CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, APRIL 6, 2015
5:00 P.M.

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

A. 2. **PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER LAWRENCE DAVIS**

A. 3. **INVOCATION BY COUNCIL MEMBER LAWRENCE DAVIS**

A. 4. **APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 16, 2015**

Proclamations

B. 1. **PROCLAMATION**
"Sexual Assault Awareness Month" – April 2015

B. 2. **PROCLAMATION**
"National Library Week" – April 12-18, 2015

B. 3. **PROCLAMATION**
"Sherman Trash-Off" – April 11, 2015

Introduction of Ordinances

C. 1. **INTRODUCTION OF ORDINANCE NO. 5873**
Designating a Certain Area as Industrial Reinvestment Zone, Number 042015-1, City of Sherman, Texas, Providing for the Establishment of Agreements within the Zone, and Other Matters Relating Thereto; Providing Findings of Fact; Providing an Effective Date for the Commencement of the Reinvestment Zone and this Ordinance

Public Hearing

D. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5874**
Extending the Corporate Limits of Said City so as to Annex 7.32 Acres of Land on West Lamberth Road, Adjoining the Old County Farm on the South Side, Adjacent to the Sherman City Limits, and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Plan

D. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5875**
Amending Chapter 1 of the Code of Ordinances, entitled "General Provisions", Article 1.09, entitled "Emergency Management", Division 3, entitled "Emergency Service Fee", at Sections 1.09.071 and 1.09.072; and Providing for a New Section 1.09.075 to be entitled "VoIP Positioning Center Operator Minimum Requirements"

Close Public Hearing and Consider Adoption of Ordinances

D. 3. **ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 5874 and 5875

D. 4. **CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

E. 1. **RESOLUTION NO. 5952**
Approving and Authorizing the Execution of a Project Contract with the Sherman Economic Development Corporation

E. 2. **** RESOLUTION NO. 5953***
Adopting an Investment Policy for the City of Sherman

E. 3. **** RESOLUTION NO. 5954***
Amending the Authorized Representatives to Invest City of Sherman Funds with the Texas Local Government Investment Pool (TexPool)

E. 4. **** RESOLUTION NO. 5955***
Amending the Authorized Representatives to Invest City of Sherman Funds with Wells Fargo Securities, LLC

E. 5. **** RESOLUTION NO. 5956***
Amending the Authorized Representatives to Invest City of Sherman Funds with the Texas Short Term Asset Reserve Program (TexStar)

E. 6. **** RESOLUTION NO. 5957***
Providing for the Exemption of Certain Vehicles Used by the Sherman Police Department from the Inscription Requirements as Authorized by V.T.C.A. Transportation Code §721.005; Authorizing Individuals to Apply for Special License Plates

E. 7. **** RESOLUTION NO. 5958***
Awarding a Bid to and Authorizing Execution of a Contract with CJA Enterprises, LLP for an Annual Supply of Crushed Rock Coverstone

E. 8. **** RESOLUTION NO. 5959***
Awarding a Bid to and Authorizing Execution of a Contract with Heartland Asphalt Materials, Inc. for an Annual Supply of CRS-2, CRS-2H and CRS-2P Emulsified Asphalt

Other Business

F. 1. **OTHER BUSINESS**
Receive Report from Director of Tourism Lauren Roth

F. 2. **OTHER BUSINESS**
Consider Request of the Sherman Chamber of Commerce to Temporarily Close Certain Streets and Use Certain City Facilities and Services for "Lights on the Lake" on Thursday, July 2, 2015

F. 3. **OTHER BUSINESS**
Consider Request of the Sherman Chamber of Commerce to Temporarily Close Certain Streets and Use Certain City Facilities and Services for the "33rd Annual Sherman Autumn and Arts Fest" on Saturday, September 19, 2015

G. **CITIZEN REQUESTS**

H. **MEDIA QUESTIONS**

Consider Board/Commission Appointments

I. 1. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Library Board (2)

J. **COUNCIL COMMENTS**

K. **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 April 2, 2015 at 3:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 2nd day of April, 2015
City of Sherman, Texas

____

City Clerk

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

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

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

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

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

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

Mayor	Deputy Mayor	Council Members	
Carolyn S. Wacker	David Plyler	Ryan Johnson, Council-At-Large, PL #1	Terrence R. Steele, Council – District #2
		Jason Sofey, Council-At-Large, PL #2	Tom Watt, Council – District #3
		Lawrence Davis, Council – District #1	David Plyler, Council – District #4

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. A. 4.**

Meeting Date: 04/06/2015

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 16, 2015

Attachments

March 16, 2015

STATE OF TEXAS §

March 16, 2015

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on March 16, 2015.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER

CALL TO ORDER

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

APPROVE MINUTES

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of March 2, 2015. Council Member Sofey moved to approve the Minutes as presented; Second by Deputy Mayor Plyler. All present voted AYE.
MOTION CARRIED.

PUBLIC HEARING

CONDUCT THE SECOND PUBLIC HEARING CONCERNING THE ANNEXATION OF 7.32 ACRES OF LAND ON WEST LAMBERTH ROAD, ADJOINING THE OLD COUNTY FARM ON THE SOUTH SIDE, ADJACENT TO THE SHERMAN CITY LIMITS, AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION

ANNEXATION OF 7.32 ACRES ON W. LAMBERTH RD.

Mayor Wacker explained that this was the second public hearing concerning the annexation of 7.32 acres in the City's extraterritorial jurisdiction. The third public hearing and consideration of an Ordinance is scheduled for the April 6, 2015 Council Meeting.

No citizens appeared before the City Council to discuss the annexation of 7.32 acres of land on West Lamberth Road, adjoining the Old County Farm on the south side.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

ORD 5870 ZONE CHANGE RESIDENTIAL (502 E. CENTENNIAL)

Mayor Wacker introduced Ordinance 5870 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 502 EAST CENTENNIAL STREET, BEING 0.778 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (JESSE HOLT, OWNER; RUSSELL BRITT, UNITED BILT HOMES, REPRESENTATIVE; AND DATA LAND SERVICES SURVEYORS); PROVIDING FOR A REPEALER.

Corey Lincoln, 4200 N. Highway 75, appeared representing United Bilt Homes as well as the property owner. The owner has lived in the home for over 20 years and the house has been there even longer. They recently found out it was not residential property. The owner would like to demolish the old house and construct a new one.

No other citizens appeared before the City Council to discuss Ordinance 5870.

ORD 5871
ZONE CHANGE
RESIDENTIAL
(1900 BLOCK OF
CREEKSIDE AVE)

Mayor Wacker introduced Ordinance 5871 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 1900 BLOCK OF CREEKSIDE AVENUE, BEING 0.878 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND BEING PART OF LOT 3, PARK PLAZA ADDITION (WALT DeRONDE, OWNER; GREG EDWARDS ENGINEERING SERVICES, INC., ENGINEER; AND COX LAND SURVEYING COMPANY, SURVEYORS); PROVIDING FOR A REPEALER.

Greg Edwards, 1621 Amanda Court, Ponder, Texas, is a Civil Engineer representing Walt DeRonde. Mr. Edwards appeared to answer any questions that the City Council might have.

No other citizens appeared before the City Council to discuss Ordinance 5871.

ORD 5872
SUP FOR
AUTO SALES
(1908 E. LAMAR)

Mayor Wacker introduced Ordinance 5872 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES IN A C-1 (RETAIL BUSINESS) DISTRICT AT 1908 EAST LAMAR STREET, BEING LOT 1, BLOCK 1, EASTSIDE BUSINESS PARK (CRISTOBAL & FAVIAN MADRID, OWNERS; AND SALOMON RIVERA, APPLICANT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

Nelson Rivera, 1908 E. Lamar, appeared representing Salomon Rivera. He was available to answer any questions that the City Council might have.

No other citizens appeared before the City Council to discuss Ordinance 5872.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5870

ORD 5870 ZONE CHANGE RESIDENTIAL (502 E. CENTENNIAL)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 502 EAST CENTENNIAL STREET, BEING 0.778 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (JESSE HOLT, OWNER; RUSSELL BRITT, UNITED BILT HOMES, REPRESENTATIVE; AND DATA LAND SERVICES SURVEYORS); PROVIDING FOR A REPEALER.

Ordinance 5871

ORD 5871 ZONE CHANGE RESIDENTIAL (1900 BLOCK OF CREEKSIDE AVE)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 1900 BLOCK OF CREEKSIDE AVENUE, BEING 0.878 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND BEING PART OF LOT 3, PARK PLAZA ADDITION (WALT DeRONDE, OWNER; GREG EDWARDS ENGINEERING SERVICES, INC., ENGINEER; AND COX LAND SURVEYING COMPANY, SURVEYORS); PROVIDING FOR A REPEALER.

Ordinance 5872

ORD 5872 SUP FOR AUTO SALES (1908 E. LAMAR)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES IN A C-1 (RETAIL BUSINESS) DISTRICT AT 1908 EAST LAMAR STREET, BEING LOT 1, BLOCK 1, EASTSIDE BUSINESS PARK (CRISTOBAL & FAVIAN MADRID, OWNERS; AND SALOMON RIVERA, APPLICANT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

ACTION TAKEN.

Motion by Deputy Mayor Plyler to approve Ordinance Nos. 5870, 5871, and 5872, as presented. Second by Council Member Johnson.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.
VOTING NAY: None.
MOTION CARRIED.

CONSENT AGENDA

CONSENT AGENDA

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

RESOLUTIONS

RESOLUTION NO. 5948 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH KELLY SQUARE, INC. UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC

RES 5948 CENTRAL BUSINESS DISTRICT HISTORIC

<u>BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 115 NORTH TRAVIS STREET</u>

RESTORATION GRANT FOR KELLY SQUARE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH KELLY SQUARE, INC. UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 115 NORTH TRAVIS STREET.

Robert Minshew, appeared representing the request of Kelly Square, Inc. He said the incentive that the City Council offers for improvements in the Central Business District has been instrumental in the restoration of several buildings.

They received a grant for the original two balconies and they have proved to be so popular that they would like to join the balconies by "filling in" the 21 foot gap. This will result in a 42 foot single balcony that can be used by more people. Mr. Minshew added that the sign will also be moved up about six feet so the marquee can be read.

Mayor Wacker verified that the request is for approximately $3,400. Council Member Watt also verified that it would be a major re-engineering project. Mr. Minshew said Tim Morris will be providing the engineering.

ACTION TAKEN.

> **Motion by Council Member Steele to approve Resolution No. 5948, as presented. Second by Council Member Watt.**

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.
VOTING NAY: None.
MOTION CARRIED.

<u>RESOLUTION NO. 5949 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GLOVER MOWING & LANDSCAPING COMPANY FOR THE 2015 CITY PARKS AND GROUNDS FINISH MOWING CONTRACT</u>

RES 5949 FINISH MOWING ANNUAL CONTRACT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GLOVER MOWING & LANDSCAPING COMPANY FOR THE 2015 CITY PARKS AND GROUNDS FINISH MOWING CONTRACT.

Don Keene, Director of Community and Support Services, explained that several weeks ago, bids were accepted for the parks and grounds finish mowing contract. Three identical bids were received for $47 per acre mowed. The bids were rejected and several bid requirements were added to the specifications. Items were clarified and the City re-advertised for bids.

Mr. Keene said five bids were received this time with the low bid being $35 per acre mowed. This is more than a 25% cost savings to the City from the original bids.

ACTION TAKEN.
Motion by Council Member Sofey to approve Resolution No. 5949, as presented. Second by Deputy Mayor Plyler.
VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.
VOTING NAY: None.
MOTION CARRIED.

RES 5950 CLEANING SERVICES ANNUAL CONTRACT FOR PARK RESTROOMS

RESOLUTION NO. 5950 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH AMX PREMIUM CLEANING SERVICES, LLC FOR THE 2015 CITY PARKS AND GROUNDS RESTROOM CLEANING CONTRACT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH AMX PREMIUM CLEANING SERVICES, LLC FOR THE 2015 CITY PARKS AND GROUNDS RESTROOM CLEANING CONTRACT.
CONSENT AGENDA.

RES 5951 RESIDENTIAL TAX ABATEMENT (521 E. PACIFIC)

RESOLUTION NO. 5951 – 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 521 EAST PACIFIC STREET
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 521 EAST PACIFIC STREET.
CONSENT AGENDA.

OTHER BUSINESS

ANNUAL AUDIT REPORT

ACCEPT ANNUAL AUDIT REPORT FOR YEAR ENDED SEPTEMBER 30, 2014 FROM ADAMI, LINDSEY AND COMPANY, L.L.P.
Brian Grisham, Audit Manager, Adami Lindsey and Company, presented the Annual Audit Report. He said the Audit allows the City to demonstrate its accountability to the public and contains information about their financial condition and shows that their resources were used in accordance with legal and contractual requirements.

He added that a draft of the Financial Report was previously reviewed with the Audit Committee and with management and the independent auditors.

The Financial Report contains three sections, the introductory section, the financial section, and a statistical section. The introductory section includes letters of transmittal from management and a general profile and information about the City.

The financial section includes the independent auditor's report, management's discussion and analysis, which is a narrative discussion of the financial statement presentation, condensed financial information, and an analysis and highlights of the City's financial activities during the past year. It also includes the City's basic financial statements.

The notes section provides detailed information about the City's accounting policies and information about specific assets and liabilities, including commitments and pension obligations.

The statistical section provides operational, economical, and historical data for the City on a multiyear basis to provide a context for assessing the City's economic condition over a period of time.

Based on the procedures performed, Adami Lindsey and Company has issued an unmodified or clean opinion on the City's financial statements. That means that the financial statements are free of material misstatements and properly present the City's financial position and results of operation for the 2014 fiscal year.

They also issued a second report on internal controls and compliance, which is required when an entity accepts grants from the state or federal government. There were no matters involving internal control or compliance that they would be required to report.

Mr. Grisham said the financial statements show that the City is in good financial condition and the books and records are maintained in good order. He also thanked Mary Lawrence, Finance Director, and her staff, as well as other staff members that provided information during the Audit.

Mayor Wacker said Deputy Mayor Plyler and Council Members Johnson and Davis served on the Audit Committee and she thanked them for serving. She added that she was proud of the City's financial transparency. She also thanked Adami Lindsey and Company for performing the Audit.

Deputy Mayor Plyler said the committee went through the Audit in detail and found that everything was in order and, once again, the City staff did an excellent job.

ACTION TAKEN.

> **Motion by Council Member Johnson to accept the Annual Audit Report for the year ended September 30, 2014, as presented. Second by Council Member Davis.**

VOTING AYE: Wacker, Davis, Johnson, Plyler, Sofey, Steele, Watt.
VOTING NAY: None.
MOTION CARRIED.

<u>CONSIDER JOSHUA LOE'S REQUEST TO BAN SMOKING IN RESTAURANTS AND BARS LOCATED WITHIN SHERMAN'S CITY LIMITS</u>

SMOKING BAN IN RESTAURANTS & BARS

Joshua Loe appeared before the City Council to request a ban on smoking in restaurants and bars located within Sherman's City limits. He has noticed major growth in North Texas and would like to see that in Sherman. Smoking and second hand smoke are bad for our health and he said we now have the ability to effect positive change for the community.

There are comprehensive smoking bans in place in 29 states across the nation. Smoking has been banned in Dallas for over a decade and the majority of the "high growth" cities in North Texas do have smoking bans.

Mr. Loe said he has spoken with many people, including managers and wait staff in bars, and they are in support of a smoking ban because they live and work in that environment. He said even smokers say they would like to ban smoking in bars and restaurants and wouldn't mind going outside to smoke.

Mr. Loe said if the City Council wanted a growth oriented, progressive community, they needed to pass the smoking ban. He urged Council Members to take action on his request and to ask their friends, as well as their children, what they think.

Mayor Wacker said the Council has not formally taken up the issue, but she has received a number of emails and telephone calls on the issue. She said the Council could make comments, but there was nothing specific to consider at tonight's meeting. She said the Council could direct the staff to bring back some options for consideration.

Council Member Watt said he was in favor of the ban because it is a health issue. He said he would be in favor of moving forward with an ordinance to ban smoking in restaurants and bars.

Council Member Johnson asked Mr. Loe if he was proposing an "outright ban on everything" or some exceptions. Mr. Loe said he proposed a ban on smoking in bars and restaurants. He was okay with smoking outside or in a business such as a cigar shop or a hookah bar. He felt the concern was to eat and drink in a smoke-free environment.

Mr. Loe said he did not feel a ban on smoking would affect any bar's bottom line and said he knew one bar owner that was in support of the ban, but would not do it himself. He didn't want to make his customers mad, but if he could blame it on the City, he would enforce it. He reiterated that 29 states have smoking bans.

Council Member Davis confirmed that there are local restaurants that have a no smoking policy and citizens could eat in those if they didn't want to eat where smoking was allowed. He said that in the restaurants and bars that have smoking, the owners want to allow smoking, the patrons want to eat there, and the employees want to work there. If they don't want to work there, they can work at a location that does have the ban in place. Mr. Loe said those places do not pay as well as the popular places that do have smoking.

Council Member Davis said the employees choose to work in a bar to make more money, even though they allow smoking. He felt if a business owner was losing business, he would change his business plan himself.

Mayor Wacker said she felt a smoking ban was worth considering. Many of Sherman's peer cities, especially the high-growth cities to the south have moved in this direction. She would like to direct the staff to look at some options and bring those back for further consideration.

Council Member Davis asked to receive some actual input from business owners and not just general statements to the fact that "second-hand smoke is bad." He expressed concern about deciding for business owners how they should run their business and what would be best for them. They are currently free to change their policy if they feel it would be best for them. He was hesitant to tell them what to do.

Council Member Sofey said the State of Texas is also currently looking at legislation to do similar things and he recommended looking at that and what other peer cities are doing. He said he has also talked with two of the more popular places and received no negative feedback. He felt it would still be good to confirm that from owners of the restaurants and bars.

Council Member Watt asked Robby Hefton, Deputy City Manager, if he would be able to contact those businesses, and asked how it would be brought back to the Council.

Mr. Hefton said the staff could review what other cities have done, looking at their ordinance, how it was instigated, as well as enforcement issues. He said it would also be easier to speak with local owners rather than the national corporations that are restaurant owners. The staff could get feedback from local owners about how a smoking ban would affect their business and whether or not they are in favor of a ban.

Mr. Loe said LaMesa did ban smoking and he urged the Council to ask them how it affected their business. Mayor Wacker said several local restaurants have banned smoking

with positive results. Smoking is a known public health issue and there is plenty of data to use in consideration of a smoking ban.

Council Member Davis said the Council could also invite local restaurant and bar owners to come and speak to the Council about the issue. Council Member Watt agreed with hearing from business owners. He felt the public health issue should definitely be considered.

Council Member Johnson said if the Council does decide to consider the issue, he would like to see a ban with some exceptions, and not just an outright ban. He felt a framework should be developed and any exceptions should be considered at that time.

Council Member Plyler felt the less intrusive that they can make government into local businesses, the better it would be. He felt there was a middle ground, but he would like to know about what the State of Texas is doing. He asked the staff to review and evaluate the new Senate bill.

