

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, AUGUST 4, 2014
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY MAYOR CAROLYN S. WACKER**
- A. 3. INVOCATION BY MAYOR CAROLYN S. WACKER**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JULY 21, 2014**

Public Hearing

- B. 1. INTRODUCTION AND FIRST PUBLIC HEARING OF ORDINANCE NO. 5822**
Providing for the Appropriation of Funds for Operating and Capital Expenditures for the Fiscal Year beginning October 1, 2014, and ending September 30, 2015

Close Public Hearing and Consider the Consent Agenda

- B. 2. 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. 5870**
Awarding a Bid to and Authorizing Execution of a Contract with Mid-Continental Restoration Company, Inc. based on an Invitation to Bid for Municipal Building Exterior Restoration
- C. 2. * RESOLUTION NO. 5871**
Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 822 North East Street

- C. 3. *** RESOLUTION NO. 5872**
Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 110 North Colbert Avenue

Other Business

- D. 1. *** OTHER BUSINESS**
Consider Calling a Special Meeting of the City Council for Tuesday, September 2, 2014, due to Conflict with a Federal Holiday
- D. 2. **OTHER BUSINESS**
Review Draft Capital Improvement Program (CIP) 2014-2019 and Set Public Hearing for Tuesday, September 2, 2014
- D. 3. **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 Tuesday, September 16, 2014, to Review and Approve SEDCO's Annual Budget and Work Plan
- D. 4. *** OTHER BUSINESS**
Consider Request from the United States District Court for the Eastern District of Texas to Temporarily Close Certain Streets for a Naming Ceremony for the "Paul Brown United States Courthouse" on Wednesday, October 22, 2014
- D. 5. *** OTHER BUSINESS**
Consider Request of the Sherman High School's Band Program to Temporarily Close Certain Streets for a "Band on the Run" 5K and 1 Mile Fun Run on Saturday, March 7, 2015, with a Rain Date of Saturday, March 14, 2015
- D. 6. *** OTHER BUSINESS**
Consider Request of Dignity Radio Groups 93.1 Katy Country, 97.5 KLAK and 102.5 MADROCK to Temporarily Close Certain Streets for a "5K Radio Run" on Saturday, March 28, 2015
- E. **CITIZEN REQUESTS**
- F. **MEDIA QUESTIONS**
- G. **COUNCIL COMMENTS**

Executive Session

H. 1. EXECUTIVE SESSION

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

Section 551.074

Personnel Matters

(a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:

(1) Greater Texoma Utility Authority Board of Directors (1)

The Council reconvenes into General Session

I. 1. OPEN MEETING

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

J. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on July 31, 2014 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 31st day of July, 2014
City of Sherman, Texas

City Clerk

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

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

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

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

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

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

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

Mayor

Carolyn S. Wacker

Deputy Mayor

Robert G. Softly

Council Members

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

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

Lawrence Davis, Council – District #1

Robert G. Softly, Council – District #2

Tom Watt, Council – District #3

David Plyler, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 08/04/2014

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JULY 21, 2014

Attachments

July 21, 2014

Police Department Update

STATE OF TEXAS

§

July 21, 2014

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 21, 2014.

MEMBERS PRESENT:

MAYOR CARY WACKER; DEPUTY MAYOR ROBERT
SOFTLY.
COUNCIL MEMBERS DAVIS, JOHNSON, PLYLER, SOFEY,
WATT.

MEMBERS ABSENT:

NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council (Budget Workshop) Meeting of June 18, 2014 and the Regular City Council Meeting of July 7, 2014. Deputy Mayor Softly moved to approve the Minutes as presented; Second by Council Member Sofey. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

**RESOLUTION NO. 5866 – RELATING TO GREATER TEXOMA
UTILITY AUTHORITY CONTRACT REVENUE BONDS,
SERIES 2014 (CITY OF SHERMAN PROJECT), APPROVING
THE ISSUANCE THEREOF AND THE FACILITIES TO BE
CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY FOR
THE BENEFIT OF THE CITY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2014 (CITY OF SHERMAN PROJECT), APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY FOR THE BENEFIT OF THE CITY.

RES 5866
GTUA BONDS
FOR WWTP
IMPROVEMENTS

Drew Satterwhite, Greater Texoma Utility Authority General Manager, said the proposed \$1.78 million will be used for the construction of the Ultraviolet Disinfection facilities at the Wastewater Treatment Plant and the Eastside Outfall Sewer improvements.

COUNCIL MINUTES – JULY 21, 2014

These bonds will be sold through the Texas Water Development Board's Clean Water State Revolving Fund Program, which offers a 1.25% below interest rate advantage. The rate received is 2.11%, which is very attractive.

ACTION TAKEN.

Motion by Council Member Watt to approve Resolution No. 5866, as presented. Second by Council Member Sofey.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5867 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH FELIX CONSTRUCTION COMPANY FOR INSTALLATION OF THE ULTRAVIOLET (UV) DISINFECTION EQUIPMENT AT THE WASTEWATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH FELIX CONSTRUCTION COMPANY FOR INSTALLATION OF THE ULTRAVIOLET (UV) DISINFECTION EQUIPMENT AT THE WASTEWATER TREATMENT PLANT.

CONSENT AGENDA.

RES 5867
UV DISINFECTION
AT WWTP

RESOLUTION NO. 5868 – APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH PC CONTRACTORS, LLC FOR CONSTRUCTION OF SAND CREEK SEWER NORTH BRANCH (289 SEWER)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH PC CONTRACTORS, LLC FOR CONSTRUCTION OF SAND CREEK SEWER NORTH BRANCH (289 SEWER).

CONSENT AGENDA.

RES 5868
SAND CREEK SEWER
NORTH BRANCH
(289 SEWER)

RESOLUTION NO. 5869 – AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE SHERMAN INDUSTRIAL PARK REPLACEMENT SEWER

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 SHERMAN INDUSTRIAL PARK REPLACEMENT SEWER.

CONSENT AGENDA.

RES 5869
SHERMAN INDUSTRIAL
PARK REPLACEMENT
SEWER

REQUEST TO ADVERTISE TWO-WAY RADIO AND EARLY WARNING SIREN MAINTENANCE

The City Council approved the request to advertise for parts replacement, repairs and maintenance for in-vehicle two-way radios and the early warning siren system. The contract would cover the radios for the Police, Fire, and Public Works

REQ TO ADVERTISE
RADIO & EARLY
WARNING SIREN
MAINTENANCE

vehicles, as well as maintenance on the early warning siren system for Emergency Management.

CONSENT AGENDA.

OTHER BUSINESS

**RECEIVE POLICE CHIEF OTIS HENRY'S DEPARTMENT
ACTIVITY UPDATE**

**POLICE DEPT.
ACTIVITY UPDATE**

Otis Henry, Police Chief, presented an update on the Department's activities. There were four success areas that he addressed including recruiting, an audit from the Texas Commission on Law Enforcement, the Uniform Crime Reports, and property and evidence.

To enhance recruiting, the Department expanded the advertising and the recruiting area, they reduced the paperwork and implemented an online application, they modified eligibility requirements, and implemented a lateral entry program.

At the first entry level test since the changes, they had 149 applicants, with 93 actually taking the test. As of today, Chief Henry said they have hired seven officers and the top four were already certified. Three others started at the Police Academy today and the two remaining positions should be filled shortly.

At the request of the Department, the Texas Commission on Law Enforcement completed an audit of the Police Department records. Overall the audit said the Department kept excellent records and utilized excellent organizational skills. He recognized Jarena Capps, Administrative Coordinator, for her work with the records.

Chief Henry said intelligence led policing is the basis for the Department's philosophy on policing. Through a strategic analysis of crime in the area, they determined which crimes were occurring more frequently, which costs them the most work, which ones offered the criminals the greatest opportunity, and which ones gave them the best opportunity to be proactive.

By using the Uniform Crime Reports, they looked for places that would attract criminals and give them the best opportunity to thwart.

The Retail Theft Initiative began in 2006 where the Department partnered with local retailers to obtain data to target prolific offenders. In December 2013, the Holiday Safe Shopper program was initiated. That month there were 66 total thefts, which was the lowest number of thefts in December since 2006.

Chief Henry said the philosophy is that a criminal that is shoplifting is the same criminal that is burglarizing cars, committing forgery with stolen checks, and burglarizing homes. Therefore, when the Retail Theft Initiative began,

there was a corresponding drop in other crimes too. He displayed a graph tracking drops in the other UCR crimes for the same years.

Chief Henry said the property and evidence area stores criminal evidence, such as drugs, weapons, currency, and jewelry, as well as found and abandoned items. This property and evidence must be managed and controlled with a chain of custody, which increases the chances of successful prosecution and conviction of suspects. The items must also be retained and retrieved in the same condition in which they were received.

He displayed photographs of two of four property and evidence rooms at the Police Department. Items are categorized and stored in order. He recognized Joanna Curry, Records and Municipal Court Supervisor, and her staff, for their work with the property and evidence.

In 2009, an audit was held by a State recognized property and evidence consultant. The same consultant returned for a second audit in March 2014. The consultant checked 1,200 to 1,500 pieces of evidence to make sure it was categorized, checked in, and stored correctly.

After some “housekeeping” issues, the report stated it was a “well managed property room” with “no areas of concern pertaining to tampering or mishandling of evidence.”

Chief Henry said all the good work that has been done is from the cumulative efforts of the outstanding men and women at the Police Department.

Mayor Wacker thanked Chief Henry for the report saying they are proud of the Police Department and all the public safety employees.

REVIEW 2014-2015 DRAFT BUDGET

DRAFT BUDGET

Mayor Wacker said this has been the most thorough budget process the City has ever had and she said she felt good about the issues the staff has brought forth and felt the Council has looked at these needs, in-depth.

Mayor Wacker said “this budget will raise more total property taxes than last year’s budget by \$992,000 and 13%, and of that amount \$353,400 is revenue to be raised from new property to be added to the roll this year.”

Robby Hefton, Assistant City Manager/CFO, said this is the same budget that was presented at the budget workshop, and has a little over \$65 million in appropriations for the upcoming year. It also takes into consideration the direction given by the City Council at the budget workshop.

If the Council is okay with what was presented, he asked for a motion to bring this budget back at the August 4, 2014

COUNCIL MINUTES – JULY 21, 2014

Council Meeting in the form of a draft ordinance. Mayor Wacker confirmed that there will be two public hearings on the budget and two on the tax rate.

Mr. Hefton added that the City received numbers today from the Grayson Appraisal District about the certified totals. The numbers came in “right at” what was projected, so there are no surprises.

ACTION TAKEN.

Motion by Deputy Mayor Softly to bring back the Draft Budget as an Ordinance at the August 4, 2014 City Council Meeting, as presented. Second by Council Member Plyler.

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

VOTING NAY: None.

MOTION CARRIED.

DISCUSSION OF THE PROPOSED TAX RATE FOR FISCAL YEAR 2014-2015 AND SCHEDULING PUBLIC HEARINGS FOR THE BUDGET AND PROPOSED TAX RATE

**PROPOSED
TAX RATE**

Mr. Hefton said there will be a series of meetings, beginning with the next Council Meeting on August 4, 2014, with two public hearings on the budget and two on the tax rate ordinance. He outlined the schedule of meetings.

ACTION TAKEN.

Motion by Deputy Mayor Softly to propose a tax rate of thirty-seven point two cents per hundred valuation for the upcoming budget year and to set public hearings on this proposal as presented. Second by Council Member Watt.

VOTING AYE: Wacker, Johnson, Plyler, Sofey, Softly, Watt.

VOTING NAY: Davis.

MOTION CARRIED.

Mayor Wacker said that even with the 2.4 cent tax increase, Sherman is still well-below the tax rate of several years ago and remains the second lowest tax rate of peer cities in Texas, with a population between 30,000 and 50,000.

During the last five to six years during the economic downturn, the City has worked hard to be very lean and efficient and to deliver services with lower staffing levels and more efficiency. She added that she is proud of what the City workers do and the level of service that is given back to the citizens.

APPROVE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED JUNE 30, 2014

**QUARTERLY
INVESTMENT
REPORT**

The City Council approved the Quarterly Investment Report for the quarter ended June 30, 2014.

As of June 30, 2014, the portfolio was in compliance with applicable State laws and the Investment Policy. The Operating investment portfolio had a book value of about

\$15.5 million, a decrease of about \$1.3 million from the prior quarter of \$16.8 million, due to seasonally slowing property tax collections during this period.

This portfolio is appropriately liquid; and its weighted-average maturity was about 442 days, up from 425 days last period, because of securities purchased during the quarter. The portfolio yield of 0.42% for the quarter is higher than the benchmark yield of 0.11%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

CONSENT AGENDA.

CONSIDER REQUEST OF UNITED WAY OF GRAYSON COUNTY TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "UNITED WAY HUSTLE FOR HEALTH" ON SATURDAY, AUGUST 16, 2014

The City Council approved the temporary closing of certain streets for the "United Way Hustle for Health" on Saturday, August 16, 2014. The event, sponsored by United Way, begins at 7:00 a.m. and will include a 5K and Fun Run that starts at 8:00 a.m. The street closures will require traffic control assistance, barricades, and cones from the City of Sherman.

CONSENT AGENDA.

CLOSE STREETS FOR
UNITED WAY EVENT

CONSIDER REQUEST OF THE CRISIS CENTER OF GRAYSON COUNTY TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "SEEDS OF HOPE MOONLIGHT 5K & FUN RUN" ON SATURDAY, SEPTEMBER 6, 2014

The City Council approved the temporary closing of certain streets for the "Seeds of Hope Moonlight 5K & Fun Run" on Saturday, September 6, 2014. The event, sponsored by the Crisis Center of Grayson County, includes a night run that will begin at 8:00 p.m. The event will also include a live band, vendor booths, and other activities around the Grayson County Courthouse.

The Crisis Center plans to apply for an alcohol permit from the Texas Alcohol Beverage Commission to provide free beer to participants after the race. The event will require traffic control assistance, barricades, and cones from the City of Sherman.

CLOSE STREETS FOR
CRISIS CENTER
EVENT

The Police Department has safety concerns for the participants since the 5K event takes place after dark. Brockett Street can be a busy street, intersecting with numerous other streets along the run route.

Organizers of the event will have approximately 50 volunteers to help at the intersections with traffic concerns. They have also agreed to hire six off-duty police officers to perform traffic control and minimize the risk involved. The Police Department will provide two patrol vehicles and use their utility vehicles for added safety.

CONSENT AGENDA.

CITIZENS REQUESTS

NEED FOR YMCA IN SHERMAN

**NEED FOR YMCA
IN SHERMAN**

Renee Griffin, 2416 N. Lockhart, addressed the Council about the lack of youth activities and programming in Sherman. Over the last several years, Sherman has lost the bowling alley, putt-putt golf, go-carts, and indoor laser tag, and there's not much left for the youth to do.

She said programs such as the YMCA develop a stronger community where youth can grow and succeed. Sherman does have the Boys and Girls Club, but they have limited hours of operation and are not open in the evenings. The YMCA in McKinney is open later hours and on the weekends, to allow families to participate in activities together.

She said arrests for juvenile crime peaks between the hours of 2:00 p.m. and 6:00 p.m. and there is a need for positive activities to reduce alcohol and drug abuse.

Ms. Griffin also expressed concern about juvenile obesity in Texas. The YMCA offers many activities to combat obesity through fun and physical activity, and also improves academic achievements.

She added that currently there are no new YMCA's being formed, however now is the time to plan for the future and bring the YMCA to Sherman in a long-term community planning goal. She addressed possible funding methods for the facility, which would provide a safe and secure environment for local youth.

Mayor Wacker thanked Ms. Griffin for bringing the issue forward. She said that the City's Parks and Recreation Department also has many programs available to Sherman youth. Ms. Griffin was aware of the programs adding that she was very excited by all the activities offered through the City. She still felt there was a large gap for activities and entertainment for youth.

Mayor Wacker asked her to send any information to the City Manager, saying he would forward it to the Council Members. Council Member Watt confirmed that Ms. Griffin said the Boys and Girls Club's hours are restricted, but not that it would promote juvenile delinquency.

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

POLICE DEPARTMENT UPDATE

Council Member Sofey said he appreciated Chief Henry's presentation and was pleased that some of the open positions were being filled.

**POLICE DEPT.
UPDATE**

WEATHER

Deputy Mayor Softly said he appreciated the nice weather in Sherman recently.

WEATHER

SOFTBALL TOURNAMENT

Council Member Plyler said he heard good things about the Under 10 Softball Tournament that was recently held in Sherman. He thanked the City staff for their hard work.

**SOFTBALL
TOURNAMENT**

SOFTBALL TOURNAMENT

Council Member Johnson thanked the City staff and the Parks and Recreation Department for hosting a great tournament. He felt that the beautiful weather made a great statement for the Sherman community.

**SOFTBALL
TOURNAMENT**

POLICE DEPARTMENT UPDATE

Council Member Davis commended Chief Henry for his leadership and organization at the Police Department.

**POLICE DEPT.
UPDATE**

SOFTBALL TOURNAMENT

Mayor Wacker said Sherman was proud to host the recent softball tournament and hoped it was the first of many tournaments.

**SOFTBALL
TOURNAMENT**

GREATER TEXOMA UTILITY AUTHORITY BONDS

Mayor Wacker thanked Mr. Satterwhite and GTUA for always being a good partner to Sherman and for finding those programs and the rates that help save significant money which translates to good rates for the rate payers or water users.

GTUA BONDS

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

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

EXECUTIVE SESSION

SECTION 551.074

**PERSONNEL MATTERS
CONSIDER THE
QUALIFICATIONS, APPOINTMENT
AND REMOVAL OF MEMBERS TO
BOARDS AND COMMISSIONS:**

**PLANNING AND ZONING
COMMISSION (2)**

**MEALS ON WHEELS OF TEXOMA
BOARD OF DIRECTORS (1)**

**TEXOMA COMMUNITY CENTER
BOARD OF DIRECTORS**

(FORMERLY MHMR SERVICES OF
TEXOMA) (1)

SECTION 551.087

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

On Motion duly made and carried, the Open Meeting
recessed and reconvened in Executive Session at 5:34 p.m.

On Motion duly made and carried, the Executive Session
recessed at 6:22 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS

PLANNING AND ZONING COMMISSION (2)

ACTION TAKEN.

Motion by Council Member Sofey to appoint Sean
Vanderveer to the Planning and Zoning Commission to
fill an unexpired term from July 22, 2014 to November 8,
2014 and to appoint Chris Vellotti for a term from July
22, 2014 to July 22, 2017. Second by Council Member
Watt.

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

VOTING NAY: None.

MOTION CARRIED.

PLANNING &
ZONING COMMISSION

MEALS ON WHEELS OF TEXOMA BOARD OF DIRECTORS
(1)

ACTION TAKEN.

Motion by Council Member Johnson to appoint David
Plyler to the Meals on Wheels of Texoma Board of
Directors for a term from September 30, 2014 to
September 30, 2016. Second by Deputy Mayor Softly.

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

VOTING NAY: None.

MOTION CARRIED.

MEALS ON WHEELS
OF TEXOMA BOARD
OF DIRECTORS

TEXOMA COMMUNITY CENTER BOARD OF DIRECTORS
(FORMERLY MHMR SERVICES OF TEXOMA) (1)

ACTION TAKEN.

Motion by Council Member Watt to reappoint Margie
Morris to the Texoma Community Center Board of
Directors for a term from September 1, 2014 to August
31, 2016. Second by Council Member Johnson.

TEXOMA COMMUNITY
CENTER BOARD
OF DIRECTORS

COUNCIL MINUTES – JULY 21, 2014

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

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:26 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN ***POLICE*** ***TEXAS***

Activity Update

July 21, 2014

SUCCESSSES

- Recruiting
- Texas Commission on Law Enforcement Audit
- Uniform Crime Reports (UCR)
- Property and Evidence

Recruiting

STRATEGIES RECAP

Expanded Advertising and Recruiting

Reduced Initial Paperwork/Online Application

Modified Eligibility Requirements

Lateral Entry Program

Recruiting

January, 2014 - began our campaign

April 19th – entry level testing

149 Applied

93 Tested/Physical Ability

43 Backgrounds

RESULTS

1. Cortnie Webb	Certified
2. Jonathan Harris	Certified
3. Kent Stoy	Certified
4. Spencer Gerhart	Certified
5. Andrew Dutton	Police Academy
6. Gerald Anglin	Police Academy
7. Zachary Shaver	Police Academy
8. Vacant	processing
9. Vacant	processing

Texas Commission On Law Enforcement (TCOLE)

July 2013 Audit

TCOLE: State Regulatory Agency
 Establish/Enforce Standards
 Training/Licensing of Peace Officers
 and Telecommunications

- Results of our 2- day audit:
 - Kept excellent records
 - Excellent organizational skills

Intelligence Led Policing

- Most Frequent
- Most Work
- Most Criminal Opportunity
- Most Opportunity to be Proactive

HUNTING!

Intelligence Led Policing



Uniform Crime Reports (UCR)

- Est. in 1929 by the *International Association of Chiefs of Police* to meet the need for reliable uniform crime statistics for the nation.
- Data is received from over 18,000 city, university/college, county, state, tribal, and federal law enforcement agencies
- FBI is tasked with collecting, publishing, and archiving those statistics.

UCR Crimes

Murder

Burglary

Rape

Larceny

Robbery

Motor Vehicle Theft

Aggravated Assault

RETAIL THEFT INITIATIVE

Partnerships With Local Retailers

Targeting of Prolific Offenders

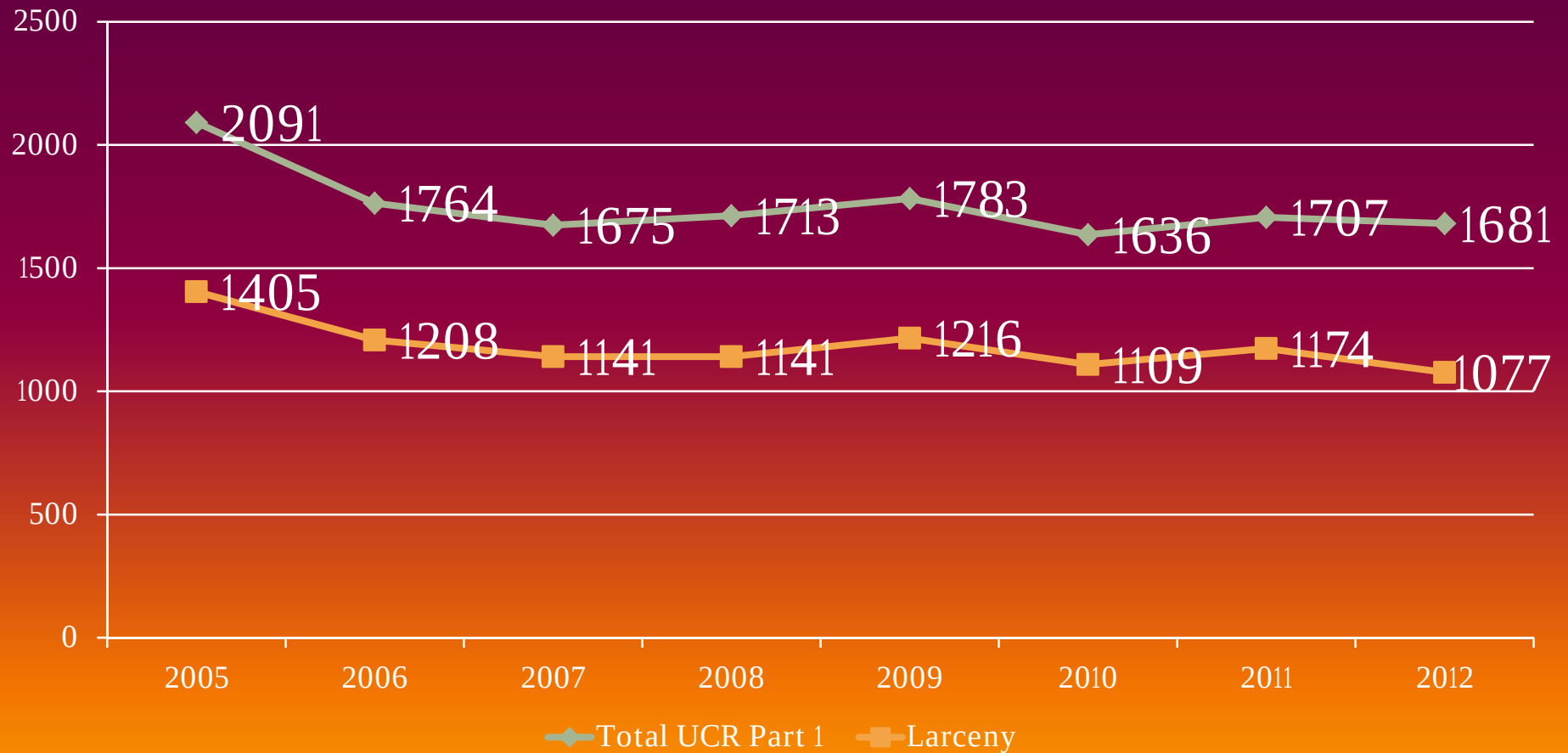
Holiday Safe Shopper – 66 total thefts

December								
	2006	2007	2008	2009	2010	2011	2012	2013
Theft	80	69	82	93	73	100	91	66

A Criminal...is a Criminal...is a Criminal...!!

