

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 3, 2016
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER TAMMY JOHNSON**
- A. 3. INVOCATION BY COUNCIL MEMBER TAMMY JOHNSON**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 19, 2016**

Proclamations

- B. 1. PROCLAMATION**
"National Disability Employment Awareness Month" – October 2016
- B. 2. PROCLAMATION**
"Lions White Cane Day" – October 8, 2016

Consent Agenda

- C. 1. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

- D. 1. RESOLUTION NO. 6140**
Authorizing the City Manager to Execute a Contract with The Sherman Museum for Expenditure of a Portion of the Funds Collected by the City of the Hotel/Motel Occupancy Tax
- D. 2. RESOLUTION NO. 6141**
Authorizing Execution of a Professional Services Agreement with Freese and Nichols, Inc., a Texas Corporation, for the Development of a Stormwater Utility Fee Study

- D. 3. * RESOLUTION NO. 6142**
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)
- D. 4. * RESOLUTION NO. 6143**
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)
- D. 5. * RESOLUTION NO. 6144**
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)
- D. 6. * RESOLUTION NO. 6145**
Authorizing the Purchase of a New Kenworth Transfer Tractor for the Solid Waste Services Department from MHC Kenworth-Dallas through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 7. * RESOLUTION NO. 6146**
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)
- D. 8. * RESOLUTION NO. 6147**
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)
- D. 9. * RESOLUTION NO. 6148**
Authorizing Execution of an Encroachment Easement to Sam Thorpe for the Installation of a Sanitary Sewer Service Lateral Line within the West Side of the Ricketts Street Right-of-Way for Sanitary Sewer Services at 122 South Ricketts Street in the City of Sherman

Requests to Advertise

- E. 1. REQUEST TO ADVERTISE**
Annual Cost Reporting System for Ambulance Supplemental Payment Program (ASPP) Reimbursements

Other Business

- F. 1. * 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 3, 2016

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

I. COUNCIL COMMENTS

Executive Session

J. 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 (2)

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

K. 1. OPEN MEETING

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

L. 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 September 29, 2016 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 29th day of September, 2016
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

David Plyler

Deputy Mayor

Jason Sofey

Council Members

Kevin Couch, Council-At-Large, PL #1
Jason Sofey, Council-At-Large, PL #2
Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2
Pamela L. Howeth, Council – District #3
Tammy Johnson, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 10/03/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 19, 2016

Attachments

September 19, 2016

Social Media Presentation

September 19, 2016

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR JASON SOFEY. COUNCIL MEMBERS COUCH, DAVIS, HOWETH, JOHNSON, STEELE.

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

**ORD 5988
LIFT MORATORIUM ON
BUILDING PERMITS
FOR FM 691 &
SH 289**

Brandon Shelby, City Attorney, said this action will lift the moratorium that was passed by the City Council in July 2016 to temporarily stop construction on FM 691 and SH 289 until the Council could enact Overlay Districts. The moratorium was set to expire 90 days after it was enacted, however there has been some interest in development in the area.

The Public Hearing was closed.

Ordinance 5988

ORD 5988
LIFT MORATORIUM ON

SHERMAN, TEXAS, LIFTING THE TEMPORARY MORATORIUM ON BUILDING PERMITS FOR NEW CONSTRUCTION OR MODIFICATIONS WITHIN 500 FEET OF F.M. 691 AND S.H. 289 IN THE CITY LIMITS OF THE CITY OF SHERMAN, TEXAS, WHICH WAS ENACTED BY ORDINANCE NO. 5958; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

BUILDING PERMITS
FOR FM 691 &
SH 289

ACTION TAKEN.

Motion by Council Member Steele to adopt Ordinance No. 5988, as presented. Second by Council Member Johnson.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

ADOPTION OF ORDINANCE NO. 5971

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 2016; 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 5971
LEVY OF
AD VALOREM TAXES

Mary Lawrence, Director of Finance, explained that this is the final action required to adopt the ad valorem tax rate.

ACTION TAKEN.

Motion by Council Member Steele to adopt Ordinance No. 5971, stating that the property tax rate be increased by the adoption of a tax rate \$.39430 per \$100 of valuation which is effectively a 7.5% increase in the tax rate. Second by Council Member Howeth.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6135 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN

RES 6135
FIRE SERVICE WITH
GRAYSON COUNTY

GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017.

Danny Jones, Fire Chief, said this is the City's annual contract with Grayson County for fire protection services in certain parts of the County. The contract includes a 3.5% increase over last year's rate.

ACTION TAKEN.

Motion by Council Member Johnson to adopt Resolution No. 6135, as presented. Second by Council Member Howeth.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6136 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

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, 2016 THROUGH SEPTEMBER 30, 2017.

**RES 6136
AMBULANCE SERVICE
WITH GRAYSON
COUNTY**

Chief Jones said this is the annual contract with Grayson County for emergency medical services in the County. Bill Magers, Grayson County Judge, also recommended a 3.5% increase in this rate.

ACTION TAKEN.

Motion by Council Member Couch to adopt Resolution No. 6136, as presented. Second by Council Member Steele.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6137 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH 03 CONCRETE CONTRACTORS BASED ON AN INVITATION TO BID FOR THE CONSTRUCTION OF WEST TRAVIS STREET ROADWAY IMPROVEMENTS PHASE I WITHIN THE SHERMAN CROSSROADS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH 03 CONCRETE CONTRACTORS BASED ON AN INVITATION TO BID FOR THE CONSTRUCTION OF WEST TRAVIS STREET ROADWAY IMPROVEMENTS PHASE I WITHIN THE SHERMAN CROSSROADS.

**RES 6137
WEST TRAVIS
STREET ROADWAY
IMPROVEMENTS**

Clint Philpott, City Engineer, said this is for the first phase of West Travis Street in Sherman Crossroads. The City received five competitive bids and O3 Contract Contractors was the low bid. They have completed jobs for the City in the past.

ACTION TAKEN.

Motion by Council Member Davis to adopt Resolution No. 6137, as presented. Second by Council Member Howeth.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6138 – AMENDING THE 2015-2016 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2015, THROUGH SEPTEMBER 30, 2016

**RES 6138
AMEND BUDGET**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2015-2016 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2015, THROUGH SEPTEMBER 30, 2016.

Robby Hefton, City Manager, said the budget amendment was to “true up” the spending versus the amount budgeted at the end of the fiscal year.

A large amount of the amendment includes a transfer to the group health fund. He said managing this fund is a challenge and the staff is completing plans for a “significant change in direction” for the group health fund. The City will continue to provide health insurance for the employees, and make it available for their dependents.

However, the group health plan needs to be “right-sized” to make it more comparable to other industries and other governments. Therefore, significant changes will be made to the plan.

The budget amendment will also include the new utility crew. The crew has been hired and they have their equipment, and Mr. Hefton said there is “more work than we have people for.” They are now working on projects in all parts of Sherman, and they are saving the City money.

Council Member Steele confirmed that a line being constructed near the Texas Instruments site is natural gas and not water, and is not being installed by the City. Mr. Hefton said the City does have a project that will be in that area in 2017.

COUNCIL MINUTES – SEPTEMBER 19, 2016

He said the new crew's work on water and sewer lines for one project has probably saved the City about \$100,000 to \$150,000.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Resolution No. 6138, as presented. Second by Council Member Davis.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6139 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSE TORRES CASTILLO AND CRISALIDA SERRANO GONZALEZ FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 904 NORTH MONTGOMERY STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSE TORRES CASTILLO AND CRISALIDA SERRANO GONZALEZ FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 904 NORTH MONTGOMERY STREET.

CONSENT AGENDA.

RES 6139
RESIDENTIAL TAX
ABATEMENT
(904 N. MONTGOMERY)

**REQUEST TO ADVERTISE
CONSTRUCTION OF A TEN MILLION GALLON PER DAY (10 MGD) EXPANSION OF THE CITY OF SHERMAN WATER TREATMENT PLANT**

Mark Gibson, Director of Utilities, said the staff was asking for permission to advertise for the expansion of the Water Treatment Plant. The expansion will add an additional 10 million gallons of water per day to the capacity.

REQ TO ADVERTISE
WATER TREATMENT
PLANT EXPANSION

Advertising will begin on September 27, 2016, with the pre-bid meeting with contractors held on October 17, 2016. Bids will be taken on November 1, 2016. The project is scheduled to begin in January 2017.

Mayor Plyler said many past City Councils have worked to get to this point and it is an exciting project for the City.

ACTION TAKEN.

Motion by Council Member Couch to approve the request to advertise for the construction of a 10 mgd expansion of the Water Treatment Plant, as presented. Second by Council Member Steele.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

CHANGE ORDER NO. 2

THE EROSION PROTECTION FOR FALLON BRIDGE AND KESSLER BLVD. PROJECT; ARK CONTRACTING SERVICES, LLC; \$369,274.00 DECREASE

Mr. Philpott said there were two erosion projects, one on Fallon Drive bridge and the other on Kessler Boulevard. The contractor completed the Fallon bridge project some time ago, but there were some problems with the Kessler project. The staff decided to “scale back” that project and construction was halted.

The change order is a final change order to reconcile and complete the payment with the contractor. The staff will move forward with other options on the Kessler Boulevard project.

ACTION TAKEN.

Motion by Council Member Davis to approve Change Order No. 2 to Ark Contracting Services, LLC, in the amount of a decrease of \$369,274, for the Erosion Protection for Fallon Bridge and Kessler Blvd. Project, as presented. Second by Council Member Johnson.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

CHANGE ORDER NO. 1

APPROVING GREATER TEXOMA UTILITY AUTHORITY'S INTENT TO EXECUTE CHANGE ORDER NO. 1; SAND CREEK SEWER, NORTH BRANCH; P.C. CONTRACTORS, LLC; \$19,334.64 INCREASE

The City Council approved the Greater Texoma Utility Authority's intent to execute Change Order No. 1 to P.C. Contractors, LLC, for an increase of \$19,334.64, for the Sand Creek Sewer, North Branch project.

The change order is a final, reconciliatory change order to adjust the final project quantities for the project. The additional cost is primarily due to the open cut to cross Meadowlake Drive instead of boring. The increase yields a final contract price of \$1,082,002.54.

CONSENT AGENDA.

CHANGE ORDER NO. 1

DORCHESTER WOODBINE #10 WELL REPAIR; ADVANCED WATER WELL TECHNOLOGIES; \$7,756.12 DECREASE

The City Council approved change Order No. 1 to Advanced Water Well Technologies, for a decrease of \$7,756.12 for the Dorchester Woodbine #10 Well Repair project.

The change order is a final, reconciliatory change order to adjust the final project quantities for the project. the decrease yields a final contract price of \$79,551.63.

CONSENT AGENDA.

CHANGE ORDER
FALLON BRIDGE &
KESSLER BLVD.
EROSION
PROTECTION
PROJECT

CHANGE ORDER
SAND CREEK
SEWER – NORTH
BRANCH

CHANGE ORDER
WATER WELL
REPAIR

OTHER BUSINESS

**RECEIVE REPORT FROM COMMUNICATIONS MANAGER
NATE STRAUCH REGARDING THE CITY'S PROGRESS ON
SOCIAL MEDIA**

SOCIAL MEDIA

Nate Strauch, Communications Manager, presented an update on the City's social media project. He said he had now been employed by the City for a full year, and one thing he was tasked with was getting the City up-to-date on social media.

When he began, Mr. Strauch said the City had no online "presence" on Facebook or Twitter. The Police Department and Parks and Recreation were represented, but not the City itself. He wanted the presence to enhance the feeling of the Sherman community and to participate in online discussions about the City, as well as disseminate information.

Originally he set a goal of 3,000 Facebook "likes" and 500 Twitter followers. The City fell just short on the Facebook likes but exceeded the Twitter followers with about 600 during the first year.

Mr. Strauch said most cities use social media as an extension of what they are already doing to advertise their services, inform their citizens, and "lightly scold" citizens. He wanted Sherman's page to have more community focus and to showcase good things happening, as well as drive traffic to the local media.

He showed examples of Sherman's Facebook page emphasizing the good things in Sherman and the number of people it reached. He felt citizens were looking at the page as "what's going on in the community" rather than "government telling them what to do." He added that an average post reaches 2,000 people. Statistics show that in one month, Sherman's Facebook page reaches about 11,000 people that are actually in Sherman.

Mr. Strauch showed an example of the post about the Travis Street sinkhole which showed an engagement of 216 people. He showed several examples of posts and the number of people viewing them. Don Keene, Assistant City Manager, felt it would be very useful during the winter weather notices.

In the future, Mr. Strauch said they want to continue the growth of the project and "grow" the connections. They will also have a budget this year, where none was available during the first year, and the next "frontier" for social media will be Instagram.

Council Member Steele asked about the possibility of designing a Sherman app. Mr. Strauch said an app would be very expensive and would probably not make enough impact to justify the cost. Council Member Couch said apps seem to be scaling down with mobile responses.

COUNCIL MINUTES – SEPTEMBER 19, 2016

Council Member Davis asked about the potential for public safety issues and using social media to warn people through cell phones in emergency situations.

Mr. Strauch said that would probably be more of a role for twitter, since it is a quick response media. He said the City plans to continue to build Twitter. Facebook is more in-depth.

Council Member Couch recognized the great in-house media team at the Police Department, adding that it can be an awesome tool.

He complimented Mr. Strauch on making Sherman relevant and encouraging people to be involved and be a part of the City. He also said Mr. Strauch is doing a good job keeping it updated.

Mr. Hefton said when Mr. Strauch was hired, there was a narrow vision for his position, but he has expanded it and helped to develop some long-standing policies.

CONSIDER REQUEST OF THE RESET GROUP TO TEMPORARILY CLOSE TRAVIS STREET FOR “TRICK-OR-TREAT ON TRAVIS STREET” ON THURSDAY, OCTOBER 27, 2016

The City Council approved the request of The RESET Group to temporarily close Travis Street, between Houston and Wall Streets, and Wall Street, between Walnut and Crockett Streets, for “Trick-or-Treat on Travis Street” on October 27, 2016.

The event will be held from 5:00 p.m. until 9:00 p.m. and will include Sherman Parks and Recreation, business owners, organizations, and individuals handing out candy and running old fashioned games for a family friendly event.
CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen’s requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

ARTS FESTIVAL

Council Member Couch thanked the staff members that were involved in Arts Festival this past weekend. He felt there were more people in attendance this year and said it was a “great layout.”

PANTRY BOXES

Council Member Couch thanked Kevin Winkler, Parks and Recreation Director; Theresa Hutchinson, Recreation

CLOSE STREETS
TRICK-OR-TREAT
ON TRAVIS ST.
(OCT. 27, 2016)

CITIZENS REQUESTS

MEDIA QUESTIONS

ARTS FESTIVAL

PANTRY BOXES

COUNCIL MINUTES – SEPTEMBER 19, 2016

Manager; and Steve Ayers, Director of Community and Support Services; for meeting with him to discuss his pantry box idea for several parks.

