

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 20, 2014
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY DEPUTY MAYOR BOB SOFTLY**
- A. 3. INVOCATION BY DEPUTY MAYOR BOB SOFTLY**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 6, 2014**

Special Presentations

- B. 1. SPECIAL PRESENTATION**
Recognizing Outgoing Sherman Economic Development Corporation Board Members Chris Pendergrass and Dean Gilbert, Jr.

Proclamations

- C. 1. PROCLAMATION**
"Lions White Cane Day" – October 25, 2014

Consent Agenda

- D. 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

- E. 1. 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

- E. 2. **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
- E. 3. *** 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
- E. 4. *** RESOLUTION NO. 5901**
Authorizing Execution of an Escrow Agreement with Stephen H. Klas for Construction of Washington Bend Phase I
- E. 5. *** RESOLUTION NO. 5902**
Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Gallagher Elevated Tank Painting and Rehabilitation Project
- E. 6. *** 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)
- E. 7. *** 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)
- E. 8. *** 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
- E. 9. *** 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

Other Business

- F. 1. **OTHER BUSINESS**
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
- F. 2. **OTHER BUSINESS**
Receive Presentation from Police Chief Otis Henry on the Police Department's Annual Halloween Event, "Fright Fest"

F. 3. * OTHER BUSINESS

Approve Quarterly Investment Report for Quarter Ended September 30, 2014

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

Consider Board/Commission Appointments

I. 1. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Keep Sherman Beautiful Commission (1)

J. COUNCIL COMMENTS

Executive Session

K. 1. EXECUTIVE SESSION

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

Section 551.074

Personnel Matters:

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

The Council reconvenes into General Session

L. 1. OPEN MEETING

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

M. 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 17, 2014 at 1:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 17th 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

Carolyn S. Wacker

Deputy Mayor

Robert G. Softly

Council Members

Ryan Johnson, Council-At-Large, PL #1
Jason Sofey, Council-At-Large, PL #2
Lawrence Davis, Council – District #1

Robert G. Softly, Council – District #2
Tom Watt, Council – District #3
David Plyler, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 10/20/2014

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 6, 2014

Attachments

October 6, 2014

STATE OF TEXAS

§

October 6, 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 6, 2014.

MEMBERS PRESENT:

MAYOR CARY WACKER; DEPUTY MAYOR ROBERT
SOFTLY.

COUNCIL MEMBERS DAVIS, JOHNSON, PLYLER, WATT.

MEMBERS ABSENT:

COUNCIL MEMBER SOFEY.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of September 15, 2014 and the Called City Council Meeting (held jointly with the Sherman Economic Development Corporation Board) of September 16, 2014. Council Member Watt moved to approve the Minutes as presented; Second by Deputy Mayor Softly. All present voted AYE.

MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Wacker introduced Ordinance 5859 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTER FOR AN INDOOR ARCHERY LANE IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 3939 NORTH U.S. HIGHWAY 75, BEING LOT 4, BLOCK A, SHERMAN COMMONS ADDITION, REPLAT BLOCKS A, B & D (SHERMAN COMMONS, LP, OWNER; ACADEMY SPORTS AND OUTDOORS, TENANT; TONY RIVERA, MANAGER OF CONSTRUCTION & FACILITIES; AND CHRIS MITCHELL, STORE DIRECTOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

No citizens appeared before the City Council to discuss Ordinance 5859.

Mayor Wacker introduced Ordinance 5860 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION

ORD 5859

INDOOR ARCHERY
LANE

(3939 N. US HWY 75)

ORD 5860

USED AUTO SALES
(604 S. SAM

RAYBURN)

(5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW USED AUTOMOBILE SALES AND REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AT 604 SOUTH SAM RAYBURN FREEWAY, BEING 0.74 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (ADNAN KNAISH, OWNER; SARTIN & ASSOCIATES, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

No citizens appeared before the City Council to discuss Ordinance 5860.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5859

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTER FOR AN INDOOR ARCHERY LANE IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 3939 NORTH U.S. HIGHWAY 75, BEING LOT 4, BLOCK A, SHERMAN COMMONS ADDITION, REPLAT BLOCKS A, B & D (SHERMAN COMMONS, LP, OWNER; ACADEMY SPORTS AND OUTDOORS, TENANT; TONY RIVERA, MANAGER OF CONSTRUCTION & FACILITIES; AND CHRIS MITCHELL, STORE DIRECTOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5859
INDOOR ARCHERY
LANE
(3939 N. US HWY 75)

Ordinance 5860

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW USED AUTOMOBILE SALES AND REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AT 604 SOUTH SAM RAYBURN FREEWAY, BEING 0.74 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (ADNAN KNAISH, OWNER; SARTIN & ASSOCIATES, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5860
USED AUTO SALES
(604 S. SAM
RAYBURN)

ACTION TAKEN.

Motion by Deputy Mayor Softly to approve Ordinance Nos. 5859 and 5860, as presented. Second by Council Member Davis.

COUNCIL MINUTES – OCTOBER 6, 2014

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

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5885 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO SHERMAN COMMONS, L.P. FOR THE PLACEMENT OF TWO LIGHT POLE BASES/ BOLLARDS WITHIN THE LOY LAKE ROAD AND SARA SWAMY DRIVE RIGHT-OF-WAY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO SHERMAN COMMONS, L.P. FOR THE PLACEMENT OF TWO LIGHT POLE BASES/ BOLLARDS WITHIN THE LOY LAKE ROAD AND SARA SWAMY DRIVE RIGHT-OF-WAY.
CONSENT AGENDA.

RES 5885
LIGHT POLE BASES
AT SHERMAN
COMMONS

RESOLUTION NO. 5886 – AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC. FOR THE DESIGN OF THE CITY OF SHERMAN WATER TREATMENT PLANT EXPANSION AND ASSOCIATED IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CH2M HILL ENGINEERS, INC. FOR THE DESIGN OF THE CITY OF SHERMAN WATER TREATMENT PLANT EXPANSION AND ASSOCIATED IMPROVEMENTS.

RES 5886
WATER TREATMENT
PLANT EXPANSION

Mark Gibson, Director of Utilities, said CH2M Hill Engineers did the design on the existing Water Treatment Plant and have completed studies on the expansion.

The expansion project will double the plant capacity from 10 mgd to 20 mgd and will feature a membrane process with microfiltration, ultra filtration, and reverse osmosis, instead of expanding the conventional treatment. The project will take three years to complete.

The fee for CH2M Hill Engineers will be \$1,865,770. Additional funding of \$50,000 is set aside for surveying and \$35,000 for geotechnical work. Those amounts will only be used to the extent necessary and any amounts remaining will come back to the City.

He added that CH2M Hill Engineers is a good firm and the staff has confidence in their ability to complete the job.

Mayor Wacker said this is the first big step in the process that was discussed during the Budget Work Session for expansion of the plant. She said this is clearly one of the most important projects that the City will do for the future of Sherman to ensure that the water needed for citizens and for businesses will be available.

ACTION TAKEN.

Motion by Council Member Watt to approve Resolution No. 5886, as presented. Second by Deputy Mayor Softly.
VOTING AYE: Davis, Johnson, Plyler, Softly, Watt.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 5887 – AUTHORIZING EXECUTION OF AN INTEGRATED SUPPLY AGREEMENT WITH AME168, INC., D/B/A NAPA AUTO PARTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTEGRATED SUPPLY AGREEMENT WITH AME168, INC., D/B/A NAPA AUTO PARTS.

**RES 5887
NAPA AUTO PARTS
AGREEMENT**

Clay Barnett, Director of Public Works and Engineering, said the staff continually looks for ways to do things more efficiently and reduce costs.

This agreement with NAPA will allow them to open a “store” in the City’s shop, not open to the public, but exclusive to the City’s equipment maintenance needs. NAPA will manage the shop which will free City employees from looking for parts and will reduce the vehicle “down time” while waiting for parts.

Because of the buying power of NAPA, Mr. Barnett said they expect to see a reduced cost of parts too. Several other Texas cities are successfully using the program.

NAPA guarantees that they will have 85% of the common parts on hand and 95% of all parts available within 24 hours. There will be some building upgrades needed for the program. NAPA will purchase all current parts on hand and help the City sell their obsolete parts.

Mr. Barnett thanked Jim Cross, Assistant Public Works Director, and Kent Sweat, Equipment Services Supervisor, for their efforts to implement the program.

Council Member Watt asked what started the discussions and which entity approached the other. Mr. Cross said NAPA approached the City and presented the options available and the staff felt it was a workable solution.

Council Member Watt asked if the employees, the “parts runners” would be retained and moved to other parts of the

COUNCIL MINUTES – OCTOBER 6, 2014

shop. Mr. Cross said no employee will be lost. Mr. Barnett said the employees will now be concentrating on the repair of equipment.

Deputy Mayor Softly expressed interest in the program saying this was a concept that was used in the Air Force when he served.

ACTION TAKEN.

Motion by Council Member Johnson to approve Resolution No. 5887, as presented. Second by Council Member Watt.

VOTING AYE: Davis, Johnson, Plyler, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5888 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SHIPMAN COMMUNICATIONS, INC. FOR TWO-WAY RADIO AND EARLY WARNING SIREN MAINTENANCE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SHIPMAN COMMUNICATIONS, INC. FOR TWO-WAY RADIO AND EARLY WARNING SIREN MAINTENANCE.

CONSENT AGENDA.

RES 5888
TWO-WAY RADIOS &
WARNING SIRENS

RESOLUTION NO. 5889 – AUTHORIZING THE PURCHASE OF A 2015 DODGE RAM 4500 6.7 LITER DIESEL CHASSIS AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT FROM DALLAS DODGE CHRYSLER JEEP THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2015 DODGE RAM 4500 6.7 LITER DIESEL CHASSIS AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT FROM DALLAS DODGE CHRYSLER JEEP THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).

CONSENT AGENDA.

RES 5889
AMBULANCE
PURCHASE

RESOLUTION NO. 5890 – AUTHORIZING THE PURCHASE OF A 2015 DODGE RAM 4500 6.7 LITER DIESEL CHASSIS FOR REMOUNTING AND REFURBISHING AN EXISTING FRAZER 12' GENERATOR POWERED MODULE AMBULANCE BOX FOR THE SHERMAN FIRE DEPARTMENT FROM DALLAS DODGE CHRYSLER JEEP THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2015 DODGE RAM 4500 6.7 LITER DIESEL CHASSIS FOR REMOUNTING AND REFURBISHING AN EXISTING FRAZER 12" GENERATOR POWERED MODULE AMBULANCE BOX

RES 5890
AMBULANCE
PURCHASE

COUNCIL MINUTES – OCTOBER 6, 2014

FOR THE SHERMAN FIRE DEPARTMENT FROM DALLAS DODGE CHRYSLER JEEP THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

RESOLUTION NO. 5891 – AUTHORIZING THE PURCHASE OF A 2015 CHEVROLET SUBURBAN 4 X 4 FOR THE SHERMAN FIRE DEPARTMENT FROM CALDWELL COUNTRY CHEVROLET THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2015 CHEVROLET SUBURBAN 4 X 4 FOR THE SHERMAN FIRE DEPARTMENT FROM CALDWELL COUNTRY CHEVROLET THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

RES 5891
SUBURBAN
PURCHASE

RESOLUTION NO. 5892 – AUTHORIZING THE PURCHASE OF A NEW 125DJT TRAILER MOUNTED DURAPATCHER FOR THE STREET MAINTENANCE DEPARTMENT FROM CIMLINE PAVEMENT MAINTENANCE GROUP THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 125DJT TRAILER MOUNTED DURAPATCHER FOR THE STREET MAINTENANCE DEPARTMENT FROM CIMLINE PAVEMENT MAINTENANCE GROUP THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 5892
TRAILER PURCHASE

RESOLUTION NO. 5893 – AUTHORIZING THE PURCHASE OF A CRAFCO SUPER SHOT 125 CRACK SEALER FOR THE STREET MAINTENANCE DEPARTMENT FROM CRAFCO TEXAS, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A CRAFCO SUPER SHOT 125 CRACK SEALER FOR THE STREET MAINTENANCE DEPARTMENT FROM CRAFCO TEXAS, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 5893
CRACK SEALER
PURCHASE

RESOLUTION NO. 5894 – AUTHORIZING THE PURCHASE OF A 2015 T370 KENWORTH DISTRIBUTOR TRUCK FOR THE STREET MAINTENANCE DEPARTMENT FROM MHC KENWORTH THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2015 T370 KENWORTH DISTRIBUTOR TRUCK FOR THE

RES 5894
TRUCK PURCHASE

STREET MAINTENANCE DEPARTMENT FROM MHC KENWORTH THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RESOLUTION NO. 5895 – AUTHORIZING THE PURCHASE OF A NEW HEIL FULL EJECT FRONT LOAD TRUCK BODY FOR THE SOLID WASTE SERVICES DEPARTMENT FROM HEIL OF TEXAS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW HEIL FULL EJECT FRONT LOAD TRUCK BODY FOR THE SOLID WASTE SERVICES DEPARTMENT FROM HEIL OF TEXAS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RES 5895
FRONT LOAD TRUCK
BODY PURCHASE

RESOLUTION NO. 5896 – AUTHORIZING THE PURCHASE OF A 2015 AUTOCAR ACX64 CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM CHASTANG FORD/ AUTOCAR THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2015 AUTOCAR ACX64 CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM CHASTANG FORD/ AUTOCAR THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

RES 5896
AUTOCAR CHASSIS
PURCHASE

RESOLUTION NO. 5897 – AUTHORIZING THE PURCHASE OF A 2014 FORD F-250 REGULAR CAB PICKUP TRUCK FOR THE SOLID WASTE SERVICES DEPARTMENT FROM SAM PACK'S FIVE STAR FORD THROUGH THE TEXAS SMARTBUY CONTRACT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2014 FORD F-250 REGULAR CAB PICKUP TRUCK FOR THE SOLID WASTE SERVICES DEPARTMENT FROM SAM PACK'S FIVE STAR FORD THROUGH THE TEXAS SMARTBUY CONTRACT.
CONSENT AGENDA.

RES 5897
TRUCK PURCHASE

OTHER BUSINESS
CONSIDER RENEWAL OF THE CITY'S PARTICIPATION IN THE TRANSPORTATION EXCELLENCE FOR THE 21ST CENTURY (TEX-21) U.S. 75/69 CORRIDOR TASK FORCE AND THE APPOINTMENT OF REPRESENTATIVES FOR FISCAL YEAR 2014-2015
Mayor Wacker said the City of Sherman has been a member of the task force for approximately four years. It is a working group of cities from Texas, Oklahoma, and Arkansas.

TEX-21
U.S. 75/69 CORRIDOR
TASK FORCE

COUNCIL MINUTES – OCTOBER 6, 2014

Sherman is most interested in the U.S. Hwy 75/69 Corridor and working with other cities to focus attention to either obtain the interstate designation, or at least a high priority corridor designation, to continue to receive funds to improve safety and mobility on this major highway, which continues to be one of the busiest U.S. highways in Texas.

She added that it has been beneficial to stay connected to other cities with the same interests in keeping this highway corridor on the agenda for funding needs. Mayor Wacker said she has represented the City at the meetings. Cost of the membership is \$4,250 annually, and she recommended that it be renewed for this year.

Council Member Watt said he attended one of the work sessions and felt it was very informative to the City of Sherman.

ACTION TAKEN.

Motion by Council Member Watt to renew the City's participation in the TEX-21 U.S. 75/69 Corridor Task Force, as presented. Second by Council Member Davis.

ACTION TAKEN TO AMEND MOTION.

Motion by Council Member Watt to amend his motion to renew the City's participation in the TEX-21 U.S. 75/69 Corridor Task Force and to reappoint Mayor Cary Wacker to serve as the City's representative, as presented. Second by Council Member Davis.

VOTING AYE: Davis, Johnson, Softly, Watt.

VOTING NAY: Plyler.

MOTION CARRIED.

CONSIDER REQUEST OF ST. MARY'S CATHOLIC SCHOOL TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "RUN RUN RUDOLPH 5K AND FAMILY FUN RUN" ON SATURDAY, DECEMBER 6, 2014

The City Council approved the request of St. Mary's Catholic School to temporarily close certain streets for the "Run Run Rudolph 5K and Family Fun Run" on December 6, 2014. The event will require barricade placement and removal as well as police officers to maintain safety at certain points along the route.

CONSENT AGENDA.

CITIZENS REQUESTS
PROBLEM WITH GOATS

Jane Kelley, 704 E. Sycamore, said she lives in a subdivision built by Cupid Homes in 2006 and 2007. Since she has lived in the home she has had a problem with livestock.

She said the issue to change the code is currently with the City Attorney because the ordinance says it is unlawful for any person to keep livestock on any lot of less than one acre. These houses are approximately 15 feet apart, with a privacy fence between each house.

CLOSE STREETS
FOR ST. MARY'S RUN
(DEC. 6, 2014)

PROBLEM WITH
GOATS

COUNCIL MINUTES – OCTOBER 6, 2014

Mayor Wacker advised Ms. Kelley that the Council was aware of her concern and the City Attorney is working on the issue.

Brandon Shelby, City Attorney, explained that in addition to the ordinance Ms. Kelley read, there is another ordinance that deals with small livestock and fowl, that is in conflict with the first ordinance. When citing ordinances you must “give meaning” to all the ordinances. He said these ordinances have been in effect for years.

The goats that her neighbor has are miniature pygmy goats and fall under the “small livestock” category. Accordingly, since she is on less than one acre, the neighbor can have up to ten pygmy goats. While the current ordinance is in place, the City would be “trampling” on the neighbors’ rights to require her to get rid of the goats.

Mr. Shelby said the City is in the process of trying to bring the ordinances into harmony.

Ms. Kelley said these goats are not only a noise nuisance but with the recent rain, there is an odor.

Mayor Wacker said Mr. Shelby will continue to work on the issue and will bring it back to the City Council in the near future.

Ms. Kelley said the goats also run the streets and Mr. Shelby said that is a violation of the “running at large” ordinance. If caught at large, the City could issue a violation. He also advised Ms. Kelley that she could file a citizen’s criminal complaint for running at large.

George Olson, City Manager, asked when Mr. Shelby planned to bring the issue back to the Council. Council Member Watt asked how long the staff had been working on the issue. Mr. Shelby added that the job of the Council is to balance the rights of all the citizens.

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

KEEP SHERMAN BEAUTIFUL COMMISSION (1)

Mayor Wacker said the Keep Sherman Beautiful Commission appointment would be held for the next City Council Meeting.

KEEP SHERMAN BEAUTIFUL COMMISSION

COUNCIL COMMENTS

NAPA AUTO PARTS AGREEMENT

Council Member Watt complimented the staff for the agreement with NAPA Auto Parts, saying it seemed to be more efficient. He said he was looking forward to some good results.

NAPA AUTO PARTS AGREEMENT

NAPA AUTO PARTS AGREEMENT

Deputy Mayor Softly also liked the NAPA Auto Parts agreement.

**NAPA AUTO PARTS
AGREEMENT**

WATER TREATMENT PLANT EXPANSION

Council Member Plyler thanked Mr. Gibson and the staff for starting the expansion project at the Water Treatment Plant.

**WATER TREATMENT
PLANT EXPANSION**

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

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

EXECUTIVE SESSION

SECTION 551.071

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

SECTION 551.074

CONSIDER THE
QUALIFICATIONS, APPOINTMENT
AND REMOVAL OF MEMBERS TO
BOARDS AND COMMISSIONS:
SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
BOARD OF DIRECTORS (2)

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:26 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:03 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

**SHERMAN ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS (2)**

SEDCO

ACTION TAKEN.

Motion by Council Member Johnson to appoint Greg Kirkpatrick and John Sild to the Sherman Economic Development Corporation Board of Directors for a term from October 7, 2014 to October 1, 2016. Second by Council Member Plyler.

VOTING AYE: Davis, Johnson, Plyler, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL MINUTES – OCTOBER 6, 2014

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:05 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 10/20/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

SPECIAL PRESENTATION

Recognizing Outgoing Sherman Economic Development Corporation Board Members Chris Pendergrass and Dean Gilbert, Jr.

Issue:

Recognizing the contributions made by outgoing SEDCO Board Members Chris Pendergrass and Dean Gilbert, Jr.

Background:

The terms of SEDCO Board Members Chris Pendergrass and Dean Gilbert, Jr. have expired. The Mayor will take this opportunity to recognize their service on the SEDCO Board and their contributions to the City and its citizens.

Origination:

Mayor Cary Wacker



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 10/20/2014

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

PROCLAMATION

"Lions White Cane Day" – October 25, 2014

Issue:

Each year, the Sherman Noon Lions Club participates in "White Cane Day" to collect donations to help the needy with sight problems.

Background:

The Lions Club voluntarily provides all manpower and leadership for the effort to collect donations from citizens wishing to participate in saving vision.

Origination:

The request originated with Dr. Jerry Gundersheimer, Chairman of the White Cane Drive, Sherman Noon Lions Club.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

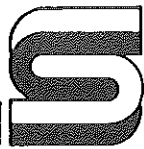
The staff recommendation is to present a proclamation designating October 25, 2014 as "Lions White Cane Day" in Sherman.

Alternatives:

The City Council could choose not to present the proclamation.

