

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 5, 2020
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER SANDRA MELTON**
- A. 3. INVOCATION BY COUNCIL MEMBER SANDRA MELTON**
- A. 4. APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS) OF SEPTEMBER 11, 2020 AND OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 21, 2020**

Proclamations

- B. 1. PROCLAMATION**
"National Arts and Humanities Month" – October 2020
- B. 2. PROCLAMATION**
"National Disability Employment Awareness Month" – October 2020

Citizen Comments

- C. 1. CITIZEN COMMENTS**
During this meeting, the City Council welcomes public comment **only** on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

- D. 1. 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

E. 1. RESOLUTION NO. 6657

Authorizing the Appointment of the Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C. as City Attorney, Pursuant to Article IV, Section 5 of the City Charter; Authorizing and Directing the City Manager to Execute an Engagement Agreement with said Law Firm

E. 2. RESOLUTION NO. 6658

Authorizing Execution of a TIRZ #3 Reimbursement and Development Agreement with Aspire Two, LLC for the Remediation and Demolition of Structures within Sherman Tax Increment Reinvestment Zone, Number Three (#3) in the City of Sherman

E. 3. RESOLUTION NO. 6659

Authorizing the Purchase of Video Evidence Solution Software for the Sherman Police Department from WatchGuard Video through Equipment Lease-Purchase Agreement No. 24944 with Motorola Solutions, Inc. through the Texas Department of Information Resources (DIR)

E. 4. RESOLUTION NO. 6660

Authorizing the Purchase of Four New Ford F-150 Trucks for the Development Services Department from Sam Pack's Five Star Ford through the Texas Local Government Purchasing Cooperative (BuyBoard)

E. 5. * RESOLUTION NO. 6661

Authorizing Execution of an Agreement with Julio Cesar Tobar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 503 East Wilson Avenue within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 6. * RESOLUTION NO. 6662

Authorizing Execution of an Agreement with Suzette Morgan for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 425 West Hester Street within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 7. * RESOLUTION NO. 6663

Authorizing the Acceptance of the Resignation of the Current City Attorney pursuant to Article IV, Section 5 of the City Charter; and Authorizing Acceptance of a Separation Agreement between the City of Sherman and Brandon Shelby of Shelby Law, PLLC

Other Business

F. 1. * OTHER BUSINESS

Consider Request of St. Mary's Catholic School to Temporarily Close Certain Streets for the "Run Run Rudolph 5K and Family Fun Run/Walk" on Saturday, December 5, 2020

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 551.074 | Personnel Matters:
(a) Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee |
| 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 2, 2020 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 2nd day of October, 2020.
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

Willie Steele

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: 10/05/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS) OF SEPTEMBER 11, 2020 AND OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 21, 2020

Attachments

September 11, 2020 - Joint Meeting with SEDCO

SEDCO Presentation

September 21, 2020

STATE OF TEXAS

§

September 11, 2020

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Joint Meeting of the Sherman City Council and the Sherman Economic Development Corporation was begun and held in the City Council Chambers on September 11, 2020.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Willie Steele.
Council Members Holland, Melton, Stevenson, Teamann.

COUNCIL MEMBERS ABSENT: Council Member Howeth.

SEDCO MEMBERS PRESENT: Gail Utter, Vice-Chairman; Scott Bandemir, Secretary; Daniel Worrell; Jason Brumm; David Plyler (Ex-Officio); Robby Hefton (Ex-Officio); Willie Steele (Ex-Officio); Shawn Teamann (Ex-Officio); Dr. David Hicks (Ex-Officio); Jeff Moore, Attorney.

SEDCO MEMBERS ABSENT: Janie Bates, Chairman.

CITY STAFF PRESENT: Robby Hefton, City Manager; Terrence Steele, Assistant City Manager; Clint Philpott, Assistant City Manager; Brandon Shelby, City Attorney; Rob Rae, Director of Development Services; Mary Lawrence, Director of Finance; Wayne Lee, Director of Engineering; Nate Strauch, Community & Support Services Manager; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

SEDCO STAFF PRESENT: Kent Sharp, President; Ashton Ghaemi, Director of Research & Marketing; Dondra Kendall, Administrative Assistant.

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open, Recognition of Guests and Visitors

Invocation by Deputy Mayor Willie Steele

CITIZEN'S COMMENTS

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

SEDCO WORK PROGRAM 2019-2020

SEDCO's Presentation of the 2019-2020 Work Program Results

SEDCO WORK PROGRAM 2020-2021

SEDCO's Presentation of the 2020-2021 Work Program

SEDCO WORK PROGRAM 2020-2021

SEDCO Board to Discuss and Consider Approval of the SEDCO Work Program 2020-2021

COUNCIL MINUTES -- SEPTEMBER 11, 2020

SEDCO WORK PROGRAM 2020-2021

City Council to Discuss and Consider Approval of the SEDCO Work Program 2020-2021

SEDCO BUDGET 2020-2021

SEDCO's Presentation of the SEDCO Budget 2020-2021

SEDCO BUDGET 2020-2021

SEDCO Board to Discuss and Consider Approval of the 2020-2021 SEDCO Budget

SEDCO BUDGET 2020-2021

City Council to Discuss and Consider Approval of the 2020-2021 SEDCO Budget

***RESOLUTION No. 6649**

Finding and Determining a Public Purpose and Public Necessity Exists for Construction of the Lamberth Road Drainage Improvements Project; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to Take all Steps Necessary to Acquire the Needed Property Rights in Compliance with All Applicable Laws and Regulations

OTHER BUSINESS

ADJOURNMENT

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN, RECOGNITION OF GUESTS AND VISITORS

Mayor Plyler called the meeting to order at 12:02 p.m., declared a quorum present, and opened the City Council Meeting. Gail Utter, Sherman Economic Development Corporation Vice-Chairman, called the SEDCO Meeting to order.

INVOCATION BY DEPUTY MAYOR WILLIE STEELE

Deputy Mayor Willie Steele gave the invocation.

CITIZEN COMMENTS

There were no citizen's comments.

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

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

COUNCIL MINUTES -- SEPTEMBER 11, 2020

SEDCO WORK PROGRAM 2019-2020

SEDCO'S PRESENTATION OF THE 2019-2020 WORK PROGRAM RESULTS

Kent Sharp, SEDCO President, said there are five goals for their Work Program. These include retaining and expanding existing industry; recruiting new industry; workforce development and employment programs; managing and marketing the real estate owned by SEDCO; and to raise the profile of SEDCO, locally, regionally, statewide, nationally, and internationally.

Under the first goal, Mr. Sharp said they completed three performance agreements. These agreements included Finisar for a \$160,000,000 investment, and an incentive of \$270,000; Presco for a \$174,741 investment, and an incentive of \$50,000; and Modular Power Systems for an \$11,200,000 investment, and an incentive of \$513,290, and 105 retained jobs.

He outlined other accomplishments to achieve that goal, and said the issues with COVID-19 did alter the way some things were done.

To recruit new industries, SEDCO worked on 18 new projects and accomplished nine site visits, including virtual visits. To encourage local vendors and local expansion, the "Buy Local" grant was increased from \$20,000 to \$50,000. They also worked on marketing and marketing videos, during the quarter.

He added that SEDCO is very active in working with local workforce development partners, and paid \$75,000 in matching funds for the Texas Workforce Commission High Demand Job Training Grant. The money will be used to purchase equipment that will be located at Sherman High School. During the 2019-2020 academic year, SEDCO has awarded four Advanced Manufacturing Certificates and 19 Industrial Maintenance Technician Certificates. SEDCO has also held a job fair and sponsored social media advertisements.

Mr. Sharp addressed the Texoma Manufacturing Consortium, which is a partnership between manufacturers, workforce, economic development corporations, independent school districts, and Grayson College. They offer two big programs, the Advanced Manufacturing Program (AMP) and the Industrial Maintenance Technician (IMT) Program. Participants entering the IMT program include students and recumbent workers.

Mr. Sharp said SEDCO paid a total of \$1,658,500 for infrastructure projects. These projects included West Travis Street at \$846,000, Progress Drive Extension engineering at \$62,500, and Fallon Drive Extension at \$750,000.

When submitting a proposal to a company, Mr. Sharp said they are almost always asked to include an environmental report. Their environmental reports were dated, so they hired a company to update those reports for Progress Parks I through V. They are also working to identify existing industrial building space, which is sparse in the area. He said there are some located in the Metroplex and some in Denton, but added it is hard to find good industrial space.

He said they have increased their social media ads to promote available sites in Progress Park, and currently maintain ShermanSites.com. There was also a house on property owned by SEDCO and they were able to donate some of the items to Habitat for Humanity and the Grayson County Shelter prior to the demolition.

Mr. Sharp also discussed efforts to raise SEDCO's profile in all markets, and said they were recognized for the 2019 Economic Excellence Recognition by the Texas Economic Development Council.

COUNCIL MINUTES -- SEPTEMBER 11, 2020

He said, today, social media is extremely important and the goal is to get followers. The more followers an account has, the better chance they have to get their message shared. He presented a chart detailing SEDCO's growth in social media accounts such as Facebook, Twitter, Instagram, and Linked In.

Ashton Ghaemi, Director of Research and Marketing, explained that, in the past, SEDCO has based their advertising on Facebook. During the past year they have begun advertising on other types of social media venues. She said the goal this year was to expand. They have been able to "drill down" to their target market instead of "casting a net" like they have done in the past.

SEDCO WORK PROGRAM 2020-2021

SEDCO'S PRESENTATION OF THE 2020-2021 WORK PROGRAM

Mr. Sharp presented the Work Program for 2020-2021. He said most of the goals are the same, however they did remove the goal to raise SEDCO's profile. They added two new goals, to cultivate and fund an entrepreneurial program and to encourage Sherman minority-owned and women-owned businesses. The goals must still meet the criteria, such as no retail. He listed new actions for FY 2020-2021 to achieve these new goals.

He said they are continuing to deal with the lack of building space. There were 26 companies that SEDCO could not respond too because they didn't have existing buildings.

Mr. Sharp introduced Cary Wacker, Austin College Associate Vice President for Institutional Advancement and Director of the Center for Community and Regional Development. Austin College is partnering with SEDCO and the Small Business Development Center at Grayson College. Austin College has an entrepreneurial program with many components. This year they will assist in managing the launch of an entrepreneurial challenge grant program.

The program will begin in late Fall and applications will be accepted in January or February 2021. They will compile the applications, follow through with judging, and evaluate the proposals. The grants are for small businesses between one and five years old, and working in the NAICS codes that are classified as manufacturing. This is not for retail businesses on the Square. It's for manufacturing, with a product that can be exported out of Grayson County. She said students will be assisting with the process and they look forward to helping promote this particular goal. Mr. Sharp verified that the first round of grant awards will be in early May 2021.

Council Member Stevenson said he had questions about specific properties, and asked what was going on with Actitech and Certainteed. He said those two facilities had a lot of square footage. Mr. Sharp said SEDCO is continuing to work on marketing of those facilities.

Council Member Stevenson said SEDCO is "throwing money" at the AMP and INT programs, and asked what is the plan to boost those numbers. He questioned trying to do economic development in a recession and in a recession and a pandemic. He asked if there was a committee that was looking into it or if they were "throwing stuff against the wall, to see what sticks."

Mr. Sharp said the question is how to get more people in the program. Originally, they wanted to get more students involved, but the recumbent workers are grown-ups who are already working and just need to be up-skilled. There should be more incentive for industries to send their recumbent workers through the program.

Council Member Stevenson said the community buy-in is critical to the program. He said the "American Dream" is that everyone goes to an expensive college for a liberal arts degree, for jobs that don't exist. Then we have trades and industry that are desperate to hire people for very high paying jobs. He said it's more than providing the programs and talking to the kids. It's community wide.

COUNCIL MINUTES -- SEPTEMBER 11, 2020

Ms. Ghaemi mentioned the "Swap It Up!" program saying it publicized the AMP program and brought it down to the community level. It also encouraged businesses to donate to the program. The participating kids were making "cold calls" to businesses.

Council Member Stevenson said it is hard to overcome the perception of kids going to college. Today, jobs are in manufacturing, but the message is going to college. It's hard to change someone's mind and overcome that perception. These are great jobs that no one is qualified for, and everyone is trying to compete for 3% of the jobs that they have no chance of getting. Changing the perception is the hard part.

He said there are two problems, a micro problem and a macro problem. The micro problem is specific like transportation from the high school to the classroom, while the macro problem is the perception. There is a push to change the perception of trade jobs. These are well-paid, well-compensated positions.

Dr. David Hicks, Sherman Independent School District Superintendent, said the new high school will feature a significant expansion in the career tech programs. They will have the traditional programs that they normally have, but they are adding automotive, engineering, aerospace, and drone certification. They are expanding the culinary program. The Cosmetology program will remain at Grayson College and will not be replicated at the high school level. They will, however, build their schedules so students can access that program. There are also a number of new programs that will be added. Ms. Utter said this will acknowledge that it is okay to have a different career path.

Dr. Hicks said another benefit was to take all the eighth graders out to the manufacturing facilities. That was a Texas Workforce Commission, SEDCO, and School District partnership. He said this gets the kids in early to see what their options are, and it also shows the parents that these are possibilities.

Council Member Holland said he was really pleased that the high school was putting the vocational classes back into the curriculum, because not every kid is a college kid. This helps the kids know what direction they need to move toward.

SEDCO WORK PROGRAM 2020-2021

SEDCO BOARD TO DISCUSS AND CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2020-2021

Mr. Sharp said the SEDCO Board Members had already approved the SEDCO Work Program for 2020-2021.

SEDCO WORK PROGRAM 2020-2021

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2020-2021

Mayor Plyler asked for a vote on SEDCO's Work Program for 2020-2021.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the SEDCO Work Program for FY 2020-2021, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL MINUTES – SEPTEMBER 11, 2020

SEDCO BUDGET 2020-2021

SEDCO'S PRESENTATION OF THE SEDCO BUDGET 2020-2021

Mr. Sharp presented a summary of SEDCO's Budget for 2020-2021. The current budget includes revenue of \$4,222,444 and expenditures of \$5,582,931. The proposed budget for FY 2020-2021 includes revenue of \$4,222,444 and expenditures of \$6,116,019. He said the bulk of the expenditures are incentives that will not be paid out this fiscal year and will roll over into next fiscal year. This accounts for the majority of the budget expenditure increase.

Mr. Sharp said even with a proposed budget of \$4.2 million and expenditures of \$6.1 million, and with a deficit of \$1.8 million, they still have an ending balance of \$10.4 million. He felt the ending balance would be closer to \$11.5 million.

Council Member Teamann asked what happens if there is an unexpected expense, does it need City Council action. Mr. Sharp said once the SEDCO Board approves a project, they would approve the change. The change would not need City Council approval.

Council Member Melton complimented Mr. Sharp on the layout of the budget and said it was easy to understand.

SEDCO BUDGET 2020-2021

SEDCO BOARD TO DISCUSS AND CONSIDER APPROVAL OF THE 2020-2021 SEDCO BUDGET

Mr. Sharp said the SEDCO Board Members had already approved the SEDCO Budget for 2020-2021.

SEDCO BUDGET 2020-2021

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE 2020-2021 SEDCO BUDGET

Mayor Plyler asked for a vote on SEDCO's Budget for 2020-2021.

ACTION TAKEN.

Motion by Council Member Melton to approve the SEDCO Budget for FY 2020-2021, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

SEDCO BUDGET 2020-2021

SEDCO BOARD TO DISCUSS AND CONSIDER APPROVAL OF THE 2020-2021 SEDCO BUDGET

SEDCO did not vote on approval of the 2020-2021 SEDCO Budget.

Ms. Utter said they needed to entertain discussion on the Investment Policy, that was previously given to Board Members.

Mary Lawrence, Director of Finance, said the Investment Policy is reviewed annually as required by the Public Funds Investment Act. Changes from the prior year include some clarifying language. They have added TexasTERM as an approved local government investment pool. This item requires a motion and a vote to adopt.

Ms. Utter clarified that this is basically a "clean-up" and brings it more in line with the City's Investment Policy.

ACTION TAKEN.

Motion by Scott Bandemir to approve the SEDCO Investment Policy. Second by Jason Brumm.

COUNCIL MINUTES – SEPTEMBER 11, 2020

VOTING AYE: Utter, Worrell, Bandemir, Brumm.

VOTING NAY: None.

MOTION CARRIED.

***RESOLUTION NO. 6649**

FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF THE LAMBERTH ROAD DRAINAGE IMPROVEMENTS PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF THE LAMBERTH ROAD DRAINAGE IMPROVEMENTS PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

CONSENT AGENDA.

OTHER BUSINESS

There was no other business to come before the City Council or SEDCO.

ADJOURNMENT

There being no further business to come before the City Council or the Sherman Economic Development Corporation, motion was duly made and approved to adjourn the Joint Meeting at 12:52 p.m.

MAYOR

ATTEST

CITY CLERK

Sept. 11, 2020
Joint Meeting



Goals to Promote Capital Investment and Jobs:

- A. Retain and expand existing primary employers
- B. Recruit targeted primary employers and allies
- C. Support workforce development and employment programs
- D. Manage, market and expand SEDCO real estate to attract commercial real estate investments
- E. Raise the profile of SEDCO and Sherman in local, regional, state, national, and international markets



Program of Work 2019-2020 Results

A. Retain and expand existing primary employers



- **Completed Performance Agreements:**
 - Finisar/II-VI \$160,000,000 investment, \$270,000 incentive
 - Presco \$174,741 investment, \$50,000 incentive
 - MPS \$11,200,000 investment, 105 retained jobs, \$513,290 incentive
- **Approved 2 AFFA extensions - GlobiTech & Tyson**
- **9 Business Retention and Expansion (BRE) Visits**
- **3 Plant Manager Forums**
- **4 Safety Leader Forums**
- **4 Human Resources Network Meetings**
- **3 Leadership Breakfasts**
- **COVID-19:**
 - Resource database of industry policies, procedures & supply needs
 - Ads promoting SBA's loan programs to the Grayson County businesses
 - Shared the industry efforts on social media



Finisar/II-VI



MPS

B. Recruit targeted primary employers and allies



- 18 new projects
- 9 site visits
 - Incl. virtual visits & Kent's visit to LA
- Increased “Buy Local” Grant from \$20,000 to \$50,000
- FABTECH with Oncor in Chicago
- DFW Marketing Team's Los Angeles & San Francisco Trip
- ICSC in Fort Worth with the City of Sherman
- Entrepreneurial Challenge Grant Program
- 4 New Marketing Videos
- Gazelle.AI & MyEDO
- 2020 Dallas Economic Development Guide Ad



