

CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, APRIL 1, 2013
5:00 P.M.

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY DEPUTY MAYOR PAMELA L. HOWETH](#)
- A.4 [APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF MARCH 13, 2013 AND THE REGULAR CITY COUNCIL MEETING OF MARCH 18, 2013](#)

Public Hearing

B.1 [PUBLIC HEARING OF ORDINANCE NO. 5770](#)

Designating a Certain Area as Industrial Reinvestment Zone, Number 042013-1, 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

Close Public Hearing and Consider Adoption of Ordinances

B.2 [ADOPTION OF ORDINANCES](#)

Consider Adoption of Ordinance Number:

(a) 5770

B.3 [CONSENT AGENDA](#)

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

Resolutions

C.1 [* RESOLUTION NO. 5754](#)

Authorizing Execution of the Texas Commission on Environmental Quality (TCEQ) Self Certification Form for Level IB under Texas Pollutant Discharge Elimination System (TPDES) General Permit TXG870000

C.2 [* RESOLUTION NO. 5755](#)

Authorizing Execution of an Agreement with Deryl L. McMahan for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1917 East Alma Avenue

C.3 [* RESOLUTION NO. 5756](#)

Authorizing Execution of an Agreement with Mario Tobar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1912 East Alma Avenue

C.4 [* RESOLUTION NO. 5757](#)

Awarding a Bid to and Authorizing Execution of a Contract with HD Supply for the Purchase of Water Meters for the Utility Billing Department

C.5 [* RESOLUTION NO. 5758](#)

Awarding a Bid to and Authorizing Execution of a Contract with Ashton Garden Landscape Design for the 2013 Public Works Mowing Program

C.6 [* RESOLUTION NO. 5759](#)

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

Requests to Advertise

D.1 [* REQUEST TO ADVERTISE](#)

Repairs to Old Settlers Trinity #1 Water Well, Stephens Trinity #1 Water Well, and Stephens Woodbine #2 Water Well

Other Business

D.2 [OTHER BUSINESS](#)

Setting the Public Hearing on the Proposed Agreement with Texas Instruments Incorporated for the Abatement of Ad Valorem Property Taxes for Improvements within Industrial Reinvestment Zone, Number 042013-1, City of Sherman, Texas

D.3 [CITIZEN REQUESTS](#)

D.4 [MEDIA QUESTIONS](#)

D.5 [COUNCIL COMMENTS](#)

Executive Session

E.1 [EXECUTIVE SESSION](#)

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

Section 551.072 Deliberation Regarding Real Property:

- (a) Deliberate Regarding the Purchase, Exchange, Lease, or Value of Real Property

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)

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

F.2 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Carolyn S. Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Pamela L. Howeth, Deputy Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. A.3

INVOCATION BY DEPUTY MAYOR PAMELA L. HOWETH



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE CALLED CITY COUNCIL MEETING OF MARCH 13, 2013
AND THE REGULAR CITY COUNCIL MEETING OF MARCH 18, 2013

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March 13, 2013

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ADJOURNMENT

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Wacker called the meeting to order at 12:01 p.m., declared a quorum present, and opened the City Council Meeting. She explained that this meeting is a budget overview and is the staff setting the stage for Council Member's upcoming budget planning. It will include a financial picture for the coming year and the near future.

George Olson, City Manager, said the staff will not be asking for budget approvals today but will be presenting a financial overview to begin the budget process. The staff has expanded on the process since there are some new Council Members. The agenda does include the approval of a proposed budget calendar which will set a budget work session for late in April 2013.

He explained that the presentation will begin with an operations overview of the services offered by the City and how these are funded. It will address the three major funds, the General Fund, the Utility Fund, and the Solid Waste Fund. The \$0.32 tax rate is designed to fund the basic services, including police, fire, utilities, and general services. The tax rate is low, but the City's job is to provide basic services to citizens. They must reach as many people as they can with the money they have.

The second part of the presentation will be a financial update. Mr. Olson said the last few years have been tough and currently the City is looking at a \$1 million deficit in the General Fund versus the budget, for the coming year. Sales tax has been flat and fines and fees are down considerably.

The third part of the presentation will cover planning and include the Comprehensive Master Plan. In 2009 the City updated the Master Plan and there are some things coming up on which the Council will have to make decisions. There has been significant progress on the priorities, but the Council will need to consider updating the Plan. Also he recommended setting a Strategic Planning Session for 2014 to update that Plan.

FINANCIAL UPDATE WITH OVERVIEW OF SERVICES AND PLANNING EFFORTS

Robby Hefton, Assistant City Manager/CFO, said there is nothing out of the ordinary about this year's expenditures. Local governments provide services that benefit the overall public such as public safety, parks, and streets. Generally these services are funded by taxes. Private goods and services are also provided by the City and include water, sewer, and trash. These services are funded through user fees.

He outlined the various functions of the City and how they were funded, as well as how they compared with the Federal government. Personnel costs are generally the biggest cost for the City. He cited the 80% - 20% rule saying there might be 30 departments that are funded, but if you take the top three or four items, that is the majority of what drives the cost. On a \$60 million budget, public safety and utilities account for about two-thirds of the total budget cost.

Mr. Hefton said that is also true for the type of expenditure. The City provides service so the biggest cost is "people" costs. When you look at balancing the budget you will look at the items that drive the budget. For Sherman, this is people costs and capital costs. In the General Fund, 70% of the costs are people costs. In the Utility Fund, capital costs are the higher amount because of the investment in the Water Treatment Plant, the Wastewater Treatment Plant, and the distribution infrastructure. This cost is reflected through debt service.

Mr. Hefton explained that the City is funded through taxes and rates. The General Fund is mainly funded through sales taxes, property taxes, and franchise taxes. The other funds are funded by water sales and solid waste sales. Approximately 80% of the budget is accounted for in those few items. He added this is important because there are a few ways that the City raises funds and a few ways that the City spends funds. Funds are raised through taxes and user fees and they are spent on people and capital. Going into the budget preparation, Mr. Hefton said they must always review those categories.

Mr. Hefton said the City's purpose is to provide the greatest good for the greatest number of people. The City needs to make sure they are providing the right services, efficiently, to the right people in the right way. This includes not only the 40,000 Sherman citizens, but also 80,000 to 90,000 people that live in the surrounding areas.

Sometimes it's said that people living outside the City don't pay taxes, however sales tax dollars are actually generated more from people outside the City rather than residents. Sales tax is also double what the property taxes are. He felt Sherman citizens are the first priority, however Sherman is also a regional hub for economic activity.

Therefore the streets need to be in good shape, we should provide for public safety, and responsiveness to those in the region.

Mr. Hefton said the Council will have decisions to make on items such as the airport, parks, hotel/motel tax funds, and utility expansions, as the 2013 budget process moves forward. The current year is the last year to use the extra fund balance from the Hotel/Motel Tax Fund. The City is now in the position where they are spending \$100,000 more annually than they receive. There are some significant upcoming decisions. He reiterated that these services are funded through taxes and user fees.

Mr. Hefton reminded Council Members that an increase of \$0.01 on the property tax rate equals \$225,000 annually. The sales tax rate is currently at the maximum allowed. One percent is used for general operating purposes, .5% is used in lieu of property tax, .375% is used for the Sherman Economic Development Corporation, and .125% is used for street maintenance. Utility and Solid Waste rates are set by Council and a 1% increase in water/sewer rates would amount to \$190,000 annually. A 1% increase in solid waste rates would amount to \$50,000 annually.

Mr. Hefton summed up saying the sales tax rates are capped, the franchise tax rates are capped, and the transfers in are just moving money from one fund to another. That leaves property taxes and about 4% of the other revenue sources as a way to make up lost revenue. On a \$30 million budget in the General Fund, Mr. Hefton said 4% is a little over \$1 million. To make up the lost revenue and balance the budget, almost all the other fees would need to double, including building fees and cemetery lots.

Sherman's property tax rate is at \$0.32 per \$100 valuation. Mr. Hefton showed comparable property tax rates for other local and peer cities. He also presented the number of full time positions for the last 10 years. It generally averages around 400 employees.

General Fund

Mr. Hefton discussed the General Fund and the departments included. This area is funded by taxes. Public safety amounts to 60% of the total cost of the General Fund. In this fund, personnel is 70% of the total cost. Sales tax, property tax, and franchise tax account for 75% of the budget for the General Fund. Transfers add another 12%. About 85% of the General Fund's total revenue comes from those few sources.

Utility Fund

In the Utility Fund, Mr. Hefton said debt service is the same as capital. This expense is to the Greater Texoma Utility Authority for the Water Treatment Plant and the Wastewater Treatment Plant improvements and expansions, and the pipes in the ground. In the Utility Fund, debt service and personnel costs are nearly equal. Another expense is for utilities. It costs a lot to keep the Water Treatment Plant and the Wastewater Treatment Plant operating. The City spends about \$2 million annually just to power the Water Treatment Plant.

In the Utility Fund and the Solid Waste Fund, 95% of the revenue is from user fees.

Solid Waste Fund

In the Solid Waste Fund there are three major programs, residential solid waste, commercial solid waste, and curbside recycling. Services are being provided to the citizens, but it is being provided with expensive equipment. Fuel and maintenance are two big expenses in this fund. Personnel and disposal costs each represent about 27% of the expense. The Solid Waste Fund is funded by user fees.

Financial Update

Mr. Hefton said the City's fund balances are okay. Even with the deficit, the General Fund has a fund balance of about 70 days. The range is 60 to 90 days. The Utility Fund and Solid Waste Fund have fund balances in the 90 day range.

The property tax base has shown some slight growth over the past year and there are positive things in line for the next two or three years. Panda Energy will be coming on line in 2015, but even before that, the City will receive some value on the rolls from the work that began as of January 2013. Tyson Fresh Meats continues to invest and expand and Texas Instruments is proposing to be a depot for equipment and reinvestment in the community. These are positive things for the property tax base.

Mr. Hefton said the Utility Fund and Solid Waste rates are “holding” as expected. Sales tax is “flat” but not “down.” However sales tax is down \$300,000 from the budget. There are leading indicators that say people are saving less, and therefore spending more. Money is being “dumped” into the stock market which indicates they are feeling better about investing. Normally sales tax receipts would also show this spending increase, but that is not being seen yet. An increase in 1% of sales tax is an increase of about \$120,000. This year the staff budgeted for a 2.5% increase in sales tax.

He added that group health is always an issue and they are reviewing some items to help control the costs. Mr. Hefton said there are some decisions to be made in 2014 about the Hotel/Motel tax. The Council budgeted to spend down the fund balance to the appropriate level so things are okay for 2013. There will be some decisions to be considered for 2014.

Over the last few years fleet replacement has been an issue, but there are now some items that must be dealt with. The City can't continue to put off improvements, repairs, and replacement of things that wear out. Mr. Hefton said these items will be “challenges” for the budget.

As the Council begins the 2014 budget process, Mr. Hefton said the City has adequate reserves and it's not “doomsday,” but they must proceed cautiously. There are some basic services that are provided by the City and they must focus on those and make sure those are adequately funded at the correct level, for the appropriate people.

Mr. Hefton reminded Council Members about debt that was issued several years ago. In 2008, the Council and staff developed a plan to do some major capital renovations that were needed. One of which was the street thoroughfare plan where over 25 miles of streets were milled and overlaid. The project was “packaged” together and short-term bonds were issued and the City was able to complete more than the 16 miles that was originally planned. That project was paid for with the street sales tax dollars. There was also some expansions and rebuilds of several other streets such as Lamberth Road, west of F.M. 1417; Washington Street; Loy Lake Road; and Brockett Street. There is still some money left for the City's part of the Loy Lake Road – U.S. Hwy 75 Bridge. The \$16 million bond package also included Pecan Grove East and West and Center Street Park.

Mr. Hefton said the City of Sherman has always been prudent about issuing debt and said the average City the size of Sherman has about \$80 million in debt. Even with the utility debt through the Greater Texoma Utility Authority, Mr. Hefton said Sherman only has about \$45 million to \$50 million in debt. He added that the debt service costs the City about \$1 million annually.

At the time when the debt was issued, the City saw growth in property taxes and sales taxes each year. The plan was to lower the property tax from \$0.40 per \$100 valuation to \$0.32 per \$100 valuation, with about half of that being paid by shifting the burden from property taxes to sales taxes. One-eighth of the quarter cent increase in sales tax at that time, was for sales tax in lieu of property tax. The idea was that half of that amount would be paid through the growth of these two taxes.

In 2008, things changed and there was a “flattening” of the revenue bases in both property and sales taxes. So the impact of that decrease was that in 2008, adjusted for the effects of debt service, the staff projected that by the end of 2013 the City would have about \$20 million in property and sales tax revenues. However it's only at a little over \$18 million, or \$2 million short of where the City was expected to be.

Mr. Hefton said the City accomplished great projects through the bond issues and there is nothing that he would change, however the staff needs to be creative and judicious about how the General Fund is funded going forward.

General Fund

Mr. Hefton said there are no real stories with the expenditures of the General Fund. Things are tracking as budgeted. Sales taxes are down about \$300,000 and are flat. The staff originally projected a 2.5% growth rate. Franchise taxes are down about \$300,000, primarily the gas and electric franchises. This is the result of a decrease in consumption. Fines and forfeitures are also down about \$200,000, primarily court and traffic fines. Those rates are set by the State of Texas and the City can't alter the amounts. Therefore the numbers of tickets issued and paid are down. Mr. Hefton said this amounts to a net effect of \$1 million down from the budgeted amount.

Mr. Hefton showed a chart of the taxable value adding that the City has had a good steady growth in the tax base. It has flattened off in fiscal year 2012 where the biggest “hit” was taken from MEMC leaving. Generally there has been a good, steady growth. However, the property tax collections are down. Mr. Hefton said, by law, the City must separate the dollars required to pay the debt service from the collections for the General Fund. Therefore there is about \$900,000 to \$1 million in property taxes each year that is never considered in the General Fund.

Sales tax is projected as “flat” and Mr. Hefton said he would probably project flat sales tax for the next fiscal year’s budget too. He outlined the effect of Sherman Town Center adding that there was a \$2 million “swing” in sales tax from 2004 through 2007 because of the Sherman Town Center and Woodmont Developments. There was an increase in sales tax in 2012 of about 5%. He did not project major growth in the immediate future.

Utility Fund

The fund balance for the Utility Fund is about 100 days and is adequate. Water revenues are tracking a little higher than expected but sewer revenues are tracking lower than thought due to some industrial surcharges. The net effect is that water and sewer revenues are very flat.

Solid Waste Fund

There are no stories in the Solid Waste Fund either. The residential growth is about 1% annually so predictions are very close to the budget. Residential and recycling revenues are very stable. The commercial service is less stable and is driven by the industrial/commercial customers.

Hotel/Motel Tax Fund

Mr. Hefton said the Hotel/Motel Tax Fund is balanced and where it needs to be at \$100,000 in reserves. The plan was to spend down the fund balance in this fund and that has been done. The Council will need to make some decisions about the fund this year.

5-Year Dashboard

Mr. Hefton presented the tool that allows the staff to make changes in the proposed budget to see the effect in other areas of the budget. The 5-Year Dashboard allows different scenarios to be tried to determine their effect on the other parts of the budget. In building the budget, Mr. Hefton said even though the budget is built one year at a time, the staff must consider the impact of those decisions at least five years in the future.

He added that the GTUA debt service has been going down since older bonds are being paid off, and there will be a short window of relief through 2016 or 2017. As new projects or expansions are scheduled, the cost of debt service will be affected.

Planning Update

Mr. Hefton said during the Comprehensive Master Plan process, the consultant developed a list of the top 20 priorities for Sherman. He addressed the top nine priorities, which received the most votes from citizens. Mr. Hefton said the Master Plan has not been “put on the shelf.” The staff has made progress on all the top priorities except one, and that one has been put aside because it really “doesn’t fit.” He added that specific item will probably be reconsidered when the plan is updated in 2014 to assure that it really makes sense for Sherman. Significant progress has been made and continues to be made with the Plan.

The Comprehensive Master Plan calls for major updates every five years and the plan was adopted in 2009. This would mean that the first major update would be in 2014. This could affect the 2013 budget with some items which might need to be budgeted now, such as aerial photography. Mayor Wacker added that there should also be a Council appointed citizens review committee in place to consider the plan. This would be a seven member board and she asked Council Members to consider names of citizens they would want to serve on the committee.

Mr. Hefton also discussed the Strategic Plan that was last updated in 2005-2006. He felt it might be prudent for the Strategic Plan to be reconsidered at the same time as the Comprehensive Master Plan. The two plans have a different approach but complement each other. The Strategic Plan mainly addresses how services are delivered and the quality of those services. It also includes the staff’s intentions on how services are provided. The Comprehensive Master Plan is a more objective look at the things that are done. The two items do go hand-in-hand. He felt the Council might also want to consider an update to the Strategic Plan at the same time.

Mr. Hefton said there are several near-term issues that must be considered by the City. These include expansion of the Water Treatment Plant and the increasing industrial usage from companies such as Panda Energy. There are also issues with growth in South Grayson County and the fact that Sherman is a regional purveyor of water. This will put a demand on Sherman's water resources and whether or not Sherman is treating the water and delivering it to the region.

Another issue is the enhancements at the Wastewater Treatment Plant. Discussions have been ongoing about the nutrient removal process and the City must have something in place by the State's deadline in two years. There have also been discussions about the use of effluent for industrial uses.

Mr. Hefton said the Stormwater Management Plan will be released this summer and will include a list of recommended projects that will impact the City's planning effort. There are also some improvements that will become necessary in the next couple of years at the Municipal Airport. Runway improvements as well as alternative uses for the Airport must be considered. During the budget process last year the City Council asked the staff to develop some possible alternative uses for the Airport and that has been done. Other near-term issues include how to balance the Hotel/Motel Tax Fund and Group Health Insurance.

Mr. Hefton said there are also several issues that have been "put on the shelf" because of the limited budget. These include succession planning; capital spending; programs for training, fleet replacement, and alleys and ROW maintenance; and strategic planning.

OTHER BUSINESS

CONSIDER APPROVAL OF THE BUDGET CALENDAR FOR FISCAL YEAR 2013-2014

Mr. Hefton presented a proposed budget calendar for fiscal year 2013-2014, listing key dates for specific tasks. Council Members discussed their availability for the specific items. They decided to move the budget planning meeting with the City Council from April 25 to April 26, 2013. There were no conflicts with the other dates.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to set the Called Budget Planning Meeting with the City Council on April 26, 2013 and the Budget Workshop on June 20-21, 2013, as presented. Second by Council Member Smith.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

EXECUTIVE SESSION

IN ACCORDANCE WITH CHAPTER 551, GOVERNMENT CODE, V.T.C.S. (OPEN MEETINGS LAW), "THE CITY COUNCIL WILL NOW HOLD A CLOSED EXECUTIVE MEETING PURSUANT TO THE PROVISIONS OF THE OPEN MEETING LAW, CHAPTER 551, GOVERNMENT CODE, VERNON'S TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS"

SECTION 551.074 – PERSONNEL MATTERS:

DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE:

POLICE CHIEF

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 1:08 p.m.

On Motion duly made and carried, the Executive Session recessed at 1:16 p.m. and reconvened in Open Meeting.

OPEN MEETING

RECONVENE IN OPEN MEETING AND CONSIDER ACTION, IF ANY, ON ITEMS DISCUSSED IN

EXECUTIVE SESSION

There was no action resulting from the Executive Session.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 1:17 p.m.

MAYOR

ATTEST

CITY CLERK

PROPOSED BUDGET CALENDAR FISCAL YEAR 2013-2014

Financial Update	March 13, 2013
Budget Planning Meeting with City Council*	April ²⁶ 25 , 2013
Budget Workshop**	June 20-21, 2013

Present Draft Budget to Council	July 15, 2013
Introduce Budget Ordinance	August 5, 2013
Final Action on Budget Ordinance Introduce Tax Rate Ordinance	August 19, 2013
Final Action on Tax Rate Ordinance	September 3, 2013

Notes:

Meeting times to be confirmed after the Budget Calendar is approved.

* An alternative date is Friday, April 26th.

** This is expected to be a one-day Workshop; but an additional day is scheduled as a placeholder in case more time is needed.



COUNCIL UPDATE

MARCH 13, 2013



OPERATIONS UPDATE

Government – Why and How?

