CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 4, 2013
5:00 P.M.

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

A. 2. **PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER ROBERT G. SOFTLY**

A. 3. **INVOCATION BY COUNCIL MEMBER ROBERT G. SOFTLY**

A. 4. **APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 21, 2013**

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. 5820**
Authorizing Execution of an Encroachment Easement to Sherman Commons, L.P. for the Construction of Two Monument Signs in a Drainage and Utility Easement of Lots 2 and 3, Block A in the Replat of Blocks A, B, and D of Sherman Commons Addition to the City of Sherman

C. 2. **RESOLUTION NO. 5821**
Authorizing the Purchase of Four Chevrolet Tahoe Police Patrol Vehicles for the Sherman Police Department from Caldwell Country through the Texas Local Government Purchasing Cooperative (BuyBoard)

C. 3. **** RESOLUTION NO. 5822***
Authorizing the Purchase of a New Kenworth T800 Roll-Off Cab and Chassis for the Solid Waste Services Department from MHC Kenworth through the Texas Local Government Purchasing Cooperative (BuyBoard)

C. 4. **** RESOLUTION NO. 5823***
Authorizing the Purchase of a New Galbreath Roll-Off Hoist for the Solid Waste Services Department from B & C Body Company through the Texas Local Government Purchasing Cooperative (BuyBoard)

C. 5. **** RESOLUTION NO. 5824***
Authorizing the Purchase from Kirby-Smith Machinery, Inc. of a Gehl RT 210 Track Loader and JLG Triple L Trailer through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Street Maintenance Department

C. 6. **** RESOLUTION NO. 5825***
Authorizing the Purchase of a Komatsu WA200PZ-6 Front End Loader from Kirby-Smith Machinery, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Street Maintenance Department

Other Business

D. 1. **OTHER BUSINESS**
Consider Request of the Sherman Chamber of Commerce to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade on Friday, December 6, 2013 with a Rain/Make Up Date for Friday, December 13, 2013

D. 2. **OTHER BUSINESS**
Consider Request of St. Mary's Catholic School to Temporarily Close Certain Streets for the "Run Run Rudolph 5K Fun Run" on Saturday, December 7, 2013

D. 3. **** OTHER BUSINESS***
Approval of the 2013 Ad Valorem Tax Roll Value and Tax Levy

D. 4. **** OTHER BUSINESS***
Approve Quarterly Investment Report for Period Ending September 30, 2013

E. **CITIZEN REQUESTS**

F. **MEDIA QUESTIONS**

Consider Board/Commission Appointments

G. 1. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Keep Sherman Beautiful Commission Chairperson

H. **COUNCIL COMMENTS**

I. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on October 31, 2013 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 31st day of October, 2013
City of Sherman, Texas

____
City Clerk

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

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

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

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

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

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

Mayor	Deputy Mayor	Council Members	
Carolyn S. Wacker	Pamela L. Howeth	Ryan Johnson, Council-At-Large, PL #1	Robert G. Softly, Council – District #2
		Jason Sofey, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Joe N. Smith, Council – District #1	David Plyler, Council – District #4

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/04/2013

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 21, 2013

Attachments

October 21, 2013 Minutes

STATE OF TEXAS §

October 21, 2013

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on October 21, 2013.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER

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

APPROVE MINUTES

APPROVE MINUTES
The Council reviewed the Minutes of the Regular City Council Meeting of October 7, 2013. Deputy Mayor Howeth moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

ORD 5801
AMEND ELECTION ORDINANCE

Mayor Wacker introduced Ordinance 5801 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5784 TO APPOINT ELECTION OFFICIALS, PROVIDE A SCHEDULE FOR EARLY VOTING, AND DESIGNATE A DATE FOR THE CANVASS OF AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 5TH DAY OF NOVEMBER, 2013, FOR THE PURPOSE OF ELECTING TWO (2) DISTRICT CITY COUNCIL MEMBERS FOR SAID CITY.

No citizens appeared before the City Council to discuss Ordinance 5801.

ORD 5802
JOINT AIRPORT ZONING BOARD

Mayor Wacker introduced Ordinance 5802 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5780 IN ITS ENTIRETY; CREATING A JOINT AIRPORT ZONING BOARD AND INVESTING SUCH JOINT AIRPORT ZONING BOARD WITH THE POWERS SUCH BOARDS ARE AUTHORIZED TO EXERCISE UNDER THE PROVISIONS OF THE AIRPORT ZONING ACT, TEXAS LOCAL GOVERNMENT CODE §241.001, ET. SEQ.; DECLARING AN EMERGENCY; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY.

Mayor Wacker explained that there are four different political subdivisions participating in the Joint Airport Zoning Board and all the ordinances must be consistent. This new ordinance addresses administrative details and makes the language consistent with the other entities.

She also thanked Council Member Johnson and Council Member Sofey for representing Sherman on this Advisory Board.

No citizens appeared before the City Council to discuss Ordinance 5802.

ORD 5803
STOP SIGNS

Mayor Wacker introduced Ordinance 5803 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 McLAIN DRIVE AND WOODS 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 5803.

The Public Hearing was closed.

<u>ADOPTION OF ORDINANCES</u>

ORD 5801
AMEND ELECTION ORDINANCE

Ordinance 5801
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5784 TO APPOINT ELECTION OFFICIALS, PROVIDE A SCHEDULE FOR EARLY VOTING, AND DESIGNATE A DATE FOR THE CANVASS OF AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 5TH DAY OF NOVEMBER, 2013, FOR THE PURPOSE OF ELECTING TWO (2) DISTRICT CITY COUNCIL MEMBERS FOR SAID CITY.

ACTION TAKEN.
> **Motion by Council Member Johnson to approve Ordinance No. 5801, as presented. Second by Council Member Sofey.**

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

ORD 5802
JOINT AIRPORT ZONING BOARD

Ordinance 5802
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5780 IN ITS ENTIRETY; CREATING A JOINT AIRPORT ZONING BOARD AND INVESTING SUCH JOINT AIRPORT ZONING BOARD WITH THE POWERS SUCH BOARDS ARE AUTHORIZED TO EXERCISE UNDER THE PROVISIONS OF THE AIRPORT ZONING ACT, TEXAS LOCAL GOVERNMENT

CODE §241.001, ET. SEQ.; DECLARING AN EMERGENCY; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY.

George Olson, City Manager, said the motion should also include the appointment of Council Member Johnson and Council Member Sofey to the Joint Airport Zoning Board.

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5802, as presented, and to appoint Ryan Johnson and Jason Sofey to serve on the Joint Airport Zoning Board as Sherman's representatives. Second by Council Member Sofey.

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

Ordinance 5803 — **ORD 5803 STOP SIGNS**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS AT THE INTERSECTION OF McLAIN DRIVE AND WOODS 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 Howeth to approve Ordinance No. 5803, as presented. Second by Council Member Johnson.

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

CONSENT AGENDA — **CONSENT AGENDA**

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

RESOLUTIONS

RESOLUTION NO. 5814 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014 — **RES 5814 FIRE SERVICES FOR GRAYSON COUNTY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014.

RESOLUTION NO. 5815 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH — **RES 5815 AMBULANCE**

<u>GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014</u>

SERVICES FOR GRAYSON COUNTY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014.

Jeff Jones, Fire Chief, explained that Resolution 5814 and 5815 are the annual contract renewals with Grayson County to provide fire and EMS services in the unincorporated areas around Sherman. Sherman responds to approximately 100 fire calls and over 300 EMS calls in those areas each year. In addition to the services provided in the corporate limits of Sherman, services are also provided in the unincorporated area, making the total service area 111 square miles.

Grayson County has agreed to continue funding the fire service at $103,000 and EMS at just over $107,000 for the year. The contract also includes provisions to continue to provide mutual aid to other departments within the County for both fire and EMS services.

Council Member Smith asked if Sherman was losing money on the contracts. Chief Jones said the City is not, adding that it is a challenge sometimes. There are 19 Fire Departments in Grayson County, so the mutual aid response requires that Sherman respond when called. Sherman's fire district goes from S.H. 289 and EMS goes farther. The contract allows the City to recover a portion of the cost, and allows them to bill for EMS services, like they do for Sherman citizens. He added that it is probably "break even," but it is a good deal for the citizens.

Chief Jones added that the County districts are reviewed each year to define the area and to make sure that the quickest and best service is provided to the citizens in the County. The boundary lines may move depending on other service areas.

Mayor Wacker confirmed that the rates are basically the same as last year.

ACTION TAKEN.

Motion by Council Member Johnson to approve Resolution Nos. 5814 and 5815, as presented. Second by Council Member Plyler.

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

<u>RESOLUTION NO. 5816 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH CONNIE HOLLIS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1201 NORTH ROSS AVENUE</u>

RES 5816 RESIDENTIAL TAX ABATEMENT (1201 N. ROSS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH CONNIE HOLLIS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1201 NORTH ROSS AVENUE.
CONSENT AGENDA.

RES 5817
RESIDENTIAL TAX ABATEMENT
(1205 E. JONES)

RESOLUTION NO. 5817 – 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 1205 EAST JONES
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 1205 EAST JONES STREET.
CONSENT AGENDA.

RES 5818
SOLID WASTE TRUCK CHASSIS

RESOLUTION NO. 5818 – AUTHORIZING THE PURCHASE OF A 2014 AUTOCAR FRONT LOAD TRUCK CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM CHASTANG'S BAYOU CITY AUTOCAR THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2014 AUTOCAR FRONT LOAD TRUCK CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM CHASTANG'S BAYOU CITY AUTOCAR THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 5819
SOLID WASTE TRUCK BODY

RESOLUTION NO. 5819 – AUTHORIZING THE PURCHASE OF A NEW HEIL FULL EJECT FRONT LOAD TRUCK BODY FOR THE SOLID WASTE SERVICES DEPARTMENT FROM HEIL OF TEXAS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW HEIL FULL EJECT FRONT LOAD TRUCK BODY FOR THE SOLID WASTE SERVICES DEPARTMENT FROM HEIL OF TEXAS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

REQ TO ADVERTISE INSTALLATION OF WATER METERS

REQUEST TO ADVERTISE
INSTALLATION OF PREVIOUSLY ACQUIRED WATER METERS
The City Council approved the request to advertise for the installation of previously acquired water meters at eight City pump stations.
CONSENT AGENDA.

CITIZENS REQUESTS — **CITIZENS REQUESTS**

There were no citizen's requests.

MEDIA QUESTIONS — **MEDIA QUESTIONS**

There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS:

KEEP SHERMAN BEAUTIFUL COMMISSION (2) — **KEEP SHERMAN BEAUTIFUL**

ACTION TAKEN.

> **Motion by Deputy Mayor Howeth to appoint Dusty Payne to the Keep Sherman Beautiful Commission for a term beginning and ending when the entire board is appointed. Second by Council Member Smith.**

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

Mayor Wacker added that the Advisory Board should convene their first meeting in November 2013.

COUNCIL COMMENTS

EARLY VOTING FOR NOVEMBER 5, 2013 ELECTION — **EARLY VOTING FOR NOV. 5, 2013 ELECTION**

Council Member Sofey said Early Voting started today and continues through November 1, 2013. He urged citizens to "get out and vote."

FRIGHT NIGHT — **FRIGHT NIGHT**

Council Member Sofey reminded citizens that there will be a Fright Night event held in downtown Sherman on Saturday, October 26, 2013. There will be activities for kids, bands, and a wine stroll.

SHERMAN HIGH SCHOOL BAND — **SHS BAND**

Deputy Mayor Howeth said the Sherman High School Band was doing well. She invited citizens to attend a Bearcat Football Game to watch the Band.

HALLOWEEN EVENTS — **HALLOWEEN EVENTS**

Mayor Wacker reminded citizens that there were numerous Halloween activities in Sherman this year and she directed citizens to the City's website at www.ci.sherman.tx.us for details.

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

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

SECTION 551.071 — **CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED**

LITIGATION:
RECEIVE THE CITY ATTORNEY'S BRIEFING ON PENDING OR CONTEMPLATED LITIGATION

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:12 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:20 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

ADJOURNMENT

ADJOURNMENT
On Motion duly made and carried, the meeting adjourned at 5:21 p.m.

MAYOR

CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/04/2013

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

CONSENT AGENDA

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

List of Agenda Items:

C.3. **** RESOLUTION NO. 5822***
Authorizing the Purchase of a New Kenworth T800 Roll-Off Cab and Chassis for the Solid Waste Services Department from MHC Kenworth through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.4. **** RESOLUTION NO. 5823***
Authorizing the Purchase of a New Galbreath Roll-Off Hoist for the Solid Waste Services Department from B & C Body Company through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.5. **** RESOLUTION NO. 5824***
Authorizing the Purchase from Kirby-Smith Machinery, Inc. of a Gehl RT 210 Track Loader and JLG Triple L Trailer through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Street Maintenance Department

C.6. **** RESOLUTION NO. 5825***
Authorizing the Purchase of a Komatsu WA200PZ-6 Front End Loader from Kirby-Smith Machinery, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Street Maintenance Department

D.3. **** OTHER BUSINESS***
Approval of the 2013 Ad Valorem Tax Roll Value and Tax Levy

D.4. **** OTHER BUSINESS***
Approve Quarterly Investment Reports for Period Ending September 30, 2013

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/04/2013

Prepared By: Mark Gibson, Director of Engineering & Utilities

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5820

Authorizing Execution of an Encroachment Easement to Sherman Commons, L.P. for the Construction of Two Monument Signs in a Drainage and Utility Easement of Lots 2 and 3, Block A in the Replat of Blocks A, B, and D of Sherman Commons Addition to the City of Sherman

Issue:

To consider granting an encroachment to Sherman Commons, L.P. for two monument signs constructed in a City easement on the Sherman Commons shopping center site

Background:

Sherman Commons, L.P. is required to acquire an encroachment easement to place two monument signs within an existing drainage and utility easement.