Attachments

Lions White Cane Day Proclamation



Proclamation

WHEREAS, Lions Club International, with over 1,350,000 members in the free world, has been dedicated to saving sight for nearly 100 years, and

WHEREAS, Lions Club International has distributed more than 147 million treatments for river blindness, provided nearly 8 million cataract surgeries, and prevented serious vision loss for more than 30 million people worldwide, and

WHEREAS, through their work, they have saved the sight of more than 14 million children by providing eye screenings, glasses, and other treatments through Sight for Kids, and

WHEREAS, the Sherman Noon Lions Club has been outstanding in its community in helping the needy with sight problems through the use of its White Cane donations, and

WHEREAS, the Sherman Noon Lions Club provides eye exams and eyeglasses to the needy school children of Grayson County, leader dogs for the blind, cornea transplants courtesy of the Lions Organ and Eye Bank, and eyeglass collections for needy people around the world, and

WHEREAS, the Sherman Noon Lions Club has invited its neighbors to share in saving vision by donating to its White Cane Day event.

NOW THEREFORE, I, Cary Wacker, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 25, 2014

LIONS WHITE CANE DAY

in the City of Sherman and invite all citizens to join me in sharing the Lions concern for the best sight possible for our neighbors in need, by giving generously to Lions White Cane Day. Every penny will give "The Gift of Sight."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 20th day of October, 2014.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 10/20/2014

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:

- E.3. * 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
- E.4. * RESOLUTION NO. 5901**
Authorizing Execution of an Escrow Agreement with Stephen H. Klas for Construction of Washington Bend Phase I
- E.5. * RESOLUTION NO. 5902**
Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Gallagher Elevated Tank Painting and Rehabilitation Project
- E.6. * 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)
- E.7. * 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)
- E.8. * 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
- E.9. * 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

F.3. * *OTHER BUSINESS*

Approve Quarterly Investment Report for Quarter Ended September 30, 2014



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 10/20/2014

Prepared By: JJ Jones, Fire Chief

Approved By: George Olson, City Manager

Caption:

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

Issue:

To consider approval of an agreement between the City of Sherman and Grayson County regarding fire fighting services in Grayson County

Background:

The Sherman Fire Department provides fire protection for certain areas of Grayson County. On September 17, 2014, Grayson County requested approval of a one-year contract beginning October 1, 2014 and ending September 30, 2015 for said services.

Origination:

Grayson County and the City of Sherman

Financial Consideration:

The City will receive \$8,639.58 each month for the period beginning October 1, 2014 and ending September 30, 2015. The total amount due the City will be \$103,674.96 for the fiscal year 2015. This amount reflects no increase or decrease over last year's contract for fire protection services within certain areas of the County.

Staff Recommendation:

It is recommended that the Council approve the agreement to provide firefighting services to the County.

Alternatives:

As directed by the Council

Attachments

Resolution No. 5898

Agreement for Fire Protection Services

Written Request for Fire Protection Services

RESOLUTION NO. 5898

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; 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 be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Agreement for Fire Protection Services between Grayson County and the City of Sherman for the period of October 1, 2014 through September 30, 2015, pursuant to the terms and provisions of the contract document 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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

FISCAL YEAR 2015

**AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY, TEXAS
AND THE CITY OF SHERMAN, TEXAS**

WHEREAS, this Agreement is made between Grayson County, Texas ["COUNTY"] and the City of SHERMAN, Texas ["CITY"] under and pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code and under Section 352 of the Texas Local Government Code;

WHEREAS, COUNTY and CITY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the COUNTY currently has a need for fire protection for Grayson County residents who live in portions of the COUNTY outside the municipalities;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement and this Agreement is conditioned upon appropriation of sufficient revenue by Grayson County Commissioners Court for payment of the consideration named herein for the COUNTY fiscal year named; and

NOW, THEREFORE, in consideration of the recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY has no authority to provide fire protection within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

CITY OBLIGATIONS

The CITY, as part of this Agreement, and as a condition of the payment by COUNTY of any and all sums called for under this Agreement, agrees that:

- (A) The CITY's fire department will provide fire protection services for all persons and property within the unincorporated area of said COUNTY that lies within the CITY's designated primary service area as set out in the map attached to this Agreement as Exhibit "A" and incorporated

herein by reference. Additionally, the CITY's Fire Department agrees that it shall respond to all mutual aid calls from any other fire department in Grayson County for fire protection services at any location within the unincorporated area of the COUNTY upon request of other fire department, the Grayson County Fire Marshal or during time of disaster, declared or otherwise, upon request of the Grayson County Judge or Emergency Management Coordinator. Said request may be made on behalf of any of these authorized agents through the Grayson County Sheriff's Office Communications Center.

- (B) The CITY's Fire Department shall use reasonable diligence and effort to provide the fire protection services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Fire Department members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement.
- (C) The CITY's Fire Department agrees to cause its members and personnel providing fire protection services in performance of this Agreement, when performing said services, to conduct themselves in a professional manner and to comply with all applicable laws, regulations and standards. All paid fire fighters must comply with all requirements of the Texas Commission on Fire Protection. All fire fighters, whether paid or volunteer, must be properly trained and equipped to perform fire protection duties as determined by applicable laws, regulations and standards, including local departmental regulations and standards. The CITY's Fire Department agrees to maintain all equipment necessary for the performance of this Agreement in good repair. Radio communications will be conducted in accordance with any rules, procedures or directives of the Grayson County Sheriff and/or Grayson County Fire Marshal and/or the Grayson County Emergency Management Coordinator.
- (D) The CITY's Fire Department shall cooperate and coordinate with the Grayson County Fire Marshal pursuant to the provisions of the Local Government Code, Chapter 352.
- (E) The CITY's Fire Department shall provide notice to the Grayson County Fire Marshal or Grayson County EOC at 903-818-7694 prior to or concurrent with deployment of resources outside of Grayson County for response other than standard mutual aid to the counties contiguous to Grayson County.
- (F) Upon request from the Grayson County Judge, his designee or the Grayson County Emergency Management Coordinator, the CITY's Fire Department shall:
 - a. Cooperate in a coordinated response, or prioritization of assets, during a locally declared disaster;

- b. Respond to reasonable data requests relevant to services provided under this Agreement;
 - c. Participate in at least one exercise, per fiscal year, as conducted, and if requested by the Grayson County Office of Emergency Management;
 - d. Participate in local planning, briefings or trainings as determined by the Grayson County Fire Marshal or Grayson County Emergency Management Coordinator; and
 - e. Upon notice, participate in After Action Reviews of emergency incidents involving a response of the CITY's Fire Department in the unincorporated area pursuant to this contract. Participation shall be defined to include participation by personnel actually involved in the incident; and
 - f. Provide current contact information for the Chief and Assistant Chief of the CITY's Fire Department, to include active email addresses and telephone contact information, for use by the Grayson County EOC, Sheriff's Office Communication Center and Fire Marshal.
- (G) The CITY's Fire Department warrants that in carrying out the terms of this Agreement, no person under the age of eighteen years will be utilized in the performance of the services to be provided under this Agreement.
- (H) The CITY's Fire Department shall comply with any rules, procedures or directives of the Grayson County Fire Marshal for determining which fires warrant investigation and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the Grayson County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees.
- (I) The books and records maintained in operation of the CITY's Fire Department shall be open to inspection by the COUNTY or its designated representative during normal business hours, upon reasonable notice.
- (J) The CITY's Fire Department shall file a TXFIRS report with the State Fire Marshal's Office within two weeks of the end of the month that an incident occurred. The Grayson County Fire Marshal is authorized to review all fire incident reports filed by the CITY Fire Department with the State Fire Marshal's Office.
- (K) The CITY's Fire Department shall file an incident report with the Texas Interagency Coordination Center for each wildland fire incident within two weeks of the end of the month that the wildland fire occurred.

- (L) The CITY's Fire Department shall adopt, and take all necessary steps to implement, the National Incident Management System (NIMS) at the local level. NIMS compliance for the term of this contract must be achieved by completing required actions as outlined by FEMA, the Texas Forest Service and the Texas Division of Emergency Management. NIMS compliance shall be demonstrated by:
- a. Completion and certification of NIMS compliance via any tool requested by the Grayson County Office of Emergency management in writing within thirty (30) days of the request;
 - b. Verification of NIMS compliance by providing information and records upon thirty days request of the Grayson County Judge, Fire Marshal or Emergency Management Coordinator.
- (M) The CITY's Fire Department acknowledges and understands that it is anticipated that the COUNTY may require in future Agreements that any fire department which is not also a licensed emergency medical service provider maintain a "current" status throughout the term of future Agreements as a First Responder Organization (FRO) as defined by the Texas Administrative Code 157.14. *This is not a requirement of this Agreement at the time of its execution and this Paragraph is provided for planning and notice only.*
- (N) The CITY's Fire Department certifies that it: *[check one]*
- ☐ IS a First Responder Organization as defined by the Texas Administrative Code 157.14.
- ☐ IS NOT a First Responder Organization as defined by the Texas Administrative Code 157.14.
- ☒ IS a licensed emergency medical service provider.

CONSIDERATION

For the services provided above, the COUNTY shall provide to the CITY:

- (1) The sum of \$8,639.58 per month during the term of this Agreement, due and payable by the 10th day of each month. The first payment shall be due on or before October 10, 2014. All sums to be paid under this Agreement by the COUNTY shall be made from current revenues available to the COUNTY.
- (2) Recovery of any additional sums or consideration *from county residents* by the CITY for response to grass or wildfire is strictly prohibited by this Agreement. Inasmuch as the CITY acts as the County's agent for response, the CITY agrees to provide the fire protection services for grass or

wildfire for the consideration in Paragraph 1 above. This provision is included to prohibit the recovery of additional compensation directly from county residents by CITY only and shall not preclude the COUNTY and CITY from seeking state or federal assistance in the event of disaster or extraordinary response due to extreme wildfire threat.

- (3) In addition to all available remedies pursuant to the default and termination provisions of this Agreement, the Parties agree that the COUNTY may withhold payment of any sums due and payable as set out in Paragraph 1 above upon written notice of failure of the CITY to perform the services contemplated in this Agreement until such deficiency is cured.

NOTICE OF EFFECT OF NONAPPROPRIATION

If, for any fiscal year, the Grayson County Commissioners Court does not authorize funds in amounts sufficient to pay or perform its obligations under this Agreement, the County shall endeavor to provide thirty (30) days notice. If funds are not authorized, this Agreement shall be null and void for the COUNTY fiscal year for which funds are not appropriated and any future fiscal years.

GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY; AGENCY

In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. The CITY shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provision of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.

Pursuant to Section 352.004 of the Texas Local Government Code, the act of a person or an employee of a municipality providing fire protection services pursuant to this Agreement in the unincorporated areas of the COUNTY, is considered to be the act of an agent of the COUNTY. A municipality is not liable for the reasonable acts of its employee in fighting fires outside the municipality under this Agreement.

The COUNTY and the CITY understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the CITY for the COUNTY under this Agreement and that when the CITY is engaged in the scope of its duty to provide fire protection services in any part of the area of the COUNTY that lies outside the limits of any municipality, the CITY acts as an agent of COUNTY to the *limited* extent said law mandates. However, it is understood that the CITY is not an agent of the COUNTY for any other purpose.

DEFAULT

In the event either party shall fail to keep, observe or perform any provision of this Agreement, the breaching party shall be deemed in default. If such default shall continue for a period of thirty days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to all available options under the Termination provisions of this Agreement.

EFFECTIVE DATE, TERM AND RENEWAL

The effective date of this Agreement shall be October 1, 2014, and this Agreement shall expire at midnight on September 30, 2015.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than current revenues. Any Agreement that would provide for automatic renewal of this Agreement would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this Agreement. Instead, it is understood by both Parties that a new contract must be executed for each fiscal year. The fiscal year of the COUNTY is from October 1 through September 30 of the next calendar year.

Accordingly, this Agreement contains no automatic renewal provisions. It is agreed that continuation of fire protection services between the COUNTY and the CITY must be by execution of a new contract for each fiscal year on or before October 1 of the fiscal year covered by the contract that is expiring.

AUTHORITY TO CONTRACT

Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

GOVERNING LAW/VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Texas and Grayson County is the proper venue for any action regarding this Agreement.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement of the Parties and supersedes any verbal or written representations of, to or by the Parties to each other.

AMENDMENT

If the Parties desire to modify this Agreement during its term, any modifications may be either incorporated herein by written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.

TERMINATION

By Mutual Agreement: This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by written termination agreement.

For Nonappropriation of Funds: As mentioned above, if the County does not authorize funds necessary for performance of the obligations under this Agreement, the County may terminate this Agreement.

By Either Party: This Agreement may be terminated at any time for convenience or fault upon sixty (60) days written notice to the other party.

NOTICES

By City to County:

Any notice permitted or required to be given to the COUNTY hereunder must be in writing and mailed by United States Postal Service, first class mail AND Certified Mail, Return Receipt Requested, postage prepaid and addressed to:

*Grayson County Judge
100 W. Houston, Suite 15
Sherman, Texas 75090*

By County to City:

Any notice permitted or required to be given to the CITY hereunder must be in writing and mailed by United States Postal Service, first class mail AND Certified Mail, Return Receipt Requested, postage prepaid and addressed to:

City of SHERMAN

Emergency Management Coordinator

P O Box 1106

Sherman, Texas 75091

EXECUTED this ____ day of _____, 2014

Grayson County Judge

Printed Name: Drue Bynum

EXECUTED this ____ day of _____, 2014

Mayor, City of SHERMAN

Printed Name: Carolyn S. Wacker



Sherman Fire

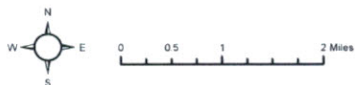
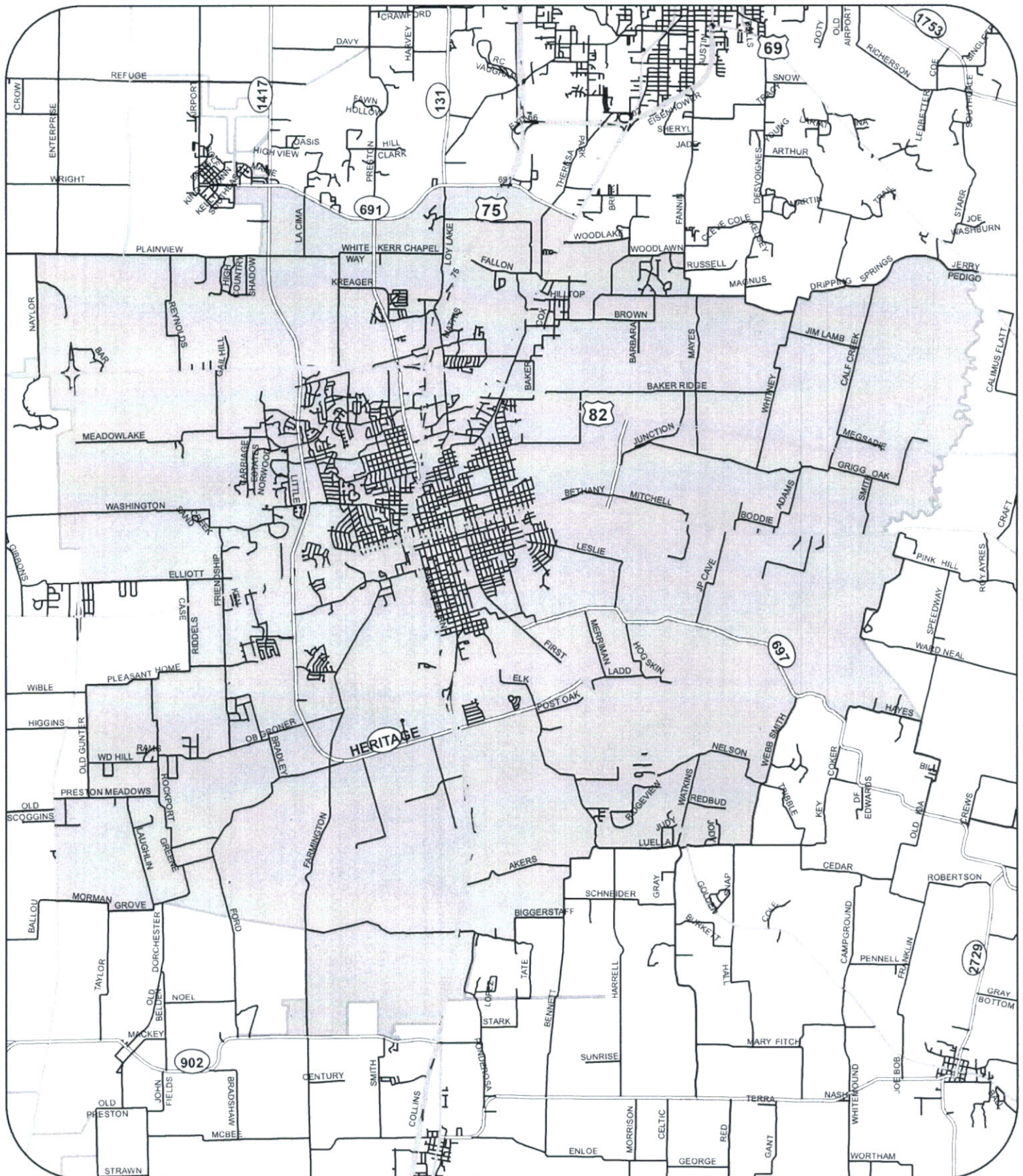


Exhibit A

Date 8/17/2014

This map was prepared by the City of Sherman, Texas, for the purpose of providing information to the public. It is not intended to be used for any other purpose. The City of Sherman, Texas, is not responsible for any errors or omissions in this map. The City of Sherman, Texas, is not responsible for any damages or losses resulting from the use of this map. The City of Sherman, Texas, is not responsible for any claims or liabilities resulting from the use of this map. The City of Sherman, Texas, is not responsible for any claims or liabilities resulting from the use of this map.



Office of Emergency Management

September 17, 2014

City of Sherman
P.O. Box 1106
Sherman, TX 75091

RE: FY15 Agreement for Fire Protection

Sirs:

Please find enclosed an original Agreement for Fire Protection between Grayson County, Texas, and the City of Sherman.

We look forward to continuing a strong relationship with your department.

After execution, please return the original to the address below. We will return a copy of the executed original upon final approval of the Agreement here by Commissioners Court.

If you have any questions, please do not hesitate to call.

Respectfully,

Sarah E. Somers
Director, Grayson County Office of Emergency Management
100 W. Houston, Third Floor | Sherman | Texas | 75090
Office 903-813-4217
Mobile 903-814-7866
Email somerss@co.grayson.tx.us

Enclosures



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 2.

Meeting Date: 10/20/2014

Prepared By: JJ Jones, Fire Chief

Approved By: George Olson, City Manager

Caption:

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

Issue:

To consider approval of an agreement between the City of Sherman and Grayson County regarding the provision of Emergency Medical Services for the period beginning October 1, 2014 through September 30, 2015

Background:

The Sherman Fire Department provides Emergency Medical Services within certain areas of Grayson County, per an annual contract.

Origination:

Grayson County and the City of Sherman

Financial Consideration:

The City will receive \$107,971.00 for fiscal year (FY) 2015. The County will pay the City the annual amount in equal quarterly payments of \$26,992.75, after receipt of the required quarterly data report. This amount reflects no increase or decrease over last year's contract for ambulance services within certain areas of the County.

Staff Recommendation:

It is recommended that the Council approve the Agreement for Ambulance Services for the period of October 1, 2014 through September 30, 2015.

Alternatives:

As directed by Council

Attachments

Resolution No. 5899

Agreement for Ambulance Services

Exhibit A - Map

Exhibit B - County Ambulance Data Requirements

Exhibit C - Sample Data Form

Letter from Sarah Somers, Emergency Management Coordinator

RESOLUTION NO. 5899

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; 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 be and is hereby authorized and directed, subject to any and all documentation being properly completed and approved as to form and content by the City Attorney, to enter into an Agreement for Ambulance Services with Grayson County for the period of October 1, 2014 through September 30, 2015, in the same or substantially same form as 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: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

STATE OF TEXAS §

FISCAL YEAR 2014

COUNTY OF GRAYSON §

AGREEMENT FOR AMBULANCE SERVICES

This Agreement for Ambulance Services (the "Agreement") by and between Grayson County, Texas, (the "County"), and the City of Sherman, a duly licensed Texas Emergency Medical Services and ambulance provider (the "Contractor").

Whereas, County has a tradition of Contractor and other providers being important participants in the Emergency Medical Services ("EMS") system in Grayson County;

Whereas, the County currently has a need for emergency medical services in the unincorporated areas of Grayson County;

Whereas, Contractor desires to provide emergency medical services in the unincorporated area of the County; and

Whereas, Contractor desires certain funding from the County to enable it to provide such emergency medical services;

Whereas, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement and this Agreement is conditioned upon appropriation of sufficient revenue by Grayson County Commissioners Court for payment of the consideration named herein for the County fiscal year named; and

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties agree as follows:

I. Description of Contractor Services and Services Area

During the term of this Agreement, Contractor agrees to furnish ambulance and emergency medical services in the City of Sherman ambulance district as the service area shown in the attached Exhibit A. It is understood and agreed that the Contractor *may* provide ambulance and emergency medical services 7 days a week, 24 hours a day to persons requiring service within the municipal boundaries of any city within the District, and shall for persons requiring services in the unincorporated County portions of the District service area. However, this Agreement and the consideration therefore, are solely for response in the unincorporated areas of Grayson County unless services are requested for mutual aid or for response during disaster.

The Contractor shall manage all day-to-day operations, including field operations, dispatch, billing, collections, purchasing and other operational functions. The Contractor will negotiate all mutual aid agreements, maintain all facilities and equipment, hire/fire and provide or arrange for in-service training of all field personnel, manage all billing and collection functions, provide reports to the County, cooperate with and respond to the County on matters related to patient care, and generally manage all aspects of the ambulance system operations. The services to be provided will comply with all applicable county, state, and federal laws, regulations and ordinances in effect on the date that such Emergency Medical Services are performed by Contractor.

