

CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, SEPTEMBER 19, 2011
5:00 P.M.

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY COUNCIL MEMBER PAMELA L. HOWETH](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL CALLED MEETING OF SEPTEMBER 6, 2011](#)

Proclamation

- A.5 [PROCLAMATION](#)
“National Night Out - Texas” – October 4, 2011

Public Hearing

- B.1 [PUBLIC HEARING](#)
Conduct the First Public Hearing Concerning the Annexation of Approximately One Thousand Feet (1,000') on Both Sides of U.S. Highway 82 and S.H. 289 in the City of Sherman's Extra Territorial Jurisdiction
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5722](#)
Amending Chapter 13 of the Code of Ordinances, entitled “Utilities”, at Article 13.08, entitled “Utility Billing”, at Sections 13.08.005 and 13.08.006, Revising Rates for Water and Sewer for Fiscal Year 2011-2012

Close Public Hearing and Consider Adoption of Ordinances

- B.3 [ADOPTION OF ORDINANCES](#)
Consider Adoption of Ordinance Number: 5722
- B.4 [CONSENT AGENDA](#)
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

C.1 [RESOLUTION NO. 5611](#)

Amending the 2010-2011 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2010, through September 30, 2011

C.2 [RESOLUTION NO. 5612](#)

Adopting a Fund Balance Policy for the City of Sherman as Required by GASB 54; Providing an Effective Date

C.3 [* RESOLUTION NO. 5613](#)

Adopting an Investment Policy for the City of Sherman

C.4 [* RESOLUTION NO. 5614](#)

Authorizing the Execution of Deeds for the Resale of Properties Seized for Delinquent Taxes

C.5 [* RESOLUTION NO. 5615](#)

Accepting the Contract with TNT's Pipeline Corporation as Complete for Construction of the Sherman Highway 75 North Sewer Contract "C"

Change Orders

D.1 [* CHANGE ORDER NO. 1](#)

Sherman Highway 75 North Sewer Contract "C"; TNT's Pipeline Corporation; \$7,100.00 Decrease

D.2 [* CHANGE ORDER NO. 1](#)

Travis Street HMAC Mill and Overlay Project; R. K. Hall Construction Ltd.; \$2,027.22 Decrease

Other Business

D.3 [OTHER BUSINESS](#)

Receive Mr. Casey Smith's Presentation on Transportation EXcellence for the 21st Century ("TEX-21") and the US 75 Corridor; Consider Invitation to Participate in the TEX-21 US 75 Corridor Task Force

D.4 [CITIZEN REQUESTS](#)

D.5 [MEDIA QUESTIONS](#)

D.6 [COUNCIL COMMENTS](#)

D.7 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Pamela L. Howeth, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER PAMELA L. HOWETH



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL CALLED MEETING OF SEPTEMBER 6, 2011

STATE OF TEXAS

§

September 6, 2011

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Called 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 6, 2011.

MEMBERS PRESENT: MAYOR BILL MAGERS; DEPUTY MAYOR WILLIE STEELE.
COUNCIL MEMBERS ADAMI, HOWETH, SMITH, SOFTLY,
WACKER.

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of August 15, 2011. Council Member Wacker moved to approve the Minutes as presented; Second by Council Member Howeth. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

PUBLIC HEARING

Mayor Magers called for a public hearing on the Capital Improvement Program for 2011-2016:

Total funding for the 2011-2016 CIP is \$30,206,000. Of that amount, \$15,758,000 is designated for General Fund projects and \$14,448,000 is designated for Utility Fund projects.

CIP PROGRAM

No citizens appeared before the City Council to discuss the 2011-2016 Capital Improvement Program.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5718 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2011; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A REPEALER.

ORD 5718
LEVY OF
AD VALOREM
TAXES

No citizens appeared before the City Council to discuss Ordinance 5718.

Mayor Magers introduced Ordinance 5719 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE

ORD 5719
ZONE CHANGE
FOR BANK
(4600 W. HOUSTON)

NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 4600 WEST HOUSTON STREET (FIRST NATIONAL BANK OF TOM BEAN, OWNERS; RONNIE BRIDGES, REPRESENTATIVE); PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5719.

Mayor Magers introduced Ordinance 5720 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 820 NORTH SAM RAYBURN FREEWAY (CONCORD VILLAGE APARTMENTS, OWNER; LISA HANKEY, REPRESENTATIVE; GARY ROLAND, DRAFTSMAN; UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS); PROVIDING FOR A REPEALER.

ORD 5720
ZONE CHANGE
FOR APARTMENTS
(820 N. SAM RAYBURN)

Linda Boyle, 917 N. Woods

Ms. Boyle distributed a handout in opposition to the proposed zone change at 820 N. Sam Rayburn Freeway. She felt the zone change would greatly impact the residences that surround the apartments.

She explained that currently her backyard is adjacent to the proposed construction. The area is heavily wooded and she understood it was owned by the railroad company.

The proposed structure would be a two-story building with the side of the building facing Ms. Boyle's backyard and the parking stalls against her fence. When anyone parks their vehicle, she will hear engine noise and see the headlights. Any lighting in the parking area will also illuminate her backyard.

Ms. Boyle said the current buildings have balconies and even though the side of the building will face her backyard, there will be a balcony at the end, which will make it very easy for anyone at the apartments to peer into the neighbor's backyards.

Ms. Boyle said a very tall fence would be needed to keep the solitude of her backyard. She felt this was a huge invasion of privacy and she asked Council Members not to approve the requested zone change.

Reid Wightman, 927 N. Woods

Mr. Wightman appeared representing himself and his neighbors Colin and Renee Daly, owner of 921 N. Woods Street. He distributed a handout in opposition to the proposed zone change.

He felt the proposed zone change would adversely impact the privacy of their backyard. The design of the proposed building will result in four balconies looking into the Daly's backyard. At each corner there will be two bright pink street lamps which will flood the backyard with light.

He added that the Daly's have been most concerned about property values, but they are also concerned about the neighborhood. Even though there are many rental properties in the neighborhood, almost all are single-family dwellings or duplexes. They all look like homes.

Mr. Wightman said Concord Village is set far back from Woods Street and has never been obtrusive in any way. But this zone change would make it intrusive and would change the character of the apartments. He added that the Daly's side yard is adjacent to the property line. Mr. Wightman said the neighbors are concerned about property values.

In addition, Mr. Wightman said Linda Hankey, representative for Concord Village Apartments, has attempted to purchase the property at 921 N. Woods, from the Daly's for \$30,000 less than the asking price. The realtor said she had represented herself as a citizen of Durant, Oklahoma, purchasing the property as a residence for her daughter.

Mr. Wightman asked that the Council Members not approve the request for a zone change at Concord Village Apartments and therefore preserve the quality of life of the neighborhood.

No other citizens appeared before the City Council to discuss Ordinance 5720.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5718

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2011; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A REPEALER.

**ORD 5718
LEVY OF
AD VALOREM
TAXES**

Mayor Magers said the City Council has proposed to keep the property tax rate at \$0.32 per \$100 valuation, which is a 20% reduction from four years ago.

This year's November Election will include a Sales Tax Initiative that is designed to keep the property taxes at \$0.32 per \$100 valuation. The Sales Tax Initiative basically is a \$1 million revenue that the Council encouraged all citizens to support. The initiative will substitute sales tax dollars for property tax dollars to fund streets.

He added that, this year, the City's actual revenue is declining because property values have declined. The Council has the ability to raise property taxes back up to a level that would keep the City "flush." They have decided not to do that, but have decided to trust the voters to support the initiative.

The Council wants to be fiduciary with the tax dollars and believes funding streets with sales tax is a better alternative.

ACTION TAKEN.

Motion by Council Member Adami to approve Ordinance No. 5718, as presented. Second by Council Member Smith.

VOTING AYE: Magers, Adami, Howeth, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 5719

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 4600 WEST HOUSTON STREET (FIRST NATIONAL BANK OF TOM BEAN, OWNERS; RONNIE BRIDGES, REPRESENTATIVE); PROVIDING FOR A REPEALER.

ORD 5719

**ZONE CHANGE
FOR BANK
(4600 W. HOUSTON)**

ACTION TAKEN.

Motion by Council Member Adami to approve Ordinance No. 5719, as presented. Second by Council Member Smith.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 5720

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 820 NORTH SAM RAYBURN FREEWAY (CONCORD VILLAGE APARTMENTS, OWNER; LISA HANKEY, REPRESENTATIVE; GARY ROLAND, DRAFTSMAN; UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS); PROVIDING FOR A REPEALER.

ORD 5720

**ZONE CHANGE
FOR APARTMENTS
(820 N. SAM RAYBURN)
(DENIED)**

Council Member Smith expressed his concern about the requested zone change and said he would not want that built in his backyard. He said the Master Plan designates the area as "auto-urban, single-family residential." Scott Shadden, Director of Development Services, explained that designation is single-family with high density, with sidewalks and smaller lots. Council Member Smith verified that it does not designate this area as multi-family.

Council Member Smith said he opposed the proposed zone change and felt the City should follow the Master Plan.

Council Member Wacker agreed with Council Member Smith adding that she lived in that neighborhood for 19 years and she said the unique character of that area has a great deal of value. It has a great atmosphere and is a safe place for children.

Mayor Magers said normally duplexes are used to transition from single-family homes to multi-family homes. If apartments are built on this property as proposed, there would be no buffer between the multi-family and the single-family residences.

Deputy Mayor Steele asked if the fence that was there now was sufficient for the zone change. Mr. Shadden said representatives of Concord Village asked for a variance for a six foot wooden fence in lieu of the masonry requirements on the new lot, but the Board of Adjustments denied the request. Therefore they would be required to use a masonry fence on the new lot. Deputy Mayor Steele confirmed that the fence would need to be six foot tall, but would not be any protection for the second floor.

Deputy Mayor Steele confirmed that the required number of parking spaces are there. Mayor Magers confirmed that there would be no windows on the west side and the north side would have balconies. Council Member Howeth was concerned about the balconies looking down into the neighbor's yards and their loss of privacy.

Mayor Magers asked if there was no motion for this ordinance or if it died for lack of a second, does that mean it would not be approved. Brandon Shelby, City Attorney, said yes, it is the same result. Mayor Magers confirmed that if the motion is denied, then they can't reapply for a year. Mr. Shelby verified that the same rules would apply if the motion died for lack of a second or if it was denied.

ACTION TAKEN.

Motion by Council Member Smith to deny Ordinance No. 5720. Second by Council Member Wacker.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED TO DENY.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Mayor Magers removed Item D-3 entitled "Final Plat Approval of Concord Village Apartments Addition; being 3.647 acres in the J.B. McAnair Survey, Abstract No. 763; Concord Village Apartments, owner; Lisa Hankey, representative; Gary Roland, draftsman; Underwood Drafting and Surveying, surveyors (820 N. Sam Rayburn Freeway)" from the Consent Agenda for consideration in its regular order of business.

CONSENT AGENDA

Deputy Mayor Steele moved to approve the Consent Agenda, with the exception of Item D-3 which will be considered in its regular order of business. Second by Council Member Adami. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5605 – APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SHERMAN, TEXAS; PROVIDING FOR AN EFFECTIVE DATE.

RES 5605
CIP PROGRAM

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 5605, as presented. Second by Council Member Adami.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5606 – AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR A TRANSPORTATION ENHANCEMENT PROJECT (DOWNTOWN SHERMAN STREETSCAPE PROJECT)

RES 5606
DOWNTOWN
STREETSCAPE
PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR A TRANSPORTATION ENHANCEMENT PROJECT (DOWNTOWN SHERMAN STREETSCAPE PROJECT).

Don Keene, Director of Public Works, explained that the advance funding agreement with the Texas Department of Transportation was for the Downtown Streetscape Project. The mill and overlay of Travis Street from Washington Street to Jones Street is complete, with the exception of the one block on the square which will be part of the Streetscape Project.

After much discussion, TxDOT has agreed to allow the City to include the downtown square within the scope of the Streetscape Transportation Enhancement Project. TxDOT will fund 80% of that project, which will result in a large savings to the City. He presented a rendering of the new scope of the project, which will include work around the square, sidewalk construction and repair along Houston and Lamar Streets, work on the parking lot on Lamar Street, and the planting of some trees for beautification.

Part of the original intent of TxDOT's Enhancement Project was the connectivity between the square and U.S. Hwy 75. The sidewalks, trees, and improvements to the parking lot on Houston and Lamar Streets should satisfy this intent of the original project.

The advance funding agreement is necessary to acquire the TxDOT funding which will be the City's cue to submit the detailed plans and the historical and environmental documentation that will need to be approved.

The total cost estimate of the project is \$540,000. TxDOT's 80% portion and the City's 20% portion will be \$442,000. However there is another \$100,000 worth of work, which includes the mill and overlay of that one block of Travis Street, restriping and resurfacing around the square, and signage and signal work, which are not included in the TxDOT match. The City will ultimately pay their 20% match and approximately \$100,000 for the additional work.

Mr. Keene said compiling the historical and environmental documentation and reviewing the detailed plans should take approximately three to four months. Construction start-up should be in the Spring of 2012.

Mayor Magers said originally TxDOT made money available through Austin. There were two projects, one in Sherman and one in Pottsboro. The local Metropolitan Planning Organization was asked to vote on which project they felt was the better project. The Sherman project won the vote.

He added that the TxDOT money is "hard to come by" and a lot of work went into modifying the project to fit into TxDOT's requirements.

Chris Schmitt, Professional Engineer with Teague, Nall and Perkins, presented the scope of the project. There are three major components of the project. The first component is the sidewalk improvement extensions from Hwy 75 to the square, which includes some trees, landscaping, sidewalks, and driveways.

The second component includes the landscape and pedestrian plazas around the square. These islands will extend into the pavement at the crosswalks and will increase pedestrian safety. Each intersection will also receive new trees in the island and the ones around the square will actually have some grass too.

The third component will be the enhancement and improvement of parking around the square. On Houston and Lamar Street there is currently parallel parking and a wide boulevard. A switch to angle parking will increase the number of parking spaces on the north and south sides of the Courthouse by approximately twelve spaces.

The fourth component will be the traffic circulation around the square. Traffic will be one-way around the square which will force vehicles around the square and should improve the traffic flow.

Council Member Adami confirmed that Travis and Crockett Streets will be one-way for the block around the square. He asked what signage would be erected to advise drivers. Mr. Schmitt said the public would be educated and the changes would be clearly labeled. There has also been discussions with TxDOT about possibly switching to light shades that have a directional arrow to alert traffic to the directions they can travel. There would also be new striping on the ground.

Council Member Wacker asked if this would be the same configuration as the square in McKinney. Mr. Schmitt said McKinney is very similar to this configuration.

Mayor Magers reiterated that the project would landscape downtown and add parking spaces, would be done under a balanced budget, and would not increase taxes.

Council Member Adami felt it was a good plan, but asked that additional signage be considered. Mr. Schmitt said they will coordinate with TxDOT to make sure it meets their requirements and if additional signs are needed they will work with the staff to get those in place.

Deputy Mayor Steele asked if the trees would be sticking out into the road. Council Member Wacker verified that most of the trees for the pedestrian islands would be purchased through Downtown Sherman Preservation and Revitalization's program to collect funds for the trees.

Mayor Magers thanked Mr. King and Mr. Schmitt for their hard work on the project.

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution No. 5606, as presented. Second by Council Member Softly.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5607 – AUTHORIZING THE EXECUTION OF A DEED FOR THE RESALE OF ONE TRACT OF LAND AND ITS IMPROVEMENTS LOCATED AT 802 NORTH GRANT DRIVE WITHIN THE SHERMAN CITY LIMITS SEIZED FOR DELINQUENT TAXES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A DEED FOR THE RESALE OF ONE TRACT OF LAND AND ITS IMPROVEMENTS LOCATED AT 802 NORTH GRANT DRIVE WITHIN THE SHERMAN CITY LIMITS SEIZED FOR DELINQUENT TAXES.
CONSENT AGENDA.

RES 5607
SALE OF LAND FOR
DELINQUENT TAXES
(802 N. GRANT)

RESOLUTION NO. 5608 – AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THE SHERMAN HOUSING AUTHORITY, THE TEXOMA AREA PARATRANSIT SYSTEM, INC., THE GRAYSON COUNTY CRISIS CENTER, THE BOYS & GIRLS CLUB OF SHERMAN, INC., THE CHILD & FAMILY GUIDANCE CENTER OF TEXOMA, THE CITY OF SHERMAN PARKS & RECREATION DEPARTMENT, AND THE MASTERKEY MINISTRIES OF GRAYSON COUNTY, INC. FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

**RES 5608
CDBG FUNDS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THE SHERMAN HOUSING AUTHORITY, THE TEXOMA AREA PARATRANSIT SYSTEM, INC., THE GRAYSON COUNTY CRISIS CENTER, THE BOYS & GIRLS CLUB OF SHERMAN, INC., THE CHILD & FAMILY GUIDANCE CENTER OF TEXOMA, THE CITY OF SHERMAN PARKS & RECREATION DEPARTMENT, AND THE MASTERKEY MINISTRIES OF GRAYSON COUNTY, INC. FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.
CONSENT AGENDA.

RESOLUTION NO. 5609 – AUTHORIZING THE LEASE OF AN ANNUAL SUPPLY OF UNIFORMS FOR VARIOUS CITY DEPARTMENTS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

**RES 5609
ANNUAL SUPPLY
OF UNIFORMS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE LEASE OF AN ANNUAL SUPPLY OF UNIFORMS FOR VARIOUS CITY DEPARTMENTS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RESOLUTION NO. 5610 – AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION CONTRACT BETWEEN THE CITY OF SHERMAN AND THE NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL (NCTTRAC) FOR PARTICIPATION IN AN AMBUS PROJECT

**RES 5610
AMBUS – MASS
CASUALTY
RESPONSE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION CONTRACT BETWEEN THE CITY OF SHERMAN AND THE NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL (NCTTRAC) FOR PARTICIPATION IN AN AMBUS PROJECT.

Jeff Jones, Fire Chief, presented information on a contract with the North Central Texas Trauma Regional Advisory Council for the purchase of an Ambus. He explained that after several of the recent hurricanes, the State of Texas, the Texas Department of State Health Services, local emergency management officials, and local hospitals began to meet to determine a better way to evacuate the public and respond to local and regional disasters.

A response to this need was an Emergency Medical Task Force that would locate assets within regions that could respond either through mutual aid or by State request. These assets would not be owned by the State, but would be controlled locally.

Part of that plan included air ambulances, however those are limited in what they can do during patient transport. Another resource of the ground ambulance is both mobile intensive care units and basic ambulances that can transport one or two patients at a time. As has been seen in recent emergencies, many times multiple patients need to be moved and cared for at the same time.

The Ambus is a multi-patient ambulance bus with the capability of transporting 20 patients at one time, although the typical transport is about 16 patients. It would be available for State missions, by request, and part of the agreement would be that Sherman would staff it and deploy it if local resources were available and if we didn't need it for a local emergency.

Chief Jones said while considering the agreement, the staff did not want to commit a local resource, local staff, or local funding for a State project that would become a reoccurring expense for the City. They determined that the vehicle would meet local needs. It is not a first response vehicle and will not be taken to a typical vehicle accident or house fire.

However, there is a great opportunity for public education and disaster preparedness. He would like to take the vehicle to Fright Night and Lights on the Lake to use as a first aid station and for event medical needs, as well as to educate the public on disaster preparedness.

In July the North Central Trauma Authority approached the City of Sherman saying the plan was to locate 40 of these buses in Texas, but that would require funding from the Regional Trauma Councils. The North Texas Council, which extends from Abilene to Dallas plans to put four of the busses in this region. The first two have been offered to Frisco and Sherman.

Chief Jones emphasized that this is a State resource and a regional resource, but it is City of Sherman equipment, registered and titled to the City to control and operate. If the City deems that it is unable to deploy because of staffing or a local emergency, then it is not available for deployment.

Mayor Magers confirmed that the funding will work like a Homeland Security Grant. The Regional Trauma Authority received the grant and they will purchase the vehicle. The title and ownership will be transferred to the City of Sherman. At that point the asset will belong to the City. The obligation will be to house it, provide routine maintenance, provide staff, and operate it if it becomes available for deployment.

If the City finds that this asset is not what they thought, Chief Jones said there is an "out-clause" and the City can transfer the title back to the Trauma Authority and in 30 days the Ambus would be theirs.

He added that the staff is currently working on medical protocols and deployment procedures. If they find it is not as they perceive it to be, they would return to Council and recommend that the asset be returned to the Regional Council.

Council Member Smith asked if they had estimated the cost to staff and operate the Ambus. Chief Jones estimated that routine operating costs for local use would be between \$10,000 and \$12,000 annually. He added that if the Ambus is located at an event with the generator running, there would be fuel costs. The staffing would be reimbursed if it was deployed for State use.

He also recommended that the Council may want to consider some amendments to the cost recovery fees and add in fees for the use of the Ambus.

Mayor Magers clarified that if the Ambus is deployed for State use and the City takes the vehicle and staffs it, then the State will reimburse the City for those expenses. In addition to payment for the deployed personnel, the City would also be paid for staff to fill the position of the deployed personnel for their local duties.

Deputy Mayor Steele asked how many employees would be used to staff the Ambus. Chief Jones said typically, for a State deployment, there would be five or six paramedics sent. He verified that the City would have the right to refuse and the decision to deploy rests with the receiving agency, which would be Sherman. Chief Jones reiterated that Sherman comes first and any deployment would be based on availability, staffing, and local conditions. Any staff overtime needed to cover the deployed positions would also be covered by the reimbursement.

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 5610, as presented. Second by Deputy Mayor Steele.

VOTING AYE: Adami, Howeth, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

REQUEST TO ADVERTISE

ANNUAL CONTRACT FOR WATER AND SEWER PARTS AND SUPPLIES

The City Council approved a request to advertise for the annual contract for water and sewer parts and supplies. These supplies are used in the maintenance of the City's water system and sewer system.

CONSENT AGENDA.

OTHER BUSINESS

CONSIDER REQUEST OF ST. MARY'S CATHOLIC PARISH TO TEMPORARILY CLOSE CERTAIN STREETS FOR THEIR ANNUAL FALL FEST ON SUNDAY, SEPTEMBER 25, 2011

REQ TO ADVERTISE
WATER & SEWER
SUPPLIES

STREET CLOSURE
ST. MARY'S CATHOLIC
CHURCH FALL FEST

The City Council approved the request of St. Mary's Catholic Parish to close the streets on September 24, 2011 for their Annual Fall Fest. The event will be held in the vicinity of the Church and School and will require the closure of Sparrow Lane, from Travis Street to Walnut Street. Traffic control barricades will be needed for the event.

CONSENT AGENDA.

FINAL PLAT APPROVAL OF CONCORD VILLAGE APARTMENTS ADDITION; BEING 3.647 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763; CONCORD VILLAGE APARTMENTS, OWNER; LISA HANKEY, REPRESENTATIVE; GARY ROLAND, DRAFTSMAN; UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS (820 NORTH SAM RAYBURN FREEWAY)

Mayor Magers explained that Item D-3 was removed from the Consent Agenda and is a "moot point" since the zone change was not approved.

The request for a Final Plat approval was for the Concord Village Apartments Addition at 820 N. Sam Rayburn Freeway. The property consists of 3.647 acres and is located between Birge and Brockett Streets. The owner wanted to plat the property into one lot for Multi-Family Residential development.

