

**CITY OF SHERMAN  
CITY COUNCIL REGULAR MEETING AGENDA  
COUNCIL CHAMBERS OF THE CITY HALL  
220 WEST MULBERRY STREET  
SHERMAN, TEXAS  
MONDAY, FEBRUARY 4, 2019  
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY MAYOR DAVID PLYLER**
- A. 3. INVOCATION BY MAYOR DAVID PLYLER**
- A. 4. APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF JANUARY 22, 2019**

**Public Hearing**

- B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6178**  
Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of State Highway 289 in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

**Close Public Hearing and Consider Adoption of Ordinances**

- B. 2. ADOPTION OF ORDINANCES**  
Consider Adoption of Ordinance Number: 6178
- B. 3. CONSENT AGENDA**  
Asterisked (\*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

**Resolutions**

- C. 1. RESOLUTION NO. 6455**  
Authorizing Execution of a Development Agreement with Mitchell Enterprises, Ltd. for the Construction of Public Facilities in Copley Addition, Phase 2, a 10.704-acre Development off of Copley Street, east of State Highway 11 (Dewey Avenue) in the City of Sherman
- C. 2. \* RESOLUTION NO. 6456**  
Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for an Annual Supply of Chemicals for the Sherman Water Treatment Plant

## **Other Business**

### **D. 1. OTHER BUSINESS**

Consider Approval of the Annexation Scheduling Plan for Adoption of 9.758 acres on West Washington Street, West of F.M. 1417 (Heritage Parkway), Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

### **E. CITIZEN REQUESTS**

### **F. MEDIA QUESTIONS**

## **Consider Board/Commission Appointments**

### **G. 1. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**

(a) Library Board (1)

### **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 551.071 | Consultation with City Attorney concerning Pending or Contemplated Litigation |
|-----------------|-------------------------------------------------------------------------------|

|                 |                                                                                                                                                                                                                                |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 551.071 | Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                 |                                                                                                                                                                                                                                                |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 551.087 | Deliberation Regarding Economic Development Negotiations:<br>(a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **The Council reconvenes into General Session**

### **J. 1. OPEN MEETING**

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

### **K. ADJOURNMENT**

## **COUNCIL CALENDAR**

### **CERTIFICATION**

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on January 31, 2019 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 31<sup>st</sup> day of January, 2019.  
City of Sherman, Texas

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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

David Plyler

Deputy Mayor

Shawn C. Teamann

Council Members

Willie Steele, Council-At-Large, PL #1  
Sandra Melton, Council-At-Large, PL #2  
Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2  
Pamela L. Howeth, Council – District #3  
Daron Holland, Council – District #4



# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

A.4.

**Meeting Date:** 02/04/2019

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** Robby Hefton, City Manager

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### **Caption:**

**APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF JANUARY 22, 2019**

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### **Attachments**

January 22, 2019

Property Effective Rollback Rates Presentation

Demolition of Substandard Structures Presentation

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**January 22, 2019**

**MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR SHAWN TEAMANN.  
COUNCIL MEMBERS HOLLAND, HOWETH, MELTON, STEELE, STEVENSON.**

## CALL TO ORDER

## CALL TO ORDER

**The Council reviewed the Minutes of the Regular City Council Meeting of January 7, 2019. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Stevenson. All present voted AYE. MOTION CARRIED.**

## APPROVE MINUTES

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

## CONSENT AGENDA

**RESOLUTION NO. 6452 - AWARDING A BID TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH SOUTHWEST INTERNATIONAL TRUCKS AND WITH DUTEC, INC. FOR A NEW SERVICE TRUCK FOR THE EQUIPMENT SERVICES DEPARTMENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDAING A BID TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH SOUTHWEST INTERNATIONAL TRUCKS AND WITH DUTEC, INC. FOR A NEW SERVICE TRUCK FOR THE EQUIPMENT SERVICES DEPARTMENT.**

## CONSENT AGENDA.

**RES 6452  
VEHICLE PURCHASE  
FOR EQUIPMENT SVCS**

**RESOLUTION NO. 6453 – AUTHORIZING THE PURCHASE OF  
A NEW 2019 JOHN DEERE 310SL BACKHOE FOR THE  
STORMWATER DEPARTMENT FROM RDO EQUIPMENT CO.  
THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING  
COOPERATIVE (BUYBOARD)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2019 JOHN DEERE 310SL BACKHOE FOR THE STORMWATER DEPARTMENT FROM RDO EQUIPMENT CO. THROUGH THE**

**RES 6453  
EQUIP PURCHASE  
FOR STORMWATER  
DEPT**

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE  
(BUYBOARD).  
CONSENT AGENDA.

RESOLUTION NO. 6454 – AUTHORIZING THE PURCHASE OF  
A NEW CATERPILLAR CB7 SPLIT DRUM ROLLER FOR THE  
STREET MAINTENANCE DEPARTMENT FROM HOLT CAT  
THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING  
COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW  
CATERPILLAR CB7 SPLIT DRUM ROLLER FOR THE STREET  
MAINTENANCE DEPARTMENT FROM HOLT CAT THROUGH  
THE TEXAS LOCAL GOVERNMENT PURCHASING  
COOPERATIVE (BUYBOARD).  
CONSENT AGENDA.

RES 6454  
EQUIP PURCHASE  
FOR STREET DEPT

REQUEST TO ADVERTISE  
LEASE-PURCHASE FINANCING OF VARIOUS PIECES OF  
CAPITAL EQUIPMENT

The City Council approved the request to advertise for the  
lease-purchase financing of various pieces of capital  
equipment.

REQ TO ADVERTISE  
LEASE-PURCHASE OF  
CAPITAL EQUIP

The City has realized savings on several projects by  
performing the work in-house instead of using outside  
contractors. Several additional projects that could be  
completed in-house have been identified.

Additional equipment will be needed to complete these  
projects, including a motor grader, steel wheel roller, flip  
screen attachment pneumatic roller, paver and skid steer.  
These purchases are expected to cost about \$1.2 million, so  
the staff recommended lease-purchase financing to spread out  
the purchase cost over several years.  
CONSENT AGENDA.

ANNUAL PURCHASE OF WATER METERS FOR THE CITY OF  
SHERMAN AUTOMATED METER READING SYSTEM

The City Council approved the request to advertise for water  
meters for the City's Automated Meter Reading System. The  
meters will range in size from 5/8" to 2", and must be  
compatible with the ITRON Automated Reading Systems,  
MRVS and AMI.  
CONSENT AGENDA.

ANNUAL PURCHASE  
OF WATER METERS

REPAIR OR REPLACEMENT OF LAKE TEXOMA PUMP  
STATION PUMP #3

The City Council approved the request to advertise for the  
repair or replacement of Lake Texoma Pump Station Pump #3.

PUMP STATION  
REPAIRS

Raw Water Pump #3 is located at the Lake Texoma Pump  
Station, which pumps water from Lake Texoma to the City's  
Water Treatment Plant. The pump is not functioning and must  
be pulled and inspected.  
CONSENT AGENDA.

**OTHER BUSINESS**

**RECEIVE FINANCIAL UPDATE PRESENTATION**

**FINANCIAL UPDATE**

Mary Lawrence, Director of Finance, said during the Budget Workshop, the projection for the General Fund at the end of 2018 was about 78 days of fund balance. Actually the City ended with 84 days of fund balance, due to good sales tax performance.

Based on this, the budget was built with a projected ending fund balance of 77 days for 2019, but they are now projecting an ending fund balance of 82 days, again because of sales tax. She added that much of this is “one time money” from industrial construction. However the City is still up about 5% this year from a good growth rate.

Ms. Lawrence also updated the Council on the Property Tax Rate. The current rate adopted by the Council is \$42.73, with \$31.96 for maintenance and operations and \$10.77 for debt.

The Comptroller requires calculations for an Effective Tax Rate and a Rollback Tax Rate. The Effective Tax Rate is the rate that would raise the same amount of dollars as last year using property tax in both years.

The Rollback Tax Rate takes the prior year M&O rate, adds a rate for the sales tax in lieu of property tax, adds 8% to that for the operations part, and the debt service part goes on top of that.

Ms. Lawrence said this causes a “seesaw effect.” As the appraised property values and sales tax increase, the Effective Tax Rate and the Rollback Rate decrease.

She added that the debt service portion of the Rollback Rate may rise as high as necessary to fund the debt, which assures the bond holders that the rate won’t be capped because of debt service.

The operations (M&O) portion includes non-debt capital spending. The sales tax in lieu of property tax is included in the Rollback Rate as if it is paid by City property owners. Therefore, even though half of the sales tax is paid by people not living in Sherman, it is treated, for purposes of calculating the Rollback Rate, as if it’s paid by Sherman property owners.

She said this year, there is a Legislative Agenda by the Governor, for a revenue cap. If approved, it would decrease the Rollback Rate from 8% to 2.5%. Anything above the 2.5% cap could only be used for certain purposes. She said, statewide, City property tax is only about 16% of all the property tax revenue. Another provision would be further limited by an increase in population and inflation, which would hurt growing cities.

There is also a Senate Committee that is considering a removal of the Tax Increment Financing exclusion from the Effective Tax Rate calculation, which would lower the Rollback Rate even further.

Ms. Lawrence outlined the historical Tax Rates for Sherman by fiscal year, adding that the City has done a good job of managing the operations, since the M&O rate is either staying the same or decreasing, since 2015. The City stays below the current Rollback Rate.

The staff also projected where the City would be if the Rollback Rate does decrease to 2.5%. At 2.5%, the City's Rollback Rate could be below the current adopted rate. The Rollback Rate is important because if the Council proposes a rate above the Rollback Rate, the voters could petition for a Rollback Election. If the Election is successful, the City would adopt the Rollback Rate.

She added that a revenue cap isn't needed because citizens always have the power to influence the Tax Rate through their City officials and Elections. The revenue cap proposal would limit the City's ability to determine how they fund operations. It would also penalize the City by increases in sales tax, about half of which is not paid by Sherman citizens.

Robby Hefton, City Manager, said no Council action was needed on the issue. The staff wanted to highlight that the City has done better than projected over the last year, which is generating revenue that gives a higher fund balance.

He added that the revenue cap is particularly important as the City moves forward with progress, such as building roads, parks and libraries. It will create a lot of pressure and could limit the City in the ability to do those things.

The Governor's Office is not only considering the revenue cap, but is also considering capping the amount of debt in the rate. The City's M&O rate, that funds salaries and operations, is not a problem and has actually gone down. The City's issue is that we are in the mode of building roads, which is incredibly expensive, and this cap could curtail the projects that need to be completed ahead of growth or as growth is happening.

There are organizations working for the cities, but ultimately it is a "political contest, at the State level." Mr. Hefton felt there would be a revenue cap adopted that is lower than the current cap, but the level at which it happens could have a dramatic effect. The issue will impact planning for 2020.

RECEIVE UPDATE FROM COMMUNITY AND SUPPORT SERVICES MANAGER NATE STRAUCH REGARDING ONGOING PROJECTS IN THE CITY

Nate Strauch, Community and Support Services Manager, presented a promotional video highlighting some of the growth in Sherman and asking "why move to Sherman?" He

UPDATE ON  
ONGOING PROJECTS

said the video will be used to show potential developers what's going on in Sherman.

The second video was the more traditional update of projects and began with the Fairview Park Dog Park, which is officially open.

Other projects included were:

- Moore Road Solar Farm – is complete and in the final testing phases. They expect to be generating power by the end of February 2019. They are also contemplating a second phase to the project.
- Quail Run – building 76 lots, already have streets and piping going in. It will include a new park.
- The Preserve – has already been platted and will include 42 lots.
- Brookstone Estates – instead of the apartment project, they will construct about 100 residential lots and four to six commercial lots. There will be access to Pebblebrook and FM Hwy 1417. The City will construct a park/trail head that ties into Herman Baker Park.
- West Canyon Creek Estates -- currently no building underway, but they have platted some cul-de-sacs, with lots that are for sale.
- Pecan Grove – in the clearing stages and will then move to grading.
- Lake Street – a portion of the street, on the east side, will remain open after the Park Street Extension is constructed. It will end with a cul-de-sac before the railroad crossing. The wash-out occurred at the creek. The portion of Lake Street that runs through Douglass Distributing has been abandoned and conveyed to the adjacent property owner. The road will eventually tie-in with another part of Lake Street and Park Street.

RECEIVE UPDATE FROM COMMUNITY AND SUPPORT SERVICES MANAGER NATE STRAUCH ON THE CITY'S QUALITY NEIGHBORHOODS PROGRAM

Mr. Strauch presented an update on the City's Quality Neighborhoods Program. In March of 2018, the Council approved the hiring of a Neighborhood Quality Coordinator to take over the Substandard Structure Program, portions of the Community Development Block Grant, and cross-train with the Code Enforcement Department. Chip Matthews was hired for the position in May 2018.

QUALITY  
NEIGHBORHOODS  
PROGRAM UPDATE

For the FY 2018-2019 Budget, the Council approved \$125,000 for substandard remediation, with \$100,000 of that money coming from the Community Development Block Grant, and

\$25,000 from the General Fund for projects outside the target area. There is a restriction on CDBG money as to where it can be used. The money has been spent and was used to demolish 60 different structures on 44 properties.

Mr. Strauch said the problem impacts structures in all parts of the City and showed a map with highlighted problems in all City Council Districts.

He presented five case studies outlining use of the program. The first case study was inside the target area and allowed CDBG money to be used for removal of the structure. Use of this funding is determined by how much money people make in that area, as determined by Census blocks.

Prior to this budget year, the City spent the majority of the CDBG money on the entitlement program, with money for small scale renovations for citizens in the target area. This year more money was budgeted for the demolition program because that is the program the Council wanted to “ramp up.”

All of the \$100,000 in CDBG money has been spent on projects and Mr. Strauch highlighted three properties where structures were demolished under this program.

The second case study is a City funded demolition. CDBG money cannot be used in some neighborhoods, where citizens earn too much money. These areas are determined by Census tracts. Therefore, money from the City’s budget must be used for these demolitions.

Another case study demolished structures in high profile areas of the City. These are located on streets that are highly traveled. He said the most ambitious and most expensive project to date was located in the 500 block of South First Street, and included seven residential lots, several buildings, and more than a dozen junked vehicles. There were also five people living on the property with no water, no sewer, and no trash service.

The fourth case study concerns infill development, which is really the goal of the program, to reactivate or reuse the lots. There is a return on investment, when someone constructs a new home on a lot that the City has paid to clean up.

The staff estimates that there are 850 residential properties in Sherman that would currently qualify for demolition or remediation. There are currently 16 homes in the process at the present time. Mr. Strauch said the program has seen an increase of walk-ins, and voluntary compliance has increased substantially. The Court of Record that was established last year has helped greatly.

Mr. Strauch said the hiring of Mr. Matthews has been extremely beneficial and he has brought an “assembly line” process to

the program. If the funds are available, he can move dozens of structures through the process at the same time.

The fifth case study concerns a structure on Cardinal Lane that was abandoned by the owner. The roof has caved in and the home was reported by the neighbors.

Mr. Strauch said the “pros” of the program include removing blight with minimal input; it increases neighborhood property values; allows for infill development; reduces the need for City services; and it improves the health, safety, and quality of life for neighbors. It also increases revenue through additional property taxes for the City and stimulates the economy through construction spending.

There are also some “cons” of the program in that it is expensive and costs an average of \$6,000 to demolish a house. On a \$125,000 infill build, it takes about 11 years for the City to make its money back from the demolition. Larger structures cost even more to demolish.

He said the program also benefits both the destitute and millionaires alike. The goal is to remove the structures from the neighborhood. Voluntary compliance has been high and is increasing, however he said the staff would like to look at placing liens on properties that are taken to court. This would help the City recoup some of the cost of the demolition.

Mr. Strauch said the top Council priority over the past year has been cleaning up the City. Several programs were initiated to help achieve this goal. There has been increased code enforcement through the Neighborhood Refresh Initiative, a crackdown on bulk waste, and additional substandard demolitions through an increased budget and additional staff.

He said the demolition program is robust and legally sound, and the Municipal Court has helped greatly in dealing with the situation. There are enough substandard houses that could keep the program going for a decade. Mr. Strauch said the City Council ultimately determines how far the City should go and how quickly they should move.

The plan that the staff is proposing is to demolish 100 structures per year, but by paying “retail” for the demolitions, it would cost more than \$500,000 annually. He said the City has “crossed the threshold” where it makes more sense to move the operation in-house.

The staff is proposing to hire a three-person crew to handle the demolitions in-house, using City equipment. The total cost of the crew would be approximately \$375,000 annually to demolish 100 structures. To fund this project, the City would use \$225,000 from the CDBG money and \$25,000 from the General Fund, plus \$1,300 per house in tipping fees. The City’s portion would fund demolitions outside the CDBG target area.

Mr. Strauch said the grant money would be used to pay for the labor costs on projects in the target area, and could be used to “back-fill” the General Fund for use of the City-owned equipment. To do this, four additional pieces of equipment would be needed.

The City would need an excavator, skid-steer, dump truck, and trailer, which could be paid with cash from the “windfall” sales tax or could be leased. Cost of the equipment would be about \$425,000. The estimated cost savings on an in-house demolition would be about \$2,000 per average property.

He felt the crew could be in place by March 1, 2019, and the City could complete 50 additional demolitions before October 2019, at a cost of about \$187,000. This would be a savings of \$123,000 over contractor pricing.

Mr. Hefton said no City Council action was needed tonight, but the staff needs to know if they should continue on with the program as it has been going. He said Mr. Matthews has done a great job with the program and has exceeded expectations.

The City is out of money for the program this year, but there is additional fund balance that could carry the program through the remainder of the fiscal year. Then the plan would be to shift the majority of the program cost to the CDBG program so it’s not coming out of local taxpayer funds, but is coming out of Federal funds.

Council should decide if they want the staff to continue with the program through this budget year, and then they will discuss the program for next fiscal year during budget discussions.