What we found?

Effect of Larceny Reduction



UCR Crimes: Murder , Rape, Robbery, Agg. Assault, Burglary, Larceny, Motor Vehicle Theft

Property and Evidence

Storage of : Criminal Evidence

Drugs, Weapons, Currency, Jewelry,

Property

Found/Abandoned

Management and Control

Chain of Custody

Retention and Retrieval

Successful Prosecution

Examples of What We Don't Want



Examples of What We Don't Want



Examples of What We Don't Want



Sherman PD Evidence Storage



Sherman PD Evidence Storage



AUDIT

PD Initiated

March 2014

State Recognized Property & Evidence Consultant

Audit Report:

“Well Managed Property Room”

“Outstanding Organization of the Weapons Area”

“No Areas of Concern Pertaining to Tampering or Mishandling of Evidence”

“So Impressed with the Improvements...Since 2009 Audit”

SUCCESSSES

- Recruiting
- Uniform Crime Reports (UCR)
- Property and Evidence
- Texas Commission on Law Enforcement Audit
- *Cumulative Efforts of the Outstanding Men and Women Who Work at Your Police Department*





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 08/04/2014

Prepared By: Robby Hefton, Assistant City Manager/CFO

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND FIRST PUBLIC HEARING OF ORDINANCE NO. 5822

Providing for the Appropriation of Funds for Operating and Capital Expenditures for the Fiscal Year beginning October 1, 2014, and ending September 30, 2015

Issue:

To introduce and open the first public hearing on the proposed budget for the 2014-2015 fiscal year

Background:

The proposed budget reflects the direction given by the Council at the recent Budget Workshop held on June 18, 2014, and is focused on continuing to provide essential services at current levels. The budget contains about \$65.6 million in appropriations, which is about \$6.0 million higher than the prior year's original budget of \$59.6 million, due primarily to an increase in fleet and capital spending. Staffing levels for full-time positions remain unchanged at 408; and fund balances for the General and Utility Funds are within targeted ranges of 70-80 days, while the fund balance for the Solid Waste Fund is about 65 days. In accordance with the discussions at the Budget Workshop, the draft budget projects to raise about \$31.7 million in total General Fund revenues, which will require a property tax rate of \$.372/\$100 and leaves water/sewer and solid waste rates unchanged. More detailed information is available on the attachments.

"This budget will raise more total property taxes than last year's budget by \$992,000 and 13%, and of that amount \$424,000 is revenue to be raised from new property to be added to the roll this year."

Origination:

Assistant City Manager/Chief Financial Officer

Financial Consideration:

The proposed budget contains appropriations of \$65.6 million for the 2014-2015 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 will be held at the August 18th 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. 5822

Budget Narrative

Proposed Budget for FY 2014-2015

ORDINANCE NO. 5822

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, 2014, AND ENDING SEPTEMBER 30, 2015; 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, 2014, and ending September 30, 2015.

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, 2014, and ending September 30, 2015.

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 _____, 2014.

ADOPTED on this the _____ day of _____, 2014.

EFFECTIVE DATE on this the _____ day of _____, 2014.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
LINDA ASHBY, CITY CLERK

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

This budget will raise more total property taxes than last year's budget by \$992,000 and 13.0%, and of that amount \$424,000 is revenue to be raised from new property to be added to the roll this year.

**PROPOSED BUDGET FOR THE CITY OF SHERMAN
FOR FISCAL YEAR 2015
July 1, 2014**

SUMMARY

The attached proposed budget for FY2015 is based on the direction provided by the City Council at the budget workshop that was held on June 18, 2014.

The proposed budget funds basic operations and begins to address the need to stabilize the budget for the long-term. To this end several measures will be taken, including an increase in the property tax rate, and funding for an across-the-board wage increase for employees, ongoing fleet replacements, street maintenance, capital projects, police department staffing, succession planning, and maintenance of fund balances at targeted levels.

Appropriations for FY2015 total about \$65.6 million, of which \$5.9 million is earmarked for capital spending. This budget is about \$6.0 million more than original FY2014 budget, primarily from an increase in capital spending and utility fund debt service.

Total budgeted full-time positions in the proposed budget are 408, the same staffing level as FY2014.

GENERAL FUND

The **General Fund** is unbalanced for FY2015 partly due to the appropriation of some one-time sales tax revenue from a recently completed large construction project. Ongoing, the General Fund is still unbalanced. To achieve ongoing balancing, the City has begun a multi-year process of stabilizing revenues to adequately fund basic services and to fund the projects that are needed to meet the growing needs of the community. An increase in the property tax rate is proposed for additional revenue. Sales tax is expected to be lower than FY2014 due to the one time payments received in FY2014 from the construction project. Ongoing, the sales tax revenue base is expected to increase slightly. Franchise fees from electricity and gas utilities were also up during FY2014 due to the extremely cold winter. These revenues are also expected to be back down to normal levels for FY2015. Fund balance is projected to be \$6.8 million or 78 days at the end of FY2015.

UTILITY FUND

For the budget year 2015, the **Utility Fund** is balanced on an ongoing basis. A non-recurring transfer to the General Fund is budgeted to aid the General Fund while the multi-year plan to stabilize revenues in that fund is implemented. Additional debt service has been budgeted in anticipation of the water treatment plant expansion. Remaining fund balance at the end of 2015 is projected to be in line with targeted levels with about \$4.2 million, or about 71 days of operating expenses.

SOLID WASTE FUND

The **Solid Waste Fund** is balanced on an on-going basis but ending balances are projected to decline because of an unusually large amount of capital expenditures needed in FY2015 that were deferred in prior years. Fund balances in this fund are expected to be \$1.0 million, or 65 days of operating funds available at the end of FY2015.

CAPITAL IMPROVEMENT FUNDS

The proposed budget of about \$3.4 million in the **General Improvement Fund** consists of funding for the completion of the 4-year street maintenance program, restoration and repair of the exterior of the Municipal Building, erosion repair on Hunt Street, and repairs to various fire stations. Sherman Economic Development Corporation will fund GIS system improvements and a developer will fund the bridge repair at Loy Lake Road and Hwy 75. Reserves of about \$425,000 are expected at the end of FY2015.

The **Utility Improvement Fund** proposed budget consists of water tower painting and repair, and repair of the Ricketts Street water line. Utility Improvement Fund reserves will be about \$76,000 at the end of FY2015.

MAJOR IMPACTS

Property Tax Rate

In order to raise the proposed revenue of \$31.7 million in the General Fund, a total property tax rate of \$.372/\$100 valuation is proposed, which is about a 2 cent increase over the effective tax rate of \$.352351/\$100, 2.4 cents above the FY 2014 tax rate, and 0.8 cents less than the rollback rate of \$.380201/\$100. This increase is expected to generate about \$453,000 in additional revenue for the General Fund, and about \$541,000 overall to the City.

Wage Increase

The proposed budget contains a 1% increase in base salaries plus a \$500 one-time payment for employees. The cost for all funds is projected to be about \$461,000.

Staffing

A City Engineer was added in the General Fund, and a Water Quality Specialist was added in the Utility Fund to bring some water testing services in-house. The City's

tourism function has been contracted out to the Sherman Chamber of Commerce, thus eliminating the tourism director position. A position was also eliminated in the Street Department.

Fleet and Equipment

Major expenditures for this year include four police vehicles (\$161,000), two ambulances (\$243,000), an asphalt distributor and other equipment for the Street Department (\$330,000), a backhoe and dump truck for the Water Distribution Department (\$173,000), trash trucks and trailers (\$1.2 million) for the Solid Waste Fund and various other trucks and equipment totaling about \$2.3 million for all funds.

SUMMARY SCHEDULES, DETAILED FUND STATEMENTS, AND OTHER INFORMATION

The following pages include a schedule that summarizes the draft FY2015 budget, eliminating double counting for internal service funds and inter-fund transfers. Also included are statements of revenues and expenditures/expenses for each fund, a schedule of transfers, a property tax historical summary, and a debt schedule.

City of Sherman
ALL FUNDS
2014 -2015 Annual Budget

	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	\$ 8,816,055	\$ 6,729,685	\$ 295,153	\$ 544,153	\$ 2,920,707	\$ 1,455,836	\$ 575,762	\$ -	\$ 21,337,351
Revenues:									
Taxes	24,180,000	-	-	556,200	135,500	-	1,269,000	-	26,140,700
Water Sales	-	12,683,000	-	-	-	-	-	-	12,683,000
Sewer Sales	-	7,022,000	-	-	-	-	-	-	7,022,000
Solid Waste Sales	-	5,561,000	-	-	-	-	-	-	5,561,000
Other Fees for Services	3,769,345	725,500	8,985,100	878,500	-	-	-	(7,840,100)	6,518,345
Interest	50,205	23,700	515	815	9,450	75,000	770	-	160,455
Other	229,310	777,667	-	175,000	1,500,000	7,000	-	-	2,688,977
Transfers In	3,486,000	153,100	2,549,773	-	2,250,000	-	114,000	(8,552,873)	-
Total Revenues	31,714,860	26,945,967	11,535,388	1,610,515	3,894,950	82,000	1,383,770	(16,392,973)	60,774,477
Total Funds Available	40,530,915	33,675,652	11,830,541	2,154,668	6,815,657	1,537,836	1,959,532	(16,392,973)	82,111,828
Expenditures:									
Personnel	22,254,326	6,602,660	1,112,184	145,715	-	-	-	-	30,114,885
Supplies	1,479,276	1,192,136	1,177,010	546,539	-	-	-	-	4,394,961
Maintenance	1,323,810	1,835,553	792,548	186,963	-	-	-	-	4,138,874
Utilities	1,434,450	2,591,590	88,610	53,660	-	-	-	-	4,168,310
Contract Wages	212,750	126,080	6,000	-	-	-	-	-	344,830
Technology Services	553,090	104,520	10,250	-	-	-	-	(668,860)	(1,000)
Debt Service	-	5,163,079	220,229	-	-	-	1,343,089	-	6,726,397
Contractual Services	1,806,932	3,081,426	5,525,235	499,890	-	-	-	(4,327,000)	6,586,483
Vehicle Usage	1,500,840	1,339,900	-	3,500	-	-	-	(2,844,240)	-
Capital Expenses	198,632	44,900	2,449,805	33,000	5,858,815	-	-	-	8,585,152
Other	-	451,000	-	48,166	-	-	-	-	499,166
Transfers Out	2,983,615	5,455,258	-	114,000	-	-	-	(8,552,873)	-
Total Expenditures	33,747,721	27,988,102	11,381,871	1,631,433	5,858,815	-	1,343,089	(16,392,973)	65,558,058
Excess Revenues Over Expenditures	(2,032,861)	(1,042,135)	153,517	(20,918)	(1,963,865)	82,000	40,681	-	(4,783,581)
Ending Fund Balance	\$ 6,783,194	\$ 5,687,550	\$ 448,670	\$ 523,235	\$ 956,842	\$ 1,537,836	\$ 616,443	\$ -	\$ 16,553,770

City of Sherman
GENERAL FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Adjusted Budget 2013-2014	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 7,071,535	\$ 6,806,621	\$ 7,339,812	\$ 8,816,055
Revenues:				
Taxes	22,292,678	22,370,500	24,047,000	24,180,000
Other Fees for Services	3,570,377	3,918,165	3,419,750	3,769,345
Interest	19,552	55,240	46,205	50,205
Other	472,958	212,185	235,357	229,310
Transfers In	3,670,766	4,311,000	4,311,000	3,486,000
Total Revenues	30,026,331	30,867,090	32,059,312	31,714,860
Total Funds Available	37,097,866	37,673,711	39,399,124	40,530,915
Expenditures:				
Personnel	21,009,606	21,702,978	21,286,388	22,254,326
Supplies	1,369,913	1,445,191	1,361,919	1,479,276
Maintenance	1,059,014	1,408,415	1,287,165	1,323,810
Utilities	1,341,615	1,439,656	1,405,800	1,434,450
Contract Wages	166,670	231,410	238,792	212,750
Technology Services	469,156	496,870	452,080	553,090
Debt Service	69,431	-	-	-
Contractual Services	1,470,142	1,705,552	1,549,727	1,806,932
Vehicle Usage	1,329,165	1,419,140	1,414,329	1,500,840
Equipment & Buildings	325,474	269,513	257,794	198,632
Transfers Out	1,147,868	889,075	1,329,075	2,983,615
Total Expenditures	29,758,054	31,007,800	30,583,069	33,747,721
Excess Revenues over Expenditures	268,277	(140,710)	1,476,243	(2,032,861)
Ending Fund Balance	\$ 7,339,812	\$ 6,665,911	\$ 8,816,055	\$ 6,783,194

City of Sherman
ENTERPRISE FUNDS
2014 -2015 Annual Budget

	Actual 2012-2013	Adjusted Budget 2013-2014	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 8,086,872	\$ 8,520,925	\$8,445,222	\$6,729,685
Revenues:				
Water Sales	11,574,956	12,132,000	12,036,000	12,683,000
Sewer Sales	6,668,455	6,654,000	7,085,000	7,022,000
Solid Waste Sales	5,327,724	5,392,390	5,680,000	5,561,000
Other Fees for Services	653,760	843,800	726,450	725,500
Interest	23,730	17,950	28,700	23,700
Other	842,905	459,092	755,292	777,667
Transfers In	123,700	135,000	135,000	153,100
Total Revenues	25,215,230	25,634,232	26,446,442	26,945,967
Total Funds Available	33,302,102	34,155,157	34,891,664	33,675,652
Expenditures:				
Personnel	5,926,979	6,288,156	6,281,056	6,602,660
Supplies	1,030,874	1,147,237	1,078,534	1,192,136
Maintenance	1,636,529	2,020,763	1,772,860	1,835,553
Utilities	2,240,463	2,708,500	2,384,670	2,591,590
Contract Wages	47,081	126,080	72,000	126,080
Technology Services	79,343	80,630	73,440	104,520
Contractual Services	3,301,067	3,028,092	3,018,477	3,081,426
Vehicle Usage	1,301,351	1,358,520	1,254,682	1,339,900
Debt Service	4,607,224	4,695,608	4,625,508	5,163,079
Capital Expenses	59,310	63,530	63,508	44,900
Other	272,344	476,711	779,000	451,000
Transfers Out	4,354,315	6,508,244	6,758,244	5,455,258
Total Expenditures	24,856,880	28,502,071	28,161,979	27,988,102
Excess Revenues over Expenditures	358,350	(2,867,839)	(1,715,537)	(1,042,135)
Ending Fund Balance	\$8,445,222	\$5,653,086	\$6,729,685	\$5,687,550

City of Sherman
CAPITAL IMPROVEMENT FUNDS
2014 -2015 Annual Budget

	222 General CIP	770 Utility CIP	224 Street Revolving	230 TIF #3 Construction	330 TIF #2 Construction	Total
Beginning Fund Balance	\$ 416,028	\$ 1,436,691	\$ 451,873	\$ 656,034	\$ (39,919)	\$ 2,920,707
Revenues:						
Interest	-	7,500	750	600	600	9,450
Bond/ Debt Proceeds	-	-	-	-	-	-
Property Tax	-	-	-	70,500	65,000	135,500
Other	1,500,000	-	-	-	-	1,500,000
Transfer In	1,900,000	350,000	-	-	-	2,250,000
Total Revenues	3,400,000	357,500	750	71,100	65,600	3,894,950
Total Funds Available	3,816,028	1,794,191	452,623	727,134	25,681	6,815,657
Expenditures						
Equipment & Improvements	3,390,815	1,718,000	-	725,000	25,000	5,858,815
Excess Revenues over Expenditures	9,185	(1,360,500)	750	(653,900)	40,600	(1,963,865)
Ending Fund Balance	\$ 425,213	\$ 76,191	\$ 452,623	\$ 2,134	\$ 681	\$ 956,842

City of Sherman
SPECIAL REVENUE FUNDS
2014 -2015 Annual Budget

	440	460	470	480	455	456	457	
	E 911	Hotel/ Motel	Drug Enforcement	Airport	Parks Pride	Police Pride	Donations	Total
Beginning Fund Balance	\$ 33,702	\$ 364,184	\$ 6,923	\$ 116,294	\$ 19,321	\$ 1,079	\$ 2,650	\$ 544,153
Revenues								
Tax	-	556,200	-	-	-	-	-	556,200
Other Fees for Services	315,000	44,500	-	519,000	-	-	-	878,500
Interest	50	200	300	200	35	25	5	815
Other	-	-	150,000	-	10,000	10,000	5,000	175,000
Total Revenues	315,050	600,900	150,300	519,200	10,035	10,025	5,005	1,610,515
Total Funds Available	348,752	965,084	157,223	635,494	29,356	11,104	7,655	2,154,668
Expenditures								
Personnel	107,277	38,438	-	-	-	-	-	145,715
Supplies	10,950	7,600	85,569	430,920	-	4,000	7,500	546,539
Maintenance	109,913	27,050	27,000	23,000	-	-	-	186,963
Utilities	-	37,410	-	16,250	-	-	-	53,660
Contractual Services	111,020	280,800	27,500	44,770	29,000	6,800	-	499,890
Vehicle Usage	-	-	-	3,500	-	-	-	3,500
Equipment & Buildings	-	16,500	16,500	-	-	-	-	33,000
Tourism	-	48,166	-	-	-	-	-	48,166
Transfers Out	-	114,000	-	-	-	-	-	114,000
Total Expenditures	339,160	569,964	156,569	518,440	29,000	10,800	7,500	1,631,433
Excess Revenues over Expenditures	(24,110)	30,936	(6,269)	760	(18,965)	(775)	(2,495)	(20,918)
Ending Fund Balance	\$ 9,592	\$ 395,120	\$ 654	\$ 117,054	\$ 356	\$ 304	\$ 155	\$ 523,235

**City of Sherman
DEBT SERVICE FUNDS
2014 -2015 Annual Budget**

	310 Auditorium Bonds	320 TIF #1	350 2008 CO Bonds	351 2009 CO Bonds	353 2009A CO Bonds	Total
Beginning Fund Balance	\$ 146,299	\$ 348,543	\$ 10,066	\$ 12,056	\$ 58,798	\$ 575,762
Revenues						
Property Tax	-	409,000	358,000	312,000	190,000	1,269,000
Interest	270	500	-	-	-	770
Transfer In	114,000	-	-	-	-	114,000
Total Revenues	114,270	409,500	358,000	312,000	190,000	1,383,770
Total Funds Available	260,569	758,043	368,066	324,056	248,798	1,959,532
Expenditures:						
Debt Service	114,088	313,321	358,107	312,060	245,513	1,343,089
Excess Revenues over Expenditures	182	96,179	(107)	(60)	(55,513)	40,681
Ending Fund Balance	\$ 146,481	\$ 444,722	\$ 9,959	\$ 11,996	\$ 3,285	\$ 616,443

City of Sherman
INTERNAL SERVICE FUNDS
2014 -2015 Annual Budget

	600 Insurance	630 IT	650 Equipment	660 Fleet Replacement	Total
Beginning Fund Balance	\$ 12,286	\$ 90,458	\$ 50,341	\$ 142,068	\$ 295,153
Revenue					
Other Fees for Services	5,472,000	668,860	2,844,240	-	8,985,100
Interest	-	15	-	500	515
Transfer in	-	-	-	2,549,773	2,549,773
Total Revenue	5,472,000	668,875	2,844,240	2,550,273	11,535,388
Total Funds Available	5,484,286	759,333	2,894,581	2,692,341	11,830,541
Expenditures					
Personnel	-	351,184	761,000	-	1,112,184
Supplies	-	41,625	1,135,385	-	1,177,010
Maintenance	-	102,414	690,134	-	792,548
Utilities	-	53,360	35,250	-	88,610
Contract Wages	-	6,000	-	-	6,000
Technology Services	-	-	10,250	-	10,250
Contractual Services	5,319,000	19,015	187,220	-	5,525,235
Debt Service	-	-	-	220,229	220,229
Equipment & Buildings	-	95,261	25,000	2,329,544	2,449,805
Total Expenditures	5,319,000	668,859	2,844,239	2,549,773	11,381,871
Excess Revenues over Expenditures	153,000	16	1	500	153,517
Ending Fund Balance	\$ 165,286	\$ 90,474	\$ 50,342	\$ 142,568	\$ 448,670

City of Sherman
PERPETUAL CARE FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 1,313,221	\$ 1,373,836	\$ 1,455,836
Revenues			
Other revenue	6,200	7,000	7,000
Interest Earned	54,415	75,000	75,000
Total Revenues	60,615	82,000	82,000
Total Funds Available	1,373,836	1,455,836	1,537,836
Expenditures			
Miscellaneous	-	-	-
Ending Fund Balance	\$ 1,373,836	\$ 1,455,836	\$ 1,537,836

