

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, AUGUST 6, 2012
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY DEPUTY MAYOR WILLIE STEELE](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JULY 16, 2012](#)

Proclamation

- A.5 [PROCLAMATION](#)
“Underground Damage Prevention Day” – August 11, 2012

Public Hearing

- B.1 [INTRODUCTION AND FIRST PUBLIC HEARING OF ORDINANCE NO. 5750](#)
Providing for the Appropriation of Funds for Operating and Capital Expenditures for the Fiscal Year beginning October 1, 2012, and ending September 30, 2013
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5751](#)
Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 6th day of November, 2012, for the Purpose of Electing a Mayor and Two (2) At-Large City Council Members 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

Close Public Hearing and Consider Adoption of Ordinances

- B.3 [ADOPTION OF ORDINANCES](#)
Consider Adoption of Ordinance Number:
(a) 5751

B.4 [CONSENT AGENDA](#)

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

Resolutions

C.1 [RESOLUTION NO. 5683](#)

Authorizing Execution of a Joint Election Agreement with Grayson County, Texas, to Hold a Joint Election on November 6, 2012

C.2 [* RESOLUTION NO. 5684](#)

Authorizing Execution of an Interlocal Cooperation Contract between the City of Sherman and the North Central Texas Trauma Regional Advisory Council (NCTTRAC) for Participation in a Mass Fatality Trailer Project

C.3 [* RESOLUTION NO. 5685](#)

Authorizing Execution of a Mutual Aid Agreement with the Town of Calera, Oklahoma

C.4 [* RESOLUTION NO. 5686](#)

Approving the Greater Texoma Utility Authority's Intention to Contract with W. Brown Enterprises, Inc. for the Surface Water Distribution Pipeline East, Schedule A

C.5 [* RESOLUTION NO. 5687](#)

Approving the Greater Texoma Utility Authority's Intention to Contract with Vessels Construction for the Surface Water Distribution Pipeline East, Schedule B

C.6 [* RESOLUTION NO. 5688](#)

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Wastewater Treatment Plant Headworks East Bar Screen Replacement Improvements Project

C.7 [* RESOLUTION NO. 5689](#)

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Wastewater Treatment UV Equipment Replacement Improvements Project

Other Business

D.1 [OTHER BUSINESS](#)

Discussion of the Proposed Tax Rate for Fiscal Year 2012-2013 and Scheduling Public Hearings for the Proposed Tax Rate and Property Tax Increase

D.2 [OTHER BUSINESS](#)

Review Draft Capital Improvement Program (CIP) 2012-2017 and Set Public Hearing for Tuesday, September 4, 2012

D.3 * OTHER BUSINESS

Approve Quarterly Investment Reports for Period Ending June 30, 2012

D.4 * OTHER BUSINESS

Consider Calling a Special Meeting of the City Council for Tuesday, September 4, 2012,
due to Conflict with a Federal Holiday

D.5 OTHER BUSINESS

Consider Scheduling a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for 12:00 noon on Friday, September 21, 2012, to Review and Approve SEDCO's Annual Budget and Work Plan

D.6 * OTHER BUSINESS

Final Plat Approval of the TED Holdings Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 2.26 acres in the James Achison Survey, Abstract No. 21; TED Holdings, Deborah Estes, President, Owner; Sartin & Associates, Inc., Surveyors (1162 Plainview Road)

D.7 CITIZEN REQUESTS

D.8 MEDIA QUESTIONS

D.9 COUNCIL COMMENTS

Executive Session

E.1 EXECUTIVE SESSION

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

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

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

The Council reconvenes into General Session

F.1 OPEN MEETING

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

F.2 ADJOURNMENT

COUNCIL CALENDAR



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Willie Steele, Deputy Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. A.3

INVOCATION BY DEPUTY MAYOR WILLIE STEELE



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF JULY 16, 2012

STATE OF TEXAS

§

July 16, 2012

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on July 16, 2012.

MEMBERS PRESENT: MAYOR BILL MAGERS; DEPUTY MAYOR WILLIE STEELE.
COUNCIL MEMBERS HOWETH, PLYLER, SMITH, SOFTLY,
WACKER.

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Magers called the meeting to order at 5:01 p.m. The Pledge of Allegiance and the Invocation were given by Council Member David Plyler.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of June 18, 2012; the Called City Council Meeting (Budget Workshop) of June 21, 2012; and the Called City Council Meeting (Adoption of Annexation Ordinance) of June 25, 2012. Council Member Wacker moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5748 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN AUTO SERVICE OIL AND LUBE CENTER IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1504 WEST HOUSTON STREET, BEING LOT 1A OF THE OASIS ADDITION, REPLAT OF LOT 1, BLOCK 1 (AZIZ HASSAN, 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 5748
SUP FOR AUTO
SERVICE OIL & LUBE
(1504 W. HOUSTON)

Aziz Hassan, 18 Links Estates, Denison

Mr. Hassan appeared before the City Council to represent his request for a Specific Use Permit. Mr. Hassan has lived in Denison for 25 years and owns businesses in Sherman and Denison. He decided to open the business at 1504 W. Houston, which had been closed for a couple of years.

No other citizens appeared before the City Council to discuss Ordinance 5748.

Mayor Magers introduced Ordinance 5749 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 3729 IN ITS ENTIRETY; AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, ENTITLED "GENERAL PROVISIONS", AT ARTICLE 1.07, ENTITLED "AVIATION", TO DELETE DIVISION 3 IN ITS ENTIRETY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5749
AIRPORT BOARD

No citizens appeared before the City Council to discuss Ordinance 5749.

The Public Hearing was closed.

Ordinance 5748

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN AUTO SERVICE OIL AND LUBE CENTER IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1504 WEST HOUSTON STREET, BEING LOT 1A OF THE OASIS ADDITION, REPLAT OF LOT 1, BLOCK 1 (AZIZ HASSAN, 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 5748
SUP FOR AUTO
SERVICE OIL & LUBE
(1504 W. HOUSTON)

ACTION TAKEN.

Motion by Council Member Wacker to approve Ordinance No. 5748, as presented. Second by Council Member Smith.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 5749

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 3729 IN ITS ENTIRETY; AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, ENTITLED "GENERAL PROVISIONS", AT ARTICLE 1.07, ENTITLED "AVIATION", TO DELETE DIVISION 3 IN ITS ENTIRETY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5749
AIRPORT BOARD

Mayor Magers said after the recent Budget Workshop, the Council asked the staff to look at alternative uses for the Municipal Airport. The Council will need to make a decision about the Airport in the next several years.

The Airport Board is a seven member board and there are currently no members serving, because no one has been appointed by the City Council. There are also no current applications on file for the Board. The last board meeting

was in February 2011 and the last board presentation was in April 2011. In that presentation the key topic was hangars. The Council asked for follow-up on the private sector building hangars. There was never any other discussion on the hangar proposal.

Past City Council Members have not been interested in funding the construction of hangars with public dollars and all previous attempts to use private dollars for the hangars have been unsuccessful.

Mayor Magers said the Airport Board is not functioning at the present time and the City staff is currently operating the Airport with the Fixed-Base Operator. The Airport is “breaking even” and the status quo is intact.

Ross Richardson, 2115 Turtle Creek Circle

Mr. Richardson said the City Council has not appointed anyone to the Airport Board in over a year. There were seven or eight applications on file at the time, waiting to be approved and they eventually expired.

Mayor Magers said the Airport Board is an “advisory” board appointed by the City Council to serve at their desire.

Mr. Richardson said the advisory board is comprised of pilots and non-pilots to advise the Council on running the Airport and things that need to be done. The Airport Board has requested hangars and they are still needed. But there is also maintenance and upkeep at the Airport and the day-to-day operations.

Mr. Richardson said there are other boards, such as the Parks Board, that the Council does make appointments too and they advise the Council. He added that the City Council has the final authority on the recommendations, but he felt it was counterproductive to disband the Airport Board.

Council Member Smith confirmed that there are 18 hangars at the Airport and six are leased by Sherman residents. He confirmed that the 20-year note for repairs was a “forgivable loan” and he asked what needed to be done to “pay it back.”

Mayor Magers explained that in the past, the City of Sherman accepted State funding with an 80/20 match, which required the City to keep the Airport open for 20 years. The funding decreases in value each year.

He added that in two or three years the runway will need some maintenance that will cost about \$1 million. A future City Council will need to make the decision as to whether to spend \$1 million for the repairs, spend \$500,000 and accept another State loan for the remainder which would restart the 20 year requirement, or payback part of the 20% left on the loan.

Mayor Magers added that the City Council cannot close the Airport. The citizens of Sherman are the only ones that can close the Airport. Tonight's discussion is only about whether or not the Airport Advisory Board is needed. In the past the Board has recommended that the City subsidize hangars, subsidize gas, and subsidize rent. Every time the private sector has looked at subsidizing the Airport, they have come back and said "the numbers don't work."

Mayor Magers felt it was important that every citizen has the same access to the City Council and not just an "advocacy group."

Council Member Smith said the Council never really received a plan for additional hangars. Mayor Magers said an original plan was to use the employee medical fund to fund the hangar construction. Council Member Wacker said it was never an adopted plan because it was not a wise course of action.

Deputy Mayor Steele verified that the Budget included \$5,500 for basic building maintenance at the Airport but no funding for runway maintenance. Robby Hefton, Assistant City Manager/CFO, said the City doesn't allocate any General Fund costs to the Fund. The Airport Fund financials are "best case."

Council Member Wacker said the Airport Board has been in "limbo" and the Council is looking for a staff driven decision rather than from the advisory board. Mayor Magers felt the future of the Airport should be Council driven, not staff driven.

He added that the advice given to the Council from the Airport Board has been rejected many times. Over the last several years, the Council has focused on necessities and kept property taxes low. As the Council moves forward, they will have a \$500,000 decision to make. He felt the decision should be made with input from all parts of the community and not just a small group of citizens.

Mayor Magers said the decision tonight is whether or not the Council wants to maintain an advisory board that has been non-existent for over a year. He couldn't think of one time they followed the advice of the Airport Board, which covered hangars, gas, and hangar rental fees.

Mr. Richardson said Sherman does have an attractive hangar rental rate. The gas rate is kept low so Sherman will get the fuel flow. With the self service, the fuel flow increased from 3,000 gallons per year to 100,000 gallons per year. Mayor Magers added it was a 5% gross margin, so gas is being "given away."

Mr. Richardson asked about the \$500,000 cost that was discussed. Mayor Magers said repaying the cost of the

Texas Department of Transportation note in 2014 would cost about \$550,000. Mr. Hefton added that runway improvements are needed about every nine to ten years and those will be needed in the 2014-2015 timeframe.

Mr. Hefton said the \$500,000 cost for runway repairs would be if TxDOT participates in the cost at a 50/50 split. The total cost of improvements will be about \$1 million.

Mr. Richardson said TxDOT's RAMP program will match the cost of the repairs at 50/50. Mayor Magers reiterated the decision on the runway repairs must be reached in two or three years. When that decision is needed, he felt all Sherman citizens should have input and not just a particular group. Mr. Richardson agreed that the Airport Board would be an advocate for the Airport.

Deputy Mayor Steele verified that the runway repairs were not an option. Mr. Hefton said the City is obligated to maintain the Airport to TxDOT standards. Every nine or ten years the runway needs to be resurfaced at a cost of about \$1 million. Council Member Smith verified that the cost to the City would be either the \$1 million or 50% of that amount with the TxDOT funding. Accepting the funding will "reset the clock" for another 20 years of continuous operation for the Airport.

Council Member Howeth referenced Mr. Richardson comparing the Airport Board to the Parks Board. She said there are 18 hangars at the Airport and very few people in Sherman use the Airport. The Parks Board advises the Council on facilities that are used by 90% to 100% of the citizens. She did not think the Airport Board and the Parks Board could be compared.

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5749, as presented. Second by Deputy Mayor Steele.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Mayor Magers said George Olson, City Manager, had asked that Item D-3 entitled "Consider Request of United Way of Grayson County to Temporarily Close Certain Streets for the 'United Way Hustle for Health' on Saturday, August 25, 2012" be removed from the Consent Agenda and considered in its regular order of business.

Council Member Howeth moved to approve the Consent Agenda, with the exception of Item D-3 which will be considered in its regular order of business. Second by Council Member Softly. All present voted AYE.

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5682 – AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF DENISON FOR THE SUBMISSION OF A JOINT GRANT APPLICATION AND THE ACCEPTANCE OF GRANT FUNDING TO BE AWARDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER ITS ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF DENISON FOR THE SUBMISSION OF A JOINT GRANT APPLICATION AND THE ACCEPTANCE OF GRANT FUNDING TO BE AWARDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER ITS ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM.

Jeff Jones, Fire Chief, explained that defibrillators are very expensive and cost about \$25,000 each. The City budgets to replace one defibrillator annually.

The City of Denison submitted a grant and asked the City of Sherman to participate. If the grant is successful, Sherman will be able to purchase the defibrillators at an 80/20 match.

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 5682, as presented. Second by Council Member Wacker.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

REQUEST TO ADVERTISE

ANNUAL SUPPLY OF TIRES AND TUBES

The City Council approved the request to advertise for bids for an annual supply of tires and tubes for the City's fleet and equipment for Fiscal Year 2012-2013.

CONSENT AGENDA.

OTHER BUSINESS

RECEIVE QUARTERLY PROGRESS REPORT FROM SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD SECRETARY CHRIS PENDERGRASS AND SEDCO PRESIDENT SCOTT CONNELL

Chris Pendergrass, Sherman Economic Development Corporation Secretary, introduced SEDCO President Scott Connell to present the quarterly progress report. He said the second quarter of 2012 was very busy for SEDCO and they had some good results. He thanked the City Council and staff for their support.

Mr. Connell said SEDCO completed the sale of a 208 acre site in Progress Park to Panda Power Funds in June 2012, for the construction of an electric generation facility. Panda has given limited notice to proceed with site work on the

RES 5682
FEMA GRANT
APPLICATION WITH
DENISON

REQUEST TO ADV
TIRES & TUBES

SEDCO QUARTERLY
UPDATE

property, which will allow the company to move forward with their schedule for financing.

He added that persons interested in employment or media requests can be made to their website at www.pandafunds.com.

Mr. Connell said Halco Rock Tools completed the renovations in Midway Industrial Park and moved into their facility. Their first incentive payment has been made.

GlobiTech continued to move forward on their three projects, which total \$50 million. The Sunny Delight contract was extended to the end of 2012. They have completed most of the work and are waiting for the last of their equipment, which has been delayed.

Progress Rail's equipment expansion is also moving forward. Their first installment of the incentive has been paid and their contract has also been advanced so they will stay "on target." They are also having some equipment delays.

During the last quarter, SEDCO entered into two contracts for new projects. Titan UTV is a manufacturer and distributor of electric and hybrid outdoor vehicles. They relocated to Sherman from Hutto, Texas, and invested \$139,000 in new facility upgrades and will add 26 people over the next three years.

BACC Coffee is a local company that has been in Sherman for a long time. They import, roast, and package coffee products primarily for the institutional market. They are relocating to a new facility and have been closed for a couple of months. SEDCO helped them "bridge this gap" and helped with upgrades on their new building.

SEDCO approved funding for the extension of a water line along S.H. 289 and the extension of sewer to the U.S. Hwy 82, S.H. 289, S.H. 56, and FM 1417 quadrant, to assist with growth.

They have also updated their website, using the same company that the City of Sherman used. The project is now complete and the website is live. SEDCO has also contracted with a marketing firm to assure that their materials and design are better coordinated.

SEDCO Board Members have organized a Real Estate Committee to plan the investments for real estate and infrastructure. They want to react to clients but also to plan for the future and assure that Sherman has a broad array of offerings for companies.

Mr. Connell said they continue to monitor companies that have investment contracts and regularly meet with industrial clients.

The Real Estate Committee is beginning the process to look at the Youth Center building and the lease with the City. The goal is to determine the current status of the facility, what can be done through renovation, and how it can be used for a SEDCO office, as well as for other business organizations in the market.

SEDCO is currently developing their plan of work, considering what has been done this past year, and projecting for the coming fiscal year.

Mayor Magers said the SEDCO meetings are “spirited” and there is debate among the members about what makes sense and what doesn’t make sense. He assured taxpayers that SEDCO is doing a good job of watching the tax dollars.

CONSIDER REQUEST OF UNITED WAY OF GRAYSON COUNTY TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE “UNITED WAY HUSTLE FOR HEALTH” ON SATURDAY, AUGUST 25, 2012

REQUEST TO CLOSE STREETS – UNITED WAY

Mr. Olson asked to remove Item D-3 from the Consent Agenda for consideration in its regular order of business.

He explained that the United Way of Grayson County had submitted a request to close certain streets for their annual “United Way Hustle for Health” on August 25, 2012.

Mr. Olson said after the request was received, the staff realized the downtown area would still be under construction. They are working with United Way to move the event to the Municipal Building grounds.

Currently the route is not determined, but Mr. Olson asked that Council Members approve the event and the associated streets that will be determined for the route. He added that if the Council wished he could bring the item back for their consideration. Traffic control assistance and barricades will also be needed from the City.

ACTION TAKEN.

Motion by Council Member Smith to approve the request of the United Way to close certain streets on August 25, 2012 for their annual “United Way Hustle for Health”, giving the City Manager authority to work with them on the specific streets that will be closed. Second by Council Member Wacker.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

REVIEW 2012-2013 DRAFT BUDGET

Mr. Hefton explained that Council action will be needed to direct the staff to come back with a proposed budget in ordinance form.

Mayor Magers said the proposed budget is balanced and the property tax rate remains at \$0.32 per \$100 valuation. Mr. Hefton said there are a few very minor changes that happened in the last month, but no "big picture thing" has changed. The City Charter requires that the staff present a draft budget 50 days prior to the end of the fiscal year.

The next agenda item will set the public hearings for the proposed budget and the proposed tax rate, and will give the public an opportunity to respond. Council Member Wacker confirmed that the staff will proceed with the proposed budget based on the discussions at the Budget Work Session.

DISCUSSION OF THE PROPOSED TAX RATE FOR FISCAL YEAR 2012-2013 AND SCHEDULING PUBLIC HEARINGS FOR THE BUDGET AND PROPOSED TAX RATE

Mr. Hefton said the Council will set two public hearings for the budget on August 6 and August 20, 2012 at the regularly scheduled Council Meetings.

ACTION TAKEN.

Motion by Council Member Wacker to schedule the public hearings for the FY 2012-2013 Budget for August 6, 2012 and August 20, 2012, as presented. Second by Council Member Smith.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

FINAL PLAT APPROVAL OF THE REYNOSO ADDITION, BEING 9.98 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763; RODOLFO REYNOSO, OWNER; UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYORS (2000 BLOCK OF WEST HOUSTON STREET)

The City Council approved the Final Plat of the Reynoso Addition located in the 2000 block of West Houston Street. The property consists of 9.98 acres and is located between Binkley Park Drive and Arapaho East. The owner would like to divide the property into two lots for commercial and residential development.

The Planning and Zoning Commission recommended approval of the Final Plat.

CONSENT AGENDA.

DRAFT BUDGET

PROPOSED TAX RATE

**APPROVE FINAL PLAT
REYNOSO ADDITION
(2000 BLOCK
WEST HOUSTON)**

**FINAL PLAT APPROVAL OF THE THOMASON ADDITION,
BEING 4.42 ACRES IN THE A.C. SMITH SURVEY, ABSTRACT
NO. 1561; T.J. THOMASON ENTERPRISES, INC., OWNER;
UNDERWOOD DRAFTING AND SURVEYING, INC.,
SURVEYORS (5800 BLOCK OF U.S. HIGHWAY 75 NORTH)**

The City Council approved the Final Plat of the Thomason Addition, located in the 5800 block of U.S. Highway 75 North. The property consists of 4.42 acres and is located at the northeast corner of Blue Flame Road and U.S. Highway 75 North. The owner would like to divide the property into two lots for commercial development

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

CITIZENS REQUESTS

There were no citizens requests.

MEDIA QUESTIONS

There were no media questions

COUNCIL COMMENTS

LIGHTS ON THE LAKE

Mayor Magers congratulated the staff on the Lights on the Lake event held recently. He said it was an outstanding event with twice the crowd as last year. He has received many positive comments from citizens.

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

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

SECTION 551.0874

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

PLANNING AND ZONING
COMMISSION CHAIRMAN

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:40 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:45 p.m. and reconvened in Open Meeting.

APPROVE FINAL PLAT
THOMASON ADDITION
(5800 BLOCK U.S.
HWY 75 NORTH)

CITIZENS REQUESTS

MEDIA QUESTIONS

LIGHTS ON THE LAKE

EXECUTIVE SESSION

OPEN MEETING

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

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

PLANNING AND ZONING COMMISSION (2)

PLANNING AND ZONING CHAIRMAN

ACTION TAKEN.

Motion by Deputy Mayor Steele to reappoint Ron Barton to the Planning and Zoning Commission for a term from August 4, 2012 to August 4, 2015; to appoint Ronnie Dutton for a term from August 8, 2012 to August 8, 2015; and to appoint Don Hicks as Chairman of the Planning and Zoning Commission for a term from August 8, 2012 to August 8, 2014. Second by Council Member Smith.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:46 p.m.

OPEN MEETING

**PLANNING & ZONING
COMMISSION &
CHAIRMAN**

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. A.5

PROCLAMATION

“Underground Damage Prevention Day” – August 11, 2012

Issue

To present a proclamation designating August 11, 2012 as “Underground Damage Prevention Day” in the City of Sherman

Background

Atmos Energy Corporation has joined the 811 National Media Campaign to remind citizens to call 811 prior to any digging project to assure that underground utility lines are marked to help prevent injuries, repair costs, fines, and inconvenient outages.

Origination

The request originated with Atmos Energy Corporation.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

The staff recommends the presentation of a proclamation designating August 11, 2012 as “Underground Damage Prevention Day” in the City of Sherman.

Alternatives

The City Council could decide not to present the proclamation.

Attachments

A proclamation designating August 11, 2012 as “Underground Damage Prevention Day” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager



Proclamation

WHEREAS, the leading cause of harm to underground facilities is excavation damage, and

WHEREAS, pipeline operators and other underground facility owners are committed to raising the awareness of underground damage prevention and safe digging practices and remind citizens that everyone has a responsibility to ensure their safety, and

WHEREAS, dedication to safe digging practices is helping prevent potentially serious or fatal injuries while keeping our environment clean and our utilities on without interruption, and

WHEREAS, the date of August 11 (8/11) corresponds to the nationwide one-call number, 811, which provides anyone planning to excavate, a simple, easy way to contact the state underground notification center, and

WHEREAS, once a call is made to the one-call notification center, the appropriate underground facility operators are notified of the person's intent to dig, and professional locators are then sent to the requested digging site to mark the approximate locations of underground lines with flags, spray paint or both, and

WHEREAS, striking a single line can cause injury, repair costs, fires and inconvenient outages, and

WHEREAS, through the support of the pipeline industry, the first nationwide 811 Day media effort promoting the Call Before You Dig program will air ads during the 2012 Olympic games and will encourage everyone to call 811 before digging, and

WHEREAS, the City of Sherman supports these efforts to promote underground damage prevention and safe digging practices,

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim August 11, 2012

UNDERGROUND DAMAGE PREVENTION DAY

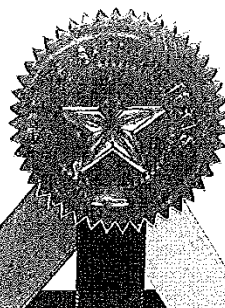
in the City of Sherman and urge all citizens to call 811 prior to any digging project to have the underground utility lines marked.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 6th day of August, 2012.

Mayor

ATTEST:

Sinda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. B.1

INTRODUCTION AND FIRST PUBLIC HEARING OF ORDINANCE NO. 5750
Providing for the Appropriation of Funds for Operating and Capital Expenditures
for the Fiscal Year beginning October 1, 2012, and ending September 30, 2013

Issue

To introduce and open the first public hearing on the proposed budget ordinance for the 2012-2013 fiscal year

Background

The proposed budget reflects the direction given by the Council at the recent Budget Workshop held on June 21, 2012, and is focused on continuing to provide essential services. The budget contains \$60.4 million in appropriations, which is higher than the prior year's original budget of \$57.1 million, due in large part to capital expenditures to catch up from delaying spending in prior years. In accordance with the discussions at the Budget Workshop, the draft budget maintains the property tax rate at \$.32/\$100 and provides for increases in water/sewer rates of about 4%. More detailed information is available on the attachments.

This budget will raise more total property taxes than last year's budget by \$254,000 and 3.6% and, of that amount, \$73,000 is tax revenue to be raised from new property added to the roll this year.

Origination

Assistant City Manager/Chief Financial Officer

Financial Consideration

The proposed budget contains appropriations of \$60.4 million for the 2012-2013 fiscal year.

