

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 2, 2009
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY MAYOR BILL MAGERS](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 16, 2009, AND THE CALLED CITY COUNCIL MEETING OF FEBRUARY 18, 2009](#)

Consent Agenda

B.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

C.1 [RESOLUTION NO. 5325](#)

Approving and Authorizing Publication of Notice of Intention to Issue Certificates of Obligation

C.2 [* RESOLUTION NO. 5326](#)

Authorizing Execution of an Encroachment Easement to Woodmont Sherman, L.P. for the Construction of a Retaining Wall in the Drainage and Utility Easement of Lots 1, 2, 3, 4 and 5 of Block A in the Replat of Blocks A, B, and D of Sherman Commons Addition to the City of Sherman

C.3 [RESOLUTION NO. 5327](#)

Awarding a Bid to and Authorizing Execution of a Contract with VesCor, Inc. d/b/a Vessels Construction for the Rehabilitation of Brockett Street from Travis Street to Grand Avenue

- C.4** [RESOLUTION NO. 5328](#)
Authorizing Execution of a Discretionary Service Agreement with Oncor Electric Delivery Company, LLC for the Purchase and Installation of Street Lights along Brockett Street, between Grand Avenue and Travis Street
- C.5** [* RESOLUTION NO. 5329](#)
Awarding a Bid to and Authorizing Execution of a Contract with Garner Enterprise Landscape & Irrigation for the 2009 Finish Mowing Program
- C.6** [* RESOLUTION NO. 5330](#)
Awarding a Bid to and Authorizing Execution of a Contract with Glover Mowing & Landscaping Company for the 2009 Rough and Field Mowing Program
- C.7** [RESOLUTION NO. 5331](#)
Authorizing the Acceptance of Fiscal Year 2008 Assistance to Firefighters Grant Agreement Number EMW-2008-FO-06027 from the Federal Emergency Management Agency and the U.S. Department of Homeland Security
- C.8** [* RESOLUTION NO. 5332](#)
Authorizing the Purchase of Training Equipment for the Sherman Fire Department from F.D. Training Systems, a Sole Source Vendor
- C.9** [* RESOLUTION NO. 5333](#)
Awarding a Bid to and Authorizing Execution of a Contract with Planet Ford for the Purchase of Three 2009 Ford Crown Victoria Police Interceptor Vehicles

Other Business

- D.1** [* OTHER BUSINESS](#)
Consider Request of the 2009 Earth Day Planning Committee to Temporarily Close Certain Streets, Suspend Parking Time Limits, and Use Certain City Facilities and Services for the 2009 Earth Day Festival on Saturday, April 18, 2009
- D.2** [OTHER BUSINESS](#)
Receive Public Works Director Jeff Miller's Presentation on Street Services Issues
- D.3** [OTHER BUSINESS](#)
Accept Annual Audit Report for Year Ended September 30, 2008 from Pattillo, Brown & Hill, L.L.P.
- D.4** [CITIZEN REQUESTS](#)
- D.5** [MEDIA QUESTIONS](#)
- D.6** [COUNCIL COMMENTS](#)

Executive Session

E.1 [EXECUTIVE SESSION](#)

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

Section 551.074

Personnel Matters:

- (a) Deliberating the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee:
 - (i) City Attorney

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)

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

F.2 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. A.3

INVOCATION BY MAYOR BILL MAGERS



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. A.4

APPROVE MINUTES

**THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 16, 2009,
AND THE CALLED CITY COUNCIL MEETING OF FEBRUARY 18, 2009**

STATE OF TEXAS

§

February 16, 2009

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 16, 2009.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Bill Magers called the meeting to order at 5:00 p.m. The Pledge of Allegiance and the Invocation were given by Council Member Pam Howeth.

Mayor Magers welcomed Frank Budra, Mayor of Pottsboro, Texas, to the Council Meeting.

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of February 2, 2009 and the Called City Council Meeting of February 11, 2009. Council Member Adami moved to approve the Minutes as presented; Second by Council Member Steele. All present voted AYE.
MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5588 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 9TH DAY OF MAY, 2009, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO AT-LARGE CITY COUNCIL MEMBERS FOR SAID CITY; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT AND GRAYSON COUNTY COLLEGE; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING.

No citizens appeared before the City Council to discuss Ordinance 5588.

Mayor Magers introduced Ordinance 5589 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT "A"

CALL TO ORDER

APPROVE MINUTES

ORD 5588
REGULAR ELECTION
MAY 9, 2009

ORD 5589
ZONING FOR
NEWLY ANNEXED
PROPERTY

OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 4(5); PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

No citizens appeared before the City Council to discuss Ordinance 5589.

Mayor Magers introduced Ordinance 5590 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, APPENDIX "A" OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6.4, ENTITLED "C-1 (RETAIL BUSINESS) DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5590
SPECIFIC USE
PERMITS

No citizens appeared before the City Council to discuss Ordinance 5590.

Mayor Magers introduced Ordinance 5591 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT "A" OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 7, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS AND EXCEPTIONS", TO ADD SUBSECTION (1)(B) FOR REQUIREMENTS TO THE EXTERIOR FAÇADE ON BUILDINGS VISIBLE FROM THE FRONT STREET RIGHT-OF-WAY AND AMENDING SUBSECTION (5)(D) TO ADD TO THE LIST OF STREETS FOR SPECIAL BUILDING REQUIREMENTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5591
BUILDING FACADES

Oliver McElroy, 2741 Fallon Drive

Mr. McElroy is the owner of Midway Industrial Park and updated the Council on future plans for the park. The proposed Ordinance adds Fallon Drive to a list of streets that would be governed by additional building requirements including exterior facades.

Midway Industrial Park is the only industrial park in Sherman where metal buildings are allowed. The park has been an asset to Sherman because they are an "incubation" for new businesses and start-ups that don't have enough money for a brick and mortar facility. He felt the proposed changes would tighten rules to where metal buildings aren't allowed in industrial parks.

Mr. McElroy said he could avoid the problem by changing his zoning to M-1 (Light Manufacturing) now, but he doesn't

want to do this. He has future plans to build quality low to moderate housing in the area.

Mr. McElroy said his company has partnered with the State of Texas and American Bank and has constructed 180 low to moderate brick homes in Waxahachie, Texas. The project has been highly successful. He added that they would like to do the same thing near Fallon Drive, therefore he doesn't want to change to M-1 zoning.

Mr. McElroy said they would also like to build new metal buildings in the Industrial Park and continue that plan too. Their plan helps small businesses grow and expand into other areas.

No other citizens appeared before the City Council to discuss Ordinance 5591.

Mayor Magers introduced Ordinance 5592 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT (A) OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 8(5)(A) TO AMEND THE REQUIREMENTS FOR MINI-WAREHOUSES AND STORAGE FACILITIES, AUTOMOBILE, GLASS, MUFFLER, SEAT COVER, TIRE AND UPHOLSTERY SERVICE, SALES, INSTALLATION AND REPAIR; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5592
SPECIFIC USE
PERMITS

No citizens appeared before the City Council to discuss Ordinance 5592.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5588

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 9TH DAY OF MAY, 2009, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO AT-LARGE CITY COUNCIL MEMBERS FOR SAID CITY; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT AND GRAYSON COUNTY COLLEGE; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING.

ORD 5588
REGULAR ELECTION
MAY 9, 2009

Ordinance 5589

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT "A" OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 4(5); PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

**ORD 5589
ZONING FOR
NEWLY ANNEXED
PROPERTY**

Mayor Magers verified that Ordinance 5589 would bring newly annexed property into the City under R-A (Residential Agriculture) zoning instead of R-1 (One and Two Family Residential) zoning. Scott Shadden, Director of Developmental Services, added that it would also be a minimum two acre lot instead of a 6,000 foot lot.

Ordinance 5590

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, APPENDIX "A" OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6.4, ENTITLED "C-1 (RETAIL BUSINESS) DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5590
SPECIFIC USE
PERMITS**

Mayor Magers verified that proposed Ordinance 5590 is a companion to proposed Ordinance 5592 which will take mini-warehouses and require them to have a Specific Use Permit in any Commercial District.

Ordinance 5592

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT (A) OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 8(5)(A) TO AMEND THE REQUIREMENTS FOR MINI-WAREHOUSES AND STORAGE FACILITIES, AUTOMOBILE, GLASS, MUFFLER, SEAT COVER, TIRE AND UPHOLSTERY SERVICE, SALES, INSTALLATION AND REPAIR; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5592
SPECIFIC USE
PERMITS**

ACTION TAKEN.

Motion by Council Member Adami to approve Ordinance Nos. 5588, 5589, 5590, and 5592, as presented. Second by Deputy Mayor Wacker.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 5591

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, EXHIBIT "A" OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 7, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS AND

**ORD 5591
BUILDING FACADES**

EXCEPTIONS”, TO ADD SUBSECTION (1)(B) FOR REQUIREMENTS TO THE EXTERIOR FAÇADE ON BUILDINGS VISIBLE FROM THE FRONT STREET RIGHT-OF-WAY AND AMENDING SUBSECTION (5)(D) TO ADD TO THE LIST OF STREETS FOR SPECIAL BUILDING REQUIREMENTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Mayor Magers verified that the requirements only apply to the Commercial zoned property and not Manufacturing zoned property. Mr. Shadden said the street list has also been amended to remove the streets that have Overlay Districts or more stringent standards.

Mr. Shadden explained that the proposed Ordinance adds a requirement for masonry in Commercial Districts and applies to all buildings visible from the front street in the Central Business District and in the specific streets listed in the Ordinance. It also removes the streets that are already included in other Overlay Districts.

Council Member Steele asked if the requirements applied to a certain setback on Fallon Drive. Mr. Shadden said it applies to any tract of land that is zoned Commercial and that fronts on the listed streets.

Council Member Adami verified that the requirements would apply anywhere on Fallon Drive that was included in a Commercial Zone. The Industrial Park is zoned Manufacturing so it would not apply there. If Mr. McElroy was to zone future property as Manufacturing, it would not apply there either. If the property is zoned Commercial, it would apply.

Mayor Magers said the reason for the proposed Ordinance is to protect Sherman’s thoroughfares with quality development on these gateways.

Jason Sofey, Chairman of the Planning and Zoning Commission, said the proposed Ordinance is to protect the corridors and to implement building standards for aesthetic purposes and to protect the City’s thoroughfares.

He added that the intent of the Ordinance was not to implement it in the Manufacturing Districts. The staff knows what the Master Plan calls for, but sometimes you don’t know what use is planned for undeveloped land. Mr. McElroy has plans for the property further east and the City should probably take that into consideration.

Mr. Sofey added that Fallon Drive is going to be a major thoroughfare that continues to Highway 289, but it doesn’t have much development yet. This provides a good opportunity for the City to protect the development. The property on Fallon Drive, east of Texoma Parkway has had

good development and the City should consider that too. He suggested amending the Ordinance to apply to Fallon Drive, west of Texoma Parkway.

Council Member Smith said the City Council and the Planning and Zoning Commission will be discussing the Master Plan at a meeting next week. He asked if there was an emergency to consider this Ordinance tonight.

Mr. Sofey said the direction for this proposed Ordinance came from the Master Plan Study. The need to do this now is to protect the City's thoroughfares.

Kendig Keast, the City's Master Plan consultants, gave three recommendations to the City that they felt had an immediate need for implementation. They will be giving additional recommendations to the City soon, but it may take time to implement these recommendations. The staff felt there was an immediate need to implement some of the recommendations as soon as possible. Mr. Sofey said it was important that the thoroughfares be protected today.

Deputy Mayor Wacker said she had been meeting with the Master Plan Advisory Committee and felt it was a good recommendation to put some level of protection in place now. Council Member Howeth questioned whether it should be done now or considered at the meeting next week.

Mr. Sofey said there are several unprotected thoroughfares and they have been discussing these for about a year. Council Member Steele agreed that the Council should move forward now, and make changes if they are needed later. Mayor Magers expressed concern about adopting an Ordinance now and making changes at a later date.

Mr. Sofey reiterated that the recommendation came from the Master Plan consultants to address an area that they saw as a problem. Council Member Adami suggested taking action now, but exempting Fallon Drive, east of Texoma Parkway.

Mayor Magers asked about the statement in the Ordinance that says "visible from front street right-of-way." He expressed concern about requiring four sides of a building to be covered in expensive masonry. He was especially concerned about redevelopment in the older parts of town where the requirement would increase the remodeling cost significantly.

The City already requires screening between properties zoned Residential and property zoned Commercial. He asked why both requirements would be needed. He agreed that thoroughfares and gateways should look nice, but why would the requirement include masonry on four sides and screening.

Mr. Sofey said when the building is in a Commercial Zone, the four sides of masonry should be required. However, if the Code requires screening between Commercial that borders Residential, then maybe an exception should be made. That doesn't affect the intent of the Ordinance.

Mayor Magers agreed that the thoroughfares and gateways should have nice looking development. He questioned the requirement to put masonry on all four sides of the building where screening is already required.

Council Member Steele agreed that under those circumstances, the Ordinance could be changed not to require four sides of masonry, however, when the area will have visibility from other streets, the fourth side is important.

Council Member Adami added that an exception can be applied for through the Planning and Zoning Commission at a cost of \$140.

Council Members discussed possible wording to add to the Ordinance such as "four sides or three sides with screening."

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5591, with the following amendments, changing Fallon Drive to Fallon Drive, west of Texoma Parkway, and to include the requirements for exterior façade on four sides or three sides if screening is required.
Second by Council Member Steele.

Deputy Mayor Wacker verified that screening is required between Residential and Commercial Zones. Mr. Shadden suggested wording that masonry is required on all sides visible from the front street except for the back which may be screened from Residential.

Deputy Mayor Wacker confirmed that masonry would be required on four sides unless screening is required between Residential and Commercial Zones. Council Member Adami added that citizens can request an exception if they need too.

Mayor Magers reiterated the wording, "masonry requirements may be excluded on sides where screening is required if not visible from the front street right-of-way."

Council Member Steele verified that there is no option to screen. It is where it's required between Commercial and Residential Zones.

Mr. Sofey asked whether it was on sides that require screening or on three sides. Council Members said masonry was required on three sides no matter what, except for the one side that may require screening.

RESTATEMENT OF MOTION.

Motion by Council Member Smith to approve Ordinance No. 5591, with the following amendments, changing Fallon Drive to Fallon Drive, west of Texoma Parkway, and to include the requirements for exterior façade on four sides or three sides if screening is required. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5319 – AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT BETWEEN THE CITY OF SHERMAN, THE SHERMAN INDEPENDENT SCHOOL DISTRICT, AND GRAYSON COUNTY COLLEGE TO HOLD A JOINT ELECTION ON MAY 9, 2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT BETWEEN THE CITY OF SHERMAN, THE SHERMAN INDEPENDENT SCHOOL DISTRICT, AND GRAYSON COUNTY COLLEGE TO HOLD A JOINT ELECTION ON MAY 9, 2009.

**RES 5319
JOINT ELECTION
AGREEMENT**

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution No. 5319, as presented. Second by Deputy Mayor Wacker.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5320 – SUPPORTING THE NAMING OF STATE HIGHWAY 289 AS THE “PRESTON TRAIL HIGHWAY”

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUPPORTING THE NAMING OF STATE HIGHWAY 289 AS THE “PRESTON TRAIL HIGHWAY.”

**RES 5320
DESIGNATING
S.H. 289 AS
PRESTON TRAIL
HWY**

Frank Budra, Mayor of Pottsboro, Texas

Mayor Budra appeared representing the City of Pottsboro and the Pottsboro Chamber of Commerce, asking the Council to support the naming of State Highway 289 as the Preston Trail Highway.

Mayor Budra said they hoped to capitalize on the historical and financial value of the old Preston Trail and bring visitors to the historical North Texas area.

Mayor Magers also serves on the Metropolitan Planning Organization, MPO, and he encouraged Mayor Budra to bring the Resolution to that organization too.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 5320, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5321 – ENDORSING CERTAIN LEGISLATIVE CHANGES TO ENHANCE THE COMPETITIVE ELECTRIC MARKET SUPPORTED BY CITIES AGGREGATION POWER PROJECT, INC.

**RES 5321
COMPETITIVE
ELECTRIC
MARKET**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ENDORSING CERTAIN LEGISLATIVE CHANGES TO ENHANCE THE COMPETITIVE ELECTRIC MARKET SUPPORTED BY CITIES AGGREGATION POWER PROJECT, INC.

CONSENT AGENDA.

RESOLUTION NO. 5322 – EXPRESSING THE CITY OF SHERMAN'S AGREEMENT WITH THE TRANSFER OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 SMALL URBAN GRANT RESPONSIBILITY TO THE TEXOMA AREA PARATRANSIT SYSTEM

**RES 5322
TAPS GRANT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXPRESSING THE CITY OF SHERMAN'S AGREEMENT WITH THE TRANSFER OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 SMALL URBAN GRANT RESPONSIBILITY TO TEXOMA AREA PARATRANSIT SYSTEM.

George Olson, City Manger, said this has historically been a pass through with the Texoma Council of Governments. Some rules and codes have changed and the Resolution makes the process more efficient. TCOG also supports the changes.

ACTION TAKEN.

Motion by Deputy Mayor Wacker to approve Resolution No. 5322, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5323 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH KIGHT FAMILY L.P. #1 FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1026 EAST CHAFFIN STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH KIGHT FAMILY L.P. #1 FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1026 EAST CHAFFIN STREET.
CONSENT AGENDA.

RES 5323
RESIDENTIAL TAX
ABATEMENT
(1026 E. CHAFFIN)

RESOLUTION NO. 5324 – RESCINDING RESOLUTION NO. 5023 IN ITS ENTIRETY WHICH AUTHORIZED THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1119 SOUTH MONTGOMERY STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RESCINDING RESOLUTION NO. 5023 IN ITS ENTIRETY WHICH AUTHORIZED THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1119 SOUTH MONTGOMERY STREET.
CONSENT AGENDA.

RES 5324
RESCIND
RESIDENTIAL TAX
ABATEMENT
(RES NO. 5023)

**REQUEST TO ADVERTISE
2009 STREET MILL AND OVERLAY PROGRAM**

The City Council approved the request to advertise for bids for a contractor for the 2008-2009 Street Mill and Overlay Program. This fiscal year's street improvement program includes several mill and overlay projects that are part of the new "Enhanced Thoroughfare Network" program and the Capital Improvement Program.

REQ TO ADVERTISE
STREET MILL &
OVERLAY PROGRAM

Proposed projects include Taylor Street from Highway 75 to Texoma Parkway, Grand Avenue from Texoma Parkway to Lamar Street, and if funds are available, Washington Street from Heritage Parkway to Woods Street.
CONSENT AGENDA.

CONSTRUCTION OF A NEW SECTION OF WEST CANYON CREEK DRIVE

The City Council approved the request to advertise for bids to construct a new section of West Canyon Creek Drive. The Capital Improvement Project will build a new section of street from it's current west end in O'Hanlon Estates to Shady Oaks Lane, approximately 1,900 feet. This new section will also provide public access to the new Phase II Pecan Grove Park that is scheduled for completion later this year.

CONSTRUCTION OF
WEST CANYON
CREEK DR.

Funds for the project are included in the Capital Improvement Program in the amount of \$1.2 million.
CONSENT AGENDA.

SEAL COAT EMULSIFIED ASPHALT OIL AND STONE

The City Council approved the request to advertise for bids for a supply of street seal coat stone and emulsified asphalt oil. Each year the City's goal is to seal coat approximately 25 to 30 miles of streets, depending on the material costs and the annual budget.
CONSENT AGENDA.

**SEAL COAT
ASPHALT OIL
& STONE**

FIRE ENGINEER TRAINING SIMULATOR

The City Council approved the request to advertise for the purchase of a Fire Engineer Training Simulator. Funding for the simulator is provided through a Federal Emergency Management Agency (FEMA) Homeland Security Grant through the 2008 Assistance to Firefighters Grant Program.

**FIRE ENGINEER
TRAINING
SIMULATOR**

The grant amount was \$68,000, with FEMA reimbursing \$61,200. The City portion of the cost is \$6,800.
CONSENT AGENDA.

OTHER BUSINESS

**RECEIVE FINANCIAL UPDATE FROM ASSISTANT CITY
MANAGER/CFO ROBBY HEFTON**

Robby Hefton, Assistant City Manager/CFO, presented a Financial Update, saying revenues are either flat or slightly up compared to prior years. However, the revenues are down compared to the 2009 Budget because the staff budgeted for modest increases. He addressed the challenges facing the national economy.

**FINANCIAL
UPDATE**

Last year the City discussed the increase in the Texas Municipal Retirement System and initiated a plan to phase in the increases over the next few years. Fuel and energy costs are down, however landfill costs with the Texoma Area Solid Waste Authority are increasing.

Mr. Hefton said the City's reserves are adequate and the City is in good financial shape. The City recently received a "three tier bump" in their Standard and Poor credit rating from an "A" to "AA."

The City has also recognized savings in several Capital Improvement Projects including about 15% on the Brockett Street Project and 20% on the Canyon Creek project.

General Fund

General Fund revenues are mainly supported by taxes, sales tax, property tax, and franchise tax, which amount to over 75% of the total General Fund revenue.

Sales taxes are projected to be down about \$350,000 from the budgeted amount for 2009 but up about .5% from last year's revenue. The staff budgeted a 2% increase in sales

tax revenue for 2009. Holiday sales tax is usually up about \$250,000 to \$300,000 locally. This year there was an increase of only about \$200,000.

Property tax was down about 20% because of the tax cut that was given to citizens. Franchise taxes are up slightly due mainly to an increase in the ATMOS franchise tax from 4% to 5% that was not included in the Budget.

Interest revenues are down and ambulance revenue is projected to be down about \$250,000 because of decreased transfer activities. Mr. Hefton said fuel costs are expected to be down \$250,000 and utility costs are expected to be down \$100,000 from the expenditures projected. Street materials are also costing less which will allow the City to mill and overlay additional street footage for less money.

