CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 1, 2012
5:00 P.M.

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

A.2 PLEDGE OF ALLEGIANCE

A.3 INVOCATION BY COUNCIL MEMBER JOE N. SMITH

A.4 APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 17, 2012 AND THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS) OF SEPTEMBER 21, 2012

Consent Agenda

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

Resolutions

C.1 ** RESOLUTION NO. 5707*
Authorizing Execution of an Interlocal Agreement between the City of Sherman and the City of Southmayd for Ambulance and Emergency Medical Services

C.2 ** RESOLUTION NO. 5708*
Authorizing Execution of Professional Services Agreements with Timothy L. Morris, P.E., dba Morris Engineers and Underwood Drafting and Surveying, Inc. for the Design and Surveying of the State Highway 289 North Branch Sewer Improvements

C.3 ** RESOLUTION NO. 5709*
Authorizing Execution of an Agreement with Cupid Investments, Inc. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1528 South Montgomery Street

C.4 ** RESOLUTION NO. 5710*
Authorizing the Purchase of Two New Residential Automated Collection Truck Chassis for the Solid Waste Services Department from Chastang's Bayou City Autocar through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.5 **** RESOLUTION NO. 5711***
Authorizing the Purchase of Two New Residential Automated Collection Packer Bodies for the Solid Waste Services Department from Heil of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.6 **** RESOLUTION NO. 5712***
Authorizing the Purchase of a 2013 Ford F-350 Fleet Service Vehicle for the Fleet Maintenance Department from Sam Pack's Five Star Ford through the Houston-Galveston Area Council of Governments (H-GAC)

C.7 **** RESOLUTION NO. 5713***
Adopting an Investment Policy for the City of Sherman

Request to Advertise

D.1 **** REQUEST TO ADVERTISE***
State Highway 289 Water Main Construction Project

Other Business

D.2 **** OTHER BUSINESS***
Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Wall Street (between Travis Street and Montgomery Street) and Walnut Street (between Pecan Street and Houston Street) for a Halloween Event on Saturday, October 13, 2012

D.3 **** OTHER BUSINESS***
Consider Request of the Sherman Independent School District and the Sherman High School Student Council to Temporarily Close Certain Streets for the 2012 Sherman High School Homecoming Parade on Monday, October 15, 2012

D.4 OTHER BUSINESS
Receive Presentation from Parks and Community Service Director Kevin Winkler on Parks and Recreation Services

D.5 OTHER BUSINESS
Receive Update from Mayor Bill Magers on the City's Participation in the Transportation Excellence for the 21st Century (TEX-21) U.S. 75/69 Corridor Task Force and Consider Renewal of Membership in TEX-21 for Fiscal Year 2012-2013

D.6 CITIZEN REQUESTS

D.7 MEDIA QUESTIONS

Consider Board/Commission Appointments

D.8 TABLED AT THE SEPTEMBER 17, 2012 CITY COUNCIL MEETING: APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Parks and Recreation Advisory Board (2)

D.9 COUNCIL COMMENTS

D.10 ADJOURNMENT

COUNCIL CALENDAR

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Joe N. Smith, Council Member

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER JOE N. SMITH

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 17, 2012 AND THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS) OF SEPTEMBER 21, 2012

STATE OF TEXAS §

September 17, 2012

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on September 17, 2012.

MEMBERS PRESENT: **MAYOR BILL MAGERS.**
COUNCIL MEMBERS HOWETH, PLYLER, SMITH, SOFTLY, WACKER.

MEMBERS ABSENT: **DEPUTY MAYOR WILLIE STEELE.**

CALL TO ORDER

CALL TO ORDER

Mayor Magers called the meeting to order at 5:00 p.m. The Pledge of Allegiance and the Invocation were given by Mayor Bill Magers.

APPROVE MINUTES

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council Meeting of September 4, 2012. Council Member Wacker moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

PROCLAMATION
"TEXOMA NIGHT OUT" – OCTOBER 2, 2012

TEXOMA NIGHT OUT (OCT. 2, 2012)

Council Member Smith presented a proclamation to Police Sergeant D.M. Hampton designating October 2, 2012 as "Texoma Night Out" in Sherman.

Sgt. Hampton thanked the City Council for their support of "Texoma Night Out", adding that it is a great opportunity for the officers to go out in the community and work with the citizens to say they don't want crime in Sherman.

OTHER BUSINESS
RECEIVE CITY MANAGER GEORGE OLSON'S COMMENTS ON VARIOUS CIVIL SERVICE AGENDA ITEMS

CIVIL SERVICE AGENDA ITEMS

Mayor Magers said George Olson, City Manager, was going to comment on two ordinances and a resolution concerning Civil Service issues for police officers and firefighters.

Mr. Olson explained that Ordinance 5754 and 5755 are administrative and deal mainly with title changes and operations strategy.

In the Police Department, the staff is proposing a title change for the rank of captain. Currently there are two captains, however the duties they perform are not accurately reflected with that title. The title change will be from captain to assistant chief and will affect two positions. Mayor Magers confirmed that there will be no pay change.

Mr. Olson said that, in the Fire Department, the staff is proposing a title change too. In 2009, title changes were made from captain to battalion chief, and a new rank of division chief was created.

In 2011, the City Council authorized the reduction of division chiefs from four to three, in order to allow time for personnel to gain experience and meet the qualifications to take the promotional examination. This goal has now been met, and the staff is asking to revert back to four division chiefs and three battalion chiefs.

Additionally, the Fire Department has historically assigned an engineer to drive and operate each fire apparatus and ambulance. The staff is proposing to eventually eliminate the assignment of having engineers drive ambulances. Assigning two firefighters to an ambulance allows the personnel to rotate duties and responsibilities and is consistent with industry standards.

The plan is to accomplish this by reducing the allocated number of engineers from 27 to 15. This will be done through attrition over the next two or three years.

Resolution 5699 deals with multiple pay issues for Civil Service employees. The City is required by State law to establish salary structures and incentive certification pay schedules for members of the classified service. The resolution establishes previously discussed market adjustments for certain positions. It also applies the 2.5% across-the-board pay increase for all employees, that was approved by the City Council, and will take effect on October 1, 2012.

<u>INTRODUCTION AND PUBLIC HEARING OF ORDINANCES</u>

ORD 5754
FIRE & POLICE
PAY SCHEDULES

Mayor Magers introduced Ordinance 5754 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5626 IN ITS ENTIRETY; ESTABLISHING ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.

No citizens appeared before the City Council to discuss Ordinance 5754.

ORD 5755
FIRE & POLICE
POSITIONS

Mayor Magers introduced Ordinance 5755 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED “PERSONNEL”, ARTICLE 9.05, ENTITLED “CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS”, AT SECTION 9.05.026, ENTITLED “AUTHORIZED NUMBER OF POSITIONS”, TO AMEND THE NUMBER OF AUTHORIZED POSITIONS IN THE FIRE AND POLICE DEPARTMENTS; PROVIDING FOR INCLUSION IN

THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5755.

ORD 5756
ELECTION JUDGES
& EARLY VOTING
SCHEDULE

Mayor Magers introduced Ordinance 5756 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5751; APPOINTING ELECTION OFFICIALS AND PROVIDING A SCHEDULE FOR EARLY VOTING FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 6TH DAY OF NOVEMBER, 2012, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) AT-LARGE CITY COUNCIL MEMBERS.

No citizens appeared before the City Council to discuss Ordinance 5756.

ORD 5757
SUP FOR
AUTO REPAIR
(3520 TEXOMA PKWY)

Mayor Magers introduced Ordinance 5757 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOTIVE REPAIR AND DETAIL CENTER IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 3520 TEXOMA PARKWAY, SUITE A, BEING LOT 6A, BLOCK 1, REDICK ADDITION, REPLAT OF LOT 6, BLOCK 1 (JOHN SHOULDERS, OWNER; DAVID SHOULDERS, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

No citizens appeared before the City Council to discuss Ordinance 5757.

ORD 5758
ZONE CHANGE
(1702 & 1706
E. HOUSTON)

Mayor Magers introduced Ordinance 5758 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 1702 AND 1706 EAST HOUSTON STREET (KRISTI D. CORDELL AND DONALD W. MAKINSON, OWNERS; DOMINIC TORNAMBE, AVENTINE DEVELOPMENT CORPORATION, REPRESENTATIVE / PROSPECTIVE BUYER); PROVIDING FOR A REPEALER.

Mayor Magers announced that Ordinance 5758 was withdrawn from the Agenda at the request of Aventine Development.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5754
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 5626 IN ITS ENTIRETY; ESTABLISHING ASSIGNMENT PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.

ORD 5754
FIRE & POLICE
PAY SCHEDULES

Ordinance 5755
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "PERSONNEL", ARTICLE 9.05, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", AT SECTION 9.05.026, ENTITLED "AUTHORIZED NUMBER OF POSITIONS", TO AMEND THE NUMBER OF AUTHORIZED POSITIONS IN THE FIRE AND POLICE DEPARTMENTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5755
FIRE & POLICE
POSITIONS

Ordinance 5756
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5751; APPOINTING ELECTION OFFICIALS AND PROVIDING A SCHEDULE FOR EARLY VOTING FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 6TH DAY OF NOVEMBER, 2012, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) AT-LARGE CITY COUNCIL MEMBERS.

ORD 5756
ELECTION JUDGES
& EARLY VOTING
SCHEDULE

Ordinance 5757
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOTIVE REPAIR AND DETAIL CENTER IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 3520 TEXOMA PARKWAY, SUITE A, BEING LOT 6A, BLOCK 1, REDICK ADDITION, REPLAT OF LOT 6, BLOCK 1 (JOHN SHOULDERS, OWNER; DAVID SHOULDERS, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

ORD 5757
SUP FOR
AUTO REPAIR
(3520 TEXOMA PKWY)

Mayor Magers said the Planning and Zoning Commission is requiring the requestor to place stucco on the back of a building that will be seen from the street and he felt this would help the aesthetics of Texoma Parkway.

ACTION TAKEN.
Motion by Council Member Smith to approve Ordinance Nos. 5754, 5755, 5756, and 5757, as presented. Second by Council Member Softly.
VOTING AYE: Howeth, Plyler, Smith, Softly, Wacker.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 5758
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 1702 AND 1706 EAST HOUSTON STREET (KRISTI D. CORDELL AND DONALD W. MAKINSON, OWNERS; DOMINIC TORNAMBE, AVENTINE DEVELOPMENT CORPORATION, REPRESENTATIVE / PROSPECTIVE BUYER); PROVIDING FOR A REPEALER.

ORD 5758
ZONE CHANGE
(1702 & 1706
E. HOUSTON)
(WITHDRAWN FROM AGENDA)

Ordinance 5758 was withdrawn from the Agenda at the request of Aventine Development.

Mayor Magers explained that the developer had some property rezoned from residential to commercial. Once property is rezoned it doesn't revert back, but he said they had an agreement that if the deal didn't go through, the property would revert back to residential. The developer withdrew their request, so the zoning doesn't change.

Ordinance 5752
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 2012; 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 5752
LEVY OF AD
VALOREM TAXES

Mayor Magers verified that the ordinance keeps the tax rate at $0.32 per $100 valuation.

ACTION TAKEN.
> **Motion by Council Member Wacker to approve Ordinance No. 5752, as presented. Second by Council Member Howeth.**

VOTING AYE: Howeth, Plyler, Smith, Softly, Wacker.
VOTING NAY: None.
MOTION CARRIED.

<u>CONSENT AGENDA</u>

CONSENT AGENDA

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

<u>RESOLUTIONS</u>
<u>RESOLUTION NO. 5699 – REVOKING AND REPLACING RESOLUTION NO. 5425; ESTABLISHING SALARY STRUCTURES AND INCENTIVE / CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS</u>

RES 5699
FIRE & POLICE
PAY SCHEDULES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 5425; ESTABLISHING SALARY

STRUCTURES AND INCENTIVE / CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.
CONSENT AGENDA.

RES 5700 COUNTY FIRE PROTECTION CONTRACT

RESOLUTION NO. 5700 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013.

Jeff Jones, Fire Chief, explained that this resolution is the annual renewal of the fire services agreement with Grayson County. Previously the contract has been for three years, however this year the contract is for one year but is renewable. It does not include any cost increase or any change in revenue from the County.

RES 5701 COUNTY AMBULANCE SERVICES CONTRACT

RESOLUTION NO. 5701 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013
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, 2012 THROUGH SEPTEMBER 30, 2013.

Chief Jones said the only difference in the annual contract with Grayson County for ambulance service is that it doesn't include the corporate limits of the City of Southmayd.

Mayor Magers verified that there is no cost increase to the City of Sherman from Grayson County for ambulance service or fire service. It is revenue for the City.

ACTION TAKEN.
Motion by Council Member Smith to approve Resolution Nos. 5700 and 5701, as presented. Second by Council Member Howeth.
VOTING AYE: Howeth, Plyler, Smith, Softly, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RES 5702 ENCROACHMENT FOR DOWNTOWN BALCONIES

RESOLUTION NO. 5702 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO ROBERT W. MINSHEW, PRESIDENT OF KELLY SQUARE, INC., FOR THE CONSTRUCTION OF BALCONIES AND SUPPORTS INTO A DOWNTOWN CITY SIDEWALK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO ROBERT W. MINSHEW, PRESIDENT OF KELLY SQUARE, INC., FOR THE CONSTRUCTION OF BALCONIES AND SUPPORTS INTO A DOWNTOWN CITY SIDEWALK.

<u>Robert W. Minshew, 206 W. Belden</u>
Mr. Minshew told the Council the Downtown Sitescape Program is a mess right now, but it will be great. The goal is to have an attractive downtown that encourages citizens to come to the downtown area all day and at night. He felt the pedestrian traffic, trees, and one-way traffic will encourage people to visit downtown.

He added that Fulbelli's Restaurant, located in Kelly's Square, would like to expand and add a piano lounge. They have asked if two New Orleans' style balconies could be located in place of the present canopies. The balconies would be the same size as the canopies.

The balconies would be 11 feet wide, the same as the current canopies, however the canopies extend five feet over the sidewalk and the balconies would extend eight feet over the sidewalk. That would still be four feet from the curb and no vehicle bumpers should extend far enough in to hit the post.

Mr. Minshew said two exterior doors will also be added on the meazzine level to open onto the balconies. The north balcony would be for smoking and the south balcony will be non-smoking, since Sherman normally has prevailing south winds. He added that the piano lounge should be open by the end of September 2012.

Mr. Minshew said the balconies would require an exception on the encroachment because, for safety reasons, they want to put two posts into the sidewalk, under each balcony. He felt there would be a lot of people crowding onto the balconies during the annual Christmas parade and they did not want the balconies to collapse. The posts would be four or five inch engineered steel and would not allow the balconies to collapse.

The building was constructed in 1870 and the brick wall tying the buildings together was constructed in 1919, so Mr. Minshew said he did not feel a cantilevered balcony tied back to a wall that old would be secure enough to ensure it would not fall. He added that the balcony would not fall with the steel posts in the sidewalk. If approved, the balconies should be completed within two months.

He said no engineering has been done at this point. Requesting the encroachment was the first step. The request will be heard by the Planning and Zoning Commission at the September 18, 2012 Meeting.

Council Member Smith confirmed that the sidewalks are approximately 12 feet wide, so the 8 foot balcony will leave 4 feet to the curb. There will be four total posts, one at the corner of each balcony.

Council Member Smith asked if the posts will be in the pedestrian walkway. Council Member Wacker said they will probably be in line with the existing planter boxes. Mr. Minshew said the posts will be at the same distance from the building as the planter boxes are now. He said the same travel walkway is about eight feet and it will still be there.

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution No. 5702, as presented. Second by Council Member Howeth.

VOTING AYE: Howeth, Plyler, Smith, Softly, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RES 5703
RESIDENTIAL TAX ABATEMENT
(1109 N. BRENTS)

RESOLUTION NO. 5703 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH CURT SIMMONS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1109 NORTH BRENTS AVENUE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH CURT SIMMONS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1109 NORTH BRENTS AVENUE.
CONSENT AGENDA.

RES 5704
ANNUAL SUPPLY OF TIRES & TUBES

RESOLUTION NO. 5704 – AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH DIAMOND SERVICE CENTER FOR AN ANNUAL SUPPLY OF TIRES AND TUBES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH DIAMOND SERVICE CENTER FOR AN ANNUAL SUPPLY OF TIRES AND TUBES.
CONSENT AGENDA.

RES 5705
FIRE VEHICLE PURCHASE

RESOLUTION NO. 5705 – AUTHORIZING THE PURCHASE OF A 2013 CHEVROLET TAHOE SSV 4X4 FOR THE SHERMAN FIRE DEPARTMENT FROM CALDWELL COUNTRY CHEVROLET THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2013 CHEVROLET TAHOE SSV 4X4 FOR THE SHERMAN FIRE DEPARTMENT FROM CALDWELL COUNTRY CHEVROLET THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

RESOLUTION NO. 5706 – AUTHORIZING THE PURCHASE OF A 2013 PIERCE IMPEL PUMPER 3P/358 AND EQUIPMENT FOR THE SHERMAN FIRE DEPARTMENT FROM SIDDONS-MARTIN EMERGENCY GROUP THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC)

RES 5706 FIRE PUMPER PURCHASE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2013 PIERCE IMPEL PUMPER EP/358 AND EQUIPMENT FOR THE SHERMAN FIRE DEPARTMENT FROM SIDDONS-MARTIN EMERGENCY GROUP THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC).
CONSENT AGENDA.

CHANGE ORDER NO. 2
DOWNTOWN SHERMAN STREETSCAPE IMPROVEMENTS PROJECT; VESCOR, INC. DBA VESSELS CONSTRUCTION; $47,127.99 INCREASE

DOWNTOWN SHERMAN STREETSCAPE IMPROVEMENTS

Clay Barnett, City Engineer, presented an update on the Downtown Streetscape Improvements Project. He showed a video of the project completed by Red Letter Media. He also showed before and after photos of the project.

Mr. Barnett said the project is approximately 50% complete and all 15 pedestrian refuge areas have been poured, as well as 2,590 square yards of concrete.

Change Order No. 1 did not go before the City Council, but was a deduction of $17,960.08 for Value Engineering and for removing the trees from the contract. Downtown Sherman Preservation and Revitalization has expressed an interest in planting trees in the downtown area.

He also presented a schedule for the remaining work on the project saying it should be completed by Thanksgiving. Work continues on the traffic signal wiring, water line replacement by City crews, and the walks and planters along Houston and Lamar Streets.

Change Order No. 2 will include the mill and overlay of Houston, Lamar, and Crockett Streets. Mr. Barnett explained that the water lines on those three streets were originally installed in the early 1900's. Water lines under Travis Street were replaced in 2011.

The water line on Crockett Street, north of Lamar Street has currently failed at the valve and the one at Houston Street failed during the construction. Because of the age of the lines and the fact that the City doesn't want to replace them after the project is completed, Mr. Barnett recommended that City crews replace the older pipes at a cost of $43,500. Funding is available in the FY 2012 operating budget.

Council Member Smith asked if temporary lane striping could be completed to help citizens understand the current traffic flow. He said some have expressed confusion and think there is currently one lane of traffic, especially at

Crockett and Lamar Streets. He said the pedestrian refuge area blocks the right lane of traffic and it appears to be one lane of traffic. Mr. Barnett said there is $550 in the change order to cover striping, which will be completed after the mill.

Mayor Magers confirmed that this will complete the mill and overlay of the downtown area. Mr. Barnett confirmed that the mill and overlay should also be completed by Thanksgiving.

Mr. Barnett outlined the costs for Change Order No. 2, which results in an increase of $47,127.99. The total project cost is $285,376.82, which is close to the original cost.

Council Member Howeth asked what type of trees DSP&R would plant downtown and would the falling leaves be a problem on the streets and cause additional street sweeping. Mr. Barnett said they are looking at a combination of Texas Red Oak and Crepe Myrtle.

ACTION TAKEN.

> **Motion by Council Member Smith to approve Change Order No. 2 for a $47,127.99 increase for the Downtown Sherman Streetscape Improvements Project, as presented. Second by Council Member Plyler.**

VOTING AYE: Howeth, Plyler, Smith, Softly, Wacker.
VOTING NAY: None.
MOTION CARRIED.

<u>OTHER BUSINESS</u>

<u>REPLAT APPROVAL OF LOTS 1 AND 8, BLOCK C OF THE AMENDED REPLAT OF BLOCK C OF SHERMAN COMMONS ADDITION, CONTAINING 2.26 ACRES; SHERMAN COMMONS, LP, OWNERS; McALISTER'S DELI, TENANT; VILBIG & ASSOCIATES, PLLC, ENGINEERS/SURVEYORS; AND SARTIN & ASSOCIATES, INC., SURVEYORS (3801 U.S. HIGHWAY 75 NORTH AND 3806 LOY LAKE ROAD)</u>

APPROVE REPLAT SHERMAN COMMONS ADDITION

The City Council approved the Replat of Lots 1 and 8, Block C of the Amended Replat of Block C of Sherman Commons Addition, located at 3801 U.S. Highway 75 North and 3806 Loy Lake Road.

The property consists of 2.26 acres in the Sherman Commons Addition, just north of Taco Cabana. The owners would like to replat the two lots, moving lot lines to enlarge one of the lots and construct a 3,800 square foot building for McAlister's Deli.

The Planning and Zoning Commission recommended approval of the Replat.
CONSENT AGENDA.

<u>CITIZENS REQUESTS</u>

CITIZEN'S REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS MEDIA QUESTIONS

There were no media questions.

PARKS AND RECREATION ADVISORY BOARD (2) PARKS & RECREATION ADVISORY BOARD (TABLED)

ACTION TAKEN.

> **Motion by Council Member Smith to table appointments to the Parks and Recreation Advisory Board. Second by Council Member Wacker.**

VOTING AYE: Howeth, Plyler, Smith, Softly, Wacker.
VOTING NAY: None.
MOTION CARRIED TO TABLE.

COUNCIL COMMENTS

ARTS FESTIVAL ARTS FESTIVAL

Council Member Smith said Arts Festival was great and it was the perfect day. He added that the event was well organized.

FAIRVIEW SOCCER FIELDS FAIRVIEW SOCCER FIELDS

Council Member Smith complimented the Parks Department on the condition of the soccer fields at Fairview Park. He said he heard a lot of nice comments about their condition.

ARTS FESTIVAL ARTS FESTIVAL

Council Member Wacker agreed with the comments about the Arts Festival. She said it was a great day, but there is a lot that goes on behind the scenes to make it happen. She complimented the City staff, Police Department, and the volunteers and organizations that participate in the event.

ARTS FESTIVAL ARTS FESTIVAL

Council Member Softly agreed and said he had heard nothing but good comments about the Arts Festival. He agreed it was a good job by all those that were involved.

ARTS FESTIVAL ARTS FESTIVAL

Council Member Howeth was also thankful that the weather was wonderful for Arts Festival.

SHERMAN YOUTH FOOTBALL SHERMAN YOUTH FOOTBALL

Mayor Magers said there was a great article in the Herald Democrat about the Sherman Youth Football program. He added that Sherman did win.

SHERMAN IMPROVEMENTS SHERMAN IMPROVEMENTS

Mayor Magers had a comment about tonight's City Council Meeting saying it was great when you see City improvements being done by the City and its partners, Texas Department of Transportation and the Downtown Sherman Preservation & Revitalization, without costing the Sherman taxpayers one nickel of revenue. A private enterprise is also making improvements to their building without "red tape" to jump through.

He confirmed that Mr. Minshew should have the balconies completed at Kelly Square in about a month and a half, if everything is approved.

Mayor Magers said things are happening in downtown Sherman the way it should be, without raising taxes and the citizens paying out of their pockets.

EXECUTIVE SESSION

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.

SECTION 551.074	**PERSONNEL MATTERS DELIBERATE THE EVALUATION OF A PUBLIC OFFICER OR EMPLOYEE: ANNUAL PERFORMANCE EVALUATION OF THE CITY MANAGER**
	ANNUAL PERFORMANCE EVALUATION OF THE CITY ATTORNEY
	CONSIDER THE QUALIFICATIONS, APPOINTMENT AND REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS: SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS (2)

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:42 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:27 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

SHERMAN ECONOMIC DEVELOPMENT CORPORATION

SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS (2)
ACTION TAKEN.

> **Motion by Council Member Wacker to reappoint Chris Pendergrass and Dean Gilbert, Jr. to the Sherman Economic Development Corporation Board of Directors for a term from October 1, 2012 to October 1, 2014. Second by Council Member Softly.**

VOTING AYE: Howeth, Plyler, Smith, Softly, Wacker.
VOTING NAY: None.
MOTION CARRIED.

ADJOURNMENT

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:29 p.m.

MAYOR

CITY CLERK

Reeves, Patsy

From:	Wayne Bennett [wbennett@aventinedevco.com]
Sent:	Friday, September 14, 2012 6:25 AM
To:	Shadden, Scott
Cc:	Reeves, Patsy
Subject:	Rezoning Public Hearing

Good Morning Mr. Shadden,

I wanted to inform the City that Aventine Development wants to withdraw the application for Public Hearing in front of the City Council on Monday, September 17th regarding the Rezoning of the residential properties located at Houston & Harrison. We have the following concerns:

- Ongoing inability to get Olmstead to work in good faith on a reasonable timeline to sign the contract to purchase their property
- Concern about access restrictions by the DOT

We may still evaluate this development later, but we cannot in good faith complete the rezoning of these people's homes on Monday.