Staff Recommendation

The staff recommends that the Council introduce and hold the first public hearing on the budget ordinance at this meeting. The second and final public hearing and the adoption will be held at the August 20th Council meeting.

Alternatives

The Council could make changes to the proposed budget, subject to existing available financial resources, and subject to statutory requirements relating to the timing of the budget adoption.

Attachments

Ordinance No. 5750; summary budget text; summary budget schedule; individual fund statements; bonded debt summary; property tax historical summary

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

ORDINANCE NO. 5750

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, 2012, AND ENDING SEPTEMBER 30, 2013; 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, pursuant to Article V of the City Charter, there is hereby appropriated for Operating Expenditures the sums of money as established in the approved Operating Budget Document for fiscal year beginning October 1, 2012, and ending September 30, 2013.

SECTION 2. That, pursuant to Article V of the City Charter, there is hereby appropriated for Capital Expenditures the sums of money as established in the approved Capital Budget Document for fiscal year beginning October 1, 2012, and ending September 30, 2013.

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 _____, 2012.

ADOPTED on this the _____ day of _____, 2012.

EFFECTIVE DATE on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

This budget will raise more total property taxes than last year's budget by \$254,000 and 3.6% and, of that amount, \$73,000 is tax revenue to be raised from new property added to the roll this year.

**PROPOSED BUDGET FOR THE CITY OF SHERMAN
FOR FISCAL YEAR 2012-2013**

July 16, 2012

SUMMARY:

The attached proposed budget for 2012-2013 is based on the direction provided by the City Council at the budget workshop that was held on June 21, 2012.

The proposed budget reflects a focus on catching up on capital expenditures and maintenance, completing the tasks given by the Council for the current year, and maintaining fund balances at targeted levels while holding the property tax rate unchanged at \$.32/\$100 valuation. The revenue from the last year of a three year plan to adjust water and sewer rates is included to help offset the loss of industrial revenues.

Appropriations for 2012-2013 total about \$60.4 million, of which \$5.4 million is earmarked for capital spending. This budget is about \$3.2 million more than original 2011-2012 budget, primarily from an increase in capital spending.

Total budgeted full-time positions in the proposed budget are 408, up from 403 in fiscal year 2011-2012. The increase is due to the addition of three parks maintenance employees, one technology/communications employee, and a parking attendant.

The General Fund is balanced on an ongoing but unbalanced for fiscal year 2012-2013 due to non-recurring capital expenditures. The street sales tax was renewed for an additional four years providing an additional estimated \$0.7 million increase for the 2013 budget year. A decrease in property taxes for the General Fund is primarily due to the allocation of a portion of the tax to the debt service funds. Other revenues, such as sales tax and fines and forfeitures, are expected to increase slightly. Fund balance is projected to be \$6.8 million or 84 days at the end of FY 2013.

For the budget year 2013, the Utility Fund is balanced on an ongoing basis but unbalanced for fiscal year 2012-2013 due to non-recurring capital expenditures. Losses in industrial revenues in the last few years have reduced revenue by about \$2.3 million annually. This year is the last year of a 3 year plan to adjust rates to help offset the projected revenue loss. Remaining fund balances at the end of 2013 are projected to be about \$6.1 million, or about 108 days of operating expenses.

The Solid Waste Fund is balanced on an on-going basis. Fund balances in this fund remain adequate, with an expected \$0.9 million, or 60 days of operating funds, available at the end of FY 2013.

The proposed budget of about \$0.5 million in the General Improvement Fund consists of funding for repairs to the Municipal Building, renovation of the MLK Park building and improvements to Fielder Park. Reserves of about \$55,000 are expected at the end of FY 2013.

The Utility Improvement Fund proposed budget consists of well repairs, line replacements, water tower repair and painting, and system upgrades. Utility Improvement Fund reserves will be about \$1.3 million at the end of FY 2013.

DETAILED INFORMATION:

Additional information on major components of the 2012-2013 proposed budget follows.

Water/Sewer Rate Increase - Revenue losses from local industries have contributed to the need for a rate increase of 4%. This 4% rate increase is expected to generate about \$720,000 annually.

Property Tax Rates – The current property tax rate of \$.32/\$100 valuation will remain unchanged, and is expected to generate about \$6.1 million in revenues for the General Fund and about \$0.8 for the debt service funds.

Street Sales Tax Election - A one-eighth cent sales tax to fund street improvements was renewed by a vote of the citizens of Sherman in November of 2011 and will generate about \$1.0 million annually.

Neighborhood Revitalization – As part of the Comprehensive Master Plan, Fielder Park will be targeted for a neighborhood revitalization pilot project using public and private resources. The City will provide park and street improvements, code enforcement and home repair assistance through the Community Development Block Grant program. The estimated cost to the City is about \$250,000.

Wage Increase – 2.5% Across-the-Board – The proposed budget contains a 2.5% increase in base salaries. The annual cost of this increase for all funds is projected to be about \$525,000.

Staffing – Five new staff positions are included in the budget. A systems coordinator is included to address the increasing technology demands of the City, especially in the public safety area. A parking attendant will help enforce the City's parking ordinance, and a 3-man parks maintenance crew will primarily mow, pick up trash, and respond to special requests as needed. The expected total cost is about \$225,000 annually for the five new positions.

Fleet and Equipment – Major expenditures for this year include 4 police vehicles (\$150,000), a fire truck (\$420,000), 2 residential trash trucks (\$555,000) and various other trucks and equipment totaling about \$2.0 million.

Water Meter Replacement Program – A city-wide, multi-year water meter testing/replacement program will begin in budget year 2013 adding \$340,000 to expenditures in its first year.

SUMMARY SCHEDULES, DETAILED FUND STATEMENTS, AND OTHER INFORMATION

The following pages include a schedule that summarizes the draft 2012-2013 budget, eliminating double counting for internal service funds and inter-fund transfers. Also included are statements of revenues and expenditures/expenses for each fund, and a debt schedule.

Summary of Budgeted Receipts and Expenditures/Expenses
Fiscal Year 2012-2013

	General Fund	Enterprise Funds	Internal Service Funds	Special Revenue Funds	Capital Improvement Funds	Trust Fund	Debt Service Funds	Elim. Interfund Transfers	Totals
Beginning Fund Balance	\$ 6,806,621	\$ 8,164,191	\$ 475,266	\$ 486,166	\$ 5,089,766	\$ 1,177,902	\$ 531,893	\$ 74,118	\$ 22,805,923
Receipts:									
Taxes	22,535,500	-	-	484,000	116,000	-	1,128,000	-	24,263,500
Water Sales	-	11,859,000	-	-	-	-	-	-	11,859,000
Sewer Sales	-	7,019,000	-	-	-	-	-	-	7,019,000
Solid Waste Sales	-	5,361,000	-	-	-	-	-	-	5,361,000
Other Fees for Services	3,699,600	640,000	7,956,324	925,000	-	-	-	(7,155,324)	6,065,600
Interest	70,000	17,400	330	985	27,250	70,000	1,000	-	186,965
Other	329,475	718,425	-	135,270	-	8,000	-	-	1,191,170
Transfers In	3,670,766	123,700	1,720,417	-	200,000	-	115,000	(5,829,883)	-
Total Receipts	30,305,341	25,738,525	9,677,071	1,545,255	343,250	78,000	1,244,000	(12,985,207)	55,946,235
Expenditures/Expenses:									
Personnel	21,144,408	6,134,869	1,088,485	136,941	-	-	-	-	28,504,703
Supplies	1,449,533	1,207,210	1,127,521	549,400	-	-	-	-	4,333,664
Maintenance	1,201,576	1,933,277	775,215	210,230	-	-	-	-	4,120,298
Utilities	1,397,480	2,853,646	87,500	53,900	-	-	-	-	4,392,526
Contract Wages	209,110	66,080	23,500	-	-	-	-	-	298,690
Computer Services	582,540	98,520	10,710	-	-	-	-	(691,770)	-
Debt Service	69,405	4,804,012	220,228	-	-	-	1,350,194	-	6,443,839
Contractual Services	1,633,361	3,145,080	4,841,461	373,860	-	-	-	(3,843,064)	6,150,698
Vehicle Usage	1,271,470	1,347,610	-	1,410	-	-	-	(2,620,490)	-
Capital Expenses	207,876	15,300	1,746,706	24,000	3,452,000	-	-	-	5,445,882
Other	-	443,857	-	273,314	-	-	-	-	717,171
Transfers Out	1,147,868	4,354,315	-	127,700	200,000	-	-	(5,829,883)	-
Total Expenditures/Expense	30,314,627	26,403,776	9,921,326	1,750,755	3,652,000	-	1,350,194	(12,985,207)	60,407,471
Ending Fund Balance	\$ 6,797,335	\$ 7,498,940	\$ 231,011	\$ 280,666	\$ 1,781,016	\$ 1,255,902	\$ 425,699	\$ 74,118	\$ 18,344,687

General Fund
Summary of Revenues & Expenditures (Budget Basis)

	Actual 2010-2011	Adjusted Budget 2011-2012	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ 4,908,275	\$ 6,095,359	\$ 6,095,359	\$ 6,713,420
Revenues				
Property Taxes	6,658,517	6,041,500 ▼	5,994,500	6,094,500
Sales Taxes	11,567,605	11,727,000 ▼	12,413,000	13,350,000
Franchise Taxes	3,396,896	3,195,000	2,937,000	2,982,000
Other Taxes	127,032	127,000	109,000 ▼	109,000
Fines & Forfeitures	1,068,692	1,053,700	1,020,200	1,063,200
Recreation	281,904	275,000	281,800	281,800
Permits & Licenses	222,539	227,500	227,700	234,700
Rentals	147,030	70,650	69,400	69,700
Cemetery Sales and Services	127,505	190,200	173,675	151,200
Sales & Services	499,163	492,340	497,160	499,000
Ambulance Services	1,310,937	1,400,000	1,400,000	1,400,000
Interest	76,167	70,000	66,000	70,000
Grants and Miscellaneous	682,089	193,600	182,712	312,850
Total Revenues	26,166,076	25,063,490	25,372,147	26,617,950
Transfers In	3,138,066	3,206,500	3,207,997	3,670,766
Total Receipts	29,304,142	28,269,990	28,580,144	30,288,716
Total Funds Available	34,212,417	34,365,349	34,675,503	37,002,136
Expenditures				
Personnel	20,654,256	20,214,727	20,162,241	21,144,408
Supplies	1,296,228	1,162,481	1,142,250	1,449,533
Maintenance	844,783	993,289	1,047,584	1,201,576
Utilities	1,364,336	1,327,400	1,358,300	1,397,480
Contract Wages	236,294	202,420	218,676	209,110
Computer Services	574,868	496,790	510,140	582,540
Debt Service	69,262	69,263	69,263	69,405
Contractual and Sundry Services	1,481,487	1,403,779	1,515,241	1,527,741
Vehicle Usage	1,212,035	1,291,020	1,207,652	1,271,470
Equipment and Buildings	268,398	151,068	161,025	207,876
Transfer Out to Debt Service Fund	100,000	75,563	75,563	-
Transfer Out to Fleet Fund	15,111	494,148 ▼	494,148	1,147,868
Total Expenditures	28,117,058	27,881,948	27,962,083	30,209,007
Excess Receipts over Expenditures	1,187,084	388,042	618,061	79,709
Ending Fund Balance	\$ 6,095,359	\$ 6,483,401	\$ 6,713,420	\$ 6,793,129

- - -

Utility Fund
Summary of Revenues & Expenses (Budget Basis)

	Actual 2010-2011	Adjusted Budget 2011-2012	Projected 2011-2012	Proposed 2012-2013
Beginning Reserve	\$ 3,064,222	\$ 5,457,071	\$ 5,457,071	\$ 6,848,028
Revenues				
Water Revenues	12,193,932	11,090,000	11,590,000	11,859,000
Sewer Revenues	7,247,880	6,416,000	7,231,000	7,019,000
Laboratory Charges	112,689	100,000	110,000	110,000
Service & Penalties	498,110	475,000	475,000	475,000
Earned Interest	11,361	10,000	10,000	10,000
Intergovernmental	215,942	453,447	453,447	449,700
Miscellaneous	285,032	224,148	220,861	82,725
Total Revenues	20,564,946	18,768,595	20,090,308	20,005,425
Transfers-in	1,121,500	1,167,500	967,500	123,700
Total Receipts	21,686,446	19,936,095	21,057,808	20,129,125
Total Funds Available	24,750,668	25,393,166	26,514,879	26,977,153
Expenses				
Personnel	4,543,788	4,436,555	4,412,782	4,627,761
Supplies	840,847	1,015,477	819,042	1,100,730
Maintenance & Repair	1,058,606	1,626,127	1,623,727	1,879,657
Utilities	2,771,327	2,778,300	2,589,700	2,835,796
Computer Services	90,522	78,720	80,820	85,670
Debt Service	5,963,122	5,783,068	5,908,289	4,768,807
Contract Wages	41,684	64,000	64,000	64,000
Contractual & Special Services	1,470,429	1,798,602	1,777,799	1,535,521
Vehicle Usage	237,929	229,750	289,987	302,310
Other	248,158	330,107	330,107	443,857
Capital Expenses	422,919	21,500	16,898	15,300
Total Expenses	17,689,331	18,162,206	17,913,151	17,659,409
Transfers Out				
General Fund	1,604,266	1,544,000	1,544,000	3,044,000
Others	-	209,700	209,700	128,795
Total Transfers Out	1,604,266	1,753,700	1,753,700	3,172,795
Total Expenses	19,293,597	19,915,906	19,666,851	20,832,204
Excess Revenues over Expenditures	2,392,849	20,189	1,390,957	(703,079)
Ending Reserve	\$ 5,457,071	\$ 5,477,260	\$ 6,848,028	\$ 6,144,949

Solid Waste Fund
Summary of Revenues & Expenditures (Budget Basis)

	Actual 2010-2011	Adjusted Budget 2011-2012	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ 1,575,873	\$ 1,975,227	\$ 1,975,227	\$ 885,162
Revenues				
Solid Waste Fees	5,484,886	5,586,850	5,361,000	5,361,000
Service Penalties	46,500	62,000	45,000	45,000
Interest	4,639	5,000	7,000	5,000
Miscellaneous	182,470	196,500	186,000	186,000
Total Revenues	<u>5,718,495</u>	<u>5,850,350</u>	<u>5,599,000</u>	<u>5,597,000</u>
Total Funds Available	7,294,368	7,825,577	7,574,227	6,482,162
Expenses				
Personnel	1,510,637	1,458,185	1,422,355	1,507,108
Supplies	56,576	92,216	90,700	106,480
Maintenance & Repair	35,670	51,320	51,300	53,620
Utilities	18,397	21,100	18,800	17,850
Contract Wages	-	2,080	-	2,080
Computer Services	11,315	9,370	9,620	12,850
Solid Waste Debt Service	58,499	58,499	58,499	35,205
Contractual & Sundry Services	1,448,633	1,497,146	1,449,672	1,599,559
Vehicle Usage	890,954	942,209	1,005,552	1,045,300
Capital Expenses	236,121	-	-	-
Transfers Out	1,052,339	2,782,567	2,582,567	1,181,520
Total Expenses	<u>5,319,141</u>	<u>6,914,692</u>	<u>6,689,065</u>	<u>5,561,572</u>
Excess Receipts over Expenditures	<u>399,354</u>	<u>(1,064,342)</u>	<u>(1,090,065)</u>	<u>35,428</u>
Ending Fund Balance	<u><u>\$ 1,975,227</u></u>	<u><u>\$ 910,885</u></u>	<u><u>\$ 885,162</u></u>	<u><u>\$ 920,590</u></u>

General Improvement Fund
Summary of Revenues and Expenditures (Budget Basis)

	Actual 2010-2011	Amended Budget 2011-2012	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ 4,683,932	\$ 1,036,393	\$ 1,036,393	\$ 545,014
Revenues:				
Transfers In	210,439	-	-	200,000
SEDCO	1,430,000	-	-	-
Grant Proceeds	-	166,500	166,500	-
Investment Interest	3,627	3,000	1,200	500
Total Revenues	1,644,066	169,500	167,700	200,500
Total Funds Available	6,327,998	1,205,893	1,204,093	745,514
Expenditures:				
Comprehensive Plan Study	17	-	-	-
Pecan Grove Park - Phase I	2,650	-	-	-
Washington Street West	1,610,488	262,473	185,000	-
Lamberth Rd West	734,897	-	-	-
Pecan Grove Park - Phase II	17,600	-	-	-
Center Street Sports Complex	11,076	-	-	-
Travis Street - Washington to Houston St.	117,461	-	-	-
Drainage Improvement Projects	21,011	125,000	20,000	-
GIS System	54,175	100,000	71,000	50,000
Solid Waste Interior Driveway Rebuild Phase V	-	47,000	47,007	-
OSP Shade Structure Repairs	47,460	-	-	-
Watershed Management	44,770	-	202,000	-
Hwy 74 and 1417 Ramp Reversal-TxDOT	1,430,000	-	-	-
Soil Conservation Emergency Action Plan Study	-	50,000	47,185	-
Hawn Spray Ground Rehab	-	20,000	20,000	-
OSP Quad Backstop Nets	-	45,000	34,300	-
Tennis Court Windscreens	-	-	6,161	-
Street ROW and Oversize Funding	-	50,000	-	-
Travis St ROW - Taylor to Lamberth	-	100,000	-	-
** Pecan Grove	-	-	24,486	-
MLK Park Building Remodel	-	-	1,940	-
Neighborhood Revitalization-Fielder Park	-	-	-	250,000
Municipal Building Repair	-	-	-	190,000
Taylor Street Complex	-	-	-	200,000
Transfer to Debt Service	700,000	-	-	-
Transfer to General Fund	500,000	-	-	-
Total Expenditures	5,291,605	799,473	659,079	690,000
Ending Fund Balance	\$ 1,036,393	\$ 406,420	\$ 545,014	\$ 55,514

Utility Improvement Fund
Summary of Revenues and Expenses (Budget Basis)

	Actual	Amended	Projected	Proposed
	2010-2011	Budget 2010-2012	2010-2012	2012-2013
Beginning Fund Balance	\$ 6,261,569	\$ 5,177,586	\$ 5,177,586	\$ 3,411,680
Revenues				
Interest Income/Other Income	33,034	25,000	36,000	25,000
Total Revenues	33,034	25,000	36,000	25,000
Total Funds Available	6,294,603	5,202,586	5,213,586	3,436,680
Expenses				
Utility Oversizing	-	25,000	-	100,000
Hwy 75 Water/Sewer to Hwy 691	1,576	-	-	-
Pelton Street Water Line Replacement	825	-	-	-
WWTP Digester Rehab	53,148	-	12,207	-
WWTP - Upgrade Mixers, Phase I	10,865	-	3,599	-
WWTP Drain Line	-	75,000	-	-
Gallagher Tower Evaluation	-	50,000	30,000	-
Lift Station	19,353	-	9,750	-
WWTP Peak Flow II	29,000	-	32,600	-
WTP Second Feed	2,250	-	80,000	-
WTP Flocculation Basin	-	-	19,000	-
Hwy 289 Water	-	-	14,750	-
Upgrade Metering and Telemetry for Water System	-	-	-	350,000
Well Repairs and Upgrades	-	-	-	625,000
Gallagher Elevated Tank Painting and Repair	-	-	-	625,000
Infiltration & Inflow Office and Storage Facility	-	-	-	75,000
Woods Street Water Line Replacement	-	-	-	32,000
Lamberth Road Water Line Replacement	-	-	-	31,000
Texoma Parkway Water Replacement-Ph IV	-	-	-	134,000
Transfers Out-Utility Fund	1,000,000	400,000	400,000	-
Transfers Out-General CIP	-	-	-	200,000
Transfers Out-Employee Insurance Fund	-	-	1,200,000	-
	<u>1,117,017</u>	<u>550,000</u>	<u>1,801,906</u>	<u>2,172,000</u>
Ending Fund Balance	\$ 5,177,586	\$ 4,652,586	\$ 3,411,680	\$ 1,264,680

Insurance Fund
Summary of Receipts & Expenditures

	<u>Actual</u> <u>2010-2011</u>	<u>Budget</u> <u>2011-2012</u>	<u>Projected</u> <u>2011-2012</u>	<u>Proposed</u> <u>2012-2013</u>
Beginning Fund Balance	\$ 791,498	\$ 459,143	\$ (26,450)	\$ 52,550
Receipts				
Employer Contributions	3,262,835	3,290,000	3,250,000	3,840,924
Employee Contributions	626,430	612,000	601,000	601,000
Retiree Contributions	179,403	225,000	200,000	200,000
COBRA Contributions	4,342	-	8,000	-
Interest Earned	7,534	3,500	-	-
Transfers In	-	-	1,200,000	-
Total Receipts	<u>4,080,544</u>	<u>4,130,500</u>	<u>5,259,000</u>	<u>4,641,924</u>
Total Funds Available	4,872,042	4,589,643	5,232,550	4,694,474
Expenses				
Health & Dental Claims	4,301,647	3,600,000	4,600,000	4,100,000
Insurance Premiums & Cost	551,978	550,000	510,000	510,000
Life Insurance	44,867	45,000	45,000	45,000
Miscellaneous	-	25,000	25,000	25,000
Total Expenses	<u>4,898,492</u>	<u>4,220,000</u>	<u>5,180,000</u>	<u>4,680,000</u>
Ending Fund Reserve	<u>\$ (26,450)</u>	<u>\$ 369,643</u>	<u>\$ 52,550</u>	<u>\$ 14,474</u>

Public Charities Fund
Summary of Receipts & Expenditures

	<u>Actual</u> <u>2010-2011</u>	<u>Projected</u> <u>2011-2012</u>	<u>Proposed</u> <u>2012-2013</u>
Beginning Fund Balance	\$ 49,277	\$ 66,768	\$ 24,256
Receipts			
Interest	92	120	120
Glennie O. Ham Donations	1,614	50	500
Altrusa (W.A.F.A.)	250	250	250
Library Donations	14,104	-	2,500
Animal Shelter Donations	3,379	1,500	1,500
Fishing Festival	106	110	110
Fire Dept Donations	2,150	500	2,500
Police Dept Donations	-	-	-
Genealogical Donations	79	25	25
Summer Track Program	1,437	1,500	1,500
Parks Concessions Revenue	4,522	5,000	5,000
Parks & Recreation Donations	1,050	2,500	2,500
AmBus Donations	14,125	-	-
Total Receipts	42,908	11,555	16,505
Total Funds Available	92,185	78,323	40,761
Expenditures			
Library Donations	14,278	50	2,500
Glennie O. Ham Center	855	800	500
Altrusa (W.A.F.A.)	233	250	250
Senior Citizen's Dance Club	1,095	120	120
Animal Shelter Donations	-	15,000	15,000
Fire Dept Donations	-	5,000	5,000
Fishing Festival	-	750	750
Police Dept Donations	-	-	-
Genealogical	289	100	300
Remodeling Contingency	-	17,000	7,200
Summer Track Program	1,039	1,500	1,500
Parks Concessions Expense	-	4,000	4,000
Parks & Recreation Donations	-	3,000	3,500
AmBus Expenditures	7,628	6,497	-
Total Expenditures	25,417	54,067	40,620
Ending Fund Balance	\$ 66,768	\$ 24,256	\$ 141

**Land Transaction Fund
Summary of Receipts & Expenditures**

	Actual 2010-2011	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ 67,108	\$ 68,825	\$ 68,945
Receipts			
Land Sales	1,600	-	-
Interest Earned	117	120	120
Total Receipts	1,717	120	120
Total Funds Available	68,825	68,945	69,065
Expenditures			
Miscellaneous	-	-	65,000
Total Expenditures	-	-	65,000
Ending Fund Balance	\$ 68,825	\$ 68,945	\$ 4,065

**Street Revolving Fund
Summary of Receipts & Expenditures**

	Actual 2010-2011	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ 447,677	\$ 448,872	\$ 450,072
Receipts			
Interest Income	<u>1,195</u>	<u>1,200</u>	<u>1,200</u>
Total Receipts	<u>1,195</u>	<u>1,200</u>	<u>1,200</u>
Total Funds Available	448,872	450,072	451,272
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	<u>\$ 448,872</u>	<u>\$ 450,072</u>	<u>\$ 451,272</u>

**TIF #3 Construction Fund
Summary of Receipts & Expenditures**

	Actual 2010-2011	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ -	\$ 676,149	\$ 679,849
Receipts			
Property Tax	58,220	53,500	54,000
Other Income	-	150,000	-
Transfer from Street Sales Tax Fund	619,204	-	-
Interest	148	200	50
Total Receipts	<u>677,572</u>	<u>203,700</u>	<u>54,050</u>
Total Funds Available	677,572	879,849	733,899
Expenditures			
Improvements	1,423	200,000	725,000
Total Expenditures	<u>1,423</u>	<u>200,000</u>	<u>725,000</u>
Ending Fund Balance	<u><u>\$ 676,149</u></u>	<u><u>\$ 679,849</u></u>	<u><u>\$ 8,899</u></u>