Council Member Steele said the City appropriated about \$125,000 at the beginning of this fiscal year, and asked how many structures have been demolished this year. Mr. Strauch said because Mr. Matthews started in the middle of a budget year, he was working from two different budgets. The results include everything that was done last budget year, and everything that was done this budget year.

Council Member Steele clarified that, with the \$125,000 that was appropriated for this year’s budget, the City has removed about 60 structures. Most properties have two “structures” on the property. The staff has identified about 850 structures that need to be considered for demolition.

Mayor Plyler said the Council was in agreement that this needs to be continued for the remainder of the year. Mr. Hefton said the remainder of the grant money for this budget year would be used up in a month or so. For the rest of the budget year, the City would use General Fund Reserves, that are 11 days higher than expected. For 2020, he expected most of the cost to come from CDBG money.



Deputy Mayor Teamann verified that, keeping with the same pace, six months of demolitions would cost about \$300,000 versus about \$375,000 for an entire year, if taken in-house. He felt the program needed to continue and they should consider adding some personnel to enforce code violations.

Mr. Strauch said an additional 1.5 people have been added over the last two years, excluding Mr. Matthews. Council Member Stevenson agreed that the program needed to continue moving forward.

Council Member Melton verified that they are talking about adding additional staff for the program. She expressed concern about whether these people would lose their job or the program would continue “from now on.” Mr. Strauch confirmed that the program would continue from now on.

Council Member Steele confirmed that this program did not include commercial structures. Mr. Hefton confirmed that this concerns residential property only. He said commercial property is more involved because it includes asbestos abatement and some other issues.

Council Member Melton asked about notifying citizens that this is available to them, and verified that there is no cost to the property owner. Mr. Strauch said people are becoming aware of the program and confirmed that they voluntarily sign for demolition of the substandard structure, and then they retain the cleared lot.

**APPROVE QUARTERLY INVESTMENT REPORT FOR  
QUARTER ENDED DECEMBER 31, 2018**

The City Council approved the Quarterly Investment Report for the quarter ended December 31, 2018. As of that date, the portfolios were in compliance with applicable State laws and the Investment Policy.

**QUARTERLY  
INVESTMENT  
REPORT**

The operating investment portfolio had a book value of about \$12.5 million, a decrease of about \$1.0 million from the prior quarter of \$13.5 million, due to a withdrawal from the Local Government Investment Pool. The underlying investments were adequately diversified among four different types of securities. This portfolio is appropriately liquid, and its weighted-average maturity was about 448 days, up from 407 days from last quarter.

The portfolio yield of 2.0% for the quarter is 63 basis points lower than the benchmark yield of 2.63%. Recent rising interest rates are the cause for this difference in portfolio yields versus benchmark yields. The portfolio value on the City’s books is approximately market value.

The debt proceeds portfolio balance of \$26.6 million was invested in a Local Government Investment Pool and an FDIC insured investment account. Transactions in this portfolio pays for capital projects and the receipt of interest income.

COUNCIL MINUTES – JANUARY 22, 2019

The yield of 2.16% was below the benchmark yield of 2.44% for this portfolio. Book value and market value were about the same.

CONSENT AGENDA.

CONSIDER CALLING A SPECIAL MEETING OF THE CITY COUNCIL FOR A TRAINING WORKSHOP TO BE CONDUCTED BY E. ALLEN TAYLOR, JR., FOUNDING PARTNER OF TAYLOR, OLSON, ADKINS, SRALLA AND ELAM, LLP ON WEDNESDAY, FEBRUARY 27, 2019

Mr. Hefton said this is the annual training for Council Members from Allen Taylor. The proposed date for the Training Workshop is February 27, 2019, and would be held during the lunch time.

COUNCIL TRAINING  
WORKSHOP  
(FEB. 27, 2019)

ACTION TAKEN.

Motion by Council Member Stevenson to schedule a Called Council Meeting for a Training Workshop, on February 27, 2019, as presented. Second by Council Member Melton.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER REQUEST OF SHERMAN MAIN STREET, TEXOMA SOCIETY OF CELTS, AND THE OLD IRON POST TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE ST. PATRICK'S DAY PARADE ON SATURDAY, MARCH 16, 2019

The City Council approved the request of Sherman Main Street, Texoma Society of CELTS, and the Old Iron Post to temporarily close certain streets for the St. Patrick's Day Parade on March 16, 2019.

CLOSE STREETS  
ST. PATRICK'S DAY  
PARADE  
(MARCH 16, 2019)

The City will provide labor for traffic control assistance through the Police and Street Departments.

CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

KEEP SHERMAN BEAUTIFUL COMMISSION (5)

ACTION TAKEN.

Motion by Deputy Mayor Teamann to reappoint Amanda Smith and Amanda Phillips to the Keep Sherman Beautiful Commission for a term from January 1, 2019 to January 1, 2021, and appoint Bri Berry for a term from January 23, 2019 to January 1, 2021, as presented. Second by Council Member Stevenson.

KEEP SHERMAN  
BEAUTIFUL

COUNCIL MINUTES – JANUARY 22, 2019

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

DR. MARTIN LUTHER KING, JR. PARADE

Council Member Holland thanked everyone that attended the Dr. Martin Luther King, Jr. Parade recently. He said there were more participants than expected. The breakfast on the following Monday was also good.

DR. MARTIN  
LUTHER KING, JR.  
PARADE

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

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

EXECUTIVE SESSION

SECTION 551.071 -- CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION

SECTION 551.071 -- CONSULT WITH THE CITY ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER

SECTION 551.087 -- DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT AND DELIBERATE ANY OFFERS OR INCENTIVES TO THE BUSINESS PROSPECT

Mayor Plyler said no Executive Session was needed

COUNCIL MINUTES – JANUARY 22, 2019

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 4:55 p.m.

ADJOURNMENT

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

# Financial Update

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CITY OF SHERMAN

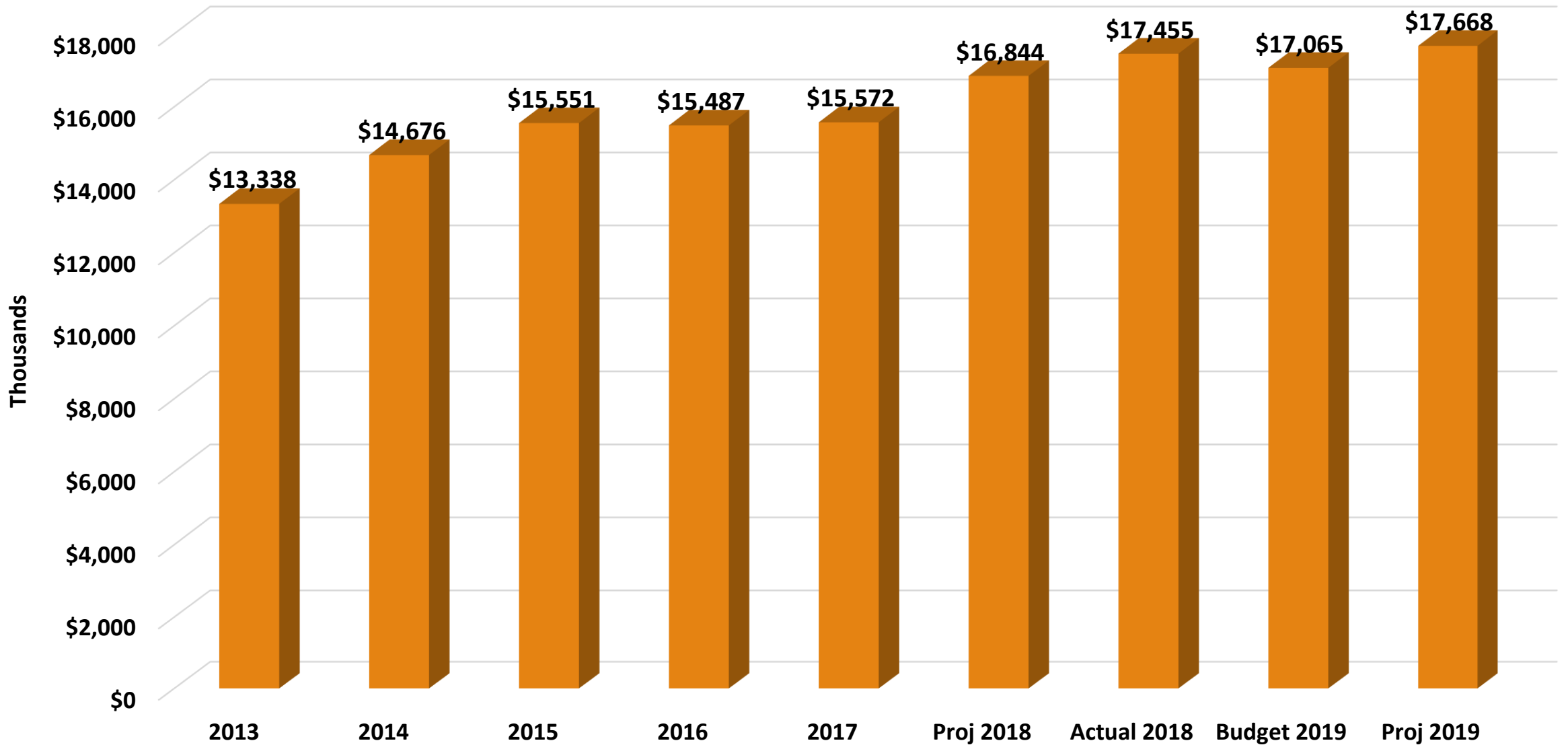
JANUARY 22, 2019

# City of Sherman

## GENERAL FUND

|                                          | Projected at<br>Workshop<br>2017-2018 | Actual<br>2017-2018 | Projected at<br>Workshop<br>2018-2019 | Approved<br>2018-2019 | Projected<br>2018-2019 |
|------------------------------------------|---------------------------------------|---------------------|---------------------------------------|-----------------------|------------------------|
| <b>Beginning Fund Balance</b>            | <b>\$ 6,654,042</b>                   | <b>\$ 6,661,407</b> | <b>\$ 7,713,268</b>                   | <b>\$ 8,344,554</b>   | <b>\$ 8,375,502</b>    |
| <b>Revenues</b>                          |                                       |                     |                                       |                       |                        |
| Property Tax                             | 9,906,300                             | 9,510,240           | 10,096,000                            | 9,818,000             | 9,887,000              |
| Sales Tax                                | 16,051,000                            | 17,161,768          | 16,872,000                            | 17,065,000            | 17,377,000             |
| Other Taxes                              | 3,051,400                             | 3,112,533           | 3,046,400                             | 3,046,400             | 3,139,000              |
| Other Revenues                           | 4,484,391                             | 4,363,791           | 5,226,027                             | 5,226,027             | 5,226,027              |
| Transfers In                             | 3,800,000                             | 3,800,000           | 2,878,000                             | 2,878,000             | 2,878,000              |
| <b>Total Revenues</b>                    | <b>37,293,091</b>                     | <b>37,948,332</b>   | <b>38,118,427</b>                     | <b>38,033,427</b>     | <b>38,507,027</b>      |
| <b>Expenditures</b>                      |                                       |                     |                                       |                       |                        |
| Personnel                                | 25,471,218                            | 25,536,026          | 26,587,954                            | 26,542,913            | 26,542,913             |
| Other Expenditures                       | 9,251,613                             | 9,096,521           | 9,046,043                             | 9,019,844             | 9,019,844              |
| Capital Expenses                         | 427,606                               | 1,551,690           | 776,365                               | 776,365               | 776,365                |
| Transfers Out                            | 1,083,428                             | 50,000              | 1,981,258                             | 1,981,258             | 1,981,258              |
| <b>Total Expenditures</b>                | <b>36,233,865</b>                     | <b>36,234,237</b>   | <b>38,391,620</b>                     | <b>38,320,379</b>     | <b>38,320,379</b>      |
| <b>Excess Revenues over Expenditures</b> | <b>1,059,226</b>                      | <b>1,714,095</b>    | <b>(273,193)</b>                      | <b>(286,952)</b>      | <b>186,648</b>         |
| <b>Ending Fund Balance</b>               | <b>\$ 7,713,268</b>                   | <b>\$ 8,375,502</b> | <b>\$ 7,440,075</b>                   | <b>\$ 8,057,602</b>   | <b>\$ 8,562,150</b>    |
| <b>Days in Fund Balance</b>              | <b>78</b>                             | <b>84</b>           | <b>71</b>                             | <b>77</b>             | <b>82</b>              |

# SALES TAX



# Elements of the Property Tax Rate

|                                                                                                |                 |
|------------------------------------------------------------------------------------------------|-----------------|
| + Maintenance & Operations                                                                     | \$ 31.96        |
| + Interest and Sinking - Payments on debt for general government<br>(non-utility) improvements | <u>\$ 10.77</u> |
| = Tax Rate                                                                                     | \$42.73         |

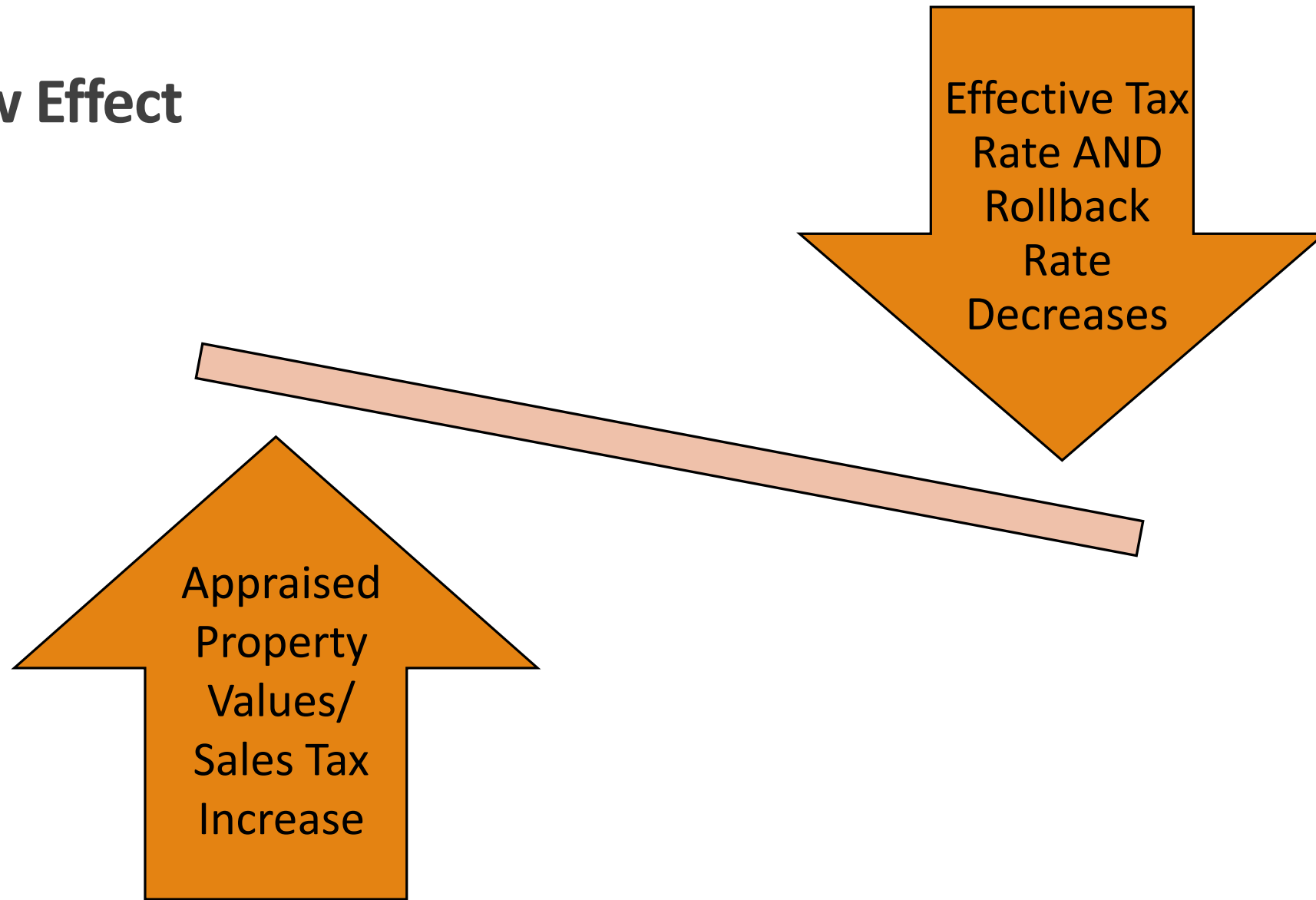


# Property Tax Definitions

**Effective Tax Rate** – The rate that would give the City the exact dollars in revenue as generated in the previous year using this year's appraised values

**Rollback Tax Rate** – Allows the City to raise the same amount for operations as in the prior year INCLUDING Sales Tax in Lieu of Property Tax (.5% of the 1.625% of City's sales tax rate) plus an addition 8%

