CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 19, 2007
5:00 P.M.

A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A.2 PLEDGE OF ALLEGIANCE

A.3 INVOCATION BY THE HONORABLE CAROLYN S. WACKER, COUNCIL MEMBER

A.4 APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 5, 2007 AND THE CALLED CITY COUNCIL MEETING (ELECTION CANVASS) OF NOVEMBER 14, 2007

Introduction and Public Hearing of Ordinances

B.1 TABLED AT THE NOVEMBER 5, 2007 COUNCIL MEETING:
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5494
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to CAM Sherman II, LLC (Owner), Sterling Legacy Holdings (Prospective Buyer), and John Patterson (Representative) to Allow a Geriatric Psyche Facility for Patients 55 and Over with Inpatient and Outpatient Services in an R-1 (One and Two Family Residential) District at 505 F.M. 1417 North (Heritage Parkway), being 2.8 acres in the G.W. McGlothlin Survey, Abstract No. 828; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5498
Taxing Tangible Personal Property in Transit Which Would Otherwise be Exempt Pursuant to Texas Tax Code, Section 11.253

Close Public Hearing and Consider Adoption of Ordinances

B.3 ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Numbers:
a) 5494
b) 5498

B.4 CONSENT AGENDA
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

C.1 RESOLUTION NO. 5122
Authorizing the Purchase of Playground Equipment and Skateground Obstacles for the Hawn Park CIP Project through the Texas Local Government Purchasing Cooperative (BuyBoard)

C.2 RESOLUTION NO. 5123
Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the U.S. Highway 75 North Water Main Extension Project

C.3 ** RESOLUTION NO. 5124*
Authorizing the Purchase of a Frazer Built Rescue Vehicle through the Houston-Galveston Area Council of Governments (H-GAC) for the Sherman Fire Department

C.4 ** RESOLUTION NO. 5125*
Authorizing the Final Expenditure with Weisinger Water Well, Inc. for the Dorchester #8 Trinity Well Repairs

C.5 ** RESOLUTION NO. 5126*
Authorizing the Final Expenditure with Weisinger Water Well, Inc. for the Dorchester #10 Trinity Well Repairs

C.6 ** RESOLUTION NO. 5127*
Authorizing Acceptance and Execution of an Agreement with the Texas Department of Transportation for the 2007-2008 Aviation Division Routine Airport Maintenance Program (RAMP) Grant for the Sherman Municipal Airport

C.7 ** RESOLUTION NO. 5128*
Authorizing the Execution of an Agreement with TAHC 1, LLC. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 806 South Charles Street

C.8 ** RESOLUTION NO. 5129*
Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1426 East Odneal Street

Requests to Advertise

D.1 ** REQUEST TO ADVERTISE*
Purchase of Four Police Patrol Vehicles

D.2 ** REQUEST TO ADVERTISE*
Police Uniforms

D.3 ** REQUEST TO ADVERTISE*
Annual Supply of Chemicals

Payment Approval

D.4 ** PAYMENT APPROVAL*
Texas Commission on Environmental Quality Annual Consolidated Water Quality Assessment Fee for Fiscal Year 2007-2008: $67,245.00

Other Business

D.5 ** OTHER BUSINESS*
Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade on Friday, December 7, 2007

D.6 CITIZEN REQUESTS

D.7 MEDIA QUESTIONS

Consider Board/Commission Appointments

D.8 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
Sherman Parks and Recreation Advisory Board (2)

D.9 COUNCIL COMMENTS

D.10 ADJOURNMENT

COUNCIL CALENDAR

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Carolyn S. Wacker, Council Member

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. A.3

INVOCATION BY THE HONORABLE CAROLYN S. WACKER, COUNCIL MEMBER

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. A.4

APPROVE MINUTES
THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 5, 2007
AND THE CALLED CITY COUNCIL MEETING (ELECTION CANVASS)
OF NOVEMBER 14, 2007

STATE OF TEXAS §

November 5, 2007

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 November 5, 2007.

MEMBERS PRESENT: **MAYOR BILL MAGERS; DEPUTY MAYOR CHIP ADAMI. COUNCIL MEMBERS HUGHES, SMITH, T. STEELE, WACKER.**

MEMBERS ABSENT: **COUNCIL MEMBER W. STEELE.**

CALL TO ORDER

CALL TO ORDER

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

APPROVE MINUTES

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of October 15, 2007. Deputy Mayor Adami moved to approve the Minutes as presented; Second by Council Member Hughes. All present voted AYE.
MOTION CARRIED.

PROCLAMATION
"NATIONAL HOSPICE MONTH" – NOVEMBER, 2007

NATIONAL HOSPICE MONTH (NOVEMBER 2007)

Deputy Mayor Adami presented a proclamation designating November 2007 as "National Hospice Month" to Mary McClusky, Community Relations for Hospice. Ms. McClusky also introduced other Hospice personnel: Donna Rhea, Julie Wallace, Charlie Holtz, Stephanie Nichols, and Paul Knoor.

Ms. McClusky thanked the Mayor and City Council for the proclamation and urged them to research Hospice because it is a wonderful gift and a blessing.

SPECIAL PRESENTATION
SHERMAN CHAMBER OF COMMERCE PRESIDENT TRACI CARLSON'S PRESENTATION ON THE TAX SHIFT INITIATIVE

TAX SHIFT INITIATIVE

Traci Carlson, President of the Sherman Chamber of Commerce, read a Resolution in support of the City's tax shift initiative. The Resolution was approved by the Chamber of Commerce Board of Directors, representing the Board, staff, and over 500 Chamber members.

She commended the City Council for being "ahead of the curve" in their planning efforts and she urged passage of both propositions.

Mayor Magers thanked Ms. Carlson for the support and also thanked John Boswell, President of the Sherman Economic Development Corporation, for their support of the propositions.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Ordinance 5494:

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 CAM SHERMAN II, LLC (OWNER), STERLING LEGACY HOLDINGS (PROSPECTIVE BUYER), AND JOHN PATTERSON (REPRESENTATIVE) TO ALLOW A GERIATRIC PSYCHE FACILITY FOR PATIENTS 55 AND OVER WITH INPATIENT AND OUTPATIENT SERVICES IN AN R-1 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT AT 505 F.M. 1417 NORTH (HERITAGE PARKWAY), BEING 2.8 ACRES IN THE G.W. McGLOTHLIN SURVEY, ABSTRACT NO. 828; 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.

ORD 5494 SUP FOR GERIATRIC PSYCHE FACILITY (TABLED)

Mayor Magers explained that the party requesting the specific use permit has asked that the issue be tabled for two weeks.

ACTION TAKEN.

Motion by Council Member Terrence Steele to table the public hearing and consideration of Ordinance No. 5494 for two weeks. Second by Deputy Mayor Adami.

VOTING AYE: Adami, Hughes, Smith, T. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED TO TABLE.

Mayor Magers introduced Ordinance 5495 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS," AT SECTION 9.05.007 TO REMOVE RESIDENCY REQUIREMENTS FOR FIREFIGHTERS AND POLICE OFFICERS, AND AT SECTION 9.05.027 TO PROVIDE FOR CLASS SPECIFICATIONS FOR POSITIONS IN THE FIREMEN'S AND POLICEMEN'S CLASSIFIED SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5495 RESIDENCY REQUIREMENTS FOR POLICE & FIRE

No citizens appeared before the City Council to discuss Ordinance 5495.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC HEARING

ADOPTION OF ORDINANCES

Ordinance 5494

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 CAM SHERMAN II, LLC (OWNER),

ORD 5494 SUP FOR GERIATRIC PSYCHE FACILITY (TABLED)

STERLING LEGACY HOLDINGS (PROSPECTIVE BUYER), AND JOHN PATTERSON (REPRESENTATIVE) TO ALLOW A GERIATRIC PSYCHE FACILITY FOR PATIENTS 55 AND OVER WITH INPATIENT AND OUTPATIENT SERVICES IN AN R-1 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT AT 505 F.M. 1417 NORTH (HERITAGE PARKWAY), BEING 2.8 ACRES IN THE G.W. McGLOTHLIN SURVEY, ABSTRACT NO. 828; 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.

Ordinance 5494 was tabled for two weeks.

Ordinance 5495

ORD 5495 RESIDENCY REQUIREMENTS FOR POLICE & FIRE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS," AT SECTION 9.05.007 TO REMOVE RESIDENCY REQUIREMENTS FOR FIREFIGHTERS AND POLICE OFFICERS, AND AT SECTION 9.05.027 TO PROVIDE FOR CLASS SPECIFICATIONS FOR POSITIONS IN THE FIREMEN'S AND POLICEMEN'S CLASSIFIED SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Mayor Magers explained that Sherman had an outdated ordinance that required police officers and firemen to live basically inside the City limits. When the Council researched issues for the Police and Fire Compensation Study, it was found that Sherman was the only City in the area that had this requirement.

He added that the requirement would greatly hamper the City's ability to attract police officers and firefighters to Sherman and reduced the employee base. The proposed change would allow police and fire employees that work in Sherman to live outside the City limits.

ACTION TAKEN.

> **Motion by Deputy Mayor Adami to approve Ordinance No. 5495, as presented. Second by Council Member Wacker.**

VOTING AYE: Adami, Hughes, Smith, T. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

<u>CONSENT AGENDA</u>

CONSENT AGENDA

The Council reviewed the Consent Agenda. Mayor Magers removed Item C-6 entitled "Resolution No. 5120 – Approving and Adopting an Amended Cafeteria Plan, including a Dependent Care Flexible Spending Account and a Health Flexible Spending Account, effective October 1, 2007" from the Consent Agenda for consideration during its regular order of business.

Deputy Mayor Adami moved to approve the Consent Agenda, with the exception of Item C-6, which will be considered in its regular order of business. Second by Council Member Hughes. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5115 – CASTING VOTES FOR A DIRECTOR OF THE GRAYSON CENTRAL APPRAISAL DISTRICT

RES 5115 VOTES FOR APPRAISAL DISTRICT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CASTING VOTES FOR A DIRECTOR OF THE GRAYSON CENTRAL APPRAISAL DISTRICT.

Mayor Magers verified that Keith Nathan is the City's candidate for Director of the Grayson Central Appraisal District.

ACTION TAKEN.

Motion by Council Member Hughes to approve Resolution No. 5115, as presented. Second by Deputy Mayor Adami.

VOTING AYE: Adami, Hughes, Smith, T. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 5116 – APPROVING GREATER TEXOMA UTILITY AUTHORITY TO ENTER INTO A CONTRACT WITH MORRIS ENGINEERS FOR ENGINEERING SERVICES AND UNDERWOOD DRAFTING AND SURVEYING, INC. FOR SURVEYING SERVICES ON THE TEXOMA PARKWAY PHASE III WATER MAIN REPLACEMENT PROJECT

RES 5116 GTUA CONTRACT FOR TEXOMA PKWY PHASE III WATER MAIN REPLACEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING GREATER TEXOMA UTILITY AUTHORITY TO ENTER INTO A CONTRACT WITH MORRIS ENGINEERS FOR ENGINEERING SERVICES AND UNDERWOOD DRAFTING AND SURVEYING, INC. FOR SURVEYING SERVICES ON THE TEXOMA PARKWAY PHASE III WATER MAIN REPLACEMENT PROJECT.

ACTION TAKEN.

Motion by Council Member Terrence Steele to approve Resolution No. 5116, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Hughes, Smith, T. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 5117 – AUTHORIZING EXECUTION OF A WATER SERVICE CONTRACT WITH STARR WATER SUPPLY CORPORATION FOR EMERGENCY WATER SERVICE

RES 5117 STARR WATER EMERGENCY WATER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A WATER SERVICE CONTRACT WITH STARR WATER SUPPLY CORPORATION FOR EMERGENCY WATER SERVICE.
CONSENT AGENDA.

RESOLUTION NO. 5118 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE CONTRACT WITH GE IONICS FOR THE PURCHASE OF THIRTY-TWO ELECTRO DIALYSIS REVERSAL (EDR) MEMBRANE STACKS FOR THE WATER TREATMENT PLANT

RES 5118
EDR UNITS FOR WATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE CONTRACT WITH GE IONICS FOR THE PURCHASE OF THIRTY-TWO ELECTRO DIALYSIS REVERSAL (EDR) MEMBRANE STACKS FOR THE WATER TREATMENT PLANT.
CONSENT AGENDA.

RESOLUTION NO. 5119 – AUTHORIZING THE PURCHASE OF REPLACEMENT CONSOLE RADIOS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) FOR THE SHERMAN POLICE/FIRE DISPATCH COMMUNICATION SERVICES

RES 5119
POLICE & FIRE DISPATCH COMMUNICATIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF REPLACEMENT CONSOLE RADIOS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) FOR THE SHERMAN POLICE / FIRE DISPATCH COMMUNICATION SERVICES.
CONSENT AGENDA.

RESOLUTION NO. 5120 – APPROVING AND ADOPTING AN AMENDED CAFETERIA PLAN, INCLUDING A DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT AND A HEALTH FLEXIBLE SPENDING ACCOUNT, EFFECTIVE OCTOBER 1, 2007

RES 5120
CAFETERIA & FLEX SPENDING ACCOUNTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING AN AMENDED CAFETERIA PLAN, INCLUDING A DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT AND A HEALTH FLEXIBLE SPENDING ACCOUNT, EFFECTIVE OCTOBER 1, 2007.

Mayor Magers removed Item C-6 from the Consent Agenda for consideration in its regular order of business.

Deputy Mayor Adami asked that in the future, the Council consider amending the Cafeteria Plan to allow an additional period of time to pay for a limited category of expenses that employees might incur. With a Cafeteria Plan, an employee must spend the money allocated to the account by the end of the "plan year."

In 2005, the Internal Revenue Service adjusted that requirement to allow employees an additional 2½ months to pay for certain expenses. Deputy Mayor Adami felt this was a benefit for employees that was now allowable by the IRS and he urged that the City Council review the change at the next budget work session.

ACTION TAKEN.

Motion by Deputy Mayor Adami to approve Resolution No. 5120, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Hughes, Smith, T. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

REQ TO ADVERTISE FIRE RESCUE

<u>REQUEST TO ADVERTISE</u>
<u>FIRE RESCUE CAB/CHASSIS</u>

The City Council approved a request to advertise for the purchase of one cab/chassis for the Fire Department. They currently use a 2000 Freightliner to carry the heavy rescue equipment and swift water gear to support the Technical Rescue Team. This vehicle is a converted ambulance with 80,000 miles. It will be replaced with a 4-door cab/utility body vehicle.

The advertisement will be for the cab and chassis only. The rescue body will be purchased from the same manufacturer of the Fire Department ambulance body assembly, Frazer, through the Houston-Galveston Area Council of Governments.
CONSENT AGENDA.

OUTDOOR WARNING SYSTEM

<u>OUTDOOR WARNING EQUIPMENT UPGRADES</u>

The City Council approved the request to advertise for the upgrade of nineteen outdoor warning sirens. The sirens currently operate on the same radio frequency as the Police Department and in the event they are activated, the communication system must be manually switched from digital to analogue. During activation of the warning system, patrol officers cannot communicate with dispatch.

The upgrade to the system will allow for silent system testing and monitoring of all nineteen sirens and will operate on a different, private frequency.
CONSENT AGENDA.

<u>OTHER BUSINESS</u>

AD VALOREM TAX ROLL VALUE & TAX LEVY

<u>APPROVAL OF THE 2007 AD VALOREM TAX ROLL VALUE AND TAX LEVY</u>

The City Council approved the Ad Valorem Tax Roll Value and Tax Levy for Fiscal Year 2007-2008. The 2007 tax year represents taxes that will be collected during the City's 2006-2007 fiscal year. The Grayson County Tax Assessor's Office has provided the taxable value as $1,931,774,064.00, which equates to a levy of $7,672,321.06 based on the City's tax rate of $0.40 per $100 valuation.
CONSENT AGENDA.

QUARTERLY INVESTMENT REPORT

<u>APPROVE QUARTERLY INVESTMENT REPORT FOR PERIOD ENDING SEPTEMBER 30, 2007</u>

The City Council approved the Quarterly Investment Report for the period ending September 30, 2007. The report reflects a portfolio position with a book value of nearly $29.1

million, down about $1.7 million from three months ago, which is normal for this period.

As of September 30, 2007, the City was in compliance with all applicable State laws and the provisions of the City's internal Investment Policy. The portfolio remains adequately liquid and its yield of 4.71% for the quarter is higher than the benchmark yield of 4.15%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.
CONSENT AGENDA.

CLOSE STREETS

<u>CONSIDER REQUEST OF THE AUSTIN COLLEGE KAPPA GAMMA CHI TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE HOMECOMING 2007 'ROO RUN AND JOEY WALK ON SATURDAY, NOVEMBER 10, 2007</u>
Deputy Mayor Adami verified that the streets they are requesting to close are located in the vicinity of Austin College and circle up through Old Settlers Park.

ACTION TAKEN.
Motion by Council Member Terrence Steele to approve the request of Austin College Kappa Gamma Chi to temporarily close certain streets for the Homecoming 2007 'Roo Run and Joey Walk on Saturday, November 10, 2007, as presented. Second by Deputy Mayor Adami.
VOTING AYE: Adami, Hughes, Smith, T. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

APPROVE FINAL PLAT CHILDS ADDITION (5200 BLOCK OF TEXOMA PKWY)

<u>FINAL PLAT APPROVAL OF THE CHILDS ADDITION, BEING 6.39 ACRES IN THE D.C. SHELP SURVEY, ABSTRACT NO. 1097; JAMES CHILDS AND SHIRLEY STAFFORD, OWNERS (5200 BLOCK OF TEXOMA PARKWAY)</u>
The City Council approved the Final Plat of the Childs Addition, being 6.39 acres in the D.C. Shelp Survey, Abstract No. 1097, located in the 5200 block of Texoma Parkway, north of Fallon Drive. The property is owned by James Childs and Shirley Stafford, and they would like to plat the property into two lots for commercial development. The Planning and Zoning Commission recommended approval of the Final Plat.
CONSENT AGENDA.

APPROVE FINAL PLAT TWIN PECANS ADDITION (2100-2200 BLOCKS OF BETHANY RD)

<u>FINAL PLAT APPROVAL OF THE TWIN PECANS ADDITION IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION, BEING 10.13 ACRES IN THE HENRY KATTENHORN SURVEY, ABSTRACT NO. 671; R&S DEVELOPMENT & CONSTRUCTION CO., LLC, OWNERS (2100-2200 BLOCKS OF BETHANY ROAD)</u>
The City Council approved the Final Plat of the Twin Pecans Addition in the City's extra territorial jurisdiction. The area consists of 10.13 acres in the Henry Kattenhorn Survey, Abstract No. 671, located in the 2100 to 2200 blocks of Bethany Road. The owner, R&S Development & Construction Co., LLC, would like to plat the property into

eight lots for residential development. The Planning and Zoning Commission recommended approval of the Final Plat.
CONSENT AGENDA.

APPROVE REPLAT WAL-MART ADDITION (333 & 401 U.S. HWY 82 EAST)

<u>REPLAT APPROVAL OF LOT 1, BLOCK 1 OF LOTS 1 & 2, BLOCK 1, WAL-MART ADDITION, SECTION I, BEING 22.367 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647; WAL-MART STORES, INC. OWNER (333 AND 401 U.S. HIGHWAY 82 EAST)</u>
The City Council approved the Replat of Lot 1, Block 1 of Lots 1 and 2, Block 1, Wal-Mart Addition, Section I, located at 333 and 401 U.S. Highway 82 East. The property consists of 22.367 acres in the J.B. McAnair Survey, Abstract No. 763 and the John Jennings Survey, Abstract No. 647. The owner, Wal-Mart Stores, Inc., would like to replat the property into two lots so they can sell one lot to Murphy Oil. The Planning and Zoning Commission recommended approval of the Final Plat.
CONSENT AGENDA.

APPROVE REPLAT M.B. MOORE'S ADDITION (1002 S. TRAVIS)

<u>REPLAT APPROVAL OF LOTS 18, 19, AND 20 OF M.B. MOORE'S ADDITION, BEING 1.377 ACRES; PAUL ANDREWS HUGGINS, OWNER (1002 SOUTH TRAVIS)</u>
The City Council approved the Replat of Lots 18, 19, and 20 of M.B. Moore's Addition, located at 1002 South Travis Street. The property consists of 1.377 acres and was formerly the Caprice Apartments. The owner, Paul Andrew Huggins, would like to replat the property into one lot to construct an apartment complex. The Planning and Zoning Commission recommended approval of the Final Plat.
CONSENT AGENDA.

APPROVE REPLAT GALLAGHER DR. (1700 BLOCK OF GALLAGHER DR.)

<u>REPLAT APPROVAL OF LOT NO. 2 OF THE CENTER AT GALLAGHER DRIVE, BEING 2.57 ACRES IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504; PHAT VO, OWNER (1700 BLOCK OF GALLAGHER DRIVE)</u>
The City Council approved the Replat of Lot No. 2 of the Center at Gallagher Drive, located in the 1700 block of Gallagher Drive. The property consists of 2.57 acres and the owner, Phat Vo, would like to replat the property into two lots for commercial development. The Planning and Zoning Commission recommended approval of the Final Plat.
CONSENT AGENDA.

CITIZENS REQUESTS

<u>CITIZENS REQUESTS</u>
There were no citizen's requests.

MEDIA QUESTIONS

<u>MEDIA QUESTIONS</u>
There were no media questions.

<u>COUNCIL COMMENTS</u>

STREET MILLING AND OVERLAY

<u>STREET MILLING AND OVERLAY</u>
Council Member Wacker said Woods, Washington and Ricketts Streets are now being milled and overlaid. She

asked about a timeline on the project. George Olson, City Manager, explained that crews were behind because of the weather and they are catching up and would like to be done before weather again causes a problem.

AUSTIN COLLEGE WOMEN'S VOLLEYBALL

AUSTIN COLLEGE WOMEN'S VOLLEYBALL

Council Member Wacker recognized the Austin College Women's Volleyball Team for their outstanding record this year. They are nationally ranked and came in second in the Southern Collegiate Athletic Conference Tournament which was held at Austin College this past weekend. This coming weekend Austin College is also hosting the NCAA Division 3 Regional Tournament on the campus.

MARTIN LUTHER KING, JR. PARK TRAILS

MLK PARK TRAILS

Council Member Terrence Steele said he has received positive feedback on the trails at Martin Luther King, Jr. Park.

SALES TAX ELECTION

SALES TAX ELECTION

Deputy Mayor Adami reminded everyone to vote November 6, 2007.

FRIGHT FEST

FRIGHT FEST

Council Member Hughes commended everyone for their work on Fright Fest. He said it was the biggest one he can remember. He also wished the Bearcat Football Team well in the upcoming Battle of the Ax.

SALES TAX ELECTION

SALES TAX ELECTION

Mayor Magers said November 6 Election Day will be a big day, and he commended the staff on the factual information that was available for citizens. He also commended the citizens for the interest shown for the tax proposals. He felt that Sherman was positioning herself for the growth that was coming this way. He encouraged all citizens to exercise their right to vote.

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

EXECUTIVE SESSION

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

SECTION 551.074 -- **PERSONNEL MATTERS: CONSIDER THE QUALIFICATIONS, APPOINTMENT OR REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS: PLANNING AND ZONING COMMISSION (1)**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:20 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:31 p.m. and reconvened in Open Meeting.

OPEN MEETING

<u>OPEN MEETING</u>
Reconvene into Open Meeting and take action, if any, on items discussed in Executive Session.

PLANNING & ZONING COMMISSION

<u>CONSIDER THE QUALIFICATIONS, APPOINTMENT AND REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS: PLANNING AND ZONING COMMISSION (1)</u>
ACTION TAKEN.

> **Motion by Council Member Wacker to appoint Robin Atherton, to the Planning and Zoning Commission for a term from November 6, 2007 to November 6, 2010. Second by Deputy Mayor Adami.**

VOTING AYE: Adami, Hughes, Smith, T. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

ADJOURNMENT

<u>ADJOURNMENT</u>
On Motion duly made and carried, the meeting adjourned at 5:33 p.m.

____
MAYOR

____
CITY CLERK

STATE OF TEXAS §

November 14, 2007

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on November 14, 2007.

COUNCIL MEMBERS PRESENT: Mayor Bill Magers; Deputy Mayor Chip Adami. Council Members Hughes, Smith, W. Steele, Wacker.

COUNCIL MEMBERS ABSENT: Council Member T. Steele.

CITY STAFF PRESENT: George Olson, City Manager; Robby Hefton, Assistant City Manager/CFO; Doreen McGookey, City Attorney; Jeff Miller, Director of Public Works; Tom Watt, Police Chief; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE:

Call to Order, Quorum Determined, Meeting Declared Open

Declare Results of November 6, 2007 Special Municipal Election
Canvass of Election Returns

Resolution No. 5121 – Providing for the Canvassing of the Returns and Declaring the Results of a Special Election that was held in the City of Sherman, Grayson County, Texas on November 6, 2007

Introduction and Public Hearing of Ordinance No. 5496 – Confirming and Validating the Levy and Collection of an Additional Sales and Use Tax of One-Eighth (1/8) of One Percent to Reduce the Property Tax Rate, as Authorized by Chapter 321 of the Texas Tax Code

Introduction and Public Hearing of Ordinance No. 5497 – Confirming and Validating the Levy and Collection of a Sales and Use Tax of One-Eighth (1/8) of One Percent to Provide Revenue for the Maintenance and Repair of Municipal Streets, as Authorized by Chapter 327 of the Texas Tax Code

Adoption of Ordinances
Consider Adoption of Ordinance Numbers: 5496, 5497

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Magers called the meeting to order at 12:01 p.m., declared a quorum present, and opened the City Council Meeting.

DECLARE RESULTS OF NOVEMBER 6, 2007 SPECIAL MUNICIPAL ELECTION
CANVASS OF ELECTION RETURNS

Mayor Magers officially presented the returns of the Special Municipal Election held on November 6, 2007. There were 938 early votes cast and 1,477 Election Day votes cast, for a total of 2,415 votes cast with 12% of the citizens voting. He also read the total votes cast for and against Propositions 1 and 2.

RESOLUTION NO. 5121 – PROVIDING FOR THE CANVASSING OF THE RETURNS AND DECLARING THE RESULTS OF A SPECIAL ELECTION THAT WAS HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS ON NOVEMBER 6, 2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE CANVASSING OF THE RETURNS AND DECLARING THE RESULTS OF A SPECIAL ELECTION THAT WAS HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS ON NOVEMBER 6, 2007.

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution No. 5121, as presented. Second by Deputy Mayor Adami.

VOTING AYE: Adami, Hughes, Magers, Smith, W. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5496 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING AND VALIDATING THE LEVY AND COLLECTION OF AN ADDITIONAL SALES AND USE TAX OF ONE-EIGHTH (1/8) OF ONE PERCENT TO REDUCE THE PROPERTY TAX RATE, AS AUTHORIZED BY CHAPTER 321 OF THE TEXAS TAX CODE. PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5496.

Mayor Magers introduced Ordinance 5497 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING AND VALIDATING THE LEVY AND COLLECTION OF A SALES AND USE TAX OF ONE-EIGHTH (1/8) OF ONE PERCENT TO PROVIDE REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS, AS AUTHORIZED BY CHAPTER 327 OF THE TEXAS TAX CODE. PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5497.

The Ordinances were introduced and the Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5496

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING AND VALIDATING THE LEVY AND COLLECTION OF AN ADDITIONAL SALES AND USE TAX OF ONE-EIGHTH (1/8) OF ONE PERCENT TO REDUCE THE PROPERTY TAX RATE, AS AUTHORIZED BY CHAPTER 321 OF THE TEXAS TAX CODE. PROVIDING FOR A REPEALER.