**TIF #2 Construction Fund
Summary of Receipts & Expenditures**

	Actual 2010-2011	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ 528,242	\$ 495,258	\$ 3,151
Receipts			
Transfer from TIF Debt Service	10,000	15,330	-
Property Tax	-	61,500	62,000
Transfer from General Fund	-	75,563	-
Interest	816	500	500
Total Receipts	10,816	152,893	62,500
Total Funds Available	539,058	648,151	65,651
Expenditures			
Improvements	43,800	195,000	65,000
Transfer to 2009 CO Debt Service	-	450,000	-
Total Expenditures	43,800	645,000	65,000
Ending Fund Balance	\$ 495,258	\$ 3,151	\$ 651

**Auditorium Debt Service Fund
Summary of Receipts & Expenditures**

	Actual 2010-2011	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ 144,738	\$ 144,467	\$ 144,917
Receipts			
Transfers-in from Hotel/Motel Tax	116,375	115,000	115,000
Interest	329	500	500
Total Receipts	116,704	115,500	115,500
Total Funds Available	261,442	259,967	260,417
Expenditures			
Debt Service	116,375	114,450	117,438
Agent Fees	600	600	600
Total Expenditures	116,975	115,050	118,038
Ending Fund Balance	\$ 144,467	\$ 144,917	\$ 142,379

**TIF #1 Debt Service Fund
Summary of Receipts & Expenditures**

	Actual 2010-2011	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ 170,294	\$ 190,242	\$ 227,447
Receipts			
Property Tax	330,079	350,000	350,000
Interest	516	500	500
Total Receipts	330,595	350,500	350,500
Total Funds Available	500,889	540,742	577,947
Expenditures			
Debt Service	310,447	313,095	318,913
Agent Fees	200	200	300
Total Expenditures	310,647	313,295	319,213
Ending Fund Balance	\$ 190,242	\$ 227,447	\$ 258,734

**2008 CO Debt Service Fund
Summary of Receipts & Expenditures**

	<u>Actual 2010-2011</u>	<u>Projected 2011-2012</u>	<u>Proposed 2012-2013</u>
Beginning Fund Balance	\$ 195,180	\$ 13,863	\$ 8,834
Receipts			
Transfer from General CIP Fund	175,000	-	-
Property Tax Revenues	-	350,000	358,000
Total Receipts	<u>175,000</u>	<u>350,000</u>	<u>358,000</u>
Total Funds Available	370,180	363,863	366,834
Expenditures			
Debt Service	356,317	354,529	357,470
Agent Fees	-	500	500
Total Expenditures	<u>356,317</u>	<u>355,029</u>	<u>357,970</u>
Ending Fund Balance	<u><u>\$ 13,863</u></u>	<u><u>\$ 8,834</u></u>	<u><u>\$ 8,864</u></u>

**2009 CO Debt Service Fund
Summary of Receipts & Expenditures**

	<u>Actual 2010-2011</u>	<u>Projected 2011-2012</u>	<u>Proposed 2012-2013</u>
Beginning Fund Balance	\$ 7,212	\$ 14,770	\$ 149,376
Receipts			
Property Tax Revenues	-	-	175,000
Transfer from TIF#2 Debt Serv		450,000	-
Transfer from General CIP	285,000	-	-
Total Receipts	<u>285,000</u>	<u>450,000</u>	<u>175,000</u>
Total Funds Available	292,212	464,770	324,376
Expenditures			
Debt Service	276,942	314,894	311,560
Agent Fees	500	500	500
Total Expenditures	<u>277,442</u>	<u>315,394</u>	<u>312,060</u>
Ending Fund Balance	<u><u>\$ 14,770</u></u>	<u><u>\$ 149,376</u></u>	<u><u>\$ 12,316</u></u>

**2009A CO Bond Debt Service
Summary of Receipts & Expenditures**

	<u>Actual 2010-2011</u>	<u>Projected 2011-2012</u>	<u>Proposed 2012-2013</u>
Beginning Fund Balance	\$ 12,795	\$ 12,832	\$ 1,319
Receipts			
Property Tax Revenues	-	230,000	245,000
Transfer from General Improvement Fund	240,000	-	-
Total Receipts	<u>240,000</u>	<u>230,000</u>	<u>245,000</u>
Total Funds Available	252,795	242,832	246,319
Expenditures			
Debt Service	239,463	241,013	242,413
Agent Fees	500	500	500
Total Expenditures	<u>239,963</u>	<u>241,513</u>	<u>242,913</u>
Ending Fund Balance	<u><u>\$ 12,832</u></u>	<u><u>\$ 1,319</u></u>	<u><u>\$ 3,406</u></u>

**Police Programs Fund
Summary of Receipts & Expenditures**

	<u>Actual 2010-2011</u>	<u>Projected 2011-2012</u>	<u>Proposed 2012-2013</u>
Beginning Fund Balance	\$ 115,081	\$ 164,769	\$ 112,511
Receipts			
E 9-1-1 Service Fees	256,613	304,000	304,000
Security and Technology Fees	51,202	52,000	52,000
Interest	275	300	300
Grant	-	34,560	86,270
Total Receipts	<u>308,090</u>	<u>390,860</u>	<u>442,570</u>
Total Funds Available	423,171	555,629	555,081
Expenditures			
Personnel	110,566	109,052	110,735
Supplies	8,122	37,470	71,000
Maintenance/Repairs	58,955	112,325	173,430
Contractual Payments	80,759	142,241	145,600
Equipment	-	42,030	
Total Expenditures	<u>258,402</u>	<u>443,118</u>	<u>500,765</u>
Ending Fund Balance	<u><u>\$ 164,769</u></u>	<u><u>\$ 112,511</u></u>	<u><u>\$ 54,316</u></u>

**Parks Pride Fund
Summary of Receipts & Expenditures**

	Actual 2010-2011	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ 22,307	\$ 6,149	\$ 174
Receipts			
PRIDE Donations	10,905	11,000	11,000
Interest Income	61	25	25
Total Receipts	10,966	11,025	11,025
Total Funds Available	33,273	17,174	11,199
Expenditures			
Athletic Assistance Program	-	-	-
Park Improvements	27,124	17,000	11,000
Total Expenditures	27,124	17,000	11,000
Ending Fund Balance	\$ 6,149	\$ 174	\$ 199

**Police Pride Fund
Summary of Receipts & Expenditures**

	Actual 2010-2011	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ 25,312	\$ 26,700	\$ 15,740
Receipts			
PRIDE Donations	10,905	11,000	11,000
Interest Income	64	40	40
Total Receipts	10,969	11,040	11,040
Total Funds Available	36,281	37,740	26,780
Expenditures			
Supplies	3,730	4,000	4,000
Travel/Tuition	3,134	3,000	5,500
Contractual Services	717	2,500	3,800
Canine Replacement Dog	2,000	12,500	13,000
Total Expenditures	9,581	22,000	26,300
Ending Fund Balance	\$ 26,700	\$ 15,740	\$ 480

Donations Fund
Summary of Receipts & Expenditures

	<u>Actual 2010-2011</u>	<u>Projected 2010-2011</u>	<u>Proposed 2012-2013</u>
Beginning Fund Balance	\$ 1,865	\$ 1,153	\$ 173
Receipts			
Donations	1,082	2,000	2,000
Interest Income	<u>3</u>	<u>20</u>	<u>20</u>
Total Receipts	<u>1,085</u>	<u>2,020</u>	<u>2,020</u>
Total Funds Available	2,950	3,173	2,193
Expenditures			
Supplies	<u>1,797</u>	<u>3,000</u>	<u>2,100</u>
Total Expenditures	<u>1,797</u>	<u>3,000</u>	<u>2,100</u>
Ending Fund Balance	<u><u>\$ 1,153</u></u>	<u><u>\$ 173</u></u>	<u><u>\$ 93</u></u>

Hotel/Motel Tax Fund
Summary of Receipts & Expenditures

Beginning October 1, 2011, the Auditorium/Ballroom operations are included in this fund. Actual results have been combined for prior years to improve comparison between years.

	Actual 2010-2011	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ 457,987	\$ 301,594	\$ 221,124
Receipts			
Hotel/Motel Tax 5%	345,417	346,000	346,000
Hotel/Motel Tax 2%	138,167	138,000	138,000
Penalties	15,208	5,000	-
Miscellaneous	30	25	-
Interest	529	300	300
Program/Sponsor Fees	24,950	26,000	30,000
Auditorium/Ballroom Rental	26,614	29,500	35,000
Total Receipts	<u>550,915</u>	<u>544,825</u>	<u>549,300</u>
Total Funds Available	1,008,902	846,419	770,424
Expenditures			
<i>Tourism</i>			
Administration	99,551	93,208	117,184
Programs	272,958	156,100	156,130
Downtown Building Incentive	-	25,000	25,000
Museum Support	82,500	82,500	82,500
Arts Council	35,811	36,000	36,000
<i>Ballroom:</i>			
Personnel	27,503	19,350	19,202
Supplies	523	8,950	12,650
Maintenance	4,737	12,275	15,300
Utilities	27,653	27,700	28,500
Equipment	-	-	11,000
<i>Auditorium:</i>			
Personnel	2,970	6,812	7,004
Maintenance	13,910	19,900	14,000
Utilities	9,417	9,300	9,500
Transfer to General Fund, admin	13,400	13,200	12,700
Transfer to Auditorium Debt Service	116,375	115,000	115,000
Total Expenditures	<u>707,308</u>	<u>625,295</u>	<u>661,670</u>
Excess Receipts over Expenditures	<u>(156,393)</u>	<u>(80,470)</u>	<u>(112,370)</u>
Ending Fund Balance	<u>\$ 301,594</u>	<u>\$ 221,124</u>	<u>\$ 108,754</u>

**Drug Enforcement Fund
Summary of Receipts & Expenditures**

	Actual 2010-2011	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ 19,912	\$ 41,351	\$ 31,601
Receipts			
Police Confiscated Funds	60,428	25,000	25,000
Interest Income	69	100	100
Total Receipts	60,497	25,100	25,100
Total Funds Available	80,409	66,451	56,701
Expenditures			
Supplies	24,066	25,616	25,000
Maintenance and Repair	-	-	2,000
Contractual Services	-	-	-
Travel & Tuition	9,972	9,234	14,400
Equipment	5,020	-	13,000
Total Expenditures	39,058	34,850	54,400
Ending Fund Balance	\$ 41,351	\$ 31,601	\$ 2,301

**Municipal Airport Fund
Summary of Receipts & Expenditures**

	<u>Actual 2010-2011</u>	<u>Projected 2011-2012</u>	<u>Proposed 2012-2013</u>
Beginning Fund Balance	\$ 473,951	\$ 93,777	\$ 104,843
Receipts			
Interest Income	192	200	200
Airport Rentals	49,295	49,000	49,000
Fuel Sales	409,794	455,000	455,000
Total Receipts	<u>459,281</u>	<u>504,200</u>	<u>504,200</u>
Total Funds Available	933,232	597,977	609,043
Expenditures			
Fuel Purchases	387,326	432,000	432,000
Other Supplies	784	3,100	2,650
Maintenance	450	5,000	5,500
Contractual Services	36,578	37,054	37,060
Utilities	14,001	14,700	15,900
Vehicle Usage	316	1,280	1,410
Transfer Out to General Fund	400,000	-	-
Total Expenditures	<u>839,455</u>	<u>493,134</u>	<u>494,520</u>
Ending Fund Balance	<u><u>\$ 93,777</u></u>	<u><u>\$ 104,843</u></u>	<u><u>\$ 114,523</u></u>

Computer Service Fund
Summary of Receipts & Expenditures

	Actual 2010-2011	Projected 2011-2012	Proposed 2012-2013
Beginning Fund Balance	\$ 119,124	\$ 106,610	\$ 107,949
Revenues			
Computer Usage:			
General Fund	574,812	510,140	582,540
Tourism	2,263	1,920	2,140
Equipment Services Fund	15,841	11,550	10,710
Utility Fund	90,522	80,820	85,670
Solid Waste Fund	11,315	9,620	12,850
Interest Earned	77	30	30
Miscellaneous Revenue	690	1,309	-
Total Revenues	695,520	615,389	693,940
Total Funds Available	814,644	721,999	801,889
Expenses			
Personnel	281,049	287,740	362,955
Supplies	33,236	13,600	52,490
Maintenance & Repairs	176,506	187,000	190,458
Utilities	43,145	44,300	52,200
Contract Wages	27,800	18,000	23,500
Debt Service	95,231	47,616	-
Contractual Services & Other	10,544	9,100	12,640
Equipment, Capital Outlay	40,523	6,694	-
Total Expenses	708,034	614,050	694,243
Ending Fund Balance	\$ 106,610	\$ 107,949	\$ 107,646

Equipment Service Fund
Summary of Receipts & Expenditures

	<u>Actual 2010-2011</u>	<u>Projected 2011-2012</u>	<u>Proposed 2012-2013</u>
Beginning Fund Balance	\$ 100,032	\$ 92,281	\$ 93,403
Revenues			
Equipment Service Revenue:			
General Fund	1,185,115	1,207,652	1,271,470
Airport Fund	316	1,280	1,410
Utility Fund	237,929	289,987	302,310
Solid Waste Fund	890,954	1,005,642	1,045,300
Miscellaneous Revenue	-	-	-
Total Revenues	<u>2,314,314</u>	<u>2,504,561</u>	<u>2,620,490</u>
Total Funds Available	2,414,346	2,596,842	2,713,893
Expenses			
Personnel	738,221	631,619	725,530
Supplies	912,119	1,126,826	1,075,031
Maintenance & Repair	506,104	563,399	584,757
Utilities	27,210	25,900	35,300
Contract Wages	5,262	-	-
Computer Services	15,841	11,550	10,710
Contractual Services	117,308	144,145	148,821
Equipment	-	-	38,517
Total Expenses	<u>2,322,065</u>	<u>2,503,439</u>	<u>2,618,666</u>
Ending Fund Balance	<u><u>\$ 92,281</u></u>	<u><u>\$ 93,403</u></u>	<u><u>\$ 95,227</u></u>

**Fleet Replacement Fund
Summary of Receipts & Expenditures**

	<u>Actual 2010-2011</u>	<u>Projected 2011-2012</u>	<u>Proposed 2012-2013</u>
Beginning Fund Balance	\$ 338,762	\$ 185,029	\$ 221,364
Revenues			
Transfers-In for Debt Serv	15,111	220,228	220,228
Transfers-In for Fund Balance	200,000	140,000	-
Transfer In for Equip Purchase	-	709,387	1,500,189
Grant Proceeds	14,000	32,648	-
Interest	<u>2,961</u>	<u>300</u>	<u>300</u>
Total Revenues	<u>232,072</u>	<u>1,102,563</u>	<u>1,720,717</u>
Total Funds Available	570,834	1,287,592	1,942,081
Expenses			
Debt Service	220,228	220,228	220,228
Major Repair	139,667	140,000	-
Equipment-General Fund	25,910	295,000	927,640
Equipment-Utility Fund	-	189,000	128,795
Equipment-Solid Waste Fund	-	222,000	651,754
Total Expenses	<u>385,805</u>	<u>1,066,228</u>	<u>1,928,417</u>
Ending Fund Balance	<u><u>\$ 185,029</u></u>	<u><u>\$ 221,364</u></u>	<u><u>\$ 13,664</u></u>

Water Customer Deposits

Summary of Receipts and Expenses

	Actual 2010-2011	Projected 2010-2011	Proposed 2012-2013
Beginning Fund Balance	\$ 236,125	237,123	238,323
Receipts			
Interest Income	<u>998</u>	<u>1,200</u>	<u>1,200</u>
Total Funds Available	237,123	238,323	239,523
Expenses			
Miscellaneous	<u>-</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	<u>\$ 237,123</u>	<u>\$ 238,323</u>	<u>\$ 239,523</u>

**Water & Sewer Pro Rata Fund
Summary of Receipts and Expenses**

	Actual 2009-2010	Projected 2010-2011	Proposed 2012-2013
Beginning Fund Balance	\$ 185,077	\$ 190,976	\$ 198,276
Receipts			
Interest Income	301	300	1,200
Pro Rata Fees	5,598	7,000	10,000
Total Receipts	5,899	7,300	11,200
Total Funds Available	190,976	198,276	209,476
Expenses			
Miscellaneous	-	-	10,000
Ending Fund Balance	\$ 190,976	\$ 198,276	\$ 199,476

TRANSFERS SCHEDULE

FUND DETAILS

100 From fund 700 5% franchise, admin cost
 From fund 790, dept 243, 244, 245
 From fund 460, admin cost
 To fund 660 for debt service
 To fund 660 for equipment purchases

222 From fund 770

310 From fund 460

460 To fund 310
 To fund 100

480 To fund 100

660 From fund 100
 From fund 700
 From fund 790, equipment purchase

700 To fund 100 5% franchise, admin cost
 From fund 790, admin cost
 To fund 660 for equipment purchase
 To fund 100, excess

770 To fun 222 for General CIP

790 To fund 100 8% franchise, admin cost RSW
 790 To fund 700 admin cost RSW
 790 To fund 100 8% franchise, admin cost CSW
 790 To fund 700 admin cost CSW
 790 To fund 100 8% franchise, admin cost Recycl
 790 To fund 700 admin cost Recycle
 790 To fund 660, equipment purchase

TOTALS

BUDGETED FY12/13

<i>Expense</i> TRANSFER FROM <u>Debit</u>	<i>Revenue</i> TRANSFER TO <u>Credit</u>
	\$ 3,044,000.00
	\$ 614,066.00
	\$ 12,700.00
\$ 220,228.00	
\$ 927,640.00	
	\$ 200,000.00
	\$ 115,000.00
\$ 115,000.00	
\$ 12,700.00	
	\$ 1,147,868.00
	\$ 128,795.00
	\$ 443,754.00
\$ 3,044,000.00	
	\$ 123,700.00
\$ 128,795.00	
\$ 200,000.00	
\$ 229,378.00	
\$ 46,200.00	
\$ 330,362.00	
\$ 66,600.00	
\$ 54,326.00	
\$ 10,900.00	
\$ 443,754.00	
\$ 5,829,883.00	\$ 5,829,883.00

City of Sherman, Texas

Bonded Debt as of 7/15/12

Fiscal Yr	(1)				(2)			
	\$2,840,000 Combination Tax & Tax Increment Revenue 2004 Series TIF Zone#1, Certificates of Obligation				\$1,605,000 General Obligation Refunding, Series 2006			
	Coupon	Principal	Interest	TOTAL	Coupon	Principal	Interest	TOTAL
2013	4.44%	150,000.00	92,574.00	242,574.00	3.50%	60,000.00	57,437.50	117,437.50
2014	4.44%	155,000.00	85,914.00	240,914.00	3.50%	55,000.00	55,425.00	110,425.00
2015	4.44%	160,000.00	79,032.00	239,032.00	3.75%	60,000.00	53,337.50	113,337.50
2016	4.44%	170,000.00	71,928.00	241,928.00	3.75%	60,000.00	51,087.50	111,087.50
2017	4.44%	180,000.00	64,380.00	244,380.00	3.75%	65,000.00	48,743.75	113,743.75
2018	4.44%	185,000.00	56,388.00	241,388.00	3.75%	70,000.00	46,212.50	116,212.50
2019	4.44%	195,000.00	48,174.00	243,174.00	4.00%	70,000.00	43,500.00	113,500.00
2020	4.44%	205,000.00	39,516.00	244,516.00	4.00%	75,000.00	40,600.00	115,600.00
2021	4.44%	215,000.00	30,414.00	245,414.00	4.00%	80,000.00	37,500.00	117,500.00
2022	4.44%	230,000.00	20,868.00	250,868.00	4.00%	80,000.00	34,300.00	114,300.00
2023	4.44%	240,000.00	10,656.00	250,656.00	4.00%	85,000.00	31,000.00	116,000.00
2024		-	-	-	4.00%	85,000.00	27,600.00	112,600.00
2025		-	-	-	4.25%	85,000.00	24,093.75	109,093.75
2026		-	-	-	4.25%	95,000.00	20,268.75	115,268.75
2027		-	-	-	4.25%	100,000.00	16,125.00	116,125.00
2028		-	-	-	4.375%	100,000.00	11,812.50	111,812.50
2029		-	-	-	4.375%	105,000.00	7,328.13	112,328.13
2030		-	-	-	4.375%	115,000.00	2,515.63	117,515.63
		2,085,000.00	599,844.00	2,684,844.00		1,445,000.00	608,887.51	2,053,887.51

(1) These bonds were issued in 2004 to provide funding for infrastructure development for Sherman Town Center. Debt service is financed through tax increment property tax revenues.

(2) These bonds were issued in 2006 to partially refund the 2000 Series Auditorium/Ballroom restoration bonds.

City of Sherman, Texas

Bonded Debt as of 7/15/12

Fiscal Yr	(3)				(4)			
	\$5,000,000 2008 Series Revenue Certificates of Obligation				\$4,100,000 Capital Improvement Fund Projects 2009 Series Revenue Certificates of Obligation			
	Coupon	Principal	Interest	TOTAL	Coupon	Principal	Interest	TOTAL
2013	3.62%	200,000.00	157,470.00	357,470.00	3.98%	168,333.00	143,227.00	311,560.00
2014	3.62%	210,000.00	150,049.00	360,049.00	3.98%	173,333.00	138,177.00	311,510.00
2015	3.62%	215,000.00	142,356.50	357,356.50	3.98%	178,333.00	132,977.00	311,310.00
2016	3.62%	225,000.00	134,392.50	359,392.50	3.98%	180,000.00	127,627.00	307,627.00
2017	3.62%	235,000.00	126,066.50	361,066.50	3.98%	185,000.00	121,327.00	306,327.00
2018	3.62%	245,000.00	117,378.50	362,378.50	3.98%	191,667.00	114,852.00	306,519.00
2019	3.62%	255,000.00	108,328.50	363,328.50	3.98%	196,667.00	107,665.00	304,332.00
2020	3.62%	265,000.00	98,916.50	363,916.50	3.98%	208,333.00	99,799.00	308,132.00
2021	3.62%	280,000.00	89,052.00	369,052.00	3.98%	213,333.00	91,465.00	304,798.00
2022	3.62%	290,000.00	78,735.00	368,735.00	3.98%	225,000.00	82,932.00	307,932.00
2023	3.62%	305,000.00	67,965.50	372,965.50	3.98%	231,667.00	73,932.00	305,599.00
2024	3.62%	315,000.00	56,743.50	371,743.50	3.98%	241,667.00	64,665.00	306,332.00
2025	3.62%	330,000.00	45,069.00	375,069.00	3.98%	253,333.00	54,696.00	308,029.00
2026	3.62%	345,000.00	32,851.50	377,851.50	3.98%	265,000.00	44,246.00	309,246.00
2027	3.62%	360,000.00	20,091.00	380,091.00	3.98%	240,000.00	32,851.00	272,851.00
2028	3.62%	375,000.00	13,575.00	388,575.00	3.98%	250,000.00	22,531.00	272,531.00
2029		-	-	-	3.98%	265,000.00	11,594.00	276,594.00
2030		-	-	-		-	-	-
		4,450,000.00	1,439,040.50	5,889,040.50		3,666,666.00	1,464,563.00	5,131,229.00

(3) These bonds were issued in 2008 to provide funding for park and street development and improvements.

