

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 3, 2014
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY DEPUTY MAYOR ROBERT G. SOFTLY**
- A. 3. INVOCATION BY DEPUTY MAYOR ROBERT G. SOFTLY**
- A. 4. APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF FEBRUARY 12, 2014 AND THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 17, 2014**

Proclamations

- B. 1. PROCLAMATION**
"IHOP's National Pancake Day and Shriners Hospitals for Children Day" – March 4, 2014

Consent Agenda

- C. 1. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

- D. 1. * RESOLUTION NO. 5839**
Awarding a Bid to and Authorizing Execution of a Contract with 03 Concrete Construction, LLC for the Loy Lake Road and Sara Swamy Drive Improvement Project
- D. 2. RESOLUTION NO. 5840**
Awarding a Bid to and Authorizing Execution of a Contract with Glover Mowing and Landscaping Company for the 2014 Public Works Mowing Program
- D. 3. * RESOLUTION NO. 5841**
Awarding a Bid to and Authorizing Execution of a Contract with Heartland Asphalt Materials, Inc. for an Annual Supply of CRS-2 and CRS-2H Emulsified Asphalt

D. 4. * RESOLUTION NO. 5842

Awarding a Bid to and Authorizing Execution of a Contract with James Thorpe Company for an Annual Supply of Crushed Rock Coverstone

D. 5. * RESOLUTION NO. 5843

Awarding a Bid to and Authorizing Execution of a Contract with Morrison Supply Company, Inc. for an Annual Supply of Water and Sewer Maintenance Supplies and Parts

D. 6. * RESOLUTION NO. 5844

Authorizing Execution of an Agreement with Alberto M. Orellana for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1003 North Brents Avenue

Change Orders

E. 1. * CHANGE ORDER NO. 1

Wastewater Treatment Plant East Bar Screen Replacement Project; Jerry Paul Higgins, LTD.; \$2,898.00 Increase

Other Business

F. 1. OTHER BUSINESS

Accept Annual Audit Report for Year Ended September 30, 2013 from Adami, Lindsey and Company, L.L.P.

F. 2. OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of 95.436 Acres of Land North and East of Mathis Lane in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

I. COUNCIL COMMENTS

Executive Session

J. 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 551.087 Deliberation Regarding Economic Development Negotiations:

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

The Council reconvenes into General Session

K. 1. OPEN MEETING

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

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on February 27, 2014 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 27th day of February, 2014
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

Carolyn S. Wacker

Deputy Mayor

Robert G. Softly

Council Members

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

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

Lawrence Davis, Council – District #1

Robert G. Softly, Council – District #2

Tom Watt, Council – District #3

David Plyler, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 03/03/2014

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

**APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF FEBRUARY 12, 2014
AND THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 17, 2014**

Attachments

Minutes of the February 12, 2014 Called Council Meeting

Post Oak Creek Presentation

Minutes of the February 17, 2014 Council Meeting

Police Recruiting Presentation

MPO MTP Time Line

STATE OF TEXAS §

February 12, 2014

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on February 12, 2014.

COUNCIL MEMBERS PRESENT: Mayor Cary Wacker; Deputy Mayor Robert Softly.
Council Members Davis, Johnson, Plyler, Sofey, Watt.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: George Olson, City Manager; Robbie Hefton, Assistant City Manager/CFO; Brandon Shelby, City Attorney; Mark Gibson, Director of Utilities; Scott Shadden, Director of Development Services; Don Keene, Director of Community and Support Services; Clay Barnett, Director of Public Works and Engineering; J.J. Jones, Fire Chief; Otis Henry, Police Chief; Mary Lawrence, Controller; Tammy Davis, Support Services Manager; Shawn Hackworth, IT Manager; Joe Gandillon, Systems Coordinator; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open

Receive Presentation on the City of Sherman's Stormwater / Flood Study

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Wacker called the meeting to order at 12:02 p.m., declared a quorum present, and opened the Called City Council Meeting.

She said this would be the first of several meetings to discuss major infrastructure needs for the City. The meetings will be held at noon on Wednesdays, over the next couple of months, and will set the stage for the future of Sherman. For the Council Members, this budget planning will be one piece of strategic planning throughout the year.

Mayor Wacker said the Council hoped to hold a community exercise similar to the "Goals for Sherman" exercises that have been held in the past. This exercise will look at larger issues in the community and how everyone works together to strategically solve those issues.

She added that funds will also be set aside to update the City's Comprehensive Master Plan in the fall. Mayor Wacker said that, over the year, the Council and staff will do some major planning and strategic thinking that will "drive the success" of Sherman.

RECEIVE PRESENTATION ON THE CITY OF SHERMAN'S STORMWATER / FLOOD STUDY

George Olson, City Manager, introduced Clay Barnett, Director of Public Works and Engineering, to present a report on the City's flood protection planning. He urged Council Members to ask questions, but said no specific direction will be required. The presentation is for informational purposes.

Mr. Barnett said his presentation included numerous photographs from the June 18, 2007 flood in Sherman and many were taken from four to seven hours after the event happened, mainly because of

COUNCIL MINUTES – FEBRUARY 12, 2014

the inability to travel from one side of town to the other. He outlined the parts of his presentation, which will include the history behind the flooding in Sherman, the flood study and its scope, the mitigation projects and the flood prevention measures that are outlined in the study, and the funding alternatives for these projects and measures.

Mr. Barnett said Sherman has had 14 floods recorded by the National Climatic Data Center since 1993, with the worst being the June 2007 flood, which saw 7.6 inches of rain in seven hours. During that flood, 89 single family homes, 270 apartment units and 40 commercial properties were flooded. There were two fatalities and U.S. Highway 75 was closed for several hours. After the rainfall data was plugged into the model, the flood was labeled a little more than a 50 year event. He added that in the 2009 Comprehensive Master Plan, flooding is ranked as Priority #3.

After the Comprehensive Master Plan was concluded, the City applied for a grant from the Texas Water Development Board to obtain funding for the flood study. The grant was awarded in 2011, making the City's portion of the study \$154,000. The total cost of the study was \$333,000. The City contracted with Espey Consultants to perform the study, which included four public meetings, and featured one of the highest attendance rates the consultants had seen in other cities. The study was completed in October 2013.

Even though the City of Sherman and the Texas Water Development Board were the major sponsors for the study, the consultants received input from the Texas Department of Transportation, the Federal Emergency Management Agency, the U.S. Army Corps of Engineers, and the National Resources Conservation Services.

Mr. Barnett said the scope of the study entailed the Post Oak Creek Drainage Basin, which is comprised of 33 square miles, 50.5 miles of stream, and 68 bridges and culverts. The study identified 153 structures that would flood in a 100 year event and found that 44 bridges and culverts are insufficient to pass a 100 year event.

According to the study, the only solution for U.S. Highway 75, which was closed for several hours during the June 2007 flood, is to raise it out of the floodplain. The projected cost of the project would be \$25,000,000. The only recommendation made by the study is to continue to work with representatives to acquire funding for this TxDOT project.

Mr. Barnett said there are four different types of mitigation projects listed in the study. These are floodplain land acquisition, channel improvements, bridge and culvert improvements, and storage. Floodplain land acquisition involves the buyout of repetitive loss properties which would then be converted to natural green belt or compatible uses, such as open space or parks. There are eight proposed property acquisition projects, seven of which include 27 severe repetitive loss properties that have continually flooded. One project of 25 properties is needed for the Center Street Channel Project with a projected cost of \$8,354,000. The City should be eligible for a grant to cover \$5,333,240 of the cost.

The second mitigation project included is channel improvements which would increase capacity and improve channel stability. Three projects are identified in the study and include Center Street, Lamar Street, and Pecan Street. Projected cost of the projects is \$18,337,000. Council Member Watt asked if these projects were to clean the creeks or if it included adding concrete. Mr. Barnett said the project would include shoring up or structural mitigation on the side of the banks to prevent eroding.

The bridge and culvert improvements would provide access from one side of Sherman to the other for emergency services and would consist of removing the structure and building another one that is

COUNCIL MINUTES – FEBRUARY 12, 2014

higher and wider to increase the flow capacity underneath. The study identifies nine proposed bridge and culvert improvement projects at a total cost of \$13,947,000.

Mr. Barnett said TxDOT performs an inspection of all bridges every two years. There are 15 structures in Sherman that are inspected and the condition of each bridge is rated on a scale between zero and nine, with the lowest designation requiring the structure to be closed and possibly replaced and the highest indicating the bridge is in good condition.

With this last inspection, Sherman has three bridges that are in need of extensive minor repair. The Fallon Drive bridge is being addressed in this year's Capital Improvement Program at an estimated cost of \$287,500. The remaining two bridge repairs are estimated at \$325,000. Ten of the other bridges are in need of limited minor repair, with an estimated cost of \$337,000. Mr. Barnett said if those repairs are included in the Five-Year CIP, the annual cost would be \$132,400.

One project specifically mentioned in the study is the Center Street Bridge at Post Oak Creek. The TxDOT Bridge Inspection Program (BRINSAP) indicated extensive minor repair is needed at an estimated cost of \$145,000. This bridge only passes the 10 year event test. The estimated cost to replace the bridge is \$2,698,000.

Direction will be needed to determine whether or not the bridge should be repaired and how long the City will wait before the bridge is replaced. Mr. Barnett said these are the kinds of issues the City Council will need to consider as to budget and timing and when these projects will be funded. Council Member Sofey confirmed that the bridge replacement funding would be CIP money and not FEMA grant money.

The fourth mitigation project from the study is the regional storage facilities, with the goal to reduce peak flow rates and reduce downstream velocities. There are seven proposed storage projects with a projected cost of \$13,855,000. The City should be eligible for a \$5,438,250 grant.

Mr. Barnett said Council Member Johnson had previously asked about the City's current detention policy. He explained the policy by addressing Section 11.086 of the Texas Water Code, which basically says a person can't flood their downstream neighbor, and various City ordinances that regulate on-site detention. According to City ordinances, if a property tract is less than one acre, they don't need to worry about detention.

The ordinance also states that detention facilities are not required in the City when runoff from the site can be carried to a designated FEMA floodway that has adequate capacity. Mr. Barnett added that no FEMA floodway in Sherman has "adequate capacity." He said the two factors to consider with the detention design concept are the runoff coefficient and the time of concentration. He discussed how sometimes on-site detention can hold water too long and contribute to downstream flooding.

Mr. Barnett said installing an on-site detention pond also costs the developer money and forces them to maintain a "hole in the ground" that could have been used for development. He said one solution to on-site detention is having regional detention sites. Regional detention ponds eliminate the timing issues of run-off, are very cost effective, and provide a recreational use to the community.

Mr. Barnett said the mitigation projects were estimated to cost a total of \$54,493,000, however the City should be eligible for \$10,771,500 in grants.

The study also recommended flood prevention measures such as implementing a creek maintenance program, participating in the community rating system, updating floodplain mapping, updating the floodplain ordinance, updating the Storm Drainage Design Manual, and updating the Land Use Plan.

COUNCIL MINUTES – FEBRUARY 12, 2014

Mr. Olson said recommendations in the study were made based on Sherman in 2012-2013, and no additional growth was calculated in. Flood prevention measures are just as important moving forward.

Mr. Barnett added that updating the Floodplain Ordinance, the Storm Drainage Design Manual, and the Land Use Plan are Priority #1 in the 2009 Comprehensive Master Plan.

Implementing a creek maintenance program would involve removing accumulations of debris, bank stabilization, and removing all vegetation that chokes the creek area. This could be accomplished through a public maintenance program, a private maintenance program, or a combination of a public / private program.

The Community Rating System is a voluntary incentive program that recognizes and encourages community floodplain management activities, with a goal to reduce flood losses, facilitate accurate insurance rating, and promote the awareness of flood insurance. An added bonus for citizens is that it reduces flood insurance premiums.

Mr. Barnett discussed FEMA maps saying they were used to determine insurance rates and whether or not building can take place. Citizens cannot build in the floodway because it will have an adverse effect on the community. Citizens can build in the "gray areas" but it requires an engineering study and proof that the requestor is two feet above the 100 year floodplain. Currently the maps do not offer a correct representation of the floodplain area. If they did, citizens would be able to maximize their property. The current floodplain maps limit development by not allowing some building, but they also allow development into areas that are known to be in the floodplain but are not designated on the map.

The cost to update the floodplain mapping is estimated at \$200,000 and incorporating the recommendations from the study to update the Storm Drainage Design Manual and the Floodplain Ordinance are estimated at \$80,000. Updating the Land Use Plan to reserve critical areas of floodplain and to encourage development in areas not subject to flooding, is estimated to cost \$80,000.

Robby Hefton, Assistant City Manager/CFO, asked if the City would receive the floodplain mapping data in GIS format that would overlay with the City's current data. Mr. Barnett said the data would be in GIS format and would be used as a "map layer." Currently the maps are incorrect and show the old data.

Mr. Barnett said funding alternatives include federal assistance, state assistance, and several municipal funding sources. FEMA offers several competitive grants and the proposed projects "more than qualify" for the grants. The grants would pay between 75% and 100% of the costs on several projects.

He also discussed a fee in lieu of detention that might be charged to developers. Since new development impacts the storm sewer system, under this policy the City would charge the developer what an on-site detention pond would cost. It wouldn't cost the developer any additional money, but the City would collect the money and build a regional detention site to control flood water.

Council Member Johnson clarified that the developer would pay the cost of the on-site detention pond to the City, who would then combine that money with the money from other developers to build a regional detention pond. The developer would retain the land where the on-site detention pond would have been built and could use that property for development.

Council Member Sofey asked if it would be like an escrow fee. Mr. Olson said that was one option to begin moving in another direction, but at some point the City must receive revenue for the regional detention ponds. Mr. Barnett said the developer would pay the fee and the City would "bank" that fee.

COUNCIL MINUTES – FEBRUARY 12, 2014

When the need arises for regional detention, the money would be used to build the regional detention pond. Council Member Sofey verified that the current ordinance would need to be changed.

Mr. Barnett added that the City does already have several regional detention facilities and use of these facilities should allow enough time for the fund to grow. Council Member Watt felt it would probably be eight to ten years before a regional detention facility could be constructed. Mr. Barnett said the alternative is to build the lake first, bond the project, and as development occurs, allow that fee to repay the money.

Mr. Hefton said this is being discussed now because it relates to some potential budget discussions for the next few years. The question is do you build detention ponds ahead of the development or do you allow some development and build the detention later. It does have some interesting and critical discussion points as to how it is funded, what the projects will be, their priorities, and is it paid for up front or after the fact. Some of that may be driven by where the development occurs.

Mr. Barnett said another funding source is the Storm Water Utility Fee, which spreads the cost of funding these types of improvements over how much impact you have over a drainage area. So if one development has a little concrete and a little building on the property, they won't pay as much as some that has a lot of concrete and building. It spreads the cost according to how much water you are putting into the watershed based on the impervious coverage.

The Storm Water Utility Fee would not negatively impact development by adding an "up front" fee. The fee would come after they have developed their property. It also relieves some burden on the General Fund and is estimated to offset approximately \$180,450 annually from the budget. The Storm Water Utility Fee is a State mandated process and would cost \$200,000 for the study. Mr. Barnett explained the process for instigating the Storm Water Utility Fee system.

In summary, Mr. Barnett said there are two major components of the study that are aimed at mitigating and preventing future flooding problems. The mitigation projects, at \$55,000,000, can be phased and prioritized as grants and funding becomes available. The flood prevention measures should be implemented to assure that the City doesn't compound the flooding issues.

Council Member Watt asked if the new floodplain maps should be considered the foundation of moving forward and if those needed to be updated first. Mr. Barnett said that would be the first step to updating the ordinance, the maps, and the land use. Mr. Olson agreed there were some things that could not be done because the maps are out of date, but it doesn't impact every area.

Council Member Johnson said the current on-site detention ponds are unsightly and poorly maintained and he verified that Mr. Barnett said they are prone to increase flooding downstream. He asked if the regional detention policy was a better solution to the long-term flooding problems, and Mr. Barnett said it was. He said a large regional detention pond will not be as unsightly as the small, individual detention ponds. They will also not be as costly for the developer and will not be individually maintained by the developer. Examples of the regional detention ponds are Dean Gilbert Lake and Pickens Lake.

Council Member Johnson felt that developers would also like the fee in lieu of the site on their property because that gives them additional property to develop. He felt it was a "win-win" situation for the City and the developer.

Mayor Wacker said there is no specific decision that needs to be made today. It just offers some significant policy changes and scenarios that the Council can consider. Mr. Olson said there is a series of meetings coming up and the Council can discuss the issues at the April 2014 Budget Planning Meeting. At that time the City Council can offer direction to the staff on any implementation. Council

COUNCIL MINUTES – FEBRUARY 12, 2014

Member Watt asked if the staff will be able to give adequate thought to the possible sources of income prior to the April meeting. Mr. Hefton said they would offer some thoughts on sources. He said there will be many other issues for Council consideration at the same time. Mayor Wacker added that the City has significant needs in several areas. Council Member Watt said this was a public safety issue and it should be very close to the top priority. Two people died in the flood of 2007.

Mr. Olson said he didn't think the City could ever stop it from flooding but he did feel that the safety issues should be addressed first. He added that people should be removed from the danger. He said one of the biggest issues during the last flood was the ability to get from one side of Sherman to the other side. He questioned whether or not that would ever change with U.S. Highway 75 as it was originally built in a creek.

Council Member Plyler suggested maximizing what can be done with the amount of funding available. Mr. Olson said there are some projects listed that would do that.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 12:52 p.m.

MAYOR

ATTEST

CITY CLERK

Flood Protection Planning

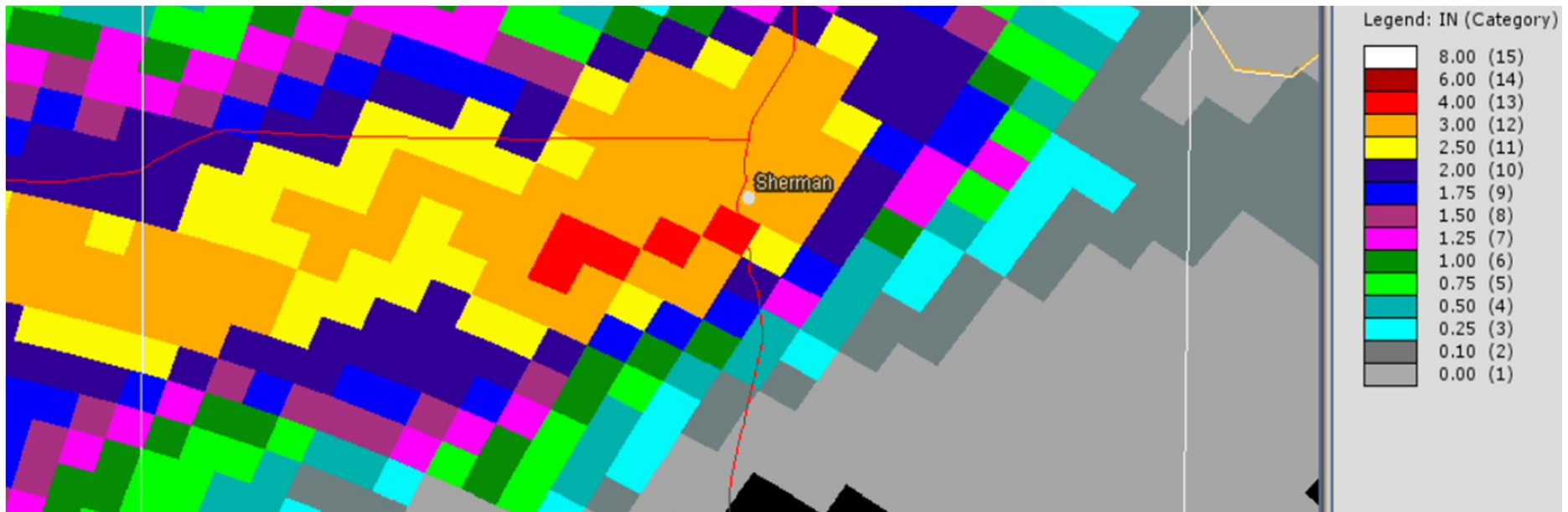


February 12, 2014

Sherman Overview

CLASSIC TOWN. BROAD HORIZON.