Utility Fund

The Utility Fund is also experiencing a \$900,000 increase over the prior year, but a \$400,000 decrease from the 2009 Budget. Interest revenues are down \$80,000 from the 2009 Budget, but the City is projected to save about \$200,000 in electricity costs.

Solid Waste Fund

Mr. Hefton said the Solid Waste Fund revenues are also up \$170,000 from the prior year, but down \$400,000 from the 2009 Budget. Recycling material sales are down \$60,000 and interest revenue is down \$25,000 from the 2009 Budget.

Recycling material sales are about half of what they were in 2008 due to a deteriorating market for the co-mingled items. Fuel costs are down from both the 2009 Budget and from the prior year.

The City is experiencing pressure from the Texoma Area Solid Waste Authority due to rate increases. This year the City budgeted for landfill increases from \$24 per ton to \$28 per ton. It appears that the actual rate increase will be even greater.

Mayor Magers serves on the TASWA Board and explained that the landfill is a fixed cost business and they are not hauling enough trash to cover expenses. Sherman is TASWA's largest client, hauling 50% of the trash, but only has 20% of the vote on TASWA.

Mayor Magers anticipated an increase in the fees that TASWA must charge their member cities and counties. The Board is working diligently to cut costs, but he did not feel that even cutting costs would bring the entity where it needed to be. TASWA is experiencing a \$50,000 to \$75,000 per month shortfall.

Mayor Magers promised the Council that before he voted to increase the rates "one nickel", they would cut the expenses

“to the bone.” He added that they currently have about eleven months of cash left at the present expenditure rate.

Council Member Smith verified that the City of Sherman would be responsible for \$22 million in bonds for the facility. The cities and the counties are working together to overcome the problem. He asked that the issue be placed on the next City Council Agenda.

Hotel/Motel Tax

Mr. Hefton said the City has now collected the \$50,000 that was owed in delinquent Hotel/Motel back taxes, penalties, and interest from one local entity.

Mr. Hefton reiterated that the City has upgraded three notches from an “A” bond rating to a “AA” bond rating. Only 13 other cities in Texas have higher ratings, as of the Fall of 2008. He added that, with the new bond rating, if bonds were being issued today on \$12 million, the City would save \$800,000 over the life of the bonds in interest cost reduction.

Mr. Hefton outlined the proposed bond projects for 2008 and 2009 and listed some possible projects for 2010. Proposed 2010 bond projects include the Southwest Fire Station and the rebuilding of Shady Oaks Drive.

In 2008 the City issued \$5 million in Certificates of Obligation and the staff is proposing to issue another \$5 million in the Spring of 2009. They will also propose a bond purchase of \$6,850,000 later in 2009 or in 2010.

Mr. Hefton said there are savings on the bond projects and that money can be used to offset the debt service payments, possibly even two or three years with no debt service.

He presented the following staff recommendations: proceed with the \$5 million Certificates of Obligation Bond issuance for FY 2009 projects; proceed with \$7 million Certificates of Obligation Bond issuance for FY 2010 projects in late calendar year 2009 or in 2010; and continue the planning and engineering on all approved projects. He added that if the City issued bonds today, the interest rate would be a little less than 4%.

Mr. Hefton said the City's fund balances are appropriate with \$5.9 million in the General Fund, \$3.4 million in the Utility Fund, and \$.8 million in the Solid Waste Fund.

Mayor Magers congratulated Mr. Hefton and the staff on the great job on the bond rating.

CONSIDER CALLING A SPECIAL MEETING OF THE CITY COUNCIL FOR FRIDAY, MARCH 6, 2009, TO MEET NEW CHAMBER BOARD MEMBERS

At least three Council Members said they were unable to

SCHEDULE CALLED MEETING

attend the proposed March 6, 2009 Meeting to meet the new Chamber Board Members.

Traci Carlson, Chamber President, will propose another time for the meeting.

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

KATHY WILLIAMS SURGERY

Mayor Magers said the thoughts and prayers of the City Council and staff go out to Kathy Williams, Herald Democrat Reporter, who is having surgery.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS:

PARKS AND RECREATION ADVISORY BOARD (1)

ACTION TAKEN.

Motion by Council Member Steele to appoint Jason Bethel to the Parks and Recreation Advisory Board for a term from February 23, 2009 to February 23, 2011.

Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

COMMENDING STAFF

Council Member Steele thanked the staff for the hard work on both the budgetary issues and the zoning issues that were discussed at tonight's meeting.

INCREASE IN BOND RATING AND THANKS TO P&Z MEMBERS

Council Member Smith and Council Member Adami said it was awesome that the City increased their bond rating by three tiers. He also thanked Mr. Sofey, Darren Tankersley, and Lawrence Davis for their hard work on the zoning issues.

SPRING CLEAN-UP

Deputy Mayor Wacker asked where citizens could get information on the Spring Clean-Up. Jeff Miller, Director of Public Works, said flyers are placed in several City offices, advertisements will be published in the newspaper, and the information is on the City's website. Spring Clean-Up starts March 2, 2009.

PROUD OF STUDENTS

Council Member Howeth said she was proud of her students that were attending the meeting for extra credit. She explained that students received ten points for each hour they attended. The students take notes on the meeting and then discussions are held in class. She added that students need to know about local government and know that is the first place to get involved.

CITIZENS REQUESTS

KATHY WILLIAMS SURGERY

PARKS & REC ADVISORY BOARD

COMMENDING STAFF

INCREASE IN BOND RATING & THANKS TO P&Z MEMBERS

SPRING CLEAN-UP

PROUD OF STUDENTS

SHERMAN IS A GREAT PLACE

Mayor Magers said tonight's meeting is a great example of why Sherman is a great place to live. Council Members, Planning and Zoning Commission Members, other Board Members, and staff care about the City.

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

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

SECTION 551.071

CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING LITIGATION: IN THE COURT OF APPEALS, FIFTH DISTRICT OF TEXAS AT DALLAS NO. 05-06-00420-CV; THE CITY OF SHERMAN, TEXAS AND THE SHERMAN CITY COUNCIL, APPELLANTS V. JAMES WAYNE, APPELLE

SECTION 551.074

PERSONNEL MATTERS: DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE: INTERVIEW OF CITY ATTORNEY CANDIDATES

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:25 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:16 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:17 p.m.

EXECUTIVE SESSION

OPEN MEETING

ADJOURNMENT

MAYOR

CITY CLERK

Financial Update February 2009





Financial Summary Points

Challenges to Federal, State, and Local Economies

- National and Global Recession
- Unemployment rising

Challenges to City of Sherman are manageable

Revenues

- Flat (General Fund) or up (Utility and Solid Waste Funds) compared to prior year
- Down compared to 2009 Budget

Expenses

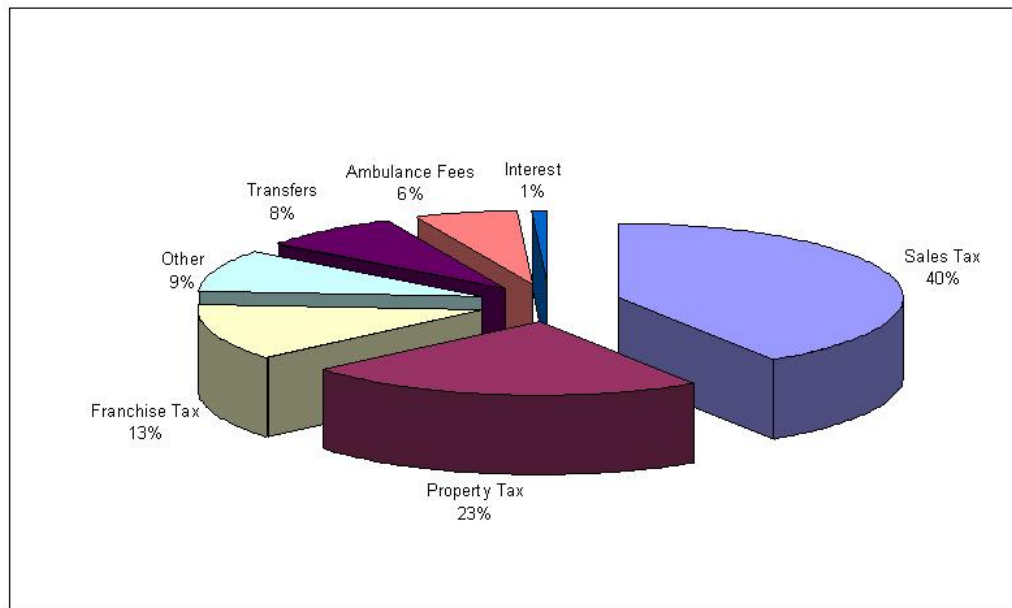
- TMRS costs – multi-year increase
- Fuel and energy costs are down vs prior year and budget
- TASWA costs increasing

Reserves are adequate

Opportunities exist for savings on debt issuance and bond projects

- Brockett street \$300k under budget (15%)
- Canyon Creek estimated \$250k under budget (20%)
- Bond Rating improvements – savings on issuance cost and interest costs

General Fund Revenues by Source





General Fund

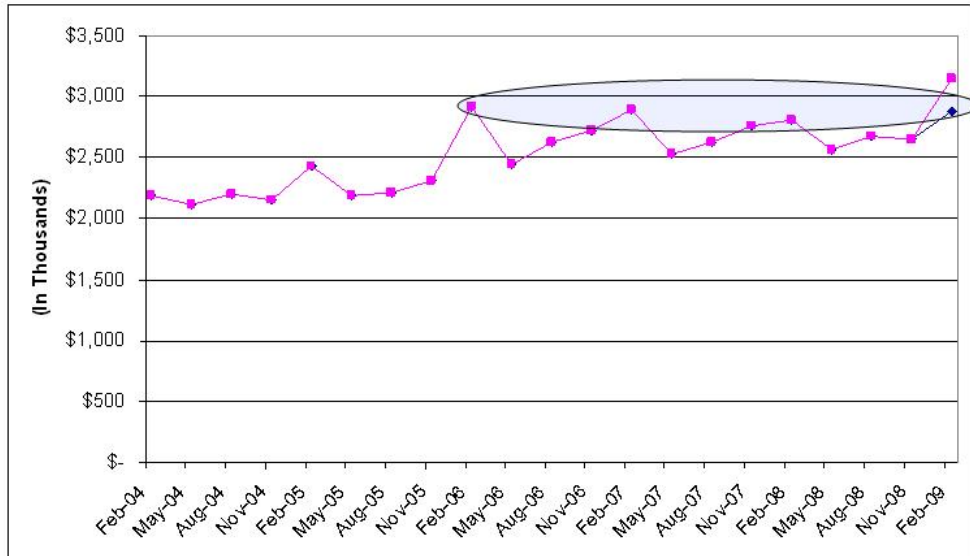
Revenue Projections:

- **Sales tax**
 - Down ~ \$350k vs budget for 2009
 - Adjusted: Up ~ 1/2% vs 2% budgeted
 - Unadjusted: Up 9% compared to prior year
 - Holiday sales down about \$50k (on \$250k to \$300k seasonal effect)
- **Property taxes collections on track; total revenue expected to be down vs prior year as expected because of the rate reduction**
- **Franchise taxes up vs. budget – ATMOS franchise from 4% to 5% in Fall '08 not included in 2009 budget**
- **Interest revenues down by projected ~ \$100k vs budget**
 - Fed Reserve lowering short-term rates
 - 180-day T-Bill rate at .25%
- **Ambulance revenue down by projected \$250k vs budget due to decreased transfer activities**

Expenditure Projections:

- **Fuel Costs – down \$250k vs budget**
- **Utility Costs – down \$100k vs budget**

Sales Tax Revenue By Quarter



Projected General Fund Performance

GENERAL FUND PERFORMANCE - PROJECTED FY2009

	(In \$ millions)			
	Budget	Projected	Variance	
Revenues				
Property tax	\$ 6.55	\$ 6.55	\$ -	
Sales tax	11.85	11.50	(0.35)	
Franchise tax	3.66	3.86	0.20	
Ambulance	1.75	1.50	(0.25)	
Interest	0.20	0.10	(0.10)	
Other	2.64	2.64	-	
Transfers	2.31	2.31	-	
TOTAL	28.96	28.46	(0.50)	-1.7%
Expenses				
Personnel	20.15	20.15	-	
Supplies	1.16	1.16	-	
R&M	1.02	1.02	-	
Utilities	1.48	1.40	0.08	
Contractual	1.85	1.85	-	
Vehicle Usage	1.23	0.99	0.24	
Other	1.34	1.34	-	
Transfers	1.80	1.80	-	
TOTAL	30.03	29.71	0.32	
NET			(0.18)	

PROJECTED RESERVES AT 9/30/09

\$5.90



Utility Fund

Projected Revenues

- ❑ **Water/Sewer Revenues**
 - ❑ Increase by ~ \$900k vs prior year
 - ❑ Down by ~ \$400k vs 2009 Budget
 - ❑ Effects of major utility customers decreased usage
- ❑ **Other (Interest) Revenues down ~ \$80k vs budget**

Projected Expenses

- ❑ **Savings in electricity costs ~ \$200k**



Solid Waste Fund

Projected Revenues

- ❑ Solid Waste fees
 - Down ~ \$400k vs. budget (commercial SW)
 - Up ~ \$170k vs. prior year
- ❑ Recycle material sales down \$60k vs budget
- ❑ Interest revenue down \$25k vs budget

Projected Expenses

- ❑ Pressure from TASWA rate increases
- ❑ Fuel costs down vs. budget and prior year



Other Highlights

- Hotel/Motel Taxes
 - Collected all of delinquent hotel/motel back taxes + penalties, for one entity ~ \$50k
- Debt Capacity
 - Bond rating upgraded three notches from “A” to “AA”
 - Only 13 other cities in Texas have higher ratings (as of Fall 2008)
 - Issuance today on \$12 million would save ~ \$800k over life of bonds in interest cost reduction

Bond Projects

PROJECT	Est Project Cost - in \$000			TOTAL	Estimated Annual Debt Svc (in 000)
	FY2008	FY2009	FY2010		
Brockett Street	\$ 1,700			\$ 1,700	\$ 125
Center Street Park	1,425			1,425	105
Pecan Grove Park Ph I	375			375	28
Canyon Creek Drive		1,200		1,200	88
Pecan Grove Park Ph II		2,400		2,400	177
Lamberth Road		900		900	66
Washington Street			4,000	4,000	294
<i>Approved Projects Total</i>	<u>3,500</u>	<u>4,500</u>	<u>4,000</u>	<u>12,000</u>	<u>883</u>
* Shady Oaks			1,000	1,000	74
* SW Fire Station			2,500	2,500	184
<i>Total General Fund Projects</i>	<u>\$ 3,500</u>	<u>\$ 4,500</u>	<u>\$ 7,500</u>	<u>\$ 15,500</u>	<u>\$ 1,141</u>

* Potential new needs

Project Cost & Financing Summary

PROJECT COST SUMMARY (in 000)	General CIPs	TIF's	TOTAL	Estimated Annual Debt Svc
Brockett Street	\$ 1,700		\$ 1,700	\$ 125
Center Street Park	1,425		1,425	105
Pecan Grove Park Ph I	375		375	28
Canyon Creek Drive	1,200		1,200	88
Pecan Grove Park Ph II	2,400		2,400	177
Lamberth Road	900		900	66
Washington Street	4,000		4,000	294
Shady Oaks	1,000		1,000	74
SW Fire Station	2,500		2,500	184
TIF #1		900	900	66
TIF #2		450	450	33
	<u>\$ 15,500</u>	<u>\$ 1,350</u>	<u>\$ 16,850</u>	
PROJECT FINANCING SUMMARY				
FY2008 Bonds	\$ 5,000		\$ 5,000	\$ 368
FY2009 Bonds	3,650	1,350	5,000	368 (268/100)
FY2009A OR FY2010 bonds	6,850		6,850	504
	<u>\$ 15,500</u>	<u>\$ 1,350</u>	<u>\$ 16,850</u>	



Debt Issuance - Other

- ❑ Federal Stimulus to raise bank-qualified limit to \$30 million
- ❑ Savings from constructed bond projects can be used to offset debt service/tax rate requirements



Recommendations – Bond Issues

- ❑ Proceed with \$5 million CO Bond issuance for FY2009 projects
- ❑ Proceed with \$7 million CO Bond issuance for FY2010 projects in late calendar year 2009 or 2010
 - Closer match of timing of construction & funding for Washington Street and Lamberth Rd.
 - More visibility into SW Fire Station CIP and Shady Oaks needs
 - Visibility into Federal Stimulus funding provisions
- ❑ Continue planning and engineering on all approved projects



Debt Issuance – Preliminary Timeline

- Monday, March 2, 2009* City Council approves Notice of Intent
 - Published at least 30 days prior to the sale date for the C/Os and published again 7 days after the initial publication date.
 - Tuesday, March 3, 2009 Bond rating requested from Standard & Poor's (S&P).
 - Monday, March 23, 2009 POS electronically posted using *I-Deal*.
 - Tuesday, March 31, 2009 S&P assigns bond rating.
 - Monday, April 6, 2009* Bond Sale. Bids are received awarded by City Council.
 - Thursday, April 30, 2009 Funding
- * Requires Official Council Meeting.



Closing Comments

- **Revenues flat or up from prior year, but slightly down vs budget; some expenses are decreasing (fuel and energy costs)**

- **Fund balances are appropriate**
 - General Fund - \$5.9 million
 - Utility Fund - \$3.4 million
 - Solid Waste Fund - \$.8 million

- **Optimistic but cautious outlook**

- **Additional spring 2009 financial update**

- **Moving forward with bond issuance(s)**

STATE OF TEXAS

§

February 18, 2009

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 18, 2009.

COUNCIL MEMBERS PRESENT: Deputy Mayor Cary Wacker.
Council Members Adami, Howeth, Softly, Smith, Steele.

COUNCIL MEMBERS ABSENT: Mayor Bill Magers.

CITY STAFF PRESENT: George Olson, City Manager; Robbie Hefton, Assistant City Manager/CFO; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open for the Purpose of Interviewing City Attorney Candidates

Executive Session – In Accordance with Chapter 551, Govt. Code, V.T.C.S., (Open Meetings Law)

The City Council will now hold an Executive Session pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, Vernons Texas Codes Annotated, in accordance with the authority contained in the following sections.

Section 551.074-- Personnel Matters:

**Deliberating the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee:
Interview of City Attorney Candidates**

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

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN FOR THE PURPOSE OF INTERVIEWING CITY ATTORNEY CANDIDATES

Deputy Mayor Wacker called the meeting to order at 1:05 p.m., declared a quorum present, and opened the City Council Meeting.

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

The City Council will now hold an Executive Session pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, Vernons Texas Codes Annotated, in accordance with the authority contained in the following sections.

SECTION 551.074-- Personnel Matters:

**Deliberating the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee:
Interview of City Attorney Candidates**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 1:06 p.m.

On Motion duly made and carried, the Executive Session recessed at 1:46 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 1:46 p.m.

DEPUTY MAYOR

ATTEST

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. B.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

C.2 * *RESOLUTION NO. 5326*

Authorizing Execution of an Encroachment Easement to Woodmont Sherman, L.P. for the Construction of a Retaining Wall in the Drainage and Utility Easement of Lots 1, 2, 3, 4 and 5 of Block A in the Replat of Blocks A, B, and D of Sherman Commons Addition to the City of Sherman

C.5 * *RESOLUTION NO. 5329*

Awarding a Bid to and Authorizing Execution of a Contract with Garner Enterprise Landscape & Irrigation for the 2009 Finish Mowing Program

C.6 * *RESOLUTION NO. 5330*

Awarding a Bid to and Authorizing Execution of a Contract with Glover Mowing & Landscaping Company for the 2009 Rough and Field Mowing Program

C.8 * *RESOLUTION NO. 5332*

Authorizing the Purchase of Training Equipment for the Sherman Fire Department from F.D. Training Systems, a Sole Source Vendor

C.9 * *RESOLUTION NO. 5333*

Awarding a Bid to and Authorizing Execution of a Contract with Planet Ford for the Purchase of Three 2009 Ford Crown Victoria Police Interceptor Vehicles

D.1 * *OTHER BUSINESS*

Consider Request of the 2009 Earth Day Planning Committee to Temporarily Close Certain Streets, Suspend Parking Time Limits, and Use Certain City Facilities and Services for the 2009 Earth Day Festival on Saturday, April 18, 2009



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. C.1

RESOLUTION NO. 5325

Approving and Authorizing Publication of Notice of Intention to Issue Certificates of Obligation

Issue

To authorize a resolution that gives notice of the City of Sherman's intention to issue \$5 million in tax-exempt certificates of obligation (COs)

Background

As part of the budget development process for Fiscal Year 2009 (FY09), the Council directed the staff to pursue issuing the second portion of the planned CO bond issue to fund the construction of several park and thoroughfare projects. Additionally, financing is needed to provide funding for the purchase and construction of several capital projects in Tax Increment Financing (TIF) #1 Zone and TIF #2 Zone. In total, we are proposing a \$5 million CO Bond issue.

State law requires that certain notices be published to the public informing them of the Council's intentions to issue debt prior to adoption of an ordinance that authorizes the debt issuance. This resolution accomplishes this requirement. The COs are expected to be issued in early April, with final funding expected to occur in late April.

Origination

City Manager's Office and Specialized Public Finance, Inc.

Financial Consideration

Funding for the estimated annual debt service of approximately \$370,000 for the COs will be provided through the City's ad valorem tax revenue, with a secondary pledge coming from the City's water and sewer revenues. Cost of advertising for the publications is expected to be about \$1,000.

Staff Recommendation

The staff recommends approval of this resolution.