(4) These bonds were issued in the spring of 2009 to provide funding for park and street development and improvements

City of Sherman, Texas

Bonded Debt as of 7/15/12

Fiscal Yr	(5) \$900,000 TIF #1 2009 Series Revenue Certificates of Obligation				(6) \$3,500,000 Capital Improvement Fund Projects 2009A Series Revenue Certificates of Obligation				TOTALS		
	Coupon	Principal	Interest	TOTAL	Coupon	Principal	Interest	TOTAL	Principal	Interest	TOTAL
2013	3.00%	46,666.67	29,672.49	76,339.16	3.00%	125,000.00	117,412.50	242,412.50	749,999.67	597,793.49	1,347,793.16
2014	3.00%	46,666.67	28,272.49	74,939.16	3.00%	130,000.00	113,662.50	243,662.50	769,999.67	571,499.99	1,341,499.66
2015	3.00%	46,666.67	26,872.49	73,539.16	3.00%	135,000.00	109,762.50	244,762.50	794,999.67	544,337.99	1,339,337.66
2016	3.50%	50,000.00	25,472.49	75,472.49	3.00%	145,000.00	105,712.50	250,712.50	830,000.00	516,219.99	1,346,219.99
2017	3.50%	50,000.00	23,722.49	73,722.49	3.25%	150,000.00	101,362.50	251,362.50	865,000.00	485,602.24	1,350,602.24
2018	3.75%	53,333.33	21,972.49	75,305.83	3.50%	155,000.00	96,487.50	251,487.50	900,000.33	453,290.99	1,353,291.33
2019	4.00%	53,333.33	19,972.49	73,305.83	3.50%	165,000.00	91,062.50	256,062.50	935,000.33	418,702.49	1,353,702.83
2020	4.00%	56,666.67	17,839.16	74,505.83	3.50%	170,000.00	85,287.50	255,287.50	979,999.67	381,958.16	1,361,957.83
2021	4.00%	56,666.67	15,572.49	72,239.16	3.75%	180,000.00	79,337.50	259,337.50	1,024,999.67	343,340.99	1,368,340.66
2022	4.00%	60,000.00	13,305.83	73,305.83	3.75%	190,000.00	72,587.50	262,587.50	1,075,000.00	302,728.33	1,377,728.33
2023	4.00%	63,333.33	10,905.83	74,239.16	4.00%	200,000.00	65,462.50	265,462.50	1,125,000.33	259,921.83	1,384,922.16
2024	4.13%	63,333.33	8,372.49	71,705.83	4.00%	210,000.00	57,462.50	267,462.50	915,000.33	214,843.49	1,129,843.83
2025	4.13%	66,666.67	5,760.00	72,426.67	4.00%	215,000.00	49,062.50	264,062.50	949,999.67	178,681.25	1,128,680.92
2026	4.30%	70,000.00	3,010.00	73,010.00	4.00%	230,000.00	40,462.50	270,462.50	1,005,000.00	140,838.75	1,145,838.75
2027	-	-	-	-	4.125%	240,000.00	31,262.50	271,262.50	940,000.00	100,329.50	1,040,329.50
2028	-	-	-	-	4.125%	250,000.00	21,362.50	271,362.50	975,000.00	69,281.00	1,044,281.00
2029	-	-	-	-	4.25%	260,000.00	11,050.00	271,050.00	630,000.00	29,972.13	659,972.13
2030	-	-	-	-	-	-	-	-	115,000.00	2,515.63	117,515.63
		783,333.34	250,723.25	1,034,056.59		3,150,000.00	1,248,800.00	4,398,800.00	15,579,999.34	5,611,858.26	21,191,857.60

(5) These bonds were issued in 2009 to fund infrastructure in the Town Center TIF Zone.

(6) These bonds were issued in the fall of 2009 to provide funding for park and street development and improvements.

City of Sherman

Property Tax Historical Summary

Fiscal Year	Estimated Taxable Value (in 000)	Tax Levy (in 000)	Total Collections (in 000)	Property Tax Rate (per \$100)
2003	\$ 1,474,063	\$ 5,896	\$ 5,846	\$ 0.40
2004	\$ 1,514,256	\$ 6,057	\$ 5,921	\$ 0.40
2005	\$ 1,557,228	\$ 6,229	\$ 6,258	\$ 0.40
2006	\$ 1,767,235	\$ 7,069	\$ 6,802	\$ 0.40
2007	\$ 1,894,959	\$ 7,580	\$ 7,283	\$ 0.40
2008	\$ 1,994,144	\$ 7,921	\$ 7,491	\$ 0.40
2009	\$ 2,070,926	\$ 6,627	\$ 6,478	\$ 0.32
2010	\$ 2,226,215	\$ 7,124	\$ 7,020	\$ 0.32
2011	\$ 2,213,943	\$ 7,085	\$ 6,923	\$ 0.32
2012 (est)	\$ 2,200,000	\$ 7,040	\$ 6,858	\$ 0.32



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5751

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 6th day of November, 2012, for the Purpose of Electing a Mayor and Two (2) At-Large City Council Members 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

Issue

To call a Regular Municipal Election for November 6, 2012, to elect a Mayor and two (2) At-Large City Council Members

Background

In compliance with the City of Sherman Charter and the election laws for the State of Texas, the City must, by ordinance, call a Regular Municipal Election for the first Tuesday after the first Monday in November.

Origination

The ordinance originated with the City Clerk's Office.

Financial Consideration

The City's total cost for the 2011 Election was \$9,077.11 and included advertising for the Election. The 2011 Election costs also included reauthorization of the Sales Tax for Street Maintenance.

Staff Recommendation

It is recommended that the City Council approve the ordinance calling the Regular Municipal Election for Tuesday, November 6, 2012.

Alternatives

There is no viable alternative.

Attachments

Ordinance No. 5751

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

ORDINANCE NO. 5751

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 6th DAY OF NOVEMBER, 2012, 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; 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, in compliance with the Charter of the City of Sherman, Texas, and in accordance with the laws and the Constitution of the State of Texas, an election may be and the same is hereby called and ordered for the first Tuesday after the first Monday in November, 2012, the same being the 6th day of said month, at which election all qualified voters may vote for the purpose of electing a Mayor and two (2) At-Large City Council Members for full terms, as defined in the Charter of the City of Sherman, Texas.

SECTION 2. That said election shall be held jointly with Grayson County, Texas in accordance with the Joint Election Agreement executed pursuant to the authority of Resolution No. 5683, passed and approved on the 6th day of August, 2012.

SECTION 3. That the County Clerk shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same "*Official Ballot*", on which ballot shall be printed the names of the candidates and the positions of Mayor and At-Large Council Members. The designation of each position on the official ballot shall be Mayor; Council Member At-Large, Place 1; and Council Member At-Large, Place 2, respectively.

SECTION 4. That no person's name shall be placed upon the official ballot as a candidate for the position of Mayor or Council Member unless such person has filed his/her sworn application, as provided by the laws of the State, with the City Clerk at least seventy-eight (78) days prior to the election date, and it must also appear on the face of said application the position the candidate is seeking.

SECTION 5. That it shall further appear to the said City Clerk, before said candidate's name is entered on said ballot, that he/she has filed an affidavit of loyalty with the City Clerk as required by the Election Code of the State of Texas.

SECTION 6. That, in the event there are two or more candidates for the same position, the position of such candidates' names on the ballot shall be determined by lot conducted by the City Clerk in the presence of each candidate or candidate's designated representative.

SECTION 7. That any Council Member candidate receiving the greatest number of the qualified votes cast for the position for which he/she is a candidate shall be elected to such position. That any candidate for Mayor receiving a majority of the qualified votes shall be elected to such position. In the event no candidate receives a majority vote for Mayor or a tie vote occurs, the City Council of said City, immediately after canvass, shall issue a call for Special Election, as required by law, to be held not less than twenty (20) nor more than forty-five (45) days after the results of the Regular Election shall have been declared, at which election the candidates receiving a tie vote for any such position or positions in the regular election shall again be voted. If needed, a run-off election will be held in accordance with State law.

SECTION 8. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast for each candidate for each position of Mayor and At-Large Council Member, respectively.

SECTION 9. That notice of said election shall be given by the Mayor of the City of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing this ordinance at least one time not more than thirty (30) days nor less than ten (10) days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 10. That the polling places for this election shall be as follows:

<u>PRECINCT NO.</u>	<u>LOCATION</u>	<u>JUDGES</u>
101	East Sherman Baptist Church 910 E. King Sherman, Texas	TBD Presiding Judge
		TBD Alternate Judge
102	United Way of Grayson County 713 E. Brockett Sherman, Texas	TBD Presiding Judge
		TBD Alternate Judge

103	Victory Baptist Church 2949 E. Lamar Sherman, Texas	TBD Presiding Judge TBD Alternate Judge
104	Luella First Baptist Church 3162 Hwy 11 Sherman, Texas	TBD Presiding Judge TBD Alternate Judge
106	Howe Community Center 700 W. Hanning Howe, Texas	TBD Presiding Judge TBD Alternate Judge
108	Dorchester Baptist Church 11831 FM 902 Dorchester, Texas	TBD Presiding Judge TBD Alternate Judge
301	Texoma Council of Governments 1117 Gallagher Dr. Sherman, Texas	TBD Presiding Judge TBD Alternate Judge
302	First United Methodist Church 401 N. Elm Sherman, Texas	TBD Presiding Judge TBD Alternate Judge
303	Friendship Methodist Church 293 N. Friendship Rd. Sherman, Texas	TBD Presiding Judge TBD Alternate Judge
304	West Sherman Baptist Church 1830 W. Washington Sherman, Texas	TBD Presiding Judge TBD Alternate Judge

305	Sadler Community Building 105 N. Main Sadler, Texas	TBD Presiding Judge
		TBD Alternate Judge
405	Salvation Army Building 5700 Texoma Parkway Sherman, Texas	TBD Presiding Judge
		TBD Alternate Judge
408	Grayson College 6101 Grayson Dr. Denison, Texas	TBD Presiding Judge
		TBD Alternate Judge
409	North Park Baptist Church 2605 Rex Cruse Sherman, Texas	TBD Presiding Judge
		TBD Alternate Judge

SECTION 11. That Direct Recording Electronic Equipment shall be used for voting at the foregoing election precincts.

SECTION 12. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote at the Grayson County Courthouse, Commissioner's Courtroom, 100 W. Houston, Sherman, Texas; at the Grayson County Sub-Courthouse, 101 W. Woodward, Denison, Texas; at Whitesboro City Hall, 111 W. Main, Whitesboro, Texas; at Grayson College – Van Alstyne Campus, 1455 W. Van Alstyne Parkway, Van Alstyne, Texas; and at the Pottsboro School Administration Building, 105 Cardinal Lane, Pottsboro, Texas; from October 22 through November 2, 2012, at times to be determined by the Grayson County Commissioners.

SECTION 13. That the Presiding Judge for Early Voting shall be Wilma Blackshear Bush, the Alternate Judge shall be Deana Patterson, and additional Voting Clerks shall be as appointed.

SECTION 14. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, consisting of Presiding Judge Wilma Blackshear Bush and additional Clerks.

SECTION 15. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code, for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. The judge who

delivers the election returns may be paid an amount not to exceed \$25.00 for that service. No judge may be paid for more than one hour of work before the polls open.

SECTION 16. That Wilma Blackshear Bush, County Clerk, is hereby appointed Counting Station Presiding Manager.

SECTION 17. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, at the Called Council Meeting of November 14, 2012.

SECTION 18. 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 as required by law.

INTRODUCED on this the _____ day of _____, 2012.

ADOPTED on this the _____ day of _____, 2012.

EFFECTIVE DATE on this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. B.3

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 5751

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5751

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 6th day of November, 2012, for the Purpose of Electing a Mayor and Two (2) At-Large City Council Members 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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. B.4

CONSENT AGENDA

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

C.2 * RESOLUTION NO. 5684

Authorizing Execution of an Interlocal Cooperation Contract between the City of Sherman and the North Central Texas Trauma Regional Advisory Council (NCTTRAC) for Participation in a Mass Fatality Trailer Project

C.3 * RESOLUTION NO. 5685

Authorizing Execution of a Mutual Aid Agreement with the Town of Calera, Oklahoma

C.4 * RESOLUTION NO. 5686

Approving the Greater Texoma Utility Authority's Intention to Contract with W. Brown Enterprises, Inc. for the Surface Water Distribution Pipeline East, Schedule A

C.5 * RESOLUTION NO. 5687

Approving the Greater Texoma Utility Authority's Intention to Contract with Vessels Construction for the Surface Water Distribution Pipeline East, Schedule B

C.6 * RESOLUTION NO. 5688

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Wastewater Treatment Plant Headworks East Bar Screen Replacement Improvements Project

C.7 * RESOLUTION NO. 5689

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Wastewater Treatment UV Equipment Replacement Improvements Project

D.3 * OTHER BUSINESS

Approve Quarterly Investment Reports for Period Ending June 30, 2012

D.4 * OTHER BUSINESS

Consider Calling a Special Meeting of the City Council for Tuesday, September 4, 2012, due to Conflict with a Federal Holiday

D.6 * *OTHER BUSINESS*

Final Plat Approval of the TED Holdings Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 2.26 acres in the James Achison Survey, Abstract No. 21; TED Holdings, Deborah Estes, President, Owner; Sartin & Associates, Inc., Surveyors (1162 Plainview Road)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. C.1

RESOLUTION NO. 5683

**Authorizing Execution of a Joint Election Agreement with Grayson County, Texas,
to Hold a Joint Election on November 6, 2012**

Issue

To approve an agreement for a Joint Election between the City of Sherman and Grayson County on November 6, 2012

Background

The City's Regular Municipal Election is held on the first Tuesday after the first Monday in November of each year. The City's Elections are held in conjunction with the Grayson County Election, which will allow for one ballot and make voting easier for the citizens. It also reduces the cost of holding the Election for the City.

Origination

City Council

Financial Consideration

The City's total cost for the election is expected to be about \$10,000.00, based on the cost of the most recent elections. Funds are available in the budget for this.

Staff Recommendation

It is recommended that the City Council approve the Joint Election Agreement.

Alternatives

The alternative is for each entity to conduct its own Elections.

Attachments

Resolution No. 5683

Joint Election Agreement with Grayson County

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

RESOLUTION NO. 5683

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 6, 2012; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Grayson County, Texas, to hold a joint election on November 6, 2012, in accordance with the terms and provisions of the agreement attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

JOINT ELECTION AGREEMENT

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

PARTIES

THIS AGREEMENT is entered into by and between the **CITY OF SHERMAN** (CITY) and **GRAYSON COUNTY** (COUNTY) under the authority of Section 271 of the Texas Election Code.

PURPOSE

CITY and COUNTY hereby contract and agree to hold a joint election on the 6th day of November, 2012, and thereby reduce their costs, expenses and manpower requirements.

DESIGNATION OF POLLING PLACES

CITY and COUNTY shall designate, secure, and share common polling places. Precincts that will include the City of Sherman Election are 101, 102, 103, 104, 106, 108, 301, 302, 303, 304, 305, 405, 408 and 409.

COMMON BALLOT

CITY and COUNTY shall share a common ballot, wherever possible.

CITY shall provide ballot language and ballot order to COUNTY in English and Spanish on or before August 23, 2012. CITY will proof all ballot language before ballots are printed.

SUPPLIES AND EQUIPMENT

For the performance of duties and services and the providing of equipment and supplies the City shall pay the County for the actual expenses incurred which are directly attributable to the City's Election, in accordance with Section 31.100, Texas Election Code, including without limitation, the costs and expenses of election supplies, newspaper notice publication, use of voting machines and equipment, wages and salaries of the central counting station personnel, programming the ballot, ballot printing costs, logic and accuracy testing, and voting machines and equipment transportation.

City's total cost shall not exceed one-fourth (1/4) of County's cost for each of the fourteen (14) City precincts.

For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the City shall pay the County a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.

JOINT ELECTION CLERKS

The City Clerk and Grayson County Clerk shall serve as Joint Election Clerks for the election. Each will be custodian of records for their particular entity. Forms and records for the election will be combined wherever possible and stored jointly. In instances where common ballots are used, the County Clerk will serve as custodian for those common ballots and common records.

PAYMENT OF ELECTION JUDGES, CLERKS AND WORKERS

COUNTY will be responsible for appointing all election judges, clerks, and workers necessary for this joint election. COUNTY shall be responsible for and shall pay for all such costs and expenses of the election judges, clerks, and workers for the joint election. CITY will pay for one extra clerk at each polling location. The cost will be ten dollars per hour for clerks.

LEGAL NOTICES

COUNTY shall publish all legal notices required by law for the joint election. If the CITY chooses to publish additional notices they will do so at their own expense.

EARLY VOTING

Early Voting shall be held during the period of October 22, 2012, through November 2, 2012.

The COUNTY'S Regular Early Voting Clerk is hereby appointed and shall serve as the Joint Early Voting Clerk. The Joint Early Voting Clerk shall conduct and supervise the Early Voting procedures of those individuals making an Early Vote by personal appearance.

The Joint Early Voting Clerk will process all requests for applications for mail ballots. The Joint Early Voting Clerk shall (1) mail an application for such ballot; (2) verify qualifications to vote as stated on the application; (3) mail a ballot to the applicant; (4) receive the mailed-in ballot; (5) verify the information appearing on the outside of the Early Voting mail ballot envelope; and (6) process the ballot as required by law.

CANVASSING THE RETURNS

CITY and COUNTY shall be responsible for canvassing their own returns at their own expense.

U. S. JUSTICE DEPARTMENT PRECLEARANCE

It shall be the responsibility of COUNTY to obtain the preclearance from the U.S. Justice Department for this joint election. The CITY may submit their own preclearance at their own expense.

BINDING AUTHORITY

By their signatures below, the individuals represent that they have express authority to enter into this agreement.

EFFECTIVE DATE

This agreement shall become effective upon its signing and approval of the respective City Council and County Commissioners.

LAST SIGNED this the _____ day of _____, 2012.

CITY OF SHERMAN, TEXAS

GRAYSON COUNTY, TEXAS

BY: _____
BILL MAGERS
MAYOR

BY: _____
DRUE BYNUM
COUNTY JUDGE

ATTEST:

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

BY: _____
WILMA BLACKSHEAR-BUSH
COUNTY CLERK

APPROVED:

APPROVED:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY
CITY OF SHERMAN, TEXAS

BY: _____
VAN PRICE
ASST. DISTRICT ATTORNEY
GRAYSON COUNTY, TEXAS



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5684**

Authorizing Execution of an Interlocal Cooperation Contract between the City of Sherman and the North Central Texas Trauma Regional Advisory Council (NCTTRAC) for Participation in a Mass Fatality Trailer Project

Issue

Consider the approval of an Interlocal Cooperation Contract with the North Central Texas Trauma Regional Advisory Council (NCTTRAC) for a Mass Fatality Trailer Project

Background

In cooperation with the Office on Emergency Management, the Texas Department of State Health Services (DSHS) desired to create capability for mass causality incidents, rapid hospital evacuation, and on-site medical rehabilitation for responders. To accomplish this goal, DSHS created a network of regionally based teams including Ambulance Strike Teams, Mobile Medical Units, Ambulance Buses (AmBus), and Mass Fatality Trailers. The Mass Fatality Trailer is a regional resource, deployed in response to hurricanes, wildfires, and local or regional incidents. It is designed to carry and transport up to twenty victims.

Origination

Sherman Fire Department and the NCTTRAC

Financial Consideration

The City of Sherman would own the trailer and be responsible for permitting, licensing, maintenance, and operation of the vehicle. If deployed on a State Mission, all personnel costs are reimbursed.

Staff Recommendation

The staff recommends approval of this Interlocal Cooperation Contract.

Attachments

Resolution No. 5684

Interlocal Cooperation Contract between the City of Sherman and the NCTTRAC

Photographs of Mass Fatality Trailer

Prepared by:
J. J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5684

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION CONTRACT BETWEEN THE CITY OF SHERMAN AND THE NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL (NCTTRAC) FOR PARTICIPATION IN A MASS FATALITY TRAILER 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 Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Cooperation Contract with the North Central Texas Trauma Regional Advisory Council (NCTTRAC) for participation in a Mass Fatality Trailer Project, being a trailer and equipment valued at a total of Fifty Thousand Dollars and No Cents (\$50,000.00), in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

**INTERLOCAL COOPERATION CONTRACT
MASS FATALITY TRAILER PROJECT**

The State of Texas

County of Tarrant

THIS INTERLOCAL COOPERATION CONTRACT ("CONTRACT"), also known as the MASS FATALITY TRAILER PROJECT, is made and entered into this 6 day of August 2012 pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code ("ACT"), and is by and between the North Central Texas Trauma Regional Advisory Council ("NCTTRAC"), a Texas non-profit corporation and the City of Sherman, Texas ("Receiving Agency"), a home rule municipal corporation, (hereinafter collectively the "Parties") and shall be considered effective the 6 day of, 2012 ("Effective Date").

Accordingly, the Parties agree as follows:

I. LEGAL AUTHORITY

The Parties represent and warrant that:

1. NCTTRAC is a non-profit corporation created under Texas Administrative Code Title 25, Part 1, Chapter 157 and is organized to provide one or more governmental functions and services.
2. The Receiving Agency is eligible to contract with NCTTRAC under the ACT because it is one of the following: a local government, as defined in the ACT (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities), a state agency (an agency of the State of Texas as defined in §771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services.
3. The Receiving Agency and NCTTRAC possess adequate legal authority to enter into this CONTRACT.
4. The Receiving Agency in paying for the performance of governmental functions pursuant to the CONTRACT shall make payments only from current revenues legally available to such party.
5. The governing bodies of each entity believe that this CONTRACT is beneficial to the public and that each party has the legal authority to provide the governmental function which is the subject of this CONTRACT.

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Receiving Agency and the NCTTRAC agree to provide services as set forth in the attached Schedule A – *Mass Fatality Trailer Project* and Exhibit B – *Affidavit of Insurance or Other Means of Replacement* which schedules are incorporated herein for all purposes.

Equipment provided by NCTTRAC under this CONTRACT as described on Exhibit A to this Contract known as the *Equipment List Mass Fatality Trailer Project* is provided to the Receiving Agency at no cost. In lieu of payment for the use of the Mass Fatality Trailer, the Receiving Agency shall be responsible for various costs associated with the Mass Fatality Trailer as provided for in the attached Schedules.

III. TERM OF CONTRACT:

This CONTRACT is effective as of the "Effective Date." The initial term of the CONTRACT shall be one (1) year from the Effective Date ("Term"). At the end of the Term, this CONTRACT shall automatically renew on the anniversary of the Effective Date on a yearly basis for a maximum of five (5) consecutive years, unless earlier terminated by the Parties in accordance with the terms set forth in paragraph VII below.

IV. TERMINATION:

This CONTRACT may be terminated by either the Receiving Agency or NCTTRAC when one of the following occurs:

1. Either party in its sole discretion requests termination in writing with 30 days prior notice.
2. Immediately if the prime award is terminated by the Texas Department of State Health Services (DSHS).
3. NCTTRAC is no longer the DSHS Hospital Preparedness Program (HPP) contractor.

At the conclusion of the contractual relationship between the Receiving Agency and NCTTRAC, for any reason, title to any remaining equipment and supplies purchased for this project under HPP / PHER funds, reverts to DSHS. At the discretion of DSHS, the title may be transferred to a third party or it may be retained by the Receiving Agency.

V. VENUE

This CONTRACT and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this CONTRACT are performable in Tarrant County, Texas. Exclusive venue for any action arising out of this CONTRACT shall be in Tarrant County, Texas.

VI. GENERAL PROVISIONS:

1. This CONTRACT is entered into by the duly authorized officials of each respective party.
2. Any notice required pursuant to this CONTRACT must be in writing and is properly given if hand delivered, or sent by certified or registered mail, or overnight courier service, to the Parties either at the address below for or at such other address as the Parties from time to time specify by written notice pursuant to this Section. Any such notice is considered delivered on the date of delivery if hand delivered, or upon confirmation if sent by certified or registered mail or an overnight courier service.

If to NCTTRAC:

NCTTRAC
600 Six Flags Drive, Suite 160
Arlington, Texas 76011

If to Receiving Agency:

City of Sherman
Fire Department
318 S. Travis Street
Sherman, Texas 75090

3. To the extent authorized by the laws and constitution of the State of Texas, NCTTRAC and the Receiving Agency shall not be liable for any lost profits, special, incidental, consequential, or punitive damages, whether for breach of any express or implied warranties or otherwise. NCTTRAC and the Receiving Agency do not warrant that services shall be without defect, interruption, or suited for particular purposes. The Receiving Agency agrees to work cooperatively with NCTTRAC to maintain services to the best of both Parties' abilities.
4. During the term of this CONTRACT and any extensions thereto, the parties acknowledge that title to the Mass Fatality Trailer and supporting equipment and supplies shall vest with the Receiving Agency, subject to applicable DSHS regulations. The Receiving Agency, to the extent permitted by law, assumes all liability arising from the use, employment, deployment,

redeployment, and reconstitution of the Mass Fatality Trailer and supporting equipment in accordance with the provisions of law and regulations which govern its activities.

5. In case any other provision hereof should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this CONTRACT and this CONTRACT shall be construed as if such invalid, illegal or unenforceable provision had never been included in this CONTRACT.
6. It is understood by both Parties that each will fulfill its responsibilities under this CONTRACT in accordance with the provisions of law and regulations which govern their activities. Nothing in this CONTRACT is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this CONTRACT consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict up to, and including, forfeiture of the use and return to NCTTRAC of those assets described in the attached schedules and exhibit(s).
7. This CONTRACT constitutes the entire contract hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral contracts between the Parties with respect to the subject matter of this CONTRACT. No amendment, modification, or alteration of the terms of the CONTRACT shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.
8. Each person signing this CONTRACT on behalf of a party hereby confirms for the benefit of the other party to this CONTRACT that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery, and performance hereof have been obtained by or on behalf of that party.
9. Force Majeure - Either party may be excused from performance under this CONTRACT for any period that such party is prevented from performing its obligations in whole or in part as a result of any act of God, war, civil disturbance, epidemic, court order, or other event outside the control of such party, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such party's control.
10. Neither party has authority for or on behalf of the other except as provided in this CONTRACT. No other authority, power, partnership, use, or rights are granted or implied except as provided by Texas and or Federal laws and regulations, and as defined in Schedule A to this CONTRACT.
11. Neither party may incur any debt, obligation, expense, or liability of any kind on behalf of the other party without the other party's express written approval.