SAFETY LIGHTS ON GRAND AVENUE

Council Member Steele asked for an update on the safety lights for Grand Avenue. He recently saw another citizen “dodging” traffic and said vehicles refuse to stop on the street for pedestrians.

**SAFETY LIGHTS
ON GRAND AVE**

WORKFORCE TEXOMA ANNIVERSARY

Council Member Steele said Workforce Solutions Texoma will be celebrating their 20th anniversary this Wednesday and they will host a luncheon in celebration of the event. He thanked the City of Sherman for purchasing a table to be a part of the event.

**WORKFORCE
TEXOMA
ANNIVERSARY**

ARTS FESTIVAL

Council Member Davis said he attended Arts Festival and it was well run and well attended. He said it is a good event for Sherman.

ARTS FESTIVAL

TEXOMA COUNCIL OF GOVERNMENTS RECOGNITION

Council Member Johnson attended a Texoma Council of Governments event last week and said Britton Brooks was named “Texoma Regional Better Leader” for 2016.

TCOG RECOGNITION

ARTS FESTIVAL

Council Member Johnson said Arts Festival was a great event and she thanked Ms. Hutchinson for helping her judge the children’s art event. She complimented the staff and volunteers for their efficiency in running the event.

ARTS FESTIVAL

HISPANIC HERITAGE CELEBRATION

Council Member Howeth said she recently attended the Hispanic Heritage Festival on the Municipal Grounds and had a great time. She said there were lots of people and it was a good opportunity.

**HISPANIC HERITAGE
CELEBRATION**

WATER TREATMENT PLANT EXPANSION

Mayor Plyler reiterated how important the 10 mgd expansion of the Water Treatment Plant will be to Sherman. He thanked Mr. Gibson and the staff for moving the project forward.

**WATER TREATMENT
PLANT EXPANSION**

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

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

EXECUTIVE SESSION

COUNCIL MINUTES – SEPTEMBER 19, 2016

SECTION 551.071 CONSULTATION WITH CITY
ATTORNEY CONCERNING
PENDING OR CONTEMPLATED
LITIGATION

SECTION 551.087 DELIBERATE 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 5:40 p.m.

On Motion duly made and carried, the Executive Session
recessed at 7:14 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

SET CALLED MEETING

ACTION TAKEN.

Motion by Council Member Couch to schedule a Called
City Council Meeting for Wednesday, October 12, 2016,
at 12 noon. Second by Deputy Mayor Sofey.

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey,
Steele.

VOTING NAY: None.

MOTION CARRIED.

SET CALLED MEETING
(OCT. 12, 2016)

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
7:16 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

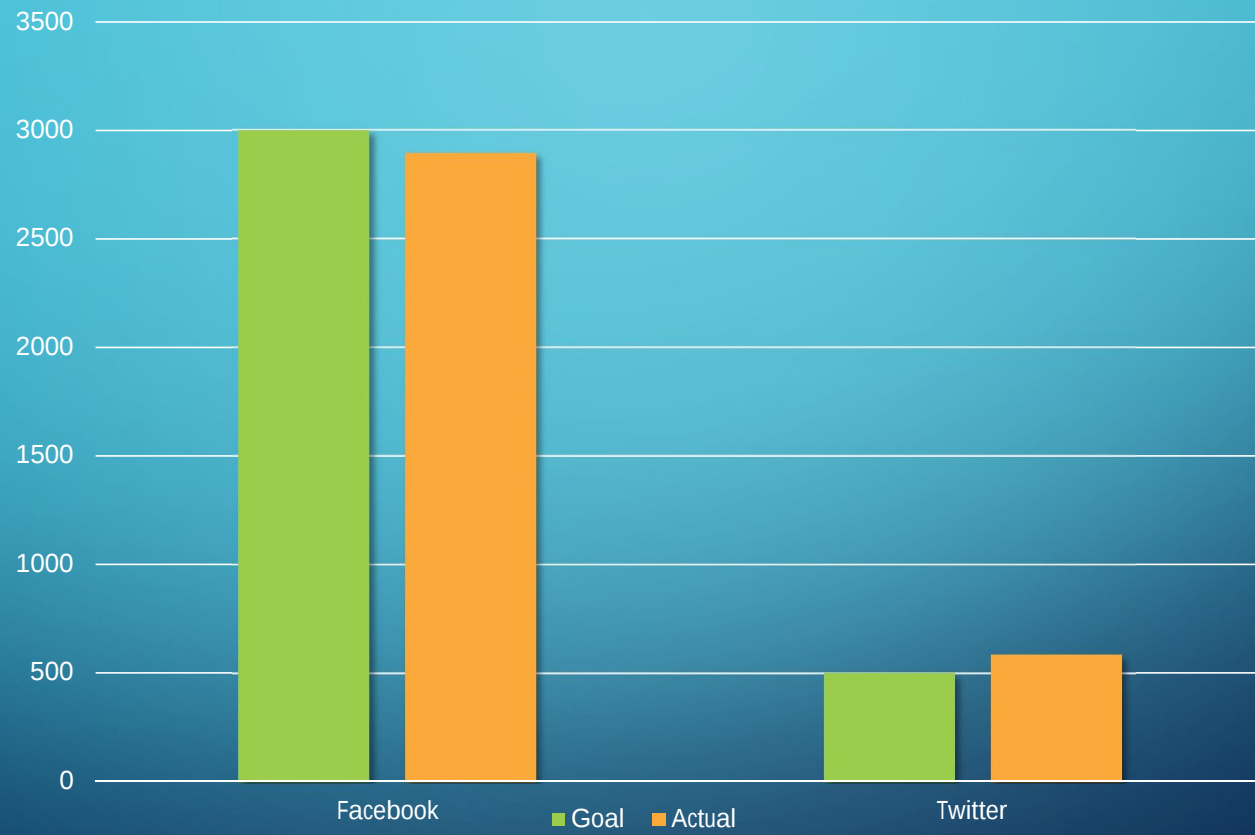
SHERMAN: SOCIALLY NETWORKED



THE IDEA

- Establish the city's presence on Facebook and Twitter
 - Disseminate information
 - Enhance a feeling of community
 - Ensure the City is an active participant in online discussion
- Develop a base of local followers
- Create permanent connections

THE GOALS



THE DECISION

- Most cities use social media as an extension of what they already do:
 - Advertise City services.
 - Broadcast information about City projects.
 - Lightly scold citizens.
- We wanted our page to be something more compelling:
 - A showcase for the good things happening around town.
 - A traffic-driver to our local media.
 - All of those other things, too

THE ANTITHESIS

	Sherman	City “P”
Population	40,000	54,000
Facebook Fans	2,900	6,300
Age of FB Page	1 year	7 years

THE ANTITHESIS

Advertise City
services



TX Municipal Government
September 17 at 1:57pm · 🌐

Spend your Sunday afternoon playing board games at the library! Available for checkout 1-5:30 p.m. Come play. <http://bit.ly/2ceYBpG>



Game On! Board Games

Tired of the board games you have at home? Want to try something new? You can borrow a board game to play at the library every Sunday from 1:00-5:30 pm.

GOV

 Like

 Comment

 Share



 2

THE ANTITHESIS

Advertise City
services

Broadcast information
about City projects

 **TX Municipal Government** updated their cover photo.
September 10 at 8:24am · 🌐

Reminder: Drivers who use Heatherwilde Boulevard should anticipate a traffic switch to the newly constructed lanes starting Saturday, September 10 (weather permitting). The city does not anticipate delays for motorists as two lanes will remain open for the traveling public. The driveway entrance from Heatherwilde Boulevard to the Texaco Convenience Store and the Jack & Jill Donut Shop is planned for temporary closure from September 10 – September 13.
Follow this project at www.██████████.gov/projects.



Like

Comment

Share

 3

THE ANTITHESIS

Advertise City
services

Broadcast information
about City projects

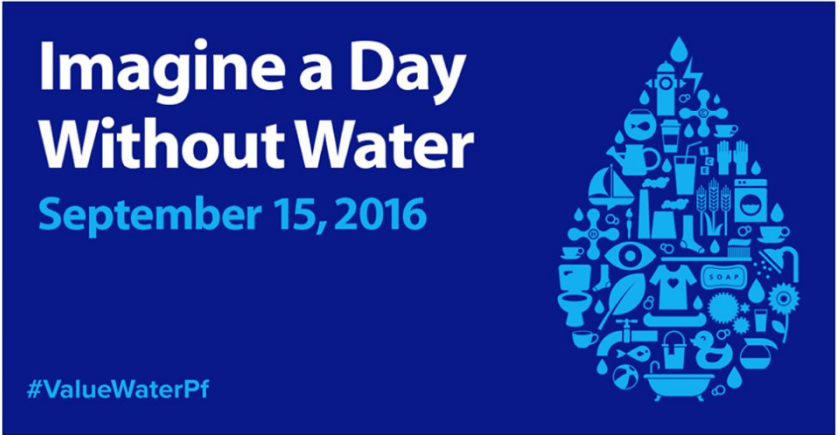
Lightly scold citizens.

 **TX Municipal Government**
September 15 at 12:00pm · 🌐

September 15, 2016 is Imagine a Day Without Water.

Can you imagine a day without water? How would you brush your teeth, clean and prepare your food or live if you didn't have water? The goal of Imagine a Day Without Water is to get the public to realize what a powerful resource water is and its impact on lives.

Do you conserve water? There are so many ways to make sure that we conserve the water we do have. While the city has plenty of water in our supply, it's important that... [See More](#)



 Like  Comment  Share

 1

THE ANTITHESIS

Advertise City
services

Broadcast information
about City projects

Lightly scold citizens.

Occasionally do
other things, too



THE DIFFERENCE

A showcase for the good things happening around town

**Sherman, Texas - Classic Town. Broad Horizon.**
September 17 at 10:04am · 🌐

The grand finale of the Color-K Fun Run and the Sherman Independent School District High School Band helped kick-off Sherman Arts Fest 2016 this morning! Come on out to the Sherman Municipal Grounds today and help us celebrate one of the biggest and best family-friendly events in Texoma!



2,161 people reached

Boost Post

928 Views

 Like

 Comment

 Share

 ▾

  Thalia Molina, Emerly Nevarez and 35 others

Chronological ▾

11 shares

THE DIFFERENCE

A showcase for the good things happening around town

A traffic-driver to our local media

**Sherman, Texas - Classic Town. Broad Horizon.**
August 18 · 🌐

BOWLING anyone? The [Herald Democrat](#) breaks the story this morning about plans to build a new bowling alley at Midway Mall - <http://bit.ly/2b6K3nr>



11,575 people reached

Boost Post

👍 Like

💬 Comment

➦ Share

S ▼

👤❤️ Jim Byron, Fonda Byron and 173 others

Chronological ▼

84 shares

View 23 more comments

THE DIFFERENCE

A showcase for the good things happening around town

A traffic-driver to our local media

All of those other things, too



Sherman, Texas - Classic Town. Broad Horizon.

August 10 · 🌐

For those who haven't been on the southwest side of town lately, here's the latest picture of the city's new elevated water storage tank under construction. Once completed, the tank will provide clean drinking water and top-notch pressure.



1,593 people reached

[Boost Post](#)



Like



Comment



Share

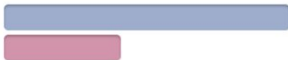


Neal Vaughn, Joshua Chaney Seydler and 33 others

3 shares

THE HIGHLIGHTS

- 204 Facebook posts

Type	Average Reach		Average Engagement	
 Photo	16,548		2,727 963	
 Video	14,174		1,335 532	
 Link	1,936		170 66	
 Status	1,927		229 61	



THE HIGHLIGHTS



Sherman, Texas - Classic Town. Broad Horizon.

August 17, 2015 · 🌐

A bit of breaking news, folks: Travis Street will be closed for the foreseeable future between Hill and College streets. Crews working on the sinkhole at that location today found the soil to be too unstable to safely keep the road open. The closure should last about three weeks. Please pass the word along.



Get More Likes, Comments and Shares

Boost this post for \$250 to reach up to 17,000 people.

10,235 people reached

Boost Post



Clay Barnett, Buffy Dunn- Todd and 11 others

5 Comments 115 Shares



Like



Comment



Share

10,235 People Reached

216 Likes, Comments & Shares

81

Likes

13

On Post

68

On Shares

13

Comments

6

On Post

7

On Shares

122

Shares

115

On Post

7

On Shares

1,083 Post Clicks

0

Photo Views

0

Link Clicks

1,083

Other Clicks ⓘ

NEGATIVE FEEDBACK

1 Hide Post

0 Hide All Posts

0 Report as Spam

0 Unlike Page

THE HIGHLIGHTS

**Sherman, Texas - Classic Town. Broad Horizon.**
September 16, 2015 · 🌐

Exciting news! The 'Old Road' is getting some new digs... Camino Viejo is moving to downtown Sherman, bringing some of the city's best Mexican food with it. The restaurant will be moving into the former Little Italy building, across the street from the [Old Iron Post](#).



🌱 **Get More Likes, Comments and Shares**
Boost this post for \$250 to reach up to 17,000 people.

6,710 people reached [Boost Post](#)

👍 Clay Barnett, Rosa Cruz-Lara and 114 others

26 Comments 31 Shares 

👍 Like

💬 Comment

➦ Share

6,710 People Reached

347 Likes, Comments & Shares

263 Likes	116 On Post	147 On Shares
52 Comments	29 On Post	23 On Shares
32 Shares	31 On Post	1 On Shares

1,060 Post Clicks

205 Photo Views	0 Link Clicks	855 Other Clicks 
---------------------------	-------------------------	--

NEGATIVE FEEDBACK

3 Hide Post	2 Hide All Posts
0 Report as Spam	0 Unlike Page

THE HIGHLIGHTS



Sherman, Texas - Classic Town. Broad Horizon.

November 2, 2015 · 🌐

Meet Allie Holtzclaw and her two-year-old brother Micah. On September 12, young Micah rode his tricycle into the deep end of the family swimming pool, sinking quickly to the bottom. Ten-year-old Allie dove in and pulled him to the surface, where Micah's parents began performing CPR until help could arrive.

For her heroic action that saved the life of her little brother, Allie Holtzclaw will become the first-ever recipient of the Sherman Fire Department's "Life Saver Award," presented at tonight's city council meeting.



Get More Likes, Comments and Shares

Boost this post for \$250 to reach up to 17,000 people.