Mr. Hefton said he could envision a work session on the issue, especially since the Council was talking about bringing in restaurant and bar owners. He felt it would be a good idea to hear from the local businesses. He said the staff will come back to the Council with some recommendations and reports, but the issues may also require a work session prior to bringing back local legislation to address the issue.

Council Member Sofey said the state may implement something in June 2015. Council Member Johnson felt a work session would be a good idea.

BUDGET CALENDAR

<u>DISCUSS AND CONSIDER APPROVAL OF THE BUDGET CALENDAR FOR FISCAL YEAR (FY) 2015-2016</u>
Mayor Wacker presented the proposed Budget Calendar for FY 2015-2016. She said she would be out of town on April 17, 2015, the proposed day for the Budget Planning Meeting.

Mr. Hefton said there is some flexibility in the dates, but the meeting needs to be held in April. Council Members decided to hold the Budget Planning Meeting on Tuesday, April 21, 2015.

Council Member Watt has other plans on June 18 and June 19, 2015, the proposed days for the Budget Workshop. Council Members decided to hold the Budget Workshop on June 25, 2015 and June 26, 2015, if a second day is needed.

ACTION TAKEN.

> **Motion by Council Member Watt to approve the Annual Budget Calendar, changing the date for the Budget Planning Meeting to April 21, 2015 and the dates for the**

Budget Workshop to June 25 and 26, 2015. Second by Council Member Johnson.
VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.
VOTING NAY: None.
MOTION CARRIED.

CLOSE STREETS FOR EARTH DAY FESTIVAL (APRIL 25, 2015)

<u>CONSIDER REQUEST OF THE 2015 EARTH DAY PLANNING COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "7TH ANNUAL EARTH DAY FESTIVAL" ON SATURDAY, APRIL 25, 2015</u>
The City Council approved the request of the 2015 Earth Day Planning Committee to temporarily close certain streets for the 7th Annual Earth Day Festival on April 25, 2015.

The event will be held on the Municipal Building Grounds from 7:00 a.m. until 5:30 p.m. Council Members authorized the street closures, utilization of the Municipal Grounds, and City resources to accommodate the event.
CONSENT AGENDA.

APPROVE REPLAT AUSTIN LANDING, PHASE ONE (5100 N. TRAVIS ST)

<u>REPLAT APPROVAL OF AUSTIN LANDING, PHASE ONE, BLOCK F, LOT 13; BEING 2.960 ACRES IN THE ALEXANDER & RICHARDS SURVEY, ABSTRACT NO. 42, ALSO BEING LOT 13, BLOCK F, AUSTIN LANDING ADDITION, PHASE ONE; STONEHOLLOW HOMES, OWNERS; AND WESTWOOD PROFESSIONAL SERVICES, SURVEYOR (5100 NORTH TRAVIS STREET)</u>
The City Council approved the Replat of Austin Landing, Phase One, Block F, Lot 13, which consists of 2.960 acres located at 5100 N. Travis Street, between Liberty Hill Trail and Kreager Road. The owners would like to replat one commercial lot to develop a road (Wisteria Lane) to the Austin Landing Phase 2A development.

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

APPROVE FINAL PLAT AUSTIN LANDING, PHASE 2A (4600-5300 BLOCKS OF N. TRAVIS ST)

<u>FINAL PLAT APPROVAL OF AUSTIN LANDING, PHASE 2A; BEING 26.983 ACRES IN THE ALEXANDER & RICHARDS SURVEY, ABSTRACT NO. 42; STONEHOLLOW HOMES, OWNERS; AND WESTWOOD PROFESSIONAL SERVICES, SURVEYOR (4600-5300 BLOCKS OF NORTH TRAVIS STREET)</u>
The City Council approved the Final Plat of Austin Landing, Phase 2A, which consists of 26.983 acres located in the 4600 to 5300 blocks of N. Travis Street, between North Creek Drive and Kreager Road. The owners would like to plat the property into 70 lots for residential development.

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

APPROVE REPLAT PARK PLAZA ADDITION (1900 BLOCK OF CREEKSIDE AVE & 3700 BLOCK OF W. PARK AVE)

REPLAT APPROVAL OF LOTS 3 & 4, PARK PLAZA ADDITION; BEING 1.860 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; ALSO BEING ALL OF LOTS 3 & 4, PARK PLAZA ADDITION; WALT DeRONDE, OWNER; GREG EDWARDS ENGINEERING SERVICES, INC., ENGINEER; AND COX LAND SURVEYING COMPANY, SURVEYOR (1900 BLOCK OF CREEKSIDE AVENUE AND 3700 BLOCK OF WEST PARK AVENUE

The City Council approved the Replat of Lots 3 and 4, Park Plaza Addition, which consists of 1.860 acres located in the 1900 block of Creekside Avenue and the 3700 block of W. Park Avenue. The owner would like to replat the property into five lots for residential development.

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

APPROVE REPLAT AMERISTATE BANK ADDITION (2400-2500 BLOCKS OF LOY LAKE RD)

REPLAT APPROVAL OF AMERISTATE BANK ADDITION, A REPLAT OF PART OF LOT 4, BLOCK 1, DR. J.H. CARRAWAY'S SUBDIVISION AND A REPLAT OF THE REPLAT OF LOT 3, BLOCK 1 AND A REPLAT OF AMERISTATE CENTRAL PLAZA; BEING 8.633 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND PART OF LOT 4, BLOCK 1, OF DR. J.H. CARRAWAY'S SUBDIVISION AND ALSO BEING ALL OF LOT 2 OF THE REPLAT OF LOT 3, BLOCK 1, DR. J.H. CARRAWAY'S SUBDIVISION, AND LOTS 1 & 2, AMERISTATE CENTRAL PLAZA, A REPLAT OF LOTS 1 & 2, BLOCK 1, DR. J.H. CARRAWAY'S SUBDIVISION; AMERISTATE BANK, OWNERS; VILBIG & ASSOCIATES, PLLC, ENGINEER; AND HELVEY & ASSOCIATES SURVEYING, INC., SURVEYOR (700 BLOCK OF EAST LAMBERTH ROAD, 2500 BLOCK OF MASTERS STREET, AND 2400-2500 BLOCKS OF LOY LAKE ROAD)

The City Council approved the Replat of the Ameristate Bank Addition, which consists of 8.633 acres located in the 700 block of E. Lamberth Road, the 2500 block of Masters Street, and the 2400 to 2500 blocks of Loy Lake Road, between Lamberth Road and Peyton Street. The owners would like to replat the property into six lots for commercial development.

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

CITIZENS REQUESTS

RENAME FM 1417

RENAME F.M. 1417

Nancy Knapp, Vietnam Veterans of America, Chapter 973, Project Chairman, appeared to ask the City Council to rename a portion of F.M. Highway 1417 "Vietnam Veterans Parkway."

She asked to be listed on the City Council Agenda for April 20, 2015 for discussion of the request. Mayor Wacker asked

to have City staff work with Ms. Knapp to add her request to the Agenda. Ms. Knapp said she has approximately 300 signatures to present to the City Council in favor of the request.

BAN ON SMOKING IN RESTAURANTS AND BARS

BAN ON SMOKING IN RESTAURANTS & BARS

Brandon Shelby, City Attorney, said he was contacted by a citizen that is physically unable to attend the City Council Meeting, but asked that a letter he submitted be added to the Minutes.

The letter from Alton "Sparky" Cox, 1417 N. Wharton, concerning the proposed ban on smoking in restaurants and bars, is attached to these Minutes.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

ICY WEATHER

ICY WEATHER

Council Member Steele said the recent icy weather caused a lot of potholes that need to be repaired. He thanked the staff for their hard work during the icy weather.

ANNUAL AUDIT

ANNUAL AUDIT

Council Member Watt thanked Mr. Hefton and the Finance Department for keeping the City of Sherman finances sound and he praised them for the good Audit Report.

DOWNTOWN HISTORICAL RESTORATION GRANT

DOWNTOWN HISTORICAL RESTORATION GRANT

Council Member Sofey praised the Downtown Historical Restoration Grant Program and asked Mr. Minshew how many businesses were included in Kelly Square.

Mr. Minshew said there were approximately seven businesses in Kelly Square and about 50 employees.

Mr. Sofey said Kelly Square has been an anchor in downtown Sherman since the early 1980s and they continue to renovate the area. There has been about $1 million in private money spent this year in the downtown area and he felt the Downtown Historical Restoration Grant Program was a driving factor.

ANNUAL AUDIT

ANNUAL AUDIT

Council Member Johnson congratulated Ms. Lawrence, Mr. Hefton, and the City staff on the Annual Audit. This is his third year to serve on the Council Audit Committee and the City has a great staff. He also recognized Adami Lindsey and Company for their work on the Audit.

CONSENT AGENDA

CONSENT AGENDA

Council Member Johnson referenced items listed on the Consent Agenda, saying great things are happening on the

Consent Agenda and the City continues to move forward with residential and commercial development. He felt that was a good sign for the economy and for Sherman citizens.

ANNUAL AUDIT

Council Member Davis said it is comforting to know that the City's financial staff is "on top of things" and he congratulated them on a smooth Audit.

FIRE DEPARTMENT AMBULANCE ON DISPLAY

Council Member Davis reminded citizens and staff that Medic 83 was outside City Hall and available to tour. Mayor Wacker invited everyone outside to the new ambulance, which will be located at the Pecan Grove Park Fire Station.

ANNOUNCEMENTS

Mayor Wacker announced the following:

- **The Sherman Symphony rescheduled their concert for February 28 to March 20, 2015, due to bad weather. Tickets purchased for the original date will be honored and there are additional tickets available for the concert, which will be held at Kidd-Key Auditorium.**

- **The Parks and Recreation Department has many programs available including the Flashlight Egg Hunt at Pecan Grove Park West, beginning at 8:30 p.m. on March 27, 2015.**

- **The traditional Eggstravaganza will be held at Pecan Grove Park West on March 28, 2015, at 10:00 a.m.**

- **The Splash will open on May 23, 2015. Pool passes are on sale and reservations can now be made. The schedules for swim lessons are also posted and citizens should check the website for information.**

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:44 p.m.

ANNUAL AUDIT

FIRE DEPT. AMBULANCE ON DISPLAY

ANNOUNCEMENTS

ADJOURNMENT

____
MAYOR

____
CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. B. 1.**

Meeting Date: 04/06/2015

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Sexual Assault Awareness Month" – April 2015

Issue:

To present a proclamation designating April 2015 as “Sexual Assault Awareness Month” in Sherman

Background:

Each year, the Grayson Crisis Center recognizes “Sexual Assault Awareness Month” and works to make the citizens of Sherman aware of the problem of sexual assault.

Origination:

The request for this proclamation originated with the Grayson Crisis Center.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is the recommendation of the staff to present a proclamation proclaiming April 2015 as “Sexual Assault Awareness Month.”

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"Sexual Assault Awareness Month" Proclamation

SHERMAN

Proclamation

WHEREAS, sexual assault affects every adult, teen, and child, in the City of Sherman, either as a victim/survivor of sexual assault or as a family member, significant other, neighbor or co-worker, and

WHEREAS, many citizens in the City of Sherman are working to provide quality services, and assistance to sexual assault survivors; volunteers help staff 24-hour hotlines, respond to emergency calls, offer support and advocacy during medical exams and criminal justice proceedings, and offer safe shelter, and

WHEREAS, Grayson Crisis Center staff and volunteers promote sexual assault awareness and avoidance by offering education programs to schools, churches and civic organizations to rally citizen involvement in efforts that will reduce sexual assault through public education and changing public attitudes, and

WHEREAS, Grayson Crisis Center, other sexual assault programs, and other professionals and advocates of non-violence have joined together as the Texas Association Against Sexual Assault (TAASA) to support each other in their work and to provide the citizens of the City of Sherman and the State of Texas with a central source of information on sexual assault, and

WHEREAS, during the month of April, Grayson Crisis Center will be intensifying efforts to promote public understanding of sexual violence and victims of sexual violence and will be emphasizing the need for citizen involvement in efforts to reduce sexual assault through public education and changing public attitudes, and

WHEREAS, Grayson Crisis Center will also be working to publicize their services; increase community support for their agency and increase awareness of the healing potential for survivors.

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

SEXUAL ASSAULT AWARENESS MONTH

in the City of Sherman and encourage all citizens to increase their awareness and work to prevent sexual assault in our community and to unite together and with the Grayson Crisis Center to continue to make a difference.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 6th day of April, 2015.

____
Mayor

ATTEST:

Linda Ashley
City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Council Regular Meeting **Agenda Item No. B. 2.**

Meeting Date: 04/06/2015

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"National Library Week" – April 12-18, 2015

Issue:

To present a proclamation designating April 12 through 18, 2015, as "National Library Week"

Background:

Each year, "National Library Week" is celebrated to offer recognition to the important role that libraries play in our lives.

Origination:

The request for this proclamation originated with the Sherman Public Library.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is the recommendation of the staff to present a proclamation designating "National Library Week" during April 12 through 18, 2015.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"National Library Week" Proclamation

SHERMAN

Proclamation

WHEREAS, libraries have historically served as our nation's great equalizers of knowledge by providing free access to all, and

WHEREAS, libraries work to meet the changing needs of their users, including building downloadable collections, involving teens in collection development and programming, and giving young people a chance to improve reading skills, and

WHEREAS, our nation's libraries provide a forum for diverse ideas and points of view that help us better understand each other and ourselves, and

WHEREAS, librarians help people of all ages and backgrounds find and interpret the information they need to live, learn, and work in a challenging economy, and

WHEREAS, during April, Sherman's youngsters will enjoy Story Time programs, our seniors will gather to view travel videos, attend and participate in book reviews, receive assistance from AARP tax volunteers, and the Friends of the Sherman Public Library will hold its Spring Book Sale on April 25, 2015, and

WHEREAS, libraries are part of the American dream, places for education, opportunity, and lifelong learning, and

WHEREAS, libraries, librarians, library workers, and supporters across America are celebrating National Library Week.

NOW THEREFORE, I, Cary Wacker, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 12 through 18, 2015

NATIONAL LIBRARY WEEK

in the City of Sherman and urge all residents to visit the Sherman Public Library to take advantage of all the wonderful library resources available. You belong at your library. I also encourage residents to thank their librarians and library workers for making information accessible to all who walk through the library's doors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 6th day of April, 2015.

Mayor

ATTEST:

Linda Ashby

City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. B. 3.**

Meeting Date: 04/06/2015

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Sherman Trash-Off" – April 11, 2015

Issue:

The Keep Sherman Beautiful Commission will sponsor the "Sherman Trash-Off" to clean up the downtown area and nearby corridors, including State Highway 56, Houston and Lamar Streets, from downtown to Sherman High School.

Background:

Each year, Keep America Beautiful, Inc. sponsors the Great American Cleanup from March 1st through May 31st. During the national event, the State of Texas sponsors the "Don't Mess with Texas Trash-Off". The Keep Sherman Beautiful Commission will sponsor the "Sherman Trash-Off" as part of the program.

Origination:

The request originated with Mayor Wacker.

Financial Consideration:

There is no financial consideration for the City.

Staff Recommendation:

The staff's recommendation is to present the proclamation to representatives of the Keep Sherman Beautiful Commission.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"Sherman Trash-Off" Proclamation

SHERMAN

Proclamation

WHEREAS, Keep America Beautiful, Inc. is a national, nonprofit community improvement and public education organization whose goal is to form community partnerships dedicated to engaging individuals to take greater responsibility for improving their community environments, and

WHEREAS, each year Keep America Beautiful sponsors the Great American Cleanup from March 1 through May 31 and encourages local communities to participate, targeting the areas of greatest need to improve the quality of life in each participating community, and

WHEREAS, the Don't Mess with Texas Trash-Off serves as Texas' signature event for the Great American Cleanup and is a partnership between Keep Texas Beautiful and the Texas Department of Transportation, and

WHEREAS, in 2014, there were 2,735 Don't Mess with Texas Trash-Off events held across the State, with 100,000 volunteers clearing litter and debris from 8,839 miles of highway in Texas, totaling over 6.7 million pounds of trash, and

WHEREAS, this year, the Keep Sherman Beautiful Commission will sponsor the "Sherman Trash-Off" on April 11, 2015, which will focus on the downtown area and nearby corridors including State Highway 56, Houston and Lamar Streets, from downtown to Sherman High School, and

WHEREAS, volunteers will work to clean up the designated area, to beautify and improve their neighborhood, and create a healthier, safer, and more livable community environment.

NOW THEREFORE, I, Cary Wacker, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 11, 2015 as

SHERMAN TRASH-OFF

in the City of Sherman and urge all businesses, home owners, and volunteers to show pride in their community and participate to clean up Sherman every day, and especially on April 11, 2015, in conjunction with the Keep Sherman Beautiful "Sherman Trash-Off."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 6th day of April, 2015.

Mayor

ATTEST:

Linda Ashby

City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman CLASSIC TOWN. BROAD HORIZON.

City Council Regular Meeting **Agenda Item No. C. 1.**

Meeting Date: 04/06/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION OF ORDINANCE NO. 5873

Designating a Certain Area as Industrial Reinvestment Zone, Number 042015-1, City of Sherman, Texas, Providing for the Establishment of Agreements within the Zone, and Other Matters Relating Thereto; Providing Findings of Fact; Providing an Effective Date for the Commencement of the Reinvestment Zone and this Ordinance

Issue:

The creation of a new industrial reinvestment zone in response to a tax abatement requested by Kaiser Aluminum Fabricated Products, LLC (Kaiser).

Background:

On Monday, March 16, 2015, the Tax Reinvestment Committees of the City of Sherman, the Sherman Independent School District, Grayson County, and Grayson College (the "Committee") met to consider a request from Kaiser for a tax abatement involving a project to construct an additional 55,000 square foot building to house a 4,400 ton extrusion press and related manufacturing equipment at its Sherman location. The taxable value of Kaiser's current property is about $16 million. This project proposes to add an additional $25 million in value to the tax rolls, before any abatement, with about $10 million coming from real property and $15 million coming from personal property (the manufacturing equipment). In addition, Kaiser plans to add ten (10) additional positions to their current workforce.

The Committee voted to recommend an abatement and the creation of the Zone to the City Council and other taxing entities. The law requires that a reinvestment zone be established prior to a tax abatement being granted for eligible projects. The attached ordinance is the first step in accomplishing the creation of a new commercial/industrial reinvestment zone, which would cover only Kaiser’s property.

Prior to its adoption, a public hearing must be held to allow for interested parties to speak to the issue. If approved, the public hearing would be held at the April 20, 2015 Council meeting. The request for tax abatement will be addressed at the May 4, 2015 Council meeting, in the form of a resolution.

Origination:

Kaiser Aluminum Fabricated Products, LLC, Applicant

Financial Consideration:

There is no direct cost to creating Industrial Reinvestment Zone, Number 042015-1 and providing the medium for granting tax abatement agreements within the designated zone.

Staff Recommendation:

The staff recommends that the City Council introduce the ordinance and set the public hearing for the April 20, 2015 Council meeting.

Alternatives:

The Council could decide not to introduce the ordinance.