Public goods/services

- Governments provide services that benefit public overall
 - 1) Services can be shared by many without being used up
 - 2) Services can't easily exclude others who haven't paid
- How are those services funded?
 - Charges to (essentially) all beneficiaries across-the-board - TAXES

Examples

- Federal – National defense, parks, transportation
- Local – Public safety (police/fire), parks, streets

Government – Other Services

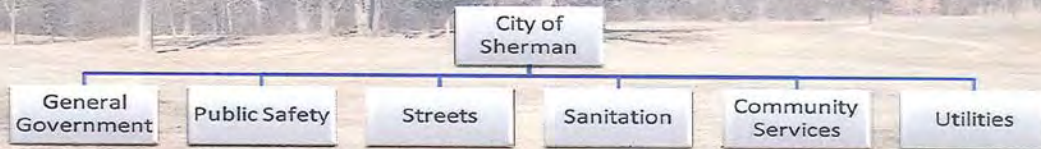
Private goods and services provided by governments

- Federal – post office, pensions
- Local – water/sewer/trash
- Generally funded through user fees

Quasi-private services/resources

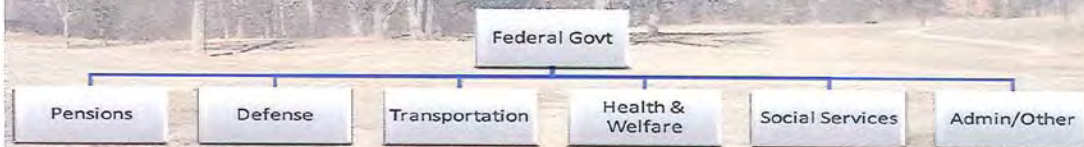
- Federal/state – aquifers, groundwater management
- Local – water storage at Lake Texoma, stormwater mgmt
- Funded through mixture of user fees/taxes
 - Administration funded through taxes
 - Uses funded by fees/rates – groundwater district

City of Sherman Functions

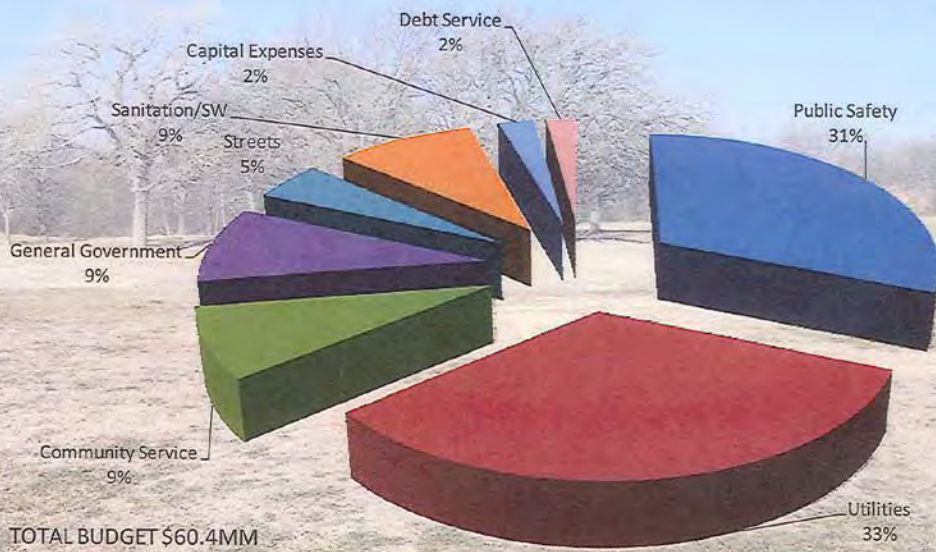




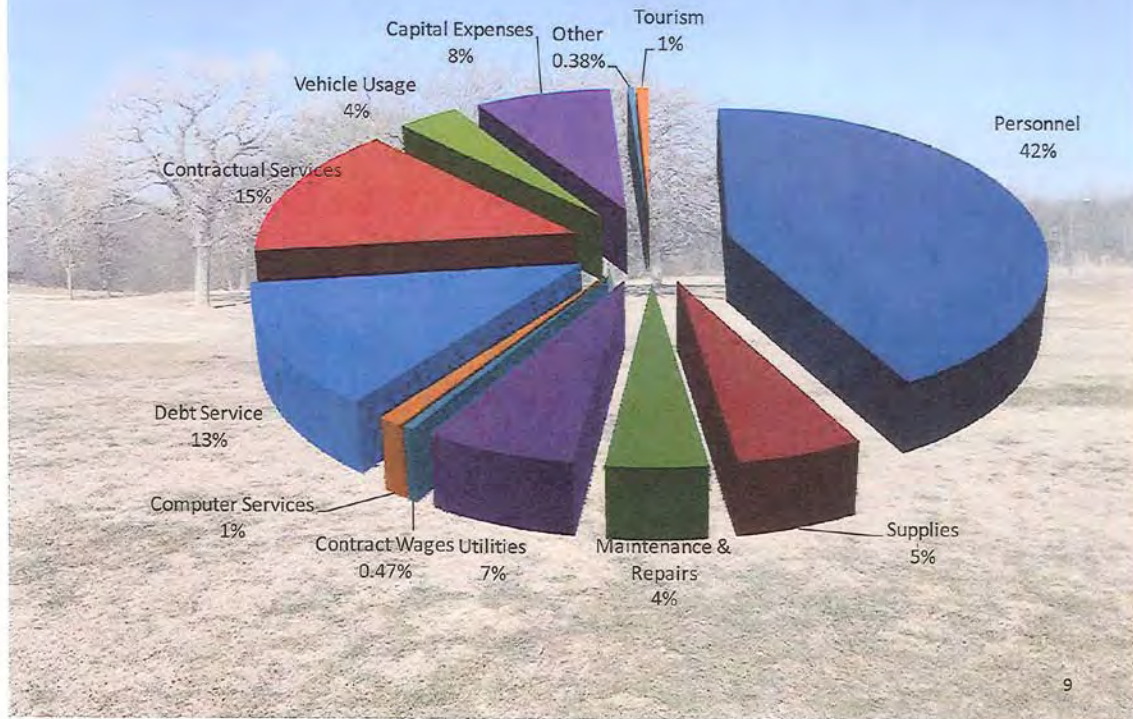
Federal Government Functions



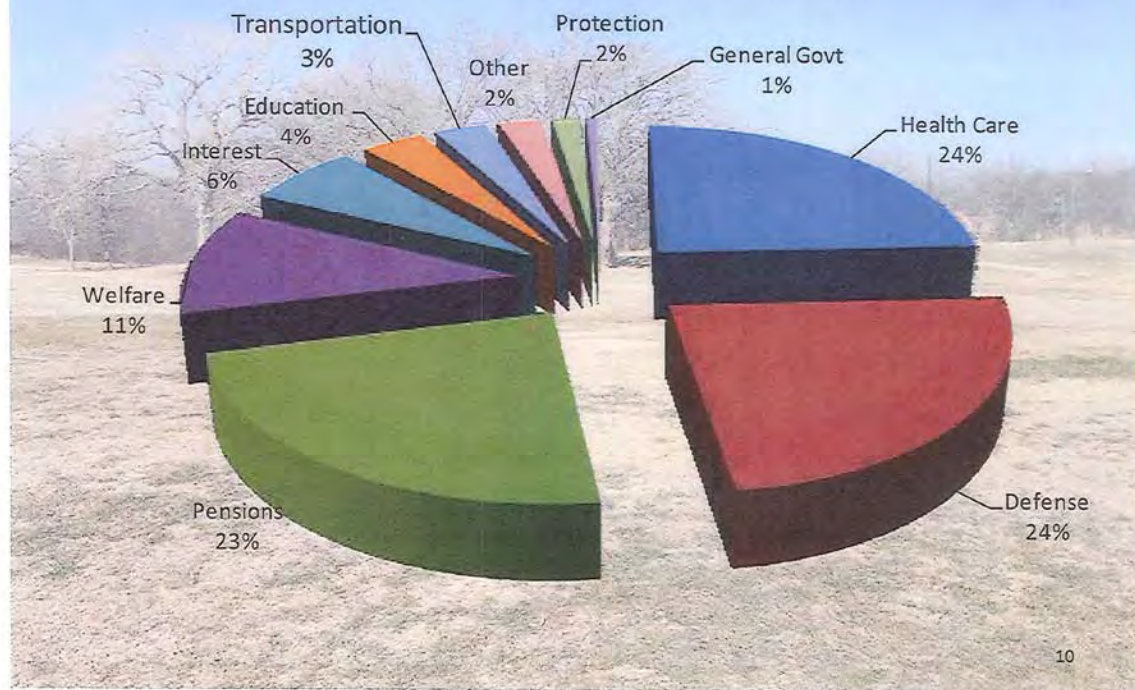
TOTAL EXPENDITURES BY FUNCTION - ALL FUNDS



TOTAL EXPENDITURES BY OBJECT - ALL FUNDS



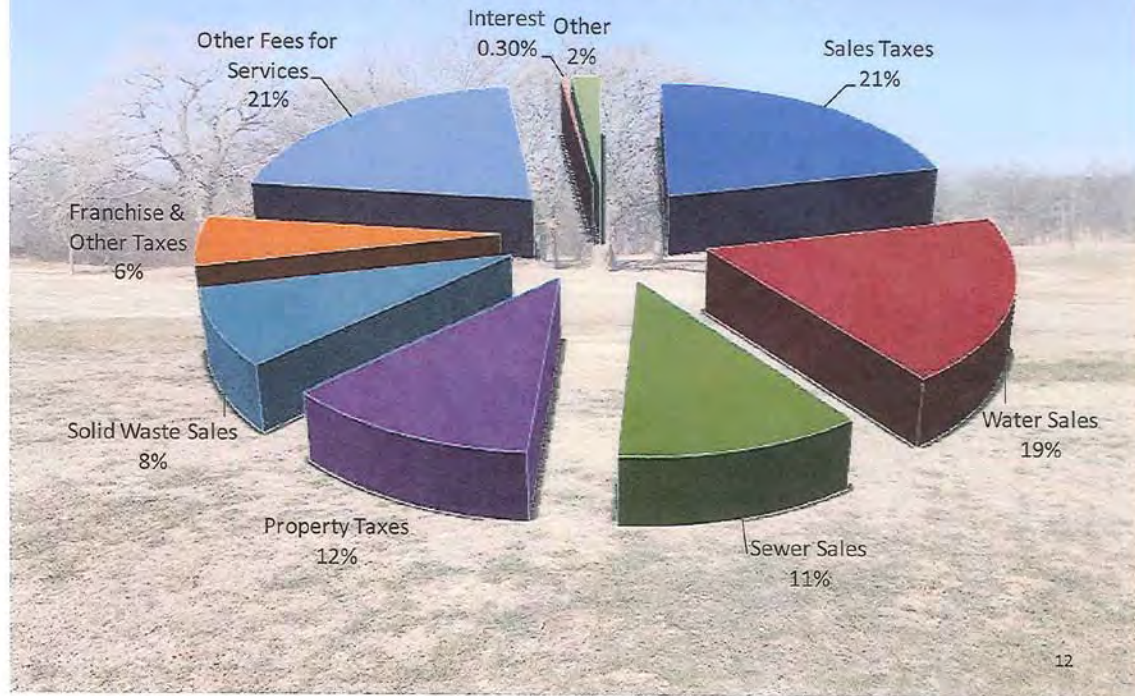
Federal Government Expenses



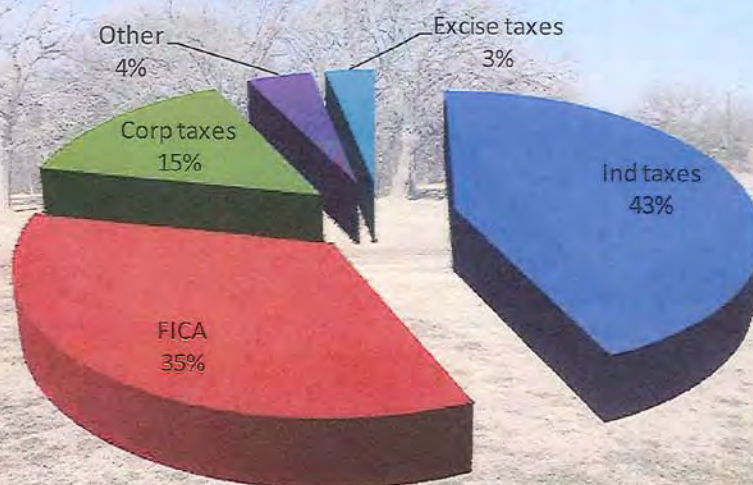


HOW ARE THEY FUNDED?

TOTAL REVENUE - ALL FUNDS



Federal Government Revenues



So What?

Goal – greatest good for the greatest number of people

- Greatest good – the right services, efficiently delivered, to the right people, in the right way
- Greatest number of people – broadest benefit, fairly delivered

Planning for FY2014 budget and strategic and comprehensive planning

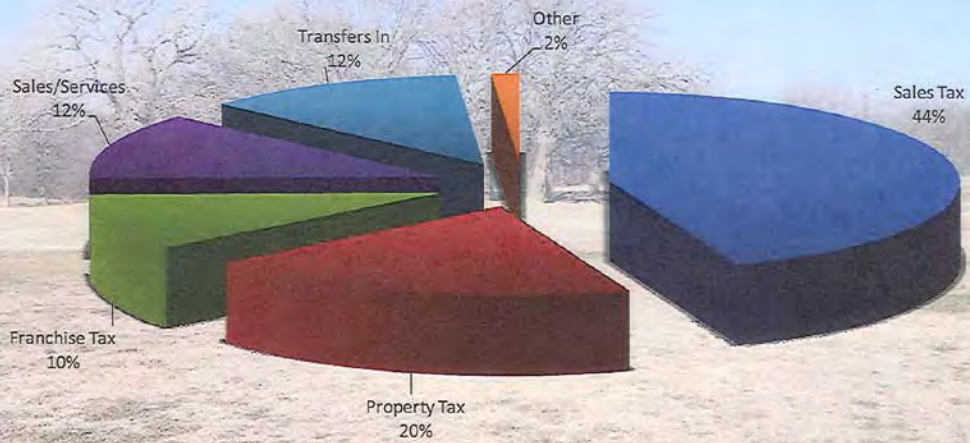
- What services should we provide (priorities) – airport, parks, utilities expansions, hotel/motel fund
- Who should receive them – strategic annexations, who benefits?
- How do we fund the services – taxes, stormwater fees, user fees



REVENUE CONTROL MEASURES

- Property tax rate – set by Council, subject to rollback provisions, etc
 - 1 cent = \$225k/year
- Sales tax rate
 - Set by Council, subject to State-mandated caps
 - City is currently “maxed-out”
- Utility and Solid Waste rates
 - Set by Council
 - Water/Sewer - 1% = \$190k/year
 - Solid Waste – 1% = \$50k/year
- Miscellaneous fees
 - Ambulance, building and development, recreation, traffic fines
 - Some are subject to external caps – ambulance fees (industry allowable reimbursement) and traffic fines (state caps)

General Fund Revenue Sources



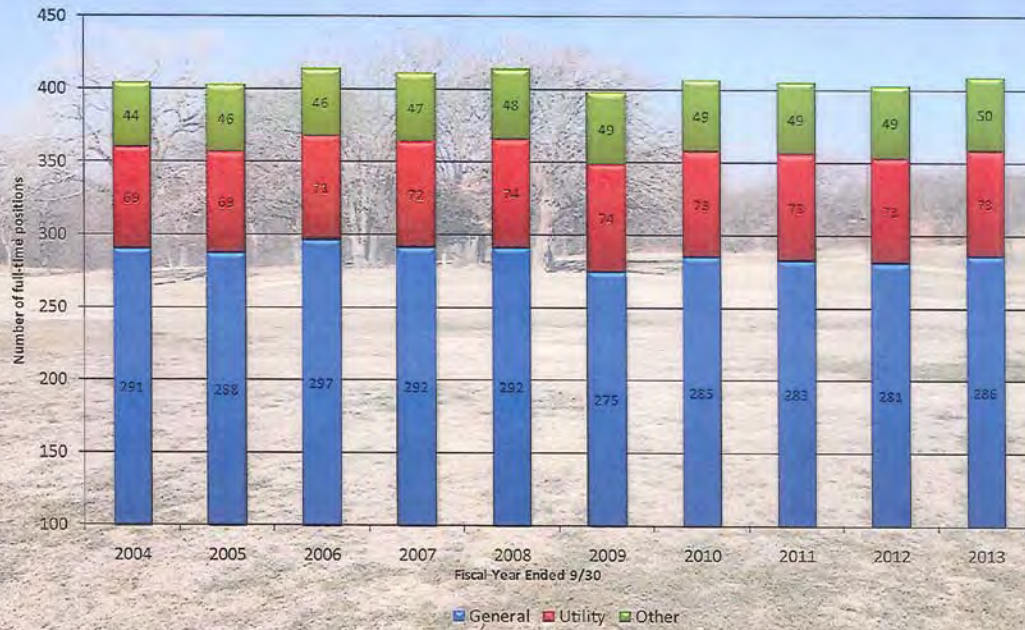
Note: excluding transfers and property taxes, only about 4% of the total revenue sources can be changed to increase revenue