Alternatives

The Council could choose not to issue debt and postpone the construction of the projects; however, the City is contractually bound to purchase infrastructure in TIF #1.

Attachments

Resolution No. 5325; Exhibit A (Notice of Intention to Issue City of Sherman, Texas Certificates of Obligation)

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5325

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, has determined that certificates of obligation should be issued under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271 (the "Act"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) street improvements, including utility line relocations, sidewalks, entryways, landscaping, lighting, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, (b) drainage improvements, (c) park improvements, including the acquisition of land and rights-of-way therefor, (d) improvements and extensions to the City's combined Waterworks and Sewer System, and (e) improvements to the Downtown square, including lighting, curbs and sidewalks; and (ii) professional services rendered in relation to such projects and the financing thereof; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in accordance with the provisions of the Act;

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

SECTION 1. That the City Clerk is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation during a meeting scheduled to begin at 5:00 P.M. on the 6th day of April, 2009, which certificates of obligation shall be issued in a principal amount not to exceed \$5,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) street improvements, including utility line relocations, sidewalks, entryways, landscaping, lighting, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, (b) drainage improvements, (c) park improvements, including the acquisition of land and rights-of-way therefor, (d) improvements and extensions to the City's combined Waterworks and Sewer System, and (e) improvements to the Downtown square, including lighting, curbs and sidewalks; and (ii) professional services rendered in relation to such projects and the financing thereof, and shall be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2. That the City Clerk shall cause the aforesaid notice to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3. That this Resolution shall be in force and effect from and after its passage on the date shown below.

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

PASSED AND APPROVED on this the ____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

INTERIM CITY ATTORNEY

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF SHERMAN, TEXAS, CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Sherman, Texas, shall convene at 5:00 P.M. on the 6th day of April, 2009, at the City Hall, 220 W. Mulberry, Sherman, Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation in an amount not to exceed \$5,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) street improvements, including utility line relocations, sidewalks, entryways, landscaping, lighting, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, (b) drainage improvements, (c) park improvements, including the acquisition of land and rights-of-way therefor, (d) improvements and extensions to the City's combined Waterworks and Sewer System, and (e) improvements to the Downtown square, including lighting, curbs and sidewalks; and (ii) professional services rendered in relation to such projects and the financing thereof, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

Linda Ashby,
City Clerk, City of Sherman, Texas



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5326**

**Authorizing Execution of an Encroachment Easement to Woodmont Sherman, L.P.
for the Construction of a Retaining Wall in the Drainage and Utility Easement of Lots 1, 2,
3, 4 and 5 of Block A in the Replat of Blocks A, B, and D of Sherman Commons Addition
to the City of Sherman**

Issue

To consider granting an encroachment to Woodmont Sherman, L.P. for a retaining wall constructed in a City easement on the Sherman Commons shopping center site

Background

Woodmont Sherman, L.P. has constructed a retaining wall along the north and west boundaries of the Sherman Commons shopping center at the Loy Lake Road - U.S. Highway 75 intersection. The Developer's Agreement requires Woodmont to acquire an encroachment for the retaining wall, which is located in a City easement on the site.

Origination

Engineering Department

Financial Consideration

None

Staff Recommendation

City Staff has no objections to the proposed encroachment and recommends approval.

Alternatives

None recommended

Attachments

Resolution No. 5326

Encroachment Easement with Exhibit "A"

Location Map

Prepared by:
Mark Gibson, Utilities and Engineering Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5326

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO WOODMONT SHERMAN, L.P. FOR THE CONSTRUCTION OF A RETAINING WALL IN THE DRAINAGE AND UTILITY EASEMENT OF LOTS 1, 2, 3, 4 AND 5 OF BLOCK A IN THE REPLAT OF BLOCKS A, B AND D OF SHERMAN COMMONS ADDITION TO THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the Interim City Attorney, to execute an encroachment easement to Woodmont Sherman, L.P. in substantially the same form as presented at this meeting, for the construction of a retaining wall in the drainage and utility easement of Lots 1, 2, 3, 4 and 5 of Block A in the Replat of Blocks A, B, and D of Sherman Commons Addition as shown on the sketch marked Exhibit "A", approved by the City Engineer and the Interim City Attorney, 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 _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

ENCROACHMENT EASEMENT

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

§

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR", in consideration of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **WOODMONT SHERMAN, L.P.** of Fort Worth, Texas, hereinafter called "GRANTEE", an encroachment easement to construct a retaining wall within the drainage and utility easement of Lots 1, 2, 3, 4 and 5 of Block A in the Replat of Blocks A, B, and D of Sherman Commons Addition as shown on the sketch marked Exhibit "A", attached hereto and incorporated herein for all purposes. Said encroachment easement shall be inferior, subordinate, and subject to the GRANTOR'S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, its successors and assigns, for the limited purpose of constructing a retaining wall in the drainage and utility easement within the herein described encroachment area, as shown on the attached exhibit. GRANTEE agrees that all maintenance of the retaining wall in the easement shall be the responsibility of GRANTEE without cost, fees or expense to GRANTOR.

The GRANTOR shall not be responsible for any damages to the retaining wall resulting from the failure of any utility located within the easement area.

The GRANTEE shall be responsible for all costs or expenses related to damages and repair of any utility located within the easement resulting from any type of failure of the retaining wall.

The GRANTEE shall be solely responsible for any and all maintenance activities required to keep the retaining wall in a sound and safe condition.

That GRANTEE shall fully and completely indemnify and hold harmless the GRANTOR from any and all damages, actions, suits, demands, liabilities, executions and judgments, whether liquidated or unliquidated, absolute or contingent, direct or indirect, at law or in equity, together with attorneys fees which may occur in any manner by reason of any matter, fact, or thing arising from this conveyance and use of the area.

In the event it becomes necessary for the GRANTOR or any public utility to utilize the encroachment area for the purpose of installing new utilities, removing or repairing any public utilities located therein, GRANTEE hereby releases GRANTOR and any public utility from any and all damages, costs or expenses, and shall include, but specifically not be limited to, the cost of repair, relocation, or removal of the retaining wall and loss of use of such area.

TO HAVE AND TO HOLD the above described encroachment easement unto the said GRANTEE, its successors and assigns, until the use of such encroachment is no longer necessary.

EXECUTED this the _____ day of _____, A.D., 2009.

CITY OF SHERMAN, TEXAS

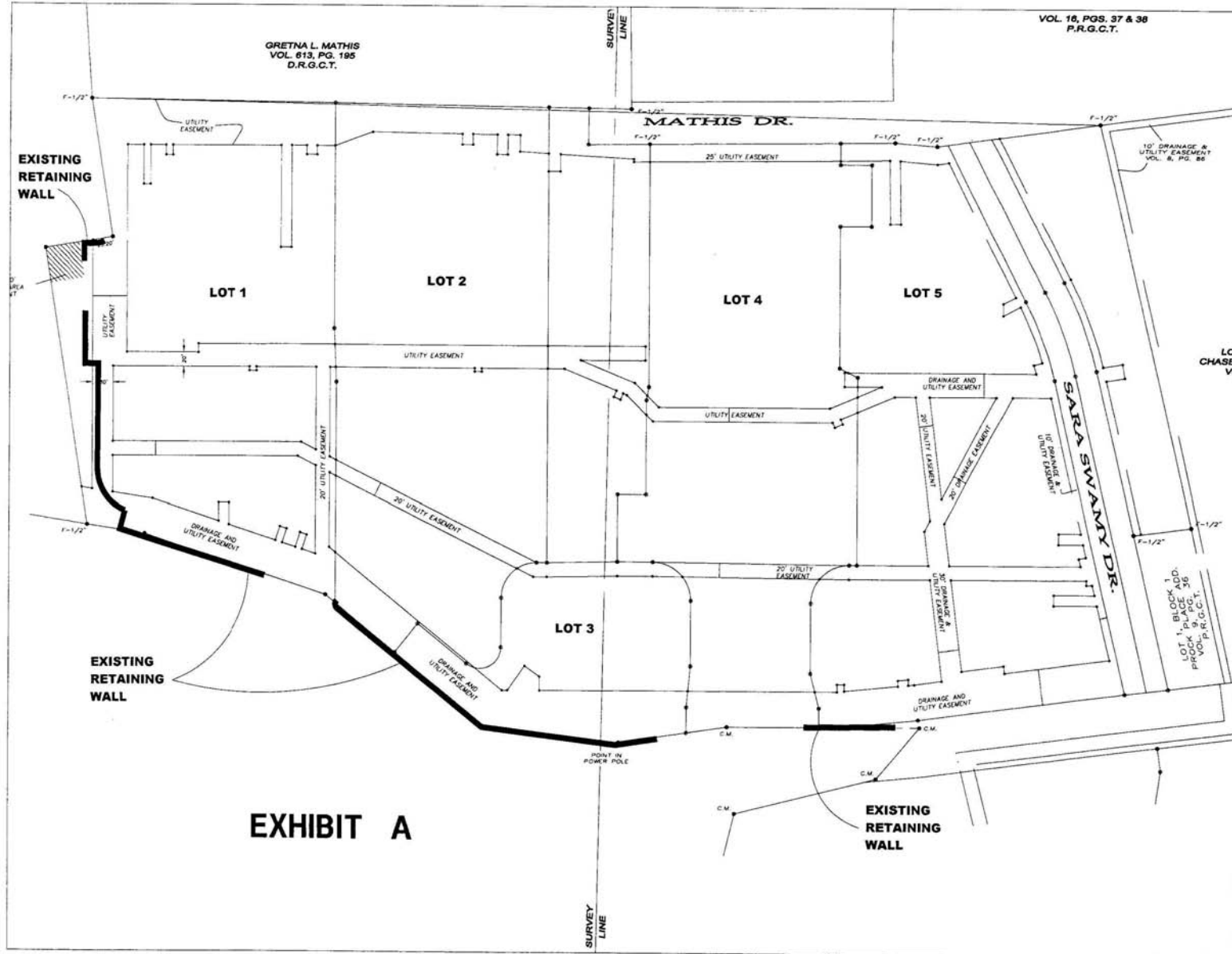
BY: _____
GEORGE OLSON,
CITY MANAGER

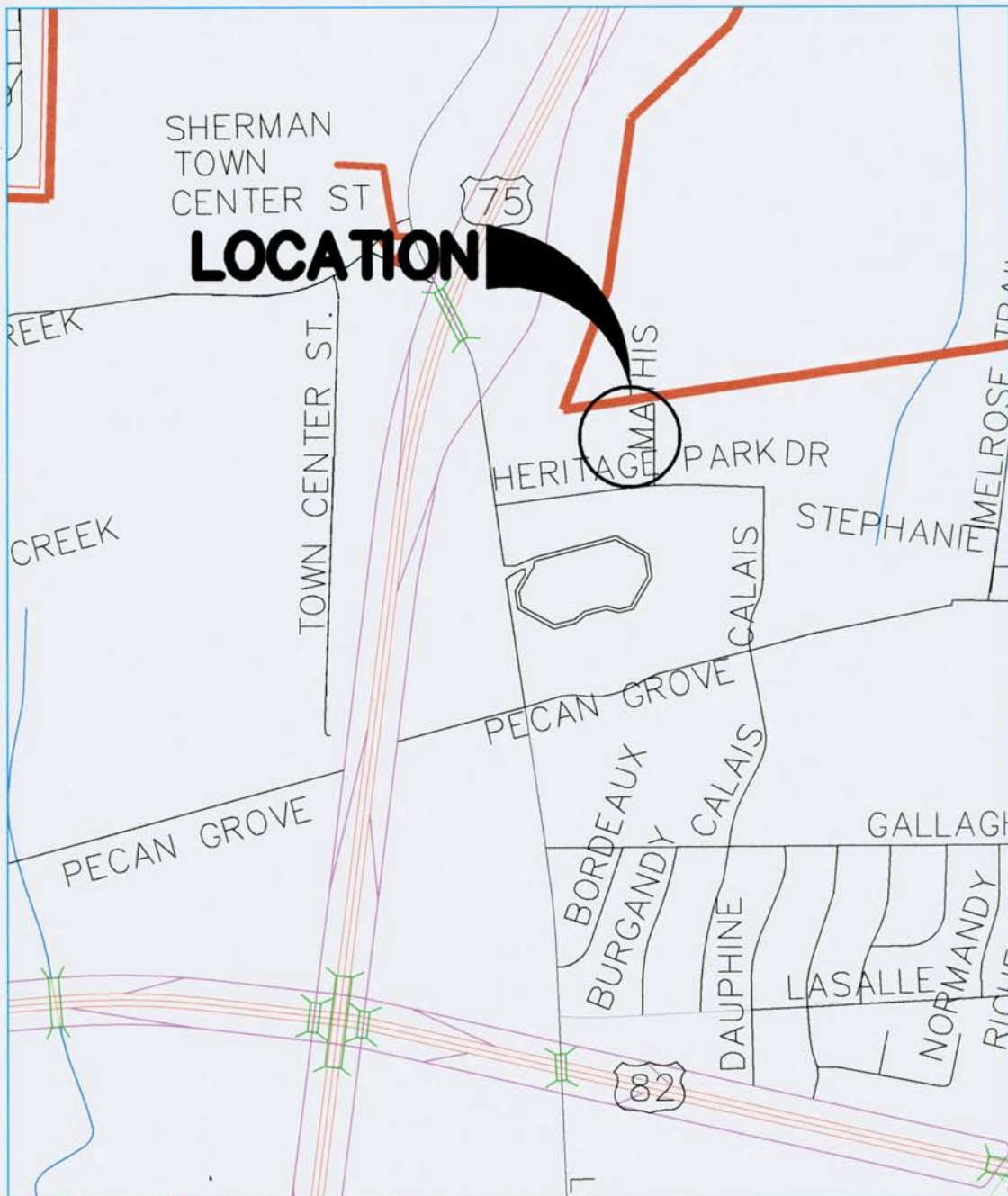
THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared **George Olson**, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, Texas, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day
of _____, A.D., 2009.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS





City of Sherman, Texas

Mathis Drive – Encroachment

LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. C.3

RESOLUTION NO. 5327

Awarding a Bid to and Authorizing Execution of a Contract with VesCor, Inc. d/b/a Vessels Construction for the Rehabilitation of Brockett Street from Travis Street to Grand Avenue

Issue

Awarding a contract for the rehabilitation of Brockett Street from Travis Street to Grand Avenue

Background

Improvements to Brockett Street, from Travis Street to Grand Avenue, have been a targeted project for several years and are a part of the City's Capital Improvement Program. This project was also identified as a part of the City's Enhanced Thoroughfare Program approved in 2007. The final design of the project is now complete; and bids were taken on February 10, 2009. Six bids were received, with the low bid received from McMahon Contracting of Irving, Texas. However, our diligence and that of our engineering consultants investigating McMahon's performance on other projects revealed concerns with McMahon's ability to responsively complete the project. We received feedback indicating their poor performance on several projects in other cities. VesCor, Inc. d/b/a Vessels Construction, a local contractor, was the next low bidder at \$1,467,346.73, nearly 7% under the budget for the project. We are recommending awarding the contract to VesCor, Inc. d/b/a Vessels Construction.

Origination

Department of Public Works

Financial Consideration

Adequate funding for this project is included in the City's Capital Improvement Program budget.

Staff Recommendation

It is recommended that the contract for the rehabilitation of Brockett Street be awarded to VesCor, Inc. d/b/a Vessels Construction of Sherman, Texas, in the amount of \$1,467,346.73 and that the City Manager be authorized to execute the required contract documents.

Alternatives

As may be directed by the City Council

Attachments

Engineer's Recommendation; Bid Tabulation; Resolution No. 5327; Construction Agreement; Location Map

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

February 20, 2009

Mr. Jeff Miller
Director of Public Works
City of Sherman
220 W. Mulberry St.
Sherman, TX 75090

RE: Brockett Street Improvement Project

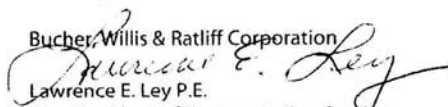
Dear Mr. Miller,

As part of the Brockett St. design project, BWR has reviewed the bid tabulation and contractors that submitted the bids. The apparent low bidder is McMahon Contracting, LP (McMahon); consequently we have reviewed the list of references and former projects provided to you by McMahon Contracting LP. We note that McMahon did not include the City of McKinney as one of the entities with whom they have performed previous or current projects. Therefore, we believe it is appropriate to inform you of a current project McMahon is performing with the City of McKinney and briefly note some of the currently unresolved issues associated with this project.

BWR is currently working with the City of McKinney and McMahon Contracting LP to resolve design and construction issues associated with the Board Street Reconstruction project. The current "as-built" conditions of the roadway show the elevation of the road and curbs are above design grades. The curb elevations result in inadequate drainage from adjacent properties and do not meet the intent or design of the roadway. It is our opinion that McMahon Contracting LP did not build the roadway section according to the intent of the plans, specifications, and contract documents.

Since this is our only experience with McMahon Contracting LP, we must also note that they have performed numerous other projects with other cities. Our review of their references prior to award of the Board Street project were generally positive. However, based on our current experience and the approach McMahon has taken with resolution of the Board Street issues, we cannot recommend that the City of Sherman award the Brockett Street project to McMahon Contracting LP. If you wish to obtain additional information concerning this issue, please contact Mr. Rob Franke, PE of our office or myself at your convenience. We also recommend that you contact Mr. Jack Carr, PE Director of Engineering with the City of McKinney to obtain further background and information concerning the issues briefly discussed in this letter.

Sincerely,


Buchanan, Willis & Ratliff Corporation
Lawrence E. Ley P.E.
Vice President of Transportation Services

File

Bid Tab-Brockett Street Improvements

BIDDER	BASE BID	ALTERNATE - BID 1	ALTERNATE – BID 2	ALTERNATE – BID 3	Contractor Bid Total	Verified Bid Total
Vessels Construction	1,056,336.37	23,893.00	311,957.45	71,691.48	1,463,878.30	1,467,346.73
Mitchell Enterprises	1,404,136.98	35,546.00	237,093.40	123,959.74	1,800,788.37	1,798,788.37
JRJ Paving	1,129,823.00	17,231.00	241,483.38	87,939.12	1,476,476.50	1,476,476.50
Austin Bridge & Roads	1,494,772.00	26,515.00	271,018.00	91,996.00	1,883,801.00	1,883,801.00
RK Hall	1,580,126.05	25,127.00	319,761.40	99,754.00	2,024,768.45	2,024,768.45
McMahon Contracting	1,007,735.42	26,531.00	259,465.45	70,059.93	1,363,791.80	1,363,791.80

RESOLUTION NO. 5327

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESCOR, INC. D/B/A VESSELS CONSTRUCTION FOR THE REHABILITATION OF BROCKETT STREET FROM TRAVIS STREET TO GRAND 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 VesCor, Inc. d/b/a Vessels Construction of Sherman, Texas, is hereby awarded the bid in the total amount of One Million Four Hundred Sixty-Seven Thousand Three Hundred Forty-Six Dollars and Seventy-Three Cents (\$1,467,346.73) for the rehabilitation of Brockett Street from Travis Street to Grand Avenue; 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 Interim City Attorney, to execute a contract with VesCor, Inc. d/b/a Vessels Construction 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 _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF GRAYSON)

KNOW ALL MEN BY THESE PRESENTS:

**BROCKETT STREET IMPROVEMENTS
FROM
TRAVIS STREET TO GRAND AVENUE**

This construction agreement (the "Construction Agreement") is made by VesCor, Inc. d/b/a Vessels Construction of Sherman, Texas (the "Contractor") and the City of Sherman, Texas, a municipal corporation (the "City"). In consideration of the promises specified in this Construction Agreement, the City and Contractor agree:

The Work under this contract includes furnishing all labor, tools, material and equipment, and for performing all work necessary for **the Reconstruction of Brockett Street, from Travis Street to Grand Avenue**, plus additional appurtenances as shown on plans. Construction plans were prepared and provided by Bucher, Willis & Ratliff Corporation.

Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. This Construction Agreement;
2. Properly authorized change orders;
3. The Special Conditions;
4. Technical Specifications;
5. Construction Drawings;
6. The City's Standard Construction Details;
7. The Standard Specifications for Public Works Construction (fourth edition, October 2004) as published by the North Central Texas Council of Governments, as amended by the City (collectively, the "City's Standard Specifications");
8. The City's written notice to proceed to Contractor;
9. Bid materials distributed by the City that relate to the Project; and
10. Project Location: Commencing in the 100 block of East Brockett Street, at a point between the 600 and 700 block of North Travis Street, proceeding east approximately 5,200 feet and ending in the 1400 block of East Brockett Street at its intersection with Grand Avenue.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

Total of Payments Due Contractor

For performance of the work in accordance with the Contract Documents, the City shall pay the Contractor in current funds an amount not to exceed **One Million Four Hundred Sixty-Seven Thousand Three Hundred Forty-Six Dollars and Seventy-Three Cents (\$1,467,346.73)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written notice to proceed or written work order from the City. All work required under the Contract Documents shall be completed within **180 consecutive calendar days** after the date of the notice to proceed for the base bid. The City may penalize Contractor and Contractor agrees to pay, an amount equal to **Five Hundred Dollars and No Cents (\$500.00)** per calendar day for every day said construction remains incomplete after the completion date set forth in the Construction Agreement.