II. Employee Certifications

All persons employed or used by the Contractor in the performance of work under this Agreement shall hold all required and appropriate professional certifications, permits and/or licenses as required by all state and federal laws and regulations and shall conduct themselves in a professional manner.

III. Contractor Responsibilities

Contractor shall:

Maintain and meet current vehicle specifications as specified by the *Federal Specification Ambulance Emergency Medical Care Vehicle* as published by the *General Service Administration, Department of Transportation Federal Specification KKK 1822*, requirements as set forth by the *Texas Department of Health*;

Equip each ambulance and vehicle utilized to provide emergency medical services pursuant to this Agreement with all items for operations as required for the licensed level of service by the *Texas Department of Health*;

Provide motor vehicles used for providing ambulance service designed to transport ill, sick, or injured persons in comfort and safety;

Vehicles shall be maintained in a clean, sanitary and first class mechanical condition at all times, in compliance with all applicable state and federal standards for ambulances;

Respond to reasonable data requests relevant to services provided under this Agreement;

Participate in at least one exercise per fiscal year as conducted by the Grayson County Office of Emergency Management;

Participate in reasonable and necessary local planning, briefing or trainings as determined by the Grayson County Emergency Management Coordinator;

Upon notice, participate in After Action Reviews of emergency incidents involving a response of the Contractor. Participation shall be defined to include participation by personnel actually involved in the incident under review;

Provide, and maintain current, contact information for the Contractor to include active email addresses and telephone contact information for use by the Grayson County EOC and Sheriff's Office Communication Center; and

Adopt the National Incident Management System ("NIMS") and take all necessary steps to implement NIMS including required NIMS training for all personnel contemplated to provide response services pursuant to this contract.

IV. Disaster Assistance

During a time of disaster, declared or otherwise, local or in a neighboring jurisdiction, Contractor shall follow the County Emergency Management Plans and commit such resources as are necessary and appropriate given the nature of the disaster and upon request of the Grayson County Judge or Emergency Management Coordinator.

V. Outside Work

Contractor shall not be prohibited from doing other work provided the services do not interfere with Contractor's primary responsibility pursuant to this Agreement to provide EMS response and transport within the Contractor's primary area of response as set out in the map attached hereto as Exhibit A.

VI. Medical Director

Contractor shall be responsible for State requirements for provider organizations regarding Medical Directors and their role in purchasing controlled drugs and other controlled supplies, as well as for issuing and signing written standing orders.

VII. Consideration

For consideration of the provision of ambulance and emergency medical services delineated in this agreement, the County agrees to pay, for the duration of this Agreement \$107,971.00, payable in quarterly installments upon receipt of the *required quarterly data report on the following dates*:

January 15, 2014	\$26,992.75
April 15, 2014	\$26,992.75
July 15, 2014	\$26,992.75
October 15, 2014	\$26,992.75
<i>Total for Fiscal Year:</i>	<i>\$107,971.00</i>

VIII. Charges for Services

Any billing and collection procedures used will be developed by the Contractor. The County does not require nor shall it be responsible for any billing or collection for services provided under this Agreement.

The service rate for all 911 and non-emergency transports shall be set by the Contractor without consideration and approval from the County. Rates for services will be provided to the County by the Contractor and any change will require notification within thirty days of the change.

IX. County Ambulance Data Requirements

Contractor shall provide to the County quarterly operating reports. Said reports shall include the data set out in Exhibit B attached to this Agreement in the format shown in the sample report attached as Exhibit C. The reports shall be provided to the County by email to eoc1@co.grayson.tx.us or by fax to 903-893-5207 pursuant to the following schedule:

First Quarter (October 1 through December 31, 2013) – Report due on or before January 15, 2014

Second Quarter (January 1 through March 31, 2014) – Report due on or before April 15, 2014

Third Quarter (April 1 through June 30, 2014) – Report due on or before July 15, 2014

Fourth Quarter (July 1, 2013 through September 30, 2014) – Report due on or before October 15, 2014

X. Insurance

Throughout the term of this agreement, and any extensions thereof, Contractor shall procure, pay for, and maintain insurance coverage for the provision of ambulance service. Copies of this insurance shall be evidenced by delivery to the County of certificates of insurance, including general and professional medical and automobile liability. Said proof of coverage shall be delivered by email at eoc1@co.grayson.tx.us or by fax to 903-893-5207 on or before October 30, 2013.

XI. Cooperation with Other EMS Providers

Contractor agrees to exchange appropriate and pertinent information with other EMS providers, including service areas, primary locations and numbers of ambulances available for immediate response.

XII. Term of Agreement and Renewal Provisions

Unless terminated earlier pursuant to the terms hereof, this Agreement shall commence at **12:01 A.M. on October 1, 2013** and terminate at **midnight, September 30, 2014**.

It is understood and agreed that this Agreement may be extended for additional one-year terms by agreement of the parties.

XIII. Amendment and Modification

Any alterations or deletions to the terms of this Agreement shall be by written amendment executed by both parties to this agreement. Any alterations, additions, or deletions to the terms of this agreement that are required by changes in Federal, State, or local law, or regulations, will be automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

XIV. Miscellaneous Provisions

The following miscellaneous provisions apply to this Agreement:

Compliance with Applicable Laws, Rules and Regulations — All services furnished by Contractor shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations;

Non-Transferable Agreement — Neither party may assign this agreement or any rights, interest, or obligations under this agreement without the prior written approval of the other party.

Permits — Contractor shall be the holder of the state Ambulance license and of all state and local vehicle permits, and shall make all necessary payments for those licenses and permits;

This Agreement shall be interpreted in accordance with the laws of the State of Texas and Grayson County is the proper venue for any action regarding this Agreement.

This Agreement represents the entire Agreement of the Parties and supersedes any verbal or written

representations of, to or by the Parties to each other.

XV. Notice and Addresses of Parties

Any notice required under this Agreement shall be delivered by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

To the County: Grayson County Judge
100 W. Houston, Suite 15
Sherman, Tx 75090

To Contractor: City of _____
Honorable Mayor
_____, TX _____

XVI. Independent Contractor

It is expressly understood and agreed that Contractor is an independent contractor in its relationship with the County. The County is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of the Contractor. None of the benefits provided by the County to their employees are available to Contractor employees, agents, or representatives. Contractor is solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-contractors under this Agreement. Nothing in this Agreement at any time or in any manner shall be construed to 1) effect an agreement of partnership or joint venture, or 2) render the County the employer or master of Contractor, its employees, agents or representatives.

XVII. Termination of Contract

Either party may terminate this agreement by giving sixty (60) days written notice to the address as provided in Article XV Notice and Addresses of parties.

If the County does not authorize funds necessary for performance of the obligations under this Agreement, this Agreement shall be null and void.

XVIII. Governmental Immunity

This Agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to, governmental immunity, that would otherwise be available to the parties against claims arising from the exercise of governmental powers and functions.

XIX. Severability

In the event any provisions of this Agreement are for any reason held invalid, illegal, or unenforceable, they shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable they shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XX. Effective Date, Term, Renewal and Notice of Effect of Nonappropriation

The effective date of this Agreement shall be October 1, 2013, and this Agreement shall expire at midnight on September 30, 2014.

The County is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than current revenues. Any Agreement that would provide for automatic renewal of this Agreement would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this Agreement. Instead, it is understood by both parties that a new contract must be executed for each fiscal year. The fiscal year of the County is from October 1 through September 30 of the next calendar year.

Accordingly, this Agreement contains no automatic renewal provisions. It is agreed that continuation of services between the County and Contractor must be by execution of a new contract for each fiscal year on or before October 1 of each year.

If, for the FY2014 fiscal year, the Grayson County Commissioners Court does not authorize funds in amounts sufficient to pay or perform its obligations under this Agreement the County shall endeavor to provide thirty (30) days notice. If funds are not authorized, this Agreement shall be null and void.

XXI. Applicable Law

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all of this Agreement's obligations are performable in Grayson County, Texas.

Signed this _____ day of _____, 2013

Signed this _____ day of _____, 2013

City of Sherman, Texas

Grayson County, Texas

By: _____

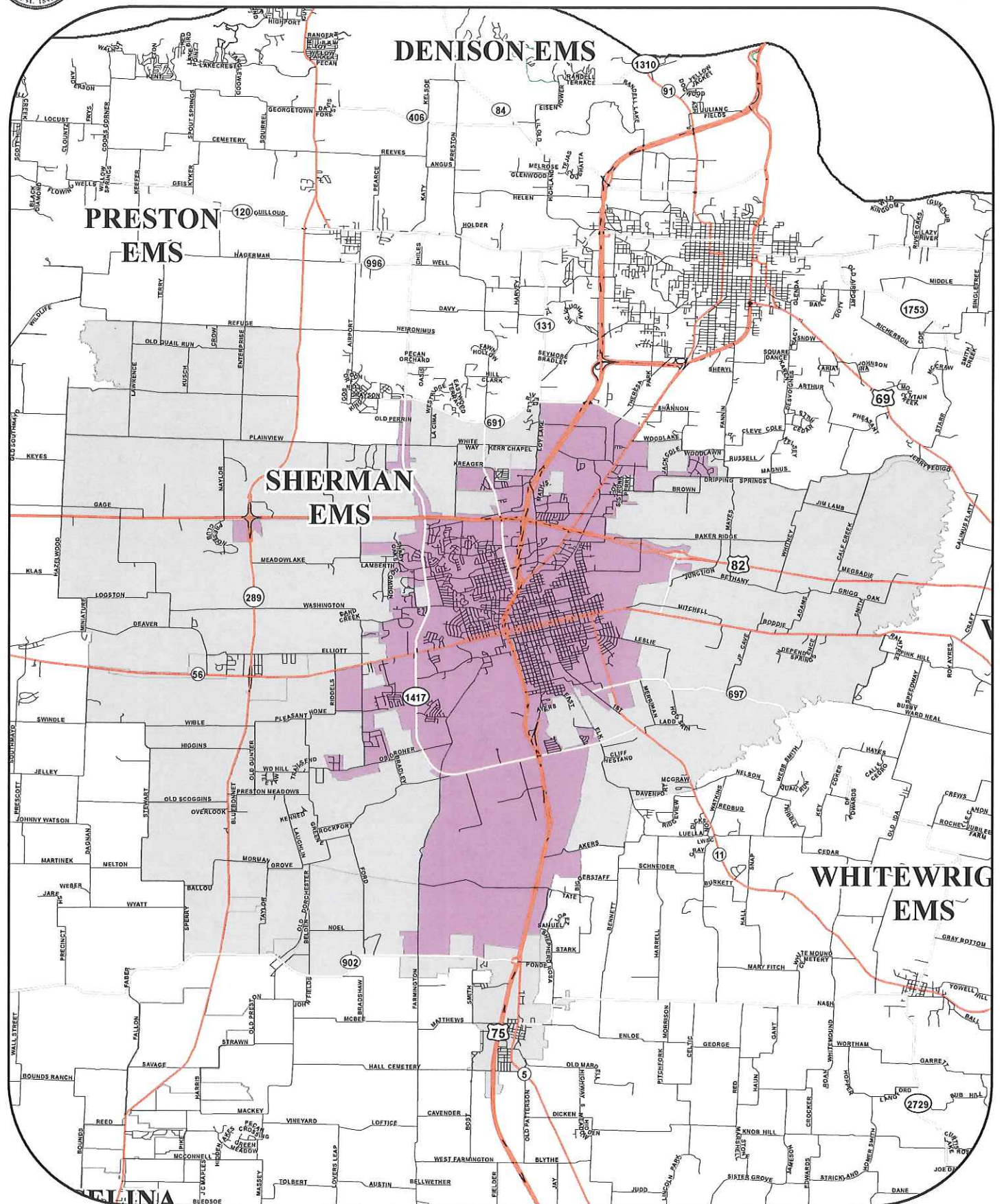
Mayor

By: _____

Grayson County Judge



SHERMAN EMS



0 0.5 1 2 Miles

Exhibit A

11/15/2011
SHERMAN EMS SERVICE AREA MAP
THIS MAP WAS CREATED BY THE SHERMAN EMS SERVICE AREA MAP COMMITTEE. THE COMMITTEE IS MADE UP OF REPRESENTATIVES FROM THE SHERMAN EMS SERVICE AREA, THE SHERMAN POLICE DEPARTMENT, AND THE SHERMAN FIRE DEPARTMENT. THE MAP IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF SERVICE. THE SHERMAN EMS SERVICE AREA MAP COMMITTEE RESERVES THE RIGHT TO MODIFY OR REVOKE THIS MAP AT ANY TIME WITHOUT NOTICE.

County Ambulance Data Requirements

- **District:** Area covered
- **911 Calls:** Number of 911 generated calls this quarter for each area to the right.
- **Transfer by FTSA:** Number of Transfers by Full Time Staffed Ambulance (FTSA) for each of the areas to the right.
- **Transfers by Non-FTSA:** Same as above only with non-FTSA personal/assets.
- **Non-Transports:** A 911 call that did not require a transport (patient refusal, false alarm, cancelled, etc).
- **Others:** Any other call not covered above. An example would be a standby at a football game or other event.
- **Total Calls:** The sum of the above less non-transports.
- **Calls turned over to Mutual Aid EMS:** Any calls handed over to another district because of no ambulance available within your district or to an air ambulance.

Response Time

- **E911 calls:** Average time in minutes from the time call is received until the ambulance arrives on the scene. For in house dispatch, it is the time from the call is received to arrival on scene. For dispatched from the county or off site dispatch: it is the time from the time you receive the call until arriving on scene.
- **Total Average Time/911 Call.** The sum of the total time the ambulance(s) is dedicated to a call (from call received to back in service) divided by the number of calls.
- **Weighted average:** The sum of all response time minutes for all calls divided by the total number of calls.

SAMPLE Monthly Grayson County Ambulance Data Requirements

District: _____ Report for _____ (Month) 2013

Date of report: _____ Number of FTSA: _____

Number of Calls

Run Type	City of Whitesboro	Whitesboro Rural	City of Collinsville	City of Sadler	City of Southmayd	City of Tioga	City of Bells	Denison District	Preston District	Van Alstyne District	Sherman District	Whitewright District	Other Grayson	Out of Grayson	Totals
911 Calls															0
Transfers by FTSA															0
Transfers by Non-FTSA															0
Non-Transports															0
Others															0
Total Calls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Calls turned over to mutual aid EMS									0	0	0	0	0	0	0
Calls turned over to air ambulance															0

Response time (minutes)

	City of Whitesboro	Whitesboro Rural	City of Collinsville	City of Sadler	City of Southmayd	City of Tioga	City of Bells	Weighted Average
E911 calls*								
*Transports & non-transports								

This month last FY Average Ambulance Response time:

EXHIBIT C

Total average time/ E911 call



Office of Emergency Management

Drue Bynum
County Judge

Sarah Somers
Emergency Management Coordinator

September 19, 2013

City of Sherman
P.O. Box 1106
Sherman, TX 75091

RE: FY14 Agreement for Emergency Medical Services

Mayor:

Please find enclosed an original Agreement for Emergency Medical Services between Grayson County, Texas, and City of Sherman.

We look forward to continuing a strong relationship with your department.

After execution, please return the original to the address below. We will return a copy of the executed original upon final approval of the Agreement here by Commissioners Court.

If you have any questions, please do not hesitate to call.

Respectfully,

Sarah E. Somers

Enclosures



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 3.

Meeting Date: 10/20/2014

Prepared By: JJ Jones, Fire Chief

Approved By: George Olson, City Manager

Caption:

*** 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

Issue:

Grayson County has proposed a new Interlocal Agreement (ILA), passing the cost of the reverse 911 notification system to each City. The County has paid for the costs of this service since fiscal year (FY) 2010 using State Homeland Security Grant funds. Although the County continues to receive these funds, they have advised the City of Sherman that the costs will now be passed to the Cities. The County will retain administrative rights for the emergency notification system.

The cost of this service, paid for by Grayson County since FY 2010, would result in an unplanned expense of \$15,376.40.

Background:

In FY 2008, the City of Sherman contracted with Emergency Communications Network to provide a reverse 911 system known as CodeRED®. This system allows City staff to alert the public of local emergency conditions. The system provides automatic severe weather notification and allows citizens to register work and cell phone numbers for notification. The City's cost for this service was \$15,000.00.

In FY 2010, as part of an ILA with Grayson County, the City of Sherman agreed to pay \$20,000.00 for Emergency Management and related services. In return, the County agreed to manage and pay the City's cost for CodeRED® services.

Each year since FY 2010, Grayson County has applied for and received State Homeland Security grant funds to pay for the CodeRED® service. In 2013, the County again applied for grant funding, listing CodeRED® as their primary grant project. Although grant funds were awarded, the County advised the City of Sherman in August 2014 that the CodeRED® costs would be passed down to the City.

Staff has received a quotation directly from Emergency Communications Network to include text, EMAIL and social media messaging. The cost for the service, if paid for by the City of Sherman, would be \$15,000.00 per year. As part of the quote, we are guaranteed the annual price of \$15,000.00 for the entire length of the CodeRED® contract.

Origination:

Grayson County and the City of Sherman

Financial Consideration:

This amendment to the ILA would result in a payment of \$15,376.40 to Grayson County for the CodeRED® Emergency Notification System and \$20,000.00 for the ILA with Grayson County for Emergency Management and Related Homeland Security Services for FY 2015. The City of Sherman was not notified of this change until August 2014; and the funds for the emergency notification system were not allocated in the budget for FY 2015. Grayson County has included a proposed cost of \$17,943.15 for FY 2016 for the City of Sherman to use the emergency notification system upgrade.

Staff Recommendation:

Staff recommends approving the ILA as presented. Staff will explore additional vendor options for similar services; and potential alternatives will be presented as part of the budget process.

Attachments

Resolution No. 5900

Amendment to Multi-Jurisdictional Emergency Notification System Agreement

Exhibit A

RESOLUTION NO. 5900

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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Grayson County has elected to pursue an Interlocal cooperative solution to warning and coordinated emergency notification for all residents, whether their residence be in an incorporated or unincorporated area of the County; and

WHEREAS, the City of Sherman has been offered the opportunity to enter into an Amended Interlocal Agreement with Grayson County for a Multi-Jurisdictional CodeRed® Emergency Notification System; and

WHEREAS, the City of Sherman's CodeRed® Emergency Notification System would continue to provide notification of local importance, including missing persons, hazardous material releases, dangerous conditions or other local emergencies, and would be expanded to provide an automatic weather warning notification by the National Weather Service based on a projected storm path for any citizen requesting that service; and

WHEREAS, the Sherman City Council believes that the citizens of Sherman will benefit from the expanded CodeRed® Emergency Notification System services to be gained through this Multi-Jurisdictional Interlocal Agreement;

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

SECTION 1. That the Mayor 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 Interlocal Agreement between the City of Sherman and Grayson County for a Multi-Jurisdictional CodeRED® Emergency Notification System, said Amendment attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

COUNTY OF GRAYSON §

This Amendment is made with an effective date of October 1, 2014, by and between Grayson County and the Cities of Bells, Collinsville, Denison, Dorchester, Gunter, Howe, Knollwood, Pottsboro, Sadler, Sherman, Southmayd, Tioga, Tom Bean, Van Alstyne, Whitesboro and Whitewright [hereinafter referred to as "Cities"] pursuant to Texas Government Code Chapter 791 which authorizes local governments to contract or agree to perform governmental functions and services.

WHEREAS, Grayson County and the Cities previously entered into an agreement effective October 1, 2009, to purchase a license for use and provide for the operation of an Emergency Communications Network system that is known as CodeRED (the “CodeRED System”), which is designed to provide high speed emergency and non-emergency communication services to governmental agencies; and

WHEREAS, in exchange, all parties having the benefit and use of the CodeRED System, have previously agreed that:

1. Grayson County would be responsible for securing and maintaining the license to use the CodeRED System on an annual basis.
2. Grayson County would be responsible for payment of the entire fee charged for the CodeRED System for the first year of its use in FY10;
3. After the first year, Grayson County and its Cities would share responsibility for the cost of the system based on the population of each participating jurisdiction. The annual cost share

from each party would be due and payable to Grayson County at the address shown below on or before October 15 of each year that the agreement remains in effect.

4. The original Interlocal provided for use of the system by the jurisdictions for emergency notifications only.

NOW THEREFORE, Grayson County and the sixteen Cities have determined that an upgrade of the system and their interlocal project to provide for non-emergency notifications would:

- a) be in the best interest of the people and businesses each serve; and
- b) improve operational efficiencies of each jurisdiction, as well as provide for increased capacity for continuity of government operations during and after disaster.

Grayson County agrees to be responsible for payment of the upgrade fee charged for the CodeRED system for Fiscal Year 2015 (FY15) in the amount of \$8000.00 to allow for use of the system for non-emergency notifications by all of the jurisdictions.

Grayson County, through its Office of Emergency Management, will arrange in FY15 for:

- a) Promulgation of a policy and procedure for use of the CodeRED system for non-emergency notifications on or before December 1, 2014 and distribute it to each of the cities;
- b) Arrange for a minimum of two training events for the Cities on the use of the system for non-emergency notifications no later than January 30, 2015; and
- c) Subsequent to completion of training by the Cities, provide user access credentials to each of the jurisdictions for non-emergency notifications.

The previous policy and procedure related to use of the CodeRED system for emergency notifications shall remain unchanged.

The Cities shall continue to be responsible to share in future year costs on the basis indicated in the original interlocal agreement, that is, by cost share based on their populations. The costs for each jurisdiction for FY16 and after shall be pursuant to the cost share schedule set out in Exhibit A to this Amendment.

IN WITNESS WHEREOF, the City and County have respectively caused this Amendment to the original Interlocal Agreement for the Grayson County Multi-Jurisdictional Emergency Notification System to be duly executed in duplicate originals of equal force the dates as shown below.