Municipal Property Tax Rates

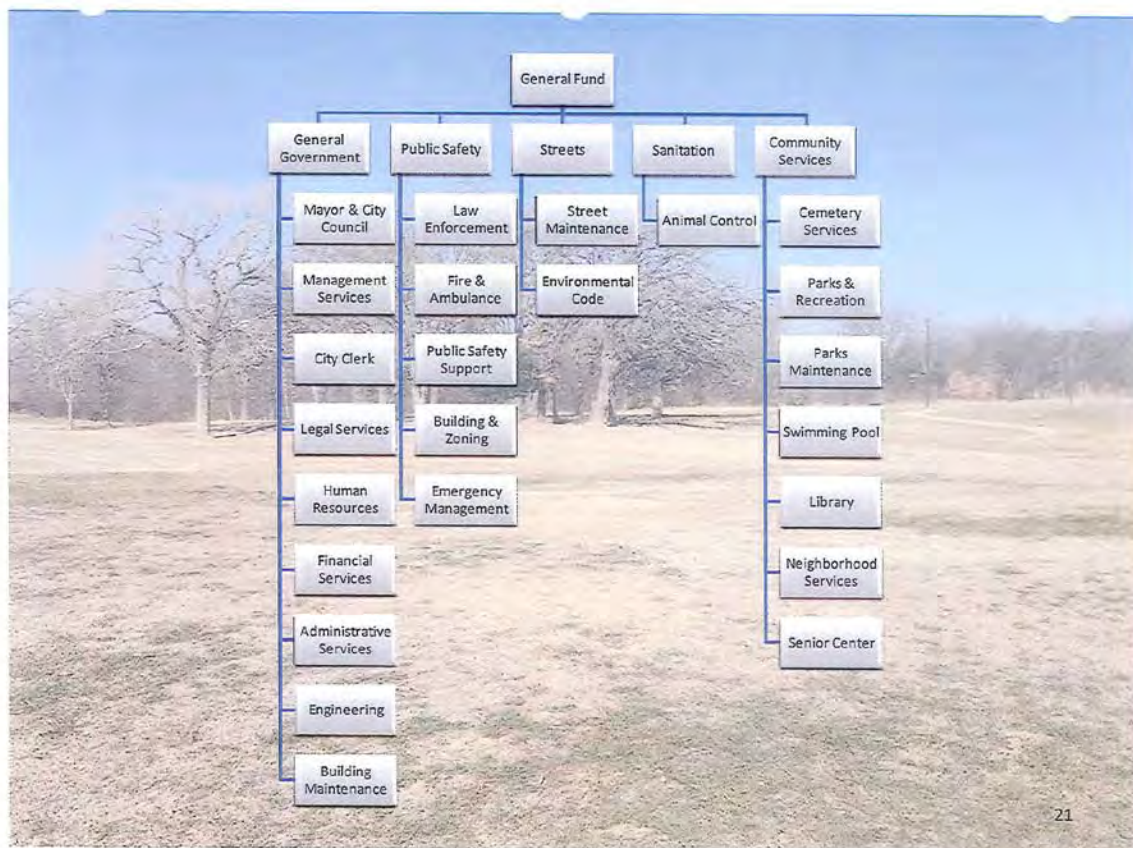


Note: Rates are compared for local and peer cites

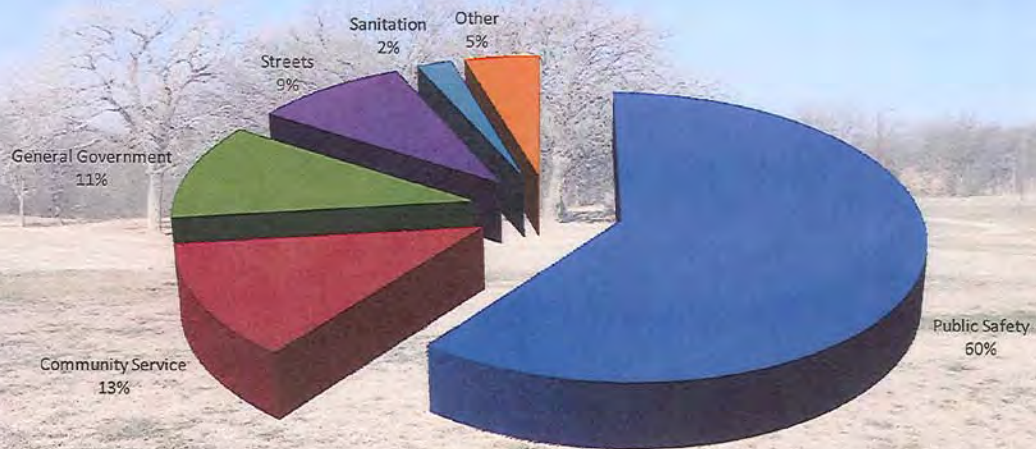
Permanent Full Time Positions





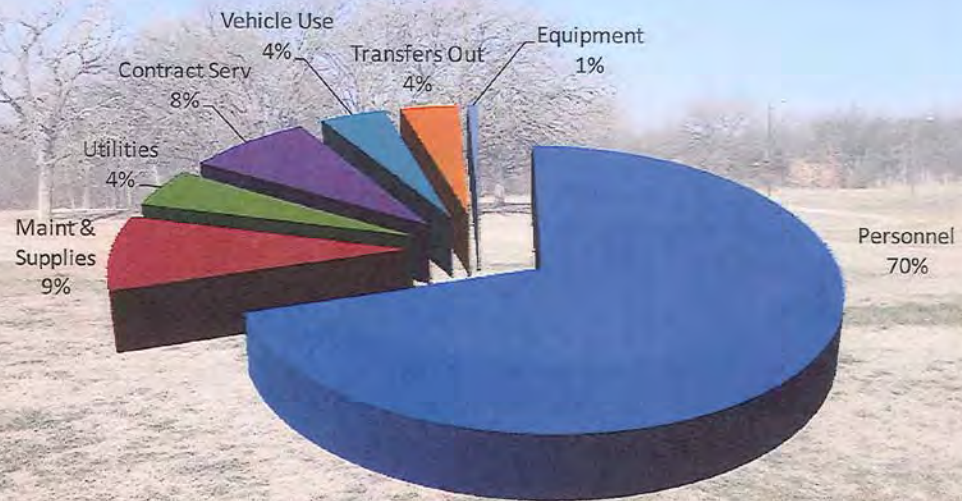


General Fund Budget by Function

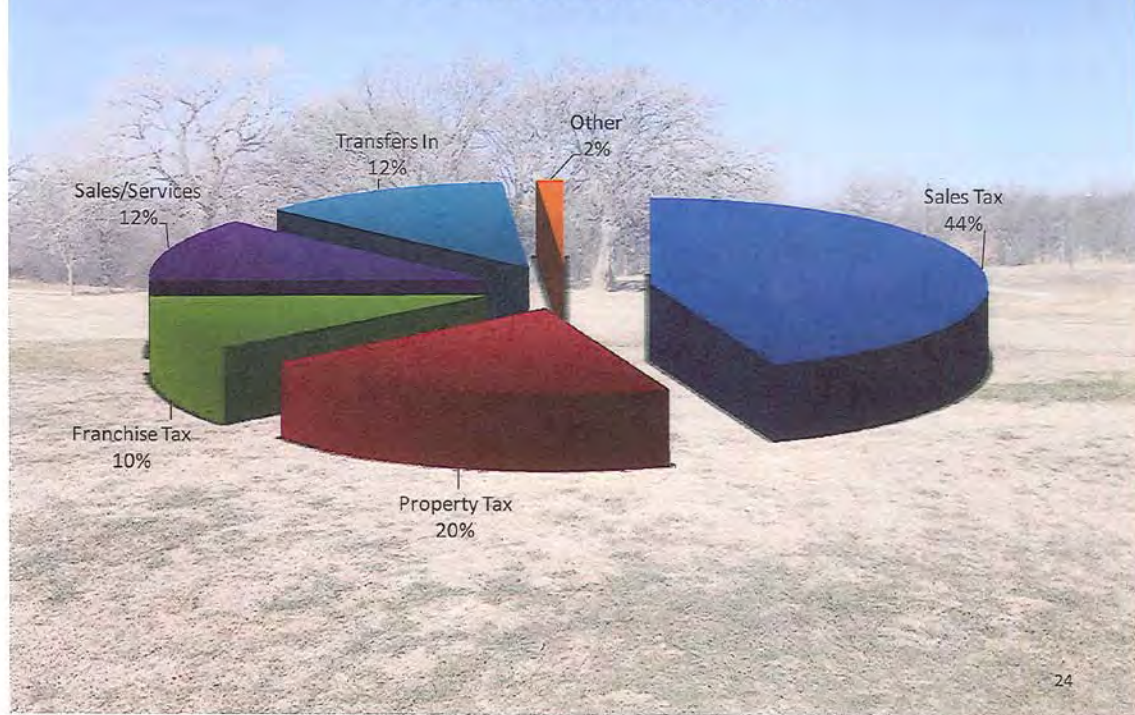


TOTAL FY2013 BUDGET \$30.5MM

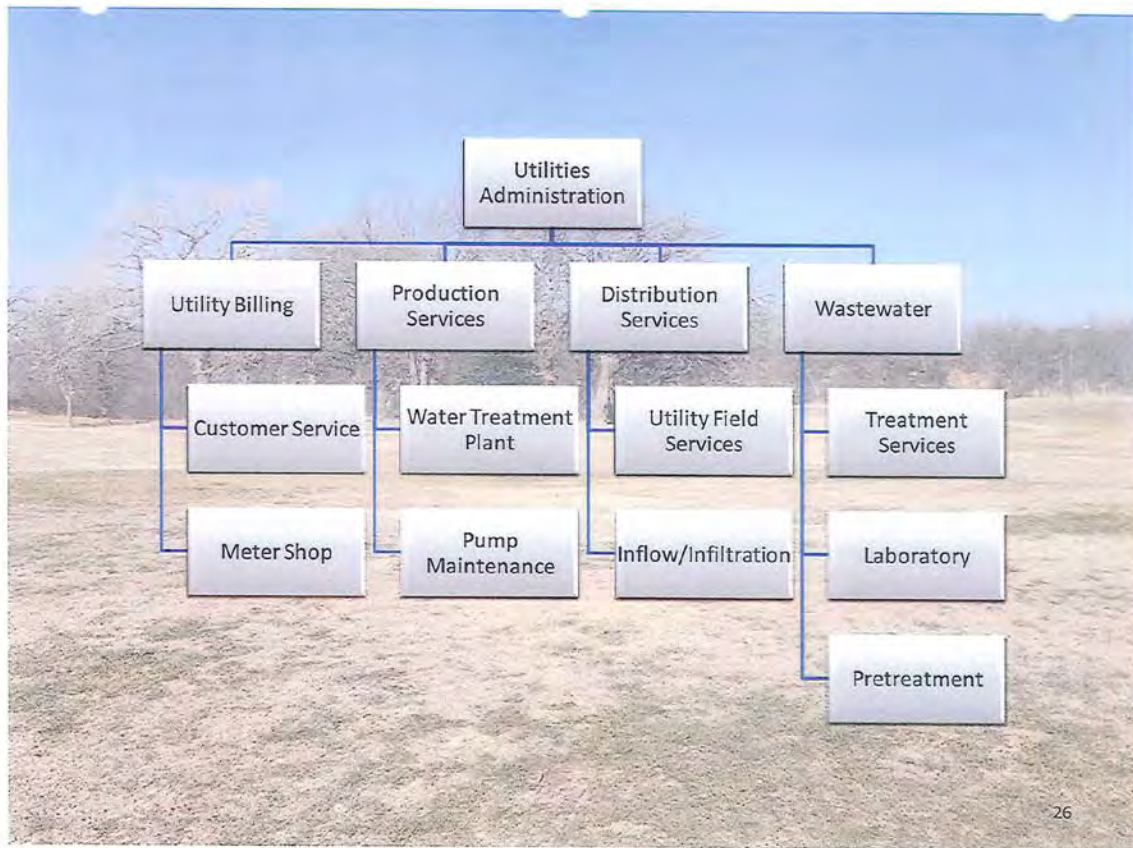
General Fund Expenses by Class - 2013



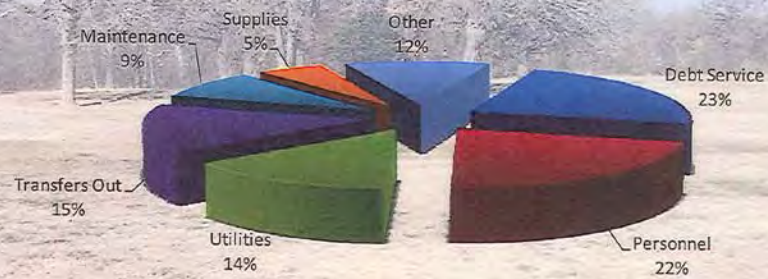
General Fund Revenue Sources





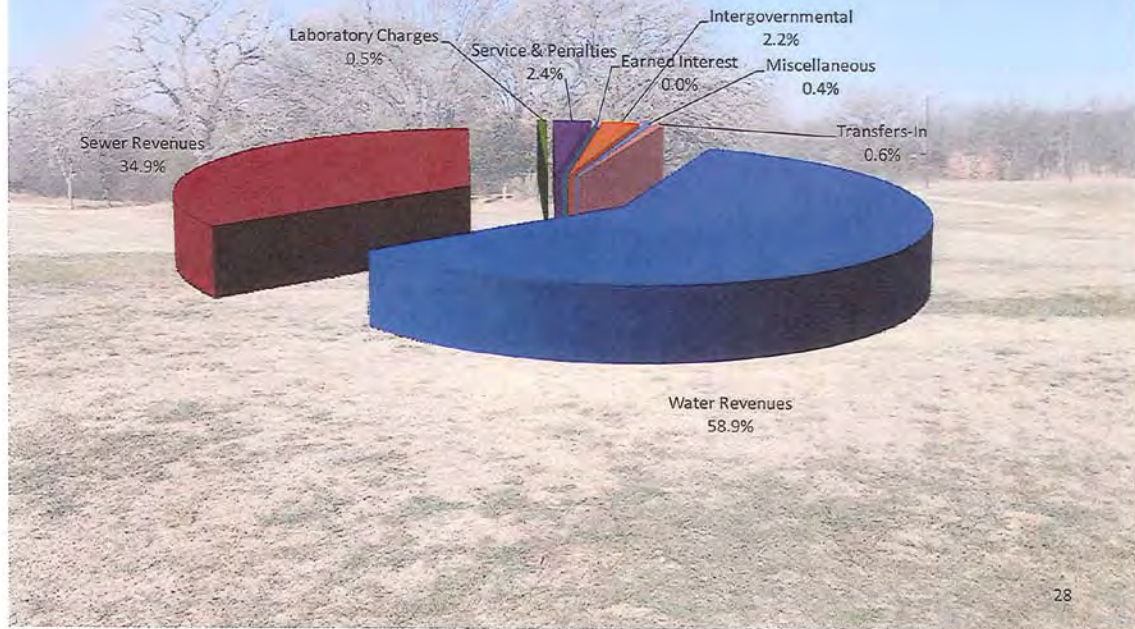


2012-2013 UTILITY EXPENSE BUDGET



TOTAL FY2013 BUDGET \$21.1 MM

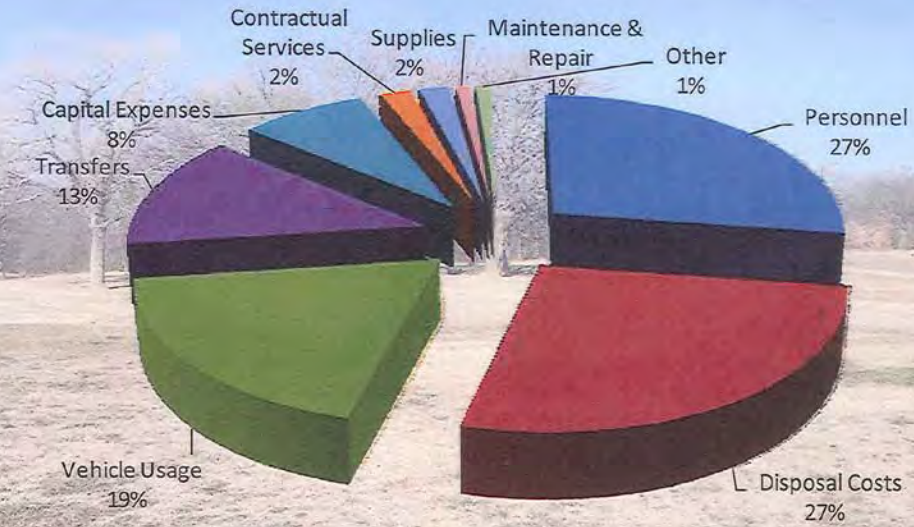
UTILITY REVENUE BUDGET - 2013





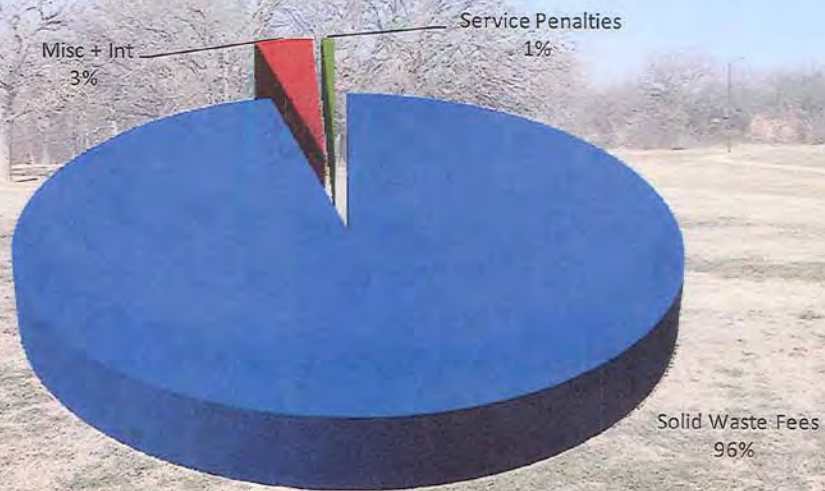


Solid Waste Expenses



TOTAL FY2013 BUDGET \$5.6MM

Solid Waste Revenues





SUMMARY

- “The Good”

- Fund balances are sufficient
- Property tax base showing slight growth over past two years
- Sales taxes stable but flat vs. prior year
- Utility and solid waste revenues are stable
- Property tax base outlook is positive - Panda, TI, Tyson

- “The Bad”

- Franchise taxes and court fines down ~ \$600k vs. budget
- Sales taxes down \$300k vs. budget
- Group Health

- “The Visually Challenging”

- Hotel/Motel Tax – changes needed for FY2014
- Capital needs – esp. fleet replacement

- The Message(s) – proceed with caution, focus on right services ³⁴

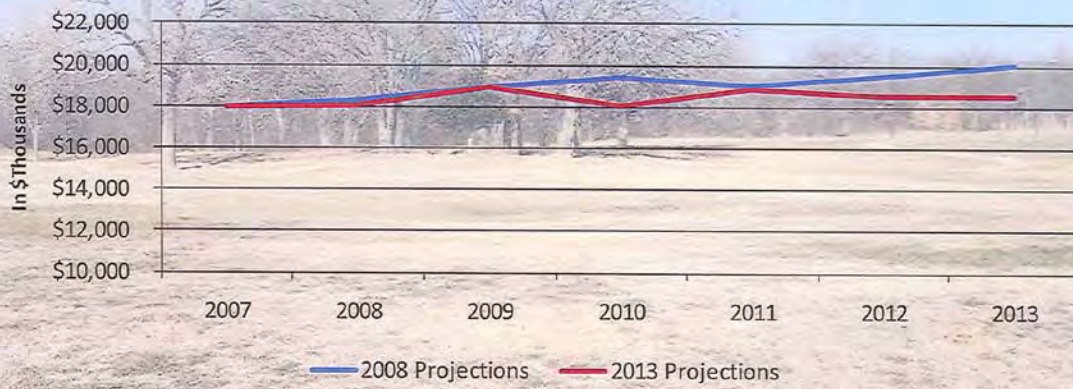
2008-09 Debt Issuance

- Debt issued for first time in ~30 years
- About \$16 million issued for Streets and Parks + Street Sales Tax
 - Streets
 - Thoroughfare Plan – Mill/Overlay 25 miles streets (major thoroughfares)
 - Lamberth Road
 - Canyon Creek Drive
 - Washington Street
 - Loy Lake Road (currently pending – bridge at US 75)
 - Brockett Street
 - Parks
 - Pecan Grove East and West
 - Center Street

2008-09 Debt Issuance

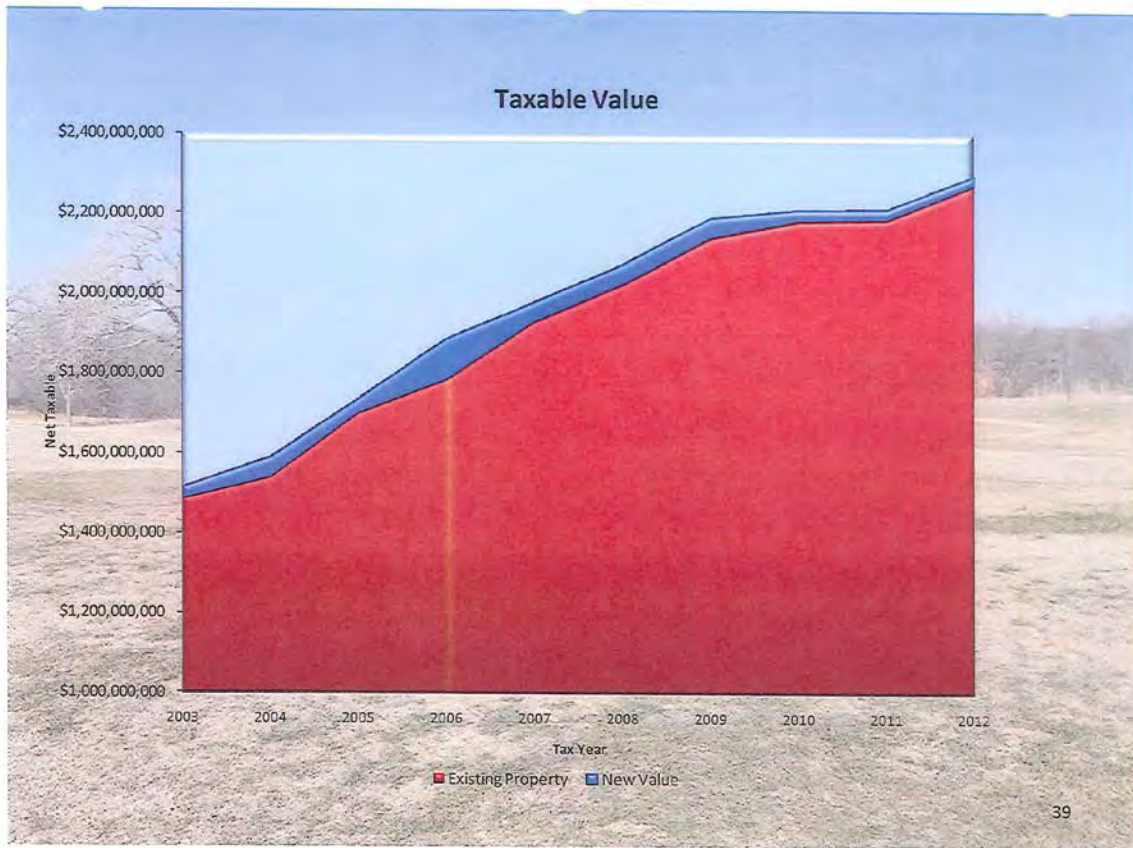
- Property tax rate lowered from \$.40/\$100 to \$.32/\$100 (20%) in 2009 - \$1.6 million
- Sales tax in-lieu-of property tax increase 1/8 cent and Street Sales Tax (4 years) increase 1/8 cent
- Financial history leading up to debt issuance
 - Property tax base growth 3% - 4%
 - Sales tax growth 2% - 3%
 - Total growth ~ \$500k - \$600k/year

Tax Revenue Projection Comparison

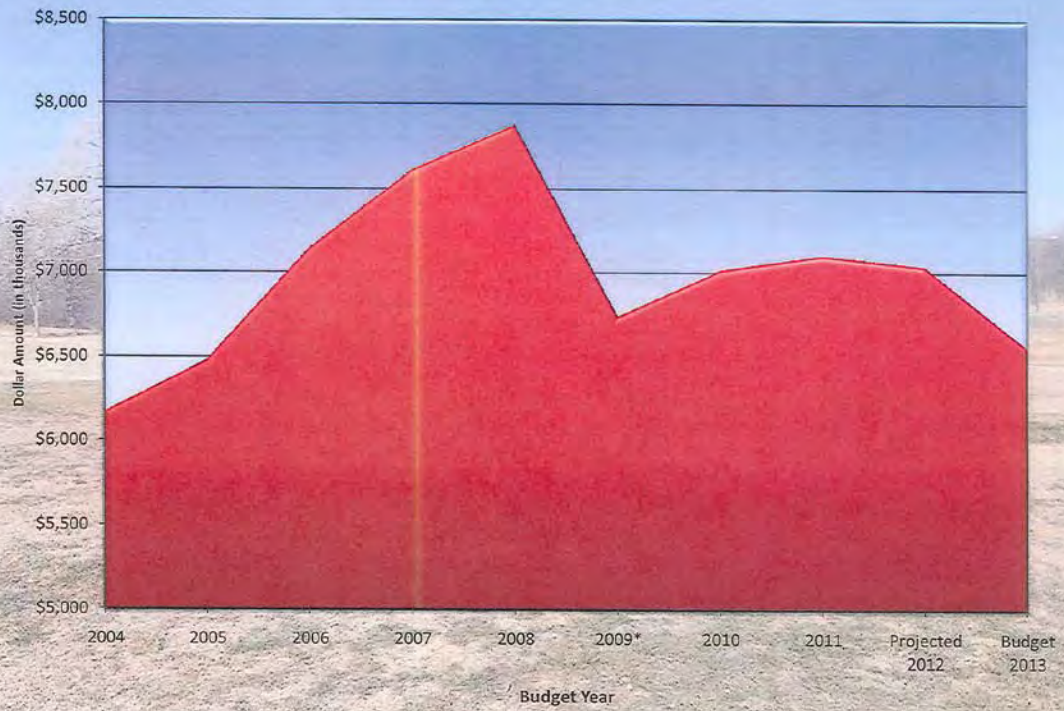


General Fund
Summary of Revenues & Expenditures (Budget Basis)