I will call you this morning, about 9AM to confirm your receipt of this e-mail and to work out any details necessary to accomplish the withdrawal.

Sincerely,

Wayne M. Bennett
(954) 818-3825 cell

AVENTINE
DEVELOPMENT CORPORATION

Downtown Sherman Streetscape Improvements

September 17, 2012

Sherman
CLASSIC TOWN. BROAD HORIZON.

SE Corner Crockett & Lamar

Before

Sherman
CLASSIC TOWN. BROAD HORIZON.

SE Corner Crockett & Lamar

Current

NW Corner of Crockett & Lamar

Sherman
CLASSIC TOWN. BROAD HORIZON.

NW Corner of Crockett & Lamar

SW Corner of Travis & Lamar

SW Corner of Travis & Lamar

NW Corner of Travis & Houston

Sherman
CLASSIC TOWN. BROAD HORIZON.

NW Corner of Travis & Houston

NE Corner of Travis & Houston

Before

NE Corner of Travis & Houston

Sherman
CLASSIC TOWN. BROAD HORIZON.

NE Corner of Travis & Houston

Current

Sherman
CLASSIC TOWN. BROAD HORIZON.

SE Corner of Travis & Houston

Before

Sherman
CLASSIC TOWN. BROAD HORIZON.

SE Corner of Travis & Houston

Current

Sherman
CLASSIC TOWN. BROAD HORIZON.

NE Corner of Travis & Lamar

Before

Sherman
CLASSIC TOWN. BROAD HORIZON.

NE Corner of Travis & Lamar

Sherman SE Corner of Travis & Lamar

CLASSIC TOWN. BROAD HORIZON.

Sherman
CLASSIC TOWN. BROAD HORIZON.

SE Corner of Travis & Lamar

Sherman Status

CLASSIC TOWN. BROAD HORIZON.

- Approximately 50% complete
  - All 15 pedestrian refuge areas have been poured
  - Poured 2,590 SY of sidewalk
    - Almost half a football field
    - 140 SY remaining

NE Corner of Crockett & Lamar

Sherman Change Order No. 1

CLASSIC TOWN. BROAD HORIZON.

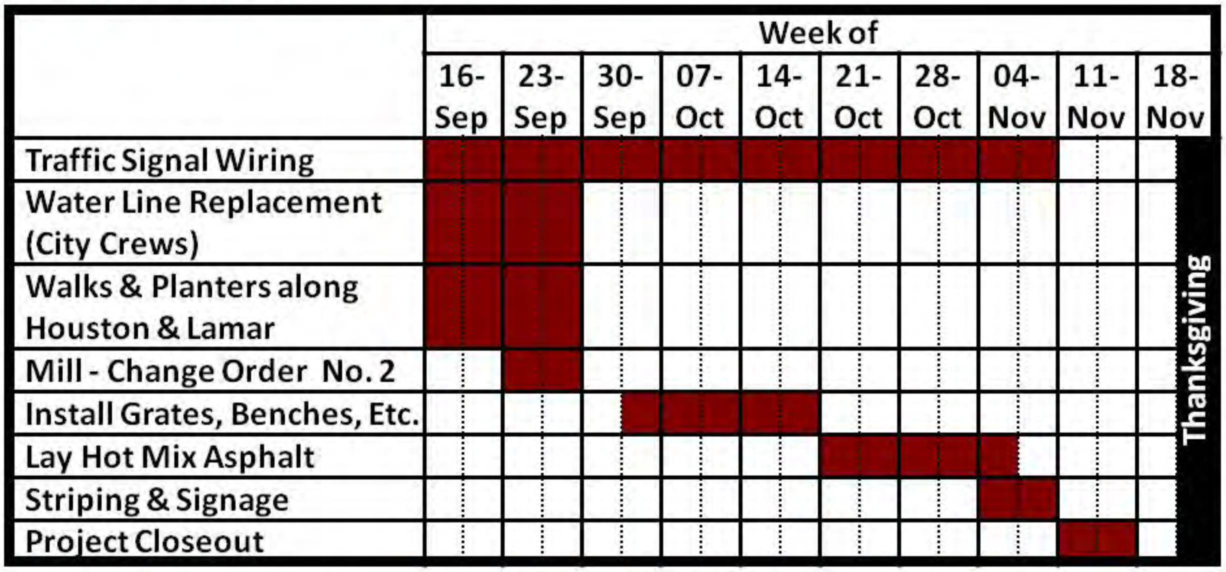
Change Order No. 1	
Removing trees from contract	-$8,371.00
Value Engineering	-$9,589.08
Total	**-$17,960.08**

Note: This equates to a 3% reduction in the scope of the contract

SE Corner of Crockett & Houston - Current

Sherman
CLASSIC TOWN. BROAD HORIZON.

Schedule



NE Corner of Crockett & Houston - Current

Sherman Water Lines

CLASSIC TOWN. BROAD HORIZON.

- Water lines in Houston, Crockett and Lamar were installed in the early 1900s

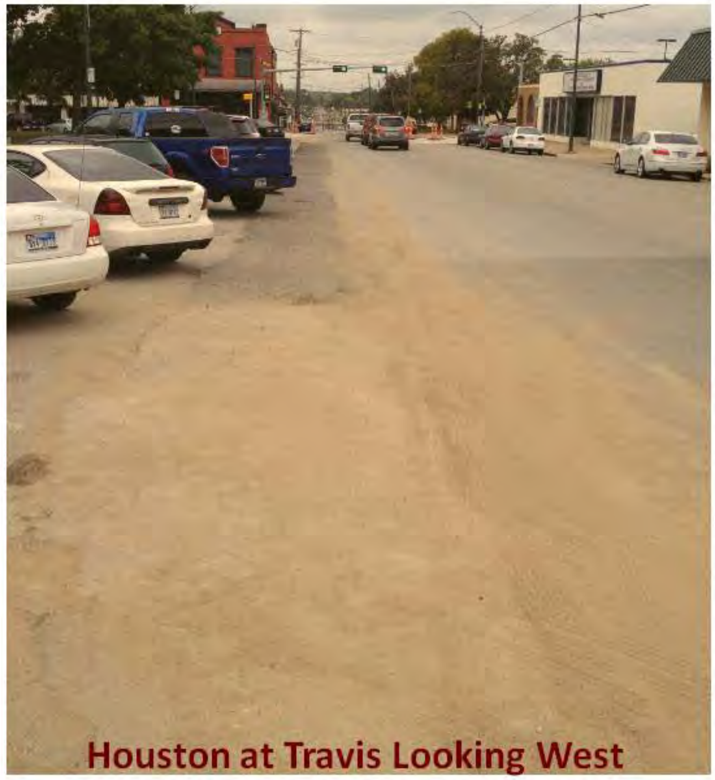
On Crockett North of Lamar

- Cost to replace the water lines with city crews: $43,500
  - Funds available in the FY 2012 operating budget
- Estimated cost to contract: $62,000

Sherman Background

CLASSIC TOWN. BROAD HORIZON.

- Mill & overlay originally included with the Travis Streetscape bid dated February 14, 2011
- Fog seal substituted for mill & overlay
  - Concerns about fog seal
- Utility cuts for water lines



Houston at Travis Looking West

Change Order No. 2

- Mill & overlay Houston, Crockett & Lamar

Change Order No. 2	
Mill & Overlay	$72,233.39
Removing Fog Seal	-$25,105.40
Total	**$47,127.99**

Sherman Financial Summary

CLASSIC TOWN. BROAD HORIZON.

Original Contract Amount	**$610,186.51**
Change Order No. 1	-$17,960.08
Net Contract Amount After Change Order No. 1	$592,226.43
Change Order No. 2	$47,127.99
Current Contract upon Approval of Change Order No. 2	**$639,354.42**
Transportation Enhancement Grant	-$353,977.60
Total Projected City Cost	**$285,376.82**

NW Corner of Travis & Lamar - Current

Sherman Questions

CLASSIC TOWN. BROAD HORIZON.

SW Corner of Travis & Houston

STATE OF TEXAS §

September 21, 2012

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Joint Meeting of the Sherman City Council and the Sherman Economic Development Corporation was begun and held in the City Council Chambers on September 21, 2012.

COUNCIL MEMBERS PRESENT:	Mayor Bill Magers; Deputy Mayor Willie Steele. Council Members Howeth, Plyler, Smith,
COUNCIL MEMBERS ABSENT:	Council Members Softly, Wacker.
SEDCO MEMBERS PRESENT:	Juston Dobbs, Dean Gilbert, Jr., Chris Pendergrass, Mike Barnes, Al Hambrick (Ex-Officio), George Olson (Ex-Officio), Robby Hefton (Ex-Officio).
SEDCO MEMBERS ABSENT:	Todd Thompson.
CITY STAFF PRESENT:	George Olson, City Manager; Robbie Hefton, Assistant City Manager/CFO; Brandon Shelby, City Attorney; Don Keene, Director of Public Works; Mary Lawrence, Controller; Brad Williams, Computer Support Technician; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.
SEDCO STAFF PRESENT:	Scott Connell, President; Frank Gadek, Executive Vice President; Anna Carden, Executive Assistant.

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

SEDCO WORK PROGRAM 2012-2013
President's Presentation of the 2012-2013 Work Program

SEDCO WORK PROGRAM 2012-2013
City Council to Discuss and Consider Approval of the SEDCO Work Program 2012-2013

SEDCO BUDGET 2012-2013
President's Presentation of the SEDCO Budget 2012-2013

SEDCO BUDGET 2012-2013
City Council to Discuss and Consider Approval of the 2012-2013 SEDCO Budget

OTHER BUSINESS

ADJOURNMENT

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

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

Mayor Magers added that a bus tour to the Panda Energy site has been scheduled for immediately after the meeting.

SEDCO WORK PROGRAM 2012-2013
PRESIDENT'S PRESENTATION OF THE 2012-2013 WORK PROGRAM

Mr. Dobbs said SEDCO's mission is to "grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers."

He asked the SEDCO Board to introduce themselves, adding that Todd Thompson was unable to attend the meeting today. Mr. Dobbs added that this year has been titled "the year of transition and success" and he thanked Mr. Thompson for continuing as Chairman of SEDCO an extra five months through the executive search process to hire a new president. He also thanked the City Council for their leadership and the City staff for their support, as well as the SEDCO staff.

Mr. Dobbs said key successes for SEDCO this year include Panda Power, which he considered a "home run." Other great projects for the year include Halco, Titan UTV, Capio Partners, Bacc Coffee, and Actitech. SEDCO also hired a new president and is now fully staffed. Several projects were initiated last year but completed this year, such as an expansion at GlobiTech, Sunny Delight, Alpla, Progress Rail, and American Memorial.

The Panda Power Project covers 204 acres in Progress Park and is a $300 million plus investment. It is a 758 megawatt facility and will use four million gallons of water per day at a cost of $700,000 per year. At the peak there will be 700 to 800 construction jobs and 25 permanent jobs. The project is now under construction.

Mayor Magers said even though the City abated 50% of their property taxes, the facility will amount to over $1 million annually from water sales and 50% of the property taxes. That is unencumbered funds or profit to the City of Sherman. He added that this was the biggest capital investment in Sherman's history.

SEDCO WORK PROGRAM 2012-2013
CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2012-2013

Scott Connell, SEDCO President, presented the results from last year's Work Program. He also thanked the City Council for their support throughout the year.

He addressed the specific goals for last year and the results that were accomplished. The first goal was to retain and expand existing employers. SEDCO approved three projects for a total of 75 jobs and $637 investment. Projects approved were with Bacc Coffee, Capio Partners, and Actitech. SEDCO also hosted a Plant Managers Forum.

Another goal was to recruit targeted primary employers. SEDCO approved two projects for a total of 66 jobs and $8.1 million investment. Projects approved were Halco Rock Tools and Titan UTV. SEDCO is also developing a new marketing program which includes a website to promote real estate for sale in Sherman.

One goal that is very important to the City of Sherman is to recruit a large water user industry. Mr. Connell discussed how their marketing was focusing on water and displayed cards and a hydration pack that was recently used as a giveaway at a marketing meeting. They were trying to show that Sherman has plenty of water for industry but it is also used for entertainment, and Sherman is an outdoors community. He added that SEDCO is working with a broker to market the MEMC facility.

In targeting Dallas area businesses, SEDCO is using a direct mail campaign and developing real estate contacts. They are also reviewing several retail projects.

Another goal is to enhance Sherman quality of place. SEDCO has partnered with the City and the Council on several projects this year that will enhance the ability of businesses to be successful. Infrastructure projects include the U.S. Hwy 75 ramp reversal completed by the Texas Department of Transportation, approval of the S.H. 289 water and sewer projects, approval of the new U.S. Hwy 75 ramp at F.M. 1417, and supporting the City's GIS program.

Mr. Connell has also worked to raise the Sherman profile by making community contacts, providing City Council reports, and SEDCO is developing guidelines for design services for the Sherman Youth Center.

Mr. Connell presented the Work Program for 2012-2013 and presented specific tasks to achieve each goal:

- Expand Existing Industry – Four projects, $50 million, 50 jobs
- Recruit Primary Employers – Three projects, $40 million, 100 jobs
- Recruit Large Water Users – Two employers with 700,000 gallons per day
- Attract DFW Businesses – Three projects, $10 million, 40 jobs
- Sherman Retail Center – Three projects, $5 million, 40 jobs
- Manage SEDCO Real Estate – Sale of 40 acres
- Quality of Place Projects – Participate in funding infrastructure
- Raise Sherman Profile – Positive awareness of Sherman and assets

Mayor Magers added that "economic impact analysis" was at the bottom of every goal. Now the Board and the City Council can tell the citizens and taxpayers what a specific project will mean to Sherman. The economics of a project is what it will return to the community. He added that this was initiated by the SEDCO Board over the past year and he felt it was very important to bring credibility and legitimacy to the projects.

Mr. Connell addressed the active use of the Youth Center saying there are three entities that could potentially locate in that building, SEDCO, the Chamber of Commerce, and the Department of Tourism. There are some physical needs in terms of space and activities, which each entity would have to deal with. He felt they needed to hire a design service to design some options and cost estimates for use of the building. They need to also determine if there is enough space for the entities and if the parking lot will accommodate them. He expected they would have a recommendation for use of the building by Spring 2013.

Mayor Magers said the Work Program was more specific than they have seen in the past and this will give the City Council something for which they can hold SEDCO accountable.

Mr. Connell said SEDCO did more in certain areas than was expected and less in other areas. He said they will react to the marketplace and will "jump" on opportunities as they come along. SEDCO did more with infrastructure than they expected this year, but the opportunities came to them. They want to be in a position to respond to a business or other opportunity that might come along.

Mayor Magers said there was "meat on the bones" in this Work Plan. Deputy Mayor Steele said it was refreshing to see goals with thresholds than can be met. Prior to this the goals were very broad. He also felt the Work Program was aggressive.

Council Member Howeth said she was impressed with the advertisements in the magazines and asked if they have received any feedback with people saying they saw them. Mr. Connell said some people have called and said they were surprised that Sherman was talking about water. He said the most important thing was the awareness factor.

ACTION TAKEN.
Motion by Deputy Mayor Steele to approve the SEDCO Work Program for FY 2012-2013, as presented. Second by Council Member Smith.
VOTING AYE: Howeth, Plyler, Smith, Steele.
VOTING NAY: None.
MOTION CARRIED.

SEDCO BUDGET 2012-2013
PRESIDENT'S PRESENTATION OF THE SEDCO BUDGET 2012-2013
Mr. Connell presented SEDCO's budget for 2012-2013. The beginning balance was $8.7 million and sales tax revenue is estimated at $3,080,769 for FY 2012-2013. Total operating expenses are $116,847 and total program expenses are $305,240. Total expenses are down 1%.

Mr. Connell explained that some line items had changed because some items were listed in program expenses as contract services that should have been listed in other line items. Utilities, land maintenance, computer equipment, and taxes were previously listed as contract services in the program budget and are now broken out as separate line items under operations.

Mayor Magers asked about a $50,000 increase in the marketing budget. Mr. Connell said that money is for additional active marketing and for contract work by the advertising agent.

Mr. Connell said incentive payouts are down because some have already been paid out, some projects did not occur, some are for new projects that are moving forward next year, and some projects have not been completed. There is also money in the budget for capital expenses. Mayor Magers verified that revenues have increased and expenses have decreased. He also confirmed that Robby Hefton, Assistant City Manager/CFO, had worked with SEDCO on their budget.

Mayor Magers said it was good to see the additional money for marketing and hoped that the City Council will see the results at this time next year.

SEDCO BUDGET 2012-2013
CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE 2012-2013 SEDCO BUDGET
ACTION TAKEN.

> **Motion by Council Member Plyler to approve the SEDCO Budget for FY 2012-2013, as presented. Second by Deputy Mayor Steele.**

VOTING AYE: Howeth, Plyler, Smith, Steele.
VOTING NAY: None.
MOTION CARRIED.

OTHER BUSINESS
There was no other business to come before the City Council or the SEDCO Board. Mayor Magers reminded Council Members and SEDCO Members about the bus trip to Panda Power. Brandon Shelby, City Attorney, informed him that the meeting should be adjourned prior to the trip.

He added that last year the SEDCO Board was changed to include ex-officio members and since that time there has been improved communication between the City Manager, Mayor, and Superintendent of Schools. They have had a chance to communicate and it has been a great tool for development.

Mr. Dobbs said SEDCO appreciates the patience of the Mayor and City Council over this past year. It was a tedious process for the Board and he thanked the staff for their work. An executive search firm was employed and they interviewed candidates from across the country. SEDCO now has a good team in place. He added that this SEDCO Board will also be the Board in place for next year.

ADJOURNMENT
There being no further business to come before the City Council or the Sherman Economic Development Corporation, motion was duly made and approved to adjourn the Joint Meeting at 12:39 p.m.

MAYOR

ATTEST

CITY CLERK

Sherman Economic Development Corporation
Sherman City Council

Joint Annual Meeting

September 21, 2012

Sherman
Economic
Development
Corporation

Sherman Economic Development Review 2011-12

"Year of Transition and Success"

Juston Dobbs, SEDCO Chairman

Scott Connell, SEDCO President

Sherman Economic Development Corporation

Thanks for the support!

- City Council Leadership
- Staff support – City Manager's office, Budget/Finance, Payroll, IT, Planning, Permitting, Engineering, etc.
- Engaged SEDCO Board members
- Committed SEDCO staff

It is a Partnership

Sherman Economic Development Corporation

Key Success Issues

- Panda Power Funds Announcement
- 2010-2011 Projects – Globitech, SunnyDelight, Alpla, Progress Rail, American Memorial
- Hired New President, Scott Connell
- New Projects – Halco, Titan UTV, Capio Partners, Bacc Coffee, Actitech

Sherman
Economic
Development
Corporation

Panda Sherman Power Project

Sherman Economic Development Corporation

Panda Sherman Power Project

- 204 acres in Progress Park
- $300 million+ investment
- 758 Megawatt facility
- 4 million gallons of water per day - $700k per year
- 700-800 construction jobs at peak
- 25 permanent jobs
- Project under construction now

Sherman Economic Development Corporation

RESULTS

Goal A: Retain & Expand Existing Employers

Three projects, 75 jobs, $637,000 inv.

Bacc Coffee, Capio Partners, Actitech

Hosted Plant Managers Forum

Goal B: Recruit Targeted Primary Employers

Two projects, 66 jobs, $8.1 million inv.

Halco Rock Tools, Titan UTV

www.ShermanSites.com, www.sedco.org

Developing New Marketing Program

Sherman Economic Development Corporation

RESULTS

Goal C: Recruit Large Water User Industry

Marketing Focus on Water
Cards and Hydration Pack
Working with broker on MEMC

Goal D: Target Dallas Area Businesses

Direct mail campaign

Developing real estate contacts

Several retail projects under review

Sherman Economic Development Corporation

RESULTS

Goal E: Enhance Sherman Quality of Place

TXDOT completed US 75 ramp reversal

Approved Hwy 289 water and sewer

Approved new US 75 ramp @ FM 1417

Supporting City GIS program

Goal F: Raise Sherman Profile

SEDCO President making community contacts

Provided City Council reports

Developing guidelines for design services for Sherman Youth Center

Sherman Economic Development Corporation

Sherman Economic Development Work Program 2012-2013

Sherman Economic Development Corporation

Goal A – Expand Existing Industry

Four Projects, $50 million, 50 jobs

Business Retention & Expansion Program

Plant Managers Forum

Headquarters visits

Economic impact analysis

Sherman Economic Development Corporation

Goal B – Recruit Primary Employers

Three projects, $40 million, 100 jobs

Target industries, site locators

Networking event

Expand www.ShermanSites.com

Coordinated marketing program

Focus direct mail on market awareness

Economic impact analysis

Sherman Economic Development Corporation

Goal C – Recruit Large Water Users

<u>Two employers with 700,000 gal/day</u>

Research and target industries

Incorporate in marketing program

Actively market MEMC building

Economic impact analysis

Sherman Economic Development Corporation

Goal D – Attract DFW Businesses

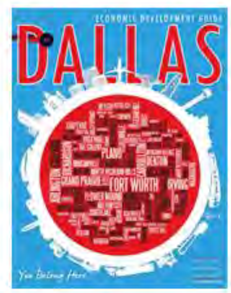
<u>Three projects, $10 million, 40 jobs</u>

Targeted marketing campaign in DFW

Prospecting trips to DFW

Host real estate reps in Sherman

Economic impact analysis



Sherman Economic Development Corporation

Goal E – Sherman Retail Center

<u>Three projects, $5 million, 40 jobs</u>

Develop research resources

Direct mail campaign for retail

Marketing trips to DFW

Network with commercial real estate reps

Sherman
Economic
Development
Corporation

Goal F – Manage SEDCO Real Estate

Sale of 40 acres

Progress Park marketing program

Properties on www.ShermanSites.com

Promote private owned properties

Manage Progress Park maintenance

Capital improvement program

Consider strategic investments

Economic impact analysis

Sherman Economic Development Corporation

Goal G – Quality of Place Projects

Participate in Funding Infrastructure

Complete US 75 ramp construction

Partner with City on business areas

Continue partnership City GIS program

Advance commitments for growth areas

Attract businesses to key corridors

Economic impact analysis

Sherman Economic Development Corporation

Goal H – Raise Sherman Profile

<u>Positive Awareness of Sherman and Assets</u>

Work with City staff

Regular reporting to City Council

Relationships with workforce and other agencies

Pursue partnerships with City of Sherman

Initiate process for active use of Sherman Youth Center

Sherman Economic Development Corporation

Budget for 2012-13

Sherman
Economic
Development
Corporation

Thank you for your support

Sherman Economic Development Corporation

Work Program Results 2011-2012

Sherman
Texas

Economic
Development
Corporation

Sherman
Texas

Economic
Development
Corporation

BOARD MEMBERS

Todd Thompson
Juston Dobbs
Mike Barnes
Dean Gilbert, Jr.
Chris Pendergrass

STAFF

Scott Connell, CEcD
President
Frank Gadek, CEcD
Executive Vice President
Anna Carden
Administrative
Assistant

EX-OFFICIO

Bill Magers, *Mayor of the City of Sherman*
Dr. Al Hambrick, *SISD Superintendent*
George Olson, *Sherman City Manager*

Goal A

Retain and expand existing primary employers

Conduct a business retention/expansion program, maintaining close ties through regular contact with existing primary employers. Complete 2-4 expansion projects with a total capital investment of $50M; 25-100 new jobs ($15.00 average wage rate); 100-400 retained jobs.

RESULTS: Three (3) projects; $637,000 investment, 75 jobs

ACTIONS

1. Visit primary employers a minimum of twice a year to learn about changes in their operations and to find ways to help strengthen their Sherman operations (complete employer survey questionnaire and track activity). Visited 12 local companies
2. Host at least one annual plant manager appreciation event as a rapport building activity to encourage dialogue among local industry. Hosted Plant Managers Forum in August, 2012.
3. Initiate two trips to a local company's headquarters. No headquarters trips taken.
4. Economic impact analysis to be prepared. Analysis report prepared for each project.

Goal B

Recruit targeted national and international primary employers

Primary employers are those companies whose sales, services and shipments are ultimately used in statewide, national or international markets.
Recruit targeted national and international primary employers. Recruit 2-3 new primary employers with a total capital investment of $10-$40M; 20-100 new jobs ($15.00 average wage rate).

RESULTS: Three projects; $8,139,000 investment; 66 jobs.

ACTIONS

1. Contact targeted industry clusters, such as semi-conductors, food processing, beverages, pharmaceuticals, health and beauty, and others, to maximize marketing efforts.
   New marketing program focuses on resources for target industries.
2. Increase marketing of available sites to site locators. Hosted a booth at NTCAR Real Estate Expo.
   Established www.ShermanSites.com
3. Expand the lead generation system targeting identified sector niches. Direct mail campaign to targets.
4. Host at least one networking event for allies, commercial brokers and site consultants. Did not host an event.
5. Evaluate and purchase GIS website component to enhance business retention and recruitment. www.ShermanSites.com
6. Expand the new SEDCO website with the addition of real estate locator feature. New www.sedco.org
7. Participate in one industry specific trade show to attract new primary employers. Attended BIO in Boston in June.
8. Participate in the Texas One marketing program to increase the scope of our recruitment campaigns of national and international companies. Active member, attended NY trip in May.
9. Place ads in targeted publications, to create an awareness of availability of buildings, sites and city amenities in Sherman, TX. Advertised in Xpansion, Dallas Real Estate Guide, Texas Magazine.
10. Increase the direct mail and telemarketing campaigns of targeted businesses from 360 to 700. Contacted 1,600.
11. Initiate marketing trips based on results of the direct marketing campaign and trade show leads. No trips scheduled
12. Economic impact analysis to be prepared. Analysis report prepared for each project.

