

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JULY 21, 2008
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 MEETING OF JULY 7, 2008](#)

Proclamation

- A.5 [PROCLAMATION](#)
“General Sidney Sherman Day” – July 23, 2008

Special Presentation

- A.6 [SPECIAL PRESENTATION](#)
Accepting “Cause for Paws” Funds from Dillingham Students Madison Parker and Emma Boswell and Piner Student Nisha Mistry to Benefit the Sherman Animal Shelter

Public Hearing

- B.1 [PUBLIC HEARING](#)
Conduct the Second Public Hearing Concerning the Annexation of Approximately 2.8 Acres along the Travis Street Right-of-Way South of Austin Landing (F.M. 131) in the City of Sherman’s Extra Territorial Jurisdiction
- B.2 [PUBLIC HEARING](#)
Conduct the Second Public Hearing Concerning the Annexation of Approximately 3.72 Acres at 5003 Travis Street (F.M. 131) in the City of Sherman’s Extra Territorial Jurisdiction
- B.3 [PUBLIC HEARING](#)
Conduct the Second Public Hearing Concerning the Annexation of Approximately 858.774 Acres along U.S. Highway 75, between Loy Lake Road and the Union Pacific Railroad South of Highway 691, in the City of Sherman’s Extra Territorial Jurisdiction

Introduction and Public Hearing of Ordinances

- B.4** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5545](#)
Amending Chapter 1 of the Code of Ordinances, “General Provisions”, at Article 1.13, “Unclaimed and Surplus Property”
- B.5** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5546](#)
Amending Ordinance No. 4871 to Provide for the Removal of “No Parking” Signs Restricting Parking along Portions of Fairview Street, between Shannon Street and Crockett Street, within the City Limits of the City of Sherman
- B.6** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5547](#)
Providing for Permanent “No Parking” Signs Restricting Parking along Portions of Park Avenue within the City Limits of the City of Sherman
- B.7** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5548](#)
Providing for Permanent “No Parking” Signs Restricting Parking along Portions of South Montgomery Street within the City Limits of the City of Sherman
- B.8** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5549](#)
Providing for Permanent “No Parking” Signs Restricting Parking along Portions of North Bledsoe Street and North Luckett Street within the City Limits of the City of Sherman

Close Public Hearing and Consider Adoption of Ordinances

- B.9** [ADOPTION OF ORDINANCES](#)
Consider Adoption of Ordinance Numbers:
a) 5545
b) 5546
c) 5547
d) 5548
e) 5549
- B.10** [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. 5236](#)
Authorizing Execution of an Interlocal Cooperation Agreement with the City of Van Alstyne for Non-Emergency Ambulance Transfer Services

C.2 [* RESOLUTION NO. 5237](#)

Awarding a Bid to and Authorizing Execution of a Contract with Saber Development Corp. for Replacement of the Highland Avenue Water Main between McGee Street and Taylor Street

C.3 [* RESOLUTION NO. 5238](#)

Awarding a Bid to and Authorizing Execution of a Contract with R.K. Hall Construction, Ltd. for the 2007-2008 Street Mill and Overlay Program

C.4 [* RESOLUTION NO. 5239](#)

Authorizing Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1614 South Montgomery Street

C.5 [* RESOLUTION NO. 5240](#)

Authorizing Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 416 West Staples Street

C.6 [* RESOLUTION NO. 5241](#)

Authorizing Execution of an Agreement with Jose and Crisalidad Torres for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1817 East Alma Avenue

C.7 [* RESOLUTION NO. 5242](#)

Authorizing Execution of a Fifth Amendment to the Original Software License and Service Agreement with SunGard OSSI, hereinafter SunGard Public Sector Incorporated, Relating to the Deletion of Certain Unused Implementation Services

Request to Advertise

D.1 [* REQUEST TO ADVERTISE](#)

Annual Bid for City Fleet and Equipment Fuel

Payment Approval

D.2 [PAYMENT APPROVAL](#)

Approve Payment to A-S 71 Sherman-Phase III, L.P., a Texas Limited Partnership (NewQuest Properties) in Relation to the Purchase of Infrastructure at the Sherman Town Center

Other Business

D.3 [OTHER BUSINESS](#)