	Actual 2011-2012	Adjusted Budget 2012-2013	Amended Budget 2012-2013	Projected 2012-2013
Beginning Fund Balance	\$ 6,090,461	\$ 6,713,420	\$ 6,713,420	\$ 6,952,309
Revenues				
Property Taxes	6,028,695	6,094,500	6,094,500	6,081,500
Sales Taxes	12,060,814	13,350,000	13,350,000	13,050,000
Franchise Taxes	2,896,073	2,982,000	2,982,000	2,650,000
Other Taxes	115,322	109,000	109,000	109,000
Fines & Forfeitures	849,072	1,053,200	1,063,200	851,890
Recreation	271,267	281,800	281,800	272,300
Permits & Licenses	171,158	234,700	234,700	196,730
Rentals	61,252	69,700	69,700	64,295
Cemetery Sales and Services	134,643	151,200	151,200	112,900
Sales & Services	489,527	499,000	499,000	511,000
Ambulance Services	1,373,974	1,400,000	1,400,000	1,400,000
Interest	64,078	70,000	70,000	40,000
Grants and Miscellaneous	190,348	312,850	312,850	303,885
Total Revenues	24,706,223	26,617,950	26,617,950	25,643,500
Transfers In	3,563,626	3,670,766	3,670,766	3,670,766
Total Receipts	28,269,849	30,288,716	30,288,716	29,314,266
Total Funds Available	34,360,310	37,002,136	37,002,136	36,266,575
Expenditures				
Personnel	20,041,087	21,144,408	21,144,408	21,144,408
Supplies	1,085,161	1,484,381	1,484,381	1,484,381
Maintenance	971,899	1,246,260	1,246,260	1,246,260
Utilities	1,340,774	1,397,480	1,397,480	1,397,480
Contract Wages	136,614	209,110	209,110	209,110
Computer Services	492,862	582,540	582,540	582,540
Debt Service	69,263	69,405	69,405	69,405
Contractual and Sundry Services	1,337,380	1,527,741	1,610,741	1,610,741
Vehicle Usage	1,231,087	1,271,470	1,271,470	1,271,470
Equipment and Buildings	132,163	207,876	317,876	317,876
Transfer Out to Other Funds	75,563	-	-	-
Transfer Out to Fleet Fund	494,148	1,147,868	1,147,868	1,147,868
Total Expenditures	27,406,001	30,288,539	30,481,539	30,481,539
Excess Receipts over Expenditures	861,848	177	(192,823)	(1,167,273)
Ending Fund Balance	\$ 6,952,309	\$ 6,713,597	\$ 6,520,597	\$ 5,785,036



Property Tax Collections - General Fund



Sales Tax Revenue History



Note: Excludes street sales tax and SEDCO

Utility Fund
Summary of Revenues & Expenses (Budget Basis)

	Actual 2011-2012	Original Budget 2012-2013	Adjusted Budget 2012-2013	Projected 2012-2013
Beginning Reserve	\$ 5,375,980	\$ 6,848,028	\$ 6,848,028	\$ 6,588,906
Revenues				
Water Revenues	11,375,889	11,859,000	11,859,000	12,186,000
Sewer Revenues	6,951,060	7,019,000	7,019,000	6,468,000
Laboratory Charges	114,214	110,000	110,000	110,000
Service & Penalties	504,861	475,000	475,000	475,000
Earned Interest	25,541	10,000	10,000	20,000
Intergovernmental	453,447	449,700	449,700	449,700
Miscellaneous	228,239	82,725	82,725	250,000
Total Revenues	19,653,251	20,005,425	20,005,425	19,968,700
Transfers-in	967,500	123,700	123,700	123,700
Total Receipts	20,620,751	20,129,125	20,129,125	20,092,400
Total Funds Available	25,936,731	26,977,153	26,853,453	26,681,306
Expenses				
Personnel	4,417,642	4,627,761	4,627,761	4,627,761
Supplies	735,116	1,100,730	1,101,389	1,101,389
Maintenance & Repair	1,584,915	1,879,657	2,055,119	2,055,119
Utilities	2,478,388	2,835,796	2,835,796	2,835,796
Computer Services	78,114	64,000	64,000	64,000
Debt Service	5,837,171	4,768,807	4,768,807	4,768,807
Contract Wages	79,256	85,670	85,670	85,670
Contractual & Special Services	1,867,698	1,535,521	1,550,556	1,550,556
Vehicle Usage	279,578	302,310	302,310	302,310
Other	279,349	15,300	38,645	38,645
Capital Expenses	16,898	443,857	456,457	456,457
Total Expenses	17,654,125	17,559,409	17,886,510	17,886,510
Transfers Out				
General Fund	1,544,000	3,044,000	3,044,000	3,044,000
Others	209,700	128,795	128,795	128,795
Total Transfers Out	1,753,700	3,172,795	3,172,795	3,172,795
Total Expenses	19,407,825	20,832,204	21,059,305	21,059,305
Excess Revenues over Expenditures	1,212,926	(703,079)	(930,180)	(966,905)
Ending Reserve	\$ 6,588,906	\$ 6,144,949	\$ 5,917,848	\$ 5,622,001

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

	Actual 2011-2012	Adjusted Budget 2012-2013	Projected 2012-2013
Beginning Fund Balance	\$ 2,070,127	\$ 865,162	\$ 1,188,105
Revenues			
Solid Waste Fees	5,412,601	5,361,000	5,361,000
Service Penalties	48,675	45,000	45,000
Interest	7,028	5,000	5,000
Miscellaneous	148,462	186,000	186,000
Total Revenues	5,616,766	5,597,000	5,597,000
Total Funds Available	7,686,893	6,462,162	6,785,105
Expenses			
Personnel	1,431,856	1,507,108	1,507,108
Supplies	73,708	106,480	106,480
Maintenance & Repair	23,279	53,620	53,620
Utilities	18,854	17,850	17,850
Contract Wages	-	2,080	2,080
Computer Services	9,299	12,850	12,850
Solid Waste Debt Service	58,499	35,205	35,205
Contractual & Sundry Services	1,394,156	1,599,559	1,599,559
Vehicle Usage	906,570	1,045,300	1,045,300
Transfers Out	2,582,567	1,181,520	1,181,520
Total Expenses	6,498,788	5,561,572	5,561,572
Excess Receipts over Expenditures	(882,022)	35,428	35,428
Ending Fund Balance	\$ 1,188,105	\$ 900,590	\$ 1,223,533

**Hotel/Motel Tax Fund
Summary of Receipts & Expenditures**

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

	Actual 2010-2011	Projected 2011-2012	Approved 2012-2013
Beginning Fund Balance	\$ 457,987	\$ 301,594	\$ 221,124
Receipts			
Hotel/Motel Tax 5%	345,417	346,000	346,000
Hotel/Motel Tax 2%	138,167	138,000	138,000
Penalties	15,208	5,000	-
Miscellaneous	30	25	-
Interest	529	300	300
Program/Sponsor Fees	24,950	26,000	30,000
Auditorium/Ballroom Rental	26,614	29,500	35,000
Total Receipts	550,916	544,825	549,300
Total Funds Available	1,008,902	846,419	770,424
Expenditures			
Tourism:			
Administration	99,551	93,208	117,184
Programs	272,958	156,100	156,130
Downtown Building Incentive	-	25,000	25,000
Museum Support	82,500	82,500	82,500
Arts Council	35,811	36,000	36,000
Ballroom:			
Personnel	27,503	19,350	19,202
Supplies	523	8,950	12,650
Maintenance	4,737	12,275	15,300
Utilities	27,653	27,700	28,500
Equipment	-	-	11,000
Auditorium:			
Personnel	2,970	6,812	7,004
Maintenance	13,910	19,900	14,000
Utilities	9,417	9,300	9,500
Transfer to General Fund, admin	13,400	13,200	12,700
Transfer to Auditorium Debt Service	116,375	115,000	115,000
Total Expenditures	707,308	625,295	661,670
Excess Receipts over Expenditures	(156,393)	(80,470)	(112,370)
Ending Fund Balance	\$ 301,594	\$ 221,124	\$ 108,754





COMPREHENSIVE MASTER PLAN UPDATE

- ✓ Updated & Enhance Development Regulations
 - ✓ Blalock, Oil & Gas, Substandard Structures (pending)
- ✓ City Geographic Information System Enhancements
- ✓ Storm Drainage Studies & Planning
 - ✓ Plan due Summer 2013
- ✓ Revitalization of Older Neighborhoods
- ✓ Maintenance & Enhancement Initiative for Existing Parks
- ✓ Strategic Annexation Planning
- ✓ Downtown Development/Revitalization
- ✓ Roadway System Maintenance, Upgrades & Safety Improvements
- × Trail, Bikeway & Greenway Master Plan

PLANNING UPDATE

- **Comprehensive Master Plan**

- Calls for reviews bi-annually, and more detailed updates every five years
- Plan adopted in 2009
- Updates would involve things like:
 - Priorities review
 - Land-use and development
 - Parks
 - Aerial photograph changes for GIS
 - Strategic Annexations
- Potential update in 2014 combined with Strategic Plan update

- **Strategic Plan**

- Last updated in 2005-06
- Potential update in 2014

NEAR-TERM ISSUES

- Water Treatment Plant Expansion

- Increasing industrial use – e.g., Panda
- Regional purveyor – Dorchester, Marilee SUD, south Grayson County
- Commercial development – Hwy 75 N and Hwy 289/82
- Residential growth – Preston Club

- Wastewater Treatment Plant Enhancements

- Use of effluent for industrial uses (Panda, irrigation, cooling)
- Nutrient removal

- Stormwater Management Projects

- Pending outcome of stormwater management study

- Airport

- Runway improvements
- Alternative use evaluation (FY13 Budget initiative)

- Hotel/Motel Tax Fund – How to balance ongoing

- Group Health Plan

PLANS ON THE SHELF

- Succession planning
 - WTP, Development services, IT, Solid Waste
- Capital spending
 - Fire stations
 - Municipal building
 - Technology – Council Chambers, P&Z
- Programs – training, fleet replacement, alleys and ROW maintenance
- Strategic Planning – plan for staffing, infrastructure and capital needs, service goals and programs

STATE OF TEXAS

§

March 18, 2013

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 18, 2013.

MEMBERS PRESENT: MAYOR CARY WACKER; DEPUTY MAYOR PAM HOWETH.
COUNCIL MEMBERS JOHNSON, PLYLER, SOFEY,
SOFTLY.

MEMBERS ABSENT: COUNCIL MEMBER SMITH.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of March 4, 2013. Deputy Mayor Howeth moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

PROCLAMATION

"NATIONAL SAFE PLACE WEEK" – March 17-23, 2013

Mayor Wacker presented a proclamation to Nicole West, Prevention Specialist with the North Texas Youth Connection, designating March 17 through 23, 2013 as "National Safe Place Week."

NATIONAL SAFE
PLACE WEEK
(MARCH 17-23, 2013)

Ms. West thanked the City Council for the proclamation saying it was awesome that the City of Sherman was acknowledging "National Safe Place Week." She presented the new logo for the Safe Place Program. The transitional living program for 18 to 21 year olds is now open in Denison. The shelter for youth under 18 has not yet opened, but will be located in Sherman.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Wacker introduced Ordinance 5767 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE (ACT), PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING THE 2013 GROUND BEEF ADDITIONAL VOLUME PROJECT OF TYSON FRESH MEATS, INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS AN ENTERPRISE PROJECT (PROJECT).

ORD 5767
TYSON PROJECT

No citizens appeared before the City Council to discuss Ordinance 5767.

Mayor Wacker introduced Ordinance 5768 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 TIRE SALES AND SHOCK REPLACEMENT IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 4213 TEXOMA PARKWAY, BEING 3.547 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969 AND THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503 (TED GORDON, OWNER; CHRIS SHELTON, TENANT; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5768
SUP FOR TIRE
SALES & SHOCK
REPLACEMENT

No citizens appeared before the City Council to discuss Ordinance 5768.

Mayor Wacker introduced Ordinance 5769 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-2 (GENERAL COMMERCIAL) DISTRICT IN THE 1500-1700 BLOCKS OF U.S. HIGHWAY 75 NORTH AND 400 EAST TAYLOR STREET, BEING 2.841 ACRES IN THE J.B. McANAIK SURVEY, ABSTRACT NO. 763 (FORMERLY USED AS RAILROAD RIGHT-OF-WAY) (ET JOINT VENTURE, EMINENT HOLDINGS, LLC, P&B EYE INVESTMENTS LLC, DEAN GILBERT AND TAYLOR PLACE LP, OWNERS; TODD YOUNG, REPRESENTATIVE; AND SARTIN & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER.

ORD 5769
ZONE CHANGE
(1500-1700 BLOCKS
HWY 75 & 400 E.
TAYLOR)

No citizens appeared before the City Council to discuss Ordinance 5769.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5767

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE (ACT), PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING THE 2013 GROUND BEEF ADDITIONAL VOLUME PROJECT OF TYSON FRESH MEATS, INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS AN ENTERPRISE PROJECT (PROJECT).

ORD 5767
TYSON PROJECT

Ordinance 5768

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 TIRE SALES AND SHOCK REPLACEMENT IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 4213 TEXOMA PARKWAY, BEING 3.547 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969 AND THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503 (TED GORDON, OWNER; CHRIS SHELTON, TENANT; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5768

**SUP FOR TIRE
SALES & SHOCK
REPLACEMENT**

Ordinance 5769

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-2 (GENERAL COMMERCIAL) DISTRICT IN THE 1500-1700 BLOCKS OF U.S. HIGHWAY 75 NORTH AND 400 EAST TAYLOR STREET, BEING 2.841 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (FORMERLY USED AS RAILROAD RIGHT-OF-WAY) (ET JOINT VENTURE, EMINENT HOLDINGS, LLC, P&B EYE INVESTMENTS LLC, DEAN GILBERT AND TAYLOR PLACE LP, OWNERS; TODD YOUNG, REPRESENTATIVE; AND SARTIN & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER.

ORD 5769

**ZONE CHANGE
(1500-1700 BLOCKS
HWY 75 & 400 E.
TAYLOR)**

ACTION TAKEN.

Motion by Council Member Sofey to approve Ordinance Nos. 5767, 5768 and 5769, as presented. Second by Council Member Softly.

VOTING AYE: Howeth, Johnson, Plyler, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5748 – RESCINDING RESOLUTION NO. 5742 IN ITS ENTIRETY WHICH RECOGNIZED THAT TYSON FRESH MEATS, INC. IS A “QUALIFIED BUSINESS” AS DEFINED IN SECTION 2303.402 OF THE TEXAS ENTERPRISE ZONE ACT AND MEETS THE CRITERIA FOR DESIGNATION AS AN ENTERPRISE PROJECT, AS SET FORTH IN SECTION 2303, SUBCHAPTER F OF THE ACT AND NOMINATED THE 2013 GROUND BEEF ADDITIONAL VOLUME PROJECT OF TYSON FRESH MEATS, INC. LOCATED IN AN ENTERPRISE ZONE WITHIN THE SHERMAN CITY LIMITS TO THE OFFICE OF THE

RES 5748

**TYSON PROJECT AS
ENTERPRISE ZONE
PROJECT**

**GOVERNOR ECONOMIC DEVELOPMENT & TOURISM
THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN
ENTERPRISE PROJECT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RESCINDING RESOLUTION NO. 5742 IN ITS ENTIRETY WHICH RECOGNIZED THAT TYSON FRESH MEATS, INC. IS A "QUALIFIED BUSINESS" AS DEFINED IN SECTION 2303.402 OF THE TEXAS ENTERPRISE ZONE ACT AND MEETS THE CRITERIA FOR DESIGNATION AS AN ENTERPRISE PROJECT, AS SET FORTH IN SECTION 2303, SUBCHAPTER F OF THE ACT AND NOMINATED THE 2013 GROUND BEEF ADDITIONAL VOLUME PROJECT OF TYSON FRESH MEATS, INC., LOCATED IN AN ENTERPRISE ZONE WITHIN THE SHERMAN CITY LIMITS TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT; DECLARING AN EFFECTIVE DATE.
CONSENT AGENDA.

**RESOLUTION NO. 5749 – ACCEPTING THE CONTRACT
WITH VESSELS CONSTRUCTION COMPANY, A DIVISION OF
VESCOR, AS COMPLETE FOR THE SURFACE WATER
DISTRIBUTION PIPELINE EAST – SCHEDULE "B"**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH VESSELS CONSTRUCTION COMPANY, A DIVISION OF VESCOR, AS COMPLETE FOR THE SURFACE WATER DISTRIBUTION PIPELINE EAST – SCHEDULE "B".
CONSENT AGENDA.

RES 5749
SURFACE WATER
DISTRIBUTION
PIPELINE EAST

**RESOLUTION NO. 5750 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH
PROCESS SOLUTIONS AUTOMATION & CONTROL
PRODUCTS FOR THE PURCHASE OF MAGNETIC FLOW
METERS AND RELATED EQUIPMENT FOR THE WATER
PRODUCTION DEPARTMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PROCESS SOLUTIONS AUTOMATION & CONTROL PRODUCTS FOR THE PURCHASE OF MAGNETIC FLOW METERS AND RELATED EQUIPMENT FOR THE WATER PRODUCTION DEPARTMENT.
CONSENT AGENDA.

RES 5750
WATER PRODUCTION
FLOW METERS

**RESOLUTION NO. 5751 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH
HEARTLAND ASPHALT MATERIALS, INC. FOR THE
PURCHASE OF AN ANNUAL SUPPLY OF EMULSIFIED
ASPHALT OIL FOR THE 2013 SEAL COAT PROGRAM**

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 THE PURCHASE OF AN ANNUAL SUPPLY OF EMULSIFIED ASPHALT OIL FOR THE 2013 SEAL COAT PROGRAM.
CONSENT AGENDA.

RES 5751
SEAL COAT PROGRAM

RESOLUTION NO. 5752 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH JAMES THORPE COMPANY FOR THE PURCHASE OF AN ANNUAL SUPPLY OF COVER STONE FOR THE 2013 SEAL COAT PROGRAM

**RES 5752
SEAL COAT PROGRAM**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH JAMES THORPE COMPANY FOR THE PURCHASE OF AN ANNUAL SUPPLY OF COVER STONE FOR THE 2013 SEAL COAT PROGRAM.

CONSENT AGENDA.

RESOLUTION NO. 5753 – CONFIRMING THE EMPLOYMENT OF THE SHERMAN POLICE DEPARTMENT'S POLICE CHIEF
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING THE EMPLOYMENT OF THE SHERMAN POLICE DEPARTMENT'S POLICE CHIEF.

**RES 5753
APPOINTMENT OF
POLICE CHIEF**

Mayor Wacker asked Linda Ashby, City Clerk, to read Resolution No. 5753 in its entirety.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve Resolution No. 5753, as presented. Second by Council Member Softly.

VOTING AYE: Howeth, Johnson, Plyler, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

Mayor Wacker congratulated Police Chief Otis Henry and asked him to come forward for the ceremony to pin his badge and rank on. Chief Henry's wife Sharon pinned on his badge and his brother and sister Floyd Cooper and Geneva Cooper pinned on his rank.

Chief Henry said this was a tremendous opportunity and had been a long personal journey for him. He thanked many people in his life who have helped him achieve this honor and said he was excited about serving the citizens of Sherman.

He recognized his wife Sharon Henry, his sister Geneva Cooper, sister-in-law Pat Cooper, brother Floyd Cooper, and his father and mother-in-law.

He also thanked George Olson, City Manager, and each member of the City Council for their confidence and said he would give them his 100-plus percent.

Chief Henry also thanked former Police Chiefs Jerry Caylor and Tom Watt for their help and friendship over the years. He also thanked the "fantastic men and women of the Police Department." They are the ones that make the Sherman Police Department what it is and he said it is, by far, the best Police Department in North Texas.