The Final Plat was recommended for approval by the Planning and Zoning Commission.

There was no action taken on this agenda item.

Note: Local Government Code – Section 212.009
Approval Procedure

(b) If an ordinance requires that a plat be approved by the governing body of the municipality in addition to the planning commission, the governing body shall act on the plat within 30 days after the date the plat is approved by the planning commission or is considered approved by the inaction of the commission. A plat is considered approved by the governing body unless it is disapproved within that period.

SITE PLAN APPROVAL FOR FISHER CONTROL INTERNATIONAL, INC., OWNER; FISHER CONTROLS / EMERSON, TENANT; RAMIRO PESINA, REPRESENTATIVE; AND NATHAN GRAY, NBS DRAFTING AND DESIGN, ARCHITECT UNDER ORDINANCE NO. 2252, ARTICLE FOUR, SECTION 410(2)(J) FOR TWO GUARD STATIONS IN THE BLALOCK INDUSTRIAL PARK DISTRICT AT 4725 U.S. HIGHWAY 75 SOUTH

The City Council approved the Site Plan for Fisher Control International, Inc. for two guard stations on their property located at 4725 U.S. Hwy 75 South. The property consists of 70.74 acres in the Blalock Industrial Park.

APPROVE FINAL PLAT
CONCORD VILLAGE
APARTMENTS
ADDITION
(820 N. SAM RAYBURN)
(NO ACTION TAKEN)

APPROVE SITE PLAN
FOR TWO GUARD
STATIONS AT FISHER
CONTROLS
(4725 S. U.S. HWY 75)

The Site Plan was recommended for approval by the Planning and Zoning Commission.
CONSENT AGENDA.

CITIZENS REQUESTS

INSURANCE CLAIM FOR SEWER BACK-UP

INSURANCE CLAIM FOR SEWER BACK-UP

Kate McCurdy-Ivey, 2519 Dover Drive, appeared concerning an insurance claim she filed on her father's property at 602 S. Gribble. Recently there was a sewage back-up at the home and the property was filled with sewage. They have filed a claim with the City's insurance company, Texas Municipal League, TML.

She explained that an initial claim was denied, but after speaking with the City Attorney's Office she filed a second claim with new estimates, as instructed. It has been difficult getting contractors to give a bid to clean-up and repair the damage.

Ms. McCurdy-Ivey said they have invested about \$40,000 into the property but they have now been advised it isn't worth \$10,000. She said there were no utilities on at the time of the back-up and no one had lived there for about a year. So there should be no reason for the sewage to fill the home. She said there had been a blockage from the City but that it may be falling under the immunity clause.

Ms. McCurdy-Ivey said it is not covered by their insurance and the City is considered "not liable" for the back-up.

They have dealt with the City staff and with representatives of TML. Today an adjuster visited the house, took photographs, and assessed the damage. She wanted to be sure the Council was aware of the situation because it could happen to anyone.

Mayor Magers clarified that she was asking for a dollar amount in damages and the City is saying either we're not liable or we have a difference of opinion of the value.

Ms. McCurdy-Ivey said the property was fine during a routine check, there were no utilities and no one was living there. They returned to the home later and the sewer back-up was discovered. Therefore she concluded that it didn't come from the lines in the home.

Mr. Shelby said the claim was submitted to TML and as our insurance provider, they determine whether or not it falls under the City's coverage. She felt other citizens might be having this problem too and it needs to be resolved.

Ms. McCurdy-Ivey said their insurance has come up for renewal since that time and they have not been allowed to renew coverage. At this time they have no insurance on the property.

Mayor Magers verified that the insurance claim is in process. Mr. Shelby said she, as the property owner has made a claim with TML that was denied. They have submitted a second claim, and apparently the adjuster visited the property today.

Ms. McCurdy-Ivey added that the initial bids were higher because they included Environmental Protection Agency disposal requirements and lower bids have now been submitted.

Mayor Magers asked Mr. Shelby to keep the Council informed on the claim.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

PARKS AND RECREATION DEPARTMENT RELOCATED

Council Member Wacker said the Parks and Recreation Department has moved to the old Glennie O. Ham Center. She said it is looking nice and it is good to see that property used and good to have the Parks and Recreation Department located in a park.

SEPTEMBER 11 10TH ANNIVERSARY

Council Member Wacker reminded citizens that the 10th Anniversary of the September 11 terrorist attacks is this weekend. She encouraged everyone to remember the families and the heroes that lost their lives.

LOCAL WILDFIRES

Council Member Howeth said the Sherman Fire Department is doing a great job in taking care of the local fires. She asked citizens to remember those in Bastrop County, Texas that are suffering through horrible wildfires.

She added that the Sherman High School Baseball team is raising money to send to Bastrop to help the families in need. Anyone wanting to donate can contact Sherman High School.

LOCAL WILDFIRES

Mayor Magers told Chief Jones that he has received many positive comments from citizens and mayors of other towns about Sherman's help during the recent fires. He said he hoped they also caught the arsonist.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:10 p.m.

MAYOR

CITY CLERK

MEDIA QUESTIONS

PARKS & REC DEPT RELOCATED

SEPTEMBER 11 10TH ANNIVERSARY

LOCAL WILDFIRES

LOCAL WILDFIRES

ADJOURNMENT

Linda Boyle

September 6, 2011

917 N Woods St.

Sherman, TX 75092

To: Sherman City Council Members

Sherman, TX 75090

Dear Council Members,

Please accept this document as a protest to the Proposal R-1 (One Family Residential) to R-2 (Multi-Family Residential) zoning change that has been submitted for approval to the Planning and Zoning Commission on Tuesday, August 16 2011. The property is a 0.321 acre lot in the J.B. McAnair Survey, Abstract No. 763. It is located just north of the Concord Village Apartment Complex, located at 820 North Sam Rayburn Freeway and directly east of my property, located at 917 North Woods St.

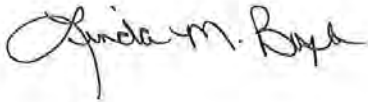
It is my opinion that if this zoning change is allowed, it will greatly impact the surrounding residences in the area. I personally enjoy the privacy and quietness that my backyard provides. By allowing Concord Village Apartments to expand, it will not only completely take away my privacy, but the noise from vehicles coming and going will be very disruptive, not to mention the lighting at night would completely illuminate the surrounding properties.

The proposal shows that parking stalls would also be created just on the other side of my property, allowing vehicles to park right up to the fence that separates the two properties. The fence is 6 feet tall and has wooden slats. This would allow engine noise and lighting from vehicles to seep through the fence, making it extremely invasive and noisy.

I purchased my home four years ago. One of the reasons I chose this property was for the backyard. It's secluded, quiet and has been very enjoyable. Allowing Concord Village Apartments to expand not only takes away from this wonderful feature, but will decrease the value of my property. It will no longer feel like a single family residence, but more of a yard that's at the end of a parking lot.

If it is decided that Concord Village Apartment's may move forward with expansion, please consider that a 10 foot concrete wall must be constructed instead of the existing 6 foot wood fence. This would prevent some of the noise and lighting from escaping onto the surrounding properties.

Thank you in advance for your time and consideration.

A handwritten signature in black ink, reading "Linda M. Bayle". The signature is written in a cursive style with a large, stylized "L" and "B".



View from my backyard, where vehicles
would be parking.



View from Concoro Apts, where vehicles
would be parking.



View of my property, from Concord Apts,
showing how lighted parking Area will
easily illuminate the BACKYARD.

August 9, 2011

(A)

Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, TX 75091-1106

Dear Mr. Shadden;

My husband and I cannot attend the Planning and Zoning Commission meeting on Tuesday, August 16, 2011.

This letter serves as our protest regarding a matter coming to your attention at that meeting per your letter of July 29, 2011 regarding the request of Concord Village Apartments (Owner), Lisa Hankey (Representative), Gary Roland (Draftsman) and Underwood Drafting and Surveying (Surveyors) concerning property at 820 North Sam Rayburn Freeway, being 3.647 acres in the J.B. McAnair Survey, Abstract No. 763

Specifically, their request to change an R-1 (family Residential) District to an R-2 (Multi-Family Residential) District, per your letter:

Planning and Zoning Commission

R-2 Zoning: 0.321 acres in the J.B. McAnair Survey, Abstract No. 763, zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One Family Residential) District to an R-2 (Multi-family Residential) District for an addition to the existing apartment complex and an accessory building.

Board of Adjustments

Exception under Ordinance No. 2280, Section 6.3, Subsection (7) to allow an addition to a 6' wood privacy fence, in lieu of the required masonry perimeter wall to surround the development in an R-2 (Multi-Family Residential) District/O-1.2 (Sam Rayburn Overlay District).

Our home's location at 927 North Woods is one lot north from the proposed apartment building. This re-zoning to a multi-family residence will cause irreparable damage to our home values along the 900 block of North Woods Street.

Our ability to sell our properties as single family residences will be made much more difficult by having a looming modern apartment building intruding into the space as it overlooks the private spaces of our back yards. The loss of privacy and the prospect of continuous lighting are unacceptable to us and to our neighbors along the block. And, it will be unacceptable to future potential buyers of our properties.

I believe at some point in the past the property in question was purchased from a homeowner on North Woods by dividing the back yard and selling the back portion to the current owner. Re-zoning was apparently not requested prior to the purchase, and so neighbors near that property have been anxious for some time as to how that property would be used in the future. The future is here and we are writing to express our concern and our wish that this property not be used to build a multi-family residence. I am sorry that they did not check with neighbors prior to the purchase, but that is the situation we find ourselves dealing with today.

Because the back yards near such an apartment building would be places for children to play, for families to entertain friends, having windows so close to a mutual fence will create both an invasion of privacy for the homeowners, and also a source of unwanted disturbance for the residents living in the apartment building. There is an added concern of privacy in that our yards are large enough for buyers to consider the size of the property to put in a swimming pool, but having an apartment complex overlooking a private pool would not be acceptable.

The building is being squeezed into a tight space, where all the properties surrounding it currently feel separate and private from each other because of our lawns. Our back yards are especially deep, giving us the feeling of living outside the city. With a two story apartment building overlooking our yards that selling feature is gone forever. This large intrusive 'presence' will utterly change the feeling of the neighborhood, especially this block of North Woods Street.

Though there are a few multi-family dwellings in the J.B. McAnair Survey, they all look like single-family homes, not like modern apartment complexes. These duplexes or fourplexes are built in the style of the 20's, 30's, and 40's blending into the neighborhood's style. These buildings are on properties that include significant lawns surrounding the buildings. The current proposed building for Concord Village appears to fill up the whole piece of property, squeezing it into the space. There is no lawn creating the feeling of space between neighbors that these other multi-family properties have. It is a jarring and unwelcome intrusion upon the character of the entire neighborhood. Though there may be a few multi-family properties in our neighborhood, none of them are apartment complexes like Concord Village.

If home owners along North Woods Street have difficulty selling their properties, because of this apartment building, they may conclude that the only way forward would be to sell their homes and land to Concord Village to be re-zoned and used for more apartment buildings, further intruding upon the character of the neighborhood. This too is of great concern as a possibility.

We do have a suggestion, since Concord Village Apartments owns the property and wishes to do something useful with it. It could be turned into 'green space' surrounded by a proper fence, with a pavilion covering tables and chairs, including lawn and garden around it. This would give the residents of Concord Village a nice outdoor space to enjoy. This would be an attractive feature for both the apartment complex and their neighbors and would not have a negative impact on property values or privacy.

We ask the Planning and Zoning Commission to please consider carefully the dramatic and permanent change you will be making to our neighborhood, and we request that you deny the request of Concord Village Apartments and Lisa Hankey to re-zone 0.321 acres in the J.B. McAnair Survey, Abstract No. 763 from an R-1 (One Family Residential) District to an R-2 (Multi-Family Residential) District.

We appreciate you informing us of this issue and thank you for considering our concerns and suggestion. We would appreciate hearing from you what your decision is.

Sincerely,

The block contains two handwritten signatures. The first signature is "R. N. Wightman" with a stylized flourish at the end. The second signature is "Jeanette Wightman" written in a cursive script.

Reid and Jeanette Wightman
927 North Woods Street
Sherman, Texas 75092



FRONT YARD

①

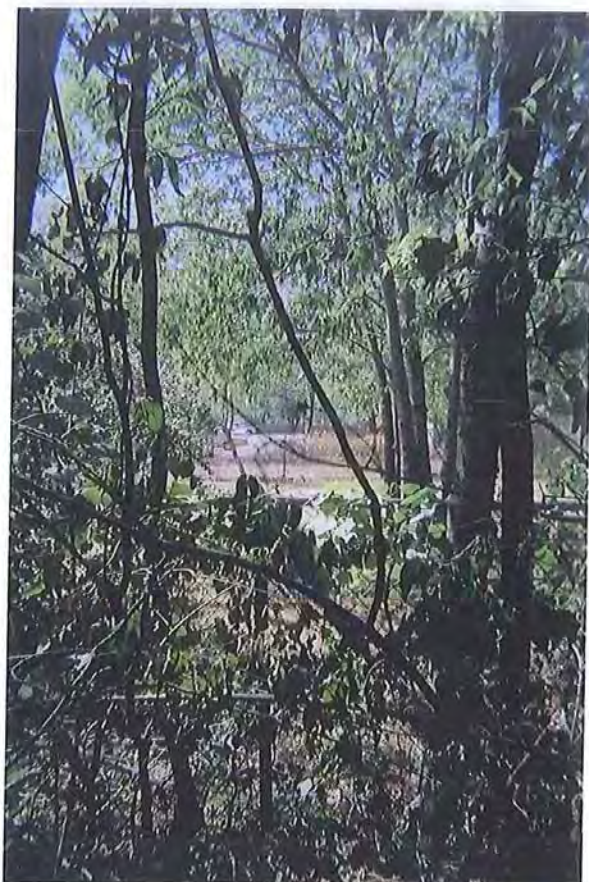


BACK YARD

②

927 N. WOODS

927 N. WOODS
LOOKING
TOWARD
921 N. Woods'
backyard
TO THE
NEXT PROPERTY
belonging to
Ms. Lisa Hankey.



3

FROM
THE
CONCORD
APARTMENTS
TOWARD
921 &
927
N. Woods'
backyards



4

Collin Daly
1285 Eastridge Circle
Logan, UT 84321

(B)

August 30, 2011

Dear Sherman City Council Member;

This letter serves as our protest to the rezoning of 0.321 acres in the J.B. McAnair Survey, Abstract No. 763 as requested by the Concord Village Apartments located at 820 North Sam Rayburn Freeway. Our property at 921 North Woods Street has an adjoining north/south property line. Because we have moved out of state for my job, we will be unable to attend your meeting on September 6th. We request your support by disapproving the application for amendment of the zoning ordinance. In our absence, we have authorized Reid Wightman of 927 North Woods Street to speak on our behalf at the meeting as a supplement to this letter.

The proposed building complex addition by Concord Village Apartments will be a dramatic change that will effectively and dramatically affect the look and feel of the surrounding residential community. The home values of the surrounding residences will all suffer greatly due to a loss of privacy and the ability of residents to sell their homes nearby will be severely lessened. As an example, since the 0.321 site has been cleared of trees and the request for rezoning was posted, we have received an offer on our house for \$70,000. The house is currently listed at a sale price of \$99,900 based on comparables and is assessed at \$99,656. Clearly \$70,000 is not fair market value.

When we purchased our house at 921 North Woods Street, we researched this immediately adjacent, empty lot and felt secure in the fact that it was zoned one family residential.

The proposal to rezone, as has been recommended by the Planning and Zoning Commission, would effectively result in an invasion of privacy to the surrounding single family homes as windows and lawns of existing residences are located within line of sight of the proposed apartment's windows and balconies which are situated above fence lines. In particular, the rear outdoor living space of our residence located at 921 North Woods Street, which has an exceptionally deep and private back lot, has been a strong selling feature of the home in the past.

Exterior safety and convenience lighting provided by the Concord Village Apartments will create light pollution in the areas located nearby where previously none existed. As of early this summer, there was sufficient space and vegetative growth such that light pollution created by exterior lighting provided by the Concord Village Apartments was not any more disruptive than other ambient sources of lights within the City of Sherman.

Please note that the proposed rezoning as per Section 6.3 as a Multi-Family district states that this district consists mainly of areas of two-family or multi-family development. We disagree. Our property is actually one among many single family residences in the neighborhood and we feel it is not an accurate description of the nature of the neighborhood. For example, the area along adjacent streets to the Concord Village Apartments, specifically West Brockett Street, North Woods Street, and West Birge Street are in character, look, and feel of that of single family

residences. The Concord Village Apartments, as it currently exists set back from North Woods Street, does not significantly compromise the residential look, feel, and character from the street nor is the building highly visible from anyone's private property. This proposed expansion would dramatically change the look and character of the neighborhood and irrevocably impact the single family residences along the North Woods Street and possibly West Birge Street locations.

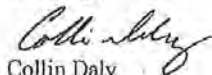
In review of Concord Villages site plan we would ask the City Council to carefully review the provided site plan specifically in regards to the Board of Adjustments under Ordinance No. 2280 Section 6.3 Subsection (1): "Minimum requirements for lot area, width and setback." To our untrained eye the rear of the proposed building and attached balconies do not appear to be adhering to the minimum setback requirements from our lot to the rear of the proposed building. By "rear", we mean according to the definitions of "rear" found in Section 16 of ARTICLE 14.05 ZONING-BLALOCK INDUSTRIAL PARK. To our knowledge Concord Village is not requesting an exception of this requirement. The setback minimums for the rear, as is described in Section 6.3 Subsection (1), is 25 feet from the property line to the building.

The Zoning Commission denied Concord Village's request for a waiver of the requirement for a stone masonry wall. Concord Village requested an exception to the *Board of Adjustments* under Ordinance No. 2280 Section 6.3 Subsection (7) to allow an addition of a 6' wooden privacy fence in lieu of a required masonry perimeter wall. Should the Council approve going forward, we ask that a line of sight study be conducted by the Concord Village Apartments, and a determination of an appropriate masonry wall built with such height that privacy sight lines and light pollution be abated. We would further hope that the style and color of the masonry wall on the adjacent resident's property be in agreement as well as any plans for removal of the current fence that exists at the property line.

We purchased this home knowing that this was a single family community, and it was zoned as such. The owners of the Concord Village Apartment feel that this rezoning and soon, construction, is a fore gone conclusion and they have already decided this on your behalf. This is evident as the property which, until just earlier this summer had contained plenty of vegetative growth and trees, has now been cleared and is ready for construction. The owners of the Concord Village Apartments have already started making the decisions. Your vote, Council Member, does not appear necessary to the owners of Concord Village Apartments, as they have displayed that they know what is best for the City of Sherman and its residents.

Thank you for your time and consideration in the review of our concerns in this matter. We do feel senior living communities in Sherman contribute to the city positively as a whole. We do not feel however that this tiny 0.321 acre lot provides adequate privacy for neither its residents nor the nearby single family homes. It should be easy for all parties concerned to see the negative impacts that stuffing this complex into this small lot will have on the neighborhood.

Sincerely,



Collin Daly

Owner of 921 North Woods Street, Sherman TX 75092



①



②

921 N. WOODS FRONT YARD
& VIEW DOWN THE DRIVEWAY
TO THE BACK YARD.

921 N. WOODS
FROM THE
DRIVEWAY
INTO THE
BACKYARD.

THE BACKYARD
FROM THE END
OF THE DRIVEWAY
↓



3



4



(5)



(6)

921 N. WOODS FROM TWO POSITIONS
LOOKING TOWARD
MS. LISA HANKEY'S PROPERTY

Parking lot
→



⑦



⑧

Parking
←

921 N. Woods

TWO VIEWS FROM THE FENCE
INTO Ms Lisa Hanky's property.



(C)

08-01-2011

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)
NOTICE: Not For Use For Condominium Transactions

1. **PARTIES:** The parties to this contract are COLLIN DALY, RENEE DALY (Seller)
and LISA HANKEY (Buyer).
Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:**
A. **LAND:** Lot _____ Block 60X335X87X287, JB MCANAIR
Addition, City of SHERMAN, County of GRAYSON
, Texas, known as 921 N WOODS ST., 75092
(address/zip code), or as described on attached exhibit.

B. **IMPROVEMENTS:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.

C. **ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garage doors, (iii) entry gates, and (iv) other improvements and accessories.

D. **EXCLUSIONS:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____

The land, improvements and accessories are collectively referred to as the "Property".

3. **SALES PRICE:**
A. Cash portion of Sales Price payable by Buyer at closing \$ 3,625.00
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ 68,875.00
C. Sales Price (Sum of A and B) \$ 72,500.00

4. **FINANCING:** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

☒ A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ 68,875.00 (excluding any loan funding fee or mortgage insurance premium).

(1) **Property Approval:** If the Property does not satisfy the lenders' underwriting requirements for the loan(s), (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.

(2) **Credit Approval:** (Check one box only)

☒ (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.

☐ (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

☐ B. **ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

☐ C. **SELLER FINANCING:** A promissory note from Buyer to Seller of \$ _____, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. **EARNEST MONEY:** Upon execution of this contract by all parties, Buyer shall deposit \$500.00 as earnest money with SECURITY TITLE CO. as escrow agent, at 912 W. VAN ALSTYNE PKWY., VAN ALSTYNE (address). Buyer shall deposit additional earnest money of \$_____ with escrow agent within _____ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. **TITLE POLICY AND SURVEY:**

A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by SECURITY TITLE CO.

(Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.

C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☒ (1) Within 3 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☒ Buyer's expense no later than 3 days prior to Closing Date.

☐ (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. **OBJECTIONS:** Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: _____

Buyer must object the earlier of (i) the Closing Date or (ii) 2 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time

allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **PROPERTY OWNERS ASSOCIATION(S) MANDATORY MEMBERSHIP:** The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used for each association.
- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer

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hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.

- B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):

(Check one box only)

☒ (1) Buyer has received the Notice.

☐ (2) Buyer has not received the Notice. Within _____ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

☐ (3) The Seller is not required to furnish the notice under the Texas Property Code.

- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

- D. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)

☒ (1) Buyer accepts the Property in its present condition.

☐ (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense shall complete the following specific repairs and treatments: _____

(Do not insert

general phrases, such as "subject to inspections" that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

- E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatments.

- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

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and Seller

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H. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$_____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before September 28, 2011, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$_____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy; and other expenses required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Finding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion ☐ will ☐ will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

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18. ESCROW:

- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at: <u>C/O JEFF SHARER</u>	To Seller at: <u>C/O JEFF SHARER</u>
<u>COLDWELL BANKER</u>	<u>COLDWELL BANKER</u>
<u>P.O. BOX 1009</u>	<u>P.O. BOX 1009</u>
<u>VAN ALSTYNE, TX 75495</u>	<u>VAN ALSTYNE, TX 75495</u>
Telephone: <u>(903) 914-1601</u>	Telephone: <u>(903) 914-1601</u>
Facsimile: <u>(903) 482-8404</u>	Facsimile: <u>(903) 482-8404</u>
<u>jeff.sharer@coldwellbanker.com</u>	<u>jeff.sharer@coldwellbanker.com</u>
E-mail: <u>om</u>	E-mail: <u>om</u>

TAR 1601 Initialed for identification by Buyer  and Seller _____ TREC NO. 20-10

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- | | |
|---|---|
| ☒ Third Party Financing Addendum for Credit Approval | ☐ Addendum for "Back-Up" Contract |
| ☐ Seller Financing Addendum | ☐ Addendum for Coastal Area Property |
| ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association | ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| ☐ Buyer's Temporary Residential Lease | ☐ Seller's Temporary Residential Lease |
| ☐ Loan Assumption Addendum | ☐ Short Sale Addendum |
| ☐ Addendum for Sale of Other Property by Buyer | ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| ☐ Addendum for Reservation of Oil, Gas and Other Minerals | ☒ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |

☒ Other (Set): INTERMEDIARY RELATIONSHIP

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$100.00 (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 10 days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☒ will ☐ will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is: _____	Seller's Attorney is: _____
Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
E-mail: _____	E-mail: _____

EXECUTED the _____ day of _____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

<u>Sharon Hanky</u> Buyer <u>LOLA HANKY</u>	<u>COLLIN DAILY</u> Seller <u>COLLIN DAILY</u>
<u>RENEE DAILY</u> Buyer	<u>RENEE DAILY</u> Seller <u>RENEE DAILY</u>

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 20-10, this form replaces TREC NO. 20-0.