City of Sherman
GENERAL FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Amended Budget 2013-2014	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 6,952,308	\$ 6,144,829	\$ 7,220,474	\$ 8,707,442
Revenues				
Property Taxes	6,026,008	6,432,500	6,450,000	7,430,000
Sales Taxes	13,337,682	13,069,000	14,350,000	13,706,000
Franchise Taxes	2,813,085	2,744,000	3,101,000	2,898,000
Other Taxes	115,903	125,000	146,000	146,000
Fines & Forfeitures	842,241	1,149,140	608,450	906,150
Recreation	299,821	286,300	319,000	319,000
Permits & Licenses	253,801	292,730	386,500	378,500
Rentals	63,784	63,295	80,100	79,995
Cemetery Sales and Services	128,405	200,700	177,700	247,700
Sales & Services	542,474	546,000	548,000	538,000
Ambulance Services	1,439,851	1,380,000	1,300,000	1,300,000
Interest	19,350	55,000	46,000	50,000
Grants and Miscellaneous	444,600	195,800	214,307	209,510
Total Revenues	26,327,005	26,539,465	27,727,057	28,208,855
Transfers In	3,670,766	4,311,000	4,311,000	3,486,000
Total Revenues and Transfers In	29,997,771	30,850,465	32,038,057	31,694,855
Total Funds Available	36,950,079	36,995,294	39,258,531	40,402,297
Expenditures				
Personnel	21,009,606	21,702,978	21,286,388	22,254,326
Supplies	1,369,913	1,445,191	1,361,919	1,479,276
Maintenance	1,059,014	1,408,415	1,287,165	1,323,810
Utilities	1,341,615	1,439,656	1,405,800	1,434,450
Contract Wages	166,670	231,410	238,792	212,750
Technology Services	469,156	496,870	452,080	553,090
Debt Service	69,431	-	-	-
Contractual and Sundry Services	1,441,693	1,599,932	1,517,747	1,690,762
Vehicle Usage	1,329,165	1,419,140	1,414,329	1,500,840
Equipment and Buildings	325,474	269,513	257,794	198,632
Transfer Out to Other Funds	-	-	440,000	1,900,000
Transfer Out to Fleet Fund	1,147,868	889,075	889,075	1,083,615
Total Expenditures	29,729,605	30,902,180	30,551,089	33,631,551
Excess Revenues over Expenditures	268,166	(51,715)	1,486,968	(1,936,696)
Ending Fund Balance	\$ 7,220,474	\$ 6,093,114	\$ 8,707,442	\$ 6,770,746

City of Sherman
UTILITY FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Adjusted Budget 2013-2014	Projected 2013-2014	Proposed 2014-2015
Beginning Reserve	\$ 6,517,424	\$ 6,848,028	\$ 6,606,199	\$ 4,683,306
Revenues				
Water Revenues	11,574,956	12,132,000	12,036,000	12,683,000
Sewer Revenues	6,668,455	6,654,000	7,085,000	7,022,000
Laboratory Charges	121,219	125,100	132,000	131,000
Service & Penalties	532,541	494,000	542,000	542,000
Interest	21,338	16,000	11,000	11,000
Intergovernmental	518,962	453,092	453,092	546,467
Miscellaneous	140,851	85,700	215,000	144,000
Total Revenues	19,578,322	19,959,892	20,474,092	21,079,467
Transfers In	123,700	135,000	135,000	153,100
Total Revenues and Transfers In	19,702,022	20,094,892	20,609,092	21,232,567
Total Funds Available	26,219,446	26,807,920	27,215,291	25,915,873
Expenditures				
Personnel	4,551,845	4,742,293	4,812,976	5,036,904
Supplies	929,885	1,033,612	978,328	1,029,756
Maintenance & Repair	1,588,472	1,960,323	1,719,940	1,775,554
Utilities	2,218,568	2,675,900	2,359,360	2,561,000
Technology Services	68,994	67,730	61,690	90,170
Debt Service	4,572,014	4,695,608	4,625,508	5,163,079
Contract Wages	47,081	124,000	72,000	124,000
Contractual & Special Services	1,868,248	1,565,720	1,506,970	1,555,384
Vehicle Usage	263,691	282,110	262,753	344,390
Other	272,344	476,711	779,000	451,000
Capital Expenses	59,310	8,530	8,460	44,900
Total Expenditures	16,440,452	17,632,537	17,186,985	18,176,137
Transfers Out				
General Fund-Franch & Admin	1,602,000	1,643,000	1,643,000	1,747,000
General Fund-Other	1,442,000	2,057,000	2,057,000	1,100,000
Other Funds	-	1,400,000	1,605,000	350,000
Fleet	128,795	40,000	40,000	308,680
Total Transfers Out	3,172,795	5,140,000	5,345,000	3,505,680
Total Expenditures and Transfers Out	19,613,247	22,772,537	22,531,985	21,681,817
Excess Revenues over Expenditures	88,775	(2,677,645)	(1,922,893)	(449,250)
Ending Reserve	\$ 6,606,199	\$ 4,170,383	\$ 4,683,306	\$ 4,234,056

City of Sherman
SOLID WASTE FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Original Budget 2013-2014	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 1,141,483	\$ 1,342,857	\$ 1,405,087	\$ 1,595,793
Revenues				
Solid Waste Fees	5,327,724	5,392,390	5,680,000	5,561,000
Service Penalties	51,635	47,000	52,000	52,000
Interest	921	500	1,500	1,500
Miscellaneous	126,957	92,000	87,200	87,200
Total Revenues	5,507,237	5,531,890	5,820,700	5,701,700
Total Funds Available	6,648,720	6,874,747	7,225,787	7,297,493
Expenditures				
Personnel	1,375,134	1,545,863	1,468,080	1,565,756
Supplies	100,989	113,625	100,206	162,380
Maintenance & Repair	48,057	60,440	52,920	59,999
Utilities	21,895	32,600	25,310	30,590
Contract Wages	-	2,080	-	2,080
Technology Services	10,349	12,900	11,750	14,350
Solid Waste Debt Service	35,210	-	-	-
Contractual & Sundry Services	1,432,819	1,452,372	1,511,507	1,511,042
Vehicle Usage	1,037,660	1,076,410	991,929	995,510
Capital Expenses	-	55,000	55,048	-
Transfers Out-Franchise & Admin	737,766	611,000	611,000	639,000
Transfers Out-Billing	-	135,000	135,000	153,100
Transfers Out-Other	-	-	45,000	-
Transfers Out-Fleet	443,754	622,244	622,244	1,157,478
Total Expenditures	5,243,633	5,719,534	5,629,994	6,291,285
Excess Revenues over Expenditures	263,604	(187,644)	190,706	(589,585)
Ending Fund Balance	\$ 1,405,087	\$ 1,155,213	\$ 1,595,793	\$ 1,006,208

City of Sherman
EMPLOYEE INSURANCE FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Budget 2013-2014	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ (247,367)	\$ 52,550	\$ (318,771)	\$ 12,286
Revenues				
Employer Contributions	3,696,086	4,202,000	3,935,000	4,327,000
Employee Contributions	799,305	620,000	892,000	892,000
Retiree Contributions	252,684	266,000	238,000	247,000
COBRA Contributions	5,641	8,000	8,000	6,000
Miscellaneous Revenue	-	-	57	-
Transfers In	800,000	200,000	750,000	-
Total Revenues	5,553,716	5,296,000	5,823,057	5,472,000
Total Funds Available	5,306,349	5,348,550	5,504,286	5,484,286
Expenditures				
Health Insurance Claims	4,999,150	4,400,000	4,840,000	4,650,000
Insurance Premiums & Cost	582,424	560,000	577,000	594,000
Life Insurance	43,546	45,000	50,000	50,000
Miscellaneous	-	25,000	25,000	25,000
Total Expenditures	5,625,120	5,030,000	5,492,000	5,319,000
Excess Revenues over Expenditures	(71,404)	266,000	331,057	153,000
Ending Fund Balance	\$ (318,771)	\$ 318,550	\$ 12,286	\$ 165,286

City of Sherman
GENERAL IMPROVEMENT FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Adjusted Budget 2013-2014	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 456,994	\$ 23,236	\$ 310,882	\$ 416,028
Revenues				
Transfers In	200,000	600,000	740,000	1,900,000
SEDCO (TxDot and GIS)	260,000	200,000	200,000	200,000
Grant Proceeds	50,333	-	16,583	-
Investment Interest	483	250	100	-
Miscellaneous	413,588	-	-	1,300,000
Total Revenues	924,404	800,250	956,683	3,400,000
Total Funds Available	1,381,398	823,486	1,267,565	3,816,028
Expenditures				
Washington Street West	3,150	-	85,000	-
GIS System	38,717	203,550	203,550	200,000
Watershed Management	63,613	-	-	-
Soil Conservation Emergency Action Plan Study	14,073	-	1,170	-
Neighborhood Revitalization-Fielder Park	143,835	44,937	44,937	-
Municipal Building Repair	455	328,730	138,730	240,815
Canyon Grove to Hwy 82	1,979	-	-	-
Taylor Street Complex	191,106	650	650	-
Hwy 1417 Ramp from Hwy 75	400,000	-	-	-
Ramp Reversal-Hwy 1417 and 75	213,588	-	-	-
* Loy Lake Bridge	-	-	-	1,300,000
Street Improvement Program	-	-	-	1,500,000
Fallon Drive Bridge Repair	-	287,500	287,500	-
Hunt Street Erosion	-	90,000	90,000	100,000
Fire Station Repairs	-	-	-	50,000
Total Expenditures	1,070,516	955,367	851,537	3,390,815
Excess Revenues over Expenditures	(146,112)	(155,117)	105,146	9,185
Ending Fund Balance	\$ 310,882	\$ (131,881)	\$ 416,028	\$ 425,213

* TXDOT Participation

City of Sherman
UTILITY IMPROVEMENT FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Budget 2013-2014	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 3,590,265	\$ 1,490,937	\$ 2,170,599	\$ 1,436,691
Revenues				
Transfers In	-	600,000	600,000	350,000
SEDCO Reimbursements for Hwy 289 Water	227,221	-	268,189	-
Interest Income	11,309	15,000	15,000	7,500
Total Revenues	238,530	615,000	883,189	357,500
Total Funds Available	3,828,795	2,105,937	3,053,788	1,794,191
Expenditures				
Utility Oversizing	-	100,000	-	50,000
WWTP Digester Rehab	22,516	-	-	-
Gallagher Tower Evaluation	19,623	-	11,300	-
Sears Lift Station	8,898	-	72,437	25,000
WTP Second Feed	3,600	-	-	-
Hwy 289 Water	254,442	-	171,018	-
Hwy 289 Sewer	78,095	-	35,970	-
Upgrade Metering and Telemetry for Water System	195,067	-	92,772	-
Well Repairs and Upgrades	730	-	624,270	-
Gallagher Elevated Tank Painting and Repair	-	1,125,000	-	1,125,000
Infiltration & Inflow Office and Storage Facility	21,885	-	69,250	-
** Blalock Industrial Sewer	18,860	-	-	-
* VFD Headworks Pump Replacement	10,000	-	-	-
WWTP Effluent Reuse Engineering	24,480	-	585	-
Cherry Park Pump Station Rehab	-	500,000	500,000	-
Ricketts St Water Line	-	168,000	-	168,000
Water Treatment Plant Expansion	-	-	39,495	-
WWTP Basin Cleaning	-	-	-	350,000
Transfers Out-Employee Insurance Fund	1,000,000	-	-	-
Total Expenditures	1,658,196	1,893,000	1,617,097	1,718,000
Excess Revenues over Expenditures	(1,419,666)	(1,278,000)	(733,908)	(1,360,500)
Ending Fund Balance	\$ 2,170,599	\$ 212,937	\$ 1,436,691	\$ 76,191

PUBLIC CHARITIES FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 50,293	\$ 50,286	\$ 39,441
Revenues			
Interest	84	85	85
Animal Shelter Donations	9,411	12,000	12,000
Pet Adoption Donations	12,801	750	500
Fishing Festival	163	150	150
Fire Dept Donations	1,205	500	500
Genealogical Donations	24	150	150
Sherman Beautification	-	2,000	1,000
Parks Concessions Revenue	4,254	5,000	5,000
Parks & Recreation Donations	500	500	500
Total Revenues	28,442	21,135	19,885
Total Funds Available	78,735	71,421	59,326
Expenditures			
Library Donations	-	58	-
Glennie O. Ham Center	-	794	-
Altrusa (W.A.F.A.)	-	63	-
Senior Citizen's Dance Club	-	50	70
Animal Shelter Donations	16,003	13,000	32,000
Pet Adoption Fund	8,082	2,000	4,000
Fire Dept Donations	-	5,500	3,000
Fishing Festival	234	500	800
Genealogical	-	15	300
Remodeling Contingency	-	4,000	5,000
Total Expenditures	-	1,500	1,500
Parks Concessions Expense	3,698	4,000	4,000
Parks & Recreation Donations	432	500	500
Total Expenditures	28,449	31,980	51,170
Excess Revenues over Expenditures	(7)	(10,845)	(31,285)
Ending Fund Balance	\$ 50,286	\$ 39,441	\$ 8,156

City of Sherman
LAND TRANSACTION FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 68,934	\$ 69,052	\$ 69,172
Revenues			
Land Sales	-	-	-
Interest Earned	118	120	120
Total Revenues	<u>118</u>	<u>120</u>	<u>120</u>
Total Funds Available	69,052	69,172	69,292
Expenditures			
Miscellaneous	-	-	65,000
Excess Revenues over Expenditures	<u>118</u>	<u>120</u>	<u>(64,880)</u>
Ending Fund Balance	<u>\$ 69,052</u>	<u>\$ 69,172</u>	<u>\$ 4,292</u>

City of Sherman
STREET REVOLVING FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 450,096	\$ 451,123	\$ 451,873
Revenues			
Interest Income	1,027	750	750
Total Revenues	<u>1,027</u>	<u>750</u>	<u>750</u>
Total Funds Available	451,123	451,873	452,623
Expenditures	-	-	-
Ending Fund Balance	<u>\$ 451,123</u>	<u>\$ 451,873</u>	<u>\$ 452,623</u>

City of Sherman
TIF #3 CONSTRUCTION FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 697,848	\$ 705,757	\$ 656,034
Revenues			
Property Tax	64,854	69,677	70,500
Interest	487	600	600
Total Revenues	<u>65,341</u>	<u>70,277</u>	<u>71,100</u>
Total Funds Available	763,189	776,034	727,134
Expenditures			
Improvements	<u>57,432</u>	<u>120,000</u>	<u>725,000</u>
Excess Revenues over Expenditures	<u>7,909</u>	<u>(49,723)</u>	<u>(653,900)</u>
Ending Fund Balance	<u>\$ 705,757</u>	<u>\$ 656,034</u>	<u>\$ 2,134</u>

City of Sherman
TIF #2 CONSTRUCTION FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 85,291	\$ (88,314)	\$ (39,919)
Revenues			
Grant Revenue	129,060	1,925	-
Property Tax	60,464	64,400	65,000
Interest	405	600	600
Total Revenues	<u>189,929</u>	<u>66,925</u>	<u>65,600</u>
Total Funds Available	275,220	(21,389)	25,681
Expenditures:			
Improvements	<u>363,534</u>	<u>18,530</u>	<u>25,000</u>
Excess Revenues over Expenditures	<u>(173,605)</u>	<u>48,395</u>	<u>40,600</u>
Ending Fund Balance	<u>\$ (88,314)</u>	<u>\$ (39,919)</u>	<u>\$ 681</u>

City of Sherman
AUDITORIUM DEBT SERVICE FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 144,670	\$ 142,204	\$ 146,299
Revenues			
Transfers-in from Hotel/Motel Tax	115,000	115,000	114,000
Interest	272	270	270
Total Revenues	<u>115,272</u>	<u>115,270</u>	<u>114,270</u>
Total Funds Available	<u>259,942</u>	<u>257,474</u>	<u>260,569</u>
Expenditures			
Debt Service	117,438	110,425	113,338
Agent Fees	300	750	750
Total Expenditures	<u>117,738</u>	<u>111,175</u>	<u>114,088</u>
Excess Revenues over Expenditures	<u>(2,466)</u>	<u>4,095</u>	<u>182</u>
Ending Fund Balance	<u>\$ 142,204</u>	<u>\$ 146,299</u>	<u>\$ 146,481</u>

City of Sherman
TIF #1 DEBT SERVICE FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 226,562	\$ 260,995	\$ 348,543
Revenues			
Property Tax	353,135	403,101	409,000
Interest	412	500	500
Total Revenues	<u>353,547</u>	<u>403,601</u>	<u>409,500</u>
Total Funds Available	580,109	664,596	758,043
Expenditures			
Debt Service	318,914	315,853	312,571
Agent Fees	200	200	750
Total Expenditures	<u>319,114</u>	<u>316,053</u>	<u>313,321</u>
Excess Revenues over Expenditures	<u>34,433</u>	<u>87,548</u>	<u>96,179</u>
Ending Fund Balance	<u><u>\$ 260,995</u></u>	<u><u>\$ 348,543</u></u>	<u><u>\$ 444,722</u></u>

City of Sherman
2008 CO DEBT SERVICE FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 9,335	\$ 9,865	\$ 10,066
Revenues			
Property Tax Revenues	358,000	361,000	358,000
Total Revenues	<u>358,000</u>	<u>361,000</u>	<u>358,000</u>
Total Funds Available	367,335	370,865	368,066
Expenditures			
Debt Service	357,470	360,049	357,357
Agent Fees	-	750	750
Total Expenditures	<u>357,470</u>	<u>360,799</u>	<u>358,107</u>
Excess Revenues over Expenditures	<u>530</u>	<u>201</u>	<u>(107)</u>
Ending Fund Balance	<u><u>\$ 9,865</u></u>	<u><u>\$ 10,066</u></u>	<u><u>\$ 9,959</u></u>

City of Sherman
2009 CO DEBT SERVICE FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 149,376	\$ 12,316	\$ 12,056
Revenues			
Property Tax Revenues	175,000	312,000	312,000
Total Revenues	<u>175,000</u>	<u>312,000</u>	<u>312,000</u>
Total Funds Available	324,376	324,316	324,056
Expenditures			
Debt Service	311,560	311,510	311,310
Agent Fees	500	750	750
Total Expenditures	<u>312,060</u>	<u>312,260</u>	<u>312,060</u>
Excess Revenues over Expenditures	<u>(137,060)</u>	<u>(260)</u>	<u>(60)</u>
Ending Fund Balance	<u><u>\$ 12,316</u></u>	<u><u>\$ 12,056</u></u>	<u><u>\$ 11,996</u></u>

City of Sherman
2009A CO DEBT SERVICE FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 1,320	\$ 3,407	\$ 58,798
Revenues			
Property Tax Revenues	245,000	244,000	190,000
Transfer In	-	55,804	-
Total Revenues	<u>245,000</u>	<u>299,804</u>	<u>190,000</u>
Total Funds Available	246,320	303,211	248,798
Expenditures			
Debt Service	242,413	243,663	244,763
Agent Fees	500	750	750
Total Expenditures	<u>242,913</u>	<u>244,413</u>	<u>245,513</u>
Excess Revenues over Expenditures	<u>2,087</u>	<u>55,391</u>	<u>(55,513)</u>
Ending Fund Balance	<u><u>\$ 3,407</u></u>	<u><u>\$ 58,798</u></u>	<u><u>\$ 3,285</u></u>

City of Sherman
POLICE PROGRAMS FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 149,145	\$ 45,624	\$ 33,702
Revenues			
E 9-1-1 Service Fees	268,309	280,000	280,000
Security and Technology Fees	46,980	26,500	35,000
Interest	172	50	50
Total Revenues	<u>315,461</u>	<u>306,550</u>	<u>315,050</u>
Total Funds Available	<u>464,606</u>	<u>352,174</u>	<u>348,752</u>
Expenditures			
Personnel	110,735	107,762	107,277
Supplies	60,510	11,894	10,950
Maintenance/Repairs	157,878	101,225	109,913
Contractual Payments	89,859	97,591	111,020
Total Expenditures	<u>418,982</u>	<u>318,472</u>	<u>339,160</u>
Excess Revenues over Expenditures	<u>(103,521)</u>	<u>(11,922)</u>	<u>(24,110)</u>
Ending Fund Balance	<u>\$ 45,624</u>	<u>\$ 33,702</u>	<u>\$ 9,592</u>

City of Sherman
PARKS PRIDE FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 17,461	\$ 19,286	\$ 19,321
Revenues			
PRIDE Donations	10,155	10,000	10,000
Interest Income	41	35	35
Total Revenues	<u>10,196</u>	<u>10,035</u>	<u>10,035</u>
Total Funds Available	27,657	29,321	29,356
Expenditures			
Park Improvements	<u>8,371</u>	<u>10,000</u>	<u>29,000</u>
Excess Revenues over Expenditures	<u>1,825</u>	<u>35</u>	<u>(18,965)</u>
Ending Fund Balance	<u>\$ 19,286</u>	<u>\$ 19,321</u>	<u>\$ 356</u>

City of Sherman
POLICE PRIDE FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 17,073	\$ 10,554	\$ 1,079
Revenues			
PRIDE Donations	10,155	10,000	10,000
Interest Income	32	25	25
Total Revenues	<u>10,187</u>	<u>10,025</u>	<u>10,025</u>
Total Funds Available	<u>27,260</u>	<u>20,579</u>	<u>11,104</u>
Expenditures			
Supplies	9,857	2,000	4,000
Travel/Tuition	5,418	4,000	3,000
Contractual Services	1,431	2,000	3,800
Canine Replacement Dog	-	11,500	-
Total Expenditures	<u>16,706</u>	<u>19,500</u>	<u>10,800</u>
Excess Revenues over Expenditures	<u>(6,519)</u>	<u>(9,475)</u>	<u>(775)</u>
Ending Fund Balance	<u>\$ 10,554</u>	<u>\$ 1,079</u>	<u>\$ 304</u>

City of Sherman
DONATIONS FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 2,245	\$ 3,642	\$ 2,650
Revenues			
Donations	3,491	5,000	5,000
Interest Income	3	8	5
Total Revenues	<u>3,494</u>	<u>5,008</u>	<u>5,005</u>
Total Funds Available	5,739	8,650	7,655
Expenditures			
Supplies	<u>2,097</u>	<u>6,000</u>	<u>7,500</u>
Excess Revenues over Expenditures	<u>1,397</u>	<u>(992)</u>	<u>(2,495)</u>
Ending Fund Balance	<u>\$ 3,642</u>	<u>\$ 2,650</u>	<u>\$ 155</u>

City of Sherman
HOTEL/MOTEL TAX FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 163,963	\$ 204,842	\$ 364,184
Revenues			
Hotel/Motel Tax 5%	378,347	451,000	397,300
Hotel/Motel Tax 2%	151,339	180,400	158,900
Penalties	3,305	200	-
Miscellaneous	1,372	400	-
Interest	51	200	200
Program/Sponsor Fees	35,736	23,850	20,000
Auditorium/Ballroom Rental	28,378	33,000	24,500
Total Revenues	598,528	689,050	600,900
Total Funds Available	762,491	893,892	965,084
Expenditures:			
Tourism			
Chamber/CVB contract	-	-	240,000
Administration	75,912	122,578	48,166
Programs	138,146	111,000	
Downtown Building Incentive	-	15,000	40,000
Museum Support	82,500	70,000	
Arts Council	36,000	-	-
Ballroom:			
Total Ballroom:	72,307	66,149	73,423
Auditorium:			
Total Auditorium	25,084	29,981	54,375
Transfer to General Fund, admin	12,700	-	-
Transfer to Auditorium Debt Service	115,000	115,000	114,000
Total Expenditures	557,649	529,708	569,964
Excess Revenues over Expenditures	40,879	159,342	30,936
Ending Fund Balance	\$ 204,842	\$ 364,184	\$ 395,120

City of Sherman
DRUG ENFORCEMENT FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 50,327	\$ 145,097	\$ 6,923
Revenues			
Police Confiscated Funds	208,151	150,000	150,000
Interest Income	225	300	300
Total Revenues	208,376	150,300	150,300
Total Funds Available	258,703	295,397	157,223
Expenditures			
Supplies	61,552	45,930	85,569
Maintenance and Repair	38	29,000	27,000
Contractual Services	206	72,962	2,000
Travel & Tuition	7,645	20,000	25,500
Equipment	44,165	120,582	16,500
Total Expenditures	113,606	288,474	156,569
Excess Revenues over Expenditures	94,770	(138,174)	(6,269)
Ending Fund Balance	\$ 145,097	\$ 6,923	\$ 654