Goal C

Expand strategy to recruit targeted large water users

Expand recruitment strategy to attract large waters users. Recruit 1-2 primary employers with a water usage of at least 700,000 gallons per day.
RESULTS: No new water user announced. Panda Energy began construction.

ACTIONS

1. Contact 300-500 targeted companies that require large water usage for manufacturing processes obtained from national manufacturing data resources. Direct mail letters focused on water availability.
2. Advertise Sherman's abundant water availability utilizing radio commercials, national ads, the SEDCO website, and other websites. New ad campaign has "Liquid Assets" ad focused on water availability.
3. Conduct monthly direct mail and telemarketing campaigns. Campaign was conducted in 1st/2nd quarters.
4. Initiate prospecting trips based on the results. No trips were scheduled for this Goal.
5. Network with commercial brokers to market the MEMC building and generate targeted prospect leads. MEMC building is a featured property in materials for the real estate community.
6. Economic impact analysis to be prepared. No projects for analysis.

Goal D

Expand strategy to recruit Dallas area businesses

Expand a strategy to recruit 1-3 Dallas area businesses to Sherman (Retail or Commercial) with capital investment of $1-$5M; 10-50 jobs ($12 average wage rate).
RESULTS: No new investment in this Goal.

ACTIONS

1. Contact targeted companies utilizing research resources and other national data bases. Contacted DFW real estate.
2. Conduct direct mail campaigns and telemarketing campaigns each quarter. Direct mail in 1st/2nd quarter.
3. Initiate prospecting trips to the Dallas area based on marketing results. Met with RE brokers, telephone calls.
4. Network with commercial brokers specializing in retail and commercial projects. Actively working with several brokers.
5. Economic impact analysis to be prepared. No project for analysis.

Goal E

Promote and enhance a quality of place

Identify and participate in the funding of community projects that will create an investment environment for attracting primary employers and other businesses.
RESULTS: SEDCO Board approved projects in US 75 and SH 289 growth corridors.

ACTIONS

1. Work with TxDOT to complete the US Hwy 75 S. ramp improvements south of FM 1417 industrial area ($1.43M). Completed ramp improvements. Approved partnership in ramp north of FM 1417.
2. Consider the funding of City infrastructure projects that fall within SEDCO's mission and that will create an investment environment for attracting primary employers and other businesses. SEDCO Board approved water and sewer projects in the US 82/SH 289 area.
3. Participate in City's GIS expansion ($600K). SEDCO Board approved a 3-year funding process and made first payment.
4. Continue participation in the US Hwy 75 North water and sewer project extension to Hwy 691. Estimated completion 2011. ($3.7M) SEDCO continues the quarterly payments on the funding agreement.
5. Economic impact analysis to be prepared. Projects were evaluated on internal analysis.

Goal F

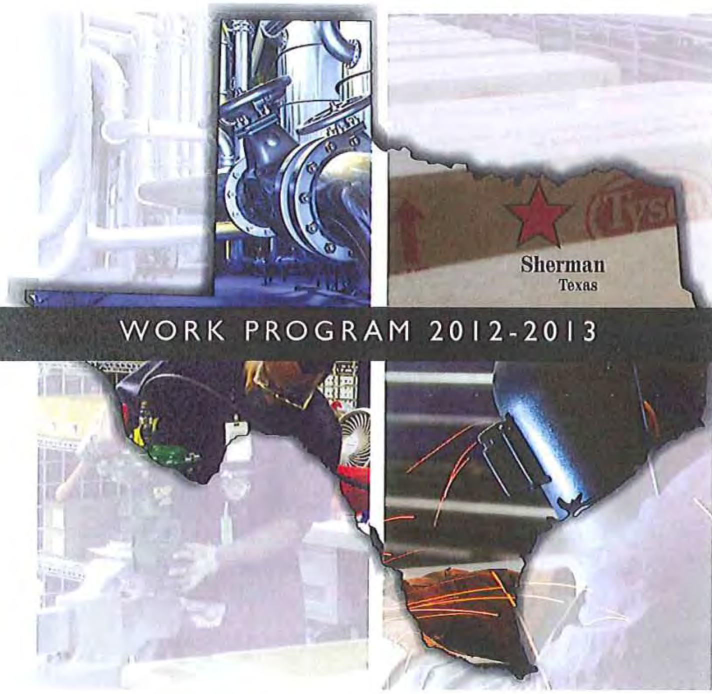
Raise SEDCO's profile in local, statewide, national, and international markets

Improve and enhance SEDCO's visibility.
RESULTS: SEDCO economic development success, new staff leadership and participation with key organizations has elevated awareness of organization.

ACTIONS

1. Meet at least monthly with the City Manager and designated staff members to stay current on local development issues. SEDCO president regularly meets with City Manager and City staff.
2. Provide a quarterly results/activity update with potential new developments to the City Council and present an annual report. SEDCO provided reports on January 16, April 16, July 16 and September 20.
3. Work with the State, Federal and other agencies such as the Texas Workforce Commission, Office of Economic Development, Economic Development Administration, Small Business Administration, Center for Workplace Learning, and Workforce Texoma on available programs. SEDCO staff works with local agencies on several projects. SEDCO is member of Texoma Workforce Development Board.
4. Actively pursue strong working relationships with educational institutions on workforce training opportunities. SEDCO president met with presidents of Austin College and Grayson College. SEDCO is member of the Board for Center for Workplace Learning at Grayson College.
5. Within SEDCO's mission, consider ongoing opportunities with the City to enhance infrastructure projects for industrial and commercial businesses. SEDCO Board approved projects in US 82/SH 289 and US 75 growth corridors.
6. Consider plans to renovate the Sherman Youth Center. ($500K) SEDCO assumed responsibilities for utilities. SEDCO Board instructed staff to develop a request for proposals for design services - release in fall 2012.

Sherman Economic Development Corporation



WORK PROGRAM 2012-2013

Sherman Texas
Economic Development Corporation

BOARD MEMBERS
Juston Dobbs
Dean Gilbert, Jr.
Chris Pendergrass
Mike Barnes
Todd Thompson

STAFF
Scott Connell, CEcD, *President*
Frank Gadek, CEcD, *Executive Vice President*

Anna Carden
Administrative Assistant

EX-OFFICIOS
Bill Magers, *Mayor of the City of Sherman*
Dr. Al Hambrick, *SISD Superintendent*
George Olson, *Sherman City Manager*

MISSION

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

Goals to promote capital investment and jobs

A. Retain and expand existing primary employers

B. Recruit targeted national and international primary employers

C. Recruit large water user industries

D. Target Dallas area businesses for expansion/relocation

E. Establish Sherman as a Retail Market Center

F. Manage SEDCO real estate to attract business investment

G. Invest in projects that enhance Sherman quality of place

H. Raise Sherman profile in local, state, national, and international markets

Goal B

Recruit Targeted National and International Primary Employers

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

ACTIONS

1. Contact target industry clusters of semi-conductors, food processing, beverages, life sciences, health and beauty, distribution, and others to attract facilities to Sherman.
2. Focus marketing of available sites and buildings to site locators.
3. Expand the lead generation system targeting identified sector niches.
4. Host at least one networking event in the Sherman area for allies, commercial brokers and site consultants.
5. Promote and expand real estate listings for the GIS website www.ShermanSites.com.
6. Expand the new www.sedco.org website with the addition of new data listings and research.
7. Participate in one industry-specific trade show to attract new primary employers.
8. Participate in the Texas One marketing program to increase the scope of our recruitment campaigns of national and international companies and enhance communication with site locators.
9. Develop and implement a coordinated multi-media marketing program that enhances awareness of availability of buildings, sites and city amenities in Sherman.
10. Refine the direct mail campaign to increase Sherman awareness and attract jobs and investment from target industries.
11. Initiate marketing trips based on results of the coordinated marketing campaign.
12. Economic impact analysis to be prepared.

Goal C

Recruit Large Water User Industries

Enhance the recruitment strategy to attract industries with large water usage. Recruit two (2) primary employers with water usage of at least 700,000 gallons per day.

ACTIONS

1. Research and identify companies that require large water usage for manufacturing processes obtained from national manufacturing data resources.
2. Advertise Sherman's abundant water availability utilizing a variety of media to local, regional, statewide, and national business audiences.
3. Incorporate opportunities for water users as a central part of a direct mail campaign.
4. Initiate industry prospecting trips based on the results of a coordinated marketing campaign.
5. Network with commercial real estate brokers in the region and nationally to market the MEMC building and other real estate to attract target industries.
6. Economic impact analysis to be prepared.

Goal D

Target Dallas Area Businesses for Expansion/Relocation

Expand the strategy to attract two (2) Dallas area businesses with capital investment of $10,000,000; 40 jobs ($15 average wage rate).

ACTIONS

1. Conduct a coordinated marketing campaign in the Dallas-Fort Worth area targeting primary employers.
2. Initiate prospecting trips to the Dallas area based on marketing results.
3. Host Dallas-Fort Worth area real estate brokers in Sherman to promote Progress Park and other local resources.
4. Economic impact analysis to be prepared.

Goal E

Establish Sherman as a Retail Market Center

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

ACTIONS

1. Develop research resources about Sherman that assist companies considering investment and make available online.
2. Conduct quarterly direct mail campaigns targeting retail investment.
3. Initiate prospecting trips to the Dallas area based on marketing results.
4. Network with commercial real estate brokers specializing in retail and commercial projects.
5. Economic impact analysis to be prepared.

Goal F

Manage SEDCO Real Estate to Attract Business Investment

Develop, maintain and market Progress Park to attract primary employers that result in the sale of 40 acres of property.

ACTIONS

1. Develop and implement a marketing program for SEDCO properties in Progress Park.
2. Launch new SEDCO properties website www.shermansites.com and include SEDCO and privately owned properties.
3. Actively market privately owned properties to attract investment and jobs.
4. Manage the maintenance of Progress Park to ensure a quality presentation for existing industry and prospective companies.
5. Develop and implement a multi-year capital improvement plan for SEDCO properties.
6. Review strategic investment opportunities that enhance Sherman's ability to attract various types of primary employers.
7. Economic impact analysis to be prepared.

Goal G

Invest in Projects that Enhance Sherman Quality of Place

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

ACTIONS

1. Work with TxDOT, City of Sherman and private investors to complete the US Hwy 75 S. ramp improvements north of FM 1417.
2. Consider partnering with the City of Sherman in funding infrastructure projects that fall within SEDCO's mission and that will create an environment for attracting primary employers and other businesses.
3. Participate with the City of Sherman in funding the continued development of the City's GIS mapping system.
4. Continue participation in the financing of the water and sewer extensions in strategic growth areas, e.g., US 75 & 82, SH 289, FM 1417.
5. Focus efforts to attract business investment in corridors served by new utility projects.
6. Economic impact analysis to be prepared.

Goal H

Raise Sherman profile in local, state, national, and international markets

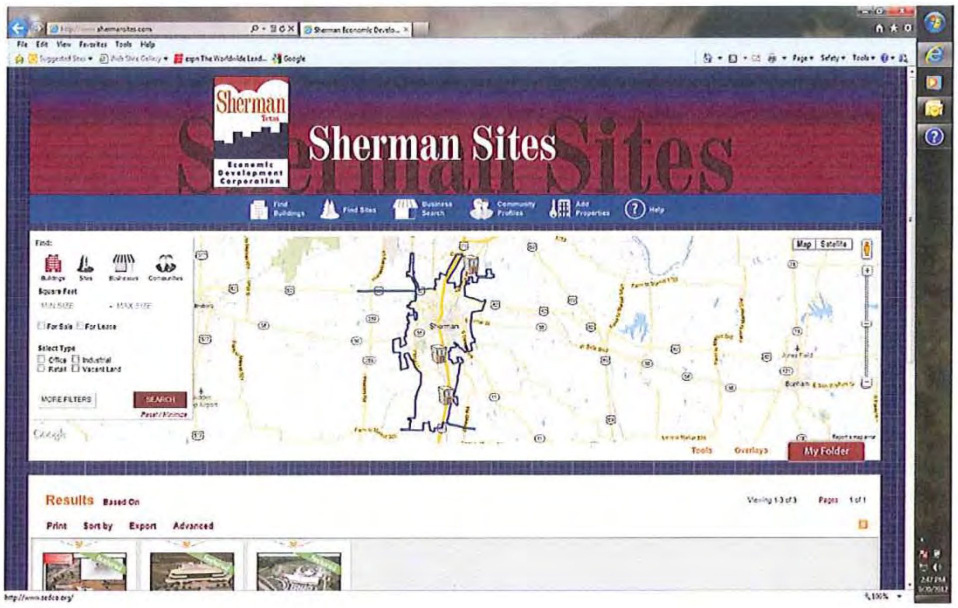
Improve and enhance positive awareness of Sherman and its assets.

ACTIONS

1. Meet at least monthly with the City Manager and designated staff members to stay current on local development issues.
2. Provide a quarterly activity update with potential new developments to Sherman City Council and present an annual report.
3. Actively pursue strong working relationships with the local educational institutions on workforce training opportunities.
4. Work with the State, Federal and other agencies such as the Texas Workforce Commission, Governor's Office of Economic Development, Economic Development Administration, Small Business Administration, Center for Workplace Learning, and Workforce Texoma on available programs.
5. Consider partnerships with the City of Sherman that enhance awareness of the market and entice investment and job creation from industrial and commercial businesses.
6. Initiate the process of facility review and design of the former Sherman Youth Center as a potential new office facility for SEDCO, Sherman Chamber of Commerce and the City Department of Tourism.

Sherman Economic Development Corporation
Proposed Budget for FY 2012-2013

	Fiscal Year 2006-2007	Fiscal Year 2007-2008	Fiscal Year 2008-2009	Fiscal Year 2009-2010	Fiscal Year 2010-2011	Fiscal Year 2011-2012	Fiscal Year 2012-2013	Percent Change
Beginning Fund Balance	$ 8,300,000	$ 8,993,355	$ 9,368,265	$ 9,630,992	$ 10,651,900	$ 8,341,000	$ 8,723,370	4.58%
REVENUES								
Sales tax revenue	2,845,936	3,009,000	2,937,792	2,940,831	2,816,924	2,871,359	3,080,769	7.29%
Other revenue			28,700		734,400	85,333		-88.38%
Interest	250,000	450,000	375,451	150,000	75,000	75,000	23,000	-69.33%
Total Revenue	$ 3,095,936	$ 3,459,000	$ 3,341,943	$ 3,090,831	$ 3,626,324	$ 3,031,692	$ 3,103,769	2.38%
EXPENSES								
Administrative								
Salaries	219,160	232,000	237,800	242,556	242,556	254,292	248,868	-2.13%
Taxes	17,370	18,477	18,950	19,750	19,750	20,850	20,556	-1.41%
Retirement/Insurance	88,100	93,000	88,500	88,000	89,255	72,562	45,664	-37.07%
Total Adminstrative Expenses	$ 324,630	$ 343,477	$ 345,250	$ 350,306	$ 351,561	$ 347,704	$ 315,088	-9.38%
Percent of Revenue	10.49%	9.93%	10.33%	11.33%	9.69%	11%	10%	
Operations								
Training	3,000	3,000	2,500	2,500	2,500	3,200	3,200	0.00%
Dues/Fees	4,500	4,500	4,500	4,500	4,500	3,814	9,670	153.54%
Auto	12,600	12,600	13,200	13,200	13,200	14,400	15,600	8.33%
Office Supplies	7,700	7,700	7,700	7,700	7,700	2,500	4,510	80.40%
Rent	30,000	30,000	30,000	30,000	30,000	30,000	29,832	-0.56%
Communications	11,000	11,500	11,500	11,500	12,000	10,316	10,280	-0.35%
Commercial Insurance	8,000	8,000	8,000	7,000	7,000	8,012	8,500	6.09%
Maintenance & Repairs	3,000	3,000	2,500	2,500	2,500	2,800	4,800	71.43%
Utilities							1,355	
Land Maintenance							21,600	
Computer Equipment							7,500	
Taxes	-		-					
Total Operating Expenses	$ 79,800	$ 80,300	$ 79,900	$ 78,900	$ 79,400	$ 75,042	$ 116,847	55.71%
Percent of Revenue	2.58%	2.32%	2.39%	2.55%	2.19%	2%	4%	
Programs								
Luncheons/Meetings	7,500	8,000	8,000	8,000	8,000	13,200	12,600	-4.55%
Conferences	7,000	7,000	7,000	7,000	7,000	5,250	8,500	61.90%
Retention/Expansion	6,500	6,500	6,500	6,500	6,500	16,300	16,500	1.23%
Marketing/Attraction (8465,8466)	135,000	165,000	176,000	294,083	281,692	138,950	186,260	34.05%
Contract Services	65,000	65,000	65,000	65,000	65,000	150,300	81,380	-45.85%
Total Program Expenses	$ 221,000	$ 251,500	$ 262,500	$ 380,583	$ 368,192	$ 324,000	$ 305,240	-5.79%
Percent of Revenue	7.14%	7.27%	7.85%	12.31%	10.15%	11%	10%	
Total Expenses (Admin-Oper-Prog)	$ 625,430	$ 675,277	$ 687,650	$ 809,789	$ 799,153	$ 746,746	$ 737,175	-1.28%
Percent of Revenue	20.20%	19.52%	20.58%	26.20%	22.04%	25%	23%	
Net Revenue/Loss	$ 2,470,506	$ 2,783,723	$ 2,654,293	$ 2,281,042	$ 2,827,171	$ 2,284,946	$ 2,366,594	3.57%
Incentive Payouts (scheduled)	1,517,151	1,840,860	4,229,457	981,133	3,775,028	6,866,695	1,596,000	-76.76%
Land & Infrastructure	250,000	13,397	240,000	200,000	1,500,000	75,000	550,000	633.33%
Capital Expenses	10,000	8,988	10,000	10,000	100,000	500,000	700,000	40.00%
Debt Service (P&I)			281,544	281,544	281,544	453,447	449,688	-0.83%
Total Incentives/Invest/Capital Exp	$ 1,777,151	$ 1,863,244	$ 4,761,001	$ 1,472,677	$ 5,656,572	$ 7,895,142	$ 3,295,688	
Total Op & Incentive Expenses	$ 2,402,581	$ 2,538,521	$ 5,448,651	$ 2,282,466	$ 6,455,725	$ 8,641,888	$4,032,863	-53.33%
Net Income (loss)	$ 693,355	$ 920,479	$ (2,106,708)	$ 808,365	$ (2,829,401)	$ (5,610,196)	$ (929,094)	-83.44%
Ending Fund Balance	$ 8,993,355	$ 9,913,834	$ 7,261,557	$ 10,439,357	$ 7,822,499	$ 2,730,804	$ 7,794,276	


Sherman Sites
Sherman Texas
Economic Development Corporation
Find Buildings
Find Sites
Business Search
Community Profiles
Add Properties
Help
Find:
Square Feet
For Sale
For Lease
Select Type
Office
Industrial
Retail
Vacant Land
MORE FILTERS
SEARCH
Map
Satellite
Sherman
Tools
Overlays
My Folder
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Sort by
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Sherman
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DEMOGRAPHICS
DOING BUSINESS
HOW DO I
PROGRESS RAIL SERVICES
Search
SITES & BUILDINGS
NOTIFY ME
CONTACT US
INCENTIVES
Agendas & Minutes
City of Sherman
Local Events / Festivals
Panda Sherman Power Project
Partners & Links
Publications
Resource Directory
Sherman Buildings & Sites
Sherman Chamber of Commerce
Videos
NEWS & PRESS RELEASES
SHERMAN AREA MAPS
OKLAHOMA CITY
LITTLE ROCK
SHERMAN
DALLAS
FORT WORTH
SHREVEPORT
AUSTIN
HOUSTON
CORPUS CHRISTI
Sherman Texas

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. B.1

CONSENT AGENDA

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

C.1 **** RESOLUTION NO. 5707***
Authorizing Execution of an Interlocal Agreement between the City of Sherman and the City of Southmayd for Ambulance and Emergency Medical Services

C.2 **** RESOLUTION NO. 5708***
Authorizing Execution of Professional Services Agreements with Timothy L. Morris, P.E., dba Morris Engineers and Underwood Drafting and Surveying, Inc. for the Design and Surveying of the State Highway 289 North Branch Sewer Improvements

C.3 **** RESOLUTION NO. 5709***
Authorizing Execution of an Agreement with Cupid Investments, Inc. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1528 South Montgomery Street

C.4 **** RESOLUTION NO. 5710***
Authorizing the Purchase of Two New Residential Automated Collection Truck Chassis for the Solid Waste Services Department from Chastang's Bayou City Autocar through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.5 **** RESOLUTION NO. 5711***
Authorizing the Purchase of Two New Residential Automated Collection Packer Bodies for the Solid Waste Services Department from Heil of Texas through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.6 **** RESOLUTION NO. 5712***
Authorizing the Purchase of a 2013 Ford F-350 Fleet Service Vehicle for the Fleet Maintenance Department from Sam Pack's Five Star Ford through the Houston-Galveston Area Council of Governments (H-GAC)

C.7 **** RESOLUTION NO. 5713***
Adopting an Investment Policy for the City of Sherman

D.1 **** REQUEST TO ADVERTISE***
State Highway 289 Water Main Construction Project

D.2 **** OTHER BUSINESS***
Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Wall Street (between Travis Street and Montgomery Street) and Walnut Street (between Pecan Street and Houston Street) for a Halloween Event on Saturday, October 13, 2012

D.3 **** OTHER BUSINESS***
Consider Request of the Sherman Independent School District and the Sherman High School Student Council to Temporarily Close Certain Streets for the 2012 Sherman High School Homecoming Parade on Monday, October 15, 2012

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. C.1

**** RESOLUTION NO. 5707***
Authorizing Execution of an Interlocal Agreement between the City of Sherman and the City of Southmayd for Ambulance and Emergency Medical Services

Issue
To consider approval of an Interlocal Agreement between the City of Sherman and the City of Southmayd for ambulance and emergency medical services

Background
The City of Southmayd has requested that the Sherman Fire Department provide emergency medical services (EMS) for their City.

In addition to EMS services within the City, Sherman provides EMS for certain parts of Grayson County under a contract with the County and the City of Howe. Historically, the County EMS Contract included the eastern portion of the City of Southmayd. Southmayd contracted with the City of Whitesboro/Texas Vital Care to provide service to the western portion of their City.

The contract with Grayson County effective October 1, 2012 does not include any portion of the Corporate Limits of the City of Southmayd, thus requiring the City of Southmayd to seek another EMS provider.

The operational impact of this agreement would be minimal. Based on information provided by the City of Southmayd, there are approximately three (3) EMS calls per month. As part of the current County Contract, Sherman currently responds to about two (2) calls to Southmayd each month. Current call volume allows for the additional response without reducing our ability to provide services to our citizens.

The service area for Southmayd is approximately 2.3 square miles. Calculations, based on contract costs and estimated patient revenue (billing), are provided below:

Area	Sq. Miles	Est. Calls per Year	Contract	Est. Patient Billing	Total Revenue (est.)
Sherman	41.31	3,832		$1,149,600	$1,149,600
Grayson County	151.1	276	$104,421	$82,800	$187,221
Howe	4.31	150	$25,000	$45,000	$70,000
Southmayd	2.3	36	$11,000	$10,800	$21,800

Origination
The City of Southmayd and the City of Sherman

Financial Consideration
For providing the City of Southmayd with ambulance and emergency medical services, the City will receive $11,000.00 annually, payable in quarterly installments of $2,750.00 each on November 1st, February 1st, May 1st and August 1st.

For the period October 1, 2012 thru September 30, 2013, Staff recommends a reduction in the amount of $3,773.91, making the first year contract in the amount of $7,226.09; exactly the same amount the City of Southmayd was paying Whitesboro annually.

Staff Recommendation
It is recommended that the Council approve the contract to provide ambulance and emergency medical services to the City of Southmayd during this one-year contract period, renewable annually absent notice of termination.

Alternatives
As directed by the Council

Attachments
Resolution No. 5707
Interlocal Agreement
Exhibit "A" – Service Area

Prepared by:
Jeffrey J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5707

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE CITY OF SOUTHMAYD FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the City of Southmayd for Ambulance and Emergency Medical Services, in accordance with the terms and provisions of the contract document 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 ________________, 2012.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

INTERLOCAL AGREEMENT FOR AMBULANCE AND EMS SERVICES BETWEEN CITY OF SOUTHMAYD AND THE CITY OF SHERMAN

This Agreement for Ambulance and EMS Services (the "Agreement") is made this *21st* day of September, 2012, by and between the City of Sherman ("Sherman") and the City of Southmayd ("Southmayd").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with Chapter 791 of the Texas Government Code, for the performance of governmental functions and services, specifically, emergency medical and ambulance services; and

WHEREAS, Sherman provides these services to the citizens of Sherman and has the capacity to service other areas; and

WHEREAS, Southmayd has investigated and determined that it would be advantageous and beneficial to its citizens to provide emergency medical and ambulance services to Southmayd as provided herein; and

WHEREAS, Southmayd desires to engage Sherman, and Sherman desires to be engaged by Southmayd, to provide emergency medical and ambulance services as set forth herein; and

WHEREAS, the governing bodies of Southmayd and Sherman desire to foster good-will and cooperation between the two entities; and

WHEREAS, Southmayd and Sherman deem it to be in the best interest of both entities to enter into this Agreement relative to emergency medical and ambulance services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Southmayd and Sherman agree as follows:

I. Area of Services to be Performed

Sherman shall furnish ambulance and emergency medical services seven (7) days per week, twenty-four (24) hours per day to persons who require such services within the service area described herein which shall not include any area within other incorporated cities. The service area ("Area") is within Southmayd and is shown in Exhibit "A", attached hereto and incorporated herein for all purposes.