VII. CONTRACT SIGNATURES:

The UNDERSIGNED PARTIES bind themselves to the faithful performance of this CONTRACT. It is mutually understood that this CONTRACT shall be effective if signed by a person authorized to do so according to the normal operating procedures of said party. If the governing body of a party is required to approve this CONTRACT, it shall not become effective until approved by the governing body of that party. In that event, this CONTRACT shall be executed by the duly authorized official(s) of the party as expressed in an approving resolution or order of the governing body of said party, a copy of which shall be attached to this CONTRACT.

RECEIVING AGENCY City of Sherman	
APPROVED AS TO FORM AND LEGALITY:	
ATTEST: _____ Brandon S. Shelby, City Attorney _____ Date of Signature	_____ Bill Magers, Mayor _____ Date of Signature
PERFORMING AGENCY NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL	
APPROVED AS TO FORM AND LEGALITY:	
ATTEST: _____ <Attorney Name> _____ Date of Signature	_____ Hendrik J. Antonisse, Executive Director _____ Date of Signature

SCHEDULE A
MASS FATALITY TRAILER PROJECT

I. Purpose of CONTRACT

It is the purpose of this CONTRACT is to establish a cooperative and mutually beneficial relationship between the Parties and to set forth the relative responsibilities of the Parties as they relate to the utilization of a Mass Fatality Trailer (one or more) purchased with U. S. Department of Health and Human Services Public Health Emergency Response (PHER) funding.

II. Project Description

The Mass Fatality Trailer may be deployed outside the Receiving Agency's jurisdiction on a DSHS mission assignment. On a DSHS mission, the Receiving Agency's operational costs will be reimbursed per separate agreement(s). Other federal, state, and local provisions may also apply.

The Receiving Agency maintains authority for daily use of the Mass Fatality Trailer. If other jurisdictions issue a mutual aid request for use of the Mass Fatality Trailer, and the trailer is available, the Receiving Agency will provide priority support to jurisdictions within TSA-E, with follow-on consideration to support requests from other regions, the state, and the federal government, provided that the need for the Mass Fatality Trailer in the Receiving Agency's jurisdiction does not outweigh the need elsewhere. Requests for a Mass Fatality Trailer deployment outside the Receiving Agency's jurisdiction will be routed to the Receiving Agency in compliance with Texas Emergency Management Act, Chapter 418, Texas Government Code, and the Texas Disaster Act of 1975.

Final authority for the deployment of the Mass Fatality Trailer rests with the Receiving Agency.

An Equipment List is attached as Exhibit A to this CONTRACT.

III. Purpose of Mass Fatality Trailer Project

The Mass Fatality Trailer Project supports state, regional, and local preparedness by providing specially designed trailers to provide refrigerated transportation of deceased human remains or other medical devices / pharmaceuticals that must be transported in a climate controlled environment. These trailers may also be used for the provision of mutual aid when non-climate controlled cargo movement is required.

IV. Responsibilities of the Parties under Contract

In consideration of the mutual aims, desires and promises of the Parties to this CONTRACT, and, in recognition of the public benefit to be derived from effective implementation of the programs involved, the Parties agree that their responsibilities under this CONTRACT shall be as follows:

A. The Receiving Agency shall:

- 1) Sign the Texas Department of State Health Services Non-Expendable Personal Property Report Form (Form GC-11) and Property Transfer Record when the Mass Fatality Trailer is acquired from NCTTRAC.
- 2) Participate as a local and regional mutual aid partner to cooperative agencies by providing the Mass Fatality Trailer and personnel on a 24/7/365 basis

-
- 3) Participate as a state-wide response partner to the Texas Department of State Health Services by providing the Mass Fatality Trailer, when requested.
 - 4) Furnish a prime mover and operational personnel. It is anticipated that the recipient's prime mover and personnel will be used during local or regional deployments of the mass fatality trailer, but may not be required if called upon for state deployment outside NCTTRAC's 19 county area.
 - 5) Store the Mass Fatality Trailer in a secure environment that includes shore line power access (indoor housing preferred).
 - 6) Participate in regional health and medical care delivery preparedness meetings and workgroups sponsored under the Hospital Preparedness Program.
 - 7) Participate as an active regional partner and stakeholder in the Regional Emergency Preparedness Committee of NCTTRAC and/or its associated functional work groups, as appropriate.
 - 8) Register and maintain Mass Fatality Trailer status in NCTTRAC's crisis applications, including the TSA-E Tracking of Resources, Assets, and Capabilities System (*E*TRACS*), WebEOC and EMResource, as requested by NCTTRAC.
 - 9) Register and maintain contact data in *E*TRACS* for Receiving Agency administrative personnel responsible for Mass Fatality Trailer operations.
 - 10) Maintain the Mass Fatality Trailer in a ready state for emergency responses.
 - 11) Participate in state and regional training and exercises.
 - 12) Train personnel to operate and maintain the Mass Fatality Trailer and associated equipment.
 - 13) Using standard HPP-specific inventory forms and processes, conduct an annual or special inventory of the Mass Fatality Trailer and ancillary equipment upon request by NCTTRAC. NCTTRAC will provide technical and/or staff support to Receiving Agency during the inventory process as requested and available. Electronic, on-line inventory systems such as WebEOC and/or *E*TRACS* may be required.
 - 14) Notify NCTTRAC if replacement of damaged or non-functional equipment is required.
 - 15) Notify NCTTRAC if the Mass Fatality Trailer is taken out of service (for operational reasons) for a period of time greater than twenty-four (24) hours.
 - 16) Notify NCTTRAC, for consideration, of any needed upgrades regarding the Mass Fatality Trailer. Trailer alterations must be approved by NCTTRAC to ensure regional and state consistency.
 - 17) Provide minor equipage as needed for use within the Mass Fatality Trailer for purposes such as administrative support and cleaning.
 - 18) Maintain insurance or other means of replacing the Mass Fatality Trailer and issued ancillary equipment as provided under HPP / PHER funding. The Receiving Agency will complete and return to NCTTRAC Exhibit B, Affidavit of Insurance or Other Means of Replacement. If insurance is provided by a third party policy, Receiving Agency will provide to NCTTRAC a copy of the Certificate of Insurance. The Certificate of Insurance shall name NCTTRAC as an additional insured to the full extent of its interest in the Mass Fatality Trailer and issued equipment and supplies.
 - 19) Be responsible for repair / replacement of equipment that is broken, damaged, or missing due to misuse, negligence, theft or outside of normal lifespan expectations.
 - 20) Perform and document the completion of planned, preventive, and corrective maintenance and repairs to the Mass Fatality Trailer and ancillary equipment as indicated in the manufacturers' operations and maintenance manuals.
 - 21) Follow manufacturer warranty procedures to complete repairs as may fall under the warranty and as directed in the manufacturers' operations and maintenance manuals.

B. NCTTRAC shall:

- 1) Allow the Mass Fatality Trailer to remain in the possession of the Receiving Agency for the Term of the CONTRACT with the understanding that the Receiving Agency will commit to its responsibilities as outlined in this CONTRACT.
- 2) Monitor the performance of the Receiving Agency in regards to performance under this CONTRACT and advise the Receiving Agency of any and all concerns regarding performance.
- 3) Conduct an annual inventory of all Equipment, as identified in Exhibit A and provide results to DSHS or as required by special audit. NCTTRAC will provide technical and/or staff support to Receiving Agency during the inventory process as requested and available.
- 4) Provide copies of manufacturers' manuals and warranty statements upon the execution of this CONTRACT.
- 5) Support appropriate planned costs of operation of the Mass Fatality Trailer for HPP-sanctioned exercises conducted inside and outside the Receiving Agency's jurisdiction and within the geographic boundaries of Trauma Service Area E, when allowed under DSHS HPP contract and as mutually agreed by both the Receiving Agency and NCTTRAC.

----- End of Schedule A -----

**EXHIBIT A
EQUIPMENT LIST
MASS FATALITY TRAILER PROJECT**

One each, Mortuary Response Solutions refrigerated trailer unit

Trailer prime equipment includes:

- One trailer with installed chiller, with detachable chiller controller
- One Generac XG gasoline powered 8kw portable generator
- Five four-body portable racks with stainless steel cadaver pans

Ancillary equipment and supplies include:

- One 100 Ft. 110vAC, 30 amp Shore Line Power Cable
- One 4 Ft. 110vAC Generator to Chiller Unit Power Cable
- One spare tire with interior mount
- One bottle jack
- One 4-way lug wrench
- Two wheel chocks
- One maintenance kit, containing one quart of oil, one oil filter, one air filter, one spark plug kit, and one bottle of StaBil Fuel Stabilizer contained in a plastic tote box
- One 5-gallon gasoline can
- One binder with equipment operations and maintenance documents

Total unit acquisition value of above items for insurance purposes is: \$50,000.00

----- End of Exhibit A -----

Receiving Agency: City of Sherman, Texas
318 S. Travis Street
Sherman, Texas 75090

I, Linda Ashby, City Clerk, hereby swear or affirm that the City of Sherman, Texas holds the required amount of insurance, or other means of replacement, for the total value of the Mass Fatality Trailer and issued equipment and/or supplies. I further swear or affirm that the North Central Texas Trauma Regional Advisory Council is named as an additional insured under the policy to the full extent of its interest in the Mass Fatality Trailer and issued equipment and supplies.

☐ Check box if Receiving Agency is self-insured

Signature _____

<Insert Printed Signatory Title Above>

<Insert Date of Signature Above>

Return form(s) to: NCTTRAC
600 Six Flags Drive, Suite 160
Arlington, TX 76011

----- End of Exhibit B -----

MASS FATALITY TRAILER PHOTOGRAPHS





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5685**

**Authorizing Execution of a Mutual Aid Agreement
with the Town of Calera, Oklahoma**

Issue

This agenda item is to consider the adoption of a Mutual Aid Agreement for reciprocal aid and assistance during emergencies, where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. This agreement defines the procedures for requesting and providing mutual aid.

Background

Local and regional emergencies often require assistance beyond local capabilities. In 2008, EMS units from Bryan County responded to assist with the care and transport of many of the victims of the tour bus accident. The high number of wild land fires in 2011 required assistance from local and regional resources, many from a greater distance than what is available across our border with Oklahoma.

Existing fire mutual aid agreements exist for cities within Grayson County. The Texas Local Government Code provides for requests for assistance within the State of Texas, but does not cover response out of State.

Working with local fire and EMS providers, as well as local and State police agencies in Texas and Oklahoma, both states have agreed to a standard Mutual Aid Agreement for counties that border Texas and Oklahoma. The proposed agreement would provide for requesting and accepting assistance from the Town of Calera, Oklahoma.

The Town Council of Calera approved the Mutual Aid Agreement on June 12, 2012.

Origination

Sherman Fire Department
Town of Calera, Oklahoma

Financial Consideration

The proposed agreement would provide for the responding agency to request reimbursement for expenses related to response. While most agencies elect not to bill for these services, this provision would allow Sherman to seek federal funding if a declaration of disaster is made. Local and regional mutual aid agreements are required in order for Sherman to be eligible for State Homeland Security Program grant funding.

Staff Recommendation

Approve the Mutual Aid Agreement.

Alternatives

As directed by Council

Attachments

Resolution No. 5685

Mutual Aid Agreement

Prepared by:

J. J. Jones, Fire Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5685

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A MUTUAL AID AGREEMENT WITH THE TOWN OF CALERA, OKLAHOMA; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute a Mutual Aid Agreement between the City of Sherman and the Town of Calera, Oklahoma, in the same form as the Agreement attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

MUTUAL AID AGREEMENT - Town of Calera

SECTION 1. This agreement may be cited as the Mutual Aid Agreement.

SECTION 2. The Town Council of Calera, Oklahoma hereby authorizes the Director of Emergency Management to enter into this agreement on behalf of the Town of Calera, Oklahoma with any other city or county legally joining therein, in the form substantially as follows:

SECTION 3. The City of Sherman, Texas by resolution authorized its City Manager to enter into this agreement on behalf of the City of Sherman, Texas with any other county legally joining therein, in the form substantially as follows:

Articles of Agreement

ARTICLE I - PURPOSE AND AUTHORITIES

This Agreement is made and entered into by and between the participating Member Cities which enact this Agreement, hereinafter called party cities. The purpose of this Agreement is to provide for mutual assistance between the cities entering into this Agreement in managing any emergency or disaster that has not been declared by the governor of the affected city(s), whether arising from natural disaster, technological hazard, and man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency, or enemy attack. This Agreement shall also provide for mutual cooperation in emergency-related exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by party cities or subdivisions of party cities during emergencies, such actions occurring outside actual declared emergency periods.

ARTICLE II - GENERAL IMPLEMENTATION

Each party city entering into this Agreement recognizes many emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing these and other emergencies under this Agreement. Each city further recognizes that there will be emergencies which require immediate access and present procedures to apply outside resources to make a prompt and effective response to such an emergency. This is because few, if any; individual cities have all the resources they may need in all types of emergencies or the capability of delivering resources to areas where emergencies exist. The prompt, full, and effective utilization of resources of the participating cities, including any resources on hand or available from any other source, that are essential to the safety, care, and welfare of the people in the event of any emergency, shall be the underlying principle on which all articles of this Agreement shall be understood. On behalf of the governing body of each city participating in the Agreement, the legally designated city official who is assigned responsibility for emergency management will be responsible for formulation of the appropriate inter-city mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE III - PARTY CITY RESPONSIBILITIES

A. It shall be the responsibility of each party city to formulate procedural plans and programs for inter-city cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, the party cities, insofar as practical, shall:

Review individual city hazards analyses and, to the extent reasonably possible, determine all those potential emergencies the party city might jointly suffer, whether due to natural disaster, technological hazard, and man-made disaster, emergency aspects of resource shortages, civil disorders, insurgency, or enemy attack.

- i. Review party cities individual emergency plans and develop a plan which will determine the mechanism for the inter-city management and provision of assistance concerning any potential emergency.
- ii. Develop inter-city procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans.
- iii. Assist in warning communities adjacent to or crossing the county boundaries.
- iv. Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.
- v. Inventory and set procedures for the inter-county loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness.
- vi. Provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances that restrict the implementation of the above responsibilities.

B. The Authorized Representative of a party city may request assistance of another party city by contacting the Authorized Representative of that city. The provisions of this agreement shall only apply to requests for assistance made by and to Authorized Representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, and search and rescue.

- i. The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.
- ii. The specific place and time for staging of the assisting party's response and a point of contact at that location.

C. There shall be frequent consultation between city officials who have assigned emergency management responsibilities and other appropriate representatives of the party cities with affected jurisdictions and the City Governments, with free exchange of information, plans, and resource records relating to emergency capabilities.

ARTICLE IV - LIMITATIONS

Any party city requested to render mutual aid or conduct exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the city rendering aid may withhold resources to the extent necessary to provide reasonable protection for such city. Each party city shall afford to the emergency forces of any party city, while operating within its city limits under the terms and conditions of this Agreement, the same powers (except that of arrest unless specifically authorized by the receiving city), duties, rights, and privileges as are afforded forces of the city in which they are performing emergency services. Emergency forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the city receiving assistance. These conditions may be activated, as needed, or commencement of exercises or training for mutual aid and shall continue so long as the exercises or training for mutual aid are in progress, the city emergency remains in effect or loaned resources remain in the receiving city(s), whichever is longer.

ARTICLE V - LICENSES AND PERMITS

Whenever any person holds a license, certificate, or other permit issued by any city party to the Agreement evidencing the meeting of qualifications for professional, mechanical, or other skills, and when such assistance is requested by the receiving party city, such person shall be deemed licensed, certified, or permitted by the city requesting assistance to render aid involving such skill to meet an emergency, subject to such limitations and conditions as the law of the Requesting City may prescribe by executive order or otherwise.

ARTICLE VI - LIABILITY

Officers or employees of a party city rendering aid in another city pursuant to this Agreement shall be considered agents of the Requesting City for tort liability and immunity purposes; and no party city or its officers or employees rendering aid in another city pursuant to this Agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.

ARTICLE VII - SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the machinery for mutual aid among two or more cities may differ from that among the cities that are party hereto, this instrument contains elements of a broad base common to all cities, and nothing herein contained shall preclude any city from entering into supplementary agreements with another city or affect any other agreements already in force between cities. Supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, and equipment and supplies.

ARTICLE VIII – COMPENSATION

Each party city shall provide for the payment of compensation and death benefits to injured members of the emergency forces of that city and representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this Agreement, in the same manner and on the same terms as if the injury or death were sustained within their own city.

ARTICLE IX - REIMBURSEMENT

Any party city rendering aid in another city pursuant to this Agreement shall be reimbursed by the party city receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with such requests; provided, that any aiding party city may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the receiving party city without charge or cost; and provided further, that any two or more party cities may enter into supplementary agreements establishing a different allocation of costs among those cities. Article VIII expenses shall not be reimbursable under this provision.

ARTICLE X - EVACUATION

Plans for the orderly evacuation and inter-city reception of portions of the civilian population as the result of any emergency or disaster of sufficient proportions to so warrant, shall be worked out and maintained between the party cities and the emergency management/services directors of the various jurisdictions where any type of incident requiring evacuations might occur. Such plans shall be put into effect by request of the city from which evacuees come and shall include the manner of transporting such evacuees, the number of evacuees to be

received in different areas, the manner in which food, clothing, housing, and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends, and the forwarding of such evacuees to other areas or the bringing in of additional materials, supplies, and all other relevant factors. Such plans shall provide that the party city receiving evacuees and the party city from which the evacuees come shall mutually agree as to reimbursement of out-of-pocket expenses incurred in receiving and caring for such evacuees, for expenditures for transportation, food, clothing, medicines and medical care, and like items. Such expenditures shall be reimbursed as agreed by the party city from which the evacuees come. After the termination of the emergency or disaster, the party city from which the evacuees come shall assume the responsibility for the ultimate support of repatriation of such evacuees.

ARTICLE XI - IMPLEMENTATION

This Agreement shall become operative immediately upon its signing by any two (2) cities; thereafter, this Agreement shall become effective as to any other city upon its enactment by such city. Any party city may withdraw from this Agreement by enacting a letter repealing the same, but no such withdrawal shall take effect until 30 days after the governing body of the withdrawing city has given notice in writing of such withdrawal to the governing body of all other party cities. Such action shall not relieve the withdrawing city from obligations assumed hereunder prior to the effective date of withdrawal. Duly authenticated copies of this Agreement and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party cities.

ARTICLE XII - VALIDITY

This Act shall be construed to effectuate the purposes contained in Article I hereof. If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Act and the applicability thereof to other persons and circumstances shall not be affected thereby.

ARTICLE XIII - ADDITIONAL PROVISIONS

THIRD PARTY RIGHTS - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Requesting City and the Assisting City.

WAIVER - No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

ENTIRETY OF THE AGREEMENT – Town of Calera, Oklahoma and the City of Sherman, Texas agree that this Interlocal Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except through written consent and approval of both of the signatories. Any modifications to this Agreement shall be through written instrument executed by the parties. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

12 day of June, 2012.

Mayor

Witness

Calera Town Clerk

Sherman City Manager

Sherman City Clerk

Joel Scafe
Director

Director



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5686**

**Approving the Greater Texoma Utility Authority's Intention to Contract with
W. Brown Enterprises, Inc. for the Surface Water Distribution Pipeline East, Schedule A**

Issue

Approving the intention of the Greater Texoma Utility Authority (GTUA) to administer an agreement for the Surface Water Distribution Pipeline East, Schedule A

Background

The current Capital Improvement Program contains a project to construct a second feed from the Water Treatment Plant. The Schedule A pipeline will run along La Cima Drive, Plainview Road, Kreager Road, and Travis Street and connect to the City's distribution system. Eight (8) bidders responded to the request for bids. A bid tabulation is attached. The low bid in the amount of \$763,932.50 was submitted by W. Brown Enterprises, Inc. of Durant Oklahoma.

Origination

Department of Utilities Administration

Financial Consideration

Funds for this project will be paid through the GTUA.

Staff Recommendation

It is recommended that the City Council approve GTUA's intention to contract with the low bidder, W. Brown Enterprises, Inc., in the amount of \$763,932.50.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5686

Engineer's Recommendation with Bid Tabulation

Location Map

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5686

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH W. BROWN ENTERPRISES, INC. FOR THE SURFACE WATER DISTRIBUTION PIPELINE EAST, SCHEDULE A; 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 an agreement with W. Brown Enterprises, Inc. in the total amount of Seven Hundred Sixty-Three Thousand Nine Hundred Thirty-Two Dollars and Fifty Cents (\$763,932.50) for the Surface Water Distribution Pipeline East, Schedule A.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

MORRIS ENGINEERS

July 19, 2012

Mark Gibson, P.E., Director of Utilities
City of Sherman Dept. of Engineering
P.O. Box 1106
Sherman, Texas 75091-1106

Jerry Chapman, General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

**RE: City of Sherman – Surface Water Distribution Pipeline East
Recommendation of Award – Schedule A**

Dear Mark and Jerry,

The lowest bid for Schedule A of the referenced project was submitted by W. Brown Enterprises, Inc., of Durant, Oklahoma, for the amount of \$763,932.50. I evaluated their Bidder Qualification Statement and received favorable responses from their references. I believe they are a competent contractor for this construction; therefore, I recommend that you award the contract for this project, Schedule A only, to W. Brown Enterprises, Inc. for their amount bid.

I have enclosed a Notice of Award for your use. If you will sign, date, and return the notice to us, we will forward it to Vessels Construction with contracts for execution.

Sincerely,

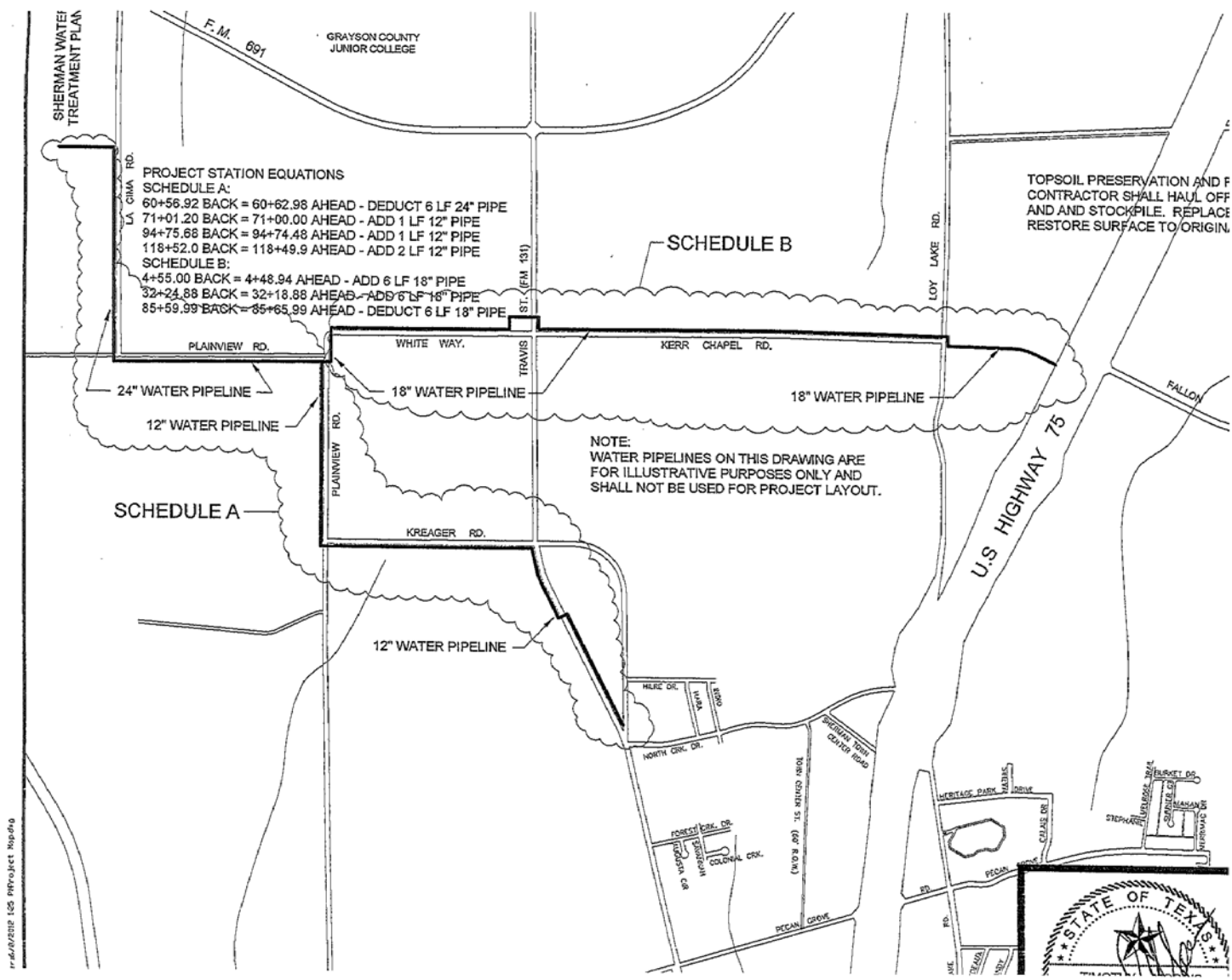


Timothy L. Morris, P.E.

