

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

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER PAMELA HOWETH**
- A. 3. INVOCATION BY COUNCIL MEMBER PAMELA HOWETH**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 21, 2019**

Citizen Requests

- B. 1. CITIZEN REQUESTS**

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6259**
Amending Ordinance No. 6236 to Appoint Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 5th day of November, 2019, for the Purpose of the Reauthorization of the Local Sales and Use Tax at the Rate of One-Eighth of One Percent (1/8%) to Continue Providing Revenue for Maintenance and Repair of Municipal Streets
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6260**
Amending Ordinance No. 6237 to Appoint Election Officials for a Special Election of the Qualified Voters of the City of Sherman, Texas, on the 5th day of November, 2019, for the Purpose of Amending the City Charter of the City of Sherman, Texas

Close Public Hearing and Consider Adoption of Ordinances

- C. 3. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 6259 and 6260
- C. 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

- D. 1. RESOLUTION NO. 6553**
Authorizing Execution of a Development Agreement with Modular Power Solutions, LLC for the Construction of Public Facilities in Midway Industrial Park Addition, an 11.0-acre Development East of Texoma Parkway and North of U.S. Highway 82 in the City of Sherman

- D. 2. * RESOLUTION NO. 6554**
Authorizing Execution of an Agreement with Veronica Ezell, d/b/a Trinity One Records, LLC, under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 223 South Travis Street
- D. 3. * RESOLUTION NO. 6555**
Authorizing Execution of an Agreement with M&G Home Builders, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1028 East Houston Street within City of Sherman Reinvestment Zone, Number Ten (#10)
- D. 4. * RESOLUTION NO. 6556**
Authorizing Execution of an Agreement with M&G Home Builders, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1016 North Branch Street within City of Sherman Reinvestment Zone, Number Ten (#10)
- D. 5. * RESOLUTION NO. 6557**
Authorizing Execution of an Agreement with Tobar's Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 702 South Rusk Street within City of Sherman Reinvestment Zone, Number Ten (#10)
- D. 6. * RESOLUTION NO. 6558**
Authorizing the Purchase of a New T800 Kenworth Roll Off Truck for the Solid Waste Department from MHC Kenworth, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 7. * RESOLUTION NO. 6559**
Authorizing the Purchase of a New T270 Kenworth Service Truck for the Solid Waste Department from MHC Kenworth, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- D. 8. * RESOLUTION NO. 6560**
Authorizing the Purchase of a New 2020 Wilkens Transfer Trailer for the Solid Waste Department from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Change Orders

- E. 1. * CHANGE ORDER NO. 1**
Flanary Road Wastewater Extension Project; Lynn Vessels Construction, LLC; \$51,724.05 decrease

Other Business

- F. 1. OTHER BUSINESS**
Receive Update from Texas Department of Transportation Paris District Engineer Noel Paramanantham on TxDOT Projects
- F. 2. OTHER BUSINESS**
Receive Update from Director of Engineering Clint Philpott, P.E. on Various Street Maintenance Projects

F. 3. OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of 95.277 acres located South of U.S. Highway 82, West of S.H. 289, and East of Preston Club Drive, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

G. MEDIA QUESTIONS

H. COUNCIL COMMENTS

Executive Session

I. 1. EXECUTIVE SESSION

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

Section 551.071	Consultation with City Attorney concerning Pending or Contemplated Litigation
Section 551.071	Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter
Section 551.087	Deliberation Regarding Economic Development Negotiations: (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

J. 1. OPEN MEETING

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

K. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on October 30, 2019 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 30th day of October, 2019.
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Shawn C. Teamann

Council Members

Willie Steele, Council-At-Large, PL #1

Sandra Melton, Council-At-Large, PL #2

Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2

Pamela L. Howeth, Council – District #3

Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A. 4.

Meeting Date: 11/04/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 21, 2019

Attachments

October 21, 2019

Chamber Resolution - Tax Shift Initiative

October 21, 2019

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 October 21, 2019.

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

MEMBERS ABSENT: COUNCIL MEMBER HOWETH.

CALL TO ORDER

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

APPROVE MINUTES

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

**LEADERSHIP
SHERMAN**

RECOGNIZING THE 2019 LEADERSHIP SHERMAN CLASS

Eddie Brown, President, Sherman Chamber of Commerce, recognized the 2019 Leadership Sherman Class, most of which were in attendance at the Council Meeting.

He said Leadership Sherman began in 1980 with two people in the class. During the last 30 years, members of the program have provided many community projects, including the “Welcome to Sherman” sign on US Highway 75 South, the free libraries at locations around town, the mural on Wall Street, trees planted throughout downtown Sherman, and the new “Sherman” lettering on the Travis Street lot.

Mr. Brown explained that the program involves community leaders; businesses; City, County, and Federal leaders; and involves a trip to the Texas State Capitol to meet with the State leadership. Many graduates of the program are now serving as leaders in the community, in the County, in the State, and in Federal roles.

He said the 2019-2020 class is the largest class ever, with 29 participants. They have just completed “City Day” and will be working on their class project.

He thanked the City of Sherman for always supporting the Chamber and the Leadership Program.

SHERMAN CHAMBER OF COMMERCE PRESIDENT EDDIE BROWN'S PRESENTATION ON THE TAX SHIFT INITIATIVE

**TAX SHIFT
INITIATIVE**

Mr. Brown thanked the City for allowing the Chamber to support the Tax Shift Initiative that will appear on the November 5, 2019 Ballot.

He read a Resolution outlining the specifics of the Street Sales Tax program, and outlined projects that have been funded through the collection of the sales tax.

Mr. Brown said this is his third time as Chamber President, to support the City's Street Sales Tax Initiative and encouraged all citizens and businesses to support the Sale Tax.

Robby Hefton, City Manager, said Early Voting for the November 5, 2019 Election started today and continues through November 1, 2019. The Early Voting location in Sherman is the Elections Administration Office at 115 West Houston Street.

CITIZEN'S REQUESTS
CHARTER AMENDMENT ELECTION

**CHARTER
AMENDMENT
ELECTION**

Ronald Aycock, 220 E. Houston Street, said he would like to establish some ground rules for questions that he plans to ask in the future concerning the Charter Amendment Election. His questions will depend on the outcome of the Election.

He said the last time he spoke before the City Council, he had a Herald Democrat article concerning the Municipal Airport. He had asked the City Clerk to read the article into the record, but Mayor Plyler prohibited the request.

He said he would have some questions for the City Clerk, probably in February 2020, and asked the City Attorney if he would be allowed to ask direct questions to the City Clerk.

Brandon Shelby, City Attorney, said the Council Meeting is run by the Mayor. Citizens are given the opportunity to make comments to the City Council. He said Mr. Aycock could ask questions of whomever he liked, but it's their prerogative as to whether or not to answer them.

Mayor Plyler said what he wanted to do was appropriate to handle outside a Council Meeting and encouraged Mr. Aycock to schedule a meeting with the City Attorney and City Clerk.

Mr. Aycock said he would not attend a meeting outside a City Council Meeting because the City is "hiding stuff." He requested to speak about "transparency information" and said "that is exactly what I'm trying to bring out about this City Council and City government." He added that the Mayor "just helped him."

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6552 – APPOINTING A VOTING MEMBER TO THE TECHNICAL ADVISORY COMMITTEE OF THE SHERMAN-DENISON METROPOLITAN PLANNING ORGANIZATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING A VOTING MEMBER TO THE TECHNICAL ADVISORY COMMITTEE OF THE SHERMAN-DENISON METROPOLITAN PLANNING ORGANIZATION.
CONSENT AGENDA.

RES 6552
SHERMAN-DENISON
MPO

REQUEST TO ADVERTISE

RESURFACING, PAINTING, AND LEAK REPAIR AT THE SPLASH AT FAIRVIEW PARK

Deputy Mayor Teamann asked if there had been any consideration for adding a bid item for use of a plaster surface on The Splash instead of continuing to paint the surface.

REQ TO ADVERTISE
REPAIRS AT
THE SPLASH

Theresa Hutchinson, Parks and Recreation Manager, said the agenda item is to advertise for bids and the bid packet has not been prepared. They can add that into the bid packet.

She added that if they did use plaster, they would need to maintain water in the pool year-round. That is why they have not looked at that surface in the past.

The City Council approved the request to advertise for the resurfacing, painting, and leak repairs at The Splash at Fairview Park.

The facility is losing several thousand gallons of water each day during the summer months. In 2018, the City contracted with a lead detection service to assess the issue. It was determined that there are several cracks in the shell of the pool.

The project will address the damage and include sandblasting, repairing cracks, caulking, and repainting the pool. The project is estimated to cost \$125,000.
CONSENT AGENDA.

OTHER BUSINESS

RECEIVE AN UPDATE ON THE CITY OF SHERMAN'S ONGOING PROJECTS

Nate Strauch, Community and Support Services Manager, presented an update on the City's ongoing projects. He showed a video of underway or contemplated projects.

ONGOING PROJECT
UPDATES

Projects included a 70 unit skilled nursing facility on Fallon Drive; Sherman Landing and the Swamy Development; Modular Power Solutions; Fallon/Midway Industrial Park;

Sweetwater Springs Subdivision; Magnolia Village; Ace Storage; Austin Landing; Pecan Grove Park Basketball Courts, Concession Stand, and walking path; Country Ridge Subdivision; Sherman High School; West Travis Street; Legacy Village; and Sherman Crossroads.

APPROVE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED SEPTEMBER 30, 2019

The City Council approved the Quarterly Investment Report for the quarter ending September 30, 2019.

QUARTERLY
INVESTMENT
REPORT

As of September 30, 2019, the portfolios were in compliance with applicable State laws and the Investment Policy. The operating investment portfolio had a book value of about \$12.6 million, a decrease of about \$3.4 million from the prior quarter of \$16.0 million. The decrease was due to a maturity of a State of Texas political subdivision obligation and withdrawals from the Local Government Investment Pool.

The underlying investments were adequately diversified among four different types of securities. The portfolio is appropriately liquid, and its weighted-average maturity was about 332 days, slightly up from 330 days last quarter.

The portfolio yield of 2.20% for the quarter is 45 basis points above the benchmark yield of 1.75%. The portfolio value on the City's books approximates market value.

The debt proceeds portfolio balance of \$12.6 million was invested in a Local Government Investment Pool and an FDIC insured money market account. Transactions in this portfolio included interest income and payments for capital projects. The yield of 2.24% was above the benchmark yield of 1.91% for this portfolio. Book value and market value were the same.
CONSENT AGENDA.

MEDIA QUESTIONS

There were no media questions

MEDIA QUESTIONS

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

SHERMAN AIRPORT ADVISORY BOARD (2)

ACTION TAKEN.

Motion by Council Member Steele to appoint Brad Hodge to a two year term on the Airport Advisory Board, from October 22, 2019 to October 22, 2021, and to appoint Danny Smith to a one year term on the Board, from October 22, 2019 to October 22, 2020. Second by Council Member Melton.

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

VOTING NAY: None.

MOTION CARRIED.

AIRPORT
ADVISORY
BOARD

MAIN STREET ADVISORY COMMITTEE (1)

ACTION TAKEN.

Motion by Council Member Melton to appoint Janey Lynn to fill an unexpired term on the Main Street Advisory Committee, from October 22, 2019 to March 31, 2021.

Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

**MAIN STREET
ADVISORY
COMMITTEE**

COUNCIL COMMENTS

LEADERSHIP SHERMAN CLASS

Council Member Melton thanked her classmates from the Leadership Sherman Class for attending the Council Meeting. She said she had served almost a year with the current Council Members.

**LEADERSHIP
SHERMAN CLASS**

LEADERSHIP SHERMAN CLASS

Council Member Steele also thanked the Leadership Sherman Class for attending the Council Meeting and recognized the 29 members that had participated. He said he was a 2002 graduate of the class and felt that it showed a lot of interest in the City. He said he was encouraged by the number of people participating.

**LEADERSHIP
SHERMAN CLASS**

LEADERSHIP SHERMAN CLASS

Deputy Mayor Teamann thanked the Leadership Sherman Class for allowing him to “run around” with them on the City Day. He said he appreciated their efforts to learn how the City operates and to become involved in the community.

**LEADERSHIP
SHERMAN CLASS**

BRAS FOR A CAUSE

Deputy Mayor Teamann said Women Rock will sponsor Bras for a Cause on October 26, 2019 to raise money for breast cancer.

**BRAS FOR
A CAUSE**

LEADERSHIP SHERMAN CLASS

Council Member Holland recognized participants with the Leadership Sherman Class.

**LEADERSHIP
SHERMAN CLASS**

FIRE DEPARTMENT MUTUAL AID

Council Member Holland thanked the Fire Department for their hard work recently in providing aid to Denison during their recent downtown fire.

**FIRE DEPT.
MUTUAL AID**

LEADERSHIP SHERMAN CLASS

Council Member Stevenson congratulated participants in the Leadership Sherman Class and encouraged them to use that knowledge to get involved in the community and find a way to serve.

**LEADERSHIP
SHERMAN CLASS**

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Trick or Treat on Travis Street will be held on October 24, 2019, from 6:00 p.m. until 8:00 p.m., in the 100 block of South Travis Street.

ANNOUNCEMENTS

COUNCIL MINUTES – OCTOBER 21, 2019

- The Police Department will sponsor Fright Fest on October 31, 2019, from 6:00 p.m. until 8:30 p.m. It will be held in Kidd-Key Park, on the Municipal Grounds.
- The Second Annual Veterans Day Parade will be held on November 9, 2019, in Downtown Sherman. The parade starts at 10:00 a.m.
- Early Voting for the November 5, 2019 Municipal Election starts today and continues through November 1, 2019. There are five early voting locations, one of which is the Election Administration Building across from the Courthouse in Sherman. The Street Sales Tax Reauthorization is on this ballot, as is the vote for a State Income Tax. On the ballot, vote “yes” if you are “against” the State Income Tax.
- The pipeline between the City’s Water Treatment Plant and Lake Texoma will be taken out of service from October 28, 2019 until January 6, 2020. During this time, the entire City will be on well water.

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

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

SECTION 551.074 -- PERSONNEL MATTERS: CONSIDER THE QUALIFICATIONS, APPOINTMENT AND REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS

SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS (3)

**SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
EX-OFFICIO MEMBER (1)**

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:35 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:36 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

**ECONOMIC DEVELOPMENT UPDATE
VILLAGE PLANNED DEVELOPMENT
ACTION TAKEN.**

Motion by Council Member Melton to amend Resolution 6493 by adding target dates for the construction of Moore Street and to direct City staff to execute letters of intent for economic incentives and greenspace improvements at Village Planned Development; and to reappoint Council Member Willie Steele as an Ex-Officio Member of the Sherman Economic Development Corporation Board of Directors for a term from October 1, 2019 to October 1, 2021. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

**ECONOMIC
DEVELOPMENT
NEGOTIATIONS
(VILLAGE PLANNED
DEVELOPMENT)**

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

**SHERMAN ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS (3)**

**SHERMAN ECONOMIC DEVELOPMENT CORPORATION EX-
OFFICIO MEMBER (1)**

ACTION TAKEN.

Motion by Council Member Steele to reappoint Janie Bates to the Sherman Economic Development Corporation Board of Directors for a term from October 1, 2019 to October 1, 2021; and to appoint Daniel Worrell and Jason Brumm for a term from October 22, 2019 to October 1, 2021. Second by Council Member Stevenson.

SEDCO

COUNCIL MINUTES – OCTOBER 21, 2019

VOTING AYE: Holland, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:39 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



RESOLUTION

WHEREAS, the City of Sherman repairs and maintains over 200 miles of streets within the City limits; and

WHEREAS, the Street Sales Tax of 1/8 cent was first passed by voters in November 2007 and was reauthorized by voters in November 2015 at a 9 to 1 margin; and

WHEREAS, the Street Sales Tax expires in March 2020 unless reauthorized by the citizens of Sherman; and

WHEREAS, the Street Sales Tax has helped maintain and improve over 150 miles of streets since inception; and

WHEREAS, the Street Sales Tax, if reauthorized, will be used to make significant improvements to existing roads and infrastructure; and

WHEREAS, the Street Sales Tax provides over \$1 million annually for the continued repair and maintenance of City streets; and

WHEREAS, over 50% of sales tax payers in Sherman live outside the Sherman city limits and utilize the streets and other City services; and

WHEREAS, the 1/8 cent Street Sales Tax sunsets in four years after implementation;

NOW, THEREFORE, BE IT RESOLVED that the Sherman Chamber of Commerce supports the reauthorization of the Street Sales Tax on the November 5, 2019 ballot and encourages all businesses and citizens to support the same.

Adopted this 21st day of October, 2019, by the Sherman Chamber of Commerce.

Eddie Brown
President/CEO Sherman Chamber of Commerce



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 1.

Meeting Date: 11/04/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6259

Amending Ordinance No. 6236 to Appoint Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 5th day of November, 2019, for the Purpose of the Reauthorization of the Local Sales and Use Tax at the Rate of One-Eighth of One Percent (1/8%) to Continue Providing Revenue for Maintenance and Repair of Municipal Streets

Issue:

To amend Ordinance No. 6236, which called a Special Municipal Election for November 5, 2019

Background:

At the time the City called the Election, the Grayson County Commissioners had not named the Election Judges and Alternate Judges for the Election. The City needs to include these names in their ordinance.

Origination:

The ordinance originated with the City Clerk's Office.

Financial Consideration:

Cost of the Election in 2018 was \$14,569.26.

Staff Recommendation:

It is recommended that the City Council amend the ordinance to name the Presiding and Alternate Judges for the Election.

Alternatives:

There is no viable alternative.

Attachments

Ordinance No. 6259

ORDINANCE NO. 6259

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 6236 TO APPOINT ELECTION OFFICIALS FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 5TH DAY OF NOVEMBER, 2019, FOR THE PURPOSE OF THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX AT THE RATE OF ONE-EIGHTH OF ONE PERCENT (1/8%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, pursuant to Chapter 327 of the Texas Tax Code, the governing body of the City of Sherman, Texas, does declare that an election shall be held on the 5TH day of November, 2019, at which election the following proposition shall be submitted to all qualified voters:

The question which shall be submitted to the vote of the qualified electors shall be as follows:

FOR or AGAINST the following:

PROPOSITION 1

“THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF SHERMAN AT THE RATE OF ONE-EIGHTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS. THE TAX EXPIRES ON THE FOURTH ANNIVERSARY OF THE DATE OF THIS ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.”

SECTION 2. That the official ballots for said election shall be prepared in accordance with the Election Code of the State of Texas, as amended, so as to permit the electors to vote “FOR” or “AGAINST”. The aforesaid proposition shall be set forth in substantially the following form:

The word “FOR” and beneath it the word “AGAINST” shall be made to appear below the proposition. An oval shall be printed on the left of each of the words “FOR” and “AGAINST” and each elector shall place an “X” in the oval beside the statement indicating the way he wishes to vote.

SECTION 3. That should the November 5, 2019, reauthorization of the local sales and use tax pass, the City of Sherman shall call for an election in the year 2023 on a regular, uniform

election date, wherein the voters will vote on whether or not to reauthorize said tax with the then existing law.

SECTION 4. That said election shall be held jointly with Grayson County, Texas in accordance with the Joint Election Agreement executed pursuant to the authority of Resolution No. 6511, passed and approved on the 19th day of August, 2019.

SECTION 5. That the County Elections Administrator shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same "*Official Ballot*".

SECTION 6. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast.