Ordinance 5497

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING AND VALIDATING THE LEVY AND COLLECTION OF A SALES AND USE TAX OF ONE-EIGHTH (1/8) OF ONE PERCENT TO PROVIDE REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS, AS AUTHORIZED BY CHAPTER 327 OF THE TEXAS TAX CODE. PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Deputy Mayor Adami to approve Ordinance Nos. 5496 and 5497, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Hughes, Magers, Smith, W. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

Mayor Magers reiterated that the Council Members have all spoken about moving Sherman toward the future and are committed to preparing the community for growth.

He summed up the Council's actions to move Sherman forward by budgeting $13.5 million for capital improvements for water and wastewater projects, including the addition of infrastructure along U.S. Highway 75 to S.H. 691, with help from the Sherman Economic Development Corporation; extension of the S.H. 82 water line; the Water Treatment Plant upgrade; and the Wastewater Treatment Plant upgrade.

The Council also budgeted $10.1 million (including the $4 million from the additional sales tax) for
streets including taking the streets west to the City limits; and Washington Street, Lamberth Road, and Brockett Street improvements, with help from Austin College. Money was also budgeted for quality of live issues such as Pecan Grove Park; Center Street Complex; the right-of-way purchase for the trails; and various parks improvements. These capital improvements are budgeted at $5.2 million.
This amounts to a total investment of about $29 million in capital improvements for Sherman.

In addition to this investment, the Council reduced property taxes by 20%; have promised to assess the current realities; passed a tax initiative that had widespread support; developed a thoroughfare network; and determined a plan for street maintenance with the additional sales tax.

He added that this is a promise to the citizens and he felt the Election was about trust and credibility. Mayor Magers thanked the City staff for their work to present the sales tax facts correctly and objectively. He also thanked the media for their fair reporting of the facts. Mayor Magers thanked the other Council Members for their leadership and support.

Council Member Willie Steele said he was excited about the future and with the passage of the sales tax initiatives, there came a huge responsibility for the City Council and the City staff. He agreed it was a vote of confidence for the direction in which the Council is moving.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 12:10 p.m.

MAYOR

ATTEST

CITY CLERK

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 6, 2007
Registered Voters 19,925
City Ballots Cast 2,415
Percentage Voted 12.1 %

ELECTION STATISTICS	TOTAL
Early Ballots Cast	938
Reg. Ballots Cast	1,477
Total Ballots Cast	2,415
Registered Voters	19,925
% of registered voters casting ballots by precinct	

Voter Statistics and Polling Places

PRECINCTS	Box 1 Pcts. 1-2-3	Box 2 Pcts. 4-5-8-32-36-53	Box 3 Pct. 23	Box 4 Pct. 20	Box 5 Pcts. 21-65	GRAND TOTAL
Proposition 1 – The Adoption of an Additional Local Sales and Use Tax Within the City of Sherman, Texas, at the Rate of One-Eighth (1/8) of One Percent to be Used to Reduce the Property Tax Rate						
For	496	306	465	50	550 **	1,867
Against	166	113 *	88	20	139	526
Proposition 2 – The Adoption of a Local Sales and Use Tax in the City of Sherman, Texas, at the Rate of One-Eighth (1/8) of One Percent to Provide Revenue for Maintenance and Repair of Municipal Streets						
For	472	288	447	48	522	1,777
Against	193	133 *	110	22	171 **	629

Prepared by Linda Ashby, City Clerk, Sherman, Texas

* Limited Ballot voted during Early Voting
** Provisional Ballot voted on Election Day (Pct. 21)

There is also one "Out of Country" Ballot that has not been returned that is a Sherman Precinct – Deadline to receive is Tuesday, Nov. 13

SUMMARY REPT-GROUP DETAIL

GRAYSON COUNTY
JOINT AMENDMENT/SHERMAN PROP
NOVEMBER 6, 2007

OFFICIAL RESULTS

REPORT-EL45A PAGE 001

RUN DATE:11/14/07 11:47 AM

	TOTAL VOTES	%	EV-MAIL	EV-IVO	ED-IVO	PROVISIONAL
PRECINCTS COUNTED (OF 22)	22	100.00				
REGISTERED VOTERS - TOTAL	71,641					
BALLOTS CAST - TOTAL.	5,594		35	1,696	3,861	2
VOTER TURNOUT - TOTAL		7.81				
PROP 1 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	3,318	62.72	20	978	2,320	0
AGAINST (EN CONTRA).	1,972	37.28	11	638	1,321	2
PROP 2 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	2,951	54.68	18	919	2,013	1
AGAINST (EN CONTRA).	2,446	45.32	16	723	1,706	1
PROP 3 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	3,881	71.86	19	1,177	2,683	2
AGAINST (EN CONTRA).	1,520	28.14	14	467	1,039	0
PROP 4 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	2,505	46.49	13	791	1,700	1
AGAINST (EN CONTRA).	2,883	53.51	19	856	2,007	1
PROP 5 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	3,085	57.90	19	939	2,127	0
AGAINST (EN CONTRA).	2,243	42.10	14	687	1,540	2
PROP 6 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	3,547	65.44	15	1,022	2,508	2
AGAINST (EN CONTRA).	1,873	34.56	17	630	1,226	0
PROP 7 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	4,351	80.44	24	1,307	3,019	1
AGAINST (EN CONTRA).	1,058	19.56	7	340	710	1
PROP 8 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	3,926	73.60	25	1,162	2,737	2
AGAINST (EN CONTRA).	1,408	26.40	8	467	933	0

	TOTAL VOTES	%	EV-MAIL	EV-IVO	ED-IVO	PROVISIONAL
PROP 9 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	4,574	84.30	27	1,353	3,192	2
AGAINST (EN CONTRA).	852	15.70	6	298	548	0
PROP 10 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	4,393	82.19	28	1,358	3,005	2
AGAINST (EN CONTRA).	952	17.81	1	275	676	0
PROP 11 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	4,513	84.39	27	1,388	3,096	2
AGAINST (EN CONTRA).	835	15.61	6	247	582	0
PROP 12 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	2,897	54.04	16	919	1,961	1
AGAINST (EN CONTRA).	2,464	45.96	17	711	1,735	1
PROP 13 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	4,462	82.04	32	1,346	3,082	2
AGAINST (EN CONTRA).	977	17.96	2	308	667	0
PROP 14 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	3,460	63.85	22	1,060	2,376	2
AGAINST (EN CONTRA).	1,959	36.15	10	588	1,361	0
PROP 15 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	2,645	48.81	20	809	1,815	1
AGAINST (EN CONTRA).	2,774	51.19	14	830	1,929	1
PROP 16 GRAYSON COUNTYWIDE						
VOTE FOR 1						
FOR (A FAVOR).	2,679	50.10	20	813	1,845	1
AGAINST (EN CONTRA).	2,668	49.90	13	813	1,841	1
SP PROP 1 CITY OF SHERMAN						
VOTE FOR 1						
FOR (A FAVOR).	1,867	78.02	11	708	1,147	1
AGAINST (EN CONTRA).	526	21.98	12	206	308	0

SUMMARY REPT-GROUP DETAIL

GRAYSON COUNTY
JOINT AMENDMENT/SHERMAN PROP
NOVEMBER 6, 2007

OFFICIAL RESULTS

RUN DATE:11/14/07 11:47 AM

	TOTAL VOTES	%	EV-MAIL	EV-IVO	ED-IVO	PROVISIONAL
SP PROP 2 CITY OF SHERMAN						
VOTE FOR 1						
FOR (A FAVOR).	1,777	73.86	10	661	1,106	0
AGAINST (EN CONTRA).	629	26.14	13	254	361	1

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. B.1

TABLED AT THE NOVEMBER 5, 2007 COUNCIL MEETING:
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5494
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to CAM Sherman II, LLC (Owner), Sterling Legacy Holdings (Prospective Buyer), and John Patterson (Representative) to Allow a Geriatric Psyche Facility for Patients 55 and Over with Inpatient and Outpatient Services in an R-1 (One and Two Family Residential) District at 505 F.M. 1417 North (Heritage Parkway), being 2.8 acres in the G.W. McGlothlin Survey, Abstract No. 828; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000

Issue

This agenda item was tabled at the City Council's November 6, 2007 meeting at the request of the originators. A motion and order are required to remove this item from the table for the Council's consideration. To consider granting a Specific Use Permit to CAM Sherman II, LLC (Owner), Sterling Legacy Holdings (Prospective Buyer), and John Patterson (Representative) concerning the property located at 505 F.M. 1417 North (Heritage Parkway) to allow a geriatric psyche facility for patients 55 and over with inpatient and outpatient services in an R-1 (One and Two Family Residential) District

Background

The property is located at 505 F.M. 1417 North (Heritage Parkway North). The building, formerly a nursing home, has been vacant for a number of years. Allegiance Health Management has three geriatric psyche facilities in Texas: Kilgore, Plainview and Texarkana; and their focus and specialty is on geriatric care. They receive referrals from nursing homes and assisted living facilities. Their intent is to employ between 60-65 people; and they plan to have an in-house pharmacy and medical office for inpatient care only.

Origination

CAM Sherman II, LLC (Owner); Sterling Legacy Holdings (Prospective Buyer); and John Patterson (Representative)

Board Recommendation

At the October 16, 2007 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the staff review letter.

Attachments

Ordinance No. 5494, Location Map, Photograph, Brochure, Letters, Site Plan, and P&Z Communication Form

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5494

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 CAM SHERMAN II, LLC (OWNER), STERLING LEGACY HOLDINGS (PROSPECTIVE BUYER), AND JOHN PATTERSON (REPRESENTATIVE) TO ALLOW A GERIATRIC PSYCHE FACILITY FOR PATIENTS 55 AND OVER WITH INPATIENT AND OUTPATIENT SERVICES IN AN R-1 (ONE AND TWO FAMILY RESIDENTIAL) DISTRICT AT 505 F.M. 1417 NORTH (HERITAGE PARKWAY), BEING 2.8 ACRES IN THE G.W. MCGLOTHLIN SURVEY, ABSTRACT NO. 828; 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That from and after the passage of this ordinance, CAM Sherman II, LLC (Owner), Sterling Legacy Holdings (Prospective Buyer), and John Patterson (Representative) are granted a Specific Use Permit to allow a geriatric psyche facility for patients aged 55 and over with inpatient and outpatient services in an R-1 (One and Two Family Residential) District at 505 F.M. 1417 North (Heritage Parkway), and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

> **SITUATED** in the City of Sherman, county of Grayson, State of Texas, being a part of the G.W. McGlothlin Survey, Abstract No. 828, being a part of a 6.438 acre tract of land described in Tract No. 1 in deed from RSR Properties, Inc. to East Fork Joint Venture, dated June 14, 1985, recorded in Volume 1756, Page 101, Deed Records, Grayson

County, Texas, being the same 2.799 acre tract of land conveyed by IHS Acquisition No. 141, Inc. to CamSherman II, LLC by deed dated March 2, 2004, recorded in Volume 3628, Page 92, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at found concrete right-of-way monument maintaining the Southwest corner of both said 6.438 acre tract, and 2.799 acre tract, the Northwest corner of a tract of land conveyed by Mutual Benefit Life Insurance Company in Rehabilitation Successor to the Mutual Benefit Life Insurance Company to GSP Equities, L.C. by deed dated September 2, 1992, recorded in Volume 2231, Page 786, Real Property Records, Grayson County, Texas, on the East right-of-way line of F.M. Highway 1417, at highway station 261+98.9;

THENCE North 23 deg. 36 min. 00 sec. East, with the East right-of-way line of said F.M. Highway No. 1417, a distance of 275.00 feet to a set ½ inch rebar for the Southwest corner of a 14.5127 acre tract of land conveyed by Bank One., Texas, N.A. to Sherman Church of the Nazarene by deed dated April 16, 1993, recorded in Volume 2265, Page 943, Real Property Records, Grayson County, Texas;

THENCE South 80 deg. 50 min. 20 sec. East, with a South line of said 14.5127 acre tract, at a distance of 1.0 foot passing a chain link fence corner post, and continuing with the general line of a chain link fence, at a distance of 380.37 feet passing a chain link fence corner post at an angle point in said fence, and continuing for a total distance of 412.77 feet to a found ½ inch rebar on the West line of Lot Thirteen (13) in Block One (1) of Laurel Creek Addition, Section Three to the City of Sherman, Texas as shown by plat of record in Volume 10, Page 49, Plat Records, Grayson County, Texas;

THENCE South 04 deg. 25 min, 53 sec. West, with the West line of said Lot Thirteen, passing its Southwest corner, the Northwest corner of Lot Fourteen (14) in said Block One, and continuing with the West line of said Lot Fourteen for a total distance of 267.01 feet to a found ½ inch rebar maintaining the Southwest corner of said Lot Fourteen, the Northeast corner of the above mentioned GSP Equities tract;

THENCE North 80 deg. 51 min. 46 sec. West, with the North line of said GSP Equities tract, a distance of 503.36 feet to the **PLACE OF BEGINNING**, and containing 2.80 ACRES OF LAND more or less.

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

1. The population of the facility will strictly be patients of geriatric age, which is defined as 55 years of age and older.
2. An adult psyche facility of patients younger than 55 years of age is not permitted at this time.

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

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed $2,000.

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

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

INTRODUCED on this the ______________ day of __________________, 2007.

ADOPTED on this the _________________ day of __________________, 2007.

EFFECTIVE DATE on this the _________ day of __________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

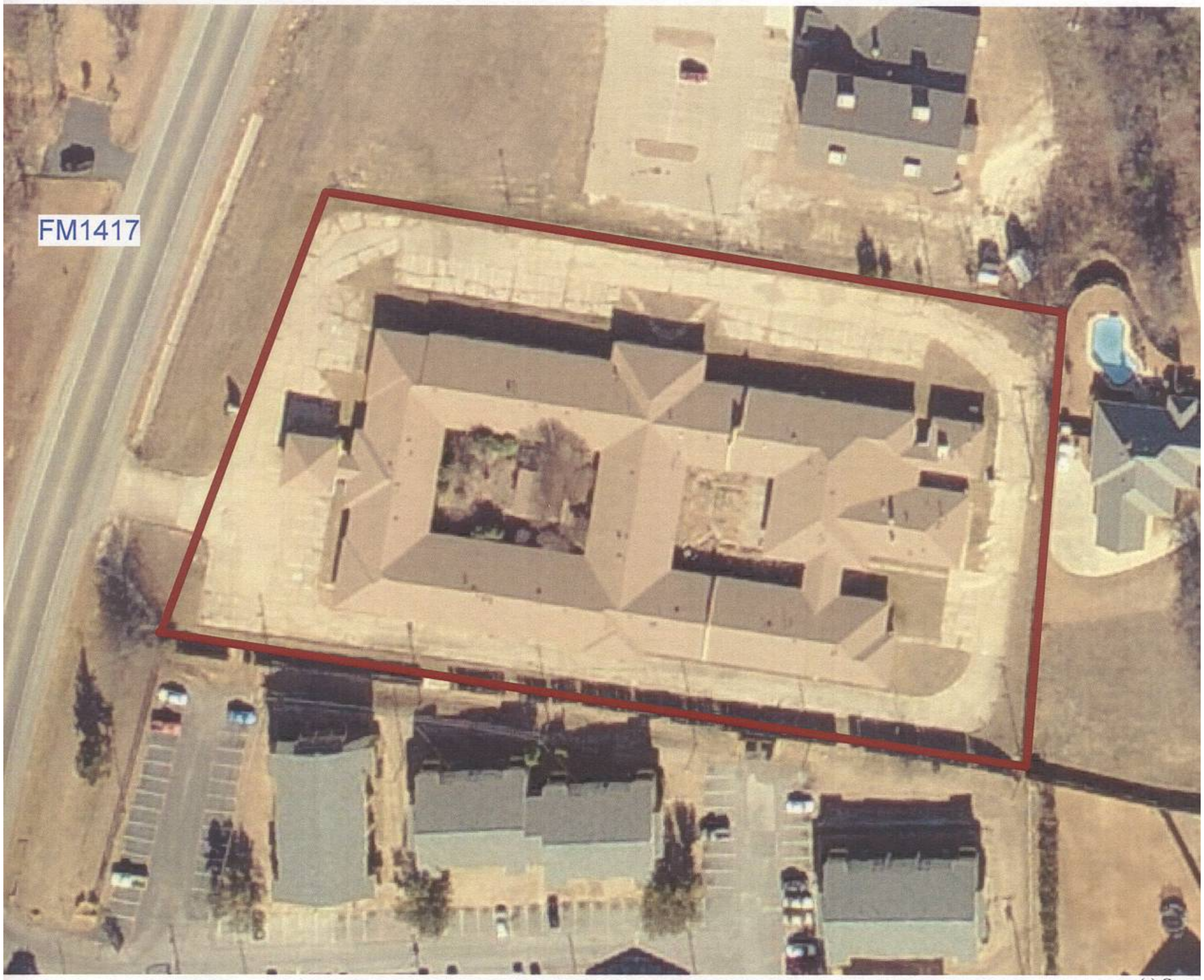
LEGEND

R-A	SINGLE FAMILY AGRICULTURAL DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT
C-1	RETAIL BUSINESS DISTRICT
C-2	GENERAL COMMERCIAL DISTRICT
C O	OFFICE DISTRICT
M-1	LIGHT MANUFACTURING DISTRICT
M-1.5	MEDIUM MANUFACTURING DISTRICT
M-2	HEAVY MANUFACTURING DISTRICT
M H	MANUFACTURED HOUSING DISTRICT
	BLALOCK INDUSTRIAL PARK
O-1	OVERLAY DISTRICT - 75 & 82
O-1.1	OVERLAY DISTRICT - 1417
O-1.2	OVERLAY DISTRICT -SAM RAYBURN FREEWAY
CPO	COLLEGE PARK OVERLAY
A&C	ARTS & CULTURAL OVERLAY DISTRICT
CBD	CENTRAL BUSINESS DISTRICT

505 FM 1417 N SPECIFIC USE PERMIT

Department of Developmental Services

N



Scale: 1 inch = 80.0 feet

505 F.M. 1417 N.


ITAGE
UNTRY
ANOR
FOR INFORMATION
Comm
Dean Gilbert, Jr.
903-814-7527
Dean
Gilbert,
REALTORS
893-5188
ZONING
REQUESTED
AT THIS LOCATION
ADDITIONAL
INFORMATION
903-892-7232
09/28/2007

Allegiance Health Management

AHM

"Pledging Allegiance to Excellence in Customer Service"

504 Texas Street, Suite 200 Shreveport, Louisiana 71101
Tel (318) 226-8202
Fax (318) 226-8205

Allegiance Health Management

Pledging Allegiance to Excellence in Customer Service

504 Texas St. Suite 200 Shreveport, La 71101
Phone (318) 226-8202 Fax (318)629-0340

OVERVIEW

Allegiance Health Management (AHM) began operations in 2002 as a combined vision of providing superior post-acute healthcare services and maximizing profitability within urban and non-urban communities. Although AHM got its start as an operational manager for mid-major acute healthcare provider such as Community Health Care and Covenant Healthcare Systems, it has evolved from a manager into an owner and leader in the fields of psychiatric medicine and long-term acute care medicine.

AHM has experienced exponential growth since its inception in 2002, from what began as a operator of 3 psychiatric and 2 long-term acute care properties in Texas, Mississippi, and Louisiana to 33 outpatient psychiatric properties, 9 inpatient psychiatric properties, 1 long-term acute care property, 2 critical access and 2 acute care hospitals. Since opening in 2002, AHM has opened a total of 9 inpatient psychiatric programs and 1 Long Term Acute Care Hospital (LTACH) successfully.

ORGANIZATION

Allegiance Health Management supports a multi-layer management approach with senior management members having direct reporting functions from regional level employees. Regional employees have direct reporting functions from their local facilities.

Allegiance believes the local facilities' success is highly dependent on the quality of the operational and clinical expertise of the facility's management team. Although the local management team will have a significant amount of autonomy in the day-to-day operations of the facility, the team in conjunction with Allegiance's senior management team will develop and implement a market specific strategic operating plan. The plan will set forth revenue enhancements strategies and specific expense benchmarks to be accomplished within one to three years. Though Allegiance believes that significant progress can be achieved immediately upon implementing its management practices, the full operational and financial turnaround may take as long as three years for operating facilities. Allegiance instills its philosophies and operational strategies in new programs prior to opening and throughout the initial start up period with extensive education and training. Allegiance will have its newly hired staff attend a operational program and observe the team and their performance. This allows for a lot of interaction and fosters team development. Allegiance will then bring primarily the Program Directors and Community Liaisons to the corporate office for detailed training and education in their roles. Once the program nears the initial opening we will have members from various programs in to assist and further develop the staff. Allegiance thoroughly believes in training and education on a continuing basis.

While the local management team is responsible for the day-to-day operations of the facilities, Allegiance's corporate staff will provide support services to each facility based upon the individual facility needs. The corporate services will include but are not limited to:

- Licensure attainment and unit/facility implementation
- Renovation plans
- Strategic Planning
- Marketing Programs
- Physician recruitment and retention
- Corporate, local, state and federal compliance
- State and Federal Regulation Interpretation
- Reimbursement advice
- Information systems
- Human resources
- Cash management and other financial support
- Legal support
- Nursing service and clinical support
- Reporting Procedures to host facilities and corporate partners

GERATRIC INPATIENT PSYCHIATRIC HOSPITALS

- A geriatric inpatient psychiatric hospital is a facility that provides mental health care services and wellness services to the senior adult population age 55 and older.

AHM's benchmark is geriatric psychiatric inpatient medicine. Before acquiring its own facilities, AHM was sought out and hired to provide expertise for acute care providers that did not have the ability and knowledge to operate in the behavioral health setting. AHM's goal and vision include locating under-served and under-utilized communities in which the elderly population must seek psychiatric care outside of its own medical community. Once a community is located through demographic studies, SWOT Analysis, and Competitor Analysis, AHM begins to formulate a strategic plan for facility development either through a lease acquisition or real-estate development.

AHM currently operates inpatient psychiatric hospitals and psychiatric units in Little Rock, Jacksonville, Dardanelle, Texarkana, Kilgore, Plainview, Ruston, and Greenwood.

GERATRIC PSYCHIATRIC INTENSIVE OUTPATIENT PROGRAMS

- An Intensive Outpatient Program (IOP) is a non-emergency, outpatient program that provides mental health care to senior adults not requiring a psychiatric inpatient admission. This program provides 3 hours of therapy by a licensed mental health professional daily.

AHM developed and implemented this division according to the vision of its founder to provide after-care and preventative medicine to senior adults not requiring an inpatient admission. Since extending its psychiatric continuum of care within the communities it serves, AHM has been recruited and hired to further extend the psychiatric continuum for large acute care companies; such as, Health Management Associates, Christus, Triad, Lifepoint and the Alabama Baptist System.

AHM currently operates 33 intensive outpatient programs in 9 states that include: Louisiana, Texas, North Carolina, Alabama, Mississippi, Florida, Arkansas, Oklahoma, and Georgia. This division expects to grow to 50 outpatient programs by the end of 2008.

LONG-TERM ACUTE CARE HOSPITALS

- A Long-Term Acute Care Hospital (LTACH) is an inpatient facility that provides services to those patients that have been critically ill or injured and require a longer length of stay then a typical patient requires in an acute care setting. These patients often have complex medical needs and require acute care hospitalization for a period longer than twenty-five days.

AHM's entry into this post-acute industry began similar to the other services mentioned above through managerial expertise for acute care providers. Since 2002, AHM has sold a Mississippi-based LTACH facility and successfully opened a 40 bed LTACH facility in Arkansas. Expansion is on the horizon for this division with the addition of at least two more facilities in Texas and Mississippi.

CRITICAL ACCESS HOSPITALS

- A Critical Access Hospital (CAH) is a full service acute care facility of 25 beds or less that operates in a town, parish, or county that is designated as a rural area. This facility is located more than 35 miles from another hospital or is certified by the state as being a necessary provider of health care services to residents in the area.

AHM's newest division, Critical Access Hospitals, is the only product line that is considered an acute care service. This acute care division was constructed on the basic beliefs of our owner in solidifying healthcare in rural America. Although the healthcare catchment area is much smaller than the other post-acute services require, this cost based payment structure allows the hospital to make a profit margin while providing care for those individuals not living in larger medical hub communities.

Allegiance Health Management

Pledging Allegiance to Excellence in Customer Service

504 Texas St. Shreveport, LA 71101
Phone 318 226-8202   Fax 318 226-8205

Allegiance Health Management (AHM) is a C-Corp. that was formed in the fall of 2002.

AHM is a provider of critical access and post medical acute care services. Psychiatric services have been the main focus and will remain an area of growth. AHM owns two LTACH facilities in various stages of opening as of this date.

AHM is anticipating to exceed four million in profits for the second six months of 2006. Conservative projections for 2007 has AHM and subsidiaries generating slightly under $120 million in revenue with a corresponding $89 million in expenses and a profit of approximately $31 million.

Rock Bordelon is the sole owner of Allegiance Health Management (AHM).

AHM's board members are as follows:

Rock Bordelon
Don Cameron
James Turgeon
Richard Merk
Kendall Corkern

Current locations, bed size and accreditation status of current operations.

Inpatient Psychiatric Facilities

Plainview Texas	20 beds	State Licensed
Kilgore Texas	20 beds	State Licensed
Texarkana Texas	15 beds	JCAHO Accredited
Ruston Louisiana	14 beds	State Licensed
Greenwood Mississippi	15 beds	JCAHO Accredited
Little Rock Arkansas	17 beds	JCAHO Accredited
Jacksonville Arkansas	18 beds	JCAHO Accredited
Dardanelle Arkansas	10 beds	State Licensed
Crossett Arkansas	10 beds	State Licensed

504 Texas St. Shreveport, LA 71101
Phone 318 226-8202 Fax 318 226-8205

Outpatient Psychiatric Facilities

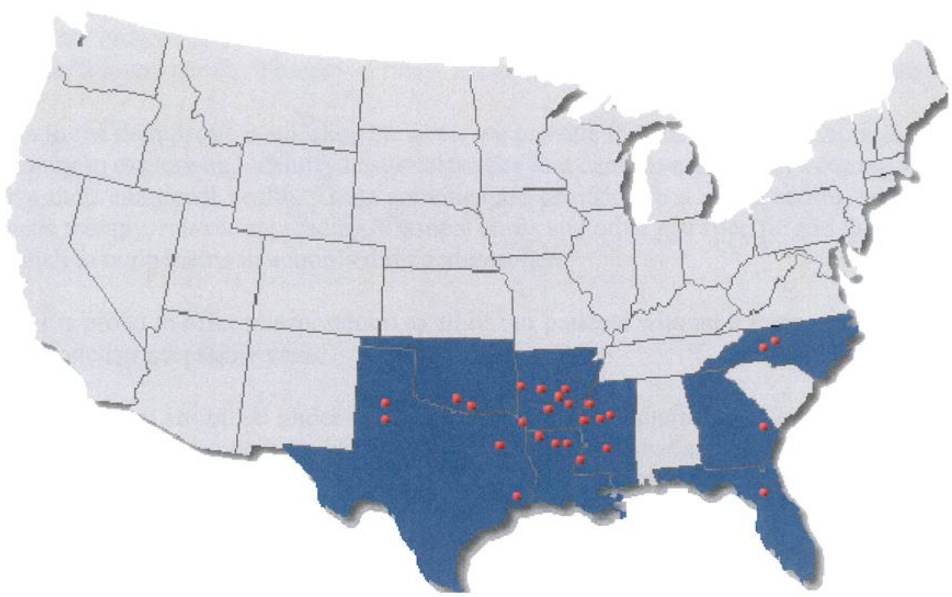
Little Rock Arkansas	JCAHO Accredited
Dardanelle Arkansas	State Licensed
Jacksonville Arkansas	JCAHO Accredited
Van Buren Arkansas	JCAHO Accredited
Crossett Arkansas	JCAHO Accredited
Hot Springs Arkansas	JCAHO Accredited
Stuttgart Arkansas	JCAHO Accredited
Lehigh Acres Florida	JCAHO Accredited
Milton Florida	JCAHO Accredited
Williston Florida	State Licensed
Statesboro Georgia	JCAHO Accredited
Arcadia Louisiana	JCAHO Accredited
Monroe Louisiana	JCAHO Accredited
Minden Louisiana	State Licensed
Ruston Louisiana	State Licensed
Springhill Louisiana	JCAHO Accredited
Greenville Mississippi	JCAHO Accredited
Greenwood Mississippi	JCAHO Accredited
Grenada Mississippi	JCAHO Accredited
Jackson Mississippi	JCAHO Accredited
Natchez Mississippi	JCAHO Accredited
Clarksdale Mississippi	JCAHO Accredited
Hattiesburg Mississippi	JCAHO Accredited
Cleveland Mississippi	JCAHO Accredited
Amory Mississippi	JCAHO Accredited
Statesville North Carolina	JCAHO Accredited
Mooresville North Carolina	JCAHO Accredited
Duncan Oklahoma	JCAHO Accredited
Durant Oklahoma	JCAHO Accredited
Beaumont Texas	JCAHO Accredited
Texarkana Texas	JCAHO Accredited
Lubbock Texas	JCAHO Accredited
Plainview Texas	State Licensed
Kilgore Texas	State Licensed

Long-Term Acute Care Hospitals

Allegiance Specialty Hospital of Little Rock

WHO WE ARE....

