CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 3, 2014
5:00 P.M.

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

A. 2. **PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER TOM WATT**

A. 3. **INVOCATION BY COUNCIL MEMBER TOM WATT**

A. 4. **APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 20, 2014**

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. 5908***
Authorizing Execution of Amendment #1 to the Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for the Reconstruction of the Northbound Frontage Road of US 75 at Loy Lake

C. 2. **** RESOLUTION NO. 5909***
Authorizing Execution of a Cooperative Purchasing Agreement between the City of Sherman and the City of Denton

C. 3. **** RESOLUTION NO. 5910***
Authorizing Execution of an Interlocal Agreement between the City of Sherman and the North Central Texas Council of Governments (NCTCOG) for Actuarial Shared Services Related to the City's Annual Audit

C. 4. **** RESOLUTION NO. 5911***

Authorizing Execution of a Master Agreement and Engagement Letter between the City of Sherman and Gabriel Roeder Smith and Company (GRS) to Perform Actuarial Consulting Services under the Shared Services Arrangement between GRS and the North Central Texas Council of Governments (NCTCOG)

C. 5. **RESOLUTION NO. 5912**

Approving a Contract with American Suncraft Construction Co. for the Repair and Repainting of the Gallagher Elevated Storage Tank

C. 6. **** RESOLUTION NO. 5913***

Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 815 West Lamar Street

C. 7. **** RESOLUTION NO. 5914***

Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 817 West Lamar Street

C. 8. **** RESOLUTION NO. 5915***

Authorizing Execution of an Attorney-Client Agreement with Shelby Law, PLLC

C. 9. **** RESOLUTION NO. 5916***

Authorizing the Purchase of a 2015 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. 10. **** RESOLUTION NO. 5917***

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)

Other Business

D. 1. **** OTHER BUSINESS***

Approval of the 2014 Ad Valorem Tax Roll Value and Tax Levy

E. **CITIZEN REQUESTS**

F. **MEDIA QUESTIONS**

G. **COUNCIL COMMENTS**

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

Dated this 31st day of October, 2014
City of Sherman, Texas

____
City Clerk

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

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

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

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

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

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

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

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/03/2014
Prepared By: Linda Ashby, City Clerk
Approved By: George Olson, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 20, 2014

Attachments

October 20, 2014

STATE OF TEXTS §

October 20, 2014

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on October 20, 2014.

MEMBERS PRESENT:	**MAYOR CARY WACKER; DEPUTY MAYOR ROBERT SOFTLY.** **COUNCIL MEMBERS DAVIS, JOHNSON, PLYLER, SOFEY, WATT.**
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 Invocation were given by Deputy Mayor Robert Softly.

APPROVE MINUTES

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of October 6, 2014. Council Member Plyler moved to approve the Minutes as presented; Second by Deputy Mayor Softly. All present voted AYE.
MOTION CARRIED.

SPECIAL PRESENTATION
RECOGNIZING OUTGOING SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD MEMBERS CHRIS PENDERGRASS AND DEAN GILBERT, JR.

SEDCO MEMBERS RECOGNITION

Mayor Wacker recognized Chris Pendergrass and Dean Gilbert, Jr. for their service on the Sherman Economic Development Corporation Board of Directors. She presented each with a memento of their service recognizing their "vision and inspiration" in moving Sherman forward.

She said she hoped they would both continue to "stay connected" with the City of Sherman as we move forward with economic development.

PROCLAMATION
"LIONS WHITE CANE DAY" – OCTOBER 25, 2014

LIONS WHITE CANE DAY (OCT. 25, 2014)

Mayor Wacker presented a proclamation designating October 24, 2014 as "Lions White Cane Day" to Dr. Jerry Gundersheimer, Lions Club Member and White Cane Day Chairman.

Dr. Gundersheimer thanked the Mayor and City Council for their support and help raising these funds. This allows the Lions Club to give back to the community by providing eye exams and glasses to needy school children.

CONSENT AGENDA

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

RESOLUTIONS

RESOLUTION NO. 5898 -- AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

RES 5898 FIRE CONTRACT WITH 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, 2014 THROUGH SEPTEMBER 30, 2015.

Mayor Wacker confirmed that this was the annual contract renewal for fire services in the County and the dollar amount was the same as last year.

ACTION TAKEN.

Motion by Council Member Watt to approve Resolution No. 5898, as presented. Second by Council Member Plyler.

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

RESOLUTION NO. 5899 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

RES 5899 AMBULANCE CONTRACT WITH 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, 2014 THROUGH SEPTEMBER 30, 2015.

Mayor Wacker confirmed that this was the annual contract renewal for ambulance services in the County and the dollar amount was the same as last year.

ACTION TAKEN.

Motion by Deputy Mayor Softly to approve Resolution No. 5899, as presented. Second by Council Member Sofey.

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

<u>RESOLUTION NO. 5900 – AUTHORIZING EXECUTION OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY FOR A MULTI-JURISDICTIONAL CODERED® EMERGENCY NOTIFICATION SYSTEM</u>

RES 5900
CODERED SYSTEM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY FOR A MULTI-JURISDICTIONAL CODERED® EMERGENCY NOTIFICATION SYSTEM.
CONSENT AGENDA.

<u>RESOLUTION NO. 5901 – AUTHORIZING EXECUTION OF AN ESCROW AGREEMENT WITH STEPHEN H. KLAS FOR CONSTRUCTION OF WASHINGTON BEND PHASE I</u>

RES 5901
ESCROW ON WASHINGTON BEND PHASE I

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ESCROW AGREEMENT WITH STEPHEN H. KLAS FOR CONSTRUCTION OF WASHINGTON BEND PHASE I.
CONSENT AGENDA.

<u>RESOLUTION NO. 5902 – AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE GALLAGHER ELEVATED TANK PAINTING AND REHABILITATION PROJECT</u>

RES 5902
GALLAGHER ELEVATED TANK PAINTING PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE GALLAGHER ELEVATED TANK PAINTING AND REHABILITATION PROJECT.
CONSENT AGENDA.

<u>RESOLUTION NO. 5903 – AUTHORIZING THE PURCHASE OF A 2015 AUTOCAR ACX64 AUTOMATED SIDE LOAD CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM CHASTANG FORD / AUTOCAR THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)</u>

RES 5903
SOLID WASTE VEHICLE PURCHASE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2015 AUTOCAR ACX64 AUTOMATED SIDE LOAD CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM CHASTANG FORD / AUTOCAR THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

<u>RESOLUTION NO. 5904 – AUTHORIZING THE PURCHASE OF A HEIL AUTOMATED SIDE LOAD BODY FOR THE SOLID WASTE SERVICES DEPARTMENT FROM HEIL OF TEXAS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)</u>

RES 5904
SOLID WASTE VEHICLE PURCHASE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A

HEIL AUTOMATED SIDE LOAD BODY FOR THE SOLID WASTE SERVICES DEPARTMENT FROM HEIL OF TEXAS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 5905 RESIDENTIAL TAX ABATEMENT (708 N. FRISCO RD)

RESOLUTION NO. 5905 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 708 NORTH FRISCO ROAD
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 708 NORTH FRISCO ROAD.
CONSENT AGENDA.

RES 5906 RESIDENTIAL TAX ABATEMENT (712 N. FRISCO RD)

RESOLUTION NO. 5906 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 712 NORTH FRISCO ROAD
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 712 NORTH FRISCO ROAD.
CONSENT AGENDA.

OTHER BUSINESS

CLOSE STREETS FOR CHRISTMAS PARADE (DEC. 5, 2014)

CONSIDER REQUEST OF THE SHERMAN CHAMBER OF COMMERCE TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE ANNUAL SHERMAN CHRISTMAS PARADE AND SNOWFLAKE FESTIVAL ON FRIDAY, DECEMBER 5, 2014 WITH A RAIN/MAKE UP DATE OF FRIDAY, DECEMBER 12, 2014
Don Keene, Director of Community and Support Services, said the staff is ready to work with the Chamber of Commerce and looks forward to a good event.

Mayor Wacker verified that the applications for participation in the parade are on the Chamber of Commerce's website.

ACTION TAKEN.

> **Motion by Council Member Plyler to approve the Chamber of Commerce's request to temporarily close certain streets for the Annual Christmas Parade and Snowflake Festival on December 5, 2014, with a rain date of December 12, 2014, as presented. Second by Council Member Watt.**

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

<u>RECEIVE PRESENTATION FROM POLICE CHIEF OTIS HENRY ON THE POLICE DEPARTMENT'S ANNUAL HALLOWEEN EVENT, "FRIGHT FEST"</u>

FRIGHT FEST

Police Sergeant D.M. Hampton presented an update on the 13th Annual "Fright Fest" scheduled for October 30, 2014, on the Municipal Building grounds.

The event began after the 9/11 terrorist attacks, as a safe community event for children. Sergeant Bruce Dawsey originally had the idea and the department worked to pull it together, holding it on the Court House Square. Ten people signed up that year for booths.

Now, 13 years later, the event averages 50 to 60 organizations that set up booths to distribute candy to children. An estimated 3,000 to 5,000 people attend the event annually. The event is free for both the booths and the people attending. A "Spooky Booth" Award is presented each year and the event features a band.

Sergeant Hampton thanked the City Council for their continued support of the event.

<u>APPROVE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED SEPTEMBER 30, 2014</u>

QUARTERLY INVESTMENT REPORT

The City Council approved the Quarterly Investment Report for the quarter ended September 30, 2014. As of September 30, 2014, the portfolio was in compliance with applicable State laws and the Investment Policy.

The Operating Investment Portfolio had a book value of about $16.8 million, an increase of about $1.2 million from prior quarter of $15.6 million, due to robust sales tax collections during the period.

This portfolio is appropriately liquid, and its weighted-average maturity was about 415 days, down from 442 days last period. The portfolio yield of 0.46% for the quarter is higher than the benchmark yield of 0.11%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.
CONSENT AGENDA.

<u>CITIZENS REQUESTS</u>

CITIZENS REQUESTS

There were no citizen's requests.

<u>MEDIA QUESTIONS</u>

MEDIA QUESTIONS

There were no media questions.

<u>APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS</u>
<u>KEEP SHERMAN BEAUTIFUL COMMISSION (1)</u>

KEEP SHERMAN BEAUTIFUL COMMISSION

ACTION TAKEN.

Motion by Council Member Plyler to appoint Heather Sahr to the Keep Sherman Beautiful Commission for a term from October 21, 2014 to January 1, 2017. Second

by Deputy Mayor Softly.
VOTING AYE: Davis, Johnson, Plyler, Sofey, Softly, Watt.
VOTING NAY: None.
MOTION CARRIED.

COUNCIL COMMENTS

MEALS ON WHEELS BOARD OF DIRECTORS

MEALS ON WHEELS BOARD OF DIRECTORS

Council Member Plyler thanked Deputy Mayor Softly for his leadership in serving as the City's representative on the Meals on Wheels Board. He said he looked forward to continuing in that capacity.

MEALS ON WHEELS BOARD OF DIRECTORS

MEALS ON WHEELS BOARD OF DIRECTORS

Deputy Mayor Softly thanked Council Member Plyler for taking over service on the Meals on Wheels Board.

UPCOMING ELECTION

UPCOMING ELECTION

Council Member Watt reminded citizens that an Election is scheduled for November 4, 2014, and one of the best ways to strengthen the country is to have intelligent and educated voters. He asked voters to review the issues and the candidates and cast their vote.

MUNICIPAL ELECTION

MUNICIPAL ELECTION

Mayor Wacker said the City of Sherman was able to cancel their Election because the candidates were unopposed. She thanked Terrence Steele and said Council Member Plyler will be returning. They will be seated later in November.

Early Voting for the General Election started today and there are several locations for voting.

HALLOWEEN EVENTS

HALLOWEEN EVENTS

Mayor Wacker said besides Fright Fest, there are several other Halloween events in Sherman. A Halloween Carnival will be held at Pecan Grove West Park on October 23, from 6:00 p.m. until 8:00 p.m. Another event will be held at Kidd-Key Auditorium on October 23.

The Public Library will hold a Trick-or-Treat Village on October 25. Children can wear costumes and there is no cost to attend the event. The Library will also sponsor a Halloween Pajama Storytime on October 28, at 6:30 p.m.

LOY LAKE ROAD BRIDGE

LOY LAKE ROAD BRIDGE

Mayor Wacker said the Loy Lake Road Bridge is scheduled to reopen sometime this week. She said the entire County is anxiously waiting for the bridge to reopen.

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 551.074	**PERSONNEL MATTERS: DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:17 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:32 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 6:33 p.m.

____
MAYOR

____
CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/03/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

CONSENT AGENDA

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

List of Agenda Items:

C.1. **** RESOLUTION NO. 5908***
Authorizing Execution of Amendment #1 to the Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for the Reconstruction of the Northbound Frontage Road of US 75 at Loy Lake

C.2. **** RESOLUTION NO. 5909***
Authorizing Execution of a Cooperative Purchasing Agreement between the City of Sherman and the City of Denton

C.3. **** RESOLUTION NO. 5910***
Authorizing Execution of an Interlocal Agreement between the City of Sherman and the North Central Texas Council of Governments (NCTCOG) for Actuarial Shared Services Related to the City's Annual Audit

C.4. **** RESOLUTION NO. 5911***
Authorizing Execution of a Master Agreement and Engagement Letter between the City of Sherman and Gabriel Roeder Smith and Company (GRS) to Perform Actuarial Consulting Services under the Shared Services Arrangement between GRS and the North Central Texas Council of Governments (NCTCOG)

C.6. **** RESOLUTION NO. 5913***
Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 815 West Lamar Street

C.7. **** RESOLUTION NO. 5914***
Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 817 West Lamar Street

C.8. **** RESOLUTION NO. 5915***
Authorizing Execution of an Attorney-Client Agreement with Shelby Law, PLLC

C.9. **** RESOLUTION NO. 5916***

Authorizing the Purchase of a 2015 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.10. **** RESOLUTION NO. 5917***

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)

D.1. **** OTHER BUSINESS***

Approval of the 2014 Ad Valorem Tax Roll Value and Tax Levy

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman CLASSIC TOWN. BROAD HORIZON.