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Chairman Joe Fallon, Jr. and SEDCO President John Boswell

D.4 [* OTHER BUSINESS](#)

Replat Approval of Lots 1 and 2, Block A of the Replat of O’Hanlon Ranch Addition, Phase 1A; Randy and Leta Williams and Fischer & Mata Construction, Owners (2900 and 2904 Canyon Creek Drive)

D.5 [* OTHER BUSINESS](#)

Replat Approval of the Replat of Lot 19, Block 3 and a Portion of Harrison Street between Blocks 3 and 4 of J.C. Linnstaedt’s Addition; Ron Barton, Owner (1624 East King Street)

D.6 [CITIZEN REQUESTS](#)

D.7 [MEDIA QUESTIONS](#)

D.8 [COUNCIL COMMENTS](#)

Executive Session

E.1 [EXECUTIVE SESSION](#)

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

Section 551.071 Consultation with City Attorney Concerning Legal Matters:
a) Panda Energy

Section 551.074 Consider the Qualifications, Appointment and Removal of
Members to Boards and Commissions:
a) Planning and Zoning Commission (Chairman)

Section 551.087 Deliberations Regarding Economic Development Negotiations:
a) Deliberate Regarding Commercial or Financial Information
 that the City has Received from Business Prospects and
 Deliberate any Offers or Incentives to the Business
 Prospects, including the following:
 1) Panda Energy

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)

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

F.2 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

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: 7-21-2008

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: 7-21-2008

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: 7-21-2008

Subject: Agenda Item No. A.4

APPROVE MINUTES

THE REGULAR CITY COUNCIL MEETING OF JULY 7, 2008

July 7, 2008

**MEMBERS PRESENT: MAYOR BILL MAGERS.
COUNCIL MEMBERS ADAMI, HOWETH, SMITH, SOFTLY,
STEELE.**

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council Meeting of June 10, 2008 (Budget Planning Meeting) and the Regular City Council Meeting of June 16, 2008. Council Member Adami moved to approve the Minutes as presented; Second by Council Member Smith. All present voted AYE. MOTION CARRIED.

**ORD 5534
ANNEXATION
HWY 82 & HUDGINS
ROAD**

Mayor Magers called for a public hearing on Ordinance 5534: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX APPROXIMATELY 44.97 ACRES OF LAND AT THE INTERSECTION OF U.S. HIGHWAY 82 AND HUDGINS ROAD (STATE HIGHWAY 289) IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION. PROVIDING FOR A MUNICIPAL PLAN. PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER.

Mr. Schrader appeared representing Avex Group, the owner of the property. The annexation would allow them to began planning the use of the property.

No other citizens appeared before the City Council to discuss Ordinance 5534.

**ORD 5540
ZONE CHANGE
(5300 BLOCK OF
HWY 82 & 2600-2900
BLOCKS OF
HUDGINS RD.)**

Mayor Magers introduced Ordinance 5540 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 C-1 (RETAIL BUSINESS) DISTRICT IN THE 5300 BLOCK OF U.S. HIGHWAY 82 WEST AND THE 2600-2900 BLOCKS OF HUDGINS ROAD, BEING 22.27 ACRES IN THE

JAMES S. COFFEE SURVEY, ABSTRACT NO. 232 (PRESTON DORCHESTER PARTNERS, LTD, OWNERS; GEORGE R. SCHRADER, REPRESENTATIVE). PROVIDING FOR A REPEALER.

George R. Schrader, Avex Group

Mr. Schrader appeared representing Avex Group, the owner of the property. He offered to answer any questions that the Council might have.

No other citizens appeared before the City Council to discuss Ordinance 5540.

Mayor Magers introduced Ordinance 5542 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO SHERMAN BIBLE CHURCH (OWNERS), PREFERRED CARE PARTNERS MANAGEMENT GROUP, LP (PROSPECTIVE BUYER), AND THOMAS D. SCOTT (REPRESENTATIVE) TO ALLOW A CONVALESCENT HOME / SKILLED NURSING FACILITY IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AND O-1.1 (FM 1417) OVERLAY DISTRICT AT 2617 NORTH FM 1417 (HERITAGE PARKWAY), BEING LOTS 1 & 2, BLOCK 3, SECTION 2-1, CANYON CREEK ADDITION AND LOT 5, BLOCK 1 OF THE REPLAT OF BELVEDERE ESTATES ADDITION. PROVIDING FOR A REPEALER. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS. PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5542
SUP FOR
CONVALESCENT
HOME / SKILLED
NURSING FACILITY

Thomas Scott, P.O. Box 250, Weston, Texas

Mr. Scott appeared representing the request and was available to answer any questions.

