

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 16, 2015
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER TOM WATT**
- A. 3. INVOCATION BY COUNCIL MEMBER TOM WATT**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 2, 2015**

Public Hearing

- B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5868**
Providing for a Permanent "Stop" Sign on Remuda Trail at Lamberth Road within the City Limits of the City of Sherman
- B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5869**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Tire Sales, Service, Installation and Repair in a C-2 (General Commercial) District at 3924 Texoma Parkway, being 0.71 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 and the H. Jennings Survey, Abstract No. 639 (John & Susie Chung, Owners; and Juan & Brenda Fraga, Applicants); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Close Public Hearing and Consider Adoption of Ordinances

- B. 3. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 5868 and 5869
- B. 4. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

C. 1. RESOLUTION NO. 5938

Authorizing Execution of an Agreement with Sean Vanderveer under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 113 North Travis Street

C. 2. RESOLUTION NO. 5939

Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015A (City of Sherman Project), Approving the Issuance Thereof and the Facilities to be Constructed or Acquired by such Authority for the Benefit of the City

C. 3. * RESOLUTION NO. 5940

Authorizing Submission of an Application for a Grant Awarded under the Office of the Governor - Criminal Justice Division to Fund the Purchase of Two Automated License Plate Readers (ALPR) meeting Current Standards for Law Enforcement Use within the Sherman Police Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

C. 4. * RESOLUTION NO. 5941

Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for an Annual Supply of Chemicals for the Sherman Water Treatment Plant

C. 5. RESOLUTION NO. 5942

Awarding a Bid to and Authorizing Execution of a Contract with SF Landscaping for the 2015 Public Works Mowing Program

Requests to Advertise

D. 1. * REQUEST TO ADVERTISE

Concession Stand(s) for the City of Sherman's Park System

Other Business

E. 1. OTHER BUSINESS

Consider Rejection of Bids for the Annual City Parks and Grounds Finish Mowing Contract

E. 2. OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of 7.32 Acres of Land on West Lamberth Road, Adjoining the Old County Farm on the South Side, and Adjacent to the Sherman City Limits; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

E. 3. * OTHER BUSINESS

Replat Approval of Varsovia First Addition, a Replat of Part of Lot 4, Block 1, Carraway's Subdivision; being 2.016 acres in the J.B. McAnair Survey, Abstract No. 763 and Part of Lot 4, Block 1 of Dr. J.H. Carraway's Subdivision; AmeriState Bank, Owners; David Baca Studio, Architect; Varsovia Group, LLC, Developer; and Helvey & Associates Surveying, Inc., Surveyor (700 Block of East Lamberth Road and 2500 Block of Masters Street)

F. CITIZEN REQUESTS

G. MEDIA QUESTIONS

H. COUNCIL COMMENTS

Executive Session

I. 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) Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee

J. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on February 12, 2015 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 12th day of February, 2015
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

Carolyn S. Wacker

Deputy Mayor

David Plyler

Council Members

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

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

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Tom Watt, Council – District #3

David Plyler, Council – District #4



City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 02/16/2015

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 2, 2015

Attachments

February 2, 2015

STATE OF TEXAS §
 February 2, 2015
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on February 2, 2015.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of January 19, 2015. Council Member Watt moved to approve the Minutes as presented; Second by Council Member Sofey. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Wacker introduced Ordinance 5867 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A REVISED OFFICIAL ZONING MAP; PROVIDING FOR A REPEALER.

ORD 5867
ZONING MAP

Scott Shadden, Director of Development Services, said periodically throughout the year the City Council approves zone changes and the adoption of an official ordinance allows the changes to be added to the zoning map.

No citizens appeared before the City Council to discuss Ordinance 5867.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5867

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A REVISED OFFICIAL ZONING MAP; PROVIDING FOR A REPEALER.

ORD 5867
ZONING MAP

Council Member Sofey asked if there were any major changes. Mr. Shadden said all changes have already been submitted to the City Council.

ACTION TAKEN.

Motion by Council Member Sofey to approve Ordinance No. 5867, as presented. Second by Council Member

COUNCIL MINUTES – FEBRUARY 2, 2015

Johnson.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5936 – AUTHORIZING THE AMENDMENT OF RESOLUTION HEADINGS AND MEETING MINUTES TO CORRECT TYPOGRAPHICAL ERRORS IN THE NUMBERING OF RESOLUTIONS PASSED AT THE JANUARY 19, 2015 REGULAR CITY COUNCIL MEETING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE AMENDMENT OF RESOLUTION HEADINGS AND MEETING MINUTES TO CORRECT TYPOGRAPHICAL ERRORS IN THE NUMBERING OF RESOLUTIONS PASSED AT THE JANUARY 19, 2015 REGULAR CITY COUNCIL MEETING.

CONSENT AGENDA.

RES 5936
CORRECT NUMBERING
OF JAN. 19, 2015
RESOLUTIONS

REQUEST TO ADVERTISE

SEAL COAT STONE AND EMULSIFIED ASPHALT OIL

Clay Barnett, Director of Public Works and Engineering, said the request to advertise is the beginning of the process to obtain the materials necessary for the annual street maintenance project.

REQ TO ADVERTISE
SEAL COAT STONE
& EMULSIFIED
ASPHALT OIL

A little over a year ago, the staff reviewed the chip seal program to determine if it was still the most cost effective way to maintain the City streets. After much research, they determined that the answer was yes, however there might be some opportunities to improve on the process.

Several test sections were tried on East Street using different materials and different amounts of oil per linear foot. It was determined that the City can get a better product with a longer life span if they use more oil and granite stone instead of limestone. Granite is harder and less likely to be crushed.

Mayor Wacker verified that the new specifications were now being used for the request to advertise. Mr. Barnett said in the past a 3/8" limestone with a 27 shot rate was used. The new specifications call for a 1/2" granite with a 40 shot rate. This will reduce the amount of streets that can be seal coated, however hopefully the lower price for oil will continue. The City should end up with a much higher quality product.

Deputy Mayor Plyler asked if the granite would be less likely to create dust. Mr. Barnett said there should be a lot less dust than with the limestone.

COUNCIL MINUTES – FEBRUARY 2, 2015

ACTION TAKEN.

Motion by Council Member Davis to approve the request to advertise for seal coat stone and emulsified asphalt oil, as presented. Second by Council Member Johnson.

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

VOTING NAY: None.

MOTION CARRIED.

HOT MIX ASPHALT (HMA)

The City Council approved the request to advertise for bids for hot mix asphalt for the annual street maintenance work to patch and repair City streets.

CONSENT AGENDA.

HOT MIX ASPHALT

REPAIR OF THE LAKE TEXOMA CITY OF SHERMAN PUMP NO. 2

The City Council approved the request to advertise for the repair of the Lake Texoma City of Sherman Pump No. 2.

One of three Sherman pumps at the Lake Texoma Pump Station is in need of repair. Two pumps are required to meet City of Sherman and Panda Power Company requirements. With the third pump out of service, the City has no reserve pumping capacity.

CONSENT AGENDA.

LAKE TEXOMA
SHERMAN PUMP #2
REPAIR

OTHER BUSINESS

APPROVE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED DECEMBER 31, 2014

The City Council approved the Quarterly Investment Report for the quarter ended December 31, 2014.

As of December 31, 2014, the portfolio was in compliance with applicable State laws and the Investment Policy. The Operating Investment Portfolio had a book value of about \$17.0 million, an increase of about \$0.2 million from the prior quarter of \$16.8 million, due to the purchase of a State of Texas political subdivision obligation during the period.

The underlying investments were adequately diversified among five different types of securities. This portfolio is appropriately liquid, and its weighted-average maturity was about 419 days, up from 415 days last period. The portfolio yield of 0.503% for the quarter is higher than the benchmark yield of 0.25%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

CONSENT AGENDA.

QUARTERLY
INVESTMENT REPORT

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

CHRIS KYLE DAY

Council Member Watt said Governor Greg Abbott declared today “Chris Kyle Day” in Texas. He felt it was a well-earned designation for an American hero.

CHRIS KYLE DAY

CHRIS KYLE DAY

Council Member Sofey also recognized “Chris Kyle Day” in Texas.

CHRIS KYLE DAY

CHAMBER OF COMMERCE LUNCHEON

Council Member Davis attended the recent Chamber of Commerce luncheon saying it was a good lunch and a good program. He said there was a lot of energy and optimism among the business owners and employees.

CHAMBER OF
COMMERCE
LUNCHEON

ANNOUNCEMENTS

Mayor Wacker announced the following:

ANNOUNCEMENTS

- The Red River Mardi Gras & Jazz Festival will be held February 6 through 8, 2015. Events include a Golden Age of Jazz Grande Ball in the Municipal Ballroom, a Kids’ Day Making History in the Municipal Building, the Festival in Downtown Sherman, and a Dixieland Jazz Brunch at Fulbelli’s.
- The Texoma Regional Blood Center will hold a Blood Drive in front of the Municipal Building on February 5, 2015, from 9:00 a.m. until 6:00 p.m. Identification is required to donate.

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

EXECUTIVE SESSION

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:10 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:38 p.m. and reconvened in Open Meeting.

OPEN MEETING

OPEN MEETING

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

**RESOLUTION NO. 5937 – AUTHORIZING THE EXECUTION
OF AN EMPLOYMENT AGREEMENT WITH THE CITY
MANAGER**

**RES 5937
AGREEMENT WITH
CITY MANAGER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN
EMPLOYMENT AGREEMENT WITH THE CITY MANAGER.**

Mayor Wacker announced that Robby Hefton, Deputy City Manager, will be the next City Manager, succeeding George Olson.

She said Mr. Olson's work has been extraordinary the last few years and as Deputy City Manager, Mr. Hefton has been his "right-hand" person. After Mr. Olson announced his retirement, it was obvious to the Council whom the best person was to succeed him.

She was sure that Mr. Hefton will continue to build on that solid foundation and will bring his own strengths to the position. Mayor Wacker said Mr. Olson's last day is March 31, 2015 and she felt the transition would be very smooth. Mr. Hefton will become City Manager on April 1, 2015.

ACTION TAKEN.

Motion by Council Member Watt to approve Resolution No. 5937, as presented. Second by Council Member Johnson.

VOTING AYE: Wacker, Davis, Johnson, Plyler, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:40 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 02/16/2015

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

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5868

Providing for a Permanent "Stop" Sign on Remuda Trail at Lamberth Road within the City Limits of the City of Sherman

Issue:

To consider introducing, seeking public input on, and adopting an ordinance providing for a permanent "Stop" sign on Remuda Trail at Lamberth Road, stopping southbound traffic on Remuda Trail

Background:

The Engineering Department reviewed the intersection based on the criteria set forth in the Texas Manual on Uniform Traffic Control Devices and determined that a stop sign is required at this location.

Origination:

Developer for O'Hanlon Ranch, Phase 4

Financial Consideration:

The City's cost for installing the sign is approximately \$150.00 for time and materials (to be reimbursed by the Developer).

Staff Recommendation:

It is recommended that the City Council adopt the proposed ordinance.

Alternatives:

As directed by the Council

Attachments

Ordinance No. 5868

Location Map

ORDINANCE NO. 5868

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT “STOP” SIGN ON REMUDA TRAIL AT LAMBERTH ROAD WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, a permanent “Stop” sign shall be in place at the following location within the corporate limits of the City of Sherman, Texas:

At the intersection of Remuda Trail and Lamberth Road, stopping southbound traffic on Remuda Trail.

SECTION 2. That the City Engineer is directed to designate this action by the appropriate marking and sign.

SECTION 3. That, from and after the erection of the stop sign herein authorized, it shall be unlawful for the driver of any vehicle approaching such stop sign to fail to bring such vehicle to a complete stop at a clearly-marked stop line; but, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. Violators of this ordinance shall be subject to fine as provided in Section 1-6 of the Code of Ordinances of the City of Sherman, Texas, codified.

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

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

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

INTRODUCED on this the _____ day of _____, 2015.

ADOPTED on this the _____ day of _____, 2015.

EFFECTIVE DATE on this the _____ day of _____, 2015.

CITY OF SHERMAN, TEXAS

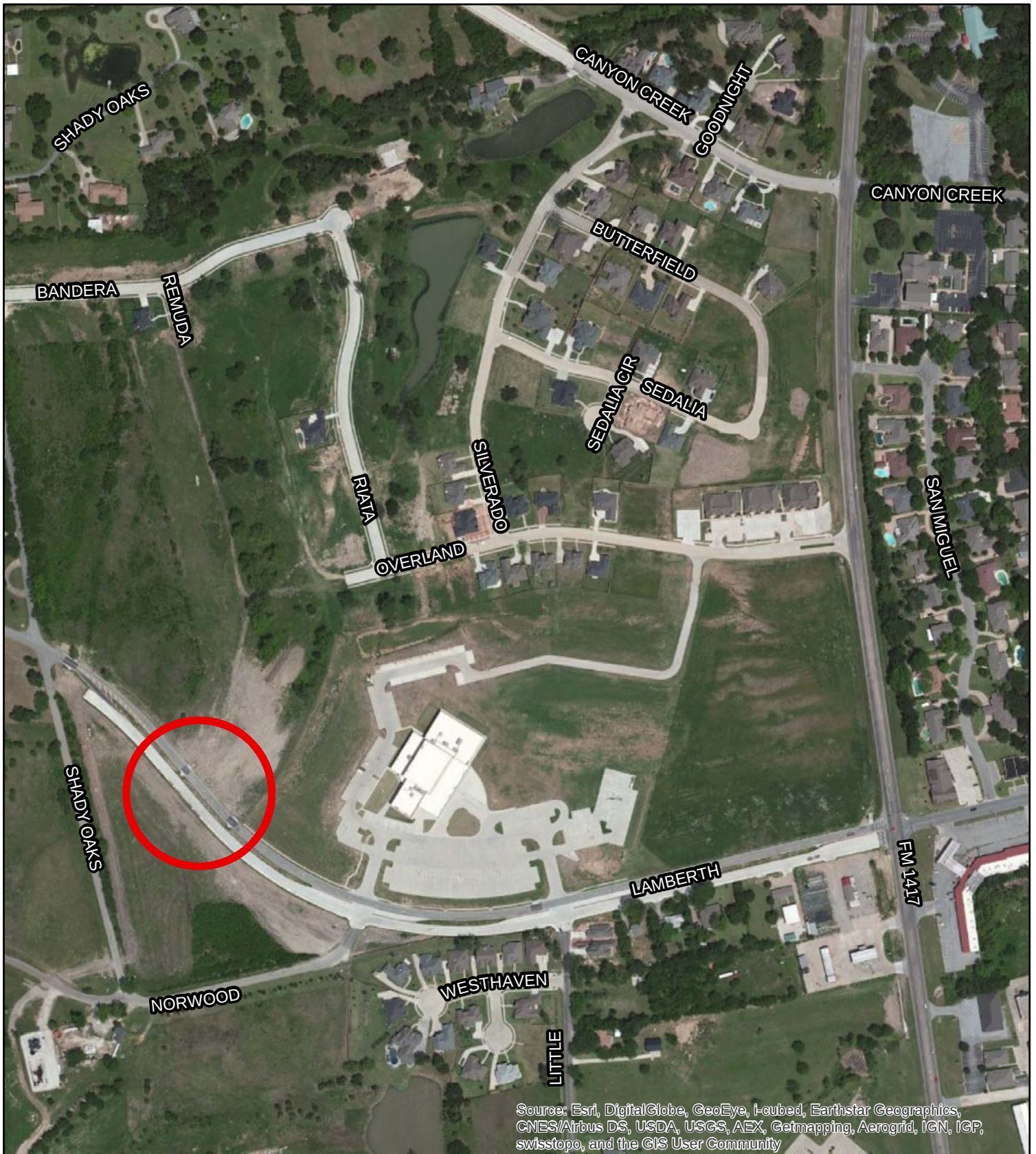
BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 02/16/2015

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5869

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Tire Sales, Service, Installation and Repair in a C-2 (General Commercial) District at 3924 Texoma Parkway, being 0.71 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 and the H. Jennings Survey, Abstract No. 639 (John & Susie Chung, Owners; and Juan & Brenda Fraga, Applicants); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of John and Susie Chung (Owners) and Juan and Brenda Fraga (Applicants) concerning the property located at 3924 Texoma Parkway, being 0.71 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 and the H. Jennings Survey, Abstract No. 639, to allow tire sales, service, installation and repair in a C-2 (General Commercial) District

Background:

The property is located at 3924 Texoma Parkway between Gallagher and Frisco Road. The property has been approved for the following Specific Use Permits:

- To allow automobile sales - 2000
- To allow an automotive repair garage - 2006
- To allow truck and automotive repair and sales - 2011

The applicants would like to open a tire sales, service, installation and repair business at this location.

Origination:

John and Susie Chung (Owners)

Juan and Brenda Fraga (Applicants)

Financial Consideration:

None

Staff Recommendation:

At the January 20, 2015 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5869

Location Map

Zoning Map

Zoning Photo

Survey

Site Plan

Elevations

P&Z Communication

Staff Review Letter

Letter from Lloyd Miller Daniel Gordon

ORDINANCE NO. 5869

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TIRE SALES, SERVICE, INSTALLATION AND REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 3924 TEXOMA PARKWAY, BEING .071 ACRES IN THE SAMUEL M. MCGLOTHLIN SURVEY, ABSTRACT NO. 811 AND THE H. JENNINGS SURVEY, ABSTRACT NO. 639 (JOHN & SUSIE CHUNG, OWNERS; AND JUAN & BRENDA FRAGA, APPLICANTS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the passage of this ordinance, John & Susie Chung (Owners) and Juan & Brenda Fraga (Applicants) are granted a Specific Use Permit to allow tire sales, service, installation and repair in a C-2 (General Commercial) District at 3924 Texoma Parkway, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING 0.71 acres, more or less, out of the S.M. McGlothlin Survey, Abstract No. 811 and the H. Jennings Survey, Abstract No. 639, Grayson County, Texas, more particularly described by metes and bounds as follows, to-wit:

SITUATED in the County of Grayson, State of Texas, being part of the S.M. McGlothlin Survey, Abstract No. 811, and the H. Jennings Survey, Abstract No. 639, and being a part of the tract of land conveyed by Sherman Post No. 2722, Veterans of Foreign Wars, to Frank Westbrook et al, by deed recorded in Volume 754, Page 355 of the Deed of Records, Grayson County, Texas, and being described by metes and bounds as follows:

BEGINNING at a inch steel rod in the West right-of-way line of Highway 75 (now Texoma Parkway) and the Northeast corner of a 1.42 acre tract of land conveyed to Harry Carter by Sherman Industrial Properties, Inc., by deed recorded in Volume 911, Page 294 of said Deed Records;

THENCE North 87 deg. 37 min. West a distance of 280.0 feet to a 3/4 inch pipe in the East right of way line of the MK&T Railroad;

THENCE along the said East right of way line of said MK&T Railroad, with a curve to the left, as distance of 105.20 feet to a 3/4 inch iron pipe;

THENCE South 87 deg. 37 min. East a distance of 298.15 feet to a inch steel rod in the West right of way line of Highway 75 (now Texoma Parkway);

THENCE South 28 deg. 38 min. West along the West right of way of Highway 75 (now Texoma Parkway), a distance of 111.33 feet to the **PLACE OF BEGINNING and containing 0.71 acres of land, more or less.....**

BEING the same property described in a Warranty Deed dated October 15, 1987, from 75 Corporation, a Texas Corporation, to Billy D. Merritt, Sam F. Word, Jr., and Michael D. Gilmer, recorded in Volume 1944, Page 378, Real Property Records of Grayson County, Texas.

ALSO BEING the same property described in a Warranty Deed dated October 16, 1998, from Road Runner Tires, Inc. to Michael D. Gilmer, recorded in Volume 2711, Page 488.

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted.
3. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. Parking is permitted on paved surfaces only; concrete or asphalt.
5. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
6. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
7. Review the zoning and development ordinance for additional requirements.
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

9. Any modifications to existing drive approaches will require TxDOT approval.
10. No permanent structures shall be placed within the utility easement without an encroachment easement approved by City Council.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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

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

INTRODUCED on this the _____ day of _____, 2015.

ADOPTED on this the _____ day of _____, 2015.

EFFECTIVE DATE on this the _____ day of _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____

CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Sherman
CLASSIC TOWN. BROAD HORIZON.

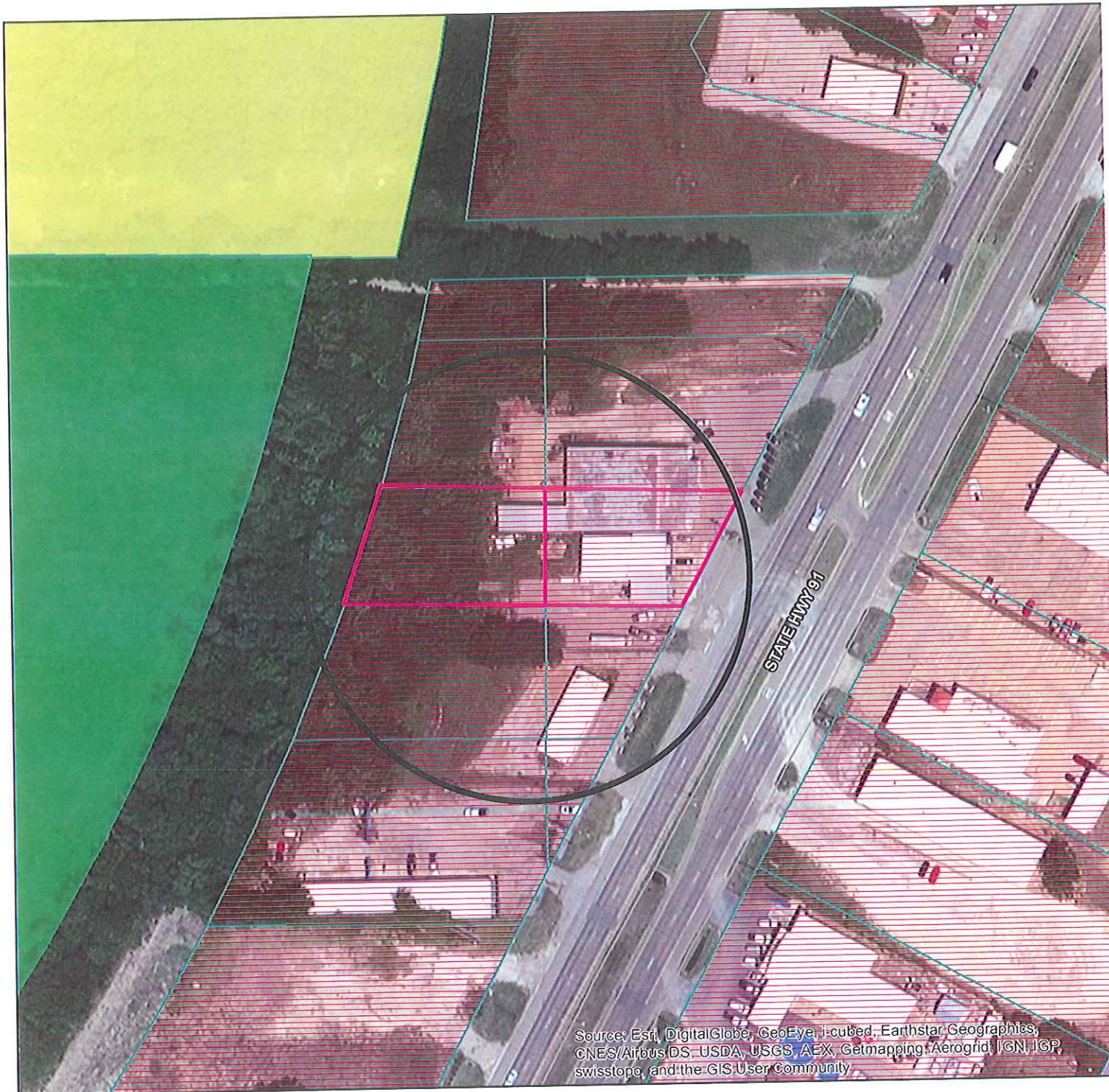
City of Sherman, Texas
Developmental Services Department

3924 Texoma Parkway



NOT TO SCALE

1 inch = 97 feet



Zoning - 3924 Texoma Parkway

Legend

ZONING PARCELS

Transportation Corridors Overlay

HWY_NAME

FM 1417

Sam Rayburn Freeway

US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

Arts and Cultural District

Blalock Commercial Overlay District

Central Business District

College Park District

Downtown Overlay District

Historic Preservation District

ZONING PARCELS

Zoning Classification

Unknown

BIP Blalock Industrial Park

C-1 Retail Business District

C-2 General Commercial District

CO Office District

Lakes

M-1 Light Manufacturing District

M-1.5 Medium Manufacturing District

M-2 Heavy Manufacturing District

MH Manufacturing Housing District

R-1 One Family Residential District

R-2 Multi-Family Residential District

R-A Single Family Agricultural District

SF-1 Single Family Residential District

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 inch = 117 feet

3924 Texoma Pkwy

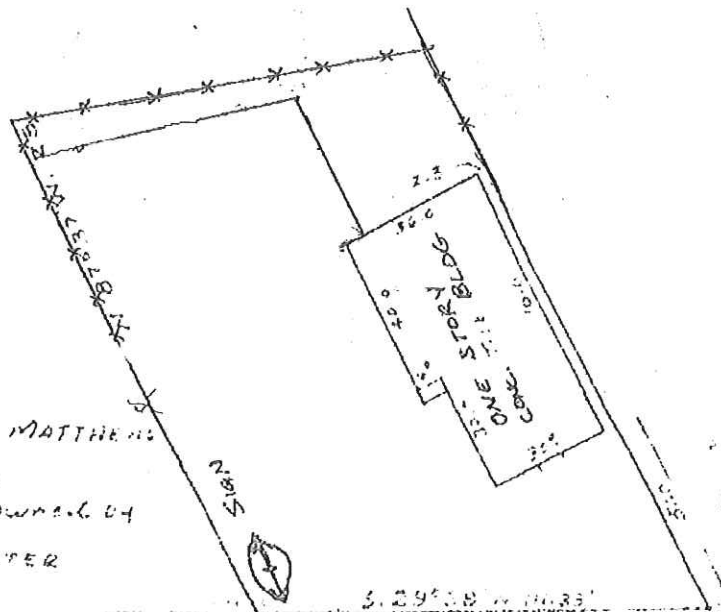


DR. DAVID R. MATTHEWS

0.76 AC.

formerly owned by

HARRY CARTER



Hwy 75 (Texas Pkwy)

OWNERS: 75 CORPORATION

I, James S. Hart, Registered Public Surveyor, hereby certify that this plat was prepared from a survey made on the ground May 19, 1965 of all that certain tract or parcel of land situated in the County of Grayson, State of Texas, being a part of the S. M. McGlothlin Survey, Abstract No. 811, and also being a part of the H. Jennings Survey, Abstract No. 639, and also being a part of a tract of land conveyed by Sherman Post No. 2722, Veterans of Foreign Wars, to Frank Westbrook et al as recorded in Vol. 754, Page 355, Deed Records, Grayson County, Texas, and described by notes and bounds as follows, to-wit:

BEGINNING at a 3/4 inch iron pipe in the West right-of-way of Hwy. 75 and the Northeast corner of a 1.42 acre tract of land conveyed to Harry Carter by Sherman Industrial Properties, Inc. as recorded in Vol. 911, Page 294, Deed Records, Grayson County, Texas;

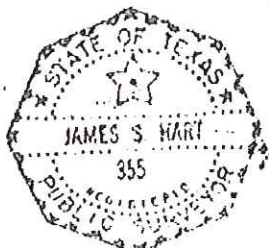
THENCE North 87 deg., 37 min. West a distance of 280.0 ft. to a 3/4 inch iron pipe in the East right-of-way of M K & T RR;

THENCE along the East right-of-way of said M K & T RR, with a curve to the left, a distance of 105.20 ft. to a 3/4 inch iron pipe;

THENCE South 87 deg., 37 min. East a distance of 298.15 ft. to a 1/2 inch steel rod in the West right-of-way of Hwy. 75;

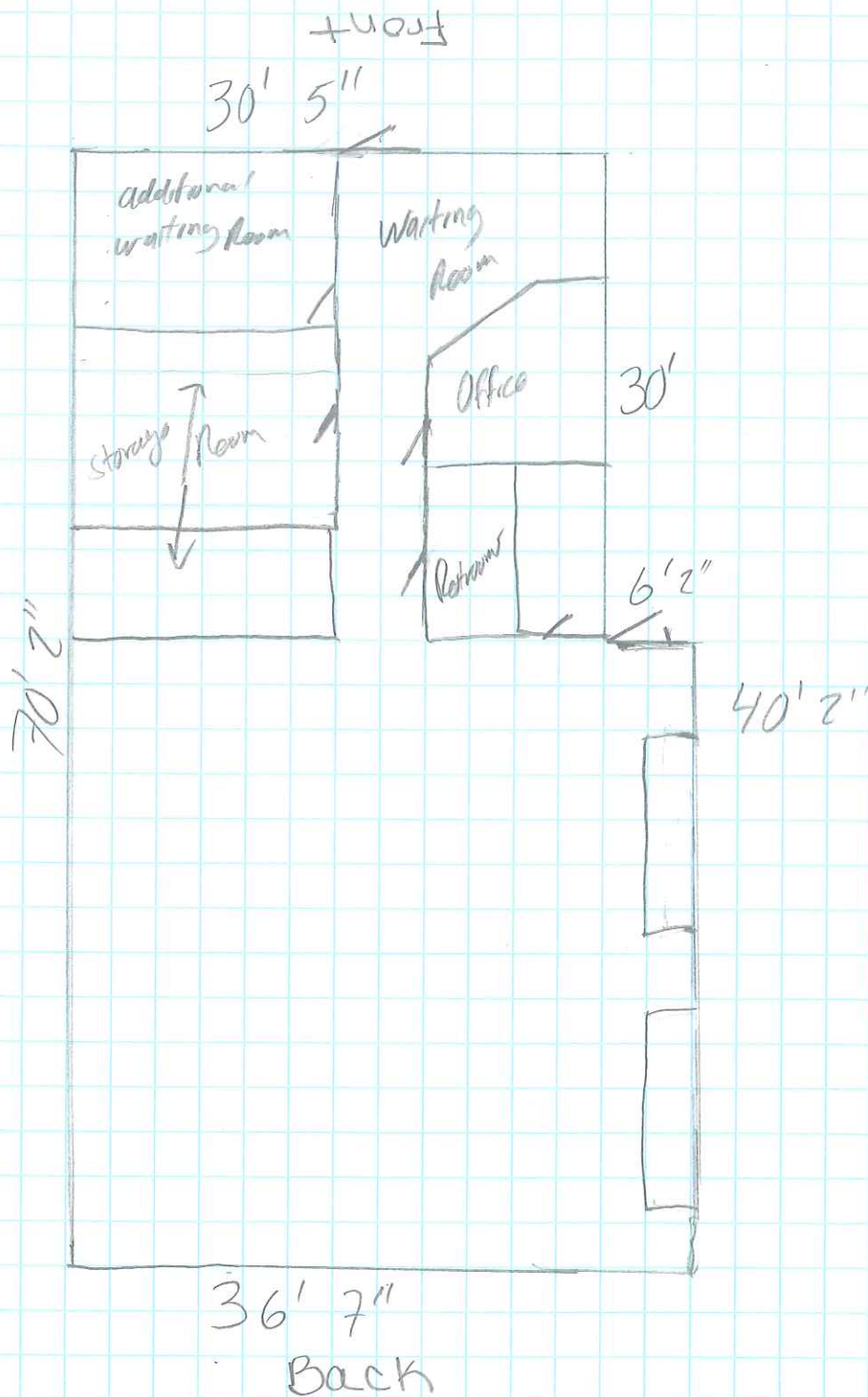
THENCE South 28 deg., 38 min. West along the West right-of-way of Hwy. 75 a distance of 111.33 ft. to the place of beginning and containing 0.71 acres of land, more or less. /

The building on the above described tract of land is wholly located on said tract and there are no encroachments or protrusions from buildings on adjoining tracts.



James S. Hart
James S. Hart
May 19, 1965

3924 TEXOMA PARKWAY









**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 6.

Meeting Date: 01/20/2015

Prepared by: Patsy Reeves, Developmental Services Admin Secretary

Approved by: Scott Shadden, Director of Development Services

Commissioners: Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Ron Barton, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Requested Action/Proposed Use:

3924 TEXOMA PARKWAY

The request of John & Susie Chung (Owners) and Juan & Brenda Fraga (Applicants) concerning the property located at 3924 Texoma Parkway, being 0.71 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 and the H. Jennings Survey, Abstract No. 639, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow tire sales, service, installation and repair in a C-2 (General Commercial) District.

Background:

The property is located at 3924 Texoma Parkway between Gallagher and Frisco Road. In the past, the property has been approved for the following Specific Use Permits:

- To allow automobile sales - 2000
- To allow an automotive repair garage - 2006
- To allow truck and automotive repair and sales - 2011.

The applicants would like to open a tire sales, service, installation and repair business at this location.

Adjacent Zoning:

C-2 (General Commercial) District

M-1 (Light Manufacturing) District

Origination:

John & Susie Chung (Owners)

Juan & Brenda Fraga (Applicants)

Master Plan Designation:

Auto Urban Commercial – Requires more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

7

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Photo

Survey

Elevations

Staff Review Letter

STAFF REVIEW LETTER

January 14, 2015

John & Susie Chung
867 FM 3133
Van Alstyne, TX 75495

Juan & Brenda Fraga
1003 S. Walnut St.
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow tire sales, service, installation and repair in a C-2 (General Commercial) District for the property located at 3924 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 20, 2015 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the C-2 (General Commercial) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted.
3. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. Parking is permitted on paved surfaces only; concrete or asphalt.
5. All parking shall be on private property and shall not encroach into Texoma Parkway right-of-way.
6. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
7. Review the zoning and development ordinance for additional requirements.
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

9. Any modifications to existing drive approaches will require TxDOT approval.
10. No permanent structures shall be placed within the utility easement without an encroachment easement approved by City Council.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,

A handwritten signature in black ink, appearing to read "Scott Shadden", with a long horizontal flourish extending to the right.

Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC: George Olson, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., City Engineer

Jamie Baggs, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator

PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT

Telephone: (903) 892-7229

FAX: (903) 892-7274

RECEIVED

JAN 13 2015

January 2, 2015 Lloyd B. Miller, Jr.
Daniel L. Gordon
3908 Texoma Parkway
Sherman, TX 75090

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, January 20, 2015 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

John & Susie Chung (Owners) and Juan & Brenda Fraga (Applicants) concerning the property located at 3924 Texoma Parkway, being 0.71 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 and the H. Jennings Survey, Abstract No. 639

The request is as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow tire sales, service, installation and repair in a C-2 (General Commercial) District.

As a property owner within two hundred feet (200') of this property, you are invited to attend. You are not required to be present, but all interested parties wishing to speak should appear at the time and place stated above. If you can not attend the public hearing, but wish to have your views presented to the Board, you may do so in the space provided below or by a separate letter and mailed to:

Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, Texas 75091-1106

Scott Shadden / PR
Secretary, Planning & Zoning Board

We have no problem with this

Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 3.

Meeting Date: 02/16/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5868 and 5869

List of Agenda Items:

- B.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5868**
Providing for a Permanent "Stop" Sign on Remuda Trail at Lamberth Road within the City Limits of the City of Sherman
- B.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5869**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Tire Sales, Service, Installation and Repair in a C-2 (General Commercial) District at 3924 Texoma Parkway, being 0.71 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 and the H. Jennings Survey, Abstract No. 639 (John & Susie Chung, Owners; and Juan & Brenda Fraga, Applicants); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 4.

Meeting Date: 02/16/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

CONSENT AGENDA

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

List of Agenda Items:

C.3. * RESOLUTION NO. 5940

Authorizing Submission of an Application for a Grant Awarded under the Office of the Governor - Criminal Justice Division to Fund the Purchase of Two Automated License Plate Readers (ALPR) meeting Current Standards for Law Enforcement Use within the Sherman Police Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

C.4. * RESOLUTION NO. 5941

Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for an Annual Supply of Chemicals for the Sherman Water Treatment Plant

D.1. * REQUEST TO ADVERTISE

Concession Stand(s) for the City of Sherman's Park System

E.3. * OTHER BUSINESS

Replat Approval of Varsovia First Addition, a Replat of Part of Lot 4, Block 1, Carraway's Subdivision; being 2.016 acres in the J.B. McAnair Survey, Abstract No. 763 and Part of Lot 4, Block 1 of Dr. J.H. Carraway's Subdivision; AmeriState Bank, Owners; David Baca Studio, Architect; Varsovia Group, LLC, Developer; and Helvey & Associates Surveying, Inc., Surveyor (700 Block of East Lamberth Road and 2500 Block of Masters Street)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 02/16/2015

Prepared By: Robby Hefton, Deputy City Manager

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5938

Authorizing Execution of an Agreement with Sean Vanderveer under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 113 North Travis Street

Issue:

An agreement with Sean Vanderveer for a Building Restoration and Improvement Grant for improvements to a historically significant, Central Business District property at 113 North Travis Street

Background:

The City Council has allocated \$40,000.00 of the Hotel-Motel Occupancy Tax revenues for the 2014-2015 fiscal year for a Building Restoration and Improvement Grant Program, designed to stimulate substantial, visible, and permanent improvements to historically significant commercial buildings and to spur interest in vacant and underutilized buildings of historical value, in the Central Business District. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of \$25,000.00 per project. In all cases, applicants are required to provide matching funds at a ratio of four to 1 (4:1). Each grant is packaged as a forgivable loan with a lien placed on the property. The lien is released at the end of five years provided that, for the duration, the business remains open, operative, and free of graffiti and blight; taxes are kept current, and the property remains in compliance with all Development Services Department and Fire Department work orders. Projects must begin within 90 days of permit approval and be completed within twelve months.

At the December 15th meeting, the City Council awarded the sixth application received under the program to Grayson Capital, LLC, which is restoring the historic structure at the intersection of North Travis Street and Houston Street. The grant was awarded at the maximum amount of \$25,000.00, leaving a maximum available grant amount of \$15,000.00 for any other projects for this fiscal year.

This application from Sean Vanderveer is the seventh received under the program. The project is to restore the historic structure established prior to 1920 and located on the east side of North Travis Street, adjacent to an undeveloped lot in Downtown Sherman. The project will make renovations to establish two retail spaces in the front portion of the structure. The expected costs for the proposed renovation work are over \$34,000.00; thus, at 25% reimbursement, the grant qualifies for an estimated reimbursement of \$8,500.00, leaving around \$6,500.00 remaining in the fund for another grant project. The applicant has provided proof of the property's historical significance.

Origination:

Sean Vanderveer, Grant Applicant

Financial Consideration:

The 2014-2015 Hotel-Motel Tax Fund contains an allocation of \$40,000.00 for this incentive program for the Central Business District. Grants are at the discretion of the City Council; and any amount up to \$25,000.00 may be awarded. Grant funds remain in the amount of \$15,000.00 for this fiscal year.

Staff Recommendation:

As the application meets the requirements of the program, it is recommended that the City Council consider an award to Sean Vanderveer.

Alternatives:

The City Council could deny this request.

Attachments

Resolution No. 5938

Grant Program Agreement

Grant Program Guidelines & Policies

Grant Application

Warrenty Deed

Current Photos

Historic Photos

Cost Estimates

Architectural Drawings

Aerial Map

RESOLUTION NO. 5938

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH SEAN VANDERVEER UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 113 NORTH 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 contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Sean Vanderveer, for improvements to 113 North Travis Street under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program, 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 _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT
HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM
AGREEMENT**

AGREEMENT

THIS AGREEMENT is made and entered into on this the _____ day of February, 2015, by and between the City of Sherman, a municipal corporation of the State of Texas, hereinafter referred to as "City", and Sean Vanderveer, hereinafter referred to as "Applicant(s)."

WITNESSETH THAT in consideration of the mutual promises and undertaking herein for the purpose of carrying out the restoration of a downtown property, thereby benefiting both the Applicants and the City;

THEREFORE, the Applicants and the City certify and agree to the terms and conditions as set forth below:

**I.
TERMS OF AGREEMENT**

1. **Ownership and Grant Program.** The Applicants represent and presented documentation that they are the owners of or tenants in good standing of a certain property located at 113 North Travis Street in the City of Sherman, Grayson County, Texas, hereinafter referred to as "Property," lying within an area where the City is conducting a Central Business District Historic Building Restoration and Improvement Grant Program as described in the Program's "Guidelines and Policies," a copy of which has been provided to the Applicants and is attached hereto as Exhibit "A" and made a part of this Agreement for all purposes, a copy of which has been provided to the Applicants.
2. **Property Description and Eligibility.** The Property is of commercial, retail, service, professional and/or office use, and Applicants' proposed improvements to the Property listed in the Central Business District Historic Building Restoration and Improvement Grant Program Application are eligible improvements as described in the Program's Guidelines and Policies. Applicants state that all of the information contained in the application is truthful and discloses sufficient information so as not to be misleading. The submitted application is attached hereto as Exhibit "B" and incorporated into this Agreement for all purposes.
3. **Compliance with Codes.** All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.

4. **City Approval for Work.** Only the work that is agreed to by the City and the Applicants, which will be outlined in a formal written notice to proceed to be provided to the Applicants by the City upon Application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. Any work that is begun by the Applicants prior to receiving a written notice to proceed from the City will not be eligible for reimbursement.
5. **Rebate/Reimbursement.** The City will rebate a portion of the cost of eligible building improvements as described in the Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following supporting documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.
6. **Lien.** Upon completion of the work, the City shall record a conditional lien on the property in the full amount of the City's monetary grant to Applicants and the Applicants consent to such lien. The lien shall remain in effect until the terms and conditions in Exhibit "A" have been fully complied with or the lien in favor of the City has been paid in full.
7. **Display of Sign.** After the work has been completed, Applicants shall display a sign or banner (provided by the City) indicating participation in the Central Business District Historic Building Restoration and Improvement Grant Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.
8. **City Access to Building.** Applicants agree to allow the City or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Central Business District Historic Building Restoration and Improvement Grant Program work.
9. **Work Payment and Personnel.** In accordance with the terms of this Agreement, the Applicants shall hire all personnel and pay for all labor, materials, tools, transportation, services, City licenses and permits necessary to perform or cause to have performed, and all work as specified in the Application. Applicants are aware of Labor Code Section 3700, which requires worker's compensation insurance or self insurance for employees.
10. **Time Period for Work.** Upon the signing of this Agreement, the Applicants shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit and be completed within twelve (12) months thereafter. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicants will be permitted.

11. **Notice and Compliance with Laws.** The Applicants shall give all notices required and comply with all applicable laws, ordinances and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.
12. **No City Liability.** Applicants understand and agree that the City and their officers, agents, and employees, shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements.
13. **Proper Use of Hotel/Motel Tax Revenues.** Applicants acknowledge that they are aware that the money being provided to them through this agreement comes from the City's Hotel/Motel Tax revenues; and Applicants further acknowledge and agree that they have independently determined that the project contemplated by this agreement and the submitted application complies with the State law regarding the use and application of such money, as set forth in the Texas Tax Code at Chapter 351, Section 351.101 and, in particular, that the project will enhance and promote tourism by attracting visitors from outside the City and the project will enhance the historical restoration, rehabilitation, or preservation of a historic structure. Applicants further acknowledge and agree that, if the project is determined at any time not to comply with Chapter 351 of the Texas Tax Code, any and all money acquired from the City by Applicants for this project shall be immediately and fully reimbursed to the City.

II. GENERAL TERMS

Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound 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 Agreement.

INDEMNIFICATION

Applicants shall indemnify, release, defend and hold City, their officers, employees and agents, harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicants, their employees and agents from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or willful misconduct of City, their officers, employees or agents.

Successors and Assigns

City and Applicants each bind themselves, their partners, successors, assigns, and legal representatives to the other parties hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

Severability and Conflict

Any provision or part of the Agreement 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 City and the Applicants, who agree that the Agreement 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.

Captions

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

Choice of Law: Venue

This Agreement, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This Agreement is wholly performable in Grayson County, Texas. Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

Binding Authority

By their signatures below, the individuals represent that they have reviewed this Agreement with their attorney and that the individuals have the express authority to enter into this Agreement.

Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of both the parties to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, City and the Applicants have signed this Agreement in duplicate. One counterpart each has been delivered to City and the Applicants. All portions of the Agreement have been signed or identified by City and the Applicants or on their behalf.

EXECUTED on this the _____ day of February, 2015.

CITY OF SHERMAN, TEXAS:

APPLICANT(S):

By: _____
George Olson, City Manager

By: _____
Sean Vanderveer
Address: 806 N. Woods Street
Sherman, Texas 75092
Phone: 903-815-5143

**APPROVED AS TO FORM
AND CONTENT:**

By: _____
Brandon S. Shelby,
City Attorney



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

GUIDELINES AND POLICIES

The Building Restoration and Improvement Grant Program is designed to stimulate improvements to existing historically significant buildings in the Central Business District of the City of Sherman, Texas, to promote tourism, to enhance the physical appearance and economic vitality of downtown Sherman, and to promote joint public/private investment to complement ongoing historical revitalization efforts.

Program Objectives and Available Assistance

- To make positive, high-impact visual improvements to historically significant commercial buildings by providing an overall enhanced image for downtown Sherman, thereby attracting visitors to shop, dine, and do business in the Central Business District
- To provide a maximum of \$25,000.00 per project as a matching monetary incentive, a grant packaged as a forgivable loan with a conditional lien placed on the subject property, to the owners of historically significant commercial properties in the Central Business District for high-quality improvements to their properties
- In all cases, the applicant must provide matching funds at a ratio of four to one (4:1); meaning that, for every \$4.00 the applicant invests in the renovation or improvement of the subject property, the City will reimburse \$1.00 of qualified expenditures, up to the maximum grant authorized by the City Council not to exceed \$25,000.00 per project

Eligibility Requirements

- Assistance under this program will be considered subject to the availability of funding.
- Historic buildings within the downtown improvement area (map attached) that are of a commercial, retail, service, or professional use are eligible to participate in the program.
- For mixed-use historic buildings, only the portion of the building that is commercial, retail, service, or professional is eligible.
- The building to be improved must have historical significance either from an architectural point of view or a historical use or event that would tend to attract tourists to the buildings location.

Minimum Guidelines

- Buildings improved with funds from this program must remain open, operative, and free of graffiti and blight for a period of five (5) years from the date of agreement and until the lien is released.
- Tax payments for the subject property shall be up-to-date at the time of application and kept current throughout the five-year grant period.

- Outstanding work orders for the City's Developmental Services Department and/or the City's Fire Department and requests to comply therewith must be addressed prior to grant approval. Any noncompliance or outstanding violations will disqualify the applicant.
- **Grants will be approved at the sole discretion of the City.**
- To be accepted into the program, projects must make a substantial visible improvement to the appearance of the building, at the discretion of City staff. Repainting a building its same colors is considered maintenance, not an improvement.
- Building improvements should maintain the character of the downtown area; and the design drawings must be approved by the City in order to access funding for improvement.
- Improvements to be undertaken shall conform to the City's Codes and any other policies and regulations applying to the subject property.
- **Retroactive applications will not be accepted.** Applicants must consult with City staff before work begins to define a project scope.
- Program funds shall be made available only to projects that enhance and are sensitive to the historical nature of the structure.
- For properties with multiple storefronts, it is recommended that the façade treatment provide a cohesive theme while also allowing for some distinctive design elements to the various businesses, such as signage, exposing transom windows, lighting, flower boxes, murals, etc., to provide better street visibility and promote economic development downtown.
- For corner buildings fronting more than one street, improvements must be made to each frontage if determined necessary by City staff.

Application Prioritization

Funding is limited, and project applications will be prioritized on a first-come, first-served basis.

Eligible Improvements

Eligible improvements must be permanent in nature as determined exclusively by the City of Sherman. All improvements must be consistent with the City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws. Eligible costs include the cost of materials, equipment, and contracted labor to complete eligible improvements, including, but not limited to, the following:

- New commercial or mixed-use construction
- Commercial code compliance renovations
- Permanent commercial interior remodeling improvements
- Permanent commercial site (exterior) improvements
- Compliance with Americans with Disabilities Act (ADA) for commercial properties
- Work necessary to bring the structure up to life-safety code standards
- Installation, repair, and replacement of exit (exterior) doors and hardware
- Repair, replacement, or addition of exterior shutters and awnings/canopies
- Repair, replacement or purchase of signs (when performed as part of an overall façade improvement)
- Repair and replacement or installation of interior and exterior stairs, porches, railings, and exit facilities
- Repair and rebuilding of interior and exterior walls, including cleaning, sealing, tuck pointing and painting

- Repair or replacement of frames, sills, glazing, replacement of glass and installation of new windows
- Installation of permanently affixed landscaping, such as stone or brick planters
- Installation, repair, or replacement of exterior lighting
- Mechanical, including rewiring, replumbing, insulation, mechanical systems/climate control

The City will prioritize projects. Consideration will be given to (1) threats to the survival of the structure, (2) importance of the structure to the overall goals of the program, (3) structural integrity and condition, and (4) cost effectiveness of the proposed work. In determining the grant amount, the City will also consider the time required to complete the project. Applicants are requested to limit their requests to projects that can be completed in a twelve (12) month period.

Ineligible Improvements

- No structural addition that would enlarge the residential (livable) space of the project is to be financed with these funds – nor an area not originally a livable space made livable.
- Residential structures
- Real estate or building purchases
- Furnishings and equipment purchases
- Working capital
- Inventory financing
- Title reports and legal fees
- Professional fees such as architects, engineers, and solicitors
- Labor provided by the Applicant or tenant of the building
- Extermination of insects, rodents, vermin and other pests
- Improvements that do not comply with City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws
- Expenses incurred prior to grant application approval. Improvements cannot be undertaken before grant application approval.

Property Lien

Once the work is completed, the City will record a conditional lien on the property to ensure that the property improved with funds from this program remains open, operative, and free of graffiti and blight for a period of five (5) years from the date of agreement. If the Applicant fails to maintain the funded improvements for the entire five-year period, the City will recover its costs through the lien. If the Applicant satisfactorily fulfills the program requirements, the lien will be released at the end of five (5) years from the date of agreement.

Application Process

Program Application and Agreement forms are available in the City Manager's Office in the Sherman City Hall, 220 West Mulberry Street, Sherman, Texas 75091-1106, telephone (903) 892-7201. The application process is as follows:

- After reviewing the program guidelines, the Applicant will meet with City staff to discuss the desired work to be undertaken. If the proposed work is within the program guidelines, as determined exclusively by City staff, a completed application is submitted to the City. Written bids, sketches, color samples, and material supplies should be included.
- The Applicant is responsible for submitting plans and specifications to the City and obtaining all required planning and building permits, and any other applicable approvals, with the assistance of City staff.
- The Sherman City Council will consider the recommendations made by the City staff and will make its decision in a public meeting. The Council's decision will be made by adopting a resolution, which will authorize the City Manager to enter into a grant agreement with the Applicant.
- With the Council's authorization, the City Manager will cause the necessary documents to be drawn up and will sign the grant agreement.
- Upon approval, the City will send a "Notice to Proceed" to the Applicant. The Applicant may proceed with the planned building improvements pursuant to the approved design and issued permits. All payments for the work should be made by the Applicant and supported by clearly defined invoices outlining eligible work. Work shall commence within ninety (90) days of the approval date of the building permits. Extensions may be granted solely at the discretion of City staff.
- City staff will monitor the ongoing progress during construction to ensure that the work is performed according to the approved application and plans. No changes to work shall be made without the written consent of both the Applicant and the City. Approved "Change in Work" forms will be attached to the original application, dated and signed by the City Manager.
- Deviations from approved plans and specifications may disqualify the Applicant from this grant program.
- Once the work is completed, the City will record a conditional lien, good for five (5) years, on the subject property to be released upon completion of the program requirements.
- Funds will be disbursed upon completion of the project. City staff will conduct a final inspection before the grant funds will be disbursed to the Applicant. A Certificate of Approval will be issued to the Applicant.
- Reimbursement claims for all eligible expenses must be submitted with the following supporting documents.
 - A completed Rebate Claim form supplied by the City of Sherman
 - Any applicable planning and building permits
 - Cancelled checks and paid invoices/receipts for eligible work

After final approval of the improvements, the rebate reimbursement will be processed. Allow thirty (30) days for receipt of the rebate check.

- After the work is completed, Applicant shall display a sign or banner (provided by the City) indicating participation in the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program. The sign or banner shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.