Allegiance Health Management is a post acute healthcare company headquartered in Shreveport, Louisiana. AHM is a leader in the specialty medical fields of long-term acute care hospitals, critical access hospitals, geriatric inpatient psychiatric services, and intensive outpatient psychiatric services. AHM's client portfolio includes Health Management Associates, Christus Health Systems, Triad, HealthSouth, Quorum, Community Health Systems, and LifePoint to name a few. AHM currently operates 33 programs/hospitals in 8 states.



Pledging Allegiance to Excellence in Customer Service.

NATURE COAST REGIONAL HOSPITAL

"Inspirations"

Managed by Allegiance Health Management

"Inspirations" is an intensive outpatient psychiatric program assisting the geriatric population of our communities to return to emotional health. Our program is designed to provide outpatient therapeutic counseling services to those patients with mild to moderate psychiatric symptoms in a comfortable, home like and non-institutional environment. In the program, patients are provided with 3 interactive group sessions per day and individual sessions with a licensed professional counselor as their symptoms warrant. Most importantly, a psychiatrist visits the patients once per week for medication management and individual sessions, as deemed appropriate to manage our patients' care. All services provided by *Inspirations* are ordered and reviewed by our physician. *Inspirations* provides services to our patients for approximately 3 hours per day Monday- Friday. Presently, the program operating hours are 9am-12pm.

In addition to the therapeutic counseling services, we provide for therapeutic activities that allow patients an opportunity to explore and identify leisure activities that can serve as positive coping skills in an effort to improve their emotional health. These activities are provided in a group setting and include arts and crafts, music therapy, relaxation, reading, seasonal crafts and other age specific and fun activities. We also provide lunch to our patients in a family dining atmosphere.

Inspirations is proud to offer transportation to all of our patients without a means to attend programming. We have wheelchair accessible vans.

The program charges are billed under Medicare Part B and reimbursable as any other Part B Service to include deductibles and co-pays as outlined by Medicare. *Inspirations* and the business department of Highland Community Hospital accept Medicaid and other supplemental/secondary policies as means to cover the outpatient deductibles and co-pays. In cases where patients do not have supplemental/secondary coverage, we will work with the patient in an effort to collect the Medicare deductibles and co-pays.

These intensive outpatient services are considered by Medicare to be comparable to a doctor's appointment. This consideration allows patient's receiving other types of outpatient services to continue these services as well as participate in the outpatient program, *Inspirations*. For example:

1. The patient can be receiving home health services and attend programming at *Inspirations*.
2. The patient can be receiving outpatient physical therapy services while attending *Inspirations*.
3. The patient can even be seeing a psychologist or therapist and participate in the *Inspirations* program.
4. Patients cannot be in a skilled unit of a facility and participate in the *Inspirations* program as Medicare considers these services to be a duplication of services.

Please contact Inspirations at 352-528-0238 for further information on how we may assist you, your loved one and/or patient.

Inspirations Center Offers Counseling for Seniors

When you inspire someone, you move that person to action, and many times, you influence or prompt a change for the better. With the recently opened Inspirations Outpatient Counseling Center at CHRISTUS Hospital -St. Elizabeth, the hospital is hoping to inspire members of the senior community to better their lives hy seeking help to deal with life's stresses.

"Historically, Southeast Texas has been underserved **in mental health services. For years we've had an interest in improving patient access to these services, and. now we are able to provide a great benefit to our community,"** said Tommy Okruhlik, a director at CHRISTUS Hospital -St. Elizabeth and St. Mary. "The Sisters of Charity have a long history of providing access to care in all specialties. This is One more program that helps to meet the vision and mission of CHRISTUS."

The center's goal is to provide support and assistance for people ages 55 and older for a variety of issues, including **depression} loss of independence, grief and anxiety.** Inspirations offers individual and group therapy sessions, ranging in size from eight to 10 participants.

"We help them cope with the challenges of the aging process, such as loss, environmental changes and life**changing events," Program Director Carol Kavanaugh said.** "The purpose of this program is to broaden the basis of service and prOVide counseling to people who are suffering with life's problems. This is the only program of its kind in **our community} and we provide a much-needed service by** giving individuals greater support on an outpatient hasis."

Inspirations, which opened in April} offers morning and afternoon programs} each consisting of three sessions. By working in groups, patients are able to meet other people who **are dealing with the same issues, which can aid in the recovery** process and help them cope with feelings of isolation.

As an outpatient facility, the center prOVides an option for ailments that may not require hospitalization for treatment. In addition} Inspirations offers a free shuttle service to transport patients living within a 30-mile radius to the facility. It also provides a hot lunch, developed by the hospital's dietary staff.

The center's staff consists of licensed professional **counselors and licensed clinical social workers who work** under the supervision of Psychiatrist and Medical Director Dr. James Creed. Patients are referred to the center by their **primary care physicians, staff members at assisted living or** long term care facilities and by selt~referral.

Inspirations is located in Suite 304 in Park Medical One on the St. Elizabeth campus. For more information about the center or to schedule an initial evaluation, call (409) 923-1600.

The Willows of KILGORE
NURSING & REHABILITATION

(903) 983-7775 • 1901 Whippoorwill • Kilgore, TX 75662

6-6-05

RE: Outpatient Activity Program (New Directions)

Dear Staff:

I would like to thank you all for being committed to helping others. You willingness to be patient and caring towards our residents is greatly appreciated. I cannot express to others how much you have impacted our residents in such positive ways. Your team work has created a special program that I am proud our residents can participate in.

We have some residents who wake up each morning and keep a positive attitude since participating in your program. Before your program their outlook on life was not as positive. Your team has made our residents feel special, provided a sense of family, a way to help others, share with others, be with peers and mostly created a learning environment.

Thank you for wanting to help our residents and making a difference in their lives.

Sincerely,

Marla Sers LSW

October 25, 2005

Oakwood House

LICENSED ASSISTED LIVING

License #000956

To Whom It May Concern:

This letter is in reference to the staff of the Laird New Directions Outpatient Program. I wish to express my appreciation to Dr. Necessary, Cathy Farrow, Tina, Pam, and Teresa for all the hard work they put into making the lives of my residents at Oakwood House fuller each and every day. The difference that they are making in the personalities of the residents that I send daily to their program is incredible. The family members of these residents are amazed at the changes. Here is one example.

Ms. sister came to see her yesterday for the first time in 6 weeks. She hadn't been able to visit due to having back surgery. She couldn't believe the difference in her sister. She told me, "When people ask my how Ruby is doing, I tell them 'Ruby finally has a life now'." This is due to her moving into Oakwood House and to the therapy she is receiving at New Directions. She is certainly not the same withdrawn lady that I assessed and moved into Oakwood House several months ago. Ms. Ruby had lived with her mother until the mother had died many years ago. She hadn't ever had the opportunity to marry or have children, so she was very alone at this point. She lived by herself until her health got to the point that she couldn't tend to herself anymore. From there, she ended up in a nursing home where I found here. She suffered from deep depression, virtually no self-esteem, and had no friends outside of her family circle. When she came to Oakwood, she stayed in bed for the first week, asking for her meals in bed and refusing to leave her room. She got in a wheelchair and didn't get back up. She never spoke nor made eye contact. The first time she went to Kilgore, she was so worn out that she didn't go back for a couple of days, even though her Rx was for 3-5 times a week. She just didn't have the stamina to make it out of bed. That was Ms. Ruby then.

Ms. Ruby now waits up front every day for the girls to come and pick her up for group. She hardly ever misses a day, even when we have something "fun" going on here at Oakwood. She comes out for all meals. She takes part in activities (when she isn't in Kilgore!), and she will initiate and carry on a conversation with most anyone. Yesterday when she went out with her family, she used her walker for the whole outing. She is an encourager to the others in the Kilgore group, especially when some of them try to lay low a few days and not attend. I've heard her tell them that they were missed and that they ought to come back and try it again. This is Ms. Ruby now.

There are several other residents with stories similar to Ms. Ruby's. I refer many of our residents to this program because I believe in it so strongly. I know that it is changing lives. There is nothing that can replace the one on one attention that these people are giving these patients. Medication cannot do that. Hospitalization cannot do that. Programs in general cannot do that, but somehow this group is doing it and doing it very well. I just wanted to write this letter to let someone know what excellent work this group of people is doing.

Sincerely,

Becky Childress

Becky Childress,
Administrator Oakwood House

2907 Victory Drive • Marshall, TX 75670 • (903) 935-6263 • Fax (903) 935-6288

OCT-09-2007 11:12 FROM:1204 9039834378 TO:318 226 8205 P.2

9/13/05

Tina,

Thank you so much for your time and kindness - We were very disappointed that Pillip could not move to Kilgore and be a part of New Directions - Your facility is exactly what he needs - He will remain in Palestine for now - maybe someday he can enjoy your wonderful place - You were so sweet to visit with us - There needs to be more "Tina's" in this world

Your kindness is greatly appreciated

Love,
Jane Wylie
Charles Reed

OCT-09-2007 11:12 FROM:1204 9039834378 TO:318 226 8205 P.3

Positions/Jobs to hire for Intensive Outpatient Program (IOP)
(based on 40 patients attending daily)

Medical Director
Program Director
Office Manager
Community Educator
LVN
4 Therapists
4 Drivers
2 Mental Health Techs

Positions/Jobs to hire for Inpatient Geropsych Program
(based on 20 patients per day)

Medical Director
Program Director/CEO
Nurse Manager/CNO
Community Educator
Clinical Screener
6 RNs
4 LVNs
14 CNAs / Mental Health Techs
Unit Clerk
Social Worker
Therapist
Office Manager

15-10-07;11:36 ; ;806 296 9292 # 1/ 1

Dwain Dodson
County Judge
Yvonne Mayo
Court Administrator

County Of Hale
State Of Texas

(806) 291-5214
Fax 296-7786

500 Broadway, #240
Plainview, TX 79072-8050

October 15, 2007

To Whom It May Concern:

I highly recommend Allegiance Behavioral Health Center of Plainview for your health services. Hale County has worked with this organization for several years. They are good community citizens that provide a needed service for this area. They are very professional and do outstanding work. Once again, I highly recommend you take advantage of their services.

Sincerely,

Dwain Dodson

Dwain Dodson
County Judge

October 25, 2005

Oakwood House
LICENSED ASSISTED LIVING
License #000956

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Sincerely,

Becky Childress

Becky Childress,
Administrator Oakwood House

2907 Victory Drive • Marshall, TX 75670 • (903) 935-6263 • Fax (903) 935-6288

Freddie is recovering from a broken hip. He had a partial replacement. It has been hard on him cause he couldn't understand why he couldn't get up. He is at Carillon House and we are pleased with the care he's receiving.

All of you were so kind and we appreciated all your work getting Freddie straightened out with his medicine, etc. Thank you

Joan
Becky
Sugee

Have a good Vegas trip!
Enjoy your Southwest peanuts.

To everyone on the ~~fust~~ fourth floor...

I will never forget how important you all are and continue to be for our community as healers! From the janitors, the cooks, the secretaries, the nurses, and the doctors - how truly important and "special" each of you are and continue to be. May each of you continue this work with peace + love that you all personify and remember I stand humbled before you with much gratitude always. Love,

THE HOUSING AUTHORITY
OF THE CITY OF HATTIESBURG
POST OFFICE BOX 832
HATTIESBURG, MISSISSIPPI 39403-0832
(601) 583-1881

September 21, 2007

Mr. Ryan Ladner, Program
Inspirations-Wesley Medical Center
105-C Asbury Circle
Hattiesburg, MS 39402

Dear Ryan:

On behalf of the residents of the Hattiesburg Housing Authority, we thank you for attending our three (3) resident meetings during the month of September, 2007 and explaining to our residents the concept, qualifications and procedures of "Inspirations". At each of our sites; Hope Drive, Briarfield and Robertson Place, the residents were excited with your program and have expressed considerable interest. We will continue to refer those interested individuals to you. "Inspirations" brochures will be maintained at each of our sites.

Again, your time and concern for our residents is very much appreciated and we look forward to a long and productive relationship.

Feel free to contact me or any member of our staff should you need our assistance.

With regards,

Milan Hoze

cc: Ms. Evelyn Jordan, Briarfield Residents
Ms. Marie Hibbler, Hope Drive Residents
Ms. Rose Smith, Robertson Place Residents

Thank you Dr. G.
And all your staff
for being so Kind
To my husband.
~~It~~ Takes ~~s~~pecial
People!

Etta

...for being
so thoughtful
to ~~me~~. Harold

Thank you so much for your love and acceptance of us! And thank you for the beautiful gift. Your words in the card were very encouraging to us - thank you for your kindness. We appreciate each of you, and we thank the Lord for your labor of compassion on the 4th floor. May the Lord bless & use each of you! - Bro.

Dearest Friends,
Thank you for all you did for me during the time I spent at Alligiance Care Center. Your kindness, knowledge and love helped bring me through a very difficult times! Love and best wishes to all! Monte

4th Floor Allegiance!
This is just a short note to thank you all for the beautiful flowers, & the elegant pen & pencil that you gave me!
I will truly miss all of you... each one of you has impacted my life! You all have big Hearts and you do wonderful things with our patients. I will miss working with you!
Love, Laura

9/13/05

Tina,

Thank you so much for your time and kindness- We were very disappointed that Pillip could not move to Kilgore and be a part of New Directions - Your facility is exactly what he needs- He will remain in Palestine for now- Maybe someday he can enjoy your wonderful place- You were so sweet to visit with us - There needs to be more "Tina's" in this world

Your kindness is greatly appreciated

Love,
Jane Wylie
Charles Reed

The Willows of KILGORE
NURSING & REHABILITATION

(903) 983-7775 • 1901 Whippoorwill • Kilgore, TX 75662

6-6-05

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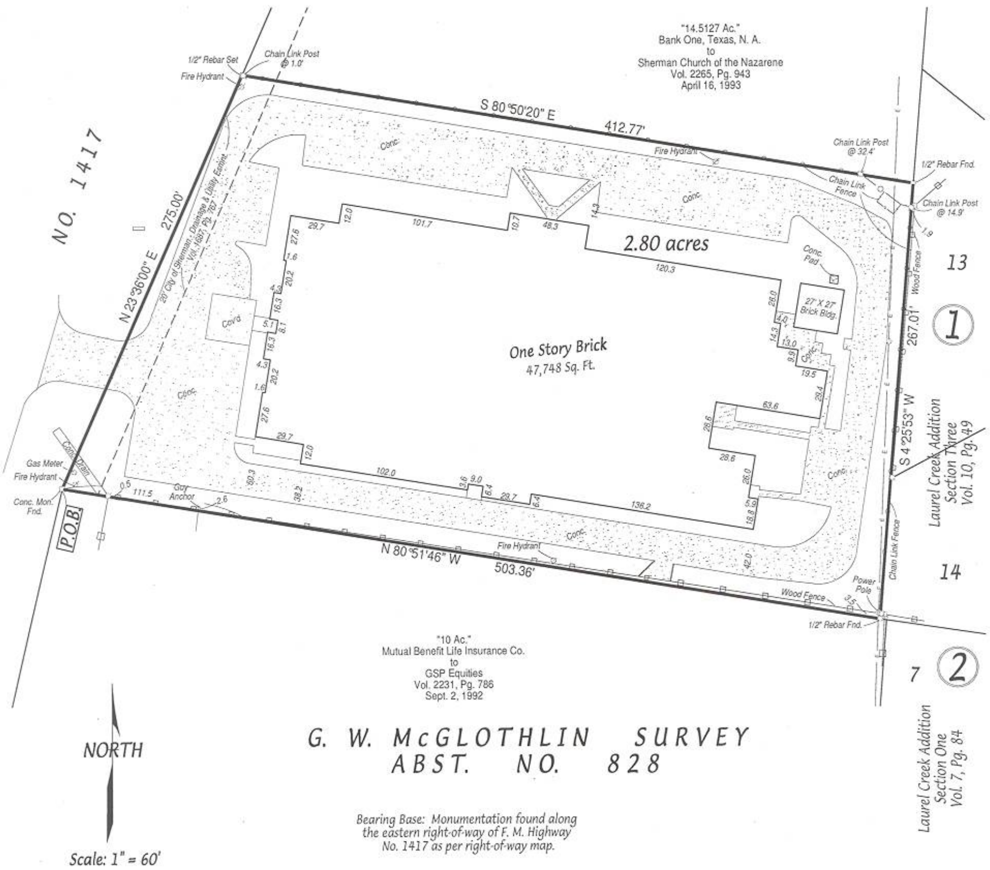
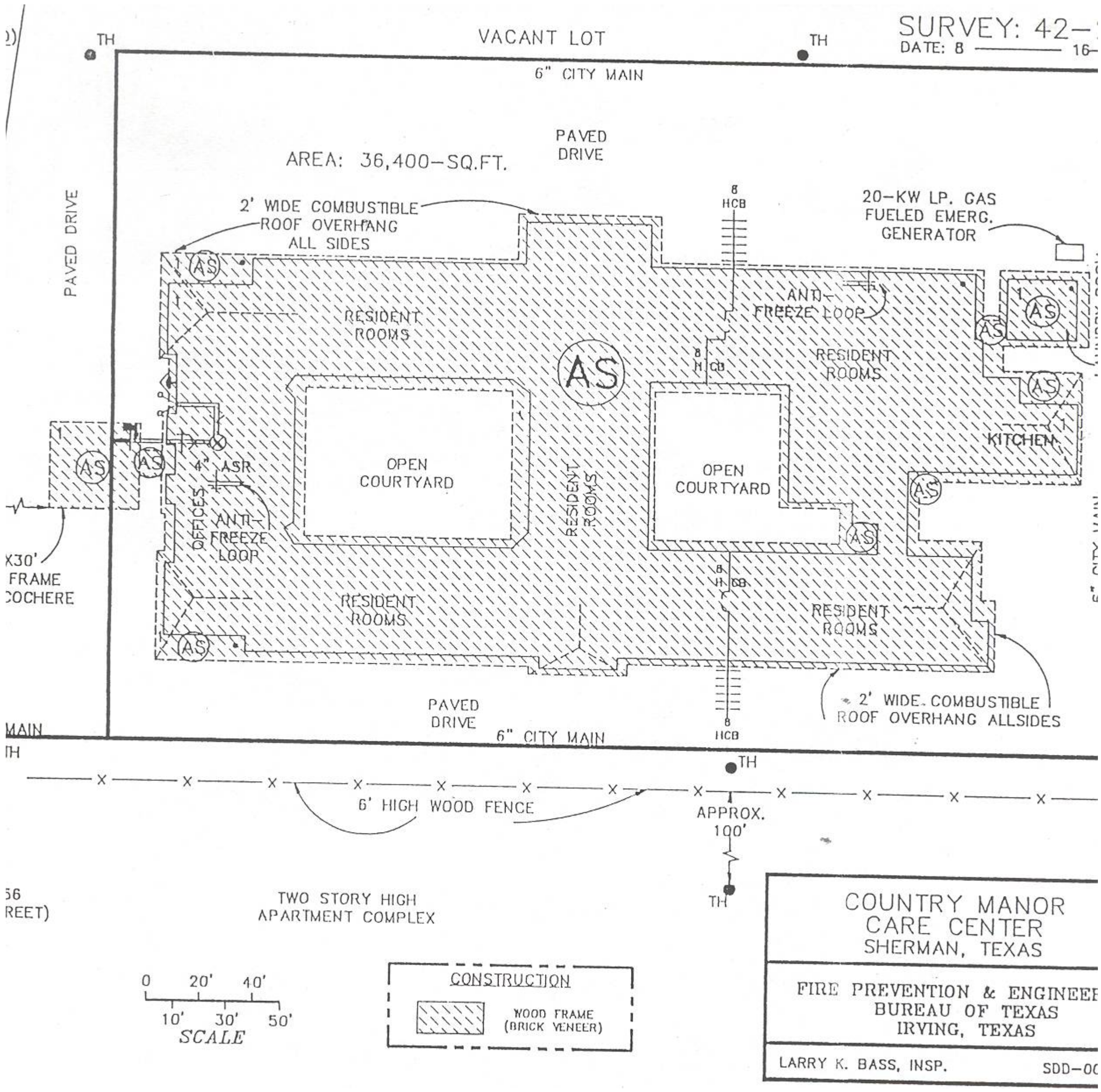
Thank you for wanting to help our residents and making a difference in their lives.

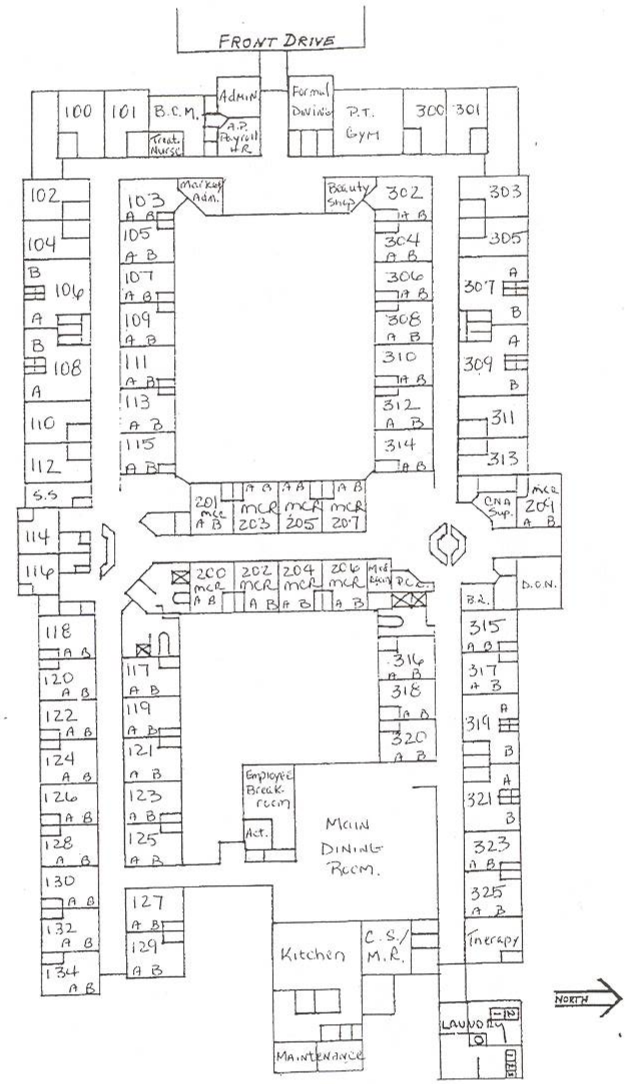
Sincerely,

Marla Sers LSW


"14.5127 Ac."
Bank One, Texas, N. A.
to
Sherman Church of the Nazarene
Vol. 2265, Pg. 943
April 16, 1993
S 80°50'20" E
412.77'
NO. 1417
N 23°36'00" E
275.00'
2.80 acres
One Story Brick
47,748 Sq. Ft.
27' X 27' Brick Bldg.
Conc.
13
1
14
7
2
S 4°25'53" W
267.01'
Laurel Creek Addition
Section Three
Vol. 10, Pg. 49
N 80°51'46" W
503.36'
P.O.B.
1/2" Rebar Set
Fire Hydrant
Chain Link Post @ 1.0'
Gas Meter
Conc. Mon. Fnd.
Guy Anchor
Wood Fence
Power Pole
1/2" Rebar Fnd.
Chain Link Fence
"10 Ac."
Mutual Benefit Life Insurance Co.
to
GSP Equities
Vol. 2231, Pg. 786
Sept. 2, 1992
G. W. McGLOTHLIN SURVEY
ABST. NO. 828
NORTH
Bearing Base: Monumentation found along the eastern right-of-way of F. M. Highway No. 1417 as per right-of-way map.
Scale: 1" = 60'
Laurel Creek Addition
Section One
Vol. 7, Pg. 84



SURVEY: 42-
DATE: 8 16-
VACANT LOT
TH
6" CITY MAIN
PAVED DRIVE
AREA: 36,400-SQ.FT.
2' WIDE COMBUSTIBLE ROOF OVERHANG ALL SIDES
20-KW LP. GAS FUELED EMERG. GENERATOR
8 HCB
PAVED DRIVE
AS
RESIDENT ROOMS
ANTI-FREEZE LOOP
OPEN COURTYARD
KITCHEN
4" ASR
OFFICES
X30' FRAME COCHERE
RESIDENT ROOMS
2' WIDE COMBUSTIBLE ROOF OVERHANG ALLSIDES
MAIN
6' HIGH WOOD FENCE
APPROX. 100'
56 REET)
TWO STORY HIGH APARTMENT COMPLEX
0 20' 40'
10' 30' 50'
SCALE
CONSTRUCTION
WOOD FRAME (BRICK VENEER)
COUNTRY MANOR CARE CENTER SHERMAN, TEXAS
FIRE PREVENTION & ENGINEEI BUREAU OF TEXAS IRVING, TEXAS
LARRY K. BASS, INSP.
SDD-0C



FRONT DRIVE
100
101
B.C.M.
Treat. Nurse
Admin
A.P. Payroll +R.
Formal Dining
P.T. Gym
300
301
102
104
106
108
110
112
S.S
114
116
103
Market Adm.
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Beauty Shop
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207 mcr
CNA Sup.
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D.O.N.
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129
316
318
320
315
317
319
321
323
325
Therapy
Employee Break room
Act.
Main Dining Room.
Kitchen
C.S./ M.R.
Maintenance
Laundry
North

AGENDA ITEM #6

City of Sherman

Planning and Zoning Commission

Board of Adjustments

Agenda Communication Form

October 16, 2007

Jason Sofey, Chairman

505 F.M. 1417 North (Heritage Parkway North)
2.8 acres in the G.W. McGlothlin Survey, Abstract No. 828
Specific Use Permit

Requested Action/Proposed Use:
Specific Use Permit and Site Plan Approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a geriatric psyche facility with inpatient and outpatient services, adult psyche, adult daycare, and medical facility in an R-1 (One and Two Family Residential) District and O-1.1 (FM 1417) Overlay District.