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

Meeting Date: 11/03/2014

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

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5908***

Authorizing Execution of Amendment #1 to the Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for the Reconstruction of the Northbound Frontage Road of US 75 at Loy Lake

Issue:

To execute Amendment #1 to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for raising the US 75 northbound frontage road at the intersection of Loy Lake Road

Background:

At the April 15, 2013 City Council meeting, the AFA with TxDOT for the reconstruction of the northbound frontage road of US 75 at Loy Lake was approved. The agreement was requested by UCR with the purpose of raising the intersection of the northbound frontage road and Loy Lake. UCR agreed to contribute $1.3 million to the improvements. Because TxDOT cannot enter into a contract with a private entity, an AFA was needed between TxDOT and the City of Sherman to provide the funds to TxDOT.

UCR has recently approached the City of Sherman about continuing access to the site from the eastbound direction for the duration of construction. The plans can be modified to maintain this access; however, work in the amount of $52,005.78 is needed in order to complete the necessary improvements. UCR has agreed to contribute the funds necessary to complete the work.

Origination:

Engineering

Financial Consideration:

Funds in the amount of $52,005.78 are anticipated to be received from UCR to cover the payment provision requirement of the Amendment in accordance with the separate letter agreement with UCR that was developed to line out these financial arrangements.

Staff Recommendation:
Execute Amendment #1 to the Advance Funding Agreement with TxDOT

Alternatives:
Those as may be directed by the City Council

Attachments

Resolution No. 5908
Advance Funding Agreement Amendment #1
Location Map

RESOLUTION NO. 5908

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT #1 TO THE ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE RECONSTRUCTION OF THE NORTHBOUND FRONTAGE ROAD OF US 75 AT LOY LAKE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Amendment to the Advance Funding Agreement between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation, for the reconstruction of the northbound frontage road of US 75 at Loy Lake, in accordance with the terms and provisions of the contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________
LINDA ASHBY,
CITY CLERK

BY: ________________________________
CAROLYN S. WACKER,
MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

CSJ # 0047-18-068
District # 01-Paris
Code Chart 64 #39200
Project: US 75 @ Loy Lake Road
Federal Highway Administration
CFDA # ____________________
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT #1

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

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on April 28 of 2013 to effectuate their agreement to intersection reconstruction as part of the overall project of widening an existing bridge at Loy Lake Road in the City of Sherman; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

At the request of the City of Sherman, phase 3 of the subject project has been revised so that access can be maintained to adjacent property to the North Bound Frontage Road. The proposed cost of the additional work is $52,005.78. The total amount for this agreement is now increased from $1,300,000.00 to 1,352,005.78 (as shown in Attachment A-1).

Therefore, Attachment A, payment provision and work responsibilities, is deleted in its entirety and replace by Attachment A – 1, payment provision and work responsibilities.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

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

CSJ # 0047-18-068
District # 01-Paris
Code Chart 64 #39200
Project: US 75 @ Loy Lake Road
Federal Highway Administration
CFDA # ____________________
Not Research and Development

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

THE LOCAL GOVERNMENT

____
Signature

____
Typed or Printed Name

City Manager
Title

____
Date

THE STATE OF TEXAS

____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

____
Date

CSJ # 0047-18-068
District # 01-Paris
Code Chart 64 #39200
Project: US 75 @ Loy Lake Road
Federal Highway Administration
CFDA # ____________________
Not Research and Development

ATTACHMENT A - 1

PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government is responsible for funding 100% the portion of the project that consists of raising the frontage road at the intersection of Loy Lake Road and US 75 Northbound frontage road in the City of Sherman. Payment by the Local Government of $1,352,005.78 shall be made sixty (60) days prior to construction. The State is responsible for performing the work.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Engineering Department

400 200 0 400 Feet

N

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman — CLASSIC TOWN. BROAD HORIZON.

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

Meeting Date: 11/03/2014

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

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5909***

Authorizing Execution of a Cooperative Purchasing Agreement between the City of Sherman and the City of Denton

Issue:

A Cooperative Purchasing Agreement with the City of Denton to purchase crushed concrete

Background:

By entering into a Cooperative Purchasing Agreement with the City of Denton, the City of Sherman will have the opportunity to realize competitively bid pricing for crushed concrete rock for the Street Department. Chapter 271 of the Texas Local Government Code statutorily authorizes local governments to participate in cooperative purchasing programs, which allows the local government to purchase from a contract currently existing between another local government and a vendor. This Cooperative Purchasing Agreement fully satisfies the statutory competitive bid requirements.

The contracted vendor, Big City Crushed Concrete, has communicated to the City of Sherman that they are currently in a competitively bid contract with the City of Denton; and the City of Denton has confirmed this contract.

The proposed Cooperative Purchasing Agreement will remain in effect from the date of execution until terminated by either party to the agreement.

Origination:

Street Maintenance Department

Financial Consideration:

Budgeted funds will be used for related purchases.

Staff Recommendation:

Staff recommends that the City Council authorize execution of a Cooperative Purchasing Agreement between the City of Sherman and the City of Denton.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5909

Cooperative Purchasing Agreement

RESOLUTION NO. 5909

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF DENTON; 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Cooperative Purchasing Agreement with the City of Denton to effect competitive bid pricing for crushed concrete rock for the Street Department, as set forth in accordance with the terms and provisions of the Cooperative Purchasing Agreement 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 ________________, 2014.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

BY: ______________________________
CAROLYN S. WACKER, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY, CITY ATTORNEY

ORDINANCE NO. 2014-332

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE PURCHASING PROGRAM AGREEMENT WITH THE CITY OF SHERMAN, TEXAS UNDER SECTION 271.102 OF THE LOCAL GOVERNMENT CODE, TO AUTHORIZE CITY OF DENTON CONTRACTS FOR THE PURCHASE OF VARIOUS GOODS AND SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS THEREFOR; AND DECLARING AN EFFECTIVE DATE (FILE 5661-COOPERATIVE PURCHASING PROGRAM AGREEMENT WITH THE CITY OF SHERMAN).

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager or his designee is hereby authorized to execute the Cooperative Purchasing Program Agreement with the City of Sherman, Texas under Section 271.102 of the Texas Government Code, a copy of which is attached hereto and incorporated by reference herein (the "Agreement").

SECTION 2. The City Manager or his designee is authorized to expend funds pursuant to the Agreement for the purchase of various goods and services.

SECTION 3. The City Council of the City of Denton, Texas hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under File 5661 to the City Manager of the City of Denton, Texas, or his designee.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 21st day of October, 2014.

CHRIS WATTS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: Jane Richardson, Asst.

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY:

COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF SHERMAN, TEXAS AND CITY OF DENTON, TEXAS

STATE OF TEXAS

COUNTY OF DENTON

THIS AGREEMENT is made on the 21st day of October, 2014, between the City of Denton, and the City of Sherman; jointly referred to herein as "parties."

WHEREAS, the respective parties are authorized by Local Government Code, Chapter 271, to enter into contracts and agreements for participation in cooperative purchasing programs; and

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purpose of Local Government Code, Chapter 271; and

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation; and

WHEREAS, it is deemed in the best interest of all parties that said governments do enter into a mutually satisfactory agreement for the purchase of certain materials and supplies; and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, the parties agree to designate a person to act under the direction of and on behalf of the parties in all matters relating to this agreement; and

WHEREAS, the parties agree to be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery to the extent provided herein;

NOW, THEREFORE, the parties hereto, inconsideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under Local Government Code, Chapter 271, promise and agree as follows:

I.
Purpose

The purpose of this Agreement is to authorize the parties' mutual participation in various contracts for the purchase of various goods and services. Participation in this cooperative program will be highly beneficial to the taxpayers of the participating parties through anticipated savings to be realized.

II.
Duration of Agreement

This Agreement shall be in effect from the date of execution until terminated by either party to the agreement.

III.
Relationship of Parties

It is agreed that the parties, in receiving products and/or services specified in this agreement, shall act as an independent purchaser and shall have control of its needs and the manner in which they are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any Supplier Agreement obtained in accordance with Texas law.

Parties shall notify all participating entities of available contracts to include terms of contract, commodity cost, contract names and addresses, and shall keep participating parties informed of all changes to the Cooperative Purchasing list of contracts.

Nothing in this agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this agreement individually and in its own behalf.

The City Manager, or his designee, is hereby designated as the official representative to act for the City of Denton in all matters relating to this agreement.

The City Manager, or his designee, is hereby designated as the official representative to act for the City of Sherman in all matters relating to this agreement.

The parties agree to make payments to directly to a vendor under this contract as provided herein.

The parties agree to be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery to the extent provided herein.

IV.
Purchase of Goods and Services

All products and services shall be procured in accordance with procedures governing competitive bids and competitive proposals.

The parties will be able to purchase from those contracts established by the other where notice has been given in the specifications and successful bidder has accepted terms for Cooperative Purchasing Agreements for local governments.

The parties hereto agree that the ordering of products and services through this agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly, or as deemed advantageous to both parties.

The parties agree to pay successful bidders or anticipating governments directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

Parties do not warrant and are not responsible for the quality or delivery of products or services from successful bidder. The participating parties shall receive all warranties provided by successful bidder for the products or services purchased.

In the event that any dispute arises between individual parties and a successful bidder, the same shall be handled by and between the participating party's governmental body and the bidder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers thereon the day and the year first above written.

CITY OF SHERMAN

By: Carolyn S. Wacker
Mayor

CITY OF DENTON

Howard Martin

By: George C. Campbell
City Manager
Acting City Manager

File 5661

ATTEST:

____

By: Linda Ashby
City Clerk

APPROVED AS TO FORM
AND CONTENT:

____

By: Brandon S. Shelby
City Attorney

ATTEST:

Jane Richardson, Asst.

By: Jennifer Walters, City Secretary

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

By: ______________________________

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman
CLASSIC TOWN. BROAD HORIZON.

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

Meeting Date: 11/03/2014

Prepared By: Robby Hefton, Deputy City Manager

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5910***

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the North Central Texas Council of Governments (NCTCOG) for Actuarial Shared Services Related to the City's Annual Audit

Issue:

Approving an Interlocal Agreement (ILA) with NCTCOG for shared actuarial services

Background:

Every two years, the City is required to obtain an actuarial valuation of its Post-Employment Benefits plan to provide an estimate of its liability, required contribution, and cost under Governmental Accounting Standard Board No. 45 (GASB 45). This ILA allows the City to participate in the agreement between NCTCOG and Gabriel Roeder Smith & Company ("GRS"). A separate Engagement Letter and Master Agreement between GRS and the City includes the services and estimated fees.

Origination:

Finance Department

Financial Consideration:

There is no cost associated with the Interlocal Agreement. The cost of the services is included in the Engagement Letter.

Staff Recommendation:

The staff recommends approval of this Interlocal Agreement.

Alternatives:

The Council could decide not to enter into the Interlocal Agreement with NCTCOG.

Attachments

Resolution No. 5910

Interlocal Agreement

RESOLUTION NO. 5910

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) FOR ACTUARIAL SHARED SERVICES RELATED TO THE CITY'S ANNUAL AUDIT; 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the North Central Texas Council of Governments (NCTCOG) for actuarial shared services related to the City's annual audit, in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes.

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

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

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

INTERLOCAL AGREEMENT
FOR
COOPERATIVE PURCHASING
FOR

ACTUARIAL SHARED SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, Texas 76011, and the CITY OF SHERMAN ,a local government, created and operated to provide one or more governmental functions and services, hereinafter referred to as "Participant," having its principal place of business at 220 West Mulberry, Sherman, Texas.

W I T N E S S E T H

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the development of a standard approach for acquiring actuarial services; and

WHEREAS, in reliance on such authority, NCTCOG has a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, NCTCOG extended the original agreement with Gabriel, Roeder, Smith and Company to provide such services to until September 30, 2017; and

WHEREAS, the Participant has represented that it is an eligible entity under the Act that by Administrative Action has authorized this Agreement on November 3, 2014, and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the PARTICIPANT do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Participant represents and warrants to NCTCOG that **(1)** it is eligible to contract with NCTCOG under the Act because it's a local government, as defined in the Act, and **(2)** it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS
NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT
This Agreement and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: BILLINGS
Billings will be generated for the Actuarial Shared Services through Gabriel Roeder Smith & Company based upon Administrative Fee of $125 per valuation cycle (effective October 1, 2012). Each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party.

ARTICLE 5: CHANGES AND AMENDMENTS
This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

NCTCOG reserves the right to make changes in the scope of services offered through the Cooperative Purchasing Program to be performed hereunder.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

**Denotes required fields*

NOTE: Facsimile copies of this document shall not be acceptable as ORIGINALS. Interstate v1 rev. 10/05

***City of Sherman**
Name of Participant *(local government, agency, or non-profit corporation)*

***P.O. Box 1106**
Mailing Address

***Sherman**	**TX**	**75091**
City	State	ZIP Code

*By:
Signature of Authorized Official

*
Typed Name of Authorized Official

*
Typed Title of Authorized Official   Date

North Central Texas Council of Governments
616 Six Flags Drive, Arlington, Texas 76011

*By:
Signature of Authorized Official

***Monte Mercer**
Typed Name of Authorized Official

***Deputy Executive Director**
Typed Title of Authorized Official   Date

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/03/2014

Prepared By: Robby Hefton, Deputy City Manager

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5911***

Authorizing Execution of a Master Agreement and Engagement Letter between the City of Sherman and Gabriel Roeder Smith and Company (GRS) to Perform Actuarial Consulting Services under the Shared Services Arrangement between GRS and the North Central Texas Council of Governments (NCTCOG)

Issue:

Approving the Master Agreement and Engagement Letter between the City of Sherman and Gabriel Roeder Smith & Company (GRS)

Background:

Every two years, the City is required to obtain an actuarial valuation of its Post-Employment Benefits plan to provide an estimate of its liability, required contribution, and cost under Governmental Accounting Standards Board No. 45 (GASB 45). Pursuant to the award of Joint Actuarial Services by NCTCOG, the Master Agreement defines the general terms and conditions for the work performed. The Engagement Letter provides the estimated price for the services the City will be receiving under the Master Agreement.