Loan Applications

The loan application requires:

- Information summarizing the project, including complete construction plans and specifications
- The project cost and the amount of other dollars being brought to the project
- Preliminary commitment of private funds
- Specific uses of all funds
- Current financial and/or profit and loss statements
- Amount of grant requested and proposed term being requested
- Current lien/title report on the subject property

All applications must be made on forms provided by the City of Sherman. For further information, please contact:

George Olson
City Manager
City of Sherman

Scott Shadden
Developmental Services Director
City of Sherman

Physical Address:
Sherman City Hall, City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090

or

Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

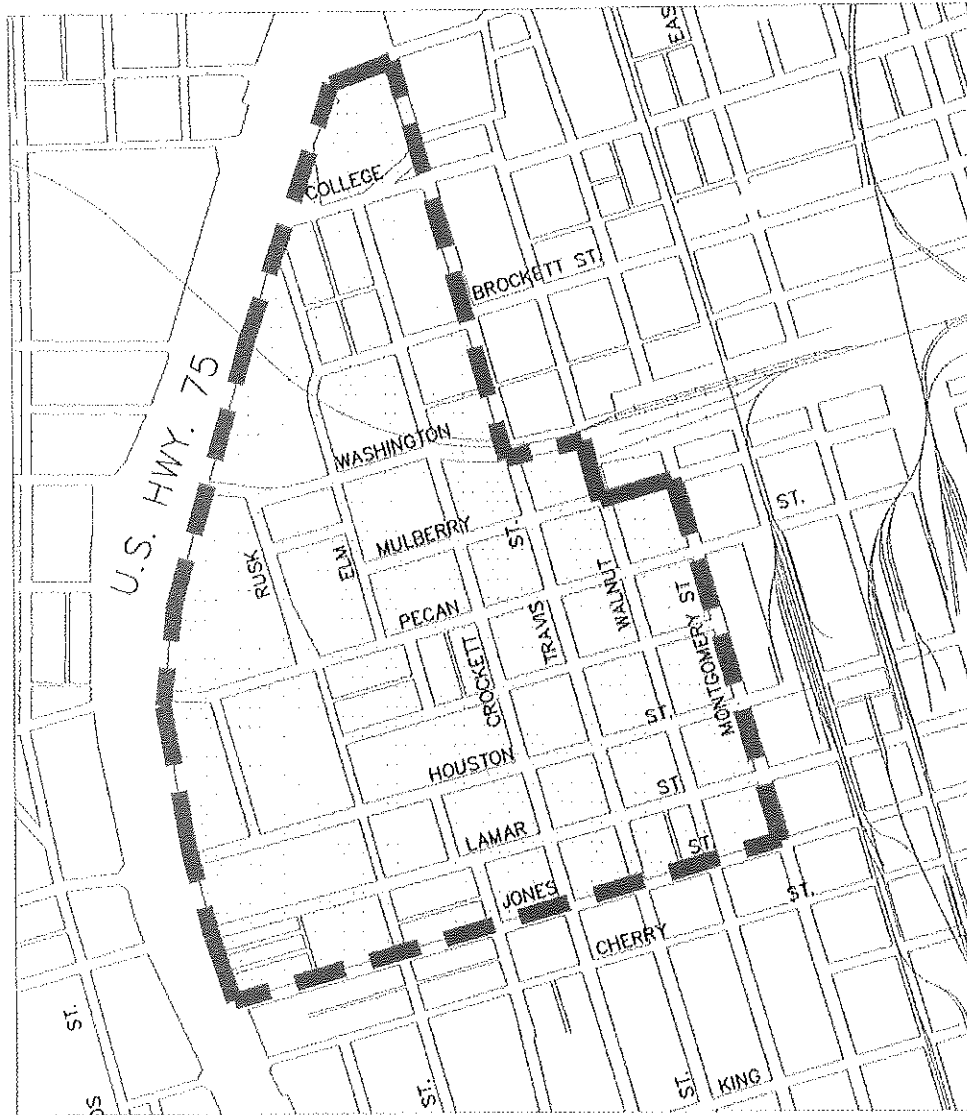
Physical Address:
Sherman City Hall, Building Inspection
220 West Mulberry Street
Sherman, Texas 75090

or

Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

Telephone: (903) 892-7201
Facsimile: (903) 892-7355
E-Mail: georgeo@ci.sherman.tx.us

Telephone: (903) 892-7333
Facsimile: (903) 892-7274
E-Mail: scotts@ci.sherman.tx.us



CITY OF SHERMAN, TEXAS
CENTRAL BUSINESS DISTRICT
HISTORIC BUILDING RESTORATION
AND IMPROVEMENT GRANT PROGRAM
Department of Developmental Services





**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Submission Requirements

It is strongly recommended that all Applicants carefully review the "City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies" prior to completing an application.

It is also recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.

Please ensure that the following items have been included in your submission. Failure to provide the necessary documentation will delay the processing of your application.

Application Checklist:

- ☐ Copy of deed included
- ☐ Copy of mortgage (if applicable) included
- ☐ Description of proposed improvements – designs/drawings attached
- ☐ Pictures attached
- ☐ Estimate of costs/quotes or other details
- ☐ Signature of owner/authorized agent
- ☐ Application complete
- ☐ Are improvements in compliance with the City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws?
- ☐ All material, pictures, drawings, newspaper articles, original deeds, etc. that will help identify the building as a historically significant structure through architectural design, building use or events that have taken place in or around it.
- ☐ Architectural and elevation renderings.



CITY OF SHERMAN
City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
Tele: (903) 892-7201 Fax: (903) 892-7355

FOR OFFICE USE ONLY

File # _____	
Assessment Role Number _____	Assessed Property Value _____
Property Address _____	
Date Application Received _____	Date Application Completed _____

**CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Application

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Historic Building Restoration and Improvement Grant (Forgivable Loan) Program.

I. Applicant Information

1. Applicant(s) name: Sean Vanderveer
Mailing address: 806 North Woods Street
City: Sherman State: Texas Zip: 75092
2. Applicant's daytime telephone number: 903-815-5143
Cell # (903) 815-5143 Facsimile # ()
E-mail address: rsvanderveer@yahoo.com
3. Status of applicant (please check one)
☒ Property owner with vacant facility
☐ Property owner with tenant business
☐ Property owner/operator of existing business on property
☐ Property tenant with property owner consent
4. Owner of property is a/an (please check one)
☒ Individual
☐ Partnership (attach copy of Partnership Agreement)
☐ Corporation/profit (attach copy of Articles of Incorporation)
☐ Corporation/nonprofit (attach list of officers and directors)
☐ Trust (attach copy of Trust Agreement)
☐ Other
5. Length of ownership: 10 Months
Date purchased: February 2014

II. Property Information

1. Address of property to be improved:
113 North Travis Street
2. Legal description of subject property:
OTP SHERMAN, BLOCK 3, LOT S PT 7, 34X150 5100 SF
3. Tax Assessor Parcel Number(s):
161850
4. Year built: 1920 Square footage: 5100
5. Is this a National Register building? Yes ☐ No ☒ (check one)
Is this a building of known historical significance? Yes ☒ No ☐ (check one)
6. What are the current types of businesses occupying the building?
Not occupied currently
7. Name and phone number of tenant(s), if applicable: N/A
(Attach additional names/numbers, if needed)
8. Use of building after construction: Retail - Talking with a potential tenant about an architectural salvage store.
9. Number of parking spaces provided: 2 Proposed: Total: 2
10. Current zoning: C-1
11. Is a zoning amendment required? Yes ☐ No ☒ (check one)x
12. Attach architectural and elevation renderings.

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans. Identify the materials to be used, such as the type of paint or stain (i.e., exterior latex, color, etc.). Include details of new signs or awnings, etc. Provide color photos of the subject property and those adjacent prior to and after the improvements are made.

Please note: Applicants should carefully review the "City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies", and discuss all proposed improvements with the City of Sherman's Developmental Services Department prior to completing this application. It is also

recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.

Description: Interior improvements to 113 North Travis Street to compliment the exterior treatments that are already complete. New framing, plumbing, electrical, HVAC, insulation and finish out will be completed on the interior in order for the building to have two retail spaces in the front half.

Eventually we will finish the building by adding two residential spaces in the back

☐ **Designs Attached**

☐ **Before Picture(s) Attached**

2. How many jobs will be **retained** once the project is completed? _____

_____ Full-time positions

_____ Part-time positions

3. How many **new positions** will result from this project? _____

2 Full-time positions

2 Part-time positions

IV. Work Estimates

Please attach two (2) independent contractor estimates for each component of the proposed improvement. Please note that grant/forgivable loan funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:

Bluestone, Kyle Boothe (903) 813-1415

Amount: Total Project \$34,160, Commercial \$34,160

2. Name/Company and Phone Number of Second Contractor:

Diamond K Contractors, Alan Kinraid 903-819-4907

Amount: Total Project \$65,200, Commercial \$65,200

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: \$34,160
5. Estimated completion date for your improvements? June 2015

V. **Historic Significance**

The City's Program for improving the historic buildings of downtown Sherman is being funded through the City's Hotel/Motel Tax revenues, which require that this money may be spent only on historic buildings that would tend to attract tourists. Many factors may indicate a building's historic significance such as age, architectural design, building use, events or significant people. Some of this may be proved through deeds, pictures, books, newspaper articles and the like. Attach to this application all matters that would prove your claim that this is a historic building.

VI. **Signature of Owner/Authorized Agent – Affidavit or Sworn Declaration**

I/We, Sean Vanderveer, of the City of Sherman, County of Grayson, State of Texas, make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application in respect of the application is true.

I/We hereby authorize inspections of my/our property to be improved.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program.

Sworn to (or declared before me), _____, a Notary Public in and for the State of Texas, on this the _____ day of _____, 20____.

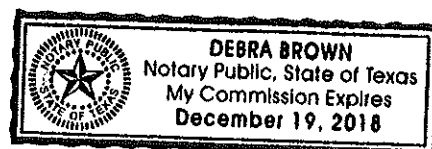
Sean Vanderveer

Applicant

Co-Applicant

Property Owner (if different from Applicant)

Debra Brown
Notary Public, State of Texas
My Commission Expires: 12-19-18



VII. Consent of the Owner to the Use and Disclosure of Personal Information

I/We, Sean Vanderveer,
am the owner of the land that is the subject of this Application and, for the purposes of the
Freedom of Information and Protection of Privacy Act, I/we authorize and consent to the use by
or the disclosure to any person or public body of any personal information that is collected under
the authority of the _____ for the purposes of processing this application.

2/2/15
Date

Sean Vand
Signature of Owner(s)

VIII. Authorization for Agent *(complete only if Applicant is not the registered Owner)*

I/We, Sean Vanderveer,
the Owner(s) of the subject property, have reviewed and understand the guidelines and policies
for the City of Sherman Central Business District Historic Building Restoration and Improvement
Grant Program, including the requirement of a conditional property lien, and hereby authorize
_____ (Agent) to act on my/our behalf with respect to the
application.

2/2/15
Date

Sean Vand
Signature of Owner(s)

Note: Information provided in this application will become part of a public record.

FOR OFFICE USE ONLY (Entire Page)

	Staff Initials	Comments
Ownership Confirmed		
Property Taxes Paid in Full		
Work Order Search (Building)		
Fire Code Conformity		
Master Plan Conformity		
Zoning Conformity		
Building Regulations Conformity		
Copy of Deed Attached		
Copy of Mortgage Attached		
Proof of Historical Significance		
Architectural Renderings		
Elevation Renderings		

**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Rebate Claim Form

Program Participant(s): **Sean Vanderveer**

Project Address: **113 North Travis, Street**

Interior Improvements:
Type:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Sub-Total	\$ _____

Exterior Improvements:
Type:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Sub-Total	\$ _____

Total Rebate Amount (per Program Guidelines): \$ _____

I/We hereby make a formal claim for reimbursement of the above-indicated expenses incurred in improving the interior and exterior of the subject property under the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program. I/We certify that the expenses incurred are as listed and have attached invoices marked "paid" and copies of cancelled checks in support of the claim.

Date: _____

Applicant

Applicant

**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Rebate Claim Form

Program Participant(s): Sean Vanderveer

Project Address: 113 North Travis, Street

Interior Improvements:

Type:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Sub-Total	\$ _____

Exterior Improvements:

Type:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Sub-Total	\$ _____

Total Rebate Amount (per Program Guidelines): \$ _____

I/We hereby make a formal claim for reimbursement of the above-indicated expenses incurred in improving the interior and exterior of the subject property under the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program. I/We certify that the expenses incurred are as listed and have attached invoices marked "paid" and copies of cancelled checks in support of the claim.

Date: _____

Applicant

Applicant

Grayson County
Wilma Bush
Grayson County Clerk
Sherman, Texas 75090



70 2014 00003163

Instrument Number: 2014-00003163

As

Recorded On: February 21, 2014

Recordings

Parties: RATLIFF VICTOR JR ETAL

Billable Pages: 5

To VANDERVEER SEAN

Number of Pages: 7

Comment: SPWD

(Parties listed above are for Clerks reference only)

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

Recordings	32.00
Total Recording:	32.00

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

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

File Information:

Document Number: 2014-00003163

Receipt Number: 394976

Recorded Date/Time: February 21, 2014 02:17:24P

Book-Vol/Pg: BK-OR VL-5425 PG-424

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

RED RIVER TITLE CO

421 N. CROCKETT ST

SHERMAN TX 75090



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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

017552

	Bk	Vol	Ps
00003163	OR	5425	425

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

SPECIAL WARRANTY DEED

DATE: February 21, 2014

GRANTOR: VICTOR RATLIFF, JR. and REBECCA FAY RATLIFF

GRANTEE AND GRANTEE'S MAILING ADDRESS: SEAN VANDERVEER, 115 East Wall St., Sherman, Texas 75092

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

PROPERTY (including any improvements): TRACTS ONE, TWO and THREE: Being part of Lots Six (6) and Eight (8) in Block Thirteen (13) of the Original Town Plat of the City of Sherman, Texas, as shown by Plat recorded in Volume "B", Page 1, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto; TRACT FOUR: Being part of the Lot Seven (7) in Block Three (3) of the Original Town Plat of the City of Sherman, Texas, as shown by Plat recorded in Volume "B", Page 1, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto; and TRACT FIVE: Being part of Lot 1 (one) in Block Twelve (12) of the Original Town Plat of the City of Sherman, Texas, as shown by Plat recorded in Volume "B", Page 1, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto.

RESERVATIONS FROM CONVEYANCE:

For Grantor and Grantor's successors, a reservation of all oil, gas and other minerals now owned by Grantor that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas and other minerals and for removing them from the property.

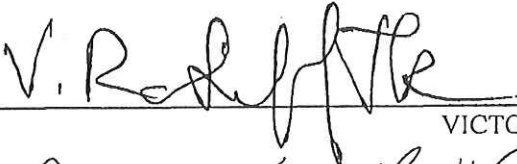
EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

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

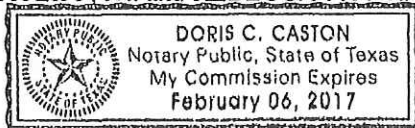
Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.


VICTOR RATLIFF, JR.

REBECCA FAY RATLIFF

STATE OF TEXAS
COUNTY OF GRAYSON

This instrument was acknowledged before me on the 21 day of February, 2014, by VICTOR RATLIFF, JR. and REBECCA FAY RATLIFF.





Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
HYNDS & GORDON, P. C.
500 N. Sam Rayburn Freeway, Suite 200
Sherman, Texas 75090
903/892-1807 (phone)
903/893-2015 (fax)
Red River#0117552/db

EXHIBIT A

TRACT FOUR: GCAD # 161850

BEING part of Lot Seven (7), in Block Three (3), in the Original Town Plat of the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in the Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

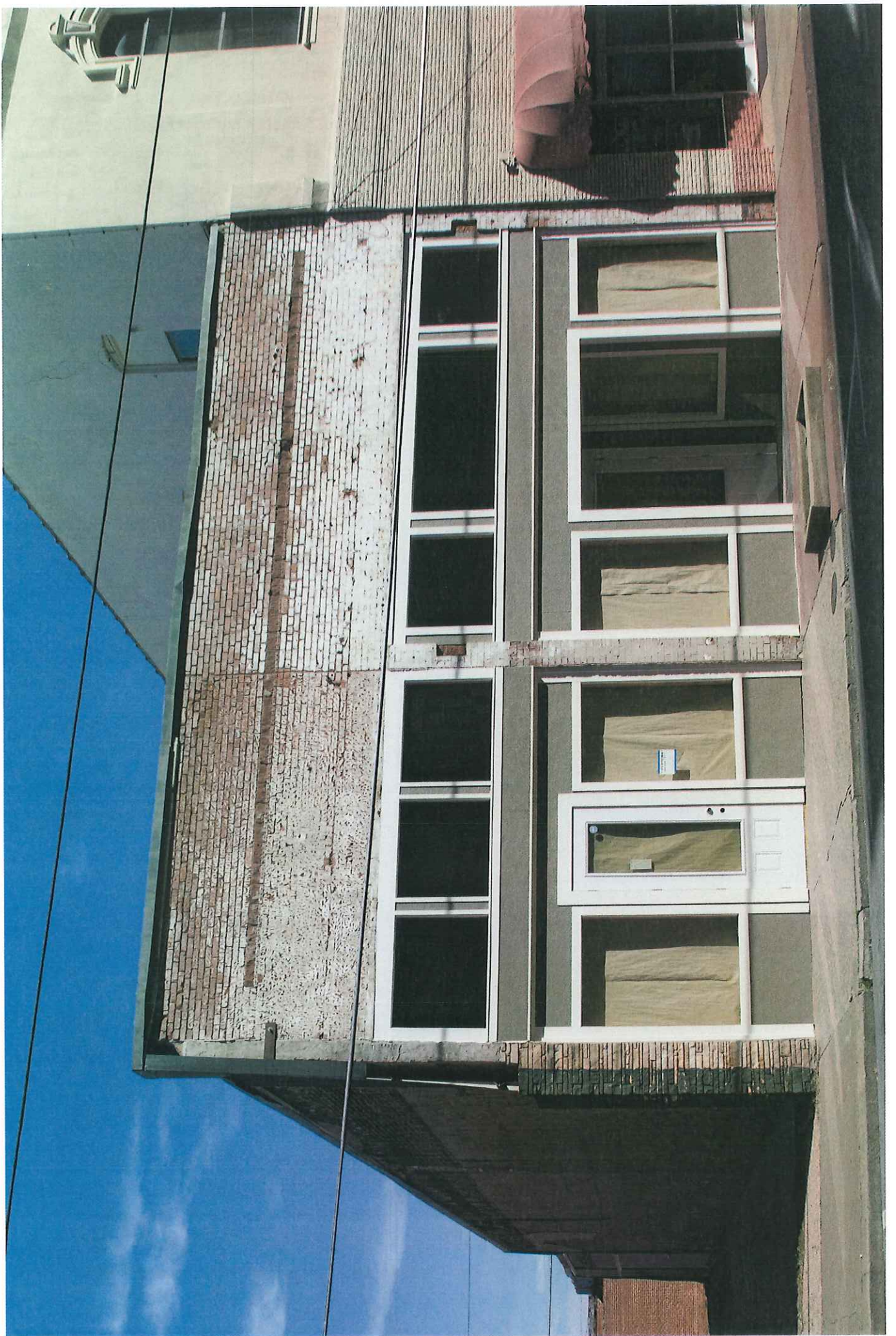
BEGINNING at the Southwest corner of said Lot 7 in Block 3, Old Town Plat (or Original Town Plat), Sherman, Texas;

THENCE North 16 deg. West fronting on North Travis Street in the City of Sherman, 34 feet to a stake;

THENCE North 74 deg. East 150 feet;

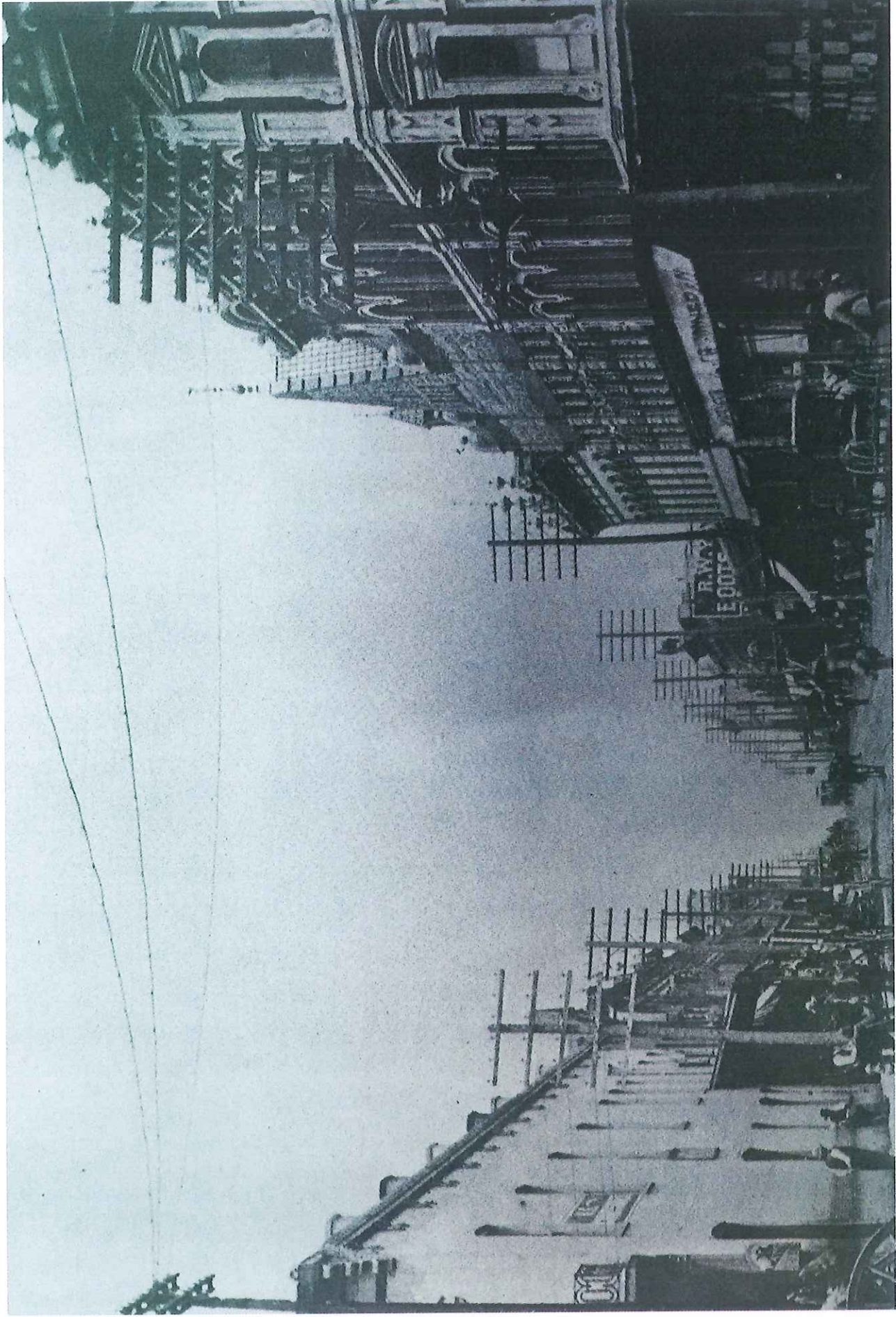
THENCE South 16 deg. East 34 feet to the Northeast corner of Lot 3 in said Block;

THENCE South 74 deg. West 150 feet to the Place of Beginning.









Travis Street looking North from Houston Street.



**BLUESTONE PARTNERS
SHERMAN, TEXAS**

*** COST SUMMARY ***

PROJECT NAME: 113 N. Travis - Commercial Construction
DATE: January 28, 2015
PRICE PER SQUARE FOOT: \$15.84
AREA IN SQUARE FEET: 2,157
MONTHS REQ'D FOR CONSTRUCTION: 2
NOTES:

DESCRIPTION	MATERIALS AMOUNT	SUBCONT AMOUNT	TOTAL AMOUNT	COSTS PER SQ. FOOT
General Conditions:				
Permits and Fees		\$400	\$400	\$0.19
Survey, Layout		\$0	\$0	\$0.00
Testing Allowance		\$0	\$0	\$0.00
Insurance Requirements		\$300	\$300	\$0.14
Temporary Utilities, Rents and Leases		\$500	\$500	\$0.23
Sitework:				
Site preparation/Demo		\$6,100	\$6,100	\$2.83
Parking/Driveways/Sidewalks		\$0	\$0	\$0.00
Mailbox		\$0	\$0	\$0.00
Landscaping/Irrigation		\$1,200	\$1,200	\$0.56
Utility Fees Allowance		\$0	\$0	\$0.00
Foundation:				
Foundation Subcontract		\$3,100	\$3,100	\$1.44
Structure/Exterior:				
Exterior Façade Touchup Only	\$600	\$600	\$1,200	\$0.56
Framing Labor		\$700	\$700	\$0.32
Framing Package	\$800		\$800	\$0.37
Windows and Storefront Doors	\$4,200		\$4,200	\$1.95
Other Exterior Doors		\$300	\$300	\$0.14
Interior:				
Sheetrock/Ceiling Labor and Material		\$2,100	\$2,100	\$0.97
Insulation		\$400	\$400	\$0.19
Trim Material/Doors	\$900		\$900	\$0.42
Trim Carpentry Labor		\$500	\$500	\$0.23
Stair Subcontract		\$0	\$0	\$0.00
Finish Hardware	\$200		\$200	\$0.09
Cabinets		\$0	\$0	\$0.00
Countertops		\$0	\$0	\$0.00
Painting/Wall finish		\$0	\$0	\$0.00
Flooring		\$0	\$0	\$0.00
Interior glass and mirrors Allowance		\$0	\$0	\$0.00
Misc. Labor		\$400	\$400	\$0.19
Appliances Allowance	\$0		\$0	\$0.00
Plumbing Contract and Fixtures	\$2,600	\$3,200	\$5,800	\$2.69
HVAC Contract		\$0	\$0	\$0.00
Electrical Contract and Fixtures	\$200	\$300	\$500	\$0.23
Alarm System/Fire Sprinkler Allowance		\$0	\$0	\$0.00
Signage Allowance		\$0	\$0	\$0.00
Blinds/Shutters Allowance		\$0	\$0	\$0.00
Construction Related Clean Up and Maintenance		\$900	\$900	\$0.42
COLUMN TOTALS	\$9,500	\$21,000	\$30,500	COL. TOTALS
JOB TOTAL			\$30,500	JOB TOTAL
BUILDER'S PROFIT AND OVERHEAD			\$3,660	
TOTAL BID			\$34,160	TOTAL BID

Hello Sean,

By the best of my ability to decipher the illustrations done by David, here are my estimates of the work proposed.