COUNTY OF GRAYSON

BY: _____
Drue Bynum, Grayson County Judge

Dated:
Address for Notice:
Office of the Grayson County Judge
100 W. Houston
Sherman, Texas 75090

ATTEST:

Wilma Bush, County Clerk

CITY OF _____

BY: _____

MAYOR

Dated: _____

Address for Notice:

ATTEST:

EXHIBIT A

COST SHARE OF CODERED EMERGENCY AND NON-EMERGENCY NOTIFICATIONS

CODERED COST SHARE CALCULATIONS BY 2012 POPULATION					CONTRACT UPGRADE COST TO ALLOW UNLIMITED USE	
Area	Pop	Prorata Cost Share	Emergency Use			TOTAL
Bells	1397	\$	549.07	\$	91.66	\$ 640.73
Collinsville	1630	\$	640.65	\$	106.94	\$ 747.59
Denison	22665	\$	8,908.19	\$	1,487.02	\$ 10,395.21
Dorchester	90	\$	35.37	\$	5.90	\$ 41.28
Gunter	1514	\$	595.06	\$	99.33	\$ 694.39
Howe	2603	\$	1,023.08	\$	170.78	\$ 1,193.86
Knollwood	433	\$	170.19	\$	28.41	\$ 198.59
Pottsboro	2184	\$	858.39	\$	143.29	\$ 1,001.68
Sadler	350	\$	137.56	\$	22.96	\$ 160.53
Sherman	39122	\$	15,376.40	\$	2,566.74	\$ 17,943.15
Southmayd	994	\$	390.68	\$	65.22	\$ 455.89
Tioga	811	\$	318.75	\$	53.21	\$ 371.96
Tom Bean	1038	\$	407.97	\$	68.10	\$ 476.07
Van Alstyne	3079	\$	1,210.16	\$	202.01	\$ 1,412.17
Whitesboro	3818	\$	1,500.62	\$	250.49	\$ 1,751.11
Whitewright	1599	\$	628.47	\$	104.91	\$ 733.37
SUBTOTAL CITIES	83327	\$	32,750.62	\$	5,466.98	\$ 38,217.60
Unincorporated areas***	38608	\$	15,174.38	\$	2,533.02	\$ 17,707.40
TOTAL INTERLOCAL PROJECT	121935	\$	47,925.00	\$	8,000.00	\$ 55,925.00

Exhibit A - page 1 of 1

to the Amended Interlocal Agreement for the Grayson County Multi-Jurisdictional Emergency Notification System To Provide for Non-Emergency Notificati



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 4.

Meeting Date: 10/20/2014

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

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5901**

Authorizing Execution of an Escrow Agreement with Stephen H. Klas for Construction of Washington Bend Phase I

Issue:

To consider approval of a resolution to execute an Escrow Agreement with Stephen H. Klas for construction of Washington Bend Phase I

Background:

City ordinances require that a payment and performance bond be purchased by a developer and given to the City in order to give the City the means to complete the project and/or make payment to contractors should the developer lack the funds necessary to complete the project. Mr. Stephen H. Klas, developer of the Washington Bend Phase I Subdivision, has requested to place the full amount of the construction cost in an escrow account in lieu of posting the bond. This method of insurance has been successfully completed on previous projects.

Origination:

Mr. Stephen H. Klas, Developer

Financial Consideration:

None

Staff Recommendation:

It is recommended that staff be authorized to execute the Escrow Agreement with Stephen H. Klas for construction of Washington Bend Phase I.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5901

Escrow Agreement

RESOLUTION NO. 5901

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; 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 Escrow Agreement with Stephen H. Klas for the construction of Washington Bend Phase I, in accordance with all 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: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

CITY ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of this ____ day of _____, 2014, by and between, **STEPHEN H. KLAS** (“Developer”) and the **CITY OF SHERMAN**, a Texas Political Subdivision, 220 W. Mulberry, Sherman, TX 75090 (“City”), (Developer and City being collectively referred to herein as the “Undersigned”) and **TEXOMA NATIONAL BANK** (“Escrow Agent”).

WHEREAS, Developer owns the real property located in Grayson County, Texas and more particularly described as **WASHINGTON BEND PHASE I** to the City of Sherman, Grayson County, Texas, as shown by plat of record in Volume 22, Page 153, Plat Records, Grayson County, Texas (the “Subdivision”); and

WHEREAS, Developer has agreed with City to construct streets, water and sewer lines and to otherwise develop the Subdivision (the “Project Work”), as described in the plans prepared by **GEORGE KALMON** (the “Engineer”) and specifications approved by the City (the “Project Plans”) incorporated herein by reference and made a part hereof; and

WHEREAS, for the purpose of construction of the Project Work, Developer has or will enter into contracts, copies by which have or will be delivered to the City (the “Construction Contracts”) with contractors chosen by Developer (the “Contractors”), for the construction of the Project Work in accordance with the Project Plans. Contractors will construct the Project Work for not more than the sum of \$57,500.00 which shall include any payments to City (the “Contract Price”); and

WHEREAS, at the request of Developer, City has consented to allow Developer to escrow a sum equal to 100% of the Contract Price to insure construction of the Project Work in accordance with the Ordinances and Regulations of the City; and

WHEREAS, the Undersigned in order to designate the Escrow Agent as the escrow agent of the Undersigned for the purposes and upon the terms and conditions herein set forth, do hereby represent and warrant to and agree with each other and the Escrow Agent, as follows:

1. Appointment of the Escrow Agent. The Escrow Agent is hereby appointed escrow agent for the Undersigned with respect to the “Funds” as that term is herein defined.
2. The Funds. Concurrently with the execution and delivery of this Agreement, the Undersigned have deposited with the Escrow Agent, as custodian and escrow agent the sum of \$57,500, being herein referred to as the “Funds”, and direct that the same be held and disposed of by the Escrow Agent as herein provided. The funds may be held in an interest bearing account bearing the Tax ID Number of Developer.

3. The Escrow Agent's Duties and Authority to Act. Except as may be otherwise provided in this Agreement, the Escrow Agent shall hold the funds in its safe keeping and deliver the same, or any part or partial thereof only as follows:
 - a. Each draw against the Funds for budgeted construction expenses must be submitted to Escrow Agent by Developer for payment pursuant to a written Draw Request Certification, approved in writing by City, such approval not to be unreasonably withheld. A copy of the form of the Draw Request Certification is attached hereto as Exhibit "A". Upon Escrow Agent's receipt of an executed approved Draw Request Certification, Escrow Agent shall disburse the amount of the funds set forth in the Draw Request Certification to Developer.
 - b. Escrow Agent shall disburse from the Funds, within five (5) business days of receipt of the Draw Request Certification. If it fails to make such disbursement, it shall promptly give the undersigned written notice of the reason for refusal to fund, and Developer may resubmit the request after curing the reason Escrow Agent refused to fund the draw request. Approval to fund shall not be unreasonably withheld.
 - c. The Escrow Agent may act upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other document which it in good faith believes to be genuine.
 - d. The Escrow Agent shall be deemed to have properly delivered the Funds by (i) depositing the Funds in an account in the name of Developer held by Escrow Agent, (ii) delivery in person at the Escrow Agent's offices; or (iii) delivery in any other manner pursuant to written instructions as herein provided.
4. Other Agents. The Escrow Agent is not a party to, nor is it bound by nor need it give consideration to the terms or provisions of, any other Agreement or undertaking among the Undersigned or any of them, or between the Undersigned or any of them and other persons, or any agreement or undertaking which may be evidenced by or disclosed to the Escrow Agent, it being the intention of the parties hereto that the Escrow Agent assents to and shall be obligated to give consideration to only the terms and provisions hereto. Unless otherwise provided herein, the Escrow Agent shall have no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of any of the Undersigned with respect to arrangements or contract with each other or with others, the Escrow Agent's sole duty hereunder being to safeguard the Funds and to dispose of and deliver the same in accordance with instructions given to it as provided in Paragraph 3.
5. Standards of Care.
 - a. The Escrow Agent shall be liable only for its own willful misconduct or its gross negligence, as determined in light of all the circumstances, including the time and facilities available to it in ordinary conduct of its business. The Escrow Agent may request from any of the

Undersigned or any other person such reasonable additional evidence as the Escrow Agent in its sole discretion may deem necessary to determine any fact, and may at any time inquire of and consult with others, including without limitation any of the Undersigned, and the Escrow Agent shall not be liable for any damages resulting from its delay in acting hereunder pending its receipt and examination of additional evidence required by it.

- b. Whenever the Escrow Agent is authorized to take action, the time prescribed for such action shall in all cases be a reasonable time after written notice to the Escrow Agent, provided, however, that this provision shall not be deemed to limit or reduce the time allowed the Escrow Agent for action as provided in Paragraph 5(a).

6. Limitations on Liability.

- a. The Escrow Agent shall not be responsible or liable to any person in any manner whatever for the sufficiency, correctness, genuineness, effectiveness, or validity of any information delivered to Escrow Agent or for the identity or authority of any person providing the same. If any of the Undersigned are acting as agent for others, all of the Undersigned represent and warrant that each such agent is authorized to make and enter into this Agreement. This Agreement is a personal one between the Undersigned and the Escrow Agent. The Escrow Agent is authorized by each of the Undersigned to rely upon all representations, both actual and implied, of the Undersigned and all other persons relating to this Agreement and/or the Funds, including without limitation, representations as to marital status, authority to execute and deliver this Agreement, notifications, receipts or instructions hereunder, and relationships among person, including persons authorized to receive delivery hereunder, and the Escrow Agent shall not be liable to any person in any manner by reason of such reliance. The duty of the Escrow Agent hereunder shall be only to the Undersigned, their respective heirs, executors, administrators, successors, and assigns, and to no other person or persons, whomsoever.
- b. Anything in this Agreement to the contrary notwithstanding, the Escrow Agent shall not be liable to any person for anything which it may do or refrain from doing in connection with this Agreement, unless it is guilty of gross negligence or willful misconduct.

7. Time of Performance. Whenever under the terms hereof the time of performance of any provision shall fall on a date which is not a regular business date of the Escrow Agent, the performance thereof on the next succeeding regular business day of the Escrow Agent shall be deemed to be in full compliance. Whenever time is referred to in this Agreement it shall be the time recognized by the Escrow Agent in the ordinary conduct of its normal business transactions.

8. Death, Disability, etc. of the Undersigned. The death, disability, bankruptcy, insolvency or absence of any of the Undersigned shall not affect or prevent performance by the Escrow Agent of its obligations and instructions received hereunder.
9. Remedies of the Escrow Agent.
 - a. In the event of any disagreement or controversy hereunder, or if conflicting demands or notices are made upon the Escrow Agent, or in the even the Escrow Agent in good faith is in doubt as to what action it should take hereunder, the Undersigned expressly agree and consent that the Escrow Agent shall have the absolute right at is option to do either or both of the following things: (i) stop all further proceedings in, and performance of, this Agreement and of all instructions received hereunder, and (ii) file a suit in interpleader and obtain an order from a court of competent jurisdiction requiring all persons involved to interplead and litigate in such court their several claims and rights among themselves and with the Escrow Agent.
 - b. While any suit or legal proceeding arising out of or relating to this Agreement is pending, whether the same be initiated by the Escrow Agent or by others, the Escrow Agent shall have the right at its option to stop all further proceedings in, and performance of, this Agreement and instructions received hereunder until all differences shall have been resolved by Agreement or until the rights of all parties shall have been fully and finally adjudicated by the court. For purposes of any suit or legal proceeding arising out or relating to this Agreement to which the Escrow Agent may be a party, the Undersigned hereby consent and submit to the jurisdiction of the appropriate court, whether Federal or State, sitting in Grayson County, Texas. The rights of the Escrow Agent under this paragraph are in addition to all other rights which it may have by law or otherwise.
 - c. The Escrow Agent may from time to time consult with legal counsel of its own choosing in the even of any disagreement, controversy, question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel.
10. Expense. The Escrow Agent is authorized and directed by the Undersigned to withhold from any funds deposited hereunder, after prior written notice to the Undersigned setting forth and itemizing such amounts, prior to distribution of said funds and prior to termination of this Agreement, its charges for services hereunder and additional amounts sufficient to reasonably compensate it for additional services imposed upon it as a result of additional responsibilities in connection with or arising on account of this Agreement or as a result of litigation or threatened litigation referred to in Paragraph 9, and to reimburse it for attorney's fees, disbursements, expenses, costs and damages, if any, suffered or incurred hereunder.

11. Effective Date. The effective date of this Agreement shall be the date on which it is accepted by the Escrow Agent.
12. Termination. This Agreement shall terminate without further action of any party when all of the terms hereof shall have been fully performed. If this Agreement has not terminated on or before Six (6) months from the date hereof, upon the mutual consent of the parties, the Escrow Agent shall, subject to its rights to pursue its remedies pursuant to Paragraph 9 after payment for its services hereunder and/or reimbursement of its fees, disbursements, expenses, costs, and damages pursuant to Paragraph 10, deliver the Funds to the Developer, close its records and withdraw from and terminate this Agreement without notice, whereupon all of the Escrow Agent's liabilities and obligations in connection with the entire matter shall terminate.
13. Counterparts. This Agreement is executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute and be one and the same instrument.
14. Assignment of Interest. None of the Undersigned shall assign or attempt to assign or transfer his or its interest hereunder or any part hereof. Any such assignment or attempted assignment by any one or more of the Undersigned shall be in direct conflict and the Escrow Agent shall not be bound thereby.
15. Amendments. This Agreement cannot be amended or modified except by another agreement in writing signed by all the parties hereto or by their respective successors in interest.
16. Headings. The paragraph headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.
17. Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Texas.
18. Notices. All notices entitled or required to be given under this Agreement shall be in writing and shall be sent by (a) United States certified mail, return receipt requested, postage paid or (b) commercial courier service guaranteeing next business day delivery and requiring receipt of delivery (such as Federal Express) to the following addresses:

CITY OF SHERMAN:

Contact Person: _____

Address: _____

Phone: _____

Fax: _____

DEVELOPER:

Contact Person: _____

Address: _____

Phone: _____

Fax: _____

ESCROW AGENT:

Contact Person: _____

Address: _____

Phone: _____

Fax: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals effective the day and date set forth above.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
GEORGE OLSON,
CITY MANAGER

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

ACKNOWLEDGEMENT OF ESCROW AGENT

The Escrow Agent hereby acknowledges receipt of the Funds described herein and hereby accepts the same as escrow agent hereunder, subject to the terms and conditions above set forth, this _____ day of _____, 2014.

TEXOMA NATIONAL BANK

BY: _____

NAME: _____

TITLE: _____

EXHIBIT "A"

DRAW REQUEST CERTIFICATION

Capitalized terms herein shall have the meanings assigned to such terms in the Escrow Agreement ("Escrow Agreement"), dated as of _____, 2014, by and among **TEXAS NATIONAL BANK**, a National Bank ("Escrow Agent") and the **CITY OF SHERMAN**, a Texas Political Subdivision (the "City").

The undersigned, on behalf of the Developer, hereby requests disbursement of the Funds as hereinafter set forth pursuant to the Escrow Agreement, and represents, warrants, covenants and agrees as follows:

1. He/She is duly authorized to make this Certification and is fully cognizant of all facts and matters herein stated.
2. All funds heretofore disbursed by Escrow Agent to Developer have been applied to the payment of obligations due by Developer for materials, labor and other costs incurred in connection with the Project Work, and for no other purpose. No liens have been filed against the Subdivision and no notice of delinquent payment or intent to file a lien has been received. Lien waivers and releases have been received from all parties to which payment is to be made.
3. All work on the Project Work to date has been performed in accordance with the Plans as accepted by the City and there have been no changes in the Plans except as approved by the City.
4. The sum of \$57,500.00 represents items due by Developer for expenses incurred in connection with the construction of the Project Work undertaken for the period ending January 1, 2015, as itemized in a documented form acceptable to the City of Sherman (such itemization, being herein called the "Itemized Draw Request").
5. All sums disbursed by Escrow Agent for the Itemized Draw Request will be used solely for the purpose of paying expenses incurred by Developer with respect to the Project Work as shown on the Itemized Draw Request, and for not other purposes.
6. Upon disbursement by Developer of the funds disbursed by Escrow Agent for the Itemized Draw Request, all obligations for labor, materials and other costs heretofore incurred by Developer in connection with the Project Work and which are due and payable will be fully paid and satisfied.

7. The representations and warranties set forth in the Escrow Agreement are reaffirmed hereby and are true and correct in all respects on and as the date of such disbursement.
8. Developer understands that this Certification is made for the purpose of inducing Escrow Agent to make an advance to Developer and that, in making any such advance; Escrow Agent will rely upon the accuracy of the matters stated in this Certification.

DATED: _____

TEXAS NATIONAL BANK

BY: _____

NAME: _____

TITLE: _____

APPROVED:

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
GEORGE OLSON,
CITY MANAGER

**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. E. 5.

Meeting Date: 10/20/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5902**

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Gallagher Elevated Tank Painting and Rehabilitation Project

Issue:

To consider a contract for professional engineering services with Freeman-Millican, Inc. for the Gallagher Elevated Tank Painting and Rehabilitation project

Background:

The current Capital Improvement Program contains a project to rehabilitate and paint the Gallagher Elevated Water Tank. Internal structural repairs are required in addition to painting the inside and outside of the tank.

Origination:

Utilities Administration Department #710

Financial Consideration:

The fee for the design of the project will be a lump sum of \$118,840.00. This project is funded through the City Utility Improvement portion of the Capital Improvement Program.

Staff Recommendation:

It is recommended that the contract for professional engineering services with Freeman-Millican, Inc. be executed for the Gallagher Elevated Tank Painting and Rehabilitation.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5902

Engineering Services Agreement

RESOLUTION NO. 5902

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; 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 Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Gallagher elevated tank painting and rehabilitation project 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

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the CITY OF SHERMAN, a Home-Rule Municipality, organized and existing under the laws of the state of Texas, hereinafter referred to as "City", and, Freeman-Millican, Inc. hereinafter referred to as "Engineer", to be effective upon the date indicated below.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **Sherman Gallagher Elevated Tank Repair and Repaint Project** in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. **Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.
2. **Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "1", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.
3. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.
4. **Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibit "1".
5. **Access To The Site.** City agrees to provide access to the Project area necessary or Engineer to complete his work.
6. **Insurance.** Engineer agrees to procure the following insurance:
 - a. Workers' Compensation as required by law.
 - b. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.

c. Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.

d. Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

e. The Engineer shall include the City as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the City before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the City and only after the City has been provided with written notice of such Change in Coverage, such notice to be sent to the City either by hand delivery to the City Manager or by certified mail, return receipt requested, and received by the City no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this Contract, Engineer shall furnish City with Certificates of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect.

7. Indemnity and Duty to Defend.

a. Engineer shall release, defend, indemnify and hold city and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom engineer is legally responsible. This agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to Governmental immunity that would otherwise be available to the city against claims arising from the exercise of governmental powers and functions.

b. Engineer is expressly required to defend the City against all Claims for which the City becomes liable. In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such a right is expressly waived by City in writing by the City Manager, approved by the City Attorney, and properly authorized by the City's Council. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to defend the City or as a waiver of Engineer's obligation to indemnify the City pursuant to this Contract. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Engineer fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City in defense of Claims for which Engineer is liable under this Paragraph.

c. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the City under Texas law, and any defenses of the parties

under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. **Independent Contractor.** Engineer is an independent contractor and not an officer, agent, servant or employee of City. Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

9. **Assignment and Subletting.** The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

10. **Contract Termination.** The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination. In the event this Agreement is terminated, the City shall have the option of entering into an Agreement with another party for the completion of the work.

11. **Ownership of Documents.** Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefore for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Paragraph 10, Engineer will revise drawings, if necessary, and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. Engineer also acknowledges that such information shall become subject to the Public Information Laws of this State and that Engineer agrees to waive any copyright claims to the information once the information is submitted to the City.

12. **Complete Contract.** This Agreement, including Exhibit "1", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. To the extent that any of the provisions in Exhibit "1" conflicts with this Agreement, the provisions in the Agreement control over the provisions in the exhibit(s). This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

13. **Mailing of Notices.** Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Director of Utilities
City of Sherman
P.O. Box 1106
Sherman, TX. 75090

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Richard Dormier
Freeman-Millican, Inc.
12160 N. Abrams Rd., Suite 508
Dallas, Texas 75243

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

14. **Miscellaneous.**

a. **Paragraph Headings.** The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

b. **Contract Interpretation.** Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

c. **Venue/Governing Law.** The parties agree that the laws of the State of Texas shall govern this Agreement. Exclusive venue shall lie in Grayson County, Texas.

d. **Successors and Assigns.** City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

e. **Severability.** In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

f. **Effective Date.** This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

BY _____
George Olson
City Manager

ENGINEER:
Freeman-Millican, Inc.

BY Richard Dormier
Richard Dormier, P.E.
Vice President

DATE _____

DATE October 13, 2014

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

City of Sherman, Texas
Gallagher Elevated Tank Repair and Repaint
Scope of Professional Services

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

OWNER intends to construct, through Prime Contractor(s) the Sherman Industrial Sanitary Sewer, hereinafter called the "Project".

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services and customary architectural services incidental thereto.

1.2 PRELIMINARY DESIGN PHASE

After authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.2.1 In consultation with OWNER, determine the extent of the Project.
- 1.2.2 Advise OWNER as to the necessity of OWNER'S providing, or obtaining from others, data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.
- 1.2.3 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.
- 1.2.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
- 1.2.5 Furnish 3 copies of the above preliminary design documents and present and review them in person with OWNER.

1.3 FINAL DESIGN PHASE

After authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of comments from the review of the preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract

Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

- 1.3.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.3.4 Prepare for review and approval by OWNER, his legal counsel, and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.5 Submit plans, specifications, and contract documents to applicable regulatory agencies for approval.
- 1.3.6 Furnish 3 copies of the above documents and present and review them in person with OWNER. Make any needed final revisions.