City of Sherman
MUNICIPAL AIRPORT FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 121,065	\$ 118,818	\$ 116,294
Revenues			
Interest Income	255	200	200
Airport Rentals	48,270	49,000	49,000
Fuel Sales	500,880	475,000	470,000
Miscellaneous	1,288	100	-
Total Revenues	<u>550,693</u>	<u>524,300</u>	<u>519,200</u>
Total Funds Available	671,758	643,118 -	635,494
Expenditures			
Fuel Purchases	495,486	448,000	430,000
Supplies	231	1,410	920
Maintenance	3,714	23,000	23,000
Contractual Services	36,394	37,074	44,770
Utilities	14,995	15,900	16,250
Vehicle Usage	2,120	1,440	3,500
Total Expenditures	<u>552,940</u>	<u>526,824</u>	<u>518,440</u>
Excess Revenues over Expenditures	<u>(2,247)</u>	<u>(2,524)</u>	<u>760</u>
Ending Fund Balance	<u><u>\$ 118,818</u></u>	<u><u>\$ 116,294</u></u>	<u><u>\$ 117,054</u></u>

City of Sherman
INFORMATION TECHNOLOGY FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 104,989	\$ 102,824	\$ 90,458
Revenues			
Technology Services:			
General Fund	469,156	452,080	553,090
Tourism	1,725	1,470	1,000
Equipment Services Fund	8,624	8,810	10,250
Utility Fund	68,994	61,690	90,170
Solid Waste Fund	10,349	11,750	14,350
Interest Earned	29	15	15
Miscellaneous Revenue	612	17	-
Total Revenues	559,489	535,832	668,875
Total Funds Available	664,478	638,656	759,333
Expenditures			
Personnel	298,212	327,203	351,184
Supplies	21,770	25,308	41,625
Maintenance & Repairs	165,700	97,075	102,414
Utilities	48,559	51,560	53,360
Contract Wages	168	20,000	6,000
Contractual Services & Other	10,891	14,660	19,015
Equipment	16,354	12,392	95,261
Total Expenditures	561,654	548,198	668,859
Excess Revenues over Expenditures	(2,165)	(12,366)	16
Ending Fund Balance	\$ 102,824	\$ 90,458	\$ 90,474

City of Sherman
EQUIPMENT SERVICES FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 104,050	\$ 67,126	\$ 50,341
Revenues			
Equipment Service Revenue:			
General Fund	1,323,495	1,414,329	1,500,840
Airport Fund	2,120	1,440	3,500
Utility Fund	263,691	262,753	344,390
Solid Waste Fund	1,037,660	991,929	995,510
Miscellaneous Revenue	10,696	1,700	-
Total Revenues	<u>2,637,662</u>	<u>2,672,151</u>	<u>2,844,240</u>
Total Funds Available	<u>2,741,712</u>	<u>2,739,277</u>	<u>2,894,581</u>
Expenditures			
Personnel	695,074	748,178	761,000
Supplies	1,028,864	1,069,107	1,135,385
Maintenance & Repair	707,785	637,625	690,134
Utilities	32,562	35,860	35,250
Technology Services	8,624	8,810	10,250
Contractual Services	157,110	170,409	187,220
Equipment	44,567	18,947	25,000
Total Expenditures	<u>2,674,586</u>	<u>2,688,936</u>	<u>2,844,239</u>
Excess Revenues over Expenditures	<u>(36,924)</u>	<u>(16,785)</u>	<u>1</u>
Ending Fund Balance	<u>\$ 67,126</u>	<u>\$ 50,341</u>	<u>\$ 50,342</u>

City of Sherman
FLEET REPLACEMENT FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Budget 2013-2014	Projected 2014-2015	Proposed 2014-2015
Beginning Fund Balance	\$ 362,475	\$ 153,562	\$ 150,789	\$ 142,068
Revenues				
Transfers-In for Debt Serv	220,228	220,228	220,228	220,228
Transfer In for Equip Purchase	1,500,189	1,331,091	1,334,091	2,329,545
Interest	65	400	500	500
Miscellaneous	1,829	-	-	-
Total Revenues	1,722,311	1,551,719	1,554,819	2,550,273
Total Funds Available	2,084,786	1,705,281	1,705,608	2,692,341
Expenditures				
Debt Service	220,228	220,228	220,228	220,229
Equipment-General Fund	941,980	668,847	680,450	863,386
Equipment-Utility Fund	135,668	40,000	41,389	308,680
Equipment-Solid Waste Fund	636,121	622,244	621,473	1,157,478
Total Expenditures	1,933,997	1,551,319	1,563,540	2,549,773
Excess Revenues over Expenditures	(211,686)	400	(8,721)	500
Ending Fund Balance	\$ 150,789	\$ 153,962	\$ 142,068	\$ 142,568

City of Sherman
WATER CONSUMER DEPOSITS
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 238,084	239,239	240,439
Revenues			
Interest Income	1,155	1,200	1,200
Total Funds Available	239,239	240,439	241,639
Expenditures			
Miscellaneous	-	-	-
Ending Fund Balance	\$ 239,239	\$ 240,439	\$ 241,639

City of Sherman
PRO RATA FUND
2014 -2015 Annual Budget

	Actual 2012-2013	Projected 2013-2014	Proposed 2014-2015
Beginning Fund Balance	\$ 189,881	\$ 194,697	\$ 210,147
Revenues			
Interest Income	316	15,000	10,000
Pro Rata Fees	4,500	450	500
Total Revenues	4,816	15,450	10,500
Total Funds Available	194,697	210,147	220,647
Expenditures			
Miscellaneous	-	-	15,000
Excess Revenues over Expenditures	4,816	15,450	10,500
Ending Fund Balance	\$ 194,697	\$ 210,147	\$ 205,647

TRANSFERS SCHEDULE

FUND DETAILS

100 From fund 700 5% franchise, admin cost
 From fund 700 other
 From fund 790, dept 243, 244, 245
 To fund 222 for CIP
 To fund 660 for debt service
 To fund 660 for equipment purchases

222 From fund 100

310 From fund 460

460 To fund 310

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

700 To fund 100 5% franchise, admin cost
 To fund 100, other
 To fund 770
 From fund 790, admin cost
 To fund 660 for equipment purchase

770 From fund 700

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 Recycle
790 To fund 700 admin cost Recycle
790 To fund 660, equipment purchase

TOTALS

BUDGETED FY14/15

<i>Expense</i> TRANSFER FROM <u>Debit</u>	<i>Revenue</i> TRANSFER TO <u>Credit</u>
	\$ 1,747,000.00
	\$ 1,100,000.00
	\$ 639,000.00
\$ 1,900,000.00	
\$ 220,228.00	
\$ 863,386.00	
	\$ 1,900,000.00
	\$ 114,000.00
\$ 114,000.00	
	\$ 220,228.00
	\$ 863,386.00
	\$ 308,680.00
	\$ 1,157,478.00
\$ 1,747,000.00	
\$ 1,100,000.00	
\$ 350,000.00	
	\$ 153,100.00
\$ 308,680.00	
	\$ 350,000.00
\$ 244,000.00	
\$ 58,400.00	
\$ 357,000.00	
\$ 85,600.00	
\$ 38,000.00	
\$ 9,100.00	
\$ 1,157,478.00	
\$ 8,552,872.00	\$ 8,552,872.00

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)
2004	\$ 1,515,989	\$ 6,064	\$ 5,912	\$ 0.400
2005	\$ 1,590,950	\$ 6,364	\$ 6,258	\$ 0.400
2006	\$ 1,735,457	\$ 6,942	\$ 6,802	\$ 0.400
2007	\$ 1,886,876	\$ 7,548	\$ 7,513	\$ 0.400
2008	\$ 1,979,001	\$ 7,921	\$ 7,741	\$ 0.400
2009	\$ 2,072,868	\$ 6,633	\$ 6,587	\$ 0.320
2010	\$ 2,187,663	\$ 7,001	\$ 6,874	\$ 0.320
2011	\$ 2,195,729	\$ 7,026	\$ 6,923	\$ 0.320
2012	\$ 2,201,611	\$ 7,045	\$ 6,918	\$ 0.320
2013	\$ 2,268,236	\$ 7,258	\$ 7,139	\$ 0.320
2014 (est)	\$ 2,257,117	\$ 7,855	\$ 7,751	\$ 0.348

City of Sherman
Bonded Debt as of 7/31/14

Fiscal Yr	(1) \$2,840,000 Combination Tax & Tax Increment Revenue 2004 Series TIF Zone#1, Certificates of Obligation				(2) \$1,605,000 General Obligation Refunding, Series 2006			
	Coupon	Principal	Interest	TOTAL	Coupon	Principal	Interest	TOTAL
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
		<u>1,780,000.00</u>	<u>421,356.00</u>	<u>2,201,356.00</u>		<u>1,330,000.00</u>	<u>496,025.01</u>	<u>1,826,025.01</u>

(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
Bonded Debt as of 7/31/14

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
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		-	-	-		-	-	-
		<u>4,040,000.00</u>	<u>1,131,521.50</u>	<u>5,171,521.50</u>		<u>3,325,000.00</u>	<u>1,183,159.00</u>	<u>4,508,159.00</u>

(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
Bonded Debt as of 7/31/14

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			
	Coupon	Principal	Interest	TOTAL	Coupon	Principal	Interest	TOTAL
2015	3.00%	46,666.67	26,872.49	73,539.16	3.00%	135,000.00	109,762.50	244,762.50
2016	3.50%	50,000.00	25,472.49	75,472.49	3.00%	145,000.00	105,712.50	250,712.50
2017	3.50%	50,000.00	23,722.49	73,722.49	3.25%	150,000.00	101,362.50	251,362.50
2018	3.75%	53,333.33	21,972.49	75,305.83	3.50%	155,000.00	96,487.50	251,487.50
2019	4.00%	53,333.33	19,972.49	73,305.83	3.50%	165,000.00	91,062.50	256,062.50
2020	4.00%	56,666.67	17,839.16	74,505.83	3.50%	170,000.00	85,287.50	255,287.50
2021	4.00%	56,666.67	15,572.49	72,239.16	3.75%	180,000.00	79,337.50	259,337.50
2022	4.00%	60,000.00	13,305.83	73,305.83	3.75%	190,000.00	72,587.50	262,587.50
2023	4.00%	63,333.33	10,905.83	74,239.16	4.00%	200,000.00	65,462.50	265,462.50
2024	4.13%	63,333.33	8,372.49	71,705.83	4.00%	210,000.00	57,462.50	267,462.50
2025	4.13%	66,666.67	5,760.00	72,426.67	4.00%	215,000.00	49,062.50	264,062.50
2026	4.30%	70,000.00	3,010.00	73,010.00	4.00%	230,000.00	40,462.50	270,462.50
2027		-	-	-	4.125%	240,000.00	31,262.50	271,262.50
2028		-	-	-	4.125%	250,000.00	21,362.50	271,362.50
2029		-	-	-	4.25%	260,000.00	11,050.00	271,050.00
2030		-	-	-		-	-	-
		690,000.00	192,778.27	882,778.27		2,895,000.00	1,017,725.00	3,912,725.00

(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
Bonded Debt as of 7/31/14

	TOTALS		
Fiscal Yr	Principal	Interest	TOTAL
2015	794,999.67	544,337.99	1,339,337.66
2016	830,000.00	516,219.99	1,346,219.99
2017	865,000.00	485,602.24	1,350,602.24
2018	900,000.33	453,290.99	1,353,291.33
2019	935,000.33	418,702.49	1,353,702.83
2020	979,999.67	381,958.16	1,361,957.83
2021	1,024,999.67	343,340.99	1,368,340.66
2022	1,075,000.00	302,728.33	1,377,728.33
2023	1,125,000.33	259,921.83	1,384,922.16
2024	915,000.33	214,843.49	1,129,843.83
2025	949,999.67	178,681.25	1,128,680.92
2026	1,005,000.00	140,838.75	1,145,838.75
2027	940,000.00	100,329.50	1,040,329.50
2028	975,000.00	69,281.00	1,044,281.00
2029	630,000.00	29,972.13	659,972.13
2030	115,000.00	2,515.63	117,515.63
	14,060,000.00	4,442,564.78	18,502,564.78



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 08/04/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

CONSENT AGENDA

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

List of Agenda Items:

C.2. * RESOLUTION NO. 5871

Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 822 North East Street

C.3. * RESOLUTION NO. 5872

Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 110 North Colbert Avenue

D.1. * OTHER BUSINESS

Consider Calling a Special Meeting of the City Council for Tuesday, September 2, 2014, due to Conflict with a Federal Holiday

D.4. * OTHER BUSINESS

Consider Request from the United States District Court for the Eastern District of Texas to Temporarily Close Certain Streets for a Naming Ceremony for the "Paul Brown United States Courthouse" on Wednesday, October 22, 2014

D.5. * OTHER BUSINESS

Consider Request of the Sherman High School's Band Program to Temporarily Close Certain Streets for a "Band on the Run" 5K and 1 Mile Fun Run on Saturday, March 7, 2015, with a Rain Date of Saturday, March 14, 2015

D.6. * OTHER BUSINESS

Consider Request of Digity Radio Groups 93.1 Katy Country, 97.5 KLAQ and 102.5 MADROCK to Temporarily Close Certain Streets for a "5K Radio Run" on Saturday, March 28, 2015



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 08/04/2014

Prepared By: Don Keene, Director of Community and Support Services

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5870

Awarding a Bid to and Authorizing Execution of a Contract with Mid-Continental Restoration Company, Inc. based on an Invitation to Bid for Municipal Building Exterior Restoration

Issue:

To consider awarding a bid to and authorizing execution of a contract with Mid-Continental Restoration Company, Inc. based on an Invitation to Bid for the Municipal Building Exterior Restoration Project

Background:

An Invitation to Bid for Municipal Building Exterior Restoration (Bid No. 2014-06) was made and on July 15, 2014, bids were received and opened. Based on a combination of price, level of qualifications and past experience, City staff recommends contracting with Mid-Continental Restoration Company. This project will include various masonry repair, replacement of window and door sealant, and cleaning / sealing / waterproofing the exterior of the building. This project is the second step of a two-phase process to maintain/restore the Sherman Municipal Building exterior. The first phase included reconstruction of the North sidewalk/entrance, resurfacing of all flat roof areas, and replacement of guttering and downspouts.

Origination:

Building Maintenance Department

Financial Consideration:

Funds for the Municipal Building Exterior Restoration Project were appropriated in the approved CIP budgets for fiscal years 2012-2014.

Staff Recommendation:

Award the bid and authorize the City Manager to execute a contract with Mid-Continental Restoration Company, Inc. for the Municipal Building Exterior Restoration Project.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5870

Contract

Bid Tabulation

RESOLUTION NO. 5870

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MID-CONTINENTAL RESTORATION COMPANY, INC. BASED ON AN INVITATION TO BID FOR MUNICIPAL BUILDING EXTERIOR RESTORATION; 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 Mid-Continental Restoration Company, Inc. is hereby awarded the bid as identified in the Invitation to Bid (Bid No. 2014-06) for Municipal Building Exterior Restoration; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Mid-Continental Restoration Company, Inc. for the Municipal Building Exterior Restoration 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 _____, 2014.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Invitation to Bid

for

**MUNICIPAL BUILDING
EXTERIOR RESTORATION**

Bid No. 2014-06

CITY OF SHERMAN
BID NO. 2014 - 06
MUNICIPAL BUILDING EXTERIOR RESTORATION

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Section II. Statement of Work and Specifications	13
Section III. Bidder Certification	33



INVITATION TO BID
BID NO. 2014-06; MUNICIPAL BUILDING EXTERIOR RESTORATION

The enclosed **INVITATION TO BID** ("ITB") and accompanying **SPECIFICATIONS** are for your convenience in bidding on the enclosed referenced **MUNICIPAL BUILDING EXTERIOR RESTORATION** project for purchase by the City of Sherman.

Questions may be addressed to Craig Long in the Finance Department at the address listed below. The bids will be opened at **2:00 pm on Tuesday, July 15, 2014** at the following address:

City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX 75090
903-892-7215
craigl@ci.sherman.tx.us

Bids may be submitted by mail to the following address:

City of Sherman
Finance Department
Municipal Building Exterior Restoration / Bid No. 2014-06
P.O. Box 1106
Sherman, TX 75091-1106

OR

Electronically at <https://www.publicpurchase.com>

OR

By delivery at the Municipal Building address listed above.

A mandatory pre-bid meeting will be held at 2:00 pm on Monday, June 30, 2014, in the Sherman Municipal Building, 3rd Floor Training Room, 405 N. Rusk, Sherman, Texas 75090.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

City Hall
City Council Chambers
220 W. Mulberry
Sherman, TX 75090

Each bid delivered to the City shall be sealed and clearly labeled "Municipal Building Exterior Restoration / Bid No. 2014-06" on the outside of the envelope or package containing the bid. No email or faxed bids will be accepted. Electronic submittals may only be made through Public Purchase at <https://www.publicpurchase.com>.

Pages 28 through 34 of this ITB, as well as any required attachments, must be returned by the deadline **(2:00 pm on Tuesday, July 15, 2014)** in the manner described on the previous page. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown.** Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The opening of sealed bids is scheduled for **2:00 pm, Tuesday, July 15, 2014.** You are invited to attend.

Thank you for your interest.

CITY OF SHERMAN
BID NO. 2014 - 06
MUNICIPAL BUILDING EXTERIOR RESTORATION

SECTION I. GENERAL CONDITIONS OF BIDDING

1. **FUNDING:** Funds for payment have been provided through the City of Sherman budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.
2. **LATE BIDS:** Bids received in the City of Sherman Finance Department after submission deadline will be considered void and unacceptable. The City of Sherman is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Finance Department shall be the official time of receipt.
3. **ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
4. **WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the bidder without the permission of the City for a period of sixty (60) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.
5. **SALES TAX:** The City of Sherman is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax; therefore the bid price shall not include taxes. Bidders shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale, and shall be responsible to report and pay such taxes in a timely manner.
6. **BID AWARD:** The City reserves the right to award the bid as unit price or lump sum as it deems to be in the best interest of the City. The City also reserves the right to not award.
7. **CONTRACT:** This bid, when properly accepted by the City of Sherman, shall constitute a contract equally binding between the successful bidder and the City. No different or additional terms will become a part of this contract with the exception of a change order.
8. **SPLIT AWARD:** The City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
9. **CHANGE ORDERS:** No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City's Finance Department.

10. **IF DURING THE** life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Sherman.
11. **A PRICE** redetermination may be considered by the City only at the anniversary date of the contract and shall be substantiated in writing (i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, wage/labor rates, etc.). The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. The City reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City.
12. **DELIVERY:** All delivery and freight charges (F.O.B. City of Sherman designated location) are to be included in the bid price.
13. **DELIVERY TIME:** Bids shall show number of days required to place goods ordered at the City's designated location. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Finance Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Finance Department. The City has the right to extend delivery time if reason appears valid. Successful bidder must keep the City advised at all times of the status of the order.
14. **CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.
15. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2008, Chapter 176 of the Texas Local Government Code Requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor's or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Clerk of the City of Sherman no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. (See Section 176.006, Local Government Code.) A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The forms required to comply with Chapter 176 are available at <http://www.ethics.state.tx.us/forms.CIS.pdf>.
16. **ETHICS:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Sherman.
17. **EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The

City of Sherman reserves the right to accept any and all, or none, of the exception(s) / substitution(s) deemed to be in the best interest of the City.

18. **ADDENDA:** Any interpretations, corrections or changes to the invitation to bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Sherman Finance Department. Addenda will be made available through Public Purchase, the City's website and to all who are known to have received a copy of this invitation to bid by other means. Bidders shall acknowledge receipt of all addenda.
19. **BID MUST COMPLY** with all federal, state, county, and local laws concerning these types of project(s) and/ or service(s).
20. **DESIGN, STRENGTH AND QUALITY** of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
21. **ALL MATERIAL**, including all items supplied against credit, must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
22. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - a. Have adequate financial resources, or the ability to obtain such resources as required;
 - b. Be able to comply with the required or proposed delivery/completion schedule;
 - c. Have a satisfactory record of performance;
 - d. Have a satisfactory record of integrity and ethics;
 - e. Be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

23. **REFERENCES:** The City requests the bidder to supply with this ITB, a list of at least three (3) references where like products and/or services have been supplied by their firm. Include name of company, address, telephone number, name and title of representative and a description of the project.
24. **BIDDER SHALL PROVIDE** with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

25. **SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Sherman and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arising from an event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with the City of Sherman a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the City of Sherman as an additional insured on the required coverage.
26. **WAGES:** Successful bidder shall pay or cause to be paid, without cost or expense to the City of Sherman, all Social Security, unemployment and Federal income withholding taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.
27. **TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Sherman reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the City of Sherman.
28. **TERMINATION FOR DEFAULT:** The City of Sherman reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Sherman reserves the right to terminate the contract immediately in the event the successful bidder fails to:
- a. Meet delivery or completion schedules;
 - b. Defaults in the payment of any fees; or
 - c. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the City of Sherman to exercise any or all of the following rights:

- a. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
- b. The City may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Sherman shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

29. **NOTICE:** Any notice provided by this bid (or required by law) to be given to the successful bidder by the City of Sherman shall conclusively be deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Sherman, Texas by registered or certified mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
30. **TESTING:** Testing may be performed at the request of the City of Sherman, or by a designated agent at no expense of the City of Sherman.
31. **PATENTS/COPYRIGHTS:** The successful bidder agrees to protect the City of Sherman from claims involving infringement of patents and/or copyrights.
32. **CONTRACT ADMINISTRATOR:** Under this contract, the City of Sherman may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Sherman Finance Department and the successful bidder.
33. **PURCHASE ORDER:** A purchase order(s) shall be generated by the City of Sherman to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City of Sherman will not be held responsible for any orders placed/delivered without a valid current purchase order number.
34. **PACKING SLIPS** or other suitable shipping documents shall accompany each shipment (regular or special order) and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) purchase order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number or containers, etc.

35. **INVOICES** shall show all information as stated above, and mailed directly to the City of Sherman Finance Department, PO Box 1106, Sherman, Texas, 75091-1106.
36. **PAYMENT** will be made upon receipt and acceptance by the City of Sherman for any item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful bidder(s) are required to pay subcontractors within 30 days.
37. **ITEMS** supplied under this contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the City of Sherman. If an item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.
38. **SAMPLES:** When requested, samples shall be furnished free of expense to the City of Sherman.
39. **WARRANTY:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause bid to be rejected.
40. **REMEDIES:** The successful bidder and the City of Sherman agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.
41. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the City of Sherman.
42. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without prior written consent of the City of Sherman.
43. **SPECIFICATIONS** and model numbers are for description only. Bidder may bid on description only. Bidder may bid on alternate model but must clearly indicate alternate model being bid. Bidder must enclose full descriptive literature on alternate item(s).
44. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
45. **INSURANCE:**
- a. **Commercial General Liability Insurance** - The vendor shall maintain Commercial General Liability (CGL) at a minimum combined single limit of not less than \$1,000,000 per

occurrence. CGL insurance shall be written on ISO Occurrence Forms CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an assumed contract (including the tort liability of another assumed and a business contract). The City of Sherman shall be named as an insured under the CGL, using ISO additional insured endorsement Form CG 20-26-11 85 or substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City of Sherman. The vendor shall waive all rights of subrogation against the City of Sherman and its officials and employees for recovery of damages to the extent these damages are covered by the CGL insurance required above. If the vendor's CGL policy does not contain the standard ISO separation of insured's provision, or a substantially similar clause, the policy shall be endorsed to provide cross-liability coverage.