Origination:

Finance Department

Financial Consideration:

The estimated cost for the 1/1/2015 valuation is $8,655.00. Prices will be automatically updated annually based on the Consumer Price Index. Funds are available in the fiscal year (FY) 2015 budget.

Staff Recommendation:

The staff recommends approval of the Master Agreement and the Engagement Letter.

Alternatives:

The Council may direct staff to obtain proposals from other actuaries.

Attachments

Resolution No. 5911

Master Agreement

Engagement Letter

RESOLUTION NO. 5911

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A MASTER AGREEMENT AND ENGAGEMENT LETTER BETWEEN THE CITY OF SHERMAN AND GABRIEL ROEDER SMITH AND COMPANY (GRS) TO PERFORM ACTUARIAL CONSULTING SERVICES UNDER THE SHARED SERVICES ARRANGEMENT BETWEEN GRS AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Master Agreement and Engagement Letter with Gabriel Roeder Smith and Company (GRS) to perform actuarial services under the shared services arrangement between GRS and the North Central Texas Council of Governments (NCTCOG) in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

BY: ______________________________
CAROLYN WACKER, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

5605 N. MacArthur Blvd.
Suite 870
Irving, TX 75038-2631

469.524.0000 phone
469.524.0003 fax
www.gabrielroeder.com

MASTER AGREEMENT

Pursuant to the award of Joint Actuarial Services by the North Central Texas Council of Governments (NCTCOG), this agreement confirms the terms under which the ____ (name of government) hereinafter referred to as 'CONTRACTING GOVERNMENT" has engaged Gabriel, Roeder, Smith & Co. hereinafter referred to as "GRS" to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services that will be governed by the Request for Proposal issued by NCTCOG on May 31, 2006 and our subsequent response to that proposal, we have agreed to establish this "master agreement" defining the general terms and conditions for all work performed.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the timeframe and fees required. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

A. **Tax Exempt Entities.** CONTRACTING GOVERNMENT is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.

B. **Role of NCTCOG.** NCTCOG has served as a facilitator to the RFP and award process but the contractual relationship is between GRS and the CONTRACTING GOVERNMENT.

C. **Aggregate Information.** GRS agrees to supply NCTCOG with the specified results from the valuations and to aggregate that information with that of other governments for the purpose of benchmarking.

D. **Fees.** GRS agrees to follow the attached pricing schedule ("Attachment A") for pricing of its services.

E. **Review of Charges.** CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.

F. **Termination.** Both CONTRACTING GOVERNMENT and GRS will have the right to terminate this agreement through written notice. CONTRACTING GOVERNMENT will pay any charges or prorate fees incurred to the date the termination notice is received and actuary will cease any in progress work unless specific stopping points are provided in the letter.

G. **Work Product.** The final work product will be the property of the CONTRACTING GOVERNMENT to be used as stated in the specific engagement letter. Ancillary use of the product is permitted but GRS is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the State of Texas and the contracting jurisdiction.

H. **Independent Contractor.** All the services provided by GRS will be as an independent contractor. None of the terms in the engagement letter will be interpreted to create an agency or employment relationship.

I. **Term.** The term of this master agreement will be governed by the afore referenced NCTCOG RFP and will expire on September 30, 2017.

J. **Complete Agreement.** This letter combined with the specific engagement letter and as clarified by the RFP and Proposal set forth the entire agreement between the CONTRACTING GOVERNMENT and GRS.

K. **Indemnification.** GRS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend CONTRACTING GOVERNMENT, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law. Please review this master agreement letter and the attached schedules and indicate your acceptance by having an official of CONTRACTING GOVERNMENT sign below.

L. **Force Majeure.** A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event.

M. **Professional Standards.** GRS will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.

GABRIEL, ROEDER, SMITH & CO.

By:______________________________ Date:__________________________

Title: ____________________________

CONTRACTING GOVERNMENT

By ______________________________ Date:__________________________

Title:_____________________________

Attachment A

Pricing of Services – Calendar Year 2013*

The price of the valuation is based on the following components:

a) Number of participants:

Participant Count	Base Fee
Less than 100	**$4,500**
100 – 199	**$4,500**
200 – 499	**$5,200**
500 – 999	**$5,500**
1,000 – 2,499	**$6,400**
Over 2,500	**$7,000**

b) Number of retirement plans:

There is no additional charge if the employees participate in only one retirement plan. For each additional retirement plan, the valuation fee is increased by **$1,600**.

c) Number of health plans:

There is no additional charge if the participants are covered under only one health plan. For each additional health plan, the valuation fee is increased by **$1,000**.

d) Annual, biennial or triennial valuation:

The valuation fee is increased by **$1,200** for valuations which are intended to be used for two fiscal years and by **$2,400** for valuations which are intended to be used for three fiscal years.

e) Claims analysis:

The valuation fee is increased by **$2,000** if claims experience is required.

f) Pricing discount:

Employers with very simple plans may be eligible for an **$800** price reduction. The engagement agreement will specify whether the pricing discount applies.

- ❖ Pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report.
- ❖ Fees for additional services and optional services that are not determined as ‘basic’ will be based on the following rates:

GRS Position Title	Hourly Rates
Senior Consultant	$395
Consultants	$310
Senior Analysts	$200
Actuarial Analysts	$170
Systems Analysts and Programmers	$230
Administrative Support Staff	$125

*Prices will be adjusted annually beginning in January 2014 based on changes in the Consumer Price Index, All Urban Consumers, on a December over December basis. Current rates for your plan are reflected in the engagement agreement sent with this document.

Pricing of Services – Calendar Year 2014

The price of the valuation is based on the following components:

g) Number of participants:

Participant Count	Base Fee
Less than 100	**$4,570**
100 – 199	**$4,570**
200 – 499	**$5,280**
500 – 999	**$5,585**
1,000 – 2,499	**$6,495**
Over 2,500	**$7,105**

h) Number of retirement plans:

There is no additional charge if the employees participate in only one retirement plan. For each additional retirement plan, the valuation fee is increased by **$1,625**.

i) Number of health plans:

There is no additional charge if the participants are covered under only one health plan. For each additional health plan, the valuation fee is increased by **$1,015**.

j) Annual, biennial or triennial valuation:

The valuation fee is increased by **$1,220** for valuations which are intended to be used for two fiscal years and by **$2,440** for valuations which are intended to be used for three fiscal years.

k) Claims analysis:

The valuation fee is increased by **$2,030** if claims experience is required.

l) Pricing discount:

Employers with very simple plans may be eligible for an **$810** price reduction. The engagement agreement will specify whether the pricing discount applies.

Note: Each valuation includes an additional NCTCOG administrative fee of $125.

- ❖ Pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report.

- ❖ Fees for additional services and optional services that are not determined as ‘basic’ will be based on the following rates:

GRS Position Title	Hourly Rates
Senior Consultant	$410
Consultants	$320
Senior Analysts	$205
Actuarial Analysts	$175
Systems Analysts and Programmers	$235
Administrative Support Staff	$130

Sep 26, 2014

Ms. Mary Lawrence
Controller
City of Sherman
P.O. Box 1106
Sherman, TX 75091-1106

Re: Engagement Letter for GASB OPEB Valuation for City of Sherman

Dear Ms. Lawrence,

You have requested a pricing quote for a GASB 45 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

Based on the information you provided, the estimated cost of services for City of Sherman is $8,530. The total fee including the $125 NCTCOG administration fee will equal $8,655. This price is based on receiving data in the standard GRS format and using the following assumptions:

Number of Participants	200 - 499
Claims Analysis Required	Yes
Retirement Plans	1. TMRS
Health Plans	1. City of Sherman Health Plan
Annual, Biennial, or Triennial	Biennial
Pricing Discount	Not Eligible

Additional fees may also apply if the data is not received in the requested GRS data format.

If other assumptions are identified, a revised proposal letter will be prepared by GRS.

<u>Basic Services</u>

Basic services provided through the Shared Services program will include:

- Actuarial valuation of employer OPEB in compliance with the requirements of paragraphs 11-27 of GASB 45. Valuations can be performed annually or biennially and will include:
    - > A measurement of the actuarial liability, present value of projected benefits and normal cost as of the valuation date

> The estimated actuarially determined contribution for the applicable fiscal years

> The estimated annual required contribution and accounting expense for the applicable fiscal years as required under GASB Statement Nos. 43 and 45

> Information needed to complete the "Notes to the Financial Statement" and "Required Supplementary Information" as defined in paragraphs 30 and 31 of GASB No. 43

> Information needed to complete the "Notes to the Financial Statement" and "Required Supplementary Information" as defined in paragraphs 24, 25 and 26 of GASB No. 45

> Sensitivity analysis for health care trend rates, providing valuation results based on a higher and a lower health care trend

> A hypothetical set of actuarial results using an alternative discount rate based on pre-funding

- Two in person or conference call meetings as mutually agreed upon by City of Sherman and GRS. Out of pocket travel expenses for governments located 100 miles or more from DFW Airport will be charged to the government.

Billing Schedule

GRS pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report. For Biennial or Triennial valuations, GRS will provide the OPEB cost for the off year(s) and will walk forward the Net OPEB Obligation.

The GRS prices discussed above will be adjusted annually in January based on changes in the Consumer Price Index, All Urban Consumers, on a December over December basis.

GRS billing will also include an administrative fee of $125 per valuation cycle payable to the NCTCOG.

Options Study

It is anticipated that City of Sherman may want to consider what the options are for mitigating their OPEB liability. These Options studies would include alternative discount rates, alternative healthcare trend rates, benefit capitations, and changes in retiree cost sharing. The cost for a basic Options study will be $1,220 per study.

More complicated studies may not be covered under the fixed fee amount above. If a study is not included in the fixed fee pricing, the hourly rates shown in "Additional Services" below will apply or fixed fee amounts will be negotiated. GRS will provide written documentation of our understanding of the service(s) requested, the estimated number of hours by employee class, total costs and project timeline.

Additional Services

Fees for additional consulting services not included under Basic Services or included in the fixed fee Options studies will be priced separately upon request and will be based on the following hourly rates:

GRS Resource Classification	*Hourly Rates*
Senior Consultant	$410
Consultants	$320
Senior Analysts	$205
Actuarial Analysts	$175
Systems Analysts and Programmers	$235
Administrative Support Staff	$130

A copy of this engagement letter will be made a part of the master agreement between City of Sherman and GRS.

If you have any questions or need additional information please don't hesitate to e mail us at sharedservices.NCTCOG@gabrielroeder.com or call either Mehdi Riazi at 469-524-1343 or Brad Stewart at 469-524-1805.

Thank you for your interest in the Shared Services program.

Gabriel, Roeder, Smith & Company

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman
CLASSIC TOWN. BROAD HORIZON.

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

Meeting Date: 11/03/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5912

Approving a Contract with American Suncraft Construction Co. for the Repair and Repainting of the Gallagher Elevated Storage Tank

Issue:

Approving a contract with American Suncraft Construction Co. for the repair and repainting of Gallagher elevated storage tank

Background:

The current Capital Improvement Program contains a project to repair and repaint the Gallagher elevated storage tank. Four (4) bidders responded to the request for bids. A bid tabulation is attached. The low bid in the amount of $1,228,533.00 was submitted by American Suncraft Construction Co.

Origination:

Department of Utilities Administration

Financial Consideration:

Adequate funding for the project is available through the Utility Improvement Fund; and excess funds are available through the Greater Texoma Utility Authority.

Staff Recommendation:

It is recommended that the City Council approve the contract with American Suncraft Construction Co. in the amount of $1,228,533.00.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5912

Agreement

Engineers Recommendation Letter

Bid Tabulation

Tank Representation

Location Map

RESOLUTION NO. 5912

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A CONTRACT WITH AMERICAN SUNCRAFT CONSTRUCTION CO. FOR THE REPAIR AND REPAINTING OF THE GALLAGHER ELEVATED STORAGE TANK; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with American Suncraft Construction Co. for the repair and repainting of the Gallagher elevated storage tank in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________
LINDA ASHBY,
CITY CLERK

BY: ________________________________
CAROLYN S. WACKER,
MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

STANDARD FORM OF AGREEMENT

STATE OF TEXAS }

COUNTY OF GRAYSON }

THIS AGREEMENT, made and entered into this the _______ day of __________, A.D. 2014, by and between the City of Sherman of the County of Grayson and State of Texas acting through the City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____________________________ of the City of __________, County of __________ and State of __________, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

GALLAGHER ELEVATED TANK REPAIR AND REPAINT

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Request for Proposals, Standard General and Supplemental Conditions of the Construction Contract, Drawings and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and addenda therefor, as prepared by Freeman-Millican, Inc., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the Standard General Conditions of the Construction Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same by May 8, 2015 subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

City of Sherman, Texas	
______________________________	______________________________
Party of the First Part (Owner)	Party of the Second Part (Contractor)
By: ___________________________	By: ___________________________
Attest:	Attest:
______________________________	______________________________

CONTRACTOR'S QUALIFICATION STATEMENT

The low bidder will be required to execute and submit to the Owner this Contractor's Qualification Statement. If the low bidder is disqualified or rejected by the Owner, successive low bidders (2nd low bidder, 3rd low bidder, etc.) will be required to submit this qualification statement until an acceptable low bidder is determined.

Submitted by American Suncraft Co. Inc.

(Name of Company/Organization)

Address 10836 SCHILLER RD MEDWAY OH 45341

Authorized Official RON BOLING, PRESIDENT

Principal Office Address 10836 SCHILLER RD MEDWAY OH 45341

✓ Corporation ____Partnership ____Individual ____Joint Venture

1.1 HISTORY OF COMPANY/ORGANIZATION

A. How many years has your company/organization been in business as a Contractor? 36

B. How many years has your company/organization been in business under its present business name? 36

List other names your company/organization has used:

American Suncraft Construction Co.

C. If your company/organization is a corporation,

When was it incorporated? 1989

State of incorporation: Ohio

President's name: Ron Boling

Secretary's name: Ron Boling

Vice President - Robert Boling

Treasurer - Robert Boling

D. If your company/organization is a partnership, NA

Date of partnership:

Type of partnership:

Names of general partners:

E. If your company/organization is owned individually, NA

Date of organization:

Name of owner:

F. If your company/organization is other than listed above, describe the organization and name all principals: NA

1.2 LICENSING

List jurisdictions and trade categories in which your company/organization is qualified to do business: We specialize only in this field of work & our jurisdictions are listing on the cover letter.

