

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 6, 2014
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER DAVID PLYLER**
- A. 3. INVOCATION BY COUNCIL MEMBER DAVID PLYLER**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 15, 2014 AND THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH THE SEDCO BOARD) OF SEPTEMBER 16, 2014**

Public Hearing

- B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5859**
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 that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5860**
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 that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Close Public Hearing and Consider Adoption of Ordinances

- B. 3. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 5859 and 5860

B. 4. CONSENT AGENDA

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

Resolutions

C. 1. * RESOLUTION NO. 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-Ways

C. 2. 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

C. 3. RESOLUTION NO. 5887

Authorizing Execution of an Integrated Supply Agreement with AME168, Inc., d/b/a NAPA Auto Parts

C. 4. * 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

C. 5. * 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)

C. 6. * 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)

C. 7. * 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)

C. 8. * 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)

- C. 9. *** RESOLUTION NO. 5893**
Authorizing the Purchase of a Crafcro Super Shot 125 Crack Sealer for the Street Maintenance Department from Crafcro Texas, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- C. 10. *** 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)
- C. 11. *** 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)
- C. 12. *** 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)
- C. 13. *** 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

Other Business

- D. 1. **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
- D. 2. *** OTHER BUSINESS**
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
- E. **CITIZEN REQUESTS**
- F. **MEDIA QUESTIONS**

Consider Board/Commission Appointments

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

H. COUNCIL COMMENTS

Executive Session

I. 1. EXECUTIVE SESSION

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

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

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

Section 551.074 Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:

(a) Sherman Economic Development Corporation Board of Directors (2)

The Council reconvenes into General Session

J. 1. OPEN MEETING

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

K. 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 2, 2014 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 2nd 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: 10/06/2014

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 15, 2014 AND THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH THE SEDCO BOARD) OF SEPTEMBER 16, 2014

Attachments

September 15, 2014

September 16, 2014

SEDCO Work Program

SEDCO Highlights - 2013-2014

SEDCO Budget

SEDCO Infrastructure Projects

STATE OF TEXAS

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September 15, 2014

COUNTY OF GRAYSON

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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 September 15, 2014.

MEMBERS PRESENT:

MAYOR CARY WACKER; DEPUTY MAYOR ROBERT
SOFTLY.

COUNCIL MEMBERS DAVIS, JOHNSON, SOFEY, WATT.

MEMBERS ABSENT:

COUNCIL MEMBER PLYLER.

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 Jason Sofey.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council Meeting of September 2, 2014. Council Member Davis moved to approve the Minutes as presented; Second by Council Member Johnson. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Wacker introduced Ordinance 5828 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT IN THE 3600 BLOCK OF LOY LAKE ROAD AND THE 900 BLOCK OF EAST PECAN GROVE ROAD; ABRAHIM ABU SARRIS FAMILY, LP, OWNERS; BRAD ANDRUS, PROSPECTIVE BUYER; HOMEYER ENGINEERING, INC. (ENGINEER); AND UNDERWOOD DRAFTING AND SURVEYING (SURVEYORS); PROVIDING FOR A REPEALER.

ORD 5828

ZONE CHANGE

Robert Minshew, 206 W. Belden, asked the Council to approve the zone change to make this property zoned the same as the other properties surrounding it. He said all surrounding properties are currently zoned C-1 and they would like this property zoned accordingly.

No other citizens appeared before the City Council to discuss Ordinance 5828.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5828

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE

ORD 5828

ZONE CHANGE

NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT IN THE 3600 BLOCK OF LOY LAKE ROAD AND THE 900 BLOCK OF EAST PECAN GROVE ROAD; ABRAHIM ABU SARRIS FAMILY, LP, OWNERS; BRAD ANDRUS, PROSPECTIVE BUYER; HOMEYER ENGINEERING, INC. (ENGINEER); AND UNDERWOOD DRAFTING AND SURVEYING (SURVEYORS); PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Council Member Sofey to approve Ordinance No. 5828, as presented. Second by Council Member Johnson.

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

VOTING NAY: None.

MOTION CARRIED.

ADOPTION OF ORDINANCE NO. 5823

Ordinance 5823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2014; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A REPEALER.

ORD 5823
LEVY OF AD
VALOREM TAXES

Mayor Wacker said this is the final step in approving the proposed tax rate.

ACTION TAKEN.

Motion by Council Member Watt to approve Ordinance No. 5823, as presented. Second by Council Member Sofey.

VOTING AYE: Wacker, Johnson, Sofey, Softly, Watt.

VOTING NAY: Davis.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5879 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO ALTERA HIGHLAND, LLC FOR THE PLACEMENT OF TWO LEASING SIGNS IN THE STREET RIGHT-OF-WAY AT 300 NORTH HIGHLAND AVENUE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO ALTERA HIGHLAND, LLC FOR THE PLACEMENT OF TWO LEASING SIGNS IN THE

RES 5879
ENCROACHMENT
EASEMENT FOR
LEASING SIGNS
(300 N. HIGHLAND)

COUNCIL MINUTES – SEPTEMBER 15, 2014

STREET RIGHT-OF-WAY AT 300 NORTH HIGHLAND AVENUE.
CONSENT AGENDA.

RESOLUTION NO. 5880 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT WITH NATIONAL AUTO COLLISION REPAIR TO CONSTRUCT A SEWER SERVICE LINE WITHIN THE STREET RIGHT-OF-WAY OF SYCAMORE STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT WITH NATIONAL AUTO COLLISION REPAIR TO CONSTRUCT A SEWER SERVICE LINE WITHIN THE STREET RIGHT-OF-WAY OF SYCAMORE STREET.

CONSENT AGENDA.

RES 5880
ENCROACHMENT
EASEMENT FOR
SEWER SERVICE LINE
(SYCAMORE STREET)

RESOLUTION NO. 5881 – AUTHORIZING THE EXECUTION OF DEEDS FOR THE RESALE OF PROPERTIES WITHIN THE SHERMAN CITY LIMITS SEIZED FOR DELINQUENT TAXES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF DEEDS FOR THE RESALE OF PROPERTIES WITHIN THE SHERMAN CITY LIMITS SEIZED FOR DELINQUENT TAXES.

CONSENT AGENDA.

RES 5881
RESALE OF
PROPERTY SEIZED
FOR DELINQUENT
TAXES

RESOLUTION NO. 5882 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER INCORPORATED FOR THE CHERRY PARK PUMP STATION WELL REPAIRS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER INCORPORATED FOR THE CHERRY PARK PUMP STATION WELL REPAIRS.

CONSENT AGENDA.

RES 5882
CHERRY PARK
PUMP STATION
REPAIRS

RESOLUTION NO. 5883 – AMENDING THE 2013-2014 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2013, THROUGH SEPTEMBER 20, 2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2013-2014 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2013, THROUGH SEPTEMBER 30, 2014.

RES 5883
BUDGET
AMENDMENT

Robby Hefton, Assistant City Manager/CFO, explained that the budget amendment reconciles the expenditures and the budgeted expenditures at the end of each year to make sure that the actual expenditures are within the City's authority.

This year the majority of the budget amendment relates to additional monies needed in the group health fund to fund

COUNCIL MINUTES – SEPTEMBER 15, 2014

the claims that have occurred this year. There are some additional minor changes in the other funds.

ACTION TAKEN.

Motion by Council Member Johnson to approve Resolution No. 5883, as presented. Second by Council Member Watt.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5884 – ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN.

CONSENT AGENDA.

RES 5884
INVESTMENT POLICY

REQUEST TO ADVERTISE

GALLAGHER WATER TOWER PAINTING AND REPAIR

The City Council approved a request to advertise for bids to repair and repaint the Gallagher Elevated Water Storage Tank. The project is in the FY 2014-2015 Capital Improvement Program as a Utility Services project.

CONSENT AGENDA.

REQ TO ADVERTISE
WATER TOWER
PAINTING & REPAIR

OTHER BUSINESS

CONSIDER REQUEST OF THE AUSTIN COLLEGE KAPPA GAMMA CHI TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE 2014 'ROO RUN ON SATURDAY, OCTOBER 18, 2014 WITH A RAIN DATE OF SATURDAY, NOVEMBER 1, 2014

Cathryn Yarborough, 900 N. Grand, Suite 61329, was available to answer any questions the Council might have.

CLOSE STREETS
FOR 'ROO RUN
(OCT. 18, 2014)

ACTION TAKEN.

Motion by Council Member Sofey to approve the request of the Austin College Kappa Gamma Chi to temporarily close certain streets for the 2014 'Roo Run on October 18, 2014, with a rain date of November 1, 2014, as presented. Second by Deputy Mayor Softly.

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

VOTING NAY: None.

ABSTAIN: Wacker.

MOTION CARRIED.

FINAL PLAT APPROVAL OF SHERMAN CARWASH ADDITION, BEING 3.127 ACRES IN THE HILLARD JENNINGS SURVEY, ABSTRACT NO. 639; IBRAHIM ABU SARRIS FAMILY, LP, OWNER; BRAD ANDRUS, PROSPECTIVE BUYER; HOMEYER ENGINEERING, INC., ENGINEERS; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYORS (3600 BLOCK OF LOY LAKE ROAD AND THE 900 BLOCK OF EAST PECAN GROVE ROAD)

The City Council approved the Final Plat for the Sherman Carwash Addition, located in the 3600 block of Loy Lake

APPROVE FINAL PLAT
SHERMAN CARWASH
ADDITION
(3600 BLOCK OF LOY
LAKE RD & 900 BLOCK
OF E. PECAN GROVE
RD)

COUNCIL MINUTES – SEPTEMBER 15, 2014

Road and the 900 block of East Pecan Grove Road, between Pecan Grove Road and Sara Swamy Drive.

The owners would like to plat the 3.127 acre tract into two lots for commercial development. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

CONSENT AGNEDA.

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS

PARKS AND RECREATION ADVISORY BOARD (2)

ACTION TAKEN.

Motion by Council Member Sofey to reappoint Rhonda McCollum and Jencie Bolin to the Parks and Recreation Advisory Board for a term from October 2, 2014 to October 2, 2016. Second by Council Member Watt.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

AUTUMN & ARTS FEST

Council Member Davis said Autumn & Arts Fest is scheduled for this weekend, and there will be lots of entertainment. The event begins with a Pancake Breakfast at the Methodist Church.

ANNUAL BUDGET

Council Member Johnson thanked the staff and the City Council for a great budget year. He said the process has been hard, but he was looking forward to positive signs in the future. He felt the City was moving in the right direction.

ANNUAL BUDGET

Council Member Sofey agreed with Council Member Johnson concerning the budget.

AUTUMN & ARTS FEST

Mayor Wacker reminded citizens that there were many activities scheduled for this weekend. The day will begin with the Pancake Breakfast and a run, and will end with a performance at the Finley Playhouse entitled "Wyatt Earp: Life on the Frontier."

PRESCRIPTION DRUG TAKE-BACK

Mayor Wacker said the Sherman Police Department will sponsor a prescription drug take-back day on Saturday, September 27, 2014, from 10:00 a.m. until 2:00 p.m. Drop-off sites will be the Police Station on Travis Street or at

CITIZENS REQUESTS

MEDIA QUESTIONS

PARKS &
RECREATION
BOARD

AUTUMN &
ARTS FEST

ANNUAL BUDGET

ANNUAL BUDGET

AUTUMN &
ARTS FEST

PRESCRIPTION
DRUG TAKE-BACK

Sherman Town Center, near Target. The Department will be working with the Drug Enforcement Administration of the United States Justice Department for the event, which allows the public to turn-in unused or expired medications for safe disposal.

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 551.087 **DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS:
DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM BUSINESS PROSPECTS AND DELIBERATE ANY OFFERS OR INCENTIVES TO THOSE BUSINESS PROSPECTS**

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

On Motion duly made and carried, the Executive Session recessed at 7:04 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

ADJOURNMENT
On Motion duly made and carried, the meeting adjourned at 7:06 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

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September 16, 2014

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BE IT REMEMBERED THAT A Joint Meeting of the Sherman City Council and the Sherman Economic Development Corporation was begun and held in the City Council Chambers on September 16, 2014.

COUNCIL MEMBERS PRESENT: Mayor Cary Wacker; Deputy Mayor Robert Softly.
Council Members Davis, Johnson, Sofey, Watt.

COUNCIL MEMBERS ABSENT: Council Member Plyler.

SEDCO MEMBERS PRESENT: Chris Pendergrass, Brooks Hull, Dean Gilbert, Jr., David Key, Willie Steele, Cary Wacker (Ex-Officio), George Olson (Ex-Officio), Jason Sofey (Ex-Officio).

SEDCO MEMBERS ABSENT: Al Hambrick (Ex-Officio), David Plyler (Ex-Officio).

CITY STAFF PRESENT: George Olson, City Manager; Robbie Hefton, Assistant City Manager/CFO; Brandon Shelby, City Attorney; Don Keene, Director of Community and Support Services; Clay Barnett, Director of Public Works; Mary Lawrence, Controller; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

SEDCO STAFF PRESENT: Scott Connell, President; Frank Gadek, Executive Vice President; Stacey Jones, Economic Development Coordinator.

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open, Recognition of Guests and Visitors

SEDCO WORK PROGRAM 2014-2015

SEDCO President's Presentation of the 2014-2015 Work Program

SEDCO WORK PROGRAM 2014-2015

SEDCO Board to Consider Approval of the SEDCO Work Program 2014-2015

SEDCO WORK PROGRAM 2014-2015

City Council to Discuss and Consider Approval of the SEDCO Work Program 2014-2015

SEDCO BUDGET 2014-2015

SEDCO President's Presentation of the SEDCO Budget 2014-2015

SEDCO BUDGET 2014-2015

City Council to Discuss and Consider Approval of the 2014-2015 SEDCO Budget

OTHER BUSINESS

Bus Tour of Progress Park

ADJOURNMENT

COUNCIL MINUTES -- SEPTEMBER 16, 2014

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN, RECOGNITION OF GUESTS AND VISITORS

Mayor Wacker called the meeting to order at 12:01 p.m., declared a quorum present, and opened the City Council Meeting. Chris Pendergrass, Chairman of the Sherman Economic Development Corporation, declared a quorum present, and opened the SEDCO Meeting.

SEDCO WORK PROGRAM 2014-2015

SEDCO PRESIDENT'S PRESENTATION OF THE 2014-2015 WORK PROGRAM

Scott Connell, Sherman Economic Development Corporation President, presented a packet that included the proposed 2014-2015 Work Program, highlights from last year's work program, the proposed budget, a list of infrastructure projects, and a map of Progress Park.

He explained that as SEDCO continues each year, their overall mission doesn't change. Their goal is to attract industry and jobs to the marketplace. How they do that each year is refined based on their experiences, opportunities in the marketplace, and issues they need to deal with. Mr. Connell said there are not a lot of changes in the new proposed program.

Mr. Connell introduced Stacey Jones, new Economic Development Coordinator with SEDCO. Ms. Jones will handle some of the outreach with the local industries.

Mr. Connell outlined SEDCO's seven goals to promote capital investment and jobs. He said Sherman is blessed with a great diversity in industry and SEDCO works to retain and expand the existing primary employers. They also work to recruit targeted national and international primary employers and target DFW Metroplex allies to help attract business investment. Retail sales taxes are an important component of income for Sherman and SEDCO continues to establish the community as a retail market center.

He added that SEDCO owns real estate and they need to manage that property while attracting commercial real estate investments. They have also included projects to upgrade the infrastructure to enhance Sherman's quality of place. SEDCO works to raise the profile of Sherman in local, state, national, and international markets. This allows them to compete for investment and projects that might even be considering an international location.

Mr. Connell said Goal A, to retain and expand existing primary employers is a key component of what SEDCO does. He said Ms. Jones will be leading the business retention program in the future. SEDCO has completed several expansion projects for companies over the last few years and a primary goal is to find ways to help local industries reinvest in the community. They also work to tailor incentives to fit the needs and issues of the specific industries. Small projects get a small incentive and big projects get a bid incentive. He added that almost every industrial company in this market has expanded in Sherman in the last five years, as opposed to somewhere else in their system.

Since so many industries have expanded, a key issue this year will be to reduce SEDCO's target capital investment to \$25 million. The previous target capital investment was at \$40 million, however they felt today, \$25 million was more reasonable for the future. Fifty jobs of median wage and the retention of jobs are still included in the target. He clarified that "retention of jobs" is what a company claims they will hold or maintain in their contract, if they are adding new jobs. He felt it was important to get the industry to commit to retaining the jobs. Sherman has not seen much of a reduction in employees with the expansions.

Mr. Connell said for Goal B, SEDCO has made a few changes in the target numbers to recruit targeted national and international primary employees. A lot of marketing is done to attract industry and a key issue is to interface with location consultants that are hired by companies to find locations. This is the

COUNCIL MINUTES -- SEPTEMBER 16, 2014

face-to-face conversations more than advertising. SEDCO also works through state groups such as Texas One and Team Texas, as well as Consultant Connect.

SEDCO has worked on a site redesign and the current annual report is an example of the high quality report that is being produced by the new marketing firm. The website will be revamped in the next year and will offer additional information for companies and "give a great face" to the community.

Council Member Watt said industry is SEDCO's main focus, but he asked if they maintained any contacts in the entertainment or amusement industry. Sherman no longer has a bowling alley and he asked if there was any discussion about that.

Mr. Connell said he saw that as part of SEDCO's retail strategy. They have not been pro-active about retail. They are reactive all the time and will assist with data such as traffic counts or information. They will continue to invest in market studies and data that these retail developments would use. The Board has not instructed them to move forward on a pro-active basis but a lot of communities do. SEDCO has worked with developers, who design new properties and provide marketing to find the actual retailers.

He added that many Texas communities do go after the retail sector as a core part of their economic development. It can be time consuming, and SEDCO must be sure they stay with their core mission, but they have also spent some time discussing incentives and how they would be used to attract retail development. They are currently working with some retailers. He felt entertainment would fall under the retail category and said they need to make sure they continue to grow. He added that leisure and hospitality are more than 10% of the workforce in Grayson County.

Mr. Connell said Goal C targets the DFW Metroplex allies to attract business investments. Sherman is a part of the metro area but is also very different. They work with the Dallas marketing team and a lot of brokerage activity comes through firms in the Dallas area.

SEDCO will be hosting an economic development conference on October 8, 2014 at Austin College. The keynote speaker will be Paul O'Donnell, Editor in Chief of the Dallas Business Journal. This will give Sherman an opportunity to tell their story to a broader audience.

Mayor Wacker added that Panda Energy was recognized by the Dallas Business Journal as the green business deal of the year for North Texas last year. Mr. Connell said the Dallas Business Journal has reported on Panda Energy several times.

Mr. Connell said Goal D concerns the retail market center and the goal is to build those bridges of data. They continue to work with the Dallas developers who also show interest in investing in locations such as Sherman.

Goal E concerns managing SEDCO's real estate and attracting private developments. SEDCO has invested in a new website to manage the property and help market it. The website, www.shermansites.com includes SEDCO property, as well as other commercial real estate in the market. They need a variety of different product capabilities, size, cost, office, industrial, and retail. How can SEDCO help grow to attract a variety of different businesses? He said that economic development is the real estate business.

Mr. Connell said SEDCO owns 600 acres of property in Progress Park. SEDCO takes a developer approach to Progress Park. If a road needs to be repaired or a water line needs to be extended, they want to be sure the product being created supports the companies that are already there and creates a

COUNCIL MINUTES -- SEPTEMBER 16, 2014

better environment to attract the next company. SEDCO makes a large investment annually in infrastructure and partnered with the City to fund these projects.

Mr. Connell said Goal F follows this with an investment in projects that enhances Sherman's quality of place. He said SEDCO has a great relationship with City staff and have partnered with them on several infrastructure projects.

According to Mr. Connell, the corridors into and out of a community are keys to driving investment and U.S. Hwy 75, S.H. 289, and U.S. Hwy 82 are a major network of roadways and Sherman needs to capitalize on them.

SEDCO has also had requests and opportunities to help entrepreneurs over the past year, such as 903 Brewers. Some of the opportunities have been tied to the downtown area. The Board has not addressed any specific policies, but they are glad to be a resource. He said they may not be funding the projects, but they can help with some items and have added an action step to partner with local agencies to support entrepreneurs and new businesses.

Mr. Connell said Goal G is a relationship goal to raise Sherman's profile in local, state, national, and international markets and to work with their partners. SEDCO is currently looking at using the Youth Center for a business purpose, and are talking with their local partners as to how it needs to work.

SEDCO is ultimately a marketing group and that is found in every goal. Over the next year there will be significant upgrades in the marketing aspects of SEDCO. He added that local citizens need to know what is happening as well as other bigger outlets, because you never know where the next lead will come from.

SEDCO WORK PROGRAM 2014-2015

SEDCO BOARD TO CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2014-2015

Mr. Hull said he is a big advocate of the business visitation program to help retain and expand local businesses. He would like to include City staff, as well as SEDCO Board Members, in those visits. He felt it would even be beneficial to include a City Council Member in the visits, to show the importance of the partnership. He felt it was important to show the community this partnership too.

He also said that on every goal, except the last one, it says an economic impact analysis should be prepared. Mr. Hull suggested that these analyses not only be prepared, but presented in a forum. When appropriate, he suggested presenting it to the community to help them understand what SEDCO actually does.

ACTION TAKEN.

Motion by SEDCO Member Hull to approve the SEDCO Work Program for FY 2014-2015, as presented. Second by SEDCO Member Gilbert.

VOTING AYE: Pendergrass, Hull, Gilbert, Key, Steele.

VOTING NAY: None.

MOTION CARRIED.

SEDCO WORK PROGRAM 2014-2015

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2014-2015

Mayor Wacker also ask for a motion to approve SEDCO's Work Plan.

COUNCIL MINUTES -- SEPTEMBER 16, 2014

ACTION TAKEN.

Motion by Council Member Sofey to approve the SEDCO Work Program for FY 2014-2015, as presented. Second by Council Member Watt.

VOTING AYE: Wacker, Davis, Johnson, Sofey, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

SEDCO BUDGET 2014-2015

SEDCO PRESIDENT'S PRESENTATION OF THE SEDCO BUDGET 2014-2015

Mr. Connell presented the proposed SEDCO Budget for FY 2014-2015 with six years of "back history" to see how the budget has changed over the years. The beginning fund balance is estimated at \$9.1 million or an increase of about 11%. Sales tax revenue is a conservative 2.24% above the current year. Last year there was "other revenue" that was used in planning because there was a site under contract.

Health insurance is the key issue with expenses, and the costs have increased. They are investigating options to lower the cost of the health insurance.

Mr. Connell said in the past, SEDCO has provided training for staff members, however this year they have included some Board Members. He also said the training was available to Council Members too if they were interested.

In the budget, most of the expenses have remained about the same. One key issue it to make sure they are maintaining their computer equipment. Most equipment was purchased at the same time and things are beginning to fail. He said they are trying to make sure they stay ahead of updates.

Mr. Connell said he views things as local versus external and some items may move from one line item to another. There is an increase in retention/expansion because some items, including training, may have rolled over into another line item to better reflect where the money is spent. Money was also moved from the capital line item to a land and infrastructure line item.

Mr. Connell said there are many incentive payments scheduled for the upcoming year, including Panda Energy, Texas Instruments, Tyson, and Emerson. He said these were "success issues" and would constitute a large payout this year for the already approved contracts.

Overall, the proposed budget is close to last year's budget, but Mr. Connell said the key issue is the large number of incentive payouts, which increases from about \$4.8 million in incentive and capital to about \$5 million. The total operating and incentive budget together is approximately \$5.896 million, with an expected ending fund balance of \$6.4 million. The total operating expenses are at \$813,000 or about 4% above last year.

SEDCO BUDGET 2014-2015

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE 2014-2015 SEDCO BUDGET

Mayor Wacker said the SEDCO Board has already approved their budget and asked if Council Members had any questions. There were no questions.

ACTION TAKEN.

Motion by Council Member Davis to approve the SEDCO Budget for FY 2014-2015, as presented. Second by Council Member Sofey.

VOTING AYE: Wacker, Davis, Johnson, Sofey, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL MINUTES – SEPTEMBER 16, 2014

OTHER BUSINESS

BUS TOUR OF PROGRESS PARK

The City Council and SEDCO Members left for a bus tour of Progress Park at 12:42 p.m.

Mr. Connell explained that partnerships are needed to accomplish the various infrastructure projects. The Progress Park Development includes 3,300 acres. By using SEDCO funding they are able to address problems quickly that might be outside the City's budget.

The tour included Progress Park I, which includes FedEx and Southeastern Freight. Progress Park II is outside the Blaylock District and not zoned industrial.

The City Council and SEDCO Members returned from a bus tour of Progress Park at 1:15 p.m.

ADJOURNMENT

There being no further business to come before the City Council or the Sherman Economic Development Corporation, motion was duly made and approved to adjourn the Joint Meeting at 1:15 p.m.

MAYOR

ATTEST

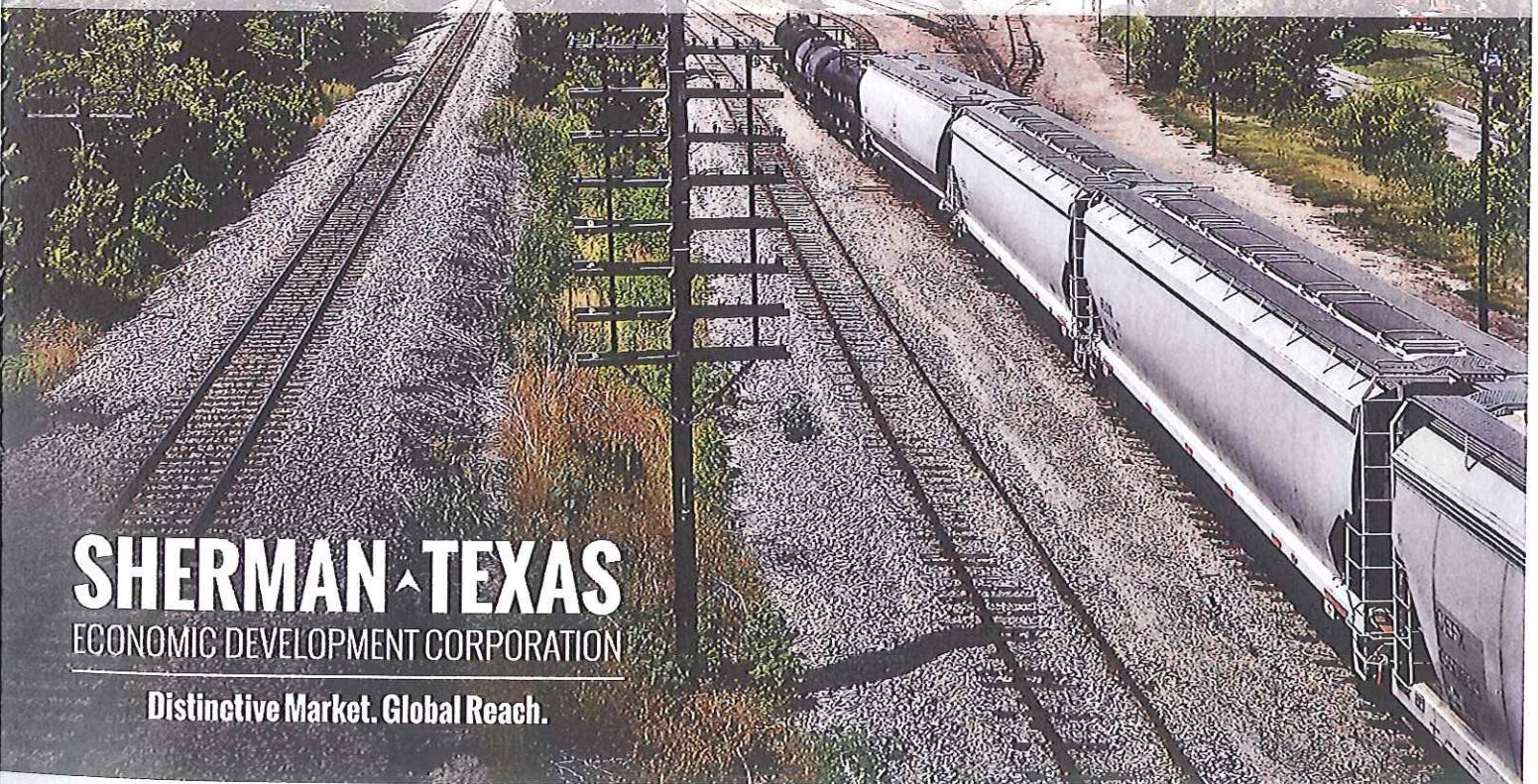
CITY CLERK

SHERMAN ECONOMIC DEVELOPMENT CORPORATION



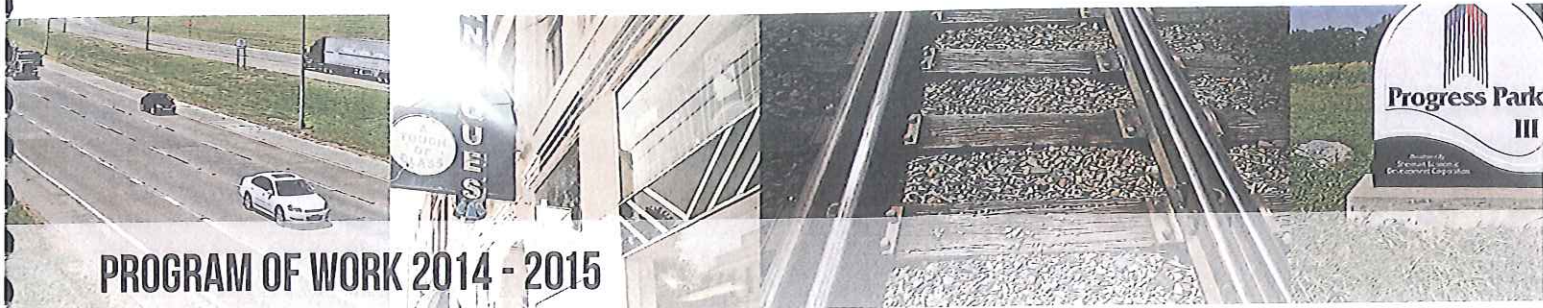
PROGRAM OF WORK

2014 - 2015



SHERMAN TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Distinctive Market. Global Reach.



PROGRAM OF WORK 2014 - 2015

BOARD OF DIRECTORS 2013-2014

Chris Pendergrass
CHAIRMAN

Brooks Hull
VICE CHAIRMAN

Willie Steele
SECRETARY

Dean Gilbert Jr.

David Key

EX OFFICIO MEMBERS

Cary Wacker
MAYOR OF SHERMAN

David Plyler
SHERMAN CITY COUNCIL

Jason Sofey
SHERMAN CITY COUNCIL

George Olson
SHERMAN CITY MANAGER

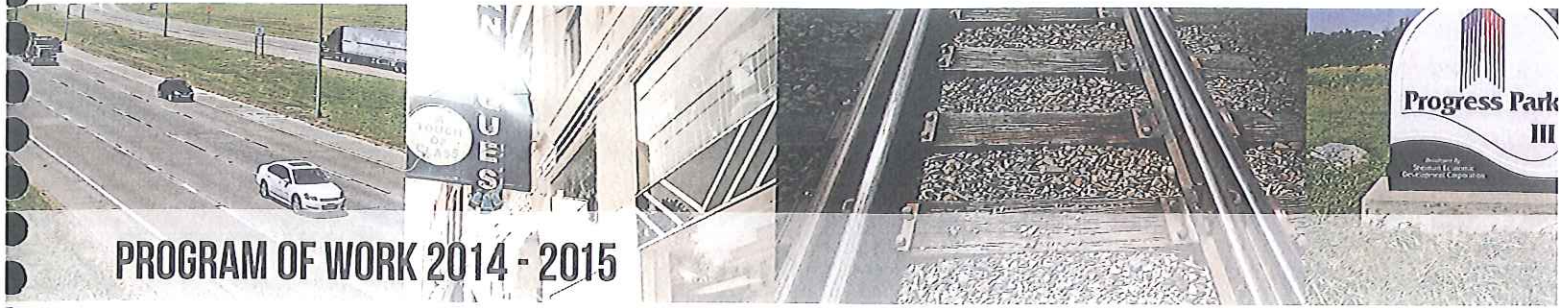
Dr. Al Hambrick
SHERMAN ISD SUPERINTENDENT

STAFF

Scott Connell
PRESIDENT

Frank Gadek
EXECUTIVE VICE PRESIDENT

Stacey Jones
ECONOMIC DEVELOPMENT COORDINATOR



PROGRAM OF WORK 2014 - 2015

SHERMAN ECONOMIC DEVELOPMENT CORPORATION

WORK PROGRAM

2014-2015

MISSION

Grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.

GOALS TO PROMOTE CAPITAL INVESTMENT AND JOBS:

- A ➤** Retain and expand existing primary employers.
- B ➤** Recruit targeted national and international primary employers.
- C ➤** Target DFW Metroplex allies to help attract business investment.
- D ➤** Establish Sherman as a Retail Market Center.
- E ➤** Manage SEDCO real estate and attract commercial real estate investments.
- F ➤** Invest in projects that enhance Sherman quality of place.
- G ➤** Raise Sherman profile in local, state, national and international markets.



PROGRAM OF WORK 2014 - 2015

GOAL A

RETAIN AND EXPAND EXISTING PRIMARY EMPLOYERS

Maintain close relationships through regular contact with existing primary employers. Complete three (3) expansion projects with a total capital investment of \$25,000,000; 50 new jobs (\$15.00 median wage rate); 200 retained jobs.

ACTIONS:

- 1 ➤ Conduct a business retention/expansion program focused on visiting local firms to learn about changes in their operations and to seek ways to help them strengthen their Sherman operations. On a monthly basis, SEDCO staff will visit major employers and key target industries.
- 2 ➤ Host a quarterly Plant Manager's Forum to provide information, encourage dialogue among local industry and discuss issues that affect the local business environment.
- 3 ➤ Support existing industries with tailored incentive agreements to attract new investments and jobs.
- 4 ➤ Initiate two trips to headquarters of local companies.
- 5 ➤ Economic impact analysis to be prepared.

GOAL B

RECRUIT TARGETED NATIONAL AND INTERNATIONAL PRIMARY EMPLOYEES

Recruit targeted national and international primary employers. Attract four (4) new primary employers with a total capital investment of \$40,000,000; 100 new jobs (\$15.00 median wage rate).