- b. ***Business Auto Liability Insurance*** - The vendor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover any liability under any auto (including owned, hired and non-owned autos). Business auto coverage shall be written on Texas Form #TE 00 01, or a substitute form providing equivalent liability coverage. The vendor must waive all rights of subrogation against the City of Sherman and its officials and employees for recovery of damages to the extent these damages are covered by the Business Auto Liability insurance required above.
- c. ***Workers Compensation and Employers Liability*** - The vendor shall maintain Workers Compensation and Employers Liability insurance. The Employers Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. The vendor must waive all rights of subrogation against the City of Sherman and its officials and employees for recovery of damages to the extent these damages are covered by the Workers Compensation and/or Employers Liability insurance provided above.
- d. ***Miscellaneous*** - All insurance policies shall be written with insurers that are licensed to write insurance coverage in the state of Texas and who have consistently maintained an AM Best Rating of A-, A, A+ or A++ since 1/1/2012. Prior to commencing work, the vendor shall furnish the City of Sherman with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with each of the insurance requirements set forth in this ITB. The certificate(s) should be provided to the City of Sherman, City Clerk's office. All certificates shall provide for 30 days written notice to the City of Sherman prior to cancellation or material change of any insurance referred to therein. Failure of the City of Sherman to demand such certificate or other evidence of full compliance with these insurance requirements or the failure of the City of Sherman to identify a deficiency from evidence that is provided shall not be construed as a waiver of the vendor's obligation to maintain such insurance. The City of Sherman shall have the right, but not the obligation, of prohibiting the vendor from initiating services to the City until such certificates or other evidence that insurance has been placed in complete compliance

with these requirements is received and approved by the City of Sherman. Failure to maintain the required insurance may result in termination of this contract at the City's option. If the vendor fails to maintain the insurance as set forth herein, the City of Sherman shall have the right, but not the obligation, to purchase said insurance at the vendor's expense. The vendor shall provide certified copies of all insurance policies required above within 10 days of the City of Sherman's written request for said copies. By requiring insurance herein, the City of Sherman does not represent the coverage or limits that will necessarily be adequate to protect the vendor, and such coverage and limits shall not be deemed as a limitation on the vendor under any indemnity agreements granted to the City of Sherman by the vendor.

ANY QUESTIONS concerning this invitation to bid and specifications should be directed to Craig Long in the Finance Department at 903-892-7215.

CITY OF SHERMAN
BID NO. 2014 - 06
MUNICIPAL BUILDING EXTERIOR RESTORATION

SECTION II. STATEMENT OF WORK AND SPECIFICATIONS

GENERAL

It is the intent of this Statement of Work and Specifications to describe the furnishing of all equipment, tools, materials and labor to repair and restore the exterior of the Sherman Municipal Building. The project shall include window and door perimeter sealants, terra cotta sealants, masonry repairs, cleaning and water proofing.

SITE

The job site is located at 405 N. Rusk, Sherman, Texas 75090. The Sherman Municipal Building will remain operational during the project period.

CONTRACT TIME OF COMPLETION AND LIQUIDATED DAMAGES

All work in this contract is expected to be completed within a maximum of 120 days from the Notice to Proceed, excluding bad weather days. A bad weather day is defined as when weather conditions (high wind, rain, etc.) prevent a minimum of four hours of work with the contractor's normal work force on controlling items of work at the site.

There will be limited periods of time, during scheduled festivals and events in and around the Municipal Building, when the contractor will be required to temporarily vacate the premises and will be unable to perform work. The City's designated representative will communicate such circumstances to the contractor with as much reasonable lead time as possible.

The time specified for completion of the agreement shall cover final clean up of the premises and completion of punch list deficiencies. The time set forth for the completion of work is an essential element of the contract. Contractor's failure to complete the work within such time will cause damage to the City.

For each consecutive calendar day after 120 days from the Notice to Proceed, any work, including the correction of deficiencies found during the final inspection, that is not completed and accepted, the amount of fifty dollars (\$50.00) per day will be deducted from the money due or to become due the contractor, not as a penalty, but as liquidated damages and added expense for contract supervision and the City's delay costs in obtaining the use of the work. The 120 consecutive calendar days will be adjusted for bad weather days (as defined above) and periods when the contractor must temporarily vacate the premises at the City's request.

PRE-CONSTRUCTION CONFERENCE

The contractor or his/her representative shall attend a pre-construction conference with representatives of the City of Sherman. The conference will serve to acquaint the participants with the general plan of project administration, establish an understanding of the critical stages of work that shall be performed and the requirements under which the project is to proceed.

During the project period, the contractor shall provide the City of Sherman's representative with weekly status updates for all work to be performed.

The date, time and place of the pre-construction conference will be furnished to the contractor by the City of Sherman.

BID REQUIREMENTS

Bidder shall be responsible for planning and executing the work required to complete the following items:

1. Include with the sealed bid a project timeline and schedule for completion, illustrating the entire project period.
2. Include with the sealed bid a list of products and materials to be used. Include written installation/application instructions from the manufacturer and warranty information. Bidder ensures that all products will be installed / applied in accordance with manufacturer's written instructions and is subject to approval by City representatives prior to beginning repairs.
3. Drawings of the building are provided for contractor use in planning the work and in preparing a bid. (See Exhibit A)
4. All work must meet or exceed all required manufactures recommended installation procedures and meet or exceed all local, state or federal building code requirements.
5. Pages 28 through 34 of this bid packet, in addition to the item 1 and 2 listed above, must be completed and returned in accordance with instructions described on pages 3 and 4 of this ITB.

SITE PREPARATION AND PROJECT CONDITIONS

1. Coordinate necessary closure of building entrances, walkways and pedestrian areas and vehicular parking areas with the City's representative. Required emergency exits must remain open at all times. Barricades and warning signs shall be provided as required to protect vehicular and pedestrian traffic.

2. Protect persons, motor vehicles, landscaping, roof areas and surfaces surrounding masonry surfaces being restored, building site and surrounding buildings from injury or damages resulting from masonry work. Do not cover plant material for more than eight (8) hours.
3. Prevent masonry materials from coming into contact with pedestrians, motor vehicles, landscaping, buildings, roof areas and other surfaces which could be damaged by contact.
4. Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
5. Dispose of runoff from cleaning operations by legal means and in a manner to prevent soil erosion, undermining of paving and foundations, damage to landscaping and water penetration into building interiors.
6. Erect temporary protection covers over pedestrian walkways and at points of entrance and exit for persons and vehicles which must remain in operation during the course of masonry restoration work.
7. Work masonry surfaces only when air temperatures are above 40 degrees F (4 degrees C) and will remain so for 48 hours minimum after repointing.
8. Water required for the project and electrical power for hand tools (provided only through 120v standard convenience outlets) will be furnished by the City of Sherman at no charge to the contractor.
9. Contractor's personnel shall utilize sanitary facilities provided by the contractor.
10. A man lift and scaffold will be required to access certain exterior areas of the building. At all times such equipment shall not damage the surface it is placed on or driven across (whether concrete, grass or another surface).
11. Location of equipment and material stock at the work site will be designated by the City's representative.
12. Access to the project site for delivery of materials and equipment will be scheduled by the City's representative.

QUALITY ASSURANCE

1. The City will authorize a representative to make detailed inspections of the quality and quantity of the work at critical stages during the project (e.g. after removal, but before repairs and/or placement, etc). However, all stages, materials and details of the work are subject to inspection. Such representative will provide approval of the work's conformance to the requirements and quality standards described herein. The contractor shall provide the City's

representative with information and assistance as required to make complete, timely and detailed inspections.

2. Contractor will maintain quality control over suppliers, manufacturer's products, services, site conditions and workmanship to produce work of specified quality.
3. Contractor may be required to provide up to four (4) 2' by 2' mock ups at designated points on the building for approval of final mortar mix design, removal and pointing procedures and tooling. Approved mock ups may be incorporated into the work. Mock ups shall be included in the base bid and provided at no additional cost to the City of Sherman.
4. Contractor shall coordinate with product manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship and to make appropriate recommendations.
5. Contractor shall notify manufacturer's technical representative a minimum of two (2) weeks prior to the date of final inspection. Manufacturer's technical representative shall conduct an inspection of the completed work before the final inspection or shall attend the final inspection. Manufacturer's representative shall submit a written report to the City of Sherman listing observations and recommendations.

SCOPE OF WORK

1. Sealants
 - a. Remove existing sealants at all windows and door perimeters; properly prepare substrate per manufacturer's written instructions to receive new silicone sealant, and apply new sealant accordingly.
 - b. Remove existing sealants at all terra cotta joints and properly prepare substrate per manufacturer's written instructions to receive new silicone sealant, and apply new sealant accordingly.
2. Masonry Repairs, Cleaning and Water Proofing
 - a. Remove deteriorated brick mortar joints and repoint to match existing; use Type N mortar colored to match the building's existing cleaned mortar.
 - b. Remove broken, cracked or spalled brick and replace with new brick to match existing.
 - c. Resurface or patch broken, cracked or spalled terra cotta units. Use Type N mortar colored to match the building's existing cleaned mortar.
 - d. Clean all biological growth, algae, plant growth, soil, carbonation and other foreign

materials from all existing exterior exposed masonry surfaces using low pressure spray equipment and a non-acidic masonry cleaner, in preparation to apply the water repellant.

- e. Apply a minimum of two (2) coats of water based silane / siloxane water repellant to all brick surfaces.
- f. Apply a minimum of one (1) coat of water based silane / siloxane water repellant to all terra cotta units.
- g. Collect and dispose of water runoff from cleaning operations to avoid staining of sidewalk and landings at entrances.

PATCHING, EXTENDING AND MATCHING STANDARDS

- 1. Patch and extend existing work using skilled mechanics capable of matching the existing quality of workmanship. The quality of patched or extended work shall not be less than that which currently exists.
- 2. In areas where any portion of an existing finished surface is damaged, lifted, stained or otherwise made or found to be imperfect, patch or replace the imperfect portion of the surface with matching material.
- 3. Provide adequate support or substrate for patching of finishes.
- 4. The quality of the various products used to patch, match, extend or replace existing work shall be in no way inferior to the existing products.
- 5. Where new work abuts or finishes flush with existing work, make the transition as smooth and workmanlike as possible. Patched work shall match existing adjacent work in texture and appearance so as to make the patch or transition invisible to the eye at a distance of five (5) feet away.
- 6. Where masonry or other finished surface is cut in such a way that a smooth transition with new work is not possible, terminate the existing surface in a neat fashion along a straight line at a natural line of division and provide trim appropriate to the finished surface.
- 7. Restore existing work that is damaged during this project to a condition equal to its condition at the time of the start of the project.
- 8. Surface to be patched shall be free of all oils, grease, salts, organic growth and loose unsound materials. The area shall be undercut and keyed to receive patch. The area shall not be larger than 6" x 6". Before patching, the area shall be cleaned with compressed air or vacuum, treated with a fungicide and rinsed well.

9. Coat surface to receive patch with bonding agent, being careful not to spill or brush the bonding agent onto adjacent surfaces. Clean up any spills immediately. Abide by manufacturer's directions for application and clean up.
10. Repair of shallow spalled surfaces, (1/8" or less in depth):
 - a. Sand or hone area around spall to blend spall area and edges into surface of stone panel.
 - b. Carefully feather edges of spall to be visually invisible and indistinguishable from surrounding stone surface when viewed from a distance of five (5) feet.
 - c. Pressure wash stone surfaces as required to match finish of surrounding stone panels.

RESTORATION MORTAR STANDARDS

1. Submit ½" x ½" x 3 inch samples of proposed mortar for approval by the City's representative.
2. Retain one sample from each original mortar system for later comparison with proposed mortar mixes.
3. Test mortar and report the volumetric proportions of aggregate, cement, lime and other ingredients, type, composition, color and gradation of aggregate.
4. Protect materials from moisture absorption and damage.
5. Store sand to prevent inclusion of foreign matter.
6. Ensure that new mortar displays visual and performance characteristics to match the existing mortar.
7. Air entraining, antifreeze, bonding and other additives are not permitted.
8. Premix mortar is not permitted.
9. Do not apply materials during inclement or freezing weather, or if such conditions are anticipated within material curing period.
10. Thoroughly mix ingredients in quantities needed for immediate use.
11. Mix dry ingredients mechanically until uniformly distributed; add water to achieve workable consistency.
12. Discard lumpy, caked, frozen or hardened mixes and mixes not used within 2 hours after initial mixing.

13. Use mortar within 2 hours after initial mixing at ambient temperatures below 80 degrees F and within 1 ½ hours after initial mixing at ambient temperatures over 80 degrees F.
14. Do not add antifreeze compounds to lower freezing temperature of mortar.
15. Provide consistent color for exposed mortar.

REPOINTING EXISTING MASONRY STANDARDS

1. Joint Raking

- a. Rake out defective mortar from joints to depths equal to 2 ½ times their widths, but not less than ¾" for brick masonry, nor less than that required to expose sound, unweathered mortar.
- b. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum or flush joints to remove dirt and loose debris.
- c. Do not spall edges of masonry units or widen joints. Replace masonry units which become damaged.
- d. Cut out old mortar by hand with chisel and mallet.
- e. Power operated rotary hand saws and grinders will be permitted only if contractor can prove to the City's representative that mortar can be removed without damaging adjacent surfaces.
- f. Collect and save mortar being removed for embedding sealant at joints where specified (see section 2. Joint Pointing, item g. below).

2. Joint Pointing

- a. Rinse masonry joint surfaces with water to remove dust and mortar particles. Time application of rinsing so that, at time of pointing, excess water has evaporated or run off and joint surfaces are dry.
- b. Apply first layer of pointing mortar to areas where existing mortar was removed to depths greater than the surrounding areas. Apply in layers not greater than 3/8" until uniform depth is formed. Compact each layer thoroughly and allow to become thumbprint-hard before applying next layer.

- c. After joints have been filled to uniform depth, place remaining pointing mortar in three layers with each of first and second layers filling approximately 2/5 joint depth and third layer the remaining 1/5. Fully compact each layer and allow to become thumbprint-hard before applying next layer.
- d. When mortar is thumbprint-hard, tool joints to match original appearance of joints.
- e. Cure mortar by maintaining in damp condition for not less than 72 hours.
- f. Where mortar joints have step cracked, cut mortar joint to depth of 3/4" at brick masonry, or until sound backing is encountered. Repoint joint as described above to within 1/2" of the face for brick masonry. Install bond breaker tape and fill with sealant to depth of 1/4" maximum. Repoint joint as described above after sealant has cured and tool to match existing joint.
- g. At joints between terra cotta and brick masonry, cut mortar joints to depth of 1", or until solid backing is encountered. Repoint joint as described above to within 1/4" of the face of the masonry. Install bond breaker tape. Prime joint as required by sealant manufacturer. Fill joint with sealant to a depth of 1/4" and properly tool sealant to match adjacent joints. Do not permit sealant to extend onto adjacent exposed masonry surfaces. Embed joint with powered mortar which was removed from joints. The intent is to blend the sealant with adjacent mortar joints.
- h. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign mater using stiff nylon or bristle brushes and clean water, spray applied at low pressure. Use of metal scrapers or brushes will not be permitted. Use of acid or alkali cleaning agents will not be permitted. Clean dust off glass, framing and sills, at windows, doors and louvers.

SEALANT AND CAULKING STANDARDS

1. Removing existing sealants, concrete and other material
 - a. Cut out and remove existing sealants, backer rods, bond breaker tapes, woodstrips, expansion boards, gasket materials, concrete, mortar and other loose materials to a depth as required by sealant manufacturer or to 3/4" minimum.
 - b. Remove foreign matter from joint substrates which could interfere with adhesion of joint sealant. Remove dust, oil, grease, waterproofing, water repellent, surface dirt and paints, except for permanent protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer.
2. Route out cracks in excess of 1/16" to 1/4" x 1/4" minimum.

3. Do not damage or break glass. Broken glass shall be replaced at no additional cost to the City.
4. Cleaning
 - a. Clean joints and adjacent surfaces in a manner not to damage existing materials.
 - b. Remove dust and debris by blowing clean with high pressure air.
 - c. Wipe nonporous surfaces clean with a mild solvent and clean cloths.
5. Priming
 - a. Prime joint substrates where indicated or where recommended by sealant manufacturer based upon preconstruction sealant substrate tests or prior experience.
 - b. Apply primer to comply with joint sealer manufacturer's recommendations.
 - c. Confine primers to area of joint sealer bond. Do not allow spillage or migration onto adjoining surfaces.
6. Mask areas adjacent to joints to prevent sealant contact with surfaces which would be permanently stained or damaged by sealant or by cleaning methods required to remove excess sealant.
7. Examine joint dimensions and size materials to achieve required width-to-depth ratio as recommended by sealant manufacturer.
8. Joint backing
 - a. To achieve required joint depths, restrict depth of joints by use of joint backer rod.
 - b. Size backer rod to allow for 30% minimum compression of the backer rod when installed.
 - c. Where joint backing material is not feasible due to insufficient clearance or where mortar is partially removed, install bond preventative material in joint.
 - d. Three-sided adhesion of sealant is not permitted.
9. Sealant
 - a. Install sealant by proven techniques that result in sealants directly contacting and fully wetting joint substrates.

- b. Apply sealant in uniform continuous bead without gaps or air pockets, following manufacturer's instructions for each specific type of sealant.
- c. Provide uniform cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.
- d. Apply self-leveling sealants in accordance with manufacturer's recommendations.

10. Tooling

- a. Tool joints to required configuration in accordance with manufacturer's recommendations.
- b. Eliminate air pockets and ensure contact and adhesion of sealant with sides of joint.
- c. Remove excess sealant from surfaces adjacent to joint.
- d. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by manufacturer.

11. Remove masking immediately after tooling without disturbing joint sealant.

12. If damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.

13. Remove excess sealant from adjacent surfaces immediately after contact with mild solvent; remove debris and containers from jobsite.

14. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at the time of project completion.

WATER REPELLENT APPLICATION STANDARDS

- 1. Test a minimum 4' by 4' area on each type of masonry. Use the manufacturer's application instructions. Determine coverage rate for application. Let test area protective treatment cure before inspection. After curing, water test to verify sufficient coverage to repel moisture from surface. Verify that application of coating to substrate will not produce surface stains or discoloration and will match adjacent existing. Keep test panels available for comparison throughout the protective treatment project.
- 2. Clean surfaces; remove loose and foreign matter that could impede penetration or performance of coating.

3. Allow surfaces to dry completely before beginning application.
4. Apply at rate recommended by manufacturer unless otherwise determined by testing of mockup.
5. Apply in number of coats necessary to match adjacent existing coating.
6. Vertical Application
 - a. Apply protective treatment "wet-on-wet" to a visibly dry and absorbent surface.
 - b. Spray: Saturate from the bottom up, creating a 4" to 8" rundown below the spray contact point. Let the first application penetrate for 5-10 minutes, then resaturate. Less will be needed for the second application.
 - c. Brush or roller: Saturate uniformly. Let protective treatment penetrate for 5 to 10 minutes. Brush out heavy runs and drips that don't penetrate.
 - d. Dense Surface Application: Apply in a single, saturating application with no run down. Back roll all runs and drips to ensure uniform appearance. Do not over apply. Always test.
7. Horizontal Application
 - a. Saturate in a single application. Use enough to keep the surface wet for 2 to 3 minutes before penetration.
 - b. Broom out puddles until they soak in. Treated surfaces dry to touch in 1 hour. Protect surfaces from rainfall for 6 hours following treatment. Many surfaces need several days to develop full water repellency.
8. Do not apply coating if ambient or surface temperature is below freezing, there is a possibility of entrapped or frozen water exists or rain is expected during the next 72 hours.
9. Do not apply during high winds.
10. Prevent overspray onto adjacent materials.
11. Protect from rain for 6 hours and from pedestrian and vehicular traffic until visibly dry.
12. Allow joint sealants to cure a minimum of 48 hours after their application before applying coating.
13. Allow water repellent to cure a minimum of 5 days after application before applying joint sealers to coated surfaces.

CHEMICAL CLEANING OF MASONRY STANDARDS

1. Test by cleaning a 10 square foot section of masonry. Determine effectiveness of methods. Ensure that procedures will not discolor or damage existing surfaces. Perform multiple applications of varying concentrations of cleaning solution to determine optimum concentration. Test adjacent non-masonry surfaces for detrimental reaction with cleaning solution.
2. Protect adjacent and underlying surfaces from damage.
3. Install temporary dams and containment devices to collect runoff water.
4. Remove dirt, hydrocarbons, grease, oils, environmental pollutants and residues.
5. Sandblasting and the use of nonproprietary acids is prohibited.
6. Follow manufacturer's instructions and procedures established during testing.
7. Do not damage existing surfaces. Leave surfaces uniform in appearance.
8. Pre-wet surface with fresh water; apply cleaner using a brush, roller or low pressure spray for uniform coverage; gently scrub, as needed.
9. Leave the cleaning solution on the surface according to manufacturer's instructions. Do not let cleaning solution "dry in" to the masonry. If drying occurs, lightly wet treated surfaces with fresh water, and reapply the cleaner, gently scrubbing.
10. Rinse thoroughly with fresh water. Equipment should be adjustable to reduce water flow rate and rinsing pressure as required for controlled cleaning of more sensitive surfaces. Work at a uniform rate and uniform distance from surface.
11. The best combination of rinsing pressure and water volume is provided by masonry washing equipment generating 400-1000 psi with a water flow rate of 6-8 gallons per minute delivered through a 15-45 degree fan spray tip.
12. Older, more delicate masonry may require restricting water pressure to avoid damage. Always test first.
13. Continue washing until sudsing has ceased.
14. Repeat process if required until masonry is clean.

15. Do not perform work when ambient or surface temperature is below 40 degrees F, during precipitation, or if these conditions are anticipated within 24 hours after completion of work.
16. Do not perform work when wind could carry materials to adjacent or underlying materials or to adjacent property.

DEBRIS REMOVAL AND SITE CLEAN-UP

The contractor shall, at the end of each day of work, remove waste materials and debris resulting from the project. Large capacity containers may be utilized at the contractor's expense. The containers located at the site for the City's daily operations will not be used.

The contractor shall, at the completion of work, remove all tools, equipment and surplus materials from the work site.

PROJECT CLOSE-OUT

1. The contractor shall comply with all requirements of the contract regarding site clean up, substantial completion, final inspection and any other requirements as specified to complete the project.
2. Substantial Completion
 - a. When the contractor considers the work to be substantially complete, he shall submit to the City's representative:
 - i) A written notice that the work is substantially complete.
 - ii) A list of items requiring completion or correction.
 - b. Within a reasonable time after receipt of notice, the City's representative will make an inspection to determine the status of completion and prepare a "punch list" for the contractor's use.
3. Final Inspection
 - a. Before requesting final inspection, the contractor shall make a thorough survey of the work to assure "punch list" items have been completed.
 - b. Upon receipt of notice of completion of work and submittal of all required items from the contractor, the City's representative and the contractor shall make an inspection to verify final completion.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

The City of Sherman, requests the identity of all subcontractors, the identity of suppliers / manufacturers of the materials, and the application procedures to be submitted with your bid. The City of Sherman reserves the right to reject any proposed subcontractor and/or materials it deems to be substandard. The successful bidder and or subcontractor must be a certified representative of the products and materials being used in the execution of this contract.

NOTICE TO PROCEED

Upon execution of insurance certificates and the contract, the City of Sherman will issue a written Notice To Proceed to the contractor, requesting that the contractor proceed with the work and that the contractor shall commence work within the stated days after the date of the Notice To Proceed.

