

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 5, 2015
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER TOM WATT**
- A. 3. INVOCATION BY COUNCIL MEMBER TOM WATT**
- A. 4. APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS) OF SEPTEMBER 15, 2015, AND THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 21, 2015**

Special Presentations

- B. 1. SPECIAL PRESENTATION**
Recognizing Outgoing Sherman Economic Development Corporation Board Chairman
Brooks Hull

Proclamations

- C. 1. PROCLAMATION**
"Lions White Cane Day" – October 10, 2015

Public Hearing

- D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5903**
Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", at Article 13.09, entitled "Service Fees", at Section 13.09.001 to Revise Miscellaneous Utility Fees; at Section 13.09.002 to Revise Laboratory Fees; and at Section 13.09.003 to Revise Water and Sewer Tap Fees

- D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5904**
Amending Chapter 1 of the Code of Ordinances, entitled "General Provisions", at Article 1.02, entitled "Administration", at Section 1.02.002, entitled "Return Check Charge"

Close Public Hearing and Consider Adoption of Ordinances

- D. 3. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 5903 and 5904
- D. 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

- E. 1. RESOLUTION NO. 6022**
In Support of a Constitutional Amendment for Increased State Funding for Transportation
- E. 2. RESOLUTION NO. 6023**
Authorizing Execution of an Agreement to Contribute Right of Way Funds (Fixed Price) between the State of Texas, Acting By and Through the Texas Department of Transportation, (the "State"), and City of Sherman, Texas, for Certain Highway Improvements on Highway No. US 82 from Frisco Road (Sherman) East to FM 1417 East
- E. 3. * RESOLUTION NO. 6024**
Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Design of the Harrison Elevated Tank Painting Improvements
- E. 4. * RESOLUTION NO. 6025**
Authorizing the Purchase of a 2016 Dodge Ram 4500 6.7 Liter Diesel Chassis for Remounting and Refurbishing an Existing Frazer 12' 4" Generator Powered Module Ambulance Box for the Sherman Fire Department from Mac Haik Dodge Chrysler Jeep and through the Houston-Galveston Area Council of Governments (H-GAC)
- E. 5. * RESOLUTION NO. 6026**
Authorizing the Purchase of a New Ram 4500 Truck for the Street Maintenance Department from Hoyte Dodge
- E. 6. * RESOLUTION NO. 6027**
Authorizing the Purchase of a New Autocar ACX64 Front Load Chassis for the Solid Waste Services Department from Chastang Ford/Autocar through the Houston-Galveston Area Council of Governments (H-GAC)

- E. 7. *** RESOLUTION NO. 6028**
Authorizing the Purchase of a New Autocar ACX64 Automated Side Load Chassis for the Solid Waste Services Department from Chastang Ford/Autocar through the Houston-Galveston Area Council of Governments (H-GAC)
- E. 8. *** RESOLUTION NO. 6029**
Authorizing the Purchase of a New Wilkens Steel Front Load Ejector Transfer Trailer for the Solid Waste Services Department from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (Buyboard)
- E. 9. *** RESOLUTION NO. 6030**
Authorizing the Purchase of a Heil Automated Side Load Body for the Solid Waste Services Department from Heil of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)
- E. 10. *** RESOLUTION NO. 6031**
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)
- E. 11. *** RESOLUTION NO. 6032**
Authorizing the Purchase of a New International 4300 Peterson Lightning Loader Cab and Chassis for the Solid Waste Services Department from Southwest International Trucks through the Texas Local Government Purchasing Cooperative (BuyBoard)

Change Orders

- F. 1. *** CHANGE ORDER NO. 2**
Approving the Greater Texoma Utility Authority's Intention to Execute Change Order No. 2 for Construction of the Sherman Wastewater Treatment Plant Headworks Lift Station Replacement and Electrical Upgrade

Other Business

- G. 1. **OTHER BUSINESS**
Consider Approval of the Annexation Scheduling Plan for Adoption of Approximately 200 Acres of Land Near Lamberth Road and Shady Oaks Drive, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

G. 2. OTHER BUSINESS

Receive Director of Administration and Finance Don Keene's Presentation on Proposed Fire Inspection Fees

G. 3. * 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/Walk" on Saturday, December 5, 2015

H. CITIZEN REQUESTS

I. MEDIA QUESTIONS

J. COUNCIL COMMENTS

Executive Session

K. 1. EXECUTIVE SESSION

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

Section 551.074

Personnel Matters:

- (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:
 - (1) Sherman Economic Development Corporation Board of Directors (3)
- (b) Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee

Section 551.087

Deliberation Regarding Economic Development Negotiations:

- (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

L. 1. OPEN MEETING

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

M. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on October 1, 2015 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 1st day of October, 2015
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

David Plyler

Council Members

Ryan Johnson, Council-At-Large, PL #1

Jason Sofey, Council-At-Large, PL #2

Lawrence Davis, Council – District #1

Terrence R. Steele, 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: 10/05/2015

Prepared By: Linda Ashby, City Clerk

Approved By:

Caption:

APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS) OF SEPTEMBER 15, 2015, AND THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 21, 2015

Attachments

September 15, 2015

SEDCO Work Program - 2014-2015

SEDCO Work Program - 2015-2016

SEDCO Budget

September 21, 2015

Tap Fee Presentation

STATE OF TEXAS §

September 15, 2015

COUNTY OF GRAYSON §

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 15, 2015.

COUNCIL MEMBERS PRESENT: Mayor Cary Wacker; Deputy Mayor David Plyler.
Council Members Davis, Sofey, Steele.

COUNCIL MEMBERS ABSENT: Council Members Johnson, Watt.

SEDCO MEMBERS PRESENT: Brooks Hull, John Sild, David Key, Willie Steele, Greg Kirkpatrick, Cary Wacker (Ex-Officio), Robby Hefton (Ex-Officio), David Plyler (Ex-Officio), Jason Sofey (Ex-Officio).

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

CITY STAFF PRESENT: Robby Hefton, City Manager; Brandon Shelby, City Attorney; Don Keene, Director of Administration and Finance; Steve Ayers, Director of Community and Support Services; Clay Barnett, Director of Public Works; Danny Jones, Fire Chief; Scott Shadden, Director of Development Services; Mark Gibson, Director of Utilities; Mary Lawrence, Director of Finance; Tammy Davis, Controller; Jim Cross, Assistant Public Works Director; Nate Strauch, Communications Manager; Pam Cloer, Assistant to the City Manager; Brad Williams, Computer Support Technician; Linda Ashby, City Clerk.

SEDCO STAFF PRESENT: John Plotnik, 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 2015-2016

SEDCO President's Presentation of the 2015-2016 Work Program

SEDCO WORK PROGRAM 2015-2016

SEDCO Board to Consider Approval of the SEDCO Work Program 2015-2016

SEDCO WORK PROGRAM 2015-2016

City Council to Discuss and Consider Approval of the SEDCO Work Program 2015-2016

SEDCO BUDGET 2015-2016

SEDCO President's Presentation of the SEDCO Budget 2015-2016

SEDCO BUDGET 2015-2016

COUNCIL MINUTES -- SEPTEMBER 15, 2015

City Council to Discuss and Consider Approval of the 2015-2016 SEDCO Budget

ADJOURNMENT

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

Mayor Wacker called the meeting to order at 12:00 p.m., declared a quorum present, and opened the City Council Meeting. Brooks Hull, Chairman of the Sherman Economic Development Corporation, declared a quorum present, and opened the SEDCO Meeting.

SEDCO WORK PROGRAM 2015-2016

SEDCO PRESIDENT'S PRESENTATION OF THE 2015-2016 WORK PROGRAM

Mr. Hull welcomed incoming SEDCO President John Plotnik, adding that he will formally join SEDCO on September 29, 2015.

Mr. Plotnik thanked the City Council and SEDCO for their support and for offering him the position of President of the Board. His background is basically from the Dallas/Ft. Worth Metroplex, and includes 27 years in commercial real estate and site selection work. His last five years in Dallas was with the Bradford Development Company. He most recently served as the Executive Vice President of the Corpus Christi Regional Economic Development Corporation.

He said corporate America is moving into Plano and those core jobs will demand services and result in additional jobs. The migration is moving north and Sherman needs to look ahead as to infrastructure, housing, security, education, and all the things that are involved in the community. Sherman needs to be prepared for that demand in the next five to ten years. Mr. Plotnik said this demand will happen and will increase the retail community and the sales tax. He said these are exciting times and they need to plan for that. Mr. Plotnik thanked the City Council and SEDCO for the opportunity to serve as SEDCO's President.

SEDCO WORK PROGRAM 2015-2016

SEDCO BOARD TO CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2015-2016

Frank Gadek, SEDCO Executive Vice President, presented the 2015-2016 Work Program. First he presented the results of the 2014-2015 Work Program. The mission of SEDCO is to grow the tax base and create jobs.

The bulk of SEDCO's time is spent retaining and expanding the existing primary employers. He estimated that 65% to 70% of their time is spent with existing businesses, and said this has been a good year from a project standpoint.

He outlined projects including Panda Sherman Power 2 which will have an investment of between \$200 million and \$300 million. Their incentive package is for \$2.5 million, with construction scheduled to begin this time next year.

Christmas Designers was formally located in the Burlington Building and has moved to the former Whitmire Building. Kaiser Aluminum has had two projects this year with the second under construction now.

903 Brewers is a success story beyond even their expectations. Just this week they have applied for an expansion project.

COUNCIL MINUTES -- SEPTEMBER 15, 2015

SEDCO has launched a new Business Retention and Expansion Program, which is headed by Stacey Jones, Economic Development Coordinator. A Sherman Safety Leaders Program is also being created out of the Expansion and Plant Manager's Programs.

Mr. Gadek said an Economic Impact Analysis is also prepared for each project to determine a return on investment for the incentives that are approved in the Performance Agreement. This analysis helps the Board make an informed decision on the agreements and includes an analysis on the perimeters of the project, capital investment, job creation, spin-off jobs, incentives, and a pay-back period or return on SEDCO's investment.

The Renew Blue contract was approved but is yet to be operational. They still have some time to perform, but if they don't the agreement disappears. In no way will an incentive be paid prior to the actual start-up of the business and meeting the milestones contained in the agreement.

Commissary Express is in the process of establishing a small distribution system that provides retail items to jail commissaries.

Mr. Gadek said they currently have two active projects for use of the MEMC building and hopefully those will move forward. SEDCO continues to work with HCK2 to advance the marketing efforts, including booklets and advertisements.

Scott Connell, former President of SEDCO, was involved with advancing the strategy with the various DFW allies, and Mr. Gadek said they hope to see more positive results next year.

One goal of SEDCO was to establish Sherman as a retail market center and they worked with Barrett Hospitality for an \$868,186 investment with 20 jobs. The incentive for the project was \$32,600. This project was for the Old Iron Post Restaurant, and by all accounts they are doing well.

SEDCO also maintains and manages real estate such as Progress Park. They recently purchased 13.41 acres on East FM 1417, formerly a truck stop that is now a Mexican restaurant. The property will be combined with the adjacent property owned by the City of Sherman to create a 22 acre parcel. The restaurant is being relocated to the downtown area and the other two businesses are also being relocated.

Mr. Gadek said the plan is to raze the buildings, clear the concrete slabs, remove the fuel tanks, and hopefully have a "clean" site for sale by the end of the year. The second project is a spec building in Midway Industrial Park.

Mr. Gadek said another goal is to raise Sherman's profile in local, state, national, and international markets, and he felt Mr. Plotnik's experience and background would help in this area and he expected a more favorable result for next year's work program.

Mr. Hull expressed SEDCO's appreciation for the work with the City Council, especially this year, on many of these projects. He felt the communication that exists between these two entities was phenomenal this year. He felt the program of work for the past year was reflective of the tie they have together and the communication that exists between SEDCO and the City Council, and added that he was grateful to the Council for their active involvement in the actions of SEDCO.

Mr. Gadek outlined the 2015-2016 Work Program for SEDCO, which is very similar to this past year with the goals and mission. The only real changes are that things accomplished this year were not reflected in next year's program. He said this would allow Mr. Plotnik an opportunity to continue his first year with the same format and then make changes going forward that he feels would be necessary.

COUNCIL MINUTES -- SEPTEMBER 15, 2015

The upcoming goals are identical to the 2015 goals, but instead of results, a list of actions are outlined. He presented the actions for the Work Program.

Goal B outlines the recruiting of targeted national and international primary employers. Council Member Steele said the median wage rate is listed at \$15. He asked if a prospect has a lower median wage, would SEDCO still try to recruit them. Mr. Gadek said they would, even though they would like to capture as many higher paying jobs as possible. The reality is that there is a spread in wages. They would hope to exceed that number when possible.

Mr. Gadek added that another partner they have in recruiting is Workforce Solutions Texoma, which is an integral partner in reaching these goals.

He reiterated that the actions for targeting DFW Metroplex allies to attract business investment may change under the direction of Mr. Plotnik.

Establishing Sherman as a retail market center is important to both SEDCO and the City Council, and a fair amount of retail has been added this past year to Sherman's retail base. SEDCO's 3/8 of one cent in sales tax would not exist if it wasn't for these retail centers. Currently this 3/8 of one cent equates to about \$3 million annually that can be used to provide incentives to various economic development projects.

Mr. Gadek said when the property at FM 1417 and US Hwy 75 is available to market, it will be one of SEDCO's first ventures in private development. There is also several hundred acres of industrial property owned by SEDCO that is available to prospects. Sherman is one of the few communities in Texas that still offers sites served by industrial rail spurs. With the infrastructure in place and the infrastructure to come, Sherman is in a very positive position.

He said SEDCO could do a better job in attracting businesses from outside the area. There is a lot of interest in the solar market with companies from China and Germany.

ACTION TAKEN.

Motion by SEDCO Member Key to approve the SEDCO Work Program for FY 2015-2016, as presented. Second by SEDCO Member Steele.

VOTING AYE: Hull, Sild, Key, Steele, Kirkpatrick.

VOTING NAY: None.

MOTION CARRIED.

SEDCO WORK PROGRAM 2015-2016

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2015-2016

Mayor Wacker asked if there were any questions about the SEDCO Work Plan as proposed. Council Member Steele said SEDCO is not in the real estate business, but he asked if there was any plan to build spec buildings since there are none available in the area.

Mr. Hull said SEDCO would soon release an incentive agreement with a local industry developer to have a spec building constructed to test the market, prior to doing that in SEDCO's industrial park. He said that was a major consideration, but they want to be smart about it and see what the market will drive.

ACTION TAKEN.

COUNCIL MINUTES -- SEPTEMBER 15, 2015

Motion by Council Member Sofey to approve the SEDCO Work Program for FY 2015-2016, as presented. Second by Deputy Mayor Plyler.

VOTING AYE: Wacker, Davis, Plyler, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

SEDCO BUDGET 2015-2016

SEDCO PRESIDENT'S PRESENTATION OF THE SEDCO BUDGET 2015-2016

Mr. Gadek presented SEDCO's proposed FY 2015-2016 budget. He said the percentage of projected revenue is the same as the City uses for projecting sales tax revenue. The ending fund balance for FY 2014-2015 is projected to be \$6,665,057, which becomes the beginning fund balance for FY 2015-2016. Projected revenue for the coming year is \$3.4 million.

He also outlined expenses, saying total administrative expenses are at \$431,508, with the increase primarily for the addition of a staff person. The total operating expenses are at \$131,045, with a 3.8% change. Mr. Gadek said expenses associated with programs are budgeted at \$398,906. They did budget some additional money for the celebration of SEDCO's 20th anniversary, which will be held in April 2016. The total expenses for FY 2015-2016 are budgeted at \$961,459, and include administrative, operating and program expenses. The increases in the budget have been due to activity and revenue. He said SEDCO is a mature, fully functional economic development organization and has been for a number of years.

Mr. Hull added that, in a time when other organizations struggle with making their budgets, SEDCO is financially sound and is poised for a very productive future. He felt that some of the growth that is seen in the budget is a direct response of having a very significant growth initiative for the community. Mr. Hull said that is done with a stable footing that has been established through a number of years of well-managed assets and a continued relationship with the City Council on providing the City the best economic development opportunities that exist.

Mr. Gadek said the proposed budget also includes the scheduled incentive payouts, including those for Sherman Panda Power and GlobiTech. The FY 2015-2016 budget proposes \$1.7 billion for these existing incentive payouts, which does not include any new projects that might be approved after this point.

Mr. Gadek reiterated that the ending fund balance is projected to be \$5,656,230.

Mayor Wacker said the proposed budget has been approved by SEDCO and she asked if Council Members had any questions. There were no questions.

SEDCO BUDGET 2015-2016

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE 2015-2016 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 Steele to approve the SEDCO Budget for FY 2015-2016, as presented. Second by Deputy Mayor Plyler.

VOTING AYE: Wacker, Davis, Plyler, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL MINUTES – SEPTEMBER 16, 2014

Mr. Hull said two changes were made since the last approval of their budget and the SEDCO Board needs to make a formal approval of the budget. Brandon Shelby, City Attorney, said this was not an agenda item and could not be included. Ms. Jones said it was included on SEDCO's posting.

Mayor Wacker explained that the item was not included on the City's agenda posting, however SEDCO has also posted their meeting, and it was listed as an agenda item on that posting.

Mr. Hull explained that there were some small changes on the benefits portion because of Mr. Connell's leaving. There were also some minor changes. He said in order to make it "clean", the Board needs to approve those changes.

ACTION TAKEN.

Motion by SEDCO Member Sild to approve the SEDCO Budget for FY 2015-2016, as presented. Second by SEDCO Member Kirkpatrick.

VOTING AYE: Hull, Sild, Key, Steele, Kirkpatrick.

VOTING NAY: None.

MOTION CARRIED.

Mayor Wacker reminded everyone in attendance about SEDCO's Summit which is scheduled for September 30, 2015. She said it will be a very informative day, with a great line-up of speakers. Mr. Plotnik will also be in attendance.

She said SEDCO is the primary partner with the City of Sherman to help the community have that diverse and stable manufacturing and employer base that has kept Sherman in the forefront and is positioning the community well for the future. She thanked the SEDCO Board for their work throughout the year.

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 12:40 p.m.

MAYOR

ATTEST

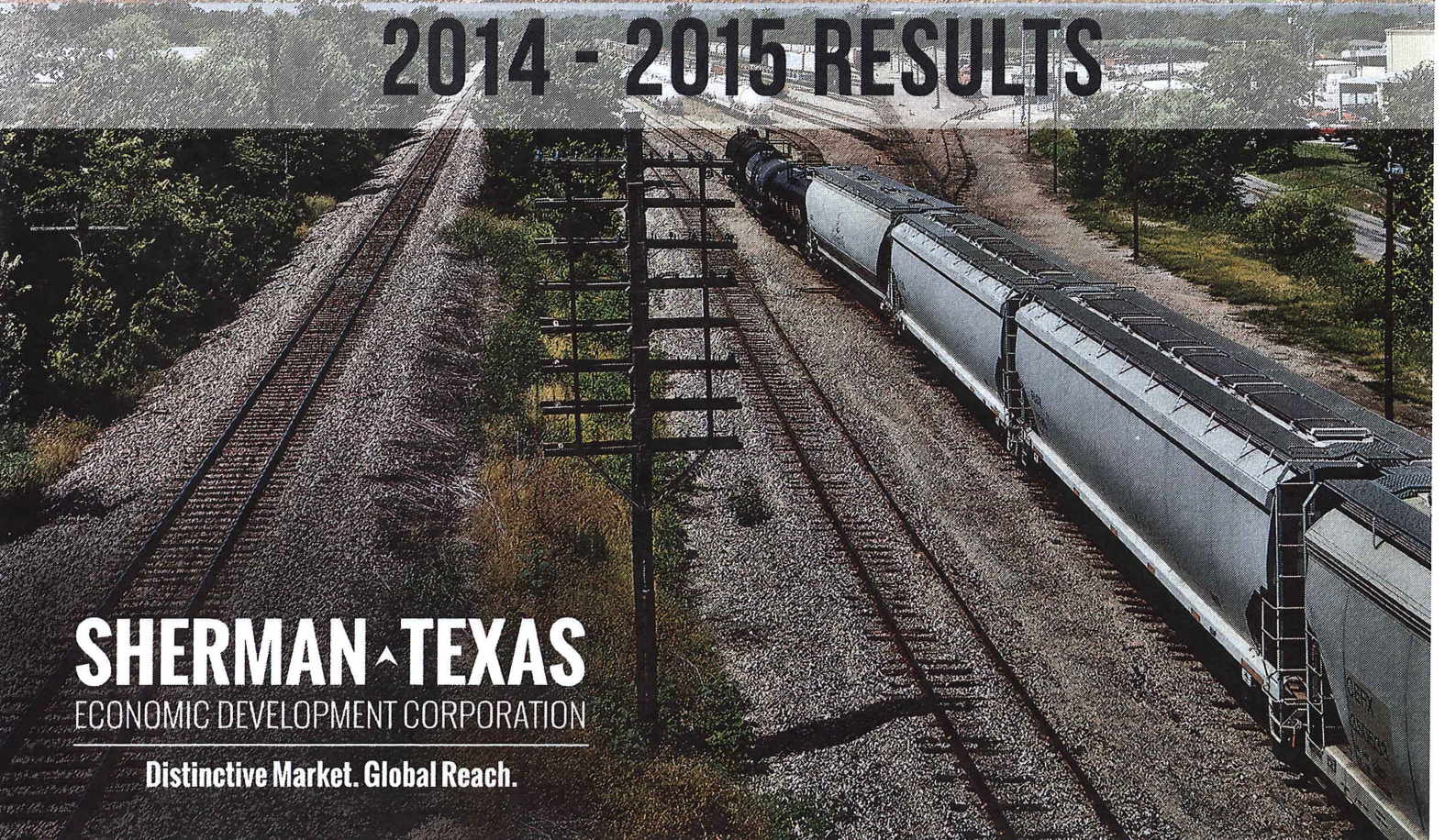
CITY CLERK

SHERMAN ECONOMIC DEVELOPMENT CORPORATION



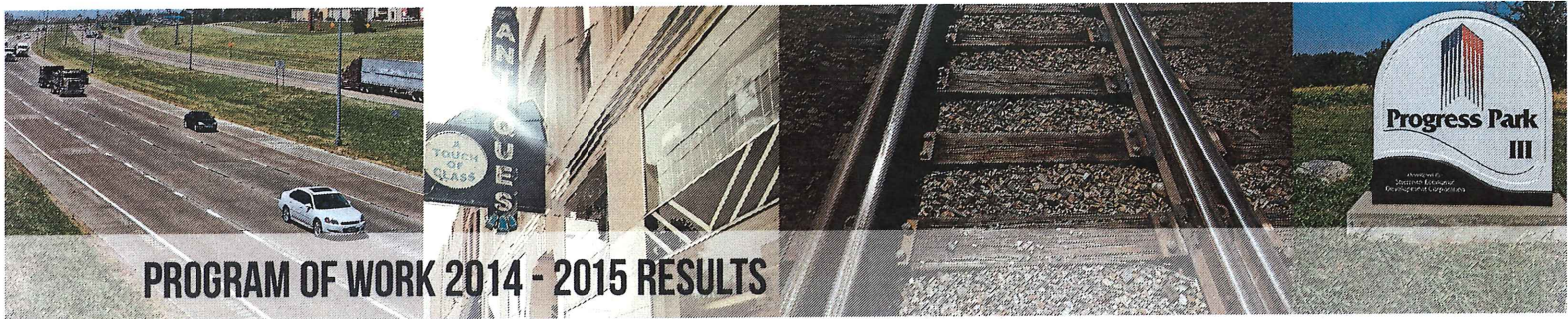
PROGRAM OF WORK

2014 - 2015 RESULTS



SHERMAN TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Distinctive Market. Global Reach.