ACTIONS:

- 1 ➤ Develop target industry reports highlighting Sherman attributes for technology manufacturing, food & beverage processing, equipment manufacturing, logistics, and business process operations.
- 2 ➤ Focus marketing of available sites and buildings to site locators.
- 3 ➤ Host at least one networking event for allies, commercial brokers and site consultants.
- 4 ➤ Promote and expand real estate listings for GIS website www.ShermanSites.com.
- 5 ➤ Participate in one industry specific trade show to attract new primary employers.
- 6 ➤ Participate in the Texas One, Team Texas and Consultant Connect marketing programs to enhance communications with site locators and increase the scope of our recruitment campaigns of national and international companies.
- 7 ➤ Develop and implement a new coordinated multi-media marketing program that enhances awareness of availability of buildings, sites and city amenities in Sherman.
- 8 ➤ Refine the marketing campaign to highlight economic development success in Sherman.
- 9 ➤ Initiate marketing trips based on results of the coordinated marketing campaign.
- 10 ➤ Support attraction of new industries with tailored incentive agreements for new investment and jobs.
- 11 ➤ Economic impact analysis to be prepared.

GOAL C

TARGET DFW METROPLEX ALLIES TO ATTRACT BUSINESS INVESTMENT

Advance the strategy with DFW allies to attract two (2) businesses with total capital investment of \$10,000,000, 40 jobs (\$15 average wage rate).

ACTIONS:

- 1 ➤** Conduct a coordinated marketing campaign in Dallas-Fort Worth area targeting primary employers.
- 2 ➤** Initiate prospecting trips to the Dallas area with real estate brokers and target industry companies.
- 3 ➤** Host Dallas-Fort Worth area real estate brokers in Sherman to promote Progress Park and other local resources.
- 4 ➤** Actively participate with Oncor, DFW Marketing team and Dallas Regional Chamber to attract investment and jobs.
- 5 ➤** Economic impact analysis to be prepared.

GOAL D

ESTABLISH SHERMAN AS A RETAIL MARKET CENTER

Advance the strategy to attract three (3) Retail or Commercial businesses to Sherman with capital investment of \$5,000,000; 40 jobs.

ACTIONS:

- 1 ➤ Develop and promote research resources about Sherman that assist companies considering investment and make available online.
- 2 ➤ Initiate prospecting trips to the Dallas area based on marketing results.
- 3 ➤ Network with commercial real estate brokers specializing in retail and commercial projects.
- 4 ➤ Support attraction of retail projects with very tailored incentive agreements.
- 5 ➤ Economic impact analysis to be prepared.



PROGRAM OF WORK 2014 - 2015

GOAL E

MANAGE SEDCO REAL ESTATE AND ATTRACT PRIVATE DEVELOPMENTS

Develop, maintain and market Progress Park to attract primary employers that result in sale of 40 acres of property. Attract investment in one new industrial building and one new office/commercial building.

ACTIONS:

- 1 ➤ Advance the marketing program for SEDCO and private sites in Progress Park (www.ProgressParks.com and hard copy).
- 2 ➤ Improve campaign for properties website www.ShermanSites.com and expand offerings of SEDCO and privately owned properties.
- 3 ➤ Work with developers/investors to develop new industrial, office and retail developments in Sherman.
- 4 ➤ Partner with local developers to construct new industrial space in Progress Park.
- 5 ➤ Manage the maintenance of Progress Park to ensure a quality presentation for existing industry and prospective companies.
- 6 ➤ Continue strategic investments in capital improvements for Progress Park.
- 7 ➤ Review strategic investment opportunities that enhance Sherman's ability to attract various types of primary employers.
- 8 ➤ Economic impact analysis to be prepared.



PROGRAM OF WORK 2014 - 2015

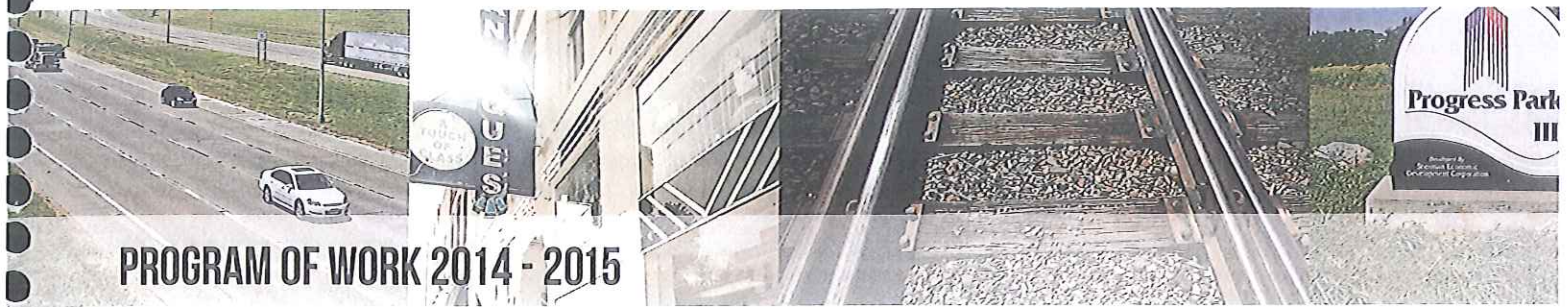
GOAL F

INVEST IN PROJECTS THAT ENHANCE SHERMAN QUALITY OF PLACE

Identify and participate in the funding of community projects that will create an investment environment for attracting primary employers and other businesses.

ACTIONS:

- 1 ➤ Partner with the City of Sherman in funding infrastructure projects that fall within SEDCO's mission and that will create an environment for attracting primary employers and other businesses.
- 2 ➤ Participate with the City of Sherman in funding the continued development of City's GIS mapping system.
- 3 ➤ Partner with local agencies to support entrepreneurs and new businesses.
- 4 ➤ Develop and implement programs to grow businesses in downtown Sherman.
- 5 ➤ Continue participation in the financing of the water and sewer extensions in strategic growth areas, e.g., Highways US 75 & 82, SH 289, FM 1417.
- 6 ➤ Focus efforts to attract business investment in corridors served by new utility projects.
- 7 ➤ Economic impact analysis to be prepared.



PROGRAM OF WORK 2014 - 2015

GOAL 6

RAISE SHERMAN PROFILE IN LOCAL, STATE, NATIONAL, AND INTERNATIONAL MARKETS

Improve and enhance positive awareness of Sherman and its assets.

ACTIONS:

- 1 ➤ Meet at least monthly with the City Manager and designated staff members to stay current on local development issues.
- 2 ➤ Provide monthly SEDCO Board action memos with new developments, give Quarterly activity updates and present an annual report to Sherman City Council.
- 3 ➤ Actively pursue strong working relationships with the educational institutions and business on workforce training opportunities.
- 4 ➤ Work with State, Federal and other agencies such as the Texas Workforce Commission, Governor's Office of Economic Development, Small Business Administration, Center for Workplace Learning, and Workforce Texoma on available programs.
- 5 ➤ Consider partnerships with the City of Sherman that enhance awareness of the market and entice investment and job creation from industrial and commercial businesses.
- 6 ➤ Advance the process of facility review of the former Sherman Youth Center to use as a resource for business development.
- 7 ➤ Build and launch a new website for www.sedco.org with broad economic development data.
- 8 ➤ Launch a new coordinated marketing program with high quality graphics and messaging.
- 9 ➤ Promote Sherman amenities and activities through news releases, published articles, speaking engagements, association conferences and trade shows. Take a leadership role when appropriate.

Sherman Economic Development Corporation

Highlights 2013-2014

Goal A Retain and Expand Existing Primary Employers

Three Projects, \$26,602,000 investment, 42 new jobs, 567 jobs retained

Progress Rail \$555,000

Globitech \$18,000,000 20 jobs

Emerson Process Management/Fisher Controls \$8,047,000 22 jobs

903 Brewers \$388,000 10 jobs

Panda Power Sherman completed construction and began operations.

Consolidated Container completed project - \$1.1 million, 6 jobs, 70 retained

Tyson Fresh Meats completed first phase - \$4,000,000, 75 jobs, retain 1426

West Business Solutions completed hiring – 22 jobs

Goal B Recruit Targeted National and International Primary Employers

Four new primary employers, \$40 million investment, 100 new jobs

Direct Connect 150 jobs

Participated at Fabtech trade show with Oncor in California

Engaged new public relations firm, HCK2, to advance marketing efforts

Goal C Target DFW Metroplex allies to attract business investment

DFW allies marketing activities, 2 businesses, \$10 million investment, 40 jobs

Scott Connell Vice Chair of DFW marketing Team

Hosted a booth at Expo for North Texas Commercial Area Realtors

Advertising campaign with the Dallas Business Journal.

Goal D ***Establish Sherman as a Retail Market Center***

Three retail businesses, \$5 million investment, 40 jobs

Conducted traffic count study for major roads in Sherman – on website.

Goal E ***Manage SEDCO Real Estate to Attract Business Investment***

Sold 13.7 acres in Progress Park I to Southeastern Freight Lines

Extended Northridge Drive to Southeastern Freight Lines site - \$200,000

Progress Park II served by water line for Panda - \$350,000

Approved sewer line replacement on Howe Drive

Goal F ***Invest in projects that enhance Sherman Quality of Place***

Southbound ramp for US 75 at FM 1417 completed – SEDCO \$200,000

Completed the aerial video “Sherman, Texas Broad Horizons”

Completed five testimonial videos with local CEO’s

Flanary Road/Panda water line - \$350,000, Progress Park II

Approved \$1,000,000 for sewer line along Howe Drive crossing US 75

Goal G ***Raise Sherman profile in local, state national and international markets***

Scott Connell was elected to the Board of the Texas Economic Development Council

Coordinated City Council/SEDCO tour of Panda Sherman Power

Actively marketed Sherman with site location consultants

New logo for SEDCO w/tagline, **Distinctive Market. Global Reach.**

Sherman Economic Development Corporation
Proposed Budget for FY 2014-2015

	Fiscal Year 2008-2009	Fiscal Year 2009-2010	Fiscal Year 2010-2011	Fiscal Year 2011-2012	Fiscal Year 2012-2013	Fiscal Year 2013-2014	Fiscal Year 2014-2015	Percent Change
Beginning Fund Balance	\$ 9,368,265	\$ 9,630,992	\$ 10,651,900	\$ 8,341,000	\$ 8,723,370	\$ 9,180,577	\$ 9,190,783	0.11%
REVENUES								
Sales tax revenue	2,937,792	2,940,831	2,816,924	2,871,359	3,080,769	3,093,615	3,163,000	2.24%
Other revenue	28,700		734,400	85,333		378,450		2.24%
Interest	375,451	150,000	75,000	75,000	23,000	16,000	17,000	6.25%
Total Revenue	\$ 3,341,943	\$ 3,090,831	\$ 3,626,324	\$ 3,031,692	\$ 3,103,769	\$ 3,488,065	\$ 3,180,000	-8.83%
EXPENSES								
Administrative								
Salaries	237,800	242,556	242,556	254,292	248,868	259,440	259,440	0.00%
Taxes	18,950	19,750	19,750	20,850	18,982	20,556	20,556	0.00%
Retirement/Insurance	88,500	88,000	89,255	72,562	45,585	57,815	68,684	18.80%
Total Administrative Expenses	\$ 345,250	\$ 350,306	\$ 351,561	\$ 347,704	\$ 313,435	\$ 337,811	\$ 348,680	3.22%
Percent of Revenue	10.33%	11.33%	9.69%	11%	10%	9.68%	10.96%	13.22%
Operations								
Training	2,500	2,500	2,500	3,200	3,200	3,200	6,000	87.50%
Dues/Fees	4,500	4,500	4,500	3,814	9,670	9,279	9,793	5.54%
Auto	13,200	13,200	13,200	14,400	15,600	15,600	16,000	2.56%
Office Supplies	7,700	7,700	7,700	2,500	4,510	5,260	5,235	-0.48%
Rent	30,000	30,000	30,000	30,000	29,832	32,220	34,800	8.01%
Communications	11,500	11,500	12,000	10,316	10,280	9,780	9,610	-1.74%
Commercial Insurance	8,000	7,000	7,000	8,012	8,500	8,690	9,510	9.44%
Maintenance & Repairs	2,500	2,500	2,500	2,800	4,800	3,800	3,800	0.00%
Utilities					5,505	6,056	5,880	-2.91%
Land Maintenance					21,600	21,088	21,100	0.06%
Computer Equipment					7,500	5,000	6,000	20.00%
Taxes								
Total Operating Expenses	\$ 79,900	\$ 78,900	\$ 79,400	\$ 75,042	\$ 120,997	\$ 119,973	\$ 127,728	6.46%
Percent of Revenue	2.39%	2.55%	2.19%	2.48%	3.90%	3.44%	4.02%	16.78%
Programs								
Luncheons/Meetings	8,000	8,000	8,000	13,200	12,600	17,000	16,300	-4.12%

Conferences	7,000	7,000	7,000	5,250	8,500	20,800	19,800	-4.81%
Retention/Expansion	6,500	6,500	6,500	16,300	16,500	11,300	16,125	42.70%
Marketing/Attraction (8465,8466)	176,000	294,083	281,692	138,950	181,260	208,110	218,700	5.09%
Contract Services	65,000	65,000	65,000	150,300	81,380	65,550	65,995	0.68%
Total Program Expenses	\$ 262,500	\$ 380,583	\$ 368,192	\$ 324,000	\$ 300,240	\$ 322,760	\$ 336,920	4.39%
Percent of Revenue	7.85%	12.31%	10.15%	10.69%	9.67%	9.25%	10.59%	
Total Expenses (Admin-Oper-Prog)	\$ 687,650	\$ 809,789	\$ 799,153	\$ 746,746	\$ 734,672	\$ 780,544	\$ 813,328	4.20%
Percent of Revenue	20.58%	26.20%	22.04%	24.63%	23.67%	23.67%	25.58%	
Net Revenue/Loss	\$ 2,654,293	\$ 2,281,042	\$ 2,827,171	\$ 2,284,946	\$ 2,369,097	\$ 2,707,521	\$ 2,366,672	-12.59%
Incentive Payouts (scheduled)	4,229,457	981,133	3,775,028	6,866,695	1,596,000	3,074,900	3,586,930	16.65%
Land & Infrastructure	240,000	200,000	1,500,000	75,000	550,000	550,000	850,000	54.55%
Capital Expenses (SYC)	10,000	10,000	100,000	500,000	700,000	700,000	100,000	-85.71%
Debt Service (P&I)	281,544	281,544	281,544	453,447	449,688	550,725	546,468	-0.77%
Total Incentives/Invest/Capital Exp	\$ 4,761,001	\$ 1,472,677	\$ 5,656,572	\$ 7,895,142	\$ 3,295,688	\$ 4,875,625	\$ 5,083,398	
Total Op & Incentive Expenses	\$ 5,448,651	\$ 2,282,466	\$ 6,455,725	\$ 8,641,888	\$ 4,030,360	\$ 5,656,169	\$ 5,896,726	
Net Income (loss)	\$ (2,106,708)	\$ 808,365	\$ (2,829,401)	\$ (5,610,196)	\$ (926,591)	\$ (2,168,104)	\$ (2,716,726)	
Ending Fund Balance	\$ 7,261,557	\$ 10,439,357	\$ 7,822,499	\$ 2,730,804	\$ 7,796,779	\$ 7,012,473	\$ 6,474,057	

Sherman Economic Development Corporation

Infrastructure Projects

2013-2014

US Highway 75 Exit Ramp at FM 1417 (Exit 56)

SEDCO partnered with Harkinson Development and Texas Department of Transportation to construct a new ramp. It provides a longer, safer distance for exiting vehicles. **\$200,000**

Howe Drive Widening

SEDCO worked with the City of Sherman to build extensions to the east side of Howe Drive to address the trailer trucks parked waiting to enter the industrial facilities. The trucks had worn out the soil create a significant dropoff from the road. The city built concrete extensions along Howe Drive. **\$64,296.80**

Railroad Crossings – Dorset Drive and Howe Drive

During the construction of the Panda Power facility, the company upgraded the rail spur along Howe Drive to accommodate heavier loads. SEDCO paid for the upgrade on Dorset Drive to a concrete rail crossing. This was done when the company conducted the Panda rail upgrades. SEDCO has contracted with BNSF Railway to improve the crossing on Howe Drive. **Dorset Drive, \$15,735.68.**
Howe Drive \$69,255.

Northgate Drive Extension

SEDCO sold 13.77 acres to Southeastern Freight Lines to construct a new freight terminal facility. In the agreement, SEDCO committed to extending Northgate Drive to facility access to the site. The road and utilities were extended approximately 200 feet with a new turnaround area. **\$199,693.22**

State Highway 289 Water Line

In 2012, SEDCO agreed to participate in the cost of extending water line south along State Highway 289 from US 82 to approximately the Southmayd city limits. The project completed and SEDCO completed the payments in FY 2013-14. **\$517,376.01**

Flanary Road Water Line

The City of Sherman agreement with Panda Power Funds requires that the water line to the facility not be shut down for service longer than one week at a time. Panda is served from a raw water line extended from the GTUA transmission line located west of the property in Progress Park. The recent extension of the GTUA line to serve Collin County may require periodic shut downs for cleaning

that would exceed the one week agreement. SEDCO agreed to fund the cost of a new potable water line the plant that extends along Flanary Road and across to Progress Drive. The new line will help serve more industrial sites in Progress Park. \$350,000

State Highway 289 & US 82 Sewer Line

In 2013, SEDCO agreed to fund the cost of a sewer outfall line to be constructed in the area near the intersection of State Highway 289 and US 82. The line will open up a major new development area providing services for commercial properties along US 82 and SH 289. SEDCO has a debt obligation for twenty-one years for principal of \$1,650,000. Total \$2,230,774, FY 2013-14 \$97,634

US 75 north water and sewer lines

In 2008, SEDCO committed to funding the extension of water and sewer lines along the east and west sides of US 75 from Loy Lake Road to FM 691. SEDCO assumed the debt obligations for the project for a period of twenty years. The principal amounts of the bonds are \$3,710,000. FY 2013-14 \$453,091.68



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 10/06/2014

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5859

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 that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Sherman Commons LP (Owner), Academy Sports and Outdoors (Tenant), Tony Rivera (Manager of Construction & Facilities), and Chris Mitchell (Store Director) concerning the property located at 3939 North U.S. Highway 75, being Lot 4, Block A, Sherman Commons Addition, Replat Blocks A, B & D, to allow a commercial amusement center for an indoor archery lane in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District

Background:

The property is located at 3939 North U.S. Highway 75 in the Sherman Commons Shopping Center; Academy Sports and Outdoors is the tenant. In 2005, the property was zoned a C-1 (Retail Business) District; and Academy Sports and Outdoors was granted a Specific Use Permit and site plan approval to allow boat sales the same year. Academy Sports and Outdoors proposes to construct and operate an indoor archery range within the store's building to allow customers the opportunity to try out its archery retail goods.

Origination:

Sherman Commons LP (Owner)
Academy Sports and Outdoors (Tenant)
Tony Rivera (Representative)
Chris Mitchell (Store Director)

Financial Consideration:

None

Staff Recommendation:

At the September 16, 2014 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5859

Location Map

Zoning Map

Zoning Photo

Narrative

Site Plan

Floor Plan

Elevation

P&Z Communication

Staff Review Letter

ORDINANCE NO. 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS;

SECTION 1. That, from and after the passage of this ordinance, Sherman Commons LP (Owners), Academy Sports and Outdoors (Tenant), Tony Rivera (Manager of Construction & Facilities) and Chris Mitchell (Store Director) are granted 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, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 4, Block A, Sherman Commons Addition, Replat Blocks A, B & D.

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning

1. All aspects of the C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Review the zoning and development ordinance for additional requirements.
4. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2014.

ADOPTED on this the _____ day of _____, 2014.

EFFECTIVE DATE 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



Sherman
CLASSIC TOWN. BROAD HORIZON.

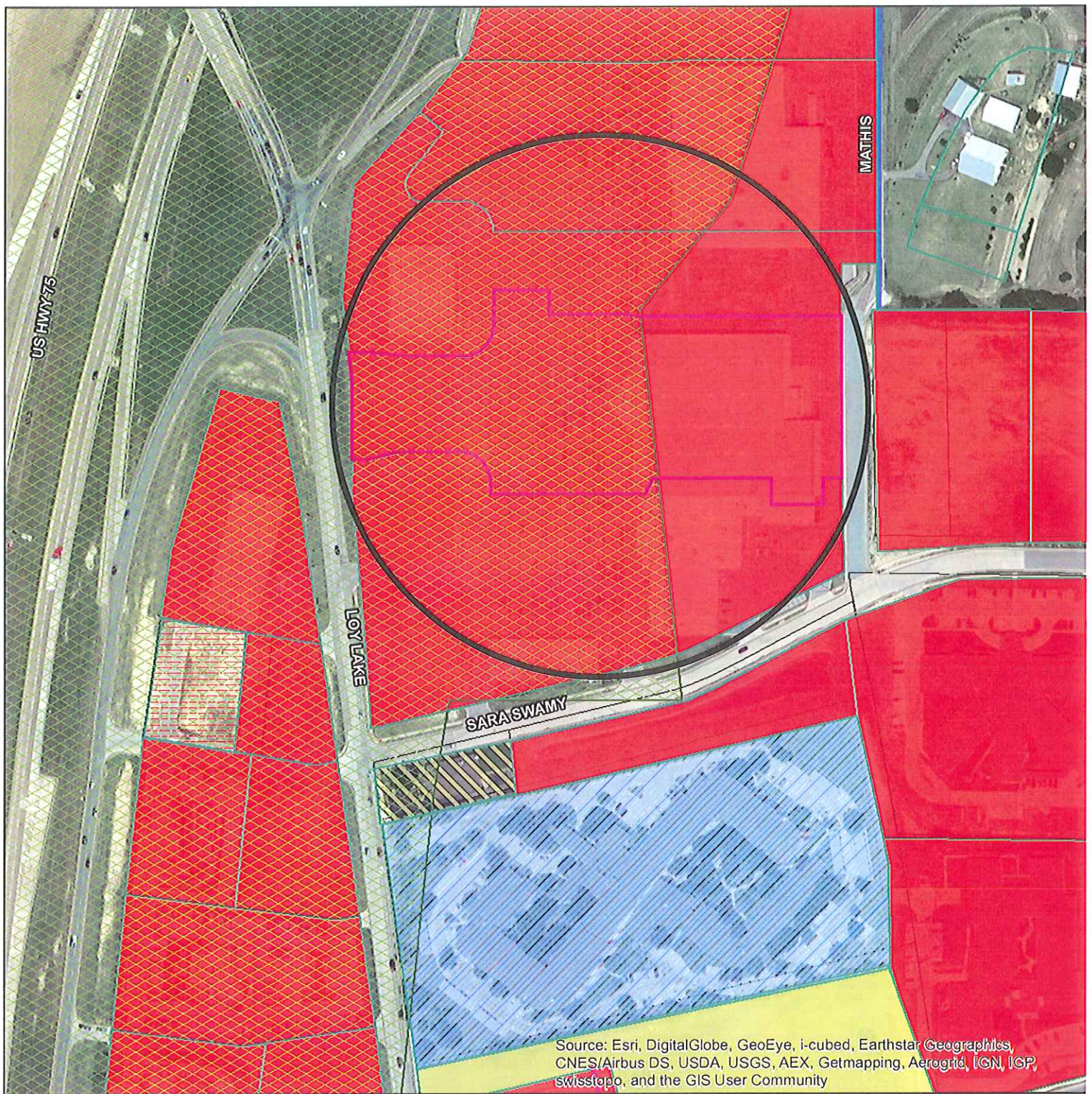
City of Sherman, Texas
Developmental Services Department

3939 N. U.S. Highway 75

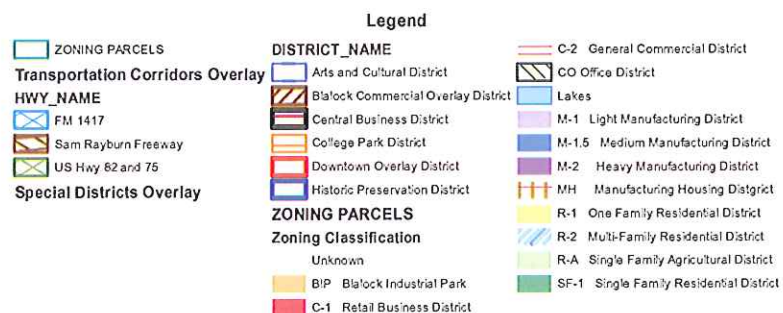


NOT TO SCALE

1 inch = 275 feet



Zoning - 3939 N. U.S. Highway 75



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 inch = 230 feet

3939 N. Highway 75





1800 North Mason Road • Katy, TX 77449

Steve Woods

Sr. Manager of Construction & Facilities
1800 North Mason Road
Katy, Texas 77449
Office: 281-646-5129
Fax: 866-665-9142
Email: Steve.Woods@academy.com

August 13, 2014

City of Sherman
Developmental Services
220 W Mulberry
Sherman, Texas 75090

Re: Zoning Application for New Specific Use Permit
Academy Sports + Outdoors (Store No. 138) – 3939 US Highway 75 North

To Whom It May Concern:

Academy, Ltd. d/b/a Academy Sports + Outdoors ("Academy"), Store No. 138 (the "Store"), located at 3939 US Highway 79 North, Sherman, Texas 75090, proposes to construct and operate an indoor archery range within the Store's building for the purpose of permitting the Store's customers to try out its archery retail goods. The proposed indoor archery range may constitute a commercial amusement center that requires the approval of a Specific Use Permit under Chapter 14, Exhibit A, Section 8 of the City of Sherman's Code of Ordinances. As such, Academy hereby submits a completed Zoning Application for a new Specific Use Permit related to the proposed indoor archery range, along with twenty-five (25) copies of the Store's site plan, twenty-five (25) photos of the Store's existing storefront, and the applicable permit application fee.

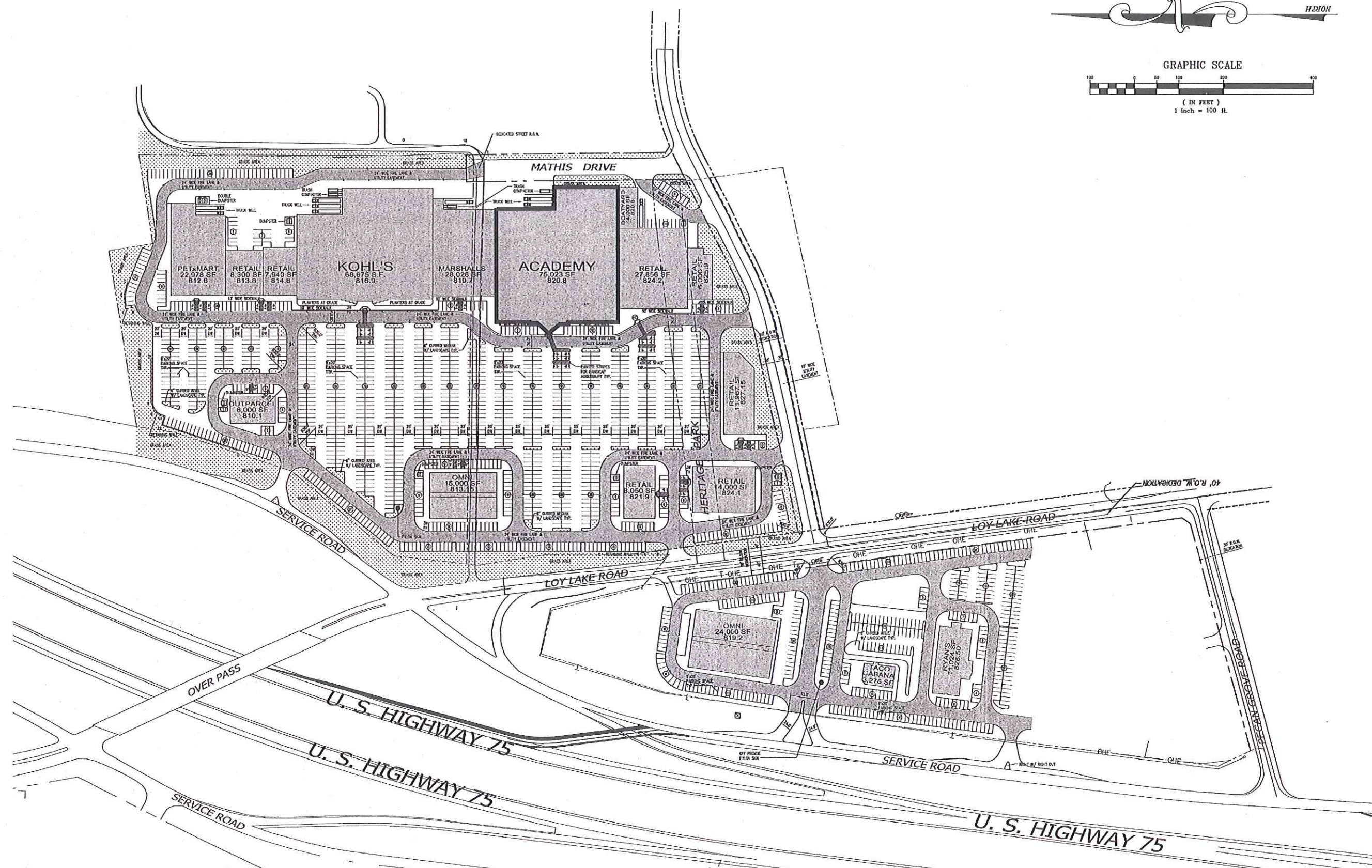
If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Woods'.

Steve Woods
Sr. Manager of Construction & Facilities

Enclosures



CIVIL SITE PLAN
SCALE: 1" = 100'

JOHN E. HAYKINS & ASSOCIATES, INC. CONSULTING ENGINEERS SINCE 1957 933 VIRGINIA STREET, SUITE 206 WINSTON-SALEM, NC 27106-9779		THE WOODMONT COMPANY SHERMAN COMMONS CIVIL SITE PLAN				
JOB NO. 800.33		SHEET NO. C02				
PRELIMINARY		SHEET INFORMATION		REVISION	DATE	BY
		Scale: 1"=100'				
		Dwn. B/c				
		AEP				
		Ckd. B/c				
		DESCRIPTION				





**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 7.

Meeting Date: 09/16/2014

Prepared by: Patsy Reeves, Developmental Services Admin Secretary

Approved by: Scott Shadden, Director of Development Services

Commissioners: Joe Gilbert, Chairman

Ron Barton, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Kyle Patterson, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Requested Action/Proposed Use:

3939 N. U.S. HIGHWAY 75

The request of Sherman Commons LP (Owners), Academy Sports and Outdoors (Tenant), Tony Rivera (Representative) and Chris Mitchell (Store Director) concerning the property located at 3939 N. U.S. Highway 75, being Lot 4, Block A, Sherman Commons Addition, Replat Blocks A, B & D, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a commercial amusement center for an indoor archery lane in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.

Background:

The property is located at 3939 N. U.S. Highway 75 in the Sherman Commons Shopping Center; Academy Sports and Outdoors is the tenant. In 2005, the property was zoned a C-1 (Retail Business) District and Academy Sports and Outdoors was granted site plan approval for a retail center and a Specific Use Permit to allow boat sales. Academy Sports and Outdoors proposes to construct and operate an indoor archery range within the store's building to allow customers the opportunity to try out its archery retail products.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

Sherman Commons LP (Owners)

Academy Sports and Outdoors (Tenant)

Tony Rivera (Representative)

Chris Mitchell (Store Director)

Master Plan Designation:

Auto Urban Commercial – Requires more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

4

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Photo

Narrative

Site Plan

Floor Plan

Elevation

Staff Review Letter

STAFF REVIEW LETTER

September 9, 2014

Sherman Commons LP
8080 Park Lane #800
Dallas, TX 75231

Academy Sports & Outdoors
Tony Rivera
1800 N. Mason Road
Katy, TX 77449

Academy Sports & Outdoors
Chris Mitchell
3939 N. U.S. Highway 75
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a commercial amusement center for an indoor archery lane in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District for the property located at 3939 N. U.S. Highway 75, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 16, 2014 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Review the zoning and development ordinance for additional requirements.
4. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,

Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC: George Olson, City Manager
Mark Gibson, Director of Utilities
Clay Barron, Director of Public Works and Engineering
903-892-7229 (Phone)
903-892-7229 (Fax)
www.sherman.tx.gov
Jamie Baggs, Fire Marshal
Brandon Shelby, City Attorney
Lee Whitfield, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 10/06/2014

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5860

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 that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Adnan Knaish (Owner) and Sartin & Associates (Surveyor) concerning the property located at 604 South Sam Rayburn Freeway, being 0.74 acres in the Samuel Blagg Survey, Abstract No. 56, to allow used automobile sales and repair in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District

Background:

The property is located at 604 South Sam Rayburn Freeway between Lamar and Center Streets. The property was zoned a C-2 (General Commercial) District in 1964. The building was damaged by the 2007 flood and has been vacant since that time. The owner would like to bring the structure up to its original state to be used for automobile sales and repair.

Origination:

Adnan Knaish (Owner)
Sartin & Associates (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 16, 2014 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5860

Location Map

Zoning Map

Zoning Photo

Survey

Site Plan

Photo

Elevations

P&Z Communication

Staff Review Letter

ORDINANCE NO. 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS;

SECTION 1. That, from and after the passage of this ordinance, Adnan Knaish (Owner) and Sartin & Associates (Surveyor) are granted 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, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the Samuel Blagg Survey, Abstract No. 56, being a part of a tract of land conveyed by the City of Sherman to Emmett Mitchell, et al by deed dated February 5, 1957, recorded in Volume 851, Page 129, Deed Records, Grayson County, Texas, and being herein after referred to as the “Mitchell-Hayes tract”, being the same 0.735 acre tract of land conveyed by Jack R.