SECTION 7. That notice of said election shall be given by the Mayor of the City of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing the caption for this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 8. That the vote centers for this election shall be as follows:

<u>LOCATION</u>	<u>JUDGES</u>
Bells City Hall 203 S. Broadway Bells, Texas	TBD Carolyn Dexheimer Presiding Judge TBD Louise Sanford Alternate Judge
Collinsville Community Building 117 N. Main Collinsville, Texas	TBD Gary Davidson Presiding Judge TBD Zona Harmon Alternate Judge
Grayson College – Denison Campus 6101 Grayson Dr. Denison, Texas	TBD Tana Ross Presiding Judge TBD Dorothy Wilson Alternate Judge
Grayson County Sub-Courthouse 101 W. Woodard Denison, Texas	TBD Sue Caylor Presiding Judge TBD Phyllis Heflin Alternate Judge

Parkside Baptist Church 301 N. Lillis Lane Denison, Texas	TBD <i>Liz Stieben</i> Presiding Judge TBD <i>Roger Stieben</i> Alternate Judge
Southside Baptist Church 3500 S. Park Denison, Texas	TBD <i>Clara Kerr</i> Presiding Judge TBD <i>Shari Duncan</i> Alternate Judge
First Baptist Church 187 Gordonville Rd. Gordonville, Texas	TBD <i>Helen Hawkins</i> Presiding Judge TBD <i>Ceil Snoddy</i> Alternate Judge
First Baptist Church 99 Gentle Creek Lane Gunter, Texas	TBD <i>Jim Webb</i> Presiding Judge TBD <i>Brenda Webb</i> Alternate Judge
Howe Community Center 700 W. Haning Howe, Texas	TBD <i>Freddy Holcomb</i> Presiding Judge TBD <i>Iva Holcomb</i> Alternate Judge
Pottsboro ISD Administration Building 105 Cardinal Lane Pottsboro, Texas	TBD <i>Johanna Sandlin</i> Presiding Judge TBD <i>Barbara Speer</i> Alternate Judge
Sadler Baptist Church 419 S. Main Sadler, Texas	TBD <i>Ramona Popplewell</i> Presiding Judge TBD <i>Dale Butler</i> Alternate Judge
Election Administration Building 115 W. Houston Sherman, Texas	TBD <i>Maria Ward</i> Presiding Judge TBD <i>Dana Speed</i> Alternate Judge

Faith Church 1800 N. FM 1417 Sherman, Texas	TBD <i>Renee Wade</i> Presiding Judge TBD <i>Nancy Nass</i> Alternate Judge
Luella First Baptist Church 3162 Hwy 11 Sherman, Texas	TBD <i>Aleta Opperman</i> Presiding Judge TBD <i>Lindy Olson</i> Alternate Judge
Municipal Building 405 N. Rusk Sherman, Texas	TBD <i>Ann Keeling</i> Presiding Judge TBD <i>Nana Rylander</i> Alternate Judge
Texoma Council of Governments 1117 Gallagher Drive Sherman, Texas	TBD <i>Al Germann</i> Presiding Judge TBD <i>Cheryl Self</i> Alternate Judge
United Way of Grayson County 713 E. Brockett Sherman, Texas 75090	TBD <i>Dickie Gerig</i> Presiding Judge TBD <i>Debra Dehorney</i> Alternate Judge
Tioga Fire Dept. Meeting Room 601 E. Main Tioga, Texas	TBD <i>Randy Barta</i> Presiding Judge TBD <i>Michelle Boykin</i> Alternate Judge
First National Bank – Tom Bean 109 S. Britton Tom Bean, Texas	TBD <i>Janet Schaab</i> Presiding Judge TBD <i>Brenda Luper</i> Alternate Judge
Grayson College – Van Alstyne Campus 1455 W. Van Alstyne Pkwy Van Alstyne, Texas	TBD <i>Bob Towers</i> Presiding Judge TBD <i>Rebecca Hogenson</i> Alternate Judge

Whitesboro City Hall 111 W. Main Whitesboro, Texas	TBD Jo Stow Presiding Judge TBD Gretchen Coyle Alternate Judge
Whitewright Church of Christ 606 S. Carter St. Whitewright, Texas	TBD Jeannie Santogrossi Presiding Judge TBD Ruby Howell Alternate Judge

SECTION 9. That Direct Recording Electronic Equipment shall be used for voting at the foregoing election precincts.

SECTION 10. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote at the Grayson County Election Administration Building, 115 W. Houston, Sherman, Texas; at the Grayson County Sub-Courthouse, 101 W. Woodard, Denison, Texas; at the Pottsboro ISD Administration Building, 105 Cardinal Lane, Pottsboro, Texas; at Whitesboro City Hall, 111 W. Main, Whitesboro, Texas; and at Grayson College – Van Alstyne Campus, 1455 W. Van Alstyne Parkway, Van Alstyne, Texas; from October 21 through October 25, 2019, from 8:00 a.m. to 5:00 p.m.; October 26, 2019, from 7:00 a.m. to 7:00 p.m.; October 27, 2019, from 12:00 p.m. to 5:00 p.m.; October 28 through October 30, 2019, from 8:00 a.m. to 5:00 p.m.; and October 31 through November 1, 2019, from 7:00 a.m. to 7:00 p.m.

SECTION 11. That the Presiding Judge for Early Voting shall be Deana Patterson, the Alternate Judge shall be Arlene Joice and additional Voting Clerks shall be appointed.

SECTION 12. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, by the Early Voting Judge, consisting of a Presiding Judge and additional Clerks.

SECTION 13. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. The judge who delivers the election returns may be paid an amount not to exceed \$25.00 for that service. No judge may be paid for more than one hour of work before the polls open.

SECTION 14. That Deana Patterson, County Elections Administrator, is hereby appointed Counting Station Presiding Manager.

SECTION 15. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, at the Regular Council Meeting of November 18, 2019.

SECTION 16. That it is hereby officially found and determined that the meeting at which this ordinance 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.

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

EFFECTIVE DATE on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 2.

Meeting Date: 11/04/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6260

Amending Ordinance No. 6237 to Appoint Election Officials for a Special Election of the Qualified Voters of the City of Sherman, Texas, on the 5th day of November, 2019, for the Purpose of Amending the City Charter of the City of Sherman, Texas

Issue:

To amend Ordinance No. 6237, which called the Special Municipal Election for November 5, 2019

Background:

At the time the City called the Election, the Grayson County Commissioners had not named the Election Judges and Alternate Judges for the Election. The City needs to include these names in their ordinance.

Origination:

The ordinance originated with the City Clerk's Office.

Financial Consideration:

Cost of the Election in 2018 was \$14,569.26.

Staff Recommendation:

It is recommended that the City Council amend the ordinance to name the Presiding and Alternate Judges for the Election.

Alternatives:

There is no viable alternative.

Attachments

Ordinance No. 6260

ORDINANCE NO. 6260

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 6237 TO APPOINT ELECTION OFFICIALS FOR A SPECIAL ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 5th DAY OF NOVEMBER, 2019, FOR THE PURPOSE OF AMENDING THE CITY CHARTER OF THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, in compliance with the Charter of the City of Sherman, Texas, and in accordance with the laws and the Constitution of the State of Texas, there is hereby ordered a special election to be participated in by the qualified voters of the City of Sherman, Texas, to be held on the first Tuesday in November, 2019, the same being the 5th day of said month, for the purpose of holding an election for the submission of amendments to the existing City Charter of the City of Sherman, Texas, which City Charter was adopted by the people, pursuant to Article X, Section 15 of the Home Rule Charter for the City of Sherman, Texas, and V.T.C.A., Local Government Code § 9.004.

SECTION 2. That said election shall be held jointly with Grayson County, Texas in accordance with the Joint Election Agreement executed pursuant to the authority of Resolution No. 6511, passed and approved on the 19th day of August, 2019.

SECTION 3. That the County Clerk of Grayson County shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same "*Official Ballot*", on which ballot shall be printed the text of the proposed amendments to the City Charter.

SECTION 4. That the following are the proposed amendments to the Home Rule Charter for the City of Sherman, Texas, to be voted upon:

Amendment No. 1

To amend Article II, "City Council", Section 1, "Membership", paragraph (a), "Composition", subparagraph (4) as follows:

(4) All terms of office shall be for three (3) years, or until the successor has been elected and qualified. Service in office for more than ~~twelve (12)~~ **eighteen (18)** months of a three (3) year term, shall constitute a full term.

Amendment No. 2

To amend Article II, "City Council", Section 1, "Membership", paragraph (a), "Composition", subparagraph (5) as follows:

(5) A councilmember or mayor may serve a maximum of ~~two (2) consecutive terms in the same office or~~ four (4) consecutive terms in any combination of offices. After a councilmember or mayor has served their maximum term of office, a one (1) year (360 day) absence from office is required before that person will be eligible to hold another elective office.

Amendment No. 3

To amend Article VII, "Planning and Engineering", Section 1, "City planning and zoning board" as follows:

There shall be a city planning and zoning board consisting of seven (7) members, each of whom must reside within the city and each of whom must be a qualified voter of the City of Sherman. ~~The members of the board may be appointed by the city council for a partial term or for one (1) or two (2) terms of three (3) years each. Upon completion of the second term, such members will be ineligible for reappointment to the board for four (4) years. Members of the board shall hold no other city office during their term on said board.~~

The members of the board may be appointed by the city council for a partial or full term. All terms of office shall be for three (3) years, or until the successor has been appointed. Service in office for more than eighteen (18) months of a three (3) year term, shall constitute a full term.

Members of the planning and zoning board may serve a maximum of four (4) consecutive terms in any combination of offices. After a member has served their maximum term of office, a one (1) year (360 day) absence from office is required before that person will be eligible for reappointment.

SECTION 5. That the amendments described in Section 4 above shall be submitted separately and in such manner that the voter may vote "FOR" or "AGAINST" said amendments.

SECTION 6. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast "FOR" or "AGAINST" the amendments.

SECTION 7. That notice of said election shall be given by the Mayor of the City of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing the caption for this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 8. That the vote centers for this election shall be as follows:

<u>LOCATION</u>	<u>JUDGES</u>
Bells City Hall 203 S. Broadway Bells, Texas	TBD Carolyn Dexheimer Presiding Judge TBD Louise Sanford Alternate Judge
Collinsville Community Building 117 N. Main Collinsville, Texas	TBD Gary Davidson Presiding Judge TBD Zona Harmon Alternate Judge
Grayson College – Denison Campus 6101 Grayson Dr. Denison, Texas	TBD Tana Ross Presiding Judge TBD Dorothy Wilson Alternate Judge
Grayson County Sub-Courthouse 101 W. Woodard Denison, Texas	TBD Sue Caylor Presiding Judge TBD Phyllis Heflin Alternate Judge
Parkside Baptist Church 301 N. Lillis Lane Denison, Texas	TBD Liz Stieben Presiding Judge TBD Roger Stieben Alternate Judge
Southside Baptist Church 3500 S. Park Denison, Texas	TBD Clara Kerr Presiding Judge TBD Shari Duncan Alternate Judge
First Baptist Church 187 Gordonville Rd. Gordonville, Texas	TBD Helen Hawkins Presiding Judge TBD Ceil Snoddy Alternate Judge
First Baptist Church 99 Gentle Creek Lane Gunter, Texas	TBD Jim Webb Presiding Judge TBD Brenda Webb Alternate Judge

Howe Community Center 700 W. Haning Howe, Texas	TBD <i>Freddy Holcomb</i> Presiding Judge TBD <i>Iva Holcomb</i> Alternate Judge
Pottsboro ISD Administration Building 105 Cardinal Lane Pottsboro, Texas	TBD <i>Johanna Sandlin</i> Presiding Judge TBD <i>Barbara Speer</i> Alternate Judge
Sadler Baptist Church 419 S. Main Sadler, Texas	TBD <i>Ramona Popplewell</i> Presiding Judge TBD <i>Dale Butler</i> Alternate Judge
Election Administration Building 115 W. Houston Sherman, Texas	TBD <i>Maria Ward</i> Presiding Judge TBD <i>Dana Speed</i> Alternate Judge
Faith Church 1800 N. FM 1417 Sherman, Texas	TBD <i>Renee Wade</i> Presiding Judge TBD <i>Nancy Nass</i> Alternate Judge
Luella First Baptist Church 3162 Hwy 11 Sherman, Texas	TBD <i>Aleta Opperman</i> Presiding Judge TBD <i>Lindy Olson</i> Alternate Judge
Municipal Building 405 N. Rusk Sherman, Texas	TBD <i>Ann Keeling</i> Presiding Judge TBD <i>Nana Rylander</i> Alternate Judge
Texoma Council of Governments 1117 Gallagher Drive Sherman, Texas	TBD <i>Al Germann</i> Presiding Judge TBD <i>Cheryl Self</i> Alternate Judge

United Way of Grayson County 713 E. Brockett Sherman, Texas 75090	TBD <i>Dickie Gerig</i> Presiding Judge TBD <i>Debra Dehorney</i> Alternate Judge
Tioga Fire Dept. Meeting Room 601 E. Main Tioga, Texas	TBD <i>Randy Barta</i> Presiding Judge TBD <i>Michelle Boykin</i> Alternate Judge
First National Bank – Tom Bean 109 S. Britton Tom Bean, Texas	TBD <i>Janet Schaab</i> Presiding Judge TBD <i>Brenda Luper</i> Alternate Judge
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Whitesboro City Hall 111 W. Main Whitesboro, Texas	TBD <i>Jo Stow</i> Presiding Judge TBD <i>Gretchen Coyle</i> Alternate Judge
Whitewright Church of Christ 606 S. Carter St. Whitewright, Texas	TBD <i>Jeannie Santogrossi</i> Presiding Judge TBD <i>Ruby Howell</i> Alternate Judge

SECTION 9. That Direct Recording Electronic Voting Equipment shall be used for voting at the foregoing election precincts.

SECTION 10. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote at the Grayson County Election Administration Building, 115 W. Houston, Sherman, Texas; at the Grayson County Sub-Courthouse, 101 W. Woodard, Denison, Texas; at the Pottsboro ISD Administration Building, 105 Cardinal Lane, Pottsboro, Texas; at Whitesboro City Hall, 111 W. Main, Whitesboro, Texas; and at Grayson College – Van Alstyne Campus, 1455 W. Van Alstyne Parkway, Van Alstyne, Texas; from October 21 through October 25, 2019, from 8:00 a.m. to 5:00 p.m.; October 26, 2019, from 7:00 a.m. to 7:00 p.m.; October 27, 2019, from 12:00 p.m. to 5:00 p.m.; October 28 through October 30, 2019, from 8:00 a.m. to 5:00 p.m.; and October 31 through November 1, 2019, from 7:00 a.m. to 7:00 p.m.

SECTION 11. That the Presiding Judge for Early Voting shall be Deana Patterson, the Alternate Judge shall be Arlene Joice and additional Voting Clerks shall be appointed.

SECTION 12. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, by the Early Voting Judge, consisting of a Presiding Judge and additional Clerks.

SECTION 13. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. The judge who delivers the election returns may be paid an amount not to exceed \$25.00 for that service. No judge may be paid for more than one hour of work before the polls open.

SECTION 14. That Deana Patterson, County Elections Administrator, is hereby appointed Counting Station Presiding Manager.

SECTION 15. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, at the Regular Council Meeting of November 18, 2019.

SECTION 16. That the proposed amendments, if approved by a majority of the qualified voters voting at said election, shall become a part of the Charter of the City of Sherman, Texas.

SECTION 17. That no amendment shall be considered adopted until an official order has been entered upon the records of the City of Sherman, Texas, by the City Council of such City declaring the same adopted.

SECTION 18. That, by approving and signing this ordinance, the Mayor officially confirms as his action all matters recited in the ordinance which, by law, come within his jurisdiction.

SECTION 19. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

EFFECTIVE DATE on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 3.

Meeting Date: 11/04/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6259 and 6260

Issue:

C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6259
Amending Ordinance No. 6236 to Appoint Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 5th day of November, 2019, for the Purpose of the Reauthorization of the Local Sales and Use Tax at the Rate of One-Eighth of One Percent (1/8%) to Continue Providing Revenue for Maintenance and Repair of Municipal Streets

C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6260
Amending Ordinance No. 6237 to Appoint Election Officials for a Special Election of the Qualified Voters of the City of Sherman, Texas, on the 5th day of November, 2019, for the Purpose of Amending the City Charter of the City of Sherman, Texas



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 4.

Meeting Date: 11/04/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

D. 2. * RESOLUTION NO. 6554

Authorizing Execution of an Agreement with Veronica Ezell, d/b/a Trinity One Records, LLC, under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant
Program for Improvements to 223 South Travis Street

D. 3. * RESOLUTION NO. 6555

Authorizing Execution of an Agreement with M&G Home Builders, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1028 East Houston
Street within City of Sherman Reinvestment Zone, Number Ten (#10)

D. 4. * RESOLUTION NO. 6556

Authorizing Execution of an Agreement with M&G Home Builders, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1016 North Branch
Street within City of Sherman Reinvestment Zone, Number Ten (#10)

D. 5. * RESOLUTION NO. 6557

Authorizing Execution of an Agreement with Tobar's Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 702 South Rusk Street within City of Sherman Reinvestment Zone, Number Ten (#10)

D. 6. * RESOLUTION NO. 6558

Authorizing the Purchase of a New T800 Kenworth Roll Off Truck for the Solid Waste Department from MHC Kenworth, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

D. 7. * RESOLUTION NO. 6559

Authorizing the Purchase of a New T270 Kenworth Service Truck for the Solid Waste Department from MHC Kenworth, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

D. 8. * RESOLUTION NO. 6560

Authorizing the Purchase of a New 2020 Wilkens Transfer Trailer for the Solid Waste Department from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

E. 1. * CHANGE ORDER NO. 1

Flanary Road Wastewater Extension Project; Lynn Vessels Construction, LLC; \$51,724.05 decrease



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 11/04/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6553

Authorizing Execution of a Development Agreement with Modular Power Solutions, LLC for the Construction of Public Facilities in Midway Industrial Park Addition, an 11.0-acre Development East of Texoma Parkway and North of U.S. Highway 82 in the City of Sherman

Issue:

The construction of public facilities in Midway Industrial Park Addition, an 11.0-acre development east of Texoma Parkway and north of U.S. Highway 82 in the City of Sherman

Background:

Modular Power Solutions, LLC proposes to construct an 11.0-acre development east of Texoma Parkway and north of U.S. Highway 82, which includes the construction of streets, and water and sanitary sewer mains.

Origination:

Engineering Department

Financial Consideration:

The development fee to be paid by the developer for public inspection will be \$6,346.00. At the time of completion of the project, the City agrees to reimburse Modular Power Solutions, LLC for the extension of a 10-inch sanitary sewer line, estimated cost is \$15,000.00. Reimbursement will be based on actual construction cost verified by the City Engineer.

Staff Recommendation:

Staff recommends approval and execution of the Development Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6553

Development Agreement - Modular Power Solutions, LLC

Aerial Location Map

RESOLUTION NO. 6553

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH MODULAR POWER SOLUTIONS, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN MIDWAY INDUSTRIAL PARK ADDITION, AN 11.0-ACRE DEVELOPMENT EAST OF TEXOMA PARKWAY AND NORTH OF U.S. HIGHWAY 82 IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Modular Power Solutions, LLC for the construction of public facilities in Midway Industrial Park Addition, an 11.0-acre development east of Texoma Parkway and north of U.S. Highway 82 in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND MODULAR POWER SOLUTIONS, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, and Modular Power Solutions, a Texas limited liability company ("Developer").