II. Services to be Performed

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

Southmayd shall provide a minimum of two first responders on all EMS calls. First responders, with a minimum of Texas Department of State Health Services Emergency Medical Technician Certification, shall operate under the direction of Sherman for all matters related to patient care, treatment and transport. Southmayd must comply with all applicable state and federal laws, regulations and ordinances in effect on the date that such ambulance and emergency medical services are performed.

III. Priority

City of Sherman ambulance equipment and personnel shall give priority to calls with the City of Sherman at all times and, should the Chief of the Sherman Fire Department or his representative determine that an emergency condition exists within the corporate limits of the City of Sherman, Sherman unconditionally reserves and shall have the right to refuse to make any calls outside the corporate limits during the pendency of such emergency and shall not be required to make such calls outside the corporate limits during the pendency of such emergency to which Southmayd hereby agrees. If such emergency arises within the limits of the City of Sherman while Sherman's equipment or personnel are responding to a call outside the limits of the City of Sherman, the Chief or his representative may order the return of said personnel and equipment to respond to the emergency within the city limits ***without liability to Southmayd and without violating the intent or terms of this agreement.*** This paragraph shall not, however, preclude Sherman from responding to calls outside the city limits of the City of Sherman even though one or more emergencies are in progress or other conditions exist and are such that the Chief of the Sherman Fire Department or his representative is of the opinion that an emergency condition exists but determines that ambulance equipment may still be safely sent beyond the corporate limits of the City of Sherman to respond to an emergency in Southmayd. The decision of the Chief of the Sherman Fire Department or his representative as to the advisability of sending ambulance equipment beyond the corporate limits of the City of Sherman shall be final and binding on all parties and beneficiaries to this agreement.

IV. Employee Character and Competence

All persons employed or used by Sherman in the performance of work under this Agreement shall be competent and hold all required and appropriate professional certification, permits and/or licenses.

V. Outside Work

Sherman shall not be prohibited from performing the same or similar services, covered by this Agreement, to other entities.

VI. Medical Director

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

VII. Consideration

For consideration of provision of ambulance and emergency medical services delineated in this Agreement Southmayd agrees to pay to Sherman, for the duration of this Agreement and any extensions hereto, an annual fee of Eleven Thousand Dollars ($11,000) payable quarterly in advance as follows:

November 1 -	$2,750
February 1 -	$2,750
May 1 -	$2,750
August 1 -	$2,750

For the period October 1, 2012 thru September 30, 2013, the City of Sherman agrees to a discount amount of Three Thousand, Seven Hundred and Seventy-Three Dollars and Ninety One Cents ($3,773.91), reducing the total amount due in the first year of this agreement Seven Thousand, Two Hundred, Twenty-Six Dollars and Nine Cents ($7,226.09) payable quarterly in advance as follows:

November 1 -	$1,806.52
February 1 -	$1,806.52
May 1 -	$1,806.52
August 1 -	$1,806.52

VIII. Charges for Services

Billing and collection procedures used will be implemented by Sherman. Southmayd does not require nor shall it be responsible for any billing or collection for services provided under this Agreement, Southmayd shall not be entitled to or receive any compensation for services provided by Sherman.

The service rate for all 911 and non-emergency transports shall be set by Sherman without consideration and approval from Southmayd. Rates for services will be provided to Southmayd by Sherman and any change will require notification within thirty (30) days of the change.

IX. Cooperation with Other EMS Providers

Sherman agrees to exchange appropriate and pertinent information, in accordance with the Texas Public Information Act, with other EMS providers, including service areas, primary locations and numbers of ambulances available for immediate response.

X. Term of Agreement and Renewal Provisions

Unless mutually initiated, canceled, extended or terminated earlier, this Agreement shall commence at 12:01 a.m. on October 1, 2012 and terminate at midnight, September 30, 2013 Either party may terminate this Agreement by giving the other ninety (90) days advance written notice of such termination, and Sherman shall refund any pro-rata portion of the advance quarterly compensation not earned because of such early termination.

It is understood and agreed that this Agreement shall be automatically renewed under the same terms and conditions for additional one (1) year terms absent timely written notice of termination by either Party. Any notice regarding non-renewal or termination of this Agreement shall be made at least ninety (90) days prior to the scheduled termination date.

XI. Amendment and Modification

This Agreement contains the entire agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either oral or written. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated after the date of this Agreement and executed by the parties.

XII. Notice and Addresses of Parties

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

To Southmayd:	City of Southmayd Attention: City Secretary 4525 Elementary Drive P O Box 88 Southmayd, Texas 76268
To Sherman:	City of Sherman Attn: City Manager P.O. Box 1106 Sherman, Texas 75091

XIII. Access

Southmayd agrees, gives and grants to Sherman full and complete authority to make ambulance runs over Southmayd roads, streets and highways, and other public places within Southmayd, and, to the extent possible under the laws of the State of Texas, Southmayd hereby releases and waives any claims for damages relating to the operation of Sherman's equipment over and upon the public road system of Southmayd, Texas.

XIV. Governmental Immunity

Southmayd and Sherman do not waive nor shall they be deemed to waive, any immunity or defense that would otherwise be available to them against claims arising from the exercise of governmental powers and functions. The doctrine of governmental immunity shall be (and it is by this Agreement) invoked to the extent possible under the law.

XV. Severability

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

XVI. Applicable Law

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

XVII. Venue

The Courts of Grayson County, Texas shall be the venue for any dispute arising out of the performance or terms of this Agreement.

XVIII. Miscellaneous Provisions

A. **Compliance with Applicable Laws, Rules and Regulations.** All services furnished by Sherman shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations.

B. **Non-Transferable Agreement.** This Agreement shall not be assigned or transferred without the prior written consent of the other party.

C. **Permits.** Sherman, or its contractor, shall be the holder of the state Ambulance license and of all state and local vehicle permits, and shall make all necessary payments for those licenses and permits.

D. **Authorization.** The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party represented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

E. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed to be an Original.

F. **Waiver.** Notwithstanding any provision to the contrary, Sherman and Southmayd do not waive any rights or obligations it may have, either at common law or by statute, through this Agreement or any other agreement between these same parties.

G. **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed, that each party has had an opportunity to confer with counsel on the matters contained herein.

H. **Drafting Provisions.** This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.

Signed this _____ day of ___________, 2012

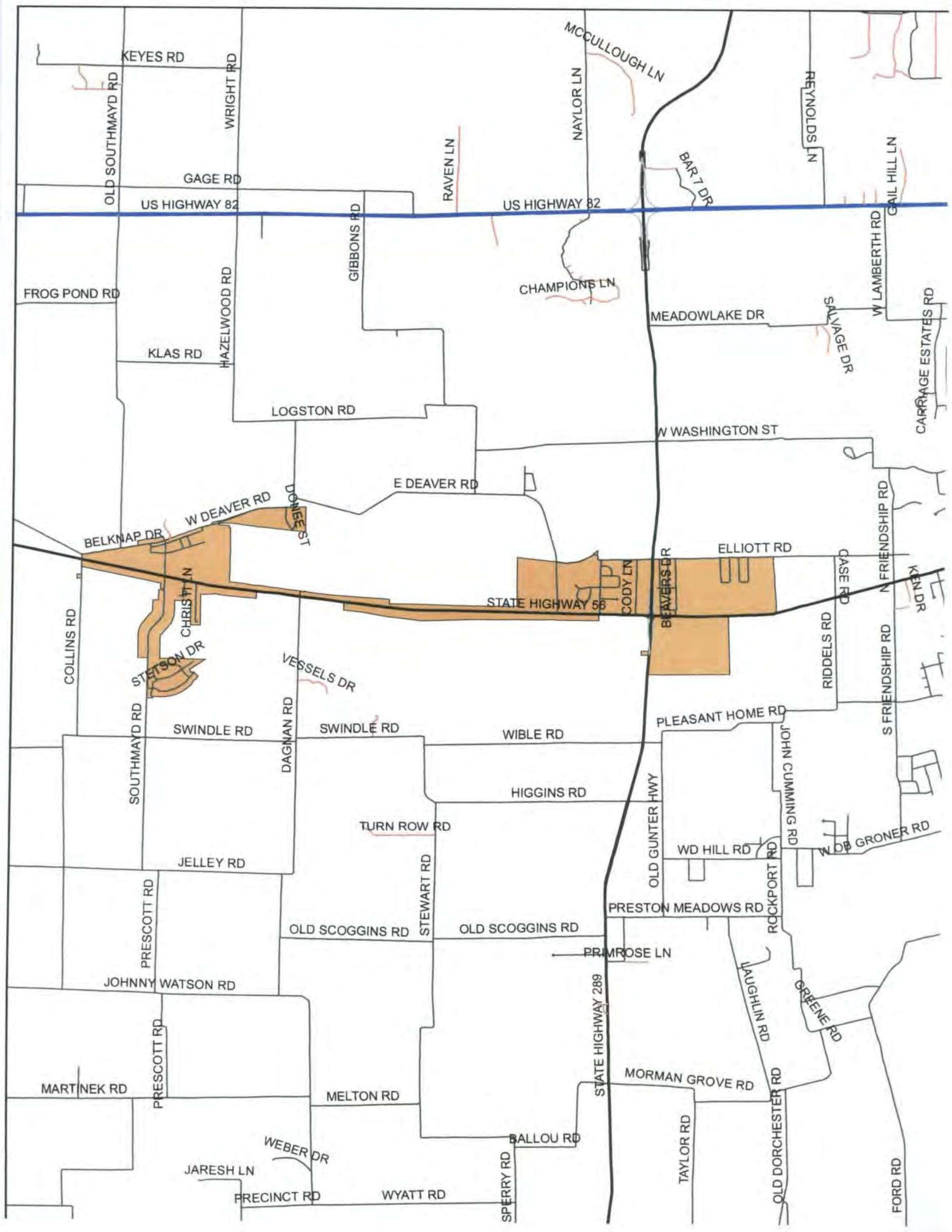
City of Sherman, Texas

By:____________________
Its:____________________
Print Name:_____________

Signed this 21st day of September, 2012

City of Southmayd, Texas

By: ____________________
Its: Mayor
Print Name: Tom Byler



KEYES RD
MCCULLOUGH LN
OLD SOUTHMAYD RD
WRIGHT RD
NAYLOR LN
REYNOLDS LN
RAVEN LN
BAR 7 DR
GAIL HILL LN
GAGE RD
US HIGHWAY 82
US HIGHWAY 82
GIBBONS RD
W LAMBERTH RD
FROG POND RD
HAZELWOOD RD
CHAMPIONS LN
CARRIAGE ESTATES RD
MEADOWLAKE DR
SALVAGE DR
KLAS RD
LOGSTON RD
W WASHINGTON ST
E DEAVER RD
W DEAVER RD
DONEE ST
N FRIENDSHIP RD
BELKNAP DR
ELLIOTT RD
CHRISTI LN
CODY LN
BEAVERS DR
CASE RD
KEN DR
STATE HIGHWAY 56
COLLINS RD
STETSON DR
VESSELS DR
RIDDELS RD
S FRIENDSHIP RD
SOUTHMAYD RD
SWINDLE RD
DAGNAN RD
SWINDLE RD
WIBLE RD
PLEASANT HOME RD
JOHN CUMMING RD
HIGGINS RD
TURN ROW RD
OLD GUNTER HWY
W OB GRONER RD
WD HILL RD
JELLEY RD
STEWART RD
PRESCOTT RD
PRESTON MEADOWS RD
ROCKPORT RD
OLD SCOGGINS RD
OLD SCOGGINS RD
PRIMROSE LN
JOHNNY WATSON RD
LAUGHLIN RD
GREENE RD
STATE HIGHWAY 289
PRESCOTT RD
MORMAN GROVE RD
MARTINEK RD
MELTON RD
OLD DORCHESTER RD
WEBER DR
BALLOU RD
TAYLOR RD
JARESH LN
SPERRY RD
FORD RD
PRECINCT RD
WYATT RD

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. C.2

**** RESOLUTION NO. 5708***

Authorizing Execution of Professional Services Agreements with Timothy L. Morris, P.E., dba Morris Engineers and Underwood Drafting and Surveying, Inc. for the Design and Surveying of the State Highway 289 North Branch Sewer Improvements

Issue

To consider contracts for professional services with Morris Engineers and Underwood Drafting and Surveying, Inc. for the design and surveying, respectively, of the State Highway 289 North Branch Sewer Improvements

Background

The current Capital Improvement Program contains a project to extend a sewer main to State Highway 289, south of U.S. Highway 82. Engineering and surveying services are required to design the improvements.

Origination

Utilities Administration 710

Financial Consideration

The fee for engineering services will be $80,000.00; and surveying costs are estimated to be $25,000.00. Additional surveying may be necessary if routes are altered during plan preparation. The project will be funded by the Sherman Economic Development Corporation through bonds issued by the Greater Texoma Utility Authority.

Staff Recommendation

It is recommended that the contract for professional engineering services with Morris Engineers and the contract for surveying services with Underwood Drafting and Surveying, Inc. to design and survey, respectively, the State Highway 289 North Branch Sewer Improvements be approved.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5708
Proposal
Contracts for Professional Services
Location Map

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5708

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENTS WITH TIMOTHY L. MORRIS, P.E., DBA MORRIS ENGINEERS AND UNDERWOOD DRAFTING AND SURVEYING, INC. FOR THE DESIGN AND SURVEYING OF THE STATE HIGHWAY 289 NORTH BRANCH SEWER IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Professional Services Agreements with Timothy L. Morris, P.E., dba Morris Engineers and Underwood Drafting and Surveying, Inc. for the State Highway 289 North Branch Sewer Improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

BY: ______________________________
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

MORRIS ENGINEERS

June 6, 2012

Mark Gibson, P.E., Director of Utilities
City of Sherman Dept. of Engineering
P.O. Box 1106
Sherman, Texas75091-1106

**RE: Proposal of Engineering Services
North Branch Sand Creek Sewer**

Dear Mark,

I am pleased to present this proposal of engineering services for the construction of the Sand Creek sewer from the Forest Glen Addition to the vicinity of the intersection of SH289 with US82. This new sewer will be 12" diameter and it will be approximately 19,500 feet long. It will generally pass around the south side of the Site 8A flood control structure and continue with the north branch of the creek. It is designated "Sewer A" on the attached map.

This sewer will serve most of the area east from FM1417 to SH289 and north from US56 to US82 by gravity flow. From about 1/2 mile east of SH289, the ground drains to the west. Service to the area along SH289 will require the installation of sub-systems with lift stations to pump the sewage to the new sewer. To assure that these sub-systems are able to meet the requirements of the developments they serve, I believe they should be designed and built as part of those developments.

I propose to provide basic engineering services for the primary sewer that will consist of (1) preliminary project planning, (2) preparation of construction plans, specifications and contracts, (3) assistance with the solicitation and evaluation of bids, and (4) construction monitoring for conformance to the plans and specifications.

My preliminary estimate indicates the construction will cost about $1,220,000. The project will require surveying for project design and easements that I anticipate will cost in the range of $22,000. I am proposing a lump sum fee for the engineering services of $80,000. Other project expenses will primarily relate to easement negotiation, resident inspection and testing of the constructed works. Printing and other reimbursable expenses will be billed at our cost.

Attached for your information are preliminary project maps and a preliminary project budget estimate. I am also including 2 copies of a proposed engineering services contract.

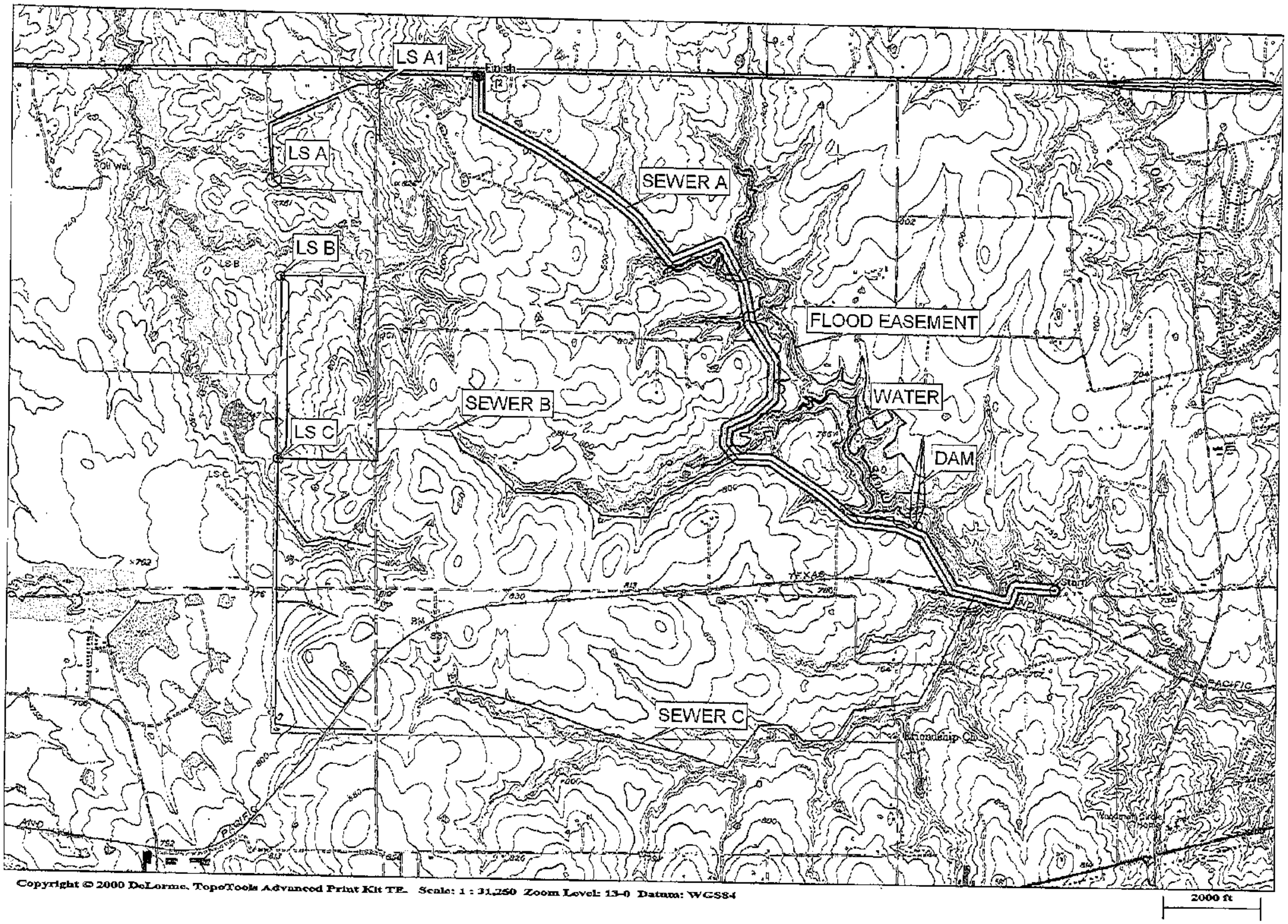
If you and your Council find the contract terms acceptable, please execute one copy and return it to me.

Thank you for allowing me to submit this proposal.

Sincerely,

Timothy L. Morris, P.E.

Enclosures: Engineering Services Agreement (2 copies); Project estimate; Map



 Scale: 1 : 31,250 Zoom Level: 13-0 Datum: WGS84

AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of this _____ day of _____________ in the year Two Thousand Twelve by and between the **City of Sherman, Texas** (hereinafter called OWNER) and Timothy L. Morris, P.E., dba Morris Engineers (hereinafter called ENGINEER). OWNER intends to construct a **12" sanitary sewer generally along the north branch of Sand Creek from the Forest Glen Addition to a location near the intersection of SH289 with US82** (hereinafter called the Project).

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

SECTION 1 – BASIC SERVICES OF ENGINEER

1.1. General

ENGINEER shall perform professional services as hereinafter stated which include normal engineering services incidental thereto.

1.2. Study and Report

ENGINEER shall:

1.2.1. Consult with OWNER to determine his requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of his providing or obtaining from others data or services of the types described in Paragraph 3 that are not part of Engineer's Basic Services, and assist OWNER in obtaining such data and services.

1.2.3. Identify requirements of governmental authorities having jurisdiction to approve portions of the Project designed or specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.

1.3. Preliminary Design Phase

ENGINEER shall:

1.3.1. Prepare preliminary design criteria and outline specifications.

1.3.2. Advise OWNER if additional data or services of the types described in Paragraph 3. are necessary and assist OWNER to obtain such data and services.

1.4. Final Design Phase

ENGINEER shall:

1.4.1. On the basis of the preliminary design, prepare final Drawings and Specifications to show the character and scope of the work to be performed by Contractor.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Furnish OWNER his opinion of typical cost based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.

1.4.5. Furnish **ten (10)** copies of the Drawings, Specifications, and Construction Contract Documents to the OWNER.

1.5. Bidding or Negotiating Phase

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

1.5.1. Assist OWNER to advertise for and obtain bids or negotiate proposals for each separate prime contract for construction, materials, services, or equipment.

1.5.2. Issue Addenda as appropriate to clarify or change the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of contractors and other persons and organizations proposed by prime contractor(s) for those portions of the work as to which such acceptability is required by the Contract Documents.

1.5.4. Consult with OWNER concerning the acceptability of substitute materials and equipment proposed by Contactor(s) when substitution is permitted by the Contract Documents.

1.5.5. Attend the bid opening, tabulate the bids, and assist OWNER in evaluating the bids or proposals and in assembling and awarding contracts.

1.6. Construction Phase

During the Construction Phase:

1.6.1. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided by the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Construction Contract shall not be modified except as ENGINEER may agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided by the Contract Documents.

1.6.2. ENGINEER shall make periodic visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. ENGINEER will utilize, guide, and direct the activities of the Resident Project Representative assigned to the Project by OWNER according to Paragraph 2.2. and 7.2. to provide more continuous observation of the work. Based on information obtained by such observations, ENGINEER shall endeavor to determine if the work is proceeding in general conformance to the Contract Documents and to keep the OWNER informed of the progress of the work. ENGINEER shall have no responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) performing their work. ENGINEER shall have no responsibility for Contractor's failure to perform the work according to the Contract Documents. ENGINEER may disapprove or reject Contractor's work if ENGINEER believes the work will not produce a completed Project that conforms to the requirements of the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected by the Contract Documents.

1.6.3. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents. ENGINEER shall review shop drawings, samples, and other data which Contractor is required to submit, but only for conformance with the design concept according to the Contract Documents. ENGINEER shall evaluate substitute materials and equipment proposed by Contractor according to the Contract Documents. ENGINEER may, as OWNER's representative, require special inspection or testing of the work and shall receive and review all certificates of inspection, testing, and approval required by the Contract Documents. ENGINEER shall prepare routine Change Orders, Field Orders, and Work Change Directives.

1.6.4. ENGINEER shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereuder and make decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.5. Based on his on-site observations as an experienced and qualified design professional, or information provided by the Resident Project Representative, and on his review of Contractor's applications for payment and the accompanying data and schedules: ENGINEER shall determine the amounts owing to Contractor and recommend in writing payments to Contractor in such amounts; such approvals of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated. Recommending a payment will not impose on ENGINEER responsibility to make any examination to ascertain how or for what purpose the

Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

1.6.6. ENGINEER shall conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor. ENGINEER's recommendation of any payment or performance of any inspections does not relieve Contractor(s) of any responsibility to fulfill the terms of the Contract Documents nor will such inspection or recommendation place any responsibility on ENGINEER for Contractor(s)' failure to perform according to the Contract Documents.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractor(s)' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the Project.

1.6.8. ENGINEER shall prepare for OWNER a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) and Resident Project Representative to ENGINEER and which ENGINEER considers significant.

SECTION 2 – ADDITIONAL SERVICES OF ENGINEER

2.1. General

If authorized by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services; these services will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans, or permits in connection with the Project; preparations or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of the design, the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and assistance in obtaining financing for the Project; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of independent consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, and providing data or services of the types described in Paragraph 3.

2.1.8. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.

2.1.9. Services in connection with Change Orders and Work Change Directives to reflect changes requested by OWNER if the compensation for Basic Services is not commensurate with the additional services rendered; services in making revisions to Drawings and Specifications caused by acceptance of substitutions proposed by Contractor; and services resulting from significant delays, changes, or price increases occurring as a direct result of the Project.

2.1.10. Services during out-of-town travel required of ENGINEER other than visits to the Project site as required by Section 1.

