

**CITY OF SHERMAN  
CITY COUNCIL CALLED MEETING AGENDA  
COUNCIL CHAMBERS OF THE CITY HALL  
220 WEST MULBERRY STREET  
SHERMAN, TEXAS  
TUESDAY, SEPTEMBER 8, 2015  
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY DEPUTY MAYOR DAVID PLYLER**
- A. 3. INVOCATION BY DEPUTY MAYOR DAVID PLYLER**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETINGS OF JUNE 15, 2015 AND AUGUST 17, 2015**

**Proclamations**

- B. 1. PROCLAMATION**  
"Lucy Kidd-Key Month" – September 2015
- B. 2. PROCLAMATION**  
"Recovery Awareness Month" – September 2015

**Public Hearing**

- C. 1. PUBLIC HEARING**  
Capital Improvement Program 2015-2020
- C. 2. SECOND PUBLIC HEARING OF ORDINANCE NO. 5891**  
Providing for the Levy of Ad Valorem Taxes for the City of Sherman, Texas, for the Tax Year 2015; Distributing the Same Among the Various Funds; Providing for a Penalty and Interest for Failure to Pay the Taxes Levied within the Time Provided by Law

- C. 3.      INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5898**  
Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", at Article 13.06, entitled "Solid Waste", at Sections 13.06.005, 13.06.086, 13.06.087, and 13.06.088 to Increase Certain Solid Waste Fees
- C. 4.      INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5900**  
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automotive Repair, Tire Sales, Service and Installation and Automobile Sales and Rentals in a C-2 (General Commercial) District at 5504 Texoma Parkway, being 5.25 acres in the D.C. Shelp Survey, Abstract No. 1097 (Tareq Hama Investment LLC, Owner; Robby Mossop and SaRina Paape, Applicants); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- C. 5.      INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5899**  
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 Department

#### **Close Public Hearing and Consider Adoption of Ordinances**

- C. 6.      ADOPTION OF ORDINANCES**  
Consider Adoption of Ordinance Numbers: 5898, 5900 and 5899
- C. 7.      CONSENT AGENDA**  
Asterisked (\*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

#### **Resolutions**

- D. 1.      RESOLUTION NO. 6004**  
Revoking and Replacing Resolution No. 5962; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Police Officers; Providing for an Effective Date
- D. 2.      RESOLUTION NO. 6005**  
Naming the Municipal Park Surrounding the Sherman Municipal Building/Kidd-Key Auditorium as "Lucy Kidd-Key Park"

- D. 3.      RESOLUTION NO. 6003**  
Approving and Adopting a Five-Year Capital Improvement Program for the City of Sherman, Texas
- D. 4.      RESOLUTION NO. 6006**  
Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for the Design of the City of Sherman Biosolids Dewatering Facilities
- D. 5.      RESOLUTION NO. 6007**  
Approving the Greater Texoma Utility Authority's Intention to Contract with H2O Innovation for the Membrane Filtration System for the City of Sherman Water Treatment Plant Project
- D. 6.      RESOLUTION NO. 6008**  
Authorizing Execution of a Contract with Advanced Water Well Technologies for the Repair of the Dorchester 10 Woodbine Water Well
- D. 7.      \* RESOLUTION NO. 6009**  
Authorizing Execution of a Second Amendment to City Secretary Contract No. 44903 between the City of Sherman and the City of Fort Worth for Household Hazardous Waste Services
- D. 8.      \* RESOLUTION NO. 6010**  
Authorizing the Execution of Deeds for the Resale of Properties within the Sherman City Limits Seized for Delinquent Taxes
- D. 9.      \* RESOLUTION NO. 6011**  
Authorizing the Execution of Agreements with the Sherman Housing Authority, the Texoma Area Paratransit System, Inc., the Grayson County Crisis Center, the Grayson County Shelter, Inc., Child & Family Guidance Center of Texoma, Boys & Girls Club of Sherman, Inc., and MasterKey Ministries of Grayson County, Inc. for the Use of Community Development Block Grant Funds
- D. 10.     \* RESOLUTION NO. 6012**  
Authorizing Execution of a Developer's Agreement with Globitech Incorporated for Construction of Public Facilities in the City of Sherman
- D. 11.     \* RESOLUTION NO. 6013**  
Authorizing Execution of a Contract with Weisinger Incorporated for the Repair of the Lake Texoma City of Sherman Pump No. 2
- D. 12.     \* RESOLUTION NO. 6014**  
Amending the 2014-2015 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2014, through September 30, 2015

- D. 13.     **\* RESOLUTION NO. 6015**  
Adopting an Investment Policy for the City of Sherman
- D. 14.     **\* RESOLUTION NO. 6016**  
Naming Authorized Representatives to Invest City of Sherman Funds with Investors  
Brokerage of Texas, LTD. (IBOT)

**Other Business**

- E. 1.     **OTHER BUSINESS**  
Approving the Greater Texoma Utility Authority's Rejection of Bids for the Sears Lift  
Station Relief Sewer
- E. 2.     **\* OTHER BUSINESS**  
Consider Request of the Sherman Independent School District and the Sherman High  
School Student Council to Temporarily Close Certain Streets for the "2015 Sherman High  
School Homecoming Parade" on Monday, September 28, 2015
- E. 3.     **\* OTHER BUSINESS**  
Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily  
Close Certain Streets for the "Stroll on the Square" on Saturday, October 10, 2015
- E. 4.     **OTHER BUSINESS**  
Receive Update from Assistant Public Works Director Jim Cross on the NAPA Auto Parts  
Store in the City of Sherman Service Center
- F.       **CITIZEN REQUESTS**
- G.       **MEDIA QUESTIONS**
- H.       **COUNCIL COMMENTS**

**Executive Session**

- I. 1.     **EXECUTIVE SESSION**  
In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), "The  
City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the  
Open Meetings Law, Chapter 551, Government Code, Vernon's Texas Codes Annotated, in  
Accordance with the Authority Contained in the Following Sections:

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

**The Council reconvenes into General Session**

**J. 1. OPEN MEETING**

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

**K. ADJOURNMENT**

**COUNCIL CALENDAR**

**CERTIFICATION**

I, the undersigned authority, do hereby certify that the above Notice of Called Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on September 3, 2015 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 3<sup>rd</sup> day of September, 2015  
City of Sherman, Texas

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City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.

All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda.

**PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.**

Mayor

Carolyn S. Wacker

Deputy Mayor

David Plyler

Council Members

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

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

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Tom Watt, Council – District #3

David Plyler, Council – District #4



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. A. 4.**

**Meeting Date:** 09/08/2015

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETINGS OF JUNE 15, 2015  
AND AUGUST 17, 2015**

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**Attachments**

June 15, 2015

August 17, 2015

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STATE OF TEXAS                   §  
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 June 15, 2015.**

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

**MEMBERS ABSENT:** COUNCIL MEMBERS SOFEY, WATT.

## CALL TO ORDER

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

**APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of June 1, 2015. Deputy Mayor Plyler moved to approve the Minutes as presented; Second by Council Member Steele. All present voted AYE. MOTION CARRIED.

**PUBLIC HEARING**

**2015-2019 FIVE-YEAR CONSOLIDATED PLAN & STRATEGY  
AND FINAL STATEMENT/ACTION PLAN FOR PROGRAM  
YEAR 2015 COMMUNITY DEVELOPMENT BLOCK GRANT**

**Theresa Caudle, Community Development Coordinator,** explained that each year the City must hold a public hearing on the Five-Year Consolidated Plan, which tells HUD how the Community Development Block Grant money will be spent.

**No citizens appeared before the City Council to discuss the 2015-2019 Five-Year Consolidated Plan & Strategy and Final Statement/Action Plan for Program Year 2015 Community Development Block Grant.**

## INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

**Mayor Wacker introduced Ordinance 5879 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 THE INSTALLATION OF GROUND MOUNTED SOLAR PANELS IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1715 EAST KING STREET, BEING LOTS 1 & 2, BLOCK 2, J.C. LINNSTAEDT ADDITION (MICHAEL L. MOORE, OWNER); 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 5879.**

**COUNCIL MINUTES – JUNE 15, 2015**

Mayor Wacker introduced Ordinance 5880 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A BED AND BREAKFAST IN AN R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT/HISTORIC PRESERVATION DISTRICT AT 529 SOUTH CROCKETT STREET, BEING 0.310 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (KENT HUGHLETT, OWNER; DAVID FITE SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 5880  
SUP FOR BED  
& BREAKFAST  
(529 S. CROCKETT)**

Scott Shadden, Director of Development Services, said there was no opposition to the specific use permit at the Planning and Zoning Meeting.

No citizens appeared before the City Council to discuss Ordinance 5880.

Mayor Wacker introduced Ordinance 5881 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND VACATING A CERTAIN EASEMENT IN THE D.C. SHELP SURVEY, ABSTRACT NO. 1097, IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, PROVIDING FOR THE REVERSION OF INTEREST TO THE OWNER OF SAID PROPERTY.

**ORD 5881  
VACATE EASEMENT**

No citizens appeared before the City Council to discuss Ordinance 5881.

Mayor Wacker introduced Ordinance 5882 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A CHARTER REVIEW COMMISSION IN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5882  
CHARTER REVIEW  
COMMISSION**

Brandon Shelby, City Attorney, said the Charter Review Commission is a commission created by the Council. The Mayor would appoint members to review the City's Charter, which is the governing document of the City.

The Charter can be amended every two years, through an Election. The last amendments were approved in 2010. It should be reviewed periodically to update items that change over the passage of time.

Mr. Shelby said the commission should be appointed tonight because of the length of time that the process takes. The recommendations will be presented to the City Council in early August and the Election will be called at the last meeting in August.

**COUNCIL MINUTES – JUNE 15, 2015**

Mayor Wacker said if the Council does choose to move forward with any proposed amendments, they would be presented to voters at the November Election.

No citizens appeared before the City Council to discuss Ordinance 5882.

Mayor Wacker introduced Ordinance 5883 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES, ENTITLED "ANIMAL CONTROL," AT ARTICLE 2.01, ENTITLED "GENERAL PROVISIONS," AT SECTIONS 2.01.010 AND 2.01.011; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5883  
LIVESTOCK  
REGULATIONS**

Mayor Wacker said the proposed ordinance follows the directions of the City Council that were given to the staff at the last Council Meeting.

No citizens appeared before the City Council to discuss Ordinance 5883.

The Public Hearing was closed.

**ADOPTION OF ORDINANCES**

**Ordinance 5879**

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 THE INSTALLATION OF GROUND MOUNTED SOLAR PANELS IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1715 EAST KING STREET, BEING LOTS 1 & 2, BLOCK 2, J.C. LINNSTAEDT ADDITION (MICHAEL L. MOORE, OWNER); 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 5879  
SUP FOR GROUND  
MOUNTED SOLAR  
PANELS  
(1715 E. KING)**

**Ordinance 5880**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A BED AND BREAKFAST IN AN R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT/HISTORIC PRESERVATION DISTRICT AT 529 SOUTH CROCKETT STREET, BEING 0.310 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (KENT HUGHLETT, OWNER; DAVID FITE SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 5880  
SUP FOR BED  
& BREAKFAST  
(529 S. CROCKETT)**

Ordinance 5881

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND VACATING A CERTAIN EASEMENT IN THE D.C. SHELP SURVEY, ABSTRACT NO. 1097, IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, PROVIDING FOR THE REVERSION OF INTEREST TO THE OWNER OF SAID PROPERTY.

ORD 5881  
VACATE EASEMENT

Ordinance 5882

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A CHARTER REVIEW COMMISSION IN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5882  
CHARTER REVIEW  
COMMISSION

Ordinance 5883

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES, ENTITLED "ANIMAL CONTROL," AT ARTICLE 2.01, ENTITLED "GENERAL PROVISIONS," AT SECTIONS 2.01.010 AND 2.01.011; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5883  
LIVESTOCK  
REGULATIONS

**ACTION TAKEN.**

Motion by Deputy Mayor Plyler to approve Ordinance Nos. 5879, 5880, 5881, 5882, and 5883, as presented.

Second by Council Member Davis.

VOTING AYE: Davis, Johnson, Plyler, Steele.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5977 -- APPROVING THE BY-LAWS OF THE KEEP SHERMAN BEAUTIFUL COMMISSION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE BY-LAWS OF THE KEEP SHERMAN BEAUTIFUL COMMISSION; PROVIDING AN EFFECTIVE DATE.

RES 5977  
KEEP SHERMAN  
BEAUTIFUL BY-LAWS

Mayor Wacker said the Keep Sherman Beautiful Commission has requested that the Council consider a change in their by-laws to increase their membership from seven members to nine members.

The Commission has been very successful in getting some programs started and they are looking to grow their volunteer base.

Robby Hefton, City Manager, said in another agenda item, there are four applicants for three positions that would be available if the by-laws are approved. He said there has been more demand for serving than there are available positions.

**ACTION TAKEN.**

Motion by Council Member Johnson to approve Resolution No. 5977, as presented. Second by Council Member Davis.

VOTING AYE: Davis, Johnson, Plyler, Steele.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5978 – APPROVING THE 2015-2019 FIVE-YEAR CONSOLIDATED PLAN & STRATEGY AND AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT/ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR PROGRAM YEAR 2015; AUTHORIZING SUBMISSION OF THE FIVE-YEAR CONSOLIDATED PLAN & STRATEGY AND THE ONE-YEAR ACTION PLAN; AUTHORIZING EXECUTION OF CERTAIN ASSURANCES OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEAR 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE 2015-2019 FIVE-YEAR CONSOLIDATED PLAN & STRATEGY AND AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT/ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR PROGRAM YEAR 2015; AUTHORIZING SUBMISSION OF THE FIVE-YEAR CONSOLIDATED PLAN & STRATEGY AND THE ONE-YEAR ACTION PLAN; AUTHORIZING EXECUTION OF CERTAIN ASSURANCES OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEAR 2015.  
CONSENT AGENDA.

RES 5978  
CDBG FIVE-YEAR  
PLAN

RESOLUTION NO. 5979 – AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT WITH JOVA INC. FOR CONSTRUCTION OF PUBLIC FACILITIES IN THE C&M ADDITION TO THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT WITH JOVA INC. FOR CONSTRUCTION OF PUBLIC FACILITIES IN THE C&M ADDITION TO THE CITY OF SHERMAN.  
CONSENT AGENDA.

RES 5979  
DEVELOPER'S  
AGREEMENT FOR  
WATER MAIN  
EXTENSION ON  
FALLON DR.

OTHER BUSINESS

RECEIVE PRESENTATION ON THE NEW EMERGENCY MEDICAL DISPATCH (EMD) PROGRAM INITIATED AS A RESULT OF A COLLABORATIVE EFFORT BETWEEN THE SHERMAN POLICE AND FIRE DEPARTMENTS

EMERGENCY  
MEDICAL DISPATCH  
PROGRAM

Otis Henry, Police Chief, introduced Tracy Stenger, Communications Supervisor, to present the Emergency Medical Dispatch Program that was implemented as a result of a collaborative effort between the Police and Fire Departments.

Ms. Stenger explained that through the program, the City will offer additional lifesaving services, which will elevate their services to the citizens. Emergency Medical Dispatch, EMD, is a system of providing pre-arrival medical instructions to citizens prior to the arrival of emergency medical personnel to the scene.

EMD is an internationally recognized program and is used throughout the United States and the world, and provides very strict guidelines for its use. It has been in use for about 35 years and there are currently over 54,000 actively certified EMD dispatchers worldwide.

According to Ms. Stenger, the dispatchers are the “first responders” during any emergency. EMD is a process to gather medical related information to assist the fire personnel prior to their arrival at the scene. By providing additional information to the paramedics, they are more prepared for the type of patient they will have when they arrive at the scene.

Currently, Sherman will be the only department offering in-house emergency dispatch in the Texoma area. All other Texoma agencies use a third-party vendor to which they have to transfer the call. All Denton County agencies use the exact same EMD program.

With Sherman’s EMD program there is no delay in care. The dispatcher stays on the telephone with the citizen and provides them with medical instructions without having to delay care by transferring the call to someone else.

Ms. Stenger explained the program. Every call begins the same and follows a standardized format to ensure that help is being sent to the appropriate address, that they have the correct telephone number to call back if they are disconnected, and that the dispatcher knows exactly what the caller is trying to report.

Based on the details provided by the caller, the dispatcher chooses which protocol will be used. It is a flipchart system with 33 different protocols to choose from and covers all types of medical and trauma related emergencies. For example, it covers abdominal pain, burns, chest pains, seizures, convulsions, drowning, heat or cold exposure, hemorrhages, lacerations, stroke, and stab or gunshot trauma.

She added that, when seconds count, with the EMD system, there is no delay in care. Ms. Stenger showed an example of

the “card” that would be used to provide verbal CPR instructions. It appears confusing, but she said when trained to use it, the card is very simple with step-by-step instructions. Questions that must be asked of the caller are usually yes or no questions, which makes it easier for them.

Ms. Stenger said that by providing the pre-arrival medical instructions, the City is elevating their level of service to the citizens.

To become EMD certified, the Communications Officers must attend an in depth 24 hour training program, must be CPR certified, and are required to pass a certification exam prior to being able to use the instruction cards. They also have to complete 24 hours of continuing education every two years and pass a recertification exam.

Ms. Stenger added that the Police and Fire Departments are working together as one team to ensure that the citizens are receiving the highest level of care that they can provide.

Mayor Wacker said it sounds like a terrific program that will fill the gap and save lives.

**AUTHORIZING A NEW EMERGENCY MEDICAL SERVICE PROVIDER NAMED TEXOMA EMS TO PROVIDE NON-EMERGENCY AMBULANCE TRANSFERS WITHIN THE CITY OF SHERMAN**

TEXOMA EMS  
TO PROVIDE NON-  
EMERGENCY  
TRANSFERS

The City Council authorized a new Emergency Medical Service provider, Texoma EMS, to provide non-emergency ambulance transfers within the City of Sherman.

The City is the sole provider of emergency ambulance service within the City limits, but they do not provide non-emergency medical transfers.

CONSENT AGENDA.

**MAYOR’S APPOINTMENTS TO A CHARTER REVIEW COMMISSION**

CHARTER REVIEW  
COMMISSION

Mayor Wacker said she spoke to Deputy Mayor Plyler, Council Member Davis, and Council Member Sofey about serving on the Charter Review Commission. Mr. Shelby said it is the Mayor’s appointment, but could be voted on by the full Council.

**ACTION TAKEN.**

Motion by Council Member Steele to appoint David Plyler, Lawrence Davis, and Jason Sofey, to the Charter Review Commission. Second by Council Member Johnson.

VOTING AYE: Davis, Johnson, Plyler, Steele.

VOTING NAY: None.

MOTION CARRIED.

**REPLAT APPROVAL OF LOTS 64 AND 65, BIRGE’S 2<sup>ND</sup> FAIRVIEW ADDITION; CONTAINING 0.570 ACRES IN THE**

REPLAT APPROVAL  
BIRGE’S 2<sup>ND</sup>

J.B. McANAIR SURVEY, ABSTRACT NO. 763; ROBERT AND VICKI BEEGHLY, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (1126 WEST HUNT STREET)

The City Council approved the Replat of Lots 64 and 65, Birge's 2<sup>nd</sup> Fairview Addition, containing 0.570 acres in the J.B. McAnair Survey, Abstract No. 763. The property is located at 1126 West Hunt Street.

FAIRVIEW ADDITION  
(1126 W. HUNT)

The owners would like to replat the property into two lots for residential development. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.

CONSENT AGENDA.

SITE PLAN APPROVAL FOR TYSON FRESH MEATS, INC., OWNERS; AND GEOFF BATES, BATES & ASSOCIATES, INC., ENGINEER/SURVEYOR; UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410(2)(i) FOR AN EXPANSION OF THE TRUCK PARKING LOT FOR TYSON FRESH MEATS IN THE BLALOCK INDUSTRIAL PARK DISTRICT AT 4700 SOUTH U.S. HIGHWAY 75

The City Council approved the Site Plan for Tyson Fresh Meats, Inc., for the expansion of the truck parking lot, located at 4700 South U.S. Hwy 75. The property is located in the Blalock Industrial Park.

SITE PLAN APPROVAL  
TYSON FRESH  
MEATS FOR  
EXPANDED TRUCK  
PARKING LOT

Tyson Fresh Meats, Inc. would like to expand their parking on site for trucks and trailers behind their building along Howe Drive, and extend a seven foot chain link fence. The Planning and Zoning Commission approved the Site Plan subject to the Staff Review Letter, and forwarded the request to the City Council.

CONSENT AGENDA.

APPROVAL OF M&K DUNLAP ADDITION, A REPLAT OF PART OF LOT 1, BOYER & LUCAS ADDITION, PART OF LOTS 18, 19 AND 20 AND ALL OF LOTS 6, 7, 8, 9, 10 AND 11, BLOCK 3, W.P. CARTERS ADDITION, AND A PORTION OF THE ALLEY RELEASED IN ORDINANCE NO. 3813, CONTAINING 0.508 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763; MELVIN AND KIMBERLY DUNLAP, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (908 AND 910 NORTH BROUGHTON STREET)

The City Council approved the M&K Dunlap Addition, a Replat of Part of Lot 1, Boyer & Lucas Addition, Part of Lots 18, 19 and 20 and all of Lots 6, 7, 8, 9, 10 and 11, Block 3, W.P. Carters Addition, and a portion of the alley released in Ordinance No. 3813, containing 0.508 acres in the J.B. McAnair Survey, Abstract No. 763. The property is located at 908 and 910 North Broughton Street.

APPROVE REPLAT  
M&K DUNLAP  
ADDITION  
(908 & 910 N.  
BROUGHTON ST)

The owners would like to replat three lots into one lot for commercial development. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.

CONSENT AGENDA.

**APPROVAL OF NEVINS ADDITION, A REPLAT OF PART OF LOT 1, BLOCK 1, HARE & RANDOLPH'S ADDITION; CONTAINING 0.33 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56; KATHERINE NEVINS, OWNER; AND SARTIN & ASSOCIATES, INC., SURVEYOR (602 AND 606 SOUTH TRAVIS STREET)**

**APPROVE REPLAT  
NEVINS ADDITION  
(602 & 606 S. TRAVIS)**

The City Council approved the Nevins Addition, a Replat of Part of Lot 1, Block 1, Hare & Randolph's Addition, containing 0.33 acres in the Samuel Blagg Survey, Abstract No. 56. The property is located at 602 and 606 South Travis Street.

The lot has two houses, and the owner would like to replat the property into two lots to sell the residential properties. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.  
CONSENT AGENDA.

**APPROVAL OF MICHAEL MOORE ADDITION, A REPLAT OF LOTS 1 AND 2, BLOCK 2, J.C. LINNSTAEDT ADDITION, CONTAINING 0.327 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963; MICHAEL L. MOORE, OWNER; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (1715 EAST KING STREET)**

**APPROVE REPLAT  
MICHAEL MOORE  
ADDITION  
(1715 E. KING)**

The City Council approved the Michael Moore Addition, a Replat of Lots 1 and 2, Block 2, J.C. Linnstaedt Addition, containing 0.327 acres in the G.B. Pilant Survey, Abstract No. 963. The property is located at 1715 East King Street.

The owner would like to replat the property into one lot for residential development. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.  
CONSENT AGENDA.

**CITIZENS REQUESTS**  
**UNAUTHORIZED USE OF BUILDING**

**UNAUTHORIZED  
USE OF BUILDING**

Kevin Couch, 225 N. Travis, appeared before the City Council to advise them that unauthorized people are using the building at 220 W. Houston, owned by Victor Ratliff. He said other citizens on his block have also had trouble with people "inhabiting" that building.

He said the doors are unlocked, which violates the City ordinance of a substandard structure. He asked that the building be secured. Another tenant "on the block" said people are also running an extension cord from the substandard structure to her facility and "stealing her electricity."

He said it appears that the people using the substandard building are also attending meetings at a nearby organization and are using inappropriate language on the sidewalk. He said there were at least eight or nine people in the building.

## COUNCIL MINUTES – JUNE 15, 2015

Mr. Couch said they are trying to market the downtown area and this type of behavior is a nuisance. He felt the building was also substandard.

Mr. Hefton said the City would review the situation to see if they are in compliance.

### MEDIA QUESTIONS

#### LIVESTOCK ORDINANCE EFFECTIVE DATE

Nate Strauch, Herald Democrat Reporter, said when the livestock ordinance was originally discussed, the Council talked about making the effective date January 1, 2016. He asked if that was the effective date for the ordinance that was just approved.

#### LIVESTOCK ORD EFFECTIVE DATE

Mayor Wacker said January 1, 2016 was the effective date for Ordinance 5883. This allows a grace period for citizens to transition their livestock.

### APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

#### KEEP SHERMAN BEAUTIFUL COMMISSION (3)

Mayor Wacker moved the Keep Sherman Beautiful Commission appointments until after the Executive Session.

#### KEEP SHERMAN BEAUTIFUL COMMISSION

### COUNCIL COMMENTS

#### EMERGENCY MEDICAL DISPATCH PROGRAM

Deputy Mayor Plyler said he was glad to see the new EMD program and was looking forward to an update in the coming months after it is implemented.

#### EMERGENCY MEDICAL DISPATCH PROGRAM

### CLEAN LOTS ON COLLEGE STREET

Council Member Steele said he has noticed that there are several lots along College Street that are now clean and he asked if that was part of a City project.

#### CLEAN LOTS ON COLLEGE ST.

Mr. Hefton said it is the same result that the City is looking for, but is not from direct City involvement. He added that clearing off the infill lots so that they are available for reinvestment is what the City wants to happen.

### ANNOUNCEMENTS

Mayor Wacker announced the following:

- The Sherman Public Library has already “kicked off” a lot of their summer activities, but she urged citizens to visit the City’s website for a calendar for all the activities.
- The movie in the park was held at Pecan Grove West on June 12, 2015. About 200 people attended the event. Kevin Winkler, Parks and Recreation Manager, said they hope to hold two of the movies each year.

#### ANNOUNCEMENTS

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

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

**EXECUTIVE SESSION**

**SECTION 551.087**

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

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

On Motion duly made and carried, the Executive Session recessed at 5:46 p.m. and reconvened in Open Meeting.

**OPEN MEETING**

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

**OPEN MEETING**

**APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO  
BOARDS AND COMMISSIONS**

**KEEP SHERMAN BEAUTIFUL COMMISSION (3)**

**ACTION TAKEN.**

Motion by Deputy Mayor Plyler to appoint Joshua Shelton, Zac Grantham, and Amanda Phillips to the Keep Sherman Beautiful Commission for a term from June 16, 2015 to January 1, 2017. Second by Council Member Johnson.

VOTING AYE: Davis, Johnson, Plyler, Steele.

VOTING NAY: None.

MOTION CARRIED.

**KEEP SHERMAN  
BEAUTIFUL  
COMMISSION**

**ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 5:47 p.m.

**ADJOURNMENT**

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MAYOR

---

CITY CLERK

STATE OF TEXAS

§

August 17, 2015

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 August 17, 2015.

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

MEMBERS ABSENT: NONE.

**CALL TO ORDER**

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

CALL TO ORDER

**APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of August 3, 2015. Council Member Steele moved to approve the Minutes as presented; Second by Council Member Watt. All present voted AYE.  
MOTION CARRIED.

APPROVE MINUTES

**PUBLIC HEARING**

Mayor Wacker called for the second public hearing on Ordinance 5888:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR A REPEALER.

ORD 5888  
ANNUAL BUDGET

Mayor Wacker read the following statement, "this budget will raise more total property taxes than last year's budget by \$670,000 and 7.6%, and of that amount \$419,000 is revenue to be raised from new property to be added to the roll this year."

No citizens appeared before the City Council to discuss Ordinance 5888.

**INTRODUCTION AND FIRST PUBLIC HEARING OF  
ORDINANCE NO. 5891**

Mayor Wacker introduced Ordinance 5891 and called for the first public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2015; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A

ORD 5891  
AD VALOREM TAXES

COUNCIL MINUTES – AUGUST 17, 2015

PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A REPEALER.

Mayor Wacker announced that the City Council will consider the adoption of the tax rate ordinance at the regular meeting scheduled for 5:00 p.m. on Monday, September 21, 2015, at Sherman City Hall, 220 West Mulberry Street, Sherman, Texas.

No citizens appeared before the City Council to discuss Ordinance 5891.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Wacker introduced Ordinance 5892 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 3<sup>RD</sup> DAY OF NOVEMBER, 2015, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) AT-LARGE CITY COUNCIL MEMBERS FOR SAID CITY; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING.

ORD 5892  
REGULAR MUNICIPAL  
ELECTION

No citizens appeared before the City Council to discuss Ordinance 5892.

Mayor Wacker introduced Ordinance 5893 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 3<sup>RD</sup> DAY OF NOVEMBER, 2015, FOR THE PURPOSE OF THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX AT THE RATE OF ONE-EIGHTH OF ONE PERCENT (1/8%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING.

ORD 5893  
SALES TAX FOR  
STREETS ELECTION

No citizens appeared before the City Council to discuss Ordinance 5893.

Mayor Wacker introduced Ordinance 5894 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

ORD 5894  
CHARTER  
AMENDMENT

SHERMAN, TEXAS, CALLING A SPECIAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 3<sup>RD</sup> DAY OF NOVEMBER, 2015, FOR THE PURPOSE OF AMENDING THE CITY CHARTER OF THE CITY OF SHERMAN, TEXAS; PROVIDING FOR NOTICE OF SAID ELECTION; DESIGNATING ELECTION PRECINCTS; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING.

ELECTION

No citizens appeared before the City Council to discuss Ordinance 5894.

Mayor Wacker introduced Ordinance 5895 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-2 (GENERAL COMMERCIAL) DISTRICT AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280 SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A PLANT FOOD FORMULATION FACILITY IN A C-2 (GENERAL COMMERCIAL) DISTRICT AND CENTRAL BUSINESS DISTRICT AT 401 NORTH WALNUT STREET, BEING 1.334 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 AND ALSO BEING THE PROPOSED LOT 2, BALL DPF ADDITION (BALL DPF, LLC, OWNERS; CHARLES FINCH, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYORS); PROVIDING FOR A REPEALER.

ORD 5895  
ZONE CHANGE &  
SUP  
(PLANT FOOD  
FORMULATION  
FACILITY – 401 N.  
WALNUT)

No citizens appeared before the City Council to discuss Ordinance 5895.

Mayor Wacker introduced Ordinance 5896 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-2 (GENERAL COMMERCIAL) DISTRICT AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280 SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTO ACCESSORY SALES, INSTALLATION AND REPAIRS IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 2407 NORTH TRAVIS STREET, BEING 1.85 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (RIDLEHUBER PARTNERS LTD, OWNERS; AND ROD TATCHIO, ARCHITECT); PROVIDING FOR A REPEALER.

ORD 5896  
ZONE CHANGE &  
SUP  
(AUTO SALES,  
INSTALLATION &  
REPAIRS – 2407 N.  
TRAVIS)

No citizens appeared before the City Council to discuss Ordinance 5896.

Mayor Wacker introduced Ordinance 5897 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

ORD 5897  
ZONE CHANGE &  
SUP  
(CONTRACTOR'S  
OFFICE – 2408 N.

WITHIN THE C-2 (GENERAL COMMERCIAL) DISTRICT AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280 SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CONTRACTOR'S OFFICE IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 2408 NORTH TRAVIS STREET, BEING 0.952 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 (SHANE BREM, OWNER; AND BUB MOORE, REPRESENTATIVE); PROVIDING FOR A REPEALER.

TRAVIS)

No citizens appeared before the City Council to discuss Ordinance 5897.

The Public Hearing was closed.

**OTHER BUSINESS**

**PROVIDING FOR THE RATIFICATION OF THE PROPERTY TAX INCREASE**

**RATIFY PROPERTY TAX INCREASE**

Mayor Wacker explained that the Council needed to adopt the ratification of the property tax increase prior to consideration of the adoption of the budget.

She clarified that the increase is due to growth and value in properties. The City is not increasing the tax rate. The tax rate remains the same as this past year. The effective tax rate moves up because of the new value added.

This year the City did not increase the tax rate, however the State's language calls this a property tax increase.

**ACTION TAKEN.**

Motion by Council Member Steele to approve the tax rate of \$0.372, as presented. Second by Council Member Johnson.

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

VOTING NAY: None.

MOTION CARRIED.

**ADOPTION OF ORDINANCES**

**Ordinance 5888**

**ORD 5888  
ANNUAL BUDGET**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR A REPEALER.

**Ordinance 5892**

**ORD 5892  
REGULAR MUNICIPAL  
ELECTION**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 3<sup>RD</sup> DAY OF NOVEMBER, 2015, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) AT-LARGE CITY COUNCIL MEMBERS FOR SAID CITY; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS;

COUNCIL MINUTES – AUGUST 17, 2015

APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING.

Ordinance 5893

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 3<sup>RD</sup> DAY OF NOVEMBER, 2015, FOR THE PURPOSE OF THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX AT THE RATE OF ONE-EIGHTH OF ONE PERCENT (1/8%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING.

ORD 5893  
SALES TAX FOR  
STREETS ELECTION

Ordinance 5894

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CALLING A SPECIAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 3<sup>RD</sup> DAY OF NOVEMBER, 2015, FOR THE PURPOSE OF AMENDING THE CITY CHARTER OF THE CITY OF SHERMAN, TEXAS; PROVIDING FOR NOTICE OF SAID ELECTION; DESIGNATING ELECTION PRECINCTS; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING.

ORD 5894  
CHARTER  
AMENDMENT  
ELECTION

Ordinance 5895

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-2 (GENERAL COMMERCIAL) DISTRICT AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280 SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A PLANT FOOD FORMULATION FACILITY IN A C-2 (GENERAL COMMERCIAL) DISTRICT AND CENTRAL BUSINESS DISTRICT AT 401 NORTH WALNUT STREET, BEING 1.334 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 AND ALSO BEING THE PROPOSED LOT 2, BALL DPF ADDITION (BALL DPF, LLC, OWNERS; CHARLES FINCH, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYORS); PROVIDING FOR A REPEALER.

ORD 5895  
ZONE CHANGE &  
SUP  
(PLANT FOOD  
FORMULATION  
FACILITY – 401 N.  
WALNUT)

Ordinance 5896

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-2 (GENERAL COMMERCIAL) DISTRICT AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280 SO

ORD 5896  
ZONE CHANGE &  
SUP  
(AUTO SALES,  
INSTALLATION &  
REPAIRS – 2407 N.

AS TO GANT A SPECIFIC USE PERMIT TO ALLOW AUTO ACCESSORY SALES, INSTALLATION AND REPAIRS IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 2407 NORTH TRAVIS STREET, BEING 1.85 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (RIDDLEHUBER PARTNERS LTD, OWNERS; AND ROD TATCHIO, ARCHITECT); PROVIDING FOR A REPEALER.

TRAVIS)

Council Member Watt asked if the City has received any feedback from the neighbors about the zone change and specific use permit. Robby Hefton, City Manager, said the staff had not received any feedback.

**ACTION TAKEN.**

Motion by Council Member Watt to approve Ordinance No. 5896, as presented. Second by Council Member Johnson.

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

VOTING NAY: None.

MOTION CARRIED.

**Ordinance 5897**

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-2 (GENERAL COMMERCIAL) DISTRICT AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280 SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CONTRACTOR'S OFFICE IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 2408 NORTH TRAVIS STREET, BEING 0.952 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (SHANE BREM, OWNER; AND BUB MOORE, REPRESENTATIVE); PROVIDING FOR A REPEALER.

ORD 5897  
ZONE CHANGE &  
SUP  
(CONTRACTOR'S  
OFFICE – 2408 N.  
TRAVIS)

**ACTION TAKEN.**

Motion by Council Member Johnson to approve Ordinance Nos. 5888, 5892, 5893, 5894, 5895, and 5897, as presented. Second by Council Member Davis.

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

VOTING NAY: None.

MOTION CARRIED.

**TABLED AT THE AUGUST 3, 2015 CITY COUNCIL MEETING;  
ADOPTION OF ORDINANCE NO. 5889**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, ENTITLED "BUSINESS REGULATIONS", ARTICLE 4.14, ENTITLED "ALCOHOLIC BEVERAGES", AT DIVISION 2, ENTITLED "LAWFUL CONSUMPTION", SECTION 4.14.034, ENTITLED "HOURS OF OPERATION", AND AT DIVISION 3, ENTITLED "UNLAWFUL CONSUMPTION", SECTION 4.14.066, ENTITLED "SALE OF ALCOHOLIC BEVERAGES DURING EXTENDED HOURS BY PRIVATE CLUB PERMITTEE", TO PROVIDE FOR EXTENDED HOURS FOR THE SALE OF ALCOHOL PURSUANT TO THE TEXAS

ORD 5889  
ALCOHOL SALES  
FOR EXTENDED  
HOURS  
(DIED FOR LACK  
OF A MOTION)

COUNCIL MINUTES – AUGUST 17, 2015

ALCOHOLIC BEVERAGE CODE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Mayor Wacker said Ordinance 5889 was tabled at the last Council Meeting and in order to discuss the proposed ordinance, the Council would need to remove it from table. The ordinance concerns the extended business hours of operation for the sale of alcoholic beverages. She said if there was no motion, the item would die for lack of a motion.

No Council Members made a motion to remove Ordinance 5889 from table.

Mayor Wacker said Boonie Sanders turned in a card to speak on the item, but she told him the City Council would not be adopting the proposed ordinance. Mr. Sanders did want to speak before the City Council.

Boonie Sanders, 5002 Camp Verde Circle

Mr. Sanders said a friend's son was recently killed by a drunk driver in Ada, Oklahoma. He said he also grew up in a family of alcoholics. He said the Council could do what they want to do, but he urged them not to pass the ordinance for extended hours for the sale of alcoholic beverages.

Mayor Wacker reiterated that the Council will not be adopting any extended hours tonight. She said there will be no future action unless someone from the public requests a change.

ORDINANCE NO. 5889 DIED FOR LACK OF A MOTION.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5997 – AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT WITH GRAYSON COUNTY, TEXAS, TO HOLD A JOINT ELECTION ON NOVEMBER 3, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT WITH GRAYSON COUNTY, TEXAS, TO HOLD A JOINT ELECTION ON NOVEMBER 3, 2015.

RES 5997  
JOINT ELECTION  
AGREEMENT

ACTION TAKEN.

Motion by Council Member Watt to approve Resolution No. 5997, as presented. Second by Council Member Johnson.

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

VOTING NAY: None.

MOTION CARRIED.

**RESOLUTION NO. 5998 – SUPPORTING THE APPOINTMENT OF NEW FEDERAL JUDGEShips FOR THE SHERMAN DIVISION OF THE EASTERN DISTRICT OF TEXAS SITTING AT SHERMAN, TEXAS, WITH STRONG PREFERENCE BEING GIVEN TO NOMINEES RESIDING IN GRAYSON COUNTY, TEXAS**

**RES 5998  
FEDERAL JUDGEShips  
EASTERN DIST.  
OF TEXAS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUPPORTING THE APPOINTMENT OF NEW FEDERAL JUDGEShips FOR THE SHERMAN DIVISION OF THE EASTERN DISTRICT OF TEXAS SITTING AT SHERMAN, TEXAS, WITH STRONG PREFERENCE BEING GIVEN TO NOMINEES RESIDING IN GRAYSON COUNTY, TEXAS.

Mayor Wacker said she asked that this item be added to the agenda in support of the local and regional initiative that is ongoing to create additional Federal judgeships for the Sherman division of the Eastern District.

There are currently only two judges serving in a region that is one of the fastest growing regions in the State and has an enormous load of cases. She said the judges do an amazing job of disposing of the cases but it is far beyond what they will be able to maintain.

She said the City would be joining many other cities and political subdivisions to ask Congress to create these additional judgeships. The task force is headed by Roger Sanders and Clyde Siebman and a host of other officials.

**ACTION TAKEN.**

Motion by Council Member Johnson to approve Resolution No. 5998, as presented. Second by Council Member Davis.

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

VOTING NAY: None.

MOTION CARRIED.

**RESOLUTION NO. 5999 – AUTHORIZING THE EXECUTION OF A CONTRACT AMENDMENT WITH NATHAN D. MAIER CONSULTING ENGINEERS, INC. FOR THE DESIGN OF THE KESSLER BLVD. EROSION REPAIR PROJECT**

**RES 5999  
KESSLER EROSION  
REPAIR PROJECT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A CONTRACT AMENDMENT WITH NATHAN D. MAIER CONSULTING ENGINEERS, INC. FOR THE DESIGN OF THE KESSLER BLVD. EROSION REPAIR PROJECT.

Clay Barnett, Director of Public Works and Engineering, said this resolution is for design work for the repair of the slope failure on Kessler Boulevard due to the recent storm damage. Engineers examined the area on an emergency basis and there was concern about the stability of the road.

The staff authorized a contract with the company and this is to bring it back to the City Council for approval.

COUNCIL MINUTES – AUGUST 17, 2015

**ACTION TAKEN.**

Motion by Deputy Mayor Plyler to approve Resolution No. 5999, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

**RESOLUTION NO. 6000 – AUTHORIZING THE EXECUTION OF A CONTRACT AMENDMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF THE LOY LAKE ROAD FROM BUCK OWENS FREEWAY (US 82) TO SARA SWAMY IMPROVEMENT PROJECT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A CONTRACT AMENDMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF THE LOY LAKE ROAD FROM BUCK OWENS FREEWAY (US 82) TO SARA SWAMY IMPROVEMENT PROJECT.

**RES 6000  
LOY LAKE ROAD  
TO SARA SWAMY  
IMPROVEMENT  
PROJECT**

Mr. Barnett said the staff has been working with Kimley-Horn and Associates on several other projects. They were selected for the Loy Lake Road Project mostly for their relationship with Wal-Mart, because of the dealings with the company on the entrance to their Sam's Club parking lot at Gallagher Road.

This project will complete a concrete section from the US Hwy 82 Bridge to the Loy Lake Bridge at US Hwy 75.

**ACTION TAKEN.**

Motion by Deputy Mayor Plyler to approve Resolution No. 6000, as presented. Second by Council Member Sofey.

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

VOTING NAY: None.

MOTION CARRIED.

**RESOLUTION NO. 6001 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1114 EAST CHAFFIN STREET**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1114 EAST CHAFFIN STREET.  
CONSENT AGENDA.