WITNESSETH:

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

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

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

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

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

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

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

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

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

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. The City at its own election may waive this bonding requirement. If required, such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before August, 2020, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

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

14. **WAIVER OF RIGHTS UNDER STATE LAW:**

- A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.
- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$6,346.00.

- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.
- D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.
- E. City agrees to reimburse Developer for the extension of a 10 Inch Sanitary Sewer line along the proposed Fallon Drive extension, approximately 135 LF. Estimated cost is \$15,000. Reimbursement will be based on actual construction cost verified by the City Engineer.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.

3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

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

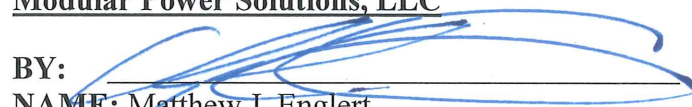
DEVELOPER: Modular Power Solutions, LLC

DESIGNEE: Simon Harkins
ADDRESS: 3007 Fallon Dr.
Sherman, TX 75090
PHONE: (408) 429-4022

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

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this 21 day of October 2019, with an original to each party.

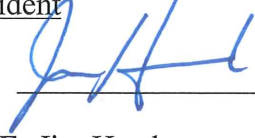
Developer: Modular Power Solutions, LLC

BY: 

NAME: Matthew J. Englert

TITLE: President

ATTEST:

BY: 

NAME: Jim Hawk

TITLE: Executive Vice President

CITY: CITY OF SHERMAN

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST:

BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

Clint Philpott, P.E. / Director Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



0 305 610 1,220 1,830 2,440 1 inch = 600 feet Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 2.

Meeting Date: 11/04/2019

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6554**

Authorizing Execution of an Agreement with Veronica Ezell, d/b/a Trinity One Records, LLC, under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 223 South Travis Street

Issue:

An agreement with Veronica Ezell, d/b/a Trinity One Records, LLC under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 223 South Travis Street

Background:

The City Council had allocated \$50,000.00 of General Fund revenues for the 2018-2019 fiscal year for a Building Restoration and Improvement Grant Program designed to stimulate substantial, visible, and permanent improvements to historically significant commercial buildings and to spur interest in vacant and underutilized buildings of historical value in the Central Business District. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of \$25,000.00 per project.

This is a request for reimbursement for restorations to the historic structure established in approximately 1905 and located at 223 South Travis Street in Downtown Sherman. The project restored and renovated the interior of a portion of the structure to create a commercial recording studio. Typically, applicants are required to be approved for a grant under the program prior to the start of the renovation. In this case, work was already substantially completed when the applicant applied. However, because the fiscal year budgeted funds were not fully utilized during the current budget year, and the application otherwise meets the requirements of the program, staff is recommending an exception be made.

The expected qualified costs for the proposed renovation work are approximately \$16,210.81. The project would therefore qualify for a matching grant of \$4,052.70.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

A grant in the amount of \$4,052.70 would be fully covered by budgeted funds.

Staff Recommendation:

Staff recommends approval.

Alternatives:

As directed by Council

Attachments

Resolution No. 6554

Grant Agreement

Application with Rebate Claim Form

Photos of Progress on Renovations

Grant Program

Aerial Location Map

RESOLUTION NO. 6554

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH VERONICA EZELL, D/B/A TRINITY ONE RECORDS, LLC, UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 223 SOUTH TRAVIS STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Veronica Ezell, d/b/a Trinity One Records, LLC, for improvements to 223 South Travis Street under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



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

AGREEMENT

THIS AGREEMENT is made and entered into on this the ____ day of _____, 2019, by and between the City of Sherman, a municipal corporation of the State of Texas, hereinafter referred to as “City”, and Veronica Ezell, d/b/a Trinity One Records, LLC, hereinafter referred to as “Applicant(s).”

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

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

**I.
TERMS OF AGREEMENT**

1. **Ownership and Grant Program.** The Applicants represent and presented documentation that they are the owners of or tenants in good standing of a certain property located at 223 South Travis Street in the City of Sherman, Grayson County, Texas, hereinafter referred to as “Property,” lying within an area where the City is conducting a Central Business District Historic Building Restoration and Improvement Grant Program as described in the Program’s “Guidelines and Policies,” a copy of which has been provided to the Applicants and is attached hereto as Exhibit “A” and made a part of this Agreement for all purposes, a copy of which has been provided to the Applicants.
2. **Property Description and Eligibility.** The Property is of commercial, retail, service, professional and/or office use, and Applicants’ proposed improvements to the Property listed in the Central Business District Historic Building Restoration and Improvement Grant Program Application are eligible improvements as described in the Program’s Guidelines and Policies. Applicants state that all of the information contained in the application is truthful and discloses sufficient information so as not to be misleading. The submitted application is attached hereto as Exhibit “B” and incorporated into this Agreement for all purposes.
3. **Compliance with Codes.** All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.

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

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

II. GENERAL TERMS

Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

INDEMNIFICATION

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

Successors and Assigns

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

Severability and Conflict

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

Captions

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

Choice of Law: Venue

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

Binding Authority

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

Entire Agreement

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

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

EXECUTED on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS:

APPLICANTS:

VERONICA EZELL

D/B/A TRINITY ONE RECORDS, LLC

By: _____
Robby Hefton, City Manager

By: _____
Name: Veronica Ezell
Title: Property Owner

ATTEST:

Address: 227 South Travis Street, Ste. C
Sherman, Texas 75090

By: _____
Linda Ashby, City Clerk

Phone: 940.395.4017

APPROVED AS TO FORM
AND CONTENT:

By: _____
Brandon S. Shelby, City Attorney



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

FOR OFFICE USE ONLY

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

CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

Application

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

I. Applicant Information

1. Applicant(s) name: Veronica Ezell
Mailing address: 227 S. Travis Suite C
City: Sherman State: TX Zip: 75090
2. Applicant's daytime telephone number: _____
Cell # (940) 395-4017 Facsimile # () _____
E-mail address: info@trinityOneRecords.com
3. Status of applicant (please check one)
☐ Property owner with vacant facility
☐ Property owner with tenant business
☐ Property owner/operator of existing business on property
☒ Property tenant with property owner consent
4. Owner of property is a/an (please check one)
☒ Individual
☐ Partnership (attach copy of Partnership Agreement)
☐ Corporation/profit (attach copy of Articles of Incorporation)
☐ Corporation/nonprofit (attach list of officers and directors)
☐ Trust (attach copy of Trust Agreement)
☒ Other LLC
5. Length of ownership: 3 years 8 mo
Date purchased: 4-1-2015

II. Property Information

1. Address of property to be improved:
223 S. Travis St.
Sherman, TX 75090
2. Legal description of subject property:
South 30 ft of Lot 9, Block 8 OTP of Sherman, Grayson,
Texas Less and except the East 12ft owned by City of Sherman
for an alley.
3. Tax Assessor Parcel Number(s):
R 366483
4. Year built: 1911 (est) Square footage: 2,250
5. Is this a National Register building? Yes ☐ No ☒ (check one)
Is this a building of known historical significance? Yes ☐ No ☒ (check one)
6. What are the current types of businesses occupying the building?
Building was operating as a venue open
to community meetings and gatherings.
7. Name and phone number of tenant(s), if applicable: _____
(Attach additional names/numbers, if needed)
8. Use of building after construction: Recording and Production Studio
& Office
9. Number of parking spaces provided: _____ Proposed: 1 Total: 1
10. Current zoning: _____
11. Is a zoning amendment required? Yes ☐ No ☒ (check one)
12. Attach architectural and elevation renderings.

III. Project Description

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

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



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

Rebate Claim Form

Program Participant(s): Veronica Ezell - Trinity One Records, LLC

Project Address: 223 S. Travis St. Sherman, TX 75090

Interior Improvements:

Type:

Construction of Studio rooms (2)	\$	-
a) Labor for framing walls	\$	1,919.46
b) materials for project	\$	5,593.10
c) Labor for ceilings/circuits/outlets	\$	4,535.00
Paint, flooring, and refinishing	\$	
d) painter, window install, audio	\$	4163.25
Electrical conduct, Air Unit, plumbing	Sub-Total	\$ 16,210.81

Exterior Improvements:

Type:

NA	\$	0
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	Sub-Total	\$ 0

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

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

Date: _____

Veronica Ezell
Applicant

Applicant

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

Description: _____

☐ Designs Attached

☐ Before Picture(s) Attached

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

2 Full-time positions 1 Part-time positions

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

2 Full-time positions 1 Part-time positions

IV. Work Estimates

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

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

GNC Contractor - Greg Tyson - 972-330-3146

Amount: \$7,780

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

Albino Lupercio - A & G Handyman Services
903-819-9785

Amount: \$4,800

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

4. Total estimated costs of your improvements:

\$ 16,210.81

5. Estimated completion date for your improvements?

12-28-18

V. **Historic Significance**

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

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

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

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

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

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

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

Applicant

Co-Applicant

Property Owner (if different from Applicant)

Notary Public, State of Texas

My Commission Expires: _____























NO
PARKING
LOADING
ZONE

223

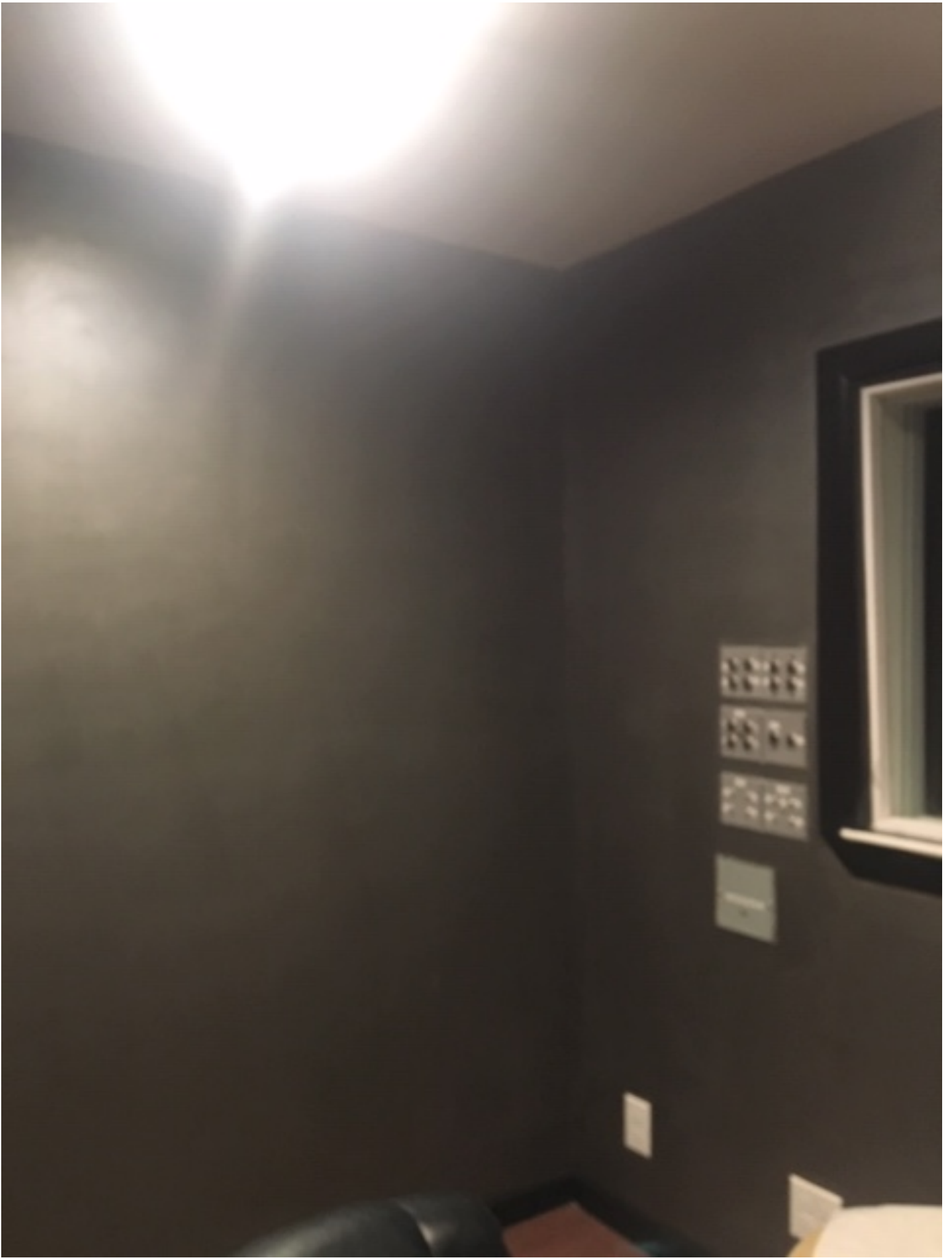
Venue
OFF THE SQUARE



















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

GUIDELINES AND POLICIES

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

Program Objectives and Available Assistance

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

Eligibility Requirements

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

Minimum Guidelines

- Buildings improved with funds from this program must remain open, operative, and free of graffiti and blight for a period of five (5) years from the date of agreement and until the lien is released.
- Tax payments for the subject property shall be up-to-date at the time of application and kept current throughout the five-year grant period.
- Outstanding work orders for the City's Developmental Services Department and/or the City's Fire Department and requests to comply therewith must be addressed prior to grant approval. Any noncompliance or outstanding violations will disqualify the applicant.

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

Application Prioritization

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

Eligible Improvements

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

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

- Installation, repair, or replacement of exterior lighting
- Mechanical, including rewiring, replumbing, insulation, mechanical systems/climate control

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

Ineligible Improvements

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

Property Lien

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

Application Process

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

- After reviewing the program guidelines, the Applicant will meet with City staff to discuss the desired work to be undertaken. If the proposed work is within the program guidelines, as determined exclusively by City staff, a completed application is submitted to the City. Written bids, sketches, color samples, and material supplies should be included.

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

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

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

Loan Applications

The loan application requires:

- Information summarizing the project, including complete construction plans and specifications

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

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

Robby Hefton
City Manager
City of Sherman

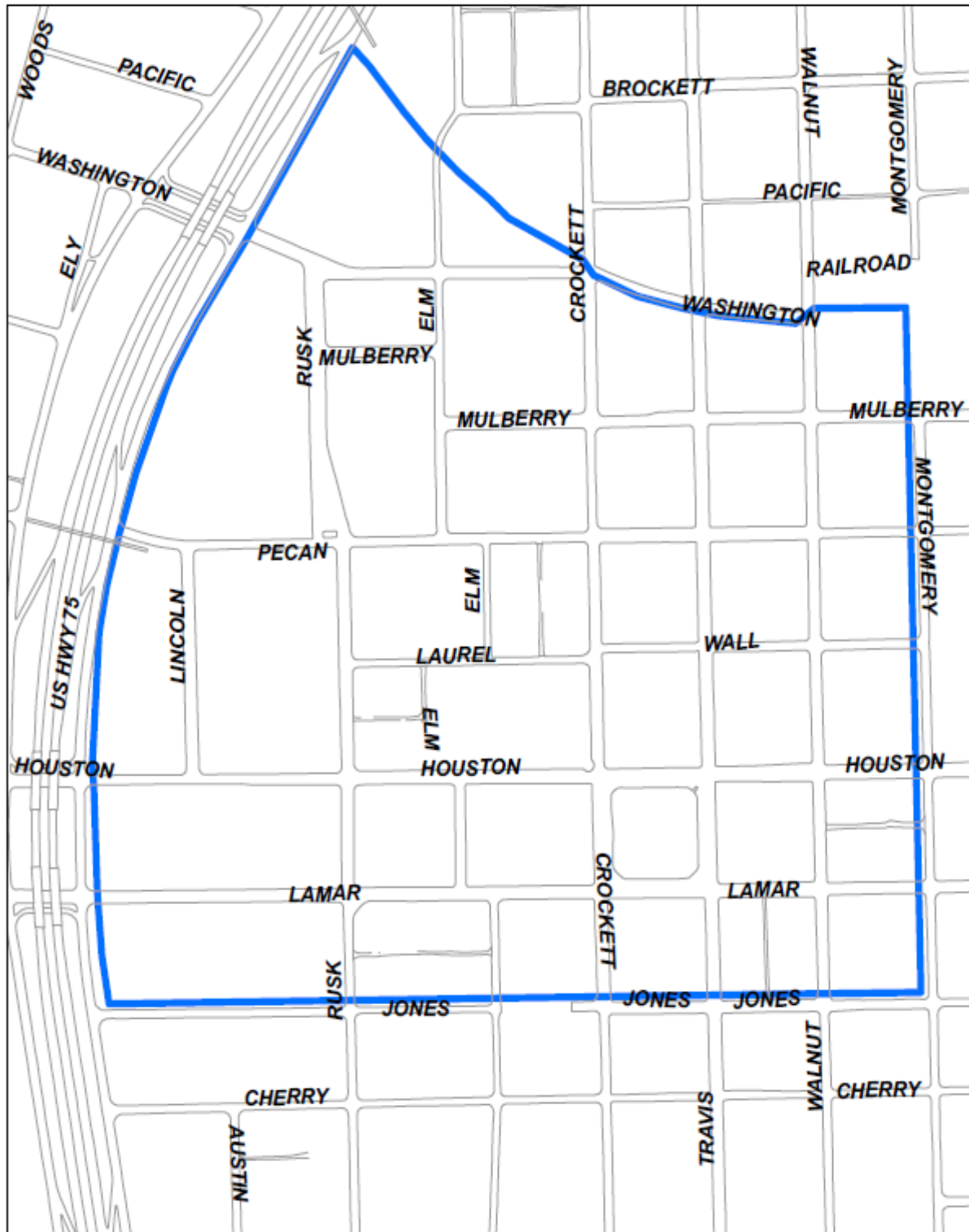
Scott Shadden
Developmental Services Director
City of Sherman

Physical Address:
Sherman City Hall, City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
or
Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

Physical Address:
Sherman City Hall, Building Inspection
220 West Mulberry Street
Sherman, Texas 75090
or
Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

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

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



Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

Central Business District





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

Submission Requirements

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

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

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

Application Checklist:

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

FOR OFFICE USE ONLY (Entire Page)

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



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

AGREEMENT

THIS AGREEMENT is made and entered into on this the _____ day of _____, 20____, by and between the City of Sherman, a municipal corporation of the State of Texas, hereinafter referred to as “City”, and _____, hereinafter referred to as “Applicants.”

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

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

**I.
TERMS OF AGREEMENT**

1. **Ownership and Grant Program.** The Applicants represent and presented documentation that they are the owners of or tenants in good standing of a certain property located at _____ in the City of Sherman, Grayson County, Texas, hereinafter referred to as “Property,” lying within an area where the City is conducting a Central Business District Historic Building Restoration and Improvement Grant Program as described in the Program’s “Guidelines and Policies,” a copy of which has been provided to the Applicants and is attached hereto as Exhibit “A” and made a part of this Agreement for all purposes, a copy of which has been provided to the Applicants.
2. **Property Description and Eligibility.** The Property is of commercial, retail, service, professional and/or office use, and Applicants’ proposed improvements to the Property listed in the Central Business District Historic Building Restoration and Improvement Grant Program Application are eligible improvements as described in the Program’s Guidelines and Policies. Applicants state that all of the information contained in the application is truthful and discloses sufficient information so as not to be misleading. The submitted application is attached hereto as Exhibit “B” and incorporated into this Agreement for all purposes.
3. **Compliance with Codes.** All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.
4. **City Approval for Work.** Only the work that is agreed to by the City and the Applicants, which will be outlined in a formal written notice to proceed to be provided to the Applicants by the City upon Application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. Any work that is

begun by the Applicants prior to receiving a written notice to proceed from the City will not be eligible for reimbursement.