No other citizens appeared before the City Council to discuss Ordinance 5542.

Mayor Magers introduced Ordinance 5543 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO VIRGINIA ARCHER REECE TRUST, BANK OF TEXAS, NA, TRUSTEE (OWNER), CARRUS SPECIALTY HOSPITAL (PROSPECTIVE BUYER), AND TEAGUE, NALL AND PERKINS (ENGINEERS) TO ALLOW A CONVALESCENT HOME / LONG TERM ACUTE CARE HOSPITAL IN A C-1 (RETAIL BUSINESS) DISTRICT, O-1.1 (FM 1417) OVERLAY DISTRICT, AND O-1 (75 & 82) OVERLAY DISTRICT AT 1810 U.S. HIGHWAY 82 WEST, BEING LOT 2 OF POST OAK CROSSING EAST ADDITION, A REPLAT OF LOTS 1-C, 1-D, 1-E AND 2-C OF POST OAK CROSSING ADDITION. PROVIDING FOR A REPEALER. PROVIDING THAT THIS

ORD 5543
SUP FOR
CONVALESCENT
HOME / LONG TERM
ACUTE CARE
HOSPITAL

SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS. PROVIDING A PENALTY NOT TO EXCEED \$2,000.

No citizens appeared before the City Council to discuss Ordinance 5543.

Mayor Magers introduced Ordinance 5541 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO BOONIE SANDERS (OWNER) AND SHILOH BRADFORD (REPRESENTATIVE) TO ALLOW AUTOMOBILE COLLISION REPAIR IN AN EXISTING STRUCTURE IN A C-2 (GENERAL COMMERCIAL) DISTRICT AND O-1.1 (FM 1417) OVERLAY DISTRICT AT 4915 NORTH FM 1417 (HERITAGE PARKWAY), BEING LOT 1, BLOCK 1 OF THE SANDERS ADDITION. PROVIDING FOR A REPEALER. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS. PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5541
SUP FOR
AUTO COLLISION
REPAIR

Lee Terrell, 2404 San Miguel

Mr. Terrell appeared representing himself and several property owners near the proposed location for the automobile collision repair shop. The site is the intersection of Plainview Road and FM 1417 and near the intersection of Fallon Road and FM 1417, which will go directly into Preston Road. Mr. Terrell said FM 1417 is the "left side" of Sherman, Texas and is a corridor to Lake Texoma, the North Texas Regional Airport, and to Grayson County College.

He felt this was a critical intersection which is not currently "damaged." He questioned locating a body shop in an Overlay District and in such an important corridor.

He felt upgrading the existing building would be positive, but upgrading it to a use that still doesn't work for that corridor. If the Council allows this to happen, there will be other similar uses located along FM 1417. He asked the Council to table the issue for further study and asked if they could schedule a workshop on the issue.

No other citizens appeared before the City Council to discuss Ordinance 5541.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5534

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX APPROXIMATELY 44.97 ACRES OF LAND AT THE INTERSECTION OF U.S. HIGHWAY

ORD 5534
ANNEXATION
HWY 82 & HUDGINS
ROAD

82 AND HUDGINS ROAD (STATE HIGHWAY 289) IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION. PROVIDING FOR A MUNICIPAL PLAN. PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER.

Ordinance 5540

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 IN THE 5300 BLOCK OF U.S. HIGHWAY 82 WEST AND THE 2600-2900 BLOCKS OF HUDGINS ROAD, BEING 22.27 ACRES IN THE JAMES S. COFFEE SURVEY, ABSTRACT NO. 232 (PRESTON DORCHESTER PARTNERS, LTD, OWNERS; GEORGE R. SCHRADER, REPRESENTATIVE). PROVIDING FOR A REPEALER.

