

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JANUARY 19, 2015
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER JASON SOFEY**
- A. 3. INVOCATION BY COUNCIL MEMBER JASON SOFEY**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 15, 2014**

Proclamations

- B. 1. PROCLAMATION**
"Dr. Martin Luther King, Jr. Day" – January 19, 2015

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5866**
Providing for Permanent Four-Way “Stop” Signs at the Intersection of North Harrison Avenue and East Tuck Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

Close Public Hearing and Consider Adoption of Ordinances

- C. 2. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Number: 5866
- C. 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

D. 1. * RESOLUTION NO. 5929

Finding and Determining a Public Purpose and Public Necessity Exists for the Eastside Outfall Return Sewer Project; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to take all Steps Necessary to Acquire the Needed Property Rights in Compliance with all Applicable Laws and Regulations

D. 2. * RESOLUTION NO. 5930

Authorizing Execution of an Amendment to the Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Sears Lift Station Relief Sewer Improvements

D. 3. * RESOLUTION NO. 5931

Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1223 South Montgomery Street

D. 4. * RESOLUTION NO. 5932

Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 712 East Chaffin Street

D. 5. * RESOLUTION NO. 5933

Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 701 East Chaffin Street

D. 6. * RESOLUTION NO. 5934

Authorizing the Purchase of Two (2) New Wilkens Steel Front Load Ejector Transfer Trailers for the Solid Waste Services Department from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (Buyboard)

D. 7. RESOLUTION NO. 5935

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

Requests to Advertise

E. 1. * REQUEST TO ADVERTISE

Park Restroom Cleaning Services

Other Business

F. 1. OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Chairman Brooks Hull and SEDCO President Scott Connell

F. 2. OTHER BUSINESS

Receive Report from Director of Tourism Lauren Roth

F. 3. * OTHER BUSINESS

Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Certain Streets and Use Certain City Facilities and Services for the 2nd Annual Red River Mardi Gras & Jazz Festival on Saturday, February 7, 2015

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

Consider Board/Commission Appointments

I. 1. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Texoma Area Paratransit System (TAPS) Board of Directors (1)

J. COUNCIL COMMENTS

Executive Session

K. 1. EXECUTIVE SESSION

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

Section 551.074

Personnel Matters:

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

The Council reconvenes into General Session

L. 1. OPEN MEETING

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

M. 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 15, 2015 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 15th day of January, 2015
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

Carolyn S. Wacker

Deputy Mayor

David Plyler

Council Members

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

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

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Tom Watt, Council – District #3

David Plyler, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 01/19/2015

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 15, 2014

Attachments

December 15, 2014

STATE OF TEXAS

§

December 15, 2014

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on December 15, 2014.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of December 1, 2014. Council Member Johnson moved to approve the Minutes as presented; Second by Deputy Mayor Plyler. All present voted AYE. MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Wacker introduced Ordinance 5864 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTER (GOLF SIMULATORS, BATTING CAGES AND RETAIL MERCHANDISE) IN A C-2 (GENERAL COMMERCIAL) DISTRICT AND M-1 (LIGHT MANUFACTURING) DISTRICT AT 4800 TEXOMA PARKWAY, SUITE B-12, BEING LOTS 3, 5, 7 AND PART OF LOTS 1 & 2, BLOCK 1, MIDWAY MALL ADDITION (TNP SITES, LLC, OWNERS; AND BILL CUNNINGHAM, APPLICANT); PROVIDING FOR A REPEALLER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5864
COMMERCIAL
AMUSEMENT CENTER
(4800 TEXOMA PKWY)

Bill Cunningham, 5111 N. Travis, Apt. 824

Mr. Cunningham has applied for the Specific Use Permit and said he was available to answer any questions the Council Members might have.

Joshua Shelton, 1811 W. College

Mr. Shelton asked what type of amusement center they were opening.

COUNCIL MINUTES – DECEMBER 15, 2014

Mr. Cunningham said there are two simulators that project on a video screen. The participant hits into the screen and the simulator will track the ball and provide analytical data about the shot. It can be used in practice mode or the participant can play courses.

The batting cages are of the traditional type. There will be three indoor cages.

No other citizens appeared before the City Council to discuss Ordinance 5864.

Mayor Wacker introduced Ordinance 5865 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SCHOOL IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT AT 120 WEST MULBERRY STREET, BEING 0.171 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 AND ALSO PART OF BLOCK "B" OF T.J SHANNON SUPPLEMENT (TEXOMA LIBERTY LIGHTHOUSE CHURCH, INC., OWNERS; AND STAN McNUTT, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5865
SUP FOR SCHOOL
(120 W. MULBERRY)

Stan McNutt, 364 Liberty Hills Circle

Mr. McNutt asked the Council to approve the Specific Use Permit for them to operate a small, private school of 30 to 40 students that would be located at 120 W. Mulberry Street.

The vision is to provide a safe place where children can grow academically and spiritually, and to provide a low tuition for families that could not otherwise afford it.

No other citizens appeared before the City Council to discuss Ordinance 5865.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5864

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTER (GOLF SIMULATORS, BATTING CAGES AND RETAIL MERCHANDISE) IN A C-2 (GENERAL COMMERCIAL) DISTRICT AND M-1 (LIGHT MANUFACTURING) DISTRICT AT 4800 TEXOMA PARKWAY, SUITE B-12, BEING LOTS 3, 5, 7 AND PART OF LOTS 1 & 2, BLOCK 1, MIDWAY MALL ADDITION (TNP SITES, LLC, OWNERS; AND BILL CUNNINGHAM, APPLICANT); PROVIDING FOR A

ORD 5864
COMMERCIAL
AMUSEMENT CENTER
(4800 TEXOMA PKWY)

REPEALLER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Ordinance 5865

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SCHOOL IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT AT 120 WEST MULBERRY STREET, BEING 0.171 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND ALSO PART OF BLOCK "B" OF T.J SHANNON SUPPLEMENT (TEXOMA LIBERTY LIGHTHOUSE CHURCH, INC., OWNERS; AND STAN McNUTT, REPRESENTATIVE); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5865

**SUP FOR SCHOOL
(120 W. MULBERRY)**

ACTION TAKEN.

Motion by Council Member Watt to approve Ordinance Nos. 5864 and 5865, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5926 – APPROVING AN AMENDMENT BY THE GREATER TEXOMA UTILITY AUTHORITY TO THE PROJECT DESCRIPTION WITH RESPECT TO THE GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2012 (CITY OF SHERMAN PROJECT), AMENDING EXHIBIT A TO THE CITY'S RESOLUTION RELATING TO SUCH BONDS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AN AMENDMENT BY THE GREATER TEXOMA UTILITY AUTHORITY TO THE PROJECT DESCRIPTION WITH RESPECT TO THE GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2012 (CITY OF SHERMAN PROJECT), AMENDING EXHIBIT A TO THE CITY'S RESOLUTION RELATING TO SUCH BONDS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RES 5926

**AMENDING BONDS
FOR GTUA PROJECTS**

RESOLUTION NO. 5927 – APPROVING AN AMENDMENT BY THE GREATER TEXOMA UTILITY AUTHORITY TO THE

RES 5927

AMENDING BONDS

PROJECT DESCRIPTION WITH RESPECT TO THE GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2013 (CITY OF SHERMAN PROJECT), AMENDING EXHIBIT A TO THE CITY'S RESOLUTION RELATING TO SUCH BONDS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO

FOR GTUA PROJECTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AN AMENDMENT BY THE GREATER TEXOMA UTILITY AUTHORITY TO THE PROJECT DESCRIPTION WITH RESPECT TO THE GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2013 (CITY OF SHERMAN PROJECT), AMENDING EXHIBIT A TO THE CITY'S RESOLUTION RELATING TO SUCH BONDS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RESOLUTION NO. 5928 – APPROVING AN AMENDMENT BY THE GREATER TEXOMA UTILITY AUTHORITY TO THE PROJECT DESCRIPTION WITH RESPECT TO THE GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2013A (CITY OF SHERMAN PROJECT), AMENDING EXHIBIT A TO THE CITY'S RESOLUTION RELATING TO SUCH BONDS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO

RES 5928
AMENDING BONDS
FOR GTUA PROJECTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AN AMENDMENT BY THE GREATER TEXOMA UTILITY AUTHORITY TO THE PROJECT DESCRIPTION WITH RESPECT TO THE GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2013A (CITY OF SHERMAN PROJECT), AMENDING EXHIBIT A TO THE CITY'S RESOLUTION RELATING TO SUCH BONDS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

Drew Satterwhite, General Manager, Greater Texoma Utility Authority, explained that these Resolutions were prepared by GTUA's bond counsel, and will provide a clerical clarification on the three recent "open market" issues.

GTUA is proposing to broaden the project descriptions that will allow the City to utilize the remaining funds leftover from the original projects. In the future, Mr. Satterwhite said they will make sure that the bond resolutions include the necessary language to cover this scenario.

He said these are just clerical adjustments and do not require any bondholder consent. They will appear before the City Council and the GTUA Board before expending any of these funds.

Mayor Wacker confirmed that, due to the amount of money, it would be available only for emergency projects. Mr. Satterwhite said the 2012 bonds were issued for water and wastewater and the remaining money could be used for a water or wastewater project. The other two bonds were issued just for wastewater.

ACTION TAKEN.

Motion by Deputy Mayor Plyler to approve Resolution Nos. 5926, 5927, and 5928, as presented. Second by Council Member Johnson.

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

VOTING NAY: None.

MOTION CARRIED.

REQUEST TO ADVERTISE

CITY RIGHT-OF-WAY AND PROPERTY MOWING

The City Council approved the request to advertise for the annual mowing of City boulevards, island, street right-of-ways and other City property.

CONSENT AGENDA.

REQ TO ADVERTISE
ROW & PROPERTY
MOWING

OTHER BUSINESS

FINAL PLAT APPROVAL OF NORWOOD ADDITION, BEING 5.23 ACRES IN THE BACON FIELDING SURVEY, ABSTRACT NO. 120; CHARLES FELLENBAUM, OWNER; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS (2400 BLOCK OF NORWOOD DRIVE)

The City Council approved the Final Plat of the Norwood Addition, being 5.23 acres in the Bacon Fielding Survey, Abstract No. 120, located in the 2400 block of Norwood Drive, off of West Lamberth Road. The owner would like to plat the property into four lots for residential development.

APPROVE FINAL PLAT
NORWOOD ADDITION
(2400 BLOCK OF
NORWOOD DR.)

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

CONSENT AGENDA.

REPLAT APPROVAL OF LOT 1R, BLOCK 9, HIGHLAND PARK SUBDIVISION, LOTS 1-3 AND 10-12, BLOCK 9, HIGHLAND PARK 1ST ADDITION; SHERMAN RESTAURANT LLC AND FRANCHISE REALITY INTERSTATE CORPORATION (OWNERS), JPH LAND SURVEYING, INC. (SURVEYOR), AND ADAMS ENGINEERING (ENGINEERS)

The City Council approved the Replat of Lot 1R, Block 9, of the Highland Park Subdivision, Lots 1 through 3 and 10 through 12, of the Highland Park 1st Addition, located at 2217 Texoma Parkway and 1512 East Nall Street, at the southeast corner of Texoma Parkway and Nall Street. The owners would like to replat the property into one lot for commercial development.

APPROVE REPLAT
HIGHLAND PARK
SUBDIVISION

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.

CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

MERRY CHRISTMAS

Council Member Davis wished everyone a safe and Merry Christmas.

MERRY CHRISTMAS

MERRY CHRISTMAS

Council Member Johnson wished everyone a Merry Christmas and asked them to be safe.

MERRY CHRISTMAS

HAPPY HANUKKAH AND MERRY CHRISTMAS

Deputy Mayor Plyler wished everyone a Happy Hanukkah, starting tomorrow at sunset, and a Merry Christmas.

HAPPY HANUKKAH
& MERRY CHRISTMAS

MERRY CHRISTMAS AND HAPPY NEW YEAR

Council Member Sofey said Merry Christmas and Happy New Year.

MERRY CHRISTMAS
& HAPPY NEW YEAR

MERRY CHRISTMAS

Council Member Watt wished everyone a Merry Christmas and encouraged them to keep the soldiers, sailors, and airmen that are still in “harm’s way” in their prayers.

MERRY CHRISTMAS

MERRY CHRISTMAS

Council Member Steele wished a Merry Christmas to the staff, Council Members, and the citizens. He also encouraged any citizens drinking during the holidays, to utilize the services available to get home safely.

MERRY CHRISTMAS

ANNOUNCEMENTS

Mayor Wacker announced the following:

ANNOUNCEMENTS

- “The Nutcracker” will be presented on December 23, 2014, at 7:00 p.m., in Kidd-Key Auditorium by local students of the Denison Dance Academy. The program will feature guest performers Anton and Darli Lakovlev, from the Russian Ballet.
- Christmas Day and New Year’s Day are both City holidays. Trash and recycling pickup originally scheduled for Thursday will move to Wednesday, and there will be no pickup on Thursday. Friday pickup will not change.
- On behalf of the City Council and the City staff, she wished the community a wonderful, safe, and blessed holiday, with family and friends.

COUNCIL MINUTES – DECEMBER 15, 2014

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:13 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 01/19/2015

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

PROCLAMATION

"Dr. Martin Luther King, Jr. Day" – January 19, 2015

Issue:

To present a proclamation designating Monday, January 19, 2015 as "Dr. Martin Luther King, Jr. Day"

Background:

Each year, local organizations in the community sponsor events to celebrate Dr. Martin Luther King, Jr. Day.

Origination:

The request for this proclamation originated with the City Manager's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

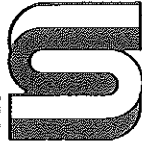
It is the recommendation of the staff to present a proclamation designating Monday, January 19, 2015 as "Dr. Martin Luther King, Jr. Day."

Alternatives:

The Council could choose not to present the proclamation.

Attachments

Dr. Martin Luther King, Jr. Day



Proclamation

WHEREAS, Dr. Martin Luther King, Jr., clergyman and civil rights leader, worked by peaceful means to bring about social, political and economic equality for all Americans, and

WHEREAS, through many nonviolent demonstrations and marches, Dr. King was able to gain support for the struggle for equality, and

WHEREAS, in honor of Dr. King's efforts, a national holiday has been set aside to honor this great man and his accomplishments, and

WHEREAS, local organizations in Sherman sponsor several events to honor Dr. King and to recognize his accomplishments and the changes that are a result of his work.