Chief Henry also thanked his friends for their support over the years. Lastly he thanked Assistant Chief Ken Francis, saying they have shared a very stressful time together over the last three months. Captain Francis has been strong, stoic, and tremendously gracious. He said that speaks to Captain Francis' character and he thanked him publicly adding that he is a fine man and Sherman is lucky to have him.

Mayor Wacker said the Council looks forward to serving with Chief Henry and complimented all the men and women of the Sherman Police Department, saying they all represent the City of Sherman with great integrity.

CHANGE ORDER NO. 1
SURFACE WATER DISTRIBUTION PIPELINE EAST -
SCHEDULE "B"; VESSELS CONSTRUCTION COMPANY, A
DIVISION OF VESCOR; \$14,827.40, INCREASE

The City Council approved the change order for the Water Treatment Plant second feed project Schedule "B". The final reconciliatory change order covers the cost of extra pipe around an Atmos facility and the addition of one fire hydrant.

The change order results in a \$14,827.40 increase in the contract amount, yielding a final contract price of \$660,087.21. The project was funded through the Greater Texoma Utility Authority and was a part of the City's Capital Improvement Program.

CONSENT AGENDA.

OTHER BUSINESS
CONSIDER REQUEST OF THE 2013 EARTH DAY PLANNING
COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS
FOR THE "5TH ANNUAL EARTH DAY FESTIVAL" ON
SATURDAY, APRIL 20, 2013

The City Council approved the request of the 2013 Earth Day Planning Committee to hold the "5th Annual Earth Day Festival" on April 20, 2013 on the Municipal Building grounds. The request also includes barricades and street closures.

CONSENT AGENDA.

FINAL PLAT APPROVAL OF THE KAZ ADDITION IN THE
CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION
(ETJ), BEING 8.06 ACRES IN THE AARON BURLESON
SURVEY, ABSTRACT NO. 61; MARJAN GANJI AND SOUGOL
CASTRO, OWNERS; SARTIN & ASSOCIATES, INC.,
SURVEYORS (400 BLOCK OF MITCHELL ROAD)

The City Council approved the Final Plat of the KAZ Addition in the City's extra territorial jurisdiction, located in the 400 block of Mitchell Road. The 8.06 acre tract is located in the Aaron Burleson Survey, Abstract No. 61. The owners would like to plat the property into seven lots for residential development.

CHANGE ORDER
SURFACE WATER
DISTRIBUTION
PIPELINE EAST

CLOSE STREETS FOR
EARTH DAY

APPROVE FINAL PLAT
(KAZ ADDITION)

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

REPLAT APPROVAL OF LOTS 7, 8 AND 9, BLOCK 2, O'HANLON RANCH ADDITION, PHASE 3, CONTAINING 0.92 ACRES; DGR DEVELOPMENT GROUP LTD, OWNERS; SARTIN & ASSOCIATES, INC., SURVEYORS (2504, 2508 AND 2512 RIATA DRIVE)

The City Council approved the Replat of Lots 7, 8, and 9, Block 2, of the O'Hanlon Ranch Addition, Phase 3. The Replat contains 0.92 acres and is located at 2504, 2508, and 2512 Riata Drive, off of FM 1417. The owners would like to replat three lots into two for residential development.

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

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

CONGRATULATIONS TO POLICE CHIEF OTIS HENRY

The Mayor and all Council Members congratulated Police Chief Otis Henry on his appointment saying they looked forward to working with him.

ST. PATRICK'S DAY EVENT

Council Member Sofey said Downtown Sherman Preservation & Revitalization sponsored the St. Patrick's Day event this past weekend. He said as a downtown business owner, a lifelong Sherman resident, and a Council Member, it was a proud day.

He urged citizens to participate in any future events held downtown.

ST. PATRICK'S DAY EVENT

Mayor Wacker thanked the volunteers and the City staff that participated in the St. Patrick's Day event saying this is what they have been waiting for in downtown Sherman for a long time.

ANNOUNCEMENTS

Mayor Wacker announced the following:

- The Parks and Recreation Department's annual "Eggstravaganza" will be held Saturday, March 23 at 10:00 a.m. at Pecan Grove West Park. There will be candy-filled eggs, prizes, and lots of fun.
- The Household Hazardous Waste Collection and Electronics Recycling Event will be held Saturday,

APPROVE REPLAT
(O'HANLON RANCH
ADDITION)

CITIZEN'S REQUESTS

MEDIA QUESTIONS

POLICE CHIEF
OTIS HENRY

ST. PATRICK'S
DAY EVENT

ST. PATRICK'S
DAY EVENT

ANNOUNCEMENTS

March 23, from 9:00 a.m. until 11:00 a.m. at City Hall.
Citizens should bring their most recent water bill for
proof of residence to participate in the free event.

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

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

SECTION 551.071 CONSULTATION WITH CITY
ATTORNEY CONCERNING
PENDING OR CONTEMPLATED
LITIGATION:
RECEIVE THE CITY ATTORNEY'S
BRIEFING ON PENDING OR
CONTEMPLATED LITIGATION

SECTION 551.087 DELIBERATION REGARDING
ECONOMIC DEVELOPMENT
NEGOTIATIONS
DELIBERATE REGARDING
COMMERCIAL OR FINANCIAL
INFORMATION THAT THE CITY
HAS RECEIVED FROM BUSINESS
PROSPECTS AND DELIBERATE
ANY OFFERS OR INCENTIVES TO
THE BUSINESS PROSPECTS,
INCLUDING THE FOLLOWING:
TEXAS INSTRUMENTS
INCORPORATED

On Motion duly made and carried, the Open Meeting
recessed and reconvened in Executive Session at 5:23 p.m.

On Motion duly made and carried, the Executive Session
recessed at 5:51 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

INTRODUCTION OF ORDINANCE NO. 5770

**DESIGNATING A CERTAIN AREA AS AN INDUSTRIAL
REINVESTMENT ZONE, CITY OF SHERMAN, TEXAS,
PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS
WITHIN THE ZONE, AND OTHER MATTERS RELATING
THERE TO; PROVIDING FINDINGS OF FACT; PROVIDING AN
EFFECTIVE DATE FOR THE COMMENCEMENT OF THE
REINVESTMENT ZONE AND THIS ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, DESIGNATING A CERTAIN AREA AS AN
INDUSTRIAL REINVESTMENT ZONE, CITY OF SHERMAN,

EXECUTIVE SESSION

OPEN MEETING

**ORD 5770
DESIGNATE AN
INDUSTRIAL
REINVESTMENT ZONE**

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.

ACTION TAKEN.

Motion by Council Member Johnson to Introduce Ordinance No. 5770, as presented. Second by Council Member Plyler.

VOTING AYE: Howeth, Johnson, Plyler, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

Mayor Wacker said the public hearing and adoption of Ordinance No. 5770 will be held at the April 1, 2013 Council Meeting and Texas Instruments' request for a tax abatement will be considered at the April 15, 2013 Council Meeting.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:54 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. B.1

PUBLIC HEARING OF ORDINANCE NO. 5770

Designating a Certain Area as Industrial Reinvestment Zone, Number 042013-1, 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 Texas Instruments Incorporated (TI)

Background

On Tuesday, March 5, 2013, the Tax Reinvestment Committee (Committee) met to consider a request from TI for a tax abatement for warehousing equipment relocated to its Sherman plant from other locations within the company. This equipment would be stored locally until it could be relocated to other facilities, repositioned within the Sherman plant, or otherwise liquidated. TI expects the value of this equipment to be between \$10 and \$300 million and expects the equipment to be on site for up to five years. The Committee voted to recommend an abatement and 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 TI's property.

Ordinance No. 5770 was introduced at the March 18th Council meeting; and, pursuant to State Law, a public hearing was set for the April 1st meeting to allow interested parties to speak to the issue. If the Ordinance is adopted, the request for tax abatement will be addressed at the April 15th Council meeting, in the form of a resolution.

Origination

Texas Instruments Incorporated

Financial Consideration

There is no direct cost to creating Industrial Reinvestment Zone, Number 042013-1 and providing the medium for granting tax abatement agreements within the designated zone.

Staff Recommendation

The staff recommends the adoption of Ordinance No. 5770 to create Industrial Reinvestment Zone, Number 042013-1, City of Sherman, Texas (the "Zone").

Alternatives

The Council could decide not to create this new industrial reinvestment zone.

Attachments

Ordinance No. 5770

Legal Description

Vicinity Map

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

ORDINANCE NO. 5770

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DESIGNATING A CERTAIN AREA AS INDUSTRIAL REINVESTMENT ZONE, NUMBER 042013-1, 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 1st day of April, 2013, 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 042013-1, 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 _____, 2013.

2ND READING this the _____ day of _____, 2013.

EFFECTIVE DATE: _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

EXHIBIT "A"

INDUSTRIAL REINVESTMENT ZONE, NUMBER 042013-1, CITY OF SHERMAN, TEXAS FIELD NOTES

Legal Description

SITUATED in Grayson County, Texas in the City of Sherman, the William Martin Survey, Abstract No. 765, the John Chronister Survey, Abstract No. 248 and the S. Dunman Survey, Abstract No. 329 and being part of two (2) tracts more particularly referenced as follows:

1. Part of a called 5.450 acre tract of land conveyed to Texas Instruments Inc. from D.C. Enloe et al. by deed filed September 28, 1965 and recorded in volume 1038, page 49 of the Deed Records of Grayson County.
2. Part of a called 470.340 acre tract of land conveyed to Texas Instruments Inc. from Joe Hilburn and wife Johnnie V. Hilburn by deed filed September 1, 1965 and recorded in volume 1036, page 247 of the Deed Records of Grayson County, Texas.

Said part of two tracts being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod in the curve of the West right-of-way of U.S. Highway 75 and in the East line of said 5.450 acre tract, said iron rod bears N 3° 10' 31" E 11.09 feet from the Southeast corner of the 5.450 acre tract, said iron rod also bears S 86° 52' 56" E 5530.00 feet from the center of said curve;

THENCE: With the curve of the West right-of-way of U.S. 75 and the East line of the 5.450 acres and 470.340 acres tracts through an arc length of 785.29 feet to a 1/2 inch iron rod at the point of tangency, said curve having a central angle of 8° 08' 11", a radius of 5530.00 feet and a chord bearing and distance of S 7° 11' 10" W 784.63 feet;

THENCE: S 11° 15' 15" W 2772.22 feet with the West right-of-way of U.S. 75 and the East line of the 470.340 acre tract to a 1/2 inch

iron rod for corner from which a right-of-way marker bears N 11° 15' 15" E 151.00 feet and from which the most Easterly Southeast corner of the 470.340 acre tract bears S 11° 15' 15" W 661.92 feet;

THENCE: Across said 470.340 acre tract as follows:

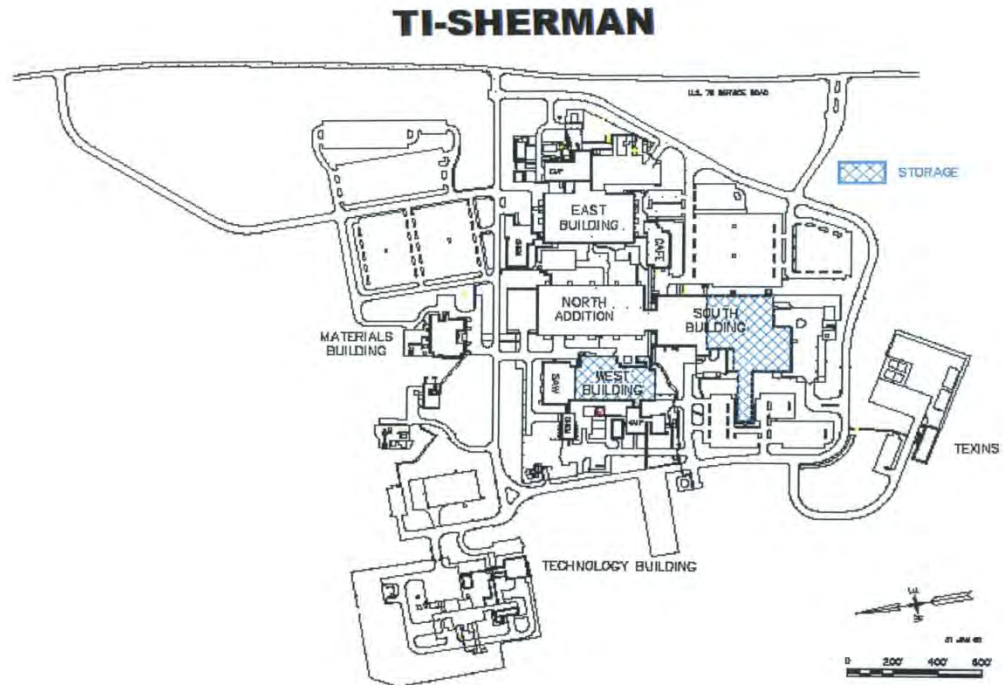
S 76° 15' 10" W 1378.36 feet to a 1/2 iron rod;
N 59° 39' 46" W 817.23 feet to a 1/2 iron rod;
N 0° 21' 35" W 1139.66 feet to a 1/2 iron rod;
N 27° 07' 26" E 739.59 feet to a 1/2 iron rod;
S 89° 14' 11" E 277.52 feet to a 1/2 iron rod;
N 0° 38' 45" E 311.12 feet to a 1/2 iron rod;
S 83° 58' 11" E 194.32 feet to a 1/2 iron rod;
N 9° 41' 33" E 206.44 feet to a 1/2 iron rod;
S 89° 54' 09" E 982.17 feet to a 1/2 iron rod;
N 0° 44' 03" E 462.12 feet to a 1/2 iron rod;

THENCE: N 42° 21' 28" E 918.42 feet across the 470.340 acre and 5.450 acre tracts to a 1/2 inch iron rod for corner;

THENCE: S 86° 19' 00" E 237.95 feet across said 5.450 acre tract to the POINT OF BEGINNING and containing 136.869 acres of land more or less.

EXHIBIT "B"

**INDUSTRIAL REINVESTMENT ZONE, NUMBER 042013-1,
CITY OF SHERMAN, TEXAS
VICINITY MAP**





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. B.2

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 5770

B.1 PUBLIC HEARING OF ORDINANCE NO. 5770

Designating a Certain Area as Industrial Reinvestment Zone, Number 042013-1, 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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. B.3

CONSENT AGENDA

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

C.1 * RESOLUTION NO. 5754

Authorizing Execution of the Texas Commission on Environmental Quality (TCEQ) Self Certification Form for Level IB under Texas Pollutant Discharge Elimination System (TPDES) General Permit TXG870000

C.2 * RESOLUTION NO. 5755

Authorizing Execution of an Agreement with Deryl L. McMahan for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1917 East Alma Avenue

C.3 * RESOLUTION NO. 5756

Authorizing Execution of an Agreement with Mario Tobar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1912 East Alma Avenue

C.4 * RESOLUTION NO. 5757

Awarding a Bid to and Authorizing Execution of a Contract with HD Supply for the Purchase of Water Meters for the Utility Billing Department

C.5 * RESOLUTION NO. 5758

Awarding a Bid to and Authorizing Execution of a Contract with Ashton Garden Landscape Design for the 2013 Public Works Mowing Program

C.6 * RESOLUTION NO. 5759

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

D.1 * REQUEST TO ADVERTISE

Repairs to Old Settlers Trinity #1 Water Well, Stephens Trinity #1 Water Well, and Stephens Woodbine #2 Water Well



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. C.1

*** RESOLUTION NO. 5754**

**Authorizing Execution of the Texas Commission on Environmental Quality (TCEQ)
Self Certification Form for Level IB under Texas Pollutant Discharge Elimination System
(TPDES) General Permit TXG870000**

Issue

Execution of TCEQ's Self Certification Form for Level 1B under the TPDES General Permit TXG870000

Background

The City of Sherman routinely utilizes insecticides in the form of mosquito dunks in order to effectively kill mosquito larvae before they mature into biting adult pests. Mosquito dunks have been tested by the Environmental Protection Agency (EPA) and have been determined not to cause adverse effects on humans, wildlife, fish, and plants, including endangered species and nontarget organisms. The TCEQ, which is charged with protecting water quality in the State of Texas, requires all entities that utilize general use pesticides to file a Self Certification Form for Level IB under TPDES General Permit TXG870000.

Origination

Code Enforcement

Financial Consideration

There is no financial consideration to the City of Sherman in the recommended course of action.

Staff Recommendation

Execute the Self Certification Form for Level IB under TPDES General Permit TXG870000

Alternatives

Those as may be directed by the City Council

Attachments

Resolution No. 5754

Self Certification Form for Level IB under the TPDES General Permit TXG870000

Prepared by:
Clay Barnett, City Engineer

Approved by:
George Olson, City Manager

RESOLUTION NO. 5754

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) SELF CERTIFICATION FORM FOR LEVEL IB UNDER TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) GENERAL PERMIT TXG870000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute TCEQ's Self Certification Form for Level IB under the TPDES General Permit TXG870000, in accordance with the form 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 _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



TCEQ Self Certification Form for Level IB under the TPDES General Permit TXG870000

If you apply pesticide to waters of the United States in Texas and are not required to submit a Notice of Intent to be authorized under the pesticides general permit and you meet the annual pest management area threshold criteria, then you must complete this form and send it to the appropriate TCEQ Regional Office.

1) OPERATOR (Applicant)

a) What is the Legal Name of the Permittee?

City of Sherman

(The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

b) What is the Permittee's contact information and mailing address as recognized by the US Postal Service (USPS)?

Phone No.: (903) 892-7077 Ext.: Fax No.: (903) 892-7355

E-mail: andreasl@ci.sherman.tx.us

Mailing Address: P.O. Box 1106

Internal Routing (Mail Code, Etc.):

City: Sherman State: Tx ZIP Code: 75091

If outside USA: Territory: Country Code: Postal Code:

2) OPERATOR TYPE AND PESTICIDE CATEGORY

Identify the operator type and pesticide category (select all that apply):

- ☒ Public entity applying general use pesticide to waters of the U.S. where there is public access
- ☒ Public entity applying general use pesticide to waters of the U.S. where there is private access
- ☐ Private entity applying general use pesticide to waters of the U.S. where there is public access
- ☐ Private entity applying general use pesticide to waters of the U.S. where there is only private access
- ☐ Private entity applying Restricted or State-Limited Use Pesticide or Regulated Herbicide to waters of the U.S. where there is only private access

3) PEST MANAGEMENT AREA (PMA) INFORMATION

Complete a) – c) for a single PMA. If there is more than one PMA, use Attachment I for additional copies.

a) What is the site name or identifier of the PMA?

City of Sherman

b) What is the county (or counties) where the PMA is located?

Grayson

c) What is the classified segment number(s) of the water body(s) receiving the pesticide discharge within the Pest Management Area?

0203

d) What is the name of the receiving water body(s) to receive the pesticide discharge?

Red River Below Lake Texoma

e) Identify the pesticide use pattern(s) for the PMA (select all that apply):

☒ Mosquito and Other Insect Pest Control

☐ Area-wide Pest Control

☒ Vegetation and Algae Control

☐ Forest Canopy Pest Control

☐ Animal Pest Control

Operator Certification:

This operation qualifies for, and is authorized under, Part II.A.2 of the Texas Pollutant Discharge Elimination System (TPDES) general permit TXG870000, a general permit authorizing the discharge of biological pesticide or chemical pesticide that leaves a residue in water when such applications are made to or over, including near waters of the United States.

I, George Olson

City Manager

Typed or printed name

Title

Certify under penalty of law that I have read and understood the eligibility requirements for claiming an authorization under Part II.A.2 of the TPDES general permit TXG870000 and agree to comply with the terms of this permit. I am aware there are significant penalties for providing false information or for conducting unauthorized pesticide discharges, including the possibility of fine and imprisonment for known violations. I further certify that I am authorized under 30 Texas Administrative Code 305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: _____

Date: _____



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5755**

**Authorizing Execution of an Agreement with Deryl L. McMahan
for the Abatement of Ad Valorem Property Taxes for the Construction
of a New Single-Family Residence at 1917 East Alma Avenue**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 1917 East Alma Avenue.

Background

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

Origination

Deryl L. McMahan, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$198.40 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5755
Residential Tax Abatement Agreement
Application
Warranty Deed
Site Plan
Building Permit Application
Photo
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5755

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH DERYL L. MCMAHAN FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1917 EAST ALMA AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Deryl L. McMahan and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Deryl L. McMahan for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1917 East Alma Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2013, and continuing for tax years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021

and 2022, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2013, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2013	100%
2014	100%
2015	100%
2016	100%
2017	100%
2018	100%
2019	80%
2020	60%
2021	40%
2022	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022, as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 1917 East Alma Avenue, Sherman, Texas, and as more particularly described by the following:

BEING Lot 25, Block 2, Milan Heights Addition

V.

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

VI.

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

VII.

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

VIII.

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

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

Deryl L. McMahan
101 N. Greenville Ave., Ste. C #305
Allen, Texas 75002-9117
(972) 836-2040

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2013.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
DERYL L. MCMAHAN

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
DERYL L. MCMAHAN

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

**THE STATE OF TEXAS §
COUNTY OF GRAYSON §**

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

GIVEN UNDER MY HAND and seal of office this ____day of _____, 2013 A.D.