40,235 people reached

Boost Post

👍 994

70 Comments 120 Shares

👍 Like

💬 Comment

➦ Share

40,235 People Reached

2,106 Likes, Comments & Shares

1,867

Likes

994

On Post

873

On Shares

119

Comments

72

On Post

47

On Shares

120

Shares

120

On Post

0

On Shares

6,826 Post Clicks

844

Photo Views

0

Link Clicks

5,982

Other Clicks ⓘ

NEGATIVE FEEDBACK

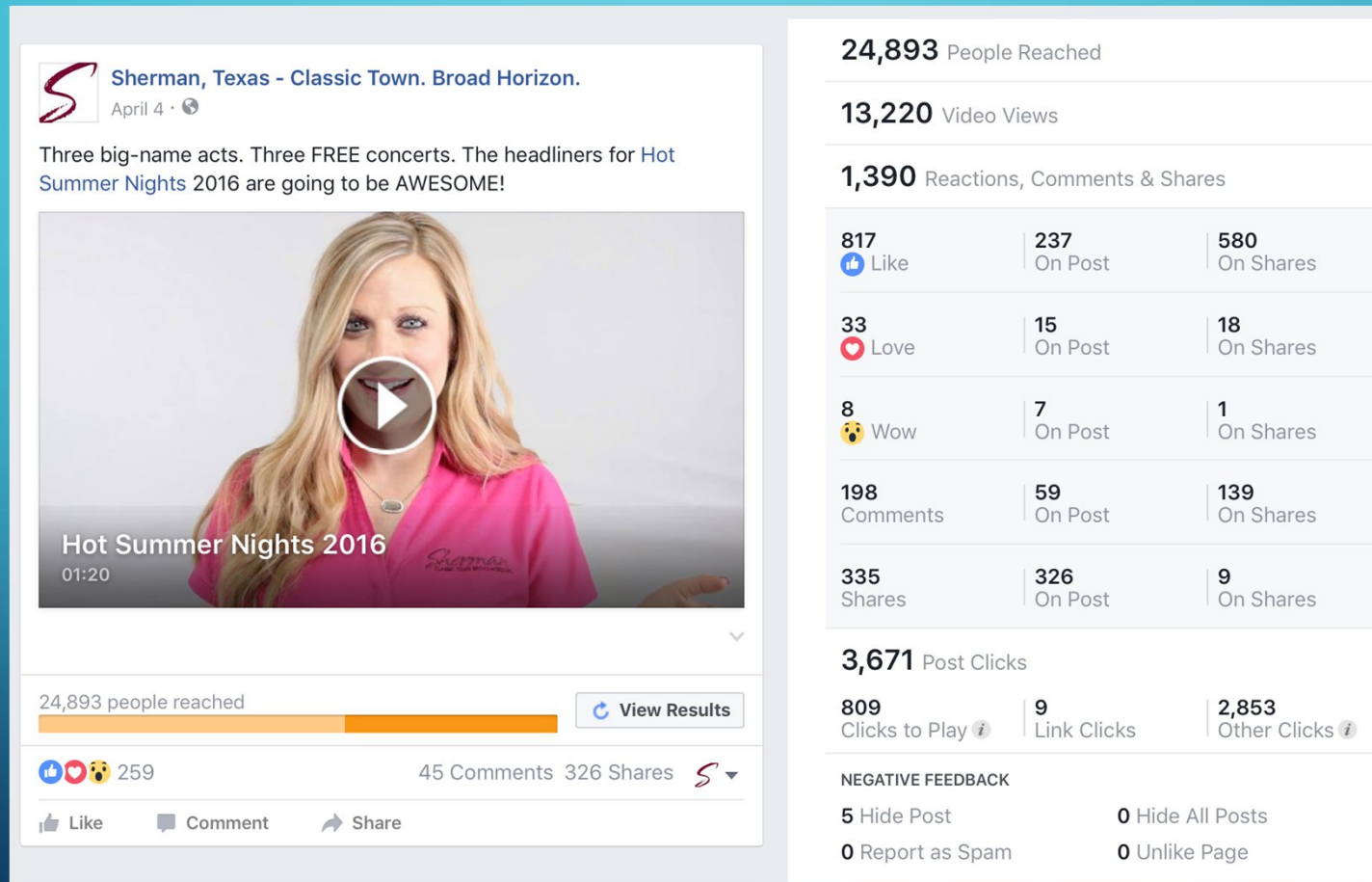
15 Hide Post

11 Hide All Posts

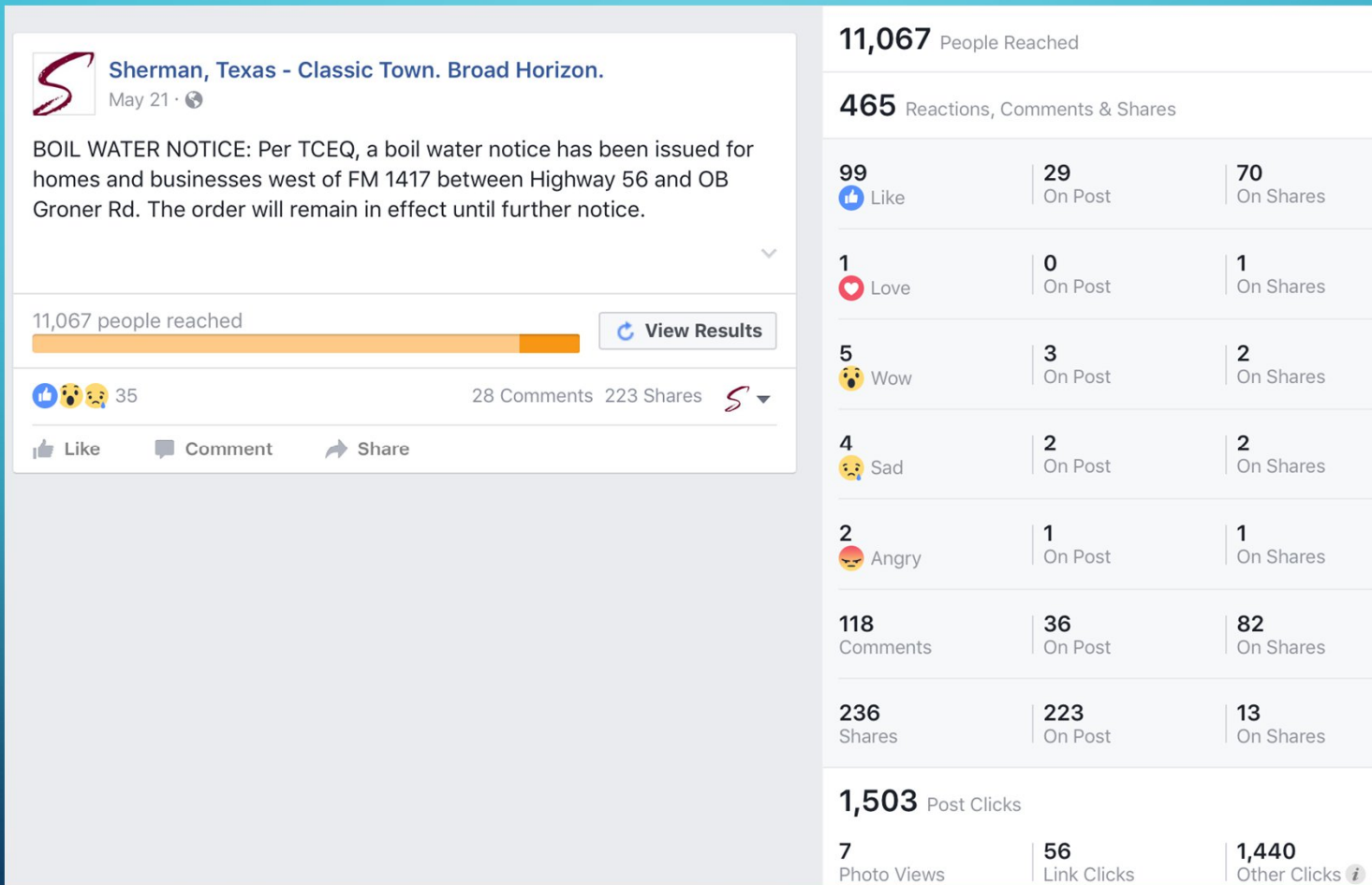
0 Report as Spam

1 Unlike Page

THE HIGHLIGHTS



THE HIGHLIGHTS



THE HIGHLIGHTS



Sherman, Texas - Classic Town. Broad Horizon.

Foghat!

10:35 · Uploaded on 07/02/2016 · [View Permalink](#)

Video Performance In This Post (i)

 Peak Live Viewers	13	>
 Minutes Viewed	3,608	>
 Unique Viewers	5,621	>
 Video Views	6,231	>
 10-Second Views	2,726	>
 Video Average Watch Time	0:35	>
 Audience and Engagement		>

THE HIGHLIGHTS



Sherman, Texas - Classic Town. Broad Horizon. added 5 new photos.

July 8 · 🌐

Nearly 200 people gathered in Sherman's Fairview Park this afternoon to mourn the five officers slain in Dallas last night and pray for their families.



117,736 People Reached

7,740 Reactions, Comments & Shares

5,626 Like	1,721 On Post	3,905 On Shares
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694 Love	227 On Post	467 On Shares
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4 Haha	0 On Post	4 On Shares
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3 Wow	1 On Post	2 On Shares
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236 Sad	98 On Post	138 On Shares
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6 Angry	1 On Post	5 On Shares
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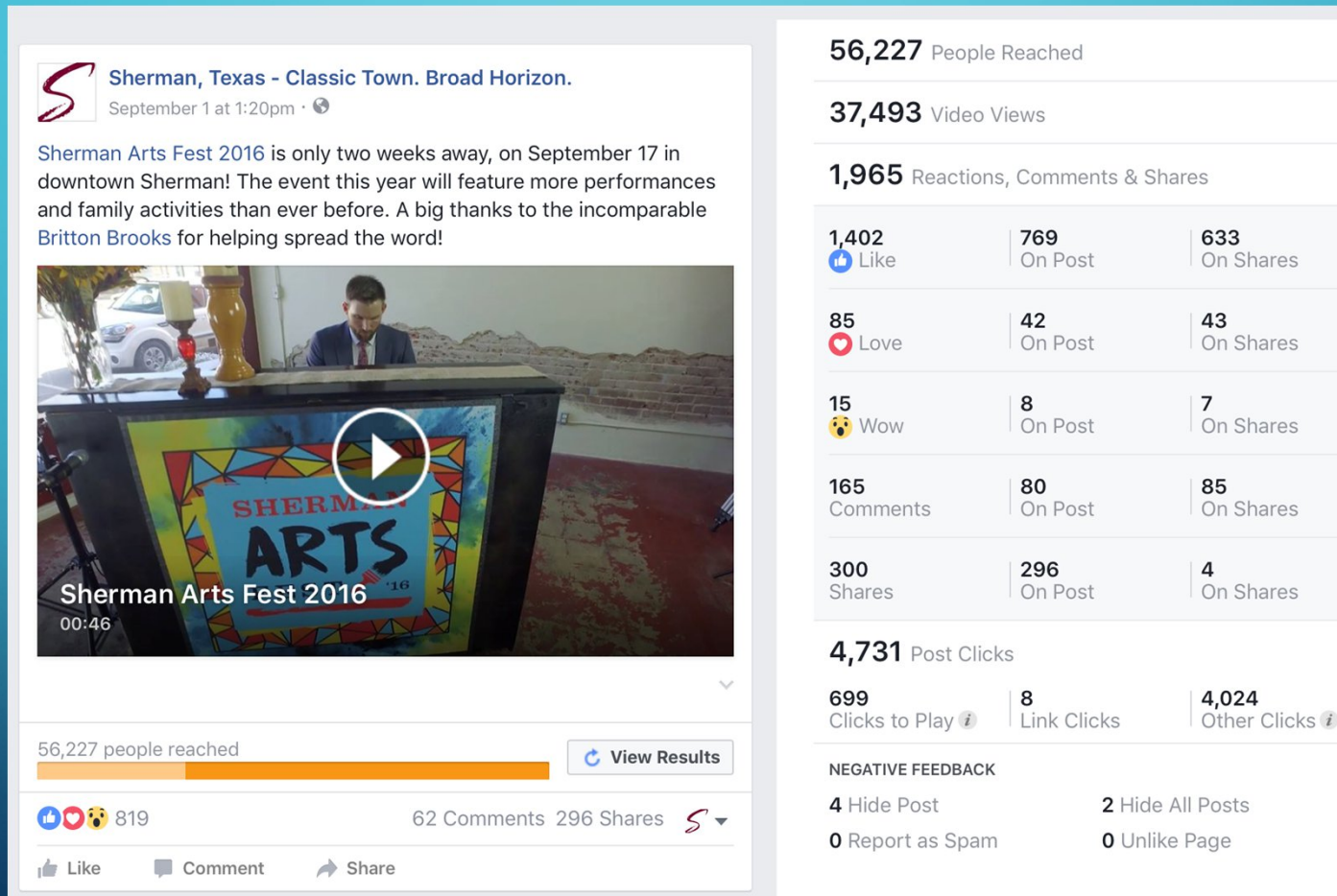
236 Comments	84 On Post	152 On Shares
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947 Shares	943 On Post	4 On Shares
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19,169 Post Clicks

9,012 Photo Views	9 Link Clicks	10,148 Other Clicks ⓘ
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THE HIGHLIGHTS



THE FUTURE

- Continued growth
- Advertising budget
- Instagram

Questions? Comments



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 10/03/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"National Disability Employment Awareness Month" – October 2016

Issue:

To recognize the talents of all people, including those with disabilities, and to celebrate the contributions they make to the workplace

Background:

Each year, the U.S. Department of Labor designates October as "National Disability Employment Awareness Month" to educate about disability employment issues and to celebrate the many contributions of America's workers with disabilities.

Origination:

The request for the proclamation originated with Council Member Terrence Steele.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff recommendation is to present a proclamation designating October 2016 as "National Disability Employment Awareness Month" in the City of Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"National Disability Employment Awareness Month" Proclamation

Proclamation

WHEREAS, in 1945, Congress enacted a law designating the first week in October to recognize the employment needs and contributions of individuals with all types of disabilities, and in 1988 expanded the recognition to a month, and

WHEREAS, the purpose of this annual recognition is to educate about disability employment issues and to celebrate the many and varied contributions of America's workers with disabilities, and

WHEREAS, this year's theme is "InclusionWorks" and fosters a culture that embraces individual differences, including disabilities, and recognizes the value and talent people with disabilities add to our workplaces and our communities, and

WHEREAS, by fostering a culture of individual differences and making inclusion a core value, businesses profit. It works for workers, it works for employers, it works for opportunity, and it works for innovation.