**RES 6001  
RESIDENTIAL TAX  
ABATEMENT  
(1114 E. CHAFFIN)**

**RESOLUTION NO. 6002 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 805 NORTH BRANCH STREET**

**RES 6002  
RESIDENTIAL TAX  
ABATEMENT  
(805 N. BRANCH)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 805 NORTH BRANCH STREET.  
CONSENT AGENDA.

CHANGE ORDER NO. 1

LOY LAKE ROAD AND SARA SWAMY DRIVE IMPROVEMENTS PROJECT; 03 CONCRETE CONTRACTORS, LLC; \$8,295.67 INCREASE

The City Council approved Change Order No. 1 to 03 Concrete Contractors, LLC, for an increase of \$8,295.67, for the Loy Lake Road and Sara Swamy Drive Improvements Project.

CHANGE ORDER  
LOY LAKE ROAD  
IMPROVEMENT  
PROJECT

The change order is a final reconciliatory change order to adjust the final project quantities for the project, and covers the cost of removal and replacing paving, a new Bilco lid, and traffic signal adjustments. The final contract price for the project was \$322,629.57  
CONSENT AGENDA.

OTHER BUSINESS

CONCEPTUAL MASTER PLAN APPROVAL FOR SHERMAN CROSSROADS IN THE BLALOCK INDUSTRIAL PARK/ BLALOCK COMMERCIAL OVERLAY DISTRICT; SHERMAN CROSSROADS, LTD, OWNERS; AND JEFF CARROLL, CARROLL ARCHITECTS, ARCHITECT; LOCATED IN THE 2800-3600 BLOCKS OF SOUTH U.S. HIGHWAY 75

CONCEPTUAL MASTER  
PLAN FOR SHERMAN  
CROSSROADS

Jeff Carroll, Carroll Architects, 750 E. Interstate 30, Rockwall, Texas

Mr. Carroll thanked the City Council for their approval last month on the site to allow a medical use as part of this development.

Tonight he was presenting the design tool for the developer's to use for the development. This site has been a highly political site over the years, the developer and owners wanted to bring in a site plan that would work with the existing zoning.

He asked the Council to approve the proposed site layout, which relates to the agreement with the industrial community, that is totally separate from the City. Mr. Carroll said the developer is trying to move quickly on the development.

Mayor Wacker said the Council appreciates that the two entities have worked together to get the project moving forward.

ACTION TAKEN.

Motion by Council Member Watt to approve the

COUNCIL MINUTES – AUGUST 17, 2015

Conceptual Master Plan for Sherman Crossroads in the Blalock Industrial Park/Blalock Commercial Overlay District, as presented. Second by Council Member Sofey.

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

VOTING NAY: None.

MOTION CARRIED.

FINAL PLAT APPROVAL OF THE BALL DPF ADDITION, BEING 1.844 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763; BALL DPF, LLC AND DENNIS HALLIBURTON, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (401 NORTH WALNUT STREET AND 311 EAST MULBERRY STREET)

The City Council approved the Final Plat of the Ball DPF Addition, consisting of 1.844 acres in the J.B. McAnair Survey, and located at 401 N. Walnut and 311 E. Mulberry Streets. The property consists of 1.844 acres and the owners would like to plat the property into three lots for commercial development.

APPROVE FINAL PLAT  
BALL DPF ADDITION  
(401 N. WALNUT &  
311 E. MULBERRY)

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.  
CONSENT AGENDA.

RECEIVE CITY ATTORNEY BRANDON SHELBY'S UPDATE ON THE PANHANDLING ORDINANCE

Brandon Shelby, City Attorney, presented an update on the panhandling ordinance. He presented a copy of the current ordinance that was passed in 2012 in response to similar concerns from the City Council.

PANHANDLING  
ORDINANCE

He said the Supreme Court of the United States has determined that it is a First Amendment right to protected speech to beg for money from others. Cities that regulate panhandling must be sure their ordinances are not overly broad or amount to prior restraint.

The City's current ordinance was drafted with those concerns in mind and emphasized safety concerns. There are currently no restrictions on speech, but if someone walks into the roadway to collect money, that is a violation and the offender can be ticketed.

Mr. Shelby said the City has been enforcing this ordinance to varying degrees of success. The right to beg, solicit, or panhandle is not a "blanket right" and a person can't do it whenever or wherever they please.

The Supreme Court has said the City has the right to enact reasonable time, place and restrictions as long as they are narrowly tailored to serve a significant government interest and leave open significant alternative channels for communication of speech.

He said some cities have passed ordinances limiting panhandling in certain geographical areas, for example in front of businesses such as banks and restaurants. Others regulate interference with pedestrian or vehicular traffic, such as the City's ordinance. These have been universally upheld.

He discussed the provisions of ordinances in Austin, Houston, and San Antonio, which are more strict than other cities. They designate certain areas of the City as panhandling free zones and then restrict the times in which this type of activity is allowed in these areas.

Mr. Shelby said the main area of concern in Sherman seems to be the area of US Hwy 75 and US Hwy 82. He said the City could restrict panhandling in that area for safety reasons, as long as they are careful not to do a blanket restriction.

He said he is looking for direction from the City Council as to how they want to move forward. The City's current ordinance is a deterrent to some extent, and there are ways to strengthen it. He added that enforcement is always the issue. When the police write a ticket for begging for money, the offender isn't likely to show up for court or to pay the ticket.

Mr. Shelby said the ordinances in Austin, Houston, and San Antonio make it an offense if you continue to do it after you are told to stop by a police officer. The goal in Austin was to clean up the streets during the day and not impede pedestrian traffic. In Sherman's case it is a busy intersection and impedes traffic, and is a safety concern. He felt if the Council narrowly tailored a new ordinance it would pass Constitutional scrutiny.

Mayor Wacker questioned if they should only focus on the one geographical area. Mr. Shelby said that would leave open the rest of town where there are no restrictions. Mayor Wacker verified that the wording prohibiting them from being in the road would still be used for any other street.

Mr. Shelby said the biggest safety concerns are at high traffic times such as rush hour in the morning and evening. He felt if the ordinance was narrowly tailored to address that, it would pass scrutiny.

Council Members discussed specifics of the proposed ordinance and Mr. Shelby said that traffic safety is a valid concern for busy traffic areas.

Council Member Watt said "aggressive panhandling" is not addressed in the City's current ordinance. He felt that was also very important. He asked to add aggressive panhandling to the ordinance too. Mr. Shelby said it would be possible and he would include a definition of aggressive panhandling.

Council Member Johnson asked to broaden “roadway” to “right-of-way” and asked if that would be too restrictive.

Council Member Steele asked how that would affect the charitable donations such as the White Cane Day and the Fill the Boot collections. Mr. Shelby verified that those organizations could obtain permission from the City Manager to hold their collections.

Council Member Davis felt that if it was a problem on one corner it would be a problem on the next busy corner. Mr. Shelby said they could identify the busiest intersections and not limit it to one intersection. He also felt time restrictions would be key.

Mayor Wacker asked the staff to identify those key intersections, where there is a lot of traffic and congestion, such as Hwy 75 and Hwy 82.

Mr. Shelby said changes to the ordinance won't be a “cure-all” and won't take care of the issue over night. Enforcement on this type of issue is always a problem.

Council Member Sofey said the City is not trying to raise funds or to put people in jail. This is not the intent of Council or staff. He felt posted signs to urge drivers to keep the traffic flowing might help too. Mr. Shelby said Dallas has signs that say “Keep the Change, Donate to a Charity.”

Mr. Shelby added that the intersection is Hwy 75 and Hwy 82 is a Texas Department of Transportation intersection and the City will need to get their approval.

Council Member Watt suggested that the ordinance include all of Texoma Parkway because safety would also be an issue there. Mr. Hefton said the staff will look at adding that area too. Council Member Johnson wanted to include sitting in the roadway and having “belongings” in the right-of-way too.

Mr. Shelby will take the comments tonight and draft an ordinance for the Council's consideration at a future meeting.

CONSIDER REQUEST OF THE GRAYSON HISPANIC HERITAGE COUNCIL OF SHERMAN TO TEMPORARILY CLOSE CERTAIN STREETS AND USE CERTAIN CITY FACILITIES AND SERVICES FOR THE “ANNUAL HISPANIC HERITAGE FESTIVAL” ON SATURDAY, SEPTEMBER 12, 2015

The City Council approved the request of the Grayson Hispanic Heritage Council of Sherman to temporarily close certain streets and use certain facilities and services for the “Annual Hispanic Heritage Festival”, on September 12, 2015.

CLOSE STREETS  
HISPANIC HERITAGE  
FESTIVAL

COUNCIL MINUTES – AUGUST 17, 2015

The request includes closure of the streets around the Municipal Building from 11:00 a.m. until 6:00 p.m., and additional solid waste containers, cones, and barricades. The City will also provide labor and equipment to drop-off and pickup the equipment.  
CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

Mayor Wacker welcomed Billy Wadsack back to the Herald Democrat and to the Council Meeting.

COUNCIL COMMENTS

STREET SALES TAX

Council Member Johnson said the reauthorization of the Street Sales Tax was approved to add to the ballot for the November Election and he urged everyone to spread the word. He said it is a great program to offer the citizens and is a key to the street maintenance program.

LOY LAKE ROAD PROJECT

Council Member Johnson said it would be nice to complete the Loy Lake Road Project from Sara Swamy Drive to Hwy 82. He said this is another example of what the Street Sales Tax can do for the City.

WELCOME TO BILLY WADSACK

Council Member Johnson welcomed Billy Wadsack back to the Herald Democrat.

THANKS TO NATE STRAUCH

Council Member Johnson complimented Nate Strauch, Communications Manager, on several stories he recently completed.

TRAVIS STREET REPAIR

Council Member Sofey said he was very excited to see the work on Travis Street and thanked the staff for saving money and getting the repairs done.

SUBSTANDARD HOUSING PROJECTS

Council Member Watt said he was seeing improvement in the substandard housing area and thanked the staff for their work. He said he was looking forward to the kick-off of the new program in October 2015.

NEW TEACHER LUNCHEON

Council Member Watt recognized the Chamber of Commerce for the outstanding job they did on the new teacher luncheon.

CITIZENS REQUESTS

MEDIA QUESTIONS

STREET SALES  
TAX

LOY LAKE ROAD  
PROJECT

WELCOME TO  
BILLY WADSACK

THANKS TO  
NATE STRAUCH

TRAVIS STREET  
REPAIR

SUBSTANDARD  
HOUSING  
PROJECTS

NEW TEACHER  
LUNCHEON

**BACK TO SCHOOL ACTIVITIES**

Mayor Wacker said it's back to school time and the staff is wrapping up summer. There were many good activities that happened in Sherman because of people's hard work, both from volunteers and from staff.

**BACK TO SCHOOL  
ACTIVITIES**

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

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

**EXECUTIVE SESSION**

**SECTION 551.074**

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

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 6:00 p.m. and reconvened in Open Meeting.

**OPEN MEETING**

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

**OPEN MEETING**

**ANNUAL PERFORMANCE EVALUATION OF THE CITY MANAGER**

Mayor Wacker said the Council is beginning the process for the annual performance evaluation of the City Manager and the actual review will be in September 2015.

**ANNUAL  
PERFORMANCE  
EVALUATION OF  
CITY MANAGER**

**ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 6:00 p.m.

**ADJOURNMENT**

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**MAYOR**

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**CITY CLERK**



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. B. 1.**

**Meeting Date:** 09/08/2015

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**PROCLAMATION**

"Lucy Kidd-Key Month" – September 2015

**Issue:**

To present a proclamation designating September 2015 as "Lucy Kidd-Key Month" in the City of Sherman

**Background:**

Lucy Kidd-Key was head of the North Texas Female College from September 1888 until September 1916 and was influential in the cultural development of Sherman.

**Origination:**

The request originated with the City Manager's Office.

**Financial Consideration:**

There is no financial cost to presenting the proclamation.

**Staff Recommendation:**

The recommendation is to present the proclamation designating September 2015 as "Lucy Kidd-Key Month" in Sherman.

**Alternatives:**

The Council could choose not to present the proclamation.

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**Attachments**

**"Lucy Kidd-Key Month" Proclamation**

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## Proclamation

WHEREAS, Lucy Ann Thornton Kidd-Key was the driving force behind the North Texas Female College in Sherman, Texas, serving as administrator from September 1888 until September 1916, and

WHEREAS, the College became nationally renowned as one of the premier educational institutions in the southwest, enriching the community and its citizens especially in the areas of music, art and expression, and

WHEREAS, the traditions and culture established by Mrs. Kidd-Key have served the City of Sherman well over the course of the last 127 years, and

WHEREAS, that legacy continues to be embodied by the art, musical and educational institutions of the City, and

WHEREAS, the City of Sherman owes a debt of gratitude to Lucy Kidd-Key for her contributions which helped to make Sherman the "Athens of Texas".

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

### LUCY KIDD-KEY MONTH

in the City of Sherman and urge all residents to celebrate the life and legacy of one of Sherman's most influential residents.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 8<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

Sinda Ashley  
City Clerk





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. B. 2.**

**Meeting Date:** 09/08/2015

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**PROCLAMATION**

"Recovery Awareness Month" – September 2015

**Issue:**

To present a proclamation designating September 2015 as "Recovery Awareness Month"

**Background:**

"National Recovery Month" is an observance that educates the public that addiction and mental health services enable individuals with a mental health and/or substance use disorder to live a healthy and rewarding life. It spreads positive messages that behavioral health is vital to overall wellness, that prevention works, treatment is effective, and individuals can and do recover.

**Origination:**

The request originated with the Texoma Community Center.

**Financial Consideration:**

There is no financial consideration to the City.

**Staff Recommendation:**

It is the recommendation of the staff to present a proclamation designating September 2015 as "Recovery Awareness Month."

**Alternatives:**

The Council could choose not to present the proclamation.

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**Attachments**

**"Recovery Awareness Month" Proclamation**

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## Proclamation

WHEREAS, substance use disorders are real and prevalent in Sherman, and

WHEREAS, behavioral health is an essential part of everyone's overall health and well-being; and prevention works, treatment is effective, and people can and do recover from substance use and mental disorders, and

WHEREAS, with early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives, and over 23 million Americans are in recovery from addiction to alcohol and other drugs, and

WHEREAS, all people have the fundamental and inherent right to be accepted and treated with respect, human dignity, and worth, and

WHEREAS, it is critical to educate our policymakers, friends and family, health care providers, and businesses that substance use and mental disorders are treatable, and that people should seek assistance for these conditions, with the same urgency as they would any other health condition.

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

### RECOVERY AWARENESS MONTH

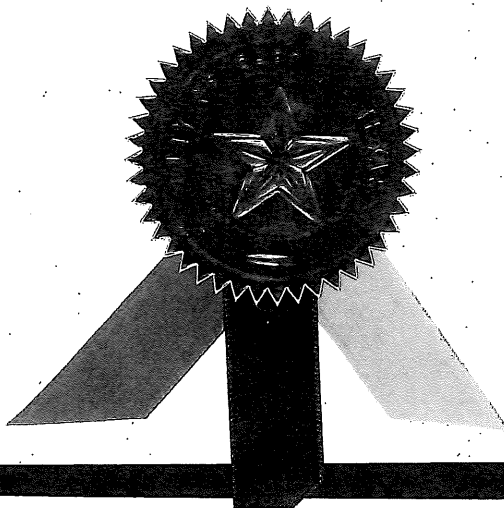
in the City of Sherman and urge all citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with substance use and mental health disorders.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 8<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

Linda Ashby  
City Clerk





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. C. 1.**

**Meeting Date:** 09/08/2015

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

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**PUBLIC HEARING**

Capital Improvement Program 2015-2020

**Issue:**

Holding a public hearing for the City of Sherman's Capital Improvement Program (CIP) covering the period from October 1, 2015 through September 30, 2020

**Background:**

Article V, Section 10 of the City Charter requires that the City Council, by resolution, adopt a Capital Improvement Program. As required, before consideration of the resolution, the City published a summary of the program and gave notice of a public hearing in a newspaper of general circulation in the City. Approval of this CIP will be by Resolution No. 6003, a separate agenda item on this agenda.

Director of Administration & Finance Don Keene will make a brief presentation on the program.

**Origination:**

Department of Engineering

**Financial Consideration:**

|                             |                     |
|-----------------------------|---------------------|
| General Fund                | \$32,961,500        |
| Utility Fund                | <u>\$41,895,000</u> |
| Total Funding for 2015-2020 | \$74,856,500        |

**Staff Recommendation:**

It is recommended that the City Council hold a public hearing for the Capital Improvement Program 2015-2020 at the September 8<sup>th</sup> City Council Meeting.

**Alternatives:**

Those as may be directed by the City Council

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**Attachments**

CIP Summary

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# GENERAL SERVICES

## 2015 - 2016

|                                                            | Drainage  | Streets     | Facilities | Parks    | Water | Sewer | Totals           |
|------------------------------------------------------------|-----------|-------------|------------|----------|-------|-------|------------------|
| Loy Lake Road Construction (US Hwy 82 to Sara Swamy Drive) |           | \$2,540,000 |            |          |       |       | **** \$2,540,000 |
| Grand Avenue Pedestrian Improvements                       |           | \$60,000    |            |          |       |       | \$60,000         |
| Ellsworth Branch Flood Study                               | \$30,000  |             |            |          |       |       | \$30,000         |
| Floodplain Property Acquisition                            | \$150,000 |             |            |          |       |       | \$150,000        |
| Subdivision Ordinance Update                               |           | \$60,000    |            |          |       |       | \$60,000         |
| Downtown Streetscape, Phase II                             |           | \$150,000   |            |          |       |       | *** \$150,000    |
| Communication Center Relocation                            |           |             | \$40,000   |          |       |       | \$40,000         |
| Police Department Basement Renovation                      |           |             | \$25,000   |          |       |       | \$25,000         |
| Fire Station #3 Building Repair                            |           |             | \$50,000   |          |       |       | \$50,000         |
| Fairview Park Tot Playground                               |           |             |            | \$50,000 |       |       | \$50,000         |
| Downtown Sidewalk Improvements                             |           | \$20,000    |            |          |       |       | **** \$20,000    |
| Total 2015-2016                                            | \$180,000 | \$2,830,000 | \$115,000  | \$50,000 | \$0   | \$0   | \$3,175,000      |

\*\*\* TAP Grant

\*\*\*\* TIF

## 2016-2017

|                                                                                   | Drainage  | Streets     | Facilities  | Parks     | Water | Sewer | Totals        |
|-----------------------------------------------------------------------------------|-----------|-------------|-------------|-----------|-------|-------|---------------|
| Northeast Fire Station Site                                                       |           |             | \$3,500,000 |           |       |       | * \$3,500,000 |
| FM 1417 Street Improvements between SH 56 and US Hwy 82 - Preliminary Engineering |           | \$1,500,000 |             |           |       |       | \$1,500,000   |
| Travis Street Property Acquisition                                                |           | \$275,000   |             |           |       |       | \$275,000     |
| Starlight Alley Rebuild                                                           |           | \$700,000   |             |           |       |       | \$700,000     |
| Northside Fire Station 5 Renovation                                               |           |             | \$300,000   |           |       |       | \$300,000     |
| Sherman Armory Building Repair, Phase I                                           |           |             | \$300,000   |           |       |       | \$300,000     |
| Northside Station 5 Driveway and Parking Lot                                      |           |             | \$70,000    |           |       |       | \$70,000      |
| Storm Water Utility Fee Study                                                     | \$112,500 |             |             |           |       |       | \$112,500     |
| Canyon Creek Drive Improvements Between FM 1417 and Silverado Trail               |           | \$250,000   |             |           |       |       | \$250,000     |
| Thoroughfare Plan Update 2nd Quarter                                              |           | \$50,000    |             |           |       |       | \$50,000      |
| Library Upper Roof Replacement                                                    |           |             | \$380,000   |           |       |       | \$380,000     |
| Fire Station 1, New Roof                                                          |           |             | \$200,000   |           |       |       | \$200,000     |
| Police Department Front Remodel                                                   |           |             | \$40,000    |           |       |       | \$40,000      |
| Luckett Street Improvements Between Dugan and Dorchester                          |           | \$60,000    |             |           |       |       | \$60,000      |
| Sherman Armory Building Repair, Phase II                                          |           |             | \$150,000   |           |       |       | \$150,000     |
| Sherman Armory Building Repair, Phase III                                         |           |             | \$150,000   |           |       |       | \$150,000     |
| Senior Center Building Repair                                                     |           |             | \$60,000    |           |       |       | \$60,000      |
| Municipal Airport Apron Rehab                                                     |           |             | \$172,000   |           |       |       | \$172,000     |
| Municipal Airport Terminal Repair                                                 |           |             | \$60,000    |           |       |       | \$60,000      |
| Municipal Airport Hangar Roof Replacement                                         |           |             | \$180,000   |           |       |       | \$180,000     |
| Municipal Airport Hangar Taxiway Rehabilitation                                   |           |             | \$30,000    |           |       |       | \$30,000      |
| Hawn Park Field Lighting                                                          |           |             |             | \$200,000 |       |       | \$200,000     |
| Martin Luther King Park Restroom                                                  |           |             |             | \$150,000 |       |       | \$150,000     |
| Fairview Park Field Lighting                                                      |           |             |             | \$150,000 |       |       | \$150,000     |
| Hawn Skateboard Renovation - Phase II                                             |           |             |             | \$80,000  |       |       | \$80,000      |
| Ely Park Playground                                                               |           |             |             | \$80,000  |       |       | \$80,000      |
| Downtown Sidewalk Improvements                                                    |           | \$20,000    |             |           |       |       | \$20,000      |
| Total 2016-2017                                                                   | \$112,500 | \$2,855,000 | \$5,592,000 | \$660,000 | \$0   | \$0   | \$9,219,500   |

\* Bonded

**2017-2018**

|                                                                                         | Drainage           | Streets          | Facilities         | Parks            | Water      | Sewer      | Totals             |
|-----------------------------------------------------------------------------------------|--------------------|------------------|--------------------|------------------|------------|------------|--------------------|
| Southwest Fire Station                                                                  |                    |                  | \$5,200,000        |                  |            |            | * \$5,200,000      |
| Archer Drive and Westwood Street<br>Property Acquisition                                | \$1,083,750        |                  |                    |                  |            |            | \$1,083,750        |
| Cypress Grove Rd. Rebuild - Rex Cruse to Redbud -<br>Preliminary Engineering and ROW    |                    | \$200,000        |                    |                  |            |            | \$200,000          |
| Municipal Airport Runway and Taxiway Rehab                                              |                    |                  | \$402,000          |                  |            |            | \$402,000          |
| Travis Street Bridge Repair                                                             | \$180,000          |                  |                    |                  |            |            | \$180,000          |
| Bridge Erosion Repair (West McGee, Taylor St, W<br>Washington Street at Post Oak Creek) | \$143,000          |                  |                    |                  |            |            | \$143,000          |
| Thoroughfare Plan Update 3rd Quarter                                                    |                    | \$50,000         |                    |                  |            |            | \$50,000           |
| Police Station Roof Replacement                                                         |                    |                  | \$200,000          |                  |            |            | \$200,000          |
| Library Boiler/HVAC Replacement                                                         |                    |                  | \$70,000           |                  |            |            | \$70,000           |
| Municipal Airport Quonset Hangar Roof<br>Replacement                                    |                    |                  | \$50,000           |                  |            |            | \$50,000           |
| Hawn Park Pavilion                                                                      |                    |                  |                    | \$75,000         |            |            | \$75,000           |
| Rosedale Park Restroom                                                                  |                    |                  |                    | \$150,000        |            |            | \$150,000          |
| Baker Park Pavilion                                                                     |                    |                  |                    | \$75,000         |            |            | \$75,000           |
| Aerial Photographs Update                                                               |                    |                  | \$110,000          |                  |            |            | \$110,000          |
| Downtown Sidewalk Improvements                                                          |                    | \$20,000         |                    |                  |            |            | \$20,000           |
| Site 8A and Site 10A - Acquire Access Easements                                         | \$15,000           |                  |                    |                  |            |            | \$15,000           |
| <b>Total 2017-2018</b>                                                                  | <b>\$1,421,750</b> | <b>\$270,000</b> | <b>\$6,032,000</b> | <b>\$300,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$8,023,750</b> |

**2018-2019**

|                                                                                     | Drainage         | Streets            | Facilities       | Parks            | Water      | Sewer      | Totals             |
|-------------------------------------------------------------------------------------|------------------|--------------------|------------------|------------------|------------|------------|--------------------|
| Cypress Grove Rd. Rebuild - Rex Cruse to Redbud                                     |                  | \$1,430,000        |                  |                  |            |            | \$1,430,000        |
| Municipal Airport Runway Lighting Replacement                                       |                  |                    | \$384,000        |                  |            |            | \$384,000          |
| Regency Drive and W. Washington Street,<br>Property Acquisition                     | \$287,750        |                    |                  |                  |            |            | \$287,750          |
| Archer Drive Detention Pond Construction                                            | \$214,250        |                    |                  |                  |            |            | \$214,250          |
| S. Sam Rayburn Frwy and Contemporary Street<br>Property Acquisition                 | \$72,000         |                    |                  |                  |            |            | \$72,000           |
| Fallon Drive Construction - Preliminary<br>Engineering and ROW                      |                  | \$200,000          |                  |                  |            |            | \$200,000          |
| Rex Cruse Drive Rebuild - Preliminary Engineering<br>and ROW                        |                  | \$260,000          |                  |                  |            |            | \$260,000          |
| Thoroughfare Plan Update 4th Quarter                                                |                  | \$50,000           |                  |                  |            |            | \$50,000           |
| Rosedale Park Playground                                                            |                  |                    |                  | \$60,000         |            |            | \$60,000           |
| Rosedale Park Field Lighting                                                        |                  |                    |                  | \$50,000         |            |            | \$50,000           |
| Hawn Park Sprayground Expansion                                                     |                  |                    |                  | \$300,000        |            |            | \$300,000          |
| Hillcrest Park Renovation                                                           |                  |                    |                  | \$150,000        |            |            | \$150,000          |
| Bridge Erosion Repair (W Pecan St, Lamberth Rd,<br>Centennial St and Blue Flame Rd) | \$73,000         |                    |                  |                  |            |            | \$73,000           |
| Bridge Erosion Repair (Hillcrest St and N. Woods<br>St)                             | \$64,000         |                    |                  |                  |            |            | \$64,000           |
| Downtown Sidewalk Improvements                                                      |                  | \$20,000           |                  |                  |            |            | \$20,000           |
| <b>Total 2018-2019</b>                                                              | <b>\$711,000</b> | <b>\$1,960,000</b> | <b>\$384,000</b> | <b>\$560,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$3,615,000</b> |

**2019-2020**

|                                                                                    | Drainage         | Streets            | Facilities | Parks            | Water      | Sewer      | Totals             |
|------------------------------------------------------------------------------------|------------------|--------------------|------------|------------------|------------|------------|--------------------|
| Fallon Drive West Construction to U.S. Hwy 75                                      |                  | \$1,250,000        |            |                  |            |            | \$1,250,000        |
| U.S. Highway 75 Fallon Drive Ramps                                                 |                  | \$3,600,000        |            |                  |            | **         | \$3,600,000        |
| Rex Cruse Drive Rebuild                                                            |                  | \$1,860,000        |            |                  |            |            | \$1,860,000        |
| Loy Lake Road Improvements Between Texoma Parkway and Taylor Street                |                  | \$700,000          |            |                  |            |            | \$700,000          |
| Substantial Repetative Loss Property Acquisition                                   | \$163,750        |                    |            |                  |            |            | \$163,750          |
| N Sam Rayburn / N Travis St Property Acquisition                                   | \$122,500        |                    |            |                  |            |            | \$122,500          |
| Shady Oaks Drive Reconstruction Between Canyon Creek Drive and the City Limits     |                  | \$50,000           |            |                  |            |            | \$50,000           |
| Center Street Improvements Between Baker Park Drive and Herman Baker Park Entrance |                  | \$370,000          |            |                  |            |            | \$370,000          |
| Center Street Bridge Repair (at Post Oak Creek)                                    | \$185,000        |                    |            |                  |            |            | \$185,000          |
| Bridge Erosion Repair (Center St. at Sand Creek and N. Ricketts St.)               | \$57,000         |                    |            |                  |            |            | \$57,000           |
| Fairview Park Pavilions                                                            |                  |                    |            | \$50,000         |            |            | \$50,000           |
| Fairview Park Spray Ground and Splash Expansion                                    |                  |                    |            | \$500,000        |            |            | \$500,000          |
| Downtown Sidewalk Improvements                                                     |                  | \$20,000           |            |                  |            |            | \$20,000           |
| <b>Total 2019-2020</b>                                                             | <b>\$528,250</b> | <b>\$7,850,000</b> | <b>\$0</b> | <b>\$550,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$8,928,250</b> |

\*\* SEDCO Funded

|                            |                    |                     |                     |                    |            |            |                     |
|----------------------------|--------------------|---------------------|---------------------|--------------------|------------|------------|---------------------|
| <b>GENERAL GRAND TOTAL</b> | <b>\$2,953,500</b> | <b>\$15,765,000</b> | <b>\$12,123,000</b> | <b>\$2,120,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$32,961,500</b> |
|----------------------------|--------------------|---------------------|---------------------|--------------------|------------|------------|---------------------|

## UTILITY SERVICES

### 2015-2016

|                                                  | Drainage   | Streets    | Facilities | Parks      | Water               | Sewer              | Totals              |
|--------------------------------------------------|------------|------------|------------|------------|---------------------|--------------------|---------------------|
| WTP Expansion Construction                       |            |            |            |            | \$15,000,000        |                    | * \$15,000,000      |
| Southwest Elevated Storage Tank                  |            |            |            |            | \$3,300,000         |                    | * \$3,300,000       |
| Harrison Elevated Tank Painting                  |            |            |            |            | \$1,250,000         |                    | \$1,250,000         |
| Blalock Industrial Sewer Replacement             |            |            |            |            |                     | \$1,000,000        | ** \$1,000,000      |
| WTP - Sludge Dewatering Basin                    |            |            |            |            | \$350,000           |                    | \$350,000           |
| North Travis Street Water Main Replacement       |            |            |            |            | \$250,000           |                    | \$250,000           |
| U.S. Highway 75 South Water Crossing Replacement |            |            |            |            | \$175,000           |                    | \$175,000           |
| Utility Main Oversizing                          |            |            |            |            | \$25,000            | \$25,000           | \$50,000            |
| <b>TOTAL 2015-2016</b>                           | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$20,350,000</b> | <b>\$1,025,000</b> | <b>\$21,375,000</b> |

\* Bonded

\*\* SEDCO Funded

### 2016-2017

|                                                            | Drainage   | Streets    | Facilities       | Parks      | Water              | Sewer              | Totals             |
|------------------------------------------------------------|------------|------------|------------------|------------|--------------------|--------------------|--------------------|
| Brine Disposal from WTP                                    |            |            |                  |            | \$2,000,000        |                    | * \$2,000,000      |
| Ida Road Ground Storage Tank Repair and Painting           |            |            |                  |            | \$1,500,000        |                    | \$1,500,000        |
| WWTP Automated Dissolved Oxygen Control, Phase 1           |            |            |                  |            |                    | \$200,000          | * \$200,000        |
| WWTP - Nutrient Removal Preliminary Engineering            |            |            |                  |            |                    | \$1,500,000        | * \$1,500,000      |
| Laboratory Building Expansion                              |            |            | \$400,000        |            |                    |                    | \$400,000          |
| WWTP - Study Digester Upgrade and Cost Recovery (8%)       |            |            |                  |            |                    | \$220,000          | \$220,000          |
| WWTP Automated Dissolved Oxygen Control Study, Phase 2     |            |            |                  |            |                    | \$1,000,000        | \$1,000,000        |
| WWTP - Digester Firebreak and Sludge Basin Erosion Control |            |            | \$50,000         |            |                    |                    | \$50,000           |
| Texoma Parkway Sewer Replacement                           |            |            |                  |            |                    | \$200,000          | \$200,000          |
| Blanton Drive Water Main Replacement                       |            |            |                  |            | \$75,000           |                    | \$75,000           |
| Oxford Street Water Main Replacement                       |            |            |                  |            | \$100,000          |                    | \$100,000          |
| Grant Street Water Main Replacement                        |            |            |                  |            | \$100,000          |                    | \$100,000          |
| Utility Main Oversizing                                    |            |            |                  |            | \$50,000           | \$50,000           | \$100,000          |
| <b>TOTAL 2016-2017</b>                                     | <b>\$0</b> | <b>\$0</b> | <b>\$450,000</b> | <b>\$0</b> | <b>\$3,825,000</b> | <b>\$3,170,000</b> | <b>\$7,445,000</b> |

\* Bonded

### 2017-2018

|                                            | Drainage   | Streets    | Facilities       | Parks      | Water            | Sewer              | Totals             |
|--------------------------------------------|------------|------------|------------------|------------|------------------|--------------------|--------------------|
| WWTP - Nutrient Removal Process            |            |            |                  |            |                  | \$8,000,000        | * \$8,000,000      |
| WWTP Control Building Upgrade              |            |            | \$500,000        |            |                  |                    | \$500,000          |
| WWTP - Repair/Replace Perimeter Fencing    |            |            | \$100,000        |            |                  |                    | \$100,000          |
| Relief Sewer D-1                           |            |            |                  |            |                  | \$290,000          | \$290,000          |
| South Sherman Trunk Sewer                  |            |            |                  |            |                  | \$135,000          | \$135,000          |
| Texoma Parkway Water Replacement - Phase V |            |            |                  |            | \$300,000        |                    | * \$300,000        |
| Utility Main Oversizing                    |            |            |                  |            | \$50,000         | \$50,000           | \$100,000          |
| <b>TOTAL 2017-2018</b>                     | <b>\$0</b> | <b>\$0</b> | <b>\$600,000</b> | <b>\$0</b> | <b>\$350,000</b> | <b>\$8,475,000</b> | <b>\$9,425,000</b> |

\* Bonded

**2018-2019**

|                                | Drainage   | Streets    | Facilities       | Parks      | Water              | Sewer              | Totals             |
|--------------------------------|------------|------------|------------------|------------|--------------------|--------------------|--------------------|
| Fairview Elevated Tank Repair  |            |            |                  |            | \$1,250,000        |                    | \$1,250,000        |
| S.H. Highway 289 Sewerline 'C" |            |            |                  |            |                    | \$1,300,000        | ** \$1,300,000     |
| WWTP Reline Storage Basin      |            |            |                  |            |                    | \$200,000          | \$200,000          |
| WWTP Security Upgrade          |            |            | \$150,000        |            |                    |                    | \$150,000          |
| WWTP Lab Road Repair           |            |            |                  |            |                    | \$100,000          | \$100,000          |
| Utility Main Oversizing        |            |            |                  |            | \$50,000           | \$50,000           | \$100,000          |
| <b>TOTAL 2018-2019</b>         | <b>\$0</b> | <b>\$0</b> | <b>\$150,000</b> | <b>\$0</b> | <b>\$1,300,000</b> | <b>\$1,650,000</b> | <b>\$3,100,000</b> |

\* Bonded

**2019-2020**

|                                  | Drainage   | Streets    | Facilities | Parks      | Water           | Sewer            | Totals           |
|----------------------------------|------------|------------|------------|------------|-----------------|------------------|------------------|
| WWTP Demolish Sludge Drying Beds |            |            |            |            |                 | \$250,000        | \$250,000        |
| WWTP Odor Abatement Study        |            |            |            |            |                 | \$200,000        | \$200,000        |
| Utility Main Oversizing          |            |            |            |            | \$50,000        | \$50,000         | \$100,000        |
| <b>TOTAL 2019-2020</b>           | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$50,000</b> | <b>\$500,000</b> | <b>\$550,000</b> |

\*\* SEDCO Funded

|                            |            |            |                    |            |                     |                     |                     |
|----------------------------|------------|------------|--------------------|------------|---------------------|---------------------|---------------------|
| <b>UTILITY GRAND TOTAL</b> | <b>\$0</b> | <b>\$0</b> | <b>\$1,200,000</b> | <b>\$0</b> | <b>\$25,875,000</b> | <b>\$14,820,000</b> | <b>\$41,895,000</b> |
|----------------------------|------------|------------|--------------------|------------|---------------------|---------------------|---------------------|

|                  |                    |                     |                     |                    |                     |                     |                     |
|------------------|--------------------|---------------------|---------------------|--------------------|---------------------|---------------------|---------------------|
| <b>TOTAL CIP</b> | <b>\$2,953,500</b> | <b>\$15,765,000</b> | <b>\$13,323,000</b> | <b>\$2,120,000</b> | <b>\$25,875,000</b> | <b>\$14,820,000</b> | <b>\$74,856,500</b> |
|------------------|--------------------|---------------------|---------------------|--------------------|---------------------|---------------------|---------------------|



## SHERMAN CITY COUNCIL

### Agenda Communication Form

#### City Council Called Meeting

Agenda Item No. C. 2.

**Meeting Date:** 09/08/2015

**Prepared By:** Mary Lawrence, Director of Finance

**Approved By:** Robby Hefton, City Manager

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#### **Caption:**

#### **SECOND PUBLIC HEARING OF ORDINANCE NO. 5891**

Providing for the Levy of Ad Valorem Taxes for the City of Sherman, Texas, for the Tax Year 2015; Distributing the Same Among the Various Funds; Providing for a Penalty and Interest for Failure to Pay the Taxes Levied within the Time Provided by Law

#### **Issue:**

To hold the second, and final, public hearing on the Ad Valorem Tax Rate proposed for the upcoming fiscal year, as mandated by the State of Texas Truth-In-Taxation Laws

#### **Background:**

The effective tax rate is the rate that yields the same amount of revenue as the prior year on property that is taxed in both years. This year's effective tax rate is \$0.364835/\$100, with a rollback rate of \$0.385496/\$100 (adjusted for sales taxes in lieu of property taxes). The actual total tax rate of \$0.372000/\$100 valuation is the same as last year's actual rate.&np; The City will be using ad valorem taxes to pay debt service on Certificates of Obligation, so the tax rate is split between debt service, and a Maintenance & Operations (M&O) component. The debt service rate is \$0.039563/\$100 and the M&O rate will be \$0.332437/\$100.

#### **Origination:**

Director of Finance

#### **Financial Consideration:**

The proposed tax rate will generate approximately \$9.4 million in property tax revenues.

#### **Staff Recommendation:**

Based on the Budget Workshop and discussion of the draft budget, the staff recommends adoption of the tax rates as indicated above. Action requested of the City Council:

1. Hold the second public hearing on the tax rate ordinance.
2. **Announce that the City Council will consider adoption of the tax rate ordinance at the regular meeting scheduled for 5:00 p.m. on Monday, September 21, 2015, at Sherman City Hall, 220 West Mulberry Street, Sherman, Texas.**

**Alternatives:**

No other alternatives are offered at this time since publication of rates and notices have already been made to the public; and changing the proposed rates would require re-publication of notices and setting additional public hearings.

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**Attachments**

Ordinance No. 5891

Notice of Proposed Property Tax Rate

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**ORDINANCE NO. 5891**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2015; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That there be, and there is hereby, levied and shall be collected a Maintenance and Operations (M&O) ad valorem tax of \$0.332437/\$100 Dollars (\$0.332437) and a debt service ad valorem tax of \$0.039563/\$100 Dollars (\$0.039563) on all taxable property situated within the corporate limits of the City of Sherman on the first day of January, A.D., 2015, and not exempt from taxation by the constitution and laws of the State of Texas, apportioned as follows, to-wit:

FOR GENERAL FUND EXPENDITURES, \$0.332437 on each One Hundred Dollars (\$100.00) assessed valuation of such property.

FOR DEBT SERVICE EXPENDITURES, \$0.039563 on each One Hundred Dollars (\$100.00) assessed valuation of such property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.2 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$7.17.

**SECTION 2.** That a penalty shall be charged and collected from all persons who do not pay their taxes prior to the first day of February, 2015. Penalty charges shall be in accordance with the following schedule:

|                                        |     |
|----------------------------------------|-----|
| If paid in February, 2015 .....        | 6%  |
| If paid in March, 2015 .....           | 7%  |
| If paid in April, 2015 .....           | 8%  |
| If paid in May, 2015.....              | 9%  |
| If paid in June, 2015 .....            | 10% |
| If paid on or after July 1, 2015 ..... | 12% |

All delinquent taxes shall accrue interest from the date of delinquency at the rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Pursuant to Section 33.07 of the Texas Property Tax Code, an additional penalty of 15% of the amount of taxes, penalty and interest that remain due after July 1, 2016, shall be assessed to defray the cost of collection.

**SECTION 3.** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4.** That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

**INTRODUCED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**

# NOTICE OF 2015 TAX YEAR PROPOSED PROPERTY TAX RATE FOR THE CITY OF SHERMAN

A tax rate of \$.372 per \$100 valuation has been proposed for adoption by the City Council of the City of Sherman. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

|                           |            |
|---------------------------|------------|
| PROPOSED TAX RATE         | \$0.372000 |
| PRECEDING YEAR'S TAX RATE | \$0.372000 |
| EFFECTIVE TAX RATE        | \$0.364835 |
| ROLLBACK TAX RATE         | \$0.385496 |

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for the City of Sherman from the same properties in both the 2014 tax year and the 2015 tax year.

The rollback tax rate is the highest tax rate that the City of Sherman may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS  
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Mary Lawrence  
Director of Finance, City of Sherman  
405 N. Rusk St.  
Sherman, TX 75090  
903-892-7309  
[maryl@ci.sherman.tx.us](mailto:maryl@ci.sherman.tx.us)  
[www.ci.sherman.tx.us](http://www.ci.sherman.tx.us)

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 17, 2015, 5:00 pm at City Council Chambers, 220 W. Mulberry, Sherman, Texas

Second Hearing: September 8, 2015, 5:00 pm at City Council Chambers, 220 W. Mulberry, Sherman, Texas



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. C. 3.**

**Meeting Date:** 09/08/2015

**Prepared By:** Mary Lawrence, Director of Finance

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5898**

Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", at Article 13.06, entitled "Solid Waste", at Sections 13.06.005, 13.06.086, 13.06.087, and 13.06.088 to Increase Certain Solid Waste Fees

**Issue:**

Amending the Code of Ordinances to increase certain basic solid waste residential and commercial collection rates

**Background:**

As part of the budget process for fiscal year 2015-2016, the City Council approved an increase in the residential and commercial solid waste rates to help balance the Solid Waste Fund. This ordinance increases solid waste rates by about 5% overall. The rate increase will take effect October 1, 2015.