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

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

Property Owner:

Name: Deryl L. McMAHAN
Mailing Address: 101 N. Greenville Ave. STE C #305
Telephone Number: 972-836-2040

Contact (if different than owner):

Name: _____
Mailing Address: _____
Telephone Number: _____

Property:

Physical Address: 1917 E. ALMA AVE.
Summary Legal Description: Lot: 25 Block: 2 Addition: Milam Heights
Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: ☐
Estimated Value of Improvements: \$62,000.00
Estimated Date of Start of Construction: MARCH 25, 2013
Estimated Date of Completion of Project: August 01, 2013
Description of Project: New Home Construction -
2 Bed - 2 Bath Single Floor Home

Applicant(s):

Deryl McMahon

Date: 03-11-2013

Date: _____

Grayson County
Wilma Bush
Grayson County Clerk
Sherman, Texas 75090



238066

Instrument Number: 2012-00019016

As
Recordings

Recorded On: September 21, 2012

Parties: PIERCE NANCY ETAL

To MCMAHAN DERYL L

Billable Pages: 3

Number of Pages: 5

Comment: WD

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Recordings	24.00
Total Recording:	24.00

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

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

File Information:

Document Number: 2012-00019016

Receipt Number: 362398

Recorded Date/Time: September 21, 2012 09:48:48A

Book-Vol/Pg: BK-OR VL-5182 PG-834

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

CHAPIN TITLE CO., INC.

620 N. TRAVIS ST.

SHERMAN TX 75090



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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

238066

Bk Vol Ps
00019016 DR 5182 835

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

General Warranty Deed

Date: September 20, 2012

Grantor: NANCY PIERCE and MICHAEL PIERCE

Grantor's Mailing Address:

1913 E. Alma

Sherman, TX 75090

Grayson County

Grantee: DERYL L. MCMAHAN

Grantee's Mailing Address:

1232 Park Place

Sherman, TX 75092

Grayson County

Consideration:

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

Property (including any improvements):

BEING LOT 25 IN BLOCK 2 OF MILAM HEIGHTS ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 160, PAGE 452, DEED RECORDS, GRAYSON COUNTY, TEXAS.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2012, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change

in land usage, ownership, or both, the payment of which Grantee assumes.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Nancy Pierce
NANCY PIERCE

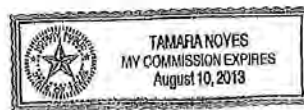
Michael Pierce
MICHAEL PIERCE

STATE OF TEXAS)

COUNTY OF Grayson)

This instrument was acknowledged before me on September 20, 2012, by NANCY PIERCE.

Tamara Noyes
Notary Public, State of Texas
My commission expires:



Bk Vol Ps
00019014 OR 5182 837

STATE OF TEXAS)

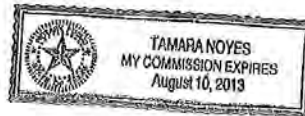
COUNTY OF Grayson)

This instrument was acknowledged before me on September 20,
2012, by MICHAEL PIERCE.

Tamara Noyes
Notary Public, State of Texas
My commission expires:

PREPARED IN THE OFFICE OF:

ADAMS, BENNETT & DUNCAN
100 East Broadway
Gainesville, Texas 76240



AFTER RECORDING RETURN TO:

Bk Vol Pg
00019016 OR 5182 838

Filed for Record in:
Grayson County

On: Sep 21, 2012 at 09:48A

As a
Recording

Document Number: 00019016

Amount: 24.00

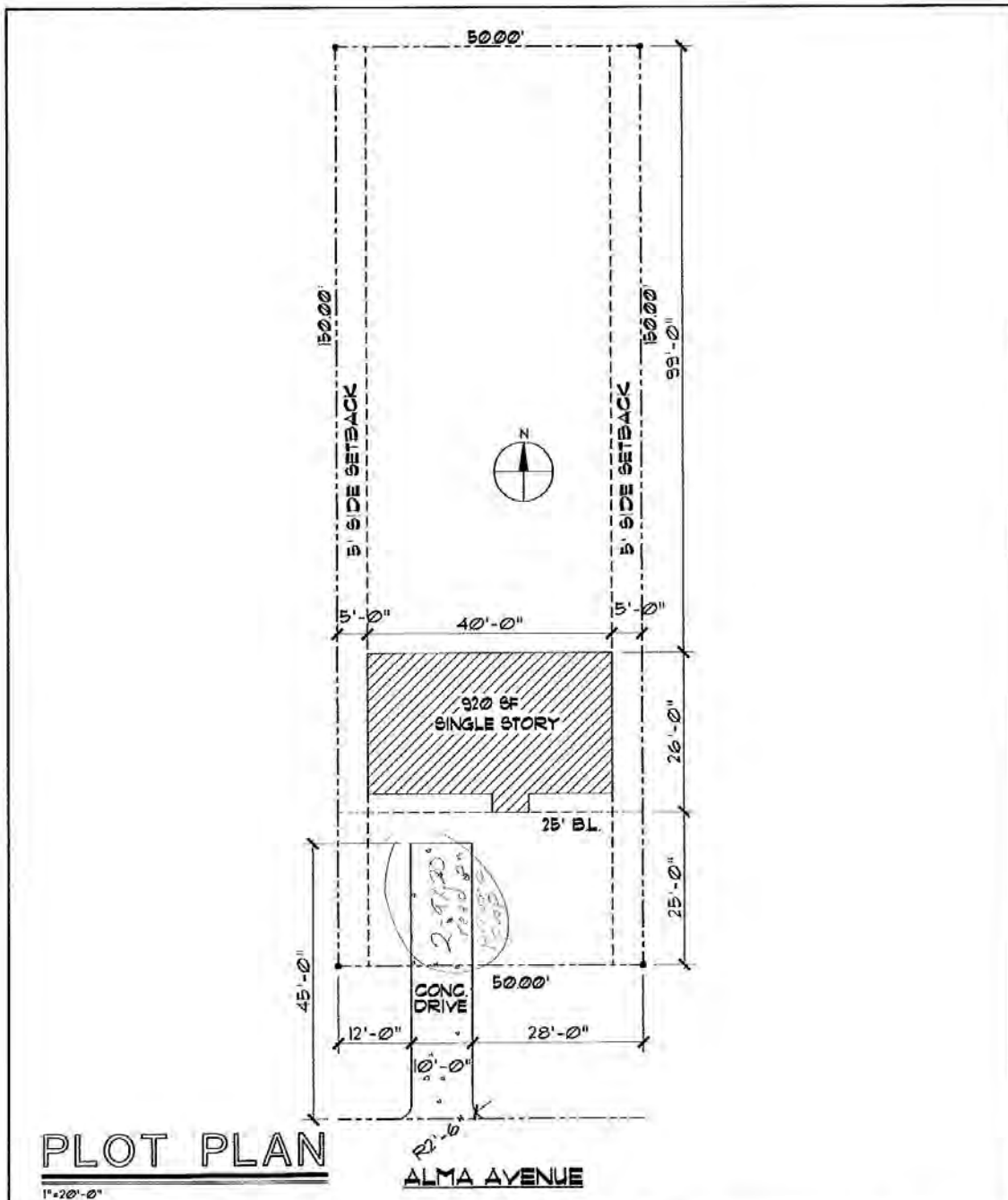
Receipt Number: 342398

By:
GAIL WHITE

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

Sep 21, 2012

Wilma Bush, Grayson County Clerk
Grayson County



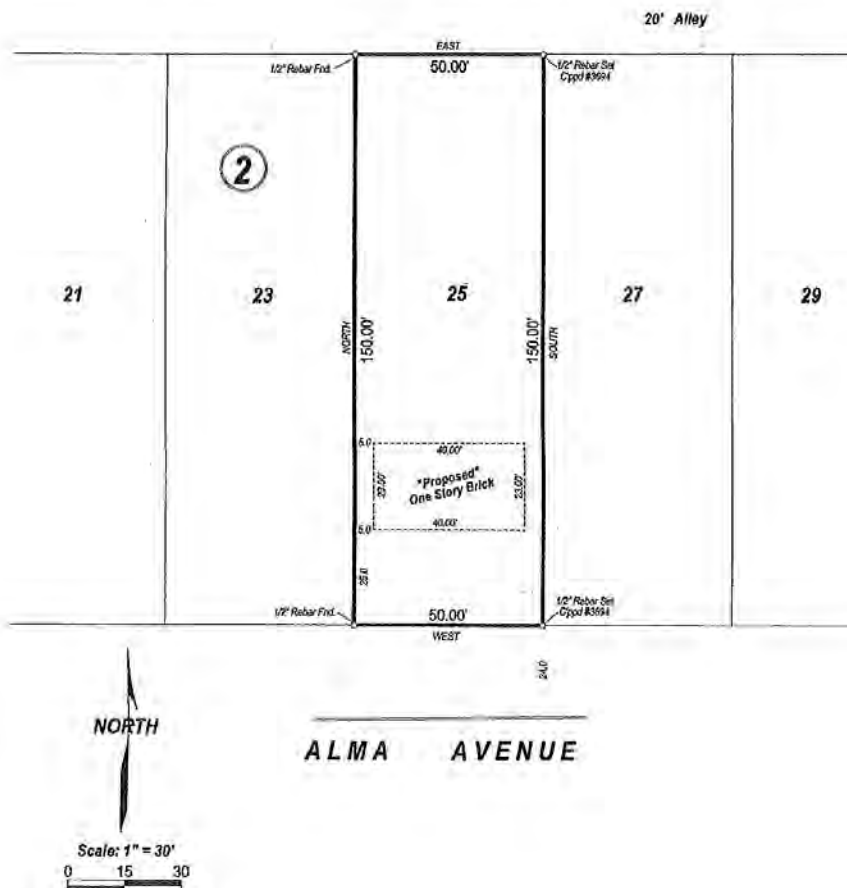
Milam Heights Addition
 Lot: 25/Blk: 2
 1917 Alma Avenue
 Sherman, TX

DATE:
2-26-13
 DRAWN BY:
RS

Tony Miller
CONSTRUCTION



HERITAGE
 HOME PLANS
 www.hiplans.com
 Mobile: 214-335-3248



SITE PLAN

OF
Lot TWENTY FIVE (25), Block TWO (2), MILAM HEIGHTS ADDITION
to the City of Sherman, Texas as shown by plat of record in
Volume 160, Page 452, Deed Records, Grayson County, Texas.

1917 ALMA AVENUE, SHERMAN, TEXAS

For: DARYL McMAHAN

SARTIN & ASSOCIATES, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS

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



2-20-13

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

SUBCONTRACTOR: TONY MILLER
CONSTRUCTION

DATE ISSUED: 3/05/2013

PERMIT #: 130330

PROJECT ADDRESS: 1917 E ALMA AVE
PARCEL ID:
SUBDIVISION: MILAN HEIGHTS

LOT #: 25
BLK #: 2
ZONE ORD:

ISSUED TO: TONY MILLER CONSTRUCTION
ADDRESS: PO BOX 476
CITY, ST ZIP: VAN ALSTYNE TX 75495
PHONE:

CONTRACTOR: TONY MILLER CONSTRUCTION
ADDRESS: PO BOX 476
CITY, ST ZIP: VAN ALSTYNE TX 75495
PHONE:

PROP USE: SINGLE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION
VALUATION: \$ 62,000.00
OCCP TYPE: SINGLE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME
CONSTRUCTION

SQ FT: 938.00
BEDROOMS: 2

BATHROOMS: 1.5
STORIES: 1

FEE CODE
BLD10

DESCRIPTION
RESIDENTIAL STORMWATER MGMT

AMOUNT
\$ 25.00

TOTAL \$ 25.00

NOTES:

NOTICE

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

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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

3/14/13
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

3/15/13
DATE


(APPROVED BY) BUILDING & ZONING

3/18/13
DATE

1917 E. Alma





1917 E. Alma

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 103 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5756**

**Authorizing Execution of an Agreement with Mario Tobar
for the Abatement of Ad Valorem Property Taxes for the Construction
of a New Single-Family Residence at 1912 East Alma Avenue**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 1912 East Alma Avenue.

Background

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

Origination

Mario Tobar, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$240.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5756
Residential Tax Abatement Agreement
Application
Warranty Deed
Site Plan
Building Permit Application
Photo
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5756

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH MARIO TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1912 EAST ALMA AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Mario Tobar and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Mario Tobar for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1912 East Alma Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the _____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2013, and continuing for tax years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021

and 2022, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2013, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2013	100%
2014	100%
2015	100%
2016	100%
2017	100%
2018	100%
2019	80%
2020	60%
2021	40%
2022	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022, as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 1912 East Alma Avenue, Sherman, Texas, and as more particularly described by the following:

BEING Lot 24, Block 1, Milan Heights Addition

V.

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

VI.

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

VII.

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

VIII.

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

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

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

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2013.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
MARIO TOBAR

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
MARIO TOBAR

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

**THE STATE OF TEXAS §
COUNTY OF GRAYSON §**

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

GIVEN UNDER MY HAND and seal of office this ____day of _____, 2013 A.D.

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

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

Property Owner:

Name: Mano Tobar

Mailing Address: 1308 Pintail Dr Sherman TX 75092

Telephone Number: (903) 816-0416

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 1912 E. Alma St Sherman TX 75090

Summary Legal Description: Lot: 24 Block: 1 Addition: Milton Heights

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

Improvements:

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

Estimated Value of Improvements: \$80,000

Estimated Date of Start of Construction: 03/04/13

Estimated Date of Completion of Project: 05/04/13

Description of Project: _____

Single family Resident

Applicant(s): [Signature]

Date: 02/14/13

Date: _____



70 2012 00022172

Grayson County
Wilma Bush
Grayson County Clerk
Sherman, Texas 75090

Instrument Number: 2012-00022172

As

Recordings

Recorded On: November 01, 2012

Parties: MERAZ LEONEL

To TOBAR MARIO

Billable Pages: 2

Number of Pages: 4

Comment: WD

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Recordings	20.00
Total Recording:	20.00

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

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

File Information:

Document Number: 2012-00022172

Receipt Number: 364960

Recorded Date/Time: November 01, 2012 10:43:48A

Book-Vol/Pg: BK-OR VL-5202 PG-902

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

CHAPIN TITLE CO., INC.

620 N. TRAVIS ST.

SHERMAN TX 75090



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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

Bk Vol Ps
00022172 OR 5202 903

230240

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

General Warranty Deed

Date: Oct 31, 2012

Grantor: LEONEL MERAZ

Grantor's Mailing Address:

1701 Laurel Ln
Plano, TX 75074

Grantee: MARIO TOBAR

Grantee's Mailing Address:

1300 Pintail Dr
Sherman, TX 75092

Consideration:

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

Property (including any improvements):

BEING LOTS 22 AND 24, BLOCK 1, MILAM HEIGHTS ADDITION TO THE CITY OF SHERMAN, TEXAS, AS PER PLAT OF RECORD IN VOLUME 160, PAGE 432, DEED RECORDS, GRAYSON COUNTY, TEXAS.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2012, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

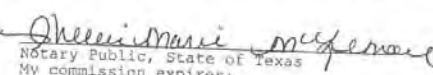

LEONEL MERAZ

STATE OF TEXAS

COUNTY OF Grayson

This instrument was acknowledged before me on October 30, 2012, by LEONEL MERAZ.




Notary Public, State of Texas
My commission expires:

00022172 OR 5202 905

Filed for Record in:
Grayson County

On: Nov 01, 2012 at 10:43A

As a
Recording

Document Number: 00022172

Amount: 20.00

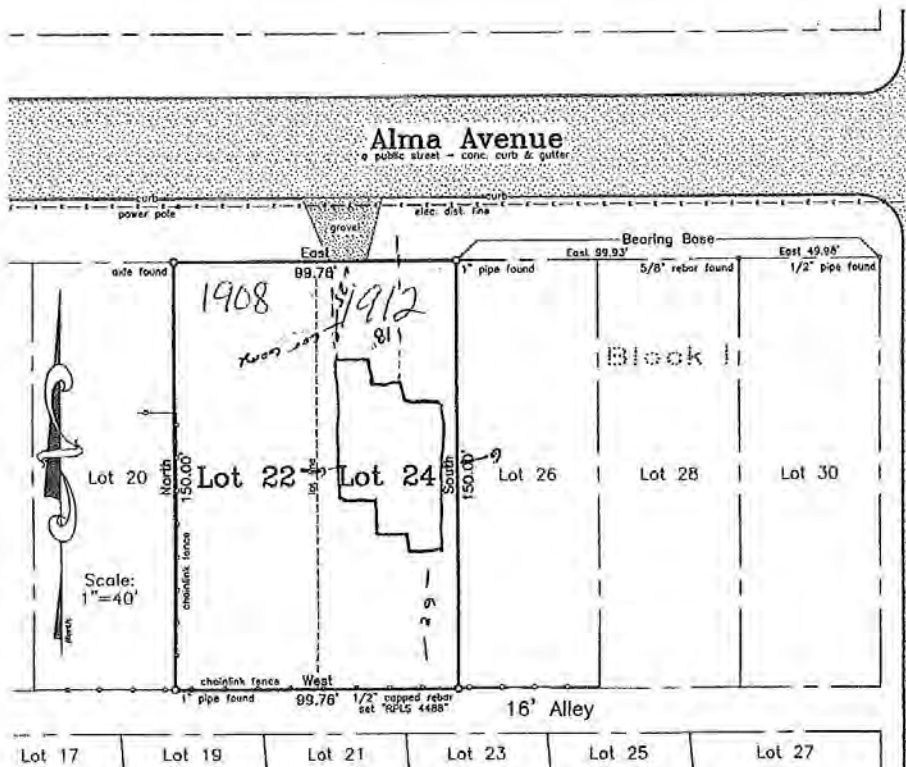
Receipt Number - 364960

By:
GAIL WHITE

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

Nov 01, 2012

Willam Bush, Grayson County Clerk
Grayson County



Owner: Leonel Meroz
 Buyer: Mario Tobar
 Address: 1908 E. Alma Avenue
 Sherman, Texas

This survey is for the sole benefit of the transaction by and between the owner and buyer stated at left, the buyer's Mortgage Co./Lender and Chapin Title Co. and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that the above plat was prepared from a survey made on the ground of Lots 22 and 24, Block 1, Millam Heights Addition to the City of Sherman, Texas, as per plat of record in Volume 160, Page 452, Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 F, Revised Date: September 29, 2010.

Billy F. Helvey
 Billy F. Helvey, R. P. L. S. No. 4488
 Copyright Date: October 25, 2012

Helvey & Associates Surveying, Inc.
 222 W. Main St.
 Denison, Texas 75020
 Ph (903) 463-6191 Fax (903) 463-4088

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 130232 SUBCONTRACTOR: ROBERTO DIAZ DECIGA DATE ISSUED: 2/14/2013

PROJECT ADDRESS: 1912 E ALMA AVE
PARCEL ID:
SUBDIVISION: MILAM HEIGHTS

LOT #: 24
BLK #: 1
ZONE ORD:

ISSUED TO: MARIO TOBAR
ADDRESS: 1912 E ALMA AVE
CITY, ST ZIP: SHERMAN TX 75090
PHONE:

CONTRACTOR: ROBERTO DIAZ DECIGA
ADDRESS: 428 CR #1330
CITY, ST ZIP: MT PLEASANT TX 75455
PHONE: 903-380-0811

PROP. USE: SINGLE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION
VALUATION: \$ 75,000.00
OCCP TYPE: SINGLE FAMILY RESIDENTIAL
CNST TYPE:

SQ FT: 1,742.00
BEDROOMS: 3
BATHROOMS: 2
STORIES: 1

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

NOTES:

NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

2/14/13
DATE

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

2/26/2013
DATE

(APPROVED BY) BUILDING & ZONING

3/7/13
DATE

1912 E. Alma



1912 E. Alma

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 86 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5757**

**Awarding a Bid to and Authorizing Execution of a Contract with HD Supply
for the Purchase of Water Meters for the Utility Billing Department**

Issue

To consider the award of bid to HD Supply of Royse City, Texas, for the purchase of water meters for Sherman's Automated Meter Reading System

Background

A request for bids was publicly advertised; and seven (7) bids were received and opened on March 4, 2013, as noted in the attached bid tabulation (Exhibit "C"). The lowest qualified bid for the purchase of water meters meeting City specifications was HD Supply of Royse City, Texas.

Origination

Department 7711, Utility Billing

Financial Consideration

Funds are budgeted for fiscal year 2012-2013 in the amount of \$265,000 for the purchase of water meters under two inches (2") in size.

Staff Recommendation

It is recommended that the City Council award the bid to HD Supply of Royse City, Texas, the lowest bidder that met City specifications; and authorize the City Manager to execute the contract documents.