Adjacent Zoning:
R-1 (One and Two Family Residential) District and R-2 (Multi-Family Residential) District

Origination:
CAM Sherman II, LLC (Owner), Sterling Legacy Holdings (Prospective Buyer), and John Patterson (Representative)

Considerations:
Master Plan Designation: Residential

Number of notices mailed:
14

Objections Received:
0

Attachments:
Location map, Photographs, Site Plan

Prepared by:	**Approved by:**
Rita Gaither,	**Scott Shadden,**
Development Coordinator	**Development Services Director**

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5498
Taxing Tangible Personal Property in Transit Which Would Otherwise be Exempt Pursuant to Texas Tax Code, Section 11.253

Issue
Public hearing and adoption of an ordinance to tax "Super Freeport" goods, which would be otherwise exempt from taxation as of January 1, 2008

Background
The Texas Legislature has recently enacted House Bill 621 (HB621), which will take effect on January 1, 2008, and amends the Texas Tax Code Section 11.253. "Super Freeport" is a property tax exemption for goods that reside temporarily in warehouses within a city while awaiting shipment to other locations within or outside of Texas (as contrasted with the current-law Freeport exemption, which covers only goods shipped outside of Texas). The "Super Freeport" exemption is best described as a local option property tax exemption of the "opt-out" variety. The exemption automatically applies to a city unless the city does each of the following no later than December 31, 2007:

(1) holds a hearing at which members of the public are allowed to speak for or against the taxation of super Freeport goods; and
(2) adopts an ordinance stating it wishes to continue taxing super Freeport goods for tax year 2008. The hearing must take place prior to the adoption of such an ordinance.

Because of the potential impact of this legislation and uncertainty as to the intent of the law, it is expected that future Attorney General Opinions will be necessary to clarify portions of HB621.

Origination
Grayson Central Appraisal District (GCAD)

Financial Consideration
Should we choose to take no action and permit this exemption to take effect on January 1, 2008, "Super Freeport" could be considered an economic development tool. In this case, we would lose potential revenue from any exempted inventory. GCAD advises that the possible value which would have been lost to the City of Sherman had this law been in effect as of January 1, 2007, would have been $21,363,456.00, an estimated revenue loss of $85,453.82 for 2007.

Staff Recommendation
The staff recommends the Council hold a public hearing at the November 19th meeting to allow public input on the issue and consider adoption of an ordinance to continue to tax the goods covered under HB621. In a later year, the Council could choose to exempt the goods from taxation. This recommendation is consistent with SEDCO's recommendation.

Alternatives
The Council could take no action on this item, which would automatically exempt these goods from taxation.

Attachments
Ordinance No. 5498; TML Legislative Alert, GCAD Correspondence; SEDCO/GCAD E-Mail; Attorney Letter

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

ORDINANCE NO. 5498

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, TAXING TANGIBLE PERSONAL PROPERTY IN TRANSIT WHICH WOULD OTHERWISE BE EXEMPT PURSUANT TO TEXAS TAX CODE, SECTION 11.253; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the 80th Texas Legislature in Regular Session has enacted House Bill 621 to take effect on January 1, 2008, which added Tex. Tax Code §11.253 to exempt from taxation certain tangible personal property held temporarily at a location in this state for assembling, storing, manufacturing, processing or fabricating purposes (goods-in-transit) which property has been subject to taxation in the past; and

WHEREAS, Tex. Tax Code §11.253(j) as amended allows the governing body of a taxing unit, after conducting a public hearing, to provide for the continued taxation of such goods-in-transit; and

WHEREAS, the City Council of the City of Sherman, Texas, having conducted a public hearing as required by Section 1-n(d), Article VII, Texas Constitution, is of the opinion that it is in the best interests of the district to continue to tax such goods-in-transit;

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

SECTION 1. That the goods-in-transit, as defined by Tex. Tax Code §11.253(a)(2), as amended by House Bill 621, enacted by the 80th Texas Legislature in Regular Session, shall remain subject to taxation by the City of Sherman, Texas.

SECTION 2. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the ______________ day of __________________, 2007.

ADOPTED on this the _________________ day of __________________, 2007.

EFFECTIVE DATE on this the _________ day of __________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ________________________________

BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________

DOREEN E. MCGOOKEY,
CITY ATTORNEY

Cloer, Pam

From: Texas Municipal League [tmladmin@tml.org]

Sent: Monday, October 01, 2007 1:29 PM

To: Cloer, Pam

Subject: TML Legislative Alert: "SUPER FREEPORT" DEADLINE APPROACHES, CAUSES SOME CONFUSION

"Super Freeport" is a property tax exemption for goods that reside temporarily in warehouses within a city while awaiting shipment to other locations within or outside of Texas (as contrasted with the current-law freeport exemption, which covers only goods shipped outside of Texas). This exemption was approved by Texas voters in 2001 as an amendment to the Texas Constitution, but only this year did the Texas Legislature enact enabling legislation.

The super freeport exemption is best described as a local option property tax exemption of the "opt-out" variety. The exemption automatically applies to a city **unless** the city does each of the following two things ***no later than December 31, 2007***: (1) holds a hearing at which members of the public are allowed to speak for or against the taxation of super freeport goods; and (2) adopts an ordinance stating it wishes to continue taxing super freeport goods for tax year 2008. The hearing must take place prior to the adoption of such an ordinance.

A city that misses the December 31, 2007, deadline may choose to opt out of the exemption in future tax years.

The exemption applies only to goods that are owned by someone other than the owner of the warehouse where the goods are temporarily stored. Some appraisers in Texas are predicting a large fiscal impact for this exemption based on the theory that retailers who currently own their own warehouses may be tempted by the language of the exemption to sell their warehouses to third-party "shell" corporations. Once ownership is thus separated, the theory goes, the retailer could claim the exemption at warehouses that essentially remain under the control of the retailer, which is not in keeping with the economic development spirit of the bill. To further complicate matters, the bill that passed this year is arguably broader than the constitutional amendment adopted by voters in 2001: the amendment prohibits the exemption where the warehouses are owned or controlled by the owner of the goods, while the 2007 bill omits the language relating to control.

As a result of this confusion, the Senate sponsor of the 2007 legislation has asked for an attorney general's opinion regarding the scope of the bill in relation to ownership and control. It is possible that the opinion could be released in time for taxing entities to consider it prior to the December 31, 2007, deadline to act. TML will send out an alert if and when any clarifying opinion is released.

TML takes no position on whether a city should or should not opt out of the super freeport tax exemption. Just like the freeport exemption of the past, super freeport will be viewed by some cities as a useful economic development tool, while others will view it as an annoying loss of revenue.

MEMO

DATE: September 24, 2007

TO: Taxing Entities
Grayson County

FROM: Teresa Parsons
Grayson Central Appraisal District

Phone (903) 893-9673 xt 126
Fax (903) 892-3835

SUBJECT: HB 621

Honorable Taxing Entity Leaders,

As you may know, recent legislation enacted House Bill 621.

This bill is very similar to Freeport with a couple of exceptions. The goods have to stay within Texas, shipped within a 175 days and they have to be stored in a facility that is not owned by the inventory owner.

For instance, a local company transports beverages throughout Texas and only transports about 16% of their inventory outside of Texas. The portion outside transported outside of Texas is eligible for Freeport and thus exempt. This is actually a very small portion of the overall inventory value. This company could now contract with another company to store their beverages for up to 175 days before they are shipped throughout Texas making the inventory totally exempt.

Of course this involves only inventory. What I (as well as other members of my profession) believe will ultimately happen is that anyone that has inventory that is shipped throughout the state (and stays in the state) will lease a building to store their inventory and then they can claim the exemption. It will increase the paper work/verification/appeals process for our office which ultimately requires more money to fund our budget. If I do not receive a resolution orordinance indicating to tax goods in transit under these circumstances from your entity by the end of the year, the inventory in these instances will automatically become exempt and available for the taking.

The bigger issue is that there is no way to measure the impact to the entities. In the above example, the overall inventory was valued at $2,391,521 but only $391,996 (16%) is eligible for Freeport. Under the new HB, if the company stores the inventory in another location, not owned by the company and ship within 175 days, the 2,391,521 will become totally exempt.

I am forwarding my previous correspondence along with sample resolutions and ordinances in an effort to expedite this process.

Please feel free to contact me should you have any questions.

Respectfully,
Teresa Parsons, Chief Appraiser

RE: New Exemption of "Goods in Transit"—Local Option to Tax

Dear Taxing Entities:

The following information was forwarded to me by Grayson Central Appraisal District's attorney. I found this information to be very helpful and informative; thus I am passing it on.

Purdue, Brandon, Fielder, Collins & Mott wrote:

"In the 2007 session, the Texas Legislature passed HB 621. This bill was the implementing legislation for a constitutional amendment that was passed several years ago. The bill is very similar to the Freeport exemption passed many years ago, but it has a potentially larger impact as time goes on. This letter is to inform you of your options to tax the goods subject to the new exemption and to provide you with the forms and procedure to tax these goods if you choose. The following information was forwarded to me by Grayson Central Appraisal District's attorney.

This new law passed without much scrutiny because it was a bracket bill that only affected one county in Texas until the closing days of the legislative session. Then an amendment made the exemption applicable statewide.

What is Exempted?

This bill exempts goods, principally inventory, that are stored in a location that is not owned by the owner of the goods and are transferred from that location to another location within 175 days. The goods may be in the location for the purposes of assembling, storing, manufacturing, processing, or fabricating purposes by the person who acquired or imported the property. Certain specific types of goods are presently excluded from this exemption: oil, natural gas, petroleum products, aircraft, dealer's motor vehicle inventory, dealer's vessel and outboard motor inventory, dealer's heavy equipment inventory, or retail manufactured housing inventory. Petroleum products are defined to be only the immediate derivatives of oil and natural gas, so some goods that you might think of as petroleum products may actually be exempted from taxation by this new law.

What is the Impact on Your Tax Base?

At present, this new law will probably have a limited impact because most goods are kept in facilities that are owned by the owners of the goods themselves. However, this may change rapidly. In order to take advantage of this new law, many property owners may seek to transfer ownership of either the goods or the facilities in which the goods are stored, manufactured, processed, etc. to legal entities with different ownership. These types of paper changes could make the property exempt.

What Can You Do?

The governing body of each taxing unit in the state may act to tax these goods in the year following the year in which the governing body takes action. These goods will first become exempt in 2008. So if you wish to continue to tax these types of goods in 2008, you must act to tax the goods before the end of 2007. You must inform the appraisal districts in which your local government is located that you have acted to tax these goods. A copy of the resolution, order, or ordinance is the best way to document your decision to your appraisal district.

Before you act to tax these goods, you must hold a public hearing on the question of whether to tax them or whether to let them become exempt. The legislature has prescribed no special procedures for this hearing, so it may be held at a meeting of the governing body called for other purposes. The item must be listed on the agenda for that meeting as an action item in compliance with the Open Meetings Act, but there is no additional public notice required.

The legislature required that each taxing unit act in the manner required for official action by the governing body of the taxing unit. For counties, this means that action must be taken by an order of the commissioner's court. For cities, this means that action must be taken by an ordinance. For school districts and other taxing units, this means that action should be taken by resolution. A sample order, ordinance and resolution are attached to this letter.

Special Note for School Districts

The wealth lost to this exemption will be deducted from the taxable wealth of the school district as determined by the Comptroller for purposes of calculating state aid. Until the hold harmless provisions of House Bill 1 are removed, this will have little impact on the amount of state aid your school district receives. At present, the Comptroller's wealth estimate affects only the additional four cents that a school district may impose and the amount of certain types of facilities aid the district receives from the state (existing debt allotment and instructional facilities allotment). So as the law exists today, a school district will lose taxable wealth due to this exemption without an offsetting increase in state aid. Even if the legislature restores the Comptroller's finding of taxable wealth to its previous role in state aid to school districts, the effect of the additional state aid is not a dollar for dollar offset."

Ideally, you may want to pass the order, ordinance, or resolution as soon as possible. My understanding of the new legislation is that it does not allow you to pass it in the future should you want to continue to tax goods in transit for 2008.

Sincerely,

Teresa Parsons
Chief Appraiser

Cloer, Pam

From: Hefton, Robby
Sent: Thursday, November 15, 2007 8:05 AM
To: Cloer, Pam
Subject: FW: Super Freeport Exemption (HB 621) - Input

Importance: High

Attachments: letter to clients with resolution re goods in transit exemption.doc

etter to clients with resolut...

-----Original Message-----
From: Frank Gadek [mailto:frankg@sedco.org]
Sent: Thursday, October 18, 2007 3:28 PM
To: Hefton, Robby; Boswell John
Cc: Olson, George; McGookey, Doreen
Subject: Super Freeport Exemption (HB 621) - Input
Importance: High

Robby,

Attached is a detailed explanation of the Super Freeport legislation (HB 621) which passed in the 2007 session.

Based on the values provided by Mazie Dailey ($21,363,456) the estimated revenue loss to the city would have been $85,453.82 for 2007 if the exemption were currently in place.

Mayor Magers asked for SEDCO's input at the last city council meeting. While adopting the exemption would create an additional incentive, SEDCO suggests that the city not adopt HB 621 (continue to tax qualifying goods in transit) at this time. If in the future this becomes a pressing issue, we would ask the city to revisit the subject.

Frank

Frank Gadek, CEcD
Vice President
Sherman Economic Development Corp.
307 W. Washington, Suite 102
Sherman, TX 75090
(800) 891-2566 / (903) 868-2566
Mobile: (903) 818-2969

-----Original Message-----
From: Mazie Dailey [mailto:daileym@graysonappraisal.org]
Sent: Thursday, October 18, 2007 10:22 AM
To: frankg@sedco.org
Subject: letter to clients with resolution re goods in transit exemption
Importance: High

Per your request. Again, the possible value which would have been lost to Sherman City if this law had been in effect as of 1/1/2007 would have been $21,363,456.

Thanks,
Mazie

PerdueBrandonFielderCollins&Mott LLP

ATTORNEYS AT LAW

1235 North Loop West
Suite 600
Houston, Texas 77009
Telephone: 713-862-1860
Facsimile: 713-896-0030
pbfcm.com

November 15, 2007

Clients of the Firm

RE: New Exemption of "Goods in Transit"—Local Option to Tax

Dear Client:

In the 2007 session, the Texas Legislature passed HB 621. This bill was the implementing legislation for a constitutional amendment that was passed several years ago. The bill is very similar to the Freeport exemption passed many years ago, but it has a potentially larger impact as time goes on. This letter is to inform you of your options to tax the goods subject to the new exemption and to provide you with the forms and procedure to tax these goods if you choose. Our firm takes no position on the policy question of whether or not to continue to tax the property that is subject to this new exemption. We simply believe that the governing body of each of our clients should have the tools to make an informed decision on behalf of the taxpayers they represent.

This new law passed without much scrutiny because it was a bracket bill that only affected one county in Texas until the closing days of the legislative session. Then an amendment made the exemption applicable statewide.

What is Exempted?

This bill exempts goods, principally inventory, that are stored in a location that is not owned by the owner of the goods and are transferred from that location to another location within 175 days. The goods may be in the location for the purposes of assembling, storing, manufacturing, processing, or fabricating purposes by the person who acquired or imported the property. Certain specific types of goods are presently excluded from this exemption: oil, natural gas, petroleum products, aircraft, dealer's motor vehicle inventory, dealer's vessel and outboard motor inventory, dealer's heavy equipment inventory, or retail manufactured housing inventory. Petroleum products are defined to be only the immediate derivatives of oil and natural gas, so some goods that you might think of as petroleum products may actually be exempted from taxation by this new law.

What is the Impact on Your Tax Base?

At present, this new law will probably have a limited impact because most goods are kept in facilities that are owned by the owners of the goods themselves. However, this may change rapidly. In order to take advantage of this new law, many property owners may seek to transfer ownership of either the goods or the facilities in which the goods are stored, manufactured, processed, etc. to legal entities with different ownership. These types of paper changes could make the property exempt.

What Can You Do?

The governing body of each taxing unit in the state may act to tax these goods in the year following the year in which the governing body takes action. These goods will first become exempt in 2008. So if you wish to continue to tax these types of goods in 2008, you must act to tax the goods before the end of 2007. You must inform all the appraisal districts in which your local government is located that you have acted to tax these goods. A copy of the resolution, order, or ordinance is the best way to document your decision to your appraisal district.

Before you act to tax these goods, you must hold a public hearing on the question of whether to tax them or whether to let them become exempt. The legislature has prescribed no special procedures for this hearing, so it may be held at a meeting of the governing body called for other purposes. The item must be listed on the agenda for that meeting as an action item in compliance with the Open Meetings Act, but there is no additional public notice required.

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We hope that this letter and the attached forms will help you make an informed decision on behalf of the taxpayers that you represent. If you should have any questions concerning this matter, please feel free to call your attorney at your local office or call me in Houston.

Sincerely,

Robert Mott

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. B.3

ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Numbers: 5494 and 5498

B.1 **TABLED AT THE NOVEMBER 5, 2007 COUNCIL MEETING:**
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5494
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to CAM Sherman II, LLC (Owner), Sterling Legacy Holdings (Prospective Buyer), and John Patterson (Representative) to Allow a Geriatric Psyche Facility for Patients 55 and Over with Inpatient and Outpatient Services in an R-1 (One and Two Family Residential) District at 505 F.M. 1417 North (Heritage Parkway), being 2.8 acres in the G.W. McGlothlin Survey, Abstract No. 828; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000

B.2 **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5498**
Taxing Tangible Personal Property in Transit Which Would Otherwise be Exempt Pursuant to Texas Tax Code, Section 11.253

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. B.4

CONSENT AGENDA

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

C.3 **** RESOLUTION NO. 5124***
Authorizing the Purchase of a Frazer Built Rescue Vehicle through the Houston-Galveston Area Council of Governments (H-GAC) for the Sherman Fire Department

C.4 **** RESOLUTION NO. 5125***
Authorizing the Final Expenditure with Weisinger Water Well, Inc. for the Dorchester #8 Trinity Well Repairs

C.5 **** RESOLUTION NO. 5126***
Authorizing the Final Expenditure with Weisinger Water Well, Inc. for the Dorchester #10 Trinity Well Repairs

C.6 **** RESOLUTION NO. 5127***
Authorizing Acceptance and Execution of an Agreement with the Texas Department of Transportation for the 2007-2008 Aviation Division Routine Airport Maintenance Program (RAMP) Grant for the Sherman Municipal Airport

C.7 **** RESOLUTION NO. 5128***
Authorizing the Execution of an Agreement with TAHC 1, LLC. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 806 South Charles Street

C.8 **** RESOLUTION NO. 5129***
Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1426 East Odneal Street

D.1 **** REQUEST TO ADVERTISE***
Purchase of Four Police Patrol Vehicles

D.2 **** REQUEST TO ADVERTISE***
Police Uniforms

D.3 * REQUEST TO ADVERTISE

Annual Supply of Chemicals

D.4 * PAYMENT APPROVAL

Texas Commission on Environmental Quality Annual Consolidated Water Quality Assessment Fee for Fiscal Year 2007-2008: $67,245.00

D.5 * OTHER BUSINESS

Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade on Friday, December 7, 2007

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. C.1

RESOLUTION NO. 5122
Authorizing the Purchase of Playground Equipment and Skateground Obstacles for the Hawn Park CIP Project through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue
To consider approval of a resolution to provide for the purchase of playground equipment for Hawn Park as specified in the 2007-2008 Capital Improvement Program (CIP). This purchase will be made through the Texas Local Government Purchasing Cooperative (BuyBoard).

Background
The Sherman City Council approved $130,000.00 in 2007-2008 CIP funds for the Hawn Park Upgrade. The project includes new playground equipment, new swings, fall zone material and border, as well as several replacement obstacles for the skateground area. Southwest Parks and Playgrounds, L.P. will be providing both the equipment and installation, while Parks Department employees will be involved in the removal and relocation of existing equipment. On November 7, 2007, the project was reviewed and approved by the Parks and Recreation Advisory Board.

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
Sherman City Council 2007-2008 Capital Improvement Program

Financial Consideration
Adequate funds have been budgeted, with a total allocation of $130,000.00 for this project. The expenditure through the BuyBoard will be $126,691.29.

Staff Recommendation
It is recommended that the staff be authorized to prepare a Purchase Order for the Hawn Park Upgrade Project through the BuyBoard.

Alternatives
Those as may be recommended by the City Council.

Attachments
Resolution No. 5122
Texas Local Government Cooperative Interlocal Participation Agreement
Southwest Parks and Playgrounds Quote
Photograph

Prepared by:
Larry Wortham, Parks & Comm. Services Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF PLAYGROUND EQUIPMENT, SWINGS, FALL ZONE MATERIAL, BORDER, AND SKATEGROUND OBSTACLES FOR THE HAWN PARK UPGRADE CIP PROJECT 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 to purchase playground equipment, swings, fall zone material, border, and skateground obstacles for the Hawn Park Upgrade Capital Improvement Program (CIP) Project through the Texas Local Government Purchasing Cooperative (BuyBoard), for the total purchase price of One Hundred Twenty-Six Thousand Six Hundred Ninety-One Dollars and Twenty-Nine Cents ($126,691.29), in accordance with the terms and conditions of the Interlocal Participation Agreement attached hereto and made a part hereof for all purposes. Any agreements related to this purchase must be approved by the City Attorney.

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

PASSED AND APPROVED on this the _____ day of ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

RECEIVED JUL 1 5 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT
for the
Texas Local Government Purchasing Cooperative

RECEIVED

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

GameTime A PLAYCORE COMPANY

Enriching Childhood Through Play.

BY: SWP&P

SouthWest Parks & Playgrounds

SouthWest Parks & Playgrounds, L. P.

P. O. Box 50048

Denton, Texas 76206-0048

1.800.433.5347 940.380.9038 Fax: 940.381.0463

Date: 11/6/2007

Mr. Ben Uselton

Sherman Parks and Recreation

1304 W. Lamar

Sherman, TX 75090

903.892.7313 Fax: 903.813.0815

RE: HAWN PARK

Playground Development

SUMMARY:

Texas Buyboard Contract #269-07

Prepared by: KH

File No.: ShermanHawnPlay1

Qty	Product	Description	Unit Wt	Unit Price	Extended Price
		Game Time Equipment			**$ 22,226.02**
		page 3 of 5			
		SOLO Concrete Skate Ramps			**$ 66,728.87**
		page 4 of 5			
		GTImpax Engineered Wood Fiber			**$ 14,089.15**
		page 4 of 5			
		Installation			**$ 23,647.26**
		page 5 of 5			
		PROJECT TOTAL			**$ 126,691.29**

Accepted by:______________________ PO #:______________________

Signature:______________________ Date:______________________

Purchase Orders and/or Checks should be made out to GameTime by SouthWest Parks & Playgrounds.

Kenneth R. Hurst, Vice-President


HAWN PARK SHERMAN, TEXAS
UNIT #11768
PALISADE II
ACTUAL COLORS MAY VARY
PRIME TIME
SWPP
SouthWest Parks & Playgrounds
Ken Hurst
Vice-President
Mobile 214-228-1052
800-433-5347
1-800-235-2440 WWW.GAMETIME.COM
GameTime
ISO 9001

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. C.2

RESOLUTION NO. 5123
Authorizing Execution of a Contract with Teague Nall & Perkins for Professional Engineering Services to Design the U.S. Highway 75 North Water Main Extension Project

Issue
To consider authorizing execution of a professional engineering design services contract with Teague Nall & Perkins for the U.S. Highway 75 North Water Main Extension Project

Background
The current Capital Improvement Program contains a project to extend the existing water main on both sides of U.S. Highway 75 North, between Graham Drive and State Highway 691. It is recommended that the professional engineering design services be provided by Teague Nall & Perkins.

Origination
Department of Utilities Administration

Financial Consideration
Funding for this project is to be provided through the Sherman Economic Development Corporation, costs of which will be partially offset by pro-rata fees. Funds were appropriated in the FY2007-08 budget for this project, in the amount of $3.7 million.

Staff Recommendation
It is recommended the City Council approve these basic professional services in the amount of $139,000.00. Any additional costs will be paid at rates stipulated in the service agreement.

Alternatives
As may be directed by the City Council

Attachments
Resolution No. 5123
Engineering Services Agreement
Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH TEAGUE NALL & PERKINS FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN THE U.S. HIGHWAY 75 NORTH WATER MAIN EXTENSION PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Teague Nall & Perkins is hereby awarded the contract for engineering services in the total amount of $139,000.00 to design the U.S. Highway 75 North Water Main Extension Project. The City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Teague Nall & Perkins for professional engineering design services funded through Sherman Economic Development Corporation, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF SHERMAN**, a Home-Rule Municipality, organized and existing under the laws of the state of Texas, hereinafter referred to as "City", and **TEAGUE, NALL, AND PERKINS, INC.**, hereinafter referred to as "Engineer", to be effective upon the date indicated below.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE INSTALLATION OF APPROXIMATELY 22,000 LINEAR FEET OF 12 INCH WATER LINE ALONG US 75 FROM LOY LAKE ROAD TO FM 691** n the City of Sherman, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. **Employment of the Engineer**. The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

2. **Scope of Work**. The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.

3. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.

4. **Compensation and Method of Payment**. The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibit "A". The contract amount specified in Exhibit "A" shall not be exceeded without the written permission of the City.

5. **Insurance. Engineer agrees to procure the following insurance:**

   a. Workers' Compensation as required by law.
   b. Professional Liability Insurance in an amount not less than $1,000,000 in the aggregate.
   c. Commercial General Liability and Property Damage Insurance with minimum limits of $1,000,000 for injury or death of any one person, $1,000,000 for each

occurrence, and $1,000,000 for each occurrence of damage to or destruction of property.

d. Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of $1,000,000 for injury or death of any one person, $1,000,000 for each occurrence, and $1,000,000 for property damage.

e. The Engineer shall include the City as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the City before work commences. Each insurance policy shall be endorsed to state that coverage shall not be canceled or non-renewed ("Change in Coverage") except with prior written consent of the City and only after the City has been provided with written notice of such Change in Coverage, such notice to be sent to the City either by hand delivery to the City Manager or by certified mail, return receipt requested, and received by the City no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this Contract. Engineer shall furnish City with Certificates of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect.

f. Engineer agrees to provide the City with written notice no fewer than thirty (30) days prior to the effective date of the following occurrences: (1) the suspension of coverage; and/or (2) any change in the policy limits of the insurance coverage.

6. <u>Indemnity</u>.

A. ENGINEER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY ENGINEER AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM ENGINEER IS LEGALLY RESPONSIBLE. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the CITY, its officers, agents, or employees.

B. This indemnification is subject to and does not waive any governmental immunity available to the City under Texas law, and any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7. **<u>Independent Contractor</u>**. Engineer is an independent contractor and not an officer, agent, servant or employee of City. Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder, except as directed under this contract, and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of

respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

8. **Assignment and Subletting.** The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

9. **Contract Termination.** The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination. In the event this Agreement is terminated, the City shall have the option of entering into an Agreement with another party for the completion of the work.

10. **Ownership of Documents.** Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefore for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Paragraph 9, Engineer will revise drawings, if necessary, and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. Reuse, change, or alteration by the City or by others acting on behalf of the City of any such drawings and specifications without the written permission of the Engineer will be at the sole risk of the City. Engineer also acknowledges that such information shall become subject to the Public Information Laws of this State. ENGINEER AGREES TO WAIVE ANY COPYRIGHT CLAIMS TO THE INFORMATION ONCE THE INFORMATION IS SUBMITTED TO THE CITY.

11. **Special Terms or Conditions.**

The "Provisions" on page 11 in the attached Exhibit "A" are modified as follows:

Paragraph 7, Termination	Deleted in its entirety and not applicable to this Contract.
Paragraph 8 Arbitration	Deleted in its entirety and not applicable to this Contract
Paragraph 9 Legal Expenses	Deleted in its entirety and not applicable to this Contract
Paragraph 11 Limitation of Liability	Deleted in its entirety and not applicable to this Contract
Paragraph 13 Sales Tax	Deleted in its entirety and not applicable to this Contract
Paragraph 17 Project Site Safety	Deleted in its entirety and not applicable to this Contract
Paragraph 18 Drainage Clause	Deleted in its entirety and not applicable to this Contract.