1.4 BIDDING PHASE

After authorization to proceed with the Bidding Phase, ENGINEER shall:

- 1.4.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment, and services.
- 1.4.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.4.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.

1.5 CONSTRUCTION PHASE

During the Construction Phase ENGINEER shall:

- 1.5.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
- 1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be

required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work and shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- 1.5.3 Review Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and general compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 1.5.4 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER'S representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.
- 1.5.5 Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts: such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any

lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

- 1.5.6 Conduct in company with OWNER, an inspection to determine if the Project is substantially complete and a final inspection for compliance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.5.5.
- 1.5.7 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.5.1 through 1.5.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.
- 1.5.8 Revise contract drawings (unless redrawing is required), with the assistance of the OWNER and Contractor(s), and furnish two set in Adobe Acrobat Portable Document Format (pdf).

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
- 2.1.4 Providing renderings or models for OWNER'S use.
- 2.1.5 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental

thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

- 2.1.6 Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.7 Provide staking to enable Contractor(s) to proceed with their work and providing other special field surveys.
- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site and OWNER'S office as required by SECTION 1 and authorized by OWNER.
- 2.1.9 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.10 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.11 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.12 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.13 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.14 Preparation of property descriptions.
- 2.1.15 Additional copies of reports (over agreed number) and additional sets of Contract Documents (over agreed number).
- 2.1.16 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.
- 2.1.17 Any other special or miscellaneous assignments specifically authorized by OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish

copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in SECTION 2; all of which ENGINEER may rely upon in performing his services.
- 3.4 Provide field control surveys and establish reference points and base lines to enable Contractor(s) to proceed with the layout of the work.
- 3.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.9 Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- 3.10 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).

- 3.11 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.12 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.
- 4.2 After acceptance by OWNER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.1.2.5).
- 4.3 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 4.4 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his various rates of compensation shall be adjusted appropriately.
- 4.5 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 90 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.
- 4.6 If ENGINEER'S services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER'S control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER'S control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

- 4.7 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER'S services during the Final Design, Bidding and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under SECTION 1 and as further identified in Exhibit "A" a lump sum in the amount of \$118,840.00.

5.1.2 For Additional Services

OWNER shall pay ENGINEER for Additional Services rendered under SECTION 2 as follows:

5.1.2.1 General

For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.5 and services as a consultant or witness under paragraph 2.1.12), payment will be at the hourly rates in Exhibit "B".

5.1.2.2 Special Consultants

For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5 or 2.1.17, the amount billed to ENGINEER therefor times a factor of 1.10

5.1.2.3 Serving as a Witness

For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.12, at the rate of \$ 2,500 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

- 5.1.3 As used in this paragraph 5.1 the term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4.

5.2 TIMES OF PAYMENTS

- 5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable Expenses incurred. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.
- 5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

Phase	Percent of Basic Services
Preliminary design, site reviews, measure and identify repairs	22%
Final Design	57%
Bidding or Negotiating	7.5%
Construction	13.5%
TOTAL	100%

5.3 OTHER PROVISIONS CONCERNING PAYMENTS

5.3.1 Changes in Project Scope

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes render the work unusable that has been performed to the date of the change in project scope, ENGINEER will be paid for services rendered during that phase to the date of notice of the change in project scope at the hourly rates in Exhibit "B" for services rendered by principals and employees assigned to the Project during that phase to date of notice of the change in project scope. In the event of any such change in scope, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes require the Engineer to modify, redesign or otherwise change engineering work that has been completed or partially completed at the date of the change in scope, ENGINEER will be paid for services required to modify, redesign or otherwise change completed engineering work to meet the requirements of the revised scope of services at the hourly rates in Exhibit "B" for principals and employees assigned to the Project. In the event of any such change in scope, ENGINEER will be paid for all Additional Services and Reimbursable Expenses required to make the above stated changes. Before making changes to the engineering work under this provision, the ENGINEER shall submit an estimate of the

cost of making the changes under this paragraph. The ENGINEER shall not begin making changes to the engineering work until authorized by the OWNER.

5.3.2 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER'S bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.3 In the event of termination by OWNER, upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase at the hourly rates in Exhibit "B" for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.4 DEFINITIONS

5.4.1 Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - OPINIONS OF COST

6.1 OPINIONS OF COST

6.1.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding Phase OWNER wishes greater assurance as to Project or Construction Cost

he shall employ an independent cost estimator as provided in paragraph 3.8. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

- 6.1.1.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.
- 6.1.1.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.
- 6.1.1.3 ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.
- 6.1.1.4 If the Bidding Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.
- 6.1.1.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER'S responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following Exhibits are attached to and made a part of this Exhibit 1:

Exhibit "A" Scope of Work and Exhibit "B" – Freeman-Millican, Inc. - Hourly Rate

Exhibit "A"

Sherman Gallagher Elevated Tank Repair & Repaint Project

Scope of Work

Preliminary Engineering

Inspect tank; measure & collect data and take pictures.
Evaluate condition of tank & appurtenances.
Identify repairs and replacement appurtenances.
Review repairs, replacements and additions with city staff.
On site review; measure & collect data and take pictures.
Complete preliminary design & review with city staff.
Provide paint chip samples to laboratory for lead check.

Design

Design guardrail/antenna support.
Design replacement compression rings.
Design replacement wet riser, wet rise base, mix piping & vault piping.
Design misc. repairs, appurtenances & additions.
Develop plans and specifications for bidding.
Review plans & specifications with Sherman staff and revise.
Estimate construction cost.
Print plans, specification & bid documents for bidding.

Bidding

Provide bid documents to plan rooms and bidders.
Conduct pre-bid conference & review welder qualifications.
Develop bid tabulation and award recommendation.
Develop construction contracts.

Construction

Revise & Issue construction documents.
Conduct preconstruction meeting at Sherman Engineering Department.
Review construction submittals.
Review monthly progress and payment applications.
Inspect and review drained tank after brush-off grit blasting.
Make on site reviews of repairs.
Review and process any required changes.
Make final inspection and punch list with owner.
Close out construction contract.
Revise drawings from contractor and owner marked-up drawings as record drawing.

EXHIBIT "B"
FREEMAN-MILLICAN, INC.
HOURLY RATES

<u>Employee Category</u>		<u>Hourly Rate</u>
Principal Engineer		\$185
Associate Engineer		\$150
Senior Project Engineer		\$135
Architect		\$135
Project Engineer		\$120
EIT		\$100
Designer		\$ 90
CAD		\$ 75
Clerical		\$ 50
RPLS		\$170
Survey Crew (Including GPS)		\$140
Mileage	\$0.56/mile	



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 6.

Meeting Date: 10/20/2014

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

Approved By: George Olson, City Manager

Caption:

*** 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)

Issue:

To consider approval of a resolution to purchase a new residential solid waste automated side load truck chassis through the H-GAC for use within the Solid Waste Services Department

Background:

The requested purchase is to replace Unit 619, a 2001 year model automated side load residential solid waste truck. This is the oldest side load truck in the Solid Waste Services Department's fleet.

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

Origination:

Department of Public Works

Financial Consideration:

The Autocar chassis will be purchased from Chastang's Bayou City Autocar for \$158,021.00 through the H-GAC. 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 Autocar chassis through the H-GAC.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5903

AutoCar ASL Chassis Quote

H-GAC Agreement

RESOLUTION NO. 5903

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); 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 Chastang Ford/Autocar, through the Houston-Galveston Area Council of Governments (H-GAC), a 2015 Autocar ACX64 Automated Side Load Chassis, at a total price of One Hundred Fifty-Eight Thousand, Twenty-One Dollars and Zero Cents (\$158,021.00), in accordance with the provisions of the H-GAC 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



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-14

Date
Prepared:

09/25/2014

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

Buying Agency:	City of Sherman	Contractor:	Chastang Enterprises dba Chastang Ford / Autocar
Contact Person:	Michael Springer	Prepared By:	John Chastang
Phone:	903-892-7261	Phone:	713-678-5042
Fax:		Fax:	713-678-5001
Email:	michaels@ci.sherman.tx.us	Email:	jchastang@chastangford.com
Product Code:	A3	Description:	2015 Autocar ACX64 suitable for an automated side load body

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

102486

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
180 amp alternator 10019	366	Integral air conditioning 10101	725
46,000 # Rear axle 10053	4456	5 Year Cummins engine warranty 10121	2850
Fuel water separator 10011	287	Refuse vocational frame prep 10077	1438
2-spd engine fan 10013	475	AM/FM CD stereo 10108	239
46,00# Rear suspension 10057	4330	Front pto adapter 10039	1188
5 Year exhaust aftertreatment warranty 10119	2850	Left hand vertical exhaust 10017	749
16" two stage air cleaner 10014	342	Heated moto-mirrors 10090	625
Synthetic rear axle lube 10045	424	Body integration control panel 10105	874
Frame overhang over 56" 10062	550	120 Days floorplan 10099	5520
Non default wheelbase 10073	1748	Allison 4500 5-spd transmission 10026	8950
.25" Frame reinforcement 10074	1688	Subtotal From Additional Sheet(s):	4431
5 Year transmission warranty 10118	1250	Subtotal B:	46355

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6-spd transmission in lieu of 5 spd	4925	4 Wheel locking differential	1430
2 spare tires & wheels (1 front, 1 rear)	2225	Subtotal From Additional Sheet(s):	0
		Subtotal C:	8580

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

6%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X	Subtotal of A + B + C:	157421	=	Subtotal D:	157421
-------------------	---	---	------------------------	--------	---	-------------	--------

E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: 600

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

Description	Cost	Description	Cost
			0
		Subtotal F:	0

Delivery Date: 90-120 days to body co.

G. Total Purchase Price (D+E+F):

158021



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-14

Date
Prepared:

09/18/2014

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

Buying Agency:	City of Sherman (PAGE 2)	Contractor:	Chastang Enterprises dba Chastang Ford / Autocar
Contact Person:	Michael Springer	Prepared By:	John Chastang
Phone:	903-892-7261	Phone:	713-678-5042
Fax:		Fax:	713-678-5001
Email:	michaels@ci.sherman.tx.us	Email:	jinchastang@chastangford.com
Product Code:	A3	Description:	Page 2 of chassis suitable for an automated side load body

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

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Dual power windows 10087	866	16.5 x 7" reuse front brakes 10067	45
High back air ride driver's seat 10097	85	16.5 x 8.62" rear brakes 10071	185
Wire braided fuel lines 10079	74	Exterior sunvisor 10088	1154
Aux. load cushions front axle 10037	446		
Secondary freight 10072	544		
18" Steering wheel 10096	75		
Optional mounting for air dryer 10082	104		
Central manifold for air drain 10083	196		
Steel battery box with aluminum lid 10084	148		
Chromed grille 10095	200		
2 Additional switches wired to power 10100	144	Subtotal From Additional Sheet(s):	0
Engine block heater 10012	165	Subtotal B:	4431

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	0
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

#VALUE!

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	#VALUE!	=	Subtotal D:	#VALUE!
-------------------	---	--------------------------	---------	---	-------------	---------

E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:

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

Description	Cost	Description	Cost
			0
		Subtotal F:	0

Delivery Date: 90-120 days to body co.

G. Total Purchase Price (D+E+F):

#VALUE!

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA
NUMBER:

91-15399-6

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(j)(2c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 1555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

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

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 1991 and

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

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

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

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

ARTICLE 3 WHOLE AGREEMENT

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

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 1990 and ends 10/31/91, 1991. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

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

ARTICLE 5 SCOPE OF SERVICES

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

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

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

ARTICLE 6 PAYMENTS

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

ARTICLE 7 CHANGES AND AMENDMENTS

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

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

ARTICLE 8 TERMINATION PROCEDURES

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

ARTICLE 9 SEVERABILITY

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

ARTICLE 10 FORCE MAJEURE

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

ARTICLE 11 VENUE

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

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

CITY OF ERIAN

Local Government

BY [Signature]

THOMAS M. BUE

CITY MANAGER

DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY [Signature] Date 3/27/91
Manager of Cooperative Purchasing

BY [Signature] Date 3/31/91
Jack Steele
Executive Director

March 28, 1991



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 7.

Meeting Date: 10/20/2014

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

Approved By: George Olson, City Manager

Caption:

*** 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)

Issue:

To consider approval of a resolution to purchase a new residential solid waste automated side load truck body from the BuyBoard for use within the Solid Waste Services Department

Background:

The requested purchase is to replace Unit 619, a 2001 year model automated side load residential solid waste truck. This is the oldest side load 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 Heil truck body will be purchased from Heil of Texas for \$124,386.00 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 Heil truck body through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5904

Quote

BuyBoard Agreement

RESOLUTION NO. 5904

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); 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 Heil of Texas, through the Texas Local Government Purchasing Cooperative (BuyBoard), a Heil Automated Side Load Body, at a total price of One Hundred Twenty-Four Thousand, Three Hundred Eighty-Six Dollars and Zero Cents (\$124,386.00), 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

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

BUYBOARD

PRODUCT PRICING BASED ON CONTRACT

Customer:	CITY OF SHERMAN		09/19/2014
Product Description:	HEIL	PYTHON 22 YD. FULL EJECT	REFUSE
A: Base Price in Bid/Proposal Number <u>425-13</u>	Series <u>23</u> =>		<u>\$ 100,809.25</u>
B: Published Options [Itemize each item below]			
<u>Full Factory Mount</u>	<u>INCL</u>	<u>Belt Loaded Grabers/ 60-90 gal.</u>	<u>\$ 1,235.00</u>
<u>Hopper Work Light</u>	<u>\$ 675.00</u>	<u>Hopper Hood Cover</u>	<u>\$ 1,850.00</u>
<u>Smart / LED Body & Tailgate Lights</u>	<u>\$ 570.00</u>	<u>Remote Lift Controls/ Curbside seat</u>	<u>\$ 1,440.00</u>
<u>3" Body Drain</u>	<u>\$ 320.00</u>	<u>Mud Guards (steel)AHEAD Wheels</u>	<u>\$ 305.00</u>
<u>Addtl. 6 mos. Body Warranty(Total 12)</u>	<u>INCL</u>	<u>Mud Flaps (behind wheels)</u>	<u>\$ 200.00</u>
<u>20# Body Mounted Fire Extinguisher</u>	<u>\$ 465.00</u>	<u>Body Side Back -Up Assist Lights</u>	<u>\$ 470.00</u>
<u>AWT- 3rd EYE Camera System</u>	<u>\$ 2,975.00</u>	<u>Tool Box (18"x18"x24")Bumper Mtd.</u>	<u>\$ 715.00</u>
<u>(3) Camera's/4 Port/ HD Color Monitor</u>	<u>\$ -</u>	<u>Service Hoist for Full Eject Python</u>	<u>\$ 4,110.00</u>
<u>Dual Front Oval Strobes</u>	<u>\$ 720.00</u>	<u>Severe Duty Packer Wear Bar Kit</u>	<u>\$ 800.00</u>
<u>Manual Hopper Cover</u>	<u>\$ 1,135.00</u>		<u>\$ -</u>
Subtotal Column 1:	<u>\$ 6,860</u>	Subtotal Column 2:	<u>\$ 11,125</u>
Published Options added to Base Price (Subtotal of "Col 1" + "Col 2")			<u>\$ 17,985.00</u>
C: Subtotal of A + B =>			<u>\$ 118,794.25</u>
D: Unpublished Options {Itemize each item below, Not to exceed $\pm$ 25% of C}	Unpublished =		<u>0.08 %</u>
<u>UpCharge: Heil DP Python 28 yd</u>	<u>\$ 9,321.75</u>		
	<u>\$ -</u>		<u>\$ -</u>
	<u>\$ -</u>		<u>\$ -</u>
	<u>\$ -</u>		<u>\$ -</u>
	<u>\$ -</u>		<u>\$ -</u>
Subtotal Column 1:	<u>\$ 9,321.75</u>	Subtotal Column 2:	<u>\$ -</u>
Unpublished Options added to Base Price (Subtotal of "Col 1" + "Col 2")			<u>\$ 9,321.75</u>
E: Contract Pride Adjustment {If any, explain here}			<u>\$ -</u>
F: Total of C + D $\pm$ E =>			<u>\$ 128,116.00</u>
G: Quantity Ordered {Units x F} =>	# of Units	<u>1</u>	<u>\$ 128,116.00</u>
H: BUYBOARD Fee :			<u>\$ 400.00</u>
I: Non-Equipment Charges & Credits {ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.}			
<u>ADDITIONAL DISCOUNT: If Invoice Paid Within 15 Days of Delivery</u>	<u>(\$4,130.00)</u>		
	<u>\$ -</u>	Subtotal of Non-Equipment Charges	<u>(\$4,130.00)</u>
J: TOTAL PURCHASE PRICE INCLUDING {G + H +I} =>			<u>\$ 124,386.00</u>

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 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

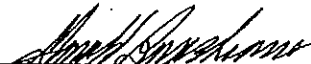
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable 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.

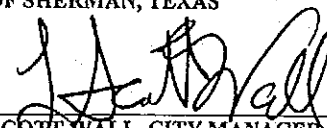
TO BE COMPLETED BY THE COOPERATIVE:

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. E. 8.

Meeting Date: 10/20/2014

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** 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

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 708 North Frisco Road.

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:

Tobar Properties, LLC, Mario Tobar, 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 \$208.80 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. 5905

Residential Tax Abatement Agreement

Application

Title Insurance

Building Permit

Site Plan

Location Map

Photo

RESOLUTION NO. 5905

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; 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 Tobar Properties, LLC 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 Tobar Properties, LLC 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 708 North Frisco Road, 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 **TOBAR PROPERTIES, LLC**, 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

<u>TAX YEAR</u>	<u>ABATEMENT</u>
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 708 North Frisco Road, Sherman, Texas, and as more particularly described by the following:

**BEING the north ½ or 110 foot of Lot Three (3), Block Two (2)
of Jones and Summit 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

Tobar Properties, LLC
1308 Pintail Drive
Sherman, Texas 75092
(903) 816-0416

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:
TOBAR PROPERTIES, LLC

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
MARIO TOBAR

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 **MARIO TOBAR**, 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: Mario Tobar
Mailing Address: 1308 Pintail Dr. Sherman TX 75092
Telephone Number: (903) 816-0416

Contact (if different than owner):

Name: _____
Mailing Address: Same
Telephone Number: _____

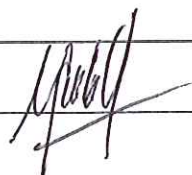
Property:

Physical Address: 708 Frisco Road.
Summary Legal Description: Lot: 3 Block: 2 Addition: Jones and Summit addition
Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: _____
Estimated Value of Improvements: \$60,000.00
Estimated Date of Start of Construction: 09/15/14
Estimated Date of Completion of Project: 12/31/14
Description of Project: New Construction

Applicant(s):



Date:

09/15/14

Date:

OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY
Form T-1: Owner's Policy of Title Insurance

SCHEDULE A

pm
Name and Address of Title Insurance Company:
FIDELITY NATIONAL TITLE INSURANCE COMPANY
PO Box 45023, Jacksonville, Florida 32232-5023

File No.: **301483**

Policy No.: **2744243-91427080**

Address for Reference only: **712 Frisco Rd., Sherman, TX 75090**

Amount of Insurance: **\$5,000.00**

Premium: **\$238.00**

Date of Policy: **May 2, 2014, at 09:57 am**

1. Name of Insured: **Tobar's Properties**
2. The estate or interest in the Land that is insured by this policy is: **Fee Simple**
3. Title is insured as vested in: **Tobar's Properties**
4. The land referred to in this policy is described as follows:

TRACT ONE: Being the North 1/2 or 110 ft. of Lot THREE (3), Block TWO (2) of Jones and Summit Addition to the City of Sherman, Grayson County, Texas as per plat of record in Volume 304, Page 3, Deed Records, Grayson County, Texas.

AND

TRACT TWO: Being the North 1/2 of Lot TWO (2), Block TWO (2) of Jones and Summit Addition to the City of Sherman, Grayson County, Texas as per plat of record in Volume 304, Page 3, Deed Records, Grayson County, Texas.