1. DOOR TO THE THE COMMON AREA.....\$ 1,200
2. ALL WALLS, COMMON, BATHS, COMMERCIAL SPACE.....\$ 35,000
3. PLUMBING FOR WATER AND DRAINAGE.....\$ 10,000
4. ELECTRICAL FOR ALL COMMERCIAL, COMMON, LAVATORIES.....\$ 10,000
5. COMMERCIAL ADA RATED LAVATORIES.....\$ 5,000
6. SOUTH SIDE COMMERCIAL SPACE CEILING.....\$ 4,000

TOTAL ESTIMATE TO COMPLETE THE RENOVATION.....\$ 65,200

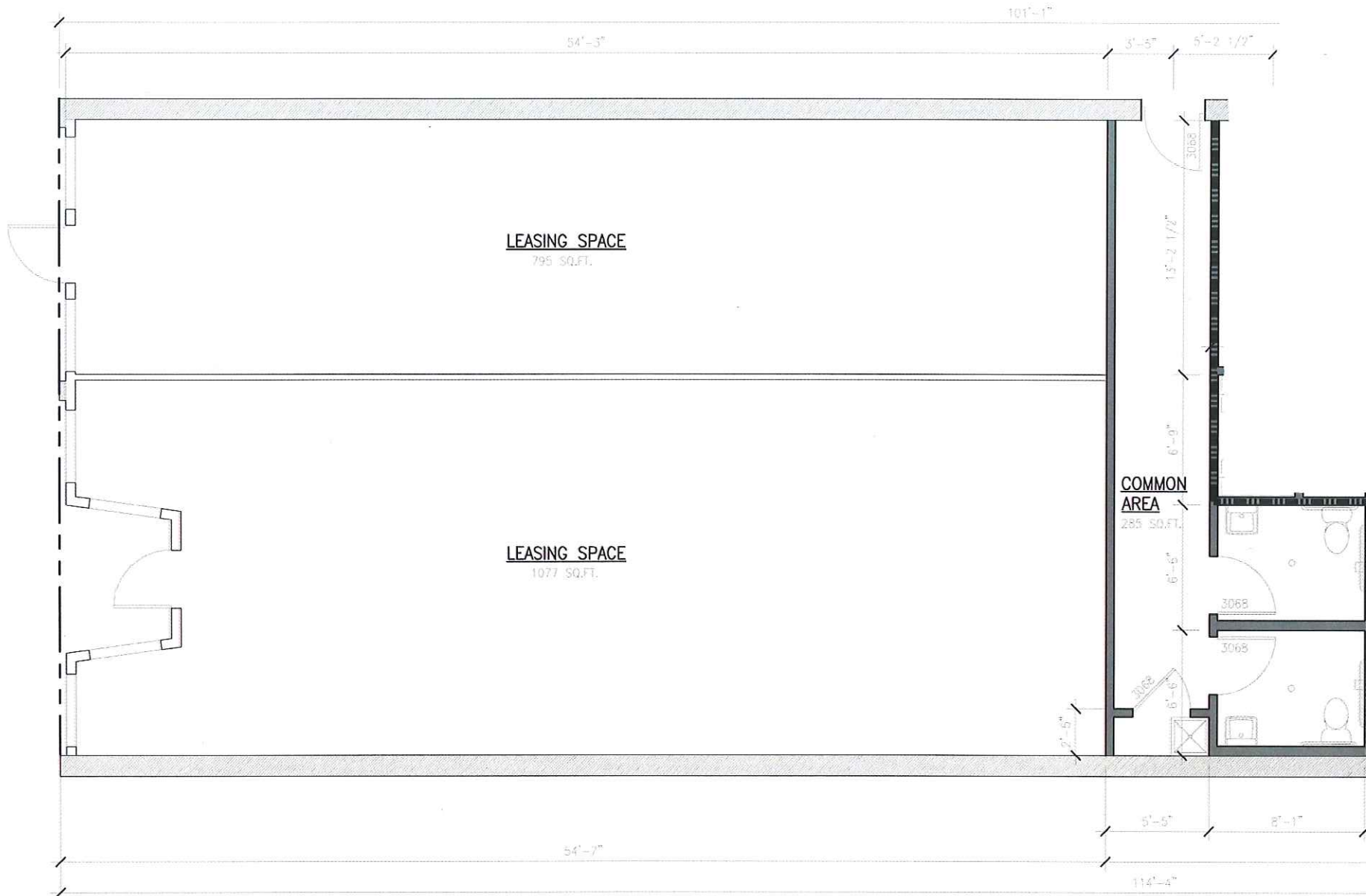
NOTES

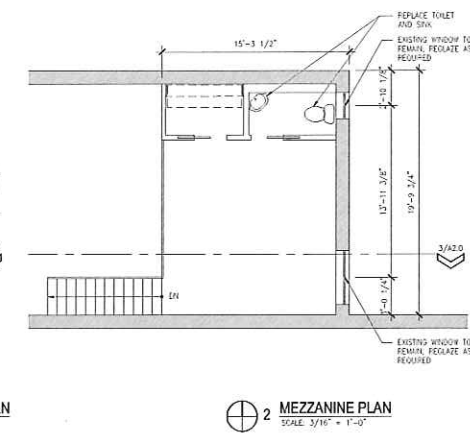
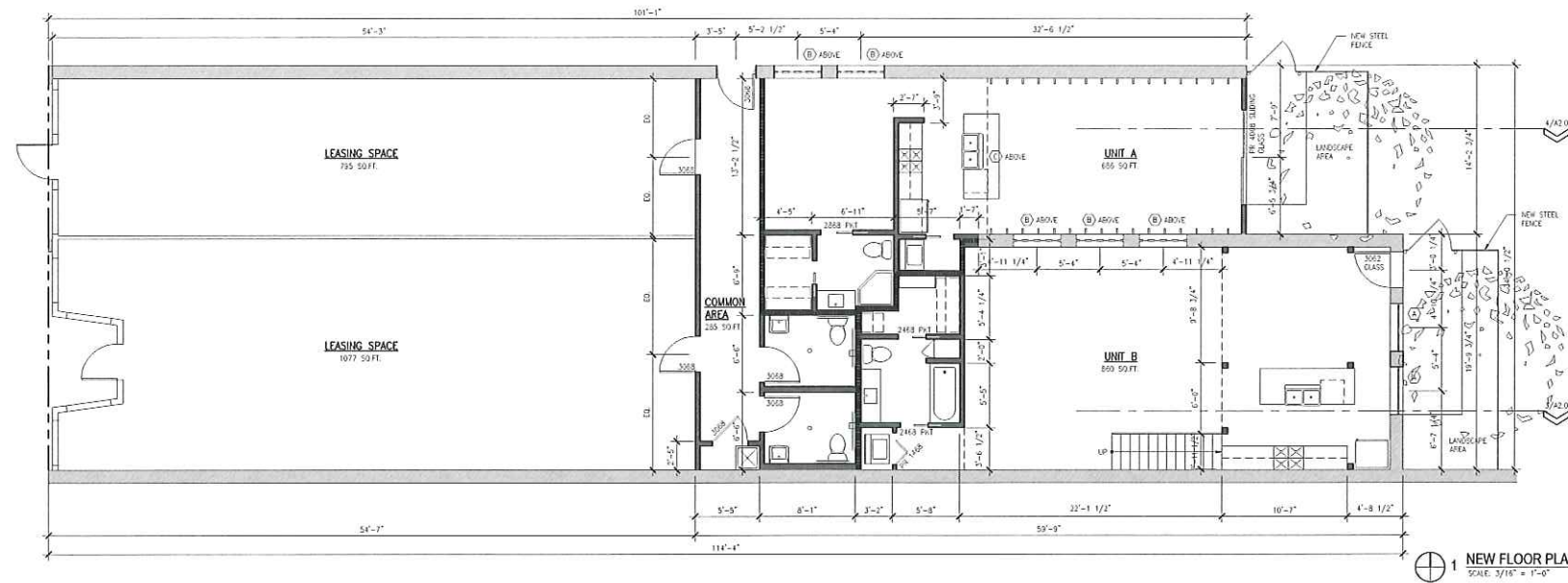
- A) If a drop ceiling is added to all spaces, I believe thousands of overall dollars could be reduced.
- B) The floor is a little high priced to allow for preparation. The existing floor is not ready for a finished floor.
I also planned on a high grade floating vinyl of 5 mil thickness.

Alan

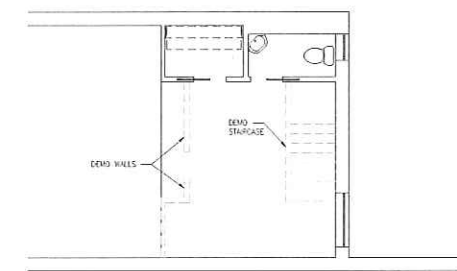
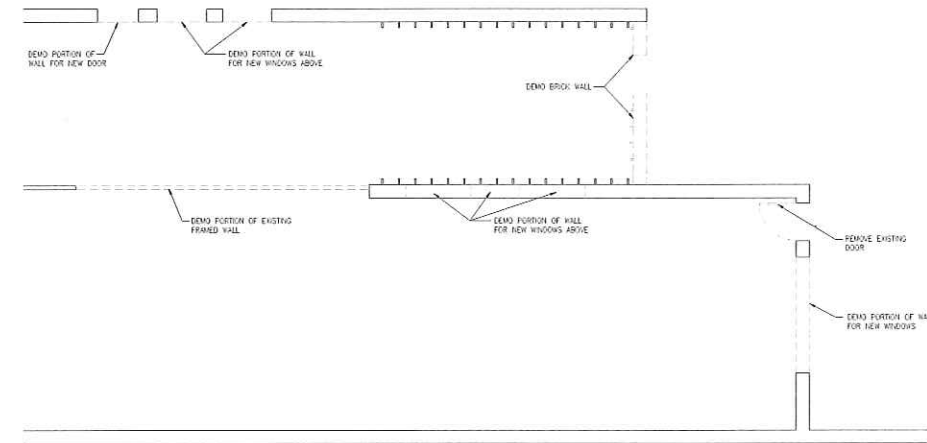
ALAN KAINRAD
DIAMOND K CONTRACTORS
903.819.4907
[facebook.com/diamondkcontractor](https://www.facebook.com/diamondkcontractor)

"There is always a way"

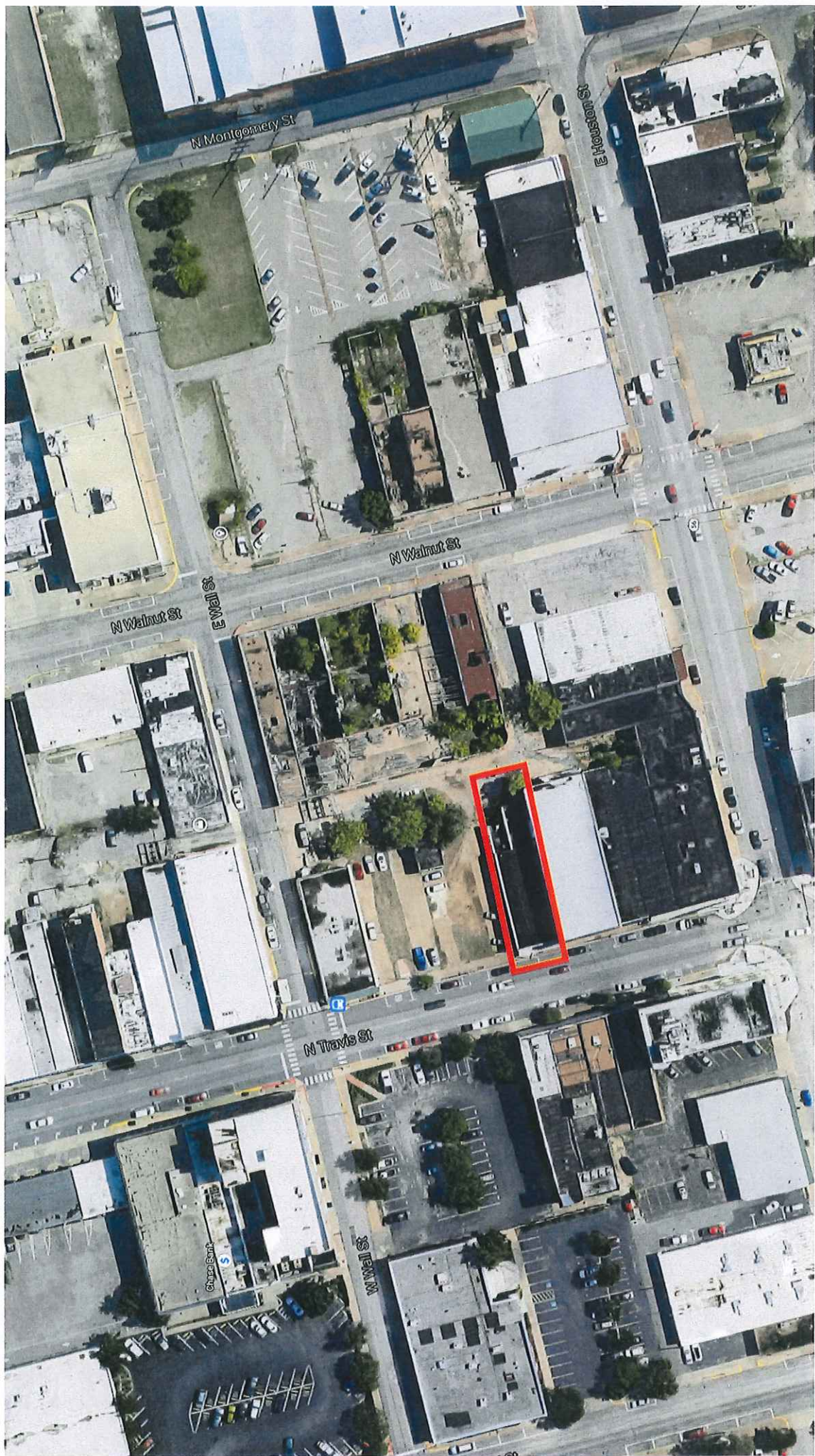




- WALL LEGEND:
- NEW WOOD FRAMED WALLS
 - EXISTING FRAMED WALLS
 - 1 HOUR FIRE RATED WALL
 - EXISTING TRIPLE WYTHE BRICK WALLS. EVALUATE AND REPORT MAINTENANCE AS REQUIRED. PREP AND SEAL.
- FLOOR PLAN GENERAL NOTES:
1. ALL DIMENSIONS ARE FROM ONE SIDE OF A FINISHED WALL TO THE SAME SIDE OF THE NEXT FINISHED WALL OR TO AN OUTSIDE CORNER UNLESS NOTED OTHERWISE.
 2. ALL DOORS WITH THE JAMB NOT DIMENSIONED ARE TO BE LOCATED WITH THE JAMB 4" FROM THE NEAREST PERPENDICULAR WALL OR CENTERED IN THE SPACE WHEN SPECIE IS SHOWN.
 3. THE DIMENSIONS ON THIS PLAN HAVE BEEN TAKEN FROM EXISTING PLANS, FIELD MEASUREMENTS AND SHOULD BE CHECKED FOR ACCURACY. VERIFY ALL DIMENSIONS WITH EXISTING CONDITIONS WHERE DISCREPANCIES OCCUR, AND DESIGN INTENT IS UNCLEAR. CLARIFY DESIGN INTENT WITH ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.



- GENERAL DEVELOPMENT PLAN NOTES:
1. REFER TO NEW FLOOR PLAN FOR NEW DOOR AND WINDOW LOCATIONS.
 2. REFER TO NEW EXTERIOR ELEVATIONS TO COORDINATE EXTERIOR DEMOLITION REQUIREMENTS.
 3. THE DIMENSIONS ON THIS PLAN ARE THE RESULT OF FIELD MEASUREMENTS AND SHOULD BE CHECKED FOR ACCURACY. WHERE DISCREPANCIES ARE FOUND, AND DESIGN INTENT IS UNCLEAR, CONTACT THE ARCHITECT FOR CLARIFICATION PRIOR TO PROCEEDING WITH THE WORK.





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 02/16/2015

Prepared By: Robby Hefton, Deputy City Manager

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5939

Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015A (City of Sherman Project), Approving the Issuance Thereof and the Facilities to be Constructed or Acquired by such Authority for the Benefit of the City

Issue:

Approving bond issuance through the Greater Texoma Utility Authority (GTUA) for \$3.56 million of improvements to the City's wastewater infrastructure

Background:

The City manages its major utility improvement projects through GTUA. This proposed project replaces the existing Wastewater Treatment Plant (WWTP) headworks lift station and also makes improvements to the WWTP electrical service and equipment. The proposed lift station will incorporate some of the salvageable equipment from the old lift station and will ultimately enable the City to handle additional peak flows. The electrical upgrades will include new variable frequency drives, HVAC upgrades, and will provide two new electrical services in order to supply the proposed additional pumping capacity.

The cost of this project will be about \$3.56 million, with an interest cost (TIC) of 1.34% over 20 years. These bonds will be sold through the Texas Water Development Board's (TWDB) Clean Water State Revolving funds, with an estimated savings to the City of over \$400,000.00 over the life of the bonds.

GTUA General Manager Drew Satterwhite will be on hand to answer any questions or offer additional information as needed.

Origination:

Drew Satterwhite, P.E., GTUA General Manager

Financial Consideration:

Debt service on these bonds will be paid by the City to GTUA in accordance with the Contract for Water Supply and Sewer Service between the two entities. Funds for this contractual debt repayment are generated through the City's water and sewer revenues.

Staff Recommendation:

It is recommended that the resolution be passed as presented, confirming GTUA's issuance of these bonds.

Alternatives:

No viable alternatives can be suggested at this time.

Attachments

GTUA Letter dated February 11, 2015 with Interest Rates

Debt Service Schedule

Resolution No. 5939

Exhibit A - Commitment of the Texas Water Development Board



GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE
DENISON, TEXAS 75020-8448
903/786-4433
FAX: 903/786-8211
www.gtua.org

February 11, 2015

Mr. George Olson
City Manager
City of Sherman
P.O. Box 1106
Sherman, TX 75091-1106

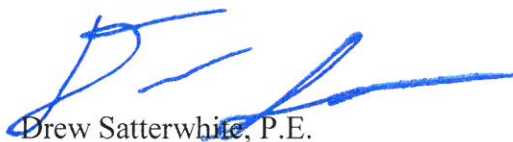
Re: \$3,560,000 Greater Texoma Utility Authority Contract Revenue Bonds, Series
2015A (City of Sherman Project)

Dear George,

The Sherman City Council will be asked to consider a resolution at Monday's meeting for the Greater Texoma Utility Authority/City of Sherman \$3,560,000 Contract Revenue Bonds with the Texas Water Development Board ("TWDB"), for funding the construction of the Sherman Wastewater Treatment Plant Headworks Project. These funds are through the Clean Water State Revolving Fund, which offers a below market interest rate advantage. The interest rates for this bond issue are attached for your information and use. By utilizing this below market interest rate program, the City of Sherman could save approximately \$445,013 over the life of the loan.

This project should be ready to advertise in March with construction anticipated to begin in May 2015. Fulbright & Jaworski, LLP will be providing the City staff with the resolution prepared for the Council's consideration of this bond issue. The debt service schedule will be provided later today by Specialized Public Finance.

Sincerely,



Drew Satterwhite, P.E.
General Manager

Attachment

cc: Mr. Robby Hefton, Assistant City Manager
Mr. Mark Gibson, Director of Utilities

TO: Garry Kimball By Email
Jeff Garland

Kristen Savant By Email
Diane Callahan

FROM: Ben Munguia
512-463-9637

Greater Texoma Utility Authority- City of Sherman
\$3,560,000 Contract Revenue Bonds, Series 2015 (City of Sherman Project)
Interest Rates as of 2/09/2015

Year	MMD as of 2/09/15	Minus Subsidy	Interest Rate
2016	0.15	1.20	0.00
2017	0.46	1.20	0.00
2018	0.67	1.20	0.00
2019	0.91	1.20	0.00
2020	1.13	1.20	0.00
2021	1.38	1.20	0.18
2022	1.64	1.20	0.44
2023	1.85	1.20	0.65
2024	2.02	1.20	0.82
2025	2.16	1.20	0.96
2026	2.29	1.20	1.09
2027	2.41	1.20	1.21
2028	2.50	1.20	1.30
2029	2.57	1.20	1.37
2030	2.62	1.20	1.42
2031	2.67	1.20	1.47
2032	2.72	1.20	1.52
2033	2.76	1.20	1.56
2034	2.80	1.20	1.60
2035	2.84	1.20	1.64
2036	2.87	1.20	1.67

Adoption Date 2/16/2015
Expiration Date 4/2/2015

Preliminary

Greater Texoma Utility Authority

(City of Sherman Project)

\$3,560,000 Contract Revenue Bonds, Series 2015

TWDB (CWSRF) - WWTP Project (assumes 3/31/15 Delivery)

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/31/2015	-	-	-	-	-
10/01/2015	-	-	17,235.22	17,235.22	-
04/01/2016	-	-	17,140.00	17,140.00	-
09/30/2016	-	-	-	-	34,375.22
10/01/2016	130,000.00	-	17,140.00	147,140.00	-
04/01/2017	-	-	17,140.00	17,140.00	-
09/30/2017	-	-	-	-	164,280.00
10/01/2017	135,000.00	-	17,140.00	152,140.00	-
04/01/2018	-	-	17,140.00	17,140.00	-
09/30/2018	-	-	-	-	169,280.00
10/01/2018	140,000.00	-	17,140.00	157,140.00	-
04/01/2019	-	-	17,140.00	17,140.00	-
09/30/2019	-	-	-	-	174,280.00
10/01/2019	145,000.00	-	17,140.00	162,140.00	-
04/01/2020	-	-	17,140.00	17,140.00	-
09/30/2020	-	-	-	-	179,280.00
10/01/2020	150,000.00	-	17,140.00	167,140.00	-
04/01/2021	-	-	17,140.00	17,140.00	-
09/30/2021	-	-	-	-	184,280.00
10/01/2021	155,000.00	0.180%	17,140.00	172,140.00	-
04/01/2022	-	-	17,000.50	17,000.50	-
09/30/2022	-	-	-	-	189,140.50
10/01/2022	160,000.00	0.440%	17,000.50	177,000.50	-
04/01/2023	-	-	16,648.50	16,648.50	-
09/30/2023	-	-	-	-	193,649.00
10/01/2023	165,000.00	0.650%	16,648.50	181,648.50	-
04/01/2024	-	-	16,112.25	16,112.25	-
09/30/2024	-	-	-	-	197,760.75
10/01/2024	165,000.00	0.820%	16,112.25	181,112.25	-
04/01/2025	-	-	15,435.75	15,435.75	-
09/30/2025	-	-	-	-	196,548.00
10/01/2025	175,000.00	0.960%	15,435.75	190,435.75	-
04/01/2026	-	-	14,595.75	14,595.75	-
09/30/2026	-	-	-	-	205,031.50
10/01/2026	180,000.00	1.090%	14,595.75	194,595.75	-
04/01/2027	-	-	13,614.75	13,614.75	-
09/30/2027	-	-	-	-	208,210.50
10/01/2027	185,000.00	1.210%	13,614.75	198,614.75	-
04/01/2028	-	-	12,495.50	12,495.50	-
09/30/2028	-	-	-	-	211,110.25

15 \$3.56mm revs (2/11/15) | SINGLE PURPOSE | 2/11/2015 | 9:35 AM

Preliminary

Greater Texoma Utility Authority

(City of Sherman Project)

\$3,560,000 Contract Revenue Bonds, Series 2015

TWDB (CWSRF) - WWTP Project (assumes 3/31/15 Delivery)

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/01/2028	190,000.00	1.300%	12,495.50	202,495.50	-
04/01/2029	-	-	11,260.50	11,260.50	-
09/30/2029	-	-	-	-	213,756.00
10/01/2029	195,000.00	1.370%	11,260.50	206,260.50	-
04/01/2030	-	-	9,924.75	9,924.75	-
09/30/2030	-	-	-	-	216,185.25
10/01/2030	200,000.00	1.420%	9,924.75	209,924.75	-
04/01/2031	-	-	8,504.75	8,504.75	-
09/30/2031	-	-	-	-	218,429.50
10/01/2031	205,000.00	1.470%	8,504.75	213,504.75	-
04/01/2032	-	-	6,998.00	6,998.00	-
09/30/2032	-	-	-	-	220,502.75
10/01/2032	210,000.00	1.520%	6,998.00	216,998.00	-
04/01/2033	-	-	5,402.00	5,402.00	-
09/30/2033	-	-	-	-	222,400.00
10/01/2033	220,000.00	1.560%	5,402.00	225,402.00	-
04/01/2034	-	-	3,686.00	3,686.00	-
09/30/2034	-	-	-	-	229,088.00
10/01/2034	225,000.00	1.600%	3,686.00	228,686.00	-
04/01/2035	-	-	1,886.00	1,886.00	-
09/30/2035	-	-	-	-	230,572.00
10/01/2035	230,000.00	1.640%	1,886.00	231,886.00	-
09/30/2036	-	-	-	-	231,886.00
Total	\$3,560,000.00	-	\$530,045.22	\$4,090,045.22	-

Yield Statistics

Bond Year Dollars	\$42,629.89
Average Life	11.975 Years
Average Coupon	1.2433652%
Net Interest Cost (NIC)	1.2433652%
True Interest Cost (TIC)	1.2308091%
Bond Yield for Arbitrage Purposes	1.2308091%
All Inclusive Cost (AIC)	1.2308091%

IRS Form 8038

Net Interest Cost	1.2433652%
Weighted Average Maturity	11.975 Years

15 \$3.56mm revs (2/11/15) | SINGLE PURPOSE | 2/11/2015 | 9:35 AM

RESOLUTION NO. 5939

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2015A (CITY OF SHERMAN PROJECT), APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY FOR THE BENEFIT OF THE CITY; 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 Greater Texoma Utility Authority (the “Authority”) and the City of Sherman, Texas (the “City”) have previously executed and delivered a Contract for Water Supply and Sewer Service, dated as of March 1, 1985 (the “Contract”), whereby the Authority is to provide water and sewer services to the City; and

WHEREAS, under Section 4.15 of the Contract, it is provided that the City shall approve the issuance by the Authority of any bonds that are to be payable (in whole or in part) from certain moneys that the City has contracted to pay under the provisions of the Contract; and

WHEREAS, in connection with the proposed “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015A (City of Sherman Project)” (the “Bonds”), the Texas Water Development Board (the “Board”) has agreed, pursuant to an Application Requesting Financial Assistance (the “Application”), to purchase the Bonds and, therefore, it is neither necessary nor advisable for the Authority to prepare a Notice of Sale because, insofar as the City is concerned, the Application contains sufficient information to accomplish the purpose of a Notice of Sale; and

WHEREAS, the net effective interest rate on the Bonds will not exceed the maximum permitted by law (as defined in Chapter 1204, Texas Government Code, as amended) and it is now appropriate for this Council to approve the Application (in lieu of approving a Notice of Sale with respect to the Bonds) as well as the issuance and delivery of the Bonds and the facilities to be constructed or acquired with the proceeds of the Bonds, including the project (the “Series 2015A Project”) described in the Resolution of the Authority authorizing the Bonds (the “Bond Resolution”);

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

SECTION 1. That all of the above and foregoing recitals and preambles are found to be true and correct, and made a part of this resolution for all purposes.

SECTION 2. That the facilities to be constructed, acquired, and improved by the Authority with the proceeds of the Bonds as described in the Bond Resolution are hereby approved. The issuance of the Bonds by the Authority and the use of the proceeds thereof, as

described in the Bond Resolution, is hereby approved. The Bond Resolution is approved as to form and content, and the City acknowledges that the payment of principal of and interest on the Bonds is payable, in whole or in part, from payments to be made by the City under and pursuant to the Contract. The City agrees to provide the reports described in the Bond Resolution within the times specified therein, in compliance with the Board's commitment. The City agrees with the obligations and conditions set forth in the Board's Commitment 14-111, and the City hereby expressly agrees that it will not acquire any of the Board's bonds that were issued to provide financing for the Bonds in the amount of the Bonds to be acquired from the Authority by the Board. A copy of such commitment is attached hereto as **Exhibit A**.