Right of the City to Complete

Contractor agrees that, should construction of the Improvements be delayed or suspended for a period in excess of five (5) days without cause reasonably deemed satisfactory by the City, or should Contractor fail to supply workmen and materials as shall be satisfactory to the City at any time during the progress of construction, or if Contractor or any other third parties engaged in such construction or any part thereof refuse, omit, or neglect to supply a quantity of material or workmen necessary to complete the work within the time period required, or should Contractor fail to complete or construct the Improvements as shall be satisfactory to the City, or if Contractor shall default with respect to any provision of this Agreement, or of any instrument, document, or writing referenced in this Agreement, the City may and is hereby authorized, in its sole discretion, to proceed with the construction in such manner and with such original contractors or subcontractors as the City may choose, and the cost or expense of so doing shall for all purposes be considered as advances made by the City to Contractor under the provisions of this Agreement. For these purposes, the City and any persons authorized or employed by it are expressly authorized to enter into and upon the Property and Improvements and take charge thereof, together with all Contract Documents set forth in the Construction Agreement, materials, equipment, and other personal property thereon, and to proceed with the construction of said Improvements or to require Contractor to complete construction with any such changes, alterations, additions, or modifications as may be deemed necessary or expedient by the City and to do whatever the City may, in its sole discretion, deem necessary to insure completion of the construction.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

CONTRACTOR'S INDEMNITY TO THE CITY AND OTHERS

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the City shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the City. Contractor shall retain approved counsel for the City within seven (7) business days after receiving written notice from the City that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the City within the required time, then the City shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The City retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so.

Workers' Compensation Insurance

The Contractor agrees to comply with all applicable provisions of Texas Administrative Code Title 28, Section 110.110, a copy of which is attached to the Construction Agreement as Exhibit A, and the contractual requirements of which are incorporated by reference in this Construction Agreement. Under section 110.110:

1. certain language must be included in this Construction Agreement and in the Contractor's contracts with subcontractors and others relating to the work;
2. the Contractor is required to submit to the City certificates of coverage for its employees and for all others providing services relating to the work. The Contractor is required to obtain and submit updated certificates showing extension of coverage until all project work is completed; and
3. the Contractor is required to post certain notices at job sites.

Builder's Risk Insurance (NOT REQUIRED)

Under the Special Conditions, the City may require that the Contractor obtain and pay for builder's risk insurance to be in effect until the City has accepted all work to be completed under the Contract Documents. The Contractor shall be responsible for paying any insurance policy deductible. If builder's risk insurance is required, the insurance shall be provided by an insurer acceptable to the City and the coverage shall be an all-risk, completed-value form.

Proof of Insurance Coverage

The Contractor shall provide proof that it and its subcontractors are maintaining in effect insurance required under the Contract Documents by submitting to the City appropriate insurance policy endorsements and/or other evidence of coverage.

Performance and Payment Bonds

The Contractor shall procure and pay for performance and payment bonds applicable to the work. The performance and payments bonds shall be issued in the form acceptable to the City. Among other things, these bonds shall apply to any work performed during the one-year warranty period after acceptance as described in this Construction Agreement.

The performance and payment bonds shall be issued by a corporate surety that is authorized to issue performance and payment bonds in Texas. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance and payment bonds upon City request.

Progress Payments and Retainage

As it completes portions of the work, the Contractor may request progress payments from the City. Progress payments shall be made by the City based on the City's estimate of the value of the work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the City satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the City:

1. Copies of documents reasonably necessary to aid the City in preparing an estimate of the value of work properly completed;
2. Full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the work. Such releases shall be in a form acceptable to the City and shall release all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment; and
3. Any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the City determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the City determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the City the overpayment amount specified by the City within thirty (30) calendar days after it receives written demand from the City.

The fact that the City makes a progress payment shall not be deemed to be an admission by the City concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the City shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the contract work on the effective date of the contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000	15%
\$25,000 to \$400,000	10%
Over \$400,000	5%

Retainage shall be withheld and may be paid to:

- a. ensure proper completion of the work. The City may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
- b. ensure timely completion of the work. The City may use retained funds to pay liquidated damages; and
- c. provide an additional source of funds to pay claims for which the City is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the City in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

Advances

The City shall have no obligation to make any advance if, at the time the request for such advance is made:

- (a) Contractor, is in default with respect to any provision of this Agreement or of any instrument, document, or writing referenced herein. Each Requisition shall be deemed a representation and warranty by Contractor that no such default exists.

(b) The City determines that there are insufficient monies remaining to be advanced to complete the Improvements in accordance with the Contract Documents. The City may make such advance upon the deposit with the City of funds deemed sufficient by the City, when added to remaining monies to be advanced, to so complete the Improvements.

(c) The City determines that construction of the Improvements has not been in accordance with the provisions of the Plans and Specifications.

Withholding Payments to Contractor

The City may withhold payment of some or all of any progress or final payment that would otherwise be due if the City determines, in its discretion, that the work has not been performed in accordance with the Contract Documents. The City may use these funds to pay replacement or substitute contractors to complete unfinished or defective work.

The City may withhold payment of some or all of any progress or final payment that would otherwise be due if the City determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the City is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

Acceptance of the Work

When the work is completed, the Contractor shall request that the City perform a final inspection. The City shall inspect the work. If the City determines that the work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the work. If the City determines that the work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that work shall be deemed accepted on the date specified in the City's written notice of acceptance of the work. The work shall not be deemed to be accepted based on "substantial completion" of the work, use or occupancy of the work, or for any reason other than the City's written notice of acceptance. Further, the issuance of a certificate of occupancy for all or any part of the work shall not constitute a notice of acceptance for that work.

In its discretion, the City may issue a notice of acceptance covering only a portion of the work. In this event, the notice shall state specifically what portion of the work is accepted.

Acceptance of Erosion Control Measures

When the erosion control measures have been completed, the Contractor shall request that the City perform a final inspection. The city shall inspect the work. If the City determines that the work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written notice of acceptance of the work. If the City determines that the work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

Final Payment

After all work required under the Contract Documents has been completed, inspected, and accepted, the City shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides full or partial releases of liens, or other evidence satisfactory to the City to show that all sums due for labor, services, and materials furnished for or used in connection with the work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The City may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the City copies of all documents that the City determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the City has satisfied its obligation to administer the Construction Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the City shall pay the Final Payment within thirty (30) calendar days after the date specified in the notice of acceptance. This provision shall apply only after all work called for by the Contract Documents has been accepted.

Contractor's Warranty

For a one-year period after the date specified in a written notice of acceptance of work, Contractor shall provide and pay for all labor and materials that the City determines are necessary to correct all defects in the work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the one-year warranty period, the City may make a warranty inspection of the work. The City shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the one-year warranty period, the City shall mail to the Contractor a written notice that specifies the defects in the work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the City. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the City may pay for necessary labor and materials to effect

repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the City determines that a hazard exists because of defective materials and workmanship, then the City may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the City to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the one-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The City may make as many warranty inspections as it deems appropriate.

Representations, Covenants, and Warranties

Contractor further warrants, covenants, agrees, and represents, which warranties, covenants, agreements, and representations shall survive the making of any and all advances, as follows:

(a) That the actual construction of the Improvements shall be completed free of liens or rights of liens of mechanics, materialmen, laborers, or any governmental agencies, in accordance with the Plans and Specifications, and that no materials, fixtures, or any other arrangements exist wherein the right is reserved or accrued to anyone to remove or to repossess any such items or to consider them as personal property.

(b) To keep the Property free and clear of any and all liens other than the Security Instruments, and any financing statement filed in connection herewith, and to protect the Property and Improvements from events and circumstances that cause or may cause the Property or Improvements to decrease in value.

(c) That the Contract Documents and the Construction Agreement constitute the entire agreement between the City and Contractor in connection with the construction of the Improvements, and that no change in said Contract Documents and the Construction Agreement shall be binding upon the City unless approved by the City in writing.

(d) That Contractor shall commence construction of the Improvements, that the Improvements shall be completed substantially in accordance with the provisions of the Contract Documents and the Construction Agreement with only such changes as may be approved in writing by the City, and that the construction of the Improvements shall be completed in accordance with completion provisions contained in the Construction Agreement.

Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the work required under the Contract Documents comply with all

applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Other Items

The Contractor shall sign the Construction Agreement, and deliver signed performance and payment bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the City makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the City.

The Construction Agreement "effective date" shall be the date on which the City Council acts to approve the award of the contract for the work to Contractor. It is expressly provided, however, that the City Council delegates the authority to the City Manager or his designee to rescind the contract award to Contractor at any time before the City delivers to the Contractor a copy of this Construction Agreement that bears the signature of the City Manager and City Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the City all bonds and insurance documents; and
2. that the City expressly retains discretion to reject any and all bids and specifically is not required to accept the lowest bidder.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST CITY, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE CITY BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE CITY DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Venue for any litigation concerning the Contract Documents shall be proper in Grayson County, Texas.

Although the Construction Agreement has been drafted by the City, should any portion of the Construction Agreement be disputed, the City and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the City and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If City Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the City Manager and City Secretary or their designees have signed the Construction Agreement. If the City Manager and City Secretary sign on different dates, then the later date shall be the effective date.

[Remainder of Page Left Blank]

VESCOR, INC.
D/B/A VESSELS CONSTRUCTION



By: Bill Vessels
Title: President

Date: 2-25-09

Address: P. O. Box 28
Sherman, TX 75091-0028

Phone: (903) 870-0428
Fax: (903) 892-2653

CITY OF SHERMAN, TEXAS

By: George Olson
Title: City Manager

Date:

Address: 220 West Mulberry Street
P. O. Box 1106
Sherman, TX 75091-1106

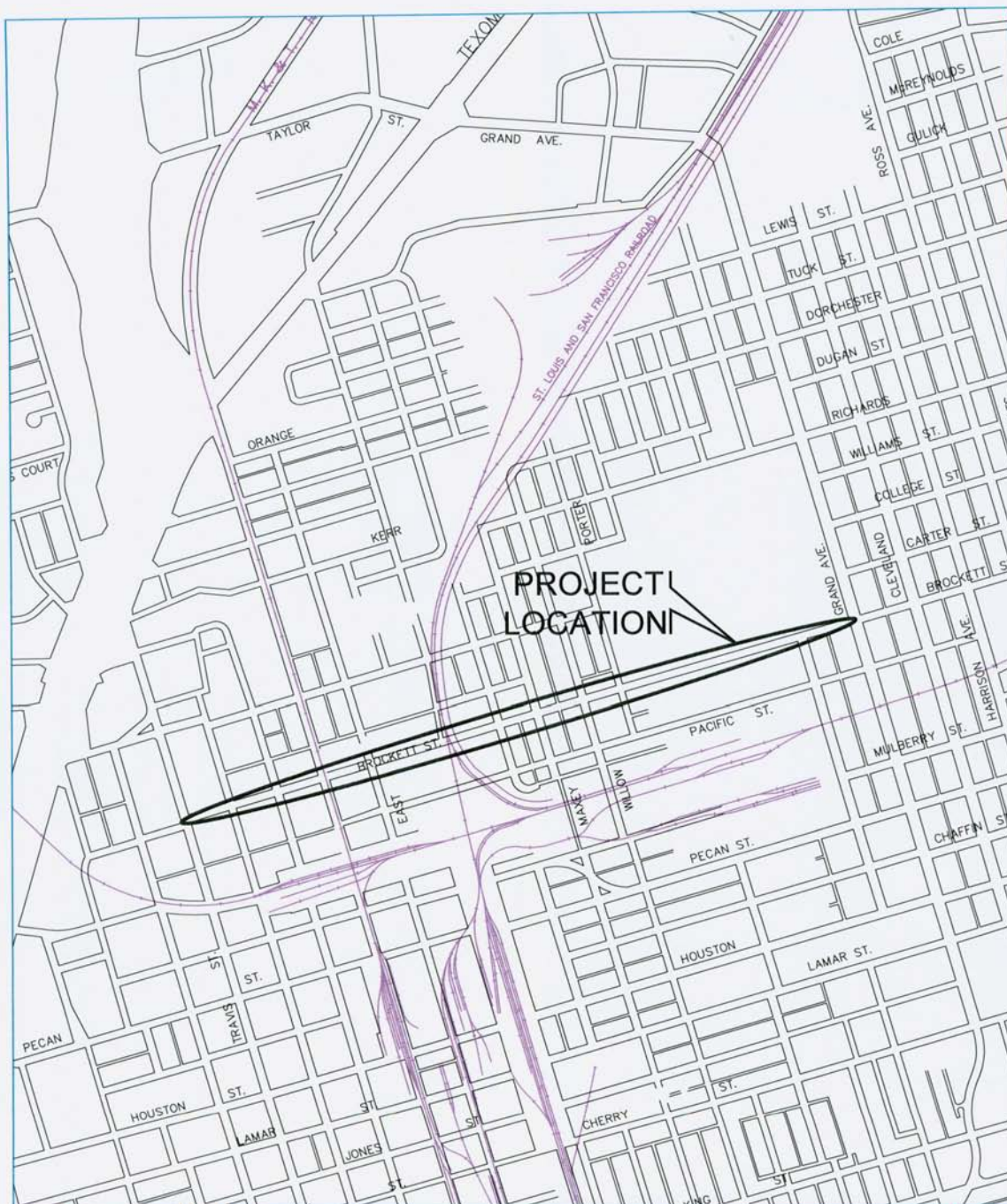
Phone: (903) 892-7200
Fax: (903) 892-7355

ATTEST:

Linda Ashby, City Clerk

APPROVED AS TO FORM:

Peter K. Munson, Interim City Attorney



**BROCKETT STREET IMPROVEMENTS
FROM TRAVIS ST. TO GRAND AVE.**

City of Sherman, Texas





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. C.4

RESOLUTION NO. 5328

Authorizing Execution of a Discretionary Service Agreement with Oncor Electric Delivery Company, LLC for the Purchase and Installation of Street Lights along Brockett Street, between Grand Avenue and Travis Street

Issue

New decorative lighting for Brockett Street, between Grand Avenue and Travis Street

Background

As a part of rehabilitating Brockett Street, plans include the installation of decorative street lights from Travis Street to Grand Avenue. The lighting plan calls for the installation of thirty-five (35) new lights along both sides of the street and the removal of thirteen (13) old overhead street lights installed on wooden poles. The decision was made to purchase lights from Oncor because of the very favorable pricing due to a \$2,000.00 municipal credit applied toward the price of each fixture and because Oncor will assume all maintenance responsibilities. The fixture design selected was coordinated with plans for future downtown improvements.

Origination

Department of Public Works

Financial Consideration

Funds to purchase the thirty-five (35) decorative light fixtures are available in the Capital Improvement Program budget. The total price for the lights is \$60,211.16.

Staff Recommendation

Authorize the City Manager to execute a Discretionary Service Agreement with Oncor to purchase new decorative street lighting for Brockett Street.

Alternatives

Those as may be recommended by the City Council

Attachments

Resolution No. 5328

Discretionary Service Agreement with Oncor

Light Fixture Drawing

Location Map

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5328

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DISCRETIONARY SERVICE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE PURCHASE AND INSTALLATION OF STREET LIGHTS ALONG BROCKETT STREET, BETWEEN GRAND AVENUE AND TRAVIS STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the Interim City Attorney, to execute a Discretionary Service Agreement with Oncor Electric Delivery Company, LLC, a Delaware limited liability company, for the purchase and installation of thirty-five (35) street lights along Brockett Street in the public right-of-way between Grand Avenue and Travis Street, at a total purchase price of Sixty Thousand Two Hundred Eleven Dollars and Sixteen Cents (\$60,211.16), 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 _____, 2009.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
BILL MAGERS, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Page 11 of 23

Revision: Original

6.3.4 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this 18th day of February, 2009, by Oncor Electric Delivery Company LLC, ("Company") a Delaware limited liability company, and City of Sherman ("Customer"), a Texas Municipality, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

DD26 MISCELLANEOUS DISCRETIONARY SERVICE CHARGE of \$60,211.16 described as follows:

Company agrees to install 35- 14' American style cast aluminum poles with 35- 100w HPS Texan luminaries mounted on a customer provided concrete base built to company specifications. The customer will also supply all civil work and 2" electrical conduit associated with the underground conductors feeding these lights. Company will provide all conductors in this customer provided conduit. These lights will be installed along Brockett Street in the public row, between Grand Ave. and Travis Street in Sherman, TX. The new lights will be added to the customer's monthly Street Light billing upon completion of the project. All lights, concrete bases, conduit and conductors will be installed in a public row or customer provided easement. Company will also remove 13- existing overhead street lights along Brockett Street between Grand Ave. and Travis Street. These lights will be removed from the customer's monthly Street Light billing upon completion of the project. All facilities covered by this agreement and installed by customer will become property of the company. It is understood by both parties that the customer may make payment with a check if they prefer.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon signature of both parties and continues in effect until service is provided. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Page 11 of 23

Revision: Original

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:
Oncor Energy Delivery Company
Attn: Danny Kilcrease
4200 N Hwy 271
Powderly TX 75473

(b) If to Customer:
City of Sherman
PO Box 1106
Sherman, TX 75091-1106

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** -- Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

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

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** -- The City of Sherman agrees that payment shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

Oncor Energy Delivery Company

BY: _____

TITLE: _____

DATE: _____

City of Sherman

BY: _____

TITLE: _____

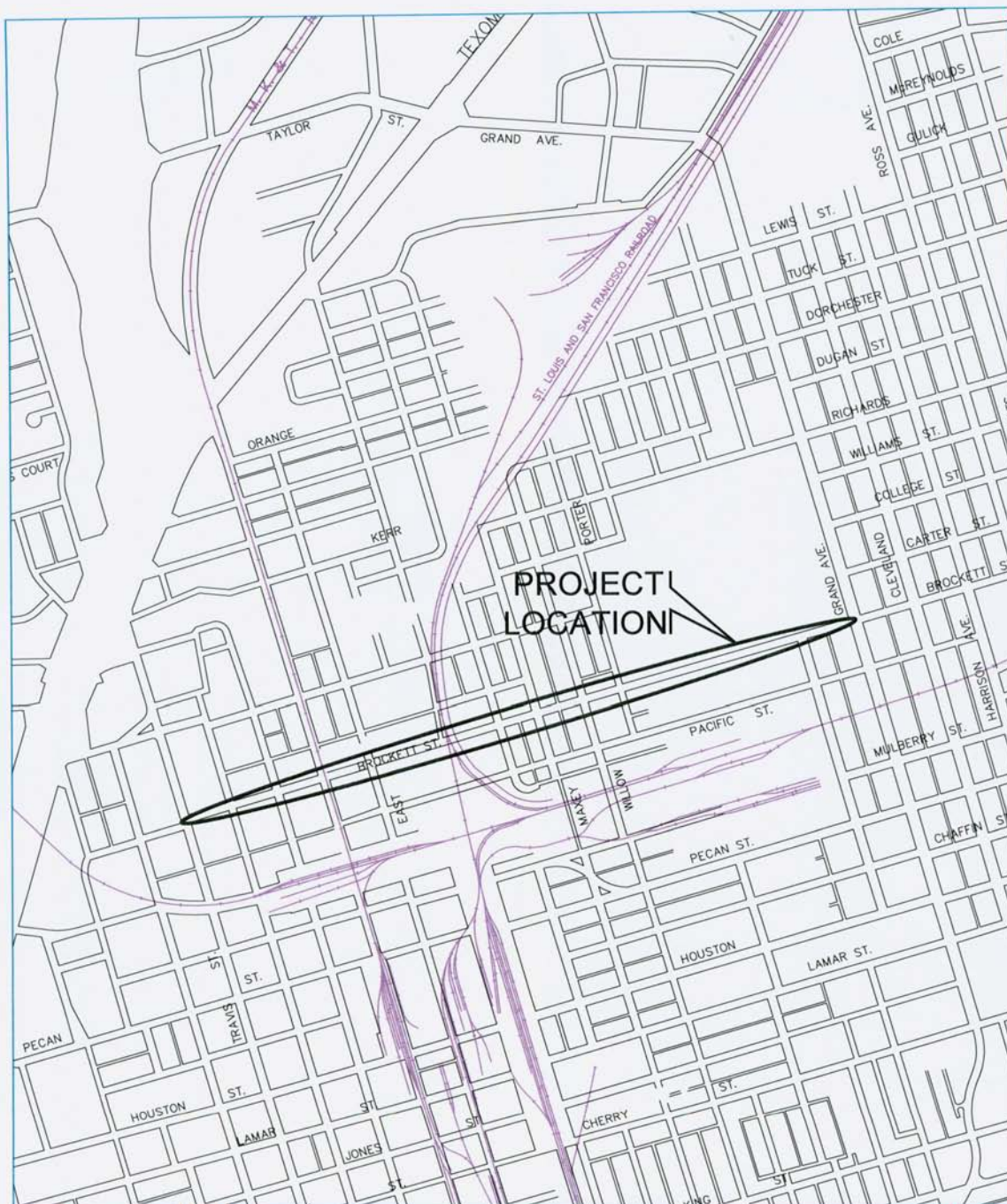
DATE: _____

14' American Pole w/Texan Head

Total Cost for 35 lights: \$60,211.16

includes \$2,000.00 municipal credit/pole





**BROCKETT STREET IMPROVEMENTS
FROM TRAVIS ST. TO GRAND AVE.**

City of Sherman, Texas





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5329**

**Awarding a Bid to and Authorizing Execution of a Contract with
Garner Enterprise Landscape & Irrigation for the 2009 Finish Mowing Program**

Issue

Award of a bid and contract for the 2009 Finish Mowing Program, which includes the annual mowing of City parks, boulevards, islands, and other City properties

Background

This year, in order to obtain the best possible contractor cost for finish mowing at parks, street parkways, right of ways, and other City-owned property, staff combined all sites and properties into one large list for prospective contractors to bid on under one large contract. A request for bids was advertised in the local newspaper; and eight bids were received and opened on February 9, 2009. Garner Enterprise Landscape & Irrigation was the low responsive bidder for finish mowing, both on an annual basis and unit cost, when combining all mowing locations into one monthly charge. The work was bid as an annual contract with two optional additional one year renewals. The expected cost for the entire contract is \$43,388. However, adjustments to the actual frequency of service, and therefore the total cost, will be made during the mowing season based upon the needs of the City, and will be at a pre-determined rate of \$50.51 per acre, as provided for in the contract.