PROGRAM OF WORK 2014 - 2015 RESULTS

BOARD OF DIRECTORS

Brooks Hull
CHAIRMAN

Willie Steele
VICE CHAIRMAN

David Key
SECRETARY

Greg Kirkpatrick

John Sild

EX OFFICIO MEMBERS

Cary Wacker
MAYOR OF SHERMAN

David Plyler
DEPUTY MAYOR

Jason Sofey
SHERMAN CITY COUNCIL

Robby Hefton
SHERMAN CITY MANAGER

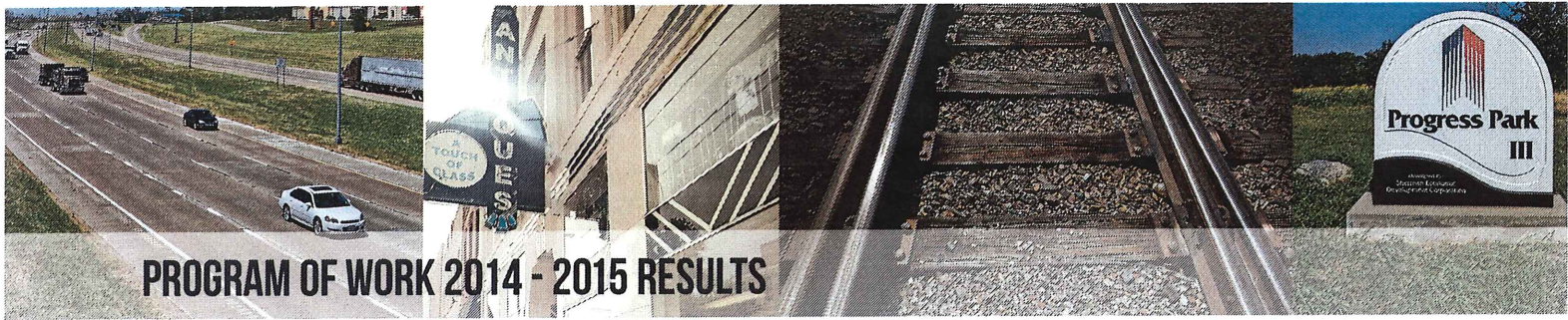
Dr. Al Hambrick
SHERMAN ISD SUPERINTENDENT

STAFF

Scott Connell
CEcD, PRESIDENT

Frank Gadek
CEcD, EXECUTIVE VICE PRESIDENT

Stacey Jones
ECONOMIC DEVELOPMENT COORDINATOR



PROGRAM OF WORK 2014 - 2015 RESULTS

SHERMAN ECONOMIC DEVELOPMENT CORPORATION

WORK PROGRAM

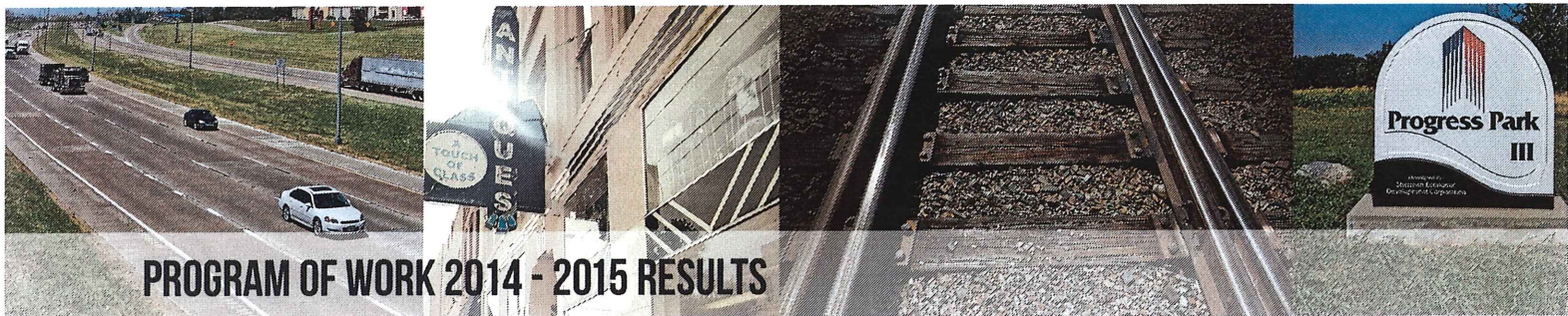
2014-2015

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



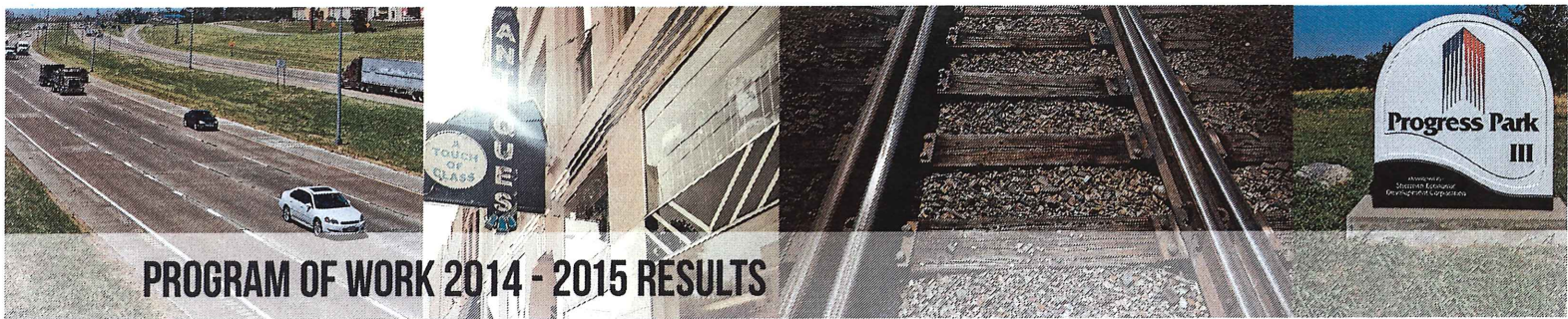
GOAL A

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.

RESULTS:

- Panda Sherman Power 2 \$200,000,000 to \$300,000,000 investment, 8 jobs, \$2,500,000 incentive
- Christmas Designers \$275,000 investment, 3 jobs, \$75,000 incentive
- Kaiser Aluminum (Unit 1) \$5,800,000 investment, 7 jobs, 145 retained jobs, \$232,000 incentive
- Kaiser Aluminum (Unit 2) \$25,459,000 investment, 10 jobs, \$1,108,240 incentive
- 903 Brewers \$389,000 investment, 5 jobs, \$22,000 incentive
- Presco \$821,000 investment, \$41,050 incentive
- Launched a new Business Retention and Expansion (BRE) Program
- Conducted 25 BRE visits
- Hosted 2 quarterly Plant Manager's Forums
- Hosted 1 quarterly Sherman Safety Leaders Forum
- An Economic Impact Analysis was prepared for each project to determine a return on investment (ROI) for the incentives approved in every Performance Agreement



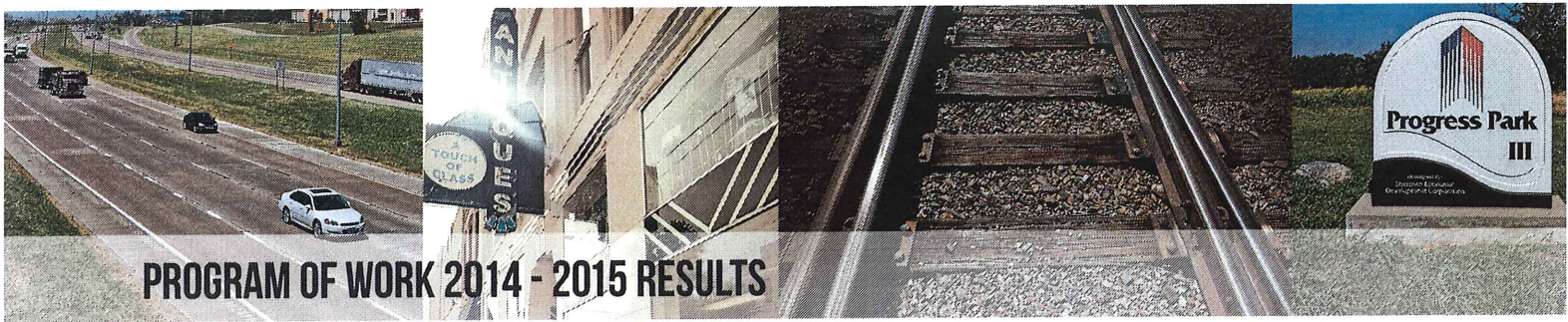
GOAL B

RECRUIT TARGETED NATIONAL AND INTERNATIONAL PRIMARY EMPLOYERS

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).

RESULTS:

- Renew Blue \$1,150,000 investment, 104 jobs, \$400,400 incentive
- Commissary Express \$450,000 investment, 10 jobs, \$31,000 incentive
- Metallenium Iron Works \$2,200,000 investment, 10 jobs, 20 retained jobs, \$85,000 incentive
- Frank Gadek is actively working with two viable projects to occupy the former MEMC building
- Continued to work with HCK2, to advance marketing efforts
- Scott Connell attended the Consultant Connect conference in Greenville, South Carolina
- Scott Connell attended the Industrial Asset Management Council Professional Forum in Palm Desert, California
- Scott Connell participated in the Texas One Research Roundtable



PROGRAM OF WORK 2014 - 2015 RESULTS

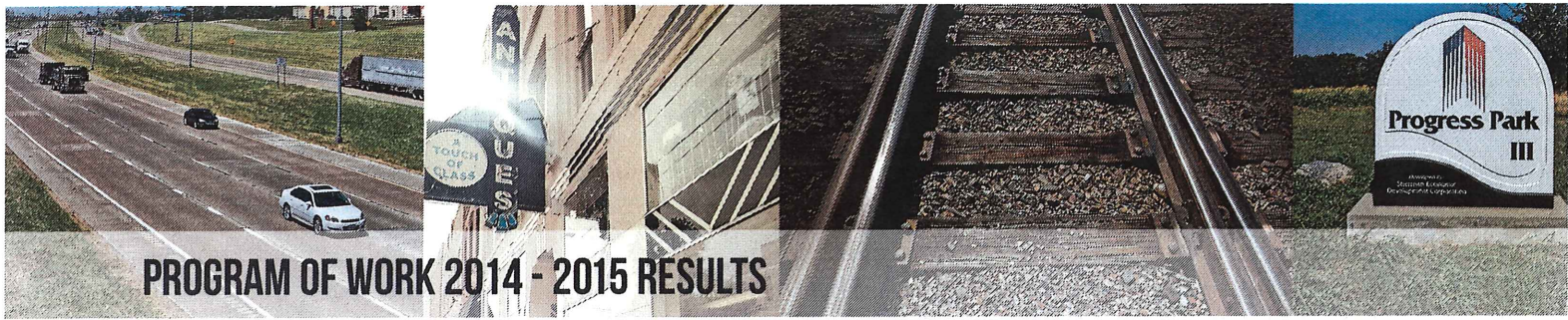
GOAL C

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 (\$15.00 average wage rate).

RESULTS:

- Scott Connell Vice Chair of DFW Marketing Team
- Scott Connell attended DFW Marketing Team trip to Atlanta, Georgia
- Hosted a booth at Expo for North Texas Commercial Area Realtors
- Conducted an advertising campaign with the Dallas Business Journal



PROGRAM OF WORK 2014 - 2015 RESULTS

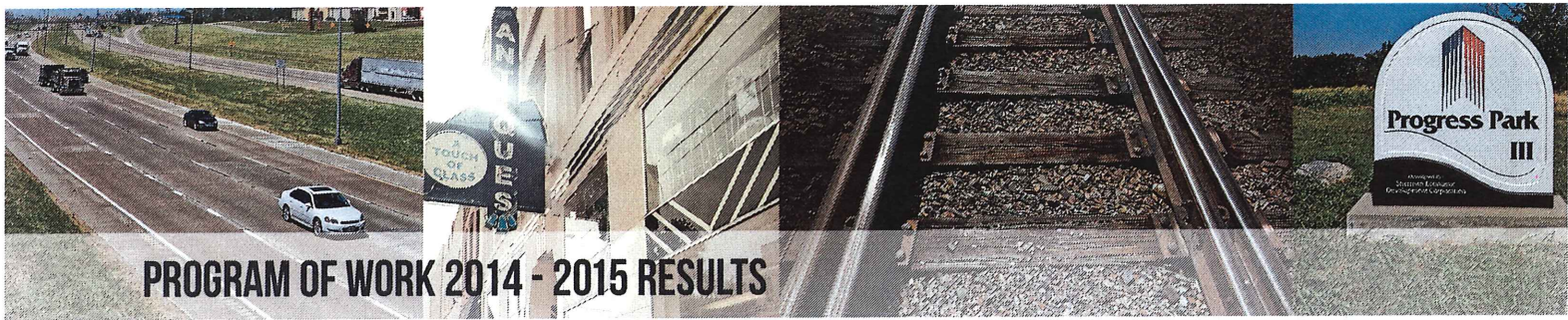
GOAL D

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.

RESULTS:

- Barrett Hospitality, LLC \$868,186 investment, 20 jobs, \$32,600 incentive



PROGRAM OF WORK 2014 - 2015 RESULTS

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.

RESULTS:

- Purchased 13.41-acre property at 220 E. FM 1417 for \$575,000 from Plano-based Garcha Corporation. The property will be combined with city-owned property to create a 22-acre parcel.
- Entered into master lease for spec building in Midway Industrial Park, 60,000 sq. ft.; master lease value, \$589,500. Midway Warehouse will reimburse SEDCO at a rate of \$2.20 sq. ft. as tenant lease(s) are negotiated and agreed upon until fully reimbursed.



PROGRAM OF WORK 2014 - 2015 RESULTS

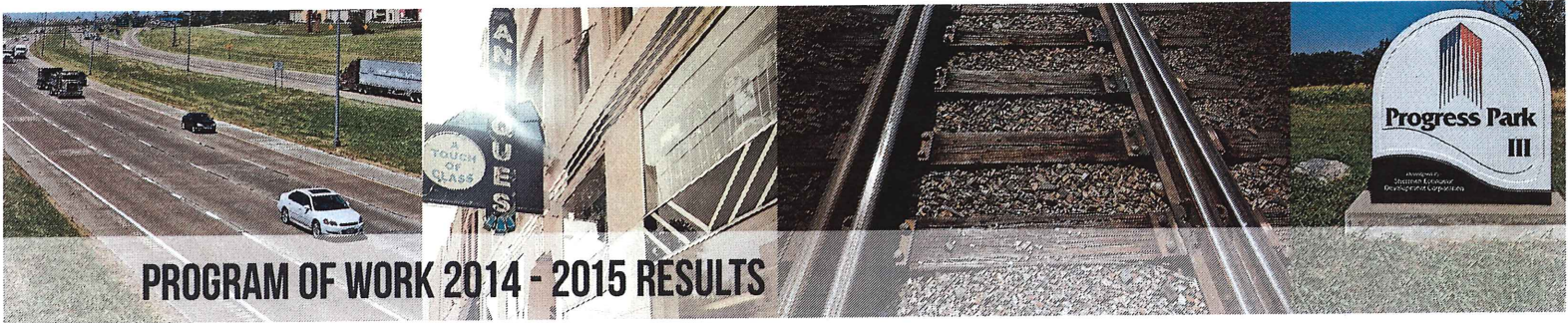
GOAL F

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.

RESULTS:

- Frank Gadek served on Steering Committee of Partners with the Texoma Craft Beverage Alliance to support and promote business growth in the production of beer, wine and spirits in the region
- Partnered with local agencies in Texoma Regional Innovation Consortium
- Scott Connell participated as a judge for the Austin College Idea Pitch Competition
- Paid third payment for City GIS mapping system
- Made finance payments for utility lines for US 75 and SH 289 areas
- Adopted a new Small Business Grant program



GOAL G

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

Improve and enhance positive awareness of Sherman and its assets.

RESULTS:

- Scott Connell served on the Board of the Texas Economic Development Council
- Hosted a Sherman Economic Development Summit at the Austin College Wright Center
- Frank Gadek serves on the Center for Workplace Learning (CWL) Advisory Board
- Actively marketed Sherman with site location consultants
- Hosted event to launch new SEDCO brand and website
- Frank Gadek serves on the Workforce Solutions Texoma Board of Directors
- Frank Gadek serves on the Workforce Solutions Texoma Executive Committee
- Planning Manufacturing Day with Denison for October 2015
- Actively involved with Business Education for Teachers for Texoma
- SEDCO contracted with a local architecture firm to review the Sherman Youth Center facility (structure, ADA, etc.) and developed plans for renovation for a business incubator or co-working space
- Partnered with Workforce Solutions Texoma and Denison Development Alliance to engage Dr. Derek Crews to conduct a Workforce Systems Analysis Project
- Hosting SEDCO Summit on September 30, 2015

SHERMAN ECONOMIC DEVELOPMENT CORPORATION



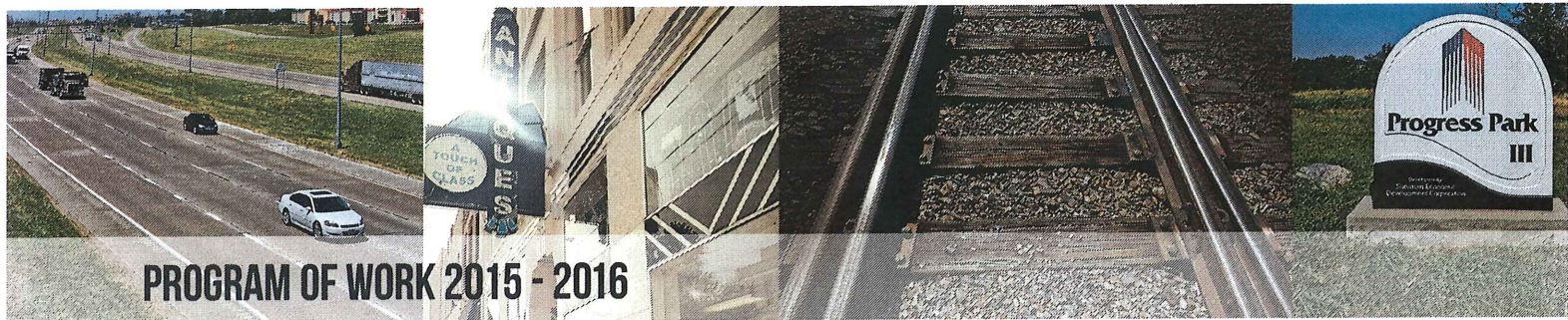
PROGRAM OF WORK

2015-2016



SHERMAN TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Distinctive Market. Global Reach.



PROGRAM OF WORK 2015 - 2016

BOARD OF DIRECTORS

Brooks Hull

CHAIRMAN

Willie Steele

VICE CHAIRMAN

David Key

SECRETARY

Greg Kirkpatrick

John Sild

EX OFFICIO MEMBERS

Cary Wacker

MAYOR OF SHERMAN

David Plyler

DEPUTY MAYOR

Jason Sofey

SHERMAN CITY COUNCIL

Robby Hefton

SHERMAN CITY MANAGER

Dr. Al Hambrick

SHERMAN ISD SUPERINTENDENT

STAFF

John J. Plotnik

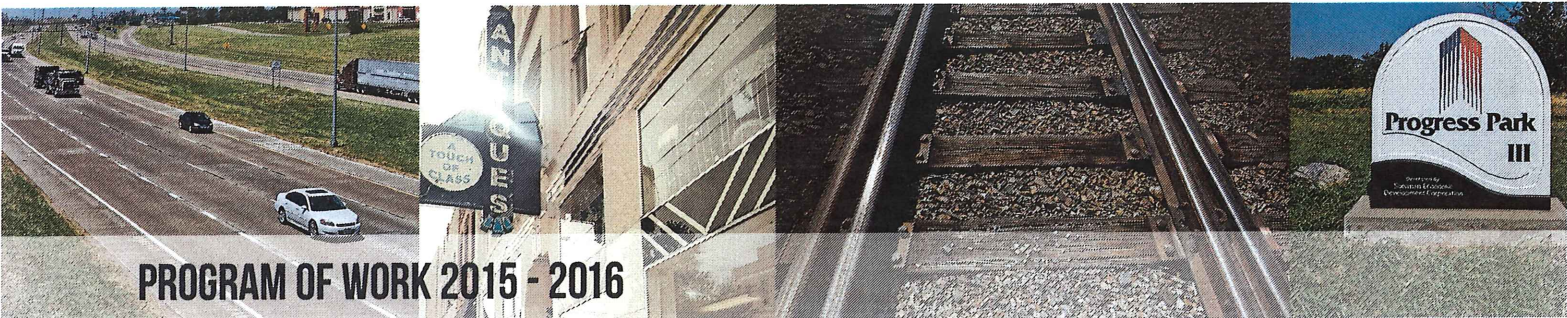
CECD, PRESIDENT

Frank Gadek

CECD, EXECUTIVE VICE PRESIDENT

Stacey Jones

ECONOMIC DEVELOPMENT COORDINATOR



PROGRAM OF WORK 2015 - 2016

SHERMAN ECONOMIC DEVELOPMENT CORPORATION

WORK PROGRAM

2015-2016

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 2015 - 2016

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 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.



PROGRAM OF WORK 2015 - 2016

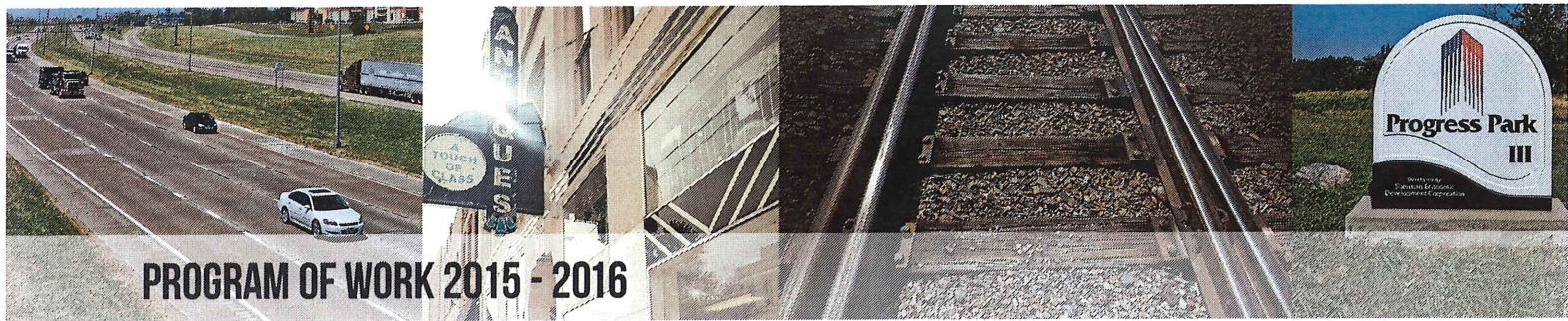
GOAL B

RECRUIT TARGETED NATIONAL AND INTERNATIONAL PRIMARY EMPLOYERS

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 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.



PROGRAM OF WORK 2015 - 2016

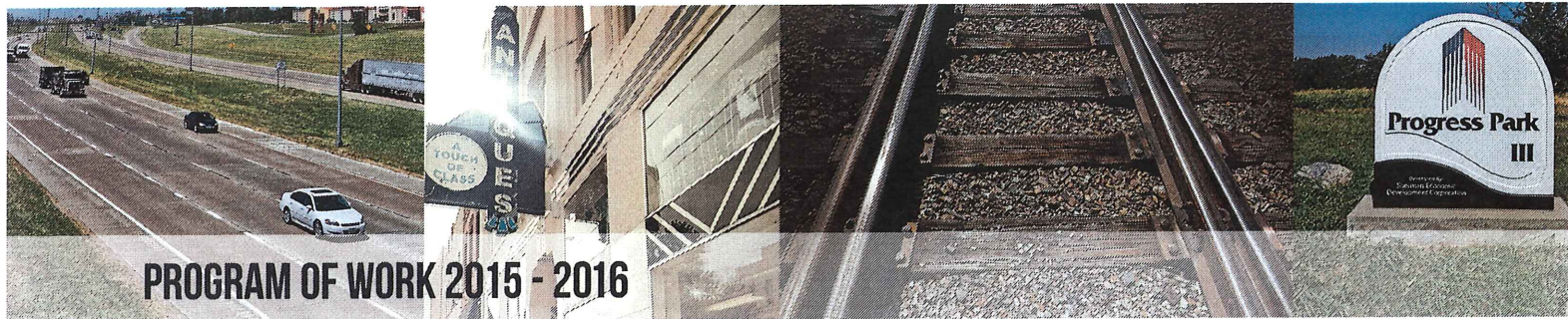
GOAL C

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.



PROGRAM OF WORK 2015 - 2016

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 2015 - 2016

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 2015 - 2016

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., 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.