Walker to Sam G. Cherry by Contract of Sale dated November 1, 1999, recorded in Volume 2853, Page 480, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit;

BEGINNING at a set ½ inch rebar for the Northeast corner of both said Mitchell-Hayes tract, and 0.735 acre tract on the West right-of-way lien of U.S. Highway No. 75;

THENCE in a Southeasterly direction with the East line of said Mitchell-Hayes tract, the West right-of-way line of said U.S. Highway No. 75, and with a curve to the right having a radius of 3619.72 feet, (chord bears South 20 deg. 45 min. 58 sec. East, 177.11 feet), a distance of 177.12 feet to a set ½ inch rebar for the Northeast corner of an 0.34 acre tract of land conveyed by Guy W. Andrus, Jr. to Arthur L. Harmon, Jr., et ux by deed dated October 4, 2005, recorded in Volume 3940, Page 895, Official Public Records, Grayson County, Texas;

THENCE South 78 deg. 12 min. 00 sec. West with the North line of said 0.34 acre tract, a distance of 194.01 feet to a found ½ inch rebar maintaining the Northwest corner of said 0.34 acre tract, on the West line of said Mitchell-Hayes tract, the East line of Lot Two (2) in Block Four (4) of Hayes-Mitchell Contemporary Addition to the City of Sherman, Texas as shown by plat of record in Volume 1, Page 17, Plat Records, Grayson County, Texas;

THENCE North 13 deg. 17 min. 00 sec. West, with the West line of said Mitchell-Hayes tract, the East line of said Block Four of Hayes-Mitchell Contemporary Addition, a distance of 175.00 feet to a set ½ inch rebar;

THENCE North 78 deg. 12. 00 sec. East, a distance of 170.94 feet to the **PLACE OF BEGINNING, and containing 0.74 ACRES OF LAND more or less.....**

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1.2 (Sam Rayburn) Overlay District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted.
3. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. Parking is permitted on paved surfaces only; concrete or asphalt.
5. Screening is required and to be maintained abutting residentially zoned property.
6. All parking shall be on private property and shall not encroach into Sam Rayburn Freeway access road right-of-way.

7. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. All aspects of the floodplain as well as the floodway ordinance shall be followed.
11. Owner shall be responsible for any and all damage caused by this use after any flood event. This will include any or all environmental clean-up.
12. Owner shall be aware of the substantial damage provisions provided within the floodplain ordinance, during both prior to or after a flood event.
13. Detention in accordance with City criteria is required.
14. No fill shall be brought onto the property site.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2014.

ADOPTED on this the _____ day of _____, 2014.

EFFECTIVE DATE 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



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

604 S. Sam Rayburn Freeway



NOT TO SCALE

1 inch = 115 feet



Zoning - 604 S. Sam Rayburn Freeway



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 inch = 96 feet

604 S. Sam Rayburn

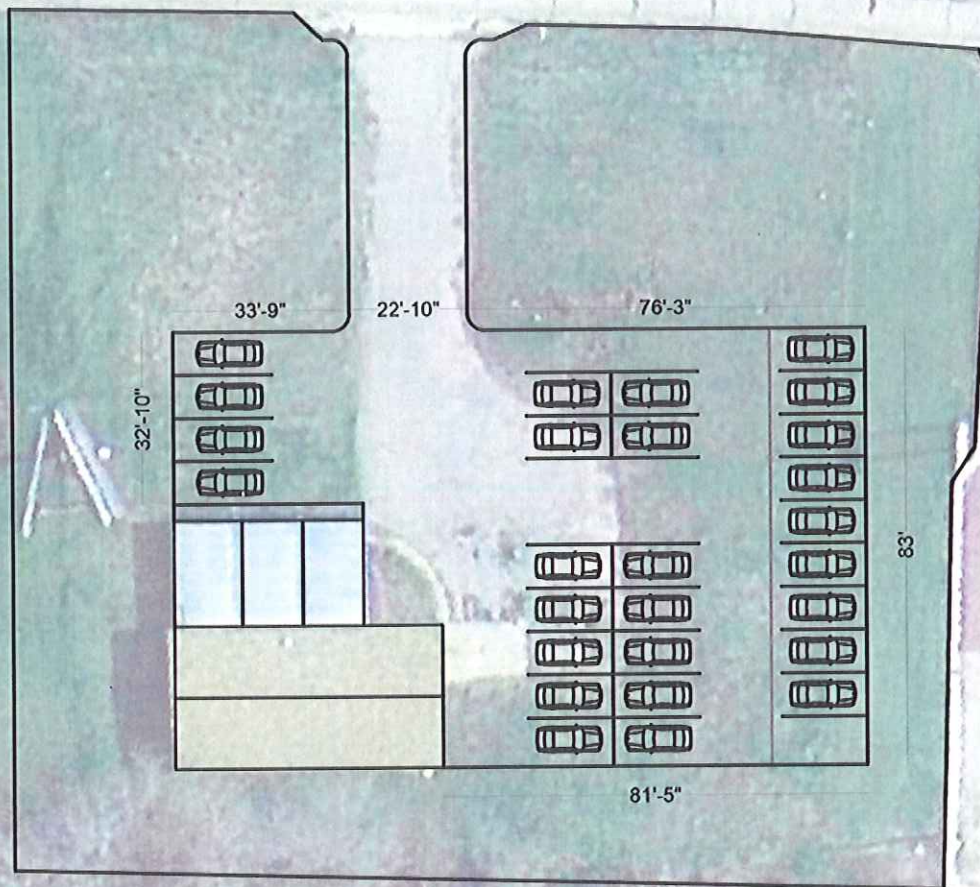




604 S Sam
Rayburn Fwy,
Sherman, TX
75090

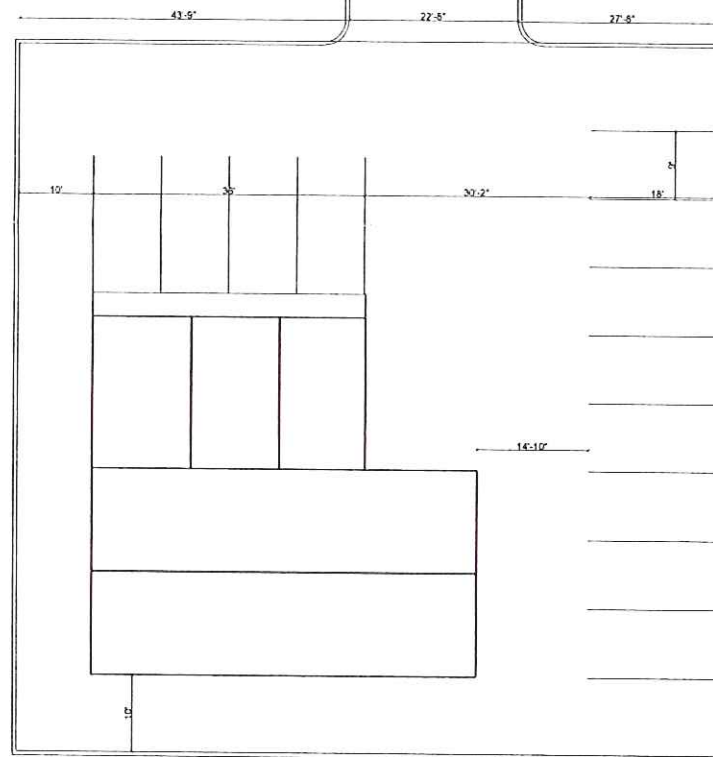
landscape

sc : 1/100



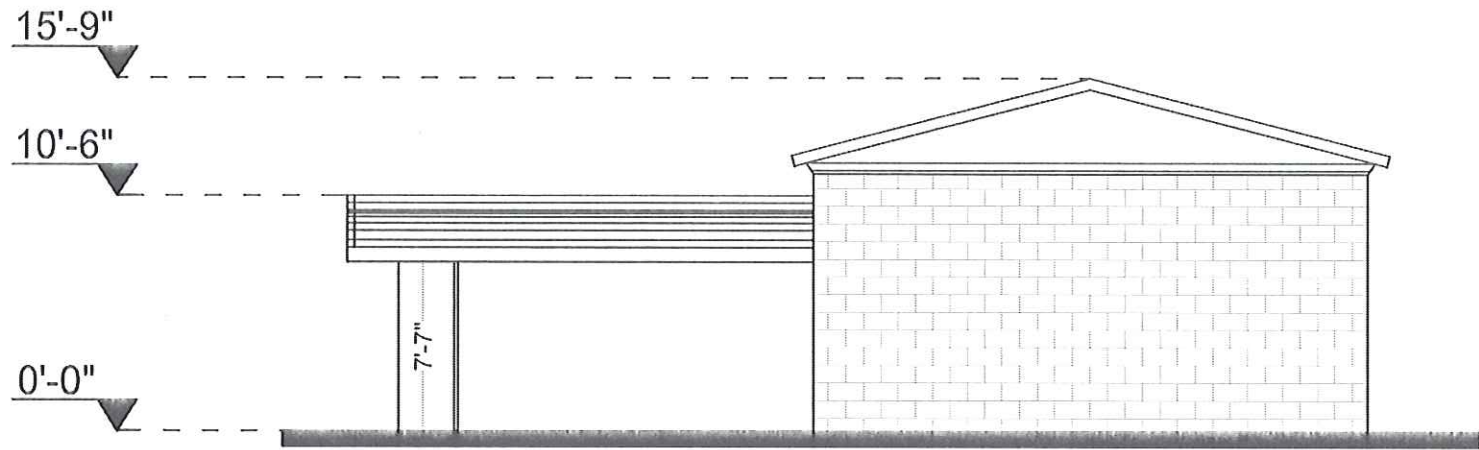
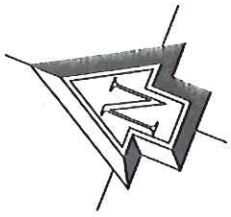


Site Plan

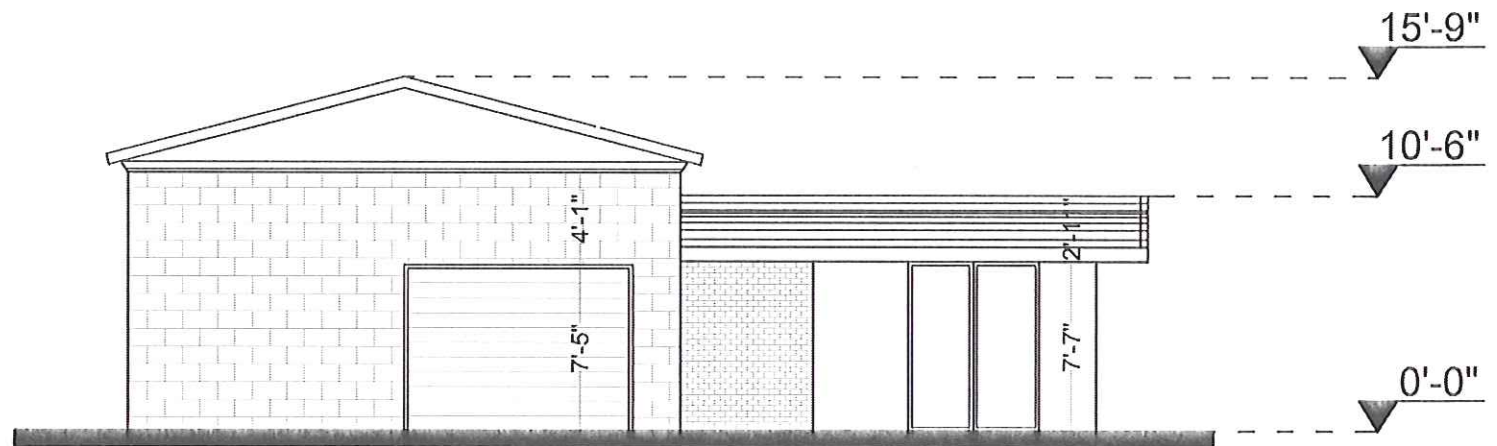


PLANE	DATE	SCALE	DATE
604 S San Rayburn Fwy		1/8"=1'	
Sherman, Texas 75090			
EDITION			





North Elevation

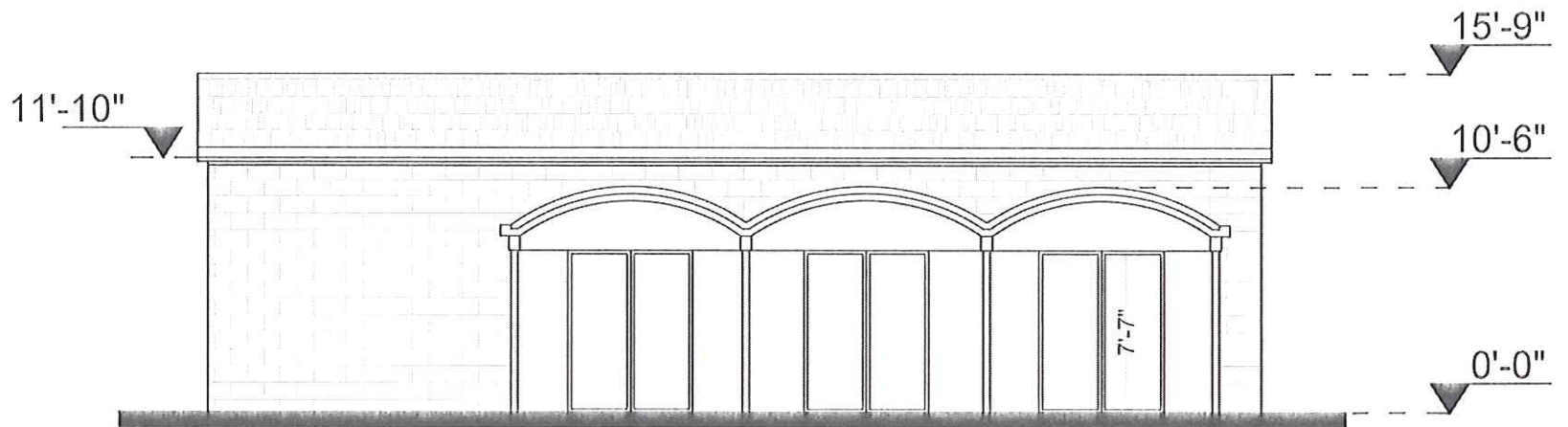
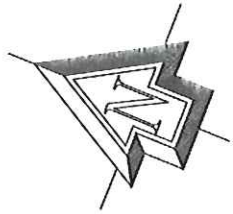


South Elevation

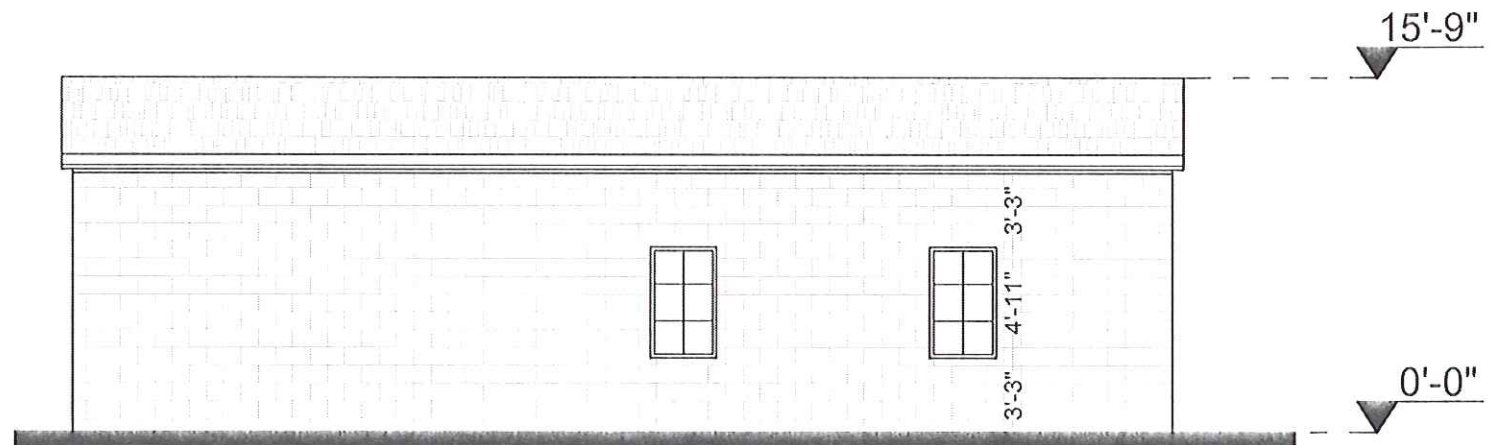
04 S Sam
Rayburn Fwy,
Sherman, TX
75090

Elevations

sc : 1/100



East Elevation



West Elevation

304 S Sam
Rayburn Fwy,
Sherman, TX
75090

Elevations

sc : 1/100



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 5.

Meeting Date: 09/16/2014

Prepared by: Patsy Reeves, Developmental Services Admin Secretary

Approved by: Scott Shadden, Director of Development Services

Commissioners: Joe Gilbert, Chairman

Ron Barton, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Kyle Patterson, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Requested Action/Proposed Use:

604 S. SAM RAYBURN FREEWAY

The request of Adnan Knaish (Owner) and Sartin & Associates (Surveyor) concerning the property located at 604 South Sam Rayburn Freeway, being 0.74 acres in the Samuel Blagg Survey, Abstract No. 56, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow used automobile sales and repair in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District.

Background:

The property is located at 604 South Sam Rayburn Freeway between Lamar and Center Streets. The property was zoned a C-2 (General Commercial) District in 1964. The building was damaged by the 2007 flood and has been vacant since that time. The owner would like to bring the structure up to its original state to be used for automobile sales and repair.

Adjacent Zoning:

C-2 (General Commercial) District and R-1 (One Family Residential) District

Origination:

Adnan Knaish (Owner)

Sartin & Associates (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Requires more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

17

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Photo

Survey

Photos

Site Plan

Elevations

Staff Review Letter

STAFF REVIEW LETTER

September 9, 2014

Adnan Knaish
1103 Arbor Park Dr.
Allen, TX 75013

Sartin & Associates Survey Company
P.O. Box 1843
Sherman, Texas 75091

Dear Applicants,

The request for approval of a Specific Use Permit and site plan approval to allow used automobile sales and repair in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District for the property located at 604 S. Sam Rayburn Freeway, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 16, 2014 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1.2 (Sam Rayburn) Overlay District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted.
3. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. Parking is permitted on paved surfaces only; concrete or asphalt.
5. Screening is required and to be maintained abutting residentially zoned property.
6. All parking shall be on private property and shall not encroach into Sam Rayburn Freeway access road right-of-way.
7. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. All aspects of the floodplain as well as the floodway ordinance shall be followed.
11. Owner shall be responsible for any and all damage caused by this use after any flood event. This will include any or all environmental clean-up.
12. Owner shall be aware of the substantial damage provisions provided within the floodplain ordinance, during both prior to or after a flood event.
13. Detention in accordance with City criteria is required.
14. No fill shall be brought onto the property site.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,



Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC: George Olson, City Manager
Mark Gibson, Director of Utilities
Clay Barnett, Dir. of Public Works and Engineering

Jamie Baggs, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 3.

Meeting Date: 10/06/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5859 and 5860

List of Agenda Items:

B.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5859

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 that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5860

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 that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 4.

Meeting Date: 10/06/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

CONSENT AGENDA

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

List of Agenda Items:

- C.1. * RESOLUTION NO. 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-Ways
- C.4. * 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
- C.5. * 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)
- C.6. * 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)
- C.7. * 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)
- C.8. * 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)

- C.9.** *** RESOLUTION NO. 5893**
Authorizing the Purchase of a Crafc0 Super Shot 125 Crack Sealer for the Street Maintenance Department from Crafc0 Texas, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- C.10.** *** 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)
- C.11.** *** 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)
- C.12.** *** 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)
- C.13.** *** 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
- D.2.** *** OTHER BUSINESS**
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
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 10/06/2014

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

Approved By: George Olson, City Manager

Caption:

*** 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-Ways

Issue:

To consider granting an encroachment easement into the Loy Lake Road and Sara Swamy Drive right-of-ways in Sherman, Texas

Background:

The owner of the property located at Lot 5 of Block "A" in the Replat of Blocks A, B, and D of the Sherman Commons Addition proposes to construct two light pole bases/bollards within the Loy Lake Road and Sara Swamy Drive right-of-ways.

Origination:

Sherman Commons, L.P., a Delaware limited partnership of Fort Worth, Texas

Financial Consideration:

None

Staff Recommendation:

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

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5885

Encroachment Easement

Exhibit "A"

Location Map

RESOLUTION NO. 5885

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

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment easement to Sherman Commons, L.P. in substantially the same form as presented at this meeting, for the placement of two pole bases/bollards within the Loy Lake Road and Sara Swamy Drive right-of-ways, within the City of Sherman, in accordance with the encroachment easement document and location map approved by the City Engineer and the City Attorney, attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 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

ENCROACHMENT EASEMENT

THE STATE OF TEXAS
COUNTY OF GRAYSON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR", in consideration of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **SHERMAN COMMONS, L.P., A Delaware limited partnership**, hereinafter called "GRANTEE", an encroachment easement to construct two bollards/light pole bases within the Loy Lake Road and Sara Swamy Drive right-of-ways of Lot 5 of Block A in the Replat of Blocks A, B, and D of Sherman Commons Addition (the "Easement Areas") as shown on the sketch marked Exhibit "A", attached hereto and incorporated herein for all purposes. Said encroachment easement shall be subject to the GRANTOR'S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, its successors and assigns, for the limited purpose of constructing two bollards/light pole bases within the Easement Areas as shown on the attached Exhibit "A". GRANTEE agrees that all maintenance of the two bollards/light pole bases in the Easement Areas shall be the responsibility of GRANTEE without cost, fees or expense to GRANTOR.

The GRANTOR shall not be responsible for any damages to the bollards/light pole bases resulting from the failure of any utility located within the Easement Areas.

The GRANTEE shall be responsible for all costs or expenses related to damages and repair of any utility located within the Easement Areas resulting from any type of failure of the bollards/light pole bases unless resulting from the negligence or willful misconduct of GRANTOR.

The GRANTEE shall be solely responsible for any and all maintenance activities required to keep the bollards/light pole bases in a sound and safe condition.

That GRANTEE shall fully and completely indemnify and hold harmless the GRANTOR from any and all damages, actions, suits, demands, liabilities, executions and judgments, whether liquidated or unliquidated, absolute or contingent, direct or indirect, at law or in equity, together with reasonable attorney's fees, which result from GRANTEE'S operation and maintenance of the bollards/light poles, unless resulting from GRANTOR'S negligence or willful misconduct.

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

EXECUTED this the _____ day of _____, A.D., 2014.

GRANTOR:
CITY OF SHERMAN, TEXAS

BY: _____
GEORGE OLSON,
CITY MANAGER

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

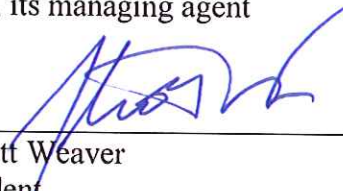
BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared **George Olson**, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman,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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day
of _____, A.D., 2014.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

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

By: Four Partners, LLC, its managing agent

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

ADDRESS: UCR Asset Services

8080 Park Lane, Suite 800, Dallas TX 75231

PHONE #: 469-232-3400

ACKNOWLEDGEMENT

STATE OF TEXAS *

*

COUNTY OF Dallas *

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 18th day of September, A.D., 2014.

NOTARY SIGNATURE: Debra Carol Canady

COMMISSION EXPIRES: April 20, 2017

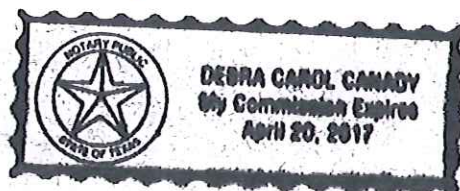


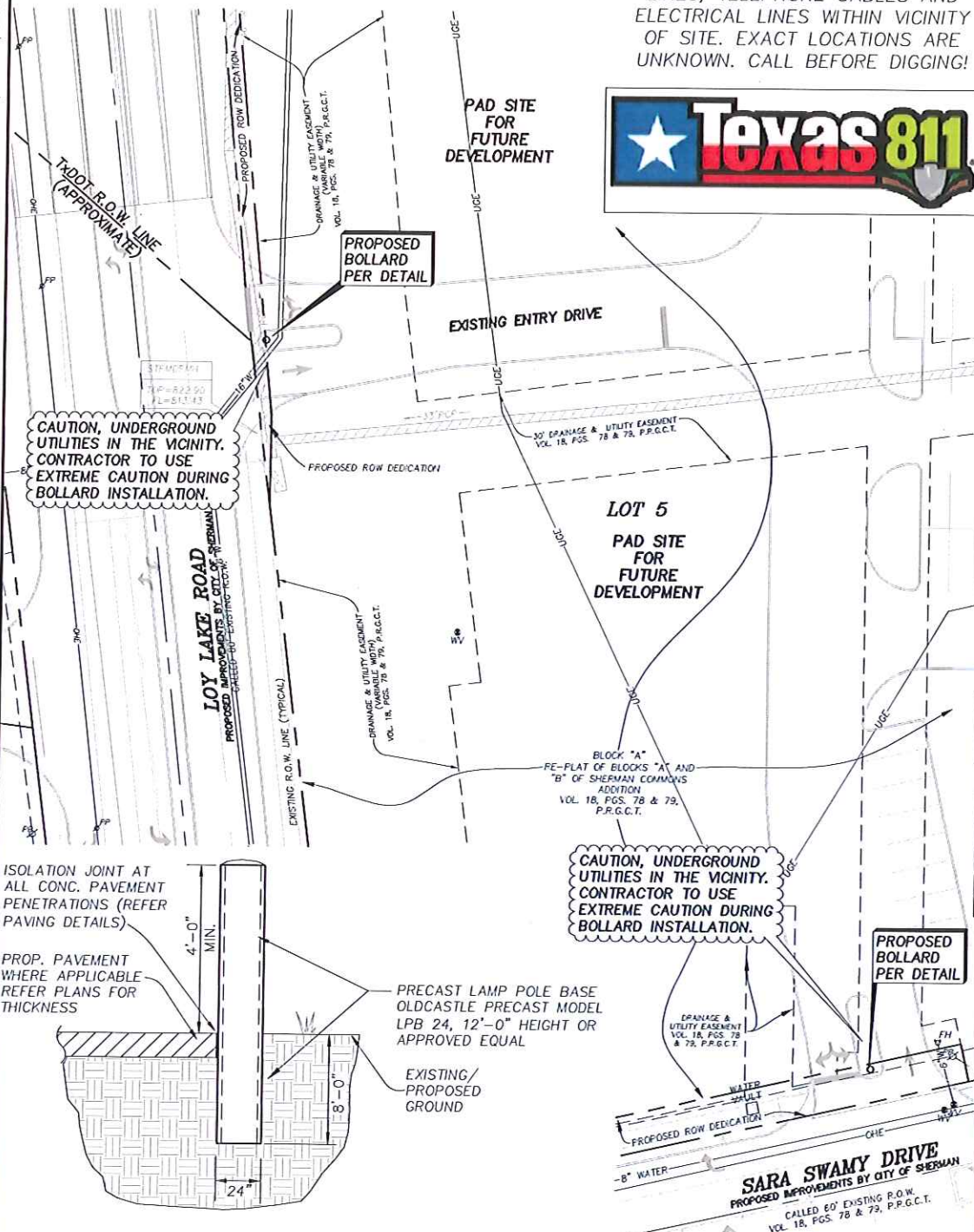
EXHIBIT "A"

!!CAUTION!!

THERE MAY BE UNDERGROUND GAS LINES, TELEPHONE CABLES AND ELECTRICAL LINES WITHIN VICINITY OF SITE. EXACT LOCATIONS ARE UNKNOWN. CALL BEFORE DIGGING!



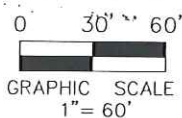
c Vilbig & Associates, P.L.L.C. Unauthorized duplication is prohibited.



01 LAMP POLE BASE/BOLLARD

NOT TO SCALE

ENGINEER/SURVEYOR
VILBIG & ASSOCIATES, P.L.L.C.
10132 Monroe Drive
Dallas, Texas 75229
(214) 352-7333
TX Eng. Firm No. F-5614
TX Sur. Firm No. 1003300



**LOY LAKE ROAD & SARA SWAMY DRIVE
BOLLARD - ENCROACHMENT AGREEMENT
SHERMAN COMMONS SHOPPING CENTER**

LOT 5, BLOCK A, REPLAT OF BLOCKS A, B, & D, SHERMAN
COMMONS ADD'N, AS RECORDED IN VOL. 18, PGS. 78 & 79,
P.R.G.C.T.
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

SHEET 1 OF 1

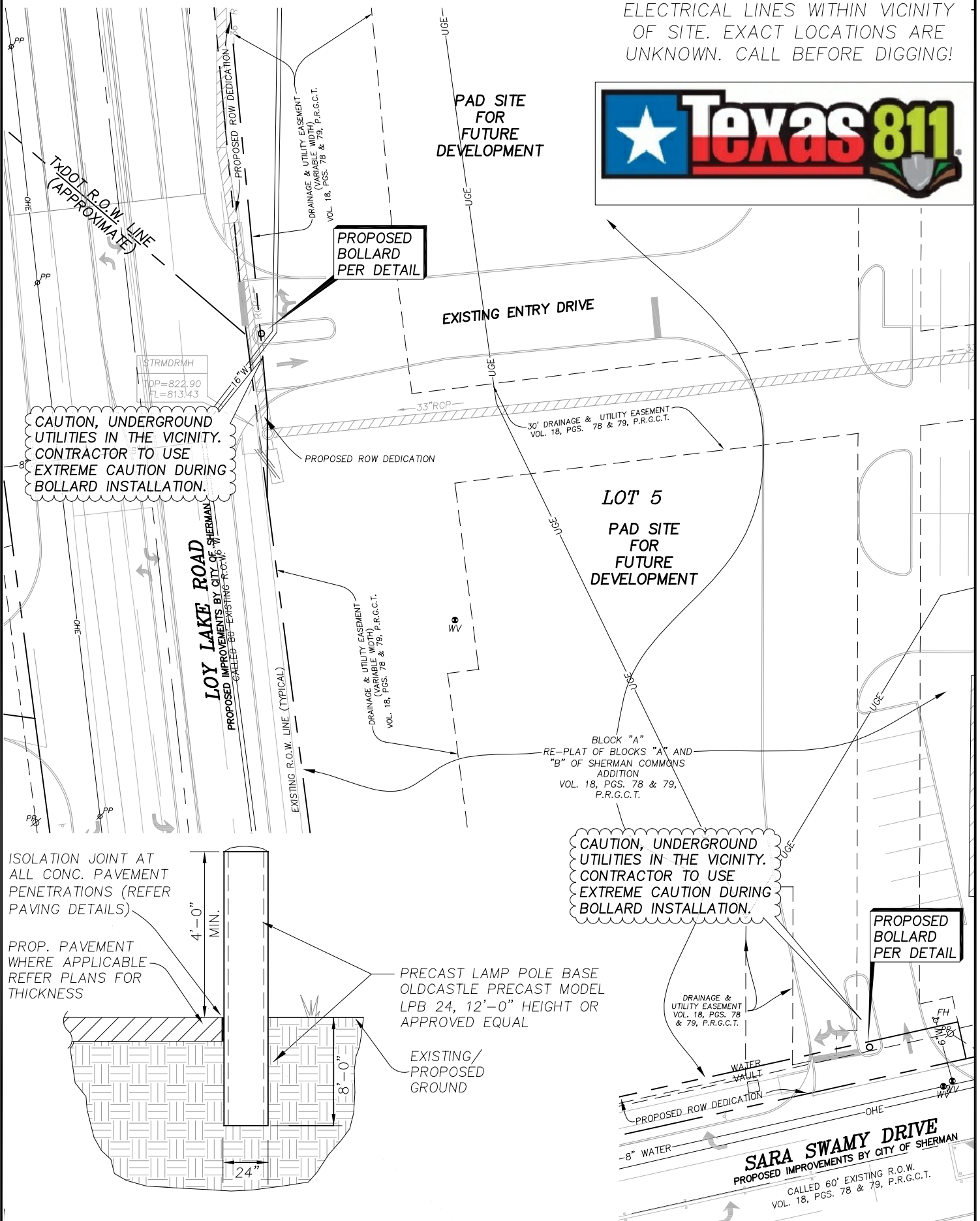
SCALE: 1"=40'

VA No. 606-03

DATE: 08 JULY 2014

c Vilbig & Associates, P.L.L.C. Unauthorized duplication is prohibited.

THERE MAY BE UNDERGROUND GAS LINES, TELEPHONE CABLES AND ELECTRICAL LINES WITHIN VICINITY OF SITE. EXACT LOCATIONS ARE UNKNOWN. CALL BEFORE DIGGING!



NOT TO SCALE

0 30' 60'

GRAPHIC SCALE

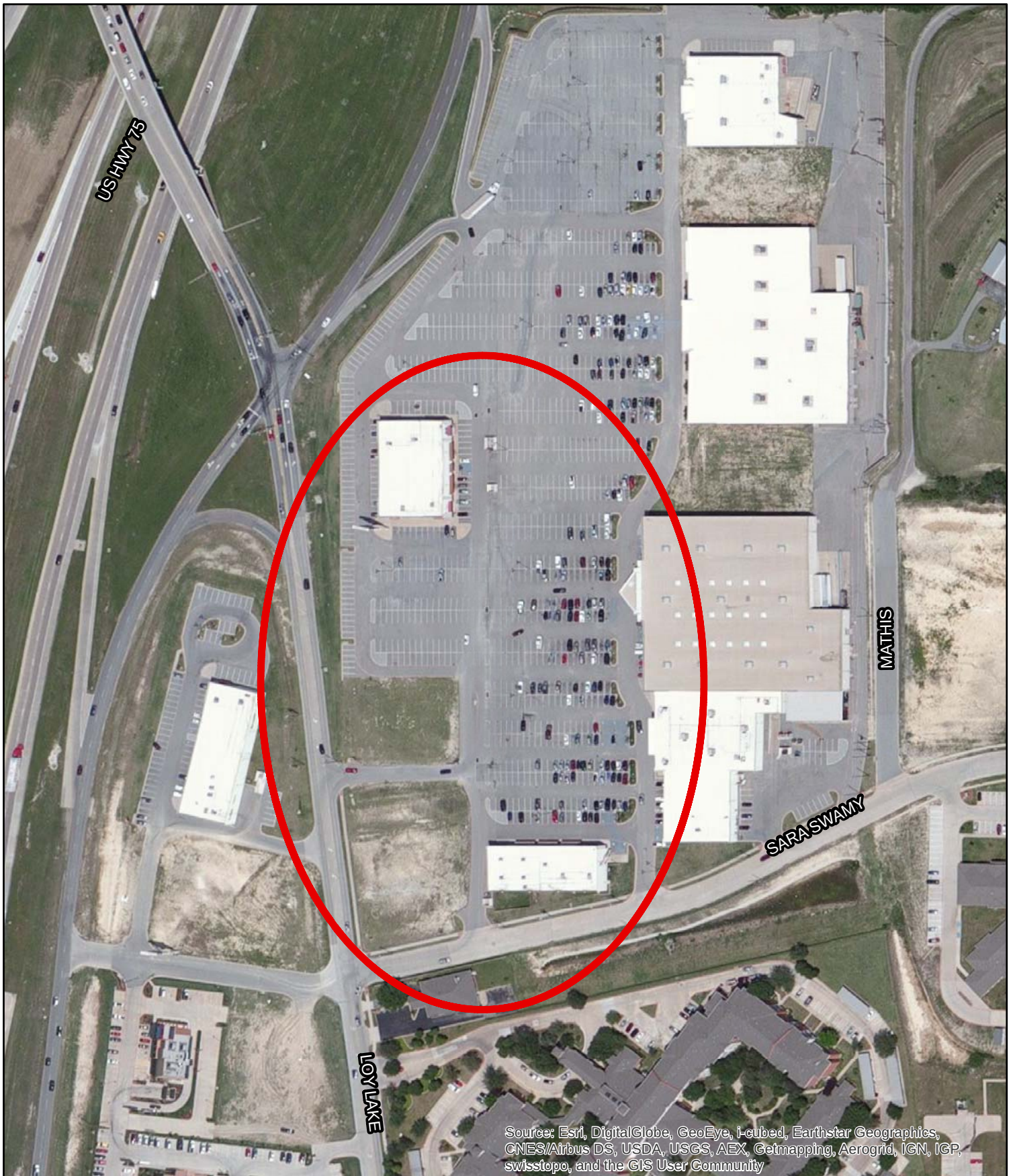
1"= 60'

LOT 5, BLOCK A, REPLAT OF BLOCKS A, B, & D, SHERMAN
COMMONS ADD'N, AS RECORDED IN VOL. 18, PGS. 78 & 79,
P.R.G.C.T.
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

SCALE: 1"=40'

VA No. 606-03

DATE: 08 JULY 2014





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 10/06/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

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

Issue:

To consider a contract for professional services with CH2M Hill Engineers, Inc. for the design of the City of Sherman Water Treatment Plant Expansion and Associated improvements

Background:

The current Capital Improvement Program contains a project to expand the City's Water Treatment Plant to a twenty (20) million gallon per day capacity. The project will include construction of a force main from the Water Treatment Plant to an existing lift station near U.S. Highway 75 and F.M. 691. Surveying and Geotechnical fees will be paid separately.