Origination

Public Works, Parks and Recreation, and Development Services Departments

Financial Consideration

Funds budgeted this year to cover the cost of mowing parks, streets, and other select City properties have been combined into one account and will be sufficient to cover the bid amount submitted by Garner Enterprise Landscape & Irrigation to maintain all of these properties.

Staff Recommendation

Award to Garner Enterprise Landscape & Irrigation the bid and contract for the 2009 Finish Mowing Program.

Alternatives

As may be recommended by the City Council

Attachments

Bid Tab; Resolution No. 5329; Mowing Contract with Exhibits

Prepared by:
Jeffrey Miller, Director of Public Works

Approved by:
George Olson, City Manager

City of Sherman
Mowing Contract Bid Tabulation

Company Name	G.E. Landscaping & Irrigation	Glover Mowing & Landscaping Co.	D & S Services	D & R Mowing	Mag Boyd	K. Barnum	T L. Tumlinson	B S Lawn Care Services
Owner Name	Chris Garner	Jeff Glover	Duane Hall	Raymond Shields				Shane Kumler
Finish Mowing Areas								
one mowing cycle for all sites:	\$2,538.75	\$3,500.17						\$6,925.00
acre:	\$60.00	\$70.20						\$151.69
year (19 mowing sites):	\$48,412.50							
year (28 mowing sites):	\$54,712.50	\$98,004.82				\$20,000.00		\$159,275.00 (19-28 cycles)
Rough Mowing Areas				Tractor Mowing Only				
one mowing cycle for all sites:	\$8,306.24	\$4,832.31						
acre:	\$100.00	\$45.00	\$22.00 w/\$125 min fee					
year (20 total mowing cycles)	\$59,896.97	\$96,646.18						
Field Mowing Area:				Tractor Mowing Only				
one mowing cycle for all sites:	\$100.00	\$90.00						
acre:	\$50.00	\$45.00	\$22.00 w/\$125 min fee	\$55.00				
year (20 total mowing cycles)	\$800.00	\$1,800.00		\$2,200.00				
Lot Mowing (for bidding purposes, up to 400 lots/year, rough cut specs)								
square yard:	0.0385	\$4.00 - listed	0.02	\$0.06	\$0.04	\$0.035	\$0.05	
per mowing cycle:	\$19,250.00	\$50.00 - listed	\$25.00 per lot		\$20,000.00	\$17,500.00	\$19,000.00	

RESOLUTION NO. 5329

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GARNER ENTERPRISE LANDSCAPE & IRRIGATION FOR THE 2009 FINISH 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 Garner Enterprise Landscape & Irrigation of Sherman, Texas, is hereby awarded the City of Sherman's 2009 Finish 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 by the Interim City Attorney, to execute a contract with Garner Enterprise Landscape & Irrigation for the 2009 Finish 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 _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM 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 **GARNER ENTERPRISE LANDSCAPE & IRRIGATION** of Sherman, Texas, hereinafter referred to as "CONTRACTOR",

W I T N E S S E T H:

WHEREAS, the CITY desires to enter into an agreement with CONTRACTOR for the 2009 Contract 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:

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 9, 2009, 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 written approval or authorization from the City of Sherman Public Works Department prior to undertaking the service. Services authorized and approved shall be performed within seven (7) days unless otherwise provided in writing or as otherwise approved in writing by the Public Works Department. CONTRACTOR shall present invoice for payment on or before ten (10) calendar days following 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 height, 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 wind rows, curb-lines and 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 SELLER'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 SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS

CONTRACT (HEREINAFTER "CLAIMS"); EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

Term

The term of this contract shall be for the period of April 1, 2009 through October 31, 2009. However, award of the contract for Option Years One and Two for the period of April 1, 2010 through October 31, 2010, and April 1, 2011 through October 31, 2011, 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, Workers Compensation and Employers Liability insurance coverages during the term of the contract. The CITY shall be named as an additional insured on the General Liability and Property Damage coverages. The Contractor Insurance Requirements and Agreement, identifying specific insurance requirements, are made a part of this contract as Exhibit "B".

Consideration

In consideration of the work to be performed under this contract, CITY shall pay CONTRACTOR Forty-Three Thousand, Three Hundred Eighty-Eight Dollars and Forty-Seven Cents (\$43,388.47), for a total contract price for the Base Year (2009). If the actual quantity of services under this contract is different than indicated on Exhibit "A", or if additional properties are added by

CITY to the scope of services to be provided under this contract, the amount to be paid to CONTRACTOR shall be adjusted using a rate of Fifty Dollars and Fifty-One Cents (\$50.51) per acre, with a minimum of one (1) acre per site.

If the term of this contract is extended in accordance with provisions contained herein, the amount to be paid under the contract extension or extensions shall be Forty-Three Thousand, Three Hundred Eighty-Eight Dollars and Forty-Seven Cents (\$43,388.47). 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 _____, on this the _____ day of _____

_____, 2009, and by the CITY OF SHERMAN, by its City Manager and attested
by its City Clerk, on this the _____ day of _____, 2009.

**GARNER ENTERPRISE LANDSCAPE
& IRRIGATION**

CITY OF SHERMAN

BY: Chris Garner
NAME: Chris Garner
TITLE: Owner
ADDRESS: P.O. Box 1508
Sherman, TX 75091
ATTEST:

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

BY: Amberly Marshall
NAME: Amberly Marshall
TITLE: Administrative Assistant

BY: _____
NAME: **Linda Ashby**
TITLE: **City Clerk**

APPROVED:

BY: _____
Interim City Attorney

Exhibit “A”

Garner

City of Sherman Properties

Finish Mowing

Section 1

*2 - 3 times per month

1. Rosedale Park-1400 S. Gribble
2. Fielder Park-1100 E. Pecan
3. Sherman Public Library-421 N. Travis
4. Hillcrest Park-1205 Hillcrest
5. Police Station-317 S. Travis
6. Cherry St. Park-401 Cherry Park Drive(including King and Grand R-O-W)

Section 1 has 17.412 acres X \$50.507 per acre = \$879.43

Section 2

*Every 3 weeks

1. Pecan @ Maxey, right of way street
2. Houston St. from Rusk to Lincoln, right of way
3. Washington St. from Crockett to Walnut, right of way
4. Mulberry St. from Montgomery to East St., right of way
5. Pecan @ Maxey, right of way street, right of way

Section 2 has approximately .36 acre X \$50.507 per acre = \$18.18

Section 3

*Twice a month

1. Senior Citizen Center
2. Churchill Way and Marlborough Drive, Park
3. Ely Park
4. Intersection of Odneal and Gribble Street, right of way
5. Grand, Wells, Gribble, row island next to 164682
6. 2 islands at Kam Corners
7. Pocket Park on N. Ricketts
8. 300 blk of Moore St., between Elm and Austin medians
9. Texoma Pkwy. *medians*
10. Grand Ave. *medians*
11. Grand, Wells, Gribble, right of way street
12. Pebblebrook Park 2, Creekside Ave.
13. Grand Ave., from Gribble to Pacific *medians*

Section 3 has 30.913 acres X \$50.507 per acre = \$1561.32

Section 4

*Contract

1. Day Care Center- 1003 N. East St.
2. Service Center - Rusk and Houston

Section 4 has 1.58 acres X \$50.507 = \$79.82

Summary: one mowing cycle equals \$2538.75 for all sites

19 mowing cycles should equal \$43388.47(calculation error)

28 mowing cycles should equal \$52021.92(calculation error)

All work will be billed at \$50.507 per acre at the listed acre on the prop. sheet

Exhibit “B”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/09

PRODUCER Terry Jones Insurance Agency P.O. Box 2715 Sherman, TX 75091-2715 Phone (903)893-7200 Fax (903)893-7210	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED G. E. Landscape & Irrigation PO Box 1508 Sherman, TX 75091-1508	<table border="1"><tr><th>INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E: Traveler's</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E: Traveler's	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A:													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E: Traveler's													

COVERAGES

THE POLICIES OF INSURANCE LISTED 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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 - COM/OP AGG
	☐	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS ☐				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	☐	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE AGGREGATE
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	UB-2401N708	02/19/2009	02/19/2010	☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 E.L. DISEASE - POLICY LIMIT 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

(No Certificate Holder)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. PLEASE TO THE LEFT, BUT NOT LESS THAN 10 DAYS, ADVISE THE ISSUING INSURER OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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GREG CLEMENT
PO BOX 846
MADILL, OK 73446

PROGRESSIVE

Named insured

CHRIS GARNER
NICOLE GARNER
GARNER ENTERPRISES
PO BOX 274
ACHILLE, OK 74720

Policy number: 05831165-1

Underwritten by:
United Financial Casualty Company
June 25, 2008
Policy Period: Jun 24, 2008 - Jun 24, 2009
Page 1 of 2

progressiveagent.com

Online Service

Make payments, check billing activity, print
policy documents, or check the status of a
claim.

580-795-3064

GREG CLEMENT

Contact your agent for personalized service.

800-444-4487

For customer service if your agent is
unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your revised Renewal
Declarations Page
Your policy period has changed

Your coverage began on June 24, 2008 at 12:01 a.m. This policy expires on June 24, 2009 at 12:01 a.m. Standard Time

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (03/05). The contract is modified by forms Z435 (12/06), Z228 (07/05), 5701 (02/05), 4852OK (11/04) and 4881OK (11/04).

The named insured organization type is a sole proprietorship.

Outline of coverage

Policy level coverage	Limits	Deductible	Premium
Uninsured/Underinsured Motorist	Rejected		—
Total policy level coverage			\$0
Summary level coverage	Limits	Deductible	Premium
Liability To Others			\$1,580
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Comprehensive			387
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			689
See Auto Coverage Schedule	Limit of liability less deductible		
Total summary of coverage			\$2,656
Total 12 month policy premium			\$2,656
Discount if paid in full			-134
Total 12 month policy premium if paid in full			\$2,522

Rated drivers

1. CHRIS GARNER
2. CHARLES GARNER



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5330**

**Awarding a Bid to and Authorizing Execution of a Contract with
Glover Mowing & Landscaping Company for the 2009 Rough and Field Mowing Program**

Issue

Award of a bid and contract for the 2009 Rough and Field Mowing Program, which includes the annual mowing of street/road rights-of-way and other large unimproved City properties

Background

This year, in order to obtain the best possible contractor unit cost for mowing street/road rights-of-way and other large unimproved City-owned properties, staff combined all sites and properties into one large list for prospective contractors to bid on under one contract. A request for bids was advertised in the local newspaper; and eight bids were received and opened on February 9, 2009. Glover Mowing & Landscaping Company was the low responsive bidder for rough and field mowing when combining all locations into one monthly charge. The work was bid as an annual contract with optional two additional one year renewals. The expected cost under this contract is \$44,541, based on the expected frequency of mowing for each property. However, the City will adjust the actual frequency of mowing based on the needs assessed during the growing season. Any adjustments to the total cost of these services based on changes to the frequency of mowing will be made at a rate of \$45 per acre, as provided for in the contract.

Origination

Department of Public Works, Parks and Recreation, Development Services

Financial Consideration

Funds budgeted this year to cover the cost of mowing parks, streets, and other select City properties have been combined into one account and will be sufficient to cover the bid amount submitted by Glover Mowing & Landscaping Company to maintain all of these properties.

Staff Recommendation

Award a bid and sign a contract with Glover Mowing & Landscaping Company for the 2009 Rough and Field Mowing Program.

Alternatives

As may be recommended by the City Council

Attachments

Bid Tab; Resolution No. 5330; Mowing Contract; Exhibit "A" - City Mowing Master List

Prepared by:
Jeffrey Miller, Director of Public Works

Approved by:
George Olson, City Manager

City of Sherman
Mowing Contract Bid Tabulation

Company Name	G.E. Landscaping & Irrigation	Glover Mowing & Landscaping Co.	D & S Services	D & R Mowing	Mag Boyd	K. Barnum	T L. Tumlinson	B S Lawn Care Services
Owner Name	Chris Garner	Jeff Glover	Duane Hall	Raymond Shields				Shane Kumler
Finish Mowing Areas								
one mowing cycle for all sites:	\$2,538.75	\$3,500.17						\$6,925.00
acre:	\$60.00	\$70.20						\$151.69
year (19 mowing sites):	\$48,412.50							
year (28 mowing sites):	\$54,712.50	\$98,004.82				\$20,000.00		\$159,275.00 (19-28 cycles)
Rough Mowing Areas			Tractor Mowing Only					
one mowing cycle for all sites:	\$8,306.24	\$4,832.31						
acre:	\$100.00	\$45.00	\$22.00 w/\$125 min fee					
year (20 total mowing cycles)	\$59,896.97	\$96,646.18						
Field Mowing Area:			Tractor Mowing Only					
one mowing cycle for all sites:	\$100.00	\$90.00						
acre:	\$50.00	\$45.00	\$22.00 w/\$125 min fee	\$55.00				
year (20 total mowing cycles)	\$800.00	\$1,800.00		\$2,200.00				
Lot Mowing (for bidding purposes, up to 400 lots/year, rough cut specs)								
square yard:	0.0385	\$4.00 - listed	0.02	\$0.06	\$0.04	\$0.035	\$0.05	
per mowing cycle:	\$19,250.00	\$50.00 - listed	\$25.00 per lot		\$20,000.00	\$17,500.00	\$19,000.00	

RESOLUTION NO. 5330

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GLOVER MOWING & LANDSCAPING COMPANY FOR THE 2009 ROUGH AND FIELD 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 & Landscaping Company of Sherman, Texas, is hereby awarded the City of Sherman's 2009 Rough and Field 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 by the Interim City Attorney, to execute a contract with Glover Mowing & Landscaping Company for the 2009 Rough and Field 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 _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM 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 & LANDSCAPING COMPANY** of Sherman, Texas, hereinafter referred to as "CONTRACTOR",

W I T N E S S E T H:

WHEREAS, the CITY desires to enter into an agreement with CONTRACTOR for the 2009 Contract 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:

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 9, 2009, 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 written approval or authorization from the City of Sherman Public Works Department prior to undertaking the service. Services authorized and approved shall be performed within seven (7) days unless otherwise provided in writing or as otherwise approved in writing by the Public Works Department. CONTRACTOR shall present invoice for payment on or before ten (10) calendar days following 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 height, 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 wind rows, curb-lines and 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 SELLER'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 SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS

CONTRACT (HEREINAFTER "CLAIMS"); EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

Term

The term of this contract shall be for the period of April 1, 2009 through October 31, 2009. However, award of the contract for Option Years One and Two for the period of April 1, 2010 through October 31, 2010, and April 1, 2011 through October 31, 2011, 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, Workers Compensation and Employers Liability insurance coverages during the term of the contract. The CITY shall be named as an additional insured on the General Liability and Property Damage coverages. The Contractor Insurance Requirements and Agreement, identifying specific insurance requirements, are made a part of this contract as Exhibit "B".

Consideration

In consideration of the work to be performed under this contract, CITY shall pay CONTRACTOR Forty-Four Thousand, Five Hundred Forty-One Dollars and Nine Cents (\$44,541.09), for a total contract price for the Base Year (2009). If the actual quantity of services under this contract is different than indicated on Exhibit "A", or if additional properties are added by

CITY to the scope of services to be provided under this contract, the amount to be paid to CONTRACTOR shall be adjusted using a rate of Forty-Five Dollars and No Cents (\$45.00) per acre, with a minimum of one (1) acre per site.

If the term of this contract is extended in accordance with provisions contained herein, the amount to be paid under the contract extension or extensions shall be Forty-Four Thousand, Five Hundred Forty-One Dollars and Nine Cents (\$44,541.09). 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 _____, on this the _____ day of _____

_____, 2009, and by the **CITY OF SHERMAN**, by its City Manager and attested
by its City Clerk, on this the _____ day of _____, 2009.

**GLOVER MOWING & LANDSCAPING
COMPANY**

CITY OF SHERMAN

BY: Teresa Franklin
NAME: Teresa Franklin
TITLE: Secretary
ADDRESS: 208 W. McLain Dr.
Sherman Tx 75092
ATTEST:

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

BY: Ambely Marshall
NAME: Ambely Marshall
TITLE: Administrative Assistant

BY: _____
NAME: **Linda Ashby**
TITLE: **City Clerk**

APPROVED:

BY: _____
Interim City Attorney

Exhibit “A”

Glover Mowing &
Landscaping Co.

City of Sherman 2009 Bidding for each Mowing

Rough Mowing Areas		1				\$45.00
Locations	Address	Rough	Acre	Qty	Acre	Totals
Country Ridge - Park	4800 Quail Run	Rough	3.35	24	80.4	\$ 3,618.00
Pebblebrook South - Park	3000 Park Avenue	Rough	4.8	24	115.2	\$ 5,184.00
Mulberry & Maxey St.	Right of Way	Rough	1	8	8	\$ 360.00
Rex Cruse	Rex Cruse Dr.	Rough	1	8	8	\$ 360.00
Center St.	Sam Rayburn to Hwy 1417	Rough	2.3	8	18.4	\$ 828.00
McGee St. W. 1300	McGee to Post Oak Creek NW Side	Rough	1	16	16	\$ 720.00
McGee St. W. 1409	Post Oak Creek NW Side	Rough	1	16	16	\$ 720.00
McGee @ Taylor St. W. 1400	Next to Girl Club	Rough	1	16	16	\$ 720.00
Brockett St.	401 E Brockett St. - The Block	Rough	1	8	8	\$ 360.00
Travis St.	Frontage Road / 3 Islands	Rough	1	16	16	\$ 720.00
W. Washington St.	Scattered Locations along Street	Rough	1	16	16	\$ 720.00
Houston / Lamar	Sam Rayburn Frontage Road	Rough	1	16	16	\$ 720.00
2000 S. Crockett St.	Island Crockett & Travis	Rough	1	16	16	\$ 720.00
S. Travis St. @ Wilson	2000 Blk / Island	Rough	1	16	16	\$ 720.00
Oneal & Wells	1300 Blk @ Oneal & Wells Island	Rough	1	16	16	\$ 720.00
First St. & King St.	600 Blk / Island	Rough	1	16	16	\$ 720.00
Wells St.	1400 Blk / Island	Rough	1	16	16	\$ 720.00
N. Maxey St. & Pecan St.	200 Blk & 300 Blk Pecan Island	Rough	1	16	16	\$ 720.00
E. Mulberry St.	300 Blk / Island	Rough	1	16	16	\$ 720.00
Houston St & Hwy 75	Underpass	Rough	1	16	16	\$ 720.00
Lamar St & Hwy 75	Underpass	Rough	1	16	16	\$ 720.00
Park St & Hwy 75	Underpass	Rough	1	16	16	\$ 720.00
Center St. & Hwy 75	Underpass	Rough	1	16	16	\$ 720.00
Washington St. & Hwy 75	Underpass	Rough	1	16	16	\$ 720.00
Travis St. & Hwy 75	Underpass	Rough	1	16	16	\$ 720.00
			32.45	384	542	\$ 24,390.00
			Total Months			\$ 24,390.00

ROW Mowing Areas		1				\$45.00
Locations	Address	Rough ROW	Acre	Qty	Acre	Totals
Travis St. - South - ROW	South Crockett St. to City Limits	Rough	1	8	8	\$ 360.00
Lambersh Rd. - ROW	Hwy 1417 to Shady Oaks	Rough	1	8	8	\$ 360.00
Travis St. - North - ROW	Taylor St to Knollwood St.	Rough	1.9	8	15.2	\$ 684.00
North Creek - ROW	Travis to Town Center	Rough	1	8	8	\$ 360.00
Taylor St. - ROW	Sam Rayburn to Blockbuster	Rough	1	8	8	\$ 360.00
Independence Dr. - ROW	Taylor St to Peyton St	Rough	1	8	8	\$ 360.00
Peyton St. - ROW	Sam Rayburn to Texoma Pkwy	Rough	1	8	8	\$ 360.00
Frisco Rd. - ROW	Broughton St to Fallon Dr	Rough	3.63	8	29.04	\$ 1,306.80
Fallon Dr. - ROW	Theresa Dr to Hwy 75	Rough	1.21	8	9.68	\$ 435.60
Dewey Ave. - ROW	Airport South to Ida Rd	Rough	1	8	8	\$ 360.00
Ida Rd. - ROW	Dewey Rd to First St	Rough	1	8	8	\$ 360.00
First St. - ROW	Cherry St to Hwy 11	Rough	2.78	8	22.24	\$ 1,000.80
			17.52	96	140.16	\$ 6,307.20
			Total Months			\$ 6,307.20

ROW Mowing Areas		1				\$45.00
Locations	Address	Rough ROW	Acre	Qty	Acre	Totals
Park St. - ROW	West Moore to Southridge	Rough - ROW	1.2	3	3.6	\$ 162.00
Sherpard Dr. - East - ROW	Sam Rayburn to RR Tracks	Rough - ROW	2.42	3	7.26	\$ 326.70
Sherpard Dr. - West - ROW	Sam Rayburn to Farmington Rd.	Rough - ROW	4.84	3	14.52	\$ 653.40
Howe Dr. - ROW	Hwy 1417 South to Water Well	Rough - ROW	1.2	3	3.6	\$ 162.00
Akers Rd. - ROW	Sam Rayburn to RR Tracks	Rough - ROW	1.8	3	5.4	\$ 243.00
Friendship Rd. - ROW	Hwy 56 to County Maintenance	Rough - ROW	1.2	3	3.6	\$ 162.00
Cypress Grove Rd. - ROW	Spotty due to property owner	Rough - ROW	4.84	3	14.52	\$ 653.40
Rex Cruise Rd. - ROW	Lambersh to Hwy 82	Rough - ROW	4.84	3	14.52	\$ 653.40
Tuck St. - ROW	Ellington to Skaggs Rd	Rough - ROW	7.27	3	21.81	\$ 981.45
Skaggs Rd. - ROW	Tuck St. North to Hwy 82	Rough - ROW	1.8	3	5.4	\$ 243.00
Gribble St. - ROW	Rosedale Park South to Ida Rd.	Rough - ROW	3.63	3	10.89	\$ 490.05
Lake St. - ROW	Gribble St. to Montgomery St.	Rough - ROW	3.63	3	10.89	\$ 490.05