NOW THEREFORE, I, Cary Wacker, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim January 19, 2015

DR. MARTIN LUTHER KING, JR. DAY

in the City of Sherman and encourage all citizens to remember this great man and his contributions to the freedom that all persons of our nation enjoy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 19th day of January, 2015.

Mayor

ATTEST:

Sinda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 01/19/2015

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

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5866

Providing for Permanent Four-Way "Stop" Signs at the Intersection of North Harrison Avenue and East Tuck Street within the City Limits of the City of Sherman; Providing for a Penalty Provision

Issue:

To consider introducing, seeking public input on, and adopting an ordinance providing for permanent four-way "Stop" signs at the intersection of North Harrison Avenue and East Tuck Street

Background:

The Engineering Department reviewed the area and, based on the criteria set forth by the Texas Manual on Uniform Traffic Control Devices, the signs have been in place for a 90-day trial period with no complaints or issues noted.

Origination:

City Engineer

Financial Consideration:

The City's cost for installing the signs, totaling approximately \$320.00 (time and materials)

Staff Recommendation:

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

Alternatives:

As directed by the Council

Attachments

Ordinance No. 5866

Exhibit "A"

ORDINANCE NO. 5866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT FOUR-WAY “STOP” SIGNS AT THE INTERSECTION OF NORTH HARRISON AVENUE AND EAST TUCK STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, permanent four-way “Stop” signs shall be placed at the following locations within the corporate limits of the City of Sherman, Texas:

Four-Way “Stop” Signs to be placed at the intersection of North Harrison Avenue and East Tuck Street as shown by the exhibit attached hereto and incorporated herein for all purposes.

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

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

SECTION 4. That the provision 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 the public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2015.

ADOPTED on this the _____ day of _____, 2015.

EFFECTIVE DATE on this _____ day of _____, 2015.

CITY OF SHERMAN, TEXAS

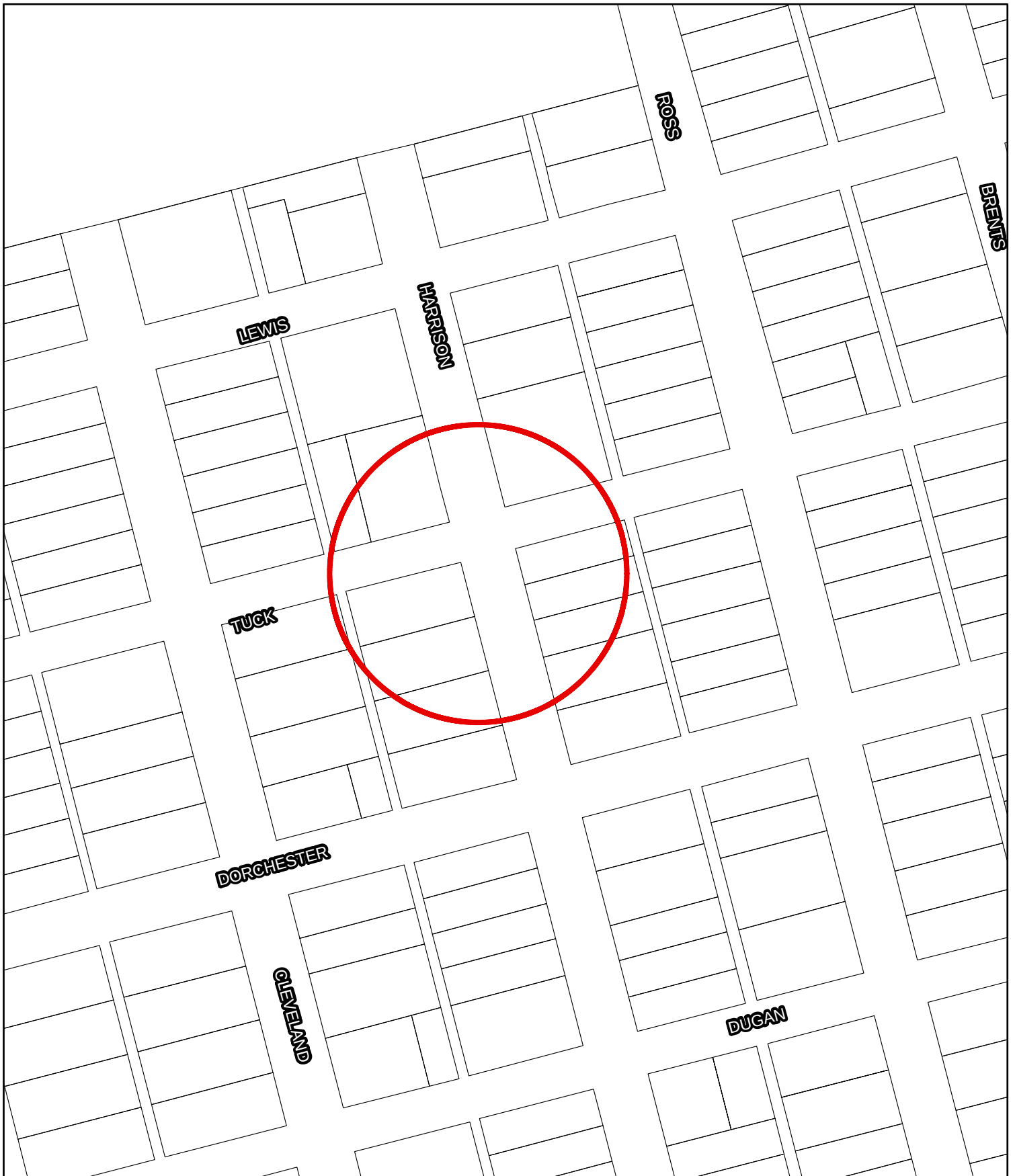
BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 01/19/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 5866

List of Agenda Items:

C.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5866

Providing for Permanent Four-Way "Stop" Signs at the Intersection of North Harrison Avenue and East Tuck Street within the City Limits of the City of Sherman; Providing for a Penalty Provision



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 01/19/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

CONSENT AGENDA

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

List of Agenda Items:

- D.1. * RESOLUTION NO. 5929**
Finding and Determining a Public Purpose and Public Necessity Exists for the Eastside Outfall Return Sewer Project; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to take all Steps Necessary to Acquire the Needed Property Rights in Compliance with all Applicable Laws and Regulations
- D.2. * RESOLUTION NO. 5930**
Authorizing Execution of an Amendment to the Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Sears Lift Station Relief Sewer Improvements
- D.3. * RESOLUTION NO. 5931**
Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1223 South Montgomery Street
- D.4. * RESOLUTION NO. 5932**
Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 712 East Chaffin Street
- D.5. * RESOLUTION NO. 5933**
Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 701 East Chaffin Street
- D.6. * RESOLUTION NO. 5934**
Authorizing the Purchase of Two (2) New Wilkens Steel Front Load Ejector Transfer Trailers for the Solid Waste Services Department from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (Buyboard)

E.1. *** REQUEST TO ADVERTISE**
Park Restroom Cleaning Services

F.3. *** OTHER BUSINESS**
Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close
Certain Streets and Use Certain City Facilities and Services for the 2nd Annual Red River
Mardi Gras & Jazz Festival on Saturday, February 7, 2015



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 01/19/2015

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5929**

Finding and Determining a Public Purpose and Public Necessity Exists for the Eastside Outfall Return Sewer Project; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to take all Steps Necessary to Acquire the Needed Property Rights in Compliance with all Applicable Laws and Regulations

Issue:

To consider granting authority to negotiate for property rights on the City's Eastside Outfall Return Sewer Project and, if necessary, to begin condemnation proceedings

Background:

The Eastside Outfall Return Sewer Project was previously approved and budgeted. The proposed sewer route will require an additional easement from one property owner. It is anticipated that this property owner may not execute the easement for this project in a timely manner. To prevent any undue delay in the project, City Council's authorization to negotiate, make final offer and, if necessary, begin condemnation proceedings as required by law is requested.

Origination:

Director of Utilities

Financial Consideration:

Property acquisition cost, along with cost for appraisal, survey, map and photos

Staff Recommendation:

Staff recommends approval.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 5929

Location Map

RESOLUTION NO. 5929

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR THE EASTSIDE OUTFALL RETURN SEWER PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas has previously authorized the employment of Morris Engineers to plan for the construction of the Eastside Outfall Return Sewer Project; and

WHEREAS, this project was recommended by the City Staff in order to provide a necessary sewer source to serve the City's customers and recommended the acquisition of all necessary property rights; and

WHEREAS, the City Council has considered the Eastside Outfall Return Sewer Project and has determined that a public purpose and public necessity exists for the acquisition of all necessary and appropriate property rights for the project; and

WHEREAS, the City Council has funded and approved the Eastside Outfall Return Sewer Project;

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

SECTION 1. That the City Council hereby finds and determines that a public purpose and public necessity exists for the City of Sherman to acquire all necessary and appropriate property rights in those certain lots, tracts, or parcels of land deemed necessary for the Eastside Outfall Return Sewer Project and does further determine the public purpose and public necessity of the City of Sherman acquiring said property together with all necessary and appropriate appurtenances, additions and improvements on, over, under and through those certain lots, tracts and parcels of land.

SECTION 2. That the City Manager or his designee is authorized and directed to acquire all appropriate property rights for the Eastside Outfall Return Sewer Project for the City of Sherman, and to acquire said rights in compliance with State and Federal law. The City Manager, or his designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts and, when necessary, to institute proceedings in eminent domain.

SECTION 3. That the City Manager or his designee is hereby appointed as “negotiator” for the acquisition of the Eastside Outfall Return Sewer Project property and, as such, the City Manager or his designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference. Subject to the availability of funds appropriated by the City Council for such purposes and with the advice and recommendation of the City Attorney and the City’s appointed appraiser, the City Manager is specifically authorized to establish the just compensation for the acquisition of this property. If the City Manager or his designee determines that an agreement with the property owner(s) as to just compensation cannot be reached, then the City Attorney is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the property, proceedings in eminent domain to acquire the above stated interest in the property.

SECTION 4. That a qualified appraiser shall be designated the appraiser of the property to be acquired as necessary.

SECTION 5. That the findings of fact, recitations and provisions set out in the preamble of this resolution are adopted and made a part of the body of this resolution, as if the same were fully set forth herein.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 01/19/2015

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5930**

Authorizing Execution of an Amendment to the Professional Engineering Services Agreement with Freeman-Millican, Inc. for the Sears Lift Station Relief Sewer Improvements

Issue:

To consider an amendment to increase the fee for professional engineering services with Freeman-Millican, Inc. for the Sears Lift Station Relief Sewer Improvements

Background:

The current Capital Improvement Program contains a project to eliminate the existing Sears Lift Station and construct a gravity sewer main to the Highway 691/ U.S. Highway 75 area. Freeman-Millican, Inc. has been retained as the engineer for these improvements. The staff is proposing an increase in the scope of the project to provide protection for an existing water main, two existing sewer mains, and the proposed new sewer main that are and would be located in the immediate project area.

Origination:

Utilities Administration Department #710

Financial Consideration:

The fee for the design of the project will be increased by \$17,800.00 to a revised fee of \$93,432.00. The increased fee has been included in the bonding proposal of the Greater Texoma Utility Authority (GTUA). This project is funded through the GTUA. The increased fee includes service for surveying and easement description in addition to additional engineering services.

Staff Recommendation:

It is recommended that the amendment to the contract for professional engineering services with Freeman-Millican, Inc. for the Sears Lift Station Relief Sewer Improvements be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5930

Amendment to Professional Engineering Services Agreement

Location Map

RESOLUTION NO. 5930

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE SEARS LIFT STATION RELIEF SEWER IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Amendment to the Professional Engineering Services Agreement with Freeman-Millican, Inc. for engineering services for the Sears Lift Station Relief Sewer Improvements in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

AMENDMENT 1 TO AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

This is an amendment to the November 28, 2012 contract for professional services between the City of Sherman, Texas (OWNER) and Freeman - Millican, Inc., a Texas Corporation (ENGINEER). The contract is for engineering services for **Sears Lift Station Relief Sewer Improvements**. The following additions to the contract are hereby approved by both parties to the contract:

1. SCOPE OF WORK – Expand the scope of work to include the following:
 - a. Engineering services to modify and replace the failing roof on the storm water culvert at the west end of the Sears lift station site.
 - b. Engineering services to replace the failed concrete retaining wall from the west storm water culvert to the west Texoma Parkway (State Highway 91) right-of-way (ROW) line with a gabion wall.
 - c. Engineering services to modify and replace the failing storm water culvert with added headwalls for the driveway to the Sears lift station and mobile home park.
 - d. Engineering services to extend the gabion wall into the Texoma Parkway ROW to provide erosion control for the bar ditch and connect to the driveway culvert
 - e. Engineering services to replace additional 8 inch failing Texoma Parkway sewer.
 - f. Surveying services for all of the above items and required easement descriptions.
2. EXHIBIT 1, SECTION 5.1.1
 - a. Additional compensation for the engineering services outlined above shall be a lump sum fee of \$17,800.00.