Origination:

Utilities Administration Department #710

Financial Consideration:

The fee for engineering services will be \$1,865,770.00. Surveying costs are estimated to be \$50,000.00; and Geotechnical services are estimated to cost \$35,000.00. Additional surveying may be necessary if the force main route is altered during plan preparation. This project is funded by bonds issued through the Greater Texoma Utility Authority.

Staff Recommendation:

It is recommended that the contract for professional engineering services with CH2M Hill Engineers, Inc. to design the City of Sherman Water Treatment Plant expansion, including surveying and geotechnical services, be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5886

Contract

Schedule

Location Map

RESOLUTION NO. 5886

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; 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 CH2M Hill Engineers, Inc. for the design of the City of Sherman Wastewater Treatment Plant expansion and associated improvements 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

This AGREEMENT is between CH2M HILL Engineers, Inc. ("ENGINEER"), and

City of Sherman

("OWNER")

for a PROJECT generally described as: Expansion of the City of Sherman Water Treatment Plant.

ARTICLE 1. SCOPE OF SERVICES

ENGINEER will perform the Scope of Services set forth in Attachment A.

ARTICLE 2. COMPENSATION

OWNER will compensate ENGINEER as set forth in Attachment B. Work performed under this AGREEMENT may be performed using labor from affiliated companies of ENGINEER. Such labor will be billed to OWNER under the same billing terms applicable to ENGINEER's employees.

ARTICLE 3. TERMS OF PAYMENT

OWNER will pay ENGINEER as follows:

3.1 Invoices and Time of Payment

ENGINEER will issue monthly invoices pursuant to Attachment B. Invoices are due and payable within 30 days of receipt.

3.2 Interest

3.2.1 OWNER will be charged interest at the rate of 1-1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 days after receipt of invoice. Payments will first be credited to interest and then to principal.

3.2.2 In the event of a disputed billing, only the disputed portion will be withheld from payment, and OWNER shall pay the undisputed portion. OWNER will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

3.2.3 If OWNER fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving 7 days' written notice to OWNER, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.

ARTICLE 4. OBLIGATIONS OF ENGINEER

4.1 Standard of Care

The standard of care applicable to ENGINEER's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. ENGINEER will reperform any services not meeting this standard without additional compensation.

4.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

4.3 ENGINEER's Personnel at Construction Site

4.3.1 The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

4.3.2 ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

4.3.3 The presence of ENGINEER's personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

4.5 Construction Progress Payments

Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

4.6 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

4.7 Access to ENGINEER's Accounting Records

ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to OWNER during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit

accounting records applicable to a cost-reimbursable type compensation.

4.8 ENGINEER's Insurance

ENGINEER will maintain throughout this AGREEMENT the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.
- (e) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

ARTICLE 5. OBLIGATIONS OF OWNER

5.1 OWNER-Furnished Data

OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

5.2 Access to Facilities and Property

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER's facilities as may be required in connection with ENGINEER's services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services or PROJECT construction.

5.4 Timely Review

OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER in a timely manner.

5.5 Prompt Notice

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any

development that affects the scope or timing of ENGINEER's Services, or of any defect in the work of ENGINEER or construction contractors.

5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, ENGINEER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

5.7 Contractor Indemnification and Claims

5.7.1 OWNER agrees to include in all construction contracts the provisions of Article 4.3, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

5.7.2 OWNER shall require construction contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability insurance policy.

5.7.3 OWNER agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. OWNER will be the only beneficiary of any undertaking by ENGINEER."

5.8 OWNER's Insurance

5.8.1 OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

5.8.2 OWNER will provide for a waiver of subrogation as to all OWNER-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, affiliates, and subcontractors.

5.8.3 OWNER will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite OWNER-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to ENGINEER and the construction contractor(s) (or OWNER), and their respective officers, employees, agents, affiliates, and

subcontractors. OWNER will provide ENGINEER a copy of such policy.

5.9 Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

5.10 Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. OWNER agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

6.3 Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such event, ENGINEER'S contract price and schedule shall be equitably adjusted.

6.4 Limitation of Liability

6.4.1 To the maximum extent permitted by law, ENGINEER's liability for OWNER's damages will not, in the aggregate, exceed \$1,000,000.

6.4.2 This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

6.4.3 This limitation of liability will apply whether ENGINEER's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors.

6.5 Termination

6.5.1 This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

6.5.2 On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

6.6 Suspension, Delay, or Interruption of Work
OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER's contract price and schedule shall be equitably adjusted.

6.7 No Third-Party Beneficiaries
This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

6.8 Indemnification

6.8.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of ENGINEER, ENGINEER's employees, affiliated corporations, and subcontractors in connection with the PROJECT.

6.8.2 OWNER agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of OWNER, or its employees or contractors in connection with the PROJECT.

6.9 Assignment

This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

6.10 Consequential Damages

To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for OWNER's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, OWNER will indemnify ENGINEER for any such damages.

6.11 Waiver

OWNER waives all claims against ENGINEER, including those for latent defects, that are not brought within 2 years of substantial completion of the facility

designed or final payment to ENGINEER, whichever is earlier.

6.12 Jurisdiction

The substantive law of the state of the PROJECT site shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.13 Severability and Survival

6.13.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.13.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.14 Materials and Samples

Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.15 Engineer's Deliverables

Engineer's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

6.16 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

6.17 Ownership of Work Product and Inventions

All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. OWNER shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A--Scope of Services

Attachment B--Compensation

IN WITNESS WHEREOF, the parties execute below:

For OWNER, _____

dated this _____ day of _____, 20____

Signature _____

Signature _____

Name (printed) _____

Name _____

Title _____

Title _____

For ENGINEER, CH2M HILL Engineers, Inc.,

dated this 10th day of September, 2014

Signature Edwards M. Motley

Signature _____

Name (printed) Edwards M. Motley

Name (printed) _____

Title Designated Signature

Title _____

ATTACHMENT A

Scope of Services

Sherman WTP Expansion

Introduction

The City of Sherman (Owner) built its surface water treatment plant to treat water from Lake Texoma in 1993. The plant's initial finished water capacity was 10 million gallons per day (mgd) and utilizes conventional treatment followed by an Electro Dialysis Reversal (EDR) desalination process. The Owner desires to expand the plant by 10 mgd of finished water capacity.

The scope of this project is to design improvements to expand the existing Sherman Water Treatment Plant by 10 mgd to 20 mgd of finished water capacity. The expanded plant will use the Reverse Osmosis process for desalination and microfiltration or ultrafiltration as pre-treatment.

The Owner currently disposes of the reject brine from the desalination process through its sanitary sewer system. Ultimately, the city desires to obtain a separate discharge permit and dispose of the brine as a separate discharge in the Red River.

The scope of services to be provided include pilot studies to select membrane technologies, assistance in membrane procurement, design services for the water treatment plant expansion and the brine pipeline, services during construction, and services during project close out. The project will be designed for two construction contracts – one for the water treatment plant expansion and one for the brine pipeline.

Preparation of a discharge permit application for the brine will be performed under a separate contract.

BASIC SERVICES

Task 1 – Pilot Study

1. Investigate Texas Commission on Environmental Quality (TCEQ) requirements for pilot testing. Coordinate with the TCEQ for any special requirements that may be required for this project.
2. Evaluate various technologies for Microfiltration (MF) or Ultrafiltration (UF) membrane systems and determine which systems are most suitable for treating Lake Texoma surface water. Pre-select the top three systems and prepare an Invitation to Pilot outlining the terms and conditions of a 3 month pilot study to meet TCEQ requirements and to form the basis of a competitive procurement of the MF/UF membrane equipment for the Sherman WTP expansion.
3. Prepare a detailed protocol outlining the testing plan and procedures that will be used during the piloting of the MF/UF and Reverse Osmosis (RO) systems. Submit the

protocol to the TCEQ for approval. Make modifications to the protocol as required to obtain TCEQ approval.

4. Provide technical assistance to the membrane suppliers and the Owner for coordinating support facilities and setting up the pilot units on site. Assist in the coordination of the City's procurement of equipment (building, pumps, tanks, valves, instrumentation, etc) that will be necessary to support the manufacturer supplied pilot equipment. Scope does not include fees associated with the rental of the MF/UF or RO pilot units or the purchase of any of the required support equipment.
5. Provide on-site operation of the pilot unit on a part-time basis. It has been estimated that CH2M HILL personnel will be on-site an average of 20 hours a week during the 3-month pilot study. During the time on site, the operation of the units will be checked, data collected and logged, and samples collected for analyses of various water quality parameters of concern. Owner personnel will be responsible for the operation of the pilot units when CH2M HILL staff are not on site and for coordinating any necessary repairs with the membrane suppliers.
6. Prepare a final report outlining the results of the pilot study. Submit the final report to the Owner and the TCEQ for approval.
7. Standard laboratory analyses associated with the pilot will be performed on-site. Laboratory analyses that cannot be performed on-site will be sent to CH2M HILL's Applied Sciences Laboratory. An allowance of \$25,000 has been included in this scope of work for outside laboratory analysis. If actual laboratory analysis costs vary (above or below) from this allowance then the lump sum contract value will be adjusted accordingly at actual cost.

Task 2 – MF/UF Membrane Procurement

1. Prepare the front-end documents required for a competitive procurement of the MF/UF membranes. Cost proposals will be solicited from the membrane manufacturers based on life cycle costs over a 20-year period. Selection will be performed on a negotiated basis and will be based on cost, effectiveness as shown in the pilot study, and other intangibles identified during the preparation of the proposal documents.
2. Prepare technical specifications to accompany the front end documents for membrane procurement. The technical specifications will outline the level of quality and scope of supply for the membrane equipment and will form the basis for the cost proposal.
3. Solicit from each MF/UF manufacturer a proposed flux rate to be used in their cost proposals. The proposed flux must be based on, and supported by, data obtained during the first 30 days of piloting. Evaluate the manufacturer's flux rate proposals and either approve or request modification of the rates proposed.
4. Prepare any addendums to the membrane procurement proposal documents that may be required based information obtained from the on-going piloting.
5. Evaluate cost proposals from each of the MF/UF manufacturers. Lead a session to clarify proposals and negotiate final costs and scope of supply with each vendor. Provide a written summary of the proposals and make a recommendation for award.
6. Present the results of the proposal evaluation to the Owner.

Task 3 – Plant Expansion Design

1. General Description

The project generally consists of providing final design, construction drawings, specifications and construction phase services for the City of Sherman Water Treatment Plant 10-mgd Expansion Project. The project is based on information presented in the *Sherman WTP Expansion Evaluation* report (February, 2014) completed by CH2M HILL. The project includes the design and services during construction for a 10 million gallon per day (mgd) expansion of the Sherman WTP as outlined in the evaluation report.

Specific facilities for which CH2M HILL will provide design and construction services are described below.

1. One new preoxidation basin
2. A new membrane building sized for a 25 mgd plant finished water capacity at a blend ratio of 50% RO treated water.
3. New MF/UF membrane skids to produce 11.3 mgd of MF/UF filtered water (total plant filtered water capacity of 22.3 mgd)
4. New RO membrane skids to produce 5 mgd of RO permeate (total plant demineralization capacity of 10 mgd and total plant finished water capacity of 20 mgd).
5. Recycle pump station modifications to allow metered return of settled backwash water to the head of the plant.
6. A new brine storage lagoon (or connections to an existing lagoon), concentrate pump station, and concentrate meter vault to allow pumping of brine to a new discharge location.
7. Upgrade of plant electrical and control systems to accommodate new facilities provided under this contract.
8. Modification of yard piping to connect new facilities.
9. Upgrade of chemical feed systems to accommodate increased flow rate and new facilities. It is assumed that new chemical storage facilities will not be required for potassium permanganate, chlorine, ammonia, fluoride, and sodium hexametaphosphate, although chemical feed capacity may need to be modified. Alum and sodium hydroxide storage and feed modifications may be required. All chemicals associated with the membranes will be designed for installation in the new membrane building.
10. Addition of larger pumps in existing pump locations at the High Service Pump Station.

2. Schematic Design Phase

The purpose of this task is to utilize the decisions documented in the Expansion Evaluation Report to develop and evaluate design concepts and agree upon a single design concept. The end products from this task will include preliminary engineering concepts and sketches for Owner and TCEQ review and design team coordination and review. CH2M HILL will conduct an interactive workshop with the Owner's personnel prior to the conclusion of this task. The deliverable from this phase will be a schematic design report with brief discipline narratives, 2-dimensional sketches, and a preliminary opinion of construction cost. The design is estimated to be approximately 30 percent complete at the conclusion of this phase. Specific work activities are as identified below. A preliminary cost estimate will be

provided at this stage. This estimate should be considered as a conceptual estimate with a range of +50% to -30%

Civil and Site Development

Schematic design work will include the following activities.

- Develop plant site layout. This will include activities such as: (1) determine structure size, location, and orientation; (2) evaluate flood plain impacts and constraints; (3) locate utility and piping corridors (horizontal and vertical).
- Evaluate surveying needs; define surveyors' scope of work (if required); coordinate with geotechnical engineer on boring locations (if required); record any required boring locations on site drawings.
- Set preliminary finished floor levels and top elevations for new structures. Establish preliminary finished grades to minimize any necessary earthwork.

Structural

Schematic design for structural will include the following activities.

- Description of each structure, including codes, loading, materials, structure type
- Develop design loads, including seismic, wind, earth pressures, rain, etc.
- Develop stability analysis parameters and deflection requirements and limits
- Consult with lead process engineer on building/structure layouts.
- Develop building foundation and structure concepts based on schematic building layouts
- Describe materials, including design parameters, codes, design procedures for concrete and reinforcement, steel, aluminum, masonry, fiberglass and wooden structures

Process/Mechanical

Schematic design for process/mechanical will include the following:

- Determine size/capacity of each process and related equipment.
- Prepare process flow diagrams (PFDs).
- Develop process narratives.
- Select and size all equipment. Prepare sizing calculations and obtain review.
- Prepare list of equipment with sizing. Coordinate with the Owner on preferences of equipment manufacturers and types.
- Prepare preliminary sketches for equipment arrangements.
- Prepare yard piping for major piping.

Instrumentation and Control Systems (I&CS)

Schematic design work for the instrumentation and control will include the following activities.

- Coordinate with the process engineer(s) to prepare a process flow drawing (PFD) for each process.
- Develop equipment/instrument tag numbering, naming, and abbreviation conventions.
- Work with Process Engineer to prepare written operational description for each process.
- Develop overall control philosophy including local control approach, control system, level of automation, and supervisory control.
- Develop preliminary P&IDs and control block diagram

Electrical

Schematic design work for electrical will include the following.

- Prepare preliminary overall one-line diagram for proposed facilities.
- Prepare preliminary load calculations. .
- Determine source of power for equipment being added.
- Determine redundancy requirements for power supplies.
- Coordinate with other disciplines (mechanical) to resolve code compliance issues specific to these disciplines. Develop preliminary schedule of hazardous and corrosive locations.

Schematic Design Workshop

CH2M HILL will conduct a one-day workshop with the Owner's personnel to review the work products. Final minutes from the workshop will be assembled and submitted to the Owner.

3. Design Development Phase

The purpose of this phase is to utilize the decisions documented in the Schematic Design Report to complete and finalize the preliminary calculations, develop the project design to achieve a true "design freeze", and prepare an updated opinion of construction cost. Structures, equipment, major plant piping, process, site plan are all finalized during this phase to allow final detailing of the same in the next phase of design. The deliverable at the conclusion of this phase will be 2-D drawings which are further refined from previous layouts and sketches. The design is estimated to be 60 percent complete at the conclusion of this phase. The majority of the quality control review and approval will occur prior to the finalization of the work products from design development phase. A budgetary cost estimate will be provided at this stage based on the 60% design documents. The cost range provided will be +30% to -20%

Civil and Site Development

- Freeze civil design concept. Structures and major site element horizontal locations are finalized. Structure floor/control levels and finished grades are finalized.
- Define demolition requirements and limits. Define contractor staging, storage, access, and off-site access corridors.
- Prepare preliminary site drawings showing any required modifications to site grading.
- Develop preliminary yard piping modifications required. Identify corridors for smaller piping and other utilities. Pipes 4-inches and smaller in diameter will be field routed.
- Show storm water control concepts (swales, curb, and gutter) on the design development drawings.
- Finalize traffic flow, parking, and lay out road access to new structures.

Structural

- Coordinate with geotechnical engineer to establish foundation design criteria for proposed facilities. Review geotechnical report and discuss foundation design approach with geotechnical engineer and senior structural reviewer
- Document structural design concept for each structure.
- Finalize materials of construction (cast-in-place versus precast concrete, roof structures, etc).
- Prepare preliminary floor plan for all structures.

Mechanical

- Assemble catalog cuts for all process equipment. Complete equipment data sheets or equipment list on all equipment items.
- Coordinate with I&CS in the finalization of P&IDs.
- Select piping materials.

Instrumentation and Control

- Finalize P&IDs for internal coordination use.
- Prepare preliminary I/O count. Size and locate I/O locations for distributed control systems (DCS). Locate and size new or expanded I/O racks.
- Summarize I&C system design philosophy for each process being metered in a process control narrative. Include a description of the field elements to be used for each application and preliminary set points for major I&C elements. Update/finalize control system block diagram. Finalize typical control diagrams/loop diagrams for each type of control scheme to be used.

Electrical

- Determine number of circuits required to feed the new loads. Locate new or existing panels to power the new circuits. Prepare preliminary circuit lists for proposed loads. Coordinate with lead process engineers to size equipment motors.
- Prepare detailed electrical load calculations.
- Prepare a preliminary layout of any new electrical equipment located in each existing electrical room. Determine equipment requiring uninterruptable power supplies (UPS) and locations of UPS equipment. Coordinate with I&C discipline to determine space requirements and locations for control equipment. Locate major I/O termination panels, TJB's, and control panels.
- Define/document requirements and concepts for control special systems: Data highway (control system) and Data highway (LAN, office automation).
- Identify rights-of-way and routing methods for electrical conduit and tray. Lay out duct bank system (major runs/manholes). Coordinate with civil yard piping. Locate manholes and hand holes.
- Define hazardous locations (NFPA 820) and document. Define corrosive locations and document.

Design Development Workshop

CH2M HILL will conduct one 1-day design workshop to review the work products with the Owner's personnel and other key project staff. The review materials will be refined 2-D drawings. This workshop is critical to reach closure on all of the design issues with the Owner's personnel. The workshop should include all key individuals from the Owner organization – plant operations maintenance and Owner's PM at a minimum. Final workshop minutes documenting the key decisions along with the work products produced through the subtasks listed above will be submitted to the Owner.

Design Development Deliverables

- Design development review drawings
- Draft technical specifications
- Budgetary cost estimate
- Workshop minutes

4. Contract Document Preparation

The purpose of this task is to develop the final contract drawings, specifications, and schedules for competitive bidding. Key activities during this phase will include:

Contract Document Completion

- Finalize specification front-end documents, including General Conditions, General Requirements, bidding documents, bonds, and Instruction to Bidders. Owner input is required at this point to determine construction contract requirements and insurance requirements.
- Coordinate with Owner on advertising and bidding process.
- Prepare final construction drawings.
- Prepare final technical specifications.
- Prepare final calculations.
- Complete final checking and coordination review.
- Prepare a final opinion of construction cost

Final Review Workshop

CH2M HILL will conduct one 1-day workshop to conduct a final review of the work products with the Owner's personnel and other key project staff. The Owner will prepare one set of collated comments and submit them to CH2M HILL. This workshop is critical to reach closure on all remaining design issues with the Owner's personnel. The workshop should include all key individuals from the Owner's organization – plant operations and maintenance and Owner's PM at a minimum. Final workshop minutes, documenting the key decisions and responses to the Owner's comments will be submitted to the Owner.

Incorporation of Final Review Comments

CH2M HILL will modify the contract documents to reflect all agreed upon final review comments from the Owner, applicable regulatory agencies and CH2M HILL's quality control review team. The final documents will then be submitted to the Owner.

Contract Document Preparation Deliverables

- Final design review drawings
- Review contract documents and specifications
- Final budgetary cost estimate
- Workshop minutes
- Bid Documents

5. Design Assumptions

1. The design work on this project will last 7 months from completion of piloting and MF/UF membrane procurement and be completed in December 2015.
2. The design approach will be based on interactive workshops and informal deliverables (e.g., sketches, a few preliminary drawings, catalog cuts, and workshop meeting minutes) as opposed to formal, comprehensive documentation such as TMs and extensive drawings. The design will be executed in CH2M HILL's Dallas design center. CH2M HILL's design manager and project manager will attend the workshops. Other discipline engineers will be available as needed.

3. With the exception of the final Owner review, the project team will not stop during formal reviews of submittals. Quality issues will be discussed on an ongoing basis with the Owner.
4. Owner will review the 30 percent, 60 percent and 100 percent complete contract document submittals.
5. The design will be based on the federal, state, and local codes and standards in effect at the start of the project. Any changes in these codes may necessitate a change in scope.
6. The design documents will be prepared for a single construction contract.
7. CH2M HILL's front-end documents and Division 1 specifications will be used.
8. CH2M HILL master specifications will be used as the basis for all General Requirements (Division 1) and all technical specification sections in Divisions 2 through 49.
9. Electronic copies of the contract documents and technical specifications will be delivered to the Owner as PDF files.
10. The drawings will follow CH2M HILL CAE/CAD standards.
11. Microstation will be used to develop the drawings, but electronic deliverables to Owner will be both in Microstation and PDF format.
12. Copies of all existing plant construction drawings will be provided by the Owner. These drawings are considered record drawings and, as such can be relied upon to be accurate for design purposes, unless otherwise noted by Owner or readily observable by site inspection.
13. Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted as a separate contract.
14. Incidental demolition will be accomplished as part of this contract. Incidental demolition will be indicated in plan and specifications
15. Any required topographic survey of the existing facilities and site will be performed under Task 8 as a Special Service. Existing topographic survey information will be used for the design of the new and modified facilities where possible. Legal, easement, or plat surveys will not be required for any of the sites.
16. Any required geotechnical investigation of the plant site will be performed under Task 9 as a Special Service. Existing geotechnical reports will be used to design building foundations where possible.
17. Location of existing underground utilities, duct banks and site piping in the area of the work will be determined by consulting as-built drawings. CH2M HILL will use the information obtained to assist with design of the facilities. Contractor will be responsible for locating the exact locations of pipes and existing underground utilities near the construction areas.
18. Civil site work plans will be provided only for areas of the site involving significant disturbance to existing grading.
19. Site drawings will only be prepared for those sectors in the plant where new facilities are to be constructed.
20. Landscaping will be limited to seeding or sodding.
21. The only new roadway work required is in immediate area of new facilities.
22. Roadway profile drawings are not required.
23. The capacity of the existing storm water collection and control facilities is adequate to handle the new construction.
24. Conventional spread foundations will be required for all new facilities.
25. Building sprinkler systems are not required for the new and existing buildings.
26. Design concerning "plant-wide" utility systems such as basin drainage, water, and in-plant waste collection/disposal will be limited to extensions or changes in piping or the like. No new structures or equipment will be needed.
27. Profile drawings for underground utilities are not required.

28. Yard piping profiles are not required.
29. Instrumentation and control will generally be similar in type and sophistication to existing. New control systems will be provided for the membrane packages. No significant modifications to existing I&C equipment or systems will be needed.
30. Software programming for the installation and operation of project components will be provided by the process and control instrumentation system supplier. If software programming is undertaken by CH2M HILL, our cost will be modified.
31. The new instrumentation and control system will be based on the use of programmable logic controllers. Monitoring of the plant status will be by a commercially available PC based software package.
32. The adequacy of the existing primary power supply to handle any new loads will be evaluated as part of the design. If primary power supply modifications are needed, the effort to complete the associated design will be added by a change to this scope and fee.
33. Point-to-point wiring diagrams will not be provided.
34. No corrosion control provisions will be required other than coatings, material selection and addressing dissimilar metal interfaces.
35. Eight copies of 11 X 17 drawings will be provided for each internal (30%, 60% and 100%) review by the Owner. Six copies of bid documents (11x17 drawings and specifications) will be provided to Owner.
36. The final construction contract deliverables will consist of 5 copies of 11 X 17 conformed drawings, 2 copies of full size conformed drawings and 5 copies of 8½ X 11 conformed legals and technical specifications. PDF files will also be provided.

Task 4 – Brine Pipeline Design

The purpose of this task is to provide detailed design of the piping system to convey brine from the Water Treatment Plant to an existing manhole connection with the City of Sherman sewer collection system located near the intersection of Highway 75 and Highway 691. This scope includes:

- Approximately 4 miles of 14-inch piping
- Crossing under Highway 75 and two Farm to Market roads.

1. Schematic Design

The purpose of the schematic design is to gather existing data, establish design criteria, and develop the best apparent system configuration. The activities include:

- Field reconnaissance
- Data collection
- Hydraulic calculations
- Develop design criteria
- Route selection
- Surveying
- Geotechnical field investigation and geotechnical data report (performed under Task 9)
- Geotechnical baseline report for the bored crossings (performed under Task 9)

Deliverables

- Design criteria
- Geotechnical data report (performed under Task 9)
- Geotechnical baseline report (performed under Task 9)
- Preliminary design drawings

2. Design Development

This task takes the schematic design concept and begins development of a final design package for bidding. The following tasks are included:

- Task management and coordination
- Develop general drawings, including cover, index, abbreviations, legends, and survey control
- Perform calculations and engineering to develop pipeline plan sheets and specifications
- Perform calculations and engineering to develop special pipeline crossing detail and specifications
- Perform calculations and engineering to develop drawings and specifications for mechanical and piping details including:
 - System Schematic
 - Blow-off and air valve details
- Develop 50 Percent Construction cost estimate and schedule
- Perform QA/QC review of 50 percent design

Deliverables

The deliverables for this task will include 50 percent design drawings, details, and specifications.

3. Final Design

This task takes the design from a 50 percent level and completes plans, drawings, and specifications into a biddable set of contract documents. The following tasks are included:

- Incorporate review comments on 50 percent design from City of Sherman
- Prepare a 90% complete set of documents for internal review and review by the City of Sherman. Collect review comments and incorporate into the final documents
- Complete the design drawings for all disciplines
- Complete contract specifications including legal and technical sections
- Finalize construction cost estimate and schedule.

Deliverables

Final set of plans and specifications ready for bidding as a separate contract.

Assumptions

- Easements and ROW's procured by others
- Permitting, if required, will be performed by others
- Plant and profile sheets will be shown at 50-scale
- Design will be performed concurrently with the design of the water treatment plant expansion
- Subsurface utilities will be shown based on best available documentation. Any required subsurface utility exploration will be performed under the Surveying allowance under Special Services
- Survey control will be based on local benchmarks (elevation control and basis of bearing). If more than one entity is involved, the entity with the best available control information will be used
- Pipeline project will be bid as a separate project.

Task 5 - Bidding Services

CH2M HILL will provide services to assist the Owner in selection of a Contractor for the construction of the water treatment plant and a separate Contractor for construction of the brine pipeline. These services will consist of the following.

1. Project Advertisement

CH2M HILL will assist the Owner in preparing advertisements announcing or soliciting bids for the construction of the two projects. The Owner will be responsible for advertisement. The advertisement period for the contract for construction will be approximately 4 weeks.

2. Preparation and Delivery of Bid Documents

CH2M HILL will assist the Owner in assembling the Bid Documents and delivering the bid documents to prospective bidders. CH2M HILL will maintain a list of prospective bidders receiving the Bid Documents and sell the documents.

Reproduction, distribution and mailing costs for the bidding of the contract for construction will be recovered by CH2M HILL selling the documents to prospective bidders.

3. Bid Period Information Requests

CH2M HILL will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the written response thereto. CH2M HILL will provide written technical interpretation of the contract bid documents and will prepare written proposed responses to all bidders' questions and requests, which may be in the form of addenda.

4. Pre-Bid Conference

CH2M HILL will assist the Owner in arranging and conducting one pre-bid conference for each project. CH2M HILL will assist the Owner in developing the agenda and content of the

pre-bid conferences. CH2M HILL will take minutes or make other provision for documenting the results of the pre-bid conferences. CH2M HILL will also record all questions and requests for additional information, and shall coordinate with the Owner for issuing responses and additional information.

5. Addenda

CH2M HILL shall assist the Owner in issuing all Addenda to the Bid Documents and shall distribute Addenda to the bidders. It is assumed that three addenda for each construction contract will be issued.

6. Bid Opening and Evaluation

CH2M HILL will assist the Owner in opening of bids. CH2M HILL will review all bids and evaluate them for responsiveness and bid amount. CH2M HILL will prepare an evaluation and include recommendation for award of the contract for construction, or other action as may be appropriate. The Owner shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids. CH2M HILL will provide technical (but not legal) advice in bid protest situations. Only the two lowest bids and supporting documentation will be evaluated.

7. Conformed Documents

Prepare conformed contract drawings for use during construction incorporating all of the design changes made by addendum during the bid phase.

8. Bidding Assumptions

1. No Pre-negotiation of materials or equipment is anticipated.
2. A total of two bid packages to be awarded as two separate construction contracts will be prepared by CH2M HILL. Up to two additive or deductive alternatives will be included in the package.
3. Prospective contractors will not be evaluated for pre-qualification by CH2M HILL.
4. Each contract for construction will be bid only once.

Task 6 - Services During Construction Phase

CH2M HILL will provide services to assist in coordinating the site activities, administering the contracts for construction, monitoring the contractor's performance, responding to design and technical submittals, and closing out the contracts for construction.

1. Pre-Construction Meeting

CH2M HILL shall attend one pre-construction meeting with the Contractor for each project to review the project communication, coordination and other procedures and discuss the Contractor's general workplan and requirements for the project.

2. Project Site Meetings

CH2M HILL will attend monthly meetings with each Contractor. We have assumed a construction period of up to 18 months. A longer construction period may require additional fee.

3. Payments to Contractor

CH2M HILL will receive and review the Contractor's requests for payment. Recommendations by CH2M HILL to the Owner for payment will be based upon CH2M HILL's knowledge, and field information provided by the Resident Observer and Owner field personnel. Such recommendations do not represent that continuous or detailed examinations have been made by CH2M HILL to ascertain that the Contractor has completed the work in exact accordance with the contract for construction; that CH2M HILL has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work, materials or equipment has passed to the Owner free and clear of liens, claims, security interests, or encumbrances.

4. Change Orders

CH2M HILL will assist the Owner with the review and recommendation of changes to the contracts for construction. Design and engineering services to prepare drawings, specifications and other information for the change shall be considered as Additional Services, and shall entitle CH2M HILL to additional compensation for the design services.

CH2M HILL will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. CH2M HILL will assist the Owner with negotiations of the proposal and will provide final recommendation to the Owner. It is assumed that these changes will be minor in nature. Any significant changes may require additional fee.

5. Claims and Disputes

CH2M HILL will receive, log, and notify the Owner about all letters and notices from the Contractors concerning claims or disputes between the Contractors and Owner pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. CH2M HILL will review all such letters and notices and will discuss them with the Contractors as necessary to understand each such claim or dispute. CH2M HILL will advise the Owner regarding the Contractor's compliance with the contract requirements for such claims and disputes. CH2M HILL will assist the Owner in discussions with the Contractors to resolve claims and disputes.

CH2M HILL will not, except as part of Additional Services, participate in judicial or alternative dispute resolution procedures for the claims or disputes. Any claims resolution or litigation assistance requested of CH2M HILL will constitute additional services.

6. Design Team Visits

CH2M HILL will coordinate monthly visits to the site by select design team members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review any specific items of work that are brought to the attention of the design team members by the Contractor or the Owner. We have assumed that each design discipline (Process Mechanical, Pipeline, Structural, Electrical, and I&C) will conduct five site visits each during the construction period. Any additional site visits may require additional fee. The presence or duties of CH2M HILL's personnel at a construction site do not make CH2M HILL or CH2M HILL's personnel in any way responsible for those duties that belong to the Owner and/or the Contractors or other entities, and do not relieve the Contractors or any other entity of their obligations, duties, and responsibilities, including but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in

accordance with the construction Contract Documents and any health or safety precautions required by such construction work. CH2M HILL and CH2M HILL's personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the Contractor(s) or other entity or any other persons at the site except CH2M HILL's own personnel.

7. Factory and Off-Site Tests and Inspections

No tests or inspections of work, materials and equipment for the project at off-site facilities and suppliers are anticipated.

8. Substantial and Final Completion

CH2M HILL will assist the Owner with inspections at substantial and final completion, in accordance with the contract for construction. CH2M HILL shall make recommendations to the Owner regarding acceptance of the work based upon the results of the final inspection.