# Seesaw Effect



# Rollback Rate

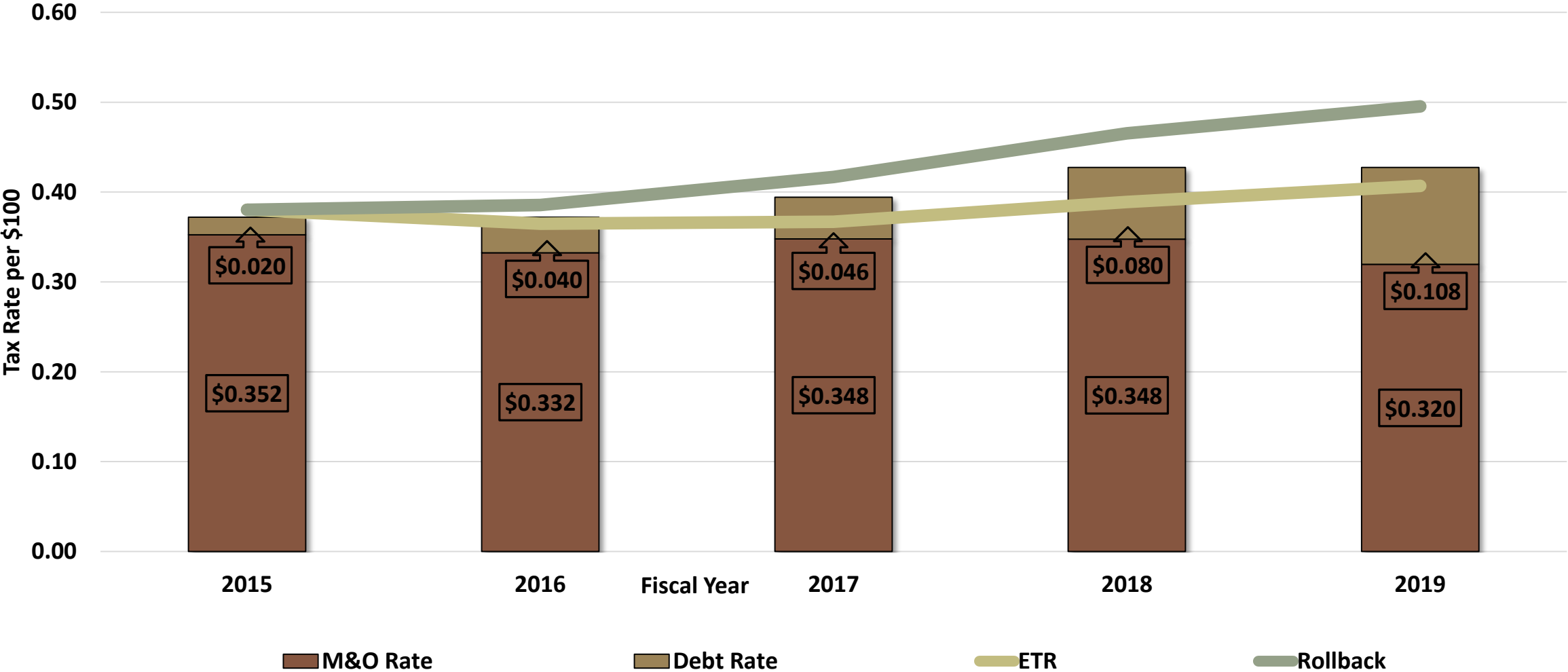
- Debt service portion of the rollback rate may rise as high as necessary to fund the debt
- Operations (M&O) portion of the rate includes non-debt capital spending
- Sales Tax in Lieu of Property Tax included in rollback rate as if paid by City property owners

# Legislative Agenda

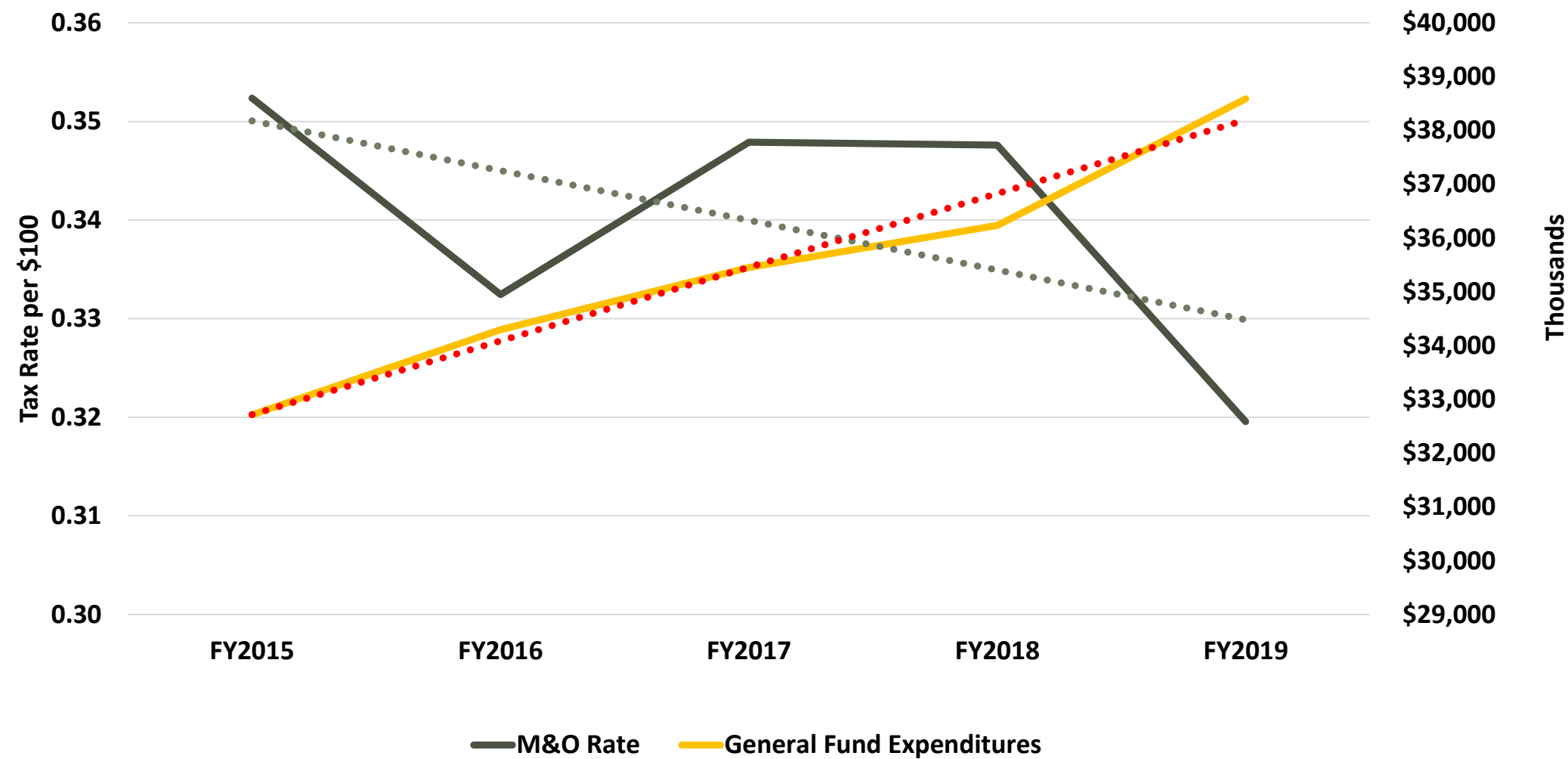
## Revenue Cap

- Governor's proposal
  - ✓ Rollback rate decreased from 8% to 2.5%
  - ✓ Increases above cap only for certain purposes
  - ✓ Further limited by increase in population + inflation
  
- Senate Committee
  - ✓ Remove the Tax Increment Financing exclusion from the effective tax rate calculation (lowers rollback rate)

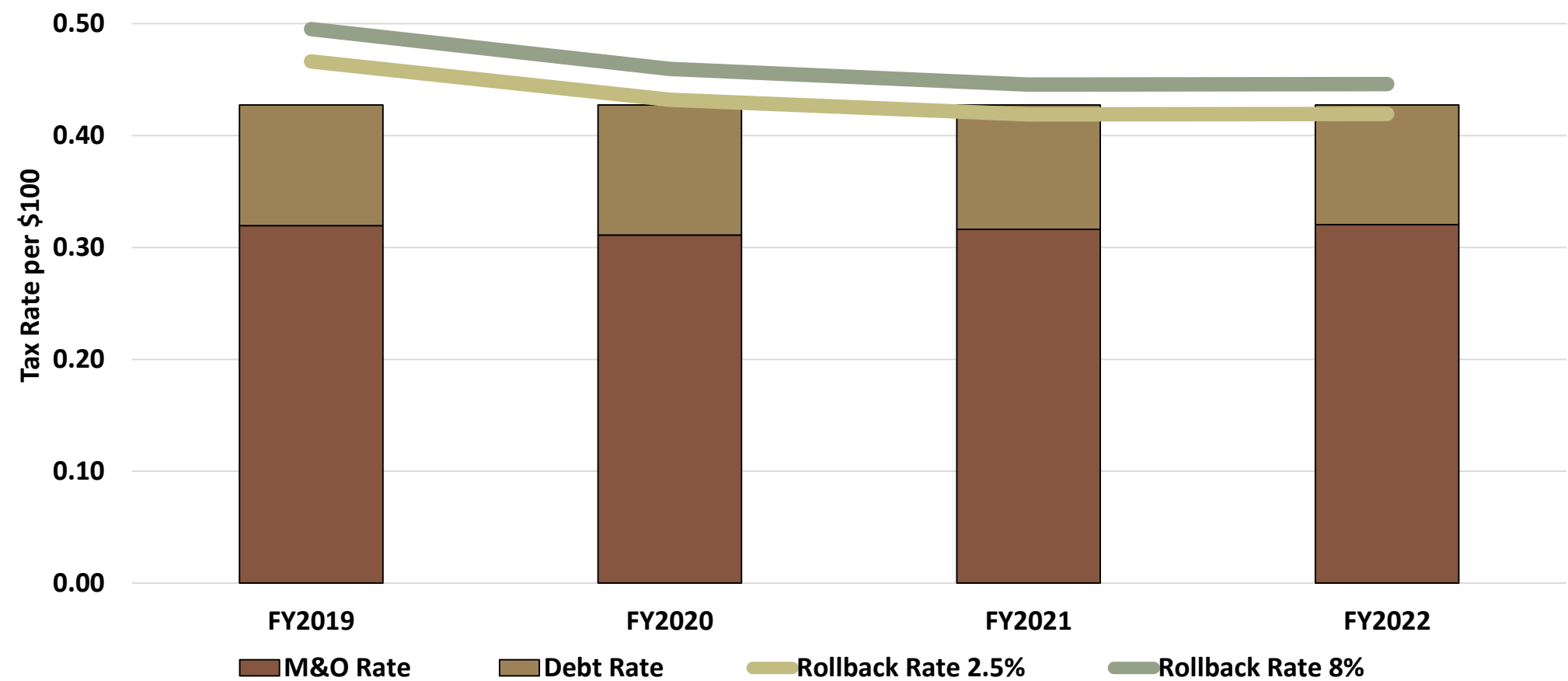
# Historical Tax Rates by Fiscal Year



# M&O Rates and General Fund Expenditures



# Estimated Rates by Fiscal Year



# Summary

- When appraised values increase, the effective tax rate and the rollback rate both decrease.
- The City's operations (M&O) tax rate has decreased/remained the same for the past 4 years.
- Citizens already have the power to influence the tax rate through city officials and elections.
- Revenue cap proposal limits our ability to determine how much we spend for our services
- The City of Sherman is penalized by increases in sales tax, about half of which is not paid by our citizens



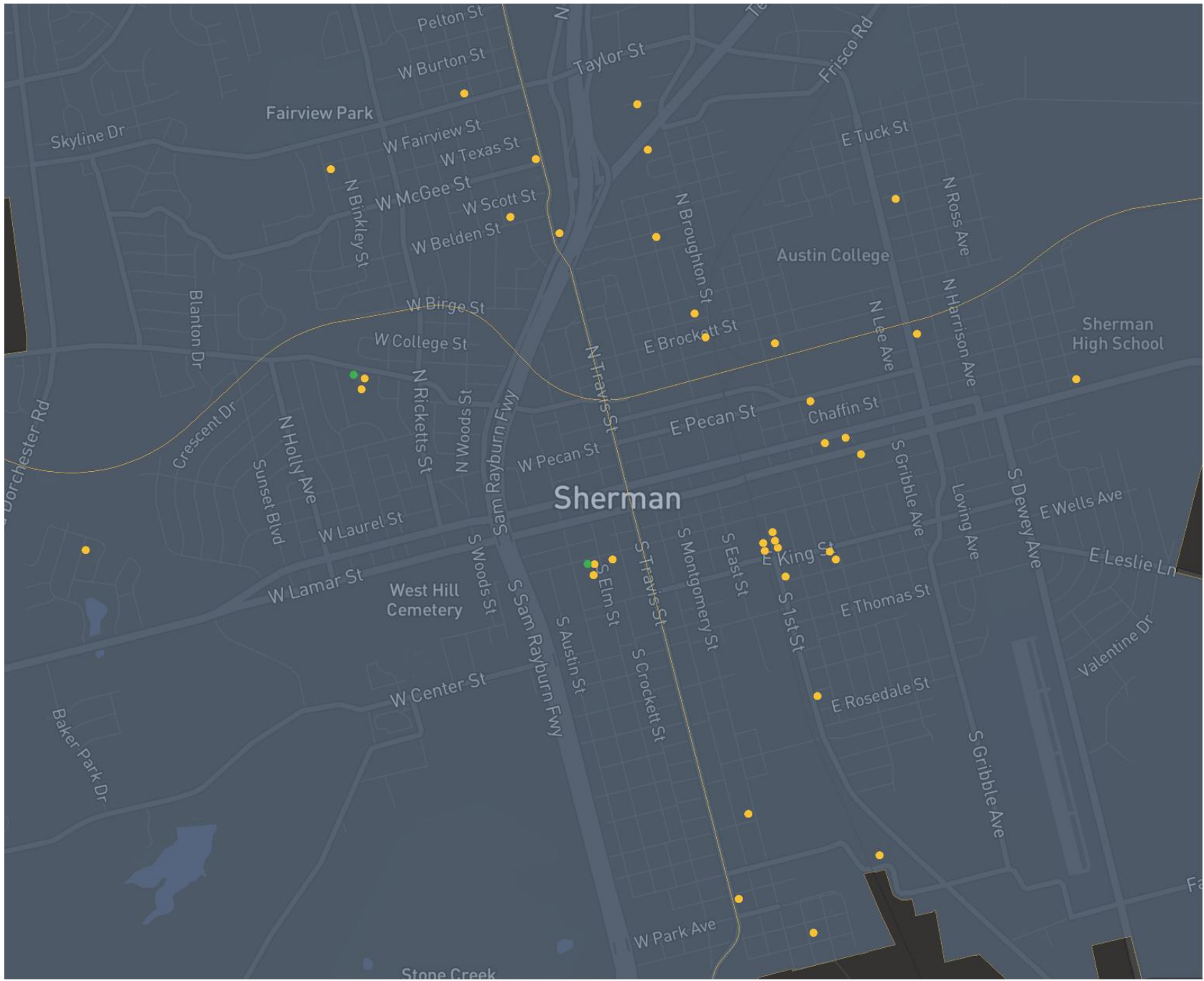
*Sherman*  
CLASSIC TOWN. BROAD HORIZON.

# Quality Neighborhoods

Knocking ‘em down so someone can build ‘em back up

# Overview

- ▶ Council approved the hiring of a “Neighborhood Quality Coordinator” during the March 19, 2018 meeting
- ▶ NQC was to head-up the City’s substandard demolition program, take over substantial portions of the CDBG, and cross-train with code enforcement
- ▶ Sherman hired Chip Matthews to fill the role effective May 1, 2018
- ▶ FY 2018-19 budget included \$125,000 for substandard remediation - \$100,000 in CDBG funds and \$25,000 from the General Fund
- ▶ The money’s done-been spent:
  - ▶ Since May, more than 60 structures demolished on 44 individual properties, spread across all four Council districts
- ▶ Five case studies: CDBG, City-funded, high-profile, infill, and more to go



# Case Study: CDBG Target Area

- ▶ The Community Development Block Grant allows for the removal of blight in certain areas of the city using federal dollars
- ▶ Beginning with the 2018 budget year, the City shifted substantial funds away from small renovation entitlements and toward demolitions and parks
- ▶ \$100,000 has been spent on projects including:
  - ▶ 329 Chisholm Trail - West Sherman, very nice neighborhood, history of code violations
  - ▶ 1108 E Lamar - Police problems, major thoroughfare
  - ▶ 605 E Lake - 1.5 acres, history of safety issues



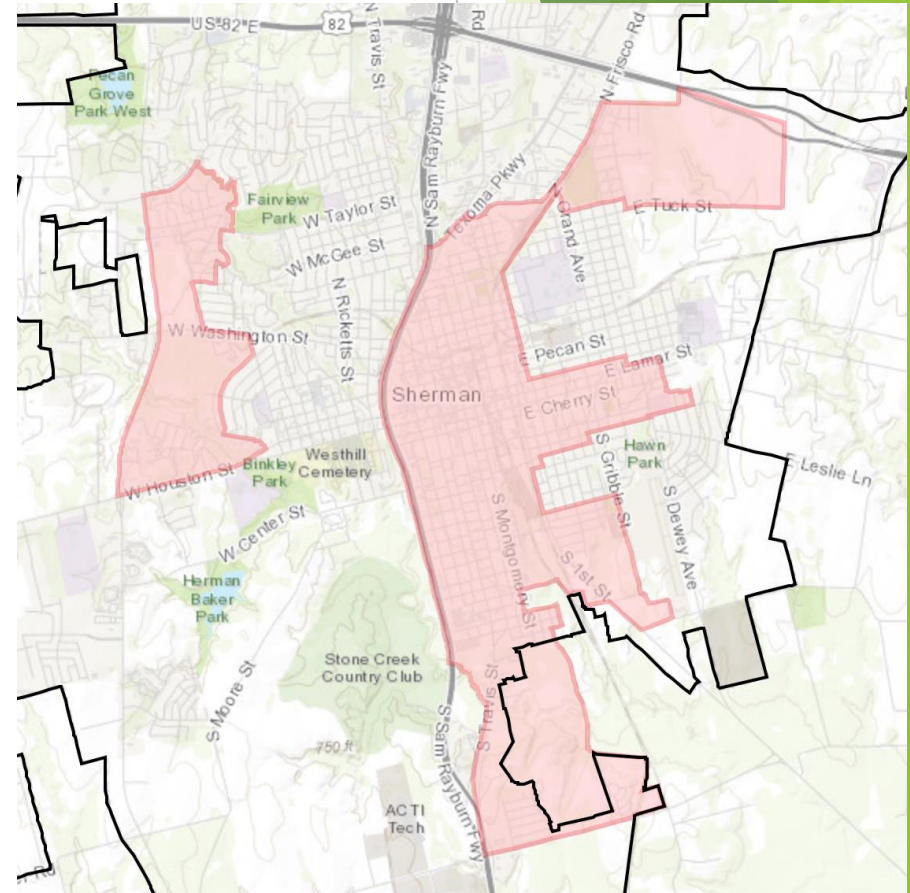
# Case Study: CDBG Target Area - 605 Lake



|        |                                                                                                                                                                         |     |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| + 2018 |                                                                                      | 3   |
| + 2017 |                                                                                      | 1   |
| + 2014 |                                                                                      | 2   |
| + 2013 |                                                                                      | 1   |
| + 2012 |   | 1 1 |
| + 2010 |                                                                                      | 1   |
| + 2009 |                                                                                      | 1   |
| + 2005 |                                                                                     | 2   |