The Basic Services in Attachment A is amended as follows:

Task 7 – Construction Contract Administration, paragraph K is amended to read as follows:

K. Record Drawings. The Engineer will prepare Record Drawings. Record Drawings will be revisions to the construction drawings that reflect changes during the construction process reported to the Engineer by the Contractor. One (1) set of Record Drawings on Mylar and one (1) set of Record drawings on electronic media.

12. **Complete Contract.** This Agreement, including Exhibit "A", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. To the extent that any of the provisions in Exhibit "A" conflict with this Agreement, the provisions in the Agreement control over the provisions in the exhibits. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

13. **Mailing of Notices.** Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Director of Utilities
P.O. Box 1106
Sherman. Tx. 75090

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

____
____
____
____

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

14. **Dispute Resolution Procedures.** The Engineer and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

15. **Miscellaneous.**

A. Paragraph Headings. The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

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

C. Venue/Governing Law. The parties agree that the laws of the State of Texas shall govern this Agreement. Exclusive venue shall lie in Grayson County, Texas.

D. Successors and Assigns. City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability. In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date. This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

George Olson
Acting City Manager
DATE:

ATTEST:

Linda Ashby
City Clerk

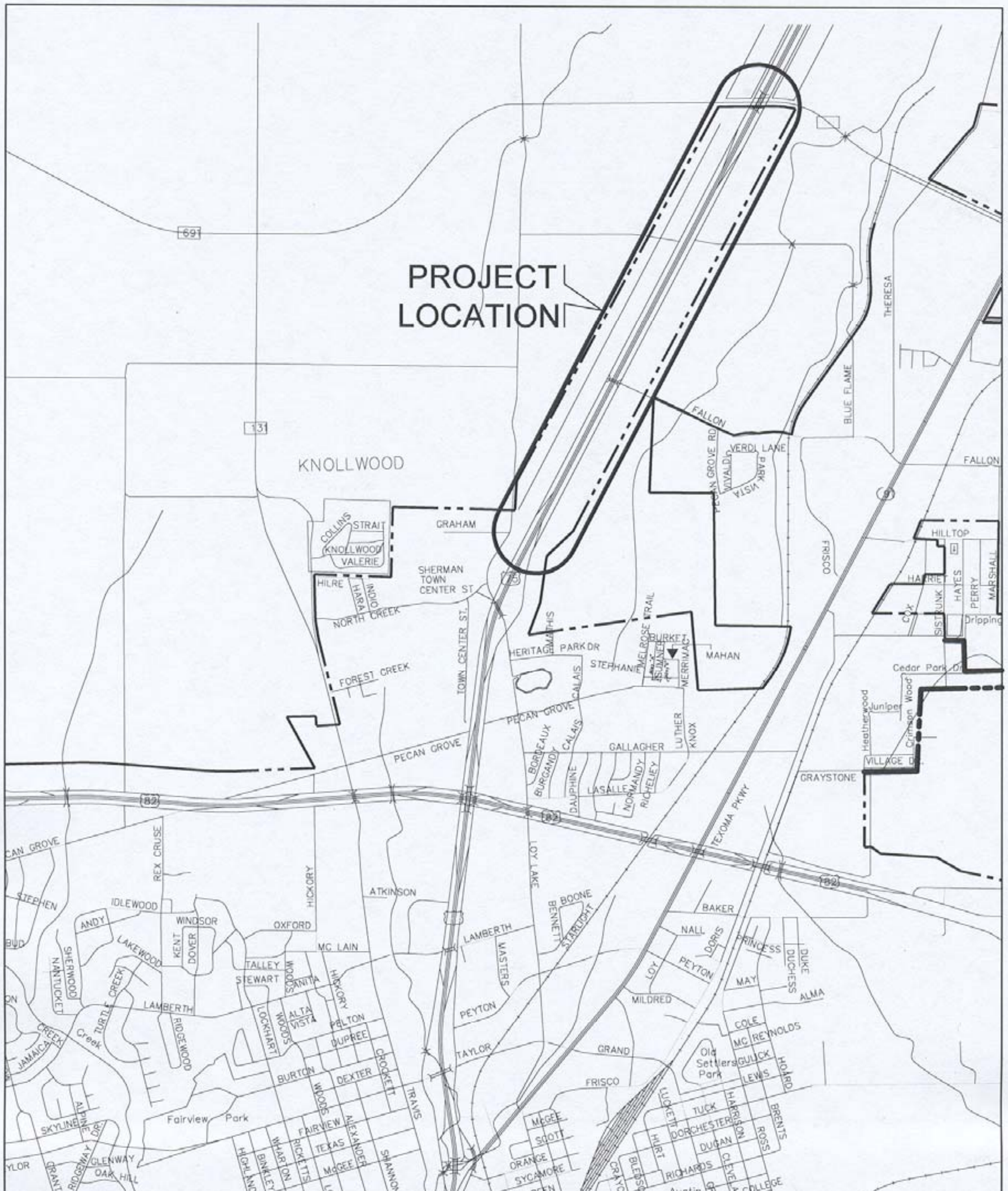
ENGINEER
A Texas Corporation
BY: Chris Schon

TITLE: Office Manager
DATE: 11/12/07

ATTEST: Margaret Hugh
Title Admin Asst.

APPROVED AS TO FORM:

Doreen E. McGookey
CITY ATTORNEY



City of Sherman, Texas

U.S. HIGHWAY 75 NORTH
WATER MAIN EXTENSION PROJECT

PROJECT LOCATION MAP

N

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. C.3

**** RESOLUTION NO. 5124***

Authorizing the Purchase of a Frazer Built Rescue Vehicle through the Houston-Galveston Area Council of Governments (H-GAC) for the Sherman Fire Department

Issue

To consider approval of a resolution to purchase a Frazer Built Rescue Vehicle through the Houston-Galveston Area Council of Governments (H-GAC) for use within the Sherman Fire Department.

Background

The vehicle in current use by the Sherman Fire Department is obsolete and must be replaced. Once the new vehicle is acquired through H-GAC, the obsolete model will be disposed of through auction. Through H-GAC, we obtained a quote of $41,500 for a 2008 Ford F-450 6.4L crew cab diesel. The rescue body will be built by Frazer, the same vendor that provides the ambulance body for the fire department. Frazer is an authorized H-GAC dealer. Local vendors were offered an opportunity to bid for the cab/chassis portion of the vehicle but could not meet the specifications and/or could not compare on price. The complete vehicle will cost $124,275.00. Purchasing from H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected to either competitive bid or competitive proposal process.

Origination

Sherman Fire Department

Financial Consideration

The unit will be purchased at a cost of $123,275.00, plus H-GAC's cooperative fee of $1,000, for a total of $124,275.00. Funds for the purchase of this rescue vehicle are contained in the current budget.

Staff Recommendation

It is recommended that the staff be authorized to purchase the quoted fire rescue vehicle through the H-GAC contract.

Alternatives

None recommended

Attachments

Resolution No. 5124
H-GAC Interlocal Agreement
Frazer Quote

Prepared by:
Jeffrey J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A FRAZER RESCUE VEHICLE THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) FOR THE SHERMAN FIRE DEPARTMENT; 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 a fire rescue vehicle at a total purchase price of One Hundred Twenty-Four Thousand Two Hundred Seventy-Five Dollars and No Cents ($124,275.00), through the Houston-Galveston Area Council of Governments (H-GAC), and in accordance with the terms and conditions of the Interlocal Participation Agreement attached hereto and made a part hereof for all purposes. Any necessary purchase agreements must be approved by the City Attorney

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

PASSED AND APPROVED on this the _____ day of ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA NUMBER: 91-15388?

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 19 91 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19__ and ends 10/31/91, 19__. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF SHERMAN
Local Government

BY ______

TALMADGE N. BUIE
CITY MANAGER DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY ______ Date 7/27/91
Manager of Cooperative Purchasing

BY ______ Date 4/3/91
Jack Steele
Executive Director

March 28, 1991

FRAZER
The Leader in Generator Powered EMS Modules

October 12, 2007

Jeffrey Matlock
Sherman F.D.
Email: jeffreym@ci.sherman.tx.us

Quote # 4940E

Mr. Matlock,

Per your request we are quoting one (1) Frazer 10' Rescue Vehicle mounted on a 2008 Ford F-450 6.4L diesel, 4 door crew cab (176" WB) 4x4 chassis with dual rear wheels. For your convenience all pricing has been itemized below.

Frazer 10' Rescue Vehicle		$	46,000.00
Extend module height 12" (not included in price above)		$	5,000.00
2008 Ford F-450 6.4L 4 door crew cab (176" WB & 60" CA) 4x4 dual rear wheel, Diesel chassis		$	41,500.00
Optional items (listed below)		$	30,775.00
	HGAC fee	$	1,000.00
	Total	$	124,275.00

Optional Items:

Furnish and install (1) Command Light SL 445RT incident light	$	5,500.00
Guard over light tower	$	500.00
Onan 5.5 kw commercial generator with remote start	$	3,600.00
Full replacement Ranchhand front bumper	$	1,125.00
Receiver hitch on rear bumper	$	375.00
Diamond plated exterior stone guards and wheel well panels	$	200.00
8' Rear awning (retractable)	$	1,000.00
Awning on driver's side of module (retractable)	$	1,500.00
Roll-up doors in lieu of standard	$	6,000.00
Transverse slide-out tray front compartment	$	1,175.00
(2) slide -out upper, tilt trays mid-compartment	$	1,450.00
(2) slide -out lower trays mid-compartment	$	1,550.00
(2) slide -out upper & lower trays in rear compartment	$	1,650.00
(2) cord reels on upper rear tray	$	1,450.00
(2) exterior 120 volt outlets on rear	$	300.00
Oil-less Gast air compressor unit w/ 2 air lines	$	2,500.00
(2) extra upper brake/tail/turn LEDs at rear of module	$	500.00
(2) Side scene Led lights	$	400.00

All pricing is F.O.B. Houston.

This module has standard Frazer features such as an all LED lighting package which consist of ten (10) 6"x 4" series LED lights, one (1) rear 3"x 4" series LED light, eight LED clearance lights, custom center console, Ranchhand grille guard, on-board battery charger, stainless steel wheel covers and 15 amp shore power and adjustable compartment shelving just to name a few.

Per TMVCC we are quoting this unit through our licensed franchise dealer, Freeway Ford.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,

Laura Richardson
Frazer, Ltd.

LGR:AG.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. C.4

**** RESOLUTION NO. 5125***
**Authorizing the Final Expenditure with Weisinger Water Well, Inc.
for the Dorchester #8 Trinity Well Repairs**

Issue
Authorizing the final expenditure with Weisinger Water Well, Inc. for the Dorchester #8 Trinity well repairs

Background
The pump on the above referenced well has been pulled and inspected; and the well casing and screen have been camera inspected and repaired as needed. A total of $43,000.00 has been previously approved to pull the pump, inspect the pump, and camera the well and screens. The needed repairs have been decided upon; and, therefore, to complete the repair work in accordance with the bid documents, Council approval is needed for the unit price total of $200,800.00. This cost is consistent with the staff's estimated cost of repairs based on their unit prices. The final repair work will reset a new submersible pump in lieu of reworking, repairing, and re-installing the old line shaft pump. The work will be accomplished under unit bid prices and City approved costs for any additional items required to complete the project.

Origination
Utilities Administration Department

Financial Consideration
Budgeted funds are available in Water Production Budget.

Staff Recommendation
It is recommended that the City Council award the contract to Weisinger Water Well, Inc., based on their unit price total of $200,800.00 and the staff's estimated cost of repairs based on their unit prices.

Alternatives
As may be directed by the City Council

Attachments
Resolution No. 5125
Contract
Bid Tabulation
Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE FINAL EXPENDITURE WITH WEISINGER WATER WELL, INC. FOR THE DORCHESTER #8 TRINITY WELL REPAIRS; 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 to expend two hundred thousand and eight hundred dollars ($200,800.00) to complete the final repairs of the Dorchester #8 Trinity Well in accordance with the bid and the contract that was authorized and awarded to Weisinger Water Well, Inc. in Resolution No. 5091.

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 ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN §
COUNTY OF GRAYSON §

CONTRACT
BETWEEN THE CITY OF SHERMAN AND THE CONTRACTOR

THIS AGREEMENT is by and between the **CITY OF SHERMAN** ("CITY" or "OWNER") and

WEISINGER WATER WELL, INC. (" CONTRACTOR").

The **CITY** and **CONTRACTOR**, for the consideration set forth in Article 4 of the Contract and the mutual covenants expressed in this Contract, agree as follows:

ARTICLE 1 - PROJECT

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

REPAIR OF THE DORCHESTER 8 TRINITY WELL

This Project will be completed as described in the contract documents at the at the CONTRACTOR'S sole cost and expense all the materials, supplies, machinery, equipment, tools, superintendence, labor, necessary and customary insurance, and other accessories and services necessary to complete the Project in accordance with the Contract Documents.

ARTICLE 2 – INDEPENDENT CONTRACTOR

2.01 CONTRACTOR is and throughout this Contract shall remain an INDEPENDENT CONTRACTOR and as such is the sole judge on how to perform the work required under this Contract.

ARTICLE 3 - CONTRACT TIMES

3.01 *Commencement of Contract*

A. CONTRACTOR agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the CITY and to fully complete the contract one hundred and twenty (120) days.

B. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed by CONTRACTOR as set forth in Section 105.0 of the Information for Bidders and the Notice to Proceed and shall completed and ready for final payment in accordance with paragraph 5.05 of the General Conditions.

3.03 *Liquidated Damages*

A. CONTRACTOR and CITY recognize that time is of the essence of this Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with paragraph 4.02 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty), CONTRACTOR shall pay CITY $100.00 for each calendar day that expires after the time specified in paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY $100.00 for each day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The parties agree that the amount of $100.00 per calendar day represents a fair and reasonable estimate of the CITY'S damages.

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

4.01 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.01.A and 4.01.B below:

A. For all Lump Sum Project work, a Sum of:

Forty-Three Thousand Dollars and No Cents ($43,000.00)
(use words) (figure)

B. If the payment for the Project is based on Unit Pricing, the Contract Price shall be as set forth in the Unit Pricing portion of the Proposal.

C. The above price reflects the consideration for the performance of this Contract.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Section 5.02 of the Special Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all Contract Documents and understands the Work and Performance required in the Contract Documents and represents to the CITY that CONTRACTOR is fully capable of completing the work specified in the Contract Documents.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by CITY and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following and are incorporated into this Contract for all purposes:

1. This Contract;
2. Performance Bond;
3. If applicable, the Unit Pricing in the Proposal;
4. Payment Bond;
5. Other Bonds;
    a. Bid Bond (pages 1 to 2, inclusive);
    b. ______________________;
    c. ______________________;
6. General Conditions of Agreement;
7. Special Conditions of Agreement;
8. Any Other Documents listed in the Table of Contents of the Project Manual;
9. Any Drawings associated with the Project;
10. Addenda (if applicable);
11. Exhibits to this Contract(enumerated as follows):
    a. Notice to Proceed;
    b. CONTRACTOR'S Bid;
    c. Documentation submitted by CONTRACTOR prior to Notice of Award;
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s), if permissible under the Resolution enacted by the City.

B. There are no Contract Documents other than those listed above in this Article 7.

C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 9.09 of this Contract.

ARTICLE 8 – NOTICE

Any notice and/or statement required or permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing;

Designee: Mark Gibson	Designee: Weisinger Water Well, Inc.
Address: P.O. Box 1106	Address: 2200 E. Davis
Sherman, TX 75091	Conroe, TX 77301
	936-756-7721
	936-756-7723 (fax)

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Contract will have the meanings indicated in the General Conditions.

B. In addition to the terms in the General Conditions, the term "ENGINEER" in this Contract shall mean a person designated as the ENGINEER by the City.

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

A. CITY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability and Conflict*

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

B. If there are any conflicts between the Contract and the Contract Documents, the provisions in the Contract prevail over the provisions in the Contract Documents.

9.05 *Captions*

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

9.06 *INDEMENITY AND DUTY TO DEFEND*

A. CONTRACTOR agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses including attorneys fees, for personal injury (including death), property damage or other harm, for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of this Agreement, or by any negligent, grossly negligent, strictly liable act, or any omission of CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of this Agreement (hereinafter "Claims"); except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of CITY, its officers, agents, employees or separate contractors. In addition, this indemnification and save harmless shall apply to any imputed or actual joint enterprise liability. Furthermore, the CONTRACTOR shall acquire a policy of insurance in the maximum statutory limits for tort liability of the City naming the City of Sherman as an additional insured under its terms.

B. CONTRACTOR is expressly required to defend the CITY against all Claims for which the CITY becomes liable. In its sole discretion, CITY shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify CITY, unless such a right is expressly waived by CITY in writing by the City Manager, approved by the City Attorney, and properly authorized by the CITY'S Council. CITY reserves the right to provide a portion or all of its own defense; however, CITY is under no obligation to do so. Any such action by CITY is not to be construed as a waiver of CONTRACTOR'S obligation to defend the CITY or as a waiver of CONTRACTOR'S obligation to indemnify the CITY pursuant to this Contract. CONTRACTOR shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If CONTRACTOR fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all costs incurred by CITY in defense of Claims for which CONTRACTOR is liable under this Paragraph.

C. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the CITY under Texas law, and any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

9.08 *Deletion of Arbitration Clause*

The parties agree that Paragraph 6.03 entitled Arbitration in the General Conditions, is not binding on the parties. This paragraph is not designed to prevent the parties from mutually agreeing to select arbitration as a means of resolving any disputes related to this Contract. The parties, however, agree not to be bound by the terms of 6.03 entitled Arbitration in the General Conditions.

9.07 *Choice of Law: Venue.*

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

9.08 *Binding Authority*

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

9.09 *Entire Agreement*

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

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

This Contract will be effective on October 1, 2007 (which is the Effective Date of the Contract).

CITY: CITY OF SHERMAN, TEXAS

By: George Olson
City Manager

Attest Linda Ashby
City Clerk

Approved as to form and content:

Doreen E. McGookey
City Attorney

CONTRACTOR: WEISINGER WATER WELL, INC.

By: Scott Weisinger

JULIE A. LYNCH
Notary Public State of Texas
My Commission Expires
NOVEMBER 30, 2009

Attest
Notary Public

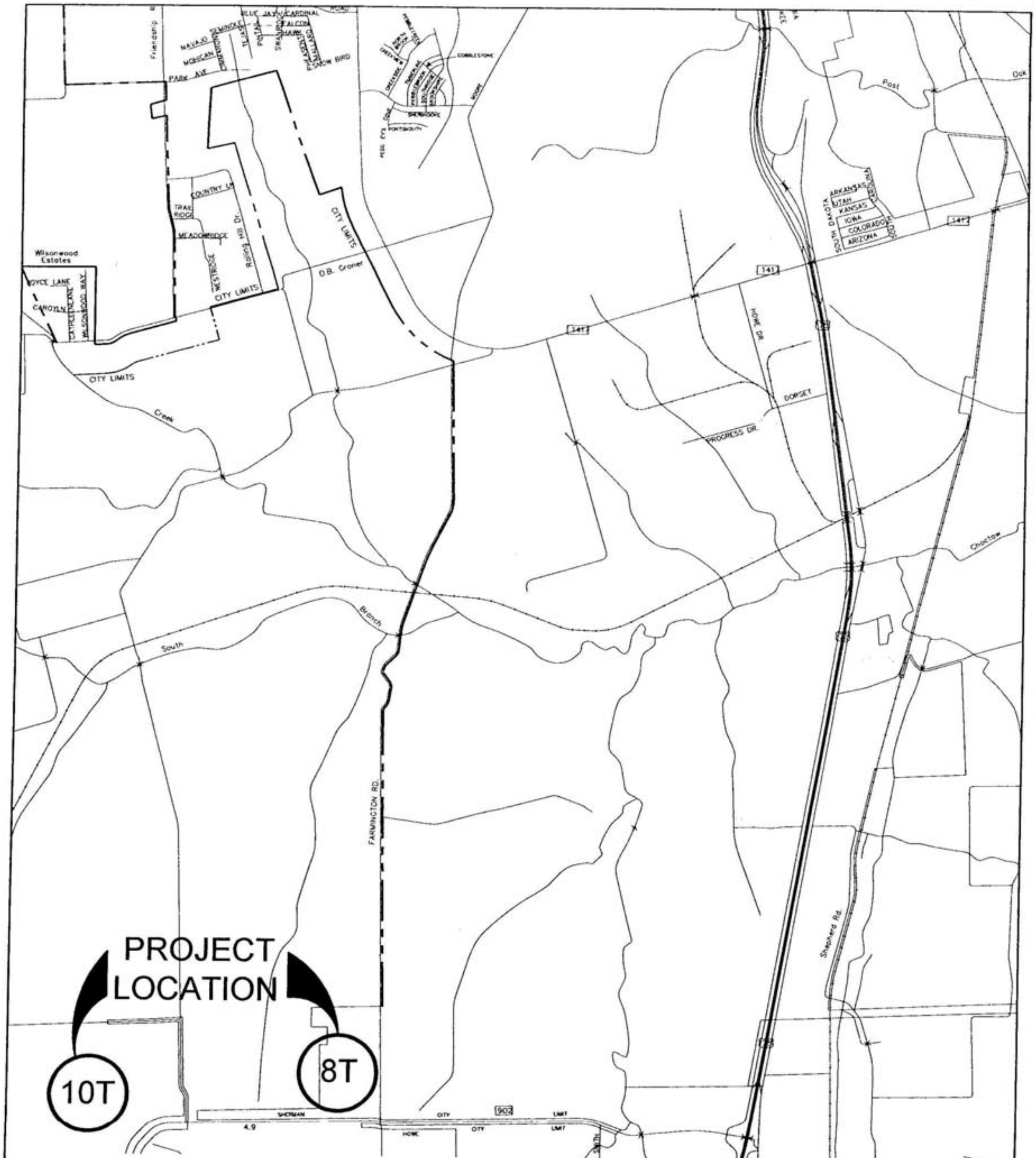
Commission Expires: 11-30-09

Agent for service of process: John Weisinger
2200 East Davis Conroe Tx 77301

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Dorchester 8Trinity Centrilift Pump

	Weisinger				Weisinger	Layne			Alsay		
Item No.	Approx.Qty.	Unit Price	Unit	Description of Item	Total Amount Bid	Approx.Qty.	Unit Price	Total Amount Bid	Approx.Qty.	Unit Price	Total Amount Bid
1	50	$350.00	HR	Mobilization, pull motor and pump	$ 17,500.00	54	$ 300.00	$ 16,200.00	70	$225.00	$15,750.00
2	1	$10,500.00	LS	Transportation of pump, motor and cable to and from shop. All replaced parts need to be transported back to City of Sherman.	$ 10,500.00	1	$ 8,800.00	$8,800.00	1	$16,800.00	$16,800.00
3	10	$350.00	HR	Bail oil and prep. Well for camera survey	$ 3,500.00	12	$ 450.00	$ 5,400.00	5	$350.00	$1,750.00
4	42. 5	$200.00	HR	Shop labor: (1) disassemble, clean, inspect pump, motor and cable. (2) Provide written report on the condition of the equipment	$ 8,500.00	200	$65.00	$ 13,000.00	60	$150.00	$9,000.00
5	1	$3,000.00	LS	Camera survey	$ 3,000.00	1	$2,500.00	$ 2,500.00	1	$3,000.00	$3,000.00
				Lump Sum	$ 43,000.00			$ 45,900.00			$46,300.00
6	40	$350.00		Additional rig time	$ 14,000.00	40	$300.00	$ 12,000.00	40	$375.00	$ 15,000.00
7				8"X20'X.322 pipe							
8				3"X1-15/16" oil tube							
9			Each	3"X1-15/16" Bronze bearing							
10			Each	1-15/16"X 20' shaft							
11			Each	8"X3" Rubber bearing							
12			Each	pump bowl 500GPM@1013TDH							
13	55	$40.00		weld lugs	$ 2,200.00	55	$100.00	$ 5,500.00	55	$165.00	$ 9,075.00
14			***	special tools rental							
15	2200	$2.90	LF	1/4" S.S. airline	$ 6,380.00	2,200	$3.40	$ 7,480.00	2,200	$3.00	$ 6,600.00
16			LF	1/4" PVC airline							
17	1	$166,000.00	LS	Centilift pump	$166,000.00	1	$168,000.00	$ 168,000.00	1	$185,000.00	$185,000.00
18			Each	8"X10'X.322 pipe							
			Each	1-15/16"X10' shaft							
19			Each	6"X 10' suction pipe w/lifting lugs							
20			Each	1-15/16"X3" oil tension nut							
21	61	$350.00	HR	reset pump	$ 21,350.00	72	$ 300.00	$ 21,600.00	85	$ 225.00	
				Total	$252,930.00			$ 260,480.00			$ 281,100.00



City of Sherman, Texas

DORCHESTER 8T and 10T WELL REPAIR

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. C.5

**** RESOLUTION NO. 5126***

Authorizing the Final Expenditure with Weisinger Water Well, Inc.
for the Dorchester #10 Trinity Well Repairs

Issue

Authorizing the final expenditure with Weisinger Water Well, Inc. for the Dorchester #10 Trinity well repairs

Background

The pump on the above referenced well has been pulled and inspected; and the well casing and screen have been camera inspected and repaired as needed. A total of $43,000.00 has been previously approved to pull the pump, inspect the pump, and camera the well and screens. The needed repairs have been decided upon; and, therefore, to complete the repair work in accordance with the bid documents, Council approval is needed for the unit price total of $188,987.00. This total is consistent with the staff's estimated cost of repairs based on their unit prices. The final repair work will reset a new submersible pump in lieu of reworking, repairing, and re-installing the old line shaft pump. The work will be accomplished under unit bid prices and City approved costs for any additional items required to complete the project.

Origination

Utilities Administration Department

Financial Consideration

Appropriations for these services were not initially budgeted for this item. Approximately $100,000.00 will be needed to cover the previously unbudgeted amounts. However, the Utility Fund overall has the flexibility to defer a potential budget amendment until later in the year, when a more complete picture of projected expenses will be available from which any budget amendment would be prepared. Utility Fund reserves are sufficient to cover the cost of this crucial repair.

Staff Recommendation

It is recommended that the City Council award the contract to Weisinger Water Well, Inc., based on their unit price total of $188,987.00 and the staff's estimated cost of repairs based on their unit prices.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5126; Contract; Bid Tabulation; Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE FINAL EXPENDITURE WITH WEISINGER WATER WELL, INC. FOR THE DORCHESTER #10 TRINITY WELL REPAIRS; 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 to expend One hundred and eighty-eight thousand and nine hundred and eighty-seven dollars ($188,987.00) to complete the final repairs of the Dorchester #10 Trinity Well in accordance with the bid and the contract that was authorized and awarded to Weisinger Water Well, Inc. in Resolution No. 5092.

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 ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN §
COUNTY OF GRAYSON §

CONTRACT
BETWEEN THE CITY OF SHERMAN AND THE CONTRACTOR

THIS AGREEMENT is by and between the **CITY OF SHERMAN** ("CITY" or "OWNER") and

WEISINGER WATER WELL, INC. (" CONTRACTOR").

The **CITY** and **CONTRACTOR**, for the consideration set forth in Article 4 of the Contract and the mutual covenants expressed in this Contract, agree as follows:

ARTICLE 1 - PROJECT

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

REPAIR OF THE DORCHESTER 10 TRINITY WELL

This Project will be completed as described in the contract documents at the at the CONTRACTOR'S sole cost and expense all the materials, supplies, machinery, equipment, tools, superintendence, labor, necessary and customary insurance, and other accessories and services necessary to complete the Project in accordance with the Contract Documents.

ARTICLE 2 – INDEPENDENT CONTRACTOR

2.01 CONTRACTOR is and throughout this Contract shall remain an INDEPENDENT CONTRACTOR and as such is the sole judge on how to perform the work required under this Contract.