BROKER INFORMATION

Other Broker Firm	License No.	COLDWELL BANKER	0254366
represents ☐ Buyer only as Buyer's agent		BENTON-LUTTRELL	License No.
☐ Seller as Listing Broker's subagent		Listing Broker Firm	
		represents ☐ Seller and Buyer as an intermediary	
		☐ Seller only as Seller's agent	
Licensed Supervisor of Associate	Telephone	JEFF SHARER	(903) 814-1601
		Listing Supervisor of Associate	Telephone
Associate	Telephone	JEFF SHARER	(903) 814-1601
		Listing Associate	Telephone
Other Broker's Address	Facsimile	P.O. BOX 1009, 900 W VAN	
		ALSTYNE PK	(903) 482-8404
		Listing Broker's Office Address	Facsimile
City	State	Zip	
		VAN ALSTYNE	TX 75495
		City	State
Associate Email Address		jeff.sharer@coldwellbanker.com	
		Listing Associate's Email Address	
		Selling Associate	Telephone
		Selling Associate's Office Address	Facsimile
		City	State
		Zip	
		Selling Associate's Email Address	

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ 100.00 (Option Fee) in the form of CHECK is acknowledged.

Seller or Listing Broker _____ Date _____
COLLEN DALY

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of ☒ Contract and ☒ \$500.00 Earnest Money in the form of CHECK is acknowledged.
Escrow Agent: SECURITY TITLE CO. Date: _____
By: _____ Email Address: aroutt@securitytitleinc.net
SECURITY TITLE CO. Telephone: (903) 482-0189
912 W. VAN ALSTYNE PKWY Address
VAN ALSTYNE TX 75495 Facsimile: (903) 482-9859
City State Zip

TAR 1603

TREC NO. 20-10



11-29-2010

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

THIRD PARTY FINANCING ADDENDUM FOR CREDIT APPROVAL

TO CONTRACT CONCERNING THE PROPERTY AT

921 N WOODS ST., 75092SHERMAN

(Street Address and City)

Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain credit approval for the financing (Credit Approval). Buyer shall furnish all information and documents required by lender for Credit Approval. Credit Approval will be deemed to have been obtained when (1) the terms of the loan(s) described below are available and (2) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history. If Buyer cannot obtain Credit Approval, Buyer may give written notice to Seller within 21 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not give such notice within the time required, this contract will no longer be subject to Credit Approval. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

NOTE: Credit Approval does not include approval of lender's underwriting requirements for the Property, as specified in Paragraph 3.A.(1) of the contract.

Each note must be secured by vendor's and deed of trust liens.

CHECK APPLICABLE BOXES:**☒ A. CONVENTIONAL FINANCING:**

☒ (1) A first mortgage loan in the principal amount of \$ 68,875.00 (excluding any financed PMI premium), due in full in 30 year(s), with interest not to exceed 6.000 % per annum for the first 30 year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed 1.000 % of the loan.

☐ (2) A second mortgage loan in the principal amount of \$ _____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed _____ % of the loan.

☐ B. TEXAS VETERANS LOAN: A loan(s) from the Texas Veterans Land Board of \$ _____ for a period in the total amount of _____ years at the interest rate established by the Texas Veterans Land Board.

☐ C. FHA INSURED FINANCING: A Section _____ FHA insured loan of not less than \$ _____ (excluding any financed MIP), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed _____ % of the loan. As required by HUD-FHA, if FHA valuation is unknown, "It is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser (Buyer) has been given in accordance with HUD-FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____. The purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the

TAR 1801

Initiated for identification by Buyer (initials) and Seller _____

TREC NO. 40-4

Coldwell Banker Res. Denson P.O. Box 1900 Van Arman, TX 75495

Phone: 903.814.1691

Fax: 903.482.8464

Jeff Shazer

Produced with ZipForm by ziplogic 18070 Pittman Mills Road, Frisco, Michigan 48026 www.ziplogic.com

Unfiled

921 W WOODS ST., 75092, SHERMAN.
(Address of Property)

appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The purchaser (Buyer) should satisfy himself/herself that the price and the condition of the Property are acceptable."

- ☐ D. VA GUARANTEED FINANCING: A VA guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed _____ % of the loan.

VA NOTICE TO BUYER: "It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs."

If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Price, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

Buyer hereby authorizes any lender to furnish to the Seller or Buyer or their representatives information relating only to the status of Credit Approval of Buyer.


Buyer LISA BARKER

Seller COLLEEN DALY

Buyer

Seller RENEE DALY

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for use in all transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 459-6544. (<http://www.trec.state.tx.us>) TREC No. 40-4. This form replaces TREC No. 40-3.



TEXAS ASSOCIATION OF REALTORS®
INTERMEDIARY RELATIONSHIP NOTICE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
Office Association of REALTORS®, Inc. 2004

To: COLLIN DALY, RENEE DALY (Seller or Landlord)
and LISA HANKEY (Prospect)
From: COLDWELL BANKER BENTON LUTTRELL (Broker's Firm)
921 N WOODS ST., 75092
Re: SHERMAN (Property)
Date: AUGUST 24, 2011

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker ☐ will ☒ will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:
_____ to the owner; and
_____ to the prospect.
- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. *Additional information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or other or contemplated business relationships.)*

The undersigned acknowledge receipt of this notice

Seller or Landlord _____ Date _____
COLLIN DALY

Lisa Hankey
Prospect _____ Date _____
LISA HANKEY

Seller or Landlord _____ Date _____
RENEE DALY
(TAR-1409) 1-7-04

Prospect _____ Date _____

Page 1 of 1

Coldwell Banker Res Benton P.O. Box 1609 Van Arsdale, TX 75495
Phone: 903.814.1601 Fax: 903.832.5409 Jeff Shaver

Produced with Zillow by Zillow 19070 Fifteen Mile Road, Freest, Michigan 48026 www.zillow.com

Unfiled

Downtown Sherman Streetscape

- Mill & Overlay of Travis Street (Washington St. to Jones St.) is complete.
- TxDOT has agreed to include the downtown square within the scope of the Downtown Sherman Streetscape Transportation Enhancement Project to be partially funded by TxDOT.



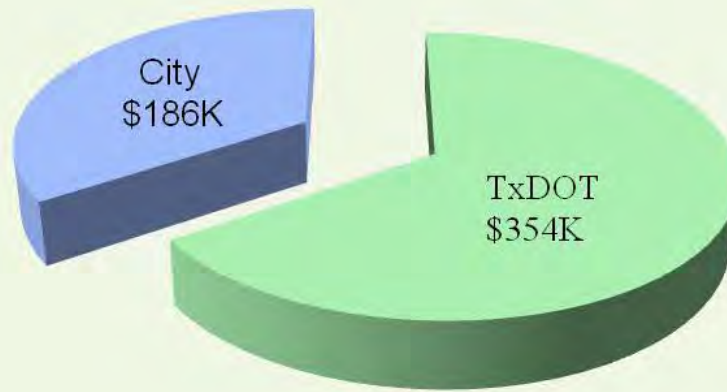
Downtown Sherman Streetscape

- Mill & Overlay of Travis Street (Washington St. to Jones St.) is complete.
- TxDOT has agreed to include the downtown square within the scope of the Downtown Sherman Streetscape Transportation Enhancement Project to be partially funded by TxDOT.
- The advanced funding agreement is necessary to secure the TxDOT funding and initiate the project plan approval process.

Downtown Sherman Streetscape

Estimated Cost: \$540K

Project Funding



Downtown Sherman Streetscape

- Mill & Overlay of Travis Street (Washington St. to Jones St.) is complete.
- TxDOT has agreed to include the downtown square within the scope of the Downtown Sherman Streetscape Transportation Enhancement Project to be partially funded by TxDOT.
- The advanced funding agreement is necessary to secure the TxDOT funding and initiate the project plan approval process.
- TxDOT approval of historical/environmental documentation and detailed project plans is estimated to take 3-4 months. Estimated construction startup: Spring 2012.

CITY OF SHERMAN

Downtown Streetscape Project



Chris Schmitt PE

09.06.11

TNP *TEAGUE NALL AND PERKINS*

Existing Streetscape and Square

Sherman, Texas



TP TEAGUE NALL AND PERKINS
PLANNING • DESIGN • CONSTRUCTION

TP TEAGUE NALL AND PERKINS

Proposed Streetscape and Square

Sherman, Texas



TEAGUE NALL AND PERKINS

CITY OF SHERMAN STREETSCAPE

SHERMAN, TEXAS

PLAN VIEW



TEAGUE NALL AND PERKINS
City Engineering • Surveying • Landscape Architecture • Planning

TEAGUE NALL AND PERKINS

CITY OF SHERMAN STREETSCAPE

SHERMAN, TEXAS

LOOKING NORTH



TEAGUE NALL AND PERKINS
City Engineering Surveying Land Surveying Architecture Planning

TEAGUE NALL AND PERKINS

CITY OF SHERMAN STREETSCAPE

SHERMAN, TEXAS

LOOKING SOUTH



TEAGUE NALL AND PERKINS
City Engineering Surveying Land Surveying Architecture Planning

TEAGUE NALL AND PERKINS

CITY OF SHERMAN STREETSCAPE

SHERMAN, TEXAS

LOOKING EAST



TEAGUE NALL AND PERKINS
City Engineering • Surveying • Land Use Planning • Transportation Planning

TEAGUE NALL AND PERKINS

CITY OF SHERMAN STREETSCAPE

SHERMAN, TEXAS

LOOKING WEST



TEAGUE NALL AND PERKINS
City Engineering • Surveying • Land Use Planning • Transportation Planning

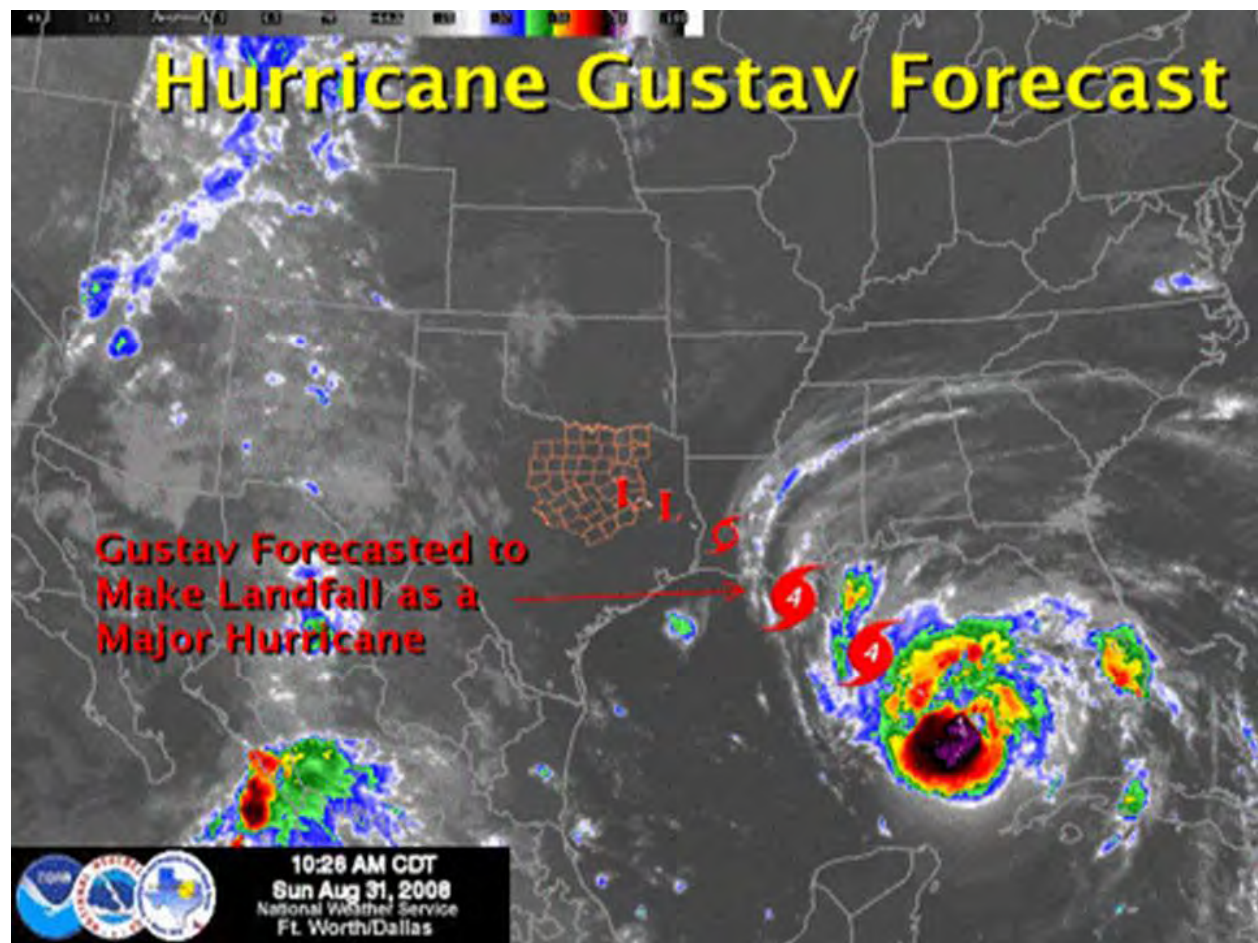
TEAGUE NALL AND PERKINS

***TNP* TEAGUE NALL AND PERKINS**

Civil Engineering | Surveying | Landscape Architecture | Planning



***TNP* TEAGUE NALL AND PERKINS**











- State of Texas
- Texas Department of State Health Services
- North Central Texas Trauma Regional Advisory Council
- Local Hospitals
- EMS Providers

»Emergency Medical Task Force

ETMF

- Air Ambulances
- Ground Mobile Intensive Care Units
- Multi-Patient Vehicles
 - Ambulance Buses

AmBus

- 20 Patients
- Available for State Mission Assignments
- Available for local use
 - Local Staffing
 - Local Protocols
 - Local Control and Billing





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. A.5

PROCLAMATION

“National Night Out - Texas” – October 4, 2011

Issue

To present a proclamation designating October 4, 2011 as “National Night Out - Texas” in Sherman

Background

Each year, the National Association of Town Watch sponsors “National Night Out,” a nationwide crime, drug, and violence prevention program that encourages citizens to work together to prevent crime in their neighborhoods. Because of the heat, many Texas cities hold their event in October.

Origination

The request for this proclamation originated with the Police Department.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the recommendation of the staff to present a proclamation proclaiming October 4, 2011 as “National Night Out - Texas” in Sherman.

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation proclaiming “National Night Out - Texas” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

WHEREAS, each year the National Association of Town Watch sponsors "National Night Out," a nationwide crime, drug and violence prevention program that encourages citizens to work together to prevent crime in their neighborhoods, and

WHEREAS, because of the extreme heat concerns expressed by numerous "National Night Out" participants, Texas is holding the "National Night Out - Texas" event on October 4, 2011, and

WHEREAS, many Texas communities will celebrate "National Night Out - Texas" on Tuesday, October 4, 2011, with neighborhoods celebrating with block parties and cookouts, and

WHEREAS, the goal of the event is to promote police-community partnerships, heighten drug and crime prevention awareness, and strengthen neighborhood spirit.

NOW THEREFORE, I, Bill Rogers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 4, 2011

NATIONAL NIGHT OUT - TEXAS

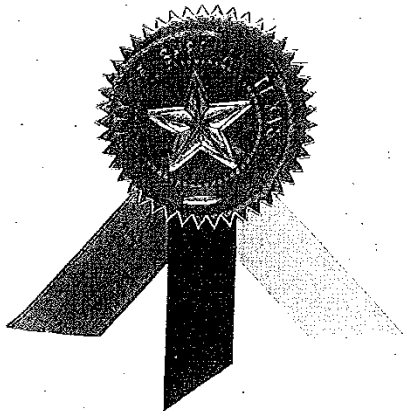
in the City of Sherman, and encourage all citizens to participate and send a message to criminals that neighborhoods are organized and fighting back against crime.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this 19th day of September, 2011.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. B.1

PUBLIC HEARING

Conduct the First Public Hearing Concerning the Annexation of Approximately One Thousand Feet (1,000') on Both Sides of U.S. Highway 82 and S.H. 289 in the City of Sherman's Extra Territorial Jurisdiction

Issue

To conduct the first public hearing concerning the annexation of approximately one thousand feet (1,000') on both sides of U.S. Highway 82 and S.H. 289 in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its August 15th meeting, the City Council approved the schedule for annexation of this property, which sets this public hearing, a second public hearing for the October 3rd regular Council meeting, and introduction and adoption of the Ordinance to annex the subject property at the October 24th called Council meeting.

Origination

City Council

Financial Consideration

City accepts maintenance. The incremental cost of annexing this property is negligible.

Staff Recommendation

It is recommended that the City Council conduct its first public hearing concerning the possible annexation of this property.

Alternatives

As directed by the City Council

Attachments

Annexation Scheduling Plan
Survey with Field Notes and Sketch
Location Aerial
Municipal Service Plan

Prepared by:
Brandon Shelby, City Attorney

Approved by:
George Olson, City Manager

ANNEXATION SCHEDULING PLAN

Approximately One Thousand Feet (1,000') on Both Sides of U.S. Highway 82 and S.H. 289

Friday, August 19, 2011.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Friday, September 9, 2011.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Thursday, September 15, 2011.....	Post notice of 1 st Public Hearing under the Open Meetings Act.
Monday, September 19, 2011	City Council's 1 st Public Hearing on intent to annex and service plan (Regular Meeting).*
Friday, September 23, 2011.....	Post notice on City's website, newspaper and City Hall for City Council's 2 nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Thursday, September 29, 2011.....	Post notice of 2 nd Public Hearing under the Open Meetings Act.
Monday, October 3, 2011	City Council's 2 nd Public Hearing on intent to annex and service plan (Regular Council Meeting).*
Thursday, October 20, 2011.....	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.**
Monday, October 24, 2011.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance (Called Council Meeting).**

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

** Special Called Meeting for introduction and consideration of adoption of annexation ordinance must be held after October 23, 2011 and before October 29, 2011 in order to comply with statutory requirements. Changing the date of introduction and consideration impacts the date notice must be published.



DRAFTING & SURVEYING, INC.

Parcel 1

Situated in the County of Grayson, State of Texas, being a part of a 184.50 acre tract of land conveyed to TPJ Properties as recorded in Volume 3203, Page 464, Deed Records, Grayson County, Texas and a part of a 356 acre tract of land conveyed to A. L. Coffman as recorded in Volume 484, Page 416 of said deed records and being described by metes and bounds as follows:

Beginning at the most easterly northeast corner of said 184.50 acre tract;

Thence North 89°29'30" West, a distance of 5909.72 feet to a point in the current City Limits line;

Thence with said line the following calls and distances:

South 09°06'11" East, a distance of 215.53,
South 05°55'50" East, a distance of 107.82,
South 04°59'52" East, a distance of 486.16,
South 05°20'20" East, a distance of 154.29,
South 89°49'36" East, a distance of 1098.81,
South 89°31'38" East, a distance of 449.22,
South 89°35'57" East, a distance of 440.90,
South 88°57'47" East, a distance of 413.60,
South 86°04'56" East, a distance of 638.29,
South 84°40'08" East, a distance of 889.77,
South 87°02'42" East, a distance of 576.46,
North 79°24'59" East, a distance of 1362.27,
North 69°39'51" East, a distance of 360.32 feet to a point in the east line of said

184.50 acre tract;

Thence North 27°45'01" West with said east line, a distance of 795.19 feet to the Point-of-Beginning and containing 135.345 acres of land.





DRAFTING & SURVEYING, INC.

Parcel 2

Situated in the County of Grayson, State of Texas being a part of the Lionel G. Burns Survey, Abstract No. 87 and being described by metes and bounds as follows:

Beginning at a point at the intersection of the west line of that 160 acre tract as conveyed to Hudgins Family Limited Partnership and recorded in Volume 4322, Page 485, Deed Records, Grayson County, Texas and the south right-of-way line of U. S. Highway No. 82;

Thence South 01°09'26" East, a distance of 2489.18 feet to the southwest corner of said 160 acre tract;

Thence North 88°18'09" East, a distance of 2656.45 feet to the southeast corner of said 160 acre tract;

Thence North 00°00'25" West, a distance of 2404.50 feet to a point in the south right-of-way line of U. S. Highway 82;

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

South 87°51'10" West, a distance of 24.01 feet,

North 86°59'56" West, a distance of 202.98 feet,

North 70°42'18" West, a distance of 106.91 feet,

South 89°02'47" West, a distance of 2378.00 feet to the Point-of-Beginning and containing 151.854 acres of land

Parcel 3

Situated in County of Grayson, State of Texas, being a part of the B. J. Hutson Survey, Abstract No. 496, J. Hambricht Survey, Abstract No. 538, Benjamin Hambricht Survey, Abstract No. 536 and the R. M. McKinney Survey, Abstract No. 856 and being described by metes and bounds as follows:

Beginning at a point in the north Right-of-way line of U. S. Highway 82, said point also being the southeast corner of a 288.851 acre tract of land conveyed to Dean Gilbert as recorded in Volume 2606, Page 30, Deed Records, Grayson County, Texas;

Thence North 01°21'12" East with the east line of said 288.851 acre tract, a distance of 372.71 feet to a point;

Thence South 87°16'58" East and continuing with said east line, a distance of 97.41 feet to a point;

Thence North 01°54'49" East and continuing with said east line, a distance of 634.62 feet to a point;

Thence South 89°02'47" West, a distance of 1072.19 feet to a point;

Thence South 84°16'58" West, a distance of 301.04 feet to a point;

Thence South 89°02'47" West, a distance of 609.72 feet to a point in the west line of said 288.851 acre tract, the east line of a 9.446 acre tract conveyed to Richard J. Rushing as recorded in Volume 2396, Page 543 of said deed records;

Thence North 02°06'44" West with said east line, a distance of 177.18 feet to a point;

Thence South 89°00'38" West, a distance of 2674.52 feet to a point in the east line of a 400 acre tract of land conveyed to Alakai Land and Cattle Company as recorded in Volume 4513, Page 163 of said deed records;

Thence North 01°25'13" West with said east line, a distance of 380.77 feet to a point;

Thence South 89°25'57" West, a distance of 6658.76 feet to a point;

Thence South 00°30'25" East, a distance of 209.80 feet to a point;

Thence South 89°32'02" West, a distance of 420.51 feet to a point;

Thence North 00°27'58" West, a distance of 209.06 feet to a point;

Thence South 89°25'57" West, a distance of 1193.07 feet to a point in the west right-of-way line of State Highway No. 289;

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

South 06°14'11" West, a distance of 474.47 feet,

South 01°38'39" East, a distance of 736.71 feet,

South 23°15'41" West, a distance of 212.58 feet,

South 87°30'47" West, a distance of 338.71 feet,

Thence North 01°24'36" West, a distance of 1121.05 feet to a point;

Thence North 88°34'54" East, a distance of 223.53 feet to a point;

Thence North 01°22'37" West, a distance of 289.29 feet to a point;

Thence South 89°25'57" West, a distance of 2085.76 feet to a point in the west line of a 125 acre tract of land conveyed to the Hudgins Family Limited Partnership as recorded in Volume 4322, Page 485 of said deed records;

Thence South 01°42'21" East with said west line, a distance of 572.57 feet to the northeast corner of that tract of land conveyed to K. E. Withrow as recorded in Volume 1896, Page 612 of said deed records;

Thence South 89°01'04" West, a distance of 1075.06 feet to a to the northwest corner of that 5.00 acre tract of land conveyed to Frank Harder and Larry Harder as recorded in Volume 2105, Page 548 of said deed Records;

Thence South 00°32'44" East, a distance of 1118.27 feet to a point in the north right-of-way line of U. S. Highway 82;

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

North 88°23'47" East, a distance of 926.53 feet,

North 69°54'56" East, a distance of 157.73 feet,

North 88°23'47" East, a distance of 42.80 feet,

South 73°05'17" East, a distance of 157.45 feet,

North 88°23'47" East, a distance of 1200.00 feet,

North 83°37'58" East, a distance of 102.76 feet,

North 86°25'28" East, a distance of 1998.41 feet,

South 87°42'25" East, a distance of 1159.34 feet,

North 89°02'47" East, a distance of 2865.40 feet,

North 86°11'02" East, a distance of 300.37 feet,
North 89°02'47" East, a distance of 100.00 feet,
South 88°05'29" East, a distance of 300.37 feet,
North 89°02'47" East, a distance of 1720.00 feet,
North 86°11'02" East, a distance of 300.37 feet,
North 89°02'47" East, a distance of 224.50 feet,
North 75°53'13" East, a distance of 153.74 feet,
North 89°02'47" East, a distance of 50.00 feet,
South 72°33'52" East, a distance of 158.49 feet,
North 89°02'47" East, a distance of 2514.70 feet,
North 89°02'47" East, a distance of 630.70 feet,
North 84°16'58" East, a distance of 301.04 feet,
North 89°02'47" East, a distance of 886.64 feet to the Point-of-Beginning and
containing 516.571 acres of land.