NOW THEREFORE, I, David Dwyer, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 2016

NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH

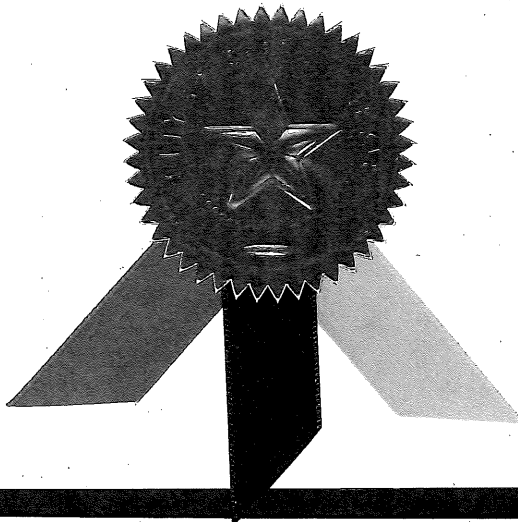
in the City of Sherman and urge all citizens to celebrate the diversity of our workforce by recognizing these workers with disabilities and addressing their employment issues this month, and throughout the year, as they contribute to the success of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 3rd day of October, 2016.

Mayor

ATTEST:

Sinda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 10/03/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Lions White Cane Day" – October 8, 2016

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 8, 2016 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, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 8, 2016

LIONS WHITE CANE DAY

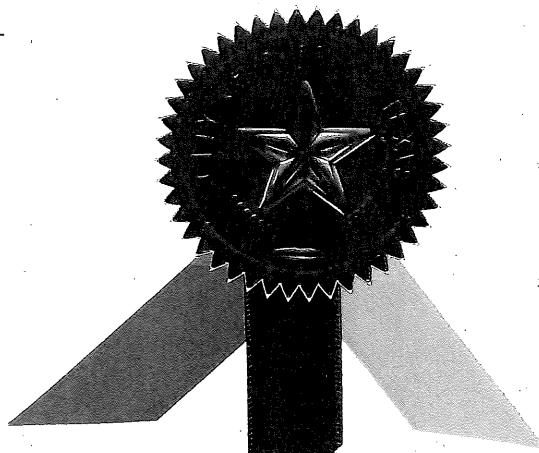
in the City of Sherman and invite all citizens to join me in sharing the Lions concern for the best sight possible for our neighbors in need, by giving generously to Lions White Cane Day. Every penny will give "The Gift of Sight."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 3rd day of October, 2016.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 10/03/2016

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:

D. 3. * RESOLUTION NO. 6142

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)

D. 4. * RESOLUTION NO. 6143

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)

D. 5. * RESOLUTION NO. 6144

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)

D. 6. * RESOLUTION NO. 6145

Authorizing the Purchase of a New Kenworth Transfer Tractor for the Solid Waste Services Department from MHC Kenworth - Dallas through the Texas Local Government Purchasing Cooperative (BuyBoard)

D. 7. * RESOLUTION NO. 6146

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)

D. 8. * RESOLUTION NO. 6147

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)

D. 9. * RESOLUTION NO. 6148

Authorizing Execution of an Encroachment Easement to Sam Thorpe for the Installation of a Sanitary Sewer Service Lateral Line within the West Side of the Ricketts Street Right-of-Way for Sanitary Sewer Services at 122 South Ricketts Street in the City of Sherman

F. 1. * 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 3, 2016



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 10/03/2016

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6140

Authorizing the City Manager to Execute a Contract with The Sherman Museum for Expenditure of a Portion of the Funds Collected by the City of the Hotel/Motel Occupancy Tax

Issue:

To distribute a portion of the Hotel/Motel Occupancy Tax funds received by the City of Sherman to The Sherman Museum (Museum)

Background:

City staff is working on a plan to evaluate a long-term, sustainable plan for managing the Hotel/Motel Occupancy Tax revenue. As part of this plan, staff has engaged Austin College to develop a community survey to help solicit input for prioritizing programs supported by this revenue source. In the meantime, staff recommends that the City enter into a nine (9) month contract with the Museum to cover the period from October 2016 to June 2017, until staff and Council have developed this long-term plan. The proposed funding level keeps the quarterly support for the Museum at the current level of \$17,500.00/quarter.

Origination:

City Manager's Office

Financial Consideration:

The proposed contract provides for payment of \$17,500.00 per quarter for the first three quarters of the fiscal year 2016-2017 budget, a total allocation of \$52,500.00 from the Hotel/Motel Occupancy Tax Fund revenues.

Staff Recommendation:

The staff recommends granting the City Manager authority to execute a contract with the Museum in the funding amount established by the Council.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6140

Contract between the City of Sherman and the Sherman Museum

Aerial Location Map

RESOLUTION NO. 6140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX; 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, Chapter 351 of the Texas Tax Code authorizes the City to collect and levy an occupancy tax on hotels and motels; and

WHEREAS, said Chapter specifies the purposes for which such tax receipts may be utilized; and

WHEREAS, such stated purposes include the promotion of tourism, the advertisement of the City and its vicinity, and the promotion and improvement of the arts and humanities within the community;

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney and subject to budget approval, to execute a contract with The Sherman Museum, with Exhibit "A" attached, in accordance with the terms and provisions of 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 _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

**CONTRACT BETWEEN
THE CITY OF SHERMAN AND THE SHERMAN MUSEUM**

THIS CONTRACT is made and entered by and between the **CITY OF SHERMAN**, a municipal corporation of the State of Texas (hereinafter called "CITY"), and **THE SHERMAN MUSEUM**, a non-profit corporation of the State of Texas (hereinafter called "MUSEUM").

WHEREAS, Chapter 351 of the Texas Tax Code authorizes a city to levy and collect an occupancy tax on hotels and motels; and

WHEREAS, CITY levies and collects a tax equal to seven percent (7%) of the consideration paid by occupants of hotels and motels; and

WHEREAS, CITY desires to promote tourism, advertise the city and its vicinity, and promote and improve the arts within the community by participating and assisting in the operation of the MUSEUM; and

WHEREAS, MUSEUM shall consist of the property located at 301 South Walnut Street and at 305 South Walnut Street in the City of Sherman, Grayson County, Texas;

NOW, THEREFORE, in consideration of the mutual covenants and the payments herein, the CITY and MUSEUM agree as follows:

I.

During the nine-month period of October 1, 2016, through June 30, 2017, the CITY agrees to pay to MUSEUM Fifty-Two Thousand Five Hundred Dollars and No Cents (\$52,500.00) collected under the Hotel/Motel Occupancy Tax of the CITY; and MUSEUM agrees that all funds are to be used entirely for the operation and maintenance of the MUSEUM. The Fifty-Two Thousand Five Hundred Dollars and No Cents (\$52,500.00) paid to the MUSEUM for the time period of October 1, 2016, through June 30, 2017, represents the entire amount budgeted for this purpose by the CITY for the fiscal year of 2016-2017. The Fifty-Two Thousand Five Hundred Dollars and No Cents (\$52,500.00) shall be paid in three (3) installments on the final execution of this Contract: October 15, 2016, January 15, 2017 and April 15, 2017. Payments will be based on actual operation and maintenance expenditures and made strictly on a reimbursement basis. Reimbursement will be based on copies of actual invoices or other proof of payment as requested by the CITY. At that time, the MUSEUM shall

also provide an explanation of how the expenditure of such monies complied with Section 351.101 of the Texas Tax Code.

Operations of the MUSEUM are to include the administration of all personnel associated with the MUSEUM, the management of all fund-raising activities in connection with the MUSEUM, the selection, preparation, and display of exhibits of artifacts, the interface with members of the general public concerning all matters related to the MUSEUM, and any other duties that could reasonably be construed as the operation of the MUSEUM.

II.

MUSEUM agrees that any money received under this Contract will only be used for purposes specified in Chapter 351 of the Texas Tax Code and MUSEUM will not use any money received in this Contract in any manner that does not strictly comply with the requirements, intent, and purposes as set forth in the Texas Tax Code, Chapter 351, Section 351.101(a)(1)-(7), as amended, and such statutorily authorized administrative expenses, together with the Texas Attorney General opinions interpreting Section 351.101 of the Texas Tax Code. A copy of Section 351.101 of the Texas Tax Code is attached as Exhibit "A" and incorporated into this Contract for all purposes. Specifically, MUSEUM agrees to use such hotel tax revenues solely for the purposes of promoting tourism and the convention and hotel industry and will use the revenues solely for the permissible uses listed in Section 351.101(a) of the Texas Tax Code.

III.

MUSEUM represents that it has prepared a proposed budget to be administered under this Contract to the Sherman City Council for the fiscal year of 2016-2017. The MUSEUM shall furnish CITY quarterly financial reports which show all actual expenditures whether those expenditures are budgeted or not from records maintained pursuant to Section 351.108(a) of the Texas Tax Code. The report shall compare actual expenditures to budgeted expenditures and to actual expenditures from the prior year. The report shall also provide an explanation of how the expenditure of such monies complied with Section 351.101 of the Texas Tax Code.

The MUSEUM shall also provide a quarterly report of activities promoting tourism and the convention and hotel industry to CITY. Each quarterly financial report and each quarterly report of activities shall be presented to the office of the City Manager no later than the end of the month immediately following each calendar quarter. Further, the MUSEUM shall provide to CITY a copy of Form 990 submitted to the Internal Revenue Service.

IV.

It is understood and agreed that this Contract is intended for the purpose of providing an agency for the administration of funds collected by the CITY under the provisions of the Hotel-Motel Occupancy Tax Ordinance of said CITY, and that CITY retains its legislative prerogative to alter, repeal, or otherwise amend such ordinance at any time.

V.

MUSEUM agrees and covenants that, in the event of a breach by MUSEUM of any of the covenants contained herein as determined by CITY in its sole discretion, CITY may, at its option, declare this Contract immediately forfeited and terminated as to the balance of the terms thereof.

VI.

The parties agree that the term of this Contract is for October 1, 2016 through June 30, 2017.

VII.

Notwithstanding the above, CITY and MUSEUM retain the right to cancel this Contract at any time, with or without cause and without liability or expense, by the giving of twenty (20) days notice of such intention to cancel. Notice to cancel by CITY shall be in writing, signed by the City Manager with prior City Council approval. Notice to cancel by MUSEUM shall be in writing, signed by the MUSEUM President with prior MUSEUM Board of Directors approval. CITY and MUSEUM shall consider renewal of this Contract in subsequent years. MUSEUM agrees to provide a plan of work in conjunction with any request to renew this Contract.

VIII.

This is a negotiated Contract. If any part of this Contract is in dispute, the parties stipulate that the Contract shall not be construed more favorably for either party.

This Contract may not be changed, varied, or altered except by an instrument in writing and duly executed on behalf of CITY and by MUSEUM. Every obligation arising from this Contract shall be performable in Grayson County, Texas. Venue for any legal disputes arising from this Contract shall be Grayson County, Texas, and governed by the laws of the State of Texas.

IN TESTIMONY WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of THE SHERMAN MUSEUM and on behalf of the CITY OF

SHERMAN by its City Manager and attested by its City Clerk, effective on the 1st day of October, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON,
CITY MANAGER

DATE: _____

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

**THE SHERMAN MUSEUM, A NON-
PROFIT CORPORATION OF THE
STATE OF TEXAS**

BY: _____
BEA HEROD HARMON,
**PRESIDENT OF THE BOARD
OF TRUSTEES**

DATE: _____

(CORPORATE SEAL)





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 10/03/2016

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6141

Authorizing Execution of a Professional Services Agreement with Freese and Nichols, Inc., a Texas Corporation, for the Development of a Stormwater Utility Fee Study

Issue:

To consider a contract for professional engineering services with Freese and Nichols, Inc. for the development of a Stormwater Utility Fee Study

Background:

The 2009 Comprehensive Master Plan identified "storm drainage studies and planning for targeted capital improvements and financing" as the third highest priority for the City of Sherman. During the Budget Workshop on June 21, 2016, the City Council received a presentation on stormwater-related issues that continue to plague the City of Sherman as well as solutions to assist in remedying those issues. Such solutions include: investing in flood mitigation projects, acquiring flood prone properties, and constructing regional detention facilities. The stormwater utility fee was identified as a potential funding source for these improvements. The state-mandated study required to establish the stormwater utility fee was requested by the Council to be included in the 2017 Capital Improvement Program.

Origination:

City Council

Financial Consideration:

The fee for the study will be a lump sum of \$112,500.00 and is funded through the City's 2017 Capital Improvement Program.

Staff Recommendation:

It is recommended that the contract with Freese and Nichols, Inc. for professional engineering services to develop the Stormwater Utility Fee Study be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6141

Professional Services Agreement

RESOLUTION NO. 6141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., A TEXAS CORPORATION, FOR THE DEVELOPMENT OF A STORMWATER UTILITY FEE STUDY; 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 Services Agreement with Freese and Nichols, Inc., a Texas Corporation, for the Development of a Stormwater Utility Fee Study, 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 _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into this 3rd day of October, 2016 by and, between the CITY OF SHERMAN, TEXAS, hereinafter referred to as the "City", and FREESE AND NICHOLS, INC., a Texas corporation, hereinafter referred to as "Company".

WHEREAS, the City desires Company to perform certain work and services set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein (the "Scope of Services") (the work and services to be provided by the Company under this Agreement, including all plans, drawings, specifications, designs, reports, records, and other work product, and estimates, set forth in the Scope of Services and otherwise described or referred to herein are referred to in this Agreement as the "Services"); and

WHEREAS, the Company has expressed a willingness and desires to perform the Services as set forth in this Agreement.

NOW, THEREFORE, the City of Sherman, Texas and Freese and Nichols Inc., in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby contract and agree as follows:

ARTICLE I

GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for

the City in accordance with the terms, conditions and provisions of the Scope of Services, attached hereto as Exhibit "A" and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

Company shall serve as City's design professional and engineering representative for the project for which the Services are being provided by Company, providing professional engineering services, consultation and advice with respect thereto. Company's work and services consist of that work and services performed by Company and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants.

Company shall perform all work hereunder in a manner satisfactory and acceptable to City in accordance with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Company shall perform all of its services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such services. No less than monthly, Company shall keep City informed, orally or in writing (as requested by City), as to the status of all services of Company in process. All oral information shall be subsequently confirmed in writing.

Company shall not begin work on any Services described herein or other work until City directs Company in writing to proceed.

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable

members of the engineering profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions. Company shall re-perform and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

Company represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Company agrees and acknowledges that City is entering into this Agreement in reliance on Company's professional abilities with respect to performing the Services set forth herein.

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement; provided always however that the work and Services to be provided by Company shall be provided in a manner

consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and Services hereunder shall be performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II

SERVICES

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the Company in accordance with the City's requirements:

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE SHERMAN STORMWATER UTILITY FEE IMPLEMENTATION PROJECT DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

B. Company shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other work and Services furnished by for, or on behalf of Company under this Agreement. Company shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other work and Services.

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of

any rights under this Agreement or of any cause of action arising out of the performance of this Agreement or a release of the responsibility and liability of Company, its owners, officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, and Company shall be and remain liable to City in accordance with applicable law for all damages to City caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other Services, documents and work, it being understood that City at all times is relying on Company's skill and knowledge in preparing and providing the Services.