- History
- Study Process and Scope
- Study Mitigation Projects
- Flood Prevention Measures
- Funding Alternatives



Sherman History

CLASSIC TOWN. BROAD HORIZON.

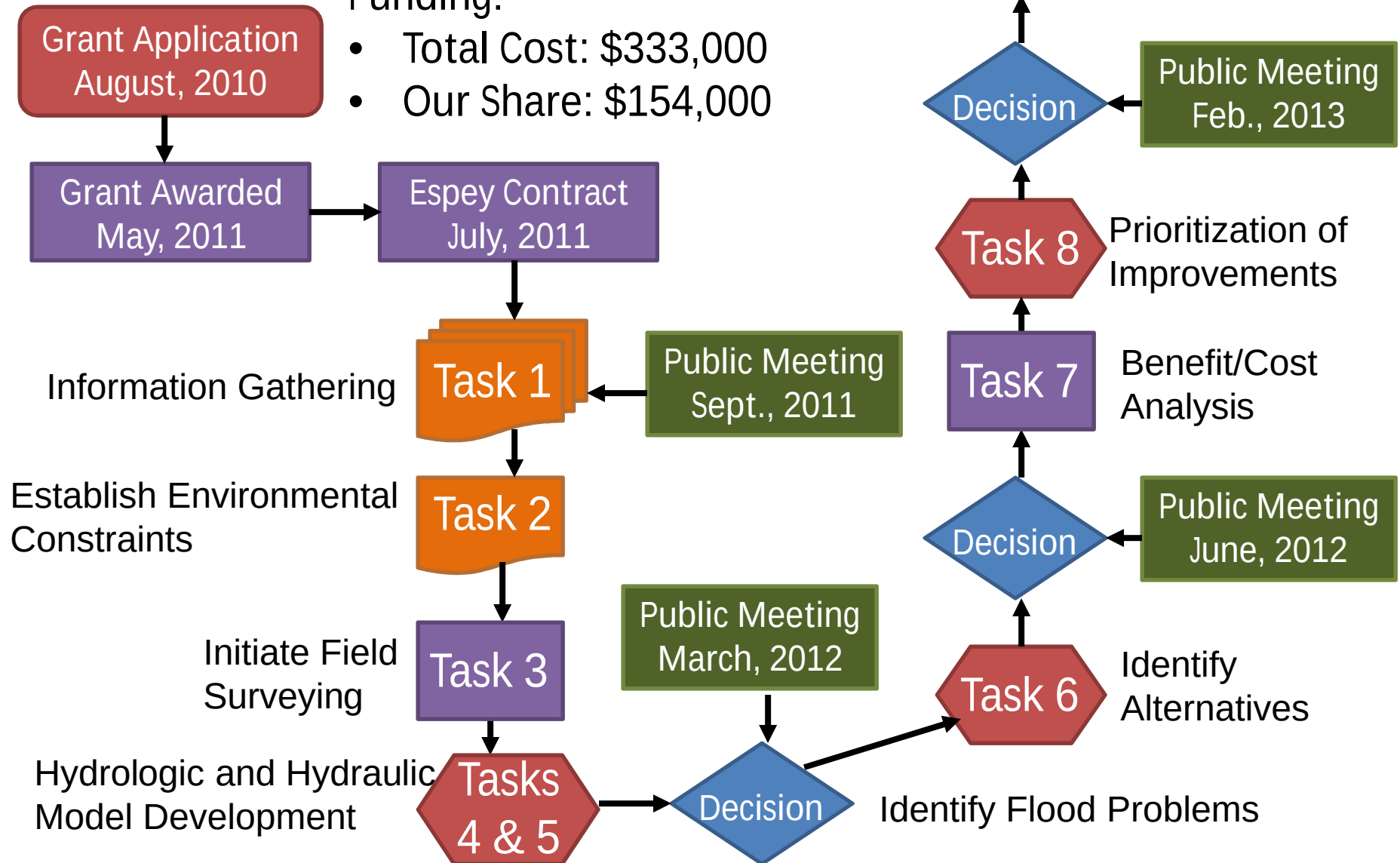
- 14 floods recorded by the NCDC since 1993
- June 18, 2007
 - 7.6 inches of rain in 7 hrs
 - Structures flooded:
 - 89 single family homes
 - 270 apartment units
 - 40 commercial properties
 - 2 fatalities
 - US 75 closed
 - Approximately a 50 year (2%) event
- Priority #3 in the 2009 Comprehensive Master Plan



Study Process

Funding:

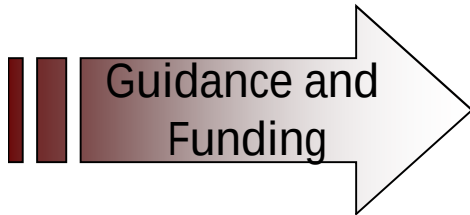
- Total Cost: \$333,000
- Our Share: \$154,000





Study Sponsors and Support

Study Sponsors



Study Stakeholders



US Army Corps
of Engineers®



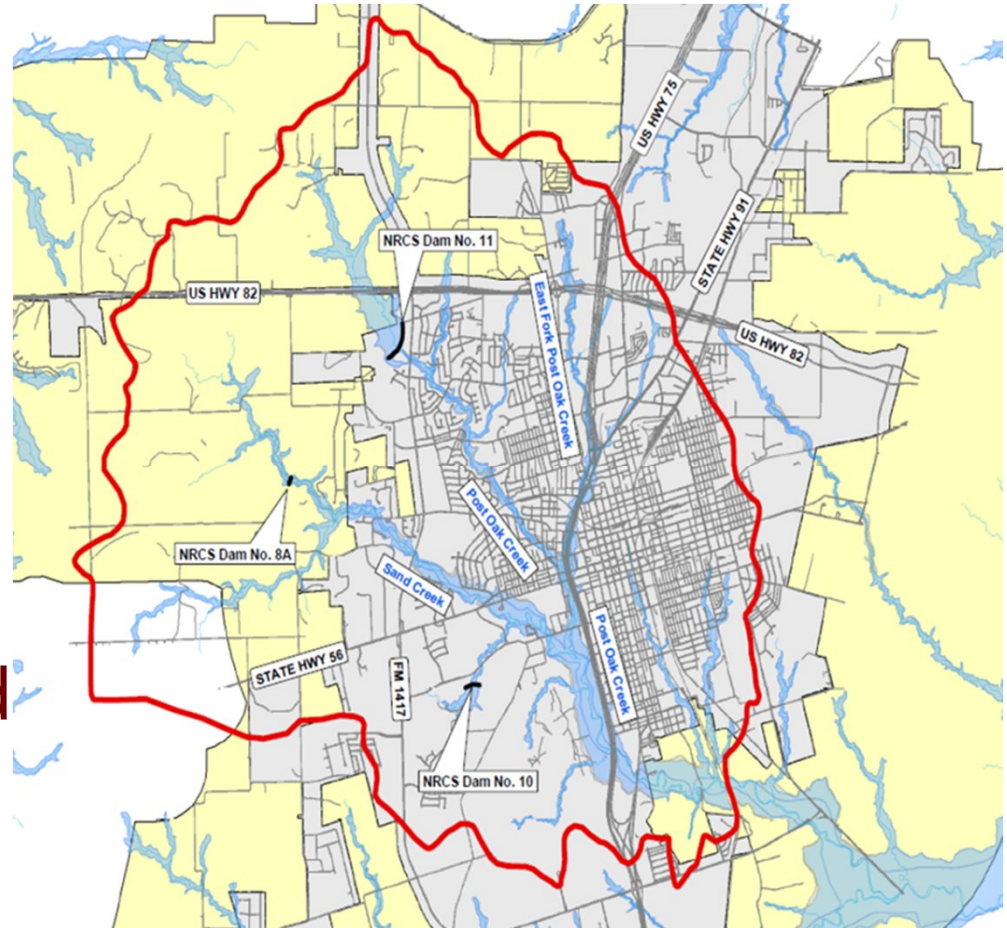
Public



Sherman Study Scope

CLASSIC TOWN. BROAD HORIZON.

- Post Oak Creek Drainage Basin
 - 33 square miles
 - 50.5 miles of stream
 - 68 bridges/culverts
- Study identified
 - 153 structures flooded in 100yr event
 - 44 bridges/culverts insufficient to pass 100yr event



Post Oak Creek Drainage Basin GIS Map

US Highway 75

- Closed for several hours during June 18, 2007
- Only solution is to raise it out of the floodplain
- Projected Cost: \$25,000,000
- Continue to work with representatives to acquire funding for this TxDOT project



Study Mitigation Projects

- Floodplain Land Acquisition
- Channel Improvements
- Bridge/Culvert Improvements
- Storage





Floodplain Land Acquisition

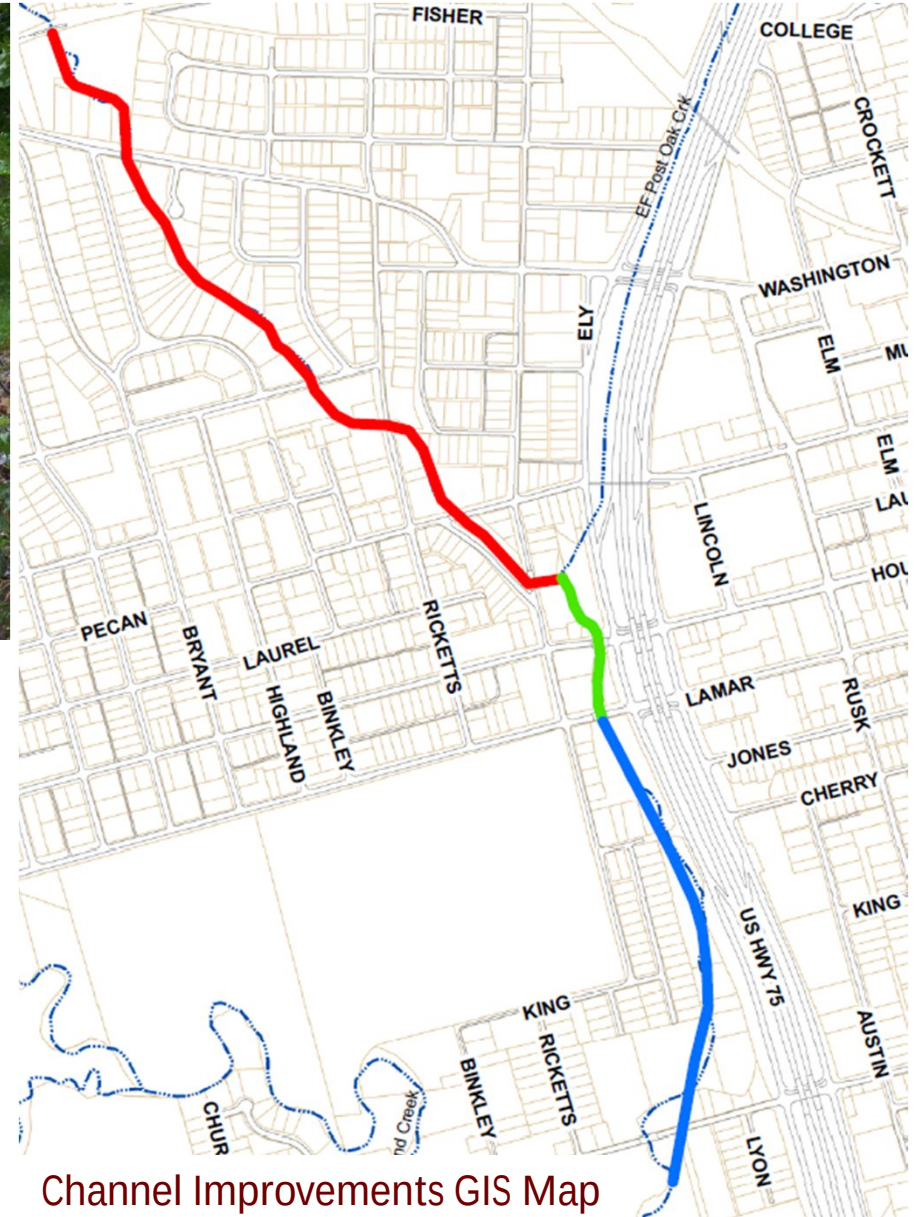
- Buyout of Repetitive Loss Properties
- Convert to natural green belt or compatible use
- 8 Proposed property acquisition projects
 - 7 Projects Include 27 Severe Repetitive Loss Properties
 - 1 Project of 25 Properties Is Needed for the Center Street Channel Project
 - Projected Cost: \$8,354,000
 - Grant Eligible: \$5,333,250



Channel Improvements



- Increase capacity
- Improve channel stability
- 3 proposed channel projects
 - Center Street (blue)
 - Lamar Street (green)
 - Pecan Street (red)
 - Projected Cost: \$18,337,000



Channel Improvements GIS Map



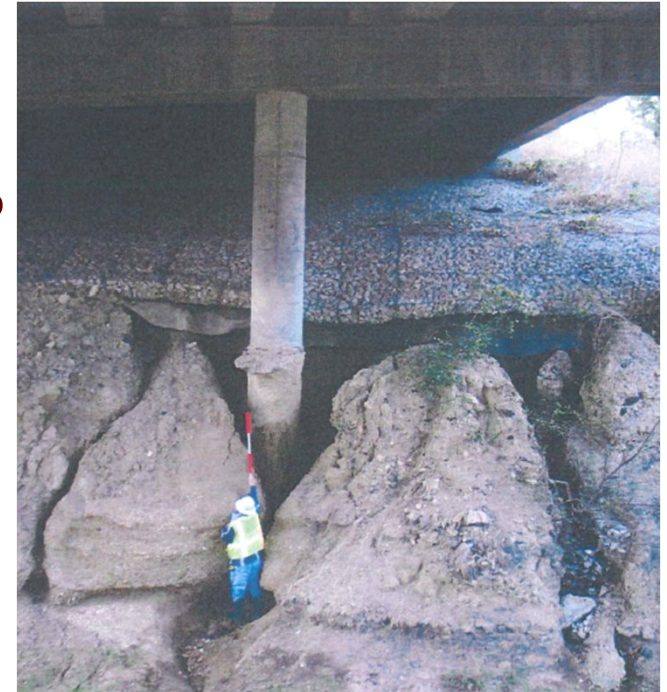
Bridge/Culvert Improvements

- Provides Access for Emergency Services
- Increase Capacity
- 9 Proposed Bridge/Culvert Improvement Projects
- Projected Cost: \$13,947,000



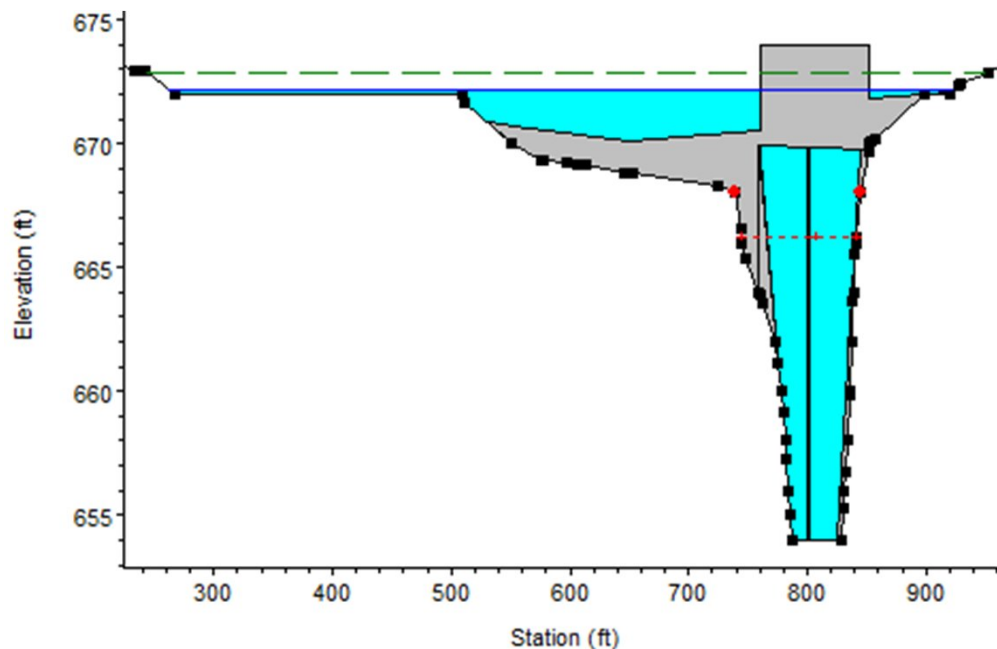
CIP Bridge Repairs

- BRINSAP – Biannual inspection performed by TxDOT
 - Rates structures between 0-9
 - 7 – 9 indicates the bridge is in good condition
 - 6 indicates the structure needs limited minor repair
 - 5 indicates the structure needs extensive minor repair
 - 3 – 4 indicates the structure needs major repair
 - 0 – 2 requires the structure be closed and possibly replaced
 - 15 Structures
 - 3 in need of extensive minor repair
 - Fallon being addressed in this years CIP
Estimated Cost: \$287,500
 - Remaining 2 estimated cost: \$325,000
 - 10 in need of limited minor repair,
estimated cost: \$337,000
- Estimated annual cost:\$132,400