Parcel 3

Situated in County of Grayson, State of Texas, being a part of the B. J. Hutson Survey, Abstract No. 496, J. Hambright Survey, Abstract No. 538, Benjamin Hambright Survey, Abstract No. 536 and the R. M. McKinney Survey, Abstract No. 856 and being described by metes and bounds as follows:

Beginning at a point in the north Right-of-way line of U. S. Highway 82, said point also being the southeast corner of a 288.851 acre tract of land conveyed to Dean Gilbert as recorded in Volume 2606, Page 30, Deed Records, Grayson County, Texas;

Thence North 01°21'12" East with the east line of said 288.851 acre tract, a distance of 372.71 feet to a point;

Thence South 87°16'58" East and continuing with said east line, a distance of 97.41 feet to a point;

Thence North 01°54'49" East and continuing with said east line, a distance of 634.62 feet to a point;

Thence South 89°02'47" West, a distance of 1072.19 feet to a point;

Thence South 84°16'58" West, a distance of 301.04 feet to a point;

Thence South 89°02'47" West, a distance of 609.72 feet to a point in the west line of said 288.851 acre tract, the east line of a 9.446 acre tract conveyed to Richard J. Rushing as recorded in Volume 2396, Page 543 of said deed records;

Thence North 02°06'44" West with said east line, a distance of 177.18 feet to a point;

Thence South 89°00'38" West, a distance of 2674.52 feet to a point in the east line of a 400 acre tract of land conveyed to Alakai Land and Cattle Company as recorded in Volume 4513, Page 163 of said deed records;

Thence North 01°25'13" West with said east line, a distance of 380.77 feet to a point;

Thence South 89°25'57" West, a distance of 6658.76 feet to a point;

Thence South 00°30'25" East, a distance of 209.80 feet to a point;

Thence South 89°32'02" West, a distance of 420.51 feet to a point;

Thence North 00°27'58" West, a distance of 209.06 feet to a point;

Thence South 89°25'57" West, a distance of 1193.07 feet to a point in the west right-of-way line of State Highway No. 289;

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

South 06°14'11" West, a distance of 474.47 feet,

South 01°38'39" East, a distance of 736.71 feet,

South 23°15'41" West, a distance of 212.58 feet,

South 87°30'47" West, a distance of 338.71 feet,

Thence North 01°24'36" West, a distance of 1121.05 feet to a point;

Thence North 88°34'54" East, a distance of 223.53 feet to a point;

Thence North 01°22'37" West, a distance of 289.29 feet to a point;

Thence South 89°25'57" West, a distance of 2085.76 feet to a point in the west line of a 125 acre tract of land conveyed to the Hudgins Family Limited Partnership as recorded in Volume 4322, Page 485 of said deed records;

Thence South 01°42'21" East with said west line, a distance of 572.57 feet to the northeast corner of that tract of land conveyed to K. E. Withrow as recorded in Volume 1896, Page 612 of said deed records;

Thence South 89°01'04" West, a distance of 1075.06 feet to a to the northwest corner of that 5.00 acre tract of land conveyed to Frank Harder and Larry Harder as recorded in Volume 2105, Page 548 of said deed Records;

Thence South 00°32'44" East, a distance of 1118.27 feet to a point in the north right-of-way line of U. S. Highway 82;

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

North 88°23'47" East, a distance of 926.53 feet,
North 69°54'56" East, a distance of 157.73 feet,
North 88°23'47" East, a distance of 42.80 feet,
South 73°05'17" East, a distance of 157.45 feet,
North 88°23'47" East, a distance of 1200.00 feet,
North 83°37'58" East, a distance of 102.76 feet,
North 86°25'28" East, a distance of 1998.41 feet,
South 87°42'25" East, a distance of 1159.34 feet,
North 89°02'47" East, a distance of 2865.40 feet,
North 86°11'02" East, a distance of 300.37 feet,
North 89°02'47" East, a distance of 100.00 feet,
South 88°05'29" East, a distance of 300.37 feet,
North 89°02'47" East, a distance of 1720.00 feet,
North 86°11'02" East, a distance of 300.37 feet,
North 89°02'47" East, a distance of 224.50 feet,
North 75°53'13" East, a distance of 153.74 feet,
North 89°02'47" East, a distance of 50.00 feet,
South 72°33'52" East, a distance of 158.49 feet,
North 89°02'47" East, a distance of 2514.70 feet,
North 89°02'47" East, a distance of 630.70 feet,
North 84°16'58" East, a distance of 301.04 feet,
North 89°02'47" East, a distance of 886.64 feet to the Point-of-Beginning and containing 516.571 acres of land.





Parcel 4

Situated in the County of Grayson, State of Texas, being a part of the Daniel Bickenbach Survey, Abstract No. 128; J. K. Miller, Abstract No. 819; Samuel Bryson, Abstract No. 99; D. Calhoun Survey, Abstract No. 242; J. Deaver Survey, Abstract No. 348; Jephtha S. Burns, Abstract No. 88; John Hendix Survey, Abstract No. 502 and James S. Coffee Survey, Abstract No. 232 and being described by metes and bounds as follows:

Beginning at a point in the west line of State Highway 289, said point being the

Thence South 03°03'40" East with said right-of-way, a distance of 1580.73 feet to the southeast corner of Preston Club, The Classics, Phase Four as recorded in Volume 20, Page 145, Plat Records, Grayson County, Texas;

Thence with the southerly lines of said addition the following calls and distances:

South 89°11'03" West, a distance of 250.16 feet to a point,

South 02°51'30" East, a distance of 67.02 feet to a point,

South 83°26'47" West, a distance of 203.81 feet to a point,

with a curve to the left having a radius of 850.00 feet (chord bears South 69°53'42" West, 398.34 feet) an arc distance of 402.08 feet to a point,

with a curve to the right having a radius of 1630.00 feet (chord bears South 63°35'24" West, 411.21 feet) an arc distance of 412.30 feet to a point;

Thence South 01°40'15" East, a distance of 8518.04 feet to a point;

Thence North 88°30'23" East, a distance of 2821.91 feet to a point;

Thence North 01°45'35" West, a distance of 1630.60 feet to a point;

Thence North 01°14'23" West, a distance of 2203.83 feet to a point;

Thence North 01°45'35" West, a distance of 698.04 feet to a point;

Thence North 13°04'11" West, a distance of 101.98 feet to a point;

Thence North 01°45'35" West, a distance of 1284.43 feet to a point;

Thence North 04°32'59" West, a distance of 672.17 feet to a point;

Thence North 00°09'16" West, a distance of 128.22 feet to a point;

Thence North 10°20'58" West, a distance of 771.33 feet to a point;

Thence North 02°08'24" West, a distance of 458.30 feet to a point in the north line of that tract conveyed to W. L. Pickins as recorded in Volume 421, Page 111, of said deed records, said point also being the southeast corner of the that tract of land conveyed to Bert A. McJimsey as recorded in Volume 1636, Page 498 of said deed records;

Thence South 88°48'43" West, a distance of 581.98 feet to the southwest corner of the that tract of land conveyed to Bert A. McJimsey as recorded in Volume 1503, Page 92 of said deed records;

Thence North 01°19'56" West, a distance of 547.32 feet to the northwest corner of said McJimsey tract;

Thence North 88°29'28" East, a distance of 884.04 feet to the southeast corner of a 32.313 acre tract as conveyed to Eddie D. Young and Brenda Gail Young as recorded in Volume 1556, Page 759 of said deed records;

Thence North 12°09'39" West, a distance of 2117.81 feet to the northeast corner of a 12.12 acre tract as conveyed to Donald P. Gleason and Tina Gleason as recorded in Volume 2669, Page 476 of said deed records;

Thence South 87°07'56" West, a distance of 391.94 feet to a point;

Thence North 02°45'37" West, a distance of 52.55 feet to a point;

Thence South 87°06'26" West, a distance of 103.16 feet to a point;

Thence South 02°52'41" East, a distance of 52.50 feet to a point;

Thence South 87°04'25" West, a distance of 567.95 feet to a point in the east right-of-way line of State Highway No. 289;

Thence North 02°46'30" West with said east right-of-way line, a distance of 428.51 feet to the northwest corner of a 8.19 acre tract of land as conveyed to Donald J. Vasek and Karla J. Vasek as recorded in Volume 2547, Page 522 of said deed records;

Thence South 83°11'43" East, a distance of 1037.08 feet to the northeast corner of said Vasek tract;

Thence North 07°12'36" West, a distance of 260.78 feet to a point;

Thence South 78°14'39" West, a distance of 125.71 feet to a point;

Thence North 17°17'42" West, a distance of 290.71 feet to a point;

Thence North 43°43'53" West, a distance of 637.08 feet to a point;

Thence South 89°58'42" West, a distance of 319.64 feet to a point in said east right-of-way;

Thence South 87°56'16" West, a distance of 407.49 feet to a point in the west right-of-way of State Highway No. 289;

Thence South 02°03'44" East, a distance of 1333.25 feet to the Point-of-Beginning and containing 645.463 acres of land.





DRAFTING & SURVEYING, INC.

Parcel 5

Situated in the County of Grayson, State of Texas, and being a part of the Uriah Burns Survey, Abstract No. 121, also being a portion of that 84.15 acre tract conveyed to Joseph E. Wilson, Jr. as recorded in Volume 1273, Page 45 deed records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a point at the intersection of the west line of said 84.15 acre tract and the north right-of-way line of U.S. Highway No. 82;

Thence North 85°12'58" East, a distance of 449.10 feet to a point;

Thence North 89°02'47" East, a distance of 30.82 feet to a point in the current City of Sherman City Limits Line;

Thence with said line, the following calls and distances:

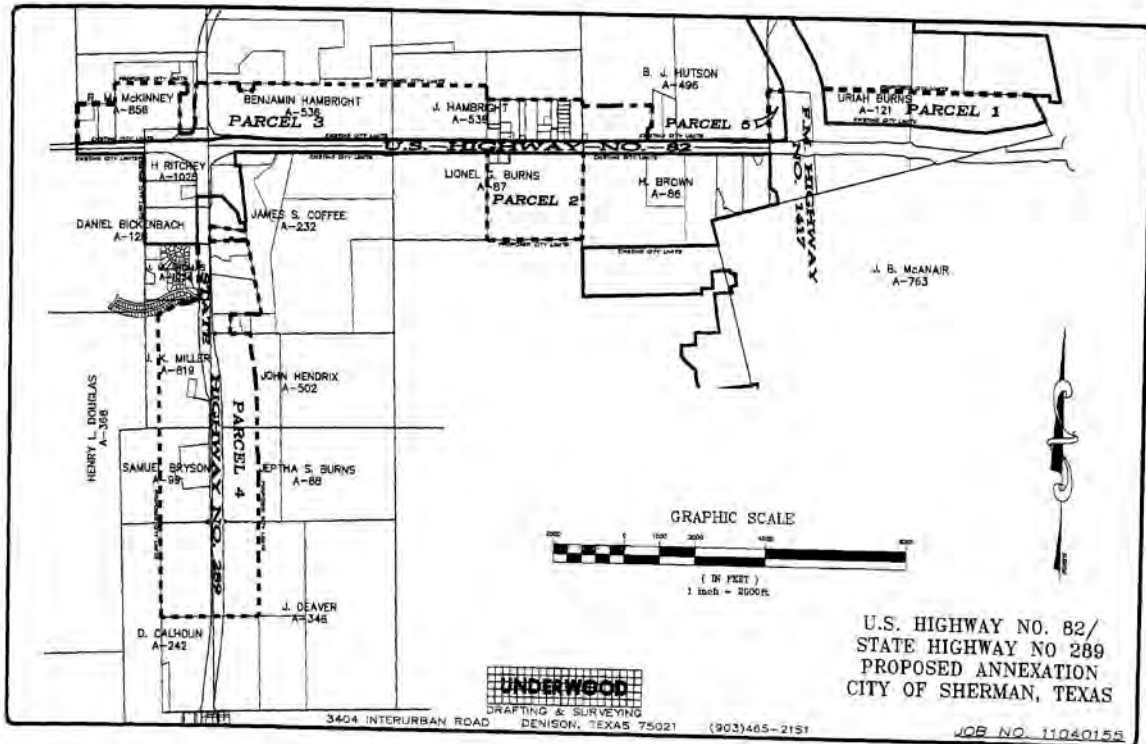
North 04°52'02" West, a distance of 517.77 feet,

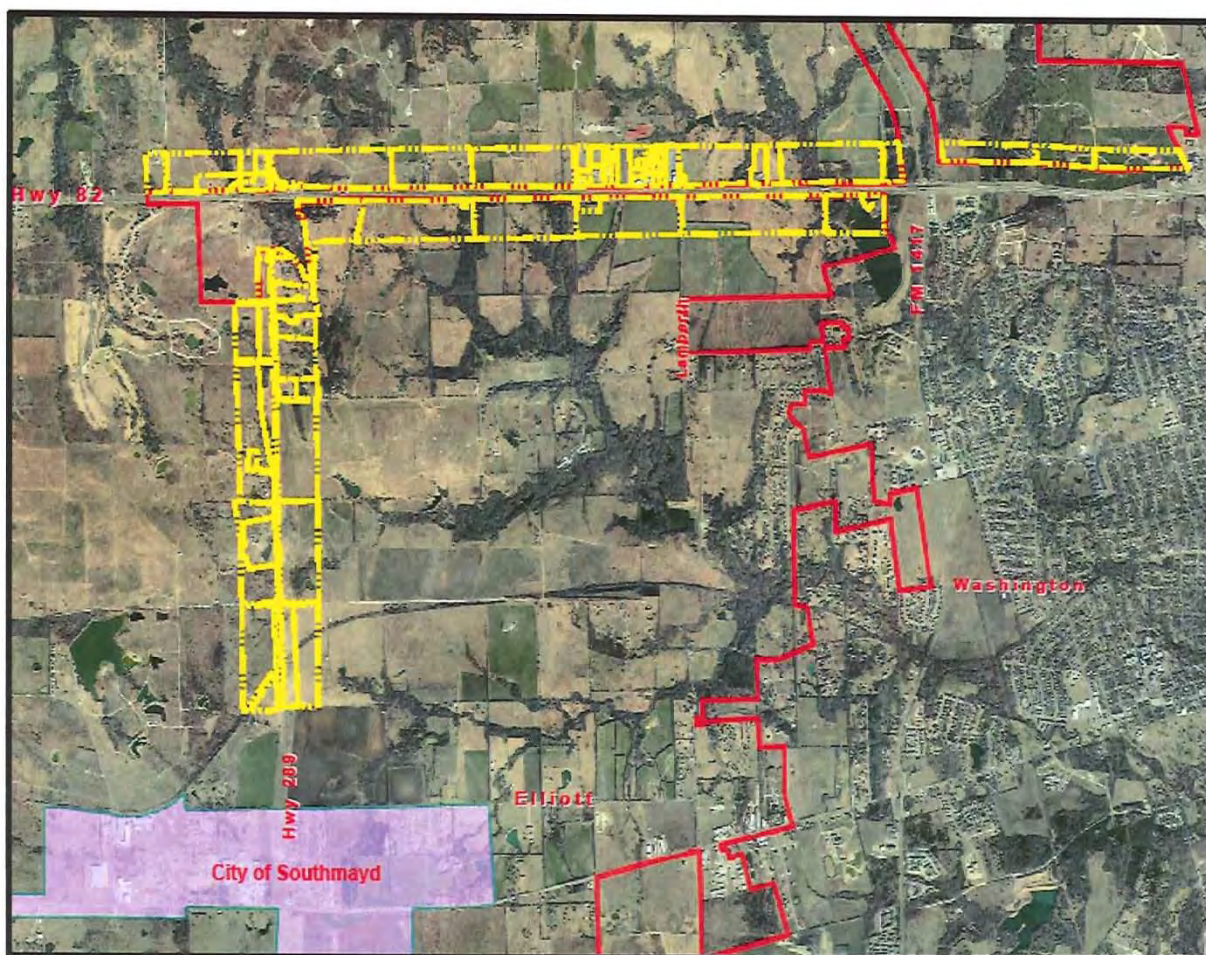
North 05°03'37" West, a distance of 895.46 feet to a point;

Thence North 88°00'00" West, a distance of 437.41 feet to a point in the west line of said 84.15 acre tract;

Thence South 03°12'02" East, a distance of 1463.39 feet to the Point-of-Beginning and containing 15.108 acres of land.







**City of Sherman
Municipal Service Plan
U. S. Hwy. 82 and Hwy. 289**

INTRODUCTION:

The annexation is the site of approximately 1450 acres along U. S. Hwy. 82 and State Highway 289 lying adjacent to the City of Sherman existing city limits.

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

MUNICIPAL SERVICES TO BE PROVIDED:

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

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

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

STREETS AND BRIDGES: All access points to U. S. Hwy. 82 and proposed State Hwy. 289 shall meet TxDOT requirements. Any future streets will be developed by the standard provisions of the Developers Ordinance with future maintenance by the City of Sherman. Street lighting will be established according to city guidelines.

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

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon annexation.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area

on the effective date of the annexation ordinance.

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

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

CAPITAL IMPROVEMENTS:

WATER SERVICE: A portion of the area is outside of the City of Sherman's certified CCN at this time. Extensions of existing city mains for future development will be made by standard City of Sherman utility extension methods. All connections to new or existing water mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.

SEWER SERVICE: Extensions of any existing sewer facilities of the City of Sherman for existing or future development may be made by standard City of Sherman utility extension methods provided the capacity of the existing appurtenances is not exceeded at the time of development. Use of lift stations and force mains will be required to serve some portions of this area. All connections to new or existing sewer mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5722

**Amending Chapter 13 of the Code of Ordinances, entitled “Utilities”,
at Article 13.08, entitled “Utility Billing”, at Sections 13.08.005 and 13.08.006,
Revising Rates for Water and Sewer for Fiscal Year 2011-2012**

Issue

Increase in water and sewer rates

Background

As part of the budget process for the 2010-2011 fiscal year, the Council approved an increase in water and sewer rates to offset increasing costs and declining revenues in the Utility Fund. This ordinance increases water and sewer rates by about 4%, which is expected to generate about \$650,000 to \$700,000 in additional annual revenue. The rate increase will take effect October 1, 2011.

Origination

City Council

Financial Consideration

This rate change is expected to generate an additional \$650,000 to \$700,000 in revenue.

Staff Recommendation

Staff recommends adoption of the ordinance.

Alternatives

The Council could elect not to increase rates or could adopt rates different than those proposed.

Attachments

Ordinance No. 5722

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

ORDINANCE NO. 5722

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", AT ARTICLE 13.08, ENTITLED "UTILITY BILLING", AT SECTIONS 13.08.005 AND 13.08.006, REVISING RATES FOR WATER AND SEWER FOR FISCAL YEAR 2011-2012; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 13, Article 13.08, Section 13.08.005 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 13.08.005 Water rates

(a) Water furnished by the city to a customer, other than any customer who dwells or resides in a multiunit dwelling within the city limits shall be charged for at the following rates for the fiscal year beginning October 1, ~~2010~~ 2011 for the first fifteen hundred (1,500) gallons of water used according to meter size and unit of measurement of the meter register:

<u>Meter Sizes</u> <u>(in inches)</u>	<u>Monthly Amount</u> <u>Oct 1, 2010 2011</u>
5/8 or 3/4	\$19.59 20.37
1	\$38.61 40.15
1-1/2	\$77.59 80.69
2	\$132.19 137.48
3	\$288.18 299.71
4	\$506.56 526.82
6	\$1,130.52 1,175.74
8	\$2,004.07 2,084.23
10	\$3,127.20 3,252.29

(b) Volume charge. Except as noted below, the charge for all water consumed in excess of the minimum fifteen hundred (1,500) gallons shall be billed at a rate of two dollars and ~~eighty~~ *ninety-one* cents (~~\$2.80~~ 2.91) per one thousand (1,000) gallons of water used for the rates beginning October 1, ~~2010~~ 2011. Water meters utilized for lawn sprinkling systems shall be charged according to meter size plus the consumption rate of two dollars and ~~eighty~~ *ninety-one* cents (~~\$2.80~~ 2.91) per one thousand (1,000) gallons of water used in excess of the minimum fifteen hundred (1,500) gallons during months of July through October, beginning October 1, ~~2010~~ 2011. During the billing months of November through June of any fiscal year, such water sprinkler meters shall be billed a minimum monthly charge as would be billed to a 5/8-inch or 3/4-inch meter.