SALES TAX

The City of Sherman is statute exempt from State Sales Tax and Federal Excise Tax. The City of Sherman will issue an exemption certificate for the materials as long as they are part of the finished product. (State Sales and Use Tax, Contractors, Title 34 TAC, Rule 3.291.)

PAYMENT

Payment will be made after final completion and acceptance of the work in accordance with the State of Texas Prompt Payment Act, article 601 V.T. C. S. The City's designated representative will have authority to issue final acceptance of the work.

BONDS

1. Payment bond is required in the amount of 100% of the contracted value if the total bid price is equal to or greater than \$25,000.
2. Performance bond is required in the amount of 100% of the contracted value if the total bid price is equal to or greater than \$100,000.

EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

Notarized documents indicating release of liens, including contractor's waiver of liens and separate waivers of liens for subcontractors, suppliers, and others with lien rights, must be provided to the City of Sherman upon closeout of the project.

ADDITIONAL WORK

The City reserves the option to add additional work for lintel repair to this project after bid opening and contractor selection in accordance with budgeted funds. A project change order will be issued during the performance of the contract when the City is confident budgeted funds will be available.

**CITY OF SHERMAN - BID NO. 2014-06; MUNICIPAL BUILDING EXTERIOR RESTORATION
ADDENDUM I - BID SCHEDULE REVISED**

North Elevation	Unit of Measure	Price per Unit of Measure	Estimated Quantity	Extended Price
R&R Sealant @ Window and Door Perimeters	linear foot	\$ 7.05	1,200	\$ 8,460.00
R&R Sealant @ Terra Cotta	linear foot	\$ 6.26	2,000	\$ 12,520.00
Misc. Brick Replacement	each	\$ 30.00	30	\$ 900.00
Misc. Tuckpointing **	square foot	\$ 4.18	2,000 sq ft	\$ 8,360.00
Clean Masonry	square foot	\$ 1.04	9,300	\$ 9,672.00
Apply Sealer / Water Proofing	square foot	\$.87	9,300	\$ 8,091.00
Misc. Terra Cotta Patching	square foot	\$ 48.15	50 locations (1 sq ft per)	\$ 2,407.50
Convert Horizontal Main Joints to Soft Joints (Stairs)	linear foot	\$ 3.90	100	\$ 390.00
Masonry Repairs, Cleaning & Water Proofing of Steps, Landings and Entrances	single unit	single unit	single unit	\$ 850.00
North Elevation Total				\$ 51,650.50
South Elevation				
R&R Sealant @ Window and Door Perimeters	linear foot	\$ 7.05	1,150	\$ 8,107.50
R&R Sealant @ Terra Cotta	linear foot	\$ 6.26	2,000	\$ 12,520.00
Misc. Brick Replacement	each	\$ 30.00	30	\$ 900.00
Misc. Tuckpointing **	square foot	\$ 4.18	2,000 sq ft	\$ 8,360.00
Clean Masonry	square foot	\$ 1.04	9,300	\$ 9,672.00
Apply Sealer / Water Proofing	square foot	\$.87	9,300	\$ 8,091.00
Misc. Terra Cotta Patching	square foot	\$ 46.95	100 locations (1 sq ft per)	\$ 4,695.00
Convert Horizontal Main Joints to Soft Joints (Stairs)	linear foot	\$ 3.90	100	\$ 390.00
Masonry Repairs, Cleaning & Water Proofing of Steps, Landings and Entrances	single unit	single unit	single unit	\$ 850.00
South Elevation Total				\$ 53,585.50
East Elevation				
R&R Sealant @ Window and Door Perimeters	linear foot	\$ 7.05	750	\$ 5,287.50
R&R Sealant @ Terra Cotta	linear foot	\$ 6.26	1,750	\$ 10,955.00
Misc. Brick Replacement	each	\$ 30.00	20	\$ 600.00
Misc. Tuckpointing **	square foot	\$ 4.18	100 sq ft	\$ 418.00
Clean Masonry	square foot	\$ 1.04	3,500	\$ 3,640.00
Apply Sealer / Water Proofing	square foot	\$.87	3,500	\$ 3,045.00

*M.D. Continental
RESTORATION*

**CITY OF SHERMAN - BID NO. 2014-06; MUNICIPAL BUILDING EXTERIOR RESTORATION
ADDENDUM I - BID SCHEDULE REVISED**

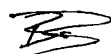
Misc. Terra Cotta Patching	square foot	\$ 46.95	100 locations (1 sq ft per)	\$ 4,695.00
Convert Horizontal Main Joints to Soft Joints (Stairs)	linear foot	\$ 3.90	500	\$ 1,950.00
Masonry Repairs, Cleaning & Water Proofing of Steps, Landings and Entrances	single unit	single unit	single unit	\$ 2,123.00
East Elevation Total				\$ 32,713.00
West Elevation	Unit of Measure	Price per Unit of Measure	Estimated Quantity	Extended Price
R&R Sealant @ Window and Door Perimeters	linear foot	\$ 7.05	1,300	\$ 9,165.00
R&R Sealant @ Terra Cotta	linear foot	\$ 6.26	900	\$ 5,634.00
Misc. Brick Replacement	each	\$ 30.00	20	\$ 600.00
Misc. Tuckpointing **	square foot	\$ 4.18	1,000 sq ft	\$ 4,180.00
Clean Masonry	square foot	\$ 1.04	3,500	\$ 3,640.00
Apply Sealer / Water Proofing	square foot	\$.89	3,500	\$ 3,045.00
Misc. Terra Cotta Patching	square foot	\$ 49.76	30 locations (1 sq ft per)	\$ 1,492.80
Convert Horizontal Main Joints to Soft Joints (Stairs)	linear foot	\$ 3.90	500	\$ 1,950.00
Masonry Repairs, Cleaning & Water Proofing of Steps, Landings and Entrances	single unit	single unit	single unit	\$ 2,194.00
West Elevation Total				\$ 31,900.00

**Misc. Tuckpointing includes repairing all previously repaired areas of inferior workmanship and/or materials, as discussed and clarified in the pre-bid meeting (June 30, 2014).

Add/Alt: Remove and Replace Caulking of Metal to Metal Joints on Aluminum Frame of Office Windows	single unit	single unit	single unit	\$ 16,068.00
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GENERAL/OTHER CONDITIONS:

<u>Conditions</u>	<u>ADD: \$ 99,044.00 for GENERAL</u>
<u>BASE BID TOTAL: \$ 268,893.00</u>	
<u>ADD/ALT: \$ 16,068.00</u>	
<u>TOTAL: \$ 284,961.00</u>	

M.O. Continental Restoration


GUARANTEE

Except as otherwise expressly provided in this contract, the contractor shall remedy at his own expense any failure of the work to conform to contract specifications and any defect of material, or workmanship, provided that the City gives the contractor notice of any such failure or defect promptly after discovery but not later than one (1) year after final acceptance of the work. The contractor, at his own expense, shall also remedy the contents thereof which are the result of any neglect, failure or defect, and restore any work damaged in fulfilling the terms of this clause. Should the contractor fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, the City shall have the right to replace, repair or otherwise remedy such failure or defect at the contractor's expense.

Yes X No

FIRE PREVENTION AND SAFETY

The contractor will perform all work in a fire-safe manner; comply with the standards of the National Board of Fire Underwriters; and store all flammable liquids at least fifteen feet from any structure. Trash and waste materials will not be allowed to accumulate in excessive quantities. The working area will be policed near the close of each working day and trash and waste disposed of.

Yes X No

DISPOSITION OF MATERIALS

All materials shall be good standard, commercial products and approved by the City of Sherman. Materials shall be stored in an approved manner and shall be protected from contact with soil and exposure to the elements.

Yes X No

WARRANTIES

1. Provide 20 year manufacturer's written warranty for silicone sealants.

Yes X No

2. Provide manufacturer's standard (but no less than 5 years) written warranty for water repellant.

Yes X No

CITY OF SHERMAN
BID NO. 2014 -06
MUNICIPAL BUILDING EXTERIOR RESTORATION

Bidder DOES (☒) DOES NOT (☐) meet all bid specifications.

Exceptions:

Additions:

Years in Business: 68 years

Years Providing Tuckpointing and Masonry Restoration Services: 68 years

Number of Full-time Employees: 295

Number of Part-time Employees: 1

List Subcontractors:

List three (3) companies or governmental agencies where bidding company has provided similar services described in this bid:

1 - Company Name: City of Arlington

Address: 801 W. Main Street Telephone No: 817.459.5424
Arlington, TX 76004

Contact Person: Steve Duncan Title: Facility Manager

Project Description:
Caulking, Coating, Waterproofing

2 - Company Name: Gaines County Courthouse

Address: 1015. Main St - Seminole, TX Telephone No: 806.215.2245
79260

Contact Person: Rick Dollahan Title: Owner/Rep

Project Description:
Exterior Masonry Cleaning, Paint Stripping,
STONE VENEER, Mortar Joint Replacement, Terra Cotta
Patching, Soffit Coating, Terra Cotta Coating

3 - Company Name: Tarrant Regional Water District

Address: 600 E. Northside DR. Telephone No: 817.720.4483
Ft Worth, TX 76164

Contact Person: Billy Reed Title: Senior Buyer

Project Description:
Caulking, Tilt wall Joint Replacement

SECTION III. BIDDERS CERTIFICATION

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

Our company is a (check one):

☒ Corporation (The bid MUST be signed by an officer of the company)

☐ Partnership (The bid MUST be signed by a general partner)

☐ Joint Venture (The bid MUST be signed by an officer of the company)

☐ Sole Proprietor (The bid MUST be signed by the owner)

Company Name: Mid-Continental Restoration Company, Inc.

Address of Principal Place of Business: Corporate Office

401 E. Hudson, Fort Scott, KS 66701

Mailing Address (if different): Branch Office

4101 Murray Ave., Ft. Worth, TX 76117

Phone: 817-498-7277

Email: brad_boyd@midcontinental.com

Authorized Representative: Brad Boyd

Signature: _____

Date: 7/15/14

Acknowledgement of addenda (if any): #1 _____ #2 _____ #3 _____

EXCUTED this 15 day of July, 2014.

SELLER:

BRAND BOYD
(Signature)

BRAND BOYD PM
(Type/Print Name and Title/Position)

4101 Murray Ave.
(Address)

Fort Worth, TX 76117
(City,State,Zip)

ATTEST:

BY: _____
GEORGE OLSON,
CITY MANAGER
220 W. MULBERRY
SHERMAN, TEXAS, 75090

ATTEST:

APPROVED:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
BRANDON SHELBY
CITY ATTORNEY

Bid Tabulations:

Municipal Building Exterior Restoration Open

Date: July, 2014 @ 2:00 PM

	Sunbelt Blding Svcs		Phoenix 1 Restoration		Frontier Waterproofing		Mid-Continental Rest.	
North Elevation								
R&R Sealant @ Window and Door Perimeters	\$	6,595.00	\$	7,500.00	\$	7,677.96	\$	8,460.00
R&R Sealant @ Terra Cotta	\$	18,925.00	\$	6,900.00	\$	12,108.60	\$	12,520.00
Misc. Brick Replacement	\$	2,001.00	\$	900.00	\$	1,443.30	\$	900.00
Misc. Tuckpointing	\$	36,670.00	\$	37,000.00	\$	39,000.00	\$	8,360.00
Clean Masonry	\$	5,430.00	\$	6,500.00	\$	10,972.50	\$	9,672.00
Apply Sealer/Water Proofing	\$	11,950.00	\$	6,500.00	\$	15,675.00	\$	8,091.00
Misc. Terra Cotta Patching	\$	5,313.00	\$	6,250.00	\$	4,709.00	\$	2,407.50
Convert Horizontal Main Joints to Soft Joints (Stairs)	\$	940.00	\$	300.00	\$	286.20	\$	390.00
Masonry Repairs, Cleaning & Water Proofing of Steps, Landings and Entrances	\$	1,721.00	\$	1,500.00	\$	1,000.00	\$	850.00
North Elevation Total	\$	89,545.00	\$	73,350.00	\$	92,872.56	\$	51,650.50
South Elevation								
R&R Sealant @ Window and Door Perimeters	\$	6,890.00	\$	7,500.00	\$	7,677.96	\$	8,107.50
R&R Sealant @ Terra Cotta	\$	16,160.00	\$	6,900.00	\$	12,108.60	\$	12,520.00
Misc. Brick Replacement	\$	2,001.00	\$	900.00	\$	1,443.30	\$	900.00
Misc. Tuckpointing	\$	36,690.00	\$	37,000.00	\$	39,000.00	\$	8,360.00
Clean Masonry	\$	5,835.00	\$	6,500.00	\$	10,972.50	\$	9,672.00
Apply Sealer/Water Proofing	\$	12,555.00	\$	6,500.00	\$	15,675.00	\$	8,091.00
Misc. Terra Cotta Patching	\$	9,630.00	\$	12,500.00	\$	9,418.00	\$	4,695.00
Convert Horizontal Main Joints to Soft Joints (Stairs)	\$	928.00	\$	300.00	\$	286.20	\$	390.00
Masonry Repairs, Cleaning & Water Proofing of Steps, Landings and Entrances	\$	1,127.00	\$	1,500.00	\$	1,000.00	\$	850.00
South Elevation Total	\$	91,816.00	\$	79,600.00	\$	97,581.56	\$	53,585.50
East Elevation								
R&R Sealant @ Window and Door Perimeters	\$	5,260.00	\$	4,875.00	\$	5,055.42	\$	5,287.00
R&R Sealant @ Terra Cotta	\$	15,580.00	\$	5,700.00	\$	9,731.52	\$	10,955.00
Misc. Brick Replacement	\$	1,996.00	\$	600.00	\$	962.20	\$	600.00
Misc. Tuckpointing	\$	2,871.00	\$	1,850.00	\$	1,950.00	\$	418.00
Clean Masonry	\$	1,675.00	\$	3,250.00	\$	5,659.50	\$	3,640.00
Apply Sealer/Water Proofing	\$	3,950.00	\$	3,250.00	\$	8,085.00	\$	3,045.00
Misc. Terra Cotta Patching	\$	10,035.00	\$	12,500.00	\$	9,418.00	\$	4,695.00
Convert Horizontal Main Joints to Soft Joints (Stairs)	\$	5,623.00	\$	2,800.00	\$	5,342.40	\$	1,950.00
Masonry Repairs, Cleaning & Water Proofing of Steps, Landings and Entrances	\$	3,025.00	\$	11,200.00	\$	6,500.00	\$	2,123.00
East Elevation Total	\$	50,015.00	\$	46,025.00	\$	52,704.04	\$	32,713.00
West Elevation								
R&R Sealant @ Window and Door Perimeters	\$	6,240.00	\$	6,600.00	\$	7,023.96	\$	9,165.00
R&R Sealant @ Terra Cotta	\$	12,405.00	\$	3,000.00	\$	7,694.82	\$	5,634.00
Misc. Brick Replacement	\$	1,701.00	\$	600.00	\$	962.20	\$	600.00
Misc. Tuckpointing	\$	20,330.00	\$	18,500.00	\$	19,500.00	\$	4,180.00
Clean Masonry	\$	1,790.00	\$	4,095.00	\$	5,886.65	\$	3,640.00
Apply Sealer/Water Proofing	\$	3,195.00	\$	4,095.00	\$	8,409.50	\$	3,045.00
Misc. Terra Cotta Patching	\$	3,878.00	\$	3,750.00	\$	2,825.40	\$	1,492.80
Convert Horizontal Main Joints to Soft Joints (Stairs)	\$	1,080.00	\$	600.00	\$	1,068.48	\$	1,950.00
Masonry Repairs, Cleaning & Water Proofing of Steps, Landings and Entrances	\$	3,360.00	\$	3,500.00	\$	2,000.00	\$	2,194.00
West Elevation Total	\$	53,979.00	\$	44,740.00	\$	55,371.01	\$	31,900.80
General/Other Costs	\$	66,585.00	\$	118,000.00	\$	3,581.00	\$	99,044.00
BASE BID TOTAL	\$	351,940.00	\$	361,715.00	\$	302,110.17	\$	268,893.80



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 08/04/2014

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5871**

Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 822 North East Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 822 North East Street.

Background:

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

Origination:

Tobar Properties, LLC, Mario Tobar, Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$226.20 annually.

Staff Recommendation:

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

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5871

Residential Tax Abatement Agreement

Application

Location Map

Warranty Deed

Survey/Site Plan

Building Permit

Photo

RESOLUTION NO. 5871

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 822 NORTH EAST STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Tobar Properties, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Tobar Properties, LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 822 North East Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the ____ day of _____, 2014.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2014, and continuing for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022

and 2023, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2014, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2014	100%
2015	100%
2016	100%
2017	100%
2018	100%
2019	100%
2020	80%
2021	60%
2022	40%
2023	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023, as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 822 North East Street, Sherman, Texas, and as more particularly described by the following:

LOT 9, BLOCK 2, HALL & JONES ADDITION

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

VI.

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

VII.

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

VIII.

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

event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

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

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

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

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

XI.

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

XII.

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

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Tobar Properties, LLC
1308 Pintail Drive
Sherman, Texas 75092
(903) 816-0416

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2014.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
TOBAR PROPERTIES, LLC

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
MARIO TOBAR

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **MARIO TOBAR**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2014 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Manio Tobar

Mailing Address: 1308 Pintail Dr. Sherman TX 75092

Telephone Number: (903) 816-0416

Contact (if different than owner):

Name: June

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 822 N. East st.

Summary Legal Description: Lot: 9 Block: 2 Addition: Hall & Jones Addition

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

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: ☐

Estimated Value of Improvements: \$65,000

Estimated Date of Start of Construction: 07/14/14

Estimated Date of Completion of Project: 10/14/14

Description of Project: _____

New Construction

Applicant(s): 

Date: 07/14/14

Date: _____



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

822 N. East Street



NOT TO SCALE

1 inch = 41 feet

0117527
"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

WARRANTY DEED

DATE: February 25, 2014

GRANTOR: HATTIE MCKINNEY KNIGHT, a single woman

GRANTEE AND GRANTEE'S MAILING ADDRESS: TOBAR PROPERTIES, LLC, 1308 Pintail Drive, Sherman, Tx 75092

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged.

PROPERTY (including any improvements): Being Lot No. Nine (9), Block No. Two (2) Hall & Jones Addition to the City of Sherman, Grayson County, Texas, as shown by Plat of record in Volume 58, Page 245, Deed Records, Grayson County, Texas.

RESERVATIONS FROM CONVEYANCE:

None

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

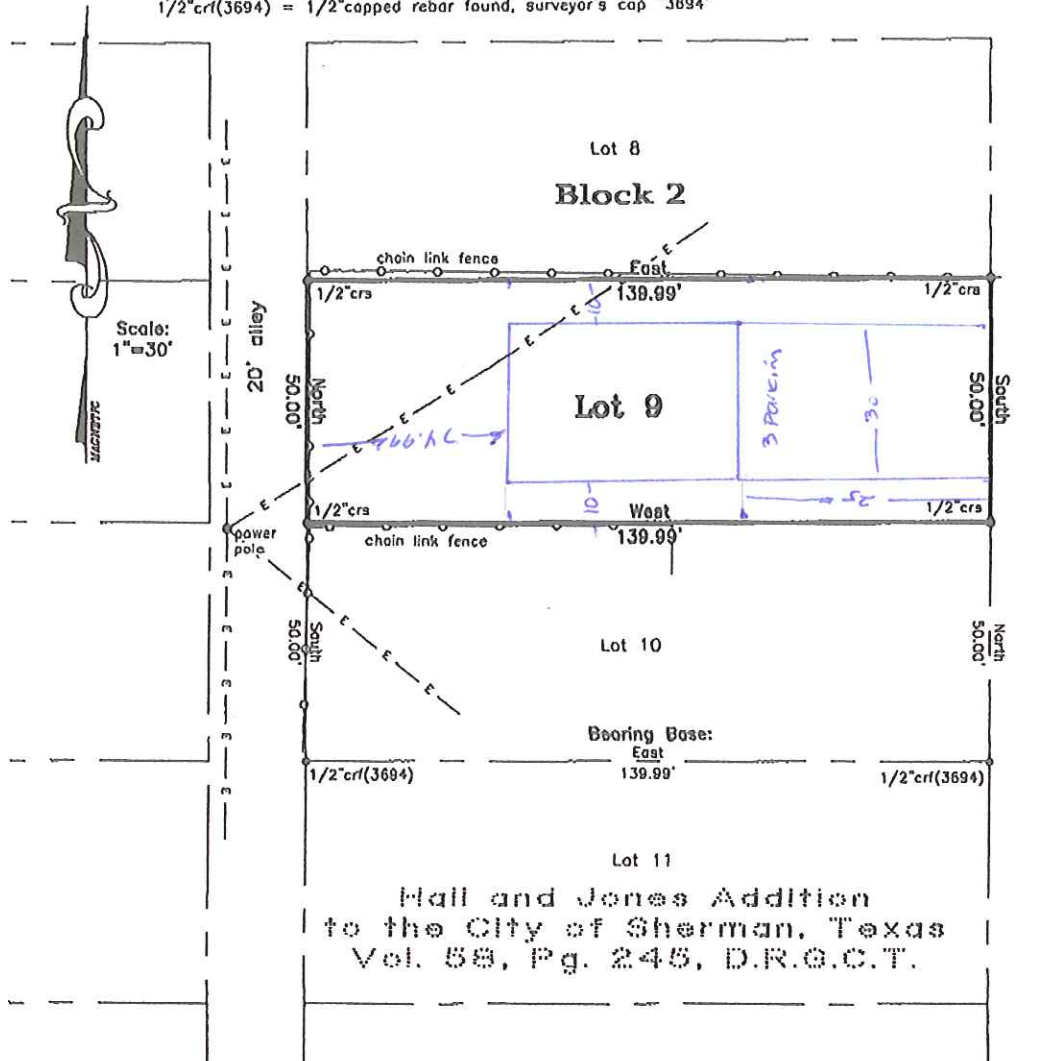
This conveyance is made and accepted subject to any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent that they are still in force and effect, and shown of record in the hereinabove mentioned County and State; and also to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are applicable and enforceable against the hereinabove described property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

822 N. East St.

1/2"crs = 1/2" capped rebar set, stamped NPLS 7700
 1/2"crf(3694) = 1/2" capped rebar found, surveyor's cap "3694"



East Street
 (also known as N. East St.)

Owner: Tobar Properties, LLC

Address: 822 N. East Street
 Sherman, Texas

This survey is for the sole benefit of the Owner stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that this survey complies with the Texas Professional Land Surveying Practices Act and General Rules of Procedures and Practices, as adopted by the Texas Board of Professional Land Surveying was prepared from a survey made on the ground of Lot 9, Block 2 of Hill and Jones Addition to the City of Sherman, Texas, as per plat of record in Volume 58, Page 245, Deed Records, Grayson County, Texas.