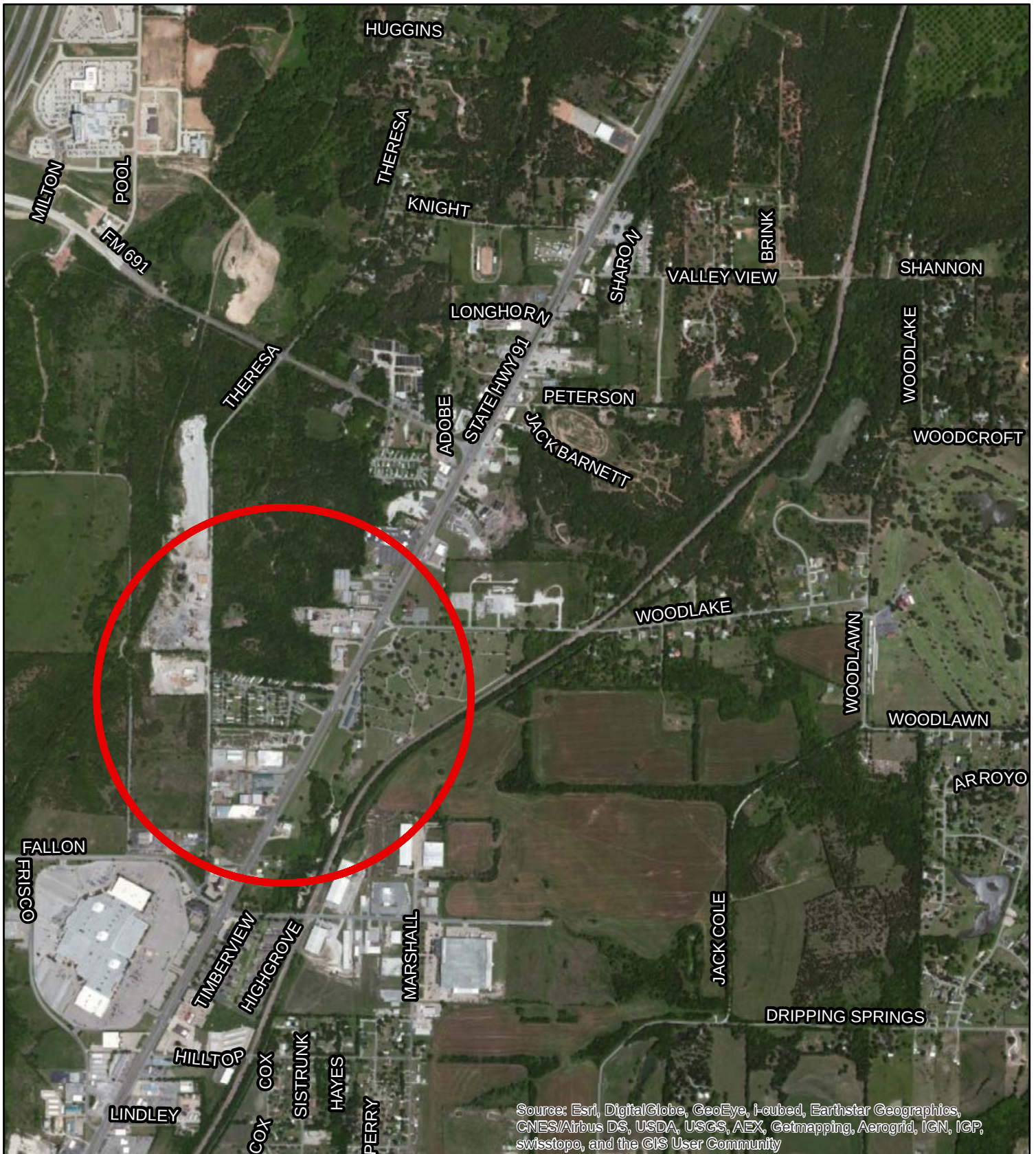
IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of January_____, 2015.

OWNER:

Mr. George Olson, City Manager

ENGINEER:

Richard Dormier, P.E.
Vice President



Sears Lift Station Project

Sherman
CLASSIC TOWN. BROAD HORIZON.



1,000 500 0 1,000 Feet

A scale bar with four segments, labeled 1,000, 500, 0, and 1,000 Feet.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 3.

Meeting Date: 01/19/2015

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5931**

Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1223 South Montgomery Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1223 South Montgomery Street.

Background:

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

Origination:

Tobar Properties, LLC, Mario Tobar, Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$208.80 annually.

Staff Recommendation:

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

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5931

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Survey/Site Plan

Photo

Location Map

Overall Location Map

RESOLUTION NO. 5931

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1223 SOUTH MONTGOMERY STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Tobar Properties, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Tobar Properties, LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1223 South Montgomery Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2015, and continuing for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022,

2023 and 2024, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2015, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2015	100%
2016	100%
2017	100%
2018	100%
2019	100%
2020	100%
2021	80%
2022	60%
2023	40%
2024	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024, as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 1223 South Montgomery Street, Sherman, Texas, and as more particularly described by the following:

BEING Lot 6, Block 6, Jones & Wainright's Addition

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

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

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2015.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
TOBAR PROPERTIES, LLC

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
MARIO TOBAR

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2015 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

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

Property Owner:

Name: Tobias Properties

Mailing Address: 1308 Pintail Dr

Telephone Number: (903) 816-0416

Contact (if different than owner):

Name: _____

Mailing Address: Jane

Telephone Number: _____

Property:

Physical Address: 1223 S Montgomery

Summary Legal Description: Lot: 6 Block: 6 Addition: Jones & Wainwrights

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

Improvements:

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

Estimated Value of Improvements: \$60,000.-

Estimated Date of Start of Construction: 12/10/14

Estimated Date of Completion of Project: 6/10/15

Description of Project: _____

New Construction

Applicant(s): [Signature]

Date: 12/10/14

Date: _____

Montgomery

**** Electronically Filed Document ****

Wilma Blackshear Bush
County Clerk
Grayson County

Document Number: 2014-7912
Recorded As : E-FILE RECORDINGS

Recorded On: May 02, 2014
Recorded At: 09:57:22 am
Number of Pages: 2
Book-VI/Pg: Bk-OR VI-5456 Pg-343
Recording Fee: \$16.00

Parties:

Direct- JSBR INC
Indirect- TOBAR PROPERTIES MARIO TOBAR

Receipt Number: 399945
Processed By: GAIL WHITE

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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



THE STATE OF TEXAS
COUNTY OF GRAYSON

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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF GRAYSON

§
§
§
KNOW ALL MEN BY THESE PRESENTS:

That, JSBR, Inc. a Texas Corporation, Grayson County, Texas for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by grantee(s) herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Tobar's Properties, Mario Tobar, President whose address is 1308 Pintail Drive, Sherman, TX 75090 all the following described real property in Grayson County, Texas, to-wit:

All of Lot 6, Block 6 of Jones and Wainwright Addition to the City of Sherman, Grayson County, Texas and being locally known as 1211 S. Montgomery St., Sherman, Grayson County, Texas.

This conveyance is subject to, and the warranties here do not extend to, any existing easements, rights-of-way or outstanding oil, gas and mineral interest, including oil, gas and mineral leases, building or use restrictions which may be of record in the office of the County Clerk of Grayson County, Texas and which may pertain to the property hereby conveyed.

This conveyance is further made "as-is" without any warranties or representations of any kind or nature as to the property conveyed hereby, or any portion thereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee(s), Grantee's successors and assigns forever; and do hereby bind their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee(s), Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

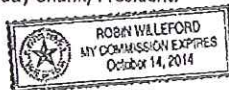
EXECUTED this 25 day of April, 2014.

JSBR, Inc.

by: Judy Shank
President

STATE OF TEXAS §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 25 day of April, 2014 by JSBR, Inc., Judy Shank, President.



Robin Willeford
Notary Public for State of Texas

CITY OF SHERMAN

RESIDENTIAL BUILDING PERMIT

PERMIT #: 142426 SUBCONTRACTOR: TOBAR PROPERTIES LLC DATE ISSUED: 12/10/2014

PROJECT ADDRESS: 1223 S MONTGOMERY ST
PARCEL ID:
SUBDIVISION: JONES & WAINRIGHTS

LOT #: 6
BLK #: 6
ZONE ORD:

ISSUED TO: TOBAR PROPERTIES LLC
ADDRESS: 1308 PINTAIL DR
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

CONTRACTOR: TOBAR PROPERTIES LLC
ADDRESS: 1308 PINTAIL DR
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL CONSTRUCTION
VALUATION: \$ 60,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,300.00
BEDROOMS: 3
BATHROOMS: 2
STORIES: 1

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

NOTES:

NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

12/10/14
DATE

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

12/10/14
DATE

(APPROVED BY) BUILDING & ZONING

12/11/14
DATE



Owner: Tobar Properties, LLC

Address: 1223 S. Montgomery Street
Sherman, Texas

This survey was prepared for the sole benefit of the transaction (boundary survey) by and between the Owner stated hereon and Helvey and Associates Surveying, Inc. and is null and void for any other transactions. Any other use of this survey without the sole consent of the undersigned surveyor is prohibited, and would infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with both the General Rules of Procedures and Practices as adopted by the Texas Board of Professional Land Surveying and the current Texas Society of Professional Surveyors standards and is a true and correct representation of the property shown hereon.

Legal Description is as follows: Lot 6, Block 6, Jones & Wainrights Addition, to the City of Sherman, Texas, as per plat of record in Volume 35, Page 96, Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Maps for Grayson County, Texas, Revised Date: September 29, 2010.

1223 S. Montgomery Street





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

Sherman
CLASSIC TOWN. BROAD HORIZON.

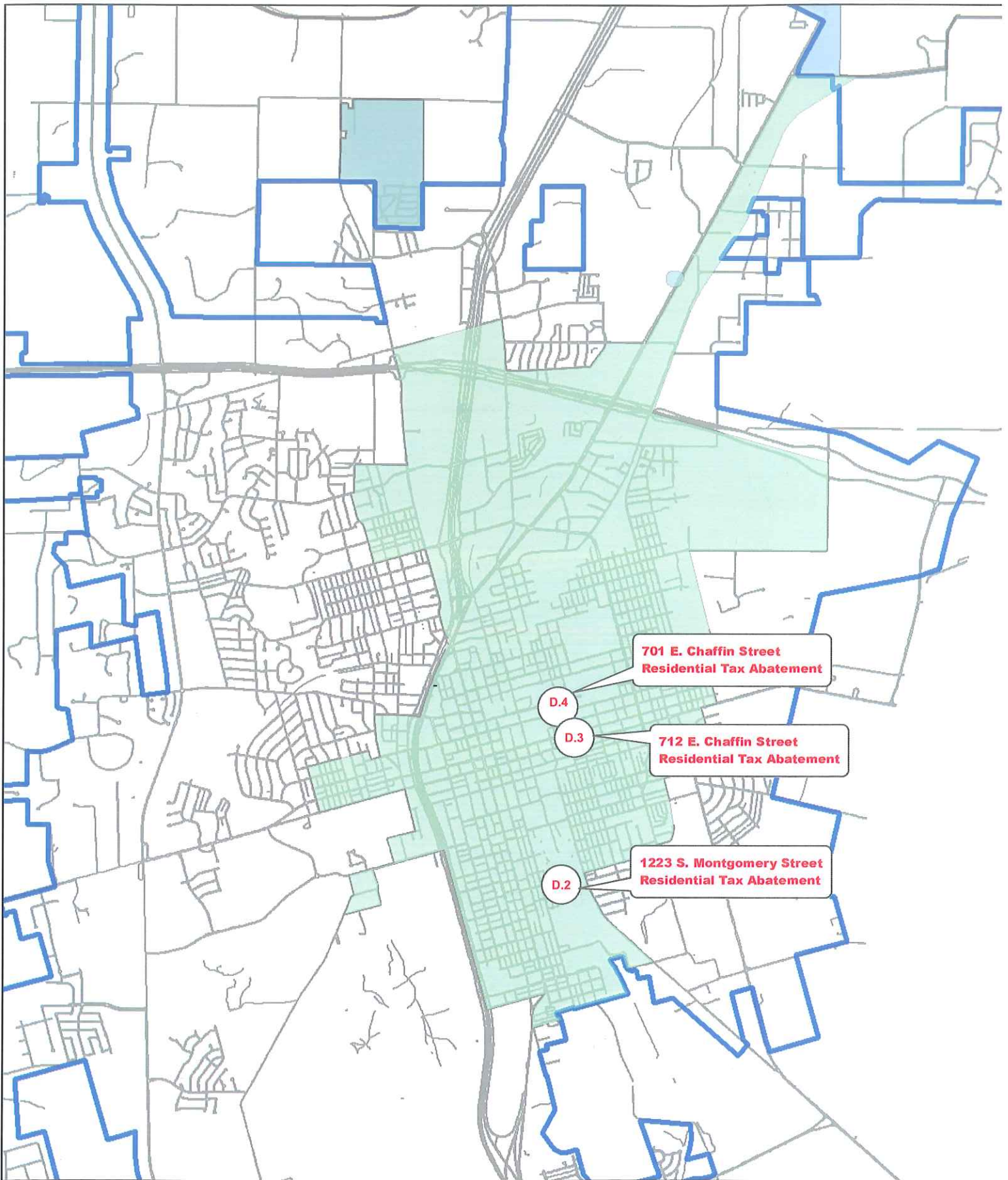
City of Sherman, Texas
Developmental Services Department

1223 S. Montgomery Street



NOT TO SCALE

1 inch = 62 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 4.

Meeting Date: 01/19/2015

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5932**

Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 712 East Chaffin Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 712 East Chaffin Street.

Background:

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

Origination:

Tobar Properties, LLC, Mario Tobar, Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$208.80 annually.

Staff Recommendation:

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

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5932

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Survey/Site Plan

Photo

Location Map

Overall Location Map

RESOLUTION NO. 5932

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 712 EAST CHAFFIN STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Tobar Properties, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Tobar Properties, LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 712 East Chaffin Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2015, and continuing for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2015, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2015	100%
2016	100%
2017	100%
2018	100%
2019	100%
2020	100%
2021	80%
2022	60%
2023	40%
2024	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024, as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 712 East Chaffin Street, Sherman, Texas, and as more particularly described by the following:

BEING Lots 17 and 18, Block 9, Chaffin's First Addition

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

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

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2015.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
TOBAR PROPERTIES, LLC

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
MARIO TOBAR

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

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

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

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2015 A.D.

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

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Tobias Properties

Mailing Address: 1308 Pintail Dr

Telephone Number: (907) 816-0416

Contact (if different than owner):

Name: Same

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 712 E. Chaffin

Summary Legal Description: Lot: 17 and 18 Block: 9 Addition: Chaffin first.

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

Improvements:

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

Estimated Value of Improvements: \$60,000

Estimated Date of Start of Construction: 12/10/14

Estimated Date of Completion of Project: 06/10/15

Description of Project: New Construction

Applicant(s): [Signature] Date: 12/10/14

Date: _____

WARRANTY DEED

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

That, JSBR, Inc. a Texas Corporation, Grayson County, Texas for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by grantee(s) herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Jose E. Tobar whose address is 2517 S. First, Sherman, Texas 75090, all the following described real property in Grayson County, Texas, to-wit:

Lots 17 and 18, Block 9 to Chaffin's First Addition to the City of Sherman, Grayson County, Texas and being locally known as 712 E. Chaffin St., Sherman, Grayson County, Texas.

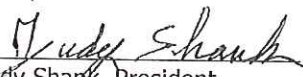
This conveyance is subject to, and the warranties here do not extend to, any existing easements, rights-of-way or outstanding oil, gas and mineral interest, including oil, gas and mineral leases, building or use restrictions which may be of record in the office of the County Clerk of Grayson County, Texas and which may pertain to the property hereby conveyed.

This conveyance is further made "as-is" without any warranties or representations of any kind or nature as to the property conveyed hereby, or any portion thereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee(s), Grantee's successors and assigns forever; and do hereby bind their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee(s), Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 25 day of April, 2014.

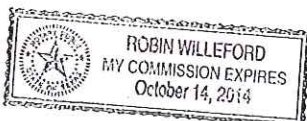
JSBR, Inc.