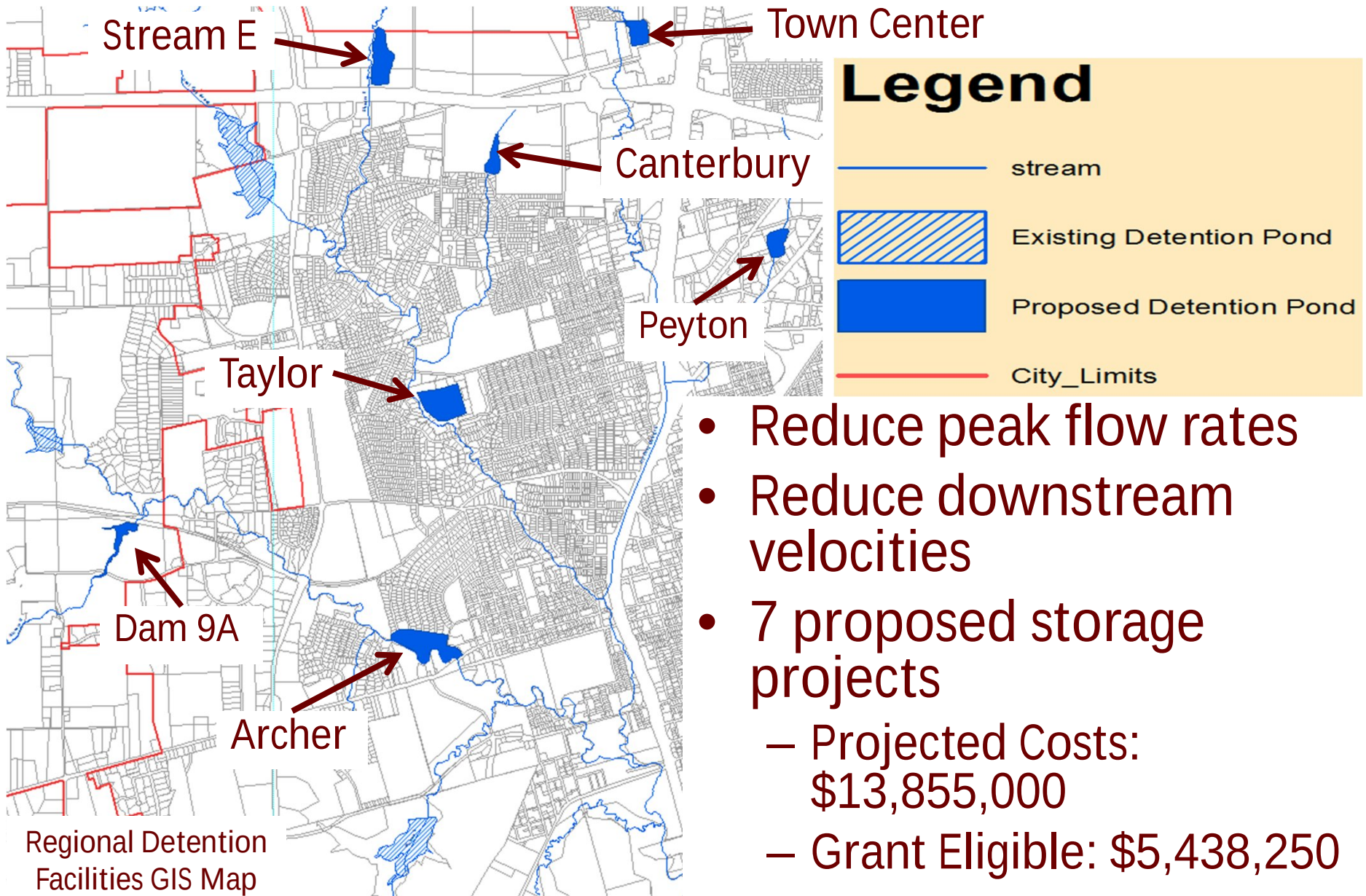


Center Street at Post Oak

- BRINSAP indicates extensive minor repair estimated at \$145,000
- Passes the 10 yr event
- Cost to replace per study: \$2,698,000



Regional Storage Facilities



- Reduce peak flow rates
- Reduce downstream velocities
- 7 proposed storage projects
 - Projected Costs: \$13,855,000
 - Grant Eligible: \$5,438,250



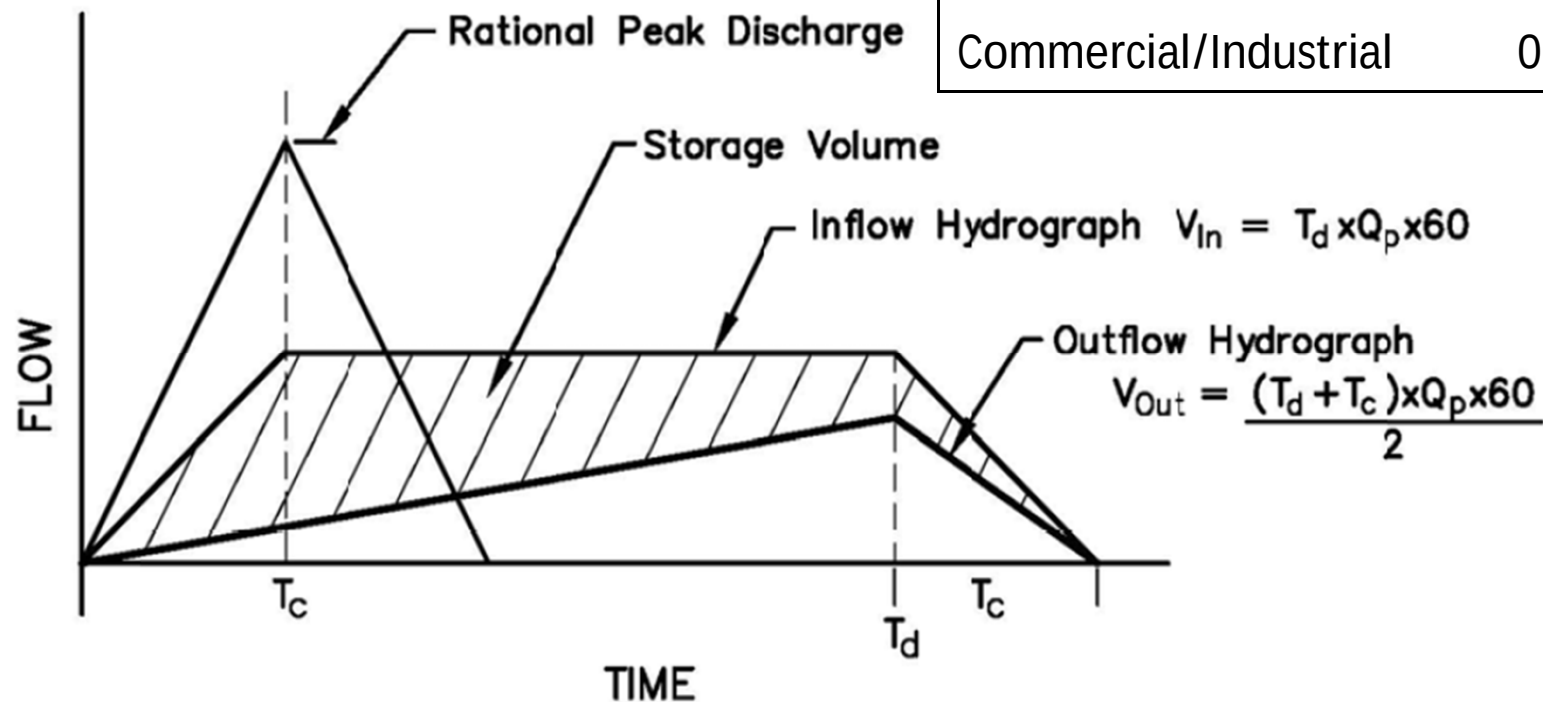
Current Detention Policy

- State Law
 - Texas Water Code §11.086 – No person may divert or impound the natural flow of surface waters in this state, or permit a diversion or impounding by him to continue, in a manner that damages the property of another by the overflow of the water diverted or impounded.
- City Ordinances
 - Runoff calculations are required for development of property one acre or greater, or any property that is platted as a part of an overall tract which is one acre in size.
 - Detention facilities are not required in the City of Sherman when runoff from the site can be carried to a designated FEMA floodway that has adequate capacity.
 - Property shall be developed so that the rate of runoff created by development as it leaves the property does not exceed the pre-developed rate of runoff.
 - In some cases where downstream facilities are planned, the City Engineer may allow a higher rate of runoff.
 - Where there is adequate capacity to convey flows or when property is located adjacent to major watercourses in the City, no detention is necessary.

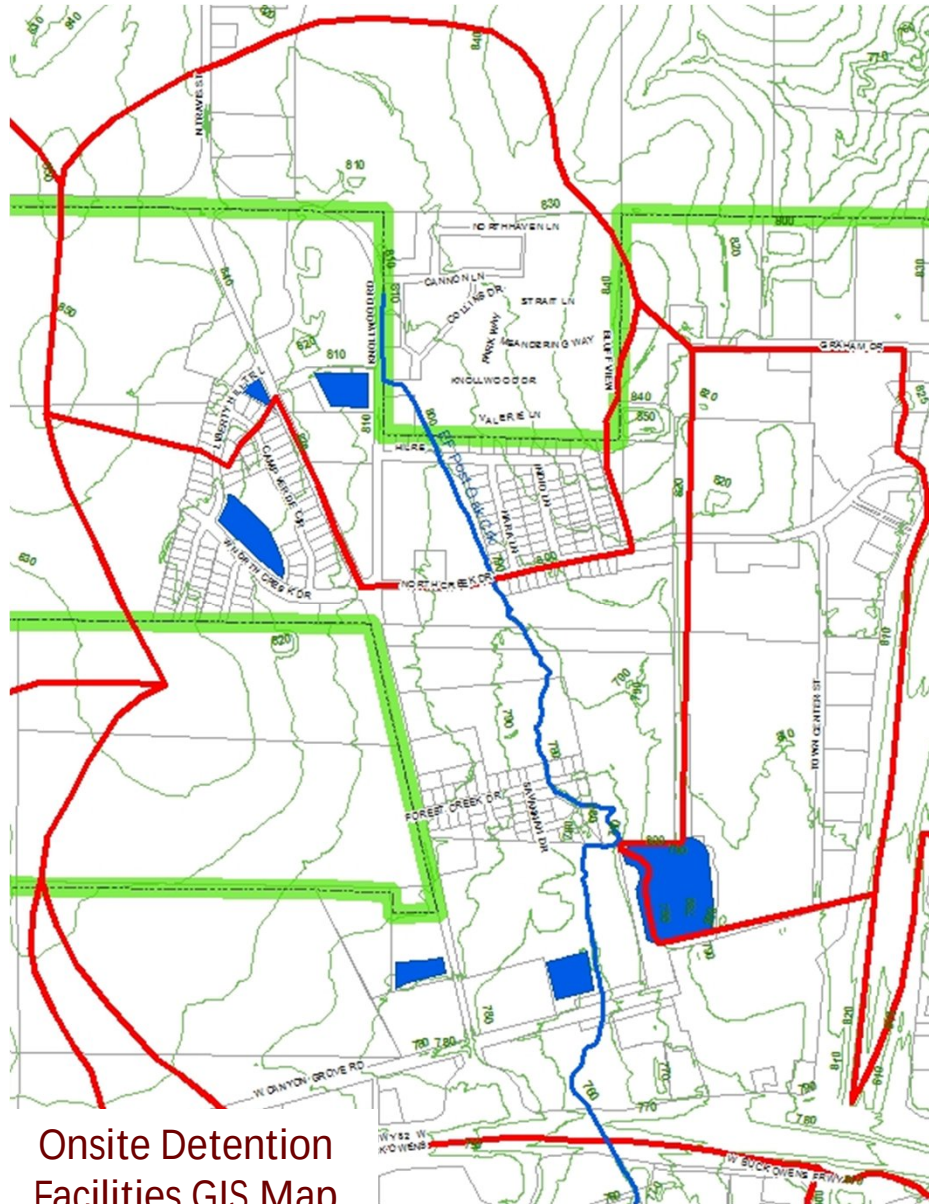
Detention Design Concept

- Two Factors to Consider
 - Runoff Coefficient
 - Time of Concentration

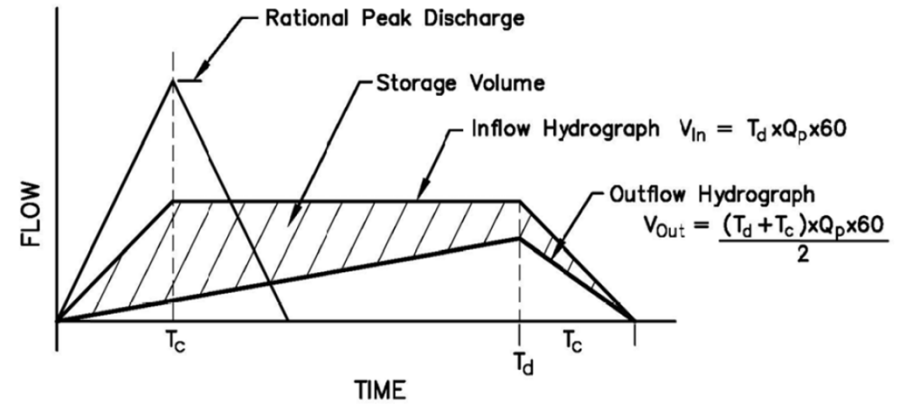
Land Use	Runoff Coefficient
Undeveloped Land	0.30
Single Family Residential	0.55
Duplex	0.60
Multifamily & Schools	0.70
Churches & Local Business	0.75
Commercial/Industrial	0.85



Location Considerations



Onsite Detention
Facilities GIS Map



Other Problems with Onsite Detention

- Effective storm water management must be coordinated on a regional or basin-wide planning basis. This is cost prohibitive for a developer.
- Pose a significant cost to development.
- Must be maintained.
- Generally unsightly.



Benefits of Regional Detention

- Recommended in the study
- It is the most cost effective method of reducing peak runoff due to increases in impervious cover
- Can provide a recreational use to the community
- Improves water quality
- Avoid the timing issue



Mitigation Projects Summary

Project Type	Project Cost	Grant Eligible
Floodplain Land Acquisition	\$ 8,354,000	\$ 5,333,250
Storage	\$13,855,000	\$ 5,438,250
Channel Improvements	\$18,337,000	
Bridge/Culvert Improvements	\$13,947,000	
TOTAL	\$54,493,000	\$10,771,500



Flood Prevention Measures

- Implement a Creek Maintenance Program
 - Participate in the Community Rating System
 - Update Floodplain Mapping
 - Update Floodplain Ordinance
 - Update Storm Drainage Design Manual
 - Update Land Use Plan
- Priority #1
in 2009
Comprehensive
Master Plan



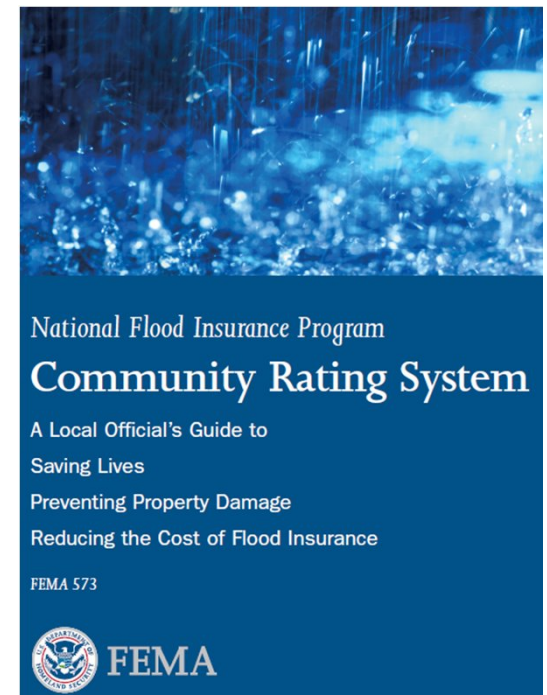
Creek Maintenance Program

- Storm event flows can be significantly reduced as the result of:
 - Accumulations of debris
 - Non-native vegetation
 - Deposits of sediment
- Solutions:
 - Sediment Management
 - Bank Stabilization
 - Vegetation Management
- Implementation Options:
 - Public Maintenance/Private Maintenance

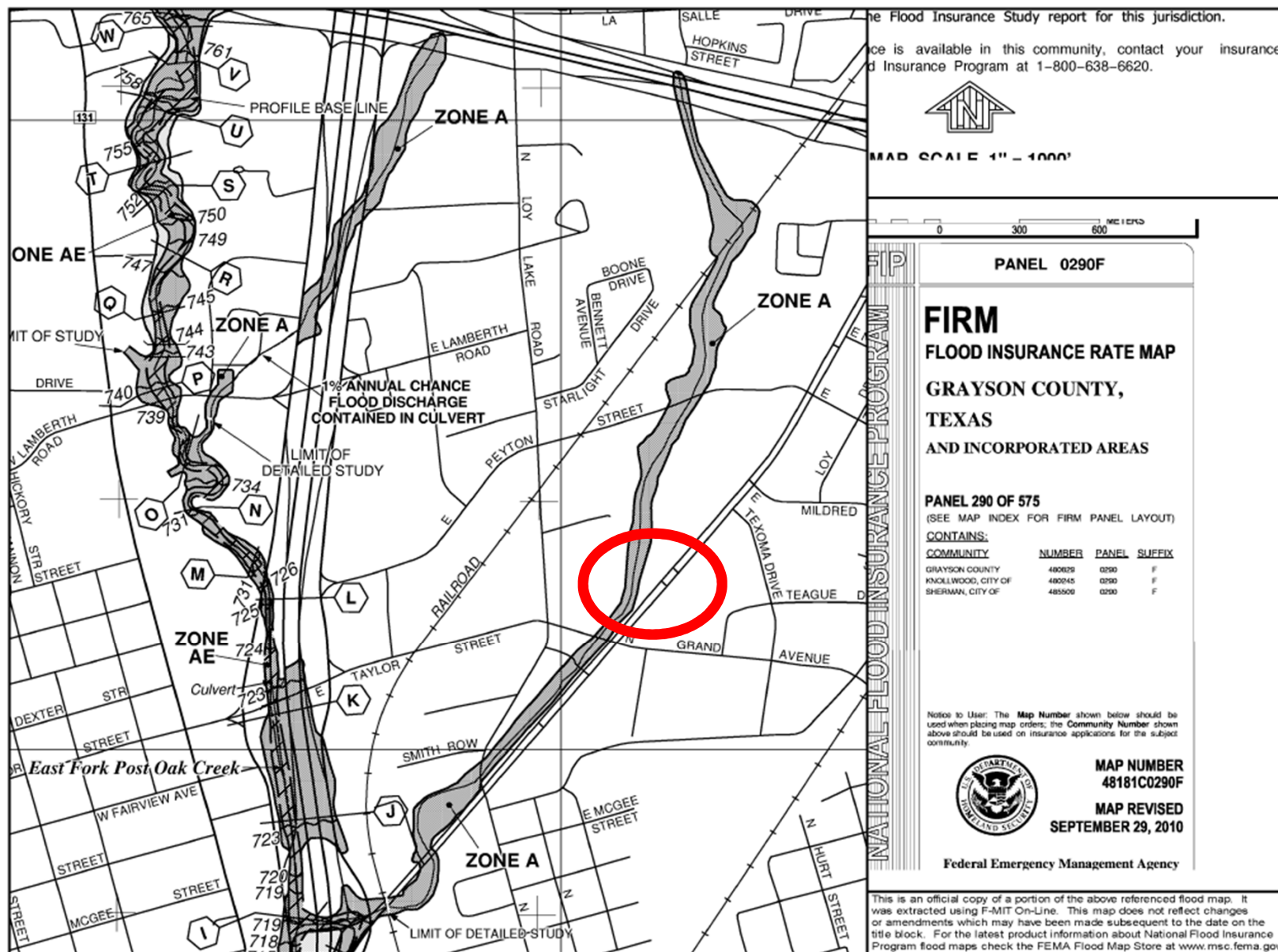


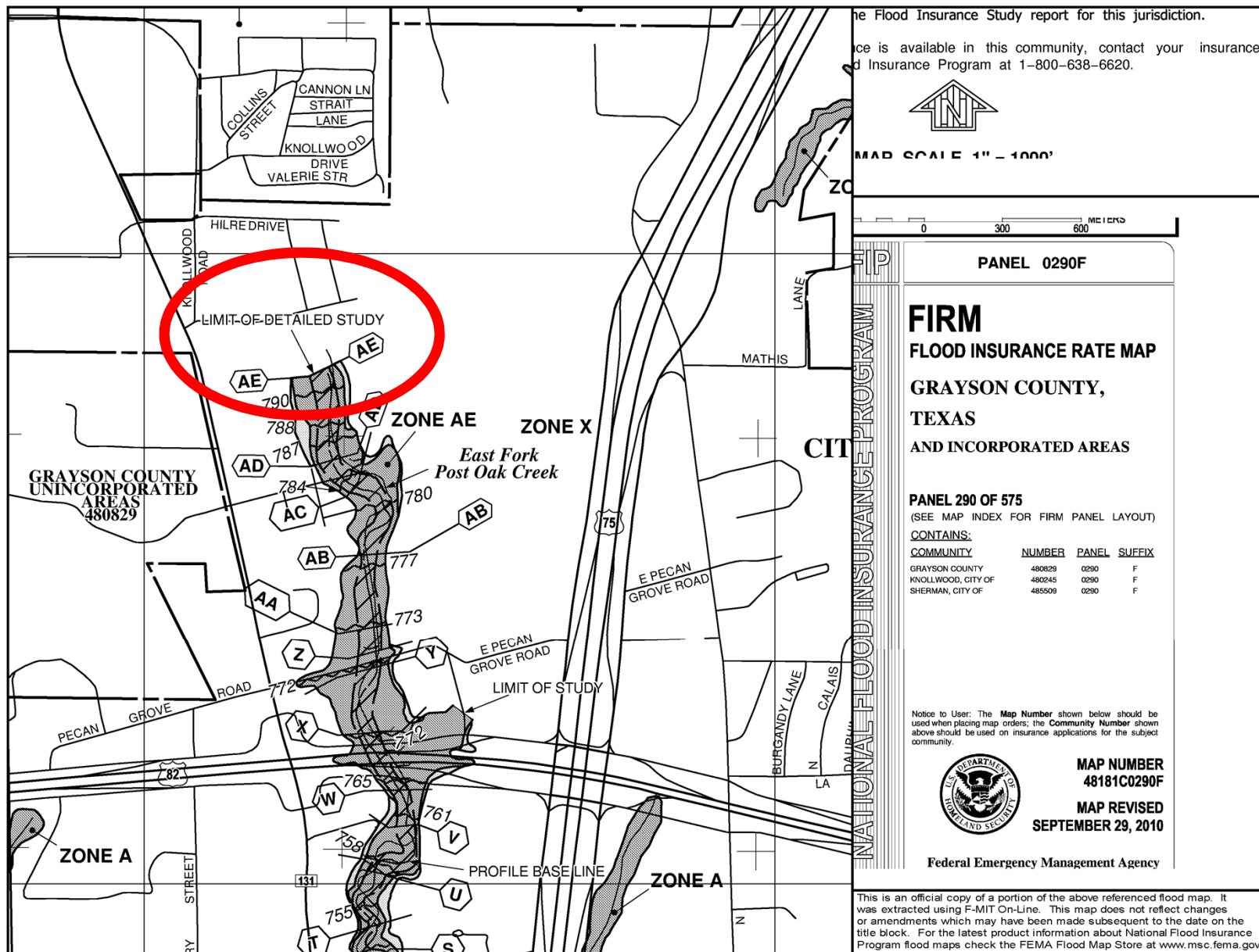
Community Rating System

- The National Flood Insurance Program (NFIP) Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements.
- Three goals of the CRS:
 - reduced flood losses
 - facilitate accurate insurance rating
 - promote the awareness of flood insurance
- Reduces flood insurance premiums