1.3 EXPERIENCE

A. List the categories of work that your company/organization normally performs with its own work forces.

blasting (We do not subcontract and cover all realms
welding of the project)
painting

B. Claims and Lawsuits. (Please attach details for any of the following answered "yes.")

1. Has your company/organization ever failed to complete any work awarded to it?
No ✓ Yes _____

2. Are there any suits, judgments, claims, or arbitration proceedings pending against your company/organization or its officers? No ✓ Yes _____

3. Has your company/organization filed any lawsuit or requested arbitration with regard to construction contracts in the past five years? No ✓ Yes _____

C. Within the last five years, has any officer or principal of your company/ organization ever been an officer or principal of any other organization when it did not complete a construction contract? (Please attach details if answered "yes.") No ✓ Yes _____

D. Provide on a separate sheet the major construction projects your organization has in progress, providing the name of the project, owner, amount, percent of completion and scheduled completion date.

State the worth of the total work in progress and under contract: See attachments

E. Provide on a separate sheet of paper the major projects your organization has completed during the past five years, including the name of the engineer. See attachments

1.4 REFERENCES

A. Trade References: See attachment

B. Bank References: PNC Bank
(Rick Lewis) 320 N. MAIN St.
NEW CARLISLE OH 45344
937-845-9446

C. Bonding Company: USI Insurance
(Anne Tierney) 312 Elm St. 24TH Floor
Cincinnati OH 45202
513-852-6344

1.5 FINANCIAL STATEMENT

Attach a financial statement, preferably audited for your organization's latest fiscal year.

Name and address of your auditor:

ROTH & CO.
215 W. NATIONAL RD
ENGLEWOOD OH 45322
CHRISTINE D. TREVINO (937) 836-9984

1.6 SAFETY INFORMATION

In evaluating bids, the Owner may consider the safety records of all bidders. Accordingly, please provide the following information:

A. In the last five years, has any person died as a result of injuries received while working for you or your company/organization? If so, please state the name of the owner of the project, the state, county, city, and street address of the project, and the date on which the accident resulting in the fatality occurred. No ✓ Yes ____

B. Have you or your company/organization received a Citation and Notification of Penalty, citation, or warning from OSHA in the last five years? If so, please state the date and place of the inspection, the violation that was observed or reported, the penalty imposed and the corrective action taken. No ✓ Yes ____

C. Please attach a statement from your workers' compensation insurance carrier sating your experience modifier. See attachment

D. Please state the name and address of your workers' compensation insurance carrier and the number of your workers' compensation policy. See attachment

1.7 BASIS OF AWARD OF CONTRACT

In determining to whom to award a contract, the Owner may consider, among other things:

A. The purchase price;

B. The reputation of the vendor and the vendor's goods or services;

C. The quality of the vendor's goods or services;

D. The extent to which the goods or services meet the Owner's needs;

E. The vendor's past relationship with the Owner;

F. The impact on the ability of the Owner to comply with rules relating to historically underutilized businesses;

G. The total long-term cost to the Owner to acquire the vendor's goods or services; and

H. Any other relevant factors specifically listed in the request for bids or proposals.

Accordingly, please provide any information that addresses any of these factors:

1.8 SIGNATURE

In submitting this information, we affirm, under oath, that the documentation and information submitted is true and correct, and it is not intended to be misleading, and we understand that if it is found to be false, that it can be grounds for disqualification.

Submitted by: American Suncraft Co., Inc.

(Name and address of company/organization)

10836 SCHILLER RD

MEDWAY OH 45341

By: RON BOLING

(Title)

Signature: Ron Bo[illegible]

Date: 15 OCTOBER 2014

SECTION 00 42 00
PROPOSAL FORM

CITY OF SHERMAN

2,000,000 Gallon Gallagher Elevated Tank Repairs and Repaint

TO: City of Sherman, Texas
City Hall 220 West Mulberry
Sherman, Texas 75090

Pursuant to the foregoing Bidding Requirements and General Requirements, the undersigned Bidder hereby proposes to do all the work and to furnish all necessary superintendence, labor, machinery, equipment, tools and materials, and to complete all work upon which he bids as provided by the attached specifications and shown on the drawings, and binds himself on the accompanying forms, for performing and completing the said work within the required time, and furnish all required guarantees, for the prices to-wit:

ITEM NO	BID QTY	UNITS	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
Gallagher Elevated Tank Bid Items					
1	6,000	SF	For furnishing all materials, labor and equipment to brush-off blast, per SSPC SP7/NACE 4, interior submerged (wet) areas of the tank, where directed by the Owner to evaluate corrosion pits, complete in place, the sum of:	$2.50	$15,000.00
2	32	Man Hour	For furnishing all materials, labor and equipment for an AWS certified welder to fill weld excessive corrosion pits identified by the Owner during preparation for coating operations, complete in place, the sum of:	$95.00	$3,040.00
3	50	EA	For furnishing all materials, labor and equipment for an AWS certified welder to seal weld two-inch (2") diameter x 1/8" thick steel plates over areas of excessive corrosion pits identified by the Owner during preparation for coating operations, complete in place, the sum of:	$95.00	$4,750.00
4	50	EA	For furnishing all materials, labor and equipment for an AWS certified welder to seal weld four-inch (4") diameter x 1/8" thick steel plates over areas of excessive corrosion pits identified by the Owner during preparation for coating operations, complete in place, the sum of:	$95.00	$4,750.00

ITEM NO	BID QTY	UNITS	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
5	20	EA	For furnishing all materials, labor and equipment, for an AWS certified welder to seal weld six-inch (6") diameter x 3/16" thick steel plates over areas of excessive corrosion pits identified by the Owner during preparation for coating operations, complete in place, the sum of:	$125.00	$2,500.00
6	20	EA	For furnishing all materials, labor and equipment for an AWS certified welder to seal weld race-track shaped six-inch (6") wide x fifteen-inch (15") long x 3/16" thick steel plates over areas of excessive corrosion pits identified by the Owner during preparation for coating operations, complete in place, the sum of:	$125.00	$2,500.00
7	1	LS	For furnishing all materials, labor and equipment to provide a containment system for dust, spent blasting media, paint and other debris generated during surface preparation and coating operations on the tank exterior, complete in place, the sum of:	$51,000.00	$51,000.00
8	1	LS	For furnishing all materials, labor and equipment to perform surface preparation and recoat exterior surfaces of the tank, complete in place, the sum of:	$546,375.00	$546,375.00
9	1	LS	For furnishing all materials, labor and equipment to provide a dehumidification system to maintain relative humidity in the interior submerged (wet) areas of the tank at 30% or below as necessary to prevent rust bloom during surface preparation, inspection, cleaning and coating operations, complete in place, the sum of:	$19,500.00	$19,500.00
10	1	LS	For furnishing all materials, labor and equipment to perform surface preparation and recoat interior submerged (wet) areas of the tank, complete in place, the sum of:	$279,500.00	$279,500.00
11	4	EA	For furnishing all materials, labor and equipment to remove 4 antenna roof penetrations and weld on ¼" cover plates twice the diameter of the opening, complete in place, the sum of:	$200.00	$800.00
12	2	EA	For furnishing all materials, labor and equipment to paint the Sherman logo on the tank above the equator handrail 12' max. height twice, complete in place, the sum of:	$4,850.00	$9,700.00

ITEM NO	BID QTY	UNITS	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
13	1	LS	For furnishing all materials, labor and equipment to perform surface preparation and recoat the interior areas of the dry riser of the tower, and its appurtenances, complete in place, the sum of:	$32,028.00	$32,028.00 BB BB ~~$32,[illegible].00~~
14	1	LS	For furnishing all materials, labor and equipment to remove and dispose of the 36" wet riser, complete in place, the sum of:	$7,500.00	$7,500.00
15	1	LS	For furnishing all materials, labor and equipment to construct a 18" stainless steel wet riser and appurtenances, complete in place, the sum of:	$61,600.00	$61,600.00
16	1	LS	For furnishing all materials, labor and equipment to construct a 13.5' dia. galvanized guardrail/antenna support on the roof of the tank, complete in place, the sum of:	$8,500.00	$8,500.00
17	1	LS	For furnishing all materials, labor and equipment to remove 20"piping and replace with 16" DI piping in the vault to 10' outside the vault, complete in place, the sum of:	$26,250.00	$26,250.00
18	4	EA	Remove 3 – 1" pipes/couplings at the base of dry riser and filet weld 3"x 3/8" thick steel dollar plates on both sides and at 1 additional hole about 8' above the base.	$200.00	$800.00
19	20	EA	Install cable supports inside dry riser and inside the access tube.	$125.00	$2,500.00
20	5	EA	Install three 4" and two 2", schedule 80, threaded steel couplings through the drywell wall near the base.	$350.00	$1,750.00
21	2	EA	Install one (1) 6" flanged outlet with blind flange cover, and one (1) 12" flanged outlet with blind flange cover in the center area of the roof.	$750.00	$1,500.00
22	1	LS	Install new pressure/vacuum vent with 16 mesh x 0.018" wire dia. stainless steel screening w/24" flange roof penetration	$7,500.00	$7,500.00
23	2	EA	Replace 24" diameter roof hatch and 24" diameter roof hatch/vent with 30" dia. hatches with aluminum covers. Provide 8" al. tee vents w/16 mesh SS or brass screen on manhole covers	$3,970.00	$7,940.00 ~~$3,970.00~~ BB

ITEM NO	BID QTY	UNITS	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
24	1	LS	Install 24" flanged painters hatch w/ blind flange	$1,800.00	$1,800.00
25	1	LS	Install HDG SAF-T-Climb rail on roof exterior ladder	$3,600.00	$3,600.00
26	1	LS	Replace top 9' of access tube ladder and 49' of inside tank ladder w/ HDG ladders & rail. Add a HDG Saf-T-Climg rail to the access tube ladder.	$7,800.00	$7,800.00
27	1	LS	Replace access tube top angle	$2,900.00	$2,900.00
28	324	LF	Install reinforcing segmental plate on lower girder angle	$100.00	$32,400.00
29	1	LS	Install removable screen in top dry riser 24" cone hatch.	$600.00	$600.00
30	1	LS	Add roof compression ring & replace Z comp ring & access tube stay rods.	$38,250.00	$38,250.00
31	1	LS	Replace weir box and top 3' of 10" overflow pipe	$3,850.00	$3,850.00
32	2	EA	Install two intermediate dry riser platforms	$8,700.00	$17,400.00
33	1	LS	Replace floor platform with dry riser floor and vault ladder	$9,800.00	$9,800.00
34	1	LS	Chip out and grout 16"X4" sump at bottom of vault	$2,400.00	$2,400.00
35	1	LS	Install pressure gauge, transmitter, heater and piping in NEMA 4 panel near base of wet riser	$3,250.00	$3,250.00
36	18	EA	Replace rafter plates	$300.00	$5,400.00
37	1	LS	Leak Test & Disinfect tank.	$1,800.00	$1,800.00

ITEM NO	BID QTY	UNITS	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
TOTAL BID (Items 1 through 37)					$1,228,533.00
1. Materials incorporated into the Project:					$571,267.00
2. All other charges:					$657,266.00

Note: The total of the above two cost items must equal the Total Base Bid amount.

NOTE: Materials incorporated and all other charges into the **GALLAGHER 2.0 MG ELEVATED WATER TANK REPAIR AND REPAINT PROJECT** must equal base bid amount.

Pre-bid Inspection

The undersigned declares that he has inspected the site where the work is to be performed and that he has informed himself of all:

(1) surface and subsurface conditions, constraints, and facilities which may in any way affect the work, in terms of cost, time, and/or constructability;
(2) quantities, types, and nature(s) of materials to be incorporated into the work;
(3) types and specialties of equipment, tools, labor, and superintendence required to perform the work;
(4) other matters which in any way will affect the work and/or the performance of the work;
(5) project plans, specifications and other project documents.

Commencement and Execution

The undersigned bidder agrees to commence work on submittal drawing on the date of the award of the contract. The undersigned bidder agrees to commence all other work on or before the date so stated in the written notice to proceed and to diligently perform all of the work, and to substantially complete the work to be performed on the Gallagher Elevated Water Tank and place it back in service **no later than Wednesday, May 8, 2015**.

The Time of Construction as given above shall include all work related to this project. Included in the above Time and Construction shall be the necessary utility work involved with the franchise utility companies (i.e. Natural Gas, Telecommunications, Cable Television, Electrical Power, etc.).

The right is reserved by the City as is advantageous to the City, to reject any and all bids, award a contract based upon submitted bids, or to re-bid the contract and to waive any and all formalities. Bidder understands and agrees that the unit prices provided above shall be used for all additions and deletions from the accepted option.

Bidder submits as guarantee that he will execute and issue the required contracts, bonds, insurance, and other required agreements and documents, as set forth under the contract, and general and special provisions of agreement, cashier's check or bid bond payable in full without conditions and upon demand to the City of Sherman in the amount of 5% of the Bidder's total base bid price.

Bidder understands and agrees that, should he fail to execute and issue the contract, bonds, insurance, other agreements, and other documents as set forth under the general and special provisions of agreement, the City will cash or demand payment under the bid bond for payment of agreed upon liquidated damages. Bidder understands and agrees that, for bidding purpose only, liquidated damages shall be 5% of the Bidder's bid proposal, and that upon execution of the Contract, liquidated damages shall be as stated in the Contract Provisions.

Addenda
Contractor acknowledges receipt and incorporation into the bid of addendums as listed below:

Addendum No. 1 – Acknowledgement of Receipt ___ *(initial)*

The undersigned bidder hereby declares that the work of all proposal items requiring welding will be performed by one of the following subcontractors prequalified by the Engineer in accordance with article 2.3 of the Bidding Instructions:

Prequalified Subcontractors:

____

____

____

If the undersigned bidder intends to perform the work requiring welding with his own staff who have been prequalified by the Engineer in accordance with article 2.3 of the Bidding Instructions, please report the bidder's company name and the names of said staff in the spaces provided for prequalified subcontractors above.