(c) All multiunit dwellings within the city shall be charged for water consumption and availability utilizing the following formula:

Gallons Calculation Beginning October 1, ~~2010~~ 2011:

(number of units X ~~\$19.59~~ 20.37) +

$$\frac{(\text{gallons of water used}) - (\text{number of units} \times 1,500 \text{ gallons})}{1,000} \times$$

~~\$2.80~~ 2.91 = Billing

(d) All customers whose combined average daily use for the past twelve (12) months exceeds 700,000 gallons per day shall be charged for water consumption at the same rates as stated in the above subsections. The customers who qualify for this subsection shall receive a rebate, to be paid annually, calculated as follows:

Water Rebate = Total annual water revenues for previous twelve (12) months X .05.

SECTION 2. That Chapter 13, Article 13.08, Section 13.08.006 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 13.08.006 Sewer charges

(a) All persons using the sanitary sewer system and lines of the city shall be charged as follows:

(1) Sewage charges. The sewage charge will be based upon the amount of water used. Each sanitary sewer system customer, except multiunit dwelling complexes, shall be charged for sewage at the following rates:

<u>Amount</u>	<u>Minimum Charge, Whether 1,500 Gallons of Water are Used</u>
----------------------	---

Oct 1, ~~2010~~ 2011

First 1,500 gallons of water used	\$ 7.03 7.31
--------------------------------------	-------------------------

Additional charges shall be three dollars *and twelve cents* (~~\$3.00~~ 3.12) for each one thousand (1,000) gallons used above the fifteen hundred (1,500) gallons minimum charge for fiscal year beginning October 1, ~~2010~~ 2011. For residential living units, the maximum sewer charge will be ~~twenty-nine dollars and fifty-three cents~~ *thirty dollars and seventy-one cents* (~~\$29.53~~ 30.71) per residential living unit for fiscal year beginning October 1, ~~2010~~ 2011.

(b) For multiunit dwelling complexes, the total sewage charge will be based on the amount of water used and will be the lower figure calculated from either of the two (2) following formulas:

Gallons Calculation Beginning October 1, ~~2010~~ 2011:

(number of dwelling units X ~~\$7.03~~ 7.31) +

$$\frac{(\text{gallons of water used}) - (\text{number of units X 1,500 gallons}) \text{ X } \cancel{\$3.00} \text{ 3.12}}{1,000}$$

or

number of dwelling units X ~~29.53~~ 30.71

(c) Industrial surcharge. An additional surcharge is to be added to the above charge for the total sewage charge whenever the customer's sewage exceeds that of normal domestic wastewater, as defined in article 13.07, Water, Sewers and Sewage Disposal, section 13.07.140. The industrial waste surcharge represents an apportionment of the cost of handling the excess load imposed on the sewage treatment plant by wastes stronger than "normal domestic wastewater." The amount of surcharge shall reflect the cost incurred by the city in removing the excess BOD and TSS, as determined by regularly monitored effluent. During the fiscal year beginning October 1, ~~2010~~ 2011, industrial surcharges shall be calculated and charged for at the following rates:

$$Cu - Vu [B(Bu - 250 \text{ mg/l}) + S(Su - 250 \text{ mg/l})]$$

Where:

Cu is the surcharge for users X;

Vu is the billing volume for user X per 1,000 gallons;

Bu is the tested BOD levels for user X or 250 mg/l, whichever is greater;

B is the unit cost factor for treating one (1) unit of BOD per 1,000 gallons
(~~\$0.003035~~ 0.003156);

Su is the tested TSS level for user X or 250 mg/l, whichever is greater;

S is the unit cost factor for treating one (1) unit of TSS per 1,000 gallons
(~~\$0.002231~~ 0.002320).

SECTION 3. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2011.

ADOPTED on this the _____ day of _____, 2011.

EFFECTIVE DATE on this the _____ day of _____, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. B.3

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 5722

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5722

Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", at Article 13.08, entitled "Utility Billing", at Sections 13.08.005 and 13.08.006, Revising Rates for Water and Sewer for Fiscal Year 2011-2012



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. B.4

CONSENT AGENDA

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

C.3 * RESOLUTION NO. 5613

Adopting an Investment Policy for the City of Sherman

C.4 * RESOLUTION NO. 5614

Authorizing the Execution of Deeds for the Resale of Properties Seized for Delinquent Taxes

C.5 * RESOLUTION NO. 5615

Accepting the Contract with TNT's Pipeline Corporation as Complete for Construction of the Sherman Highway 75 North Sewer Contract "C"

D.1 * CHANGE ORDER NO. 1

Sherman Highway 75 North Sewer Contract "C"; TNT's Pipeline Corporation; \$7,100.00 Decrease

D.2 * CHANGE ORDER NO. 1

Travis Street HMAC Mill and Overlay Project; R. K. Hall Construction Ltd.; \$2,027.22 Decrease



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. C.1

RESOLUTION NO. 5611

Amending the 2010-2011 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2010, through September 30, 2011

Issue

Appropriating additional funds to increase the fiscal year (FY) 2010-2011 budget for year-end expenditure reconciliation

Background

Annually as needed, the staff requests a year-end budget reconciliation of projected expenditures with annual budget in order to ensure that our final year-end expenses are not greater than what we are authorized to spend. This year, an amendment is needed in several funds to accomplish this goal. The most notable changes relate to additional funding needed in the General Fund to cover personnel costs, grant expenditures and increased fuel costs, the net effect of which is about \$586,000. Also, additional appropriations are needed in the Insurance Fund to cover health claims for the year. Additional requests are also reflected in the TIF#3 Fund, the Computer Services Fund, and the Fleet Services Fund.

Origination

Robby Hefton, Assistant City Manager/CFO

Financial Consideration

This budget amendment will increase total authorized expenditures by \$1.921 million for FY 2010-2011, with a net effect of about \$1.38 million.

Staff Recommendation

The staff recommends approval of this resolution.

Alternatives

No viable alternatives exist for approval of this budget amendment.

Attachments

Resolution No. 5611

Budget Summary for various funds

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

RESOLUTION NO. 5611

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2010-2011 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2010, THROUGH SEPTEMBER 30, 2011; 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 2010-2011 budget of the City of Sherman, Texas, be amended as shown below, appropriating and/or allocating the below-described funds in the amounts indicated:

1. General Fund – To appropriate an additional \$911,000.00 for personnel costs, fuel costs, supplies, and capital equipment costs.
2. TIF #3 Fund – To appropriate an additional \$70,000.00 for street engineering costs.
3. Insurance Fund – To appropriate an additional \$750,000.00 for group health claims.
4. Computer Services Fund – To appropriate an additional \$40,000.00 for computer networking and repair costs.
5. Fleet Services Fund – To appropriate an additional \$150,000.00 for fuel costs.

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 _____, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

General Fund
Summary of Revenues & Expenditures (Budget Basis)

	Original Budget 2010-2011	Adjusted Budget	Amendment 09/30/2011	Amended Budget 2010-2011	Projected 2010-2011
Beginning Fund Balance	\$ 3,908,199	\$ 5,044,396	\$ -	\$ 5,044,396	\$ 5,044,396
Revenues					
Property Taxes	6,733,500	6,733,500		6,733,500	6,727,540
Sales Taxes	11,260,000	11,260,000		11,260,000	11,420,000
Franchise Taxes	3,191,000	3,191,000		3,191,000	3,199,000
Other Taxes	137,000	137,000		137,000	127,000
Fines & Forfeitures	877,700	877,700		877,700	1,013,800
Recreation	297,400	297,400		297,400	276,250
Permits & Licenses	155,045	155,045		155,045	220,750
Rentals	70,950	70,950		70,950	71,300
Cemetery Sales and Services	241,000	241,000		241,000	191,700
Sales & Services	478,860	478,860		478,860	480,900
Ambulance Services	1,300,000	1,300,000		1,300,000	1,384,000
Interest	65,000	65,000		65,000	69,000
Grants and Miscellaneous	342,710	342,710	324,985	667,695	602,000 [▼]
Total Revenues	25,150,165	25,150,165	324,985	25,475,150	25,783,240
Transfers In	3,138,066	3,138,066	-	3,138,066	3,138,066
Total Receipts	28,288,231	28,288,231	324,985	28,613,216	28,921,306
Total Funds Available	32,196,430	33,332,627		33,657,612	33,965,702
Expenditures					
Personnel	20,577,585	20,577,585	300,000	20,877,585	20,877,214
Supplies	1,443,573	1,466,714	30,000	1,496,714	1,496,315
Maintenance	1,060,925	1,095,437		1,095,437	1,038,157
Utilities	1,420,200	1,420,200		1,420,200	1,370,100
Contract Wages	312,330	312,330		312,330	294,615
Computer Services	556,700	556,700		556,700	568,180
Debt Service	69,262	69,262		69,262	69,262
Contractual and Sundry Services	1,493,879	1,487,879	56,000	1,543,879	1,543,707 [▼]
Vehicle Usage	1,060,430	1,067,930	175,000	1,242,930	1,242,794
Equipment and Buildings	33,000	35,500	250,000 [▼]	285,500	283,962
Transfer Out to Debt Service Fund	-	-		-	-
Transfer Out to Fleet Fund	15,111	15,111	100,000	115,111	115,111
Total Expenditures	28,042,995	28,104,649	911,000	29,015,649	28,899,417
Excess Receipts over Expenditures	245,236	183,582	(586,015)	(402,433)	21,889
Ending Fund Balance	\$ 4,153,435	\$ 5,227,978	\$ (586,015)	\$ 4,641,963	\$ 5,066,285

**TIF #3 Construction Fund
Summary of Receipts & Expenditures**

	Original Budget 2010-2011	Amendment 09/30/2011	Amended Budget 2010-2011	Projected 2010-2011
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Receipts				
Property Tax	-	-	-	58,000
Other Income	-	-	-	150,000
Transfer from TIF Debt Service	-	-	-	174,919
Transfer from Street Sales Tax Fund	-	-	-	421,166
Interest	-	-	-	350
Total Receipts	-	-	-	804,435
Total Funds Available	-	-	-	804,435
Expenditures				
Improvements	-	70,000	70,000	70,000
Total Expenditures	-	70,000	70,000	70,000
Ending Fund Balance	\$ -	\$ (70,000)	\$ (70,000)	\$ 734,435

Insurance Fund
Summary of Receipts & Expenditures

	Original Budget 2010-2011	Amendment 09/30/2011	Amended Budget 2010-2011	Projected 2010-2011
Beginning Fund Balance	\$ 882,423	\$ -	\$ 882,423	\$ 791,498
Receipts				
Employer Contributions	3,398,652	-	3,398,652	3,285,694
Employee Contributions	615,000	-	615,000	611,667
Retiree Contributions	170,000	-	170,000	165,769
COBRA Contributions	7,000	-	7,000	15
Miscellaneous	-	-	-	-
Interest Earned	-	-	-	4,500
Transfers In	-	-	-	-
Total Receipts	4,190,652	-	4,190,652	4,067,645
Total Funds Available	5,073,075	-	5,073,075	4,859,143
Expenses				
Health & Dental Claims	3,300,000	750,000	4,050,000	4,000,000
Insurance Premiums & Cost	514,000	-	514,000	530,000
Life Insurance	41,000	-	41,000	45,000
Miscellaneous	25,000	-	25,000	25,000
Total Expenses	3,880,000	750,000	4,630,000	4,600,000
Ending Fund Reserve	\$ 1,193,075	\$ (750,000)	\$ 443,075	\$ 259,143

**Computer Service Fund
Summary of Receipts & Expenditures**

	Original Budget 2010-2011	Amendment 09/30/2011	Amended Budget 2010-2011	Projected 2010-2011
Beginning Fund Balance	\$ 1,192		\$ 1,192	\$ (8,772)
Revenues				
Computer Usage:				
General Fund	556,700		556,700	601,231
Tourism	2,200		2,200	2,342
Equipment Services Fund	15,300		15,300	16,529
Utility Fund	87,200		87,200	94,450
Solid Waste Fund	10,900		10,900	11,795
Interest Earned	-		-	211
Miscellaneous Revenue	-		-	728
Total Revenues	672,300	-	672,300	727,286
Total Funds Available	673,492	-	673,492	718,514
Expenses				
Personnel	270,076		270,076	272,657
Supplies	15,650		15,650	13,806
Maintenance & Repairs	178,395	25,000	203,395	200,000
Utilities	48,120		48,120	42,500
Contract Wages	6,000	15,000	21,000	20,000
Debt Service	95,231		95,231	95,231
Contractual Services & Other	10,374		10,374	10,100
Equipment, Capital Outlay	48,480		48,480	48,250
Total Expenses	672,326	40,000	712,326	702,544
Ending Fund Balance	\$ 1,166	\$ 1,166	\$ 1,166	\$ 15,970

Equipment Service Fund
Summary of Receipts & Expenditures

	Original Budget 2010-2011	Amendment 09/30/2011	Amended Budget 2010-2011	Projected 2010-2011
Beginning Fund Balance	\$ 38,291		\$ 38,291	\$ 66,407
Revenues				
Equipment Service Revenue:				
General Fund	1,060,430	175,000	1,235,430	1,354,136
Airport Fund	890		890	-
Utility Fund	218,800		218,800	204,489
Solid Waste Fund	861,830		861,830	835,035
Miscellaneous Revenue	-		-	-
Total Revenues	2,141,950	175,000	2,316,950	2,393,660
Total Funds Available	2,180,241	175,000	2,355,241	2,460,067
Expenses				
Personnel	763,836		763,836	731,999
Supplies	719,616	150,000	869,616	860,000
Maintenance & Repair	505,160		505,160	505,160
Utilities	29,400		29,400	27,500
Contract Wages	-		-	-
Computer Services	15,300		15,300	15,660
Contractual Services	117,752		117,752	117,492
Equipment	-		-	-
Total Expenses	2,151,064	150,000	2,301,064	2,257,811
Ending Fund Balance	\$ 29,177	\$ 25,000	\$ 54,177	\$ 202,256



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. C.2

RESOLUTION NO. 5612

**Adopting a Fund Balance Policy for the City of Sherman
as Required by GASB 54; Providing an Effective Date**

Issue

Adopting a Fund Balance Policy

Background

A recent Governmental Accounting Standards Board (GASB) pronouncement now requires that local governments have a written policy governing the classification and broad use of fund balances, or reserves, maintained by the City. The Finance Department staff has developed a policy based on recommendations from our external auditors and on policies adopted by other cities. This policy may need to be revised in the future to reflect changes in the financial goals and objectives of the City, but it is a good starting point and will demonstrate compliance with the new financial reporting requirements.

Origination

Finance

Financial Consideration

There is no cost associated with the adoption of this policy.

Staff Recommendation

The staff recommends approving a resolution to adopt the policy as presented.

Alternatives

The Council could offer suggested changes to the proposed policy.

Attachments

Resolution No. 5612
Fund Balance Policy

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5612

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A FUND BALANCE POLICY FOR THE CITY OF SHERMAN AS REQUIRED BY GASB 54; PROVIDING AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Governmental Accounting Standards Board ("GASB") has adopted Statement 54 ("GASB 54"), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010; and

WHEREAS, the City of Sherman, Texas ("City") elects to implement GASB 54 requirements and to apply such requirements to its financial statements beginning with the current October 1, 2010 - September 30, 2011 fiscal year;

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

SECTION 1. That all prior fund balance policies of the City of Sherman are hereby revoked in their entirety.

SECTION 2. That fund balance measures the net financial resources available to finance expenditures of future periods. The City's Unassigned General Fund Balance will be maintained to provide the City with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The Unassigned General Fund Balance may only be appropriated by resolution of the City Council. The fund balance of the City may be committed for a specific source by formal action of the City Council. Amendments or modifications of the committed fund balance must also be approved by formal action of the City Council. All commitments of fund balance must occur prior to the City's fiscal year end.

SECTION 3. That, when it is appropriate for fund balance to be assigned, the City Council hereby delegates authority to the City Manager, the Chief Financial Officer, or their designee.

SECTION 4. That, in circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance and, lastly, unassigned fund balance.

SECTION 5. That this resolution shall be effective immediately upon its adoption.

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

PASSED AND APPROVED on this the ____ day of _____, 2011.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

CITY OF SHERMAN GOVERNING POLICY—FUND BALANCE

The City of Sherman sets guidelines for fund balance. The fund balance addressed in this policy only applies to unrestricted fund balance. The policy establishes the appropriate size of fund balance, replenishing or setting aside resources for fund balance, and the methods for utilizing fund balance. This fund balance policy, as presented to City Council and the citizens, was established by the City of Sherman Finance Department to maintain good standing with rating agencies, mitigate current and future risks against revenue shortfalls or unanticipated expenditures and to ensure stable tax rates.

Classifications of Fund Balance

A fund's equity – commonly referred to as 'fund balance' – is generally the difference between its assets and its liabilities. Fund balance will be displayed in the following classifications depicting the relative strength of the spending constraints placed on the purposes for which resources can be used:

- **Nonspendable fund balance** – amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of a trust fund).
- **Restricted fund balance** – amounts constrained to specific purposes by their providers (such as grantors, bond covenants, and higher levels of government) through constitutional provisions or by enabling legislation.
- **Committed fund balance** – amounts constrained to specific purposes by the government itself. This requires a formal action by the City Council. Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally.
- **Assigned fund balance** – amounts *intended* to be used by the City for specific purposes. Intent can be expressed by the City Council or by an official or body to whom the City Council delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
- **Unassigned fund balance** – amounts available for any purpose. These amounts are only shown in the general fund except in cases of negative fund balances in other governmental funds.

Classifying Residual Fund Balance

When both restricted and unrestricted funds are available for expenditure, restricted funds are used first. Within unrestricted funds, assume committed resources are used first, then assigned, then unassigned.

Appropriate Size of Fund Balance

The City Charter sets a minimum fund balance equal to five percent (5%) of the total general fund expenditures and ten percent (10%) of the utility fund expenditures. It also permits other reservations of the fund balances as seem prudent in the judgment of the city manager and the City Council. This policy sets sixty (60) days of expenditures as a minimum amount of fund balance for the General Fund, the Utility Fund and the Solid Waste Fund.

Replenishing Fund Balance

When fund balance falls below the minimum level, the City will implement a plan to replenish the fund within one year or as soon as economic and budgetary conditions allow. Fund balance may be replenished by using all or a portion of an operating surplus from itself or another fund. Revenues from a dedicated stream (e.g. 2% of sales tax or sales tax received over amount budgeted) may also be used to build fund balance. Alternatively, an amount determined in the budget process either using a percent of operating expenditures or a fixed amount may be used.

Utilizing Unassigned Fund Balance

Fund balances may be used to meet capital needs, offset difficult economic times, stabilize fluctuations in cash flow requirements, and provide funding for emergency situations. Fund balance may be used for contingencies until the balance is nearing its minimum level. The City will also adjust its expenditure level to match any new economic reality that is behind the use of fund balance as a financing bridge. Authorization for utilizing fund balances is made by the City Council during the annual budget process.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5613**

Adopting an Investment Policy for the City of Sherman

Issue

Obtaining Council approval for revisions to the City of Sherman's Investment Policy (Policy)

Background

By law, at least annually, the Council must review and adopt an investment policy that governs the investing of public funds by the City. The most recent revision to the Policy was in September 2010. The recommended changes to the Policy are administrative in nature and are a result of recent changes in the Public Funds Investment Act (PFIA). Except for changes relating to investments in certificates of deposit, the changes deal with the "housekeeping" aspects of administering the City's investment portfolio, rather than the actual investment activities or portfolio. A copy of the proposed Policy was provided to the Investment Committee prior to this meeting.

Origination

Finance Department

Financial Consideration

There is no cost associated with changing the Policy.

Committee Recommendation

It is recommended that the Council approve the Policy as presented.

Alternatives

The Council could offer additional changes to those recommended by the staff and the Investment Committee, subject to PFIA requirements.

Attachments

Resolution No. 5613 adopting the Policy
Memo to Investment Committee
Investment Policy

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5613

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

WHEREAS, Chapter 2256 of the Texas Government Code requires that all municipal investments shall be made in accordance with written policies approved by the governing body; and

WHEREAS, the investment policies must address liquidity, diversification, safety of principal, yield, maturity, and quality and capability of investment management; and

WHEREAS, the City of Sherman Investment Committee has proposed an investment policy which meets these goals;

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

SECTION 1. That all prior investment policies of the City of Sherman are hereby revoked in their entirety.

SECTION 2. That the City of Sherman Investment Policy, attached hereto and made a part hereof for all purposes, is hereby adopted and shall now and hereafter govern the investment activity of the City of Sherman.

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 _____, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

memorandum

DATE: Thursday, September 8, 2011

TO: The Investment Committee
Deputy Mayor Willie Steele and Council Member Robert G. Softly
George Olson, City Manager

FROM: Robby Heflon, Assistant City Manager/CFO 

SUBJECT: Investment Policy Revisions

Attached is a copy of the City's Investment Policy, including proposed changes to the existing Policy. The City is required by law to review its Investment Policy annually to ensure that the policy meets the City's needs with respect to managing its investment activities.

The Investment Officers are recommending the following policy changes due primarily to recent legislation passed by the Texas Legislature:

- Disclosure requirements for business or personally related broker/dealers
- Investment training requirement beginning on fiscal year start instead of when the training is attended
- Elimination of the reciprocal deposit requirement for investment in CDs enabling the City to purchase CDs from financial institutions as long as they have a branch in Texas
- Investments in State of Texas Obligations or its agencies must be rated no lower than A
- Credit ratings of each investment will be shown on the quarterly investment report
- Requirement for the depository bank's board or directors or a designated committee to approve the City's depository agreement including the pledge of collateral
- Elimination of the requirement for the quarterly investment report to comply with Generally Accepted Accounting Principles (GAAP)

Approval of this policy is scheduled for the September 19th Council meeting. Please contact me prior to that meeting if you have any questions regarding the Policy or its related changes.

RH:pc

attachment (as stated above)



**CITY OF SHERMAN
INVESTMENT POLICY**

September 6, 2011

1.0 Policy:

It is the policy of the City of Sherman, Texas to invest public funds in a manner which will provide the safest and most liquid opportunity with the highest investment return while meeting the daily cash flow demands of the City and conforming to the statutes governing the investment of public funds. This policy serves to satisfy the statutory requirements of defining and adopting a formal investment policy. The policy and strategy shall be reviewed by the Investment Committee and the City Council annually. Any modifications will be formally approved by the City Council. This investment policy, as approved, is in compliance with the provisions of the Public Funds Investment Act of the Texas Government Code Chapter 2256 (PFIA).

2.0 Scope:

This policy applies to all aspects of investing the financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report and include: General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, Trust and Agency Funds, and any new fund created by legislative body, unless specifically exempted or excluded. All funds will be pooled for investment purposes. The strategy developed for this pooled fund group will address the varying needs, goals, and objectives of each fund.

This policy shall not govern funds which are managed under separate investment programs in accordance with Section 2256.004 of the Public Fund investment act. Such funds currently include Retirement/Pension Fund, Deferred Compensation Fund and Bond Proceeds.

2.1 Perpetual Care Cemetery and Mausoleum Fund: This fund is governed by a trustee agreement and the provisions of Sections 712.021 - 712.029 of the Health and Safety Code. The investment decisions are the responsibility of the trustee. Therefore, this fund is excluded from this investment policy.

2.2 Deferred Compensation: The City's deferred compensation plan qualifies under Internal Revenue Service Section 457 and, therefore, is exempt from the Public Funds Investment Act and this policy.

2.3 Bond Proceeds: Funds received from the sale of general obligation bonds or certificates of obligation will be segregated and will be invested under a separate strategy.