FABTECH Tradeshow

C. Support workforce development and employment programs

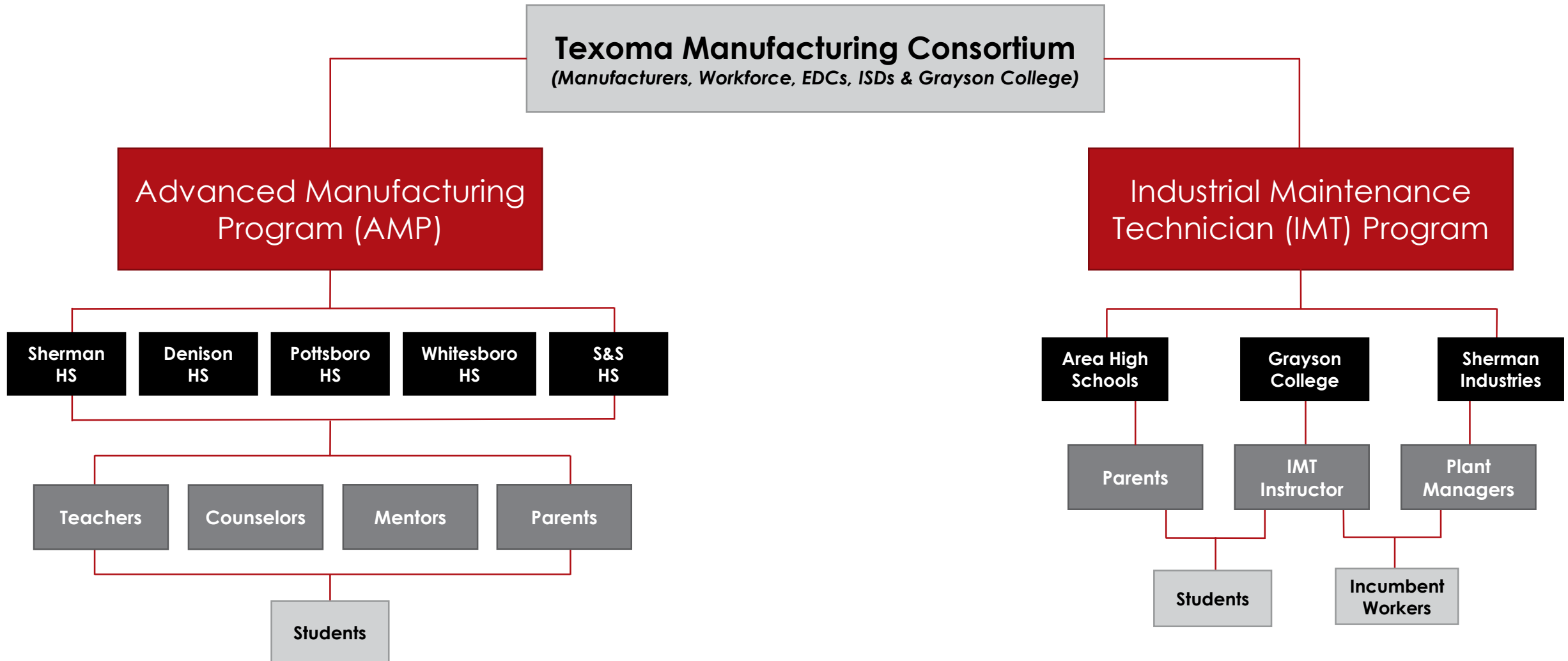


- **Texoma Manufacturing Consortium**
- **Paid \$75,000 in matching funds for TWC High Demand Job Training Grant**
- **Co-sponsored AMP luncheons & celebrations**
- **2019-2020 academic year:**
 - 4 Advanced Manufacturing Certificates
 - 19 IMT Certificates
- **Red, White & You Job Fair**
- **Maintained ShermanTXJobs.com**
- **Sponsored social media ads to promote the available jobs at the Sherman industries**
- **2nd Swap It Up Competition**



AMP Mid-Year Celebration

AMP & IMT Chart



D. Manage, market & expand SEDCO real estate to attract commercial real estate investments



- **Paid a total of \$1,658,500 for these infrastructure projects:**
 - \$846K - West Travis Street
 - \$62.5K - Progress Drive Extension
 - \$750K - Fallon Drive Extension
- **Phase 1 ESAs for Progress Parks I-V**
- **Continued to work on developing available industrial building space in Sherman**
- **Sponsored social media ads to promote the available sites in Progress Park**
- **Maintained ShermanSites.com**
- **Donated items from 224 E. FM 1417 to Habitat for Humanity and the Grayson County Shelter**



E. Raise the profile of SEDCO and Sherman in local, regional, state, national & international markets



- 3 Quarterly Reports
- Economic Development Sales Tax Workshop
- TEDC's 2019 Economic Excellence Recognition
- Black Lives Matter Roundtable Discussion
- COVID-19 Resources Page on sedco.org
- Emerson's "Women In STEM: The Journey To Leadership" Panel
- TEDC's "Local Economic Developer's Response To The Covid-19 Crisis" Webinar
- "Marketing In Manufacturing – It's A Process" Webinar
- TEDC Annual & Winter Conferences
- New On-hold Messaging System



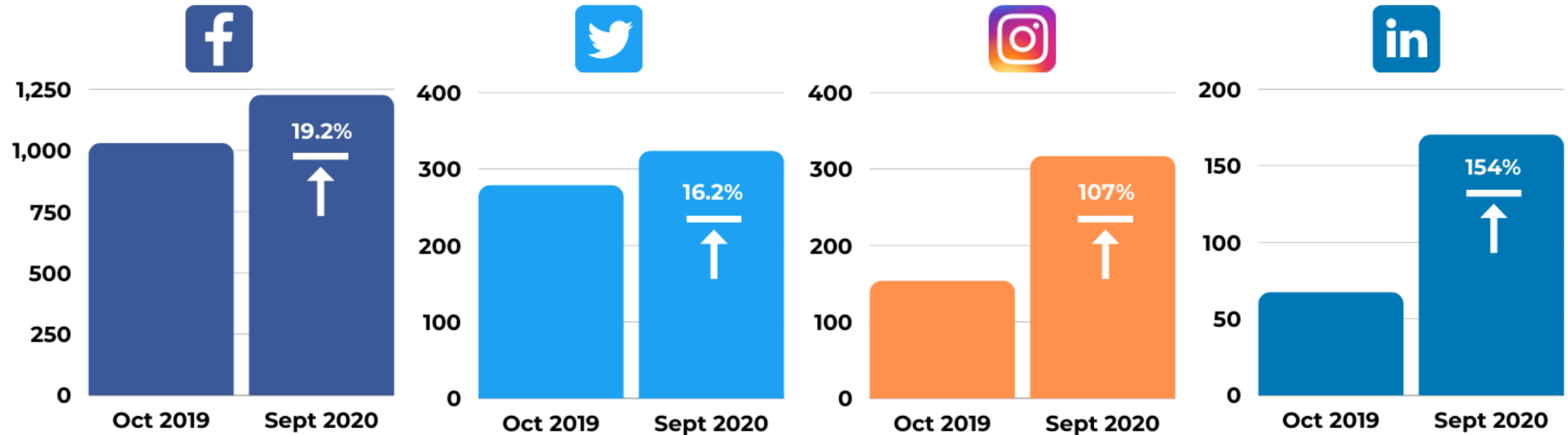
TEDC 2019 Economic Excellence Award

TEDC Annual Conference



Social Media Analytics

Follower Growth Rate



Ad Campaign Results:

	Metric	 & 	
	# of Campaigns	25 Oct 2019- Sept 2020	13 July-Sept 2020
	Impressions	299,163	70,054
	Engagement	39,179	1,394
	Video Plays	95,536	8,091
	Clicks	10,111	779

Goals to Promote Capital Investment and Jobs:

- A. Retain and expand existing primary employers
- B. Recruit targeted primary employers and allies
- C. Support workforce development and employment programs
- D. Manage and market SEDCO real estate to attract industrial real estate investments
- E. Cultivate and fund an Entrepreneurial Program (**NEW**)
- F. Encourage Sherman minority-owned and women-owned businesses (**NEW**)



Proposed Program of Work 2020-2021

New Actions for 2020-2021



- **Goal A & B**

- Adopting the Gazelle.AI and MyEDO platforms to increase efficiency and effectiveness of attraction and retention programs

- **Goal C**

- Evaluate AMP & IMT Programs with the goal of improving participation

- **Goal D**

- Target efforts to deal with the lack of available existing building space

- **Goal E**

- Launch the Entrepreneurial Challenge Grant Program

- **Goal F**

- Increase awareness and opportunities for Sherman minority-owned and women-owned businesses

Proposed 2020-2021 Budget



SUMMARY

Revenues								
Sales Tax 4A - SEDCO	60204	\$ 4,146,747	\$ 4,055,000	\$ 3,491,422	\$ 4,174,558	\$ 119,558	\$ 4,055,000	\$ -
Interest Earned	66001	\$ 253,911	\$ 167,444	\$ 126,079	\$ 147,202	\$ (20,242)	\$ 167,444	\$ -
Miscellaneous Revenue	68010	\$ 88,477	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES		\$ 4,489,135	\$ 4,222,444	\$ 3,617,501	\$ 4,321,760	\$ 99,316	\$ 4,222,444	\$ -
Expenses								
Personnel Expenses TOTAL	81000	\$ 370,772	\$ 434,033	\$ 297,351	\$ 385,977	\$ (48,056)	\$ 365,320	\$ (68,713)
Supplies TOTAL	82000	\$ 10,657	\$ 19,850	\$ 8,213	\$ 10,631	\$ (9,219)	\$ 18,650	\$ (1,200)
Maintenance and Repairs TOTAL	83000	\$ 3,449	\$ 7,500	\$ 3,300	\$ 3,600	\$ (3,900)	\$ 6,600	\$ (900)
Utilities and Communications TOTAL	84000	\$ 12,462	\$ 24,000	\$ 10,663	\$ 11,795	\$ (12,205)	\$ 13,037	\$ (10,963)
Contractual or Sundry Services TOTAL	85000	\$ 2,256,374	\$ 2,896,397	\$ 795,294	\$ 1,052,751	\$ (1,843,646)	\$ 3,297,385	\$ 400,988
Debt Service TOTAL	86000	\$ 713,733	\$ 651,151	\$ 488,356	\$ 651,136	\$ (15)	\$ 655,027	\$ 3,876
Capital Expenses TOTAL	88000	\$ 678,782	\$ 1,550,000	\$ 1,657,500	\$ 1,657,500	\$ 107,500	\$ 1,760,000	\$ 210,000
TOTAL EXPENSES		\$ 4,046,229	\$ 5,582,931	\$ 3,260,677	\$ 3,773,390	\$ (1,809,541)	\$ 6,116,019	\$ 533,088

								Surplus or (Deficit) Amount
NET INCOME (LOSS)		\$ 442,906	\$ (1,360,487)	\$ 356,824	\$ 548,370	\$ 1,908,857	\$ (1,893,575)	
CASH & INVESTMENTS ENDING BALANCE		\$ 11,747,227	\$ 10,386,740	\$ 12,104,051	\$ 12,295,597	\$ 12,295,597	\$ 10,402,023	

STATE OF TEXAS §
COUNTY OF GRAYSON §

September 21, 2020

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 September 21, 2020.

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

MEMBERS ABSENT: NONE.

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 Shawn Teamann.

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council Meeting of September 8, 2020. Council Member Melton moved to approve the Minutes, as presented; Second by Council Member Stevenson; All present voted AYE.
MOTION CARRIED.

CITIZEN'S COMMENTS

SHERMAN MUSEUM

Dickie Gerig, 2420 N. Woods, addressed Resolution No. 6654, and thanked the City Council for the \$50,000 contract with the Sherman Museum, and the opportunity to match another \$20,000.

The contract has the same terms as the current contract, and they were on their way to matching the funds until COVID-19 hit and the museum had to close.

She described some of the activities at the museum this year and some of the planned exhibits.

Mayor Plyler introduced Ordinance No. 6326 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES TO ADD A NEW CHAPTER 15 TO BE ENTITLED "IMPACT FEES"; ESTABLISHING WATER, WASTEWATER, AND ROADWAY IMPACT FEES PER SERVICE UNIT; ESTABLISHING PROCEDURES FOR THE ASSESSMENT, COLLECTION, COMPUTATION, EXPENDITURE, REFUND AND GENERAL ADMINISTRATION OF IMPACT FEES; PROVIDING FOR THE ESTABLISHMENT OF ACCOUNTS FOR IMPACT FEES; ESTABLISHING AN APPEAL PROCEDURE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE.

COUNCIL MINUTES – SEPTEMBER 21, 2020

Robby Hefton, City Manager, updated the Council on the proposed Impact Fees. He said there had been a “healthy amount of dialogue” over the last few weeks, about the proposal.

Impact Fees are fees that help pay for a portion of new infrastructure that adds capacity to the existing system. The fees relate to three types of infrastructure, roadways, water, and wastewater.

For water and wastewater fees, the City has one service area, which is the entire City. There are four service areas for roadway fees.

Mr. Hefton said at the last Council Meeting the Council asked to revise the effective date of the proposed ordinance, to provide additional rate scenarios, to provide recommendations on infill development and retail development, and to consider the effect on local developers.

First, he recommended revising the effective date to January 15, 2021, to give more time for developers to get their final plat submitted to the City.

He presented collection rate scenarios based on the maximum fee allowed and the staff recommended rate. He said after discussions and talking with developers, a different amount is now being proposed. Called the “Mayor’s Proposal,” the recommendation presented a fee with reduced impact on developers.

The new proposal is that the roadway fee be a “flat fee” of \$1,000; the water fee be \$1,000; and the wastewater fee be \$500; which would be a total, single-family equivalent, of \$2,500. This takes the fees from a maximum of \$7,000 to \$2,500 for a reduced impact on developers.

Additional aspects of the proposal include a 75% reduction of total fees in Service Area 3 to accommodate in-fill development, and a 75% reduction of total fees for religious and non-profit uses. Service Area 3 covers most of the target area for infill development.

For the retail reductions, there would be a 75% reduction of total fees for recreational uses, dining uses, and all other retail. In addition, fees would be reviewed annually as part of the budget process, and the effective date would be January 15, 2021. The intent is to significantly reduce the impact of the Impact Fee on future retail establishments.

Mr. Hefton added that the staff felt the fee should be reviewed annually, as part of the budget process. At least every five years, the City will need to do a significant review of the entire CIP Plan and the Land Use Assumptions.

He also clarified credits, offsets, and netting, in conjunction with the Impact Fees. He explained that “credit” refers to the 50% general credit applied up-front, by law, which is reflected in the maximum rate allowed.

Offsets refer to consideration given to construction costs incurred by the developer, toward improvement projects that are part of the Impact Fee CIP. These costs are applied against Impact Fees that would otherwise be assessed on the construction. Not all City projects will be on the Impact Fee CIP list.

He explained that residential netting would be, if an existing structure is demolished and another structure is rebuilt on the same site, no Impact Fee would be collected.

Commercial or other netting would pertain to a reduction of the number of square feet if an existing building is demolished and rebuilt on the same site. Impact Fees would be based on the new additional square footage, not on the original square footage of the building.

He presented the new rate comparisons with nearby cities. He also discussed potential revenues for 2019 building permits at the maximum rate, (\$3.4 million); the staff recommended rate of \$3,500, (\$1.8 or \$1.9 million); and the Mayor’s proposed rate of \$2,500, (\$1.4 million, or with 75% reductions \$1.1 or \$1.2 million).

Potential revenue for 2020 would be, at the maximum rate, (\$1.7 million); the staff recommended rate of \$3,500, (\$959,000); and the Mayor’s proposed rate of \$2,500, (\$707,000, or with 75% reductions \$615,000).

Mr. Hefton said the public hearing and consideration of the ordinance is being held at tonight’s meeting, and the proposed effective date, which is January 15, 2021, could be changed to whatever date the Council would like to use.

Bill Magers, 4 Timbercreek

Judge Magers, appeared as a member of SSCGC Holdings, LLC, and thanked Mayor Plyler for his leadership on this issue. He thanked the Council, Mr. Hefton, and Rob Rae, Director of Development Services, for listening to the concerns of the development community.

He said he supported the following issues for Impact Fees, the maximum residential single family lot impact fee of \$2,500; consideration for improvements already in place and that they will not apply toward Impact Fees; a \$625 maximum Impact Fee for infill development; a 75% reduction in the cost of retail, restaurants, and non-profits; and an implementation date of July 6, 2021.

He added that the Council is considering a January 1 effective date, however he did not feel that was enough time for

developers to get things done. The July effective date was proposed based on the upcoming holiday season and the schedule for Planning and Zoning Commission Meetings. He said there is generally a six to nine month time frame from when a deal is closed and when construction begins.

Judge Magers added that revenue from Impact Fees is not included in the 2021 budget, so it would have a neutral impact.

Todd Young, 3103 Bandera Drive

Mr. Young appeared representing Young Enterprises, a local real estate developer and contractor. He proposed the same bullet points that Judge Magers did.

He said the \$2,500 maximum per residential lot was a good compromise, and he supported the 75% discount on infill lots. He did feel there should be a major consideration for either a credit or discount on land that has an existing infrastructure to its location, but is not considered an infill lot. This basically means “raw land” versus platted lots. He said developers are already required to pay the pro-rata fee to the City of Sherman for infrastructure that is previously in place, which he felt created a “double-dipping” standard.

Mr. Young also asked that the Council push the effective date to July 6, 2021, in order to give the current economy time to stabilize.

Council Member Melton asked about the pro-rata charges for pre-existing infrastructure. Mr. Young explained that there is a pro-rata fee that is currently charged for water and sewer. He said if the Impact Fee is added on top of the pro-rata fee, it would be paying twice for the same thing.

Mr. Hefton said it would be either an Impact Fee or a pro-rata fee, but not both. Clint Philpott, Assistant City Manager, explained that the pro-rata fee is for infrastructure that would not be on the CIP Plan. It would be a charge for the water and sewer that a developer is tapping onto.

The pro-rata fee that is paid, goes back to whoever originally installed it. If the City installed it, they would collect that fee, but if a different developer installed it, the fee would go to the developer.

Mr. Hefton asked if there was a scenario where someone could be charge both an Impact Fee and a pro-rata charge. Mr. Philpott said there could be, but he verified that most of the projects where the pro-rata fee would apply would not be on the Impact Fee CIP Plan. Mr. Hefton said a policy could be adopted that there was no “double dipping” with Impact Fees and pro-rata fees.

Council Member Melton asked if there could be an expense that wouldn't be covered. Mr. Philpott said on residential, if a developer is extending water or sewer, that pro-rata fee is

already waived. The only time someone would be charged double is if they were building on a lot that already had everything set up, and on which the project is on the Impact Fee CIP Plan. He said it doesn't happen that often, but it could.

Mr. Hefton said he did not feel the City should be "double dipping" with the fees. Council Member Stevenson said the City could waive their own pro-rata, but if it was for a developer, the City couldn't waive it.

Jeff Harkinson, 4560 Beltline Road, Ste 400, Addison, Texas
Mr. Harkinson appeared representing Sherman Crossroads Development, a 130 acre site on Hwy 75, that is 100% commercial. He also thanked the Mayor, City Council, and staff for their approach to Impact Fees.

He said many of the local developers have been having meetings about the proposed Impact Fees. He said they are now supporting the ordinance, as it has been presented under the Mayor's proposal. They felt this was a "reasonable" proposal.

Mr. Harkinson also appreciated the 75% reduction for retail. He supported the July 6, 2021, effective date, saying it would give him, and other developers time to set their projects in motion.

No other citizens appeared before the City Council to discuss Ordinance No. 6326.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6326

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES TO ADD A NEW CHAPTER 15 TO BE ENTITLED "IMPACT FEES"; ESTABLISHING WATER, WASTEWATER, AND ROADWAY IMPACT FEES PER SERVICE UNIT; ESTABLISHING PROCEDURES FOR THE ASSESSMENT, COLLECTION, COMPUTATION, EXPENDITURE, REFUND AND GENERAL ADMINISTRATION OF IMPACT FEES; PROVIDING FOR THE ESTABLISHMENT OF ACCOUNTS FOR IMPACT FEES; ESTABLISHING AN APPEAL PROCEDURE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE.

ORD 6326
IMPACT FEES

Council Members discussed several possible effective dates for the ordinance. They tried to plan around Planning and Zoning Commission Meeting dates. Council Members supported a June 7, 2021 effective date.

Council Member Teamann thanked everyone that gave input into the ordinance for Impact Fees. He said it makes their job easier. He also advised retailers that the sales tax incentive program is still going on and could offset most Impact Fees.

COUNCIL MINUTES – SEPTEMBER 21, 2020

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance No. 6326, with the Mayor's Plan, to move the effective date to June 7, 2021, and investigate the pro-rata fee to make sure no one is getting double charged for water. Second by Deputy Mayor Steele.

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

VOTING NAY: None.

MOTION CARRIED.

Mr. Hefton thanked Jeff Whitacre, Vice President, Kimley-Horn, for his assistance on the Impact Fee Study and his work with the City.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTION NO. 6650 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND BROWN LEWISVILLE RAILROAD FAMILY FIRST LP FOR THE CONSTRUCTION OF PUBLIC FACILITIES FOR 695 HIGHWAY 11, SHERMAN, TX, IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION (ETJ)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND BROWN LEWISVILLE RAILROAD FAMILY FIRST LP FOR THE CONSTRUCTION OF PUBLIC FACILITIES FOR 695 HIGHWAY 11, SHERMAN, TX, IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION (ETJ).

RES 6650
DEVELOPMENT
AGREEMENT
BIG CITY CRUSHED
CONCRETE WATER
LINE
(695 HWY 11)
(TABLED)

Wayne Lee, Director of Engineering, said the developer of this project contacted him and asked that this item be tabled and brought back at the next Council Meeting. Some additional costs have come up and are being incorporated into the contract.

ACTION TAKEN.

Motion by Council Member Stevenson to table Resolution No. 6650, at the request of the applicant. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED TO TABLE.