GOAL G

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.
- 3 ➤ Present a quarterly report to Sherman City Council.
- 4 ➤ Actively pursue strong working relationships with the educational institutions and business on workforce training opportunities.
- 5 ➤ 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.
- 6 ➤ Consider partnerships with the City of Sherman that enhance awareness of the market and entice investment and job creation from industrial and commercial businesses.
- 7 ➤ Advance the process of facility review of the former Sherman Youth Center to use as a resource for business development.
- 8 ➤ Expand 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
Proposed Budget for FY 2015-2016 (Updated 7/30/15)

	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	Fiscal Year 2015-2016	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	\$ 6,665,057	1.79%
REVENUES									
Sales tax revenue	2,937,792	2,940,831	2,816,924	2,871,359	3,080,769	3,093,615	3,350,000	3,410,000	1.79%
Other revenue	28,700		734,400	85,333		378,450			
Interest	375,451	150,000	75,000	75,000	23,000	16,000	21,000	17,000	-19.05%
Total Revenue	\$ 3,341,943	\$ 3,090,831	\$ 3,626,324	\$ 3,031,692	\$ 3,103,769	\$ 3,488,065	\$ 3,371,000	\$ 3,427,000	1.66%
EXPENSES									
Administrative									
Salaries	237,800	242,556	242,556	254,292	248,868	259,440	259,440	309,780	19.40%
Taxes	18,950	19,750	19,750	20,850	18,982	20,556	20,556	23,698	15.29%
Retirement/Insurance	88,500	88,000	89,255	72,562	45,585	57,815	68,684	98,030	42.73%
Total Administrative Expenses	\$ 345,250	\$ 350,306	\$ 351,561	\$ 347,704	\$ 313,435	\$ 337,811	\$ 348,680	\$ 431,508	23.75%
Percent of Revenue	10.33%	11.33%	9.69%	11%	10%	9.68%	10.34%	12.59%	21.73%
Operations									
Training	2,500	2,500	2,500	3,200	3,200	3,200	6,000	6,000	0.00%
Dues/Fees	4,500	4,500	4,500	3,814	9,670	9,279	9,793	9,383	-4.19%
Auto	13,200	13,200	13,200	14,400	15,600	15,600	16,000	16,000	0.00%
Office Supplies	7,700	7,700	7,700	2,500	4,510	5,260	5,235	5,232	-0.06%
Rent	30,000	30,000	30,000	30,000	29,832	32,220	34,800	36,983	6.27%
Communications	11,500	11,500	12,000	10,316	10,280	9,780	9,610	10,160	5.72%
Commercial Insurance	8,000	7,000	7,000	8,012	8,500	8,690	9,510	8,734	-8.16%
Maintenance & Repairs	2,500	2,500	2,500	2,800	4,800	3,800	3,800	4,800	26.32%
Utilities					5,505	6,056	5,880	5,880	0.00%
Land Maintenance					21,600	21,088	21,100	21,873	3.66%
Computer Equipment					7,500	5,000	6,000	6,000	0.00%
Taxes									
Total Operating Expenses	\$ 79,900	\$ 78,900	\$ 79,400	\$ 75,042	\$ 120,997	\$ 119,973	\$ 127,728	\$ 131,045	2.60%
Percent of Revenue	2.39%	2.55%	2.19%	2.48%	3.90%	3.44%	3.79%	3.82%	0.92%
Programs									
Luncheons/Meetings	8,000	8,000	8,000	13,200	12,600	17,000	16,300	16,300	0.00%
Conferences	7,000	7,000	7,000	5,250	8,500	20,800	19,800	19,800	0.00%
Retention/Expansion	6,500	6,500	6,500	16,300	16,500	11,300	16,125	36,525	126.51%
Marketing/Attraction (8465,8466)	176,000	294,083	281,692	138,950	181,260	208,110	218,700	257,482	17.73%
Contract Services	65,000	65,000	65,000	150,300	81,380	65,550	65,995	68,799	4.25%
Total Program Expenses	\$ 262,500	\$ 380,583	\$ 368,192	\$ 324,000	\$ 300,240	\$ 322,760	\$ 336,920	\$ 398,906	18.40%
Percent of Revenue	7.85%	12.31%	10.15%	10.69%	9.67%	9.25%	9.99%	11.64%	16.46%
Total Expenses (Admin-Oper-Prog)	\$ 687,650	\$ 809,789	\$ 799,153	\$ 746,746	\$ 734,672	\$ 780,544	\$ 813,328	\$ 961,459	18.21%
Percent of Revenue	20.58%	26.20%	22.04%	24.63%	23.67%	22.38%	24.13%	28.06%	16.28%
Net Revenue/Loss	\$ 2,654,293	\$ 2,281,042	\$ 2,827,171	\$ 2,284,946	\$ 2,369,097	\$ 2,707,521	\$ 2,557,672	\$ 2,465,541	-3.60%
Incentive Payouts (scheduled)	4,229,457	981,133	3,775,028	6,866,695	1,596,000	3,074,900	3,586,930	1,701,120	-52.57%
Land & Infrastructure	240,000	200,000	1,500,000	75,000	550,000	550,000	850,000	867,900	2.11%
Capital Expenses (SYC)	10,000	10,000	100,000	500,000	700,000	700,000	100,000	616,000	516.00%
Debt Service (P&I)	281,544	281,544	281,544	453,447	449,688	550,725	546,468	289,348	-47.05%
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	\$ 3,474,368	-31.65%
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	\$ 4,435,827	-24.77%
Net Income (loss)	\$ (2,106,708)	\$ 808,365	\$ (2,829,401)	\$ (5,610,196)	\$ (926,591)	\$ (2,168,104)	\$ (2,525,726)	\$ (1,008,827)	
Ending Fund Balance	\$ 7,261,557	\$ 10,439,357	\$ 7,822,499	\$ 2,730,804	\$ 7,796,779	\$ 7,012,473	\$ 6,665,057	\$ 5,656,230	

STATE OF TEXAS §
COUNTY OF GRAYSON §

September 21, 2015

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 21, 2015.

MEMBERS PRESENT: MAYOR CARY WACKER; DEPUTY MAYOR DAVID PLYLER. COUNCIL MEMBERS DAVIS, JOHNSON, SOFEY, STEELE, WATT.

MEMBERS ABSENT: NONE.

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 Terrence Steele.

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council Meeting of September 8, 2015. Council Member Johnson moved to approve the Minutes as presented; Second by Deputy Mayor Plyler. All present voted AYE. MOTION CARRIED.

PROCLAMATION

“MANUFACTURING DAY” – OCTOBER 2, 2015

Mayor Wacker presented a proclamation designating October 2, 2015 as “Manufacturing Day” to Dusty Payne, Chairman of “Manufacturing Day” and Human Resources Manager, Emerson Process Management Fisher Controls International. She thanked Council Member Steele and the Sherman Economic Development Corporation for bringing the proclamation to the Council.

Mr. Payne said this is the first annual “Manufacturing Day” in Sherman and will show the next generation of employees the manufacturing jobs in the area.

Council Member Steele said Sherman has joined the national movement and will help introduce students to the local career opportunities at the industries. The industries will host students from 10:00 a.m. until 1:00 p.m. on that day and he challenged the City Council to also visit at least one industry during the event.

Mayor Wacker said Sherman and Grayson County are very blessed to have the diverse industry base that we have.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES
Mayor Wacker introduced Ordinance 5901 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5204, AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN.

TEXAS, COMBINATION TAX AND TAX INCREMENT REVENUE CERTIFICATES OF OBLIGATION, SERIES 2004 (REINVESTMENT ZONE NUMBER ONE)", AT SECTION 18, ENTITLED "SPECIAL COVENANTS", PARAGRAPH (A); PROVIDING AN EFFECTIVE DATE.

(REINVESTMENT
ZONE NO. 1)

Mary Lawrence, Director of Finance, explained that Ordinance 5901 and Ordinance 5902 are related, and change the amount of revenue that goes into the Tax Increment Financing Zone #1, which is for Sherman Town Center. The ordinance changes the amount of revenue going into the fund from 100% to 55%.

When the zone was designated in 2004, 100% of the TIF revenues were pledged to cover the debt service. Since then, the zone has generated enough revenue that the City doesn't need that much revenue.

The ordinance modifies the security to legally reduce the amount of the pledge to 55%. The remainder of the revenue will go into the General Fund.

No citizens appeared before the City Council to discuss Ordinance 5901.

Mayor Wacker introduced Ordinance 5902 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE AMENDED FINANCING PLAN FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE (TIF #1); PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5902
TAX INCREMENT
FINANCING ZONE
NO. 1

This ordinance changes the financing plan that is required by the State.

No citizens appeared before the City Council to discuss Ordinance 5902.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5901

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5204, AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND TAX INCREMENT REVENUE CERTIFICATES OF OBLIGATION, SERIES 2004 (REINVESTMENT ZONE NUMBER ONE)", AT SECTION 18, ENTITLED "SPECIAL COVENANTS", PARAGRAPH (A); PROVIDING AN EFFECTIVE DATE.

ORD 5901
TAX INCREMENT
REVENUE
CERTIFICATES OF
OBLIGATION
(REINVESTMENT
ZONE NO. 1)

Ordinance 5902

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE AMENDED FINANCING PLAN FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE (TIF #1); PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5902
TAX INCREMENT
FINANCING ZONE
NO. 1

ACTION TAKEN.

Motion by Council Member Sofey to approve Ordinance Nos. 5901 and 5902, as presented. Second by Council Member Watt.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

Mayor Wacker said that the revenue going into the General Fund from the TIF #1 will be used for infrastructure.

Ordinance 5891

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 2015; 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 5891
AD VALOREM TAXES

Mayor Wacker explained that the City is not changing the tax rate. It will remain at \$0.372 per \$100 valuation. This will generate about \$9.4 million of the City's \$68.5 million budget. Because there is more revenue coming in due to new construction in the City, when the tax rate is adopted, the specific State language will need to be used.

She emphasized that the tax rate is the same as last year, but the effective tax rate is the difference between the new valuation and the old.

ACTION TAKEN.

Motion by Deputy Mayor Plyler to approve Ordinance No. 5891, and that the property tax rate be increased by the adoption of a tax rate of \$0.372 per \$100 of valuation which is effectively a 1.9% increase in the tax rate. Second by Council Member Steele.

VOTING AYE: Wacker, Davis, Johnson, Plyler, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6017 – AUTHORIZING EXECUTION OF A CONTRACT WITH THE SHERMAN CHAMBER OF COMMERCE FOR THE PROMOTION OF TOURISM IN SHERMAN AND ITS SURROUNDING AREA

RES 6017
TOURISM CONTRACT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH THE SHERMAN CHAMBER OF COMMERCE FOR THE PROMOTION OF TOURISM IN SHERMAN AND ITS SURROUNDING AREA.

Steve Ayers, Director of Community and Support Services, explained that the City of Sherman was in the process of applying for recertification as a Texas Main Street City. The staff recommended that the City enter a 90 day contract rather than the normal one year contract for tourism services.

The results of the application should be known by the end of October. The staff will re-evaluate the situation after the results of the application are known.

Mayor Wacker said the City appreciates the partnership they have had with the Chamber for tourism. If the Main Street application is approved the tourism program may expand or “look different.”

Council Member Steele said money had been moved for the Main Street program, but he asked what would be done with the funds if the City was not selected. Robby Hefton, City Manager, said the funds would be available to spend. When a budget is approved, the Council is really approving total appropriations for the fund and money can be moved as needed within the Hotel/Motel Tax Fund.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 6017, as presented. Second by Council Member Johnson.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6018 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

RES 6018
FIRE PROTECTION
FOR GRAYSON
COUNTY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016.

COUNCIL MINUTES – SEPTEMBER 21, 2015

Danny Jones, Fire Chief, explained that the agreement is a yearly agreement with Grayson County that the City of Sherman will provide fire protection for unincorporated portions of the County.

This year Grayson County has approved a 2.5% increase over the past agreement. Mayor Wacker said the fire services contract was for just over \$106,000 and the ambulance service contract, which is Resolution No. 6019, is for about \$110,000.

Chief Jones said the agreement for ambulance service is also the annual agreement for EMS service for unincorporated portions of the County.

ACTION TAKEN.

Motion by Council Member Watt to approve Resolution No. 6018, as presented. Second by Council Member Davis.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6019 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016.

RES 6019
AMBULANCE SERVICE
FOR GRAYSON
COUNTY

ACTION TAKEN.

Motion by Council Member Johnson to approve Resolution No. 6019, as presented. Second by Council Member Steele.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6020 – AUTHORIZING EXECUTION OF A CONTRACT WITH GRAYSON COUNTY, TEXAS, FOR USE OF THE CITY OF SHERMAN ANIMAL SHELTER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH GRAYSON COUNTY, TEXAS, FOR USE OF THE CITY OF SHERMAN ANIMAL SHELTER.

CONSENT AGENDA.

RES 6020
ANIMAL SHELTER
SERVICES FOR
GRAYSON COUNTY

RESOLUTION NO. 6021 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH H2O INNOVATION FOR THE MEMBRANE FILTRATION SYSTEM FOR THE CITY OF SHERMAN WATER TREATMENT PLANT PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

RES 6021
WATER TREATMENT
PLANT MEMBRANE
FILTRATION PROJECT

SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH H2O INNOVATION FOR THE MEMBRANE FILTRATION SYSTEM FOR THE CITY OF SHERMAN WATER TREATMENT PLANT PROJECT.

CONSENT AGENDA.

OTHER BUSINESS

CONSIDER REQUEST OF THE RESET GROUP TO TEMPORARILY CLOSE TRAVIS STREET FOR "TRICK-OR-TREAT ON TRAVIS STREET" ON THURSDAY, OCTOBER 29, 2015

**CLOSE STREETS
"TRICK-OR-TREAT
ON TRAVIS"**

Sean Vanderveer, 806 North Woods, President of The RESET Group, represented a request to temporarily close a portion of Travis Street for "Trick-or-Treat on Travis Street" on October 29, 2015. They would like to close Travis Street, between Houston and Wall Streets.

They are holding a "family friendly" event and multiple organizations and businesses plan to hand out candy to children during the event. Mr. Vanderveer said they are hoping to draw people to the downtown area.

Mayor Wacker said she has had discussion with the staff about another closure of Travis Street, saying they don't want to close the street often because it is a main route for emergency vehicles. Mr. Vanderveer said this request allows emergency vehicles to use Houston and Lamar Streets.

Mr. Hefton said the staff does have safety concerns about closing the street. He said there may be other venues in which the event could be held that would not require closing Travis Street. He said if the goal is to have the event downtown and set up booths, they might consider the large parking lot at Houston and Crockett Streets. It could also be held on Wall Street, even closing two blocks if needed.

Mr. Vanderveer said they did consider Wall Street, but for marketing purposes they preferred to use Travis Street. He said the City has already allowed Downtown Sherman Preservation and Revitalization to close Travis Street. The RESET Group is trying to redevelop the downtown area.

Council Member Sofey asked how many requests the City received each year to close Travis Street. Mr. Hefton said the requests are growing and the staff is concerned about this request, but more so about the number of requests to close Travis Street.

Council Member Sofey said other than traffic flow and public safety, how much does it cost the City to close the street. Mr. Hefton said a study was completed within the last year and the City spends about \$18,000 to \$20,000 per year on all the street closures.

COUNCIL MINUTES – SEPTEMBER 21, 2015

He said there is some issue about the City using staff and resources to set up barricades, but the main concern is the transportation route for the emergency services.

Council Member Watt said there has been a lot of effort regenerating interest in the downtown area and he asked if this might be a “growing pain” of that move.

Mr. Hefton said he is in favor of doing things downtown but asked if there are other viable alternatives without taking the event out of the downtown area.

Mr. Vanderveer asked if a precedent had been set or were the other organizations also encouraged to move to other locations. Mayor Wacker said that has not been discussed but the staff has recognized that there have been an increasing number of requests for the street closures. She said the requests must be balanced with the heavy traffic through downtown due to the highways.

She said as the downtown continues to be successful, there must be a balance between a busy working downtown, the emergency services, and state highway safety issues.

Council Member Sofey said there is a lot of City and State money invested downtown, as well as individuals that have invested, and he didn’t want to set a precedent of which the City can’t back off, however he felt it was critical to help promote the area. Mr. Hefton said the staff will make the situation work, but he asked if there were other opportunities, that might be considered too.

Deputy Mayor Plyler urged the staff to have the other fire stations ready to go to help cover the community.

Mayor Wacker said if Sherman becomes a Main Street City, there will be even more of this type of requests. She said the Council should consider some type of policy on the closures. Anything that helps bring traffic downtown, is great.

ACTION TAKEN.

Motion by Council Member Watt to approve a request of the RESET Group to temporarily close Travis Street for “Trick-or-Treat on Travis Street” on October 29, 2015, as presented. Second by Council Member Sofey.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER REQUEST OF THE SHERMAN CHAMBER OF COMMERCE TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE ANNUAL SHERMAN CHRISTMAS PARADE AND SNOWFLAKE FESTIVAL ON SATURDAY, DECEMBER 5, 2015 WITH A RAIN/MAKEUP DATE OF SATURDAY, DECEMBER 12, 2015

CLOSE STREETS
CHRISTMAS PARADE
& SNOWFLAKE
FESTIVAL

COUNCIL MINUTES – SEPTEMBER 21, 2015

The City Council approved the request of the Sherman Chamber of Commerce to temporarily close certain streets for the Annual Sherman Christmas Parade and Snowflake Festival on December 5, 2015, with a rain/make-up date of December 12, 2015.

Parade participants would begin lining up at 3:00 p.m. and the parade would begin at 6:00 p.m. The Snowflake Festival would begin at 12:00 noon on the same day. To accommodate the vendors, Master of Ceremonies, and Judge's Stage, the Chamber has requested that parking spaces on the north side of Lamar from Crockett to Travis, on the south side of Houston from Crockett to Travis, and on the west and east sides of Travis from Houston to Lamar be blocked off.

The event will require traffic control assistance, barricades, and traffic cones.

CONSENT AGENDA.

RECEIVE DIRECTOR OF ADMINISTRATION AND FINANCE
DON KEENE'S PRESENTATION ON UTILITY SERVICE FEE
INCREASES

UTILITY SERVICE
FEE INCREASE

Don Keene, Director of Administration and Finance, presented an update on the proposed utility service fee increases.

He said the City of Sherman's tax rate is one of the lowest in Texas and one way it is kept low is looking for opportunities for better ways to fund things. At the next City Council Meeting the staff will propose to revise an ordinance to increase service fees for water and sewer taps.

This fee helps cover the cost of the City staff providing for the connection of a private service line into a City water or sewer main. The last time these fees were increased was in 2005. He said the goal is that this service be paid for by the requestor. The cost can either be free to the user and paid for by everyone through the property tax rate, or paid for by the user.

Mr. Keene said there were approximately 185 water and sewer taps last year. The revenue generated by those taps was about \$47,000. With the proposed increase, the revenue generated would have been an additional \$32,000 for the year.

He showed a comparison of the City's fees with other peer cities and Sherman's current fees are the lowest charged. Even with the proposed fee increases, Sherman's rates would still be the lowest among the rates presented. Some city's requirements are different and can't exactly be compared.

Sherman requires that the digging be done by the contractor, and the City will complete the actual tap. The

contractor then completes the job. Some cities also do the digging.

He reiterated that even after the proposed increases, Sherman's fees would still be well below what most cities the size of Sherman are charging for these services.

Mr. Keene said sewer tap fees would basically double, but would still be well below the average peer cities.

He said this is an opportunity to fund these resources that are provided by the City. The proposal will be presented to the City Council at the October 5, 2015 City Council Meeting for consideration.

The proposal will also include a few other minor fee changes such as a meter testing fee, a repair fee for a broken meter box, and a small return fee for the containers used to mail in water samples for testing.

Council Member Steele asked what type of facility would have a six-inch sewer tap. Mark Gibson, Utility Director, said a six-inch sewer tap would be a heavy user, such as industry.

Council Member Davis confirmed that the proposed fees are enough to actually cover the cost of the City providing that service. Mr. Keene said the cost would be from the labor, materials, and equipment that are involved. He said the staff felt that, at today's cost, these fees will allow the City to cover the cost of the service.

CITIZENS REQUESTS
LAMBERTH ROAD DAM

**LAMBERTH ROAD
DAM**

Gary Simpson, 2510 Turtle Creek, appeared to discuss the lake on Lamberth Road. He said on May 29, 2015, the City's Engineering Department pumped water out of the lake on Lamberth Road.

He said the lake is only six or eight feet deep and he warned them to stop pumping or they would pump it dry and have a "fish kill." He felt they over-reacted to the situation and damaged the dam. Mr. Simpson said it would now require a \$40,000 repair job.

Mayor Wacker said the City Council is aware of what happened during the flooding, but is unable to address the situation at the current meeting because it is not listed on the agenda.

She said the City staff has been working with the property owners and she directed the staff to continue to have discussions with the neighbors around the lake.

Mr. Simpson said he was aware of the meetings but was not invited to attend. One contractor had said the repair would

COUNCIL MINUTES – SEPTEMBER 21, 2015

be \$19,000 and now said it would be \$40,000. He wanted to know what caused the increase.

Mr. Hefton said the staff held a meeting last week with several of the representatives from the neighborhood. The representatives were Tommy Shea, Mack Snider, and Rebel Blackwell. He said the meeting went well and the representatives were satisfied with the discussion.

The outcome of the discussion and possible solutions to get the dam replaced will be discussed with all the neighbors. Mr. Hefton confirmed that Mr. Simpson had not had discussions with them about the details. Mr. Simpson felt it was inappropriate to have meetings with the representatives and not all the property owners. He felt there was a lot of damage done to the dam, that was not necessary.

Mr. Hefton said he would ask Mr. Keene and Clay Barnett, Director of Public Works and Engineering, to meet with Mr. Simpson after the meeting and discuss the issue in more detail.

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

TEXOMA AREA PARATRANSIT SYSTEM (TAPS) BOARD OF DIRECTORS (1)

Mayor Wacker said she will continue serving on the Texoma Area Paratransit System Board of Directors until her term expires in November 2015. She is familiar with the situation that is currently going on with TAPS and would continue serving if the other Council Members do not object.

TAPS BOARD OF DIRECTORS

Brandon Shelby, City Attorney, said since the Mayor would continue serving until her replacement is appointed and if no replacement is appointed, she would continue to serve.

COUNCIL COMMENTS

POSITIVE THINGS GOING ON IN SHERMAN

Council Member Steele acknowledged the positive things going on in Sherman and said he was glad citizens are happy about that. He thanked the staff for all they do to make Sherman a great City.

POSITIVE THINGS GOING ON IN SHERMAN

COMPLETION OF TRAVIS STREET REPAIR

Council Member Watt recognized that Travis Street had been reopened from flood damage earlier this Spring.

TRAVIS STREET REPAIR

Mr. Hefton said the repair of Travis Street was done in-house and saved the taxpayers about 45% to 50% over the bid received by the City.

SUBSTANDARD STRUCTURE PROGRAM

Council Member Watt asked Mr. Hefton to prepare some type of report about the plan for substandard structures after the start of the new budget year. He wanted to know what impact the new program might be having a year from now.

**SUBSTANDARD
STRUCTURE
PROGRAM**

WATER AND SEWER TAP FEES

Council Member Sofey said, as a builder it is sometimes hard to watch the water and sewer tap fees and the permit fees increase, but Sherman has been able to do a lot of things while keeping the fees low. He said it is time to move closer to what our peer cities charge, but still be low.

**WATER & SEWER
TAP FEES**

AUTUMN AND ARTS FEST

Deputy Mayor Plyler thanked everyone for putting together the Autumn and Arts Fest. He said it was a great event and the rain didn't dampen anyone's spirits.

**AUTUMN &
ARTS FEST**

He also thanked the staff for getting the Lucy Kidd-Key Park sign installed in time for the dedication.

AUTUMN AND ARTS FEST

Council Member Johnson agreed that Autumn and Arts Fest was great and thanked the staff for their hard work. He said great things are in store for Sherman and we are setting a good foundation and ground work for growth.

**AUTUMN &
ARTS FEST**

TRAVIS STREET REPAIR

Council Member Johnson said it is great that Travis Street has been repaired and is open again.

**TRAVIS STREET
REPAIR**

TRAVIS STREET REPAIR

Council Member Davis said he is happy to see Travis Street open and is happy the City could save money by doing the repair in-house.

**TRAVIS STREET
REPAIR**

WATER AND SEWER TAP FEES

Council Member Davis said it's great to save the citizens money, but the fees, such as the water and sewer tap fees, should cover the cost of the service and not pass the cost to the other citizens that are not benefiting from the taps.

**WATER & SEWER
TAP FEES**

AUTUMN AND ARTS FEST

Mayor Wacker said it was a tremendous weekend in Sherman and a lot of people worked hard on the Autumn and Arts Fest. She recognized Eddie Brown, Chamber of Commerce President, and the many volunteers that participated.

**AUTUMN &
ARTS FEST**

CONDOLENCES TO LAUREN ROTH

Mayor Wacker offered condolences to Lauren Roth, Tourism Director, on the loss of her grandmother.

**CONDOLENCES TO
LAUREN ROTH**

OUR TOWN GRANT APPLICATION

Mayor Wacker said the City has submitted step 1 of the Our Town Grant application. The project is being shaped around the Community Visioning process that has been going on over the past month.

OUR TOWN GRANT APPLICATION

ANNOUNCEMENTS

Mayor Wacker announced the following:

- The Sherman High School Booster Club will host a Community Pep Rally on September 24, 2015, at 5:30 p.m. at the Oliver Dewey Mayer Outdoor Theater and Lucy Kidd-Key Park. Money collected is used to enhance SHS classrooms and for educational activities.
- The Sherman Police Department will be hosting the Drug Take Back Day on September 26, 2015, from 10:00 a.m. to 2:00 p.m. Locations will be at the Police Department and at Sherman Town Center.