Attachments

Ordinance No. 5873

Application

ORDINANCE NO. 5873

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DESIGNATING A CERTAIN AREA AS INDUSTRIAL REINVESTMENT ZONE, NUMBER 042015-1, CITY OF SHERMAN, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone, as codified in Chapter 312 of the Texas Tax Code (the "CODE"); and

WHEREAS, a hearing before the City Council was set for 5:00 p.m. on the 20th day of April, 2015, such date being at least seven (7) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in the City of Sherman; and

WHEREAS, the City has called a public hearing and published notice of such public hearing, and has properly notified the proper officials of Grayson County, Grayson County College, and Sherman Independent School District, as required by the CODE; and

WHEREAS, upon such hearing being convened, there was presented proper proof and evidence that notices of such hearing had been published and mailed as described above; and

WHEREAS, the City at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the Reinvestment Zone, whether all or part of the territory, which is described by a metes and bounds description attached hereto as Exhibit "A" and depicted in the drawing attached hereto as Exhibit "B", should be included in such proposed Reinvestment Zone; and

WHEREAS, all owners of property located within the proposed Reinvestment Zone, and all other taxing units and other interested persons, were given the opportunity at such public hearing to protest the creation of the proposed Reinvestment Zone or the inclusion of their property in such Reinvestment Zone; and

WHEREAS, the proponents of the Reinvestment Zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Reinvestment Zone, and no opponents of the Reinvestment Zone appeared to contest creation of the Reinvestment Zone; and

WHEREAS, after considering all testimony and evidence offered at the public hearing, the City Council finds that improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Zone, will be of general benefit to the City of Sherman, and that it will be in the public interest to pass this ordinance creating a Reinvestment Zone;

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

SECTION 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2. That the City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on adoption of the Reinvestment Zone has been properly called, held and conducted, and that notice of such hearing has been published as required by law;

(b) That the City has jurisdiction to hold and conduct this public hearing on the creation of the proposed Reinvestment Zone, pursuant to the CODE;

(c) That creation of the proposed Zone, with boundaries as described in Exhibits "A" and "B", will result in benefits to the City, its residents and property owners, and to the property, residents and property owners in the Reinvestment Zone; and

(d) That the Reinvestment Zone, as defined in Exhibits "A" and "B", meets the criteria for the creation of a Reinvestment Zone as set forth in Section 312.202 of the CODE in that:

(1) It is a contiguous geographic area located wholly within the corporate limits of the City.

(2) The area will reasonably be likely, as a result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property and that would contribute to the economic development of the City.

(3) No part of the property in the Reinvestment Zone is owned or leased by a member of the governing body of the City or Town, or by a member of a zoning or planning board or commission of the City.

(4) Improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Reinvestment Zone.

SECTION 3. That the City hereby creates a Reinvestment Zone over the area described by the description in Exhibit "A", attached hereto and depicted in a drawing attached hereto as Exhibit "B", and such Reinvestment Zone shall hereafter be identified as the Industrial Reinvestment Zone, Number 042015-1, City of Sherman, Texas (the "Zone").

SECTION 4. That the written agreement(s) as provided in the CODE, with the owners of the property located within the Reinvestment Zone, is hereby authorized for a period of up to ten (10) years, and the written agreement(s) shall provide an exemption from taxation of the increased value in the real and/or personal property in the percentages and for the years to be established in the agreements.

SECTION 5. That, if any section, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. That it is hereby officially found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the City Council at which this ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter hereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 7. That the contents of the notice of public hearing, which hearing was held before the City Council on the 1st day of April, 2013, and the publication of said notices, is hereby ratified, approved, and confirmed.

1ST READING this the __________ day of ________________________, 2015.

2ND READING this the __________ day of ________________________, 2015.

EFFECTIVE DATE: __________ day of ________________________, 2015.

CITY OF SHERMAN, TEXAS

BY: ______________________________

CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

EXHIBIT "A"

INDUSTRIAL REINVESTMENT ZONE, NUMBER 042015-1,
CITY OF SHERMAN, TEXAS
FIELD NOTES

Tract 1:

Being a tract or parcel of land situated in the County of Grayson, State of Texas and being a part of the Sherrod Dunman Survey, Abstract No. 329, being a called 45.93 acre tract referred to as "Tract One" as conveyed to Kaiser Aluminum and Chemical Corporation by Deed recorded in Volume 3868, Page 348, Deed Records, Grayson County, Texas (D.R.G.C.T.) containing 45.938 acres of land, more or less, and being more particularly described by metes and bounds as follows:

Beginning at a concrete monument on the West right-of-way (R.O.W.) line of U.S. Highway No. 75 (a variable width R.O.W.) and East line of said Kaiser Tract with said point being at the Northeast corner of said Kaiser Tract and Southeast corner of a called 24.05 acre tract conveyed to the State of Texas in Grayson County Clerk Document No. 0013451 as filed with Grayson County Clerk on May 15, 2003 A.D.;

Thence South 09 degrees 48 minutes 00 seconds East along the West R.O.W. line of said U.S. Highway 75 and East line of said Kaiser Tract, for a distance of 497.88 feet to a 5/8 inch iron rebar rod with plastic cap stamped "JLS 5577" set for corner (JLS Point);

Thence South 06 degrees 44 minutes 26 seconds East along the West R.O.W. line of said U.S. Highway 75 and East line of said Kaiser Tract, for a distance of 469.80 feet to a concrete monument found for corner;

Thence South 05 degrees 59 minutes 00 seconds East along the West R.O.W. line of said U.S. Highway 75 and East line of said Kaiser Tract, for a distance of 272.68 feet to a 5/8 inch iron rebar rod with plastic cap stamped "JLS 5577" set for corner (JLS Point);

Thence South 75 degrees 14 minutes 17 seconds West (called South 75 degrees 16 minutes 00 seconds West by Kaiser Deed) departing the West R.O.W. line of said U.S. Highway 75 and East line of said Kaiser Tract and along the South line of said Tract One of said Kaiser Tract and North line of "Tract Two" as conveyed to Kaiser Aluminum and Chemical Corporation by Deed recorded in Volume 3868, Page 348, D.R.G.C.T. for a distance of 1,557.98 feet (called 1,557.25 feet by Kaiser Deed) to a nail found in concrete for corner at the apparent centerline of Howe Drive;

Thence North 13 degrees 13 minutes 06 seconds West (called North 13 degrees 13 minutes 44 seconds West by Kaiser Deed) along the apparent centerline of said Howe Drive and West line of said Kaiser Tract for a distance of 1,231.16 feet (called 1 ,231.21 feet by Kaiser

Deed) to an "'X" found in concrete for corner at the apparent centerline of Howe Drive and being at the North West corner of said Kaiser Tract and Southwest corner of said State of Texas Tract;

Thence North 75 degrees 14 minutes 18 seconds East (called North 75 degrees 16 minutes 00 seconds East by Kaiser Deed) departing the apparent centerline of said Howe Drive and West line of said Kaiser Tract and along the North line of said Kaiser Tract and South line of said State of Texas Tract for a distance of 1,675.05 feet (called 1,674.54 feet by Kaiser Deed and 1,675.67 feet by State of Texas Deed) to the point of beginning of the herein described tract of land and containing within the metes recited 45.94 acres (2,001,059 square feet) of land, more or less.

Tract Two:

Being a tract or parcel of land situated in the County of Grayson, State of Texas and being a part of the Sherrod Dunman Survey, Abstract No. 329, being a called 11.694 acre tract referred to as "Tract Two" as conveyed to Kaiser Aluminum and Chemical Corporation by Deed recorded in Volume 3868, Page 348, D.R.G.C.T. containing 11.78 acres of land, more or less, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rebar rod found at the intersection of the West R.O.W. line of U.S. Highway No. 75 and the North line of Dorset Drive with said point marking the Southeast corner of the herein described tract;

Thence South 75 degrees 16 minutes 00 seconds West departing the West R.O.W. line of said U.S. Highway No. 75 and along the North line of said Dorset Drive and South line of said "Tract Two" Kaiser Tract for a distance of 578.35 feet (called 573.00 feet by the Kaiser Deed) to a 1/2 inch iron rebar rod found for corner at the Southwest corner of said "Tract Two" Kaiser Tract and the Southeast corner of a called 5.034 acre tract of land conveyed to Yellow Equipment & Terminals, Inc. in Volume 1217, Page 304, D.R.G.C.T.;

Thence North 14 degrees 44 minutes 00 seconds West departing the North R.0.W. line of said Dorset Drive and along the West line of said "Tract Two" Kaiser Tract and East line of said Yellow Equipment Tract and generally along a fence for a distance of 510.00 feet to a chain link fence post found for corner;

Thence South 75 degrees 16 minutes 00 seconds West along the most northerly South line of said "Tract Two" Kaiser Tract and North line of said Yellow Equipment Tract and generally along a fence for a distance of 430.00 feet to a chain link fence post found for corner at the most northerly Southwest corner of said "Tract Two" Kaiser Tract and Northwest corner of said Yellow Equipment Tract and also being at the Southeast corner of a called 1.036 acre tract of land conveyed to 416 Interchange Business Park, L.P. as "Tract II" in Volume 3788, Page 919, D.R.G.C.T.;

Thence North 14 degrees 44 minutes 00 seconds West along the most westerly West line of said "Tract Two" Kaiser Tract East line of said "Tract II" 416 Interchange Business Park Tract and generally along a fence for a distance of 179.44 feet (called 180.00 feet by Kaiser Deed and 416 Interchange Business Park Deed) to a 1/2 inch iron rebar rod found for corner with said point being in the South line of "Tract One" of said Kaiser Deed;

Thence North 75 degrees 14 minutes 17 seconds East (called North 75 degrees 16 minutes 00 seconds East by Kaiser Deed) along the North line of said "Tract Two" Kaiser Tract and South line of "Tract One" Kaiser Tract and generally along a fence for a distance of 1,114.55 feet (called 1,109.20 feet by Kaiser Deed) to a 5/8 inch iron rebar rod with plastic cap stamped "JLS 5577" set for corner (JLS Point) with said point being on the westerly R.O.W. line of said U.S. Highway No. 75;

Thence South 05 degrees 59 minutes 00 seconds East along the westerly R.O.W. line of said U.S. Highway No. 75 and East line of said "Tract Two" Kaiser Deed for a distance of 698.13 feet to the point of beginning and containing within the metes recited 11.73 acres (512,802 square feet) of land, more or less.

EXHIBIT "B"

INDUSTRIAL REINVESTMENT ZONE, NUMBER 042015-1, CITY OF SHERMAN, TEXAS
<u>VICINITY MAP</u>

4300 South Highway 75

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

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TAX REINVESTMENT ZONE
INDUSTRIAL APPLICATION

SECTION I

1. Property Owner Kaiser Aluminum Fabricated Products, LLC.

   Mailing Address PO Box 1215 Sherman TX 75091

   Telephone Number 903-893-5566

2. Property Owner's Representative Max Gorman

   Mailing Address PO Box 1215 Sherman TX 75091

   Telephone Number 903-892-5846

3. Physical Property Address 4300 Highway 75 S, Sherman TX

4. Property Legal Description (include as an attachment with metes and bounds). – See Below

5. Property is located within: City of Sherman? Yes
   Sherman ISD? Yes
   Grayson County? Yes

6. Description of Project: Automotive Unit Two – Construct an additional 55,000 square foot building to house an initial 4,400 ton extrusion press and related manufacturing equipment.

7. Date of projected occupation of project/initiation of operations:

   Q1 2016

8. Narrative response to criteria questions in Section II of application? Yes (Yes or No, and include attachment).

SECTION II

Employment Impact

How many jobs will be brought to Sherman 10

What types of jobs will be created? Semi-skilled press operator and manufacturing positions along with Skilled maintenance, Quality, and engineering positions.

What will the total annual payroll be? Include current and increase factors. Current payroll - $9,080k. Increase factor 3%. Future Payroll - $9,797

Fiscal Impact

How much real and personal property value will be added to the tax rolls? $25.5 Million

How much direct sales tax will be generated? Negligible

How will this project affect existing businesses and/or office facilities? There should be no impact to the existing business park.

What infrastructure construction would be required? A new 55,000 sq foot facility would be constructed to locate the new equipment in.

What is the total annual operating budget of this facility projected to be? (For expansion, state current and projected increase)
2014 - $60,111k
2015 - $73,395k
2016 – $78,224k
2017 – $81,797k

Community Impact

What effect would the project have on the local housing market? The project will have a favorable impact from increased employment and local spending.

How compatible is the project with the city's Comprehensive Plan? This project supports Sherman's Comprehensive Master Plan in that it creates employment opportunities in designated commercial business park areas.

What environmental impact, if any, will be created by the project? None

This project is being considered by Kaiser Aluminum to enable growth in the Automotive Market. The project includes a complete new extrusion line that would be highly automated to compete in the highly competitive Automotive Aluminum extrusion market.
The Automotive Market is using an increasing number of aluminum extrusions as automakers try to lightweight their cars to comply with regulations on miles per gallon. Kaiser Aluminum plans to take advantage of the current growth as we are currently serving this market and want to grow with the market.

Kaiser Aluminum Fabricated Products, LLC

Property Legal Description

Property ID	MAP ID	Description	Assessed Value	Exemptions	2014 Tax
R125523	185-0329012	G-0329 Dunman Sherod A-G0329; 43.5 Acres	3,558,030		88,396
R125524	185-032901201	G-0329 Dunman Sherod A-G0329; 2.41 Acres	1,160,184		28,824
R125527	185-0329015	G-0329 Dunman Sherod A-G0329; 11.69 Acres	459,996		11,428
P184251		Furniture & Fixtures	379,055		9,417
P203162		Business Personal Property KFAB	483,460		12,011
P320905		Supplies	168,995		4,199
P320426		Inventory	6,898,059	6,139,273	18,851
P320427		Machinery & Equipment	9,185,747		228,211
			22,293,526		401,336

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. D. 1.**

Meeting Date: 04/06/2015

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5874
Extending the Corporate Limits of Said City so as to Annex 7.32 Acres of Land on West Lamberth Road, Adjoining the Old County Farm on the South Side, Adjacent to the Sherman City Limits, and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Plan

Issue:

To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex 7.32 acres of land on West Lamberth Road, adjacent to the Sherman city limits, adjoining the Old County Farm on the South side, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its February 16th meeting, the City Council approved the schedule for annexation of this property, which set public hearings for the March 2nd and March 16th regular Council meetings and this April 6th regular Council meeting. The first and second public hearings were held on March 2nd and March 16th as scheduled, with no public comments received.

Origination:

City Council

Financial Consideration:

City accepts maintenance. The incremental cost of annexing this property is negligible.

Staff Recommendation:

It is recommended that the City Council introduce, hold the public hearing, and consider adoption of the ordinance for annexation of this property.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 5874
Exhibits "A" and "B"
Request for Annexation
Location Map
Annexation Schedule
Facility Plan

ORDINANCE NO. 5874

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX 7.32 ACRES OF LAND ON WEST LAMBERTH ROAD, ADJOINING THE OLD COUNTY FARM ON THE SOUTH SIDE, ADJACENT TO THE SHERMAN CITY LIMITS, AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Chapter 43 of the Texas Local Government Code and Article X, Section 12 of the City Charter of Sherman, Texas, an incorporated City, authorizes the annexation of territory, subject to the laws of this State; and

WHEREAS, the procedures proscribed in Chapter 43 of the Texas Local Government Code, the City Charter of the City of Sherman, Texas, and any other applicable laws have been duly followed with respect to the territory described in Section 1 of this Ordinance;

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

SECTION 1. That the limits of the City of Sherman, Texas, shall be extended so as to hereinafter include within the corporate limits of said City the tracts of land, being more particularly described in Exhibit "A" and shown in Exhibit "B".

SECTION 2. That the inhabitants thereof shall hereinafter be entitled to all the rights and privileges of other citizens of the City of Sherman and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

SECTION 3. That the Service Plan for the annexed area is adopted and attached as Exhibit "A" to this Ordinance and incorporated for all purposes.

SECTION 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____________ day of _________________, 2015.

ADOPTED on this the ________________ day of _________________, 2015.

EFFECTIVE DATE on this the _________ day of _________________, 2015.

CITY OF SHERMAN, TEXAS

BY: ____________________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

Exhibit "A"

SARTIN & ASSOCIATES SURVEYING COMPANY
P.O. Box 1843 Sherman, Texas 75091-1843 (903)892-8003
Fax Number (903)868-2970

SITUATED in the County of Grayson, State of Texas, being a part of the JAMES H. VADEN SURVEY, Abstract No. 1288, being a part of a 43.6629 acre tract of land conveyed by Essie Saunders and Raymond Plumlee to Don W. Hefton by deed dated May 14, 1964, recorded in Volume 1006, Page 484, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found 3/8 inch rebar on the North line of said 43.6629 acre tract, said rebar maintaining the Northeast corner of a 6.00 acre tract of land described in Three Tracts in deed from Shane Kenneth Wilson and Carla J. Wilson to J. P. McConnell and E. Jean McConnell, dated April 24, 1997, recorded in Volume 2539, Page 429, Official Public Records, Grayson County, Texas;

THENCE North 88 deg. 27 min. 00 sec. East, with the general line of a fence, the North line of said 43.6629 acre tract, a distance of 394.02 feet to a found 1/2 inch rebar at the base of a fence corner post, said rebar maintaining the Northwest corner of a 5.00 acre tract of land conveyed by

THENCE South 00 deg. 25 min. 23 sec. East, with the general line of a fence, the West line of said 5.00 acre at a distance of 1005.68 ft. passing a found 1/2 inch rebar on the North side of a public road known as Lamberth Road, and continuing for a total distance of 1016.78 feet to a found 1/2 inch rebar in said road, and on the South line of both said 43.6629 acre tract, and Vaden Survey, the North line of the William Thompson Survey, Abstract No. 1209, said rebar maintaining the Southwest corner of said 5.00 acre tract;

THENCE South 89 deg. 39 min. 49 sec. West, along said Lamberth Road, and with the South line of both said 43.6629 acre tract, and Vaden Survey, the North line of said Thompson Survey, a distance of 166.31 feet to a set spike nail;

THENCE North 03 deg. 58 min. 28 sec. West, leaving said Lamberth Road, and continuing with the center of a gravel drive for a total distance of 387.64 feet to a set 1/2 inch rebar;

THENCE South 88 deg. 27 min. 00 sec. West, a distance of 212.66 feet to a found 1/2 inch rebar maintaining the Southeast corner of the above mentioned 6.00 acre tract;