9. Shop Drawings, Samples and Submittals

CH2M HILL will obtain from the Contractors a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by each contract for construction, along with the anticipated dates for submission.

CH2M HILL will coordinate with the design team for the reviews of the Contractor's shop drawings, samples, and other submittals. CH2M HILL will log and track all shop drawings, samples and submittals.

CH2M HILL and design team's review of appropriate shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

CH2M HILL will assist the Owner in reviewing and responding to the Contractor's requests for substitution of materials and equipment. CH2M HILL will review such requests and will advise the Owner as to the acceptability of such substitutions.

CH2M HILL's scope shall be based upon the scope of work in the contract for construction and shall include for a maximum of two submissions by the Contractor for each shop drawing, sample or submission. Should the total number of reviews required of CH2M HILL and design team exceed 1.5 times the total number of original submittals, CH2M HILL shall be entitled to additional compensation.

10. Contractor Clarifications and Requests for Information (RFI/CCIR)

CH2M HILL will review the Contractor's requests for information or clarification of the contract for construction. CH2M HILL will coordinate such review with the design team and with the Owner as appropriate. CH2M HILL will coordinate and issue responses to the requests. CH2M HILL will log and track the Contractor's requests.

11. Services During Construction Phase Assumptions

1. The construction period will last up to 18 months beginning March, 2016.
2. The project will be constructed under two general contracts for construction.
3. CH2M HILL will conduct one final inspection for each construction contract lasting one day including travel time.
4. CH2M HILL will not provide construction surveying services.
5. All site visits during construction will be conducted by local staff.

Task 7 - Services During Close-Out Phase

CH2M HILL will assist the Owner in closing out the contract for construction and commencement of the Owner's use of the completed work. CH2M HILL's services shall include the following.

1. Substantial Completion

CH2M HILL will assist the Owner in issuing documents for substantial completion and acceptance of the work. CH2M HILL will advise the Owner on payment, and partial release of retention.

2. Final Completion

CH2M HILL will assist the Owner in issuing documents for final completion and acceptance of the work. CH2M HILL will advise the Owner on final payment, release of retention, and release of insurance and bonds.

3. Record Drawings

CH2M HILL will revise the original design drawings to reflect available record information provided by the Contractors and equipment suppliers. CH2M HILL is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings. Two full size sets, and two half size hard copies will be submitted to the Owner as well as PDF's of all final drawings for each construction contract.

4. Operations Manual and Training

CH2M HILL will review the equipment Operations and Maintenance Manuals provided by the equipment vendors and the Contractors for compliance with the contract documents. The manuals will be provided in both hard copy and electronic format.

Training of Owner's staff will be provided by the equipment manufacturers. A CH2M HILL representative from the Dallas Office will attend these sessions upon request to assist the equipment manufacturer. We have provided an allowance of 16 hours for attendance of these sessions.

5. Start-Up Support

CH2M HILL will attend and witness field and factory performance tests as specified in the contracts for construction and CH2M HILL contract scope.

CH2M HILL will furnish assistance to the Owner in plant startup and initial plant operation by assisting the operating personnel assigned by the Owner.

CH2M HILL will provide a total of 8 man-days of start-up assistance. Our start up team will consist of an electrical/I&C engineer and a process mechanical engineer.

One instrumentation and control demonstration test will be witnessed for a total of two days.

SPECIAL SERVICES

Task 8 - Surveying

General Intent

CH2M HILL intends to design the pipeline using land form data obtained by a subconsultant surveyor taken from current (existing) aerial photography, supplemented with ground topography data and new aerial survey. Therefore, the scope of work required from the surveyor will generally include supplemental effort needed to establish control for aerial photographic mapping, utility surveys, boundary and easement locations, and ground topographic surveying. These requirements are described in further detail in the following paragraphs. The work for this task will be performed under an allowance for Special Services established in the engineering agreement.

General Requirements

The following survey data will be applied in the development of base files for construction drawings:

- Establish a project baseline with stationing to facilitate pipeline design.
- Locate property lines and easements.
- Locate aboveground features, such as utilities, valve boxes, trees, curbs, pavement, and fences.
- Locate inverts and identify pipe sizes of accessible pipes, such as sanitary sewer and stormwater pipes.
- Tie top of operating nuts and flags set by utility companies to control.
- Identify available manhole invert and rim elevations.
- Coordinate with utility companies (or 1-800-DigTESS) to have subsurface lines marked for field location.
- Tie all trees six inches (6-inch caliper) and larger within the survey limits to control.
- Survey natural ground elevations, all grade breaks, and cross-sections every 100 feet along the proposed alignment. The 100 foot cross-sections will be tied to the project baseline established by the surveyor.
- Locate underground utilities or structures within the survey limits. Such utilities include, but are not limited to: wastewater, water, gas, electric, storm sewer, telephone, and television cable. The surveyor will contact 1-800-DigTESS or individual utility companies to mark existing underground utilities in the field and will show all utilities on the base map, based on either field locations or available construction as-built drawings.

- Locate and stake twenty-eight geotechnical boring locations as provided by the Engineer. Survey existing ground elevation at each boring location.
- All survey information will be provided on compact disc in AutoCAD (2013 or newer) compatible and in an ASCII file formatted to CH2M HILL requirements. Computer-assisted design (CAD) data will be established on unique layers and in a format to allow for isolation of survey data.
- Certificate of Insurance is available upon request.

Control

- All geodetic surveying with global positioning system (GPS) data will be prepared in the NAD83 horizontal datum. An adjustment was conducted in Texas (using GPS), which resulted in the 1993 HARN network. The network was extended to nearly all historical, conventionally surveyed federal monumentation. Projects should be referenced to the published HARN coordinates of National Geodetic Survey (NGS) monumentation.
- Elevations will be referenced to the NAVD88 vertical datum.
- The coordinate system is the State Plane Coordinate System in NAD83; however, units of length will be in U.S. Survey Feet rather than meters. Horizontal coordinates should be carried out to 0.001 feet, unless otherwise instructed. Processing and adjusting GPS data may be done in the metric system but all project data must be delivered in U.S. Survey Feet.
- Coordinates of all points X, Y, will be provided to the nearest 0.01 foot and Z to the nearest 0.01 foot (0.1 foot for unpaved ground surface elevations).
- National Mapping Accuracy Standards for contour interval accuracy will be followed.
- All work will be performed under the direction of a land surveyor licensed in and in good standing in the state of Texas.
- Permanent control points will be established, as required, to provide a maximum distance between control points of 2,000 feet. The permanent control points will be set outside the limits of construction (if possible) and will be a 5/8-inch iron rod set with a plastic cap stamped with "COS TRAV. PT." The control points will be tied to the County's benchmarks via a differential level.

Task 9 – Geotechnical Investigation

A subconsultant will conduct a geotechnical investigation and perform associated laboratory testing for the design of the brine disposal pipeline. CH2M Hill geotechnical engineers will analyze the data and prepare a Geotechnical Baseline Report for the crossings as part of this task. The proposed construction will consist of approximately 4 miles of 14-inch pipeline. All work associated with this Statement of Work shall be conducted under the direct supervision of a geotechnical engineer registered in the State of Texas. All work for this task will be performed under the allowance established in the engineering agreement.

Field Investigation

- A. Subconsultant shall contact Texas one-call system and obtain all permits and clearances from authorities and utility companies that are needed to execute the field program.
- B. The subconsultant shall furnish all necessary labor, tools, equipment, and materials to implement the scope of work described herein.
- C. The soil borings shall be located using Global position technology (GPS) and staked in the field by surveyor.
- D. Borings shall not be relocated without consultation with the Owner.
- E. Conduct seven 50-foot Standard Penetration Test (SPT) borings, two at each Farm to Market road crossing and three at the Highway 75 crossing. The soil borings shall be taken to 50 feet deep or to drilling refusal, whichever is shallower but a minimum of 10 feet below the depth of the proposed boring. Obtain Shelby tube samples at 2.5 foot minimum intervals when soft clayey soil is encountered.
- F. Conduct twenty-two 10-foot-deep SPT borings, along the proposed pipeline alignment in accordance with ASTM D1586.
- G. Pocket penetrometer readings shall be taken and recorded in accordance with a best practice guideline whenever cohesive soils are encountered.
- H. The depth of borings may be changed at Engineer's discretion depending on the soil profile encountered.
- I. Groundwater table shall be recorded in each boring when encountered and at 24 hours after completion of the boring. Install observation wells and piezometers in all borings that encounter high permeability soils below the water table. The other borings, after taking the 24 hour groundwater reading measurement, shall be backfilled in accordance with state requirements.
- J. The samples recovered from the borings shall be properly packaged and labeled. Disturbed samples shall be placed in jars that are marked both on the jar lid and on a label on the side of the jar. The following information shall be clearly marked in the jars: job number, boring number, sample number, sample depth, SPT blow counts, sample recovery, and date.
- K. All field testing shall be performed following the relevant ASTM standards.

Rock Coring

- A. Ten-foot rock coring shall be conducted at six 50-foot borings to be made at highway crossing locations if refusal is encountered at depth shallower than the proposed boring depths. Rock coring shall be performed using 5 or 10-foot long double-tube core barrel with a minimum size of NX.
- B. The rock cores shall be stored in timber boxes, 5-feet long, marked clearly with the project name, boring number, top elevation, bottom elevation, recovery in inches, percent recovery, and Rock Quality Designation (RQD) in inches and percentage, for each core run. Photo records of each core box are required immediately after each box has been filled, and before it is transported to the laboratory. Rock cores for

cohesive rocks such as shale and mudstone shall be wrapped and protected and laboratory testing shall be completed within 10 days after recovery.

- C. The following information shall be recorded as a minimum in the coring logs:
 - a. Type, color, and grain size of the rock,
 - b. Fracture counts per foot,
 - c. Discontinuity descriptions (orientation, infilling material if encountered, and staining if relevant),
 - d. Weathering conditions,
 - e. Fracturing and spacing conditions,
 - f. Strength and hardness of the rock,
 - g. Joint Roughness (J_r) Number, and
 - h. Joint Alteration (J_a) Number.
- D. During rock coring, observation such as coring rate (foot per minute) shall be recorded. Also, loss of circulation of drilling mud or water shall be recorded.

Laboratory Testing

- A. Subconsultant shall recover enough soil samples as needed to conduct the laboratory tests.
- B. The geotechnical laboratory tests shall consist as a minimum of the following:
 - a. Conduct a minimum of 15 Atterberg Limit tests (ASTM D-4318).
 - b. Conduct a minimum of 15 mechanical sieve analyses (ASTM D-422) with wash 200.
 - c. Conduct natural moisture content on every sample tested for Atterberg Limits.
 - d. Conduct a minimum of 4 consolidation tests on Shelby tube samples as directed by the Engineer.
 - e. Conduct a minimum of six unconfined compressive strength tests on selected intact rock and soil samples.
 - f. Conduct a minimum of 5 sets of soil corrosivity tests, including soil resistivity, pH, Redox potential, sulfides, and moisture content on selected samples.
- C. The number and types of tests can be changed at Engineer's discretion. The actual number of laboratory tests and types will be adjusted to suit the actual soil conditions encountered.
- D. All laboratory testing shall be performed in accordance with the relevant ASTM or AASHTO standard.

Soil Boring Log Requirements

Soil boring logs shall show at the minimum the following information:

- a. Location, boring number, and elevation of ground surface at boring location

- b. Name of driller and geotechnical engineer present at time of drilling
- c. Equipment type and models used; drilling method
- d. Location of each sample taken, type of sampler used, Standard Penetration Test blow count or other test results
- e. Unified Soil Classification (ASTM D-2487) and verbal description of each soil sample including type, moisture, density, colorations, and stratification
- f. Graphic representation of strata based on field examination and logging and verified by laboratory tests
- g. Locations of changes in strata by depth or elevation
- h. Groundwater elevation

Graphic Representation Requirements

- a. Site location map
- b. Site plan showing boring locations and proposed construction
- c. Results of laboratory tests (data plots, output curves)
- d. Subsurface profiles or diagrams as may be appropriate

Deliverables

All the above field testing, laboratory testing, analyses, evaluation, and recommendations shall be presented in a Geotechnical Data Report (GDR) prepared in general accordance with Geotechnical Baseline Reports for Construction, 2007, ASCE Press. A Geotechnical Baseline Report (GBR) will be prepared by CH2M HILL engineers under this task for the areas being bored at the road crossings. Geotechnical reports shall be signed and sealed by a Licensed Geotechnical Engineer in the state of Texas.

Immediately after completion of the field testing program, draft copies of all the soil borings and rock coring logs for review.

Anticipated Schedule

The anticipated schedule for the project is as follows:

Notice to Proceed	October 2014
Pilot Test Plan Development	October 2014 thru December 2014
Pilot Procurement and Installation	December 2014 thru February 2015
Pilot Testing	March 2015 thru May 2015
MF/UF Membrane Procurement	May 2015 thru June 2015
WTP Expansion Design	April 2015 thru January 2016
Brine Pipeline Design	April 2015 thru January 2016
Advertisement of Construction Contracts	February 2016

Notice to Proceed for Construction

April 2016

Construction

April 2016 thru June 2017

Startup

July 2017 thru September 2017

Attachment B

Compensation – shall be described to include the following:

For services enumerated in Attachment A, Scope of Services, City will compensate ENGINEER as follows:

For Basic Services (Tasks 1 through 7) ENGINEER shall be compensated on a Lump Sum basis in the amount of \$1,865,770 (One Million Eight Hundred Sixty-five Thousand Seven Hundred Seventy dollars). ENGINEER will submit monthly invoices based on current percent complete on the project.

For Special Services (Tasks 8 and 9) ENGINEER shall be compensated based on ENGINEER's actual Salary Cost multiplied by a factor of **2.0**, plus Direct Expenses, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. Costs associated with Surveying and Geotechnical subconsultants shall be compensated at actual cost plus a service charge of **10 percent** of subcontracts (Surveying and Geotechnical),

Salary cost is the amount of wages or salaries paid ENGINEER's employees for work directly performed on the Project plus the cost of fringe benefits associated with those labor costs.

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, special OWNER approved PROJECT specific insurance, letters of credit, bonds, and equipment and supplies; and (2) ENGINEER's current standard rate charges for direct use of ENGINEER's laboratory test and analysis, printing and reproduction services, and certain field equipment.

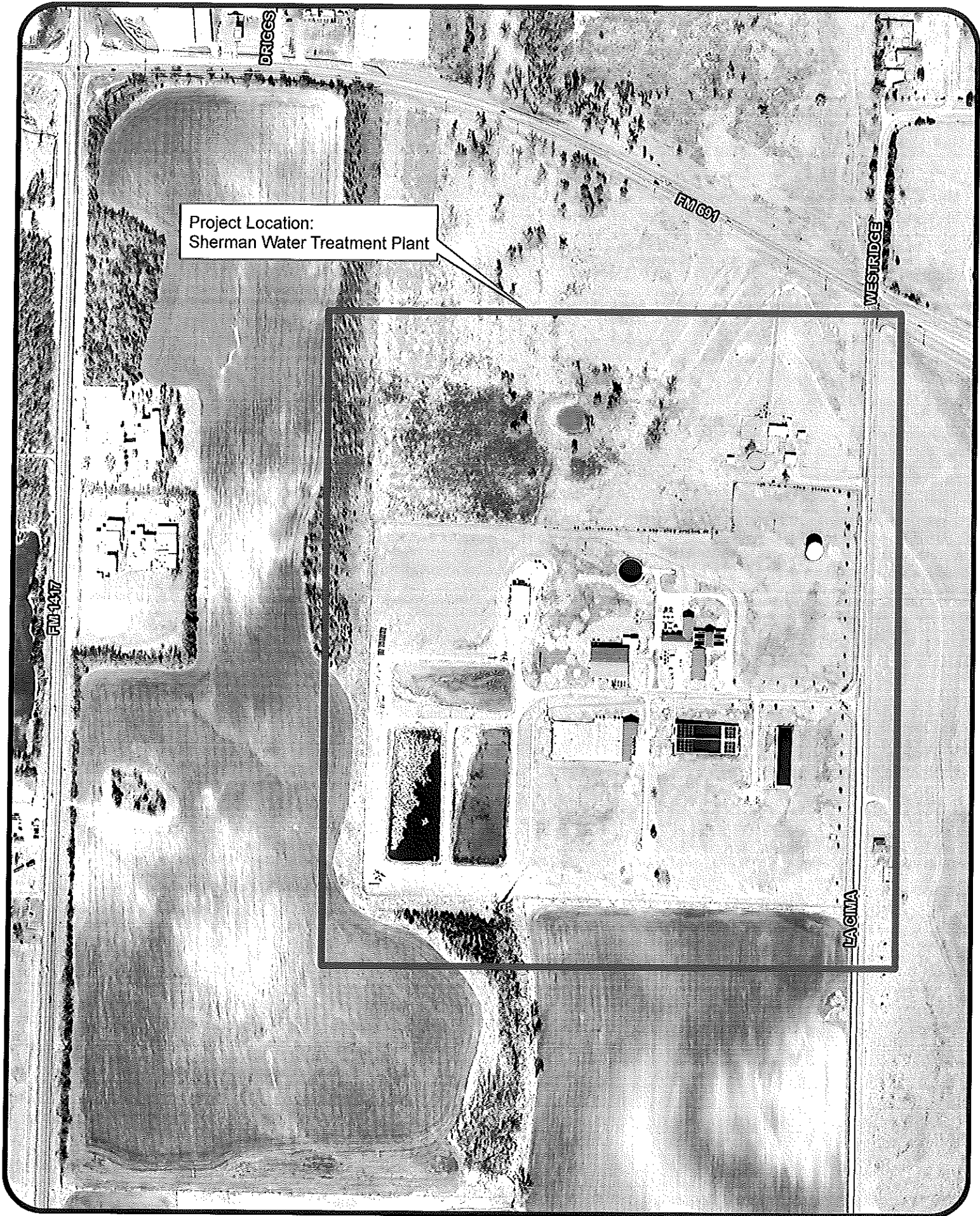
An allowance of \$50,000 (Fifty Thousand Dollars) has been established for Task 8 and \$35,000 (Thirty-five Thousand Dollars) for Task 9 and will not be exceeded without written approval of OWNER.

WTP Expansion

Anticipated Schedule

The anticipated schedule for the project is as following:

Notice to Proceed	October 2014
Pilot Test Plan Development	October 2014 thru December 2014
Pilot Procurement and Installation	December 2014 thru February 2015
Pilot Testing	March 2015 thru May 2015
MF/UF Membrane Procurement	May 2015 thru June 2015
WTP Expansion Design	April 2015 thru January 2016
Brine Pipeline Design	April 2015 thru January 2016
Advertisement of Construction Contracts	February 2016
Notice to Proceed for Construction	April 2016
Construction	April 2016 thru June 2017
Startup	July 2017 thru September 2017



Project Location:
Sherman Water Treatment Plant





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 10/06/2014

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

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5887

Authorizing Execution of an Integrated Supply Agreement with AME168, Inc., d/b/a NAPA Auto Parts

Issue:

To consider approval of an agreement with AME168, Inc., d/b/a NAPA Auto Parts (NAPA) for NAPA to become the City's primary fleet automotive parts supplier

Background:

NAPA's Integrated Business Solutions services are designed to be a cost effective way to manage parts inventory, lower parts cost and increase productivity. This program is currently integrated in multiple municipalities and businesses nationally and in Texas. Examples are the City of Denton, City of Houston, City of Fort Worth, and City of Garland. NAPA will move into the current Equipment Service Center's parts room, purchase the entire usable inventory, and assist in selling any obsolete parts. NAPA will have ownership of the ongoing parts inventory and agrees to have 85% of common parts on hand and 95% available within 24 hours. Having an onsite store will increase parts availability, decrease vehicle downtime, and improve department productivity. Parts will be sold to the City at cost plus 10%. Both NAPA and the City are members of the National Joint Powers Alliance (NJPA), a Minnesota-based Service Cooperative providing competitively bid pricing. This, in conjunction with NAPA's national purchasing power, is estimated to provide substantial cost savings to the City.

Origination:

Equipment Maintenance Services

Financial Consideration:

The City will supply the area in the Equipment Services Center and will perform building upgrades estimated at \$17,000.00. NAPA's purchase of current usable inventory is estimated at \$70,000.00. The obsolete parts have a purchase cost of approximately \$8,500.00. Funds are available in the FY 2015 budget for this program.

Staff Recommendation:

It is recommended that the Council approve the Integrated Supply Agreement with NAPA.

Alternatives:

As directed by the Council

Attachments

Resolution No. 5887

Integrated Supply Agreement

Letters of Recommendation

NJPA Certificate of Membership

RESOLUTION NO. 5887

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; 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 Integrated Supply Agreement with AME168, Inc., d/b/a NAPA Auto Parts, pursuant to the terms and provisions of the contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
AME168, INC., dba NAPA AUTO PARTS
AND
CITY OF SHERMAN

**INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
AME168, INC. (d.b.a., NAPA AUTO PARTS)
AND
CITY OF SHERMAN**

THIS INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **AME168, Inc.**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), and City of Sherman, ("CUSTOMER"), to be effective as of the 6th day of October, 2014 (the "Effective Date").

W I T N E S S E T H

WHEREAS, pursuant to a competitive bidding and selection process by the National Joint Powers Alliance (hereinafter, "NJPA"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, NJPA and NAPA executed contract #010511 on or around February 24, 2011 (hereinafter, "NJPA Contract"), attached hereto as Exhibit A, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of NJPA (hereinafter, "Member"), the State of Texas and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to NJPA Members set forth in the NJPA Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such NJPA Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the NJPA Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the NJPA Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.
- (b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.
- (c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

2. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

City of Sherman Fleet Maintenance
100 S. Rusk St
Sherman, TX 75090
Manager: Kent Sweat

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. **TERM.** This Agreement shall begin the date this Agreement is fully executed and shall end when the NJPA Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a cost statement of the parts operations to the CUSTOMER on approximately the 2nd of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER, and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. DUTIES AND RESPONSIBILITIES OF CUSTOMER. CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment. NAPA shall be responsible for daily cleaning of the On Site Store.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no

intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative. CUSTOMER will be granted full access to the server and telephone room.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. **ALTERNATIVE SUPPLIERS.** Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Owned Store, then such NAPA Owned Store must evidence its desire to abide by the terms of this Agreement.

7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 15th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 15th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

- (a) ***Product Costs.*** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs,***" which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs,***" which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

- (b) **Operational Costs.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, and all equipment supplied by NAPA. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit C. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit C are subject to change in the sole discretion of NAPA based on the actual monthly parts purchases made by CUSTOMER during the term of the Agreement.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to CUSTOMER at cost
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Gross profit is calculated by dividing the acquisition cost by .90. Operational costs will be charged to CUSTOMER at cost, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

(a) CUSTOMER is a state agency and is self-insured for liability and workers compensation through the Texas Municipal League. CUSTOMER shall provide to

NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

(d) Neither Customer nor the Texas Municipal League shall procure or provide insurance for NAPA property or Inventory.

9. NO LIENS.

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

(b) CUSTOMER grants NAPA a power of attorney to execute such documents as are necessary to protect NAPA's interest in the Inventory on consignment on CUSTOMER's premises, including any UCC-1 statements.

10. PERSONNEL. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. WARRANTY/LIABILITY DISCLAIMER. All products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. EFFECT OF TERMINATION. Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 15, 17, 18, and 20 shall survive the termination of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA branded Inventory owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost, and CUSTOMER shall have the option to

purchase all NAPA branded Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost.

CUSTOMER INITIALS: 

15. **CHANGE OF CONTROL.** NAPA may unilaterally terminate this Agreement by giving thirty (30) days written notice to CUSTOMER upon the occurrence of any one or more of the following events:

(a) A change in the management or ownership of CUSTOMER;

(b) A sale, lease, assignment or other transfer of CUSTOMER'S business or assets, whether through a stock purchase, merger, asset purchase, or other similar transaction, of at least a ten percent (10%) interest therein.

16. **LANDLORD CONSENT AND WAIVER.** Not applicable.

17. **INDEMNIFICATION.** NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

18. **NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: AME168, Inc.
1902 Texoma Pkwy
Sherman, TX 75090
Attn: Kyle Roberts
Telephone: (903) 893-4628
Facsimile: (903) 813-1350

As to CUSTOMER: City of Sherman
100 S. Rusk
Sherman, TX 75090
Attn: Kent Sweat
Telephone: (903) 892-7366
Facsimile: (903) 892-7177

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified

mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 18.

19. FORCE MAJEURE / DAMAGE OF PREMISES.

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

20. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

21. AMENDMENTS. No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

22. NO WAIVER OF RIGHTS. No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. LIMITATIONS ON RIGHTS OF THIRD PARTIES. All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

24. INDEPENDENT CONTRACTOR. The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

25. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Texas.

26. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

27. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

28. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or enforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

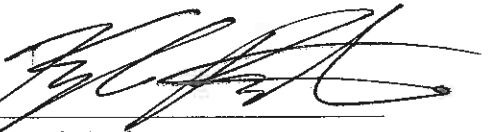
29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

30. **NJPA CONTRACT.** CUSTOMER and NAPA acknowledge and agree that the NJPA Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the NJPA Contract shall govern the relationship of the parties.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

AME168, Inc.

By: 
Name: Kyle Roberts
Title: Owner

Attest:

By: _____
Name: Linda Ashby
Title: City Clerk

City of Sherman

By: _____
Name: George Olson
Title: City Manager

Approved as to form and content:

By: _____
Name: Brandon Shelby
Title: City Attorney

EXHIBIT A

NJPA CONTRACT

See attached.

A

NJPA AWARDED CONTRACT

NJPA VENDOR CONTRACT SUMMARY – NAPA IBS

DATE February 24, 2011	RFP # 010511
AWARDED CONTRACT NUMBER 010511-GPC	NJPA RFP TITLE & CATEGORY Vehicle Maintenance And Repair With Related Accessories, Supplies, And Services Vehicle Auto Truck/Parts Inventory Management
CONTRACT PERIOD February 24, 2011 through February 23, 2015	PRICING MODEL Percentage Discount from Catalog/List
DESCRIPTION Auto & Truck Parts, Chemicals & Paints, Tools & Equipment, Specialty, Industrial Parts available through the NAPA Integrated Business Solutions (IBS) program. This is a Vendor Managed Inventory program.	
VENDOR NAME AND ADDRESS Genuine Parts Company 2999 Circle 75 Parkway Atlanta, GA 30339	VENDOR CONTACT Jett Kuntz 303-623-7373 ext. 14 Jett_Kuntz@genpt.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS "Contract" as used herein shall mean cumulative documentation consisting of this RFP, an entire Proposers response, and a fully executed "Acceptance and Award" pursuant to this RFP. ♦ <u>Request for Proposal (RFP)</u> ♦ <u>Bid Acceptance & Award</u> ♦ Bidder's Response and Pricing - Available upon request from the NJPA Contract Manager	RELATED CONTRACT DOCUMENTATION <u>Board Minutes</u> <u>Bid Evaluation</u> <u>Affidavit of Advertisement</u> <u>Bid Opening Witness Page</u> <u>Bid Comment & Review</u>
DOCUMENTATION OF CONTRACT MAINTENANCE <u>Contract Renewal 2014</u> <u>Contract Renewal 2013</u> <u>Contract Renewal 2012</u>	ADDITIONAL INFORMATION: <u>NAPA IBS-Genuine Parts Company Contract Award Announcement</u>

NJPA INFORMATION

NJPA CONTACT Gordy Thompson	TITLE NJPA Contract Manager
PHONE 218-894-5489	EMAIL Gordy.Thompson@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org

National Joint Powers Alliance®

Contract Purchasing Department

EXHIBIT B
ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, AME168, Inc., a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER/POP], a _____ (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated _____ by and between Genuine Parts Company and _____ [CUSTOMER] (the "Integrated Supply Agreement").

Location(s): _____

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on _____.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 20____.

ASSIGNOR:

ASSIGNEE:

AME168, Inc.

_____ [JOBBER/POP]

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Agreed and acknowledged:

_____ [CUSTOMER]

By: _____

Name: _____

Its: _____

EXHIBIT C

SAMPLE OPERATIONAL COSTS STATEMENT

See attached.

EXHIBIT C

	SERVICE CENTER	ESTIMATE	NAPA/IBS	DIFF
ANNUAL PARTS	\$ 536,000	28%	\$ 384,848	\$ 151,152
EST. LABOR (loaded)	\$ 69,001		\$ 81,060	\$ (12,059)
EST. FEES AND EXPENSES	\$ 5,676		\$ 23,520	\$ (17,844)
EST. PARTS COST PLUS 10%		10%	\$ 38,485	\$ (38,485)
TOTAL	\$ 605,001		\$ 527,913	\$ 82,764

NOTES:

- * Through cost comparisons of actual purchases there is an estimated 28% decrease in parts costs
- * Est. Labor for the Service Center is currently performed by multiple employees just to manage parts
- * Est. Labor for NAPA/IBS includes a full time manager and helper to manage parts
- * Fees and Expenses include vehicle and office equipment/supplies

* This cost statement is a conservative estimate. Under this scenario, the reduction in the annual cost of parts will pay for the program. No labor reductions will take place but will improve fleet maintenance efficiency and allow reallocation of labor to support other needs within Public Works.

* The expectation is that when NAPA/IBS begins managing the parts, continued reductions in cost will be realized.



May 5, 2014

RE: NAPA Integrated Business Solution (IBS)

TO WHOM IT MAY CONCERN:

The City of Fort Worth has contracted with Genuine Parts Company (also known as NAPA) on two separate occasions for the Parts Supply and Management Services in support of the Equipment Services Department fleet operations. The initial contract was from 2002 to 2008. The second contract was from 2012 to present. Over the past 14 years, we have found NAPA to be a good partner to handle the parts supply for the City of Fort Worth fleet.

NAPA provides parts supply at each of our three service centers. The City of Fort Worth fleet consists of a very diverse mix of vehicles including vehicles for Police, Fire, Public Works, Water Utility, Parks, Code Compliance, etc. The City of Fort Worth fleet does NOT maintain any Solid Waste vehicles. The City of Fort Worth fleet is comprised of over 3,500 vehicles ranging from golf carts to bull dozers and Police cars to Fire trucks.

NAPA does an exceptional job of providing parts for all automotive vehicles. Also, the IBS works hard to procure parts for off-road, heavy and fire equipment. Each service center contains a NAPA IBS store staffed by NAPA personnel. Each store is totally dedicated to servicing the needs of the City of Fort Worth. The NAPA staff has been incorporated into the daily operations of our award winning fleet organization.

NAPA operates their IBS stores in conjunction with the service center hours. The IBS store opens, closes and is on call at the same times as each service center. Each IBS location has been an integral partner in numerous emergency operations including tornados, hurricane evacuation, and ice storms by providing 24/7 access to parts during emergency operations.

I would recommend NAPA Integrated Business Solutions as a comprehensive program to supply parts, accessories, tools and equipment for a mixed fleet of vehicles.

Sincerely,

Wayne Corum
Director



Equipment Services Department





GARLAND

TEXAS MADE HERE

April 29, 2014

Mr. Ken Hanson
635 Freeport Parkway
Coppell, TX

Re: Garland NAPA IBS

Dear Ken:

This letter is to acknowledge that the City of Garland has had more than (10) ten year relationship with NAPA and the Integrated Business Services Group. During this time, we have increased our on-hand inventory by 65%, while reducing obsolete inventory.

In addition to this progress, we have been able to take advantage of your volume purchasing resulting in bottom-line savings, and in some cases increased the quality of our parts. Your team always works well with our group and we are looking forward to working with you in the future.

Sincerely,

Terry Anglin
Director of Fleet Services
City of Garland, TX

/km

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

General Services Department

Fleet Services Division

1901 Brooklyn Avenue
Kansas City, Missouri 64127

4725 Coalmine Road
Kansas City, Missouri 64130

5300 Municipal Avenue
Kansas City, Missouri 64120

2400 NE Russell Road
Kansas City, Missouri 64116

TO: Whom it May Concern

FROM: Sam Swearngin – Fleet Administrator for City of Kansas City, Missouri

DATE: April 18, 2014

SUBJECT: NAPA Vehicle Parts Operation

For over 15 years NAPA Integrated Business Solutions has been operating our parts facility within our 1901 Brooklyn location. In 2009, NAPA IBS took over parts operations for the City's Municipal Service Center as well as the Aviation Department. NAPA's IBS program was brought to the City to improve efficiency, lower costs and exposure associated with running a parts department as well as decreasing vehicle down time. Currently, NAPA is under contract to perform. The performance criteria are based on a pre-determined need to procure parts in the most efficient way and are outlined in detail. For example; a percentage of parts shall be available at the time of need by the mechanic (75 % immediately upon request, 85% within one hour of the request, 98% within 3 days of the request). The NAPA parts operation is less expensive overall. Annual operational costs savings estimates are approximately \$350,000.00.

Furthermore, NAPA's technology brings further benefits to the City through avenues that the City would not have otherwise. NAPA's computerized inventory management system has \$10 million in parts inventory listed in local warehouses and retail stores alone and has access to millions more nationally. By simply entering the make, model and year, NAPA instantly accesses 78 warehouses totaling over 20 million part numbers --no waiting, no calling, and no chance for miscommunications. In addition to the obvious efficiency benefit, the system has proven to be a valuable management tool when considering vehicle repair options.

The City no longer has exposure to the costs and controls of owning a parts inventory. The cost of obsolete parts goes away. Because the City doesn't own the inventory, the problem of wasting thousands of dollars a year surplus old stock for pennies on the dollar goes away. NAPA owns and is responsible for maintaining optimum inventory levels to meet the performance goals. No up-front costs. The City doesn't pay for any part until it has been signed for and received by the technician. The City has more control over the brand/quality of parts over the long run, which allows for maintaining part consistency and quality. City staff has the right (and has exercised the right in the current contract) under the agreement to purchase outside the contract at any time if it is in the best interest of the Department/City to do so. Theft/loss of inventory goes away. NAPA is 100% responsible for the inventory.

Part "core charges" are instantly credited on all parts. The City is relieved of paying any core charges and core part tracking schemes. Part Warranty: Part warranty tracking is simplified resulting in more claims being reimbursed to the City.

NAPA's IBS program helps initiate savings above and beyond the cost of the part. The City now receives one statement per month instead of literally hundreds. With NAPA, the Stores Manager has more time to focus on more important tasks (such as price and quality comparisons) than dealing with "no value added" administrative tasks. Same is true for our Accounting Dept.; one statement per month, one bill per month. There is a reduction in regulatory administration as Material Safety Data Sheets are provided and maintained by NAPA. The cost and liability of operating and maintaining delivery vehicles goes away. NAPA uses their own vehicles to deliver parts.