Proposal Approval:

AMERICAN SUNCRAFT CO., INC.
Company Name

Signature

RON BOLING
Printed Name

PRESIDENT
Title

10836 SCHILLER RD
Company Address

937 849 9475
Telephone

MEDWAY | OH | 45341
City | State | Zip Code

(If Bidder is a Corporation Seal Proposal with Corporate Seal)

SEAL

FREEMAN-MILLICAN, INC.
ENGINEERS - ARCHITECTS - PLANNERS

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

October 24, 2014

Mr. Mark Gibson, P.E.
Director of Utilities
220 West Mulberry
Sherman, Texas 75090

Re: Sherman Gallagher Elevated Tank Repair and Repaint Award

Dear Mr. Gibson:

Bids were received for the Gallagher Elevated Tank Repair and Repaint project on October 16, 2014. A bid tabulation is attached. The project includes repairs to the 47 year old tank; upgrades of manways, vents and safety equipment per revised state requirements; additions to support antennas/communication cables; and re-coating all tank surfaces

Eight paint contractors pick-up bid documents. Four bids were received. The low bid is from American Suncraft Company, Inc. in the amount of $1,228,533.00. Our preliminary cost estimate was $1,110,000.00. Bids competitiveness is reflected by the attached bid tabulation. Based on communications with bidders, work bidding has increased over the last 2 years.

American Suncraft Company, Inc. does about $10,000,000.00 worth of this type work per year and has been doing this work for 36 years. We have talked to several owners that have worked with American Suncraft on previous projects, including the City of Fort Worth. All references were very positive about their performance. We have also reviewed the qualification, financial and other information provided with the bid. We recommend that the City of Sherman award the project contract to American Suncraft Company, Inc. in the amount of $1,228,533.00 and authorize execution of the contract documents.

Sincerely,
FREEMAN - MILLICAN, INC.

David E. Gattis

David E. Gattis, P.E.

Enclosure

12160 N. ABRAMS ROAD, STE. 508 DALLAS, TEXAS, 75243 (214) 503-0555 FAX (214) 503-1148
TEXAS REGISTERED ENGINEERING FIRM F-2827

BID TABULATION

OWNER	City of Sherman, Texas	BIDDER:		American Suncraft Co., Inc.		N.G. Painting, L.P.		TMI Coatings, Inc.		Classic Protective Coatings, Inc.	
PROJECT	2,000,000 Gallon Gallagher Elevated Tank Repair and Repaint	ADDRESS:		10836 Schiller Road, Medway, Ohio 45341		1225 Bandera Hwy, Ste. A2, Kerrville, Texas 78028		3291 Terminal. Drive, St. Paul, Min. 55121		N7670 State Hwy 25, Menomonie, Wis. 54751	
ENGINEER	Freeman-Millican, Inc. - Texas Registered Engineering Firm F-2827	PHONE:		937-849-9475		830-257-5940		651-452-6100		715-233-6267	
BID DATE	October 16, 2014										
ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $
1	For furnishing all materials, labor and equipment to brush-off blast, per SSPC SP7/NACE 4, interior submerged (wet) areas of the tank, where directed by the Owner to evaluate corrosion pits, complete in place, the sum of:	6,000	SF	$2.50	$15,000.00	$2.00	$12,000.00	$1.10	$6,600.00	$2.00	$12,000.00
2	For furnishing all materials, labor and equipment for an AWS certified welder to fill weld excessive corrosion pits identified by the Owner during preparation for coating operations, complete in place, the sum of:	32	Man	$95.00	$3,040.00	$100.00	$3,200.00	$120.00	$3,840.00	$125.00	$4,000.00
3	For furnishing all materials, labor and equipment for an AWS certified welder to seal weld two-inch (2") diameter x 1/8" thick steel plates over areas of excessive corrosion pits identified by the Owner during preparation for coating operations, complete in place, the sum of:	50	Hour	$95.00	$4,750.00	$20.00	$1,000.00	$30.00	$1,500.00	$100.00	$5,000.00
4	For furnishing all materials, labor and equipment for an AWS certified welder to seal weld four-inch (4") diameter x 1/8" thick steel plates over areas of excessive corrosion pits identified by the Owner during preparation for coating operations, complete in place, the sum of:	50	EA	$95.00	$4,750.00	$30.00	$1,500.00	$70.00	$3,500.00	$100.00	$5,000.00
5	For furnishing all materials, labor and equipment, for an AWS certified welder to seal weld six-inch (6") diameter x 3/16" thick steel plates over areas of excessive corrosion pits identified by the Owner during preparation for coating operations, complete in place, the sum of:	20	EA	$125.00	$2,500.00	$40.00	$800.00	$100.00	$2,000.00	$125.00	$2,500.00
6	For furnishing all materials, labor and equipment for an AWS certified welder to seal weld race-track shaped six-inch (6") wide x fifteen-inch (15") long x 3/16" thick steel plates over areas of excessive corrosion pits identified by the Owner during preparation for coating operations, complete in place, the sum of:	20	EA	$125.00	$2,500.00	$50.00	$1,000.00	$240.00	$4,800.00	$150.00	$3,000.00
7	For furnishing all materials, labor and equipment to provide a containment system for dust, spent blasting media, paint and other debris generated during surface preparation and coating operations on the tank exterior, complete in place, the sum of:	1	LS	$51,000.00	$51,000.00	$150,000.00	$150,000.00	$115,000.00	$115,000.00	$79,000.00	$79,000.00
8	For furnishing all materials, labor and equipment to perform surface preparation and recoat exterior surfaces of the tank, complete in place, the sum of:	1	LS	$546,375.00	$546,375.00	$450,000.00	$450,000.00	$690,000.00	$690,000.00	$786,950.00	$786,950.00
9	For furnishing all materials, labor and equipment to provide a dehumidification system to maintain relative humidity in the interior submerged (wet) areas of the tank at 30% or below as necessary to prevent rust bloom during surface preparation, inspection, cleaning and coating operations, complete in place, the sum of:	1	LS	$19,500.00	$19,500.00	$40,000.00	$40,000.00	$22,000.00	$22,000.00	$29,000.00	$29,000.00
10	For furnishing all materials, labor and equipment to perform surface preparation and recoat interior submerged (wet) areas of the tank, complete in place, the sum of:	1	LS	$279,500.00	$279,500.00	$400,000.00	$400,000.00	$352,900.00	$352,900.00	$395,100.00	$395,100.00
11	For furnishing all materials, labor and equipment to remove 4 antenna roof penetrations and weld on ¼" cover plates twice the diameter of the opening, complete in place, the sum of:	4	EA	$200.00	$800.00	$2,000.00	$8,000.00	$250.00	$1,000.00	$400.00	$1,600.00
12	For furnishing all materials, labor and equipment to paint the Sherman logo on the tank above the equator handrail 12' max. height twice, complete in place, the sum of:	2	EA	$4,850.00	$9,700.00	$3,000.00	$6,000.00	$6,000.00	$12,000.00	$5,800.00	$11,600.00
13	For furnishing all materials, labor and equipment to perform surface preparation and recoat the interior areas of the dry riser of the tower, and its appurtenances, complete in place, the sum of:	1	LS	$32,028.00	$32,028.00	$40,000.00	$40,000.00	$50,000.00	$50,000.00	$69,500.00	$69,500.00

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $
14	For furnishing all materials, labor and equipment to remove and dispose of the 36" wet riser, complete in place, the sum of:	1	LS	$7,500.00	$7,500.00	$8,500.00	$8,500.00	$4,000.00	$4,000.00	$9,800.00	$9,800.00
15	For furnishing all materials, labor and equipment to construct a 18" stainless steel wet riser and appurtenances, complete in place, the sum of:	1	LS	$61,600.00	$61,600.00	$55,000.00	$55,000.00	$58,000.00	$58,000.00	$42,000.00	$42,000.00
16	For furnishing all materials, labor and equipment to construct a 13.5' dia. galvanized guardrail/antenna support on the roof of the tank, complete in place, the sum of:	1	LS	$8,500.00	$8,500.00	$7,500.00	$7,500.00	$9,000.00	$9,000.00	$16,500.00	$16,500.00
17	For furnishing all materials, labor and equipment to remove 20"piping and replace with 16" DI piping in the vault to 10' outside the vault, complete in place, the sum of:	1	LS	$26,250.00	$26,250.00	$15,000.00	$15,000.00	$11,000.00	$11,000.00	$15,400.00	$15,400.00
18	Remove 3 – 1" pipes/couplings at the base of dry riser and filet weld 3"x 3/8" thick steel dollar plates on both sides and at 1 additional hole about 8' above the base.	4	EA	$200.00	$800.00	$500.00	$2,000.00	$125.00	$500.00	$300.00	$1,200.00
19	Install cable supports inside dry riser and inside the access tube.	20	EA	$125.00	$2,500.00	$130.00	$2,600.00	$250.00	$5,000.00	$250.00	$5,000.00
20	Install three 4" and two 2", schedule 80, threaded steel couplings through the drywell wall near the base.	5	EA	$350.00	$1,750.00	$600.00	$3,000.00	$200.00	$1,000.00	$300.00	$1,500.00
21	Install one (1) 6" flanged outlet with blind flange cover, and one (1) 12" flanged outlet with blind flange cover in the center area of the roof.	2	EA	$750.00	$1,500.00	$800.00	$1,600.00	$2,400.00	$4,800.00	$900.00	$1,800.00
22	Install new pressure/vacuum vent with 16 mesh x 0.018" wire dia. stainless steel screening w/24" flange roof penetration	1	LS	$7,500.00	$7,500.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$7,800.00	$7,800.00
23	Replace 24" diameter roof hatch and 24" diameter roof hatch/vent with 30" dia. hatches with aluminum covers. Provide 8" al. tee vents w/16 mesh SS or brass screen on manhole covers	2	EA	$3,970.00	$7,940.00	$7,000.00	$14,000.00	$5,000.00	$10,000.00	$3,200.00	$6,400.00
24	Install 24" flanged painters hatch w/ blind flange	1	LS	$1,800.00	$1,800.00	$3,000.00	$3,000.00	$4,800.00	$4,800.00	$1,800.00	$1,800.00
25	Install HDG SAF-T-Climb rail on roof exterior ladder	1	LS	$3,600.00	$3,600.00	$8,000.00	$8,000.00	$4,000.00	$4,000.00	$4,900.00	$4,900.00
26	Replace top 9' of access tube ladder and 49' of inside tank ladder w/ HDG ladders & rail. Add a HDG Saf-T-Climg rail to the access tube ladder.	1	LS	$7,800.00	$7,800.00	$10,000.00	$10,000.00	$10,400.00	$10,400.00	$11,600.00	$11,600.00
27	Replace access tube top angle	1	LS	$2,900.00	$2,900.00	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$4,200.00	$4,200.00
28	Install reinforcing segmental plate on lower girder angle	324	LF	$100.00	$32,400.00	$100.00	$32,400.00	$90.00	$29,160.00	$75.00	$24,300.00
29	Install removable screen in top dry riser 24" cone hatch.	1	LS	$600.00	$600.00	$2,000.00	$2,000.00	$600.00	$600.00	$1,200.00	$1,200.00
30	Add roof compression ring & replace Z comp ring & access tube stay rods.	1	LS	$38,250.00	$38,250.00	$32,000.00	$32,000.00	$29,000.00	$29,000.00	$47,000.00	$47,000.00
31	Replace weir box and top 3' of 10" overflow pipe	1	LS	$3,850.00	$3,850.00	$4,500.00	$4,500.00	$9,000.00	$9,000.00	$5,900.00	$5,900.00
32	Install two intermediate dry riser platforms	2	EA	$8,700.00	$17,400.00	$11,000.00	$22,000.00	$15,000.00	$30,000.00	$7,200.00	$14,400.00
33	Replace floor platform with dry riser floor and vault ladder	1	LS	$9,800.00	$9,800.00	$12,000.00	$12,000.00	$26,000.00	$26,000.00	$17,800.00	$17,800.00
34	Chip out and grout 16"X4" sump at bottom of vault	1	LS	$2,400.00	$2,400.00	$2,000.00	$2,000.00	$2,200.00	$2,200.00	$2,800.00	$2,800.00
35	Install pressure gauge, transmitter, heater and piping in NEMA 4 panel near base of wet riser	1	LS	$3,250.00	$3,250.00	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$4,900.00	$4,900.00
36	Replace rafter plates	18	EA	$300.00	$5,400.00	$350.00	$6,300.00	$600.00	$10,800.00	$200.00	$3,600.00
37	Leak Test & Disinfect tank.	1	LS	$1,800.00	$1,800.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$4,900.00	$4,900.00
1-37	**TOTAL BID**				$1,228,533.00		$1,378,900.00		$1,543,400.00		$1,660,950.00