# Case Study: City-Funded

- ▶ Many houses that qualify for the program lie outside the CDBG target area
- ▶ Area is based on census blocks, which creates questions
  - ▶ East Sherman has hole around AC
  - ▶ West Sherman includes properties near 1417
  - ▶ Reinvestment has lifted several tracts out of the zone
- ▶ Notable properties include:
  - ▶ 415 N. Grand - burn-out, major street
  - ▶ 912 E. Pecan
    - ▶ Located on thoroughfare
    - ▶ Block in otherwise good shape
    - ▶ Too close to AC for CDBG funds





# Case Study: City-Funded - 912 Pecan





# Case Study: High-Profile

- ▶ Staff prioritizes blight on well-travelled streets
  - ▶ Lamar, Houston, First, Pecan, Texoma Pkwy, Grand, Lamberth, Taylor, Brockett
  - ▶ All have had at least one demolition in the last 6 months, and most have had several
- ▶ 500 block of First Street was the most ambitious - and expensive - project to date
  - ▶ Seven lots including structures, junk vehicles, and just junk
  - ▶ Removed 5 squatters living in deplorable conditions
  - ▶ No water, no sewer, no trash service

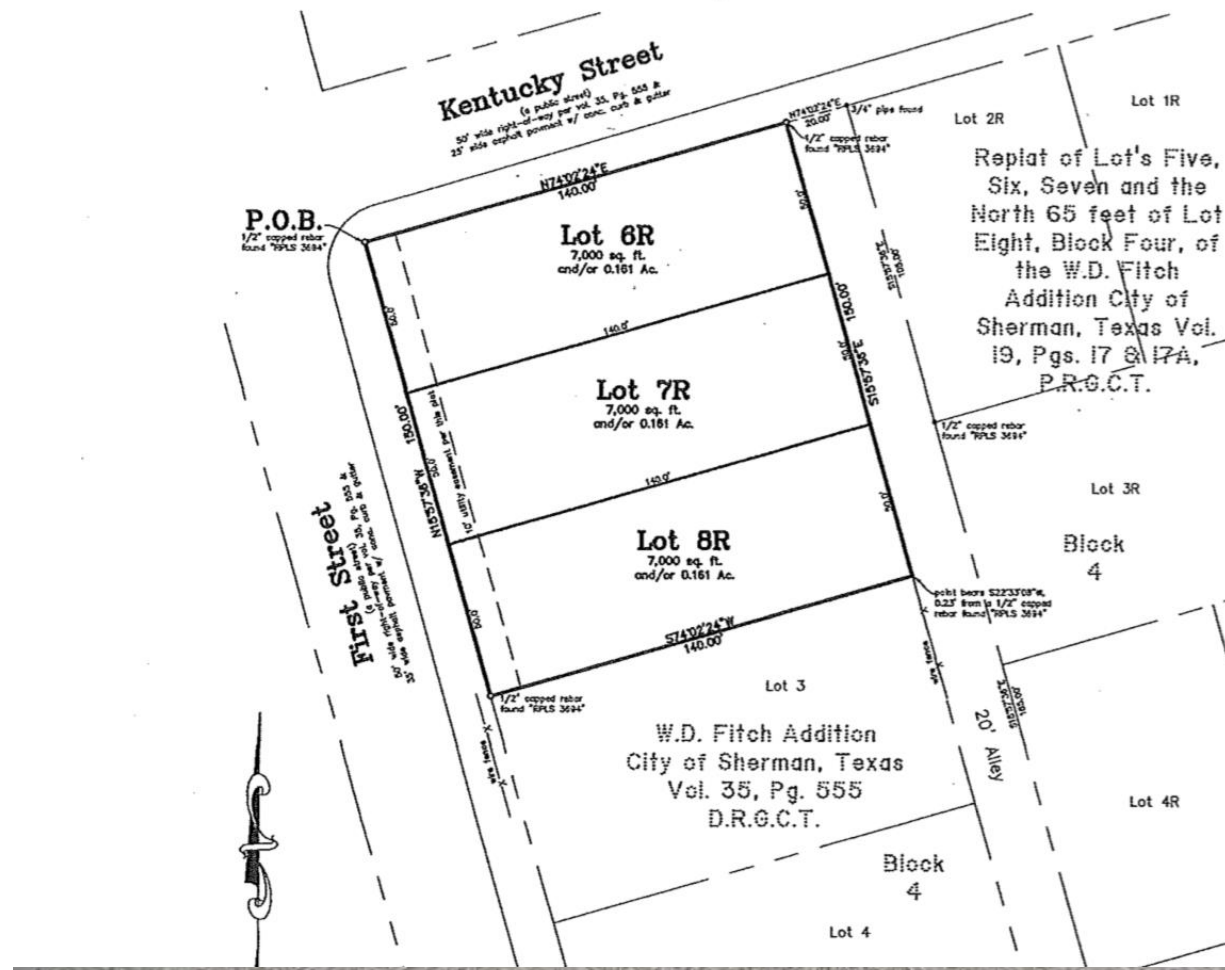
# Case Study: High-Profile - 515 First



# Case Study: Infill

- ▶ The end goal of the program is to incentivize infill and rebuilding
- ▶ It's the best way for the City to get a return on its investment
- ▶ Notable cases:
  - ▶ 515 S First will go the Sherriff Sale in April
  - ▶ 426 S Elm and 802 N Ross are both being rebuilt
  - ▶ 415 N Grand sold two days after demolition was complete
  - ▶ 1212 N Woods - several acres being redeveloped
  - ▶ 1203 S First - Replatted in December to allow for three new homes





# Case Study: We've Only Just Begun

- ▶ Staff estimates 850 residential properties in the city would currently qualify for demolition or remediation
  - ▶ Unoccupied, substandard
- ▶ 16 homes in various stages of processing
- ▶ Walk-ins have increased substantially
- ▶ Voluntary compliance has increased substantially
  - ▶ Threat of court helps
- ▶ Improvements in the process allow us to move more quickly
- ▶ NQC estimates we could move 10 houses per month through court if funds were available

# Case Study: 4318 Cardinal



# Quality Neighborhoods Program Pros

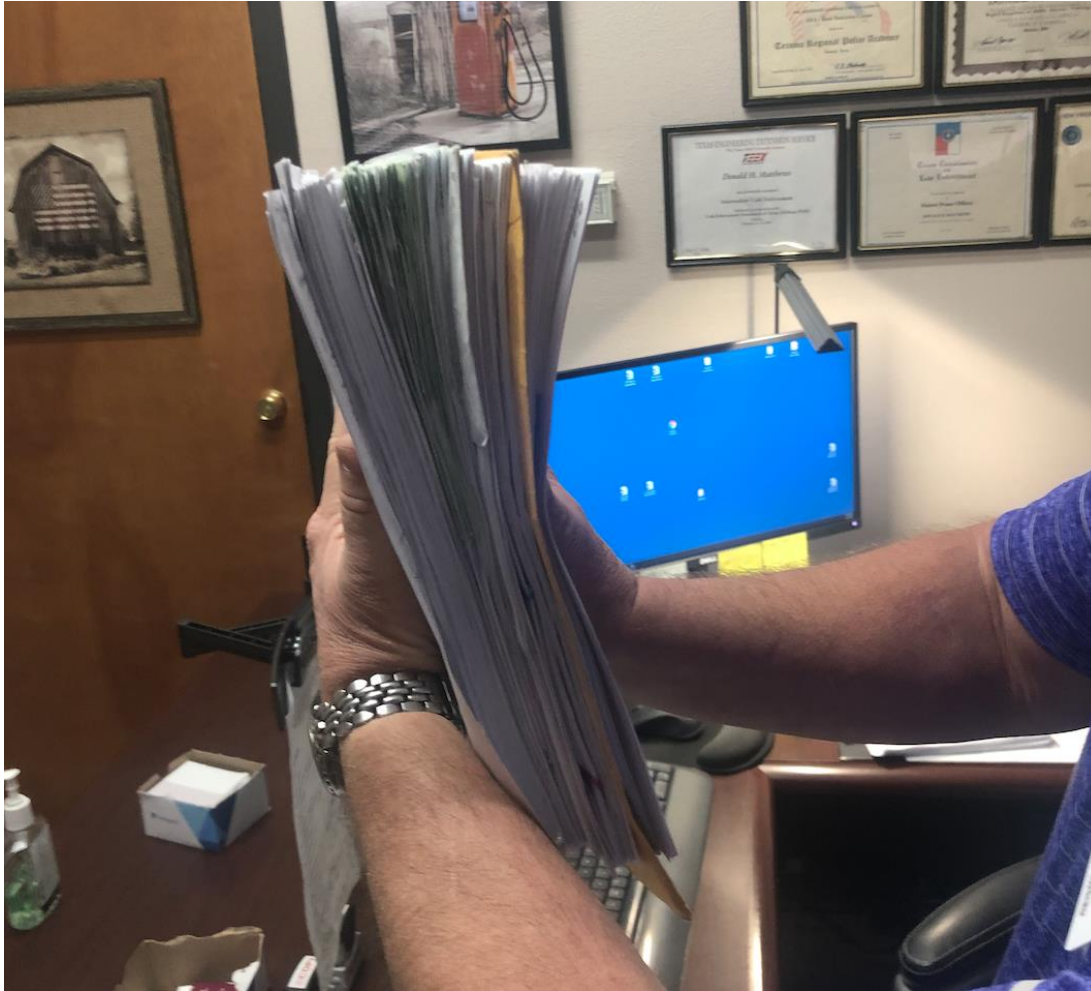
- ▶ Removes blight with minimal input from property owners
- ▶ Increases neighborhood property values
- ▶ Allows for infill development
- ▶ Reduces need for City services
- ▶ Improves health, safety, and quality of life for neighbors
  - ▶ Eyesores
  - ▶ Crime
  - ▶ Pests
- ▶ Ultimately increases revenue through additional property taxes
- ▶ Stimulates economy through construction spending

# Quality Neighborhoods Program Cons

- ▶ Expensive - Average demolition during the last year has cost \$6,000
  - ▶ Takes about 11 years to break-even on a \$125,000 infill build
  - ▶ Large demos cost much more (\$15k+)
- ▶ Not means-tested - Program benefits both the destitute and millionaires alike
  - ▶ The goal is the goal: Get the house down or get it fixed
    - ▶ Means-testing not desirable, but liens are an option
  - ▶ Voluntary compliance has been high and is increasing
  - ▶ Placing liens on stubborn property owners would incentivize compliance while also ensuring those who can afford to fight pay for that right
- ▶ Time-consuming...



# Quality Neighborhoods Program Cons



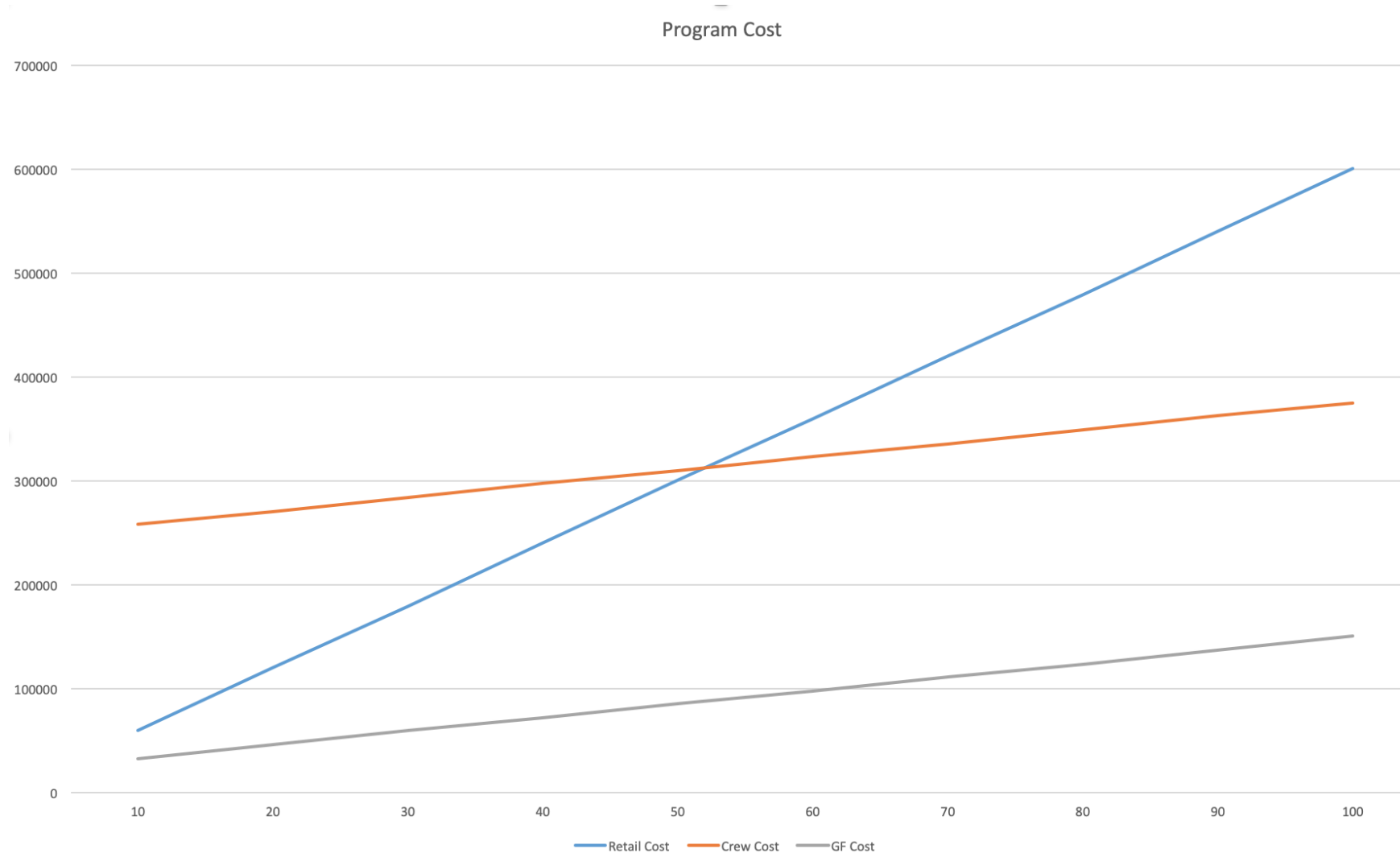
# The Ask

- ▶ A top Council priority has been cleaning up the city through:
  - ▶ Increased code enforcement - Neighborhood Refresh Initiative
  - ▶ Crackdown on orphaned bulk waste - Currently in first month of live roll-out (Council update coming in spring)
  - ▶ Substandard demolition - Increased budget, new staff, heightened priority
- ▶ We found an expert, and he's doing expert-type things
  - ▶ Chip has created a process that is easily repeatable and legally sound
  - ▶ The municipal court has greatly eased the pain of dealing with problem cases
- ▶ The demolition assembly-line pike is robust, in fact, it's bursting at the seams
  - ▶ We could keep doing this for a decade before running out of houses
  - ▶ Still plenty of low-hanging fruit
- ▶ Council ultimately determines how far we go, how fast, and how much

# The Plan

- ▶ To knock down 100 structures per year - which is the goal - by paying “retail” would cost the City more than a half-million dollars
- ▶ With Chip at the helm, we’ve crossed the threshold whereby it makes more sense to move the operation in-house
- ▶ Propose hiring our own 3-person crew
- ▶ The total cost of the crew would be approximately \$375k per year to tear down 100 houses
  - ▶ \$225 from the federal government via CDBG
  - ▶ \$25k from General Fund + \$1,300 per house in tipping fees

# The Plan - An Oversimplified Chart



# The Plan

- ▶ Grant money would be used to pay for the labor costs on grant-eligible projects, as well as back-filling the general fund for use of City-owned equipment
- ▶ Equipment including an excavator, skid-steer, dump truck, and trailer could be paid for with cash (\$425k) from windfall sales taxes, or leased
- ▶ The estimated cost savings to the City would be approximately \$2,000 per property - more on larger houses, less on smaller homes
- ▶ Crew could be in place by March 1
  - ▶ 50 additional demolitions before October would cost the City \$187,000
  - ▶ That's a savings of \$123,000 vs. contractor pricing

# Quality Neighborhoods

Knocking 'em down so someone can build 'em back up



# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

B.1.

**Meeting Date:** 02/04/2019

**Prepared By:** Clint Philpott, Director of Engineering

**Approved By:** Robby Hefton, City Manager

---

### **Caption:**

#### **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6178**

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of State Highway 289 in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

### **Issue:**

The Texas Department of Transportation (TxDOT) is requesting speed limit change on State Highway 289 (SH 289) in Sherman's city limits.

### **Background:**

TxDOT has performed a new speed study for safety reasons to determine the maximum, reasonable and prudent speeds for vehicles traveling upon SH 289 within the city limits of the City of Sherman. Subsequently, TxDOT is requesting the City Council establish by ordinance a maximum speed limit of 70 MPH along the portions of SH 289 within the City limits. The proposed ordinance would replace Ordinance No. 5707 adopted at the August 1, 2011 City Council meeting.