NAPA also accommodates the City's need for personnel flexibility: NAPA provides qualified personnel, if needed, 24 hours a day, seven days a week and human resource levels can be quickly adjusted to respond to changing needs. NAPA has considerably more purchasing power than the City. NAPA has the ability to utilize sources that buy in bulk and pass the savings on to the City. For example; according to the periodic Cost Saving Analysis provided in November 2013 a new supplier for 4" cutting edges is expected to yield an estimated \$3,967 in annualized cost savings. It is important to note cost savings are an ongoing process.

City fleet technicians are more efficient with NAPA. With virtually all variables constant, the City realized a 27-minute per work order productivity gain with the implementation of the NAPA contract when it was implemented at the Brooklyn Shop. City fleet technician's morale improved with NAPA. City fleet technicians have consistently expressed a preference for the NAPA arrangement rather than the City operated storeroom. City fleet technicians can pick up parts at any one of the NAPA retail stores. Under the current contract, this has significantly improved our technician's efficiency in repairing vehicles on the road and/or in outlying areas of the City. Technical Training: City fleet technicians receive automotive and truck technical training. Under the negotiated terms of the contract, NAPA is to provide this training at no additional charge. Statistics show that NAPA has provided up to an average of 500 training hours annually; in such varied areas as Brake Systems, Tire Pressure Monitoring System, Fuel Injection, Air Conditioning, Heavy Duty Charging and Starting Systems, etc.

Through NAPA's paint program the City is able to have consistent paint standardization, city staff receives periodic technical training. Under the program, City fleet body repairers are trained how to mix and match paint in-house using provided paint storage and mixing equipment. The body repairers also learn to use low VOC painting techniques that help prevent emissions that result in smog. The program has eliminated color matching errors, improved time efficiencies, greatly reduced paint waste and improved air quality. Under the negotiated terms of the contract, this program is provided at no additional charge. Hydraulic Hose standardization and upgraded equipment: Standardizing the hydraulic hose reduces hose failures and environmental risks, while improving safety and efficiency. Under the negotiated terms of the contract, NAPA is to provide hydraulic crimping equipment at all four maintenance locations at no additional charge.

The City of Kansas City, MO is very pleased with NAPA's IBS program and their performance. I would recommend NAPA's IBS program to any government or business that is looking for a more efficient and productive vehicle parts operation.



"A community working together to achieve an exceptional quality of life."

Tony Delgado
Deputy City Manager

August 17, 2012

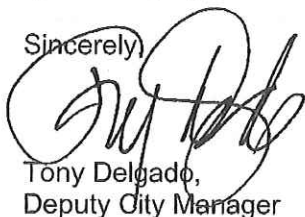
John Crane, Genuine Parts Company
11716 North Florida Ave
Tampa, FL 33612

Dear Mr. Crane:

I would like to take this opportunity to thank you and your staff for sustained outstanding service and support to the City of Lakeland over the last two years. Our Fleet Management Division has enjoyed great success since initiating our public-private partnership with NAPA Integrated Business Solutions. All of our expectations and more have been realized, from streamlining inventory management, to stabilizing and even reducing material costs, to improving maintenance productivity. From our quantified financial outcomes, to recognition in national award competitions, by all accounts the decision to partner with your organization has been the right thing to do for the City of Lakeland.

We look forward to an extended partnership and continued success for both our organizations, and would be happy to share our experiences with NAPA IBS or any public organization that would like to contact us. Our Fleet Manager, Gary McLean, would be the point of contact for specific inquiry and can be reached at 863-834-8818 or gary.mclean@lakelandgov.net.

Sincerely,



Tony Delgado,
Deputy City Manager

TD/clg



Integrated Business Solutions®

PARTS. PEOPLE. PRODUCTIVITY.

POWERED BY 

*Bryan Davis
Jim Hardesty
Western Division
January 18, 2012*

City of Sacramento Partnership with NAPA IBS

Sacramento is the capital of the State of California and the county seat of Sacramento County. Located in California's expansive Central Valley, it is the seventh most populous city in California. It is also the core cultural and economic engine of a four-county metropolitan area exceeding 2.1 million residents (El Dorado, Placer, Sacramento and Yolo counties). The Sacramento Metropolitan Area is the largest in the Central Valley and the fourth-largest in the state. Greater Sacramento has been cited as one of the five most livable regions in America.

Partners with NAPA Integrated Business Solutions. After one year of operation, NAPA provides a cost saving solution for the City of Sacramento Fleet Department. NAPA Integrated Business Solutions provides a full service parts department dedicated to the City of Sacramento Fleet Department. NAPA currently services 6 of the Cities garage locations.

The Fleet of Vehicles consist of over 2,700 vehicles and pieces of equipment. This wide variety of equipment includes heavy duty trucks, buses, tractors, light duty cars, trucks, police, fire ambulance and motorcycles. The City has also added several new hybrid vehicles.

The City of Sacramento was recognized as being ranked number 16 of the "100 Best Fleets" in 2011 and ranked number 7 in 2011 for the "Top Green Fleets" in North America.

Small Business, association continues to grow with NAPA and the City of Sacramento. NAPA uses multiple local small businesses within the City to provide specialized services. Over 36% of the services and items supplied to the City of Sacramento are provided by small business contracted NAPA. NAPA currently uses over 80 local vendors to provide service, availability and cost savings for the City. This continued association helps the local community with jobs, tax revenue and resource stimulation. Keith Leech, reported: "*NAPA has done an excellent job of reaching out to the community of our small business local suppliers*"

Savings, the City of Sacramento and NAPA continue to see savings and shop productivity increases from the on going partnership.



“NAPA has increased shop productivity, by having the parts on hand and available for the mechanics”

Keith Leech
Fleet Manager
City of Sacramento



Key IBS Benefits

- Increased Parts Availability
- Reduction in Equipment Down Time
- Elimination of Inventory Investment
- Reduced Transactional Costs to the City
- Core and Warranty Controls
- Expense allocation by Fleet Department
- Inventory Management
- Buying Power Synergies with other IBS locations
- Internal delivery Service of all purchased items
- Integration of Assetworks M5

<u>Cost Savings Analysis</u>	<u>2010</u>	<u>2011</u>	<u>Projected 2012</u>
Purchase Order Cost Savings	\$262,580	\$549,940	\$605,000
Shop Productivity Savings	\$188,325	\$414,103	\$456,000
NAPA Parts Cost Savings	\$105,493	\$90,849	\$100,000
Rebates Earned on Purchases	\$65,542	\$80,118	\$90,000
Vendor Management Cost Savings	\$49,700	\$65,300	\$72,000
Inventory Carrying Cost Savings	\$14,881	\$45,158	\$50,000
Inventory Obsolescence Savings	\$7,440	\$22,579	\$25,000
Core Returns Savings	\$6,213	\$10,057	\$11,000
Total Savings	\$700,174	\$1,278,104	\$1,409,000

Inventory management, NAPA IBS has purchased more than \$820,000 worth of inventory from the City of Sacramento, returning the funds to the City, for the Cities general cash flow enhancements.

- The City of Sacramento no longer has to worry about obsolete inventory from NAPA. Obsolete inventory is protected and managed by the NAPA TAM'S computer system.
- NAPA adds and replaces inventory on a regular basis.
- IBS managed inventories for replenishment and maintenance of city vehicle parts and service demands.

Shop productivity, has increased because of the increased availability for parts and reduced down time waiting for parts to be ordered and arrive. NAPA has a dedicated team of drivers and parts professionals to service the City's needs. Mechanics no longer spend time chasing down parts, and are dedicated to their core job responsibilities.

Vendor Management, NAPA IBS now handles the city's multiple vendor relationships to leverage combined fleet department purchases to negotiate better pricing and services from all city vendors.

- Consolidation of suppliers and vendors continue to add a huge cost savings for the City.
- NAPA IBS is responsible for paying all city vendors and consolidating their purchases into one bill.
- Decreased amount of PO's required and checks for individual invoices also add a large and on going savings for the City.



Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.


Duff Erholtz, Membership Manager



Competitively Bid National Cooperative Contract Solutions



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 10/06/2014

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

Approved By: George Olson, City Manager

Caption:

*** 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

Issue:

To consider awarding a bid for the City's annual maintenance of two-way radios and early warning siren system

Background:

A request to advertise for public bids was approved by the City Council in its meeting of July 21, 2014. The Invitation to Bid was publicly advertised; and one vendor submitted a bid on September 2, 2014. The bidder, Shipman Communications, Inc., is also the vendor currently providing these services to the City.

The proposed contract is an annual contract with the option to renew for two (2) additional twelve-month periods.

Origination:

Equipment Maintenance Services Department

Financial Consideration:

The bid submitted by Shipman Communications, Inc. includes annual maintenance costs of \$33,600.00 plus parts and repairs. Funds have been budgeted to cover the contract amount.

Staff Recommendation:

Staff recommends that the City Council award the annual contract to Shipman Communications, Inc.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5888

Shipman Contract

Shipman Bid Documents

RESOLUTION NO. 5888

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; 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 Shipman Communications, Inc. is hereby awarded the bid for two-way radio and early warning siren maintenance in the amount of Thirty-Three Thousand, Six Hundred Dollars and Zero cents (\$33,600.00) plus parts and repairs; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Shipman Communications, Inc. for two-way radio and early warning siren maintenance, 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



**CITY OF SHERMAN
STANDARD CONTRACT**

This Agreement is made by and between the City of Sherman, Texas, a home-rule municipality, hereinafter referred to as "Buyer", and the hereinafter named SELLER, referred to as the "Seller," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

Shipman Communications Inc.
Name

1815 West Morton
Address

Denison, TX. 75020
City, State, Zip

800-465-8297
Telephone

Wesleys7971@sbcglobal.net
Email

DESCRIPTION OF GOODS

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

Two-Way Radio + Early Warning Sign
Maintenance with parts as needed.

[CHECK ONE:]

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

Date of Delivery

OR

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

October 6, October 5, W/CS
DURATION: From September 15, 2014 to September 14, 2015

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice. Email invoices are preferred; email all invoices to tonim@ci.sherman.tx.us, with a cc for Public Works to kjenkins@ci.sherman.tx.us, for Fire/Emergency Services to jjjones@ci.sherman.tx.us, and for Police to ohenry@ci.sherman.tx.us. Invoices may also be mailed to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

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

CONTRACT TERMS AND CONDITIONS

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

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision,

Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.

- 10. SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
- 11. WARRANTY – PRICE:** The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.

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

- 12. WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 13. SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.
- 14. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or

Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

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

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

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

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

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

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

- 20. INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 21. APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
- 22. ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
- 23. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- 24. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
- 25. ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

INDEMNITY AND DISCLAIMER: BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR

PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

- 26. GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
- 27. SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
- 28. SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
- 29. NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this _____ day of

SELLER:

Wesley Short
(Signature)

Wesley Short - President
(Type/Print Name and Title/Position)

1815 West Monton
(Address)

Devison, TX. 75020
(City, State, Zip)

CITY OF SHERMAN:

By: _____
George Olson, City
Manager 220 W.
Mulberry Sherman,
TX 75090

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney



**City of Sherman, Texas
Equipment Maintenance Services Department
PO Box 1106
Sherman, TX 75091-1106**

Invitation to Bid

For

**ANNUAL REQUIREMENTS
FOR
TWO-WAY RADIO & EARLY WARNING SIREN MAINTENANCE**

BID NO. 2014-07

**CITY OF SHERMAN
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**CITY OF SHERMAN, TEXAS
FINANCE DEPARTMENT**

**INVITATION TO BID - BID NO. 2014-07; TWO-WAY RADIO & EARLY WARNING SIREN
MAINTENANCE**

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** are for your convenience in bidding on the enclosed referenced **TWO-WAY RADIO & EARLY WARNING SIREN MAINTENANCE** for purchase by the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Tuesday, September 2, 2014** at the following address:

**City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@ci.sherman.tx.us**

Bids may be submitted by mail to the following address:

**City of Sherman
Finance Dept – Bid for TWO-WAY RADIO & EARLY WARNING SIREN MAINTENANCE
P.O. Box 1106
Sherman, TX 75091-1106**

OR

Electronically at <https://www.publicpurchase.com>

OR

By delivery at the Municipal Building address listed above.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

**City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX**

Each bid delivered to the City shall be sealed and marked "Bid for TWO-WAY RADIO & EARLY WARNING SIREN MAINTENANCE 2014-07" on the exterior of the bid. Electronic submittals

may only be made through Public Purchase at <https://www.publicpurchase.com>. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown.** Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Tuesday, September 2, 2014** at which time the sealed bids will be opened.

The City of Sherman will receive sealed bids for: **TWO WAY RADIO & EARLY WARNING SIREN MAINTENANCE.**

IT IS UNDERSTOOD that the City Council of the City of Sherman reserves the right to reject any or all bids for any or all products and/or services covered in this invitation for bids and to waive informalities of defects in such bids.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

**CITY OF SHERMAN
GENERAL CONDITIONS**

FUNDING: Funds for payment have been provided through the City of Sherman budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the City of Sherman Finance Department after submission deadline will be considered void and unacceptable. The City of Sherman is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Finance Department shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the Contractor without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and Contractor so agrees upon submittal of their bid.

SALES TAX: The City of Sherman is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax. Contractor shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale, and shall be responsible to report and pay such taxes in a timely manner.

BID AWARD: The City reserves the right to award in the best interest of the City. The City also reserves the right to not award.

CONTRACT: This bid, when properly accepted by the City of Sherman, shall constitute a Contract equally binding between the successful Contractor and the City. No different or additional terms will become a part of this Contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made in writing by the City's Finance Department.

DELIVERY: All delivery and freight charges (F.O.B. City of Sherman) are to be included in the bid price.

DELIVERY TIME: Bids shall show number of days required to place goods ordered at the City's designated location. Failure to state delivery time may cause bid to be rejected. Successful Contractor shall notify the Service Department immediately if delivery schedule cannot be met. If delay is foreseen, successful Contractor shall give written notice to the Equipment Services Supervisor. The City has the right to extend delivery time if reason appears valid. Successful Contractor must keep the Equipment Services Supervisor advised at all times of the status of the order.

CONFLICT OF INTEREST: No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

DISCLOSURE OF CERTAIN RELATIONSHIPS Effective January 1, 2008 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Sherman not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The forms required to comply with Chapter 176 are available at <http://www.ethics.state.tx.us/forms.CIS.pdf>.

ETHICS: The Contractor shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Sherman.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this Invitation for Bid will be considered for award. Contractors taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Contractor has not taken exceptions and shall hold the Contractor responsible to perform in strict accordance with the Specifications of the RFP. The City of Sherman reserves the right to accept any and all, or none, of the exception(s)/substitution(s) deemed to be in the best interest of the City.

ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Sherman Finance Department. Addenda will be available on the city's website and on the Public Purchase website. Contractors who received an email notification of the RFP availability on the City's website or who are registered with Public Purchase will receive notification when addenda are posted.

BID MUST COMPLY with all federal, state, county, and local laws concerning these types of service(s).

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing and engineering practice.

All items supplied against credit must be new and unused, unless otherwise specified, in first-class condition and of current manufacturer.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE CONTRACTORS: A prospective Contractor must affirmatively demonstrate Contractor's responsibility. A prospective Contractor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or bid delivery schedule;
3. Have a satisfactory record of performance;

4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Contractor's ability to meet these minimum standards listed above.

CONTRACTOR SHALL PROVIDE with this bid response, all documentation required by this Invitation for Bid. Failure to provide this information may result in rejection of bid.

BID MAY BE AWARDED to one or more vendors, by item or group of items, including those available through cooperative purchasing agreements as the City deems necessary to be the best interest of the City.

SUCCESSFUL CONTRACTOR SHALL defend, indemnify and save harmless the City of Sherman and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Contractor, or of any agent, employee, subcontractor or Contractor in the execution of, or performance under, any Contract which may result from bid award. Successful Contractor indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Contractor shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with Owner City of Sherman a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the owner City of Sherman as an additional insured on the required coverage.

WAGES: Successful Contractor shall pay or cause to be paid, without cost or expense to the City of Sherman, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires including renewals, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Contractor must state therein the reasons for such cancellation. The City of Sherman reserves the right to award canceled Contract to next lowest and best Contractor as it deems to be in the best interest of the City of Sherman.

TERMINATION FOR DEFAULT: The City of Sherman reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City of Sherman reserves the right to terminate the Contract immediately in the event the successful Contractor fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these Specifications.

Breach of Contract or default authorizes the City of Sherman to exercise any or all of the following rights:

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. The City may take possession of all goods, fixtures and materials of successful Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Contractor shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful Contractor, default will be declared and all the successful Contractor's rights shall terminate.

Contractor, in submitting this bid, agrees that the City of Sherman shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

NOTICE: Any notice provided by this bid (or required by law) to be given to the successful Contractor by the City of Sherman shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Sherman, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful Contractor agrees to protect the City of Sherman from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this Contract, the City of Sherman may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the City of Sherman Finance Department and the successful Contractor.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Contractor, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number or containers, etc.

INVOICES shall show all information as stated above, and mailed directly to the City of Sherman Finance Department, PO Box 1106, Sherman, Texas, 75091-1106. All invoices must specifically list vehicle description and unit number to which all parts and labor will be applied. In addition, invoices shall list make and model numbers of all parts used for each item of work listed. Furthermore, all invoices must list labor hours per item of work, including no-charge items covered under maintenance contract specifications.

PAYMENT will be made upon receipt and acceptance by the City of Sherman for any item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment

Act, Article 601f V.T.C.S. Successful Contractor(s) required to pay subcontractors within 30 days.

ITEMS supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting Specifications shall be picked up and replaced by the successful Contractor at the next service date at no expense to the City of Sherman. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Sherman.

WARRANTY: Successful Contractor shall warrant that all items/services shall conform to the bid Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause bid to be rejected.

REMEDIES: The successful Contractor and the City of Sherman agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Sherman.

ASSIGNMENT: The successful Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of Sherman.

SPECIFICATIONS and model numbers are for description only unless noted otherwise in detailed specification in this bid packet. Contractor may bid on description only. Contractor may bid on alternate model but must clearly indicate alternate model being bid. Contractor must enclose full descriptive literature on alternate item(s).

SILENCE OF SPECIFICATION: The apparent silence of these Specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these Specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful Contractor shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Sherman by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY QUESTIONS concerning this Invitation for Bid and Specifications should be directed to the Finance Department at 903-892-7215.

SPECIFICATIONS FOR TWO-WAY RADIO MAINTENANCE

1. The successful vendor must be able to provide all maintenance repairs to the City's radio system, as required by The City of Sherman. Such maintenance repairs shall include all communication equipment consisting of repeater, dispatch console base units, mobile units, mobile data docking & peripheral (excluding laptops) supporting installations and maintenance, walkie-talkies, antennas, and coax, inclusive of police, fire, and public works. Contract period shall be September 15th, 2014 through September 14th, 2015.
2. All maintenance work is to be done, when possible, during normal working hours of 8 a.m. to 5 p.m., Monday through Friday. Maintenance work in the breakdown of a repeater for Police or Fire Department base units, or the base units themselves shall be available 24 hours per day, 7 days per week. The maximum response time on such work, as well as Public Works base problems, will be 30 minutes on-site response.
3. Should the need arise for a vehicle to leave the city limits of Sherman for maintenance or repair, it shall be the responsibility of the vendor to pick such vehicle up from the Equipment Service Center and to return vehicle to same upon completion of work. Successful vendor shall show proof to the City of sufficient liability insurance to cover any damage to the vehicle while it is in the vendor's possession for maintenance or repairs. Please state the address of your firm, if located outside the city limits of Sherman:

1815 West Norton, Denison, TX 75020

In addition, the Equipment Service Center shall have first knowledge of all Public Works repair requests for authorization and approval of such repairs as needed. Public Works vehicle pickup, return and release shall be approved by and through the Equipment Service Center, and at the discretion of the Equipment Service Center; Public Works vehicles may be delivered and picked up from the successful vendor.

4. The successful vendor shall inspect each transceiver unit, adjust, and repair, when necessary, at least one time each year, and each time the radio is bench tested, bringing said units up to operating standards of FCC current standards. Documentation that the unit has been checked and is in compliance shall be provided to the respective City department.
5. All parts will be paid for by the City. Vendor shall bill the parts at the lowest possible cost. Specify markup above vendor cost for said parts:

Percent Mark Up: 25% (will remain constant for the contract period)

6. It shall be an option to the City to request copies of vendor parts cost invoices used in the repairs of City equipment to verify said markup.
7. The Contractor will install and/or remove all mobile radio units and the City will correct any vehicle defects that interfere with the operation of the radio units. The City retains the right to install any public works vehicles as deemed necessary. The successful vendor will, in addition, be responsible for the installation of all mobile radios in all police, fire and public works vehicles at a flat rate per vehicle, as required by the City of Sherman. The flat rate will be constant for the duration of the contract.

Please specify the per vehicle flat rate:

	INSTALLATION (\$)	REMOVAL (\$)
Under-dash	100.00	25.00
Two-piece trunk/under-dash	145.00	45.00
Police Vehicle – Complete Change Out (NEW)	985.00	NA
Police Vehicle – Complete Change Out (TRANSFER)	985.00	195.00
Fire Vehicle – Complete Change Out (NEW)	750.00	NA
Fire Vehicle – Complete Change Out (TRANSFER)	750.00	125.00
Public Works Vehicle – Complete Change Out (NEW)	395.00	NA
Public Works Vehicle – Complete Change Out (TRANSFER)	395.00	95.00

8. The City of Sherman is exempt from all Federal and State taxes.

9. The contact persons for repairs are as

follows: Equipment Services Supervisor for:

Vehicle Radio repair and Public Works Base Units. For Public Works vehicles, only Service Center personnel are authorized to sign tickets.

Police Operations Bureau Chief or designee for:

Police Department base units, repeaters, radio equipment related to mobile data accessories, and walkie-talkies (hand-held).

Fire Chief or designee for:

Fire Department walkie-talkies (hand-held/head gear) and Fire Department mobile data accessories.

10. Payment shall be made to the successful vendor once monthly upon receipt of monthly invoice/statement.

11. The monthly set charge for the maintenance and repairs to The City of Sherman two-way radio equipment, emergency lighting equipment & relate ancillary equipment shall be:

Monthly Rate: \$ 2400.00 (charge will remain constant for contract period)

12. The set hourly rate for the maintenance and repair to The City of Sherman equipment for

repairs not covered under said contract shall be:

Hourly Rate: \$ 65.00 (rate will remain constant for contract period)

13. The successful vendor shall make recommendations to the City in reference to the need for replacement of equipment, new equipment that may come into existence that can be utilized in the communication system, equipment that is not performing to FCC standards, or is not performing in a satisfactory manner for the City's communication operations.

14. The successful vendor **SHALL PROVIDE WRITTEN DOCUMENTATION** to the City, including model & serial numbers, when radios and like equipment are moved from vehicle to vehicle, whether replaced or repaired.

17. The successful vendor shall show proof of:

- (1.) Appropriate qualifying FCC license for all qualified personnel.
- (2.) Factory Authorization to work on various brands and models as owned/operated by the City of Sherman.

SPECIFICATIONS FOR ANCILLARY EQUIPMENT NECESSARY IN SUPPORTING CITY TWO-WAY RADIOS AND EMERGENCY LIGHTING

1. The successful vendor must be able to provide all maintenance repairs to the ancillary equipment for two-way radio systems and emergency lighting, as required by The City of Sherman, in all Fire, Police and Public Works vehicles. Contract period shall be September 15th, 2014 through September 14th, 2015.

2. All maintenance work is to be done, when possible, during normal working hours of 8 a.m. to 5 p.m., Monday through Friday. Maintenance work in the breakdown of repeater-related ancillary equipment for Police or Fire Department base units, shall be available 24 hours per day, 7 days per week. The maximum response time on such work, as well as Public Works ancillary equipment problems, will be 30 minutes on-site response.

3. Should the need arise for a vehicle to leave the city limits of Sherman for maintenance or repair, it shall be the responsibility of the vendor to pick such vehicle up from the Equipment Service Center and to return vehicle to same upon completion of work. Successful vendor shall show proof to the City of sufficient liability insurance to cover any damage to the vehicle while it is in the vendor's possession for maintenance or repairs. Please state the address of your firm, if located outside the city limits of Sherman:

1815 West Montan, Devison, TX 75020

In addition, the Equipment Service Center shall have first knowledge of all Public Works repair requests for authorization and approval of such repairs as needed. Public Works vehicle pickup, return and release shall be approved by and through the Equipment Service Center, and at the discretion of the Equipment Service Center; Public Works vehicles may be delivered and picked up from the successful vendor.

4. The successful vendor shall inspect each transceiver unit, adjust, and repair, when

necessary, at least one time each year, and each time the radio is bench tested, bringing said units up to operating standards of FCC current standards. Documentation that the unit has been checked and is in compliance shall be provided to the respective City department.

5. All parts will be paid for by the City. Vendor shall bill the parts at the lowest possible cost. Specify markup above vendor cost for said parts:

Percent Mark Up: 25% (will remain constant for the contract period)

6. It shall be an option to the City to request copies of vendor parts cost invoices used in the repairs of City equipment to verify said markup.

7. The Contractor will install and/or remove all ancillary equipment and the City will correct any vehicle defects that interfere with the operation of the ancillary equipment. The City retains the right to install any public works vehicles as deemed necessary. The successful vendor will, in addition, be responsible for the installation of all emergency lighting in all police, fire and public works vehicles at a flat rate per vehicle, as required by the City of Sherman. The flat rate will be constant for the duration of the contract.

Hourly Rate: \$ 65.00 (rate will remain constant for contract period)

8. The City of Sherman is exempt from all Federal and State taxes.

9. The contact persons for repairs are as

follows: Equipment Services Supervisor for:

Ancillary equipment installation, removal and maintenance for Public Works vehicles. Additionally, only Service Center personnel are authorized to sign tickets for Public Works.

Police Operations Bureau Chief or designee for:

Police Department ancillary equipment for two-way radio and emergency lighting systems.

Fire Chief or designee for:

Fire Department ancillary equipment for two-way radio and emergency lighting systems.

10. Payment shall be made to the successful vendor once monthly upon receipt of monthly invoice/statement.

13. The successful vendor shall make recommendations to the City in reference to the need for replacement of equipment, new equipment that may come into existence that can be utilized in the communication system, equipment that is not performing to FCC standards, or is not performing in a satisfactory manner for the City's communication operations.

14. The successful vendor **SHALL PROVIDE WRITTEN DOCUMENTATION** to the City, including model & serial numbers, when ancillary equipment is moved from vehicle to vehicle, whether replaced or repaired.

17. The successful vendor shall show proof of:

- (1.) Appropriate qualifying FCC license for all qualified personnel.
- (2.) Factory Authorization to work on various brands and models as owned/operated by the City of Sherman.

SPECIFICATIONS FOR EARLY WARNING SIREN MAINTENANCE

1. The Successful vendor must be able to provide all maintenance repairs to the City's Early Warning System as required by the City of Sherman. Such maintenance repairs shall include all equipment related to the operation of the warning sirens.
2. All maintenance work is to be done, when possible, during normal working hours of 8 a.m. to 5 p.m., Monday through Friday. Maintenance work in the breakdown of the warning siren system shall be available 24 hours a day, 7 days a week. The maximum response time on such work will be 30 minutes on-site response.
3. The successful vendor shall inspect each unit, adjust and repair, when necessary, at least one time each year, bringing said units up to manufacturers operating standards and FCC current standards if applicable. Documentation shall be provided to the City, that the unit has been checked and does comply. Inspection reports shall be returned to the contact persons listed below.

The contact persons for repairs and inspection reports are as follows:

Emergency Management Coordinator or designee Assistant
Emergency Management Coordinator or designee

4. The City will pay for all parts. Vendors shall bid the parts cost at the lowest possible cost. The percent markup will be:

Percent Mark Up: 25% (rate will remain constant for contract period)

5. The City may request copies of vendor parts cost invoices used in repairs of City equipment to verify said markup.

6. The City of Sherman is exempt from all Federal and State taxes.

7. Payment shall be made to the successful vendor once monthly upon receipt of monthly invoice/statement.

8. The monthly set charge for the maintenance and repairs to the City of Sherman equipment shall be:

Monthly Rate \$ 400.00 (charge will be constant for contract duration)

9. The set hourly rate for the maintenance and repair to the City of Sherman equipment for repairs not covered under said contract shall be:

Hourly Rate: \$ 65.00 (charge will be constant for contract duration)

10. The successful vendor shall make recommendations to the City in reference to the need for replacement of equipment, new equipment that may come into existence that can be utilized in the warning system, equipment that is not performing to manufactures standards, or is not performing in a satisfactory manner in the City's operations.

11. The successful vendor shall show proof of appropriate factory authorization to work on Federal warning sirens of various models as owned and operated by the City of Sherman.

Bidder DOES (☒) DOES NOT (☐) meet all bid specifications.

Exceptions:

See attachment #1 at back on install
Flat rates.
See attachment #2 on hourly rate on back

Additions:

BIDDERS CERTIFICATION:

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

or fraud:

OUR company is a (Check One):

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

COMPANY NAME:

COMPANY NAME (TYPED/PRINTED):

Shipman Communications Inc

COMPANY ADDRESS: (TYPED/PRINTED):

1815 West Monton

CITY/STATE/ZIP (TYPED/PRINTED):

Denison, TX. 75020

AUTHORIZED COMPANY REPRESENTATIVE PLEASE SIGN BELOW:

NAME (TYPED/PRINTED):

Wesley Short

SIGNATURE:

Wesley Short - President

DATE:

8-29-14

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 5.

Meeting Date: 10/06/2014

Prepared By: JJ Jones, Fire Chief

Approved By: George Olson, City Manager

Caption:

*** 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)

Issue:

To consider approval of a resolution to purchase a new 2015 Dodge 4500 6.7 liter diesel chassis ambulance for the Sherman Fire Department from Dallas Dodge Chrysler Jeep through the H-GAC

Background:

The purchase of the 2015 Dodge Ram 4500 Ambulance will replace city vehicle 124, a 2009 Ford F450 Ambulance with more than 95,500 miles. Once the new ambulance is received, unit 124 will be reassigned to the Police Department.

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:

Sherman Fire Department

Financial Consideration:

A quote was received from Frazer LTD for the purchase from Dallas Dodge Chrysler Jeep through H-GAC in the amount of \$145,050.00. This quote includes the H-GAC cooperative fee of \$1,000.00. Funds for the purchase and fee were appropriated in the 2014-2015 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the 2015 Dodge Ram 4500 6.7 Liter Diesel Ambulance from Dallas Dodge Chrysler Jeep.

Alternatives:

As directed by City Council

Attachments

Resolution No. 5889

New Ambulance Quote

H-GAC Interlocal Agreement

RESOLUTION NO. 5889

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); 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 Dallas Dodge Chrysler Jeep through the Houston-Galveston Area Council of Governments (H-GAC), a 2015 Dodge Ram 4500 6.7 Liter Diesel Chassis Ambulance for the Sherman Fire Department at the total purchase price of One Hundred Forty-Five Thousand, Fifty Dollars and Zero Cents (\$145,050.00), in accordance with the provisions of the H-GAC proposal 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



September 17, 2014

Jeff Matlock
 Sherman Fire Department
 Email: jeffm@ci.sherman.tx.us

Quote # 9193B

Mr. Matlock,

Per your request we are quoting (1) Frazer Type I 12' Generator Powered Module mounted on a variety of chassis with air suspension. For your convenience all pricing has been itemized below.

Frazer Type I 12' Generator Powered Module	\$ 82,000.00
2015 Dodge Ram 4500 6.7L diesel chassis (84" CA, order red)	\$ 43,750.00
Granning air suspension w/ aftermarket rear sway bar	\$ 7,500.00
Heat shielding for diesel chassis	\$ 1,500.00
HGAC Fee	\$ 1,000.00
Optional items (listed below)	\$ 9,300.00
Total	\$ 145,050.00

Items included in above total:

Chassis Exterior:

Stainless steel wheel covers	\$ incl.
Black Ranch Hand powder coated grille guard	\$ incl.
(2) Federal Signal AS124 speakers on grille guard	\$ incl.
(4) Whelen M4 series red grille & intersect LEDs	\$ incl.
Nerf bars on chassis	\$ 450.00

Chassis Interior:

Custom powder coated aluminum center console (Siren - Double switch panel - #22667 radio plate - Double blank insert)	\$ incl.
Furnish and install Federal Signal PA300 siren w/ hand mic (ID# 5125) in lieu of standard	\$ 150.00
Furnish and install Arm rests on console	\$ 200.00
Furnish and install double blank insert on console	\$ 150.00
After market vinyl seats in truck cab	\$ 1,150.00
Furnish and install new telescoping console mounted computer mount pole; customer will install their swivel	\$ 200.00

Module Exterior:

Paint module Dodge red to match chassis	\$ 850.00
Striping and lettering will be like their most recent fleet's design; pictures to be provided by customer, specifically the cab; roof graphics; belt line stripe	\$ 2,400.00
All clear lenses on emergency LEDs	\$ N/C
(8) Whelen M6 series red LED box lights	\$ incl.
(5) Whelen M6 series LEDs on front wall (A-R-C-R-A)	\$ incl.
(3) Whelen M6 series LEDs on rear wall (R-A-R)	\$ incl.
(2) Whelen M6 series LED load lights with flanges on rear of module (come ON w/ reverse)	\$ incl.

(2) Whelen M6 series red brake/tail/turn LEDs	\$	incl.
(2) Whelen M6 series red wheel well LEDs	\$	incl.
(2) 250W Kwik-Raze quartz halogen side scene lights on 2 switches	\$	incl.
Cummins Onan 5.5kW commercial generator system	\$	incl.
Single 30 amp twist lock shore receptacle on front wall of module	\$	incl.
Diamond plate on front corners, wheel wells, and rear	\$	incl.
Inside/outside rear storage compartment w/ shelf in center	\$	N/C
Rear perimeter yellow reflective vinyl arranged in a chevron pattern around rear entry doors (match last)	\$	500.00
Shore power ignition kill switch in electrical compartment	\$	250.00
Add fail safe stud to electrical compartment	\$	incl.