D. The rights and remedies of City and Company under this Agreement are as provided by law.

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company represents that (i) such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), (i) shall be sufficient and adequate for the project and fit for the purposes for which they are intended, and (ii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to City. In

accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

ARTICLE III

PAYMENT

A. City shall pay Company for all Services authorized in writing and properly performed by Company on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing, and subject to the City's right to withhold payment pursuant to the terms of this Agreement.

B. Partial payment shall be paid based upon a percentage of work completed. Company shall submit to City monthly invoices for its Services under this Agreement. Each invoice shall be accompanied by such documentation as the City may require to verify the accuracy of the invoice, including an itemized statement of reimbursable costs incurred (if any), and the sum of all prior payments under this Agreement. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or work by the City.

Any provision hereof to the contrary notwithstanding, City shall not be obligated to make payment to Company hereunder if:

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);

2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;

3. Company has failed to make payment promptly to subcontractors or consultants or other third parties used by Company in connection with Company's Services or other work hereunder for which the City has made payment to Company; or

4. If City, in its good faith judgment and after consultation with Company, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Company's Services or other work under this Agreement, no additional payments will be due Company hereunder unless and until Company performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by City to be sufficient to complete the Company's Services or other work.

C. Upon complete performance of this Agreement by Company and final approval and acceptance of Company's Services by City, City will make final payment to Company of the balance due under this Agreement within thirty (30) days of the following month after final payment for such Services has been billed by Company.

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises or property, arising out of Company's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to

Company an amount sufficient to completely protect the City from any and all loss, damage or expense there from, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Company.

E. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or other work by the City.

ARTICLE IV

TIME FOR PERFORMANCE

A. Company shall perform all Services and any other work as provided for under this Agreement in a proper, efficient and professional manner. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in Exhibit "A", attached hereto.

B. In the event Company's performance of this Agreement is delayed or interfered with by acts of the City or others, Company may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Company have agreed in writing upon the allowance of additional time to be made.

ARTICLE V

DOCUMENTS

A. All instruments of service (including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other data or work items, etc., in whatever form or format (whether electronic or otherwise)) prepared by or for Company under or in connection with this Agreement shall be submitted for approval of the City. All instruments of service shall be professionally sealed as may be required by law or by City.

B. All such instruments of service, together with necessary supporting documents, shall be delivered to City, and shall be, belong to, and remain the sole property of the City for the City's exclusive reuse at any time, and the City shall have unlimited rights, for the benefit of City, in all instruments of service, including the right to use same on any other work of City without additional cost to City. The City shall have the right to use such instruments of service for the purpose of completing the project for which the instruments of service were prepared or for such other purposes as the City may deem appropriate; provided, however, that should the City use the same for a purpose not in connection with the project, the City does so at its own risk.

C. Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for

which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

D. All documents or other instruments of service supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2003 or compatible with Microsoft Word 2003.

ARTICLE VI

TERMINATION

A. City may suspend or terminate this Agreement at any time and for any reason (or for no reason), in its sole discretion, by giving written notice to the Company. In the event of such suspension or termination by City, Company shall have no recourse against City, except for payment for the Services of Company, in accordance with the terms of this Agreement, reasonably determined by the City to have been properly performed hereunder prior to the suspension or termination and for which Company has not been paid. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach

within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by City to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

In the event of such termination, City may proceed to complete the Services in any manner deemed proper by City, either by the use of its own forces or by resubmitting to others.

In the event of such termination, City may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Company.

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such termination, payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

D. In the event of termination of this Agreement for cause or breach of this Agreement, Company shall promptly deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

ARTICLE VII

INSURANCE

A. In connection with this Agreement, Company shall provide and maintain the minimum insurance coverages set forth below:

1. Company shall provide and maintain Workers Compensation at statutory limits, including Employers Liability coverage a minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other vehicles) protecting Company and City as an additional Insured at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for

products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each- project aggregate limit of insurance.

4. Company shall also provide and maintain Professional Liability coverage at minimum limits of \$2,000,000.00 covering claims resulting from engineering errors and omissions. Such insurance shall be kept in effect for at least four (4) years after the completion of the Services and this Agreement. If Company fails to maintain the insurance covered during that time, City may pay the premiums to keep the insurance in effect and recover the cost from the Company. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four-year period thereafter.

B. With reference to the foregoing insurance, Company shall specifically endorse applicable insurance policies as follows:

1. The City of Sherman, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies with the exception of professional liability shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Sherman, Texas shall be contained in the Workers Compensation and all liability policies.

4. All insurance policies shall be endorsed to the effect that the City of Sherman, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

5. All insurance policies, which name the City of Sherman, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

7. Company may maintain reasonable and customary deductibles, subject to approval by the City of Sherman, Texas

8. Insurance must be purchased from insurers that are financially acceptable to the City of Sherman, Texas.

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this Agreement, and shall contain provisions representing and warranting the following:

1. Set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Sherman, Texas,

3. Upon request, Company shall furnish the City of Sherman, Texas with certified copies of all insurance policies.

D. City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by City.

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY INDEMNIFY AND HOLD HARMLESS the City of Sherman, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas, individually or collectively, in both their official and private capacities (the City of Sherman, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas each being a "Sherman Person" and collectively the "Sherman Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon or incurred by any Sherman Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control (such agent, consultant under contract, or another entity being "Company Persons"). However when Claims arise out of the co-negligence of a Sherman Person and the Company or any Company Persons, Company's liability under this clause shall be reduced by that portion of the total amount of

the Claims equal to the Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for Sherman Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.

Company shall promptly advise the City in writing of any claim or demand against any Sherman Person or Company or Company Person related to or arising out of Company's activities under this Agreement. The Sherman Persons shall have the right, at the Sherman Persons' option and at own expense, to participate in such defense without relieving Company of any of its obligations hereunder. The provisions of any indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

Company agrees that it is an independent contractor and not an agent of the City, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve City of any responsibility or liability from treating Company's employees as employees of City for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. WITHOUT LIMITING THE INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN ARTICLE VIII AND ANY OTHER INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF SHERMAN, TEXAS AND ALL OTHER SHERMAN PERSONS (AS DEFINED IN ARTICLE VIII) FROM AND AGAINST AND REIMBURSE THE SAME FOR ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

ARTICLE X

ASSIGNMENT

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of City. Sale of more

than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the City's prior written consent shall be null and void *ab initio*.

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469 of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement.

This Agreement is performable in Grayson County, State of Texas and shall be governed by the laws of the State of Texas; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. Venue on any suit or matter hereunder shall be exclusively in Grayson County, Texas.

ARTICLE XII

ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by Company without a written agreement with City prior to the performance of such services.

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon the last of the representatives of the parties to execute this Agreement, as set forth below.

ARTICLE XIV

AGREEMENT AMENDMENTS

This Agreement contains the entire and integrated understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by duly authorized representatives of the parties, except as may be otherwise provided therein.

ARTICLE XV

GENDER AND NUMBER; HEADINGS

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

ARTICLE XVI

NOTICES AND AUTHORITY

A. The Company agrees to send all notices required under this Agreement to the City Manager of the City of Sherman at 220 W. Mulberry St., Sherman, TX 75090.

B. The City agrees to send all notices required under this Agreement to the Company at 2711 N. Haskell Ave. Suite 3300, Dallas, TX 75204.

C. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within the 48 contiguous states of the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. The undersigned officers and/or agents of each of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

ARTICLE XVII

MISCELLANEOUS

A. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

C. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable term or provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable term or provision herein, the parties agree to seek to negotiate the insertion of a term or provision as similar

in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

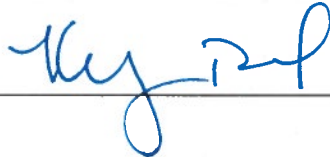
D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent.

E. Force Majeure. Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this 5th day of August 2016, with an original to each party.

COMPANY: FREESE AND NICHOLS, INC.

BY: 

NAME: Kelly Dillard, P.E.
4055 International Plaza, Suite 200, Fort Worth Texas 76109

TITLE: Vice-President

ATTEST: BY: _____

NAME: _____

TITLE: _____

CITY: **CITY OF SHERMAN**

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

Clay Barnett, P.E. / Director of Public Works & Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT A
SCOPE OF SERVICES FOR THE DEVELOPMENT OF A STORMWATER UTILITY FEE
CITY OF SHERMAN, TEXAS

Freese and Nichols (FNI) is pleased to provide for the City of Sherman's consideration the following scope of services with task options for the development of a stormwater utility fee:

SCOPE OF SERVICES

1. Identification of Utility Policies and Goals

FNI will conduct an initial meeting with the City to discuss key policy issues for the creation of the stormwater utility. The following policy issues will be discussed at the initial meeting to determine the framework for the stormwater utility development process.

- a) Amount and type of stormwater services to be funded by the utility fee
- b) Approach to assessing utility fee to individual properties
- c) Fee structure
- d) Use of bonds backed by stormwater utility for drainage capital improvements
- e) Property owner incentives to minimize their impact on the drainage system
- f) Exemptions for certain property owners, as allowed by law
- g) Public outreach goals

2. Stormwater Management Program Cost Evaluation

The storm water utility fee is required to be based on the City's cost of providing drainage service. FNI will meet with one time City staff to develop a five-year program strategy for storm water management in the City based on cost projections provided by the City. Eligible costs include any stormwater related expense, including but not limited to staff labor, equipment, capital projects, engineering services, administration, right-of-way purchase, etc. as long as the expense is stormwater-related in accordance with Local Government Code 552.

3. Fee Structure Basis

- a) Impervious area delineation

FNI will compile available data necessary to assign an equitable stormwater utility fee based on impervious area for each non-exempt property. The following data will be evaluated and analyzed, as necessary, for use in determining each developed property's contribution to the drainage system:

- i) City electronic parcel data
- ii) Recent aerial photography for the City
- iii) Planimetrics

b) Residential impervious area determination

FNI will determine the average impervious area for up to 100 single-family residences in the City. This average will be defined as the equivalent residential unit (ERU). FNI will identify the ERUs for each non-single family residential property existing at the time of project notice to proceed based on existing building footprint data provided by the City and electronic parcel data.

4. Revenue Assessment

FNI will input information from Task 1 and Task 2 into FNI's Stormwater Utility Rate Model to identify fee optimal structure options meeting the City's goals. Variations to the implementation schedule, rate, residential tier structure, exemptions, growth rate, costs supported by stormwater utility revenues, and other considerations will be evaluated through the rate model.

FNI will meet with the City to evaluate fee structure options, and based on meeting input from City staff, FNI will develop up to three (3) fee rate/service level options for the City's consideration. FNI will meet with the City's staff to review and discuss the details of each option. FNI will present the stormwater utility fee options, along with staff's recommended selection, to City Council in one (1) meeting.

5. Stormwater Utility Billing Integration

FNI will coordinate with City staff to integrate the stormwater utility data developed in GIS into the City's utility billing system. FNI will create unique identifiers for each property assessed a stormwater utility fee to allow for ongoing maintenance of the appropriate stormwater utility fee between the City's GIS and utility billing system.

a) Quality control testing prior to transition

FNI will coordinate with City staff to conduct two (2) trial billing runs. Following each cycle FNI will conduct trial data exports to GIS for maintenance updates.

b) Utility billing maintenance methodology

FNI will coordinate with the City to develop a data integration approach for maintenance of the dataset. This will include maintenance of data through project development to keep dataset current. FNI will develop and deliver an operation and maintenance manual for use by the City. FNI will conduct on-site training for City staff on data maintenance procedures.

6. Draft Stormwater Utility Ordinance and Fee Schedule

FNI will develop a draft stormwater utility ordinance and draft fee schedule for Council adoption. FNI will develop a draft public notice for each. The City will be responsible for publishing the final public notices in a publication of general circulation in the Sherman area three (3) times beginning at least 30 days prior to a public hearing. The public hearing must be held prior to the vote by City Council.

7. City Council Meeting for Utility Ordinance and Fee Schedule Adoption

FNI will attend up to two (2) City Council meetings when the Stormwater Utility Ordinance and Fee Schedule are scheduled to be considered for adoption. FNI will be available upon request from the City staff to address Council or community questions about the Ordinance and/or Fee Schedule. Each public hearing can be held immediately prior to the Council vote.

8. Stormwater Utility Report

FNI will deliver a report that documents the basis and approach for the development of the City's stormwater utility fee. FNI will provide the City with three (3) hard copies and one (1) electronic file of the draft stormwater utility report upon completion of the project. Upon receipt of the City's final comments, FNI will finalize the report and deliver five (5) hard copies and one (1) electronic file to the City.

ADDITIONAL SERVICES

Services not specified in the Scope of Services will be provided to the City upon written request for an additional fee.

DESIGNATED REPRESENTATIVES

FNI and CITY designate the following representatives:

City's Designated Representative

Name: Clay Barnett, P.E.
Address: 220 W. Mulberry Street
Sherman, TX 75091
Phone: 903-892-4547
Fax: 903-870-7802
E-mail: clayb@ci.sherman.tx.us

CITY's Accounting Representative

Name: Tammy Davis, CPA
Address: 405 N. Rusk
Sherman, Texas 75090
Phone: 903-892-7309
Fax: 903-891-0255
E-mail: tammyd@ci.sherman.tx.us

FNI's Project Manager

Name: Trey Shanks
Address: 2711 North Haskell Ave, Suite 3300
Dallas, TX 75204
Phone: 214-217-2200
Fax: 214-217-2201
E-mail: TS@freese.com

FNI's Accounting Representative

Name: Matt Shafer
Address: 4055 International Plaza, Suite 200
Fort Worth, TX 76109
Phone: 817-735-7300
Fax: 817-735-7491
E-mail: mcs@freese.com

TIME OF COMPLETION

The services provided will be provided within nine (9) months of Notice to Proceed. Schedule adjustments may be made upon mutual agreement of the City and FNI.

COMPENSATION

FNI proposes to furnish our services as described herein in accordance with Attachment CO, "Compensation". The total fee for Basic Services shall be computed on the basis of Attachment CO but shall be the lump sum fee of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00). If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the City for the City's approval before proceeding. Additional services shall be computed based on the Schedule of Charges found in Attachment CO.

Payment of the services shall be due and payable upon submission of a statement for services. Statements for services shall not be submitted more frequently than monthly.

	Task	Fee
1	Utility policies and goals	\$4,000
2	Stormwater program basic cost assessment	\$9,500
3	Fee structure: impervious area basis	\$27,500
4	Revenue assessment	\$21,000
5	Billing integration	\$28,000
6	Ordinance and fee schedule	\$2,500
7	City Council meetings (2)	\$7,500
8	Stormwater utility report	\$12,500
TOTAL		\$112,500

COMPENSATION

Compensation to FNI shall be the lump sum of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00). If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify CITY for CITY'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	107
Professional - 2	130
Professional - 3	146
Professional - 4	169
Professional - 5	197
Professional - 6	225
Construction Manager - 1	85
Construction Manager - 2	111
Construction Manager - 3	131
Construction Manager - 4	164
CAD Technician/Designer - 1	91
CAD Technician/Designer - 2	117
CAD Technician/Designer - 3	145
Corporate Project Support - 1	87
Corporate Project Support - 2	105
Corporate Project Support - 3	139
Intern/ Coop	53

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

Travel

Standard IRS Rates

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates are subject to annual adjustment. Last Updated February 2015.