**Origination:**

City Council

**Financial Consideration:**

These rate increases are expected to generate about \$260,000 annually.

**Staff Recommendation:**

The staff recommends that the Council approve the proposed solid waste rate changes in Chapter 13 of the Code of Ordinances.

**Alternatives:**

While not recommended, the Council could choose to leave the current solid waste rates unchanged by not adopting the proposed ordinance.

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**Attachments**

Ordinance No. 5898

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## ORDINANCE NO. 5898

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", AT ARTICLE 13.06, ENTITLED "SOLID WASTE", AT SECTIONS 13.06.005, 13.06.086, 13.06.087, AND 13.06.088 TO INCREASE CERTAIN SOLID WASTE FEES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

**SECTION 1.** That Chapter 13, Article 13.06 of the Code of Ordinances of the City of Sherman, Texas, entitled "Solid Waste", be amended at Section 13.06.005 to read as follows:

### **Sec. 13.06.005 Charges for residential refuse collection**

Charges for automated residential solid waste collection shall be as follows beginning October 1, 2010 2013:

- (1) ~~Fourteen dollars and fifty cents (\$14.50)~~ Fifteen dollars and twenty cents (\$15.20) per month per family unit for curb or alley pickup.
- (2) Carry-out service shall be ~~thirty-eight dollars and forty cents (\$38.40)~~ forty dollars and thirty cents (\$40.30) per month per family unit.
- (3) If the location of garbage for carry-out service is in excess of one hundred fifty (150) feet from the curb or alley, an additional charge of ~~five dollars and twenty cents (\$5.20)~~ five dollars and fifty cents (\$5.50) per month will be made for each additional one hundred fifty (150) feet or portion thereof. "Curb" is defined as being within three (3) feet of the curblane of the street.
- (4) For multiple dwellings or apartments, with four (4) or fewer units, each family unit will be considered as a single-family residence in fixing charges for services.
- (5) Residential special refuse pickups, upon customer request, will be charged four hundred twenty dollars and no cents (\$420.00) (\$28.00/cubic yard) per fifteen (15) cubic yard load with a minimum charge of forty dollars (\$40.00). All residential customers requesting roll-off service, regardless of size container, will be required to pay the first container pull charge before the first container is placed.

- (6) For any cart in addition to the one initially provided to the automated residential solid waste customer, a charge of ~~fourteen dollars and fifty cents (\$14.50)~~ fifteen dollars and twenty cents (\$15.20) per cart, per month will be assessed.

**SECTION 2.** That Chapter 13, Article 13.06 of the Code of Ordinances of the City of Sherman, Texas, entitled "Solid Waste", be amended at Section 13.06.086 to read as follows:

**Sec. 13.06.086 Charges for standard and automated waste and recycling containers (100-gallon), commercial pickups on Saturdays**

- (a) Commercial charges for one (1) standard container, as defined in section 13.06.084, are established as follows:

| <u>Pickups Per Week</u> | <u>Monthly Charge</u> |         |
|-------------------------|-----------------------|---------|
| 1                       | <del>\$16.60</del>    | \$17.40 |
| 2                       | <del>33.20</del>      | \$34.90 |
| 3                       | <del>50.00</del>      | \$52.50 |
| 4                       | <del>66.40</del>      | \$69.70 |
| 5                       | <del>83.00</del>      | \$87.20 |

For additional standard containers over the allowable one, there will be added an additional ~~sixteen dollars and sixty cents (\$16.60)~~ seventeen dollars and forty cents (\$17.40) per container to the charges specified above.

- (b) The commercial charge for one (1) optional automated 100-gallon container, as defined in section 13.06.084, shall be ~~twenty-one dollars and fifty cents (\$21.50)~~ twenty two dollars and sixty cents (\$22.60) per month for one pickup per week. For additional 100-gallon containers over the allowable one (1), there will be added an additional ~~twenty-one dollars and fifty cents (\$21.50)~~ twenty two dollars and sixty cents (\$22.60) per container, per month to the initial charge of ~~twenty-one dollars and fifty cents (\$21.50)~~ twenty two dollars and sixty cents (\$22.60).

- (c) Commercial charges for one (1) commingled recycling container (100 gallon) are established as follows:

| <u>Monthly Rate For:</u>                            | <u>Every Other<br/>Week Collection</u> | <u>Weekly<br/>Collection</u> | <u>Each Additional<br/>Container</u> |
|-----------------------------------------------------|----------------------------------------|------------------------------|--------------------------------------|
| Governmental, Educational<br>and nonprofit agencies | \$3.34                                 | \$6.68                       | \$3.34                               |
| Commercial establishments                           | \$5.58                                 | \$11.14                      | \$3.34                               |

(d) Other charges will be based on the time required for pickup at a rate of ~~fifty-nine dollars and fifty-eight cents (\$59.58)~~ *sixty two dollars and sixty cents (\$62.60)* per hour. This provision is intended to apply to special commercial pickups upon customer request and also commercial refuse not placed in standard containers as defined in section 13.06.084.

(e) No commercial pickups will be made on Saturdays except from restaurants, food stores and food-dispensing institutions.

(f) When two (2) or more businesses are located in a single building with a single water meter, each business will be required to obtain their own solid waste service and each business will be billed independently for said waste service.

**SECTION 3.** That Chapter 13, Article 13.06 of the Code of Ordinances of the City of Sherman, Texas, entitled “Solid Waste”, be amended at Section 13.06.087 to read as follows:

**Sec. 13.06.087 Charges for commercial front-load containers**

(a) Deposits for commercial front load containers are established as follows for the collection of compacted and non-compacted waste.

| <u>Cubic Yards</u> | <u>Deposit</u> |
|--------------------|----------------|
| 2                  | \$100.00       |
| 3                  | 150.00         |
| 4                  | 175.00         |
| 6                  | 200.00         |
| 8                  | 250.00         |

(b) Monthly service charges for commercial front-load containers, as defined in section 13.06.084, are established as follows:

**WASTE COLLECTION**

| Size of Container in Cubic Yards | Monthly Service Charges per Container |    |    |    |    |    |    | Additional<br>Unscheduled<br>Pickups—Per<br>Pickup |
|----------------------------------|---------------------------------------|----|----|----|----|----|----|----------------------------------------------------|
| Non-compacted<br>Trash           | Collection Days Per Week              |    |    |    |    |    |    |                                                    |
|                                  | 1x                                    | 2x | 3x | 4x | 5x | 6x | 7x |                                                    |

|                 |                               |                               |                               |                               |                               |                               |                               |                             |
|-----------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-----------------------------|
| 2               | <del>\$ 56.00</del>           | <del>\$ 86.00</del>           | <del>\$126.00</del>           | <del>\$167.00</del>           | <del>\$207.00</del>           | <del>\$237.00</del>           | <del>\$268.00</del>           | <del>\$20.00</del>          |
|                 | 59.00                         | 90.00                         | 132.00                        | 175.00                        | 217.00                        | 249.00                        | 281.00                        | 21.00                       |
| 3               | <del>\$66.00</del>            | <del>\$116.00</del>           | <del>\$177.00</del>           | <del>\$227.00</del>           | <del>\$293.00</del>           | <del>\$343.00</del>           | <del>\$394.00</del>           | <del>\$25.00</del>          |
|                 | 69.00                         | 122.00                        | 186.00                        | 238.00                        | 308.00                        | 360.00                        | 414.00                        | 26.00                       |
| 4               | <del>\$86.00</del>            | <del>\$136.00</del>           | <del>\$217.00</del>           | <del>\$293.00</del>           | <del>\$354.00</del>           | <del>\$424.00</del>           | <del>\$500.00</del>           | <del>\$30.00</del>          |
|                 | 90.00                         | 143.00                        | 228.00                        | 308.00                        | 372.00                        | 445.00                        | 525.00                        | 32.00                       |
| 6               | <del>\$106.00</del>           | <del>\$167.00</del>           | <del>\$247.00</del>           | <del>\$333.00</del>           | <del>\$414.00</del>           | <del>\$495.00</del>           | <del>\$571.00</del>           | <del>\$40.00</del>          |
|                 | 111.00                        | 175.00                        | 259.00                        | 350.00                        | 435.00                        | 520.00                        | 600.00                        | 42.00                       |
| 8               | <del>\$126.00</del>           | <del>\$197.00</del>           | <del>\$293.00</del>           | <del>\$394.00</del>           | <del>\$484.00</del>           | <del>\$581.00</del>           | <del>\$ 662.00</del>          | <del>\$ 50.00</del>         |
|                 | 132.00                        | 207.00                        | 308.00                        | 414.00                        | 508.00                        | 610.00                        | 695.00                        | 53.00                       |
| Compacted Trash | 1x                            | 2x                            | 3x                            | 4x                            | 5x                            | 6x                            | 7x                            |                             |
| 4               | <del>\$106.00</del><br>111.00 | N/A                           | N/A                           | N/A                           | N/A                           | N/A                           | N/A                           | N/A                         |
| 6               | <del>\$116.00</del><br>122.00 | <del>\$187.00</del><br>196.00 | <del>\$268.00</del><br>281.00 | <del>\$374.00</del><br>393.00 | <del>\$455.00</del><br>478.00 | <del>\$550.00</del><br>578.00 | <del>\$641.00</del><br>673.00 | <del>\$50.00</del><br>53.00 |
| 8               | <del>\$126.00</del><br>132.00 | <del>\$217.00</del><br>228.00 | <del>\$323.00</del><br>339.00 | <del>\$434.00</del><br>456.00 | <del>\$540.00</del><br>567.00 | <del>\$641.00</del><br>673.00 | <del>\$747.00</del><br>784.00 | <del>\$60.00</del><br>63.00 |

### RECYCLING COLLECTION

| Corrugated (OCC) and Mixed Paper Recycling Service | Monthly Rate Per Container       |         |          |          |           |
|----------------------------------------------------|----------------------------------|---------|----------|----------|-----------|
|                                                    | Collections <i>Days</i> Per Week |         |          |          |           |
|                                                    | 1x                               | 2x      | 3x       | 4x       | 5x        |
| 2 yd Recycling Containers                          | \$30.00                          | N/A     | N/A      | N/A      | N/A       |
| 4 yd Recycling Containers                          | \$40.00                          | N/A     | N/A      | N/A      | N/A       |
| 8 yd Recycling Containers                          | \$61.00                          | \$91.00 | \$121.00 | \$152.00 | \$182.00  |
| With City Commercial Waste Service                 | \$40.00                          | \$61.00 | \$81.00  | \$101.00 | \$ 121.00 |
| With Multiple Waste Containers or 8 yd             | \$40.00                          | \$40.00 | \$40.00  | \$40.00  | \$40.00   |

|                          |         |         |         |          |          |
|--------------------------|---------|---------|---------|----------|----------|
| Waste Service, 5x/week   |         |         |         |          |          |
| 6 yd Recycling Compactor | \$51.00 | \$71.00 | \$91.00 | \$111.00 | \$131.00 |

(c) Optional services available for commercial front load containers are established as follows:

- |     |                                                                                         |                                                                |                        |
|-----|-----------------------------------------------------------------------------------------|----------------------------------------------------------------|------------------------|
| (1) | On-call special container service<br>(not for construction material or residential use) | 6 yds- <del>\$56/pickup</del><br>8 yds- <del>\$66/pickup</del> | 59/pickup<br>69/pickup |
| (2) | Special container delivery charge                                                       | <del>\$56.00</del>                                             | \$59.00/container      |
| (3) | Servicing containers with locks                                                         | <del>\$45.00</del> one-time charge                             | \$47.00                |
| (4) | Servicing containers with casters                                                       | <del>\$20.00/month</del>                                       | 21.00                  |

**SECTION 4.** That Chapter 13, Article 13.06 of the Code of Ordinances of the City of Sherman, Texas, entitled “Solid Waste”, be amended at Section 13.06.088 to read as follows:

**Sec. 13.06.088 Charges for commercial roll-off containers**

(a) Deposits for commercial compacted roll-off containers will be quoted on an individual basis.

(b) Deposits for commercial roll-off containers are established as follows:

| <u>Cubic Yards</u> | <u>Deposit</u> |
|--------------------|----------------|
| 20                 | \$300.00       |
| 30                 | \$350.00       |
| 40                 | \$400.00       |

(c) Deposits for commercial roll-off containers containing non-compactable waste are established as follows:

| <u>Cubic Yards</u> | <u>Deposit</u> |
|--------------------|----------------|
| 20                 | \$575.00       |
| 30                 | \$650.00       |

(d) Service charges for commercial roll-off containers are established as follows:

| <u>Open Top Container – Size in Cubic Yards</u> | <u>Pull Charge</u>  |          |
|-------------------------------------------------|---------------------|----------|
| 20 (Waste)                                      | <del>\$258.00</del> | \$271.00 |
| 30 (Waste)                                      | <del>\$338.00</del> | \$355.00 |
| 40 (Waste)                                      | <del>\$414.00</del> | \$435.00 |
| 30 (Recycle)                                    | <del>\$131.00</del> | \$138.00 |
| 40 (Recycle)                                    | <del>\$182.00</del> | \$191.00 |
| 20 (Non-compactable)                            | <del>\$490.00</del> | \$515.00 |
| 30 (Non-compactable)                            | <del>\$752.00</del> | \$790.00 |

| <u>Compacted Container – Size in Cubic Yards</u> | <u>Pull Charge</u>  |          |
|--------------------------------------------------|---------------------|----------|
| 20 (Waste)                                       | <del>\$283.00</del> | \$297.00 |
| 30 (Waste)                                       | <del>\$364.00</del> | \$382.00 |
| 35 (Waste)                                       | <del>\$414.00</del> | \$435.00 |
| 40 (Waste)                                       | <del>\$465.00</del> | \$488.00 |
| 30 (OCC Recycle)                                 | <del>\$182.00</del> | \$191.00 |
| 40 (OCC Recycle)                                 | <del>\$232.00</del> | \$244.00 |

(e) Additional charges for commercial roll-off containers are established as follows:

|     |                                                                             |                                |          |
|-----|-----------------------------------------------------------------------------|--------------------------------|----------|
| (1) | Open top container rental                                                   | \$ <del>56.00</del> /month     | \$59.00  |
| (2) | Container delivery charge                                                   | \$ <del>40.00</del> /container | \$42.00  |
| (3) | 40 yard receiver rental                                                     | \$ <del>86.00</del> /month     | \$90.00  |
| (4) | After hours pull charges (5 p.m.–7 a.m.<br>Monday-Friday; Saturday; Sunday) | \$ <del>86.00</del> /pull      | \$90.00  |
| (5) | Self-contained compactor rental                                             |                                |          |
|     | 30 Yard                                                                     | <del>\$111.00</del> /month     | \$117.00 |

35 Yard

~~\$131.00~~/month

\$138.00

- (6) Special waste. Charge will include the appropriate container pull charge as shown in the above tables, plus any additional disposal fees assessed by the landfill, and any additional hauling or documentation fees required to properly dispose of the material.
- (7) Container reset fee (due to delinquent account): \$35/occurrence.

**SECTION 5.** That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

**SECTION 6.** That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

**SECTION 7.** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 8.** That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

**INTRODUCED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY: \_\_\_\_\_  
BRANDON S. SHELBY,  
CITY ATTORNEY**



## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. C. 4.**

**Meeting Date:** 09/08/2015

**Prepared By:** Scott Shadden, Director of Developmental Services

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5900**

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automotive Repair, Tire Sales, Service and Installation and Automobile Sales and Rentals in a C-2 (General Commercial) District at 5504 Texoma Parkway, being 5.25 acres in the D.C. Shelp Survey, Abstract No. 1097 (Tareq Hama Investment LLC, Owner; Robby Mossop and SaRina Paape, Applicants); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

**Issue:**

To consider the request of Tareq Hama Investment LLC (Owner) and Robby Mossop and SaRina Paape (Applicants) concerning the property located at 5504 Texoma Parkway, being 5.25 acres in the D.C. Shelp Survey, Abstract No. 1097, for a Specific Use Permit and site plan approval to allow automotive repair, tire sales, service and installation and automobile sales and rentals in a C-2 (General Commercial) District

**Background:**

The property is located at 5504 Texoma Parkway, between Fallon Drive and F.M. 691, and was formerly Red River Auto Salvage. The property is zoned a C-2 (General Commercial) District; and the applicants would like to open an automobile repair, tire sales, service and installation and automobile sales and rentals at this location.

**Origination:**

Tareq Hama Investment LLC (Owner)  
Robby Mossop and SaRina Paape (Applicants)

**Financial Consideration:**

None

**Staff Recommendation:**

At the August 18, 2015 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit and site plan be approved subject to no wrecks, tires or parts are allowed to be stored outside.

**Alternatives:**

The City Council could deny the request.

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**Attachments**

Ordinance No. 5900

Location Map

Zoning Map

Zoning Photo

Site Plan

Elevations

P&Z Communication

Staff Review Letter

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## **ORDINANCE NO. 5900**

**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 AUTOMOTIVE REPAIR, TIRE SALES, SERVICE AND INSTALLATION AND AUTOMOBILE SALES AND RENTALS IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 5504 TEXOMA PARKWAY, BEING 5.25 ACRES IN THE D.C. SHELPS SURVEY, ABSTRACT NO. 1097 (TAREQ HAMA INVESTMENT LLC, OWNER; ROBBY MOSSOP AND SARINA PAAPE, APPLICANTS); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

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

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

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

**SECTION 1.** That, from and after the passage of this ordinance, Tareq Hama Investment LLC (Owner), Robby Mossop and SaRina Paape (Applicants) are granted a Specific Use Permit to allow automotive repair, tire sales, service and installation and automobile sales and rentals in a C-2 (General Commercial) District at 5504 Texoma Parkway, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

**ALL** that certain tract or parcel of land out of the Daniel C. Shelp Survey, Grayson County, Texas, being a part of a 33-1/3 acre tract of land conveyed by G.H. King, et ux to G.N. Baker, by deed dated February 23, 1943, of record in Volume 439, Page 544 of the Deed Records of Grayson County, Texas and being described by metes and bounds as follows:

**BEGINNING** at the Northwest corner of said 33-1/3 acre tract of land;

**THENCE** East along the North line of said 33-1/3 acre tract a distance of 1,105 feet to a stake in the West right-of-way line of U.S. Highway 75;

**THENCE** in a Southwesterly direction along the West right-of-way line of U.S. Highway 75, a distance of 259.9 feet to a stake;

**THENCE** West parallel with the North line of said 33-1/3 acre tract a distance of approximately 962.25 feet to a stake in the West line of said 33-1/3 acre tract;

**THENCE** North with the East line of said 33-1/3 acre tract a distance of 230.55 feet to the place of beginning. Being approximately **5.25 acres of land**

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed. The exterior façade is required to be masonry or equivalent on the sides of all buildings visible from the front street right-of-way unless an exception is granted.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
4. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
5. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
6. Shall comply with all EPA, City, Federal and State regulations for this use.
7. Violation of the conditions of the SUP will terminate the Specific Use Permit.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

1. Detention in accordance with City criteria is required.
2. All requirements of the floodplain ordinance shall be followed.
3. Provide one driveway. Approach shall conform to TxDOT and City of Sherman standards and a permit is required from City of Sherman Engineering Department. Any special requirements by TxDOT shall be met.
4. The location of trash receptors shall be coordinated with the Solid Waste Department (903) 892-7288.

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

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

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

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

**INTRODUCED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**



**5504 Texoma Parkway**

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas  
Developmental Services Department



NOT TO SCALE

1 in = 200 ft



# 5504 TEXOMA PKWY.





grass

grass

grass

gate  
Door

Driveway

Asphalt

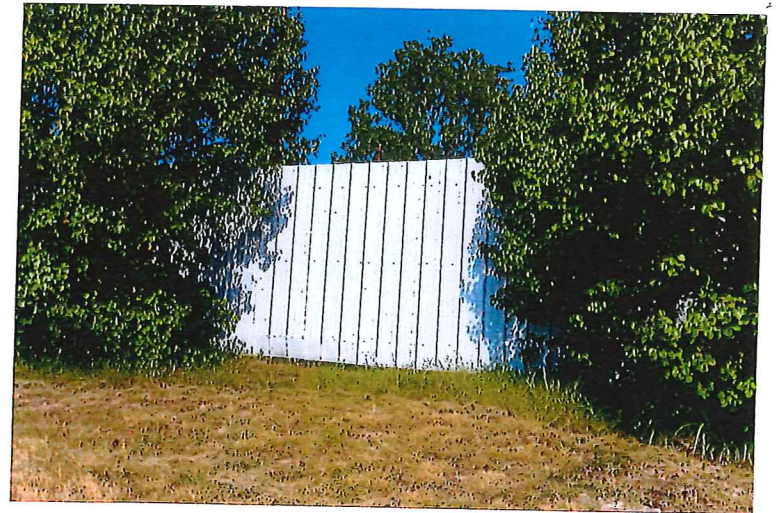
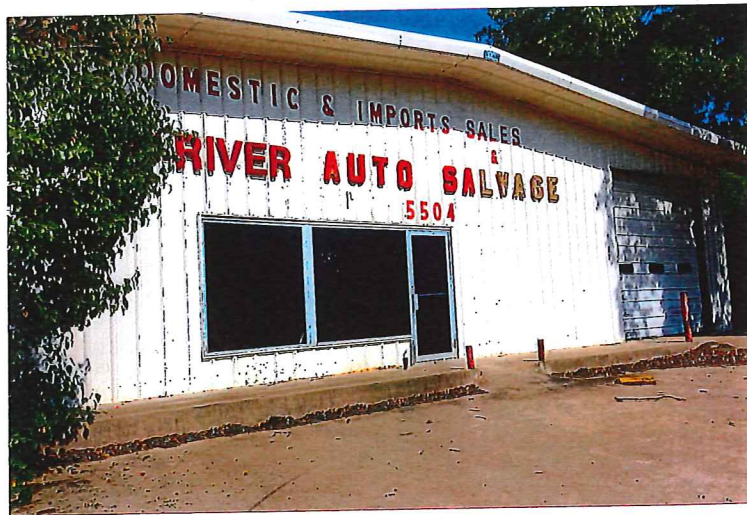
Building  
1

Building  
2

MAIN  
Building  
Retail  
Auto Repair

concrete

concrete steps





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

**Agenda Item No. 5.**

**Meeting Date:** 08/18/2015

**Prepared by:** Patsy Reeves, Developmental Services Admin Secretary  
Scott Shadden, Director of Development Services

Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Ron Barton, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

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**Requested Action/Proposed Use:**

**5504 TEXOMA PARKWAY**

The request of Tareq Hama Investment LLC (Owner), Robby Mossop and SaRina Paape (Applicants) concerning the property at 5504 Texoma Parkway, being 5.25 acres in the D.C. Shelp Survey, Abstract No. 1097, as follows;

***Planning and Zoning Commission***

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow automotive repair, tire sales, service and installation and automobile sales and rentals in a C-2 (General Commercial) District.

***Board of Adjustments***

Exception under Ordinance No. 2280, Section 6.5, Subsection (5)(d) to allow existing building finishes (metal) in lieu of the required masonry or equivalent on all sides of all buildings visible from the front street right-of-way in a C-2 (General Commercial) District.

**Background:**

The property is located at 5504 Texoma Parkway between Fallon Drive and F.M. 691 and was formerly Red River Auto Salvage. The property is zoned a C-2 (General Commercial) District and the applicants would like to open an automobile repair, tire sales, service and installation and automobile sales and rentals at this location. They are also requesting an exception to allow the existing building finishes (metal) in lieu of the required masonry or equivalent on all sides of the building visible from the front street right-of-way.

**Adjacent Zoning:**

C-2 (General Commercial) District

M-2 (Heavy Manufacturing) District

**Origination:**

Tareq Hama Investment LLC (Owner)  
Robby Mossop and SaRina Paape (Applicants)

**Master Plan Designation:**

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

**Number of notices mailed:**

4

**Objections Received:**

0

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**Attachments**

Location Map

Zoning Map

Zoning Photo

Site Plan

Elevations

Staff Review Letter

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**STAFF REVIEW LETTER**

August 12, 2015

Tareq Hama Investment LLC  
10509 Many Oaks Dr.  
Ft. Worth, TX 76140

SaRina Paape  
1523 Texoma Parkway  
Sherman, TX 75090

Robby Mossop  
1523 Texoma Parkway  
Sherman, Texas 75090

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow automotive repair, tire sales, service and installation and automobile sales and rentals in a C-2 (General Commercial) District for the property located at 5504 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, August 18, 2015 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed. The exterior façade is required to be masonry or equivalent on the sides of all buildings visible from the front street right-of-way unless an exception is granted.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
4. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
5. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts is allowed.
6. Shall comply with all EPA, City, Federal and State regulations for this use.
7. Violation of the conditions of the SUP will terminate the Specific Use Permit.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

1. Detention in accordance with City criteria is required.
2. All requirements of the floodplain ordinance shall be followed.
3. Provide one driveway. Approach shall conform to TxDOT and City of Sherman standards and a permit is required from City of Sherman Engineering Department. Any special requirements by TxDOT shall be met.
4. The location of trash receptors shall be coordinated with the Solid Waste Department (903) 892-7288.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager  
Mark Gibson, Director of Utilities  
Clint Philpott, P.E., City Engineer

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



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. C. 5.**

**Meeting Date:** 09/08/2015

**Prepared By:** Danny Jones, Fire Chief

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5899**

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 Department

**Issue:**

The City Council is required by state law to establish by ordinance the job titles and number of positions in each rank for members of the classified service in the City's Fire and Police Departments.

**Background:**

In 2011, an ordinance was passed to decrease the number of Engineer positions from twenty-seven (27) to fifteen (15) through attrition. In an effort to enhance retention by providing for advancement opportunities, staff is recommending to increase the number of Engineer positions to twenty-one (21) and decrease the number of authorized Fire Fighter positions to thirty-three (33). Staff will continue to monitor the effects of this change to ensure that the desired impacts have been realized and will propose changes, if any, in the future. The Fire Department currently has eighteen (18) Engineers and fifteen (15) allocated Engineer positions. The added Engineer positions will be filled through the regular Civil Service promotional process. There will be no change in the total number of authorized positions.

**Origination:**

City Manager Robby Hefton  
Sherman Fire Chief Danny Jones

**Financial Consideration:**

Within the Fire Department, increasing the number of Engineer positions will increase salary costs by \$14,821.55 each year.

**Staff Recommendation:**

Staff recommends adopting the proposed ordinance.

**Alternatives:**

The City Council could choose not to adopt the proposed ordinance, leaving unchanged the fire staffing adopted in 2012.

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**Attachments**

Ordinance No. 5899

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**ORDINANCE NO. 5899**

**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 DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:**

**SECTION 1.** That Chapter 9, Article 9.05 of the Code of Ordinances of the City of Sherman, be and is hereby amended at Section 9.05.026 so that such section shall read as follows:

**Sec. 9.05.026 Authorized number of positions**

The number of allocated positions for each job title in the Fire and Police Departments are set forth below in order of ranking:

(1) Fire Department

| <u>Title</u>    | <u>No. Positions</u> |
|-----------------|----------------------|
| Firefighter     | <del>39</del> 33     |
| Engineer        | <del>45</del> 21     |
| Captain         | 15                   |
| Battalion Chief | 3                    |
| Division Chief  | 4                    |
| Fire Chief      | 1                    |

~~(a) Active staffing in the “Engineer” position greater than the number allocated shall be considered overstaffed and said position shall not be filled upon the occurrence of vacancy due to promotion, demotion, attrition, termination, retirement, or any other reason.~~

~~(b) Staffing in the “Firefighter” position shall be increased with each occurrence of the number of active “Engineer” positions being eliminated~~

~~until the total number of "Engineer" positions meets the number of allocated positions set forth in Section (1) above.~~

~~(c) Once the number of active "Engineer" positions is reduced to meet the number of allocated positions set forth in Section (1) above. The number of active "Firefighter" positions shall be increased to meet the number of allocated positions set forth in Section (1) above.~~

(2) Police Department

| <u>Title</u>              | <u>No. Positions</u> |
|---------------------------|----------------------|
| Patrolman                 | 47                   |
| Corporal                  | 6                    |
| Sergeant                  | 8                    |
| Lieutenant                | 4                    |
| Assistant Chief-Appointed | 2                    |
| Chief                     | 1                    |

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

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

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

**SECTION 5.** That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given all as required by law.

**INTRODUCED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. C. 6.**

**Meeting Date:** 09/08/2015

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers: 5898, 5900 and 5899

**Issue:**

**C.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5898**

Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", at Article 13.06, entitled "Solid Waste", at Sections 13.06.005, 13.06.086, 13.06.087, and 13.06.088 to Increase Certain Solid Waste Fees

**C.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5900**

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automotive Repair, Tire Sales, Service and Installation and Automobile Sales and Rentals in a C-2 (General Commercial) District at 5504 Texoma Parkway, being 5.25 acres in the D.C. Shelp Survey, Abstract No. 1097 (Tareq Hama Investment LLC, Owner; Robby Mossop and SaRina Paape, Applicants); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

**C.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5899**

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 Department

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. C. 7.**

**Meeting Date:** 09/08/2015

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**CONSENT AGENDA**

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

**Issue:**

**D.7.      \* RESOLUTION NO. 6009**

Authorizing Execution of a Second Amendment to City Secretary Contract No. 44903 between the City of Sherman and the City of Fort Worth for Household Hazardous Waste Services

**D.8.      \* RESOLUTION NO. 6010**

Authorizing the Execution of Deeds for the Resale of Properties within the Sherman City Limits Seized for Delinquent Taxes

**D.9.      \* RESOLUTION NO. 6011**

Authorizing the Execution of Agreements with the Sherman Housing Authority, the Texoma Area Paratransit System, Inc., the Grayson County Crisis Center, the Grayson County Shelter, Inc., Child & Family Guidance Center of Texoma, Boys & Girls Club of Sherman, Inc., and MasterKey Ministries of Grayson County, Inc. for the Use of Community Development Block Grant Funds

**D.10.     \* RESOLUTION NO. 6012**

Authorizing Execution of a Developer's Agreement with Globitech Incorporated for Construction of Public Facilities in the City of Sherman

**D.11.     \* RESOLUTION NO. 6013**

Authorizing Execution of a Contract with Weisinger Incorporated for the Repair of the Lake Texoma City of Sherman Pump No. 2

**D.12.     \* RESOLUTION NO. 6014**

Amending the 2014-2015 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2014, through September 30, 2015

**D.13.     \* RESOLUTION NO. 6015**

Adopting an Investment Policy for the City of Sherman

**D.14.     \* RESOLUTION NO. 6016**

Naming Authorized Representatives to Invest City of Sherman Funds with Investors  
Brokerage of Texas, LTD. (IBOT)

**E.2.       \* OTHER BUSINESS**

Consider Request of the Sherman Independent School District and the Sherman High School  
Student Council to Temporarily Close Certain Streets for the "2015 Sherman High School  
Homecoming Parade" on Monday, September 28, 2015

**E.3.       \* OTHER BUSINESS**

Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close  
Certain Streets for the "Stroll on the Square" on Saturday, October 10, 2015

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## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. D. 1.**

**Meeting Date:** 09/08/2015

**Prepared By:** Don Keene, Director of Administration and Finance

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**RESOLUTION NO. 6004**

Revoking and Replacing Resolution No. 5962; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Police Officers; Providing for an Effective Date

**Issue:**

The City Council is required by state law to establish salary structures and incentive/certification pay schedules for members of the classified service.

**Background:**

The City Council has authorized base salary, certification and incentive pay for certain positions within the Police and Fire Departments. This resolution implements pay increases for fiscal year (FY) 2015-2016.

**Origination:**

City Council

**Financial Consideration:**

Funds are available in the 2015-2016 budget for these pay amounts for Police and Fire Department personnel.

**Staff Recommendation:**

Staff recommends approval of the resolution.

**Alternatives:**

The City Council could choose not to approve the resolution, leaving unchanged the fire and police pay schedules adopted in April 2015 by Resolution No. 5962.

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**Attachments**

Resolution No. 6004

Resolution No. 5962

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**RESOLUTION NO. 6004**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 5962; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; 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 Resolution No. 5962, passed and approved on the 20<sup>th</sup> day of April, 2015, is hereby revoked.

**SECTION 2.** That, from and after the effective date of the 1<sup>st</sup> day of October, 2015, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

| <b>CLASSIFICATION</b>  | <b>MONTHLY<br/>BASE SALARY</b> | <b>MONTHLY<br/>SENIORITY PAY</b> | <b>TOTAL</b> |
|------------------------|--------------------------------|----------------------------------|--------------|
| <b>FIREFIGHTER</b>     |                                |                                  |              |
| Entry                  | \$3,666.80                     | N/A                              | \$3,666.80   |
| 1 Year                 | \$3,666.80                     | \$ 377.62                        | \$4,044.42   |
| 2 Year                 | \$3,666.80                     | \$ 433.58                        | \$4,100.38   |
| 3 Year                 | \$3,666.80                     | \$ 489.35                        | \$4,156.15   |
| 4 Year                 | \$3,666.80                     | \$ 540.84                        | \$4,207.64   |
| 5 Year                 | \$3,666.80                     | \$ 662.53                        | \$4,329.33   |
| <b>ENGINEER</b>        |                                |                                  |              |
| Entry                  | \$4,536.49                     | N/A                              | \$4,536.49   |
| 1 Year                 | \$4,536.49                     | \$ 48.67                         | \$4,585.16   |
| 2 Year                 | \$4,536.49                     | \$ 98.18                         | \$4,634.67   |
| <b>CAPTAIN</b>         |                                |                                  |              |
| Entry                  | \$4,915.11                     | N/A                              | \$4,915.11   |
| 1 Year                 | \$4,915.11                     | \$ 79.79                         | \$4,994.90   |
| <b>BATTALION CHIEF</b> |                                |                                  |              |
| Entry                  | \$5,606.08                     | N/A                              | \$5,606.08   |
| 1 Year                 | \$5,606.08                     | \$ 102.67                        | \$5,708.75   |

|                       |                                |                                  |              |
|-----------------------|--------------------------------|----------------------------------|--------------|
| DIVISION CHIEF        | \$6,523.08                     | N/A                              | \$6,523.08   |
| <b>CLASSIFICATION</b> | <b>MONTHLY<br/>BASE SALARY</b> | <b>MONTHLY<br/>SENIORITY PAY</b> | <b>TOTAL</b> |
| PATROLMAN             |                                |                                  |              |
| Entry – Non-Certified | \$3,563.13                     | N/A                              | \$3,563.13   |
| Entry – Certified     | \$3,880.00                     | N/A                              | \$3,880.00   |
| 1 Year                | \$3,880.00                     | \$ 48.73                         | \$3,928.73   |
| 2 Year                | \$3,880.00                     | \$ 163.22                        | \$4,043.22   |
| 3 Year                | \$3,880.00                     | \$ 648.36                        | \$4,528.36   |
| 4 Year                | \$3,880.00                     | \$ 716.28                        | \$4,596.28   |
| 5 Year                | \$3,880.00                     | \$ 785.28                        | \$4,665.28   |
| 10 Year               | \$3,880.00                     | \$ 887.58                        | \$4,767.58   |
| 20 Year               | \$3,880.00                     | \$ 989.68                        | \$4,869.68   |
| CORPORAL              |                                |                                  |              |
| Entry                 | \$4,916.44                     | N/A                              | \$4,916.44   |
| 1 Year                | \$4,916.44                     | \$ 96.36                         | \$5,012.80   |
| SERGEANT              |                                |                                  |              |
| Entry                 | \$5,550.00                     | N/A                              | \$5,550.00   |
| 1 Year                | \$5,550.00                     | \$ 100.00                        | \$5,650.00   |
| LIEUTENANT            | \$6,125.00                     | N/A                              | \$6,125.00   |
| ASSISTANT CHIEF       | \$6,833.33                     | N/A                              | \$6,833.33   |

**SECTION 3.** That, from and after the effective date of the 1<sup>st</sup> day of October, 2015, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.
- (b) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (c) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive \$218.40 per month Incentive/Certification Pay.

- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive \$318.40 per month Incentive/Certification Pay.
- (e) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Fire Protection Personnel Standards and Education Certification achieved.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.
- (g) Each employee who holds an Associates Degree from an accredited college or university shall receive \$75.00 per month Education Incentive Pay.
- (h) Each employee who holds a Bachelors Degree from an accredited college or university shall receive \$175.00 per month Education Incentive Pay.
- (i) Each employee who holds a Masters Degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

**SECTION 4.** That, from and after the effective date of the 1<sup>st</sup> day of October, 2015, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
- (b) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.
- (c) Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.
- (d) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
- (e) Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.

- (g) Each employee who holds an Associates Degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
- (h) Each employee who holds a Bachelors Degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (i) Each employee who holds a Masters Degree from an accredited college or university shall receive \$500.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

**SECTION 5.** Eligible pay types are authorized by the City Council below for patrolmen and Firefighters.

(a) Seniority Pay – Lateral Entry (prior Police Experience):

1. Seniority Pay is authorized by Chapter 143.04 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after February 17, 2014 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a two-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the number of years of prior qualified service as of the last date applications are accepted.
  - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.
  - ii. Lateral entry patrolmen who have at least three (3) years of prior qualified service will start at three (3) years of service according to the Sherman Police Department pay schedule.

iii. Previous Sherman Police Patrolmen who are reappointed as patrolmen will be placed in the same salary step that they held at the time of their separation unless the applicant for reappointment separated employment while at a classification higher than patrolman. If the applicant for reappointment separated from service with the Sherman Police Department while at a classification higher than patrolman, then the reappointed patrolman's pay shall correspond with the reappointed patrolman's total prior service years but shall not exceed the top pay of the patrolman classification.

4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Department seniority for lateral patrolmen and reappointed patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department.
5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.

(b) Seniority Pay – Lateral Entry (prior Fire Experience):

1. Seniority Pay is authorized by Chapter 143.041(c)(1) of the Texas Local Government Code.
2. Applicants for firefighter positions who are hired after July 1, 2015 shall be eligible for Special Longevity pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified firefighter as approved by the Fire Chief. A lateral entry applicant shall not have more than one year break in service from the time the applicant left employment as a certified firefighter as of the last date applications are accepted.

3. Starting Pay: The starting pay for a lateral entry firefighter with prior qualifying firefighting experience will be determined based on the number of years of prior qualified service as of the last date applications are accepted.
  - i. Lateral entry firefighters who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Fire Department pay schedule.
  - ii. Lateral entry firefighters who have at least three (3) years of prior qualified service will start at three (3) years of service according to the Sherman Fire Department pay schedule.
4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-Section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior fire work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Departmental seniority for lateral entry firefighters will begin on their most recent Civil Service hire date with the Sherman Fire Department.
5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by fire department policies and Local Civil Service Commission Rules and Regulations. The Fire Chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least two (2) years of prior qualified service will be increased to two (2) years of service according to the Sherman Fire Department pay schedule.
8. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least three (3) years of prior qualified service will be increased to three (3) years of service according to the Sherman Fire Department pay schedule.

**SECTION 6.** Detailed rules and regulations for qualifying standards, eligibility and administration of such pay types may be stated within the City and/or Police Department policies and/or Fire Department policies, and/or Local Civil Service Commission Rules and Regulations. Such policies are subject to change as needed and approved by the City Manager for purposes of City policies or by the Chief of Police for purposes for Police Department policies, by the Fire Chief for purposes of Fire Department policies, or by the Local Civil Service Commission for the purposes of Local Civil Service Commission Rules and Regulations.

**SECTION 7.** That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**

**RESOLUTION NO. 5962**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 5878; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR SOME NEWLY HIRED FIREFIGHTERS; PROVIDING FOR AN EFFECTIVE DATE; 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 Resolution No. 5878, passed and approved on the 2<sup>nd</sup> day of September 2, 2014, is hereby revoked.

**SECTION 2.** That, from and after the effective date of the 1<sup>st</sup> day of October, 2014, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and Sherman Police Department:

| <b>CLASSIFICATION</b>  | <b>MONTHLY<br/>BASE SALARY</b> | <b>MONTHLY<br/>SENIORITY PAY</b> | <b>TOTAL</b> |
|------------------------|--------------------------------|----------------------------------|--------------|
| <b>FIREFIGHTER</b>     |                                |                                  |              |
| Entry                  | \$3,295.80                     | N/A                              | \$3,295.80   |
| 1 Year                 | \$3,295.80                     | \$366.22                         | \$3,662.02   |
| 2 Year                 | \$3,295.80                     | \$419.08                         | \$3,714.88   |
| 3 Year                 | \$3,295.80                     | \$472.76                         | \$3,768.56   |
| 4 Year                 | \$3,295.80                     | \$527.24                         | \$3,823.04   |
| 5 Year                 | \$3,295.80                     | \$582.54                         | \$3,878.34   |
| <b>ENGINEER</b>        |                                |                                  |              |
| Entry                  | \$3,982.44                     | N/A                              | \$3,982.44   |
| 1 Year                 | \$3,982.44                     | \$57.72                          | \$4,040.16   |
| 2 Year                 | \$3,982.44                     | \$116.26                         | \$4,098.70   |
| <b>CAPTAIN</b>         |                                |                                  |              |
| Entry                  | \$4,348.64                     | N/A                              | \$4,348.64   |
| 1 Year                 | \$4,348.64                     | \$63.22                          | \$4,411.86   |
| <b>BATTALION CHIEF</b> |                                |                                  |              |
| Entry                  | \$4,669.06                     | \$352.00                         | \$5,021.06   |
| 1 Year                 | \$4,669.06                     | \$442.66                         | \$5,111.72   |

|                       |            |          |            |
|-----------------------|------------|----------|------------|
| DIVISION CHIEF        | \$5,182.10 | \$805.98 | \$5,988.08 |
| PATROLMAN             |            |          |            |
| Entry – Non-Certified | \$3,489.84 | N/A      | \$3,489.84 |
| Entry – Certified     | \$3,800.00 | N/A      | \$3,800.00 |
| 1 Year                | \$3,800.00 | \$47.92  | \$3,847.92 |
| 2 Year                | \$3,800.00 | \$160.06 | \$3,960.06 |
| 3 Year                | \$3,800.00 | \$635.22 | \$4,435.22 |
| 4 Year                | \$3,800.00 | \$701.74 | \$4,501.74 |
| 5 Year                | \$3,800.00 | \$769.32 | \$4,569.32 |
| 10 Year               | \$3,800.00 | \$869.52 | \$4,669.52 |
| 20 Year               | \$3,800.00 | \$969.52 | \$4,769.52 |
| CORPORAL              |            |          |            |
| Entry                 | \$4,815.32 | N/A      | \$4,815.32 |
| 1 Year                | \$4,815.32 | \$94.38  | \$4,909.70 |
| SERGEANT              |            |          |            |
| Entry                 | \$5,035.31 | \$211.19 | \$5,246.50 |
| 1 Year                | \$5,035.31 | \$311.91 | \$5,347.22 |
| 2 Year                | \$5,035.31 | \$414.59 | \$5,449.90 |
| LIEUTENANT            |            |          |            |
| Entry                 | \$5,401.52 | \$158.42 | \$5,559.94 |
| 1 Year                | \$5,401.52 | \$266.48 | \$5,668.00 |
| ASSISTANT CHIEF       |            |          |            |
| Entry                 | \$5,676.20 | \$527.98 | \$6,204.18 |
| 1 Year                | \$5,676.20 | \$641.52 | \$6,317.72 |

**SECTION 3.** That, from and after the effective date of the 1<sup>st</sup> day of October, 2014, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meet the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive \$375.00 per month Incentive/Certification Pay.
- (b) Each employee who is certified by the Texas Commission on Fire Protection as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.