ANNOUNCEMENTS

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

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

EXECUTIVE SESSION

SECTION 551.071

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

SECTION 551.074

PERSONNEL MATTERS:
CONSIDER THE QUALIFICATIONS, APPOINTMENT AND REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS:
PLANNING AND ZONING COMMISSION (2)

SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS (3)

DELIBERATE THE EVALUATION OF A PUBLIC OFFICER OR EMPLOYEE:
ANNUAL PERFORMANCE EVALUATION OF THE CITY MANAGER

COUNCIL MINUTES – SEPTEMBER 21, 2015

SECTION 551.087

DELIBERATION REGARDING
ECONOMIC DEVELOPMENT
NEGOTIATIONS:
DELIBERATE REGARDING
COMMERCIAL OR FINANCIAL
INFORMATION THAT THE CITY
HAS RECEIVED FROM A
BUSINESS PROSPECT AND
DELIBERATE ANY OFFERS OR
INCENTIVES TO THE BUSINESS
PROSPECT

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:51 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:22 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

PLANNING AND ZONING COMMISSION (2)

ACTION TAKEN.

Motion by Deputy Mayor Plyler to appoint Clay Mahone and Jeff Adams to the Planning and Zoning Commission, for a term from September 22, 2015 to September 22, 2018. Second by Council Member Davis.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

PLANNING &
ZONING COMMISSION

ANNUAL PERFORMANCE EVALUATION OF THE CITY
MANAGER

Mayor Wacker said Council Members are extraordinarily pleased and proud of City Manager Robby Hefton, and could think of no one better to be running the City right now. She congratulated him and said they look forward to another great year under his leadership.

CITY MANAGER
EVALUATION

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:23 p.m.

ADJOURNMENT

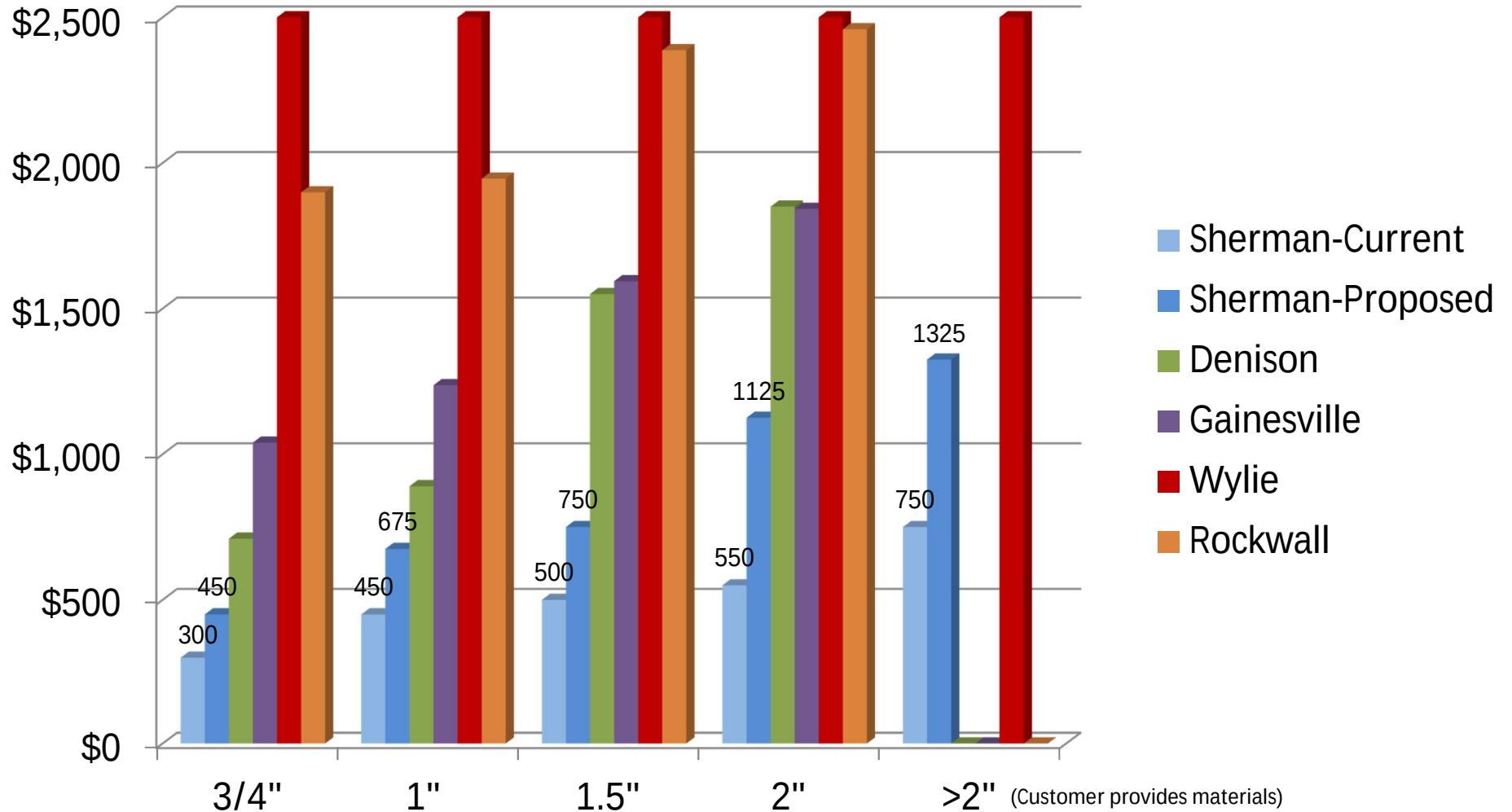
MAYOR

CITY CLERK

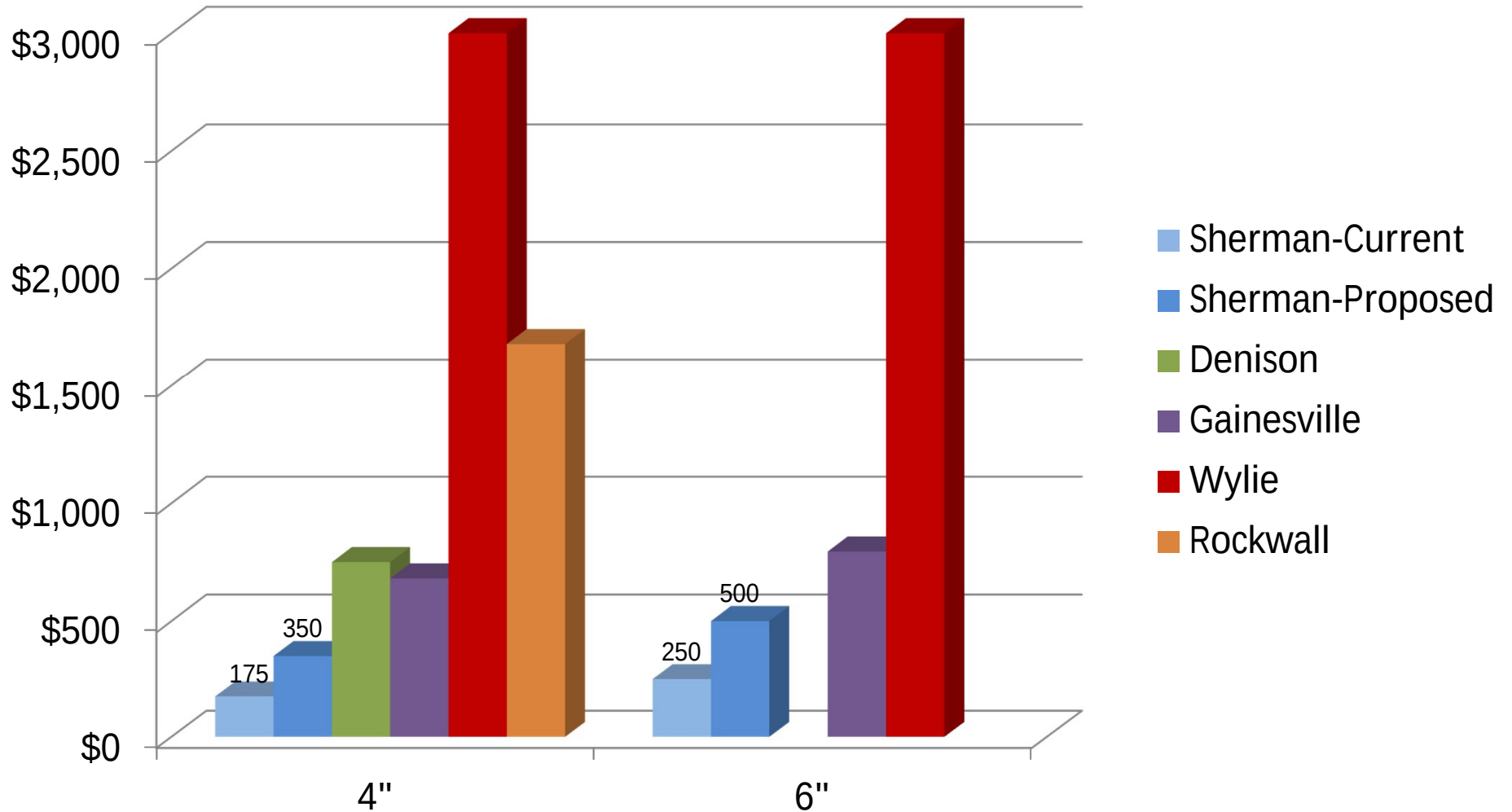
Water & Sewer Connection Fees

- Service fees that cover the cost associated with City staff providing for the connection of a private service line into a City water or sewer main
- Prior increase in 2005
- Paid by the requester/user
- Average connections per year: 185
- Annual revenue: Increase from \$47K to \$79K

City Water Connection Fee Comparison



City Sewer Connection Fee Comparison





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 10/05/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

SPECIAL PRESENTATION

Recognizing Outgoing Sherman Economic Development Corporation Board Chairman Brooks Hull

Issue:

Recognizing the contributions made by outgoing SEDCO Board Chairman Brooks Hull

Background:

The term of SEDCO Board Chairman Brooks Hull has expired. The Mayor will take this opportunity to recognize his service on the SEDCO Board and his contributions to the City and its citizens.

Origination:

Mayor Cary Wacker



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 10/05/2015

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Lions White Cane Day" – October 10, 2015

Issue:

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

Background:

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

Origination:

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

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

The staff recommendation is to present a proclamation designating October 10, 2015 as "Lions White Cane Day" in Sherman.

Alternatives:

The City Council could choose not to present the proclamation.

Attachments

"Lions White Cane Day" Proclamation

Proclamation

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

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

WHEREAS, through their work, they have saved the sight of more than 15 million children by providing eye screenings, glasses, and other treatments through Sight for Kids, and

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

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

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

NOW THEREFORE, I, Cary Wacker, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 10, 2015

LIONS WHITE CANE DAY

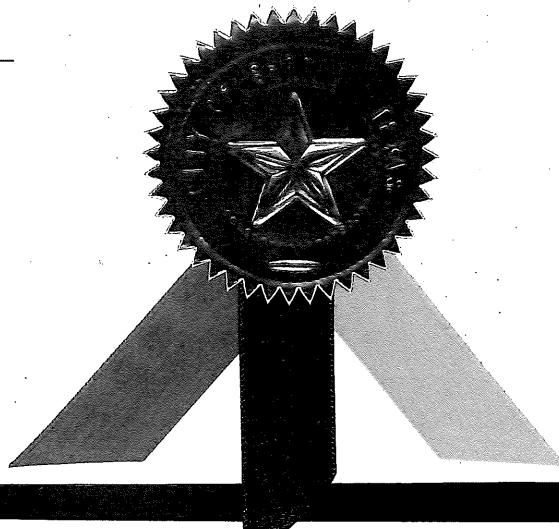
in the City of Sherman and invite all citizens to join me in sharing the Lions concern for the best sight possible for our neighbors in need, by giving generously to Lions White Cane Day. Every penny will give "The Gift of Sight."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 5th day of October, 2015.

Mayor

ATTEST:

Sinda Ashley
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 10/05/2015

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5903

Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", at Article 13.09, entitled "Service Fees", at Section 13.09.001 to Revise Miscellaneous Utility Fees; at Section 13.09.002 to Revise Laboratory Fees; and at Section 13.09.003 to Revise Water and Sewer Tap Fees

Issue:

Amending the Code of Ordinances to authorize certain miscellaneous utility and laboratory fees and increase water and sewer tap fees

Background:

Water and sewer tap fees have not been adjusted since 2007; and these fees are significantly below comparable fees in other cities. This ordinance increases fees so the City recovers the costs for these services. In addition, three new fees are proposed to cover the costs of requested meter testing, repairs to damaged meters and meter boxes, and postage for cooler returns. A presentation on these proposed fees was made at the September 21st Council meeting. This proposed ordinance reflects the fee amounts presented at that time. The new rates will take effect October 1, 2015.

Origination:

Finance Department

Financial Consideration:

These rate changes are expected to generate about \$52,000.00 annually.

Staff Recommendation:

The staff recommends that the Council approve the proposed utility and laboratory service fees and water and sewer tap fee changes in Chapter 13 of the Code of Ordinances.

Alternatives:

While not recommended, the Council could choose to leave the utility and laboratory service fees and water and sewer tap fees unchanged by not adopting the proposed ordinance.

Attachments

Ordinance No. 5903

Tap Fee Comparison

ORDINANCE NO. 5903

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", AT ARTICLE 13.09, ENTITLED "SERVICE FEES", AT SECTION 13.09.001 TO REVISE MISCELLANEOUS UTILITY FEES; AT SECTION 13.09.002 TO REVISE LABORATORY FEES; AND AT SECTION 13.09.003 TO REVISE WATER AND SEWER TAP FEES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 13, Article 13.09, Section 13.09.001 of the Code of Ordinances of the City of Sherman, Texas is hereby amended so that such section shall read as follows:

Sec. 13.09.001 Miscellaneous Utility Fees

- (a) That the following fee schedule is hereby adopted for miscellaneous utility fees:

	<u>Current Fee</u>
New account installation fees (per account):	
Single-Unit Residential	\$50.00
Non-residential, multiple units, and outside city limits	\$20.00
Master Deposit residential accounts	\$20.00
Temporary Residential Service (two weeks)	\$20.00
Transfer Service	\$30.00
 Account name change only	 \$15.00
 Termination fee	 \$25.00
Return payment fee	\$25.00
 Pull/lock "jumper"	 \$100.00
 After hours service (<i>Water turn on</i>)	
Weekdays 5:00 p.m. – 9:00 p.m.	\$25.00

Weekdays 9:00 p.m. – 8:00 a.m. and service provided on weekends & holidays	\$75.00
Late fee	10% of unpaid charges from latest billing period
Re-read meter	\$15.00
Trip fee (2 nd trip and water turn on)	\$15.00
Hold notice	\$10.00
<i>Meter test fee (sizes 5/8” – 1 ½”)</i>	\$25.00
<i>Meter/meter box repair (new construction – required due to defective or incomplete work.)</i>	\$100.00
Meter/ERT damage fee	\$200.00

(b) Water meters, encoder registers, and ERTs, which are devices used to transmit meter readings via radio frequency, are an integral part of the City’s water distribution system. Damage to any of these components could prevent the City from obtaining accurate readings. Damage to these components will be the responsibility of the customer, unless evidence limiting the customers’ involvement in the damage is presented.

SECTION 2. That Chapter 13, Article 13.09, Section 13.09.002 of the Code of Ordinances of the City of Sherman, Texas is hereby amended so that such section shall read as follows:

Sec. 13.09.002 Laboratory fees

(a) That the following fee schedule is hereby adopted for laboratory fees

(1) Biochemical oxygen demand (BOD5):	\$32.00
(2) Carbonaceous BOD5:	\$33.00
(3) Ammonia nitrogen (NH3N):	\$24.00
(4) Total suspended solids (TSS):	\$16.00
(5) Volatile solids (VS):	\$16.00
(6) Total coliform (TC):	\$21.00

- | | | |
|------|----------------------|---------|
| (7) | Fecal coliform (FC): | \$38.00 |
| (8) | E. coli-MPN (EC): | \$35.00 |
| (9) | Total solids (TS): | \$16.00 |
| (10) | Turbidity: | \$15.00 |

(b) *The following schedule is hereby adopted for administrative fees:*

- | | | |
|-----|-------------------|---------|
| (1) | Cooler return fee | \$10.00 |
|-----|-------------------|---------|

~~(b)~~ (c) The city reserves the right to establish user schedules, limit the number of analyses performed each day and refuse samples that do not meet prescribed sample acceptance policies.

SECTION 3. That Chapter 13, Article 13.09, Section 13.09.003 of the Code of Ordinances of the City of Sherman, Texas is hereby amended so that such section shall read as follows:

Sec. 13.09.003 Water and sewer tap fees

(a) The following fee schedule is hereby adopted for water and sewer tap fees:

<u>Water Tap Fee</u>	<u>Current Fee</u>
¾" tap, including corporation	\$300.00 \$450.00
1" tap, including corporation	\$450.00 \$675.00
1 1/2" tap, including corporation	\$500.00 \$750.00
2" tap	\$550.00 \$1,125.00
Over 2" tap**	\$750.00 \$1,325.00
<u>Sewer Tap Fees</u>	<u>Current Fee</u>
4" tap	\$175.00 \$350.00
6" tap	\$ 250.00 \$500.00

** Taps over 2" the customer provides the materials

SECTION 4. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 5. That the provisions of this ordinance are servable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

SECTION 6. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. 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 _____, 2015.

ADOPTED on this the _____ day of _____, 2015.

EFFECTIVE DATE on this the _____ day of _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S SHELBY,
CITY ATTORNEY

TAP FEE SURVEY

For comparison with city fees, used "in easement" prices

	Sherman Current	Sherman Proposed	Denison	Gainesville	Grapevine	Cedar Hill	The Colony	Wylie	Burleson	Rockwall
Water Taps										
3/4"	300	450	710	1,040	425	-	595	2,500	-	1,899
1"	450	675	890	1,237	425	1,330	730	2,500	1,446	1,946
1.5"	500	750	1,550	1,594	-	1,330	1,085	2,500	2,232	2,387
2"	550	1,125	1,850	1,842	1,675	1,330	1,200	2,500	2,516	2,459
OVER 2"*	750*	1,325	TBD	TBD	TBD	TBD	1,625 - 4,270	2,500	TBD	
Sewer Taps										
4"	175	350	750	681	325	1,015	570	3,000	472	1,679
6"	250	500	TBD	795	625	625	865	3,000		
8"	Labor & Material	No Change	TBD	908	1,000	TBD	1,410	3,000		

*Plus labor and materials



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 10/05/2015

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5904

Amending Chapter 1 of the Code of Ordinances, entitled "General Provisions", at Article 1.02, entitled "Administration", at Section 1.02.002, entitled "Return Check Charge"

Issue:

Amending the Code of Ordinances to charge the same amount for a returned check as the County charges.

Background:

The return check charge has not been updated since 1991. This ordinance updates the charge to the same amount charged by Grayson County so a returned check collected by the County on behalf of the City will carry the same fee as a return check collected by the City. The ordinance also clarifies that a returned check includes other electronic payments, such as bank wires and drafts.

Origination:

Finance Department

Financial Consideration:

The effect on the City will be minimal.

Staff Recommendation:

The staff recommends that the Council approve the revisions to the return check charge code provisions.

Alternatives:

The Council could choose to leave the return check charges unchanged by not adopting the proposed ordinance.

Attachments

Ordinance No. 5904

ORDINANCE NO. 5904

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, ENTITLED "GENERAL PROVISIONS", AT ARTICLE 1.02, ENTITLED "ADMINISTRATION", AT SECTION 1.02.002, ENTITLED "RETURN CHECK CHARGE"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 1, Article 1.02, Section 1.02.002 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 1.02.002 Return check charge

~~There shall be a charge established by ordinance for each check returned by a financial institution, issued to the city. For each check or electronic payment issued to the City and returned by a financial institution, there shall be a charge in the same amount as charged by the County for a returned check or electronic payment.~~

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are servable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. 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 _____, 2015.

ADOPTED on this the _____ day of _____, 2015.

EFFECTIVE DATE on this the _____ day of _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 3.

Meeting Date: 10/05/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5903 and 5904

Issue:

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5903

Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", at Article 13.09, entitled "Service Fees", at Section 13.09.001 to Revise Miscellaneous Utility Fees; at Section 13.09.002 to Revise Laboratory Fees; and at Section 13.09.003 to Revise Water and Sewer Tap Fees

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5904

Amending Chapter 1 of the Code of Ordinances, entitled "General Provisions", at Article 1.02, entitled "Administration", at Section 1.02.002, entitled "Return Check Charge"



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 4.

Meeting Date: 10/05/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, 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

Issue:

E.3. * RESOLUTION NO. 6024

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Design of the Harrison Elevated Tank Painting Improvements

E.4. * RESOLUTION NO. 6025

Authorizing the Purchase of a 2016 Dodge Ram 4500 6.7 Liter Diesel Chassis for Remounting and Refurbishing an Existing Frazer 12' 4" Generator Powered Module Ambulance Box for the Sherman Fire Department from Mac Haik Dodge Chrysler Jeep and through the Houston-Galveston Area Council of Governments (H-GAC)

E.5. * RESOLUTION NO. 6026

Authorizing the Purchase of a New Ram 4500 Truck for the Street Maintenance Department from Hoyte Dodge

E.6. * RESOLUTION NO. 6027

Authorizing the Purchase of a New Autocar ACX64 Front Load Chassis for the Solid Waste Services Department from Chastang Ford/Autocar through the Houston-Galveston Area Council of Governments (H-GAC)

E.7. * RESOLUTION NO. 6028

Authorizing the Purchase of a New Autocar ACX64 Automated Side Load Chassis for the Solid Waste Services Department from Chastang Ford/Autocar through the Houston-Galveston Area Council of Governments (H-GAC)

E.8. * RESOLUTION NO. 6029

Authorizing the Purchase of a New Wilkens Steel Front Load Ejector Transfer Trailer for the Solid Waste Services Department from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (Buyboard)

E.9. * RESOLUTION NO. 6030

Authorizing the Purchase of a Heil Automated Side Load Body for the Solid Waste Services Department from Heil of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)

E.10. * RESOLUTION NO. 6031

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)

E.11. * RESOLUTION NO. 6032

Authorizing the Purchase of a New International 4300 Peterson Lightning Loader Cab and Chassis for the Solid Waste Services Department from Southwest International Trucks through the Texas Local Government Purchasing Cooperative (BuyBoard)

F.1. * CHANGE ORDER NO. 2

Approving the Greater Texoma Utility Authority's Intention to Execute Change Order No. 2 for Construction of the Sherman Wastewater Treatment Plant Headworks Lift Station Replacement and Electrical Upgrade

G.3. * 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/Walk" on Saturday, December 5, 2015



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 10/05/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6022

In Support of a Constitutional Amendment for Increased State Funding for Transportation

Issue:

Supporting Proposition 7 on the upcoming November 3rd Constitutional Amendment Election

Background:

On September 7, 2015, The Honorable Larry Phillips, State Representative for District 62, asked for the City's support for Proposition 7 on the upcoming November 3rd Constitutional Amendment Election. Representative Phillips explained that Proposition 7 will significantly increase transportation funding in Texas. The funding increase would come from dedicating a portion of the current state sales tax and motor vehicles sales tax revenue. There would be no tax increase, only the dedication of the current tax revenue for the purpose of building non-tolled roads and the reduction of transportation related debt. It is anticipated that, over the next several years, this would provide as much as \$3 billion dollars annually to improve our transportation system.

Origination:

State Representative Larry Phillips

Financial Consideration:

There is no financial impact to approving this resolution.

Staff Recommendation:

It is recommended that the Council approve the resolution and pledge its support for this initiative.

Alternatives:

The Council could choose not to support this initiative.

Attachments

Resolution No. 6022

RESOLUTION NO. 6022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, IN SUPPORT OF A CONSTITUTIONAL AMENDMENT FOR INCREASED STATE FUNDING FOR TRANSPORTATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the 84th Texas Legislature passed historic legislation proposing a constitutional amendment on the November 3, 2015 state ballot affecting the state's roads, highways, and bridges; and

WHEREAS, this is "The constitutional amendment dedicating certain sales and use tax revenue and motor vehicle sales, use, and rental tax revenue to the state highway fund to provide funding for nontolled roads and the reduction of certain transportation-related debt;" and

WHEREAS, this proposal will allow existing sales tax revenues to be dedicated to the state highway fund to be used only for developing public roadways, other than toll roads; and

WHEREAS, this proposal would allow existing sales tax revenues to be used to repay the principal of and interest on general obligation bonds issued by the state; and

WHEREAS, the proposed amendment will aid in maintaining the current infrastructure and will ease congestion by funding new projects for added capacity without any new or increased taxes or fees; and

WHEREAS, a strong transportation system is fundamental to Texas' quality of life and economic vitality, attracting new businesses and generating new jobs;

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

SECTION 1. That the City Council of the City of Sherman, Texas, supports the proposed amendment to address Texas' transportation infrastructure needs on the November 3, 2015 ballot.