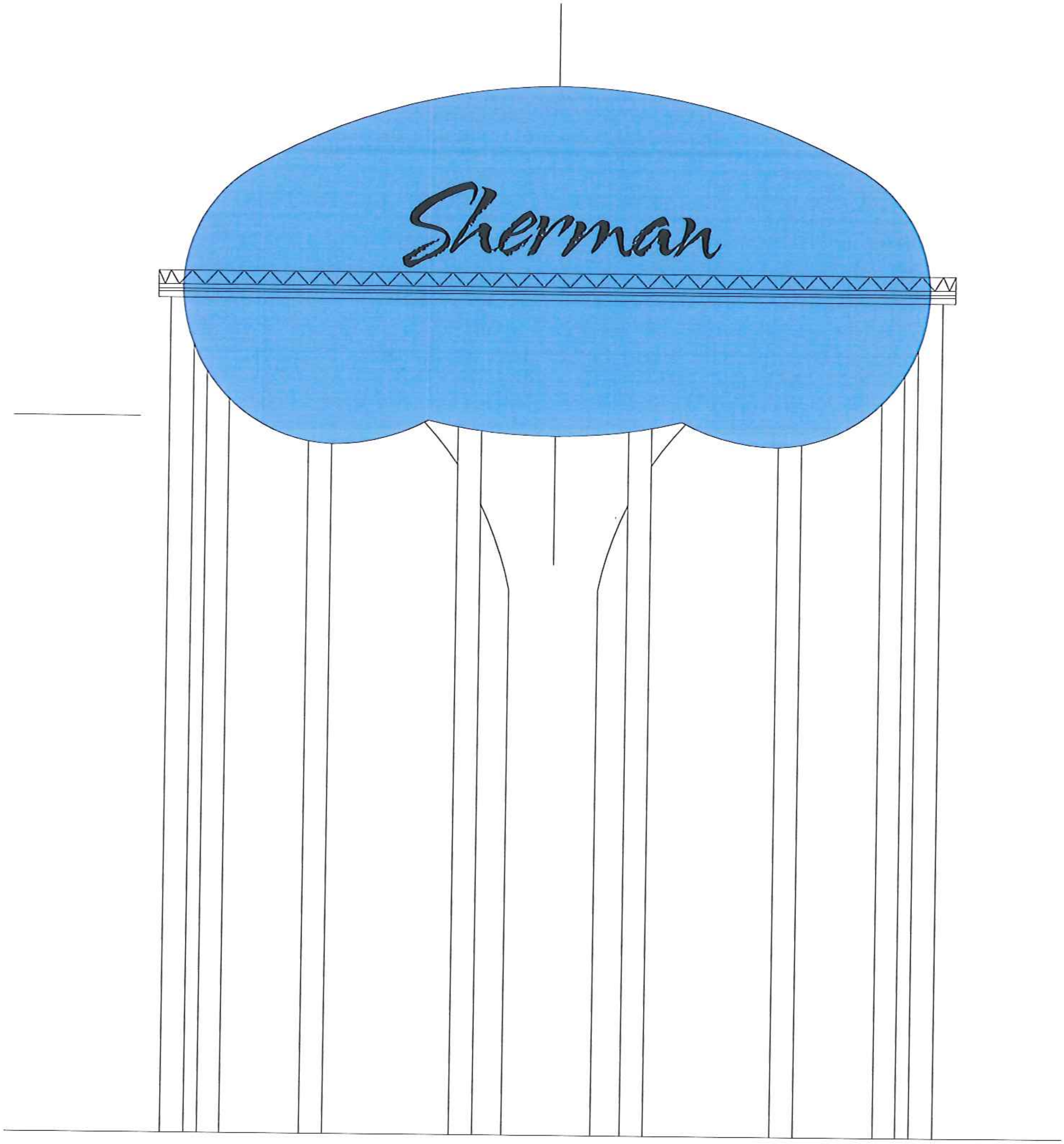
Note: Numbers in red have been adjusted to correct errors entered by bidders on their bid forms.

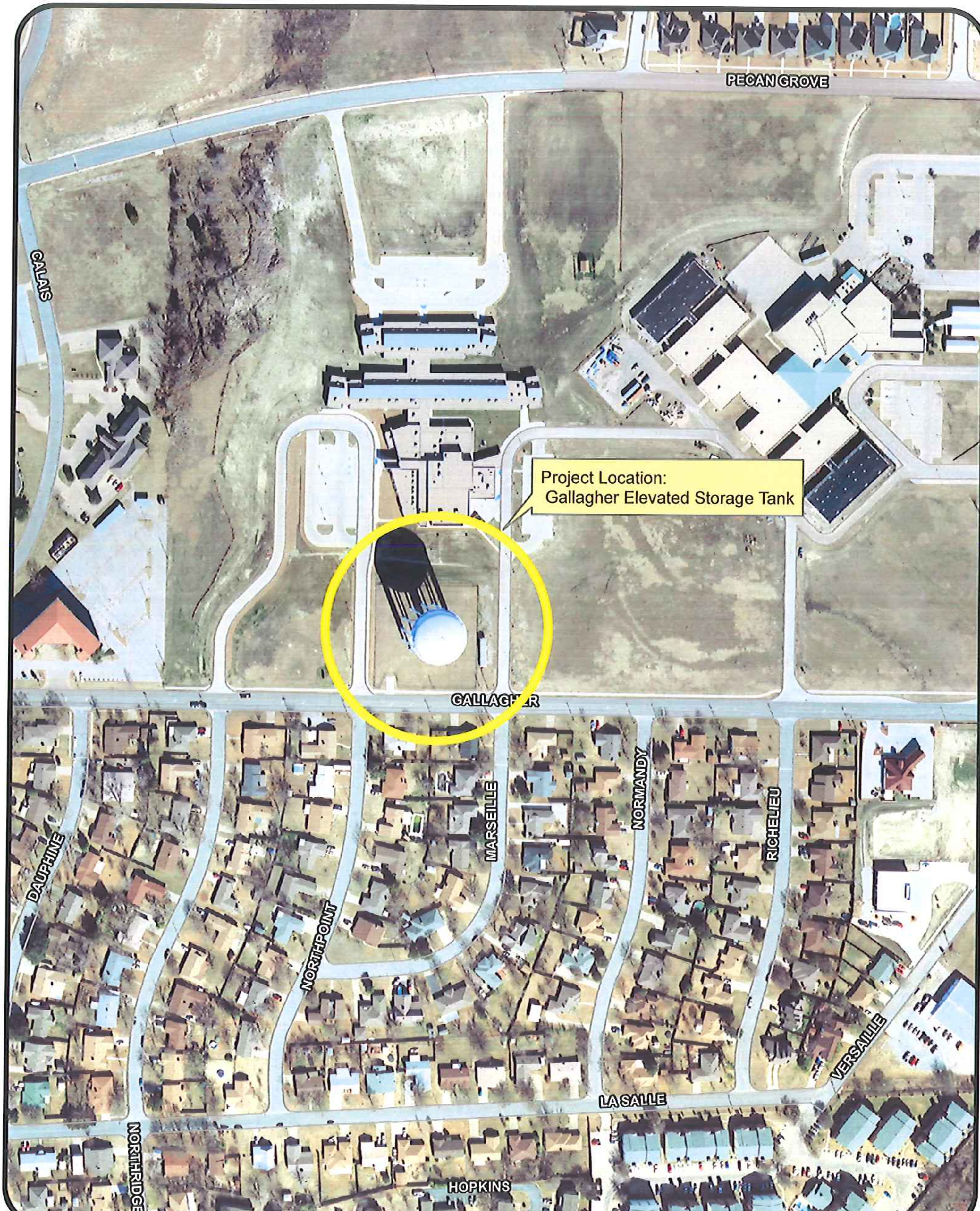
STATE OF TEXAS
DAVID E. GATTIS
36563
LICENSED
PROFESSIONAL ENGINEER

FREEMAN-MILLICAN, INC.

David E. Gattis

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DAVID E. GATTIS, P.E. No. 36563 ON OCTOBER 23, 2014.


Sherman



Sherman
CLASSIC TOWN. BROAD HORIZON.
ENGINEERING DEPARTMENT

Gallagher Elevaated Storage Tank

1 inch = 250 feet

N

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/03/2014

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5913***

Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 815 West Lamar Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 815 West Lamar Street.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the designated zone for residential tax abatement.

Origination:

Cupid Investments, Applicant

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $313.20 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5913

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Site Plan

Location Map

Photo

RESOLUTION NO. 5913

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH CUPID INVESTMENTS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 815 WEST LAMAR STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Cupid Investments and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Cupid Investments for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 815 West Lamar Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

BY: ______________________________
CAROLYN S. WACKER, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **CUPID INVESTMENTS**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5571) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2014, and continuing for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2014, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2014	100%
2015	100%
2016	100%
2017	100%
2018	100%
2019	100%
2020	80%
2021	60%
2022	40%
2023	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

> Construction of one (1) new single-family residence at 815 West Lamar Street, Sherman, Texas, and as more particularly described by the following:
>
> > **BEING LOT 15, BLOCK 2, GRAY'S SECOND ADDITION (ALSO KNOWN AS G.Y. GRAY'S SECOND ADDITION)**

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman	Cupid Investments
P.O. Box 1106	715 S. Sam Rayburn Freeway
Sherman, Texas 75091-1106	Sherman, Texas 75090
(903) 892-7200	(903) 868-4200

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of __________________________, 2014.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
RON BARTON, CUPID INVESTMENTS

BY: ______________________________
GEORGE OLSON
CITY MANAGER

BY: ______________________________
RON BARTON

ATTEST:

BY: ______________________________
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **RON BARTON**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____day of _________, 2014 A.D.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Cupid Investments

Mailing Address: 715 S. Hwy 75 Sherman, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Greg Pierson (Cupid Homes)

Mailing Address: 715 S. Hwy 75 Sherman, TX 75090

Telephone Number: 903-868-4201

Property:

Physical Address: 815 W. Lamar

Summary Legal Description: Lot: 15 Block: 2 Addition: Gray's 2nd Add.

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: X Remodeling: ______

Estimated Value of Improvements: $90,000

Estimated Date of Start of Construction: 10/8/2014

Estimated Date of Completion of Project: 12/20/2014

Description of Project: New Home Construction

Applicant(s): [signature] Date: 10-8-14

______________________ Date: ______

302138

Grayson County
Wilma Bush
Grayson County Clerk
Sherman, Texas 75090

70 2014 00014498

Instrument Number: 2014-00014498

As

Recordings

Recorded On: August 05, 2014

Parties: AMERICAN BANK OF TEXAS

To CUPID INVESTMENTS INC

Billable Pages: 2

Number of Pages: 4

Comment: SPEC WD

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	20.00
Total Recording:	**20.00**

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

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

File Information:

Document Number: 2014-00014498
Receipt Number: 406564
Recorded Date/Time: August 05, 2014 10:57:37A
Book-Vol/Pg: BK-OR VL-5498 PG-364
User / Station: J CARYOL - Cashiering Station 1

Record and Return To:

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

COUNTY COURT OF GRAYSON COUNTY, TEXAS

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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

302138

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON *

That **AMERICAN BANK OF TEXAS,** for and in consideration of the sum of TEN AND NO/100THS ($10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged herein, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto **CUPID INVESTMENTS, INC.,** the following described real property in Grayson County, Texas, to-wit:

BEING Lots Fourteen (14) and Fifteen (15), in Block Two (2), of GRAY'S SECOND ADDITION, an Addition to the City of Sherman, Texas, as shown by plat of record in Vol. 134, Page 113, Deed Records, Grayson County, Texas.

SAVE AND EXCEPT: The property described herein is being conveyed "AS IS" with no warranties, express or implied, except as to warranties of title as stated herein.

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

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor, but not otherwise.

Bk Vol Pg
00014498 OR 5498 366

BY: Jerry L. Griffin SVP
NAME PRINTED: Jerry L. Griffin
TITLE: Senior Vice President

GRANTEE'S MAILING ADDRESS:

Cupid Investments, Inc.
715 S. Sam Rayburn Frwy
Sherman TX 75090

ACKNOWLEDGMENT

STATE OF TEXAS *

COUNTY OF Grayson *

This instrument was acknowledged before me on the 4 day of Aug,

2014, by Jerry L. Griffin in the capacity of

Senior Vice President for **AMERICAN BANK OF TEXAS,** on its behalf and

in the capacity therein stated.

Christie Mauldin
Notary Public, State of Texas

CHRISTIE MAULDIN
Notary Public, State of Texas
My Commission Expires
December 27, 2015

Bk Vol Pg

00014498 OR 5498 367

Filed for Record in:
Grayson County

On: Aug 05,2014 at 10:57a

As a
Recordings

Document Number: 00014498

Amount: 20.00

Receipt Number - 406564

By,
JANA CARYOL

STATE OF TEXAS COUNTY OF GRAYSON

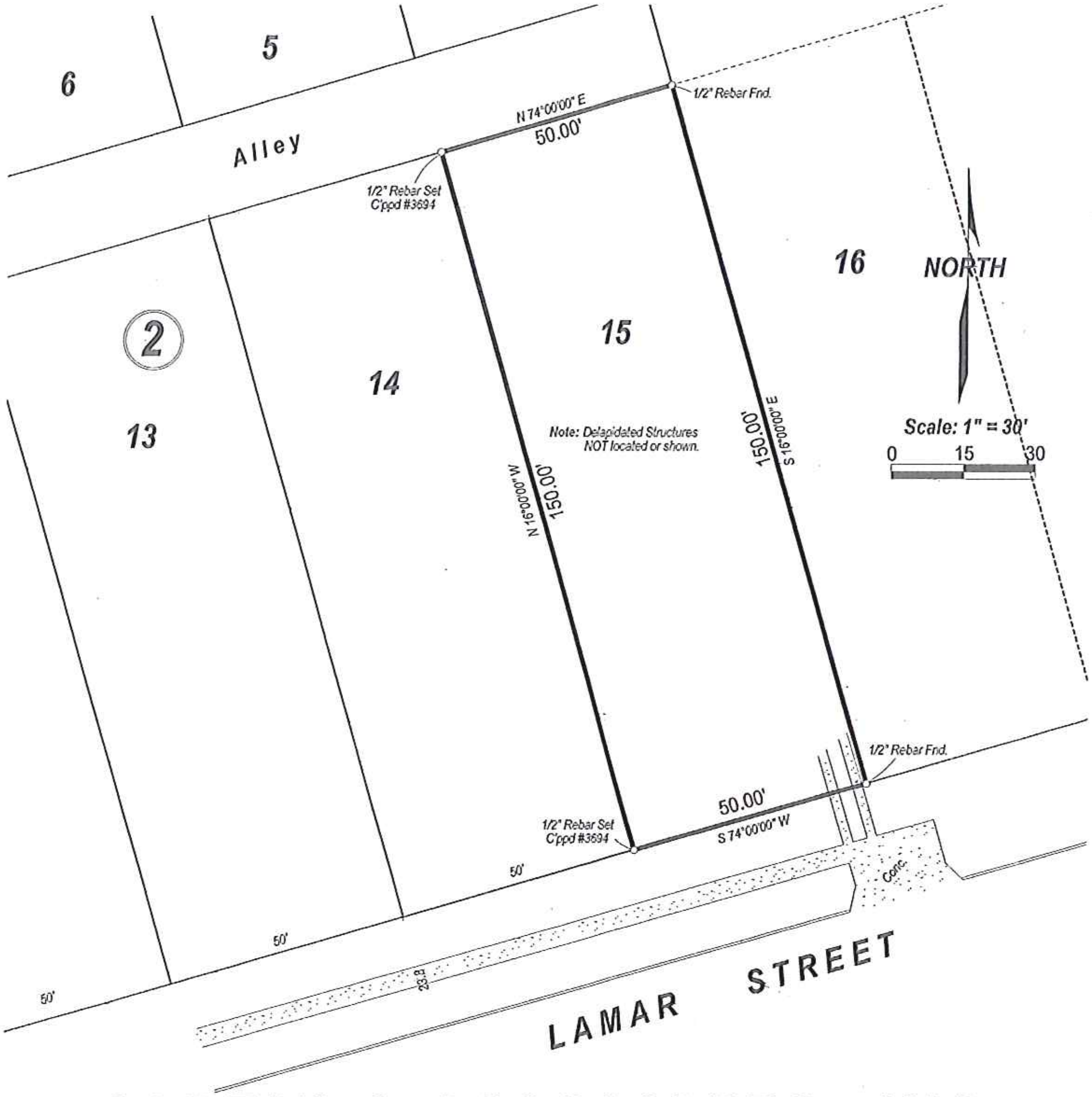
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:

Grayson County

as stamped hereon by me.