ARTICLE 3 - CONTRACT TIMES

3.01 *Commencement of Contract*

A. CONTRACTOR agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the CITY and to fully complete the contract one hundred and twenty (120) days.

B. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed by CONTRACTOR as set forth in Section 105.0 of the Information for Bidders and the Notice to Proceed and shall completed and ready for final payment in accordance with paragraph 5.05 of the General Conditions.

3.03 *Liquidated Damages*

A. CONTRACTOR and CITY recognize that time is of the essence of this Contract and that CITY will suffer loss that is difficult to calculate if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with paragraph 4.02 of the General Conditions. The parties also recognize the expense, and difficulties involved with a delay make it impossible to evaluate the actual loss suffered by CITY due to the nature of this project if the Work is not completed on time. Accordingly, CITY and CONTRACTOR agree that as liquidated damages for the delay (but not as a penalty), CONTRACTOR shall pay CITY $100.00 for each calendar day that expires after the time specified in paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY $100.00 for each day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The parties agree that the amount of $100.00 per calendar day represents a fair and reasonable estimate of the CITY'S damages.

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

4.01 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.01.A and 4.01.B below:

A. For all Lump Sum Project work, a Sum of:

Forty-Three Thousand Dollars and No Cents ______ ($43,000.00)
(use words) (figure)

B. If the payment for the Project is based on Unit Pricing, the Contract Price shall be as set forth in the Unit Pricing portion of the Proposal.

C. The above price reflects the consideration for the performance of this Contract.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Section 5.02 of the Special Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all Contract Documents and understands the Work and Performance required in the Contract Documents and represents to the CITY that CONTRACTOR is fully capable of completing the work specified in the Contract Documents.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times; and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by CITY and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following and are incorporated into this Contract for all purposes:

1. This Contract;

2. Performance Bond;

3. If applicable, the Unit Pricing in the Proposal;

4. Payment Bond;
5. Other Bonds;

   a. Bid Bond (pages 1 to 2, inclusive);
   b. ______________________________;
   c. ______________________________;

6. General Conditions of Agreement;

7. Special Conditions of Agreement;

8. Any Other Documents listed in the Table of Contents of the Project Manual;

9. Any Drawings associated with the Project;

10. Addenda (if applicable);

11. Exhibits to this Contract(enumerated as follows):

    a. Notice to Proceed;

    b. CONTRACTOR'S Bid;

    c. Documentation submitted by CONTRACTOR prior to Notice of Award;

12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Written Amendments;

    b. Work Change Directives;

    c. Change Order(s), if permissible under the Resolution enacted by the City.

B. There are no Contract Documents other than those listed above in this Article 7.

C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 9.09 of this Contract.

ARTICLE 8 – NOTICE

Any notice and/or statement required or permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing;

Designee: Mark Gibson	Designee: Weisinger Water Well, Inc.
Address:	Address:
P.O. Box 1106	2200 E. Davis
Sherman, TX 75091	Conroe, TX 77301
	936-756-7721
	936-756-7723 (fax)

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Contract will have the meanings indicated in the General Conditions.

B. In addition to the terms in the General Conditions, the term "ENGINEER" in this Contract shall mean a person designated as the ENGINEER by the City.

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

A. CITY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability and Conflict*

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

B. If there are any conflicts between the Contract and the Contract Documents, the provisions in the Contract prevail over the provisions in the Contract Documents.

9.05 *Captions*

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

9.06 *INDEMENITY AND DUTY TO DEFEND*

A. CONTRACTOR agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses including attorneys fees, for personal injury (including death), property damage or other harm, for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of this Agreement, or by any negligent, grossly negligent, strictly liable act, or any omission of CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of this Agreement (hereinafter "Claims"); except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of CITY, its officers, agents, employees or separate contractors. In addition, this indemnification and save harmless shall apply to any imputed or actual joint enterprise liability. Furthermore, the CONTRACTOR shall acquire a policy of insurance in the maximum statutory limits for tort liability of the City naming the City of Sherman as an additional insured under its terms.

B. CONTRACTOR is expressly required to defend the CITY against all Claims for which the CITY becomes liable. In its sole discretion, CITY shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify CITY, unless such a right is expressly waived by CITY in writing by the City Manager, approved by the City Attorney, and properly authorized by the CITY'S Council. CITY reserves the right to provide a portion or all of its own defense; however, CITY is under no obligation to do so. Any such action by CITY is not to be construed as a waiver of CONTRACTOR'S obligation to defend the CITY or as a waiver of CONTRACTOR'S obligation to indemnify the CITY pursuant to this Contract. CONTRACTOR shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If CONTRACTOR fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all costs incurred by CITY in defense of Claims for which CONTRACTOR is liable under this Paragraph.

C. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the CITY under Texas law, and any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

9.08 *Deletion of Arbitration Clause*

The parties agree that Paragraph 6.03 entitled Arbitration in the General Conditions, is not binding on the parties. This paragraph is not designed to prevent the parties from mutually agreeing to select arbitration as a means of resolving any disputes related to this Contract. The parties, however, agree not to be bound by the terms of 6.03 entitled Arbitration in the General Conditions.

9.07 *Choice of Law: Venue.*

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

9.08 *Binding Authority*

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

9.09 *Entire Agreement*

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

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

This Contract will be effective on October 1, 2007 (which is the Effective Date of the Contract).

CITY: **CITY OF SHERMAN, TEXAS**

By: George Olson
City Manager

CONTRACTOR: **WEISINGER WATER WELL, INC.**

By: Scott Weisinger
Scott Weisinger

Attest Linda Ashby
City Clerk

Attest Julie A. Lynch
Notary Public

JULIE A. LYNCH
Notary Public, State of Texas
My Commission Expires
NOVEMBER 30, 2009

Commission Expires: 11-30-09

Agent for service of process: John Weisinger

2200 East Davis Conroe Tx 77301

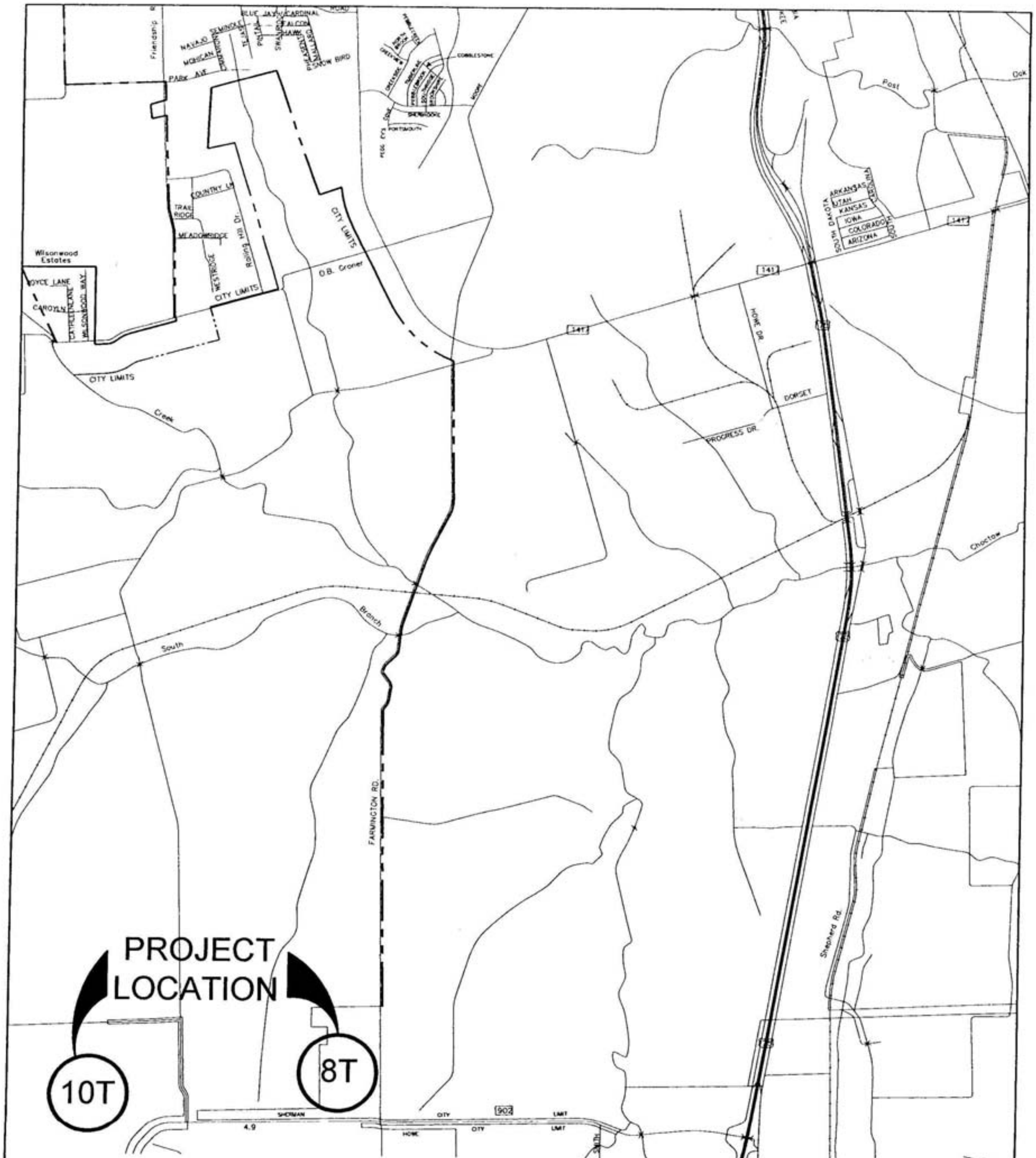
(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Approved as to form and content:

Doreen E. McGookey
City Attorney

Dorchester 10Trinity Centrilift Pump

	Weisinger				Weisinger		Layne			Alsay	
Item No.	Approx.Qty.	Unit Price	Unit	Description of Item	Total Amount Bid	Approx.Qty.	Unit Price	Total Amount Bid	Approx.Qty.	Unit Price	Total Amount Bid
1	50	$350.00	HR	Mobilization, pull motor and pump	$17,500.00	50	$300.00	$15,000.00	70	$225.00	$15,750.00
2	1	$10,500.00	LS	Transportation of pump, motor and cable to and from shop. All replaced parts need to be transported back to City of Sherman.	$10,500.00	1	$8,800.00	$8,800.00	1	$16,800.00	$16,800.00
3	10	$350.00	HR	Bail oil and prep. Well for camera survey	$3,500.00	12	$450.00	$5,400.00	5	$350.00	$1,750.00
4	42. 5	$200.00	HR	Shop labor: (1) disassemble, clean, inspect pump, motor and cable. (2) Provide written report on the condition of the equipment	$8,500.00	150	$65.00	$9,750.00	60	$150.00	$9,000.00
5	1	$3,000.00	LS	Camera survey	$3,000.00	1	$2,500.00	$2,500.00	1	$3,000.00	$3,000.00
				Lump Sum	$43,000.00		Lump Sum	$41,450.00		Lump Sum	$46,300.00
6	40	$350.00	HR	Additional rig time	$14,000.00	40	$300.00	$12,000.00	40	$275.00	$11,000.00
7			Each	8"X20'X.322 pipe							
8				3"X1-15/16" oil tube							
9			Each	3"X1-15/16" Bronze bearing							
10			Each	1-15/16"X 20' shaft							
11			Each	8"X3" Rubber bearing							
12			Each	pump bowl 500GPM@1013TDH							
13	51	$40.00	Each	weld lugs	$2,040.00	51	$100.00	$5,100.00	51	$165.00	$8,415.00
14			***	special tools rental							
15	2030	$2.90	LF	1/4" S.S. airline	$5.887.00	2,030	$3.40	$6,902.00	2030	$3.00	$6,090.00
16			LF	1/4" PVC airline							
17	1		LS	Centilift pump	$166,000.00	1	$ 165,000.00	$165,000.00			$186,500.00
18			Each	8"X10'X.322 pipe							
19			Each	1-15/16"X10' shaft							
20			Each	1-15/16"X3" oil tension nut							
21	61	$350.00	HR	reset pump	$21.350.00	70	$300.00	$21,000.00	85	$225.00	$19,125.00
				Total	$252,277.00			$251,452.00			$277,430.00



City of Sherman, Texas

DORCHESTER 8T and 10T WELL REPAIR

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. C.6

**** RESOLUTION NO. 5127***

Authorizing Acceptance and Execution of an Agreement with the Texas Department of Transportation for the 2007-2008 Aviation Division Routine Airport Maintenance Program (RAMP) Grant for the Sherman Municipal Airport

Issue
To authorize the acceptance of Texas Department of Transportation-Aviation Division (TxDOT Aviation) Routine Airport Maintenance Program (RAMP) grant for $50,000.00

Background
Each fiscal year, TxDOT Aviation offers maintenance assistance funds to all Texas airports through a 50/50 reimbursement grant program. This program has provided considerable assistance to the Sherman Municipal Airport in our efforts to meet TxDOT Aviation and Federal Aviation Agency (FAA) safety and operational requirements. This year, staff proposes to upgrade the existing underground fuel system to an above ground 12,000 gallon system. Upgrading the system will allow the City to remove the old underground tank, which is a potential environmental liability, and provide for the delivery of larger volumes of the fuel resulting in a lower per gallon cost and reduced transportation charges.

Origination
The Department of Public Works

Financial Consideration
The local share required in the TxDOT Aviation grant agreement ($50,000.00) was included in the fiscal year (FY) 2007-2008 budget. Because of the project's scope, a total of $120,000.00 was appropriated in the 2007-2008 airport budget. Under the RAMP grant, the City must incur the total cost of the project and then seek reimbursement (up to $50,000.00).

Staff Recommendation
Approve authorization of the TxDOT Aviation Division RAMP Grant for FY 2007-2008

Alternatives
As may be recommended by the City Council

Attachments
Resolution No. 5127
TxDOT Correspondence and Grant Agreement

Prepared by:
Jeffrey R. Miller, Director of Public Works

Approved by:
George Olson, City Manager

RESOLUTION NO. 5127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING ACCEPTANCE AND EXECUTION OF AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE 2007-2008 AVIATION DIVISION ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) GRANT FOR THE SHERMAN MUNICIPAL AIRPORT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to accept and execute a grant agreement with the Texas Department of Transportation on behalf of the State of Texas, for routine airport maintenance at the Sherman Municipal Airport, in accordance with the terms and provisions of the grant agreement attached hereto and incorporated herein as if set forth in its entirety.

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 ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

Texas Department of Transportation
AVIATION DIVISION
125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

October 18, 2007

Mr. Jeff Miller
Director of Public Services, City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106

TxDOT Project No.: AM 2008SHRMN
TxDOT CSJ No.: M801SHRMN

Dear Mr. Miller:

Enclosed are several documents that must be completed by the City of Sherman in order to initiate the fiscal year 2008 routine maintenance grant for the Sherman Municipal Airport, TxDOT CSJ Number M801SHRMN. Please review the instructions in this transmittal letter for completing the documents and **return the accepted agreements as soon as possible but not later than November 30, 2007**. **A notice to proceed for the work may not be issued until this grant is fully executed.** We are most pleased to provide any assistance possible to help complete this project in a timely manner.

Enclosed are two copies of the Grant for Routine Airport Maintenance Program between the City of Sherman, as airport sponsor, and the Texas Department of Transportation. The grant agreement contains three additional Certifications - Attachment A – Scope of Services, Certification of Airport Fund, Designation of Sponsor's Authorized Representative. We request that you proceed as expeditiously as possible to execute the Agreement and complete the Certifications. It will be necessary for your attorney to endorse your acceptance of the Agreement to assure that it has been accepted in accordance with local laws. Both copies of the Agreement and Certifications should have original signatures for acceptance.

Please return both copies of the fully signed and witnessed documents to the Texas Department of Transportation - Aviation Division, 125 E. 11th Street, Austin, Texas 78701-2483.

It is our understanding that the City of Sherman will procure the services required for the work as described on Attachment A of the Agreement and will request reimbursement for 50% of the actual eligible costs from the State. If you have questions concerning the enclosed documents, please contact me at 1-800-687-4568. The Texas Department of Transportation looks forward to working with you on the maintenance work for your community's airport.

Sincerely,

Megan Caffall

Megan Caffall
Grant Manager

cc: Stacy Hatcher, Paris District

Enclosures

TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project No.: AM 2008SHRMN
TxDOT CSJ No.: M801SHRMN

Part I - Identification of the Project

TO: The City of Sherman, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Sherman, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code, Chapter 21.

The project is for **airport maintenance** at the Sherman Municipal Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

   State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or $50,000.00, which ever is less, per fiscal year and subject to availability of state appropriations.

   The Sponsor may request the State to provide mowing services, services to be provided at the discretion of the State. However, mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of costs of any mowing services.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2008, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

   It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding .

   The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

   Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

   The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

   The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:

   a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and

   b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and

   c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and

   d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

   e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and

   f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

   g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain avigation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

   If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

   a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;

   b. enter into contracts as necessary for execution of scope of services;

   c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

   d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;

   e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

   f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

   b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Sherman, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _________ day of __________________, 20___.

City of Sherman, Texas
Sponsor

Witness Signature	Sponsor Signature
Witness Title	Sponsor Title

Certificate of Attorney

I, ________________________, acting as attorney for ________________________, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at __________________, Texas, this ______ day of _________________, 20___.

Witness Signature	Attorney's Signature
Witness Title	

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:____________________________________

Date:__________________________________

Attachment A
Scope of Services

TxDOT CSJ No.:M801SHRMN

Eligible Scope Items:	Estimated Costs	State Share	Sponsor Share
	Amount A	Amount B	Amount C
PAVEMENTS	$0.00	$0.00	$0.00
GENERAL MAINTENANCE	$0.00	$0.00	$0.00
PAVEMENT MARKINGS	$0.00	$0.00	$0.00
GRADING/DRAINAGE	$0.00	$0.00	$0.00
MISCELLANEOUS	$100,000.00	$50,000.00	$50,000.00
Total	$100,000.00	$50,000.00	$50,000.00

Accepted by: City of Sherman, Texas

____
Signature

Title:__________________________________

Date:__________________________________

Notes: (explanations of any specifications or variances as needed for above scope items)_______

MISCELLANEOUS – Sponsor to contract for upgrade to existing fuel system according to NFPA 407 and ATA 103, professional services for preparation/update of SWPPP and SPCC Plans

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M801SHRMN

The City of Sherman does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Sherman, Texas
(Sponsor)

By:______________________________

Title:______________________________

Date:______________________________

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M801SHRMN

The City of Sherman designates, ____
(Name, Title)
as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

City of Sherman, Texas
(Sponsor)

By:______________________________________

Title:____________________________________

Date:____________________________________

DESIGNATED REPRESENTATIVE

Mailing Address:________________________________

____

____

Overnight Mailing Address:______________________

____

____

Telephone/Fax Number:__________________________

____

Email address (if available):______________________

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. C.7

**** RESOLUTION NO. 5128***

Authorizing the Execution of an Agreement with TAHC 1, LLC. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 806 South Charles Street

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 806 South Charles 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 abatements.

Origination

TAHC 1, LLC., Applicant

Financial Consideration

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately $240.00 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. 5128
Residential Tax Abatement Agreement
Application
Building Permit Application
Warranty Deed
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH TAHC 1, LLC. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 806 SOUTH CHARLES 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 TAHC 1, LLC., and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with TAHC 1, 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 806 South Charles 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 ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY,
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 **TAHC 1, LLC.**, a corporation of the State of Texas, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 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. 4685) 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 16th day of June, 2003;

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, 2007, and continuing for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016 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 2007, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2007	100%
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	80%
2014	60%
2015	40%
2016	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 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, 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 the following location:

Being Lots 9 and 10, Block 27 of the William Elliot Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 806 South Charles Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 205 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 PO Box 1106 Sherman, Texas 75091-1106 (903) 892-7200	TAHC 1, LLC. 12651 Briar Forest Dr. #190 Houston, Texas 77077 (281) 496-0565

Copy to: Grayson Appraisal District
205 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 ___________________________, 2007.

CITY:
CITY OF SHERMAN, TEXAS

BY: ___________________________

GEORGE OLSON

CITY MANAGER

ATTEST:

BY: ___________________________

LINDA ASHBY
CITY CLERK

OWNER:
TAHC 1, LLC.

BY: ___________________________

NAME: _______________________

TITLE: _______________________

(CORPORATE SEAL)

Notary Public: ____________________

Commission Exp.____________________
License No (where applicable):________________

APPROVED AS TO FORM:

____
DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner: Building Permit

Name: TAHC I, LLC

Mailing Address: 12651 Briar Forest Dr. #190 Houston, TX 77077

Telephone Number: 281-496-0565

Contact (if different than owner):

Name: Benny Risner

Mailing Address: SAme

Telephone Number: SAme

Property:

Physical Address: 806 S. Charles St. Sherman, TX 75090

Summary Legal Description: Lot: 9&10 Block: 27 Addition: William Elliott 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: 10-19-07

Estimated Date of Completion of Project: 11-19-07

Description of Project: New Home 3/2

Applicant(s): Benny J Risner Date: 10/19/07

SHERMAN

P.O. BOX 1106, SHERMAN, TEXAS 75091-1106

BUILDING PERMIT APPLICATION

PERMIT NUMBER 596
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME	SUBDIVISION OR SURVEY	LOT	BLOCK	CENSUS TRACT
806 S. Charles st.	W. Elliotts	8	27	

FLOOD ZONE ______ E. ZONING ______ TIME TO COMPLETE 180 DAYS

BASE FLOOD ELE. ______ FIRE ZONE ______

1ST FLOOR ELE. ______ PLANS ______

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
- 1 ☑ NEW BUILDING
- 2 ☐ ALTERATION
- 3 ☐ REPAIR, Replacement
- 4 ☐ MOVING (relocation)
- 5 ☐ FOUNDATION ONLY

B. OWNERSHIP
- 1 ☑ PRIVATE (Individual, corporation, non profit institution, etc.)
- 2 ☐ PUBLIC (Federal, state, or local government)

C. COST $ 59,900

D. FEE ______

Sq. Ft. Main Bldg. 1040
Accs. Bldg. ______

DESCRIPTION OF REPAIRS:

Construction of new single Family Home 3/2/0

Red River Plumbing

Beste Electric LLC

4 star Fabricators & Services Inc

III BUILDING SPECS.

New Buldg. and Additions - Fill Out Parts F. - M.

Wrecking - Fill Out Part K Only

All Others Skip to IV

F. PRINCIPAL TYPE OF FRAME
- ☐ MASONRY (wall bearing)
- ☑ WOOD FRAME
- ☐ STRUCTURAL STEEL
- ☐ REINFORCED CONCRETE
- ☐ OTHER - SPECIFY ______

H. TYPE OF SEWAGE DISPOSAL
- ☑ PUBLIC OR PRIVATE CO.
- ☐ INDIVIDUAL (Septic tank, etc.

I. TYPE OF WATER SUPPLY
- ☑ PUBLIC OR PRIVATE CO.
- ☐ INDIVIDUAL (well, cistern)

K. DIMENSIONS

Number of Stories 1 26'x40' (1040)

TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS ______

TOTAL LAND AREA SQ. FT. 1040

L. No. OFF-STREET PARKING SPACES

ENCLOSED ______

OUTDOORS 3

G. Principal Type of Heating Fuel
- ☐ GAS ☐ OIL
- ☑ ELECTRICITY ☐ COAL
- ☐ OTHER ______

J. ADDITIONAL INFO

RESIDENTIAL TAX ABATEMENT ☑ YES ☐ NO

WILL THERE BE AN ELEVATOR? ☐ YES ☑ NO

M. RESIDENTIAL BLDG. ONLY

No. of Bedrooms 3 No. of Bathrooms Full 2 Partial ______

IV IDENTIFICATION

	NAME	MAILING ADDRESS	PHONE
1. OWNER	TAHC 1	860 Brown Rd. Sherman, TX.	(903) 821-8828
2. CONT.	Nontex HomesLLC	" "	"
3. Architect			

The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman

David E. Kight — 860 Brown Rd. Sherman, TX. — 10/13/07

SIGNATURE OF APPLICANT — ADDRESS — DATE

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED 10-16 20 07 DENIED ______ 20 ______

Buddy Seale

BUILDING OFFICIAL SIGNATURE

127-015-88 White - File Pink - Owners Application Yellow - Tax Office Green - File

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

GENERAL WARRANTY DEED

THE STATE OF TEXAS *

COUNTY OF GRAYSON * KNOW ALL MEN BY THESE PRESENTS:

That the **KIGHT FAMILY LIMITED PARTNERSHIP #1, a Texas Limited Partnership, also known as Kight Family Limited Partnership 1,** for and in consideration of the sum of TEN AND NO/100THS ($10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged herein, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto **TAHC 1, LLC, a Texas Limited Liability Company,** the following described real property in Grayson County, Texas, to-wit:

> BEING Lots Nine (9) and Ten (10), in Block Twenty-Seven (27), of the WILLIAM ELLIOTT ADDITION, an Addition to the City of Sherman, Texas, as shown by plat of record in Vol. 138, Page 265, Deed Records, Grayson County, Texas.
>
> SAVE AND EXCEPT and there is hereby excepted from the warranties herein conveyed all prior reservations of any oil, gas, and other minerals, easements, and restrictive covenants and conditions of record in the County Clerk's Office, Grayson County, Texas.

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, Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTEE'S MAILING ADDRESS:

TAHC 1, LLC, a Texas Limited Liability
Company
12651 Briar Forest Drive, #190
Houston, TX 77077

ACKNOWLEDGMENT

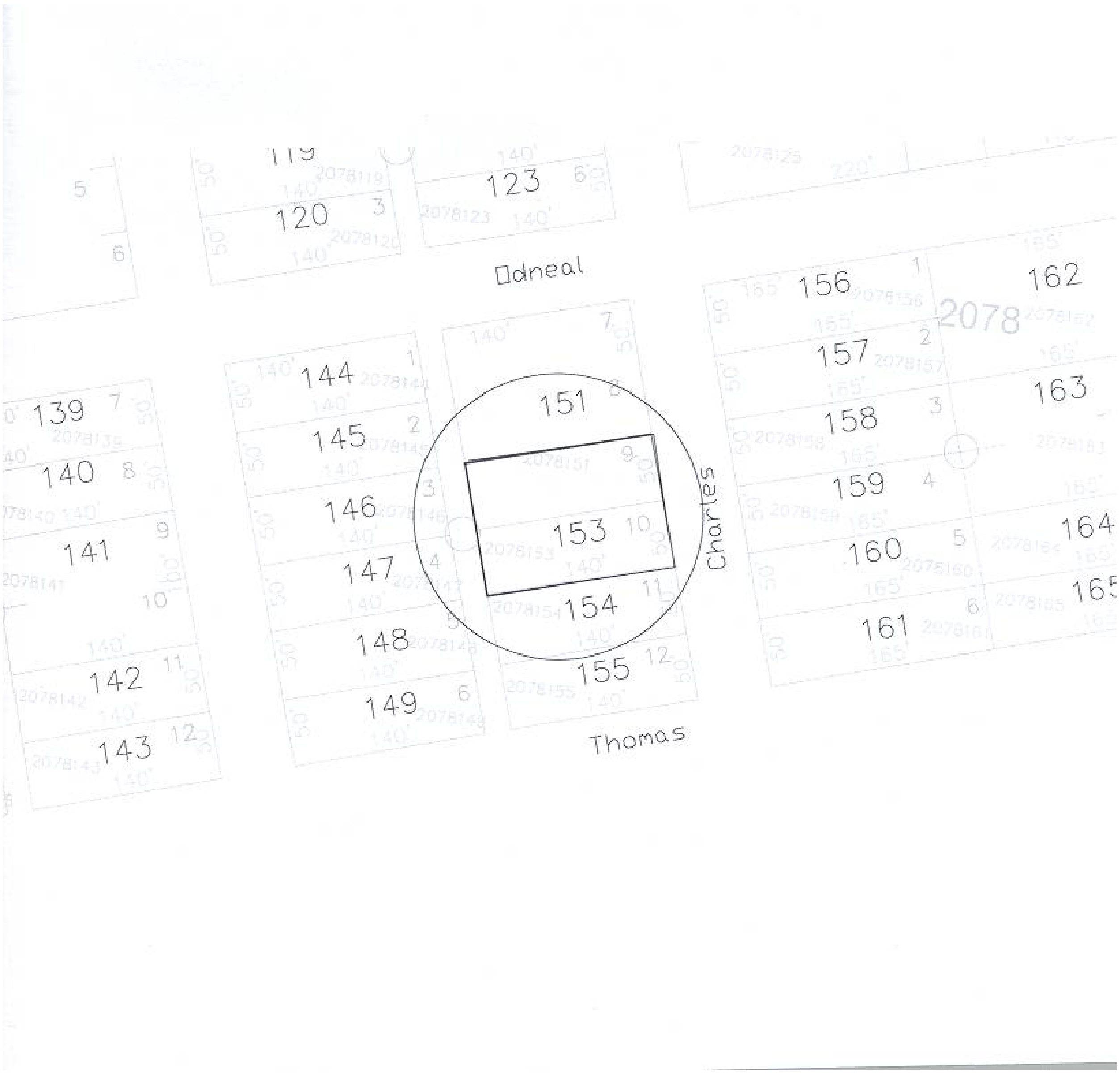
STATE OF TEXAS *

COUNTY OF GRAYSON *

This instrument was acknowledged before me on the 16 day of October, 2007, by DAVID E. KIGHT in the capacity of General Partner for the **KIGHT FAMILY LIMITED PARTNERSHIP #1, a Texas Limited Partnership,** on its behalf and in the capacity therein stated.