Origination:

The Utilities Department

Financial Consideration:

None

Staff Recommendation:

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

Alternatives:

None recommended

Attachments

Resolution No. 5820

Encroachment Easement

Location Map

RESOLUTION NO. 5820

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO SHERMAN COMMONS, L.P. FOR THE CONSTRUCTION OF TWO MONUMENT SIGNS IN A DRAINAGE AND UTILITY EASEMENT OF LOTS 2 AND 3, BLOCK A IN THE REPLAT OF BLOCKS A, B, AND D OF SHERMAN COMMONS ADDITION TO THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment easement to Sherman Commons, L.P. in substantially the same form as presented at this meeting, for the construction of a two monument signs in an existing Draining and Utility Easement of Lots 2 and 3, Block A in the Replat of Blocks A, B, and D of Sherman Commons Addition, in accordance with the encroachment easement document and location map approved by the City Engineer and the City Attorney, attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________
LINDA ASHBY,
CITY CLERK

BY: ________________________________
CAROLYN S. WACKER,
MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

ENCROACHMENT EASEMENT

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

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR", in consideration of ONE DOLLAR AND NO CENTS ($1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **SHERMAN COMMONS, L.P.**, a Delaware limited partnership, hereinafter called "GRANTEE", an encroachment easement to construct two monument signs (each, 12' Wide x 5' High, the "Monument Signs") within the drainage and utility easement areas of Lots 2 and 3 of Block A in the Replat of Blocks A, B, and D of Sherman Commons Addition (the "Easement Areas") as approximately shown on the sketch marked Exhibit "A", attached hereto and incorporated herein for all purposes. Said encroachment easement shall be subject to the GRANTOR'S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, its successors and assigns, for the limited purpose of constructing the Monument Signs in the Easement Areas, as shown on the attached Exhibit "A". GRANTEE agrees that all maintenance of the Monument Signs in the Easement Areas shall be the responsibility of GRANTEE without cost, fees or expense to GRANTOR, and GRANTOR hereby grants to GRANTEE the right to access the Easement Areas in order to maintain the Monument Signs.

The GRANTOR shall not be responsible for any damages to the Monument Signs resulting from the failure of any utility located within the easement area, unless such failure shall be due to the acts or omissions of GRANTOR.

The GRANTEE shall be responsible for all costs or expenses related to damages and repair of any utility located within the Easement Areas resulting from any failure of the monument signs caused by GRANTEE.

The GRANTEE shall be solely responsible for any and all maintenance activities required to keep the Monument Signs in a sound and safe condition.

That GRANTEE shall fully and completely indemnify and hold harmless the GRANTOR from any and all damages, actions, suits, demands, liabilities, executions and judgments, whether liquidated or unliquidated, absolute or contingent, direct or indirect, at law or in equity, together with attorney's fees, which result from GRANTEE'S operation and maintenance of the Monument Signs.

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

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

EXECUTED this the _________ day of ______________________, A.D., 2013.

CITY OF SHERMAN, TEXAS

BY: ____________________________
GEORGE OLSON,
CITY MANAGER

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____________ day of ________________________, A.D., 2013.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LANDLORD:
SHERMAN COMMONS L.P.
A Delaware limited partnership

By: Four Partners, LLC, its managing agent

By: ______________________
Print Name: J. Scott Weaver
Print Title: President

ADDRESS: UCR Asset Services
8080 Park Lane, Suite 800, Dallas, TX 75231

PHONE #: 469-232-3400

ACKNOWLEDGEMENT

STATE OF TEXAS *
*
COUNTY OF Dallas *

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared **J. Scott Weaver, President** of **Four Partners, LLC, its managing agent**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such **SHERMAN COMMONS L.P.,** A Delaware limited partnership for the purposes and consideration therein expressed and in the capacity therein stated.

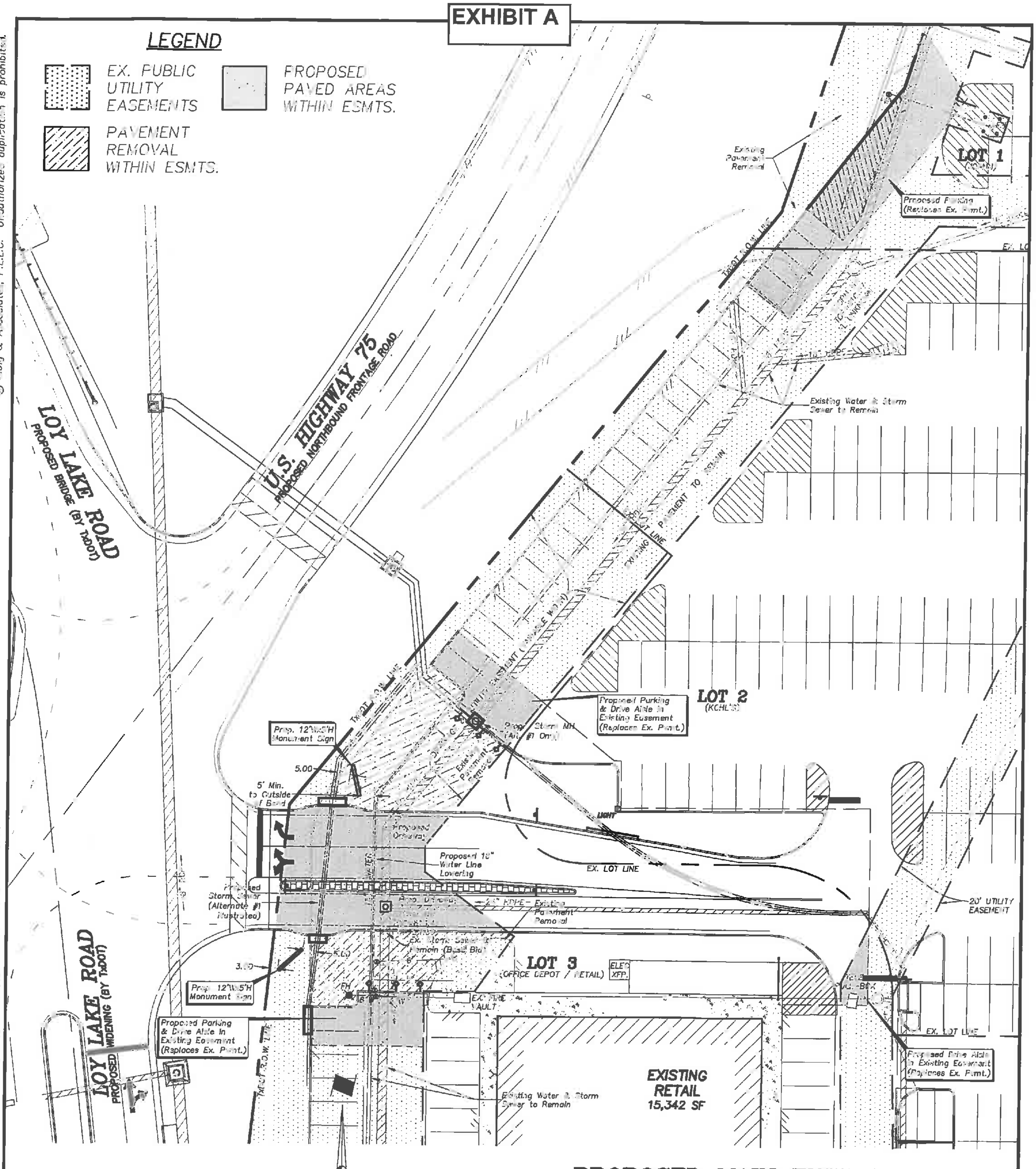
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 17th day of October, A.D., 2013.

NOTARY SIGNATURE: ______________________

COMMISSION EXPIRES: 06/14/16

LADONNA HARRISON
Notary Public, State of Texas
My Commission Expires
June 14, 2016

EXHIBIT A



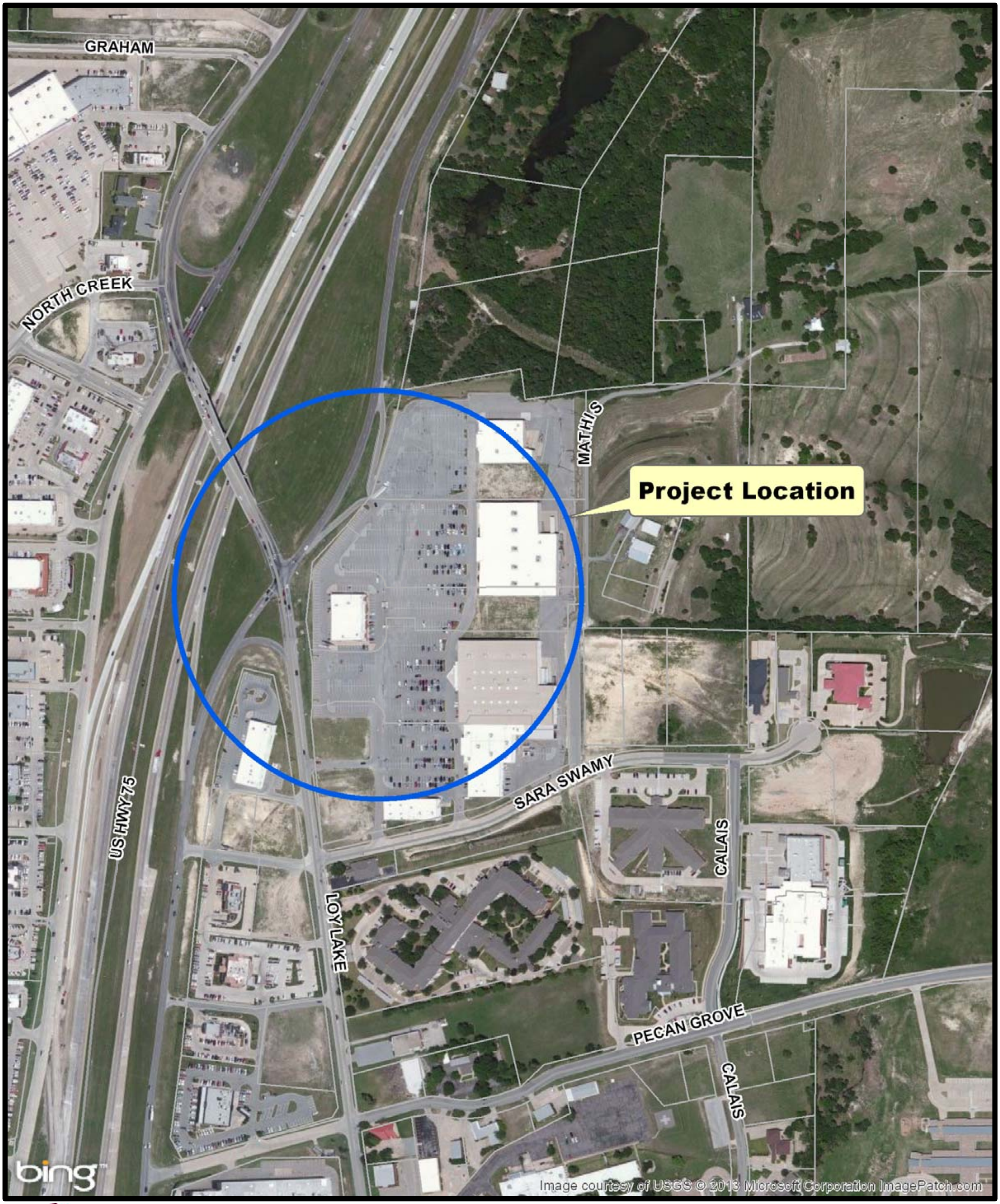
PROPOSED MAIN ENTRANCE
SHERMAN COMMONS SHOPPING CENTER
ENCROACHMENT SKETCH

0 25' 50'
GRAPHIC SCALE
1"= 50'

LOTS 2 & 3, BLOCK A
REPLAT OF BLOCKS A, B, & D, SHERMAN COMMONS ADD'N
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

ENGINEER
VILBIG & ASSOCIATES, P.L.L.C.
10132 Monroe Drive
Dallas, Texas 75229
(214) 352-7333
TX Eng. Firm No. F-5614

SCALE: 1"=50' VAI No. 936-1ME DATE: 19 SEP 2013



Sherman
CLASSIC TOWN. BROAD HORIZON.

Engineering Department

400 200 0 400 Feet

N

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/04/2013
Prepared By: Otis Henry, Police Chief
Approved By: George Olson, City Manager

Caption:
RESOLUTION NO. 5821
Authorizing the Purchase of Four Chevrolet Tahoe Police Patrol Vehicles for the Sherman Police Department from Caldwell Country through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:
Authorizing the purchase of four (4) Chevrolet Tahoe Police Package Vehicles from Caldwell Country Chevrolet via the BuyBoard contract price #358-10

Background:
The Sherman Police Department, as part of its program to maintain a serviceable emergency use ready fleet of patrol vehicles, has budgeted for the purchase of four (4) Chevrolet Tahoes in fiscal year 2013-2014. The budgeted cost for the purchase of these four (4) vehicles and partial additional equipment is $114,874.00.

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

Origination:
Sherman Police Department

Financial Consideration:
Funds for this purchase are being committed out of the City of Sherman's fiscal year 2013-2014 budget. The total budgeted amount in fiscal year 2013-2014 for this purchase is $114,874.00 for all four (4) vehicles and partial additional equipment.