### **Origination:**

Texas Department of Transportation

### **Financial Consideration:**

None

### **Staff Recommendation:**

It is recommended that TxDOT's recommended speed limit on the stated portion of SH 289 be approved.

### **Alternatives:**

As may be directed by the City Council

---

**Attachments**

Ordinance No. 6178

TxDOT Request dated January 15, 2019

Aerial Location Map

Ordinance No. 5707 with Attachments

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## ORDINANCE NO. 6178

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF STATE HIGHWAY 289 IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS; FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, by authority and direction of the City Council of the City of Sherman, Texas, an engineering and traffic study and survey have been made by the Transportation Operations Office of the Texas Department of Transportation to determine the maximum, reasonable and prudent speeds for vehicles traveling upon the following named streets and highways and parts thereof, to facilitate the most effective use of said streets and highways and the safe and effective movement of vehicular traffic thereon; and

**WHEREAS**, such study and survey establishes, and it is so found by the City Council of the City of Sherman, Texas, that the following are the maximum, reasonable and prudent rates of speed for vehicular traffic upon said streets and highways and parts thereof;

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

**SECTION 1.** That no person shall drive a vehicle upon a public road, street and highway in the City of Sherman, Texas, at a speed greater than is reasonable and prudent under the conditions and circumstances then existing. Except when a special hazard exists that requires lower speeds for compliance with the above requirement, the limits hereinafter set out shall be lawful; but any speed in excess of the limits as hereinafter set out for the streets and highways and portions thereof to which they apply shall be prima facie evidence that the speed is not reasonable or prudent:

On State Highway 289 from the North City Limit of Sherman, in the southerly direction for a distance of approximately 3.150 miles, a speed limit of seventy (70) miles per hour at all times to the South City Limit of Sherman as evidenced by the attached which is hereby approved and made a part hereof.

**SECTION 2.** That any person violating the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding FIVE HUNDRED AND NO/100 DOLLARS (\$500.00).

**SECTION 3.** That the fact that present traffic regulations are inadequate to control traffic in areas covered by this ordinance creates an emergency which is here and now declared, and all rules and regulations providing for the reading of ordinance is passed as an emergency measure and shall be in full force and effect from and after its passage and publication and after the installation of speed limit signs.

**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 \_\_\_\_\_, 2019.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**



1365 North Main Street • Paris, Texas 75460 • (903) 737-9300

January 15, 2019

Mr. Robby Hefton  
City Manager, City of Sherman  
P.O. Box 1106  
Sherman, TX 75091

Dear Mr. Hefton:

Our District Traffic Office has completed a new speed study for safety reasons on SH 289. The attached speed zone map shows the results from the study and the proposed speed zone limit. The Texas Transportation Commission will pass a minute order changing the speeds in the rural areas adjacent to your city. We need your concurrence to change the speeds within your city limits.

Attached is a sample speed zoning ordinance covering the proposed speed zone. The sample ordinance may be used in its present form, or may be rewritten, using the distances and speed limits given.

Please present the proposed speed zoning plan to the city council for their review and passage of the required ordinance. **When approved a signed and sealed original of the completed ordinance should be sent to this office.**

Upon receipt of the approved ordinance, we will install the necessary signage.

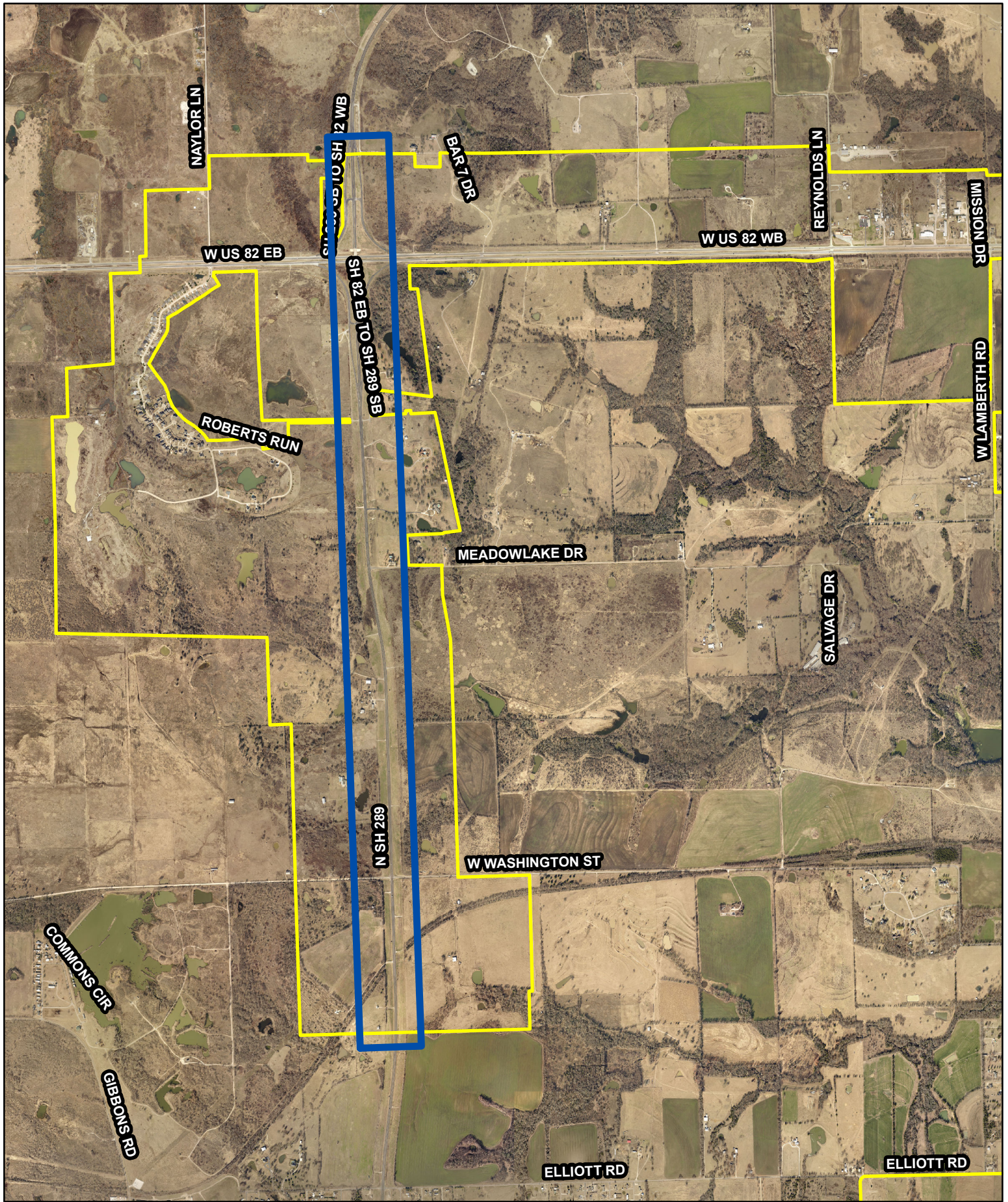
If you have any questions, contact Ashley Smith in the District Traffic Office at 903-737-9234 or by email at [Ashley.Smith@txdot.gov](mailto:Ashley.Smith@txdot.gov)

Sincerely,

Darius Samuels, P.E.  
Traffic Engineer

DLS: rrv  
Attachments  
DTO file







**ORDINANCE NO. 5707**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5694; ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF S.H. 289 IN THE CITY OF SHERMAN; FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

*WHEREAS, by authority and direction of the City Council of the City of Sherman, Texas, an engineering and traffic study and survey have been made by the Transportation Operations Office of the Texas Department of Transportation to determine the maximum, reasonable and prudent speeds for vehicles traveling upon the following named streets and highways and parts thereof, to facilitate the most effective use of said streets and highways and the safe and effective movement of vehicular traffic thereon; and*

*WHEREAS, such study and survey establishes, and it is so found by the City Council of the City of Sherman, Texas, that the following are the maximum, reasonable and prudent rates of speed for vehicular traffic upon said streets and highways and parts thereof;*

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

**SECTION 1.** That no person shall drive a vehicle upon a public road, street or highway in the City of Sherman, Texas, at a speed that is greater than is reasonable and prudent under the conditions and circumstances then existing. Except, when a special hazard exists that requires lower speeds for compliance with the above requirement, the limits hereinafter set out shall be lawful, but any speed in excess of the limits as hereinafter set out for streets and highways and portions thereof to which they apply shall be prima facie evidence that the speed is not reasonable or prudent:

On S.H. 289 from the City of Sherman city limit line north of U.S. Highway 82 in a southerly direction for a distance of approximately 0.323 miles, a speed limit of seventy (70) miles per hour during the day-time and sixty-five (65) miles per hour during the night-time to the south city limits line of the City of Sherman, Texas, *as authorized by Transportation Commission Minute Order 112694 and as evidenced by the attached, which is hereby approved and made a part hereof.*

**SECTION 2.** That any person violating the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding FIVE HUNDRED AND NO/100 DOLLARS (\$500.00).

**SECTION 3.** That the fact that present traffic regulations are inadequate to control traffic in areas covered by this ordinance creates an emergency which is here and now declared, and all rules and regulations providing for the reading of ordinance is passed as an emergency measure and shall be in full force and effect from and after its passage and publication and after the installation of speed limit signs.

**SECTION 3 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 4-5.** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 5 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 1st day of August, 2011.

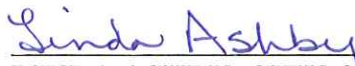
**ADOPTED** on this the 1st day of August, 2011.

**EFFECTIVE DATE** on this the 1st day of August, 2011.

**CITY OF SHERMAN, TEXAS**

BY:   
**BILL MAGERS, MAYOR**

**ATTEST:**

BY:   
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

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

|                             |      |                   |  |
|-----------------------------|------|-------------------|--|
| DEVELOPMENT                 |      | SHERMAN, INC      |  |
| RES. SIGHT DISTANCE         |      | POP 35,082        |  |
| BALL BANK or ADVISORY SPEED |      | CENSUS 2000       |  |
| CURVES OVER 2"              |      |                   |  |
| GRADES OVER 3%              |      |                   |  |
| SURFACE WIDTH AND TYPE      |      |                   |  |
| R.O.W. AND ROBD. WIDTH      |      |                   |  |
| ACCIDENTS                   |      |                   |  |
| ZONE LENGTHS                | MILE | 0.323 MILES       |  |
| ZONE SPEEDS                 | MPH  | statewide maximum |  |

**TOWARD**

POTTSBORO

C.L. BEARINGS

**TOWARD**

SOUTHMAYD

Map details: US 82, SHERMAN CITY LIMIT, mileposts 64, 65, 66, 68, 69, 70, 71, 75, 78, 79, 88, 125, 159.

69  
78  
159

70  
75  
125

|                                                                                                                        |      |                   |                   |                   |
|------------------------------------------------------------------------------------------------------------------------|------|-------------------|-------------------|-------------------|
| ZONE SPEEDS                                                                                                            | MPH  | statewide maximum | statewide maximum | statewide maximum |
| ZONE LENGTHS                                                                                                           | MILE |                   | 0.323 MILES       |                   |
| ACCIDENTS                                                                                                              | 2010 |                   |                   |                   |
| R.O.W. AND ROBD WIDTH                                                                                                  |      |                   |                   |                   |
| SURFACE WIDTH AND TYPE                                                                                                 |      |                   |                   |                   |
| 46' ACP 2" ONE CST PRIME COAT FLEX BASE 5" CEMENT TREAT BASE 8" LIME TREAT TREAT B" 2-12' RTVL LNS 2-11' SHLDRS IN/OUT |      |                   |                   |                   |
| GRADES OVER 3%                                                                                                         |      |                   |                   |                   |
| CURVES OVER 2"                                                                                                         |      |                   |                   |                   |
| BALL BANK or ADVISORY SPEED                                                                                            |      |                   |                   |                   |
| RES. SIGHT DISTANCE                                                                                                    |      |                   |                   |                   |
| DEVELOPMENT                                                                                                            |      |                   |                   |                   |

**DIST. #** D1 PARIS COUNTY GRAYSON

**HIGHWAY** SH 289 CITY SHERMAN

**DATE OF SURVEY** 05/17/2010 **SCALE** 10' = 1 MILE

**POOR VISUAL TO TURNING TRAFFIC**

**LIMITS OF ZONE**

| SECTION ONE |           |               |         | SECTION TWO |         |               |         |
|-------------|-----------|---------------|---------|-------------|---------|---------------|---------|
| STATION     | OR N.P.   | CONT. & SECT. | PROJECT | STATION     | OR N.P. | CONT. & SECT. | PROJECT |
| BEGINS      | MP 17.384 | CS 0091-01    |         | BEGINS      |         |               |         |
| ENDS        | MP 17.707 | CS 0091-01    |         | ENDS        |         |               |         |

42 65 PERCENTILE SPEED

62 TOP SPEED MEASURED

125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT

○ PERSONAL INJURY ACCIDENT

○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

**CORRECTED 12-6-10 AKW**

**SPEED ZONE**

PARTRAF\TRAF\KIM\AUSTIN 52\42 2010\SH289DR SHERMAN 5-10

**ORDINANCE NO. 5694**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF S.H. 289 IN THE CITY OF SHERMAN; FIXING PENALTIES FOR VIOLATION THEREOF; 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 no person shall drive a vehicle upon a public road, street or highway in the City of Sherman, Texas, at a speed that is greater than is reasonable and prudent under the conditions and circumstances then existing. Except, when a special hazard exists that requires lower speeds for compliance with the above requirement, the limits hereinafter set out shall be lawful, but any speed in excess of the limits as hereinafter set out for streets and highways and portions thereof to which they apply shall be prima facie evidence that the speed is not reasonable or prudent:

On S.H. 289 from the City of Sherman city limit line north of U.S. Highway 82 in a southerly direction for a distance of approximately 0.323 miles, a speed limit of seventy (70) miles per hour during the day-time and sixty-five (65) miles per hour during the night-time to the south city limits line of the City of Sherman, Texas.

**SECTION 2.** That any person violating the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding FIVE HUNDRED AND NO/100 DOLLARS (\$500.00).

**SECTION 3.** 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 4.** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 5.** 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 16th day of May, 2011.

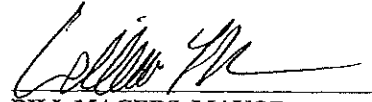
ADOPTED on this the 16th day of May, 2011.



EFFECTIVE DATE on this the 16th day of May, 2011.

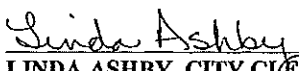
CITY OF SHERMAN, TEXAS

BY:

  
BILL MAGERS, MAYOR

ATTEST:

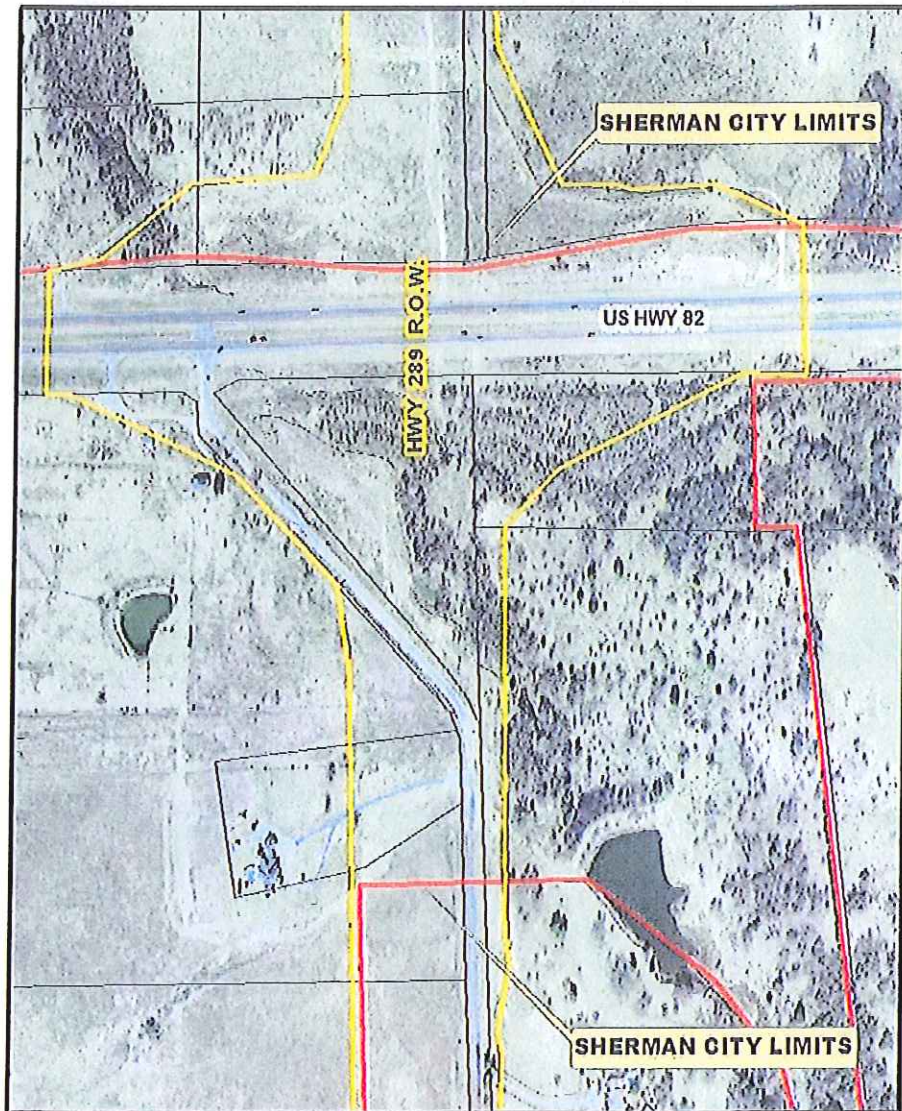
BY:

  
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM  
AND CONTENT:

BY:

  
BRANDON S SHELBY,  
CITY ATTORNEY



City of Sherman, Texas  
Engineering Department

**SHERMAN CITY LIMITS AT INTERSECTION  
OF HWY 82 AND HWY 289**





# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

B.2.