RESOLUTION NO. 6651 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND CFT NV DEVELOPMENTS, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN REPLAT OF SHERMAN CROSSROADS, PHASE II, LOTS 1R-1 AND 6, BLOCK 2, A 1.012-ACRE DEVELOPMENT OFF OF

RES 6651
DEVELOPMENT
AGREEMENT
SHERMAN
CROSSROADS
PHASE II

CROSSROADS BOULEVARD, NORTH OF F.M. 1417
(HERITAGE PARKWAY) IN THE CITY OF SHERMAN

(CROSSROADS BLVD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND CFT NV DEVELOPMENTS, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN REPLAT OF SHERMAN CROSSROADS, PHASE II, LOTS 1R-1 AND 6, BLOCK 2, A 1.012-ACRE DEVELOPMENT OFF OF CROSSROADS BOULEVARD, NORTH OF F.M. 1417 (HERITAGE PARKWAY) IN THE CITY OF SHERMAN.
CONSENT AGENDA.

RESOLUTION NO. 6652 – AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF
SHERMAN AND THE SHERMAN INDEPENDENT SCHOOL
DISTRICT FOR GRANT FUNDING AWARDED BY THE TEXAS
DEPARTMENT OF EMERGENCY MANAGEMENT
CORONAVIRUS RELIEF FUND

RES 6652
SISD GRANT FUNDING
FOR CORONAVIRUS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE SHERMAN INDEPENDENT SCHOOL DISTRICT FOR GRANT FUNDING AWARDED BY THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT CORONAVIRUS RELIEF FUND.

Mary Lawrence, Director of Finance, said the City was awarded \$2.4 million by the Texas Department of Emergency Management to fund expenditures incurred from the Coronavirus. Seventy-five percent must be used for medical and public health costs, not included in the City's budget.

The remainder may be spent on COVID response measures, such as expenses to facilitate distance learning. The Sherman Independent School District was presented with an opportunity to receive a dollar-for-dollar match with a City or County's Coronavirus Relief Funds.

She explained that this resolution authorizes the City to share this money with the School District, in the amount of \$35,000 which is the maximum the City can give them, with the 25% limitation. The agreement also says if they have any expenses that would qualify under the 75% requirement, the City can reimburse them for those expenses too.

Deputy Mayor Steele asked what kind of "strings" are attached to the money. Ms. Lawrence said the 75% portion is allocated for direct medical supplies, such as protective supplies for the Police and Fire, sanitizer used for public areas, and unbudgeted overtime, but only for public safety personnel.

She said it would be hard for the City to spend that much, unless they had a health department. The requirements for the 75% portion are very specific. The checks must be written by December 30, 2020.

COUNCIL MINUTES – SEPTEMBER 21, 2020

Council Member Teamann asked how much of the \$2.4 million allotment the City has been able to spend. Ms. Lawrence said so far, the City has spent a little less than \$200,000. She said there will be some other expenditures.

Council Member Holland asked if there were other organizations that might qualify for some of the funds. Ms. Lawrence said the Chamber of Commerce had a project that qualified for “a few thousand dollars,” but for the 25%, not the 75%. Grayson County also has their own fund of money.

Council Member Teamann verified that any other non-profit organizations that could benefit from the funding would also fall into the 25% portion.

Ms. Lawrence said the City also received an allocation from HUD of about \$215,000, and that has been used for agencies such as the Boys Club, to help with their COVID related expenses. The rest was given out as economic support, such as rent payments or utility payments.

She said the City just received \$289,000 more from HUD, but they have not said how that money should be spent.

Mr. Hefton said the SISD is able to use this money to get a dollar-for-dollar match from the Texas Education Agency to help “double the effect” for distance learning.

ACTION TAKEN.

Motion by Council Member Teamann to adopt Resolution No. 6652, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6653 – AMENDING THE 2019-2020 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2019-2020 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020.

Ms. Lawrence introduced a budget amendment to increase the FY 2019-2020 Budget for year-end expenditure reconciliation. The amendment includes \$4.3 million in additional revenue and \$6 million in additional expenditures, making a net difference of about \$1.7 million.

The difference was largely due to some Utility Fund improvements that weren’t budgeted. These projects included the water line relocation at Center Street that had to be moved

**RES 6653
BUDGET AMENDMENT**

COUNCIL MINUTES – SEPTEMBER 21, 2020

as part of the Hwy 75 GAP project, the water line relocation for the railroad, the new sewer line out to Sherman High School, a fire truck, several police vehicles, the animal adoption trailer, and hangar activity at the Airport.

Council Member Melton asked if the Fire Department overtime costs could have been paid out of COVID money. Ms. Lawrence said a portion was charged to a grant because it only allows charges for items that weren't scheduled. Some overtime was already scheduled, but some of the portion that was over that amount was charged to the grant.

Council Member Melton mentioned the additional expenditure of \$400,000 for Fire Department overtime. Mr. Hefton said, at the Budget Workshop, they discussed the change in how they kept time. Because they are FSLA and the way overtime must be tracked, COVID was classified as overtime.

Council Member Teamann said these were all expenses that the Council voted on throughout the year. He asked about the additional revenue.

Ms. Lawrence said \$1.5 million in revenue was a transfer out of the Group Health Fund into other funds. She said that was an unusual transfer. There were also some reimbursements from the Greater Texoma Utility Authority, which were unusual.

Deputy Mayor Steele confirmed that the difference between the revenues and expenditures in the amendment, was about \$1.7 million.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6653, as presented. Second by Council Member Melton.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6654 – AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX.

CONSENT AGENDA.

**RES 6654
SHERMAN MUSEUM
FUNDING**

RESOLUTION NO. 6655 – REVOKING AND REPLACING RESOLUTION NO. 6536; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY

**RES 6655
POLICE & FIRE
SALARY STRUCTURES**

SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS;
ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR
NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS;
PROVIDING FOR AN EFFECTIVE DATE

& INCENTIVE PAY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 6536; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.

Council Member Stevenson asked for additional information on this resolution.

Mr. Hefton said this is the annual resolution that sets the compensation for the Police and Fire Departments. It includes the direction that was received from the Council at the budget workshop and through the adoption of the budget.

CONSENT AGENDA.

RESOLUTION NO. 6656 – ADOPTING AN INVESTMENT
POLICY FOR THE CITY OF SHERMAN

RES 6656
INVESTMENT POLICY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN.

CONSENT AGENDA.

REQUEST TO ADVERTISE
ANNUAL TWO-WAY RADIO AND EARLY WARNING SIREN
MAINTENANCE

REQUEST TO ADV
TWO-WAY RADIO &
EARLY WARNING
SIREN MAINTENANCE

The City Council approved a request to advertise for maintenance of the annual Two-Way Radio and Early Warning Siren system. The contract will include parts replacement, repairs, and maintenance for two-way radios used by police, fire, and public works vehicles. It also includes maintenance on the early warning siren system for Emergency Management.

CONSENT AGENDA.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

IMPACT FEES

IMPACT FEES

Council Member Melton said she was glad they could come to a middle ground on the Impact Fees. She thanked the Council, the staff, and the citizens for their input.

IMPACT FEES

IMPACT FEES

Council Member Teamann said it was a fine example of the way local government should work. They get input from the citizens it will have the most impact on and changes are made to reach a middle ground. They recognized the willingness of people in the construction industry that were able to come

COUNCIL MINUTES – SEPTEMBER 21, 2020

together and have discussions and help reach a middle ground.

IMPACT FEES

Council Member Holland said he appreciated the time that it took them to come together on Impact Fees. The City will be faced with new things, but it is worth the time it took to meet the needs of the developers as well as the citizens.

PECAN GROVE PARK WEST OPENING

Deputy Mayor Steele said he was very impressed with, and proud of, the new portion of Pecan Grove Park West that was recently opened. He recognized everyone involved with the project, down to the guys that mowed the grass. He said it looked like a “first class” facility.

GRANT MONEY TO HELP SISD

Council Member Holland thanked Ms. Lawrence for her efforts to help the SISD with the COVID grant money. He was glad the City had the ability to help them out.

IMPACT FEES

Council Member Howeth thanked the City Council Members and the developers that worked together to get the Impact Fees. She was also pleased that the City would offer an incentive for Service Area 3 for infill development. She hoped that would encourage new development and new homes in that area.

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Thanked Sarah McRae, Tourism/Main Street Manager; Michelle Adams, Tourism/Event Specialist; and Albert Garza, Event Coordinator; and the rest of the team that put on Sherman Arts Fest this past weekend.
- The next Coffee With the Mayor will be held October 2, 2020, at Old Iron Post.
- The Sherman Chamber of Commerce’s Annual Legislative Luncheon will be held online this year, on November 6, 2020, at 12:00 noon.

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

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

SECTION 551.071 --

CONSULTATION WITH CITY
ATTORNEY CONCERNING
PENDING OR CONTEMPLATED
LITIGATION

IMPACT FEES

PECAN GROVE
PARK WEST
OPENING

GRANT MONEY
TO HELP SISD

IMPACT FEES

ANNOUNCEMENTS

EXECUTIVE SESSION

COUNCIL MINUTES – SEPTEMBER 21, 2020

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: DELIBERATE THE EVALUATION OF A PUBLIC OFFICER OR EMPLOYEE ANNUAL PERFORMANCE EVALUATION OF THE CITY MANAGER

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

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 6:05 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:09 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

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:09 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B. 1.

Meeting Date: 10/05/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"National Arts and Humanities Month" – October 2020

Issue:

To proclaim October 2020 as "National Arts and Humanities Month" in the City of Sherman

Background:

October is National Arts and Humanities Month, a coast-to-coast collective recognition of the importance of culture in America. It was originally launched by Americans for the Arts more than 30 years ago as National Arts Week in honor of the twentieth anniversary of the National Endowment for the Arts. In 1993, it was reestablished by Americans for the Arts and national arts partners as a month-long celebration.

Origination:

The request originated with Cary Wacker, Austin College Associate Vice President for Institutional Advancement and Director of the Center for Community and Regional Development.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is recommended that the Council consider a proclamation designating October 2020 as "National Arts and Humanities Month."

Alternatives:

The Council could choose not to present the proclamation.

Attachments

National Arts and Humanities Month Proclamation

Sherman

CLASSIC TOWN. BROAD HORIZON

Proclamation

WHEREAS, the nation's 120,000 nonprofit arts organizations, the National Endowment for the Arts, the National Endowment for the Humanities, the nation's 4,500 local arts agencies, and the arts and humanities councils of the 50 states and the six U.S. jurisdictions, have regularly issued official proclamations on an annual basis designating October as National Arts and Humanities Month, and

WHEREAS, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind, and enhance and enrich the lives of every person, and

WHEREAS, the arts and humanities help us celebrate the value and importance of culture in the lives of our families, our communities, and our country, and

WHEREAS, the arts and culture industry also strengthens our nation's economy by generating \$166.3 billion in total economic activity annually, \$27.5 billion in government revenue, and by supporting the full-time equivalent of 4.6 million jobs, and

WHEREAS, the creative economy in Sherman drives tourism and commerce, supports local artists and creators, and provides audiences and participants a higher quality of life, and

WHEREAS, Sherman's local arts and cultural organizations, the Sherman Cultural District, local schools and institutions, and arts-based businesses are essential anchors in our community.

NOW THEREFORE, I, David Hyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 2020

NATIONAL ARTS AND HUMANITIES MONTH

in the City of Sherman and call upon our community members to celebrate and promote the arts and culture in our nation and to specifically encourage the greater participation by those said community members in taking action for the arts and humanities in their towns and cities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this 5th day of October, 2020.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B. 2.

Meeting Date: 10/05/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"National Disability Employment Awareness Month" – October 2020

Issue:

To recognize the talents of all people, including those with disabilities, and to celebrate the contributions they make to the workplace

Background:

Each year, the U.S. Department of Labor designates October as "National Disability Employment Awareness Month" to educate about disability employment issues and to celebrate the many contributions of America's workers with disabilities.

Origination:

The request for the proclamation originated with Workforce Solutions Texoma.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff recommendation is to present a proclamation designating October 2020 as "National Disability Employment Awareness Month" in the City of Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

National Disability Employment Awareness Month Proclamation

Proclamation

WHEREAS, workplaces welcoming the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy, and

WHEREAS, in this spirit, the City of Sherman is recognizing National Disability Employment Awareness Month this October to raise awareness about disability employment issues and celebrate the many and varied contributions of people with disabilities, and

WHEREAS, activities during this month will reinforce the value and talent people with disabilities add to our workplaces and communities and affirm Sherman's commitment to an inclusive community, and

WHEREAS, "Ensuring that America's workplaces continue to include and accommodate people with disabilities will be an important part of our economic rebound," said U.S. Secretary of Labor Eugene Scalia. "Looking ahead, the Department will remain focused on the policies that led to a strong economy and record-low unemployment rates for persons with disabilities prior to the pandemic. A vigorous economic rebound and job growth will, alongside the Americans with Disabilities Act, increase access and opportunity for Americans with disabilities."

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 2020

NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH

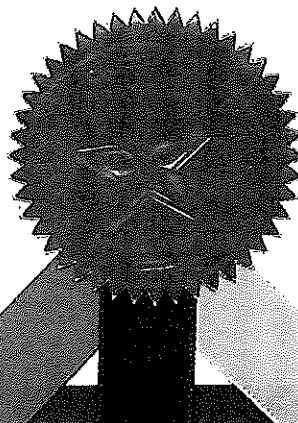
in the City of Sherman and encourage all employers, schools, and other community organizations to observe this month with appropriate programs and activities, and to advance its important message that people with disabilities are equal to the task throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this 5th day of October, 2020.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 10/05/2020

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:

E. 5. * RESOLUTION NO. 6661

Authorizing Execution of an Agreement with Julio Cesar Tobar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 503 East Wilson Avenue within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 6. * RESOLUTION NO. 6662

Authorizing Execution of an Agreement with Suzette Morgan for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 425 West Hester Street within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 7. * RESOLUTION NO. 6663

Authorizing the Acceptance of the Resignation of the Current City Attorney pursuant to Article IV, Section 5 of the City Charter; and Authorizing Acceptance of a Separation Agreement between the City of Sherman and Brandon Shelby of Shelby Law, PLLC

F. 1. * OTHER BUSINESS

Consider Request of St. Mary's Catholic School to Temporarily Close Certain Streets for the "Run Run Rudolph 5K and Family Fun Run/Walk" on Saturday, December 5, 2020



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 10/05/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6657

Authorizing the Appointment of the Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C. as City Attorney, Pursuant to Article IV, Section 5 of the City Charter; Authorizing and Directing the City Manager to Execute an Engagement Agreement with said Law Firm

Issue:

Authorizing the appointment and engagement of the Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C. (the "Abernathy Law Firm") as City Attorney for the City of Sherman, Texas

Background:

The City Charter at Article IV, "Administrative Departments", Section 5, "Legal Officer", provides for the appointment of the City Attorney. The City has been using the Abernathy Law Firm for a couple of years now for various legal needs relating to Human Resources and employment issues, potential litigation, contracts, development agreements, etc. This action will formalize, pursuant to Article IV, Section 5 of the City Charter, the appointment and engagement of the law firm of Abernathy, Roeder, Boyd & Hullett, P.C. as our City Attorney.

Origination:

City Manager Robby Hefton

Financial Consideration:

The proposed Engagement Agreement sets forth the scope of legal services to be provided along with the hourly rates. All requests for service shall be approved in advance by the City Manager or his Assistant City Managers.

Staff Recommendation:

Staff recommends the City Council appoint the Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C. as City Attorney and approve execution of the Engagement Agreement for those legal services.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6657
Engagement Agreement

RESOLUTION NO. 6657

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE APPOINTMENT OF THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C. AS CITY ATTORNEY, PURSUANT TO ARTICLE IV, SECTION 5 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN ENGAGEMENT AGREEMENT WITH SAID LAW FIRM; 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, pursuant to Article IV, Section 5 of the City Charter, the City Council hereby appoints the Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C. as City Attorney for the City of Sherman, Texas.

SECTION 2. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an Engagement Agreement with Abernathy, Roeder, Boyd & Hullett, a Professional Corporation, for the provision of legal services as the City of Sherman's City Attorney, pursuant to Article IV, Section 5 of the City Charter, in the same or substantially same form as the contract documents attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

**BY: _____
NAME: _____
CITY ATTORNEY**



ABERNATHY ROEDER
BOYD HULLETT

EST. 1876

Ryan D. Pittman
rpittman@abernathy-law.com

1700 Redbud Boulevard, Suite 300 | McKinney, Texas 75069
Main: 214.544.4000 | Fax: 214.544.4040

July 28, 2020

Mr. Robby Hefton and City Council
City of Sherman, Texas
Sherman City Hall
220 W. Mulberry Street
Sherman, Texas 75090

Re: Abernathy, Roeder, Boyd & Hullett, P.C. – City Attorney Legal Representation

Dear Mr. Hefton and City Council:

This firm appreciates the opportunity to represent the City of Sherman in its legal matters as City Attorney. This Engagement Agreement sets forth the agreement between Abernathy, Roeder, Boyd & Hullett, a Professional Corporation (“ARB&H”), and the City of Sherman (the “City”) for providing legal services as the City’s City Attorney.

Our fee is based upon the amount of time we devote to matters referred to us. It is impossible to determine in advance the amount of time necessary to complete any assigned matter. It may be necessary to have other professionals in this office perform services on your behalf other than the specific attorneys you have retained. We will use our best judgment to determine the most economical use of our attorneys and staff personnel. Billed time includes all time spent on any matters assigned including conferences, telephone calls, e-mails, investigation, drafting of documents, correspondence, negotiations, legal research, and travel to and from locations away from our office. We charge for telephone time because many times an attorney can accomplish as much in your behalf by telephone as in a face-to-face meeting with you or others. The use of the telephone and e-mail saves your personal time and that of your attorney and results in a lower cost to you. Any figures we quote you for the total cost of our services are merely estimates. Others may engage in activities beyond our control, requiring us to expend additional time not originally contemplated.

The scope of our representation shall be to provide legal counsel to you in relation to matters referred to us by you. If other legal services are requested, such as representation of you in litigation, we may require a separate engagement agreement to govern such services.

You will receive itemized bills which will be sent on a regular basis based upon hourly rates presently ranging as follows:

- | | | |
|----|--|-------|
| 1. | Shareholders and Directors | \$250 |
| 2. | Associates (more than 3 years’ experience) | \$225 |
| 3. | Associates (less than 3 years’ experience) | \$215 |

4. Legal Assistants/Legal Interns \$95

Time is billed in units of one-tenth hour each. From time to time our firm is required to adjust its hourly rates to more accurately reflect changing economic circumstances. If this occurs, you will be notified in advance.

In addition, you will be responsible for all costs which we may incur on your behalf. These costs include, but are not limited to, copy and telephone expenses. A list of our current fees are attached.

The periodic bill which we will mail, usually monthly, itemizes the time and costs charged to your account for that period. If you have any questions regarding the statement, you should feel free to contact Ms. Becky Wood in our billing department. All balances on your account are due upon receipt. If you do not timely pay your account we have the right, at our discretion, to withdraw from representing the City.

We also have the right, at our discretion, to withdraw from representing the EDC if you have misrepresented or failed to disclose material facts to us, if you fail to follow our advice or if for any reason our relationship becomes unworkable. Likewise, you may discharge us at any time for any reason. You will be responsible for any fees and costs incurred prior to our withdrawal or discharge, including time and costs expended to turn over the file(s) and other information to you or substitute counsel.

You should know that the General Counsel's Office at the State Bar of Texas (800/932-1900) investigates and prosecutes professional misconduct committed by Texas attorneys. ARB&H is committed to follow the Texas Lawyer's Creed, which may be found at www.txethics.org/reference_creed.asp.

Unless you retrieve your file within thirty (30) days after the date we conclude our representation of your interest in this matter, you agree that we may, in our sole discretion, destroy the file. You agree that we may at any time electronically copy your file and destroy the physical file. We will not be obligated to provide you with any additional notice of our intent to destroy this file or a copy of this file.

This Agreement contains all of the terms of ARB&H's financial arrangement with you and can only be modified by a written document signed by all parties, except for any hourly rate adjustment as set out above.

Signed this ____ day of _____, 2020.

Abernathy, Roeder, Boyd & Hullett, P.C.