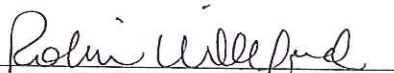

 Judy Shank, President

STATE OF TEXAS §

COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 25 day of April, 2014 by Judy Shank, President of JSBR, Inc.




 Notary Public for State of Texas

CITY OF SHERMAN

RESIDENTIAL BUILDING PERMIT

PERMIT #: 142424 SUBCONTRACTOR: TOBAR PROPERTIES LLC
DATE ISSUED: 12/10/2014

PROJECT ADDRESS: 712 E CHAFFIN ST
PARCEL ID:
SUBDIVISION: CHAFFINS FIRST ADDN

LOT #: 17 & 18
BLK #: 9
ZONE ORD:

ISSUED TO: TOBAR PROPERTIES LLC
ADDRESS: 1308 PINTAIL DR
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

CONTRACTOR: TOBAR PROPERTIES LLC
ADDRESS: 1308 PINTAIL DR
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

PROP.USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION
VALUATION: \$ 60,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,300.00
BEDROOMS: 3
BATHROOMS: 2
STORIES: 1

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

NOTES:

NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

12/10/14
DATE

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

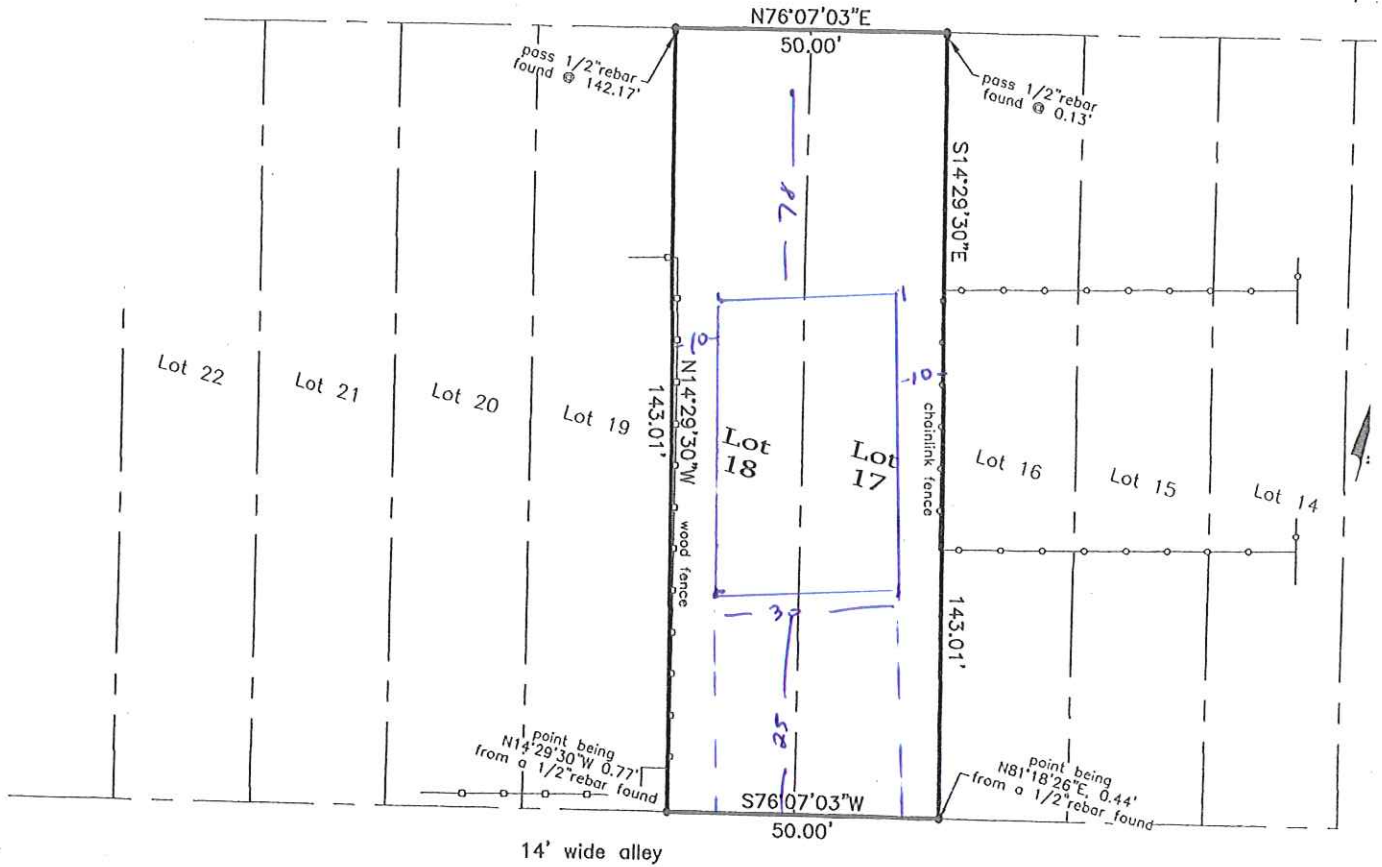
12/10/14
DATE

(APPROVED BY) BUILDING & ZONING

12/11/14
DATE

Bearing Base:
North/South lines
established by the
following: S76°07'03"W,
250.00' between a
1/2" rebar found at the
Southwest corner of Lot 1,
Block 9 and a spike nail
found next to "bent"
1/2" rebar found at the
Southeast corner of Lot
10.

Chaffin Street
asphalt paving



Owner: Jose Tobar

Address: 712 E. Chaffin Street
Sherman, Texas

This survey was prepared for the sole benefit of the transaction (construction loan) by and between the owner stated hereon and the owner's Lender/Mortgage Co. and Abstract/Title Co., and is null and void for any other transactions. Any other use of this survey without the sole consent of the undersigned surveyor is prohibited, and would infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with both the General Rules of Procedures and Practices as adopted by the Texas Board of Professional Land Surveying and the current Texas Society of Professional Surveyors standards and is a true and correct representation of the property shown hereon.

Legal Description is as follows: Lots 17 and 18, Block 9, Chaffin's First Addition, to the City of Sherman, Texas, as per plat of record in Volume 26, Page Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limited 100-year Flood Hazard Areas, as shown on the FEMA Map for Grayson County, Texas, Map No. 48181C0001, dated November 29, 2010.

712 E. Chaffin Street





Sherman
CLASSIC TOWN. BROAD HORIZON.

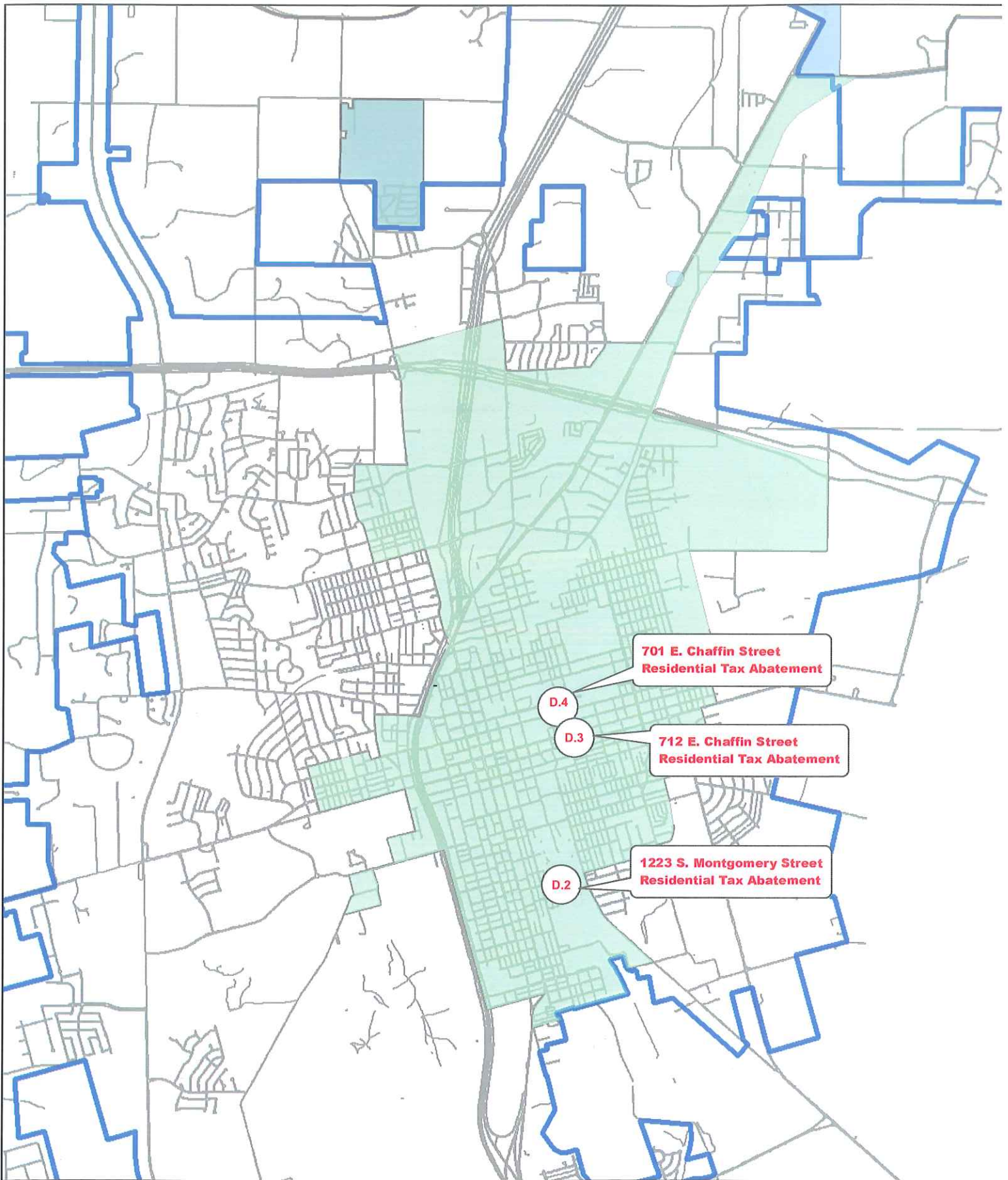
City of Sherman, Texas
Developmental Services Department

712 E. Chaffin Street



NOT TO SCALE

1 inch = 78 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 5.

Meeting Date: 01/19/2015

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5933**

Authorizing Execution of an Agreement with Tobar Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 701 East Chaffin Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 701 East Chaffin Street.

Background:

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

Origination:

Tobar Properties, LLC, Mario Tobar, Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$208.80 annually.

Staff Recommendation:

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

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5933

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Survey/Site Plan

Photo

Location Map

Overall Location Map

RESOLUTION NO. 5933

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 701 EAST CHAFFIN STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Tobar Properties, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Tobar Properties, LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 701 East Chaffin Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2015, and continuing for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2015, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2015	100%
2016	100%
2017	100%
2018	100%
2019	100%
2020	100%
2021	80%
2022	60%
2023	40%
2024	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024, as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at 701 East Chaffin Street, Sherman, Texas, and as more particularly described by the following:

BEING Lots 1 and 2, Block 8, Chaffin's First Addition

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

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

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2015.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
TOBAR PROPERTIES, LLC

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
MARIO TOBAR

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2015 A.D.

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

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Tobars Properties

Mailing Address: 1308 Pintail Dr

Telephone Number: (903) 816-0416

Contact (if different than owner):

Name: _____

Mailing Address: Same

Telephone Number: _____

Property:

Physical Address: 701 E. Chaffin St.

Summary Legal Description: Lot: 1 and 2 Block: 8 Addition: Chaffin first addition

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

Improvements:

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

Estimated Value of Improvements: \$60,000.

Estimated Date of Start of Construction: 12/10/14

Estimated Date of Completion of Project: 06/10/15

Description of Project: _____

Now Construction

Applicant(s): [Signature]

Date: 12/06/14

Date: _____

201
C. W. Shank

WARRANTY DEED

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

That, JSBR, Inc., a Texas Corporation, Grayson County, Texas for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by grantee(s) herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Jose E. Tobar whose address is 2517 S. First, Sherman, TX 75090, all the following described real property in Grayson County, Texas, to-wit:

Lots 1 and 2, Block 8 to Chaffin's First Addition to the City of Sherman, Grayson County, Texas and being locally known as 701 E. Chaffin St., Sherman, Grayson County, Texas.

This conveyance is subject to, and the warranties here do not extend to, any existing easements, rights-of-way or outstanding oil, gas and mineral interest, including oil, gas and mineral leases, building or use restrictions which may be of record in the office of the County Clerk of Grayson County, Texas and which may pertain to the property hereby conveyed.

This conveyance is further made "as-is" without any warranties or representations of any kind or nature as to the property conveyed hereby, or any portion thereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee(s), Grantee's successors and assigns forever; and do hereby bind their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee(s), Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

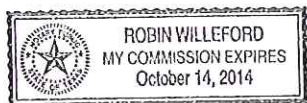
EXECUTED this 25th day of April, 2014.

JSBR, Inc.

Judy Shank
Judy Shank, President

STATE OF TEXAS §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 25th day of April, 2014 by Judy Shank, JSBR Inc, President.