- (c) Each employee who is certified by the Texas Commission on Fire Protection as an Advanced Firefighter shall receive \$218.40 per month Incentive/Certification Pay.
- (d) Each employee who is certified by the Texas Commission on Fire Protection as a Master Firefighter shall receive \$318.40 per month Incentive/Certification Pay.
- (e) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Fire Protection Certification achieved.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.
- (g) Each employee who holds an Associates Degree from an accredited college or university shall receive \$75.00 per month Education Incentive Pay.
- (h) Each employee who holds a Bachelors Degree from an accredited college or university shall receive \$175.00 per month Education Incentive Pay.
- (i) Each employee who holds a Masters Degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

**SECTION 4.** That, from and after the effective date of the 1<sup>st</sup> day of October 2014, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Each employee certified by the Texas Commission on Law Enforcement as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
- (b) Each employee certified by the Texas Commission on Law Enforcement as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.
- (c) Each employee certified by the Texas Commission on Law Enforcement as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.
- (d) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Certification achieved.
- (e) Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief shall receive \$100.00 per month Incentive/Certification Pay.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.

- (g) Each employee who holds an Associates Degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
- (h) Each employee who holds a Bachelors Degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (i) Each employee who holds a Masters Degree from an accredited college or university shall receive \$500.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

**SECTION 5.** Eligible pay types are authorized by the City Council below for Patrolmen and Firefighters:

(a) Seniority Pay – Lateral Entry (prior Police Experience):

1. Seniority Pay is authorized by Chapter 143.04 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after February 17, 2014 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a two-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the number of years of prior qualified service as of the last date applications are accepted.
  - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.
  - ii. Lateral entry patrolmen who have at least three (3) year of prior qualified service will start at three (3) years of service according to the Sherman Police Department pay schedule.
  - iii. Previous Sherman Police Patrolmen who are reappointed as patrolmen will be placed in the same salary step that they held at the time of their separation unless the applicant for reappointment

separated employment while at a classification higher than patrolman. If the applicant for reappointment separated from service with the Sherman Police Department while at a classification higher than patrolman, then the reappointed patrolman's pay shall correspond with the reappointed patrolman's total prior service years but shall not exceed the top pay of the patrolman classification.

4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Departmental seniority for lateral patrolmen and reappointed patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department.
  5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
  6. Longevity Pay: Sworn Police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
- (b) Seniority Pay – Lateral Entry (prior Fire Experience):
1. Seniority Pay is authorized by Chapter 143.041(c)(1) of the Texas Local Government Code.
  2. Applicants for firefighter positions who are hired after July 1, 2015 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified firefighter as approved by the Fire Chief. A lateral entry applicant shall not have more than one year break in service from the time the applicant left employment as a certified firefighter as of the last date applications are accepted.
  3. Starting Pay: The starting pay for lateral entry firefighter with prior qualifying firefighting experience will be determined based on the number of years of prior qualified service as of the last date applications are accepted.

- i. Lateral entry firefighter who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Fire Department pay schedule.
  - ii. Lateral entry firefighter who have at least three (3) years of prior qualified service will start at three (3) years of service according to the Sherman Fire Department pay schedule.
4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-Section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior fire work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Departmental seniority for lateral firefighter will begin on their most recent Civil Service hire date with the Sherman Fire Department.
5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by fire department policies and Local Civil Service Commission Rules and Regulations. The Fire chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighter, hired prior to the adoption date of this Resolution who have at least two (2) years of prior qualified service will be increased to two (2) years of service according to the Sherman Fire Department pay schedule.
8. Base pay for incumbent firefighter, hired prior to the adoption date of this Resolution who have at least three (3) years of prior qualified service will be increased to three (3) years of service according to the Sherman Fire Department pay schedule.

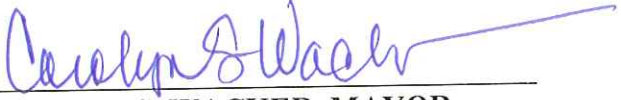
**SECTION 6.** Detailed rules and regulations for qualifying standards, eligibility and administration of such pay types may be stated within the City and/or Police Department policies and/or Fire Department policies, and/or Local Civil Service Commission Rules and Regulations. Such policies are subject to change as needed and approved by the City Manager for purposes of City policies or by the Chief of Police for purposes of Police Department policies, by the Fire

Chief for purposes of Fire Department policies, or by the Local Civil Service Commission for the purposes of Local Civil Service Commission Rules and Regulations.

**SECTION 7.** 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 20th day of April, 2015.

**CITY OF SHERMAN, TEXAS**

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

**ATTEST:**

BY:   
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. D. 2.**

**Meeting Date:** 09/08/2015

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**RESOLUTION NO. 6005**

Naming the Municipal Park Surrounding the Sherman Municipal Building/Kidd-Key Auditorium as "Lucy Kidd-Key Park"

**Issue:**

The naming of the park property upon which sits the Sherman Municipal Building/Kidd-Key Auditorium as "Lucy Kidd-Key Park".

**Background:**

Mrs. Lucy Ann Thornton Kidd-Key (1839-1916) played a very important role in the history of Sherman. It is proposed that the municipal grounds be named "Lucy Kidd-Key Park" in her memory.

**Origination:**

Mayor Carolyn S. Wacker

**Financial Consideration:**

Minor costs for signage designating the "Lucy Kidd-Key Park"

**Staff Recommendation:**

Staff recommends approval of the naming of "Lucy Kidd-Key Park".

**Alternatives:**

None recommended

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**Attachments**

Resolution No. 6005

Exhibit "A" - Map of "Lucy Kidd-Key Park"

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## **RESOLUTION NO. 6005**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, NAMING THE MUNICIPAL PARK SURROUNDING THE SHERMAN MUNICIPAL BUILDING/KIDD-KEY AUDITORIUM AS “LUCY KIDD-KEY PARK”; 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**, Lucy Ann Thornton Kidd-Key (1839-1916) was administrator of the North Texas Female College in Sherman, Texas, during the period of September 1888 until her passing in September 1916; and

**WHEREAS**, the college had been closed for two years when Mrs. Kidd-Key arrived; and she spent the first couple of months traveling in Texas and Indian Territory, canvassing at Methodist conferences for money and students; and

**WHEREAS**, the college had no endowment and its later record of financial stability reflected Mrs. Kidd-Key’s astute management; and

**WHEREAS**, she opened the North Texas Female College with 100 students and watched the enrollment grow to a peak of 521 in 1908; and

**WHEREAS**, in her second year of office, the college was able to purchase property adjoining the campus, thus beginning an extensive building and expansion program that continued throughout her tenure; and

**WHEREAS**, under Mrs. Kidd-Key’s direction, the North Texas Female College became the most renowned women's college in the Southwest, noted especially for its curriculum in the fine arts; and

**WHEREAS**, Mrs. Kidd-Key so expanded the music department that by 1893 the school had become North Texas Female College and Kidd-Key Conservatory of Music; and she traveled extensively in Europe and the United States to recruit distinguished musicians for the faculty; and

**WHEREAS**, Mrs. Kidd-Key continued to direct the college until her death; and the institution was renamed Kidd-Key College in her honor three years later (Texas State Historical Association, “Kidd-Key, Lucy Ann Thornton”, <https://tshaonline.org/handbook/online/articles/fki04>); and

**WHEREAS**, the legacy of music education and the footprint of the College’s buildings continue to influence Sherman’s rich cultural heritage and unique identity as a city of arts and learning; and

**WHEREAS**, the City Council of the City of Sherman, Texas, recognizes the important role that Mrs. Lucy Ann Thornton Kidd-Key played in Sherman's history;

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

**SECTION 1.** That the City of Sherman municipal park, being the real property that surrounds the Sherman Municipal Building/Kidd-Key Auditorium, shall be known from this day forward as "Lucy Kidd-Key Park", said property being described as that tract of land bordered on the north by Mulberry Street, on the east by Elm Street, on the south by Pecan Street, and on the west by Rusk Street, and further identified on the attached Exhibit "A".

**SECTION 2.** That the City of Sherman's Director of Public Works and Engineering shall be and is hereby authorized to erect such signage as shall be necessary and appropriate for the identification of "Lucy Kidd-Key Park".

**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 \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**

EXHIBIT "A"



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

**Sherman**  
ENGINEERING DEPT.  
220 W. MULBERRY  
SHERMAN, TX 75090

## Lucy Kidd-Key Park

1 in = 80 ft





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. D. 3.**

**Meeting Date:** 09/08/2015

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

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**RESOLUTION NO. 6003**

Approving and Adopting a Five-Year Capital Improvement Program for the City of Sherman, Texas

**Issue:**

To approve and adopt the City of Sherman's Capital Improvement Program 2015-2020

**Background:**

Article V, Section 10 of the City Charter requires that the City Council, by resolution, adopt a Capital Improvement Program. As required, before consideration of the resolution, the City published a summary of the program and gave notice of a public hearing in a newspaper of general circulation in the City.

**Origination:**

Department of Engineering

**Financial Consideration:**

The first year of the CIP projects for the General CIP and the Utility CIP were funded through the fiscal year (FY) 2015-16 budget adopted by the Council at the August 3, 2015 Council meeting. The total estimated project costs for all five years are reflected in the table below, and total about \$75 million.

|                             |                     |
|-----------------------------|---------------------|
| General Fund                | \$32,961,500        |
| Utility Fund                | <u>\$41,895,000</u> |
| Total Funding for 2015-2020 | \$74,856,500        |

**Staff Recommendation:**

The staff recommends approval of this item following the public hearing being conducted under Item C.1 on this agenda.

**Alternatives:**

Those as may be directed by the City Council

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**Attachments**

Resolution No. 6003

CIP Summary

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**RESOLUTION NO. 6003**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the City Council is charged with providing a five year capital improvement program for the City of Sherman, pursuant to Article V of the Charter of said City and;

**WHEREAS**, the City Manager has provided to the City Council such a program in a timely fashion; and

**WHEREAS**, the City Council met to review said plan on the 3<sup>rd</sup> day of August, 2015, at a regular City Council meeting;

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

**SECTION 1.** That the Five-Year Capital Improvement Program, attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, be and the same is hereby in all things approved and adopted as the Capital Improvement Program of the City of Sherman, Texas.

**SECTION 2.** That the effective date of this resolution shall be the 8<sup>th</sup> day of September, 2015.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_

**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_

**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON SHELBY,**  
**CITY ATTORNEY**

# GENERAL SERVICES

## 2015 - 2016

|                                                            | Drainage  | Streets     | Facilities | Parks    | Water | Sewer | Totals           |
|------------------------------------------------------------|-----------|-------------|------------|----------|-------|-------|------------------|
| Loy Lake Road Construction (US Hwy 82 to Sara Swamy Drive) |           | \$2,540,000 |            |          |       |       | **** \$2,540,000 |
| Grand Avenue Pedestrian Improvements                       |           | \$60,000    |            |          |       |       | \$60,000         |
| Ellsworth Branch Flood Study                               | \$30,000  |             |            |          |       |       | \$30,000         |
| Floodplain Property Acquisition                            | \$150,000 |             |            |          |       |       | \$150,000        |
| Subdivision Ordinance Update                               |           | \$60,000    |            |          |       |       | \$60,000         |
| Downtown Streetscape, Phase II                             |           | \$150,000   |            |          |       |       | *** \$150,000    |
| Communication Center Relocation                            |           |             | \$40,000   |          |       |       | \$40,000         |
| Police Department Basement Renovation                      |           |             | \$25,000   |          |       |       | \$25,000         |
| Fire Station #3 Building Repair                            |           |             | \$50,000   |          |       |       | \$50,000         |
| Fairview Park Tot Playground                               |           |             |            | \$50,000 |       |       | \$50,000         |
| Downtown Sidewalk Improvements                             |           | \$20,000    |            |          |       |       | **** \$20,000    |
| Total 2015-2016                                            | \$180,000 | \$2,830,000 | \$115,000  | \$50,000 | \$0   | \$0   | \$3,175,000      |

\*\*\* TAP Grant

\*\*\*\* TIF

## 2016-2017

|                                                                                   | Drainage  | Streets     | Facilities  | Parks     | Water | Sewer | Totals        |
|-----------------------------------------------------------------------------------|-----------|-------------|-------------|-----------|-------|-------|---------------|
| Northeast Fire Station Site                                                       |           |             | \$3,500,000 |           |       |       | * \$3,500,000 |
| FM 1417 Street Improvements between SH 56 and US Hwy 82 - Preliminary Engineering |           | \$1,500,000 |             |           |       |       | \$1,500,000   |
| Travis Street Property Acquisition                                                |           | \$275,000   |             |           |       |       | \$275,000     |
| Starlight Alley Rebuild                                                           |           | \$700,000   |             |           |       |       | \$700,000     |
| Northside Fire Station 5 Renovation                                               |           |             | \$300,000   |           |       |       | \$300,000     |
| Sherman Armory Building Repair, Phase I                                           |           |             | \$300,000   |           |       |       | \$300,000     |
| Northside Station 5 Driveway and Parking Lot                                      |           |             | \$70,000    |           |       |       | \$70,000      |
| Storm Water Utility Fee Study                                                     | \$112,500 |             |             |           |       |       | \$112,500     |
| Canyon Creek Drive Improvements Between FM 1417 and Silverado Trail               |           | \$250,000   |             |           |       |       | \$250,000     |
| Thoroughfare Plan Update 2nd Quarter                                              |           | \$50,000    |             |           |       |       | \$50,000      |
| Library Upper Roof Replacement                                                    |           |             | \$380,000   |           |       |       | \$380,000     |
| Fire Station 1, New Roof                                                          |           |             | \$200,000   |           |       |       | \$200,000     |
| Police Department Front Remodel                                                   |           |             | \$40,000    |           |       |       | \$40,000      |
| Luckett Street Improvements Between Dugan and Dorchester                          |           | \$60,000    |             |           |       |       | \$60,000      |
| Sherman Armory Building Repair, Phase II                                          |           |             | \$150,000   |           |       |       | \$150,000     |
| Sherman Armory Building Repair, Phase III                                         |           |             | \$150,000   |           |       |       | \$150,000     |
| Senior Center Building Repair                                                     |           |             | \$60,000    |           |       |       | \$60,000      |
| Municipal Airport Apron Rehab                                                     |           |             | \$172,000   |           |       |       | \$172,000     |
| Municipal Airport Terminal Repair                                                 |           |             | \$60,000    |           |       |       | \$60,000      |
| Municipal Airport Hangar Roof Replacement                                         |           |             | \$180,000   |           |       |       | \$180,000     |
| Municipal Airport Hangar Taxiway Rehabilitation                                   |           |             | \$30,000    |           |       |       | \$30,000      |
| Hawn Park Field Lighting                                                          |           |             |             | \$200,000 |       |       | \$200,000     |
| Martin Luther King Park Restroom                                                  |           |             |             | \$150,000 |       |       | \$150,000     |
| Fairview Park Field Lighting                                                      |           |             |             | \$150,000 |       |       | \$150,000     |
| Hawn Skateboard Renovation - Phase II                                             |           |             |             | \$80,000  |       |       | \$80,000      |
| Ely Park Playground                                                               |           |             |             | \$80,000  |       |       | \$80,000      |
| Downtown Sidewalk Improvements                                                    |           | \$20,000    |             |           |       |       | \$20,000      |
| Total 2016-2017                                                                   | \$112,500 | \$2,855,000 | \$5,592,000 | \$660,000 | \$0   | \$0   | \$9,219,500   |

\* Bonded

**2017-2018**

|                                                                                         | Drainage           | Streets          | Facilities         | Parks            | Water      | Sewer      | Totals             |
|-----------------------------------------------------------------------------------------|--------------------|------------------|--------------------|------------------|------------|------------|--------------------|
| Southwest Fire Station                                                                  |                    |                  | \$5,200,000        |                  |            |            | * \$5,200,000      |
| Archer Drive and Westwood Street<br>Property Acquisition                                | \$1,083,750        |                  |                    |                  |            |            | \$1,083,750        |
| Cypress Grove Rd. Rebuild - Rex Cruse to Redbud -<br>Preliminary Engineering and ROW    |                    | \$200,000        |                    |                  |            |            | \$200,000          |
| Municipal Airport Runway and Taxiway Rehab                                              |                    |                  | \$402,000          |                  |            |            | \$402,000          |
| Travis Street Bridge Repair                                                             | \$180,000          |                  |                    |                  |            |            | \$180,000          |
| Bridge Erosion Repair (West McGee, Taylor St, W<br>Washington Street at Post Oak Creek) | \$143,000          |                  |                    |                  |            |            | \$143,000          |
| Thoroughfare Plan Update 3rd Quarter                                                    |                    | \$50,000         |                    |                  |            |            | \$50,000           |
| Police Station Roof Replacement                                                         |                    |                  | \$200,000          |                  |            |            | \$200,000          |
| Library Boiler/HVAC Replacement                                                         |                    |                  | \$70,000           |                  |            |            | \$70,000           |
| Municipal Airport Quonset Hangar Roof<br>Replacement                                    |                    |                  | \$50,000           |                  |            |            | \$50,000           |
| Hawn Park Pavilion                                                                      |                    |                  |                    | \$75,000         |            |            | \$75,000           |
| Rosedale Park Restroom                                                                  |                    |                  |                    | \$150,000        |            |            | \$150,000          |
| Baker Park Pavilion                                                                     |                    |                  |                    | \$75,000         |            |            | \$75,000           |
| Aerial Photographs Update                                                               |                    |                  | \$110,000          |                  |            |            | \$110,000          |
| Downtown Sidewalk Improvements                                                          |                    | \$20,000         |                    |                  |            |            | \$20,000           |
| Site 8A and Site 10A - Acquire Access Easements                                         | \$15,000           |                  |                    |                  |            |            | \$15,000           |
| <b>Total 2017-2018</b>                                                                  | <b>\$1,421,750</b> | <b>\$270,000</b> | <b>\$6,032,000</b> | <b>\$300,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$8,023,750</b> |

**2018-2019**

|                                                                                     | Drainage         | Streets            | Facilities       | Parks            | Water      | Sewer      | Totals             |
|-------------------------------------------------------------------------------------|------------------|--------------------|------------------|------------------|------------|------------|--------------------|
| Cypress Grove Rd. Rebuild - Rex Cruse to Redbud                                     |                  | \$1,430,000        |                  |                  |            |            | \$1,430,000        |
| Municipal Airport Runway Lighting Replacement                                       |                  |                    | \$384,000        |                  |            |            | \$384,000          |
| Regency Drive and W. Washington Street,<br>Property Acquisition                     | \$287,750        |                    |                  |                  |            |            | \$287,750          |
| Archer Drive Detention Pond Construction                                            | \$214,250        |                    |                  |                  |            |            | \$214,250          |
| S. Sam Rayburn Frwy and Contemporary Street<br>Property Acquisition                 | \$72,000         |                    |                  |                  |            |            | \$72,000           |
| Fallon Drive Construction - Preliminary<br>Engineering and ROW                      |                  | \$200,000          |                  |                  |            |            | \$200,000          |
| Rex Cruse Drive Rebuild - Preliminary Engineering<br>and ROW                        |                  | \$260,000          |                  |                  |            |            | \$260,000          |
| Thoroughfare Plan Update 4th Quarter                                                |                  | \$50,000           |                  |                  |            |            | \$50,000           |
| Rosedale Park Playground                                                            |                  |                    |                  | \$60,000         |            |            | \$60,000           |
| Rosedale Park Field Lighting                                                        |                  |                    |                  | \$50,000         |            |            | \$50,000           |
| Hawn Park Sprayground Expansion                                                     |                  |                    |                  | \$300,000        |            |            | \$300,000          |
| Hillcrest Park Renovation                                                           |                  |                    |                  | \$150,000        |            |            | \$150,000          |
| Bridge Erosion Repair (W Pecan St, Lamberth Rd,<br>Centennial St and Blue Flame Rd) | \$73,000         |                    |                  |                  |            |            | \$73,000           |
| Bridge Erosion Repair (Hillcrest St and N. Woods<br>St)                             | \$64,000         |                    |                  |                  |            |            | \$64,000           |
| Downtown Sidewalk Improvements                                                      |                  | \$20,000           |                  |                  |            |            | \$20,000           |
| <b>Total 2018-2019</b>                                                              | <b>\$711,000</b> | <b>\$1,960,000</b> | <b>\$384,000</b> | <b>\$560,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$3,615,000</b> |

**2019-2020**

|                                                                                    | Drainage         | Streets            | Facilities | Parks            | Water      | Sewer      | Totals             |
|------------------------------------------------------------------------------------|------------------|--------------------|------------|------------------|------------|------------|--------------------|
| Fallon Drive West Construction to U.S. Hwy 75                                      |                  | \$1,250,000        |            |                  |            |            | \$1,250,000        |
| U.S. Highway 75 Fallon Drive Ramps                                                 |                  | \$3,600,000        |            |                  |            | **         | \$3,600,000        |
| Rex Cruse Drive Rebuild                                                            |                  | \$1,860,000        |            |                  |            |            | \$1,860,000        |
| Loy Lake Road Improvements Between Texoma Parkway and Taylor Street                |                  | \$700,000          |            |                  |            |            | \$700,000          |
| Substantial Repetative Loss Property Acquisition                                   | \$163,750        |                    |            |                  |            |            | \$163,750          |
| N Sam Rayburn / N Travis St Property Acquisition                                   | \$122,500        |                    |            |                  |            |            | \$122,500          |
| Shady Oaks Drive Reconstruction Between Canyon Creek Drive and the City Limits     |                  | \$50,000           |            |                  |            |            | \$50,000           |
| Center Street Improvements Between Baker Park Drive and Herman Baker Park Entrance |                  | \$370,000          |            |                  |            |            | \$370,000          |
| Center Street Bridge Repair (at Post Oak Creek)                                    | \$185,000        |                    |            |                  |            |            | \$185,000          |
| Bridge Erosion Repair (Center St. at Sand Creek and N. Ricketts St.)               | \$57,000         |                    |            |                  |            |            | \$57,000           |
| Fairview Park Pavilions                                                            |                  |                    |            | \$50,000         |            |            | \$50,000           |
| Fairview Park Spray Ground and Splash Expansion                                    |                  |                    |            | \$500,000        |            |            | \$500,000          |
| Downtown Sidewalk Improvements                                                     |                  | \$20,000           |            |                  |            |            | \$20,000           |
| <b>Total 2019-2020</b>                                                             | <b>\$528,250</b> | <b>\$7,850,000</b> | <b>\$0</b> | <b>\$550,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$8,928,250</b> |

\*\* SEDCO Funded

|                            |                    |                     |                     |                    |            |            |                     |
|----------------------------|--------------------|---------------------|---------------------|--------------------|------------|------------|---------------------|
| <b>GENERAL GRAND TOTAL</b> | <b>\$2,953,500</b> | <b>\$15,765,000</b> | <b>\$12,123,000</b> | <b>\$2,120,000</b> | <b>\$0</b> | <b>\$0</b> | <b>\$32,961,500</b> |
|----------------------------|--------------------|---------------------|---------------------|--------------------|------------|------------|---------------------|

## UTILITY SERVICES

### 2015-2016

|                                                  | Drainage   | Streets    | Facilities | Parks      | Water               | Sewer              | Totals              |
|--------------------------------------------------|------------|------------|------------|------------|---------------------|--------------------|---------------------|
| WTP Expansion Construction                       |            |            |            |            | \$15,000,000        |                    | * \$15,000,000      |
| Southwest Elevated Storage Tank                  |            |            |            |            | \$3,300,000         |                    | * \$3,300,000       |
| Harrison Elevated Tank Painting                  |            |            |            |            | \$1,250,000         |                    | \$1,250,000         |
| Blalock Industrial Sewer Replacement             |            |            |            |            |                     | \$1,000,000        | ** \$1,000,000      |
| WTP - Sludge Dewatering Basin                    |            |            |            |            | \$350,000           |                    | \$350,000           |
| North Travis Street Water Main Replacement       |            |            |            |            | \$250,000           |                    | \$250,000           |
| U.S. Highway 75 South Water Crossing Replacement |            |            |            |            | \$175,000           |                    | \$175,000           |
| Utility Main Oversizing                          |            |            |            |            | \$25,000            | \$25,000           | \$50,000            |
| <b>TOTAL 2015-2016</b>                           | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$20,350,000</b> | <b>\$1,025,000</b> | <b>\$21,375,000</b> |

\* Bonded

\*\* SEDCO Funded

### 2016-2017

|                                                            | Drainage   | Streets    | Facilities       | Parks      | Water              | Sewer              | Totals             |
|------------------------------------------------------------|------------|------------|------------------|------------|--------------------|--------------------|--------------------|
| Brine Disposal from WTP                                    |            |            |                  |            | \$2,000,000        |                    | * \$2,000,000      |
| Ida Road Ground Storage Tank Repair and Painting           |            |            |                  |            | \$1,500,000        |                    | \$1,500,000        |
| WWTP Automated Dissolved Oxygen Control, Phase 1           |            |            |                  |            |                    | \$200,000          | * \$200,000        |
| WWTP - Nutrient Removal Preliminary Engineering            |            |            |                  |            |                    | \$1,500,000        | * \$1,500,000      |
| Laboratory Building Expansion                              |            |            | \$400,000        |            |                    |                    | \$400,000          |
| WWTP - Study Digester Upgrade and Cost Recovery (8%)       |            |            |                  |            |                    | \$220,000          | \$220,000          |
| WWTP Automated Dissolved Oxygen Control Study, Phase 2     |            |            |                  |            |                    | \$1,000,000        | \$1,000,000        |
| WWTP - Digester Firebreak and Sludge Basin Erosion Control |            |            | \$50,000         |            |                    |                    | \$50,000           |
| Texoma Parkway Sewer Replacement                           |            |            |                  |            |                    | \$200,000          | \$200,000          |
| Blanton Drive Water Main Replacement                       |            |            |                  |            | \$75,000           |                    | \$75,000           |
| Oxford Street Water Main Replacement                       |            |            |                  |            | \$100,000          |                    | \$100,000          |
| Grant Street Water Main Replacement                        |            |            |                  |            | \$100,000          |                    | \$100,000          |
| Utility Main Oversizing                                    |            |            |                  |            | \$50,000           | \$50,000           | \$100,000          |
| <b>TOTAL 2016-2017</b>                                     | <b>\$0</b> | <b>\$0</b> | <b>\$450,000</b> | <b>\$0</b> | <b>\$3,825,000</b> | <b>\$3,170,000</b> | <b>\$7,445,000</b> |

\* Bonded

### 2017-2018

|                                            | Drainage   | Streets    | Facilities       | Parks      | Water            | Sewer              | Totals             |
|--------------------------------------------|------------|------------|------------------|------------|------------------|--------------------|--------------------|
| WWTP - Nutrient Removal Process            |            |            |                  |            |                  | \$8,000,000        | * \$8,000,000      |
| WWTP Control Building Upgrade              |            |            | \$500,000        |            |                  |                    | \$500,000          |
| WWTP - Repair/Replace Perimeter Fencing    |            |            | \$100,000        |            |                  |                    | \$100,000          |
| Relief Sewer D-1                           |            |            |                  |            |                  | \$290,000          | \$290,000          |
| South Sherman Trunk Sewer                  |            |            |                  |            |                  | \$135,000          | \$135,000          |
| Texoma Parkway Water Replacement - Phase V |            |            |                  |            | \$300,000        |                    | * \$300,000        |
| Utility Main Oversizing                    |            |            |                  |            | \$50,000         | \$50,000           | \$100,000          |
| <b>TOTAL 2017-2018</b>                     | <b>\$0</b> | <b>\$0</b> | <b>\$600,000</b> | <b>\$0</b> | <b>\$350,000</b> | <b>\$8,475,000</b> | <b>\$9,425,000</b> |

\* Bonded

**2018-2019**

|                                | Drainage   | Streets    | Facilities       | Parks      | Water              | Sewer              | Totals             |
|--------------------------------|------------|------------|------------------|------------|--------------------|--------------------|--------------------|
| Fairview Elevated Tank Repair  |            |            |                  |            | \$1,250,000        |                    | \$1,250,000        |
| S.H. Highway 289 Sewerline 'C" |            |            |                  |            |                    | \$1,300,000        | ** \$1,300,000     |
| WWTP Reline Storage Basin      |            |            |                  |            |                    | \$200,000          | \$200,000          |
| WWTP Security Upgrade          |            |            | \$150,000        |            |                    |                    | \$150,000          |
| WWTP Lab Road Repair           |            |            |                  |            |                    | \$100,000          | \$100,000          |
| Utility Main Oversizing        |            |            |                  |            | \$50,000           | \$50,000           | \$100,000          |
| <b>TOTAL 2018-2019</b>         | <b>\$0</b> | <b>\$0</b> | <b>\$150,000</b> | <b>\$0</b> | <b>\$1,300,000</b> | <b>\$1,650,000</b> | <b>\$3,100,000</b> |

\* Bonded

**2019-2020**

|                                  | Drainage   | Streets    | Facilities | Parks      | Water           | Sewer            | Totals           |
|----------------------------------|------------|------------|------------|------------|-----------------|------------------|------------------|
| WWTP Demolish Sludge Drying Beds |            |            |            |            |                 | \$250,000        | \$250,000        |
| WWTP Odor Abatement Study        |            |            |            |            |                 | \$200,000        | \$200,000        |
| Utility Main Oversizing          |            |            |            |            | \$50,000        | \$50,000         | \$100,000        |
| <b>TOTAL 2019-2020</b>           | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$50,000</b> | <b>\$500,000</b> | <b>\$550,000</b> |

\*\* SEDCO Funded

|                            |            |            |                    |            |                     |                     |                     |
|----------------------------|------------|------------|--------------------|------------|---------------------|---------------------|---------------------|
| <b>UTILITY GRAND TOTAL</b> | <b>\$0</b> | <b>\$0</b> | <b>\$1,200,000</b> | <b>\$0</b> | <b>\$25,875,000</b> | <b>\$14,820,000</b> | <b>\$41,895,000</b> |
|----------------------------|------------|------------|--------------------|------------|---------------------|---------------------|---------------------|

|                  |                    |                     |                     |                    |                     |                     |                     |
|------------------|--------------------|---------------------|---------------------|--------------------|---------------------|---------------------|---------------------|
| <b>TOTAL CIP</b> | <b>\$2,953,500</b> | <b>\$15,765,000</b> | <b>\$13,323,000</b> | <b>\$2,120,000</b> | <b>\$25,875,000</b> | <b>\$14,820,000</b> | <b>\$74,856,500</b> |
|------------------|--------------------|---------------------|---------------------|--------------------|---------------------|---------------------|---------------------|



## SHERMAN CITY COUNCIL

### Agenda Communication Form

#### **City Council Called Meeting**

**Agenda Item No. D. 4.**

**Meeting Date:** 09/08/2015

**Prepared By:** Mark Gibson, Director of Utilities

**Approved By:** Robby Hefton, City Manager

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#### **Caption:**

#### **RESOLUTION NO. 6006**

Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for the Design of the City of Sherman Biosolids Dewatering Facilities

#### **Issue:**

To consider a contract for professional services with Freeman-Millican, Inc. for the design of the City of Sherman Biosolids Dewatering Facilities

#### **Background:**

The City proposes to construct a new facility to dewater its biosolids prior to disposal. The facility will replace a contractor currently providing these services. This project is included in the City's Capital Improvement Program. The Engineering contract contains provisions for the Preliminary Engineering Study, Basic Engineering Services throughout the project, and Geotechnical services and reports.

#### **Origination:**

Department of Utilities Administration

#### **Financial Consideration:**

The total fee for all engineering services will be \$278,750.00. This project will be funded through bonds issued by the Greater Texoma Utility Authority.

#### **Staff Recommendation:**

It is recommended that the contract for professional services with Freeman-Millican, Inc. for engineering services associated with the biosolids dewatering improvements be approved.

#### **Alternatives:**

As may be directed by the City Council

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**Attachments**

Resolution No. 6006

Agreement

Location Map

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**RESOLUTION NO. 6006**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DESIGN OF THE CITY OF SHERMAN BIOSOLIDS DEWATERING FACILITIES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Engineering Services Agreement with Freeman-Millican, Inc. for engineering services for the design of the City of Sherman Biosolids Dewatering Facilities in accordance with all contract documents attached hereto and made a part hereof for all purposes. The total fee for all engineering services will be Two Hundred Seventy-Eight Thousand Seven-Hundred and Fifty Dollars and Zero Cents (\$278,750.00).

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY,**  
**CITY CLERK**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER,**  
**MAYOR**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,**  
**CITY ATTORNEY**

## ENGINEERING SERVICES AGREEMENT

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

### WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **Sherman Wastewater Treatment Plant Biosolids Dewatering Project** in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

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

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

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

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

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

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

**7. Indemnity and Duty to Defend.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **Miscellaneous.**

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

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

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

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

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

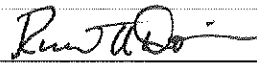
f. **Effective Date.** This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

**CITY OF SHERMAN**

**ENGINEER:**  
**Freeman-Millican, Inc.**

BY \_\_\_\_\_  
Robby Hefton  
City Manager

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

DATE \_\_\_\_\_

DATE 9-1-15 \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Brandon S. Shelby, City Attorney

EXHIBIT "1"  
ENGINEERING SERVICES AGREEMENT

**City of Sherman, Texas**  
**Sherman Wastewater Treatment Plant**  
**Biosolids Dewatering Project**  
Scope of Professional Services

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

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

OWNER intends to construct, through Prime Contractor(s) the Sherman Wastewater Treatment Plant Biosolids Dewatering Project, hereinafter called the "Project".

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services and customary architectural services incidental thereto. A study phase of process options shall be the initial phase of this project.

1.2 PRELIMINARY DESIGN PHASE

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

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

1.3 FINAL DESIGN PHASE

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

- 1.3.1 On the basis of comments from the review of the preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.3.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.3.4 Prepare for review and approval by OWNER, his legal counsel, and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.5 Submit plans, specifications, and contract documents to applicable regulatory agencies for approval.
- 1.3.6 Furnish 3 copies of the above documents and present and review them in person with OWNER. Make any needed final revisions.
- 1.4 BIDDING PHASE  
After authorization to proceed with the Bidding Phase, ENGINEER shall:
  - 1.4.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment, and services.
  - 1.4.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
  - 1.4.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.
- 1.5 CONSTRUCTION PHASE  
During the Construction Phase ENGINEER shall:
  - 1.5.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
  - 1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality

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

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

Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

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

## SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

### 2.1 GENERAL

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

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

- 2.1.5 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.
- 2.1.6 Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.7 Provide staking to enable Contractor(s) to proceed with their work and providing other special field surveys.
- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site and OWNER'S office as required by SECTION 1 and authorized by OWNER.
- 2.1.9 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.10 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.11 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.12 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.13 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.14 Preparation of property descriptions.
- 2.1.15 Additional copies of reports (over agreed number) and additional sets of Contract Documents (over agreed number).
- 2.1.16 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.
- 2.1.17 Any other special or miscellaneous assignments specifically authorized by OWNER.

### SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance

requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

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

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

#### SECTION 4 - PERIOD OF SERVICE

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

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

## SECTION 5 - PAYMENTS TO ENGINEER

### 5.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

#### 5.1.1 For Basic Services

OWNER shall pay ENGINEER \$43,400.00 for a study of biosolids dewatering process options and comparative cost analysis of feasible process options.

OWNER shall pay ENGINEER for Basic Services rendered under SECTION 1 and as further identified in Exhibit "A" as the preliminary engineering phase, final design phase, bidding phase and construction phase a lump sum in the amount of \$223,350.00.

OWNER shall pay ENGINEER \$12,000.00 for a geotechnical investigation and report.

#### 5.1.2 For Additional Services

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

##### 5.1.2.1 General

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

##### 5.1.2.2 Special Consultants

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

##### 5.1.2.3 Serving as a Witness

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

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

## 5.2 TIMES OF PAYMENTS

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

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

| Phase                          | Percent of Basic Services |
|--------------------------------|---------------------------|
| Preliminary Design & Surveying | 20%                       |
| Final Design                   | 60%                       |
| Bidding or Negotiating         | 6%                        |
| Construction                   | 14%                       |
| TOTAL                          | 100%                      |

## 5.3 OTHER PROVISIONS CONCERNING PAYMENTS

### 5.3.1 Changes in Project Scope

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

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

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

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

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

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

#### 5.4 DEFINITIONS

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

### SECTION 6 - OPINIONS OF COST

#### 6.1 OPINIONS OF COST

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

Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

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

## SECTION 7 - GENERAL CONSIDERATIONS

### 7.1 REUSE OF DOCUMENTS

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

## SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

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

Exhibit "A"

## **SHERMAN WWTP BIOSOLIDS DEWATERING PROJECT ENGINEERING SCOPE OF SERVICES**

### **STUDY and REPORT**

Biosolids study to identify and evaluate feasible alternative dewatering processes.

### **PRELIMINARY ENGINEERING PHASE**

Review alternative plant sites for dewatering w/staff and establish site.

Design survey site.

Identify and determine competitive & reliable equipment suppliers.

Establish sludge pumping rate range & analysis and size equipment.

Identify and size transport equipment for moving biosolids to landfill.

Size monorail hoist and identify space for screw press maintenance.

Establish equipment layout, building size, elevation, materials and access.

Geotechnical Investigation & Report

Determine power requirements and identify plant power source for dewatering facility.

Identify feasible control requirements and define SCADA system.

Establish facility lighting requirement.

Identify plant water source for the facility.

Identify gravity sewer for filtrate and wash water drain to plant head-works.

Size and locate sludge storage/aeration tank near plant sludge line.

Review with Sherman staff; collect drawings/data and make changes.

Develop preliminary cost estimate.

### **DESIGN PHASE**

#### **Civil, Architectural, Structural & Mechanical**

Develop hydraulic flow analysis.

Develop TCEQ Engineering Report.

Design and size screw press, PD pumps, meters, polymer mix & flocculation.

Design screw press, pump and piping supports.

Develop plans and specifications for above 2 items.

Design polymer storage, containment, activation, mix equipment and piping.

Develop plans and specifications for above items.

Design monorail hoist and develop plans & specifications

Design the storage and mix tank, PD blowers, air diffusers and piping.

Design the piping from plant sludge line to mix tank to PD pump suction.

Develop plans and specifications for above 2 items.

Design building, ventilation, overhead coiling doors and accessories.

Design building foundation, retaining walls, structural floor & roll-off area.

Develop plans and specification for above 2 items.

Design building drain and gravity sewer and develop plans and specifications.

Design facility water service & distribution and develop plans & specifications.

Design facility access & drainage and develop plans & specification.

Design grating above piping; for equipment access & building access w/stairs & handrails.

Develop plans and specifications for above item.

Develop painting specifications and drawings.

Develop bid documents for construction.

Review with Sherman staff and make revisions.

Project management

**Electrical, Instrumentation, Controls & SCADA**

Design facility electrical service and distribution.

Design controls, instrument sensors and SCADA.

Design facility lighting.

Develop plans and specifications for above 3 items.

Review with Sherman staff and make revisions.

Coordinate controls and SCADA with WWTP control system integrator.

**BIDDING PHASE**

Develop estimate of probably cost.

Develop advertisement for bids.

Print paper bid documents and develop digital bid document for bidders.

Develop list of prospective bidders.

Respond to contractor request for clarification and develop addendums.

Conduct pre-bid conference.

Publicly open bids; review & evaluate bids and develop award recommendations.

Develop construction contracts

**CONSTRUCTION PHASE**

Conduct preconstruction conference at WWTP.

Review contractor submittals on all equipment, piping, electrical, rebar, valves, etc.

Make monthly site reviews and review pay applications.

Conduct construction meetings and site visits.

Respond to contractor, inspection and progress request.

Review and process any required changes.

Coordinate start up and training with contractor and equipment suppliers.

Make final inspection and develop punch list.

Make record drawings from contractor as-built marked up drawings.

Develop contract close out documentation.

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

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





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. D. 5.**

**Meeting Date:** 09/08/2015

**Prepared By:** Mark Gibson, Director of Utilities

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**RESOLUTION NO. 6007**

Approving the Greater Texoma Utility Authority's Intention to Contract with H2O Innovation for the Membrane Filtration System for the City of Sherman Water Treatment Plant Project

**Issue:**

Approving the intention of the Greater Texoma Utility Authority (GTUA) to administer an agreement for the filtration membranes for the expansion of the City's Water Treatment Plant

**Background:**

The current Capital Improvement Program contains a project to expand the City's Water Treatment Plant. Following a piloting program with four vendors, H2O Innovation has been selected to supply the filtration membranes for the plant expansion.

**Origination:**

GTUA/Department of Utilities Administration

**Financial Consideration:**

The cost of the membrane filtration system is \$3,359,425.00.

**Staff Recommendation:**

It is recommended that GTUA's intent to contract with H2O Innovation for the membrane filtration equipment be approved.