By: 
Ryan D. Pittman

Mr. Robby Hefton and City Council
July 28, 2020
Page 3

City of Sherman, Texas

By: _____
Its: _____

LIST OF COSTS

1. In-House Photocopy.....20¢ / page
2. Facsimiles (per page, sent).....\$1.00
3. In-house Courier (Dallas and surrounding cities).....\$35.00
4. Courier (local).....\$10.00
5. Legal Research (Lexis/Westlaw, etc.) At Cost
6. Telephone (long distance).....\$2.00
7. Telephone (local) No Charge
8. Postage Current U.S. Postal Service Rate
9. Federal Express At Cost
10. Outside Duplicating At Cost
11. Travel and Expenses At Cost
12. Expert Fees..... At Cost
13. Professional Services (court reporters, videographers,
deposition transcripts, process servers, record services, etc.)..... At Cost



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 2.

Meeting Date: 10/05/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6658

Authorizing Execution of a TIRZ #3 Reimbursement and Development Agreement with Aspire Two, LLC for the Remediation and Demolition of Structures within Sherman Tax Increment Reinvestment Zone, Number Three (#3) in the City of Sherman

Issue:

The remediation and demolition of structures within the expanded Sherman Tax Increment Reinvestment Zone, Number Three (#3)

Background:

City staff has been in discussion with Aspire Two, LLC about the property east of Loy Lake Road and north of Gallagher Drive, formally known as Medical Plaza Hospital. This facility has been closed and not in operation for years. Aspire Two, LLC has purchased the property for redevelopment in Sherman. The first phase of redevelopment includes demolition and remediation of the existing facilities. This Reimbursement and Development Agreement would help reimburse the developer for a portion of the demolition cost after the work is complete and would be funded by the incremental tax revenue generated by the zone and fund balance in the Sherman Tax Increment Reinvestment Zone, Number Three (#3) Fund. Payments by the City under this agreement would occur over the next two fiscal years.

Origination:

City Manager Robby Hefton

Financial Consideration:

Funded by the Sherman Tax Increment Reinvestment Zone, Number Three (#3) revenue, at a maximum of \$400,000.

Staff Recommendation:

Staff recommends approval of the TIRZ #3 Reimbursement and Development Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6658

TIRZ #3 Reimbursement and Development Agreement with Exhibit "A"

Exhibit "B"

Final Plat

Aerial Location Map

RESOLUTION NO. 6658

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A TIRZ #3 REIMBURSEMENT AND DEVELOPMENT AGREEMENT WITH ASPIRE TWO, LLC FOR THE REMEDIATION AND DEMOLITION OF STRUCTURES WITHIN SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER THREE (#3) 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 documents being properly completed and approved as to form and content by the City Attorney, to execute a TIRZ #3 Reimbursement and Development Agreement with Aspire Two, LLC for the remediation and demolition of structures within Sherman Tax Increment Reinvestment Zone, Number Three (#3) located generally east of the intersection of U.S. Highway 75 and Pecan Grove Road and expanded to include about 42 acres bordered by North Calais Drive on the east, East Gallagher Drive on the south, and Loy Lake Road on the west in the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
NAME: _____
CITY ATTORNEY

TIRZ#3 REIMBURSEMENT AND DEVELOPMENT AGREEMENT

This TIRZ#3 Reimbursement and Development Agreement ("Agreement") dated as of _____, 2020 is made by and between the Sherman Tax Increment Financing Reinvestment Zone Number Three ("TIRZ#3"), a tax increment financing reinvestment zone created by the City of Sherman, Texas (the "City") pursuant to Chapter 311 of the Texas Tax Code, as amended, (the "Act") acting by and through its governing body, the TIRZ#3 Board of Directors (the "Board"), the City, and Aspire Two, LLC, a Texas limited liability company (the "Developer", which together with the TIRZ#3, Board and City are sometimes herein each referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the City by passage of Ordinance No. 5424 ("TIRZ#3 Ordinance"), created the Sherman Tax Increment Financing Reinvestment Zone Number Three that encompassed approximately 82.41 acres of land as more fully described in the TIRZ#3 Ordinance (the "Zone"), which Zone was subsequently expanded by Ordinance No. 6317 to include an additional 42.68 acres of land more fully described on the attached Exhibit "A", 14.189 acres of which is presently owned or controlled by the Developer (the "Developer Land"); and

WHEREAS, the Parties acknowledge that the Developer Land contains a dilapidated medical facility within which asbestos containing material is present that constitutes a social liability to the public health and safety and poses an impediment to the redevelopment of the Developer Land and other lands within the Zone; and

WHEREAS, the Developer has presented to the Board and City a plan to demolish the existing dilapidated medical facility and remediate the environmental hazards associated therewith (the "Remediation Plan") for the benefit for the surrounding community and land within TIRZ#3, including the Developer Land, which Plan is attached hereto as Exhibit "B"; and

WHEREAS, the City and the Board have determined that it is in the best interest of the City to provide funds to reimburse the Developer for certain costs associated with the Remediation Plan for the dilapidated medical facility and the environmental hazards related thereto, so long as such demolition and remediation are done generally in accordance with the Remediation Plan or any approved amendments thereto; and

WHEREAS, the City and the Board have amended the Project and Financing Plan for TIRZ#3 to include project costs related to the demolition and remediation of conditions that contaminate public and private land and buildings (the "Amended Project and Financing Plan"); and

WHEREAS, the Act provides that the TIRZ#3 and the City may enter into agreements as the Board and City consider necessary or convenient to implement the Project and Financing Plan, as amended, and achieve its purposes; and

WHEREAS, the TIRZ#3 desires to reimburse the Developer for costs incurred in implementing the Remediation Plan pursuant to this Agreement in amounts not to exceed the Maximum Reimbursement Amount as set forth hereinafter.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits herein set forth, the Board, the City and the Developer contract, covenant and agree as follows:

ARTICLE 1. REPRESENTATIONS

1.1 Representations of TIRZ#3 and City. The TIRZ#3 and the City hereby represent to the Developer that:

A. As of the date of this Agreement, TIRZ#3 and the City are duly authorized, created and existing in good standing under the laws of the State and are duly qualified and authorized to carry on the governmental functions contemplated by this Agreement.

B. As of the date of this Agreement, the Board and the City have the power, authority and legal right to enter into and perform their obligations set forth in this Agreement and the execution, delivery and performance hereof: (i) have been duly authorized; (ii) will not violate any applicable judgment, order, law or regulation; and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any of their assets under any agreement or instrument to which the TIRZ#3 or the City are a party or by which they or their assets, may be bound or affected.

C. The execution, delivery and performance of this Agreement by the Board and the City does not require the consent or approval of any person or entity which has not been obtained.

1.2 Representations of the Developer. The Developer hereby represents to the TIRZ#3 and the City that:

A. The Developer is a Texas limited liability company duly authorized, created and existing in good standing under the laws of the State of Texas.

B. The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement and in the Remediation Plan, and the execution, delivery and performance hereof: (i) have been duly authorized; (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer; and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer, under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

C. The execution, delivery and performance of this Agreement by the Developer does not require the consent or approval of any person or entity which has not been obtained.

ARTICLE 2. REMEDIATION PROJECT

2.1 Implementation of the Remediation Plan.

A. The Developer agrees to perform all work set forth in the Remediation Plan (the "Work") in conformance with the City of Sherman ordinances and all other local, state and federal regulatory requirements, the costs of which qualify as Project Costs as defined in the Act and as specified in the Amended Project and Financing Plan.

B. The Scope of Work from Developer or Developer's contractor shall be submitted to the City for review and all required permits shall be obtained by the Developer or Developer's contractor from the City prior to the commencement of the Work. The Work shall comply with all applicable City codes and ordinances.

C. It is understood and agreed that the Developer is acting independently of the City, and the City assumes no responsibilities or liabilities in connection with the means, methods or course of the Work performed by Developer.

ARTICLE 3. REIMBURSEMENT PAYMENT

3.1 Eligible Project Costs. All Project Costs must be an eligible cost under the Act and the Amended Project and Financing Plan. The City represents and acknowledges the Work under the Remediation Plan is an eligible cost under the Act and the Amended Project and Financing Plan.

3.2 TIRZ#3 Participation.

A. Pursuant to the Amended Project and Financing Plan, the Board agrees, subject to the conditions contained in this Agreement, to reimburse the Developer for its actual Project Costs; provided, however, that the Board's obligation to reimburse the Project Costs related to the Work under this Agreement shall be limited to \$400,000.00 (the "Maximum Reimbursement Amount").

B. Upon completion of the Work and verification thereof by the City, the Developer shall submit documentation to the Board concerning the expenditure of funds for the Work qualifying as Project Costs. Such documentation shall be in a form acceptable to the City and shall be certified by the Developer.

C. The Board and City shall reimburse the Developer on or before [June 1] of 2021 and on [June 1] of each year thereafter until the Developer has received the lesser of (i) the actual Project Costs or (ii) the Maximum Reimbursement Amount. Disbursements from the TIRZ#3

Fund shall be subject to the reimbursement to the City for administrative costs, as defined in the Act, (the "Administrative Costs") before any funds are available for reimbursement to the Developer for Project Costs.

D. The City shall prepare and submit an annual report in accordance with the Act (the "Report") to the Board and to the Developer detailing: (i) the amount due the Developer for Project Costs due thereon, and (ii) the amount of funds that are available to make such payment from the TIRZ#3 Fund. The Developer shall review the Report and notify the Board in writing no later than fifteen (15) days from the receipt of the Report of acceptance of the Report or any deficiency found in the Report. The Board, the City and the Developer shall work cooperatively to mutually resolve any discrepancies or deficiencies in the Report within 30 days of receipt of the Report. During such time, the Developer shall be able to provide evidence demonstrating its compliance with this Agreement. If any discrepancy, deficiency or dispute remains after the expiration of the 30 days, the Parties agree to attend mediation within 90 days in an effort to resolve the dispute.

E. **For reimbursement of Developer's Project Costs, Developer shall have first priority on any funds disbursed from TIRZ #3, net of the Administrative Costs. Under no circumstance shall the City or the Board be obligated to reimburse Developer unless there are sufficient funds, net of the Administrative Costs, in the TIRZ#3 fund to reimburse the Developer for Project Costs.**

ARTICLE 4. EVENTS OF DEFAULT

4.1 Events of Default. A non-performing Party shall be in "Default" under this Agreement if such Party fails to perform any duty or obligation under this Agreement and such failure is not cured within 30 days after written notice from any other Party specifying the nature and the period of existence thereof and what action, if any, the non-defaulting Parties require or propose to require with respect to curing the default (or if the failure is not reasonably capable of being cured within 30 days, the non-performing Party does not begin to cure within such 30-day period and thereafter continuously and diligently complete a cure at the earliest possible time).

ARTICLE 5. REMEDIES ON DEFAULT

5.1 Remedies. If a Party is in Default under this Agreement, the other Parties shall have available all remedies at law or in equity (including, but not limited to, injunctive relief and specific performance).

ARTICLE 6. GENERAL

6.1 Inspections, Audits. The Developer agrees to keep such operating records related to the Work and Project Costs for four (4) years after receiving the first reimbursement from the

TIRZ#3 Fund for any Project Costs associated with the Work, or as may be required by the TIRZ#3, the City, or by State and federal law or regulation. The Developer shall allow the City and/or the Board reasonable access to documents and records in the Developer's possession, custody or control that the City and/or the Board deem reasonably necessary to assist the City and/or the Board in determining the Developer's compliance with this Agreement

6.2 Personal Liability of Public Officials. To the extent permitted by State law, no director, officer, employee or agent of the TIRZ#3, Board, or City shall be personally responsible for any liability arising under or growing out of this Agreement.

6.3 Notices. Any notice required or contemplated by this Agreement shall be in writing and shall be deemed given and received: (1) when delivered (with evidence of delivery) by a nationally recognized delivery service (e.g., FedEx or UPS) to the address shown below whether or not signed for by the individual to whose attention the notice is addressed; or (2) three business days after deposited with the US Postal Service, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, for delivery to the address shown below whether or not signed for by the individual to whose attention the notice is addressed.

Aspire Two, LLC
Attn: Ryan Johnson, President
PO Box 670
Sherman, Texas 75091
Phone: (903) 893-8500

With copy to:

City Manager
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090
Phone: (903) 892-7200
Fax: (903) 892-7355

With copy to:
Robert H. Roeder
Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Ste. 300
McKinney, TX 75069
Fax: 214-544-4044

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by facsimile transmission shall be deemed to be given when such transmission is sent, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the addressee.

6.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the TIRZ#3, the Developer, and the City. No course of dealing on the part of any Party, nor any failure or delay by any Party with respect to exercising any right, power or privilege of a Party under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

6.5 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

6.6 Successors and Assigns. All covenants and agreements contained by or on behalf of the TIRZ#3 in this Agreement shall bind its successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. The Developer's rights under this Agreement are a personal obligation and do not constitute a covenant running with the land.

6.7 Exhibits: Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

6.8 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

6.9 Entire Agreement. This written agreement represents the final agreement between the Parties relating to the matters set forth in this agreement and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

6.10 Term. This Agreement shall be in force and effect from the date of execution hereof by the City for a term expiring on the date on which the payments due the Developer have been paid in full.

6.11 Venue for Performance or Litigation. This Agreement is performable only in Grayson County, Texas. Venue for any action affecting this Agreement shall lie in Grayson County.

6.12 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed.

6.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

6.14 Severability and Legal Construction. If a court of competent jurisdiction finds any provision of this Agreement to be invalid, illegal, or unenforceable as to any person or circumstance, such finding shall not render that provision invalid, illegal or unenforceable as

to any other persons or circumstances. It is the intention and agreement of the Parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the Parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same object of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid, or unenforceable provision.)

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

**TAX INCREMENT FINANCING
REINVESTMENT ZONE NUMBER
THREE, CITY OF SHERMAN, TEXAS**

By: _____
Chair

ATTEST:

By: _____
Secretary

ASPIRE TWO, LLC
a Texas limited liability company

By: _____
President

CITY OF SHERMAN, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

[SEAL]

EXHIBIT "A"
(The Developer Land)

Situated in the City of Sherman, Grayson County, Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being all of Lot 7, Block One, of Gleckler Plaza Addition, to the City of Sherman, of record in Volume 8, Page 35, of the Plat Records, Grayson County, Texas, and all of Lots 5 & 6, Block One, of the partial replat of Gleckler Plaza Addition, of record in Volume 8, Page 85, of said Plat Records, also being all that parcel of land described as Tract One in Warranty Deed from Notami Hospitals of Texas, Inc., to Epic Properties, Inc., of record in Volume 2165, Page 808, of the Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a ½" capped steel rod set at the intersection of the north right-of-way line of Gallagher Drive with the west right-of-way line of Calais Drive, being the southeast corner of said Lot 7 and Block One;

Thence North 89°11'3" West with said north right-of-way line, a distance of 507.58 feet to a ½" capped steel rod set at the southeast corner of Lot 8, of said Block One;

Thence North 10°00'54" West with the east line of said Lot 8, a distance of 496.30 feet to a spike nail set in an asphalt drive, said nail being the northeast corner of said Lot 8;

Thence with the north line of said Lot 8 the following calls and distances:

South 40°11'26" West a distance of 96.34 feet to a set ½" capped steel rod;

A curve to the right having a radius of 105.00 feet, a chord bearing of S 62°04'19", and an chord length of 78.26 feet to a set ½" capped steel rod;

South 83°57'13" West a distance of 206.86 feet to a ½" capped steel rod set in the east right-of-way line of Loy Lake Road;

Thence North 07°22'36" West with said east right-of-way line, a distance of 46.01 feet to a ½" capped steel rod set at the southwest corner of that tract of land conveyed to Melissa Dingle Living Trust by deed of record in Volume 3783, Page 89, Official Public Records, Grayson County, Texas;

Thence North 83°57'18" East with the south line of said tract a distance of 208.98 feet to a ½" steel rod found in concrete at an angle point in the south line of Lot 1, of said Block One;

Thence North 40°53'42" East with said south line, a distance of 148.09 feet to a ½" capped steel rod set at the southeast corner of said Lot One, the southwest corner of Lot 3, of said Block One;

Thence North 43°34'12" East with the south line of said Lot 3, a distance of 119.35 feet to a ½" capped steel rod set at an angle point in said south line;

Thence North 62°26'23" East a distance of 278.94 feet to a ½" capped steel rod set at the southeast corner of Lot 4, of said Block One;

Thence North 15°29'12" West with the east line of said Lot 4, a distance of 92.79 feet to a ½" capped steel rod set at the northeast corner of said Lot 4, also being in the north line of said Block One;

Thence North 74°29'48" East with the north line of said Block One, a distance of 146.27 feet to a set ½" capped steel rod;

Thence North 73°51'58" East a distance of 342.61 feet to a ½" capped steel rod set at the northeast corner of Lot 6, of said Block One, said rod being in the west right-of-way line of said Calais Drive;

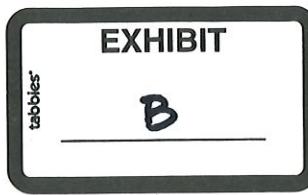
Thence with said west right-of-way line the following calls and distances:

South 12°47'33" East a distance of 283.75 feet to a set ½" capped steel rod;

A curve to the right having a radius of 667.29 feet, a chord bearing of South 05°37'52" West 421.80 feet to a set ½" capped steel rod;

A curve to the right having a radius of 170.00 feet, an arc length of 85.91 feet, a chord bearing South 38°31'58" West 85.00 feet to a set ½" capped steel rod;

A curve to the left having a radius of 280.00 feet, an arc length of 255.14 feet, a chord bears South 26°54'21" West 246.40 feet to the Point-of-Beginning and containing 14.189 acres of land.



Asbestos Abatement Proposal

April 9, 2020

**Re: Asbestos Abatement
Former Hospital
1111 Gallagher Drive
Sherman, TX**

We at EDRS, Inc. (Demolition and Remediation Services) are pleased to submit to you our proposal for the above referenced project. In consideration of the lump sum listed below, we propose to perform the scope of work described below. Specific clarifications and exclusions will be listed below.

Asbestos Abatement: This Price is based on Asbestos Survey dated on 3/25/2020 Project No. 2135-20

Asbestos Abatement:

- Removal and Disposal of approximately 52,210 SF ACM Floor Tile/Mastic.
- Removal and Disposal of approximately 32,500 SF ACM Exterior Transite.
- Removal and Disposal of approximately 27,600 LF ACM Pipe Mastic.
- Removal and Disposal of approximately 2,500 LF ACM HVAC Duct Mastic.
- Removal of approximately 32,500 SF Non-ACM Exterior Stucco.
- Removal of approximately 108,320 SF Ceiling Tile.
- Asbestos Abatement scheduled for 70 days.

Exclusions/Conditions:

- TX DSHS Notification Fees (10 Day)
- Permits/Fees or Bonds
- State Sales Tax
- Asbestos Abatement Price is based on field verification using the Asbestos Survey.
- EDRS is not responsible for Power and Water.
- Technical Specs, 3rd party Consultant Fees, Air Monitoring and/or OSHA's.
- EDRS is not responsible for layout/design, disconnects, along with any capping/patching or build back and/or any stand-by time due to Owner's delay.
- No extra work is to be performed by EDRS unless authorized in writing by an owner's representative.
- This proposal assumes clear/ready and unrestricted access to project site.
- Completion/Net 30 – 1.5% monthly finance charge or maximum allowed by law on amounts past due 30 days with no retainage and bonding excluded.
- Proposal valid for 30 days.
- Clients to pay costs and expenses, including reasonable attorney's fees incurred by EDRS, Inc should collection proceedings be necessary.



Pg 2 of 2 Proposal con't: 1111 Gallagher Dr., Sherman, TX

Thank you for allowing us to submit this proposal to you.

If you should have any questions concerning the scope of work outlined in this proposal, please feel free to contact me at office (972) 492-3417 or cell (214) 914-9145 or email at dcamby.edrs@gmail.com

Please sign below to indicate your acceptance of this proposal and to serve as your "notice to proceed" with the work. This acceptance also serves as authority for EDRS, Inc. to file any required notifications to the State. This acceptance also serves as approval for EDRS, Inc. to sign the waste disposal manifest (s) on the owner's behalf unless instructed otherwise.