Robin Willeford
Notary Public for State of Texas

CITY OF SHERMAN

RESIDENTIAL BUILDING PERMIT

PERMIT #: 142425 SUBCONTRACTOR: TOBAR PROPERTIES LLC DATE ISSUED: 12/10/2014

PROJECT ADDRESS: 701 E CHAFFIN ST
PARCEL ID: 161416
SUBDIVISION: CHAFFINS 1ST ADDN

LOT #: 1 & 2
BLK #: 8
ZONE ORD:

ISSUED TO: TOBAR PROPERTIES LLC
ADDRESS: 1308 PINTAIL DR
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

CONTRACTOR: TOBAR PROPERTIES LLC
ADDRESS: 1308 PINTAIL DR
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

PROP.USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL CONSTRUCTION
VALUATION: \$ 60,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,300.00
BEDROOMS: 3
BATHROOMS: 2
STORIES: 1

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

NOTES:

NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

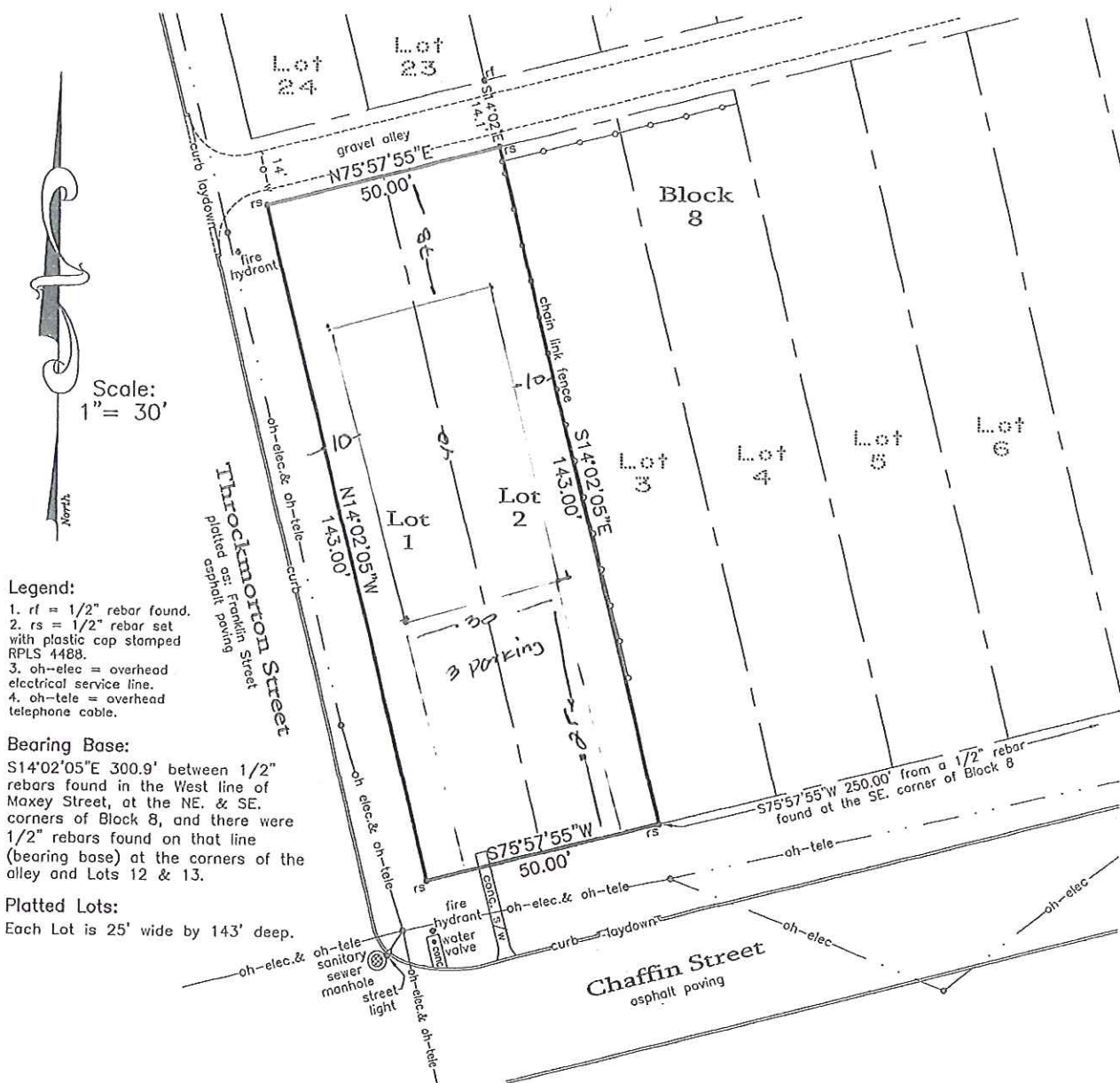
12/10/14
DATE

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

12/10/14
DATE

(APPROVED BY) BUILDING & ZONING

12/11/14
DATE



I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with both the General Rules of Procedures and Practices as adopted by the Texas Board of Professional Land Surveying and the current Texas Society of Professional Surveyors standards and is a true and correct representation of the property shown hereon.

Legal Description is as follows: Lots 1 and 2, Block 8, Chaffin's First Addition, to the City of Sherman, Texas, as per plat of record in Volume 26, Page 49, Deed Records, Grayson County, Texas.

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

701 E. Chaffin Street





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



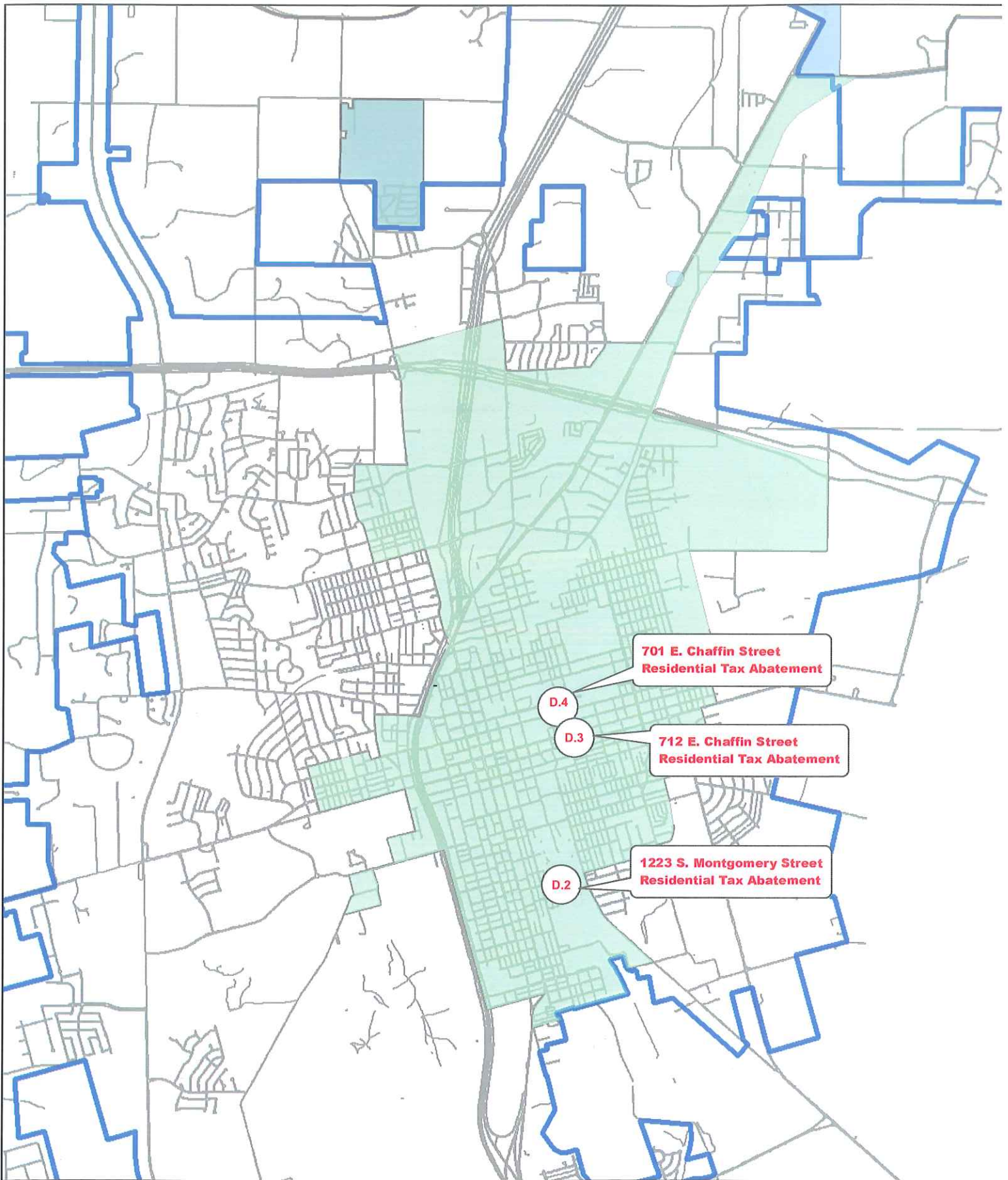
City of Sherman, Texas
Developmental Services Department

701 E. Chaffin Street



NOT TO SCALE

1 inch = 78 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 6.

Meeting Date: 01/19/2015

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

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5934**

Authorizing the Purchase of Two (2) New Wilkens Steel Front Load Ejector Transfer Trailers for the Solid Waste Services Department from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (Buyboard)

Issue:

To consider approval of a resolution to purchase two (2) new solid waste transfer trailers from the BuyBoard for use within the Solid Waste Services Department

Background:

The requested purchase is to replace Units 663 and 664, both 2005 year model transfer trailers. These trailers are used mainly to haul trash material and have deteriorated beyond repair.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The two (2) Wilkens transfer trailers will be purchased from Wilkens Industries, Inc. for \$84,601.00 per trailer, a total of \$169,202.00, through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2014-2015 Solid Waste Services budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new transfer trailers through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5934

2015 Transfer Trailer Quote

BuyBoard Agreement

RESOLUTION NO. 5934

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO (2) NEW WILKENS STEEL FRONT LOAD EJECTOR TRANSFER TRAILERS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM WILKENS INDUSTRIES, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard), two (2) new Wilkens transfer trailers, at a total price of One Hundred Sixty Nine Thousand Two Hundred Two Dollars and No Cents (\$169,202.00), in accordance with the provisions of the BuyBoard proposal and terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2014-2015 budget.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



Manufacturers of **LOAD RUNNER**
and **X SERIES** Solid Waste Transport Trailers

INDUSTRIES, INC.

Morris, MN 56267 (320) 589-1971
1-800-833-6045
FAX: (320) 589-1974

BuyBoard

Refuse Bodies, Trailers & Other Bodies 425-13 (Expires 09-30-15)

Sales Quote

Firm	City of Sherman	Date	11/18/14
Address		PO #	
City, State, Zip	Sherman, TX	Fax #	903-813-1635
Contact	Michael Springer	Phone #	903-892-7261
Completion Date:	90-120 days	Terms	Purchase order / net 10

Qty.	Description	Price
2	MODEL: 2015 WILKENS STEEL FRONT LOAD EJECTOR TRANSFER TRAILER (4075FLE) BuyBoard price each - \$73,370.00 CAPACITY: 75 CUBIC YARDS OUTSIDE DIMENSIONS A. LENGTH.....40' B. HEIGHT.....12'6" C. WIDTH FRONT.....97" D. WIDTH REAR.....97" INSIDE DIMENSIONS E. LENGTH.....39'9" F. HEIGHT FRONT.....104" G. HEIGHT REAR.....104" H. WIDTH FRONT.....90" I. WIDTH REAR.....90" TRAILER FEATURES J. SIDEWALL.....50,000# M.Y. 10GA STEEL K. SIDE POSTS.....12 GA. STEEL 90 DEGREE 15" OC, HORIZONTAL BRACE REAR (8) POST. L. ROOF.....SAME AS SIDE WALL WITH INTERLOCKING POSTS M. BOTTOM RAIL.....7 GA. FORMED STEEL CHANNEL ACCEPTING CROSSMEMBERS N. KING PIN TO AXLE.....35' O. KING PIN SETTING.....36" WITH 3/8" STEEL T-1 PLATE P. SUB-FRAME.....4" X 8" X 3/16" STEEL TUBE EXTENDED Q. LANDING GEAR.....HOLLAND MARK V, SELF LEVELING SHOE R. GEAR SUPPORT.....7GA S. GEAR BRACES.....3" CHANNEL T. SUSPENSION.....TANDEM SPRING, 50,000# CAPACITY, SET BACK U. AXLES & BRAKES.....(2) 5" ROUND, 25,000# AXLES, 452M ABS WITH TOP MOUNT CHAMBERS V. HUBS.....10 BOLT, OUTBOARD, HUB METER REAR DRIVER SIDE AXLE W. RIMS.....(8) STEEL DISC X. TIRES.....(8) 11R X 22.5, 14PLY, TWO TIRES & WHEELS SHIPPED LOOSE PER TRAILER Y. REAR DOOR.....SIDE SWING DOOR, MANUAL LATCHES KING PIN SECTION.....FABRICATED FROM 1/2" T-1 PLATE CROSSMEMBERS.....4" X 3.2# ON 12" CENTERS, STEEL I-BEAM LIGHT SYSTEM.....TRUCK LIGHT 40 SERIES, LIGHTS IN DOOR COVER.....ENCLOSED WITH HYDRAULIC FRONT LOADING DOOR 86" x 108" x 12 GA. STEEL UNLOADING SYSTEM.....EJECTOR, SPEED RETURN VALVE, 8.5" 5-STAGE 2-PORT CYLINDER, 7 GA. STEEL PUSH PLATE WITH SWIPES INSTALLED FOR TIGHT TOLERANCE, PUSH BLADE ANGLE DETERMINED BY CITY, MID-CYLINDER SUPPORT. INSTALL FLAT PLATE BEHIND THE BLADE, PLACEMENT DETERMINED BY THE CITY. FLOOR THICKNESS.....7 GA 50,000# MIN YIELD MISC EQUIPMENT.....TEMA PRES-RETURN COUPLERS - LOCATION CHANGE BY CITY, 2-SPOOL HYDRO VALVE TO OPERATE TOP DOOR AND EJECTOR BLADE. ROTATE HANDLES, ACCESS LADDER INSTALLED. METAL PREP.....EXTERIOR SANDBLASTED, ROCK GUARD GLASS FILLED PRIMER ON SUB-FRAME. PAINT.....POLYURETHANE WHITE 4 MIL, PPG #91295 WEIGHT.....APPROX. 27,000# +/- 3%	\$146,740.00
2	Option: 3/16" hopper, 10 ga. remainder of sidewall, all side walls front to back DOMEX 100,000 MY steel, (2) spare tire & rim mounted, air over hydraulic controls. Includes roof access ladder, plating installed behind the blade, blade swipers installed, rear axle hub meter and Rock Guard Glass Filled Primer on sub-frame.	\$ 22,462.00
TOTAL PRICE		\$169,202.00

F.E.T. Federal Excise Tax		+ \$	N/A
F.E.T. Tire Credit-Quan	X \$	Ea	- \$ N/A
MN State Tax (where applicable)		+ \$	N/A
Freight		+ \$	Included
Other		+ \$	Included
Balance Due at delivery:		\$	169,202.00

The purchaser agrees to accept the equipment listed and described above, on arrival, and to pay therefore the total Cash Price (less any pre-payments theretofore made) or, balance to be payable as follows:

The purchaser further agrees:

1. That a service charge of 1-1/2% per month will be charged on all past due accounts with a \$1.00 minimum. This is an annual percentage rate of 18%.
2. *Special orders are non-cancelable and a minimum of 35% down payment is required on special designed trailer orders. That this document forms a legal and binding contract for both parties herein, undersigned. Any changes, additions, or deletions, must be in writing within 5 days form date accepted by Wilkens Industries, Inc.
3. Any regular orders requested to be cancelled will be subject to 20% of the sale price, service charge, and or the purchaser will forfeit their down payment whichever is greater. Any request to cancel an order shall be made in writing with a detailed explanation. Wilkens Industries, Inc shall have the final approval of a request for cancellation.