Moore St. - ROW	From Bryant St. to Hwy 1417	Rough - ROW	7.27	3	21.81	\$ 981.45
Little Ln. - ROW	Washington St to Lamberth Rd.	Rough - ROW	1.21	3	3.63	\$ 163.35
Taylor St. - ROW	Hwy 1417 to Little Ln.	Rough - ROW	1.21	3	3.63	\$ 163.35
Hickory St. - ROW	McLain St. to Hwy 82	Rough - ROW	1	3	3	\$ 135.00
Gallagher Rd. - ROW	Frisco Rd. to Loy Lake Rd.	Rough - ROW	1.21	3	3.63	\$ 163.35
Ross St. - ROW	Old Stiller Park to Baker Rd.	Rough - ROW	1.81	3	5.43	\$ 244.35
Pacific St. - ROW	From Carr St. to Elliott St along RP	Rough - ROW	1.81	3	5.43	\$ 244.35
Leslie Ln. - ROW	Drain Ditch & ROW	Rough - ROW	1.21	3	3.63	\$ 163.35
			55.4	60	166.2	\$ 7,479.00
			Total Months			\$ 7,479.00

City Property		1				\$45.00
Locations	Address	Rough	Acre	Qty	Acre	Totals
Powerline Easement	Ildewood, Rex Cruise, Yorkshire	Rough	1	3	3	\$ 135.00
Belden @ Kessler Circle	Land Lock Drainage	Rough	1	3	3	\$ 135.00
West Washington	Floodplain Bridge	Rough	1	3	3	\$ 135.00
Branch N. 1019	Available Property Limited	Rough	1	3	3	\$ 135.00
Marshall S. 4601	75'x300' City Lot South of 4601	Rough	1	3	3	\$ 135.00
Brents N. 720	100'x150' South of 806 Brents	Rough	1	3	3	\$ 135.00
Harrison St.	City Property	Rough	1	3	3	\$ 135.00
Houston @ Hwy 75	Post Oak Creek Floodplain Bridge	Rough	1	3	3	\$ 135.00
Houston @ Hwy 75	Between Hwy 75 & Wood St.	Rough	1.55	3	4.65	\$ 209.25
Ricketts N. 428	Floodplain	Rough	1	3	3	\$ 135.00
Hwy 75 @ Cherry St.	Post Creek - Cherry St. Floodplain	Rough	2.34	3	7.02	\$ 315.90
W. Center St. @ Sand Creek	Floodplain Bridge	Rough	1	3	3	\$ 135.00
Westhill Cemetery	Churchill Way - Floodplain	Rough	2.8	3	8.4	\$ 378.00
Churchill Way	Floodplain Lot	Rough	1	3	3	\$ 135.00
Wells Ave & Branch St.	Floodplain	Rough	1	3	3	\$ 135.00
Branch St.	Floodplain	Rough	1	3	3	\$ 135.00
Rosedale	Land locked - Floodplain	Rough	1	3	3	\$ 135.00
First St.	Available Property	Rough	1	3	3	\$ 135.00
Avenue C	Available Property	Rough	1	3	3	\$ 135.00
First, Moore, Avenue C	Available Property	Rough	1	3	3	\$ 135.00
2nd Steadman, Avenue E	Available Property	Rough	1	3	3	\$ 135.00
Holly S.	Available Property	Rough	1	3	3	\$ 135.00
Lake st.	Available Property	Rough	4.024	3	12.072	\$ 543.24
Cherry St. E. 200 Blk	South side across 215 E. Cherry	Rough	1	3	3	\$ 135.00
Montgomery N. 508	across street 508 N. Montgomery	Rough	1	3	3	\$ 135.00
Harrison N. 200 Blk	Lot next to 202 N. Harrison St.	Rough	1	3	3	\$ 135.00
Woods St. 300 Blk	St part of frontage rd Boy scouts	Rough	1	3	3	\$ 135.00
McGee St. & Newman Dr.	Park Newman St.	Rough	1	3	3	\$ 135.00
Martin Luther King - Park	Piner Evans @ West of East St.	Rough	1	3	3	\$ 135.00
Welcome Sign 1730 Houston	Houston & Lamar @ Sand Creek	Rough	1.37	3	4.11	\$ 184.95
Washington Place - Park	S. of Washington Place Hwy 1417	Rough	4.73	3	14.19	\$ 638.55
			41.81	93	125.44	\$ 5,644.89
			Total Months			\$ 5,644.89

Field Mowing		1				\$45.00
Locations	Address	Field	Acre	Qty	Acre	Totals
East St. S. 2200	Fire Tower & Gun Range	Field	2	8	16	\$ 720.00
			2	8	10	\$ 720.00
			Total Months			\$ 720.00

Rough & Field Mowing for 91 areas per cycle - Totals	Acre	Qty	Acre	Rough Total
	131.7	641	973.8	\$ 44,541.09
Rough & Field Mowing - Totals	Acre	Qty	Acre	Cycle Total
	131.7	641	973.8	\$ 44,541.09
Finish & Rough Mowing for a year - Totals	Qty			Total
	641			\$44,541.09

Exhibit “B”



Certificate of Insurance

This certifies that

- ☐ State Farm Fire and Casualty Company, Bloomington, Illinois
☐ State Farm General Insurance Company, Bloomington, Illinois
☐ State Farm Fire and Casualty Company, Aurora, Ontario
☐ State Farm Florida Insurance Company, Winter Haven, Florida
☐ State Farm Lloyds, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **GLOVER MOWING & LANDSCAPING CO**
Address of policyholder **PO BOX 1304, SHERMAN, TX 75091-1304**
Location of operations **2412 N TRAVIS ST, SHERMAN, TX 75092 2519**
Description of operations **DOES MOWING & LANDSCAPING**

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number		Type of Insurance	Policy Period		Limits of Liability (at beginning of policy period)	
		Comprehensive Business Liability	Effective Date	Expiration Date	BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:		☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☐			Each Occurrence	\$
					General Aggregate	\$
					Product - Completed Operations Aggregate	\$
Policy Number		EXCESS LIABILITY	Policy Period		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
		☐ Umbrella ☐ Other	Effective Date	Expiration Date	Each Occurrence	\$
					Aggregate	\$
TX MUTUAL INS SBP-0001167500 20080404		Workers' Compensation and Employers Liability	Effective Date	Expiration Date	Part I - Workers Compensation - Statutory	
			04/04/08	04/04/09	Part II - Employers Liability	
					Each Accident	\$ 100,000.00
					Disease - Each Employee	\$ 100,000.00
					Disease - Policy Limit	\$ 500,000.00
Policy Number		Type of Insurance	Policy Period		Limits of Liability (at beginning of policy period)	
087 4563-C30-43C		AUTO FLEET POLICY	Effective Date	Expiration Date	1MM/1MM/500	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

CITY OF SHERMAN
PO BOX 1106
SHERMAN, TX 75090-1106

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to match such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative

AGENT

02/04/09

Title

Date

JAY BUCKNER

Agent Name

Telephone Number **(903) 892-3923**

Agent's Code **1536**

JAY BUCKNER

Aug 72

3664

Collie / Grayson

F053

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DM
GLOVJE1

DATE (MM/DD/YYYY)
02/03/09

PRODUCER

Guest Insurance Agency, Inc.
903 18th Street, Suite 124
Plano TX 75074
Phone: 972-424-4209 Fax: 972-423-6601

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Jeff Glover
dba Glover Mowing & Landscape
P.O. Box 1304
Sherman TX 75091

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Western Heritage
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	SCP0631191	11/18/08	11/18/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOR AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Landscape Contractor

CERTIFICATE HOLDER

The City Of Sherman
P.O. Box 1106
Sherman TX 75091

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

D n Mitchell



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. C.7

RESOLUTION NO. 5331

Authorizing the Acceptance of Fiscal Year 2008 Assistance to Firefighters Grant Agreement Number EMW-2008-FO-06027 from the Federal Emergency Management Agency and the U.S. Department of Homeland Security

Issue

On January 30, 2009, the Federal Emergency Management Agency (FEMA) and the U.S. Department of Homeland Security awarded the Sherman Fire Department a grant in the amount of \$61,200.00. Council approval is required for the receipt and expenditure of these funds.

Background

In 2008, the City of Sherman applied for a grant under the Assistance to Firefighters Program through cooperation of the City's recently established grant writing function and several members of the Fire Department. The grant application was for \$68,000.00 and designated to fund two projects for the continued and advanced training of our firefighters. The first project is a fire pump simulator designed to train our drivers/engineers in fire pump operations. This simulator will allow our personnel to practice pumping during varied scenarios without wasting water. The simulator includes a water holding tank that allows us to re-use the water during the session. This device will also be used to test our fire pumps and receive additional ISO credit. This ISO credit will help us achieve our goal of a reduction in fire insurance rates for our citizens. The second project is a computer based fire training course. Currently, the fire department contracts with an outside vendor to provide a similar service at an annual cost of approximately \$5,000.00. The grant award was a 90% share of the total requested. Council previously approved an adjustment to the FY 2008-2009 budget to cover the remaining 10% or \$6,800.00.

Origination

Jeffrey J. Jones, Fire Chief

Financial Consideration

The grant award of \$61,200.00 represents 90% of the total project cost, \$68,000.00. The appropriations to purchase this equipment have been approved by Council.

Staff Recommendation

It is recommended that the City Council approve acceptance of the award. Acceptance of the grant and grant agreement is automatic upon request for reimbursement of funds spent on the identified projects.

Alternatives

Though not recommended, the City Council could decline the award and not purchase either of the two project items.

Attachments

Resolution No. 5331; Grant Award Notice and Grant Agreement Articles

Prepared by:
Jeffrey J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5331

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2008 ASSISTANCE TO FIREFIGHTERS GRANT AGREEMENT NUMBER EMW-2008-FO-06027 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the Interim City Attorney, to accept the Fiscal Year (FY) 2008 Assistance to Firefighters Grant Agreement Number EMW-2008-FO-06027 from the Federal Emergency Management Agency (FEMA) and the U.S. Department of Homeland Security, 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 _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY



FEMA

Ms. Tammy Davis
Sherman Fire Department
P.O. Box 1106
Sherman, Texas 75091-1106

Re: Grant No.EMW-2008-FO-06027

Dear Ms. Davis:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2008 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate, in consultation with the U.S. Fire Administration, carries out the Federal responsibilities of administering your grant. The approved project costs total to \$68,000.00. The Federal share is 90 percent or \$61,200.00 of the approved amount and your share of the costs is 10 percent or \$6,800.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your Grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the Grant and Grant Agreement Articles when you request and receive any of the Federal Grant funds awarded to you.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from DHS.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should basically request funds when you have an immediate cash need (i.e. you have a bill in-hand that is due within 30 days).

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Ross Ashley, III".

W. Ross Ashley, III, Assistant Administrator
Grant Programs Directorate

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20531

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program

GRANTEE: Sherman Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2008-FO-06027

AMENDMENT NUMBER:

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Article IX	DHS Officials
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Article XIII	Additional Requirements

Article I - Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, DHS has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make

any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from DHS.

However, in keeping with this year's program guidance, grantees that have grant funds left over after completing the approved scope of work prior to the end of the period of performance have three options for the use of the excess funds: 1) they may return the unused funds to the Federal government, 2) they may use a maximum of \$5,000 to expand the activities for which they were awarded, or 3) create or expand an existing fire prevention program. Grantees are encouraged to review the program guidance for more information on this topic.

Article II - Grantee Concurrence

By requesting and receiving Federal grant funds provided by this grant program, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. By receiving funds under this grant, grantees agree that they will use the funds provided through the Fiscal Year 2008 Assistance to Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2008 Assistance to Firefighters Grants program guidance. The grantee agrees that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness. All documents submitted as part of the application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **30-JAN-09 to 29-JAN-10**.

The grant funds are available to the grantee for obligation only during the period of performance of the grant award. The grantee is not authorized to incur new obligations after the expiration date unless the grantee has requested, and DHS has approved, a new expiration date. The grantee has 90 days after period of performance to incur costs associated with closeout or to pay for obligations incurred during period of performance. Award expenditures are for the purposes detailed in the approved grant application only. The grantee cannot transfer funds or assets purchased with grant funds to other agencies or departments without prior written approval from DHS.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for Award attached to these articles. Following are the budgeted estimates for each object classes of this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$68,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$68,000.00

Article V - Requests for Advances or Reimbursements

Grant payments under the Assistance to Firefighters Grant Program are made on an advance or reimbursable basis for immediate cash needs. In order to request funds, the grantee must logon to the Fire Grant System using their user id/password (used to submit the application) the grantee fills out the on-line Request for Advance or Reimbursement. If an authorized user needs access to the application but does not have the user id or password, they may be obtained by calling the help desk at 1-866-274-0960.

Article VI - Budget Changes

With prior DHS approval, grantees may make changes in funding levels between the object classes (as detailed in Article IV above), in order to accomplish the grant's scope of work. The grant's scope of work is outlined in the project narrative and in the request details of the grant application. The provisions of this article are not applicable to changes in the budgeted line-items listed in the request details section of the application as the line-items in the request details section (i.e., scope of work) cannot be changed.

Article VII - Financial Reporting

The Request for Advance or Reimbursement mentioned above will also be used for interim financial reporting purposes. At the end of the performance period, or upon completion of the grantee's program narrative, the grantee must complete, on-line, a final financial report that is required to close out the grant. The Financial Status Report is due within 90 days after the end of the performance period.

Article VIII - Performance Reports

The grantee must submit a semi-annual and a final performance report to DHS. The final performance report should provide a short narrative on what the grantee accomplished with the grant funds and any benefits derived there from. If a grantee's performance period is extended beyond the initial 12-month period, a periodic performance report is due every six month increment until closeout.

Article IX - DHS Officials

Program Officer: Tom Harrington, Deputy Director of the Grants Program Office, is the Program Officer for this grant program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

Grants Assistance Officer: MARKETA GRAHAM is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

Grants Management Branch POC: Nikole Johnson is the point of contact for this grant award and shall be contacted for all financial and administrative grant business matters. If you have any questions regarding your grant please call .

Article X - Other Terms and Conditions

A. Pre-award costs directly applicable to the awarded grant are allowable if approved in writing by the DHS program office. In order to be reimbursed for items purchased prior to award, grantees must submit a payment request and provide rationale for incurring the costs prior to award. All pre-award expenses should have been disclosed during the award negotiation process. Failure to disclose pre-award

expenses during the award negotiation process may affect the costs' eligibility.

B. Quotes obtained prior to submittal of the application - for the purposes of applying for this grant - are not considered to be sufficient to satisfy the requirements for competition as outlined in OMB Circular A-110 below. All bidding activities implemented for competition must be sought and obtained after award, i.e., during the period of performance. Grantees may be jeopardizing their awards if the requirements set forth are not adhered to.

Article XI - General Provisions

The following are hereby incorporated into this agreement by reference:

The program's annual Program Guidance.

44 CFR, Emergency Management and Assistance

Part 7 Nondiscrimination in Federally-Assisted Programs

Part 13 Uniform administrative requirements for grants and cooperative agreements to state and local governments

Part 17 Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-free Workplace (Grants)

Part 18 New Restrictions on Lobbying

31 CFR 205.6 Funding Techniques

OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-87 Cost Principles for State/local Governments, Indian tribes

OMB Circular A-122 Cost Principles for Non-Profit Organizations

OMB Circular A-102	Uniform Administrative Requirements for Grants and Agreements With State and Local Governments Assistance to Firefighters Grant Application and Assurances contained therein.
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OMB Circular A-110	Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other NonProfit Organizations Assistance to Firefighters Grant Application and Assurances contained therein.
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Article XII- Audit Requirements

All grantees must follow the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The main requirement of this OMB Circular is that grantees that expend \$500,000.00 or more in Federal funds (from all Federal sources) must have a single audit performed in accordance with the circular.

As a condition of receiving funding under this grant program, you must agree to maintain grant files and supporting documentation for three years upon the official closeout of your grant. You must also agree to make your grant files, books, and records available for an audit by DHS, the General Accounting

Office (GAO), or their duly authorized representatives to assess the accomplishments of the grant program or to ensure compliance with any requirement of the grant program.

Article XIII- Additional Requirements (if applicable)

Vehicle Awardees:

Vehicle awardees for FY 2008 will be required to include an advance payment bond as part of the contract with their vehicle manufacturer. An advance payment bond is like an insurance policy that protects you in the event that the manufacturer with whom you contracted to build your vehicle cannot fulfill the contract, i.e., cannot finish building your vehicle for any reason. An advance payment bond is a financial tool used to guarantee that, in the event of manufacturer/contractor default, funds will be available to finish the construction of your vehicle and ensure its proper operation. From the vehicle grantee's point of view, the insolvency of a contractor during the construction of a vehicle will most likely result in delayed completion of the vehicle, additional expenses for a different manufacturer/contractor to finish the work, or even loss of grant funds. For this reason, we now require manufacturers/contractors to provide a bond from an independent bank, insurance company or bonding agency so that the vehicle grantees can recover damages they may sustain if the manufacturer/contractors default during the construction of a vehicle. The amount of the bond should be equal to, or greater than, the sum of any payments, compensation and/or consideration provided prior to the delivery of the vehicle. If no down payment is required in the purchase contract, an advance payment bond is not required.

Regardless of whether a performance bond is obtained, each vehicle purchase contract must include a performance clause. The performance clause stipulates a certain date when the vehicle will be delivered by the vendor. If the vendor does not deliver the vehicle by the date stipulated in the performance clause, penalties are administered to the vendor. These penalties should be of a severity sufficient to provide the vendor with incentive to deliver the vehicle at the earliest possible date but no less than \$100 per day.

Regional Hosts:

Grantees that are the hosts of regional projects as provided for in the annual program guidance are accountable for the equipment purchased with grant funds and disbursed to other first-responder organizations under a memorandum of understanding. Responsibility for maintenance of the equipment may be placed in the hands of the recipient if specifically delineated in the memorandum of understanding between the host and the recipient.

Modification to Facilities Requirements:

Modification to facility projects (including renovations associated with equipment installations) are subject to all applicable environmental and historic preservation requirements. Applicants seeking assistance to modify their facilities or to install equipment requiring renovations may undergo additional screening. Specifically, DHS is required to ascertain to what degree the proposed modifications and renovations might affect an applicant's facility relative to the National Environmental Policy Act, National Historic Preservation Act of 1966, National Flood Insurance Program regulations, and any other applicable laws and Executive Orders. No project that involves a modification to facility can proceed – except for project planning – prior to formal written approval from DHS. If your award includes a modification to a facility, you are responsible for contacting the Program Office so you can be given direction on how to proceed; your contact in the AFG Program Office is Stephen.pezzetti@dhs.gov. Noncompliance with these provisions may jeopardize an applicant's award and subsequent funding.

Grants Management Adjustments to Original Application (if applicable):

null

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2008-FO-06027	2. AMENDMENT NO. 0	3. RECIPIENT NO. 75-6000669	4. TYPE OF ACTION AWARD	5. CONTROL NO. W462110N
6. RECIPIENT NAME AND ADDRESS Sherman Fire Department 318 S. Travis St. Sherman Texas, 75090-7147	7. ISSUING OFFICE AND ADDRESS Grants Management, Operations Directorate 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: Nikole Johnson	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Tammy Davis	PHONE NO. 9038927228	10. NAME OF PROJECT COORDINATOR Tom Harrington	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 30-JAN-09	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:30-JAN-09 To:29-JAN-10	

Budget Period
From:01-OCT-08 To:30-SEP-09

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2009-M8-0001GF-25000000-4101-D	\$0.00	\$61,200.00	\$61,200.00	\$6,800.00
TOTALS			\$0.00	\$61,200.00	\$61,200.00	\$6,800.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Sylvia Carroll

DATE
28-JAN-09



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. C.8

*** RESOLUTION NO. 5332**

Authorizing the Purchase of Training Equipment for the Sherman Fire Department from F.D. Training Systems, a Sole Source Vendor

Issue

On January 30, 2009, the Federal Emergency Management Agency (FEMA) and the U.S. Department of Homeland Security awarded the Sherman Fire Department a grant in the total amount of \$61,200.00. In the preceding agenda item, the Council will consider approval of the acceptance of these funds; and Council action is also required for their expenditure.

Background

On January 30, 2009, the City of Sherman was awarded an Assistance to Firefighters Grant in the amount of \$61,200.00, 90% of the total application for \$68,000.00. The grant application designated two projects for the continued and advanced training of our firefighters. The first project is a fire pump simulator designed to train our drivers/engineers in fire pump operations. This simulator will allow our personnel to practice pumping during varied scenarios without wasting water. The simulator includes a water holding tank that allows us to re-use the water during the session. This device will also be used to test our fire pumps and receive additional ISO credit. This ISO credit will help us achieve our goal of a reduction in fire insurance rates for our citizens. The cost of the pump simulator is \$57,500.00 and is available through F.D. Training Systems of Granbury, Texas, a sole source vendor for this equipment.

Origination

Jeffrey J. Jones, Fire Chief

Financial Consideration

The grant award of \$61,200.00 represents 90% of the total project cost, \$68,000.00. Funds for this purchase have been approved by Council. Total purchase cost of this item is \$57,500.00.

Staff Recommendation

It is recommended that the City Council approve the expenditure of the grant funds to purchase a Fire Engineer Training Simulator and equipment from F.D. Training Systems.