SECTION 3. That it is the purpose and intent of the City Council of the City to approve the Bond Resolution, and the facilities to be constructed, acquired, and improved in full accordance with the provisions of the Contract mentioned in the preamble hereof. To the extent required by the Board or the Office of the Attorney General of Texas, the Authority is authorized by this City Council to make changes and revisions to the Bond Resolution from the form approved by this Resolution in order to expedite the delivery of the Bonds. It is the intent of the City to authorize the Authority to proceed with the construction, acquisition, and improvement of the facilities at the earliest possible date, but nothing herein shall be construed as a limitation upon the right and power of the City to approve a change in the facilities for which the Bonds are to be issued (but not the purpose for which the Bonds are to be issued as set forth in the Bond Resolution), the City specifically reserving the right to modify the facilities for which the Bonds are being issued if the Authority and the City agree such modification should be made.

SECTION 4. That Exhibit C to the Contract is amended to include the Series 2015A Project as described in the Bond Resolution. In all other respects, the Contract is reapproved and shall be and remain in full force as the agreement of the parties.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. That this Resolution shall be effective from and after its adoption, and it is so resolved.

[remainder of page left blank intentionally]

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

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

(CITY SEAL)

EXHIBIT A

COMMITMENT OF THE TEXAS WATER DEVELOPMENT BOARD

**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$3,560,000 TO GREATER TEXOMA UTILITY AUTHORITY
FROM THE CLEAN WATER STATE REVOLVING FUND
THROUGH THE PROPOSED PURCHASE OF
\$3,560,000 GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS,
PROPOSED SERIES 2015A (CITY OF SHERMAN PROJECT)**

(14-111)

WHEREAS, the Greater Texoma Utility Authority on behalf of the City of Sherman, located in Grayson County, Texas (Authority) has filed an application for financial assistance in the amount of \$3,560,000 from the Clean Water State Revolving Fund (CWSRF) to finance the construction of certain wastewater system improvements identified as Project No. 73689; and

WHEREAS, the Authority seeks financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase of \$3,560,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2015A (City of Sherman Project) (together with all authorizing documents, "Obligations"), all as is more specifically set forth in the application and in recommendations of the TWDB's staff; and

WHEREAS, the Authority has offered a pledge of contract revenues from the City of Sherman as sufficient security for the repayment of the Obligations; and

WHEREAS, the TWDB hereby finds:

1. that the revenue and/or taxes pledged by the Authority will be sufficient to meet all the Obligations assumed by the Authority, in accordance with Texas Water Code § 15.607;
2. that the application and assistance applied for meet the requirements of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, as well as state law, in accordance with Texas Water Code § 15.607;
3. that the Authority has adopted and implemented a water conservation program for the more efficient use of water that will meet reasonably anticipated local needs and conditions and that incorporates practices, techniques or technology prescribed by the Texas Water Code and TWDB's rules;
4. that the Authority has considered cost-effective, innovative, and nonconventional methods of treatment, in accordance with Texas Water Code § 15.007; and
5. that the Executive Administrator issued a Determination of No Effect on October 19, 2012 under project number 72221 for the prior phases of the project and then adopted that determination on March 17, 2014 under the current project number for the construction of the project, such findings being subject to the standard emergency discovery conditions for threatened and endangered species and cultural resources in the

Project contract documents. The TWDB concurs with the environmental finding issued by the Executive Administrator.

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to the Greater Texoma Utility Authority for financial assistance in the amount of \$3,560,000 from the Clean Water State Revolving Fund through the TWDB's proposed purchase of \$3,560,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2015A (City of Sherman Project). This commitment will expire on December 31, 2015.

Such commitment is conditioned as follows:

Standard Conditions

1. this commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that all of the requirements of the laws under which said Obligations were issued have been complied with; that said Obligations were issued in conformity with the Constitution and laws of the State of Texas; and that said Obligations are valid and binding obligations of the Authority;
3. this commitment is contingent upon the Authority's compliance with all applicable requirements contained in 31 TAC Chapter 375;
4. the Obligations must provide that the Obligations can be called for early redemption only in inverse order of maturity, and on any date beginning on or after the first interest payment date which is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;
5. the Authority, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the Authority's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the Authority's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the Authority is an obligated person with respect to such bonds under SEC Rule 15c2-12;
6. the Obligations must contain a provision requiring the Authority to levy a tax and/or maintain and collect sufficient rates and charges to produce system revenues in an

amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations;

7. the Obligations must include a provision requiring the Authority to use any loan proceeds from the Obligations that are determined to be surplus funds remaining after completion of the project for the following purposes as approved by the Executive Administrator: (1) to redeem, in inverse annual order, the Obligations owned by the TWDB; (2) deposit into the Interest and Sinking Fund or other debt service account for the payment of interest or principal on the Obligations owned by the TWDB; or (3) eligible project costs as authorized by the Executive Administrator;
8. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
9. loan proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257;
10. loan proceeds shall not be used by the Authority when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The Obligations shall include an environmental indemnification provision wherein the Authority agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Authority, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law;
11. prior to closing, the Authority shall submit documentation evidencing the adoption and implementation of sufficient system rates and charges or, if applicable, the levy of an interest and sinking tax rate sufficient for the repayment of all system debt service requirements;
12. prior to closing, and if not previously provided with the application, the Authority shall submit executed contracts for engineering, and, if applicable, financial advisor and bond counsel contracts, for the project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;
13. prior to closing, when any portion of the financial assistance is to be held in escrow or in trust, the Authority shall execute an escrow or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;

14. the Executive Administrator may require that the Authority execute a separate financing agreement in form and substance acceptable to the Executive Administrator;

Conditions Related To Tax-Exempt Status

15. the Authority's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
16. the Authority's bond counsel opinion must also state that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
17. the Obligations must include a provision prohibiting the Authority from using the proceeds of this loan in a manner that would cause the Obligations to become "private activity bonds" within the meaning of § 141 of the Internal Revenue Code of 1986, as amended (Code) and the Treasury Regulations promulgated thereunder (Regulations);
18. the Obligations must provide that no portion of the proceeds of the loan will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of § 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) which produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the loan (Source Series Bonds), other than Nonpurpose Investments acquired with:
 - a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;
 - b. amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the Regulations; and
 - c. amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Obligations, 125% of average annual debt service on the Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations;
19. the Obligations must include a provision requiring the Authority take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal government in order to satisfy the requirements of § 148 of the Code. The Obligations must provide that the Authority will:

- a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and retain all records of such accounting for at least six years after the final Computation Date. The Authority may, however, to the extent permitted by law, commingle Gross Proceeds of its loan with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;
 - b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its loan, not less frequently than each Computation Date, in accordance with rules set forth in § 148(f) of the Code, § 1.148-3 of the Regulations, and the rulings thereunder. The Authority shall maintain a copy of such calculations for at least six years after the final Computation Date;
 - c. as additional consideration for the making of the loan, and in order to induce the making of the loan by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date; and
 - d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations;
20. the Obligations must include a provision prohibiting the Authority from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes;
 21. the Obligations must provide that the Authority will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of § 149(b) of the Code;
 22. the transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the Authority's reasonable expectations regarding the use, expenditure and investment of the proceeds of the Obligations;
 23. the transcript must include evidence that the information reporting requirements of § 149(e) of the Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of § 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14)

days of closing. The Executive Administrator may withhold the release of funds for failure to comply;

24. the Obligations must provide that neither the Authority nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the Authority by the TWDB;

State Revolving Fund Conditions

25. the Authority shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines;
26. the Obligations must include a provision stating that all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The Authority, all contractors, and all sub-contractors shall ensure that all project contracts mandate compliance with Davis-Bacon. All contracts and subcontracts for the construction of the project carried out in whole or in part with financial assistance made available as provided herein shall insert in full in any contract in excess of \$2,000 the contracts clauses as provided by the TWDB;
27. the Obligations must include a provision stating that the Authority shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The Authority shall obtain a Data Universal Numbering System (DUNS) Number and shall register with System for Award Management (SAM), and maintain current registration at all times during which the Obligations are outstanding;
28. the Obligations shall provide that all loan proceeds will be timely and expeditiously used, as required by 40 CFR § 35.3135(d), and also shall provide that the Authority will adhere to the approved project schedule;
29. The Obligations must contain a covenant that the Authority will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by the 2014 Federal Appropriations Act and related State Revolving Fund Policy Guidelines;

Clean Water State Revolving Fund Conditions

30. prior to or at closing, the Authority shall pay a 1.85% origination fee to the TWDB calculated pursuant 31 TAC Chapter 375;
31. at the TWDB's option, the TWDB may fund the financial assistance under this Resolution with either available cash-on-hand or from bond proceeds. If the financial assistance is funded with available cash-on-hand, the TWDB reserves the right to change

the designated source of funds to bond proceeds issued for the purpose of reimbursing funds used to provide the financial assistance approved in this Resolution;

Pledge Conditions For The Loan

32. upon request by the Executive Administrator, the Authority shall submit annual audits of contracting parties for the Executive Administrator's review;
33. the Obligations must contain a provision requiring the Authority to require its customers to maintain rates and charges sufficient to pay all of their revenue obligations arising from the operation of the water and sewer system;
34. the Obligations must contain a provision that the pledged contract revenues from the Authority may not be pledged to the payment of any additional parity obligations of the Authority secured by a pledge of the same contract revenues unless the Authority demonstrates to the Executive Administrator's satisfaction that the pledged contract revenues will be sufficient for the repayment of all Obligations and additional parity obligations; and
35. prior to closing, the Authority must submit executed contracts between the Authority and the contracting parties regarding the contract revenues pledged to the payment of the Authority's Obligations, in form and substance acceptable to the Executive Administrator. Such contracts shall include provisions consistent with the provisions of this Resolution regarding the contracting parties' annual audits, the setting of rates and charges and collection of revenues sufficient to meet the Authority's debt service obligations and additional parity obligations.

PROVIDED, however, the commitment is subject to the following special conditions:

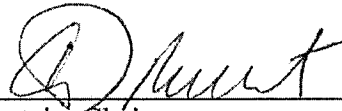
Special Conditions:

1. the Authority shall not amend or revise the Water and Sewer Facilities Contract with the City of Sherman, which is the revenue source for the pledge, if the revision or amendment affects the financial condition of the Authority or its ability to repay the loan described in this Commitment, without receiving the written approval of the Executive Administrator;
2. the Authority must notify the Executive Administrator prior to taking any actions to alter its legal status in any manner, such as by conversion to a conservation and reclamation district or a sale-transfer-merger with another retail public utility;
3. the Obligations must include a provision requiring that, prior to any action by the Authority to convey its Obligations held by the TWDB to another entity, the conveyance and the assumption of the Obligations must be approved by the TWDB; and

4. the Authority must comply with the standard emergency discovery conditions for threatened and endangered species and cultural resources, as more fully specified in the final environmental finding of the Executive Administrator.

APPROVED and ordered of record this 11th day of December, 2014.

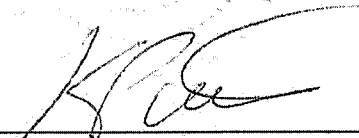
TEXAS WATER DEVELOPMENT BOARD



Carlos Rubinstein, Chairman

DATE SIGNED: 12/11/14

ATTEST:



Kevin Patteson
Executive Administrator



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 02/16/2015

Prepared By: Otis Henry, Police Chief

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5940**

Authorizing Submission of an Application for a Grant Awarded under the Office of the Governor - Criminal Justice Division to Fund the Purchase of Two Automated License Plate Readers (ALPR) meeting Current Standards for Law Enforcement Use within the Sherman Police Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

Issue:

Seeking approval to apply for a grant from the Office of the Governor - Criminal Justice Division to purchase two ALPRs meeting the current standards for law enforcement use within the Sherman Police Department and designating the City Manager as the authorized official to accept, reject, alter or terminate the grant on behalf of the City

Background:

The Office of the Governor - Criminal Justice Division, in conjunction with the Texoma Council of Governments, is accepting grant applications for projects that reduce crime and improve the criminal justice system during the State fiscal year (FY) 2016 grant cycle. The source of funding is a biennial appropriation by the Texas Legislature from funds collected through court costs and fees, and/or federal funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. If awarded, the Police Department plans to use this grant to purchase two ALPRs meeting current law enforcement standards totaling \$56,500.00.

Origination:

Police Department

Financial Consideration:

There are no matching requirements for this grant; and purchase of the two ALPRs, if the grant is awarded, would be in FY 2015-2016.

Staff Recommendation:

The staff recommends submitting the grant application to the Office of the Governor - Criminal Justice Division.

Alternatives:

The Council could decline this grant opportunity.

Attachments

Resolution No. 5940

Justice Assistance Grant

RESOLUTION NO. 5940

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED UNDER THE OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF TWO AUTOMATED LICENSE PLATE READERS (ALPR) MEETING CURRENT STANDARDS FOR LAW ENFORCEMENT USE WITHIN THE SHERMAN POLICE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY; 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, finds it to be in the best interest of the citizens of Sherman, Texas, to seek grant funds to purchase a police vehicle with equipment meeting current standards for patrol use for the Sherman Police Department during the period of September 1, 2015 through August 31, 2016; and

WHEREAS, the City Council understands that there is no matching requirement for said project as required by the Office of the Governor - Criminal Justice Division and the Texoma Council of Government criminal justice grant application; and

WHEREAS, the City Council agrees that, in the event of loss or misuse of the Office of the Governor - Criminal Justice Division funds, the City of Sherman assures that said funds will be returned to the Office of the Governor - Criminal Justice Division in full; and

WHEREAS, the City Council designates the City Manager as the grantee's authorized official, who is given the power to accept, reject, alter or terminate the grant on behalf of the City;

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to submit a grant application with the Office of the Governor - Criminal Justice Division to fund the purchase of a police vehicle with equipment meeting current standards for patrol use for the Sherman Police Department.

SECTION 2. That the City Manager be and is hereby designated as the City of Sherman's authorized official to accept, reject, alter or terminate the grant on behalf of the City.

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 _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

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

Request for Applications – Justice Assistance Grant Programs

The Criminal Justice Division (CJD) of the Governor's Office is soliciting applications for projects that reduce crime and improve the criminal justice system during the 2016 grant cycle.

Purpose: The purpose of this solicitation is to reduce crime and improve the criminal justice system.

Available Funding: Federal funds are authorized under the Edward Byrne Memorial Justice Assistance Grant Program (JAG), 42 U.S.C. 3751(a). JAG funds are made available through a Congressional appropriation to the United States Department of Justice. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Funding Levels:

Minimum: \$10,000

Maximum: None

Match Requirement: None

Standards: Grantees must comply with the standards applicable to this funding source cited in the *Texas Administrative Code* (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Prohibitions: Grant funds may not be used to support the following services, activities, and costs:

- 1) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- 2) lobbying;
- 3) any portion of the salary of, or any other compensation for, an elected or appointed government official;
- 4) non-law enforcement vehicles or equipment for government agencies that are for general agency use;
- 5) weapons, ammunition, tasers, explosives or military vehicles;
- 6) admission fees or tickets to any amusement park, recreational activity or sporting event;
- 7) promotional gifts;
- 8) food, meals, beverages, or other refreshments;
- 9) membership dues for individuals;
- 10) any expense or service that is readily available at no cost to the grant project or that is provided by federal, state, or local funds (i.e. supplanting);
- 11) fundraising;
- 12) construction, renovation or remodeling;
- 13) medical services;
- 14) transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training;
- 15) legal services for adult offenders; and
- 16) any other prohibition imposed by federal, state, or local law.

Eligible Applicants:

- 1) State agencies;
- 2) Units of local government;
- 3) Independent school districts;
- 4) Senior Universities;
- 5) Judicial Districts;
- 6) Native American tribes; and
- 7) Community supervision and corrections departments.

Eligibility Requirements:

- 1) Projects must focus on reducing crime and improving the criminal justice system.
- 2) Eligible applicants must provide law enforcement, corrections, or judicial services.
- 3) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas

Request for Applications – Justice Assistance Grant Programs

Department of Public Safety for calendar years 2009 through 2013. This requirement must be met by August 1, 2015.

- 4) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.
- 5) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
- 6) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/> and maintain an active registration throughout the grant period.

Project Period: Grant-funded projects must begin on or after October 1, 2015, and expire on or before September 30, 2016. Grant-funded equipment only projects are generally awarded for a six month grant period. CJD will consider any other proposed changes to the start or end dates on a case-by-case basis.

Application Process: Applicants must access CJD's grant management website at <https://eGrants.governor.state.tx.us> to register and apply for funding.

Preferences: Preference will be given to programs addressing one or more of the following areas which are listed in order of priority:

- 1) Crime Data – Enhancements to records management systems to allow local law enforcement to contribute appropriate data: a) to the National Data Exchange (N-DEx) through the Texas Data Exchange (TDEx) application hosted by the Texas Department of Public Safety (DPS), or b) to the National Incident-Based Reporting System (NIBRS) through the Uniform Crime Reporting section at DPS. (NOTE: Units of local government providing law enforcement services are encouraged to take advantage of funding under this priority. It is anticipated that NIBRS reporting will become mandatory for larger jurisdictions.);
- 2) Mental Health – Specialized training to increase the number of mental health officers and the ability of law enforcement to work with individuals diagnosed with mental illness;
- 3) Trafficking – Projects that disrupt drug and human trafficking including areas along and near major state corridors;
- 4) System Improvements – Projects that promote the efficiency and effectiveness of law enforcement agencies and prosecutor offices; and
- 5) Innovative or Evidence Based Programs – Projects that reduce crime and violence in areas with high crime rates or organized criminal activity.

Closing Date for Receipt of Applications: All applications must be certified via CJD's grant management website on or before February 27, 2015.

Selection Process:

- 1) For eligible local and regional projects:
 - a) Applicants are responsible for contacting their applicable regional council of governments (COG) regarding their application. Each of Texas' 24 COG's holds its own application workshops and facilitates application prioritization for certain programs within its region.
 - b) Applications will be forwarded by CJD to the appropriate COG.
 - c) The COG's criminal justice advisory committee will prioritize all eligible applications based on state priorities, identified community priorities, cost and program effectiveness.
 - d) CJD will accept priority listings that are approved by the COG's executive committee.
 - e) CJD will make all final funding decisions based on eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.
- 2) For state discretionary projects, applications will be reviewed by CJD staff members or a review group selected by the executive director. CJD will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

Contact Information: If additional information is needed, contact the eGrants help desk at eGrants@governor.state.tx.us or (512) 463-1919.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 02/16/2015

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5941**

Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for an Annual Supply of Chemicals for the Sherman Water Treatment Plant

Issue:

To consider awarding contracts to multiple vendors for an annual supply of chemicals to be used at the Sherman Water Treatment Plant

Background:

In accordance with Texas purchasing laws, the City solicited bids from various chemical vendors for the annual supply of chemicals for our water operations. This year, the City received bids from sixteen (16) vendors. In order to gain maximum benefit for the City, each type of chemical is considered separately for awarding purposes; thus, the staff will recommend awarding contracts to seven (7) different vendors based on the lowest price for each of the commodities. Attached is a summary of the chemical vendors' pricing by commodity.

Origination:

Department of Utilities

Financial Consideration:

Funding is available in the water production budget for fiscal year (FY) 2014-2015 for the purchase of these chemicals.

Staff Recommendation:

It is recommended that the Council award the contracts for chemicals to the vendors as identified in the attached pricing summary.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5941

Chemical Bid Tabulation

Brenntag Southwest, Inc. Supply Contract

Pennco, Inc Supply Contract

DPC Industries, Inc Supply Contract

Univar USA, Inc Supply Contract

Chemtrade Chemicals US, LLC Supply Contract

FSTI, Inc Supply Contract

Southwest Chemical Services Contract

RESOLUTION NO. 5941

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR AN ANNUAL SUPPLY OF CHEMICALS FOR THE SHERMAN WATER TREATMENT PLANT; 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 bids are hereby awarded to Brenntag Southwest, Inc., Pennco, Inc., DPC Industries, Inc., Univar USA, Inc., Chemtrade Chemicals US, LLC, Southwest Chemical Services, Inc., and FSTI, Inc. for an annual supply of chemicals to be used at the Sherman Water Treatment Plant in accordance with the City's specifications; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute contracts of sale with Brenntag Southwest, Inc., Pennco, Inc., DPC Industries, Inc., Univar USA, Inc., Chemtrade Chemicals US, LLC, Southwest Chemical Services, Inc., and FSTI, Inc. for said annual supply of chemicals to be used at the Sherman Water Treatment Plant, in accordance with the terms and provisions of the contract documents to be attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
CAROLYN S. WACKER, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM.
AND CONTENT:**

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

City of Sherman
Water Treatment Chemical Bid Tabulation
January 20, 2015; 10:00 AM

Bidder	1		2		3		4		5		6		7		8		9		10	
	per unit	total cost	per unit	total cost	per unit	total cost	per unit	total cost	per unit	total cost	per unit	total cost	per unit	total cost	per unit	total cost	per unit	total cost	per unit	total cost
Southern Ionics, Inc.	-	-	-	-	1.4000	7,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Brenntag	-	-	623.7500	31,187.50	-	-	2.1940	8,776.00	-	-	0.7885	63,080.00	0.9609	67,263.00	-	-	0.3988	6,380.80	6.7820	41,031.10
Chemrite	-	-	-	-	-	-	2.4800	9,920.00	-	-	0.8170	65,360.00	-	-	-	-	-	-	7.2360	43,777.80
Pennco, Inc.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maverick Logistics	-	-	-	-	0.2000	1,000.00	-	-	0.2100	14,700.00	0.1400	11,200.00	0.1400	9,800.00	-	-	0.1400	2,240.00	-	-
Chameleon Industries, Inc.	-	-	-	-	-	-	-	-	-	-	-	-	0.5980	41,860.00	-	-	-	-	-	-
DPC Industries, Inc.	88.5000	76,110.00	699.0000	31,950.00	-	-	-	-	-	-	0.8270	66,160.00	-	-	-	-	-	-	-	-
Key Chemicals, Inc.	-	-	-	-	-	-	-	-	1.4440	101,080.00	-	-	-	-	4.1950	20,975.00	-	-	-	-
Petra Chemical Company	-	-	-	-	-	-	-	-	-	-	0.7880	63,040.00	-	-	-	-	-	-	-	-
Affinity Chemical	-	-	-	-	-	-	-	-	-	-	-	-	0.5491	38,437.00	-	-	-	-	-	-
Univar USA, Inc.	-	-	-	-	-	-	3.7990	15,196.00	1.3500	94,500.00	0.9027	72,216.00	-	-	-	-	0.1800	2,880.00	-	-
Harcros Chemicals	-	-	-	-	-	-	-	-	2.2200	155,400.00	-	-	-	-	3.0240	15,120.00	-	-	-	-
Chemtrade Chemicals	-	-	-	-	-	-	4.4500	17,800.00	-	-	1.3600	108,800.00	0.5261	36,827.00	-	-	-	-	6.4500	39,022.50
SW Chemical Services, Inc.	-	-	-	-	1.3540	6,770.00	2.3300	9,320.00	-	-	-	-	-	-	-	-	-	-	-	-
GEO Specialty Chemicals	-	-	-	-	-	-	-	-	-	-	-	-	1.1750	82,250.00	-	-	-	-	-	-
FSTI, Inc.	-	-	-	-	-	-	-	-	1.8700	130,900.00	0.7880	63,040.00	-	-	-	-	-	-	-	-

SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and Brenntag Southwest, Inc., hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as Liquid Chlorine (1-ton containers) and Potassium Permanganate for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 16, 2015, and ending on February 15, 2016.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 20, 2015 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, 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 agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

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 be assigned without such consent (except to the extent that the effect 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.

Severability. Any provision or part of this Contract that 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 SUPPLIER, 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.

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 the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

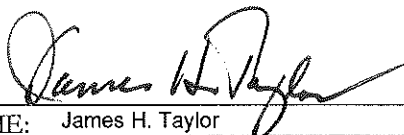
Notices under this Agreement. All notices under this Agreement require written notice delivered to CITY or SUPPLIER at the address indicated on this agreement or as otherwise noticed by the party in writing.

Applicable Laws and Venue. This agreement 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 SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the 29th day of January 2015.

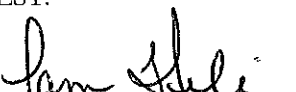
SUPPLIER:
Brenntag Southwest, Inc.

CITY:
CITY OF SHERMAN, TEXAS

BY: 
NAME: James H. Taylor
TITLE: President
ADDRESS: 704 E. Wintergreen Road
Lancaster, TX 75134

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

ATTEST:

BY: 
NAME: Pam Helin
TITLE: Executive Assistant

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

APPROVED:

BRANDON SHELBY
CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/2015

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 424780*ALL-GAW-15-16	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED BRENNITAG SOUTHWEST, INC. 704 EAST WINTERGREEN ROAD LANCASTER, TX 75134	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Insurance Company Of The State Of PA	NAIC # 19429
	INSURER B: Greenwich Insurance Company	22322
	INSURER C: XL Specialty Insurance Company	37885
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CLE-004197622-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			GL 0696955	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			RAD943713310	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RWR943509010 (WI) RWD943509110 (AOS) RWD943544101 (AK)	01/01/2015 01/01/2015 01/01/2015	01/01/2016 01/01/2016 01/01/2016	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CITY OF SHERMAN IS INCLUDED AS ADDITIONAL INSURED EXCEPT FOR WORKERS COMPENSATION, WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER CITY OF SHERMAN ATTN: CRAIG LONG PO BOX 1106 SHERMAN, TX 75091	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and Pencco, Inc., hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as _____ for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 16, 2015, and ending on February 15, 2016.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 20, 2015 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, 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 agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

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 be assigned without such consent (except to the extent that the effect 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.

Severability. Any provision or part of this Contract that 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 SUPPLIER, 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.

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 the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

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

Applicable Laws and Venue. This agreement 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 SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2015.

SUPPLIER:

Pencco, Inc.

CITY:
CITY OF SHERMAN, TEXAS

BY: *R. L. Horne* BY: _____
NAME: R. L. Horne _____
TITLE: President _____
ADDRESS: P.O. Box 600, San Felipe, TX 77473 _____

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

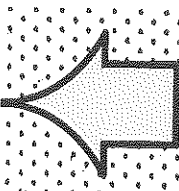
ATTEST:

ATTEST:

BY: *Aline Horne* BY: _____
NAME: Aline Horne _____
TITLE: Secretary _____
LINDA ASHBY,
CITY CLERK

APPROVED:

BRANDON SHELBY
CITY ATTORNEY



SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and DPC Industries Inc, hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as Liquid Chlorine 150 lb cylinders for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 16, 2015, and ending on February 15, 2016.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 20, 2015 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, 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 agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

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 be assigned without such consent (except to the extent that the effect 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.