**Alternatives:**

As may be directed by the City Council

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### **Attachments**

Resolution No. 6007

GTUA Recommendation

Engineer's Membrane Evaluation Report

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**RESOLUTION NO. 6007**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH H2O INNOVATION FOR THE MEMBRANE FILTRATION SYSTEM FOR THE CITY OF SHERMAN WASTEWATER TREATMENT PLANT PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into a contract with H2O Innovation in the total amount of Three Million Three Hundred and Fifty-Nine Thousand Four Hundred Twenty-Five Dollars and No Cents (\$3,359,425.00), for the filtration membranes for the City of Sherman Wastewater Treatment Plant Expansion.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY: \_\_\_\_\_**  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY: \_\_\_\_\_**  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY: \_\_\_\_\_**  
**BRANDON S. SHELBY,**  
**CITY ATTORNEY**



## GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

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DATE: August 25, 2015

SUBJECT: AGENDA ITEM NO. XIII

**CONSIDER AND ACT UPON AUTHORIZATION FOR THE GENERAL MANAGER TO AWARD CONTRACT FOR THE EQUIPMENT PROCUREMENT FOR THE CITY OF SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT**

**ISSUE**

Consider and act upon authorizing the General Manager to award the contract for the equipment bids for the procurement of the membrane equipment for the City of Sherman Water Treatment Plant ("WTP") Expansion Project.

**BACKGROUND**

The City of Sherman is planning a construction project to expand their existing surface water treatment plant ("WTP") capacity. This project will enable the City of Sherman to continue to meet the water demand needs of future residential and industrial growth. The project will include a 10 million gallon per day ("mgd") capacity increase that will utilize reverse osmosis to demineralize the Lake Texoma water supply. The City staff requested the Authority's assistance in obtaining funding through the Texas Water Development Board ("TWDB") Drinking Water State Revolving Fund Program ("DWSRF") to fund these improvements to their WTP.

At the August 2014 meeting, the board adopted a resolution authorizing the submission of a financial participation application with the TWDB. At their November 20, 2014 meeting, the TWDB approved the financial assistance from the DWSRF for the planning, acquisition, and design ("PAD") in the amount of \$2,515,000.

At the May 2015 meeting, the Board authorized the Staff to advertise for bids for the procurement of the high technology equipment which includes the membranes filtration system. The City is currently under design and has recently completed pilot testing of four (4) different membrane systems. Due to the long lead times of the membrane filtration equipment, it was necessary to award a procurement contract for the equipment well in advance of the design being complete and the general contract being awarded.

**CONSIDERATIONS**

The Engineer, CH2MHill has provided a thorough evaluation that took into account initial capital costs, operating costs, and capital costs that will be incurred during construction to accommodate each of the proposer's equipment. This evaluation and recommendation are attached.

Due to the Authority not closing on the construction bond issue until December 2015, the procurement contracts include the following language at the recommendation of the Authority's Bond Counsel, "Payment of this contract is conditioned upon the receipt of bond proceeds from the Texas Water Development Board. There are no other funds available for payment of the Membrane Filtration System equipment. The Greater Texoma Utility Authority hereby disclaims any responsibility for the ultimate outcome of the attempted bond issue with the Texas Water Development Board."



## **GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION**

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### **STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the General Manager to award the procurement contract to H2O Innovation for the membrane filtration system for the City of Sherman Water Treatment Plant Expansion Project.

### **ATTACHMENT**

Engineer Evaluation and Recommendation

### **PREPARED AND SUBMITTED BY:**

  
\_\_\_\_\_  
Drew Satterwhite, P.E., General Manager

## Technical Memorandum

# Sherman WTP Membrane Equipment Proposal Evaluation

Prepared For: City of Sherman

Prepared By: CH2M HILL

Date: August 18, 2015

## Background

On July 14, 2015 proposals were received for the supply of the membrane filtration equipment related to the 10 mgd expansion of the Sherman Water Treatment Plant (WTP). Sealed proposals were received from four suppliers. These were:

- H2O Innovation (Toray Membranes)
- Pall Corporation
- Wigen Water Technologies (Dow Membranes)
- Zenon Environmental Corporation (GE Water and Process Technologies)

The proposals were opened in the Dallas office of CH2M HILL at 2:00 pm on July 14<sup>th</sup>. Brian Fuerst and Evan Ged of CH2M HILL were in attendance and conducted the bid opening.

The proposals were evaluated based on cost and non-cost factors as described below. Cost factors included initial capital costs and future operating costs and were evaluated on a 20-year life cycle basis. The proposals also serve as the basis for the process guarantees and chemical and electrical consumption guarantees as described in the Request for Proposals. Assumptions made by the suppliers for calculating the capital and operating costs contained in the proposal were reviewed for completeness and verification that the suppliers made similar assumptions when preparing their proposals. Apparent discrepancies or questions were discussed with each of the suppliers for clarification. Based on the results of these analyses, the cost factors were adjusted such that each of the suppliers were proposing on similar scopes of supply. The cost evaluation is provided below.

The proposals were also evaluated on non-cost factors including use of universal rack design, membrane recovery, the degree of preassembly of the membrane skid, equipment proposed, vendor support during operation of the pilot unit, experience on similar projects, availability of support, number and type of exceptions made to the technical and commercial requirements in the contract documents, membrane performance during the piloting stage of the project, whether microfiltration (MF) or ultrafiltration (UF) modules are proposed, degree of preassembled equipment on the CIP system, degree of preassembled equipment on the air systems, conservatism of power consumption estimate, and arrangement of the block and bleed system. Technical points were awarded for each of these factors based on the benefit to the owner that each system provides. Points were awarded on a 1-5 scale. The technical points

were then multiplied by an importance factor. The importance factor is also on a 1-5 scale and indicates the level of impact that this factor has on successful completion and operation of the project. Complete evaluation of each of the non-cost factors is included below.

## Cost Evaluation

The first stage of the cost evaluation was a tabulation of the assumptions and the as-bid capital and operating costs provided by the suppliers. This tabulation was based on the written numbers in each supplier's proposal. If these numbers were actually calculated from the relevant lines on the bid form, the totals may vary slightly due to rounding error. This tabulation is provided in Table 1.

**Table 1**

|                                                                                    | Pall         | H2O (Toray)  | Zenon        | Wigen (Dow)  |
|------------------------------------------------------------------------------------|--------------|--------------|--------------|--------------|
| <b>Total Initial Cost of Membrane Filtration Equipment System</b>                  | \$ 3,743,000 | \$ 3,334,125 | \$ 2,980,549 | \$ 3,095,795 |
| <b>Total Initial Cost of Membrane Building</b>                                     | \$ 796,293   | \$ 640,368   | \$ 864,000   | \$ 1,033,782 |
| <b>Total Initial Cost of Coagulation and Flocculation Facilities</b>               | \$ -         | \$ -         | \$ 208,500   | \$ -         |
| <b>Total Initial Project Cost</b>                                                  | \$ 4,539,293 | \$ 3,974,493 | \$ 4,053,049 | \$ 4,129,577 |
| <b>Cost for Electricity (Annual)</b>                                               | \$ 44,291    | \$ 79,365    | \$ 41,529    | \$ 55,275    |
| <b>Total Annual Chemical Costs</b>                                                 | \$ 20,365    | \$ 6,957     | \$ 11,695    | \$ 8,438     |
| <b>Total Annual Sewer Disposal Costs</b>                                           | \$ 12,124    | \$ 13,427    | \$ 5,631     | \$ 9,830     |
| <b>Sludge Disposal Cost</b>                                                        | \$ -         | \$ -         | \$ 11.37     | \$ -         |
| <b>Sum of Recurring Project Costs</b>                                              | \$ 76,780    | \$ 99,749    | \$ 58,867    | \$ 73,543    |
| <b>Present Worth of recurring Project Costs</b>                                    | \$ 1,043,472 | \$ 1,355,616 | \$ 800,026   | \$ 999,471   |
| <b>Present Worth of Membrane Replacement Cost (after GML years up to 20 years)</b> | \$ 591,150   | \$ 453,699   | \$ 329,963   | \$ 374,552   |
| <b>Total Present Worth Project Cost</b>                                            | \$ 6,173,915 | \$ 5,783,808 | \$ 5,183,038 | \$ 5,503,600 |

In evaluating the proposals, it became apparent that the various suppliers made different assumptions when computing some of the costs included in their proposals. The costs impacted in this manner were electrical consumption, building size, building height, CIP tankage, chemical day tanks, guaranteed membrane replacement price, and inclusion of a pilot unit for 90 days. The following paragraphs describe the issues associated with each of these costs and the revisions made to the as-bid cost proposals to compensate.

**Electrical** – The cost associated with the membrane feed pumps makes up the bulk of the electrical demand in the membrane filtration system. The power requirements of the feed pumps is calculated based on assumptions such as inlet feed pressure, head loss through the strainers, headloss in the inlet piping, transmembrane pressure through the membranes, headloss in the piping between the membranes and the RO break tank, and the backpressure caused by head in the RO break tank. Some suppliers accounted for all of these factors while some accounted for some but not all. Since electrical use is a major factor in the 20-year life

cycle cost, each of the manufacturer's electrical costs were recalculated assuming that for the membrane feed pumps, all of the losses except the transmembrane pressure loss were the same among the various suppliers. This should be sufficiently accurate for evaluation purposes since inlet and outlet conditions will be identical for all manufacturers, all manufacturers use the same prefilters, and all have similar piping arrangements. The transmembrane pressure used in the power calculations was the average TMP provided by the supplier in the proposal. It should be noted, however, that some of the TMPs proposed were considerably below those seen during Stage 2 and Stage 3 of the 2015 Pilot Study. To account for the degree of conservatism some suppliers included in their bid, a non-cost factor for power consumption conservatism was added to the non-cost factors described later. The TMP, associated membrane feed pump power consumption cost and calculated total power consumption cost (feed pump cost plus cost for all other electrical equipment as stated in each suppliers proposal) is as follows:

|                           | <u>TMP</u> | <u>Feed Pump Cost</u> | <u>Total Electrical</u> |
|---------------------------|------------|-----------------------|-------------------------|
| H2O Innovation            | 8.9 psi    | \$25,774 /yr          | \$30,649 /yr            |
| Pall Corporation          | 7.0 psi    | \$17,600 /yr          | \$29,932 /yr            |
| Wigen Water Technologies  | 12.0 psi   | \$29,308 /yr          | \$32,855 /yr            |
| Zenon Environmental Corp. | 6.36 psi   | \$16,730 /yr          | \$26,081 /yr            |

**Building Size** – The building footprint size was also significantly impacted by supplier assumptions. Some suppliers included items such as control and electrical rooms in their calculations while others did not. Some provided ample working room around equipment while others placed equipment in the tightest area possible with little regard to working space or how it would be piped together. The major factor impacting the difference in building size among the various suppliers is the size and number of membrane treatment trains. There will be little variation among the suppliers in size requirements associated with the appurtenant equipment such as feed pumps, strainers, air compressors and blowers, backwash system, and CIP and neutralization systems with the exception of the Wigen system which does not require air blowers or a strainer backwash pump. Therefore the relative cost difference for building costs among the various suppliers was calculated by determining the dimensions of the valve and membrane racks from the proposal drawings from each manufacturer, multiplying by the number of proposed racks and multiplying by 2 to account for required working space around each rack. The area required for the Wigen system was further reduced by 200 square feet to account for not requiring air blowers or strainer feed pumps. Results of the building size analysis are:

|                           | <u>Total Area</u> | <u>Cost @ \$150/ft2</u> |
|---------------------------|-------------------|-------------------------|
| H2O Innovation            | 1,850 ft2         | \$277,500               |
| Pall Corporation          | 1,770 ft2         | \$265,500               |
| Wigen Water Technologies  | 2,755 ft2         | \$413,250               |
| Zenon Environmental Corp. | 3,210 ft2         | \$481,500               |

**Building Wall Heights** – Two suppliers (Wigen and H2O) misread the calculation requirements for this item and based their costs on the total required wall height rather than just the height above 12 feet as stated in the bid documents. Another supplier (Zenon) made the assumption that no additional building height above 12 feet was required because equipment could be arranged such that any required working height above the equipment could be obtained between building trusses. This restricts equipment layout and access. The building height costs were adjusted to provide a minimum of 2 feet clearance between the minimum roof height and the top of the tallest piece of equipment being provided. Wall heights and associated costs were adjusted as follows:

|                                 |                   |
|---------------------------------|-------------------|
| H2O – From 19 feet to 7 feet.   | (Cost = \$32,004) |
| Pall – From 5 to 6.5 feet       | (Cost = \$33,696) |
| Wigen – From 16 feet to 7 feet. | (Cost = \$41,706) |
| Zenon – From 0 feet to 2 feet   | (Cost = \$11,008) |

**Clean-in-Place (CIP) Tankage** – One supplier (Wigen) assumed that one CIP tank could be used instead of the two specified. While this is something that may be evaluated after contract award, the same assumptions should be made in this evaluation process. Wigen was asked to provide a cost for providing a second CIP tank. They replied the cost would be \$16,300. This was added to their equipment cost.

**Chemical Day Tanks** – Two suppliers (Wigen and H2O) included chemical day tanks in their proposal cost. The chemical use is small enough that totes or drums will be used for chemical delivery. Those same totes or drums will be used as day tanks so day tanks are unnecessary. Wigen provided a credit of \$1,700 for deleting the day tanks and H2O provided a credit of \$990.

**Membrane Replacement Price** – One supplier (Zenon) provided a membrane replacement cost that would be escalated by the change in the Consumer Price Index plus 1% until year 10 when the first membrane replacement is scheduled. The other suppliers provided a guaranteed number in year 10 in current dollars. The Zenon number was escalated by 3.41% per year to year 10 which corresponds to the average annual change in the CPI over the last 20 years plus 1%.

**Pilot Included** – It was not stated in the proposal by Pall and Zenon if a 90 day pilot rental was included in the proposal cost. When asked for a clarification, both suppliers confirmed that the cost is included in their proposal. No changes were necessary.

To account for these variations in the proposals, an adjusted price was calculated based on the items discussed above. Table 2 tabulates the adjusted capital and operational costs.

Table 2

|                                                                                    | Pall         | H2O (Toray)  | Zenon        | Wigen (Dow)  |
|------------------------------------------------------------------------------------|--------------|--------------|--------------|--------------|
| <b>Total Initial Cost of Membrane Filtration Equipment System</b>                  | \$ 3,743,000 | \$ 3,333,135 | \$ 2,980,549 | \$ 3,110,395 |
| <b>Total Initial Cost of Membrane Building</b>                                     | \$ 299,196   | \$ 309,504   | \$ 492,588   | \$ 454,956   |
| <b>Total Initial Cost of Coagulation and Flocculation Facilities</b>               | \$ -         | \$ -         | \$ 208,500   | \$ -         |
| <b>Total Initial Project Cost</b>                                                  | \$ 4,042,196 | \$ 3,642,639 | \$ 3,681,637 | \$ 3,565,351 |
| <b>Cost for Electricity (Annual)</b>                                               | \$ 29,932    | \$ 30,648    | \$ 26,080    | \$ 32,855    |
| <b>Total Annual Chemical Costs</b>                                                 | \$ 20,365    | \$ 6,957     | \$ 11,695    | \$ 8,438     |
| <b>Total Annual Sewer Disposal Costs</b>                                           | \$ 12,124    | \$ 13,427    | \$ 5,631     | \$ 9,830     |
| <b>Sludge Disposal Cost</b>                                                        | \$ -         | \$ -         | \$ 11        | \$ -         |
| <b>Sum of Recurring Project Costs</b>                                              | \$ 62,421    | \$ 51,032    | \$ 43,418    | \$ 51,123    |
| <b>Present Worth of recurring Project Costs</b>                                    | \$ 848,325   | \$ 693,553   | \$ 590,076   | \$ 694,781   |
| <b>Present Worth of Membrane Replacement Cost (after GML years up to 20 years)</b> | \$ 591,150   | \$ 453,699   | \$ 461,348   | \$ 374,552   |
| <b>Total Present Worth Project Cost</b>                                            | \$ 5,513,873 | \$ 4,789,321 | \$ 4,733,165 | \$ 4,634,650 |

## Non Cost Factor Evaluation

**Universal Rack Design** – Two suppliers (Wigen and H2O) manufacture systems with rack designs that accommodate membrane modules from other manufacturers. This provides the City with the benefit that they are not tied to a specific manufacturer when the time comes to replace membranes and therefore should receive more competitive bids on membrane replacement modules. The Pall and Zenon systems can possibly be constructed to offer some flexibility for using other membranes but they do not qualify as universal rack designs. Wigen and H2O were awarded 5 technical points. Zenon and Pall were awarded 2 points. An importance factor of 3 was assigned to this non-cost factor.

**Recovery** – There was a slight variation in recovery among the suppliers. Pall, Zenon, and H2O reported 96% recoveries while Wigen reported 95%. Pall, Zenon, and H2O were awarded 4 technical points and Wigen was awarded 3 technical points. An importance factor of 3 was assigned to this non-cost factor.

**Skid Assembly** – All suppliers are providing completely assembled valve racks but Pall is requiring the contractor to assemble the membrane racks on site while the other suppliers are providing preassembled racks. Preassembly of the membrane racks will result in significant savings on the construction contract and provide one entity responsibility for construction of the racks. Wigen, Zenon, and H2O were awarded 5 technical points. Pall was awarded 3 technical points. An importance factor of 4 was assigned to this non-cost factor.

**Equipment Selection** – Each of the suppliers provided equipment that appeared to meet the specifications. The process pumps provided by Zenon (Flowserve) were not the pumps listed

and are generally considered to be of slightly lower quality. Wigen, H2O, and Pall were awarded 5 technical points. Zenon was awarded 4 technical points. An importance factor of 3 was assigned to this non-cost factor.

**Membrane Type** – Both microfiltration (MF) and ultrafiltration (UF) membranes were allowed to be used on this project. Although both are acceptable and produce similar finished water quality, UF membranes have tighter pore sizes and thus a potentially higher level of virus removal and a better reduction of colloidal organics that can foul the downstream RO membranes. The Pall membrane is a MF type while all the other suppliers provide a UF membrane. Pall was given 3 technical points while the other suppliers were given 5 points. An importance factor of 1 was given to this non-cost factor.

**Skid Mounted CIP Systems** – The request for proposals stated that equipment should be provided preassembled and skid-mounted to the greatest extent possible. This was done to reduce installation cost, provide a more compact design, and place responsibility for system operation more completely on the supplier. Wigen, Pall and H2O are each providing cleaning and neutralization systems that are preassembled and skid mounted. Zenon is only providing the pumps, valves, and instruments shipped loose for assembly on-site by the Contractor. Wigen, Pall, and H2O were given 5 technical points. Zenon was given 1 technical points. An importance factor of 3 was given to this non-cost factor.

**Vendor Support During Pilot** – There was a considerable amount of difference in the level of support received by the City during the setup, operation, and removal of the pilot units during the 2015 Pilot Test. Zenon went above and beyond in their support of pilot operation. They were easy to contact and responded immediately to issues either by sending someone to the site or arranging support from local contractors. Pall also provided excellent service and was helpful and available although not quite to the level of Zenon. H2O provided an acceptable level of support but the City reported some issues with responsiveness and availability. The support by Wigen during the pilot test was deemed unacceptable. Support personnel were difficult to contact and when they could be contacted were often not helpful. Issues with the pilot equipment led to Wigen having to perform an extended run beyond the anticipated end of the pilot testing. Zenon was given 5 technical points, Pall was given 4 points, H2O was given 3 points and Wigen was given 1 point. An importance factor of 5 was given to this non-cost factor.

**Experience on Similar Projects** – This factor took into account the suppliers experience on providing units of similar size and arrangement. Pall has the most extensive experience with the unit they proposed. Many of the units Pall proposed have been installed as part of an MF/RO combined system and many were in Texas. They have extensive experience with CH2M HILL projects in Texas. Zenon also has an extensive installation list although not as many as Pall with the product proposed and no operating units in Texas with this product. H2O has several references for projects of similar size including dual membrane (UF/RO) systems. They have one RO installation in Texas that is just going on-line but no UF facilities. Wigen has several references for similar projects although the reference list provided was very limited. References provided by Wigen were difficult to contact and those that were contacted were not very responsive to providing feedback. They show no projects in Texas. Pall was awarded 5 technical points, Zenon was awarded 4 points, H2O was awarded 3 points, and Wigen was awarded 2 points. An importance factor of 5 was given to this non-cost factor.

**Availability of Support** – This factor analyzed the ability of the supplier to provide support and respond to issues which may arise during startup or operation of the membrane system. Both Pall and Zenon have support personnel located in Texas and local manufacturer's representatives that can be contacted to resolve issues. Both have national support centers to assist with troubleshooting and have an extensive history of customer support on projects. H2O has a System Performance Monitoring Center that would be used to monitor equipment operation and provide troubleshooting assistance although no support personnel are located in Texas. Wigen has a local manufacturer's representative available to coordinate assistance but no dedicated support staff in Texas and their proposal does not indicate what national support is available. The Pall and Zenon systems have the additional advantage of being the suppliers of both the membranes and the support equipment - providing one responsible party if issues arise during startup or operation. Zenon and Pall were each given 5 technical points while H2O and Wigen were each given 3 points. An importance factor of 4 was given to this non-cost factor.

**Air Systems Skid Mounted** – Similar to the CIP system, the air systems were to be skid mounted to the greatest extent possible. Wigen is providing an air system that is completely skid mounted. H2O is providing a skid mounted compressed air system but the blowers are mostly shipped loose for installation on site. The Pall compressed air system is partially skid mounted and the blowers are shipped loose. The Zenon system has all the equipment, valves, and instruments shipped loose for the air compressor and the blowers are partially skid mounted. The Wigen system was given 5 technical points. The H2O system was given 4 points. The Pall system was given 3 points and the Zenon system was given 2 points. An importance factor of 2 was given to this non-cost factor.

**Conservatism of Power Consumption** – As described above under the cost factors, there was a varying degree of conservatism in estimating power consumption for the membrane feed pumps. Zenon and Pall used TMP's that were considerably below what was seen during the pilot when computing their power consumption for the membrane feed pumps. Wigen and H2O both assumed TMP's of about 2 psi above what was seen in the pilot. The added conservatism increases the chance that the actual plant power consumption will be lower than what is stated in the proposal. The very aggressive numbers for TMP used by Pall and Zenon means that there is little chance actual consumption will be lower than stated in the proposal and that there is a reasonable chance that penalty provisions for excessive electrical consumption will be imposed. The imposition of penalty provisions will be administratively difficult and result in increased administration costs to the owner. Wigen and H2O were awarded 5 technical points for power consumption conservatism while Pall and Zenon were given 2 technical points. An importance factor of 4 was given to this non-cost factor.

**Membrane Performance During Pilot** – Each of the suppliers were able to successfully complete the 2015 Pilot Study. The Zenon system had significant issues treating the raw water during the high turbidity event. However they were able to make adjustments to their flux rate and cleaning protocols that allowed them to successfully complete the test although the rate of fouling at the lower flux was significantly higher than for the other suppliers. The Wigen unit experienced numerous instances of pilot system valves failing to seal completely enough to allow successful membrane integrity tests however these were mechanical issues with the pilot and not representative of issues with the membrane itself or full scale operation. The Wigen unit was refurbished with new valves and the pilot run was extended to verify membrane integrity. The Pall and H2O systems ran with minimal issues during the pilot. The H2O

(Toray) system was particularly robust showing very little change in finished water quality or TMP rise rate due to changes in raw water quality. The H2O system was given 5 technical points. The Wigen and Pall systems were awarded 4 technical points. The Zenon system was awarded 3 technical points. An importance factor of 5 was given to this non-cost factor.

**Block and Bleed Arrangement** – All systems were required to provide a block and bleed arrangement to prevent potential cross connections during cleaning as provide by TCEQ. All of the suppliers provided this system but Pall shows the necessary valves off-rack and installed by the contractor where the other suppliers are providing the valves preinstalled on the valve rack. Wigen, H2O, and Zenon were given 5 technical points and Pall was given 3 points. An importance factor of 1 was given to this item.

**Exceptions** – Several suppliers provided a list of clarifications/exceptions with their bid that required evaluation. The Zenon and Pall proposals contained significant exceptions to both the technical and commercial requirements in the request for proposal. The H2O proposal also had some clarifications and exceptions. The Wigen proposal contained none. Many of these issues were addressed or clarified in Addendums 2 and 3. Those that were not could put the Owner at a higher level of risk if the proposal was accepted. The exceptions taken by Zenon had by far the highest level of impact on the project. The Pall exceptions were significant but less than Zenon and the H2O innovation exceptions had only minor impacts. Wigen was awarded 5 technical points, H2O was awarded 4 points, Pall was awarded 2 points, and Zenon was awarded 1 point. An importance factor of 5 was given to this item.

A summary of the non-cost factor evaluation is tabulated below in Table 3.

**Table 3**

| Non Cost Factor Criteria          | Importance Factor | Pall       | H2O (Toray) | Zenon      | Wigen (Dow) |
|-----------------------------------|-------------------|------------|-------------|------------|-------------|
| Universal Rack Design             | 3                 | 2          | 5           | 2          | 5           |
| Recovery                          | 3                 | 4          | 4           | 4          | 3           |
| Skid Assembly                     | 4                 | 3          | 5           | 5          | 5           |
| Equipment Selection               | 3                 | 5          | 5           | 4          | 5           |
| Membrane Type                     | 1                 | 3          | 5           | 5          | 5           |
| Skid Mounted CIP Systems          | 3                 | 5          | 5           | 1          | 5           |
| Vendor Support During Pilot       | 5                 | 4          | 3           | 5          | 1           |
| Experience on Similar Projects    | 5                 | 5          | 3           | 4          | 2           |
| Availability of Support           | 4                 | 5          | 3           | 5          | 3           |
| Air System Skid Mounted           | 2                 | 3          | 4           | 2          | 5           |
| Conservatism of Power Consumption | 4                 | 2          | 5           | 2          | 5           |
| Membrane Pilot Performance        | 5                 | 4          | 5           | 3          | 4           |
| Block and Bleed Arrangement       | 1                 | 3          | 5           | 5          | 5           |
| Exceptions                        | 5                 | 2          | 4           | 1          | 5           |
| <b>Total</b>                      |                   | <b>111</b> | <b>175</b>  | <b>101</b> | <b>169</b>  |

## Recommendation

The City of Sherman received four very competitive proposals. Costs were evaluated on the basis of total initial cost of the membrane equipment, total initial project costs (equipment plus building and facilities cost), recurring project costs (annual operating costs such as power, chemical and residuals disposal), membrane replacement cost, and total present worth cost (present worth of total initial project costs plus recurring project costs over a 20-year life cycle). The costs included in the proposal were modified as discussed above to account for variations in the assumptions made by the suppliers and to account for errors on the bid form. The revised costs upon which this evaluation was performed is shown in Table 2.

As shown in Table 2, the supplier with the lowest proposal price varied by which cost is being evaluated. Zenon has the lowest total initial cost of membrane equipment at \$2,980,549 followed by Wigen at \$3,110,395, H2O at \$3,333,135, and Pall at \$3,743,000. When building and facility costs are included, Wigen is lowest at \$3,565,351 followed by H2O (\$3,642,639), Zenon (\$3,681,637), and Pall (\$4,042,196). Zenon was impacted significantly in this evaluation by having to include a \$208,500 cost for coagulation/flocculation facilities. Zenon was the only supplier which added coagulant during the pilot study.

Zenon shows the lowest annual operating cost at \$43,418, followed by H2O (\$51,032), Wigen (\$51,123) and Pall (\$62,421). As discussed earlier, electrical costs for the membrane feed pumps make up the majority of the operating costs. Zenon and Pall were very aggressive in their power use assumptions while Wigen and H2O were conservative. This primarily accounts for the difference among the suppliers in operating costs.

Membrane replacement costs (membranes will need to be replaced about every 10 years) show Wigen to be the least expensive at \$374,552, followed by H2O (\$453,699), Zenon (461,348), and Pall (\$591,150). It should be noted that membrane replacement costs beyond the first replacement at 10 years operation could be influenced by the rack design. The universal rack design provided by Wigen and H2O will accommodate the membranes from multiple suppliers which could lead to more competition and lower membrane costs.

On a 20-year life cycle cost basis the supplier's proposals varied by almost \$900,000. The life cycle cost evaluation considers many of the costs associated with running the system but not all of them. Costs common to all systems such as labor, pretreatment costs, some electrical costs (like building lighting and HVAC costs) and some capital costs (like piping to/from the building, some electrical and instrumentation costs, and HVAC costs) were not included in the life cycle evaluation. The life cycle evaluation should be used strictly for comparing the various membrane proposals and not for budgeting capital and operating costs over the life of the project. The results of the life cycle evaluation were:

|       |             |
|-------|-------------|
| Wigen | \$4,634,650 |
| Zenon | \$4,733,165 |
| H2O   | \$4,789,321 |
| Pall  | \$5,513,873 |

The total initial cost of the membrane filtration equipment and the 20-year life cycle cost are the most significant of the costs evaluated. Zenon was the lowest in initial cost and Wigen was lowest on a 20-year life cycle cost basis.

The second part of the proposal evaluation was based on non-cost factors. Non-cost factors can have a significant impact on the success of the project and can include a wide variety of considerations. The City is fortunate to have received proposals from four very high rated suppliers. Each of these suppliers were preapproved for this procurement which eliminated many of the non-cost factors that might typically be considered in this type of evaluation. Factors such as TCEQ approvals of the membrane, membrane research and development activities, operation and maintenance requirements, and tolerance of membranes to oxidants showed very little difference among the suppliers. For that reason those factors were not directly evaluated in the non-cost factor matrix.

Table 3 shows the results of the evaluation of non-cost factors. Based on this evaluation, H2O's system provided the highest level of benefits with a score of 202 followed by Wigen with 186. Pall was in third at 175 and Zenon ranked the lowest on non-cost factors at 160. Zenon and Pall scores were significantly lower than the other two suppliers in three areas: conservativeness of power consumption, number and type of exceptions to commercial and technical specifications, and the lack of a universal rack design. In addition, Zenon scored below average in the amount of CIP and air system components that will come complete and skid mounted. Each of these factors will impact contractor capital costs, operating costs, membrane replacement costs, and project risk either initially or at some point in the future. Pall and Zenon scored well, however, in vendor support during the pilot, experience on similar projects and availability of support. These factors represent the level of support which can be expected to be available should issues arise during startup or operation.

H2O should be considered to have provided the best proposal based on non-cost factors.

The overall recommendation is based on a combination of cost and non-cost factors with cost making up 60% of the score and non-cost making up 40%. The non-cost factors were normalized based on a percentage of the highest benefit score (H2O). The normalized non-cost scores were:

H2O - 1.0

Wigen -  $186/202 = 0.921$

Pall -  $175/202 = 0.866$

Zenon -  $160/202 = 0.792$

Adjusted life cycle cost was calculated based on:

$(\text{Life Cycle Cost} \times 0.6) + ((\text{Life Cycle Cost} / \text{normalized non-cost score}) \times 0.4)$

For H2O:

$(4,789,321 \times 0.6) + ((4,789,321/1.0) \times 0.4) = \$4,789,321$

For Wigen:

$$(4,634,650 \times 0.6) + ((4,634,650/0.921) \times 0.4) = \$4,793,667$$

For Zenon:

$$(4,733,165 \times 0.6) + ((4,733,165/0.792) \times 0.4) = \$5,230,386$$

For Pall:

$$(5,513,873 \times 0.6) + ((5,513,873/0.866) \times 0.4) = \$5,855,147$$

The results of this analysis shows the H2O and Wigen proposals to offer the best value to the City and are essentially equal based on this analysis. The Wigen proposal was the only proposal that took no exceptions to any of the commercial or technical terms, conditions or specifications while the H2O proposal had only a few, minor clarifications. It should also be noted, that both the H2O and Wigen systems are capable of using either the Toray or Dow membrane modules. The Toray membranes being provided by H2O Innovation and the Dow membranes being provided by Wigen each performed well during the 2015 Pilot Study. The overall pilot performance, however, was significantly better by H2O than by Wigen. The Wigen unit suffered significant problems with mechanical reliability and supplier support was difficult to obtain. These issues may or may not be indicative of manufacturer performance on a full scale unit but in a procurement as close as this one were significant enough to impact the final selection. We recommend award of the City of Sherman Membrane Filtration Equipment to H2O Innovation.



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. D. 6.**

**Meeting Date:** 09/08/2015

**Prepared By:** Mark Gibson, Director of Utilities

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**RESOLUTION NO. 6008**

Authorizing Execution of a Contract with Advanced Water Well Technologies for the Repair of the Dorchester 10 Woodbine Water Well

**Issue:**

To consider a contract with Advanced Water Well Technologies for the repair of the Dorchester 10 Woodbine Water Well

**Background:**

Bids for the repair of the Dorchester 10 Woodbine Water Well were received on August 13, 2015. Bid notices were mailed to twenty-six (26) water well contractors. Three (3) bidders responded to the request for bids. The low bid was submitted by Advanced Water Well Technologies in the amount of \$87,307.75.

**Origination:**

Department of Utilities Administration

**Financial Consideration:**

The cost of the well repair will be funded in the fiscal year 2014-2015 water production budget.

**Staff Recommendation:**

It is recommended that the contract for the repair of the Dorchester 10 Woodbine Water Well be awarded to Advanced Water Well Technologies in the amount of \$87,307.75.

**Alternatives:**

As may be directed by the City Council

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**Attachments**

Resolution No. 6008

Contract

Bid Tabulation

Location Map

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**RESOLUTION NO. 6008**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH ADVANCED WATER WELL TECHNOLOGIES FOR THE REPAIR OF THE DORCHESTER 10 WOODBINE WATER WELL; 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 Advanced Water Well Technologies is hereby awarded the bid for the repair of the Dorchester 10 Water Well in the estimated amount of Eighty Seven Thousand, Three Hundred Seven Dollars and Seventy-Five Cents (\$87,307.75); and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Advanced Water Well Technologies, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_

**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_

**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_

**BRANDON S. SHELBY,  
CITY ATTORNEY**

CITY OF SHERMAN           §  
COUNTY OF GRAYSON       §

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

**THIS AGREEMENT** is by and between the **CITY OF SHERMAN** ("CITY" or "OWNER") and  
and \_\_\_\_\_ ("CONTRACTOR").

---

The **CITY** and **CONTRACTOR**, for the consideration set forth in Article 4 of the Contract and the mutual covenants expressed in this Contract, agree as follows:

**ARTICLE 1 - PROJECT**

1.01     **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

**Dorchester Woodbine #10 Well Repair**

This Project will be completed with/without change orders and all extra work in connection with the project, as described in the contract documents, shall be at the **CONTRACTOR'S** sole cost and expense all the materials, supplies, machinery, equipment, tools, superintendence, labor, necessary and customary insurance, and other accessories and services necessary to complete the Project in accordance with the Contract Documents.

**ARTICLE 2 – INDEPENDENT CONTRACTOR**

2.01     **CONTRACTOR** is and throughout this Contract shall remain an **INDEPENDENT CONTRACTOR** and as such is the sole judge on how to perform the work required under this Contract.

**ARTICLE 3 - CONTRACT TIMES**

3.01     *Commencement of Contract*

A.       **CONTRACTOR** agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the CITY and to fully complete the contract within one hundred twenty (120) days

A.     All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed by CONTRACTOR on or before \_\_\_\_\_, and completed and ready for final payment in accordance with paragraph 5.05 of the General Conditions on or before \_\_\_\_\_.

3.03 *Liquidated Damages*

A. CONTRACTOR and CITY recognize that time is of the essence of this Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with paragraph 4.02 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty), CONTRACTOR shall pay CITY \$ 100.00 for each day that expires after the time specified in paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY \$ 100.00 for each day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The parties agree that the amount of \$ 100.00 represents a fair and reasonable estimate of the CITY'S damages.

**ARTICLE 4 - CONTRACT PRICE/CONSIDERATION**

4.01 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.01.A and 4.01.B below:

A. For all Project work, a total Sum of:

\_\_\_\_\_ (\$\_\_\_\_\_) (use words) (figure)

B. If the payment for the Project is based on Unit Pricing, the Contract Price shall be as set forth in the Unit Pricing portion of the Proposal.

C. The above price reflects the consideration for the performance of this Contract.

**ARTICLE 5 - PAYMENT PROCEDURES**

5.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 5 of the General Conditions. Applications for Payment will be processed by the ENGINEER (defined in Article 9 of this Contract) as provided in the General Conditions.

#### **ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS**

6.01 In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all Contract Documents and understands the Work and Performance required in the Contract Documents and represents to the CITY that CONTRACTOR is fully capable of completing the work specified in the Contract Documents.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by CITY and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract

Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 7 - CONTRACT DOCUMENTS

### 7.01 *Contents*

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A. The Contract Documents consist of the following and are incorporated into this Contract for all purposes:

1. This Contract;
2. Performance Bond;
3. If applicable, the Unit Pricing in the Proposal;
4. Payment Bond;
5. Other Bonds;
  - a. Bid Bond (pages 1 to 2, inclusive);
  - b. \_\_\_\_\_;
  - c. \_\_\_\_\_;
6. General Conditions of Agreement;
7. Special Conditions of Agreement;
8. Any Other Documents listed in the Table of Contents of the Project Manual;
9. Any Drawings associated with the Project;
10. Addenda (if applicable);
11. Exhibits to this Contract(enumerated as follows):
  - a. Notice to Proceed;
  - b. CONTRACTOR'S Bid;
  - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
  - d. \_\_\_\_\_;

12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s), if permissible under the Resolution enacted by the City.

B. There are no Contract Documents other than those listed above in this Article 7.

C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 9.09 of this Contract.

#### ARTICLE 8 – NOTICE

Any notice and/or statement required or permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing;

If intended for CITY to:

Designee: Mark Gibson

Address:  
P.O. Box 1106

Sherman, TX 75091

If intended for CONTRACTOR, to:

Designee: \_\_\_\_\_

Address:  
\_\_\_\_\_

\_\_\_\_\_

#### ARTICLE 9 - MISCELLANEOUS

##### 9.01 *Terms*

A. Terms used in this Contract will have the meanings indicated in the General Conditions.

B. In addition to the terms in the General Conditions, the term "ENGINEER" in this Contract shall mean a person designated as the ENGINEER by the City.

##### 9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in

any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. CITY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability and Conflict*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

B. If there are any conflicts between the Contract and the Contract Documents, the provisions in the Contract prevail over the provisions in the Contract Documents.

9.05 *Captions*

Section or other headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

9.06 *INDEMNITY AND DUTY TO DEFEND*

A. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES INCLUDING ATTORNEYS FEES, FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE ACT, OR ANY OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT (HEREINAFTER "CLAIMS"); EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. FURTHERMORE, THE CONTRACTOR SHALL ACQUIRE A POLICY OF INSURANCE IN THE MAXIMUM STATUTORY LIMITS FOR TORT LIABILITY OF THE CITY NAMING THE CITY OF SHERMAN AS AN ADDITIONAL INSURED UNDER ITS TERMS.

B. CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL CLAIMS FOR WHICH THE CITY BECOMES LIABLE. IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO

SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH A RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING BY THE CITY MANAGER, APPROVED BY THE CITY ATTORNEY, AND PROPERLY AUTHORIZED BY THE CITY'S COUNCIL. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. ~~IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY~~ SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY IN DEFENSE OF CLAIMS FOR WHICH CONTRACTOR IS LIABLE UNDER THIS PARAGRAPH.

C. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the CITY under Texas law, and any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

9.08 *Deletion of Arbitration Clause*

The parties agree that Paragraph 6.03 entitled Arbitration in the General Conditions, is not binding on the parties. This paragraph is not designed to prevent the parties from mutually agreeing to select arbitration as a means of resolving any disputes related to this Contract. The parties, however, agree not to be bound by the terms of 6.03 entitled Arbitration in the General Conditions.

9.07 *Choice of Law: Venue.*

This contract, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This contract is wholly performable in Grayson County, Texas. Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

9.08 *Binding Authority*

By their signatures below, the individuals represent that they have reviewed Contract with their attorney and that the individuals have the express authority to enter into this Contract

9.09 *Entire Agreement*

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein cannot be modified without written agreement of both the parties to be attached to and made a part of this Contract.

~~IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or on their behalf.~~

This Contract will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Contract).

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR:

\_\_\_\_\_  
By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
By: \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

Attest \_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

Agent for service of process: \_\_\_\_\_  
\_\_\_\_\_

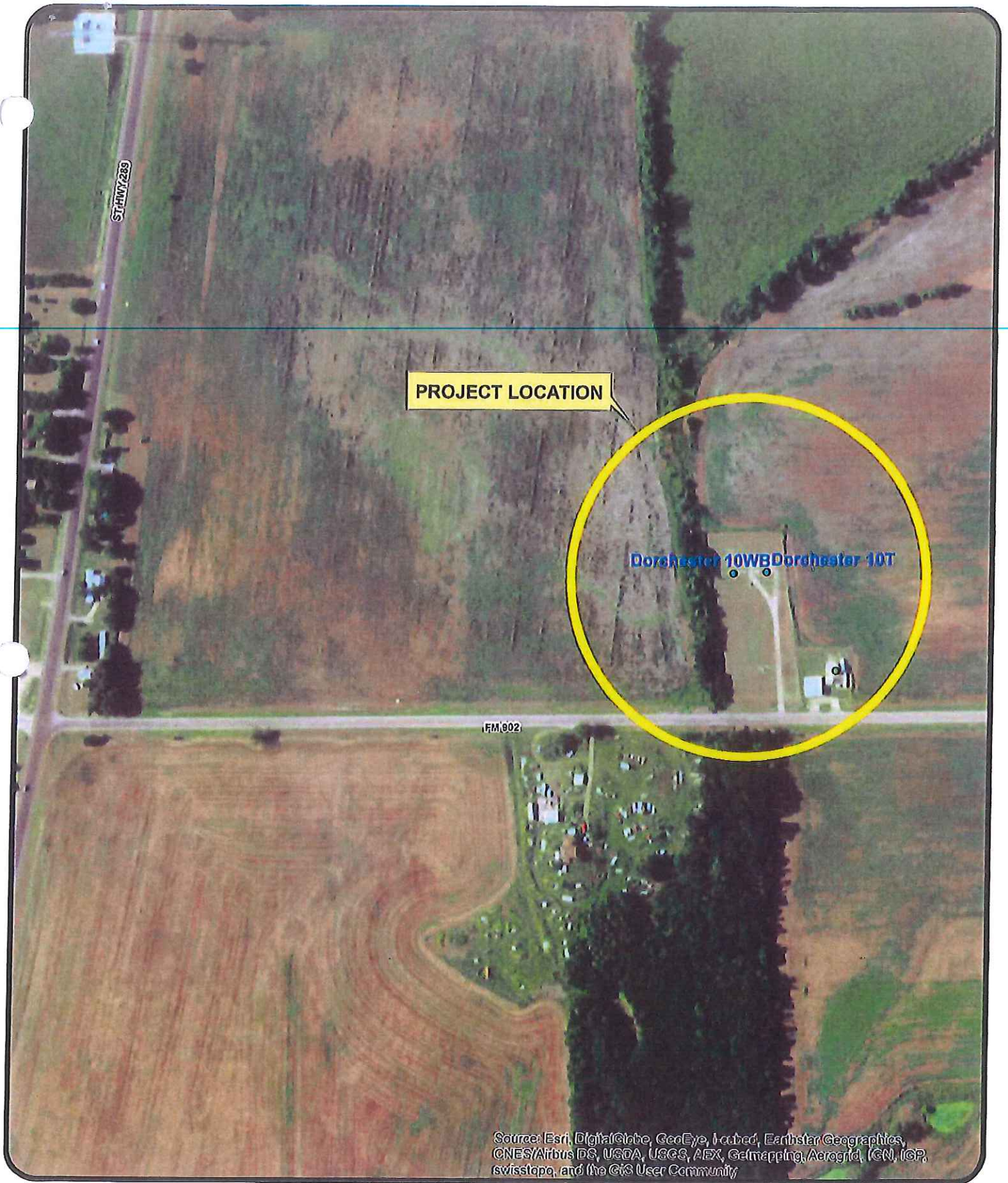
(If CONTRACTOR is a corporation or a partnership,  
attach evidence of authority to sign.)