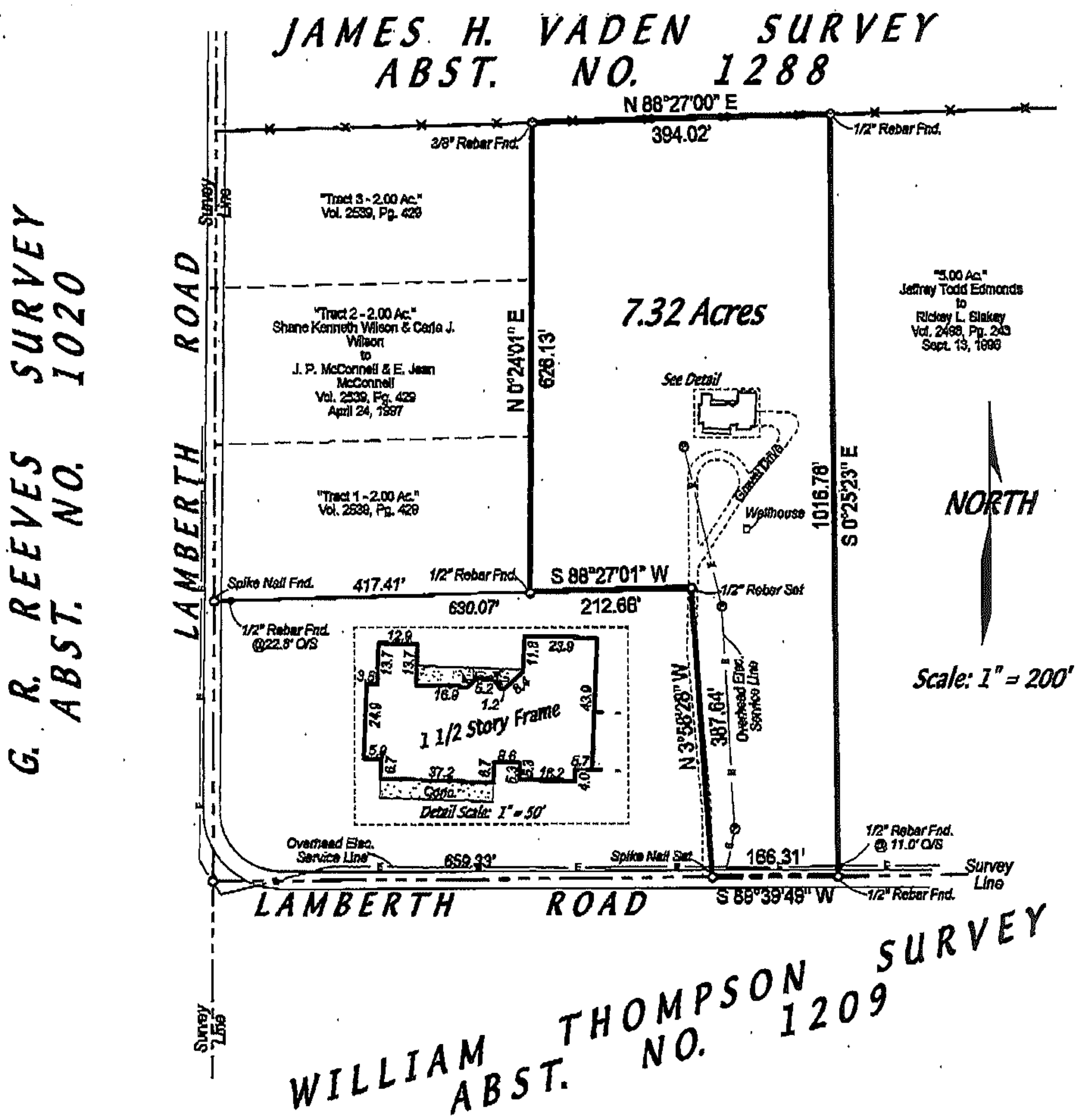
THENCE North 00 deg. 24 min. 00 sec. East, with the East line of said 6.00 acre tract, a distance of 626.13 feet to the place of beginning and containing **7.32 ACRES OF LAND** more or less...

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 17 th day of August, 1998 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.

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

STATE OF TEXAS
REGISTERED
MARSHALL SARTIN
3694
PROFESSIONAL
LAND SURVEYOR

Exhibit "B"



SARTIN & ASSOCIATES
SURVEYING COMPANY
P.O. Box 1843 Sherman, Texas 75091-1843 (903)892-8003
FAX NUMBER 903-868-2970

Survey for: ROBBIE HEFTON

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 17th day of August, 1998 of the following described property: Improvements located September 24th, 1999;

(Legal description attached)

That the improvements on said property are known as 3691 West Lamberth Road, Sherman, Texas 75092 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. Bearings are based on monuments found, and deed bearings used in Volume 1539, page 429, and Volume 2498, Page 243, Official Public Records, Grayson County, Texas.

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

STATE OF TEXAS
REGISTERED
MARSHALL SARTIN
3694
PROFESSIONAL LAND SURVEYOR

February 3, 2015

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

Dear Mr. Olson,

This letter is the request the annexation of my property located at 3691 W. Lamberth Road into the City of Sherman. This property is located adjacent to the old "County Farm", just to the south. I have provided a copy of the legal description, survey drawings, and survey field notes to your Engineering and Development department.

Thank you for your consideration in this. Please contact me at (903) 819-7452 if you have any questions or need any other information.

Regards,

Robby Hefton

Robby Hefton

Annexation of 7.32 Acres

Sherman
CLASSIC TOWN. BROAD HORIZON.

N

ANNEXATION SCHEDULING PLAN

Annexation of 7.32 acres on Lamberth Road and adjacent to the City Limits

Wednesday, February 18**,** 2015……	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, February 19, 2015…….	Post notice on City's website, newspaper and City Hall for City Council's 1st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Thursday, February 26, 2015……..	Post notice of 1st Public Hearing under the Open Meetings Act.
Monday, March 2, 2015…….…….	City Council's 1st Public Hearing on intent to annex and service plan.* (Regular Meeting)
Thursday, March 5, 2015………….	Post notice on City's website, newspaper and City Hall for City Council's 2nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Thursday, March 12, 2015…..……	Post notice of 2nd Public Hearing under the Open Meetings Act.
Monday, March 16, 2015..………..	City Council's 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
Thursday, April 2, 2015….……….	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, April 6, 2015……………	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance. (Regular Council Meeting)

* If more than twenty adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one of the public hearings must be held in the area to be annexed.

City of Sherman
Municipal Service Plan
7.32 Acres on West Lamberth Road

INTRODUCTION:

The annexation is the site of 7.32 acres on West Lamberth Road (3691 W Lamberth Rd) lying adjacent to the City of Sherman existing city limits.

This annexation is a step in the process of providing for the orderly growth and development of the City, to protect the City from substandard development and to provide for the enlargement of the city limits by including developments and improvements that are logically a part of the City and receive city utilities.

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Provide police services to include patrol, response to calls for police assistance, as well as any other customary or necessary police services, from the effective date of annexation forward, using available personnel and equipment.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

SOLID WASTE: The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

STREETS AND BRIDGES: Any future city streets will be developed by the standard provisions of the Developers Ordinance with future maintenance by the City of Sherman. Street lighting will be established according to city guidelines.

PARKS: No public parks exist in the area to be annexed. Any new park facilities will be developed according to existing City policies as applicable to all city residents.

CONSTRUCTION INSPECTIONS: Building permits and inspection services will be available upon annexation.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

ANIMAL CONTROL: Animal control services will be provided by the City on the effective date of annexation.

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an R-A (Single Family Agricultural) District on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Extensions of existing city mains for future development will be made by standard City of Sherman utility extension methods. All connections to new or existing water mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.

SEWER SERVICE: Extensions of any existing sewer facilities of the City of Sherman for existing or future development may be made by standard City of Sherman utility extension methods provided the capacity of the existing appurtenances is not exceeded at the time of development. Use of lift stations and force mains may be required to serve some portions of this area. All connections to new or existing sewer mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Council Regular Meeting **Agenda Item No. D. 2.**

Meeting Date: 04/06/2015

Prepared By: Otis Henry, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5875

Amending Chapter 1 of the Code of Ordinances, entitled "General Provisions", Article 1.09, entitled "Emergency Management", Division 3, entitled "Emergency Service Fee", at Sections 1.09.071 and 1.09.072; and Providing for a New Section 1.09.075 to be entitled "VoIP Positioning Center Operator Minimum Requirements"

Issue:

Adopt an ordinance that authorizes the imposition of service fees on all VoIP Positioning Center Operators, and authorizes an increase of the current 9-1-1 Emergency Service Fee. The increase will allow for the updating and maintaining of necessary 9-1-1 equipment and other necessary expenditures.

Background:

On June 20, 2011, the City of Sherman adopted, by resolution, the set fee of $0.60 per month for each residential and business line within the city that service providers are to charge for the billing and collection of 9-1-1 fees. These fees support the 9-1-1 system, updates, upgrades, maintenance, and salaries of 9-1-1 personnel.

The City's current 9-1-1 emergency equipment has an approximate life cycle of five (5) years. We are currently in the seventh year using this equipment. We have been advised that some parts of the equipment cannot be replaced. Increasing the fees will off-set some of the cost of replacing this necessary equipment. The fee increase will also provide for future equipment replacement when our new equipment reaches its end of life expectancy. Additionally, this new equipment will be Next Generation 9-1-1 compliant and ready once the State of Texas implements the mandated program in the near future.

VoIP (Voice Over Internet Protocol) is phone service provided by an internet carrier. These lines also provide the same access to 9-1-1 systems as land line and cell carriers, and should be required to pay the same fee for 9-1-1 service. The proposed ordinance codifies the requirements established by the Texas Administrative Code for VoIP providers.

The proposed ordinance will set the 9-1-1 service fee at $0.80 per month for each residential line, each business line, each business trunk line, and each VoIP line. When comparing cities, we found the average cost to be at $0.81. We are proposing to have our fee less than the average, and place our fee at

$0.80. These increases in fees are needed to keep up with the increasing costs of the technology and other necessary expenditures required to serve both the current and future emergency 9-1-1 needs of the citizens of Sherman.

Origination:

Finance and Police Departments

Financial Consideration:

The adoption of this ordinance, as recommended, will bring in an estimated additional $32,000.00 to support the current and future 9-1-1 Emergency Service requirements. This amount is based on the residential, business, and business trunk lines. This figure does not reflect the funds that will be collected from the VoIP lines.

Staff Recommendation:

It is the staff's recommendation that the Council adopt the ordinance.

Alternatives:

Continue at the current rate as established under the 2011 Resolution or increase/decrease or deny the recommended fees.

Attachments

Ordinance No. 5875

9-1-1 Fee Chart

ORDINANCE NO. 5875

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, ENTITLED "GENERAL PROVISIONS", ARTICLE 1.09, ENTITLED "EMERGENCY MANAGEMENT", DIVISION 3, ENTITLED "EMERGENCY SERVICE FEE", AT SECTIONS 1.09.071 AND 1.09.072; AND PROVIDING FOR A NEW SECTION 1.09.075 TO BE ENTITLED "VOIP POSITIONING CENTER OPERATOR MINIMUM REQUIREMENTS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 1, Article 1.09, Division 3 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended at Section 1.09.071, such section to read as follows:

Sec. 1.09.071 Definitions

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

9-1-1 emergency service system. A system of processing emergency 9-1-1 calls.

9-1-1 service. A telecommunications service through which the user of a public telephone system has the ability to reach the city's public safety answering point by dialing the digits 9-1-1.

Local exchange access line or equivalent local exchange access line.

(1) The physical voice grade telecommunications connection or the cable or broadband transport facilities, or any combination of these facilities, between an end user customer's premises, and a service provider's network that, when the digits 9-1-1 are dialed, provides the end user customer access to a public safety network. Each such connection (e.g. individual channel) provided to an end user customer shall constitute a separate "local exchange access line" or "equivalent local exchange access line." A service provider that bills federal subscriber line charges on all its retail lines and services to all its end user customers may use the federal subscriber line charge as an alternative definition and may bill, collect, and remit 9-1-1 emergency service fees on that basis.

(2) Does not include coin-operated public telephone equipment, public telephone equipment operated by card reader, commercial mobile radio service that provides access to a paging or other one-way signaling service, a communication channel suitable only for data transmission, a line from a telecommunications service provider to an internet service provider for the internet service provider's data modem lines only to provide its internet access service and that are not capable of transmitting voice messages, a wireless roaming service or other nonvocal commercial mobile radio service, a private telecommunications system, or a wireless telecommunications connection subject to Texas Health and Safety Code, section 771.0711.

Public safety answering point. The city communications facility that:

(1) Is operated continuously;

(2) Is assigned the responsibility to receive 9-1-1 calls and to dispatch emergency response services directly or to transfer or relay emergency 9-1-1 calls to other public safety agencies;

(3) Is the first point of receipt by a public safety agency of a 9-1-1 call; and

(4) Serves the city.

Service provider. An entity providing local exchange access lines and/or equivalent local exchange access lines to a service user in the city.

Service user. A person or business entity that is provided local exchange access lines or equivalent local exchange access lines in the city.

VoIP (Voice Over Internet Protocol) is phone service provided by an internet carrier. These lines also provide the same access to 9-1-1 systems as land line and cell carriers, and should be required to pay the same fee for 9-1-1 service. The proposed ordinance codifies the requirements established by the Texas Administrative Code for VoIP providers.

SECTION 2. That Chapter 1, Article 1.09, Division 3 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended at Section 1.09.072, such section to read as follows:

Sec. 1.09.072 Service fee

There is hereby imposed on each service user's local exchange access line and equivalent local exchange access line in the city a 9-1-1 service fee of ~~sixty cents ($0.60)~~ *eighty cents ($0.80)* per month for each residential line*;* ~~and~~ *eighty cents ($0.80) per month for* each business line*; eighty cents ($0.80) per month for each business trunk line; and eighty ($0.80) per month for each VoIP line*. Such 9-1-1 service fee shall be used only to provide for the purchase, installation, operation, and maintenance expenses of 9-1-1 service, including required personnel.

SECTION 3. That Chapter 1, Article 1.09, Division 3 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended to provide for a new Section 1.09.075, such section to read as follows:

Sec. 1.09.075 VoIP Positioning Center Operator minimum requirements.

The City of Sherman as the 9-1-1 Entity, codifies the adoption of Texas Administrative Code Title 1, Part 12, Chapter 251, Rule 251.14 and requires all VoIP Positioning Center (VPC) Operators comply to provide end-users of IP-enabled voice service providers (VSPs) with a consistent level of 9-1-1 service that is comparable to wireline E9-1-1 service.

SECTION 4. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 5. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 6. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

INTRODUCED on this the ______________ day of __________________, 2015.

ADOPTED on this the _________________ day of __________________, 2015.

EFFECTIVE DATE on this the _________ day of __________________, 2015.

CITY OF SHERMAN, TEXAS

BY: ______________________________________

CAROLYN S.WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

9-1-1 FEE CHART

911 Surcharges			
City	Residential	Business	Trunk
Addison	.62	1.52	2.40
Corpus Christi	1.25	1.45	1.60
Dallas	.62	1.52	2.40
Denison	.75	1.30	1.50
Ennis	.75	1.50	1.82
Farmers Branch	1.00	1.50	2.50
Garland	.75	1.25	2.00
Greenville	.50	.50	
Highland Park	8% Base	8% Base	
Kilgore	.87	.87	
Lancaster	.62	1.52	2.50
Longview	.90	1.60	2.25
Mesquite	.75	.75	.75
Plano	.75	.75	.75
Richardson	.75	1.25	2.00
Rowlett	1.00	1.50	
SWRCC	1.00	1.25	1.50
Weatherford	.50	.50	.50
Wylie	1.22	2.93	4.47

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. D. 3.**

Meeting Date: 04/06/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5874 and 5875

Issue:

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5874

Extending the Corporate Limits of Said City so as to Annex 7.32 Acres of Land on West Lamberth Road, Adjoining the Old County Farm on the South Side, Adjacent to the Sherman City Limits, and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Plan

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5875

Amending Chapter 1 of the Code of Ordinances, entitled "General Provisions", Article 1.09, entitled "Emergency Management", Division 3, entitled "Emergency Service Fee", at Sections 1.09.071 and 1.09.072; and Providing for a New Section 1.09.075 to be entitled "VoIP Positioning Center Operator Minimum Requirements"

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. D. 4.**

Meeting Date: 04/06/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

E.2. **** RESOLUTION NO. 5953***
Adopting an Investment Policy for the City of Sherman

E.3. **** RESOLUTION NO. 5954***
Amending the Authorized Representatives to Invest City of Sherman Funds with the Texas Local Government Investment Pool (TexPool)

E.4. **** RESOLUTION NO. 5955***
Amending the Authorized Representatives to Invest City of Sherman Funds with Wells Fargo Securities, LLC

E.5. **** RESOLUTION NO. 5956***
Amending the Authorized Representatives to Invest City of Sherman Funds with the Texas Short Term Asset Reserve Program (TexStar)

E.6. **** RESOLUTION NO. 5957***
Providing for the Exemption of Certain Vehicles Used by the Sherman Police Department from the Inscription Requirements as Authorized by V.T.C.A. Transportation Code §721.005; Authorizing Individuals to Apply for Special License Plates

E.7. **** RESOLUTION NO. 5958***
Awarding a Bid to and Authorizing Execution of a Contract with CJA Enterprises, LLP for an Annual Supply of Crushed Rock Coverstone

E.8. **** RESOLUTION NO. 5959***
Awarding a Bid to and Authorizing Execution of a Contract with Heartland Asphalt Materials, Inc. for an Annual Supply of CRS-2, CRS-2H and CRS-2P Emulsified Asphalt

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 1.**

Meeting Date: 04/06/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 5952

Approving and Authorizing the Execution of a Project Contract with the Sherman Economic Development Corporation

Issue:

A Project Contract between the City of Sherman and the Sherman Economic Development Corporation (SEDCO)

Background:

The Sherman City Council and the SEDCO Board of Directors are being asked by the City's Bond Counsel to consider a resolution that will approve a Project Contract between the City and SEDCO. This document is administrative in nature and sets forth the terms and will formally establish a funding agreement between the two entities for portions of bonds issued by the Greater Texoma Utility Authority (GTUA) on behalf of the City for water and wastewater facilities, both now and in the future. In the future, whether SEDCO will support a particular bond issue, and the degree to which it will support the bond issue, will be determined by SEDCO at the time of the bond issue being considered. Only projects that are authorized to be funded with sales taxes of SEDCO will be considered. The sales taxes will not be pledged to the payment of the bonds, but will only be committed pursuant to the Project Contract.

Neither GTUA nor any bondholders would have an action against SEDCO to enforce the Project Contract.

Origination:

Kristen Savant, Partner with Norton Rose Fulbright US LLP, Bond Counsel

Financial Consideration:

There is no cost associated with approving this item. It is simply an administrative action to formalize the agreement and understand between the City and SEDCO with respect to the projects considered under this arrangement.

Staff Recommendation:

It is recommended that the Council approve the Resolution and authorize the execution of the Project Contract with SEDCO.

Alternatives:

None

Attachments

Resolution No. 5952

Exhibit A - Project Contract

Attachment A - SEDCO Resolution and Project Contract

RESOLUTION NO. 5952

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION OF A PROJECT CONTRACT WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas (the "City") has heretofore authorized and entered into a certain contract with the Greater Texoma Utility Authority (the "Authority") (formerly the Greater Texoma Municipal Utility District), entitled "Contract for Water Supply and Sewer Service" dated as of March 1, 1985 (the "Contract"), whereby the City agrees to make payments to the Authority to pay debt service on bonds issued by the Authority from time to time (the "Bonds") for water and sewer facilities constructed or acquired on behalf of the City (the "Projects"); and

WHEREAS, the Board of Directors of the Sherman Economic Development Corporation (the "Corporation") has agreed to pay a portion of the costs of certain Projects by remitting to the City from the receipts of the local sales and use taxes received by the Corporation to pay the principal of and interest on such Bonds; and

WHEREAS, a Project Contract by and between the Corporation and the City has been submitted to the City Council for approval and execution;

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

SECTION 1. That the Project Contract by and between the Corporation and the City (substantially in the form and content of **Exhibit A** attached hereto and incorporated herein by reference as a part hereof for all purposes) is hereby approved; and the Mayor and City Clerk are hereby authorized and directed to execute such Project Contract for an on behalf of the City and as the act and deed of this Council.