Severability. Any provision or part of this Contract that 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 SUPPLIER, 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.

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 the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

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

Applicable Laws and Venue. This agreement 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 SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2015.

SUPPLIER:

Mark Watson

CITY:

CITY OF SHERMAN, TEXAS

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

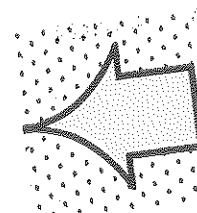
ATTEST:

ATTEST:

BY: _____ BY: _____
NAME: _____ LINDA ASHBY,
TITLE: _____ CITY CLERK

APPROVED:

BRANDON SHELBY
CITY ATTORNEY



SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and Univer USA, Inc., hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as Sodium Chloride and HCl for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 16, 2015, and ending on February 15, 2016.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 20, 2015 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, 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 agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

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 be assigned without such consent (except to the extent that the effect 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.

Severability. Any provision or part of this Contract that 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 SUPPLIER, 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.

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Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

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

Applicable Laws and Venue. This agreement 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 SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2015.

SUPPLIER:

Univar USA, Inc

CITY:

CITY OF SHERMAN, TEXAS

BY: Shawna M. McCarthy BY: _____
NAME: Shawna M. McCarthy GEORGE OLSON,
TITLE: Municipal Business Manager CITY MANAGER
ADDRESS: 9201 S. 212th 220 W. MULBERRY
Kent, WA 98032 SHERMAN, TEXAS, 75090

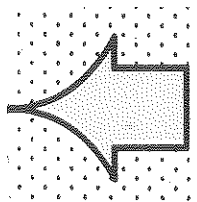
ATTEST:

ATTEST:

BY: Michelle Wick BY: _____
NAME: Michelle Wick LINDA ASHBY,
TITLE: Municipal Specialist CITY CLERK

APPROVED:

BRANDON SHELBY
CITY ATTORNEY





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/28/2015

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

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

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED UNIVAR USA INC 17425 NE Union Hill Road Redmond WA 98052-3375 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: New Hampshire Ins Co		23841
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier:

COVERAGES

CERTIFICATE NUMBER: 570056710459

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		GL2802979 SIR applies per policy terms & conditions	03/01/2014	03/01/2015	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY		CA 4806893 Commercial Auto (AOS)	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000
A	☒ ANY AUTO		CA 4806894 Commercial Auto (MA)	03/01/2014	03/01/2015	BODILY INJURY (Per person)
A	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		CA 4806895 Commercial Auto (VA)	03/01/2014	03/01/2015	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION					EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC001591220 (AOS) WC001591223 (MA, ND, WI, WY)	03/01/2014	03/01/2015	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570056710459

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Supply & Delivery of Hydrochloric Acid & Sodium Chloride, Location: WTP - 243 La Cima, Sherman, TX 75091, Contract number: 2015-01. City of Sherman, its Directors, Officers, employees and authorized volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. The Insured is self-insured for physical damage to their vehicles.

CERTIFICATE HOLDER**CANCELLATION**

City of Sherman Attn: Craig Long 405 N. Ruck Street Sherman TX 75090 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED UNIVAR USA INC	
POLICY NUMBER See Certificate Number: 570056710459			
CARRIER See Certificate Number: 570056710459	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
A				CA 4806890 Truckers Liability (AOS)	03/01/2014	03/01/2015	Combined Single Limi \$5,000,000
A				CA 4806891 Truckers Liability (MA)	03/01/2014	03/01/2015	
A				CA 4806892 Truckers Liability (VA)	03/01/2014	03/01/2015	
	WORKERS COMPENSATION						
A		N/A		WC01591222 (CA, OH, OR, WA) SIR applies per policy terms & conditions	03/01/2014	03/01/2015	
B		N/A		WC001591221 (FL)	03/01/2014	03/01/2015	
B		N/A		WC012948466 (IL, KY, NC, NH, UT)	03/01/2014	03/01/2015	
B		N/A		WC012948467 (AK, AZ, GA)	03/01/2014	03/01/2015	
B		N/A		WC012948468 (NJ, PA)	03/01/2014	03/01/2015	

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED
TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST UNDER ANY CONTRACT
OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of
Rights Of Recovery Against Others To Us of Sec-
tion IV - Conditions:

We waive any right of recovery we may have
against the person or organization shown in the
Schedule above because of payments we make for
injury or damage arising out of your ongoing opera-
tions or "your work" done under a contract with
that person or organization and included in the
"products-completed operations hazard". This
waiver applies only to the person or organization
shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2014 forms a part of

policy No. GL 280-29-79 issued to UNIVAR USA INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.


Authorized Representative or
Countersignature (In States Where
Applicable)

SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and CHEMTRADE CHEMICALS US LLC, hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as ALUMINUM SULFATE AND LIQUID COPPER SULFATE for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 16, 2015, and ending on February 15, 2016.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 20, 2015 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, 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 agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

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 be assigned without such consent (except to the extent that the effect 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.

Severability. Any provision or part of this Contract that 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 SUPPLIER, 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.

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 the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

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

Applicable Laws and Venue. This agreement 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 SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2015.

SUPPLIER:
CHEMTRADE CHEMICALS US LLC

CITY:
CITY OF SHERMAN, TEXAS.

BY: Paul Kachhia Patel

NAME: PARUL KACHHIA-PATEL
TITLE: MARKETING SPECIALIST
ADDRESS: 90 EAST HALSEY ROAD
PARSIPPANY, NEW JERSEY 07054

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

ATTEST:

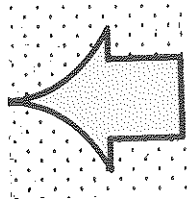
ATTEST:

BY: Elizabeth Ryno
NAME: ELIZABETH RYNO
TITLE: MARKETING SPECIALIST

BY: _____
LINDA ASHBY,
CITY CLERK

APPROVED:

BRANDON SHELBY
CITY ATTORNEY





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2015

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

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

PRODUCER Marsh Canada Limited 161 Bay Street, Suite 1400 Toronto, Ontario M5J 2S4	CONTACT NAME: Matthew Barnard		
	PHONE (A/C, No, Ext): 416 868 2132	FAX (A/C, No): 416 868 7360	
	EMAIL ADDRESS: Matthew.barnard@marsh.com		
INSURED Chemtrade Chemicals US LLC 90 East Halsey Road Parsippany, NJ 07054	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allianz Global Risk US Insurance Company		35300
	INSURER B: Liberty Mutual Insurance Company		23043
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER: CGL-Auto-WC-2014-619****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Retention \$100,000 per occur ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			CGL2005016	5/1/2014	5/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ ☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 100,000			AS1-B71-072790-064 (TX) AS1-B71-072790-054 (AOS) AS1-B71-072790-074 (CA)	5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO (MANDATORY IN NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	All States except Wisconsin: WA2-B7D-072790-084 Wisconsin: WC1-B71-072790-014	5/1/2014	5/1/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability CGL2005016, policy was placed by Seabury & Smith, Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to these placements which are indicated here for your convenience.

CGL policy includes Blanket Additional Insured & Waiver of Transfer of Rights of Recovery Against others to us - where required by written contract and Blanket 30 days notice of Cancellation to entities other than an insured by email where required by written contract.

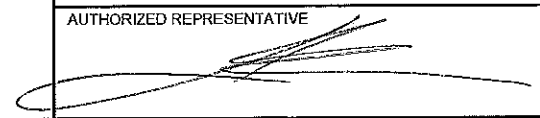
Auto policy includes Blanket Additional Insured & Waiver of Transfer of Rights of Recovery Against others to us - where required by written contract

The above policies are primary & Non-contributory where required by written contract.

Bid: 2015-01 - Annual Requirements for Water Treatment Chemicals: Aluminum Sulfate & Liquid Copper Sulfate

CERTIFICATE HOLDERCity of Sherman
405 N. Rusk Street
Sherman TX 75090**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE


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AGENCY CUSTOMER ID:
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh Canada Limited		NAMED INSURED Chemtrade Chemicals US LLC 90 East Halsey Road Parsippany, NJ 07054	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

WC policies effective 5/1/14-5/1/15

Deductible Policy – All States except Wisconsin: WA2-B7D-072790-084

Guaranteed Cost Policy – Wisconsin only : WC1-B71-072790-014

Blanket Waiver of our Right to Recover from others Endorsement – Not applicable in the state of New Jersey – where required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2015

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PRODUCER Marsh Canada Limited 161 Bay Street, Suite 1400 Toronto, Ontario M5J 2S4	CONTACT NAME: Matthew Barnard		
	PHONE (A/C, No, Ext): 416 868 2132	FAX (A/C, No): 416 868 7360	
	EMAIL ADDRESS: Matthew.barnard@marsh.com		
INSURED Chemtrade Chemicals US LLC 90 East Halsey Road Parsippany, NJ 07054	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allianz Global Risk US Insurance Company		35300
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	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** CGL-Auto-WC-2014-619**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Retention \$100,000 per occur ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			CGL2005016	5/1/2014	5/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ ☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 100,000			AS1-B71-072790-064 (TX) AS1-B71-072790-054 (AOS) AS1-B71-072790-074 (CA)	5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO (MANDATORY IN NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	All States except Wisconsin: WA2-B7D-072790-084 Wisconsin: WC1-B71-072790-014	5/1/2014	5/1/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability CGL2005016, policy was placed by Seabury & Smith, Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to these placements which are indicated here for your convenience.

CGL policy includes Blanket Additional Insured & Waiver of Transfer of Rights of Recovery Against others to us - where required by written contract and Blanket 30 days notice of Cancellation to entities other than an insured by email where required by written contract.

Auto policy includes Blanket Additional Insured & Waiver of Transfer of Rights of Recovery Against others to us - where required by written contract

The above policies are primary & Non-contributory where required by written contract.

Bid: 2015-01 - Annual Requirements for Water Treatment Chemicals: Aluminum Sulfate & Liquid Copper Sulfate

CERTIFICATE HOLDERCity of Sherman
405 N. Rusk Street
Sherman TX 75090**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID:
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh Canada Limited		NAMED INSURED Chemtrade Chemicals US LLC 90 East Halsey Road Parsippany, NJ 07054	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

WC policies effective 5/1/14-5/1/15

Deductible Policy – All States except Wisconsin: WA2-B7D-072790-084

Guaranteed Cost Policy – Wisconsin only : WC1-B71-072790-014

Blanket Waiver of our Right to Recover from others Endorsement – Not applicable in the state of New Jersey – where required by written contract.

SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and FSTI, Inc, hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as 25% Sodium Hydroxide for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 16, 2015, and ending on February 15, 2016.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 20, 2015 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, 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 agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

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 be assigned without such consent (except to the extent that the effect 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.

Severability. Any provision or part of this Contract that 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 SUPPLIER, 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.

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 the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

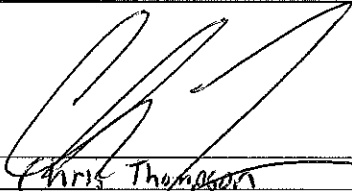
Notices under this Agreement. All notices under this Agreement require written notice delivered to CITY or SUPPLIER at the address indicated on this agreement or as otherwise noticed by the party in writing.

Applicable Laws and Venue. This agreement 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 SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2015.

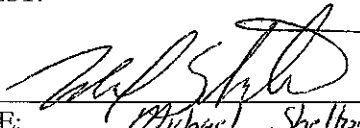
SUPPLIER: FSTI, Inc

CITY:
CITY OF SHERMAN, TEXAS

BY:  BY: _____
NAME: Chris Thompson NAME: GEORGE OLSON,
TITLE: COO TITLE: CITY MANAGER
ADDRESS: 6300 Bridgepoint Pkwy _____ 220 W. MULBERRY
Austin, TX 78730 SHERMAN, TEXAS, 75090

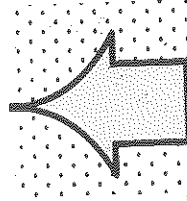
ATTEST:

ATTEST:

BY:  BY: _____
NAME: Michael Shelton NAME: LINDA ASHBY,
TITLE: Product Manager TITLE: CITY CLERK

APPROVED:

BRANDON SHELBY
CITY ATTORNEY



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2015

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

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

PRODUCER Wortham Insurance & Risk Mgmt. 221 West 6th Street, Suite 1400 Austin, TX 78701 512 453-0031		CONTACT NAME: Shannon McBride PHONE (A/C, No, Ext): 512 453-0031 FAX (A/C, No): 512 453-0041 E-MAIL ADDRESS: shannon.mcbride@worthaminsurance.com	
INSURED FSTI, Inc. S Logistics, Inc. 6300 Bridge Point Pkwy., Suite 1-200 Austin, TX 78730		INSURER(S) AFFORDING COVERAGE INSURER A: AIG Specialty Insurance Company INSURER B: Texas Mutual Insurance Company INSURER C: Commerce and Industry Insurance INSURER D: Argonaut Insurance Company INSURER E: INSURER F:	NAIC # 26883 22945 19410 19801

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

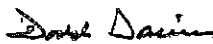
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		EG2331235	04/12/2014	04/12/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		EGA5677856	04/12/2014	04/12/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		EGU5677841	04/12/2014	04/12/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TSF0001187219 (TX) WC927898299454	04/12/2014	04/12/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Legal Product Recall		EG2331235 EG2331235	04/12/2014 04/12/2014	04/12/2015 04/12/2015	\$1,000,000 \$250,000

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

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder when there is a written contract between the named insured and the certificate holder requiring additional insured status.

The Business Auto Policy includes a blanket automatic additional insured endorsement (provision) that (See Attached Descriptions)

CERTIFICATE HOLDER City of Sherman Water Production Dept. PO Box 1106 Sherman, TX 75091	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

DESCRIPTIONS (Continued from Page 1)

provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability Policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The Business Auto Policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The Workers Compensation Policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability policy contains a special endorsement with Primary and Noncontributory wording.

Umbrella is excess over the General Liability, Automobile and Workers Compensation referenced on attached certificate.

SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and _____ Southwest Chemical Services, Inc., hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as Ammonium Hydroxide for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 2, 2015, and ending on February 1, 2016.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 20, 2015 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, 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 agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

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 be assigned without such consent (except to the extent that the effect 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.

Severability. Any provision or part of this Contract that 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 SUPPLIER, 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.

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 the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

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

Applicable Laws and Venue. This agreement 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 SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2015.

SUPPLIER:

SOUTHWEST CHEMICAL SERVICES, INC.

BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____

CITY:

CITY OF SHERMAN, TEXAS

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

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

APPROVED:

BRANDON SHELBY,
CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2015 2/6/2015

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co Pittsburgh PA INSURER B: New Hampshire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 1066143 AIRGAS SPECIALTY PRODUCTS, INC. 2530 SEVER RD SUITE #300 LAWRENCEVILLE GA 30043	NAIC # 19445 23841

COVERAGES AIRIN01 CERTIFICATE NUMBER: 13346560 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	N	GL1903210	12/17/2014	12/17/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/PROP AGG \$ 5,000,000 \$
A A A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS	N	N	CA9701079 (AOS) CA9701078 (MA) CA9701077 (VA)	12/17/2014 12/17/2014 12/17/2014	12/17/2015 12/17/2015 12/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	N	19661730	12/17/2014	12/17/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC001591803 (FL) WC029342296 (CA) WC029342298 (AOS) WC029342300	12/17/2014 12/17/2014 12/17/2014 12/17/2014	12/17/2015 12/17/2015 12/17/2015 12/17/2015	☒ PER STATUTE 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF SHERMAN TEXAS WATER TREATMENT PLANT IS INCLUDED AS AN ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY IN ACCORDANCE WITH POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER

13346560

City of Sherman Texas Water Treatment Plant
243 LaCima Road
Sherman, TX 75092

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M. Amell

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SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 5.

Meeting Date: 02/16/2015

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

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5942

Awarding a Bid to and Authorizing Execution of a Contract with SF Landscaping for the 2015 Public Works Mowing Program

Issue:

To consider awarding a bid to and authorizing execution of a contract with SF Landscaping of Denison, Texas for the annual mowing of street rights-of-way and other City properties

Background:

A request for the 2015 street rights-of-way and field mowing bids was made and, on February 5, 2015, two (2) bids were received and opened. SF Landscaping of Denison, Texas was the low responsive bidder. The work was bid as an annual contract with the option for two (2) additional one (1) year renewals, contingent upon approval of funds by the City Council for those respective budget years and the desire of the City to extend the contract. The contract is for an annual amount of \$41,110.00 and allows the City flexibility in the total cost by managing mowing cycles based on weather and budget constraints.

Origination:

Department of Public Works

Financial Consideration:

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

Staff Recommendation:

Award the bid and authorize the City Manager to execute a contract with SF Landscaping of Denison, Texas.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5942

SF Landscaping 2015 Mowing Contract

Bid Tabulation

RESOLUTION NO. 5942

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SF LANDSCAPING FOR THE 2015 PUBLIC WORKS MOWING PROGRAM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That SF Landscaping of Denison, Texas, is hereby awarded the City of Sherman's 2015 Public Works Mowing Program, in accordance with all bid documentation attached hereto and incorporated herein for all purposes.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with SF Landscaping for the 2015 Public Works Mowing Program, in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

CONTRACT
AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Sherman, of the County of Grayson and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and SF LANDSCAPING, City of Denison, County of Grayson, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees to provide mowing services to OWNER pertaining to the properties outlined in:

“EXHIBIT B”

under the terms as stated in the REQUEST FOR PROPOSAL MOWING SERVICES; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide the mowing service, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders printed or written explanatory matter thereof, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

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

The OWNER agrees to pay the CONTRACTOR the PER MOW price in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the Proposal Terms, and to make payments of account thereof as provided therein.

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

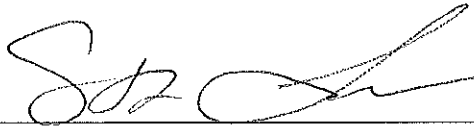
OWNER:

CONTRACTOR:

CITY OF SHERMAN

SF LANDSCAPING

By: _____
George Olson, City Manager

By: 
Stephen Fulenchek, Owner

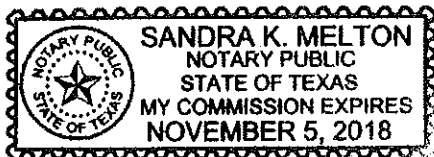
ATTEST:

By: _____
Linda Ashby, City Clerk

ACKNOWLEDGMENT:

Before me, Sandra K. Melton, on this day personally appeared Mr. Stephen Fulenchek, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of February, 2015.




Notary Public's Signature

Approved as to form and content:

Brandon S. Shelby, City Attorney

REQUEST FOR PROPOSAL MOWING SERVICES

for

The City of Sherman, Texas

Prepared By:

City of Sherman
Parks & Recreation Department
1002 N. Music
Sherman, Texas 75091-1106
Kevin Winkler
Parks & Recreation Director
(903) 892-7344

REQUEST FOR PROPOSAL

January 8, 2015

The City of Sherman, Texas is issuing a Sealed Request for Proposal (RFP) for Mowing Services for various locations.

Sealed Proposals: Independent Contractor will deliver two (2) originals to the following address:

City of Sherman
Parks & Recreation Department
1002 N Music
Sherman, Texas 75090

By: 3:00 pm on Thursday, Feb. 4th, 2015

~~Proposals received after the above cited time will be considered a late bid and are not acceptable.~~

When preparing and submitting your bid:

- Please make sure the envelope or package is clearly marked "SEALED RFP Mowing Services".
- Please direct specific questions for Exhibit "A" to Kevin Winkler, Parks and Recreation Director, (903) 892-7344
- Please direct specific questions for Exhibit "B" to Jim Cross, Asst. Director of Public Works, (903) 892-7314

Thank you for your interest.

RFP MOWING SERVICES AT VARIOUS LOCATIONS

I. PROPOSAL

Definitions:

"City" is the City of Sherman, Texas.

"Bidder" is an individual or business submitting a bid to the City of Sherman.

"Independent Contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal: The City of Sherman has various locations requiring mowing services, as described on the attached Exhibit "A", "City Mowing Parks List" and Exhibit "B", "City ROW (Right of Way) Master List".

Proposal Terms:

- A. The City of Sherman reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Independent Contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The city does not intend to award a contract fully on the basis of any response made to the proposal; the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with that independent contractor whose proposal is deemed to best meet the City's specifications and needs.
- B. Proposals must be signed by an official authorized to bind the Independent Contractor to its provisions for at least a period of 60 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The entire proposal document, with any amendments, should be returned in triplicate. To be considered, the original proposal and two copies must be at the Parks & Recreation Office on or before the date and time specified.
- D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the independent contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- E. The price quotations stated in the bid sheet will not be subject to any price increase from the date on which the proposal is opened at the Parks & Recreation Office to the mutually agreed to date of contract.
- F. The City of Sherman reserves the right to increase or decrease the number of mowing cycles based upon weather conditions, annual budget constraints, or fifteen (15) days notice.

- G. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

II. PROPOSAL RFP SPECIFICATIONS

The proposal should include all the following information:

- A. Independent Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.
- B. Bank references with name and phone number of contact person.
- C. At least three (3) current references of lawn and mowing maintenance agreements covering similar services listed in the proposal. Include company name, contact name and phone number.

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. A copy of the City of Sherman's standard contract for services agreement is attached for review. The following is a summary of the general terms and contract provisions that apply to all independent contractors of service to the City of Sherman:

GENERAL TERMS - INDEPENDENT CONTRACTOR RESPONSIBILITIES

- A. The Independent Contractor is to report to the appropriate City Facility Manager (depending upon the site(s) being mowed) and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- B. All reports, estimates, memoranda and documents submitted by the Independent Contractor must be dated and bear the Independent Contractor's name and be submitted to the appropriate City Facility Manager.
- C. All reports made in connection with these services are subject to review and final approval by the City Facility Manager and finance Office.
- D. The city may review and inspect the Independent Contractor's activities during the term of this Contract.
- E. If applicable, the Independent Contractor shall submit a final, written report to the appropriate city Facility manager.
- F. After reasonable notice to the Independent Contractor, the City may review any of the independent contractor's internal records, reports, or insurance policies.

- G. The independent contractor will provide the required services personally and will not subcontract or assign the services without the City's prior written approval.
- H. The Independent Contractor will not hire any City employee for any of the required services without the City's prior written approval.
- I. The parties agree that the Independent Contractor is neither an employee nor an agent of the city for any purpose.

INDEMNIFICATION AGREEMENT

The Independent Contractor will protect, defend and indemnify the City of Sherman, its officers, agents, services, volunteers and employees from any and all liabilities, claims, liens, fines, demands, and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Independent Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the City of Sherman in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance, or non-performance of work in connection with this Contract resulting in whole or in part from negligent acts or omissions of Independent Contractor, and sub-contractor, or any employee, agent or representative of the Independent Contractor or any subcontractor.

INSURANCE REQUIREMENTS

- A. Commercial General Liability insurance with a limit of not less than \$2,000,000.
- B. Auto Liability insurance with a limit of not less than \$1,000,000 for each accident.
- C. All insurance policies shall be written with insurers that are licensed to write insurance coverage in the State of Texas and who have consistently maintained an AM Best Rating of A-, A, A+ or A++ since January 1, 2003.
- D. Independent Contractor shall furnish the City of Sherman City Clerk's Office with certification of insurance evidencing such coverages and endorsements at least ten (10) working days prior to commencement of services under this Contract.
Certificates of insurance shall be addressed to:

Linda Ashby
Sherman City Clerk

P.O. Box 1106
Sherman, Texas 75091-1106
Attn: Annual Mowing Contract

Please note that Independent Contractor shall provide 30-day written notice the certificate holder of cancellation of insurance coverage.

COMPLIANCE WITH LAWS AND REGULATIONS

The Independent Contractor will comply with all federal, state and local regulations, including, but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

INTEREST OF INDEPENDENT CONTRACTOR AND CITY OF SHERMAN

The Independent Contractor promises that it has no interest which would conflict with the performance of this Contract, no officer, agency, employee of the City of Sherman, or member of its governing body, may participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

CONTINGENT FEES

The Independent Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Independent Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Independent Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach of this promise, the City may cancel this Contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the independent contractor.

EQUAL EMPLOYMENT OPPORTUNITY

The Independent Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Independent Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and

employees. All solicitations or advertisements for employees, placed by or on behalf of the Independent Contractor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

EQUAL ACCESS

The Independent Contractor shall provide the services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.

OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this Contract will be freely available to the public. None may be copyrighted by the Independent Contractor. During the performance of the services, the Independent Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this Contract by the Independent Contractor must reference the project sponsorship by the City of Sherman. Any publication of the information or results must be co-authored by the City.

ASSIGNS & SUCCESSORS

The Contract is binding on the City and the Independent Contractor, their successors and assigns. Neither the City nor the Independent Contractor will assign or transfer its interest in the Contract without the prior written consent of the other.

TERMINATION OF CONTRACT

In cases of termination without cause, either party may terminate the Contract by giving thirty (30) days written notice to the other party.

PAYROLL TAXES

The Independent Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the City and the Independent Contractor, will be incorporated into this Contract by written amendments signed by both parties.

CHOICE OF LAW AND FORUM

This Contract is to be interpreted by the laws of Texas. The parties agree that the proper forum for litigation arising out of this Contract is Grayson County, Texas.

EXTENT OF CONTRACT

This Contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

IV. TERMS AND CONDITIONS

Award: The City of Sherman reserves the right to reject any and all proposals received as a result of this RFP. If a proposal(s) is selected, it will be the most advantageous regarding price (low bid), quality of service, the Independent Contractors' qualifications and capabilities to provide the specified service, and other factors which the City may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal; the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the City's specifications and needs.

Term of Contract: The term of the Contract will be for a one (1) year term from the date of award. This Contract may be extended for years two (2) and three (3) with the same terms and conditions if the city and Independent Contractor agree. Notice of intent to renew would be issued in writing by the City of Sherman 30 days prior to the expiration date of the Contract.

V. GENERAL MOWING SPECIFICATIONS

Specifications for mowing include the following:

Finish Mowing Areas

- A. Grass to be mowed routinely an average height of 1 ½" to 2".
- B. Clippings to be blown off drives and walkways, but not into the street.
- C. Trimmings around all obstacles as needed.
- D. Edging (string) of curbs, drives, and walks will be performed each mowing cycle.
- E. Litter to be removed from area prior to mowing.
- F. Depending on the site, direction of mowing pattern to be altered on a regular basis to avoid worn spots.

Rough Mowing Areas

- A. Grass to be mowed routinely to maintain an average height of 6".
- B. Clippings to be blown off the drives and walkways, but not into the street.
- C. Edging (string) when curb and gutter street present.
- D. Edging (string) around utility poles, towers, and wires.
- E. Litter to be removed from area prior to mowing.