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 141946 SUBCONTRACTOR: MARIO TOBAR DATE ISSUED: 9/24/2014

PROJECT ADDRESS: 708 FRISCO RD
PARCEL ID:
SUBDIVISION:

LOT #:
BLK #:
ZONE ORD:

ISSUED TO: MARIO TOBAR
ADDRESS: 1308 PINTAIL
CITY, ST ZIP: SHERMAN TX 75092-4243
PHONE: 903-816-0416

CONTRACTOR: MARIO TOBAR
ADDRESS: 1308 PINTAIL
CITY, ST ZIP: SHERMAN TX 75092-4243
PHONE:

PROP. USE: SINGLE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION
VALUATION: \$ 60,000.00
OCCP TYPE: SINGLE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,300.00
BEDROOMS: 3
BATHROOMS: 2
STORIES: SINGLE

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
TOTAL		\$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

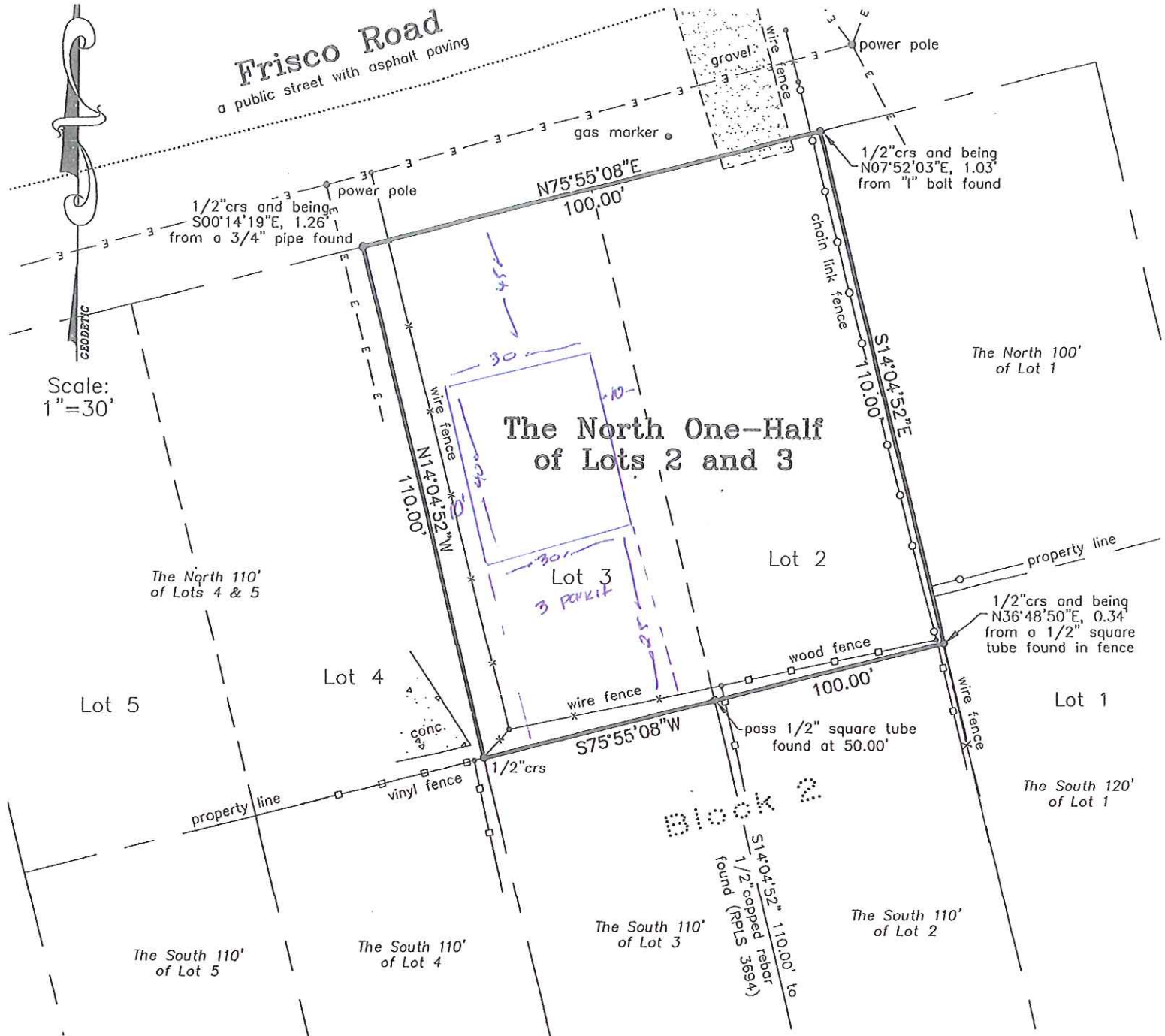
09/24/14
DATE

(APPROVED BY) FLOOD-PLAIN ADMINISTRATOR

9/24/14
DATE

(APPROVED BY) BUILDING & ZONING

9/26/14
DATE



Owner: JSBR, Inc.

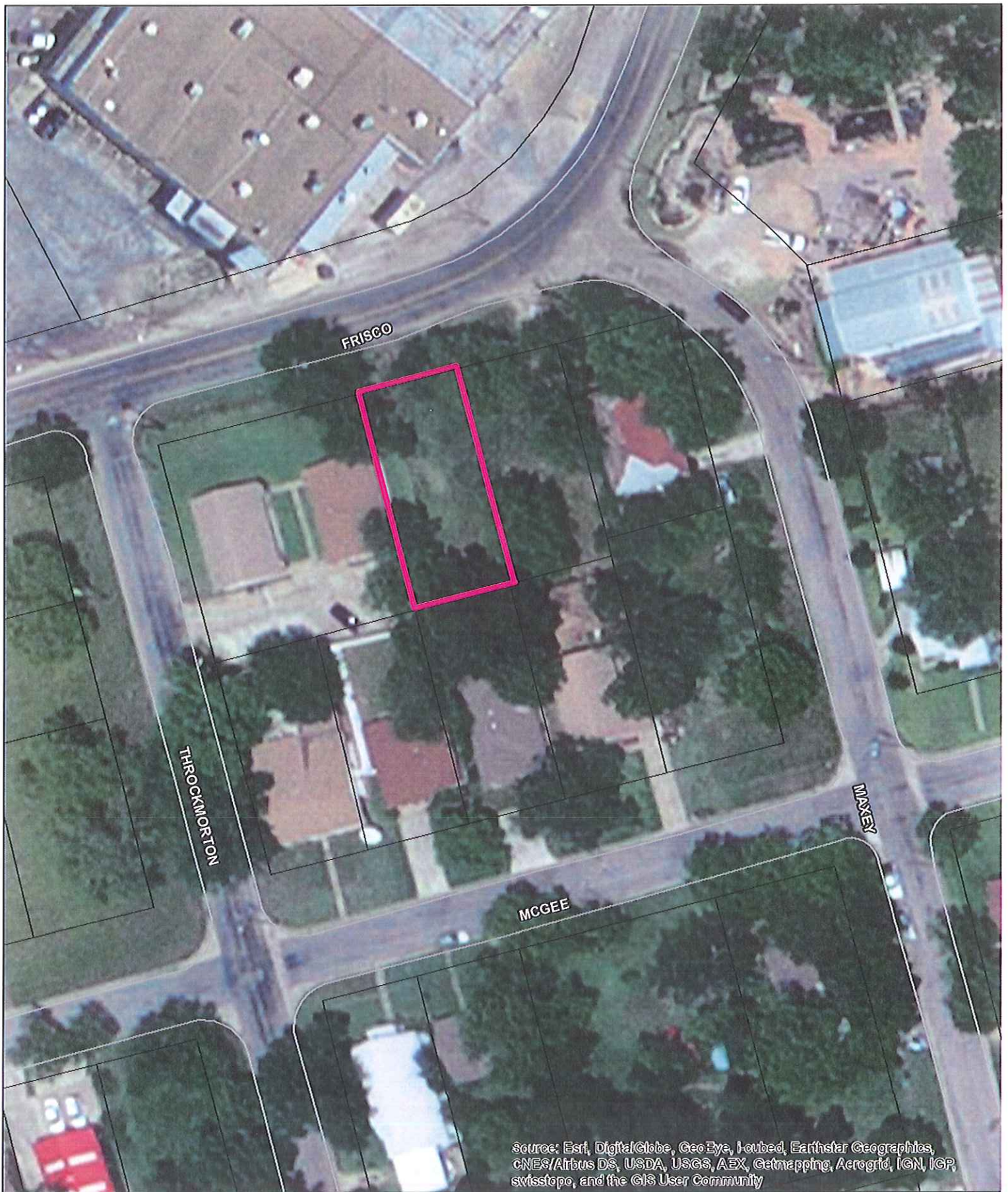
Buyer: _____

Address: 712 Frisco Road
Sherman, Texas

This survey is for the sole benefit of the transaction by and between: Owner and Buyer of this transaction and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with both the General Rules of Procedures and Practices as adopted by the Texas Board of Professional Land Surveying and the current Texas Society of Professional Surveyors standards and is a true and correct representation of the property shown hereon.

Legal Description is as follows: The North One-Half (1/2) of Lots 2 and 3, Block 2, Jones' Summit Addition to the City of Sherman, Texas, as per plat of record in Volume 303, Page 87, Deed Records, Grayson County, Texas.



Source: Esri, DigitalGlobe, GeoEye, Ikonos, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

708 N. Frisco Road



NOT TO SCALE

1 inch = 61 feet

708 N. Frisco Road





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 9.

Meeting Date: 10/20/2014

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** 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

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 712 North Frisco Road.

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:

Tobar Properties, LLC, Mario Tobar, 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 \$208.80 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. 5906

Residential Tax Abatement Agreement

Application

Title Insurance

Building Permit

Site Plan

Photo

Location Map

RESOLUTION NO. 5906

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; 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 Tobar Properties, LLC 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 Tobar Properties, LLC 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 712 North Frisco Road, 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 **TOBAR PROPERTIES, LLC**, 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

<u>TAX YEAR</u>	<u>ABATEMENT</u>
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 712 North Frisco Road, Sherman, Texas, and as more particularly described by the following:

**BEING the north ½ or 110 foot of Lot Two (2), Block Two (2)
of Jones and Summit 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

Tobar Properties, LLC
1308 Pintail Drive
Sherman, Texas 75092
(903) 816-0416

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:
TOBAR PROPERTIES, LLC

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
MARIO TOBAR

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 **MARIO TOBAR**, 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: Mario Tobar

Mailing Address: 1308 Pintail Dr. Sherman, TX 75092

Telephone Number: (903) 816-0416

Contact (if different than owner):

Name: _____

Mailing Address: Same

Telephone Number: _____

Property:

Physical Address: 712 Frisco Rd

Summary Legal Description: Lot: 2 Block: 2 Addition: Jones and Summit Addition.

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

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: ☐

Estimated Value of Improvements: \$60,000.00

Estimated Date of Start of Construction: 09/15/14

Estimated Date of Completion of Project: 12/31/14

Description of Project: New Construction

Applicant(s): [Signature]

Date: 09/15/14

Date: _____

OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Name and Address of Title Insurance Company:
FIDELITY NATIONAL TITLE INSURANCE COMPANY
PO Box 45023, Jacksonville, Florida 32232-5023

File No.: **301483**

Policy No.: **2744243-91427080**

Address for Reference only: **712 Frisco Rd., Sherman, TX 75090**

Amount of Insurance: **\$5,000.00**

Premium: **\$238.00**

Date of Policy: **May 2, 2014, at 09:57 am**

1. Name of Insured: **Tobar's Properties**
2. The estate or interest in the Land that is insured by this policy is: **Fee Simple**
3. Title is insured as vested in: **Tobar's Properties**
4. The land referred to in this policy is described as follows:

TRACT ONE: Being the North 1/2 or 110 ft. of Lot THREE (3), Block TWO (2) of Jones and Summit Addition to the City of Sherman, Grayson County, Texas as per plat of record in Volume 304, Page 3, Deed Records, Grayson County, Texas.

AND

TRACT TWO: Being the North 1/2 of Lot TWO (2), Block TWO (2) of Jones and Summit Addition to the City of Sherman, Grayson County, Texas as per plat of record in Volume 304, Page 3, Deed Records, Grayson County, Texas.

pm

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 141947 SUBCONTRACTOR: MARIO TOBAR DATE ISSUED: 9/24/2014

PROJECT ADDRESS: 712 FRISCO RD
PARCEL ID:
SUBDIVISION:

LOT #:
BLK #:
ZONE ORD:

ISSUED TO: MARIO TOBAR
ADDRESS: 1308 PINTAIL
CITY, ST ZIP: SHERMAN TX 75092-4243
PHONE: 903-816-0416

CONTRACTOR: MARIO TOBAR
ADDRESS: 1308 PINTAIL
CITY, ST ZIP: SHERMAN TX 75092-4243
PHONE:

PROP. USE: SINGLE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL CONSTRUCTION
VALUATION: \$ 60,000.00
OCCP TYPE: SINGLE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,300.00
BEDROOMS: 3
BATHROOMS: 2
STORIES: SINGLE

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
TOTAL		\$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

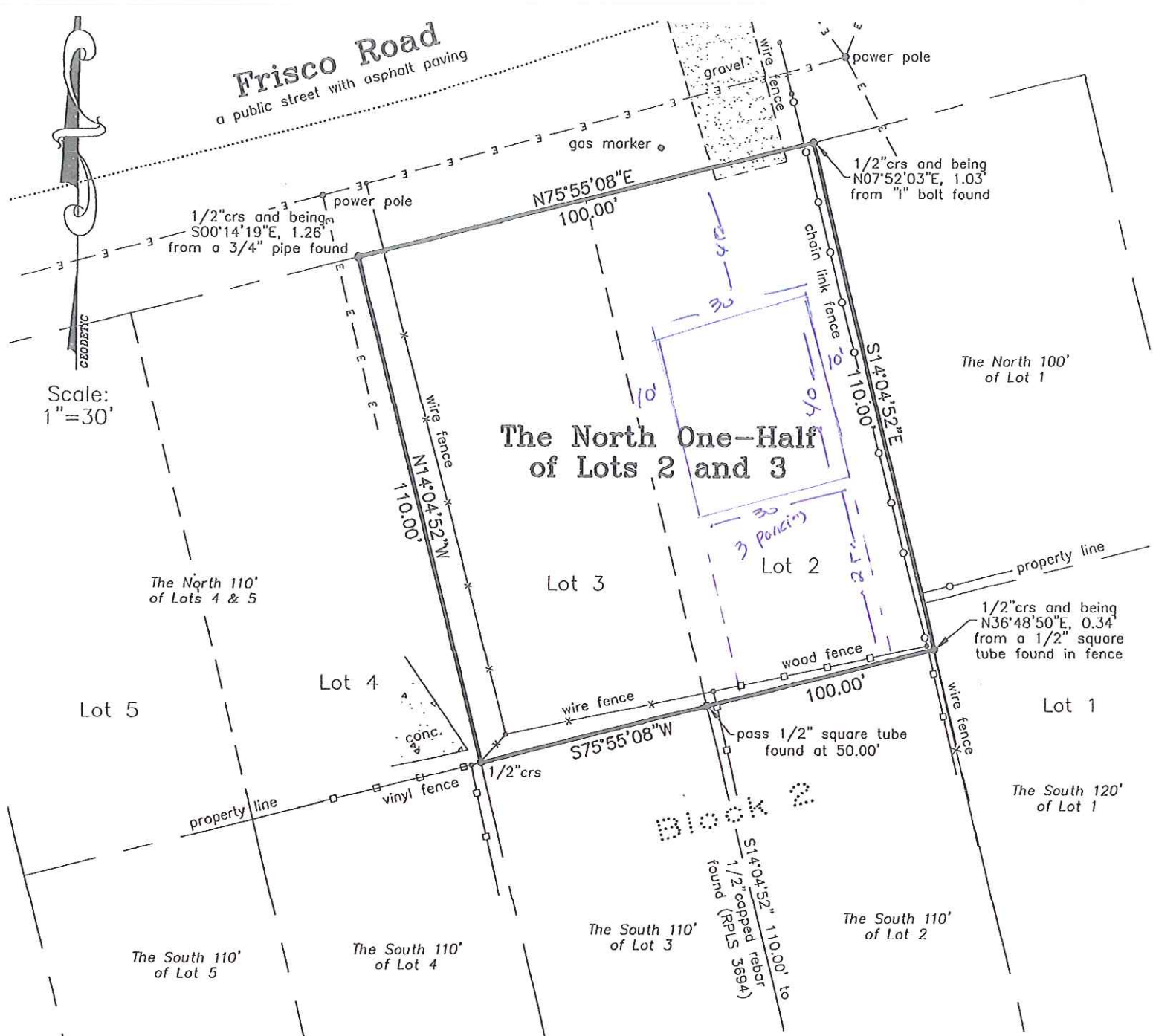
09/24/14
DATE

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

9/24/14
DATE

(APPROVED BY) BUILDING & ZONING

9/26/14
DATE



Owner: JSBR, Inc.

Buyer: _____

Address: 712 Frisco Road
Sherman, Texas

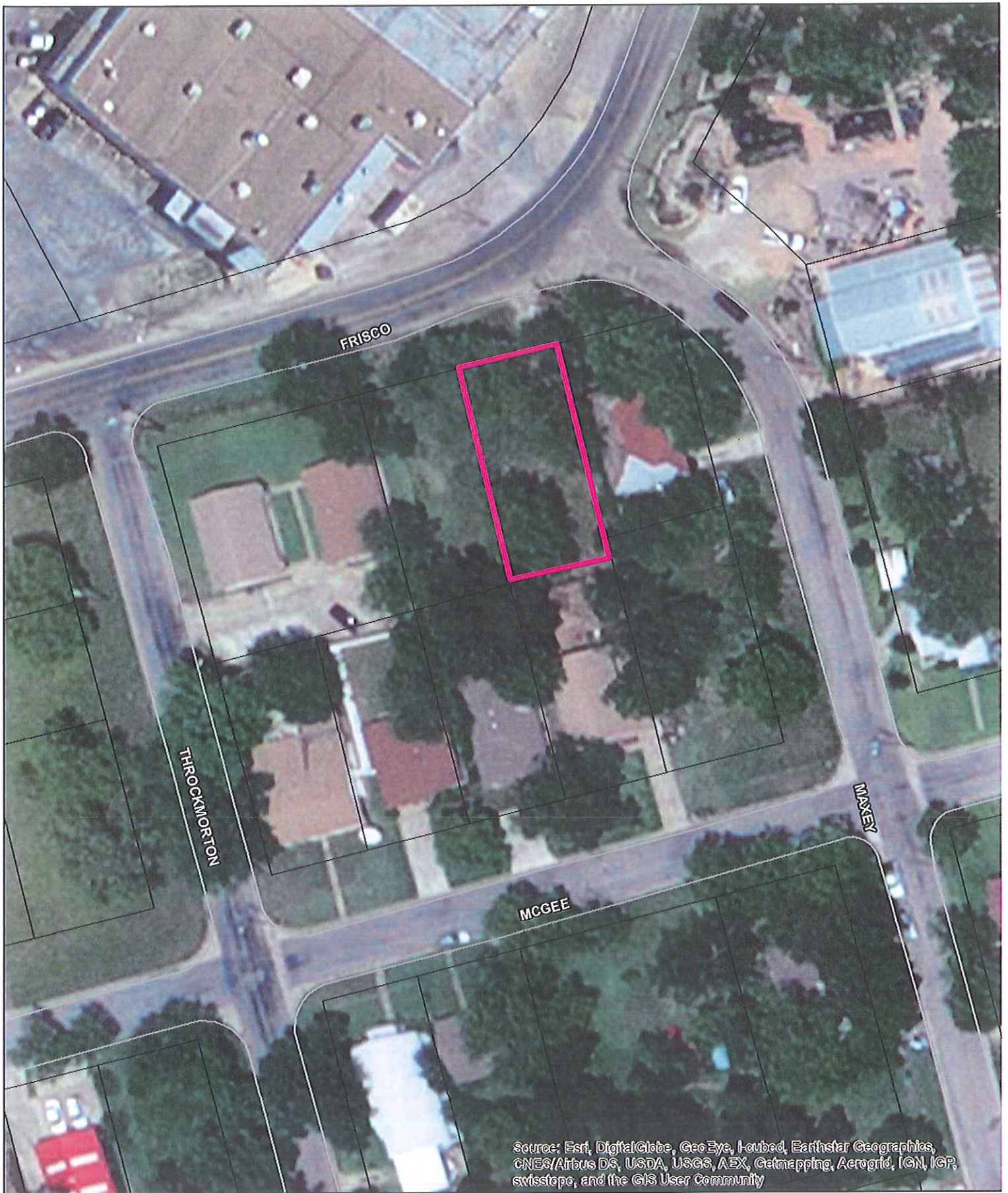
This survey is for the sole benefit of the transaction by and between: Owner and Buyer of this transaction and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with both the General Rules of Procedures and Practices as adopted by the Texas Board of Professional Land Surveying and the current Texas Society of Professional Surveyors standards and is a true and correct representation of the property shown hereon.

Legal Description is as follows: The North One-Half (1/2) of Lots 2 and 3, Block 2, Jones' Summit Addition to the City of Sherman, Texas, as per plat of record in Volume 303, Page 87, Deed Records, Grayson County, Texas.

712 N. Frisco Road





Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

712 N. Frisco Road



NOT TO SCALE

1 inch = 61 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 1.

Meeting Date: 10/20/2014

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

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Consider Request of the Sherman Chamber of Commerce to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade and Snowflake Festival on Friday, December 5, 2014 with a Rain/Make Up Date of Friday, December 12, 2014

Issue:

To close certain streets in the downtown area for the annual Sherman Christmas Parade and Snowflake Festival on Friday, December 5th with a rain/make up date of Friday, December 12th

Background:

The Sherman Chamber of Commerce has requested that participants be allowed to line up for the parade, per the attached map, beginning at 5:00 p.m. The parade is scheduled to begin at 7:00 p.m. The parade route is detailed in the attached map.

The Snowflake Festival will begin at 3:00 p.m. on the day of the Christmas Parade. To accommodate the event, its vendors, and a Master of Ceremonies and Judges stage, the Chamber is requesting that the parking spaces on the north side of Lamar from Crockett to Travis, on the south side of Houston from Crockett to Travis, and on the west and east sides of Travis from Houston to Lamar be blocked off beginning at 12:00 noon. The Chamber will contact the County about blocking the parking spaces.

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

Origination:

Lauren Roth, Director of Tourism and Events, Sherman Chamber of Commerce

Financial Consideration:

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

Staff Recommendation:

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

Alternatives:

As directed by the Council

Attachments

Christmas Parade Request Letter

Christmas Parade Map

Lauren Roth, Director of Tourism and Events
307 W. Washington Street
Sherman, Texas 75090
October 9, 2014

Dear Sherman City Council:

The Sherman Christmas Parade is scheduled for Friday, December 5th with a rain/make up date for Friday, December 12th. Snowflake Festival will be a one day festival taking place on the same day.