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 3.

Meeting Date: 10/03/2016

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6142**

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 609, a 2003 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 the purchasing process by using a customized electronic purchasing process called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The Heil truck body will be purchased from Heil of Texas for \$138,278.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2016-2017 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. 6142

Heil of Texas Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6142

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 28-yard Full Eject Automated Side Load Body, at a total price of One Hundred Thirty-Eight Thousand Two Hundred Seventy-Eight Dollars and No Cents (\$138,278.00), 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 2016-2017 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 _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**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-00919-1
Date: 08/18/2016
Expires On: 10/31/2016



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/ Service Hoist	Full Factory Mount @ Heil/ Service Hoist Kit/ Full Eject
1	ASL010	Hopper Drain	Hopper Drain Valve
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 Lights	LED Light Package/ Front 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 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 behind rear wheels
1	ASL045	Grabbers	Belt Grabbers –spring loaded for 60-90 gal. carts
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	ASL055	Hopper Floor	Hopper & Body Floor Liner-3/16" (150,000 psi)
1	ASL050	Delivery	Delivery to the City of Sherman Solid Waste Office
1	ASL058	Mud Guards	Mud- Guards –Steel ahead of rear wheels
1	ASL056	Decal	Rear Caution Decal
1	ASL051	UP-CHARGE	Upcharge: Price Increase for 425-13 Contract

1	ASL052	FREIGHT	Freight from FT. PAYNE AL.. To Irving, Texas
1	ASL059	Caution Decal	Rear Caution Decal on Tailgate
1	ASL060	Spill Kit	Heil Spill Kit
			TOTAL PRICE: \$138,278.00

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

GENERAL PROVISIONS

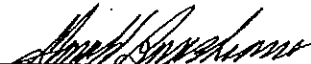
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

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

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

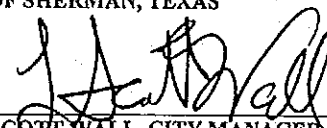
TO BE COMPLETED BY THE COOPERATIVE:

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 4.

Meeting Date: 10/03/2016

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6143**

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 660, 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 2016-2017 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. 6143

Wilkens Industries Sales Quote

Wilkens Contract Extension

BuyBoard Interlocal Agreement

RESOLUTION NO. 6143

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 steel front load ejector 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 2016-2017 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 _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**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 11-30-16)

Sales Quote

Firm	City of Sherman	Date	08/15/16
Address		PO #	
City, State, Zip	Sherman, TX	Fax #	903-813-1635
Contact	Michael Springer	Phone #	903-892-7261
Completion Date:	120 days	Terms	Purchase order / net 10

Qty.	Description	Price
1	MODEL: 2017 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: DSank
Title: Sales
Date: 8-15-16

Accepted By: _____
Title: _____
Date: _____



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

June 10, 2016

Sent via Email to:dougs@wilkens-ind.com

Doug Storck
Wilkens Industries, Inc.
184 South County Rd. 22
Morris MN 56267

Re: BuyBoard Contract 425-13
Refuse Bodies, Trailers, & Other Bodies

The contract that The Local Government Purchasing Cooperative (BuyBoard) awarded your company under the Refuse Bodies, Trailer, & Other Bodies Proposal, RFP 425-13, is scheduled to expire September 30, 2016.

At this time, we are extending your contract through **November 30, 2016**.

All discounts, terms, and conditions of your proposal contract will remain the same. If you agree with this extension, there is nothing you need to do. However, if you do not agree to the extension, please notify me immediately via email at connie.burkett@tasb.org.

Reminder: The receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from a member entity may result in a violation of the State of Texas competitive bid statutes, and could cause cancellation of this proposal award. Therefore, all orders must be processed through the Cooperative in order to comply with the contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett
Contract Administrator

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

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

GENERAL PROVISIONS

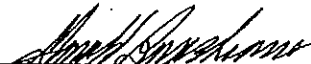
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

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

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

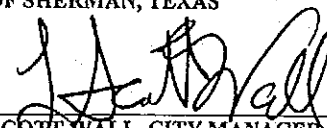
TO BE COMPLETED BY THE COOPERATIVE:

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 5.

Meeting Date: 10/03/2016

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6144**

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 637, 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.

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 \$125,288.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2016-2017 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. 6144

Heil of Texas Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6144

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 Twenty-Five Thousand Two Hundred Eighty-Eight Dollars and No Cents (\$125,288.00), 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 2016-2017 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 _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**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-0767-1
Date: 08/18/2016
Expires On: 10/31/2016



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 Fort Payne
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 /Canopy Protector Extension Lift Cylinder / Air Switch
1	FL040	Camera System	AWT-3 rd Eye single camera/ color monitor 7"
1	FL044	Mud-flaps	Mud-flaps behind rear wheels
1	FL046	Tailgate Decal	Rear Caution Decal on tailgate
1	FL052	Freight / Delivery	Freight / Delivery from Ft. Payne Al. thru to Irving, Tx.
1	FL053	Arm/Fork Pads	Arm/ Fork Pad Adjustments/ per your request
1	FL050	FEE	BuyBoard Fee if not included w/ Chassis dealer
1	FL051	UP-CHARGE	Upcharge: Price Increase for 425-13 Contract
			TOTAL PRICE: \$125,288.00

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.
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

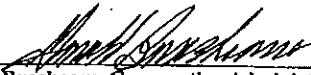
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

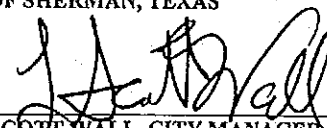
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
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. D. 6.

Meeting Date: 10/03/2016

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6145**

Authorizing the Purchase of a New Kenworth Transfer Tractor for the Solid Waste Services Department from MHC Kenworth-Dallas through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider the purchase of a new transfer tractor from the BuyBoard to use within the Solid Waste Services Department

Background:

The requested purchase is to replace Unit 627, a 2002 year model residential solid waste transfer tractor. This is one of the oldest transfer tractors in the Solid Waste Services Department's fleet. Due to the age of this unit, it has become inefficient and difficult to maintain.

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

Origination:

Department of Public Works

Financial Consideration:

The Kenworth transfer tractor will be purchased from MHC Kenworth-Dallas for \$134,192.20 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2016-2017 Solid Waste Services budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Kenworth Transfer Tractor through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6145

MHC Kenworth Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6145

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

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from MHC Kenworth-Dallas through the Texas Local Government Purchasing Cooperative (BuyBoard), a new Kenworth transfer tractor at a total price of One Hundred Thirty-Four Thousand One Hundred Ninety-Two Dollars and Twenty Cents (\$134,192.20), 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 2016-2017 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 _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



MHC Kenworth-Dallas T180
4040 IRVING BLVD.

City of Sherman
PO Box 1106

DALLAS, Texas United States 75247
Phone: (214) 920-7300
Fax: (214) 920-7316
Email: randy.smartt@mhctruck.com

Sherman, Texas United States 75091
Phone: (903) 892-7261
Fax:
Contact Email: michael@ci.sherman.tx.us
Prepared for: Michael Springer

Vehicle Summary

Unit		Chassis	
Model:	T880 Series Conventional	Fr Axle Load (lbs):	12000
Type:	TRACTOR	Rr Axle Load (lbs)	46000
Description:	Transfere Station	G.C.W. (lbs):	80000
Application		Road Conditions:	
Intended Serv.:	Local pickup & delivery.	Class A (Highway)	88
Commodity:	Vehicles which haul	Class B (Hwy/Mtn)	10
	Excavated earth	Class C (Off-Hwy)	02
Body		Class D (Off-Road)	00
Type:		Maximum Grade:	6
Length (ft):	0.0	Wheelbase (in):	193
Height (ft):	0.0	Overhang (in):	60
Max Laden Weight (lbs):	0	Fr Axle to BOC (in):	74
Trailer		Cab to Axle (in):	119
No. of Trailer Axles:	2	Cab to EOF (in):	179
Type:	Other	Overall Comb. Length (in):	742
Length (ft):	45.0	Special Req.	
Height (ft):	13.5	U.S. Domestic Registry, 50-State	
Kingpin Inset (in):	36		
Corner Radius (in):	0		
Restrictions			
Length (ft):	120		
Width (in):	102		
Height (ft):	15.0		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com.

PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.

Printed: 8/19/2016 9:41:13 AM
 Effective Date: Jan 1, 2016
 Prepared by: RANDY SMARTT

Incomplete

Model Number: T880 Series Conventional
 Quote/DTPO/CO: Q44018442
 Version Number: 37.20



MHC Kenworth-Dallas T180
4040 IRVING BLVD.

City of Sherman
PO Box 1106

DALLAS, Texas United States 75247
Phone: (214) 920-7300
Fax: (214) 920-7316
Email: randy.smartt@mhctruck.com

Sherman, Texas United States 75091
Phone: (903) 892-7261
Fax:
Contact Email: michael@ci.sherman.tx.us
Prepared for: Michael Springer

	Description	Weight
Model		
	T880 Series Conventional	15,236
	T880	0
	CARB Idle Emissions Reduction Feature. Cummins engines.	0
	Non-Sleeper w/rear axle capacity less than 59K.	0
	Excavated earth	0
	Local pickup & delivery. Vehicles which haul freight, typically operating within a 100-mile radius, on public streets & highways, & other paved surfaces, including limited Class C roads. Includes package & freight delivery, as well as fuel oil or petroleum distribution, etc. Road usage: minimum 3% Class B, do not code for Class D.	0
	Other N0090 TRAILER W/LIVE BOTTOM 48 WITH N0091 CONVEYOR BELT THAT DUMPS N0092 REFUSE OUT BACK AS TRUCK DRIVE N0093 AROUND LANDFILL	0
	U.S. Domestic Registry, 50-State	0

Engine & Equipment

ISX15 450 2013 450@1800 1650@1000	275
w/Intebrate, Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing, Linehaul Family 1	
N09200 N205 120..Standard Maximum Speed Limit [LSL]	
N09220 N207 0....Expiration Distance	
N09240 P13 120..Hard Maximum Speed Limit	
N09260 P14 70...Maximum Accelerator Pedal Vehicle Speed	
N09280 P16 0....Accelerator Lower Droop	
N09300 P19 70...Maximum Cruise Speed	
N09320 P38 0....Cruise Control Lower Droop	
N09360 N203 252..Reserve Speed Function Reset Distance	
N09380 N202 0....Maximum Cycle Distance	
N09400 N206 10...Maximum Active Distance	
N09420 N201 0....Reserve Speed Limit Offset	
N09440 P11 YES..Engine Protection Shutdown	
N09460 P06 NO...Gear Down Protection	
N09480 P26 1400.Max PTO Speed	
N09500 P02 NO...Cruise Control Auto Resume	
N09520 P04 NO...Auto Engine Brake in Cruise	
N09540 N209 0....Expiration Distance	
N09560 P520 YES..Enable Idle Shutdown Park Brake Set	
N09580 P32 5....Timer Setting	

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Description	Weight
N09620 P234 60...Timer For Impending Shutdown Warning	
N09640 P516 35...Engine Load Threshold	
N09680 P33 NO...Idle Shutdown Manual Override	
N09720 P230 YES..Enable Hot Ambient Automatic Override	
N09740 P46 40...Low Ambient Temperature Threshold	
N09760 P56 60...Intermediate Ambient Temperature Threshold	
N09780 P47 80...High Ambient Temperature Threshold	
Prospector Version 38.1	0
Replaces 38.0	
Effective VSL Setting 65.0 MPH (USA)	0
Engine Idle Shutdown Timer Disabled	0
Enable EIST Ambient Temp Override	0
Eff EIST NA Expiration Miles	0
Use only with MX and Cummins engines	
Air compressor: Cummins 18.7 CFM FOR Cummins AND PACCAR PX engines.	0
Air Cleaner: composite firewall mounted PACCAR or Cummins engines	0
Pre-cleaner mounted in the hood plenum	0
Fan Hub: Horton On/Off for ISX15	0
Cooling module: 1330 square inches.	0
Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	
Radiator bug screen mounted between hood & grille.	2
RH under cab SCR w/ dual SOC mounted tailpipes.	100
For use w/ daycabs, extended daycabs, or modular sleepers. T660 requires split fender hood.	
Tailpipe: 5 in. dual 42 in. 45 degree curved.	3
PACCAR Fuel filter/water separator, WIF sensor	0
Cummins PX-9/ISX12/ISX15. 2013+	
Alternator: PACCAR 160 amp, brush type	0
Batteries: 3 PACCAR GP31 threaded post (700) 2100	0
CCA dual purpose.	
Starter: PACCAR 12 volt electrical system. W/	0
centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	
Multi-function engine connector for body builder	0
interface for Cummins.	

Transmission & Clutch

Transmission: Allison 4500RDS 6-speed	385
w/o retarder, w/PTO provision. 5th generation. For vocational applications.	

includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.