Signed By:

Title:

Date:

Sales

Accepted By:

Title:

Date:

DS/ank
11/18/14

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

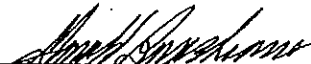
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

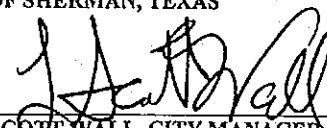
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 7.

Meeting Date: 01/19/2015

Prepared By: Robby Hefton, Assistant City Manager/CFO

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5935

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

Issue:

Approving bond issuance through the Greater Texoma Utility Authority (GTUA) for \$2.525 million of improvements to the City's Water Treatment Plant

Background:

The City has approved the expansion of the City's existing Water Treatment Plant. The proposed bond issue will be utilized to fund the planning, acquisition, and design services related to the construction of the Water Treatment Plant expansion. The amount of the issue is \$2.525 million. These bonds will be sold through the Texas Water Development Board's (TWDB) Drinking Water State Revolving funds.

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

Origination:

Drew Satterwhite, P.E., GTUA General Manager

Financial Consideration:

Debt service on these bonds will be paid by the City to GTUA in accordance with the Contract for Water Supply and Sewer Service between the two entities. Funds for this contractual debt repayment are generated through the City's water and sewer revenues. Using the TWDB funds will save the City between \$150,000.00 and \$200,000.00 over the 10-year life of the bonds.

Staff Recommendation:

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

Alternatives:

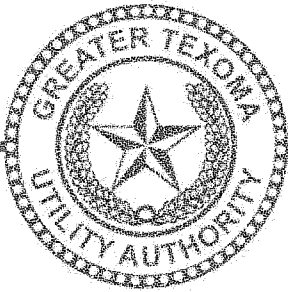
No viable alternatives can be suggested at this time.

Attachments

GTUA's Letter of January 14, 2015 with Debt Service Schedule

Resolution No. 5935

Exhibit A - Texas Water Development Board Commitment



GREATER TEXOMA UTILITY AUTHORITY

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

January 14, 2015

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

Re: \$2,515,000 Greater Texoma Utility Authority Contract Revenue Bonds, Series
2015 (City of Sherman Project)
Planning, Acquisition and Design

Dear George,

The Sherman City Council will be asked to consider a resolution at Monday's meeting for the Greater Texoma Utility Authority/City of Sherman \$2,515,000 Contract Revenue Bonds with the Texas Water Development Board ("TWDB"), for funding the planning, acquisition and design for the Sherman Water Treatment Plant expansion. These bonds are for a period of ten years, as that is the longest the TWDB allows for repayment of planning, acquisition and design funds. These funds are through the TWDB Drinking Water State Revolving Fund ("DWSRF") Program. The net interest rate is 0.3423997%.

As you know, the Authority staff is also working with the City of Sherman staff to obtain below market funds for the construction portion of this project. Construction funding through the DWSRF Program has been placed in the TWDB Intended Use Plan, and will be available for the Authority/City to submit an application for funding through if this proves to be the best funding available when the time comes to begin constructing the project.

The Authority staff has also forwarded the abridged application for possible funding through the State Water Implementation Fund for Texas ("SWIFT") for the construction of the expansion of the water treatment plant for Sherman. Once all abridged applications have been received and rated, the TWDB staff will invite applications for this funding. The best program with the lowest interest rate will be sought when the construction funding is needed for the water treatment plant expansion project.

Mr. George Olson, City Manager
City of Sherman
January 14, 2015
Page 2

I am attaching a copy of the debt service schedule for the \$2,515,000 DWSRF planning, acquisition and design funds. Please let me know if you need additional information regarding this bond issue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Drew Satterwhite', with a long horizontal flourish extending to the right.

Drew Satterwhite, P.E.
General Manager

Attachment

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

Greater Texoma Utility Authority

(City of Sherman Project)

\$2,515,000 Contract Revenue Bonds, Series 2015 TWDB - DWSRF

Final TWDB Rates - Assumes 2/26/15 Delivery

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
10/01/2016	Serial Coupon	-	-	280,000.00	100.000%	280,000.00
10/01/2017	Serial Coupon	-	-	280,000.00	100.000%	280,000.00
10/01/2018	Serial Coupon	-	-	280,000.00	100.000%	280,000.00
10/01/2019	Serial Coupon	-	-	275,000.00	100.000%	275,000.00
10/01/2020	Serial Coupon	0.070%	0.070%	280,000.00	100.000%	280,000.00
10/01/2021	Serial Coupon	0.260%	0.260%	280,000.00	100.000%	280,000.00
10/01/2022	Serial Coupon	0.450%	0.450%	280,000.00	100.000%	280,000.00
10/01/2023	Serial Coupon	0.590%	0.590%	280,000.00	100.000%	280,000.00
10/01/2024	Serial Coupon	0.690%	0.690%	280,000.00	100.000%	280,000.00
Total	-	-	-	\$2,515,000.00	-	\$2,515,000.00

Bid Information

Par Amount of Bonds	\$2,515,000.00
Gross Production	\$2,515,000.00
Bid (100.000%)	2,515,000.00
Total Purchase Price	\$2,515,000.00
Bond Year Dollars	\$14,082.01
Average Life	5.599 Years
Average Coupon	0.3423997%
Net Interest Cost (NIC)	0.3423997%
True Interest Cost (TIC)	0.3413990%

Greater Texoma Utility Authority

(City of Sherman Project)

\$2,515,000 Contract Revenue Bonds, Series 2015 TWDB - DWSRF

Final TWDB Rates - Assumes 2/26/15 Delivery

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/26/2015	-	-	-	-	-
04/01/2015	-	-	560.78	560.78	-
09/30/2015	-	-	-	-	560.78
10/01/2015	-	-	2,884.00	2,884.00	-
04/01/2016	-	-	2,884.00	2,884.00	-
09/30/2016	-	-	-	-	5,768.00
10/01/2016	280,000.00	-	2,884.00	282,884.00	-
04/01/2017	-	-	2,884.00	2,884.00	-
09/30/2017	-	-	-	-	285,768.00
10/01/2017	280,000.00	-	2,884.00	282,884.00	-
04/01/2018	-	-	2,884.00	2,884.00	-
09/30/2018	-	-	-	-	285,768.00
10/01/2018	280,000.00	-	2,884.00	282,884.00	-
04/01/2019	-	-	2,884.00	2,884.00	-
09/30/2019	-	-	-	-	285,768.00
10/01/2019	275,000.00	-	2,884.00	277,884.00	-
04/01/2020	-	-	2,884.00	2,884.00	-
09/30/2020	-	-	-	-	280,768.00
10/01/2020	280,000.00	0.070%	2,884.00	282,884.00	-
04/01/2021	-	-	2,786.00	2,786.00	-
09/30/2021	-	-	-	-	285,670.00
10/01/2021	280,000.00	0.260%	2,786.00	282,786.00	-
04/01/2022	-	-	2,422.00	2,422.00	-
09/30/2022	-	-	-	-	285,208.00
10/01/2022	280,000.00	0.450%	2,422.00	282,422.00	-
04/01/2023	-	-	1,792.00	1,792.00	-
09/30/2023	-	-	-	-	284,214.00
10/01/2023	280,000.00	0.590%	1,792.00	281,792.00	-
04/01/2024	-	-	966.00	966.00	-
09/30/2024	-	-	-	-	282,758.00
10/01/2024	280,000.00	0.690%	966.00	280,966.00	-
09/30/2025	-	-	-	-	280,966.00
Total	\$2,515,000.00	-	\$48,216.78	\$2,563,216.78	-

Yield Statistics

Bond Year Dollars	\$14,082.01
Average Life	5.599 Years
Average Coupon	0.3423997%
Net Interest Cost (NIC)	0.3423997%
True Interest Cost (TIC)	0.3413990%
Bond Yield for Arbitrage Purposes	0.3413990%
All Inclusive Cost (AIC)	0.3413990%

IRS Form 8038

Net Interest Cost	0.3423997%
Weighted Average Maturity	5.599 Years

15 \$2,515mm revs (1/13/15 | SINGLE PURPOSE | 1/13/2015 | 1:19 PM

RESOLUTION NO. 5935

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2015 (CITY OF SHERMAN PROJECT), APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY FOR THE BENEFIT OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Greater Texoma Utility Authority (the “Authority”) and the City of Sherman, Texas (the “City”) have previously executed and delivered a Contract for Water Supply and Sewer Service, dated as of March 1, 1985 (the “Contract”), whereby the Authority is to provide water and sewer services to the City; and

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

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

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

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

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

SECTION 2. That the facilities to be constructed, acquired, and improved by the Authority with the proceeds of the Bonds as described in the Bond Resolution are hereby approved. The issuance of the Bonds by the Authority and the use of the proceeds thereof, as described in the Bond Resolution, is hereby approved. The Bond Resolution is approved as to form and content, and the City acknowledges that the payment of principal of and interest on the Bonds is payable, in whole or in part, from payments to be made by the City under and pursuant to the Contract. The City agrees to provide the reports described in the Bond Resolution within the times specified therein, in compliance with the Board's commitment. The City agrees with the obligations and conditions set forth in the Board's Commitment 14-105, as amended, and the City hereby expressly agrees that it will not acquire any of the Board's bonds that were issued to provide financing for the Bonds in the amount of the Bonds to be acquired from the Authority by the Board. A copy of such commitment is attached hereto as **Exhibit A**.

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

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

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

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

[remainder of page left blank intentionally]

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

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

(CITY SEAL)

EXHIBIT A

COMMITMENT OF THE TEXAS WATER DEVELOPMENT BOARD

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$2,525,000 TO GREATER TEXOMA UTILITY AUTHORITY
FROM THE DRINKING WATER STATE REVOLVING FUND
THROUGH THE PROPOSED PURCHASE OF
\$2,525,000 GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS,
PROPOSED SERIES 2015 (CITY OF SHERMAN PROJECT)

(14-105)

WHEREAS, the Greater Texoma Utility Authority on behalf of the City of Sherman, located in Grayson County, Texas (Authority) has filed an application for financial assistance in the amount of \$2,525,000 from the Drinking Water State Revolving Fund (DWSRF) to finance the planning, acquisition, and design of certain water system improvements identified as Project No. 62648; and

WHEREAS, the Authority seeks financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase of \$2,525,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2015 (together with all authorizing documents (Obligations)), all as is more specifically set forth in the application and in recommendations of the TWDB's staff; and

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

WHEREAS, the project is a recommended strategy in a regional water plan that would be approved but for the interregional conflict between the Regional Water Planning Regions C and D;

WHEREAS, the TWDB hereby finds:

1. that the revenue and/or taxes pledged by the Authority will be sufficient to meet all the Obligations assumed by the Authority, in accordance with Texas Water Code § 15.607;
2. that the application and assistance applied for meet the requirements of the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.* as well as state law, in accordance with Texas Water Code § 15.607;
3. that the Authority has adopted and implemented a water conservation program for the more efficient use of water that will meet reasonably anticipated local needs and conditions and that incorporates practices, techniques or technology prescribed by the Texas Water Code and TWDB's rules; and
4. that the TWDB hereby waives the requirement that it determine that the needs to be addressed by the project will be addressed in a manner that is consistent with the State

Water Plan and with the approved regional water plan that includes the area benefiting from the proposed project, as allowed under Texas Water Code § 16.053(k).

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

1. for the reasons stated above, the TWDB hereby waives the requirements of Texas Water Code§ 16.053(j), pursuant to Texas Water Code § 16.053(k); and
2. a commitment is made by the TWDB to the Greater Texoma Utility Authority for financial assistance in the amount of \$2,515,000 from the Drinking Water State Revolving Fund through the TWDB's proposed purchase of \$2,515,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2015. This commitment will expire on May 31, 2015.

Such commitment is conditioned as follows:

Standard Conditions

1. this commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that all of the requirements of the laws under which said Obligations were issued have been complied with; that said Obligations were issued in conformity with the Constitution and laws of the State of Texas; and that said Obligations are valid and binding obligations of the Authority;
3. this commitment is contingent upon the Authority's compliance with all applicable requirements contained in 31 TAC Chapter 371;
4. the Obligations must provide that the Obligations can be called for early redemption only in inverse order of maturity, and on any date beginning on or after the first interest payment date which is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;
5. the Authority, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the Authority's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the Authority's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the Authority is an obligated person with respect to such bonds under SEC Rule 15c2-12;

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

substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;

14. the Executive Administrator may require that the Authority execute a separate financing agreement in form and substance acceptable to the Executive Administrator;
15. the TWDB retains the option to purchase the Obligations in separate lots and/or on an installment basis, with delivery of the purchase price for each installment to be paid against delivery of the relevant installment of Obligations as approved by the Executive Administrator;

Conditions Related To Tax-Exempt Status

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

percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations;

20. the Obligations must include a provision requiring the Authority take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal government in order to satisfy the requirements of § 148 of the Code. The Obligations must provide that the Authority will:
 - a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and retain all records of such accounting for at least six years after the final Computation Date. The Authority may, however, to the extent permitted by law, commingle Gross Proceeds of its Loan with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;
 - b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its Loan, not less frequently than each Computation Date, in accordance with rules set forth in § 148(f) of the Code, § 1.148-3 of the Regulations, and the rulings thereunder. The Authority shall maintain a copy of such calculations for at least six years after the final Computation Date;
 - c. as additional consideration for the making of the Loan, and in order to induce the making of the Loan by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date;
 - d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations;
21. the Obligations must include a provision prohibiting the Authority from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes;
22. the Obligations must provide that the Authority will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of § 149(b) of the Code;

23. the transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the Authority's reasonable expectations regarding the use, expenditure and investment of the proceeds of the Obligations;
24. the transcript must include evidence that the information reporting requirements of § 149(e) of the Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of § 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply;
25. the Obligations must provide that neither the Authority nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the Authority by the TWDB;

State Revolving Fund Conditions

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

Drinking Water State Revolving Fund Conditions

31. prior to or at closing, the Authority shall pay a 2.25% origination fee to the TWDB calculated pursuant to 31 TAC Chapter 371;
32. prior to closing, the Texas Commission on Environmental Quality, must make a determination, the form and substance of which is satisfactory to the Executive Administrator, that the Authority has demonstrated the necessary financial, managerial, and technical capabilities to proceed with the project or projects to be funded with the proceeds of these Obligations;
33. prior to release of funds for professional consultants including, but not limited to, the engineer, financial advisor, and bond counsel, as appropriate, the Authority must provide documentation that it has met all applicable state procurement requirements as well as all federal procurement requirements under the Disadvantaged Business Enterprises program;