Staff Recommendation:
It is recommended that the Council authorize the purchase of the four (4) Chevrolet Tahoes on BuyBoard contract #358-10.

Alternatives:
There are no reasonable alternatives at this time.

Attachments

Resolution No. 5821
2 - 2014 Tahoes
2 - 2014 Tahoes w/out Tow Hitch
BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 5821

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

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Caldwell Country through the Texas Local Government Purchasing Cooperative (BuyBoard) four (4) 2013 Chevrolet Tahoe Police Package Vehicles at a total price of One Hundred Fourteen Thousand Eight Hundred Seventy-Four Dollars and No Cents ($114,874.00), in accordance with the provisions of the BuyBoard proposal and the terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________	**BY:** ______________________________
LINDA ASHBY, **CITY CLERK**	**CAROLYN S. WACKER,** **MAYOR**

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________

BRANDON S. SHELBY,
CITY ATTORNEY

QUOTE# 2014-B **CONTRACT PRICING WORKSHEET**

End User: CITY OF SHERMAN	Contractor: CALDWELL COUNTRY
Contact Name: OTIS HENRY	CALDWELL COUNTRY
Email: OTISH@CI.SHERMAN.TX.US	Prepared By: Averyt Knapp
Phone #: 903-892-7249	Email: aknapp@caldwellcountry.com
Fax #: 903-892-7395	Phone #: 800-299-7283 or 979-567-6116
Location City & State: SHERMAN, TX	Fax #: 979-567-0853
Date Prepared: OCTOBER 22, 2013	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #358-10	Tax ID # 14-1856872

Product Description: 2013 CHEVROLET TAHOE PPV CC10706

A Base Price (2013 MOODEL $25,326) & Options:	$28,921

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	2014 MODEL (FOUR UNITS), 5.3LV8-FFV, 6-SPD AUTOMATIC, REAR WHEEL DRIVE, FRONT/REAR AIR CONDITION, LH SPOTLIGHT, CLOTH BUCKET FRONT/VINYL REAR BENCH, FULL RUBBER FLOOR, TILT, CRUISE, POWER SEAT, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, REAR DEFOGGER, KEYLESS ENTRY, FULL SIZE SPARE TIRE, AM/FM-CD, RUNNING BOARDS, DEEP TINT GLASS, DUAL BATTERIES, SINGLE KEY FLEET (6E2), REAR VIEW CAMERA, OEM HD TRAILER TOW PACKAGE	3,595			
	GM WARRANTY 5YR/100,000 POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
		INCL		CALDWELL,TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$28,921
X Quantity Ordered	2
Subtotal E	$57,842
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD $400 PER PURCHASE ORDER	$400
G. Color of Vehicle: BLACK	
H. Total Purchase Price (E+F)	$58,242

Estimated Delivery Date:	FALL-WINTER 2013

QUOTE# 2014-A CONTRACT PRICING WORKSHEET

End User: CITY OF SHERMAN	Contractor: CALDWELL COUNTRY
Contact Name: OTIS HENRY	CALDWELL COUNTRY
Email: OTISH@CI.SHERMAN.TX.US	Prepared By: Averyt Knapp
Phone #: 903-892-7249	Email: aknapp@caldwellcountry.com
Fax #: 903-892-7395	Phone #: 800-299-7283 or 979-567-6116
Location City & State: SHERMAN, TX	Fax #: 979-567-0853
Date Prepared: OCTOBER 22, 2013	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #358-10	Tax ID # 14-1856872

Product Description: 2013 CHEVROLET TAHOE PPV CC10706

A Base Price (2013 MOODEL $25,326) & Options:	$28,316

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	2014 MODEL (FOUR UNITS), 5.3LV8-FFV, 6-SPD AUTOMATIC, REAR WHEEL DRIVE, FRONT/REAR AIR CONDITION, LH SPOTLIGHT, CLOTH BUCKET FRONT/VINYL REAR BENCH, FULL RUBBER FLOOR, TILT, CRUISE, POWER SEAT, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, REAR DEFOGGER, KEYLESS ENTRY, FULL SIZE SPARE TIRE, AM/FM-CD, RUNNING BOARDS, DEEP TINT GLASS, DUAL BATTERIES, SINGLE KEY FLEET (6E2), REAR VIEW CAMERA	2,990			
	GM WARRANTY 5YR/100,000 POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
		INCL		CALDWELL,TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$28,316
X Quantity Ordered	2
Subtotal E	$56,632
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD $400 PER PURCHASE ORDER (INCL W/2014-B)	INCL
G. Color of Vehicle: BLACK	
H. Total Purchase Price (E+F)	$56,632
Estimated Delivery Date:	FALL-WINTER 2013

RECEIVED JUL 1 5 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT
for the
Texas Local Government Purchasing Cooperative

RECEIVED JUL 1 5 '71

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/04/2013

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

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5822***

Authorizing the Purchase of a New Kenworth T800 Roll-Off Cab and Chassis for the Solid Waste Services Department from MHC Kenworth through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approving the purchase of a new commercial solid waste roll-off truck cab and chassis through the BuyBoard for use within the Solid Waste Services Department

Background:

The requested purchase is to replace Unit 626, a 2001 year model roll-off commercial solid waste truck. This is the oldest roll-off truck in the Solid Waste Services Department's fleet.

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 Public Works

Financial Consideration:

The Kenworth T800 cab and chassis will be purchased from MHC Kenworth for $128,485.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2013-2014 Solid Waste Services budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Kenworth T800 cab and chassis through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5822
2014 RO Chassis Quote
BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 5822

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW KENWORTH T800 ROLL-OFF CAB AND CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM MHC KENWORTH THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from MHC Kenworth, through the Texas Local Government Purchasing Cooperative (BuyBoard), a new Kenworth T800 roll-off cab and chassis, at a total price of One Hundred Twenty-Eight Thousand Four Hundred Eighty-Five Dollars and No Cents ($128,485.00), in accordance with the provisions of the BuyBoard proposal and 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 ________________, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________
LINDA ASHBY,
CITY CLERK

BY: ________________________________
CAROLYN S. WACKER,
MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

Texas Local Government Purchasing Cooperative

MHC PRICING WORKSHEET

Buying Agency: City of Sherman		Date Prepared: 10/15/2013	
		Contract # 358-10	
Product Description: 2014 T800 Roll-Off cab & chassis			
Contact Person: Randy Smartt, MHC Kenworth		Item: Base Chassis Bid	$ 92,321.00
B: Options	Option cost is 90% of MSRP		
2-spd fan hub	276.00		
Vertical exhaust	1,170.00		
Engine retarder	2,561.00		
Allison 4500RDS transmission	23,560.00		
20K front axle & attachments	5,123.00		
46K rear axle & attachments	8,024.00		
Subtotal Column 1:	$ 40,714.00	Subtotal Column 2:	$0.00
Total Options			$40,714.00
90% of MSRP applied			36,642.60
CHASSIS WITH FACTORY OPTIONS			$ 128,963.60
TOTAL BODY PRICE	See attached body spec sheet		
Additional Options: Spare tire and wheel for front & rear			1,788.00
Buy Board Fee			400.00
Transportation			75.00
DOT Inspection with Fire Extinguisher and Road Flare Kit			185.00
Additional Factory Discount			-$2,926.60
		TOTAL BUY BOARD PRICE	$128,485.00

Please issue a purchase order to the Buy Board; the Buy Board will notify MHC Kenworth - Dallas, Texas

Thank you,

Randy Smartt *Randy Smartt*

10/15/13

10/15/20135:45 PM

INTERLOCAL PARTICIPATION AGREEMENT 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

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

Meeting Date: 11/04/2013

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

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5823***

Authorizing the Purchase of a New Galbreath Roll-Off Hoist for the Solid Waste Services Department from B & C Body Company through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approving the purchase of a new commercial solid waste roll-off hoist through the BuyBoard for use within the Solid Waste Services Department

Background:

The requested purchase is to replace Unit 626, a 2001 year model roll-off commercial solid waste truck. This is the oldest roll-off truck in the Solid Waste Services Department's fleet.

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 Public Works

Financial Consideration:

The Galbreath hoist will be purchased from B & C Body Company for $39,000.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2013-2014 Solid Waste Services budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Galbreath hoist through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5823

2014 RO Hoist Quote

BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 5823

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW GALBREATH ROLL-OFF HOIST FOR THE SOLID WASTE SERVICES DEPARTMENT FROM B & C BODY COMPANY 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:

<u>SECTION 1</u>. That the City Manager be and is hereby authorized and directed to purchase from B & C Body Company, through the Texas Local Government Purchasing Cooperative (BuyBoard), a new Galbreath roll-off hoist at a total price of Thirty-Nine Thousand Dollars and No Cents ($39,000.00), in accordance with the provisions of the BuyBoard proposal and 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.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________	**BY:** ______________________________
LINDA ASHBY,	**CAROLYN S. WACKER,**
CITY CLERK	**MAYOR**

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________

BRANDON S. SHELBY,
CITY ATTORNEY

PLEASE REVIEWTHE QUOTATION BELOW. THIS ROLL-OFF HOIST CAN BE PURCHASED USING BUYBOARD CONTRACT # 425-13 , ITEM #72 .

PURCHASE ORDERS ARE TO BE MADE OUT TO THE VENDOR:
B & C BODY COMPANY
ATTN: JIM LEWIS PHONE: 214-631-2196 FAX : 214-630-2755

End User:	CITY OF SHERMAN	**DATE:**	10/15/2013
Prepared By:	JIM LEWIS	**CONTRACT #425-13**	
VENDOR:	B & C BODY COMPANY	**GALBREATH**	
Description:	**GALBREATH ROLL-OFF HOIST**		

A Item Base Unit Price, Per BUYBOARD Contract: A: 16894

B OPTIONS QUOTED

Description	Cost	Description	Cost
SS75-OR-174	3316	HUCK BOLT MOUNTING	2322
AIR ICC BUMPER	1245	PIONEER RP4500SARG	9968
HOT SHIFT PTO	1935	DIAMOND T/ P FENDERS	1118
5 SPOOL VALVE	1019	TARPER PLATFORM	639
INSIDE AIR CONTROLS	850	48" TOOL BOX	888
REAR LOADING RAMPS	913		
NYLON RACHET HOLD DOWNS	495		
		Subtotal From Additional Sheet(s):	

Subtotal B: 24,708

C Unpublished Options (Itemize below, attach additional sheet(s) if necessary)

DESCRIPTION	COST	DESCRIPTION	COST	TOTAL
GOOD CUSTOMER DISCOUNT	-3002			
		Subtotal From Additional Sheet(s):		

Subtotal C: (3,002)

D Miscellaneous Price Adjustments

Subtotal D: -

E	**TOTAL PRICE FOR ONE UNIT!!!**	**38,600**
	Quantity Ordered X	**1**
	TOTAL PRICE FOR UNIT!!! **Subtotal E:**	**38,600**
	BUYBOARD FEE ALREADY CHARGED ON OTHER QUOTES!!!!	**400**

Total Purchase Price (E+F+G): **39,000**

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

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

Meeting Date: 11/04/2013

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

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5824***

Authorizing the Purchase from Kirby-Smith Machinery, Inc. of a Gehl RT 210 Track Loader and JLG Triple L Trailer through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Street Maintenance Department

Issue:

To consider the purchase of a Gehl RT 210 Track Loader and JLG Triple L Trailer from Kirby-Smith Machinery, Inc. through the BuyBoard for use within the Street Maintenance Department

Background:

This multi-purpose equipment gives the Street Department the ability to smooth joints and/or raised spots in the driving surfaces without the need to manually cut, remove and replace the material. It will provide the ability to sweep and remove loose debris from construction sites. It also provides the ability to clean/clear the drainages and ditches that have limited or confined access.

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 Public Works

Financial Consideration:

The Gehl RT 210 Track Loader Unit will be purchased at the cost of $69,240.00 and the JLG Triple Trailer will be purchased at the cost of $12,995.00, for a total cost of $82,235.00, through the BuyBoard. Funding for these purchases was appropriated in the fiscal year 2013-2014 Street Maintenance Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the Gehl RT 210 Track Loader and JLG Triple L Trailer through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5824

Quote

BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 5824

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE FROM KIRBY-SMITH MACHINERY, INC. OF A GEHL RT 210 TRACK LOADER AND JLG TRIPLE L TRAILER THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) FOR THE STREET MAINTENANCE DEPARTMENT; 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 Kirby-Smith Machinery, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard) a Gehl RT210 track loader and JLG Triple L trailer at the total purchase price of Eighty-Two Thousand Two Hundred Thirty-Five Dollars and No Cents ($82,235.00), in accordance with the terms and conditions of the Interlocal Participation Agreement 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 ________________, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY,
CITY CLERK

BY: ______________________________
CAROLYN S. WACKER,
MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

KIRBY-SMITH MACHINERY, INC.

www.kirby-smith.com

PO Box 270300
Oklahoma City, OK 73137
800.373.3339
405.787.5973 fax

Abilene
1629 Vision Drive
Abilene, Texas 79602
877.577.5729
325.692.4035 fax

Amarillo
3922 I-40E
Amarillo, Texas 79103
800.283.1247
806.373.4841 fax

Dallas
8505 S Central Expy
Dallas, Texas 75241
800.753.1247
214.375.7903 fax

Ft Worth
1450 NE Loop 820
Ft Worth, TX 76106
877.851.9977
817.378.0080 fax

Kansas City
913.850.6300
877.851.5729

Lubbock
3201 E Slaton Rd
Lubbock, Texas 79404
866.289.6087
806.745.2102 fax

Odessa
7301 E I-20
Odessa, TX 79765
877.794.1800
432.333.7010 fax

Oklahoma City
6715 W Reno
Oklahoma City, OK 73127
800.375.3339
405.787.5973 fax

St Louis
12920 Gravois Rd
St. Louis, MO 63127
866.279.1392
314.729.1317 fax

Tulsa
12321 E Pine St
Tulsa, OK 74116
800.375.3733
918.437.7065 fax

March 26, 2013 (updated August 4, 2013)

Mr. Jim Cullen
CITY OF SHERMAN
PO BOX 1106
SHERMAN, TX 75091

Dear Jim:

We are pleased to quote the following for your consideration:

(1) Gehl RT210 Track Loader Unit# N.I.S., S/N Factory Order. Price: $69,240.00

The following factory and dealer options are included:

* Controls/ISO Variable Speed, Open ROPS/FOPS, High Flow Hydraulics, 14 Pin, Hyd Float Hydraglide, Back Up Alarm, 72" Standard Duty 4-n-1 bucket with BOCE, Cold Planer 18" High Flow; 72" Hopper Broom.