Field Mowing Areas

- A. Grass to be mowed routinely to maintain an average height of 6".
- B. Edging (string) around utility poles, towers, and wires.

Mowing Schedule

The mowing contract will begin on or near March 1 each year and continue through October 31st. The estimated number of mowing cycles is shown above for each mowing situation. Although the total number of mowing cycles each month is variable depending on location and weather conditions generally the Independent Contractor can plan for the following workload:

March	2 - 3 times
April, May, June	2 - 4 times
July, August	2 - 3 times
September	2 - 3 times
October	2 - 3 times

VI.I BID SHEET FOR EXHIBIT "A" PARKS MOWING

Finish Mowing Area:

\$ _____ / one mowing cycle for all sites

\$ _____ / acre

\$ _____ / year (16-24 total mowing cycles)

Rough Mowing Areas:

\$ _____ / one mowing cycle for all sites

\$ _____ / acre

\$ _____ / year (16-20 total mowing cycles)

Field Mowing Areas:

\$ _____ / one mowing cycle for all sites

\$ _____ / acre

\$ _____ / year (16-20 total mowing cycles)

Signature

Date

VI.II BID SHEET FOR EXHIBIT "B" ROW MOWING

Due to the nature of these locations, Exhibit "B" will be bid at a per mow price for each location listed. The mowing specifications, i.e., finish, rough etc. are shown in the exhibit.

For purposes of budget development and bid comparisons, the total bid for ROW mowing will be calculated using the location's per mow price X the total number of estimated mowings for the season (8 months). Each location's seasonal total will be added together for a Grand Total.

EXHIBIT B

2015 MASTER MOW LIST

MAP	Area	Notes	Company Name: SF Landscaping / Stephen Fulenchehek
5	Fire Tower and Gun Range (Field Mow minimum once per month)	Peris Maintenance Field Mow - Minimum ONE (1) per month	2419 S. East Street (REQUIRES NOTICE TO POLICE DISPATCH PRIOR TO MOW)
6	Cam Corner / College St and Travis - 2 Islands and College St ROW	Finish Mow - Minimum TWICE (2) Per Month	PID 7 15
7A-B	Airport - terminal grounds and inside of fence - weed eat along fence		Travis St. at Hwy. 75 and College St. between Travis and Sam Rayburn
8	Center St Underpass		Municipal Airport, 1200 S. Dewey
9	Grand Ave. median includes hard edging / weedeating curbs		Center St. at Hwy. 75
10	N Loy Lake and 82 ROW at Popeye's		Cherry St. to Carter and Richards to Tuck
11	Lamar St Underpass		From Popeye's bushes to Loy Lake
11	Houston St Underpass		Lamar at Hwy. 75
12	Hwy 75 & 82 ROW		Houston at Hwy. 75
13	Lamberth Rd. ROW / Medians - Shady Oaks and Norwood ROW		Hwy. 75 & 82
14	Moore St. median		From 1417 to city limit at Shady Oaks to Norwood St. to Lamberth
15	Park St. Underpass		300 Blk Moore St between Elm and Rusk
16	Pecan St. ROW		Park St. at Hwy. 75
17	Texoma Parkway median (Hard Edge / Weedeat curbs)		Pecan at Maxey (2 medians, rectangle and triangle properties)
18	Travis St. Underpass		Texoma Parkway medians south from approx. service road to 691
19	Washington St underpass and Island		Travis St. at Hwy. 75
20	Brockett St. ROW (includes weedeating and trimming crape myrtles)		Washington at Hwy 75 and Washington at Ely
21	Island		Along Brockett from Travis to Porter St.
22	Crockett St. Island / Travis St. Island		Rickets and Belden Intersection
24	Houston / Lamar Frontage Road		2000 Blk. S. Crockett St. where Crockett & Travis meet / Travis and Wilson
25	Park St. ROW 1417 to Moore		75 South exit 59 west side frontage rd to Results building
26	Washington St.		mow to and trim along back of fences
27A-D	Washington St.		East of 1417 to houses
28	Independence Dr., Peyton, Taylor, Loy Lake		West of 1417 to City Limits - Maps 27A,B,C,D
29	Cypress Grove Rd. / Rex Cruise ROW		Various streets at close proximity
30	Churchill and Marlborough lots and ROW		Cypress Grove Rd (1417 to Rex Cruise) Rex Cruise (Hwy 82 to N of Glasgow Dr)
31	Victory and Lamberth		Various lots and ROW at Marlborough
32	Center St. (all non maintained areas)		Corner lot
33A-D	Dewey Ave. / Ida Rd ROW		Center St. (Sam Rayburn to 1417)
34	Fallon Dr. ROW		Dewey Ave. (Airport S. to Ida Rd.) Ida Rd. (Dewey to First St)
35	First St. ROW (including mow back at all intersections)		Fallon (Theresa Dr. to Hwy. 75)
			First St. (Cherry St. to Hwy. 11)
			PID 35 150
			PID 36 50
			PID 37 60
			PID 38 75

10F2

36	Frisco Rd. ROW		Frisco Road (Broughton to Fallon behind Midway Mall)	39	80
37	Lambersh Rd and bridge		East of 1417 from Monte Cristo to east of bridge	40	45
38	North Creek ROW		N. creek (Travis to Town Center)	41	45
39	Travis St. ROW		S. Travis St. (Crockett south to bridge / state maintenance)	42	25
40	Travis St. ROW		N. Travis (Taylor to North Creek Dr)	43	50
41	ROW at King and at Wells		2 lots - (1) N of King (2) N of Wells	44	30
42A-B	OB Groner Rd ROW - WEST		East of Friendship to County Maintenance MAP 42A / Wisconsin Estates MAP 42B	45	55
43	Park Avenue ROW and Inwood Street		Medians, curve and Inwood property	46	55
44	Pecan - Kessler - Woods (Mow / weedeat as much drainage as possible)		1205 bounded by Pecan St., Woods St. and Kessler Blvd.	47	60
45	Gribble ST & Rosedale (Includes weedeat East side of Gribble drainage)		NW corner of airport property / Drainage between 165716 & 165717	48	20
46	W. Canyon Grove Rd and Cinema		Travis to Walmart parking lot / Cinema and service road to Travis	49	50
47	ROUGH MOW - Minimum THREE (3) Per Season				
48	Gallagher Rd. ROW		Gallagher (Frisco Rd. to Luther Knox) various undeveloped areas	50	50
49	Gribble St. ROW		Gribble (Rosedale Park south to Lake Ave)	51	40
50	Hickory St. ROW		Hickory (McClain St. to Hwy. 82)	52	45
51	Lake St. ROW		Lake St. various places from Ida Rd to Montgomery	53	40
52	Leslie lane ROW and Drainage Ditch		Leslie Lane (Patricia to Copley)	54	25
53	Little Lane ROW		Little Lane (Washington to Lamberth)	55	25
54	MOORE St. ROW		Moore St. (Bryant to 1417)	56	125
55	OB Groner Rd ROW - EAST		City limit west of Hwy 1417 east to Moore St	57	50
56	Friendship Rd. ROW		Friendship Rd. (Hwy. 56 to County Maint. Sign)	58	50
57	Howe Dr. ROW		Howe Dr (RR Tracks behind TYSON to water well)	59	45
58	Akers Rd. ROW		Akers Rd. (Sam Rayburn to RR tracks)	60	45
59	Monroe Ave		Open areas at Monroe from street to railroad along trees from Carr to Andrews	61	50
60	Ross St. ROW		Ross (North of Old Settler's Park to Baker)	62	80
61	Shepard Dr. West ROW		W. Shepard Dr. (S. Rayburn to Farmington Rd.)	63	80
62	Shepard Dr. East ROW		E. Shepard Dr. (S. Rayburn east to curve and south to RR)	64	50
63	Skaggs Rd. / Tuck ROW		Skaggs Rd (Hwy 82 to Tuck) Tuck (Skaggs to Ellington)	65	100
64	Baker Rd		Ross / Duke to HWY 82	66	40
	Throckmorton St. Dead End Lot		900 Blk. N. Throckmorton dead end at railroad tracks	67	20
65	Complaint Driven - Mow as noted				
66	Arizona St. ROW - ROUGH MOW		Arizona St. Drainage Easement along FM 1417 from S. Dakota St. to S. Carolina St.	68	35
67	Welcome to Sherman Flood-Bridge-E of creek - ROUGH MOW		1730 Houston/Lamar E of Sand Creek	69	15
68	Bello Vista & Dripping Springs - ROUGH MOW		E side of Bello Vista by cemetery	70	40
	FM 1417 and Redbud - FINISH MOW		N end of property at Redbud entrance	71	20

Example: Location 1 is estimated to be mowed 3 times per month. Location 2 is estimated to be mowed 2 times per month

Location 1's per mow price = \$50.00 X 24 = \$1,200.00

Location 2's per mow price = \$25.00 X 16 = \$400.00 Grand Total \$1,600

NOTE: The Grand Total in Exhibit "B" is not a guarantee of a minimum amount to be paid to the contractor. Variables such as weather conditions may impact the mowing frequency.

VI. SIGNATURE SHEET


Signature

SF Landscaping
Company Name

Stephen Fulenchek
Print Name

3115 Frances Ave
Company Address

Owner
Title

Denison, TX 75020
City, State and Zip Code

903-327-4266
Telephone Number

Fax Number

457-81-7144
Federal Tax ID Number

sflandscaping@ymail.com
URL/Email Address

The above individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

SF LANDSCAPING

3115 Frances Ave
Denison, Texas 75020
(903) 327-4266
SFLandscaping@ymail.com
www.SFLandscaping.net

SF Landscaping has been in business for approximately 6 years. We are a full service landscaping company with both residential and commercial accounts. We provide our customers with property maintenance, irrigation, fencing, and the design/planning of large and small landscaping projects. We have provided services for Lowes Home Improvement, Chase Bank, the cities of Denison and Sherman, several local school districts and governmental organizations, as well as numerous residential customers. We take great pride in our work and it shows in the level of excellence we provide our customers. We look forward to working with the city of Sherman again on this mowing contract.

SF Landscaping
Stephen Fulenchek (owner)
(903) 327-4266
SFLandscaping@ymail.com
www.SFLandscaping.net



Deposit Account Balance Summary

02/05/2015

Requestor information:

STEPHEN FULENCHEK DBA S F LANDSCAPING

3115 FRANCES DR
DENISON, TX 75020-7307

Summary of Deposit Account				
Account Number	Account Type	Open Date	Current Balance	Avg Balance (12 mos)
912188307	BusinessClassic	09/17/2010	\$11,051.79	\$7,278.00
Customer Information				
STEPHEN FULENCHEK		Sole Owner		
STEPHEN FULENCHEK		Signer		

Deposit Account Balance Summary request completed by:

JANICE C HENSLEE
(903) 465-3030
Denison

PLEASE NOTE THAT THE INFORMATION PROVIDED IN THIS LETTER WILL BE THE ONLY INFORMATION RELEASED BY JPMorgan Chase, N.A.

This letter is written as a matter of business courtesy, without prejudice, and is intended for the confidential use of the addressee only. No consideration has been paid or received for the issuance of this letter. The sources and contents of this letter are not to be divulged and no responsibility is to attach to this bank or any of its officers, employees or agents by the issuance or contents of the letter which is provided in good faith and in reliance upon the assurances of confidentiality provided to this bank. Information and expressions of opinion of any type contained herein are obtained from the records of this bank or other sources deemed reliable, without independent investigation, but such information and expressions are subject to change without notice and no representation or warranty as to the accuracy of such information or the reliability of the sources is made or implied or vouched in any way. This letter is not to be reproduced, used in any advertisement or in any way whatsoever except as represented to this bank. This bank does not undertake to notify of any changes in the information contained in this letter. Any reliance is at the sole risk of the addressee.

SF LANDSCAPING

3115 Frances Ave
Denison, Texas 75020
(903) 327-4266
SFLandscaping@ymail.com
www.SFLandscaping.net

February 4, 2015

Here are a few of my commercial references

References

Dominos Pizza
Sherman & Denison locations
Steve Palmer, owner
(903) 815-1407

K & P Liquor
Mr. Lee, owner
(903) 465-9322

Mr. Jims Pizza
Sherman
R & S Shah LLC, owner
(425) 885-3335

Liberty Car Wash (10 Locations)
Sherman/Denison/Bonham
Steve Palmer, owner
(903) 815-1407

City of Denison
Kyle D. Hockersmith
Assistant Public Works Director
Office (903) 465-2720

City of Sherman
Jim Cross
Assistant Director of Public Works
Office (903) 892-7314

Texoma Housing Partners (TCOG)
Bonham, Pottsboro, Bells, Savoy, Howe,
Ector, Trenton, Celeste, Windom, Ladonia,
Farmersville, Honey Grove, Tioga, Gunter,
Tom Bean, Princeton, Whitewright, Van Alstyne
Gary Edwards, Maint. Program Manager
(903) 815-4586

Comfort Inn Denison Texas
(903) 464-0340

Goins Lumber Company
Pottsboro & Sherman locations
Landon Goins, owner
(903) 814-4393

2015 MASTER MOW LIST "EXHIBIT B"		BID TABULATIONS 2/5/15								
MAP	Parks Maintenance FIELD Mow - Minimum ONE (1) per month		PID	MAP	Est Mow Per Month	Est Mow Per Season	GLOVER \$ Per Mow	GLOVER \$ Per Season	SF LANDSCAPING \$ Per Mow	SF LANDSCAPING \$ Per Season
5	Fire Tower and Gun Range (Field Mow minimum once per month)	2419 S. East Street (REQUIRES NOTICE TO POLICE DISPATCH PRIOR TO MOW)	7	5	1	8	\$ 100.00	\$ 800.00	\$ 75.00	\$ 600.00
	FINISH Mow - Minimum TWICE (2) Per month									
6	Cam Corner / College St and Travis - 2 islands and College St ROW	Travis St. at Hwy. 75 and College St. between Travis and Sam Rayburn	8	6	2	16	\$ 60.00	\$ 960.00	\$ 45.00	\$ 720.00
7A-B	Airport - terminal grounds and inside of fence - weed eat along fence	Municipal Airport, 1200 S. Dewey	9	7A-B	2	16	\$ 150.00	\$ 2,400.00	\$ 80.00	\$ 1,280.00
8	Center St.Underpass	Center St. at Hwy. 75	10	8	2	16	\$ 40.00	\$ 640.00	\$ 40.00	\$ 640.00
9	Grand Ave. median Includes hard edging / weedeating curbs	Cherry St. to Carter and Richards to Tuck	11	9	2	16	\$ 75.00	\$ 1,200.00	\$ 80.00	\$ 1,280.00
10	N Loy Lake and 82 ROW at Popeye's	From Popeye's bushes to Loy Lake	12	10	2	16	\$ 40.00	\$ 640.00	\$ 30.00	\$ 480.00
11	Lamar St.Underpass	Lamar at Hwy. 75	13	11	2	16	\$ 40.00	\$ 640.00	\$ 40.00	\$ 640.00
11	Houston St.Underpass	Houston at Hwy. 75	14	11	2	16	\$ 40.00	\$ 640.00	\$ 40.00	\$ 640.00
12	Hwy 75 & 82 ROW	Hwy. 75 & 82	15	12	2	16	\$ 125.00	\$ 2,000.00	\$ 125.00	\$ 2,000.00
13	Lamberth Rd. ROW / Medians - Shady Oaks and Norwood ROW	From 1417 to city limit at Shady Oaks to Norwood St. to Lamberth	16	13	2	16	\$ 100.00	\$ 1,600.00	\$ 70.00	\$ 1,120.00
14	Moore St. median	300 Blk Moore St.between Elm and Rusk	17	14	2	16	\$ 20.00	\$ 320.00	\$ 20.00	\$ 320.00
15	Park St. Underpass	Park St. at Hwy. 75	18	15	2	16	\$ 40.00	\$ 640.00	\$ 40.00	\$ 640.00
16	Pecan St. ROW	Pecan at Maxey (2 medians, rectangle and triangle properties)	19	16	2	16	\$ 50.00	\$ 800.00	\$ 50.00	\$ 800.00
17	Texoma Parkway median (Hard Edge / Weedeat curbs)	Texoma Parkway medians south from approx. service road to 691	20	17	2	16	\$ 550.00	\$ 8,800.00	\$ 500.00	\$ 8,000.00
18	Travis St. Underpass	Travis St. at Hwy. 75	21	18	2	16	\$ 40.00	\$ 640.00	\$ 40.00	\$ 640.00
19	Washington St underpass and Island	Washington at Hwy 75 and Washingtn at Ely	22	19	2	16	\$ 50.00	\$ 800.00	\$ 50.00	\$ 800.00
20	Brockett St. ROW (Includes weedeating and trimming crepe murtles)	Along Brockett from Travis to Porter St.	23	20	2	16	\$ 125.00	\$ 2,000.00	\$ 60.00	\$ 960.00
21	Island	Ricketts and Belden intersection	24	21	2	16	\$ 35.00	\$ 560.00	\$ -	\$ -
22	Crockett St. island / Travis St. island	2000 Blk. S. Crockett St. where Crockett & Travis meet / Travis and Wilson	25	22	2	16	\$ 30.00	\$ 480.00	\$ 20.00	\$ 320.00
24	Houston / Lamar Frontage Road	75 South exit 58 west side frontage rd to Results building	27	24	2	16	\$ 150.00	\$ 2,400.00	\$ 125.00	\$ 2,000.00
25	Park St. ROW 1417 to Moore	mow to and trim along back of fences	28	25	2	16	\$ 225.00	\$ 3,600.00	\$ 150.00	\$ 2,400.00
26	Washigton St.	East of 1417 to houses	29	26	2	16	\$ 50.00	\$ 800.00	\$ 45.00	\$ 720.00
27A-D	Washington St.	West of 1417 to City Limits - Maps 27A,B,C,D	30	27A-D	2	16	\$ 65.00	\$ 1,040.00	\$ 60.00	\$ 960.00
28	Independence Dr., Peyton, Taylor, Loy Lake	Various streets at close proximity	31	28	2	16	\$ 40.00	\$ 640.00	\$ 50.00	\$ 800.00
29	Cypres Grove Rd. / Rex Cruse ROW	Cypress Grove Rd (1417 to Rex Cruise) Rex Cruise (Hwy 82 to N of Glasgow Dr)	32	29	2	16	\$ 125.00	\$ 2,000.00	\$ 90.00	\$ 1,440.00
30	Churchill and Marlborough lots and ROW	Various lots and ROW at Marlborough	33	30	2	16	\$ 60.00	\$ 960.00	\$ 50.00	\$ 800.00
31	Hickory and Lamberth	Corner lot	34	31	2	16	\$ 20.00	\$ 320.00	\$ 20.00	\$ 320.00
	ROUGH Mow - Minimum ONE (1) per Month									
32	Center St. (all non maintained areas)	Center St. (Sam Rayburn to 1417)	35	32	1	8	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00
33A-D	Dewey Ave. / Ida Rd ROW	Dewey Ave.(Airport S. to Ida Rd.) Ida Rd. (Dewey to First St)	36	33A-D	1	8	\$ 50.00	\$ 400.00	\$ 50.00	\$ 400.00
34	Fallon Dr. ROW	Fallon (Theresa Dr. to Hwy. 75)	37	34	1	8	\$ 60.00	\$ 480.00	\$ 60.00	\$ 480.00
35	First St. ROW (including mow back at all intersections)	First St. (Cherry St. to Hwy. 11)	38	35	1	8	\$ 80.00	\$ 640.00	\$ 75.00	\$ 600.00
36	Frisco Rd. ROW	Frisco Road (Broughton to Fallon behind Midway Mall)	39	36	1	8	\$ 80.00	\$ 640.00	\$ 80.00	\$ 640.00
37	Lamberth Rd and bridge	East of 1417 from Monte Cristo to east of bridge	40	37	1	8	\$ 60.00	\$ 480.00	\$ 45.00	\$ 360.00
38	North Creek ROW	N. creek (Travis to Town Center)	41	38	1	8	\$ 70.00	\$ 560.00	\$ 45.00	\$ 360.00

39	Travis St. ROW	S. Travis St. (Crockett south to bridge / state maintenance)	42	39	1	8	\$ 45.00	\$ 360.00	\$ 25.00	\$ 200.00
40	Travis St. ROW	N. Travis (Taylor to North Creek Dr)	43	40	1	8	\$ 50.00	\$ 400.00	\$ 50.00	\$ 400.00
41	ROW at King and at Wells	2 lots - (1) N of King (2) N of Wells	44	41	1	8	\$ 60.00	\$ 480.00	\$ 30.00	\$ 240.00
42A-B	OB Groner Rd ROW - WEST	East of Friendship to County Maintenance MAP 42A / Wilsonwood Estates MAP 42B	45	42A-B	1	8	\$ 55.00	\$ 440.00	\$ 55.00	\$ 440.00
43	Park Avenue ROW and Inwood Street	Medians, curve and Inwood property	46	43	1	8	\$ 80.00	\$ 640.00	\$ 55.00	\$ 440.00
44	Pecan - Kessler - Woods (Mow / weedeat as much drainage as possible)	1205 bounded by Pecan St.,Woods St. and Kessler Blvd.	47	44	1	8	\$ 150.00	\$ 1,200.00	\$ 60.00	\$ 480.00
45	Gribble ST & Rosedale (Includes weedeat East side of Gribble drainage)	NW corner of airport property / Drainage between 165716 & 165717	48	45	1	8	\$ 45.00	\$ 360.00	\$ 20.00	\$ 160.00
46	W. Canyon Grove Rd and Cinema	Travis to Walmart parking lot / Cinema and service road to Travis	49	46	1	8	\$ 80.00	\$ 640.00	\$ 50.00	\$ 400.00
	ROUGH Mow - Minimum THREE (3) Per Season									
47	Gallagher Rd. ROW	Gallagher (Frisco Rd. to Luther Knox) various undeveloped areas	50	47		3	\$ 50.00	\$ 150.00	\$ 50.00	\$ 150.00
48	Gribble St. ROW	Gribble (Rosedale Park south to Lake Ave)	51	48		3	\$ 50.00	\$ 150.00	\$ 40.00	\$ 120.00
49	Hickory St. ROW	Hickory (McClain St. to Hwy. 82)	52	49		3	\$ 50.00	\$ 150.00	\$ 45.00	\$ 135.00
50	Lake St. ROW	Lake St. various places from Ida Rd to Montgomery	53	50		3	\$ 65.00	\$ 195.00	\$ 40.00	\$ 120.00
51	Leslie lane ROW and Drainage Ditch	Leslie Lane (Patricia to Copley)	54	51		3	\$ 50.00	\$ 150.00	\$ 25.00	\$ 75.00
52	Little Lane ROW	Little Lane (Washington to Lamberth)	55	52		3	\$ 50.00	\$ 150.00	\$ 25.00	\$ 75.00
53	Moore St. ROW	Moore St. (Bryant to 1417)	56	53		3	\$ 225.00	\$ 675.00	\$ 125.00	\$ 375.00
54	OB Groner Rd ROW - EAST	City limit west of Hwy 1417 east to Moore St	57	54		3	\$ 50.00	\$ 150.00	\$ 50.00	\$ 150.00
55	Friendship Rd. ROW	Friendship Rd.(Hwy. 56 to County Maint. Sign)	58	55		3	\$ 50.00	\$ 150.00	\$ 50.00	\$ 150.00
56	Howe Dr. ROW	Howe Dr (RR Tracks behind TYSON to water well	59	56		3	\$ 50.00	\$ 150.00	\$ 45.00	\$ 135.00
57	Akers Rd. ROW	Akers Rd. (SamRayburn to RR tracks)	60	57		3	\$ 60.00	\$ 180.00	\$ 45.00	\$ 135.00
58	Monroe Ave	Open areas at Monroe from street to railroad alongtrees from Carr to Andrews	61	58		3	\$ 50.00	\$ 150.00	\$ 50.00	\$ 150.00
59	Ross St. ROW	Ross (North of Old Settler's Park to Baker)	62	59		3	\$ 80.00	\$ 240.00	\$ 80.00	\$ 240.00
60	Sherperd Dr. West ROW	W. Shepard Dr. (S. Rayburn to Farmington Rd.)	63	60		3	\$ 125.00	\$ 375.00	\$ 80.00	\$ 240.00
61	Sherperd Dr.East ROW	E. Shepard Dr. (S. Rayburn east to curve and south to RR)	64	61		3	\$ 80.00	\$ 240.00	\$ 50.00	\$ 150.00
62	Skaggs Rd. / Tuck ROW	Skaggs Rd (Hwy 82 to Tuck) Tuck (Skaggs to Ellingson)	65	62		3	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00
63	Baker Rd	Ross / Duke to HWY 82	66	63		3	\$ 80.00	\$ 240.00	\$ 40.00	\$ 120.00
64	Throckmorton St. Dead End Lot	900 Blk. N. Throckmorton dead end at railroad tracks	67	64		3	\$ 40.00	\$ 120.00	\$ 20.00	\$ 60.00
	Complaint Driven - Mow as noted									
65	Arizona St. ROW - ROUGH MOW	Arizona St. Drainage Easement along FM 1417 from S. Dakota St. to S. Carolina St.	68	65		1	\$ 100.00	\$ 100.00	\$ 35.00	\$ 35.00
66	Welcome to Sherman Flood-Bridge-E of creek - ROUGH MOW	1730 Houston/Lamar E of Sand Creek	69	66		1	\$ 50.00	\$ 50.00	\$ 15.00	\$ 15.00
67	Bello Vista & Dripping Springs - ROUGH MOW	E side of Bello Vista by cemetary	70	67		1	\$ 50.00	\$ 50.00	\$ 40.00	\$ 40.00
68	FM 1417 and Redbud - FINISH MOW	N end of property at Redbud entrance	71	68		1	\$ 35.00	\$ 35.00	\$ 20.00	\$ 20.00
BID TOTALS								\$ 51,390.00		\$ 41,110.00



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 02/16/2015

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

Approved By: George Olson, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Concession Stand(s) for the City of Sherman's Park System

Issue:

To request permission to advertise for the operation of a concession stand(s) within various parks, for a twelve (12) month period

Background:

Historically, the City of Sherman has contracted with an outside vendor to provide concessions within various parks to coincide with and provide concessions to the various organized youth/adult activities occurring within these parks. A concession stand has been operating under contract at these parks since 1995; and the previous contract has expired. The new contract would include concessions for our current seasonal activities in various parks, with an option to provide concessions for future activities at various locations.

Origination:

Parks and Recreation Department

Financial Consideration:

The City of Sherman has no financial responsibility and/or obligation under this contract arrangement. The cost of advertising is expected to be about \$200.00.

Staff Recommendation:

It is recommended that the Sherman City Council authorize the staff to advertise for bid concession services within City parks.