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

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

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

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

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

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

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

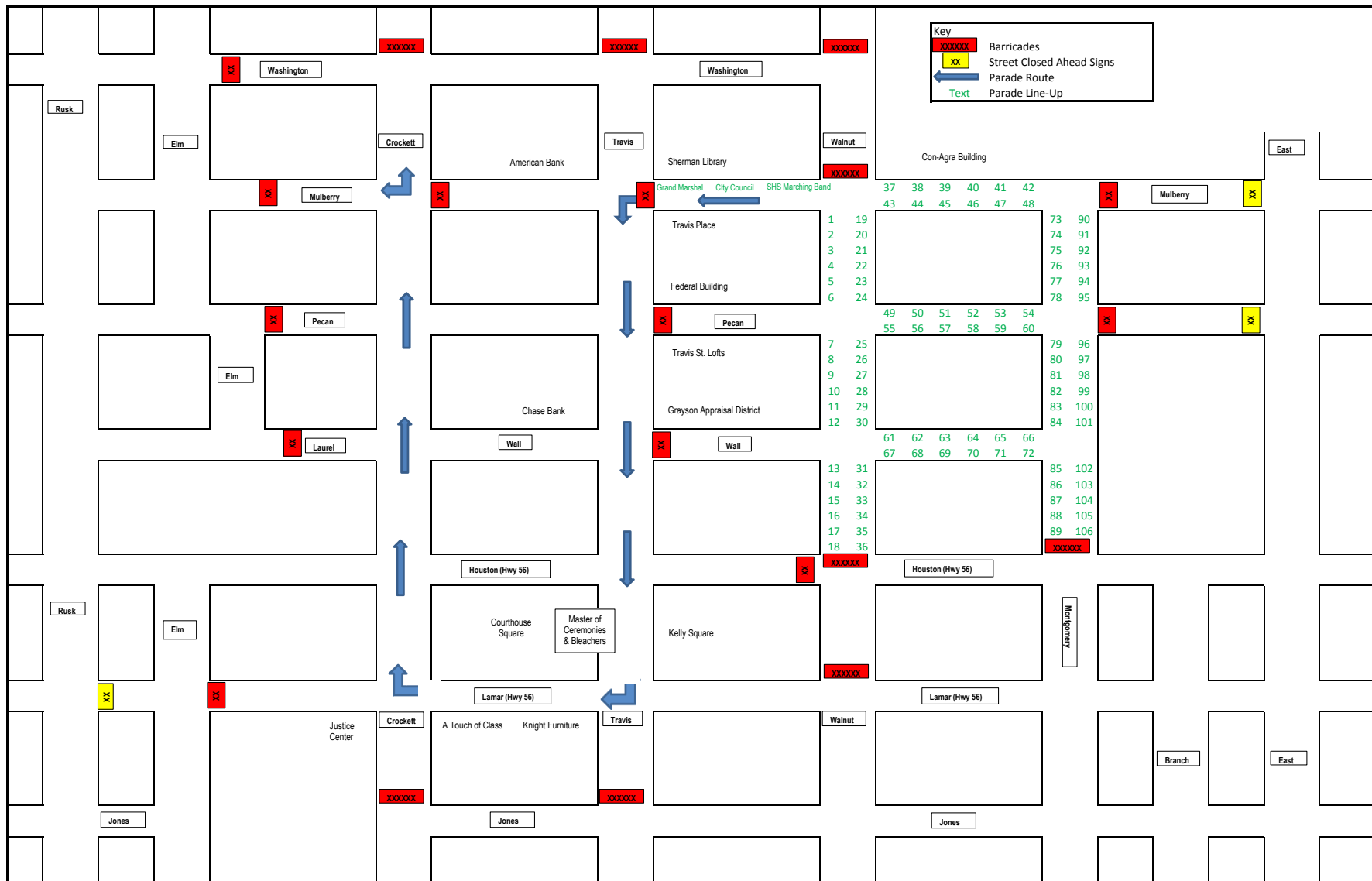
North side of Lamar from Crockett to Travis
South side of Houston from Crockett to Travis
West and east sides of Travis from Houston to Lamar

Sincerely,

A handwritten signature in black ink, appearing to read "Lauren Roth", written in a cursive style.

Lauren Roth, Director of Tourism and Events

Sherman Chamber of Commerce 2014 Christmas Parade Map



*** Drawing is not to scale.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 2.

Meeting Date: 10/20/2014

Prepared By: Otis Henry, Police Chief

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Police Chief Otis Henry on the Police Department's Annual Halloween Event, "Fright Fest"

Issue:

The Police Department's 13th annual Halloween "Fright Fest" on Thursday, October 30, 2014

Background:

"Fright Fest" is the non-profit Halloween event sponsored by the Police Department, offering children and parents a safe, controlled environment in which to trick-or-treat. The Police Department will again provide a live band, "Willie Kickit", who gave an excellent performance at last year's "Fright Fest".

There is no fee charged to the participants to set up; and they are allowed to advertise in any way they choose. They are only asked to show up and bring a lot of candy to give away. In the past, participants have set up booths ranging from a simple card table and chair to an elaborate haunted house, built on site. A trophy is awarded to the group with the best display.

Origination:

Police Department

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

The Council need take no action on this agenda item - informational only.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 3.

Meeting Date: 10/20/2014

Prepared By: Robby Hefton, Assistant City Manager/CFO

Approved By: George Olson, City Manager

Caption:

*** OTHER BUSINESS**

Approve Quarterly Investment Report for Quarter Ended September 30, 2014

Issue:

To approve the Investment Report for the quarterly period ending September 30, 2014

Background:

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

As of September 30, 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.

Origination:

Finance

Financial Consideration:

None

Staff Recommendation:

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

Alternatives:

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

Attachments

Memo to Investment Committee

Investment Report for Quarter Ended September 30, 2014



memorandum

DATE: Wednesday, October 15, 2014

TO: The City of Sherman Investment Committee
Councilman Jason Sofey
Councilman Tom Watt

CC: George Olson, City Manager

FROM: Robby Hefton, Assistant City Manager/CFO *R*

SUBJECT: Investment Report for Quarter Ended September 30, 2014

Enclosed is a copy of the quarterly investment report for the quarter ended September 30, 2014. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolio.

The total operating portfolio balance of about \$16.8 million increased by about \$1.2 million during the quarter, compared to the balance at June 30, 2014 of \$15.6 million, because of robust sales tax collections during the period. The underlying investments were adequately diversified among six different types of securities. The portfolio had a weighted-average maturity of about 415 days, down from 442 days last quarter. The portfolio yield of 0.46% was higher than our benchmark 1-year Constant Maturity Treasury Index of 0.11%. Book value closely approximated market value.

This investment report will be on the October 20, 2014 City Council agenda for their review and approval. Please call me if you have any questions about this item.

RH:pc

attachment (as stated above)

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending September 30, 2014

Total Portfolio Summary			
	Current Quarter 9/30/14	Prior Quarter 6/30/2014	Change From Prior Qtr
Book Value	\$ 16,760,967	\$ 15,541,031	\$ 1,219,936
Market Value	\$ 16,761,330	\$ 15,552,573	\$ 1,208,757
Weighted Average Maturity - Days	415	442	(27)
Weighted Average Yield	0.460%	0.420%	0.040%
Earned Income	\$ 19,504	\$ 17,392	\$ 2,112
Earned Income - Year-to-Date	\$ 67,389	\$ 47,885	\$ 19,504

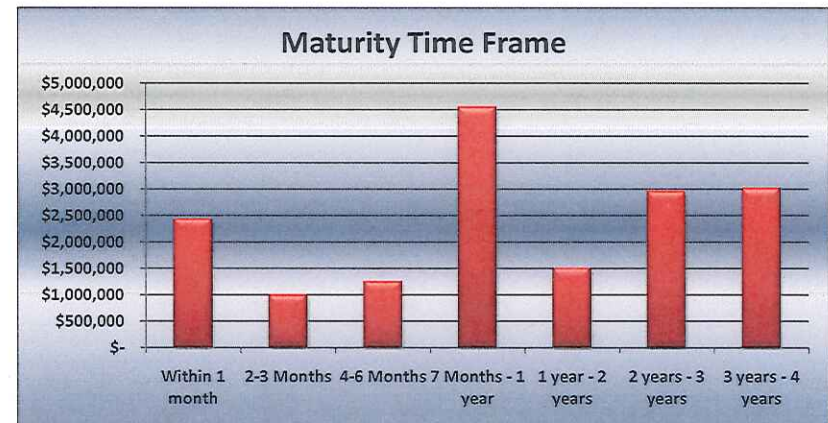
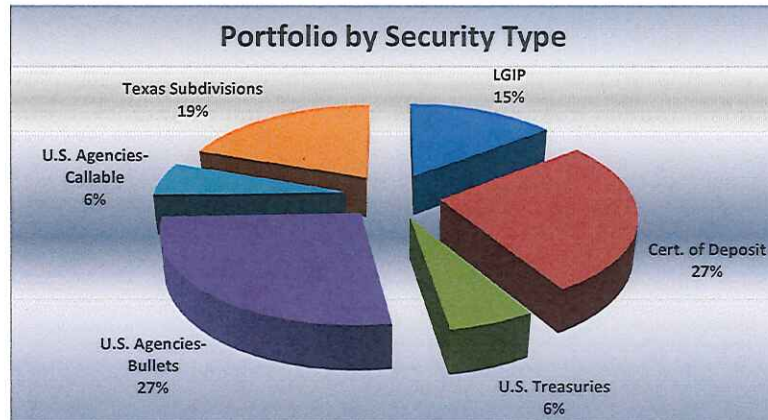
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As September 30, 2014, the City's portfolio had a book value of \$16.8 million, which approximates the market value. Of this amount, \$2.4 million was held in Local Government Investment Pools (LGIP), \$4.5 million was held in Certificates of Deposit (CD), \$5.5 million was held in U.S. Agency Securities, \$1.0 million was held in a U.S. Treasury, and \$3.3 million was held in State of Texas political subdivision obligations.

The portfolio value increased by \$1.2 million over the previous quarter due to the addition of an Agency security.

The weighted average yield on the portfolio was .46%, 35 basis points above the 1-year Constant Maturity Treasury Index of .11% and was 4 basis points above the previous quarter.

The weighted average maturity of the portfolio decreased from 442 days at June 30, 2014 to 415 days at September 30, 2014.



Robby Hefton

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

Mary Lawrence

Mary Lawrence, Controller and City of Sherman Investment Officer

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	S&P Rating	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	YTM
Tex-Pool		LGIP	TexPool			AAAm	\$ 1,058,513	100.00	\$ 1,058,513	\$ 1,058,513	100.00	\$ 1,058,514	1	0.03%
TexStar		LGIP	TexSTAR			AAAm	1,383,009	100.00	1,383,009	1,383,009	100.00	\$ 1,383,009	1	0.03%
CD 4176804229	12/5/2013	CD	Landmark Bank	0.30%	12/5/2014		1,000,000	100.00	1,000,000	1,002,254	100.00	1,002,254	66	0.30%
CD 4176804435	4/2/2014	CD	Landmark Bank	0.28%	4/2/2015		1,000,000	100.00	1,000,000	1,000,698	100.00	1,000,698	184	0.28%
CD 4176804278	1/14/2014	CD	Landmark Bank	0.30%	7/14/2015		1,000,000	100.00	1,000,000	1,001,488	100.00	1,001,488	287	0.30%
CD 4176804781	9/28/2014	CD	Landmark Bank	0.32%	9/25/2015		1,000,000	100.00	1,005,845	1,005,845	100.00	1,005,845	360	0.32%
CD 4176804344	2/20/2014	CD	Landmark Bank	0.50%	10/20/2016		500,000	100.00	500,000	501,241	100.00	501,241	751	0.50%
590741X33	6/19/2013	Texas Subdivision	Mesquite, TX	2.00%	2/15/2015	AA	140,000	102.50	143,504	140,799	100.03	140,837	138	0.48%
590741V76	10/5/2011	Texas Subdivision	Mesquite, TX	2.00%	2/15/2015	AA	115,000	102.50	117,878	115,657	100.03	115,688	138	0.48%
3135GOHG1	2/23/2012	Agency Bullet	FNMA	0.38%	3/16/2015	AAA	1,000,000	99.33	993,250	998,991	100.21	1,001,062	167	0.60%
912828NLO	1/6/2012	US Treasury	Treasury Note	1.88%	6/30/2015	AA+	1,000,000	104.66	1,046,641	1,010,018	100.33	1,013,398	273	0.52%
623742EJ8	8/15/2014	Texas Subdivision	MT. VERNON ISD	4.00%	8/15/2015	AAA	500,000	103.70	518,505	526,694	99.85	525,892	319	0.25%
313371VFO	3/11/2013	Agency Bullet	FHLB	1.63%	12/11/2015	AA+	1,000,000	103.23	1,032,320	1,014,054	100.19	1,015,970	437	0.44%
667825RN5	5/23/2013	Texas Subdivision	Northwest ISD	4.60%	2/15/2016	Aaa	350,000	110.88	388,087	369,332	100.40	370,808	503	0.55%
129703EQ3	2/1/2014	Texas Subdivision	CALHN CNTY TX ISI	3.00%	2/15/2016	AAA	500,000	105.19	525,955	517,990	100.06	518,325	503	0.38%
914729JM1	5/23/2013	Texas Subdivision	UNT	4.50%	4/15/2016	Aa2	250,000	111.26	278,153	265,081	100.14	265,453	563	0.55%
54810C6X3	5/23/2013	Texas Subdivision	LCRA	5.00%	5/15/2016	A	290,000	112.86	327,300	310,424	100.32	311,425	593	0.61%
796456DW8	2/14/2013	Texas Subdivision	St Augustine ISD	1.00%	8/15/2016	AAA	500,000	101.21	506,050	503,248	100.21	504,305	685	0.65%
3134G4WJ3	3/19/2014	Agency Callable	FHLMC	0.63%	9/19/2016	AA+	1,000,000	100.00	1,000,000	1,000,000	99.85	998,480	720	0.56%
129703ER1	2/1/2014	Texas Subdivision	CALHN CNTY TX ISI	3.00%	2/15/2017	AAA	500,000	107.20	535,985	528,617	100.10	529,125	869	0.57%
3130A1LJ5	4/28/2014	Agency Bullet	FHLB	1.63%	4/28/2017	AA+	500,000	101.02	505,855	505,027	99.83	504,166	941	0.45%
3130AOWJ5	3/6/2014	Agency Bullet	FHLB	1.02%	8/7/2017	AA+	1,000,000	100.24	1,003,178	1,001,988	99.48	996,742	1,042	0.95%
3134G5D44	7/30/2014	Agency Bullet	FHLMC	1.25%	10/30/2017	AA+	1,000,000	100.00	1,000,000	1,000,000	99.66	996,607	1,126	1.25%
Total							\$ 16,586,522		\$ 16,870,027	\$ 16,760,967		\$ 16,761,330		

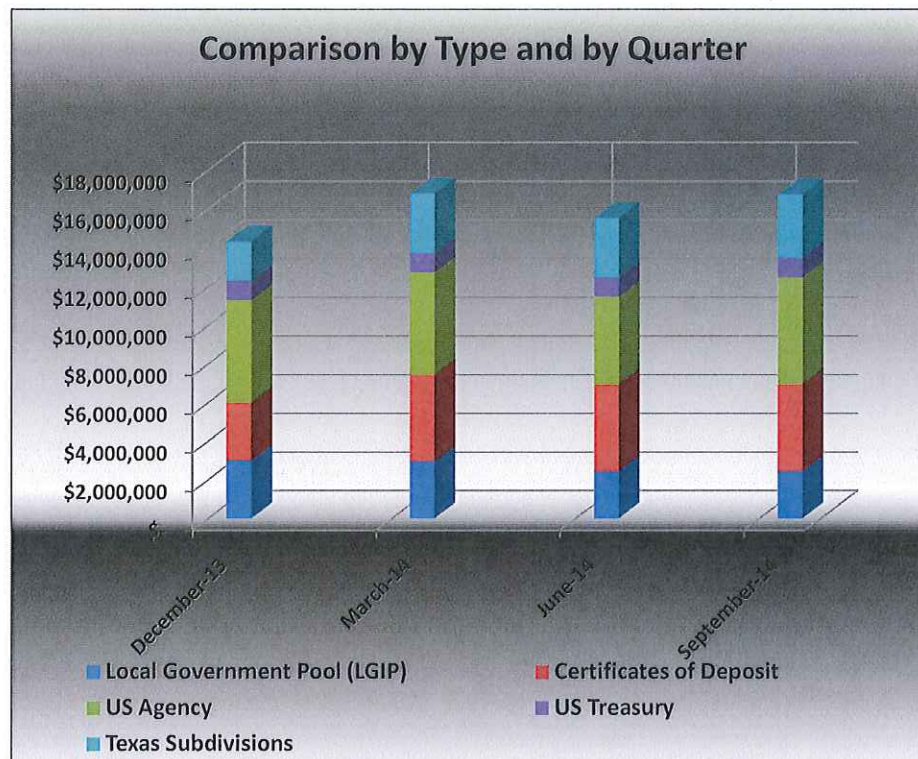
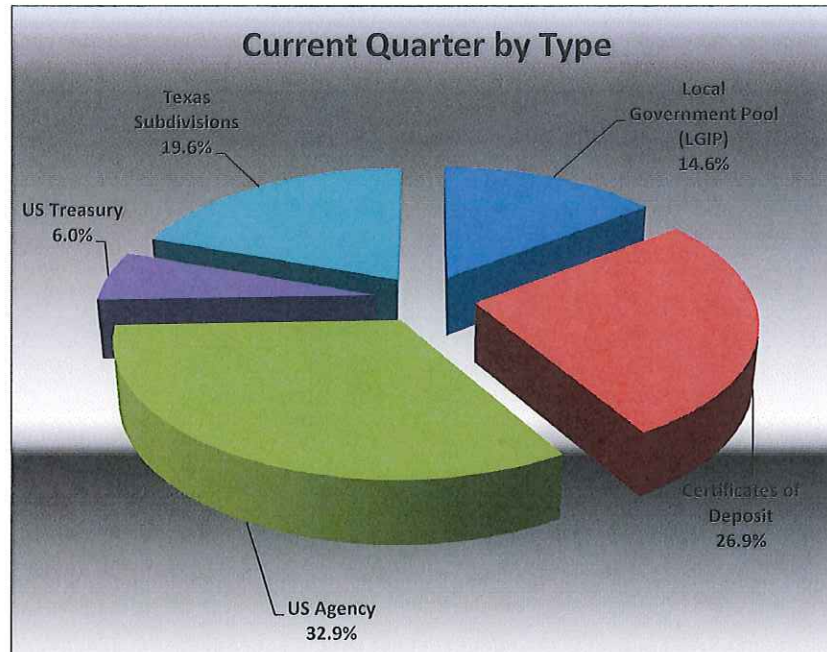


CITY OF SHERMAN, TX
Market Value Summary
AS of 9/30/2014

CUSIP	Settle Date	Sec. Description	Mty Date	Market Value 6/30/2014	Change in Market Value	Market Value 9/30/2014
Tex-Pool		TexPool		\$ 1,058,425	\$ 89	\$ 1,058,514
TexStar		TexSTAR		1,382,894	115	1,383,009
CD 4176803858	1/28/2013	Landmark Bank	9/28/2014	1,004,371	(1,004,371)	-
CD 4176804229	12/5/2013	Landmark Bank	12/5/2014	1,001,496	758	1,002,254
CD 4176804435	4/2/2014	Landmark Bank	4/2/2015	1,000,000	698	1,000,698
CD 4176804278	1/14/2014	Landmark Bank	7/14/2015	1,000,740	748	1,001,488
CD 4176804781	9/28/2014	Landmark Bank	9/25/2014	-	1,005,845	1,005,845
CD 476804344	2/20/2014	Landmark Bank	10/20/2016	500,610	631	501,241
052396B23	10/5/2011	Austin, TX CO	9/1/2014	286,331	(286,331)	-
590741X33	6/19/2013	Mesquite, TX	2/15/2015	141,401	(564)	140,837
590741V76	10/5/2011	Mesquite, TX	2/15/2015	116,151	(463)	115,688
3135GOHG1	2/23/2012	FNMA	3/16/2015	1,001,709	(647)	1,001,062
912828NLO	1/6/2012	Treasury Note	6/30/2015	1,017,188	(3,790)	1,013,398
623742EJ8	8/15/2014	Mt. Vernon ISD	8/15/2015	-	525,892	525,892
313371VFO	3/11/2013	FHLB	12/11/2015	1,018,918	(2,948)	1,015,970
667825RN5	5/23/2013	Northwest ISD	2/15/2016	374,843	(4,036)	370,808
129703EQ3	2/1/2014	Calhound Cnty TX ISI	2/15/2016	522,170	(3,845)	518,325
914729JM1	5/23/2013	Univ of N. Texas	4/15/2016	267,915	(2,463)	265,453
54810C6X3	5/23/2013	LCRA	5/15/2016	314,157	(2,732)	311,425
796456DW8	2/14/2013	St Augustine ISD	8/15/2016	505,255	(950)	504,305
3134G4WJ3	3/19/2014	FHLMC	9/19/2016	1,000,646	(2,166)	998,480
129703ER1	2/15/2017	Calhoun Cnty TX ISD	2/15/2017	532,185	(3,060)	529,125
3130A1LJ5	4/28/2014	FHLB	4/28/2017	505,530	(1,364)	504,166
3130AOWJ5	3/6/2014	FHLB	8/7/2017	999,638	(2,896)	996,742
31634G5D44	7/30/2014	FHLMC	10/30/2017	-	996,607	996,607
Total				\$ 15,552,573	\$ 1,208,757	\$ 16,761,330