JANA L INGHAM
MY COMMISSION EXPIRES
March 22, 2008

Jana L. Ingham
Notary Public, State of Texas



Odneal
Charles
Thomas
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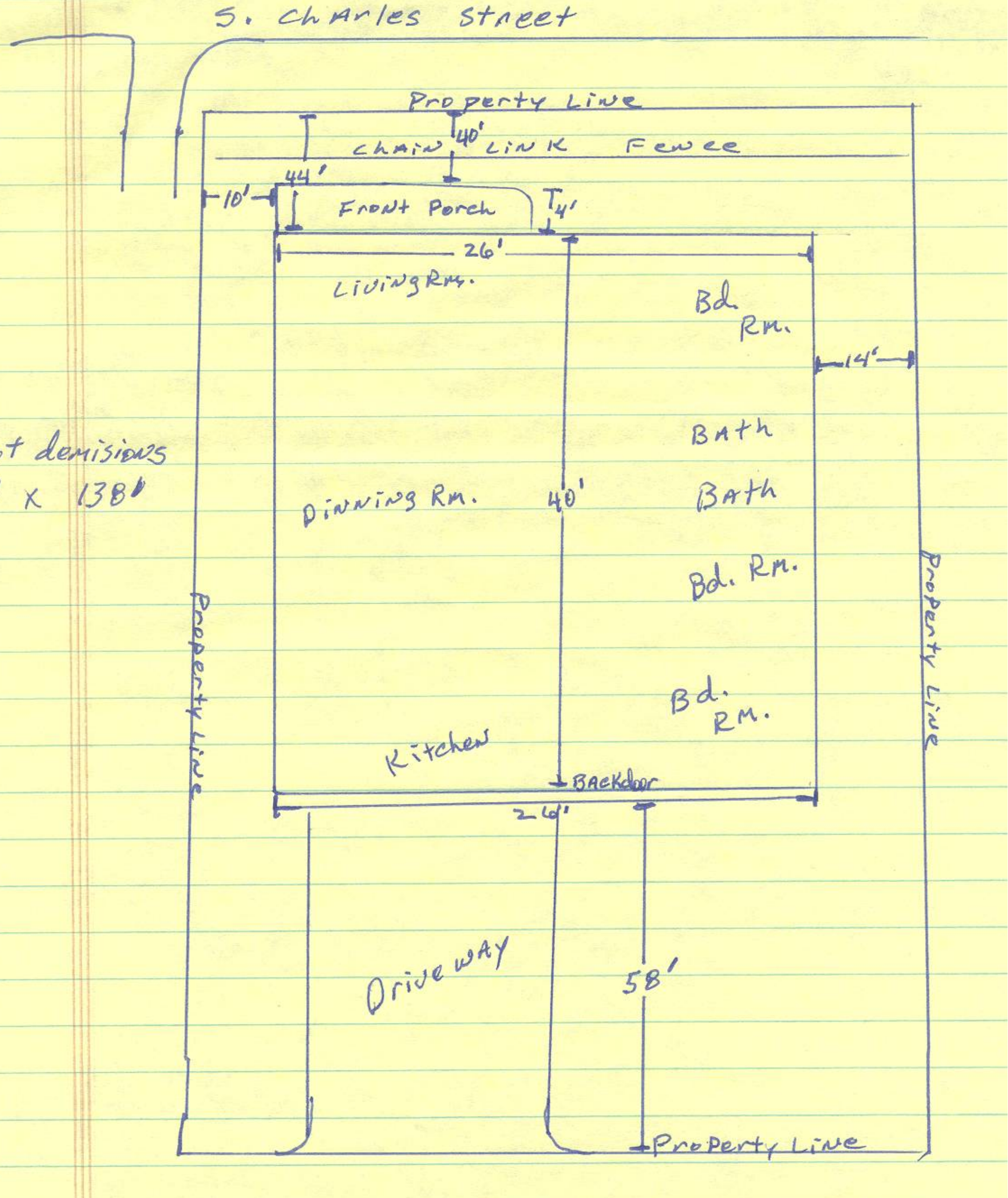
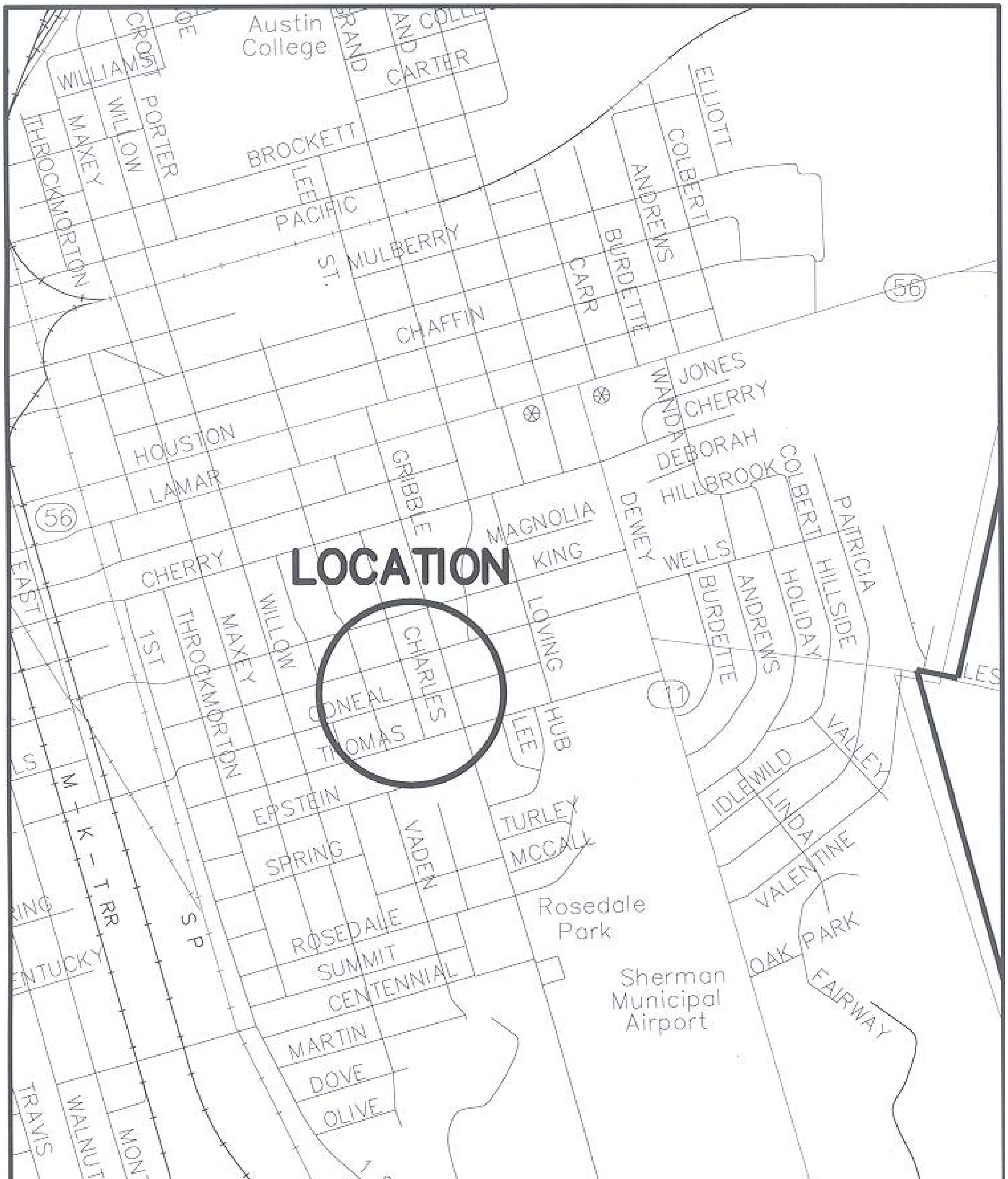
N

Site PlAN FOR 806 S. Charles st. (Legal: Lot 8 BK. 27 W. Eleliots)



Lot demisions
50' x 138'



806 S. CHARLES

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. C.8

**** RESOLUTION NO. 5129***

Authorizing the Execution of an Agreement with Barton Capital, LTD. or the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1426 East Odneal Street

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 1426 East Odneal 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 abatements.

Origination

Barton Capital, LTD., Applicant

Financial Consideration

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately $220.00 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. 5129
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1426 EAST ODNEAL 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 Barton Capital, LTD. and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Barton Capital, LTD. 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 1426 East Odneal 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 ________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____

DOREEN E. MCGOOKEY,
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 **BARTON CAPITAL, LTD.**, a corporation of the State of Texas, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 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. 4685) 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 16th day of June, 2003;

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, 2007, and continuing for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016 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 2007, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2007	100%
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	80%
2014	60%
2015	40%
2016	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 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, 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 the following location:

Being Lot 70 and 71, of the Frank S. Ham's South Highland Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 1426 East Odneal Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 205 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
PO Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Barton Capital, LTD.
715 Hwy 75 South
Sherman, Texas 75090
(903) 868 - 4201

Copy to: Grayson Appraisal District
205 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 __________________________, 2007.

CITY:
CITY OF SHERMAN, TEXAS

BY: ___________________________

GEORGE OLSON

CITY MANAGER

ATTEST:

BY: ___________________________

LINDA ASHBY
CITY CLERK

OWNER:
BARTON CAPITAL, LTD.

BY: ___________________________

NAME: ________________________

TITLE: ________________________

(CORPORATE SEAL)

Notary Public: ____________________

Commission Exp.___________________

License No (where applicable):______________

APPROVED AS TO FORM:

____

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

Mailing Address: 715 S. HWY 75 SHERMAN, TX 75090

Telephone Number: 903 - 868 - 4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 1426 E. O'dneal

Summary Legal Description: Lot: 70/71 Block: ________ Addition: FRANK HARRIS Add

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: $55,000

Estimated Date of Start of Construction: 11-1-07

Estimated Date of Completion of Project: 12-30-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): [signature] Date: 11-1-07

0104222

00021221 OR 4312 469

WARRANTY DEED

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

a married man not joined as subject property constitutes no part of homestead

THAT **DAN M. SHAW** and **JO HELEN SHAW PAGE** - Also know as Jo Helen Shaw Page Albin, a married woman not joined as subject property constitutes no part of homestead

(Hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations cash in hand paid by **BARTON CAPITAL, LTD.**

whose address is 715 S. Hwy 75, Sherman, Texas, 75090,

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed.

Have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

BEING SITUATED IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING A PART OF THE GEORGE B. PILANT SURVEY AND BEING LOTS NOS SEVENTY (70) AND SEVENTY-ONE (71) OF FRANK S. HAM'S SOUTH HIGHLAND ADDITION TO SHERMAN, TEXAS, AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN VOLUME 163, PAGE 149 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee.

This conveyance is made and accepted subject to (i) any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, to the extent that they are in force and effect; (ii) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, to the extent that they are applicable and enforceable; (iii) any and all easements, rights of way and encroachments that are apparent, including any utilities buried beneath the surface of the ground; and (iv) all rights of parties in possession of any part of the Property.

When this deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors or administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed on this the 27 day of August, 2007.

Dan M. Shaw
DAN M. SHAW

Jo Helen Shaw Page Albin
JO HELEN SHAW PAGE Albin

THE STATE OF TEXAS

COUNTY OF GRAYSON

This instrument was acknowledged before me this 27 day of August, 2007, by DAN M. SHAW and JO HELEN SHAW PAGE.

NOTARY PUBLIC - STATE OF TEXAS

JENA P. BARRON
Notary Public
STATE OF TEXAS
My Commission
Expires 01/23/2010

SHERMAN

P.O. BOX 1106, SHERMAN, TEXAS 75091-1106

BUILDING PERMIT APPLICATION

PERMIT NUMBER 641
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME	SUBDIVISION OR SURVEY	LOT	BLOCK	CENSUS TRACT
1426 E. Odneal	FRANKHAMS ADD.	70/71		

FLOOD ZONE ______ E. ZONING ______ TIME TO COMPLETE 180 DAYS

BASE FLOOD ELE. ______ FIRE ZONE ______

1ST FLOOR ELE. ______ PLANS ______

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1 ☒ NEW BUILDING
2 ☐ ALTERATION
3 ☐ REPAIR, Replacement
4 ☐ MOVING (relocation)
5 ☐ FOUNDATION ONLY

B. OWNERSHIP
1 ☒ PRIVATE (Individual, corporation, non profit institution, etc.)
2 ☐ PUBLIC (Federal, state, or local government)

C. COST $56,400.00
D. FEE 25.00
Sq. Ft. { Main Bldg. 945; Accs. Bldg. ______

DESCRIPTION OF REPAIRS:
NEW HOME CONSTRUCTION

PESTE ELECTRIC 903-564-5097

RED RIVER PLUMBING 903-821-5715

MARRY & SONS 903-892-3060

#35 Shermwater

III BUILDING SPECS.

New Buildg. and Additions - Fill Out Parts F. - M.
Wrecking - Fill Out Part K Only
All Others Skip to IV

F. PRINCIPAL TYPE OF FRAME
☐ MASONRY (wall bearing)
☒ WOOD FRAME
☐ STRUCTURAL STEEL
☐ REINFORCED CONCRETE
☐ OTHER - SPECIFY ______

G. Principal Type of Heating Fuel
☐ GAS ☐ OIL
☒ ELECTRICITY ☐ COAL
☐ OTHER ______

H. TYPE OF SEWAGE DISPOSAL
☒ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (Septic tank, etc.

I. TYPE OF WATER SUPPLY
☒ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (well, cistern)

J. ADDITIONAL INFO
RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO
WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO

K. DIMENSIONS
Number of Stories 1
TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 1305
TOTAL LAND AREA SQ. FT. 12,780

L. No. OFF-STREET PARKING SPACES
ENCLOSED ______
OUTDOORS 2

M. RESIDENTIAL BLDG. ONLY
No. of Bedrooms 2
No. of Bathrooms: Full 2; Partial ______

IV IDENTIFICATION

	NAME	MAILING ADDRESS	PHONE
1. OWNER	Cupid Investment	715 S. Hwy 75 Sherman, Texas	868-4201
2. CONT.			813-6120
3. Architect			

The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman

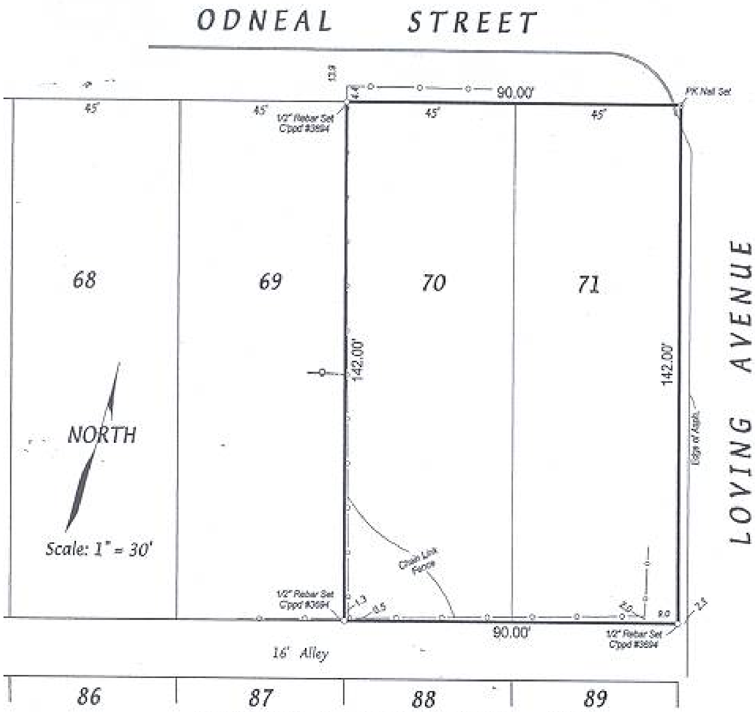
SIGNATURE OF APPLICANT ______ ADDRESS ______ DATE 11-1-07

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED ______ 20 ____ DENIED ______ 20 ____

BUILDING OFFICIAL SIGNATURE

127-015-88 White - File Canary - Owners Application Pink - Tax Office Gold - File



SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: BARTON CAPITAL LTD.

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 31 st day of October, 2007 of the following described property:

Lots SEVENTY (70), and SEVENTY ONE (71) of FRANK S. HAM'S SOUTH HIGHLAND ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 163, Page 149, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as **1426 E. ODNEAL STREET, SHERMAN, TEXAS** and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.

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

STATE OF TEXAS REGISTERED MARSHALL SARTIN 3694 PROFESSIONAL LAND SURVEYOR

1426ODNE.pcs

1426 EAST ODNEAL

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. D.1

**** REQUEST TO ADVERTISE***
Purchase of Four Police Patrol Vehicles

Issue
To consider a request to advertise for the purchase of four police patrol vehicles

Background
The Police Department rotates the older patrol vehicles out of the patrol fleet each year to insure reliable and safe equipment for our officers and the citizens they transport. This year, we have budgeted to purchase four new replacement vehicles consisting of four Ford Crown Victoria Police Interceptors. Once replaced with the new police patrol vehicles, the four designated older units would be rotated out of the fleet and sold via the City's online auction at www.renebates.com.

Origination
Police Department

Financial Consideration
$90,000.00 was appropriated for these purchases in the FY 2007-08 Budget.

Staff Recommendation
It is requested that the staff be authorized to advertise for the purchase of five police patrol vehicles.

Alternatives
Defer the needed replacement of police vehicles, although this alternative is not recommended.

Attachments
None

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. D.2

**** REQUEST TO ADVERTISE***
Police Uniforms

Issue
The 2004 police uniform contract will expire in December 2007. A new supplier needs to be secured to continue providing uniforms to our officers.

Background
After a bid process, the City enters into a one-year initial contract, including four one-year renewal options, with a vender to supply uniforms to the Police Department. This agenda item is to permit the advertisement for the contract to provide the needed uniforms.

Origination
Police Department

Financial Consideration
The uniform bidding process allows the Police Department to obtain the best rate for uniforms based on the required specifications. The cost to advertise is expected to be less than $150.00.

Staff Recommendation
It is recommended that the Council approve the request to advertise for police uniforms.

Alternatives
Purchase uniforms from various vendors at fluctuating prices.

Attachments
None

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. D.3

**** REQUEST TO ADVERTISE***
Annual Supply of Chemicals

Issue
To consider a request to advertise for an annual supply of chemicals for fiscal year 2007-2008

Background
Annually, the City requests bids for the supply of our industrial chemical purchases, primarily for use at the Water Treatment Plant and the Wastewater Treatment Plant.

Origination
Department of Utilities Administration

Financial Consideration
Funds for the purchase of chemicals were appropriated in the recently approved budget for fiscal year 2007-2008. Advertising costs are estimated to be about $150.00.

Staff Recommendation
It is recommended that the City Council approved the advertising related to the purchase of the annual supply of chemicals.

Alternatives
As may be directed by the City Council

Attachments
None

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. D.4

**** PAYMENT APPROVAL***

Texas Commission on Environmental Quality Annual Consolidated Water Quality Assessment Fee for Fiscal Year 2007-2008: $67,245.00

Issue

To approve payment of the annual Consolidated Water Quality Assessment Fee to the Texas Commission on Environmental Quality (TCEQ) for fiscal year (FY) 2007-2008: $67,245.00

Background

This fee is imposed to fund the Clean Rivers Program and to pay TCEQ expenses for administering water quality programs, including our wastewater permit. It is calculated based upon permitted flow and pollutant loadings. TCEQ charges $700.00 per million gallons per day (MGD) of flow and $15.00 per pound of traditional pollutant (oxygen demand, suspended solids, and ammonia) as allowed in our permit. They also charge major facilities (which our plant is considered to be) an additional $2,000.00. Accordingly, our assessed fee is $67,245.00. This is the same amount we paid last year. TCEQ must receive payment of this fee by November 30, 2007, or late penalties will be applied.

Origination

TCEQ

Financial Consideration

Funds for this expenditure are budgeted and available in the fiscal year 2007-2008 budget.

Staff Recommendation

It is recommended the City Council approve payment of this $67,245.00 fee to TCEQ.

Alternatives

As may be directed by the City Council

Attachments

TCEQ Invoice
TCEQ Fee Estimate Report
Wastewater Fee History

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INVOICE

COMPANY: SHERMAN, CITY OF
ACCOUNT: 23001889

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT - KEEP TOP PORTION FOR YOUR RECORDS - PAGE 1

ACCOUNT NO.	THIS INVOICE REFLECTS ALL PAYMENTS RECEIVED THROUGH:	LATE FEES	BALANCE DUE
23001889	OCT17,06	0.00	67,245.00

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
OCT31,06	CWQ0016196	PERMIT 010329-001 FY07 CWQ ASSESSMENT FE	67,245.00	67,245.00

PLEASE RETURN COUPON WITH PAYMENT. FOR QUESTIONS CONCERNING CHARGES OR SITE LOCATION, PLEASE CALL 512-239-4671. 67,245.00

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

CEQ VIPP Form AR41A 02-16-06

OCT17,06

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

ACCOUNT NO.	BALANCE DUE
23001889	67,245.00

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED. PLEASE INDICATE ADDRESS CHANGE ON BACK

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

SHERMAN, CITY OF
ATTN: WASTEWATER SUPERINTENDEN

PO BOX 1106
SHERMAN TX 750911106

0023001889 1533360 00067245001130061

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
WASTEWATER TREATMENT FACILITY
CONSOLIDATED WATER QUALITY FEE ESTIMATE REPORT FOR FY 2007

Customer Name: SHERMAN, CITY OF

PO BOX 1106
SHERMAN TX 75091-1106

Permit Number : WQ0010329-001

Facility Name : POST OAK WWTP

Permit Type : Public Domestic

Customer Name : SHERMAN, CITY OF

Account Number: 0023001889

Permit Categories	Value	Fee Assessment
Flow:		$ 11,200.00
Contaminated	16.000000 mgd	
Uncontaminated	0.000000 mgd	
Pollutants:		$ 54,045.00
Oxygen Demand	1334.000 lb/day	
Total Suspended Solids	2002.000 lb/day	
Ammonia	267.000 lb/day	
Stormwater	NO	$ 0.00
Major	YES	$ 2,000.00
Toxicity	0	$ 0.00
Retention	NO	
	Total Fee Assessed	$ 67,245.00

***** This is NOT a bill. Do NOT pay !!! *****

Outfall	Flow	(type)	OD	TSS	Ammonia
1 OTFL 001 TPDES	16.000000	(C)	1334.000	2002.000	267.000

(c:\data\wck_potw\wwfeehist)

WASTEWATER FEE HISTORY

FY	Water Quality Assessment ($)	Waste Treatment ($)	Consolidated Water Quality ($)	Total WW Fees ($)
1995	16518	11000	--	27518
1996	16518	11000	--	27518
1997	12600	11000	--	23600
1998	20007	11000	--	31007
1999	20007	11000	--	31007
2000	12600	21744	--	34344
2001	18012	25000	--	43012
2002	18012	25000	--	43012
2003	(Replaced with Consolidated WQ Assessment fee)		73260	73260
2004	--	--	67245	67245
2005	--	--	67245	67245
2006	--	--	67245	67245
2007	--	--	67245	67245

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. D.5

OTHER BUSINESS

Consider Request of Downtown Sherman Preservation & Revitalization to Temporarily Close Certain Streets for the Annual Sherman Christmas Parade on Friday, December 7, 2007

Issue

Downtown Sherman Preservation & Revitalization has submitted a request to close certain streets in the Downtown area for the annual Sherman Christmas Parade on Friday, December 7, 2007.

Background

Downtown Sherman Preservation & Revitalization has requested that they be allowed to line up for the Parade behind the Library at Walnut and Mulberry. In addition, they have requested that Walnut Street and Montgomery Street be barricaded at various intersections beginning at 5:30 p.m., where the floats will be lined up and judged by 6:30 p.m., with the parade beginning as close to 7:00 p.m. as possible. A copy of this requested barricading, as well as their proposed parade route, is attached.

The Snowflake Festival will begin at 4:00 p.m. on the day of the Christmas Parade. To accommodate the event, its vendors and a reviewing stand, they would like the parking spaces blocked on the north and east sides of the Grayson County Courthouse (Houston Street and Travis Street). Upon completion of the Parade, Santa Claus will proceed to the Courthouse and the reviewing stand.

The event will require traffic control assistance, barricades, and emergency medical support from the City of Sherman. **The City's antique fire truck will be provided for the Council to ride in the Christmas Parade. Please arrive at least 20 minutes early at the Parade vehicle line-up site to participate. Also, spouses, children, and grandchildren are welcome to ride with the Council.**

Origination

Mr. Deron McCraw, Director of Downtown Sherman Preservation & Revitalization

Financial Consideration

Labor and equipment to provide traffic control assistance, implement barricade placement and removal, and provide emergency medical support.

Staff Recommendation

It is recommended that the City Council approve this request and authorize the necessary traffic support, control and assistance to accommodate the event.

Alternatives

Select another date, time or location for the proposed activities.

Attachments

Letter from Mr. Deron McCraw dated November 6, 2007; Parade Entry Form and Related Information; Map of Proposed Route; and Barricade Location Map

Prepared and Approved by:
George Olson, City Manager

November 6, 2007

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

Dear George:

The annual Sherman Christmas Parade is once again in the planning stages for Friday December 7th. Floats and other entries are to be in line-up position by 6:30 pm. The parade will begin as close to 7:00 pm as possible.

The Snowflake Festival will once again coincide with the Parade. The Festival will begin at 4:00 pm on Friday December 7th . We would like to have the parking spaces on the North and East sides of the Courthouse (Houston St. and Travis St.) blocked off to allow for set up of vendors, the reviewing stand, etc.

Please find attached an entry form with pertinent details, along with a map showing the Parade route and the streets used for line-up.
Street closures along the line-up route:

1. North side-Houston and Walnut
2. North - Houston and Montgomery
3. West – Mulberry and Montgomery
4. West – Wall and Walnut
5. West – Walnut and Pecan
6. North – Walnut and Washington

Street closures along the Parade route:

1. Houston and Travis
2. Lamar and Travis
3. Lamar and Crockett
4. Crockett and Wall
5. Crockett and Pecan
6. Crockett and Mulberry

As usual John Murphy will be heading up the logistics so please feel free to contact John or myself with any questions.