ORD 5540

**ZONE CHANGE
(5300 BLOCK OF
HWY 82 & 2600-2900
BLOCKS OF
HUDGINS RD.)**

ACTION TAKEN.

Motion by Council Member Steele to approve Ordinance Nos. 5534 and 5540, as presented. Second by Council Member Adami.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 5541

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO BOONIE SANDERS (OWNER) AND SHILOH BRADFORD (REPRESENTATIVE) TO ALLOW AUTOMOBILE COLLISION REPAIR IN AN EXISTING STRUCTURE IN A C-2 (GENERAL COMMERCIAL) DISTRICT AND O-1.1 (FM 1417) OVERLAY DISTRICT AT 4915 NORTH FM 1417 (HERITAGE PARKWAY), BEING LOT 1, BLOCK 1 OF THE SANDERS ADDITION. PROVIDING FOR A REPEALER. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS. PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5541

**SUP FOR
AUTO COLLISION
REPAIR**

Mayor Magers agreed about the importance of maintaining the integrity of Heritage Parkway and said the Council has worked hard to put new standards in place.

He said currently there is a metal building on the proposed site and if the Specific Use Permit is granted, they would be required to comply with the standards of the Overlay District, including the masonry standards. Therefore the metal building will be upgraded with some type of masonry façade on all sides.

Council Member Steele said the new standards also call for a screened fence and he asked what material that would need to be. Scott Shadden, Director of Developmental Services, said the fence could be constructed of any material that complied with the FM 1417 Overlay District.

Mayor Magers said one major concern was about old junked cars sitting in front of the facility and he confirmed that the Overlay District required all junked cars to be stored behind the facility, screened, and not visible from the highway.

Mr. Terrell had addressed a “legal issue” involved and Council Members asked him to clarify this. Mr. Terrell said there is an existing metal building that has a right to have a use, but he asked what could be done to change this. He asked who moves the junked cars. He asked what could legally be done to prevent this.

Council Member Steele verified that if the Council denied the request, the property could remain in its current condition forever, as long as it was used for the same type of use. The Specific Use Permit is required because it is an auto repair facility. Council Member Steele added that the same type of use means the owner would not have to screen anything and the metal building would not have to be upgraded.

Mr. Terrell said the remaining property near the location would still have to meet the Overlay District standards even without this change.

Mayor Magers said his main concern is cars in front of the facility. He felt granting the Specific Use Permit would get a better looking building that can be properly screened. He confirmed that the Overlay District would prohibit the owners from leaving wrecked cars in front of the facility. Council Member Steele said the ordinance is in place to prohibit this, however enforcement is a different issue.

Jason Sofey, Chairman of the Planning and Zoning Commission, said the property is currently zoned C-2 and he asked what types of businesses would be permitted in a C-2 zone without complying with the Overlay District. Mr. Shadden said as an example, Texoma Parkway is zoned C-2 and everything there is a permitted use except the automobile related businesses. It could be a warehouse, motorcycle repair shop, and a boat dealership without changing the exterior and complying with the Overlay District.

Council Member Steele said the Council has an opportunity to improve the appearance of the building. He was not particularly happy to have this use on Heritage Parkway, however it is an opportunity to improve all four sides of the building and screen items behind the building. Otherwise it could sit in its current condition.

Council Member Smith verified that the Planning and Zoning Commission approved the Specific Use Permit unanimously, subject to compliance with the Overlay District.

Council Member Howeth verified that the buildings to the north of the veterinary clinic were used storage facility. Deputy Mayor Adami said it was a reuse of an existing building.

ACTION TAKEN.