2.1.11. Providing field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with its work and any type of property surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

2.1.13. Preparation of operating, maintenance, and staffing manuals; extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.14. Service after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.15. Serving as a consultant or witness for OWNER in any litigation, arbitration, mediation, public hearing or other legal or administrative proceeding involving the Project.

2.1.16. Additional service in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.2. Resident Services During Construction

A Resident Project Representative and assistants will be furnished by OWNER who will act as directed by ENGINEER in order to provide further protection against defects and deficiencies in the work. OWNER and ENGINEER will cooperate to provide mutual assistance for the accomplishment of ENGINEER's responsibilities and those of the Resident Project Representative. OWNER and ENGINEER shall each be responsible for their own acts or omissions and neither may be held responsible for the acts or omissions of the other.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide full information as to his requirements for the Project.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.

3.3. Surveying Services. OWNER will provide, at OWNER's direct expense, surveying and mapping services necessary for the design of the project and acquisition of easements.

3.4. Furnish to ENGINEER, as required by him for performance of his Basic Services, data prepared by or services of others, such as core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; environmental assessment and impact statements; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions, zoning, deed, and other land use; restriction; and other special data or consultations not covered in Paragraph 2; all of which ENGINEER may rely upon in performing his services.

3.5. Provide, if required by the Construction Contract, engineering surveys and staking to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as he deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Pay all costs incident to obtaining bids or proposals from contractors.

3.9. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, and such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract.

3.10. Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret OWNER's policies and decisions with respect to ENGINEER's services.

3.11. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.

3.12. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.13. Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.14. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 – PERIOD OF SERVICE

4.1 The provisions of 4.2. through 4.8., inclusive, and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of Construction Contracts, and construction of the Project including extra work and required extensions thereto.

4.2. The service called for in the Preparatory Phase and Preliminary Design Phase will be completed within **thirty (30)** calendar days following the authorization to proceed with that phase of services.

4.3. Upon authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase, so as to deliver contract Documents for all authorized work on the Project within **one hundred twenty (120)** calendar days after the authorization to proceed with that phase of services.

4.4. ENGINEER's services under the Preparatory Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project.

4.5. After acceptance by OWNER of the Contract Documents and ENGINEER's most recent opinion of typical Project Cost and upon authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with Contractor(s).

4.6. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon the written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involved more than one prime contract.

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

4.8. If OWNER has requested significant modifications or changes in the scope of the Project, the time of performance of ENGINEER's services shall be adjusted appropriately.

4.9. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days after the completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.10. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.3. for the services delayed or suspended. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 5 – PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER

5.1.1. Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 on the following basis:

Lump Sum. If the work of the entire Project is awarded on the basis of one prime contract, a lump sum fee of Eighty thousand and 00/100 Dollars ($80,000.00).

5.1.2. Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.15., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 2.1.14), on the basis of the fee schedule listed in Paragraph 7.1.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to Paragraph 2.1.7., the amount billed to ENGINEER times a factor of 1.05.

5.1.2.3. Serving as a Witness. For the services of the principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with Paragraph 2.1.14, at the rate of 1.2 times the fees listed in Paragraph 7.1. (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in Paragraph 5.1.2.1.).

5.1.2.4. Resident Project Services. A Resident Project Representative will be furnished under Paragraph 2.2. by and at the expense of the OWNER.

5.1.3. Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ENGINEER the actual costs of all reimbursable expenses incurred in connection with all Basic and Additional Services.

5.1.4. As used in this Paragraph 5.1., the term "reimbursable expenses" will have the meanings assigned in Paragraph 5.3.1.

5.2. Times of Payment

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursement expenses incurred. When compensation is on the basis of a lump sum or percentage of construction cost the periodic statements will be based upon ENGINEER's hourly fee schedule. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

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

Phase	Fee
Preliminary Engineering	$ 4,000.00
Design	$ 66,000.00
Bidding and Construction	$ 10,000.00
Total	$ 80,000.00

5.3. General

5.3.1. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings and Specifications, and similar Project-related items in addition to those required under Section 1; insurance in addition to that identified by Section 7.3; and, if authorized in advance by OWNER, overtime requiring higher than regular rates.

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

5.3.3. If this Agreement is terminated by OWNER, upon the completion of any phase of the Basic Services, payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. If this Agreement is terminated by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis ENGINEER's hourly fee schedule times a factor of 1.25 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any termination, ENGINEER will be paid for all unpaid Additional Services and unpaid reimbursable expenses, plus all termination expenses. Termination expenses mean reimbursable expenses directly attributable to termination.

SECTION 6 – GENERAL CONSIDERATIONS

6.1. Termination

This Agreement may be terminated at the sole discretion of either party upon thirty days' written notice.

6.2. Reuse of Documents.

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

6.3. Estimates of Cost.

Since ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable project cost, construction cost, or typical costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but ENGINEER can not and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to the construction cost he shall employ an independent cost estimator as provided in Paragraph 3.9.

6.4. Successors and Assigns.

OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither OWNER nor ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.5. Fiduciary Responsibility

ENGINEER offers no fiduciary service to OWNER and ENGINEER has no fiduciary responsibility to OWNER.

SECTION 7 – SPECIAL PROVISIONS

OWNER and ENGINEER agree that this AGREEMENT is subject to the following special provisions which together with the provisions hereof and the exhibits and schedules hereto represent the entire AGREEMENT between OWNER and ENGINEER; they may only be altered, amended or repealed by a duly executed written instrument.

7.1. Hourly Fee Schedule

The hourly fee schedule primary project personnel are:

Principal Engineer	$85.00 per hour
Designer	$45.00 per hour
Engineering Technician	$35.00 per hour
Engineering Administration	$35.00 per hour

7.2. Resident Project Representative.

ENGINEER recommends and OWNER agrees to provide at OWNER's direct expense a Resident Project Representative during the project construction.

7.3. ENGINEER's Insurance.

The ENGINEER shall carry and keep in force during this contract, policies of insurance in the minimum amounts as set forth below.

General Liability: Single Limit............................ $1,000,000

Aggregate………………………… $2,000,000
Workers' Compensation: ………………………………… Statutory

Automobile Liability:
Combined Single Limit: $1,000,000

IN WITNESS WHEREOF the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

OWNER:

City of Sherman
P.O. Box 1106
220 W. Mulberry
Sherman, Texas75091-1106
(903) 892-7210

By:__________________________

Title:__________________________

ENGINEER:

Morris Engineers
P.O. Box 606
225 E. Houston
Sherman, Texas 75091-0606
(903) 868-1644

By: 6.6-12

Title: Professional Engineer

MASTER 06/06/12
MORRIS ENGINEERS

UNDERWOOD
DRAFTING & SURVEYING, INC.

June 11, 2012

Mr. Tim Morris
Morris Engineering
225 E. Houston St.
Sherman, TX 75090

Proposal of Survey Fees

Project: **Sewer A – Approx. 19,000 feet**
Sherman North Branch Sand Creek Sewer

We can prepare easement and a design survey for the above referenced project for the following fee:

Total Survey Fees: **$ 25,000.00****

Stake centerline and locate all construction impediments (40' path) and trees (as detailed in attached Exhibit "A") and prepare 20 foot easements for approximately 10-12 parcels. See attached Exhibit "A" for additional details of scope of work.

**Additional fees may be incurred with alignment changes. This additional work will be billed at an hourly rate of $140/hour for survey crew and $55/hour for drafting time.

If there is any other information I can provide, please feel free to call. I look forward to the opportunity to work with you.

Sincerely,

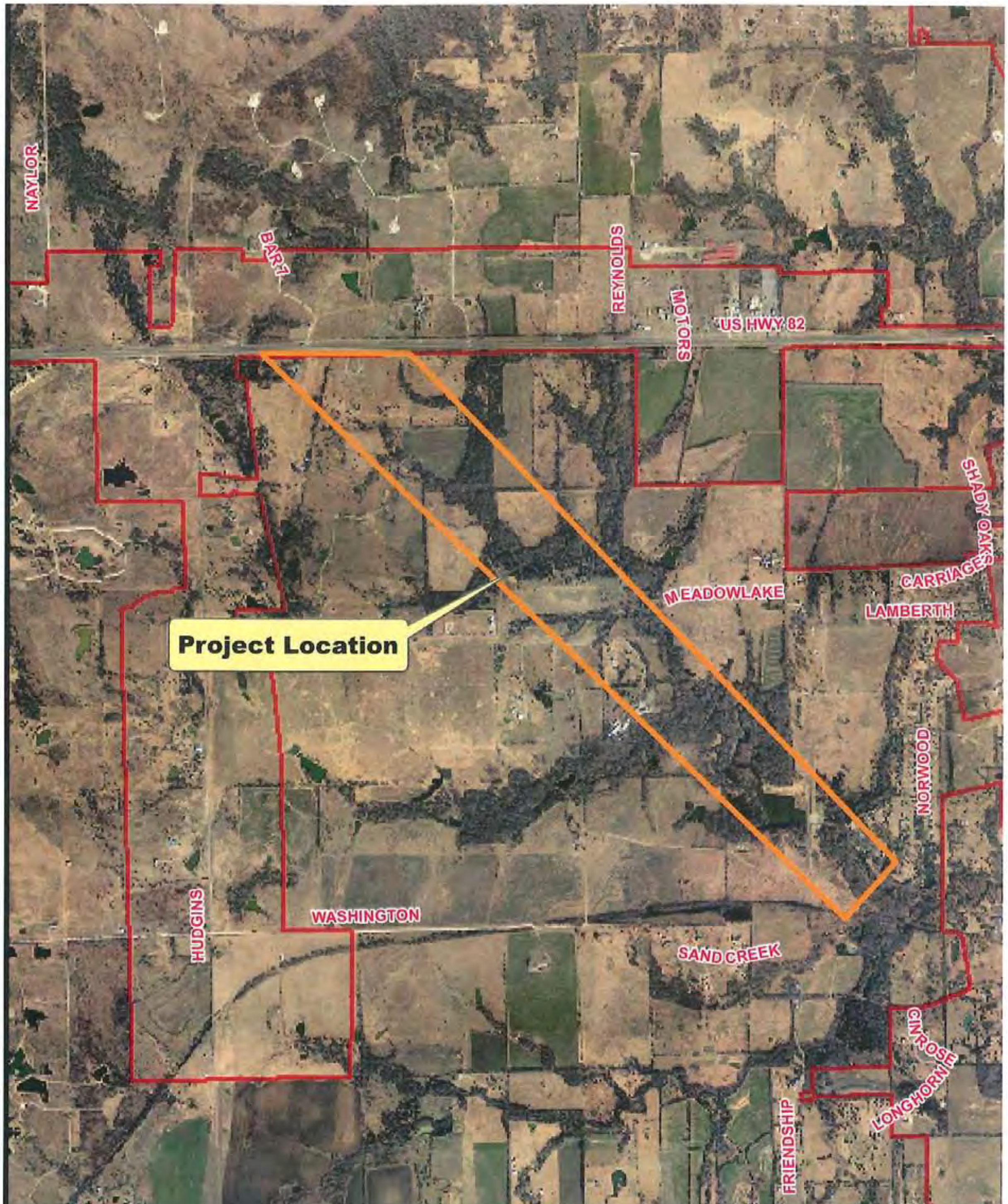
Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

I hereby accept this proposal and authorize Underwood Drafting & Surveying, Inc. to proceed:

______________________________ ______________________
Signature Date

____
Printed Name

3404 INTERURBAN ROAD • DENISON, TEXAS 75021 • 903-465-2151 • FAX 903-465-2152



Sherman

S.H. 289 North Branch Sewer

N

[redacted]

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. C.3

RESOLUTION NO. 5709

Authorizing Execution of an Agreement with Cupid Investments, Inc. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1528 South Montgomery Street

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 1528 South Montgomery Street.

Background

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

Origination

Cupid Investments, Applicant

Financial Consideration

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately $250.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5709
Residential Tax Abatement Agreement
Application
Warranty Deed
Site Plan
Photo
Building Permit Application
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5709

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH CUPID INVESTMENTS, INC. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1528 SOUTH MONTGOMERY STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Cupid Investments, Inc. and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Cupid Investments, Inc. for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1528 South Montgomery Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the _____ day of ________________, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

BY: ______________________________
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2012, and continuing for tax years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2012, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2012	100%
2013	100%
2014	100%
2015	100%
2016	100%
2017	100%
2018	80%
2019	60%
2020	40%
2021	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021, as indicated above in paragraph 1.01.

IV.

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

> Construction of one (1) new single-family residence at 1528 South Montgomery Street, Sherman, Texas, and as more particularly described by the following:
>
> **BEING** Lot 7, J.P. Geren's South Montgomery Addition.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 205 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

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

XI.

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

XII.

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

City of Sherman P.O. Box 1106 Sherman, Texas 75091-1106 (903) 892-7200	Cupid Investments, Inc. 715 S. Sam Rayburn Freeway Sherman, TX 75090 (903) 868-4201

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

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

_____ day of ___________________________, 2012.

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

ATTEST:

BY: _______________________________
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _______________________________
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this _____day of _________, 2012 A.D.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Cupid Investments

Mailing Address: 715 S. HWY 75 SHERMAN, TX 75090

Telephone Number: 903 - 868 - 4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 1528 S. MONTGOMERY

Summary Legal Description: Lot: 7 Block: 1 Addition: J.P. GREENS S. MONTGOMERY

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

Improvements:

Type of Improvements (please check one). New Construction: ✓ Remodeling: ____

Estimated Value of Improvements: $ 80,000

Estimated Date of Start of Construction: 9-11-12

Estimated Date of Completion of Project: 11-11-12

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): [signature] Date: 9-10-12

Grayson County
Wilma Bush
Grayson County Clerk
Sherman, Texas 75090

70 2012 00018206

Instrument Number: 2012-00018206

As

Recordings

Recorded On: September 11, 2012

Parties: BARTON CAPITAL LTD

To CUPID INVESTMENTS INC

Billable Pages: 2

Number of Pages: 4

Comment: WD

(Parties listed above are for Clerks reference only)

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

Recordings	20.00
Total Recording:	**20.00**

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

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

File Information:

Document Number: 2012-00018206
Receipt Number: 361712
Recorded Date/Time: September 11, 2012 09:21:14A
Book-Vol/Pg: BK-OR VL-5177 PG-939
User / Station: G WHITE - Cashiering Station 1

Record and Return To:

RED RIVER TITLE CO
421 N. CROCKETT ST
SHERMAN TX 75090

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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

7 .
0115014

Bk	Vol	Pg
00018206 OR	5177	940

WARRANTY DEED

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

THAT **BARTON CAPITAL, LTD,** 715 S. Hwy 75, Sherman, TX 75090

(Hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations cash in hand paid by **CUPID INVESTMENTS, INC.**

whose address is, 715 S. Hwy 75, Sherman, TX 75090

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed.

Have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

BEING LOT SEVEN (7) OF J.P. GEREN'S SOUTH MONTGOMERY ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 341, PAGE 13, DEED RECORDS, GRAYSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee.

This conveyance is made and accepted subject to (i) any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, to the extent that they are in force and effect; (ii) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, to the extent that they are applicable and enforceable; (iii) any and all easements, rights of way and encroachments that are apparent, including any utilities buried beneath the surface of the ground; and (iv) all rights of parties in possession of any part of the Property.

When this deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors or administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed on this the 10th day of September, 2012.

BARTON CAPITAL, LTD

BY:

NAME: **RON BARTON**

TITLE: **President**

7 . 6

	Bk	Vol	Pg
00018206	OR	5177	941

THE STATE OF TEXAS

COUNTY OF GRAYSON

This instrument was acknowledged before me this 10th day of September, 2012, by RON BARTON of BARTON CAPITAL, LTD in the capacity of PRESIDENT on behalf of said entity.

NOTARY PUBLIC - STATE OF TEXAS

TERRI R HAMBY
Notary Public, State of Texas
My Commission Expires
March 13, 2014

AFTER RECORDING RETURN TO:

RED RIVER TITLE COMPANY
421 N. Crockett St.
Sherman, Texas 75090

policy/closingdocs/dn/CashDeed- 0115014

Bk Vol Pg
00018206 OR 5177 942

Filed for Record in:
Grayson County

On: Sep 11,2012 at 09:21A

As a
Recordings

Document Number: 00018206

Amount: 20.00

Receipt Number - 361712

By:
GAIL WHITE

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

Sep 11,2012

Wilma Bush, Grayson County Clerk
Grayson County

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 - fax (903)868-2970

SURVEY FOR:______________________

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 21 st day of May, 2008 of the following described property:

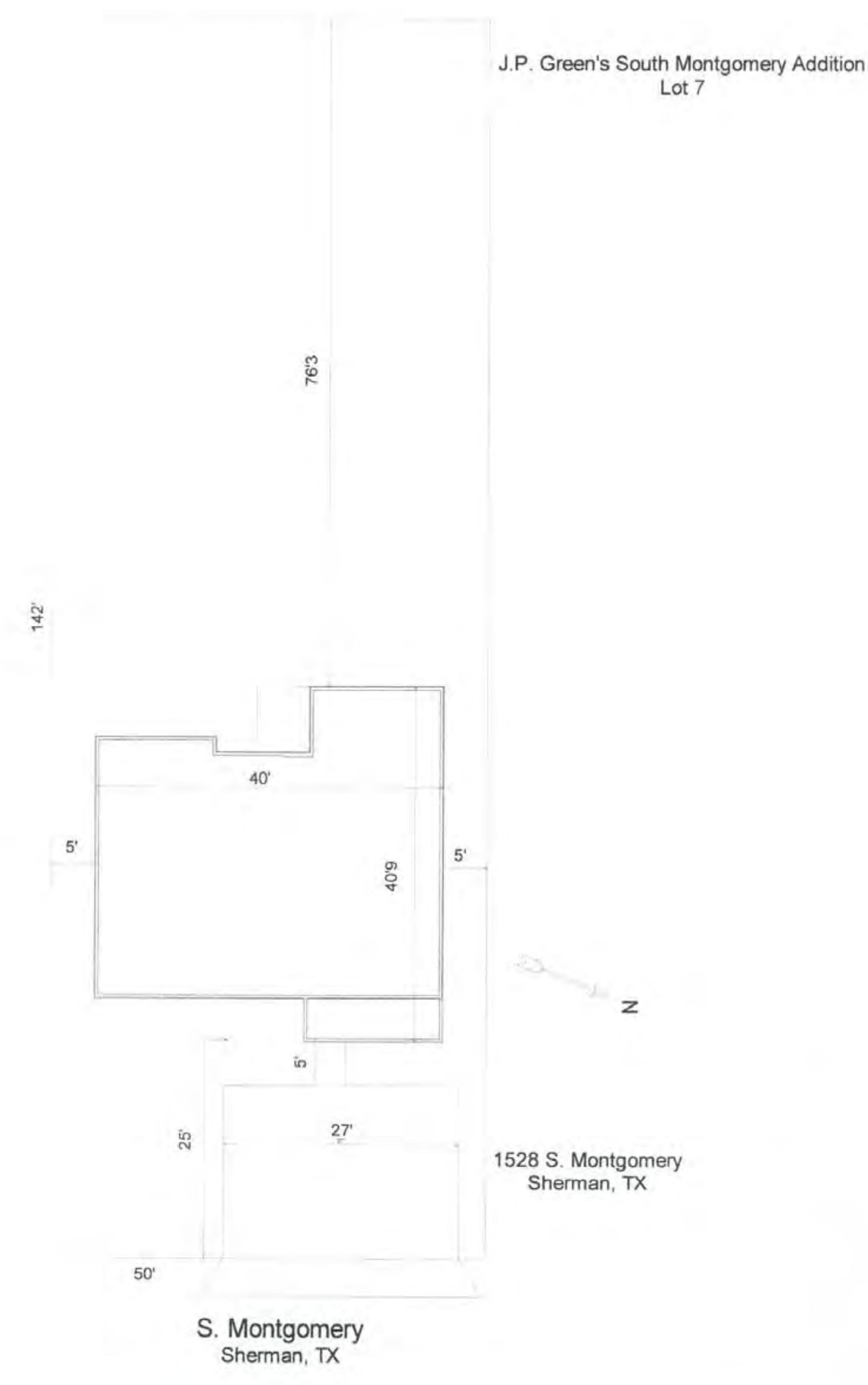
Lot SEVEN (7) of J. P. GEREN'S SOUTH MONTGOMERY ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 341, Page 13, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as 1528 **S. MONTGOMERY STREET, SHERMAN, TEXAS,** and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

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

GEREN-7.pcs


J.P. Green's South Montgomery Addition
Lot 7
76'3
142'
40'
5'
40'9
5'
N
5'
25'
27'
1528 S. Montgomery
Sherman, TX
50'
S. Montgomery
Sherman, TX

1528 S. Montgomery

[redacted]

CITY OF SHERMAN

RESIDENTIAL BUILDING PERMIT

SUBCONTRACTOR: CUPID HOMES

PERMIT #: 121628 DATE ISSUED: 9/11/2012

PROJECT ADDRESS:	1528 S MONTGOMERY ST	LOT #:	7
PARCEL ID:		BLK #:	1
SUBDIVISION:	JP GEREN'S SOUTH MONTGOMERY	ZONE ORD:	
ISSUED TO:	CUPID HOMES	CONTRACTOR:	CUPID HOMES
ADDRESS:	715 S SAM RAYBURN FREEWAY	ADDRESS:	715 S SAM RAYBURN FREEWAY
CITY, ST ZIP:	SHERMAN TX 75090-7260	CITY, ST ZIP:	SHERMAN TX 75090-7260
PHONE:	903-818-6180	PHONE:	
PROP.USE:	ONE FAMILY RESIDENTIAL	SQ FT:	1,336.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	3
VALUATION:	$ 80,000.00	BATHROOMS:	2
OCCP TYPE:	ONE FAMILY RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

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

NOTES:

NOTICE

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

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

X (SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT — 9/11/12 DATE

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR — 9/11/12 DATE

B Keal
(APPROVED BY) BUILDING & ZONING — 9/11/12 DATE

1528 S. Montgomery St.

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.

N
1 inch = 69 feet

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. C.4

**** RESOLUTION NO. 5710***

Authorizing the Purchase of Two New Residential Automated Collection Truck Chassis for the Solid Waste Services Department from Chastang's Bayou City Autocar through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue

To consider approval of a resolution to purchase two new residential automated solid waste truck chassis from the Texas Local Government Purchasing Cooperative (BuyBoard) for use within the Solid Waste Services Department

Background

The requested purchase is to replace units 615 and 617, both 1998 year model automated residential solid waste trucks. These are the oldest automated trucks in the Solid Waste Department's fleet. The age of these vehicles has made finding replacement parts difficult.

Origination

Department of Public Works

Financial Consideration

The two Autocar chassis will be purchased from Chastang's Bayou City Autocar for $154,951.00 each, for a total of $310,302.00, through BuyBoard. Funding for this purchase was appropriated in the fiscal year 2012-2013 Solid Waste Services budget.

Staff Recommendation

It is recommended that staff be authorized to purchase the two new Autocar chassis through BuyBoard.

Alternatives

As may be recommended by the City Council

Attachments

Resolution No. 5710
BuyBoard Quote
BuyBoard Interlocal Participation Agreement

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5710

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO NEW RESIDENTIAL AUTOMATED COLLECTION TRUCK CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM CHASTANG'S BAYOU CITY AUTOCAR 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 Chastang's Bayou City Autocar, through the Texas Local Government Purchasing Cooperative (BuyBoard), two new automated residential solid waste collection truck chassis, at a total price of Three Hundred Ten Thousand Three Hundred Two Dollars and No Cents ($310,302.00), in accordance with the provisions of the BuyBoard proposal and the 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 2012-2013 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 ________________, 2012.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY, CITY ATTORNEY

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BuyBoard

End User:	City of Sherman	Date Prepared:	09/14/2012

Product Description	2013 Autocar suitable for an automated side loader body		
A: Base Price in Bid/Proposal Number: 358-10		Series: 2	$ 107,963.00
B: **Options:**			
DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
Cummins ISL 345Hp 1150 torque	$ 7,856.00	4 Year transmission warranty	$ 1,470.00
Adapter for front PTO	$ 876.00	85 Gallon fuel tank	$ 391.00
ACX Extended cab	$ 3,937.00	Engine block heater	$ 176.00
20,800 # Front springs	$ 356.00	1/4" frame liner	$ 1,730.00
46,000 # rear axle	$ 3,926.00	Air tanks inside frame rails	$ 188.00
215" Wheelbase	$ 1,141.00	Wire braided fuel lines	$ 155.00
92" Frame overhang	$ 363.00	Air conditioning	$ 1,352.00
5 Year Cummins engine warranty	$ 2,450.00	AM/FM CD radio	$ 431.00
Refuse front & rear brakes	$ 919.00	Temporary inflation adjustment	$ 3,341.00
Aluminum front wheels	$ 513.00	Aluminum rear wheels	$ 2,387.00
Dual heated moto mirros	$ 551.00	Exterior sunvisor	$ 454.00
Floorplan interest	$ 2,926.00	Full locking differential	$ 966.00
Allison 4500RDS 6-spd automatic	$ 7,480.00	Hendrickson 46,000 rear suspension	$ 653.00
Subtotal Column 1 $ 33,294.00		Subtotal Column 2: $ 13,694.00	
Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)			$ 46,988.00

C: Subtotal of A + B			$ 154,951.00
D: Quantity ordered	$ 2.00	x C	$ 309,902.00
E: **BUYBOARD FEE**			$ 400.00
F: TOTAL PURCHASE PRICE INCLUDING (D+E)			$ 310,302.00

To Order: Fax Purchase Order To : 713-678-5001 Attn: John Chastang

or E-Mail to : jnchastang@chastangford.com

Approx. Delivery : 120 Days to body company

Chastang's Bayou City Autocar
P.O.Box 21127
Houston, Tx. 77226

John C. Chastang
800-856-9462

Fax: 713-678-5001

RECEIVED JUL 1 5 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT
for the
Texas Local Government Purchasing Cooperative

RECEIVED

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

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. C.5

**** RESOLUTION NO. 5711***

Authorizing the Purchase of Two New Residential Automated Collection Packer Bodies 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 two residential automated collection packer bodies from the Texas Local Government Purchasing Cooperative (BuyBoard) for use within the Solid Waste Services Department

Background
The requested purchases are to replace units 615 and 617; both are 1998 year model residential automated solid waste trucks. These are the oldest automated trucks in the Solid Waste Department's fleet. The age of these vehicles has made finding replacement parts difficult.