5. **Rebate/Reimbursement.** The City will rebate a portion of the cost of eligible building improvements as described in the Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following supporting documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.
6. **Lien.** Upon completion of the work, the City shall record a conditional lien on the property in the full amount of the City's monetary grant to Applicants and the Applicants consent to such lien. The lien shall remain in effect until the terms and conditions in Exhibit "A" have been fully complied with or the lien in favor of the City has been paid in full.
7. **Display of Sign.** After the work has been completed, Applicants shall display a sign or banner (provided by the City) indicating participation in the Central Business District Historic Building Restoration and Improvement Grant Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.
8. **City Access to Building.** Applicants agree to allow the City or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Central Business District Historic Building Restoration and Improvement Grant Program work.
9. **Work Payment and Personnel.** In accordance with the terms of this Agreement, the Applicants shall hire all personnel and pay for all labor, materials, tools, transportation, services, City licenses and permits necessary to perform or cause to have performed, and all work as specified in the Application. Applicants are aware of Labor Code Section 3700, which requires worker's compensation insurance or self insurance for employees.
10. **Time Period for Work.** Upon the signing of this Agreement, the Applicants shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit and be completed within twelve (12) months thereafter. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicants will be permitted.
11. **Notice and Compliance with Laws.** The Applicants shall give all notices required and comply with all applicable laws, ordinances and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.
12. **No City Liability.** Applicants understand and agree that the City and their officers, agents, and employees, shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements.
13. **Proper Use of Hotel/Motel Tax Revenues.** Applicants acknowledge that they are aware that the money being provided to them through this agreement comes from the City's Hotel/Motel Tax revenues; and Applicants further acknowledge and agree that they have independently determined that the project contemplated by this agreement and the submitted application complies with the State law regarding the use and application of such money, as set forth in the Texas Tax Code at Chapter 351, Section 351.101 and, in particular, that the project will enhance and promote tourism by attracting visitors from outside the City and the project will enhance the

historical restoration, rehabilitation, or preservation of a historic structure. Applicants further acknowledge and agree that, if the project is determined at any time not to comply with Chapter 351 of the Texas Tax Code, any and all money acquired from the City by Applicants for this project shall be immediately and fully reimbursed to the City.

II. GENERAL TERMS

Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

INDEMNIFICATION

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

Successors and Assigns

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

Severability and Conflict

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

Captions

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

Choice of Law: Venue

This Agreement, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This Agreement is wholly performable in Grayson County, Texas.

Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

Binding Authority

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

Entire Agreement

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

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

EXECUTED on this the _____ day of _____, 2____.

CITY OF SHERMAN, TEXAS:

APPLICANTS:

By: _____
Robby Hefton, City Manager

By: _____
Name: _____
Address: _____

Phone: _____

By: _____
Name: _____
Address: _____

Phone: _____

**APPROVED AS TO FORM
AND CONTENT:**

By: _____
**Brandon S. Shelby,
City Attorney**



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

Rebate Claim Form

Program Participant(s): _____

Project Address: _____

Interior Improvements:

Type: _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Sub-Total	\$ _____

Exterior Improvements:

Type: _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Sub-Total	\$ _____

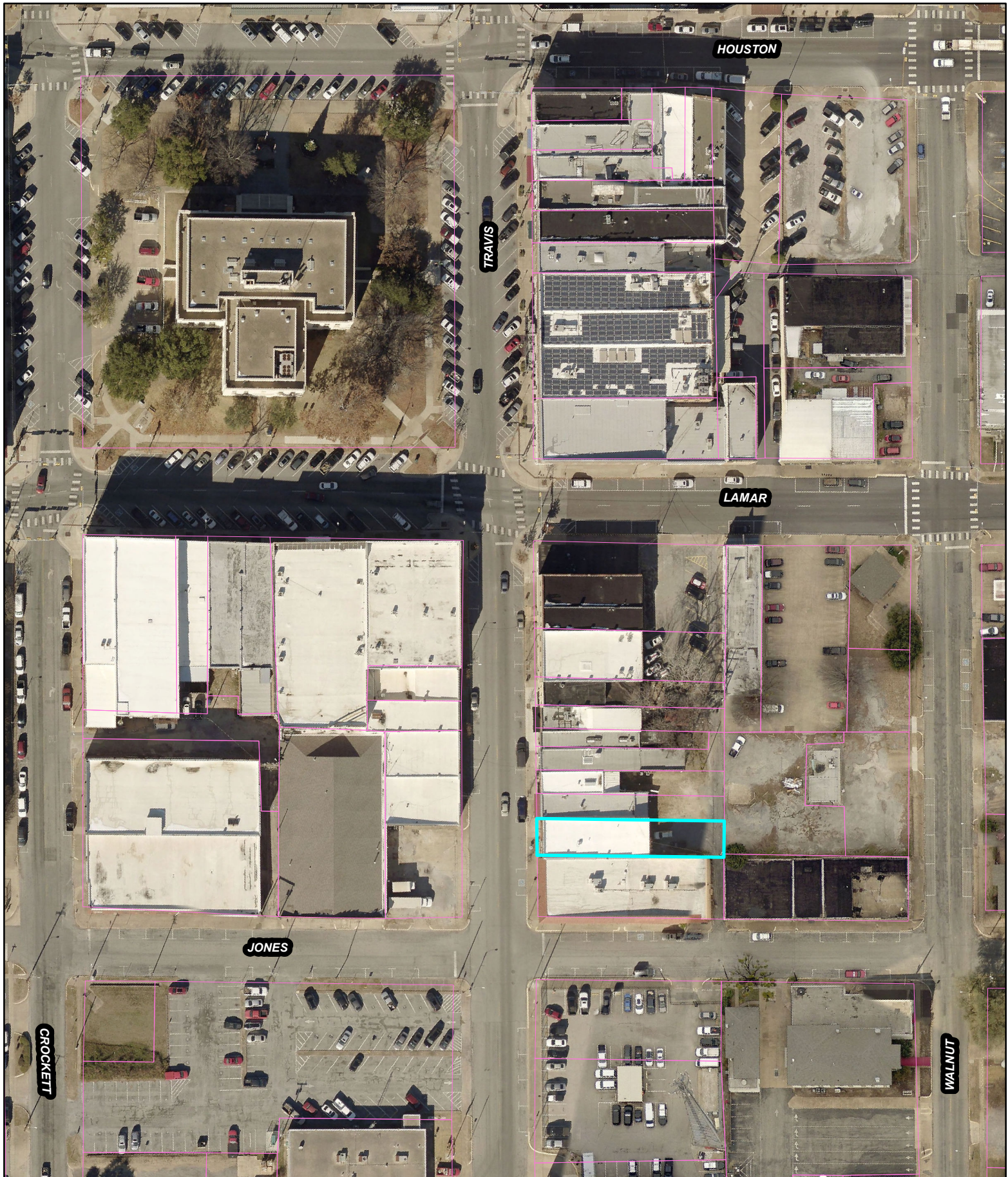
Total Rebate Amount (per Program Guidelines): \$ _____

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

Date: _____

Applicant

Applicant





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 3.

Meeting Date: 11/04/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6555**

Authorizing Execution of an Agreement with M&G Home Builders, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1028 East Houston Street within City of Sherman Reinvestment Zone, Number Ten (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1028 East Houston Street situated within City of Sherman Reinvestment Zone, Number Ten (#10).

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 current designated zone for residential tax abatement.

Origination:

M&G Home Builders, LLC, Owners

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$408.07 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. 6555

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Building Permit

Site Plan

Aerial Location Map

Photo

Reinvestment Zone Map

RESOLUTION NO. 6555

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1028 EAST HOUSTON STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); 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 M&G Home Builders, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with M&G Home Builders, 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 1028 East Houston Street, lying within City of Sherman Reinvestment Zone, Number Ten (#10), 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 _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

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 **M&G HOME BUILDERS, LLC**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 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, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6210) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

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, 2019, and continuing for tax years 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027 and 2028, 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 2019, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2019	100%
2020	100%
2021	100%
2022	100%
2023	100%
2024	100%
2025	80%
2026	60%
2027	40%
2028	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 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027 and 2028, 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 1028 East Houston Street, Sherman, Texas, and as more particularly described by the following:

SITUATED in the City of Sherman, County of Grayson, State of Texas, being out of the J. B. McNair Survey, Abstract No. 763, being out of Block 21 of Chaffin's Addition, to the City of Sherman, Texas, as shown by plat of record in Volume 84, Page 505, Deed Records, Grayson County, Texas, being all of the 55 foot by 150 foot lot or tract of land conveyed by Special Warranty Deed from Mary Jane Buchanan, to James A. Buchanan, on June 4, 1999, and recorded in Volume 2800, Page 515, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an "X" cut into the Western portion of a concrete sidewalk that runs along the West side of Vaden Street, at the intersection of the West line of Vaden Street and the South line of Houston Street, Said beginning "X" maintaining the Northeast corner of both said Block 21 of Chaffin's Addition, and the Buchanan 55 foot by 150 foot tract;

THENCE South 15 deg. 11 min. 52 sec. East, with the West line of Vaden Street and the East line of said Block 21, and somewhat along the Western portion of said concrete sidewalk, a distance of 150.00 feet to a ½ inch rebar (RPLS 3694) found at the Northeast corner of the James A. Buchanan 55 foot by 120.7 foot lot or tract of land in Volume 1677, Page 790, D.R.G.C.T., Said rebar maintaining the Southeast corner of said Buchanan 55 foot by 150 foot tract, Said rebar being between the West edge of said concrete sidewalk and the East end of a concrete footing;

THENCE South 74 deg. 38 min. 31 sec. West, with the North line of said Buchanan 55 foot by 120.7 foot tract, and somewhat along said concrete footing, a distance of 55.08 foot to a ½ inch rebar (RPLS 3694) found at the South edge of said concrete footing, at the Southwest corner of said Buchanan 55 foot by 150 foot tract, the Northwest corner of said Buchanan 55 foot by 120.7 foot tract, the "apparent" Northeast corner of the Robert D. Townsend 50 foot by 125 foot lot or tract of land in Volume 2927, Page 31, O.P.R.G.C.T., and at the Southeast corner of the Loy Ray Harvey and Judy Kay Harvey 50 foot by 150 foot lot or tract of land in Volume 1963, Page 314, R.P.R.G.C.T., said rebar being near the Southeast base of a chain link fence post;

THENCE North 15 deg. 10 min. 10 sec. West, with the East line of said Harvey 50 foot by 150 foot tract, and along the East side of a chain link fence, **LEAVING** along side said fence at about 107 foot, and continuing for a TOTAL distance of 150.00 foot to a ½ inch rebar (RPLS 6578) set in the North line of said Block 21 and in the South line of Houston Street, at the Northwest corner of said Buchanan 55 foot by 150 foot tract and at the Northeast corner of said

Harvey tract, said rebar being North 74 deg. 51 min. 56 sec. East, 50.01 foot from a ½ inch rebar (RPLS 5433) found at the Northwest corner of the Harvey tract;

THENCE North 74 deg. 38 min. 30 sec, East, with the South line of Houston Street, a distance of 55.01 foot to the **PLACE OF BEGINNING and containing 0.1896 ACRES of land.**

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

M&G Home Builders, LLC
1218 N. Brents
Sherman, TX 75090
(903) 870-8212

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2019.

CITY:

OWNER:

CITY OF SHERMAN, TEXAS

M&G HOME BUILDERS, LLC

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
MARTIN COVARRUBIAS

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this ____day of _____, 2019 A.D.

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

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

Property Owner:

Name: M&G Home Builders, LLC

Mailing Address: 1218 N Brents, Sherman, TX

Telephone Number: 903-870-8212

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 1028 E Houston

Summary Legal Description: Lot: 55 X 150 Block: 21 Addition: CHAFFINS 2ND ADDN

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

Improvements:

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

Estimated Value of Improvements: \$95,500

Estimated Date of Start of Construction: 10/10/19

Estimated Date of Completion of Project: 01/31/20

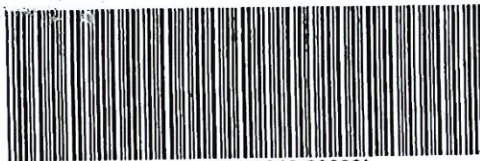
Description of Project: new residential construction

Applicant(s): 

Date: 10/7/19

Date: _____

2019 - 20382



VG-286-2019-20382

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

Instrument Number: 2019 - 20382

Real Property Recordings

Recorded On: August 23, 2019 02:53 PM

Number of Pages: 3

Parties: ESPINOZA REMBERTO MERINO

" Examined and Charged as Follows: "

Total Recording: \$30.00

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

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

File Information:

Document Number: 20382
Receipt Number: 20190823000132
Recorded Date/Time: August 23, 2019 02:53 PM
User: Shannon B
Station: CLERK06

Record and Return To:

M & G HOME BUILDERS
1218 N BRENTS

SHERMAN TX 75090



STATE OF TEXAS
COUNTY OF GRAYSON

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

Wilma Bush
County Clerk
Grayson County, TX

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

STATE OF TEXAS

COUNTY OF GRAYSON

Remberto Merino Espinoza, {an individual/a corporation/a partnership} ("grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, AND CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to M&G Home Builders {name of grantee}, {an individual/a corporation/a partnership} ("Grantee"), the real property in Grayson {county} Texas fully described

Legal Description: CHAFFINS 2ND ADDN, BLOCK 21, 55X150. BETTER KNOWN AS E. HOUSTON ST., SHERMAN, TX.

And all improvements located on it, together with all of Grantor's right, title, and interest in and to (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests Grantor, either at law or equality, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, right-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the real property (collectively, "Property").

This General Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Property (collectively, "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, and Grantor binds itself, its successors, and its assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property to Grantee, its successors, and its assigns against any person lawfully claiming or to claim the same or any part of it, subject to the Permitted Exceptions.

{ADD IF APPLICABLE}

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

Grantee, by its acceptance of this warranty deed, assumes payment of all standby charges, ad valorem taxes, and assessments for the 2019 {year} calendar year and later calendar years not yet due and payable, each to the extent attributable to all or part of the Property.

Grantee's address is: 1218 N Brents, Sherman Tx 75090

EXECUTED as of: August 23, 2019

GRANTOR:

Remberto Espinoza
Remberto Merino Espinoza

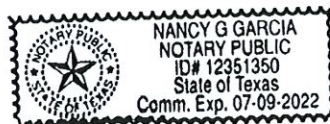
STATE OF TEXAS

COUNTY OF GRAYSON

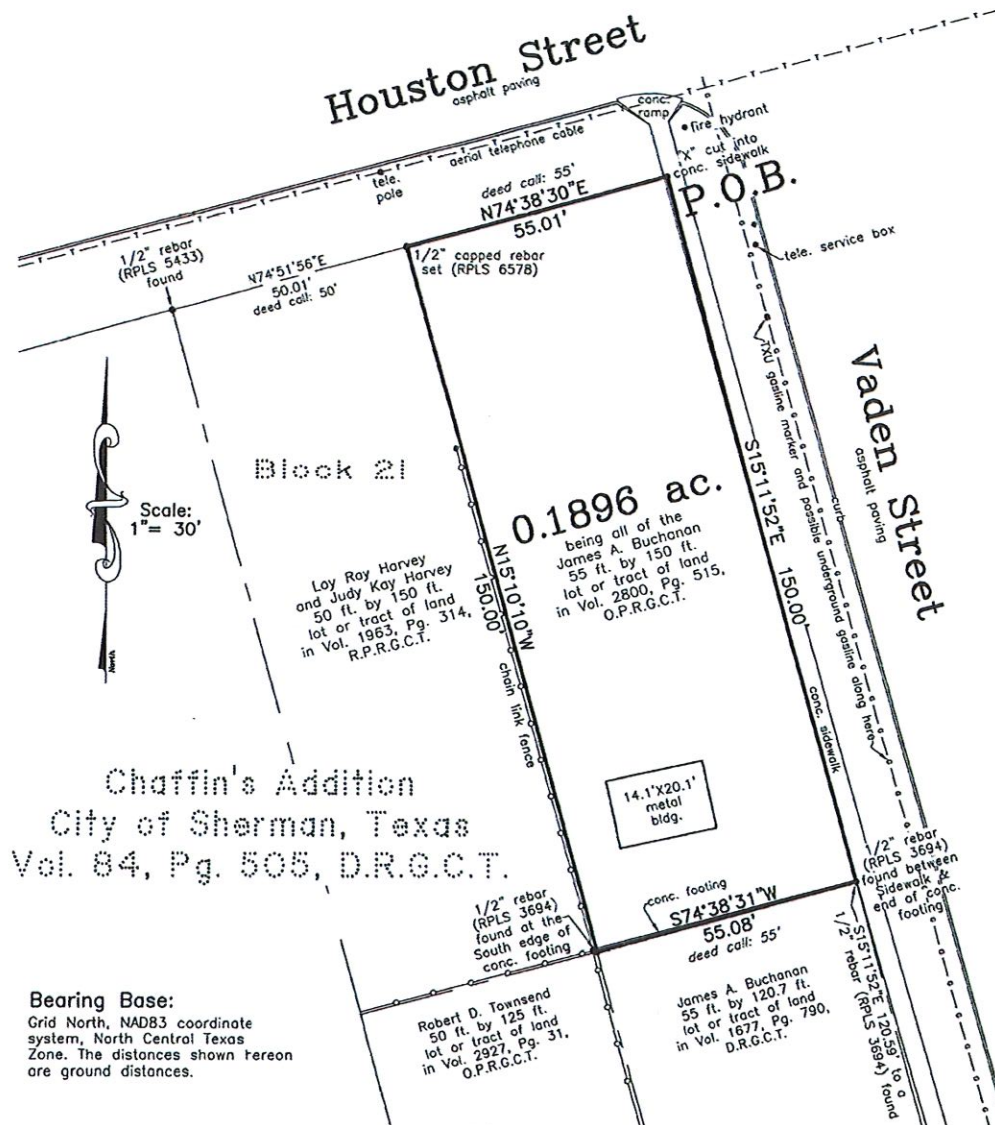
BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Remberto Merino Espinoza, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that {he/she} executed it for the purposes and consideration expressed in it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23 day of August, 2019.

Nancy Garcia



Notary Public - State of Texas



Bearing Base:

Grid North, NAD83 coordinate system, North Central Texas Zone. The distances shown hereon are ground distances.