Helvey & Associates Surveying, Inc.
 222 W. Main St.
 Denison, Texas 75020
 Ph (903) 463-6191 Fax (903) 463-4088
 Firm Registration No. 10088100
 Texas Board of Professional Land Surveying

Billy F. Helvey, R. P. L. S. No. 4488
 Copyright Date: July 2, 2014

C:\Land Projects R2\822-N-East-Street-Sherman\deg\Lot-9-Block-2-Hill&Jones.dwg 7/2/2014 8:18:38 AM COT

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 141438 SUBCONTRACTOR: MARIO TOBAR DATE ISSUED: 7/15/2014

PROJECT ADDRESS: 822 N EAST ST
PARCEL ID:
SUBDIVISION:

LOT #:
BLK #:
ZONE ORD:

ISSUED TO: MARIO TOBAR
ADDRESS: 1308 PINTAIL
CITY, ST ZIP: SHERMAN TX 75092-4243
PHONE: 903-816-0416

CONTRACTOR: MARIO TOBAR
ADDRESS: 1308 PINTAIL
CITY, ST ZIP: SHERMAN TX 75092-4243
PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION
VALUATION: \$ 65,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,300.00
BEDROOMS: 3

BATHROOMS: 1
STORIES: 1

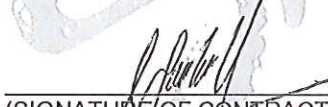
FEE CODE	DESCRIPTION	AMOUNT
BLD03	NEW RESIDENTIAL	\$ 390.00
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
TOTAL		\$ 415.00

NOTES:

NOTICE

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

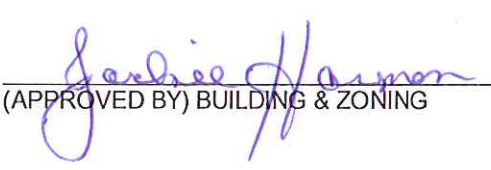
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

7/15/14
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

7/15/14
DATE


(APPROVED BY) BUILDING & ZONING

7/16/14
DATE

822 N. East





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 08/04/2014

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5872**

Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 110 North Colbert Avenue

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 110 North Colbert Avenue.

Background:

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

Origination:

Cupid Investments, Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$313.20 annually.

Staff Recommendation:

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

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5872

Residential Tax Abatement Agreement

Application

Location Map

Warranty Deed

Survey

Building Permit

Site Plan

Photo

RESOLUTION NO. 5872

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH CUPID INVESTMENTS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 110 NORTH COLBERT AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Cupid Investments and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Cupid Investments for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 110 North Colbert Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the ____ day of _____, 2014.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2014, and continuing for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022

and 2023, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2014, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2014	100%
2015	100%
2016	100%
2017	100%
2018	100%
2019	100%
2020	80%
2021	60%
2022	40%
2023	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023, as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 110 North Colbert Avenue, Sherman, Texas, and as more particularly described by the following:

LOT 8, BLOCK 14, CHRISTIAN COLLEGE ADDITION

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

VI.

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

VII.

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

VIII.

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

event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

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

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

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

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

XI.

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

XII.

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

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Cupid Investments
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4200

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2014.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
RON BARTON, CUPID INVESTMENTS

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
RON BARTON

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2014 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Cupid Investments

Mailing Address: 715 S. Hwy 75 Sherman, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Greg Pierson (Cupid Homes)

Mailing Address: 715 S. Hwy 75 Sherman, TX 75090

Telephone Number: 903-868-4201

Property:

Physical Address: 110 N. Colbert Ave.

Summary Legal Description: Lot: 8 Block: 14 Addition: Christian College Add.

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

Improvements:

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

Estimated Value of Improvements: \$90,000

Estimated Date of Start of Construction: 7/17/2014

Estimated Date of Completion of Project: 10/17/2014

Description of Project: New Home Construction

Applicant(s): 

Date: 7-17-2014

Date:



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

110 N. Colbert Ave.



NOT TO SCALE

1 inch = 55 feet

Grayson County
Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090



70 2011 00017654

0112282

Instrument Number: 2011-00017654

As

Recorded On: August 31, 2011

Recordings

Parties: RUSSELL JO ANN

Billable Pages: 1

To BARTON CAPITAL LTD

Number of Pages: 3

Comment: WD

(Parties listed above are for Clerks reference only)

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

Recordings	16.00
Total Recording:	16.00

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

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

File Information:

Record and Return To:

Document Number: 2011-00017654

Receipt Number: 337655

Recorded Date/Time: August 31, 2011 03:18:26P

Book-Vol/Pg: BK-OR VL-5015 PG-276

User / Station: G WHITE - Cashiering Station 1

RED RIVER TITLE CO

421 N. CROCKETT ST

SHERMAN TX 75090



THE STATE OF TEXAS
COUNTY OF GRAYSON

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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

WARRANTY DEED

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

THAT JO ANN RUSSELL, a widow

(Hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations cash in hand paid by **BARTON CAPITAL, LTD**

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

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

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

BEING LOT NO. EIGHT (8) IN BLOCK FOURTEEN (14) OF CHRISTIAN COLLEGE ADDITION TO THE CITY OF SHERMAN, TEXAS AS SHOWN BY PLAT OF RECORD IN VOLUME 105, PAGE 13, DEED RECORDS, GRAYSON COUNTY, TEXAS.

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

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

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

Executed on this the 30th day of Aug., 2011.


JO ANN RUSSELL

THE STATE OF TEXAS

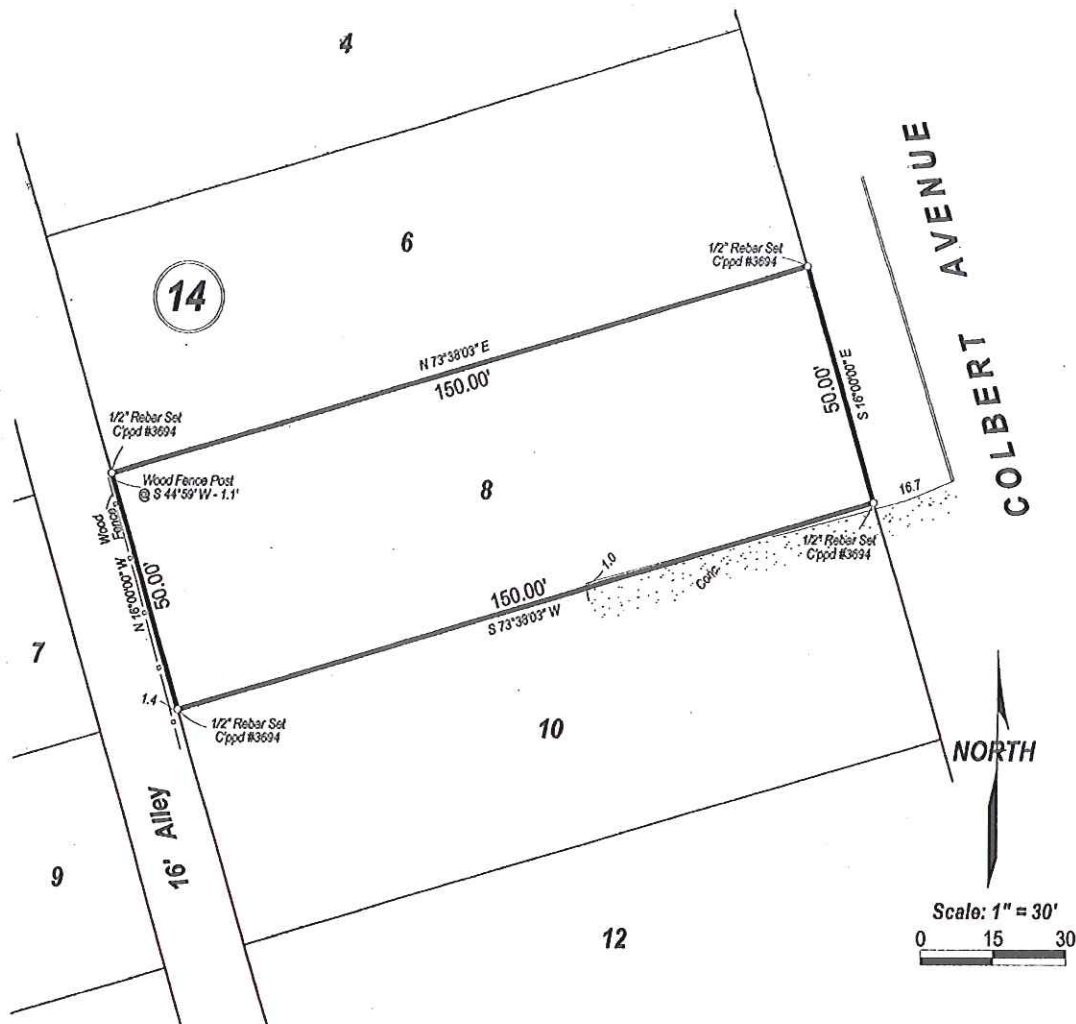
COUNTY OF GRAYSON

This instrument was acknowledged before me this 30th day of Aug., 2011, by JO ANN RUSSELL.


NOTARY PUBLIC - STATE OF TEXAS

AFTER RECORDING RETURN TO:

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



SARTIN & ASSOCIATES, INC.

Registered Professional Land Surveyors

FIRM Headquarters - #10081100

109 S. Travis, P. O. Box 1843 Sherman, Texas 75091 - 1843
Ph.: (903) 892-8003 Fax: (903) 868-2970 Email - msartin@gccclsp.com

SURVEY FOR: CUPID HOMES

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 18th day of July, 2014 of the following described property:

Lot EIGHT (8), in Block FOURTEEN (14) of CHRISTIAN COLLEGE ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 105, Page 13, Deed Records, Grayson County, Texas.

That the improvements on said property are known as **110 N. COLBERT AVENUE, SHERMAN, TEXAS** and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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



[Signature]
Marshall Sartin R.P.L.S. # 3694

CITY OF SHERMAN

RESIDENTIAL BUILDING PERMIT

PERMIT #: 141467 SUBCONTRACTOR: CUPID INVESTMENTS DATE ISSUED: 7/17/2014

PROJECT ADDRESS: 110 N COLBERT AVE
PARCEL ID:
SUBDIVISION: CHRISTIAN COLLEGE ADDN

LOT #: 8
BLK #: 14
ZONE ORD:

ISSUED TO: CUPID INVESTMENTS
ADDRESS: 715 S SAM RAYBURN FWY
CITY, ST ZIP: SHERMAN TX 75090-7260
PHONE: 903-818-6180

CONTRACTOR: CUPID INVESTMENTS
ADDRESS: 715 S SAM RAYBURN FWY
CITY, ST ZIP: SHERMAN TX 75090-7260
PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL CONSTRUCTION
VALUATION: \$ 90,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,154.00
BEDROOMS: 3
BATHROOMS: 2
STORIES: 1

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

NOTES:

NOTICE

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

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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

7/15/2014
DATE

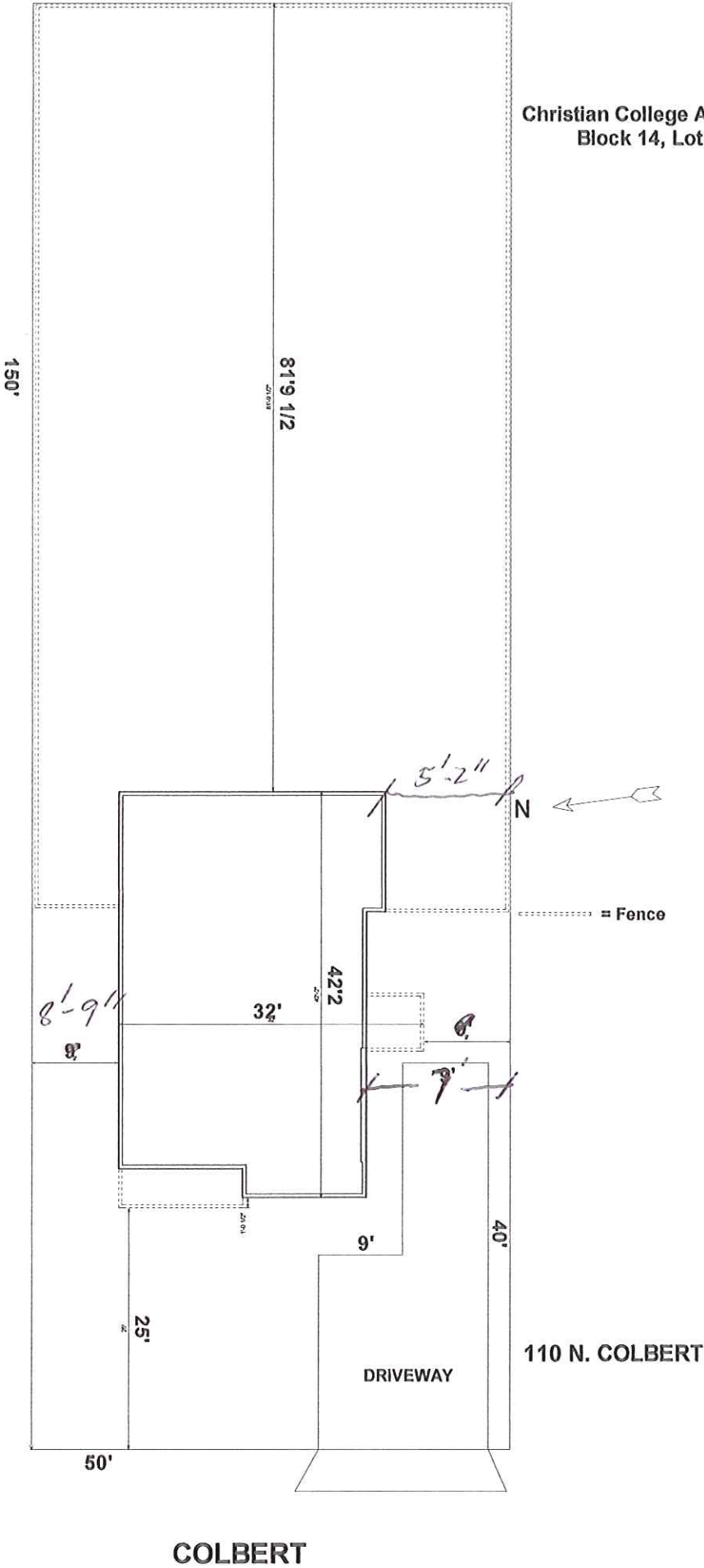

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

7/17/14
DATE


(APPROVED BY) BUILDING & ZONING

7/25/14
DATE

Christian College Addition
Block 14, Lot 8



110 N. Colbert





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 08/04/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

*** OTHER BUSINESS**

Consider Calling a Special Meeting of the City Council for Tuesday, September 2, 2014, 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 2, 2014, 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 1st, 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 2nd.

Alternatives:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 08/04/2014

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

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Review Draft Capital Improvement Program (CIP) 2014-2019 and Set Public Hearing for Tuesday, September 2, 2014

Issue:

To review the draft CIP 2014-2019 and set the public hearing on such for Tuesday, September 2, 2014

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	\$30,137,750
<u>Utility Fund</u>	<u>\$46,811,500</u>
Total Funding for 2014-2019	\$76,949,250

Staff Recommendation:

It is recommended that the City Council review the City's 2014-2019 Capital Improvement Program and set the public hearing on said 2014-2019 CIP for Tuesday, September 2, 2014.

Alternatives:

Those as may be directed by the City Council

Attachments

CIP Summary

GENERAL SERVICES

2014 - 2015

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
Hunt Street Erosion	\$100,000						\$100,000
Street Program		\$1,500,000					\$1,500,000
GIS System			\$200,000				** \$200,000
Total 2014-2015	\$100,000	\$1,500,000	\$200,000	\$0	\$0	\$0	\$1,800,000

** SEDCO Funded

2015-2016

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
Northeast Fire Station Site			\$2,500,000				* \$2,500,000
Southwest Fire Station			\$5,200,000				* \$5,200,000
Storm Water Utility Fee Study	\$200,000						\$200,000
Northside Fire Station 5 Renovation			\$300,000				\$300,000
Municipal Airport Runway and Taxiway Rehab			\$402,000				\$402,000
Sherman Armory Building Repair, Phase I			\$300,000				\$300,000
Northside Station 5 Driveway and Parking Lot			\$70,000				\$70,000
Cypress Grove Rd. Rebuild - Rex Cruse to Redbud - Preliminary Engineering and ROW		\$200,000					\$200,000
Travis Street Bridge Repair	\$180,000						\$180,000
Bridge Erosion Repair (West McGee, Taylor St, W Washington Street at Post Oak Creek)	\$143,000						\$143,000
S. Sam Rayburn Frwy, Contemporary Street and Westwood Drive, Property Acquisition	\$96,250						\$96,250
Sherman Armory Building Repair, Phase II			\$150,000				\$150,000
Sherman Armory Building Repair, Phase III			\$150,000				\$150,000
Municipal Airport Apron Rehab			\$172,000				\$172,000
Municipal Airport Terminal Repair			\$60,000				\$60,000
Senior Center Building Repair			\$60,000				\$60,000
Street Maintenance Building Repair			\$50,000				\$50,000
Fire Station #3 Building Repair			\$50,000				\$50,000
Library Boiler/HVAC Replacement			\$70,000				\$70,000
Hawn Skateboard Renovation - Phase II				\$80,000			\$80,000
Fairview Park Tot Playground				\$50,000			\$50,000
Fairview Park Field Lighting				\$150,000			\$150,000
Martin Luther King Park Restroom				\$150,000			\$150,000
Ely Park Playground				\$80,000			\$80,000
Hawn Park Field Lighting				\$200,000			\$200,000
Drainage Improvement Projects	\$250,000						\$250,000
Street Right-of-Way and Street Oversize Funding		\$50,000					\$50,000
GIS System			\$50,000				\$50,000
Total 2015-2016	\$869,250	\$250,000	\$9,584,000	\$710,000	\$0	\$0	\$11,413,250

* Bonded

2016-2017

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
Cypress Grove Rd. Rebuild - Rex Cruse to Redbud		\$1,430,000					\$1,430,000
Starlight Alley Rebuild		\$700,000					\$700,000
Regency Drive and W. Washington Street, Property Acquisition	\$287,750						\$287,750
Bridge Erosion Repair (Center St. at Sand Creek and N. Ricketts St.)	\$57,000						\$57,000
Library Upper Roof Replacement			\$380,000				\$380,000
Fire Station 1, New Roof			\$200,000				\$200,000
Municipal Airport Hangar Roof Replacement			\$180,000				\$180,000
Municipal Airport Hangar Taxiway Rehabilitation			\$30,000				\$30,000
Hawn Park Pavilion				\$75,000			\$75,000
Rosedale Park Restroom				\$150,000			\$150,000
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 2016-2017	\$594,750	\$2,180,000	\$840,000	\$300,000	\$0	\$0	\$3,914,750

2017-2018

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
Loy Lake Road Construction (US Hwy 82 to Pecan Grove Rd)		\$700,000					**** \$700,000
Fallon Drive Construction - Preliminary Engineering and ROW		\$200,000					\$200,000
Rex Cruse Drive Rebuild - Preliminary Engineering and ROW		\$260,000					\$260,000
Archer Drive Detention Pond Property Acquisition	\$1,059,500						\$1,059,500
Bridge Erosion Repair (Hillcrest St and N. Woods St)	\$64,000						\$64,000
Police Station Roof Replacement			\$200,000				\$200,000
Municipal Airport Quonset Hangar Roof Replacement			\$50,000				\$50,000
Rosedale Park Playground				\$60,000			\$60,000
Rosedale Park Field Lighting				\$50,000			\$50,000
Hawn Park Sprayground Expansion				\$300,000			\$300,000
Hillcrest Park Renovation				\$150,000			\$150,000
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 2017-2018	\$1,373,500	\$1,210,000	\$300,000	\$560,000	\$0	\$0	\$3,443,500

**** TIF

2018-2019

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
Municipal Airport Runway Lighting Replacement			\$384,000				\$384,000
Fallon Drive West Construction to U.S. Hwy 75		\$1,250,000					\$1,250,000
U.S. Highway 75 Fallon Drive Ramps		\$3,600,000				**	\$3,600,000
Rex Cruse Drive Rebuild		\$1,860,000					\$1,860,000
Center Street Bridge Repair (at Post Oak Creek)	\$185,000						\$185,000
Bridge Erosion Repair (W Pecan St, Lamberth Rd, Centennial St and Blue Flame Rd)	\$73,000						\$73,000
Archer Drive Detention Pond Construction	\$214,250						\$214,250
Fairview Park Pavilions				\$50,000			\$50,000
Fairview Park Spray Ground and Splash Expansion				\$500,000			\$500,000
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 2018-2019	\$722,250	\$6,760,000	\$434,000	\$1,650,000	\$0	\$0	\$9,566,250

** SEDCO Funded

GENERAL GRAND TOTAL	\$3,659,750	\$11,900,000	\$11,358,000	\$3,220,000	\$0	\$0	\$30,137,750
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UTILITY SERVICES

2014-2015

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals	
Gallagher Elevated Tank Painting and Repair					\$1,125,000		\$1,125,000	
WTP Expansion - Engineering and Design					\$2,000,000	*	\$2,000,000	
Blalock Industrial Sewer Replacement						\$1,000,000	**	\$1,000,000
Reconfigure Sears Lift Station to Gravity Sewer						\$1,650,000	*	\$1,650,000
WWTP Relief Headworks - Engineering and Construction						\$5,500,000	*	\$5,500,000
WWTP - Biosolids Engineering, Design and Construction						\$1,500,000	*/1	\$1,500,000
WTP - Sludge Dewatering Basin					\$350,000			\$350,000
Ricketts Street Water Line Replacement, Phase 2					\$168,000			\$168,000
Eastside Outfall Return Sewer						\$1,000,000	*	\$1,000,000
Utility Main Oversizing					\$25,000	\$25,000		\$50,000
TOTAL 2014-2015	\$0	\$0	\$0	\$0	\$3,668,000	\$10,675,000		\$14,343,000

* Bonded

** SEDCO Funded

1 Under Technological Review

2015-2016

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
WWTP - Study Digester Upgrade and Cost Recovery (8%)						\$200,000	\$200,000
WWTP Automated Dissolved Oxygen Control						\$900,000	* \$900,000
WWTP Control Building Upgrade			\$400,000				\$400,000
WWTP - Repair/Replace Perimeter Fencing			\$90,000				\$90,000
WWTP - Digester Firebreak and Sludge Basin Erosion Control			\$50,000				\$50,000
WTP Expansion Construction					\$15,000,000		* \$15,000,000
Brine Disposal from WTP					\$2,000,000		* \$2,000,000
Ida Road Ground Storage Tank Repair and Painting					\$1,000,000		\$1,000,000
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 2015-2016	\$0	\$0	\$540,000	\$0	\$18,188,000	\$1,350,000	\$20,078,000

* Bonded

2016-2017

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals	
WWTP - Nutrient Removal Preliminary Engineering						\$1,400,000	*	\$1,400,000
Laboratory Building Expansion			\$300,000					\$300,000
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	\$300,000	\$0	\$265,500	\$1,450,000		\$2,015,500

* Bonded

2017-2018

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
WWTP - Nutrient Removal Process						\$8,000,000	* \$8,000,000
Relief Sewer D-1						\$290,000	\$290,000
South Sherman Trunk Sewer						\$135,000	\$135,000
Texoma Parkway Water Replacement - Phase V					\$300,000		* \$300,000
Utility Main Oversizing					\$50,000	\$50,000	\$100,000
TOTAL 2017-2018	\$0	\$0	\$0	\$0	\$350,000	\$8,475,000	\$8,825,000

* Bonded

2018-2019

	Drainage	Streets	Facilities	Parks	Water	Sewer	Totals
S.H. Highway 289 Sewerline 'C'						\$1,300,000	** \$1,300,000
WWTP Security Upgrade			\$150,000				\$150,000
Utility Main Oversizing					\$50,000	\$50,000	\$100,000
TOTAL 2018-2019	\$0	\$0	\$150,000	\$0	\$50,000	\$1,350,000	\$1,550,000

** SEDCO Funded

UTILITY GRAND TOTAL	\$0	\$0	\$990,000	\$0	\$22,521,500	\$23,300,000	\$46,811,500
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TOTAL CIP	\$3,659,750	\$11,900,000	\$12,348,000	\$3,220,000	\$22,521,500	\$23,300,000	\$76,949,250
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SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 3.