To be purchased through BuyBoard Cooperative; Contract # 424-13 (effective 10/1/2013)
List price is $56,000.00 less contract discount of 15% (-8,400), plus options / attachments of $21,640.00
New selling price: $69,240.00.

(2) JLG Triple L trailer – Model: 1012: factory order; Price $12,995.00

The following factory and dealer options are included:

Trailer with 10,000 lbs lift capacity; Tandem axle; Electric brakes on 4 wheels, Hydraulically raises and lowers, 2 5/16" ball or pintle hitch.

To be purchased through BuyBoard Cooperative: Contract # 424-13 (effective 10/1/2013)
List price is $12,160.00 less contract discount of 5% (-$608.00); plus options and freight of $1,443.00
New selling price: $12,995.00

Equipment total purchase: $82,235.00, through BuyBoard Cooperative

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote Gehl machinery.

Sincerely,

Barrett Liquori
Territory Manager

'This proposal is good for 90 days'

RECEIVED JUL 1 5 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT for the Texas Local Government Purchasing Cooperative

RECEIVED JUL 1 5 ...

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/04/2013

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

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5825***

Authorizing the Purchase of a Komatsu WA200PZ-6 Front End Loader from Kirby-Smith Machinery, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard) for the Street Maintenance Department

Issue:

To consider approving the purchase of a new Komatsu Front End Loader from Kirby-Smith Machinery, Inc. for use within the Street Maintenance Department

Background:

The requested purchase is to replace Unit 438, a 1986 year model Caterpillar IT 18 Loader.

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 Public Works

Financial Consideration:

The Komatsu Front End Loader will be purchased from Kirby-Smith Machinery, Inc. for $137,655.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2013-2014 Street Maintenance Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the Komatsu Front End Loader through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5825

Quote

BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 5825

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A KOMATSU WA200PZ-6 FRONT END LOADER FROM KIRBY-SMITH MACHINERY, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) FOR THE STREET MAINTENANCE DEPARTMENT; 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 Komatsu WA200PZ-6 Front End Loader from Kirby-Smith Machinery, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard) at the total purchase price of One Hundred Thirty-Seven Thousand Six Hundred Fifty-Five Dollars and No Cents ($137,655.00), in accordance with the terms and conditions of the Interlocal Participation Agreement 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 ________________, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY,
CITY CLERK

BY: ______________________________
CAROLYN S. WACKER,
MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

KIRBY-SMITH MACHINERY, INC.

www.kirby-smith.com

PO Box 270300
Oklahoma City, OK 73137
800.373.3339
405.787.5973 fax

Abilene
1629 Vision Drive
Abilene, Teaxas 79602
877.577.5729
325.692.4035 fax

Amarillo
3922 I-40E
Amarillo, Texas 79103
800.283.1247
806.373.4841 fax

Dallas
8505 S Central Expy
Dallas, Texas 75241
800.753.1247
214.375.7903 fax

Ft Worth
1450 NE Loop 820
Ft Worth, TX 76106
877.851.9977
817.378.0080 fax

Kansas City
913.850.6300
877.851.5729

Lubbock
3201 E Slaton Rd
Lubbock, Texas 79404
866.289.6087
806.745.2102 fax

Odessa
7301 E I-20
Odessa, TX 79765
877.794.1800
432.333.7010 fax

Oklahoma City
6715 W Reno
Oklahoma City, OK 73127
800.375.3339
405.787.5973 fax

St Louis
12920 Gravois Rd
St. Louis, MO 63127
866.279.1392
314.729.1317 fax

Tulsa
112321 E Pine St
Tulsa, OK 74116
800.375.3733
918.437.7065 fax

March 26, 2013 (updated August 4, 2013)

Mr. Jim Cullen
CITY OF SHERMAN
PO BOX 1106
SHERMAN, TX 75091

Dear Jim:

We are pleased to quote the following for your consideration:

(1) Komatsu WA200PZ-6 Unit# N.I.S., S/N Factory Order. Price: $137,655.00

The following factory and dealer options are included:

* All Standard Factory Equipment,
* (See attached specification sheet),
* 20.5-R25 VMI L3 Bridgestone Tires,
* Hydraulic Quick Coupler,
* ECSS Ride Control,
* Rear Fenders, Front/Rear Mud Guards,
* 2.0 cyd multi purpose budket W/B.O.C.E.
* Warranty: 12 months unlimited hours
* To be purchased through BuyBoard Cooperative.

To be purchased through BuyBoard Cooperative; Contract #345-10
List price is $153,646,00, less Contract discount of 30% (-$46,094.00); plus options and freight of $30,103.00; new net selling price is $137,655.00.

Price Complete, Delivered: $137,655.00

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote Komatsu machinery.

Sincerely,

Barrett Liquori
Territory Manager

'This proposal is good for 90 days'

KOMATSU

WA200PZ-6 PARALLEL TOOL CARRIER

WA200PZ-6

F.O.B. U.S STOCKING AREA

(CE) CONSTRUCTION EQUIPMENT

Standard Equipment for Base Machine

Engine and related items:

Air cleaner, dry type, 2 stage, radial sealed
Air conditioner drive pulley
Fan, auto-reverse, hydraulic driven
Electrical shut off w/ key
Engine, KOMATSU SAA4D107, 4 cylinder-
turbocharged, air to air after cooled, diesel, Tier 3
emission compliant
Gross HP: 128HP (95kW) / 2000 RPM
Net HP: 126HP (94kW) / 2000 RPM (SAEJ1349) / ISO9249
Net HP: 122HP (91kW) / 2000 RPM Hydraulic fan as max speed
Engine fuel water separator
Exhaust pipe, curved
Fuel strainer, sediment trap
Starting aid, intake air preheater type

Electrical system:

Alternator, 60 ampere, 24 volt
Back-up alarm
Back-up light, rear
Batteries, 2 x 12 volt, (110 Ah), (950 CCA)
Horn, electric
Lights
- Stop and tail
- Turn signal, (2 front, 2 rear) with hazard switch
- Working lights, halogen (2 front, high low beam with indicator, fender mount, 2 rear grill mount
- Sealed DT electrical connectors
- Working lights, halogen (2 front) outside of cab mount

Starting motor, 4.5kW direct electric, 24V

Power Train and Controls:

Differentials, torque proportioning, inboard planetary
Parking brake, wet disc type
Service brakes, hydraulic, wet multiple disc type, axle by axle (inboard)
Transmission, hydrostatic, 1 pump, 2 motors, full auto shift with speed range control
Transmission control
- F/R: steering column / loader control lever selectable
- Max speed control: electric, 4 speed F/R
- Traction control: electric, 3 mode

Operator environment:

ROPS Cab, viscous mount (Installed)
- Air conditioner, heater, defroster, pressurizer
- Cigarette lighter / ashtray
- Cup holder
- Dome light
- Electrically heated rear window
- Floormat
- Front & Rear wiper/washer (2 speed intermittent)
- Lunch box storage
- Radio, AM/FM cassette with speakers and antenna
- Rearview mirror, inside & outside cab mount
- Seat, cloth, air suspension type, reclining, with arm rests & head rest and document holder
- Seat belt, retractable, 3" width
- Steering, full hydraulic power, steering wheel tiltable
- Sun Visor
- Wrist rest, adjustable

Hydraulics and Controls:

Three spool valve, mono lever plus 1 using pilot pressure control
Integrated transmission F/R switch

Equipment Management Monitoring System (EMMS)

Gauges
- Engine water temperature
- Fuel level
- HST oil temperature
- Speedometer MPH

Lights:
- Auxiliary steering (opt.)
- Axle oil temperature
- Battery charge
- Brake oil pressure
- Central warning
- Directional Indicator
- Engine oil pressure
- Engine pre heater
- HST oil filter clogging
- Head lamp high beam
- Maintenance
- Parking brake reminder
- Parking brake warning
- Radiator water level
- Steering oil pressure (Auxiliary steering device, opt.)
- Transmission speed range
- Turn signal

LCD Displays:
- Filter / oil replacement time
- HST selection
- Odometer
- Service meter
- Trouble shooting

Special arrangements:

Ambient Temperature Range, -20°C (-4°F) through +50°C (+122°F) at maximum standard elevation of 2,300 meters (7,546 ft.)

Other Standard Equipment:

Automatic boom kick out
Bucket and lift cylinders
Bucket positioner, automatic, 2 position setting (bicket / fork)
Counterweight, standard & additional
Fenders, front & partial rear w/ steps
Hand rails, front, LH & RH
Hydraulic quick coupler, JRB compatible
KOMTRAX
Lifting eyes
Loader linkage and standard lift boom
Rims for 20.5-25 tires (4 each)
Vandalism Protection
- Caplock & cover for fuel tank
- Padlocks
  - Battery boxes
  - Engine hood side panels & rear grill, lockable
  - Radiator cap cover (bolted)
  - Transfer oil filler cover

Voltage converter (5 amp, 12 volt)

KOMATSU
Komatsu America Corp.
One Continental Tower
1701 W. Golf Road
Rolling Meadows, IL 60008
Phone: (847) 437-5800

November 8, 2012

Tarrant County
And all Texas Governmental Entities
Fort Worth, Texas

All Departments

Subject: Komatsu Supplier – Kirby-Smith Machinery

To whom it may concern:
Kirby-Smith Machinery is the sole source for the Sales, Service, and Parts for Komatsu Construction and Mining in North Texas.

Sincerely,

Buck Lawson - District Manager – Komatsu America

Mobile: 940-284-4328

Blawson@komatsuna.com

RECEIVED JUL 1 5 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT
for the
Texas Local Government Purchasing Cooperative

RECEIVED JUL 1 5 '01

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.
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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.
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8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

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

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/04/2013

Prepared By: Don Keene, Director of Public Works

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Consider Request of the Sherman Chamber of Commerce to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade on Friday, December 6, 2013 with a Rain/Make Up Date for Friday, December 13, 2013

Issue:

To close certain streets in the downtown area for the annual Sherman Christmas Parade on Friday, December 6th and scheduling a rain/make up date for Friday, December 13th

Background:

The Sherman Chamber of Commerce has requested that participants be allowed to line up for the parade behind the Sherman Public Library at Walnut and Mulberry Streets as they have done in the past. In addition, it has been requested that Walnut and Montgomery Streets be barricaded at various intersections beginning at 5:30 p.m., where the floats will be lined up and judged by 6:30 p.m., and with the parade beginning as close to 7:00 p.m. as possible. A copy of this requested barricading and the proposed parade route are attached.

The Snowflake Festival will begin at 3:00 p.m. on the day of the Christmas Parade. To accommodate the event, its vendors, and a reviewing stand, the Chamber is requesting that the parking spaces be blocked off beginning at noon on the north and east sides of the Grayson County Courthouse (Houston and Travis Streets). The Chamber will contact the County about blocking the parking spaces.

The event will require traffic control assistance and barricades from the City of Sherman. **The City's antique fire truck will be provided for the Council to ride in the Christmas Parade. Council members are encouraged to arrive at least 20 minutes early at the Parade vehicle line-up site to participate. In addition, spouses, children and grandchildren are welcome to ride with the Council.**

Origination:

Eddie Brown, President of the Sherman Chamber of Commerce

Financial Consideration:

Labor and equipment to provide traffic control assistance and implement barricade placement and removal

Staff Recommendation:

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

Alternatives:

As directed by the Council

Attachments

Written Request dated October 9, 2013

Christmas Parade Map

Eddie Brown, President
Lauren Roth, Events Coordinator
307 W. Washington Street
Sherman, Texas 75090
October 9, 2013

Dear Sherman City Council:

The Sherman Christmas Parade is scheduled for Friday, December 6th with a rain/make up date for Friday, December 13th. Snowflake Festival will be a one day festival taking place on the same day.

Snowflake Festival vendors are scheduled to set up as early as noon and will begin selling around 3pm. The parade will begin at 7pm.

We are looking to have parade line up on Mulberry, Pecan and Wall Streets between Walnut and Montgomery as well as line up on Walnut and Montgomery between Mulberry and Houston Streets.

The Parade will begin by going west on Mulberry and turning south onto Travis. The Parade will continue south until turning west on Lamar and north on Crockett. The parade will conclude on the corner of Washington and Crockett where floats can exit either west or follow Washington east back to the parade start. .