Owner: James A. Buchanan

Builder: M & G Home Builders

Address: 1028 E. Houston Street
Sherman, Texas

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

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

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

Job No. AGS500819

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



Kate A. Wagner
Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: August 21, 2019

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: kate@helveywagnersurveying.net

TBPLS Firm Registration No. 10088100

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

FIELD NOTES

0.1896

SITUATED in the City of Sherman, County of Grayson, State of Texas, being out of the J. B. McAnair Survey, Abstract No. 763, being out of Block 21 of Chaffin's Addition, to the City of Sherman, Texas, as shown by plat of record in Volume 84, Page 505, Deed Records, Grayson County, Texas, being all of the 55 ft. by 150 ft. lot or tract of land conveyed by Special Warranty Deed from Mary Jane Buchanan, to James A. Buchanan, on June 4, 1999, and recorded in Volume 2800, Page 515, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an "X" cut into the Western portion of a concrete sidewalk that runs along the West side of Vaden Street, at the intersection of the West line of Vaden Street and the South line of Houston Street, **SAID** beginning "X" maintaining the Northeast corner of both said Block 21 of Chaffin's Addition, and the Buchanan 55 ft. by 150 ft. tract;

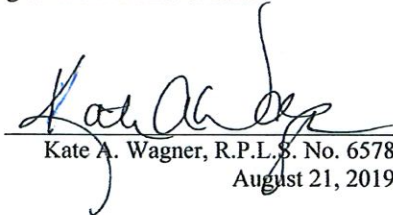
THENCE South 15 deg. 11 min. 52 sec. East, with the West line of Vaden Street and the East line of said Block 21, and somewhat along the Western portion of said concrete sidewalk, a distance of 150.00 ft. to a ½ inch rebar (RPLS 3694) found at the Northeast corner of the James A. Buchanan 55 ft. by 120.7 ft. lot or tract of land in Vol. 1677, Pg. 790, D.R.G.C.T., **SAID** rebar maintaining the Southeast corner of said Buchanan 55 ft. by 150 ft. tract, **SAID** rebar being between the West edge of said concrete sidewalk and the East end of a concrete footing;

THENCE South 74 deg. 38 min. 31 sec. West, with the North line of said Buchanan 55 ft. by 120.7 ft. tract, and somewhat along said concrete footing, a distance of 55.08 ft. to a ½ inch rebar (RPLS 3694) found at the South edge of said concrete footing, at the Southwest corner of said Buchanan 55 ft. by 150 ft. tract, the Northwest corner of said Buchanan 55 ft. by 120.7 ft. tract, the "apparent" Northeast corner of the Robert D. Townsend 50 ft. by 125 ft. lot or tract of land in Vol. 2927, Pg. 31, O.P.R.G.C.T., and at the Southeast corner of the Loy Ray Harvey and Judy Kay Harvey 50 ft. by 150 ft. lot or tract of land in Vol. 1963, Pg. 314, R.P.R.G.C.T., **SAID** rebar being near the Southeast base of a chain link fence post;

THENCE North 15 deg. 10 min. 10 sec. West, with the East line of said Harvey 50 ft. By 150 ft. tract, and along the East side of a chain link fence, **LEAVING** along side said fence at about 107 ft., and continuing for a **TOTAL** distance of 150.00 ft. to a ½ inch rebar (RPLS 6578) set in the North line of said Block 21 and in the South line of Houston Street, at the Northwest corner of said Buchanan 55 ft. by 150 ft. tract and at the Northeast corner of said Harvey tract, **SAID** rebar being North 74 deg. 51 min. 56 sec. East, 50.01 ft. from a ½ inch rebar (RPLS 5433) found at the Northwest corner of the Harvey tract;

THENCE North 74 deg. 38 min. 30 sec, East, with the South line of Houston Street, a distance of 55.01 ft. to the **PLACE OF BEGINNING** and containing **0.1896 ACRES** of land.




Kate A. Wagner, R.P.L.S. No. 6578
August 21, 2019

✓

CITY OF SHERMAN

RESIDENTIAL BUILDING PERMIT

SUBCONTRACTOR: M&G HOME BUILDERS
LLC

PERMIT #: 192203

DATE ISSUED: 10/07/2019

PROJECT ADDRESS: 1028 E HOUSTON ST
PARCEL ID: 161532
SUBDIVISION: CHAFFIN'S 2ND ADDN

LOT #: 21
BLK #: 21
ZONE ORD: R-1 ONE FAMILY RESIDENTIAL

ISSUED TO: M&G HOME BUILDERS LLC
ADDRESS: 1218 N BRENTS AVE
CITY, ST ZIP: SHERMAN TX 75090-4104
PHONE:

CONTRACTOR: M&G HOME BUILDERS LLC
ADDRESS: 1218 N BRENTS AVE
CITY, ST ZIP: SHERMAN TX 75090-4104
PHONE:

PROP. USE: SINGLE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION

SQ FT: 1,446.00
BEDROOMS: 3

VALUATION: \$ 0.00
OCCP TYPE: SINGLE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

BATHROOMS: 2
STORIES: 1

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

NOTES:

NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

10/7/19
DATE

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

10/7/2019
DATE

(APPROVED BY) BUILDING & ZONING

10/21/19
DATE

VADEN STREET

1028 E HOUSTON

CHAFFINS 2ND ADDN, BLOCK
21, 55 X 150

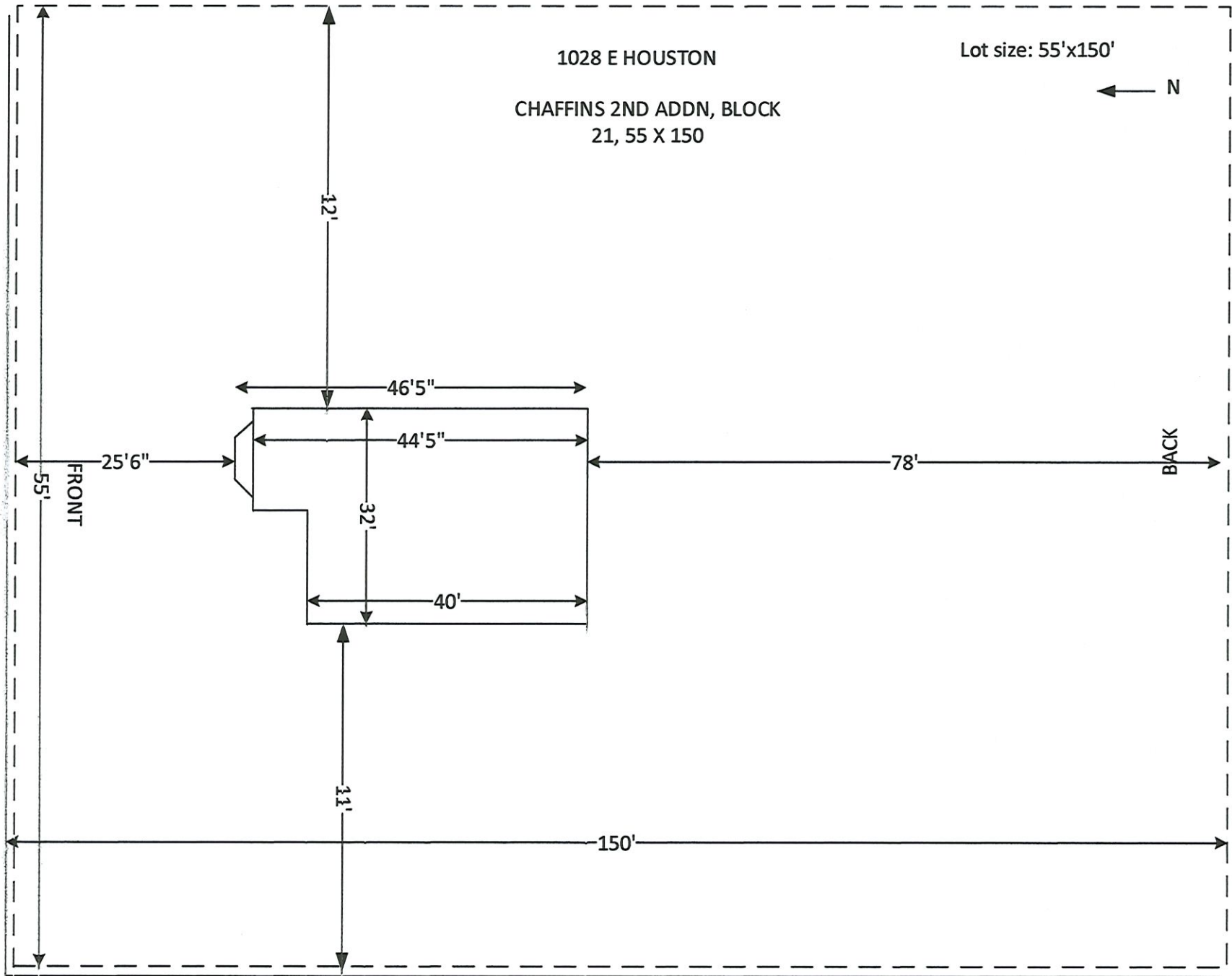
Lot size: 55'x150'

← N

HOUSTON STREET

FRONT

BACK





1028 East Houston Street

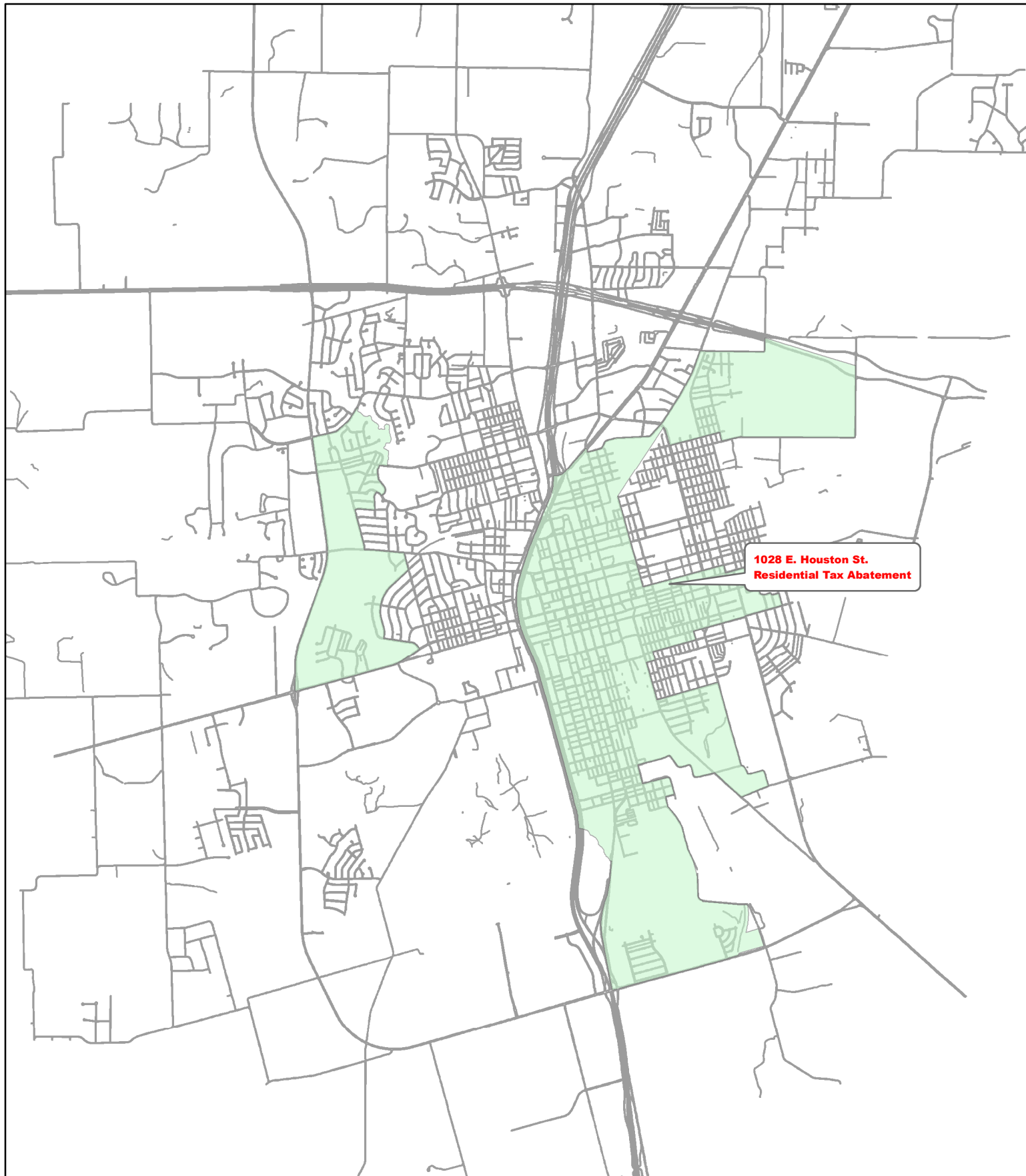


1 in = 200 ft

City of Sherman, Texas
Developmental Services Department

1028 East Houston Street





Residential Tax Abatement 1028 East Houston Street



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 5,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 4.

Meeting Date: 11/04/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6556**

Authorizing Execution of an Agreement with M&G Home Builders, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1016 North Branch Street within City of Sherman Reinvestment Zone, Number Ten (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1016 North Branch Street situated within City of Sherman Reinvestment Zone, Number Ten (#10).

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 current designated zone for residential tax abatement.

Origination:

M&G Home Builders, LLC, Owners

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$402.94 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. 6556

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Building Permit

Site Plan

Photo

Aerial Location Map

Reinvestment Zone Map

RESOLUTION NO. 6556

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1016 NORTH BRANCH STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); 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 M&G Home Builders, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with M&G Home Builders, 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 1016 North Branch Street, lying within City of Sherman Reinvestment Zone, Number Ten (#10), 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 _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

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 **M&G HOME BUILDERS, LLC**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 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, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6210) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

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, 2019, and continuing for tax years 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027 and 2028, 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 2019, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2019	100%
2020	100%
2021	100%
2022	100%
2023	100%
2024	100%
2025	80%
2026	60%
2027	40%
2028	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 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027 and 2028, 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 1016 North Branch Street, Sherman, Texas, and as more particularly described by the following:

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the J. B. McAnair Survey, Abstract No. 763, being a part of Lot 11, of J. Q. A. Carter's Addition, to the City of Sherman, Texas, the plat of which is recorded in Volume 35, Page 546, Deed Records, Grayson County, Texas, and being "called" the East part of said Lot 11 as conveyed by General Warranty Deed from Lucille Bradley to M&G Home Builders on February 20, 2019 and recorded in Instrument No. 2019-3625, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a ½ inch rebar (RPLS 6578) set in the West line of Branch Street, a "North - South" City Street, at the Northeast corner of said Lot 11 and at the Southeast corner of Lot 14 of said Carter's Addition, said beginning rebar being South 16 deg. 00 min. 00 sec. East, 107.00 foot from a ½ inch rebar (RPLS 6578) found in the West line of Branch Street, and maintaining the Northeast corner of the Bernetha Jean Bowden lot or tract of land, that is "called" the South 50 ft. of Lot 15 of said Carter's Addition, SAID "found" rebar also maintaining the Southeast corner of the M&G Home Builders lot or tract of land, that is "called" 42 foot (wide) by 140 foot (deep), but only measured 40.26 foot wide (1/2 inch rebar found in an "East-West" chain link fence) at the front line thereof;

THENCE South 16 deg. 00 min. 00 sec. East, with the East line of said Lot 11 and with the West line of Branch Street, a distance of 57.00 feet to a ½ inch rebar (RPLS 6578) set at the Southeast corner of Lot 11 and at the Northeast corner of Lot 10 of said Carter's Addition;

THENCE South 74 deg. 00 min. 00 sec. West, with the South line of said Lot 11 and with the North line of said Lot 10, a distance of 163.00 feet to a ½ inch rebar (RPLS 6578) set at or near the East bank of a creek, at the Southwest corner of the herein described lot or tract of land;

THENCE North 53 deg. 00 min. 00 sec. West, along and near the East bank of said creek, a distance of 44.86 feet to a point in the West line of said Lot 11, at an angle point in the West line of the herein described lot or tract of land;

THENCE North 16 deg. 00 min. 00 sec. West, with the West line of said Lot 11, a distance of 21.17 feet to a ½ inch rebar (RPLS 6578) set at the Northwest corner of Lot 11 and at the Southwest corner of said Lot 14;

THENCE North 74 deg. 00 min. 00 sec. East, with the North line of said Lot 11 and with the South line of said Lot 14, a distance of 190.00 feet to the **PLACE OF BEGINNING and containing 0.2375 ACRES of land**.....

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

M&G Home Builders, LLC
1218 N. Brents
Sherman, TX 75090
(903) 870-8212

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2019.

CITY:

OWNER:

CITY OF SHERMAN, TEXAS

M&G HOME BUILDERS, LLC

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
MARTIN COVARRUBIAS

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this ____day of _____, 2019 A.D.

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

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

Property Owner:

Name: M&G Home Builders, LLC

Mailing Address: 1218 N Brents, Sherman, TX

Telephone Number: 903-870-8212

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 1016 N Branch

Summary Legal Description: Lot: LOT E PT 11 Block: 1 Addition: CARTER J Q
A ADDN

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

Improvements:

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

Estimated Value of Improvements: 94,300

Estimated Date of Start of Construction: 10/10/19

Estimated Date of Completion of Project: 01/31/20

Description of Project: new residential construction

Applicant(s):  _____

Date: 10/7/19

2019 - 3625



VG-286-2019-3625

**Grayson County
Wilma Bush
County Clerk**

Instrument Number: 2019 - 3625

Real Property Recordings

Recorded On: February 20, 2019 11:34 AM

Number of Pages: 3

Parties: BRADLEY LUCILLE

" Examined and Charged as Follows: "

Total Recording: \$30.00

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

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

File Information:

Document Number: 3625
Receipt Number: 20190220000068
Recorded Date/Time: February 20, 2019 11:34 AM
User: Cort M
Station: CLERK05

Record and Return To:

M&G HOME BUILDERS
1218 N. BRENTS AVE.

SHERMAN TX 75090



STATE OF TEXAS
COUNTY OF GRAYSON

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

Wilma Bush
County Clerk
Grayson County, TX

General Warranty Deed

Date: February 20, 2019

Grantor: Lucille Bradley

Grantor's Mailing Address:

PO BOX 59426
DALLAS, TX 75229-1426

Grantee: M&G Home Builders

Grantee's Mailing Address:

1218 N Brents
Sherman, TX 75090

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being all that certain tract known as CARTER J Q A ADDN, BLOCK 1, LOT E PT 11, property ID 159991, situated at N BRANCH ST SHERMAN, TX in the city of Sherman, Grayson County, Texas of the deed records of Grayson County, Texas.

Reservations from Conveyance:

None

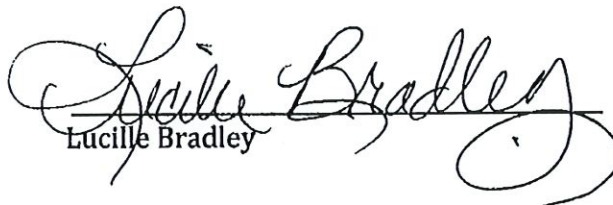
Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

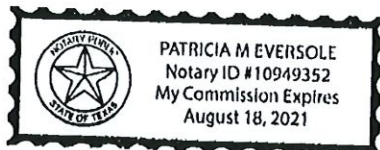
GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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


Lucille Bradley

STATE OF TEXAS)
COUNTY OF GRAYSON)

This instrument was acknowledged before me on February 20, 2019,
by Lucille Bradley.