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 _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 2.

Meeting Date: 10/05/2015

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6023

Authorizing Execution of an Agreement to Contribute Right of Way Funds (Fixed Price) between the State of Texas, Acting By and Through the Texas Department of Transportation, (the "State"), and City of Sherman, Texas, for Certain Highway Improvements on Highway No. US 82 from Frisco Road (Sherman) East to FM 1417 East

Issue:

To execute an Agreement to Contribute Right of Way Funds (Fixed Price) with the Texas Department of Transportation (TxDOT) for the relocation and adjustment of utilities on US 82 (Buck Owens Freeway) from Frisco Road east to FM 1417 East

Background:

TxDOT is utilizing Proposition 1 Funds to complete the section of US 82 (Buck Owens Freeway) between Frisco Road and FM 1417 East. Utility relocation at the cost of \$300,000.00 is necessary in order to complete this section of roadway. Because this section of highway is located within the corporate limits of the City of Sherman, TxDOT has requested that the City of Sherman financially participate at an amount of \$12,900.00 in the relocation of the utilities. This level of participation is consistent with previous projects.

Origination:

Engineering Department in conjunction with the Texas Department of Transportation

Financial Consideration:

There are sufficient funds in the Capital Improvement Fund to cover the \$12,900.00 expenditure.

Staff Recommendation:

Execute the Agreement to Contribute Right of Way Funds (Fixed Price) with TxDOT

Alternatives:

Those as may be directed by the City Council

Attachments

Resolution No. 6023

Agreement

Location Map

RESOLUTION NO. 6023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE) BETWEEN THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, (THE "STATE"), AND CITY OF SHERMAN, TEXAS, FOR CERTAIN HIGHWAY IMPROVEMENTS ON HIGHWAY NO. US 82 FROM FRISCO ROAD (SHERMAN) EAST TO FM 1417 EAST; 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 Agreement to Contribute Right of Way Funds between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation, for the improvements on US Highway 82 from Frisco Road in Sherman, TX East to FM 1417 East, in accordance with the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2015.

CITY OF SHERMAN, TEXAS

**BY: _____
CAROLYN S. WACKER, MAYOR**

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

APPROVED AS TO FORM AND CONTENT:

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

County Grayson
District Paris (01)
ROW CSJ # 0045-19-057
CCSJ # 0045-19-050
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

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

WITNESSETH

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

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. US 82 from Frisco Road (Sherman) East to FM 1417 East, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

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

NOW THEREFORE, the State and the Local Government do agree as follows:

County Grayson
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AGREEMENT

1. Agreement Period

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

2. Termination

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

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
 - 1. site conditions change;
 - 2. work requested by the Local Government is ineligible for federal participation; or
 - 3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

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

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
_____	Director of Right of Way Division
_____	Texas Department of Transportation
_____	125 E. 11 th Street
_____	Austin, Texas 78701

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

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7. Remedies

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

8. Legal Construction

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

9. Responsibilities of the Parties

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

10. Compliance with Laws

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

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

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

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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

14. State Auditor

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

15. Procurement and Property Management Standards

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

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

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

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

County Grayson
District Paris (01)
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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

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

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Not Research and Development

contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

John P. Campbell, P.E.
Director, Right of Way Division
Texas Department of Transportation

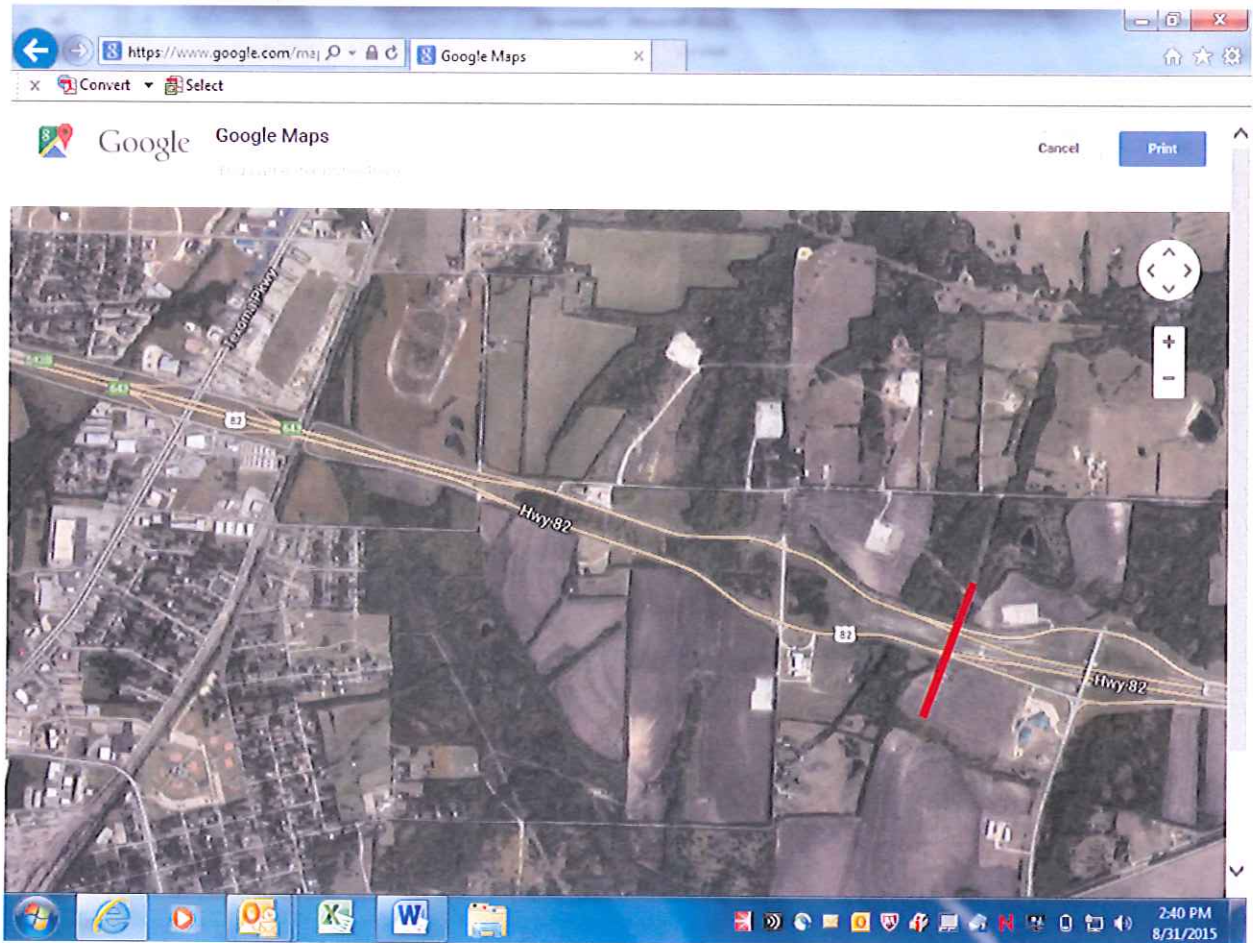
Date

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Federal Highway Administration
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ATTACHMENT A
RESOLUTION OR ORDINANCE

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ATTACHMENT B
LOCATION MAP SHOWING PROJECT



County Grayson
District Paris (01)
ROW CSJ # 0045-19-057
CCSJ # 0045-19-050
Federal Project #: _____
Federal Highway Administration
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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

Standard Agreement to Contribute State Performs Work EDC Adjustment Attachment C

Description	Total Estimated Cost	State Participation			Local Participation		
		% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Right of Way Acquisition	\$0	90%	95.7%	\$0	10%	4.3%	\$0
Reimbursable Utility Adjustments	\$ 300,000	90%	95.7%	\$287,100	10%	4.3%	\$12,900
Joint Bid Reimbursable Utility Adjustments	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	0%	\$0	0%	0%	\$0
TOTAL	\$300,000	90%	95.7%	\$287,100	10%	4.3%	\$12,900

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on September 18, 2014 by virtue of attached Minute Order No. 114082, and approved a 57 percent adjustment to the required 10 percent local participation for this project. Also attached are completed Affidavit and EDC Program Information Sheet.



AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of
of Texas, on this day personally appeared _____, who being by
me duly sworn, upon oath says:

I, _____, representing the city / county of
_____, having been duly elected on
_____ and having served continuously since that time, certify in my
official capacity that, to the best of my knowledge, the information contained in
this application is true and correct.

Signature

Date

Subscribed and sworn to before me, by the said _____, this
_____ day of _____, _____, to certify which witness my hand
and seal of office.

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary



TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Grayson

APPLICANT City of Sherman, Texas

District Contact Information

NAME: Ricky Mackey

TELEPHONE: 903-737-9375

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

* If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate)

☒ YES or NO

2 Population (2010 Census)? 38,521

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0045-19-050
ESTIMATED LETTING DATE	July-15

On-System? (Circle as appropriate) ☒ YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

US 82 - From Frisco Road (Sherman) to FM 1417 East

PROJECT SCOPE- Give type of work.

Construct main lanes of a 4-lane section with depressed median.

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

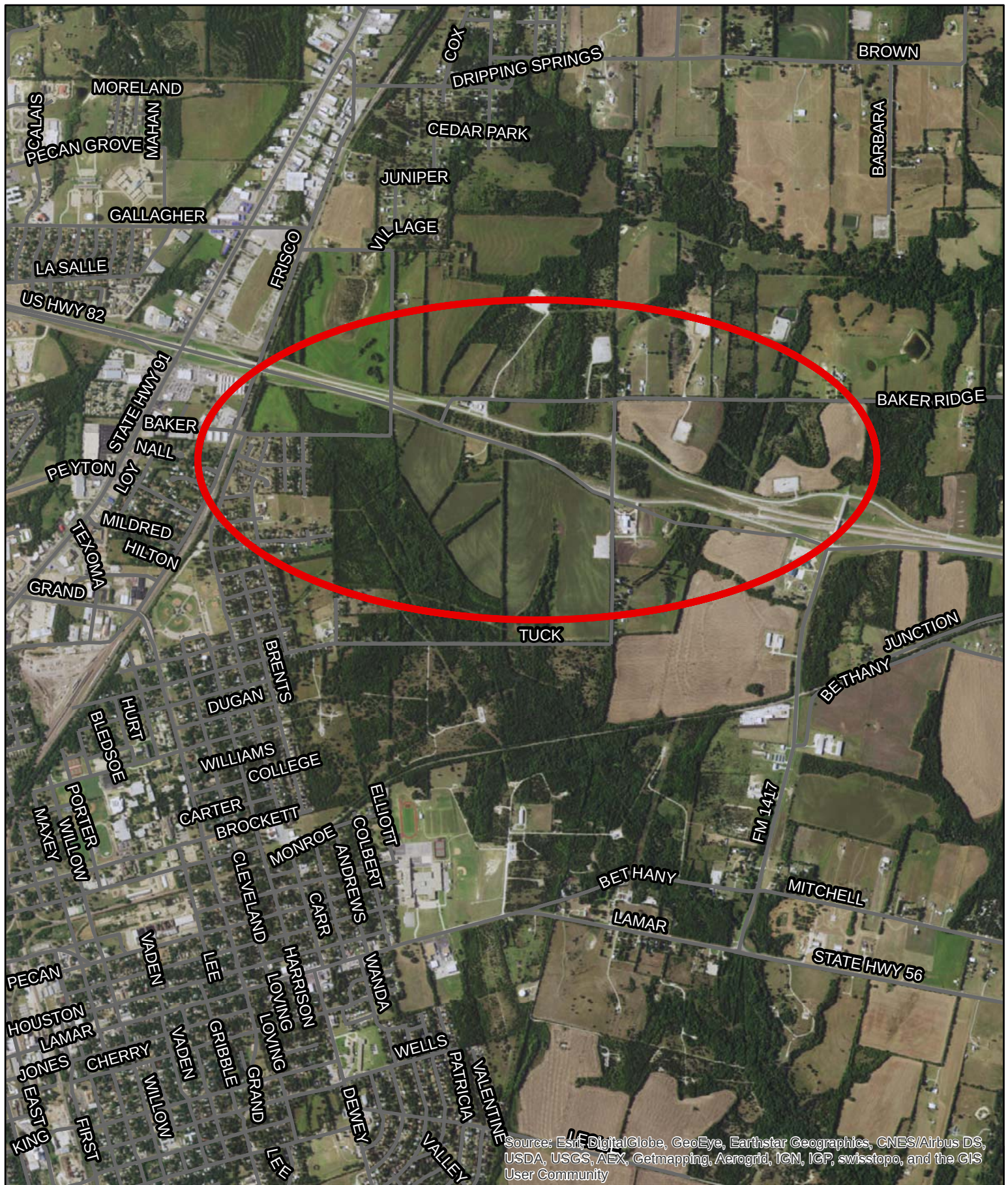
We have insufficient tax revenue to pay our share of the acquisition costs

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 57

1.	2.	3.		4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)		Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
Eligible Utilities	\$300,000.00	10%		\$30,000.00	\$12,900.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL	\$300,000.00			\$30,000	\$12,900

Approved by: _____ Date: _____





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 3.

Meeting Date: 10/05/2015

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6024**

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Design of the Harrison Elevated Tank Painting Improvements

Issue:

To consider a contract for professional engineering services with Freeman-Millican, Inc. for the design of the Harrison Elevated Tank Painting Improvements

Background:

The current Capital Improvement Program contains a project to repair and paint the Harrison Elevated Tank. The protective coatings on the interior and exterior of the tank are at the end of their useful life.

Origination:

Utilities Administration 710

Financial Consideration:

The fee for engineering services will be \$78,120.00. The project will be funded through the Utility Improvement Fund. Funding in the amount of \$1,250,000.00 is programmed for the project.

Staff Recommendation:

It is recommended that the contract for professional engineering services with Freeman-Millican, Inc. to design the Harrison Elevated Tank Painting Improvements be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6024

Engineering Services Agreement

CIP Project Sheet

RESOLUTION NO. 6024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DESIGN OF THE HARRISON ELEVATED TANK PAINTING 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 Freeman-Millican, Inc. for the design of the Harrison elevated tank painting 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 _____, 2015.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

7. Indemnity and Duty to Defend.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **Miscellaneous.**

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

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

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

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

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

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

SIGNED on the date indicated below.

CITY OF SHERMAN

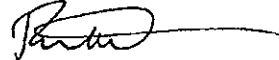
BY _____
Robby Hefton
City Manager

DATE _____

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

ENGINEER:
Freeman-Millican, Inc.

BY  _____
Richard Dormier, P.E.
Vice President

DATE 9-28-15 _____

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

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

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

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

OWNER intends to construct, through Prime Contractor(s) the Sherman Harrison Elevated Tank Repairs and Repaint, hereinafter called the "Project".

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

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

1.2 PRELIMINARY DESIGN PHASE

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

1.2.1 In consultation with OWNER, determine the extent of the Project.

1.2.2 Advise OWNER as to the necessity of OWNER'S providing, or obtaining from others, data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.

1.2.3 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.

1.2.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.2.5 Furnish 3 copies of the above preliminary design documents and present and review them in person with OWNER.

1.3 FINAL DESIGN PHASE

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

1.3.1 On the basis of comments from the review of the preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

- 1.3.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.3.4 Prepare for review and approval by OWNER, his legal counsel, and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.5 Submit plans, specifications, and contract documents to applicable regulatory agencies for approval.
- 1.3.6 Furnish 3 copies of the above documents and present and review them in person with OWNER. Make any needed final revisions.
- 1.4 BIDDING PHASE
After authorization to proceed with the Bidding Phase, ENGINEER shall:
 - 1.4.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment, and services.
 - 1.4.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
 - 1.4.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.
- 1.5 CONSTRUCTION PHASE
During the Construction Phase ENGINEER shall:
 - 1.5.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
 - 1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER

that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work and shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

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

(subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.5.5.

- 1.5.7 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.5.1 through 1.5.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents:
- 1.5.8 Revise contract drawings (unless redrawing is required), with the assistance of the OWNER and Contractor(s), and furnish two set in Adobe Acrobat Portable Document Format (pdf).

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

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

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
- 2.1.4 Providing renderings or models for OWNER'S use.
- 2.1.5 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.
- 2.1.6 Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.7 Provide staking to enable Contractor(s) to proceed with their work and providing other special field surveys.

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other

special data or consultations not covered in SECTION 2; all of which ENGINEER may rely upon in performing his services.

- 3.4 Provide field control surveys and establish reference points and base lines to enable Contractor(s) to proceed with the layout of the work.
- 3.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.9 Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- 3.10 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).
- 3.11 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.12 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

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

SECTION 5 - PAYMENTS TO ENGINEER

5.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under SECTION 1 and as further identified in Exhibit "A" a lump sum in the amount of \$78,120.00.

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

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

5.1.2.3 Serving as a Witness

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

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

5.2 TIMES OF PAYMENTS

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable Expenses incurred. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

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

5.3 OTHER PROVISIONS CONCERNING PAYMENTS

5.3.1 Changes in Project Scope

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

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes require the Engineer to modify, redesign or otherwise change engineering work that has been completed or partially completed at the date of the change in scope, ENGINEER will be paid for services required to modify, redesign or otherwise change completed engineering work to meet the requirements of the revised scope of services at the hourly rates in Exhibit "B" for principals and employees assigned to the Project. In the event of any such change in scope, ENGINEER will be paid for all Additional Services and Reimbursable Expenses required to make the above stated changes. Before making changes to the engineering work under this provision, the ENGINEER shall submit an estimate of the cost of making the changes under this paragraph. The ENGINEER shall not begin making changes to the engineering work until authorized by the OWNER.

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

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

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

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

5.4 DEFINITIONS

5.4.1 Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto;

obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - OPINIONS OF COST

6.1 OPINIONS OF COST

6.1.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

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

SECTION 7 - GENERAL CONSIDERATIONS

7.1 REUSE OF DOCUMENTS

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following Exhibits are attached to and made a part of this Exhibit 1:
Exhibit "A" Scope of Work and Exhibit "B" – Freeman-Millican, Inc. - Hourly Rate

Scope of Services

750,000 Gallon Harrison Elevated Tank Repair & Repaint Project

Preliminary Design

Inspect tank, measure & collect data and take pictures.
Evaluate condition of tank & appurtenances.
Identify repairs and replacement appurtenances.
Review repairs, replacements and additions with city staff.
Review coating options with city staff & determine logo requirements.
On site review; measure & collect design data and take pictures.
Preliminary design & review with city staff
Collect existing paint chip samples for lab. lead analysis.

Design

Design roof guardrail & wet riser guardrail.
Design replacement compression rings & rafters.
Design wet riser replacement inlet piping & drain.
Design 30" manway for 8' dia. structural wet riser.
Design 30" roof hatch, 12" & 24" painter's hatch and paint rails.
Design ladder repairs/replacements w/safety climb systems.
Design roof vents.
Design misc. repairs, appurtenances & additions.
Design tank leak & pit repairs.
Design surface preparation & coatings for all tank surfaces.
Develop plans and specifications for repairs and repainting.
Review plans & specifications with Sherman staff and revise.
Estimate construction cost.
Print plans, specification & bid documents for bidding.

Bidding

Develop advertisement for bids.
Print paper bid documents and develop digital bid document for bidders.
Pre-bid conference & review welder qualifications
Develop list of prospective bidders.
Contractor request for clarification and addendums
Publicly open bids, review & evaluate bids and develop award recommendation.
Develop construction contracts.

Construction

Revise & issue construction documents.
Preconstruction meeting at Sherman Engineering
Review construction submittals.
Review monthly progress and payment applications.
On-site inspection of drained tank
On site review of repairs
Review and process any required changes.
Final inspection & punch list
Close out documentation

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

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

PROJECT YEAR: 2015-2016

PROJECT NAME: Harrison Elevated Tank Painting

DESCRIPTION: The Harrison Elevated Tank Requires Painting and maintenance.

ESTIMATED COST: \$1,250,000

ESTIMATED O&M COST: N/A

PROPOSED FINANCING: Utility Improvement Fund

PROJECT NECESSITY: The protective coatings on the interior and exterior of the Harrison Elevated Tank are at the end of their useful life.

DEPARTMENT/DIRECTOR: Director of Utilities, Mark Gibson





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 4.

Meeting Date: 10/05/2015

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6025**

Authorizing the Purchase of a 2016 Dodge Ram 4500 6.7 Liter Diesel Chassis for Remounting and Refurbishing an Existing Frazer 12' 4" Generator Powered Module Ambulance Box for the Sherman Fire Department from Mac Haik Dodge Chrysler Jeep and through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

To consider the purchase of a 2016 Dodge Ram 4500 6.7L diesel chassis and the remount and refurbishing of an existing Frazer 12' 4" generator powered ambulance box for the Sherman Fire Department

Background:

The purchase of the 2016 Dodge Ram 4500 6.7L diesel chassis will replace City vehicle 123, a 2010 Ford F450 ambulance with more than 107,000 miles. The box on unit 123 will be refurbished and mounted onto the new 2016 Dodge Ram 4500 6.7L 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 Mac Haik Dodge Chrysler Jeep through H-GAC in the amount of \$126,125.00. This quote includes the H-GAC Cooperative fee of \$800.00. Funds for the purchase and fee were appropriated in the 2015-2016 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the 2016 Dodge Ram 4500 6.7L Diesel Chassis and have the currently owned Frazer Ambulance Box refurbished and remounted on the new chassis.

Alternatives:

As recommended by the City Council

Attachments

Resolution No. 6025

2016 Ambulance Remount Quote

H-GAC Interlocal Agreement

RESOLUTION NO. 6025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2016 DODGE RAM 4500 6.7 LITER DIESEL CHASSIS FOR REMOUNTING AND REFURBISHING AN EXISTING FRAZER 12' 4" GENERATOR POWERED MODULE AMBULANCE BOX FOR THE SHERMAN FIRE DEPARTMENT FROM MAC HAIK DODGE CHRYSLER JEEP AND 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 Mac Haik Dodge Chrysler Jeep through the Houston-Galveston Area Council of Governments (H-GAC), a 2016 Dodge Ram 4500 6.7 Liter Diesel Chassis for remounting and refurbishing an existing Frazer 12' 4" generator powered module ambulance box for the Sherman Fire Department at the total purchase price of One Hundred Twenty-Six Thousand, One Hundred Twenty-Five Dollars and Zero Cents (\$126,125.00), 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 2015-2016 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 _____, 2015.

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 29, 2015

Dan Wood
Division Chief
Sherman Fire Department
Email: danielw@ci.sherman.tx.us

Quote # 10184A

Chief Wood,

Per your request we are quoting remounting and refurbishing your Frazer Type 12' 4" taller Generator Powered Module E-1330/X-592, onto a 2016 Dodge Ram 4500 6.7L diesel chassis (84" CA). For your convenience all pricing has been itemized below.