**Meeting Date:** 02/04/2019

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Number: 6178

**Issue:**

- B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6178**  
Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of State Highway 289 in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency
-



# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

B.3.

**Meeting Date:** 02/04/2019

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**CONSENT AGENDA**

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

**Issue:**

**C. 2.      \* RESOLUTION NO.6456**

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

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

C.1.

**Meeting Date:** 02/04/2019

**Prepared By:** Clint Philpott, Director of Engineering

**Approved By:** Robby Hefton, City Manager

---

#### **Caption:**

#### **RESOLUTION NO. 6455**

Authorizing Execution of a Development Agreement with Mitchell Enterprises, Ltd. for the Construction of Public Facilities in Copley Addition, Phase 2, a 10.704-acre Development off of Copley Street, east of State Highway 11 (Dewey Avenue) in the City of Sherman

#### **Issue:**

The construction of public facilities in Copley Addition, Phase 2, a 10.704-acre development off of Copley Street, east of State Highway 11 (Dewey Avenue) in the City of Sherman

#### **Background:**

Mitchell Enterprises, Ltd. proposes to construct a 10.704-acre development off of Copley Street, east of State Highway 11 (Dewey Avenue), which includes the construction of storm water, water mains, sanitary sewer mains and public roads.

#### **Origination:**

Engineering Department

#### **Financial Consideration:**

The development fee to be paid by the developer for public inspection will be \$12,927.12.

#### **Staff Recommendation:**

Staff recommends approval and execution of the Development Agreement.

#### **Alternatives:**

As directed by City Council

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#### **Attachments**

Resolution No. 6455

Development Agreement - Copley Addition, Phase 2

Aerial Location Map

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**RESOLUTION NO. 6455**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH MITCHELL ENTERPRISES, LTD. FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN COPLEY ADDITION, PHASE 2, A 10.704-ACRE DEVELOPMENT OFF OF COPLEY STREET, EAST OF STATE HIGHWAY 11 (DEWEY AVENUE) IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Mitchell Enterprises, Ltd. for the construction of public facilities in Copley Addition, Phase 2, a 10.704-acre development off of Copley Street, east of State Highway 11 (Dewey Avenue) in the City of Sherman, 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 \_\_\_\_\_, 2019.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**

STATE OF TEXAS           §  
                                          §  
COUNTY OF GRAYSON   §

**DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF SHERMAN AND MITCHELL ENTERPRISES, LTD.**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), by and among the City of Sherman (“City”), a municipal corporation organized under the laws of the State of Texas, Mitchell Enterprises, Ltd., (“Developer”).

**WITNESSETH:**

**WHEREAS**, City recognizes the importance of its continued role in local economic development; and

**WHEREAS**, Developer is developing a portion of the City and making improvements to the City; and

**WHEREAS**, Developer owns or controls lands located in Sherman, Texas, and described to the City by the Developer as Copley Addition, Phase 2, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit “A” and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

**WHEREAS**, the Developer desires that the City accept the dedication of the streets, utilities, and other improvements as reflected on the plans and specifications submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I; and

**WHEREAS**, the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services;

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

**ARTICLE I.  
SPECIFIC CONTRACT PROVISIONS**

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens



and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before December 01, 2019, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.
7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
  - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
  - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.
14. **WAIVER OF RIGHTS UNDER STATE LAW:**
  - A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal

infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$12,927.12.
- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.

- D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

## ARTICLE II.

### GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.
3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately

notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

**CITY:**

DESIGNEE: Clint Philpott, P.E.  
ADDRESS: 220 W. Mulberry Street  
Sherman, TX 75090  
PHONE: 903-892-7327  
FAX: 903-870-7802

**DEVELOPER:** Mitchell Enterprises, Ltd.

DESIGNEE: Steve Mitchell  
ADDRESS: 700 N. Crockett  
Sherman, TX 75090  
PHONE: 903-771-4584 x111  
FAX: N/A

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.
13. **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 the parties to be attached to and made a part of this Agreement.
14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this \_\_\_\_ day of \_\_\_\_\_ 2019, with an original to each party.

**Developer:** **Mitchell Enterprises, Ltd.**

**BY:** \_\_\_\_\_  
**NAME:** Steve Mitchell  
**TITLE:** Owner

**ATTEST:**                      **BY:** \_\_\_\_\_  
  
                                         **NAME:** \_\_\_\_\_  
  
                                         **TITLE:** \_\_\_\_\_

**CITY:**                      **CITY OF SHERMAN**

**BY:** \_\_\_\_\_  
**NAME:** **Robby Hefton**  
**TITLE:** **City Manager**

**ATTEST:**                      **BY:** \_\_\_\_\_  
                                         **NAME:** **Linda Ashby**  
                                         **TITLE:** **City Clerk**

**APPROVAL RECOMMENDED:**

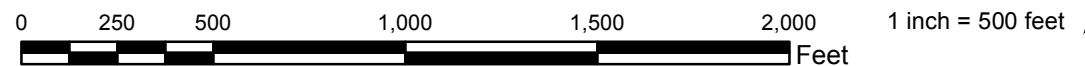
\_\_\_\_\_  
**Clint Philpott, P.E. / Director Engineering**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Brandon S. Shelby, City Attorney**



# Copley Addition, Phase 2







# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

C.2.

**Meeting Date:** 02/04/2019

**Prepared By:** Mark Gibson, Director of Utilities

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**\* RESOLUTION NO. 6456**

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:**

At the December 17, 2018 meeting, the City Council authorized a request to advertise for the solicitation of public bids from various chemical vendors for the annual supply of chemicals for our water operations. This year, the City received bids from ten (10) vendors. In order to gain maximum benefit for the City, each type of chemical is considered separately for awarding purposes; thus, the staff recommends awarding contracts to six (6) different vendors based on the lowest price for each of the chemicals. Attached is a summary of the chemical vendors' pricing.

No responsive bids were received for one chemical, Liquid Ammonia. City staff will re-advertise for public bids of this chemical.

**Origination:**

Department of Utilities

**Financial Consideration:**

Funding is available in the Water Production budget for fiscal year (FY) 2018-2019 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

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**Attachments**

Resolution No. 6456

Bid Tabulation

Supply Contract - DPC Industries, Inc.

Supply Contract - Brenntag Southwest, Inc.

Supply Contract - Vineera Chemicals, LLC

Supply Contract - FSTI, Inc.

Supply Contract - Affinity Chemical, LLC

Supply Contract - Pennco, Inc.

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**RESOLUTION NO. 6456**

**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 DPC Industries, Inc., Brenntag Southwest, Inc., ViNeera Chemicals, LLC, FSTI, Inc., Affinity Chemical, LLC and Pennco, 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 DPC Industries, Inc., Brenntag Southwest, Inc., ViNeera Chemicals, LLC, FSTI, Inc., Affinity Chemical, LLC, and Pennco, 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 \_\_\_\_\_, 2019.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:**

\_\_\_\_\_  
**DAVID PLYLER, 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 10, 2019; 2:00 PM

[illegible]

**City of Sherman**  
**Water Treatment Chemical Bid Tabulation**  
**January 10, 2019; 2:00 PM**

[illegible]

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 Chlorine 150# 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 5, 2019, and ending on February 4, 2020.

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 10, 2019 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 \_\_\_\_\_ 2019.

SUPPLIER:

DPC Industries, Inc

CITY:

CITY OF SHERMAN, TEXAS

BY: [Signature]

NAME: Ryan Brown  
TITLE: Territory Manager  
ADDRESS: PO Box 59  
Cleburne, TX 76033

BY: \_\_\_\_\_

ROBBY HEFTON,  
CITY MANAGER  
220 W. MULBERRY  
SHERMAN, TEXAS, 75090

ATTEST:

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

LINDA ASHBY,  
CITY CLERK

APPROVED:

\_\_\_\_\_  
BRANDON SHELBY  
CITY ATTORNEY

John L. Wortham & Son, L.P.  
PO Box 1388  
Houston, TX 77251-1388

City of Sherman  
Finance Department  
PO Box 1106  
Sherman TX 75099

# MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline™**

**Sender:** (HOU) David Rojas

**Phone:** 713-526-3366

**Subject:** Cert No. 41562466 - Certificate of Liability: DX  
Holding Company Inc - Renewal Certificate

**Date:** 4/26/2018

**No. of Pages:** 2

**URL:** [www.worthaminsurance.com](http://www.worthaminsurance.com)

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2018

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 have ADDITIONAL INSURED provisions or 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 John L. Wortham & Son, L.P.  
PO Box 1388  
Houston, TX 77251-1388

CONTACT NAME: John L. Wortham & Son, L.P.  
PHONE (A/C, No, Ext): 713-526-3366 FAX (A/C, No): 713-521-1951  
E-MAIL ADDRESS:

www.worthaminsurance.com

INSURED  
DPC Industries, Inc.  
601 W. Industrial Blvd.  
Cleburne TX 76033

| INSURER(S) AFFORDING COVERAGE                      | NAIC # |
|----------------------------------------------------|--------|
| INSURER A: AIG Specialty Insurance Company         | 26883  |
| INSURER B: Zurich American Insurance Company       | 16535  |
| INSURER C: Zurich American Insurance Company of IL | 27855  |
| INSURER D:                                         |        |
| INSURER E:                                         |        |
| INSURER F:                                         |        |

## COVERAGES

CERTIFICATE NUMBER: 41562466

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 INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>Retro Date 5/15/1986<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | EG 14260719    | 5/1/2018                | 5/1/2019                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$25,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                             |           |          | BAP 0281372-01 | 5/1/2018                | 5/1/2019                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                                                                                        |           |          |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                  | Y/N<br>N  | N/A      | WC 0281374-01  | 5/1/2018                | 5/1/2019                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>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)

## CERTIFICATE HOLDER

## CANCELLATION

City of Sherman  
Finance Department  
PO Box 1106  
Sherman TX 75099

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

John L. Wortham &amp; Son, L.P.

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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 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), Sodium Chloride, Citric Acid, Sodium Bisulfite, Sodium Hypochlorite, Liquid 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 5, 2019, and ending on February 4, 2020.

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 10, 2019 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 \_\_\_\_\_ 2019.

SUPPLIER:  
Brenntag Southwest, Inc.

CITY:  
CITY OF SHERMAN, TEXAS

|                                        |                       |
|----------------------------------------|-----------------------|
| BY: _____                              | BY: _____             |
| NAME: <u>W. Thomas Crain, Jr.</u>      | ROBBY HEFTON,         |
| TITLE: <u>President</u>                | CITY MANAGER          |
| ADDRESS: <u>704 E Wintergreen Road</u> | 220 W. MULBERRY       |
| <u>Lancaster, Texas 75134</u>          | SHERMAN, TEXAS, 75090 |

ATTEST:

ATTEST:

|                                   |              |
|-----------------------------------|--------------|
| BY: _____                         | BY: _____    |
| NAME: <u>Krisla Cadenhead</u>     | LINDA ASHBY, |
| TITLE: <u>Executive Assistant</u> | CITY CLERK   |

APPROVED:

\_\_\_\_\_  
BRANDON SHELBY  
CITY ATTORNEY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2018

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 have ADDITIONAL INSURED provisions or 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).

|                                                                                      |                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Marsh USA Inc.<br>1717 Arch Street<br>Philadelphia, PA 19103-2797 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL ADDRESS:</b><br><b>FAX (A/C, No):</b>                                                                                                                                                                                                                     |
| CN101263979-ALL-GAW-19-20                                                            | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Insurance Company Of The State Of PA<br><b>INSURER B:</b> ACE American Insurance Company<br><b>INSURER C:</b> Indemnity Insurance Company of North America<br><b>INSURER D:</b> ACE Fire Underwriters Insurance Company<br><b>INSURER E:</b><br><b>INSURER F:</b> |
| <b>INSURED</b><br>BRENNTAG SOUTHWEST, INC.<br>610 FISHER ROAD<br>LONGVIEW, TX 75604  | <b>NAIC #</b><br>19429<br>22667<br>43575<br>20702                                                                                                                                                                                                                                                                           |

**COVERAGES** **CERTIFICATE NUMBER:** CLE-006117034-10 **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 INSD | SUBR WVD | POLICY NUMBER                                                    | POLICY EFF (MM/DD/YYYY)                | POLICY EXP (MM/DD/YYYY)                | LIMITS                                                                                                                                                                                                                                      |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------------------------------------------------------|----------------------------------------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CONTRACTUAL LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | GL6634468                                                        | 01/01/2019                             | 01/01/2020                             | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| B           | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                                     |           |          | ISAH25277399                                                     | 01/01/2019                             | 01/01/2020                             | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                   |
|             | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                             |           |          |                                                                  |                                        |                                        | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                          |
| B<br>C<br>D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                      | Y/N<br>N  | N/A      | WLRC65434404 (AOS)<br>WLRC65434362 (CA, MA)<br>SCFC65434441 (WI) | 01/01/2019<br>01/01/2019<br>01/01/2019 | 01/01/2020<br>01/01/2020<br>01/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                   |

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

|                                                                                                      |                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>CITY OF SHERMAN<br>ATTN: CRAIG LONG<br>PO BOX 1106<br>SHERMAN, TX 75091 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br>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 VINEERA CHEMICALS, 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 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 5, 2019, and ending on February 4, 2020.

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 10, 2019 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 \_\_\_\_\_ 2019.

SUPPLIER:

VINEERA CHEMICALS

CITY:

CITY OF SHERMAN, TEXAS

BY: [Signature]

NAME: VINOTH MANOJARAN

TITLE: GENERAL MANAGER

ADDRESS: 24044 CINCO VILLAGE CENTER BLD.

SUITE 100

KATY, TX 77494

BY: \_\_\_\_\_

ROBBY HEFTON,

CITY MANAGER

220 W. MULBERRY

SHERMAN, TEXAS, 75090

ATTEST:

ATTEST:

BY: [Signature]

NAME: Colin Broussard

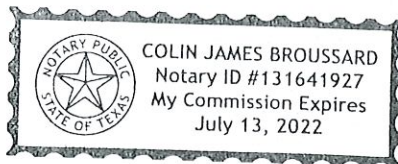
TITLE: Notary

BY: \_\_\_\_\_

LINDA ASHBY,

CITY CLERK

APPROVED:



BRANDON SHELBY  
CITY ATTORNEY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2018

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 have **ADDITIONAL INSURED** provisions or 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 Wortham, a division of Marsh USA, Inc  
PO Box 1388  
Houston, TX 77251-1388

**CONTACT NAME:** Marsh Wortham, a division of Marsh USA, Inc  
**PHONE (A/C, No, Ext):** 713-526-3366 **FAX (A/C, No):** 713-521-1951  
**E-MAIL ADDRESS:**

www.worthaminsurance.com

**INSURED**  
VINEera Chemicals, LLC  
24044 Cinco Village Center Blvd.  
Suite 100  
Katy TX 77494

**INSURER(S) AFFORDING COVERAGE**

NAIC #

**INSURER A:** State National Insurance Company, Inc 12831

**INSURER B:** Texas Mutual Insurance Company 22945

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**COVERAGES****CERTIFICATE NUMBER:** 45509117**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | MEB0692712    | 11/6/2018               | 11/6/2019               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                |           |          | MEC0692712    | 11/6/2018               | 11/6/2019               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000                                                                   |           |          | NEF0692712    | 11/6/2018               | 11/6/2019               | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$1,000,000<br>\$                                                                                                                                                                                |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                   | Y/N<br>N  | N/A      | 0002005970    | 11/6/2018               | 11/6/2019               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>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)

**CERTIFICATE HOLDER**

City of Sherman  
220 W. Mulberry  
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

Marsh Wortham, a division of Marsh USA, Inc.

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SUPPLY CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON §

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 FST, 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 Hydrochloric Acid ✓ 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 5, 2019, and ending on February 4, 2020.

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 10, 2019 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 \_\_\_\_\_ 2019.

SUPPLIER:

FSTI, Inc

CITY:

CITY OF SHERMAN, TEXAS

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Michael Shellen  
Sales + Category Manager  
6302 Bridgepoint Pkwy ste 1-200  
Austin, TX 78730

BY: \_\_\_\_\_

ROBBY HEFTON,

CITY MANAGER

220 W. MULBERRY

SHERMAN, TEXAS, 75090

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Jerrold Hodge  
Jerrold Hodge  
Notary

ATTEST: \_\_\_\_\_

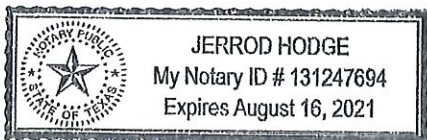
BY: \_\_\_\_\_

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 Affinity Chemical, 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 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 5, 2019, and ending on February 4, 2020.

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 10, 2019 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 \_\_\_\_\_ 2019.