The barricades we need for this route would be as follows:

Lamar, Laurel, Pecan and Mulberry west of Crockett
Houston and Wall east of Travis
Pecan and Mulberry east of Travis
Pecan and Mulberry east of Montgomery
Crockett, Travis and Walnut north of Washington
Washington east of Elm
Crockett and Travis south of Lamar
Walnut on Houston, Lamar and Travis

The Snowflake vendors will be set up around the Courthouse Square and the Master of Ceremonies and Judges stage will be set up across from Kelly Square on the Courthouse Square.

Due to the location of Snowflake Festival vendors, the stage and the large audience that gathers along Travis, we would like to request the following parking be blocked off beginning at noon until all is empty.

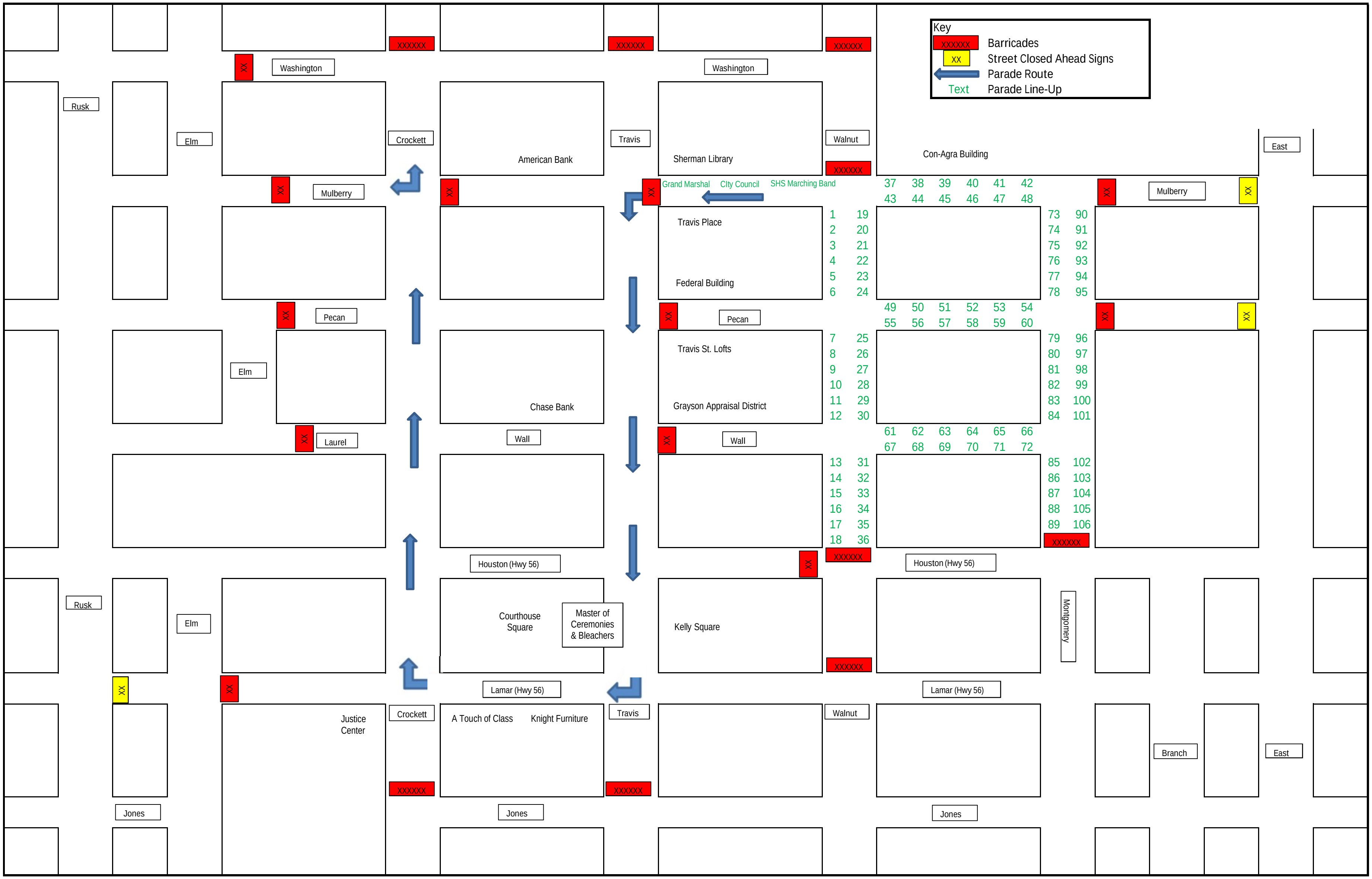
North side of Lamar from Crockett to Travis
South side of Houston from Crockett to Travis
West and east sides of Travis from Houston to Lamar

Sincerely,

Eddie Brown, President

Lauren Roth, Events Coordinator

City of Sherman
2013 Proposed Christmas Parade Map as of 10/9/13



**** Drawing is not to scale.

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman
CLASSIC TOWN. BROAD HORIZON.

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

Meeting Date: 11/04/2013

Prepared By: Don Keene, Director of Public Works

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Consider Request of St. Mary's Catholic School to Temporarily Close Certain Streets for the "Run Run Rudolph 5K Fun Run" on Saturday, December 7, 2013

Issue:

St. Mary's Catholic School is planning to hold the 3rd Annual "Run Run Rudolph 5K and Family Fun Run/Walk" on Saturday, December 7th as part of their fundraising campaign and is requesting the City of Sherman's assistance with traffic control along the route.

Background:

The event will begin at 9:15 a.m. and will follow the route outlined on the attached map. The event will require barricade placement and removal as well as police officers to maintain safety at certain points along the route.

Origination:

Donnette Diehl, St. Mary's "Run Run Rudolph 5K Fun Run" Chairperson

Financial Consideration:

Barricade placement and removal and police support provided by the City

Staff Recommendation:

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

Alternatives:

As directed by the Council

Attachments

Written Request dated September 9, 2013

RRR 5K Fun Run Route Map

ST. MARY'S
CATHOLIC SCHOOL
FOUNDED 1877

September 9, 2013

George Olsen
City of Sherman
220 West Mulberry Street
Sherman, TX 75090-5832

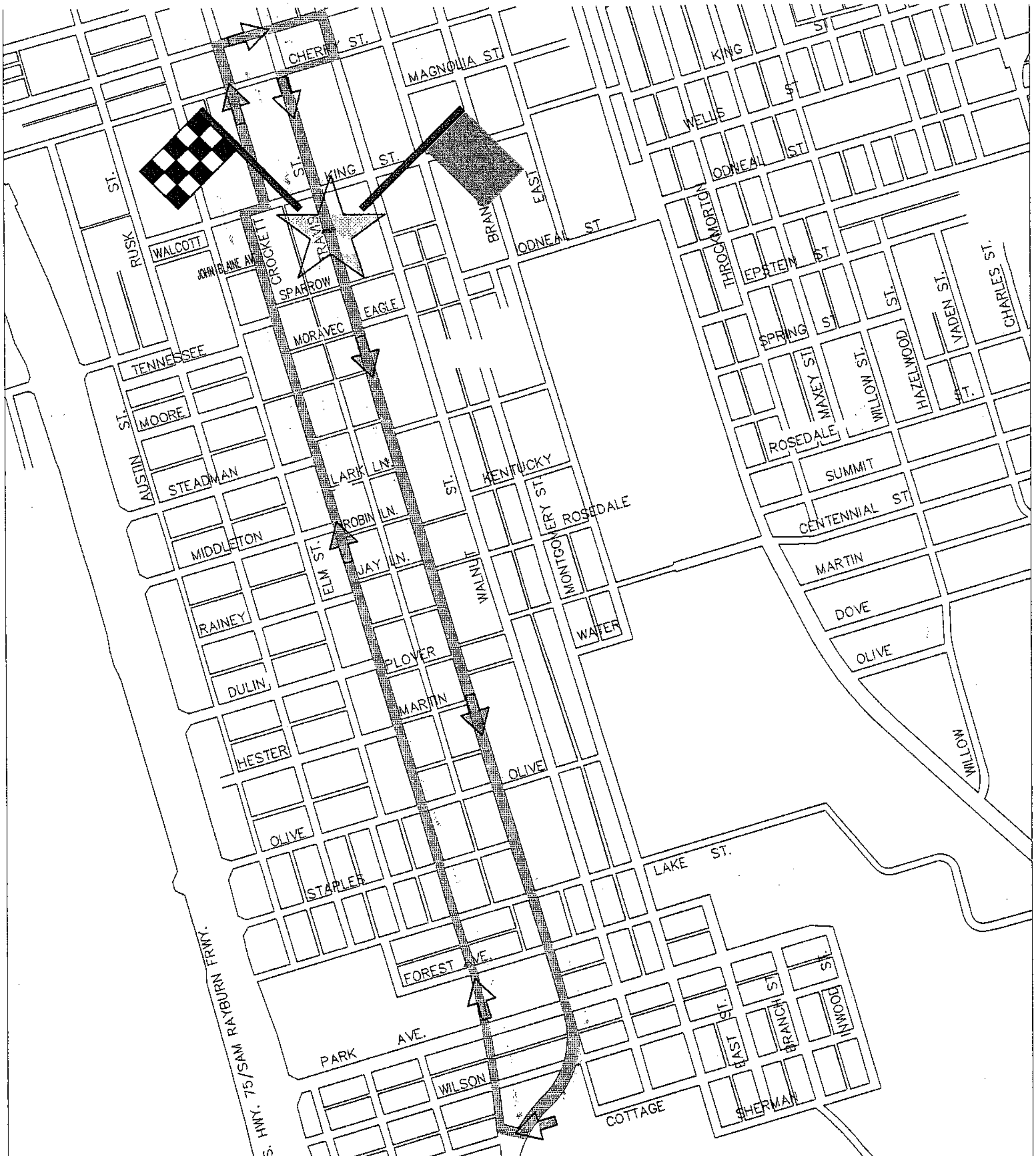
Dear Mr. Olsen,

We are requesting to hold the 3rd Annual St. Mary's Run Run Rudolph 5K and Family Fun Run/Walk on Saturday, December 7, 2013. We are estimating 350 runners to participate and respectfully request traffic support as well as cones to be placed along the 5K route. The race starts at 9:15 a.m and our route will begin and end at 713 South Travis at the St. Mary's Catholic School parking lot. Please see the attached proposed route.

We believe a Christian Education is a vital part of a child's development and we hold events such as these to help offset tuition costs. I sincerely appreciate your consideration of this event. If you have any questions, please feel free to contact me at (903)436-5502.

Sincerely,

Donnette Diehl
Run Run Rudolph 5K Chair
ddiehl@stmarys-sch.org



City of Sherman, Texas

ST. MARY'S 5K FUN RUN

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/04/2013

Prepared By: Robby Hefton, Assistant City Manager/CFO

Approved By: George Olson, City Manager

Caption:

**** OTHER BUSINESS***

Approval of the 2013 Ad Valorem Tax Roll Value and Tax Levy

Issue:

To consider approval of the Ad Valorem Tax Roll Value and Tax Levy for fiscal year 2013-2014

Background:

In accordance with Texas Property Tax Code Section 26.09(e), the Council must approve the final tax roll value and related tax levy. The 2013 tax year represents taxes that will be collected during the City's 2013-2014 fiscal year. The Grayson County Tax Assessor/Collector's office has provided the taxable value as $2,255,659,820.00, which equates to a levy of $7,794,506.05 based on the City's total tax rate of $.34800/$100.00 valuation.

Origination:

Grayson County Tax Assessor/Collector Bruce Stidham

Financial Consideration:

There is no financial consideration to approving this tax levy.

Staff Recommendation:

It is recommended that the Council approve the 2013 Tax Roll Value and 2013 Tax Levy at the amounts reflected above.

Alternatives:

As this process is required by the Texas Property Tax Code, there are no alternatives.

Attachments

2013 Tax Roll Value and Levy Notification

OFFICE OF
BRUCE STIDHAM
TAX ASSESSOR - COLLECTOR
GRAYSON COUNTY
www.co.grayson.tx.us

COURTHOUSE
100 W. HOUSTON - SUITE 11
P.O. BOX 2107
SHERMAN, TX 75091

TAX OFFICE: 903-892-8297
VOTER REGISTRATION: 903-893-8683
VEHICLE REGISTRATION: 903-813-4225
FAX: 903-893-4973

October 16, 2013

VALUE/LEVY

Mr. Robby Hefton,
Chief Financial Officer
City of Sherman
P O Box 1106
Sherman, Texas 75091

Dear Mr. Hefton:

Re: Section 26.09(e) SPTC

Please have your district approve your 2013 Tax Roll Values. Please sign as directed. Make a copy for your files and return the signed original to me as soon as possible. These figures are actual tax roll value and tax levy billed figures.

2013 Tax Roll Value	**$**	**2,255,659,820**
2013 Tax Levy	**$**	**7,794,506.05**
2013 Special Assessment Levy	**$**	**8,900.53**

If you have any questions, please contact me.

Very truly yours,

Bruce Stidham

Bruce Stidham
Assessor and Collector of Taxes

BS:kb

City Secretary

City Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/04/2013

Prepared By: Robby Hefton, Assistant City Manager/CFO

Approved By: George Olson, City Manager

Caption:

**** OTHER BUSINESS***

Approve Quarterly Investment Report for Period Ending September 30, 2013

Issue:

To approve the Investment Report for the quarterly period ending September 30, 2013

Background:

This report is being presented in accordance with the state law that requires at least quarterly presentation to the Council. The report was given to the Investment Committee prior to submittal to the Council.