Module Interior:

Impact brand suction at action wall	\$	incl.
Large acrylic holder aft of the CPR seat	\$	incl.
Small acrylic holder at the end of the action wall	\$	incl.
(8) Grote LED interior ceiling lights	\$	incl.
Lonseal "Lonfloor" vinyl flooring-sapphire	\$	incl.
Alucabond aluminum & polyethylene plastic sub-floor	\$	incl.
Sound deadening material in ceiling, walls, and compartment doors	\$	incl.
5 lb. ABC fire extinguisher in rear storage compartment	\$	N/C
Blue cushions including single CPR seat	\$	N/C
Squad bench cabinet w/ blue Wise trim	\$	600.00
Blue EVS captain's chair w/ built-in child safety seat	\$	700.00
175-3 single position cot mount	\$	incl.
Cot plates & cot hook for your Stryker Power-PRO	\$	incl.
Furnish and install Stryker antler & bar	\$	700.00
Onan buzzer cut off switch at rear doors	\$	200.00
Oxygen regulator	\$	150.00
2 high "D" cylinder holder in front I/O facing passenger's side	\$	150.00
Move AC thermostat to action wall, position #4	\$	N/C
Avalon Canvas blade pouch below action wall w/ aluminum in top	\$	250.00
Double locking aluminum drug box	\$	250.00
Chassis MSO required at delivery	\$	N/C

Additional items for your consideration (not included in above total):

Liquid Spring hydraulic suspension system in lieu of air suspension	\$	9,500.00
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Terms and Conditions

1. This quote is valid for 90 days
2. All pricing is F.O.B. Houston
3. Per TMVCC we are quoting this through our licensed franchise dealer Dallas Dodge.
4. Please make your purchase order out to Dallas Dodge Chrysler Jeep (1150 LBJ Freeway, Dallas, TX 75238). Please email a copy of your purchase order and this quote to Tim Middlebrooks with Dallas Dodge Chrysler Jeep at tmiddlebrooks@kag-1.net and to Adam Fischer at sales@frazerbilt.com.
5. Please note, payment for the entire purchase is due upon receipt and acceptance of completed unit.
6. **This pricing is an estimate based on projected 2015 pricing for Dallas Dodge Chrysler Jeep. Once pricing is known, we can adjust the quote accordingly.

Of course this module has standard Frazer features including: all aluminum powder coated interior cabinets; magnetically attached seamless cushions; horizontally mounted oxygen cylinder; 120VAC

filtered air conditioning and heat; 100% vinyl flooring over non-wood sub-flooring; protective plates at cot wheel locations; on-board chassis battery charger; double-pane entry door windows; stainless steel grab handles; stainless steel squad bench and action wall wrappers; 2011 EPA certified on-board generator; electrical system decal applied to interior of compartment access door; double 6061-T6 structural members welded at all vertical and horizontal wall intersections; sound and thermal insulation in walls, ceiling and doors; and many more.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,

Laura Richardson
Frazer, Ltd.

LGR:KVG

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. C. 6.

Meeting Date: 10/06/2014

Prepared By: JJ Jones, Fire Chief

Approved By: George Olson, City Manager

Caption:

*** 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)

Issue:

To consider approval of a resolution to purchase a new 2015 Dodge 4500 6.7 Liter Diesel Chassis for remounting and refurbishing an existing Frazer 12' Generator Powered Module Ambulance Box for the Sherman Fire Department

Background:

The purchase of the 2015 Dodge Ram 4500 chassis will replace city vehicle 120, a 2006 Ford F350 Ambulance with more than 121,000 miles. The box on unit 120 will be refurbished and mounted onto the new 2015 Dodge Ram 4500 Diesel Chassis.

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:

Sherman Fire Department

Financial Consideration:

A quote was received from Frazer LTD for the purchase from Dallas Dodge Chrysler Jeep through H-GAC in the amount of \$110,500.00. This quote includes the H-GAC cooperative fee of \$600.00. Funds for the purchase and fee were appropriated in the 2014-2015 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the 2015 Dodge 4500 6.7 Liter Diesel Chassis from Dallas Dodge Chrysler Jeep.

Alternatives:

As recommended by the City Council

Attachments

Resolution No. 5890

Ambulance Remount Quote

H-GAC Interlocal Agreement

RESOLUTION NO. 5890

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 FOR THE SHERMAN FIRE DEPARTMENT FROM DALLAS DODGE CHRYSLER JEEP 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 Dallas Dodge Chrysler Jeep through the Houston-Galveston Area Council of Governments (H-GAC), 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 at the total purchase price of One Hundred Ten Thousand, Five Hundred Dollars and Zero Cents (\$110,500.00), in accordance with the provisions of the H-GAC proposal 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



July 21, 2014

Jeff Matlock
 Sherman Fire Department
 E-mail: jeffm@ci.sherman.tx.us

Quote #9198A

Chief Jones,

Per your request we are quoting remounting and refurbishing your Frazer Type I 12' Generator Powered Module, E-1576, onto a Dodge 4500 6.7 diesel chassis. For your convenience all pricing has been itemized below.

2015 Dodge Ram 4500 6.7 diesel chassis (order red, 84"CA).....	\$	43,750.00
Granning air suspension system w/ rear sway bar.....	\$	7,500.00
Exhaust heat shielding (aftermarket).....	\$	1,500.00
Remount of Module (see Incl. items below).....	\$	15,000.00
Chassis Exterior Upgrades.....	\$	900.00
Chassis Interior Upgrades.....	\$	1,850.00
Module Exterior Upgrades.....	\$	22,425.00
Module Interior Upgrades.....	\$	16,975.00
HGAC fee.....	\$	600.00
Total	\$	110,500.00

Chassis Exterior Upgrades

1. Items included in remount fee...

a) New Ranch Hand Powder coated grille guard	\$	Incl.
b) (2) New Federal Signal AS124 speakers	\$	Incl.
c) (2) New Whelen M4 grille lights and (2) new Whelen M4 intersect lights	\$	Incl.
d) New Frazer aluminum rear window passthrough plate	\$	Incl.
e) (2) New mega fuses; new wiring	\$	Incl.
f) Stripe new chassis	\$	Incl.
g) Inspect all generator cabling, replace as needed	\$	Incl.
h) New mounting rubber	\$	Incl.
2. Furnish and install stainless steel wheel covers	\$	450.00
3. Furnish and install black nerf bars on chassis	\$	450.00
Total	\$	900.00

Chassis Interior Upgrades

4. Items included in remount fee...

a) New Frazer powder coated aluminum six position console		
Layout: Federal Signal PA300 – double switch panel – radio plate – double blank insert	\$	Incl.
b) Switch panel layout: primary – secondary – blank – blank – blank – blank – blank – interior lights – rear load – side scene – side scene - start/stop	\$	Incl.

Frazer Quote #9198A

5. Furnish and install Federal Signal PA300 siren w/ hand mic (ID# 5125) in lieu of Whelen 295SLSA1	\$	150.00
6. Furnish and install adjustable arm rests on console	\$	200.00
7. Furnish and install double blank insert on console	\$	150.00
8. Furnish and install new telescoping console mounted computer mount pole; customer will install their swivel	\$	200.00
9. After market vinyl seats in truck cab	\$	1,150.00
Total	\$	1,850.00

Module Exterior Upgrades

10. Items included in remount fee...		
a) New solenoids in on electrical shelf	\$	Incl.
b) Full electrical check	\$	Incl.
c) New 10 gallon transfer flow fuel tank	\$	Incl.
d) Generator system check	\$	Incl.
e) Rewire tail lights	\$	Incl.
f) Add new insulation to side and rear entry doors	\$	Incl.
g) Replace entry door windows with double pane windows	\$	Incl.
h) New passthrough rubber boot	\$	Incl.
i) Replace side entry door hold-open spring	\$	Incl.
j) New ribbed rubber in all compartments	\$	Incl.
11. Furnish and install (8) Whelen M6 red LEDs with clear lens and chrome converter flanges in corner box location	\$	1,800.00
12. Furnish and install (5) Whelen M6 LEDs with clear lens and chrome converter flanges on front wall in staggered configuration (A-R-C-R-A)	\$	1,125.00
13. Furnish and install (2) Whelen M7 red LEDs with clear lens and chrome converter flanges above wheel wells	\$	450.00
14. Furnish and install (3) Whelen M6 series LEDs with clear lens and chrome converter flanges on rear wall (R-A-R)	\$	675.00
15. Furnish and install (2) Whelen M6 b/t/t with clear lens and chrome converter flanges	\$	350.00
16. Furnish and install (2) 250 watt side scene lights with chrome bezel	\$	800.00
17. Furnish and install (2) Whelen M6 series load lights with chrome converter flanges		700.00
18. Furnish and install a new Onan 5.5kW generator w/ new fuel tank and fuel pump; Install necessary compartment tubing structure to support new style genset mount (ship old loose)	\$	5,400.00
19. Remove and replace flat paneling on exterior w/ treadbrite on front corners, wheel wells and above rear bumper	\$	850.00
20. Strip, prime, and repaint 12' module Dodge red (PR4), replace (8) marker lights w/ new slim LED clearance lights, replace corner trim and add corner caps, replace J channel drip rails, replace all latches, replace all entry doors, and install double pane windows; do not reinstall medic plates, fill holes and ship loose	\$	6,000.00
21. Stripping and lettering on module to match fleet <i>Striping and lettering will be like their most recent fleet's design; pictures to be provided by customer, specifically the cab; roof graphics; belt line stripe</i>	\$	2,400.00
22. Rear perimeter yellow reflective vinyl arranged in a chevron pattern around rear entry doors (match last)	\$	500.00
23. Replace long lower storage compartment cables w/ door hold open shocks	\$	100.00
24. Replace entire rear bumper (discard old)	\$	850.00
25. Remove and reinstall rear door entry ramp, replace gripped surface	\$	Incl.
26. Remove and replace shore power receptacle with new twist lock style (ship pigtail loose)	\$	150.00

27. Add ignition kill switch for shore power	\$	225.00
20. Install Cast LED license plate light	\$	50.00
Total	\$	22,425.00

Module Interior Upgrades

28. Items included in remount fee...		
a) Reattachment of loose cushion magnets	\$	Incl.
b) Complete detail	\$	Incl.
c) Replace all non-skid material on threshold(s)	\$	Incl.
29. Replace interior fluorescent ceiling lights with (8) Grote LEDs	\$	3,000.00
30. Replace air conditioner w/ new Dometic self-contained A/C unit, make necessary interior and exterior modifications to accommodate; include new breathe easy plenum with germicidal UV light protection and relocate A/C thermostat to action wall, position#4	\$	5,600.00
31. Furnish and install quad switch panel at rear entry switch panel	\$	50.00
32. Furnish and install Onan buzzer kill switch at rear entry switch panel	\$	325.00
33. Replace all existing seat belts at CPR seat and squad bench	\$	300.00
34. Add magnets to existing seat and back cushions	\$	900.00
35. Remove and replace ceiling hardware with white coated screw heads	\$	100.00
36. Furnish and install Wise cobalt corner trim on interior of module surface including front I/O	\$	300.00
37. Replace CPR seat hinge	\$	N/C
38. Furnish and install oxygen regulator (ship old loose)	\$	150.00
39. Furnish and ship loose 46.5" long medic pouch for action wall (item 7642)	\$	125.00
40. Furnish and install new rear entry door grabbers	\$	50.00
41. Furnish and install Stryker antler & bar	\$	700.00
42. Replace single ratchet tie down strap for oxygen cylinder	\$	75.00
43. Replace floor with Alucabond subfloor and Lonseal vinyl floor, reuse existing powder coated aluminum O2 box, replace thresholds and add non-skid tape on top, install new cot plates for Stryker Power-PRO	\$	3,000.00
44. Remove and replace 2 high "D" cylinder holder in front I/O (discard old)	\$	175.00
45. Repaint all cabinets in module	\$	1,100.00
46. Replace all cabinet doors with lexan polycarbonate with 3m bump-stops (discard old)	\$	650.00
47. Replace side entry door hold-open spring w/ gas shock & new head knocker	\$	250.00
48. Drill hole and place rubber grommet in action wall switch panel for laptop charge cord to be routed from electrical compartment to action wall countertop	\$	25.00
49. Add fail safe stud to electrical compartment	\$	75.00
50. Remove and replace rear backboard compartment shock	\$	25.00
Total	\$	16,975.00

Optional item not included in the above total (for your consideration)

26. Liquid spring suspension system	\$	9,500.00
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Terms and Conditions

1. All pricing is F.O.B. Houston.
2. Please make your purchase order out to Dallas Dodge Chrysler Jeep (1150 LBJ Freeway, Dallas, TX 75238). Please email a copy of your purchase order and this quote to Tim Middlebrooks with Dallas Dodge Chrysler Jeep at tmiddlebrooks@kag-1.net and to Adam Fischer at

sales@frazerbilt.com.

3. Per TMVCC we are quoting this through our licensed franchise dealer, Dallas Dodge Chrysler Jeep.
4. Please note, payment for the entire purchase is due upon receipt and acceptance of completed unit.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,

Laura Richardson
Frazer, Ltd.

LGR:MC

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]
TAMMAGE 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. C. 7.

Meeting Date: 10/06/2014

Prepared By: JJ Jones, Fire Chief

Approved By: George Olson, City Manager

Caption:

*** 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)

Issue:

To consider approval of a resolution to purchase a new 2015 Chevrolet Suburban 4 x 4 from Caldwell Country Chevrolet for the Sherman Fire Department

Background:

The new Suburban will replace City vehicle 135, a 2005 Ford Excursion with more than 111,000 miles. Once the new Suburban is received, the Excursion will be disposed of according to City policy.

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:

Sherman Fire Department

Financial Consideration:

A quote was received from Caldwell Country Chevrolet through H-GAC in the amount of \$41,775.00. This quote includes the H-GAC cooperative fee of \$600.00. Funds for the purchase and fee were appropriated in the fiscal year 2014-2015 budget.

Staff Recommendation:

It is recommended that the staff be authorized to purchase the new Suburban.

Alternatives:

As directed by City Council

Attachments

Resolution No. 5891

Suburban Quote

H-GAC Interlocal Agreement

RESOLUTION NO. 5891

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

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Caldwell Country Chevrolet through the Houston-Galveston Area Council of Governments (H-GAC), a 2015 Chevrolet Suburban 4 x 4 for the Sherman Fire Department at the total purchase price of Forty-One Thousand, Seven Hundred Seventy-Five Dollars and Zero Cents (\$41,775.00), in accordance with the provisions of the H-GAC proposal 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

NOTE:

This Workbook contains two versions of H-GAC's Contract Pricing Worksheet.

One is for standard equipment/services, and the other is for Catalog or Price Sheet type purchases. Please contact H-GAC staff about use of the worksheets if you have any questions.

(See Tabs At Bottom To Select Appropriate Worksheet.)



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract No.: VE11-11

Date Prepared: 9/17/2014

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	SHERMAN FIRE DEPARTMENT	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	JEFF MATLOCK	Prepared By:	ADRIENNE GATTIS
Phone:	903-892-7265 CELL: 903-357-0084	Phone:	979-567-6115
Fax:	903-813-0411	Fax:	979-567-0853
Email:	JEFFM@CL.SHERMAN.TX.US	Email:	AGATTIS@CALDWELLCOUNTRY.COM

Product Code:	A16	Description:	2014 CHEVROLET SUBURBAN CK10906
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 31,865.00

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
FOUR WHEEL DRIVE 4X4	4060		
SKID PLATE PACKAGE NZZ	150		
LOCKING REAR AXLE DIFFERENTIAL G80	295		
REAR VISION CAMERA UVC	450		
FULL BUCKETS A95	935		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	5890

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
TOW PACKAGE Z82	605		
REAR CARGO BARRIER	550		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	1155

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:	3%
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D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	540	2015 MODEL YEAR ADJUSTMENT	1230
EXTERIOR COLOR CRYSTAL RED METALLIC	495		
		Subtotal D:	2265

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 41175

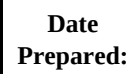
Quantity Ordered:	1	X Subtotal of A + B + C + D:	41175	=	Subtotal E:	41175
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F. H-GAC Fee Calculation (From Current Fee Tables)	Subtotal F:	600
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G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date:	60-90 DAYS APPX	H. Total Purchase Price (E+F+G):	41775
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Delivery Date:	H. Total Purchase Price (A+B+C+D):	0
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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]
TAMMAGE 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. C. 8.

Meeting Date: 10/06/2014

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

Approved By: George Olson, City Manager

Caption:

*** 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)

Issue:

To consider approval of a resolution to purchase a 125DJT trailer mounted DuraPatcher through BuyBoard for use within the Street Maintenance Department

Background:

The Street Maintenance Department is continuing to research innovative methods of providing high quality maintenance at a reduced cost. The Durapatcher is one of the most cost effective methods of repairing distressed pavement. The Durapatcher is ideal for repairing potholes, small utility cuts and rutting. It is capable of cleaning and prepping the area for repair and filling the pavement distress within minutes with minimal labor in one continuous operation if needed.

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 125DJT trailer mounted DuraPatcher will be purchased from Cimline Pavement Maintenance Group, through the BuyBoard, for \$65,657.50. Funding for this purchase was appropriated in the fiscal year 2014-2015 Street Maintenance budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the equipment through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5892

Cimeline Quotation

BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 5892

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); 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 Cimline Pavement Maintenance Group, through the Texas Local Government Purchasing Cooperative (BuyBoard), a new 125DJT Trailer Mounted DuraPatcher, at a total price of Sixty-Five Thousand, Six Hundred Fifty-Seven Dollars and Fifty Cents (\$65,657.50), 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

Quotation

Phone (612) 770-6506 Fax (866) 529-0277

**FOR: Buy Board
Quote for City
of Sherman**



NAME: Michael Springer
COMPANY: City of Sherman
ADDRESS:
CITY:
STATE/ ZIP:
PHONE:

This Quotation is valid for 30 days from above date

GARY MCGEE

Manager
Signature

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

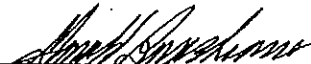
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

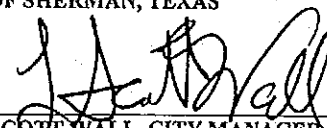
TO BE COMPLETED BY THE COOPERATIVE:

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. C. 9.

Meeting Date: 10/06/2014

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

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5893**

Authorizing the Purchase of a Crafcro Super Shot 125 Crack Sealer for the Street Maintenance Department from Crafcro Texas, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider a resolution approving the purchase of a new Crafcro Super Shot 125 Crack Sealer from Crafcro Texas, Inc. for use within the Street Maintenance Department

Background:

The requested purchase is to replace an older model crack sealer that is no longer being manufactured. The manufacturer of the old unit has gone out of business; and we are no longer able to get parts to repair or maintain the unit.

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 Crafcro Super Shot 125 Crack Sealer will be purchased from Crafcro Texas, Inc. for \$55,738.89 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2014-2015 Street Maintenance Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the Crafcro Super shot 125 through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5893

Super Shot Quote

Buyboard Agreement

RESOLUTION NO. 5893

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); 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 Crafcio Texas, Inc., through the Texas Local Government Purchasing Cooperative (BuyBoard), a Crafcio Super Shot 125, at a total price of Fifty-Five Thousand, Seven Hundred Thirty-Eight Dollars and Eighty-Nine Cents (\$55,738.89), 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



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

QUOTATION

To: The City of Sherman
Po Box 1106
Sherman, TX. 75091-1106
Public Works Director

Sept 17, 2014

Attn: Michael Springer
Michaels@ci.sherman.tx.us

903 957-2427
Fax 903 813-1635

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

We appreciate the opportunity to submit the following quote:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
Ea.	Crafco Super Shot 125 with 70 CFM Compressor PN 45500	\$54,138.89
Delivery		\$1600.00
Grand Total:		\$55,738.89

Notes: To Include the Following Options:

20018	2 5/16" Ball Hitch
24095k	Strobe Light Kit
26058	10 lb Fire Extinguisher & Bracket
43520	Mounted Spare Tire
24190k	Overnight Heater
26119	2- 3/8" Safety Hook With Latch
27059	Stainless Steel Hose Reel
45535	Engine Cover/ Tier 2

Quoted By: Lynn Cherry
Date: 9/17/14

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

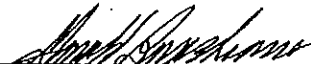
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

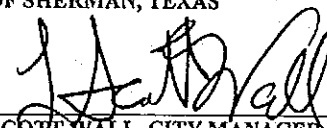
TO BE COMPLETED BY THE COOPERATIVE:

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. C. 10.

Meeting Date: 10/06/2014

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

Approved By: George Olson, City Manager

Caption:

*** 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)

Issue:

To consider approval of a resolution to purchase a 2015 T370 Kenworth Distributor Truck from the BuyBoard for use within the Street Maintenance Department

Background:

This purchase will replace an obsolete 1990 model distributor truck that is difficult to maintain due to finding parts. Replacing this truck will allow the department to operate more efficiently.

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 2015 T370 Kenworth Distributor will be purchased from MHC Kenworth, through the BuyBoard, for \$176,264.40. Funding for this purchase was appropriated in the fiscal year 2014-2015 Street Maintenance budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the vehicle through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5894

Quote

BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 5894

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, 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); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from MHC Kenworth, through the Texas Local Government Purchasing Cooperative (BuyBoard), a 2015 T370 Kenworth Distributor Truck, at a total price of One Hundred Seventy-Six Thousand, Two Hundred Sixty-Four Dollars and Forty Cents (\$176,264.40), 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

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD 424-13

End User: City of Sherman

R.B. Everett & Co. Rep: Udo Boersch

817-299-0010

972-489-0390

Contact: Michael Springer

Date: 03/20/14

Product Description: Etnyre Centennial Blacktopper 2000 gal.

A. Base Price: \$

\$ 82,100.00

B. Published Options [Itemize Each Below]

Options	Bid Price	Options	Bid Price
2" Dial Thermometer	\$90.00	Power Wash-Down	\$495.00
18" Variable Width Spray Bar	\$14,200.00	I.D. Hydraulic Pump 4.57 CI	\$1,925.00
Wet Storage Box	\$300.00	Two Fuel Burners	\$15.00
LED Strobe mounted on top of Tank	\$500.00	12' x 3" Rubber Fill Hose	\$400.00
Back Up Alarm	\$125.00	Extra Set of Nozzles	N/C

Total of B. Published Options:

\$ 18,050.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Options	Bid Price	Options	Bid Price
		Back-Up Camera	\$3,000.00

Total of C. Unpublished Options:

\$ 3,000.00

D. Contract Price Adjustment

Discount: 6%

(\$6,189.00)

E. Freight Charges:

\$4,500.00

F. Total of A + B + C + D + E = F

\$ 101,461.00

G. Quantity Ordered

1 x F =

\$ 101,461.00

H. Non-Equipment Charges & Credits

P. D. I.

\$1,500.00

I. TOTAL PURCHASE PRICE

\$ 102,961.00



MHC Kenworth-Dallas T180
4040 IRVING BLVD.

City of Sherman
PO Box 1106

DALLAS, Texas United States 75247
Phone: (214) 920-7300
Fax: (214) 920-7316
Email: randy.smartt@mhctruck.com

Sherman, Texas United States 75091
Phone: (903) 892-7261
Fax:
Contact Email: michael@ci.sherman.tx.us
Prepared for: Michael Springer

Vehicle Summary

Unit		Chassis	
Model:	T300 Series Conventional.	Fr Axle Load (lbs):	12000
Type:	FULL TRUCK	Rr Axle Load (lbs)	23000
Description:	Distributor truck	G.C.W. (lbs):	35000
Application		Road Conditions:	
Intended Serv.:	Local pickup & delivery.	Class A (Highway)	90
Commodity:	Vehicles which haul	Class B (Hwy/Mtn)	10
	Liquid petroleum products	Class C (Off-Hwy)	00
Body		Class D (Off-Road)	00
Type:	Tank	Maximum Grade:	6
Length (ft):	14.0	Wheelbase (in):	188
Height (ft):	12.0	Fr Axle to BOC (in):	68
Max Laden Weight (lbs):	4000	Cab to Axle (in):	120
		Cab to EOF (in):	191
Trailer		Special Req.	
No. of Trailer Axles:	0	U.S. Domestic Registry, 50-State	
Type:			
Length (ft):	0.0		
Height (ft):	0.0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



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PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.

Printed: 9/17/2014 4:16:04 PM
 Effective Date: Jan 1, 2014
 Prepared by: Randy Smartt

Complete

Model Number: T300 Series Conventional
 Quote/DTPO/CO: Q24018232
 Version Number: 33.30



MHC Kenworth-Dallas T180
4040 IRVING BLVD.

City of Sherman
PO Box 1106

DALLAS, Texas United States 75247
Phone: (214) 920-7300
Fax: (214) 920-7316
Email: randy.smartt@mhctruck.com

Sherman, Texas United States 75091
Phone: (903) 892-7261
Fax:
Contact Email: michael@ci.sherman.tx.us
Prepared for: Michael Springer

Model	Description	Weight
	T300 Series Conventional. Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floormat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.	9,830
	T370 Class 7: medium-duty Conventional.	0
	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	0
	Medium-duty 4x2 automatic.	0
	Liquid petroleum products	0
	Local pickup & delivery. Vehicles which haul freight, typically operating within a 100-mile radius, on public streets & highways, & other paved surfaces, including limited Class C roads. Includes package & freight delivery, as well as fuel oil or petroleum distribution, etc. Road usage: minimum 3% Class B, do not code for Class D.	0
	Tank	0
	U.S. Domestic Registry, 50-State	0

Engine & Equipment

PACCAR PX-7 280 2013 280@2400 270@2600 660@1600.	0
Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing.	
N09200 N205 120..Standard Maximum Speed Limit [LSL]	
N09220 N207 0....Expiration Distance	
N09240 P09 120...Hard Maximum Speed Limit	
N09260 P14 65...Maximum Accelerator Pedal Vehicle Speed	
N09280 P16 0....Accelerator Lower Droop	
N09300 P19 65...Maximum Cruise Speed	
N09320 C143 0....Cruise Control Lower Droop	
N09360 N203 252..Reserve Speed Function Reset Distance	
N09380 N202 0....Maximum Cycle Distance	
N09400 N206 10...Maximum Active Distance	
N09420 N201 0....Reserve Speed Limit Offset	
N09440 P11 Yes..Engine Protection Shutdown	
N09460 P06 No...Gear Down Protection	
N09480 P26 1400.Max PTO Speed	

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Description	Weight
N09520 P04 No...Auto Engine Brake in Cruise	
N09540 N209 0...Expiration Distance	
N09560 P520 Yes..Enable Idle Shutdown Park Brake Set	
N09580 P32 5....Timer Setting	
N09600 P233 Yes..Enable Impending Shutdown Warning	
N09620 P234 60...Timer For Impending Shutdown Warning	
N09640 P516 35...Engine Load Threshold	
N09680 P33 No...Idle Shutdown Manual Override	
N09720 P230 Yes..Enable Hot Ambient Automatic Override	
N09740 P46 40...Low Ambient Temperature Threshold	
N09760 P56 60...Intermediate Ambient Temperature Threshold	
N09780 P47 80...High Ambient Temperature Threshold	
Prospector version 34.0 Supersedes previous version 33.0	0
Effective VSL Setting NA	0
Engine Idle Shutdown Timer Disabled	0
Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
Air compressor: Cummins 18.7 CFM, Cummins, PACCAR PX engines.	0
Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.	0
Fan Hub: Horton On/Off for PX-7	0
Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0
Bug screen: Front of grille on C500 ,T800, T880, and W900. Behind grille on T660, T680, T700, and T300 (Medium Duty).	2
RH under cab SCR for PX-6 / PX-7 w/ single vertical RH SOC tailpipe.	88
Tailpipe: 5 in. single 36 in. 45 degree curved. For use with any Exhaust other than SCR Independent.	1
Fuel filter PACCAR PX-7 engines and Cummins ISB Euro 3 Unheated.	0
Alternator: PACCAR 160 amp, brush type	0
Batteries: 2 PACCAR GP31 threaded post (700) 1400 CCA dual purpose. 12-VOLT LIGHT SYSTEM W/CIRCUIT PROTECTION	0
Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
Multi-function engine connector for body builder interface for Cummins. T680/T880: This feature is standard, no code required.	0
Body builder harness to EOF for customer installed remote throttle control. This does not include J1939 harness for	2

Transmission & Clutch

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Description	Weight
Transmission: Allison 3500RDS 6-speed w/PTO drive gear. 5th Gen Controls. Limited to 860 lb.-ft. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	291
Driveline: 2 SPL170XL 1 centerbearing requires 3500057 interaxle driveline.	70
Torque converter included w/Allison Transmission.	0
Auto neutral for Allison - single input.	0
Delete Allison LBSS shift control technology.	0
Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0
Front Axle & Equipment	
Dana Spicer E-1202I Front Axle rated 12K 3-1/2in. drop.	0
Front brakes included w/ front hub package.	0
Air Brake: 14,600 lb. package includes Bendix 16-1/2 x5 brakes, cast drums, aluminum 10-bolt hub pilot LMS hubs, hubcaps, oil seals & automatic slack adjusters. For use w/ 22-1/2in. wheels.	0
Front Springs: Taperleaf 12K w/ shock absorber for use on 2010+ chassis w/ 22.5in. wheels only.	12
Single power steering gear: 13.2K TRW THP60 for air brakes. Use only w/ 2010+ chassis.	0
Rear Axle & Equipment	
Single Dana Spicer 23082T rear axle; 23K capacity rated at 23K. Single rear axle with dual range for T300 w/ air brakes.	366
Rear Axle Ratio - 5.43/7.39.	0
Single rear brakes included w/rear hub package.	0
23K air brake package includes 16-1/2x7 in. brakes, cast drums, aluminum 10-bolt hub pilot LMS hubs, automatic slack adjusters and oil seals for use w/ 22.5 in. wheels.	0
Spring Brake: 3030 high output single.	0
Bendix 4S/4M anti-lock brake system. Current generation ECU is Bendix ABS 6.	0

Rear suspension: single Reyco 79KB taperleaf 23K.

57

Medium-duty. Unladen Height: 9 in. Laden Height: 7.3 in. Not rear air disc brake compatible.

Tires & Wheels**Front tires: Goodyear G399A LHS Fuel Max 11R22.5**

-2

14PR. 41.2 in. diameter, 19.2 in. SLR. Smartway certified.

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Model Number:

T300 Series Conventional,

Effective Date: Jan 1, 2014

Quote/DTPO/CO:

Q24018232

Prepared by: Randy Smartt

Version Number:

33.30



Description	Weight
Rear tires: Goodyear G572A LHD Fuel Max 11R22.5	80
14PR. 42.4 in. diameter. 19.9 in. SLR. Drive tire. Smartway certified. Code is priced per pair of tires.	
Rear Tire Quantity: 4	0
Front wheel: Accuride 50344 22.5x8.25 steel	26
Steel Armor[TM] powder coat, hub pilot mount.heavy-duty 5 hand-hole hub pilot mount.	
Rear wheel: Accuride 50344 22.5x8.25 steel	52
Steel Armor[TM] powder coat, hub pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	
Powder coat white steel wheel. Use in conjunction	0
with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	
Rear Wheel/Rim Quantity: 4	0
Frame & Equipment	
Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to	172
308 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	
Bumper: Aerodynamic Chrome Requires a bumper	0
setting code.	
40.9 in. Bumper setting. Requires a bumper code.	0
Removable Front Tow Hooks: 2.	15
Front mudflaps.	0
Battery box cantilever aluminum BOC w/	0
fiberglass cover.	
Battery box location: LH Side.	0
T270/370 Non-polished 2010 DPF/SCR cover: w/cab	0
access step assembly, RH under.	
Square end-of-frame w/ o crossmember;non-towing.	0

Fuel Tanks & Equip

Fuel Tank: 56 US gallon 24.5in. aluminum under

-45

replace.

Small round DEF tank. 11 gallons of	0
useable volume. The DEF tank will be located on the side you specified, but will not be displayed in the Prospector graphic. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Required capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel re-fillings for every DEF re-filling.	
Polish only one aluminum tank.	0
Polished cover for 1 DEF tank any size.	3
Polished stainless steel tank straps for 1 tank.	0

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Prepared by:	Randy Smartt		Version Number:	33.30



Description	Weight
DEF tank location is on the LH.	0
Location: 56 gal fuel tank LH under cab	0
Cab & Equipment	
Cab: Curved Glass Conventional.	0
Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	
Cab door bearing blocks, top & bottom.	0
Hood: Sloped aerodynamic hood includes	0
grill & separate bumper.	
Cab heater: W/integral defrosters & A/C 45,000	0
btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	
Adjustable telescoping tilt steering column.	10
5 sets of keys. Replaces standard 2 sets of keys.	0
Switch & Wiring for Customer-Installed PTO.	0
Electric over hydraulic PTO. Includes switch guard. Wiring is routed to LH frame for connection to the customer installed PTO. No air controls are provided with this code.	
Two spare switches: Wired to power.	0
Gauge: Fuel filter restriction gauge.	0
KW Driver Information Center: Includes fuel	0
economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	
Instrument package: Includes speedometer,	0
tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning	

lamp are included with 2010 engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.

Cab interior: Pinnacle. Includes vinyl headliner	0
& cab back panel, slate gray interior, dark slate gray seats, floormats, LH/RH inside sunvisor & door courtesy lights.	
Driver seat: Kenworth Air cushion Plus HB vinyl.	2
Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air-lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Black seat belts for T700, gray on all other models.	
Rider seat: Kenworth Toolbox Plus IB vinyl.	-4
W/dual armrests.	

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	9/17/2014 4:16:04 PM	Complete	Model Number:	T300 Series Conventional.
Effective Date:	Jan 1, 2014		Quote/DTPO/CO:	Q24018232
Prepared by:	Randy Smartt		Version Number:	33.30



Description	Weight
Kenworth Radio with AM/FM/WB/USB and Bluetooth	4
Self cancelling turn signal: W/head light dimmer switch .	0
Cab access contoured grabhandles, LH/RH.	0
DAYLITE DOOR: LH/RH INCL RH PEEPER WINDOW	0
Single rectangular air horn 23 in. LH top of roof	6
Includes air horn cover.	
Dual convex mirrors 7-1/2 in. w/ offset mounting, and non-heated.	0
Single convex mirror 8-1/2 in. x 4-7/16 in.	0
located on rider side, and non-heated.	
Dual convex mirror 8 in. fender mounted, and non-heated.	8
Mirror: Dual Prutsmann mirror 7 in. x 16 in.	0
polished stainless steel, thermostatically controlled, switch located on door pad.	
Mirror brackets 8-1/2 ft load width.	0
Manual LH & electric-powered RH door window.	0
Switch located on door.	
Fresnel lens for peeper window, RH door	0
10-1/8 in. X 11-1/8 in. Replaces standard peeper window.	
Two corner & one rear cab stationary windows	24
17.5 in. x 16 in. (two) & 17 in. x 36 in. (one).	
Lights & Instruments	
Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0
Marker Lights: with small round base,	0

Five cab roof mounted.