Approved as to form:

\_\_\_\_\_  
Brandon Shelby  
City Attorney

| Dorchester 10 Woodbine |                                                                                                                                                                                                              |                     |      |             |                     |                                  |    |                |                     |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------|-------------|---------------------|----------------------------------|----|----------------|---------------------|
| Description            |                                                                                                                                                                                                              |                     |      | Weisinger   |                     | Advanced Water Well Technologies |    |                |                     |
| Item No.               | Description of Item                                                                                                                                                                                          | Approx.Qu<br>antity | Unit | Unit Price  | Total Amount<br>Bid | Approx.Qu<br>antity              |    | Unit Price     | Total Amount<br>Bid |
| 1                      | Mobilization, pull pump and motor                                                                                                                                                                            | 1                   | LS   | \$10,435.00 | \$10,435.00         | 1                                | \$ | 6,920.00       | \$ 6,920.00         |
| 2                      | Transportation of pumping equipment to and from shop. All replaced parts must be returned to the City.                                                                                                       | 1                   | LS   | \$6,720.00  | \$6,720.00          | 1                                | \$ | 1,750.00       | \$ 1,750.00         |
| 3                      | Shop labor: (1) disassemble, clean, inspect pump, motor and cable. (2) Provide written report on the condition of the equipment                                                                              | 1                   | LS   | \$255.00    | \$255.00            | 1                                | \$ | 500.00         | \$ 500.00           |
| Lump sum               |                                                                                                                                                                                                              |                     |      |             | \$17,410.00         |                                  |    | Lump sum       | \$ 9,170.00         |
| 4                      | Submersible pump 350 GPM @ 810' TDH                                                                                                                                                                          | 1                   | LS   | \$8,640.00  | \$ 8,640.00         | 1                                | \$ | 10,071.27      | \$ 10,071.27        |
| 5                      | Submersible Motor 480 Volts                                                                                                                                                                                  | 1                   | LS   | \$12,640.00 | \$ 12,640.00        | 1                                | \$ | 21,615.00      | \$ 21,615.00        |
| 6                      | Motor conductor cable                                                                                                                                                                                        | 1                   | LS   | \$13,340.00 | \$ 13,340.00        | 1                                | \$ | 11,957.72      | \$ 11,957.72        |
| 7                      | 5" check valve                                                                                                                                                                                               | 2                   | EA   | \$430.00    | \$ 860.00           | 2                                | \$ | 438.88         | \$ 877.76           |
| 8                      | 5" X 21' pipe                                                                                                                                                                                                | 40                  | EA   | \$385.00    | \$ 15,400.00        | 40                               | \$ | 508.20         | \$ 20,328.00        |
| 9                      | Weld 3, 3/4" X 3/4" or 1" X 1" steel lifting lugs, if necessary, to each joint of column pipe. Price is per joint of pipe, not per lug.                                                                      | 40                  | EA   | \$20.00     | \$ 800.00           | 40                               | \$ | 21.45          | \$ 858.00           |
| 10                     | 1/4" Stainless-steel pipe                                                                                                                                                                                    | 1690                | LF   | \$4.00      | \$ 6,760.00         | 1690                             | \$ | 2.00           | \$ 3,380.00         |
| 11                     | Reset pump and motor, disinfect Well and retun back to service.                                                                                                                                              | 1                   | LS   | \$11,560.00 | \$ 11,560.00        | 1                                | \$ | 7,800.00       | \$ 7,800.00         |
| 12                     | Test pump and perfom bacteriological test. Provide written completion report, which includes: material settings, installation plan and test pump results, bacteriological test results and written warranty. | 1                   | LS   | \$1,025.00  | \$ 1,025.00         | 1                                | \$ | 1,250.00       | \$ 1,250.00         |
| Total Base Bid         |                                                                                                                                                                                                              |                     |      |             |                     |                                  |    | Total Base Bid | \$87,307.75         |

| Dorchester 10 Woodbine |                                                                                                                                                                                                              |                  |      |                    |                  |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------|--------------------|------------------|
| Description            |                                                                                                                                                                                                              |                  |      | C. Miller Drilling |                  |
| Item No.               | Description of Item                                                                                                                                                                                          | Approx. Quantity | Unit | Unit Price         | Total Amount Bid |
| 1                      | Mobilization, pull pump and motor                                                                                                                                                                            | 1                | LS   | \$39,500.00        | \$39,500.00      |
| 2                      | Transportation of pumping equipment to and from shop. All replaced parts must be returned to the City.                                                                                                       | 1                | LS   | \$3,500.00         | \$3,500.00       |
| 3                      | Shop labor: (1) disassemble, clean, inspect pump, motor and cable.<br>(2) Provide written report on the condition of the equipment                                                                           | 1                | LS   | \$3,500.00         | \$3,500.00       |
| Lump sum               |                                                                                                                                                                                                              |                  |      |                    | \$46,500.00      |
| 4                      | Submersible pump 350 GPM @ 810' TDH                                                                                                                                                                          | 1                | LS   | \$12,925.00        | \$12,925.00      |
| 5                      | Submersible Motor 480 Volts                                                                                                                                                                                  | 1                | LS   | \$18,500.00        | \$18,500.00      |
| 6                      | Motor conductor cable                                                                                                                                                                                        | 1                | LS   | \$19,650.00        | \$19,650.00      |
| 7                      | 5" check valve                                                                                                                                                                                               | 2                | EA   | \$721.84           | \$1,443.68       |
| 8                      | 5" X 21'                                                                                                                                                                                                     | 40               | EA   | \$931.00           | \$37,240.00      |
| 9                      | Weld 3, 3/4" X 3/4" or 1" X 1" steel lifting lugs, if necessary, to each joint of column pipe. Price is per joint of pipe, not per lug.                                                                      | 40               | EA   | \$42.50            | \$1,700.00       |
| 10                     | 1/4" Stainless-steel pipe                                                                                                                                                                                    | 1690             | LF   | \$8.25             | \$13,942.50      |
| 11                     | Reset pump and motor, disinfect Well and retun back to service.                                                                                                                                              | 1                | LS   | \$22,250.00        | \$22,250.00      |
| 12                     | Test pump and perfom bacteriological test. Provide written completion report, which includes: material settings, installation plan and test pump results, bacteriological test results and written warranty. | 1                | LS   | \$7,500.00         | \$7,500.00       |
|                        | Total Base Bid                                                                                                                                                                                               |                  |      |                    | \$181,651.18     |





## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. D. 7.**

**Meeting Date:** 09/08/2015

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

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**\* RESOLUTION NO. 6009**

Authorizing Execution of a Second Amendment to City Secretary Contract No. 44903 between the City of Sherman and the City of Fort Worth for Household Hazardous Waste Services

**Issue:**

To provide for the renewal of a Second Amendment to City Secretary Contract No. 44903 with the City of Fort Worth for the proper disposal of household hazardous waste to combat illegal dumping

**Background:**

In 2006 the City of Sherman entered into its first Interlocal Agreement with the City of Fort Worth to provide household hazardous waste collection services. With the attached amendment, Sherman will be going into its ninth year of household hazardous waste collection events using the services of the City of Fort Worth Solid Waste Department. We typically schedule, and have budgeted for, one collection event each fiscal year. Staff also provides an accompanying E-Waste collection station during these events, which is provided at no cost to the City from a Bonham-based business.

**Origination:**

Solid Waste Services

**Financial Consideration:**

Funds have been budgeted and approved to host one household hazardous waste collection event during fiscal year (FY) 2015-2016. The cost to the City of Sherman is \$47.00 per participating household. This unit cost is the same as the previous two years.

**Staff Recommendation:**

Approve the proposed Second Amendment to City Secretary Contract No. 44903 with the City of Fort Worth; and partner with them to provide Sherman residents with one collection event during FY 2015-2016.

**Alternatives:**

As may be directed by the City Council

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**Attachments**

Resolution No. 6009

Contract

Interlocal Agreement

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**RESOLUTION NO. 6009**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO CITY SECRETARY CONTRACT NO. 44903 BETWEEN THE CITY OF SHERMAN AND THE CITY OF FORT WORTH FOR HOUSEHOLD HAZARDOUS WASTE 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 City Manager is hereby authorized to execute a second amendment to City of Sherman Contract No. 44903 between the City of Sherman and the City of Fort Worth for household hazardous waste services, in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes, subject to being properly completed and approved as to form and content by the City Attorney.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY: \_\_\_\_\_**  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY: \_\_\_\_\_**  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY: \_\_\_\_\_**  
**BRANDON S. SHELBY, CITY ATTORNEY**

STATE OF TEXAS  
COUNTY OF TARRANT

§  
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KNOWN ALL BY THESE PRESENTS:

SECOND AMENDMENT TO  
CITY SECRETARY CONTRACT NO. 44903

THIS SECOND AMENDMENT to City Secretary Contract No. 44903 is entered into by and between the City of Fort Worth, a home-rule municipal corporation situated in Tarrant County, Texas ("Fort Worth"), acting through Fernando Costa, its duly authorized Assistant City Manager, and The City of Sherman, located in Grayson County, Texas ("Participant"), acting through George Olson, its duly authorized City Manager.

WHEREAS, Fort Worth and the Participant have entered into that certain agreement identified as City Secretary Contract No. 44903 (also the "Agreement") for fiscal year 2014 (October 1, 2013 through September 30, 2014) whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program as authorized by Mayor and Council Communication C-26421; and

WHEREAS, that Agreement was for an initial term of one year and that Agreement provides for the extension of the term for up to three additional periods of one year each; and

WHEREAS, City Secretary Contract No. 44903 A-1 extended the contract term from October 1, 2014 through September 30, 2015; and

WHEREAS, the parties wish to extend the term of the initial Agreement for an additional year commencing on October 1, 2015 through September 30, 2016; and

WHEREAS, the parties agree that all other conditions, terms, and pricing shall remain the same as stated in City Secretary Contract No. 44903;

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

1. Extended term of agreement:

City Secretary Contract number 44903 is extended to include the term beginning on October 1, 2015 and ending on September 30, 2016.

2. Anticipated Holiday Closures:

During the extended term of the agreement, the Environmental Collection Center (ECC) will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving holiday, Thursday and Friday, November 26-27, 2015

Christmas holiday, Friday, December 25, 2015

New Year's Day holiday, Friday, January 1, 2016

3. Miscellaneous:

All definitions, terms, conditions, and prices, as well as the rights and obligations of the parties as set forth in City Secretary Contract number 44903 shall remain unchanged except as expressly set forth herein.

IN WITNESS THEREOF, the parties have executed this contract in triplicate in Fort Worth, Texas, on the dates written below.

CITY OF FORT WORTH

THE CITY OF SHERMAN

BY: \_\_\_\_\_

Fernando Costa  
Assistant City Manager

Date: \_\_\_\_\_

BY: \_\_\_\_\_

George Olson  
City Manager

APPROVED AS TO FORM  
AND LEGALITY:

WITNESS:

\_\_\_\_\_  
Arthur N. Bashor  
Assistant City Attorney

ATTEST:

\_\_\_\_\_  
Mary J. Kayser  
City Secretary

CITY SECRETARY  
CONTRACT NO. 44903

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S  
ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM

FY2014

City of Sherman

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S  
ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM

THIS AGREEMENT is entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called "Fort Worth," acting by and through Fernando Costa, its duly authorized Assistant City Manager and the City of Sherman, hereinafter referred to as "Participating City" and located in Grayson County, Texas acting herein by and through George Olson its duly authorized City Manager.  
(Name) (Title)

**DELIVERY OF NOTICES**

Any notices required to be given under this Agreement shall be delivered as follows:

If to Fort Worth:

Michael A. Gange, Assistant Director  
TPW – Environmental Management Division  
City of Fort Worth  
1000 Throckmorton  
Fort Worth, Texas 76102

If to Participating City:

City of Sherman  
Solid Waste & Recycling Department  
220 W. Mulberry  
Sherman, Texas 75090

**OPERATIONAL CONTACTS**

**Participating City's Operational Contact Persons:**

Designated person is: Michael Springer telephone number: 903-892-7261  
Mobile phone number (24-hour) where he or she can be reached: 903-271-6713  
Email Address: michaels@ci.sherman.tx.us

Alternate person is Don Keene telephone number: 903-892-4549  
Mobile phone number (24-hour) where he or she can be reached: 903-821-3732  
Email Address: donk@ci.sherman.tx.us

## VOUCHER UTILIZATION

The Participating City:

☐ DOES wish to use a voucher system for its residents visiting the ECC or a mobile event.

☒ DOES NOT wish to use a voucher system for its residents visiting the ECC or a mobile event.

If a voucher system will be used only residents with an official voucher provided by Participating City will be allowed to drop wastes off at the ECC or at mobile events in Participating City. **A copy of the official voucher must be attached to this agreement.**

## INVOICE DELIVERY

Invoices to Participating City shall be delivered to:

Michael Springer - Solid Waste & Recycling Superintendent

Name

Solid Waste & Recycling Department

Department (if applicable)

PO Box 1106

Street Address or PO Box

Sherman, TX 75091-1106

City, State, ZIP

michaels@ci.sherman.tx.us

email address for billing questions and correspondence

Participating City shall notify Fort Worth in writing if the above contact information changes during the term of this Agreement.

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### WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code, §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and Participating City desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Fort Worth and Participating City mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

### 1. DEFINITIONS

- A. Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

Act of God means an act occasioned by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans and without human intervention.

Bill of Lading lists the contents of the mobile collection unit.

Environmental Collection Center (ECC) means the City of Fort Worth TPW-Environmental Management Division facility located at 6400 Bridge Street, Fort Worth, Texas, which is to be used by Fort Worth for the aggregation of household hazardous wastes that have been brought to the facility by participating cities' households for subsequent recycling, disposal, and/or reuse.

Environmental damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, and including without limitation:

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and
- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- (a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (b) All requirements pertaining to the protection of the health and safety of employees or the public.

Force majeure means decrees of or restraints by a governmental instrumentality other than the Parties, acts of God, work stoppages due to labor disputes or strikes, failure of Fort Worth's contractor(s) to perform pursuant to their agreements with Fort Worth for the conduct of the collection of household hazardous waste, fires, explosions, epidemics, floods, extreme weather, riots, war, rebellion, and sabotage.

Household hazardous waste (HHW) means any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR § 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Manifest means the uniform hazardous waste manifest form(s) that must accompany shipments of municipal hazardous waste or Class 1 industrial solid waste.

Mobile collection event means a household hazardous waste collection event by Participating City utilizing a mobile collection unit.

Mobile Collection Unit (MCU) means a non-self-propelled vehicle used for the periodic collection of household hazardous waste by Participating City, off-site of the ECC, which is transported to the ECC to dispose of the household hazardous waste collected at the mobile collection event. Mobile Collection Units owned by Fort Worth are designed to hold the hazardous waste of approximately 50 to 75 households.

Participating City means the municipality which has entered into this agreement with the City of Fort Worth.

Participating Entities, when used in the plural, means Fort Worth, Participating City, and all other entities which have entered into interlocal agreements with Fort Worth for the ECC household hazardous waste collection program.

Person means an individual, corporation, organization, government, or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Waste has the same meaning as "solid waste" as that term is defined in Texas Health and Safety Code §361.003, and including hazardous substances.

- B. Unless a provision in this Agreement explicitly states otherwise, the following abbreviations, as used in this Agreement, shall have the meanings hereinafter designated.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act, its amendments, associated case law, and state counterparts.

CPR - cardiopulmonary resuscitation.

DOT - United States Department of Transportation.

ECC – Fort Worth Environmental Collection Center.

EPA - United States Environmental Protection Agency.

HAZCAT - hazardous categorization.

HAZWOPER - hazardous waste operations and emergency response and the training, certification, and legal requirements associated therewith.

HM - hazardous materials.

HHW - household hazardous waste.

MCU - Mobile Collection Unit.

TCEQ – Texas Commission on Environmental Quality.

2.  
PURPOSE

The purpose of this interlocal agreement (hereafter "Agreement") is the provision of services by Fort Worth to Participating City whereby, subject to the terms and conditions specified below, Fort Worth will administer and supervise a regional household hazardous waste collection program, which will be available to households within Participating City as described herein.

3.  
TERM

This Agreement shall be effective from October 1, 2013 or the date the last party has signed this Agreement, whichever is later, through September 30, 2014; however, the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive. If Participating City has mobile collection events scheduled during the months of October through December 2014 and this Agreement has not been renewed by the end of the regular term, this agreement shall be extended on a month to month basis until the mobile collection events have been completed or cancelled by Participating City.

In addition, this agreement may be extended by the duly authorized, mutual, and written agreement of the parties for up to three (3) additional one-year terms..

4.  
SERVICES OF FORT WORTH

Fort Worth agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.
- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.
- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.
- E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.

- F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.
- G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.
- H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:

If Participating City would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, Participating City shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties. Participating City may schedule one mobile collection event each contract year. Fort Worth will file notification of the event with TCEQ as required by 30 TAC §335.403.

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for the 2014 calendar year on January 2, 2014. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein.

(b) Location

If Participating City chooses to hold the Mobile Collection Event on private property, Participating City shall obtain a signed waiver from the owner of the property sixty (60) days prior to the event. The waiver shall be in the form of Exhibit B or similar form approved by Fort Worth. The signed waiver must be sent to Fort Worth sixty (60) days before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth sixty (60) days before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. All events must be held on an impervious surface.

(c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how much more waste it can accept for proper transport back

to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.

- (d) Due to the lack of storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.
- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the Participating City and shall attempt to send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.

2. Participating City Mobile Collection Unit:

- (a) Fort Worth agrees to accept household hazardous waste from mobile collection events conducted by Participating City using Participating City's MCU in accordance with the terms of this Agreement.
- (b) Fort Worth agrees to restock the items it removes from Participating City's MCU, however, Fort Worth shall only restock items listed in Exhibit "A", attached and incorporated herein as if set forth.

3. Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties

will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.

- (b) Participating City agrees to maintain and return the Reserve MCU in as good condition as it was in when Participating City took possession for use. Participating City shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.
- (c) Participating City shall be responsible for all property damage, personal injury or death caused by Participating City's employees, volunteers, contractors, or agents and arising out of the use of the Reserve MCU during the term of this Agreement.
- (d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

## 5. DUTIES OF PARTICIPATING CITY

Participating City agrees to perform the following duties in connection with the household hazardous waste collection program:

- A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact to interact with Fort Worth as designated on the signature page to this contract.
- B. Participating City will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.
- C. Participating City shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 "The Environmental Collection Center Hours of Operation."
- D. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If Participating City chooses to use such a system, it shall designate so herein and include a copy of the official voucher. In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.

- E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.
- F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event, the parties shall agree upon the details of the traffic control, signage, and personnel assistance.
- G. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- H. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- I. Mobile Collection Events using Participating City's MCU or Reserve MCU
  - 1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
  - 2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.
  - 3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
  - 4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.
  - 5. The Participating City's MCU operators shall package all hazardous materials in accordance with United States Department of Transportation (DOT) requirements, United States Environmental Protection Agency (EPA) requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets,

and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.

6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.
9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth herein.
10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth herein.

6.

USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said

environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.

- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW AND STATE LAW.** Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City and residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.
- C. In regards to materials accepted by Participating City, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**
1. the container contents are what the label indicates;
  2. the container contents are those originally placed into the container by the manufacturer;
  3. the product is of the quality intended for its use;
  4. the contents of the container have been stored properly;
  5. the instructions on the container label for use, storage, and first aid are current or correct;
  6. the container is in unimpaired condition;
  7. the product is still approved for use (i.e., it has not been banned or recalled); and
  8. the product can be used without risk to persons, property or the environment.

**FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED. PARTICIPATING CITY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.**

- D. Participating City shall contact the ECC manager to arrange a pickup time to obtain materials. Participating City agrees that it shall not return to Fort Worth, directly or indirectly, any materials it obtains from Fort Worth under this paragraph.

E. **INDEMNIFICATION REGARDING REUSED OR RECYCLED MATERIALS.**

1. IN REGARDS TO REUSED OR RECYCLED MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY DOES HEREBY WAIVE ALL CLAIMS, INCLUDING PRODUCTS LIABILITY CLAIMS, AND RELEASES, AND HOLDS HARMLESS THE CITY OF FORT WORTH, AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR LOSS OF USE OF ANY PROPERTY , OCCASIONED BY THE TRANSPORTATION, STORAGE, HANDLING, USE, AND DISPOSAL BY PARTICIPATING CITY OF ANY MATERIALS ACCEPTED BY PARTICIPATING CITY UNDER THIS AGREEMENT FROM FORT WORTH.

2. IF THE PARTICIPATING CITY DOES NOT AGREE TO THE INDEMNIFICATION AND WAIVER IN PARAGRAPH E ABOVE, THEN THE PARTICIPATING CITY SHALL NOT ACCEPT, NOR ALLOW ANY OTHER PERSON TO ACCEPT ANY OF THE REUSED OR RECYCLED MATERIALS AND SHALL NOT BE REQUIRED TO AGREE TO THE WAIVER IN PARAGRAPH E. Initial here to reject term 7.E.1. and accept alternate term 7.E.2. \_\_\_\_\_.

- F. In regards to materials accepted by residents or businesses of Participating Cities, FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT:

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

**FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.**

- G. Participating City shall attempt to inform its residents and businesses that if they go to the Environmental Collection Center to pick up household hazardous waste for reuse, a release of liability must be signed to accept the household hazardous waste for reuse.

8.

RIGHT TO REFUSE WASTE

Participating City agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from Participating City or Participating City's resident, if in the reasonable judgment of Fort Worth:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other established criteria established by this Agreement, or that have been established by Fort Worth subsequent to the execution of the Agreement;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of Participating City;
- D. Participating City has implemented a voucher system for its residents to dispose of waste, and the individual does not have a valid voucher; or
- E. The waste or the individual presents a hazard to the ECC or to persons or property at the ECC.

9.

ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS  
OF OPERATION

- A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:  
Thursday and Friday 11:00 a.m. -- 7:00 p.m.  
Saturday 9:00 a.m. -- 3:00 p.m.

- B. Days the Environmental Collection Center will be closed

During the term of the agreement, the ECC will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving Holiday, Thursday and Friday, November 28-29, 2013  
Independence Day, Friday, July 4, 2014

In addition to the above closures Fort Worth employees will not be available to conduct mobile collection events on May 24, 2014 and August 30, 2014 although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

C. Notifying Residents

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: (817) 871-5257.

10.  
COMPENSATION

As fair compensation for the services provided by Fort Worth pursuant to this Agreement:

- A. Participating City agrees to pay Fort Worth the sum of **\$47.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated.
- B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs for City staff time (\$60.00 per hour) plus the cost of supplies and the actual costs for the spill response and remediation incurred by the City of Fort Worth for third party contractors and responding governmental agencies.
- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.
- E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to Participating City, which will include the total number of Participating City's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.
- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.  
ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS  
LICENSE AGREEMENT

Fort Worth is the owner of "**Captain Crud**" and the Cruddies ("**Bloomer**," "**Otto**," "**Pestie**," "**Scrub**," and "**Van Goo**") and the recycling buddies ("**Scrappy**," "**Juggles**," and "**Cana Nana**") "**Conquer Your Crud**," and "**Crud Cruiser**", and therefore all ownership rights belong

to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

- A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.
- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.
- C. If Participating City desires an actor to portray "Captain Crud" for an event, Participating City shall use actors approved by Fort Worth to portray "Captain Crud" since "Captain Crud" is owned by Fort Worth. Participating City shall be solely responsible for compensating actor for the services provided to Participating City. Participating City will contact Fort Worth as soon as possible with the date and time of the event agreeable to both parties to obtain approval for the chosen actor and to request and pickup the "Captain Crud" costume for its events. Fort Worth will provide the "Captain Crud" costume. However, Participating City agrees to be liable to Fort Worth for any damage to the costume or if Participating City fails to return the entire costume to Fort Worth or if the costume is not returned in the same condition as received.

## 12. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

## 13. FORCE MAJEURE

A delay or failure of Fort Worth to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Fort Worth and not due to its fault or negligence. Participating City shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

14.  
TERMINATION

The parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party excluding "USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE" "REUSE OF COLLECTED MATERIALS" and "ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND "PROMOTIONAL MATERIALS LICENSE AGREEMENT" and any terms and conditions arising from events occurring during the term of the contract .

15.  
ENTIRETY

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by Participating City and Fort Worth.

16.  
SEVERABILITY

In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17.  
VENUE

Should any action, real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in Tarrant County, Texas.

18.  
AUTHORITY

This Agreement is made for Fort Worth and Participating City as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

19.  
AUTHORIZATION

The undersigned officers and/or agents of the parties hereto are properly authorized officials 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 such authority have been duly passed and are now in full force and effect.

SIGNATURE PAGE  
INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S  
ENVIRONMENTAL COLLECTION CENTER, HOUSEHOLD HAZARDOUS WASTE PROGRAM

CITY OF FORT WORTH

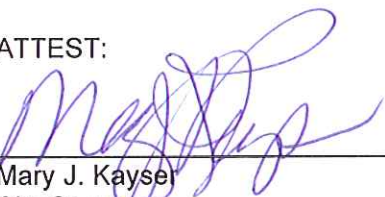
By:

  
\_\_\_\_\_  
Fernando Costa  
Assistant City Manager  
Date: 9/30/13

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
Arthur N. Bashor  
Assistant City Attorney

ATTEST:

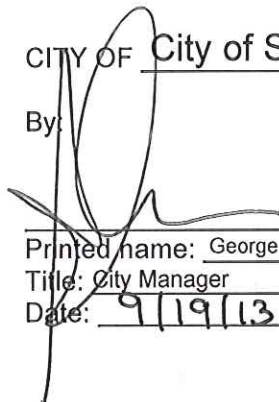
  
\_\_\_\_\_  
Mary J. Kayser  
City Secretary

C-210421  
Contract Authorization  
9/10/13  
Date



CITY OF City of Sherman

By:

  
\_\_\_\_\_  
Printed name: George Olson  
Title: City Manager  
Date: 9/19/13

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
City Attorney / Assistant City Attorney

ATTEST:

  
\_\_\_\_\_  
City Secretary

Exhibit "A"

**RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT**

| <b>Material</b>                                                                        | <b>Amount Restocked</b>      | <b>Special Needs</b> | <b>Remarks</b> |
|----------------------------------------------------------------------------------------|------------------------------|----------------------|----------------|
| 55 gallon open top drums (open top for loose packs)                                    | Amount taken off the trailer |                      |                |
| 55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra) | Amount taken off the trailer |                      |                |
| Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)                    | Amount taken off the trailer |                      |                |
| Gaylord box liners (plastic)                                                           | Amount taken off the trailer |                      |                |
| 55 gallon drum liners                                                                  | Amount taken off the trailer |                      |                |
| 5 gallon buckets (filters/haz chemicals)                                               | Amount taken off the trailer |                      |                |
| Survey Forms                                                                           | Amount taken off the trailer |                      |                |
| Labels/drum placard                                                                    | Amount taken off the trailer |                      |                |
| Gaylord boxes                                                                          | Amount taken off the trailer |                      |                |
| Absorbent pads                                                                         | Amount taken off the trailer |                      |                |
| Vermiculite                                                                            | Amount taken off the trailer |                      |                |
| Oil dry                                                                                | Amount taken off the trailer |                      |                |
| Promotional Materials & Brochures                                                      | Amount needed                |                      |                |

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD  
HAZARDOUS WASTE

I being the owner of property located at \_\_\_\_\_  
have been asked by the City of \_\_\_\_\_ to allow a mobile collection  
event on my property to collect household hazardous waste on the \_\_\_\_\_, 20\_\_\_\_.  
I hereby give my permission to the City of \_\_\_\_\_ and the City of Fort  
Worth, to hold a household hazardous waste collection event on my property in which the City  
of \_\_\_\_\_ has asked the City of Fort Worth to send its mobile  
collection unit to collect the household hazardous waste that is brought to the event.

Therefore, I hereby **RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY** the City of  
Fort Worth or its officers, agents, and employees and the City of \_\_\_\_\_  
and its officers, agents, and/or employees for any and all claims, demands, liability, causes of  
action, actions or suits of any character that I may have against the City of Fort Worth or its  
officers, agents, and/or employees and the City of \_\_\_\_\_ or its officers,  
agents, and/or employees for any property loss or damage, for any and all personal injury  
including death or any other damage of any kind or character which may arises or that arises  
from allowing the City of \_\_\_\_\_ to hold a household hazardous waste  
collection event, in which the City of Fort Worth sends its mobile collection unit on my property.

I have read this Waiver and Release and fully understand its terms and conditions. I have not  
been influenced in any extent whatsoever by any representation or statements not contained in  
this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



## SHERMAN CITY COUNCIL

### Agenda Communication Form

#### **City Council Called Meeting**

**Agenda Item No. D. 8.**

**Meeting Date:** 09/08/2015

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

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#### **Caption:**

##### **\* RESOLUTION NO. 6010**

Authorizing the Execution of Deeds for the Resale of Properties within the Sherman City Limits Seized for Delinquent Taxes

#### **Issue:**

The attached resolution authorizes Grayson County to auction certain tracts of real property that have been moved to the City of Sherman's ownership due to unpaid property taxes. It also authorizes the Mayor to sign deeds conveying these properties to the buyers.

#### **Background:**

Grayson County will hold a tax resale auction on Wednesday, October 14<sup>th</sup> at 10:00 a.m. at the Grayson County Courthouse, Assembly Room, 2<sup>nd</sup> Floor Annex located in downtown Sherman. The properties to be sold have gone through a sheriff's sale without receiving a bid equal to or above the taxes owed against the property. Therefore, they have been moved to the ownership of a local government and will be sold at this auction. Five (5) properties owned by the City of Sherman jointly with other taxing entities will be included in the auction.

#### **Origination:**

Bruce Stidham, Assessor and Collector of Taxes for Grayson County

#### **Financial Consideration:**

A small amount of delinquent taxes will be collected by the auction; and the properties will be returned to the tax rolls. Proceeds from the auction will be distributed to each political subdivision on a pro-rata basis based on the taxes owed each entity.

#### **Staff Recommendation:**

The staff recommends approving the resale of these properties, returning them to the tax rolls.

#### **Alternatives:**

The City Council could deny the resolution.

---

### **Attachments**

Resolution No. 6010

Tax Assessor-Collector's Request of July 28, 2015

Exhibit "A" - List of Property

Location Map - S033-2027035 & S033-2027036

Location Map - S021-2160001

Location Map - S021-2160002

Location Map - S022-2161015

Location Map - S042-2003006

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**RESOLUTION NO. 6010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF DEEDS FOR THE RESALE OF PROPERTIES WITHIN THE SHERMAN CITY LIMITS SEIZED FOR DELINQUENT TAXES; 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**, various tracts of real property have been struck-off/sold to various Grayson County taxing jurisdictions for delinquent taxes; and

**WHEREAS**, various Grayson County taxing jurisdictions desire to sell these properties and thereby place them back on the tax rolls; and

**WHEREAS**, Grayson County has scheduled a 2015 Tax Resale Auction to be held at the Grayson County Courthouse Assembly Room, 2<sup>nd</sup> Floor Annex, 100 West Houston Street, Sherman, Texas, at 10:00 a.m. on Wednesday, October 14, 2015; and

**WHEREAS**, there is no fee owed for placing these properties in the 2015 Tax Resale Auction;

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

**SECTION 1.** That the list of property attached to this resolution as Exhibit "A" shall be offered for sale at the 2015 Tax Resale Auction at 10:00 a.m. on Wednesday, October 14, 2015 at the Grayson County Courthouse Assembly Room, 2<sup>nd</sup> Floor Annex, 100 West Houston Street, Sherman, Texas, free and clear of all property taxes and tax liens held by the City of Sherman and may be sold by the auctioneer at a price equal to or above the minimum bid price shown on Exhibit "A".

**SECTION 2.** That Carolyn S. Wacker, as Mayor of the City of Sherman, Texas, is hereby authorized to execute any deed or deeds necessary to complete the sale of said properties in conformance with this resolution and without further approval by this governing body.

**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 \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**



OFFICE OF  
**BRUCE STIDHAM**  
TAX ASSESSOR - COLLECTOR  
GRAYSON COUNTY  
[www.co.grayson.tx.us](http://www.co.grayson.tx.us)

COURTHOUSE  
100 W. HOUSTON - SUITE 11  
P.O. BOX 2107  
SHERMAN, TX 75091

TAX OFFICE: 903-892-8297  
VOTER REGISTRATION: 903-893-8683  
VEHICLE REGISTRATION: 903-813-4225  
FAX: 903-893-4973

TO: ALL ENTITIES INVOLVED IN 2015 TAX RESALE AUCTION

FROM: BRUCE STIDHAM

SUBJECT: 2015 TAX RESALE AUCTION

DATE: JULY 28, 2015

The 2015 Tax Resale Auction will be held on Wednesday, October 14, 2015 at 10:00 A.M. at the Grayson County Courthouse, Assembly Room, 2<sup>nd</sup> Floor Annex, 100 W. Houston, Sherman, Texas. The auction will include tracts of real property that have been struck off/sold to various Grayson County taxing jurisdictions for delinquent taxes.

Enclosed find a Resolution and a list of the properties that are to be included in the auction. Please present the Resolution to your jurisdiction for signatures at the next board or council meeting and return the signed Resolution to this office as soon as possible.

Sincerely,

Bruce Stidham

BS:kb

enclosure:

# Exhibit "A"

## 2015 RESALE AUCTION

### CITY OF SHERMAN

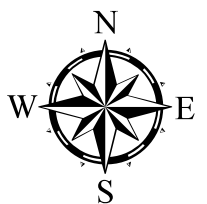
| CAUSE #   | ORIGINAL OWNER NAME | PROPERTY ID# | ADDRESS                       | ISD | LEGAL DESCRIPTION                                                         | MINIMUM BID | ATTY |
|-----------|---------------------|--------------|-------------------------------|-----|---------------------------------------------------------------------------|-------------|------|
| T-13-3358 | JAMES DUNN, ET AL   | S033-2027035 | 703 E PACIFIC ST/THROCKMORTON | SH  | BROCKETTS M Y ADDN, BLOCK E, LOT W PT 1 & 2                               | \$ 302.00   | LGBS |
|           |                     | S033-2027036 | SHERMAN                       |     | BROCKETTS M Y ADDN, BLOCK E, LOT PT 3 & 4                                 |             |      |
| T-12-0006 | D W GULICK          | S021-2160001 | ELIZABETH ST                  | SH  | MILAN HEIGHTS ADDN, BLOCK 3, LOT 22                                       | \$ 379.00   | LGBS |
| T-12-0006 | D W GULICK          | S021-2160002 | ELIZABETH ST                  | SH  | MILAN HEIGHTS ADDN, BLOCK 3, LOT 20                                       | \$ 379.00   | LGBS |
| T-11-3321 | VINCENT MURPHY      | S022-2161015 | 1404 N HURT                   | SH  | MILDRED HEIGHTS ADDN, BLOCK 7, LOT 1                                      | \$ 397.00   | LGBS |
| T-11-3323 | JULIUS SHANNON      | S042-2003006 | 625 E JONES / SHERMAN         | SH  | BALFOUR & MAYRANTS ADDN, BLOCK A, LOT 32<br>& PT 30 & 31 LESS, 42' RR ROW | \$ 395.00   | LGBS |

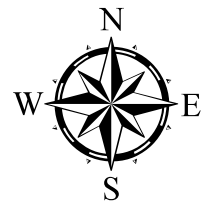


Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

**Sherman**  
ENGINEERING DEPT.  
220 W. MULBERRY  
SHERMAN, TX 75090

**703 E Pacific / Throckmorton**  
**property ID 161350 / S033 2027035**  
**property ID 161351 / S033 2027036**



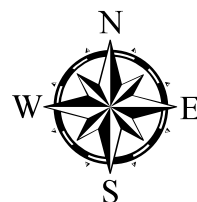


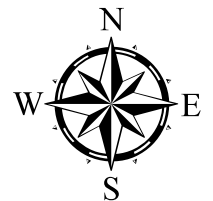


**Elizabeth St**

**property ID 157133 / S021 2160002**

**Sherman**  
ENGINEERING DEPT.  
220 W. MULBERRY  
SHERMAN, TX 75090









# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. D. 9.**

**Meeting Date:** 09/08/2015

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**\* RESOLUTION NO. 6011**

Authorizing the Execution of Agreements with the Sherman Housing Authority, the Texoma Area Paratransit System, Inc., the Grayson County Crisis Center, the Grayson County Shelter, Inc., Child & Family Guidance Center of Texoma, Boys & Girls Club of Sherman, Inc., and MasterKey Ministries of Grayson County, Inc. for the Use of Community Development Block Grant Funds

**Issue:**

Public Service Contracts for the Fiscal Year (FY) 2015 Community Development Block Grant (CDBG) Program

**Background:**

The FY 2015 CDBG Program, previously adopted by the Sherman City Council via Resolution No. 5978 at the June 15, 2015 meeting, allocated certain CDBG funds to provide various public services through sub-recipient agencies. These agreements are designed to coincide with the CDBG funding cycle and cover the period of October 1, 2015, through September 30, 2016.

**Origination:**

Theresa Caudle, Community Development Coordinator

**Financial Consideration:**

Funds have been appropriately allocated through the specific public hearing and grant submission process, as required by the U.S. Department of Housing and Urban Development.

**Staff Recommendation:**

Staff recommends the Sherman City Council approve and authorize the City Manager to execute the required contract documents.

**Alternatives:**

As directed by the Council

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### **Attachments**

Resolution No. 6011

Resolution No. 5978 with CDBG Final Statement/Action Plan and Certificates

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**RESOLUTION NO. 6011**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THE SHERMAN HOUSING AUTHORITY, THE TEXOMA AREA PARATRANSIT SYSTEM, INC., THE GRAYSON COUNTY CRISIS CENTER, THE GRAYSON COUNTY SHELTER, INC., CHILD & FAMILY GUIDANCE CENTER OF TEXOMA, BOYS & GIRLS CLUB OF SHERMAN, INC., AND MASTERKEY MINISTRIES OF GRAYSON COUNTY, INC. FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form by the City Attorney, to execute agreements with the Sherman Housing Authority, the Texoma Area Paratransit System, Inc., the Grayson County Crisis Center, the Grayson County Shelter, Inc., Child & Family Guidance Center of Texoma, Boys & Girls Club of Sherman, Inc., and MasterKey Ministries of Grayson County, Inc. for the use of Community Development Block Grant Funds in accordance with the terms and provisions of the Agreements to be attached hereto and incorporated herein for all purposes.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY: \_\_\_\_\_**  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY: \_\_\_\_\_**  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY: \_\_\_\_\_**  
**BRANDON S. SHELBY,  
CITY ATTORNEY**

**RESOLUTION NO. 5978**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE 2015-2019 FIVE-YEAR CONSOLIDATED PLAN & STRATEGY AND AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT/ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR PROGRAM YEAR 2015; AUTHORIZING SUBMISSION OF THE FIVE-YEAR CONSOLIDATED PLAN & STRATEGY AND THE ONE-YEAR ACTION PLAN; AUTHORIZING EXECUTION OF CERTAIN ASSURANCES OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEAR 2015; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, under the Housing and Community Development Act of 1974, as amended, the City of Sherman is eligible to receive an estimated \$317,392.00 for program year 2015, to be expended on eligible activities primarily benefiting low/moderate income families; and

**WHEREAS**, the Community Development Block Grant regulations require the opportunity for citizen participation in the development of the Five-Year Consolidated Plan & Strategy and Action Plan Final Statement and authorizing of the expenditure of such funds; and

**WHEREAS**, after proper notice was published in the Herald Democrat, a newspaper of general circulation in the City of Sherman, public hearings were held by said Community Development Staff to receive citizen participation and input on March 9, 2015 and April 12, 2015; and

**WHEREAS**, the City Council, after due consideration of the Five-Year Consolidated Plan & Strategy and the Action Plan Final Statement and of all matters raised at public meetings, is of the opinion that, unless public comment warrants revisions, said Five-Year Consolidated Plan & Strategy and Action Plan Final Statement should be submitted as the Community Development Application for the City of Sherman for the program year 2015 to the U.S. Department of Housing and Urban Development, in order to secure funding as provided herein;

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

**SECTION 1.** That the City of Sherman's Five-Year Consolidated Plan & Strategy, to be attached hereto and made a part hereof for all purposes, is hereby approved and adopted for program year 2015-2019.