As of September 30, 2013, the portfolio was in compliance with applicable state laws and the Investment Policy. The Operating investment portfolio had a book value of about $14.3 million, down about $2.0 million net from prior quarter when considering an increase in cash balances of $1.0 million. This decrease is typical for this time of year. This portfolio is appropriately liquid; and its weighted-average maturity was about 376 days, down slightly from 384 days last period. The portfolio yield of 0.378% for the quarter is higher than the benchmark yield of 0.10%. The portfolio value on the City’s books is essentially equal to the market value of the overall portfolio.

Origination:

Finance

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Council accept the reports as presented.

Alternatives:

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

Memo to Investment Committee

Investment Reports for Quarter Ended September 30, 2013

Sherman
CLASSIC TOWN. BROAD HORIZON.

memorandum

DATE: Thursday, October 31, 2013

TO: The Investment Committee Members:
Councilman Jason Sofey
Councilman Robert G. Softly
George Olson, City Manager

FROM: Robby Hefton, Assistant City Manager/CFO RH

SUBJECT: Investment Reports for Quarter Ended September 30, 2013

Enclosed is a copy of the quarterly investment report for the quarter ended September 30, 2013. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolio. The layout of the investment reports has changed to reflect a more contemporary presentation style. The essence of the information remains unchanged, however.

The total operating portfolio balance of about $14.3 million decreased during the quarter by about $3.0 million. Of this amount, about $1.0 million was reflected in an increase in cash balances that are not included on this report because cash is not considered part of the investment portfolio. This overall net decrease in City funds of $2.0 million was due to seasonally slowing property tax collections. The portfolio had a weighted-average maturity of about 376 days, down from 384 days last quarter, because of securities purchased during the quarter. The portfolio yield of 0.378% was higher than our benchmark 1 year Constant Maturity Treasury Index of 0.10%. Book value closely approximated market value.

This investment reports will be on the November 4, 2013 City Council Agenda for their review and approval. Please call me if you have any questions about this item.

RH:pc

attachments (as stated above)

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending September 30, 2013

Total Portfolio Summary	Current Quarter 9/30/13	Prior Quarter 6/30/13	Change From Prior Qtr
Book Value	$ 14,327,894	$ 17,284,473	$ (2,956,579)
Market Value	$ 14,335,756	$ 17,280,802	$ (2,945,046)
Weighted Average Maturity - Days	376	384	(8)
Weighted Average Yield	0.378%	0.430%	-0.05%
Earned Income	$ 15,511	$ 18,021	$ (2,510)
Earned Income - Year-to-Date	$ 68,360	$ 52,849	$ 15,511

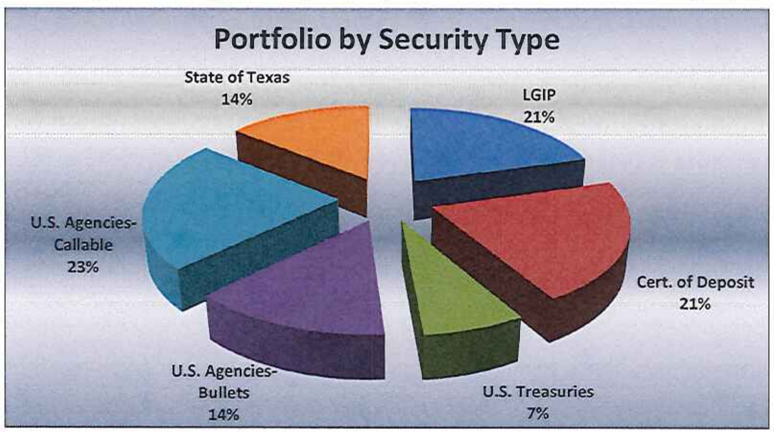
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

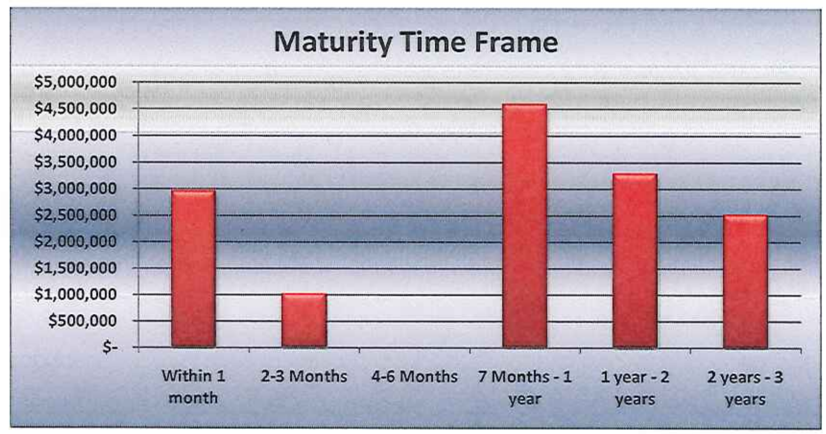
As of September 30, 2013, the City's portfolio had a book value of $14.3 million, which approximates the market value. Of this amount , $2.9 million was held in Local Government Investment Pools (LGIP), $3.0 million was held in Certificates of Deposit (CD), $5.3 million was held in U.S. Agency Securities, $1.0 million was held in a U.S. Treasury, and $2.0 million was held in State of Texas political subdivision obligations.

The portfolio decreased by about $3.0 million during the quarter due to the maturity of a CD and two U.S. Agencies. Of this decrease, about $1.0 million related to funds from maturities that were not re-invested and are reflected as increases in cash balances. Seasonally slowing property tax receipts that is typical for the third quarter prevented the purchase of additional investments. The market value of investments declined due to increased market interest rates inversely affecting the value of investments.

The weighted average yield on the portfolio was .378%, about 28 basis points above the 1-year Constant Maturity Treasury Index of .10%. The weighted average yield was lower than the previous quarter due to maturities of higher yield investments.

The weighted average maturity of the portfolio decreased from 384 days at June 30, 2013 to 376 days at September 30, 2013 due to investment maturities.





Robby Hefton

Robby Hefton, Assistant City Manager/CFO and City of Sherman Investment Officer

Mary Lawrence

Mary Lawrence, Controller and City of Sherman Investment Officer

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investments Outstanding
AS of 9/30/2013

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	S&P Rating	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	YTM
Tex-Pool		LGIP	TexPool			AAAm	$ 1,558,015	100.00	$ 1,558,015	$ 1,558,015	100.01	$ 1,558,066	1	0.04%
TexStar		LGIP	TexSTAR			AAAm	1,382,527	100.00	1,382,527	1,382,527	100.00	$ 1,382,528	1	0.04%
CD 1013162855	12/8/2011	CD	CDARS	0.40%	12/8/2013		1,000,000	100.00	1,000,000	1,007,292	100.00	1,007,292	69	0.40%
CD 1013674007	4/5/2012	CD	CDARS	0.45%	4/3/2014		1,000,000	100.00	1,000,000	1,006,730	100.00	1,006,730	185	0.45%
CD 4176803858	1/28/2013	CD	Landmark Bank	0.35%	9/28/2014		1,000,000	100.00	1,000,000	1,001,736	100.00	1,001,736	363	0.35%
31398AVZ2	2/7/2013	Agency Bullet	FNMA	2.75%	3/13/2014	AA+	1,000,000	102.82	1,028,150	1,011,570	100.04	1,011,992	164	0.18%
31328X25JO	2/2/2012	Agency Callable	FHLMC	4.60%	4/2/2014	AA+	1,250,000	109.17	1,364,625	1,276,686	100.10	1,277,940	184	0.36%
052396B23	10/5/2011	Texas Subdivision	Austin, TX CO	0.71%	9/1/2014	AA+	285,000	107.12	305,286	291,418	100.29	292,268	336	0.71%
590741X33	6/19/2013	Texas Subdivision	Mesquite, TX	2.00%	2/15/2015	AA	140,000	102.50	143,504	142,909	99.74	142,541	503	0.48%
590741V76	10/5/2011	Texas Subdivision	Mesquite, TX	2.00%	2/15/2015	AA	115,000	102.50	117,878	117,389	99.74	117,087	503	0.48%
3135GOHG1	2/23/2012	Agency Bullet	FNMA	0.38%	3/16/2015	AAA	1,000,000	99.33	993,250	996,785	100.49	1,001,679	532	0.60%
912828NLO	1/6/2012	US Treasury	Treasury Note	1.88%	6/30/2015	AA+	1,000,000	104.66	1,046,641	1,023,412	100.41	1,027,656	638	0.52%
3134G3MY3	2/28/2012	Agency Callable	FHLMC	0.65%	8/28/2015	AA+	1,000,000	100.00	1,000,000	1,000,000	100.22	1,002,159	697	0.65%
313371VFO	3/11/2013	Agency Callable	FHLB	1.63%	12/11/2015	AA+	1,000,000	103.23	1,032,320	1,025,792	99.75	1,023,269	802	0.44%
667825RN5	5/23/2013	Texas Subdivision	Northwest ISD	4.60%	2/15/2016	Aaa	350,000	110.88	388,087	383,126	100.27	384,153	868	0.55%
914729JM1	5/23/2013	Texas Subdivision	UNT	4.50%	4/15/2016	Aa2	250,000	111.26	278,153	274,693	99.41	273,085	928	0.55%
54810C6X3	5/23/2013	Texas Subdivision	LCRA	5.00%	5/15/2016	A	290,000	112.86	327,300	322,843	99.55	321,395	958	0.61%
796456DW8	2/14/2013	Texas Subdivision	St Augustine ISD	1.00%	8/15/2016	AAA	500,000	101.21	506,050	504,971	99.84	504,180	1,050	0.65%
Total							$ 14,120,542		$ 14,471,786	$ 14,327,894		$ 14,335,756		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Market Value Summary
AS of 9/30/2013

CUSIP	Settle Date	Sec. Description	Mty Date	Market Value 6/30/2013	Change in Market Value	Market Value 9/30/2013
Tex-Pool		TexPool		$ 1,557,934	132	$ 1,558,066
TexStar		TexSTAR		1,382,467	61	$ 1,382,528
CD 1013162855	12/8/2011	CDARS	12/8/2013	1,006,277	1,015	1,007,292
CD 1013674007	4/5/2012	CDARS	4/3/2014	1,005,588	1,142	1,006,730
CD 4176803858	1/28/2013	Landmark Bank	9/28/2014	1,000,863	873	1,001,736
CD 4176803247	7/19/2011	Landmark Bank	7/11/2013	1,519,030	(1,519,030)	-
3133XUPZO	7/22/2011	FHLB	9/13/2013	401,985	(401,985)	-
31398A2M3	7/22/2011	FNMA	9/30/2013	1,002,432	(1,002,432)	-
31398AVZ2	2/7/2013	FNMA	3/13/2014	1,017,755	(5,763)	1,011,992
31328X25JO	2/2/2012	FHLMC	4/2/2014	1,290,658	(12,718)	1,277,940
052396B23	10/5/2011	Austin, TX CO	9/1/2014	294,149	(1,881)	292,268
590741X3	6/19/2013	Mesquite, TX	2/15/2015	142,681	(140)	142,541
590741V76	10/5/2011	Mesquite, TX	2/15/2015	117,202	(115)	117,087
3135GOHG1	2/23/2012	FNMA	3/16/2015	1,000,110	1,569	1,001,679
912828NLO	1/6/2012	Treasury Note	6/30/2015	1,030,000	(2,344)	1,027,656
3134G3MY3	2/28/2012	FHLMC	8/28/2015	1,002,781	(622)	1,002,159
313371VFO	3/11/2013	FHLB	12/11/2015	1,024,089	(820)	1,023,269
667825RN5	5/23/2013	Northwest ISD	2/15/2016	384,850	(697)	384,153
914729JM1	5/23/2013	UNT	4/15/2016	274,463	(1,378)	273,085
54810C6X3	5/23/2013	LCRA	5/15/2016	323,133	(1,738)	321,395
796456DW8	2/14/2013	St Augustine ISD	8/15/2016	502,355	1,825	504,180
Total				**$ 17,280,802**	**$ (2,945,046)**	**$ 14,335,756**

Sherman
CLASSIC TOWN. BROAD HORIZON.