Origination
Department of Public Works

Financial Consideration
The Heil 28 Yard Automated Packer bodies will be purchased from Heil of Texas, through Buyboard, for $111,497.00 each, a total of $223,394.00 for both packer bodies. Funding for this purchase was appropriated in the fiscal year 2012-2013 Solid Waste Services budget.

Staff Recommendation
It is recommended that staff be authorized to purchase the two new residential automated packer bodies through BuyBoard.

Alternatives
As may be recommended by the City Council

Attachments
Resolution No. 5711
BuyBoard Quote
BuyBoard Interlocal Participation Agreement

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5711

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO NEW RESIDENTIAL AUTOMATED COLLECTION PACKER BODIES 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), two new residential automated solid waste collection packer bodies, at a total price of Two Hundred Twenty-Three Thousand Three Hundred Ninety-Four Dollars and No Cents ($223,394.00), in accordance with the provisions of the BuyBoard proposal and the 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 2012-2013 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 ________________, 2012.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

BUYBOARD

PRODUCT PRICING BASED ON CONTRACT

Customer:		CITY OF SHERMAN	09/07/2012
Product Description:	HEIL	DP PYTHON 28 YD. FULL EJECT	REFUSE

A: Base Price in Bid/Proposal Number 357-10 Series 34 => $ 99,402.00

B: Published Options [Itemize each item below]

Full Factory Mount	$ -	TriCuff Grippers 30-100 gal.	$ 1,320.00
Hopper Work Light	$ 400.00	Hopper Hood Cover	$ 1,690.00
Smart / LED Body & Tailgate Lights	$ 1,950.00	Remote Lift Controls under pass. sea	$ 1,320.00
Manual Hopper Cover	$ 1,040.00	Mud Guards (steel)	$ 275.00
Addtl. 6 mos. Body Warranty (Total 12	$ 1,850.00	Mud Flaps (behind wheels)	$ 190.00
20# Body Mounted Fire Extinguisher	$ 425.00	Body Side Back -Up Assist Lights	$ 430.00
AWT- 3rd EYE Camera System	$ 2,795.00	Tool Box -- Bumper Mtd. 18x18x24	$ 650.00
(3) Camera's/4 Port/ HD Color Monitor	$ -	Service Hoist Kit FE Python	$ 3,760.00
OIGIA Vane Pump	$ -		$ -
	$ -		$ -
Subtotal Column 1:	$ 8,460.00	Subtotal Column 2:	$ 9,635.00

Published Options added to Base Price (Subtotal of "Col 1" + "Col 2") $ 18,095.00

C: Subtotal of A + B => $ 117,497.00

D: Unpublished Options {Itemize each item below, Not to exceed ± 25% of Unpublished = 0.00 %

	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
Subtotal Column 1:	$ -	Subtotal Column 2:	$ -

Unpublished Options added to Base Price (Subtotal of "Col 1" + "Col 2") $ -

E: Contract Pride Adjustment (If any, explain here) Good Customer Discount $ - ($6,000.00)

F: Total of C + D ± E (Not including Buyboard Fee) => $ 111,497.00

G: Quantity Ordered {Units x F} => # of Units 2 $ 222,994.00

H: BUYBOARD Fee {From Fee Schedules, Table: ______ => @ ________% $ 400.00

I: Non-Equipment Charges & Credits {ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.}

	$ -
	$ -

Subtotal of Non-Equipment Charges $ -

J: TOTAL PURCHASE PRICE INCLUDING {G + H +I} => $ 223,394.00

1440 S. Loop 12	Tom Hafer	
Irving, TX 75060	Heil of Texas	
www.heiloftexas.com	972-438-6488	09/20/2012

RECEIVED JUL 1 5 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT for the Texas Local Government Purchasing Cooperative

RECEIVED

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

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. C.6

**** RESOLUTION NO. 5712***

Authorizing the Purchase of a 2013 Ford F-350 Fleet Service Vehicle for the Fleet Maintenance Department from Sam Pack's Five Star Ford through the Houston-Galveston Area Council of Governments (H-GAC)

Issue

Authorize the purchase of a 2013 Ford fleet service vehicle for the Fleet Maintenance Department from Sam Pack's Five Star Ford through the Houston-Galveston Area Council of Governments (H-GAC)

Background

This new vehicle will replace Unit 302, a 1996 Ford F-350 that is currently used as the fleet service vehicle and has 238,950 miles on it. Maintenance and service costs support replacing this unit at this time.

Origination

Public Works Department

Financial Consideration

The total cost of the 2013 Ford fleet service vehicle from Sam Pack's Five Star Ford is $26,984.30; and said amount is included in the 2012-2013 budget.

Staff Recommendation

It is recommended that the staff be authorized to purchase the 2013 Ford fleet service vehicle through the H-GAC.

Alternatives

As may be recommended by the City Council

Attachments

Resolution No. 5712
H-GAC Contract Pricing Worksheet
H-GAC Interlocal Agreement

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5712

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2013 FORD F-350 FLEET SERVICE VEHICLE FOR THE FLEET MAINTENANCE DEPARTMENT FROM SAM PACK'S FIVE STAR FORD 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 Sam Pack's Five Star Ford, through the Houston-Galveston Area Council of Governments (H-GAC), a 2013 Ford F-350 fleet service vehicle for use by the Fleet Maintenance Department at the total cost of Twenty-Six Thousand Nine Hundred Eighty-Four Dollars and Thirty Cents ($26,984.30), in accordance with the provisions of the H-GAC proposal and the 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 2012-2013 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 ________________, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

BY: ________________________________
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY, CITY ATTORNEY

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Don McCormick -Bill Harkins - Paula Weiss-Cohen - Bill Dutton - Alan Rosner

Contract Name:HGAC - VE11-12

End User: City of Sherman **Sam Pack's Rep:** William Harkins

Contact: Kent Sweat Maintenance Supervisor **Date:** 9/4/2012

Contact TN/Email kents@ci.sherman.tx.us Phone # 903-268-5968

Product Description: 2013 F-350 Reg Cab & Chasis XL, White Ext., Vinyl Int.

A. **Bid Series: D24** **F3A 600A** **Base Price:** **$ 18,602.15**

B. **Published Options (Itemize Each Below)**

Code	Description	Bid Price	Code	Description	Bid Price
44T	Automatic Transmission	Included			
600A	Air Conditioning	Included			
600A	XL	Included			
AS	Vinyl interior	Included			
99W	6.7L V8 Diesel Engine	$ 7,960.00			
F3A	Single Rear Wheel				
52B	Trailer Brake Controller	$ 230.00			
512	Spare Tire & Wheel	$ 350.00			
600A	****No power options***				
600A	AM/FM Radio	Included			
66D	Bed Delete	$ (625.00)			

Total of B. - Published Options **$ 7,915.00**

C. **Dealer Installed Published Options**

Code	Description	Bid Price	Code	Description	Bid Price

Total of C. - Dealer Installed Published Options **$ -**

D. **Off Menu Options**

Code	Description	Bid Price	Code	Description	Bid Price

Off Menu Options limited to 25% of Published Price Current % 0 **Total of D. - Off Menu Options** **$ -**

F.	**Delivery Charges**	**75 Miles @ $2.45/mile**	**$ 183.75**
G.	**Option Discounts**		**$ (316.60)**
H.	**Total of A + B + C + D + E = F**		**$ 26,384.30**
I.	**Floor Plan Assistance**		**$0.00**
J.	**Lot Insurance Coverages**		**$0.00**
K.	**Quantity Ordered** 1	X F =	**$ 26,384.30**
L.	**Administrative Fee**		**$ 600.00**
M.	**Non-Equip Charges & Credits**		
N.	**TOTAL PURCHASE PRICE INCLUDING ADMIN FEE**		**$26,984.30**

ILA NUMBER: 91-15399-?

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) 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 3555 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, 19 91 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, 19 and ends 10/31/91, 19 . 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 ~~SHERMAN~~	HOUSTON-GALVESTON AREA COUNCIL
(Local Government)	
BY [signature]	BY [signature] Date 7/29/91
TALMADGE N. BUIE	Manager of Cooperative Purchasing
CITY MANAGER DATE 3/18/91	BY [signature] Date 9/3/91
Name & Title of Signatory (PLEASE TYPE)	Jack Steele, Executive Director March 27, 1991

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. C.7

**** RESOLUTION NO. 5713***

Adopting an Investment Policy for the City of Sherman

Issue

Obtaining Council approval for revisions to the City of Sherman's Investment Policy (Policy)

Background

By law the Council must annually review and adopt an investment policy that governs the investing of public funds by the City. The most recent revision to the Policy was in September 2011. These recommended changes to the Policy are administrative in nature and intended to clarify a few definitions. Also, the authorized list of brokers/dealers is being updated. A copy of the proposed Policy was provided to the Investment Committee prior to this meeting.

Origination

Finance Department

Financial Consideration

There is no cost associated with changing the Policy.

Committee Recommendation

It is recommended that the Council approve the Policy as presented.

Alternatives

The Council could offer additional changes to those recommended by the staff and the Investment Committee, subject to Public Funds Investment Act (PFIA) requirements.

Attachments

Resolution No. 5713 adopting the Policy
Memo to Investment Committee
Investment Policy

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5713

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

WHEREAS, Chapter 2256 of the Texas Government Code requires that all municipal investments shall be made in accordance with written policies approved by the governing body; and

WHEREAS, the investment policies must address liquidity, diversification, safety of principal, yield, maturity, and quality and capability of investment management; and

WHEREAS, the City of Sherman Investment Committee has proposed an investment policy which meets these goals;

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

SECTION 1. That all prior investment policies of the City of Sherman are hereby revoked in their entirety.

SECTION 2. That the City of Sherman Investment Policy, attached hereto and made a part hereof for all purposes, is hereby adopted and shall now and hereafter govern the investment activity of the City of Sherman.

SECTION 3. 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 ________________, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

BY: ______________________________
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ____________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

Sherman
CLASSIC TOWN. BROAD HORIZON.

memorandum

DATE: Thursday, September 27, 2012

TO: The Investment Committee
The Honorable Willie Steele, Deputy Mayor
The Honorable Robert G. Softly, Council Member
George Olson, City Manager

FROM: Robby Hefton, Assistant City Manager/CFO RH

SUBJECT: **Investment Policy Revisions**

Attached is a copy of the City's Investment Policy, including proposed changes to the existing Policy. The City is required by law to review its Investment Policy annually to ensure that the policy meets the City's needs with respect to managing its investment activities.

The Investment Officers are recommending a few administrative changes to clarify definitions within the policy and to update the approved list of brokers/financial institutions. The changes are highlighted in yellow. None of the proposed changes are substantive in nature.

Approval of this policy is scheduled for the October 1st Council meeting. Please contact me prior to that meeting if you have any questions regarding the Policy or its related changes.

RH:pc

attachment (as stated above)

CITY OF SHERMAN
INVESTMENT POLICY
September 4, 2012

1.0 Policy:

It is the policy of the City of Sherman, Texas to invest public funds in a manner which will provide the safest and most liquid opportunity with the highest investment return while meeting the daily cash flow demands of the City and conforming to the statutes governing the investment of public funds. This policy serves to satisfy the statutory requirements of defining and adopting a formal investment policy. The policy and strategy shall be reviewed by the Investment Committee and the City Council annually. Any modifications will be formally approved by the City Council. This investment policy, as approved, is in compliance with the provisions of the Public Funds Investment Act of the Texas Government Code Chapter 2256 (PFIA).

2.0 Scope:

This policy applies to all aspects of investing the financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report and include: General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, Trust and Agency Funds, and any new fund created by legislative body, unless specifically exempted or excluded. All funds will be pooled for investment purposes. The strategy developed for this pooled fund group will address the varying needs, goals, and objectives of each fund.

This policy shall not govern funds which are managed under separate investment programs in accordance with Section 2256.004 of the Public Fund investment act. Such funds currently include Retirement/Pension Fund, Deferred Compensation Fund and Bond Proceeds.

2.1 Perpetual Care Cemetery and Mausoleum Fund: This fund is governed by a trustee agreement and the provisions of Sections 712.021 - 712.029 of the Health and Safety Code. The investment decisions are the responsibility of the trustee. Therefore, this fund is excluded from this investment policy.

2.2 Deferred Compensation: The City's deferred compensation plan qualifies under Internal Revenue Service Section 457 and, therefore, is exempt from the Public Funds Investment Act and this policy.

2.3 Bond Proceeds: Funds received from the sale of general obligation bonds or certificates of obligation will be segregated and will be invested under a separate strategy.

3.0 Objectives:

The following are the primary investment objectives of the City of Sherman, in order of priority:

3.1 Safety: Safety of principal is the foremost objective of the City of Sherman's investment policy. Safety is defined as the undiminished return of the principal of the City's investments and deposits. Investment officers must have an adequate understanding of the suitability of individual investment instruments in light of the City's financial needs. This understanding is gained through experience of the investment officers and through training designed to increase the expertise of the investment officers.

3.2 Liquidity: Liquidity is important to insure sufficient cash to meet all operating requirements. A liquid investment is one that can be easily and quickly converted into cash without a substantial loss of value.

3.3 Yield: For the City of Sherman, the yield objective is secondary to those of safety and liquidity. Yield is defined as the rate of annual income return on an investment, expressed as a percentage. The six-month U.S. Treasury Bill will be used as a prudent yield target.

4.0 Standards of Care:

Persons who act in good faith and in compliance with this policy shall be relieved of any personal liability arising from the investment activities of the City of Sherman.

4.1 Prudence: Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the persons' own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration: (1) the investment of all funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and (2) whether the investment decision was consistent with this written investment policy of the City of Sherman.

4.2 Ethics: Investment officers shall refrain from any activity that conflicts, or appears to conflict, with the officer's proper execution of the investment program or which could impair the officer's ability to make impartial investment decisions.

4.3 Conflicts of Interest: Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of investment programs, or which could impair their ability to make impartial investment decisions. Employees and investment officers shall disclose to the Texas Ethics Commission and the City Manager, and the City Manager discloses to the City Council if:

a) The officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City; or
b) The officer is related within the second degree by affinity of consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the City.

4.4 Delegation of Authority: As originally granted by Resolution 3230, dated September 11, 1995, and modified by Resolution on August 20, 2007, the daily operation and management of the City of Sherman's investments are the responsibility of the following persons:

a) Investment Officers: The City Manager shall name two investment officers from among the employees with the following job titles: City Manager, Assistant City Manager/Chief Financial Officer (CFO), and Controller. The investment officers are authorized to deposit, withdraw, invest, transfer, or manage in any other manner funds of the City of Sherman. Investments officers must disclose any business or personal relationships with business organizations offering to engage in an investment transaction with the City according to section 2256.005

b) Investment Committee: The Investment Committee shall consist of the City Manager and two members of the City Council as appointed by the Council. The committee shall provide guidance on investment matters. Also, the committee shall approve the list of approved brokers dealers and financial institutions annually.

c) Other Investment Authorizations: The Accounting Assistant, Accountant and Chief Accountant are also authorized to deposit funds into the bank depository.

4.5 Quality and Capability of Investment Management: Recognizing that the investment officers of the City have many other duties and that they may lack formal education in investing, this policy allows the City to use only the more basic and easily understood types of investments available to local governments.

4.6 Training of Investment Officers: All investment officers of the City shall attend an investment training session not less than once in a two-year period beginning on October 1st and consisting of the next two consecutive years, and receive not less than ten hours of instruction from an independent source approved by the City Council or the Investment Committee.

5.0 Strategies:

The investment strategy is the logical product of the investment objectives. As such, it emphasizes low credit risk, diversification, and the management of maturities. The strategy also takes into account the expertise and time constraints of the investment officers. The allowable investments listed in Section 7 of this policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses investment pools to achieve diversification. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature at regularly-recurring intervals.

A basic strategy governs the investment of all funds under this policy. A separate strategy applies to the investment of bond proceeds.

5.1 Depository Bank: Funds at the depository bank are to be managed to a level that minimizes the cost of the relationship to the City. In instances where the depository contract allows for the payment of fees by maintaining balances at the depository, every effort is to be made to minimize the amount of money held at the depository in excess of that needed to compensate the bank for its services. Concerns about safety are to be addressed by the pledging requirements of the depository, in accordance with state law. This strategy specifies that sufficient funds to support daily operations are maintained in the depository bank, but that any funds in excess of that are held to a minimum. In accordance with the Financial Institutions Reform, Recovery, and

Enforcement Act of 1989 (FIRREA), the City will require that the bank's board of directors or a designated committee approve the depository agreement, including the pledge of collateral to secure with bank's obligations with respect to the deposits maintained at the bank by the City.

5.2 Other Financial Institutions: The City may invest in certificates of deposit with maturities of five years or less with a bank other than the Depository Bank. A laddered maturity strategy is used for these instruments and only funds whose expenditure is not anticipated during the term of the certificate are invested.

5.3 Investment Pools: An investment pool is an entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. Funds are usually available from investment pools on a next day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staffs, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. The strategy of the City of Sherman calls for the use of investment pools as a primary source of diversification and a supplemental source of liquidity. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

5.4 Direct Investments: The City of Sherman purchases securities of the U.S. Treasury, U.S. Agencies, and direct obligations of this state or its agencies and instrumentalities in the secondary market. For purposes of this policy, the term "U. S. Agencies" shall include obligations, including letters of credit, of the United States or its agencies and instrumentalities. The majority of the direct investments have a remaining maturity of two years or less. The City employs a laddered maturity strategy for these instruments. With that method, some investments reach maturity at regularly-recurring intervals, enhancing liquidity. However, the yields are those of two year investments rather than securities having a single month to maturity, enhancing yield. The investment officers must give consideration to the over-all liquidity of the portfolio before making a direct investment. Additionally, the City occasionally purchases a U. S. Treasury or Agency security with maturities as long as five years. See Section 5.5 below.

5.5 Hold until Maturity: The strategy of the City is to maintain enough liquidity in its portfolio that it never needs to sell a security. This will protect the principal of the investment against market risk. Should it become necessary to sell a security prior to maturity, the prior written consent of the City Manager must be obtained.

5.6 Investment of Reserve Funds: Up to one-third of the funds held in reserve are available for investment in Treasury or Agency securities with remaining maturities up to five years.

5.7 Separate Strategy for Bond Proceeds: Proceeds from the sale of general obligation bonds or certificates of obligation will be segregated from the other investments of the City. The basic intent is to match the availability of funds to the cash requirements of the capital projects. Therefore, the maturity limits of Section 9.0 do not apply. The following investments are available for this strategy: treasury securities, demand deposits, certificates of deposit, and investment pools. Ten percent of anticipated costs of the projects must be kept in demand deposits or pooled investments to cover unanticipated cash demands. The remaining proceeds are to be invested so as to match anticipated demands for cash. Except for the requirement for demand deposits or investment pools above, there is no restriction on the percentage of the bond proceeds that may be invested in any authorized investment vehicle.

6.0 Authorized Financial Dealers and Institutions:

6.1 Approved List of Investment Service Providers: All banking services will be governed by the depository contract. In addition, the Assistant City Manager/Chief Financial Officer shall maintain a list of security brokers, dealers, financial institutions, and investment pools that are authorized by the Investment Committee and the City Council. To be eligible to be approved to do business with the City of Sherman, a seller of securities or financial institution must be a primary dealer, a regional dealer that qualifies under SEC Rule 15C3-1, or regulated by Federal banking authorities. To be eligible to be approved to do business with the City of Sherman, an investment pool must meet all the requirements of State law. More details on investment pool qualifications are listed in Section 7.5. Annually, the Investment Committee must review, revise and adopt a list of qualified brokers and financial institutions that are authorized to engage in investment transactions with the City.

6.2 Acknowledgment of Investment Policy: A written copy of this investment policy shall be presented to any person or firm seeking to sell to the City any investment. An authorized representative of the business organization seeking to sell an investment shall execute a written instrument substantially to the effect that the registered principal has: (1) received and thoroughly reviewed the City's investment policy; and (2) acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization. The City's investment officers are expressly prohibited from buying any security from a person or firm which has not delivered a document that complies with the requirements of this section of the investment policy to the City.

7.0 Authorized Investments, Including Diversification Limits and Maximum Maturities:

Following is a list of investments that are authorized by this policy for inclusion in the City of Sherman's portfolio of investments. Also shown are the target and maximum percentages (portfolio cap) of that type of security and the maximum maturity that is allowable.

7.1 Demand Deposits at Depository Bank: Governed by the depository contract and provisions of State law, collateralized demand deposits at the depository bank have unsurpassed liquidity and safety but do not usually provide the highest yield. By definition their maturity is immediate.

7.2 Certificates of Deposit: These investments are permitted if invested through a broker or depository institution that has its main office or a branch office in this state and is eligible under Section 2256.010 of the Public Funds Investment Act.

7.3 Obligations of the United States Treasury: United States Treasury Bills, Notes and Bonds are authorized investments of the City of Sherman. For purposes of collateral against the City's investments, the maximum length of remaining maturity may be fifteen years, as long as the total market value of the securities pledged against the City's investments always exceeds those investments.

7.4 Obligations of Agencies or Instrumentalities of the United States: United States Agency securities, or other obligations, are authorized investments of the City provided that they are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its respective agencies and instrumentalities. For purposes of collateral against the City's investments, the maximum length of remaining maturity may be fifteen years, as long as the total market value of the securities pledged against the City's investments always exceeds those investments.

7.5 Investment Pools: Public funds investment pools which have been created to function as a money market mutual fund are authorized investments of the City provided that they meet the following criteria: (1) they are continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service; (2) they mark their portfolio to market daily; (3) they maintain a stable net asset value of no less than .995 and no more than 1.005; (4) they limit their investments to those allowable to local governments by state law; and, (5) they meet or exceed the initial and monthly disclosure requirements of applicable state law. Deposits in investment pools that contain commercial paper are not authorized.

7.6 Repurchase Agreements; Bankers' Acceptances: These investment options are authorized for the City of Sherman only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests. The direct investment in repurchase agreements and bankers' acceptances by the City of Sherman is not authorized. However, indirect investment in repurchase agreements by the City's depository under a sweep arrangement is allowable for purposes of this policy.

7.7 Direct Obligations of this State or its Agencies and Instrumentalities: State agency means an office, department, commission, board or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities rated no lower than A or at an equivalent rating by at least one nationally recognized rating service.

7.8 Diversification Limits and Maximum Maturities

	Target Investment Level	Portfolio Cap	Maximum Maturity
Demand Deposits		100%	
Certificates of Deposit	25%	30%	5 years
U.S. Treasury Obligations	80%	85%	5 years
U.S. Agency Obligations	45%	50%	5 years
Investment Pools	45%	50%	
State of Texas Obligations	45%	50%	5 years

8.0 Prohibited Securities:

8.1 Allowed by State Law but Prohibited by This Policy: The following instruments are eligible for investment by local governments according to state law, but have been intentionally prohibited for the City by this policy: collateralized mortgage obligations; obligations of states, counties, cities, and other political subdivisions; bonds issued by the State of Israel; securities lending programs; guaranteed investment contracts; mutual funds; commercial paper; and investment pools except those pools which are created to function as money market mutual funds. This prohibition is in view of the time constraints on and the expertise level of the investment officers.

8.2 Expressly Prohibited by State Law and This Policy: The following securities are expressly prohibited by state law and this policy: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjust opposite to the changes in a market index (inverse floaters).

9.0 Limits on Maturity of Entire Portfolio:

The following limits on the maturities of investments apply to the entire City portfolio, except for the bond proceeds. The funds on deposit at the bank depository are included in the calculation of these percentages:

Available within 1 month	At least 25% of the portfolio
Available within 3 months	At least 33% of the portfolio
Available within 6 months	At least 45% of the portfolio
Available within 1 year	At least 60% of the portfolio
Available within 2 years	At least 70% of the portfolio
Available within 3 years	At least 80% of the portfolio
Available within 4 years	At least 90% of the portfolio
Available within 5 years	100% of the portfolio

For the City portfolio, excluding any bond proceeds, the maximum average dollar-weighted maturity shall be 500 days.

10.0 Collateralization:

In accordance with state law and the depository contract, all demand deposits and all time deposits will be collateralized by the pledging of investment securities or by letters of credit from Federal Home Loan Bank. If securities are used as collateral, the CFO or his designee must approve the security prior to its pledging. Pledged securities shall always be held by a third party and evidenced by a current safekeeping receipt.