Motion by Council Member Adami to approve Ordinance No. 5541, as presented. Second by Council Member Smith.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 5542

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO SHERMAN BIBLE CHURCH (OWNERS), PREFERRED CARE PARTNERS MANAGEMENT GROUP, LP (PROSPECTIVE BUYER), AND THOMAS D. SCOTT (REPRESENTATIVE) TO ALLOW A CONVALESCENT HOME / SKILLED NURSING FACILITY IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AND O-1.1 (FM 1417) OVERLAY DISTRICT AT 2617 NORTH FM 1417 (HERITAGE PARKWAY), BEING LOTS 1 & 2, BLOCK 3, SECTION 2-1, CANYON CREEK ADDITION AND LOT 5, BLOCK 1 OF THE REPLAT OF BELVEDERE ESTATES ADDITION. PROVIDING FOR A REPEALER. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS. PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5542

**SUP FOR
CONVALESCENT
HOME / SKILLED
NURSING FACILITY**

Mayor Magers said the Planning and Zoning Commission allowed them to use a temporary metal building for a year. He asked what enforcement there was to insure the metal buildings would be gone in a year.

Mr. Shadden said they are portable construction type trailers and are permitted for 18 months. After that, they will need to be removed. The company could request another permit if the trailers are still needed. Mayor Magers said metal buildings are not the long-term image the Council wants for Heritage Parkway.

Council Member Smith asked if the Planning and Zoning Commission had any concerns about the increase of traffic in the area. Mr. Shadden said they did not have those concerns at this location.

Council Member Steele said there were conditions attached by the Planning and Zoning Commission and he wanted to be sure those conditions would remain in place if the property is sold. The conditions include photographs of what the facility will look like.

Doreen McGookey, City Attorney, said the zone change with a Specific Use Permit can have conditions attached to assure compliance with the neighborhood. The photographs were attached to make it clear about the conditions required. Since it is a condition to the Specific Use Permit, they can be enforced. Mr. Shadden added that the final site plan will also be reviewed by the Planning and Zoning Commission.

Thomas Scott, P.O. Box 250, Weston, Texas

Mr. Scott appeared representing the project, and presented photographs of a similar facility in another town. He said they cannot use the exact building shown in the photograph because the architect sold the building and the new owners won't allow use of the plans.

He told the Planning and Zoning Commission that he will build a "similar building" that will be in keeping with the architecture of O'Hanlon Ranch, which is located across the road. The facility will be upscale and probably cost about \$8 million.

Council Member Smith verified that the facility can be built "in a manner that is consistent with" the photographs. Council Member Steele verified that it would far exceed the requirements of the Overlay District.

ACTION TAKEN.

Motion by Council Member Steele to approve Ordinance No. 5542, as presented. Second by Council Member Softly.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 5543

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO VIRGINIA ARCHER REECE TRUST, BANK OF TEXAS, NA, TRUSTEE (OWNER), CARRUS SPECIALTY HOSPITAL (PROSPECTIVE BUYER), AND TEAGUE, NALL AND PERKINS (ENGINEERS) TO ALLOW A CONVALESCENT HOME / LONG TERM ACUTE CARE HOSPITAL IN A C-1 (RETAIL BUSINESS) DISTRICT, O-1.1 (FM 1417) OVERLAY DISTRICT, AND O-1 (75 & 82) OVERLAY DISTRICT AT 1810 U.S. HIGHWAY 82 WEST, BEING LOT 2 OF POST OAK CROSSING EAST ADDITION, A REPLAT OF LOTS 1-C, 1-D, 1-E AND 2-C OF POST OAK CROSSING ADDITION. PROVIDING FOR A REPEALER. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS. PROVIDING A PENALTY NOT TO EXCEED \$2,000.

ORD 5543
SUP FOR
CONVALESCENT
HOME / LONG TERM
ACUTE CARE
HOSPITAL

Chris Schmitt, Teague, Nall and Perkins

Mr. Schmitt is the engineer for the project and was available for any questions the Council might have.

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5543, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

TABLED AT JUNE 2, 2008 COUNCIL MEETING:

Ordinance 5539

**ORD 5539
FIRE CODE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES, ENTITLED "FIRE PREVENTION AND PROTECTION," AT SECTION 5.03.002 TO ADOPT THE 2006 EDITION OF THE INTERNATIONAL FIRE CODE AND AT SECTION 5.03.003 TO PROVIDE FOR LOCAL AMENDMENTS TO THE FIRE CODE. PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES. PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Council Member Adami to remove Ordinance 5539 from table for discussion. Second by Council Member Smith.

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

VOTING NAY: None.

MOTION CARRIED TO REMOVE FROM TABLE.