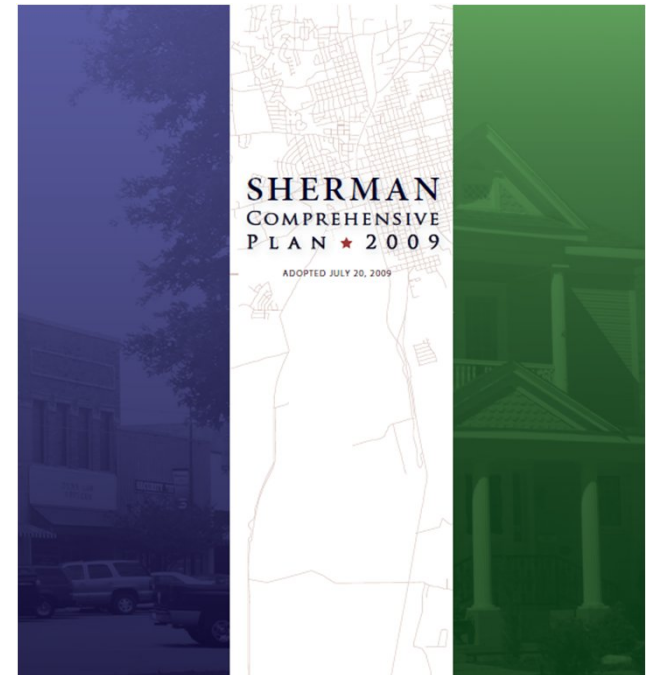
Floodplain Map Limiting Development





Flood Prevention Measures (Cont)

- Implement a Creek Maintenance Program
- Participate in the Community Rating System
- Update floodplain mapping cost: \$200,000
- Update Storm Drainage Design Manual & Floodplain Ordinance
 - Incorporate recommendations from study
 - Cost: \$80,000
- Update Land Use Plan
 - Preserve critical areas of floodplain
 - Encourage development in areas not subject to flooding
 - Consider alternatives from study and 2009 Comprehensive Master Plan
 - Cost: \$80,000



Funding Alternatives

Federal Assistance

- FEMA
- HUD
- NRCS
- USACE

State Assistance

- TWDB
- DEM

Municipal Funding Sources

- General Fund
- Bonds/COs
- Special Assessment Districts
- Fee in Lieu of Detention
- Storm Water Utility Fund

Competitive Grants

FEMA Program	Federal Cost Share (%)
Hazard Mitigation Grant Program (Requires Presidential Declaration)	75
Pre-Disaster Mitigation Grant Program (PDM)	75
Flood Mitigation Assistance Grant (FMA)	75
FMA (severe repetitive loss property with Repetitive Loss Strategy)	90
Repetitive Flood Claims Grant (RFC)	100
Severe Repetitive Loss Grant (SRL)	75
SRL (with Repetitive Loss Strategy)	90



Fee In Lieu of Detention

- Several cities have already adopted this policy
 - Austin
 - Cedar Hill
 - San Antonio
 - New Braunfels
 - Oklahoma City
 - Tulsa
- Can be based on estimated construction cost and land cost
- Revenue can be used to fund construction of regional detention facilities

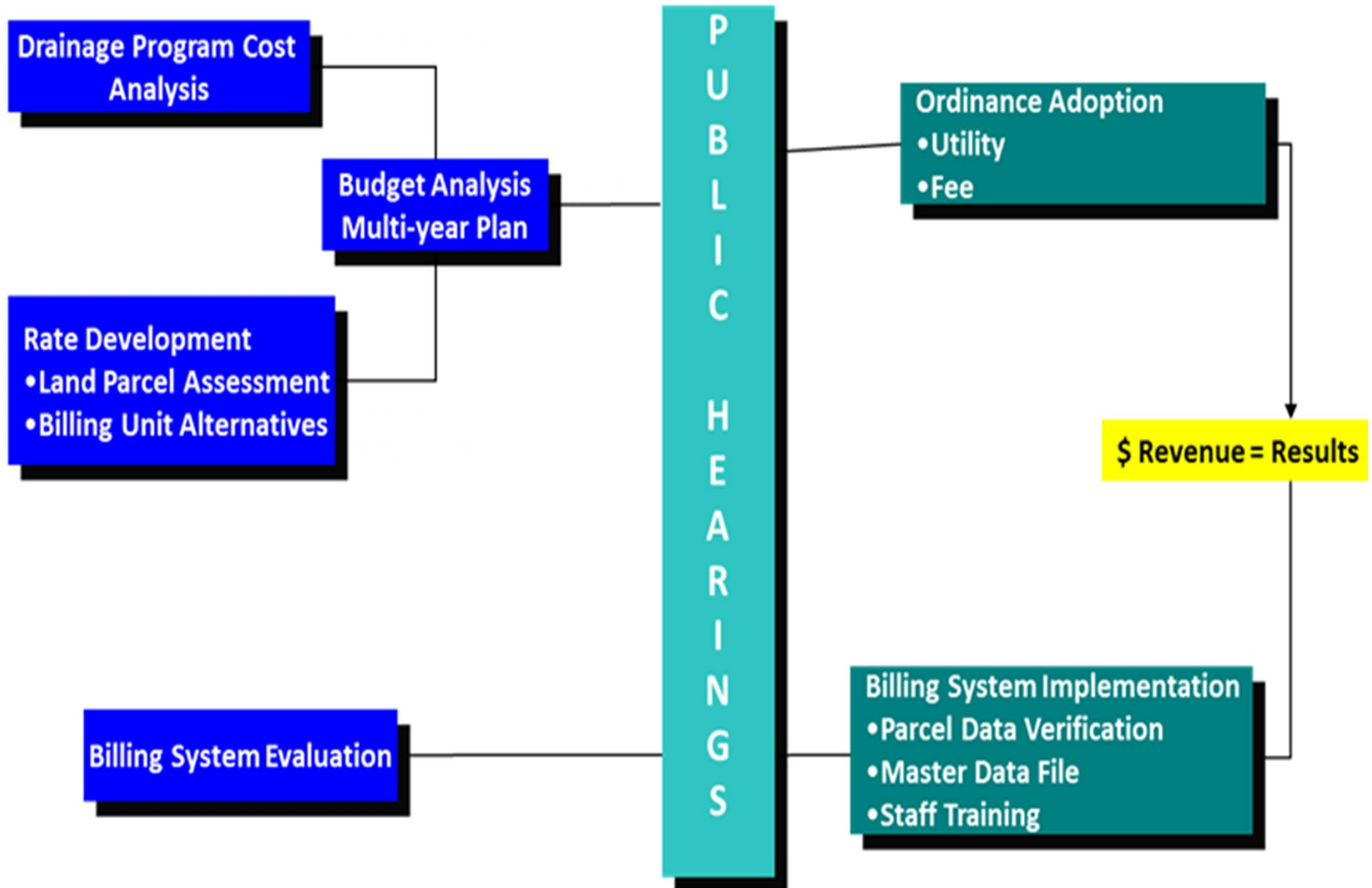




Storm Water Utility Fee Features

- Cost collection from impervious cover common to all citywide, similar to a water bill
- Establishes a dedicated source of funding
- Can leverage regular income for issuing debt if large projects require multi-years
- No greater reliance on private sector such as with impact fees that are cyclic and may negatively affect development, thus fair for existing legacy problems citywide
- Relieves some of the burden on the General Fund
 - Total annual offset: \$180,450
 - Storm Water Management Program: \$13,680 annually
 - Creek Maintenance: \$6,000 annually
 - Current Bridge/ Culvert Maintenance: \$28,370 annually
 - Proposed Bridge/Culvert CIP: \$132,400 annually
- Cost of Storm Water Utility Fee Study to Meet State Law: \$200,000

Storm Water Utility Fee Implementation Process



Summary/Questions

- Mitigation projects can be phased and prioritized as grants and funding become available
- Flood prevention measures should be implemented in order to protect lives and property



STATE OF TEXAS

§

February 17, 2014

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on February 17, 2014.

MEMBERS PRESENT:

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

MEMBERS ABSENT:

NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of January 20, 2014. Council Member Plyler moved to approve the Minutes as presented; Second by Deputy Mayor Softly. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Wacker introduced Ordinance 5809 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "STOP" SIGN AT THE INTERSECTION OF HILRE DRIVE AND KNOLLWOOD DRIVE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5809
STOP SIGN

Nate Strauch, Herald Democrat Reporter, asked if there had been accidents at the intersection or why the City felt it was necessary to install a stop sign at this location.

Clay Barnett, Director of Public Work and Engineering, said the staff received a request from a citizen and found that a stop sign would meet the requirements of the Texas Manual on Uniform Traffic Control Devices. The sign was installed and has been up for 90 days without incident.

Mr. Strauch asked why a stop sign was installed instead of a yield sign. Mr. Barnett said a stop sign is installed where you want traffic to actually stop and according to the Manual, that would be appropriate at this intersection.

No other citizens appeared before the City Council to discuss Ordinance 5809.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5809

ORD 5809
STOP SIGN

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT “STOP” SIGN AT THE INTERSECTION OF HILRE DRIVE AND KNOLLWOOD DRIVE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Council Member Watt to approve Ordinance No. 5809, as presented. Second by Council Member Johnson.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

CONSENT AGENDA

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

RECEIVE PRESENTATION FROM POLICE CHIEF OTIS HENRY ON THE POLICE DEPARTMENT’S RECRUITING INITIATIVE

POLICE RECRUITING
INITIATIVE

Otis Henry, Police Chief, presented a report on the Police Department’s Recruiting Initiative. He explained that one of the objectives with the initiative is to obtain the most highly qualified applicant available. Many agencies throughout the nation are currently having a hard time attracting quality applicants.

The Department’s challenge is “Standing for Something – Integrity, Courage, Teamwork.” He addressed their core values and said they demand these values in applicants as well as in their officers, and must have these to serve the citizens.

Chief Henry said a beginning entry level police test will be given on Saturday, April 19, 2014, at Sherman High School and at Broken Bow High School in Oklahoma. They realize they can’t compete for officers, with cities in the Mextroplex, but feel they can compete with cities in eastern Oklahoma, Texarkana, east Texas, and southern Arkansas. Chief Henry said they will be advertising in those areas.

Chief Henry said the objective of the new recruiting program is to effectively and efficiently reach and maintain the maximum staffing levels by hiring excellent people ultimately capable of delivering quality police services to the citizens of the community.

They also plan to change the application process. One change will be to modify the eligibility requirements to keep pace with the changes in society. He said the City has lost some good applicants because of some policies that were “overly strict.” By modifying the eligibility requirements they hope to recruit good quality applicants without lowering the standards.

Other changes include a new on-line registration questionnaire, a reduction in the initial paperwork, and making a study guide available to applicants to help them prepare for the written test.

Chief Henry said the lateral entry program is one of the proposed new programs, and will help Sherman attract experienced and certified officers. Applicants that are already certified officers with police experience will still have to submit to the background process and pass the written test, however after going through the Field Training Officer program, they will have “x number” of years of experience. He added that this will pay off in decision making, in a reduction of liability, and it makes the job easier for the other officers and supervisors that work with the new officer.

Another program is the satellite testing and advertising of the test, such as the one scheduled for Broken Bow, Oklahoma.

The Collegiate Officer Program is an Oklahoma program through the Kiamichi Vo-Tech, where future officers earn an Associate’s Degree and are ready to work for an Oklahoma agency. That would bring applicants with a degree and higher standards to the Sherman Police Department too. Approximately 15 people have already indicated their interest in testing for the Sherman Department.

Chief Henry said the Department is also in the process of producing a professional video to use as a recruitment tool.

At the end of the process, Chief Henry said they should have a police officer on the street that the City Council and staff can be proud of and that the citizens deserve.

Council Member Watt asked for clarification on the Field Training Officer program since that is where the lateral entry applicant will get the training needed for Sherman. Chief Henry said all the applicants will go through the FTO training, which is a very intensive 17 week program where they work with a Field Training Officer every day during that period. They are also graded every day in 25 categories. It’s every stressful, but at the end of the training, the officer is ready to do the job.

Deputy Mayor Softly asked about veterans. Chief Henry said the City of Sherman is a State Civil Service 143 City and as

such, a veteran who takes and passes the test and has an honorable discharge, receives five bonus points.

Council Member Sofey asked how he planned to “modify the eligibility.” Chief Henry said when modifying the eligibility they looked at several areas. One area was the usage of marijuana. The old rule was that a person was ineligible if they had smoked marijuana within the last five years. If they had smoked marijuana 21 times in a lifetime, they were permanently disqualified.

After much discussion, they realized that kids in school might smoke marijuana, but they might graduate and still do positive things in their life, and it's not fair to hold that over their head for the rest of their life. Sherman followed many other cities and said an applicant can't have smoked marijuana within the previous two years. Mayor Wacker verified that it is self-reported and also verified through polygraph.

She asked about the incentive that was being requested with Resolution 5837 for the lateral pay for experienced officers. Chief Henry explained that the applicants must meet certain criteria. They must have a minimum of two years experience and no more than three years experience, and then they would start in Sherman at the three year patrol pay level, which is an increase in seniority pay.

To qualify for the lateral pay, they must be certified through the State of Texas. If an applicant is certified in Oklahoma, they would still have to attend the Police Academy. In the long run, this would save the City time and effort, and in the case of Texas certified peace officers, it would also save money. He added that this would reward an officer for experience and might be the enticement they need to come to Sherman to work.

Council Member Watt said it is a deterrent for officers to move to another department because they have to start over again. Mayor Wacker added that this would help make Sherman competitive.

RESOLUTIONS

RESOLUTION NO. 5837 – REVOKING AND REPLACING RESOLUTION NO. 5798; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND PATROLMEN; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR SOME NEWLY-HIRED PATROLMEN; PROVIDING FOR AN EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 5798; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND PATROLMEN;

**RES 5837
PAY FOR
NEWLY-HIRED
POLICE OFFICERS**

ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR SOME NEWLY-HIRED PATROLMEN; PROVIDING FOR AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Watt to approve Resolution No. 5837, as presented. Second by Council Member Davis.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5838 – 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 1013 NORTH MONTGOMERY STREET

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 1013 NORTH MONTGOMERY STREET.

CONSENT AGENDA.

RES 5838
RESIDENTIAL TAX
ABATEMENT
(1013 N.
MONTGOMERY)

**REQUEST TO ADVERTISE
WATER METERS**

The City Council approved the request to advertise for the purchase of water meters for Sherman's Automated Meter Reading System. The City is requesting bids to establish a price agreement for the purchase of water meters ranging in size from 5/8" to 2". Water meters must be compatible with the ITRON MVRS automated meter reading system.

CONSENT AGENDA.

REQ TO ADVERTISE
WATER METERS

MAYOR'S APPOINTMENT TO THE SHERMAN-DENISON METROPOLITAN PLANNING ORGANIZATION'S (SD-MPO'S) METROPOLITAN TRANSPORTATION PLAN (MTP) SUBCOMMITTEE

Mayor Wacker asked Karl Welzenbach, Director of the Sherman-Denison Metropolitan Planning Organization, to give an explanation of the Metropolitan Transportation Plan Subcommittee.

MPO SUBCOMMITTEE
APPOINTMENT

Mr. Welzenbach explained that the MPO is required by Federal law, to update a long-range plan every five years, and they are currently in that process. The plan must be adopted in November 2014.

The plan lays out the transportation initiatives that can be funded through the Federal and State governments in this area, served by the MPO. It must be fiscally constrained and must be developed with public input.

One critical element of this public input is the implementation of a Metropolitan Transportation Plan

Subcommittee. He asked the City Council to appoint an active member of the City to serve on the Subcommittee to help develop the plan. Four to eight meetings will be held to solicit input for the plan.

Mayor Wacker said she has asked former City Council Member Terrence Steele to serve on this Subcommittee. He is very engaged in the community on several levels and she felt he would represent Sherman well.

ACTION TAKEN.

Motion by Council Member Watt to confirm the appointment of former City Council Member Terrence Steele to serve on the Metropolitan Transportation Plan Subcommittee. Second by Deputy Mayor Softly.

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

VOTING NAY: None.

MOTION CARRIED.

APPROVE QUARTERLY INVESTMENT REPORT FOR PERIOD ENDING DECEMBER 31, 2013

Mary Lawrence, Controller, presented the Quarterly Investment Report for the period ending December 31, 2013, which is in compliance with applicable State laws for public funds and with the City's Investment Policy.

**QUARTERLY
INVESTMENT
REPORT**

The portfolio balance of \$14.3 million and yield of 0.37% at December 31, 2013 is about the same as the previous quarter. The City continues to see better yields from the State of Texas political subdivision obligations, but remain diversified among six different types of investments.

The weighted-average maturity is down from 374 days to about 303 days, as the only purchase maturity was a CD renewal. Book value approximated market value.

Mayor Wacker said Council Member Sofey and Council Member Watt serve on the committee.