COMPANY NAME

PO # (if any, please attach)

PHYSICAL ADDRESS

PHONE #

CITY / STATE / ZIP

E-MAIL ADDRESS

PRINTED NAME

SIGNATURE / TITLE

DATE

Presented By,

Duane Camby
EDRS, Inc



Demolition Proposal

April 9, 2020

Re: **Demolition
Former Hospital
1111 Gallagher Drive
Sherman, TX**

We at EDRS, Inc. (Demolition and Remediation Services) are pleased to submit to you our proposal for the above referenced project. In consideration of the lump sum listed below, we propose to perform the scope of work described below. Specific clarifications and exclusions will be listed below.

Scope of Work:

- Demolish existing hospital in its entirety
- Demolish slab on grade, all piers, beams, footers to be removed two foot below grade
- Coordinate with abatement contractor on removal and disposal of exterior, excess debris
- Obtain permit and file demolition TDH Notification
- Drain property to grade utilizing material on-site
- Haul all concrete, C&D, scrap to appropriate landfill
- Demolition scheduled for 35 days once abatement has been completed
- Asphalt, Sidewalks, Civil Demo
- Temporary Fencing



Pg 2 of 2 Proposal con't: 1111 Gallagher Dr., Sherman, TX

Exclusions/Conditions:

- State Sales Tax
- Soil testing, import or export of soil
- No tree protection
- All salvage rights are reserved by EDRS based off visual inspection on 4/2/2020
- The owner shall have the salvage rights to the Generator, Freezers and Scale with lift only.
- EDRS is not responsible for Power and Water
- EDRS is not responsible for layout/design, disconnects, along with any capping/patching or build back and/or any stand-by time due to Owner's delay.
- No extra work is to be performed by EDRS unless authorized in writing by an owner's representative.
- This proposal assumes clear/ready and unrestricted access to project site.
- Completion/Net 30 – 1.5% monthly finance charge or maximum allowed by law on amounts past due 30 days with no retainage and bonding excluded.
- Proposal valid for 30 days.
- Clients to pay costs and expenses, including reasonable attorney's fees incurred by EDRS, Inc should collection proceedings be necessary.

Thank you for allowing us to submit this proposal to you.

If you should have any questions concerning the scope of work outlined in this proposal, please feel free to contact me at office (972) 492-3417 or cell (214) 914-9145 or email at dcamby.edrs@gmail.com

Please sign below to indicate your acceptance of this proposal and to serve as your "notice to proceed" with the work. This acceptance also serves as authority for EDRS, Inc. to file any required notifications to the State. This acceptance also serves as approval for EDRS, Inc. to sign the waste disposal manifest (s) on the owner's behalf unless instructed otherwise.

COMPANY NAME

PO # (if any, please attach)

PHYSICAL ADDRESS

PHONE #

CITY / STATE / ZIP

E-MAIL ADDRESS

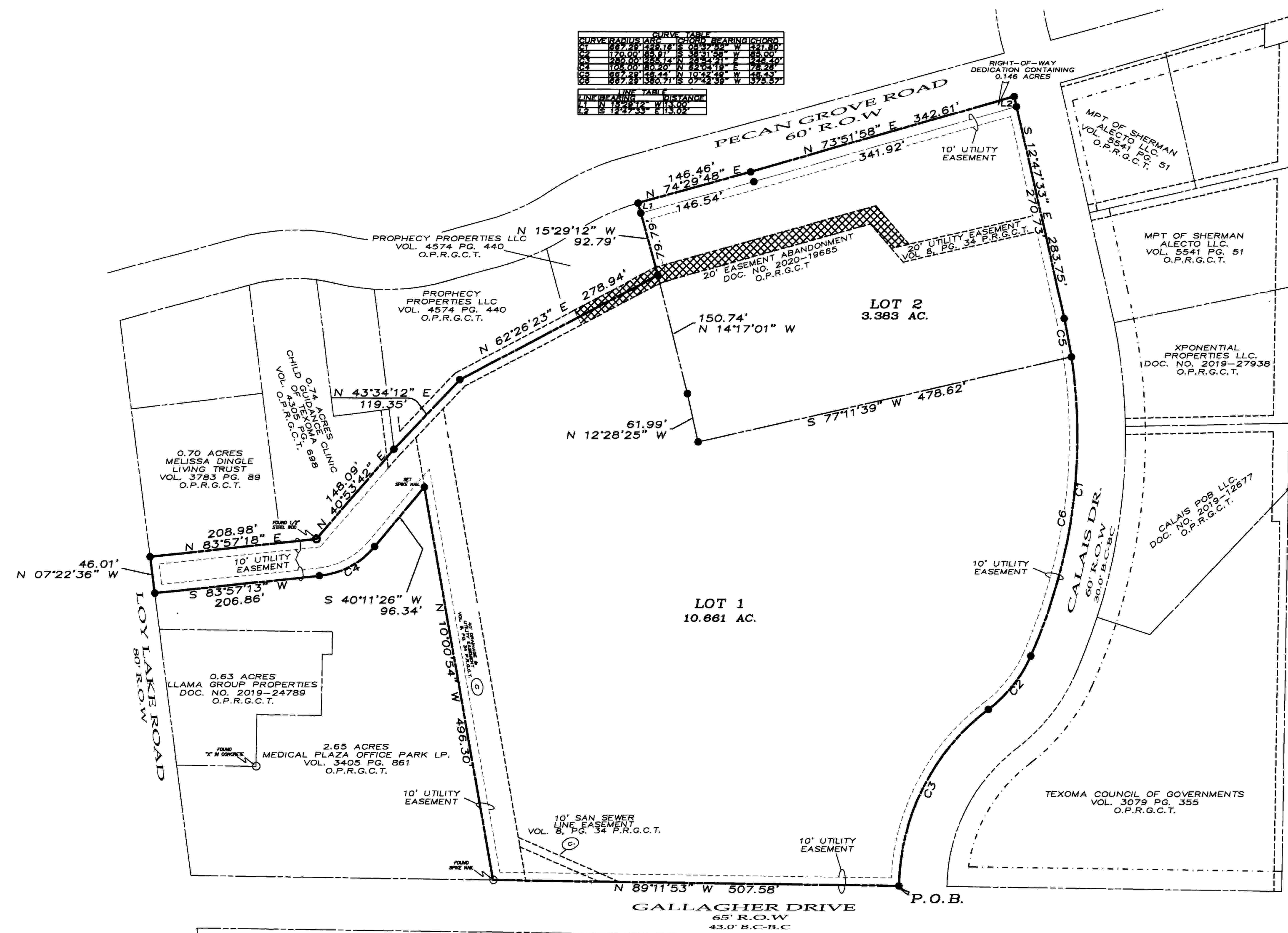
PRINTED NAME

SIGNATURE / TITLE

DATE

Presented By,

Duane Camby
EDRS, Inc



FINAL PLAT JACKSON WALKER ADDITION

Being a replat of all of Lot 7, Block One, of Gleckler Plaza Addition, to the City of Sherman, of record in Volume 8, Page 35, of the Plat Records, Grayson County, Texas, and all of Lots 5 & 6, Block One, of the partial replat of Gleckler Plaza Addition, of record in Volume 8, Page 85, of said Plat

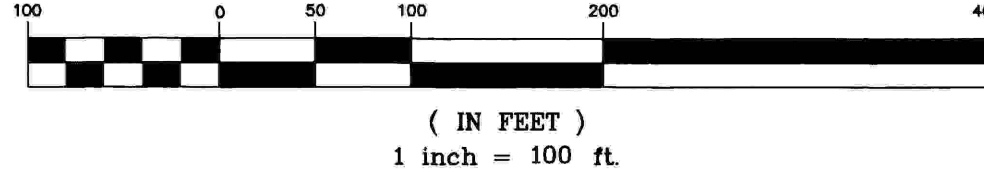
Records
BEING 14.189 ACRES

6-23-2020



DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

Filed for Record
in the Official Records of:
Grayson County Clerk
On: 8/28/2020 2:48:46 PM
In the PLAT Records
JACKSON WALKER ADDN
Doc Number: 2020-133
Number of Pages: 2
Amount: 75.00
Order#: 20200828000124
By: HA



LEGAL DESCRIPTION

Situated in the City of Sherman, Grayson County, Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being all of Lot 7, Block One, of Gleckler Plaza Addition, to the City of Sherman, of record in Volume 8, Page 35, of the Plat Records, Grayson County, Texas, and all of Lots 5 & 6, Block One, of the partial replat of Gleckler Plaza Addition, of record in Volume 8, Page 85, of said Plat Records, also being all that parcel of land described as Tract One in Warranty Deed from Notami Hospitals of Texas, Inc., to Epic Properties, Inc., of record in Volume 2165, Page 808, of the Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" capped steel rod set at the intersection of the north right-of-way line of Gallagher Drive with the west right-of-way line of Calais Drive, being the southeast corner of said Lot 7 and Block One;

Thence North 89°11'53" West with said north right-of-way line, a distance of 507.58 feet to a Found Spike Nail set at the southeast corner of Lot 8, of said Block One;

Thence North 10°00'54" West with the east line of said Lot 8, a distance of 496.30 feet to a spike nail set in an asphalt drive, said nail being the northeast corner of said Lot 8;

Thence with the north line of said Lot 8 the following calls and distances:
South 40°11'26" West a distance of 96.34 feet to a set 1/2" capped steel rod;

A curve to the right having a radius of 105.00 feet, an arc length of 80.20 feet, a chord bearing of S 82°04'19" W, and an chord length of 78.26 feet to a set 1/2" capped steel rod;

South 83°57'13" West a distance of 206.86 feet to a 1/2" capped steel rod set in the east right-of-way line of Loy Lake Road;

Thence North 07°22'36" West with said east right-of-way line, a distance of 46.01 feet to a 1/2" capped steel rod set at the southwest corner of that tract of land conveyed to Melissa Dingle Living Trust by deed of record in Volume 3783, Page 89, Official Public Records, Grayson County, Texas;

Thence North 83°57'18" East with the south line of said tract a distance of 208.98 feet to a 1/2" steel rod found in concrete at an angle point in the south line of Lot 1, of said Block One;

Thence North 40°53'42" East with said south line, a distance of 148.09 feet to a 1/2" capped steel rod set at the southeast corner of said Lot One, the southwest corner of Lot 3, of said Block One;

Thence North 43°34'12" East with the south line of said Lot 3, a distance of 119.35 feet to a 1/2" capped steel rod set at an angle point in said south line;

Thence North 62°26'23" East a distance of 278.94 feet to a 1/2" capped steel rod set at the southeast corner of Lot 4, of said Block One;

Thence North 15°29'12" West with the east line of said Lot 4, a distance of 92.79 feet to a 1/2" capped steel rod set at the northeast corner of said Lot 4, also being in the north line of said Block One;

Thence North 74°29'48" East with the north line of said Block One, a distance of 146.46 feet to a set 1/2" capped steel rod;

Thence North 73°51'58" East a distance of 342.61 feet to a 1/2" capped steel rod set at the northeast corner of Lot 6, of said Block One, said rod being in the west right-of-way line of said Calais Drive;

Thence with said west right-of-way line the following calls and distances:
South 12°47'33" East a distance of 283.75 feet to a set 1/2" capped steel rod;

A curve to the right having a radius of 667.29 feet, an arc length of 429.46 feet, a chord bearing of South 05°37'52" West 421.80 feet to a set 1/2" capped steel rod;

A curve to the right having a radius of 170.00 feet, an arc length of 85.91 feet, a chord bearing South 38°31'58" West 85.00 feet to a set 1/2" capped steel rod;

A curve to the left having a radius of 280.00 feet, an arc length of 255.14 feet, a chord bears South 26°54'21" West 246.40 feet to the Point-of-Beginning and containing 14.189 acres of land.

ACCEPTANCE

Approved this 21st day of July, 2020, by the
City Planning Commission to the City of Sherman, Texas.

Chairman

Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas

Date: 08/28/2020

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date: 08/24/2020

Filed for Record
in the Official Records of:
Grayson County Clerk
On: 8/28/2020 2:48:46 PM
In the PLAT Records
JACKSON WALKER ADDN
Doc Number: 2020-133
Number of Pages: 2
Amount: 75.00
Order#: 20200828000124
By: HA



OWNERS/DEVELOPER
MPT OF SHERMAN ALECTO LLC
1000 URBAN CENTER DRIVE
BIRMINGHAM, ALABAMA 35242

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

FINAL PLAT JACKSON WALKER ADDITION

Being a replat of all of Lot 7, Block One, of Gleckler Plaza Addition, to the City of Sherman, of record in Volume 8, Page 35, of the Plat Records, Grayson County, Texas, and all of Lots 5 & 6, Block One, of the partial replat of Gleckler Plaza Addition, of record in Volume 8, Page 85, of said Plat

Records
BEING 14.189 ACRES

6-23-2020



DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, MPT OF SHERMAN ALECTO LLC, do hereby adopt this plat designating the hereinabove property as the JACKSON WALKER ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this 27th day of August, 2020

EMMETT E. MCLEAN, EVR AND COO
MPT OF SHERMAN ALECTO LLC.

STATE OF Alabama
COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared EMMETT E. MCLEAN 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of August, 2020.

Bradi Dipiazza
Notary Public in and for
the State of Alabama
Commission Expires: 12/26/23



CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, JACKSON WALKER ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the 21st day of August, 2020, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

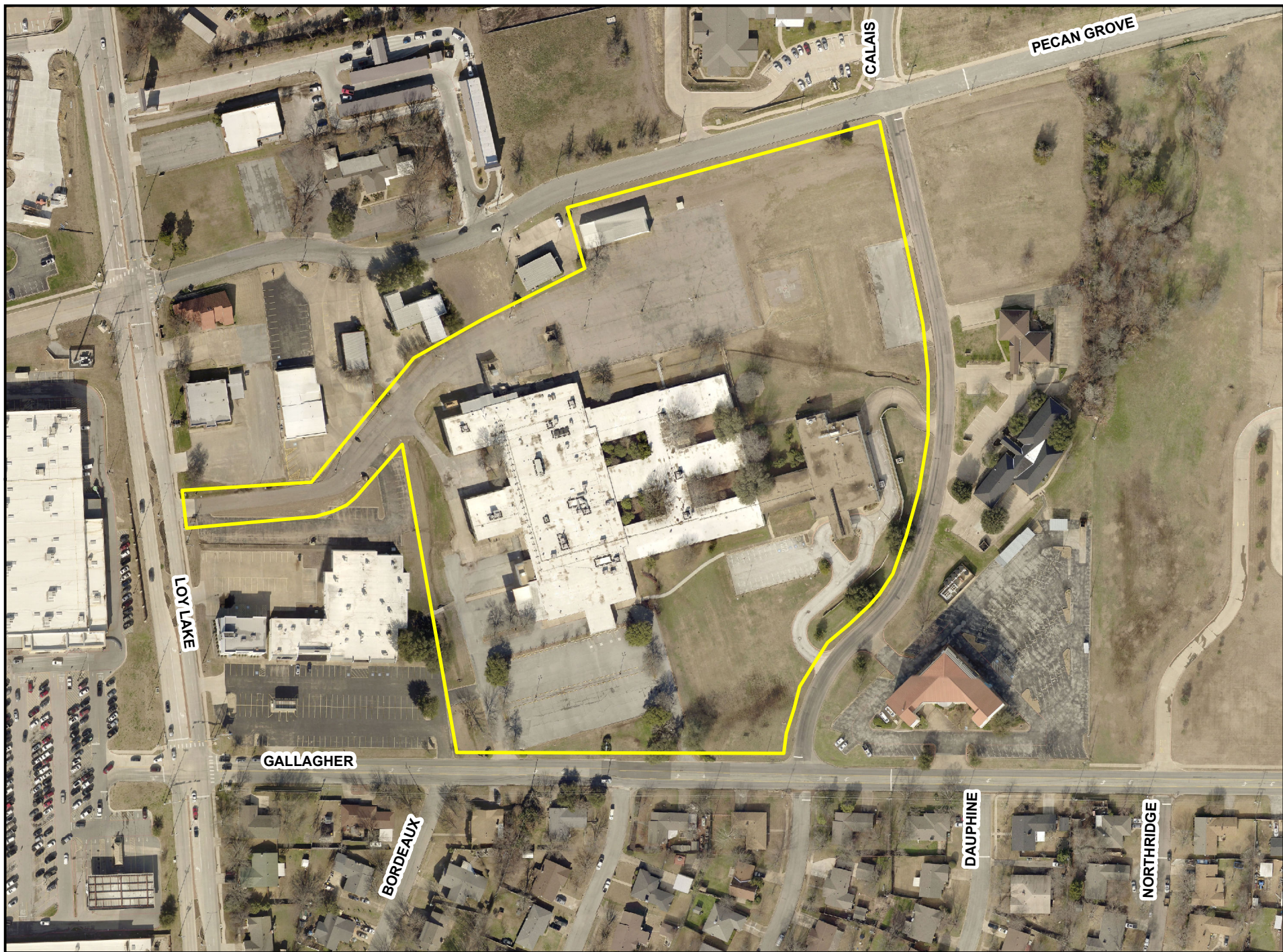
Witness my hand this 28th day of August, 2020.

Sinde Ashby
Clerk, City of Sherman, Texas



~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.



0 100 200 400 600 800 1 inch = 200 feet Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 3.

Meeting Date: 10/05/2020

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6659

Authorizing the Purchase of Video Evidence Solution Software for the Sherman Police Department from WatchGuard Video through Equipment Lease-Purchase Agreement No. 24944 with Motorola Solutions, Inc. through the Texas Department of Information Resources (DIR)

Issue:

To consider approval of a resolution to lease-purchase video evidence solution software from WatchGuard for use within the Sherman Police Department

Background:

WatchGuard Video Evidence Solution replaces current L3 software with more efficient and current technology, allowing for better use of manpower throughout the Department. The current platform has been purchased by another company that is focusing its future programming efforts on a different platform, which would require a complete re-outfitting to achieve the specifications we require.

WatchGuard is being utilized throughout the United States and had been proven effective time and time again. They continuously innovate their products to meet the market needs. A comparison with two other video evidence products was conducted; and WatchGuard met our specifications and budget.

All DIR contracts comply with state purchasing requirements.

Origination:

Sherman Police Department

Financial Consideration:

The WatchGuard video evidence solution software will be acquired through an Equipment Lease-Purchase Agreement with Motorola Solutions, Inc. through the Texas Department of Information Resources for an initial payment of \$100,790.00, with three additional annual payments of \$92,795.52, for a total contract of \$379,176.56. Funding for this purchase was appropriated in the fiscal year 2020-2021 Capital Improvements Program budget.

Staff Recommendation:

It is recommended that staff be authorized to acquire the WatchGuard video evidence solution software through Equipment Lease-Purchasing Agreement No. 24944 with Motorola Solutions, Inc.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6659

Equipment Lease-Purchase Agreement No. 24944

WatchGuard Quote - Contract DIR-TSO-4163

RESOLUTION NO. 6659

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF VIDEO EVIDENCE SOLUTION SOFTWARE FOR THE SHERMAN POLICE DEPARTMENT FROM WATCHGUARD VIDEO THROUGH EQUIPMENT LEASE-PURCHASE AGREEMENT NO. 24944 WITH MOTOROLA SOLUTIONS, INC. THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR); 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 completed and approved as to form and content by the City Attorney, to purchase WatchGuard video evidence solution software for the Sherman Police Department through Equipment Lease-Purchase Agreement No. 24944 with Motorola Solutions, Inc. through the Texas Department of Information Resources (DIR), at a total price of Three Hundred Seventy-Nine Thousand One Hundred Seventy-Six Dollars and Fifty-Six Cents (\$379,176.56), in accordance with all contract documents to be attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2020-2021 Capital Improvements Program 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 _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
NAME: _____
CITY ATTORNEY



September 21, 2020

CITY OF SHERMAN, TX

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #24944 are valid for contracts that are executed and returned on or before **October 23, 2020**. After **10/23/20**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Once complete, a set with **ORIGINAL "wet" signatures** should be returned to me at the address below:

Motorola Solutions Credit Company LLC
Attn: Paul Mecaskey / 44th Floor
500 W. Monroe
Chicago, IL 60661

To help expedite the order process & given the Covid-19 crisis, I can work off a scanned copy with the originals to follow. Please scan prior to mailing & keep a copy for your records.