Alternatives

As may be directed by City Council

Attachments

Resolution No. 5757

Contract

HD Supply Bid/Pricing Specifications (Exhibit "A")

Bid Specifications (Exhibit "B")

Bid Tabulation (Exhibit "C")

Bid Evaluation (Exhibit "D")

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5757

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH HD SUPPLY FOR THE PURCHASE OF WATER METERS FOR THE UTILITY BILLING DEPARTMENT; 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 HD Supply of Royse City, Texas, is hereby awarded the bid for the purchase of water meters for the Utility Billing Department; 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 HD Supply of Royse City, Texas, for the supply of water meters, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



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:

HD Supply-Royse City
Name
6959 State Hwy. 276
Address
Royse City, Tx. 75189
City, State, Zip
972-635-2722
Telephone
steve.gill@hdsupply.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:

Meters

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), specifications and requirements submitted in answer to CITY'S REQUEST FOR BIDS are incorporated herein and are part of this contract. 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. The price agreement shall be for an initial period of one (1) year with the option to renew for four additional one (1) year periods.

DURATION: From 3-1-2013 to 3-30-2014

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. Email invoices are preferred; email to angelag@clsherman.tx.us with a cc: tonim@clsherman.tx.us. Invoices may also be 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 or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the package slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with 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 warrants 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 is sued 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 affected 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 or 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-PAROLE 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.

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:

(Signature)

Chad Shearer-Manager
(Type/Print Name and Title/Position)

6959 State Hwy. 276
(Address)

Royse City, Tx. 75189
(City, State, Zip)

ATTEST:

BY: _____
GEORGE OLSON,
CITY MANAGER
220 W. MULBERRY
SHERMAN, TEXAS, 75080

ATTEST:

APPROVED:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
BRANDON SHELBY
CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, INC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30305
Attn: HDSupply.cerrequest@marsh.com or fax 212.946.1142
770978-HD-QAWX-12-13

INSURED
HD SUPPLY, INC.
CUMBERLAND CENTER II
3100 CUMBERLAND BOULEVARD
ATLANTA, GA 30339

CONTACT

NAME:

PHONE:

FAX:

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

ATL-003188270-01

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
D GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO. ☐ LOC		GL 714R353	08/01/2012	08/01/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA. ACCIDENT) \$ 250,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADW. INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DEF. ☐ RETENTION \$					COMBINED SINGLE LIMIT (EA. ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Indicate in HQ) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUS: ☐ FULL ☐ PARTIAL TOTAL ☐ ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: WATER METER BLDG - NO. 2013-03

CERTIFICATE HOLDER

CITY OF SHERMAN
P.O. BOX 1106
SHERMAN, TX 75091-1106

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manish Mukherjee

Manish Mukherjee

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AGENCY CUSTOMER ID: 775978

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA, INC.		NAME OF INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

HD SUPPLY INSUREDS

HD Supply, Inc. Entity List
 HDS Investment Holding, Inc.
 HDS Holding Corporation
 HD Supply, Inc.
 HD Supply Holdings, LLC
 HD Supply OP & Management, Inc.
 HD Supply Management, Inc.
 HD Supply Support Services, Inc.
 Braselton Holdings II, Inc.
 Braselton Holdings I, Inc.
 Cox Lumber Co.
 Creative Touch Interiors, Inc.
 HD Supply Canada Inc
 HD Supply Charitable Fund, Inc.
 HD Supply Construction Supply Group, Inc.
 HD Supply Construction Supply, Ltd.
 HD Supply Distribution Services, LLC
 HD Supply Facilities Maintenance Group, Inc.
 HD Supply Facilities Maintenance, Ltd.
 HD Supply Electrical, Ltd.
 HD Supply Fasteners & Tools, Inc.
 HD Supply Repair & Remodel, LLC
 HD Supply Utilities Group, Inc.
 HD Supply Utilities, Ltd.
 HD Supply Waterworks Group, Inc.
 HD Supply Waterworks, Ltd.
 HD Builder Solutions Group, LLC
 HDS IP Holding, LLC
 HSI IP, Inc.
 Madison Corner, LLC
 NHDSA LLC
 NHDSA Holding, LLC
 Puh Eng, LLC
 ProValue, LLC
 Sunbelt Supply Canada, Inc.
 White Cap Construction Supply, Inc.
 Vittoria Bros. Lumber Company, LLC
 HD Supply International Holdings, Inc.
 HD Supply International Holdings II, LLC
 HD Supply (Hong Kong) Limited
 HD Supply India Private Limited
 HD Supply (Shenzhen) Company Limited
 Pro Canadian Holdings I, LLC
 Sobell Supply Southwest, S.A. de C.V.
 Amerite LLC

AGENCY CUSTOMER ID: 775878

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA, INC.		NAMED INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AP RE LLC
QCP America Colvest Inc.
Peachtree Business Products LLC
Varsity AP Holding Corporation
Varsity AP Holdings LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 08/30/2012 forms a part of

Policy No. GL 714-83-53 issued to HD SUPPLY, INC

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the insurer,

the insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holder within [30] days after the First Named Insured provides such information to the insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the insurer.

Proof of the insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

107414 (03/11)

Mirza D. Ali
Authorized Representative

Exhibit "A"

PRICING SPECIFICATIONS

- City departments will place orders on an "as-needed" basis.
- The City of Sherman is EXEMPT from all taxes allowed by local, state, or federal law.
- All items should be quoted FOB destination, City of Sherman, 2212 N Alexander St, Sherman, TX 75091.
- Bidder must guarantee a maximum of forty-five (45) days delivery after receipt of an order.

Can you comply? Yes ☒ No ☐

If delivery time is exceeded, \$100 per calendar day may be assessed as liquidated damages unless a waiver of this requirement is approved by the City of Sherman.

ALL METERS AND PARTS MUST MEET LOW LEAD REQUIREMENTS, AS DESCRIBED IN THE AMENDEDMENT TO THE FEDERAL SAFE DRINKING WATER ACT (SB 3874).

Item	Description	Manufacturer	Model	Unit Price	Total Price	Delivery Time (#Days)
1	5/8" x 1/2" Positive displacement water meter with absolute encoder register and ITRON in-line connector	Neptune	T-10 Pro Read	\$ 77.00	770,000.00	40
2	5/8" x 3/4" Positive displacement water meter with absolute encoder register and ITRON in-line connector	Neptune	T-10 Pro Read	\$ 77.00	777,000.00	40
3	3/4" x 3/4" Short positive displacement water meter with absolute encoder register and ITRON in-line connector	Neptune	T-10 Pro Read	\$ 99.14	19,828.00	40
4	3/4" x 3/4" Long positive displacement water meter with absolute encoder register and ITRON in-line connector	Neptune	T-10 Pro Read	\$ 99.14	19,828.00	40
5	LP model, 5/8" x 1/2" positive displacement water meter with absolute encoder register and ITRON in-line connector	NA	NA	NA	NA	NA

6	LP model, 5/8" x 3/4" positive displacement water meter with absolute encoder register and ITRON in-line connector	NA				
7	LP model, 3/4" x 3/4" short positive displacement water meter with absolute encoder register and ITRON in-line connector	NA				
8	LP model, 3/4" x 3/4" long positive displacement water meter with absolute encoder register and ITRON in-line connector	NA				
9	1" Positive displacement water meter with absolute encoder register and ITRON in-line connector	Neptune	T-10 Pro Read	\$ 134.52	\$ 33,630.00	
10	1 1/2" Positive displacement water meter with absolute encoder register and ITRON in-line connector	Neptune	T-10 Pro Read	\$ 314.20	\$ 3,142.00	
11	1 1/2" Turbine water meter, with absolute encoder register, with test port, and ITRON in-line connector	Neptune	HPT	\$ 567.60	\$ 2,838.00	
12	1 1/2" Turbine water meter, with absolute encoder register, without test port, and ITRON in-line connector	Neptune	HPT	440.65	940.68	
13	2" Positive displacement water meter with absolute encoder register, with test port, and ITRON in-line connector	Neptune	T-10 Pro Read	\$ 421.20	\$ 2,106.00	
14	2" Turbine water meter, with absolute encoder register, with test port, and ITRON in-line connector	Neptune	HPT	\$ 630.02	\$ 3,150.10	
15	1 1/2" Oval Strainer	NA		\$	\$	
16	1 1/2" Oval Meter Flange Set	Matco		\$ 40.00	\$ 40.00	
17	2" Oval Strainer	NA				
18	2" Oval Meter Flange Set	Matco		\$ 42.00	\$ 42.00	
19	1 1/2" Bronze Oval Strainer	NA		\$	\$	
20	1 1/2" Bronze Oval Meter Flange Set	Matco		\$ 42.00	\$ 42.00	

EXCEPTIONS TO THE SPECIFICATIONS:

Please list any exceptions to the specifications on this page. Please be specific by referencing the page and item number that you are taking exception to. If you need additional space use a blank page/s, mark the page/s "ADDITIONAL EXCEPTIONS" and include with your bid. If no exceptions are listed the City will assume you can meet all of the specifications listed within this bid.

ITEM# 5 EXCEPTION: No LP Meters

ITEM# 6 EXCEPTION: " "

ITEM# 7 EXCEPTION: " "

ITEM# 8 EXCEPTION: " "

ITEM# 15 EXCEPTION: 1.5 Intregal conical strainer on inlet side

ITEM# 17 EXCEPTION: All 2" come with integral conical strainer on inlet side

ITEM# 19 EXCEPTION: All 1 1/2" come with integral conical strainer on inlet side

ITEM# _____ EXCEPTION: _____

ITEM# _____ EXCEPTION: _____

ITEM# EXCEPTION:

ITEM# _____ EXCEPTION: _____

ITEM# EXCEPTION:

ITEM# EXCEPTION:

ITEM# _____ EXCEPTION: _____

ITEM# _____ EXCEPTION: _____

ITEM# _____ EXCEPTION: _____

ITEM# _____ EXCEPTION: _____

ITEM# EXCEPTION:

ADDENDUMS:

The bidder acknowledges receipt of the following Addenda: (If you have not received any Addenda then write NONE across the blanks). If you have received Addenda then write beside the appropriate Addenda number the date received. ALL ADDENDA RECEIVED SHOULD BE ATTACHED TO THE BID.

ADDENDUM # 1 _____

ADDENDUM # 2 _____

ADDENDUM # 3 _____

VENDOR TERMS AND CONDITIONS:

VENDOR PAYMENT TERMS: Net 30

VENDOR LEAD TIMES: 40 Days

VENDOR PAYMENT TERMS: Net 30

COMPANY NAME/ADDRESS AND REPRESENTATIVE CONTACT NUMBERS:

COMPANY NAME: HD Supply

ADDRESS: 6959 State Hwy. 276 Royse City, Tx. 75189

COMPANY
REPRESENTATIVE
NAME: Steve Gill

TELEPHONE #: 972-635-2722

FAX #: 972-635-9325

EMAIL: steve.gill@hdsupply.com

BIDDERS CERTIFICATION:

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

OUR company is a (Check One):

Corporation ☒ (The bid MUST be signed by an Officer of the company)
Partnership ☐ (The bid MUST be signed by a General Partner)
Joint Venture ☐ (The bid MUST be signed by an Officer of the company)
Sole Proprietor ☐ (The bid MUST be signed by the Owner)

COMPANY NAME:

COMPANY NAME (TYPED/PRINTED):

HD Supply

COMPANY ADDRESS (TYPED/PRINTED):

6959 State Hwy. 276

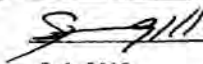
CITY/STATE/ZIP (TYPED/PRINTED):

Royse City, Tx. 75189

AUTHORIZED COMPANY REPRESENTATIVE PLEASE SIGN BELOW:

NAME (TYPED/PRINTED): Steve Gill

SIGNATURE:



DATE:

3-1-2013

Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provisions of this Invitation to Bid. When an award letter is issued, it becomes a part of this contract. Contract is not valid until a Purchase Order is issued.

Exhibit "B"

CITY OF SHERMAN SPECIFICATION FOR WATER METERS

SCOPE

To obtain an agreement for the purchase of water meters with absolute encoder registers and ITRON waterproof in-line factory potted connectors for use with the 60w and 100w ITRON Automated Meter Reading Electronic Radio Transmitter (ERT), utilized by the City of Sherman Utility Billing Department in the metering and recording of water usage.

INTENT

It is the intent of this specification to provide water meters for distribution, metering and recording of usage of water.

EQUIPMENT MANUFACTURERS

All water meter bids shall be type and/or model specified or City approved equal. The City of Sherman shall have the sole responsibility of determining City approved equals. The City of Sherman will accept bids from the following manufacturers: Badger, Hersey, Neptune, and Sensus Water Meters. If bidding a meter not listed, it must be approved by the Utility Billing Manager prior to submitting the bid. Consideration of a meter not listed must be submitted to the City by noon on February 20, 2013 for pre-approval; requests, including detail information of your proposed meter, should be emailed to maryl@ci.sherman.tx.us. Only meters assembled and tested in the United States shall be accepted.

Water meters must have an absolute encoder register, be compatible with the ITRON 60w and 100w endpoints to interface with the existing ITRON MVRS automated meter reading system and to communicate with existing ITRON MVRS automated meter reading handheld and mobile collections systems.

COLD WATER METERS SPECIFICATION

GENERAL

Classification and Scope

Classification: This specification covers a contract for cold-water meters ranging in sizes 5/8" x 1/2" to 2". All water meter registers will be an absolute encoder design and have glass lens and copper or stainless steel case, capable of providing electronically encoded meter information to meet the City's current and future water meter data needs. Except as otherwise modified or supplemented herein, the latest revision of AWWA Standard C700 "AWWA Standard for Cold Water Meters - Displacement Type" and AWWA Manual M6 shall govern the materials, design, construction, manufacture and testing of all meters furnished under this specification. Standard flows apply.

Included herein are minimum requirements which are intended to govern in general the size and type required. There will be a bid for each size meter.

It is the intent of the City of Sherman to minimize the repair of any meters furnished and maximize the reliability of automated meter reading performance. All meters and electronics furnished shall be new, first line quality, for cold water service. Except as otherwise modified or supplemented herein, meters must be positive displacement of the oscillating piston or nutating disc type. Neither multi-jet nor single jet meters are acceptable under this specification.

Applicable Specifications and Requirements

All meters shall meet or exceed AWWA Standard C700 and C701 latest revision and the minimum specifications herein.

All meters must be ANSI/NSF61 certified.

All meters must be low lead, complying with the rule as specified in the amendment to the Safe Drinking Water Act (SB 3874).

All meters must have absolute encoder registers. Encoder register shall provide value added flow data including leak, tamper and back flow detection when connected to a compatible radio frequency transmitter.

All meters shall have the ability to mount and connect to a radio frequency transmitter providing a communication link for the transmission of information from the register.

All meters shall be certified by ITRON, Inc as compatible with ITRON'S water ERT module.

All meters must utilize the ITRON in-line connector.

Each meter shall include a stainless steel strainer or a strainer of a suitable non-corrosive material. It shall fit snugly to the casing and shall be rigid, easy to remove and have an effective straining area at least two times that of the main case inlet.

All external nuts, bolts and washers shall be bronze or other non-corrosive material.

The overall length of meters, face to face spuds and flanges, shall be as follows:

5/8" x 1/2"	7 1/2" external screw ends
5/8" x 3/4"	7 1/2" external screw ends
3/4" x 3/4" Short	7 1/2" external screw ends
3/4" x 3/4" Long	9" external screw ends
1"	10 3/4" external screw ends
1 1/2"	13" face to face of flange
2"	17" face to face of flange

Manufacturer's meter serial number shall be individual and shall not be duplicated.

Additional Requirements for 1 1/2" and 2" Meters

Main case connections shall be flanges of the oval type. Gaskets (2) shall be SBR (red rubber) drop-in gaskets with matte or cloth faced finish. Flange bolts (4) and nuts (4) are to be zinc.

Meters shall be supplied with oval flanges; alternate pricing is requested for the meter without the flange.

Pricing to include meters with and without a test port as defined on the Pricing Specification sheet.

Additional Requirements for 1 1/2" and 2" Turbines

This specification covers cold-water class II turbine type NSF 61. Class II meters are the in-line, horizontal axis, high-velocity type turbines characterized by lower head loss and a wider normal operating flow range than class I models.

Except as otherwise modified or supplemented herein, the latest revision of AWWA C701 "Cold-water meters-turbine type, for Customer Service" shall govern the materials, design, construction, manufacturer and testing of all meters furnished under this specification. Standard flows shall apply. Direction of flow and meter size shall be cast in raised letters on main case.

Pricing to include meters with and without integral strainers.

Registers

As used in these specifications, the term "Sealed Register" shall mean a register that is tamper proof, factory sealed, non-shop repairable, permanently hermetically sealed against fogging, moisture and corrosion, and mechanically disconnected from the measuring components.

All registers must include an ITRON waterproof in-line connector, factory potted for connection to ITRON ERT modules.

The meter register shall be an absolute encoder design and be a "sealed register" type with straight reading indicator in U.S. gallons.

The register shall be furnished with a low flow (leak) indicator and a sweep test hand that conforms to the latest revision of AWWA Standard C700 and C701.

All meter registers shall have six (6) active number wheels. Meter registers shall have 1's, 10's, and 100's wheels numbered in white on a black field and the 1000's and above wheels numbered in black on a white field. The register face shall have an index circle located on the outer periphery with a center sweep test hand.

Registers for given manufacturer, model and size shall be interchangeable.

The lens shall be of a high-strength, heat-tempered or impact resistant glass. The lens shall be encased in a copper or stainless cup sealed with a rubber gasket to provide a heretically-sealed envelope.

The register should accumulate and register consumption without connecting to a receptacle or transmitter.

Strainers

Each meter shall include a stainless steel strainer or a strainer of a suitable non-corrosive material. It shall fit snugly to the casing and shall be rigid, easy to remove and have an effective straining area at least two times that of the main case inlet. If not integral with the main casing, all connecting hardware shall be provided.

Test Requirements

The manufacturer shall supply the test results of each meter purchased.

The City reserves the right to test all meters in accordance with AWWA Standard C700 and C701 (latest revision). Any meter that fails this test will be returned to the manufacturer freight collect, and the manufacturer shall replace the defective meter with new a new meter, freight prepaid. If more than 5% of any lot of meters tested fails to meet specifications, the City reserves the right to terminate the contract.

Guarantees

The manufacturer shall unconditionally guarantee the meters as follows:

The local register will operate accurately and free from moisture condensation for a period of fifteen (15) years.

The new meters furnished under this contract will meet the required new meter accuracy standards as established by AWWA Standard C700 and C701 (latest revision).

If a meter or meter components become defective within the warranty period, the manufacturer shall repair or replace the defective meter with a meter that meets specifications. The defective meter or component will be returned to the manufacturer freight collect, and the manufacturer shall replace the meter or components freight prepaid.

Bidders shall provide for consideration their proposed prices and their guarantees, as follows:

- a. Unit price of these meters (including AMR absolute encoder register pre-programmed to the meter and in-line connector for an ITRON ERT) under these specifications and executed written agreement signed by the officer of the company providing guarantees as outlined herein, or any additional features being offered in connection with guarantees.
- b. For all meter sizes, unit price for meter, delivered with a weather seal at the connector.
- c. For 1 1/2" and 2" meters, an alternate pricing for units delivered without flanges (base bid includes one flange)
- d. For 1 1/2" meters, alternate pricing for meters with a test port.
- e. For 2" meters, all pricing to include meters with a test port.

The meters will be accepted when accompanied by a certificate furnished by the manufacturer attesting the meters supplied meets these specifications.

Any failure to specify exceptions will be basis for disqualification.

DEMONSTRATION OR SAMPLES

The City may require a demonstration of any item being bid as an equivalent at no expense to the City. When requested, samples shall be furnished free of expense to the City of Sherman.

WARRANTY

All equipment shall include standard manufacturer's warranty. A summary of warranty must be attached to bid sheet. Successful bidder shall warrant that all items/services shall conform to the proposed specifications and be free from all defects in material, workmanship and title.

APPROXIMATE USAGE

Estimated annual quantities are given for water meters. Approximate usage does not constitute an order, but only implies the probable quantity the city may use.

The City reserves the right to increase or decrease the quantities listed as deemed to be in the best interest of the City at no additional cost to the City. Orders will be placed on an as-needed basis.

WATER METERS NOT HEREIN LISTED

Due to many unforeseen needs the City may require over the contract period, all bidders are required to provide a percentage discount from manufacturer's list price for meters not herein listed in the space provided on the bid sheet. Manufacturer's list price used to calculate cost to the City for any item ordered that is not herein listed shall be the manufacturer's list price that is in effect at the time that the order is placed. Bidder shall list the manufacturer, type of equipment covered by discount and discount from list price. Bidder is to provide a discount from manufacturer's list for each manufacturer represented on your bid submittal. If no discount will be given for a particular manufacturer, place a 0 in the space provided.

PRODUCT CATALOG AND LIST PRICES

Current Product catalog and Manufacturer's list price sheets must be submitted with bid. Successful bidder(s) shall submit Manufacturer's price changes to the City at least seven (7) days prior to effective date of change. Additionally, new product and proposed discontinued product literature shall be submitted to the City at least seven (7) days prior to effective date of change. Specification sheets must be provided for any equipment bid that is to be evaluated by the City as an approved equal.