ACTION TAKEN.

Motion by Council Member Johnson to approve the Quarterly Investment Report for the period ending December 31, 2013, as presented. Second by Council Member Watt.

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

VOTING NAY: None.

MOTION CARRIED.

FINAL PLAT APPROVAL OF WASHINGTON BEND ADDITION, BEING 2.36 ACRES IN THE WILLIAM THOMPSON SURVEY, ABSTRACT NO. 1210; R.W. KLAS, OWNER; STEVE KLAS, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYORS (2900 BLOCK OF WEST WASHINGTON STREET)

The City Council approved the Final Plat of the Washington Bend Addition, which is located in the 2900 block of West

**APPROVE FINAL PLAT
WASHINGTON BEND
ADDITION**

COUNCIL MINUTES – FEBRUARY 17, 2014

Washington Street, between Creekbend Circle and Timber Creek Road. The owner would like to plat the property into four lots for residential development. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

POLICE RECRUITING PRESENTATION

Council Member Sofey said he appreciated the report from Chief Henry concerning police recruiting changes and said Sherman is a great place to live and work. He commended the Police Department for going outside the area and into some new markets to recruit quality police officers.

ANNOUNCEMENTS

Mayor Wacker announced the following:

- The first Red River Mardi Gras and Jazz Festival will be held this weekend, centered around the downtown area and the Jazz Museum. The event is a family friendly Mardi Gras and is a great way to celebrate the music and the heritage of jazz.
- The Community Series will present the Sherman Symphony Orchestra on Saturday, March 1, 2014, at 7:30 p.m. in Kidd-Key Auditorium.
- A concert in Kidd-Key Auditorium on Friday, March 7, 2014 at 7:00 p.m. will feature Weston and Christy Hinson, with special guest Ronny Hinson of the original Hinsons.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:28 p.m.

CITIZENS REQUESTS

MEDIA QUESTIONS

POLICE RECRUITING
PRESENTATION

ANNOUNCEMENTS

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN
POLICE
TEXAS

Recruiting Initiative
February 17, 2014





Core Values

Integrity

Professionalism

Loyalty

Courage

Compassion

Fairness/Equality

Leadership

Teamwork



Saturday, April 19, 2014

Sherman High School

Broken Bow, Oklahoma High School



Recruiting Objective

*To Effectively and Efficiently Reach and Maintain
Our Maximum Staffing levels*

by

*Hiring Excellent People Ultimately Capable of
Delivering Quality Police Services To The
Citizens of Our Community*



Recruiting Strategies

Application Process

Modify Eligibility Requirements

On-Line Registration Questionnaire

Reduce Initial Paperwork

Study Guide Availability



Recruiting Strategies

New Programs

Lateral Entry

Satellite Testing

Advertise in Satellite Test Area

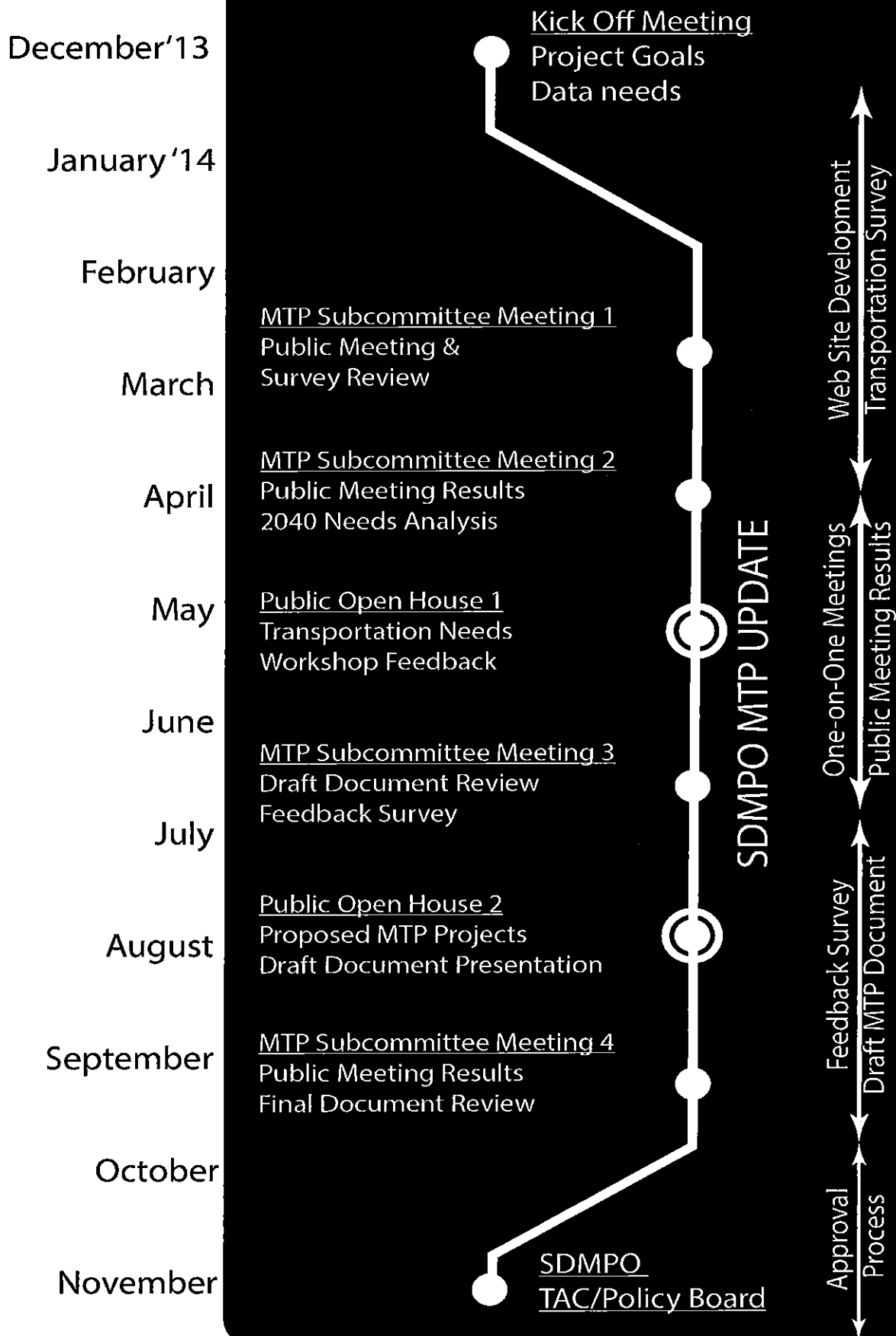
Collegiate Officer Program

Professional Videographer



*We Stand to
Prevent,
Reduce, and
Disrupt Crime
and Disorder by
Aggressive,
Professional,
and
Compassionate
Enforcement of
the Law*

SHERMAN-DENISON MPO MTP TIMELINE





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 03/03/2014

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

PROCLAMATION

"IHOP's National Pancake Day and Shriners Hospitals for Children Day" – March 4, 2014

Issue:

To present a proclamation designating March 4, 2014 as "IHOP's National Pancake Day and Shriners Hospitals for Children Day" in Sherman

Background:

For the past eight years, IHOP, in conjunction with their National Pancake Day celebration, has given away free stacks of pancakes to encourage customers to make a voluntary donation to the Shriners Hospitals for Children.

Origination:

The request originated with Mayor Wacker.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

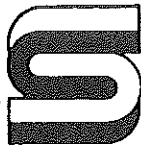
It is the recommendation of the staff that a proclamation be presented designating March 4, 2014 as "IHOP's National Pancake Day and Shriners Hospitals for Children Day."

Alternatives:

The Council could choose not to present the proclamation.

Attachments

Proclamation



Proclamation

WHEREAS, Shriners Hospitals for Children is a national non-profit organization committed to giving children the opportunity to live a more normal life, and

WHEREAS, Shriners Hospitals for Children gives children the opportunity to receive treatment for orthopedic problems, severe burns, and spinal cord injuries and provides them with a head start in developing a normal life, regardless of the patient's ability to pay, and

WHEREAS, on March 4, 2014, Shriners Hospitals for Children and IHOP will team up to promote children's health as part of IHOP's National Pancake Day Celebration, and

WHEREAS, during National Pancake Day, IHOP restaurants across the country will invite guests to enjoy a complimentary stack of IHOP's signature buttermilk pancakes and will encourage customers to make a voluntary donation to Shriners Hospitals for Children, and

WHEREAS, every free stack of buttermilk pancakes has the potential to improve the lives of the children in Sherman and across the nation.

NOW THEREFORE, I, Cary Wacker, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim March 4, 2014

IHOP'S NATIONAL PANCAKE DAY AND SHRINERS HOSPITALS FOR CHILDREN DAY

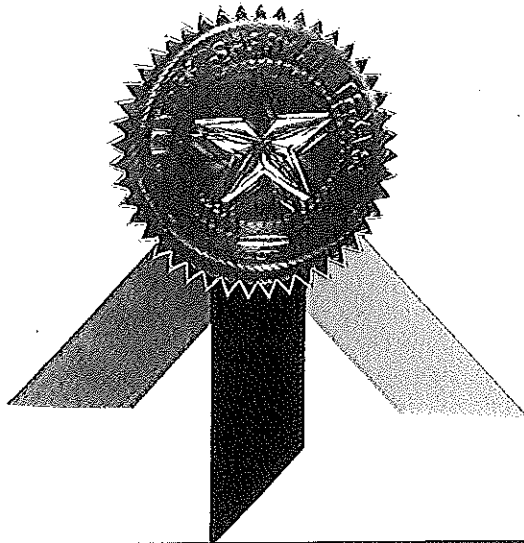
in the City of Sherman and encourage all citizens to participate in IHOP's National Pancake Day event and to donate generously to the Shriners Hospitals for Children.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 3rd day of March, 2014.

Mayor

ATTEST:

Grinda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 03/03/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

CONSENT AGENDA

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

List of Agenda Items:

- D.1. * RESOLUTION NO. 5839**
Awarding a Bid to and Authorizing Execution of a Contract with 03 Concrete Construction, LLC for the Loy Lake Road and Sara Swamy Drive Improvement Project
- D.3. * RESOLUTION NO. 5841**
Awarding a Bid to and Authorizing Execution of a Contract with Heartland Asphalt Materials, Inc. for an Annual Supply of CRS-2 and CRS-2H Emulsified Asphalt
- D.4. * RESOLUTION NO. 5842**
Awarding a Bid to and Authorizing Execution of a Contract with James Thorpe Company for an Annual Supply of Crushed Rock Coverstone
- D.5. * RESOLUTION NO. 5843**
Awarding a Bid to and Authorizing Execution of a Contract with Morrison Supply Company, Inc. for an Annual Supply of Water and Sewer Maintenance Supplies and Parts
- D.6. * RESOLUTION NO. 5844**
Authorizing Execution of an Agreement with Alberto M. Orellana for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1003 North Brents Avenue
- E.1. * CHANGE ORDER NO. 1**
Wastewater Treatment Plant East Bar Screen Replacement Project; Jerry Paul Higgins, LTD.; \$2,898.00 Increase
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 03/03/2014

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

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5839**

Awarding a Bid to and Authorizing Execution of a Contract with 03 Concrete Construction, LLC for the Loy Lake Road and Sara Swamy Drive Improvement Project

Issue:

To consider contracting for construction of the Loy Lake Road and Sara Swamy Improvements

Background:

At the request of the City of Sherman, the Sherman-Denison Metropolitan Planning Organization included in their Transportation Improvement Program a project to widen the existing Loy Lake Bridge. The request was made in order to alleviate traffic congestion in this area. The new bridge will double the capacity of the Loy Lake Bridge from two lanes with a shared left turn lane for each direction to four lanes with a dedicated left turn lane for each direction. However, Loy Lake Road is currently a two-lane road with a continuous left turn lane. In order to avoid a bottleneck at the intersection, widening the roadway to four lanes with a median from the service road to the intersection of Sara Swamy is recommended. This transition section will reduce the likelihood of a bottleneck occurring at the intersection. The project will include signalizing the intersection of Loy Lake and Sara Swamy.

Sealed bids for the construction of the project were opened on February 20, 2014 at 2:00 p.m. Six (6) bids were received with the lowest bid being submitted by 03 Concrete Construction, LLC in the amount of \$314,333.90. A bid tabulation is attached.

Origination:

Clay Barnett, P.E., Director of Public Works and Engineering

Financial Consideration:

Funding for this construction project in the amount of \$314,333.90 are available in the Tax Increment Financing #3 Fund. A budget amendment later in the year will be needed to appropriate the previously unbudgeted amounts, which should be approximately \$200,000.

Staff Recommendation:

It is recommended that the bid be awarded for construction of the Loy Lake Road and Sara Swamy Drive Improvements to the low bidder, 03 Concrete Construction, LLC of Van Alstyne, Texas, in the amount of \$314,333.90. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

Those as may be recommended by the City Council.

Attachments

Resolution No. 5839

Contract

Bid Tabulation

Location Map

RESOLUTION NO. 5839

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH 03 CONCRETE CONSTRUCTION, LLC FOR THE LOY LAKE ROAD AND SARA SWAMY DRIVE IMPROVEMENT PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That 03 Concrete Construction, LLC is hereby awarded the bid in the total amount of Three-Hundred and Fourteen Thousand, Three Hundred and Thirty-Three Dollars and Ninety Cents (\$314,333.90) for the Loy Lake Road and Sara Swamy Drive Improvement Project; 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 by the City Attorney, to execute a contract with 03 Concrete Construction, LLC in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

CONTRACT
AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into this ____day of _____, 2014, by and between the City of Sherman, of the County of Grayson and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and 03 Concrete Contractors, LLC, of the City of Van Alstyne, County of Grayson, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Loy Lake Road and Sara Swamy Drive Improvements

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him.

The OWNER agrees to pay the CONTRACTOR \$314,333.90 in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

OWNER:

CONTRACTOR:

CITY OF SHERMAN

03 CONCRETE CONTRACTORS, LLC

By: _____ By: _____
George Olson, City Manager Craig Wells, President

ATTEST:

By: _____
Linda Ashby, City Clerk

ACKNOWLEDGMENT:

Before me, _____, on this day personally appeared Mr. Craig Wells, 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 expressed.

Given under my hand and seal of office this ____ day of _____, 2014.

Notary Public's Signature

Approved as to form and content:

Brandon S. Shelby, City Attorney



CITY OF SHERMAN
LOY LAKE ROAD IMPROVEMENTS

BID TABULATION
February 20, 2014, 2:00 PM

BIDDER	Signed	Addendums	Bonding Co	Bid Bond	Bid Total
Pavecon	X	X	X	X	\$547,175.42
03 Concrete Construction	X	X	X	X	\$314,333.90
Vessels Construction	X	X	X	X	\$322,254.90
North Texas Contracting	X	X	X	X	\$439,776.00
Mitchell Enterprises	X	X	X	X	\$504,776.59
Lynn Vessels Const.	X	X	X	X	\$319,695.87

Clay Barnett

Clay Barnett, P.E., Dir. of Public Works & Engineering

David Vilbig

Engineer of Record



Image courtesy of USGS © 2013 Microsoft Corporation ImagePatch.com

Sherman
CLASSIC TOWN. BROAD HORIZON.

Engineering Department

300 150 0 300 Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 03/03/2014

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

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5840

Awarding a Bid to and Authorizing Execution of a Contract with Glover Mowing and Landscaping Company for the 2014 Public Works Mowing Program

Issue:

To consider awarding a bid to and authorizing execution of a contract with Glover Mowing and Landscaping Company for the annual mowing of street rights-of-way and other City properties

Background:

A request for the 2014 street rights-of-way and field mowing bids was made and, on February 12, 2014, four (4) bids were received and opened. Glover Mowing and Landscaping Company of Sherman, 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, contingent upon approval of funds by the City Council for those respective budget years and the desire of the City to extend the contract. The contract is for a not-to-exceed annual amount of \$47,230.00 and allows the City flexibility in lowering the total cost by decreasing mowing cycles based on weather and budget constraints. The \$47,230.00 contracted price is approximately \$2,615.00 lower than the second bid and approximately \$775.00 higher than the previous contract in April 2013.

Origination:

Department of Public Works

Financial Consideration:

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

Staff Recommendation:

Award the bid and authorize the City Manager to execute a contract with Glover Mowing and Landscaping of Sherman, Texas.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5840

Contract

Bid Tabulation

RESOLUTION NO. 5840

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GLOVER MOWING AND LANDSCAPING COMPANY FOR THE 2014 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 Glover Mowing and Landscaping Company of Sherman, Texas, is hereby awarded the City of Sherman's 2014 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 Glover Mowing and Landscaping Company for the 2014 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 _____, 2014.

CITY OF SHERMAN, TEXAS

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

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 **GLOVER MOWING AND LANDSCAPING CO.** of Sherman, 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 February 11, 2014, 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 March 10, 2014 through October 31, 2014. However, award of the contract for Option Years One and Two for the period of April 1, 2015 through October 31, 2015, and April 1, 2016 through October 31, 2016, 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 coverage.

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 (2014) of FORTY-SEVEN THOUSAND TWO HUNDRED THIRTY DOLLARS AND NO CENTS (\$47,230.00). 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 GLOVER MOWING AND LANDSCAPING CO., on this the _____ day of _____, 2014, and by the CITY OF SHERMAN, by its City Manager and attested by its City Clerk, on this the day of _____, 2014.