Encl.

BID TABULATION
 GREATER TEXOMA UTILITY AUTHORITY
 SURFACE WATER DISTRIBUTION PIPELINE EAST
 FOR THE CITY OF SHERMAN, TEXAS
 BID OPENING: JULY 10, 2012 AT 2:00 P.M.

				W. BROWN ENTERPRISES INC. 2805 N. 1ST DURANT, OK 74701		VESSELS CONSTRUCTION P.O. BOX 28 SHERMAN, TX 75091		LYNN VESSELS CONSTRUCTION P.O. BOX 1212 SHERMAN, TX 75091		BOWLES CONSTRUCTION CO. P.O. BOX 1784 WICHITA FALLS, TX 76707		MITCHELL ENTERPRISES LTD. 700 N. CROCKETT SHERMAN, TX 75090		DICKERSON CONSTRUCTION CO. P.O. BOX 181 CELINA, TX 75809		WRIGHT CONSTRUCTION CO. 801 W. WALL ST. GRAPEVINE, TX 76051		THE PAIN GROUP, INC. 1016 N. SYLVANIA AVE. FT. WORTH, TX 76111	
ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST
SCHEDULE A																			
1	24" dia. water pipeline	5957	LF	55.00	327,835.00	67.37	401,323.09	60.09	357,999.13	69.00	411,033.00	69.07	411,449.99	77.00	458,688.00	80.00	476,560.00	86.50	574,950.50
2	12" dia. water pipeline	7339	LF	20.00	146,780.00	26.12	213,711.68	16.73	137,459.47	33.00	242,167.00	33.79	247,994.81	43.00	315,577.00	45.00	330,255.00	53.50	392,638.50
3	24" butterfly valve	6	EA	5,200.00	31,200.00	4,700.00	28,200.00	5,078.40	30,470.40	5,000.00	30,000.00	5,338.97	32,033.82	5,600.00	33,600.00	7,000.00	42,000.00	6,000.00	36,000.00
4	18" butterfly valve @ 60+56.92 = 6+00	1	JOB		5,900.00		6,052.00		6,440.00		7,000.00		9,551.78		7,000.00		5,000.00		3,500.00
5	12" dia. AWWA gate valve	7	EA	2,250.00	15,750.00	1,848.00	12,922.00	2,103.35	14,723.45	2,000.00	14,000.00	2,586.92	18,108.44	2,250.00	15,750.00	2,600.00	17,500.00	2,100.00	14,700.00
6	Blowoff asy. - 24" line tee	1	EA	3,550.00	3,550.00	2,789.00	2,789.00	3,277.50	3,277.50	3,100.00	3,100.00	6,790.62	6,790.62	5,000.00	5,000.00	4,300.00	4,300.00	2,700.00	2,700.00
7	Fire hydrant assembly - 12" line tee	7	EA	3,600.00	25,200.00	3,064.00	21,588.00	3,754.74	26,283.18	3,800.00	26,600.00	4,367.22	30,780.54	4,250.00	29,750.00	6,500.00	45,500.00	4,300.00	30,100.00
8	Cement lined D.I. Fittings - 24"		LS		18,372.00		22,040.00		23,805.00		20,000.00		16,262.53		24,000.00		40,000.00		80,000.00
8	Cement lined D.I. Fittings - 12"		LS		12,185.00		7,866.00		9,095.00		10,000.00		11,609.72		11,250.00		18,000.00		9,300.00
9	Combination air valve assembly - 4"	3	EA	4,850.00	14,550.00	4,927.00	14,781.00	5,101.40	15,304.20	5,500.00	16,500.00	5,405.34	16,218.02	6,000.00	18,000.00	6,000.00	18,000.00	5,300.00	15,900.00
9	Combination air valve assembly - 2"	2	EA	4,400.00	8,800.00	2,892.00	5,724.00	3,283.25	6,566.50	3,600.00	7,200.00	4,506.25	9,012.50	5,500.00	11,000.00	4,000.00	8,000.00	3,400.00	6,800.00
10	Bore/case crossing at 6+40 for 24" pipeline	1	JOB		26,000.00		21,270.00		28,290.00		23,000.00		80,829.63		32,500.00		45,000.00		32,000.00
11	Bore/case Trevis St crossing for 12" pipeline	1	JOB		12,500.00		22,577.00		20,470.00		24,000.00		31,588.68		24,500.00		39,000.00		26,000.00
12	Creek xing with 12" dia. D.I.P.	180	LF	62.00	11,160.00	66.00	15,480.00	75.67	13,620.60	60.00	10,800.00	183.06	32,954.40	150.00	27,000.00	102.00	18,360.00	140.00	25,200.00
13	Asphalt driveway and street repairs - 24"	25	LF	65.00	1,625.00	49.00	1,225.00	35.65	891.25	50.00	1,250.00	114.72	2,868.00	150.00	3,750.00	155.00	4,125.00	47.00	1,175.00
13	Asphalt driveway and street repairs - 12"	35	LF	60.00	2,100.00	46.00	1,610.00	31.05	1,086.75	50.00	1,750.00	112.32	3,931.20	150.00	5,250.00	120.00	4,200.00	47.00	1,645.00
14	Gravel driveway and street repairs - 24"	0	LF	-	-	-	-	21.00	-	15.00	-	-	-	-	-	-	-	-	-
14	Gravel driveway and street repairs - 12"	70	LF	50.00	3,500.00	25.58	1,790.60	9.20	644.00	15.00	1,050.00	35.87	2,510.80	45.00	3,150.00	60.00	4,200.00	8.00	560.00
15	Trench excavation protection - 24"	5957	LF	1.00	5,957.00	0.14	833.98	16.50	98,290.50	0.50	2,978.50	1.76	10,484.32	1.00	5,957.00	1.00	5,957.00	1.50	8,935.50
15	Trench excavation protection - 12"	7339	LF	0.50	3,669.50	0.11	807.29	8.05	59,078.95	0.50	3,669.50	1.05	7,705.95	1.00	7,339.00	1.00	7,339.00	1.00	7,339.00
16	SWPPP - 24"	1	JOB		5,000.00		32,242.00		1,725.00		1,000.00		3,030.92		10,750.00		15,000.00		16,000.00
16	SWPPP - 12"	1	JOB		5,000.00		9,855.00		1,725.00		1,000.00		2,375.72		13,500.00		14,000.00		18,000.00
17	TxDOT traffic controls - 12"	1	JOB		7,500.00		626.00		902.75		1,500.00		1,809.30		2,500.00		3,000.00		16,000.00
18	Replace fence	3037	LF	11.00	33,407.00	2.23	6,772.51	3.11	9,445.07	8.00	24,268.00	6.46	19,679.76	10.00	30,370.00	7.00	21,259.00	8.00	24,298.00
19	Seeding work areas & watering	13296	LF	2.00	26,592.00	0.24	3,191.04	1.73	23,002.08	2.00	26,592.00	2.60	38,558.40	7.00	93,072.00	4.00	53,184.00	3.00	39,888.00
TOTAL BID					763,902.60		854,887.19		890,642.78		910,906.00		1,058,231.25		1,189,264.00		1,239,739.00		1,376,825.50



11/18/2010 1:05 PM Project Map.dwg





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5687**

Approving the Greater Texoma Utility Authority's Intention to Contract with Vessels Construction for the Surface Water Distribution Pipeline East, Schedule B

Issue

Approving the intention of the Greater Texoma Utility Authority (GTUA) to administer an agreement for the Surface Water Distribution Pipeline East, Schedule B

Background

The current Capital Improvement Program contains a project to construct a second feed from the Water Treatment Plant. The Schedule B pipeline will connect to the Schedule A pipeline on Plainview Road and run along White Way and Kerr Chapel Road to the City's distribution system on Highway 75. Eight (8) bidders responded to the request for bids. A bid tabulation is attached. The low bid in the amount of \$645,259.81 was submitted by Vessels Construction of Sherman, Texas.

Origination

Department of Utilities Administration

Financial Consideration

Funds for this project will be paid through the GTUA.

Staff Recommendation

It is recommended that the City Council approve GTUA's intention to contract with the low bidder, Vessels Construction, in the amount of \$645,259.81.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5687

Engineer's Recommendation with Bid Tabulation

Location Map

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5687

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH VESSELS CONSTRUCTION FOR THE SURFACE WATER DISTRIBUTION PIPELINE EAST, SCHEDULE B; 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 an agreement with Vessels Construction in the total amount of Six Hundred Forty-Five Thousand Two Hundred Fifty-Nine Dollars and Eighty-One Cents (\$645,259.81) for the Surface Water Distribution Pipeline East, Schedule B.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

MORRIS ENGINEERS

July 17, 2012

Mark Gibson, P.E., Director of Utilities
City of Sherman Dept. of Engineering
P.O. Box 1106
Sherman, Texas 75091-1106

Jerry Chapman, General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

**RE: City of Sherman – Surface Water Distribution Pipeline East
Recommendation of Award – Schedule B**

Dear Mark and Jerry,

Bids were accepted on July 10, 2012, for the construction of the Surface Water Distribution Pipeline East project in Sherman. The bids were in response to Advertisement for Bids dated June 17, 2012, the publication of which was handled by GTUA staff. Individual bidding notices were mailed from our office to thirteen (13) contractors. During the bidding period, nine (9) prospective bidders and two (2) planrooms picked up bidding documents. A total of eight (8) bids were received. Enclosed is a copy of the bid tabulation.

The project was bid in two parts, Schedule A and Schedule B. The lowest bid for Schedule A was submitted by W. Brown Enterprises, Inc., of Durant, Oklahoma, for the amount of \$763,932.50. I am still in the process of evaluating their Bidder Qualification Statement; therefore, I am not making a recommendation for Schedule A at this time.

The lowest bid for Schedule B was submitted by Vessels Construction, of Sherman, Texas, for the amount of \$645,259.81. I emailed you a copy of their Bidder Qualification Statement. I have worked with Vessels Construction on several projects. I find them to be responsible and competent for this construction; therefore, I recommend that you award the contract for the project, Schedule B only, to Vessels Construction for their amount bid.

I have enclosed a Notice of Award for your use. If you will sign, date, and return the notice to us, we will forward it to Vessels Construction with contracts for execution.

Sincerely,


Timothy L. Morris, P.E.

Encl.

BID TABULATION
GREATER TEXOMA UTILITY AUTHORITY
SURFACE WATER DISTRIBUTION PIPELINE EAST
FOR THE CITY OF SHERMAN, TEXAS
BID OPENING: JULY 10, 2012 AT 2:00 P.M.

				VESSELS CONSTRUCTION P.O. BOX 28 SHERMAN, TX 75091		W. BROWN ENTERPRISES INC. 2905 N. 1ST DURANT, OK 74701		BOWLES CONSTRUCTION CO. P.O. BOX 1784 WICHITA FALLS, TX 76307		MITCHELL ENTERPRISES LTD. 700 N. CROCKETT SHERMAN, TX 75090		LYNN VESSELS CONSTRUCTION P.O. BOX 1212 SHERMAN, TX 75091		DICKERSON CONSTRUCTION CO. P.O. BOX 181 CELINA, TX 75809		WRIGHT CONSTRUCTION CO. 801 W. WALL ST. GRAPEVINE, TX 76051		THE FAIN GROUP, INC. 1616 N. SYLVANIA AVE. FT WORTH, TX 76111	
ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST	UNIT COST	TOTAL ITEM COST
SCHEDULE B																			
1	18" dia. water pipeline	10118	LF	41.33	418,178.94	40.00	404,720.00	47.00	475,546.00	46.63	471,802.34	33.64	340,369.52	58.00	586,844.00	57.00	576,726.00	67.50	682,965.00
2	8" dia. water pipeline	75	LF	19.75	1,256.25	24.00	1,800.00	29.00	2,175.00	38.72	2,904.00	30.84	2,313.00	45.00	3,375.00	35.00	2,625.00	31.00	2,325.00
3	18" butterfly valve	11	EA	3,166.00	34,826.00	4,200.00	46,200.00	3,200.00	35,200.00	3,558.29	39,141.19	3,431.60	37,747.60	3,750.00	41,250.00	4,400.00	48,400.00	3,800.00	41,800.00
4	6" dia. AWWA gate valves	1	EA	961.00	961.00	1,250.00	1,250.00	1,000.00	1,000.00	1,861.98	1,861.98	1,081.00	1,081.00	1,350.00	1,350.00	1,400.00	1,400.00	1,100.00	1,100.00
5	12" dia. tapping sleeve/tapping valve	1	EA	3,765.00	3,765.00	5,800.00	5,800.00	3,500.00	3,500.00	4,311.36	4,311.36	4,255.00	4,255.00	4,500.00	4,500.00	8,000.00	8,000.00	6,400.00	6,400.00
6	Fire hydrant assembly - 18" line tee	5	EA	3,705.00	18,525.00	3,400.00	17,000.00	4,300.00	21,500.00	5,312.28	26,561.30	4,255.00	21,275.00	4,800.00	24,000.00	4,500.00	22,500.00	5,000.00	25,000.00
7	Blowoff assy. - 18" line tee	2	EA	2,349.00	4,698.00	3,100.00	6,200.00	2,800.00	5,600.00	6,094.64	13,889.08	3,013.00	6,026.00	3,200.00	6,400.00	5,000.00	10,000.00	3,200.00	6,400.00
8	Cement lined D.I. Fittings - 18"		LS		19,280.00		17,368.00		20,000.00		24,586.08		17,940.00		20,500.00		40,000.00		31,000.00
9	2" service connection	1	EA	1,663.00	1,663.00	2,900.00	2,900.00	2,500.00	2,500.00	4,720.35	4,720.35	2,530.00	2,530.00	4,850.00	4,850.00	5,000.00	5,000.00	4,400.00	4,400.00
10	Combination air valve assembly - 3"	5	EA	4,110.00	20,550.00	5,500.00	27,500.00	4,800.00	24,000.00	5,416.71	27,086.55	21,708.25	108,531.25	5,250.00	26,250.00	5,500.00	27,500.00	3,900.00	19,500.00
11	Creek xing with 18" dia. D.I.P.	220	LF	132.00	29,040.00	65.00	18,700.00	90.00	19,800.00	188.60	41,492.00	116.44	25,816.80	150.00	33,000.00	140.00	30,800.00	190.00	41,800.00
12	Bore/case Travis St crossing for 18" pipeline	1	JOB		13,139.00		19,500.00		23,000.00		29,786.89		18,112.50		22,500.00		40,000.00		37,000.00
13	Bore/case Loy Lake Rd. for 18" pipeline	1	JOB		24,697.00		19,500.00		23,000.00		27,634.45		15,640.00		22,500.00		40,000.00		37,000.00
14	Asphalt driveway and street repairs - 18"	100	LF	37.00	3,700.00	65.00	6,500.00	50.00	5,000.00	88.18	8,818.00	29.90	2,990.00	150.00	15,000.00	60.00	6,000.00	47.00	4,700.00
15	Gravel driveway and street repairs - 18"	82	LF	22.73	1,863.86	55.00	4,510.00	15.00	1,230.00	23.70	1,943.40	13.80	1,131.60	45.00	3,690.00	60.00	4,920.00	8.00	738.00
16	Trench excavation protection - 18"	10118	LF	0.08	809.44	0.75	7,688.50	0.50	5,050.00	1.51	15,278.18	14.95	151,284.10	1.00	10,118.00	1.00	10,118.00	1.50	15,177.00
17	SWPPP - 18"	1	JOB		41,713.00		5,000.00		1,000.00		3,060.93		1,725.00		18,500.00		17,000.00		25,000.00
18	TxDOT traffic controls - 18"	1	JOB		628.00		5,000.00		1,500.00		1,628.20		230.00		2,500.00		3,000.00		18,000.00
19	Replace fence	540	LF	2.00	1,080.00	11.00	5,940.00	10.00	5,400.00	7.35	3,969.00	6.90	3,726.00	10.00	5,400.00	7.00	3,780.00	8.00	4,320.00
20	Gate & gate assembly	3	EA	624.00	2,472.00	3,200.00	9,600.00	2,500.00	7,500.00	836.47	2,509.41	1,259.25	3,777.75	2,250.00	6,750.00	3,000.00	9,000.00	2,400.00	7,200.00
21	Seeding work areas & watering	10118	LF	0.24	2,428.32	3.00	30,354.00	2.00	20,236.00	3.11	31,456.88	3.11	31,456.88	8.00	80,844.00	4.00	40,472.00	3.00	30,354.00
TOTAL BID					645,259.91		682,930.50		703,746.00		784,873.65		797,749.10		940,021.00		947,241.00		1,042,179.00

BID BOND/CASHIER'S CHECK?	BID BOND	BID BOND	BID BOND	BID BOND	BID BOND	BID BOND	BID BOND	BID BOND
CONDITIONAL OR QUALIFIED BID?	Y*	N	N	Y*	N	N	N	N
	* BID based on award of either Sch. A, or Sch. B, Not both.			*condition not stated on BID				

I certify that the foregoing is a true and correct tabulation of all bids received in response to Advertisement for Bids dated 6/17/12.

Timothy L. Morris, P.E./Morris Engineers

SHERMAN WATER
TREATMENT PLAN

PROJECT STATION EQUATIONS
SCHEDULE A:
60+56.92 BACK = 60+62.98 AHEAD - DEDUCT 6 LF 24" PIPE
71+01.20 BACK = 71+00.00 AHEAD - ADD 1 LF 12" PIPE
94+75.68 BACK = 94+74.48 AHEAD - ADD 1 LF 12" PIPE
118+52.0 BACK = 118+49.9 AHEAD - ADD 2 LF 12" PIPE
SCHEDULE B:
4+55.00 BACK = 4+48.94 AHEAD - ADD 6 LF 18" PIPE
32+24.88 BACK = 32+18.88 AHEAD - ADD 6 LF 18" PIPE
85+59.99 BACK = 85+65.99 AHEAD - DEDUCT 6 LF 18" PIPE

SCHEDULE B

TOPSOIL PRESERVATION AND F
CONTRACTOR SHALL HAUL OFF
AND AND STOCKPILE. REPLACE
RESTORE SURFACE TO ORIGIN.

SCHEDULE A

NOTE:
WATER PIPELINES ON THIS DRAWING ARE
FOR ILLUSTRATIVE PURPOSES ONLY AND
SHALL NOT BE USED FOR PROJECT LAYOUT.

11/15/2012 12:00 PM Project Map.dwg





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5688**

**Authorizing Execution of a Professional Engineering Services Agreement with
Freeman-Millican, Inc. for the Wastewater Treatment Plant Headworks East Bar
Screen Replacement Improvements Project**

Issue

To consider a contract for professional engineering services with Freeman-Millican, Inc. for the Headworks East Bar Screen Replacement Improvements Project at the City's Wastewater Treatment Facility

Background

The 2012-2013 Capital Improvement Program contains a project to replace the east bar screen at the Wastewater Treatment Plant. Monies from past bond issues are available for use and must be utilized or returned to the State. It is proposed that those remaining funds be utilized to initiate the engineering of this project at the City's Wastewater Treatment Facility in lieu of returning the funds to the State.

Origination

Utilities Administration, Department #710

Financial Consideration

The fee for the engineering of the project will be a lump sum of \$35,000.00. This project is funded through the Greater Texoma Utility Authority with funds remaining from past bond issues. The State is requesting that unutilized funds be returned if no projects are available to utilize the funds. The accelerated schedule will allow the City to keep these funds for this project.

Staff Recommendation

It is recommended that the contract for professional engineering services with Freeman-Millican, Inc. for the Bar Screen #3 Improvements Project be approved.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5688

Contract for Professional Engineering Services

Prepared by:
Mark Gibson, Director of Engineering and Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5688

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE WASTEWATER TREATMENT PLANT HEADWORKS EAST BAR SCREEN REPLACEMENT IMPROVEMENTS 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 Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Wastewater Treatment Plant Headworks East Bar Screen Replacement Improvements Project to be approved in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

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 **Wastewater Treatment Plant (WWTP) Headworks East Bar Screen Replacement Improvements** 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 Sublotting.** 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 & Engineering
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.
12225 Greenville Ave., Suite 121 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

BY

George Olson
City Manager

Richard Dormier
Richard Dormier, P.E.
Vice President

DATE _____

DATE 1-30-12

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

City of Sherman, Texas
WWTP Headworks East Bar Screen Replacement Improvements
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 WWTP Headworks East Bar Screen Replacement Improvements, hereinafter called the "Project".

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

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

1.2 PRELIMINARY DESIGN PHASE

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

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

1.3 FINAL DESIGN PHASE

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

- 1.3.1 On the basis of comments from the review of the preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract

Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

- 1.3.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.3.4 Prepare for review and approval by OWNER, his legal counsel, and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.5 Submit plans, specifications, and contract documents to applicable regulatory agencies for approval.
- 1.3.6 Furnish 3 copies of the above documents and present and review them in person with OWNER. Make any needed final revisions.

1.4 BIDDING PHASE

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

- 1.4.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment, and services.
- 1.4.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.4.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.

1.5 CONSTRUCTION PHASE

During the Construction Phase ENGINEER shall:

- 1.5.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
- 1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be

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

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

lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

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

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

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

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

thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

- 2.1.6 Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.7 Providing any type field surveys for design purposes and engineering surveys and 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 or easement descriptions.
- 2.1.15 Additional copies of reports (over agreed number) and additional sets of Contract Documents (over agreed number).
- 2.1.16 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.
- 2.1.17 Any other special or miscellaneous assignments specifically authorized by OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish

copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

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

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

SECTION 4 - PERIOD OF SERVICE

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

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

SECTION 5 - PAYMENTS TO ENGINEER

5.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under SECTION 1 and as further identified in Exhibit "A" a lump sum in the amount of \$35, 000.00.

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

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

5.1.2.3 Serving as a Witness

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

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

5.2 TIMES OF PAYMENTS

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

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

Phase	Percent of Basic Services
Preliminary Design	27%
Final Design	43%
Bidding or Negotiating	10%
Construction	20%
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 EAST BAR SCREEN REPLACEMENT

Scope of Work

Develop information on 3 or 4 potential equipment vendors.
Identify existing facilities modifications.
Develop preliminary cost.
Review and determine vendors with Sherman staff.

Identify and review control issues.
Develop plans and specifications for replacement equipment.
Develop plans and specifications for construction.
Review plans and specifications with Sherman staff and revise as needed.
Review plans and specifications with TWDB and revise as required.
Print equipment plans, specification and bid documents for bidding.

Bid and award replacement equipment.
Modify construction bid documents per selected equipment requirements.
Print construction bid documents.
Bid and award construction.
Develop equipment and construction contracts.

Revise and issue equipment procurement documents.
Review equipment, panel and misc. submittals.
Revise and issue construction documents
Conduct preconstruction meeting at WWTP.
Review construction submittals.
Review monthly progress and payment applications.
Review and process any required changes.
Participate in start up and training.
Perform final inspection and develop punch list.
Develop close out documentations per owner and TWDB requirements

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

<u>Employee Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$165
Associate Engineer	\$130
Senior Project Engineer	\$115
Architect	\$110
Project Engineer	\$100
EIT	\$ 85
Designer	\$ 75
CAD	\$ 60
Clerical	\$ 50
RPLS	\$150
Survey Crew (Including GPS)	\$125



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. C.7

*** RESOLUTION NO. 5689**

**Authorizing Execution of a Professional Engineering Services Agreement
with Freeman-Millican, Inc. for the Wastewater Treatment UV Equipment
Replacement Improvements Project**

Issue

To consider an agreement with Freeman-Millican, Inc. to provide professional engineering services for the Wastewater Treatment Plant UV Equipment Replacement Improvements Project

Background

The Capital Improvement Program for 2012-2013 contains a project to replace the UV Equipment utilized for disinfection at the Wastewater Treatment Plant. It is proposed to utilize remaining monies from previous bond issues to fund the engineering at this time. The State will request the return of bond monies if they are not utilized.

Origination

Utility Administration, Department 710

Financial Consideration

The fee for the professional engineering services is a lump sum of \$87,000.00. This project will be funded through the Greater Texoma Utility Authority.