Alternatives

None recommended

Attachments

Resolution No. 5332; F.D. Training Systems Quotation; Grant Award Notice/Grant Agreement Articles

Prepared by:

Jeffrey J. Jones, Fire Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5332

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TRAINING EQUIPMENT FOR THE SHERMAN FIRE DEPARTMENT FROM F.D. TRAINING SYSTEMS, A SOLE SOURCE VENDOR; 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 to purchase from F.D. Training Systems of Granbury, Texas, a sole source vendor, a Fire Engineer Training Simulator and equipment at the total purchase price of Fifty-Seven Thousand Five Hundred Dollars and No Cents (\$57,500.00), in accordance with the terms and conditions of the quotation attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the Interim City Attorney.

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 _____, 2009.

CITY OF SHERMAN, TEXAS

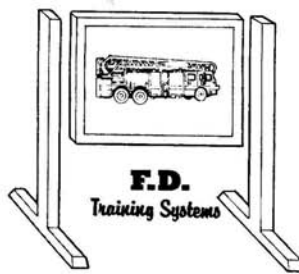
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

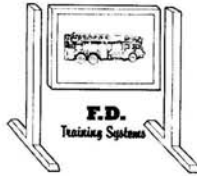
APPROVED AS TO FORM:

BY: _____
INTERIM CITY ATTORNEY



***F D Training Systems
Fire Engineer Training Simulator
Developed for the
Sherman Texas
Fire Department***

Construction Documents
for the
Fire Engineer Training Simulator



F.D. Training Systems
5107 Fall Creek Hwy. Ste U
Granbury, Texas 76049
817-578-1224
jeff@fdtrainingsystems.com
www.fdtrainingsystems.com

Greg Loyd
Tammy Davis
Sherman Texas Fire Department
405 N. Rusk
Sherman, TX 75090

Greetings All,

Thank you very much for your time and interest in FD Training Systems Fire Engineer Training Simulator.

The recovery tank on the machine is self is constructed of 3/16" mild steel that is fabricated to FDTS specifications directly from the steel mill. After fabrication, all of the steel components undergo a two part powder coating process. The first process involves and epoxy based coating which is baked onto the steel, followed by the color coat process which is also baked on. Each process uses an electrical current while the coating material is being applied and then the machine is placed into an oven for baking for about 10 to 12 hours after each coating is applied. The result is a very durable, corrosion resistant machine that looks great.

Inlet flow piping system. All components that water runs through are fabricated from stainless steel components. All of the inlet high pressure valves are 3 piece stainless steel construction, and all transmitters are stainless steel as well.

The most significant change to the Fire Engineer Training Simulator has been to the computer systems and software. We have streamlined the human - machine interface software and we load the software onto a notebook computer that is included with the machine. This allows many additional benefits including an UNLIMITED combination of scenarios, automatic or manual control for pump testing operations, and a much easier user interface. Even those who are "computer incompatible" will have no problem operating the Fire Engineer Training Simulator. The system is also setup for remote control from FD Training Systems network in Fort Worth for computer upgrades and remote trouble shooting activities.

The software itself is also runs diagnostic functions to monitor all components of the machine and alert the operator if anything is outside of the pre-programmed parameters.

Thus far, we have pumped over 35 million gallons of water through the two machines that we use in our region, and have not had a fault or failure of any description.

The premise of the scenario based training has not changed. Our staff will make sure your training personnel are totally comfortable with operating the machine and using all of the functions during "train the trainer". I include 8 hours of train the trainer in the price of the machine, but we will stay as long as needed.

In some of the more advanced scenario's, the student will experience a "complete and sudden" hose rupture, and will also experience a partial loss of water. This can occur while the student is flowing up to 850 gallons per minute.

The flow rates and nozzle pressures for each line can then be printed for reference and student evaluation.

It can get very exciting for the engineer.

If your apparatus has an electronic governor control, such as a fire commander or class 1, the simulator can make the electronic governor behave in ways most engineers have never seen, and they will be able to correct these problems when they occur on the fire ground.

We will be able to create custom scenario's that will fit the needs of your fire department, we will also include a couple of smooth bore nozzle scenario's and a water transfer scenario.

The flow transmitters on the Fire Engineer Training Simulator are routed through a computer system in order for the instructor and student to view a readable flow rate, however, the flow transmitters are highly accurate, and thus far have maintained their accuracy with well over 8 million gallons of water that have been pumped through them. The pressure & flow transmitters have maintained their accuracy even after repeated high pressure water hammer events.

FD Training Systems will deliver these transmitters with an accuracy of +/- 5%.

With the exception of the 1-3/4" and 2-1/2" attack line, (which we can provide), the Fire Engineer Training Simulator will be delivered completely operational and ready to use. All that is required is a 110 volt a.c. receptacle.

Upon delivery of the simulator to the Sherman Texas Fire Department, we will verify the pressures and flow rates for each line.

This machine also is quoted with the ability to complete on site NFPA 1911 pump testing.

On an average training day, we will pump between 130,000 and 150,000 gallons of water but only consume 3000 to 4000 gallons. During a typical pump test, we will pump approximately 40,000 gallons of water but consume less than 2000 gallons.

Warranty Information

FD Training Systems will warranty the Fire Engineer Training Simulator for one calendar year, covering mechanical, electrical, hardware components and computer software that arise from any defective component or craftsmanship.

This warranty will not cover any damage or failure of any component to the Fire Engineer Training Simulator due to operating the Fire Engineer Training Simulator in any manner not recommended by the owners manual or in any manner not recommended by FD Training Systems staff during the "train the trainer" session.

This warranty will not cover any damage to the Fire Engineer Training Simulator that is not a direct result of any defective component or craftsmanship.

This warranty will not cover tires and wheels on the Fire Engineer Training Simulator's trailer.

This warranty will be void if the Fire Engineer Training Simulator is transported for any distance with water in the recovery tank.

A tamper seal will be installed on the control panel cover. It shall not be removed without prior consent of FD Training Systems. The hardware, software and electrical system warranty will be void if the tamper seal is removed without prior consent of FD Training Systems.

Any non warranty repairs will be billed at \$160.00 per hour plus travel expenses plus any replacement components.

The Fire Engineer Training Simulator is designed and engineered to operate with a fire apparatus at a percentage of the total pump capacity.

It is highly recommended that any apparatus that is operated with the Fire Engineer Training Simulator be inspected prior to each use with the Fire Engineer Training Simulator and the any apparatus that is used with the Fire Engineer Training Simulator be in good repair and have no safety systems by-passed or rendered un-operational.

Pressure Relief Devices (if applicable)

If the apparatus that is used with the Fire Engineer Training Simulator is equipped with a Pressure Relief Device, the Pressure Relief Device will not be disabled due to the Fire Engineer Training Simulator. The Pressure Relief Device can actually be incorporated into each scenario. The Pressure Relief Device can however, divert the water that is being used by the simulator, back into the apparatus' booster tank or possibly onto the ground. If this happens, it will be necessary to replenish the Simulator's Recovery Tank with water, prior to the next scenario. This will be outlined in detail in the owners manual or instructors guidebook.

Again, Thank You very much for considering FD Training Systems to assist you with your departments training needs.

We are looking forward to seeing you again in the near future.

If you have any questions, please don't hesitate to contact me.

Thanks and Have A GREAT Day!

Jeff Clifton

The Fire Engineer Training Simulator comes with the following items:

Description	Price
Fire Engineer Training Simulator, 1,750 gpm rating, with automated pump testing hardware and software, full spectrum training software	
Pre-programmed HMI (Human Machine Interface) computer	
Pre-programmed 6000 word logic controller	
Scenario programming can be existing programs developed by FD Training Systems or we will work with your training staff to develop custom scenarios.	
Stainless Steel inlet piping systems with all associated components	
Stainless Steel Industrial rated pressure and flow transmitters	
Stainless Steel, 3 piece Industrial rated full port valves with extreme duty actuators	
NFPA 70 rated device enclosures	
6" hard suction and all adapters	
Tandem axle trailer with electric brakes – break away switch - black with chrome wheels	
Full, one year warranty on all components, hardware, & software	
8 hour "train the trainer" course	
Instructors and student manuals	
sub Total	\$57,500.00
Freight	
Total	\$57,500.00

Software package is proprietary and additional software is NOT included. There are no trial beta software packages.

Submitted to the Sherman Texas Fire Department
23 February, 2009

Jeff Clifton
FD Training Systems

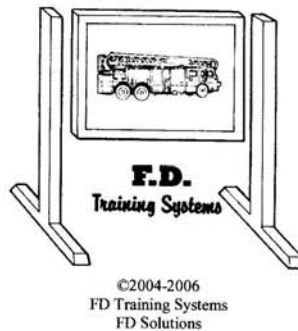
Terms:

Payment due on delivery

Please allow 12 to 14 weeks for delivery

Prices will be guaranteed for 90 days

Buyer is responsible for all federal, state, and local taxes



For additional information:
www.fdtrainingsystems.com
jeff@fdtrainingsystems.com

817-578-1224



FEMA

Ms. Tammy Davis
Sherman Fire Department
P.O. Box 1106
Sherman, Texas 75091-1106

Re: Grant No.EMW-2008-FO-06027

Dear Ms. Davis:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2008 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate, in consultation with the U.S. Fire Administration, carries out the Federal responsibilities of administering your grant. The approved project costs total to \$68,000.00. The Federal share is 90 percent or \$61,200.00 of the approved amount and your share of the costs is 10 percent or \$6,800.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your Grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the Grant and Grant Agreement Articles when you request and receive any of the Federal Grant funds awarded to you.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from DHS.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should basically request funds when you have an immediate cash need (i.e. you have a bill in-hand that is due within 30 days).

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Ross Ashley, III".

W. Ross Ashley, III, Assistant Administrator
Grant Programs Directorate

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20531

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program

GRANTEE: Sherman Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2008-FO-06027

AMENDMENT NUMBER:

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Article I - Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, DHS has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make

any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from DHS.

However, in keeping with this year's program guidance, grantees that have grant funds left over after completing the approved scope of work prior to the end of the period of performance have three options for the use of the excess funds: 1) they may return the unused funds to the Federal government, 2) they may use a maximum of \$5,000 to expand the activities for which they were awarded, or 3) create or expand an existing fire prevention program. Grantees are encouraged to review the program guidance for more information on this topic.

Article II - Grantee Concurrence

By requesting and receiving Federal grant funds provided by this grant program, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. By receiving funds under this grant, grantees agree that they will use the funds provided through the Fiscal Year 2008 Assistance to Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2008 Assistance to Firefighters Grants program guidance. The grantee agrees that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness. All documents submitted as part of the application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **30-JAN-09 to 29-JAN-10**.

The grant funds are available to the grantee for obligation only during the period of performance of the grant award. The grantee is not authorized to incur new obligations after the expiration date unless the grantee has requested, and DHS has approved, a new expiration date. The grantee has 90 days after period of performance to incur costs associated with closeout or to pay for obligations incurred during period of performance. Award expenditures are for the purposes detailed in the approved grant application only. The grantee cannot transfer funds or assets purchased with grant funds to other agencies or departments without prior written approval from DHS.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for Award attached to these articles. Following are the budgeted estimates for each object classes of this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$68,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$68,000.00

Article V - Requests for Advances or Reimbursements

Grant payments under the Assistance to Firefighters Grant Program are made on an advance or reimbursable basis for immediate cash needs. In order to request funds, the grantee must logon to the Fire Grant System using their user id/password (used to submit the application) the grantee fills out the on-line Request for Advance or Reimbursement. If an authorized user needs access to the application but does not have the user id or password, they may be obtained by calling the help desk at 1-866-274-0960.

Article VI - Budget Changes

With prior DHS approval, grantees may make changes in funding levels between the object classes (as detailed in Article IV above), in order to accomplish the grant's scope of work. The grant's scope of work is outlined in the project narrative and in the request details of the grant application. The provisions of this article are not applicable to changes in the budgeted line-items listed in the request details section of the application as the line-items in the request details section (i.e., scope of work) cannot be changed.

Article VII - Financial Reporting

The Request for Advance or Reimbursement mentioned above will also be used for interim financial reporting purposes. At the end of the performance period, or upon completion of the grantee's program narrative, the grantee must complete, on-line, a final financial report that is required to close out the grant. The Financial Status Report is due within 90 days after the end of the performance period.

Article VIII - Performance Reports

The grantee must submit a semi-annual and a final performance report to DHS. The final performance report should provide a short narrative on what the grantee accomplished with the grant funds and any benefits derived there from. If a grantee's performance period is extended beyond the initial 12-month period, a periodic performance report is due every six month increment until closeout.

Article IX - DHS Officials

Program Officer: Tom Harrington, Deputy Director of the Grants Program Office, is the Program Officer for this grant program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

Grants Assistance Officer: MARKETA GRAHAM is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

Grants Management Branch POC: Nikole Johnson is the point of contact for this grant award and shall be contacted for all financial and administrative grant business matters. If you have any questions regarding your grant please call .

Article X - Other Terms and Conditions

A. Pre-award costs directly applicable to the awarded grant are allowable if approved in writing by the DHS program office. In order to be reimbursed for items purchased prior to award, grantees must submit a payment request and provide rationale for incurring the costs prior to award. All pre-award expenses should have been disclosed during the award negotiation process. Failure to disclose pre-award

expenses during the award negotiation process may affect the costs' eligibility.

B. Quotes obtained prior to submittal of the application - for the purposes of applying for this grant - are not considered to be sufficient to satisfy the requirements for competition as outlined in OMB Circular A-110 below. All bidding activities implemented for competition must be sought and obtained after award, i.e., during the period of performance. Grantees may be jeopardizing their awards if the requirements set forth are not adhered to.

Article XI - General Provisions

The following are hereby incorporated into this agreement by reference:

The program's annual Program Guidance.

44 CFR, Emergency Management and Assistance

Part 7 Nondiscrimination in Federally-Assisted Programs

Part 13 Uniform administrative requirements for grants and cooperative agreements to state and local governments

Part 17 Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-free Workplace (Grants)

Part 18 New Restrictions on Lobbying

31 CFR 205.6 Funding Techniques

OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-87 Cost Principles for State/local Governments, Indian tribes

OMB Circular A-122 Cost Principles for Non-Profit Organizations

OMB Circular A-102	Uniform Administrative Requirements for Grants and Agreements With State and Local Governments Assistance to Firefighters Grant Application and Assurances contained therein.
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OMB Circular A-110	Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other NonProfit Organizations Assistance to Firefighters Grant Application and Assurances contained therein.
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Article XII- Audit Requirements

All grantees must follow the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The main requirement of this OMB Circular is that grantees that expend \$500,000.00 or more in Federal funds (from all Federal sources) must have a single audit performed in accordance with the circular.

As a condition of receiving funding under this grant program, you must agree to maintain grant files and supporting documentation for three years upon the official closeout of your grant. You must also agree to make your grant files, books, and records available for an audit by DHS, the General Accounting

Office (GAO), or their duly authorized representatives to assess the accomplishments of the grant program or to ensure compliance with any requirement of the grant program.

Article XIII- Additional Requirements (if applicable)

Vehicle Awardees:

Vehicle awardees for FY 2008 will be required to include an advance payment bond as part of the contract with their vehicle manufacturer. An advance payment bond is like an insurance policy that protects you in the event that the manufacturer with whom you contracted to build your vehicle cannot fulfill the contract, i.e., cannot finish building your vehicle for any reason. An advance payment bond is a financial tool used to guarantee that, in the event of manufacturer/contractor default, funds will be available to finish the construction of your vehicle and ensure its proper operation. From the vehicle grantee's point of view, the insolvency of a contractor during the construction of a vehicle will most likely result in delayed completion of the vehicle, additional expenses for a different manufacturer/contractor to finish the work, or even loss of grant funds. For this reason, we now require manufacturers/contractors to provide a bond from an independent bank, insurance company or bonding agency so that the vehicle grantees can recover damages they may sustain if the manufacturer/contractors default during the construction of a vehicle. The amount of the bond should be equal to, or greater than, the sum of any payments, compensation and/or consideration provided prior to the delivery of the vehicle. If no down payment is required in the purchase contract, an advance payment bond is not required.

Regardless of whether a performance bond is obtained, each vehicle purchase contract must include a performance clause. The performance clause stipulates a certain date when the vehicle will be delivered by the vendor. If the vendor does not deliver the vehicle by the date stipulated in the performance clause, penalties are administered to the vendor. These penalties should be of a severity sufficient to provide the vendor with incentive to deliver the vehicle at the earliest possible date but no less than \$100 per day.

Regional Hosts:

Grantees that are the hosts of regional projects as provided for in the annual program guidance are accountable for the equipment purchased with grant funds and disbursed to other first-responder organizations under a memorandum of understanding. Responsibility for maintenance of the equipment may be placed in the hands of the recipient if specifically delineated in the memorandum of understanding between the host and the recipient.

Modification to Facilities Requirements:

Modification to facility projects (including renovations associated with equipment installations) are subject to all applicable environmental and historic preservation requirements. Applicants seeking assistance to modify their facilities or to install equipment requiring renovations may undergo additional screening. Specifically, DHS is required to ascertain to what degree the proposed modifications and renovations might affect an applicant's facility relative to the National Environmental Policy Act, National Historic Preservation Act of 1966, National Flood Insurance Program regulations, and any other applicable laws and Executive Orders. No project that involves a modification to facility can proceed – except for project planning – prior to formal written approval from DHS. If your award includes a modification to a facility, you are responsible for contacting the Program Office so you can be given direction on how to proceed; your contact in the AFG Program Office is Stephen.pezzetti@dhs.gov. Noncompliance with these provisions may jeopardize an applicant's award and subsequent funding.

Grants Management Adjustments to Original Application (if applicable):

null

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2008-FO-06027	2. AMENDMENT NO. 0	3. RECIPIENT NO. 75-6000669	4. TYPE OF ACTION AWARD	5. CONTROL NO. W462110N
6. RECIPIENT NAME AND ADDRESS Sherman Fire Department 318 S. Travis St. Sherman Texas, 75090-7147	7. ISSUING OFFICE AND ADDRESS Grants Management, Operations Directorate 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: Nikole Johnson	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Tammy Davis	PHONE NO. 9038927228	10. NAME OF PROJECT COORDINATOR Tom Harrington	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 30-JAN-09	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:30-JAN-09 To:29-JAN-10	

Budget Period
From:01-OCT-08 To:30-SEP-09

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2009-M8-0001GF-25000000-4101-D	\$0.00	\$61,200.00	\$61,200.00	\$6,800.00
TOTALS			\$0.00	\$61,200.00	\$61,200.00	\$6,800.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Sylvia Carroll

DATE
28-JAN-09



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. C.9

*** RESOLUTION NO. 5333**

**Awarding a Bid to and Authorizing Execution of a Contract with Planet Ford
for the Purchase of Three 2009 Ford Crown Victoria Police Interceptor Vehicles**

Issue

Authorizing acceptance of the Planet Ford bid as the supplier of three 2009 Ford Crown Victoria Police Interceptor vehicles

Background

At the December 1, 2008 meeting, the Sherman City Council authorized the request to advertise and solicitation of bids for three police patrol vehicles. The bidding process was implemented with appropriate notification being made. The following bids for three 2009 Ford Crown Victoria Police Interceptors were received:

Planet Ford	\$21,933.00 (per vehicle) \$65,799.00 (total)
Philpott Ford	\$22,282.20 (per vehicle) \$66,846.60 (total)
Sam Pack's Five Star Ford	\$22,320.92 (per vehicle) \$66,962.76 (total)

Origination

Police Department

Financial Consideration

The budgeted amount for this purchase is \$22,800.00 per vehicle, for a total of \$68,400.00 for all three.

Staff Recommendation

It is recommended that the Council accept the low bid from Planet Ford of Spring, Texas.

Alternatives

There are no reasonable alternatives at this time.

Attachments

Resolution No. 5333
Contract of Sale
Planet Ford Bid

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5333

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PLANET FORD FOR THE PURCHASE OF THREE 2009 FORD CROWN VICTORIA POLICE INTERCEPTOR VEHICLES; 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 Planet Ford of Spring, Texas, is hereby awarded a bid for the purchase of three (3) 2009 Ford Crown Victoria Police Interceptor Vehicles for the total purchase price of Sixty-Five Thousand Seven Hundred Ninety-Nine Dollars and No Cents (\$65,799.00); 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 Interim City Attorney, to execute a contract with Planet Ford for the purchase of said vehicles, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2009.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
INTERIM CITY ATTORNEY

CONTRACT OF SALE

THE STATE OF TEXAS
COUNTY OF GRAYSON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That the **CITY OF SHERMAN, TEXAS**, a municipal corporation, hereinafter referred to as "CITY", and **PLANET FORD** of Spring, Texas, hereinafter referred to as "SELLER,"

WITNESSETH:

Terms of Purchase. SELLER agrees to sell, make available and deliver to CITY, and CITY agrees to purchase from SELLER,

Three (3) 2009 Ford Crown Victoria Police Interceptor Vehicles for use by the City of Sherman Police Department, at a cost of Twenty-One Thousand Nine Hundred Thirty-Three Dollars and No Cents (\$21,933.00) per unit and a total bid amount of Sixty-Five Thousand Seven Hundred Ninety-Nine Dollars and No Cents (\$65,799.00, (hereinafter referred to as "Goods").

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid submitted by SELLER on January 23, 2009, in response to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid and SELLER's Bid, identified as Exhibit "A", are incorporated herein by reference and made a part of this Contract for all purposes.