Glover Mowing & Landscaping Co. CITY OF SHERMAN
(Company Name)

BY:

Jeff Glover

BY: _____

NAME:

Jeff Glover

TITLE:

Owner

ADDRESS:

P.O. Box 1304
Sherman, Texas 75091

NAME: GEORGE OLSON

TITLE: City Manager

ADDRESS: 220 W. Mulberry Street
Sherman, Texas 75090

ATTEST:

ATTEST:

BY: _____

BY: _____

NAME: _____

NAME: Linda Ashby

TITLE: _____

TITLE: City Clerk

APPROVED:

BY:

Brandon Shelby
Brandon Shelby, City Attorney

1000 9/21/14

2014 MASTER MOW LIST

COMPANY NAME: **Glover**

Map #	Parks Maintenance Finish Mow twice monthly	Address / Description	Property ID	Cost per Mow
1	McGee/Post Oak Creek NW side	1409 W. McGee-floodplain bridge	1	15.00
1	McGee/Post Oak Creek SE side	1300 W. McGee-floodplain bridge	2	15.00
1	Newman Street Park	McGee and Newman Drive	3	20.00
2	Pebblebrook Park South (needs trimming)	3000 Park Avenue	4	50.00
3	Corner lots S. Grand Ave.	Grand Ave corners and drains King to Odneal	5	75.00
4	Brockett Street (the Block)	401 E. Brockett	6	20.00
5	Fire Tower and Gun Range(Field Mow 1 per month)	2419 S. East Street	7	100.00 - <i>Per 10/13/14</i>
6	Cam Corner / College St and Travis - 2 Islands and College St ROW	Travis St. at Hwy. 75 and College St. between Travis and Sam Rayburn	8	60.00
7	Airport - terminal grounds and inside of fence	Municipal Airport, 1200 S. Dewey	9	80.00
8	Center St Underpass	Center St. at Hwy. 75	10	40.00
9	Grand Ave. median	Cherry St. to Carter and Richards to Tuck	11	80.00
10	N Loy Lake and 82 ROW at Popeye's	From Popeye's bushes to Loy Lake	12	45.00
11	Lamar St Underpass	Lamar at Hwy. 75	13	40.00
11	Houston St Underpass	Houston at Hwy. 75	14	40.00
12	Hwy 75 & 82 ROW	Hwy. 75 & 82	15	125.00
13	Lamberth Rd. ROW / Medians - Shady Oaks and Norwood ROW	From 1417 to city limit at Shady Oaks to Norwood St. to Lamberth	16	100.00
14	Moore St. median	300 Blk Moore St. between Elm and Rusk	17	20.00
15	Park St. Underpass	Park St. at Hwy. 75	18	40.00
16	Pecan St. ROW	Pecan at Maxey (2 medians, rectangle and triangle properties)	19	50.00
17	Texoma Parkway median	Texoma Parkway medians south from approx. service road to 691	20	550.00
18	Travis St. Underpass	Travis St. at Hwy. 75	21	40.00
19	Washington St underpass and island	Washington at Hwy 75 and Washington at Ely	22	50.00
20	Brockett St. ROW including tree trimming	Along Brockett from Travis to Porter St.	23	125.00
21	Houston St. ROW	From Rusk to Lincoln - sidewalk to curb	24	20.00
22	Crockett St. island / Travis St. island	2000 Blk. S. Crockett St. where Crockett & Travis meet / Travis and Wilson	25	20.00
23	First St. island	600 Blk. S. First St. and E. King	26	10.00
24	Houston / Lamar Frontage Road	75 South exit 58 west side frontage rd to Results building	27	150.00
25	Park St. ROW 1417 to Moore	mow to and trim along back of fences	28	225.00
26	Washington St.	East of 1417 to houses	29	55.00

EXHIBIT A

27A-D	Washington St	West of 1417 to City Limits - Maps 27A,B,C,D	30	65.00
28	Independence Dr., Peyton, Taylor, Loy Lake	Various streets at close proximity	31	40.00
29	Cypress Grove Rd. / Rex Cruise ROW	Cypress Grove Rd (1417 to Rex Cruise) Rex Cruise (Hwy 82 to N of Glasgow Dr)	32	125.00
30	Churchill and Marlborough lots and ROW	Various lots and ROW at Marlborough	33	65.00
31	Hickory and Lamberth	Corner lot	34	25.00
	Public Works Mow - Minimum 1 per Month			
32	Center St. (all non maintained areas)	Center St. (Sam Rayburn to 1417)	35	150.00
33	Dewey Ave. / Ida Rd ROW	Dewey Ave. (Airport S. to Ida Rd.) Ida Rd. (Dewey to First St)	36	50.00
34	Fallon Dr. ROW	Fallon (Theresa Dr. to Hwy. 75)	37	60.00
35	First St. ROW	First St. (Cherry St. to Hwy. 11)	38	80.00
36	Frisco Rd. ROW	Frisco Road (Broughton to Fallon behind Midway Mall)	39	80.00
37	Lamberth Rd and bridge	East of 1417 from Monte Cristo to east of bridge	40	60.00
38	North Creek ROW	N. creek (Travis to Town Center)	41	75.00
39	Travis St. ROW	S. Travis St. (Crockett south to bridge / state maintenance)	42	45.00
40	Travis St. ROW	N. Travis (Taylor to North Creek Dr)	43	50.00
41	ROW at King and at Wells	2 lots - (1) N of King (2) N of Wells	44	60.00
42AB	OB Groner Rd ROW - WEST	East of Friendship to County Maintenance MAP 42A / Wilsonwood Estates MAP 42B	45	55.00
43	Park Avenue ROW and Inwood Street	Medians, curve and Inwood property	46	80.00
44	Property connected to the triangle- property near Tracks restaurant next to triangle	1205 bounded by Pecan St, Woods St. and Kessler Blvd.	47	150.00
45	Gribble ST & Rosedale	NW corner of airport property / Drainage between 165716 & 165717	48	45.00
46	W. Canyon Grove Rd and Cinema	Travis to Walmart parking lot / Cinema and service road to Travis	49	80.00
	Public Works ROW Mowing 3 Times Per Season			
47	Gallagher Rd. ROW	Gallagher (Frisco Rd. to Luther Kriox) various undeveloped areas	50	50.00
48	Gribble St. ROW	Gribble (Rosedale Park South to Lake Ave)	51	55.00
49	Hickory St. ROW	Hickory (McClain St. to Hwy. 82)	52	50.00
50	Lake St. ROW	Lake St. various places from Ida Rd to Montgomery	53	60.00
51	Leslie lane ROW and Drainage Ditch	Leslie Lane (Patricia to Copley)	54	50.00
52	Little Lane ROW	Little Lane (Washington to Lamberth)	55	50.00
53	Moore St. ROW	Moore St. (Bryant to 1417)	56	225.00
54	OB Groner Rd ROW - EAST	City limit west of Hwy 1417 east to Moore St. MAP 47A,B	57	50.00
55	Friendship Rd. ROW	Friendship Rd. (Hwy. 56 to County Maint. Sign)	58	50.00
56	Howe Dr. ROW	Howe Dr (RR Tracks behind TYSON to water well	59	50.00
57	Akers Rd. ROW	Akers Rd. (SamRayburn to RR tracks)	60	60.00



CERTIFICATE OF LIABILITY INSURANCE

GLOVJE1

OP ID: RP

DATE (MM/DD/YYYY)

02/14/2014

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 Guest Insurance Agency, Inc. 903 18th Street, Suite 124 Plano, TX 75074 Rick Guest	CONTACT NAME: Rick Guest	
	PHONE (A/C, No, Ext): 972-424-4209	FAX (A/C, No): 972-423-6601
INSURED William Jeff Glover dba Glover Mowing & Landscaping Co PO Box 1304 Sherman, TX 75091	E-MAIL ADDRESS: rick@guestinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Insurance	
	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			46SBMZJ6923	12/12/2013	12/12/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
A	☐ CLAIMS-MADE ☐ OCCUR			46SBMZJ6923	12/12/2013	12/12/2014	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Mowing and Landscaping

CERTIFICATE HOLDER**CANCELLATION**

CITYSHE City of Sherman 407 W Washington St Sherman, TX 75091	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 Rick Guest

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2014

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	STATE FARM INSURANCE 506 E TAYLOR ST SHERMAN, TX 75090	CONTACT NAME: SHARON PATTI PHONE (A/C, No, Ext): 903-892-3923 E-MAIL: sharon.patti.imri@statefarm.com FAX (A/C, No): 903-893-8451
	INSURED	GLOVER MOWING AND LANDSCAPING CO PO BOX 1304 SHERMAN, TX 75090	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: Texas Mutual Insurance Company 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.

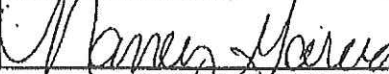
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			087 4563-A05-43I	01/05/2014	01/05/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0001201303 20110804	06/04/2013	06/04/2014	WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDERCity of Sherman
PO 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



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2014 MASTER MOW LIST BID TABS		Address / Description	Property ID	Est Mow per Mo	Est Mow per Season @ 7 MO	GLOVER		LEE LANGFORD		SITESCAPE/FINAL TOUCH		SF LANDSCAPING	
Map #	Parks Maintenance Finish Mow twice monthly					Cost per Mow	Cost Season	Cost per Mow	Cost Season	Cost per Mow	Cost Season	Cost per Mow	Cost Season
1	McGee/Post Oak Creek NW side	1409 W. McGee-floodplain bridge	1	2	14	\$ 15.00	\$ 210.00	\$ 50.00	\$ 700.00	\$ 36.00	\$ 504.00	\$ 10.00	\$ 140.00
1	McGee/PostOak Creek SE side	1300 W. McGee-floodplain bridge	2	2	14	\$ 15.00	\$ 210.00	\$ 50.00	\$ 700.00	\$ 36.00	\$ 504.00	\$ 10.00	\$ 140.00
1	Newman Street Park	McGee and Newman Drive	3	2	14	\$ 20.00	\$ 280.00	\$ 50.00	\$ 700.00	\$ 36.00	\$ 504.00	\$ 20.00	\$ 280.00
2	Pebblebrook Park South (needs trimming)	3000 Park Avenue	4	2	14	\$ 50.00	\$ 700.00	\$ 150.00	\$ 2,100.00	\$ 60.00	\$ 840.00	\$ 50.00	\$ 700.00
3	Corner lots S. Grand Ave.	Grand Ave corners and drains King to Odneal	5	2	14	\$ 75.00	\$ 1,050.00	\$ 125.00	\$ 1,750.00	\$ 144.00	\$ 2,016.00	\$ 70.00	\$ 980.00
4	Brockett Street (the Block)	401 E. Brockett	6	2	14	\$ 20.00	\$ 280.00	\$ 50.00	\$ 700.00	\$ 36.00	\$ 504.00	\$ 30.00	\$ 420.00
Parks Maintenance Mow monthly													
5	Fire Tower and Gun Range(Field Mow 1 per month)	2419 S. East Street	7	1	7	\$ 100.00	\$ 700.00	\$ 100.00	\$ 700.00	\$ 336.00	\$ 2,352.00	\$ 75.00	\$ 525.00
Public Works Finish Mowing twice monthly													
6	Cam Corner / College St and Travis - 2 islands and College St ROW	Travis St. at Hwy. 75 and College St. between Travis and Sam Rayburn	8	2	14	\$ 60.00	\$ 840.00	\$ 150.00	\$ 2,100.00	\$ 60.00	\$ 840.00	\$ 45.00	\$ 630.00
7	Airport - terminal grounds and inside of fence	Municipal Airport, 1200 S. Dewey	9	2	14	\$ 80.00	\$ 1,120.00	\$ 125.00	\$ 1,750.00	\$ 48.00	\$ 672.00	\$ 115.00	\$ 1,610.00
8	Center St.Underpass	Center St. at Hwy. 75	10	2	14	\$ 40.00	\$ 560.00	\$ 100.00	\$ 1,400.00	\$ 36.00	\$ 504.00	\$ 45.00	\$ 630.00
9	Grand Ave. median	Cherry St. to Carter and Richards to Tuck	11	2	14	\$ 80.00	\$ 1,120.00	\$ 175.00	\$ 2,450.00	\$ 120.00	\$ 1,680.00	\$ 170.00	\$ 2,380.00
10	N Loy Lake and 82 ROW at Popeye's	From Popeye's bushes to Loy Lake	12	2	14	\$ 45.00	\$ 630.00	\$ 100.00	\$ 1,400.00	\$ 36.00	\$ 504.00	\$ 25.00	\$ 350.00
11	Lamar St.Underpass	Lamar at Hwy. 75	13	2	14	\$ 40.00	\$ 560.00	\$ 125.00	\$ 1,750.00	\$ 48.00	\$ 672.00	\$ 45.00	\$ 630.00
11	Houston St.Underpass	Houston at Hwy. 75	14	2	14	\$ 40.00	\$ 560.00	\$ 275.00	\$ 3,850.00	\$ 48.00	\$ 672.00	\$ 45.00	\$ 630.00
12	Hwy 75 & 82 ROW	Hwy. 75 & 82	15	2	14	\$ 125.00	\$ 1,750.00	\$ 100.00	\$ 1,400.00	\$ 120.00	\$ 1,680.00	\$ 140.00	\$ 1,960.00
13	Lamberth Rd. ROW / Medians - Shady Oaks and Norwood ROW	From 1417 to city limit at Shady Oaks to Norwood St. to Lamberth	16	2	14	\$ 100.00	\$ 1,400.00	\$ 50.00	\$ 700.00	\$ 168.00	\$ 2,352.00	\$ 70.00	\$ 980.00
14	Moore St. median	300 Blk Moore St.between Elm and Rusk	17	2	14	\$ 20.00	\$ 280.00	\$ 125.00	\$ 1,750.00	\$ 24.00	\$ 336.00	\$ 20.00	\$ 280.00
15	Park St. Underpass	Park St. at Hwy. 75	18	2	14	\$ 40.00	\$ 560.00	\$ 125.00	\$ 1,750.00	\$ 36.00	\$ 504.00	\$ 45.00	\$ 630.00
16	Pecan St. ROW	Pecan at Maxey (2 medians, rectangle and triangle properties)	19	2	14	\$ 50.00	\$ 700.00	\$ 125.00	\$ 1,750.00	\$ 48.00	\$ 672.00	\$ 50.00	\$ 700.00
17	Texoma Parkway median	Texoma Parkway medians south from approx. service road to 691	20	2	14	\$ 550.00	\$ 7,700.00	\$ 1,000.00	\$ 14,000.00	\$ 624.00	\$ 8,736.00	\$ 785.00	\$ 10,990.00
18	Travis St. Underpass	Travis St. at Hwy. 75	21	2	14	\$ 40.00	\$ 560.00	\$ 50.00	\$ 700.00	\$ 36.00	\$ 504.00	\$ 65.00	\$ 910.00
19	Washington St underpass and Island	Washington at Hwy 75 and Washingtln at Ely	22	2	14	\$ 50.00	\$ 700.00	\$ 175.00	\$ 2,450.00	\$ 48.00	\$ 672.00	\$ 65.00	\$ 910.00
20	Brockett St. ROW including tree trimming	Along Brockett from Travis to Porter St.	23	2	14	\$ 125.00	\$ 1,750.00	\$ 200.00	\$ 2,800.00	\$ 120.00	\$ 1,680.00	\$ 55.00	\$ 770.00
21	Houston St. ROW	From Rusk to Lincoln - sidewalk to curb	24	2	14	\$ 20.00	\$ 280.00	\$ 50.00	\$ 700.00	\$ 36.00	\$ 504.00	\$ 20.00	\$ 280.00
22	Crockett St. island / Travis St. island	2000 Blk. S. Crockett St. where Crockett & Travis meet / Travis and Wilson	25	2	14	\$ 20.00	\$ 280.00	\$ 50.00	\$ 700.00	\$ 36.00	\$ 504.00	\$ 30.00	\$ 420.00
23	First St. island	600 Blk. S. First St. and E. King	26	2	14	\$ 10.00	\$ 140.00	\$ 50.00	\$ 700.00	\$ 36.00	\$ 504.00	\$ 5.00	\$ 70.00
24	Houston / Lamar Frontage Road	75 South exit 58 west side frontage rd to Results building	27	2	14	\$ 150.00	\$ 2,100.00	\$ 200.00	\$ 2,800.00	\$ 192.00	\$ 2,688.00	\$ 110.00	\$ 1,540.00
25	Park St. ROW 1417 to Moore	mow to and trim along back of fences	28	2	14	\$ 225.00	\$ 3,150.00	\$ 200.00	\$ 2,800.00	\$ 288.00	\$ 4,032.00	\$ 225.00	\$ 3,150.00
26	Washiglon St.	East of 1417 to houses	29	2	14	\$ 55.00	\$ 770.00	\$ 150.00	\$ 2,100.00	\$ 48.00	\$ 672.00	\$ 45.00	\$ 630.00
27A-D	Washington St.	West of 1417 to City Limits - Maps 27A,B,C,D	30	2	14	\$ 65.00	\$ 910.00	\$ 125.00	\$ 1,750.00	\$ 288.00	\$ 4,032.00	\$ 60.00	\$ 840.00
28	Independence Dr., Peyton, Taylor, Loy Lake	Various streets at close proximity	31	2	14	\$ 40.00	\$ 560.00	\$ 125.00	\$ 1,750.00	\$ 192.00	\$ 2,688.00	\$ 125.00	\$ 1,750.00
29	Cypres Grove Rd. / Rex Cruse ROW	Cypress Grove Rd (1417 to Rex Cruise) Rex Cruise (Hwy 82 to N of Glasgow Dr)	32	2	14	\$ 125.00	\$ 1,750.00	\$ 125.00	\$ 1,750.00	\$ 144.00	\$ 2,016.00	\$ 90.00	\$ 1,260.00
30	Churchill and Marlborough lots and ROW	Various lots and ROW at Marlborough	33	2	14	\$ 65.00	\$ 910.00	\$ 125.00	\$ 1,750.00	\$ 72.00	\$ 1,008.00	\$ 50.00	\$ 700.00
31	Hickory and Lamberth	Corner lot	34	2	14	\$ 25.00	\$ 350.00	\$ 50.00	\$ 700.00	\$ 36.00	\$ 504.00	\$ 20.00	\$ 280.00
Public Works Mow - Minimum 1 per Month													
32	Center St. (all non maintained areas)	Center St. (Sam Rayburn to 1417)	35	1	7	\$ 150.00	\$ 1,050.00	\$ 200.00	\$ 1,400.00	\$ 288.00	\$ 2,016.00	\$ 170.00	\$ 1,190.00
33	Dewey Ave. / Ida Rd ROW	Dewey Ave.(Airport S. to Ida Rd.) Ida Rd. (Dewey to First St)	36	1	7	\$ 50.00	\$ 350.00	\$ 200.00	\$ 1,400.00	\$ 144.00	\$ 1,008.00	\$ 95.00	\$ 665.00
34	Fallon Dr. ROW	Fallon (Theresa Dr. to Hwy. 75)	37	1	7	\$ 60.00	\$ 420.00	\$ 200.00	\$ 1,400.00	\$ 48.00	\$ 336.00	\$ 145.00	\$ 1,015.00
35	First St. ROW	First St. (Cherry St. to Hwy. 11)	38	1	7	\$ 80.00	\$ 560.00	\$ 125.00	\$ 875.00	\$ 216.00	\$ 1,512.00	\$ 75.00	\$ 525.00
36	Frisco Rd. ROW	Frisco Road (Broughton to Fallon behind Midway Mall)	39	1	7	\$ 80.00	\$ 560.00	\$ 150.00	\$ 1,050.00	\$ 240.00	\$ 1,680.00	\$ 150.00	\$ 1,050.00
37	Lamberth Rd and bridge	East of 1417 from Monte Cristo to east of bridge	40	1	7	\$ 60.00	\$ 420.00	\$ 75.00	\$ 525.00	\$ 72.00	\$ 504.00	\$ 45.00	\$ 315.00
38	North Creek ROW	N. creek (Travis to Town Center)	41	1	7	\$ 75.00	\$ 525.00	\$ 100.00	\$ 700.00	\$ 144.00	\$ 1,008.00	\$ 45.00	\$ 315.00
39	Travis St. ROW	S. Travis St. (Crockett south to bridge / state maintenance)	42	1	7	\$ 45.00	\$ 315.00	\$ 150.00	\$ 1,050.00	\$ 192.00	\$ 1,344.00	\$ 25.00	\$ 175.00
40	Travis St. ROW	N. Travis (Taylor to North Creek Dr)	43	1	7	\$ 50.00	\$ 350.00	\$ 150.00	\$ 1,050.00	\$ 288.00	\$ 2,016.00	\$ 75.00	\$ 525.00
41	ROW at King and at Wells	2 lots - (1) N of King (2) N of Wells	44	1	7	\$ 60.00	\$ 420.00	\$ 100.00	\$ 700.00	\$ 48.00	\$ 336.00	\$ 20.00	\$ 140.00
42AB	OB Groner Rd ROW - WEST	East of Friendship to County Maintenance MAP 42A / Wilsonwood Estates MAP 42B	45	1	7	\$ 55.00	\$ 385.00	\$ 200.00	\$ 1,400.00	\$ 192.00	\$ 1,344.00	\$ 60.00	\$ 420.00