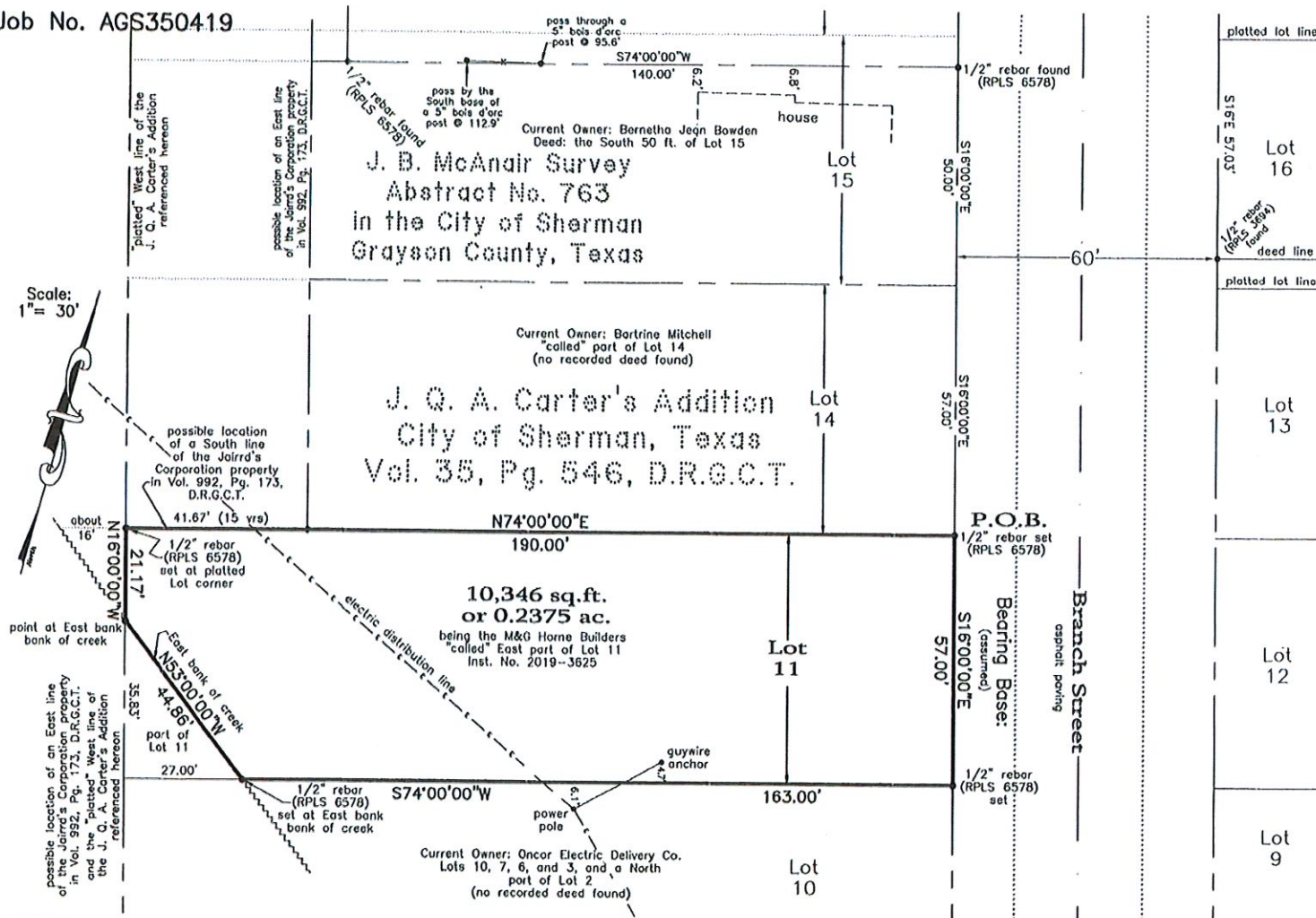



Notary Public, State of Texas
My commission expires: 08-18-2021

AFTER RECORDING RETURN TO:

M&G Home Builders LLC
1218 N Brents Ave.
Sherman, Texas, 75090

Job No. AGS350419



Owner: M&G Home Builders
Address: N. Branch Street
Sherman, Texas

This survey is for the sole benefit of the Owner stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

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

Legal Description is as follows: Part of Lots 15 and 18, J. Q. A. Carter's Addition, to the City of Sherman, Texas, as per plat of record in Volume 55, Page 546, Deed Records, Grayson County, Texas. See the attached Field Notes for the metes and bounds description of the subject property.



Kate A. Wagner, R.P.L.S. No. 6578
Copyright Date: April 11, 2019

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

Note: This survey was done without the benefit of a title commitment. Subject property deed and prior deeds only refer to this property as being the "East part of Lot 11." Surveyor has established the West line of the "East part of Lot 11" as the East bank of a creek, as being the best use of occupation of any property lines. If surveyor is provided anything that varies from the deeded legal description, this survey is subject to change.

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: helveysurveying@comcast.net

TBPLS Firm Registration No. 10088100

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

FIELD NOTES

0.2375

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the J. B. McAnair Survey, Abstract No. 763, being a part of Lot 11, of J. Q. A. Carter's Addition, to the City of Sherman, Texas, the plat of which is recorded in Volume 35, Page 546, Deed Records, Grayson County, Texas, and being "called" the East part of said Lot 11 as conveyed by General Warranty Deed from Lucille Bradley to M&G Home Builders on February 20, 2019 and recorded in Instrument No. 2019-3625, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a ½ inch rebar (RPLS 6578) set in the West line of Branch Street, a "North-South" City Street, at the Northeast corner of said Lot 11 and at the Southeast corner of Lot 14 of said Carter's Addition, **SAID** beginning rebar being South 16 deg. 00 min. 00 sec. East, 107.00 ft. from a ½ inch rebar (RPLS 6578) found in the West line of Branch Street, and maintaining the Northeast corner of the Bernetha Jean Bowden lot or tract of land, that is "called" the South 50 ft. of Lot 15 of said Carter's Addition, **SAID** "found" rebar also maintaining the Southeast corner of the M&G Home Builders lot or tract of land, that is "called" 42 ft. (wide) by 140 ft. (deep), but only measured 40.26 ft. wide (½ inch rebar found in an "East-West" chain link fence) at the front line thereof;

THENCE South 16 deg. 00 min. 00 sec. East, with the East line of said Lot 11 and with the West line of Branch Street, a distance of 57.00 ft. to a ½ inch rebar (RPLS 6578) set at the Southeast corner of Lot 11 and at the Northeast corner of Lot 10 of said Carter's Addition;

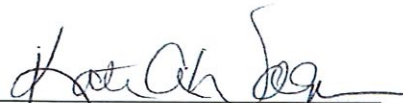
THENCE South 74 deg. 00 min. 00 sec. West, with the South line of said Lot 11 and with the North line of said Lot 10, a distance of 163.00 ft. to a ½ inch rebar (RPLS 6578) set at or near the East bank of a creek, at the Southwest corner of the herein described lot or tract of land;

THENCE North 53 deg. 00 min. 00 sec. West, along and near the East bank of said creek, a distance of 44.86 ft. to a point in the West line of said Lot 11, at an angle point in the West line of the herein described lot or tract of land;

THENCE North 16 deg. 00 min. 00 sec. West, with the West line of said Lot 11, a distance of 21.17 ft. to a ½ inch rebar (RPLS 6578) set at the Northwest corner of Lot 11 and at the Southwest corner of said Lot 14;

THENCE North 74 deg. 00 min. 00 sec. East, with the North line of said Lot 11 and with the South line of said Lot 14, a distance of 190.00 ft. to the **PLACE OF BEGINNING** and containing **0.2375 ACRES** of land.




Kate A. Wagner, R.P.L.S. No. 6578
September 27, 2018

CITY OF SHERMAN

RESIDENTIAL BUILDING PERMIT

SUBCONTRACTOR: M&G HOME BUILDERS
LLC

PERMIT #: 192202

DATE ISSUED: 10/07/2019

PROJECT ADDRESS: 1016 N BRANCH ST
PARCEL ID: 159991
SUBDIVISION: J Q A CARTER ADDITION

LOT #: E PT 11
BLK #: 1
ZONE ORD: R-1 ONE FAMILY RESIDENTIAL

ISSUED TO: M&G HOME BUILDERS LLC
ADDRESS: 1218 N BRENTS
CITY, ST ZIP: SHERMAN TX 75090
PHONE: 903-870-8212

CONTRACTOR: M&G HOME BUILDERS LLC
ADDRESS: 1218 N BRENTS
CITY, ST ZIP: SHERMAN TX 75090
PHONE:

PROP.USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION

SQ FT: 1,446.00
BEDROOMS: 3

VALUATION: \$ 0.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

BATHROOMS: 2
STORIES: 1

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

NOTES:

NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

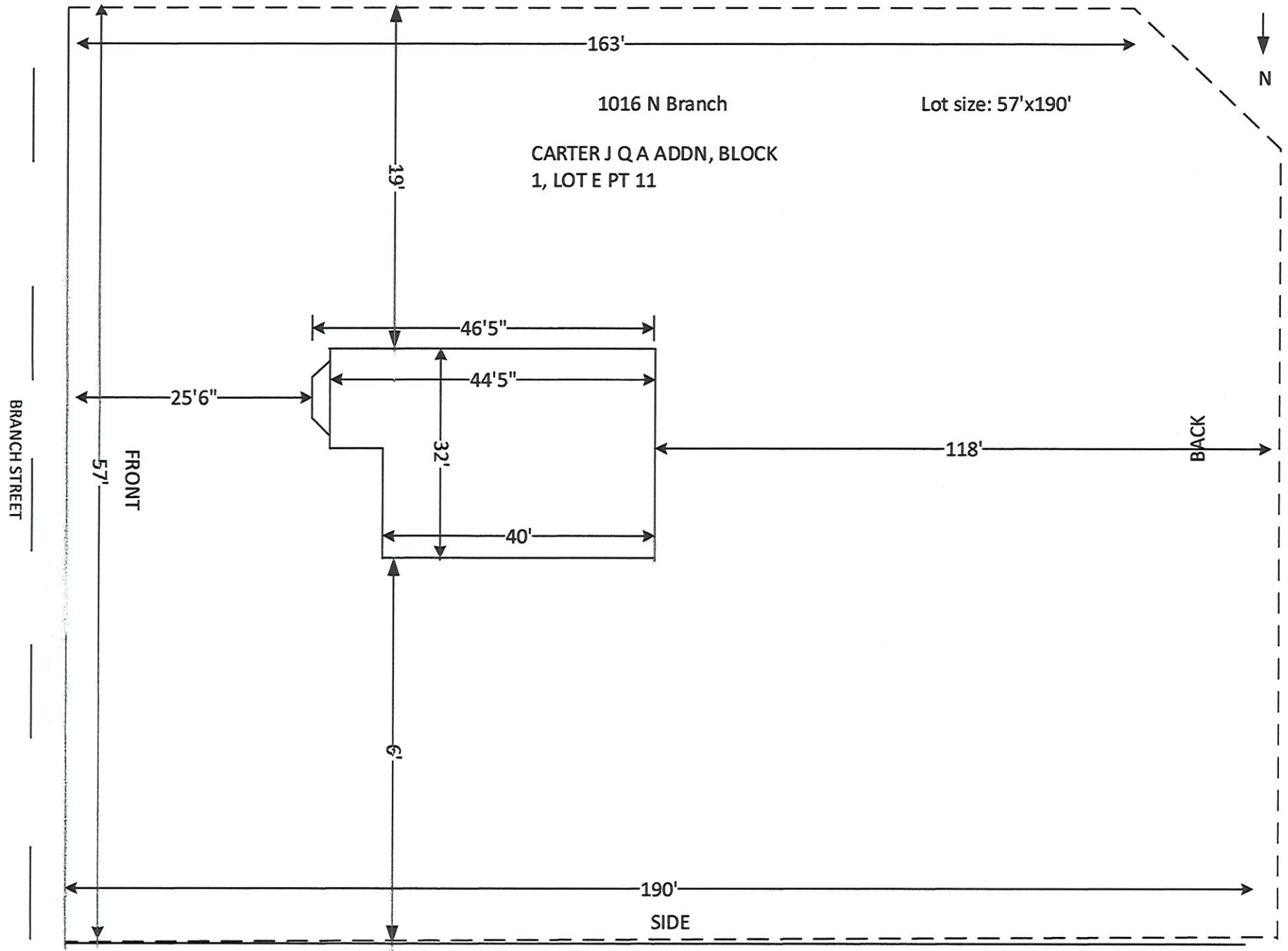
10/7/19
DATE

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

10/7/2019
DATE

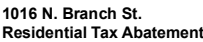
(APPROVED BY) BUILDING & ZONING

10/15/19
DATE



1016 North Branch Street

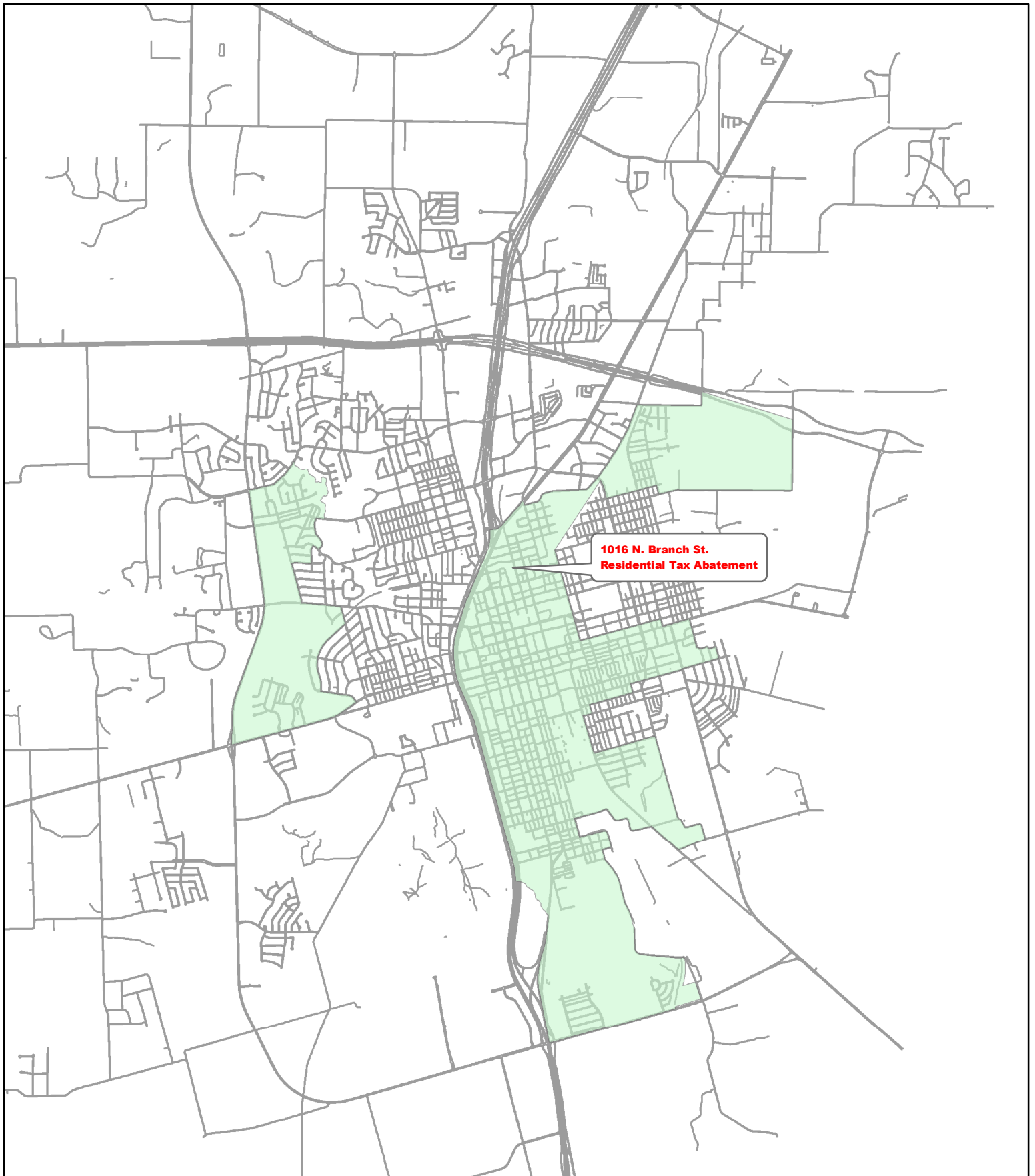




1016 North Branch Street



1 in = 500 ft



Residential Tax Abatement 1016 North Branch Street



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 inch = 5,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 5.

Meeting Date: 11/04/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6557**

Authorizing Execution of an Agreement with Tobar's Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 702 South Rusk Street within City of Sherman Reinvestment Zone, Number Ten (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 702 South Rusk Street situated within City of Sherman Reinvestment Zone, Number Ten (#10).

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 current designated zone for residential tax abatement.

Origination:

Tobar's Properties, LLC, Owners

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$427.30 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. 6557

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Site Plan

Photo

Aerial Location Map

Reinvestment Zone Map

RESOLUTION NO. 6557

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBAR'S PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 702 SOUTH RUSK STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Tobar's Properties, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Tobar's Properties, LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 702 South Rusk Street, lying within City of Sherman Reinvestment Zone, Number Ten (#10); 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 _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 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, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6210) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY’S guidelines and criteria enacted the 18th day of April, 2016;

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, 2019, and continuing for tax years 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027 and 2028, 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 2019, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2019	100%
2020	100%
2021	100%
2022	100%
2023	100%
2024	100%
2025	80%
2026	60%
2027	40%
2028	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 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027 and 2028, 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 702 South Rusk Street, Sherman, Texas, and as more particularly described by the following:

BEING the north 20 feet of Lot 5 and the south 30 feet of Lot 6, Block 1, Post Oak Addition, an addition to the City of Sherman, Grayson County, Texas, shown by Plat of record in Volume 35, Page 58, Deed Records, Grayson County, Texas

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

Tobar's Properties, LLC
635 Preston Meadows Road
Sherman, TX 75092
(903) 816-0416

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2019.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
TOBAR'S PROPERTIES, LLC

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
MARIO TOBAR

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

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

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

GIVEN UNDER MY HAND and seal of office this ____day of _____, 2019 A.D.

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

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Tobias Properties LLC

Mailing Address: 635 Preston Meadows Rd Sherman TX 75042

Telephone Number: (903) 816-0416

Contact (if different than owner):

Name: Same.

Mailing Address: Same.

Telephone Number: _____

Property:

Physical Address: 702 S. Pusk

Summary Legal Description: Lot: 25.5.25.6 Block: 1 Addition: Post Oak.

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: \$100,000.

Estimated Date of Start of Construction: 10/10/19

Estimated Date of Completion of Project: 09/10/20.

Description of Project: _____

New House

Applicant(s): [Signature]

Date: 10/10/19

Date: _____

2018 - 11688



VG-286-2018-11688

Grayson County
Wilma Bush
County Clerk

Instrument Number: 2018 - 11688

Real Property Recordings

Recorded On: May 25, 2018 11:01 AM

Number of Pages: 3

Parties: THOMAS CASEY

" Examined and Charged as Follows: "

Total Recording: \$30.00

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

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

File Information:

Document Number: 11688
Receipt Number: 20180525000053
Recorded Date/Time: May 25, 2018 11:01 AM
User: Tiffany R
Station: CLERK05

Record and Return To:

RED RIVER TITLE CO
421 N CROCKETT ST

SHERMAN TX 75090



STATE OF TEXAS
COUNTY OF GRAYSON

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

Wilma Bush
County Clerk
Grayson County, TX

0127421

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 §
 § KNOW ALL BY THESE PRESENTS: THAT
COUNTY OF GRAYSON §

CASEY THOMAS, a single man ("Grantor"), whose mailing address is 940 Rustic Lane, Prosper, Texas 75078, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by TOBAR'S PROPERTIES, L.L.C., a Texas limited liability company ("Grantee"), whose mailing address is 635 Preston Meadows Road, Sherman, Texas 75092, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following real property, together with all improvements thereon (the "Property"):

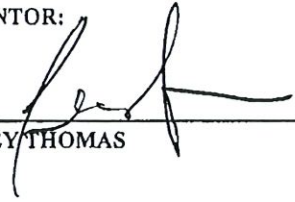
BEING THE NORTH 20 FEET OF LOT 5 AND THE SOUTH 30 FEET OF LOT 6, BLOCK 1, POST OAK ADDITION, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, SHOWN BY PLAT OF RECORD IN VOLUME 35, PAGE 58, DEED RECORDS, GRAYSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold unto Grantee, and Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind itself and its heirs and successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) the liens securing payment of ad valorem taxes for the current and all subsequent years and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in Grayson County, Texas, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

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

EXECUTED AS OF AND EFFECTIVE the 21st day of May, 2018.