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

PASSED AND APPROVED on this the _____ day of _________________, 2015.

CITY OF SHERMAN, TEXAS

BY: ______________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

EXHIBIT A

PROJECT CONTRACT

PROJECT CONTRACT

THIS PROJECT CONTRACT ("Project Contract") is by and between the City of Sherman, Texas (the "City"), a home-rule municipality created, existing, and organized under the laws of the State of Texas, and the Sherman Economic Development Corporation (the "Corporation"), a nonprofit corporation created, existing, and organized under the laws of the State of Texas, particularly Local Government Code, Sections 501 and 504, as amended (the "Act"), formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6 of the Revised Civil Statutes of Texas, as amended.

WITNESSETH

WHEREAS, in accordance with the provisions of Section 4A of the Development Corporation Act of 1979, Article 5190.6 of the Revised Civil Statutes of Texas, as amended, an election was duly held and conducted in the City on the 7^{th} day of November, 1995 (the "Election") , to submit a proposition to the voters of the City on the question of the adoption of a sales and use tax within the City at a rate of 3/8 of one percent for the promotion and development of new and expanded business enterprises (the "Sales Tax"); and

WHEREAS, the proposition submitted to the voters of the City at said election was duly approved, and thereafter the City created the Corporation as authorized by the Act and a certificate of incorporation for the Corporation was issued by the Secretary of State of Texas; and

WHEREAS, the City Council of the City has heretofore authorized and entered into a certain contract with the Greater Texoma Utility Authority (the "Authority") (formerly the Greater Texoma Municipal Utility District), entitled "Contract for Water Supply and Sewer Service" dated as of March 1, 1985 (the "Contract") whereby the City agrees to make payments to the Authority to pay debt service on bonds issued by the Authority from time to time (the "Bonds") for water and sewer facilities constructed or acquired for the City (the "Projects"); and

WHEREAS, to provide for Projects for the promotion and development of new and expanded business enterprises authorized by the Election and the Act ("Authorized Projects"), the Corporation and the City desire to enter into this Project Contract to defray all or a portion of the City's payment obligations to the Authority under the Contract from the receipts of the Sales Tax; and

WHEREAS, the parties find it necessary and advisable to enter into this Project Contract to set forth the duties and responsibilities of the respective parties for the implementation and funding of Authorized Projects;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, and subject to the conditions herein set forth, the City and the Corporation agree as follows:

Section 1. DEFINITIONS AND INCORPORATION OF PREAMBLES. The terms and expressions used in this Project Contract, unless the context shows clearly otherwise, shall have meanings set forth herein, including terms defined in the preambles hereto, which preambles are incorporated herein and made a part hereof for all purposes.

<u>Section 2.</u> OBLIGATION OF THE CORPORATION. The Corporation agrees to pay to the City in each year while Bonds are Outstanding, from the receipts of the Sales Tax, the percentage of the principal of and interest on each series of Bonds issued for Authorized Projects as reflected in **Attachment A** attached hereto as the same shall become due and payable. Upon a firm delivery date being established for each series of Bonds, the City agrees to notify the Corporation of such date and confirm such delivery date in writing. As soon as possible following the issuance and sale of each series of Bonds, the City shall furnish the Corporation a debt retirement schedule for such Bonds. On or about 45 days prior to the next succeeding interest payment date for Bonds, the City will notify the Corporation of the amount due from the Corporation on such interest payment date, taking into account any funds which the City has allocated to the payment of such debt retirement. Upon being furnished with such notice, the Corporation agrees to pay to the City on or before the 30th day preceding such interest payment date, the amount so indicated in the notice from the City. The term "Bonds" as used in this Project Contract shall include bonds issued to refund or refinance any of the Bonds. Exhibit A attached hereto shall be modified as each series of Bonds are issued and delivered to which this Project Contract pertains.

The Corporation further agrees the payments due hereunder to the City to be used by the City to pay the Authority, which, in turn, will use such payments for the payment of the debt service on Bonds (including prepayments), will be incorporated and included the Corporation's annual budget, as adopted or amended, and the City shall be entitled to a first claim on and right to the amounts budgeted each year for the payment, as aforesaid, of Bonds.

<u>Section 3.</u> OBLIGATION OF THE CITY. The City agrees that the moneys remitted to it by the Corporation pursuant to Section 2 of this Project Contract will be deposited immediately upon the City's receipt of such moneys from the Corporation into a special fund of the City, and such moneys will be held and used only to pay the City's obligations under the Contract to provide funds for the payment of Bonds.

<u>Section 4.</u> NO LIABILITY OF THE CORPORATION. The Corporation shall have no liability with respect to the construction, operation, or maintenance of the Projects or with respect to the payment of Bonds other than to make the payments to the City herein contemplated from the Corporation's receipts from the Sales Tax levied for the Corporation's benefit. The Corporation shall not be liable for any damages caused by any delays in completion of the Authorized Projects or any additional costs in reference to the Projects.

<u>Section 5.</u> PROJECT OWNERSHIP, OPERATION, AND MAINTENANCE. The ownership of the Projects and the responsibility for the operation and maintenance thereof shall be as set forth in the Contract.

<u>Section 6.</u> FORCE MAJEURE. If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Project Contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. It is specifically excepted and provided, however, that in no event shall any Force Majeure relieve the City of its obligation to transfer the Sales Tax to the Corporation as required under the Act.

Section 7. REGULATORY BODIES. This Project Contract shall be subject to all valid rules, regulations, and laws applicable thereto passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 8. TERM OF CONTRACT. The term of this Project Contract shall be for the period during which Bonds are Outstanding. "Outstanding" means, as of the date of determination, all Bonds theretofore issued and delivered under the resolutions authorizing Bonds (or obligations issued to refund the Bonds) except (i) those Bonds canceled by the Paying Agent/Registrar (as defined in the applicable resolution) or delivered to the Paying Agent/Registrar for cancellation, (ii) those Bonds deemed to be duly paid by the Authority in accordance with the provisions of the applicable resolution by the deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Government Securities (as defined in the applicable resolution) or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or redemption, as the case may be, provided that if such Bonds are to be redeemed, notice of redemption thereof shall have been duly given pursuant to the applicable ordinance or irrevocably provided to be given to the satisfaction of the Paying Agent/Registrar or waived, and (iii) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Corporation and the City, acting under authority of their respective governing bodies have caused this Project Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the ____ day of ___________, 2015, which is the date of this Project Contract.

SHERMAN ECONOMIC DEVELOPMENT CORPORATION

By: ____
President, Board of Directors

ATTEST:

____
Secretary, Board of Directors

(Seal)

CITY OF SHERMAN, TEXAS

By: ____
Mayor

ATTEST:

____
City Clerk

(City Seal)

APPROVED AS TO FORM
AND CONTENT:

____
City Attorney

ATTACHMENT A

A RESOLUTION authorizing the use of sales tax funds to support certain projects financed by the Greater Texoma Utility Authority on behalf of the City of Sherman, Texas and approving and authorizing the execution of a Project Contract with the City of Sherman, Texas and other matters incident and related thereto.

WHEREAS, the City Council of the City of Sherman, Texas (the "City") has heretofore authorized and entered into a certain contract with the Greater Texoma Utility Authority (the "Authority") (formerly the Greater Texoma Municipal Utility District), entitled "Contract for Water Supply and Sewer Service" dated as of March 1, 1985 (the "Contract") whereby the City agrees to make payments to the Authority to pay debt service on bonds issued by the Authority from time to time (the "Bonds") for water and sewer facilities constructed or acquired for the City (the "Projects"); and

WHEREAS, the Board of Directors of the Sherman Economic Development Corporation (the "Corporation") has agreed to pay a portion of the costs of such Projects by remitting to the City from the receipts from the local sales and use taxes received by the Corporation; and

WHEREAS, a Project Contract by and between the Corporation and the City has been submitted to the Board of Directors for approval and execution; now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION: The Project Contract (substantially in the form and content of **Exhibit A** attached hereto and incorporated herein by reference as a part hereof for all purposes) is hereby approved, and the President or Vice President and Secretary of the Board of Directors of the Corporation are hereby authorized and directed to execute such Project Contract for and on behalf of the Corporation and as the act and deed of this Board of Directors.

PASSED AND ADOPTED, this April 7, 2015.

SHERMAN ECONOMIC DEVELOPMENT CORPORATION

____
President, Board of Directors

ATTEST:

____
Secretary, Board of Directors

(Seal)

71557799.1\10702099

EXHIBIT A

PROJECT CONTRACT

PROJECT CONTRACT

THIS PROJECT CONTRACT ("Project Contract") is by and between the City of Sherman, Texas (the "City"), a home-rule municipality created, existing, and organized under the laws of the State of Texas, and the Sherman Economic Development Corporation (the "Corporation"), a nonprofit corporation created, existing, and organized under the laws of the State of Texas, particularly Local Government Code, Sections 501 and 504, as amended (the "Act"), formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6 of the Revised Civil Statutes of Texas, as amended.

WITNESSETH

WHEREAS, in accordance with the provisions of Section 4A of the Development Corporation Act of 1979, Article 5190.6 of the Revised Civil Statutes of Texas, as amended, an election was duly held and conducted in the City on the 7th day of November, 1995 (the "Election") , to submit a proposition to the voters of the City on the question of the adoption of a sales and use tax within the City at a rate of 3/8 of one percent for the promotion and development of new and expanded business enterprises (the "Sales Tax"); and

WHEREAS, the proposition submitted to the voters of the City at said election was duly approved, and thereafter the City created the Corporation as authorized by the Act and a certificate of incorporation for the Corporation was issued by the Secretary of State of Texas; and

WHEREAS, the City Council of the City has heretofore authorized and entered into a certain contract with the Greater Texoma Utility Authority (the "Authority") (formerly the Greater Texoma Municipal Utility District), entitled "Contract for Water Supply and Sewer Service" dated as of March 1, 1985 (the "Contract") whereby the City agrees to make payments to the Authority to pay debt service on bonds issued by the Authority from time to time (the "Bonds") for water and sewer facilities constructed or acquired for the City (the "Projects"); and

WHEREAS, to provide for Projects for the promotion and development of new and expanded business enterprises authorized by the Election and the Act ("Authorized Projects"), the Corporation and the City desire to enter into this Project Contract to defray all or a portion of the City's payment obligations to the Authority under the Contract from the receipts of the Sales Tax; and

WHEREAS, the parties find it necessary and advisable to enter into this Project Contract to set forth the duties and responsibilities of the respective parties for the implementation and funding of Authorized Projects;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, and subject to the conditions herein set forth, the City and the Corporation agree as follows:

<u>Section 1.</u> DEFINITIONS AND INCORPORATION OF PREAMBLES. The terms and expressions used in this Project Contract, unless the context shows clearly otherwise, shall have meanings set forth herein, including terms defined in the preambles hereto, which preambles are incorporated herein and made a part hereof for all purposes.

Section 2. OBLIGATION OF THE CORPORATION. The Corporation agrees to pay to the City in each year while Bonds are Outstanding, from the receipts of the Sales Tax, the percentage of the principal of and interest on each series of Bonds issued for Authorized Projects as reflected in Exhibit A attached hereto as the same shall become due and payable. Upon a firm delivery date being established for each series of Bonds, the City agrees to notify the Corporation of such date and confirm such delivery date in writing. As soon as possible following the issuance and sale of each series of Bonds, the City shall furnish the Corporation a debt retirement schedule for such Bonds. On or about 45 days prior to the next succeeding interest payment date for Bonds, the City will notify the Corporation of the amount due from the Corporation on such interest payment date, taking into account any funds which the City has allocated to the payment of such debt retirement. Upon being furnished with such notice, the Corporation agrees to pay to the City on or before the 30th day preceding such interest payment date, the amount so indicated in the notice from the City. The term "Bonds" as used in this Project Contract shall include bonds issued to refund or refinance any of the Bonds. Exhibit A attached hereto shall be modified as each series of Bonds are issued and delivered to which this Project Contract pertains.

The Corporation further agrees the payments due hereunder to the City to be used by the City to pay the Authority, which, in turn, will use such payments for the payment of the debt service on Bonds (including prepayments), will be incorporated and included the Corporation's annual budget, as adopted or amended, and the City shall be entitled to a first claim on and right to the amounts budgeted each year for the payment, as aforesaid, of Bonds.

Section 3. OBLIGATION OF THE CITY. The City agrees that the moneys remitted to it by the Corporation pursuant to Section 2 of this Project Contract will be deposited immediately upon the City's receipt of such moneys from the Corporation into a special fund of the City, and such moneys will be held and used only to pay the City's obligations under the Contract to provide funds for the payment of Bonds.

Section 4. NO LIABILITY OF THE CORPORATION. The Corporation shall have no liability with respect to the construction, operation, or maintenance of the Projects or with respect to the payment of Bonds other than to make the payments to the City herein contemplated from the Corporation's receipts from the Sales Tax levied for the Corporation's benefit. The Corporation shall not be liable for any damages caused by any delays in completion of the Authorized Projects or any additional costs in reference to the Projects.

Section 5. PROJECT OWNERSHIP, OPERATION, AND MAINTENANCE. The ownership of the Projects and the responsibility for the operation and maintenance thereof shall be as set forth in the Contract.

Section 6. FORCE MAJEURE. If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Project Contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. It is specifically excepted and provided, however, that in no event shall any Force Majeure relieve the City of its obligation to transfer the Sales Tax to the Corporation as required under the Act.

Section 7. REGULATORY BODIES. This Project Contract shall be subject to all valid rules, regulations, and laws applicable thereto passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 8. TERM OF CONTRACT. The term of this Project Contract shall be for the period during which Bonds are Outstanding. "Outstanding" means, as of the date of determination, all Bonds theretofore issued and delivered under the resolutions authorizing Bonds (or obligations issued to refund the Bonds) except (i) those Bonds canceled by the Paying Agent/Registrar (as defined in the applicable resolution) or delivered to the Paying Agent/Registrar for cancellation, (ii) those Bonds deemed to be duly paid by the Authority in accordance with the provisions of the applicable resolution by the deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Government Securities (as defined in the applicable resolution) or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or redemption, as the case may be, provided that if such Bonds are to be redeemed, notice of redemption thereof shall have been duly given pursuant to the applicable ordinance or irrevocably provided to be given to the satisfaction of the Paying Agent/Registrar or waived, and (iii) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Corporation and the City, acting under authority of their respective governing bodies have caused this Project Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the ____ day of __________, 2015, which is the date of this Project Contract.

SHERMAN ECONOMIC DEVELOPMENT CORPORATION

By: ____________________________________
President, Board of Directors

ATTEST:

____
Secretary, Board of Directors

(Seal)

CITY OF SHERMAN, TEXAS

By: ____________________________________
Mayor

ATTEST:

____
City Clerk

(City Seal)

EXHIBIT A

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 2.**

Meeting Date: 04/06/2015

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:
**** RESOLUTION NO. 5953***
Adopting an Investment Policy for the City of Sherman

Issue:
Obtaining Council approval for revisions to the City of Sherman's Investment Policy

Background:
By law, the Council must annually review and adopt an investment policy that governs the investing of public funds by the City. The most recent revision to the Policy was in September 2014 but changes in management have necessitated this mid-year update to reflect the change in job titles. A copy of the proposed Policy was provided to the Investment Committee prior to this meeting.

Origination:
Finance Department

Financial Consideration:
There is no cost associated with changing the Policy.

Staff Recommendation:
Investment Committee Recommendation
It is recommended that the Council approve the Policy as presented.

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

Attachments

Resolution No. 5953
Investment Committee Memo
City of Sherman Investment Policy

RESOLUTION NO. 5953

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

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

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

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the sixth day of April, 2015.

CITY OF SHERMAN, TEXAS

BY: ______________________________

CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ________________________________

BRANDON S. SHELBY,
CITY ATTORNEY

Sherman
CLASSIC TOWN. BROAD HORIZON.

memorandum

DATE: Monday, March 30, 2015

TO: The Investment Committee
The Honorable Tom Watt, Council Member
The Honorable Jason Sofey, Council Member

MC: Mary Lawrence, Director of Finance

FROM: Robby Hefton, City Manager RH

SUBJECT: **Investment Policy Revisions**

Attached is a copy of the City's Investment Policy, including proposed changes to the existing Policy. The Investment Policy is typically reviewed annually each year in September. However, management changes have necessitated this mid-year update to reflect changes in job titles. The Policy will still be subject to the annual review in September.

Approval of this policy is scheduled for the April 6th City Council meeting. Please contact me prior to that meeting if you have any questions regarding the Policy or its related changes.

RH:pc

attachment (as stated above)

CITY OF SHERMAN
INVESTMENT POLICY
September 2, 2014

1.0 Policy:

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

2.0 Scope:

This policy applies to all aspects of investing the financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report and include: General Fund, Special Revenue Funds, Debt Service Funds**,** Capital Project Funds, Enterprise Funds, Trust and Agency Funds, and any new fund created by legislative body, unless specifically exempted or excluded. To maximize investment earnings, funds will be pooled and earnings allocated to the various funds based on their balances and in accordance with generally accepted accounting principles.

This policy shall not govern funds which are managed under separate investment programs in accordance with Section 2256.004 of the Public Funds Investment Act. Such funds currently include the Perpetual Care Cemetery and Mausoleum Fund, Deferred Compensation Fund and Bond Proceeds.

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

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

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

3.0 Objectives:

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

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

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

3.3 Public Trust: All participants in the City's investment process shall perform their duties at the highest level of public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

3.4 Yield: For the City of Sherman, the yield objective is secondary to those of safety and liquidity. Yield is defined as the rate of annual income return on an investment, expressed as a percentage. The one-year Constant Maturity Treasury rate or other Treasury-based rate which corresponds to the approximate weighted average of the portfolio will be a benchmark to promote a better understanding of portfolio performance.

4.0 Standards of Care:

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

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

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration: (1) the investment of all funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; (2) whether the investment decision was consistent with this written investment policy of the City of Sherman; and (3) whether the decision might have impaired public confidence in the City's ability to govern effectively.

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

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

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

4.4 Delegation of Authority: As originally granted by Resolution 3230, dated September 11, 1995, and modified by Resolution ~~5065 on August 20, 2007~~, *5953 on April 6, 2015*, the daily operation and management of the City of Sherman's investments are the responsibility of the following persons:

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

b) Investment Committee: The Investment Committee shall consist of the City Manager and two members of the City Council as appointed by the Council. The committee shall annually approve the list of approved brokers, dealers and financial institutions, review and approve revisions to this policy, recommend investment strategies within this policy, and monitor investment results, controls, and compliance with this policy. The approved list of broker, dealers and financial institutions is in Appendix B.