43	Park Avenue ROW and Inwood Street	Medians, curve and Inwood property	46	1	7	\$ 80.00	\$ 560.00	\$ 125.00	\$ 875.00	\$ 120.00	\$ 840.00	\$ 55.00	\$ 385.00
44	Property connected to the Triangle- property near Tracks restaurant next to triangle	1205 bounded by Pecan St.,Woods St. and Kessler Blvd.	47	1	7	\$ 150.00	\$ 1,050.00	\$ 200.00	\$ 1,400.00	\$ 120.00	\$ 840.00	\$ 60.00	\$ 420.00
45	Gribble ST & Rosedale	NW corner of airport property / Drainage between 165716 & 165717	48	1	7	\$ 45.00	\$ 315.00	\$ 100.00	\$ 700.00	\$ 72.00	\$ 504.00	\$ 15.00	\$ 105.00
46	W. Canyon Grove Rd and Cinema	Travis to Walmart parking lot / Cinema and service road to Travis	49	1	7	\$ 80.00	\$ 560.00	\$ 150.00	\$ 1,050.00	\$ 192.00	\$ 1,344.00	\$ 50.00	\$ 350.00
	Public Works ROW Mowing 3 Times Per Season												
47	Gallagher Rd. ROW	Gallagher (Frisco Rd. to Luther Knox) various undeveloped areas	50		3.0	\$ 50.00	\$ 150.00	\$ 100.00	\$ 300.00	\$ 144.00	\$ 432.00	\$ 25.00	\$ 75.00
48	Gribble St. ROW	Gribble (Rosedale Park South to Lake Ave)	51		3.0	\$ 55.00	\$ 165.00	\$ 200.00	\$ 600.00	\$ 192.00	\$ 576.00	\$ 30.00	\$ 90.00
49	Hickory St. ROW	Hickory (McClain St. to Hwy. 82)	52		3.0	\$ 50.00	\$ 150.00	\$ 200.00	\$ 600.00	\$ 168.00	\$ 504.00	\$ 45.00	\$ 135.00
50	Lake St. ROW	Lake St. various places from Ida Rd to Montgomery	53		3.0	\$ 60.00	\$ 180.00	\$ 200.00	\$ 600.00	\$ 192.00	\$ 576.00	\$ 40.00	\$ 120.00
51	Leslie lane ROW and Drainage Ditch	Leslie Lane (Patricia to Copley)	54		3.0	\$ 50.00	\$ 150.00	\$ 200.00	\$ 600.00	\$ 48.00	\$ 144.00	\$ 25.00	\$ 75.00
52	Little Lane ROW	Little Lane (Washington to Lamberth)	55		3.0	\$ 50.00	\$ 150.00	\$ 300.00	\$ 900.00	\$ 96.00	\$ 288.00	\$ 25.00	\$ 75.00
53	Moore St. ROW	Moore St. (Bryant to 1417)	56		3.0	\$ 225.00	\$ 675.00	\$ 150.00	\$ 450.00	\$ 192.00	\$ 576.00	\$ 125.00	\$ 375.00
54	OB Groner Rd ROW - EAST	City limit west of Hwy 1417 east to Moore St MAP 47A,B	57		3.0	\$ 50.00	\$ 150.00	\$ 200.00	\$ 600.00	\$ 144.00	\$ 432.00	\$ 50.00	\$ 150.00
55	Friendship Rd. ROW	Friendship Rd.(Hwy. 56 to County Maint. Sign)	58		3.0	\$ 50.00	\$ 150.00	\$ 300.00	\$ 900.00	\$ 120.00	\$ 360.00	\$ 55.00	\$ 165.00
56	Howe Dr. ROW	Howe Dr (RR Tracks behind TYSON to water well	59		3.0	\$ 50.00	\$ 150.00	\$ 300.00	\$ 900.00	\$ 192.00	\$ 576.00	\$ 45.00	\$ 135.00
57	Akers Rd. ROW	Akers Rd. (SamRayburn to RR tracks)	60		3.0	\$ 60.00	\$ 180.00	\$ 50.00	\$ 150.00	\$ 192.00	\$ 576.00	\$ 45.00	\$ 135.00
58	Monroe Ave	Open areas at Monroe from street to railroad alonglrees from Carr to Andrews	61		3.0	\$ 50.00	\$ 150.00	\$ 50.00	\$ 150.00	\$ 72.00	\$ 216.00	\$ 50.00	\$ 150.00
59	Ross St. ROW	Ross (North of Old Settler's Park to Baker)	62		3.0	\$ 80.00	\$ 240.00	\$ 200.00	\$ 600.00	\$ 72.00	\$ 216.00	\$ 80.00	\$ 240.00
60	Sherperd Dr. West ROW	W. Shepard Dr. (S. Rayburn to Farmington Rd.)	63		3.0	\$ 80.00	\$ 240.00	\$ 200.00	\$ 600.00	\$ 192.00	\$ 576.00	\$ 150.00	\$ 450.00
61	Sherperd Dr.East ROW	E. Shepard Dr. (S. Rayburn east to curve and south to RR)	64		3.0	\$ 125.00	\$ 375.00	\$ 200.00	\$ 600.00	\$ 144.00	\$ 432.00	\$ 50.00	\$ 150.00
62	Skaggs Rd. / Tuck ROW	Skaggs Rd (Hwy 82 to Tuck) Tuck (Skaggs to Ellingson)	65		3.0	\$ 100.00	\$ 300.00	\$ 200.00	\$ 600.00	\$ 192.00	\$ 576.00	\$ 150.00	\$ 450.00
63	Taylor St. ROW	South side of Taylor from 1417 west to apartment property line	66		3.0	\$ 20.00	\$ 60.00	\$ 50.00	\$ 150.00	\$ 36.00	\$ 108.00	\$ 10.00	\$ 30.00
64	Throckmorton St. Dead End Lot	900 Blk. N. Throckmorton dead end at railroad tracks	67		3.0	\$ 40.00	\$ 120.00	\$ 50.00	\$ 150.00	\$ 36.00	\$ 108.00	\$ 15.00	\$ 45.00
	Complaint Driven												
65	Arizona St. ROW	Arizona St. Drainage Easement along FM 1417 from S. Dakota St. to S. Carolina St.	68		1	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 48.00	\$ 48.00	\$ 35.00	\$ 35.00
66	Welcome to Sherman Flood-Bridge-E of creek	1730 Houston/Lamar E of Sand Creek	69		1	\$ 50.00	\$ 50.00	\$ 75.00	\$ 75.00	\$ 72.00	\$ 72.00	\$ 15.00	\$ 15.00
67	Bello Vista & Dripping Springs	E side of Bello Vista by cemetary	70		1	\$ 50.00	\$ 50.00	\$ 150.00	\$ 150.00	\$ 36.00	\$ 36.00	\$ 40.00	\$ 40.00
68	FM 1417 and Redbud	N end of property at Redbud entrance	71		1	\$ 35.00	\$ 35.00	\$ 50.00	\$ 50.00	\$ 36.00	\$ 36.00	\$ 20.00	\$ 20.00
						GLOVER		LEE LANGFORD		SITESCAPE/FINAL TOUCH		SF LANDSCAPING	
					EST TOTAL PER SEASON	\$ 47,230.00		\$ 92,400.00		\$ 73,152.00		\$ 49,845.00	



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 3.

Meeting Date: 03/03/2014

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

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5841**

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

Issue:

To consider the award of a bid to Heartland Asphalt Materials, Inc. of Hurst, Texas for the purchase of up to 80,000 gallons of CRS-2 and CRS-2H emulsified asphalt oil for the 2014 Seal Coat Program

Background:

The City of Sherman annually contracts with an outside vendor for the supply of CRS-2 and CRS-2H emulsified asphalt. A request to advertise for public bids was approved by the City Council in its meeting of December 16, 2013. The new supply contract was publicly advertised; and three vendors submitted bids on February 18, 2014. The low bidder, Heartland Asphalt Materials, Inc., is also the vendor with the currently expiring contract with the City. The annual costs and quantities were estimated internally by the Street Maintenance Department.

Origination:

Street Maintenance Department

Financial Consideration:

The bid submitted by Heartland Asphalt Materials, Inc. for the required asphalt oil was \$2.2153 per gallon and was the low bid. This is a \$0.0787 gallon decrease over last year. There are sufficient funds in the fiscal year 2013-2014 annual Street Maintenance Department operating budget to purchase up to 80,000 gallons of emulsified asphalt oil. Based on these volumes, the expected total cost would be \$177,224.00.

Staff Recommendation:

It is the staff's recommendation that the Sherman City Council award the contract to Heartland Asphalt Materials, Inc. of Hurst, Texas, based on their bid of \$2.2153 per gallon of emulsified asphalt for one 12-month period.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5841

Contract

Bid Tabulation

RESOLUTION NO. 5841

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH HEARTLAND ASPHALT MATERIALS, INC. FOR AN ANNUAL SUPPLY OF CRS-2 AND CRS-2H EMULSIFIED ASPHALT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Heartland Asphalt Materials, Inc. is hereby awarded the bid, based on estimated volumes in a total amount of One-Hundred, Seventy-Seven Thousand, Two Hundred Twenty-Four Dollars and Zero Cents (\$177,224.00) for an annual supply of CRS-2 and CRS-2H emulsified asphalt; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved by the City Attorney, to execute a contract with Heartland Asphalt Materials, Inc. for an annual supply of CRS-2 and CRS-2H emulsified asphalt, in accordance with all contract documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

CITY OF SHERMAN
CRS-2 AND CRS-2H EMULSIFIED ASPHALT

Does your bid meet all specifications contained herein? Yes ☒ No ☐
Does your material and workmanship meet all specifications? Yes ☒ No ☐

If no is indicated, explain below

PRICE PER GALLON: \$ 2.2153 Delivered to the city of Sherman
Delivery information and Other: \$2.08/gallon FOB Seagrass, TX

Freight is based upon a minimum of 5,600 gallons

2 hours free unloading, \$80.⁰⁰/hr after

Return loads are 1/2 of tariff

* Pump charge is included in the delivered price.

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

OUR company is a (Check One):

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

Company Name: Heartland Asphalt Materials, Inc.

Address of Principal Place of Business:

860 West Airport Freeway Ste 400
Hurst, TX 76054

Mailing Address (if different):

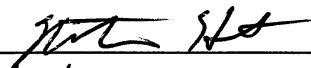
Same as place of business

Phone: (817) 788-9700

Fax: (817) 788-9706

Email: mhunt@heartlandasphaltmaterials.com

Authorized Representative: Matt Hunt

Signature: 

Date: 2/17/14

Acknowledgement of Addenda (if any) : #1 ____ #2 ____ #3 ____



**CITY OF SHERMAN
STANDARD CONTRACT**

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

Seller:

Heartland Asphalt Materials, Inc.
Name

860 West Airport Fwy Ste 400
Address

Hurst, TX 76054
City, State, Zip

(817) 788-9700
Telephone

mhunt@heartlandasphaltmaterials.com
Email

DESCRIPTION OF GOODS

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

CRS-2 & CRS-2H; Emulsified Asphalts

[CHECK ONE:]

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

Date of Delivery

OR

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

DURATION: From → to → *1 year from contract award date. 2/17/14 mlt*

PAYMENT TERMS

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

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

CONTRACT TERMS AND CONDITIONS

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

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

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

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or

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

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

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

12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller 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 issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

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

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

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

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

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

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

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

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

21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

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

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

26. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
27. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
28. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
29. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this _____ day of _____,
SELLER:



(Signature)

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

860 West Airport Freeway Ste 400
(Address)

Hurst, TX 76054
(City, State, Zip)

CITY OF SHERMAN:

By: _____
George Olson,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney

**CITY OF SHERMAN
BID TABULATION
CRS-2 AND CRS-2H EMULSIFIED ASPHALT
BID OPENING Tuesday, February 18, 2014; 2:00 PM**

[illegible]



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 4.

Meeting Date: 03/03/2014

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

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5842**

Awarding a Bid to and Authorizing Execution of a Contract with James Thorpe Company for an Annual Supply of Crushed Rock Coverstone

Issue:

To consider an award of bid for the City's annual contract for the supply of crushed rock coverstone to James Thorpe Company

Background:

The City of Sherman annually contracts with an outside vendor for the supply of crushed rock coverstone. A request to advertise for public bids was approved by the City Council in its meeting of December 16, 2013. The new supply contract was publicly advertised; and two vendors submitted bids on February 18, 2014.

Origination:

Street Maintenance Department

Financial Consideration:

The bid submitted by James Thorpe Company for the required crushed rock coverstone was \$20.55 per ton and was the lowest bid that met materials specifications. This is a \$1.25 per ton increase over last year. There are sufficient funds in the fiscal year 2013-2014 annual Street Maintenance Department operating budget to purchase up to 3,000 tons of crushed rock coverstone. Based on these quantities, the expected total cost would be \$61,650.00.

Staff Recommendation:

It is the staff's recommendation that the Sherman City Council award the contract to James Thorpe Company of Pottsboro, Texas, based on their bid of \$20.55 per ton of crushed rock coverstone for one 12-month period.

Alternatives:

Those as may be recommended by the City Council

Attachments

Resolution No. 5842

Contract

Bid Tabulation

RESOLUTION NO. 5842

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 AN ANNUAL SUPPLY OF CRUSHED ROCK COVERSTONE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That James Thorpe Company of Pottsboro, Texas, is hereby awarded the bid, based on estimated volumes in the total amount of Sixty-One Thousand, Six Hundred and Fifty Dollars and Zero Cents (\$61,650.00) for an annual supply of cover stone; 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 James Thorpe Company for an annual supply of crushed rock coverstone, in accordance with all contract documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

**CITY OF SHERMAN
CRUSHED ROCK COVERSTONE**

Does your bid meet all specifications contained herein? Yes X No

Does your material and workmanship meet all specifications? Yes X No

If no is indicated, explain below

PRICE PER TON: \$ 20.55

Delivery information and Other:

30 Days

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

OUR company is a (Check One):

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

Company Name: James Thorpe Company

Address of Principal Place of Business:

409 Grayson Street

Pottsboro, Texas 75076

Mailing Address (if different):

PO Box 1555

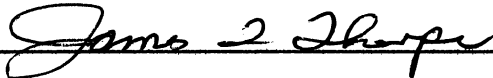
Pottsboro, Texas 75076

Phone: 903-786-6097

Fax: 903-786-2755

Email: jamesthorpeco@aol.com

Authorized Representative: James T. Thorpe

Signature: 

Date: 2-17-2014

Acknowledgement of Addenda (if any): #1 x #2 x #3 x



**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:

James T. Thorpe

Name

PO Box 1555

Address

Pottsboro, Texas 75076

City, State, Zip

903-786-6097

Telephone

jamesthorpeco@aol.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:

Crushed Rock Coverstone

[CHECK ONE:]

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

Date of Delivery

OR

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

DURATION: From 2/18/14 to 2/18/15

PAYMENT TERMS

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

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

CONTRACT TERMS AND CONDITIONS

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

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and

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

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.

10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
11. **WARRANTY – PRICE:**
- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller 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 issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
- 15. CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.
- 16. FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military

authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the

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

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

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

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

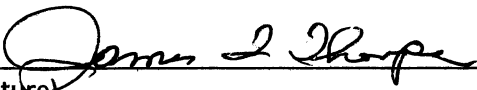
PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this _____ day of _____,

James Thorpe Co.

SELLER:


(Signature)

James T. Thorpe Owner
(Type/Print Name and Title/Position)

PO Box 1555
(Address)

Pottsboro, Texas 75076
(City,State,Zip)

CITY OF SHERMAN:

By: _____
George Olson,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney

BID OPENING Tuesday, February 18, 2014; 2:00 PM

[illegible]



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 5.

Meeting Date: 03/03/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5843**

Awarding a Bid to and Authorizing Execution of a Contract with Morrison Supply Company, Inc. for an Annual Supply of Water and Sewer Maintenance Supplies and Parts

Issue:

To consider an award of bid for the City's annual contract for the supply of water and sewer maintenance supplies and parts to Morrison Supply Company, Inc.

Background:

The City of Sherman annually contracts with an outside vendor for the supply of water and sewer maintenance supplies and parts. A request to advertise for public bids was approved by the City Council in its meeting of January 6, 2014. The new supply contract was publicly advertised; and three vendors submitted bids on February 11, 2014. The low bidder, Morrison Supply Company, Inc., is also the vendor with the currently expiring contract with the City. The annual costs and quantities were estimated internally by the City's Collection and Distribution Department.

Origination:

Department of Utilities Administration

Financial Consideration:

Funds are budgeted in Collection and Distribution and Infiltration/Collection departments for about \$551,000. Although the low bid totals about \$1.3 million, only the budgeted amount will be spent. The bid totals include maximum quantities of each part individually, but actual quantities will be less.

Staff Recommendation:

It is the staff's recommendation that the Sherman City Council award the contract to Morrison Supply Company, Inc. of Sherman, Texas, based on their bid of \$1,339,335.10 for one 12-month period with four 12-month renewals.

Alternatives:

Those as may be recommended by the City Council

Attachments

Resolution No. 5843

Contract

Bid Tab Summary

RESOLUTION NO. 5843

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MORRISON SUPPLY COMPANY, INC. FOR AN ANNUAL SUPPLY OF WATER AND SEWER MAINTENANCE SUPPLIES AND PARTS; 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 Morrison Supply Company, Inc. of Sherman, Texas, is hereby awarded the bid, based on estimated volumes in the total amount of One Million Three Hundred Forty-One Thousand Eight Hundred Thirty-Five Dollars and Zero Cents (\$1,341,835.00) for an annual supply of water and sewer maintenance supplies and parts; 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 for said purchase, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**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:

Name: MORRISON SUPPLY CO.

Address: 1119 FRISCO ROAD

City, State, Zip: SHERMAN, TEXAS 75090

Telephone: 903-893-6541

Email: dhicks@morsco.com

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:

WATER AND SEWER MAINTENANCE SUPPLIES AND PARTS

[CHECK ONE:]

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

OR

 X This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. Upon the conclusion of the duration of this Contract, Buyer may renew this agreement for four additional one (1) year periods upon sending written notice of intent thereof within forty-five (45) days prior to the expiration of the last day of the term of this Contract.

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

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

CONTRACT TERMS AND CONDITIONS

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

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth by written designation of the 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 effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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- 24. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
- 25. ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
- 26. INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS

AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

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

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

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

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

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SELLER and on behalf of BUYER, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____, 2014.

EXECUTED this _____ day of _____,
_____.