11.0 Safekeeping:

All investment transactions, other than those with investment pools, shall be conducted on a delivery-versus-payment basis. Securities shall be held by a third party custodian and evidenced by current safekeeping receipts.

12.0 Internal Control:

The CFO shall establish a system of internal controls designed to prevent the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The system shall contain, but is not limited to, the following items:

12.1 Competitive Bids: To purchase a direct investment, the CFO or his designee shall seek at least three bids from firms listed on the approved list of brokers and dealers. Bids shall be in writing and may be delivered to the City in person or via electronic facsimile or email. The award shall be on the basis of the highest yield to the City. Records of the bids and award shall be maintained by the CFO's office, or the office of his designee.

12.2 Delivery-Versus-Payment: The safekeeping agent must receive all investments, other than investment pool funds, before funds are released for their purchase.

12.3 Compliance Audit: In conjunction with its annual financial audit, the City shall require a compliance audit of management controls on investments and adherence to this policy.

12.4 Collateral: Evidence of pledged collateral shall be maintained by the Chief Financial Officer or his designee. Collateral shall be reviewed weekly to assure that the market value of the pledged securities is adequate.

12.5 Other Components: Other sections of this policy contain aspects of internal control procedures. These include holding securities until maturity, providing adequate training for all investment officers, requiring vendors to meet minimum qualifications before selling securities to the City, disclosing personal or business relationships between investment officers and vendors, and regular reporting of investments to the City Council.

13.0 Valuation:

The market value of each investment in the City's portfolio will be calculated quarterly, on the following basis:

13.1 Bank Deposits: Bank deposits are denominated in cash and, therefore, their face value and market value are identical. Deposit levels will be monitored daily via telephone or electronic means and confirmed on the monthly bank statement.

13.2 Investment Pools: Monthly statements are received from the investment pools which show the amount on deposit and the market value of the pool as a percentage of the book value. The market value of the investment pools will be the product of these two figures.

13.3 Treasury Notes: The market value of Treasury Notes will be obtained from the City's third-party securities custodian.

13.4 Treasury Bills: The market value of Treasury Bills will be obtained from the City's third-party securities custodian.

13.5 Agencies: The market value of Agency securities will be obtained from the City's third-party securities custodian.

14.0 Credit Ratings:

The credit rating of each investment in the City's portfolio will be determined quarterly from Standard and Poor's.

15.0 Performance Standards:

For each of the City's investment objectives, following are the performance standards:

15.1 Safety: All investment principal is maintained.

15.2 Liquidity: Sufficient cash is maintained or can be generated to pay all current obligations without selling direct securities or incurring loss of principal.

15.3 Yield: Yield on the portfolio of City funds, excluding demand deposits at the bank depository, should approximate the Treasury Bill yield having similar weighted-average maturities.

16.0 Reporting:

No less than quarterly, the investment officers shall prepare, sign, and present to the City Council a report of the City's investments in compliance with section 2256.023 of the Public Funds Investment Act.

17.0 Investment Policy Adoption and Revision:

The City Council shall adopt the written investment policy by resolution. Annually the City Council shall review the investment policy and strategy. Revisions to the policy shall be made by City Council resolution.

APPENDIX A

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Agencies: Federal agency securities.

Amortized cost: Cost of investments adjusted for amortized premiums and discounts.

Asked: The price offered for securities.

Bid: The price offered by a buyer of securities.

Book value: A term synonymous with amortized cost.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper (CP): An unsecured short-term promissory note issued by corporations, with maturities ranging from 2-270 days.

Coupon: (a) the annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Credit Risk: The risk of loss of principal and interest due to a failure of the security or broker.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to $100,000 per deposit.

Federal Funds Rate: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB): The institutions that regulate and lend savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

Federal National Mortgage Association (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal reserve guidelines regarding purchases and sales of Government Securities in the open-market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C. 12 regional banks and about 5,700 commercial banks that are members of the system.

Government National Mortgage Association (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government, Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

Laddered Portfolio: Investment portfolio with securities in each maturity range (e.g. monthly) over a specified period of time.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in custody for investment and reinvestment.

Market Risk: The risk that the market value and interest earnings of an investment or a portfolio will fall due to changes in general interest rates.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Offer: The price asked by a seller of securities.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks and a few unregulated firms.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

Treasury Bonds: Long-term U.S. Treasury securities having initial maturities of more than ten years.

Treasury Notes: Intermediate term coupon bearing U.S. Treasury securities having initial maturities from one to ten years.

Unrealized Gains (Losses): Increases (decreases) in the value of investments representing the difference between the amortized cost of the investments and their current market value. Increases (decreases) in value are caused primarily by changes in market interest rates subsequent to purchasing investments.

Weighted Average Rate of Return: Rate of return calculated based on interest earnings and the length of actual holding for each individual security.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price of the security. (b) **Net Yield** or **Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield: The rate of annual income return on investment, expressed as a percentage.

APPENDIX B

APPROVED LIST OF BROKER/DEALERS AND FINANCIAL INSTITUTIONS

BOSC, Inc.
Sherman, TX

First Southwest Company
Dallas, TX

~~First Tennessee Financial Bank~~
~~Dallas, TX~~

First Public, LLC
Austin, TX

Vining Sparks
Frisco, TX

SAMCO Capital Markets
Dallas, TX

Southwest Securities
Dallas, TX

Coastal Securities, Inc.
Houston, TX

TexPool Participant Services
Dallas, TX

TexStar Participant Services
Dallas, TX

Landmark Bank
Sherman, TX

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. D.1

**** REQUEST TO ADVERTISE***
State Highway 289 Water Main Construction Project

Issue
Requesting permission to advertise for bids for the construction of the State Highway 289 Water Main Construction Project

Background
The Capital Improvement Program contains a project to extend a water main along the east side of State Highway 289, between U.S. Highway 82 and the southern city limits. Plans and specifications are being finalized.

Origination
Department 710, Utility Administration

Financial Consideration
The project is funded in the Capital Improvement Program; and the cost of advertising is expected to be less than $200.00.

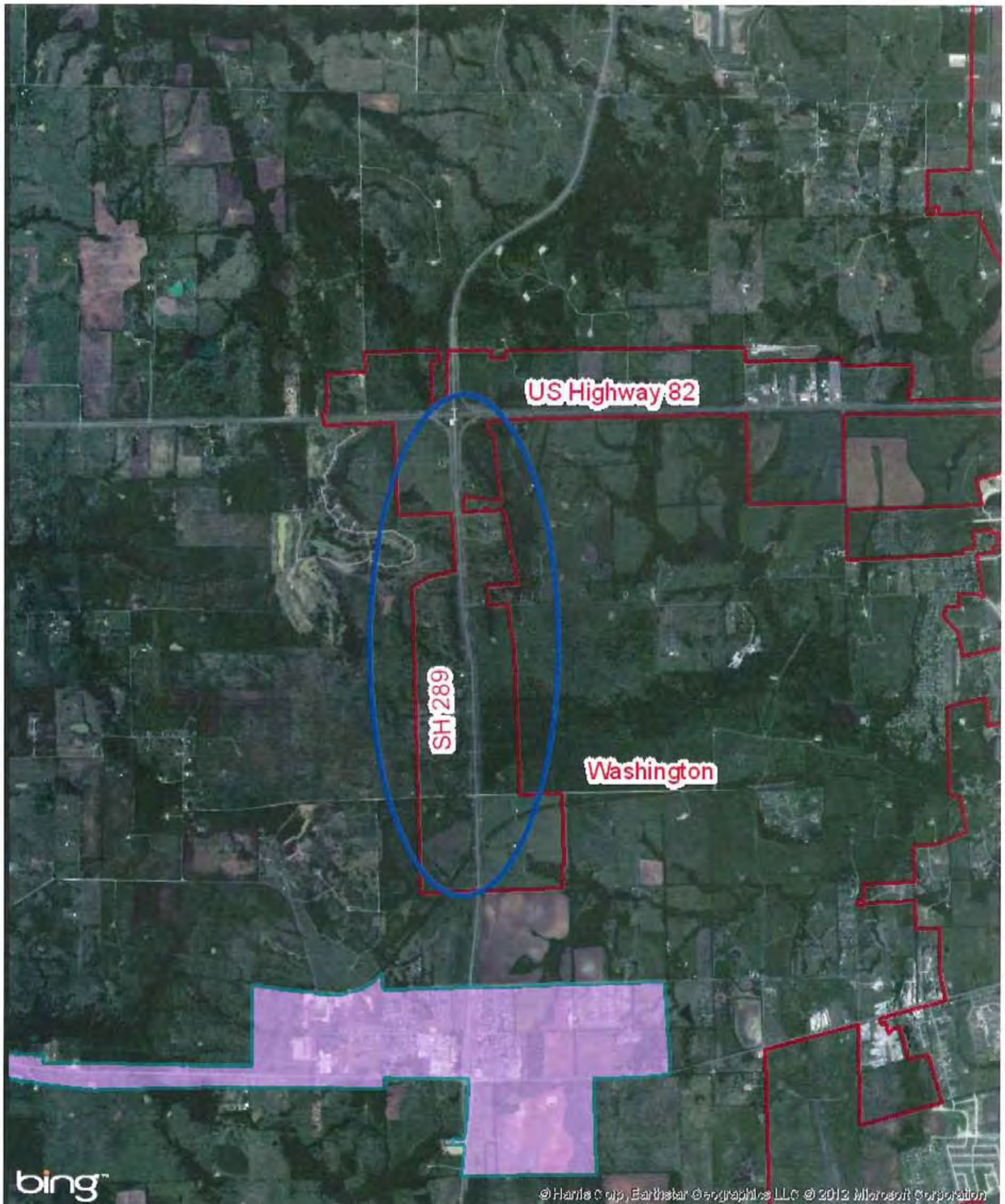
Staff Recommendation
It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives
As may be directed by the City Council

Attachments
Location map

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager



Sherman

State Highway 289 Water Main

N

[redacted]

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. D.2

**** OTHER BUSINESS***

Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Wall Street (between Travis Street and Montgomery Street) and Walnut Street (between Pecan Street and Houston Street) for a Halloween Event on Saturday, October 13, 2012

Issue

Downtown Sherman Preservation & Revitalization (DSP&R) is requesting to temporarily close Wall Street (between Travis Street and Montgomery Street) and Walnut Street (between Pecan Street and Houston Street) on Saturday, October 13, 2012 from 4:00 p.m. until 10:00 p.m. for their Halloween Celebration. The event will include live music, vendors, a haunted house, and other activities for all ages.

Background

This would be the second DSP&R event held at this location. The first was St. Patrick's Day in March of 2012.

Origination

Ms. Jenel McGrath, DSP&R Program Committee Chair

Financial Consideration

Barricade placement and removal would be provided by the City of Sherman Street Department.

Staff Recommendation

Approve the request, but require that access to the closed streets by emergency vehicles be kept open at all times.

Alternatives

As directed by the Council

Attachments

Written request received August 31, 2012
Map of request location

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager

DOWNTOWN SHERMAN

LIVE!

CONCERT SERIES

August 31, 2012

RE: Shut Down Wall St
DSP&R Event 10/13/2012

To Whom It May Concern,

This letter will serve as a formal request from DSP&R to have the barricades set out, as noted on the included Map.

Wall St., between Travis and Montgomery & Walnut St., between Houston and Pecan.

Our Event will be on October 13th, from 6-10pm. We would like the barricades set out by 4pm, so we have time to set up everything before the crowd comes through!

This will be the second outdoor event for Downtown Sherman Preservation & Revitalization (DSP&R). The first was St. Patty's Day in March 2012. It was a huge success. We are trying to outdo that event!

These outdoor events are so beneficial to promote the downtown Sherman area to all. We are also able to create great interest in our downtown improvements and other activities! We'd like to see downtown Sherman a very viable location before and after 5pm!!

Please let me know if you have any questions!

Jenel McGrath, DSP&R Program Cmte Chair

Jenel McGrath

Jenel McGrath, REALTORS®
903-815-1172
jenel@jmrtx.com

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Engineering Department

Wall Street from Travis to Montgomery
and
Walnut Street from Pecan to Houston

N

0 50 100
Feet

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. D.3

**** OTHER BUSINESS***

Consider Request of the Sherman Independent School District and the Sherman High School Student Council to Temporarily Close Certain Streets for the 2012 Sherman High School Homecoming Parade on Monday, October 15, 2012

Issue

The Sherman Independent School District (SISD) and the Sherman High School Student Council have submitted a request to close certain streets in the downtown area for the 2012 Sherman High School Homecoming Parade, taking place at 6:30 p.m. on Monday, October 15, 2012.

Background

The SISD and Sherman High School Student Council are co-sponsoring the 2012 Sherman High School Homecoming Parade on Monday, October 15th. The parade will assemble at 5:30 p.m. and will be over no later than 7:30 p.m.; and it will follow the route described in their request and outlined on the attached map. The event will require traffic control assistance and barricades from the City of Sherman.

Origination

Dr. Al Hambrick, Ed.D., SISD Superintendent

Financial Consideration

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

Staff Recommendation

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

Alternatives

As directed by the Council

Attachments

Dr. Hambrick's written request of September 20, 2012
Map of proposed route

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager

P.O. BOX 1176 SHERMAN, TEXAS 75091-1176
SHERMAN INDEPENDENT SCHOOL DISTRICT SISD
PHONE# (903)891-6400 FAX# (903)891-6407

September 20, 2012

VIA FACSIMILE & U.S. MAIL
903-957-3260
Mr. George Olson
Sherman City Manager
220 West Mulberry Street
Sherman, TX 75090

Dear Mr. Olson:

Sherman High School Student Council and SISD are requesting to schedule the annual Sherman High School Homecoming Parade for Monday, October 15, 2012 at 6:30 p.m.

We would like to use the following route for the annual parade: East on Mulberry to Travis, South on Travis to Houston, West on Houston to Crockett, North on Crockett to Pecan, West on Pecan to Rusk.

Student Council also requests to use the block of Rusk between Pecan and Washington to assemble the parade. They will assemble at 5:30 p.m. and will have the area cleared by 7:30 p.m.

If you have any questions or need anything additional, please contact my secretary, Debbie Smith at 903-891-6400, extension 2002.

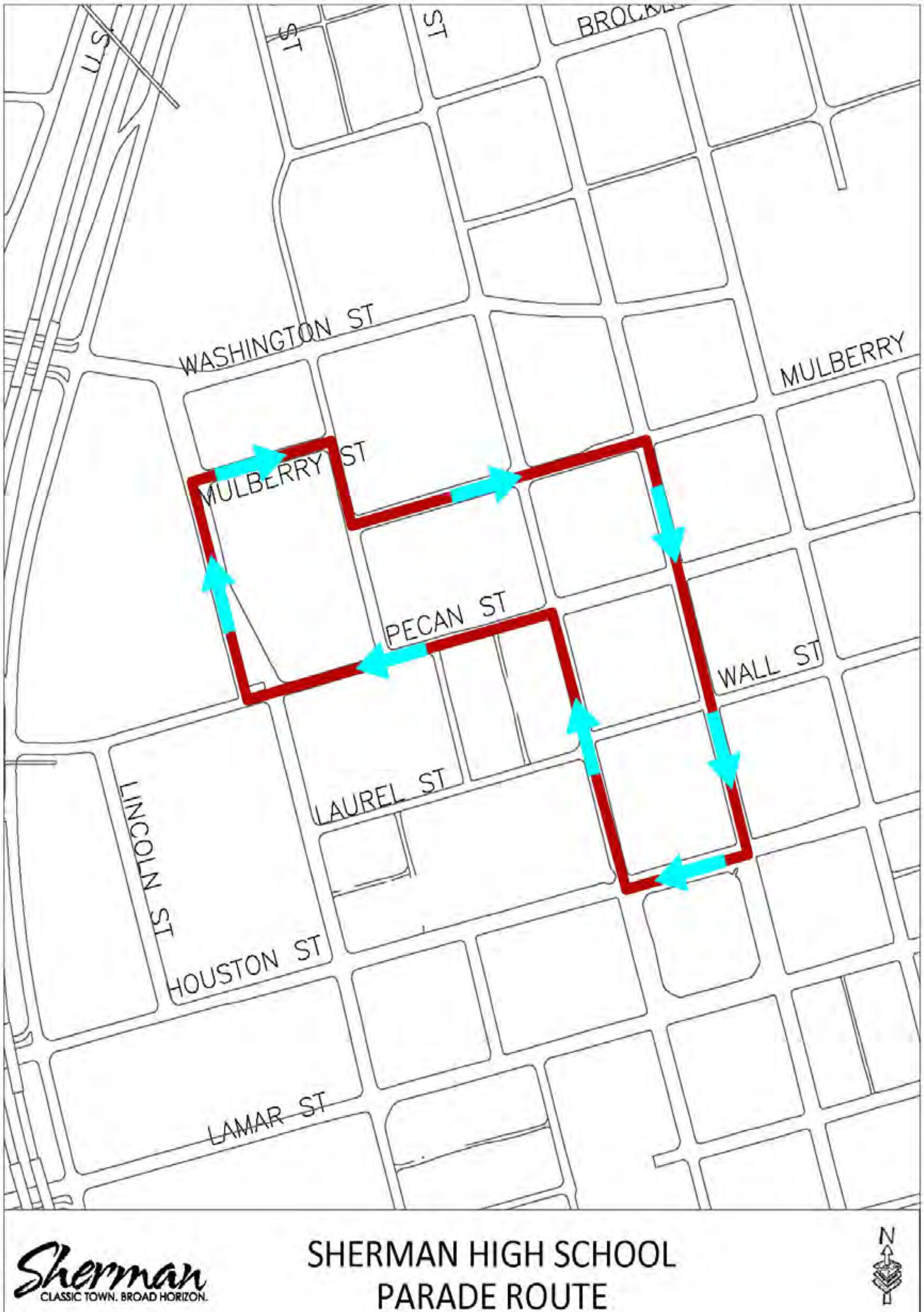
Sincerely,

Al Hambrick

Al Hambrick, Ed.D.
Superintendent of Schools

dhs

Copy: Verna Sharer, Student Council Sponsor
Peggy VanMarter, Principal, SHS



Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN HIGH SCHOOL
PARADE ROUTE

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. D.4

OTHER BUSINESS
Receive Presentation from Parks and Community Service Director Kevin Winkler on Parks and Recreation Services

Issue
Presentation about the City of Sherman's Parks and Recreation Services Department.

Background
In order to provide the City Council with information and updates about City departments and activities, brief presentations will be given periodically to enhance this knowledge base. This particular presentation focuses on Parks and Recreation Services.

Origination
City Manager

Financial Consideration
There is no cost associated with this presentation.

Council Action Requested
The Council need take no action on this presentation – for information purposes only.

Alternatives
None

Attachments
None

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manager

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. D.5

OTHER BUSINESS
Receive Update from Mayor Bill Magers on the City's Participation in the Transportation Excellence for the 21st Century (TEX-21) U.S. 75/69 Corridor Task Force and Consider Renewal of Membership in TEX-21 for Fiscal Year 2012-2013

Issue
Renewal of City's membership in TEX-21 and participation in the TEX-21 U.S. 75/69 Corridor Task Force

Background
At the September 19, 2011 meeting, the City Council approved the City's one-year membership in TEX-21 and designated the Mayor as the City's representative on the TEX-21 U.S. 75/69 Corridor Task Force. An invoice has been received for the renewal of our membership for FY 2012-2013. The Mayor will brief the Council on his participation on the Task Force.

Origination
Mayor Bill Magers

Financial Consideration
The renewal membership dues for FY 2012-2013 of $4,250.00 are allocated in the budget.

Council Action Requested
Approve the City's continued participation in this program and the payment of the membership fees for FY 2012-2013.

Attachments
Summary of TEX-21 Quarterly Meeting in Austin September 14, 2012
TEX-21 Correspondence of September 14, 2012
FYE 2013 TEX-21 Membership Dues Statement dated September 10, 2012

Prepared and Approved by:
George Olson, City Manager

TEX-21 Quarterly Meetings in Austin
TxDOT / Leg. Caucus Staff Workgroup Luncheon
U.S. 75/69 Corridor Task Force Activity & Membership Update
Friday, September 14, 2012

Previous Meetings and Activities:

Over the past 12 months, the TEX-21 U.S. 75/69 Corridor Task Force has held two meetings in the State of Texas, one in City of Sherman and the other in the City of Allen. Along with our Quarterly Meetings with TxDOT, we have also held numerous meetings with the executive staff of the Oklahoma Department of Transportation (ODOT) and members of Congress and the Federal Administration in Washington.

These meetings boasted a combined attendance of over 125 individuals from along the 300-mile trade corridor and organized the participation of stakeholders from nearly 30 cities and counties, numerous public agencies, private businesses and state and federal officials.

Membership Update:

During the past eight (8) months, the U.S. 75/69 Corridor Task Force has grown into a thriving partnership and our membership now includes:

City of Dallas
City of Garland
City of Richardson
City of Allen
City of McKinney
City of Anna
City of Sherman
City of Denison
City of Durant, OK
City of Atoka, OK
Dallas County

Collin County
Grayson County

Update on Federal Priorities and State Activity:

TEX-21's Federal priorities include the following:

- For U.S. 75/69, from the terminus of IH-45 south of Downtown Dallas to the intersection of U.S. 75/69 and IH-44 in Big Cabin, Oklahoma, **designated as a High Priority Corridor on the National Highway System**

- For U.S. 75/69, from the terminus of IH-45 south of Downtown Dallas to the intersection of US 75/69 and IH-44 in Big Cabin, Oklahoma, **designated as an Interstate Highway or Future Interstate Highway**

TEX-21 is continuing to work with Congressional members in a focused and sustained effort to educate and advocate for the trade corridor, and for measures to be included in the next bill that will greatly enhance the corridor and elevate its multi-state and national prominence.

Also, TEX-21 continues its focused efforts regarding partnership along U.S. 75/69 in Southeastern and Eastern Oklahoma and has had very positive discussions with Transportation Secretary Gary Ridley of the Oklahoma Department of Transportation regarding the importance of U.S. 75/69 for the multi-state region.

The task force also plans to hold its next corridor meeting in Southeastern Oklahoma later this Fall and will be sending out meeting details soon.

TEX-21
Transportation EXcellence for the 21st Century

TRANSPORTATION EXCELLENCE FOR THE 21ST CENTURY

2012 TEX-21 OFFICERS

TIM WELCH, CHAIR
North Richland Hills Councilmember

PATRICK HAYS, SECRETARY
North Little Rock, AR Mayor

ROSE CANNADAY, TREASURER
Irving Councilmember

JOHN ADDINGTON, VICE CHAIR
Bowie County Commissioner

JOHN COOK, VICE CHAIR
El Paso Mayor

September 14, 2012

The Honorable Bill Magers
Mayor
City of Sherman
220 West Mulberry
Sherman, TX 75090

Dear Mayor Magers:

The Executive Committee of Transportation EXcellence for the 21st Century (TEX-21) wants to thank you for your continued support and participation in our shared mission to bring about the best multi-modal transportation policies at the federal and state levels through a concentrated effort to affect policy for the benefit of TEX-21's members and the states of Arkansas, Oklahoma, and Texas. We appreciate your committed efforts and dedication of important resources to enhancing statewide transportation in our states by engaging in this truly grassroots effort.

Since its creation in 2002, TEX-21 has continued to grow its reach and influence through additional members joining in the effort along with our constantly growing TEX-21 Congressional and Legislative Caucuses. The many legislators making up the membership of these caucuses have been an invaluable resource to TEX-21 as we pursue a list of high-priority policy changes that they can, and do, have a direct effect upon. This past year has been extremely successful for TEX-21 as we saw the implementation of three Corridor Task Forces, which were created the previous year, come about through a renewed focus on linear transportation planning. The Interstate 30, US Highway 75/69, and US Highway 287 Corridor Task Forces have taken off and created a reinvigorated approach to transportation issues along these Corridors and across Arkansas, Oklahoma, and Texas.

Each of the Corridor Task Forces has been in their own respective ways remarkably successful as the membership along the corridors, have sought to uplift them. Just within the first six months of FYE 2012, members of TEX-21 have briefed every member of Congress along all three corridors, talked with numerous State Representatives and Senators, and had high-level meetings with Texas and Arkansas Departments of Transportation.

The Corridor Task Forces are attempting to increase their visibility on a national level by having each of the three corridors designated a Congressionally Designated High Priority Corridor by the United States Congress as well as various programs within the State of Texas. The Corridor Task Forces have been successfully mobilizing interested parties along the corridors by creating a unique identity through strategic partnerships at the grassroots level. Each of the three corridors passed resolutions to create Transportation and Commerce Asset Inventories for each corridor to be used to leverage support and prominence at the Federal and State levels.

We look forward to continuing to build upon our accomplishments into FYE 2013 as we promote the positive progress of TEX-21. We encourage you to sustain this success by renewing your commitment to TEX-21 during your FYE 2012 budget process. While the economy continues to recover, the Executive Committee made the decision to keep the fifteen percent reduction of membership dues for FYE 2013 as well as continue to use 2000 population census levels for membership fee structure.

Please find below an outline of select accomplishments of TEX-21 so far during FYE 2012.