SELLER hereby agrees to deliver the *Goods* to CITY at Sherman, Texas as specified by CITY, within ninety (90) days from the date of this Contract. CITY reserves the right to reasonably restrict the days or hours for delivery. CITY will pay SELLER for *Goods* as specified in Exhibit "A" within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject all or any part of the *Goods* delivered by SELLER that do not comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SELLER as "nonconforming goods." Upon written notice by CITY to SELLER of nonconforming goods, SELLER shall have three (3) business days from notice of rejection to replace the non-conforming *Goods*. CITY shall, on notice, receive credit for all charges related to non-conforming goods delivered. SELLER shall have twenty (20) days from notice of CITY'S rejection of nonconforming goods to remove the goods from the delivery location, at SELLER'S expense, in default of which, CITY may, at its election, return nonconforming goods to the SELLER. In the event of the CITY's return of nonconforming goods, CITY shall be entitled to recover all costs and expenses related to storage, reloading, removal and return of the rejected non-conforming goods from SELLER. CITY is expressly authorized to contract for return in default of SELLER's removal of nonconforming goods pursuant to this Contract. CITY assumes no liability for loss or damage to nonconforming goods delivered to CITY under this provision and SELLER agrees to release and hold harmless CITY from any claim or liability

relating to SELLER's delivery of nonconforming goods pursuant to this Contract. Should any of the *Goods* be rejected because of failure to meet specifications, and SELLER not supply conforming products within three (3) days of notice of rejection, then CITY may purchase such products from the next lowest bidder willing to honor its bid, and SELLER agrees to pay to CITY in cash the difference in the Bid Proposals, as liquidated damages within fifteen (15) days of notification by CITY of the invoice and payment by the CITY for conforming goods provided by the next lowest bidder.

Ownership of Goods. SELLER represents that it is the record and beneficial owner of the items set forth in Exhibit "A," free and clear of any Lien and any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of the items, and will transfer and deliver to CITY the items free and clear of any Lien and any such limitation or restriction.

Supplier's Warranty. SELLER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and goods delivered and supplied under this Contract. SELLER has no duty to inspect or examine the goods furnished by SELLER under this Contract and is fully entitled to rely on the goods as represented by SELLER to ensure compliance with the foregoing.

Insurance. SELLER agrees to carry insurance as specified in Exhibit "A" and to name the CITY as an additional insured.

INDEMNIFICATION. SELLER 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 SELLER'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 SELLER, 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.

No Waiver of Governmental Immunity. This Contract does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to, governmental immunity, that would otherwise be available to the CITY against claims arising from the exercise of governmental powers and functions.

Litigation. There is no action, suit, investigation, or proceeding pending against, or to the knowledge of SELLER threatened against or affecting SELLER or any of their respective properties before any court or arbitrator or any governmental body, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SELLER, in partial or complete satisfaction of any property taxes due or other monies owed the City of Sherman, which are or become delinquent during the term of this Contract.

Amendment of Contract. This Contract may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SELLER.

Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

Headings. Section or other headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

Conflicts. If there are any conflicts between the Contract and Exhibit "A", the provisions in the Contract prevail over the provisions in Exhibit "A".

Severability. Any provision or part of this Contract is held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and SELLER, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Contract Interpretation. Although this Contract is drafted by the City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

Notices. All notices under this Contract require written notice delivered to CITY or SELLER at the address indicated on this Contract or as otherwise noticed by the party in writing.

Applicable Laws and Venue. This Contract shall be construed in accordance with the laws of the State of Texas, shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SELLER and on behalf of CITY, by its City Manager and attested by its City Clerk, effective the _____ day of _____, 2009.

SELLER:
PLANET FORD

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
NAME: _____
TITLE: **GENERAL MANAGER**
20403 I-45 North
Spring, Texas 77388

BY: _____
GEORGE OLSON
CITY MANAGER
220 W. Mulberry
Sherman, Texas 75090

DATE: _____

DATE: _____

ATTEST:

ATTEST:

BY: _____
NAME: _____
TITLE: _____

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM:

PETER K. MUNSON
INTERIM CITY ATTORNEY

**CITY OF SHERMAN
POLICE VEHICLES
BID PROPOSAL:**

Brand of Vehicle: Ford Crown Vic Interceptor P71

Model: P71 - Interceptor

Earliest Possible Delivery: 60 - 90 appx.

Warranty: 3yr/56,000 B to B

5yr/60,000 powertrain

Cost per vehicle bid: \$21,933.

*Extended total bid: \$65,799.

INFORMATION TO VENDORS:

Bid prices will be compared with State and Inter-local Agreement Contract prices available to the City of Sherman

VENDOR INFORMATION:

Name of Bidder: Planet Ford

Address: 20403 F45 North, Spring, TX 77388

Telephone Number: 979-567-6116

Authorized Signature: Wm. August Knapp

Must be signed by an authorized agent of your firm

SPECIFICATIONS:

Vehicles shall be equipped with all standard items not specifically mentioned and current State Inspection Sticker

List any exceptions to these specifications:

EXHIBIT A

CITY OF SHERMAN

P.O. Box 1106
Sherman, TX 75091-1106
Telephone: 903/892-7215
www.ci.sherman.tx.us

**INVITATION TO BID
THREE(3) NEW, FULL SIZE POLICE PATROL VEHICLES**

RETURN YOUR PROPOSAL TO:	VENDOR NAME/ADDRESS:
City of Sherman 405 N. Rusk P.O. Box 1106 Sherman, TX 75090	Planet Road (#20-5221858) 20403 I45 North Spring, Tx 77388

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND PROPOSAL SHEET(S) are for your convenience in submitting a BID on the enclosed referenced products and/or services for the City of Sherman. All parts of this packet constitutes the complete ITB and all parts must be returned to be considered.

SEALED BIDS SHALL BE RECEIVED NO LATER THAN:
3:00 P.M., MONDAY, JANUARY 26, 2009
ALL ENVELOPES SHALL BE MARKED WITH THE FOLLOWING:
THREE(3) NEW, FULL SIZE 2009 POLICE PATROL VEHICLES ITB #0809-01

THE CITY OF SHERMAN appreciates your time and effort in preparing this Proposal. Please note that to be considered, all Proposals **MUST BE RECEIVED AT THE DESIGNATED LOCATION AND BY THE DEADLINE SHOWN ABOVE.** Proposals received after the deadline shown above will not be considered for the award of this contract, and shall be considered void and unacceptable. The Proposal opening is scheduled to be held in the Purchasing Office at 405 N. Rusk, Sherman, Texas 75090. **YOU ARE INVITED TO ATTEND.** Facsimile and electronic bid replies will not be accepted.

If you do not wish to submit a Proposal at this time, but you wish to remain on our bid list for this commodity, please mark the No Bid@ space below, sign the last sheet of this proposal and return by the same time and at the same location as stated above.

OUR COMPANY WILL SUBMIT A NO BID@ FOR ALL OF THE ITEMS LISTED IN THIS BID/PROPOSAL:

The City is aware of the time and effort you expend in preparing and submitting proposals. Please let us know of any requirements which are causing you difficulty in responding. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the City's business.

Contract Awards will be made by the City Council. Council meetings are held every other Monday or as directed by the City Council. To obtain bid results or tabulations, please contact the City of Sherman Purchasing Office between the hours of 8 a.m. and 5 p.m. at (903) 892-7215.

- 4.) Indemnification from the City of Sherman
- 5.) Artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid)
- 6.) Artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event)

THE CITY OF SHERMAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOCUMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCTS/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS OF THE INVITATION FOR BID.

THE FOLLOWING INFORMATION MUST BE FILLED OUT IN ITS ENTIRETY FOR YOUR BID TO BE CONSIDERED:

Company Name: Planet Road

Address of Principal Place of Business: 20403 I45
Spring, TX 77388

Phone/Fax of Principle Place of Business: 979-567-6116
979-567-0853

Address/Phone/Fax Number of Majority Owner Principal Place of Business: Same

E-mail Address of Representative: aknapp@caldwellcountry.com

Authorized Representative: [Signature]
Signature
Alexis Knapp
Printed Name
1/23/08
Date

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____

CITY OF SHERMAN

SPECIFICATIONS FOR:

2009 FULL SIZE POLICE PACKAGE VEHICLE

GENERAL:

New current model. The omission of any standard feature description shall not relieve the bidder from the responsibility of furnishing a complete (bidder write in proposed model name) 2009 Ford Crown Vic Interceptor with all standard equipment of the manufacturer's latest improved model in current production.

Each manufacturer will have his own set of specifications. In view of this literature describing the (model name) Same bid, showing base equipment plus optional and additional items to be furnished, shall be provided the City with the bid and shall become part of the bid.

The City reserves the right to waive formalities and to reject any or all bids or to accept that bid deemed most advantageous for value received.

The City of Sherman is exempt from all Federal Excise Taxes, Federal Transportation Tax and State Sales Tax. Do not include such taxes in your quotation.

The vendor shall furnish a standard Manufacture's Service and Warranty Policy and shall pay any costs of inspection and adjustment that may be necessary in accordance with the warranty. Because the maintenance of this equipment, in good operational condition without protracted time out for repairs, is very important, it is essential that repair parts and service be adequate and readily available. It is assumed the bidder shall have available on his premise service facilities and repair parts available. If not, the bidder is to state below where a complete stock of repair parts and service facilities are located

U-Haul Ford / Sherman

The successful bidder shall furnish to the City of Sherman, all available parts, service and maintenance manuals for the equipment/vehicle supplied. CD Rom acceptable.

At the request of the Maintenance Superintendent, the vendor and/or factory shall provide for mechanic training for a training session of not less than (4) four hours duration, on-site at the City of Sherman, Equipment Service Center, 100 S Rusk, Sherman, Texas. Training shall orient city mechanical repair personnel as to correct repair, maintenance, servicing and preventive maintenance pertinent to the delivered equipment. This training shall be within (30) thirty working days of equipment delivery and on a date as required by the City's Maintenance Superintendent.

The Equipment at time of delivery and acceptance shall be equipped with current Texas vehicle inspection stickers, when required.

The following bid specifications are the minimum acceptable specifications, based on economy and usability.

Dealer identifications shall not be placed on the vehicle or equipment.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. D.1

*** OTHER BUSINESS**

Consider Request of the 2009 Earth Day Planning Committee to Temporarily Close Certain Streets, Suspend Parking Time Limits, and Use Certain City Facilities and Services for the 2009 Earth Day Festival on Saturday, April 18, 2009

Issue

The 2009 Earth Day Planning Committee proposes to hold the 2009 Earth Day Festival on Saturday, April 18th, and requests barricades and street closures, and the use of City facilities and services

Background

Ms. Amy Hoffman-Shehan, representing the 2009 Earth Day Planning Committee, proposes to hold the 2009 Earth Day Festival in the Sherman Municipal Building Ballroom, at the Oliver Dewey Mayor Gazebo, and on the Municipal grounds from 8:00 a.m. to 5:00 p.m. on Saturday, April 18th. In order to accommodate the community-wide paper shredding event, vendors, participants, and the festival itself, the Committee requests the delivery and pick up of barricades and street closures around the Municipal Building. There will be a Lone Star Ambulance first aid station on site, so there is no need for the City's medical support. The event will require traffic support and the placement of a large number of recycle containers outdoors, to which the Committee will add compost containers for food waste. The City will retrieve the recycling containers; and the Committee will dispose of the compost containers. No objections or concerns have been expressed concerning the proposed event or its location.

Origination

Ms. Amy Hoffman-Shehan of the 2009 Earth Day Planning Committee

Financial Consideration

The Committee is covering the cost of City staffing for the Ballroom and grounds, as well as security through the Sherman Police Department. The City is waiving the facility rental fees for the Ballroom and Gazebo. Other costs include labor and equipment to assist with the control of traffic, barricade delivery and pick up, placement of recycling containers, trash pickup and sweeping the streets in the area.

Staff Recommendation

It is recommended that the City Council approve the request to hold this event in the Municipal Building Ballroom and on its grounds and that the staff be authorized to make the necessary expenditures and use necessary City resources to accommodate this event.

Alternatives

The Council could deny this request or suggest alternative arrangements.

Attachments

Ms. Hoffman's Request received February 18, 2009; Event Outline; Barricade/Location Map

Prepared by:
Jeff Miller, Public Works Director

Approved by:
George Olson, City Manager

Amy Hoffman-Shehan
2009 Earth Day Planning Committee
1503 S Travis St
Sherman TX 75090
903-821-8198

George Olson
City Manager City of Sherman
P.O. Box 1106
220 W Mulberry
Sherman TX 75090
February 18, 2009

Dear Mr. Olson:

Please place the following street and parking lot closure request for April 18, 2009, on the agenda of the March 2, 2009 City Council Agenda. The request is on behalf of the 2009 Earth Day Festival April 18, to be held at the Sherman Municipal Ballroom and Grounds.

Please close Rusk Street between Mulberry and Pecan Streets and Pecan Street between Rusk and Elm Streets from 8:00 a.m. until 5:00 p.m. In addition, we request the use of the Sherman City Hall parking lot for a community wide paper shredding event from 10:00 a.m. until 2:00 p.m. The parking lot will need to be barricaded by 8:00 a.m. to prevent vendors and attendees from parking in the lot. Attached is a map to diagram the closure request.

Please contact me for information. Representatives of the 2009 Earth Day Festival will attend the March 2 City Council Meeting to speak about the event and answer any questions the Council may have.

Thank You,



Amy Hoffman-Shehan

Earth Day Festival for April 18, 2009

The 2009 Earth Day Festival will be a community-wide, fun family event where Texoma area residents will learn practical things to reduce our impact on the earth and save money at the same time. In fact the theme is "Save Money, Save the Planet." The event will be held at the Sherman Municipal Ballroom and Grounds on April 18 from 9:00 a.m. until 5:00 p.m.

The 2009 Earth Day Festival is sponsored by:

City of Sherman
Texoma Landscapes and Garden Center
All Saints Camp
Austin College Center for Environmental Studies
North Texas Illegal Dumping Resource Center
Red River Unitarian Universalist (RRUU) Green Team
Wachovia Securities
Jeannine Hatt, MD and Chuck Phelps, MD
Art From the Heart
Covenant Presbyterian Church
Interfaith Environmental Alliance
Grayson County Master Gardeners
Red River Rose Society
Atmos Energy

Keynote Speaker:

George Diggs, Austin College Professor of Biology

Workshops:

Yard Waste Composting
Square Foot Gardening
Solar Energy and Wind Energy
How to Build Ultra Energy Efficient Healthy Homes
Reducing Your Carbon Footprint
Energy Efficiency in Older Homes
Rose Propagation and EarthKind Roses
Rain Water Harvesting
Electric Autos and Lawn Equipment
Healthy Cooking & Shopping
Greening Your Business
Yard Wise Practices

Children's activities:

Food Waste Awareness
Worm Composting
Trash Audit
Crafts from recycled materials

Additional Events in Coordination with the festival:

Community Wide Paper Shredding (10:00 a.m. to 2:00 p.m.) sponsored by Wachovia Securities
Children's Art Show sponsored by Art from the Heart
Tours of Sneed Prairie Restoration, including TAPS buses to the prairie

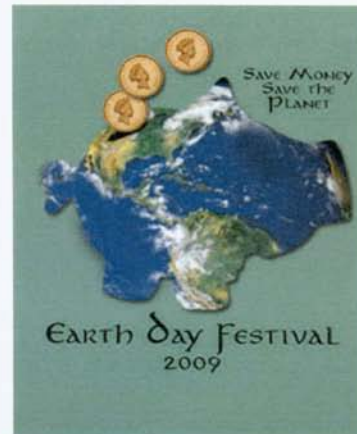
What to Bring

Bring your own reusable water bottle or plan to purchase one of our promotional bottles.

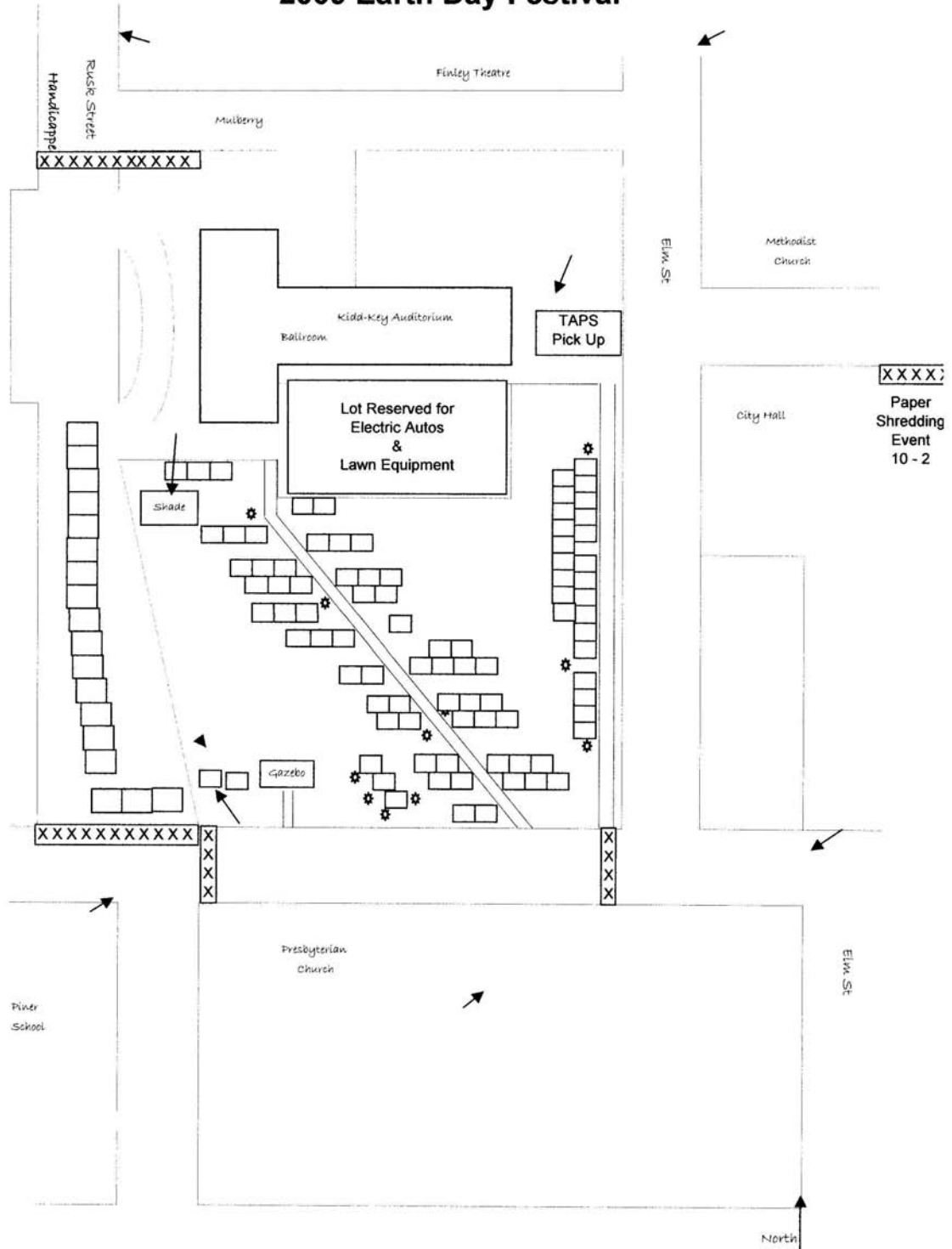
Funding

Our approach to this event reflects the current economy and the philosophy of the event. We began by identifying potential community partners to help coordinate and underwrite key components of the event. We are proud to state that nearly 70% of the \$25,000 event budget is underwritten by in-kind donations. The balance will be raised through grants, sponsorships, and vendor fees. We are utilizing regional community calendars, travel websites, membership lists, email newsletters, church bulletins, and other creative marketing methods to reduce the promotional expenses and reach our target audience.

Festival Website: <http://www.ruuu.org/earthDay/EarthDay2009.html>



2009 Earth Day Festival





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. D.2

OTHER BUSINESS

Receive Public Works Director Jeff Miller's Presentation on Street Services Issues

Issue

The presentation of information on recent street related activities and projects

Background

Public Works Director Jeff Miller will give an update on several new and existing Street Services projects and upcoming 2009 activities. A status report will be given on the implementation of the city-wide Thoroughfare Enhancement Program, the 2009 Street Mill and Overlay Program, and street related Capital Improvement Program projects.

Origination

Department of Public Works

Financial Consideration

None

Council Action Requested

This presentation is for information only – the Council need take no action on this agenda item.

Alternatives

None

Attachments

None

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. D.3

OTHER BUSINESS

Accept Annual Audit Report for Year Ended September 30, 2008 from Pattillo, Brown & Hill, L.L.P.

Issue

To receive a presentation from Pattillo, Brown & Hill, L.L.P. of Waco, Texas, and accept the audit report for the year ended September 30, 2008

Background

On February 24th, the Audit Committee, City Manager, 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, 2008. This year's audit went much more smoothly than did the prior year audit, since this was the auditor's second year on the job, and since this year there was no software conversion, as there was in the prior year. There were no material findings arising out of the audit.

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 healthy operating results for the year ended September 30, 2008 and the City continues to maintain solid fund balances. The Audit Committee had various questions regarding the draft audit report and, after discussion, recommended the report be presented to the Council at the March 2, 2009 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

Attachments

Audit Report (distributed separately)

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. D.4

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. D.5

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. D.6

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

Section 551.074

Personnel Matters:

- (a) Deliberating the Appointment, Employment,
Evaluation, Reassignment, Duties, Discipline or
Dismissal of a Public Officer or Employee:**
 - (i) City Attorney**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. F.1

OPEN MEETING

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

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-2-2009

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2009 CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

01/19/09 - M.L.K., Jr. Birthday / Regular Council Meeting
01/26/09 - 12 Noon Joint Meeting w/P&Z Commission re: Comprehensive Plan
02/11/09 - 12 Noon Called Meeting to Interview City Attorney Candidates
02/16/09 - Washington's Birthday / Regular Council Meeting
02/18/09 - IPM Called Meeting to Interview City Attorney Candidates
02/25/09 - 12 Noon Joint Meeting w/P&Z Commission re: Comprehensive Plan
03/06/09 - Proposed 12 Noon Called Meeting with Chamber Board
05/09/09 - City Council Election
05/12/09 - 12 Noon Called Meeting to Canvass Election Results

09/07/09 - Labor Day / Called Council Meeting on 09/08/09