Frazer Type I 12'4" taller Generator Powered Module (E-1330/X-592)

2016 Dodge Ram 4500 Single Cab 6.7L diesel chassis 84"CA (order red)	\$	46,750.00
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Heat shielding for diesel chassis	\$	1,500.00
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LiquidSpring suspension system for Dodge Ram 4500 (2014-2016) - tie in to stud in console instead of VSIM	\$	10,000.00
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Note - LiquidSpring user interface panel wired to the chassis, mounted in the cab of a Dodge 4500 on the dash to the driver's side of the steering wheel

Remount of Module (see Incl. Items below)	\$	15,000.00
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Chassis Exterior Upgrades	\$	900.00
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Chassis Interior Upgrades	\$	1,925.00
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Module Exterior Upgrades	\$	30,600.00
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Module Interior Upgrades	\$	18,650.00
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HGAC fee	\$	800.00
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Total	\$	126,125.00
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Items included in above total:

Chassis Exterior Upgrades:

1 . Items included in remount fee:	\$	incl.
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a) Furnish & install black Ranch Hand grille guard

b) (2) Whelen M4 grille lights w/ clear lenses

Layout: red, red

c) (2) Whelen M4 intersects w/ clear lenses

Layout: red, red

d) (2) Federal Signal AS124 speakers

e) Frazer aluminum rear window pass through plate

f) (2) Mega fuses with new wiring

g) New mounting rubber

h) New tie downs & spacers

i) VHB Tape

j) Furnish & install Backup alarm

k) Mudflaps

l) This unit needs a state inspection

m) Fuel with diesel to verify fuel flow

n) Issue temporary license plate

o) Wash Unit

p) Route chassis exhaust to standard location under passenger's side bumper end cap

q) Make old chassis road ready

1. Install rear mud flaps on chassis

2. Install rear BTT lights

3. Remove and reinstall compressor on chassis frame rail

4. Remove license plate on rear of module and keep w/ old chassis

2 . Furnish & install black nerf bars	\$	450.00
3 . Furnish & install stainless steel wheel covers	\$	450.00
Total	\$	900.00

Chassis Interior Upgrades

4 . Items included in remount fee:	\$	incl.
a) Furnish & install pinned powder coated aluminum six position console		

Slot 1: Furnish & install Federal Signal PA300 100W in lieu of standard w/ mic on D/S of console slot 1 (w/ Tap \$ 150.00

Note - zip tie mic to siren

Slot 2/3 – Double Switch Panel

Layout: Primary, Secondary, Blank, Blank, Blank, Blank, Blank, Interior Light, Rear Load, SIDE SCENE - 1 way switch - controls one side, SIDE SCENE - 1 way switch - controls one side, START STOP-Genset

Slot 4 - Radio plate for Motorola XTL 500 w/ mic on D/S of console slot 1

Slot 5/6 – Furnish & install double blank insert	\$	150.00
5 . Furnish & install arm rests on console	\$	200.00
6 . <u>Furnish & install telescoping pole on passenger's side of console for future Toughbook mount</u>	\$	275.00
7 . Furnish & install After market vinyl seats in truck cab- Pattern: Marlin, Color: MRL-3226 Blackbeard	\$	1,150.00
8 . Knox KeySecure & radio charger will be left in chassis	\$	N/C
Total	\$	1,925.00

Module Exterior Upgrades

9 . Items included in remount fee:	\$	incl.
a) Install new ignition & fail safe solenoids on electrical shelf		
b) Full electrical check		
c) New passthrough rubber boot		
d) Replace all door compartment bumpers		
e) Replace weather stripping		
f) Install new foam weatherstripping on rear backboard compartment door (discard old)		
g) Furnish & install (2) 4" round red LED lower B/T/T's and (2) 4" round lower clear back up lights		

h)	New ribbed rubber in applicable compartments (except for electrical & rear backboard)		
i)	Replace all halogen compartment lights (O2, long lower storage, rear storage)		
j)	Ensure front wall is grounded		
k)	This unit needs to be weighed and a weight slip provided to the customer		
l)	Replace marker lights (discard old)		
m)	Frazer key fob		
n)	Furnish & install new fuel guard (discard old)		
o)	Furnish & install new O2 compartment threshold		
10 .	Strip, prime, and repaint 12' 4" taller module Dodge Red (PR4)	\$	6,500.00
	Note – Items sub-listed are included with paint unless stated other wise		
a)	Furnish & install painted corner caps on module		
b)	Furnish & install painted module trims		
c)	Replace compartment and entry door latches		
d)	(5) J236 keys		
e)	Furnish & install gas shock on long lower storage compartment door (discard old)		
f)	Furnish & install gas shock on rear backboard compartment door (discard old)		
g)	Install new side entry door grab rail (discard old)		
h)	Install new rear entry door grab rails (discard old)		
i)	Furnish and install O2 compartment vent		
j)	Install new O2 compartment insert threshold (discard old)		
k)	Install new drip rails without rivets over the following (discard old):		
	1. Side entry door		
	2. Rear entry doors		
	3. Rear backboard compartment door		
	4. Long lower storage compartment door		
l)	Furnish & install new vent guards in long lower storage compartment		
m)	Replace entry door windows with double pane windows		
n)	Remove existing placard holders (fill holes & ship loose)		
o)	Remove & reinstall existing ramp at the rear		
11 .	Additional body work for damage on driver's side	\$	1,800.00
12 .	Furnish & install new doors on the following (discard old):	\$	incl.
a)	O2 compartment		
b)	Radio compartment		
c)	Long lower storage compartment		
d)	Rear storage compartment		
e)	Rear passenger's side entry door		
f)	Rear driver's side entry door		
g)	Side entry door		
h)	Generator compartment		
i)	Front I/O compartment		
j)	A/C compartment door		
k)	Electrical compartment		

l) Rear backboard compartment		
13 .	Furnish & install new panels on the following new doors:	\$ incl.
	a) O2 compartment	
	b) Radio compartment	
	c) Long lower storage compartment	
	d) Rear storage compartment	
	e) Rear passenger's side entry door	
	f) Rear driver's side entry door	
	g) Side entry door	
	h) Front I/O compartment	
	i) Electrical compartment	
	j) A/C compartment	
14 .	Furnish & install new hinges on the following doors (discard old):	\$ incl.
	a) O2 compartment	
	b) Radio compartment	
	c) Long lower storage compartment	
	d) Rear storage compartment	
	e) Rear passenger's side entry door	
	f) Rear driver's side entry door	
	g) Side entry door	
	h) Generator compartment	
	i) Front I/O compartment	
	k) Electrical compartment	
	l) Rear backboard compartment	
	m) A/C compartment	
15 .	Furnish & install new Meltric single 30A twist lock shore power receptacle on driver's side front corner w/ pigtail shipped loose, (discard existing)	\$ 800.00
Note - reconnect existing shore power ignition kill switch to new chassis		
16 .	Replace side entry door hold-open spring w/ gas shock & new Cobalt head knocker	\$ 250.00
17 .	Straighten existing shelf in rear storage compartment	\$ 50.00
18 .	Discard all existing emergency and scene lighting	\$ N/C
19 .	Clear lenses on all emergency lights	\$ N/C
20 .	Furnish & install (8) red M6 series corner box lights w/ converter flanges	\$ 2,000.00
21 .	Furnish and install (5) Whelen M6 series LEDs front wall lights w/ converter flanges	\$ 1,250.00
Layout: (AMBER – RED – CLEAR – RED– AMBER)		
22 .	Furnish and install (3) Whelen M6 series rear wall emergency LEDs w/ converter flanges	\$ 750.00
Layout: (RED-AMBER-RED)		
23 .	Furnish and install (2) Whelen M7 RED wheel well LEDs w/ converter flanges	\$ 500.00
24 .	Furnish and install (2) Whelen M6 series LEDs load lights w/ converter flanges	\$ 800.00
Note - come ON w/ reverse and (2) three-way switches; one at console, one at rear entry doors		
25 .	Furnish & install (2) Whelen M6 red B/T/T w/ converter flanges on rear wall	\$ 500.00

26 .	Furnish & install (2) FRC 900 series Spectra LED side scene lights in standard location, wired to 2 switches (install plating over existing holes)	\$	1,500.00
	Note - convert wiring in electrical compartment to 12V		
27 .	Striping & lettering to match last unit	\$	2,400.00
	a) Stripe new chassis to match module		
28 .	Furnish and install the following decals:	\$	incl.
	a) Install CO stickers in three (3) locations		
	b) Install one (1) NO SMOKING sticker on dash and ship one (1) loose		
29 .	Furnish and install conspicuity on only the perimeter of the rear wall of the module in a chevron pattern - No base, YELLOW reflective vinyl	\$	900.00
30 .	Furnish & install new rear entry door grabbers (discard existing)	\$	50.00
31 .	Furnish & install cast LED license plate light (discard existing)	\$	50.00
32 .	Furnish & install new treadbrite at front, wheel wells, and rear corners with new (discard existing)	\$	850.00
	a) Driver's & Passenger's side front corner panels		
	b) Passenger's side wheel well panel		
	c) Driver's side wheel well panel (2) square filler guards		
	d) Driver side rear panel with (2) 4" round light cut outs		
	e) Passenger side rear panel with (2) 4" round light cut outs		
33 .	Replace entire rear bumper (discard existing)	\$	800.00
	a) Driver side bumper cap		
	b) Center step		
	c) Passenger side bumper cap		
	d) Driver & passenger side dock bumper		
	e) Center bumper strip		
34 .	Furnish & install new Onan 5.5kW generator with non permeable hoses, emissions canister kit and add new 10 gal fuel tank and fuel pump; compartment will be modified	\$	7,200.00
35 .	Furnish & install new Lambda power supply in electrical compartment (discard old)	\$	1,550.00
36 .	Furnish & install single ratchet tie down strap for oxygen cylinder	\$	100.00
	Total	\$	30,600.00

Module Interior Upgrades:

37 .	Items included in remount fee:	\$	incl.
	a) Replace all non-skid material on threshold(s) with 3M non-skid material		
	b) Complete detail of module interior:		
	1. Clean & wipe down lasco walls		
	2. Clean & wipe down floor of module		
	3. Clean & wipe down exterior & interior of cabinets		
	4. Clean & wipe down compartments and shelves		
	c) Air filter		
	d) Reattach loose cushion seat magnets		
38 .	New wise cobalt corner trim throughout interior of module (including squad bench cabinet), discard existing arm knockers	\$	400.00
39 .	Replace air conditioner w/ new Dometic self-contained A/C unit. This includes the following:	\$	5,000.00
	Note - please remove A/C prior to arrival		

	a) Interior intake register		
	b) Interior vent		
	c) Furnish & install new thermostat at A/C access panel		
	d) A/C access panel		
	e) Round air vent on access panel		
	f) Duct box		
	g) Breathe easy plenum with germicidal UV light protection		
	h) Air filter		
	i) Extended Warranty		
	j) Thermostat Wire		
	k) Exhaust vent		
	l) Relocation of (2) emergency rear lights with painted A/C retrofit plating		
40 .	Replace floor with Alucabond subfloor and Lonseal vinyl floor - Sapphire (discard existing)	\$	3,400.00
	a) Furnish & install powder coated coated aluminum O2 box with single trash can		
	b) Replace thresholds (discard existing)		
	c) <u>Furnish & install cot plates, hook and large cot mount for a Power Load System for Stryker Power-Pro XT (discard existing)</u>		
	d) Remove and reinstall 2 high "D" cylinder holder in front I/O		
	e) Remove & reinstall flashlight charger in O2 compartment		
	f) Remove & reinstall O2 rollers in O2 compartment		
42 .	Furnish & install new Blue captain's chair with built-in child safety seat - discard existing	\$	1,500.00
43 .	Replace shelves in action wall & front wall cabinets (discard existing)	\$	675.00
44 .	Replace all cabinet doors with w/ scratch resistant polycarbonate doors and replace bump stops w/ new 3M bump-stops including squad bench cabinet (discard existing)	\$	750.00
45 .	Furnish & install new white powder coated plate on back wall of front I/O	\$	100.00
46 .	Furnish & install Onan buzzer kill switch at rear entry door switch panel	\$	325.00
47 .	Furnish & install new 4 place switch panel at rear doors	\$	75.00
48 .	Furnish & install (8) fluorescent interior light fixtures with (8) Grote LED fixtures and retrofit plates (discard existing)	\$	3,000.00
	Note - Standard interior light switching:		
	a) <i>Driver's side front single LED on a 3 way switch to the HIGH setting</i>		
	b) <i>ON/OFF interior light switch at the console that controls the front driver's side interior LED only</i>		
	c) <i>ON/OFF interior light switch at the action wall that controls the front driver's interior LED only</i>		
	d) <i>HIGH/OFF/LOW interior light switch at the action wall that controls all but one of the interior LED's</i>		
49 .	Furnish & install new action wall w/ new style SSCOR suction at location #9	\$	1,000.00
	a) Install blank plate at location 6 which is required for the new action wall		
	b) Remove & reinstall quad outlet at location 7		
	c) Remove & reinstall hinged panel		
	1. Remove & reinstall 3 place switch panel - location #1		
	2. Remove & reinstall dual O2 outlet - location #2		
	Note - Install hole and rubber grommet for future laptop power cord		
	3. Remove & reinstall blank plate - location #3		

d) Discard all Setcom components - customer does not use system anymore		
50 .	Furnish & install new stainless countertop at action wall	\$ 500.00
51 .	Furnish & install small Frazer acrylic organizer forward of the CPR seat (discard old)	\$ 350.00
52 .	Furnish & install Large Frazer acrylic organizer to the rear of the CPR seat (discard old)	\$ 425.00
53 .	Furnish & install new seat belts at existing locations on squad bench and CPR seat (discard old)	\$ 300.00
54 .	Ship loose new Oxygen regulator and cylinder changing wrench	\$ 250.00
55 .	Furnish & install 22 pocket acrylic organizer above squad bench (was PD1). Part B to the front and part A to the rear	\$ 600.00
Total		\$ 18,650.00

Terms and Conditions

- 1 . This quote is valid for 90 days.
- 2 . Please note, payment for the entire purchase is due upon receipt and acceptance of completed unit.
- 3 . Per TMVCC we are quoting this through our licensed franchise dealers Mac Haik.
- 4 . Please make your purchase order out to Mac Haik Dodge Chrysler Jeep (11000 North Freeway Houston, TX 77037). Please email a copy of your purchase order and this quote to David Sheehy with Mac Haik Dodge Chrysler Jeep at dsheehy@machaikdcj.com and to Adam Fischer at sales@frazerbilt.com.
- 5 . To minimize delays, customer provided items should be present prior to unit production start.
- 6 . Please remove your A/C prior to remount delivery at Frazer.
- 7 . Please remove your Onan generator prior to remount delivery at Frazer.
- 8 . Fair condition of module is assumed when quoting paint. Large or excessive dents, deep or excessive scratches and unforeseen body work will require a revision to the quoted paint price.

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]

Manager of Cooperative Purchasing

Date 3/27/91

BY [Signature]

Jack Steele
Executive Director

Date 3/31/91

March 28, 1991



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 5.

Meeting Date: 10/05/2015

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6026**

Authorizing the Purchase of a New Ram 4500 Truck for the Street Maintenance Department from Hoyte Dodge

Issue:

To consider approval of a resolution to purchase a new crew cab vehicle through a local dealer for use within the Street Maintenance Department. Purchasing this vehicle locally is \$5,202.00 less than the quote previously received from the Houston-Galveston Area Council of Governments (H-GAC).

Background:

The requested purchase is to replace Unit 445, a 1996 year model truck.

Origination:

Department of Public Works

Financial Consideration:

The new crew cab will be purchased from Hoyte Dodge for \$56,635.00. Funding for this purchase was appropriated in the fiscal year 2015-2016 Street Maintenance budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new crew cab from the local vendor.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6026

FY 2015-2016 Hoyte Quote

RESOLUTION NO. 6026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW RAM 4500 TRUCK FOR THE STREET MAINTENANCE DEPARTMENT FROM HOYTE DODGE; 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 Hoyte Dodge, a 2016 Ram 4500 diesel crew cab truck, at a total price of Fifty Six Thousand Six Hundred Thirty Five Dollars and No Cents (\$56,635.00). 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 2015-2016 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 _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



City of Sherman Price Quote - Hoyte Dodge Chrysler Jeep RAM

ATT: Mike Springer - 2016 Ram 4500 w/ Factory Added Options

- | | |
|---|--|
| -6.7L Turbo Diesel | -10GA High Grade Steel Sides and Ends |
| -6-spd Auto Aisin AS69RC
HD Transmission | -3" Structural Steel Cross members on 16" Centers |
| -Bright White PW7 Paint
Code | -3" Structural Channel Longitudinal |
| -Work Grade Vinyl
40/20/40 Bench Seat | -Fully Boxed Perimeter Tailgate With Two Vertical Braces |
| -Upfitter Electronic
Module | -6" Vertical Side Braces |
| -Trailer Brake Controller | -94" O.D. Width |
| -Full Size Spare Tire | -1/4" Cab Shield with Window |
| -Cold Weather Group | -1" Diameter Top and Bottom Hinge Pins |
| -DOT Certified Roadside
Safety Kit | -HR540 ESM Electric/Hydraulic Hoist |
| -Power and Remote Entry
Group | -2EA. 36X18X18 Underbody Box-Frame Mounted |
| -Chrome Tubular Side
Steps | -HD Rear Hitch W/Pental Hook |
| -GVW Rating 16000 | -Body Painted Black |
| -225/70R19.5G All Pos Ft
Rr Traction | -Lights, Reflectors & MudFlaps |
| | -Weight Slip and Certification |
| | -Dump Bed Tarp & Four Corner Amber Lights |

Dump Bed Options:

- 11Ft. Rugby Dump Body
Capacity 3-4 yards

MSRP: \$49,305

SALE Price: \$45,520 + \$11,115 (dump bed add)

Total: \$56,635 Out the Door



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 6.

Meeting Date: 10/05/2015

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6027**

Authorizing the Purchase of a New Autocar ACX64 Front Load Chassis for the Solid Waste Services Department from Chastang Ford/Autocar through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

To consider approval of a resolution to purchase a new 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 636, a 2004 year model front load commercial solid waste truck. This is one of the oldest front load trucks in the Solid Waste Services Department's fleet. Due to the age of this unit, it has become inefficient and difficult to maintain.

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 \$160,804.00 through the H-GAC. Funding for this purchase was appropriated in the fiscal year 2015-2016 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. 6027

Quote

H-GAC Interlocal Agreement

RESOLUTION NO. 6027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW AUTOCAR ACX64 FRONT LOAD CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM CHASTANG FORD/AUTOCAR THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Chastang Ford/Autocar, through the Houston-Galveston Area Council of Governments (H-GAC), a new Autocar ACX64 Chassis, at a total price of One Hundred Sixty Thousand Eight Hundred Four Dollars and No Cents (\$160,804.00), 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 2015-2016 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 _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-14

Date
Prepared:

09/04/2015

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:	2016 Autocar ACX64 suitable for a commercial front load body

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 102486

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
180 amp alternator 10019	366	Integral air conditioning 10101	725
46,000 # Rear axle 10053	4456	5 Year Cummins engine warranty 10121	2850
Fuel water separator 10011	287	Refuse vocational frame prep 10077	1438
2-spd engine fan 10013	475	AM/FM CD stereo 10108	239
46,00# Rear suspension 10057	4330	Front pto adapter 10039	1188
5 Year exhaust aftertreatment warranty 10119	2850	Left hand vertical exhaust 10017	749
16" two stage air cleaner 10014	342	Heated moto-mirrors 10090	625
Synthetic rear axle lube 10045	424	Body integration control panel 10105	874
Frame overhang over 56" 10062	550	120 Days floorplan 10099	5520
Non default wheelbase 10073	1748	Allison 4500 5-spd transmission 10026	8950
.25" Frame reinforcement 10074	1688	Subtotal From Additional Sheet(s):	3277
5 Year transmission warranty 10118	1250	Subtotal B:	45201

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	5378	4 Wheel locking differential	1932
2 spare tires & wheels (1 front, 1 rear)	2583	Subtotal From Additional Sheet(s):	1154
Front cab guard	1470	Subtotal C:	12517

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:	160204	=	Subtotal D:	160204
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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
		Option: Process chassis invoice after factory visit	
		to verify specs, Deduct \$2000.	0
		Subtotal F:	0

Delivery Date: 90-120 days to body co.

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

160804



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: HT06-14 Date Prepared: 09/04/2015

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:	jchastang@chastangford.com
Product Code:	A3	Description:	Page 2 of chassis suitable for a commercial front load body

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

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Dual power windows 10087	866	16.5 x 7" refuse front brakes 10067	45
High back air ride driver's seat 10097	85	16.5 x 8.62" rear brakes 10071	185
Wire braided fuel lines 10079	74		
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:	3277

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
370Hp Cummins engine	1154		
		Subtotal From Additional Sheet(s):	0
		Subtotal C:	1154

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: #VALUE!

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

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

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

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

Description	Cost	Description	Cost
			0
		Subtotal F:	0

Delivery Date: 90-120 days to body co. G. Total Purchase Price (D+E+F): #VALUE!

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA
NUMBER: _____

91-15399-6

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(j)(2)(c) 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. E. 7.

Meeting Date: 10/05/2015

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6028**

Authorizing the Purchase of a New Autocar ACX64 Automated Side Load Chassis for the Solid Waste Services Department from Chastang Ford/Autocar through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

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

Background:

The requested purchase is to replace Unit 618, a 2001 year model automated side load residential solid waste truck. This is the oldest side load truck in the Solid Waste Services Department's fleet.

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

Origination:

Department of Public Works

Financial Consideration:

The Autocar chassis will be purchased from Chastang's Bayou City Autocar for \$159,334.00 through the H-GAC. Funding for this purchase was appropriated in the fiscal year 2015-2016 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. 6028

FY 2015-2016 ASL Chassis Quote

H-GAC Agreement

RESOLUTION NO. 6028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW AUTOCAR ACX64 AUTOMATED SIDE LOAD CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM CHASTANG FORD / AUTOCAR THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Chastang Ford/Autocar, through the Houston-Galveston Area Council of Governments (H-GAC), a New Autocar ACX64 Automated Side Load Chassis, at a total price of One Hundred Fifty Nine Thousand Three Hundred Thirty Four Dollars and No Cents (\$159,334.00), 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 2015-2016 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 _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

HT06-14

Date
Prepared:

09/04/2015

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:	jinchastang@chastangford.com
Product Code:	A3	Description:	2016 Autocar ACX64 suitable for an automated side load body

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 102486**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

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

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6-spd transmission in lieu of 5 spd	5378	4 Wheel locking differential	1932
2 spare tires & wheels (1 front, 1 rear)	2583	Subtotal From Additional Sheet(s):	0
		Subtotal C:	9893

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:

7%

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

Quantity Ordered:	1	X Subtotal of A + B + C:	158734	=	Subtotal D:	158734
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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
		Option: Process chassis invoice after factory visit	
		to verify specs, Deduct \$2000.	0
		Subtotal F:	0

Delivery Date: 90-120 days to body co.

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

159334



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-14

Date
Prepared:

09/04/2015

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:	jchastang@chastangford.com

Product Code:	A3	Description:	Page 2 of chassis suitable for an automated side load body
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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" refuse front brakes 10067	45
High back air ride driver's seat 10097	85	16.5 x 8.62" rear brakes 10071	185
Wire braided fuel lines 10079	74	Exterior sunvisor 10088	1154
Aux. load cushions front axle 10037	446		
Secondary freight 10072	544		
18" Steering wheel 10096	75		
Optional mounting for air dryer 10082	104		
Central manifold for air drain 10083	196		
Steel battery box with aluminum lid 10084	148		
Chromed grille 10095	200		
2 Additional switches wired to power 10100	144	Subtotal From Additional Sheet(s):	0
Engine block heater 10012	165	Subtotal B:	4431

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

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

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: #VALUE!

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

Quantity Ordered:	1	X Subtotal of A + B + C:	#VALUE!	=	Subtotal D:	#VALUE!
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E. H-GAC Order Processing Charge (Amount Per Current Policy): Subtotal E:

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

Description	Cost	Description	Cost
		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]
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. E. 8.

Meeting Date: 10/05/2015

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6029**

Authorizing the Purchase of a New Wilkens Steel Front Load Ejector Transfer Trailer for the Solid Waste Services Department from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (Buyboard)

Issue:

To consider approval of a resolution to purchase a new solid waste transfer trailer from the BuyBoard for use within the Solid Waste Services Department

Background:

The requested purchase is to replace Unit 661, a 2001 year model transfer trailer. This trailer is used mainly to haul recyclable material and has deteriorated beyond repair.

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 new Wilkens transfer trailer will be purchased from Wilkens Industries, Inc. for \$84,601.00, through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2015-2016 Solid Waste Services budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new transfer trailer through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6029

FY 2015-2016 Wilkens Quote

BuyBoard Agreement

Wilkens Contract Extension

RESOLUTION NO. 6029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW WILKENS STEEL FRONT LOAD EJECTOR TRANSFER TRAILER FOR THE SOLID WASTE SERVICES DEPARTMENT FROM WILKENS INDUSTRIES, 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 Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard), a new Wilkens transfer trailer, at a total price of Eighty Four Thousand Six Hundred One Dollars and No Cents (\$84,601.00), 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 2015-2016 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 _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



Manufacturers of **LOAD RUNNER**
and **XSERIES** Solid Waste Transport Trailers

INDUSTRIES, INC.