3.0 Objectives:

The following are the primary investment objectives of the City of Sherman, in order of priority:

3.1 Safety: Safety of principal is the foremost objective of the City of Sherman's investment policy. Safety is defined as the undiminished return of the principal of the City's investments

and deposits. Investment officers must have an adequate understanding of the suitability of individual investment instruments in light of the City's financial needs. This understanding is gained through experience of the investment officers and through training designed to increase the expertise of the investment officers.

3.2 Liquidity: Liquidity is important to insure sufficient cash to meet all operating requirements. A liquid investment is one that can be easily and quickly converted into cash without a substantial loss of value.

3.3 Yield: For the City of Sherman, the yield objective is secondary to those of safety and liquidity. Yield is defined as the rate of annual income return on an investment, expressed as a percentage. The six-month U.S. Treasury Bill will be used as a prudent yield target.

4.0 Standards of Care:

Persons who act in good faith and in compliance with this policy shall be relieved of any personal liability arising from the investment activities of the City of Sherman.

4.1 Prudence: Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the persons' own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration: (1) the investment of all funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and (2) whether the investment decision was consistent with this written investment policy of the City of Sherman.

4.2 Ethics: Investment officers shall refrain from any activity that conflicts, or appears to conflict, with the officer's proper execution of the investment program or which could impair the officer's ability to make impartial investment decisions.

4.3 Conflicts of Interest: Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of investment programs, or which could impair their ability to make impartial investment decisions. Employees and investment officers shall disclose to the Texas Ethics Commission and the City Manager, and the City Manager discloses to the City Council if:

- a) The officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City; or
- b) The officer is related within the second degree by affinity of consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the City.

4.4 Delegation of Authority: As originally granted by Resolution 3230, dated September 11, 1995, and modified by Resolution on August 20, 2007, the daily operation and management of the City of Sherman's investments are the responsibility of the following persons:

-
- a) **Investment Officers:** The City Manager shall name two investment officers from among the employees with the following job titles: City Manager, Assistant City Manager/Chief Financial Officer (CFO), and Controller. The investment officers are authorized to deposit, withdraw, invest, transfer, or manage in any other manner funds of the City of Sherman. Investments officers must disclose any business or personal relationships with business organization offering to engage in an investment transaction with the City according to section 2256.005
 - b) **Investment Committee:** The Investment Committee shall consist of the City Manager and two members of the City Council as appointed by the Council. The committee shall provide guidance on investment matters. Also, the committee shall approve the list of approved brokers dealers and financial institutions annually.
 - c) **Other Investment Authorizations:** The Accounting Assistant, Accountant and Chief Accountant are also authorized to deposit funds into the bank depository.

4.5 Quality and Capability of Investment Management: Recognizing that the investment officers of the City have many other duties and that they may lack formal education in investing, this policy allows the City to use only the more basic and easily understood types of investments available to local governments.

4.6 Training of Investment Officers: All investment officers of the City shall attend an investment training session not less than once in a two-year period beginning on October 1st and consisting of the next two consecutive years, and receive not less than ten hours of instruction from an independent source approved by the City Council or the Investment Committee.

5.0 Strategies:

The investment strategy is the logical product of the investment objectives. As such, it emphasizes low credit risk, diversification, and the management of maturities. The strategy also takes into account the expertise and time constraints of the investment officers. The allowable investments listed in Section 7 of this policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses investment pools to achieve diversification. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature at regularly-recurring intervals.

A basic strategy governs the investment of all funds under this policy. A separate strategy applies to the investment of bond proceeds.

5.1 Depository Bank: Funds at the depository bank are to be managed to a level that minimizes the cost of the relationship to the City. In instances where the depository contract allows for the payment of fees by maintaining balances at the depository, every effort is to be made to minimize the amount of money held at the depository in excess of that needed to compensate the bank for its services. Concerns about safety are to be addressed by the pledging requirements of the depository, in accordance with state law. This strategy specifies that sufficient funds to support daily operations are maintained in the depository bank, but that any funds in excess of that are held to a minimum. In accordance with the Financial Institutions Reform, Recovery, and

Enforcement Act of 1989 (FIRREA), the City will require that the bank's board of directors or a designated committee approve the depository agreement, including the pledge of collateral to secure with bank's obligations with respect to the deposits maintained at the bank by the City.

5.2 Other Financial Institutions: The City may invest in certificates of deposit with maturities of five years or less with a bank other than the Depository Bank. A laddered maturity strategy is used for these instruments and only funds whose expenditure is not anticipated during the term of the certificate are invested.

5.3 Investment Pools: An investment pool is an entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. Funds are usually available from investment pools on a next day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staffs, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. The strategy of the City of Sherman calls for the use of investment pools as a primary source of diversification and a supplemental source of liquidity. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

5.4 Direct Investments: The City of Sherman purchases securities of the U.S. Treasury and U.S. Agencies in the secondary market. For purposes of this policy, the term "U. S. Agencies" shall refer to obligations of agencies or instrumentalities of the United States. The majority of the direct investments have a remaining maturity of two years or less. The City employs a laddered maturity strategy for these instruments. With that method, some investments reach maturity at regularly-recurring intervals, enhancing liquidity. However, the yields are those of two year investments rather than securities having a single month to maturity, enhancing yield. The investment officers must give consideration to the over-all liquidity of the portfolio before making a direct investment. Additionally, the City occasionally purchases a U. S. Treasury or Agency security with maturities as long as five years. See Section 5.5 below.

5.5 Hold until Maturity: The strategy of the City is to maintain enough liquidity in its portfolio that it never needs to sell a security. This will protect the principal of the investment against market risk. Should it become necessary to sell a security prior to maturity, the prior written consent of the City Manager must be obtained.

5.6 Investment of Reserve Funds: Up to one-third of the funds held in reserve are available for investment in Treasury or Agency securities with remaining maturities up to five years.

5.7 Separate Strategy for Bond Proceeds: Proceeds from the sale of general obligation bonds or certificates of obligation will be segregated from the other investments of the City. The basic intent is to match the availability of funds to the cash requirements of the capital projects. Therefore, the maturity limits of Section 9.0 do not apply. The following investments are available for this strategy: treasury securities, demand deposits, certificates of deposit, and investment pools. Ten percent of anticipated costs of the projects must be kept in demand deposits or pooled investments to cover unanticipated cash demands. The remaining proceeds are to be invested so as to match anticipated demands for cash. Except for the requirement for demand deposits or investment pools above, there is no restriction on the percentage of the bond proceeds that may be invested in any authorized investment vehicle.

6.0 Authorized Financial Dealers and Institutions:

6.1 Approved List of Investment Service Providers: All banking services will be governed by the depository contract. In addition, the Assistant City Manager/Chief Financial Officer shall maintain a list of security brokers, dealers, financial institutions, and investment pools that are authorized by the Investment Committee and the City Council. To be eligible to be approved to do business with the City of Sherman, a seller of securities or financial institution must be a primary dealer, a regional dealer that qualifies under SEC Rule 15C3-1, or regulated by Federal banking authorities. To be eligible to be approved to do business with the City of Sherman, an investment pool must meet all the requirements of State law. More details on investment pool qualifications are listed in Section 7.5. Annually, the Investment Committee must review, revise and adopt a list of qualified brokers and financial institutions that are authorized to engage in investment transactions with the City.

6.2 Acknowledgment of Investment Policy: A written copy of this investment policy shall be presented to any person or firm seeking to sell to the City any investment. An authorized representative of the business organization seeking to sell an investment shall execute a written instrument substantially to the effect that the registered principal has: (1) received and thoroughly reviewed the City's investment policy; and (2) acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization. The City's investment officers are expressly prohibited from buying any security from a person or firm which has not delivered a document that complies with the requirements of this section of the investment policy to the City.

7.0 Authorized Investments, Including Diversification Limits and Maximum Maturities:

Following is a list of investments that are authorized by this policy for inclusion in the City of Sherman's portfolio of investments. Also shown are the target and maximum percentages (portfolio cap) of that type of security and the maximum maturity that is allowable.

7.1 Demand Deposits at Depository Bank: Governed by the depository contract and provisions of State law, collateralized demand deposits at the depository bank have unsurpassed liquidity and safety but do not usually provide the highest yield. By definition their maturity is immediate.

7.2 Certificates of Deposit: These investments are permitted if invested through a broker or depository institution that has its main office or a branch office in this state and is eligible under Section 2256.010 of the Public Funds Investment Act.

7.3 Obligations of the United States Treasury: United States Treasury Bills, Notes and Bonds are authorized investments of the City of Sherman. For purposes of collateral against the City's investments, the maximum length of remaining maturity may be fifteen years, as long as the total market value of the securities pledged against the City's investments always exceeds those investments.

7.4 Obligations of Agencies or Instrumentalities of the United States: United States Agency securities are authorized investments of the City provided that they are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its respective agencies and instrumentalities. For purposes of collateral against the City's investments, the maximum length of remaining maturity may be fifteen years, as long as the total market value of the securities pledged against the City's investments always exceeds those investments.

7.5 Investment Pools: Public funds investment pools which have been created to function as a money market mutual fund are authorized investments of the City provided that they meet the following criteria: (1) they are continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service; (2) they mark their portfolio to market daily; (3) they maintain a stable net asset value of no less than .995 and no more than 1.005; (4) they limit their investments to those allowable to local governments by state law; and, (5) they meet or exceed the initial and monthly disclosure requirements of applicable state law. Deposits in investment pools that contain commercial paper are not authorized.

7.6 Repurchase Agreements; Bankers' Acceptances: These investment options are authorized for the City of Sherman only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests. The direct investment in repurchase agreements and bankers' acceptances by the City of Sherman is not authorized. However, indirect investment in repurchase agreements by the City's depository under a sweep arrangement is allowable for purposes of this policy.

7.7 Direct Obligations of this State or its Agencies and Instrumentalities: State agency means an office, department, commission, board or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities rated no lower than A or at an equivalent rating by at least one nationally recognized rating service.

	Target Investment Level	Portfolio Cap	Maximum Maturity
Demand Deposits		100%	
Certificates of Deposit	25%	30%	5 years
U.S. Treasury Obligations	80%	85%	5 years
U.S. Agency Obligations	45%	50%	5 years
Investment Pools	45%	50%	
State of Texas Obligations	45%	50%	5 years

8.0 Prohibited Securities:

8.1 Allowed by State Law but Prohibited by This Policy: The following instruments are eligible for investment by local governments according to state law, but have been intentionally prohibited for the City by this policy: collateralized mortgage obligations; obligations of states, counties, cities, and other political subdivisions; bonds issued by the State of Israel; securities lending programs; guaranteed investment contracts; mutual funds; commercial paper; and investment pools except those pools which are created to function as money market mutual funds. This prohibition is in view of the time constraints on and the expertise level of the

investment officers.

8.2 Expressly Prohibited by State Law and This Policy: The following securities are expressly prohibited by state law and this policy: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjust opposite to the changes in a market index (inverse floaters).

9.0 Limits on Maturity of Entire Portfolio:

The following limits on the maturities of investments apply to the entire City portfolio, except for the bond proceeds. The funds on deposit at the bank depository are included in the calculation of these percentages:

Available within 1 month	At least 25% of the portfolio
Available within 3 months	At least 33% of the portfolio
Available within 6 months	At least 45% of the portfolio
Available within 1 year	At least 60% of the portfolio
Available within 2 years	At least 70% of the portfolio
Available within 3 years	At least 80% of the portfolio
Available within 4 years	At least 90% of the portfolio
Available within 5 years	100% of the portfolio

For the City portfolio, excluding any bond proceeds, the maximum average dollar-weighted maturity shall be 500 days.

10.0 Collateralization:

In accordance with state law and the depository contract, all demand deposits and all time deposits will be collateralized by the pledging of investment securities or by letters of credit from Federal Home Loan Bank. If securities are used as collateral, the CFO or his designee must approve the security prior to its pledging. Pledged securities shall always be held by a third party and evidenced by a current safekeeping receipt.

11.0 Safekeeping:

All investment transactions, other than those with investment pools, shall be conducted on a delivery-versus-payment basis. Securities shall be held by a third party custodian and evidenced by current safekeeping receipts.

12.0 Internal Control:

The CFO shall establish a system of internal controls designed to prevent the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The

system shall contain, but is not limited to, the following items:

12.1 Competitive Bids: To purchase a direct investment, the CFO or his designee shall seek at least three bids from firms listed on the approved list of brokers and dealers. Bids shall be in writing and may be delivered to the City in person or via electronic facsimile or email. The award shall be on the basis of the highest yield to the City. Records of the bids and award shall be maintained by the CFO's office, or the office of his designee.

12.2 Delivery-Versus-Payment: The safekeeping agent must receive all investments, other than investment pool funds, before funds are released for their purchase.

12.3 Compliance Audit: In conjunction with its annual financial audit, the City shall require a compliance audit of management controls on investments and adherence to this policy.

12.4 Collateral: Evidence of pledged collateral shall be maintained by the Chief Financial Officer or his designee. Collateral shall be reviewed weekly to assure that the market value of the pledged securities is adequate.

12.5 Other Components: Other sections of this policy contain aspects of internal control procedures. These include holding securities until maturity, providing adequate training for all investment officers, requiring vendors to meet minimum qualifications before selling securities to the City, disclosing personal or business relationships between investment officers and vendors, and regular reporting of investments to the City Council.

13.0 Valuation:

The market value of each investment in the City's portfolio will be calculated quarterly, on the following basis:

13.1 Bank Deposits: Bank deposits are denominated in cash and, therefore, their face value and market value are identical. Deposit levels will be monitored daily via telephone or electronic means and confirmed on the monthly bank statement.

13.2 Investment Pools: Monthly statements are received from the investment pools which show the amount on deposit and the market value of the pool as a percentage of the book value. The market value of the investment pools will be the product of these two figures.

13.3 Treasury Notes: The market value of Treasury Notes will be obtained from the City's third-party securities custodian.

13.4 Treasury Bills: The market value of Treasury Bills will be obtained from the City's third-party securities custodian.

13.5 Agencies: The market value of Agency securities will be obtained from the City's third-party securities custodian.

14.0 Credit Ratings:

The credit rating of each investment in the City's portfolio will be determined quarterly from

Standard and Poor's.

15.0 Performance Standards:

For each of the City's investment objectives, following are the performance standards:

15.1 Safety: All investment principal is maintained.

15.2 Liquidity: Sufficient cash is maintained or can be generated to pay all current obligations without selling direct securities or incurring loss of principal.

15.3 Yield: Yield on the portfolio of City funds, excluding demand deposits at the bank depository, should approximate the Treasury Bill yield having similar weighted-average maturities.

16.0 Reporting:

No less than quarterly, the investment officers shall prepare, sign, and present to the City Council a report of the City's investments in compliance with section 2256.023 of the Public Funds Investment Act.

17.0 Investment Policy Adoption and Revision:

The City Council shall adopt the written investment policy by resolution. Annually the City Council shall review the investment policy and strategy. Revisions to the policy shall be made by City Council resolution.

APPENDIX A

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Agencies: Federal agency securities.

Amortized cost: Cost of investments adjusted for amortized premiums and discounts.

Asked: The price offered for securities.

Bid: The price offered by a buyer of securities.

Book value: A term synonymous with amortized cost.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper (CP): An unsecured short-term promissory note issued by corporations, with maturities ranging from 2-270 days.

Coupon: (a) the annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Credit Risk: The risk of loss of principal and interest due to a failure of the security or broker.

Dealer: A dealer, as opposed to a broker, acts as a principal in all

transactions, buying and selling for his own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to \$100,000 per deposit.

Federal Funds Rate: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB): The institutions that regulate and lend

savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

Federal National Mortgage Association (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal reserve guidelines regarding purchases and sales of Government Securities in the open-market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C. 12 regional banks and about 5,700 commercial banks that are members of the system.

Government National Mortgage Association (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations,

and other institutions. Security holder is protected by full faith and credit of the U.S. Government, Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

Laddered Portfolio: Investment portfolio with securities in each maturity range (e.g. monthly) over a specified period of time.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in custody for investment and reinvestment.

Market Risk: The risk that the market value and interest earnings of an investment or a portfolio will fall due to changes in general interest rates.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank

or dealer defaults during the term of the agreement.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Offer: The price asked by a seller of securities.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks and a few unregulated firms.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

Treasury Bonds: Long-term U.S. Treasury securities having initial maturities of more than ten years.

Treasury Notes: Intermediate term coupon bearing U.S. Treasury securities having initial maturities from one to ten years.

Unrealized Gains (Losses): Increases (decreases) in the value of investments representing the difference between the amortized cost of the investments and their current market value. Increases (decreases) in value are caused primarily by changes in market interest rates subsequent to purchasing investments.

Weighted Average Rate of Return: Rate of return calculated based on

interest earnings and the length of actual holding for each individual security.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price of the security. (b) **Net Yield or Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield: The rate of annual income return on investment, expressed as a percentage.

APPENDIX B

APPROVED LIST OF BROKER/DEALERS

BOSC, Inc.
Sherman, TX

First Southwest Company
Dallas, TX

First Tennessee Financial Bank
Dallas, TX

First Public, LLC
Austin, TX

Vining Sparks
Frisco, TX

SAMCO Capital Markets
Dallas, TX

Southwest Securities
Dallas, TX

TexPool Participant Services
Dallas, TX

TexStar Participant Services
Dallas, TX

Landmark Bank
Sherman, TX



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5614**

**Authorizing the Execution of Deeds for the Resale of Properties
Seized for Delinquent Taxes**

Issue

The attached resolution authorizes Grayson County to auction certain tracts of real property that have been moved to the City of Sherman's ownership due to unpaid property taxes. It also authorizes the Mayor to sign deeds conveying these properties to the buyers.

Background

Grayson County will hold a tax resale auction on Wednesday, October 12th at 10:00 a.m. at the Grayson County Courthouse, Assembly Room, 2nd Floor Annex located in downtown Sherman. The properties to be sold have gone through a sheriff's sale without receiving a bid equal to or above the taxes owed against the property. Therefore, they have been moved to the ownership of a local government and will be sold at this auction. Ten properties owned by the City of Sherman jointly with other taxing entities will be included in the auction.

Origination

John W. Ramsey, Assessor and Collector of Taxes for Grayson County

Financial Consideration

A small amount of delinquent taxes will be collected by the auction; and the properties will be returned to the tax rolls. Proceeds from the auction will be distributed to each political subdivision on a pro-rata basis based on the taxes owed each entity.

Staff Recommendation

The staff recommends approving the resale of these properties, returning them to the tax rolls.

Alternatives

The City Council could deny the resolution.

Attachments

Resolution No. 5614

Correspondence and Highlighted Property Listing from Tax Assessor-Collector John Ramsey
Aerials of Eight (8) Sherman Properties

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5614

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF DEEDS FOR THE RESALE OF PROPERTIES SEIZED FOR DELINQUENT TAXES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, various tracts of real property have been struck-off/sold to Grayson County, Grayson County College, Choctaw Watershed District, Denison Independent School District, City of Denison, Gunter Independent School District, City of Gunter, Pottsboro Independent School District, S & S Consolidated Independent School District, Sherman Independent School District, City of Sherman, Whitesboro Independent School District, Whitewright Independent School District and City of Whitewright for delinquent taxes; and

WHEREAS, Grayson County, Grayson County College, Choctaw Watershed District, Denison Independent School District, City of Denison, Gunter Independent School District, City of Gunter, Pottsboro Independent School District, S & S Consolidated Independent School District, Sherman Independent School District, City of Sherman, Whitesboro Independent School District, Whitewright Independent School District and City of Whitewright desire to sell these properties and thereby place them back on the tax rolls; and

WHEREAS, Grayson County has scheduled a 2011 Tax Resale Auction to be held at the Grayson County Courthouse, Assembly Room, 2nd Floor Annex, 100 West Houston Street, Sherman, Texas, on Wednesday, October 12, 2011 at 10:00 a.m.; and

WHEREAS, there is no fee owed for placing these properties in the 2011 Tax Resale Auction;

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

SECTION 1. That the list of property attached to this resolution as Exhibit "A" shall be offered for sale at the 2011 Tax Resale Auction on October 12, 2011 at 10:00 a.m. at the Grayson County Courthouse, Assembly Room, 2nd Floor Annex, 100 West Houston Street, Sherman, Texas, free and clear of all tax liens held by the City of Sherman and may be sold for any price accepted by the auctioneer in this absolute auction.

SECTION 2. That Bill Magers, as Mayor of the City of Sherman, Texas, is hereby authorized to execute any deed or deeds necessary to complete the sale of said properties in conformance with this resolution and without further approval by this governing body.

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 _____, 2011.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



COURTHOUSE
100 W. HOUSTON • SUITE 11
P.O. BOX 2107
SHERMAN, TEXAS 75091-2107

OFFICE OF
JOHN W. RAMSEY
ASSESSOR AND COLLECTOR OF TAXES
GRAYSON COUNTY
www.co.grayson.tx.us

(903) 892-TAXS (8297)
(903) 893-VOTE (8683)
(903) 813-4225 (AUTO)
Fax: (903) 893-4973
e-mail: ramseyj@co.grayson.tx.us

TO: Judge Drue Bynum, Grayson County, Commissioner Johnny Waldrip, Pct.
1, Commissioner David Whitlock, Pct. 2, Commissioner Jackie Crisp, Pct. 3,
Commissioner Bart Lawrence, Pct. 4

Mr. Giles Brown, Vice President Business Services, Grayson County College

Mr. Beryl Mackey, Treasurer, Choctaw Watershed District

Mr. Robby Hefton, Chief Financial Officer /Assistant City Manager, City of
Sherman

Mr. Randy Reid, Assistant Superintendent of Business and Finance
Services, Sherman ISD

Ms. Susan Way, Finance Director, City of Denison

Mr. Lee McNair, Assistant Superintendent, Business Services, Denison ISD

Mr. Kevin Worthy, Superintendent, Gunter ISD

Mr. Mark Miller, City Administrator, City of Gunter

Dr. Kyle Collier, Superintendent, Pottsboro ISD

Mr. Robert Steeber, Superintendent, S & S CISD

Dr. Steve Kolb, Superintendent, Whitesboro ISD

Mr. Bill Goodson, Mayor, City of Whitewright

Mr. Steve Arthur, Superintendent, Whitewright Independent School District

FROM: John Ramsey

SUBJECT: 2011 Tax Resale Auction

DATE: August 25, 2011

The 2011 Tax Resale Auction will be held on Wednesday, October 12 at 10:00 A.M. at the Grayson County Courthouse, Assembly Room, 2nd Floor Annex, 100 W. Houston, Sherman, Texas. The auction will include various tracts of real property that have been

Page 2

struck off/sold to Grayson County, Grayson County College, Choctaw Watershed District, City and School of Sherman, City and School of Denison, , City and School of Gunter, Pottsboro ISD, S & S CISD, Whitesboro ISD, and City and School of Whitewright.

Enclosed find a Resolution and a list of the property that is to be included in the auction. Please present the Resolution to your jurisdiction for signatures at the next board or council meeting and send a copy of the minutes approving the sale and the Resolution to this office. Time is of the essence as October is fast approaching.