Aug 05,2014

Wilma Bush, Grayson County Clerk
Grayson County



SARTIN & ASSOCIATES, INC.

Registered Professional Land Surveyors
FIRM Headquarters - #10081100
109 S. Travis, P. O. Box 1843 Sherman, Texas 75091 - 1843
Ph.: (903) 892-8003 Fax: (903) 868-2970 Email - msartin@gcecisp.com

SURVEY FOR: CUPID HOMES

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 15th day of July, 2014 of the following described property:

Lot FIFTEEN (15), in Block TWO (2) of GRAY'S SECOND ADDITION (also known as G. Y. Gray's Second Addition) to the City of Sherman, Texas as shown by plat of record in Volume 134, Page 113, Deed Records, Grayson County, Texas.

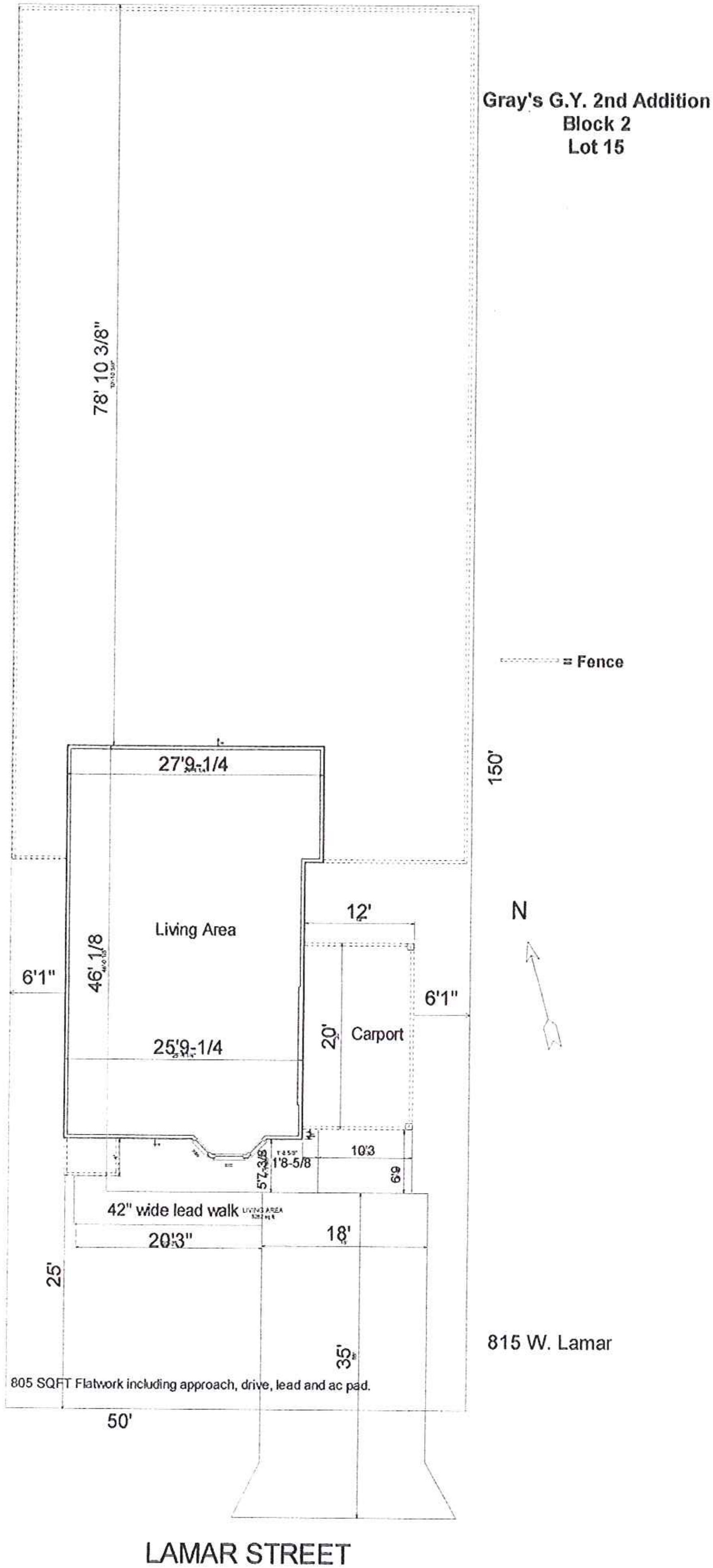
That the improvements on said property are known as **815 W. LAMAR STREET, SHERMAN, TEXAS** and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.

STATE OF TEXAS REGISTERED MARSHALL SARTIN 3694 PROFESSIONAL LAND SURVEYOR

Marshall Sartin R.P.L.S. # 3694

815-LAMAR.pcs


Gray's G.Y. 2nd Addition
Block 2
Lot 15
78' 10 3/8"
= Fence
27'9-1/4
150'
12'
N
Living Area
46' 1/8
6'1"
6'1"
20'
Carport
25'9-1/4
10'3
1'8-5/8
5'7-3/8
6'9
42" wide lead walk
20'3"
18'
25'
35'
815 W. Lamar
805 SQFT Flatwork including approach, drive, lead and ac pad.
50'
LAMAR STREET

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

815 W. Lamar

N
NOT TO SCALE

1 inch = 61 feet

815 W. Lamar

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No.** C. 7.

Meeting Date: 11/03/2014

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5914***

Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 817 West Lamar Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 817 West Lamar Street.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the designated zone for residential tax abatement.

Origination:

Cupid Investments, Applicant

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $313.20 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5914
Residential Tax Abatement Agreement
Application
Warranty Deed
Survey
Site Plan
Location Map
Photo

RESOLUTION NO. 5914

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH CUPID INVESTMENTS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 817 WEST LAMAR STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Cupid Investments and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Cupid Investments for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 817 West Lamar Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

BY: ________________________________
CAROLYN S. WACKER, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **CUPID INVESTMENTS**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5571) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2014, and continuing for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2014, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2014	100%
2015	100%
2016	100%
2017	100%
2018	100%
2019	100%
2020	80%
2021	60%
2022	40%
2023	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 817 West Lamar Street, Sherman, Texas, and as more particularly described by the following:

BEING LOT 14, BLOCK 2, GRAY'S SECOND ADDITION (ALSO KNOWN AS G.Y. GRAY'S SECOND ADDITION)

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Cupid Investments
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4200

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the

_____ day of ___________________________, 2014.

CITY: **CITY OF SHERMAN, TEXAS**	**OWNER:** **RON BARTON, CUPID INVESTMENTS**
BY: _______________________________ **GEORGE OLSON** **CITY MANAGER**	**BY:** _______________________________ **RON BARTON**

ATTEST:

BY: _______________________________
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _______________________________
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **RON BARTON**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____day of _________, 2014 A.D.

____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Cupid Investments

Mailing Address: 715 S. Hwy 75 Sherman, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Greg Pierson (Cupid Homes)

Mailing Address: 715 S. Hwy 75 Sherman, TX 75090

Telephone Number: 903-868-4201

Property:

Physical Address: 817 W. Lamar

Summary Legal Description: Lot: 14 Block: 2 Addition: Gray's 2nd Add.

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: X Remodeling: ______

Estimated Value of Improvements: $90,000

Estimated Date of Start of Construction: 10/8/2014

Estimated Date of Completion of Project: 12/20/2014

Description of Project: New Home Construction

Applicant(s): [signature] Date: 10-8-14

______________________ Date: ______

302138

Grayson County
Wilma Bush
Grayson County Clerk
Sherman, Texas 75090

70 2014 00014498

Instrument Number: 2014-00014498

As
Recordings

Recorded On: August 05, 2014

Parties: AMERICAN BANK OF TEXAS

To CUPID INVESTMENTS INC

Billable Pages: 2

Number of Pages: 4

Comment: SPEC WD

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	20.00
Total Recording:	**20.00**

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

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

File Information:

Document Number: 2014-00014498
Receipt Number: 406564
Recorded Date/Time: August 05, 2014 10:57:37A
Book-Vol/Pg: BK-OR VL-5498 PG-364
User / Station: J CARYOL - Cashiering Station 1

Record and Return To:

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

COUNTY COURT OF GRAYSON COUNTY, TEXAS

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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

302138

00014498 OR 5498 525

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

SPECIAL WARRANTY DEED

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

That **AMERICAN BANK OF TEXAS,** for and in consideration of the sum of TEN AND NO/100THS ($10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged herein, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto **CUPID INVESTMENTS, INC.,** the following described real property in Grayson County, Texas, to-wit:

BEING Lots Fourteen (14) and Fifteen (15), in Block Two (2), of GRAY'S SECOND ADDITION, an Addition to the City of Sherman, Texas, as shown by plat of record in Vol. 134, Page 113, Deed Records, Grayson County, Texas.

SAVE AND EXCEPT: The property described herein is being conveyed "AS IS" with no warranties, express or implied, except as to warranties of title as stated herein.

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

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor, but not otherwise.

BY: Jerry L. Griffin SVP
NAME PRINTED: Jerry L. Griffin
TITLE: Senior Vice President

GRANTEE'S MAILING ADDRESS:

Cupid Investments, Inc.
715 S. Sam Rayburn Frwy
Sherman TX 75090

ACKNOWLEDGMENT

STATE OF TEXAS *

COUNTY OF Grayson *

This instrument was acknowledged before me on the 4 day of Aug,

2014, by Jerry L. Griffin in the capacity of

Senior Vice President for **AMERICAN BANK OF TEXAS,** on its behalf and

in the capacity therein stated.

Christie Mauldin
Notary Public, State of Texas

CHRISTIE MAULDIN
Notary Public, State of Texas
My Commission Expires
December 27, 2015

Bk Vol Pg

00014498 OR 5498 367

Filed for Record in:
Grayson County

On: Aug 05,2014 at 10:57a

As a
Recordings

Document Number: 00014498

Amount: 20.00

Receipt Number - 406564

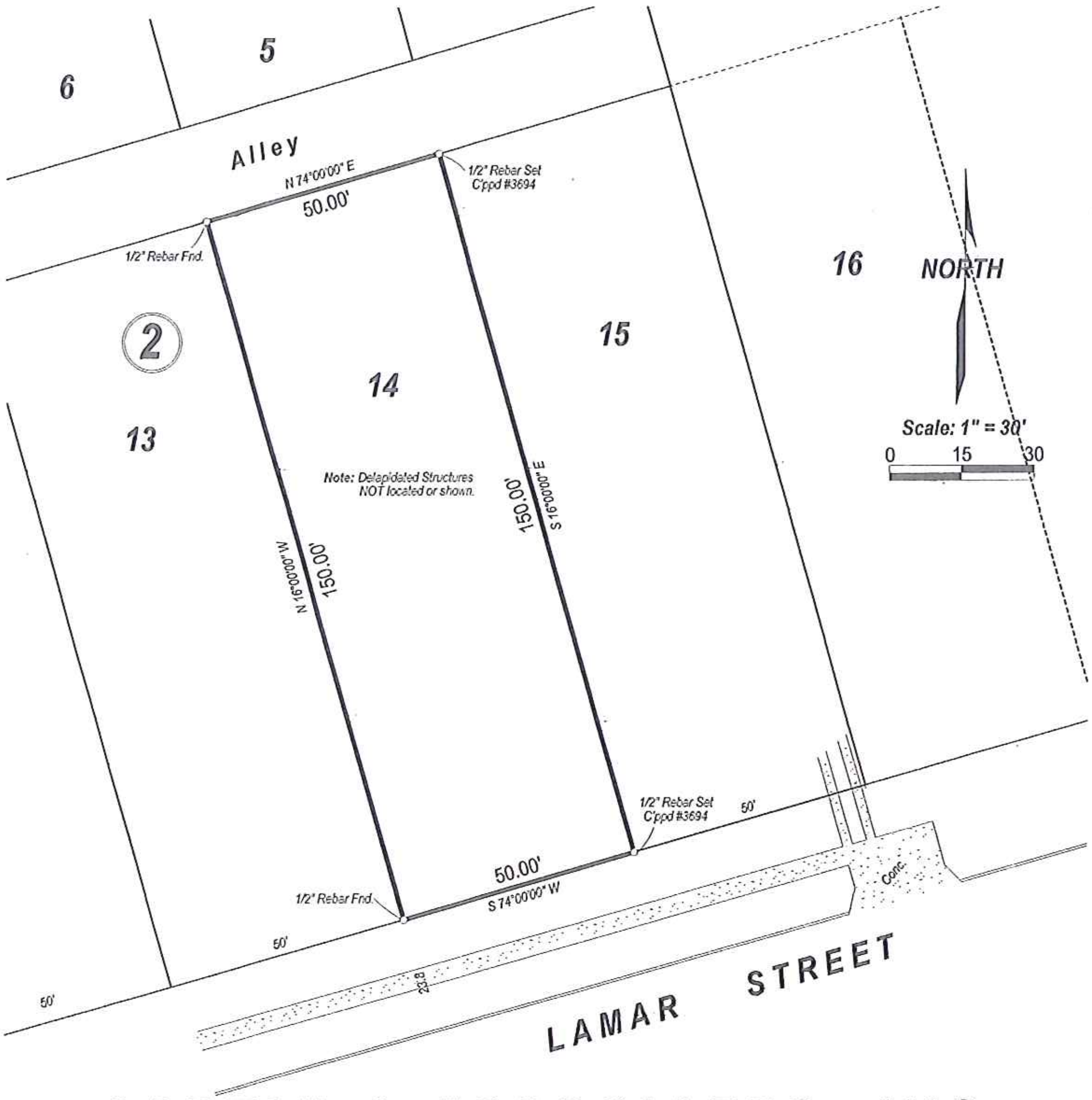
By:
JANA CARYOL

STATE OF TEXAS COUNTY OF GRAYSON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Grayson County
as stamped hereon by me.