SUPPLIER: Affinity Chemical, LLC CITY: CITY OF SHERMAN, TEXAS

BY: Matthew Reichl BY: \_\_\_\_\_  
NAME: Matthew Reichl ROBBY HEFTON,  
TITLE: Marketing Analyst CITY MANAGER  
ADDRESS: P.O. Box 601298 Dallas, TX 75360 220 W. MULBERRY  
SHERMAN, TEXAS, 75090

ATTEST:

ATTEST:

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ LINDA ASHBY,  
TITLE: \_\_\_\_\_ CITY CLERK

APPROVED:

\_\_\_\_\_  
BRANDON SHELBY  
CITY ATTORNEY



# CERTIFICATE OF LIABILITY INSURANCE

8/30/2019

DATE (MM/DD/YYYY)

1/29/2019

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 have ADDITIONAL INSURED provisions or 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).

|                                                                                                                      |                                                           |                       |               |
|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------------|---------------|
| <b>PRODUCER</b><br>Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 | <b>CONTACT NAME:</b>                                      |                       |               |
|                                                                                                                      | <b>PHONE (A/C, No, Ext):</b>                              | <b>FAX (A/C, No):</b> |               |
| <b>INSURED</b><br>1424200<br>AFFINITY CHEMICAL, LLC<br>P.O. BOX 601298<br>DALLAS, TX 75360                           | <b>INSURER(S) AFFORDING COVERAGE</b>                      |                       | <b>NAIC #</b> |
|                                                                                                                      | <b>INSURER A:</b> AIG Specialty Insurance Company         |                       | 26883         |
|                                                                                                                      | <b>INSURER B:</b> Commerce and Industry Insurance Company |                       | 19410         |
|                                                                                                                      | <b>INSURER C:</b> Texas Mutual Insurance Company          |                       | 22945         |
|                                                                                                                      | <b>INSURER D:</b>                                         |                       |               |
|                                                                                                                      | <b>INSURER E:</b>                                         |                       |               |
| <b>INSURER F:</b>                                                                                                    |                                                           |                       |               |

**COVERAGES****CERTIFICATE NUMBER:** 15856555**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: | N                                            | N        | EG12743617    | 8/30/2018               | 8/30/2019               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                    | N                                            | N        | CA4416636     | 8/30/2018               | 8/30/2019               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                               |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                 | N                                            | N        | EGU12770356   | 8/30/2018               | 8/30/2019               | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$ XXXXXXXX                                                                                                                                                                           |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             | Y/N<br><input checked="" type="checkbox"/> N | N/A      | 0002019492    | 8/30/2018               | 8/30/2019               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| A        | <b>POLLUTION</b>                                                                                                                                                                                                                                                                                                          | N                                            | N        | EG12743617    | 8/30/2018               | 8/30/2019               | \$1,000,000 OCC.<br>\$2,000,000 AGG.<br>RETENTION: \$25,000                                                                                                                                                                                       |

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

**CERTIFICATE HOLDER****CANCELLATION** See Attachment**15856555**CITY OF SHERMAN  
FINANCE DEPT.  
ATTN: CRAIG LONG  
PO BOX 1106  
SHERMAN TX 75091

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

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Affinity Chemical, LLC  
DBA Affinity Chemical  
DBA Affinity Chemical Woodbine, LLC  
DBA Affinity Chemical Arkansas, LLC  
DBA Affinity Chemical Texas, LLC  
DBA Affinity Chemical Wisconsin, LLC  
DBA Affinity Chemical Virginia, LLC

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 Fluorosilicic Acid 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 5, 2019, and ending on February 4, 2020.

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 10, 2019 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 5th day of February 2019.

SUPPLIER:  
Pencco, Inc.

CITY:  
CITY OF SHERMAN, TEXAS

BY: *Sarah Duffy*  
NAME: Sarah Duffy  
TITLE: Bid Sec.  
ADDRESS: P.O. Box 600  
San Felipe, TX 77473

BY: \_\_\_\_\_  
ROBBY HEFTON,  
CITY MANAGER  
220 W. MULBERRY  
SHERMAN, TEXAS, 75090

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
LINDA ASHBY,  
CITY CLERK

APPROVED:

\_\_\_\_\_  
BRANDON SHELBY  
CITY ATTORNEY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2018

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 have ADDITIONAL INSURED provisions or 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).

|                                                                                                              |  |                                                                                                                                                                                                                                           |  |
|--------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Higginbotham Insurance Agency, Inc.<br>11700 Katy Freeway, Suite 1100<br>Houston TX 77079 |  | <b>CONTACT NAME:</b> Houston Certificates<br><b>PHONE (A/C, No, Ext):</b> 713-952-9990<br><b>FAX (A/C, No):</b> 713-952-9939<br><b>E-MAIL ADDRESS:</b> HouCerts@higginbotham.net                                                          |  |
| <b>INSURED</b><br>Pencco, Inc.<br>PO Box 600<br>San Felipe TX 77473                                          |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Everest Indemnity Insurance Company<br><b>INSURER B:</b> Everest National Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
| PENC2                                                                                                        |  | NAIC #<br>10851<br>10120                                                                                                                                                                                                                  |  |

**COVERAGES**

CERTIFICATE NUMBER: 1620166239

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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> \$2,500<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                    | EF4ML06170181 | 11/15/2018              | 11/15/2019              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$25,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                               |                    | EF4CA00268181 | 11/15/2018              | 11/15/2019              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                                   |                    | EF4CU01227181 | 11/15/2018              | 11/15/2019              | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000<br>\$                                                                                                                                                                              |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                                                                                                                                    | N/A                | EF4WC00016182 | 11/15/2018              | 11/15/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>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)

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                            |                                                                                                                                                                |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Sherman<br>Finance Department<br>P.O. Box 1106<br>Sherman TX 75090 | 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<br>                                                                                                                                  |

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# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

|                                               |           |                                                                    |
|-----------------------------------------------|-----------|--------------------------------------------------------------------|
| AGENCY<br>Higginbotham Insurance Agency, Inc. |           | NAMED INSURED<br>Pencco, Inc.<br>PO Box 600<br>San Felipe TX 77473 |
| POLICY NUMBER                                 |           |                                                                    |
| CARRIER                                       | NAIC CODE | EFFECTIVE DATE:                                                    |

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy includes a blanket automatic additional insured provision that 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 waiver of subrogation provision 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 contains a special endorsement with "Primary and Noncontributory" wording.

The General Liability policy includes Pollution Liability.

The Automobile Liability policy includes a blanket automatic additional insured provision that 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 Automobile Liability policy includes a blanket waiver of subrogation provision to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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

The Automobile Liability policy includes Pollution Broadening Endorsement.

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 Workers' Compensation policy includes a blanket Alternate Employer 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 United States Longshore and Harbor Workers' Compensation Act Coverage Endorsement.

The General Liability, Automobile Liability, and Workers' Compensation policy include blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

The Excess Liability policy is follow form: General Liability, Contractor Pollution Liability, Automobile Liability, Employers Liability, & Foreign Liability.



# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

D.1.

**Meeting Date:** 02/04/2019

**Prepared By:** Clint Philpott, Director of Engineering

**Approved By:** Robby Hefton, City Manager

---

### **Caption:**

### **OTHER BUSINESS**

Consider Approval of the Annexation Scheduling Plan for Adoption of 9.758 acres on West Washington Street, West of F.M. 1417 (Heritage Parkway), Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

### **Issue:**

To consider approval of the schedule for annexation of 9.758 acres on West Washington Street, west of F.M. 1417 (Heritage Parkway), adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

### **Background:**

The property owners have requested annexation into the city limits, 9.758 acres located on West Washington Street, west of F.M. 1417 (Heritage Parkway), adjacent to the Sherman City Limits and in the City's ETJ.

State law requires the City Council 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.

Nothing in the statute requires that the two public hearings be held on separate dates, or even at separate meetings. As the annexation was requested by the property owner and not likely to elicit objection, City staff recommends that both public hearings on the intent to annex be held at the February 18<sup>th</sup> regular meeting and that the action on the Annexation Ordinance be taken at the March 18<sup>th</sup> regular meeting.

### **Origination:**

Letter requesting annexation by Washington Bend, LLC, subject Property Owner / Developer

**Financial Consideration:**

City accepts maintenance. A cost benefit analysis will be prepared prior to final action on this item.

**Staff Recommendation:**

City Staff recommends that both public hearings on the intent to annex be held at the February 18<sup>th</sup> regular meeting and that the action on the Annexation Ordinance be taken at the March 18<sup>th</sup> regular meeting.

**Alternatives:**

None proposed

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**Attachments**

Annexation Scheduling Plan

Request for Annexation

Legal Description - West Washington Street

Service Plan

Aerial Location Map - West Washington Street

---

## **ANNEXATION SCHEDULING PLAN**

- Wednesday, February 6, 2019.....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 7, 2019.....Post notice on City's website, newspaper and City Hall for City Council's 1<sup>st</sup> and 2<sup>nd</sup> Public Hearings 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 14, 2019.....Post notice of 1<sup>st</sup> and 2<sup>nd</sup> Public Hearings under the Open Meetings Act.
- Monday, February 18, 2019.....City Council's 1<sup>st</sup> and 2<sup>nd</sup> Public Hearings on intent to annex and service plan.\* (Regular Council Meeting)
- Thursday, March 14, 2019.....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, March 18, 2019.....City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.\* (Regular Council Meeting)

\* If more than twenty (20) adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one (1) of the public hearings must be held in the area to be annexed.

**Gary Corley**

**From:** Gary Corley [garycorley@gorleylaw.com]  
**Sent:** Wednesday, January 23, 2019 10:54 AM  
**To:** 'amber@ci.sherman.tx.us'  
**Cc:** 'Jim Lindsey'; 'Jacob Pelley'; 'Blume Loe'  
**Subject:** FW: Washington Oaks Subdivision  
**Attachments:** Washington Bend - City Limits tract - field notes.pdf; CGS310119.pdf; CGS631118.pdf; Washington Bend -plat application Sherman.pdf

Good morning, Amber

I now have the boundary survey of the portion of the Washington Oaks Subdivision that, on behalf of Washington Bend, LLC as a Managing Member, request the City of Sherman to annex the land for the development of residential use. Please see attached Survey, along with the platting for the portion of the subdivision that is already within the city limits of the City of Sherman. Please acknowledge that this email is sufficient for the purpose of commencing the annexation process and that addressing this communication to you is appropriate. If not, then I will prepare a letter on my firm's stationery to be hand-delivered today. Thank you.

With kindest, Regards,

GDC

Gary D. Corley  
 CORLEY LAW FIRM  
 108 North Travis Street  
 Sherman, Texas 75090  
 (903) 892-1048 Office  
 (214) 260-4925 Fax  
 \* (903) 814-5032 Cell

*[Handwritten signature: Gary Corley]* AS MEMBER  
 OF WASHINGTON BEND LLC

**From:** kate@helveywagnersurvey.net [mailto:kate@helveywagnersurvey.net]  
**Sent:** Tuesday, January 22, 2019 11:27 AM  
**To:** Gary Corley  
**Cc:** garycorley@gorleylaw.com; Jake Pelley; jim@adamilindsey.com; Blume Loe, Jr.  
**Subject:** Re: Washington Oaks Subdivision

Good morning:

Here is a copy of the plat and field notes for the annexation into the City Limits. This needs to be provided to the City of Sherman, along with any paperwork to get the annexation process started. I have also attached a PDF copy of the plat we have showing the changes Gary & I discussed. From the latest file from KJE, we do not have street names, so if you do not have those, please go ahead and start thinking of some.

I will also be forwarding this onto KJE Engineers also, so we will work on getting this to the City by Thursday, as that is the deadline for the next meeting. I went ahead and filled out a plat application that someone will need to complete and sign in pink and turn into the Planning & Zoning Department by 5 PM on Thursday. We will take care of the plat copies that will be required for the submittal. If you know of the street names, go ahead and forward to me. Otherwise, we will be working on some final touches for Thursday.

*Kindest Regards,*

1/23/2019



# Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: helveysurvey@cableone.net

TBPLS Firm Registration No. 10088100

Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578 – Kenneth N. Russell, RPLS No. 4409

## 9.758 Acres

**SITUATED** in the County of Grayson, State of Texas, and being a part of the William Thompson Survey, Abstract No. 1210, and being a part of the 21.95 ac. tract of land conveyed to Washington Bend, LLC by Phillip A. Klas and Elizabeth Ellen Andrews Schnitker, Independent Executrix of the Estate of Stephen H. Klas, Deceased by Warranty Deed with Vendor's Lien dated August 16, 2018 and recorded in Instrument No. 2018-18690, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

**BEGINNING** at a 1/2 inch capped rebar set stamped "RPLS 6578" in the North line of Washington Street, a public street, in the East line of both the Fielding Bacon Survey, Abstract No. 119 and the 31-1/8 ac. tract of land (Parcel No. 1 – First Tract) conveyed to Harcomo Farms, Inc. in Instrument No. 2018-1491, said Official Public Records, in the West line of said William Thompson Survey, at the most Westerly Northwest corner of the 1.688 ac. tract of land conveyed to the City of Sherman in Volume 4739, Page 492, said Official Public Records, at the Southwest corner of both said Washington Bend, LLC 21.95 ac. and the herein described tract;

**THENCE** North 00 deg. 52 min. 54 sec. West, with the East line of both said Fielding Bacon Survey and said Harcomo Farms, Inc. 31-1/8 ac. and the West line of both said William Thompson Survey and said Washington Bend, LLC 21.95 ac., passing the Northeast corner of said Harcomo Farms, Inc. 31-1/8 ac. and crossing the South line of the former Texas and Pacific Railroad right-of-way, now abandoned as per Disclaimer filed in Volume 2351, Page 443, Real Property Records, Grayson County, Texas and continuing for a total distance of 1178.65 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in the South line of Lot 5, Forest Glen Addition, an Addition to the City of Sherman, Texas, as per plat of record in Volume 10, Pages 53 and 53A, Plat Records, Grayson County, Texas, at the Northwest corner of both said Washington Bend, LLC 21.95 ac. and the herein described tract;

**THENCE** South 80 deg. 18 min. 00 sec. East, with the South line of said Lot 5 and the North line of said Washington Bend, LLC 21.95 ac., a distance of 193.42 ft. to a point at the beginning of a curve, said point being South 41 deg. 39 min. West, 0.28 ft. from a spike nail found;

**THENCE** Easterly, with the South line of said Lot 5, Lot 4 and Lot 3, the North line of said Washington Bend, LLC 21.95 ac. and with a non-tangent curve to the right, having a radius of 5,729.65 ft. and a central angle of 01 deg. 34 min. 14 sec. (chord bears South 78 deg. 41 min. 41 sec. East, 157.06 ft.), an arc distance of 157.07 ft. to a point at an Ell corner of the City Limits of the City of Sherman, at the Northeast corner of the herein described tract;

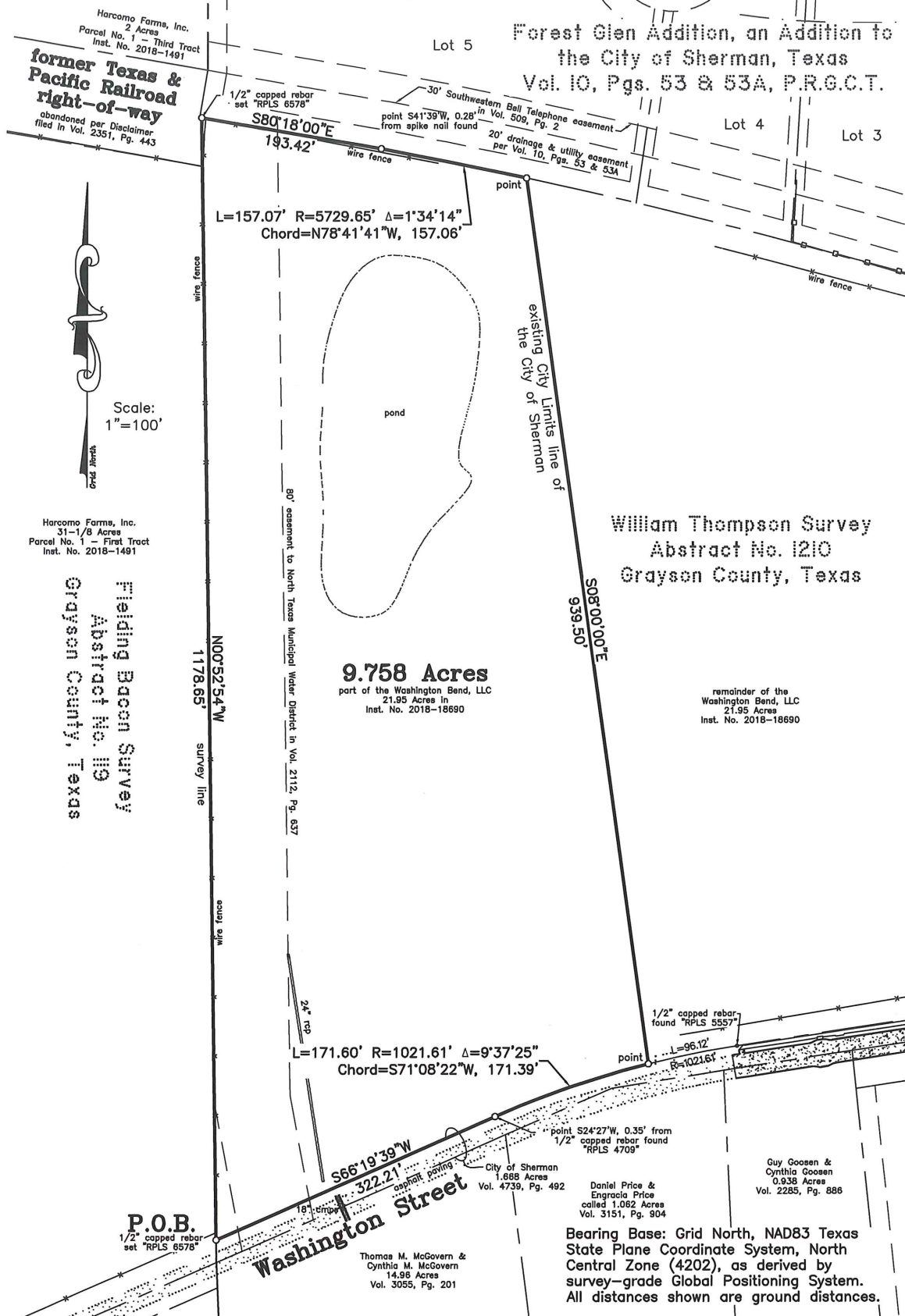
**THENCE** South 08 deg. 00 min. 00 sec. East, over and across said Washington Bend, LLC 21.95 ac., with a West line of the City Limits of the City of Sherman, a distance of 939.50 ft. to a point in the North line of said Washington Street, in the South line of said Washington Bend, LLC 21.95 ac., at the Southeast corner of the herein described tract;

**THENCE** Westerly, with the North line of said Washington Street, the South line of said Washington Bend, LLC 21.95 ac. and with a non-tangent curve to the left, having a radius of 1021.61 ft. and a central angle of 09 deg. 37 min. 25 sec. (chord bears South 71 deg. 08 min. 22 sec. West, 171.39 ft.), an arc distance of 171.60 ft. to a point at the end of said curve, being South 24 deg. 27 min. West, 0.35 ft. from a 1/2 inch capped rebar found stamped "RPLS 4709";

**THENCE** South 66 deg. 19 min. 39 sec. West, continuing with the North line of said Washington Street and the South line of said Washington Bend, LLC 21.95 ac., a distance of 322.21 ft. to the **PLACE OF BEGINNING** and containing **9.758 ACRES** of land.