Sincerely,


John Ramsey

JR:kb

enclosure:

Exhibit "A" – List of Property

GRAYSON COUNTY RE-SALE AUCTION OCTOBER 12, 2011

#	CAUSE #	ORIGINAL OWNER NAME	PROPERTY ID#	ADDRESS	IBD	LEGAL DESCRIPTION	MIN BID \$	2011 GAD VAL	ATTY
1	09-3100	AMICUS LODGE NO 114	200-0402013		WW	N 3 ACs, ABSTRACT 482, KYLE FREELAND SURVEY	\$ 575.22	\$ 21,669.00	PBFCM
2	09-3238	LAVERN ANDERSON	D017-3116183	922 W GANDY/DENISON	DE	LOT 6, BLK 14, MILLER'S 1ST ADDN	\$ 505.53	\$ 29,485.00	LGBS
3	07-3679	RUBEN CASTILLO	02086551174	WHITESBORO	WB	LOTS 260 & 261, SHERWOOD SHORES SOUTH, UNIT 2	\$ 497.28	\$ 2,755.00	LGBS
4	07-3154	LARRY W COOK	D025-3102011	367 W MUNSON / DENISON	DE	L G R & T, BLK PT 14, 34.5X138, AC. 19	\$ 417.39	\$ 425.00	LGBS
5	06-3432	WILLIAM B EARMHART	D026-3026001	DENISON	DE	LOTS 4 - 7 AND 11 - 16, BLK 1, COOK'S FIRST ADDN	\$ 468.18	\$ 4,500.00	LGBS
6	07-3225	JACK B ELLISON II	S023-2122048	712 E SCOTT/SHERMAN	SH	LOT 2, BLK 8, JONES' SUMMITT ADDN	\$ 489.63	\$ 1,816.00	LGBS
7	02-3519	RENALDO EMERSON (TRACT 1)	X003-4562779	OAK / WHITEWRIGHT	WW	LOTS 1 & 2, BLK 35, OTP WHITEWRIGHT	\$ 345.76	\$ 11,200.00	PBFCM
8	02-3519	RENALDO EMERSON (TRACT 2)	X003-4562778	OAK / WHITEWRIGHT	WW	LOT 18, BLK 38, OTP WHITEWRIGHT	\$ 345.76	\$ 26,378.00	PBFCM
9	05-3324	LAURA FARABOUGH	283-02110422	DENISON	WW	G-0211 SAMUEL CRAIG A-G0211, ACRES 5.968±	\$ 544.35	\$ 56,220.00	PBFCM
10	07-3165	ALLEN GARRISON ET AL	D026-3062039	DENISON	DE	LOT 8, BLK 8, DUMAS ADDN	\$ 289.63	\$ 34,442.00	LGBS
11	06-3159	ROY L GLADEN SR	X004-0009055	405 MAPLE / WHITEWRIGHT	WW	507X128± OUT OF WH ANDERSON SURV A-G009 AND IN	\$ 672.01	\$ 5,347.00	PBFCM
12	06-3539	ELWARD GOEHRING (Tract 1)	00506535040	POTTSBORO	PB	LOT 65 PRESTON COVE EST SEC A/LOT 1	\$ 133.18	\$ 10,332.00	PBFCM
13	06-3539	ELWARD GOEHRING (Tract 2)	00506535039	POTTSBORO	PB	HOLLAND COFFEE SURVEY	\$ 133.18	\$ 10,332.00	PBFCM
14	06-3539	ELWARD GOEHRING (Tract 3)	00506535002	POTTSBORO	PB	LOT 4, LAKE SUBDIVISION	\$ 133.18	\$ 3,905.00	PBFCM
15	06-3539	ELWARD GOEHRING (Tract 4)	00506535008	POTTSBORO	PB	LOT 12, LAKE SUBDIVISION	\$ 133.18	\$ 5,610.00	PBFCM
16	00-3556	B H GUESS EST (TRACT 2)	194-0362022	POTTSBORO	WW	8.5 ACs, A-G0362, ALEXANDER EWING SURVEY	\$ 409.74	\$ 37,060.00	PBFCM
17	03-3153	MARY ANN HAMILTON	D011-3131103	327 W BOND ST / DENISON	DE	LOT 10, BLK 9, OTP CITY OF DENISON	\$ 469.83	\$ 1,500.00	LGBS
18	06-3185	HAMPTON RD BAPTIST CHURCH	01206521002		PB	LOT 1, BLK 13, LAKEVIEW ADDN	\$ 332.80	\$ 5,000.00	PBFCM
19	01-3477	HARD, SHIRLEY ANN ET AL	D026-3062075	115 MUNSON / DENISON	DE	LOT 12, BLK 11, DUMAS ADDN	\$ 501.03	\$ 2,400.00	LGBS
20	07-3277	J D MATFIELD	026A655253001	MULBERRY / POTTSBORO	PB	LOT 1198 SIMMONS SHORES	\$ 509.25	\$ 3,000.00	PBFCM
21	07-3567	OLA FAY HOGAN	D015-3156117	826 E GANDY / DENISON	DE	LOT 18, BLK 16, PERRY'S FIRST ADDN	\$ 489.63	\$ 2,400.00	LGBS
22	01-3542	MARY ANN HOOKS ET AL	D011-3154012	419 WELM / DENISON	DE	W 43° OF LOT 12 BLK 1 PATTERSONS ADDN	\$ 506.43	\$ 1,500.00	LGBS
23	07-3353	BILLY DAN HOWARD ET AL	S021-205606502	1417-1419 N HOARD/SHERMAN	SH	LOTS 1, 2 & 3, BLK 36, COLLEGE PARK SECOND ADDN	\$ 289.63	\$ 1,500.00	LGBS
			S021-205606508				\$ 7,500.00		
			S021-205606503				\$ 8,231.00		
24	06-3304	L E HUGHES ET AL	D004-0213305	1807 W WASHINGTON/DENISON	DE	961 ACs W R CARUTHERS SURVEY A-G0213	\$ 506.13	\$ 59,657.00	LGBS
25	07-3183	MILEY R JACKSON	D011-3131072	411 W WALKER/DENISON	DE	OTP DENISON, BLK 7, LOT 14, AC. 175	\$ 289.93	\$ 1,500.00	LGBS
26	09-3102	IMOGENE KAISER	Z001-600000801	PILOT GROVE RD / WW	WW	307X70, PART OF LOT 1, BLK 5, OTP PILOT GROVE	\$ 342.25	\$ 210.00	PBFCM
27	03-3220	WL KOINER ESTATE	D026-3228052	424 E SHEPARD / DENISON	DE	LOTS 3 & 4, BLK 4, WYMAN'S & HIGHLAND ADDN	\$ 506.13	\$ 3,000.00	LGBS
28	1-09-3135	LORENA LAMBERT	D025-3209023	815 S BURNETT / DENISON	DE	N 1/2 OF LOT 16, BLK 2, STONEMAN'S ADDN	\$ 489.63	\$ 4,250.00	LGBS
29	06-3279	ROBERT R LUSTER, ET AL	016-013000303	TIPPS / WHITESBORO	WB	2.377 ACs, JOHN BROWN SURVEY, ABSTRACT 132	\$ 505.53	\$ 50,041.00	LGBS
30	06-3307	H A MCCLOSKEY	052A6501029	POTTSBORO	PB	LOT 72, CAMP ANGLER ADDN	\$ 575.22	\$ 5,000.00	PBFCM
31	07-3106	ARCHIE D McFADDEN	053A6500082	REDBIRD LN / SADLER	SS	LOT 27, BLK M, UNIT 1, ALOHA GARDENS SUBDIVISION	\$ 517.50	\$ 2,900.00	PBFCM
32	1-09-3136	ALFRED MCCOURE ET AL	014A6548154	CAMBRIDGE DR/GORDONVILLE	WB	LOT 283, UNIT 4, SHERWOOD SHORES ADDN	\$ 481.38	\$ 2,181.00	LGBS
33	51-3708	J W MCMURRAY	Z001-6000007	PILOT GROVE RD	WW	PART OF LOTS 1 & 2, BLK 5, OTP PILOT GROVE	\$ 542.25	\$ 465.00	PBFCM
34	05-3258	CORRINE MILLER	D002-3091902	49 PARNELL / DENISON	DE	LOT 29, BLK 7, CUFF'S FIRST ADDN	\$ 489.83	\$ 1,620.00	LGBS
35	04-3243	DONALD GENE MOHLING	S047-2248024	SHERMAN	SH	107 ACs 31X150' OUT OF LOT 8, BLK 4, TURLEY ADDN	\$ 522.00	\$ 1,400.00	LGBS
36	07-3250	DAVE MOLLENHOUR, ET AL	056A659600601	HWY 881 / DENISON	DE	LOT 20, BLK 1, PERRIN CLUB ESTATES	\$ 497.28	\$ 3,000.00	LGBS
37	08-3260	DAVID WAYNE MORRIS	D025-3204178	500 W DWINGS/DENISON	DE	STEVENS ADDN, BLK 21, LOT N2 1	\$ 294.18	\$ 4,250.00	LGBS
38	91-3709	MINNIE O NEALEY EST	X002-4562046	E MILLER ST/WHITEWRIGHT	WW	LOT 7, BLK 13, GRAYSON COLLEGE ADDN	\$ 616.44	\$ 500.00	PBFCM
39	07-3399	SHELLEY FLOYD PHILLIPS	026A655243506	FIR DR / WHITEWRIGHT	WW	LOT 1073 SIMMONS SHORES ADDN	\$ 525.75	\$ 3,000.00	PBFCM
40	03-3260	BARBARA PIERCE	063-0002033		PB	BENNETT D W & HRS A-G0062, 1.34 ACs	\$ 519.60	\$ 17,152.00	PBFCM
41	06-3403	BEHROOZ RAHMAN	D009-3103014	1731 WELM / DENISON	DE	W50.33 FT OF LOT 12, BLK 2, LAKEVIEW ADDN (TRACT 2)	\$ 371.07	\$ 4,983.00	LGBS
42	06-3210	STEVEN J REYNOLDS (TRACT 2)	292-0606006	HWY 289	GU	8.894 ACs A-G0806, HOUSTON TEXAS BRAZORIA SURVEY	\$ 165.67	\$ 147,788.00	PBFCM
43	06-3210	STEVEN J REYNOLDS (TRACT 3)	292-0519006	HWY 289	GU	2.691 ACs A-G0519 HENRY A HAINING SURVEY	\$ 165.67	\$ 51,545.00	PBFCM
44	06-3210	STEVEN J REYNOLDS (TRACT 4)	268-0163001		GU	6.125 ACs A-G01053 BBB-CRR SURVEY	\$ 165.67	\$ 59,872.00	PBFCM
45	07-3331	FREDDY J SEAMSTER	D026-3228071	DENISON	DE	WYMAN'S & HIGHLAND VIEW ADDN, LOT 2, BLK 5	\$ 192.64	\$ 600.00	LGBS
46	07-3361	VESTA SHEREN	S023-2010017	N ELLIOTT / SHERMAN	SH	BELLMONT ADDN, LOT 138	\$ 298.18	\$ 1,200.00	LGBS
47	07-3202	HUBERT SPENCER	D024-3117209	1312 W OWMS / DENISON	DE	MILLERS 2ND ADDN, BLOCK 84, LOT 4	\$ 392.64	\$ 360.00	LGBS
48	06-3213	W W STEPHENS	026A6505103	WALLES DR / POTTSBORO	PB	LOT 48, BLK 5, CAMBRIDGE SHORES, UNIT 1	\$ 299.83	\$ 7,000.00	PBFCM
49	07-3428	WILLIE VERNON TATE, ET AL	013A6548549	WHITESBORO	WB	LOT 948, UNIT 1, SHERWOOD SHORES ADDN	\$ 488.94	\$ 2,181.00	LGBS
50	07-3286	TEXOMA MORTGAGES (TRACT 2)	S032-2055150	323 M LEE / SHERMAN	SH	LOT 1, BLK 27, COLLEGE PARK ADDN	\$ 688.57	\$ 6,588.00	LGBS
51	07-3365	RICHARD TODD TUCKER	S042-2181186	520 E JONES / SHERMAN	SH	0.103 ACs PT OF LOT 2, BLK 27, OTP SHERMAN	\$ 306.13	\$ 2,730.00	LGBS
52	07-3290	WATERCROFT COMMUNITY SCHL	194-0392039		WW	1.04 ACs ABSTRACT 382, ALEXANDER EWING SURVEY	\$ 517.50	\$ 14,477.00	PBFCM
53	09-3538	ALVIN C WOOD	026A6552258	TOY LN/POTTSBORO	PB	LOTS 620 & 621 SIMMONS SHORE ADDN	\$ 290.83	\$ 6,000.00	PBFCM



712 E Scott





Hoard Street
S021 205608602





1419 Hoard Street
S021 2056086





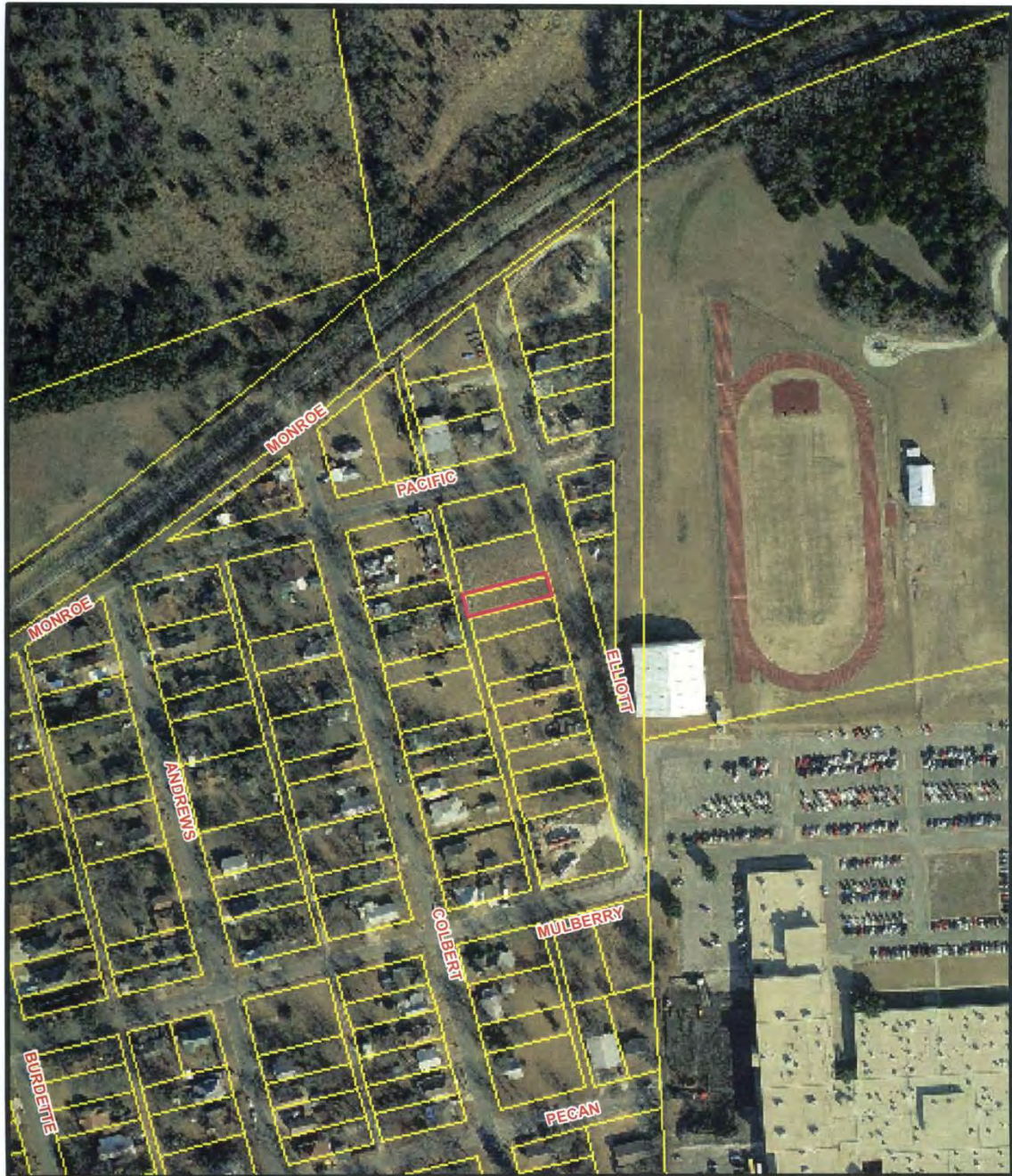
1417 Hoard Street
S021 205608603





Gribble Street
S047 2246024





N Elliott
S032 2010017





323 N Lee
S032 2055150





520 E Jones
S042 2181186





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5615**

**Accepting the Contract with TNT's Pipeline Corporation as Complete
for Construction of the Sherman Highway 75 North Sewer Contract "C"**

Issue

To consider acceptance of the contract with TNT's Pipeline Corporation as complete for the construction of the Sherman Highway 75 North Sewer Contract "C"

Background

TNT's Pipeline Corporation has completed all work required under their contract to construct the Sherman Highway 75 North Sewer Contract "C".

Origination

Greater Texoma Utility Authority (GTUA)

Financial Consideration

The project was funded through a GTUA revenue bond issue.

Staff Recommendation

It is recommended that the attached resolution be approved by the City Council.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5615

Project Close Out Documents

Project Location Map

Prepared by:
Mark Gibson, Engineering and Utilities Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5615

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH TNT'S PIPELINE CORPORATION AS COMPLETE FOR CONSTRUCTION OF THE SHERMAN HIGHWAY 75 NORTH SEWER CONTRACT "C"; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman has entered into a contract for construction of the Sherman Highway 75 North Sewer Contract "C" with TNT's Pipeline Corporation; and

WHEREAS, representatives of the City of Sherman and the project engineer have inspected the construction of the Sherman Highway 75 North Sewer Contract "C" and found the project to be complete;

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

SECTION 1. That the City of Sherman hereby formally accepts the contracted work of TNT's Pipeline Corporation for the construction of the Sherman Highway 75 North Sewer Contract "C" as complete.

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 _____, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: July 11, 2011

Project: SHERMAN HIGHWAY 75 NORTH SEWER CONTRACT "C"

Owner: Greater Texoma Utility Authority/City of Sherman

Contractor: TNT's PIPELINE CORPORATION

Date of Contract: March 22, 2010

Date of Project Completion: April 12, 2011

Final Contract Amount: \$262,240.50

The CONTRACTOR certifies that (1) all payments received from OWNER on account of WORK done under the CONTRACT have been applied to discharge obligations of CONTRACTOR incurred in connection with WORK; and (2) title to all materials and equipment incorporated in said WORK will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances.

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of two (2) years from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of two (2) years from the date of completion that all work under the CONTRACT is free from faulty materials in every particular and free from improper workmanship, and against injury from proper and usual wear, and agrees to replace or to re-execute without cost to the OWNER such work as may be found to be improper or imperfect and to make good all damages caused to the other work or materials, due to such required replacement or re-execution. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary to such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.

Contractor: TNT's PIPELINE CORPORATION

By: Charlie Pinner

Date: 7-18-2011

Attest: Jennifer L. Mize

CERTIFICATE OF PROJECT COMPLETION

Project: SHERMAN HIGHWAY 75 NORTH SEWER CONTRACT "C"

Date of Issuance: July 11, 2011

Owner: Greater Texoma Utility Authority/City of Sherman, Texas

Contractor: TNT's PIPELINE CORPORATION

Engineer: Freeman-Millican, Inc.

This Certificate of Project Completion applies to all Work under Contract Documents or to the following specified parts thereof:

All specified work

To: Greater Texoma Utility Authority/City of Sherman, Texas
OWNER

And to TNT's PIPELINE CORPORATION
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be complete in accordance with Contract Documents on

April 12, 2011
Date of Completion

From the date of Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Security, operation, safety, maintenance, heat, utilities, insurance

CONTRACTOR: Two Years Contractor's Guarantee (from the date of completion),
Payment and Performance Bonds

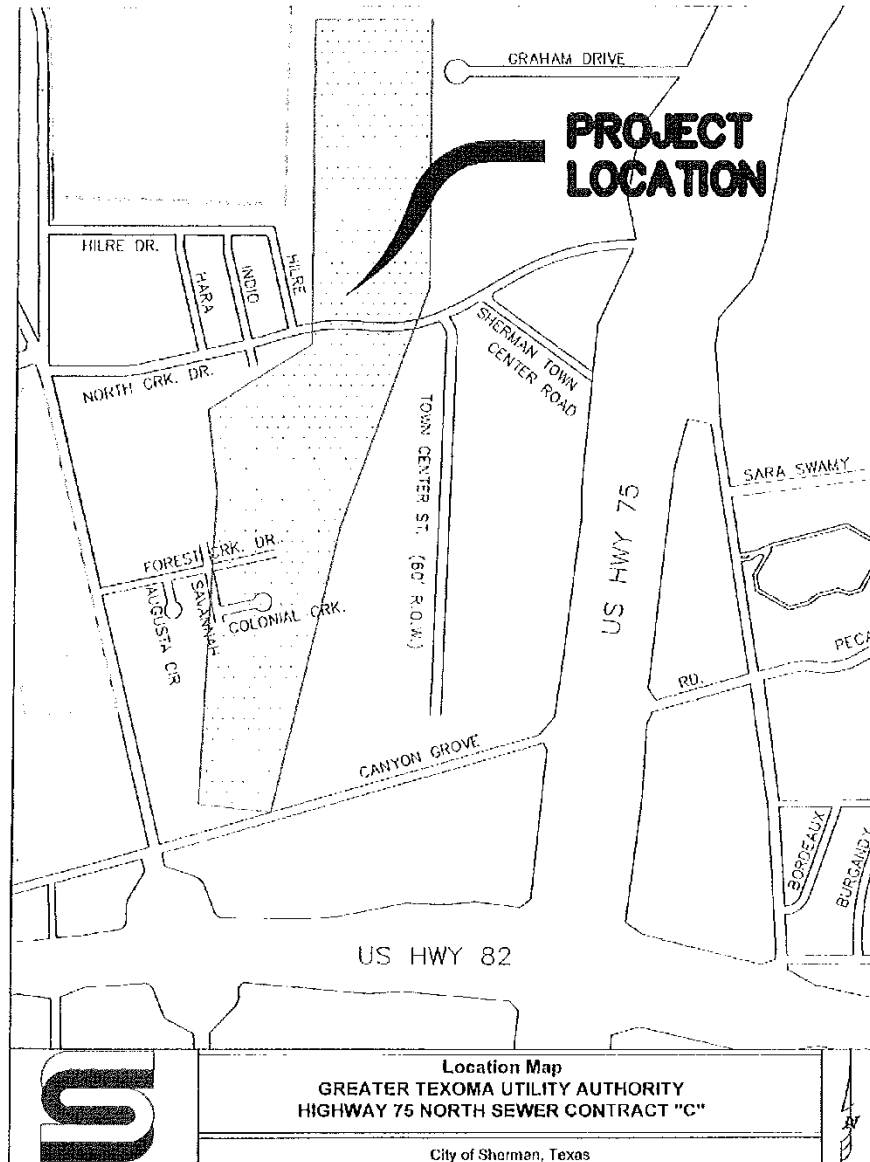
The following documents are attached to and made a part of this Certificate:

Contractor's Guarantee, and Final Pay Estimate

This certificate does not constitute an acceptance of work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligations to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on July 11, 2011.

Freeman-Millican, Inc.
ENGINEER
By: David S. Hattis





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. D.1

*** CHANGE ORDER NO. 1**

**Sherman Highway 75 North Sewer Contract "C"; TNT's Pipeline Corporation;
\$7,100.00 Decrease**

Issue

Change Order No. 1 is a final reconciliatory Change Order to adjust final project quantities for the Sherman Highway 75 North Sewer Contract "C".