Staff Recommendation

It is recommended that the agreement for professional engineering services with Freeman-Millican, Inc. for the Wastewater Treatment Plant UV Equipment Replacement Improvements Project be approved.

Alternatives

As may be directed by the Council

Attachments

Resolution No. 5689

Agreement for Professional Engineering Services

Prepared by:
Mark Gibson, Director of Engineering and Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5689

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE WASTEWATER TREATMENT UV EQUIPMENT REPLACEMENT IMPROVEMENTS 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 Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Wastewater Treatment UV Equipment Replacement Project in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

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 **Wastewater Treatment Plant (WWTP) UV Equipment Replacement Improvements** 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 & Engineering
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.
12225 Greenville Ave., Suite 121 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

George Olson
City Manager

BY

Richard Dormier, P.E.
Vice President

DATE _____

DATE 7-30-12

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

City of Sherman, Texas
WWTP UV Equipment Replacement Improvements
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 WWTP UV Equipment Replacement Improvements, hereinafter called the "Project".

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

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

1.2 PRELIMINARY DESIGN PHASE

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

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

1.3 FINAL DESIGN PHASE

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

- 1.3.1 On the basis of comments from the review of the preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract

Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

- 1.3.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.3.4 Prepare for review and approval by OWNER, his legal counsel, and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.5 Submit plans, specifications, and contract documents to applicable regulatory agencies for approval.
- 1.3.6 Furnish 3 copies of the above documents and present and review them in person with OWNER. Make any needed final revisions.

1.4 BIDDING PHASE

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

- 1.4.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment, and services.
- 1.4.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.4.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.

1.5 CONSTRUCTION PHASE

During the Construction Phase ENGINEER shall:

- 1.5.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
- 1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be

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

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

lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

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

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

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

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

thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

- 2.1.6 Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.7 Providing any type field surveys for design purposes and engineering surveys and 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 or easement descriptions.
- 2.1.15 Additional copies of reports (over agreed number) and additional sets of Contract Documents (over agreed number).
- 2.1.16 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.
- 2.1.17 Any other special or miscellaneous assignments specifically authorized by OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish

copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

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

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

SECTION 4 - PERIOD OF SERVICE

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

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

SECTION 5 - PAYMENTS TO ENGINEER

5.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under SECTION 1 and as further identified in Exhibit "A" a lump sum in the amount of \$87,000.00.

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

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

5.1.2.3 Serving as a Witness

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

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

5.2 TIMES OF PAYMENTS

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

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

Phase	Percent of Basic Services
Preliminary Design	23%
Final Design	40%
Bidding or Negotiating	12%
Construction	25%
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 UV Equipment Replacement Project

Scope of Work

Develop information on 2 or 3 potential equipment vendors.

Identify existing facilities modifications

Develop preliminary cost estimates.

Review and determine vendors with Sherman staff.

Identify and review control issues.

Develop plans, specifications and bid documents for replacement equipment.

Develop plans, specifications and bid documents for construction.

Review plans and specifications with Sherman staff and revise as needed.

Review plans and specifications with TWDB and revise as required.

Print equipment plans, specification & bid documents for bidding.

Bid and award replacement equipment.

Modify construction bid documents per selected equipment requirements.

Print construction bid documents.

Bid & award construction.

Develop equipment and construction contracts and review contractor documents.

Revise and issue equipment procurement documents.

Review equipment, power supplies, panels & misc. submittals.

Revise and issue construction documents.

Conduct preconstruction meeting at WWTP.

Review construction equipment, slide gates, electrical and misc. submittals.

Review monthly progress and payment applications.

Review and process any required changes.

Participate in contractor start up and training.

Participate in final inspection and develop punch list.

Make record drawings per contractor as built mark ups.

Develop close out documentation per owner and TWDB requirements.

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

<u>Employee Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$165
Associate Engineer	\$130
Senior Project Engineer	\$115
Architect	\$110
Project Engineer	\$100
EIT	\$ 85
Designer	\$ 75
CAD	\$ 60
Clerical	\$ 50
RPLS	\$150
Survey Crew (Including GPS)	\$125



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. D.1

OTHER BUSINESS

Discussion of the Proposed Tax Rate for Fiscal Year 2012-2013 and Scheduling Public Hearings for the Proposed Tax Rate and Property Tax Increase

Issue

This item is mandated by the State of Texas' Truth-In-Taxation laws.

Background

State law requires any city that proposes to set a tax rate that exceeds the effective tax rate must: (1) hold a meeting to discuss the tax rate and tax revenue increase and set two public hearings to provide an opportunity for public input; (2) hold two public hearings that are three to fourteen days apart; and (3) pass an ordinance setting the tax rate at a meeting held three to fourteen days after the second public hearing. Attached is a schedule outlining the requirements of the public hearings for the tax rate and related revenue, as well as setting the dates for adoption of each. *This schedule supersedes the schedule adopted at the July 17th Council meeting as it relates to the proposed tax rate.* In summary, the required Council action is as follows:

- August 20th: Introduction and First Public Hearing on Tax Rate Ordinance and Property Tax Increase
- September 4th: Second Public Hearing on Tax Rate Ordinance and Property Tax Increase
- September 17th: Adoption of Tax Rate Ordinance

Origination

Finance Department

Financial Consideration

Failure to follow the law allows a taxpayer to sue in district court to stop the City of Sherman from adopting a tax rate until it complies with the law.

Council Action Requested

1. By **motion and order**, "propose to adopt \$.32 rate, which will increase tax revenues by \$254,000."
2. By **motion and order**, "approve following the schedule shown above, which meets the requirements of State law."

Alternatives

The City Council could change the direction that they gave at the Budget Workshop by requesting a tax rate other than \$.32 per \$100 valuation.

Attachments

None

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. D.2

OTHER BUSINESS

Review Draft Capital Improvement Program (CIP) 2012-2017 and Set Public Hearing for Tuesday, September 4, 2012

Issue

To review the draft Capital Improvement Program (CIP) 2012-2017 and set the public hearing on such for Tuesday, September 4, 2012

Background

Article V, Section 10 of the City Charter requires that the City Council, by resolution, adopt a capital program. As required, before consideration of the resolution, the City will publish a summary of the program and give notice of a public hearing in a newspaper of general circulation in the city. Prior to public notice, the City Council is given an opportunity to review the final draft of the CIP.

Origination

Department of Engineering

Financial Consideration

General Fund	\$17,320,000
Utility Fund	\$26,618,500
Total Funding for 2012-2017	\$43,938,500

Staff Recommendation

It is recommended that the City Council review the City's 2012-2017 Capital Improvement Program and set the public hearing on said 2012-2017 CIP for Tuesday, September 4, 2012.

Attachments

Summary of the Capital Improvement Program 2012-2017

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

GENERAL SERVICES

2012 - 2013

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
Neighborhood Revitalization				\$250,000			\$250,000
Municipal Building Repair			\$190,000				\$190,000
Taylor Street Complex			\$200,000				\$200,000
GIS System			\$50,000				\$50,000
Total 2012-2013	\$0	\$0	\$440,000	\$250,000	\$0	\$0	\$690,000

2013-2014

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
Municipal Building Repair			\$110,000				\$110,000
Northeast Fire Station Site			\$2,500,000			*	\$2,500,000
Southwest Fire Station			\$5,200,000			*	\$5,200,000
Hawn Skateboard Renovation - Phase II				\$80,000	-		\$80,000
Martin Luther King Park Restroom				\$150,000			\$150,000
Fairview Park Field Lighting				\$150,000			\$150,000
Ely Park Playground				\$80,000			\$80,000
Hawn Park Pavilion				\$75,000			\$75,000
Rosedale Park Restroom				\$150,000			\$150,000
Hawn Park Field Lighting				\$200,000			\$200,000
Baker Park Pavilion				\$75,000			\$75,000
GIS System			\$50,000				\$50,000
Drainage Improvement Projects	\$250,000						\$250,000
Street Right-of-Way and Street Oversize Funding		\$50,000					\$50,000
Total 2013-2014	\$250,000	\$50,000	\$7,860,000	\$960,000	\$0	\$0	\$9,120,000

* Bonded

2014-2015

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
Cypress Grove Rd. Rebuild - Rex Cruse to Redbud		\$600,000			-		\$600,000
Fallon Drive Construction - Preliminary Engineering and ROW		\$100,000					\$100,000
Starlight Alley Rebuild		\$350,000					\$350,000
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
GIS System			\$50,000				\$50,000
Drainage Improvement Projects	\$250,000						\$250,000
Street Right-of-Way and Street Oversize Funding		\$50,000					\$50,000
Total 2014-2015	\$250,000	\$1,100,000	\$50,000	\$560,000	\$0	\$0	\$1,960,000

2015-2016

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
Fallon Drive West Construction to U.S. Hwy 75		\$1,500,000					\$1,500,000
Shady Oaks Drive Reconstruction		\$700,000					\$700,000
Fairview Park Pavilions				\$50,000			\$50,000
Fairview Park Spray Ground and Splash Expansion				\$500,000			\$500,000
GIS System			\$50,000				\$50,000
Drainage Improvement Projects	\$250,000						\$250,000
Street Right-of-Way and Street Oversize Funding		\$50,000					\$50,000
Total 2015-2016	\$250,000	\$2,250,000	\$50,000	\$550,000	\$0	\$0	\$3,100,000

2016-2017

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
U.S. Highway 75 Fallon Drive Ramps		\$1,000,000				**/**	\$1,000,000
Cherry Park Playground				\$100,000			\$100,000
Old Settlers Park - Phase III Field Renovation				\$1,000,000			\$1,000,000
GIS System			\$50,000				\$50,000
Drainage Improvement Projects	\$250,000						\$250,000
Street Right-of-Way and Street Oversize Funding		\$50,000					\$50,000
Total 2016-2017	\$250,000	\$1,050,000	\$50,000	\$1,100,000	\$0	\$0	\$2,450,000

** SEDCO Funded

***TxDOT Participation

GENERAL GRAND TOTAL	\$1,000,000	\$4,450,000	\$8,450,000	\$3,420,000	\$0	\$0	\$17,320,000
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UTILITY SERVICES

2012-2013

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
WWTP - Replace #3 Bar Screen						\$300,000 *	\$300,000
WWTP - Headworks Variable Frequency Drive Upgrade - Phase I & II Construction						\$500,000 *	\$500,000
WWTP - Biosolids Engineering, Design and Construction						\$1,200,000 */1	\$1,200,000
Reconfigure Sears Lift Station to Gravity Sewer						\$1,000,000 *	\$1,000,000
Blalock Industrial Sewer Replacement						\$500,000 **	\$500,000
S.H. Highway 289 Sewerline A						\$1,650,000 **	\$1,650,000
Upgrade Metering and Telemetry for Water System					\$350,000		\$350,000
Well Repairs and Upgrades					\$625,000		\$625,000
Gallagher Elevated Tank Painting and Repair					\$625,000		\$625,000
Infiltration & Inflow Office and Storage Facility			\$75,000				\$75,000
Woods Street Water Line Replacement					\$32,000		\$32,000
Lamberth Road Water Line Replacement					\$31,000		\$31,000
Texoma Parkway Water Replacement - Phase IV					\$134,000		\$134,000
Utility Main Oversizing					\$50,000	\$50,000	\$100,000
TOTAL 2012-2013	\$0	\$0	\$75,000	\$0	\$1,847,000	\$5,200,000	\$7,122,000

* Bonded

** SEDCO Funded

1 Under Technological Review

2013-2014

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
WWTP - Nutrient Removal Preliminary Engineering						\$1,400,000 *	\$1,400,000
WWTP - Upgrade UV Disinfection System						\$1,100,000 *	\$1,100,000
WWTP Relief Headworks - Engineering and Construction						\$4,000,000 *	\$4,000,000
Gallagher Elevated Tank Exterior Painting					\$500,000		\$500,000
Eastside Outfall Return Sewer						\$500,000 *	\$500,000
Ida Road Ground Storage Tank Repair and Painting					\$1,000,000		\$1,000,000
Texoma Parkway Water Replacement - Phase V					\$300,000	*	\$300,000
Ricketts Street Water Line Replacement, Phase 2					\$168,000		\$168,000
Relief Sewer D-1						\$290,000	\$290,000
Utility Main Oversizing					\$50,000	\$50,000	\$100,000
TOTAL 2013-2014	\$0	\$0	\$0	\$0	\$2,018,000	\$7,340,000	\$9,358,000

* Bonded

2014-2015

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
WWTP - Nutrient Removal Process						\$8,000,000 *	\$8,000,000
WWTP Automated Dissolved Oxygen Control						\$900,000 *	\$900,000
South Sherman Trunk Sewer Replacement						\$135,000	\$135,000
Texoma Parkway Sewer Replacement						\$200,000	\$200,000
U.S. Highway 75 South Water Crossing Replacement					\$138,000		\$138,000
Utility Main Oversizing					\$50,000	\$50,000	\$100,000
TOTAL 2014-2015	\$0	\$0	\$0	\$0	\$188,000	\$9,285,000	\$9,473,000

* Bonded

2015-2016							
	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
Utility Main Oversizing					\$50,000	\$50,000	\$100,000
TOTAL 2015-2016	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$100,000

2016-2017							
	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
WWTP - Repair/Replace Perimeter Fencing			\$50,000				\$50,000
WWTP - Study Digester Upgrade and Cost Recovery (8%)						\$200,000	\$200,000
Blanton Drive Water Main Replacement					\$54,000		\$54,000
Oxford Street Water Main Replacement					\$85,000		\$85,000
Grant Street Water Main Replacement					\$76,500		\$76,500
Utility Main Oversizing					\$50,000	\$50,000	\$100,000
TOTAL 2016-2017	\$0	\$0	\$50,000	\$0	\$265,500	\$250,000	\$565,500

UTILITY GRAND TOTAL	\$0	\$0	\$125,000	\$0	\$4,368,500	\$22,125,000	\$26,618,500
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TOTAL CIP	\$1,000,000	\$4,450,000	\$8,575,000	\$3,420,000	\$4,368,500	\$22,125,000	\$43,938,500
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SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. D.3

*** OTHER BUSINESS**

Approve Quarterly Investment Reports for Period Ending June 30, 2012

Issue

To approve the Investment Reports for the quarterly period ending June 30, 2012

Background

These reports are being presented in accordance with the state law that requires at least quarterly presentation to the Council. The report was given to the Investment Committee prior to submittal to the Council. Two portfolios will be addressed: Operating Portfolio and Debt Proceeds Portfolio.

As of June 30, 2012, both portfolios were in compliance with applicable state laws. At June 30, the Operating Portfolio was not in compliance with the requirement to maintain at least 60% of the portfolio available within one year. By the date of this report, that portfolio was back in compliance with this requirement. The Operating Portfolio had a book value of about \$22.3 million. This portfolio is appropriately liquid; and its weighted-average maturity increased to about 336 days, up from 312 days last period, because of investment purchases during the quarter. The portfolio yield of 0.43% for the quarter is higher than the benchmark yield of 0.16%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The Debt Proceeds Portfolio balance of about \$.3 million decreased about \$ 9,000. The portfolio remains adequately liquid, with all of the funds available within one day. Its yield of 0.15% for the quarter was essentially the same as the benchmark yield. The portfolio value on the City's books is equal to the market value of the overall portfolio.

Origination

Finance

Financial Consideration

None

Staff Recommendation

It is recommended that the Council accept the report as presented.

Alternatives

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

Memo to Investment Committee; Investment reports and related schedules

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



memorandum

DATE: Wednesday, August 1, 2012

TO: The Investment Committee Members:
Deputy Mayor Willie Steele
Councilman Robert G. Softly
George Olson, City Manager

FROM: Robby Hefton, Assistant City Manager/CFO 

SUBJECT: Investment Reports for Quarter Ended June 30, 2012

Enclosed is a copy of the quarterly investment reports for the quarter ended June 30, 2012. Reports are included for the two major portfolios - the operating portfolio and the CO Debt portfolio. As of that date, the City was in compliance with all applicable state laws for both portfolios. For the operating portfolio, the City was not in compliance with the requirement to have at least 60% of the funds available within one year. As of June 30, that portfolio only had about 58% of the funds available within one year. The portfolio is still adequately liquid despite this instance of non-compliance as of June 30; and this scenario has already been corrected as of the date of this report.

The total operating portfolio balance of about \$22.3 million had a weighted-average maturity of about 336 days, up from 312 days last quarter, because securities with longer maturities were purchased during the quarter. The portfolio yield of 0.43% was higher than our benchmark 180-day T-Bill yield, which was 0.16%; and book value closely approximated market value. Portfolio balances decline during this period each year because of slowing property tax collections.

Also, as of June 30, 2012, all of the CO Debt Proceeds was invested in pooled investments and bank demand deposits, together yielding 0.15%, closely approximating the yield of the benchmark 180-day T-Bill rate. The Debt Proceeds portfolio balance decreased by about \$9,000 during the quarter, so the balance remains about \$.3 million. City staff is still working to resolve issues with the bonding company to close out Washington Street, so the timing of when this portfolio will be closed out is undetermined at this time.

This investment report will be on the August 6, 2012 City Council Agenda for their review and approval. Please call me if you have any questions about this item.

RH:pc

attachments (as stated above)

CITY OF SHERMAN, TX
Investment Report Summary
June 30, 2012

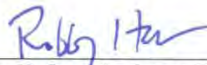
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law. At June 30, 2012 investment book value was about \$22.3 million and had decreased by approximately \$2.2 million from three months prior. Decreases in investment balances are customary during this quarter each year due to decreasing property tax collections after the February 1st due date. The City's investment portfolio includes interest-bearing demand deposits, bank time deposits at our depository bank, a State of Texas Obligation, a CDARS certificate of deposit, investment pools that strive to maintain a 100% net asset value, a U.S. Treasury Note and U.S. Agency securities.

The City was in compliance with the Public Funds Investment Act as of June 30, 2012. Investments available within one year were about 2% over the amount allowed in the City's investment policy due to a decrease in the balance in demand deposits. As securities mature during the next quarter, the available within one year limit will again be within policy limits. The weighted-average maturity of the portfolio increased to about 336 days at June 30, 2012 compared to about 312 days at March 31, 2012 due to investment purchases.

The market value of the portfolio was 100.07% of book value as of June 30, 2012. The portfolio yield of 0.43% at June 30, 2012 was higher than the benchmark yield on the 180-day T-Bill, which was 0.16%.

Two securities matured during the quarter with a par value of about \$2.0 million. Two securities were purchased with a par value totaling \$2.0 million. Accrued interest of about \$8,000 was added to CD principal. All other transactions were routine.

The following schedules are also a part of this investment report.



Robby Hefton, Assistant City Manager/CFO
and City of Sherman Investment Officer



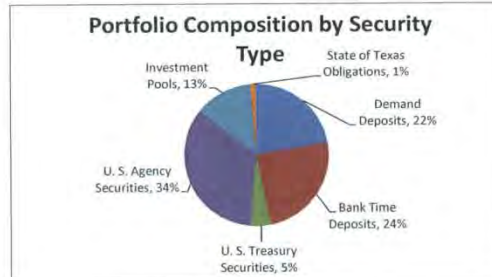
Mary Lawrence, Controller and City of
Sherman Investment Officer

CITY OF SHERMAN, TX
Detailed Investment Report
As of June 30, 2012

Investment	Par	VALUES - MARCH 31, 2012		Book Increase/(Decrease)		Market Increase/(Decrease)		VALUES - JUNE 30, 2012	
		Book	Market	Purchases/ (Withdrawals)	Accruals/ Amortizations	Purchases & (Withdrawals)	Change In Market Price	Book	Market
DEMAND DEPOSITS									
Depository Bank		\$ 6,157,109	\$ 6,157,109	\$ (2,162,014)	\$ -	\$ (2,162,014)	\$ -	\$ 3,995,095	\$ 3,995,095
Depository Bank-TIF Funds		1,041,920	1,041,920	392	-	392	-	1,042,312	1,042,312
		7,199,029	7,199,029	(2,161,623)	-	(2,161,623)	-	5,037,407	5,037,407
BANK TIME DEPOSITS									
Certificate of Deposit 0.91% 4/1/2012		1,009,152	1,009,152	(1,009,152)	-	(1,009,152)	-	-	-
Certificate of Deposit 1.61% 5/3/2012		1,028,615	1,028,615	(1,028,615)	-	(1,028,615)	-	-	-
Certificate of Deposit 1.00% 9/16/2012		1,015,075	1,015,075	2,552	-	2,552	-	1,017,626	1,017,626
Certificate of Deposit 0.70% 7/11/2013		1,505,870	1,505,870	2,592	-	2,592	-	1,508,462	1,508,462
Certificate of Deposit 0.40% 12/08/2013		1,000,263	1,000,263	1,997	-	1,997	-	1,002,260	1,002,260
Certificate of Deposit 0.25% 5/9/2013		-	-	1,000,000	-	1,000,000	-	1,000,000	1,000,000
Certificate of Deposit 0.45% 4/3/14		-	-	1,001,073	-	1,001,073	-	1,001,073	1,001,073
		5,558,974	5,558,974	(29,553)	-	(29,553)	-	5,529,421	5,529,421
INVESTMENT POOLS									
Tex-Pool		1,555,556	1,555,665	-	485	-	407	1,556,041	1,556,072
TexStar		1,380,213	1,380,383	-	430	-	401	1,380,644	1,380,784
		2,935,769	2,936,048	-	915	-	808	2,936,684	2,936,856
SECURITY INVESTMENTS									
FHLMC 1.13% 7/27/2012	1,000,000	1,001,852	1,002,984	-	(1,428)	-	(2,335)	1,000,424	1,000,649
FNMA .75% 12/28/2012	1,000,000	999,081	1,003,987	-	307	-	(1,344)	999,389	1,002,643
FHLB 2.63% 9/13/2013	400,000	411,533	413,235	-	(1,976)	-	(2,125)	409,557	411,110
FNMA 1.13% 9/30/2013	1,000,000	1,007,843	1,011,684	-	(1,302)	-	(1,451)	1,006,540	1,010,233
FHLMC .55% 1/9/14	1,000,000	1,000,000	1,001,180	-	-	-	(246)	1,000,000	1,000,934
FHLMC 4.60% 4/2/14	1,250,000	1,356,163	1,352,604	-	(13,198)	-	(11,625)	1,342,965	1,340,979
AUS 0.711% 9/1/2014	285,000	301,886	301,980	-	(1,738)	-	(1,188)	300,148	300,792
FNMA .375% 3/16/15	1,000,000	993,474	992,512	-	550	-	4,570	994,024	997,082
US Treasury 1.875% 6/30/15	1,000,000	1,043,521	1,040,859	-	(3,339)	-	1,797	1,040,182	1,042,656
FHLMC 0.65% 8/28/2015	1,000,000	1,000,000	995,935	-	-	-	6,701	1,000,000	1,002,636
		9,115,353	9,116,960	-	(22,125)	-	(7,246)	9,093,228	9,109,714
		24,809,126	24,811,012	(2,191,176)	(21,209)	(\$2,191,176)	(6,438)	22,596,740	22,613,398

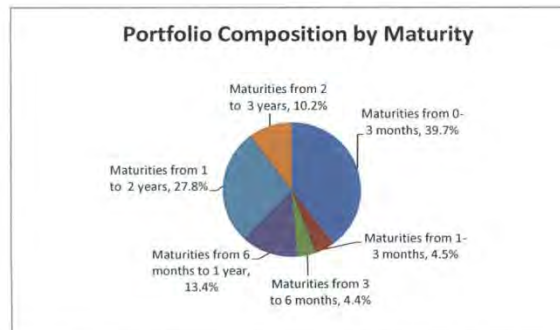
CITY OF SHERMAN, TX
Comparison of Portfolio to Policy Limits
As of June 30, 2012

<u>LIMITS ON TYPES OF SECURITIES</u>	<u>Target Investment Level</u>	<u>Portfolio Cap</u>	<u>Actual Percentage of Portfolio</u>	<u>% Variance Policy Limits</u>
Demand Deposits	100%	100%	22.29%	77.71%
Bank Time Deposits	25%	30%	24.47%	5.53%
U. S. Treasury Securities	60%	85%	4.60%	80.40%
U. S. Agency Securities	45%	50%	34.31%	15.69%
Investment Pools	45%	50%	13.00%	37.00%
State of Texas Obligations	45%	50%	1.33%	48.67%



<u>LIMITS ON MATURITIES</u>	<u>Minimum Allowable Percentage of Portfolio</u>	<u>Actual Percentage of Portfolio</u>	<u>% Variance Policy Limits</u>
Available within 1 month	25%	39.72%	14.72%
Available within 3 months	33%	44.22%	11.22%
Available within 6 months	45%	48.64%	3.64%
Available within 1 year	60%	57.50%	-2.50%
Available within 2 years	70%	85.25%	15.25%
Available within 3 years	80%	95.58%	15.58%
Available within 4 years	90%	100.00%	10.00%
Available within 5 years	100%	100.00%	0.00%