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Description	Weight
Driveline: 2 Dana 1810 heavy-duty 1 centerbearing *Hvy duty is 1810 series.	99
Torque converter included w/Allison Transmission.	0
Pushbutton control center console mounted. Class 8 with Allison Transmission.	0
Delete Allison FuelSense	0
J1939 Park Brake Auto Neutral	0
Customer installed transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0
Severe Service rear transmission support spring(s).	15

Front Axle & Equipment

Meritor MFS12E 12.5K 3.5in. drop standard track	0
Front Brakes: 13.2K Bendix RSD HP-ES S-Cam 16.5x5 in. drum brake.	-62
Front Brake Drums: 14.6K 16.5x5 in. cast.	78
Front Hub: aluminum hub pilot 13,200 lbs. 10-Bolt, 11-1/4 in. bolt circle .	0
ConMet PreSet Plus Hub package; front axle.	0
Hubcap: front vented.	0
Front Auto Slack Adjuster.	0
Front Springs: Taperleaf 12K w/ shock absorbers w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L.	0
Single power steering gear: 13.2K Sheppard HD94.	0
Threaded bushings for taperleaf springs 12K - 14.6K replacing rubber: T6/T8 & W9B only. W9L gets as standard: code not required. Not available with W9S.	0

Rear Axle & Equipment

Dual Meritor RT46-160 rear axle rated at 46K. Tandem rear axles.	451
Rear Axle Ratio - 4.30.	0
RR BRK:BENDIX RSD 16.5X7 DUAL 46K CAP REDUCED STOPPING DISTANCE TRACTOR ONLY. RSD-Compliant HP-ES S-Cam, tandem axle drum brake.	24

Dual Rear Brake Drums: cast.	0
Dual Rear Hubs: Aluminum hub pilot 46K 11-1/4 in. bolt circle.	0
ConMet PreSet Plus Hub package; dual rear axle.	0
Dual Rear axle automatic slack adjusters.	0

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Description	Weight
Spring Brake: 3030 long stroke dual 30 square inches travel; replaces standard 2-1/2 in. travel. Helps keep brakes in adjustment longer.	4
Bendix 6S/6M anti-lock brake system w/ air traction control (ATC).	6
Interaxle driveline:1 Dana 1710 Series	0
Driver Controlled Differential Lock (Crosslock) for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	39
Rear suspension: Tandem Hendrickson Primaax EX462 46K. Steel crossmember & gussets. 54 in. axle spacing. 10 in. ride height.	86
Track rods: heavy duty for Hendrickson Primaax EX tandem. Replaces standard duty track rods.	37

Tires & Wheels

FR Goodyear Fuel Max RSA 11R22.5 16PR	0
Rear tires: Goodyear G572A LHD Fuel Max 11R22.5 14PR. 42.4 in. diameter. 19.9 in. SLR. Drive tire. Smartway certified. Code is priced per pair of tires.	160
Rear Tire Quantity: 8	0
Front wheel: Alcoa 88367 22.5x8.25 aluminum with Lvl One [TM] finish, hub pilot mount. 7,400 lb. maximum rating. Air disc brake compatible.	-44
Rear wheel: Alcoa 88367/Accuride 50487 22.5x8.25, aluminum outside with Lvl One[TM] finish/steel Steel Armor [TM] powder coat inside, hub pilot mount. 7400 lb. maximum rating. Includes wheel guards. Air disc brake compatible. Code is priced per pair of wheels.	-88
Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
Single front axle: 2 Polished wheels. Polished outboard surface of aluminum wheels.	0
Dual rear axle: 4 Polished wheels. Polished outboard surface of outer dual or single aluminum wheels.	0
Rear Wheel/Rim Quantity: 8	0

Frame & Equipment

Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 285 in. to 336 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section	93
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modulus is 14.00, RDM is 1,770,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.

Bumper: Tapered polished aluminum channel. Requires a bumper setting code.	-6
48.5 in. Bumper setting. Requires a bumper code.	0
Removable Front Tow Hooks: 2.	15

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Description	Weight
Huck bolts throughout frame, where possible.	0
T8 parallel non-polished aluminum battery box module w/ integral step. Extended length for use w/ 2010 SCR style exhaust. Up to 2 air tanks may mount to bottom of box. Batteries will be oriented perpendicular on rail.	72
Battery box location: LH Side.	0
Frame access grabhandle(s) LH mounted. Placement and quantity of grabhandles may vary due to FMCSR frame access requirements.	0
Short aluminum frame access deck plate, 24 in. unless only 12 in. fits.	10
Frame access steps: 2 for fuel/hydraulic tank BOC, LH mount. Available when rear of tank under extends more than 14 in. behind rear of cab, sleeper, or side extender. For tanks located totally behind a cab or sleeper the front of the tank must be within 14 in. from the rear of cab, sleeper, or side extender.	6
T470,C5, T6, T8 non-polished DPF/SCR or CNG cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components.	30
Fifth Wheel: Fixed, Holland FW0070-7683XL 9.00 in. height & 2.0in. kingpin w/ heavy-duty type 'A' lock. Outboard mounting angles, 70K vertical rating, LH release.	588
Fifth Wheel: Fixed angle drilled for 4 additional settings in 2 in. increments. Includes coded setting plus 2 settings ahead and 2 behind. Use with code 6670496-504 to determine the factory setting relative to the coded fixed setting.	0
Fix fifth wheel placement at +4 in. from coded rear or fixed setting for use with 6607023 or 6607024 angle drill. Determines factory setting for fixed fifth wheels only. Use of this code will instruct the factory to place the fifth wheel 4 inches ahead the coded rear setting. That would allow for 4 optional settings behind, each spaced 2 inches apart.	0
FW rear/fixed setting ahd of bogie 4 in indicates rearmost setting measured forward from centerline of tandem or	0

Single rear axle

Rear mudflap arms: Betts B35, shortened w/45 0

degree angle.

Rear mudflap shields: White plastic antisail w/ 0

Kenworth logo.

Top Flange of Rear Frame bent & welded w/ 17

crossmember. Non-towing end-of-frame configuration.

Fuel Tanks & Equip

Fuel Tank: 60 US gallon 24.5in. aluminum BOC -15

replace. Class 8 fuel tanks w/ o locking caps include an anti-siphon device on the filler neck.

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Description

Weight

Fuel Tank: 100 US gallon 24.5in. aluminum BOC

114

add. Class 8 fuel tanks w/ o locking caps include an anti-siphon device on the filler neck. Multiple tank installations include a fuel equalization system w/ dual draw and return lines with a splitter valve located within 6 inches behind the cab. Single draw and return is an option in some cases.

Medium round DEF tank. 20.7 gallons

32

of useable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.

Polish only two aluminum tanks.

0

Polished cover for 1 DEF tank any size.

3

Mechanical anti-roll channel for two tanks.

13

Polished stainless steel tank straps for 2 tanks.

0

Standard DEF to fuel fill ratio: 2:1 or greater.

0

Anti-siphon device swaged in place.

0

For any number of fuel tanks.

DEF tank location is on the RH.

0

Location: 60 gal fuel tank RH behind cab

0

Location: 100 gal fuel tank LH behind cab

0

Cab & Equipment

Cab: Stamped aluminum cab with panoramic curved

0

glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.

Hood: T880 Standard Length With Mechanically

15

Fastened fenders. 122.6 inch BBC.

Fine particulate filter for cabin air HVAC

system. To provide extra filtration in high dust applications. Cabin airflow is reduced with this additional filter. *Cannot be used with code 8108003.

Cab HVAC - Day Cab and 40in Sleeper

System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.

Steering wheel: 18 in. 4-spoke.

Adjustable telescoping tilt steering column.

5 sets of keys. Replaces standard 2 sets of keys.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 8/19/2016 9:41:13 AM
Effective Date: Jan 1, 2016
Prepared by: RANDY SMARTT

Incomplete

Model Number: T880 Series Conventional
Quote/DTP0/CO: Q44018442
Version Number: 37.20



Description	Weight
Dash Switch: 1st Allison-mntd PTO. Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	0
One spare switch: Wired to power.	0
Gauge: Dash mounted air filter restriction gauge.	0
Gauge: Air suspension pressure gauge.	0
Gauge: Engine Oil Temperature Gauge With Integral warning light. The NavPlus HD unit includes a virtual engine oil temperature gauge.	0
Gauge: Fuel filter restriction gauge.	0
Gauge: Manifold Pressure Gauge. The NavPlus HD unit includes a virtual manifold pressure gauge.	0
Gauge: Axle oil temperature, dual-drive axle. (2 gauges) w/integral warning light.	0
Kenworth Driver Performance Center:5in Full Color high resolution Thin Film Transistor (TFT) active matrix display with advanced driver information including fuel economy performance, outside air temp, clock, odometer and trip, engine hour meter, ignition timer, engine RPM, general truck information, diagnostics, and gear display. All Highline functionality is accessed via the Kenworth MCS providing intuitive control at the driver's fingertips. Also includes Dark Cabin functionality. When activated, the only interior light that will function when a door is opened is the door courtesy lamp.	0
Kenworth instrumentation and control package with 9 standard easy-read gauges: includes speedometer, tachometer, fuel gauge, engine coolant temp, engine oil pressure, voltmeter, dual air	0

pressure, an application pressure and DEF gauge. All accessory controls utilize electronically activated solenoids that include advanced vehicle protection interlocks.

Interior color: Slate Gray	0
Interior package: Vantage daycab Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.	0
Rubber floormat	0
DR Seat: GT701 HB with Vinyl material. The GT701 is standard with a single air bag, scissor linkage seat suspension. It includes a single chamber lumbar support, 10in Fore/Aft adjustment, 7in Up/Down adjustment, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	0
RD Seat: GT100 Toolbox IB with Vinyl Material. The GT100 seats are standard with fixed base. Includes 3-point matching seat belts. RD seat standard w/ LH armrest.	0
Seat color: Slate Gray with Gray stitching.	0
Kenworth Radio with AM/FM/WB/USB and Bluetooth	4

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Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q44018442
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Description	Weight
Base Level Audio System - Daycab:High Performance Door Speakers.	2
Non-self cancelling turn signal: W/column-mounted headlight dimmer switch & intermittent wiper control.	0
Kenworth TruckTech+ The Kenworth Remote Diagnostics system provides the Worlds Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This option is Standard on all Kenworths with an MX engine.	0
Long grabhandle LH side mounted to side-of-cab exhaust.	2
Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0
Kenworth Daylite Door with standard LH/RH electric door locks and LH/RH electric window controls.	0
Dual rectangular air horn 23 in. LH & RH top of roof. Includes air horn covers.	4
Look-Down, Pass. Door, Black 11x6	0
LH Hood Mtd Blind Spt, Chrome Circ	4
RH Hood Mtd Blind Spt, Chrome Circ	4

Aero Mirror: Dual Kenworth Chrome Aero. Motorized Heated Mirrors, 7in X 13in With Chrome Mirror Shell and Black Mirror Arms. Also Includes LH/RH Heated 6in X 7in Convex Mirrors. Mirror Brackets Set For 8-1/2 ft Load Width. Mirror Controls Located On Driver Side Door Pad.	0
Rear cab stationary window 19in x 36in	0
Two additional outboard windows 19in x 12in	10
One-piece bonded-in windshield with curved glass. Standard.	0
Exterior stainless steel sunvisor.	19
Fender close-out: Below headlamp, behind bumper. *NOT available with 3-piece bumper.	0
Kenworth Cab/Sleeper Air Suspension.	0

Lights & Instruments

Headlamps: SAE Dual Halogen Complex Reflector	0
Marker Lights: Five, rectangular, LED	0
Turn Signal Lights: Flush mounted LED mounted at top of fender wheel arc	0
LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.	0
Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0
Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	4

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

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Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q44018442
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Description	Weight
Polyswitches replacing fuses. Switch will automatically reset after removal of excess load.	0
Air Equipment	
Air Dryer: Bendix AD-IS Extended Purge heated.	4
Moisture ejection valve w/ pull cable drain.	0
Tractor kit: Center frame-mounted w/ hosetenna. Includes composite gladhand/light plug holder. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve and tractor protection valve are standard. Air lines are detachable at one end only, light lines are detachable at both ends. Conspicuity components are standard.	24
Phillips 15ft coiled light line w/ metal plugs & 6 in. lead. Must code for tractor kit.	4
Coiled air & light lines replacing straight lines Included in tractor kit. 15ft working length.	2
Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0

Trailer ABS electric supply through SAE J560 7-pin connector per TMC RP137).	0
--	---

Optional Hosetenna Bracket Location 1ft BOC/sleeper. Hosetenna bracket will be located plus or minus six inches from any non-standard location requested	0
--	---

Extended Warranty	
Standard Warranty.	0

Miscellaneous	
GHG Secondary Manufacturer: Does Not Apply	0
Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
One 5 lb. dry chemical type fire extinguisher mounted outboard of rider seat. Class ABC.	11

Paint	
Paint color number.	0
N97020 A - L0006 WHITE	
N97200 FRAME N0001 BLACK	
Bumper Unpainted	0
Day Cab Standard Paint	0
1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

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Total Weight	17895 lb
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Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

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Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q44018442
Prepared by:	RANDY SMARTT		Version Number:	37.20

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

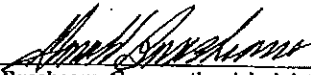
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

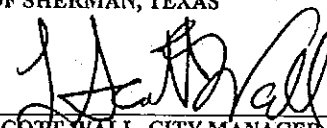
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
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. D. 7.

Meeting Date: 10/03/2016

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6146**

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 609, a 2003 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 Ford / Autocar for \$160,919.00 through the H-GAC. Funding for this purchase was appropriated in the fiscal year 2016-2017 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. 6146

Chastang Quotation

H-GAC Interlocal Agreement

RESOLUTION NO. 6146

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 Sixty Thousand Nine Hundred-Nineteen Dollars and No Cents (\$160,919.00), 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 2016-2017 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 _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

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

HT06-16

Date
Prepared:

8/18/2016

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:	2017 Autocar ACX64 suitable for an automated side load body
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	87422
--	-------

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
16" two stage air cleaner 10030	442	Chassis engineering layout & design 10061	2750
46,000 # Rear axle 10077	4456	5 Year Cummins engine warranty 10155	2850
Fuel water separator 10027	320	Refuse vocational frame prep 10107	1438
2-spd engine fan 10029	475	Integrated LCD driver information center 10094	3140
46,00# Rear suspension 10082	4330	Front pto adapter 10062	1188
5 Year exhaust aftertreatment warranty 10153	2850	Left hand vertical exhaust 10033	749
Trans refuse vocational optimal programming 10063	8370	Heated moto-mirrors 10122	625
Synthetic rear axle lube 10068	424	Integrated body control compartment 10125	1277
Frame overhang over 56" 10090	740	120 Days floorplan 10132	5520
Non default wheelbase 10073	1748	Allison 4500 5-spd transmission 10045	8950
Double frame 10085	2730	Subtotal From Additional Sheet(s):	5878
5 Year transmission warranty 10152	1250	Subtotal B:	62500

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	5882	4 Wheel locking differential	1932
2 spare tires & wheels (1 front, 1 rear)	2583	Subtotal From Additional Sheet(s):	0
		Subtotal C:	10397

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:	160319	=	Subtotal D:	160319
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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):	160919
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CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-16

Date
Prepared:

8/18/2016

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

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

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

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

Description	Cost	Description	Cost
Dual power windows 10119	866	16.5 x 7" refuse front brakes 10096	345
High back air ride driver's seat 10129	85	16.5 x 8.62" rear brakes 10098	385
Wire braided fuel lines 10109	274	Exterior sunvisor 10120	1154
Door check straps 10123	155	LED headlamps 10091	918
Secondary freight 10100	544		
18" Steering wheel 10128	75		
Optional mounting for air dryer 10113	204		
Central manifold for air drain 10114	196		
Steel battery box with aluminum lid 10115	148		
Chromed grille 10127	200		
2 Additional switches wired to power 10134	144	Subtotal From Additional Sheet(s):	0
Engine block heater 10028	185	Subtotal B:	5878

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
			0
		Subtotal F:	0

Delivery Date: 90-120 days to body co.

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

#VALUE!