Kate A. Wagner, R. P. L. S. No. 6578  
January 18, 2019



Job No. CGS310119

Helvey-Wagner Surveying, Inc.  
222 W. Main St., Denison, Texas 75020  
Ph (903) 463-6191 Fax (903) 463-4088  
Email: helveysurvey@comcast.net  
Texas Board of Professional Land Surveying  
Firm Registration No. 10088100

Kate A. Wagner, R. P. L. S. No. 6578  
Copyright Date: January 18, 2019

# **City of Sherman Municipal Service Plan West Washington Street**

## **INTRODUCTION:**

The annexation is the site of approximately 9.758 acres along West Washington Street west of F.M. 1417 (Heritage Parkway), lying adjacent to the City of Sherman existing city limits.

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

## **MUNICIPAL SERVICES TO BE PROVIDED:**

**POLICE PROTECTION:** Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation.

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

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

**BULK WASTE PICKUP:** Free monthly bulk trash and brush pickup would be available on the effective date of annexation.

**STREETS AND BRIDGES:** All roads shall be accepted in current as-is conditions and shall be maintained by the City of Sherman. Any future streets or improvements will be developed by the standard provisions of the Developer's Ordinance. Street lighting will be established according to city guidelines.

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

**CONSTRUCTION INSPECTIONS:** Building inspection activities will be available upon

annexation.

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

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

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

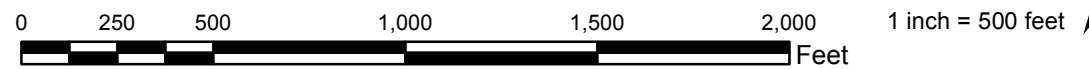
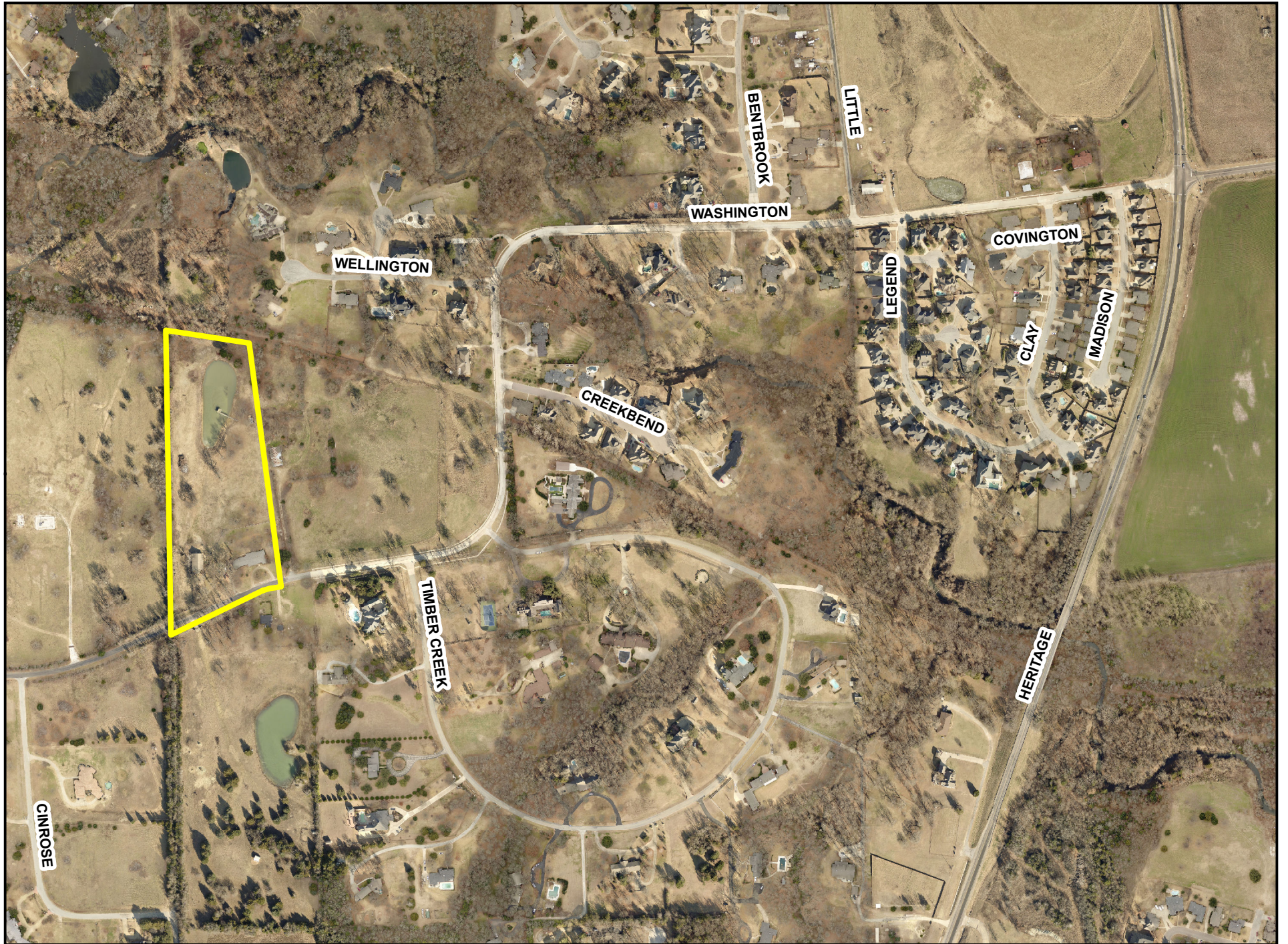
### **CAPITAL IMPROVEMENTS:**

**WATER SERVICE:** Water improvements to the area will be in accordance with the City's Subdivision Ordinance and the City's Utility Extension Policies.

**SEWER SERVICE:** Sewer improvements to the area will be in accordance with the City's Subdivision Ordinance and the City's Utility Extension Policies.



# West Washington Annexation







# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

G.1.

**Meeting Date:** 02/04/2019

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** Robby Hefton, City Manager

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### **Caption:**

### **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**

(a) Library Board (1)

### **Issue:**

There is one vacancy on the Library Board; and we have received an application from Donna Nesbit for service on this board. There are no other applications for the Library Board.

### **Background:**

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

### **Origination:**

The appointment originated with the City Clerk's Office.

### **Financial Consideration:**

There is no financial consideration.

### **Staff Recommendation:**

It is the staff recommendation that Ms. Nesbit be appointed to the Library Board.

### **Alternatives:**

The alternative is to delay an appointment to the Board.

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### **Attachments**

Roster

Fact Sheet

Applicant List

Donna Nesbit Application

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# MEMBERSHIP ROSTER

## LIBRARY BOARD

LENGTH OF TERMS: THREE YEARS  
Term Limit: Three Consecutive Terms

| MEMBER       | DISTRICT | TERM<br>BEGINS                         | TERM<br>EXPIRES                  | TERMS       | MEMBERSHIP<br>REQUIREMENTS                                                                                               |
|--------------|----------|----------------------------------------|----------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------|
| Lisa Hébert  | 4        | A 3/20/2016                            | 3/20/2019                        | 1           | Members are required to be residents of Sherman; have knowledge of Library Affairs and operations; and appreciate books. |
| Randy Hudson | 4        | A 4/7/2015<br>R 4/7/2018               | 4/7/2018<br>4/7/2021             | 1<br>2      |                                                                                                                          |
| Laurie Mealy | 1        | A 1/19/2016<br>R 1/19/2019             | 1/19/2019<br>1/19/2022           | 1<br>2      |                                                                                                                          |
| Nick Keating | 4        | A 1/8/2013<br>R 1/8/2016<br>R 1/8/2019 | 1/8/2016<br>1/8/2019<br>1/8/2022 | 1<br>2<br>3 |                                                                                                                          |
| John West    | 1        | A 1/8/2013<br>R 1/8/2016<br>R 1/8/2019 | 1/8/2016<br>1/8/2019<br>1/8/2022 | 1<br>2<br>3 |                                                                                                                          |
| Ron Cassady  | n/a      | A 11/7/2017                            | 11/7/2020                        | 1           |                                                                                                                          |
| Vacant       |          |                                        |                                  |             |                                                                                                                          |

NOTE:



## FACT SHEET

### LIBRARY BOARD

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

1. Number of Members: SEVEN
2. Term of Appointment: THREE YEARS
3. Consecutive Term Rule: THREE TERMS – ORDINANCE 4223 (10/21/91)
4. Qualifications for Membership: RESIDENTS OF SHERMAN; KNOWLEDGE OF LIBRARY AFFAIRS AND OPERATION; APPRECIATION OF BOOKS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization  
  
CHAIRPERSON E VICE CHAIRPERSON     SECRETARY E  
  
ELECTED E APPOINTED
7. Departmental Responsibility: DIRECTOR OF LIBRARY SERVICES
8. Meeting Date: NO RULE – AS SET BY BOARD BY-LAWS
9. Attendance Requirements: NO RULE – AS SET BY BOARD BY-LAWS

=====

#### PURPOSE:

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

#### RESPONSIBILITIES:

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

## APPLICANT LIST

Library Board

Positions Vacant   1  

| Applicant    | Address     | District | Qualifications |
|--------------|-------------|----------|----------------|
| Donna Nesbit | 1701 Archer | 4        | n/a            |

COMMENTS:



# CITY OF SHERMAN

## APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

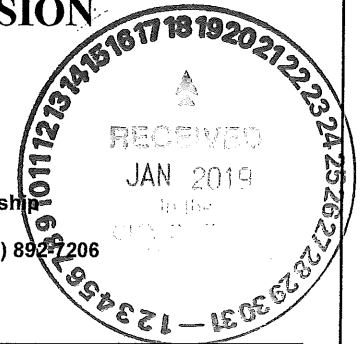
City Clerk's Office  
220 W. Mulberry  
P.O. Box 1106  
Sherman, TX 75091  
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206



Name: Donna Nesbit

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Library Board

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

### Personal Information

Home Address: 1701 Archer Sherman, 75092

Mailing Address: (same)

Telephone: 903-771-0766 <sup>mobile</sup> Fax: 903-647-1177

E-Mail: maefare@hotmail.com

Sherman Resident for 4 years County: Grayson

Drivers License No.: TDL 06263868

Voter Registration No.: 1209164704 ✓

### Occupational Information

Business Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Which Council District do you live in? (see attached map) 4 ✓

Prior work experience: (please include dates)

Teacher (North Forest ISD 1973-1974, Clear Creek ISD 1974-1976),  
Brazosport ISD (1991-1992), Angleton ISD (1992-1993),  
Danbury ISD (1994-1998), Alvin ISD (1998-2003), Adjunct Professor  
(Alvin Community College (2005-2010) Brazosport College (2010))

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1970

Business College, Correspondence School, Adult Education, Other? \_\_\_\_\_

Name of College/University: Angelo State University ☒ Bachelor's ☐ Master's ☐ PhD  
University of Houston, Clear Lake - Master's

Volunteer Work: (please include dates)

Angleton ISD (~1985-1990) Good Shepherd Lutheran Church (1982-2012)  
Trinity Lutheran Church (2014 - 2019) Boy Scouts (~1986-1990)  
Girl Scouts (~1987-1990) Sherman Celtic Festival (2018-2019)

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? \_\_\_\_\_

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I have a Master's degree in library services and believe libraries are an important resource in any community. I would like to use my educational background to help my community. Also, my teaching background covers many age levels that could be an asset to the board.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

- 1) Technology - Keeping up with the rapid changes in technology require a proactive approach. By ensuring that the libraries have the infrastructure, software, and collections in place as well as the policies of use will ensure patrons have access they need as well as providing safety for them and the library.
- 2) Usage - With the new facility, the library needs to have up-to-date policies. Creating policies, procedures, and manuals that cover the needs of the community and the library will assure the safety of the patrons and property.
- 3) Cultural - With Sherman's rapid growth comes cultural changes. Making sure the library addresses the needs of patrons from many backgrounds is important. Overseeing the collections to make sure they address these backgrounds requires constant vigilance of the board.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Computer literate, Texas Teaching certificate, Master's degree in school library services, interest in reading, genealogy, fiber arts

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

none

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: \_\_\_\_\_

#### Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Donna Nesbit

Date: 1/18/19

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

**Sherman**  
CLASSIC TOWN. BROAD HORIZON.



# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

**Meeting Date:** 02/04/2019

**Prepared By:** Pamela Cloer, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**COUNCIL CALENDAR**

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### **Attachments**

2019 Council Calendar

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# 2019

| JANUARY |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    | 1  | 2  | 3  | 4  | 5  |
| 6       | 7  | 8  | 9  | 10 | 11 | 12 |
| 13      | 14 | 15 | 16 | 17 | 18 | 19 |
| 20      | 21 | 22 | 23 | 24 | 25 | 26 |
| 27      | 28 | 29 | 30 | 31 |    |    |
|         |    |    |    |    |    |    |

| FEBRUARY |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    | 1  | 2  |
| 3        | 4  | 5  | 6  | 7  | 8  | 9  |
| 10       | 11 | 12 | 13 | 14 | 15 | 16 |
| 17       | 18 | 19 | 20 | 21 | 22 | 23 |
| 24       | 25 | 26 | 27 | 28 |    |    |
|          |    |    |    |    |    |    |

| MARCH |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       |    |    |    |    | 1  | 2  |
| 3     | 4  | 5  | 6  | 7  | 8  | 9  |
| 10    | 11 | 12 | 13 | 14 | 15 | 16 |
| 17    | 18 | 19 | 20 | 21 | 22 | 23 |
| 24    | 25 | 26 | 27 | 28 | 29 | 30 |
| 31    |    |    |    |    |    |    |

| APRIL |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       | 1  | 2  | 3  | 4  | 5  | 6  |
| 7     | 8  | 9  | 10 | 11 | 12 | 13 |
| 14    | 15 | 16 | 17 | 18 | 19 | 20 |
| 21    | 22 | 23 | 24 | 25 | 26 | 27 |
| 28    | 29 | 30 |    |    |    |    |
|       |    |    |    |    |    |    |

| MAY |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|
| S   | M  | T  | W  | T  | F  | S  |
|     |    |    | 1  | 2  | 3  | 4  |
| 5   | 6  | 7  | 8  | 9  | 10 | 11 |
| 12  | 13 | 14 | 15 | 16 | 17 | 18 |
| 19  | 20 | 21 | 22 | 23 | 24 | 25 |
| 26  | 27 | 28 | 29 | 30 | 31 |    |
|     |    |    |    |    |    |    |

| JUNE |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
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| 2    | 3  | 4  | 5  | 6  | 7  | 8  |
| 9    | 10 | 11 | 12 | 13 | 14 | 15 |
| 16   | 17 | 18 | 19 | 20 | 21 | 22 |
| 23   | 24 | 25 | 26 | 27 | 28 | 29 |
| 30   |    |    |    |    |    |    |

| JULY |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
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| 7    | 8  | 9  | 10 | 11 | 12 | 13 |
| 14   | 15 | 16 | 17 | 18 | 19 | 20 |
| 21   | 22 | 23 | 24 | 25 | 26 | 27 |
| 28   | 29 | 30 | 31 |    |    |    |

| AUGUST |    |    |    |    |    |    |
|--------|----|----|----|----|----|----|
| S      | M  | T  | W  | T  | F  | S  |
|        |    |    |    | 1  | 2  | 3  |
| 4      | 5  | 6  | 7  | 8  | 9  | 10 |
| 11     | 12 | 13 | 14 | 15 | 16 | 17 |
| 18     | 19 | 20 | 21 | 22 | 23 | 24 |
| 25     | 26 | 27 | 28 | 29 | 30 | 31 |

| SEPTEMBER |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
| 1         | 2  | 3  | 4  | 5  | 6  | 7  |
| 8         | 9  | 10 | 11 | 12 | 13 | 14 |
| 15        | 16 | 17 | 18 | 19 | 20 | 21 |
| 22        | 23 | 24 | 25 | 26 | 27 | 28 |
| 29        | 30 |    |    |    |    |    |

| OCTOBER |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    | 1  | 2  | 3  | 4  | 5  |
| 6       | 7  | 8  | 9  | 10 | 11 | 12 |
| 13      | 14 | 15 | 16 | 17 | 18 | 19 |
| 20      | 21 | 22 | 23 | 24 | 25 | 26 |
| 27      | 28 | 29 | 30 | 31 |    |    |
|         |    |    |    |    |    |    |

| NOVEMBER |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    | 1  | 2  |
| 3        | 4  | 5  | 6  | 7  | 8  | 9  |
| 10       | 11 | 12 | 13 | 14 | 15 | 16 |
| 17       | 18 | 19 | 20 | 21 | 22 | 23 |
| 24       | 25 | 26 | 27 | 28 | 29 | 30 |
|          |    |    |    |    |    |    |

| DECEMBER |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
| 1        | 2  | 3  | 4  | 5  | 6  | 7  |
| 8        | 9  | 10 | 11 | 12 | 13 | 14 |
| 15       | 16 | 17 | 18 | 19 | 20 | 21 |
| 22       | 23 | 24 | 25 | 26 | 27 | 28 |
| 29       | 30 | 31 |    |    |    |    |
|          |    |    |    |    |    |    |

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