**SECTION 2.** That the Community Development Final Statement, embodying those projects set forth on Attachment "A", attached hereto and made a part hereof for all purposes, is hereby approved and adopted as the Community Development Plan of the City of Sherman, Texas, for the program year 2015.

**SECTION 3.** That the City Council of the City of Sherman hereby certifies and assures the U.S. Department of Housing and Urban Development that development of this application for funds under the Housing and Community Development Act of 1974, as amended, and the implementation of the Block Grant Program will be conducted in accordance with all applicable provisions of the "Assurances" as required.

**SECTION 4.** That the City Manager of the City of Sherman is hereby authorized to execute, on behalf of the City of Sherman, the "Assurances" set forth on Attachment "B", attached hereto and made a part hereof for all purposes. These Assurances concern compliance with certain guidelines, regulations, and policies in preparation of this application and in conducting the Community Development Program of the City of Sherman.

**SECTION 5.** That the City Manager of the City of Sherman is hereby authorized to submit, as the Chief Executive Officer of the City of Sherman, and on behalf of the City of Sherman, the 2015-2019 Five-Year Consolidated Plan & Strategy, the Community Development Final Statement, and a certified copy of this resolution and all attachments thereto to the U.S. Department of Housing and Urban Development, in application for funds available to the City of Sherman under the Housing and Community Development Act of 1974, as amended. Said application shall be made on forms required by the U.S. Department of Housing and Urban Development.

**SECTION 6.** That the City Manager of the City of Sherman is hereby authorized and designated to act as Chief Executive Officer in connection with this application, and is hereby authorized and directed to provide such additional information as may be required in connection with said application.

**SECTION 7.** 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 15th day of June, 2015.

**CITY OF SHERMAN, TEXAS**

**BY:**

  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** Linda Ashby  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** Brandon S. Shelby  
**BRANDON S. SHELBY,  
CITY ATTORNEY**

# memorandum

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**DATE:** Thursday, June 4, 2015  
**TO:** Robby Hefton, City Manager  
**FROM:** Theresa Caudle, CD Coordinator  
**SUBJECT:** 2015-2019 Five-Year Consolidated Plan & Strategy and PY 2015 Community Development Block Grant Proposed Final Statement/Action Plan

This is to let you know that we are in the final stage to approve the 2015-2019 Five-Year Consolidated Plan & Strategy and PY 2015 Community Development Block Grant Action Plan for the City's use of Community Development Block Grant funds, as required by HUD.

The Five-Year Consolidated Plan & Strategy is a comprehensive planning document required by HUD, and serves as the long term planning tool to address the identified needs of affordable housing, homelessness, other special needs populations, and non-housing community development activities for the City of Sherman, and it is with these established goals and objectives that the City's performance and future funding is evaluated by HUD. The City is also required to prepare an annual action plan to meet the goals and objective as identified in the Five-Year Consolidated Plan & Strategy.

A Public Hearing was held in March at the City Council Chambers to allow the citizens, public agencies, and other interested parties an opportunity to discuss local housing and community development needs.

A Community Needs Questionnaire was sent to local service providers to gather data on services provided and to help identify gaps in our service delivery system. This data assisted us in determining priority needs of our community and enabled us set priorities to be addressed in the Plan. Housing continues to be the number one priority for use of the block grant funds.

With this mandated directive and based on relative input from local service providers, citizens, census data and various other information sources – community needs were identified and the planning mechanism to create and direct the city in establishing the City of Sherman's Five-Year Consolidated Plan & Strategy and PY 2015 Action Plan.

Therefore, we are now ready to proceed with submitting this to the City Council in the form of a Resolution establishing the City of Sherman's 2015-2019 Five-Year Consolidated Plan & Strategy and PY 2015 Community Development Block Grant Proposed Final Statement/Action Plan.

I am requesting that you set this item for public hearing and present the Resolution for consideration and approval by our City Council at the next regular scheduled meeting of June 15, 2015.

During the interim, should you have any questions or desire additional information or clarification, please let me know.

**CITY OF SHERMAN, TEXAS  
FINAL STATEMENT/ACTION PLAN OF  
COMMUNITY DEVELOPMENT OBJECTIVES  
AND PROJECTED USE OF FUNDS FOR PROGRAM YEAR 2015**

**GRANT NO: B-2015-MC-48-0027**

The City of Sherman has received notice from the U.S. Department of Housing and Urban Development (HUD) that its entitlement grant for the Community Development Program (CDBG) for fiscal year 2015 is \$317,392.00. These funds will be received on October 1, 2015. Activities that directly benefit low and moderate-income persons will be available citywide. Other activities which have an area benefit will only be available in areas of the city which are populated by a majority of low and moderate-income persons. The City has met citizen participation requirements.

The City of Sherman's Consolidated Plan is a document which is required by the U.S. Department of Housing and Urban Development, and includes the following subjects: (1) Housing and Homeless Needs Assessment - A description of the jurisdiction's estimated housing needs for the ensuing five-year period; (2) Housing Market Analysis - A description of the significant characteristics of the jurisdiction's housing market, including supply, demand, condition and cost of housing and the housing stock and services available (i.e., public and assisted housing, homeless, elderly, frail elderly, persons with disabilities (mental/physical/developmental), persons with alcohol and other drug addictions, and persons with HIV/AIDS and related diseases; (3) Strategic Plan - A description of the five-year strategy and plan to address affordable housing, homelessness, other special needs and non-housing community development plan; and, (4) Action Plan - A description of the jurisdiction's one-year plan of activities to be undertaken during the coming year.

The overall goal of this community development planning and development program is to develop viable urban communities by providing decent housing, a suitable living environment and expanded economic opportunities principally for low and moderate-income persons of the City of Sherman. Therefore, based on these objectives, the following use of funds is being proposed:

**COMMUNITY DEVELOPMENT PROGRAM ACTION PLAN  
PROGRAM YEAR 2015**

**OWNER-OCCUPIED HOUSING REHABILITATION:..... \$185,802**

A program of specific housing repairs will be provided to low and moderate income homeowners who reside within the city limits of Sherman, to bring their properties to code requirements. Expenditures will be limited to \$5,000 per housing unit under this activity. This activity will cause no displacement of low and moderate income persons.

**DEMOLITION/CLEARANCE PROGRAM:.....\$30,000**

A program to demolish vacant, substandard structures and clear property lots which pose a risk to health/safety of low-moderate income target neighborhoods.

**PROGRAM ADMINISTRATION:.....\$63,470**

The City proposes to use the Administration funds for personnel and support for all phases of the application process, environmental reviews, fair labor standard compliance, contract management, fair housing Grantee Performance Report, preparation of annual Action Plan and Performance Report associated with the City of Sherman Five-Year Consolidated Plan and Strategy.

**PUBLIC SERVICE ACTIVITIES:**

**Sherman Housing Authority:.....\$10,000**

A program to address the problems of drug abuse and associated crime in public housing. Activities include increasing law enforcement services to stop the sell of illegal drugs in and around assisted housing, apprehend sellers of such drugs and an overall reduction of crime in the assisted housing area.

**Texoma Area Paratransit System, Inc:.....\$17,500**

A program that will provide transportation assistance to low and moderate income individuals who reside within the city limits of Sherman including transportation to and from work, to and from school, and to doctor and grocery trips for the elderly.

**Grayson County Crisis Center: .....\$3,000**

A program of activities that will provide emergency assistance to homeless women and children of domestic violence, who at one time, resided within the city limits of Sherman.

**Grayson County Shelter, Inc.: .....\$3,000**

A program of activities that will provide emergency assistance to homeless individuals and families, who at one time, resided within the city limits of Sherman.

|                                                                                                                                                                                                                                                         |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Child &amp; Family Guidance Center of Texoma:</b> .....                                                                                                                                                                                              | <b>\$2,000</b> |
| A program to provide counseling services for family dysfunction, alcohol and substance abuse, domestic violence and sexual abuse for the low and moderate income Sherman residents.                                                                     |                |
| <b>Boys &amp; Girls Club of Sherman, Inc. :</b> .....                                                                                                                                                                                                   | <b>\$1,620</b> |
| A program to provide scholarships for the low and moderate income Sherman youth. Scholarship funding will provide the opportunity for low/moderate income youth to participate in organized activities that would not otherwise be able to participate. |                |
| <b>MasterKey Ministries of Grayson County, Inc.</b> .....                                                                                                                                                                                               | <b>\$1,000</b> |
| A Program to provide scholarships for an academic summer camp to improve academic skills for Sherman youth from low-moderate income families.                                                                                                           |                |

**TOTAL PROGRAM ALLOCATION: .....\$317,392**

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The City of Sherman seeks, through the following program objectives, to improve housing conditions, neighborhood appearance, employment opportunities, and the overall quality of life for low and moderate-income citizens. No activities will be undertaken which cause involuntary displacement of persons.

#### **CITY OF SHERMAN COMMUNITY DEVELOPMENT OBJECTIVES**

1. Encourage citizen participation and input to obtain maximum public involvement in program activities.
2. Promote the rehabilitation and repair of deteriorating housing through the City's rehabilitation program.
3. Promote homeownership opportunities for low-moderate income persons through the City's First-time Homeownership closing cost assistance program.
4. Eliminate slum and blight through the removal of structures that create unsafe, unsanitary and hazardous situations for the public.
5. Promote drug elimination programs for low and moderate income assisted housing families/households.
6. Provide support for transportation assistance to low and moderate income persons.
7. Provide support for provision of emergency shelter/assistance to the homeless.
8. Assist in providing counseling services to youth and adults from low and moderate income families.
9. Assist in providing youth activities for children from low and moderate income families.

The Action Plan of Community Development Objectives and Projected Use of Funds for Program Year 2015 are available in the Community Development Office of the City of Sherman. Any citizen or agency interested in commenting on this Final Statement of Objectives is invited to submit written comments c/o Theresa Caudle, CD Coordinator, City of Sherman, P. O. Box 1106 Sherman, TX 75091-1106. Written comments must be received prior to 5:00 p.m. on Tuesday, July 20, 2015. A summary of comments received will be made a part of the summary of citizen participation of this Plan.



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. D. 10.**

**Meeting Date:** 09/08/2015

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

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**\* RESOLUTION NO. 6012**

Authorizing Execution of a Developer's Agreement with Globitech Incorporated for Construction of Public Facilities in the City of Sherman

**Issue:**

The construction of public facilities for Globitech Incorporated to the City of Sherman

**Background:**

Globitech Incorporated proposes to construct a ground water main.

**Origination:**

Department of Engineering

**Financial Consideration:**

None

**Staff Recommendation:**

Staff recommends approval of the Developer's Agreement.

**Alternatives:**

As directed by the City Council

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**Attachments**

Resolution No. 6012

Developer's Agreement

Exhibit "A"

Location Map

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**RESOLUTION NO. 6012**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT WITH GLOBITECH INCORPORATED FOR CONSTRUCTION OF PUBLIC FACILITIES IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Globitech Incorporated for the construction of public facilities in the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY: \_\_\_\_\_  
CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY: \_\_\_\_\_  
LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM AND CONTENT:**

**BY: \_\_\_\_\_  
BRANDON SHELBY,  
CITY ATTORNEY**

STATE OF TEXAS           §  
                                     §  
COUNTY OF GRAYSON   §

**DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF SHERMAN AND GLOBITECH INCORPORATED**

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into this 17<sup>th</sup> day of August, 2015 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, and GobiTech Incorporated ("Developer").

**WITNESSETH:**

**WHEREAS**, City recognizes the importance of its continued role in local economic development; and

**WHEREAS**, Developer is developing a portion of the City and making improvements to the City; and

**WHEREAS**, Developer owns or controls lands located in Sherman, Texas, and described in the final plat submitted to the City by the Developer as "Ground Water Main", and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

**WHEREAS**, the Developer desires that the City accept the dedication of the utilities as reflected on the plans and specifications submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I; and

**WHEREAS**, the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services;

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

**ARTICLE I.  
SPECIFIC CONTRACT PROVISIONS**

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens

and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before December 31, 2016, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.
8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
  - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
  - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. **WAIVER OF RIGHTS UNDER STATE LAW:**

- A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.
- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.

- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$1,702.95.
- C. All sidewalks must be completed prior to future phases being approved.
- D. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.
- E. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

## **ARTICLE II.**

### **GENERAL CONTRACT PROVISIONS**

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.

3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

**CITY:**

DESIGNEE: Clint Philpott, P.E.  
ADDRESS: 220 W. Mulberry Street  
Sherman, TX 75090  
PHONE: 903-892-4547  
FAX: 903-870-7802

**DEVELOPER:**

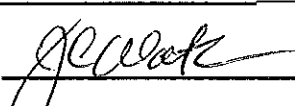
DESIGNEE: Terry Kluesner  
ADDRESS: 200 FM 1417, West  
Sherman, TX 75092  
PHONE: 903-957-1910  
FAX: 903-957-1899

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.
13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2015, with an original to each party.

Developer: GlobiTech Incorporated

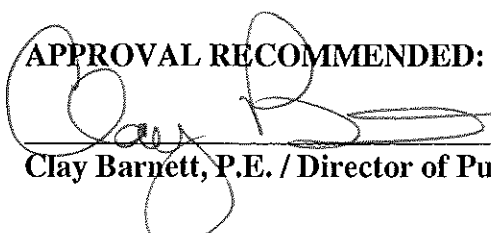
BY:   
NAME: T. L. Kluesner  
TITLE: Chief Financial Officer

ATTEST: BY:   
NAME: Jeff Watson  
TITLE: Facilities Operations Manager

CITY: CITY OF SHERMAN  
BY: \_\_\_\_\_  
NAME: Robby Hefton  
TITLE: City Manager

ATTEST: BY: \_\_\_\_\_  
NAME: Linda Ashby  
TITLE: City Clerk

APPROVAL RECOMMENDED:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Brandon S. Shelby, City Attorney

## LEGAL DESCRIPTION

Situated in the City of Sherman, Grayson County, Texas, being a part of the Sherod Dunman Survey, Abstract No. 329, and being a part of the 50.858 acre tract of land conveyed by Sherman Industrial Districts, Inc., to Sherman Economic Development Corporation by deed dated March 31, 1998, recorded in Volume 2633, Page 498, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a chiseled "X" cut in concrete marking the Northwest corner of the said 50.858 acre tract at the point of intersection of the center of a public road locally known as Howe Drive with the South right-of-way line of F. M. Highway No. 1417, said point also being the Northeast corner of the 183.567 acre tract of land conveyed by James S. Hudson, Trustee, to The Folger Coffee Company by deed dated February 27, 1978, recorded in Volume 1425, Page 180, Deed Records, Grayson County, Texas; Thence in an Easterly direction with said South right-of-way line of Highway No. 1417 the following calls and distances: North 74°59'00" East, a distance of 21.91 feet to an angle point;

North 56°43'07" East, a distance of 159.54 feet to a concrete monument;

North 74°59'00" East, a distance of 577.60 feet to an angle point;

North 80°41'38" East, a distance of 119.06 feet to a 1/2" steel rod set marking the most Northerly Northeast corner of the said 50.858 acre tract;

Thence in a Southeasterly direction along the West side of an access roadway with an East line of the said 50.858 acre tract the following calls and distances:

South 15°05'23" East, a distance of 94.50 feet to a 1/2" steel rod found;

South 26°02'25" East, a distance of 35.83 feet to a 1/2" steel rod found;

South 37°41'22" East, a distance of 25.56 feet to a 1/2" steel rod found;

South 46°29'04" East, a distance of 23.57 feet to a 1/2" steel rod found;

South 76°41'37" East, a distance of 12.75 feet to a 1/2" steel rod found;

South 57°43'19" East, a distance of 205.54 feet to a 1/2" steel rod found maintaining an inside "L" corner of the said 50.858 acre tract;

Thence North 75°47'00" East with a North line of said 50.858 acre tract a distance of 475.39 feet to a 1/2" steel rod found maintaining the Northwest corner of the 0.7688 acre tract of land conveyed by Greater Sherman, Inc., to the City of Sherman by deed dated November 8, 1978, recorded in Volume 1455, Page 265, said Deed Records;

Thence Southerly with the West line of the said 0.7688 acre tract the following calls and distances:

South 57°37'00" East, a distance of 71.12 feet;

South 06°00'00" East, a distance of 53.00 feet;

South 06°48'00" West, a distance of 59.50 feet;

South, a distance of 48.43 feet to the Southwest corner of the said 0.7688 acre tract on the North side of a Texas Highway Department Channel Easement;

Thence South 05°04'31" West across said Easement for a total distance of 173.89 feet to a point for corner in the center of a creek;

Thence in a Southerly and Westerly direction up the meanders of said center of creek the following calls and distances:

South 69°46'09" West, a distance of 75.53 feet;

South 05°54'16" East, a distance of 63.70 feet;

North 76°18'04" West, a distance of 57.40 feet;

South 12°31'55" West, a distance of 39.23 feet;

North 73°43'51" West, a distance of 85.56 feet;

South 01°15'55" East, a distance of 57.33 feet;

South 61°33'32" West, a distance of 25.91 feet;

North 29°06'44" West, a distance of 28.23 feet;

South 62°57'11" West, a distance of 25.77 feet;

South 26°24'54" West, a distance of 31.56 feet;

South 77°46'13" West, a distance of 30.30 feet;

North 64°55'57" West, a distance of 25.77 feet;

South 76°41'32" West, a distance of 61.97 feet;

South 09°21'14" East, a distance of 42.49 feet;

South 56°44'29" West, a distance of 15.52 feet;

North 27°42'25" West, a distance of 40.76 feet;

South 53°07'18" West, a distance of 49.70 feet;

South 34°46'51" East, a distance of 37.00 feet;

South 52°17'02" West, a distance of 46.67 feet;

South 81°43'39" West, a distance of 78.14 feet;

North 28°45'58" West, a distance of 62.71 feet;

South 82°41'18" West, a distance of 22.33 feet;

South 17°02'27" West, a distance of 33.81 feet;

South 44°30'28" West, a distance of 19.59 feet;

South 73°38'45" West, a distance of 42.84 feet;

South 03°12'35" West, a distance of 187.90 feet;

South 60°49'12" West, a distance of 99.25 feet;

South 79°07'09" West, a distance of 137.20 feet;

South 83°07'38" West, a distance of 65.14 feet;

North 79°48'26" West, a distance of 16.93 feet to the most Southerly Southwest corner of the herein described tract;

Thence North 13°05'48" West, leaving said creek and continuing for a total distance of 247.74 feet to a 1/2" steel rod set for corner;

Thence South 76°54'12" West, passing a 1/2" steel rod set at 368.68 feet and continuing for a total distance of 368.68 feet to a chiseled "X" cut in the said center of Howe Drive and West line of the said 50.858 acre tract;

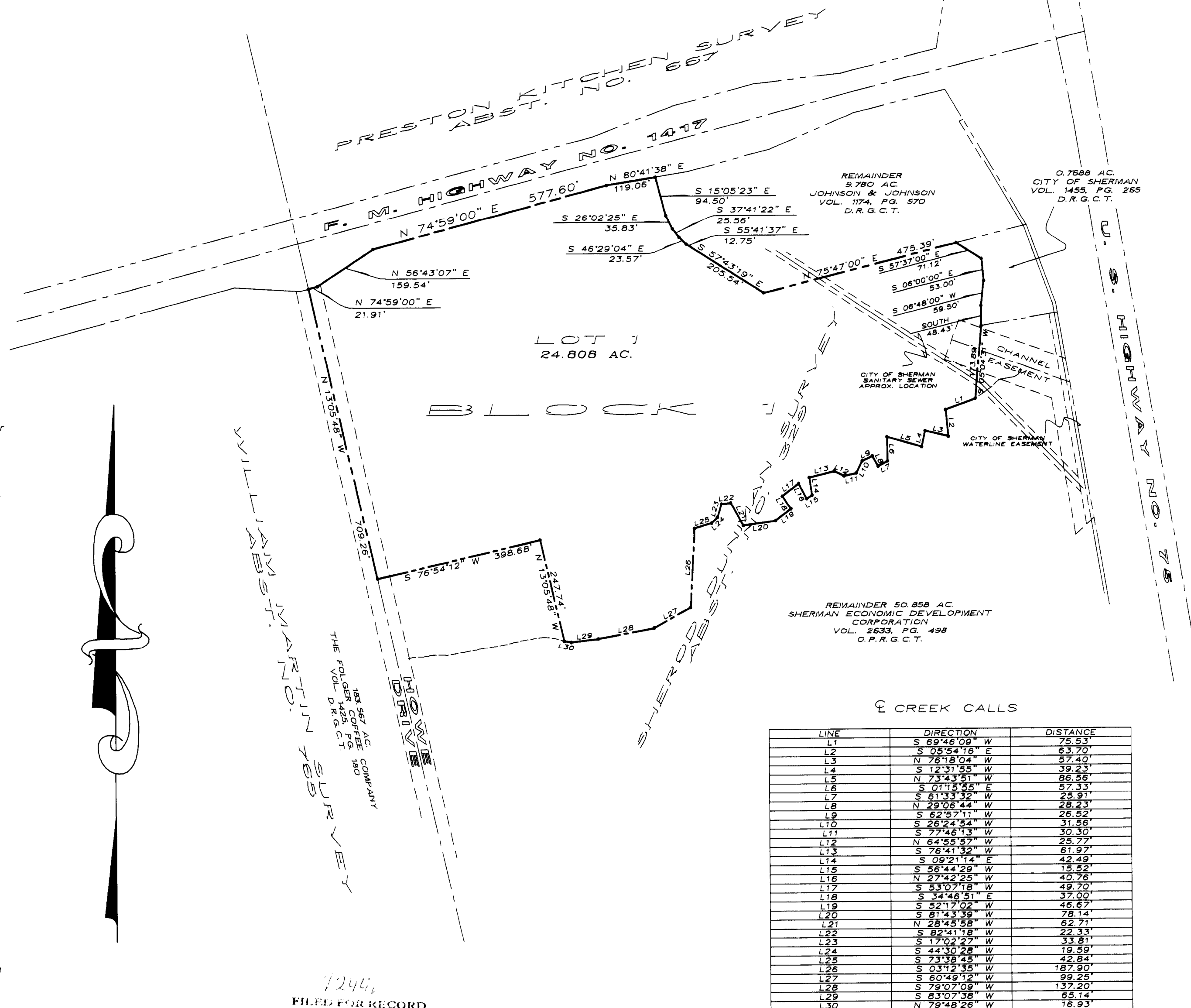
Thence North 13°05'48" West with said center of Howe Drive and West line a distance of 709.26 feet to the Point-of-Beginning and containing 24.808 acres of land more or less.....

## GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.

~ BASIS OF BEARINGS ~  
COURSE ALONG RIGHT-OF-WAY LINES  
U. S. HIGHWAY NO. 75 & F. M. HIGHWAY NO. 1417  
AS PER TxDOT DATA



FILED FOR RECORD  
19 11  
at 12:13 o'clock P.M.  
Recorded in Vol. 1455 Page 265  
Records Grayson County  
SARA JACKSON  
County Clerk, Grayson Co., Texas  
By Deputy

FINAL PLAT  
OFNORTHGATE TECHNOLOGY PARK  
ADDITION

TO THE  
CITY OF SHERMAN, TEXAS  
24.808 ACRES  
OUT OF THE  
SHEROD DUNMAN SURVEY  
ABST. NO. 329

8-16-99

OWNER ~ DEVELOPER  
SHERMAN ECONOMIC DEVELOPMENT CORPORATION  
307 W. WASHINGTON ST., SUITE 102  
SHERMAN, TEXAS, 75092

UNDERWOOD  
DRAFTING & SURVEYING

118 WEST CHESTNUT STREET DENISON, TEXAS 75020 (903)465-2151

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT SHERMAN ECONOMIC DEVELOPMENT CORPORATION does hereby adopt this plat designating the hereinabove property as NORTHGATE TECHNOLOGY PARK, an addition to the City of Sherman, Texas, and does hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements, strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone.

This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

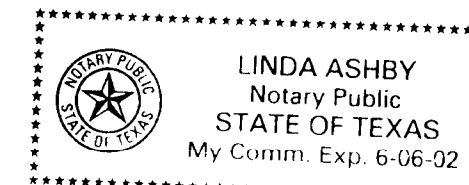
WITNESS MY HAND this 30 day of August, 1999.

Eric Davis ~ Authorized

STATE OF TEXAS  
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Eric Davis, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of August, 1999.



Linda Ashby  
Notary Public in and for  
the State of Texas

Commission Expires:  
8-6-2002

Approved this 13 day of July, 1999, by the  
City Planning and Zoning Commission of the City of Sherman, Texas.

J. Jacobs  
Chairman

Scott Shadden  
Secretary

Accepted by the City Council of the City Sherman

Tom Palmer  
Mayor, City of Sherman, Texas

8-30-99  
Date

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of Northgate Technology Park to the City of Sherman, Texas, was submitted to the City Council on the 19 day of July, 1999, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this 30th day of August, 1999.



Linda Ashby  
Clerk, City of Sherman, Texas

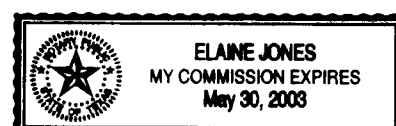
STATE OF TEXAS  
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Douglas W. Underwood, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of August, 1999.

Douglas W. Underwood  
Notary Public in and for  
the State of Texas

Commission Expires:  
5-30-03



14278



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





## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. D. 11.**

**Meeting Date:** 09/08/2015

**Prepared By:** Mark Gibson, Director of Utilities

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**\* RESOLUTION NO. 6013**

Authorizing Execution of a Contract with Weisinger Incorporated for the Repair of the Lake Texoma City of Sherman Pump No. 2

**Issue:**

To consider a contract with Weisinger Incorporated for the repair of the Lake Texoma City of Sherman Pump No. 2

**Background:**

One of the three City of Sherman pumps at the Lake Texoma pump station requires repair. One bidder responded to the request for bids. The low bidder, Weisinger Incorporated, is qualified to make the repairs and has performed well on previous City projects.

**Origination:**

Department of Utilities Administration

**Financial Consideration:**

The cost of the pump repairs based on the anticipated repairs is \$90,985.00. Funds are available in the fiscal year (FY) 2014-2015 water production budget for these repairs.

**Staff Recommendation:**

It is recommended that the contract for the repair of the Lake Texoma City of Sherman Pump No. 2 be awarded to Weisinger Incorporated in the amount of \$90,985.00.

**Alternatives:**

As may be directed by the City Council

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**Attachments**

Resolution No. 6013

Contract

Bid Tabulation

Location Map

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**RESOLUTION NO. 6013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER INCORPORATED FOR THE REPAIR OF THE LAKE TEXOMA CITY OF SHERMAN PUMP NO. 2; 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 Weisinger Incorporated is hereby awarded the bid for the repair of the Lake Texoma City of Sherman Pump No. 2 in the estimated amount of Ninety Thousand, Nine Hundred Eighty Five Dollars and Zero Cents (\$90,985.00); and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Weisinger Incorporated, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_

**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_

**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_

**BRANDON S. SHELBY,  
CITY ATTORNEY**

CITY OF SHERMAN           §  
COUNTY OF GRAYSON       §

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

**THIS AGREEMENT** is by and between the **CITY OF SHERMAN** ("CITY" or "OWNER") and  
and \_\_\_\_\_ ("CONTRACTOR").

---

The **CITY** and **CONTRACTOR**, for the consideration set forth in Article 4 of the Contract and the mutual covenants expressed in this Contract, agree as follows:

**ARTICLE 1 - PROJECT**

1.01     **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

**Lake Texoma Pump Station Pump No. 2 Rehabilitation**

This Project will be completed with/without change orders and all extra work in connection with the project, as described in the contract documents, shall be at the **CONTRACTOR'S** sole cost and expense all the materials, supplies, machinery, equipment, tools, superintendence, labor, necessary and customary insurance, and other accessories and services necessary to complete the Project in accordance with the Contract Documents.

**ARTICLE 2 – INDEPENDENT CONTRACTOR**

2.01     **CONTRACTOR** is and throughout this Contract shall remain an **INDEPENDENT CONTRACTOR** and as such is the sole judge on how to perform the work required under this Contract.

**ARTICLE 3 - CONTRACT TIMES**

3.01     *Commencement of Contract*

A.       **CONTRACTOR** agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the **CITY** and to fully complete the contract within one hundred twenty (120) days

A.     All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed by CONTRACTOR on or before \_\_\_\_\_, and completed and ready for final payment in accordance with paragraph 5.05 of the General Conditions on or before \_\_\_\_\_.

3.03 *Liquidated Damages*

A. ~~CONTRACTOR and CITY recognize that time is of the essence of this Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with paragraph 4.02 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty), CONTRACTOR shall pay CITY \$ 100.00 for each day that expires after the time specified in paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY \$ 100.00 for each day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The parties agree that the amount of \$ 100.00 represents a fair and reasonable estimate of the CITY'S damages.~~

**ARTICLE 4 - CONTRACT PRICE/CONSIDERATION**

4.01 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.01.A and 4.01.B below:

A. For all Project work, a total Sum of:

\_\_\_\_\_ (\$\_\_\_\_\_)   
 (use words) (figure)

B. If the payment for the Project is based on Unit Pricing, the Contract Price shall be as set forth in the Unit Pricing portion of the Proposal.

C. The above price reflects the consideration for the performance of this Contract.

**ARTICLE 5 - PAYMENT PROCEDURES**

5.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 5 of the General Conditions. Applications for Payment will be processed by the ENGINEER (defined in Article 9 of this Contract) as provided in the General Conditions.

#### **ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS**

6.01 In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all Contract Documents and understands the Work and Performance required in the Contract Documents and represents to the CITY that CONTRACTOR is fully capable of completing the work specified in the Contract Documents.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by CITY and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract

Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 7 - CONTRACT DOCUMENTS

### 7.01 *Contents*

A. ~~The Contract Documents consist of the following and are incorporated into this Contract for all purposes:~~

1. This Contract;
2. Performance Bond;
3. If applicable, the Unit Pricing in the Proposal;
4. Payment Bond;
5. Other Bonds;
  - a. Bid Bond (pages 1 to 2, inclusive);
  - b. \_\_\_\_\_;
  - c. \_\_\_\_\_;
6. General Conditions of Agreement;
7. Special Conditions of Agreement;
8. Any Other Documents listed in the Table of Contents of the Project Manual;
9. Any Drawings associated with the Project;
10. Addenda (if applicable);
11. Exhibits to this Contract(enumerated as follows):
  - a. Notice to Proceed;
  - b. CONTRACTOR'S Bid;
  - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
  - d. \_\_\_\_\_;

12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s), if permissible under the Resolution enacted by the City.

B. There are no Contract Documents other than those listed above in this Article 7.

C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 9.09 of this Contract.

## ARTICLE 8 – NOTICE

Any notice and/or statement required or permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing;

If intended for CITY to:

Designee: Mark Gibson

Address:

P.O. Box 1106

Sherman, TX 75091

If intended for CONTRACTOR, to:

Designee: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

## ARTICLE 9 - MISCELLANEOUS

### 9.01 *Terms*

A. Terms used in this Contract will have the meanings indicated in the General Conditions.

B. In addition to the terms in the General Conditions, the term "ENGINEER" in this Contract shall mean a person designated as the ENGINEER by the City.

### 9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in

any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. CITY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability and Conflict*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

B. If there are any conflicts between the Contract and the Contract Documents, the provisions in the Contract prevail over the provisions in the Contract Documents.

9.05 *Captions*

Section or other headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

9.06 *INDEMNITY AND DUTY TO DEFEND*

A. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES INCLUDING ATTORNEYS FEES, FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE ACT, OR ANY OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT (HEREINAFTER "CLAIMS"); EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. FURTHERMORE, THE CONTRACTOR SHALL ACQUIRE A POLICY OF INSURANCE IN THE MAXIMUM STATUTORY LIMITS FOR TORT LIABILITY OF THE CITY NAMING THE CITY OF SHERMAN AS AN ADDITIONAL INSURED UNDER ITS TERMS.

B. CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL CLAIMS FOR WHICH THE CITY BECOMES LIABLE. IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO

SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH A RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING BY THE CITY MANAGER, APPROVED BY THE CITY ATTORNEY, AND PROPERLY AUTHORIZED BY THE CITY'S COUNCIL. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. ~~IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY~~ SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY IN DEFENSE OF CLAIMS FOR WHICH CONTRACTOR IS LIABLE UNDER THIS PARAGRAPH.

C. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the CITY under Texas law, and any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

9.08 *Deletion of Arbitration Clause*

The parties agree that Paragraph 6.03 entitled Arbitration in the General Conditions, is not binding on the parties. This paragraph is not designed to prevent the parties from mutually agreeing to select arbitration as a means of resolving any disputes related to this Contract. The parties, however, agree not to be bound by the terms of 6.03 entitled Arbitration in the General Conditions.

9.07 *Choice of Law: Venue.*

This contract, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This contract is wholly performable in Grayson County, Texas. Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

9.08 *Binding Authority*

By their signatures below, the individuals represent that they have reviewed Contract with their attorney and that the individuals have the express authority to enter into this Contract

9.09 *Entire Agreement*

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein cannot be modified without written agreement of both the parties to be attached to and made a part of this Contract.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or on their behalf.

This Contract will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Contract).

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR:

Robby Hefton

\_\_\_\_\_

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

Attest \_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership,  
attach evidence of authority to sign.)

Approved as to form:

\_\_\_\_\_  
Brandon Shelby  
City Attorney

| Lake Texoma Pump # 2 Turbine Pump |                                                                                                                                                                          |                  |      |             |              |     |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------|-------------|--------------|-----|
| Description                       |                                                                                                                                                                          |                  |      | Weisinger   |              |     |
| Item No.                          | Description of Item                                                                                                                                                      | Approx. Quantity | Unit | Unit Price  | Total Amount | Bid |
| 1                                 | Mobilization                                                                                                                                                             | 1                | LS   | \$1,835.00  | \$1,835.00   |     |
| 2                                 | Transportation of pump from Conroe, Texas to contractors shop. All replaced parts need to be transported back to City of Sherman.                                        | 1                | LS   | \$0.00      | \$0.00       |     |
| 3                                 | Transportation of pump from contractors shop and to Lake Teoma pump station. All replaced parts need to be transported back to City of Sherman.                          | 1                | LS   | \$1,980.00  | \$1,980.00   |     |
| 4                                 | Shop labor: (1) clean, inspect pump, motor and cable. (2) Provide written report on the condition of the equipment                                                       | 1                | LS   | \$2,960.00  | \$2,960.00   |     |
| Lump sum                          |                                                                                                                                                                          |                  |      |             | \$6,775.00   |     |
| 5                                 | 14" Flanged column pipe X 120" ( 1G)                                                                                                                                     | 5                | EA   | \$2,645.00  | \$13,225.00  |     |
| 6                                 | 14" Flanged column pipe X 73.50" (LG), refer to drawing for correct wld on fittings                                                                                      | 1                | EA   | \$2,125.00  | \$2,125.00   |     |
| 7                                 | 14" Flanged Discharge TEE X 120" (LG), refer to drawing for correct weld on fitting                                                                                      | 1                | EA   | \$4,415.00  | \$4,415.00   |     |
| 8                                 | 3.50 X 1.94 X 60" (LG) enclosed oil tube with bearings                                                                                                                   | 13               | EA   | \$370.00    | \$4,810.00   |     |
| 9                                 | 3.00 X 1.94 X 15.25" (LG) enclosed oil tube with bearings                                                                                                                | 1                | EA   | \$255.00    | \$255.00     |     |
| 10                                | 3.50 X 3.00 TDH. reducer bearing                                                                                                                                         | 1                | EA   | \$390.00    | \$390.00     |     |
| 11                                | 1.94 X 73.81 (LG) shaft and coupling, keyed, with retainer, refer to drawing, can replace with threaded shafts and couplings                                             | 1                | EA   | \$165.00    | \$165.00     |     |
| 12                                | 1.94 X 120 (LG) shaft and coupling, keyed with retainer, refer to drawing, can replace with threaded shafts and couplings                                                | 6                | EA   | \$220.00    | \$1,320.00   |     |
| 13                                | 3.50 oil tube stabilizer                                                                                                                                                 | 6                | EA   | \$30.00     | \$180.00     |     |
| 14                                | Shaft thrust stud, refer to drawing item # 371                                                                                                                           | 6                | EA   | \$235.00    | \$1,410.00   |     |
| 15                                | Ingersoll-Rand 3 stage 20KKH bwl assembly, 4200 GPM @ 325FT. Head, Flanged discharge bowl.                                                                               | 1                | LS   | \$26,820.00 | \$26,820.00  |     |
| 16                                | 40" DIA. Suction screen with .50" openings, 316 stainless steel, with a solid bottom                                                                                     | 1                | LS   | \$7,530.00  | \$7,530.00   |     |
| 17                                | Replace all stainless steel bolts, nuts, washers, and plastic washers on each column pipe below the motor base.                                                          | 1                | LS   | \$1,265.00  | \$1,265.00   |     |
| 18                                | Reset pump and motor, return back to service                                                                                                                             | 1                | LS   | \$17,100.00 | \$17,100.00  |     |
| 19                                | Test pump and provide written completion report, which includes material settings, installation plan and warranty. Rport must be submitted before final payment is made. | 1                | LS   | \$3,200.00  | \$3,200.00   |     |
| Total Base Bid                    |                                                                                                                                                                          |                  |      |             | \$90,985.00  |     |



## Lake Texoma Pump Station

**Sherman**  
CLASSIC TOWN. BROAD HORIZON.



5,500 2,750 0 5,500 Feet





## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. D. 12.**

**Meeting Date:** 09/08/2015

**Prepared By:** Mary Lawrence, Director of Finance

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**\* RESOLUTION NO. 6014**

Amending the 2014-2015 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2014, through September 30, 2015

**Issue:**

Appropriating additional funds to increase the fiscal year (FY) 2014-2015 budget for year-end expenditure reconciliation

**Background:**

Annually when applicable, the staff requests a year-end budget reconciliation of projected expenditures in order to ensure that our final year-end expenses are not greater than what we are authorized to spend. This year, an amendment is needed to appropriate additional funding in the Insurance Fund to cover group health claims, in the Information Technology Fund for the phone system upgrade, and for a donation designated for the K-9 program and related expenditure in the Police Pride Fund.

**Origination:**

Director of Finance

**Financial Consideration:**

This budget amendment will increase total authorized expenditures by \$175,000.00 and revenues by \$5,000.00 for FY 2014-2015.

**Staff Recommendation:**

The staff recommends approval of this resolution.

**Alternatives:**

No viable alternatives exist for approval of this budget amendment.

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**Attachments**

Resolution No. 6014

Fund Statements

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**RESOLUTION NO. 6014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2014-2015 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2014, THROUGH SEPTEMBER 30, 2015; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the 2014-2015 budget of the City of Sherman, Texas, be amended as shown below, appropriating and/or allocating the below-described funds in the amounts indicated:

1. Insurance Fund – To appropriate an additional \$100,000.00 for group health claims.
2. Information Technology Fund – To appropriate an additional \$70,000 for phone system upgrade.
3. Police Pride Fund – To appropriate an additional \$5,000.00 for expenditures related to the K-9 program
4. Police Pride Fund – To increase revenues by \$5,000.00 for a donation designated for the K-9 program.