Should you have any questions, please contact me at 847-538-3707.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Paul Mecaskey

LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address CITY OF SHERMAN, TX

Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

E-mail: _____
Phone: _____
Fax: _____
7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24944

LESSEE:

CITY OF SHERMAN, TX
220 W Mulberry St
Sherman, TX 75090

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. (or one of its wholly owned subsidiaries) pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices, and peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment

during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the

Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling,

leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments

hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

**** SIGNATURE PAGE TO FOLLOW ****

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 23rd day of October, 2020.

LESSEE:
CITY OF SHERMAN, TX

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Print Name: _____

Title: _____

Title: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the CITY OF SHERMAN, TX, an entity duly organized and existing under the laws of the **State of Texas**, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24944**, between CITY OF SHERMAN, TX and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF SHERMAN, TX, hereto this

_____ day of _____, 2020.

By: _____

(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24944 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for CITY OF SHERMAN, TX

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 24944
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24944** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and CITY OF SHERMAN, TX ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: TX	

Initial Term: 36 Months Commencement Date: 10/23/2020
First Payment Due Date: 10/1/2021

Three (3) consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Lessee: CITY OF SHERMAN, TX

Schedule B (Lease #24944)

\$	379,176.56	TOTAL CONTRACT
\$	100,790.00	less down-pmt
\$	278,386.56	Amt financed

Compound Period: Annual

Nominal Annual Rate: 0.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/23/2020	278,386.56	1		
2 Payment	10/1/2021	92,795.52	3	Annual	10/1/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	10/23/2020				278,386.56
2020 Totals		0.00	0.00	0.00	
1	10/1/2021	92,795.52	0.00	92,795.52	185,591.04
2021 Totals		92,795.52	0.00	92,795.52	
2	10/1/2022	92,795.52	0.00	92,795.52	92,795.52
2022 Totals		92,795.52	0.00	92,795.52	
3	10/1/2023	92,795.52	0.00	92,795.52	0.00
2023 Totals		92,795.52	0.00	92,795.52	
Grand Totals		278,386.56	0.00	278,386.56	

INITIAL INSURANCE REQUIREMENT: \$278,386.56

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

ORIGINAL ISSUE DISCOUNT (if applicable):

Lessee acknowledges that the amount financed by Lessor is \$263,033.56 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.96%. Such issue price and yield will be stated in the applicable Form 8038-G.

Customer: Sherman PD
Attention: James Trisler
Date Issued: 9/3/2020
Expiration: 11/30/2020
Contract: DIR-TSO-4163



Part Number	Detail	Qty	MSRP	DIR Discount %	DIR Discount \$	Discounted Price	Extended Price
4RE-STD-GPS-RV2	V300 and 4RE System Bundle. Includes 4RE Standard DVR Camera System with	22	\$ 6,945.00	25.00%	\$ 1,736.25	\$ 5,208.75	\$ 114,592.50
CAM-4RE-PAN-NHD	Front Camera, 4RE, HD Panoramic, (Reduced EMI)	22	\$ 250.00	22.00%	\$ 55.00	\$ 195.00	\$ 4,290.00
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	22	\$ 250.00	26.00%	\$ 65.00	\$ 185.00	\$ 4,070.00
WAR-4RE-CAR-1ST	4RE Warranty (Months 1 - 12)	23	\$ -	0.00%	\$ -	\$ -	\$ -
SVC-VID-REM-100	Video System Removal (Per Unit Charge)	17	\$ 220.00	21.23%	\$ 46.71	\$ 173.29	\$ 2,946.00
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	22	\$ 600.00	21.23%	\$ 127.38	\$ 472.62	\$ 10,397.64
		-					
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	38	\$ 1,245.00	24.00%	\$ 298.80	\$ 946.20	\$ 35,955.60
VIS-300-BAT-RMV	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	20	\$ 125.00	21.00%	\$ 26.25	\$ 98.75	\$ 1,975.00
WGA00640-KIT1	V300 USB Docks	60	\$ 120.00	21.00%	\$ 25.20	\$ 94.80	\$ 5,688.00
VIS-300-VTS-KIT	V300, Transfer Station Kit, D350, 8-Slot Upload Station, 10GB, Incl. Cables and Power	2	\$ 1,870.00	21.00%	\$ 392.70	\$ 1,477.30	\$ 2,954.60
WAR-300-CAM-NOF	Warranty, V300 3 Year, No-Fault	60	\$ 565.00	21.00%	\$ 118.65	\$ 446.35	\$ 26,781.00
		-					
KEY-EL5-SRV-001	Evidence Library 5 Web Server Site License Key	1	\$ 1,250.00	21.50%	\$ 268.75	\$ 981.25	\$ 981.25
SFW-BWC-DEV-FEE	Evidence Library 5, 0 Annual Device License & Support Fee- Recurring Fee (Year 1)	83	\$ 245.00	21.50%	\$ 52.68	\$ 192.33	\$ 15,962.98
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP	3	\$ 315.00	20.38%	\$ 64.20	\$ 250.80	\$ 752.41
SVC-4RE-ONS-300	WAP Installation by Sherman		\$ 1,250.00	21.23%	\$ 265.38	\$ 984.63	\$ -
		-					
4RE-STD-GPS-RV2	4RE Interview Room Camera System. Includes two cameras, one dome and one covert camera. Also includes a microphone, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software.	1	\$ 6,230.00	22.00%	\$ 1,370.60	\$ 4,859.40	\$ 4,859.40
SVC-4RE-INS-100	Interview Room Installation	1	\$ 1,200.00	21.23%	\$ 254.76	\$ 945.24	\$ 945.24
KEY-WGV-RED-E01	Software, REDACTIVE(sm) Enterprise, Single Seat License Key	1	\$ 7,495.00	21.50%	\$ 1,611.43	\$ 5,883.58	\$ 5,883.58
WAR-WGR-MNT-3YR	REDACTIVE(sm) Software Support & Maintenance, 3-Year Bundle	1	\$ 2,815.00	21.00%	\$ 591.15	\$ 2,223.85	\$ 2,223.85
WAR-WGR-MNT-001	Software Maintenance, REDACTIVE(sm), 4TH YEAR	1	\$ 980.00	21.00%	\$ 205.80	\$ 774.20	\$ 774.20
HDW-4RE-VIS-RED	Redactive Tower, Xeon 16 Core, 480GB SSD, Blu Ray DVDRW, 16GB RAM	1	\$ 5,000.00	20.38%	\$ 1,019.00	\$ 3,981.00	\$ 3,981.00
WGW00141	Redactive Tower Warranty (Year 4 and 5)	1	\$ 815.00	21.00%	\$ 171.15	\$ 643.85	\$ 643.85
		-					
WGA00421-217	Server, EL5, 16 HDD, RAID 6, 3U, 26-75 Concurrent Devices, 5CAL, Gen 4	1	\$ 13,315.00	20.38%	\$ 2,713.60	\$ 10,601.40	\$ 10,601.40
WGA00422-1250	Hard Drive, Server, EL5, 12TB, 6GB/s 7,200 RPM, 256MB, Enterprise, 4KN	12	\$ 975.00	20.38%	\$ 198.71	\$ 776.30	\$ 9,315.54
WAR-SRV-RCK-5YR	Warranty for the Server- Year 4 and 5	1	\$ 1,470.00	21.00%	\$ 308.70	\$ 1,161.30	\$ 1,161.30
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1	\$ 12,500.00	21.23%	\$ 2,653.75	\$ 9,846.25	\$ 9,846.25
	Total Capital Cost						\$ 277,582.58
WAR-4RE-CAR-2ND	4RE Warranty (Months 13 - 24)	23	\$ 125.00	21.00%	\$ 26.25	\$ 98.75	\$ 2,271.25
WAR-4RE-CAR-3RD	4RE Warranty (Months 25 - 36)	23	\$ 250.00	21.00%	\$ 52.50	\$ 197.50	\$ 4,542.50
WAR-4RE-CAR-4TH	4RE Warranty (Months 37 - 48)	23	\$ 410.00	21.00%	\$ 86.10	\$ 323.90	\$ 7,449.70
SFW-BWC-DEV-FEE	Evidence Library 5, 0 Annual Device License & Support Fee- Recurring Fee (Year 2)	83	\$ 245.00	21.50%	\$ 52.68	\$ 192.33	\$ 15,962.98
SFW-BWC-DEV-FEE	Evidence Library 5, 0 Annual Device License & Support Fee- Recurring Fee (Year 3)	83	\$ 245.00	21.50%	\$ 52.68	\$ 192.33	\$ 15,962.98
SFW-BWC-DEV-FEE	Evidence Library 5, 0 Annual Device License & Support Fee- Recurring Fee (Year 4)	83	\$ 245.00	21.50%	\$ 52.68	\$ 192.33	\$ 15,962.98
WCM000111-011	CAD/RMS Integration (priced per device) Year 1	83	\$ 180.00	34.00%	\$ 61.20	\$ 118.80	\$ 9,860.40
WCM000111-011	CAD/RMS Integration (priced per device) Year 2	83	\$ 180.00	34.00%	\$ 61.20	\$ 118.80	\$ 9,860.40
WCM000111-011	CAD/RMS Integration (priced per device) Year 3	83	\$ 180.00	34.00%	\$ 61.20	\$ 118.80	\$ 9,860.40
WCM000111-011	CAD/RMS Integration (priced per device) Year 4	83	\$ 180.00	34.00%	\$ 61.20	\$ 118.80	\$ 9,860.40
		-					
Freight	Shipping/Handling and Processing Charges	0	\$ -	0.00%	\$ -	\$ -	\$ -

Total Recurring Svcs Cost **\$ 101,593.98**

- **Total:** **\$ 379,176.56**
Initial Payment **\$100,790.00**



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 4.

Meeting Date: 10/05/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6660

Authorizing the Purchase of Four New Ford F-150 Trucks for the Development Services Department from Sam Pack's Five Star Ford through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase four (4) 2021 Ford F-150 Trucks through the Texas Local Government Purchasing Cooperative (BuyBoard) for use within the Development Services Department

Background:

During the most recent Budget Workshop, City Council and staff discussed the potential purchase of vehicles for the Code Enforcement building inspectors. Up until now, those inspectors have been receiving a monthly car allowance to compensate them for the use of their personal vehicles for City work-related purposes. In order to bring this department more in line with the City's practice of providing City vehicles to front-line City department employees, staff is recommending that this purchase be approved. Using City vehicles will also allow for clear identification of City employees as they conduct business on behalf of the City. The proposed vehicles will be identified in a manner similar to other City of Sherman fleet vehicles.

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.

Quotes were received from Holiday Chevrolet, Bob Utter Ford, Sherman Chevrolet and Sam Pack's Five Star Ford. The lowest estimated cost of the new Ford F-150 Trucks was received from Sam Pack's Five Star Ford for \$21,856.82 each, for a total cost of \$87,827.26 for four vehicles.

Origination:

Development Services Department

Financial Consideration:

The new 2021 Ford F-150s will be purchased from Sam Pack's Five Star Ford for \$87,827.26 through the BuyBoard, ultimately being financed through Tax Note proceeds in fiscal year (FY) 2021. Although the purchase of these specific trucks were not included in the FY2021 budget, the FY2021 budget for Tax Note debt payments did include a contingency for fleet purchases that will be sufficient to absorb the incremental debt service on these trucks. As such, the net financial impact of this purchase will be \$0 in FY 2021.

Staff Recommendation:

It is recommended that staff be authorized to purchase four new Ford F-150 trucks for the Development Services Department.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6660
Estimate from Sam Pack's Five Star Ford
BuyBoard Interlocal Agreement

RESOLUTION NO. 6660

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF FOUR NEW FORD F-150 TRUCKS FOR THE DEVELOPMENT SERVICES DEPARTMENT FROM SAM PACK'S FIVE STAR FORD 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 Sam Pack's Five Star Ford through the Texas Local Government Purchasing Cooperative (BuyBoard) four new Ford F-150 Trucks at a total price of Eighty-Seven Thousand Eight Hundred Twenty-Seven Dollars and Twenty-Six Cents (\$87,827.26). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of Tax Note Proceeds.

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 _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
NAME: _____
CITY ATTORNEY

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Kevin Moore - Austin Moore- Jorge Guerra - Alan Rosner

Contract Name:BuyBoard 601-19

End User: CITY OF SHERMAN **Sam Pack's Rep:** AUSTIN MOORE

End User: CITY OF SHERMAN **Sam Pack's Rep:** AUSTIN MOORE

Contact: ROB RAE **Date:** 8/12/2020

Contact: ROB RAE **Date:** 8/12/2020

Contact TN/Email	Phone #
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Interior and Exterior Color Code	WHITE
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Product Description:	2020 FORD F150 REG CAB	Code	WHITE
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A.	Bid Line #	L123	Base Price:	\$ 17,364.00
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A.	Bid Line #	L123	Base Price:	\$ 17,364.00
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B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic Transmission	Included			
	Air Conditioning	Included		2021 PRICE INCREASE	\$ 1,389.12
	3.3 V-6	Included			
	POWER LOCKS AND WINDOWS	\$ 925.00			
	REARVIEW CAMERA	Included			
	BLUETOOTH	Included			
	SPARE TIRE	Included			
	SPEED CONTROL	\$ 225.00			

	Total of B. - Published Options	\$ 2,539.12
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C. Dealer Published Options	
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[illegible][illegible]

D. Off Menu Options

[illegible]

Off Menu Options limited to 25% of Published Price	Current %	0.00%	Total of D. - Off Menu Options	\$0.00
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Delivery Charges	65 Miles @ \$2.75/mile	\$ 178.75
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Floorplan Expense	30 Days	\$3.00 Per Diem	\$ 89.97
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Floorplan Expense	30 Days	\$100 Per Diem	\$	300.00
Lot Insurance Expense	30 Days	\$3.00 Per Diem	\$	89.97

Let Insurance Expense	30 Days	\$1000 Per Month	\$ 1,595.00
Manufacturer Destination and Delivery			\$ 21,856.82
		Total Each	\$ 21,856.82

					Total Each	\$ 22,000.00
Quantity Ordered	4	X F =				\$ 87,427.26

Quantity Ordered	4	X 1 =	\$ 37,427.20
Administrative Fee			\$ 400.00

Trade In Allowance - Non-Equipment debits and credits	\$ -
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TOTAL PURCHASE PRICE INCLUDING ADMIN FEE	\$87,827.26
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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

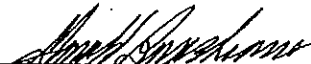
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable 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.

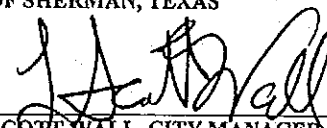
TO BE COMPLETED BY THE COOPERATIVE:

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

E. 5.

Meeting Date: 10/05/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6661**

Authorizing Execution of an Agreement with Julio Cesar Tobar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 503 East Wilson Avenue 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 503 East Wilson Avenue 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:

Julio Cesar Tobar, Owner

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 \$384.57 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. 6661

Residential Tax Abatement Ageement

Application

Warranty Deed

Survey

Building Permit

Site Plan

Photo

Aerial Location Map

Reinvestment Zone Map

RESOLUTION NO. 6661

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JULIO CESAR TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 503 EAST WILSON AVENUE 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 Julio Cesar Tobar 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 Julio Cesar Tobar 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 503 East Wilson Avenue, 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 _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
NAME: _____
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 **JULIO CESAR TOBAR** 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, 2020, and continuing for tax years 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028 and 2029, 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 2020, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2020	100%
2021	100%
2022	100%
2023	100%
2024	100%
2025	100%
2026	80%
2027	60%
2028	40%
2029	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 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028 and 2029, 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 503 East Wilson Avenue, Sherman, Texas, and as more particularly described by the following:

BEING LOT 8, BLOCK 24, SOUTH SIDE ADDITION

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

VI.

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

VII.

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

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original

agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

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

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

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

X.

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

XI.

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

XII.

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

City of Sherman	Julio Cesar Tobar
P.O. Box 1106	1212 Tejas Dr.
Sherman, Texas 75091-1106	Sherman, TX 75092
(903) 892-7200	(903) 816-3990

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 _____, 2020.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
JULIO CESAR TOBAR

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
JULIO CESAR TOBAR

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
NAME: _____
CITY ATTORNEY

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

BEFORE ME, the undersigned authority, on this day personally appeared **JULIO CESAR 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 _____, 2020 A.D.

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

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Julio Cesar Tobar

Mailing Address: 1212 Tejas Dr Sherman Tx 75092

Telephone Number: 903-816-3990

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 503 E Wilson Sherman Tx 75092

Summary Legal Description: Lot: ✓ Block: _____ Addition: _____

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

Improvements:

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

Estimated Value of Improvements: ~~100,000~~ \$90,000

Estimated Date of Start of Construction: 9-25-20

Estimated Date of Completion of Project: ~~10~~ 1-25-21

Description of Project: Build house

Applicant(s): Julio Cesar Tobar

Date: 9-1-20

Date: _____



VG-286-2017-19811

**Grayson County
Wilma Bush
County Clerk**

Instrument Number: 2017 - 19811

Real Property Recordings

Recorded On: September 05, 2017 03:03 PM

Number of Pages: 3

Parties: GRAYSON COUNTY SHERIFF

" Examined and Charged as Follows: "

Total Recording: \$20.00

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

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

File Information:

Document Number: 19811
Receipt Number: 20170905000128
Recorded Date/Time: September 05, 2017 03:03 PM
User: Regina F
Station: CLERK07

Record and Return To:

GRAYSON COUNTY TAX ASSESSOR/COLLECTOR
100 W HOUSTON

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.

SHERIFF'S TAX DEED

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF GRAYSON

X

That, whereas, by virtue of an Order of Sale issued by the Clerk of the District Court in and for Grayson County, dated June 23, 2017 on a certain judgment rendered in said Court on 6th day of April, 2017, in a certain **Suit No. T-14-3410, Sherman Independent School District, Et Al vs. Donald E Stewart, Et Al**, I, Sheriff Tom Watt, of said County, did upon June 23, 2017, levy upon and advertise the said premises as described in said Order of Sale, by giving public notice of the time and place of said sale by an advertisement in the English language, published once a week for three (3) consecutive weeks preceding such sale, the first publication appearing not less than twenty (20) days immediately preceding the day of sale, beginning on July 2, 2017, in the HERALD DEMOCRAT, a newspaper published in the County of Grayson, stating in said advertisement the authority by virtue of which such sale was to be made, the time of levy, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known, and by delivering a similar notice to each of the named Defendants, and on the first Tuesday, the 1st day of August, 2017, beginning at 1:00 PM sold said hereinafter described land or lots at public venue, in the Assembly Room (Annex 2) on the Second Floor of the Courthouse of said County, at which sale the premises hereinafter described were struck off to:

**Julio Cesar Tobar
1212 Tejas Dr.
Sherman, TX 75092**

for the sum of **\$4,000.00**, Julio Cesar Tobar being the highest bidder(s), and that being the highest bid for the same, NOW, THEREFORE, in consideration of the premises aforesaid, and of the payment of the aforesaid sum, the receipt of which is hereby acknowledged, I as Sheriff aforesaid, have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto the said grantee(s) all of the estate, right, title, and interest which the Defendants in such suit had on the date said judgment was rendered or at any time afterwards, in and to the following described land and premises, as described in the Order of Sale, viz:

PROPERTY DESCRIPTION

Tract No. 3: Lot 8, Block 24, South Side Addition, an addition to the City of Sherman, Grayson County, Texas, as described in Volume 2188, Page 591, Real Property Records of Grayson County, Texas.

TO HAVE AND TO HOLD the above described premises unto the said grantee(s), heirs and assigns forever, as fully and absolute as I, as Sheriff aforesaid, can convey by virtue of said Order of Sale;

Subject, however to the owner's right to redeem the same in the manner and within the time prescribed by Section 34.21 of the Property Tax Code of the State of Texas.

This conveyance is made expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF, I have hereunto set my hand this the 11 day of August, 2017.

Thomas E. Watt

Sheriff Tom Watt
Grayson County, Texas

D. Bowling

By: Deputy Donald Bowling

STATE OF TEXAS

X

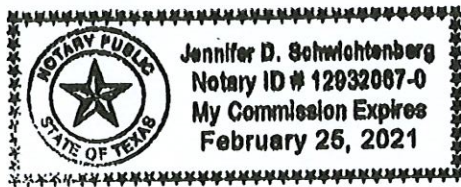
X

GRAYSON COUNTY

X

Before me, the undersigned authority, on this day personally appeared Deputy Donald Bowling, of Grayson County, Texas, 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, consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11th DAY OF August, 2017.