CONGRESSIONAL AND LEGISLATIVE CAUCUSES

1) TEX-21 has remained in regular communication and facilitated meetings with its Congressional Caucus, **retaining each member from the previous year** and gaining the three newly-elected members as well, returning the TEX-21 Congressional Caucus to 100% participation from the Texas Congressional Delegation as well as gaining support from Arkansas and Oklahoma Congressional delegation.

2) Throughout the fiscal year, members of TEX-21 briefed numerous members of Congress, the State Legislature of Texas, and the Arkansas General Assembly on the Legislative Agenda of TEX-21 and the need for a continued focus on a myriad of transportation issues facing our growing population.
   - TEX-21's last trip to Washington, D.C. (March 6, 2012) was most productive in that ten members of Congress were briefed on various issues important to TEX-21 members—including the Corridor Task Forces—as well as the Administrator of the Federal Highway Administration (FHWA) Victor Mendez.
   - TEX-21 members also interacted with over two dozen members of Congress, high-level Federal Administrators, and prominent transportation industry leaders at the 5th Annual Transportation and Infrastructure Convention in Washington, D.C., March 7-9, 2012
   - TEX-21 also began the process of creating a subset of the Congressional Caucuses for each of the three Corridor Task Forces.

QUARTERLY MEETINGS WITH STATE DOT LEADERSHIP

In its ongoing efforts to monitor and impact the development and implementation of state and federal policies relating to the improvement of the entire transportation network, and to appropriately represent and promote the legislative priorities of TEX-21, briefings were also conducted with the executive leadership teams of the Texas Department of Transportation (TxDOT) and the Arkansas State Highway and Transportation Department (AHTD).

Throughout the rest of this fiscal year (as well as FYE 2013), these meetings will continue to be held for our members benefit and to dialogue with each department, respectively. At each Corridor meeting and Regional TEX-21 meeting, membership is briefed by key leadership of the respective state's transportation officials.

INTERNATIONAL MISSION: TEX-21 DELEGATION MEETING AT THE PANAMA CANAL

As part of TEX-21's continuing efforts to stay up to date on key changes on the horizon for transportation and how it will affect all communities, TEX-21 accepted an invitation from the leadership of the Panama Canal to come see the massive expansion underway which is scheduled to conclude in 2014. On December 6, 2010, members of TEX-21 were given an exclusive hardhat tour of the construction sights and a first-hand overview at one of the locks from the Director in charge of the entire project. The Administrator of the Canal, Alberto Aleman Zubieta, and his leadership team provided a full overview of the project and various security aspects as well. The Panamanian Vice Minister of Foreign Trade addressed the delegation along with two of Panama's foreign Ambassadors to the US who currently preside over the US-Panama Business Council and the Director of Operations in Latin America for Maersk Line. TEX-21 members returned to Panama in September 7-9, 2011, and have been invited, once again, by His Excellence Mario Jaramillo, Panamanian Ambassador to the United States, to return in the Fall of 2012.

SCOPE OF SERVICES

1. Contract for FYE 2013 includes provisions that will allow member participation from cities and counties in Arkansas and Oklahoma.

2. Prepare a status summary of the Comprehensive Development Agreements (CDAs) within the State of Texas as well as the existing and possible locations of all Transit Oriented Developments within the State of Texas.

3. Lead an international trade mission to Panama to explore and learn about the Panama Canal Expansion in order to facilitate a Panama Canal Awareness program, to the member, public, and Legislature.

4. Prepare a summary report of innovative financing mechanisms to assist members in understanding project financing options available.

5. TEX-21's website is also going to be re-launched with a new design and format, containing monthly newsletters, member features, a blog, and archives of initiatives, relevant and timely articles.

6. The Executive Committee has unanimously agreed to retain Dean International, Inc. as TEX-21's public policy consultants.

7. The Executive Committee has unanimously decided to maintain a 15% discount for membership dues across the board for cities and counties in FYE 2013.

8. The Executive Committee has also unanimously decided to base the annual membership dues for its members on the 2000 Census population results for FYE 2013.

EARLY FYE 2013 DUES PAYMENT

Many members annually prepay their next fiscal year's dues with surplus funds from the current fiscal cycle. If this is of interest to you please let us know and we can help facilitate this payment, otherwise FYE 2013 dues are payable on October 1, 2012.

Thank you again for your efforts in promoting the best possible multimodal transportation system throughout the States of Arkansas, Oklahoma, and Texas. Your role in this endeavor is critical, as transportation continues to be one of the key foundations to economic recovery, prosperity, and competitiveness. As members of TEX-21, your voice will continue to carry more weight in the State Capitol and in Washington DC as it is combined with the efforts of all the other members seeking the best possible transportation policies for years to come. If you have any questions, or if there is any way that TEX-21 can be of additional assistance to you, please contact **Russell Schaffner or Ross Turner with Dean International, Inc.** at **214.750.0123** or via email at **rschaffner@dean.net or rturner@dean.net.**

Best Regards,

Timothy J Welch

Tim Welch
Chair, TEX-21
Councilmember,
City of North Richland Hills

Patrick Hays
Secretary, TEX-21
Mayor,
N. Little Rock, AR

Rose Cannaday

Rose Cannaday
Treasurer, TEX-21
Councilmember,
City of Irving

John Addington

John Addington
Vice-Chair, TEX-21
Commissioner,
Bowie County

John Cook

John Cook
Vice-Chair, TEX-21
Mayor,
City of El Paso

TEX-21
Transportation EXcellence for the 21st Century

TRANSPORTATION EXCELLENCE FOR THE 21^ST^ CENTURY

BETTER MOBILITY THROUGH BETTER POLICY

September 10, 2012

The Honorable Bill Magers
Mayor
City of Sherman
220 West Mulberry
Sherman, TX 75090

RE: FYE 2013 TEX-21 MEMBERSHIP DUES STATEMENT

Date	Population	Annual Dues	Membership
Upon Receipt	25,000 – 49,999	$4,250.00	Annual Membership Dues for FYE 2013 (October 1, 2012 – September 30, 2013)

2013 Annual Membership Fees: **$4,250.00**

Please Remit to: **TEX-21**
Attn: Nan Wheat, Business Manager
8080 Park Lane, Suite 600
Dallas, Texas 75231

Payable Upon Receipt

TEX-21
Transportation EXcellence
for the 21st Century

TRANSPORTATION EXCELLENCE FOR THE 21ST CENTURY
BETTER MOBILITY THROUGH BETTER POLICY

US Highway 75 Corridor Task Force

VISION, GOALS & OBJECTIVES

VISION

The TEX-21 US 75 Corridor Task Force will bring together key stakeholders along the entire US 75 Corridor in Texas and into Oklahoma tasked with the creation of a renewed focus on reinvigorating and greatly enhancing the commerce of transportation along one of the most vibrant and fastest-growing transportation Corridors in the country. Through the results-driven, focused collaboration made possible by the leadership and expertise of TEX-21, the full potential of this Corridor can be realized.

GOALS

The members of the TEX-21 US 75 Corridor Task Force will pursue policies and infrastructure improvements along the Corridor that will better enable the safe, fast, and efficient movement of goods to and along the Corridor, thereby enhancing ongoing efforts to attract and retain world-class corporate residents to this growing region. By fostering and encouraging an informed and energized effort at the federal and state levels focused on the importance and potential of the US 75 Corridor, the Corridor will be positioned to better provide for the mobility needs of the region's corporate and residential citizens.

OBJECTIVES

The TEX-21 US 75 Corridor Task Force will seek to raise the status of US Highway 75 to a Congressionally Designated High Priority Corridor, and eventually seek to include it as part of the US Interstate Highway system, thereby qualifying it through both of these goals for the additional funds and improvements of which it is clearly deserving.

DEAN INTERNATIONAL, INC.
PUBLIC POLICY CONSULTANTS
8080 PARK LANE, SUITE 600 • DALLAS, TEXAS 75231
Phone (214) 750-0123 • Fax (214) 750-0124

Congressional High Priority Corridors

on the National Highway System

Note:

** Corridor numbers correspond to statutory listing in Section 1105(c) of ISTEA, as amended.
** Colors are added for clarity only.
** Dash black lines indicate relatively long sections of corridor overlap.
** Corridors based on information available as of September 7, 2006.
** In some corridors, alignments are in project development stage.

Federal Highway Administration
Office of Interstate and Border Planning
May 8, 2008

18. Corridor from Sarnia, Ontario, Canada, through Port Huron, Michigan, southwesterly along Interstate Route 69 through Indianapolis, Indiana, through Evansville, Indiana, Memphis, Tennessee, Mississippi, Arkansas, Shreveport / Bossier Louisiana, to Houston, Texas, and to the Lower Rio Grande Valley at the border between the United States and Mexico, as follows: [I-69]
   a. In the Lower Rio Grande Valley, the Corridor shall-
      i. include United States Route 77 from the Rio Grande River to Interstate Route 37 at Corpus Christi, Texas, and then to Victoria, Texas, via United States Route 77; [I-69 East]
      ii. include United States Route 281 from the Rio Grande River to Interstate Route 37 and then to Victoria, Texas, via United States Route 59; [I-69 Central] and
      iii. include the Corpus Christi North-side Highway and Rail Corridor from the existing intersection of United States Route 77 and Interstate Route 37 to United States Route 181, including FM511 from United States Route 77 to the Port of Brownsville.

20. United States Route 59 Corridor from Laredo, Texas, through Houston, Texas, to the vicinity of Texarkana, Texas. [I-69]

23. The Interstate Route 35 Corridor from Laredo, Texas, through Oklahoma City, Oklahoma, to Wichita, Kansas, to Kansas City, Kansas/ Missouri, to Des Moines, Iowa, to Minneapolis, Minnesota, to Duluth, Minnesota, including I-29 between Kansas City and the Canadian border and the connection from Wichita, Kansas, to Sioux City, Iowa, which includes I-135 from Wichita, Kansas to Salina, Kansas, United States Route 81 from Salina, Kansas, to Norfolk, Nebraska, Nebraska State Route 35 from Norfolk, Nebraska, to South Sioux City, Nebraska, and the connection to I-29 in Sioux City, Iowa.

27. The Camino Real Corridor from El Paso, Texas, to Denver, Colorado, as follows:

   A. In the State of Texas, the Camino Real Corridor shall generally follow--
      i. arterials from the international ports of entry to I-10 in El Paso County; and
      ii. I-10 from El Paso County to the New Mexico border.
   B. In the State of New Mexico, the Camino Real Corridor shall generally follow--
      i. I-10 from the Texas Border to Las Cruces; and
      ii. I-25 from Las Cruces to the Colorado Border.

38. The Ports-Plains Corridor from Laredo, Texas, via I-27 to Denver Colorado, shall include:

   i. In the State of Texas the Ports-to-Plains Corridor shall generally follow United States Route 287 from Dumas to the border between the States of Texas and Oklahoma, and also United States Route 87 from Dumas to the border between the States of Texas and New Mexico.
   ii. In the State of Oklahoma, the Ports-to-Plains Corridor shall generally follow United States Route 287 from the border between the States of Texas and Oklahoma to the border between the States of Oklahoma and Colorado.

51. The SPIRIT Corridor on United States Route 54 from El Paso, Texas, through New Mexico, Texas, and Oklahoma to Wichita, Kansas.

55. In Texas, Interstate Route 20 from Interstate Route 35E in Dallas County, east to the intersection of Interstate Route 635, north to the intersection of Interstate Route 30, northeast through Texarkana to Little Rock, Arkansas, Inter-state Route 40 northeast from Little Rock east to the proposed Interstate Route 69 corridor.

56. In the State of Texas, the La Entrada al Pacifico Corridor consisting of the following highways and any portion of a highway in a corridor on 2 miles of either side of the center line of the highway:
   a. State Route 349 from Lamesa to the point on that highway that is closest to 32 degrees, 7 minutes, north latitude, by 102 degrees, 6 minutes, west longitude.
   b. The segment or any roadway extending from the point described by subparagraph (A) to the point on Farm-to-Market Road 1788 closest to 32 degrees, 0 minutes, north latitude, by 102 degrees, 16 minutes, west longitude.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. D.6

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. D.7

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. D.8

TABLED AT THE SEPTEMBER 17, 2012 CITY COUNCIL MEETING:
APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
(a) Parks and Recreation Advisory Board (2)

Issue

This item was tabled at the September 17, 2012 meeting of the City Council. A motion and order are required to remove the item from the table and permit its consideration. Currently there are two vacancies on the Parks and Recreation Advisory Board. We have received applications from Rhonda McCollum, Jencie Bolin, Texas Ruegg, and Tracey Brown.

Background

The Parks and Recreation Advisory Board advises the City Council on long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

Origination

The appointments originated with the City Clerk's Office.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is recommended that the City Council consider appointments to the Parks and Recreation Advisory Board.

Alternatives

The alternative is to delay appointments to the Board.

Attachments

A membership roster, fact sheet, applicant list, and applications are attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD

LENGTH OF TERMS: TWO YEARS
Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Jason Howard	3	A 5/17/2011	5/17/2013	1	
Vacant					
Lauren Alexis Bolin	1	A 5/17/2011	5/17/2013		
Michael Gillum	2	A 10/4/2011	10/4/2013	1	
Vacant					
John Murphy	1	A 10/6/2009 R 10/6/2011	10/6/2011 10/6/2013	1 2	
Trent Bass	1	U 3/17/2009 R 11/8/2009 R 11/8/2011	11/8/2009 11/8/2011 11/8/2013	0 1 2	

NOTE:

Chair: Trent Bass Term: October 2009
Vice Chair:

CITY STAFF: Kevin Winkler, Parks and Recreation Administrator
Revised 2/3/2012

FACT SHEET

PARKS AND RECREATION BOARD

Established by ORDINANCE 3181 – MARCH 28, 1977

1. Number of Members: SEVEN (7)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE (3) TERMS – ORDINANCE 4112 (7/24/89)
4. Qualifications for Membership: INTEREST IN PROGRAMS AND ACTIVITIES CONDUCTED BY PARKS AND RECREATION DEPARTMENT. A STUDENT OF SHERMAN HIGH SCHOOL DESIGNATED BY STUDENT COUNCIL, AND THE DIRECTOR OF PARKS AND RECREATION SHALL BE EX-OFFICIO,NON-VOTING MEMBERS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

   CHAIRPERSON __E__ VICE CHAIRPERSON ____ SECRETARY __A____

   ELECTED ____ APPOINTED ____
7. Departmental Responsibility: PARKS AND RECREATION DEPARTMENT
8. Meeting Date: FIRST WEDNESDAY OF EACH MONTH
9. Attendance Requirements: WILL FORFEIT SEAT BY MISSING 3 CONSECUTIVE MEETING WITHOUT GOOD CAUSE

===

PURPOSE:
To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

RESPONSIBILITIES:
Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.

APPLICANT LIST

Parks and Recreation Advisory Board **Positions Vacant 2**

Applicant	Address	District	Qualifications
Rhonda McCollum	1806 N. Binkley	1	Grayson County Human Resources Assistant
Jencie Bolin	2608 Silverado Trail	1	FIS Sr. Technical Writer/Editor
Texas Rüegg	2613 Shenandoah Circle	4	Austin College Registrar & Director of IR
Tracey Brown	3608 W. Houston	4	United Healthcare Provider Installation Specialist

COMMENTS:

RECEIVED
SEP 2012
In the
CITY CLERK'S
OFFICE

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

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

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7208

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

Name of Board or Commission: Parks + Recreation Board

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

Personal Information	Occupational Information
Home Address: 1806 N. Binkley St.	Business Name: Grayson County
Mailing Address: 1806 N. Binkley St.	Occupation: H. R. Asst.
Telephone: 903-271-6228 Fax:	Address: 100 W. Houston - Ste 6-2
E-Mail: rhondamc13@verizon.net	Telephone: 903-813-4264 Fax: 903-870-4084
Sherman Resident for 26 years County: Grayson	E-Mail: mccollumr@co.grayson.tx.us
Drivers License No.: 09025425	
*Voter Registration No.: 1024989393 ✓	

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

Prior work experience: *(please include dates)*
Human Resources - 26 years

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School?
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Grayson County Community College - Associates ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
March of Dimes
School Activities

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

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

Taxes - No

Application held for 12 months from date received

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

If so, which one? ______________________

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I am very active utilizing the park walking and Jazzercise at the Park + Rec. facility. I want to help make the parks better for other citizens in the community.

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

1) Security including lighting in the various parks.

2) more active choices for children.

3) Bike Rallies in addition to 5K-10K Runs in the City.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
I currently participate in an activity that utilizes the Parks + Recreation Building.

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

N/A

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

Comments: ______________________

Statement of Intent

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

**I affirm that I am qualified to vote.*

Signature: Rhonda McCollum *Date:* 9-6-12

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

RECEIVED SEP 2012 In the CITY CLERK'S OFFICE

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

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

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

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

Name of Board or Commission: Parks & Recreation Board

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

Personal Information	Occupational Information
Home Address: 2608 Silverado Trail	Business Name: FIS
Mailing Address:	Occupation: Sr. Technical Writer / Editor
Telephone: 903-819-3724 Fax:	Address: 2608 Silverado Tr. Sherman, Tx
E-Mail: jencie.bolin@gmail.com	Telephone: 972-512-6389 Fax:
Sherman Resident for 52 years County: Grayson	E-Mail: jencie.bolin@fisglobal.com
Drivers License No.: 08557874	
*Voter Registration No.: 1025045640 ✓	

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

Prior work experience: *(please include dates)* Technical and communication writing for over 25 years for such companies as ClubCorp (Dallas), Texas Instruments (Sherman and Dallas), MEMC, Johnson & Johnson, USData, Diamon Controls (Allen), DSC Communications (Plano), and TMC

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1978
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Southeastern Oklahoma State ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)* Crisis Center. Writing articles and information for people in the community. Ex. Crisis Center, doctors, ~~etc~~

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

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

Taxes - No

Application held for 12 months from date received

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

If so, which one? ____________________

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I have lived in Sherman my whole life. I love it here and I thought it was time that I gave back to the community. I also love to walk and live very close to a City park.

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

1) Parks are safe - equipment and trails are safe and well-lit at night.

2) Find ways to encourage the community to utilize the parks more. Hold events and advertise. Make the parks more attractive to people driving by.

3) Maybe have more city functions such as art shows with registration fees to raise money for the parks.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
I could definitely help with any communication: flyers, advertising. I love walking and taking my children to the parks.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
I cannot think of any.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: My daughter, Lauren Roth is a member of the board and enjoys it.

Statement of Intent

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

**I affirm that I am qualified to vote.*

Signature: [illegible] *Date:* 9-7-2012

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

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

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Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

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

Name of Board or Commission: Sherman Parks and Recreation Advisory Board

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

Personal Information	Occupational Information
Home Address: 2613 Shenandoah Cir	Business Name: Austin College
Mailing Address: Sherman, TX 75092	Occupation: Registrar & Dir of IR
Telephone: 903-387-0607 Fax:	Address: 900 North Grand Ave
E-Mail: truegg@austincollege.edu	Telephone: 903-813-2371 Fax: 903-813-2378
Sherman Resident for 2 years County:	E-Mail: truegg@austincollege.edu
Drivers License No.: 25400516	
*Voter Registration No.: 105972 ✓	

Which Council District do you live in? *(see attached map)* (Did not find attachment) 4 ✓

Prior work experience: *(please include dates)*
Austin College - Registrar & Dir of Institutional Research
LeTourneau University - Registrar & Adjunct Business Professor

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1994
Business College, Correspondence School, Adult Education, Other?
Name of College/University: LeTourneau University ☐ Bachelor's ☒ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Member of Local Eagle Scout review boards.
Lead beginner bike ride from Austin College every Wednesday

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

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

Taxes - No

Application held for 12 months from date received

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

If so, which one? ______

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I serve on the wellness committee at AC and am an advocate for health and wellness in the community. I am the president of the Texoma Cycling Club and have taught classes on health and nutrition in this area.

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

1) I do not know enough about the boards recent activities to offer an opinion at this time.

2) ______

3) ______

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Cycling (cat 4 road and cat 4 track racer), running, swimming, nutrition heartrate training, Eagle Scout.

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

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

Statement of Intent

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

**I affirm that I am qualified to vote.*

Signature: ______ *Date:* 9/20/12

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

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
2012
CITY CLERK'S OFFICE

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

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7208

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

Name of Board or Commission: Parks & Recreation Board

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

Personal Information	Occupational Information
Home Address: 3608 W. Houston St.	Business Name: United Healthcare
Mailing Address: same as above	Occupation: Provider Installation Spec.
Telephone: 903-271-0661 Fax:	Address: 1311 W. President George Bush Hwy Ste 100, Richardson, TX
E-Mail: browntraceylb@gmail.com	Telephone: Fax:
Sherman Resident for 32 years County: Grayson	E-Mail:
Drivers License No.: 17431657	* works from home
*Voter Registration No.: 1025422619 ✓	

Which Council District do you live in? *(see attached map)* District 4 ✓

Prior work experience: *(please include dates)*
Hospice Plus - marketing - March 2012 to June 2012
Traditions Senior Living - marketing - September 2010 to January 2012
Northwest Evaluation Association - education svcs - August 2008 to August 2010

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? Graduated 1998
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Southeastern Oklahoma State University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Faith Church of Sherman - Marketing and Advertising - August 2007 to present
The Rehabilitation Center - Board Member & Marketing Coordinator - Jan 08 to May 11
American Cancer Society Relay For Life - Committe Chair - January 2009 to June 2010

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

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

Taxes - No

Application held for 12 months from date received

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

If so, which one?

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
As a new mother I want to see my kids and their friends grow up playing in their local parks as I did when I was a child. I want to help promote and beautify our city parks.

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

1) please see attached

2) please see attached

3) please see attached

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Marketing and Advertising Design
Word, Excel, Powerpoint, Publisher, Adobe Photoshop

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
None

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

Statement of Intent

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

**I affirm that I am qualified to vote.*

Signature: Mary Brown *Date:* 9/7/12

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

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

1. Beautification of the Parks - I believe that even though all parks are mowed on a regular routine basis, that all hedges and trees should be trimmed and maintained at least twice per year as well as more planting of flowers/trees/shrubs, if money allows. With money possibly being tight, the City could initiate an 'Adopt A Park' program much like the 'Adopt a School' works where local businesses or churches are solicited to adopt a park and donate money for its beautification. This will alleviate the City having to provide monies for this.

2. Promote and Advertise - Initiate a program to promote/advertise the use of the park for various functions by the public. In years past, many families have held birthday parties, family reunions and cookouts in the parks. The City could organize a function at a different park each month for the youth in those neighborhoods - "Fun in the Park Day" - maybe 2-4 hours on the weekend to help promote that particular park by having games for the youth to play. The program could also host free clinics for area youth to attend – for example choose a park with a basketball court, tennis court or baseball fields and have the junior high or high school coaches come to help host the clinic. I feel that the City needs to better promote the parks in the City as there are many citizens who cannot tell you how many parks are available within the City.

3. Step Up To Health – Our parks are not just a place of leisure for families and youth to have fun but they also provide them with a place to be physically active. I would like to see a program initiated that promotes active and healthy lifestyles for all city residents. The program could target local gyms and encourage them to hold classes at the nearest park by utilizing the walking trails or even a field to hold a boot camp. The City could also hold special events for individuals and families to participate in such as 5K run/walk as well as walkathons. I would love to see more fitness options around our parks such as dog parks as well more walking and biking trails. This program could even tie into the 'Adopt A Park' program.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. D.9

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. D.10

ADJOURNMENT

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 10-1-2012

Subject: Agenda Item No. N/A

COUNCIL CALENDAR
2012
CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	**16**	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	**6**	7	8	9	10	11
12	13	14	15	16	17	18
19	**20**	21	22	23	24	25
26	27	28	29			

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	**5**	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	20	21	22	23	24
25	26	27	28	29	30	31

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	**16**	17	18	19	**20**	21
22	23	24	25	26	27	28
29	30					

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	**7**	8	9	10	11	12
13	14	15	16	17	18	19
20	**21**	22	23	24	25	26
27	28	29	30	31		

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	**4**	5	6	7	8	9
10	11	12	13	14	15	16
17	**18**	19	20	**21**	**22**	23
24	**25**	26	27	28	29	30

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	**16**	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	**6**	7	8	9	10	11
12	13	14	15	16	17	18
19	**20**	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	**3**	**4**	5	6	7	8
9	10	11	12	13	14	15
16	**17**	18	19	20	**21**	22
23	24	25	26	27	28	29
30						

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	**15**	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	**5**	**6**	7	8	9	10
11	12	13	**14**	15	16	17
18	**19**	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	**3**	4	5	6	7	8
9	10	11	12	13	14	15
16	**17**	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

01/02/12 - January 2nd Council meeting cancelled
01/16/12 - M.L.K., Jr. Birthday / Regular Council Meeting
02/20/12 - Washington's Birthday / Regular Council Meeting
04/02/12 - April 2nd Council meeting cancelled
04/20/12 - 12 Noon Budget Planning Meeting in Council Chambers
06/21-22/12 - Budget Workshop in Council Chambers
(06/22/12 Budget Workshop date unnecessary)
06/25/12 - 12 Noon Called Meeting for Annexation Ordinance
(71.671 acres on Washington Street)
07/02/12 - July 2nd Council meeting cancelled

09/03/12 - Labor Day / Called Council Meeting on 09/04/12
09/21/12 - 12 Noon Called Joint Meeting with SEDCO Board
11/06/12 - City Council Election
11/14/12 - 12 Noon Called Meeting to Canvass Election Results