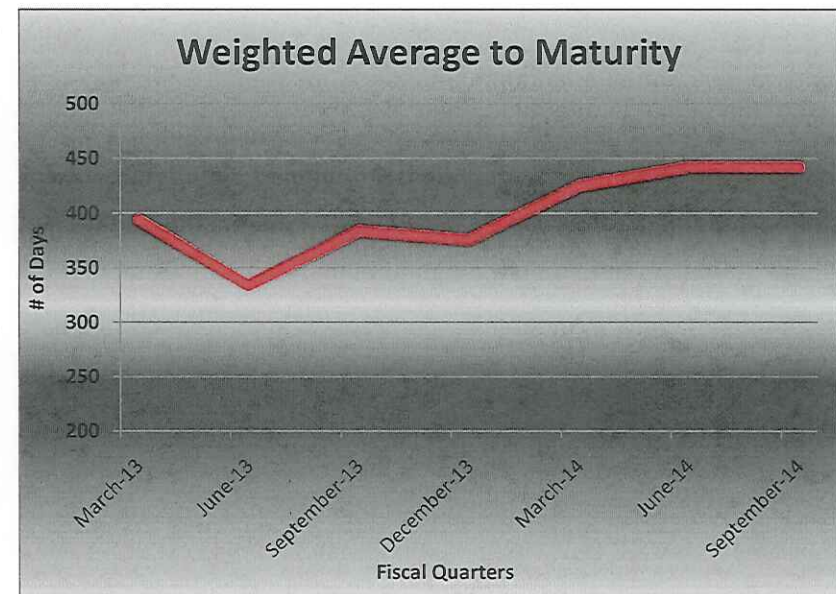
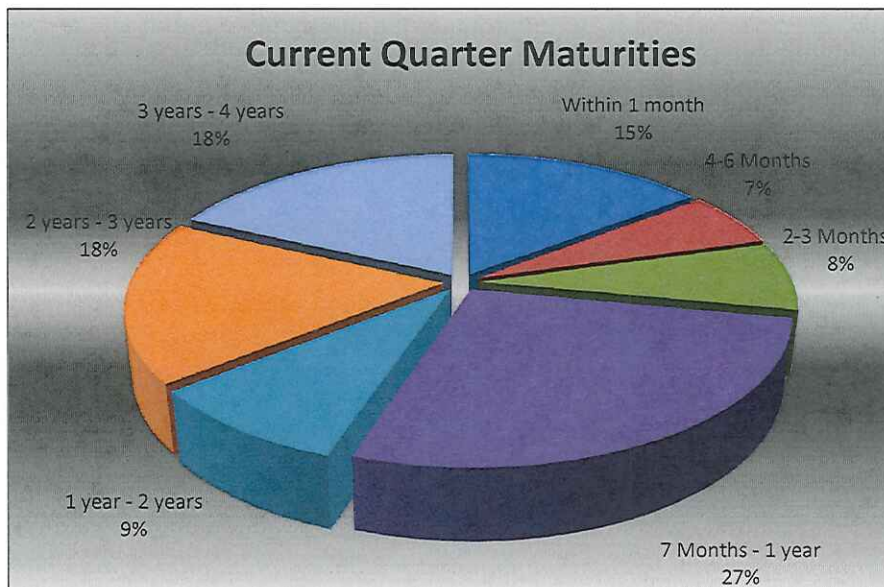
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Mty Date	Call Date	Par Value	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Maturities</u>											
	9/1/2014	052396b23	Austin TX CO	0.71%	9/1/2014		\$ 285,000	\$ 285,019	\$ 4,275	\$ 289,275	0.53%
	9/28/2014	CD 4176803858	Landmark	0.35%	9/28/2014		1,000,000	1,005,247	598	1,005,845	0.35%
<u>Purchases</u>											
	7/30/2014	3134G5D44	FHLMC	1.25%	10/30/2017		1,000,000	1,000,000	-	1,000,000	1.25%
	8/15/2014	623742EJ8	Mt Vernon ISD	4.00%	8/15/2015		510,000	528,875	227	529,102	0.25%
	9/28/2014	CD 4176804781	Landmark	0.32%	9/28/2015		1,005,845	1,005,845	-	1,005,845	0.32%
<u>Income Payments</u>											
	9/30/2014	Tex-Pool	LGIP	0.03%			1,058,513		89	89	0.03%
	9/30/2014	TexStar	LGIP	0.03%			1,383,009		115	115	0.03%
	7/2/2014	CD 4176804435	Landmark Bank	0.28%	4/2/2015		1,000,000		698	698	0.28%
	7/11/2014	CD 4176804278	Landmark Bank	0.30%	7/14/2015		1,000,000		749	749	0.30%
	7/28/2014	CD 4176803858	Landmark Bank	0.35%	9/28/2014		1,000,000		876	876	0.35%
	8/7/2014	3130AOWJ5	FHLB	1.02%	8/7/2017		1,000,000		5,100	5,100	0.95%
	8/15/2014	667825RN5	Northwest ISD	4.60%	2/15/2016		350,000		8,050	8,050	0.55%
	8/15/2014	796456DW8	St. Augustine ISD	1.00%	8/15/2016		500,000		2,500	2,500	0.65%
	8/15/2014	590741X33	Mesquite TX Ref	2.00%	2/15/2015		140,000		1,400	1,400	0.48%
	8/15/2014	590741V76	Mesquite TX Ref	2.00%	2/15/2015		115,000		1,150	1,150	0.48%
	8/20/2014	CD 4176804344	Landmark Bank	50.00%	10/20/2016		1,000,000		631	631	0.50%
	9/5/2014	CD 4176804229	Landmark Bank	0.30%	12/5/2014		1,000,000		757	757	0.30%
	9/16/2014	3135GOGH1	Fannie Mae	0.38%	3/16/2015		1,000,000		1,875	1,875	0.60%
	9/19/2014	3134G4WJ3	FHLMC	0.63%	9/19/2016		1,000,000		3,125	3,125	0.56%
Total							\$ 15,347,367	\$ 3,824,986	\$ 32,214	\$ 3,857,181	

Cash/Investment Type	Balance 12/31/2013	Balance 3/31/2014	Balance 6/30/2014	Balance 9/30/2014	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 2,996,707	\$ 2,941,130	\$ 2,441,318	\$ 2,441,522	14.57%	50.00%
Certificates of Deposit	3,010,492	4,513,235	4,507,216	4,511,526	26.92%	50.00%
US Agency	5,288,597	5,270,451	4,523,129	5,520,060	32.93%	50.00%
US Treasury	1,020,036	1,016,733	1,013,394	1,010,018	6.03%	50.00%
Texas Subdivisions	2,025,074	3,075,373	3,055,974	3,277,842	19.56%	50.00%
Total	\$ 14,340,906	\$ 16,816,922	\$ 15,541,031	\$ 16,760,967	100.00%	



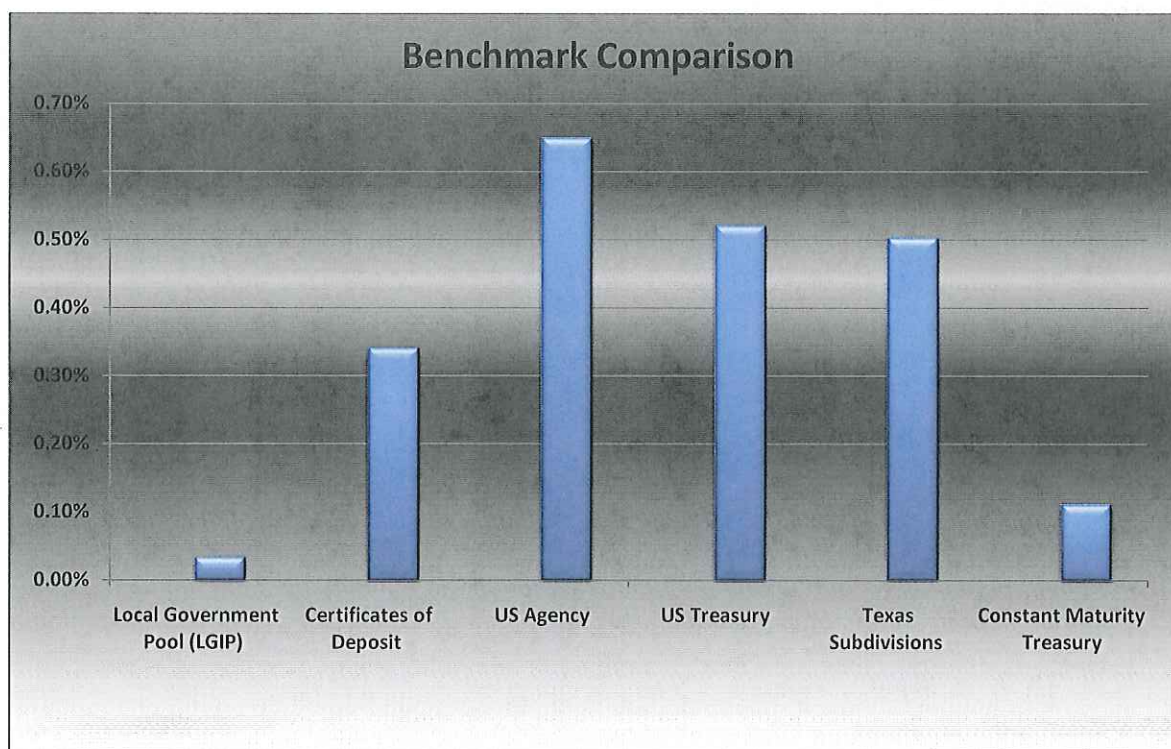
Maturity Time Frame	Balance 12/31/2013	Balance 3/31/2014	Balance 6/30/2014	Balance 9/30/2014	Percent of Portfolio
Within 1 month	\$ 2,996,707	\$ 5,200,411	\$ 2,441,318	\$ 2,441,522	14.57%
2-3 Months	1,005,080	-	1,292,313	1,002,254	20.55%
4-6 Months	2,271,215	1,291,446	1,001,496	1,257,587	28.05%
7 Months - 1 year	2,292,281	2,257,011	3,269,255	4,547,321	55.18%
1 year - 2 years	4,299,539	6,529,768	3,493,036	1,517,211	64.23%
2 years - 3 years	1,476,084	1,538,287	3,041,449	2,968,795	81.94%
3 years - 4 years	-	-	1,002,164	3,026,640	100.00%
4 year - 5 years	-	-	-	-	100.00%
	\$ 14,340,906	\$ 16,816,923	\$ 15,541,031	\$ 16,761,329	

Liquidity Indicator					Maximum Allowable
Weighted Average Maturity	375.82	425.00	441.92	414.94	500.00



Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
9/30/2014	Tex-Pool	TexPool		0.03%	\$ 89	\$ -	\$ 89
9/30/2014	TexStar	TexSTAR		0.03%	115	-	115
7/2/2014	CD 4176804435	Landmark Bank	0.28%	0.28%	698	8	706
7/11/2014	CD 4176804278	Landmark Bank	0.30%	0.30%	749	8	757
8/20/2014	CD 4176804344	Landmark Bank	0.50%	0.50%	631	-	631
9/5/2014	CD 4176804229	Landmark Bank	0.30%	0.30%	757	-	757
9/30/2014	CD 4176804781	Landmark Bank	0.32%	0.32%	-	18	18
9/28/2014	CD 4176803858	Landmark Bank	0.35%	0.35%	1,474	(581)	893
8/7/2014	3130A0WJ5	FHLB	1.02%	0.95%	5,100	(2,726)	2,374
8/15/2014	590741X33	Mesquite, TX	2.00%	0.48%	1,400	(1,233)	167
8/15/2014	796456DW8	St. Augustine TX ISD	1.21%	0.65%	2,500	(1,681)	819
8/15/2014	667825RN5	Northwest ISD	4.60%	0.55%	8,050	(7,574)	476
8/15/2014	590741V76	Mesquite, TX	2.00%	0.48%	1,150	(1,013)	137
9/30/2014	623742EJ8	Mt Vernon ISD	4.00%	0.25%	227	(63)	164
9/1/2014	052396B23	Austin, TX CO	0.71%	0.53%	4,275	(3,987)	288
9/16/2014	3135GOGH1	FNMA	0.38%	0.60%	1,875	(392)	1,483
9/19/2014	3134G4WJ3	FHLMC	0.63%	0.56%	3,125	(1,665)	1,460
9/30/2014	914729JM1	Univ. of N Texas	4.50%	0.55%	-	348	348
9/30/2014	313371VFO	FHLB	1.63%	0.44%	-	1,104	1,104
9/30/2014	129703EQ3	Calhoun Cnty TX ISD	3.00%	0.38%	-	460	460
9/30/2014	129703ER1	Calhoun Cnty TX ISD	3.00%	0.57%	-	724	724
9/30/2014	912828NLO	Treasury Note	1.88%	0.52%	-	1,416	1,416
9/30/2014	3134G5D44	FHLMC	1.25%	1.25%	-	2,123	2,123
9/30/2014	3130A1LJ5	FHLB	1.63%	0.45%	-	1,540	1,540
9/30/2014	54810C6X3	LCRA	5.00%	0.61%	-	456	456

\$ 32,215 \$ (12,711) \$ 19,504





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. I. 1.

Meeting Date: 10/20/2014

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Keep Sherman Beautiful Commission (1)

Issue:

There is currently one vacancy on the Keep Sherman Beautiful Commission. Joshua Shelton, Heather Sahr, and Patti Cernero have submitted applications for service on the Board.

Background:

The Keep Sherman Beautiful Commission promotes public interest in the general improvement of the environment of the City and initiates, plans, directs, and coordinates programs for litter control in conjunction with and in cooperation with citizens, government, businesses, and industries within the City.

Origination:

This agenda item originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to consider an appointment for the Commission.

Alternatives:

The Council could choose not to make an appointment to the Keep Sherman Beautiful Commission.

Attachments

Roster

Fact Sheet

Applicant List

Joshua Shelton Application

Heather Sahr Application

Patti Cernero Application

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: 2 Years

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Jennifer Thompson Recording Secretary	4	11/4/2013	1/1/2016*	1	2 Year Term
Michael Deen	2	11/4/2013	1/1/2016*	1	2 Year Term
Karen Tooley	4	11/4/2013	1/1/2016*	1	2 Year Term
Lauren Roth Chairperson	4	11/4/2013	1/1/2016*	1	2 Year Term
Angela Krieger	1	11/4/2013	1/1/2016*	1	2 Year Term
Dusty Payne	3	11/4/2013	1/1/2016*	1	2 Year Term
Vacant					2 Year Term

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

* Initially the terms will be for more than two years, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year.

Chairperson

NOTE: Chairperson serves one year terms

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
Lauren Roth	11/5/2013	1/1/2015**	1

** Initially the Chairperson's term will be for more than one year, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year

FACT SHEET

KEEP SHERMAN BEAUTIFUL COMMISSION

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

1. Number of Members: SEVEN (7)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE YEARS
4. Qualifications for Membership: INTEREST IN KEEPING SHERMAN BEAUTIFUL; DEDICATION TO IMPLEMENTATION OF ASSIGNED PROJECTS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON A VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED

7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: BI-MONTHLY AT 5:30 P.M. OR WHEN CALLED
9. Attendance Requirements: IF A COMMISSION MISSES TWO MEETINGS WITHOUT NOTICE AND/OR WITHOUT GOOD CAUSE WITHIN A CALENDAR YEAR, AFTER WRITTEN NOTIFICATION BY THE CHAIRMAN, HE/SHE SHALL AUTOMATICALLY RELINQUISH HIS/HER PLACE ON THE COMMISSION

=====

PURPOSE:

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

RESPONSIBILITIES:

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

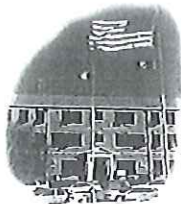
APPLICANT LIST

Keep Sherman Beautiful Commission

Positions Vacant 1

Applicant	Address	District	Qualifications
Joshua Shelton	1811 W. College	1	World Financial Group
Heather Sahr	No address given		KXII
Patti Cernero	2409 Creekbend Circle	1	n/a

COMMENTS:



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP

RECEIVED
SEP 2014
CITY CLERK'S
OFFICE

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Joshua Shelton

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Keep Sherman Beautiful Commission

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1811 W College
Mailing Address: same
Telephone: (225) 718-8243 Fax: _____
E-Mail: sheltonjd18@yahoo.com
Sherman Resident for 30 years County: Grayson
Drivers License No.: 18495710
Voter Registration No.: 1025105315 ✓

Occupational Information

Business Name: World Financial Group
Occupation: Agent
Address: _____
Telephone: (225) 718-8243 Fax: _____
E-Mail: _____

Which Council District do you live in? (see attached map) 1 ✓

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? _____

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Grayson

☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - No

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I'm young energetic very excited to be a resident of Sherman, feel as though it can be a vibrant city that has a urban look but country town closeness and warmth

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

- 1) *Bringing life to the downtown area - more lights, better landscaping, family attractions besides "Hot Summer Nights", variety of restaurants, museums, aquariums, music, people*
- 2) *Community Pride - Conduct more contest in each district for yard of the month/year and then have those four district winners compete such as in a play off format*
- 3) *Renovate the Historical district - there are some lovely homes, nice catholic church, remodel the duplexes on Crockett, add larger signs to invite visitors or even residents to tour the Historical District*

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

*Motivational Speaker, Customer Service Training, Psychology Training
Licensed Financial Insurance Agent of Texas*

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____

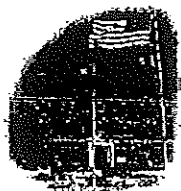
Joshua D. Shelton

Date: _____

9-11-2014

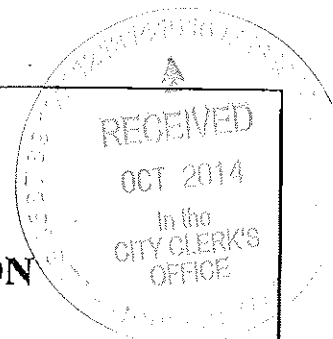
In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Heather Sahr

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Keep Sherman Beautiful

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: _____
Mailing Address: 4201 Texoma Parkway
Telephone: 952-237-6789 Fax: _____
E-Mail: heather.sahr@kxii.com
Sherman Resident for 5 years County: Grayson
Drivers License No.: _____
Voter Registration No.: _____

Occupational Information

Business Name: KXII-TV
Occupation: NEWS Anchor
Address: _____
Telephone: 903-891-1226 Fax: _____
E-Mail: _____

Which Council District do you live in? (see attached map) _____

Prior work experience: (please include dates)

KXII-TV: NEWS reporter
City of Mesquite, Texas: Marketing Specialist

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2005

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: University of Minnesota ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

United Way of Grayson County Board member, May 2014 - present
Bryan Co. Domestic Violence Task Force 2012 - present

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I enjoy spending time outdoors and taking advantage of Sherman's many outdoor facilities. I would love to be part of its continued beautification for

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) I believe there are many opportunities to improve the look of Downtown Sherman. It's personally my favorite, of the city and full of history.

I think continuing to make updates and slight cosmetic adjustments will improve its overall look.

Spreading the word! Working for the media. I think I would be a good asset to the board by helping improve communication and inform the public about events and activities.

3) I enjoy discussing new ideas and brainstorming positive changes. This seems like a fun opportunity to do good things for the City.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Social media training, graphic design, print, web

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: _____

Statement of Intent

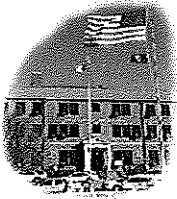
I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Heather Sch

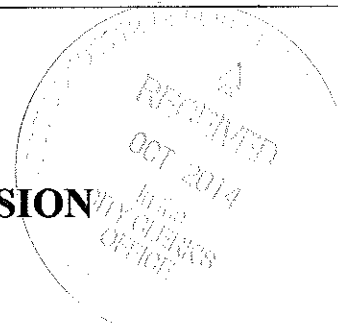
Date: 10/15/14

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name:

Patricia Cernero (Patti)

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Keep Sherman Beautiful Commission

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 2409 Creek Bend Circle
Mailing Address: Sherman, TX 75092
Telephone: 903-870-8354 Fax: N/A
E-Mail: pcernero7@yahoo.com
Sherman Resident for 58 years County: Grayson
Drivers License No.: 07359984
Voter Registration No.: 1024937778 ✓

Occupational Information

Business Name: N/A
Occupation: _____
Address: _____
Telephone: _____ Fax: _____
E-Mail: _____

Which Council District do you live in? (see attached map) 1 ✓

Prior work experience: (please include dates)

Texas Nat'l Park 1979-1983, Old America Stores Corporate 1989-1997 - Buyer
Three Hands Corp, Showroom Mgr - 2000-2006, Ambella Home 2007-2009 Customer
Service Rep 2007-2009, Midwest - CBK - Asst. Showroom Manager 2010-2013

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1972
Business College, Correspondence School, Adult Education, Other? BCC - 2 yrs
Name of College/University: Grayson County Junior College ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - No

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I have been a lifelong Resident of Sherman and am deeply interested in the continuing betterment of the City's environment & beauty. This is "my town" and I would love to be involved in the progress & growth of Sherman.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

- 1) Roadside trash - I've noticed while driving down 82 & 75 the unacceptable amount of trash carelessly thrown on the roadside - getting groups of citizens (young & old) together to educate & make a conscious effort not to throw trash out - forming clean up groups*
- 2) in conjunction with #1, educating about Recycling - supplying trash & Recycling bags*
- 3) Cleaning up and pushing for demolition of ^{abandoned} eyesores on Business 75 (Texoma Hwy)*

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I have been in the decor/gift industry for many years & feel my creative knowledge would be an asset as well as the fact that I am well acquainted with Sherman, TX.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

None

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____

Date: _____

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. N.

Meeting Date: 10/20/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2014 Council Calendar

2014

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

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

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

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

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

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

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

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

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

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

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

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

1/17/2014	Joint Meeting w/SEDCO Board - Panda Tour - Canceled
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