GRANTOR:

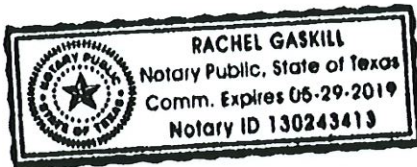

CASEY THOMAS

ACKNOWLEDGEMENT

STATE OF Texas §
COUNTY OF Collin §

Before me, a Notary Public, on the 24th day of May, 2018
personally appeared CASEY THOMAS, who acknowledged that he did sign the foregoing
instrument, and acknowledged to me that he executed the same for the uses and purposes and
consideration therein expressed.


Notary Public, State of Texas



PREPARED IN THE LAW OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, TX 78701

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 192250 SUBCONTRACTOR: TOBAR PROPERTIES LLC DATE ISSUED: 10/10/2019

PROJECT ADDRESS:	702 S RUSK ST	LOT #:	PART OF 5 & 6
PARCEL ID:	163686	BLK #:	1
SUBDIVISION:	POST OAK ADDN	ZONE ORD:	R-1 ONE FAMILY RESIDENTIAL
ISSUED TO:	TOBAR PROPERTIES LLC	CONTRACTOR:	TOBAR PROPERTIES LLC
ADDRESS:		ADDRESS:	
CITY, ST ZIP:	SHERMAN TX 75092	CITY, ST ZIP:	SHERMAN TX 75092
PHONE:	903-816-0416	PHONE:	
PROP. USE:	ONE FAMILY RESIDENTIAL	SQ FT:	1,939.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	3
VALUATION:	\$ 0.00	BATHROOMS:	2
OCCP TYPE:	ONE FAMILY RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

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

NOTES:

NOTICE

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

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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

10/10/19
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

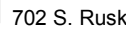
10/16/19
DATE

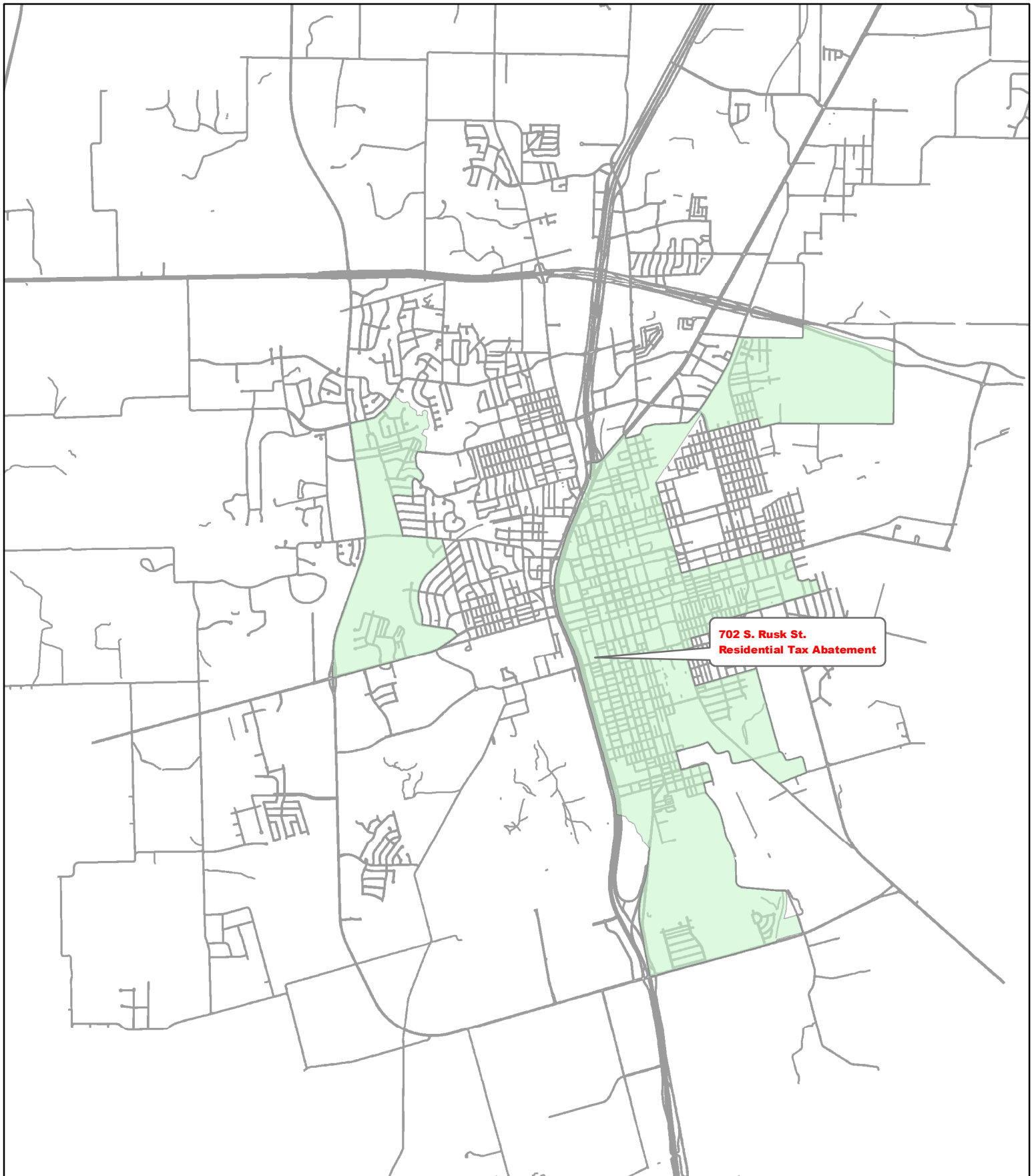

(APPROVED BY) BUILDING & ZONING

10/14/19
DATE

702 South Rusk Street







**Residential Tax Abatement
702 South Rusk Street**



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 5,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 6.

Meeting Date: 11/04/2019

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6558**

Authorizing the Purchase of a New T800 Kenworth Roll Off Truck for the Solid Waste Department from MHC Kenworth, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new T800 Kenworth Roll Off Truck from the Texas Local Government Purchasing Cooperative (BuyBoard) for use within the Solid Waste Department

Background:

The new T800 Kenworth Roll Off Truck is in addition to the existing fleet to allow for the increase of construction growth in the city.

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

Origination:

Department of Public Works

Financial Consideration:

The new T800 Kenworth Roll Off Truck will be purchased from MHC Kenworth for \$187,505.04 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2019-2020 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new T800 Kenworth Roll Off Truck through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6558

Kenworth Roll Off Truck Quote

BuyBoard Interlocal Agreement

RESOLUTION NO. 6558

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW T800 KENWORTH ROLL OFF TRUCK FOR THE SOLID WASTE DEPARTMENT FROM MHC KENWORTH, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from MHC Kenworth, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard) a T800 Kenworth Truck with Roll Off Unit at a total price of One Hundred Eighty-Seven Thousand Five Hundred Five Dollars and Four Cents (\$187,505.04). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2019-2020 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

Texas Local Government Purchasing Cooperative

		PRICING WORKSHEET	
Buying Agency: City of Sherman		Date Prepared: 10/24/2019	
Contract # 521-16			
Product Description: T800 Kenworth with Roll Off unit			
Contact Person: Earl Tucker		Item: Base Chassis Bid	\$ 84,718.53
B: Options		Option cost is 90% of MSRP	
X15 450HP Cummins	5,260.00	Switch & wiring for pto	298.00
Trans 4500RDS 6 speed	25,168.00	Adjustable column	462.00
Dana Driveline 1810 series	2,066.00	Link cabmate	721.00
Dana D2000 20K front axle	2,471.00	Dual moto heated mirrors	542.00
Front taper leaf springs 20K	1,220.00	Dual air hoirns	261.00
Dual power steering	1,407.00	Convex hood mirrors	374.00
Dana D46-172H 46K rear axle	3,340.00	fender well extensions	267.00
Differential lock	2,766.00	Front aluminum hub pilots 20K	649.00
Full frame insert	2,110.00	6S/6M Anti lock system	537.00
Front tire G296 MSA Goodyear	1,066.00	Polished wheels	414.00
Rear tires G751 MSA 11R22.5	1,260.00	Frame rails 10-5/8 x 31/2 5/16	578.00
Front wheel 88362 Alcoa 22.5x12.25	867.00	Polish fuel tank	472.00
Rear wheel Alcoa 11R22.5`	1,840.00	Polish DEF tank	329.00
Horton Fan Hub 2 speed`	436.00	Front tow hooks	251.00
Fuel cooler	220.00	Locate air dryer inside of frame	885.00
Power steering cooler	363.00	Square end of frame	240.00
Hendrickson Haulmaxx HMX460 46K	661.00	dash gauges	304.33
Spare rtires & wheels	3,713.01		
Subtotal Column 1:	\$ 56,234.01	Subtotal Column 2:	\$7,584.33
Total Options		\$63,818.34	
90% of MSRP applied		57,436.51	
CHASSIS WITH FACTORY OPTIONS		\$ 142,155.04	
TOTAL BODY PRICE	See attached body spec sheet	Body	\$44,950
Additional Options:		Included	
Buy Board Fee		400.00	
Transportation		Included	
DOT Inspection with Fire Extinguisher and Road Flare Kit		Included	
Each		TOTAL BUY BOARD PRICE	\$187,505.04
Please issue a purchase order to the Buy Board; the Buy Board will notify MHC Kenworth - Dallas, Texas			
Thank you,			
Earl Tucker			

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

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

GENERAL PROVISIONS

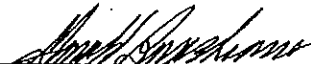
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

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

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

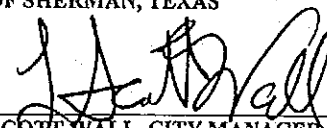
TO BE COMPLETED BY THE COOPERATIVE:

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 7.

Meeting Date: 11/04/2019

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6559**

Authorizing the Purchase of a New T270 Kenworth Service Truck for the Solid Waste Department from MHC Kenworth, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new T270 Kenworth Service Truck through the Texas Local Government Purchasing Cooperative (BuyBoard) for use within the Solid Waste Department

Background:

The requested purchase is to replace Unit 651, a 1992 Ford Utility Truck.

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

Origination:

Department of Public Works

Financial Consideration:

The new T270 Kenworth Service Truck will be purchased from MHC Kenworth, Inc. for \$144,390.13 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2019-2020 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new T270 Kenworth Service Truck through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6559

Kenworth Service Truck Quote

BuyBoard Interlocal Agreement

RESOLUTION NO. 6559

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW T270 KENWORTH SERVICE TRUCK FOR THE SOLID WASTE DEPARTMENT FROM MHC KENWORTH, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from MHC Kenworth, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard) a T270 Kenworth Service Truck at a total price of One Hundred Forty-Four Thousand Three Hundred Ninety Dollars and Thirteen Cents (\$144,390.13). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2019-2020 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

Texas Local Government Purchasing Cooperative

		PRICING WORKSHEET	
Buying Agency: City of Sherman		Date Prepared: 10/11/2019	
Contract # 521-16			
Product Description: T270 Kenworth with Knapheide service body			
Contact Person: Earl Tucker		Item: Base Chassis Bid	\$ 56,022.73
B: Options		Option cost is 90% of MSRP	
Paccar PX-7 300HP	3,243.00	Dual air horn	258.00
DPF/SCR exhaust	1,109.00	Rear cab window 17.5x16	609.00
Allison Trans 2500RDS	6,577.00	Sunvisor	401.00
Dana Driveline SPL100	481.00	Engine block heater	115.00
Differential lock	1,164.00	Jump start terminals	188.00
Hendrickson HAS210L 21K suspension	1,181.00	Body builder harness	74.00
Removeable front tow hooks	253.00	Bug Screen	218.00
Chrome front bumper	483.00	Bendix front brakes 16.5x5	157.00
Rear tire XDA Michelin 11R22.5	946.00	Rear axle P22060S 22K	255.00
Polished def cover	284.00	Rear Alcoa wheel 22.5x8.25	368.00
Telescopic steering wheel	570.00	Front wheel Alcoa 22.5x8.25	415.00
Switch & wiring for pto	221.00	Front tire XZE2 Michelin	255.00
Bolted cab support	134.00	Small round DEF tank 11 gallon	142.00
2 Air suspension gauges	278.00	5 spare switches	141.00
Driver information center	238.00	Driver seat air cushion	132.00
Kenworth am/fm radio	364.00	Electric window lift	162.00
Dash mt cb assy.	202.00	Back up alarm	106.00
Remote keyless entry	348.00	Fire extinguisher	124.00
Subtotal Column 1:	\$ 18,076.00	Subtotal Column 2:	\$4,120.00
Total Options		\$22,196.00	
90% of MSRP applied		19,976.40	
CHASSIS WITH FACTORY OPTIONS		\$ 75,999.13	
TOTAL BODY PRICE	See attached body spec sheet	Body	\$67,991
Additional Options:		Included	
Buy Board Fee		400.00	
Transportation		Included	
DOT Inspection with Fire Extinguisher and Road Flare Kit		Included	
Each		TOTAL BUY BOARD PRICE	\$144,390.13
Please issue a purchase order to the Buy Board; the Buy Board will notify MHC Kenworth - Dallas, Texas			
Thank you,			
Earl Tucker			

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

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

GENERAL PROVISIONS

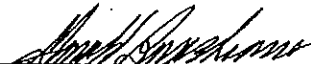
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

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

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

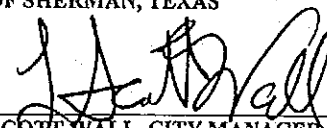
TO BE COMPLETED BY THE COOPERATIVE:

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 8.

Meeting Date: 11/04/2019

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6560**

Authorizing the Purchase of a New 2020 Wilkens Transfer Trailer for the Solid Waste Department from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new 2020 Wilkens Transfer Trailer from the Texas Local Government Purchasing Cooperative (BuyBoard) for use within the Solid Waste Department

Background:

The requested purchase is to replace Unit 661, a 2001 TWC Transfer Trailer.

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

Origination:

Department of Public Works

Financial Consideration:

The new 2020 Wilkens Transfer Trailer will be purchased from Wilkens Industries, Inc. for \$93,932.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2019-2020 Solid Waste Department Budget.

Staff Recommendation:

Is it recommended that staff be authorized to purchase the new 2020 Wilkens Transfer Trailer through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6560

Wilkens Transfer Trailer Quote

BuyBoard Interlocal Agreement

RESOLUTION NO. 6560

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2020 WILKENS TRANSFER TRAILER FOR THE SOLID WASTE DEPARTMENT FROM WILKENS INDUSTRIES, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Wilkens Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard) a new 2020 Wilkens Transfer Trailer at a total price of Ninety-Three Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$93,932.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2019-2020 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

INDUSTRIES, INC.

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

BuyBoard Contract - Refuse Bodies, Trailers & Other Bodies 516-16 (Expires 11-30-19)

Sales Quote

Firm	City of Sherman	Date	10/10/19
Address	Solid Waste & Recycling	PO #	
City, State, Zip	Sherman, TX	Fax #	903-813-1635
Contact	Michael Springer	Phone #	903-892-7261
Completion Date:	150 days	Terms	Purchase order / net 10

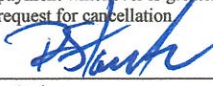
Qty.	Description	Price
1	MODEL: 2020 WILKENS STEEL COMPACTOR COMPATIBLE EJECTOR TRANSFER TRAILER (4075CCE) BuyBoard price each - \$75,571.00 \$75,571.00 Option for Front Load per City of Sherman Specifications: 3/16" hopper, 10 ga. remainder of sidewall, all side walls front to back DOMEX 100,000 MY steel, (2) spare tire & rim mounted, air over hydraulic controls. Includes roof access ladder, plating installed behind the blade, blade swipers installed, rear axle hub meter and Rock Guard Glass Filled Primer on sub-frame.....> \$12,226.00 Tariff Fee: Material increase associated with tariff charges / Approved by BuyBoard.....> \$ 6,135.00 CAPACITY: 75 CUBIC YARDS OUTSIDE DIMENSIONS A. LENGTH.....40' B. HEIGHT.....12'6" C. WIDTH FRONT.....97" D. WIDTH REAR.....97" INSIDE DIMENSIONS E. LENGTH.....39'9" F. HEIGHT FRONT.....104" G. HEIGHT REAR.....104" H. WIDTH FRONT.....90" I. WIDTH REAR.....90" TRAILER FEATURES J. SIDEWALL.....50,000# M.Y. 10GA STEEL K. SIDE POSTS.....12 GA. STEEL 90 DEGREE 15" OC, HORIZONTAL BRACE REAR (8) POST. L. ROOF.....SAME AS SIDE WALL WITH INTERLOCKING POSTS M. BOTTOM RAIL.....7 GA. FORMED STEEL CHANNEL ACCEPTING CROSSMEMBERS N. KING PIN TO AXLE.....35" O. KING PIN SETTING.....36" WITH 3/8" STEEL T-1 PLATE P. SUB-FRAME.....4" X 8" X 3/16" STEEL TUBE EXTENDED Q. LANDING GEAR.....HOLLAND MARK V, SELF LEVELING SHOE R. GEAR SUPPORT.....7GA S. GEAR BRACES.....3" CHANNEL T. SUSPENSION.....TANDEM SPRING, 50,000# CAPACITY, SET BACK U. AXLES & BRAKES.....(2) 5" ROUND, 25,000# AXLES, 452M ABS WITH TOP MOUNT CHAMBERS V. HUBS.....10 BOLT, OUTBOARD, HUB METER REAR DRIVER SIDE AXLE W. RIMS.....(8) STEEL DISC X. TIRES.....(8) 11R X 22.5, 14PLY, TWO TIRES & WHEELS SHIPPED LOOSE IN TRAILER Y. REAR DOOR.....SIDE SWING DOOR, MANUAL LATCHES, INSTALL WINDER IN LIEU OF SWING ARM KING PIN SECTION.....FABRICATED FROM 1/2" T-1 PLATE CROSSMEMBERS.....4" X 3.2# ON 12' CENTERS, STEEL I-BEAM LIGHT SYSTEM.....TRUCK LIGHT 40 SERIES, LIGHTS IN DOOR COVER.....ENCLOSED WITH HYDRAULIC FRONT LOADING DOOR 86" x 108" x 12 GA. STEEL UNLOADING SYSTEM.....EJECTOR, SPEED RETURN VALVE, 8.5" 5-STAGE 2-PORT CYLINDER, 7 GA. STEEL PUSH PLATE WITH SWIPES INSTALLED FOR TIGHT TOLERANCE, PUSH BLADE ANGLE NEW DESIGN, MID-CYLINDER SUPPORT. INSTALL FLAT PLATE BEHIND THE BLADE. INSTALL TOP PLATE TO HELP KEEP GARBAGE FROM GOIN OVER THE TOP FLOOR THICKNESS.....7 GA 50,000# MIN YIELD MISC EQUIPMENT.....TEMA PRES-RETURN COUPLERS 2-SPOOL HYDRO VALVE TO OPERATE TOP DOOR AND EJECTOR BLADE, PUSH/PULL HANDLES. ACCESS LADDER INSTALLED. METAL PREP.....EXTERIOR SANDBLASTED, ROCK GUARD GLASS FILLED PRIMER ON SUB-FRAME. PAINT.....POLYURETHANE WHITE 4 MIL, PPG #91295 WEIGHT.....APPROX. 27,000# +/- 3%	
	TOTAL PRICE	\$93,932.00

F.E.T. Federal Excise Tax		+	\$	N/A
Freight		+	\$	Included
Other	BUYBOARD FEE	+	\$	Included
Balance Due at delivery:			\$	93,932.00

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

The purchaser further agrees:

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

Signed By:		Accepted By:	
Title:	Sales	Title:	
Date:	10/10/19	Date:	

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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 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
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 - 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

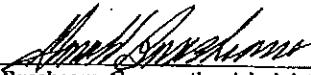
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2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments 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:

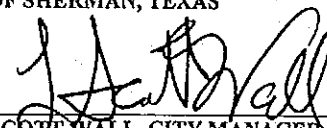
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
Gerald Brashears, Cooperative Administrator

Date: 7-15-02

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: 
L. SCOTT WALL, CITY MANAGER

Date: 5/28/2002

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 11/04/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 1**

Flanary Road Wastewater Extension Project; Lynn Vessels Construction, LLC; \$51,724.05 decrease

Issue:

To consider the approval of Change Order No. 1 with Lynn Vessels Construction, LLC for the Flanary Road Wastewater Extension Project

Background:

Change Order No. 1 will adjust the project quantities for the Flanary Road Wastewater Extension Project. Project bids came in higher than originally estimated. In order to help with cost, the City met with the contractor and design engineer to create cost effective alternatives on the project. Design changes included updating the aerial crossing and coordinating with property owners to remove proposed bore in the middle of the project. These design changes created a cost savings of \$51,724.05 for this project.