ORDERS AND INVOICING

Orders will be placed by the Utility Billing Department on an as needed basis. A Purchase Order Number is required for all purchases. All invoices must be clearly marked with Purchase Order Number in order to be processed. Separate invoices will be required for each individual order and shall be mailed to Finance Department.

As a Municipal Government, the City of Sherman is exempt from Federal and State taxes. Taxes shall not be billed. A Tax Exempt Certificate will be issued to successful bidder upon request.

MINIMUM ORDER CHARGE

Minimum order charges are strongly discouraged. However, the City of Sherman understands that the cost of processing small orders may cause a disadvantage to some bidders. Therefore, minimum order charges will be allowed but shall also be considered in evaluating the lowest and best bid. Bidder shall note minimum order charge, if applicable, on the bid sheet.

DELIVERY

Deliveries shall be made to the City of Sherman Meter Shop, 2212 N Alexander, Sherman, Texas 75091. Delivery time is an important consideration in the evaluation of the lowest and best bid. Bidder shall state the number of days required to deliver items in the space provided on the bid sheets. Bidder must guarantee a maximum of forty-five (45) days delivery after receipt of an order. Delivery delays beyond the Contract/Purchase Order delivery date result in added expense to the City. The City of Sherman shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the maximum allowed of 45 days. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

SPECIAL DELIVERY

In the event that a rush delivery is required by the ordering department, the additional cost between the standard delivery method and the Special Delivery method may be billed to the ordering department.

Vendor must provide proof of additional cost with the invoice. (ie. Invoice or statement showing the actual cost of the special delivery along with a statement of what the cost would have been for standard delivery.)

TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, delivery and acceptance of projects and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Sherman reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the City.

The City of Sherman reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Sherman reserves the right to terminate the contract immediately in the event the successful bidder:

- fails to meet schedules;
- defaults in the payment of any fees; or
- fails to otherwise perform in accordance with specifications.

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

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

NOTICE: Any notice provided by this bid (or required by law) to be given to the successful bidder by the City of Sherman shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Sherman, Texas by Registered or Certified Mail, with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

Exhibit "D"

Water Meter Bid - Evaluation

Ranking	Price	Vendor	Model	#Delivery days	Exceptions	Info	Test Results	Final
1	\$ 70.78	Performance Mtrs	Zenner				5/8 x 3/4" - High 95.0%, Med 95.0%, Low 97.0%; 1" Unable to test. Would not fit on test bench.	Declining Bid - Tested at 95%, ERT covers portion of reg dials, cannot test 1" meters Reject - Exception listed that all Sensus meters, will not transmit tamper, leak, etc codes unless using Sensus AMI/AMR system. Will only transmit meter # and read.
2	\$ 75.01	Sensus	Accustream	21	Polymer composite body, electronic registers	Reg battery has 20 yr life; ICE- Opto reg has 8-dials.	5/8 x 3/4" - High 100.0%, Med 100.0%, Low 99.0%	
3	\$ 77.00	HD Supply	Neptune	40		Bronze alloy body, Good quality inline connector	5/8 x 3/4" T10 - High 100.0%, Med 100.0%, Low 98.0%; 5/8 x 3/4" Encoded Reg - High 99.0%, Med 100.0%, Low 99.0%	Recommended Award of Bid
4	\$ 84.44	Ferguson	Hersey	Not listed	Polymer composite body	Rigid inline connector Good quality inline connector. Bid on wrong line item - LP & Reg	5/8 x 3/4 - High 99.0%, Med 100.0%, Low 100.0%	Reject - No bid on turbine meters. Did not bid any alloy bronze meters. Composite body meters only have 2-yr history installed.
5	\$ 118.25	Atlas	Badger	21-28			5/8 x 3/4" - High 99.1%, Med 100.7%, Low 98.8%	Reject - pricing much higher. Per rep, to meet requirement for cost to include shipping he would have to deliver orders.
6	\$ 135.81	Sensus	lpearl	21	Polymer composite body, electronic registers	9-digit elec regs. No removable reg. if reg bad, entire meter to be replaced.	3/4" Short - High 99.0%, Med 99.0%, Low 99.0%	Reject - Exception listed that all Sensus meters, will not transmit tamper, leak, etc codes unless using Sensus AMI/AMR system. Will only transmit meter # and read.
7	\$ 140.00	Sensus	SR2	21			5/8 x 3/4" - High 100.0%, Med 100.0%, Low 99.0%	Reject - Exception listed that all Sensus meters, will not transmit tamper, leak, etc codes unless using Sensus AMI/AMR system. Will only transmit meter # and read.

*Using 5/8 to 3/4" meter sizes



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5758**

**Awarding a Bid to and Authorizing Execution of a Contract with
Ashton Garden Landscape Design for the 2013 Public Works Mowing Program**

Issue

To consider awarding a bid and authorizing execution of a contract with Ashton Garden Landscape Design for the annual mowing of street rights-of-way and other City properties

Background

A consolidated request for all street rights-of-way and field mowing bids was advertised in the local newspaper and, on March 12, 2013, two bids were received and opened. Ashton Gardens Landscape Design of Van Alstyne, Texas, was the low responsive bidder. The work was bid as an annual contract with the option for two (2) additional one (1) year renewals. The contract is for a not-to-exceed annual amount of \$46,455.00 and allows the City flexibility in lowering the total cost by decreasing mowing cycles based on weather and budget constraints. The \$46,455.00 contracted price is approximately \$15,000.00 lower than the second bid and approximately \$9,000.00 lower than the previous contract.

Origination

Department of Public Works

Financial Consideration

Funds have been budgeted this year to cover the contract amount.

Staff Recommendation

Award a bid and authorize the City Manager to sign a contract with Ashton Garden Landscape Design of Van Alstyne, Texas.

Alternatives

As may be recommended by the City Council

Attachments

Resolution No. 5758

Contract

Prepared by:
Don Keene, Director of Public Works

Approved by:
George Olson, City Manger

RESOLUTION NO. 5758

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ASHTON GARDEN LANDSCAPE DESIGN FOR THE 2013 PUBLIC WORKS MOWING PROGRAM; 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 Ashton Garden Landscape Design of Van Alstyne, Texas, is hereby awarded the City of Sherman's 2013 Public Works Mowing Program, in accordance with all bid documentation attached hereto and incorporated herein for all purposes.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with Ashton Garden Landscape Design for the 2013 Public Works Mowing Program, in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

MOWING CONTRACT

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

THIS CONTRACT, made and entered into by and between the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter referred to as "**CITY**", and **ASHTON GARDEN LANDSCAPE DESIGN** of Van Alstyne, Texas, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

WHEREAS, the City desires to enter into an agreement with **CONTRACTOR** for the 2013 Public Works Mowing Program; and

WHEREAS, **CONTRACTOR** has submitted a reliable and responsible bid proposal for such mowing and maintenance;

NOW, THEREFORE, in consideration of the compensation to be paid the **CONTRACTOR** and the mutual covenants contained herein, the parties agree as follows:

INDEPENDENT CONTRACTOR

CONTRACTOR is and throughout this Contract shall remain an **INDEPENDENT CONTRACTOR** and as such is the sole judge on how to perform the work required under this Contract.

STATEMENT OF WORK

Reference is hereby made to specifications and requirements of the Request for Proposal (RFP) prepared by **CITY** and the Bid Proposal submitted by the **CONTRACTOR** on March 12, 2013, in answer to **CITY'S** Request for Proposal. All of the specifications and

requirements of CITY'S Request for Proposal and the CONTRACTOR'S Bid Proposal are attached hereto as Exhibit "A" and made a part of this contract for all purposes.

The work to be performed by CONTRACTOR shall consist of mowing and maintenance of the grassy areas as set forth in CITY'S Request for Proposal and CONTRACTOR'S Bid Proposal. All mowing and maintenance services contemplated by this contract require City Council approval and authorization from the City operating department prior to undertaking the service at the start of the mowing season. Services authorized and approved shall be performed on the frequency specified unless otherwise provided in writing or as otherwise approved in writing by the city operating department. The CITY reserves the right to increase or decrease the frequency of mowing on any and all properties depending upon weather conditions or budget constraints. CONTRACTOR shall present invoices for payment on or before ten (10) calendar days following the completion of the work. The CITY will process payment to the CONTRACTOR within thirty (30) days following receipt of invoice.

Mowing and maintenance shall consist of all requirements identified in the Request for Proposal, including but not limited to pick up of litter, mowing the grass at each site to the specified frequency and height, including trimming around all obstacles, edging of all curbs, walks and borders, pruning of shrubs and trees as needed for mowing convenience, removing of weed growth from walks, curbs and curb-lines, and clean-up of grass left in windrows, curb-lines or in the streets.

INDEMNIFICATION

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND

EXPENSES INCLUDING ATTORNEYS FEES, FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE ACT, OR ANY OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT (HEREINAFTER "CLAIMS"); EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

TERM

The term of this contract shall be for the period of April 8, 2013 through October 31, 2013. However, award of the contract for Option Years One and Two for the period of April 1, 2014 through October 31, 2014, and April 1, 2015 through October 31, 2015, will be contingent upon approval of funds by the City Council for those respective budget years and the desire of the CITY to extend the contract with the CONTRACTOR for additional years. It is understood that time shall be of the essence of this contract.

INSURANCE

CONTRACTOR agrees to furnish a certificate of insurance for General Liability, Auto Liability, and Property Damage coverage during the term of this contract. The CITY shall be named as an additional insured on the General Liability and Property Damage coverages.

CONSIDERATION

In consideration of the work to be performed under this contract, CITY shall pay CONTRACTOR, for a total not to exceed contract price for the Base Year (2013) of FORTY-SIX THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$46,455.00). If CITY and CONTRACTOR mutually agree that the terms and conditions of the existing contract are acceptable, they may renew the contract for Two Option Years. Payments are conditional upon budget approval for Option Years One and Two.

GENERAL PROVISIONS

All work to be performed hereunder shall be done in a good, workmanlike and timely manner; and the work area shall be left in a clean and orderly condition so as to receive the approval of CITY. All work shall be done in such a manner as to cause the least amount of interference with traffic flow.

CONTRACTOR'S personnel shall wear safety equipment, to include reflective safety vests and eye protection. CONTRACTOR shall ensure that proper safety devices are used on all equipment to minimize the risk of injury or damage to property from rocks or other flying debris.

CITY reserves the right to terminate this contract at any time upon thirty (30) days written notice.

This Agreement may not be changed, revised, or altered except by an instrument in writing duly executed on behalf of CITY and by CONTRACTOR. This agreement shall be construed in accordance with the laws of the State of Texas and shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN TESTIMONY WHEREOF, this instrument in duplicate originals of equal force
has been executed on behalf of ASHTON GARDENS LANDSCAPE DESIGN, on this the
_____ day of _____, 2013, and by the CITY OF SHERMAN, by
its City manager and attested by its City Clerk, on this the _____ day of
_____, 2013.

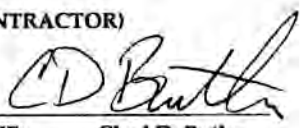
CITY OF SHERMAN

BY: _____
NAME: GEORGE OLSON
TITLE: City Manager
ADDRESS: 220 W. Mulberry Street
Sherman, Texas 75090

ATTEST:

BY: _____
NAME: Linda Ashby
TITLE: City Clerk

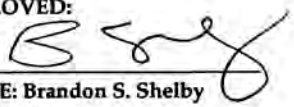
(CONTRACTOR)

BY: 
NAME: Chad D. Butler
TITLE: Owner
ADDRESS: 500 Kelly Lane
Van Alstyne, TX 75495

ATTEST:

BY: _____
NAME: _____
TITLE: _____

APPROVED:

BY: 
NAME: Brandon S. Shelby
TITLE: City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wood Insurance Agency 129 E. Main St. Whitesboro, Tx 76273	CONTACT NAME: Mary Stark PHONE (A/C, No, Ext): 903-564-3269 FAX (A/C, No): 903-564-3564 E-MAIL: woodinsuranceagency@yahoo.com ADDRESS: woodinsuranceagency@yahoo.com
INSURED Chad Butler 500 Kelly Lane Van Alstyne, Tx. 75495	INSURER(S) AFFORDING COVERAGE INSURER A: Mesa Underwriters Specialty Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			ICICL-Y	02/21/13	2/21/14	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Lawn Care

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Binder of Insurance

Pending issuance and delivery of a policy pursuant to the application of the insured and to all the terms and conditions of the policy issued by the company the

State Farm Mutual Automobile Insurance Company

Does hereby insure: APRIL & CHAD BUTLER
500 KELLY LN
VAN ALSTYNE, TX 75495-7103

with loss payable to: INDEPENDENT BANK PO BOX 1007 DENISON TX 75021

Policy Number: 092 7360-C21-43Y

Year	Make	Vehicle Identification Number (VIN)
2007	CHEVROLET SUBURBAN SPORT WG	1GNEK16337J202323

Coverages

Liability	Comprehensive	Collision Ded
1M/1M/1M	\$200	\$500

Effective March 22, 2013, expiring not to exceed thirty (30) days hence and to become void immediately upon the issuance of a policy in place hereof.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Date 3/22 . 13 Sheress Raper
Authorized Representative



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5759**

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. 5759 is needed to replace former Police Chief Tom Watt's name on the current resolution that authorizes specific City officials to sign for special license plates. The resolution should designate George Olson, City Manager; Otis Henry, Chief of Police; and Linda Ashby, City Clerk, as those authorized to sign for special license plates.

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 recommendation that the City Council approve Resolution No. 5759 authorizing City Manager George Olson, Police Chief Otis Henry, and City Clerk Linda Ashby to submit applications for special license plates to the State Department of Highways and Public Transportation on behalf of the City of Sherman.

Alternatives

The Council could designate other officials to sign the documentation.

Attachments

Resolution No. 5759

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

RESOLUTION NO. 5759

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 persons 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:

George Olson, City Manager
Otis Henry, Chief of Police
Linda Ashby, City Clerk

SECTION 3. That Resolution No. 5061 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 _____, 2013.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. D.1

*** REQUEST TO ADVERTISE**

**Repairs to Old Settlers Trinity #1 Water Well, Stephens Trinity #1 Water Well,
and Stephens Woodbine #2 Water Well**

Issue

Consider a request to advertise for bid(s) to repairs to three water wells (Old Settlers Trinity #1, Stephens Trinity #1, and Stephens Woodbine #2)

Background

The pumps on the water wells are failing and need to be pulled and inspected. The pumps will be repaired or replaced as required. Repairs to piping will also be included in the project.

Origination

Department of Utilities Administration

Financial Consideration

Funds for the well repairs are available in the Utility Fund Capital Improvement Program (CIP). Costs for advertising are expected to be less than \$200.00.

Staff Recommendation

It is recommended that the City Council approve this request to advertise for bid(s) to repair these wells.

Alternatives

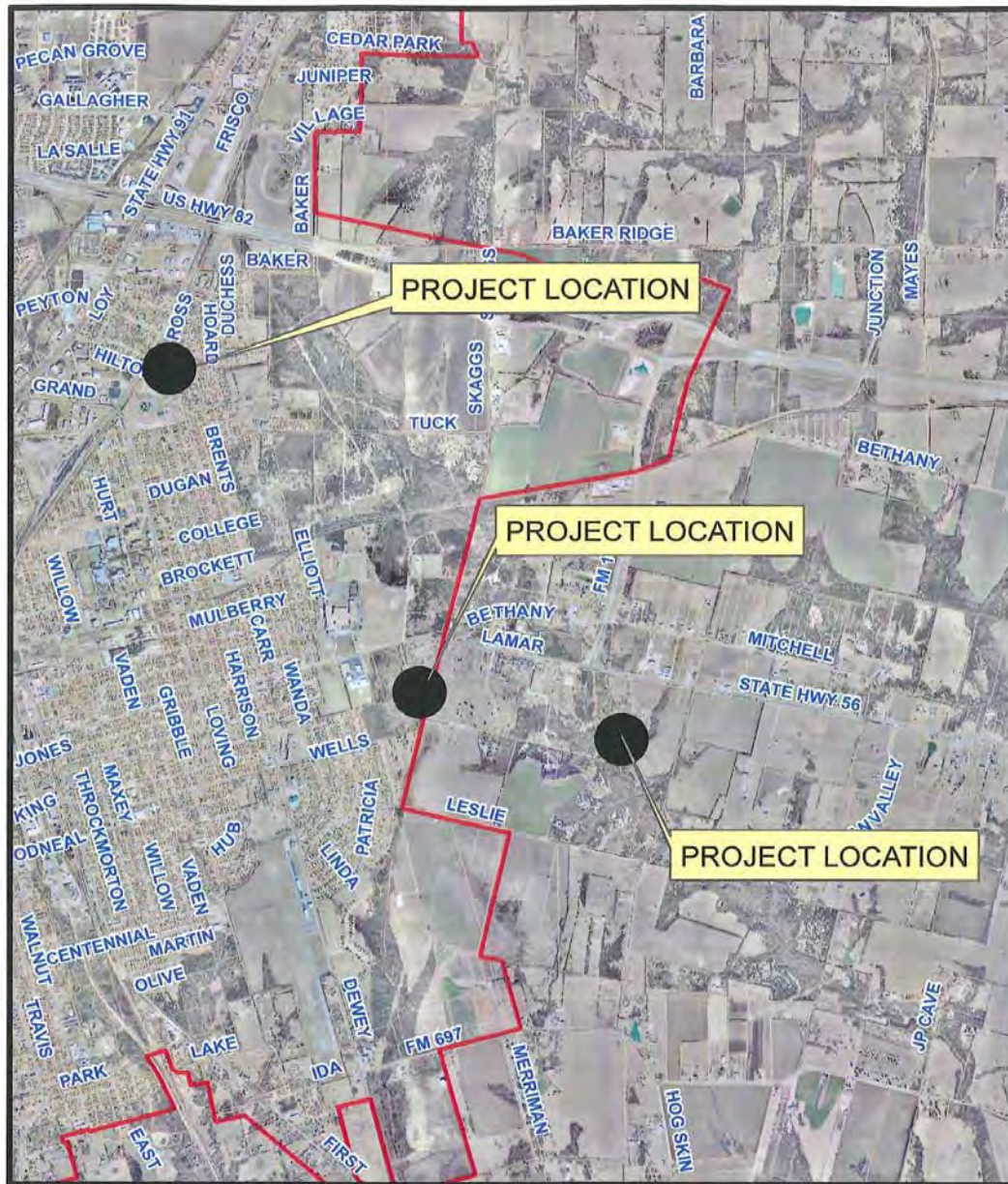
As may be directed by the City Council

Attachments

Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Engineering Department

WATER WELL REPAIRS 2013

0 1,450 2,900 5,800 8,700 11,600 Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. D.2

OTHER BUSINESS

Setting the Public Hearing on the Proposed Agreement with Texas Instruments Incorporated for the Abatement of Ad Valorem Property Taxes for Improvements within Industrial Reinvestment Zone, Number 042013-1, City of Sherman, Texas

Issue

To consider setting a public hearing on a proposed tax abatement agreement for the City Council's regular meeting on Monday, April 15, 2013

Background

The City was approached by Texas Instruments Incorporated (TI) for a tax abatement for warehousing equipment relocated to its Sherman plant from other locations within the company. The equipment would be stored locally until it could be relocated to other facilities, repositioned within the Sherman plant, or otherwise liquidated. TI expects the value of this equipment to be between \$10 and \$300 million and expects the equipment to be on site for up to five years.

The Tax Reinvestment Committee met on Tuesday, March 5, 2013 to consider TI's request and voted to recommend the tax abatement to the City Council and the other taxing entities. Ordinance No. 5770, creating Industrial Reinvestment Zone, Number 042013-1, City of Sherman, Texas, necessary for consideration of this tax abatement, was introduced at the March 18, 2013 Council meeting; and public hearing and adoption is scheduled for this meeting. The City is required by state law to hold a public hearing prior to the adoption of a tax abatement agreement.

Origination

Texas Instruments Incorporated

Financial Consideration

There is no direct cost associated with the public hearing.

Staff Recommendation

The staff recommends that the City Council set a public hearing on the proposed tax abatement agreement for the regular Monday, April 15th Council meeting.

Attachments

None

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. D.3

CITIZEN REQUESTS

The Honorable Carolyn S. Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. D.4

MEDIA QUESTIONS

The Honorable Carolyn S. Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. D.5

COUNCIL COMMENTS

The Honorable Carolyn S. Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

Section 551.072

Deliberation Regarding Real Property:

**(a) Deliberate Regarding the Purchase, Exchange,
Lease, or Value of Real Property**

The Honorable Cary Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. F.1

OPEN MEETING

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

The Honorable Carolyn S. Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Carolyn S. Wacker, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 4-1-2013

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2013

JANUARY						
S	M	T	W	T	F	S
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DECEMBER						
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29	30	31				

03/13/2013	12 noon Called Council Meeting for General Services, Financial, and Comprehensive Master Plan Updates
04/26/2013	Called Budget Planning Meeting in Council Chambers
06/20-21/2013	Called Budget Workshop in Council Chambers
09/02/2013	Labor Day/Called Council Meeting on 09/03/2013