Aug 05,2014

Wilma Bush, Grayson County Clerk
Grayson County



SARTIN & ASSOCIATES, INC.

Registered Professional Land Surveyors
FIRM Headquarters - #10081100
109 S. Travis, P. O. Box 1843 Sherman, Texas 75091 - 1843
Ph.: (903) 892-8003 Fax: (903) 868-2970 Email - msartin@gcecisp.com

SURVEY FOR: CUPID HOMES

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 15th day of July, 2014 of the following described property:

Lot FOURTEEN (14), in Block TWO (2) of GRAY'S SECOND ADDITION (also known as G. Y. Gray's Second Addition) to the City of Sherman, Texas as shown by plat of record in Volume 134, Page 113, Deed Records, Grayson County, Texas.

That the improvements on said property are known as **817 W. LAMAR STREET, SHERMAN, TEXAS** and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

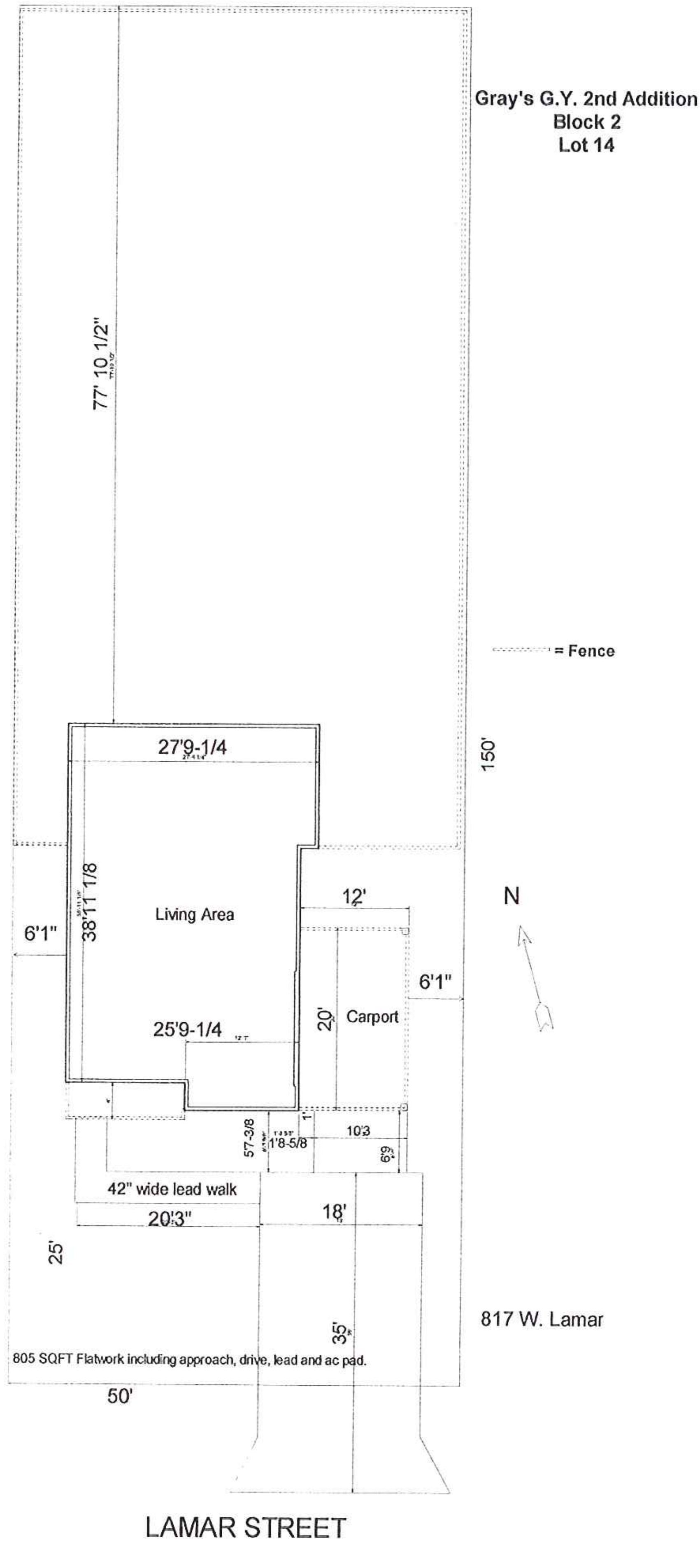
THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.

STATE OF TEXAS REGISTERED MARSHALL SARTIN 3694 PROFESSIONAL LAND SURVEYOR

Marshall Sartin

Marshall Sartin R.P.L.S. # 3694

817-LAMAR.pcs



Gray's G.Y. 2nd Addition
Block 2
Lot 14
77' 10 1/2"
= Fence
27'9-1/4
150'
38'11 1/8
Living Area
6'1"
12'
N
6'1"
Carport
20'
25'9-1/4
1'
10'3
5'7-3/8
1'8-5/8
6'9
42" wide lead walk
20'3"
18'
25'
817 W. Lamar
35'
805 SQFT Flatwork including approach, drive, lead and ac pad.
50'
LAMAR STREET

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

817 W. Lamar

NOT TO SCALE

1 inch = 61 feet

817 W. Lamar

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 8.**

Meeting Date: 11/03/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5915***

Authorizing Execution of an Attorney-Client Agreement with Shelby Law, PLLC

Issue:

An Attorney-Client Agreement with Shelby Law, PLLC for city attorney services

Background:

Brandon S. Shelby, Director of Shelby Law, PLLC, served as the City of Sherman's City Attorney during the period of April 20, 2009 through October 31, 2014.

The City Charter, at Article IV, Section 5, grants to the City Council authority to "appoint an attorney currently admitted to practice law before the State Supreme Court, who is not the subject of any ongoing disciplinary investigation or trial, and who possesses the necessary legal transactional and trial training, experience and ability to successfully represent the city in all matters. The city council may contract with the city attorney. However, the city attorney shall not be employed or appointed for a definite term and shall serve at the will of the city council and may be removed by a majority vote of all members of the council."

Mr. Shelby has proposed to serve as the City's contracted City Attorney under the terms and provisions of an Attorney-Client Agreement.

Origination:

Brandon S. Shelby, former Sherman City Attorney and Director of Shelby Law, PLLC

Financial Consideration:

As set forth in the Attorney-Client Agreement

Staff Recommendation:

It is recommended that Shelby Law, PLLC be contracted to provide city attorney services as provided in the Attorney-Client Agreement.

Alternatives:
The Council could give staff other direction.

Attachments

Resolution No. 5915

RESOLUTION NO. 5915

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ATTORNEY-CLIENT AGREEMENT WITH SHELBY LAW, PLLC; 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 Mayor is authorized and directed to execute an Attorney-Client Agreement with Shelby Law, PLLC in substantially the same form, to be attached hereto as Exhibit "A".

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

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

CITY OF SHERMAN, TEXAS

BY: ______________________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 9.**

Meeting Date: 11/03/2014

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

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5916***

Authorizing the Purchase of a 2015 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 628, a 2002 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 $130,453.80 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2014-2015 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. 5916

Quote

BuyBoard Agreement

RESOLUTION NO. 5916

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2015 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 2015 Kenworth T800 roll-off cab and chassis, at a total price of One Hundred Thirty Thousand, Four Hundred Fifty-Three Dollars and Eighty Cents ($130,453.80), 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. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2014-2015 budget.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________	**BY:** ________________________________
LINDA ASHBY,	**CAROLYN S. WACKER,**
CITY CLERK	**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: 10/7/2014	
		Contract # 430-13	
Product Description: 2015 T800 Roll-Off cab & chassis			
Contact Person: Randy Smartt, MHC Kenworth		Item: Base Chassis Bid	$ 84,395.00
B: Options	Option cost is 90% of MSRP		
2-spd fan hub	296.00		
Vertical exhaust	1,170.00		
Engine retarder	2,614.00		
Allison 4500RDS transmission	23,973.00		
20K front axle & attachments	5,123.00		
46K rear axle & attachments	8,024.00		
Wheel Differntial lock both axles	2,172.00		
Aluminum wheels	2,155.00		
Tires for rated GVWR	5,205.00		
Subtotal Column 1:	$ 50,732.00	Subtotal Column 2:	$0.00
Total Options			$50,732.00
90% of MSRP applied			45,658.80
CHASSIS WITH FACTORY OPTIONS			$ 130,053.80
TOTAL BODY PRICE	See attached body spec sheet		
Additional Options:	Spare tire and wheel for front & rear		Included
Buy Board Fee			400.00
Transportation			*Included*
DOT Inspection with Fire Extinguisher and Road Flare Kit			Included
		TOTAL BUY BOARD PRICE	$130,453.80

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

Thank you,

Randy Smartt Randy Smartt

10/8/20147:48 AM 10/8/14

RECEIVED JUL 1 5 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT
RECEIVED JUL 1 5 2002

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. 10.**

Meeting Date: 11/03/2014

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

Approved By: George Olson, City Manager

Caption:

**** RESOLUTION NO. 5917***

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 628, a 2002 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 $41,645.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2014-2015 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. 5917
Quote
BuyBoard Agreement

RESOLUTION NO. 5917

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:

SECTION 1. 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 Forty-One Thousand, Six Hundred Forty-Five Dollars and Zero Cents ($41,645.00), 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. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2014-2015 budget.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY,
CITY CLERK

BY: ______________________________
CAROLYN S. WACKER,
MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

B & C BODY COMPANY
P.O. BOX 2867
LONGVIEW, TX 75606

DATE:	September 25, 2014
CUSTOMER NAME:	CITY OF SHERMAN
ADDRESS:	811 S. EAST ST.
CITY/STATE/ZIP	SHERMAN , TX 75091
ATTN:	MICHAEL SPRINGER -PUBLIC WORKS- SUPERINTENDENT
SALESMAN:	JIM LEWIS

QUOTE # jfl140925-12

	DESCRIPTION	AMOUNT
1ea.	Galbreath SS75-OR-174 , 75,000# Capacity Roll-Off Hoist W/ Outside Rails,Capable Of Loading 22ft. Containers, W/ Inside Air Controls,5 Spool Outside Manual Controls 48"Aluminum Tool Box, Aluminum Diamond Tread Plate Fenders,HOT Shift PTO w/ Direct Mount Pump, Approach Ramps w/ Ratchet Hold Straps, Hard Plumbing w/ Tarper Platform & Control Valve Cover, All LED Lighting , Air Operated ICC Bumper, Huck Bolt Mounted & Painted Black w/ Decals & Reflective Tape.	$ 44,145.00
1ea.	Pioneer Rack & Pinion RP 4500 SARG, Adjustable Gantry Tarper, Painted Black	
	GOOD CUSTOMER DISCOUNT	($2,500.00)

BUY BOARD BID ITEM # 72

TRUCK MUST HAVE A CLEAR CT OF 186 " BOTH TOP & SIDE RAILS

PAYMENT DUE UPON RECEIPT
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS

FOB : MHC, DALLAS

FEDERAL EXCISE TAX NOT INCLUDED

SUBTOTAL	41,645.00
STATE SALES TAX	
LICENSE & REGISTRATION	
TITLE FEE/COUNTY ROAD/BRIDGE	
TOTAL PRICE	41,645.00
DEPOSIT ON ORDER	
CASH ON DELIVERY	41,645.00
AMOUNT FINANCED	
TOTAL PRICE	$ 41,645.00

CUSTOMER ACKNOWLEDGEMENT________________________________
CUSTOMER SIGNATURE

RECEIVED JUL 1 5 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT
RECEIVED JUL 1 5 '02

for the
Texas Local Government Purchasing Cooperative

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WITNESSETH:

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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.
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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: 11/03/2014

Prepared By: Robby Hefton, Deputy City Manager

Approved By: George Olson, City Manager

Caption:

**** OTHER BUSINESS***

Approval of the 2014 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 2014-2015

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 2014 tax year represents taxes that will be collected during the City's 2014-2015 fiscal year. The Grayson County Tax Assessor/Collector's office has provided the taxable value as $2,385,008,371.00, which equates to a levy of $8,789,491.64 based on the City's total tax rate of $.37200/$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 2014 Tax Roll Value and 2014 Tax Levy at the amounts reflected above.

Alternatives:

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

Attachments

2014 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 23, 2014

VALUE/LEVY

Mr. Robbie Hefton, Chief Financial Officer/
Assistant City Manager
City of Sherman
400 N. Rusk Street
Sherman, Texas 75090

Dear Mr. Hefton:

Re: Section 26.09(e) SPTC

Please have your district approve your 2014 Tax Roll Values and return to this office as soon as possible. These figures are actual tax roll value and tax levy billed figures.

2014 Tax Roll Value	**$**	**2,385,008,371**
2014 Tax Levy	**$**	**8,789,491.64**
2014 Special Assessment Levy	**$**	**6,741.00**

If you have any questions, please give us a call.

Very truly yours,

Bruce Stidham

Bruce Stidham
Tax Assessor and Collector

BS:kb

City Secretary **City Mayor**

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/03/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2014 Council Calendar

2014

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

FEBRUARY						
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2	~~3~~	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH						
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
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JUNE						
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JULY						
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AUGUST						
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NOVEMBER						
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DECEMBER						
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~~1/17/2014~~	Joint Meeting w/SEDCO Board - Panda Tour - Cancelle
~~2/3/2014~~	Regular City Council Meeting - Cancelled
2/12/2014	Called Meeting for Informational Presentation
2/26/2014	Called Meeting for Informational Presentation
3/12/2014	Called Meeting for Informational Presentation
3/21/2014	Joint Meeting w/SEDCO Board - Panda Tour

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