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

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY:**

\_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,**  
**CITY ATTORNEY**

**City of Sherman**  
**POLICE PRIDE FUND**  
**Budget Amendment 2014 -2015**

|                                          | Budget<br>2014-2015 | Amendment    | Amended Budget<br>2014-2015 | Projected<br>2014-2015 |
|------------------------------------------|---------------------|--------------|-----------------------------|------------------------|
| <b>Beginning Fund Balance</b>            | \$ 1,079            |              | \$ 1,079                    | \$ 3,422               |
| <b>Revenues</b>                          |                     |              |                             |                        |
| PRIDE Donations                          | 10,000              | 5,000        | 15,000                      | 15,100                 |
| Interest Income                          | 25                  | -            | 25                          | 30                     |
| <b>Total Revenues</b>                    | <b>10,025</b>       | <b>5,000</b> | <b>15,025</b>               | <b>15,130</b>          |
| <b>Total Funds Available</b>             | <b>11,104</b>       | <b>5,000</b> | <b>16,104</b>               | <b>18,552</b>          |
| <b>Expenditures</b>                      |                     |              |                             |                        |
| Supplies                                 | 4,000               | 5,000        | 9,000                       | 10,553                 |
| Travel/Tuition                           | 3,000               | -            | 3,000                       | 3,800                  |
| Contractual Services                     | 3,800               | -            | 3,800                       | -                      |
| Canine Replacement Dog                   | -                   | -            | -                           | -                      |
| <b>Total Expenditures</b>                | <b>10,800</b>       | <b>5,000</b> | <b>15,800</b>               | <b>14,353</b>          |
| <b>Excess Revenues over Expenditures</b> | <b>(775)</b>        | <b>-</b>     | <b>(775)</b>                | <b>777</b>             |
| <b>Ending Fund Balance</b>               | <b>\$ 304</b>       | <b>\$ -</b>  | <b>\$ 304</b>               | <b>\$ 4,199</b>        |

**City of Sherman**  
**EMPLOYEE INSURANCE FUND**  
**Budget Amendment 2014-2015**

|                                          | Budget<br>2014-2015 | Amendment           | Amended Budget<br>2014-2015 | Projected<br>2014-2015 |
|------------------------------------------|---------------------|---------------------|-----------------------------|------------------------|
| <b>Beginning Fund Balance</b>            | \$ 12,286           |                     | \$ 12,286                   | \$ 4,727               |
| <b>Revenues</b>                          |                     |                     |                             |                        |
| Employer Contributions                   | 4,327,000           | -                   | 4,327,000                   | 4,047,300              |
| Employee Contributions                   | 892,000             | -                   | 892,000                     | 959,000                |
| Retiree Contributions                    | 247,000             | -                   | 247,000                     | 230,000                |
| COBRA Contributions                      | 6,000               | -                   | 6,000                       | -                      |
| Transfers In                             | -                   | -                   | -                           | 500,000                |
| <b>Total Revenues</b>                    | <b>5,472,000</b>    | <b>-</b>            | <b>5,472,000</b>            | <b>5,736,300</b>       |
| <b>Total Funds Available</b>             | <b>5,484,286</b>    | <b>-</b>            | <b>5,484,286</b>            | <b>5,741,027</b>       |
| <b>Expenditures</b>                      |                     |                     |                             |                        |
| Health Insurance Claims                  | 4,650,000           | 100,000             | 4,750,000                   | 4,750,000              |
| Insurance Premiums & Cost                | 594,000             | -                   | 594,000                     | 565,000                |
| Life Insurance                           | 50,000              | -                   | 50,000                      | 43,000                 |
| Miscellaneous                            | 25,000              | -                   | 25,000                      | 25,000                 |
| <b>Total Expenditures</b>                | <b>5,319,000</b>    | <b>100,000</b>      | <b>5,419,000</b>            | <b>5,383,000</b>       |
| <b>Excess Revenues over Expenditures</b> | <b>165,286</b>      | <b>(100,000)</b>    | <b>65,286</b>               | <b>358,027</b>         |
| <b>Ending Fund Balance</b>               | <b>\$ 177,572</b>   | <b>\$ (100,000)</b> | <b>\$ 77,572</b>            | <b>\$ 362,755</b>      |

**City of Sherman**  
**INFORMATION TECHNOLOGY FUND**  
**Budget Amendment 2014 -2015**

|                                          | Budget<br>2014-2015 | Amendment          | Amended Budget<br>2014-2015 | Projected<br>2014-2015 |
|------------------------------------------|---------------------|--------------------|-----------------------------|------------------------|
| <b>Beginning Fund Balance</b>            | \$ 90,458           | \$ -               | \$ 90,458                   | \$ 98,558              |
| <b>Revenues</b>                          |                     |                    |                             |                        |
| Technology Services:                     |                     |                    |                             |                        |
| General Fund                             | 553,090             | -                  | 553,090                     | 604,635                |
| Tourism                                  | 1,000               | -                  | 1,000                       | 4,483                  |
| Equipment Services Fund                  | 10,250              | -                  | 10,250                      | 11,192                 |
| Utility Fund                             | 90,170              | -                  | 90,170                      | 98,505                 |
| Solid Waste Fund                         | 14,350              | -                  | 14,350                      | 15,675                 |
| Interest Earned                          | 15                  | -                  | 15                          | -                      |
| Miscellaneous Income                     | -                   | -                  | -                           | -                      |
| <b>Total Revenues</b>                    | <b>668,875</b>      | <b>-</b>           | <b>668,875</b>              | <b>734,490</b>         |
| <b>Total Funds Available</b>             | <b>759,333</b>      | <b>-</b>           | <b>-</b>                    | <b>833,048</b>         |
| <b>Expenditures</b>                      |                     |                    |                             |                        |
| Personnel                                | 351,184             | -                  | 351,184                     | 371,865                |
| Supplies                                 | 41,625              | -                  | 41,625                      | 40,460                 |
| Maintenance                              | 102,414             | -                  | 102,414                     | 91,025                 |
| Utilities                                | 53,360              | -                  | 53,360                      | 49,120                 |
| Contract Wages                           | 6,000               | -                  | 6,000                       | 6,000                  |
| Contractual Services                     | 19,015              | -                  | 19,015                      | 19,020                 |
| Capital Expenses                         | 95,261              | 70,000             | 165,261                     | 157,000                |
| <b>Total Expenditures</b>                | <b>668,859</b>      | <b>70,000</b>      | <b>738,859</b>              | <b>734,490</b>         |
| <b>Excess Revenues over Expenditures</b> | <b>16</b>           | <b>(70,000)</b>    | <b>(69,984)</b>             | <b>-</b>               |
| <b>Ending Fund Balance</b>               | <b>\$ 90,474</b>    | <b>\$ (70,000)</b> | <b>\$ 20,474</b>            | <b>\$ 98,558</b>       |



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. D. 13.**

**Meeting Date:** 09/08/2015

**Prepared By:** Mary Lawrence, Director of Finance

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**\* RESOLUTION NO. 6015**

Adopting an Investment Policy for the City of Sherman

**Issue:**

Obtaining Council approval for revisions to the City of Sherman's Investment 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 a mid-year update (April 2015) to reflect changes in job titles. The current updates reflect legislative changes to the Public Funds Investment Act (PFIA) which take effect September 1, 2015, concerning training requirements for investment officers. Other changes include: adding language authorizing the use of Moody's or other nationally recognized agencies, in addition to Standard & Poor's, to determine quarterly credit ratings; and adding Investors Brokerage of Texas, LTD, as an approved broker/dealer. 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.

**Staff Recommendation:**

**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 PFIA requirements.

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**Attachments**

Resolution No. 6015

Investment Committee Memo

Proposed Investment Policy FY 2015-2016

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**RESOLUTION NO. 6015**

**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 \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY: \_\_\_\_\_  
BRANDON S. SHELBY,  
CITY ATTORNEY**

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**DATE:** Friday, August 28, 2015

**TO:** The Investment Committee  
The Honorable Tom Watt, Council Member  
The Honorable Jason Sofey, Council Member  
Robby Hefton, City Manager

**FROM:** Mary Lawrence, Finance Director *ml*

**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 activity.

The Investment Officers recommend updating the policy to reflect legislative changes to the Public Funds Investment Act which take effect September 1, 2015, reducing the ongoing training requirement for investment officers from ten to eight hours during a two year period. We also propose adding language to authorize use of Moody's or other nationally recognized agencies in addition to Standard & Poor's to determine quarterly credit ratings for investments in our portfolio.

We also propose adding a new broker, Investors Brokerage of Texas, LTD (see Appendix B). They offer a public funds bank deposit product consistent with the Public Funds Investment Act called ANOVA, which offers 100% FDIC insurance coverage and next day liquidity with yields higher than comparable investments.

Approval of this policy is scheduled for the September 8<sup>th</sup> City Council meeting. Please contact me prior to that meeting if you have any questions regarding the Policy or its related changes.

ML:td

attachment (as stated above)

# **CITY OF SHERMAN INVESTMENT POLICY**

September 8, 2015

## **1.0 Policy:**

It is the policy of the City of Sherman, Texas, (City) 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. To maximize investment earnings, funds will be pooled and earnings allocated to the various funds based on their balances and in accordance with generally accepted accounting principles.

This policy shall not govern funds which are managed under separate investment programs in accordance with Section 2256.004 of the Public Funds Investment Act. Such funds currently include the Perpetual Care Cemetery and Mausoleum 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~~ ensure 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 Public Trust:** All participants in the City's investment process shall perform their duties at the highest level of public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

**3.4 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 one-year Constant Maturity Treasury rate or other Treasury-based rate which corresponds to the approximate weighted average of the portfolio will be a benchmark to promote a better understanding of portfolio performance.

### **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; (2) whether the investment decision was consistent with this written investment policy of the City of Sherman; and (3) whether the decision might have impaired public confidence in the City's ability to govern effectively.

**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~~ or 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 5953 on April 6, 2015, 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, Finance Director and Controller. The investment officers are authorized to deposit, withdraw, invest, transfer, or manage in any other manner funds of the City of Sherman. Investment 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 annually approve the list of approved brokers, dealers and financial institutions, review and approve revisions to this policy, recommend investment strategies within this policy, and monitor investment results, controls, and compliance with this policy. The approved list of broker, dealers and financial institutions is in Appendix B.
- 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 1<sup>st</sup> 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.~~ *Investment training is required for all investment officers of the City. Within 12 months after assuming duties, each investment officer must complete initial training of at least 10 hours of instruction relating to the investment officer's respective responsibilities under the PFIA. Thereafter, each investment officer must attend an investment training session not less than once in a two-year period beginning on October 1<sup>st</sup> and receive not less than eight hours of instruction relating to investment responsibilities under the PFIA. Investment training sessions must be provided by* approved sources include the Government Finance Officers Association (GFOA),

the Governmental Finance Officers Association of Texas (GFOAT), the Government Treasurers' Organization of Texas (GTOT), the University of North Texas Center for Public Management, and the Texas Municipal League.

## **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. 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 ladder 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. 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, its agencies, Counties, Cities and other political subdivisions in the secondary market and in the primary market in the case of new issue offerings. 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 City employs a laddered maturity strategy for these instruments. With that method, some investments reach maturity at regularly-recurring intervals, enhancing liquidity. 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 7.7 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 Finance Director 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, be regulated by Federal banking authorities, or an investment pool that meets all the requirements of State law. More details on investment pool qualifications are listed in Section 7.4. 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. The approved list of financial institutions and broker/dealers can be found in Appendix B.

**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. A qualified 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 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.

**7.2 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.

**7.3 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.

**7.4 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.

**7.5 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.

**7.6 Direct Obligations of this State, its agencies, Counties, Cities and other political subdivisions:** 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.

**7.7 Diversification Limits and Maximum Maturities:** The City will diversify the portfolio at all times to ensure the reduction of risk while still maintaining reasonable rates of return and ensuring an adequate amount of liquidity. With the exception of authorized pools, no more than 50% of the total investment portfolio will be invested in a single security type, such as U.S. Agencies, U.S. Treasuries, obligations of the State of Texas and its subdivisions, Certificates of Deposits, etc.

The City will not invest in securities maturing more than five years from the date of purchase. The maximum average dollar-weighted maturity shall be 500 days.

## **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 other states and their agencies, 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 Collateralization:**

In accordance with Chapter 2257 of the Texas Government Code 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 Finance Director 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.

## **10.0 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.

## **11.0 Internal Control:**

The Finance Director 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:

**11.1 Competitive Bids:** Generally, securities will be purchased using competitive offerings. The Finance Director or designee shall make their best effort to obtain at least three offers from firms listed on the approved list of brokers and dealers. Offers shall be in writing and may be delivered to the City in person, or by fax or email. The award shall be on the basis of the best value to the City. Records of the offers and award shall be maintained by the Finance Director's office, or the office of his designee.

The City recognizes that a competitive offering process is not always necessary or is not always in the best interest of the City. Accordingly, new issue offerings may be purchased directly from an approved broker/dealer in the primary market.

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

**11.3 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.

**11.4 Collateral:** Evidence of pledged collateral shall be maintained by the Finance Director or his designee. Collateral shall be reviewed weekly to assure that the market value of the pledged securities is adequate.

**11.5 Other Components:** Internal control shall address separation of transaction authority from accounting and recordkeeping, clear delegation of authority to subordinate staff members, and written confirmation of transaction for investments and wire transfers.

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.

## **12.0 Valuation:**

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

**12.1 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.

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

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

**12.4 Agencies of the United States and the State of Texas:** The market value of Agency securities will be obtained from the City's third-party securities custodian.

### **13.0 Credit Ratings:**

The credit rating of each investment in the City's portfolio will be determined quarterly from Standard and Poor's, *Moody's or other nationally recognized rating agencies*. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

### **14.0 Performance Standards:**

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

**14.1 Safety:** All investment principal is maintained.

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

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

### **15.0 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.

### **16.0 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 Public, LLC  
Austin, TX

Vining Sparks  
Frisco, TX

SAMCO Capital Markets  
Dallas, TX

Coastal Securities, Inc.  
Houston, TX

First Empire Securities  
Hauppauge, NY

TexPool Participant Services  
Dallas, TX

TexStar Participant Services  
Dallas, TX

Landmark Bank  
Sherman, TX

*Investors Brokerage of Texas*  
*Waco, TX*



**City Council Called Meeting**

**Agenda Item No. D. 14.**

**Meeting Date:** 09/08/2015

**Prepared By:** Mary Lawrence, Director of Finance

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**\* RESOLUTION NO. 6016**

Naming Authorized Representatives to Invest City of Sherman Funds with Investors Brokerage of Texas, LTD. (IBOT)

**Issue:**

This Resolution is a companion to Resolution No. 6015 (Investment Policy update) naming City officials who are authorized to do business on the City of Sherman's behalf with Investors Brokerage of Texas, LTD (IBOT).

**Background:**

IBOT offers public funds bank deposit products consistent with the Public Funds Investment Act, which offers 100% FDIC insurance coverage and next day liquidity with yields higher than comparable investments.

**Origination:**

Finance Director Mary Lawrence

**Financial Consideration:**

There is no financial consideration in naming authorized representatives of the City with Investors Brokerage of Texas, LTD. for public funds bank deposit products.

**Staff Recommendation:**

The staff and the Investment Committee recommend approval.

**Alternatives:**

No alternatives are recommended by staff or the Investment Committee.

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**Attachments**

**Resolution No. 6016**

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**RESOLUTION NO. 6016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, NAMING AUTHORIZED REPRESENTATIVES TO INVEST CITY OF SHERMAN FUNDS WITH INVESTORS BROKERAGE OF TEXAS, LTD (IBOT); 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 individuals, whose signatures appear in this resolution, are Authorized Representatives of the City and are each hereby authorized to make transactions with IBOT, to designate other authorized representatives and to take all other action required or permitted by the City deemed necessary or appropriate for the investment of local funds.

**SECTION 2.** That the following named individuals are the Authorized Representatives of the City, each authorized to give notices and instructions to IBOT:

- |    |                     |                                  |
|----|---------------------|----------------------------------|
| 1  | Name: Mary Lawrence | Title: Finance Director          |
|    | Signature: _____    | Direct Phone No.: (903) 892-7218 |
| 3. | Name: Tammy Davis   | Title: Controller                |
|    | Signature: _____    | Direct Phone No.: (903) 892-7228 |

**SECTION 3.** That this resolution and its authorization shall continue in full force and effect until amended or revoked by the City and written notice of the amendment or revocation is delivered to IBOT.

**SECTION 4.** That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM AND  
CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. E. 1.**

**Meeting Date:** 09/08/2015

**Prepared By:** Mark Gibson, Director of Utilities

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**OTHER BUSINESS**

Approving the Greater Texoma Utility Authority's Rejection of Bids for the Sears Lift Station Relief Sewer

**Issue:**

Approving the intention of the Greater Texoma Utility Authority (GTUA) to reject the bid for the construction of the Sears Lift Station Relief Sewer

**Background:**

The Capital Improvement Program contained a project to construct a relief sewer from the existing Sears lift station to the lift station located at the intersection of U.S. Highway 75 and F.M. 691 in northeast Sherman. One bid was received for the project; and this bid was deemed to be excessive for the work required.

**Origination:**

GTUA/Department of Utilities Administration

**Financial Consideration:**

None

**Staff Recommendation:**

It is recommended that GTUA's rejection of this bid be approved and that the City be allowed to rebid the project in 2016.

**Alternatives:**

As may be directed by the City Council

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### **Attachments**

GTUA Communication

Engineer Recommendation

Location Map

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## **GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION**

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**DATE:** August 24, 2015

**SUBJECT:** AGENDA ITEM NO. XII

### **CONSIDER AND ACT UPON REJECTING BIDS FOR THE CITY OF SHERMAN SEARS LIFT STATION RELIEF SEWER PROJECT**

#### **ISSUE**

Consider and act upon rejecting bids for the City of Sherman Sears Lift Station Project.

#### **BACKGROUND**

The City of Sherman requested the Authority's assistance in financing Sears Lift Station Relief Sewer Project. The proposed pipeline will include approximately 7000 feet of mostly 12" gravity sewer that will eliminate the need for the City to continue operating the Sears Lift Station on the northwest section of the City. The Sears Lift Station was placed into service in the mid 1960's and has reached the end of its useful life.

The funds for this project were allocated in the Greater Texoma Utility Authority/City of Sherman 2012 and 2013A bond issues.

Bids were opened for this project on August 13<sup>th</sup>, 2015. However, only one bid was received which was well over the budgeted amount allocated for construction of this project. We believe this was due to the weather conditions early this year that have contractors in the area back logged on their projects.

#### **CONSIDERATIONS**

There was one (1) bid received for the project on August 13<sup>th</sup>, 2015. The bid was from Dickerson Construction Company in the amount of \$1,299,457.00. The construction budget for this project is \$725,000.00. The Engineer, Freeman Millican, has provided the attached recommendation letter to reject the bid and rebid the project early next year.

Based on conversations with the area contractors, Freeman Millican believes that if we rebid this project in January 2016, that we will receive more bids providing a competitive price to complete the project.

#### **STAFF RECOMMENDATIONS**

Based upon the project engineer's recommendation, the Authority staff recommends authorizing the General Manager to reject the bids received for the City of Sherman Sears Lift Station Relief Project.

#### **ATTACHMENTS:**

Engineer's Recommendation  
Bid Tabulation

**REPAIRED AND SUBMITTED BY:**

Drew Satterwhite, P.E., General Manager



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

August 24, 2015

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

**Re: Sherman Sears Lift Station Relief Sewer – Contract Award**

Dear Mr. Satterwhite:

A bid was received on the Sears Lift Station (LS) Relief Sewer Project on August 13, 2015. A tabulation of the bid is attached. The project includes construction of approximately 7,000 feet of sanitary sewer; modifications to the 5"x8" box culvert and some gabion wall erosion control work.

Five general contractors took plans and specifications and only one bid was received. The bidder left 2 unit prices in the bid proposal blank and a verbal response was required to correct the bid. The corrected bid of \$1,299,457.00 is about 80% higher than the estimated construction cost of \$725,000.00. Two contractors advised that the extensive rains put them far behind on previous contracts and additional labor was not available. The contractors also stated they would bid if the project was re-bid in January, 2016.

Both Sherman and Freeman-Millican have had successful similar projects with the bidder, Dickerson Construction previously.

We recommend that the Greater Texoma Utility Authority reject the bid of Dickerson Construction Company and authorize rebidding of the project in January of 2016.

Sincerely,  
FREEMAN - MILLICAN, INC.

David E. Gattis, P.E.

Enclosure (1)

Copy:

Sherman, Mark Gibson, Director of Utilities  
Richard Dormier P.E., Freeman-Millican, Inc.

# **BID TABULATION**

|                                          |                                 |
|------------------------------------------|---------------------------------|
| OWNER: City of Sherman                   | Contractor Dickerson Const. Co. |
| PROJECT: Sears Lift Station Relief Sewer | Address P.O. Box 181            |
| ENGINEER: FREEMAN-MILLICAN, INC.         | City, State Celina, TX 75009    |
| BID DATE: August 13, 2015                | Phone 972-382-2123              |

| ITEM NO. | DESCRIPTION                                                            | QUANTITY | UNIT | UNIT PRICE      | TOTAL AMOUNT     |
|----------|------------------------------------------------------------------------|----------|------|-----------------|------------------|
| P.1      | 8" PVC Sewer Replace 0' - 9' Deep                                      | 617      | L.F. | 120.00          | 74,040.00        |
| P.2      | 12" PVC Sewer Pipe 0'-10' Deep                                         | 3,864    | L.F. | 95.00           | 367,080.00       |
| P.3      | 12" PVC Sewer Pipe 10' or Deeper                                       | 2,578    | L.F. | 105.00          | 270,690.00       |
| P.4      | Aerial Crossing                                                        | 244      | L.F. | 275.00          | 67,100.00        |
| P.5      | 24" Φ Concrete Piers at Aerial Crossings                               | 7        | V.F. | 500.00          | 3,500.00         |
| P.6      | 18" Φ Concrete Piers at Aerial Crossings                               | 4        | V.F. | 500.00          | 2,000.00         |
| P.7      | 4' Φ Manholes 0'-9' Deep                                               | 15       | EA   | <b>4,500.00</b> | <b>67,500.00</b> |
| P.8      | 4' Φ Manholes 10'-16' Deep                                             | 8        | EA   | <b>5,500.00</b> | <b>44,000.00</b> |
| P.9      | 4' Φ Manholes Additional Vertical Depth beyond 16'                     | 5        | V.F. | 500.00          | 2,500.00         |
| P.10     | Add Inside Drop Piping to 4' Φ Manhole                                 | 1        | L.S. | 3,000.00        | 3,000.00         |
| P.11     | Remove and Replace Concrete Channel Floor                              | 6        | S.Y. | 150.00          | 900.00           |
| P.12     | Class "G" Embedment                                                    | 137      | L.F. | 70.00           | 9,590.00         |
| P.13     | Crushed Stone Trench Foundation                                        | 100      | C.Y. | 35.00           | 3,500.00         |
| P.14     | Reinforced Conc. Rip-Rap                                               | 32       | S.Y. | 450.00          | 14,400.00        |
| P.15     | Gas Vent Assembly                                                      | 4        | EA   | 1,750.00        | 7,000.00         |
| P.16     | Remove Trees and Debris from Gabion wall work area                     | 1        | L.S. | 3,500.00        | 3,500.00         |
| P.17     | Install Gabion Wall                                                    | 152      | C.Y. | 900.00          | 136,800.00       |
| P.18     | Install Gabion Mat (12" thick)                                         | 75       | S.Y. | 80.00           | 6,000.00         |
| P.19     | Excavate, remove and dispose existing culvert concrete roof            | 1        | LS   | 6,000.00        | 6,000.00         |
| P.20     | Excavate, clean cut and dispose existing concrete wall                 | 1        | LS   | 22,500.00       | 22,500.00        |
| P.21     | Install concrete roof over 8X5 Concrete U channel(low)                 | 32       | C.Y. | 975.00          | 31,200.00        |
| P.22     | Gravel wall backfill and geotextile wrap                               | 175      | C.Y. | 60.00           | 10,500.00        |
| P.23     | Gabion/Concrete tie in                                                 | 115      | L.F. | 160.00          | 18,400.00        |
| P.24     | Install geotextile erosion mat                                         | 100      | S.Y. | 2.75            | 275.00           |
| P.25     | Fill, compact & grade wall back slope & south side                     | 500      | C.Y. | 18.50           | 9,250.00         |
| P.26     | Grade drainage swale                                                   | 30       | L.F. | 15.00           | 450.00           |
| P.27     | Sod or re-establish grass including south side                         | 700      | SY   | 5.00            | 3,500.00         |
| P.28     | Construct Fence along short wall, culvert entrance, top of gabion wall | 205      | L.F. | 50.00           | 10,250.00        |
| P.29     | Construct Fence and overflow fence flap                                | 50       | L.F. | 175.00          | 8,750.00         |
| P.30     | CMP Culvert                                                            | 70       | L.F. | 110.00          | 7,700.00         |
| P.31     | Safety End Treatment for CMP culvert                                   | 1        | EA   | 1,500.00        | 1,500.00         |
| P.32     | Concrete collar for CMP penetration of gabion mat                      | 1        | EA   | 350.00          | 350.00           |
| P.33     | Concrete flume                                                         | 33       | L.F. | 175.00          | 5,775.00         |
| P.34     | Stabilize Finished Grade 10% - 20% Slopes                              | 1,000    | S.Y. | 7.00            | 7,000.00         |
| P.35     | Stabilize Finished Grade greater 20% Slopes                            | 100      | S.Y. | 180.00          | 18,000.00        |
| P.36     | Asphalt Pavement Replacement                                           | 32       | S.Y. | 70.00           | 2,240.00         |
| P.37     | Replace Gravel Driveway                                                | 36       | S.Y. | 15.00           | 540.00           |
| P.38     | Fence Gap & Gate                                                       | 5        | EA   | 3,500.00        | 17,500.00        |
| P.39     | Fence Gap with Six Wire Closure                                        | 1        | EA   | 1,000.00        | 1,000.00         |
| P.40     | Trench Safety System                                                   | 7,059    | L.F. | 3.00            | 21,177.00        |
| P.41     | Storm Water Discharge Permit & SWP3                                    | 1        | LS   | 12,500.00       | 12,500.00        |

**TOTAL AMOUNT OF CONTRACT BID**

**\$1,299,457.00**

Items in bold italics were not listed in bid proposal and required verbal response.

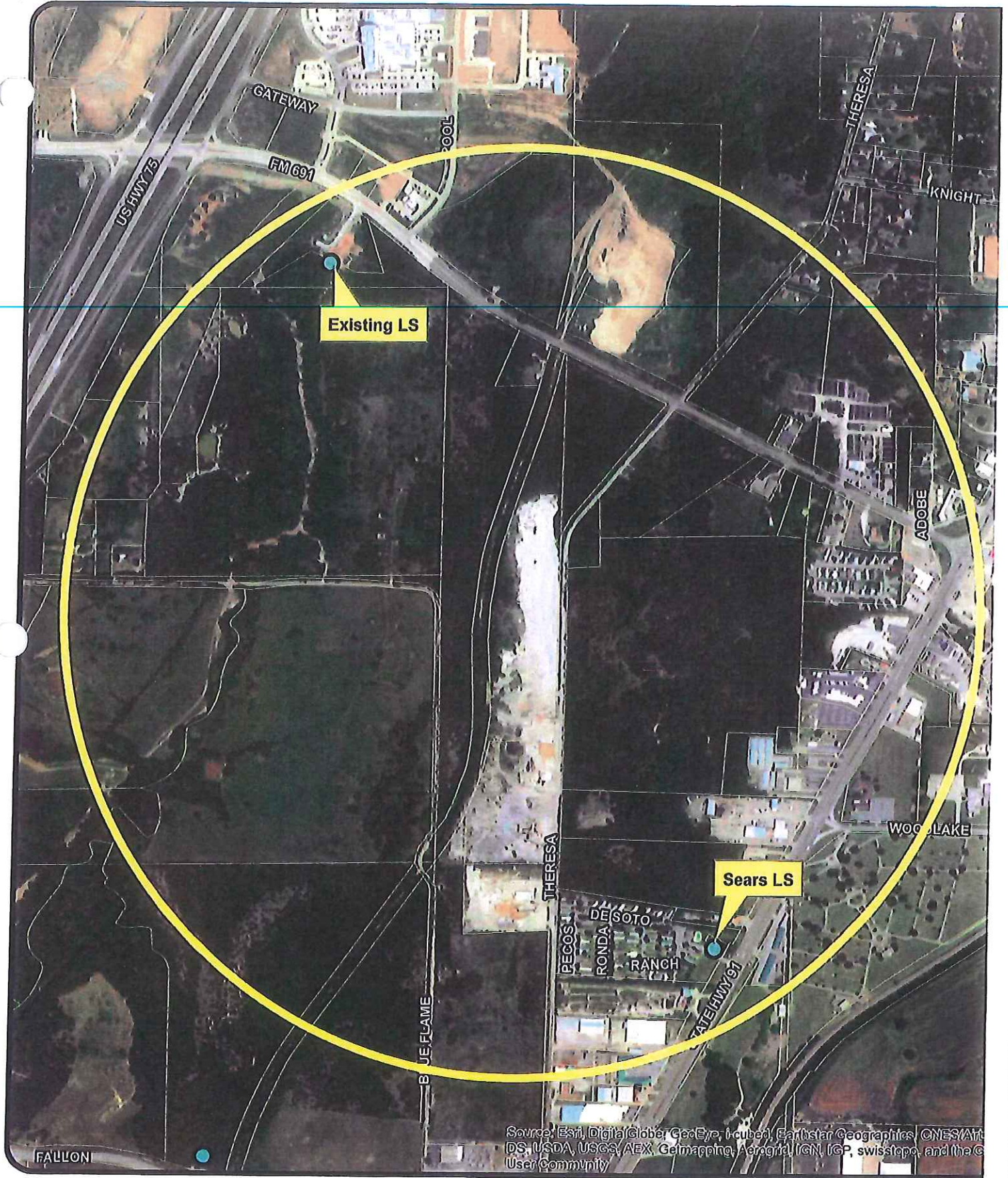
**Time of Completion (Calendar Days)**

**270 days**



*Michael K. Stacey*

8/21/2015





## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. E. 2.**

**Meeting Date:** 09/08/2015

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

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**\* OTHER BUSINESS**

Consider Request of the Sherman Independent School District and the Sherman High School Student Council to Temporarily Close Certain Streets for the "2015 Sherman High School Homecoming Parade" on Monday, September 28, 2015

**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 "2015 Sherman High School Homecoming Parade", taking place at 6:30 p.m. on Monday, September 28, 2015.

**Background:**

The SISD and Sherman High School Student Council are co-sponsoring the "2015 Sherman High School Homecoming Parade" on Monday, September 28<sup>th</sup>. The parade will assemble at 5:30 p.m. and will end no later than 7:30 p.m. It will follow the route described in the attached 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:**

City labor and equipment to provide traffic control assistance and implement barricade placement and removal will be required.

**Staff Recommendation:**

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

**Alternatives:**

As directed by the Council

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**Attachments**

Dr. Hambrick's Request for Assistance dated August 24, 2015

Parade Route

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P.O. BOX 1176 SHERMAN, TEXAS 75091-1176



PHONE# (903)891-6400 FAX# (903)891-6407

August 24, 2015

VIA FACSIMILE & U.S. MAIL903-957-3260

Mrs. Sheila Davis  
City of Sherman  
400 North Rusk Street  
Sherman, TX 75090

Dear Mrs. Davis:

Sherman High School Student Council and SISD are requesting to schedule the annual Sherman High School Homecoming Parade for Monday, September 28, 2015 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.

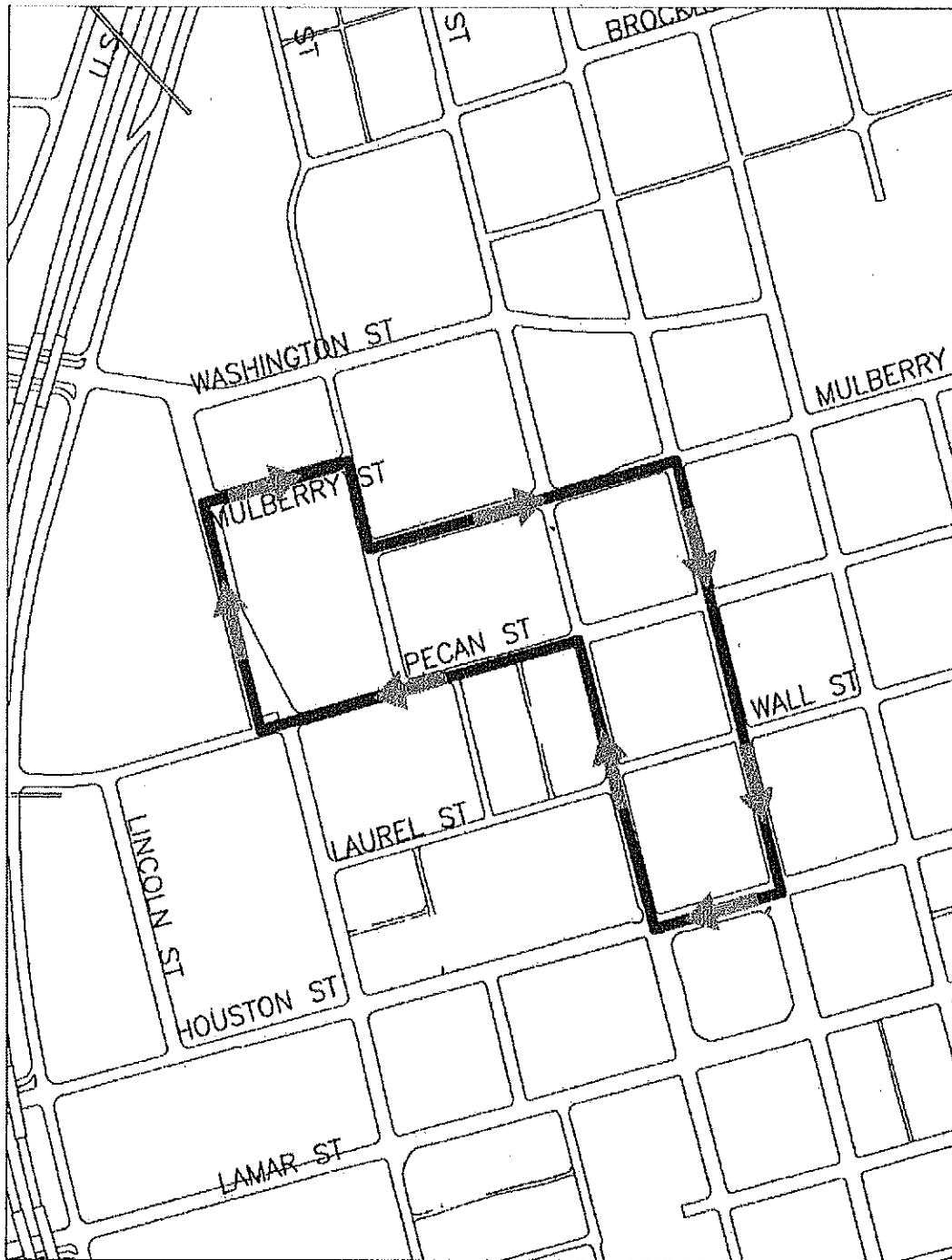
If you have any questions or need anything additional, please contact my secretary, Debbie Smith at 903-891-6400, extension 2002.

Sincerely,

Al Hambrick, Ed.D.  
Superintendent of Schools

dhs

Copy: Larena Douglass, Student Council Sponsor  
Peggy VanMarter, Principal, SHS



**Sherman**  
CLASSIC TOWN, BROAD HORIZON.

SHERMAN HIGH SCHOOL  
PARADE ROUTE





## SHERMAN CITY COUNCIL

### Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. E. 3.**

**Meeting Date:** 09/08/2015

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

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**\* OTHER BUSINESS**

Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Certain Streets for the "Stroll on the Square" on Saturday, October 10, 2015

**Issue:**

Downtown Sherman Preservation & Revitalization (DSP&R) is requesting to temporarily close Crockett Street (between Lamar Street and Houston Street), Travis Street (between Lamar Street and Houston Street) and Travis Street (between Houston Street and Wall Street) on Saturday, October 10, 2015 from noon to 11:00 p.m. for the "Stroll on the Square".

This event will include food from local restaurants, vendors, a jazz band and other activities. DSP&R plans to apply for an alcohol permit from the Texas Tobacco and Alcohol Commission for the sale of beer and wine to the patrons of this event.

**Background:**

This is one of several events planned by DSP&R.

**Origination:**

Ms. Karen Tooley, Director of DSP&R

**Financial Consideration:**

Barricades and cones would be provided by the City of Sherman Street Department. Solid waste receptacles would be provided by the City of Sherman Solid Waste Department. DSP&R would work with the Sherman Police Department to arrange for security officers necessary for the event. DSP&R has been instructed that emergency vehicle accessibility must be maintained throughout the closed streets at all times.

**Staff Recommendation:**

It is recommended that the Council authorize the use of City resources to provide barricades, cones, solid waste receptacles, and security support as requested.

**Alternatives:**

As directed by the Council

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**Attachments**

"Stroll on the Square" Request Letter

"Stroll on the Square" Map

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12 August 2015

Mr. Steve Ayers  
Director of Community Support Services  
PO Box 1106  
Sherman, TX 75091



Dear Steve,

Downtown Sherman Preservation & Revitalization (DSP&R) would like city approval to hold an event, Stroll on the Square. The details are below. If I can answer questions or help clarify this request, please do not hesitate to contact me by email (kctooley@msn.com) or phone (903-816-2811).

Sincerely,

Karen Tooley

Executive Director, DSP&R

Name of Event: Stroll on the Square

Date/Time of Event: Saturday, 10 October 2015, 5:00 pm -11:00 pm

Description of Event:

From 5:00-6:00 pm: An area on east side of courthouse (and spilling into Travis Street) will be designated as a VIP area for tasting premier wines. This event is limited to 150 participants.

From 6:00-9:00 pm: Wineries will be located inside businesses downtown and possible under pop up tents on square and in parking lots (as TABC allows).

Restaurants and Caterers will be situated inside businesses, outside on the closed streets, and on the sidewalks offering free samples of food (and competing in a competition called "Best Bites".) Stores will be open for shopping. Musicians will be inside stores, on the courthouse square, and along the sidewalks (where room allows.) The wine stroll is limited to 450 participants.

From 8:30-11:00 pm: Rafael Espinoza, a popular jazz band, will be on the East side of the courthouse (and spilling into Travis Street) playing for an after party. DSP&R will sell wine and 903 Brewers Beer (with TABC approval.)

**Street Closure Request:**

From Noon-11:30 pm: 100 blocks of S Travis, S Crockett and N Travis St.

Supplies Requested: 16 rolling trash cans & 40 orange traffic cones (delivered to the east side of the courthouse near the trash dumpsters)

TABC Permit: DSP&R will provide the wineries with the necessary information to enable them to obtain festival permits from TABC. DSP&R will obtain a permit from TABC to sell beer and wine at after party.

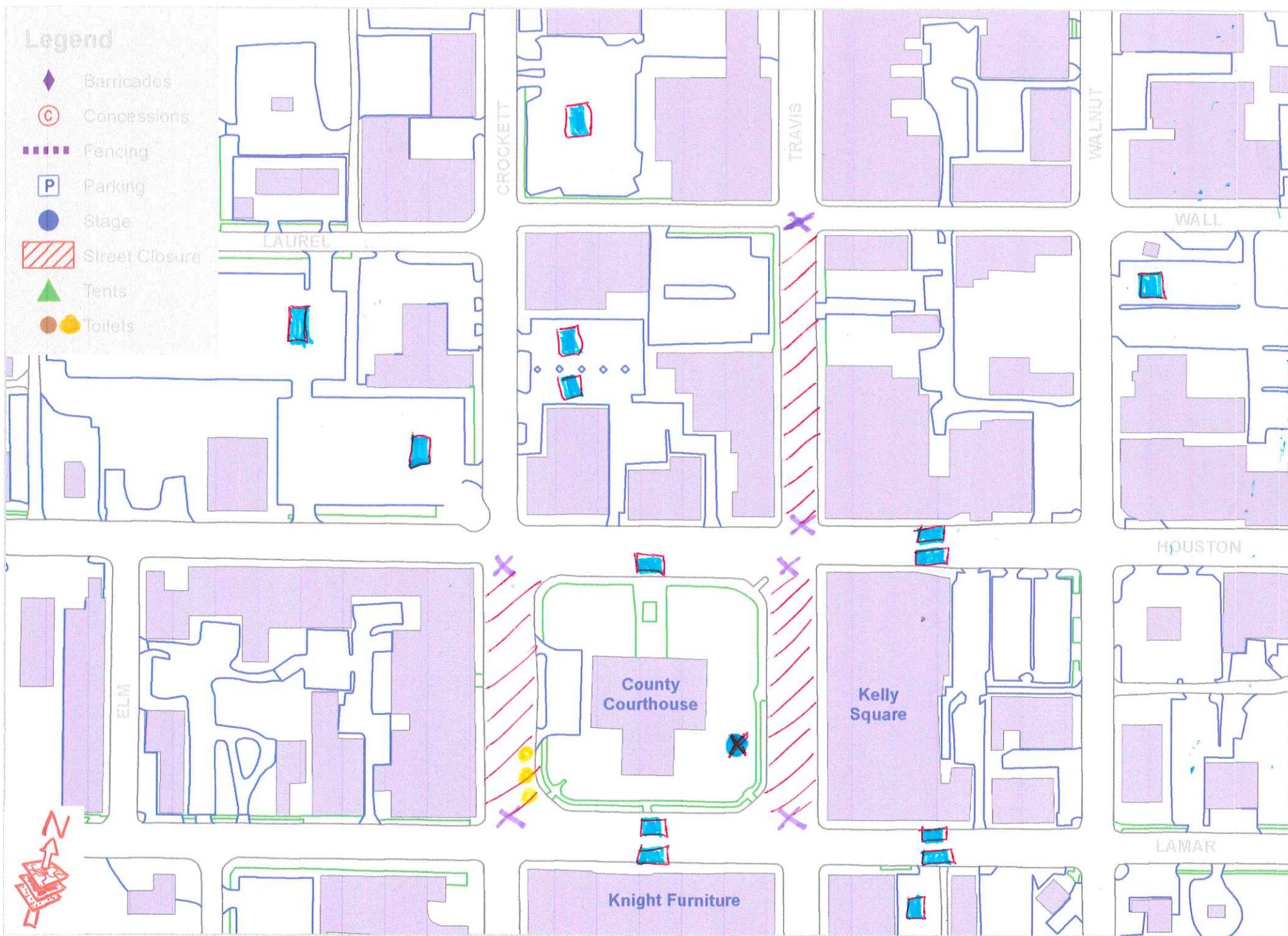
 Parking

## Toilets

~~X~~ Barricades

✖ Stage

 Street Closures





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. E. 4.**

**Meeting Date:** 09/08/2015

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

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**OTHER BUSINESS**

Receive Update from Assistant Public Works Director Jim Cross on the NAPA Auto Parts Store in the City of Sherman Service Center

**Issue:**

An update on the agreement with AME168, Inc., d/b/a NAPA Auto Parts to serve as the City's primary fleet automotive parts supplier

**Background:**

At the October 6, 2014 meeting, the City Council approved an Integrated Supply Agreement with AME168, Inc., d/b/a NAPA Auto Parts (NAPA) for NAPA to become the City's primary fleet automotive parts supplier. This presentation will summarize the results of the program to date as well as give an update on the operations of the Equipment Maintenance Department.

**Origination:**

City Manager Robby Hefton

**Financial Consideration:**

This agenda item has no financial impact.

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Called Meeting**

**Agenda Item No. L.**

**Meeting Date:** 09/08/2015

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**COUNCIL CALENDAR**

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**Attachments**

**2015 Council Calendar**

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# 2015

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

| FEBRUARY |    |    |    |    |    |    |
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| 8        | 9  | 10 | 11 | 12 | 13 | 14 |
| 15       | 16 | 17 | 18 | 19 | 20 | 21 |
| 22       | 23 | 24 | 25 | 26 | 27 | 28 |
|          |    |    |    |    |    |    |

| MARCH |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
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| 8     | 9  | 10 | 11 | 12 | 13 | 14 |
| 15    | 16 | 17 | 18 | 19 | 20 | 21 |
| 22    | 23 | 24 | 25 | 26 | 27 | 28 |
| 29    | 30 | 31 |    |    |    |    |

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

| JUNE |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
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| 14   | 15 | 16 | 17 | 18 | 19 | 20 |
| 21   | 22 | 23 | 24 | 25 | 26 | 27 |
| 28   | 29 | 30 |    |    |    |    |
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| JULY |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
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| 12   | 13 | 14 | 15 | 16 | 17 | 18 |
| 19   | 20 | 21 | 22 | 23 | 24 | 25 |
| 26   | 27 | 28 | 29 | 30 | 31 |    |
|      |    |    |    |    |    |    |

| AUGUST |    |    |    |    |    |    |
|--------|----|----|----|----|----|----|
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| 2      | 3  | 4  | 5  | 6  | 7  | 8  |
| 9      | 10 | 11 | 12 | 13 | 14 | 15 |
| 16     | 17 | 18 | 19 | 20 | 21 | 22 |
| 23     | 24 | 25 | 26 | 27 | 28 | 29 |
| 30     | 31 |    |    |    |    |    |

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

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

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

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

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

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