Pledge Conditions for the Loan

34. if the Authority has existing revenue obligations with the same pledge of security as the proposed Obligations that will remain outstanding after any loan(s) made by the TWDB pursuant to this commitment, the lien or liens securing the Obligations issued to the TWDB shall be at least on a parity with lien or liens securing such outstanding obligations;
35. upon request by the Executive Administrator, the Authority shall submit annual audits of contracting parties for the Executive Administrator's review;
36. the Obligations must contain a provision requiring the Authority to maintain rates and charges sufficient to meet the debt service requirements on the outstanding debt Obligations that are being supported by the pledged contract revenues and will further require its customers to maintain rates and charges sufficient to pay all of their revenue obligations arising from the operation of the water and sewer system;
37. the Obligations must contain a provision that the pledged contract revenues from the Authority may not be pledged to the payment of any additional parity obligations of the Authority secured by a pledge of the same contract revenues unless the Authority demonstrates to the Executive Administrator's satisfaction that the pledged contract revenues will be sufficient for the repayment of all Obligations and additional parity obligations;
38. prior to closing, the Authority must submit executed contracts between the Authority and the contracting parties regarding the contract revenues pledged to the payment of the Authority's Obligations, in form and substance acceptable to the Executive Administrator. Such contracts shall include provisions consistent with the provisions of

this Resolution regarding the contracting parties' annual audits, the setting of rates and charges and collection of revenues sufficient to meet the Authority's debt service obligations and additional parity obligations;

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

Special Conditions:

39. the Authority shall not amend or revise the Water and Sewer Facilities Contract with the City of Sherman, which is the revenue source for the pledge, if the revision or amendment affects the financial condition of the Authority or its ability to repay the loan described in this Commitment, without receiving the written approval of the Executive Administrator;
40. the Authority must notify the Executive Administrator prior to taking any actions to alter its legal status in any manner, such as by conversion to a conservation and reclamation district or a sale-transfer-merger with another retail public utility;
41. the Obligations must include a provision requiring that, prior to any action by the Authority to convey its Obligations held by the TWDB to another entity, the conveyance and the assumption of the Obligations must be approved by the TWDB; and
42. prior to the release of funds for the costs of planning, engineering, architectural, legal, title, fiscal, or economic investigation, studies, surveys, or designs for that portion of a project that proposes surface water or groundwater development, the Executive Administrator must either issue a written finding that the Authority has the right to use the water that the project financed by the TWDB will provide or a written determination that a reasonable expectation exists that such a finding will be made before the release of funds for construction.

APPROVED and ordered of record this 20th day of November, 2014.

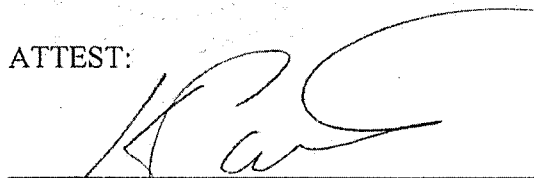
TEXAS WATER DEVELOPMENT BOARD



Carlos Rubinstein, Chairman

DATE SIGNED: 11-20-14

ATTEST:



Kevin Patteson
Executive Administrator



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 01/19/2015

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

Approved By: George Olson, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Park Restroom Cleaning Services

Issue:

Requesting permission to advertise for the private contract cleaning of eight (8) public park restrooms

Background:

The City of Sherman Parks and Recreation Department annually contracts the cleaning of its park restrooms. We are seeking proposals that would include cleaning and securing of the facilities seven (7) days a week for a nine (9) month period at a minimum.

Origination:

Parks and Recreation Department

Financial Consideration:

Funding for these services has been allocated in the City's Parks Maintenance budget for the 2014-2015 fiscal year. The cost of advertising is expected to be approximately \$200.00.

Staff Recommendation:

It is recommended that the City Council authorize the staff to advertise the Park Restroom Cleaning Services for bid.

Alternatives:

As may be directed by the Sherman City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 1.

Meeting Date: 01/19/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Chairman Brooks Hull and SEDCO President Scott Connell

Issue:

To receive the Sherman Economic Development Corporation (SEDCO) quarterly progress report from Board Chairman Brooks Hull and President Scott Connell

Background:

The brief presentation by the SEDCO Board Chairman and President will provide the City Council with an overview of SEDCO's activities and accomplishments during the last three (3) months. SEDCO's last update was presented at the September 16, 2014 joint meeting of the City Council and the SEDCO Board.

Origination:

City Council

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments

SEDCO Quarterly Progress Report

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chairman: Brooks Hull

Name of Vice Chairman: Willie Steele

Date of Report to City Council: January 7, 2015

1. In simple terms and as briefly as possible, please describe the mission of your board.

- *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the Sherman and surrounding area economies through the addition of new jobs and investment.*

**2. Please list the top accomplishments of your board within the past quarter.
(Please limit the list to five or fewer items).**

- *SEDCO Board of Directors approved a new Economic Development Performance Agreement with Presco, Inc. for an investment of \$821,000 in new production equipment for the vinyl products division. The new incentive is for \$41,050 to be paid in one payment before April 15, 2015.*
- *SEDCO Board of Directors approved a new Economic Development Performance Agreement with Kaiser Aluminum Fabricated Products for an investment of \$5,800,000 in new production equipment and facility renovations and the creation of seven new full-time jobs. The company will retain the existing workforce of 145 staff positions. Kaiser produces extruded aluminum products that eventually support the automotive and aerospace industries. The new incentive is for \$232,000 to be paid in one payment before September, 2015.*
- *SEDCO Board of Directors approved a new Economic Development Performance Agreement with Renew Blue Industries for the creation of 104 new full-time jobs. Renew Blue will recycle non-hazardous fabric from hospitals and healthcare facilities and convert the material back to plastic pellets for use in other products. The new incentive is for \$400,400 to be paid in three payments before June, 2016.*
- *SEDCO Board of Directors approved a new Economic Development Performance Agreement with Barrett Hospitality for an investment of \$868,186 in a new restaurant in downtown Sherman. The new incentive will reimburse expenses for infrastructure, job training or marketing expenses up to \$32,600 before July 2016. SEDCO considered this project as it will renovate a strategic building on the courthouse square and may be a catalyst for further development in downtown.*
- *SEDCO Board of Directors adopted a new Small Business Grant program to assist fast growing businesses that may have unique capital needs. It is for businesses more than one year old with a growth opportunity that needs addressing. The grant provides up to \$50,000 with a 2-1 match from the company with flexible measurement goals. SEDCO replaced the existing Economic Development Performance Agreement for 903 Brewers with the new Small Business Development Grant Agreement that requires the company invest \$100,000 in new equipment by October 2015.*

3. What are your plans for this board in the next quarter?

- *SEDCO will work to compete aggressively for the attraction of new jobs and investment from existing Sherman employers and new companies to the city. (SEDCO Goals A, B, C, D)*
- *In first quarter 2014-15, SEDCO began utilizing a new corporate logo on business cards and letterhead with the tagline “**Distinctive Market. Global Reach.**” SEDCO also began utilizing the public relations support of our agency, HCK2, to extend media placements of company announcements. We will advance our new marketing program in second quarter 2014-15 with the development of a new SEDCO website and a marketing brochure. We are planning for the website to be a content rich source of data and information about Sherman and the business community. (SEDCO Goals B, C, G)*
- *SEDCO will work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the Economic Development Performance Agreements including Panda Sherman Power, Texas Instruments, Tyson, 903 Brewers, Modular Power Solutions, Progress Rail, Emerson-Fisher Controls, Globitech, Renew Blue and others. (SEDCO Goals A, B)*
- *SEDCO will begin professional review of the former Sherman Youth Center facility to identify needed renovations for a possible business incubator. (SEDCO Goal G)*

4. How often did this board meet in the last quarter?

- *The SEDCO Board held three regularly scheduled meetings (October 14, November 11, December 9) and two special called meetings (October 31, December 19).*

5. In what percentage of those meetings was a quorum of board members present?

- *100%*

6. Did any member attend less than 75% of those meetings? If so, which member and how often did they attend.

- *No*

7. What other information would your board like to communicate to the City Council? (please be concise in your response).

- *SEDCO hosted the first Sherman Economic Development Conference at Wright Center at Austin College. There were approximately 100 attendees who heard presentations from local industry regarding their recent expansions – Tyson, Panda Power, Emerson-Fisher Controls. Mayor Wacker provided an update from the City of Sherman. Scott Connell provided information about Sherman growth data and SEDCO activities.*
- *Scott Connell began serving the second year of a two-year term on the Board of Directors of the Texas Economic Development Council. Mr. Connell is co-chair of the Legislative Committee.*
- *Scott Connell participated as a judge for the Austin College Idea Pitch Competition to create a new business for an entrepreneurship class that will start in spring 2015.*
- *Scott Connell, at the invitation of Dr. Jeremy McMillen, participated on the interview panel for the hiring of the new director of the Center for Workplace Learning at Grayson College. Grayson College hired Djuna Forrester, former administrator at North Central Texas College.*

- The Texoma Craft Beverage Alliance was launched December 2 to support and promote business growth in the production of beer, wine and spirits in the region. SEDCO is a partner in the Alliance. A new website, www.texomacraftbeverage.com has been launched to help coordinate and promote all of the activities.
- Progress on Program of Work 2014-15
 - Goal A Three expansion projects, \$25 million investment, 50 new jobs, 200 retained jobs
Two expansion projects, \$6,621,000 investment, 7 new jobs, 145 retained (Presco, Kaiser Aluminum)
 - Goal B Four new primary employers, \$40 million investment, 100 new jobs
One new project, 104 new jobs (Renew Blue)
 - Goal C DFW allies marketing activities, 2 businesses, \$10 million investment, 40 jobs
Scott Connell Vice Chair of DFW Marketing Team and attended marketing trips to Atlanta, Georgia and Los Angeles, California.
 - Goal D Attract three retail businesses, \$5 million investment, 40 jobs
One business, \$868,000 investment, 13 jobs (Barrett Hospitality)
 - Goal E Sale of 40 acres in Progress Park
No transactions in First Quarter 2014-15.
 - Goal F Invest in community projects that help attract employers
No projection underway at this time.
 - Goal G Raise Sherman Profile
Expanded public relations for press releases of new announcements.
SEDCO updated logo and tagline "Distinctive Market. Global Reach."
Scott Connell on Board of Directors of Texas Economic Development Council
Scott Connell Vice Chair of DFW Marketing Team (Chair in 2015)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 2.

Meeting Date: 01/19/2015

Prepared By: Robby Hefton, Deputy City Manager

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Receive Report from Director of Tourism Lauren Roth

Issue:

To receive Tourism Director Lauren Roth's report on the activities and accomplishments of her department and summary work program for fiscal year (FY) 2015

Background:

The City's tourism function was contracted out to the Sherman Chamber of Commerce with the fiscal year (FY) 2014-2015 budget. The brief presentation by the Chamber's Director of Tourism Lauren Roth will provide the City Council with an overview of the Department of Tourism's activities and accomplishments and plans for the current year.

Origination:

City Manager's Office

Financial Consideration:

None

Staff Recommendation:

This presentation is for informational purposes only; the Council need take no action.

Alternatives:

None recommended



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 3.

Meeting Date: 01/19/2015

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

Approved By: George Olson, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Certain Streets and Use Certain City Facilities and Services for the 2nd Annual Red River Mardi Gras & Jazz Festival on Saturday, February 7, 2015

Issue:

Downtown Sherman Preservation & Revitalization (DSP&R) is requesting to temporarily close Crockett Street (between Houston Street and Lamar Street), Travis Street (between Houston Street and Lamar Street) and Walnut Street (between Houston Street and Lamar Street) on Saturday, February 7, 2015 from 11:00 a.m. - 11:30 p.m. for the 2nd Annual Red River Mardi Gras & Jazz Fest.

The event will include jazz bands, a gumbo cook-off, and other activities and vendors. DSP&R has applied for an alcohol permit from the Texas Tobacco and Alcohol Commission for the sale of beer and wine to the patrons of this event.

DSP&R has also reserved the Municipal Ballroom, Municipal Grounds, and the Kidd-Key Auditorium to house activities for the Kids Multicultural Festival from 10:00 a.m. - 2:00 p.m. and requests the closure of Mulberry Street (between Rusk Street and Elm Street) from 10:00 a.m. - 2:00 p.m.

Background:

This is the second year DSP&R has hosted this event; they have added the Children's Multicultural Festival this year.

Origination:

Karen Tooley, Director of DSP&R

Financial Consideration:

Barricades and cones will be provided by the City of Sherman Street Department; and solid waste receptacles will be provided by the City's Solid Waste Department. DSP&R will work with the Sherman Police Department to arrange for security officers and the Sherman Fire Department to arrange for medical personnel necessary for the event. DSP&R has been instructed that emergency vehicle accessibility must be maintained throughout the closed streets at all times.

Staff Recommendation:

It is recommended that the Council authorize the use of City resources to accommodate the event.

Alternatives:

As directed by the Council

Attachments

Mardi Gras Request Letter

Jazz Festival Map

Children's Multicultural Event Map

1 December 2014



Mr. Don Keene
Director of Community and Support Services
PO Box 1106
Sherman, TX 75091

Dear Don,

Downtown Sherman Preservation & Revitalization (DSP&R) would like city approval to hold an event, Red River Mardi Gras & Jazz Festival. The details are listed below. If I can answer questions or help clarify this request, please do not hesitate to contact me by email (kctooley@msn.com) or phone (903-816-2811).

Sincerely,
Karen Tooley

Executive Director, DSP&R

KC Tooley 1-8-15

Name of Event: Red River Mardi Gras & Jazz Festival

Date/Time of Event: Saturday, February 7, 2015, 9:30am-11pm

Description of Event: Children's Event from 10-2:00 with music, crafts, food, dancing. Adult Event from 3-11pm with jazz bands performing on two outdoor stages throughout the day. Crawfish Boil and Gumbo Cook-Off featured. Food and craft vendors. Jazz Museum open.

Street Closure Request: From 9:00am-2:30pm we request closure of W Mulberry between N Rusk and N Elm; from 11:00am-11:30pm we request the following closures: Crockett/Travis/Walnut between Houston Street and Lamar Street.

Supplies Requested: 40 rolling trash cans, 40 orange traffic cones for the Adult Event and 12 rolling trash cans for Children's Event.

TABC Permit: DSP&R is working with Teresa Hall from TABC to obtain proper permits to sell alcohol within the entertainment district.