Jennifer D. Schwichtenberg
Printed Name: Jennifer D. Schwichtenberg
Notary Public, State of Texas
My Commission Expires: 2/25/2021

After recording return to:

Julio Cesar Tobar
1212 Tejas Dr.
Sherman, TX 75092

JOB NO. 20060492
FW: RR - DFT: CG

SCALE
1" = 30'

BLOCK 24

EAST STREET

WILSON AVENUE

LEGEND

- 1/2" STEEL ROD SET
- 1/2" STEEL ROD FOUND
- BOUNDARY LINE
- - - PROPERTY LINE

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

Copyright © 2020
Underwood Drafting & Surveying, Inc.
All rights reserved.

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

I, Douglas W. Underwood, Registered Professional Land Surveyor do hereby certify that on the 6th day of July 2020, a survey was made on the ground of the property shown hereon, described as Lot 8, Block 24, of the South side Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 94, Page 134, of the Deed Records, Grayson County, Texas, and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

The building on said lot is known as 503 E. Wilson Avenue, Sherman, Texas, and is wholly located on said lot; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.



UNDERWOOD

DRAFTING & SURVEYING

Douglas W. Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300

3404 INTERURBAN ROAD

DENISON, TEXAS 75021

(903)465-2151



CITY OF SHERMAN
New Residential Building Permit

#20-002186 | Issued on: 09/01/2020 at 3:45 PM

Project Description: CONSTRUCT SINGLE FAMILY RESIDENTIAL

ADDRESS 503 E WILSON, Sherman, TX	LEGAL Southside Addn, Block 24, Lot 8	PERMIT HOLDER JULIO CESAR TOBAR JCT ROOFING (903) 816-3990	COLLABORATORS • ACM PLUMBING CO ADAM C MARTINEZ (469) 360-6479 • TEXAS PREFERRED ELECTRIC JAMES WARREN CHUMLEY (469) 805-5009	OWNERS • Julio Cesar Tobar
--	---	--	---	--------------------------------------

INFORMATION FIELDS

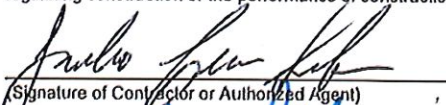
Square Feet	2071	Bedrooms	3
Bathrooms	2	Number of Stories	1
Number of Acres	0.5	Type of Construction List	Wood Frame
Garage Parking	2	Off Street Parking	2
Tax Abatement	Yes	Sewer Disposal	Public Sewer
Water Supply	Public	Heating	Gas
Permit Certification	Yes	Proposed Use	ONE FAMILY RESIDENTIAL
Former Use	NONE	Firm Name	CESAR TOBAR

FEE	TOTAL	PAID	DUE
Storm Water Fee	\$ 25.00	\$ 25.00	\$ 25.00
TOTALS	\$ 25.00	\$ 25.00	\$ 0.00

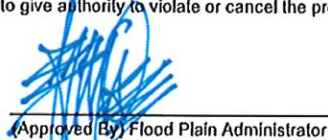
NOTICE

This permit becomes null and void if work or constructions 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)

9-1-20
Date


(Approved By) Flood Plain Administrator


Date


(Approved By) Building & Zoning

9/17/20
Date

JOB NO. 20060492
FW: RR - DFT: CG

SCALE
1" = 30'

BLOCK 24

EAST STREET

WILSON AVENUE

LEGEND

- 1/2" STEEL ROD SET
- 1/2" STEEL ROD FOUND
- BOUNDARY LINE
- - - PROPERTY LINE

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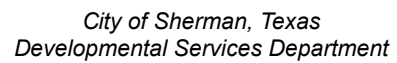
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Douglas W. Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300

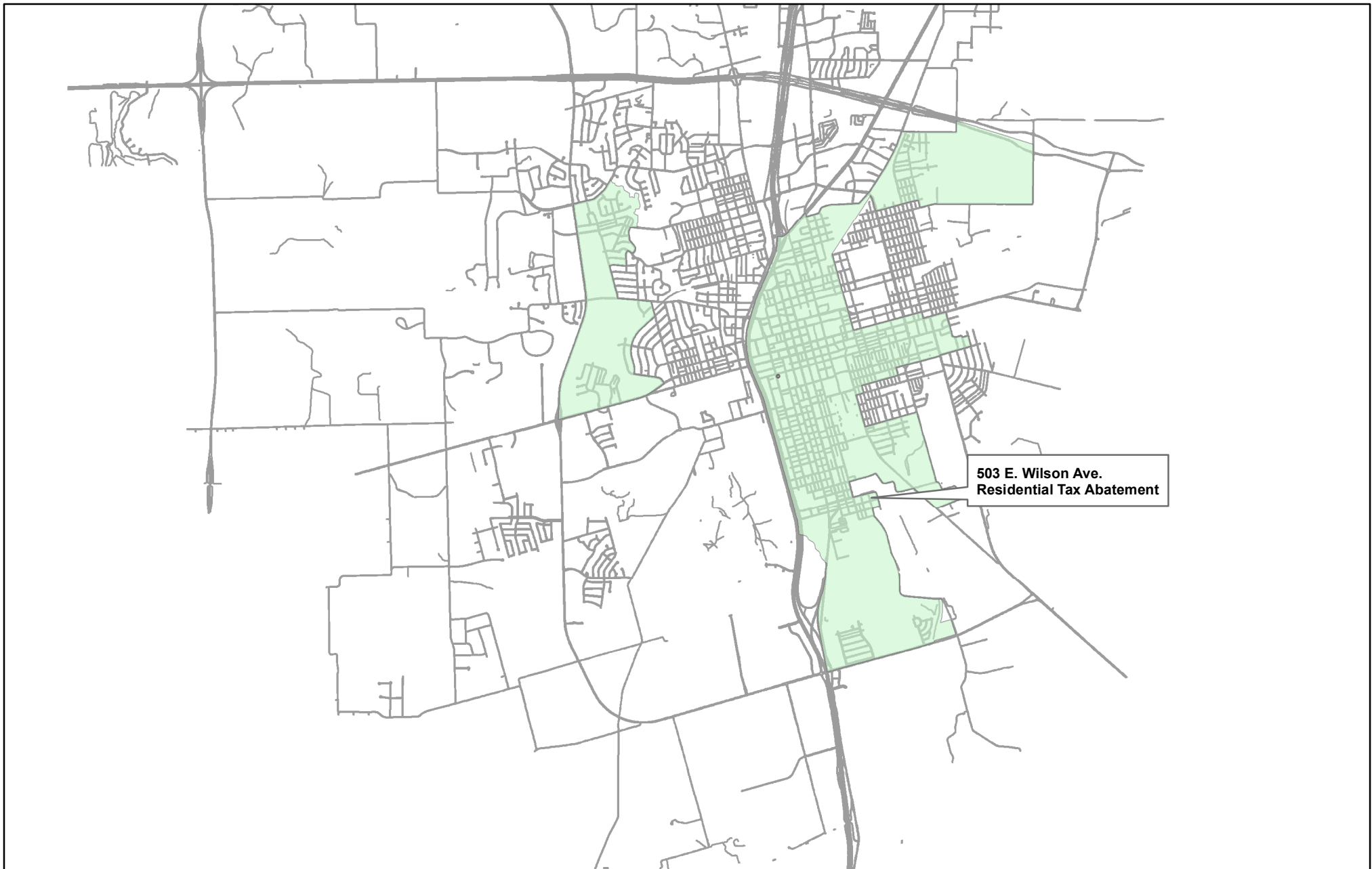
503 East Wilson Street





NOT TO SCALE

1 in = 300 ft



503 East Wilson Avenue Residential Tax Abatement



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 inch = 6,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 6.

Meeting Date: 10/05/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6662**

Authorizing Execution of an Agreement with Suzette Morgan for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 425 West Hester 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 425 West Hester 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:

Suzette Morgan, Owner

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 \$346.33 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. 6662

Residential Tax Abatement Agreement

Application

Deed

Building Permit

Site Plan

Aerial Location Map

Photo

Reinvestment Zone Map

RESOLUTION NO. 6662

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH SUZETTE MORGAN FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 425 WEST HESTER 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 Suzette Morgan 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 Suzette Morgan 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 425 West Hester 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 _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
NAME: _____
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 **SUZETTE MORGAN** 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, 2020, and continuing for tax years 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028 and 2029, 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 2020, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2020	100%
2021	100%
2022	100%
2023	100%
2024	100%
2025	100%
2026	80%
2027	60%
2028	40%
2029	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.

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III.

3.01 The term of this Agreement shall be for tax years 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028 and 2029, 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 425 West Hester Street, Sherman, Texas, and as more particularly described by the following:

BEING the south 87.50 feet by 90.00 feet, containing 0.18 acres, more or less, out of Lot 5, Block 17, B. H. Moore's Heirs Addition, an addition to the City of Sherman, Grayson County, Texas, as described in Volume 1577, Page 517, Official Public Records of 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.

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

Suzette Morgan
PO Box 357
Sherman, TX 75091
(903) 271-9469

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 _____, 2020.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
SUZETTE MORGAN

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
NAME: _____
CITY ATTORNEY

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

BEFORE ME, the undersigned authority, on this day personally appeared **SUZETTE MORGAN** 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 _____, 2020 A.D.

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

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

Property Owner:

Name: Ⓡ Suzette Morgan

Mailing Address: P O Box 357 Sherman, Tx 75091

Telephone Number: 903 271 9469

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 425 W Hester Sherman, Tx 75090

Summary Legal Description: Lot: _____ Block: 5 Addition: BH Moore Hirs

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: \$ 81,052.50

Estimated Date of Start of Construction: _____

Estimated Date of Completion of Project: _____

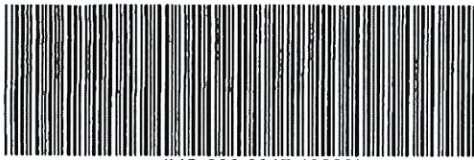
Description of Project: Single family residential

Applicant(s): Ricardo Gutierrez

Date: 8/4/00

Suzette Morgan

Date: 8/4/00



VG-286-2017-19822

Grayson County
Wilma Bush
County Clerk

Instrument Number: 2017 - 19822

Real Property Recordings

Recorded On: September 05, 2017 03:03 PM

Number of Pages: 3

Parties: GRAYSON COUNTY SHERIFF

" Examined and Charged as Follows: "

Total Recording: \$20.00

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

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

File Information:

Document Number: 19822
Receipt Number: 20170905000128
Recorded Date/Time: September 05, 2017 03:03 PM
User: Regina F
Station: CLERK07

Record and Return To:

GRAYSON COUNTY TAX ASSESSOR/COLLECTOR
100 W HOUSTON

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.

SHERIFF'S TAX DEED

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF GRAYSON

X

That, whereas, by virtue of an Order of Sale issued by the Clerk of the District Court in and for Grayson County, dated June 23, 2017 on a certain judgment rendered in said Court on 25th day of July, 2016, in a certain **Suit No. T-15-3290, Sherman Independent School District, Et Al vs. Travis Guinn**, I, Sheriff Tom Watt, of said County, did upon June 23, 2017, levy upon and advertise the said premises as described in said Order of Sale, by giving public notice of the time and place of said sale by an advertisement in the English language, published once a week for three (3) consecutive weeks preceding such sale, the first publication appearing not less than twenty (20) days immediately preceding the day of sale, beginning on July 2, 2017, in the HERALD DEMOCRAT, a newspaper published in the County of Grayson, stating in said advertisement the authority by virtue of which such sale was to be made, the time of levy, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known, and by delivering a similar notice to each of the named Defendants, and on the first Tuesday, the 1st day of August, 2017, beginning at 1:00 PM sold said hereinafter described land or lots at public venue, in the Assembly Room (Annex 2) on the Second Floor of the Courthouse of said County, at which sale the premises hereinafter described were struck off to:

**Suzette Morgan
417 S Maxey
Sherman, TX 75090**

for the sum of **\$16,500.00**, Suzette Morgan being the highest bidder(s), and that being the highest bid for the same, NOW, THEREFORE, in consideration of the premises aforesaid, and of the payment of the aforesaid sum, the receipt of which is hereby acknowledged, I as Sheriff aforesaid, have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto the said grantee(s) all of the estate, right, title, and interest which the Defendants in such suit had on the date said judgment was rendered or at any time afterwards, in and to the following described land and premises, as described in the Order of Sale, viz:

PROPERTY DESCRIPTION

The South 87.50 feet by 90.00 feet, containing 0.18 acre, more or less, out of Lot 5, Block 17, B. H. Moore's Heirs Addition, an addition to the City of Sherman, Grayson County, Texas, as described in Volume 1577, Page 517, Official Public Records of Grayson County, Texas.

TO HAVE AND TO HOLD the above described premises unto the said grantee(s), heirs and assigns forever, as fully and absolute as I, as Sheriff aforesaid, can convey by virtue of said Order of Sale;

Subject, however to the owner's right to redeem the same in the manner and within the time prescribed by Section 34.21 of the Property Tax Code of the State of Texas.

This conveyance is made expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF, I have hereunto set my hand this the 11 day of August, 2017.

Thomas E. Watt

Sheriff Tom Watt
Grayson County, Texas

D. Bowling

By: Deputy Donald Bowling

STATE OF TEXAS

X

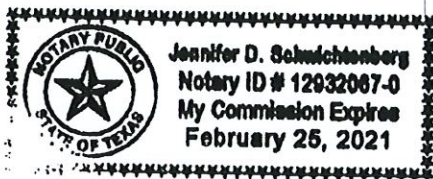
X

GRAYSON COUNTY

X

Before me, the undersigned authority, on this day personally appeared Deputy Donald Bowling, of Grayson County, Texas, 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, consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11th DAY OF August, 2017.



Jennifer D. Schwichtenberg
Printed Name: Jennifer D. Schwichtenberg
Notary Public, State of Texas
My Commission Expires: 2/25/2021

After recording return to:

Suzette Morgan
417 S Maxey
Sherman, TX 75090



CITY OF SHERMAN
New Residential Building Permit
#20-001903 | Issued on: 08/04/2020 at 3:54 PM

ADDRESS 425 W HESTER St Sherman, TX	PERMIT HOLDER GUTIERREZ PAINTING & REMODELING RICHARDO RAMIREZ GUTIERREZ REZ (903) 357-3202	COLLABORATORS • ROBERT'S HEATING AND AIR LLC ROBERT FULLER (903) 463-2634 • SAM ROY BLACKBURN BLACKBURN PLUMBING LLC (817) 239-9294
--	--	--

INFORMATION FIELDS

Subcontractor	GUTIERREZ PAINTING & REMODELING	Square Feet	2250
		Bedrooms	3
Number of Stories	1	Bathrooms	2
Type of Construction List	Wood Frame	Number of Acres	0.5
Off Street Parking	2	Garage Parking	2
Sewer Disposal	Public Sewer	Tax Abatement	Yes
Heating	Electric	Water Supply	Public
Proposed Use	SINGLE FAMILY RESIDENTIAL	Permit Certification	Yes
Firm Name	GUTIERREZ PAINTING & REMODELING	Former Use	NONE

FEE	TOTAL	PAID	DUE
Storm Water Fee	\$ 25.00	\$ 25.00	\$ 25.00
TOTALS	\$ 25.00	\$ 25.00	\$ 0.00

NOTES

SINGLE FAMILY RESIDENTIAL

NOTICE

This permit becomes null and void if work or constructions 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.

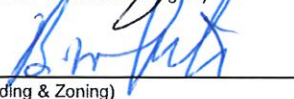
I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.


(Signature of Contractor or Authorized Agent)

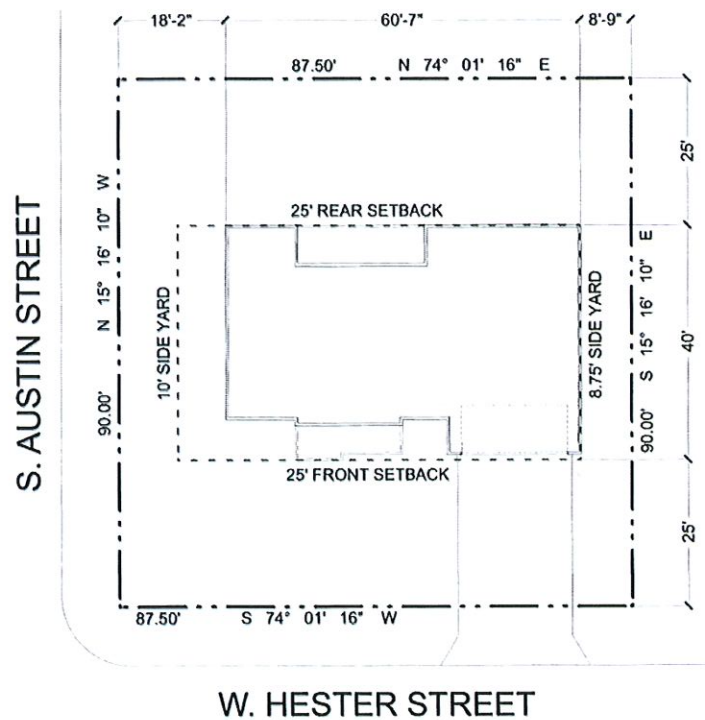
8/14/20
Date


(Approved By) Flood Plain Administrator


Date


(Approved By) Building & Zoning

9/29/20
Date



SITE PLAN

SCALE: 1" = 10'-0"



W. HESTER STREET
LOT 5/BLOCK 17
SHERMAN, TEXAS
GRAYSON COUNTY

NO.	REVISION	DATE	BY	DESCRIPTION
1	ISSUED FOR PERMIT	7/24/2020	NES	PERMIT
2	REVISION			
3	REVISION			
4	REVISION			
5	REVISION			
6	REVISION			
7	REVISION			
8	REVISION			
9	REVISION			
10	REVISION			

A New House For
SUZETTE MORGAN
425 W. Hester
Sherman, Texas

DRAWINGS PROVIDED BY:
NES DRAFTING AND DESIGN
303 W. HOUSTON
SHERMAN, TEXAS 75090
903.892.5520

DATE:

7/24/2020

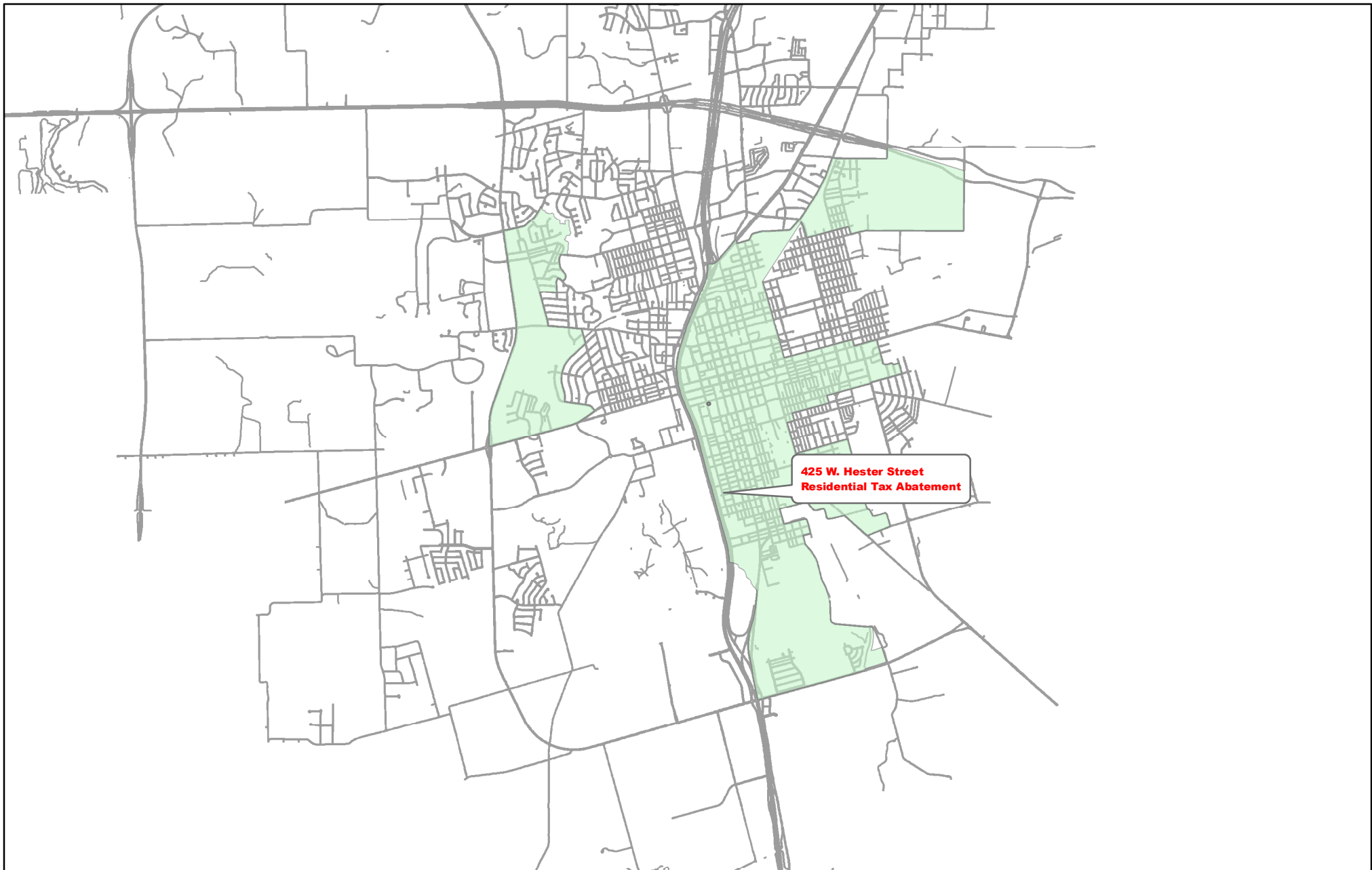
SCALE:

SHEET:

A-3

425 West Hester Street





425 West Hester Street Residential Tax Abatement



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 inch = 6,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 7.