SELLER:

MORRISON SUPPLY COMPANY

(Signature)

Derek Hicks

(Type/Print Name and Title/Position)

Derek Hicks, Branch Manager

(Address)

1119 Frisco Rd

(City,State,Zip)

Sherman, TX 75090

CITY OF SHERMAN:

By: _____

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

ATTEST:

By: _____

Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney

Water and Sewer Supplies & Parts

Bid Opening: 10:00 am 02/11/14

**some items are unavailable*

Page	Description	Morrison Supply	HD Supply	Ferguson	
2	Flanged x MJ Gate Valve*	60,075.50	68,878.87	69,964.76	
2	MJ Gate Valves	86,088.87	92,323.62	99,741.68	
2	Flange X Flange Gate Valve	63,666.54	72,417.24	73,190.94	
2	Flange Bolts & Gaskets Stainless Steel	3,118.00	657.75	1,261.16	
4	MJ X MJ Butterfly Valve	10,978.58	11,812.00	12,110.00	
4	flanged X MJ Butterfly Valve*	2,499.90	15,062.00	12,573.46	
4	Flanged X Flanged Butterfly Valve	10,978.58	12,012.00	12,110.00	
6	MJ Caps	1,708.84	1,648.70	1,757.03	
6	MJ solid Sleeve	9,317.18	8,962.26	9,599.23	
6	MJ Plugs	2,165.57	2,106.06	2,152.83	
7	MJ Bends	10,055.40	9,490.69	10,118.75	
8	MJ Bends	5,883.45	5,561.04	5,856.97	
9	MJ Reducers	3,952.89	3,888.01	3,978.18	
10	MJ Tee	11,957.91	11,821.16	12,166.20	
10	MJ Tee	18,566.64	16,925.00	18,387.46	
11	MJ Cross	3,163.16	6,783.62	3,372.67	
12	Flange to MJ Adapters	2,090.10	4,128.80	2,234.63	
12	MJ X Flange 90 Adapters	3,578.80	3,368.65	3,826.37	
13	Mega Lug 2000 Series Restraint Glands (for C900 PVC) Sets	19,700.00	19,511.70	20,878.45	
13	Mega Lug 1100 Series Mechanical Joint Accessory Set	16,279.50	15,716.90	18,505.79	
14	Restrainer Clamps	27,602.80	26,142.90	14,281.91	
14	Mechanical Joint Accessory Set	6,757.80	3,723.50	7,347.89	
14	Restraint Gland (for CIP)	12,761.70	19,853.00	9,959.10	
16	Fire Hydrants	166,823.91	186,670.06	176,288.52	
16	Fire Hydrant Extension Kit	6,720.00	10,309.40	5,441.33	
16	Traffic Flange Repair Kit	2,940.00	4,051.80	3,168.00	
16	Maint Valve Repair Kit	7,644.00	2,560.80	10,176.00	
18	Repair Clamps ROMAC-SS1 Stainless Steel or Equal (for D.I. and C900 PVC)	113,892.35	131,005.85	131,663.13	
19	Repair Clamps ROMAC-SS1 Stainless Steel	20,582.10	19,240.98	19,386.23	
21	Stainless Steel Tapping Sleeve	29,988.60	27,992.58	28,548.33	
21	Stainless Steel Tapping Sleeve	8,414.76	7,908.00	8,067.96	
23	Brass Pipe Fittings	15,571.50	15,234.00	16,112.43	
24	Brass Pipe Fittings	41,167.50	41,301.00	41,543.51	
25	Brass Pipe Fittings	29,970.70	27,622.45	27,216.39	
26	Brass Pipe Fittings	17,330.00	17,063.95	16,258.28	
27	Meter Couplings	11,883.00	11,633.00	11,638.14	

Water and Sewer Supplies & Parts

Bid Opening: 10:00 am 02/11/14

**some items are unavailable*

Page	Description	Morrison Supply	HD Supply	Ferguson	
27	Curb Stops (Full Port)	99,194.20	75,690.20	97,506.50	
27	Corporation Stops (Full Port)	63,706.50	60,269.50	60,364.74	
28	Copper Tube Type "K"-60' Roll	32,412.00	28,762.00	31,597.20	
29	Double Strap Service Saddles Nylon Coated Saddles with Stainless Steel Straps ROMAC Style 202N or Equal	61,091.13	70,848.62	66,675.25	
30	Double Strap Service Saddles Nylon Coated Saddles with Stainless Steel Straps ROMAC Style 202N or Equal and ROMAC Style 101N or Equal	14,870.64	17,841.40	17,509.70	
31	Adjustable Case Iron Valve Box	16,996.00	17,150.00	17,845.66	
31	Valve Box Risers (Cast Iron)	2,200.00	2,337.20	2,808.25	
31	Manhole Gaskets	5,052.90	5,051.30	987.82	
32	Manhole Ring & Lid 32"	26,499.40	27,340.00	26,944.34	
32	Manhole Extension Rings (Cast Iron	8,893.40	6,894.40	7,745.06	
32	Meter Boxes	25,981.00	21,416.50	24,768.57	
32	Fiberglass Manholes	7,124.40	7,258.72	7,854.01	
33	PVC Water Pipe	34,527.20	29,352.00	28,897.61	
33	PVC Sewer Pipe	35,865.00	38,125.00	30,273.05	
34	4" SCL.40 Drain Fittings	5,701.00	5,822.00	7,822.86	
34	SCL.40 Pipe	437.00	588.00	455.63	
35	4" Sewer Tapping Saddles Predco STS 4-E or Equal	23,158.00	23,572.00	21,304.88	
35	Clay Tile X SDR PVC Adapters Frengo or Equal	12,249.10	12,827.30	13,239.28	
	GRAND TOTAL	1,341,835.00	1,386,535.48	1,385,484.12	1,063,011.60
	GRAND TOTAL w/o Unavailable	1,339,335.10	1,371,473.48	1,372,910.66	1,060,511.70

Water and Sewer Supplies & Parts

Bid Opening: 10:00 am 02/11/14

**some items are unavailable*

Page	Description	Morrison Supply	HD Supply	Ferguson
2	Flanged x MJ Gate Valve*	60,075.50	68,878.87	69,964.76
2	MJ Gate Valves	86,088.87	92,323.62	99,741.68
2	Flange X Flange Gate Valve	63,666.54	72,417.24	73,190.94
2	Flange Bolts & Gaskets Stainless Steel	3,118.00	657.75	1,261.16
4	MJ X MJ Butterfly Valve	10,978.58	11,812.00	12,110.00
4	flanged X MJ Butterfly Valve*	2,499.90	15,062.00	12,573.46
4	Flanged X Flanged Butterfly Valve	10,978.58	12,012.00	12,110.00
6	MJ Caps	1,708.84	1,648.70	1,757.03
6	MJ solid Sleeve	9,317.18	8,962.26	9,599.23
6	MJ Plugs	2,165.57	2,106.06	2,152.83
7	MJ Bends	10,055.40	9,490.69	10,118.75
8	MJ Bends	5,883.45	5,561.04	5,856.97
9	MJ Reducers	3,952.89	3,888.01	3,978.18
10	MJ Tee	11,957.91	11,821.16	12,166.20
10	MJ Tee	18,566.64	16,925.00	18,387.46
11	MJ Cross	3,163.16	6,783.62	3,372.67
12	Flange to MJ Adapters	2,090.10	4,128.80	2,234.63
12	MJ X Flange 90 Adapters	3,578.80	3,368.65	3,826.37
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	GRAND TOTAL w/o Unavailable	1,339,335.10	1,371,473.48	1,372,910.66	1,060,511.70



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 6.

Meeting Date: 03/03/2014

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5844**

Authorizing Execution of an Agreement with Alberto M. Orellana for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1003 North Brents Avenue

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1003 North Brents 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:

Alberto M. Orellana, Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$382.80 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. 5844

Agreement

Application

Warranty Deed

Site Plan

Bldg Permit

Photo

Location Map

RESOLUTION NO. 5844

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH ALBERTO M. ORELLANA FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1003 NORTH BRENTS 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 Alberto M. Orellana 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 Alberto M. Orellana 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 1003 North Brents Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **ALBERTO M. ORELLANA**, 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 1003 N. Brents Avenue, Sherman, Texas, and as more particularly described by the following:

BEING Lot 5, Block 2, Colling Addition, Section 2

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

Alberto M. Orellana
1221 N. Cleveland Ave.
Sherman, Texas 75090
(903) 744-3355

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

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

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
ALBERTO M. ORELLANA

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
ALBERTO M. ORELLANA

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 **ALBERTO M. ORELLANA**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

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

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

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: _____

Mailing Address: 1221 N. Cleveland Sherman TX 78090

Telephone Number: 903 893 7965 903 844-3355

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 1003 N Brents

Summary Legal Description: Lot: 5 Block: 2 Addition: colling Sec 2

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: 110,000.00

Estimated Date of Start of Construction: 2-17-14

Estimated Date of Completion of Project: 7-1-14

Description of Project: New Home

Applicant(s): _____

Date: 2-18-14

Date: _____

Grayson County
Wilma Bush
Grayson County Clerk
Sherman, Texas 75090



70 2013 00000246

Instrument Number: 2013-00000246

Recorded On: January 04, 2013

As
Recordings

Parties: KICKIN ASS & TAKIN LAND LLC
To MENJIVAR ALBERTO ORELLANA

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: 2013-00000246
Receipt Number: 368598
Recorded Date/Time: January 04, 2013 09:38:54A
Book-Vol/Pg: BK-OR VL-5230 PG-776
User / Station: J CARYOL - Cashiering Station 2

Record and Return To:

ALBERTO ORELLANA
1221 N CLEVELAND AVE
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

00000246 OR 5230 777

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

WARRANTY DEED

Date: 1/3/2013

Grantor: Kickin A\$\$ & Takin Land, LLC.

Grantor's Mailing Address (including county): 981 Lakewood Rd. Denison, TX 75020 (Grayson)

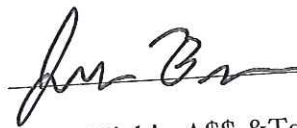
Grantee: Alberto Orellana Menjivar

Grantee's Mailing Address (including county): 1221 N. Cleveland Ave. Sherman, Tx. 75090
(Grayson)

Consideration: 10 and no/100 dollars (\$10.00) and other good and valuable consideration paid

Property (including any improvements) COLLING ADDN. SEC 2, BLK 2, LOT 5, City of
Sherman, County Grayson, Texas, known as TBD N. Brents (75090)

Reservations from and Exceptions to Conveyance and Warranty: Grantee excepts this property
"as is" without any warranties of fitness



Kickin A\$\$ & Takin Land, LLC.

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

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

STATE OF TEXAS

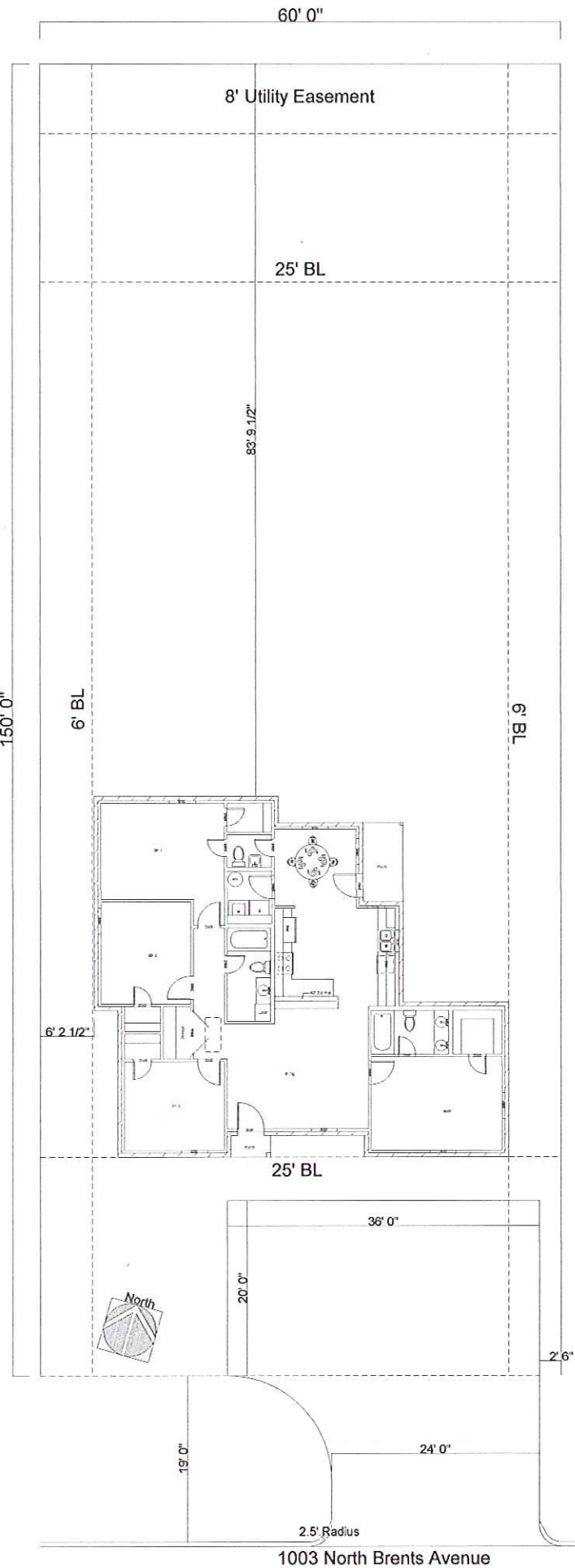
COUNTY OF Grayson

This instrument was acknowledged before me on the 3 day of January, 2013, by
JUSTIN BRISCOE
Kickin A\$\$ & Takin Land, LLC.



Altha Faye Fugett
Notary Public, State of Texas

AFTER RECORDING RETURN TO: 1221 N. Cleveland Ave. Sherman, Tx. 75090
(Grayson)



CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 140280 SUBCONTRACTOR: ALBERTO ORELLANA DATE ISSUED: 2/13/2014

PROJECT ADDRESS: 1003 N BRENTS AVE
PARCEL ID:
SUBDIVISION: COLLING SECTION 2

LOT #: 5
BLK #: 2
ZONE ORD:

ISSUED TO: ALBERTO ORELLANA
ADDRESS: 1221 N CLEVELAND AVE
CITY, ST ZIP: SHERMAN TX 75090-4151
PHONE:

CONTRACTOR: VILLAGE GREEN OF DENISON INC
ADDRESS: PO BOX 12
CITY, ST ZIP: DENISON TX 75021
PHONE: 903-814-7207

PROP.USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION
VALUATION: \$ 110,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,567.00
BEDROOMS: 4
BATHROOMS: 2.5
STORIES: 1

FEE CODE	DESCRIPTION	AMOUNT
BLD03	NEW RESIDENTIAL	\$ 470.10
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
TOTAL		\$ 495.10

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)

2/13/14
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

2/20/14
DATE


(APPROVED BY) BUILDING & ZONING

2/17/14
DATE

1003 N. Brents





1003 N. Brents

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



1 inch = 98 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 03/03/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

*** CHANGE ORDER NO. 1**

Wastewater Treatment Plant East Bar Screen Replacement Project; Jerry Paul Higgins, LTD.; \$2,898.00 Increase

Issue:

To consider approval of Change Order No. 1 to the contract with Jerry Paul Higgins, LTD. for the Wastewater Treatment Plant East Bar Screen Replacement Project

Background:

The City awarded a contract to Jerry Paul Higgins, LTD. to install a new bar screen at the City's wastewater treatment plant. Following installation of the bar screen, it was discovered that existing electrical conduits do not contain enough wiring to support the operation of the screen. It has been requested that the contractor install new conduit and wiring to facilitate operation of the newly installed equipment. The change order encompasses the extra work to install the conduit and wiring. The change order was approved by the Greater Texoma Utility Authority (GTUA) at its February 17, 2014 meeting.

Origination:

Department of Utilities Administration and GTUA

Financial Consideration:

The change order will add \$2,898.00 to the contract price, yielding a revised contract amount of \$219,448.00. The project is funded through the GTUA.

Staff Recommendation:

It is recommended that Change Order No. 1 be approved in the amount of \$2,898.00.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

CHANGE ORDER NO. 1

PROJECT: SHERMAN WWTP EAST BAR SCREEN REPLACEMENT

OWNER: GREATER TEXOMA UTILITY AUTHORITY FOR CITY OF SHERMAN, TEXAS

ENGINEER: FREEMAN-MILLIGAN, INC.

DATE: FEBRUARY 11, 2014

This change order forms a part of the Contract Documents and modifies the original contract as noted below. The Contractor is hereby authorized, subject to the Contract provisions, to make the following changes:

1. Provide two 1" x 160 PVC conduits and fittings 24" underground from the control building to the replacement bar screen with 40 #14 control wires for the control panel in one conduit and 5 #12 & #14 wires for the 120 volt receptacle and pilot light. Provide aluminum ridge stub ups at each end. \$5,868.00

2. Credit for remote control panel provided by the equipment supplier. (\$2,970.00)

NET INCREASE \$2,898.00

DRAWINGS:

No Changes

Original Contract Amount:

\$216,590.00

Additions/Reductions Previous Change Orders:

\$0.00

Addition This Change Order:

\$ 2,898.00

Revised Contract Amount:

\$219,488.00

RECOMMENDED:

David E. Yates
FREEMAN-MILLIGAN, INC.

Feb. 11, 2014
DATE

APPROVED:

Don Charles Whitley
CONTRACTOR

2/12/2014
DATE

OWNER

DATE



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 1.

Meeting Date: 03/03/2014

Prepared By: Robby Hefton, Assistant City Manager/CFO

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Accept Annual Audit Report for Year Ended September 30, 2013 from Adami, Lindsey and Company, L.L.P.

Issue:

To receive a presentation from Adami, Lindsey and Company, L.L.P. of Sherman, Texas, and accept the audit report for the year ended September 30, 2013

Background:

On February 20, 2014, the Audit Committee, Assistant City Manager and Controller met with the City's external auditors to discuss the results of the independent audit for the year ended September 30, 2013. The auditors gave a "clean" audit opinion, meaning that, in their opinion, the financial statements are fairly presented in accordance with established accounting standards. The financial statements reflect that the operating results for the year ended September 30, 2013 were generally in line with expected results, and that overall financial performance was on par with the budget. There were no material findings arising out of the audit. After discussion, the Audit Committee recommended the report be presented to the Council at the March 3, 2014 meeting.

Origination:

Assistant City Manager/CFO

Financial Consideration:

None

Staff Recommendation:

The staff recommends that the Council accept the audit report as recommended by the Audit Committee.

Alternatives:

None recommended



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 2.

Meeting Date: 03/03/2014

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

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of 95.436 Acres of Land North and East of Mathis Lane in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of the property at the north and east sides of Mathis Lane in the City of Sherman's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

In 2008, the City entered into Development Agreements with the property owners for this area. The agreements stated the City would not annex the property for a period of five years. The five-year time frame has now passed; and it is time to begin the annexation process for the 95.436 acres.

State law requires the City Council to conduct two (2) public hearings on its intent to annex and the provision of services no later than forty (40) days nor earlier than twenty (20) days before the introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than ten (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Origination:

Department of Engineering

Financial Consideration:

A cost benefit analysis will be provided prior to final action on this item.

Staff Recommendation:

It is recommended that the schedule for annexation be approved and that the required public hearings be set for Wednesday, March 26, 2014 (Called Council Meeting), Monday, April 7, 2014 (Regular Council Meeting) and Monday, May 5, 2014 (Regular Council Meeting).

Alternatives:

The City Council could choose not to consider this request for annexation.

Attachments

Annexation Schedule

Location Map

ANNEXATION SCHEDULING PLAN

Annexation of 95.436 acres of land North and East of Mathis Lane

- Friday, March 7, 2014.....Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
- Friday, March 14, 2014.....Post notice on City's website, newspaper and City Hall for City Council's 1st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
- Friday, March 21, 2014.....Post notice of 1st Public Hearing under the Open Meetings Act.
- Wednesday, March 26, 2014.....City Council's 1st Public Hearing on intent to annex and service plan.(Called Council Meeting)
- Friday, March 28, 2014.....Post notice on City's website, newspaper and City Hall for City Council's 2nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
- Thursday, April 3, 2014.....Post notice of 2nd Public Hearing under the Open Meetings Act.
- Monday, April 7, 2014.....City Council's 2nd Public Hearing on intent to annex and service plan.(Regular Council Meeting)
- Thursday, May 1, 2014.....Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
- Monday, May 5, 2014.....City Council Public Hearing for introduction and consideration of adoption of annexation ordinance. (Regular Council Meeting)



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



Annexation



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. M.

Meeting Date: 03/03/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2014 Council Calendar

2014

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
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FEBRUARY						
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APRIL						
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JUNE						
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JULY						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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28	29	30	31			

01/17/2014	Joint Meeting w/SEDCO Board - Panda Tour - Canceled
02/03/2014	Regular City Council Meeting - Cancelled
02/12/2014	Called Meeting for Informational Presentation
02/26/2014	Called Meeting for Informational Presentation
03/12/2014	Called Meeting for Informational Presentation

03/26/2014	Called Meeting for Informational Presentation
09/01/2014	Labor Day/Called Council Meeting on 09/02/2014