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 02/16/2015

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

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Consider Rejection of Bids for the Annual City Parks and Grounds Finish Mowing Contract

Issue:

To consider the rejection of all bids received for the annual contract to finish mow some City parks, grounds, and other City properties

Background:

In order to optimize efficiency and maintenance, City staff contracts for various City-owned properties to be mowed on a periodic basis. The previous contracts (one for rough mowing of right-of-ways and one for finish mowing of parks/grounds/other properties) have expired. The projects were advertised, pursuant to the City Council's approval at the December 15, 2014 meeting; and three (3) bids were received for the Parks/Grounds Finish Mowing contract. The bid package requested both a price per acre and an annual total price. There was no low bid based on price per acre as all bids were identical at \$47.00 per acre. After reviewing the City's bid specifications for the finish mowing, staff noticed that the bid specifications were unclear regarding method used to determine the low bid. Based on these factors, City staff recommends rejection of all current bids. Upon rejection of current bids, City staff will further clarify bid requirements in the bid specifications and redo the bid process.

Origination:

Parks and Recreation Department

Financial Consideration:

Funding for this service has been allocated in the Parks and Recreation department budget for the 2014-2015 fiscal year. Costs for re-advertising are expected to be about \$200.00.

Staff Recommendation:

It is recommended that all bids be rejected and City staff be authorized to revise the bid package and re-advertise for bids.

Alternatives:

As may be recommended by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 2.

Meeting Date: 02/16/2015

Prepared By: Brandon Shelby, City Attorney

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of 7.32 Acres of Land on West Lamberth Road, Adjoining the Old County Farm on the South Side, and Adjacent to the Sherman City Limits; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of 7.32 acres of land on West Lamberth Road, lying adjacent to the Old County Farm and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

On February 3, 2015, Robby Hefton requested annexation into the City limits for his property on West Lamberth Road, adjoining the Old County Farm on the south side, and situated adjacent to the Sherman city limits.

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

Origination:

Robby Hefton

Financial Consideration:

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

Staff Recommendation:

It is recommended that the schedule for annexation be approved and that the required public hearings be set for March 2, 2015, March 16, 2015 and April 6, 2015.

Alternatives:

No alternatives are recommended.

Attachments

Request for Annexation

Location Map

Annexation Schedule

Sketch and Field Notes

February 3, 2015

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

Dear Mr. Olson,

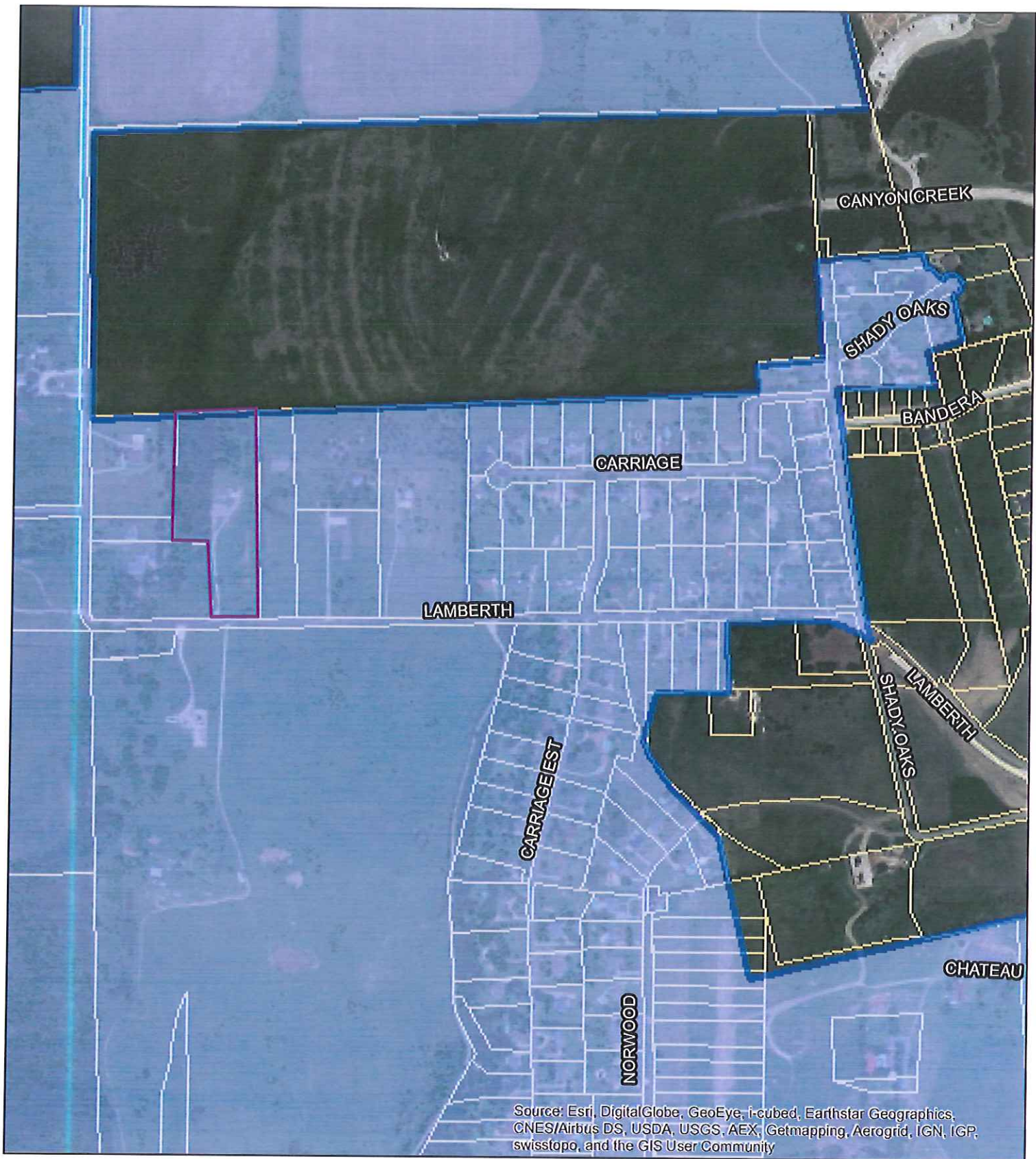
This letter is the request the annexation of my property located at 3691 W. Lamberth Road into the City of Sherman. This property is located adjacent to the old "County Farm", just to the south. I have provided a copy of the legal description, survey drawings, and survey field notes to your Engineering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

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

Regards,



Robby Hefton



ANNEXATION SCHEDULING PLAN

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

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

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

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

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

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

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

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

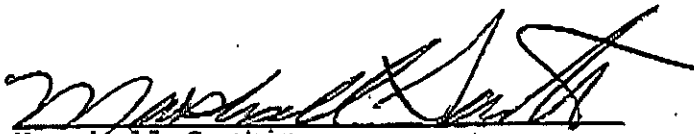
THENCE South 89 deg. 39 min. 49 sec. West, along said Lamberth Road, and with the South line of both said 43.6629 acre tract, and Vaden Survey, the North line of said Thompson Survey, a distance of 166.31 feet to a set spike nail;

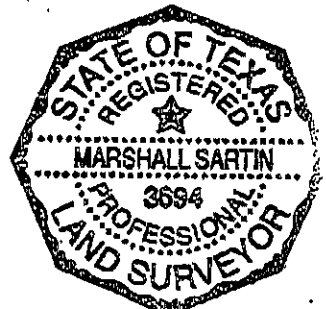
THENCE North 03 deg. 58 min. 28 sec. West, leaving said Lamberth Road, and continuing with the center of a gravel drive for a total distance of 387.64 feet to a set 1/2 inch rebar;

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

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

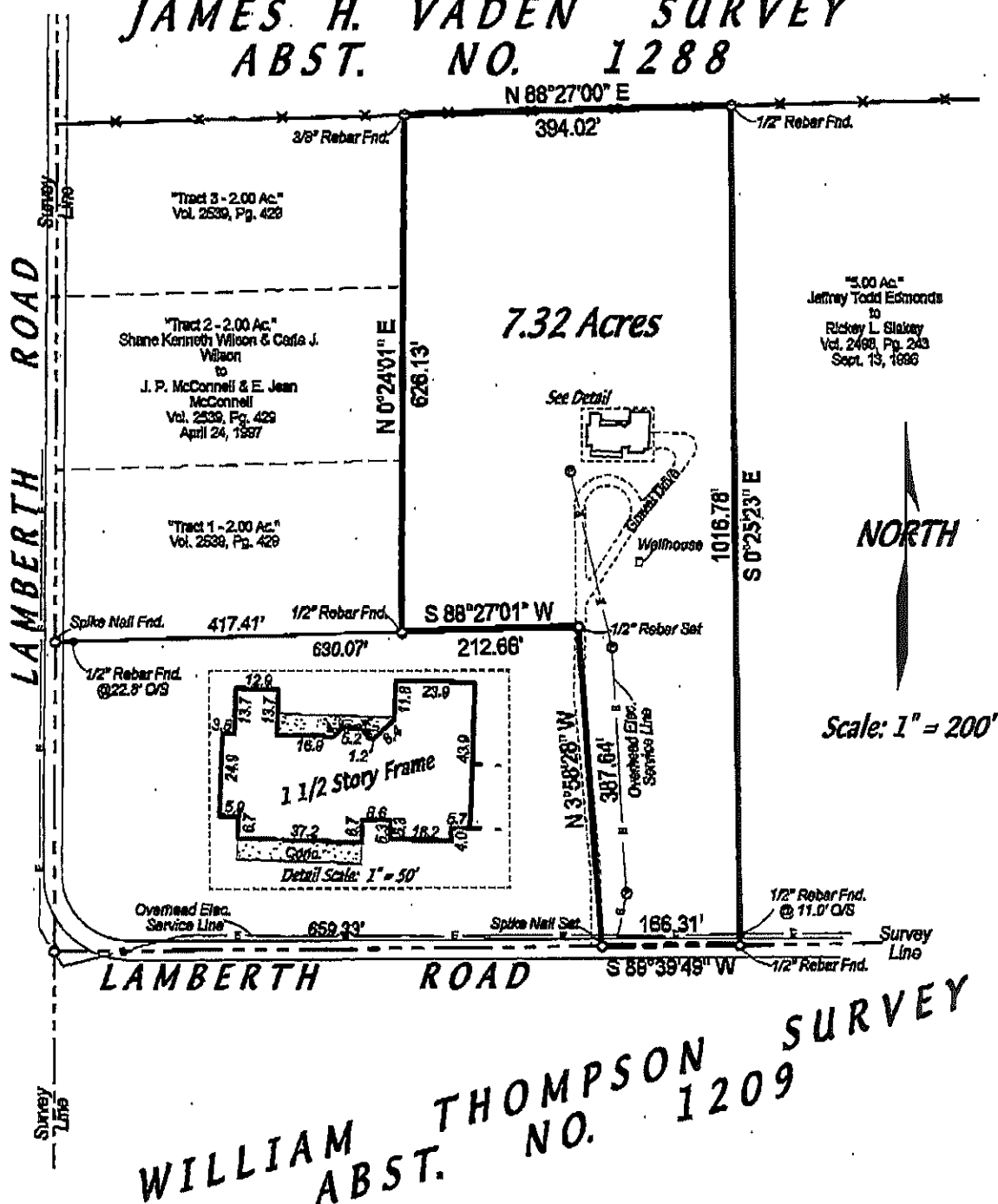
I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 17 th day of August, 1998 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.


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



JAMES H. VADEN SURVEY ABST. NO. 1288

G. R. REEVES SURVEY
ABST. NO. 1020



SARTIN & ASSOCIATES
SURVEYING COMPANY

P.O. Box 1843 Sherman, Texas 75091-1843 (903)892-8003
FAX NUMBER 903-868-2970

Survey for: ROBBIE HEFTON

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

(Legal description attached)

That the improvements on said property are known as 3691 West Lamberth Road, Sherman, Texas 75092 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying. Bearings are based on monuments found, and deed bearings used in Volume 1539, page 429, and Volume 2498, Page 243, Official Public Records, Grayson County, Texas.

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





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 3.

Meeting Date: 02/16/2015

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Varsovia First Addition, a Replat of Part of Lot 4, Block 1, Carraway's Subdivision; being 2.016 acres in the J.B. McAnair Survey, Abstract No. 763 and Part of Lot 4, Block 1 of Dr. J.H. Carraway's Subdivision; AmeriState Bank, Owners; David Baca Studio, Architect; Varsovia Group, LLC, Developer; and Helvey & Associates Surveying, Inc., Surveyor (700 Block of East Lamberth Road and 2500 Block of Masters Street)

Issue:

To consider Replat approval of Varsovia First Addition, a Replat of part of Lot 4, Block 1, Carraway's Subdivision; being 2.016 acres in the J.B. McAnair Survey, Abstract No. 763 and part of Lot 4, Block 1 of Dr. J.H. Carraway's Subdivision in the 700 block of East Lamberth Road and the 2500 block of Masters Street

Background:

The property is located in the 700 block of East Lamberth Road and the 2500 block of Masters Street, the southeast corner of Masters Street and Lamberth Road. The owners would like to replat the property into two (2) lots for commercial development.

Origination:

AmeriState Bank (Owners)
David Baca Studio (Architect)
Varsovia Group, LLC (Developer)
Helvey & Associates Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 20, 2015 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter with the exception of item #3 being reduced to 9' right-of-way dedication instead of 18.5'.

Alternatives:

None

Attachments

Location Map

Zoning Map

Replat

P&Z Communication

Staff Review Letter



Sherman
CLASSIC TOWN. BROAD HORIZON.

Varsovia First Addition 700 Blk. E. Lamberth Rd. & 2500 Blk. Masters St.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 inch = 156 feet



Zoning - Varsovia First Addition

700 Blk. E. Lamberth Rd. & 2500 Blk. Masters St.

Legend

ZONING PARCELS

Transportation Corridors Overlay

HWY_NAME

FM 1417

Sam Rayburn Freeway

US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

Arts and Cultural District

Blalock Commercial Overlay District

Central Business District

College Park District

Downtown Overlay District

Historic Preservation District

ZONING PARCELS

Zoning Classification

Unknown

BIP Blalock Industrial Park

C-1 Retail Business District

C-2 General Commercial District

CO Office District

Lakes

M-1 Light Manufacturing District

M-1.5 Medium Manufacturing District

M-2 Heavy Manufacturing District

MH Manufacturing Housing District

R-1 One Family Residential District

R-2 Multi-Family Residential District

R-A Single Family Agricultural District

SF-1 Single Family Residential District

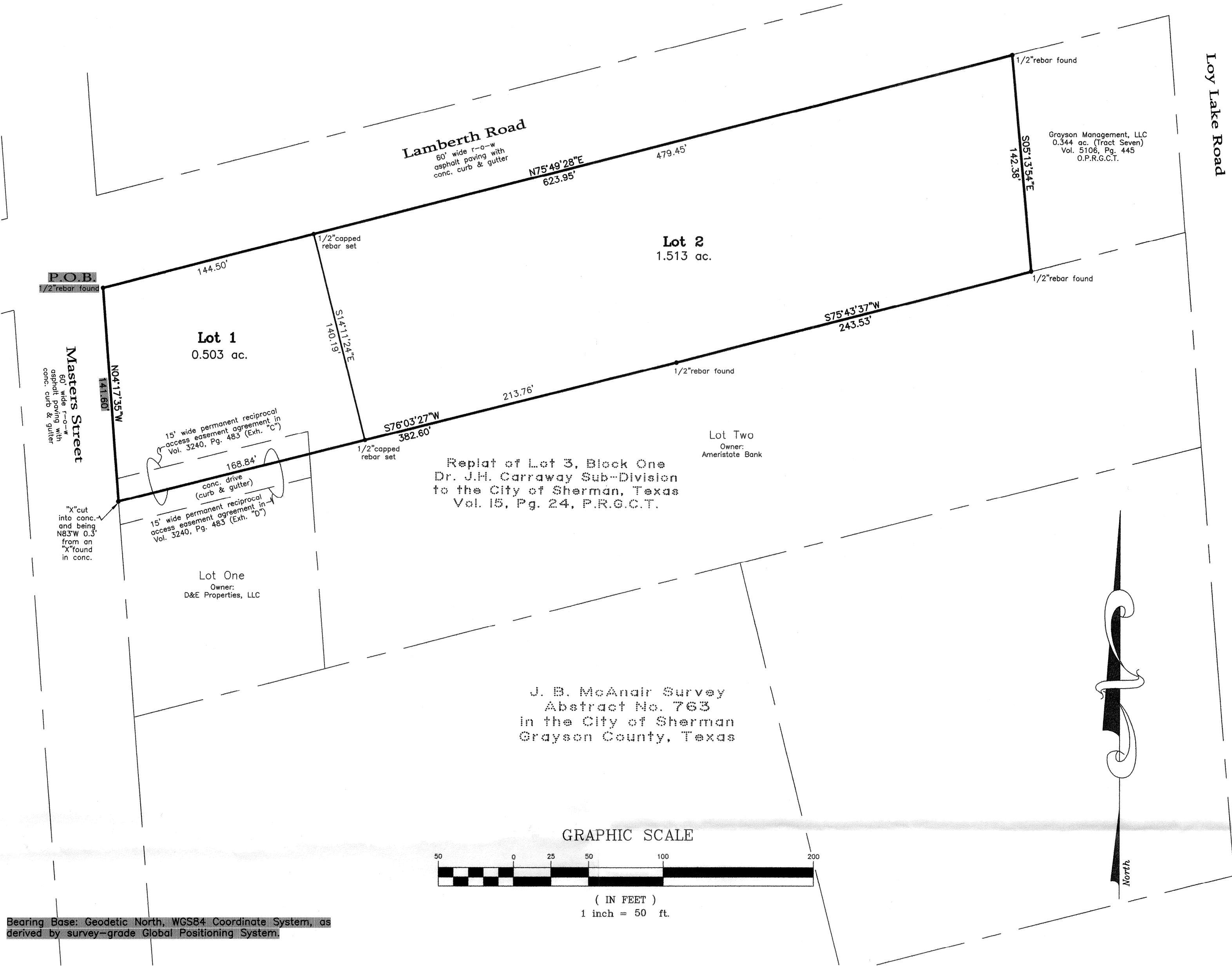
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 inch = 187 feet



Varsovia First Addition to the City of Sherman, Texas

(a Re-Plat of part of Lot 4, Block No. 1, Carraway's Sub-Division
to Grayson County, Texas, in Vol. 414, Pg. 126, Deed R.G.C.T.)

2.016 Acres

in the

J. B. McAnair Survey
Abstract No. 763

Ameristate Bank
Owner

Varsovia Group, LLC
Purchaser/Developer

Vicinity Map
(not to scale)



General Notes:

- Water supply to be provided by the City of Sherman, Texas.
- Sewer service to be provided by the City of Sherman, Texas.
- Electrical service is provided by Oncor Electric.
- Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
- Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
- The City of Sherman, Texas, will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
- The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) designation, as shown on the "FEMA" Flood Insurance Rate Maps for Grayson County, Texas and Incorporated Areas, revised date: September 29, 2010.
- Neither the City of Sherman, Texas, nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
- The owners and builders must comply with all other state and federal regulations regarding developments of this type.

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

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the J. B. McAnair Survey, Abstract No. 763, being a part of the 2.016 acre tract of land (Parcel One) conveyed by Warranty Deed from Deno Taylor Maggi, Gina Marie Crenshaw and Kimberly Dawn Dodson, to Ameristate Bank, on March 3, 2008, recorded in Volume 4412, Page 790, Official Public Records, Grayson County, Texas, **SAID** Ameristate Bank 2.016 ac. being a part of Lot 4, Block No. 1, of Dr. J. H. Carraway's Sub-Division, to Grayson County, Texas, as per plat of record in Volume 414, Page 126, Deed Records, Grayson County, Texas, and the herein described tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found at the intersection of the South line of Lamberth Road and the East line of Masters Street (Lamberth Road is platted as McLain Street on the plat of said Carraway's Sub-Division), at the Northwest corner of both said Ameristate Bank 2.016 ac. and Lot 4, Block No. 1 of Carraway's Sub-Division;

THENCE North 75 deg. 49 min. 28 sec. East, with the South line of Lamberth Road and the North line of both said Ameristate Bank 2.016 ac. and Lot 4, a distance of 623.95 ft. to a 1/2 inch rebar (RPLS 4488) set at the Northeast corner of said Ameristate Bank 2.016 ac. and the Northwest corner of the Grayson Management, LLC 0.344 ac. tract (Tract Seven) in Vol. 5106, Pg. 445, said Official Public Records (said Grayson Management 0.344 ac. being a part of said Lot 4);

THENCE South 05 deg. 13 min. 54 sec. East, with the East line of said Ameristate Bank 2.016 ac. and the West line of said Grayson Management, LLC 0.344 ac., a distance of 142.38 ft. to a 1/2 inch rebar found at the Southeast corner of said 2.016 ac. and the Southwest corner of said Grayson Management 0.344 ac., in the North line of Lot Two, of the Re-Plat of Lot 3, Block One, Dr. J. H. Carraway Sub-Division, the City of Sherman, Texas, as per plat of record in Vol. 15, Pgs. 24 & 25, Plat R.G.C.T. and in the South line of said Lot 4;

THENCE South 75 deg. 43 min. 37 sec. West, with the North line of said Lot Two of Carraway Re-Plat and with the South line of both said Ameristate Bank 2.016 ac. and Lot 4, a distance of 243.53 ft. to a 1/2 inch rebar found at an angle point;

THENCE South 76 deg. 03 min. 27 sec. West, continuing with the North line of said Lot Two of Carraway Re-Plat and with the South line of both said Ameristate Bank 2.016 ac. and Lot 4, **PASSING** the Northwest corner of said Lot Two and the Northeast corner of Lot One of said Carraway Re-Plat at 251.70 ft., and continuing now with North line of said Lot One and continuing for a **TOTAL** distance of 382.60 ft. to an "X" cut into concrete driveway, in the East line of Masters Street, at the Southwest corner of both said 2.016 ac. and Lot 4, and the Northwest corner of said Lot One, Carraway Re-Plat, **SAID** "X" being North 85 deg. West, 0.3 ft. from a cross-cut saw joint in said concrete driveway;

THENCE North 04 deg. 17 min. 35 sec. West, with the East line of Masters Street and the West line of both said Ameristate Bank 2.016 ac. and Lot 4, a distance of 141.60 ft. to the **PLACE OF BEGINNING** and containing **2.016 ACRES** of land.

KNOW ALL MEN BY THESE PRESENTS:

I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property shown hereon, under my personal and direct supervision; that the property corner monumentation found or set, meets the standards set according to the Subdivision Regulations of the City of Sherman, Texas.

BILLY F. HELVEY, R. P. L. S. NO. 4488 DATE



I, _____, Authorized Agent for Ameristate Bank, owner of Varsovia First Addition, to the City of Sherman, Texas, do hereby dedicate the streets and easements shown hereon to the public use forever.

Authorized Agent for Ameristate Bank

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

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

Notary Public, Grayson County, Texas

City of Sherman

This, the final plat of Varsovia First Addition, to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2014, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

This, the final plat of Varsovia First Addition, to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2014, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____ MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Varsovia First Addition, to the City of Sherman, Texas, was submitted to the city council of Sherman, Texas, on the _____ day of _____, 2014, and that the City Council, by formal action, then and there accepted the dedication of all easements, and other public areas, as shown and set forth in and upon said plat; and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as here above subscribed.

CERTIFIED THIS _____ DAY OF _____, 2014, BY _____ CITY CLERK, CITY OF SHERMAN, TEXAS



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 7.

Meeting Date: 01/20/2015

Prepared by: Patsy Reeves, Developmental Services Admin Secretary

Approved by: Scott Shadden, Director of Development Services

Commissioners: Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Eric Elliott, Commissioner

Ron Barton, Commissioner

Chris Vellotti, Commissioner

Sam Thorpe, Commissioner

Sean Vanderveer, Commissioner

Ronnie Dutton, Commissioner

Shawn Davis, Commissioner

Requested Action/Proposed Use:

*** 700 BLOCK E. LAMBERTH ROAD AND 2500 BLOCK MASTERS STREET**

The request of AmeriState Bank (Owners), David Baca Studio (Architect), Varsovia Group, LLC (Developer) and Helvey & Associates Surveying, Inc. (Surveyor) concerning the property located in the 700 Block E. Lamberth Road and 2500 Block Masters Street, being 2.016 acres in the J.B. McAnair Survey, Abstract No. 763 and part of Lot 4, Block 1 of Dr. J.H. Carraway's Subdivision, as follows:

Planning and Zoning Commission

Replat approval of Varsovia First Addition, a Replat of part of Lot 4, Block 1, Carraway's Subdivision.

Background:

The property is located in the 700 Block of East Lamberth Road and the 2500 Block of Masters Street, the southeast corner of Masters Street and Lamberth Road. The owners would like to replat the property into (2) two lots for commercial development.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

AmeriState Bank (Owners)

David Baca Studio (Architect)

Varsovia Group, LLC (Developer)

Helvey & Associates Surveying, Inc. (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Replat

Staff Review Letter

**STAFF REVIEW LETTER**

January 8, 2015

AmeriState Bank
2410 Loy Lake Rd.
Sherman, TX 75090

Varsovia Group, LLC
404 Baker Park Dr.
Sherman, TX 75092

David Baca
100 N. Travis Street, Ste. 500A
Sherman, TX 75090

Helvey & Associates Surveying, Inc.
222 West Main St.
Denison, TX 75020-3025

Dear Applicants,

The request for approval of the Replat of Varsovia First Addition, being a Replat of Part of Lot 4, Block 1, Carraway's Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 20, 2015 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Letters from the various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Right-of-way of 18.5' shall be dedicated along Lamberth Road in accordance with the City Thoroughfare Plan.
4. Privately owned and maintained detention in accordance with City criteria is required.
5. An Operation and Maintenance Manual and Landscaping Plan for the detention pond shall be provided to the Engineering Department prior to issuance of Occupancy Permits.
6. The cross access easement on the north side of Lots 1 and 2 shall be shown on the plat.
7. Drive approaches and sidewalks shall conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
8. The width of the pavement for streets shall be shown on the plat.
9. Property lines shall be shown on the north side of Lamberth Road.
10. Engineering plans for utility, grading and storm drain design in accordance with City ordinances shall be submitted to the City Engineer for approval.
11. Any other changes made to the replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and

time stated above.

If additional information or clarification is needed, do not hesitate to contact Lisa Whitfield, Engineering and Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,



Clint A. Philpott,
City Engineer

cc:	George Olson, City Manager	Scott Shadden, Director of Development Services
	Brandon Shelby, City Attorney	Mark Gibson, Director of Utilities
	Jamie Baggs, Fire Marshal	Don Keene, Dir. of Community and Support Services
	Clay Barnett, Director of Public Works and Engineering	Lisa Whitfield, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. K.

Meeting Date: 02/16/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2015 Council Calendar

2015

JANUARY						
S	M	T	W	T	F	S
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4	5	6	7	8	9	10
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FEBRUARY						
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1/5/2015	Regular City Council Meeting - Cancelled
9/8/2015	Labor Day/Called Council Meeting on 09/8/2015