Origination:

Engineering Department

Financial Consideration:

The change order results in a \$51,724.05 decrease in the contract amount, yielding a final contract price of \$432,873.64.

Staff Recommendation:

It is recommended the Change Order No. 1 for the Flanary Road Wastewater Extension Project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1
Aerial Location Map

Change Order

No. 1 (One)

Date of Issuance: October 24, 2019

Project: Flanary Road Wastewater Extension	Project No.: PW #3056 Bid No.: 2019-19
Owner: City of Sherman	Date of Contract: TBD
Contractor: Lynn Vessels Construction, LLC	

The Contract Documents are modified as follows upon execution of this Change Order:

Item	Description	Change Order #1		Unit Price	Total Price
3	Install by Bore now by Open Cut	262	LF	\$ -142.89	\$ (37,437.18)
6	Concrete Rip-Rap	256	SY	\$ -29.41	\$ (7,528.96)
7	Aerial Crossing Change to Piers	1	LS	\$ -5,921.99	\$ (5,921.99)
8	Concrete Pipe Encasement	40	LF	\$ 43.41	\$ 1,736.40
10	20" Dry Bore and Case (correction to Bid Schedule)	31	LF	\$ 400.00	\$ 12,400.00
CO-1	Remove Corrosion Resistant Coating from Manholes	150.4	VF	\$ -99.55	\$ (14,972.32)
Total Change					\$ (51,724.05)

Justification:

Adjustment for quantities to reduce construction costs

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$484,597.69

Increase from previously approved Change Orders No. 0 to No. 0:

\$0

Contract Price prior to this Change Order:

\$484,597.69

Decrease of this Change Order:

\$51,724.05

Contract Price incorporating this Change

\$432,873.64

Original Contract Times:

Substantial completion days: 90

Substantial completion date: TBD

Increase from previously approved Change Orders

No. 0 to No. 0 :

Substantial completion days: 0

Substantial completion date: TBD

Contract Times prior to this Change Order:

Substantial completion days: 90

Substantial completion date: TBD

Increase of this Change Order:

Substantial completion days: 0

Substantial completion date: TBD

Contract Times with all approved Change Orders:

Substantial completion days: 90

Substantial completion date: TBD

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

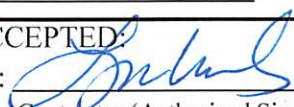
ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 

Contractor (Authorized Signature)

Date: 10/24/19





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 1.

Meeting Date: 11/04/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Update from Texas Department of Transportation Paris District Engineer Noel Paramanantham on TxDOT Projects

Issue:

To receive an update on the status of current and planned Sherman area TxDOT projects

Background:

TxDOT's Paris District Engineer Noel Paramanantham will provide a brief update on the status of several current transportation projects, including the:

- TxDOT Funding Mechanism
- US 82 Resurfacing
- FM 691 Widening
- US 75 Widening
- US 75 Ramp Reversal at FM 1417
- FM 1417 Widening

Origination:

City Manager Robby Hefton



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 2.

Meeting Date: 11/04/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Update from Director of Engineering Clint Philpott, P.E. on Various Street Maintenance Projects

Issue:

A presentation on the status of various street maintenance projects within the Sherman city limits

Background:

Mr. Philpott will provide the Council with a brief presentation on the street maintenance projects that are now underway or have been completed.

Origination:

City Manager Robby Hefton

Financial Consideration:

None

Staff Recommendation:

There is no action required of the Council for this item.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 3.

Meeting Date: 11/04/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of 95.277 acres located South of U.S. Highway 82, West of S.H. 289, and East of Preston Club Drive, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of 95.277 acres situated south of U.S. Highway 82, west of S.H. 289, and east of Preston Club Drive, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

The property owners, Chris and Claire Rehmet, have requested annexation into the city limits of 95.277 acres located south of U.S. Highway 82, west of S.H. 289, and east of Preston Club Drive, adjacent to the Sherman City Limits and in the City's ETJ.

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

Nothing in the statute requires that the two public hearings be held on separate dates, or even at separate meetings. As the annexation was requested by the property owners and is not likely to elicit objection, City staff recommends that both public hearings on the intent to annex be held at the November 18th regular meeting and that the action on the Annexation Ordinance be taken at the December 16th regular meeting.

Origination:

Letter requesting annexation by Chris and Claire Rehmet, subject Property Owners / Developers

Financial Consideration:

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

Staff Recommendation:

City Staff recommends that both public hearings on the intent to annex be held at the November 18th regular meeting and that the action on the Annexation Ordinance be taken at the December 16th regular meeting.

Alternatives:

None proposed

Attachments

Annexation Scheduling Plan - Rehmet Development

Request for Annexation

Municipal Service Plan

Exhibit A - Legal Description

Exhibit A - Drawing

Aerial Location Map

ANNEXATION SCHEDULING PLAN

**Annexation of 95.277 acres of land adjacent to the city limits
located South of U.S. Highway 82, West of S.H. 289, and East of Preston Club Drive,
being more specifically described as:
REHMET DEVELOPMENT**

- Wednesday, November 6, 2019..... Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
- Thursday, November 7, 2019..... Post notice on City's website, newspaper and City Hall for City Council's 1st and 2nd Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
- Thursday, November 14, 2019..... Post notice of 1st and 2nd Public Hearing under the Open Meetings Act.
- Monday, November 18, 2019..... City Council's 1st and 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
- Thursday, December 12, 2019..... Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
- Monday, December 16, 2019..... City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

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

October 19, 2019

Ms. Amber Doan
City of Sherman
200 W. Mulberry Dr.
Sherman, TX 75090

RE: Annexation Request

Dear Ms. Doan:

Chris Rehmet and I (Claire Rehmet) own two parcels of land with frontage on US 82. They are immediately adjacent to the Sherman City Limits, which extends across the front of the properties. The GCAD IDs are Parcel 119095 and 119117. We would like both parcels to be annexed. A survey of both parcels is attached and labeled as "ATTACHMENT A". Additionally, we would like the portion of the property in the attached survey and legal description labeled as "ATTACHMENT B" to be **brought in with a zoning of C-1 (Retail business) district** due to the fact that it has frontage along US 82 and should be zoned as such. The remainder of the property can be brought in as SF-1 (Single Family Residential) district. We would like to have it annexed at this time to establish the zoning and perhaps market the property. We understand that the City of Sherman has water service available if desired and that sewer service will be available from the City of Sherman in the future.

If you have any questions or need any additional information, please contact my engineer, Clay Barnett, P.E., at (903) 870-6543.

Thanks,



Chris & Claire Rehmet

City of Sherman
Municipal Service Plan
95.277 Acres East of Preston Club

INTRODUCTION:

The annexation is the site of approximately 95.277 acres south of U.S. Highway 82, West of S.H. 289, and East of Preston Club Drive, lying adjacent to the City of Sherman existing city limits.

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

MUNICIPAL SERVICES TO BE PROVIDED:

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

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

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

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

STREETS AND BRIDGES: Any future streets or improvements will be developed by the standard provisions of the Developer's Ordinance with future maintenance by the City of Sherman. Street lighting will be established according to city guidelines.

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

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon

annexation.

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

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

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

WATER SERVICE: Water service will be provided to the area in accordance with the City's Developer's Ordinance.

SEWER SERVICE: Sewer service will be provided to the area in accordance with the City's Developer's Ordinance. No new service connections will be permitted until the current system has been upgraded to handle additional sewer capacity. Coordination with City Engineering Department required prior to development.

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: kate@helveywagnersurvey.net

TBPLS Firm Registration No. 10088100

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

FIELD NOTES

95.277 Acres

SITUATED in the County of Grayson, State of Texas, being a part of the Daniel Bickenback Survey, Abstract No. 128 and the McMullen and McGloin Survey Abstract No. 762, being a part of the 102.27 Acre tract of land conveyed by General Warranty Deed from Lee Charles Hudgins and Nancy Hudgins to Christopher Rehmet and Claire Rehmet on September 11, 2003 and recorded in Volume 3535, Page 296, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the South right-of-way line of U.S. Highway No. 82, the West line of the Henry Ritchey Survey, Abstract No. 1025 and the East line of said J. McMullen and McGloin Survey, at the Northeast corner of the 104.109 acre tract of land conveyed to UCD 82 / Hudgins, LP., recorded in Volume 3912, Page 943, said Official Public Records and the Northwest corner of both said Rehmet 102.27 ac. and the herein described tract;

THENCE South 04 deg. 21 min. 05 sec. East, with the West lines of both said Henry Ritchey Survey and Hudgins 104.109 ac. and the East lines of both said J. McMullen and McGloin Survey and Rehmet 102.27 ac. passing the Southeast corner of said J. McMullen and McGloin Survey and the most Northern Northeast corner of said Daniel Bickenback Survey, continuing on for a **TOTAL** distance of 2581.36 ft. to a point, at the Southwest corner of said Hudgins 104.109 ac., the Southwest corner of said Henry Ritchey Survey, the Northwest corner of both J.M. Thomas Survey, Abstract No. 1234 and the 5.3 acre tract of land conveyed to Dennis A. Stengel, recorded in Volume 2238, Page 418, Real Property Records, Grayson County, Texas and an angle point of both said Rehmet 102.27 ac. and the herein described tract;

THENCE South 03 deg. 48 min. 06 sec. East, with the West line of both said J.M. Thomas Survey and Stengel 5.3 ac. and the West line of both said Daniel Bickenback Survey and Rehmet 102.27 ac., passing the Southwest corner of said Stengel 5.3 ac. and continuing for a **TOTAL** distance of 473.06 ft. to a point in a North line of both Preston Run Road and Preston Club The Classics – Phase Three, recorded in Volume 19, Page 46, Plat Records, Grayson County, Texas, at the Southeast corner of the herein described tract;

THENCE Northerly and Westerly, over and across said Rehmet 102.27 ac., with the East and North lines of said Preston Club The Classics – Phase Three, the following calls and distances:

1. North 56 deg. 48 min. 35 sec. West, 49.61 ft. to a point, at the beginning of said curve;
2. Northwesterly, with a curve to the left having a Central Angle (Delta) of 8 deg. 44 min. 15 sec., a Radius of 205.00 ft. (Chord bears North 61 deg. 10 min. 33 sec. West, 31.23 ft.), an arc distance of 31.26 ft. to a point at the end of said curve, at the most Southerly Southeast corner of the herein described tract;
3. North 01 deg. 12 min. 25 sec. West, 157.26 ft. to a point at the Northeast corner of said Preston Club The Classics-Phase Three and an Ell corner of the herein described tract;
4. South 87 deg. 31 min. 54 sec. West, 224.00 ft. to an angle point;
5. South 79 deg. 01 min. 33 sec. West, 223.00 ft. to an angle point;
6. South 86 deg. 07 min. 16 sec. West, 431.90 ft. to a point in an East line of the Preston Club The Classics - Phase Two, recorded in Volume 14, Page 72, said Plat Records and a West line of said Rehmet 102.27 ac., at the most Northern Northwest corner of said Preston Club The Classics – Phase Three and the most Westerly Northwest corner of the herein described tract;

THENCE Northwesterly, with the East lines of said Preston Club The Classics – Phase Two and the West line of said Rehmet 102.27 ac., the following calls and distances:

1. Northwesterly, with a curve to the left having a Central Angle (Delta) of 26 deg. 00 min. 22 sec., a Radius of 781.94 ft. (Chord bears North 48 deg. 00 min. 58 sec. West, 351.88 ft.), an arc distance of 351.88 ft. to a point at the end of said curve;
2. North 61 deg. 04 min. 58 sec. West, 106.08 ft. to a point, at the beginning of curve;
3. Northwesterly, with a curve to the right having a Central Angle (Delta) of 31 deg. 21 min. 25 sec., a Radius of 553.73 ft. (Chord bears North 45 deg. 21 min. 14 sec. West, 299.28 ft.), an arc distance of 303.05 ft. to a point at the end of said curve;
4. North 29 deg. 30 min. 02 sec. West, 104.71 ft. to a point, at the beginning of curve;

5. Northwesterly, with a curve to the right having a Central Angle (Delta) of 08 deg. 42 min. 59 sec., a Radius of 722.08 ft. (Chord bears North 25 deg. 08 min. 32 sec. West, 109.74 ft.), an arc distance of 109.85 ft. to a point at the beginning of another curve;
6. Northwesterly, with a curve to the left having a Central Angle (Delta) of 22 deg. 04 min. 29 sec., a Radius of 1116.00 ft. (Chord bears North 31 deg. 49 min. 17 sec. West, 427.32 ft.), passing the Northeast corner of said Preston Club The Classics – Phase Two and continuing on for a **TOTAL** arc distance of 429.97 ft. to a point at the end of said curve;
7. North 42 deg. 51 min. 30 sec. West, passing the most Eastern Southeast corner of Block 2, said Preston Club The Classics – Phase Two and continuing on for a **TOTAL** distance of 259.22 ft. to a point, at the most Southerly corner of the Preston Club The Legends Subdivision, Phase Two, recorded in Volume 10, Page 31, said Plat Records and at an angle point of both said Rehmet 102.27 ac. and the herein described tract;

THENCE Northerly, with the East lines of said Preston Club The Legends Subdivision, Phase Two and the West lines of said Rehmet 102.27 ac., the following calls and distances:

1. North 27 deg. 29 min. 05 sec. East, 678.55 ft. to an angle point;
2. North 02 deg. 46 min. 53 sec. East, 189.21 ft. to an angle point;
3. North 22 deg. 46 min. 00 sec. East, 159.55 ft. to a point in the East line of Preston Club Drive, at the most Northerly corner of said Preston Club The Legends, Phase Two and an angle point of both said Rehmet 102.27 ac. and the herein described tract;

THENCE Northeasterly, with the East line of said Preston Club Drive and the West lines of said Rehmet 102.27 ac., the following calls and distances:

1. North 51 deg. 44 min. 00 sec. East, 210.24 ft. to a point, at the beginning of a curve;
2. Northeasterly, with a curve to the right having a Central Angle (Delta) of 08 deg. 28 min. 02 sec., a Radius of 3607.97 ft. (Chord bears North 55 deg. 58 min. 01 sec. East, 532.70 ft.), an arc distance of 533.19 ft. to a point, at the end of said curve;
3. North 60 deg. 12 min. 02 sec. East, 85.91 ft. to a point, at the beginning of a curve;
4. Northeasterly, with a curve to the left having a Central Angle (Delta) of 63 deg. 46 min. 39 sec., a Radius of 250.06 ft. (Chord bears North 28 deg. 18 min. 43 sec. East, 264.20 ft.), an arc distance of 278.35 ft. to a point, in the South right-of-way line of said U.S. Highway No. 82, at the Northwest corner of both said Rehmet 102.27 ac. and the herein described tract;

THENCE North 86 deg. 22 min. 31 sec. East, with the South right-of-way line of said U.S. Highway No. 82 and the North line of said Rehmet 102.27 ac., a distance of 720.21 ft. to the **PLACE OF BEGINNING** and containing **95.277 ACRES** of land.

J. McMullen &
McGloin Survey
Abstract No. 762
Grayson County, Texas

U.S. Highway No. 82

P.O.B.

Henry Ritchey Survey
Abstract No. 1025

UCD 82 / Hudgins LP
104.109 Acres in
Vol. 3912, Pg. 943
O.P.R.G.C.T.

Scale:
1"=300'



95.277
Acres

remainder of the
Christopher Rehmet &
Claire Tate Rehmet
102.27 Acres in
Vol. 3535, Pg. 296
O.P.R.G.C.T.

Daniel Bickenback Survey
Abstract No. 128
Grayson County, Texas

approx. location of survey line

L=429.97' R=1116.00'
Δ=22°04'29"
Chord=N31°49'17"W 427.32'

UCD 82 / Hudgins LP
104.109 Acres in
Vol. 3912, Pg. 943
O.P.R.G.C.T.

L=303.05' R=553.73'
Δ=31°21'25"
Chord=N45°21'14"W 299.28'

L=354.92' R=781.94'
Δ=26°00'22"
Chord=N48°00'58"W 351.88'

Dennis A. Stengel
5.3 Acres in
Vol. 2238, Pg. 418
R.P.R.G.C.T.

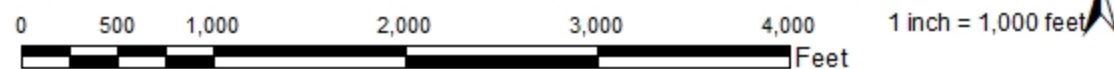
J.M. Thomas
Survey
Abstract No. 1234

Line Table		
Line #	Length	Direction
L1	49.61'	N56°48'35"W
L2	157.26'	N01°12'25"W
L3	224.00'	S87°31'54"W
L4	223.00'	S79°01'33"W
L5	106.08'	N61°04'58"W
L6	104.71'	N29°30'02"W
L7	259.22'	N42°51'30"W
L8	189.21'	N02°46'53"E
L9	159.55'	N22°46'00"W
L10	210.24'	N51°44'00"E
L11	85.91'	N60°12'02"E

Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	31.26'	205.00'	8°44'15"	N61°10'33"W 31.23'
C2	109.85'	722.08'	8°42'59"	N25°08'32"W 109.74'
C3	278.35'	250.06'	63°46'39"	N28°18'43"E 264.20'

Prepared for Annexation Purposes only

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





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 11/04/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2019 Council Calendar

2019

JANUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
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27	28	29	30	31		

FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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22	23	24	25	26	27	28
29	30	31				

1/21/2019	Martin Luther King, Jr. Day/Called City Council Meeting on 1/22/2019
2/27/2019	Called Council Meeting - Training Session for Council Members
4/26/2019	Called Budget Planning Meeting in Council Chambers
6/13/2019	Called Budget Workshop at Schulman's MBG in Sherman
6/14/2019	Called Budget Workshop at Schulman's MBG in Sherman - Cancelled
9/2/2019	Labor Day/Called City Council Meeting on 09/03/2019
9/10/2019	Called Joint Meeting with SEDCO Board in Council Chambers

[illegible]