Background

Contract "C" of the Sherman Highway 75 North Sewer Project has been completed. This project was funded through debt issued by Greater Texoma Utility Authority on the City's behalf. The majority of the cost decrease was due to the elimination of crushed stone trench foundation that was not required.

Origination

Department of Utility Services
Greater Texoma Utility Authority

Financial Consideration

The change order results in a \$7,100.00 decrease in the original contract amount of \$269,340.50, yielding a final contract price of \$262,240.50.

Staff Recommendation

It is recommended that Change Order No. 1 be approved.

Alternatives

As may be recommended by the City Council

Attachments

Change Order No. 1
Project Location Map

Prepared by:
Mark Gibson, Dir. of Engineering and Utilities

Approved by:
George Olson, City Manager

CHANGE ORDER NO. 1

PROJECT : SHERMAN HIGHWAY 75 NORTH SEWER CONTRACT "C"
OWNER : GREATER TEXOMA UTILITY AUTHORITY
CONTRACTOR: TNT's PIPELINE CORPORATION
ENGINEER : Freeman - Millican, Inc., Dallas, Texas
DATE : July 11, 2011

TO THE CONTRACTOR:

You are hereby authorized, subject to the Contract provisions, to make the changes as outlined in this change order No. 1 all in accordance with the plans and specifications.

P.15 - 40 square yards rip rap at \$50.00 per S.Y. not used.	(\$2,000.00)
P.16 - 250 square yards of stabilize finished grade with slope between 10% & 20% at \$4.00 per S.Y. not used.	(\$1,000.00)
P.18 - 100 cubic yards of crushed stone trench foundation at \$40.00 per cubic yard not used.	(\$4,000.00)
P.19 - 1 fence gap and gate at \$100.00 each not used.	(\$100.00)
Total decrease in contract amount	(\$7,100.00)

ATTACHMENT: Final Pay Application #4

Needed to reconcile final quantities provided in project.

Original Contract Amount	<u>\$289,340.60</u>
Revised Contract Amount with this Change Order No. 1	<u>\$282,240.60</u>

RECOMMENDED:

David E. Dattis
Freeman - Millican, Inc.

July 11, 2011

Date

APPROVED:

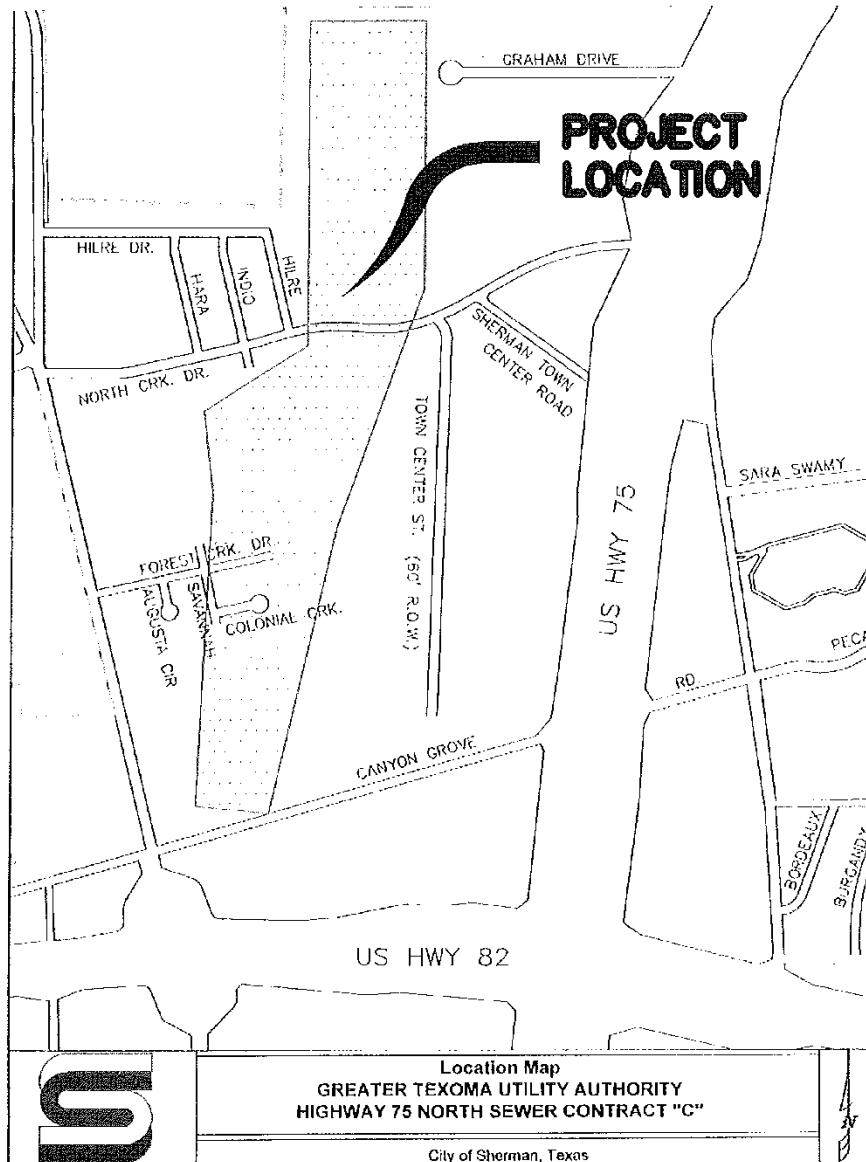
Charlie Prince
Contractor, Charlie Prince

7-18-2011

Date

Owner

Date





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. D.2

*** CHANGE ORDER NO. 1**

**Travis Street HMAC Mill and Overlay Project; R. K. Hall Construction Ltd.;
\$2,027.22 Decrease**

Issue

Change Order No. 1 is a final reconciliatory change order to adjust final project quantities for the Travis Street Mill and Overlay project.

Background

The Travis Street Mill and Overlay project between Washington Street and Jones Street has been completed. The change order results in a decrease of \$2,027.22 to the contract amount.

Origination

Department of Engineering

Financial Consideration

The change order resulted in a \$2,027.22 decrease in the total project cost, yielding a final revised contract amount of \$117,460.78.

Staff Recommendation

It is recommended that Change Order No. 1 be approved.

Alternatives

As may be directed by the Council

Attachments

Change Order No. 1

Prepared by:
Mark Gibson, Director of Engineering and Utilities

Approved by:
George Olson, City Manager



2810 NW LOOP 286
PARIS, TEXAS 75460
PHONE (903) 785-8941

August 2, 2011

Teague Nall and Perkins
Attn: Chris L. Schmitt P.E.
200 North Travis Street, Suite 500
Sherman, Texas 75090

Project: Travis Street Mill and Overlay
Owner: City of Sherman, Texas

Dear Chris:

As discussed at the pre-construction meeting with the City of Sherman, the milling and hot mix surfacing operations would only be allowed at night or weekends, and we all agreed that weekend operations would be the best for all involved.

We also discussed the affect this would have on the project schedule with down time awaiting the weekend for the milling and hot mix operations to approach. And we were given positive assurance that this time would be credited back to us.

Therefore, I am requesting that 10 calendar days be added to the contract for this time. From July 18th thru the 22nd and July 25th thru the 29th we were waiting for the upcoming weekend.

As always I appreciate your cooperation in this matter.

If you have any questions please feel free to contact me at my office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas M. Jones Jr.', written in a cursive, flowing style.

Thomas M. Jones Jr.
R.K. Hall Construction, Ltd.

CONTRACTOR'S CERTIFICATION

I, LARRY PAWITT the undersigned, upon oath to dispose and say that I have full knowledge of the above and foregoing account, that the said account is just, correct, due, and according to law and that the amount claimed after allowing all just credits, is now due and wholly unpaid, and that I am authorized to make this affidavit, so help me God.

CLAIMANT

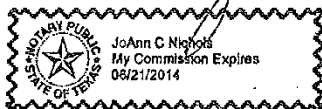
BY: [Signature]

Subscribed and sworn to before me

August 4, 2006,

my commission expires: 06/21/2014

Notary Public: [Signature]



ENGINEER'S CERTIFICATION

I certify that I have checked and verified this Estimate

No. _____ for the period of Final Payment to _____ inclusive, that the best of my knowledge and belief it is a true and correct statement of work performed and/or materials supplied by the Contractor, that all work and/or materials included in this estimate has been inspected by me and/or my duly authorized representative and that it has been performed and/or supplied in full accordance with the terms and conditions of the Contract.

BY: [Signature]

DATE: 8/5/11

REMARKS: _____

Original Contract Amount	\$ 119,488.00
Total Additions	-
Total Deductions	-
Contract as Revised To Date	\$ 119,488.00
Total Amount of Work Done to Date	\$ 117,460.78
Materials on Hand	-
Total Work and Materials	\$ 117,460.78
Amount Retained (0) Percent	0
Balance	\$ 117,460.78
Less Previous Payments	0
Amount Due On Contract Estimate	\$ 117,460.78
Contract Time/Calendar Days	30
Days Added or Deleted	0
Contract Time as Revised	30
Days Used This Estimate	30
Days Previously Used	0
Total Days Used	30
Days Remaining or (Late)	0
Contract Completion Date	8-3-11
Contractor's Estimated Completion Date	8-3-11

PROJECT DESCRIPTION Travis Street HMAC Mill AND Overlay
OWNER City of Sherman
IN ACCOUNT WITH R.K. HALL Construction, LTD
ADDRESS 6630 West FM 120
Denison, Tx 75020

PERIODIC ESTIMATE

[illegible]



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. D.3

OTHER BUSINESS

Receive Mr. Casey Smith's Presentation on Transportation EXcellence for the 21st Century ("TEX-21") and the US 75 Corridor; Consider Invitation to Participate in the TEX-21 US 75 Corridor Task Force

Issue

Invitation to join Transportation EXcellence for the 21st Century ("TEX-21") and participate in the TEX-21 US 75 Corridor Task Force

Background

Mr. Casey Smith, Public Policy Consultant for Dean International, Inc., has requested the opportunity to make a presentation to the City Council on the vision, goals and objectives of TEX-21 and extend an invitation to join TEX-21 and participate in the TEX-21 US 75 Corridor Task Force in its endeavor to strengthen and highlight the many needs of the US 75 Corridor.

Origination

Mayor Bill Magers

Mr. Casey Smith, Public Policy Consultant for Dean International, Inc.

Financial Consideration

There is no financial impact to this presentation.

Council Action Requested

Approve the City's participation in this program and designate a representative to serve in this capacity.

Attachments

Invitation from the TEX-21 Chair to Mayor Bill Magers

US Highway 75 Corridor Task Force Vision, Goals and Objectives

Map of Congressional High Priority Corridors on the National Highway System

Description of Corridors lying within the State of Texas

Prepared and Approved by:
George Olson, City Manager



TRANSPORTATION EXCELLENCE FOR THE 21ST CENTURY

BETTER MOBILITY THROUGH BETTER POLICY

2011 TEX-21 OFFICERS

RICK STOPFER, CHAIR
Irving, Mayor Pro Tem

PATRICK HAYS, SECRETARY
North Little Rock, AR Mayor

TIM WELCH, TREASURER
North Richland Hills Councilmember

JOHN ADDINGTON, VICE CHAIR
Bowie County Commissioner

JOHN COOK, VICE CHAIR
El Paso Mayor

2011 VOTING MEMBERS:

ABILENE * Larry Gilley
ADDISON * Kimberly Lay
ALICE * Dorella Elizondo
ALLEN * Peter Vargas
AUSTIN * Howard Lazarus
BEE COUNTY * David Silva
BOWIE COUNTY * John Addington
BROWNSVILLE * Patricio M. Ahumada, Jr.
COLLEGE STATION * Nancy Berry
COLLEYSVILLE * David Kelly
COLLIN COUNTY * Keith Self
CORPUS CHRISTI * Rudy D. Garza
DALLAS * Tammie Atkins
DALLAS AREA RAPID TRANSIT * Bill Velasco
DALLAS COUNTY * Elise Garcia
DALLAS COUNTY UTILITY & RECLAMATION
DISTRICT * Jacky Kuros
DECATUR * Joe Lambert
DENTON * Pete Kamp
EL PASO * John Cook
FOREST HILL * Jo Pirle
FORNEY * Brian Brooks
FRISCO * Maher Maso
GARLAND * Ronald Jones
GRANDPRAIRIE * Mickey Pearson
GREENVILLE * Steve Alexander
HIGHLAND VILLAGE * Michael Leavitt
HOPKINS COUNTY * Chris Brown
HUTCHINS * Artis Johnson
IRVING * Rick Stopfer
KILLEEN * George Lueck
MANSFIELD * Mike Leyman
MCKINNEY * Brian Loughmiller
MELISSA * Reed Greer
MESQUITE * John Monaco
NORTH LITTLE ROCK * Pat Hays
NORTH RICHLAND HILLS * Oscar Trevino
PHARR * Aden Faras
PORTS-TO-PLAINS TRADE CORRIDOR
COALITION * Michael Reeves
ROCKWALL * Julie Couch
ROCKWALL COUNTY * David Magness
ROWLETT * Lynda Humble
SOUTHLAKE * Pamela Muller
SULPHUR SPRING * Marc Maxwell
TARRANT COUNTY * Gary Fickes
TEMPLE * David Blackburn
TEXARKANA, AR * Harold Boldt
TEXAS AIRPORTS COUNCIL * John Hopp
TITUS COUNTY * Brian Lee
WAKAHACHE * Paul Stevens
WINE COUNTY * Bill McElhenny
WYLLIE * Mindy Manson

2011 ASSOCIATE MEMBERS:

AAA TEXAS * Anne O'Brien
HARRISON, WALKER, & HARPER, L.P.
Chip Harper
PARR EDC * Steve Gilbert

2011 RESOURCE AGENCIES:

ARK-TEX COUNCIL OF GOVERNMENTS
L.D. Williamson
TEXAS SOUTHERN UNIVERSITY
Carol Robinson
TEXAS TRANSPORTATION INSTITUTE
Dennis Christiansen

The Honorable Bill Magers
Mayor, City of Sherman
220 W. Mulberry
Sherman, TX 75090

Re: Invitation to Join TEX-21 and Participate in the TEX-21 US 75 Corridor Task Force

Building on the momentum from successes in the recent legislative session with ideas from the US 75 Corridor Task Force that has been newly formed by the statewide transportation advocacy group Transportation EXcellence for the 21st Century (TEX-21), I would like to formally invite you to join TEX-21 in this new endeavor to strengthen and highlight the many needs of the US 75 Corridor. By coming together to pursue the policies that improve this entire strategic region, everyone along this highly utilized Corridor stands to benefit from working together.

TEX-21, a group with which several of you are quite familiar, and one that many in the region are actively involved with, has put its full weight behind this effort and will seek to lift up the needs and elevate the overall priority of one of the busiest, most important Corridors in the entire State of Texas by working to secure changes in both policy and physical infrastructure including initiating the steps necessary for US 75 to gain the title of a Congressionally designated High Priority Corridor and eventually gain Interstate Highway status. By attaining this level of recognition, US 75 will become eligible for additional federal dollars and we will ensure that this important Corridor receives the long term attention that it most certainly deserves. By working together as cities and counties along the route moving together in one direction towards this success, that will create greater potential for businesses choosing to locate their headquarters in our region, result in improved infrastructure to more safely and efficiently accommodate the vast amount of goods and passenger traffic that pass through our communities each day, and greatly enhance the potential of our Corridor to continue as a leading conduit for goods and services upon completion of the Panama Canal's expansion in 2014.

Enclosed you will find the Visions, Goals, and Objectives of the US 75 Corridor Task Force. This will serve as the framework for moving forward with the momentum created by this effort and will lay the groundwork for the strategies and tactics that will result in the numerous successes of this Task Force in the near future. Please take a moment to review these and offer any suggestions as we work together in this effort to maximize the possibilities within this Corridor.

We look forward to working closely with you through TEX-21 and this Task Force to elevate the US 75 Corridor to the status it deserves.

Should you have any questions or require any additional information, please contact Casey Smith with Dean International, Inc., TEX-21's public policy consultants, at 214.750.0123 or csmith@dean.net

Sincerely,

Hon. Rick Stopfer
Chair, TEX-21
Mayor Pro Tem, City of Irving

DEAN INTERNATIONAL, INC.
PUBLIC POLICY CONSULTANTS
8080 PARK LANE, SUITE 600 • DALLAS, TEXAS 75231
Phone (214) 750-0123 • Fax (214) 750-0124
www.TEX21.net

US Highway 75 Corridor Task Force

VISION, GOALS & OBJECTIVES

VISION

The TEX-21 US 75 Corridor Task Force will bring together key stakeholders along the entire US 75 Corridor in Texas and into Oklahoma tasked with the creation of a renewed focus on reinvigorating and greatly enhancing the commerce of transportation along one of the most vibrant and fastest-growing transportation Corridors in the country. Through the results-driven, focused collaboration made possible by the leadership and expertise of TEX-21, the full potential of this Corridor can be realized.

GOALS

The members of the TEX-21 US 75 Corridor Task Force will pursue policies and infrastructure improvements along the Corridor that will better enable the safe, fast, and efficient movement of goods to and along the Corridor, thereby enhancing ongoing efforts to attract and retain world-class corporate residents to this growing region. By fostering and encouraging an informed and energized effort at the federal and state levels focused on the importance and potential of the US 75 Corridor, the Corridor will be positioned to better provide for the mobility needs of the region's corporate and residential citizens.

OBJECTIVES

The TEX-21 US 75 Corridor Task Force will seek to raise the status of US Highway 75 to a Congressionally Designated High Priority Corridor, and eventually seek to include it as part of the US Interstate Highway system, thereby qualifying it through both of these goals for the additional funds and improvements of which it is clearly deserving.



Congressional High Priority Corridors on the National Highway System



Note:

- ** Corridor numbers correspond to statutory listing in Section 1105(c) of ISTEA, as amended.
- ** Colors are added for clarity only.
- ** Dash black lines indicate relatively long sections of corridor overlap.
- ** Corridors based on information available as of September 7, 2006.
- ** In some corridors, alignments are in project development stage.

Federal Highway Administration
Office of Interstate and Border Planning
May 8, 2008

18. Corridor from Sarnia, Ontario, Canada, through Port Huron, Michigan, southwesterly along Interstate Route 69 through Indianapolis, Indiana, through Evansville, Indiana, Memphis, Tennessee, Mississippi, Arkansas, Shreveport / Bossier Louisiana, to Houston, Texas, and to the Lower Rio Grande Valley at the border between the United States and Mexico, as follows: [I-69]
 - a. In the Lower Rio Grande Valley, the Corridor shall--
 - i. include United States Route 77 from the Rio Grande River to Interstate Route 37 at Corpus Christi, Texas, and then to Victoria, Texas, via United States Route 77; [I-69 East]
 - ii. include United States Route 281 from the Rio Grande River to Interstate Route 37 and then to Victoria, Texas, via United States Route 59; [I-69 Central] and
 - iii. include the Corpus Christi North-side Highway and Rail Corridor from the existing intersection of United States Route 77 and Interstate Route 37 to United States Route 181, including FM511 from United States Route 77 to the Port of Brownsville.
20. United States Route 59 Corridor from Laredo, Texas, through Houston, Texas, to the vicinity of Texarkana, Texas. [I-69]
23. The Interstate Route 35 Corridor from Laredo, Texas, through Oklahoma City, Oklahoma, to Wichita, Kansas, to Kansas City, Kansas/ Missouri, to Des Moines, Iowa, to Minneapolis, Minnesota, to Duluth, Minnesota, including I-29 between Kansas City and the Canadian border and the connection from Wichita, Kansas, to Sioux City, Iowa, which includes I-135 from Wichita, Kansas to Salina, Kansas, United States Route 81 from Salina, Kansas, to Norfolk, Nebraska, Nebraska State Route 35 from Norfolk, Nebraska, to South Sioux City, Nebraska, and the connection to I-29 in Sioux City, Iowa.
27. The Camino Real Corridor from El Paso, Texas, to Denver, Colorado, as follows:
 - A. In the State of Texas, the Camino Real Corridor shall generally follow--
 - i. arterials from the international ports of entry to I-10 in El Paso County; and
 - ii. I-10 from El Paso County to the New Mexico border
 - B. In the State of New Mexico, the Camino Real Corridor shall generally follow--
 - i. I-10 from the Texas Border to Las Cruces; and
 - ii. I-25 from Las Cruces to the Colorado Border.
38. The Ports-Plains Corridor from Laredo, Texas, via I-27 to Denver Colorado, shall include:
 - i. In the State of Texas the Ports-to-Plains Corridor shall generally follow United States Route 287 from Dumas to the border between the States of Texas and Oklahoma, and also United States Route 87 from Dumas to the border between the States of Texas and New Mexico.
 - ii. In the State of Oklahoma, the Ports-to-Plains Corridor shall generally follow United States Route 287 from the border between the States of Texas and Oklahoma to the border between the States of Oklahoma and Colorado.
51. The SPIRIT Corridor on United States Route 54 from El Paso, Texas, through New Mexico, Texas, and Oklahoma to Wichita, Kansas.
55. In Texas, Interstate Route 20 from Interstate Route 35E in Dallas County, east to the intersection of Interstate Route 635, north to the intersection of Interstate Route 30, northeast through Texarkana to Little Rock, Arkansas, Inter-state Route 40 northeast from Little Rock east to the proposed Interstate Route 69 corridor.
56. In the State of Texas, the La Entrada al Pacifico Corridor consisting of the following highways and any portion of a highway in a corridor on 2 miles of either side of the center line of the highway:
 - a. State Route 349 from Lamesa to the point on that highway that is closest to 32 degrees, 7 minutes, north latitude, by 102 degrees, 6 minutes, west longitude.
 - b. The segment or any roadway extending from the point described by subparagraph (A) to the point on Farm-to-Market Road 1788 closest to 32 degrees, 0 minutes, north latitude, by 102 degrees, 16 minutes, west longitude.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. D.4

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. D.5

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. D.6

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. D.7

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 9-19-2011

Subject: Agenda Item No. D.8

COUNCIL CALENDAR

2011

CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		4	5	6	7	1
2	3					8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

01/03/11 - January 3rd Council meeting cancelled
01/17/11 - M.L.K., Jr. Birthday / Regular Council Meeting
02/21/11 - Washington's Birthday / Regular Council Meeting
03/03/11 - 12 Noon Long-Term Planning Meeting
03/28/11 - 12 Noon Called Meeting for PH & Adoption of Ord. #
(Annexation of 23.065 acres south of Dripping Springs Road and west of Cedar Park Village)
04/21/11 - 12 Noon Budget Planning Meeting in Council Chambers
06/17/11 - 8:00 AM Budget Workshop in Council Chambers
06/23/11 - 12 Noon Joint Meeting with SEDCO Board (Ramp Rev.)

07/04/11 - Independence Day - No Meeting Called for 07/05/11
09/05/11 - Labor Day / Called Council Meeting on 09/06/11
~~09/22/11 - 12 Noon Called Joint Meeting with SEDCO Board~~
10/03/11 - 5:15 PM Called Joint meeting with SEDCO Board
10/24/11 - 12 Noon Called Meeting for Annexation Ordinance
(U.S. Highway 82 and S.H. 289)
11/08/11 - City Council Election
11/16/11 - 12 Noon Called Meeting to Canvass Election Results