Morris, MN 56267 (320) 589-1971
1-800-833-6045
FAX: (320) 589-1974

BuyBoard

Refuse Bodies, Trailers & Other Bodies 425-13 (Expires 09-30-15)

Sales Quote

Firm	City of Sherman	Date	08/28/15
Address		PO #	
City, State, Zip	Sherman, TX	Fax #	903-813-1635
Contact	Michael Springer	Phone #	903-892-7261
Completion Date:	150-180 days	Terms	Purchase order / net 10

Qty.	Description	Price
1	MODEL: 2015 WILKENS STEEL FRONT LOAD EJECTOR TRANSFER TRAILER (4075FLE) BuyBoard price each - \$73,370.00 CAPACITY: 75 CUBIC YARDS OUTSIDE DIMENSIONS A. LENGTH.....40' B. HEIGHT.....12'6" C. WIDTH FRONT.....97" D. WIDTH REAR.....97" INSIDE DIMENSIONS E. LENGTH 39'9" F. HEIGHT FRONT 104" G. HEIGHT REAR 104" H. WIDTH FRONT 90" I. WIDTH REAR 90" TRAILER FEATURES J. SIDEWALL.....50,000# M.Y. 10GA STEEL K. SIDE POSTS.....12 GA. STEEL 90 DEGREE 15" OC, HORIZONTAL BRACE REAR (8) POST. L. ROOF.....SAME AS SIDE WALL WITH INTERLOCKING POSTS M. BOTTOM RAIL.....7 GA. FORMED STEEL CHANNEL ACCEPTING CROSSMEMBERS N. KING PIN TO AXLE.....35' O. KING PIN SETTING.....36" WITH 3/8" STEEL T-1 PLATE P. SUB-FRAME.....4" X 8" X 3/16" STEEL TUBE EXTENDED Q. LANDING GEAR.....HOLLAND MARK V, SELF LEVELING SHOE R. GEAR SUPPORT.....7GA S. GEAR BRACES.....3" CHANNEL T. SUSPENSION.....TANDEM SPRING, 50,000# CAPACITY, SET BACK U. AXLES & BRAKES.....(2) 5" ROUND, 25,000# AXLES, 452M ABS WITH TOP MOUNT CHAMBERS V. HUBS.....10 BOLT, OUTBOARD, HUB METER REAR DRIVER SIDE AXLE W. RIMS.....(8) STEEL DISC X. TIRES.....(8) 11R X 22.5, 14PLY, TWO TIRES & WHEELS SHIPPED LOOSE IN TRAILER Y. REAR DOOR.....SIDE SWING DOOR, MANUAL LATCHES KING PIN SECTION.....FABRICATED FROM 1/2" T-1 PLATE CROSSMEMBERS.....4" X 3.2# ON 12" CENTERS, STEEL I-BEAM LIGHT SYSTEM.....TRUCK LIGHT 40 SERIES, LIGHTS IN DOOR COVER.....ENCLOSED WITH HYDRAULIC FRONT LOADING DOOR 86" x 108" x 12 GA. STEEL UNLOADING SYSTEM.....EJECTOR, SPEED RETURN VALVE, 8.5" 5-STAGE 2-PORT CYLINDER, 7 GA. STEEL PUSH PLATE WITH SWIPES INSTALLED FOR TIGHT TOLERANCE, PUSH BLADE ANGLE NEW DESIGN, MID-CYLINDER SUPPORT. INSTALL FLAT PLATE BEHIND THE BLADE. FLOOR THICKNESS.....7 GA 50,000# MIN YIELD MISC EQUIPMENT.....TEMA PRES-RETURN COUPLERS 2-SPOOL HYDRO VALVE TO OPERATE TOP DOOR AND EJECTOR BLADE, PUSH/PULL HANDLES. ACCESS LADDER INSTALLED. METAL PREP.....EXTERIOR SANDBLASTED, ROCK GUARD GLASS FILLED PRIMER ON SUB-FRAME. PAINT.....POLYURETHANE WHITE 4 MIL, PPG #91295 WEIGHT.....APPROX. 27,000# +/- 3%	\$73,370.00
1	Option: 3/16" hopper, 10 ga. remainder of sidewall, all side walls front to back DOMEX 100,000 MY steel, (1) spare tire & rim mounted, air over hydraulic controls. Includes roof access ladder, plating installed behind the blade, blade swipers installed, rear axle hub meter and Rock Guard Glass Filled Primer on sub-frame.	\$11,231.00
TOTAL PRICE		\$84,601.00

F.E.T. Federal Excise Tax		+ \$	N/A
F.E.T. Tire Credit-Quan	X \$	- \$	N/A
MN State Tax (where applicable)		+ \$	N/A
Freight		+ \$	Included
Other		+ \$	Included
Balance Due at delivery:		\$	84,601.00

The purchaser agrees to accept the equipment listed and described above, on arrival, and to pay therefore the total Cash Price (less any pre-payments theretofore made) or, balance to be payable as follows:

The purchaser further agrees:

- That a service charge of 1-1/2% per month will be charged on all past due accounts with a \$1.00 minimum. This is an annual percentage rate of 18%.
- *Special orders are non-cancelable and a minimum of 35% down payment is required on special designed trailer orders. That this document forms a legal and binding contract for both parties herein, undersigned. Any changes, additions, or deletions, must be in writing within 5 days form date accepted by Wilkens Industries, Inc.
- Any regular orders requested to be cancelled will be subject to 20% of the sale price, service charge, and or the purchaser will forfeit their down payment whichever is greater. Any request to cancel an order shall be made in writing with a detailed explanation. Wilkens Industries, Inc shall have the final approval of a request for cancellation.

Signed By:

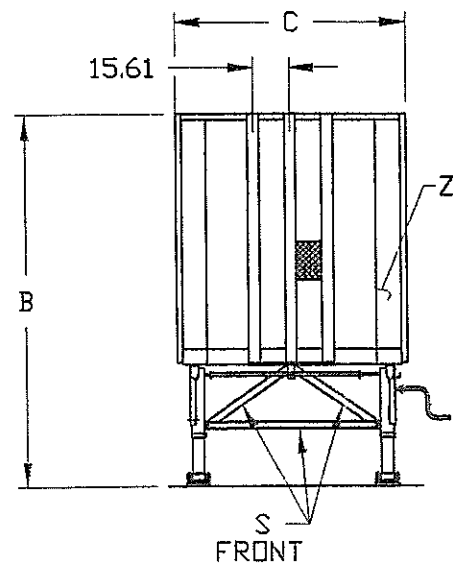
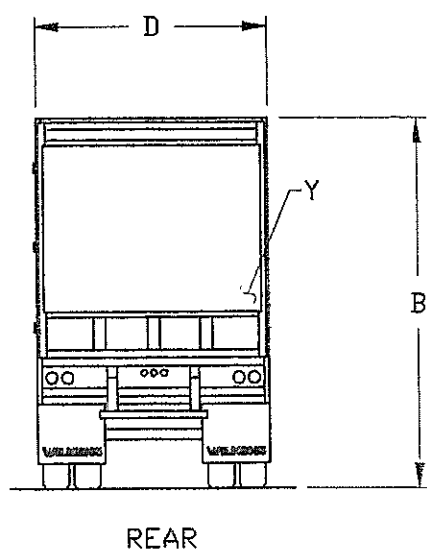
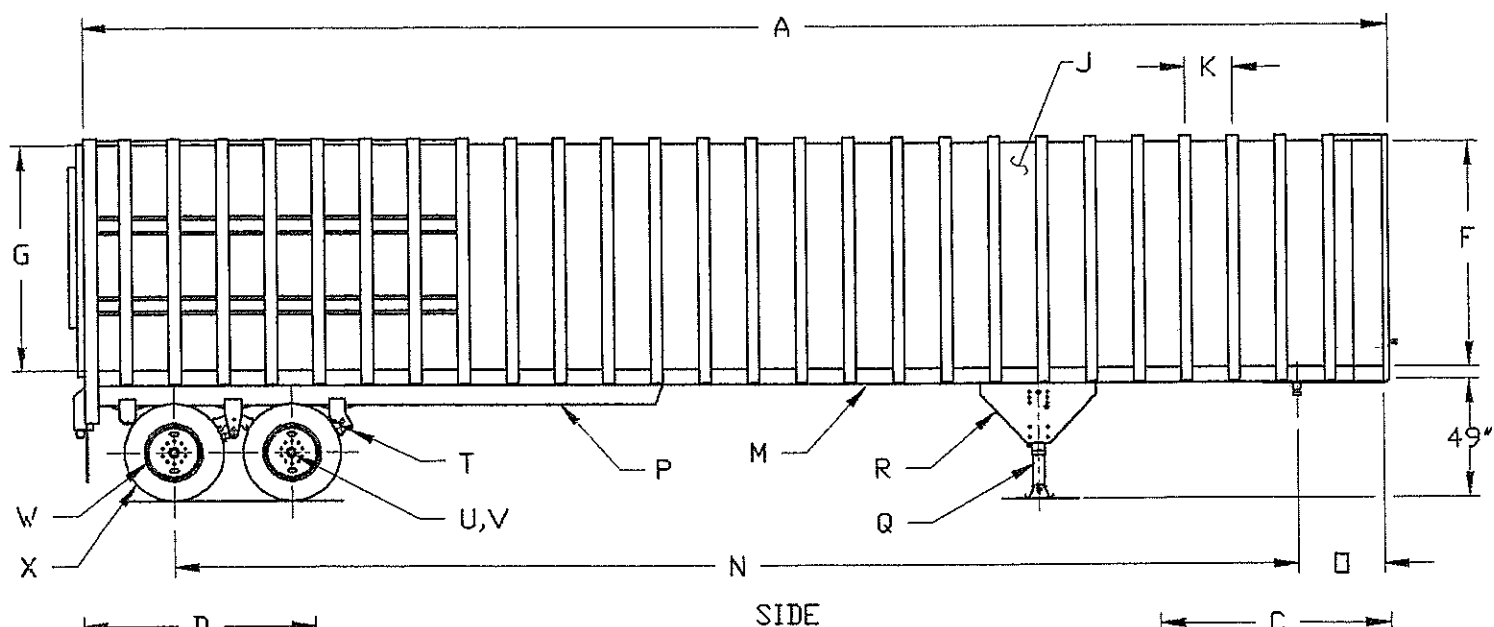
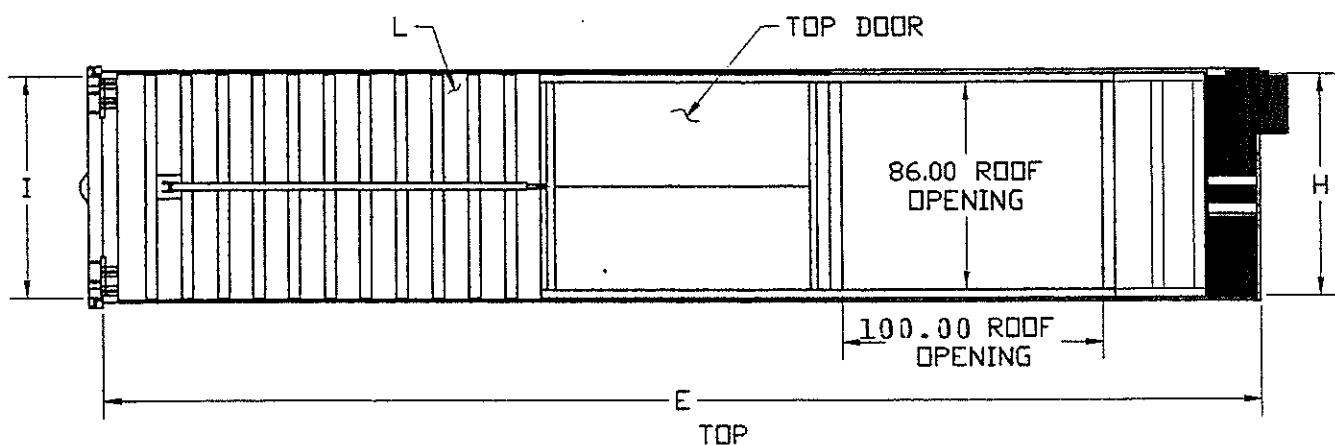
Title: Sales

Date:

Accepted By:

Title:

Date:



WILKENS INDUSTRIES, INC. WARRANTY

WARRANTY COVERAGE

WILKENS INDUSTRIES, INC. warrants to their first Purchaser only, against defects in material and workmanship on parts of only their manufacturer for a period of one (1) year from the date of delivery to the first Purchaser, if manufactured according to their recommendation, but subject to the following conditions:

THIS WARRANTY WILL BECOME NULL AND VOID AND OF NO EFFECT IF ANY PART IN QUESTION:

- (1) Has been subject to abuse, misuse, negligence or accident of any type or cause.
- (2) Has been submitted or used with parts other than genuine Wilkens parts.
- (3) Owner/Operator has not read the operation manual/instructions or has not shown any responsibility to ask for proper training and operation of such product.
- (4) Has not followed the required preventative maintenance instructions or has not completed all the post delivery service inspections and requirements.

WARRANTY DISCLAIMERS

THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WILKENS AND ITS PURCHASER MUTUALLY AGREE THAT WILKENS SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES CAUSED BY THE FAILURE OF ANY PART. ANY PART OR COMPONENT OF THIS PRODUCT NOT MANUFACTURED BY WILKENS WILL BE SUBJECT TO SAID MANUFACTURER'S WARRANTY TERMS AND CONDITIONS. WILKENS WILL ACT AS THE LIAISON FOR THE WARRANTY CLAIMS SUBMITTED FOR SUCH.

REMEDIES

Wilkens and Purchaser mutually agree that Purchaser's sole remedy under this Warranty shall be limited to the repair or replacement at Wilkens option, of any part which is defective as a result of defective material and/or defective workmanship of parts furnished by Wilkens. Wilkens, for a period of one (1) year from the date of purchase, will reimburse labor costs involved in replacing warranted parts, provided prior approval of Wilkens is obtained. A written estimate must be submitted for the work to be done and must be approved prior to any work being done, by Wilkens or its perspective suppliers, to which said work is related. Wilkens solely, shall determine whether or not any part is defective as that term is used in this Warranty. Wilkens reserves the right to require any and all parts to be returned, freight prepaid, to its factory at Morris, MN or to the perspective manufacturer's place of business for inspection. With respect to all parts not manufactured, the respective manufacturer's warranty will be assigned to Purchaser. Any work done, repairs, parts replacement etc., within the warranty period without the prior approval from Wilkens Industries, the cost of such work will be the responsibility of the person, parties, company who approved such work to be done. All warranty requests must be submitted with the V.I.N. number and the warranty number listed below.

Purchaser: _____

WILKENS INDUSTRIES, INC.
184 S County Road 22
Morris, MN 56267

Date of Purchase: _____

Vintage Number: _____

Model Number: _____

This warranty document must be signed, copied, then mailed or faxed to (320) 589-1974. Wilkens Industries, Inc 184 S County Road 22 Morris, MN 56267.

I have read this warranty and the owners/operators manual for this product and fully understand the terms and conditions of this warranty agreement.

Signed: _____

Position: _____

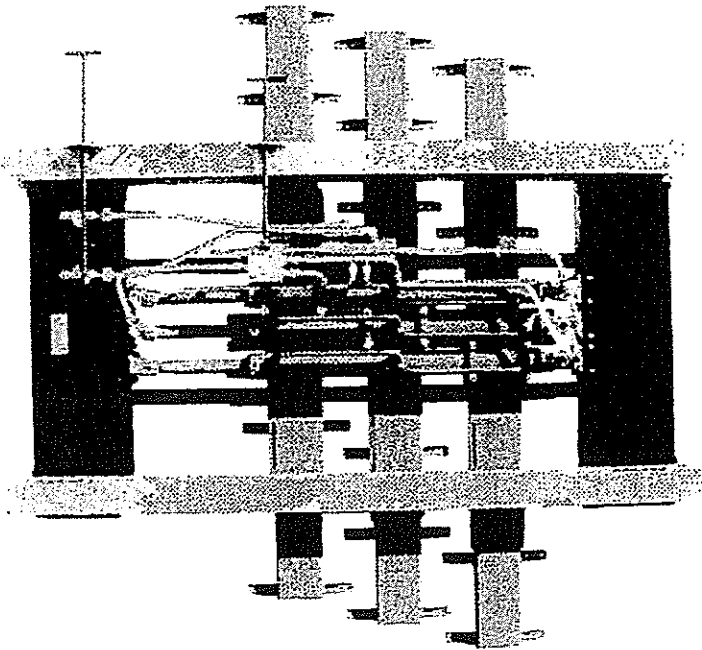
Date: _____

Two Year Warranty*

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A warranty card must be on file at KEITH Mfg. Co. to qualify for the extended warranty.

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KEITH Mfg. Co.
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www.keithwalkingfloor.com

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

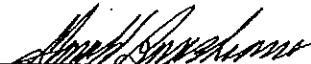
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

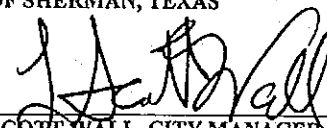
TO BE COMPLETED BY THE COOPERATIVE:

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



Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

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Vendor Contract Information

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Search:

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Refine Your Search:

Vendors

Wilkens Industries, Inc.[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

Additional Searches:

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[Browse Contracts](#)

[Instructional Materials](#)

Vendor Name: Wilkens Industries, Inc.

Address: 184 South County Rd. 22
Morris, MN 56267

Phone Number: (800) 833-6045

Email: dougs@wilkens-ind.com

Website: <http://www.wilkens-ind.com>

Federal ID: 48-1195813

Contact: Doug Storck

Accepts RFQs: Yes

Minority Owned Vendor: No

Women Owned Vendor: No

Contract Name: Refuse Bodies, Trailers & Other Bodies (Bodies 400)

Contract#: 425-13

Effective Date: 10/01/2013

Expiration Date: 09/30/2016

Payment Terms: Net 30 days

Delivery Days: 120

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Additional Info: Purchase order subject to a \$400 fee.

Additional Resources

Quote Reference Number: 425-13

Return Policy: 1 year warranty

Additional Dealers: Wilkens Service Center, Plainview TX

Contract Documents

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)

Contact us 800-695-2919



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 9.

Meeting Date: 10/05/2015

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6030**

Authorizing the Purchase of a Heil Automated Side Load Body for the Solid Waste Services Department from Heil of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

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

Background:

The requested purchase is to replace Unit 618, a 2001 year model automated side load residential solid waste truck. This is the oldest side load truck in the Solid Waste Services Department's fleet.

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

Origination:

Department of Public Works

Financial Consideration:

The Heil truck body will be purchased from Heil of Texas for \$131,694.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2015-2016 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. 6030

Quote

BuyBoard Agreement

RESOLUTION NO. 6030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A HEIL AUTOMATED SIDE LOAD BODY FOR THE SOLID WASTE SERVICES DEPARTMENT FROM HEIL OF TEXAS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Heil of Texas, through the Texas Local Government Purchasing Cooperative (BuyBoard), a Heil Python 28yd Full Eject Automated Side Load Body, at a total price of One Hundred Thirty One Thousand Six Hundred Ninety Four Dollars and No Cents (\$131,694.00), 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 2015-2016 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 _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

Heil of Texas

1440 South Loop 12 Irving, Texas 75060
Phone: (972) 438-6488 Fax: (972) 438-5564
Email: tomhafer@heiloftexas.com

To: **Michael Springer**
City of Sherman
811 S. East St..
Sherman, Texas 75091



Quotation

Quote #: Q-00668-1
Date: 08/31/2015 9:11 AM
Expires On: 10/31/2015



SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
TOM HAFER	x	tomhafer@heiloftexas.com	HOT	Net 30



BuyBoard Contract #425-13 Item 23

QTY	PART #	PRODUCT NAME	DESCRIPTION
1	ASL001	ASL	Heil DP Python 28 yd.ASL- Full Eject
1	ASL007	Mount	Full Factory Mount @ Heil
1	ASL010	Service Hoist	Full Eject w/ Service Hoist Kit
1	ASL021	PTO / Pump	OIGAI - Front Mount Tandem Vane Pump
1	ASL031	Work Lights	Hopper & Lift LED Work Light Kit—in cab switch
1	ASL041	LED	Front Oval LED Amber Strobes
1	ASL050	Floor Liner	Hopper & Body Floor Liner (3/16-150,000psi)
1	ASL042	LED	LED Type Body Lights- Petersen Multi-Function Smart Light
1	ASL043	LED	Body Side Backing Assist Lights
1	ASL035	Tool Box	Tool Box (Aluminum) Bumper Mounted (18x18x24)
1	ASL036	Fender	Fender Extension Kit
1	ASL037	Warranty	One (1) Year Hydraulic / Body Warranty
1	ASL038	Fire Extinguishers	Dual Fire Extinguishers (20 lb.)w/ Brackets
1	ASL039	Remote Lift	Remote Lift Controls- mounted under seat
1	ASL040	Camera System	AWT-3 rd Eye (3) camera system / color monitor 7"
1	ASL044	Mud-flaps	Mud-flaps front / behind rear wheels
1	ASL045	Grabbers	Belt Grabbers –spring loaded for 60-90 gal. carts/ & HOT add-on
1	ASL046	Hopper	Hopper Hood
1	ASL047	Hopper Cover	Manual Hopper Cover
1	ASL048	Broom/Shovel Kit	Broom & shovel Kit – mounted underbody for clean-out
1	ASL049	Hopper	Severe Duty Packer Wear Bar kit
1	ASL050	Delivery	Delivery to the City of Sherman Solid Waste Office
1	ASL051	UP-CHARGE	Upcharge: Price Increase for 425-13 Contract
1	ASL052	FREIGHT	Freight from FT. PAYNE AL.. To Irving, Texas
1	ASL053	FEE	BUYBOARD fee if not included w/ Chassis dealer
			TOTAL PRICE: \$131,694.00

TERMS AND CONDITIONS

1. General

No terms or conditions of Buyer's purchase order which is different from or in additions to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS until officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations of agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent.

2. Price and Payment

a) Price quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including , without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS, in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

c) TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Texas.

3. Delivery

a) If within 5 days after receipt of the goods, Buyer fails to notify the Seller in writing of any non-conforming goods, Buyer shall be deemed to have accepted the goods delivered.

b) Deliveries dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and other data required to be furnished by the Buyer.

c) If shipment or delivery is delayed because of an act or omission of the Buyer, payment shall be due upon notification by Seller that goods are ready for shipment. Buyer shall pay any additional charges including, but not limited to, cost of storage, handling, and insurance.

4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATIONS IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

5. Delays

Sellers shall not be liable for the failure or delay in performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, order or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, cost or goods and profit.

8. Miscellaneous

This agreement shall be binding upon the successors and assigns of the parties. If any provision herein is found to be invalid as a matter of law or by public policy, it shall be considered severed from the remainder of the provisions which shall remain in full force and effect. This agreement shall be governed by the law of the State of Texas.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X

Date _____

Customer Approval to Process Order Date

Thank you for the opportunity to earn your business!

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.
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 - 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.
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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

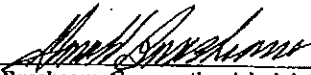
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

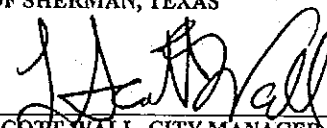
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
Gerald Brashears, Cooperative Administrator

Date: 7-15-02

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: 
L. SCOTT WALL, CITY MANAGER

Date: 5/28/2002

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 10.

Meeting Date: 10/05/2015

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6031**

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 636, a 2004 year model front load commercial solid waste truck. This is one of the oldest front load trucks 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 \$119,200.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2015-2016 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. 6031

Quote

BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 6031

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 Nineteen Thousand Two Hundred Dollars and No Cents (\$119,200.00), 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 2015-2016 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 _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Heil of Texas

1440 South Loop 12 Irving, Texas 75060
Phone: (972) 438-6488 Fax: (972) 438-5564
Email: tomhafer@heiloftexas.com

To: **Michael Springer**
City of Sherman
811 S. East St..
Sherman, Texas 75091



Quotation

Quote #: Q-00669-1
Date: 08/31/2015 9:11 AM
Expires On: 10/31/2015



SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
TOM HAFER	x	tomhafer@heiloftexas.com	HOT	Net 30



BuyBoard Contract #425-13 Item 24

QTY	PART #	PRODUCT NAME	DESCRIPTION
1	FL001	Front Loader	Heil HHP-40 yd Front Load – Full Eject
1	FL007	Mount	Full Factory Mount @ Heil
1	FL010	Service Hoist	Full eject w/ Service Hoist Kit
1	FL021	PTO / Pump	Front Mount Vane Pump
1	FL031	Work Lights	Dual LED Container Work Lights—in cab switch
1	FL041	Ladder	Roof Access Ladder
1	FL050	Floor Liner	Hopper Floor Liner (3/16-AR400)
1	FL042	LED	LED Type Body Lights- Petersen Multi-Function Smart Light
1	FL043	LED	Body Side Backing Assist Lights
1	FL035	Tool Box	Tool Box (Aluminum) Bumper Mounted
1	FL036	Fender	Fender Extension Kit
1	FL037	Warranty	One (1) Year Hydraulic / Body Warranty
1	FL038	Fire Extinguishers	Dual Fire Extinguishers (20 lb.)
1	FL039	Cab Protector	Cab Protector Extension Raise Switch
1	FL040	Camera System	AWT-3 rd Eye single camera/ color monitor 7"
1	FL044	Mud-flaps	Mud-flaps behind rear wheels
1			
1	FL050	FEE	BuyBoard Fee if not included w/ Chassis dealer
1	FL051	UP-CHARGE	Upcharge: Price Increase for 425-13 Contract
1	FL052	FREIGHT	Freight from FT. PAYNE Al.. To Irving, Texas
			TOTAL PRICE: \$119,200.00

TERMS AND CONDITIONS

1. General

No terms or conditions of Buyer's purchase order which is different from or in additions to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS unit officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations of agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent.