Meeting Date: 10/05/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6663**

Authorizing the Acceptance of the Resignation of the Current City Attorney pursuant to Article IV, Section 5 of the City Charter; and Authorizing Acceptance of a Separation Agreement between the City of Sherman and Brandon Shelby of Shelby Law, PLLC

Issue:

To accept City Attorney Brandon Shelby's resignation and authorize approval of a Separation Agreement

Background:

The City Charter, at Article IV, "Administrative Departments", Section 5, "Legal Officer", provides for the appointment and removal of the City Attorney. City Attorney Brandon Shelby has resigned his position effective Monday, October 5, 2020.

Section 5. Legal officer.

From among nominations made by the city manager, the city council shall appoint an attorney currently admitted to practice law before the State Supreme Court, who is not the subject of any ongoing disciplinary investigation or trial, and who possesses the necessary legal transactional and trial training, experience and ability to successfully represent the city in all matters. The city council may contract with the city attorney. The city attorney shall serve at the will of the city council and may be removed by a majority vote of all members of the council. The city attorney shall perform such services as the council or the city manager may direct and shall be responsible and report directly to the city manager and shall timely coordinate with and inform the city manager of all activities of the office. The city attorney shall serve as the parliamentarian for all city council meetings. The city attorney shall be the legal advisor of and attorney for the city, the city council or any member of the council, and all of the officers and departments of the city, in the matters affecting the conduct of city business, and shall represent the city in all legal proceedings, assist in all civil service disciplinary matters and internal affairs investigations, and may, with the approval of the city manager, assign work to specialized outside legal counsel as the need may arise. The city attorney shall aid the city council in any investigations it may conduct. Before the city shall act as a plaintiff or petitioner in any suit and during the defense of any suit, the city attorney shall investigate the facts and legal issues involved and report the findings, conclusions and recommendations to the city council, provided the time to conduct such a process would not cause irreparable harm to the city. The city attorney shall always act in accordance with the promulgated rules, regulations and ethics of the State Bar of Texas.

There may be such assistant city attorneys as may be authorized by the council and appointed by the city attorney with the approval of the city manager, and such assistant city attorneys shall be authorized to act for and on behalf of the city attorney.

Origination:

City Manager Robby Hefton

Financial Consideration:

The Separation Agreement contains the terms and conditions of Brandon's separation from engagement and employment with the City.

Staff Recommendation:

Staff recommends the City Council accept the current City Attorney's resignation and and authorize acceptance of the Separation Agreement with Brandon Shelby of Shelby Law, PLLC.

Alternatives:

As directed by Council

Attachments

Resolution No. 6663

RESOLUTION NO. 6663

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF THE RESIGNATION OF THE CURRENT CITY ATTORNEY PURSUANT TO ARTICLE IV, SECTION 5 OF THE CITY CHARTER; AND AUTHORIZING ACCEPTANCE OF A SEPARATION AGREEMENT BETWEEN THE CITY OF SHERMAN AND BRANDON SHELBY OF SHELBY LAW, PLLC; 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, pursuant to Article IV, Section 5 of the City Charter, the City Council hereby accepts the resignation of Brandon Shelby of Shelby Law, PLLC as City Attorney.

SECTION 2. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to accept the Separation Agreement between the City of Sherman and Brandon Shelby of Shelby Law, PLLC, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
NAME: _____
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 1.

Meeting Date: 10/05/2020

Prepared By: Sarah McRae, Tourism/Main Street Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of St. Mary's Catholic School to Temporarily Close Certain Streets for the "Run Run Rudolph 5K and Family Fun Run/Walk" on Saturday, December 5, 2020

Issue:

St. Mary's Catholic School is planning to hold its 10th Annual "Run Run Rudolph 5K and Family Fun Run/Walk" on Saturday, December 5th as part of their fundraising campaign and is requesting the City of Sherman's assistance with traffic control along the route.

Background:

The event will begin with the Fun Run at 8:45 a.m. and the 5K to start at 9:15 a.m., and will follow the route outlined on the attached map. The event will require barricade placement and removal as well as police officers to maintain safety at certain points along the route.

Origination:

Donnette Diehl, RRR5K Race Director, St. Mary's Catholic School

Financial Consideration:

Barricade placement and removal and police support provided by the City

Staff Recommendation:

It is recommended that the City Council approve this request and authorize the necessary assistance to accommodate the event.

Alternatives:

As directed by the Council

Attachments

Run Run Rudolph Request Letter 2020

Run Run Rudolph Map 2020

Run Run Rudolph Special Event Packet



September 22, 2020

Robby Hefton
City of Sherman
220 West Mulberry Street
Sherman, TX 75090-5832

Dear Mr. Hefton,

We are requesting to hold the 10th Annual St. Mary's Run Run Rudolph 5K and Family Fun Run/Walk on Saturday, December 5, 2020. We are estimating 400 runners to participate and respectfully request traffic support as well as cones to be placed along the 5K route. The Fun Run starts at 8:45 a.m. and the 5K starts at 9:15 a.m. and our route will begin and end at 713 South Travis at the St. Mary's Catholic School parking lot (course map attached).

We hold events such as these to help offset tuition costs so that we can offer an affordable Christian Education for all families who desire this for their children. I sincerely appreciate your consideration of this event. If you have any questions, please feel free to contact me at (903) 436-5502.

Sincerely,

Donnette Diehl
RRR5K Race Director
ddiehl@stmarys-sch.org

Map data ©2015 Google

St Mary's Parish Center

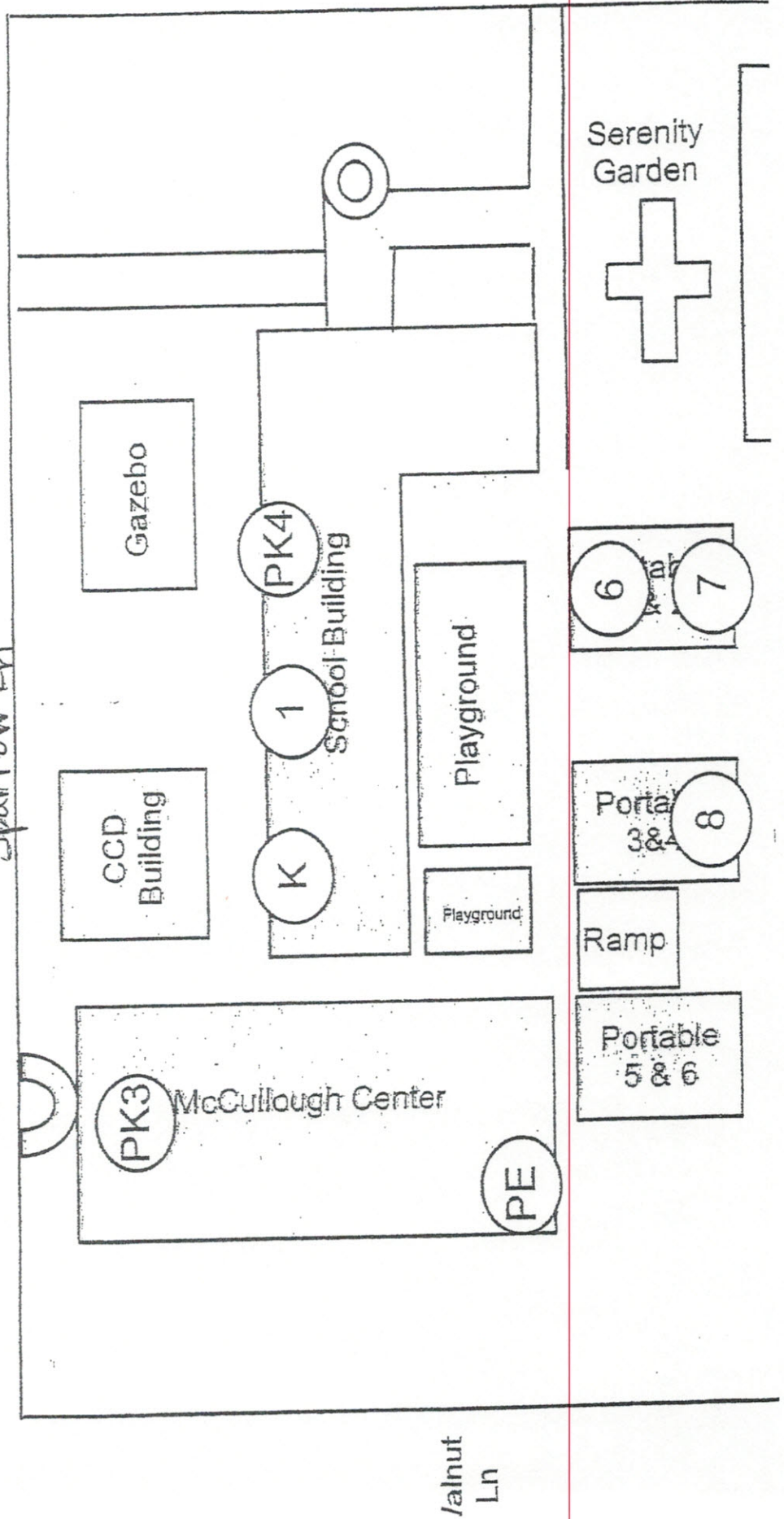
Start/Finish

Columbus

dumpster
port-a-potties

SMS Parking Lot

Sparrow Ln





Special Event Application

This agreement is between the City of Sherman, hereinafter referred to as City, and an event/event coordinator, hereinafter referred to as event, for the cooperation of planning and operating a Special Event.

City reserves the right to close down or cancel any Event that is in violation of any City Ordinance or deviation from this agreement. The City also reserves the right to close down or cancel the Event if public safety or affected department supervisors deem the event unsafe for public participation.

- Application must be submitted at least 60 days prior to the event date.
- The Event must carry property, bodily injury and municipal liability insurance of \$1,000,000.00 per occurrence. The City of Sherman must be shown as an additional named insured on the insurance declaration. One (1) original copy of insurance must be submitted 30 days prior to event date.
- Alcohol distribution or consumption in any City Park and/or street is prohibited, unless approval is granted by motion and order by the City Council. A special event permit for alcohol on private property in conjunction with a Sherman private club may be permitted with a T.A.B.C license. Certain city-owned properties may allow for the consumption of alcohol.
- Please provide all information pertaining to the event as accurately as possible.

General Event Information

Official Name of Event: St. Mary's Run Run Rudolph 5K + Family Fun Run

Type of Event: (i.e. Carnival, Circus, 1 Mile/5 K Run, etc.) 1 mile / 5K Run

Event Date: December 5, 2020 Event Times: 1 mile @ 8:45 am
5K @ 9:15 am

Alternate Date: N/A Event Times: _____

*Alternate date required in case of weather delays We will not reschedule if event is cancelled due to weather.

Location of Event: St. Mary's Catholic School 713 S. Travis St. Sherman, TX

Event Contact Name: Melissa Sandoral

Event Contact Address: See above

Event Contact Phone: 903-421-6270

Event Contact Email: msandoral@stmarys-sch.org

Alternate Event Contact Name: Donnette Diehl

Alternate Event Contact Address: Same as above

Alternate Event Contact Phone: 903-436-5502

Alternate Event Contact Email: ddiehl@stmarys-sch.org

Event Day Emergency Contact: Danny Ledbetter Phone: 214-507-2825

Event Day Emergency Contact: Chris Demond Phone: 903-818-6989

Estimated # of Participants: 400 Spectators: 100

Is Event Private or Open to the Public? ☐ Private Event ☒ Public Event

Description of Event

Include background/history of this event or type of event and a timeline of event. Maps and site plans are required; site plans should include location of concessions, port-a-lets and dumpsters; description of routes to be used, severe weather emergency plan, etc. Clean-up deposit may be required.

10th Annual
* See attached

Public Services

Will event take place at a public park/facility? ☐ Yes ☒ No

If yes, which park/facility? _____

*Park and/or facility reservation(s) required prior to completing this application.

Will you need any public street closures? ☒ Yes ☐ No

If Yes, which streets? Sparrow Lane

*Closure of TxDOT controlled streets will need prior approval by TxDOT.

*Police and Fire vehicles must have access through street closures if the need arises.

Street closure time: 7:45 am Time closure removed: 10:30 am

*Barricades will be provided by the City for the listed street closures. Fees may be required for additional barricade requests.

Where are the parking areas located: (Include on site plan) Behind St. Anne's Catholic Church 728 S. Travis St. Sherman, TX 75090

Does your event require special/additional support? (Fee may be required)

☒ Police
(crowd control, traffic control, etc.)
If yes, contact Jarena Capps, Police
Department, 903-892-7397

☐ Fire Department
(EMT Support, etc.)
If yes, contact Chief Jones, Fire
Department, 903-892-7263

☐ Other
(provide detail)

If any special/additional support is checked above it is the responsibility of the event coordinator to contact the person listed above, prior to approval. If no contact is made by the event coordinator, the approval process for your special event will cease.

Number of trash containers and size requested over and above the current level: None

*Per city ordinance, all solid waste services must be provided by the city. Additional fees are possible for solid waste services.

Concessions

Will food concessions be present at the event? ____ Yes ☒ No

Name, Address & Phone Number for Food Vendors: N/A

*All food vendors are required to have the appropriate permits required by the city or the county.

Fire Prevention

Will you have any tents at the event? ____ Yes ☒ No

Will any tents be over 200sq. ft.? ____ Yes ☒ No

*No smoking signs and 5lb. ABC extinguishers are required in all tents over 200sq. ft.

Will any tents be enclosed? ____ Yes ☒ No

*A permit (\$50.00 fee) must be obtained from the Developmental Services Department for enclosed tents.

*A flame certificate for the tent and a site plan showing the setback from the property lines will be required to obtain this permit.

Will you have bounce houses? ____ Yes ☒ No Number: _____

Will you have other air supported structures? ☒ Yes ____ No finish line Arch

Will there be fireworks? ____ Yes ☒ No

Will there be any temporary structures built or placed on site? ____ Yes ☒ No

If Yes, describe: N/A

Miscellaneous

Will you need the use of city water and/or electricity? ____ Yes ☒ No

*Additional fees will apply to the usage of city utilities

Where will restroom facilities be located? Inside school and 2 portalets
in school parking lot near start/finish line

*Depending on accessibility of restroom facilities, city may require portable toilets to be used

Will there be music or any other use of a loudspeaker? ☒ Yes ☐ No

If Yes, please fill out the following:

Type of loudspeakers: ? How many: 2

Type of Amplifiers: N/A How many:

Type of electrical devices: N/A How many:

Date and time loudspeakers/amplifiers/electrical devices will be in use:

*Loudspeakers/Amplifiers/Electrical Devices cannot be used during the hours of 9pm to 8am

Will you have any animals at the event? ☒ Yes ☐ No

If yes, are any prohibited/regulated animals? No

*All pet owners must abide by Grayson County leash law

Public Information

Describe signage that will be used for the event, to include placement of signs: Posters and brochures will be placed around town to promote event. They will be placed in local health clubs and businesses.

Describe how you will notify residents affected by the event either living on the route/course or nearby. Banners at St. Mary's School promoting the event

*Proof of notification may be required

Overnight Accommodation Needs

Will event produce overnight stays in Sherman hotels, motels or bed and breakfasts? If so, how many rooms potentially? N/A

* The Sherman Chamber of Commerce is available for assistance with hotel information and accommodation needs for the event.

Agreement:

Initial DD I hereby attest that the information contained in this application is true and correct. I understand that this is only an application and not a guarantee that a permit will be issued. If a permit is issued, I agree that: (1) if any of the information contained in this application is found to be false: or (2) should my conduct, or the conduct of any participants or guests, not adhere to the Special Event Policies and Procedures: or (3) should any applicable city, county, state or federal rules, regulations, codes or laws be violated, any permit issued shall automatically become null and void and any activity associated with this permit will immediately cease.

Initial DD Applicant agrees to assume the defense of and indemnify and save harmless the City, its council members, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such temporary street closure and the activities permitted in connection therewith. The city may require, as a condition of issuance of a permit, that the applicant obtain insurance to serve this end, in such an amount and with such terms as the City determines to be appropriate under the circumstances. This shall be a continuing release and shall remain in effect until revoked in writing.

Initial DD In case of emergency or for reasons beyond the City's control, the City reserves the right to cancel the permit prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary.

Initial DD Alcohol must be confined to private property. Alcohol consumed on Public property is a violation of city Ordinance and is prohibited.

Signature:

I the undersigned representative have read the policies and procedures with reference to this application. The information contained herein is complete and accurate.

Donette Dill
Signature

9-15-20
Date



**Special Event
Date Request Form**

Name of Event:	2020 St. Mary's Run Run Rudolph 5K + Family Fun Run
Type of Event (i.e. Carnival, Circus, Festival, 1 Mile/5 K Run, etc.):	1 mile + 5K Run
Location of Event:	713 S. Travis St. Sherman, TX 75090
Date of Event:	December 5, 2020
Event Contact Name:	Melissa Sandoval or Donnette Diehl
Event Contact Address:	713 S. Travis St. Sherman, TX 75090
Event Contact Phone:	903-421-6270 903-436-5502
Event Contact Email:	msandoval@stmarys-sch.org ddiehl@stmarys-sch.org

Completion and approval of the Special Event Date Request Form does not guarantee event approval. The Community and Support Services Department must receive the completed Special Event Application 60 days prior to the event date. If the application is not received the date will be released 60 days prior to the event.

Requester Signature:	Donnette Diehl	Date:	9-15-20
----------------------	----------------	-------	---------

*Office Use Only
Date Request Received:
Event Date Hold Approved: YES NO
If NO, reason:
Date 60 Days Prior to the Event Date:
Date Special Event Application Received:
Requested Event Date Released: YES NO Date:
Community and Support Services Department Signature:



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 10/05/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2020 Council Calendar

2020

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

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

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

APRIL						
S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
S	M	T	W	T	F	S
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	T	F	S
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5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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

OCTOBER						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	T	F	S
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20	21	22	23	24	25	26
27	28	29	30	31		

1/20/2020	Martin Luther King, Jr. Day/Called City Council Meeting on 1/21/2020
2/12/2020	Called Council Meeting - Training Session for Council Members
3/30/2020	Called Council Meeting - Intro and PH of Ordinance No. 6288, Extending Declaration of Public Health Disaster Indefinitely and Other Matters related to COVID-19
4/6/2020	City Council Meeting - Cancelled
6/25/2020	Called Budget Workshop in the Municipal Ballroom - Rescheduled
6/26/2020	Called Budget Workshop in the Municipal Ballroom - Rescheduled
9/7/2020	Labor Day/Called City Council Meeting on 9/8/2020

9/11/2020	Called Joint Meeting of City Council and SEDCO Board in the Sherman Municipal Ballroom