Thanks.

Deron McCraw

2007 Sherman Christmas Parade

Presented by Downtown Sherman Preservation & Revitalization and Grayson Home Health

Silver Bells

Friday December 7th 7:00 PM
Downtown Sherman

Parade Entry Form

Name Of Group____
Person in Charge______________________ Daytime Phone____________
Address_________________________ City / State / Zip______________
E-mail____

Category (check one)

___Commercial Float ___Non-Commercial Float ____ Performance Group
___Equestrian ___ Decorated Car / Truck ____ Decorated Motorcycle

Describe Entry In Detail

____
____
____
____

Number of people_________ Estimated length______________
Music? _____Yes _____No

* **Performance groups** will have the option of 30 seconds to perform in front of the reviewing stand. A performance group could be a dance troupe, a lawn chair or briefcase brigade, cheerleaders or any group that has a synchronized or choreographed performance. Strict adherence to the 30-second time limit will be enforced to prevent a parade bottleneck. Performance groups may ride through the parade route, but loading and unloading time counts in the allotted 30 seconds.

Return entry form & $5 entry fee on or before Wednesday November 21 to:
Downtown Sherman Preservation & Revitalization
Post Office Box 2054
Sherman, Texas 75091 – 2054
Please call 903.957.0310 for additional information.

Entries Received after November 21st require $50 Late Entry Fee.

....

CASH PRIZES Will Be Awarded in All Categories!!!

2007 Sherman Christmas Parade

Friday, December 7th – Line-up begins at 5:30 PM.
All entire must be in position NO later than 6:30 PM
Judging will take place en route. Winners will be announced at the end of the Parade.
Parade begins at 7:00 PM
Entry fee is $5.00
Entry deadline is November 21st
Entries received after November 21st subject to $50 late fee

RULES:
All entries must be decorated in accordance with the theme "Silver Bells" to be eligible for cash prizes.
Exact number of cars required on form so line-up may be planned.
Vehicle entries should be lighted.
NO FIREARMS permitted.
ABSOLUTELY NO SANTAS ALLOWED on entries. Any entry with a Santa will be asked to leave the Parade area.

Judging Criteria:
Float and vehicle entries judged on:
- Theme
- Lighting
- Originality
- Creativity

Performance Groups judged on:
- Adherence to 30 – second time limit
- Originality
- Creativity
- Precision

The 2007 Sherman Christmas Parade and Snowflake Festival brought to you by Downtown Sherman Preservation & Revitalization and Grayson Home Health.

November 15, 2007

Dear parade participant

Congratulations and thanks for being a part of the 2007 Sherman Snowflake Festival Parade! We are grateful that you are willing to take the time and effort to make thousands of people happy by participating in this wonderful Sherman tradition.

Your entry number is ____. Copies for the front and back of your vehicle are enclosed. Please display these in the front and back windows of the passenger-side of your vehicle (if applicable). You also have a map of the line-up area showing your line-up position and a map of the Parade Route.

Line-up begins at 5:30 and you must be in position by 6:30. Judging for this years Parade will take place en route. Winners will be announced at the end of the Parade and prizes will be mailed to the address listed on your application.

Traffic congestion will be a problem, so people who are to be on or with your entry **MUST ALL ARRIVE WITH YOUR ENTRY.** The best way to do this is to find a parking lot near Downtown and out of the line-up zone in which to assemble. For instance, ask everyone to meet at Braum's at 5:15, and then enter the zone as a group. **VEHICLES WILL ONLY BE ALLOWED TO ENTER AT THE INTERSECTION OF HOUSTON AND MONTGOMERY.** Vehicles **WIILL NOT** be allowed into the Zone to drop people off. Anyone not arriving with his or her entry will have to enter on foot. It will be dark on some of these streets and flashlights will be helpful. Port-a-potties will be located at the AgroTech parking lot at Washington and Walnut.

Animal Entries – Trucks and trailers may be parked in the AgroTech parking lot.

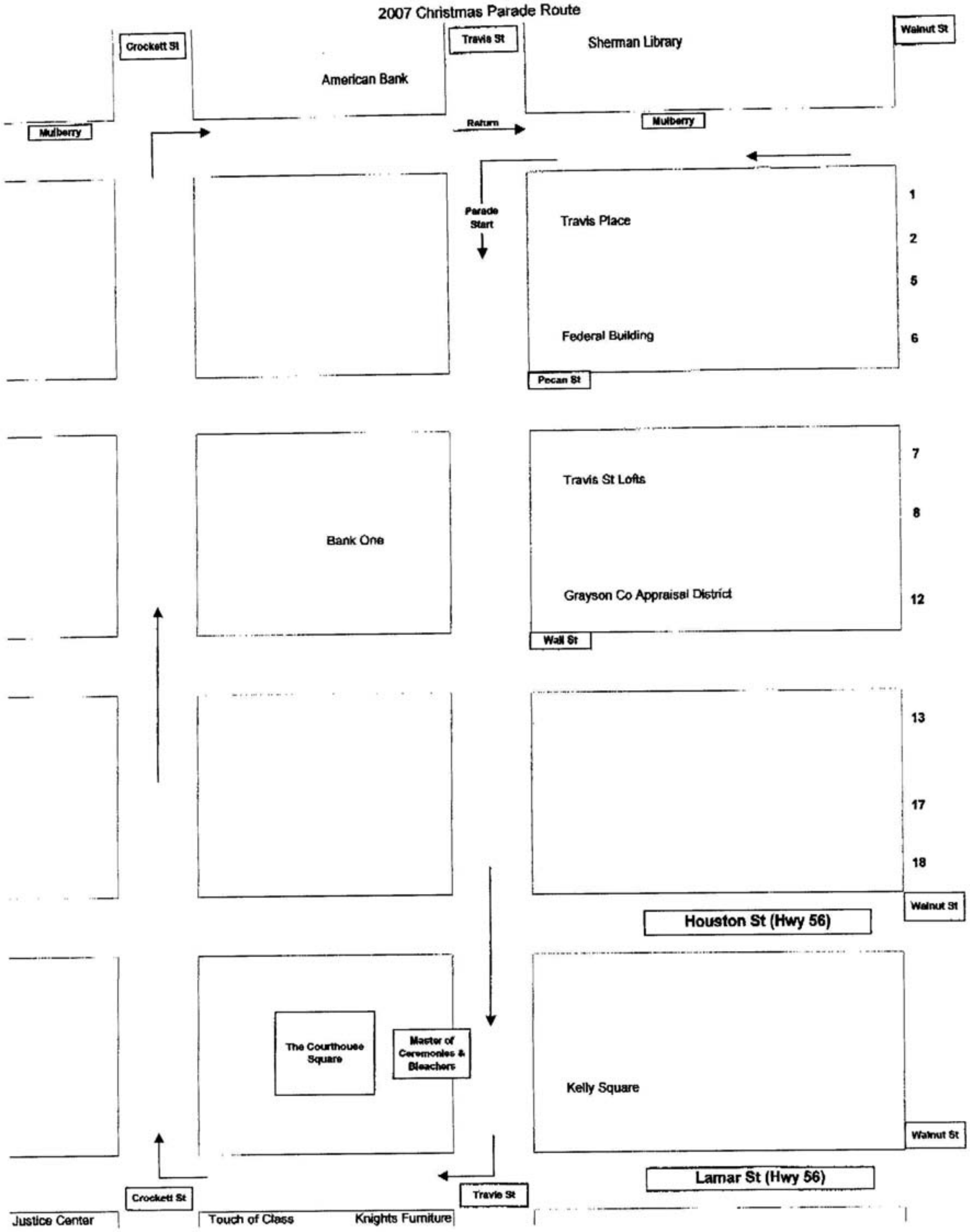
Performance Groups - The judges will be on the reviewing stand located in front of the Courthouse. The street will be marked where you are to stop to perform. Please face the judges when performing. Please remember you have only 30 seconds to perform. Taking longer will result in disqualification.

The Big finish – The Parade is usually so long that if it swings back around to the starting point it meets itself so, consider that when you arrive back at Washington St. you are finished. Dispersing from all different directions is better than trying to get back to the AgroTech lot. Parking your vehicle outside the Zone and then walking back to a position where you can watch the rest of the Parade is a great idea.

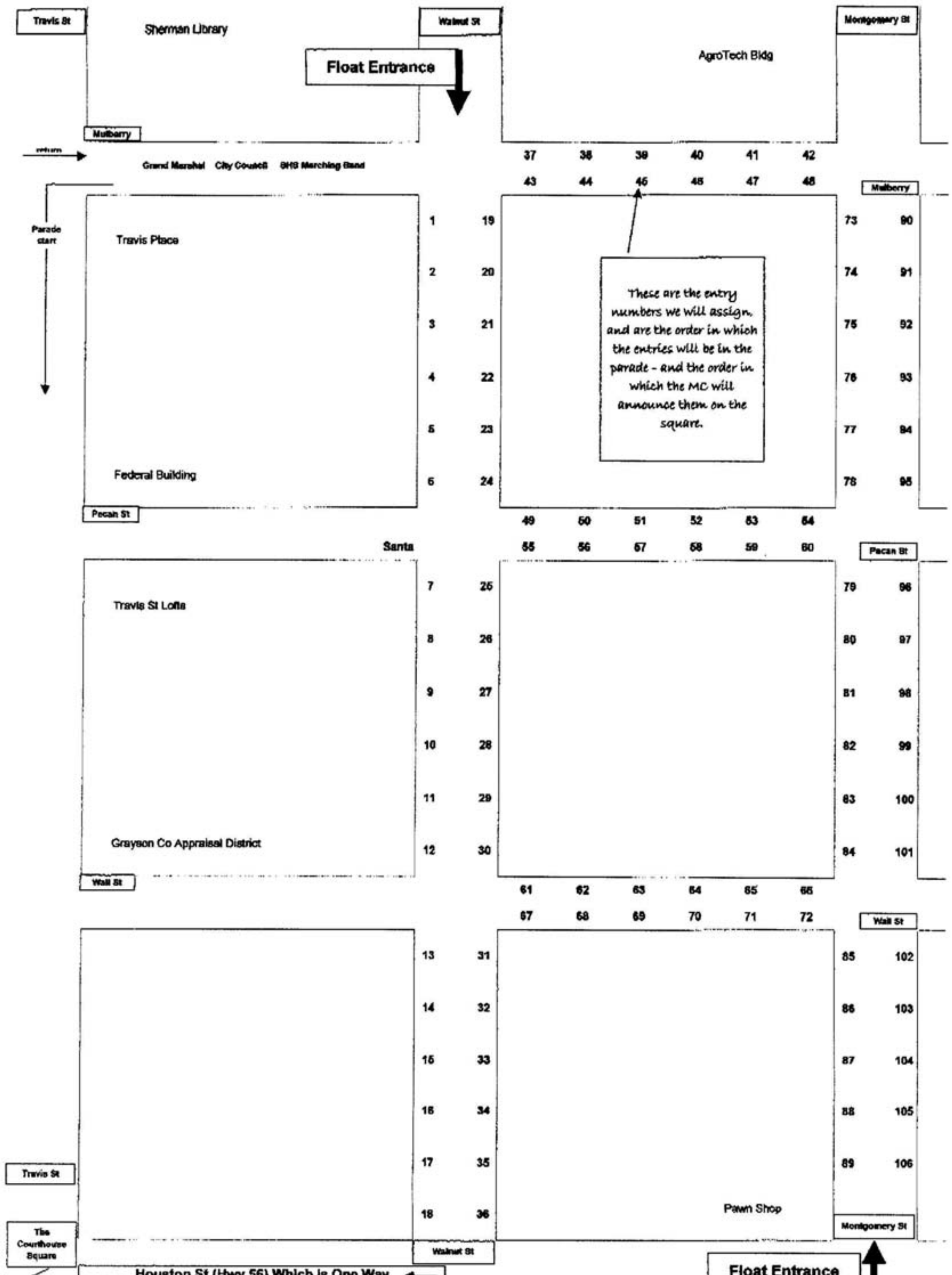
Thanks again for being part of the fun!

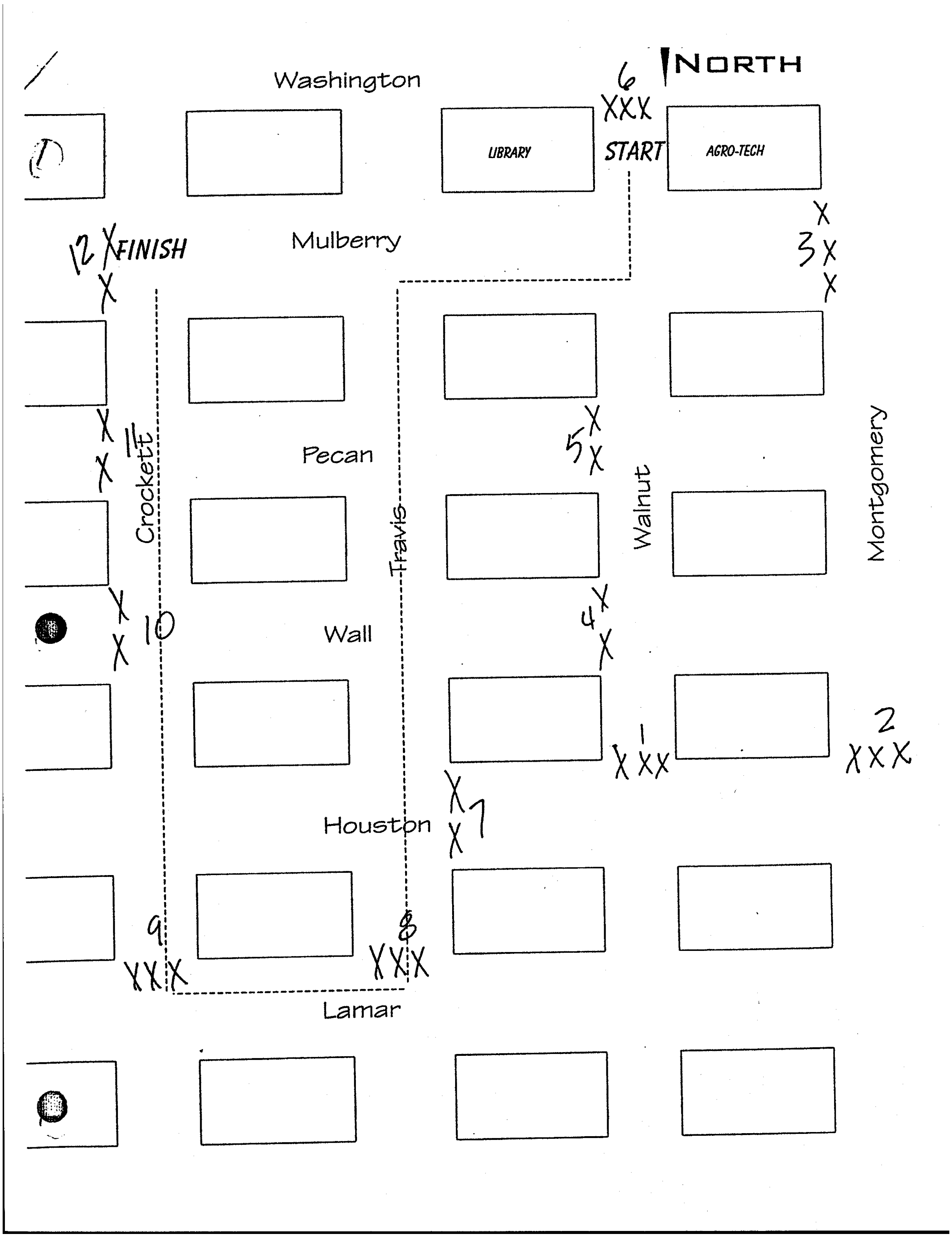
Deron McCraw
Downtown Sherman Preservation & Revitalization

2007 Christmas Parade Route



2007 Christmas Parade Lineup Layout





NORTH
Washington
LIBRARY
START
AGRO-TECH
6
3
FINISH
12
Mulberry
Pecan
5
11
Crockett
Travis
Walnut
Montgomery
4
10
Wall
1
2
Houston
7
9
8
Lamar

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. D.6

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. D.7

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. D.8

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
Sherman Parks and Recreation Advisory Board (2)

Issue

Currently the terms of two members on the Parks and Recreation Advisory Board have expired. Margie Morris's and Jennifer Thompson's terms expired on November 8, 2007. They are both eligible and wish to be reappointed. We also have an application from John Markl.

Background

The Parks and Recreation Advisory Board advises the City Council on long-range planning and the implementation of programs and activities conducted by the Parks and Recreation Department.

Origination

The reappointments originated with the City Clerk's Office.

Financial Consideration

There is no financial consideration.

Staff Recommendation

It is recommended that the City Council consider reappointments to the Parks and Recreation Advisory Board.

Alternatives

The alternative is to delay appointments to the Board.

Attachments

A roster, fact sheet, applicant list, renewal letters with original applications, and a new application are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD

LENGTH OF TERMS: TWO YEARS
Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Nancy Kirkpatrick	1	U 8/8/2006 R 2/23/2007	2/23/2007 2/23/2009	0 1	
Nat McClure	4	A 9/5/2007	9/5/2009	1	
Shane Best	4	A 6/19/2007	6/19/2009	1	
Joey Womble	1	A 9/5/2007	9/5/2009	1	
Margie Morris	4	A 11/8/2005	11/8/2007	1	
Jo Ann Osburn	1	A 9/5/2007	9/5/2009	1	
Jennifer Thompson	4	A 11/8/2005	11/8/2007	1	

NOTE:

Chair: Term:
Vice Chair:

CITY STAFF: Ben Uselton, Assistant Director of Public Works
Revised 9/5/2007

FACT SHEET

PARKS AND RECREATION BOARD

Established by ORDINANCE 3181 – MARCH 28, 1977

1. Number of Members: SEVEN (7)

2. Term of Appointment: TWO (2) YEARS

3. Consecutive Term Rule: THREE (3) TERMS – ORDINANCE 4112 (7/24/89)

4. Qualifications for Membership: INTEREST IN PROGRAMS AND ACTIVITIES CONDUCTED BY PARKS AND RECREATION DEPARTMENT. A STUDENT OF SHERMAN HIGH SCHOOL DESIGNATED BY STUDENT COUNCIL, AND THE DIRECTOR OF PARKS AND RECREATION SHALL BE EX-OFFICIO,NON-VOTING MEMBERS

5. Appointed by: MAYOR AND CITY COUNCIL

6. Board Organization

   CHAIRPERSON __E__ VICE CHAIRPERSON ____ SECRETARY _A_____

   ELECTED ____ APPOINTED ____

7. Departmental Responsibility: ASSISTANT CITY MANAGER/PARKS AND RECREATION DEPARTMENT

8. Meeting Date: FIRST WEDNESDAY OF EACH MONTH

9. Attendance Requirements: WILL FORFEIT SEAT BY MISSING 3 CONSECUTIVE MEETING WITHOUT GOOD CAUSE

PURPOSE:
To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

RESPONSIBILITIES:
Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.

APPLICANT LIST

Parks and Recreation Advisory Board **Positions Vacant 2**

Applicant	Address	District	Qualifications
Margie Morriss	420 Ridgeview Road	4	Current Member; Wishes to be Reappointed
Jennifer Thompson	120 Laurel Creek	4	Current Member; Wishes to be Reappointed
John Markl	805 W. Lamberth	1	Markl & Son HVAC

COMMENTS:

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

October 17, 2007

Margie Morris
420 Ridgeview Road
Sherman, Texas 75092

RE: Parks and Recreation Advisory Board

Dear Margie:

Your term on the Parks and Recreation Advisory Board expires on November 8, 2007. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: George Olson, City Manager

X____ I do wish to be considered for reappointed to this board

____ I do not wish to be considered for reappointment to this board

Margie Morris ________________ October 19, 2007
Signature Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

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

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Margaret Jane Morris (Margie)
(Please print legal name and your name as you wish it to appear, if different)

Name of Board or Commission: Parks & Recreation

☑ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 420 Ridgeview Rd 75092	Business Name: Morris Ink
Mailing Address: "	Occupation: owner - public relations
Telephone: 903 892 4183 Fax:	Address: 420 Ridgeview Rd 75092
E-Mail: margiem@cableone.net	Telephone: 903-868-1080 Fax: 903 -
Sherman Resident for 25 years County: same	E-Mail: margiem@cableone.net
Drivers License No.: 06103378	
*Voter Registration No.: 7901235 ✓	

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

Prior work experience: *(please include dates)*
Present - Morris Ink (public relations services)
1998-2005 - CEO, United Way of Grayson County
1994-1998 - Director of Community Relations, Lifepath Systems, Plano

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School?
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Tx A&M ☑ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Sherman Chamber of Commerce Board, MHMR Services Board, Sherman Rotary Board, Tx Council of MHMR Community Centers Board, Austin College Leadership Inst. mentor

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

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

NA

Taxes-No

Application held for 12 months from date received

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

If so, which one? ______________________

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
Research indicates that parks are an essential indicator of a community's quality of life. Decisions about recreational facilities may have far reaching effects on Sherman's ability to attract newcomers & provide for current residents.

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

1) Although it seems somewhat presumptuous to anticipate the Board's priorities from a distance, I understand that oversight of Fairview pool's renovation, the possible addition of an extensive trail system, enhancement of sports facilities, maintenance & safety issues,

2) & consideration of new park properties are being discussed.

Future decisions will surely be based on best use of taxpayer dollars, assimilation

3) of data from the recent survey that included extensive citizen input, budgetary constraints, & a systematic progression toward achieving long-term goals.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
I know & love this community. I have extensive experience working with just about every citizen group. I can work through tough problems & find good solutions.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
I serve as interviewer for Mayor Magers (without compensation) on a television show taped & aired by Cable One.

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

Comments: ______________________

Statement of Intent

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

***I affirm that I am qualified to vote.*

Signature: Margie Morris *Date:* 10-11-05

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

SHERMAN

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

RECEIVED
In the
CITY

October 17, 2007

Jennifer Thompson
120 Laurel Creek
Sherman, Texas 75092

RE: Parks and Recreation Board

Dear Jennifer:

Your term on the Parks and Recreation Board expires on November 8, 2007. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda

Linda Ashby
City Clerk

cc: George Olson, City Manager

✓ I do wish to be considered for reappointed to this board

___ I do not wish to be considered for reappointment to this board

Jennifer Thompson
Signature

10/18/07
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

JAN 3 2005

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

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

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: JENNIFER R. THOMPSON
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: PARKS & RECREATION BOARD

☑ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 120 Laurel Creek Drive	Business Name:
Mailing Address: Same	Occupation:
Telephone: 9038922891 Fax: 903 8914422	Address:
E-Mail: jenthompson@texoma.net	Telephone: Fax:
Sherman Resident for 39 years County: Grayson	E-Mail:
Drivers License No.: TX 10459208	
*Voter Registration No.: 94045563 ✓	

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

Prior work experience: *(please include dates)*
City of Sherman Oct 2001 - June 2004

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 1983 - Sherman High
Business College, Correspondence School, Adult Education, Other?
Name of College/University: GCC / UTD ☐ Bachelor's ☐ Master's ☐ PhD Associates

Volunteer Work: *(please include dates)*

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

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

N/A

Taxes - No

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

If so, which one? ______

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
To ensure that the parks system in the City of Sherman meets the needs of the citizens.

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

1) Completion of Parks Master plan + commitment to follow through with plan.

2) Update existing parks and complete Phase III of Old Settlers Park.

3) Update or build new pools.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
I previously worked for the City of Sherman in the Community Services & Public Services departments.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
None

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

Statement of Intent

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

**I affirm that I am qualified to vote.*

Signature: Jennifer Thompson Date: 1-19-05

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

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

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

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

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

Name of Board or Commission: PARKS + RECREATION

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

Personal Information		Occupational Information	
Home Address:	805 W LAMBERTH RD	Business Name:	MARKL + SONS
Mailing Address:	SAA	Occupation:	HVAC CONTRACTOR
Telephone:	903 893-3011 Fax: N/A	Address:	119 E BROCKETT
E-Mail:	johnmarkl@cableone.net	Telephone:	903 893 3060 Fax: N/A
Sherman Resident for	30 years County: Grayson	E-Mail:	marklandsons@cableone.net
Drivers License No.:	09282232		
•Voter Registration No.:	1024982492 ✓		

Which Council District do you live in? *(see attached map)* (1) ONE ✓

Prior work experience: *(please include dates)*
HVAC CONTRACTOR 1993-2000 2002-PRESENT
PLANT MANAGER 1992-1993 2001-2002
CITY OF SHERMAN 1996-1992

Educational Achievement:
High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1978
Business College, Correspondence School, Adult Education, Other? GRAYSON CO COLLEGE ABA
Name of College/University: U T ARLINGTON ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
SHERMAN CITY COUNCIL 1996-2004 2005-07

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

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

N/A

Application held for 12 months from date received

RECEIVED
JUN 2007
In the
CITY CLERK'S
OFFICE

Taxes - No

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

If so, which one? ______

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

TO HELP SET LONG TERM GOALS FOR SHERMAN'S PARKS & REC SYSTEM

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

1) VARIETY OF FACILITY REQUESTS FROM CITIZENS

SETTING LONG TERM GOALS & PRIORITIZING THEM

2) WALKING - HIKING - BIKING TRAILS

CREATE A CONTIGOUS SYSTEM OF TRAILS THAT "GO SOMEWHERE"

3) MODERNIZING FACILITIES

SEEK COST EFFECTIVE UPGRADES SIMILAR TO THE HAWN POOL - SPLASH PARK PROJECT

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

20 YEAR AFFILIATION W/ CITY OF SHERMAN

ABLE TO VIEW P&R W/ RESPECT TO THE "BIG PICTURE" OF CITY BUSINESS

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

NONE

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

Comments: SPOKEN W/ BRAD DOUGLASS ON TRAILS, SPEAK FREQUENTLY W/ NANCY KIRKPATRICK

Statement of Intent

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

**I affirm that I am qualified to vote.*

Signature: [signature] *Date:* 6/20/07

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

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. D.9

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. D.10

ADJOURNMENT

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 11-19-2007

Subject: Agenda Item No. D.11

COUNCIL CALENDAR

2007
CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

01/01/07 - New Year's Day Holiday - Council Meeting Not Called for 01/02/07
01/15/07 - M.L.K., Jr. Birthday - Called Council Meeting on 01/16/07
01/30/07 - 12:00 Noon Called Meeting for City Charter Briefing
02/19/07 - 12:30 PM Called Meeting re: City Manager's Employment
02/19/07 - Washington's Birthday - Called Council Meeting on 02/20/07
02/28/07 - 12:00 Noon Called Meeting to Appoint Acting City Manager
03/28/07 - 12:00 Noon Called Meeting re: Acting/Permanent City Manager Issues
05/12/07 - City Council Election
05/22/07 - 12:00 Noon Called Meeting to Canvass Election Results
06/01/07 - Budget Planning Meeting in Council Chambers
06/11/07 - Called Meeting to Attend Commissioner's Court Meeting
06/13/07 - Called Meeting re: Police & Fire Comp. Study
07/02/07 - Cancelled Pre-4th of July Council Meeting
07/09/07 - Called Meeting for Social Event at Lake Texoma
07/12-14/07 - Budget Workshop in Council Chambers
08/27/07 - 12:00 Noon Called Meeting for Appeal of P&Z Decisions
09/03/07 - Labor Day - Called Council Meeting on 09/04/07
09/14/07 - 12:00 Noon Joint Meeting with SEDCO Board
11/06/07 - Sales Tax Election
11/14/07 - 12:00 Noon Called Meeting to Canvass Election Results