ADDITIONALLY: Fulbelli's Restaurant, Sherman Jazz Museum, and Hampton Inn plan to offer an Overnight Discount Package for people choosing to sleep in Sherman Saturday, 7 February 2015, attend a Sunday Brunch (with live Dixieland music) at Fulbelli's Restaurant on 8 February 20145, and visit Sherman Jazz Museum on either day.

Event Title

Red River Mardi Gras + Jazz Festival
3-11 pm 2/7/15

Use "Legend" to indicate event setup locations and any items needed by the City.

Legend

-  Barricades
-  Concessions
-  Fencing
-  Parking
-  Stage
-  Street Closure
-  Tents
-  Toilets



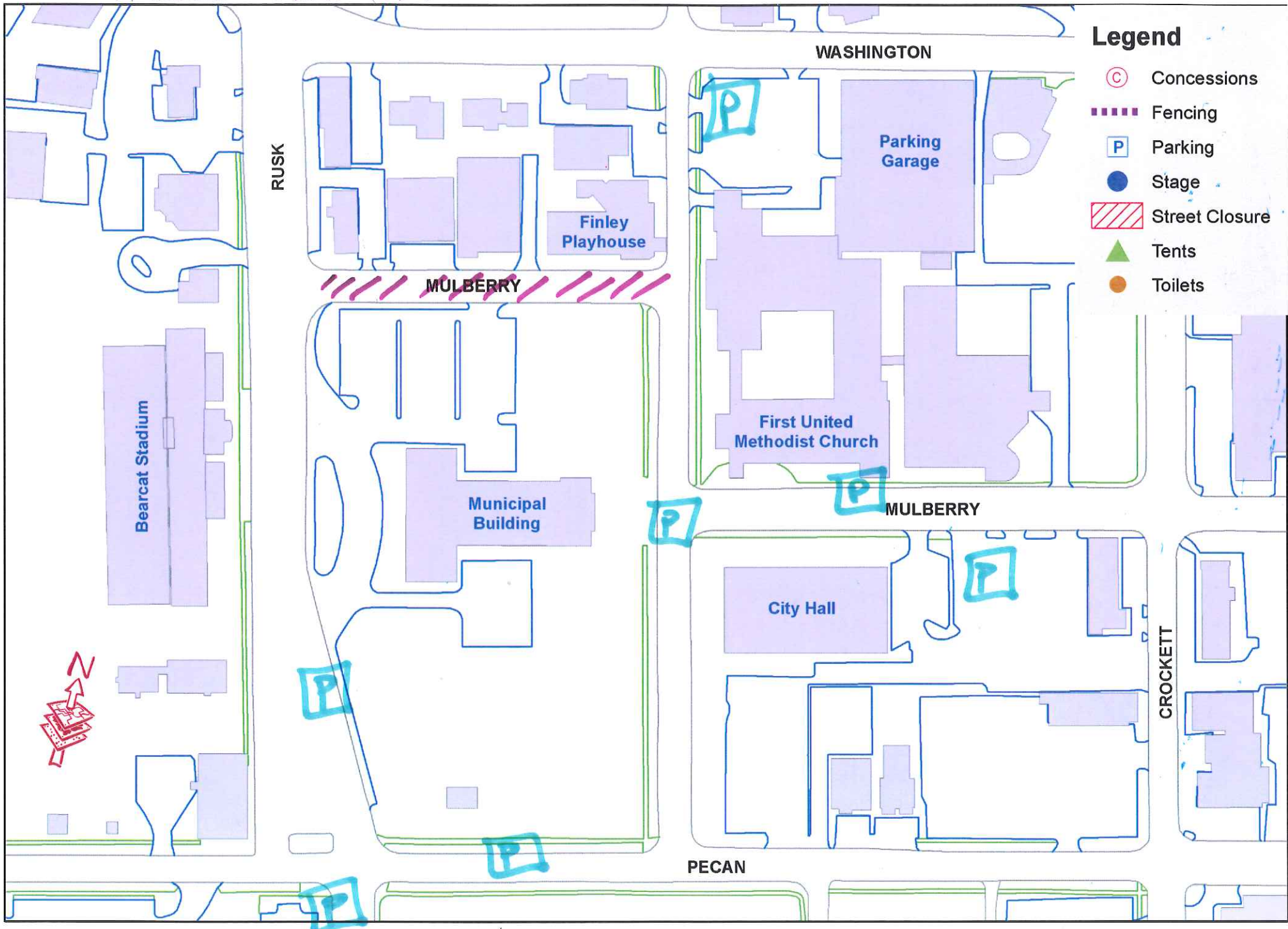
Event
Title

Making History:
A Cultural Fair for Kids 10-2pm

Use "Legend" to indicate event setup
locations and any items needed by the City.

Legend

-  Concessions
-  Fencing
-  Parking
-  Stage
-  Street Closure
-  Tents
-  Toilets





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. I. 1.

Meeting Date: 01/19/2015

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Texoma Area Paratransit System (TAPS) Board of Directors (1)

Issue:

Council Member Ryan Johnson has served on the TAPS Board of Directors since May of 2013. Terms on this board are for two years. Mayor Wacker has asked that an appointment for this board be included on the Council Agenda.

Background:

TAPS Public Transit is a private, non-profit corporation serving Collin, Fannin, Grayson, Cooke, Wise, Clay and Montague Counties. TAPS is open to the public and serves individuals of all ages and income groups, and is equipped to fully service the elderly and disabled. Guidance to TAPS is provided by the TAPS Board of Directors, volunteers who are appointed by the participating entities.

Origination:

The appointment originated with Mayor Wacker.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider an appointment to the TAPS Board of Directors.

Alternatives:

The alternative is to delay the appointment.

Attachments

Roster

Fact Sheet

By-Laws

MEMBERSHIP ROSTER

TEXOMA AREA PARATRANSIT (TAPS) BOARD OF DIRECTORS

LENGTH OF TERMS: TWO YEARS

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Council Member H.L. Compton		May 2013			City of Bonham
Civic Leader Joan Schaffner		October 2001			Clay County
Commissioner Danny White		September 2010			Wise County
Commissioner Leon Klement		July 2013			Cooke County
Council Member Jay Davidson Board Chairman (1/2013)		November 2009			City of Decatur
Judge Kenneth Liggett		October 2008			Clay County
Wanda Wood		October 2012			Montague County
Judge Spanky Carter		September 2011			Fannin County
Council Member Ryan Johnson		May 2013			City of Sherman
Council Member Ken Brawley Board Secretary (1/2013)		November 2012			City of Denison
Commissioner Chris Hill Board Vice-Chairman (9/2013)		May 2013			Collin County
Trent Bass		November 2012			Grayson County
Mayor Brian Loughmiller		May 2013			City of McKinney
Council Member Randy Pogue		June 2013			City of McKinney
Mayor Eric Hogue		June 2013			City of Wylie

CITY STAFF: George Olson, City Manager
TAPS: Bill Giordanengo, General Manager
Revised 1/13/2015

TAPS
6104 Texoma Parkway
Sherman, Texas 75090

(903) 893-4601
(903) 893-4766 (Fax)

FACT SHEET

TEXOMA AREA PARATRANSIT (TAPS) BOARD OF DIRECTORS

Established by Texoma Council of Governments in June 1986; Must comply with Texas Transportation Code, Section 458 as a rural transit district; Board membership established by TAPS By-Laws adopted June 15, 1986 and amended October 22, 1997

1. Number of Members: 15
2. Term of Appointment: 2 years
3. Consecutive Term Rule: n/a
4. Qualifications for Membership: an interest in the transit system within their City or County
5. Appointed by: their own governing body
6. Board Organization

CHAIRPERSON X VICE CHAIRPERSON X SECRETARY X

ELECTED APPOINTED

7. Departmental Responsibility: City Manager
8. Meeting Date:
9. Attendance Requirements:

=====

PURPOSE: Created as an independent not-for-profit agency for provision of public transportation.

RESPONSIBILITIES: To determine rules and regulations for the Texoma Area Paratransit Service in Grayson, Cooke, Fannin, Montague, Clay and Wise Counties.

BY – LAWS
OF
TEXOMA AREA PARATRANSIT SYSTEM, INCORPORATED

ARTICLE I

Name and Geographical Area

The name of this organization shall be Texoma Area Paratransit System, Incorporated, located in Grayson County, Texas. The Corporation shall do business as TAPS. The geographical area it is designed to serve are Cooke, Fannin, Grayson, Clay, Montague and Wise counties, with the principle place of business located in the City of Sherman, Texas.

ARTICLE II

Texoma Area Paratransit System, Incorporated is a governing body organized exclusively for charitable purposes to include the provision of coordinated transportation services to the elderly, disabled, economically disadvantaged, and other eligible recipients.

Services will include, transportation and other related services necessary to the health and social well being of all eligible recipients in Cooke, Fannin, Grayson, Clay, Montague and Wise Counties of Texas.

ARTICLE III

Section 1. The policy of Texoma Area Paratransit System, Incorporated shall be to promote and supervise the activities as outlined in the purpose statement in accordance with Federal, State, and/or local laws and guidelines relative to each program areas and funding source.

Section 2. It shall not endorse a commercial enterprise nor intervene in any political campaign on behalf of, or in opposition to, a candidate seeking public office.

ARTICLE IV

Section 1. Board of Directors

Voting membership on the Board of Directors shall consist of the following:

- A. The Board may have 15 members representing each of the fifteen existing transportation programs, with members to be added in the event new sites are opened according to Texas Transportation Code Chapter 458.

- B. Sec 458.006 Governing Body of Rural Transit District. (a) Not later than the 60th day after the date the boundaries of a rural transit district are established, the commissioners court of each county and one elected representative from the governing body of each municipality in the territory of the district shall provide for the selection of the governing body of the district. (b) The governing body of the district consists of elected officers who are selected by and serve at the pleasure of the governing bodies of the component municipalities in the district and the commissioner's court of each county in the district. (c) The number of members of the governing body of a single-county rural transit district may not exceed nine. The number of members of the governing body of a multicounty district may not exceed 15, except that each member county is entitled to at least one representative on the governing body.
- C. An appropriate number of staff employed by Texoma Area Paratransit System, Incorporated, as determined by the board of directors. These staff persons to serve in a non-voting capacity.
- D. Membership on the Board of Directors shall be for a period of two years, and members shall be allowed self-succession as determined by the Board.

Section 2 Each Director shall have one vote.

ARTICLE V

Executive Committee

Section 1 There shall be an Executive Committee consisting of a Chairperson, Vice-Chairperson, and Secretary-Treasurer chosen from the Board of Directors.

Section 2 The Executive Committee shall be empowered to make recommendations to the Board of Directors and may conduct administrative business of the Corporation as authorized by the Board of Directors.

ARTICLE VI

Officers

Section 1. The officers of this organization shall be elected annually from the Board of Directors of Texoma Area Paratransit System, Incorporated at the annual meeting (first month after the fiscal year) and assume their duties immediately. The elected officers shall also serve on the Executive Committee.

Section 2. The officers shall consist of a Chairman, Vice-Chairman, and a Secretary-Treasurer.

Section 3. Officers shall be elected at the first meeting of the Board and shall assume their duties immediately. Officers will be re-elected annually.

Section 4. A vacancy occurring in any office shall be filled for the unexpired term by a vote of the Board.

ARTICLE VII

Duties of the Officers

Section 1. The chairperson shall preside at all meetings of the Board. He/she shall perform such other duties as may be assigned to him by the Board and shall coordinate the work of the officers and committees.

Section 2. The Vice Chairperson shall act as an aide to the Chairperson and shall perform the duties of the Chairperson in the absence, inability, or refusal of that officer to serve.

Section 3. The Secretary-Treasurer shall keep or delegate to a staff member the keeping of minutes of all meetings of the Board of Directors.

ARTICLE VIII

Meetings

Section 1. All meetings of the Board shall be held at a time and place conducive to maximum attendance. Board meetings shall be public according to Rural Transit District State Law.

Section 2. Meetings of the Board shall be held not less than quarterly and as may be determined by the Board.

Section 3. A majority of members of the Board shall constitute a quorum for the transaction of business in any meeting of the Board.

Section 4. Special meetings may be called as the Chairperson deems necessary or upon written request of not less than 25% of the Texoma Area Paratransit System Board of Directors. Written request for special or called meetings shall be acted upon within seven (7) days by the Chairperson.

Section 5. Board Members are expected to attend all regular meetings. Absence from more than two (2) consecutive meetings, without cause, shall be reason for removal or replacement on the Board. After three (3) consecutive absences that member must be reappointed by that City or County municipality.

Section 6. The Executive Director/General Manager of Texoma Area Paratransit System, Inc. and/or a designated staff person shall serve as a non-voting member of all committees.

ARTICLE IX

Financial Affairs

Section 1. By a majority vote of its membership the Board of Directors may authorize any officer or officers of the association to enter into any contract or financial obligation in the name of and on behalf of the corporation.

Section 2. By a majority vote of its membership the Board of Directors may authorize any officer or officers to apply for and accept grant monies in the name of and on behalf of the corporation.

Section 3. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by any one of the following: The Chairperson, Vice-Chairperson, Secretary-Treasure, and/or Executive Director/General Manager of the corporation, and in such manner as shall from time to time be determined by the Executive Committee. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Executive Committee may select.

ARTICLE X

Amendment to By-Laws

The By-Laws of Texoma Area Paratransit System, Incorporated, may be altered, amended, or repealed and new By-Laws may be adopted by affirmative action of two-thirds of the Board of Directors at any regular meeting. Additional By-Laws may be added by this organization only when they do not violate the letter or spirit of the previously listed Articles.

ARTICLE XI

Dissolution of the Organization

The dissolution of this organization and the disposition of all its property and assets shall be in accordance with applicable State and Federal laws.

Original By-Laws adopted the 15th day of June 1986, by Acting Executive Committee of Texoma Area Paratransit System, Inc. on file at TAPS Office.

Amended By-Laws contained herein were adopted and approved by the full Board of Directors of Texoma Area Paratransit System, Inc., at their annual meeting on October 25, 1995.

Amended By-Laws contained herein were adopted and approved by the Board of Directors of Texoma Area Paratransit System, Inc., on January 28, 2009.

Board Chairman

Attest General Manager.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. N.

Meeting Date: 01/19/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2015 Council Calendar

2015

JANUARY						
S	M	T	W	T	F	S
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APRIL						
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DECEMBER						
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		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		

1/5/2015	Regular City Council Meeting - Cancelled
9/8/2015	Labor Day/Called Council Meeting on 09/8/2015