Meeting Date: 08/04/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

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 Tuesday, September 16, 2014, 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 Tuesday, September 16, 2014, 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 2014-2015 fiscal year.

Origination:

SEDCO President Scott Connell

Financial Consideration:

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

Staff Recommendation:

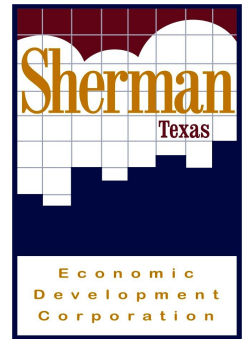
It is recommended that the City Council schedule a joint meeting with the SEDCO Board of Directors for 12:00 noon on Tuesday, September 16th in the City Council Chambers.

Alternatives:

No alternative dates are available.

Attachments

SEDCO's Request for Joint Meeting



July 29, 2014

Ms. Cary Wacker
Mayor, City of Sherman
220 W. Mulberry St.
Sherman, Texas 75090

Dear Mayor Wacker:

The Bylaws of the Sherman Economic Development Corporation require the organization to present an annual work plan and budget to the Sherman City Council.

Sherman Economic Development Corporation requests a joint meeting of the SEDCO Board of Directors and Sherman City Council to be held at 12:00 noon on Tuesday, September 16 at Sherman City Hall.

At the meeting, SEDCO will present the results of the 2013-14 Plan of Work, the proposed 2014-15 Plan of Work and the proposed budget for 2014-15.

Thank you for your consideration of this request.

Very truly yours,

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

Scott J. Connell
President



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 4.

Meeting Date: 08/04/2014

Prepared By: Don Keene, Director of Community and Support Services

Approved By: George Olson, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request from the United States District Court for the Eastern District of Texas to Temporarily Close Certain Streets for a Naming Ceremony for the "Paul Brown United States Courthouse" on Wednesday, October 22, 2014

Issue:

The United States District Court for the Eastern District of Texas will be holding a Naming Ceremony for the "Paul Brown United States Courthouse" on Wednesday, October 22, 2014, and is requesting assistance with street closures.

Background:

The United States Marshals Office of the Eastern District of Texas plans to provide security for the ceremony and has requested partial closings of Travis Street and Pecan Street, as detailed in the attached map, to begin at 9:00 a.m. and end at 11:30 a.m. The event will require placement and removal of barricades from the City of Sherman.

Origination:

The Honorable Larry A. Phillips, State Representative

Financial Consideration:

Barricade placement and removal provided by the City

Staff Recommendation:

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

Alternatives:

As directed by the Council

Attachments

Court House Naming Ceremony Request Letter

Location Map

I am following up our phone conversation concerning the naming ceremony for the United States Court House located at Travis and Pecan Streets. H.R. 185 was introduced on Jan 04, 2013, during the 113th Congress by Congressman Ralph M. Hall of the 4th Congressional District, and was signed by the President on Dec 20, 2013. H.R. 185 designated the United States courthouse located at 101 East Pecan Street in Sherman, Texas, as the "Paul Brown United States Courthouse". H.R. 185 names the Federal Courthouse located in Sherman, Texas after Judge Paul Brown, who served as U.S District Court Judge from 1985-2006. Judge Brown began his law practice in Sherman, Texas after returning from active duty in the Korean War. He served as U.S. Assistant Attorney for the Eastern District for Texas from 1953-1959, and U.S. District Attorney from 1959-1961. In 1985, Judge Brown was selected by President Ronald Reagan to serve as the U.S. District Court Judge for the Eastern District of Texas. Judge Brown passed away in November, 2012.

The United States District Court for the Eastern District of Texas will be holding a courthouse naming ceremony on the morning of October 22, 2014. It is anticipated that many if not all of the Judges of the Eastern District of Texas will be in attendance along with other dignitaries such as Congressman Ralph Hall and other invited current and former local, state and federal officials. There should also be a strong showing from the local legal community and the many friends and admirers of Judge Brown. Judge Brown's family will also be in attendance for this noteworthy occasion. The plan is to have the ceremony outside the courthouse with the invited guests seated in chairs on Travis street facing the courthouse where the monument containing the new name will be unveiled. In order to allow for the ceremony and the safety of the participants I am, on behalf of those organizing the ceremony, respectfully requesting that the City of Sherman authorize the partial closing of Travis and Pecan streets to automobile traffic from 9:00 a.m. until 11:30 a.m. The United States Marshals Office for the Eastern District of Texas will be providing security for the ceremony and they have suggested that Pecan Street be closed just east of the drive-thru entrance of Chase Bank on West Pecan Street to the entrance of the Travis Lofts parking garage entry on East Pecan Street and to close the north bound traffic on Travis Street from Wall Street to the Mulberry Street intersection and close the southbound traffic from Mulberry Street to just south of the Pecan Street intersection and right before the Chase Bank drive-thru exit. This should allow for proper security, allow customers of the bank to have access to the bank's drive-thru and the residents of the Travis Lofts to access their parking.

The contact person for the United States District Court for the Eastern District of Texas is David Maland the United States District Clerk for the Eastern District of Texas. Mr. Maland's phone number is (903) 590-1000 and his email address is David_Maland@txed.uscourts.gov. Melinda Robinson, the Supervising Deputy for the U.S. Marshal's office in Sherman, Texas, will be in charge of the security and her phone number is (903) 816-0056 and her email address is Melinda.Robinson2@USDJ.GOV. I am also copying both of them on this email.

We appreciate your assistance with this matter and the City Council's consideration of this request. Please feel free to contact us should you have any questions or if there is further action required on our part.

Best Regards,

Larry A. Phillips





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 5.

Meeting Date: 08/04/2014

Prepared By: Don Keene, Director of Community and Support Services

Approved By: George Olson, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of the Sherman High School's Band Program to Temporarily Close Certain Streets for a "Band on the Run" 5K and 1 Mile Fun Run on Saturday, March 7, 2015, with a Rain Date of Saturday, March 14, 2015

Issue:

Sherman High School's band program will host a "Band on the Run" 5K and 1 Mile Fun Run benefiting the Sherman High School Band on Saturday, March 7, 2015, with a rain date of Saturday, March 14, 2015, and is requesting assistance with street closures and traffic control. The closure of Rusk Street in front of Piner Middle School is also requested.

Background:

The "Band on the Run" will begin at 8:00 a.m. and will follow the route displayed on the attached map. The event will require traffic control assistance, barricades, and cones from the City of Sherman.

The closure of Rusk Street in front of Piner Middle School from 8:00 a.m. to 10:00 a.m. is also requested. Delivery and pick up of barricades for the closure is requested. Organizers have been reminded that, although Rusk Street will be closed with barricades, accessibility through Rusk Street by emergency vehicles must be maintained at all times throughout the event.

Sherman High School's Band program is requesting Council approval early in order to allow time for promotion of the event.

Origination:

Ryan Jenkins, Director of Bands, Sherman Independent School District

Financial Consideration:

City labor and equipment to provide traffic control assistance and implement barricade placement and removal will be required.

Staff Recommendation:

It is recommended that the City Council authorize the street closure and necessary traffic control and support to accommodate the event.

Alternatives:

As directed by the Council

Attachments

"Band on the Run" Request Letter

"Band on the Run" Route

"Band on the Run" Street Closure Map

To Whom it May Concern:

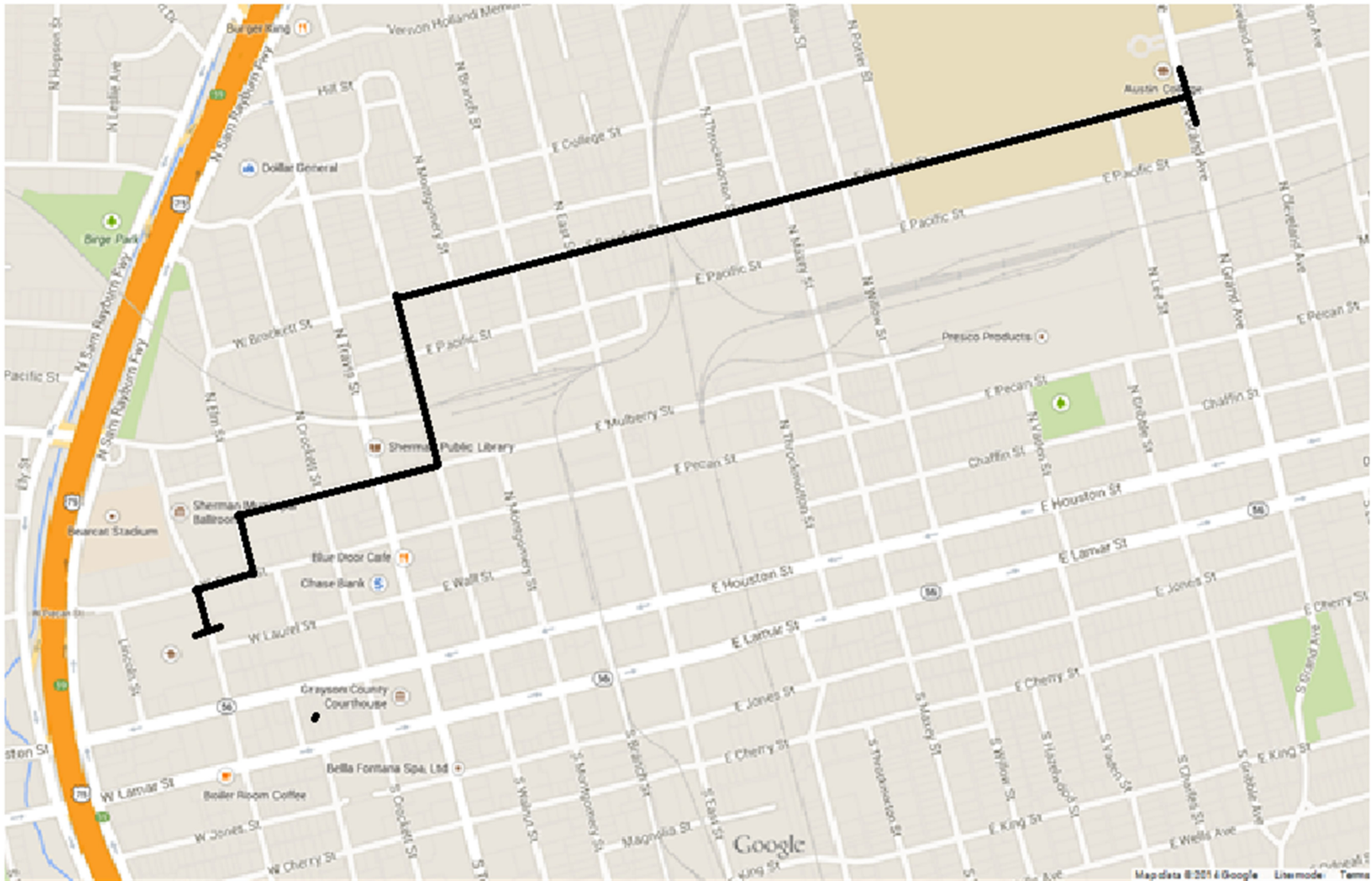
I am writing to request permission to hold a 5K and 1 mile fun run on Saturday, March 7, 2015. This event is being held to support the Sherman High School Band and its students. We are planning to begin the run in front of Piner Middle School where we will use their restrooms, water/electricity hookups and parking lot for tables. The route will begin on N. Rusk St., turn left on W. Pecan, turn left on N. Elm, turn right on W. Mulberry, turn left on N. Walnut, turn right on E. Brockett, turn left on N. Grand, turn around at a specified marker and return via the same route. We would like to have N. Rusk St. closed between Pecan and Houston streets beginning at 7:45-9:30am to keep the runners safe as they gather at the start of the race and at the completion of the race. The race itself would begin at 8:00am. We will provide the runners with water, snacks and fruit although we do not plan to sell any concessions.

Please contact me with any additional questions or concerns. I appreciate your time and the opportunity to bring our event to downtown Sherman.

Sincerely,

Ryan Jenkins
Director of Bands
Sherman Independent School District
903-891-6456
rjenkins@shermanisd.net

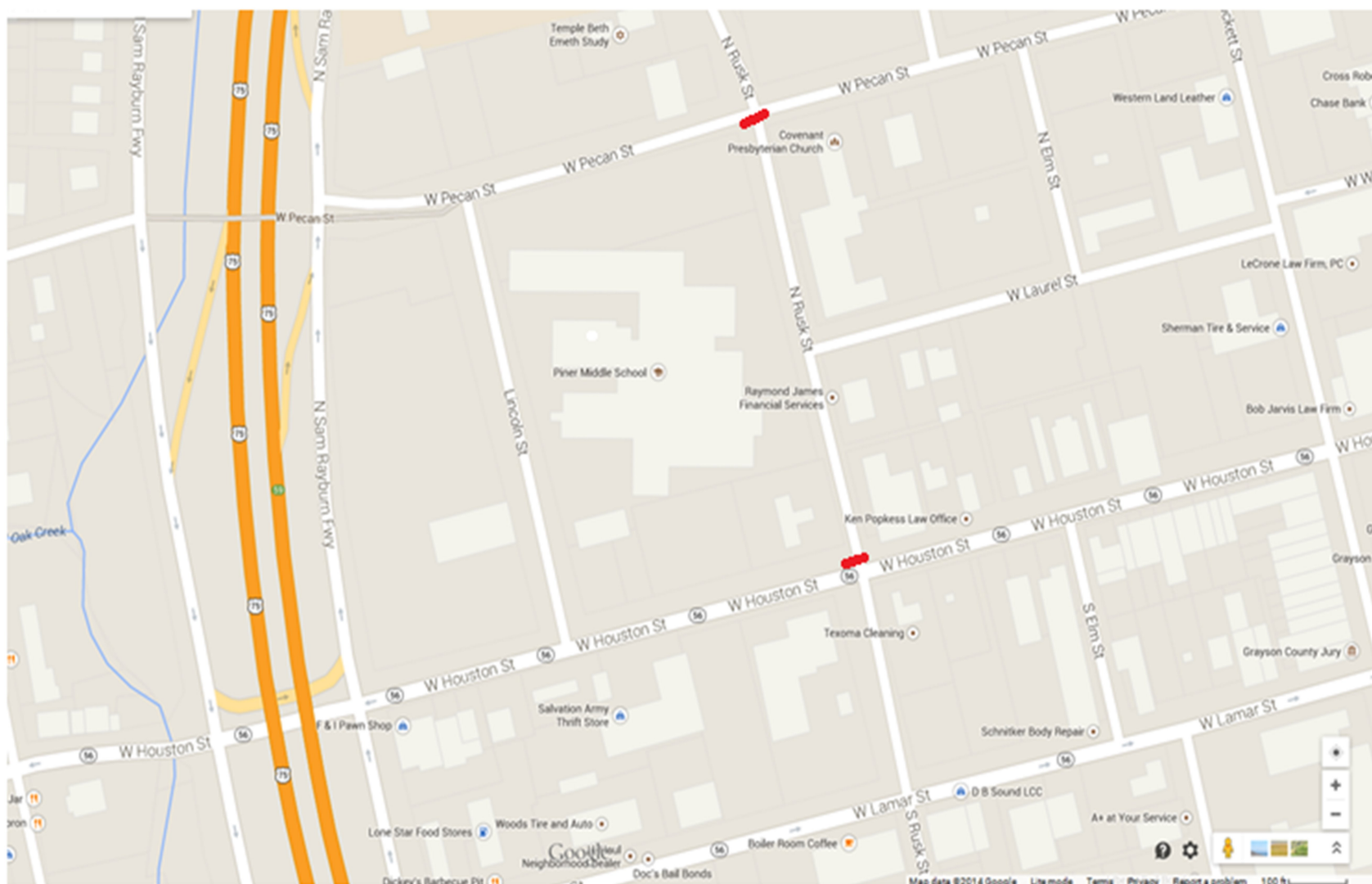
BAND ON THE RUN 5K AND 1 MILE FUN RUN



5 K Start
N. Rusk St.
Turn left on W. Pecan
Turn left on N. Elm
Turn right on W. Mulberry

Turn left on N. Walnut
Turn right on E. Brockett
Stop at N. Grand
*Turn around 5K Marker
Back to Start

RUSK STREET CLOSURE – BAND ON THE RUN





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 6.

Meeting Date: 08/04/2014

Prepared By: Don Keene, Director of Community and Support Services

Approved By: George Olson, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of Dignity Radio Groups 93.1 Katy Country, 97.5 KLAK and 102.5 MADROCK to Temporarily Close Certain Streets for a "5K Radio Run" on Saturday, March 28, 2015

Issue:

Dignity Radio Groups 93.1 Katy Country, 97.5 KLAK and 102.5 MADROCK will host a "5K Radio Run" benefiting the Boys and Girls Clubs of Grayson and Collin Counties on Saturday, March 28, 2015, and is requesting assistance with street closures and traffic control.

Background:

The "5K Radio Run" will begin at 7:00 a.m. and will follow the route displayed on the attached map. The event will require traffic control assistance, barricades, and cones from the City of Sherman. Dignity Media is requesting Council approval early in order to allow time for promotion of the event.

Origination:

Laura Villa, Promotions Director, 93.1 Katy Country, 97.5 KLAK and 102.5 MADROCK.

Financial Consideration:

Barricade placement and removal and police support provided by the City.

Staff Recommendation:

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

Alternatives:

As directed by the Council

Attachments

"5K Radio Run" Request Letter

"5K Radio Run" Route Map



May 15, 2014

Don Keene
Director of Community and Support Services
City of Sherman

Dear Don,

Dignity Radio Group's three radio stations will be putting on a 5k run on Saturday, March 28th 2015 to benefit the Boys & Girls Clubs of Sherman, Denison and Collin County.

The 2nd Annual run is planning to have the Sherman Municipal Grounds as the site of the start and finish of the race. We would be on-site between the hours of 6:30-10:30 a.m. We are requesting city support on street closures and or directing traffic during race time – specifically:

- North Rusk Street and Mulberry for our start line.
- Stoplight at Pecan and Rusk,
- Corner of Walnut and Brockett,
- Grand Avenue at the stop light.

Vendor booths will be set up on the concrete in front of the Municipal Building. We will not need to use the gazebo or the lawn area.

Our stations are partnering with Chip to Chip racing systems. They will be setting up the start/finish 'arch' for timing and organization and this will be the only structure specifically for the race. We are expecting the participation of between 500-700 runners.

I look forward to working with you on this event. Please let me know if you need me to clarify any points or have questions.

Thank you for your help and I look forward to hearing from you.

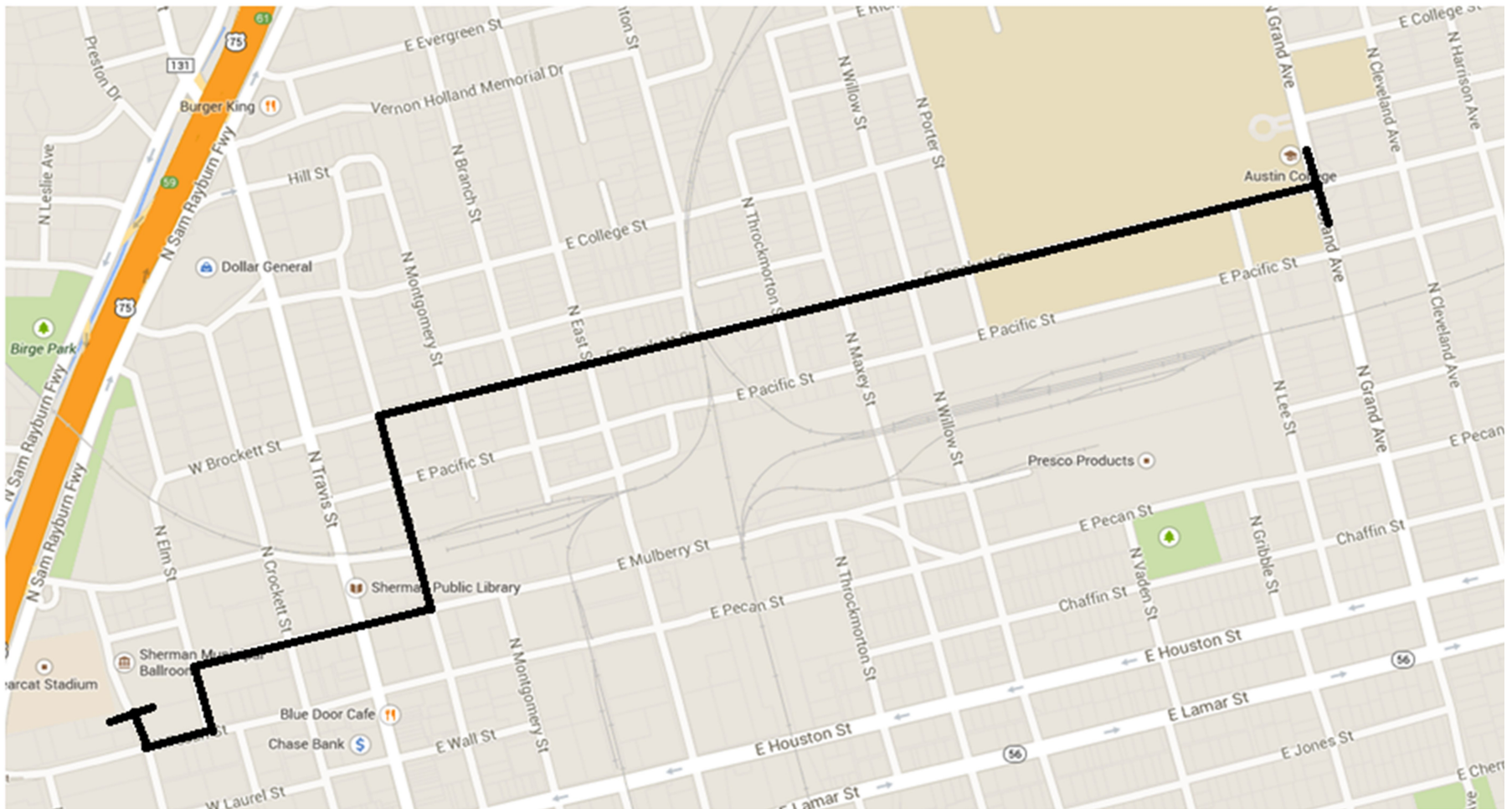
Sincerely,

Laura Villa

Promotions Director

972-542-9755

2015 93.1 Katy Country, 97.5 KLAQ and Mad Rock 102.5 5K Radio Run



5 K Start

N. Rusk St.

Turn left on W. Pecan

Turn left on N. Elm

Turn right on W. Mulberry

Turn left on N. Walnut

Turn right on E. Brockett

Stop at N. Grand

*Turn around 5K Marker

Back to Start



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. K.

Meeting Date: 08/04/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2014 Council Calendar

2014

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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28	29	30	31			

1/17/2014	Joint Meeting w/SEDCO Board - Panda Tour - Canceled
2/3/2014	Regular City Council Meeting - Cancelled
2/12/2014	Called Meeting for Informational Presentation
2/26/2014	Called Meeting for Informational Presentation
3/12/2014	Called Meeting for Informational Presentation
3/21/2014	Joint Meeting w/SEDCO Board - Panda Tour

3/26/2014	Called Meeting for Informational Presentation
4/18/2014	Called Budget Planning Meeting in Council Chambers
4/21/2014	Regular City Council Meeting - Cancelled
06/18-19/2014	Called Budget Workshop in Council Chambers - Second Day Cancelled
9/1/2014	Labor Day/Called Council Meeting on 09/02/2014