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

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

4.6 Training of Investment Officers: All investment officers of the City shall attend an investment training session not less than once in a two-year period beginning on October 1st and consisting of the next two consecutive years, and receive not less than ten hours of instruction from an independent source approved by the City Council or the Investment Committee. Approved sources include the Government Finance Officers Association (GFOA), the Governmental Finance Officers Association of Texas (GFOAT), the Government Treasurers' Organization of Texas (GTOT), the University of North Texas Center for Public Management, and the Texas Municipal League.

5.0 Strategies:

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

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

5.1 Depository Bank: Funds at the depository bank are to be managed to a level that minimizes the cost of the relationship to the City. In instances where the depository contract allows for the payment of fees by maintaining balances at the depository, every effort is to be made to minimize the amount of money held at the depository in excess of that needed to compensate the bank for its services. Concerns about safety are to be addressed by the pledging requirements of the depository, in accordance with state law. This strategy specifies that sufficient funds to support daily operations are maintained in the depository bank, but that any funds in excess of that are held to a minimum. In accordance with the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), the City will require that the bank's board of directors or a designated committee approve the depository agreement, including the pledge of collateral to secure with bank's obligations with respect to the deposits maintained at the bank by the City.

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

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

5.4 Direct Investments: The City of Sherman purchases securities of the U.S. Treasury, U.S. Agencies, and direct obligations of this state, its agencies, Counties, Cities and other political subdivisions in the secondary market and in the primary market in the case of new issue offerings. For purposes of this policy, the term "U. S. Agencies" shall include obligations, including letters of credit, of the United States or its agencies and instrumentalities. The City employs a laddered maturity strategy for these instruments. With that method, some investments reach maturity at regularly-recurring intervals, enhancing liquidity. The investment officers must give consideration to the over-all liquidity of the portfolio before making a direct investment. Additionally, the City occasionally purchases a U. S. Treasury or Agency security with maturities as long as five years. See Section 5.5 below.

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

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

5.7 Separate Strategy for Bond Proceeds: Proceeds from the sale of general obligation bonds or certificates of obligation will be segregated from the other investments of the City. The basic intent is to match the availability of funds to the cash requirements of the capital projects. Therefore, the maturity limits of Section 7.7 do not apply. The following investments are available for this strategy: treasury securities, demand deposits, certificates of deposit, and investment pools. Ten percent of anticipated costs of the projects must be kept in demand deposits or pooled investments to cover unanticipated cash demands. The remaining proceeds are to be invested so as to match anticipated demands for cash. Except for the requirement for demand deposits or investment pools above, there is no restriction on the percentage of the bond proceeds that may be invested in any authorized investment vehicle.

6.0 Authorized Financial Dealers and Institutions:

6.1 Approved List of Investment Service Providers: All banking services will be governed by the depository contract. In addition, the ~~Assistant City Manager/Chief Financial Officer~~ *Finance Director* shall maintain a list of security brokers, dealers, financial institutions, and investment pools that are authorized by the Investment Committee and the City Council. To be eligible to be approved to do business with the City of Sherman, a seller of securities or financial institution must be a primary dealer, a regional dealer that qualifies under SEC Rule 15C3-1, be regulated by Federal banking authorities, or an investment pool that meets all the requirements of State law. More details on investment pool qualifications are listed in Section 7.4. Annually, the Investment Committee must review, revise and adopt a list of qualified brokers and financial institutions that are authorized to engage in investment transactions with the City. The approved list of financial institutions and broker/dealers can be found in Appendix B.

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

7.0 Authorized Investments, Including Diversification Limits and Maximum Maturities:

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

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

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

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

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

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

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

7.7 Diversification Limits and Maximum Maturities: The City will diversify the portfolio at all times to ensure the reduction of risk while still maintaining reasonable rates of return and ensuring an adequate amount of liquidity. With the exception of authorized pools, no more than 50% of the total investment portfolio will be invested in a single security type, such as U.S.

Agencies, U.S. Treasuries, obligations of the State of Texas and its subdivisions, Certificates of Deposits, etc.

The City will not invest in securities maturing more than five years from the date of purchase. The maximum average dollar-weighted maturity shall be 500 days.

8.0 Prohibited Securities:

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

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

9.0 Collateralization:

In accordance with Chapter 2257 of the Texas Government Code and the depository contract, all demand deposits and all time deposits will be collateralized by the pledging of investment securities or by letters of credit from Federal Home Loan Bank. If securities are used as collateral, the ~~CFO~~ *Finance Director* or his designee must approve the security prior to its pledging. Pledged securities shall always be held by a third party and evidenced by a current safekeeping receipt.

10.0 Safekeeping:

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

11.0 Internal Control:

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

11.1 Competitive Bids: Generally, securities will be purchased using competitive offerings. The ~~CFO~~ *Finance Director* or his designee shall make their best effort to obtain at least three offers from firms listed on the approved list of brokers and dealers. Offers shall be in writing and may be delivered to the City in person, or by fax or email. The award shall be on the basis of the best value to the City. Records of the offers and award shall be maintained by the ~~CFO's~~ *Finance Director's* office, or the office of his designee.

The City recognizes that a competitive offering process is not always necessary or is not always in the best interest of the City. Accordingly, new issue offerings may be purchased directly from an approved broker/dealer in the primary market.

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

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

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

11.5 Other Components: Internal control shall address separation of transaction authority from accounting and recordkeeping, clear delegation of authority to subordinate staff members, and written confirmation of transaction for investments and wire transfers.

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

12.0 Valuation:

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

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

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

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

12.4 Agencies of the United States and the State of Texas: The market value of Agency securities will be obtained from the City's third-party securities custodian.

13.0 Credit Ratings:

The credit rating of each investment in the City's portfolio will be determined quarterly from Standard and Poor's. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

14.0 Performance Standards:

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

14.1 Safety: All investment principal is maintained.

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

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

15.0 Reporting:

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

16.0 Investment Policy Adoption and Revision:

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

APPENDIX A

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Agencies: Federal agency securities.

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

Asked: The price offered for securities.

Bid: The price offered by a buyer of securities.

Book value: A term synonymous with amortized cost.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offer: The price asked by a seller of securities.

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

Portfolio: Collection of securities held by an investor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

APPROVED LIST OF BROKER/DEALERS AND FINANCIAL INSTITUTIONS

BOSC, Inc.
Sherman, TX

First Southwest Company
Dallas, TX

First Public, LLC
Austin, TX

Vining Sparks
Frisco, TX

SAMCO Capital Markets
Dallas, TX

Coastal Securities, Inc.
Houston, TX

First Empire Securities
Hauppauge, NY

TexPool Participant Services
Dallas, TX

TexStar Participant Services
Dallas, TX

Landmark Bank
Sherman, TX

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No.** **E. 3.**

Meeting Date: 04/06/2015

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 5954***

Amending the Authorized Representatives to Invest City of Sherman Funds with the Texas Local Government Investment Pool (TexPool)

Issue:

This resolution updates the City officials who are authorized to do business on the City of Sherman's behalf with TexPool.

Background:

TexPool is a pooled investment fund used by cities, counties, and school districts throughout Texas. The update is necessary to reflect the changes in the Finance Department and in City Management.

Origination:

City Manager Robby Hefton
Finance Director Mary Lawrence

Financial Consideration:

There is no financial consideration to updating the TexPool authorized representatives.

Staff Recommendation:

The staff recommends approval.

Alternatives:

None recommended.

Attachments

Resolution No. 5954

RESOLUTION NO. 5954

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE AUTHORIZED REPRESENTATIVES TO INVEST CITY OF SHERMAN FUNDS WITH THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL (TEXPOOL); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman ("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool"), a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act;

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

SECTION 1. That the individuals, whose signatures appear in this resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

SECTION 2. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool account or (2) is no longer employed by the Participant.

SECTION 3. That the Participant may, by Amending Resolution signed by the Participant, add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant.

SECTION 4. That the following named individuals are the Authorized Representatives of the Participant, and each will be issued P.I.N. numbers:

1. Name: Robby Hefton Title: City Manager

   Signature: ____________________ Direct Phone No.: (903) 892-7201

2. Name: Mary Lawrence Title: Finance Director

Signature: ____________________ Direct Phone No.: (903) 892-7218

3. Name: Tammy Davis Title: Controller

Signature: ____________________ Direct Phone No.: (903) 892-7228

<u>SECTION 5.</u> That the following named individual will have authority for inquiring about account activity and balances and receiving confirmations and monthly statements under the Participation Agreement:

Name: None

<u>SECTION 6.</u> That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool receives a copy of any such amendment or revocation.

<u>SECTION 7.</u> 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 sixth day of April, 2015.

CITY OF SHERMAN, TEXAS

BY: ______________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 4.**

Meeting Date: 04/06/2015

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 5955***

Amending the Authorized Representatives to Invest City of Sherman Funds with Wells Fargo Securities, LLC

Issue:

This resolution updates the City officials who are authorized to do business on the City of Sherman's behalf with Wells Fargo Securities, LLC.

Background:

The City entered into a custodial agreement with Wells Fargo Securities, LLC in August 2003 for the safekeeping of the investment securities owned by the City. The update is necessary to reflect the changes in the Finance Department and in City Management.

Origination:

City Manager Robby Hefton
Finance Director Mary Lawrence

Financial Consideration:

There is no financial consideration to updating the Wells Fargo Securities, LLC authorized representatives.

Staff Recommendation:

The staff recommends approval.

Alternatives:

None recommended

Attachments

Resolution No. 5955

RESOLUTION NO. 5955

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE AUTHORIZED REPRESENTATIVES TO INVEST CITY OF SHERMAN FUNDS WITH WELLS FARGO SECURITIES, LLC; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the individuals, whose signatures appear in this resolution, are Authorized Representatives of the City and are each hereby authorized to make transactions with Wells Fargo Securities, LLC, to designate other authorized representatives and to take all other action required or permitted by the City deemed necessary or appropriate for the investment of local funds.

SECTION 2. That the following named individuals are the Authorized Representatives of the City, each authorized to give notices and instructions to Wells Fargo Securities, LLC:

1. Name: Robby Hefton Title: City Manager

   Signature: _____________________ Direct Phone No.: (903) 892-7201

2. Name: Mary Lawrence Title: Finance Director

   Signature: _____________________ Direct Phone No.: (903) 892-7218

3. Name: Tammy Davis Title: Controller

   Signature: _____________________ Direct Phone No.: (903) 892-7228

SECTION 3. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the City and written notice of the amendment or revocation is delivered to Wells Fargo Securities, LLC.

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

PASSED AND APPROVED on this the sixth day of April, 2015.

CITY OF SHERMAN, TEXAS

BY: ______________________________

CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________

BRANDON S. SHELBY,
CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 5.**

Meeting Date: 04/06/2015

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 5956***

Amending the Authorized Representatives to Invest City of Sherman Funds with the Texas Short Term Asset Reserve Program (TexStar)

Issue:

This resolution updates the City officials who are authorized to do business on the City of Sherman's behalf with TexStar.

Background:

TexStar is a pooled investment fund used by cities, counties and school districts throughout Texas. The update is necessary to reflect the changes in the Finance Department and in City Management.

Origination:

City Manager Robby Hefton
Finance Director Mary Lawrence

Financial Consideration:

There is no financial consideration to updating the TexStar authorized representatives.

Staff Recommendation:

The staff recommends approval.

Alternatives:

None recommended

Attachments

Resolution No. 5956

RESOLUTION NO. 5956

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE AUTHORIZED REPRESENTATIVES TO INVEST CITY OF SHERMAN FUNDS WITH THE TEXAS SHORT TERM ASSET RESERVE PROGRAM (TEXSTAR); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman ("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Short Term Asset Reserve Program ("TexStar"), a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act;

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

SECTION 1. That the individuals, whose signatures appear in this resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexStar and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

SECTION 2. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexStar account or (2) is no longer employed by the Participant.

SECTION 3. That the Participant may, by Amending Resolution signed by the Participant, add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant.

SECTION 4. That the following named individuals are the Authorized Representatives of the Participant, and each will be issued P.I.N. numbers:

1. Name: Robby Hefton   Title: City Manager

   Signature: ____________________   Direct Phone No.: (903) 892-7201

2. Name: Mary Lawrence Title: Finance Director

Signature: ____________________ Direct Phone No.: (903) 892-7218

3. Name: Tammy Davis Title: Controller

Signature: ____________________ Direct Phone No.: (903) 892-7228

SECTION 5. That the following named individual will have authority for inquiring about account activity and balances and receiving confirmations and monthly statements under the Participation Agreement:

Name: None

SECTION 6. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexStar receives a copy of any such amendment or revocation.

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

PASSED AND APPROVED on this the sixth day of April, 2015.

CITY OF SHERMAN, TEXAS

BY: ______________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting | **Agenda Item No. E. 6.**

Meeting Date: 04/06/2015

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 5957***

Providing for the Exemption of Certain Vehicles Used by the Sherman Police Department from the Inscription Requirements as Authorized by V.T.C.A. Transportation Code §721.005; Authorizing Individuals to Apply for Special License Plates

Issue:

Resolution No. 5957 is needed to replace former City Manager George Olson's name on the current resolution that authorizes specific City officials to sign for special license plates. The new resolution will designate positions only of those authorized to sign for the special license plates. Authorized signers would be the City Manager, Chief of Police, and City Clerk.

Background:

The State requires that a City designate officials authorized to sign documentation for special license plates, including exempt plates placed on vehicles that carry the City's inscription.

Origination:

The request originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration for the City.

Staff Recommendation:

It is the staff's recommendation that the City Council approve Resolution No. 5957 authorizing the City Manager, Chief of Police, and City Clerk to submit applications for special license plates to the Texas Department of Motor Vehicles on behalf of the City of Sherman.

Alternatives:

The Council could designate other officials to sign the documentation.

Attachments

Resolution No. 5957

RESOLUTION NO. 5957

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE EXEMPTION OF CERTAIN VEHICLES USED BY THE SHERMAN POLICE DEPARTMENT FROM THE INSCRIPTION REQUIREMENTS AS AUTHORIZED BY V.T.C.A. TRANSPORTATION CODE §721.005; AUTHORIZING INDIVIDUALS TO APPLY FOR SPECIAL LICENSE PLATES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Texas Transportation Code at **§**721.004 requires an inscription to be placed on City-owned vehicles, and **§**721.005 provides for exemption of certain vehicles when used for the purpose of performing official duties;

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

SECTION 1. That, in accordance with the provisions of the Texas Transportation Code **§**721.005, specific investigative police vehicles are hereby exempted from City vehicle inscription requirements.

SECTION 2. That the following positions are hereby authorized to submit applications for special license plates to the Texas State Department of Highways and Public Transportation, on behalf of the City:

City Manager
Chief of Police
City Clerk

SECTION 3. That Resolution No. 5759 is hereby repealed in its entirety.

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

PASSED AND APPROVED on this the _____ day of ________________, 2015.

CITY OF SHERMAN, TEXAS

BY: ______________________________

CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 7.**

Meeting Date: 04/06/2015

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

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 5958***

Awarding a Bid to and Authorizing Execution of a Contract with CJA Enterprises, LLP for an Annual Supply of Crushed Rock Coverstone

Issue:

To consider the award of a bid to CJA Enterprises, LLP of Collinsville, Texas, for the purchase of approximately 2,000 tons of crushed rock coverstone for the 2015 Seal Coat Program

Background:

The City of Sherman annually contracts with an outside vendor for the supply of crushed rock coverstone. A request to advertise for public bids was approved by the City Council in its meeting of February 16, 2015. The new supply contract was publicly advertised; and two (2) vendors submitted bids on March 18, 2015. The lowest responsive bidder for this invitation to bid was CJA Enterprises, LLP.

Origination:

Street Maintenance Department

Financial Consideration:

The bid submitted by CJA Enterprises, LLP for the required crushed rock coverstone was $22.68 per ton. There are sufficient funds in the fiscal year 2014-2015 annual Street Maintenance Department operating budget to purchase approximately 2,000 tons of crushed rock coverstone. Based on these quantities, the expected total cost would be $45,360.00.

Staff Recommendation:

It is the staff's recommendation that the Sherman City Council award the contract to CJA Enterprises, LLP of Collinsville, Texas, based on their bid of $22.68 per ton of crushed rock coverstone for one twelve (12) month period.

Alternatives:

Those as may be recommended by the City Council

Attachments

Resolution No. 5958

CJA Contract

Bid Tabulation

RESOLUTION NO. 5958

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH CJA ENTERPRISES, LLP FOR AN ANNUAL SUPPLY OF CRUSHED ROCK COVERSTONE; 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 CJA Enterprises, LLP of Collinsville, Texas, is hereby awarded the bid, based on estimated volumes in the total amount of Forty-Five Thousand Three Hundred and Sixty Dollars and Zero Cents ($45,360.00) for an annual supply of coverstone; 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 CJA Enterprises, LLP for an annual supply of crushed rock coverstone, in accordance with all contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2015.

CITY OF SHERMAN, TEXAS

BY: ___________________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY, CITY ATTORNEY

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
STANDARD CONTRACT

This Agreement is made by and between the City of Sherman, Texas, a home-rule municipality, hereinafter referred to as "Buyer", and the hereinafter named SELLER, referred to as the "Seller," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:
CJA Enterprises LLP
Name
362 Crossroads Rd
Address
Collinsville, TX 76233
City, State, Zip
540 840 1960
Telephone
astrideapp@msn.com
Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:
type D granite class A aggregate per the specifications listed on the bid.

[CHECK ONE:]

______ This contract is a "fixed price – fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified herein below. This date is a material term and condition of the Contract and, in connection with the delivery date, time is and shall be of the essence.

____

Date of Delivery

OR

__X____ This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer.

DURATION: From April 6, 2015 to April 5, 2016

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice. Mail to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.

4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.

5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."

7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.

8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.

9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.

10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

11. **WARRANTY – PRICE:**
    a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.

    b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warranties that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.

14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the

goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

    The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.

19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or

renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.

23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.

25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.

28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.

29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this ____________ day of __________________________, ____________.

SELLER:

CM Peacock
(Signature)

Carla M. Peacock
(Type/Print Name and Title/Position)

362 Crossroads Rd
(Address)

Collinsville, TX 76233
(City,State,Zip)

CITY OF SHERMAN:

By: ____

Robby Hefton,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: ____

Linda Ashby,
City Clerk

APPROVED:

____

Brandon Shelby
City Attorney

CITY OF SHERMAN
BID TABULATION
CRUSHED ROCK COVERSTONE
BID OPENING Wednesday, March 18, 2015; 2:00 PM

Vendor	Amount	Comments
James Thorpe Co.	19.41 Ton	Did not submit required sample Delivery - 30 days
CJA Enterprises	22.68	delivery - 24 hrs. ARO
		Min order 16 Tons
		did submit required sample & documentation

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 8.**

Meeting Date: 04/06/2015

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

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 5959***

Awarding a Bid to and Authorizing Execution of a Contract with Heartland Asphalt Materials, Inc. for an Annual Supply of CRS-2, CRS-2H and CRS-2P Emulsified Asphalt

Issue:

To consider the award of a bid to Heartland Asphalt Materials, Inc. of Hurst, Texas, for the purchase of approximately 80,000 gallons of CRS-2, CRS-2H and CRS-2P emulsified asphalt oil for the 2015 Seal Coat Program

Background:

The City of Sherman annually contracts with an outside vendor for the supply of CRS-2, CRS-2H and CRS-2P emulsified asphalt. A request to advertise for public bids was approved by the City Council in its meeting of February 16, 2015. The new supply contract was publicly advertised; and four (4) vendors submitted bids on March 18, 2015. The low bidder for this invitation to bid was Heartland Asphalt Materials, Inc.