2. Price and Payment

a) Price quoted herein are exclusive of all taxes. Any taxes levied or which may become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including , without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS, in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

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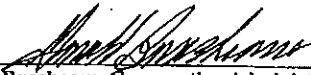
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3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion 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:

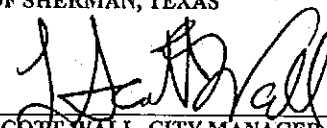
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
Gerald Brashears, Cooperative Administrator

Date: 7-15-02

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: 
L. SCOTT WALL, CITY MANAGER

Date: 5/28/2002

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 11.

Meeting Date: 10/05/2015

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6032**

Authorizing the Purchase of a New International 4300 Peterson Lightning Loader Cab and Chassis for the Solid Waste Services Department from Southwest International Trucks through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new International 4300 Petersen Lightning Loader Brush Truck from the BuyBoard for use within the Solid Waste Services Department

Background:

This purchase will replace Unit 644, one of the oldest brush trucks in the fleet, which has experienced increasing maintenance costs because of its age.

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 new International 4300 Petersen Lightning Loader Brush Truck will be purchased from Southwest International Trucks, through the BuyBoard, for \$139,015.42. Funding for this purchase was appropriated in the fiscal year 2015-2016 Solid Waste Services budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the vehicle through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6032

Quote

BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 6032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW INTERNATIONAL 4300 PETERSEN LIGHTNING LOADER CAB AND CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM SOUTHWEST INTERNATIONAL TRUCKS 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 Southwest International Trucks, through the Texas Local Government Purchasing Cooperative (BuyBoard), a new International 4300 Petersen Lightning Loader brush truck cab & chassis, at a total price of One Hundred Thirty Nine Thousand Fifteen Dollars and Forty Two Cents (\$139,015.42), 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 2015-2016 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 _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

Texas Local Government Purchasing Cooperative
The Buy Board

PRICING WORKSHEET									
Buying Agency: City of Sherman Texas				Date Prepared			08/31/2015		
Southwest International Trucks				Contract 430-13					
Product Description: 2016 International 4300 Petersen Lightning Loader									
33,000 GVWR				4300 4x2 is base chassis					
Contact Person: Mike Springer				Item: Base Chassis Bid			\$ 54,300.62		
B: Options Option cost is 80% of MSRP									
2 front tow hooks		58.40		circuit breakers		79.20			
HD frame rails		820.40		Cummins ISB 240 hp/560 torq		2,454.00			
License plate holder		23.20		Allison 3500 RDS 5 spd auto trans		7,036.00			
wheelbase		279.20		synthetic trans oil		162.40			
Meritor 12K front axle		296.80		auto neutral		103.20			
12,000 front springs		147.20		Dana 21060 21K rear axle		223.20			
ABS truck air brakes		814.40		23.5 k rear springs		106.40			
Bendix AD9 air dryer		360.00		70 gal fuel tank		148.00			
Cummins 18.7 cfm air compressor		55.20		trans temp gage		38.40			
F&R brake dust shields		84.00		air ride driver seat		92.80			
tilt steering wheel		100.00		2 man passenger seat		264.80			
Sheppard power steering		88.00		air ride cab		457.60			
switchback horizontal exhaust		582.40		air conditioner		658.40			
cigar liter/power source on dash		38.40		spare wheel		160.00			
body builder wiring		80.00		8.25 x 22.5 Maxion F&R wheels		233.60			
AM FM bluetooth radio		386.40		Continental 11R HSR2 Front tires		81.60			
back up alarm		96.00		Continental 11R HDR2 rear tires		275.20			
terminal power source on dash		31.20							
air horn		75.20							
Municipal silver package		105.60							
Subtotal Column 1: \$ 4,522.00				Subtotal Column 2:				\$12,574.80	
Total Options								\$ 17,096.80	
CHASSIS WITH FACTORY OPTIONS								\$ 71,397.42	
TOTAL BODY PRICE				See attached body spec sheet					
				Heil QuoteQ-00667-1 Petersen LL TL3				\$66,953.00	
Additional Options:									
Buy Board Fee								400.00	
Transportation								0.00	
DOT Inspection with Fire Extinguisher and Road Flare Kit								265.00	
PRICE IS GOOD FOR TRUCKS ORDERED BY NOVEMBER 15, 2015									
TOTAL BUY BOARD PRICE								\$139,015.42	
Calvin Lewis									
Southwest International Trucks-Mckinney									
Mckinney, Texas, 75070									
Fax# 972-629-3601									
Office# 972-629-3608									
E-mail Address: calvin.lewis@swit-tx.com									
To purchase this unit, please issue a purchase order to Southwest International Trucks, Inc. and send it to the Buy Board.									
We will order your truck when we receive notification from the Buy Board of your purchase order.									
Thank you,									
Calvin Lewis									

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT **RECEIVED JUL 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

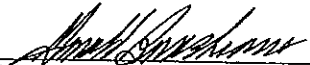
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11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
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.

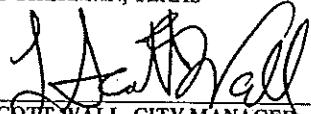
TO BE COMPLETED BY THE COOPERATIVE:

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. F. 1.

Meeting Date: 10/05/2015

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 2**

Approving the Greater Texoma Utility Authority's Intention to Execute Change Order No. 2 for Construction of the Sherman Wastewater Treatment Plant Headworks Lift Station Replacement and Electrical Upgrade

Issue:

Approving the intention of the Greater Texoma Utility Authority (GTUA) to execute Change Order No. 2 for construction of the Sherman Wastewater Treatment Plant (WWTP) Headworks Lift Station Replacement and Electrical Upgrade

Background:

The new pumps bid for the project required base elbows on the pumps and pump adapters to facilitate bids from several potential pump bidders. The Flygt pumps proposed for use in the project do not require the base elbows with adapters. Flygt is offering a credit of \$43,686.92 to delete the elbows and adapters that are not needed with their pump system.

Origination:

Department of Utilities Administration

Financial Consideration:

The Change Order results in a decrease in the project price of \$43,686.92, yielding a revised contract amount of \$4,616,245.94.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to execute Change Order No. 2 with Crescent Constructors, Inc. for construction of the Sherman WWTP Headworks Lift Station Replacement and Electrical Upgrade.

Alternatives:

As may be directed by the City Council

Attachments

Engineer Recommendation

Change Order No. 2

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

September 25, 2015

Mr. Drew Satterwhite, P.E.
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

**Re: Sherman WWTP Headworks Lift Station Replacement and Electrical Upgrade
Construction Change Order #2**

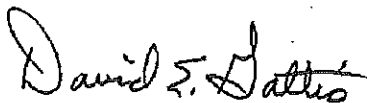
Dear Mr. Satterwhite:

The project bid documents included bid item PE.1.2 for 14" x 14" pump base elbows to facilitate bids from other potential pump vendors. Please reference the attached Flygt pump bid proposal. The pump bid proposal also included bid item PE.1.4 for four 12" x 14" pump base adapters for the four existing pumps to be transferred to the new lift station. The pumps bid by Flygt require 12" x 14" base elbows or 14" x 14" base elbows with adapters. Flygt has proposed to provide seven 12" x 14" base elbows and delete bid item PE.1.4 in the amount of \$31,062.92 for the four adapters. Flygt is also proposing to reduce bid item PE.1.1 by \$12,624.00 for the three new pumps for deleting adapters included with the new pumps. The Sherman utility personnel agree with the proposed changes.

The attached proposed change order #2 reduces the contract price by another \$43,686.92 for the above mentioned base elbow and adapter changes.

We recommend that the Greater Texoma Utility Authority approve the proposed change order #2 reducing the contract with Crescent Constructors, Inc. to \$4,616,245.94.

Sincerely,
FREEMAN - MILLICAN, INC.



David E. Gattis, P.E.

Enclosure

Copy:

Sherman, Mark Gibson, Director of Utilities

Mr. Drew Satterwhite, P.E.
July 2, 2015

Page 2

CHANGE ORDER NO. 2

PROJECT: City of Sherman – WWTP Headworks Lift Station Replacement and Electrical Upgrade
OWNER: Greater Texoma Utility Authority
CONTRACTOR: Crescent Constructors, Inc.
ENGINEER: Freeman - Millican, Inc.
Dallas, Texas
DATE: 08.31.2015

TO THE CONTRACTOR: You are hereby authorized, subject to the Contract provisions, to make the following changes:

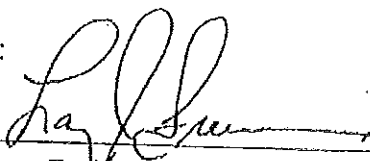
1. The Bid Documents included an item for four (4) adapters to be furnished for the existing 12" pumps so that they would fit on 14"X14" base elbows. Flygt, the successful bidder, has offered a 12" pump, same as the existing pumps and 12"X14" pump bases for the existing pumps and the three new pumps. This will allow the existing and new pumps to be used with the 12"X14" adapters which they will also furnish. The net result is a reduction in the Contract Amount of \$43,686.92.

SUMMARY

1. Deduct for adapters (\$43,686.92)

Original Contract Amount:	\$ 4,777,000.00
Net Addition/(Reduction) - Previous Change Orders	\$117,067.14
Addition/(Reduction) - This Change Order	\$43,686.92
Revised Contract Amount:	\$ 4,616,245.94
Original Contract Time:	456 Days
Time Extension/(Reduction) - Previous Change Orders	0 Days
Time Extension/(Reduction) - This Change Order	0 Days
Revised Contract Time	456 Days

RECOMMENDED:

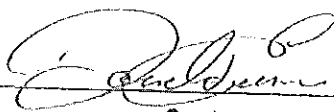


Freeman - Millican, Inc.

08.31.15

Date

APPROVED:



Contractor

08/24/15

Date

Owner

Date

GTUA/CITY OF SHERMAN
 WWTP Headworks Lift station Replacement and Electrical Upgrade
 Change Order No. 2

ORIGINAL BID FROM FLYGT

Bid Item	Description	Quantity	Unit	Unit Price	Total Amount of Bid
PE.1.1	Submersible Pumps with Motors including Power Cables, Chain, Monitoring, Relay Modules and 12"X14" Adapters	3	Each	\$ 94,117.10	\$ 282,351.30
PE. 1.2	Pump Bases	7	Each	\$ 5,498.26	\$ 38,487.82
PE. 1.3	Guide Systems	7	Each	\$ 2,725.89	\$ 19,081.23
PE. 1.4	12"X14" Adapter Inserts for Existing Pumps installed in Field	4	Each	\$ 7,765.73	\$ 31,062.92
PE. 1.5	Remove and Install Power and Control Cables	4	Each	\$ 6,207.30	\$ 24,829.20
PE. 1.6	Factory Performance Test- Owner Witnessed	1	L.S.	\$ 23,655.01	\$ 23,655.01
Total Amount of Bid (Bid Items PE. 1.1- PE. 1.6)					\$ 419,467.48

PROPOSED CHANGES TO BE INCLUDED IN CHANGE ORDER NO. 2

Delete 12"X14" Adapter Inserts from PE.1.1	Rebate for 12"X14" Adapter Inserts Installed in Factory	3	Each	\$ 4,208.00	\$ 12,624.00
Delete Bid Item PE. 1.4	12"X14" Adapter Inserts for Existing Pumps installed in Field	4	Each	\$ 7,765.73	\$ 31,062.92
Total Reduction					\$ 43,686.92



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 1.

Meeting Date: 10/05/2015

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of Approximately 200 Acres of Land Near Lamberth Road and Shady Oaks Drive, Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of approximately 200 acres of land near Lamberth Road and Shady Oaks Drive, lying adjacent to the Sherman city limits and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

In September 2015, a majority of property owners in the approximately 200 acre tract that encompasses Carriage House Estates, Lamberth Road Estates, Shady Oaks Subdivision, and various unplatted tracts of land, adjoining the Sherman city limits and in the City's ETJ, filed a petition for voluntary annexation.

State law requires the City Council to conduct two (2) public hearings on its intent to annex and the provision of services no later than (40) days nor earlier than twenty (20) days before the introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Origination:

City Manager Robby Hefton and the Petitioners

Financial Consideration:

If annexed, the water mains would be replaced in an effort to bring the system up to City standards. The estimated annual property tax revenues would be about \$110,000.00.

Staff Recommendation:

It is recommended that the schedule for annexation be approved and that the required public hearings be set for November 2, 2015, November 16, 2015, and December 7, 2015 (regular City Council meetings).

Alternatives:

No alternatives are recommended.

Attachments

Annexation Scheduling Plan

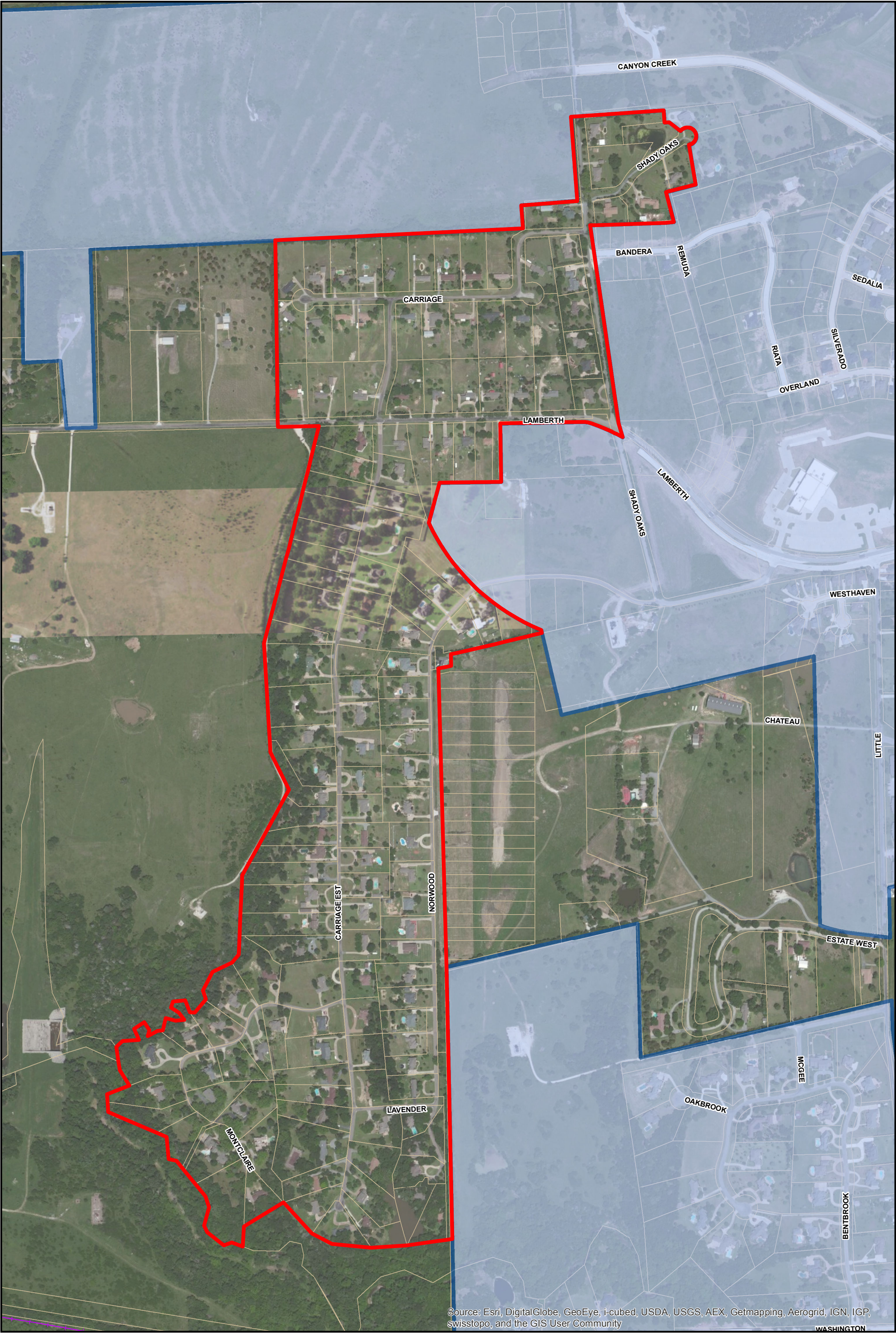
Location Map

ANNEXATION SCHEDULING PLAN

**Annexation of
Carriage House Estates; Plat Recorded 2/18/1976, Vol 5, Pg 24 and
Replat Recorded 4/29/1976, Vol 5, Pg 25
Lamberth Road Estates; Plat Recorded 3/16/1976, Vol 5, Pg 26
Shady Oaks Subdivision; Plat Recorded 11/3/1987, Vol 8, Pg 127
Unplatted Properties on Montclair Drive**

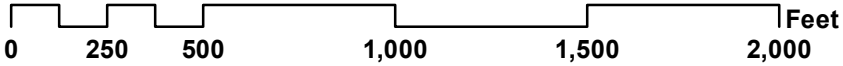
- Wednesday, October 21, 2015..... Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
- Thursday, October 22, 2015..... Post notice on City's website, newspaper and City Hall for City Council's 1st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
- Thursday, October 29, 2015..... Post notice of 1st Public Hearing under the Open Meetings Act.
- Monday, November 2, 2015..... City Council's 1st Public Hearing on intent to annex and service plan.* (Regular Meeting)
- Thursday, November 5, 2015..... Post notice on City's website, newspaper and City Hall for City Council's 2nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
- Thursday, November 12, 2015..... Post notice of 2nd Public Hearing under the Open Meetings Act.
- Monday, November 16, 2015..... City Council's 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
- Thursday, December 3, 2015..... Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
- Monday, December 7, 2015..... City Council Public Hearing for introduction and consideration of adoption of annexation ordinance. (Regular Council Meeting)

* If more than twenty adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one of the public hearings must be held in the area to be annexed.



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Annexation of Approximately 200 Acres in the ETJ





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 2.

Meeting Date: 10/05/2015

Prepared By: Don Keene, Director of Administration and Finance

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Director of Administration and Finance Don Keene's Presentation on Proposed Fire Inspection Fees

Issue:

Presentation on proposed fire inspection fees

Background:

Director of Administration and Finance Don Keene will provide the Council with a presentation on the fire inspection program and related fire inspection fees proposed for fiscal year 2015-2016.

Origination:

City Manager's Office

Financial Consideration:

There is no cost associated with this presentation.

Staff Recommendation:

Staff seeks Council approval to introduce an ordinance at a future City Council meeting that would propose fire inspection fees for Council approval.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 3.

Meeting Date: 10/05/2015

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, 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/Walk" on Saturday, December 5, 2015

Issue:

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

Background:

The event will begin at 8:45 a.m. and will follow the route outlined on the attached map. The event will require barricade placement and removal as well as police officers to maintain safety at certain points along the route.

Origination:

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

Financial Consideration:

Barricade placement and removal and police support provided by the City

Staff Recommendation:

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

Alternatives:

As directed by the Council

Attachments

"Run Run Rudolph" Request Letter

"Run Run Rudolph" 5K Course



September 5, 2015

Robby Hefton
City of Sherman
220 West Mulberry Street
Sherman, TX 75090-5832

Dear Mr. Hefton,

We are requesting to hold the 5th Annual St. Mary's Run Run Rudolph 5K and Family Fun Run/Walk on Saturday, December 5, 2015. We are estimating 400 runners to participate and respectfully request traffic support as well as cones to be placed along the 5K route. The Fun Run starts at 8:45 a.m. and the 5K 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. Our route has changed at the request of Assistant Chief Bob Fair in order to make it safer for our volunteers and race participants. Please see the attached proposed route.

We hold events such as these to help offset tuition costs so that we can offer an affordable Christian Education for all families who desire this for their children. I sincerely appreciate your consideration of this event. If you have any questions, please feel free to contact me at (903)436-5502.

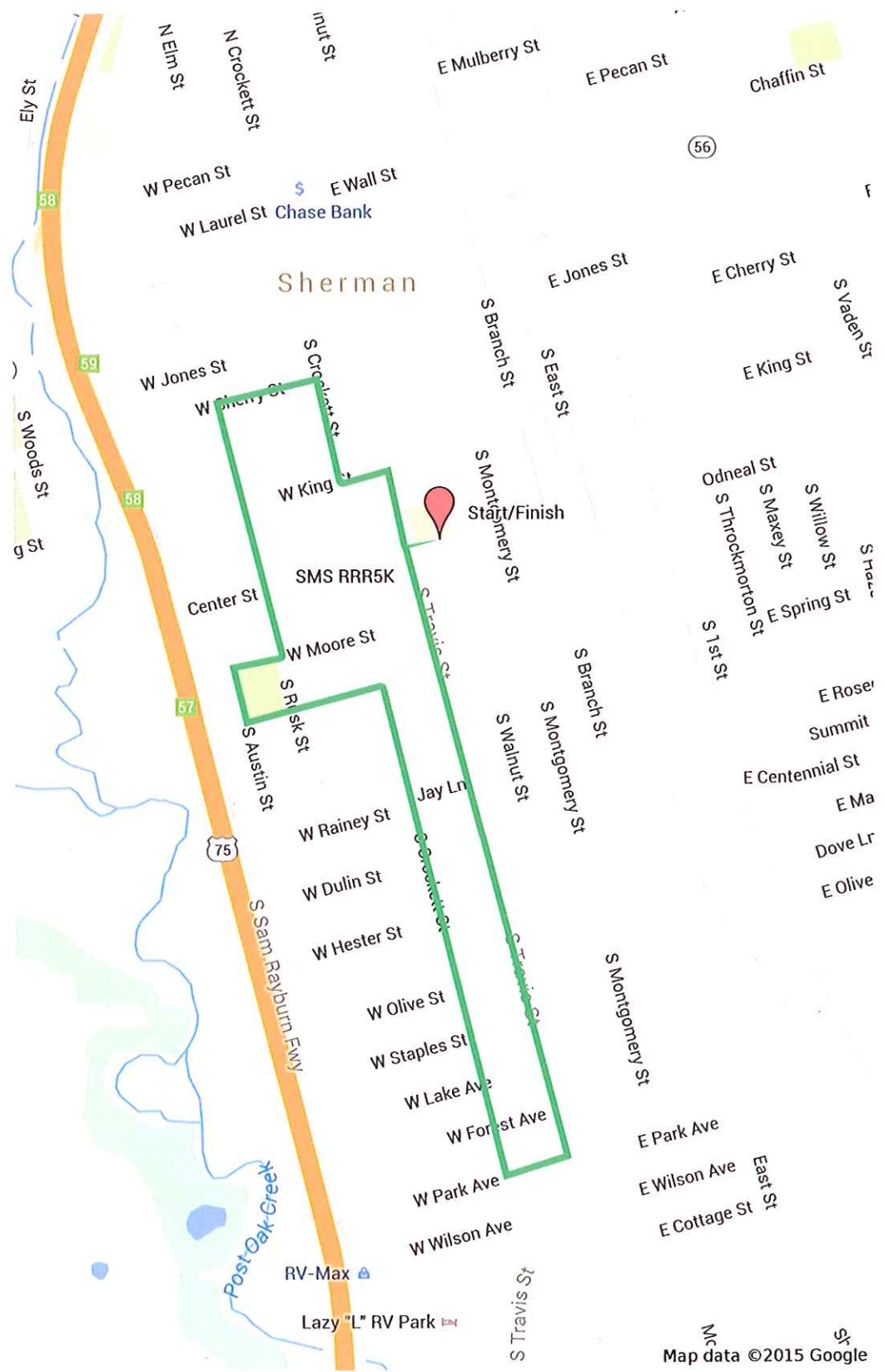
Sincerely,

Donnette Diehl
RRR5K Race Director
ddiehl@stmarys-sch.org

St. Mary's Run Run Rudolph 5K Course

St. Mary's Run Run Rudolph 5K

-  SMS RRR5K
-  Start/Finish





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. N.

Meeting Date: 10/05/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2015 Council Calendar

2015

JANUARY						
S	M	T	W	T	F	S
				1	2	3
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FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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31						

JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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27	28	29	30			

OCTOBER						
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NOVEMBER						
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29	30					

DECEMBER						
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20	21	22	23	24	25	26
27	28	29	30	31		

1/5/2015	Regular City Council Meeting - Cancelled
4/21/2015	Called Budget Planning Meeting in Council Chambers
06/25-26/2015	Called Budget Workshop in Council Chambers - Second Day Cancelled
9/8/2015	Labor Day/Called Council Meeting on 09/8/2015
9/15/2015	12 noon Called Joint Meeting with SEDCO Board