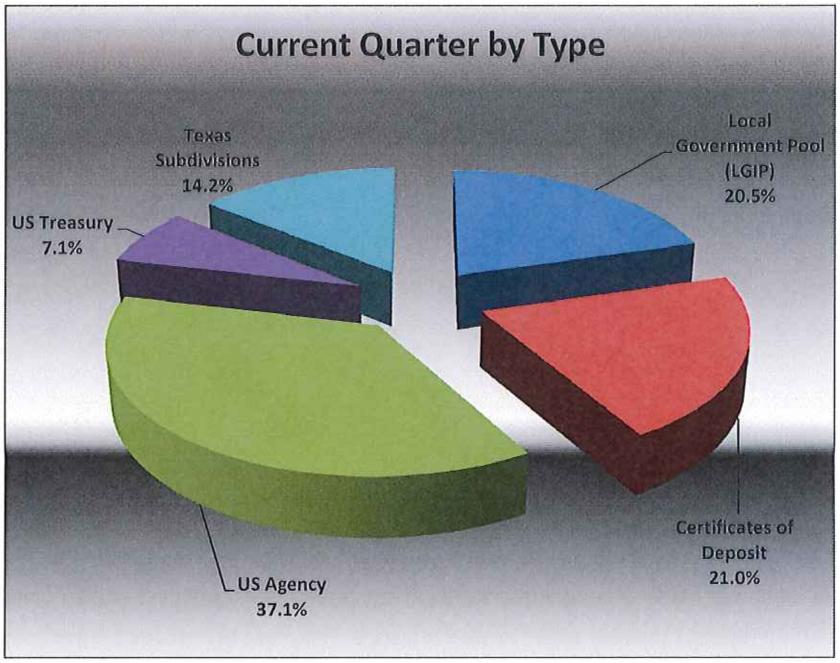
CITY OF SHERMAN, TX
Investment Transaction Report
AS of 9/30/2013

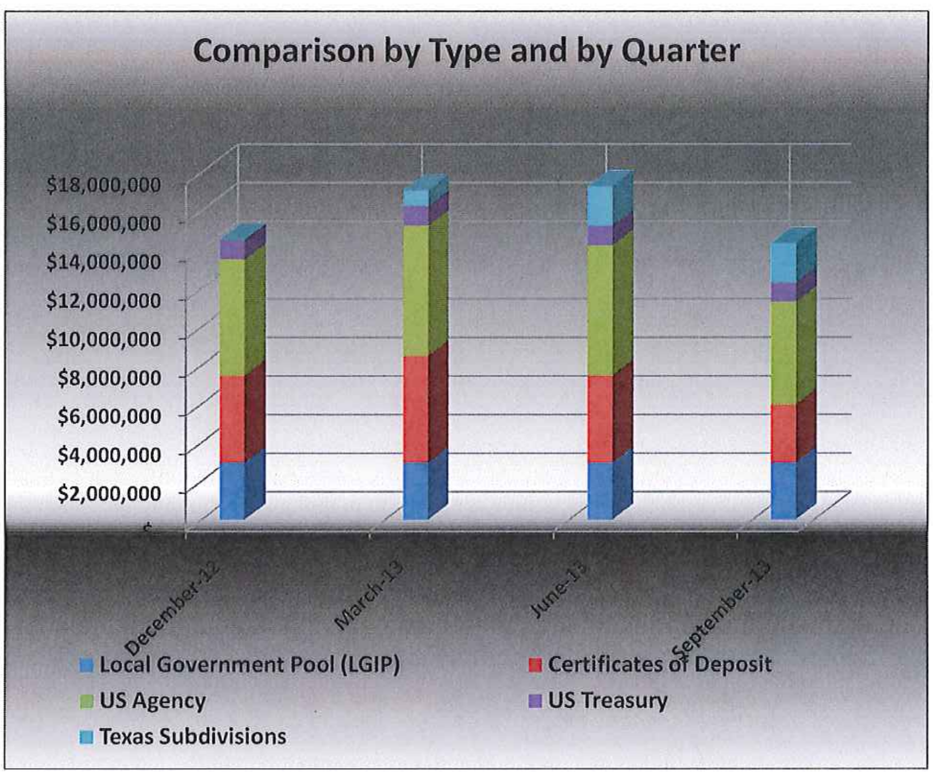
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/ Received	Total Amount	YTM
Maturities												
	7/22/2013	CD 4176803247	Landmark Bank	0.70%	7/11/2013		$ 1,500,000		$ 1,519,030	2,098	$ 1,521,128	0.70%
	9/13/2013	3133XUPZO	FHLB	2.63%	9/13/2013		400,000		400,000	5,250	405,250	0.61%
	9/30/2013	31398A2M3	FNMA	1.13%	9/30/2013		1,000,000		1,000,000	5,625	1,005,625	0.60%
Purchases												
	There were no purchases during the period.											
Income Payments												
	9/30/2013	Tex-Pool	LGIP	0.04%			1,558,015			179	179	0.04%
	9/30/2013	TexStar	LGIP	0.04%			1,382,527			157	157	0.04%
	4/30/2013	CD-4176803858	Landmark Bank	0.35%	9/28/2014		1,000,000			874	874	0.35%
	9/30/2013	CD 1013162855	CDARS CD	0.40%	12/8/2013		1,000,000			1,015	1,015	0.40%
	7/31/2013	CD 1013674007	CDARS CD	0.45%	4/3/2014		1,000,000			372	372	0.45%
	8/31/2013	CD 1013674007	CDARS CD	0.45%	4/3/2014		1,000,000			384	384	0.45%
	9/30/2013	CD 1013674007	CDARS CD	0.45%	4/3/2014		1,000,000			372	372	0.45%
	7/28/2013	3134G3MY3	FHLMC	0.65%	8/28/2015		1,000,000			3,250	3,250	0.65%
	7/1/2013	912828NLO	US Treasury	1.88%	6/30/2015		1,000,000			9,375	9,375	0.52%
	8/15/2013	796456DW8	SNGSCD	1.21%	8/15/2016		500,000			2,917	2,917	0.65%
	8/15/2013	667825RN5	NWISD	4.60%	2/15/2016		350,000			8,050	8,050	0.55%
	8/15/2013	590741V76	Mes TX	2.00%	2/15/2015		115,000			358	358	0.48%
	9/1/2013	052396B23	AUS	0.71%	9/1/2014		285,000			4,275	4,275	0.53%
	9/13/2013	31398AVZ2	FNMA	2.75%	3/13/2014		1,000,000			13,750	13,750	0.18%
	9/16/2013	3135GOHG1	FNMA	0.38%	3/16/2015		100,000			1,875	1,875	0.60%
Total							**$ 15,190,542**			**$ 60,176**	**$ 2,977,331**	

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Comparison by Type
AS of 9/30/2013

Cash/Investment Type	Balance 12/31/2012	Balance 3/31/2013	Balance 6/30/2013	Balance 9/30/2013	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	$ 2,938,938	$ 2,939,685	$ 2,940,257	$ 2,940,542	20.52%	50.00%
Certificates of Deposit	4,522,666	5,528,067	4,531,758	3,015,758	21.05%	30.00%
US Agency	6,017,515	6,761,318	6,736,046	5,310,833	37.07%	50.00%
US Treasury	1,033,430	1,030,127	1,026,788	1,023,412	7.14%	85.00%
Texas Subdivisions	-	800,751	2,049,624	2,037,349	14.22%	50.00%
Total	**$ 14,512,549**	**$ 17,059,948**	**$ 17,284,473**	**$ 14,327,894**	**100.00%**	





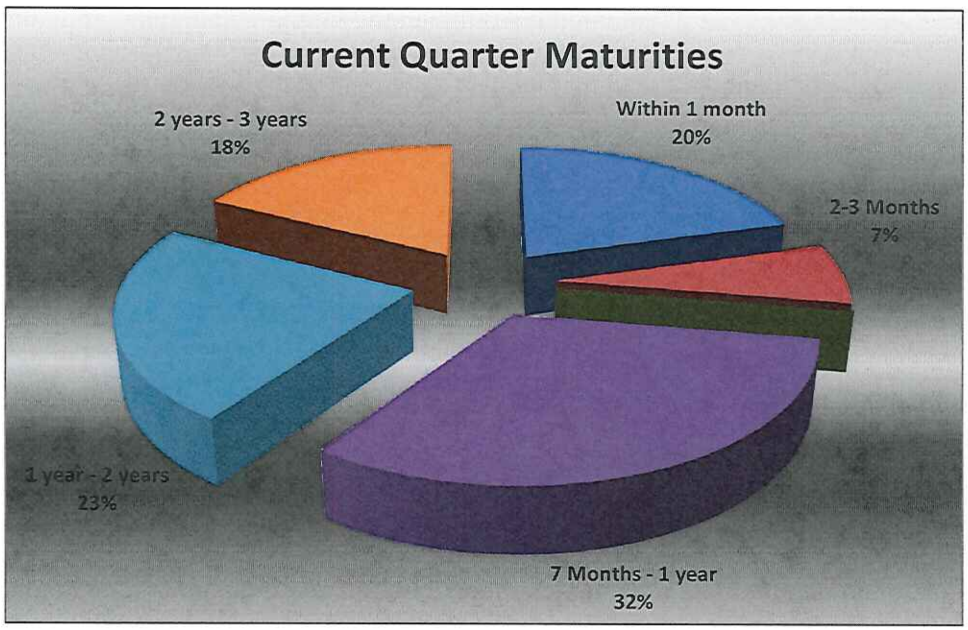
Sherman
CLASSIC TOWN. BROAD HORIZON.

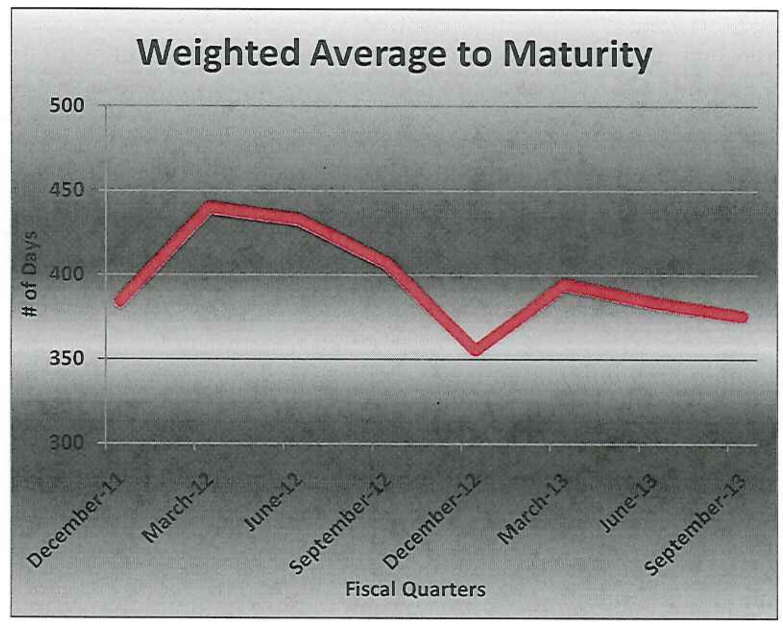
CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 9/30/2013

Maturity Time Frame	12/31/2012	3/31/2013	6/30/2013	9/30/2012	Percent of Portfolio	Minimum Allowable
Within 1 month	$ 2,938,938	$ 2,939,685	$ 4,459,287	$ 2,940,542	20.52%	
2-3 Months	-	1,001,891	2,409,254	1,007,292	27.55%	
4-6 Months	1,001,261	2,922,697	1,018,061	-	27.55%	
7 Months - 1 year	4,927,526	2,029,755	3,589,656	4,588,140	59.58%	50.00%
1 year - 2 years	2,616,259	4,598,280	3,284,284	3,280,495	82.47%	
2 years - 3 years	3,028,565	3,061,804	2,523,931	2,511,425	100.00%	
3 years - 4 years	-	505,837	-	-	100.00%	
4 years - 5 years	-	-	-	-	100.00%	100.00%
	$ 14,512,549	**$ 17,059,949**	**$ 17,284,473**	**$ 14,327,894**		

Liquidity Indicator

	12/31/2012	3/31/2013	6/30/2013	9/30/2012
Weighted Average Maturity	**355.16**	**394.35**	**383.92**	**375.62**

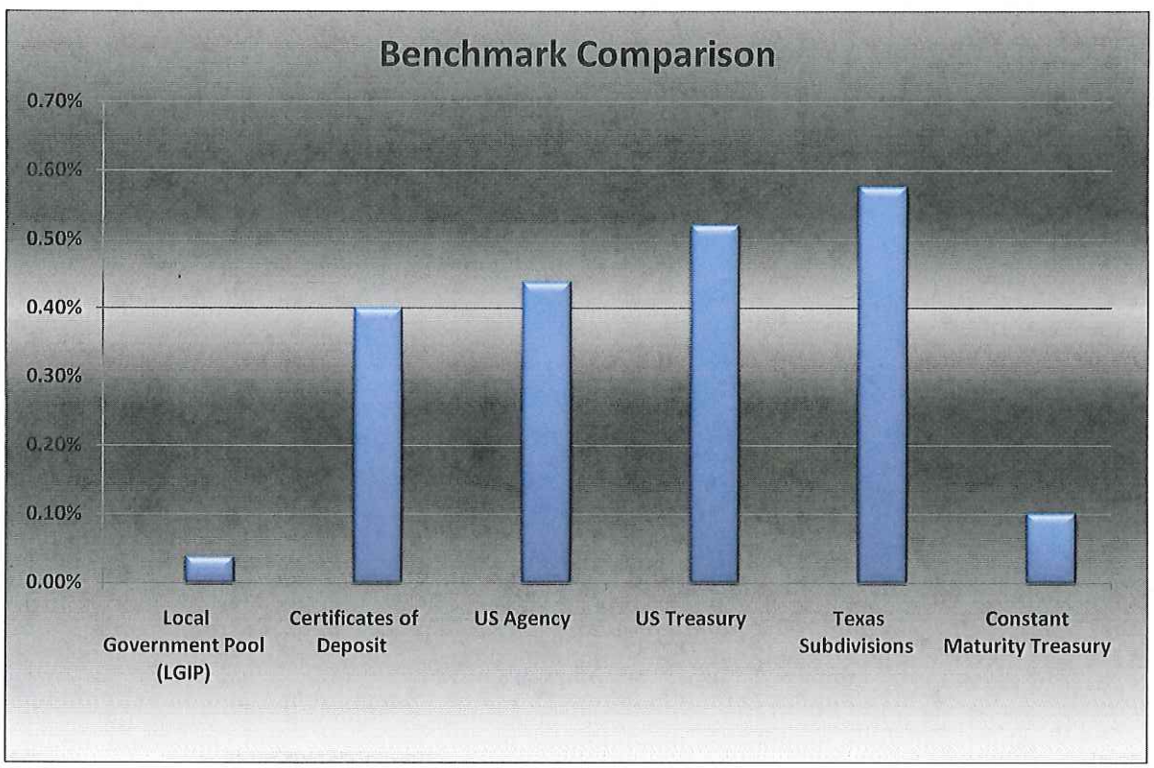




Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Earned Income
AS of 9/30/2013

Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
6/30/2013	Tex-Pool	TexPool		0.04%	179		179
6/30/2013	TexStar	TexSTAR		0.04%	157		157
9/30/2013	CD 1013162855	CDARS	0.40%	0.40%	1,015	-	1,015
7/31/2013	CD 1013674007	CDARS	0.45%	0.45%	372	-	372
8/31/2013	CD 1013674007	CDARS	0.45%	0.45%	385	-	385
9/30/2013	CD 1013674007	CDARS	0.45%	0.45%	372	-	372
7/28/2013	CD 4176803858	Landmark Bank	0.35%	0.35%	873	10	883
9/13/2013	31398AVZ2	FNMA	2.75%	0.18%	13,750	(13,366)	384
	31328X25JO	FHLMC	4.60%	0.36%	-	1,150	1,150
9/1/2013	052396B23	Austin, TX CO	0.71%	0.71%	4,275	(3,889)	386
	590741X33	Mesquite, TX	2.00%	0.48%	-	191	191
8/15/2013	590741V76	Mesquite, TX	2.00%	0.48%	358	(207)	151
9/16/2013	3135GOHG1	FNMA	0.38%	0.60%	1,875	(382)	1,493
7/1/2013	912828NLO	Treasury Note	1.88%	0.52%	9,375	(7,999)	1,376
8/28/2013	3134G3MY3	FHLMC	0.65%	0.65%	3,250	(1,607)	1,643
	313371VFO	FHLB	1.63%	0.44%	-	1,137	1,137
8/15/2013	667825RN5	Northwest ISD	4.60%	0.55%	8,050	(7,833)	217
	914729JM1	UNT	4.50%	0.55%	-	427	427
	54810C6X3	LCRA	5.00%	0.61%	-	471	471
8/15/2013	796456DW8	St Augustine ISD	1.00%	0.65%	2,917	(2,377)	540
9/30/2013	31398A2M3	FNMA	1.13%	0.60%	5,625	(4,142)	1,483
9/13/2013	3133XUPZO	FHLB	2.63%	0.61%	5,250	(4,802)	448
7/22/2013	CD 4176803247	Landmark Bank	0.70%	0.70%	2,098	(1,447)	651
					$ 60,176	**$ (44,665)**	**$ 15,511**



SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/04/2013

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Keep Sherman Beautiful Commission Chairperson

Issue:

Six of the seven members have been appointed to the Keep Sherman Beautiful Commission; and they are now ready to begin holding meetings. The City Council needs to appoint a Chairperson for the Commission. The term of the Chairperson is for one year.

Background:

The Keep Sherman Beautiful Commission shall function to assist the City Council and the City staff by involving individuals, businesses, and industries throughout the community to promote education and activities that encourage waste reduction, litter prevention, and beautification programs and projects in affiliation with the Keep Texas Beautiful objectives.

Origination:

The request originated with the City Manager's Office.

Financial Consideration:

There is no financial consideration to the appointment of a Chairperson for the Keep Sherman Beautiful Commission.

Staff Recommendation:

It is recommended that the City Council consider the appointment of a Chairperson to the Keep Sherman Beautiful Commission.

Alternatives:

The Council could delay the appointment.

Attachments

Roster
Fact Sheet
By-Laws

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION **LENGTH OF TERMS: SEE NOTE BELOW***
Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Jennifer Thompson	4			1	2 Year Term
Michael Deen	2			1	2 Year Term
Karen Tooley	4			1	2 Year Term
Lauren Roth	4			1	2 Year Term
Angela Krieger	1			1	2 Year Term
Dusty Payne	3			1	2 Year Term
Vacant					2 Year Term

NOTE: All members shall be appointed for terms of two (2) years, and shall not serve for more than three (3) consecutive terms.

FACT SHEET

KEEP SHERMAN BEAUTIFUL COMMISSION

Established by RESOLUTION 2805 – MARCH 2, 1992 – RE-ESTABLISHED BY RESOLUTION 3807 – APRIL 19,1999; RE-ESTABLISHED BY RESOLUTION 5041 – JULY 16, 2007

1. **Number of Members: SEVEN (7)**

2. **Term of Appointment: TWO (2) YEARS**

3. **Consecutive Term Rule: THREE YEARS**

4. **Qualifications for Membership: INTEREST IN KEEPING SHERMAN BEAUTIFUL; DEDICATION TO IMPLEMENTATION OF ASSIGNED PROJECTS**

5. **Appointed by: MAYOR AND CITY COUNCIL**

6. **Board Organization**

CHAIRPERSON _A__ VICE CHAIRPERSON __E_ SECRETARY _E_____

ELECTED ___ APPOINTED ____

7. **Departmental Responsibility: CITY MANAGER**

8. **Meeting Date: BI-MONTHLY AT 5:30 P.M. OR WHEN CALLED**

9. **Attendance Requirements: IF A COMMISSION MISSES TWO MEETINGS WITHOUT NOTICE AND/OR WITHOUT GOOD CAUSE WITHIN A CALENDAR YEAR, AFTER WRITTEN NOTIFICATION BY THE CHAIRMAN, HE/SHE SHALL AUTOMATICALLY RELINQUISH HIS/HER PLACE ON THE COMMISSION**

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PURPOSE:
Commission shall function to assist the City Council and the City staff by involving individuals, businesses, and industries throughout the community to promote education and activities and encourage waste reduction, litter prevention, and beautification programs and projects in affiliation with the Keep Texas Beautiful objectives.

RESPONSIBILITIES:
(1)To plan, initiate, direct, and coordinate community-wide efforts to achieve its goals
(2) To solicit and accept donations and appropriations for money, service, products, property, and/or facilities expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council
(3) To make recommendations to the City Council, as well as to the private sector, regarding measures which it deems necessary to accomplish the objectives of both the City and the Commission.

KEEP SHERMAN BEAUTIFUL COMMISSION
of the
CITY OF SHERMAN

BY-LAWS

ARTICLE I

Section 1. Name. The name of the organization shall be the "Keep Sherman Beautiful Commission, hereafter referred to as the "Commission," which is an advisory commission to the City Council of the City of Sherman, Texas.

Section 2. Creation. The Commission was organized on February 3, 1992, as an advisory commission to the City Council of the City of Sherman, Texas and ratified by Resolution No. 4043.

Section 3. Purpose and Duties. The Commission shall function to assist the City Council and the City staff by involving individuals, businesses, and industries throughout the community to promote education and activities that encourage waste reduction, litter prevention, and beautification programs and projects in affiliation with the Keep Texas Beautiful objectives.

Section 4. Powers. In order to perform the duties enumerated in Section 3 above, the Commission shall have the following authority.

1. To plan, initiate, direct, and coordinate community-wide efforts to achieve its goals.

2. To solicit and accept donations and appropriations of money, services, products, property, and/or facilities for expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council.

3. To make recommendations to the City Council as well as the private sector, regarding measures, which it deems necessary to accomplish the objectives of both the City and the Commission.

ARTICLE II

Section 1. Structure. The Commission shall be composed of seven (7) members who will serve without remuneration. The Commission shall have a Chairperson and a Vice-Chairperson.

Section 2. Membership. The members and Chairperson shall be appointed by the City Council with new terms beginning January 1 of each year. The President of the Sherman Chamber of Commerce or his/her authorized representative, the Director or the Downtown Sherman Preservation and Revitalization (DSP&R) or his/her authorized representative and the city staff designees shall serve as ex-officio members of the Commission.

Section 3. Committees: The City Council may direct the Chair to appoint temporary or special committees as needed to perform specific duties or to delegate certain tasks to be performed. A Committee shall include a least one Board Member and may include non-Board Members.

Sections 4. Voting Rights. Each member of the Commission shall have one (1) vote. The Chairperson shall vote only to break a tie. All voting shall be by voice vote or call for a roll call. Ex-officio members and members of temporary or special committees shall not have voting rights on the Commission.

ARTICLE III

Section 1. Meetings. Meetings of the Commission will be held at least bi-monthly at 5:30 p.m. in the Sherman City Council Chambers unless changed by the Commission, or when called by the Chairperson of the Commission, city staff designee, or by any three (3) Commission members. At least three (3) days' notice must be given before each meeting. All meetings shall be conducted in accordance with an agenda established for each meeting. The Commission shall submit to the City Council or city staff designee a copy of the minutes of each regular and special meeting with a list of members absent from such meeting.

Section 2. Open Meetings. All meetings shall be open to the public. Public notice of meetings shall be given at least 72 hours in advance of the meetings, as required by Chapter 551, Government Code of the State of Texas.

Section 3. Quorum. A simple majority of the total number of occupied Commission positions shall constitute a quorum for the transaction of business.

Section 4. Transaction of Business. Every act or decision done or made by a majority vote of the Commission members present at a duly called meeting at which a quorum is present shall be regarded as the act of the entire Commission.

Section 5. Order of Business. All meetings shall be conducted according to Roberts Rules of Order, current addition. It shall be the responsibility of each Commission member to observe that these rules are followed and the meeting conducted in accordance therewith.

ARTICLE IV

Section 1. Terms. All members shall be appointed for terms of two years, and shall not serve for more than three consecutive terms.

Section 2. Attendance and Participation. If a Commission member misses two meetings without notice and/or without good cause within a calendar year, after written notification by the Chairman, he/she shall automatically relinquish his/her place on the Commission. The Commission shall review the attendance and participation of all members, and report to the City Council at any time with a recommendation for appropriate City Council action. The City Council, on its own motion or at the request of the Commission, may remove any officer or member of the Commission at any time.

<u>Section 3. Resignation</u>. Any member may resign at any time by giving written notice to the Commission Chairperson. Such resignations will take effect on the date of receipt of such notice or at any later date specified therein. The acceptance of a resignation shall not be necessary to make it effective.

<u>Section 4. Vacancies</u>. A vacancy on the Commission shall be filled in the manner prescribed in Article 11, Section 2. The member appointed to such vacancy shall serve for the remainder of the term of the member replaced.

<u>Section 5. Duties</u>. The duties are as follows:

1. <u>Commission Chairperson</u>. The Commission Chairperson shall be the spokesperson for the Commission at public functions, and ex-officio member of all committees; shall establish an agenda for all meetings. In addition, the Commission Chairperson shall present reports to the Commission, its members, and to the City Council as the business of the Commission and of the City as may require.

2. <u>Commission Vice-Chairperson</u>. Acts in the place and stead of the Commission Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Commission.

3. <u>Recording Secretary</u>. Shall keep the minutes of all meetings, and in the Recording Secretary's absence, the Chairman shall designate another member to act as Recording Secretary. The Recording Secretary may accept the assistance of City Personnel in the transcribing the minutes, when available, but shall sign same officially before presenting it to the Board for approval.

4. <u>Committee Chairpersons</u>. Shall perform such duties as may be required of them by the Commission.

<u>ARTICLE V</u>

<u>Section 1. Management of Funds</u>. As may be approved by the City Council from time to time, the Commission may receive and disburse funds within the limitations of appropriations, gifts and grants, and in connection with projects or undertakings, which shall be deposited with the City. All disbursements of funds must either be approved by the City Manager, if the expenditure is less than twenty-five thousand ($25,000.00) dollars, or by the City Council, if the expenditure is more than twenty-five thousand ($25,000.00) dollars. The Commission, upon approval of the City Council and in accordance with state and local laws, policies and procedures, may contract with any private or public agency to the extent required for its proper operation. The Commission shall make its annual report to the City Council in October on the preceding year's activities. The report shall include the Commission's actions and accomplishments in connection with each project or undertaking, and shall include as part of its report a detailed statement of its receipts and disbursements from whatever source and to whatever object for the preceding twelve (12) months. The Commission shall present its proposed projects and budget to the City for their consideration during the annual budget planning process, detailing its anticipated revenues and expenditures for the fiscal year. Any funds for the Commission shall be kept by the City of Sherman and dispensed in accordance with state law, city ordinances, the City Charter, and established City policies and procedures.

ARTICLE VI

Section 1. Amendments. These By-Laws may be amended by the City Council at any regular City Council meeting, upon its own motion or at the request of the Commission.

ARTICLE VII

Section 1. Conflicts. In the case of any conflict between city ordinance, the City Charter, and these By-Laws, the city ordinance or the City Charter, shall control.

Section 2. Majority. As used in By-Laws, the term "majority" shall mean those votes totaling more than fifty percent (50%) of the total vote of the membership. Unless otherwise stated, all decisions will be by majority vote.

ARTICLE VIII

Section 1. Dissolution. In the event of dissolution, the residual assets of the Commission shall be left to the discretion of the City Council.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/04/2013

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2013 Council Calendar

2013

JANUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
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27	28	29	30	31		

FEBRUARY						
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NOVEMBER						
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DECEMBER						
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29	30	31				

03/13/2013	12 noon Called Council Meeting for General Services, Financial, and Comprehensive Master Plan Updates
04/26/2013	Called Budget Planning Meeting in Council Chambers
06/19/2013	Called Budget Workshop in Council Chambers
06/20/2013	Second Day of Budget Workshop Cancelled
07/01/2013	Council Meeting Cancelled

09/02/2013	Labor Day/Called Council Meeting on 09/03/2013
09/09/2013	12 noon Called Joint Meeting with SEDCO Board (also Intro & Adoption of Annexation Ordinance for 63.757 acres at SW Corner of FM 1417/Heritage Parkway & FM 691)
11/05/2013	Regular Municipal Election (Council Member Districts 1 and 3)