Origination:

Street Maintenance Department

Financial Consideration:

The bid submitted by Heartland Asphalt Materials, Inc. for the required asphalt oil was $1.73 per gallon for CRS-2/CRS-2H and $2.19 for CRS-2P. There are sufficient funds in the fiscal year 2014-2015 annual Street Maintenance Department operating budget to purchase approximately 80,000 gallons of emulsified asphalt oil. Based on these volumes, the expected total annual cost would be approximately $147,600.00.

Staff Recommendation:

It is the staff's recommendation that the Sherman City Council award the contract to Heartland Asphalt Materials, Inc. of Hurst, Texas, based on their bid of $1.73 per gallon of CRS-2/CRS-2H and $2.19 per gallon of CRS-2P emulsified asphalt for one twelve (12) month period.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5959

Heartland Contract

Bid Tabulation

RESOLUTION NO. 5959

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH HEARTLAND ASPHALT MATERIALS, INC. FOR AN ANNUAL SUPPLY OF CRS-2, CRS-2H AND CRS-2P EMULSIFIED ASPHALT; 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 Heartland Asphalt Materials, Inc. is hereby awarded the bid, based on estimated volumes in a total amount of One-Hundred Forty-Seven Thousand Six-Hundred Dollars and Zero Cents ($147,600.00) for an annual supply of CRS-2, CRS-2H and CRS-2P emulsified asphalt; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved by the City Attorney, to execute a contract with Heartland Asphalt Materials, Inc. for an annual supply of CRS-2, CRS-2H and CRS-2P emulsified asphalt, in accordance with all contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2015.

CITY OF SHERMAN, TEXAS

BY: ________________________________
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORMAND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
STANDARD CONTRACT

This Agreement is made by and between the City of Sherman, Texas, a home-rule municipality, hereinafter referred to as "Buyer", and the hereinafter named SELLER, referred to as the "Seller," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

Heartland Asphalt Materials, Inc.
Name

860 Airport Frwy Ste 400
Address

Hurst, TX 76054
City, State, Zip

(817) 788-9700
Telephone

mhunt@heartlandasphaltmaterials.com
Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

CRS-2, CRS-2H and CRS-2P Emulsified Asphalt

[CHECK ONE:]

______ This contract is a "fixed price – fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified herein below. This date is a material term and condition of the Contract and, in connection with the delivery date, time is and shall be of the essence.

____
Date of Delivery

OR

__X__ This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer.

DURATION: From April 6, 2015 to April 5, 2016

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice and mailed to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box

1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS**: The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.

4. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.

5. **NO PLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."

7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.

8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.

9. **GRATUITIES**: The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.

10. **SPECIAL TOOLS AND TEST EQUIPMENT**: If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or

required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

11. **WARRANTY – PRICE:** The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.

    The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. **WARRANTY-PRODUCTS**: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warranties that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.

14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

    The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.

19. **WAIVER**: No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term

used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

22. **ADVERTISING**: Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.

23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.

25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

    INDEMNITY AND DISCLAIMER: BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER

TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

26. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.

27. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.

28. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

29. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXCUTED this ____________ day of __________________________, ____________.

SELLER:

____
(Signature)

Matt Hunt - Account Manager
(Type/Print Name and Title/Position)

860 West Airport Frwy Ste 400
(Address)

Hurst, TX 76054
(City,State,Zip)

CITY OF SHERMAN:

By: _______________________________________

Robby Hefton,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: _______________________________________

Linda Ashby,
City Clerk

APPROVED:

____

Brandon Shelby
City Attorney

CITY OF SHERMAN
BID TABULATION
CRS-2, CRS-2H AND CRS-2P EMULSIFIED ASPHALT
BID OPENING Wednesday, March 18, 2015; 2:00 PM

Vendor	Amount	Comments
Heartland Asphalt Materials	per gal. CRS-2 or CRS-2H 1.7253 CRS-2P 2.1853	Delivered to Sherman freight min. 5400 gal.
		2 Hrs. Free unloading
		$80 per hr. after return loads ½ of tariff
		pump charge included
P2 Emulsions	2.74 FOB Plant	Purchased through Tarrant County Co-op
Ergon Asphalt	1.7504 CRS-2 & 2H 2.3304 CRS-2P	5500 gal. freight based on full load
		1st 2 hrs free - 80.00 after
		pump & hose charge is 80.00 per load
Martin Product Sales	2.22	1 day delivery time for CRS-2

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. F. 1.**

Meeting Date: 04/06/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Report from Director of Tourism Lauren Roth

Issue:

To receive Tourism Director Lauren Roth's report on the activities and accomplishments of her department and summary work program for fiscal year (FY) 2015

Background:

The City's tourism function was contracted out to the Sherman Chamber of Commerce with the fiscal year (FY) 2014-2015 budget. The brief presentation by the Chamber's Director of Tourism Lauren Roth will provide the City Council with an overview of the Department of Tourism's activities and accomplishments and plans for the current year.

Origination:

City Manager's Office

Financial Consideration:

None

Staff Recommendation:

This presentation is for informational purposes only; the Council need take no action.

SHERMAN CITY COUNCIL
Agenda Communication Form

Sherman CLASSIC TOWN. BROAD HORIZON.

City Council Regular Meeting **Agenda Item No.** **F. 2.**

Meeting Date: 04/06/2015

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

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Request of the Sherman Chamber of Commerce to Temporarily Close Certain Streets and Use Certain City Facilities and Services for "Lights on the Lake" on Thursday, July 2, 2015

Issue:

A request has been received from the Sherman Chamber of Commerce for this year's "Lights on the Lake" at Pecan Grove Park. In order to accommodate this large community event, the Chamber is requesting the utilization of Pecan Grove Park and several City services. They also request traffic control around the park, street closures and additional trash carts.

Background:

This event was previously hosted by the City at Pecan Grove Park and will be hosted this year by the Sherman Chamber of Commerce at the same location. The Chamber requests use of Pecan Grove Park from Wednesday, July 1st through Friday, July 3rd to prepare for, host, and take down this year's event.

Origination:

Lauren Roth, Director of Tourism, Sherman Chamber of Commerce

Financial Consideration:

Labor and equipment will be needed to assist with the control of traffic and implementation of barricades, placement of trash carts, parking, crowd control, vendor operations and public safety.

Staff Recommendation:

It is recommended that the City Council approve the request to utilize Pecan Grove Park and City Services to host this annual event.

Alternatives:

As directed by the Council

Attachments

Request Letter

Neighborhood Map

February 26, 2015

Don Keene,
City of Sherman
P.O. Box 1106
Sherman, TX 75091-1106

Don,

The Sherman Chamber of Commerce would like to reserve Pecan Grove Park West & East from Wednesday, July 1st through Friday, July 3rd, 2015 for Lights on the Lake, Sherman's Independence Day Celebration. We are requesting that Lights on the Lake be held on Thursday, July 2nd.

We have booked Spur 503 to play beginning at 5:45pm and will play until 7:15 allowing time for opening remarks, thanks to our sponsors, comments from the Mayor and any other requests while Tommy and the Dee Wops sets up to play beginning at 7:45. Tommy and the Dee Wops will play until we are ready for fireworks, and then a couple of songs after if needed.

After discussion with Chief Jones, we have decided to go with a new fireworks company this year, Illumination Fireworks. Illumination is a large company out of Dallas and has been very easy to work with so far.

I have attached a map with the location of all facilities including vendors, porta potties, bounce houses, tents, etc. as well as all requested street closures.

This is a large event that has an incredible impact on our community, to that end, this event requires assistance from majority of city departments, especially Sherman Fire and Sherman Police.

Thank you, in advance, for all the hours and effort you and your staff put into supporting this event! We cannot do this event without city support. If you have any questions, please contact me.

Sincerely,

Lauren Roth

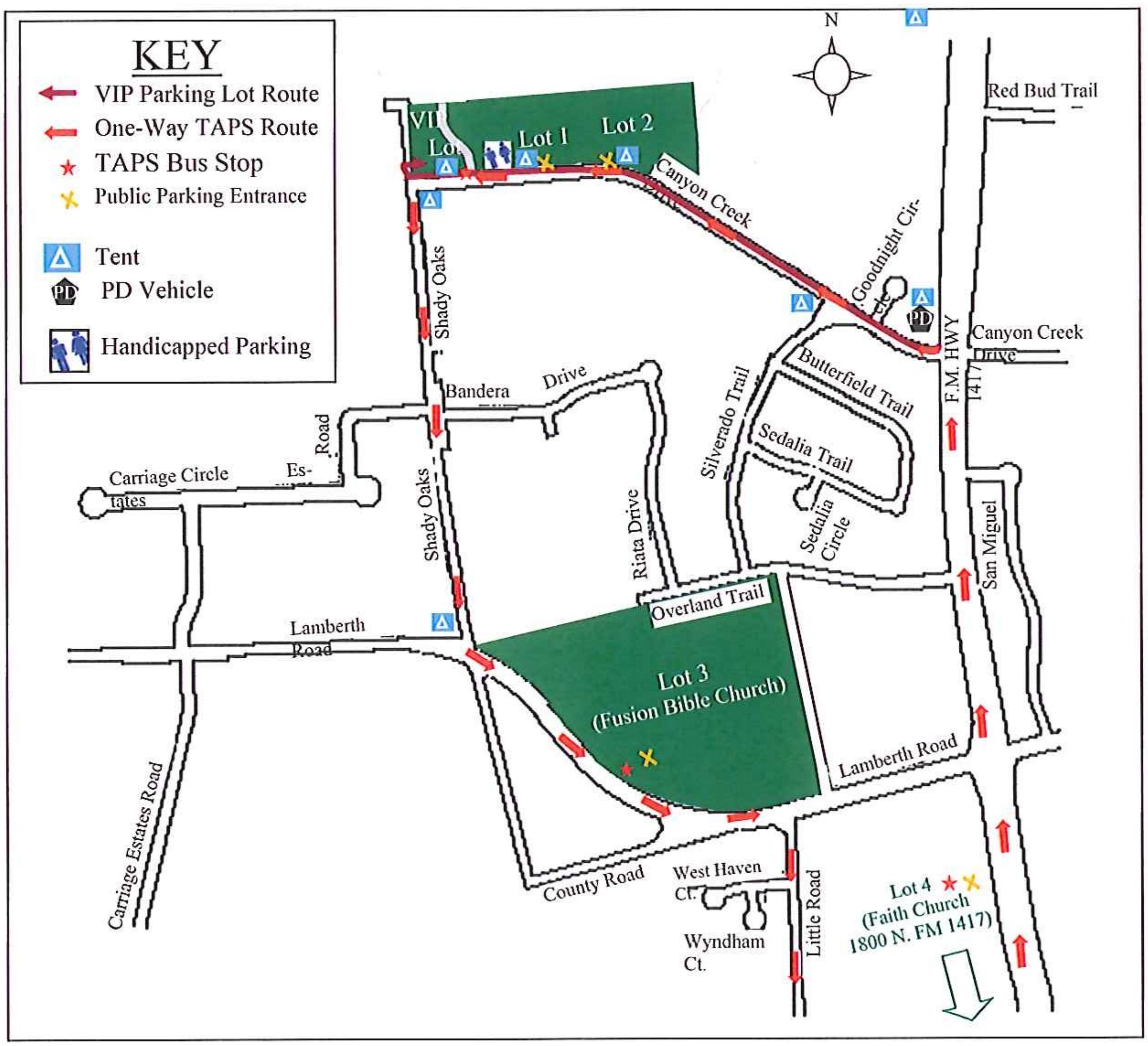
PECAN GROVE PARK

Landmark Bank PRESENTS:

LIGHTS ON THE LAKE

SHERMAN • TEXAS

July 2nd, 2015



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. F. 3.**

Meeting Date: 04/06/2015

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

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Request of the Sherman Chamber of Commerce to Temporarily Close Certain Streets and Use Certain City Facilities and Services for the "33rd Annual Sherman Autumn and Arts Fest" on Saturday, September 19, 2015

Issue:

A request has been received from the Sherman Chamber of Commerce for this year's "Autumn and Arts Fest". In order to accommodate the 5K/10K/Color K race and festival itself, they request street closures in Downtown and around the Municipal Building. They also request the utilization of City services, including additional barricades, traffic control, trash carts, dumpsters, access to tables and chairs, and the sweeping of various City streets.

Background:

Annually, the "Sherman Autumn and Arts Fest" is held in the Municipal Ballroom and on the Municipal Building grounds. For the 33rd year, the Oliver Dewey Mayor Outdoor Theater, the Municipal Ballroom and grounds, and the Kidd-Key Auditorium have been reserved to house the activities of this event.

Origination:

Lauren Roth, Director of Tourism, Sherman Chamber of Commerce

Financial Consideration:

Labor and equipment will be needed to assist with the control of traffic and implementation of barricades, placement of trash carts and dumpsters, sweeping of streets in the area, and use of City facilities.

Staff Recommendation:

It is recommended that the City Council approve the request to utilize the Municipal Building grounds, facilities, and City services to host this annual event.

Alternatives:

As directed by the Council

Attachments

Request Letter
Location Map
5K Route Map
10K Route Map
Color K Map

February 26, 2015

Don Keene,
City of Sherman
P.O. Box 1106
Sherman, TX 75091-1106

Don,

The Sherman Chamber of Commerce and the Autumn and Arts Fest Committee would like to reserve the grounds, including the gazebo, ballroom, auditorium, as well as the City Hall parking lot, and all of the tables and chairs that you have made available in the past from mid-morning on Wednesday, September 16 through Saturday, September 19, 2015 at 11 p.m.

This year, we would like to continue to have vendors on Elm, but will be extending them down Mulberry towards the Library rather than in the north parking lot. This change, we feel, will connect the Library to the festival and create an even more unified atmosphere. The proposed kid's area will use the municipal lawn and the City Hall parking lot.

SCAH & the woodcarvers would like the ballroom from mid-morning on the 16th thru 6 p.m. on the 19th.

Please find attached the requested street closures that allow for the 5k and 10k races, and the Festival itself. The map of the 10k course is a modification of the 15k course used in the past, and the SEF will provide a final map. Some special help will be needed (again) from the Police Department to insure a safe route for the 10K.

This year, the festival is planned to start one hour later, at 9:00am, which would allow us to set up entirely on Saturday morning. Banners, tents, portapotties, etc will be set up Friday night, but no security or street closures will be required until early Saturday morning.

As in the past, if the Street Department could put the barricades on the sidewalk/shoulder adjacent to the intersections on Friday afternoon, we will block the streets at 5:00am on Saturday morning, as discussed with Chief Jones. We will return them to the sidewalks/shoulders Saturday evening.

Tents:

> Tourism is providing the gatekeeper tents, which will be set up Friday evening or very early Saturday. We are asking for barricades to surround these tents - which will be taken down Saturday after 5PM.

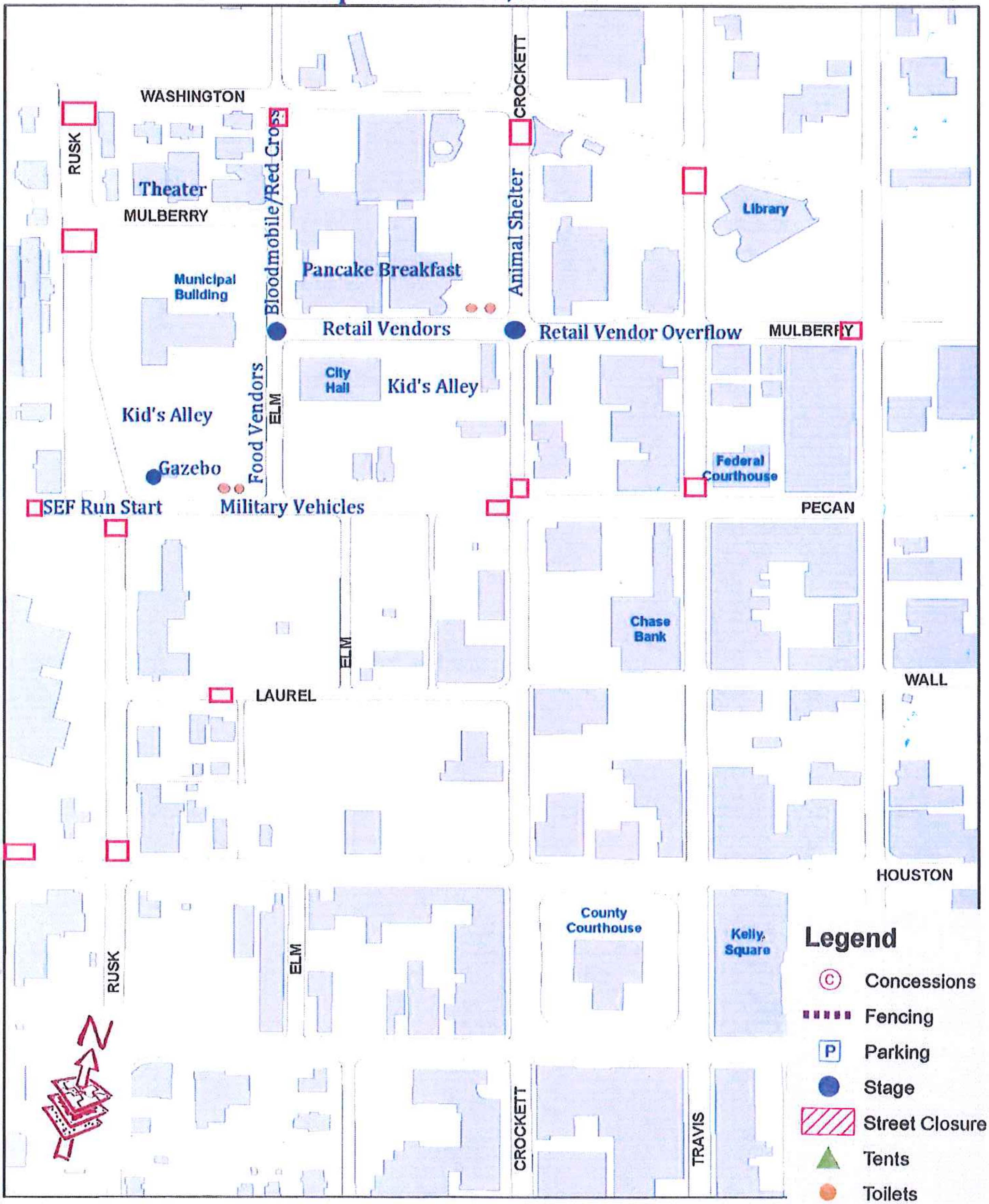
We will be getting a 20x30 tent for the dining area. As in the past, we will work with Mike Grant to clearly mark the irrigation and electrical lines, and the tent company guarantees they won't hit the lines if they are marked.

Thank you, in advance, for all the hours and effort you and your staff put into supporting this event! If you have any questions, please contact me.