	<u>Maximum Allowable</u>	<u>Actual Average Maturity</u>	<u>Policy Limit Days Available</u>
Weighted Average Days to Maturity	500	336.12	163.88



CITY OF SHERMAN, TX
Calculation of Weighted Average Maturity and Yield
As of June 30, 2012

	<u>S&P Rating</u>	<u>Market Value</u>	<u>Book Value</u>	<u># of Days To Maturity</u>	<u>Original Yield to Maturity</u>	<u>Percent of Portfolio</u>
Demand Deposits						
Depository Bank		\$3,995,095	\$ 3,995,095	0	0.15%	17.68%
Depository Bank -TIF Funds		<u>1,042,312</u>	<u>1,042,312</u>	0	0.15%	<u>4.61%</u>
		5,037,407	5,037,407			22.29%
Bank Time Deposits						
Certificate of Deposit 1.00% 9/16/2012		1,017,626	1,017,626	78	1.00%	4.50%
Certificate of Deposit 0.25% 5/9/2013		1,000,000	1,000,000	313	0.25%	4.43%
Certificate of Deposit 0.70% 8/11/2013		1,508,462	1,508,462	407	0.70%	6.68%
Certificate of Deposit 0.40% 12/8/2013		1,002,260	1,002,260	526	0.40%	4.44%
Certificate of Deposit 0.45% 4/03/2014		<u>1,001,073</u>	<u>1,001,073</u>	642	0.45%	<u>4.43%</u>
		5,529,421	5,529,421			24.47%
Investment Pools						
Tex-Pool	AAAm	1,556,072	1,556,041	1	0.13%	6.89%
TexStar	AAAm	<u>1,380,784</u>	<u>1,380,644</u>	1	0.13%	<u>6.11%</u>
		2,936,856	2,936,684			13.00%
Federal Securities and Notes						
FHLMC 1.13% 7/27/2012	AAA	1,000,649	1,000,424	27	0.71%	4.43%
FHLMC .75% 12/28/2012	AAA	1,002,643	999,389	181	0.88%	4.42%
FHLMC .55% 1/9/13	AAA	1,000,934	1,000,000	193	0.55%	4.43%
FHLB 2.63% 9/13/2013	AAA	411,110	409,557	440	0.61%	1.81%
FNMA 1.13% 9/30/2013	AAA	1,010,233	1,006,540	457	0.60%	4.45%
FHLMC4.60% 4/2/14	AAA	1,340,979	1,342,965	641	0.36%	5.94%
AUS 0.71% 9/01/2014	AAA	300,792	300,148	793	0.71%	1.33%
FNMA .375% 3/16/15	AAA	997,082	994,024	989	0.60%	4.40%
US TREA 1.875% 6/30/15	AAA	1,042,656	1,040,182	1,095	0.52%	4.60%
FHLMC 0.65% 8/28/15	AAA	<u>1,002,636</u>	<u>1,000,000</u>	1,154	0.65%	<u>4.43%</u>
		9,109,714	9,093,228			40.24%
TOTAL		<u>\$22,613,398</u>	<u>\$22,596,740</u>			<u>100.00%</u>

Weighted Average Maturity

	<u>Actual</u>	<u>Maximum</u>
Weighted Average Days to Maturity	336.12	500
Weighted Average Days to Maturity-Operating (ex.depository bank-checking)	432.54	500

Weighted Average Yield

Weighted Average Yield	0.43%
Weighted Average Yield - Operating (excluding depository bank-checking)	0.51%
Target Yield to Maturity of 180 day T-Bill at June 30, 2012	0.16%

CITY OF SHERMAN, TX
Market Value Analysis
As of June 30, 2012

CHANGES IN MARKET VALUE:

BEGINNING VALUE - March 31, 2012		\$24,811,012
<u>INVESTMENT ACTIVITY:</u>		
Purchases	2,008,214	
Maturities	(2,037,767)	
Net Changes in Market Price	<u>(7,246)</u>	
		(36,799)
Bank and Pooled Investment Deposits/(Withdrawals) - Net		<u>(2,160,814)</u>
ENDING VALUE - June 30, 2012		<u><u>\$22,613,398</u></u>

COMPARISON OF BOOK VALUE TO MARKET VALUE:
--

<u>BEGINNING VALUE - March 31, 2012</u>		
Market Value	\$24,811,012	
Book Value	\$24,809,126	
Ratio of Market Value to Book Value		100.01%
 <u>ENDING VALUE - June 30, 2012</u>		
Market Value	\$22,613,398	
Book Value	\$22,596,740	
Ratio of Market Value to Book Value		100.07%

CITY OF SHERMAN, TX
Quarter to Date Investment Transaction Report
As of June 30, 2012

PURCHASES

<u>Date</u>	<u>Type</u>	<u>Principal Purchase Price</u>	<u>Par Value</u>	<u>Yield/Int. Discount Rate</u>	<u>Maturity Date</u>
04/05/2012	CD .45%	\$ 1,000,000	\$ 1,000,000	0.45%	04/03/2014
04/30/2012	CD .45%	\$ 321	\$ 321	0.45%	04/03/2014
05/09/2012	CD .25%	\$ 1,000,000	\$ 1,000,000	0.25%	05/09/2013
05/11/2012	CD .70%	\$ 2,592	\$ 2,592	0.70%	07/22/2013
05/31/2012	CD .45%	\$ 382	\$ 382	0.45%	04/03/2014
06/16/2012	CD 1.00%	\$ 2,552	\$ 2,552	1.00%	09/16/2012
06/29/2012	CD .40%	\$ 1,997	\$ 1,997	0.40%	12/08/2013
06/29/2012	CD 0.45%	\$ 370	\$ 370	0.45%	04/03/2014

Total Purchases \$ 2,008,214 \$ 2,008,214

MATURITIES

<u>Date</u>	<u>Type</u>	<u>Par Value</u>	<u>Yield/Int. Discount Rate</u>
05/01/2012	CD 0.91%	\$ 1,009,152	0.91%
5/03/2012	CD 1.61%	\$ 1,028,615	1.62%

Total Maturities \$ 2,037,767

CITY OF SHERMAN, TX
Interest Receivable and Earned Interest Income
June 30, 2012

Investment	Original Yield	Interest Receivable March 31, 2012	Purchased Interest	Interest Received	Coupon Interest	Interest Receivable June 30, 2012	Amortization/ Accretion	Earned Interest Income
DEMAND DEPOSITS								
Depository Bank	0.15%	\$ -	\$ -	\$ 2,232	2,232	\$ -	\$ -	\$ 2,232
Depository Bank-TIF Funds	0.15%	-	-	392	392	-	-	392
		-	-	2,624	2,624	-	-	2,624
TIME DEPOSITS								
Certificate of Deposit 0.91% 4/1/2012	0.91%	755	-	4,072	125	-	-	125
Certificate of Deposit 1.61% 5/3/2012	1.62%	752	-	1,093	341	-	-	341
Certificate of Deposit 1.00% 9/16/2012	1.00%	416	-	2,552	2,523	387	-	2,523
Certificate of Deposit .70% 7/22/2013	0.70%	967	-	2,592	3,071	1,446	-	3,071
Certificate of Deposit .40% 12/8/2013	0.40%	1,009	-	1,997	988	-	-	988
Certificate of Deposit 0.25% 5/9/2013	0.25%	-	-	-	356	356	-	356
Certificate of Deposit 0.45% 4/3/2014	0.45%	-	-	1,073	1,073	-	-	1,073
		3,899	-	13,379	8,477	2,189	-	8,477
INVESTMENT POOLS								
Tex-Pool	0.13%	-	-	485	485	-	-	485
TexStar	0.13%	-	-	430	430	-	-	430
		-	-	915	915	-	-	915
SECURITY INVESTMENTS								
FHLMC 1.13% 7/27/2012	0.55%	2,004	-	-	2,813	4,817	(1,428)	1,385
FHLMC .75% 12/28/2012	0.88%	1,828	-	3,750	2,558	636	307	2,865
FHLMC .55% 1/9/2014	0.55%	1,221	-	-	1,371	2,592	-	1,371
FHLB 2.63% 9/13/2013	0.61%	519	-	-	2,623	3,142	(1,976)	647
FNMA 1.13% 9/30/2013	0.60%	942	-	-	2,825	3,767	(1,302)	1,523
AUS .71% 9/1/2014	0.71%	702	-	-	2,108	2,810	(1,738)	370
FHLMC 4.60% 4/2/14	0.36%	28,144	-	28,750	14,627	14,021	(13,198)	1,429
FNMA .375% 3/16/15	0.60%	156	-	-	948	1,104	550	1,498
US Treasury 1.875% 6/30/15	0.52%	4,624	-	-	4,675	9,299	(3,339)	1,336
FHLMC 0.65% 8/28/2015	0.65%	560	-	-	1,643	2,203	-	1,643
		40,700	-	32,500	36,191	44,391	(22,125)	14,066
		\$44,599	\$0	\$49,417	\$48,207	46,580	(\$22,125)	\$26,082

CITY OF SHERMAN, TX
CO Debt Proceeds
Investment Report Summary
June 30, 2012

This report complies with the requirements of the public funds investment law and covers the Certificate of Obligation Debt Proceeds of the City of Sherman that is subject to that law. At June 30, 2012, investment book value was about \$300 thousand and had decreased by about \$9 thousand from the previous quarter due to a payment for construction projects. The City's investment portfolio includes an interest-bearing demand deposit and an investment pool that strives to maintain a 100% net asset value.

The City was in compliance with all provisions of the investment policy and the Public Funds Investment Act as of June 30, 2012. The weighted-average maturity of the portfolio was 1 day at June 30, 2012.

The market value of the portfolio was 100.0% of book value as of June 30, 2012.

The portfolio yield of 0.15% at June 30, 2012 was essentially the same as the benchmark yield of .16% on the 180-day T-Bill.

All other transactions were routine.

The following schedules are also a part of this investment report.



Robby Hefton, Assistant City Manager/CFO
and City of Sherman Investment Officer



Mary Lawrence, Controller and City of
Sherman Investment Officer

CITY OF SHERMAN, TX
CO Debt Proceeds
Detailed Investment Report - Debt Proceeds
As of June 30, 2012

Investment	VALUES - March 31, 2012		Book Increase/(Decrease)		Market Increase/(Decrease)		VALUES - June 30, 2012	
	Book	Market	Purchases/ (Withdrawals)	Accruals/ Amortizations	Purchases & (Withdrawals)	Change In Market Price	Book	Market
DEMAND DEPOSITS								
Depository Bank-TIF	\$ 264,074	\$ 264,074	\$ -	\$ 95	\$ -	\$ 95	\$ 264,169	\$ 264,169
INVESTMENT POOLS								
TexStar-2009A Bonds	72,819	72,828	(9,048)	21	(9,048)	18	63,792	63,799
	72,819	72,828	(9,048)	21	(9,048)	18	63,792	63,799
	\$336,893	\$336,902	(\$9,048)	\$116	(\$9,048)	\$113	\$327,961	\$327,968

CITY OF SHERMAN, TX
CO Debt Proceeds
Comparison of Portfolio to Policy Limits
As of June 30, 2012

LIMITS ON MATURITIES	Minimum Allowable Percentage of Portfolio	Actual Percentage of Portfolio	% Variance Policy Limits
Cash Demands within 1 month	100.00%	100.00%	0.00%
Cash Demands within 3 months	100.00%	100.00%	0.00%
Cash Demands within 6 months	100.00%	100.00%	0.00%
Cash Demands within 1 year	100.00%	100.00%	0.00%
Cash Demands within 2 years	100.00%	100.00%	0.00%

	Maximum Allowable	Actual Average Maturity	Policy Limit Days Available
Weighted Average Days to Maturity	500	1.00	499.00

CITY OF SHERMAN, TX
CO Debt Proceeds
Calculation of Weighted Average Maturity and Yield
As of June 30, 2012

Demand Deposits						
	<u>Market Value</u>	<u>Book Value</u>	<u># of Days To Maturity</u>	<u>Original Yield to Maturity</u>	<u>Percent of Portfolio</u>	
Depository Bank	\$ 264,169	\$ 264,169	0	0.15%	80.55%	
Investment Pools						
Tex-Star-2009A Bonds	63,799	63,792	1	0.13%	19.45%	
TOTAL	\$ 327,968	\$ 327,961			100.00%	

Weighted Average Maturity

Weighted Average Days to Maturity	0
Weighted Average Days to Maturity-Operating (ex.depository bank)	1

Weighted Average Yield

Weighted Average Yield	0.15%
Weighted Average Yield-Operating (excluding depository bank)	0.13%
Yield to Maturity of 180 day T-Bill at June 30, 2012	0.15%

CITY OF SHERMAN, TX
CO Debt Proceeds
Market Value Analysis
As of June 30, 2012

CHANGES IN MARKET VALUE:

BEGINNING VALUE - March 31, 2012	\$336,902
<u>INVESTMENT ACTIVITY:</u>	
Purchases	-
Maturities	-
Net Changes in Market Price	-
Bank and Pooled Investment Deposits/(Withdrawals) - Net	(\$8,934)
ENDING VALUE - June 30, 2012	<u><u>\$327,968</u></u>

COMPARISON OF BOOK VALUE TO MARKET VALUE:
--

<u>BEGINNING VALUE - March 31, 2012</u>		
Market Value	\$336,902	
Book Value	\$336,893	
Ratio of Market Value to Book Value		100.00%
 <u>ENDING VALUE - June 30, 2012</u>		
Market Value	\$327,968	
Book Value	\$327,961	
Ratio of Market Value to Book Value		100.00%

CITY OF SHERMAN, TX
CO Debt Proceeds
Quarter To Date Investment Transaction Report
As of June 30, 2012

PURCHASES

There were no purchases during the period.

MATURITIES

There were no maturities during the period.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. D.4

*** OTHER BUSINESS**

**Consider Calling a Special Meeting of the City Council for Tuesday, September 4, 2012,
due to Conflict with a Federal Holiday**

Issue

To consider calling a special meeting of the City Council for 5:00 p.m. on Tuesday, September 4, 2012, to make up for the first regular meeting in September, which falls on the Federal Holiday of Labor Day

Background

The City Charter provides that City Council regular meetings shall fall “on the first and third Mondays of each month, excluding holidays, at its discretion.” The regular date for the Council’s first meeting in September is Monday, September 3rd, a Federal Holiday to celebrate Labor Day. This day is an officially recognized holiday for City of Sherman employees and is traditionally respected by not holding regular City Council meetings on this Federal Holiday. While the Charter provision does not require the City Council to meet on a Federal Holiday, neither does it establish a make up date, which would be done by a motion and order with a 72-hour public notice.

Origination

City Manager’s Office

Financial Consideration

There is no financial impact to be considered.

Staff Recommendation

It is recommended that the City Council call a special City Council meeting for 5:00 p.m. on Tuesday, September 4th.

Alternatives

No alternative is recommended, since the first meeting in September is necessary in the process to set the property tax rate.

Attachments

None

Prepared and Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. D.5

OTHER BUSINESS

Consider Scheduling a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for 12:00 noon on Friday, September 21, 2012, to Review and Approve SEDCO's Annual Budget and Work Plan

Issue

To consider scheduling a joint meeting of the City Council and the Sherman Economic Development Corporation (SEDCO) Board of Directors for 12:00 noon on Friday, September 21, 2012, to review and approve SEDCO's annual budget and work plan

Background

The SEDCO Bylaws require an annual meeting of their Board of Directors with the City Council. Topics for consideration are (1) SEDCO's annual budget and (2) SEDCO's work plan for the upcoming 2012-2013 fiscal year.

Origination

SEDCO President Scott Connell

Financial Consideration

Annual budget for SEDCO after review and consideration by the City Council

Staff Recommendation

It is recommended that the City Council schedule a joint meeting with the SEDCO Board of Directors for 12:00 noon on Friday, September 21st in the City Council Chambers.

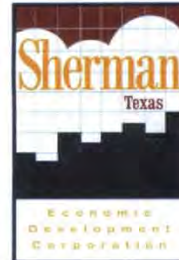
Alternatives

An alternate meeting date that is acceptable to the SEDCO Board is Thursday, September 20th.

Attachments

SEDCO President's request for the annual joint meeting

Prepared and Approved by:
George Olson, City Manager



July 30, 2012

Mr. George Olson
City Manager
City of Sherman
220 W. Mulberry St.
Sherman, Texas 75090

Dear George:

According to the Bylaws of Sherman Economic Development Corporation, we are required to present a proposed annual work plan and proposed budget to City Council for approval. Historically, the SEDCO Board of Directors and the Sherman City Council have conducted a joint meeting to discuss these items.

We request the City Council establish a meeting for a presentation of the SEDCO work plan and budget for Friday, September 21 at 12 noon or as an alternative Thursday, September 20.

Thank you for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "S. Connell".

Scott Connell
President



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. D.6

*** OTHER BUSINESS**

Final Plat Approval of the TED Holdings Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 2.26 acres in the James Achison Survey, Abstract No. 21; TED Holdings, Deborah Estes, President, Owner; Sartin & Associates, Inc., Surveyors (1162 Plainview Road)

Issue

To consider Final Plat approval of the TED Holdings Addition in the City of Sherman's Extra Territorial Jurisdiction (ETJ) located at 1162 Plainview Road, being 2.26 acres in the James Achison Survey, Abstract No. 21

Background

The property is located at 1162 Plainview Road, at the intersection of Kreager Road and Plainview Road off of North Travis Street, in the City of Sherman's ETJ. The owner would like to plat the property into one lot to sell the existing building on the lot.

Origination

TED Holdings, Deborah Estes, President (Owner) and Sartin & Associates, Inc. (Surveyors)

Board Recommendation

At the July 17, 2012 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



1162 Plainview Road

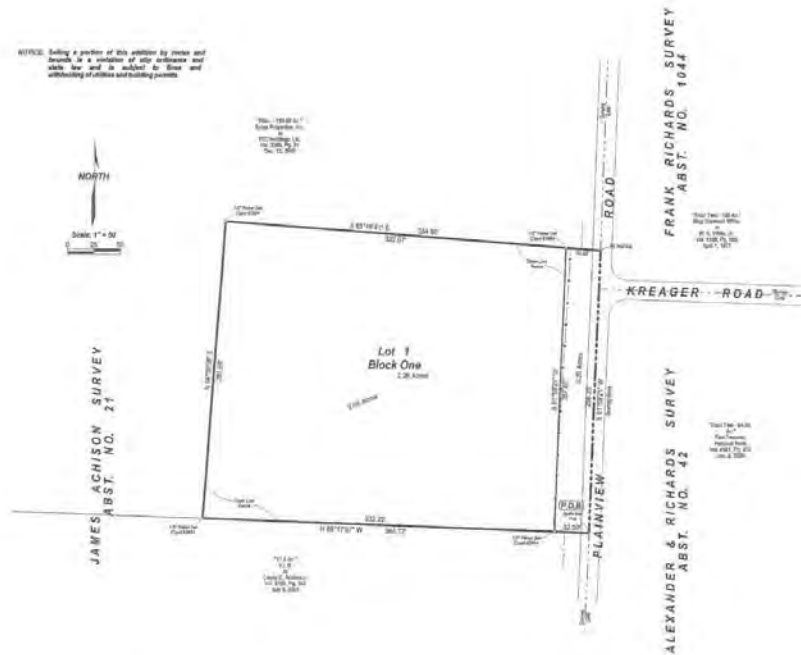
City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 309 feet

NOTE: Being a portion of this addition by street and blocks is a violation of the ordinance and shall be and is subject to fine and abatement of utilities and building permits.



TED HOLDINGS ADDITION
to the
CITY of SHERMAN, TEXAS
being 2.26 Acres
out of
JAMES ACHISON SURVEY ABST. NO. 21

Owner & Developer
TED Holdings, Ltd
Deborah G. Estes, President
P.O. Box 1481
Sherman, Texas 75091



SARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
200 E. 10th, P.O. Box 9001 Sherman, Texas 75091-1001
Ph: (972) 944-0001 Fax: (972) 944-0002 Email: msartin@sartinsurvey.com

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
July 17, 2012
Lawrence Davis, Chairman

Don Hicks, Vice-Chairman
Darren Tankersley, Commissioner
Richard Barber, Commissioner
Ryan Michael Kreck, Commissioner

Brad Morgan, Commissioner
Ron Barton, Commissioner
Joe Gilbert, Commissioner
Sam Thorpe, Commissioner

1162 Plainview Road
Ted Holdings Addition
Preliminary and Final Plat

Requested Action/Proposed Use:

Approval of the Preliminary and Final Plat of the Ted Holdings Addition.

Background:

This is a preliminary and final plat for property currently in our Extra-Territorial Jurisdiction (ETJ).

Adjacent Zoning:

Single Family Residential

Origination:

TED Holdings, Deborah Estes, President (Owner) and Sartin and Associates, Inc. (Surveyors)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Attachments:

Location map
Photographs
Preliminary Plat
Staff Review Letter

Prepared by:
Lisa Whitfield,
Engineering & Developmental Coordinator

Approved by:
Scott Shadden,
Director of Developmental Services

**STAFF REVIEW LETTER**

July 10, 2012

TED Holdings
Deborah Estes, President
901 Bentbrook
Sherman, TX 75092

Dear Applicants,

The request for approval of a Preliminary and Final Plat for the Ted Holdings Addition located at 1162 Plainview Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 17, 2012 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:

Preliminary Plat:

1. Platting of the property is required.
2. The water easement recorded in Volume 4931, Page 713 shall be shown.
3. Detention in accordance with City criteria is required at the time of development.
4. A utility, drainage and grading plan shall be provided to the City of Sherman Engineering Department for review and approval in conjunction with the development of the property.
5. The 32.50' notation shall be noted as being a 32.50' Right-of-Way dedication.
6. A 20' drainage and utility perimeter easement shall be shown.
7. The width of the pavement for Plainview Road shall be shown.
8. Grayson County shall review the preliminary plat for additional changes and fees.
9. Any other changes made to the preliminary plat 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.

Final Plat:

1. Letters from the various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. "Final Plat" shall be shown above the subdivision name.
4. The water easement recorded in Volume 4931, Page 713 shall be shown.
5. Detention in accordance with City criteria is required at the time of development.
6. A utility, drainage and grading plan shall be provided to the City of Sherman Engineering Department for review and approval in conjunction with the development of the property.
7. The 32.50' notation shall be noted as being a 32.50' Right-of-Way dedication.

8. A 20' drainage and utility perimeter easement shall be shown.
9. Grayson County shall review the final plat for additional changes and fees.
10. The width of the pavement for Plainview Road shall be shown.
11. Chain Link Fence notations shall be removed.
12. Any other changes made to the final plat 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.

Grayson County Comments:

1. General notes should indicate Plainview Road is a public road and is maintained by Grayson County.
2. Land Use is to be indicated.
3. Verify the suitability of an on-site sewage facility on the lot prepared by a licensed Site Evaluator.
4. A letter from utility providers certifying they will provide utilities to the lot.
5. A completed preliminary plat application and a preliminary plat review fee of \$400.00 is payable to Grayson County.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Lisa Whitfield, Engineering and Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,



Clay Barnett
City Engineer

cc: George Olson, City Manager
Brandon Shelby, City Attorney
Nathan Huffman, Fire Marshal
Don Keene, Dir. of Public Works
Sartin & Associates Survey Company, P.O. Box 1843, Sherman, Texas 75091

Scott Shadden, Director of Development Services
Mark Gibson, Dir. of Engineering & Utilities
Lisa Whitfield, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. D.7

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. D.8

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. D.9

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

**Section 551.071 Consultation with City Attorney Concerning Pending
or Contemplated Litigation:
(a) Receive the City Attorney’s Briefing on Pending
Litigation**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. F.1

OPEN MEETING

**Reconvene into Open Meeting and consider action, if any,
on items discussed in Executive Session**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 8-6-2012

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2012

CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

01/02/12 - January 2nd Council meeting cancelled
01/16/12 - M.L.K., Jr. Birthday / Regular Council Meeting
02/20/12 - Washington's Birthday / Regular Council Meeting
04/02/12 - April 2nd Council meeting cancelled
04/20/12 - 12 Noon Budget Planning Meeting in Council Chambers
06/21-22/12 - Budget Workshop in Council Chambers
(06/22/12 Budget Workshop date unnecessary)
06/25/12 - 12 Noon Called Meeting for Annexation Ordinance
(71.671 acres on Washington Street)
07/02/12 - July 2nd Council meeting cancelled

09/03/12 - Labor Day / Called Council Meeting on 09/04/12
09/21/12 - Proposed Called Joint Meeting with SEDCO Board
11/06/12 - City Council Election
11/14/12 - Proposed Called Meeting to Canvass Election Results