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA
NUMBER:

91-15399-6

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

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

ARTICLE 3 WHOLE AGREEMENT

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

ARTICLE 4 PERFORMANCE PERIOD

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

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

ARTICLE 5 SCOPE OF SERVICES

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

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

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

ARTICLE 6 PAYMENTS

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

ARTICLE 7 CHANGES AND AMENDMENTS

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

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

ARTICLE 8 TERMINATION PROCEDURES

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

ARTICLE 9 SEVERABILITY

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

ARTICLE 10 FORCE MAJEURE

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

ARTICLE 11 VENUE

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

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

CITY OF ERIAN

Local Government

BY [Signature]

THOMAS M. BUE

CITY MANAGER

DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

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

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

March 28, 1991



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 8.

Meeting Date: 10/03/2016

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6147**

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 637, 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 \$162,211.00 through the H-GAC. Funding for this purchase was appropriated in the fiscal year 2016-2017 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. 6147

Chastang Quotation

H-GAC Interlocal Agreement

RESOLUTION NO. 6147

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 front load chassis at a total price of One Hundred Sixty Two Thousand Two Hundred Eleven Dollars and No Cents (\$162,211.00), 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 2016-2017 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 _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-16

Date
Prepared:

8/18/2016

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:	2017 Autocar ACX64 suitable for a front load refuse body
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	87422
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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
16" two stage air cleaner 10030	442	Chassis engineering layout & design 10061	2750
46,000 # Rear axle 10077	4456	5 Year Cummins engine warranty 10155	2850
Fuel water separator 10027	320	Refuse vocational frame prep 10107	1438
2-spd engine fan 10029	475	Integrated LCD driver information center 10094	3140
46,000# Rear suspension 10082	4330	Front pto adapter 10062	1188
5 Year exhaust aftertreatment warranty 10153	2850	22,000 # Front suspension 10059	967
Trans refuse vocational optimal programming 10063	8370	Heated moto-mirrors 10122	625
Synthetic rear axle lube 10068	424	Integrated body control compartment 10125	1277
Frame overhang over 56" 10090	740	120 Days floorplan 10132	5520
Non default wheelbase 10073	1748	Allison 4500 5-spd transmission 10045	8950
Double frame 10085	2730	Subtotal From Additional Sheet(s):	5696
5 Year transmission warranty 10152	1250	Subtotal B:	62536

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	5882	4 Wheel locking differential	1932
2 spare tires & wheels (1 front, 1 rear)	2583	Subtotal From Additional Sheet(s):	0
Front cab guard	1256	Subtotal C:	11653

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

Quantity Ordered:	1	X Subtotal of A + B + C:	161611	=	Subtotal D:	161611
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	600
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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):	162211
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CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-16

Date
Prepared:

8/18/2016

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

Buying Agency:	City of Sherman (PAGE 2)	Contractor:	Chastang Enterprises dba Chastang Ford / Autocar
Contact Person:	Michael Springer	Prepared By:	John Chastang
Phone:	903-892-7261	Phone:	713-678-5042
Fax:		Fax:	713-678-5001
Email:	michaels@ci.sherman.tx.us	Email:	jinchastang@chastangford.com
Product Code:	A3	Description:	Page 2 of chassis suitable for a front load refuse 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 10119	866	16.5 x 7" refuse front brakes 10096	345
High back air ride driver's seat 10129	85	16.5 x 8.62" rear brakes 10098	385
Wire braided fuel lines 10109	274	22.5 x 9.0 Aluminum front wheels 10143	526
Door check straps 10123	155	LED headlamps 10091	918
Secondary freight 10100	544	Auxiliary load cushions for front axle 10060	446
18" Steering wheel 10128	75		
Optional mounting for air dryer 10113	204		
Central manifold for air drain 10114	196		
Steel battery box with aluminum lid 10115	148		
Chromed grille 10127	200		
2 Additional switches wired to power 10134	144	Subtotal From Additional Sheet(s):	0
Engine block heater 10028	185	Subtotal B:	5696

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
			0
		Subtotal F:	0

Delivery Date: 90-120 days to body co.

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

#VALUE!

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA
NUMBER:

91-15399-6

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

WITNESSETH:

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

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

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

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

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

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

ARTICLE 3 WHOLE AGREEMENT

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

ARTICLE 4 PERFORMANCE PERIOD

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

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

ARTICLE 5 SCOPE OF SERVICES

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

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

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

ARTICLE 6 PAYMENTS

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

ARTICLE 7 CHANGES AND AMENDMENTS

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

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

ARTICLE 8 TERMINATION PROCEDURES

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

ARTICLE 9 SEVERABILITY

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

ARTICLE 10 FORCE MAJEURE

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

ARTICLE 11 VENUE

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

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

CITY OF ERIAN

Local Government

BY [Signature]

THOMAS M. BUE

CITY MANAGER

DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

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

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

March 28, 1991



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 9.

Meeting Date: 10/03/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6148**

Authorizing Execution of an Encroachment Easement to Sam Thorpe for the Installation of a Sanitary Sewer Service Lateral Line within the West Side of the Ricketts Street Right-of-Way for Sanitary Sewer Services at 122 South Ricketts Street in the City of Sherman

Issue:

To consider granting an encroachment easement into the Ricketts Street right-of-way in Sherman, Texas

Background:

The subject property has no access to the public sewer utilizing existing platted easements. To access the City sewer, it will be necessary to install a private service lateral in the Ricketts Street right-of-way.

Origination:

Sam Thorpe

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment and, upon receiving approval from the franchised utilities, it is recommended that the encroachment be granted.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6148

Encroachment Easement

Request for Encroachment dated September 28, 2016

Aerial Location Map

RESOLUTION NO. 6148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO SAM THORPE FOR THE INSTALLATION OF A SANITARY SEWER SERVICE LATERAL LINE WITHIN THE WEST SIDE OF THE RICKETTS STREET RIGHT-OF-WAY FOR SANITARY SEWER SERVICES AT 122 SOUTH RICKETTS STREET IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an Encroachment Easement to Sam Thorpe, in substantially the same form as presented at this meeting, for the installation of a sanitary sewer service lateral line within, over, upon and across the west side of the Ricketts Street right-of-way for sanitary sewer services at 122 South Ricketts Street in the City of Sherman, Texas, as shown on Exhibit "A", approved by the City Engineer and the City Attorney, attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON SHELBY,
CITY ATTORNEY

ENCROACHMENT EASEMENT

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

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR", in consideration of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **SAM THORPE** of Sherman, Texas, hereinafter called "GRANTEE", an encroachment easement to install a sanitary sewer service lateral line within, over, upon and across the west side of the Ricketts Street right-of-way for sanitary sewer services at 122 South Ricketts Street, as shown on the location map marked Exhibit "A", attached hereto and incorporated herein for all purposes. Said encroachment easement shall be inferior, subordinate, and subject to the GRANTOR's rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, its successors and assigns, for the limited purpose of installing a sanitary sewer service lateral line within the herein described encroachment area, as shown on the attached exhibit.

That GRANTEE shall fully and completely indemnify and hold harmless the GRANTOR from any and all damages, actions, suits, claims, demands, liabilities, executions and judgments, whether liquidated or unliquidated, absolute or contingent, direct or indirect, at law or in equity, together with attorneys fees which may occur in any manner by reason of any matter, fact, or thing arising from this conveyance and use of the area.

The GRANTEE shall restore the surface of the encroachment area to the same or better condition that existed prior to the installation of the sanitary sewer service lateral line.

The GRANTEE agrees to and shall allow any and all franchised utilities to continue uninterrupted use of the encroachment area described herein for their operations without cost, fees, or expense.

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

In the event it becomes necessary for the GRANTOR to revoke and rescind this encroachment easement, GRANTEE agrees and consents to such revocation and rescission by GRANTOR unilaterally passing a resolution to that effect and filing the same in the Deed Records of Grayson County, Texas, all without the joinder or consent of GRANTEE herein.

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

EXECUTED this the _____ day of _____, A.D., 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

Encroachment Request

I, Sam Thorpe, owner of the property at 122 South Ricketts Street in Sherman, Texas, request that the City of Sherman grant an encroachment easement into the Ricketts Street right-of-way to install a single residential sewer lateral in the west side of the street right-of-way of Ricketts Street. The subject property has no access to a public sewer across any private properties in the area.

The sewer lateral will be installed per City requirements and will undergo all required inspections.

Thank you for your consideration in this matter.

Sincerely,



Sam Thorpe

Date Signed:

20 Sept 10

Exhibit A





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 10/03/2016

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

REQUEST TO ADVERTISE

Annual Cost Reporting System for Ambulance Supplemental Payment Program (ASPP) Reimbursements

Issue:

Approve advertising for public bids that will provide the City with a cost reporting system for annual reimbursements from the Ambulance Supplemental Payment Program (ASPP)

Background:

Under the Texas Ambulance Supplemental Payment Program (TASPP) administered by the Texas Health Services Commission, the City has an opportunity to offset losses incurred when treating and transporting Medicaid beneficiaries and uninsured patients. To accomplish this, the City can publicly bid out for vendors that would develop and manage a cost reporting system that would satisfy Texas Health and Human Services (HHSC) requirements for the Ambulance Supplemental Payment Program (ASPP) reimbursements.

Origination:

Finance Department

Financial Consideration:

The costs for this annual service would be offset by reimbursement payments received.

Staff Recommendation:

It is requested that the City Council authorize the staff to advertise the annual contract for bids.

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 1.

Meeting Date: 10/03/2016

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 3, 2016

Issue:

St. Mary's Catholic School is planning to hold the 6th Annual "Run Run Rudolph 5K and Family Fun Run/Walk" on Saturday, December 3rd 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

Request Letter dated August 19, 2016

"Run Run Rudolph" 5K Map



August 19, 2016

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

Dear Mr. Hefton,

We are requesting to hold the 6th Annual St. Mary's Run Run Rudolph 5K and Family Fun Run/Walk on Saturday, December 3, 2016. 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 (course map attached).

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.

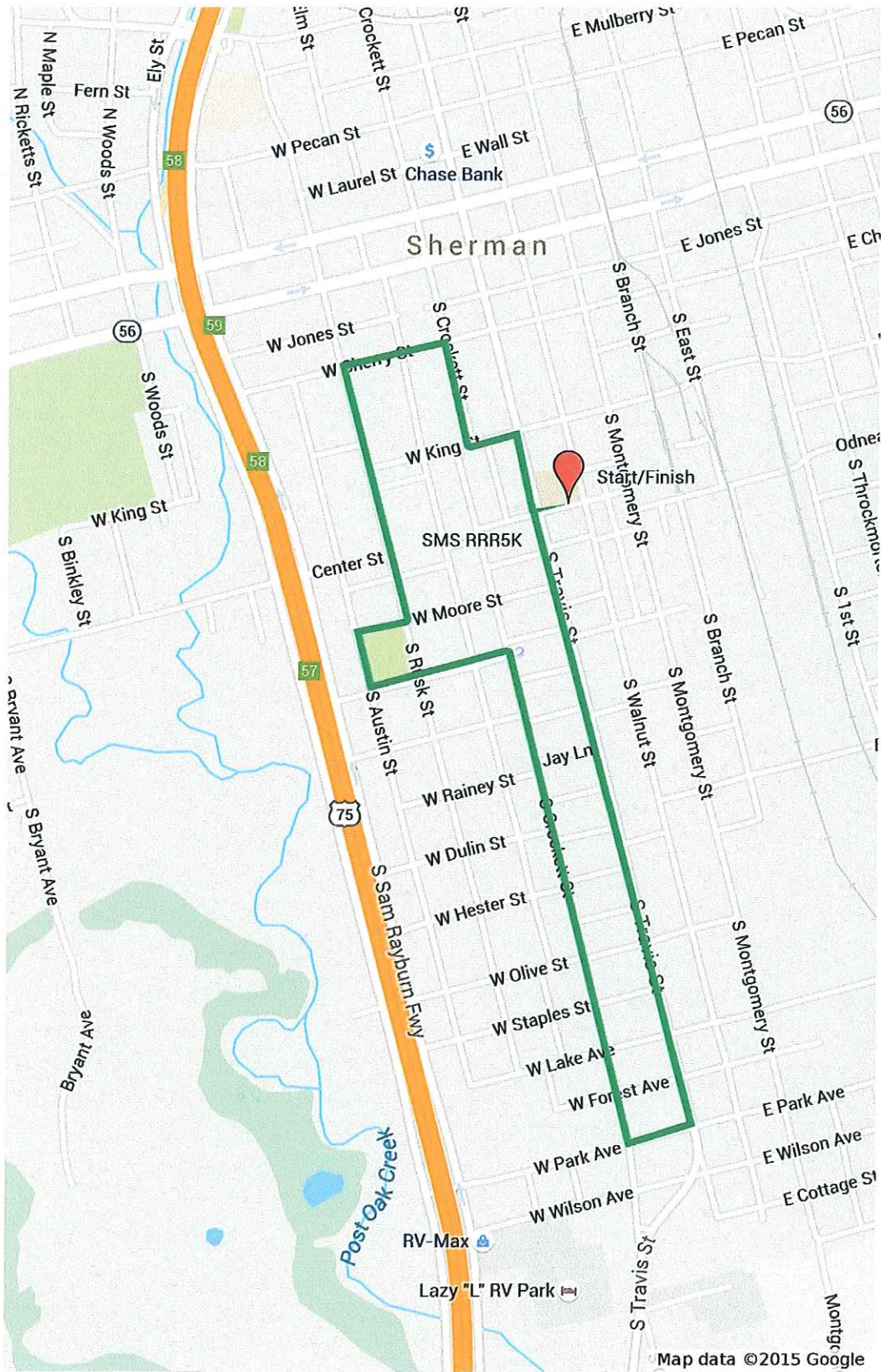
Sincerely,

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

Meeting Date: 10/03/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2016 Council Calendar

2016

JANUARY						
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FEBRUARY						
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NOVEMBER						
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DECEMBER						
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1/11/2016	Called Council Mtg for Transportation Workshop
4/11/2016	Called Joint Mtg w/SISD Board in Council Chambers
4/15/2016	Called Budget Planning Mtg in Council Chambers
06/21-22/2016	Called Budget Workshop in Council Chambers
6/23/2016	Called Joint Mtg with SISD Board at SISD Admin Off
7/4/2016	Independence Day/Called Council Mtg on 7/5/2016
7/12/2016	Called Council Mtg for 2nd PH & Adoption of Ord. No. 5958 (90-Moratorium on Development at FM 691 & SH 289)
7/19/2016	Called Council Mtg for Parks & Rec Master Plan Hearing in Municipal Ballroom

8/29/2016	Called Council Mtg to Consider Real Estate Purchase in Council Chambers
9/5/2016	Labor Day/Called Council Meeting on 9/6/2016
9/8/2016	Called Joint Mtg w/SISD Board in Council Chambers
9/15/2016	Called Joint Mtg w/SEDCO Board in Council Chambers
10/12/2016	Called Joint Mtg w/Main Street Advisory Board in Council Chambers to Discuss Downtown Incentives