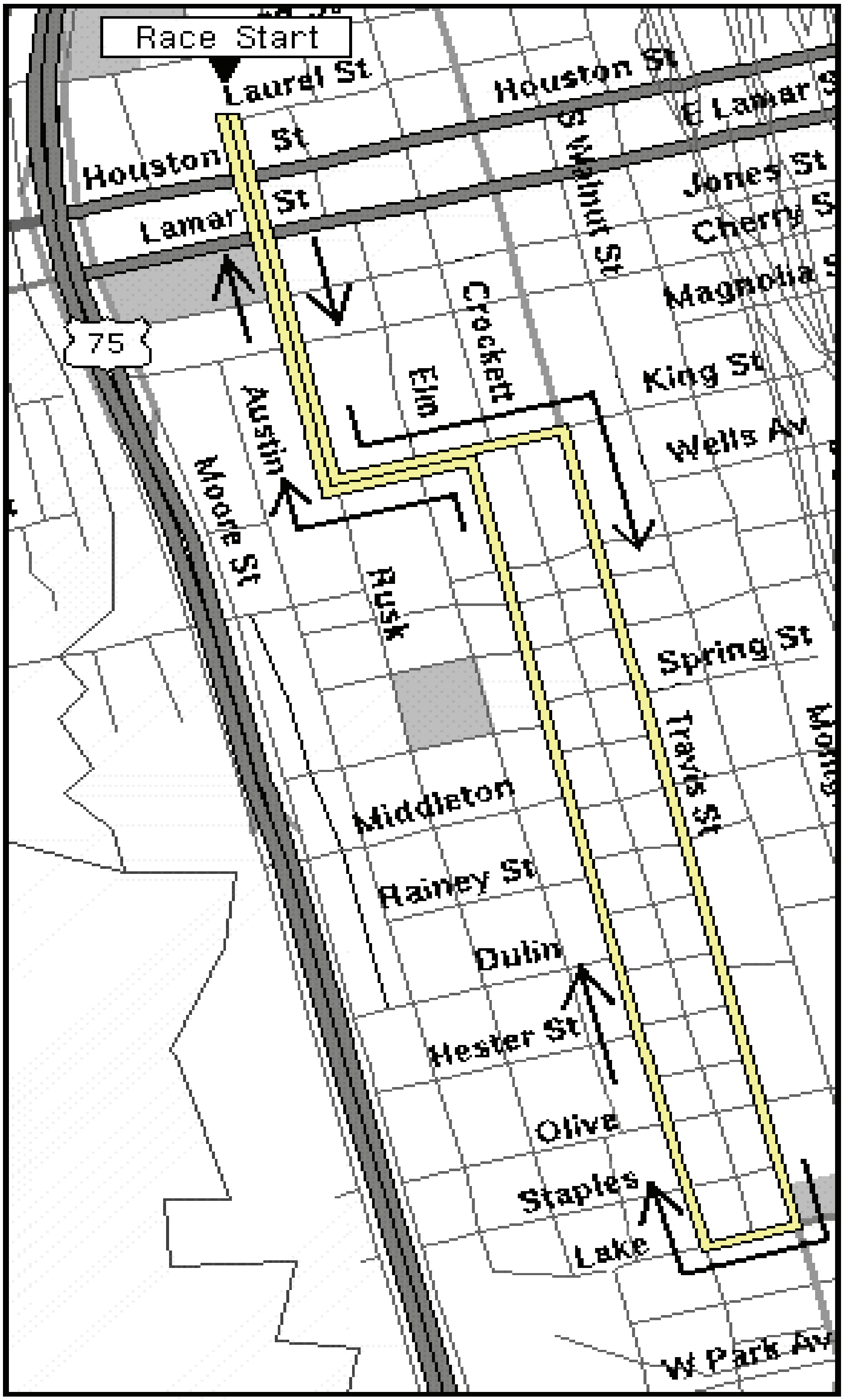
Sincerely,

Lauren Roth

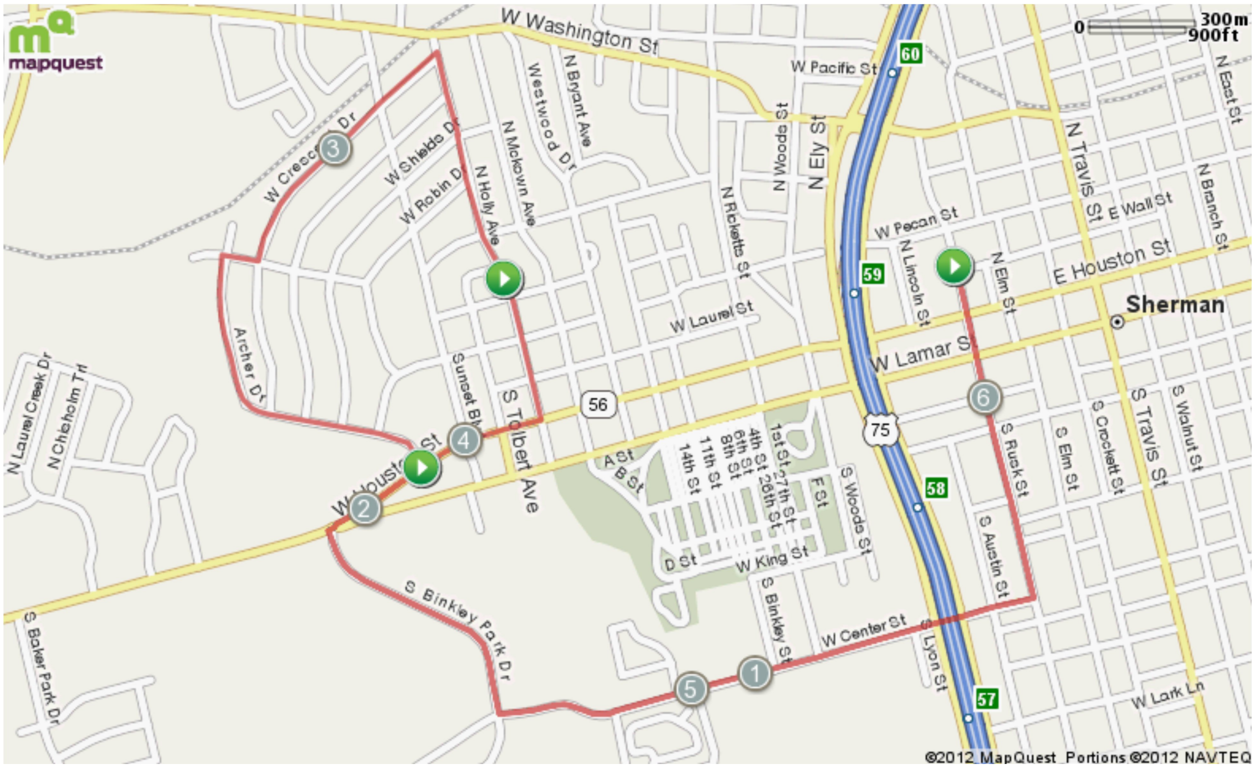
Autumn and Arts Fest
September 19, 2015



5K Run Route


Race Start
Laurel St
Houston St
Houston St
E Lamar St
Lamar St
Walnut St
Jones St
Cherry St
Magnolia St
75
Crockett
Elm
King St
Austin
Wells Av
Moore St
Rusk
Spring St
Travis St
Middleton
Rainey St
Dulin
Hester St
Olive
Staples
Lake
W Park Av

2015 Autumn and Arts Fest 10K



Notes

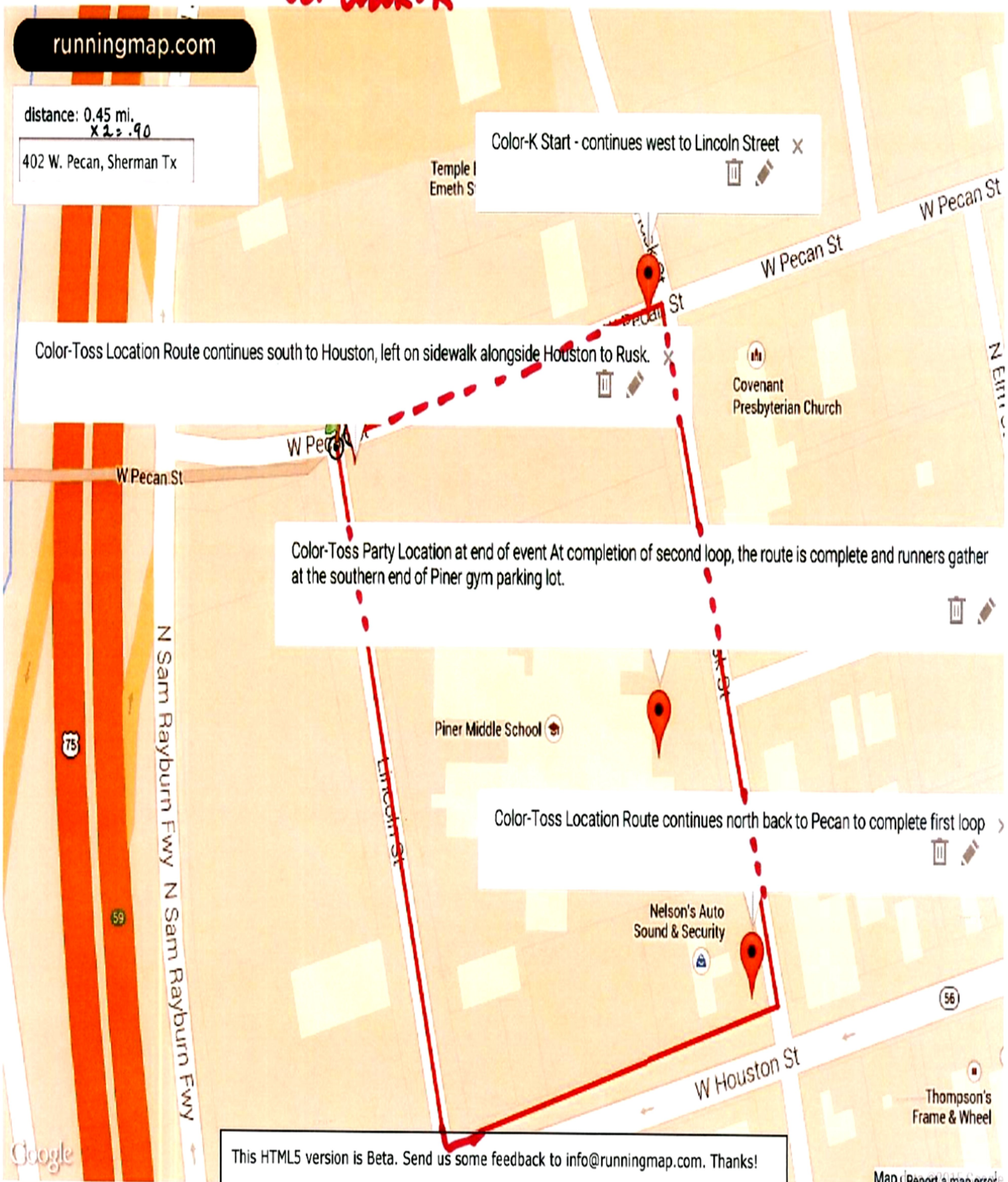
AT		FOR	NOTES
START		2240ft	Head south on N Rusk St toward W Laurel St
0.42 mi.		716ft	Head south on S Rusk St toward W King St
0.56 mi.		4987ft	Turn right onto Center St
1.5 mi.		701ft	Turn right onto Binkley Park Dr
1.64 mi.		1692ft	Head northwest on Binkley Park Dr toward W Houston St
1.96 mi.		56ft	Turn right onto W Houston St
1.97 mi.		628ft	Slight left to stay on W Houston St
2.09 mi.		339ft	Head northeast on W Houston St toward Archer Dr/ Archer Cir
2.15 mi.		1207ft	Turn left onto Archer Dr/ Archer Cir
2.38 mi.		1262ft	Head west on Archer Dr/ Archer Cir toward Crescent Dr

Notes

AT		FOR	NOTES
2.62 mi.		611ft	Head north on Archer Dr/ Archer Cir toward Sandra Dr
2.73 mi.		334ft	Turn right onto Sandra Dr
2.8 mi.		1240ft	Turn left onto Crescent Dr
3.03 mi.		1228ft	Head northeast on Crescent Dr toward Sunset Blvd
3.27 mi.		741ft	Turn right onto N Holly Ave
3.41 mi.		10ft	Head west on W Shields Dr toward N Holly Ave
3.41 mi.		1324ft	Turn left onto N Holly Ave
3.66 mi.		397ft	Head southeast on N Holly Ave toward W Mulberry St

Notes

AT		FOR	NOTES
3.73 mi.		355ft	Head south on N Holly Ave toward W Pecan St
3.8 mi.		355ft	Head south on N Holly Ave toward W Laurel St
3.87 mi.		155ft	Head south on N Holly Ave toward W Houston St
3.9 mi.		511ft	Turn right onto W Houston St
3.99 mi.		1668ft	Head west on W Houston St toward Sunset Blvd
4.31 mi.		2393ft	Turn left onto Binkley Park Dr
4.76 mi.		630ft	Turn left onto W Center St
4.88 mi.		4356ft	Head east on W Center St toward Holly Ave
5.71 mi.			Head north on S Rusk St toward Walcott St


runningmap.com
distance: 0.45 mi.
x 2 = .90
402 W. Pecan, Sherman Tx
Color-K Start - continues west to Lincoln Street
Temple
Emeth
W Pecan St
W Pecan St
Color-Toss Location Route continues south to Houston, left on sidewalk alongside Houston to Rusk.
Covenant
Presbyterian Church
W Pecan St
Color-Toss Party Location at end of event At completion of second loop, the route is complete and runners gather at the southern end of Piner gym parking lot.
N Sam Rayburn Fwy
N Sam Rayburn Fwy
75
59
Piner Middle School
Lincoln St
Color-Toss Location Route continues north back to Pecan to complete first loop
Nelson's Auto
Sound & Security
56
W Houston St
Thompson's
Frame & Wheel
Google
This HTML5 version is Beta. Send us some feedback to info@runningmap.com. Thanks!
Report a map error

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. I. 1.**

Meeting Date: 04/06/2015

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Library Board (2)

Issue:

There are currently two vacancies on the Library Board. Randy Hudson has submitted an application for service on the board. There are no other applications on file.

Background:

The Library Board serves in an advisory capacity to the City Librarian, the City Manager, and the City Council.

Origination:

The appointment originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider an appointment to the Library Board.

Alternatives:

The alternative is to delay the appointment to the Board.

Attachments

Roster

Fact Sheet

Applicant List

Randy Hudson Application

MEMBERSHIP ROSTER

LIBRARY BOARD — **LENGTH OF TERMS: THREE YEARS**
Term Limit: Three Consecutive Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Nan Jones	4	A 3/20/2007 R 3/20/2010 R 3/20/2013	3/20/2010 3/20/2013 3/20/2016	1 2 3	Members are required to be residents of Sherman; have knowledge of Library Affairs and operations; and appreciate books.
Vacant					
Vacant					
Nick Keating	4	A 1/8/2013	1/8/2016	1	
John West	1	A 1/8/2013	1/8/2016	1	
Darlene Schweizer	4	A 4/8/2008 R 4/8/2011 R 4/8/2014	4/8/2011 4/8/2014 4/8/2017	1 2 3	
Judith Sloan	4	A 1/8/2013	1/8/2016	1	

NOTE:

CITY STAFF: Jacqueline Banfield, Director of Library Services
Revised 1/16/2015

FACT SHEET

LIBRARY BOARD

Established by ORDINANCE 1736 – APRIL 14, 1948; REVISED ORDINANCE 4223 – OCTOBER 21, 1991; REVISED ORDINANCE 4367 – OCTOBER 3, 1994

1. **Number of Members: SEVEN**
2. **Term of Appointment: THREE YEARS**
3. **Consecutive Term Rule: THREE TERMS – ORDINANCE 4223 (10/21/91)**
4. **Qualifications for Membership: RESIDENTS OF SHERMAN; KNOWLEDGE OF LIBRARY AFFAIRS AND OPERATION; APPRECIATION OF BOOKS**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization**

   CHAIRPERSON __E__ VICE CHAIRPERSON ____ SECRETARY __E______

   ELECTED __E__ APPOINTED ___

7. **Departmental Responsibility: DIRECTOR OF LIBRARY SERVICES**
8. **Meeting Date: NO RULE – AS SET BY BOARD BY-LAWS**
9. **Attendance Requirements: NO RULE – AS SET BY BOARD BY-LAWS**

==

PURPOSE:
Shall serve in an advisory capacity with the City Librarian, the City Manager and the City Council.

RESPONSIBILITIES:
Said Board shall have no authority to bind the City of Sherman to any contract or interfere in any manner with City operations of Library Services.

APPLICANT LIST

Library Board **Positions Vacant __2____**

Applicant	Address	District	Qualifications
Randy Hudson	1601 Archer Circle	4	Retired

COMMENTS:

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: JOSEPH RANDOLPH "RANDY" Hudson
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: SHERMAN Public LibRARY Board

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information		Occupational Information	
Home Address:	1601 ARCHER Circle	Business Name:	~~RETIRED~~ - Edward Jones
Mailing Address:	Same	Occupation:	Financial Advisor
Telephone:	903-436-7914 Fax: N/A	Address:	
E-Mail:	randyhudson@hotmail.com	Telephone:	Fax:
Sherman Resident for	40 years County: Grayson	E-Mail:	
Drivers License No.:	08759338 TX		
Voter Registration No.:	1024881149 ✓		

Which Council District do you live in? *(see attached map)* 4 ✓

Prior work experience: *(please include dates)*
PRofessor of Biology - AustinCollege 1975-1987
Director of Health Sciences - Austin College 1977-1987 Alumni Director 1987-1997
Financial ADvisor - 1998 - 2014

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 1962
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Hendrix College 1966 ☑ Bachelor's ☐ Master's ☑ PhD
Univ of Kansas 1975

Volunteer Work: *(please include dates)*
Pres - Sherman Community Players (2 terms), Pres - CASA (2 terms), Pres - Friends of Sherman Public Library (2 terms), United Way, March of Dimes, Salvation Army, 1st United Methodist Church, Reading Readiness, Grand Jury (3 terms), Chamber of Commerce

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - Current

Are you presently serving on a City board or commission? ☐ Yes ☑ No

If so, which one? ______

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
Strong believer in library programs - know role/function since serving on "Friends" Board

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Outreach - library provides a vital resource for the community - access to computers, meeting space for a variety of programs, tax info etc

2) Children's programming - gives the children of our community a strong foundation through multiple programs throughout the year - reading is essential and the library also makes it fun!

3) Technology we need to keep a balance in the area of information delivery - old vs new. Systems must be up to date and current.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Served 2 terms as president of "Friends" Board

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☑ Yes ☐ No
Comments: Visited with Director about position

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Randy Hud[illegible] *Date:* 03/10/15

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. L.**

Meeting Date: 04/06/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2015 Council Calendar

2015

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	~~5~~	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	~~7~~	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1/5/2015	Regular City Council Meeting - Cancelled
4/21/2015	Called Budget Planning Meeting in Council Chambers
06/25-26/2015	Called Budget Workshop in Council Chambers
9/8/2015	Labor Day/Called Council Meeting on 09/8/2015