Turn Signal Lights: Mounted on fender 0

Turn Signal Flasher: Kysor solid state. 0

Switch & Wiring for Customer-installed Floodlight 0
w/o electrical pass-through - 1st set. Wire coiled BOC/BOS.

Combination Stop, Tail, Turn & Backup Lights RH & LH. 0

Amber Beacon Lamp: Single strobe, 12V, daycab roof, 6
mounted at rear on centerline of roof without bracket. SAE J1318 Class 2.

Electric Backup Alarm: Meets SAE J994 & OSHA 4
requirements.

Circuit Breakers: Replacing fuses. Does not 0
apply to any 5-amp fuse box position. Breakers include stop/brake/turn,
tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat,
gauges, wipers, air dryer, HVAC controls, panel lamps.

Air Equipment

Air Dryer: Bendix AD-IS heated. 0

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Prepared by: Randy Smartt

Complete

Model Number: T300 Series Conventional.
Quote/DTPO/CO: Q24018232
Version Number: 33.30



	Description	Weight
	Locate air dryer inside RH rail BOC.	0
Extended Warranty		
	Medium-duty Warranty: 1-year/unlimited mi.	0
	Medium-duty Emissions Surcharge \$7000.	0
Miscellaneous		
	Additional lead time required for off highway & /or specialty component truck.	0
	Warning triangle reflector kit: Shipped loose. 4 Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	
	One 5 lb. dry chemical type fire extinguisher 11 mounted outboard of driver seat. Class ABC.	
Paint		
	Paint color number. 0 N97020 A - L0006EB WHITE B/C N97200 FRAME N0001EA BLACK	
	Bumper Unpainted, Chrome Bright Finish 0	
	Imron solid 1 color non-sleeper Spec A. 0 Will be White L0006EB if no other color specified.	
	Base coat/clear coat. 0 The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	

Prices and Specifications Subject to Change Without Notice.

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Effective Date:	Jan 1, 2014		Quote/DTPO/CO:	Q24018232
Prepared by:	Randy Smartt		Version Number:	33.30

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT **RECEIVED JUL 15 71**
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.

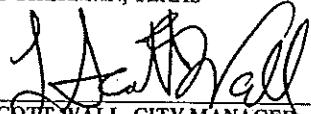
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-18-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 11.

Meeting Date: 10/06/2014

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

Approved By: George Olson, City Manager

Caption:

*** 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)

Issue:

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

Background:

The requested purchase is to replace Unit 622, a 2001 year model front load commercial solid waste truck. This is the oldest front load truck in the Solid Waste Services Department's fleet. Due to the age of this unit, it has become inefficient and difficult to obtain parts.

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 \$109,411.00 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. 5895

Heil Quotation

BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 5895

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); 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 new Heil full eject front load truck body, at a total price of One Hundred Nine Thousand, Four Hundred Eleven Dollars and Zero Cents (\$109,411.00), 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

09/15/2014

Customer:	CITY OF	SHERMAN, TEXAS	REFUSE
Product Description:	HEIL	HEIL #DPHP-23YD. FULL EJECT FRONT LOAD BODY	
A: Base Price in Bid/Proposal Number	<u>425-13</u>	Series <u>24</u> =>	<u>\$ 94,981.00</u>
B: Published Options [Itemize each item below]			
<u>UpGrade: Heil HHP-40 yd</u>	<u>\$ 4,365</u>	<u>AWT-3rd EYE Single Rear Camera</u>	<u>\$ 1,695</u>
<u>Front Mount Vane Pump</u>	<u>INCL</u>	<u>Factory Mount</u>	<u>\$ 5,160</u>
<u>Mud flaps -ahead of rear wheels</u>	<u>\$ 200</u>	<u>Tool Box (bumper mtd.)</u>	<u>\$ 850</u>
<u>Visibilty LED Light Package</u>	<u>\$ 570</u>	<u>Addtl. (6) mos. Extended Warranty</u>	<u>INCL</u>
<u>Dual 20 lb. Fire Extinguisher</u>	<u>\$ 465</u>	<u>Back Up- Body Assist Lights</u>	<u>\$ 470</u>
<u>Body Service Hoist</u>	<u>\$ 4,110</u>	<u>Dual LED Container Work Lights</u>	<u>\$ 550</u>
Subtotal Column 1:	<u>\$ 9,710</u>	Subtotal Column 2:	<u>\$ 8,725</u>
Published Options added to Base Price (Subtotal of "Col 1" + "Col 2")			<u>\$ 18,435.00</u>
C: Subtotal of A + B =>			<u>\$ 113,416.00</u>
D: Unpublished Options {Itemize each item below}		Unpublished =	<u>0.05 %</u>
<u>Air Canopy -w/ Side body Switch</u>	<u>\$ 1,595</u>	<u>Heil Training: Upcharge</u>	<u>\$3,636.00</u>
	<u>\$ -</u>		
	<u>\$ -</u>		
	<u>\$ -</u>		<u>\$ -</u>
	<u>\$ -</u>		<u>\$ -</u>
Subtotal Column 1:	<u>\$ 1,595</u>	Subtotal Column 2:	<u>\$ 3,636.00</u>
Unpublished Options added to Base Price (Subtotal of "Col 1" + "Col 2")			<u>\$ 5,231.00</u>
E: Contract Pride Adjustment {If any, explain here}	<u>GOOD CUSTOMER DISCOUNT</u>	<u>\$ -</u>	<u>(\$6,000.00)</u>
F: Total of C + D + E {Not including H-GAC Fee} =>			<u>\$ 112,647.00</u>
G: Quantity Ordered {Units x F} =>	# of Units <u>1</u>		<u>\$ 112,647.00</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: Heil Body</u>	<u>(\$3,636.00)</u>		
<u>INVOICE Paid 15 days of Delivery</u>	<u>\$ -</u>		
		Subtotal of Non-Equipment Charges	<u>(\$3,636.00)</u>
J: TOTAL PURCHASE PRICE INCLUDING {G + H +I} =>			<u>\$ 109,411.00</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.

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

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

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

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GENERAL PROVISIONS

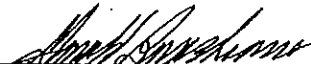
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5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program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

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

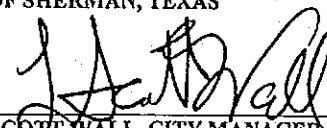
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 12.

Meeting Date: 10/06/2014

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

Approved By: George Olson, City Manager

Caption:

*** 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)

Issue:

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

Background:

The requested purchase is to replace Unit 622, a 2001 year model front load commercial solid waste truck. This is the oldest front 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 Ford/Autocar for \$159,806.00 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. 5896

Autocar Quotation

H-GAC Interlocal Agreement

RESOLUTION NO. 5896

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); 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 Chassis, at a total price of One Hundred Fifty-Nine Thousand, Eight Hundred and Six Dollars and Zero Cents (\$159,806.00), 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 OnlyContract
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	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 a front loader 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	22,000 # Front suspension 10036	687
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):	3378
5 Year transmission warranty 10118	1250	Subtotal B:	45240
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
Cummins ISL 370Hp diesel engine	2900	Subtotal C:	11480
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:	8%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)			
Quantity Ordered:	1	X Subtotal of A + B + C:	159206 = Subtotal D: 159206
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):	159806



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:	inchastang@chastangford.com		
Product Code:	A3	Description:	2015 Autocar ACX64 suitable for a front loader 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
Front end loader turn signal package 10104		175			
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:		3378
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: 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): #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. C. 13.

Meeting Date: 10/06/2014

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

Approved By: George Olson, City Manager

Caption:

*** 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

Issue:

To consider approval of a resolution to purchase a 2014 Ford F-250 regular cab pickup through the Texas Smartbuy Contract for use within the Solid Waste Services Department

Background:

This purchase will be used to replace unit 610, the oldest support vehicle in the Solid Waste Services Department.

Origination:

Department of Public Works

Financial Consideration:

The 2014 Ford F-250 pickup will be purchased from Sam Pack's Five Star Ford, through the Texas Smartbuy Contract, for \$24,080.00. Funding for this purchase was appropriated in the fiscal year 2014-2015 Solid Waste Services Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the truck through the Texas Smartbuy Contract.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5897

Sam Pack's Quotation

State of Texas Cooperative Purchasing Program

RESOLUTION NO. 5897

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; 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 Sam Pack's Five Star Ford, through the Texas Smartbuy Contract, a 2014 Ford F-250 Regular Cab Pickup Truck, at a total price of Twenty Four Thousand, Eighty Dollars and Zero Cents (\$24,080.00), in accordance with the provisions of the Texas Smartbuy proposal and terms and conditions of the Texas Smartbuy Cooperative Program 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

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Don McCormick - Kevin Moore -Ruben Santana - Grace Torres - Bill Dutton - Alan Rosner

Contract Name:State of Texas 071-072-AT 2014 - Texas Smartbuy Contract

End User: <u>City of Sherman</u>	Sam Pack's Rep: <u>Alan Rosner</u>
Contact: <u>Michael Springer</u>	Date: <u>9/15/2014</u>
Contact TN/Email: <u>michaels@ci.sherman.tx.us</u>	Phone # <u>903 892 7261</u>
Product Description: <u>2014 Ford F-250 Regular Cab - VEHICLE IS IN STOCK</u>	Exterior Color / Interior <u>White</u>
A. Bid Series: <u>872C</u>	Base Price: \$ 20,866.00

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic	Included			
	Air Conditioning	Included			
	Speed Control	Included			
	Power Group	Included			
	Trailer Hitch - Class IV	Included			
	Electric Brake Controller	\$ 239.00			
Total of B. - Published Options					\$ 239.00

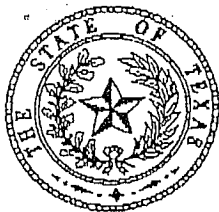
C. Ford Factory Published Options

Code	Description	Bid Price	Code	Description	Bid Price
Total of C. - Dealer Published Options					\$ -

D. Fleet Quote

Code	Description	Bid Price	Code	Description	Bid Price
	1300# Tommy - Hydraulic Cylinder Lift	\$2,975.00			
	NO CABLES				
Total of D. - Off Menu Options					\$ 2,975.00

F. Delivery Charges	<u>0</u> Miles @ \$2.45/mile	\$ -
G. Option Discounts		\$ -
H. Total of A + B + C + D + E = F		\$ 24,080.00
I. Floor Plan Assistance		\$0.00
J. Lot Insurance Coverages		\$0.00
K. Quantity Ordered <u>1</u> X F =		\$ 24,080.00
L. Administrative Fee		\$ -
M. Non-Equip Charges & Credits		
N. TOTAL PURCHASE PRICE INCLUDING ADMIN FEE		\$24,080.00



General Services Commission

1711 San Jacinto P.O. Box 13047

Austin, Texas 78711-3047

Web site: www.gsc.state.tx.us

CHAIRMAN
Alphonso Jackson
VICE-CHAIRMAN
Ramiro "Rami" Guzman
COMMISSIONERS
Ofelia de los Santos
Dinnicio Vidal Flores, P.E.
Barbara Rusling
Gene Shell
EXECUTIVE DIRECTOR
Tom Treadway

RE: State of Texas Cooperative Purchasing Program

Thank you for your interest in the Cooperative Purchasing Program. Created by legislation in 1979, the GSC Cooperative Purchasing Program offers political subdivisions a unique opportunity to purchase products from state automated and non-automated term contracts and the Catalogue Purchasing Program. Members benefit from the state's volume purchasing power, and save time by avoiding the bid process, since GSC term contracts are competitively bid. Cooperative Purchasing Program members have the support of three CPP staff members as well as access to 17 GSC purchasers.

Sections 271.081-271.083 Local Government Code, V. T. C. A., Section 2155.202 and 2175.001(1) of the Texas Government Code, Title 10, Subtitle D, provide the legal authority for local governments, MHMR community centers, and assistance organizations to participate in the State of Texas Cooperative Purchasing Program. These sections define local government to mean a county, municipality, special district, school district, junior college district, rural fire prevention district, volunteer fire department, or other legally constituted political subdivision of the state (hereinafter referred to as qualified entity). Community centers for mental health and mental retardation services must receive state grants-in-aid under provisions of Article 4 of the Texas Mental Health and Mental Retardation Act (Article 5547-204). *Assistance organizations* which are *non-profit* and provide educational, health, or human services or provide assistance to homeless individuals, that *receive any state funds* may purchase goods and services through the General Services Commission.

Participation in the Cooperative Purchasing Program is strictly voluntary. A local government, MHMR community center, or assistance organization may join the CPP by filing with the GSC a resolution adopted by the governing body of the qualified entity. The resolution must state that the qualified entity will: 1) designate one or two individuals as authorized to sign requisitions; 2) participate in the program and pay participation fees established by the commission; 3) be responsible for direct payment to vendors and 4) be responsible for ensuring the vendor's compliance with contract delivery and quality standards.

Membership in the CPP requires an annual non-refundable subscription fee. Once the completed resolution, required documentation for proof of eligibility in the CPP, and subscription fees have been received, GSC will forward a Cooperative Purchasing Program Instruction Manual, a complete set of term contracts on microfiche, and a packet of order forms. Paper copies of the monthly term contract books are available for an additional annual fee.

Requisitions for Automated Term Contract items must be processed through the GSC using a CPP Requisition form. Items purchased from Non-Automated Term Contracts and through the Catalogue Purchase Procedure are ordered directly from the vendor by the CPP member. However, Non-Automated orders require a copy of the order be provided to the GSC.

A cooperative purchasing partnership between qualified entities and the state can be advantageous to all concerned, but particularly beneficial to the taxpayer and the governmental entity. If you have any questions or need more information, please feel free to call a member of the CPP staff at 512/463-3368.

Post-it® Fax Note	7671	Date	2/4	# of pages	6
To	Mary Ann Winkle	From	Susan		
Co./Dept.	City/Seaman	Co.	GSC		
Phone #	903 892 7285	Phone #			
Fax #	892-7394	Fax #			

8/22/97

RESOLUTION NO. 3785

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A REQUEST TO THE GENERAL SERVICES COMMISSION TO APPROVE THE CITY OF SHERMAN'S PARTICIPATION IN THE GENERAL SERVICES COMMISSION COOPERATIVE PURCHASING PROGRAM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the General Services Commission is authorized to provide purchasing services for local governments pursuant to Title 8, Subtitle C, Chapter 271, Subchapter D, Sections 271.082 and 271.083 of the Local Government Code; and

WHEREAS, the City Council of the City of Sherman, Texas, is a local government defined as an entity qualified to participate in the Cooperative Purchasing Program of the General Services Commission pursuant to Section 271.081 of the Local Government Code; and

WHEREAS, in accordance with the requirements of Section 113.85(a) of the General Services Commission administrative rules, Giles Brown, Director of Finance, and Mary Ann Winkler, Purchasing Agent, are authorized, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute any and all documentation for the City of Sherman pertaining to its participation in the General Services Commission Cooperative Purchasing Program; and

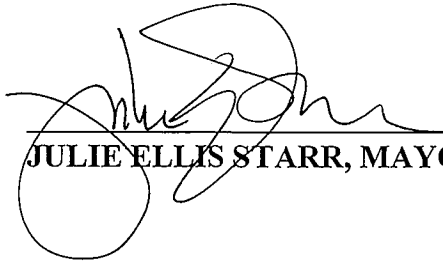
WHEREAS, the City of Sherman acknowledges its obligation to pay annual participation fees as established by the General Services Commission until such time as this obligation is revoked by a subsequent resolution;

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all documents being properly completed and approved as to form and content by the City Attorney, to submit a request to the General Services Commission to approve the City of Sherman for participation in the General Services Commission Cooperative Purchasing Program.

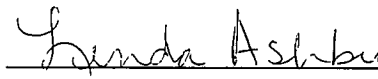
SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

PASSED AND APPROVED this the 22nd day of February, 1999.



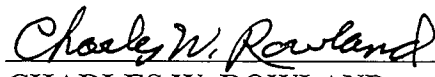
JULIE ELLIS STARR, MAYOR

ATTEST:

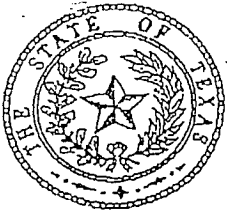


LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:



CHARLES W. ROWLAND,
CITY ATTORNEY



General Services Commission

1711 San Jacinto P.O. Box 13047

Austin, Texas 78711-3047

Web site: www.gsc.state.tx.us

CHAIRMAN
Alphonso Jackson
VICE-CHAIRMAN
Ramiro "Raul" Guzman
COMMISSIONERS
Ofelia de los Santos
Dionicio Vidal Flores, P.E.
Barbara Rusling
Gene Shall
EXECUTIVE DIRECTOR
Tom Treadway

RE: State of Texas Cooperative Purchasing Program

Thank you for your interest in the Cooperative Purchasing Program. Created by legislation in 1979, the GSC Cooperative Purchasing Program offers political subdivisions a unique opportunity to purchase products from state automated and non-automated term contracts and the Catalogue Purchasing Program. Members benefit from the state's volume purchasing power, and save time by avoiding the bid process, since GSC term contracts are competitively bid. Cooperative Purchasing Program members have the support of three CPP staff members as well as access to 17 GSC purchasers.

Sections 271.081-271.083 Local Government Code, V. T. C. A., Section 2155.202 and 2175.001(1) of the Texas Government Code, Title 10, Subtitle D, provide the legal authority for local governments, MHMR community centers, and assistance organizations to participate in the State of Texas Cooperative Purchasing Program. These sections define local government to mean a county, municipality, special district, school district, junior college district, rural fire prevention district, volunteer fire department, or other legally constituted political subdivision of the state (hereinafter referred to as qualified entity). Community centers for mental health and mental retardation services must receive state grants-in-aid under provisions of Article 4 of the Texas Mental Health and Mental Retardation Act (Article 5547-204). Assistance organizations which are non-profit and provide educational, health, or human services or provide assistance to homeless individuals, that receive any state funds may purchase goods and services through the General Services Commission.

Participation in the Cooperative Purchasing Program is strictly voluntary. A local government, MHMR community center, or assistance organization may join the CPP by filing with the GSC a resolution adopted by the governing body of the qualified entity. The resolution must state that the qualified entity will: 1) designate one or two individuals as authorized to sign requisitions; 2) participate in the program and pay participation fees established by the commission; 3) be responsible for direct payment to vendors and 4) be responsible for ensuring the vendor's compliance with contract delivery and quality standards.

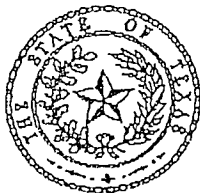
Membership in the CPP requires an annual non-refundable subscription fee. Once the completed resolution, required documentation for proof of eligibility in the CPP, and subscription fees have been received, GSC will forward a Cooperative Purchasing Program Instruction Manual, a complete set of term contracts on microfiche, and a packet of order forms. Paper copies of the monthly term contract books are available for an additional annual fee.

Requisitions for Automated Term Contract items must be processed through the GSC using a CPP Requisition form. Items purchased from Non-Automated Term Contracts and through the Catalogue Purchase Procedure are ordered directly from the vendor by the CPP member. However, Non-Automated orders require a copy of the order be provided to the GSC.

A cooperative purchasing partnership between qualified entities and the state can be advantageous to all concerned, but particularly beneficial to the taxpayer and the governmental entity. If you have any questions or need more information, please feel free to call a member of the CPP staff at 512/463-3368.

Post-it® Fax Note	7671	Date	2/4	# of pages	6
To	Mary Ann Winkle	From	Susan		
Co./Dept.	City of Sherman	Co.	GSC		
Phone #	903 892-7285	Phone #			
Fax #	892-7394	Fax #			

8/22/97



General Services Commission

1711 San Jacinto P.O. Box 13047

Austin, Texas 78711-3047

Web site: www.gsc.state.tx.us

CHAIRMAN
Alphonso Jackson
VICE-CHAIRMAN
Ramiro "Ram" Guzman
COMMISSIONERS
Ofelia de los Santos
Dionicio Vidal Flores, P.E.
Barbara Rustling
Gene Skull
EXECUTIVE DIRECTOR
Tom Treadway

COOPERATIVE PURCHASING PROGRAM

NEW MEMBERSHIP APPLICATION

Name of Authorized Individual: Mary Ann Winkler
 Name of Qualified Entity: City of Sherman
 Address: PO Box 1106
 City, State, Zip Code: Sherman TX 75091-1106
 Phone Number: 903-892-7285
 Fax Number: 903-892-7294

ANNUAL FEES: PLEASE CHECK ALL THAT APPLY

- ☒ SUBSCRIPTION FOR PARTICIPATION IN
 STATE OF TEXAS COOPERATIVE PURCHASING PROGRAM . . . \$210.00
(includes monthly set of microfiche with term contract information)
- ☐ PAPER COPY OF TERM CONTRACT BOOKS . . . \$200.00
*(**this is an additional charge to subscription fee**)*
(Monthly term contract books for 12 months = complete set)
- ☐ ADDITIONAL SET(S) OF MONTHLY MICROFICHE (EACH) . . . \$ 25.44
- ☐ COMMODITY CODE BOOK . . . \$ 18.96

AMOUNT ENCLOSED: \$ 210.00

** PLEASE REMIT TOTAL FOR ALL ITEMS CHECKED ABOVE **

Questions? Call the CPP at 512-463-3368

RETURN THIS ORDER FORM WITH PAYMENT
AND RESOLUTION

Request to the General Services Commission
to approve The City of Sherman's participation
in the General Services Commission Cooperative
Purchasing Program.

RESOLUTION NO. 3785

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A REQUEST TO THE GENERAL SERVICES COMMISSION TO APPROVE THE CITY OF SHERMAN'S PARTICIPATION IN THE GENERAL SERVICES COMMISSION COOPERATIVE PURCHASING PROGRAM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the General Services Commission is authorized to provide purchasing services for local governments pursuant to Title 8, Subtitle C, Chapter 271, Subchapter D, Sections 271.082 and 271.083 of the Local Government Code; and

WHEREAS, the City Council of the City of Sherman, Texas, is a local government defined as an entity qualified to participate in the Cooperative Purchasing Program of the General Services Commission pursuant to Section 271.081 of the Local Government Code; and

WHEREAS, in accordance with the requirements of Section 113.85(a) of the General Services Commission administrative rules, Giles Brown, Director of Finance, and Mary Ann Winkler, Purchasing Agent, are authorized, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute any and all documentation for the City of Sherman pertaining to its participation in the General Services Commission Cooperative Purchasing Program; and

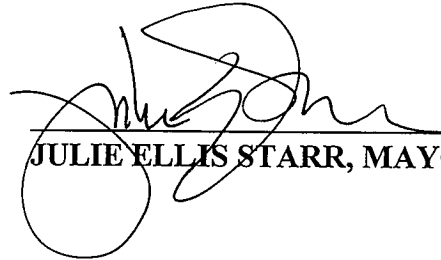
WHEREAS, the City of Sherman acknowledges its obligation to pay annual participation fees as established by the General Services Commission until such time as this obligation is revoked by a subsequent resolution;

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

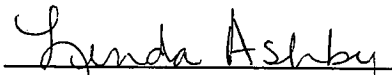
SECTION 1. That the City Manager be and is hereby authorized, subject to all documents being properly completed and approved as to form and content by the City Attorney, to submit a request to the General Services Commission to approve the City of Sherman for participation in the General Services Commission Cooperative Purchasing Program.

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

PASSED AND APPROVED this the 22nd day of February, 1999.


JULIE ELLIS STARR, MAYOR

ATTEST:


LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:


CHARLES W. ROWLAND,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 10/06/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

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

Issue:

Renewal of the City's membership in TEX-21 and participation in the TEX-21 U.S. 75/69 Corridor Task Force

Background:

At the September 19, 2011 meeting, the City Council approved the City's one-year membership in TEX-21 and designated the Mayor as the City's representative on the TEX-21 U.S. 75/69 Corridor Task Force, with the caveat that, every year, the City Council would evaluate the group's performance and progress before renewal each year. The Task Force's initiative is to have U.S. 75-69 designated as a High Priority Corridor by Congress, which is the first step in obtaining Interstate status. TEX-21 was also charged with gaining participation from Oklahoma.

The City's membership was renewed for fiscal year (FY) 2013-2014 at the January 6, 2014 City Council meeting; and Mayor Wacker was appointed to serve as the City's primary representative. No secondary representative was appointed.

An invoice has been received for the renewal of the City's membership in TEX-21 for FY 2014-2015. Following Mayor Wacker's briefing on TEX-21's performance and progress during the last year, if the decision is made to renew the City's participation in TEX-21, the Council will also need to consider the appointment of the primary and secondary representatives.

Origination:

Mayor Carolyn S. Wacker

Financial Consideration:

The renewal membership dues for FY 2014-2015 of \$4,250.00 are allocated in the budget.

Staff Recommendation:

It is at the City Council's discretion to renew the City's participation in TEX-21, appoint representatives, and authorize the payment of the membership fees for FY 2014-2015.

Attachments

TEX-21 Report

FYE 2015 TEX-21 Membership Dues Statement

TEX-21
City of Sherman, TX
Memo

TEX-21 has been extremely active over the past year meeting in various member cities across Texas, Oklahoma, and Arkansas. Each TEX-21 Task Force (IH-30, US 75/69, US 287 and the Third Coast Initiative) has held meetings at locations along each corridor throughout the year to promote and educate key stakeholders and elected officials as we approach the 84th Legislative session.

US 75/69 has been very active over the past year meeting in both Durant, OK and Sherman, TX. The next TEX-21 US 75/69 Corridor Task Force will be meeting in Durant, OK on October 8, 2014. Meetings have been held with key elected officials along the corridor as well as those who are soon to be in office such as Congressman Ralph Hall, Senator Craig Estes, Representative Larry Phillips, and Republican Nominee for District 4 of the United States Congress John Ratcliffe.

The IH-30 and US 287 Task forces have been very active as well. Meetings have occurred all the way from Crockett, TX to Pulaski County, AR. A small group from the TEX-21 IH-30 coalition also gave a presentation in front on the Arkansas House and Senate Transportation Committees.

TEX-21 made two successful missions to Panama this past year to tour the expansion project of the Panama Canal. In attendance on the missions were Senator Craig Estes, Senator Eddie Lucio, Senator Larry Taylor, Representative Dan Flynn, Representative Dan Douglas and Representative Deborah Ferguson from Arkansas, as well as several local officials from ports along the coast of Texas and Louisiana, as well as numerous local officials from Texas, Oklahoma and Arkansas. In conjunction with the Panama Missions, TEX-21 has been asked by Senator and Republican Nominee for Lt. Governor Dan Patrick to prepare a white paper that demonstrates the substantial impact that the Canal Expansion will have on the Texas economy and strategically lines out what the State of Texas needs to do in preparation to take optimal advantage for this expansion.

TEX-21 has strategically met with TxDOT officials regarding each TEX-21 initiative, including US 75/69 and a “Go Forward Plan” for the 84th Legislative Session. We continue to focus on this session as Transportation becomes the forefront in the statewide focus. Within the next couple of months the board of TEX-21 will publish its Legislative Agenda for the 84th Legislative Session.

TEX-21 has vigorously upped our membership over the past year. These members would include: Arkadelphia, Arkansas, Ark-Tex Council of Governments RPO., Bryant, Arkansas, Cabot, Arkansas, Dennison, Texas, Fate, Texas, Greenville, Texas, Hood County, Texas, Hunt County, Texas, Quinlan, Texas, Rockwall, Texas, Webb County, Texas, Las Cruces, New Mexico, TAPS Rapid Transit, and Dallas County Schools.

TIM WELCH, CHAIR
North Richland Hills Councilmember

JOHN WILLIS, TREASURER
Garland Mayor Pro Tem

ROSE CANNADAY, VICE CHAIR
Irving Councilmember

KEITH SELF, VICE CHAIR
Collin County Judge

JANE SHANG, VICE CHAIR
El Paso Deputy City Manager

EDUARDO CAMPIRANO, VICE CHAIR
Port of Brownsville

GARY FICKES, VICE CHAIR
Tarrant County Commissioner

TOM WHITTEN, SECRETARY
Bowie County Commissioner

MICKEY PARSON, VICE CHAIR
Granbury Councilmember

September 16, 2014

The Honorable Carolyn S. Wacker
Mayor
City of Sherman
220 West Mulberry
Sherman, TX 75090

SECOND INVOICE

RE: FYE 2015 TEX-21 MEMBERSHIP DUES STATEMENT

<u>Date</u>	<u>Population</u>	<u>Annual Dues</u>	<u>Membership</u>
Upon Receipt	25,000-49,000	\$4,250	Annual Membership Dues for FYE 2015 (October 1, 2014 – September 30, 2015)

**2014 Annual
Membership Fees: \$4,250**

Please Remit to: **TEX-21**
Attn: Nan Wheat, Business Manager
8080 Park Lane, Suite 600
Dallas, Texas 75231

Payable Upon Receipt

2014 VOTING MEMBERS:

ADDISON * Bruce Arfsten
ALICE * Dorella Elizondo
ALLEN * Peter Vargas
ANNA * Michael Crist
Ark-Tex CoG RPO * Chris Brown
ATOKA, OK * Clint Hardison
BOWIE COUNTY * Tom Whitten
Bryant, AR * Monty Ledbetter
COLLEYVILLE * Jody Short
COLLIN COUNTY * Keith Self
COPPELL * Karen Hunt
CROCKETT * Wayne Mask
Dallas * Sheffie Kadane
DALLAS COUNTY * Mike Cantrell
DECATUR * Martin Woodruff
DENISON * Jared Johnson
DENTON * Pete Kamp
DURANT, OK * Jerry Tomlinson
EL PASO * Jane Shang
Euless * Mary Lib Saleh
FOREST HILL * Jo Pirtle
GARLAND * John Willis
GRANBURY * Mickey Parson
GRAPELAND * George Pierson
GRAYSON COUNTY * Drue Bynum
GREENVILLE * Massoud Ebrahim
Hopkins County * Robert Newsom
Hopkins County EDC * Roger Feagley
Hunt County*John Horn
IRVING * Rose Cannaday
KENNEDEALE * John Clark
KILLEEN * George Lueck
Little Elm * David Hillock
MANSFIELD * Stephen Lindsey
McKINNEY * Brian Loughmiller
MIDLOTHIAN * Bill Houston
Mount Pleasant * Mike Ahrens
MOUNT VERNON * Margaret Sears
North Little Rock * Joe Smith
NORTH RICHLAND HILLS * Oscar Trevino
PHARR * Adan Farias
PORT OF BROWNSVILLE * Eduardo Campirano
Redwater * Robert Lorance
RICHARDSON * Laura Maczka
ROCKWALL * Rick Crowley
ROCKWALL COUNTY * Cliff Sevier
ROWLETT * Debby Bobbitt
SHERMAN * Carolyn Wacker
SOUTHLAKE * Pamela Muller
Stephenville* Mark Kaiser
Sulpher Springs * Marc Maxwell
TARRANT COUNTY * Gary Fickes
TEXARKANA * Bob Bruggeman
TITUS COUNTY * Brian Lee
TYLER COUNTY * Martin Nash
WAXAHACHIE * Paul Stevens
WISE COUNTY * Chad Davis
WOODVILLE * Mandy Risinger
WYLIE * Mindy Manson

2014 ASSOCIATE MEMBERS:

AAA TEXAS * Anne O'Ryan
BOSC, Inc. * Rick Menchaca
HARRISON, WALKER, & HARPER, L.P.
Chip Harper
PARIS EDC * Steve Gilbert

2014 RESOURCE AGENCIES:

ARK-TEX COUNCIL OF GOVERNMENTS * CHRIS BROWN
SW ARKANSAS PLANNING & DEVELOPMENT DISTRICT * Renee Dycus
TEXAMERICAS CENTER * BILL CORK
TEXAS SOUTHERN UNIVERSITY
Carroll Robinson
TEXAS TRANSPORTATION INSTITUTE
Dennis Christiansen



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 10/06/2014

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

Approved By: George Olson, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of St. Mary's Catholic School to Temporarily Close Certain Streets for the "Run Run Rudolph 5K and Family Fun Run" on Saturday, December 6, 2014

Issue:

St. Mary's Catholic School is planning to hold the 4th Annual "Run Run Rudolph 5K and Family Fun Run" on Saturday, December 6th as part of their fundraising campaign and is requesting the City of Sherman's assistance with traffic control along the route.

Background:

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

Origination:

Donnette Diehl, St. Mary's "Run Run Rudolph 5K and Family Fun Run" chairperson

Financial Consideration:

Barricade placement and removal and police support provided by the City

Staff Recommendation:

It is recommended that the City Council approve this request and authorize the necessary assistance to accommodate the event. The Police Department recommends approval of this event as long as event organizers provide adequate police officers necessary to maintain safety at certain points along the route.

Alternatives:

As directed by Council

Attachments

Run Run Rudolph Request Letter

Run Run Rudolph Run Map



August 18, 2014

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

Dear Mr. Olsen,

We are requesting to hold the 4th Annual St. Mary's Run Run Rudolph 5K and Family Fun Run/Walk on Saturday, December 6, 2014. We are estimating 400 runners to participate and respectfully request traffic support as well as cones to be placed along the 5K route. The race starts at 9:15 a.m and our route will begin and end at 713 South Travis at the St. Mary's Catholic School parking lot. Please see the attached proposed route.

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

Sincerely,

Donnette Diehl
RRR5K Race Director
ddiehl@stmarys-sch.org



City of Sherman, Texas



ST. MARY'S 5K FUN RUN
PROJECT LOCATION MAP





City Council Regular Meeting

Agenda Item No. G. 1.

Meeting Date: 10/06/2014

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 has submitted an application 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 appoint 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

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.

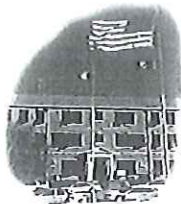
APPLICANT LIST

Keep Sherman Beautiful Commission

Positions Vacant 1

Applicant	Address	District	Qualifications
Joshua Shelton	1811 W. College	1	World Financial Group

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.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. L.

Meeting Date: 10/06/2014

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

MARCH						
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23	24	25	26	27	28	29
30	31					

APRIL						
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27	28	29	30			

MAY						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE						
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22	23	24	25	26	27	28
29	30					

JULY						
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27	28	29	30	31		

AUGUST						
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24	25	26	27	28	29	30
31						

SEPTEMBER						
S	M	T	W	T	F	S
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28	29	30				

OCTOBER						
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19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
S	M	T	W	T	F	S
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23	24	25	26	27	28	29
30						

DECEMBER						
S	M	T	W	T	F	S
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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