Jeff Jones, Fire Chief, said as directed by Council, they have removed the amendments lowering the sprinkler requirements, so those sprinkler requirements as proposed in the ordinance will remain at 12,000 square feet, as written in the International Code. The only exception is that the Code requires a 5,000 square foot requirement on night clubs and places permitted to sell alcohol.

Mayor Magers said the City Council had received a "Resolution of Non-Support" from the Grayson-Fannin-Cooke County Home Builders Association. They proposed a 12,000 square foot minimum requirement for sprinklers.

Ron Barton, Member of the Grayson-Fannin-Cooke Home Builders Association, said they were glad the Council decided not to increase the standards. He did not feel that Sherman had reached that point yet. The density is not there for the restrictions.

ACTION TAKEN.

Motion by Council Member Softly to approve Ordinance No. 5539, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5228 - SUSPENDING THE AUGUST 8, 2008 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH

**RES 5228
ONCOR ELECTRIC
REQUESTED RATE
CHANGE**

REASONABLE RATES. APPROVING COOPERATION WITH ONCOR CITIES STEERING COMMITTEE TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS. REQUIRING REIMBURSEMENT OF CITY'S RATE CASE EXPENSES. REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUSPENDING THE AUGUST 8, 2008 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES. APPROVING COOPERATION WITH ONCOR CITIES STEERING COMMITTEE TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS. REQUIRING REIMBURSEMENT OF CITY'S RATE CASE EXPENSES. REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

Mayor Magers clarified that by approving the resolution the Council would be approving the suspension of the rate increases. A positive approval is a vote to keep the electricity rates as low as possible.

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution No. 5528, as presented. Second by Council Member Smith.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5229 – AUTHORIZING EXECUTION OF AN AGREEMENT REGARDING MUNICIPAL SERVICES WITH PRESTON DORCHESTER PARTNERS, LTD. FOR THE FUTURE CONSTRUCTION OF PUBLIC FACILITIES IN THE 5300 BLOCK OF U.S. HIGHWAY 82 WEST AND THE 2600-2900 BLOCKS OF HUDGINS ROAD, BEING 22.27 ACRES IN THE JAMES S. COFFEE SURVEY, ABSTRACT NO. 232 IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT REGARDING MUNICIPAL SERVICES WITH PRESTON DORCHESTER PARTNERS, LTD. FOR THE FUTURE CONSTRUCTION OF PUBLIC FACILITIES IN THE 5300 BLOCK OF U.S. HIGHWAY 82 WEST AND THE 2600-2900 BLOCKS OF HUDGINS ROAD, BEING 22.27 ACRES IN THE JAMES S. COFFEE SURVEY, ABSTRACT NO. 232 IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION.

CONSENT AGENDA.

RES 5229
CONSTRUCTION OF
PUBLIC FACILITIES

RESOLUTION NO. 5230 – AUTHORIZING EXECUTION OF FOUR ACCESS AGREEMENTS GRANTING RIGHT OF ENTRY TO REMOVE AN OLD STORM DRAIN PIPE AND INSTALL NEW PIPE ON NORTH HARRISON AVENUE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF FOUR ACCESS AGREEMENTS GRANTING RIGHT OF ENTRY TO REMOVE AN OLD STORM DRAIN PIPE AND INSTALL NEW PIPE ON NORTH HARRISON AVENUE.
CONSENT AGENDA.

RES 5230
RIGHT OF ENTRY
TO REMOVE / INSTALL
STORM DRAIN PIPE

RESOLUTION NO. 5231 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELL, INCORPORATED FOR REPAIRS TO THE LUELLA 4 WOODBINE WELL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER WATER WELL, INCORPORATED FOR REPAIRS TO THE LUELLA 4 WOODBINE WELL.
CONSENT AGENDA.

RES 5231
WATER WELL REPAIR

RESOLUTION NO. 5232 – AUTHORIZING THE PURCHASE OF ONE TRUCK CHASSIS AND SEWER JETTING EQUIPMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) FOR THE DISTRIBUTION SERVICES DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF ONE TRUCK CHASSIS AND SEWER JETTING EQUIPMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) FOR THE DISTRIBUTION SERVICES DEPARTMENT.
CONSENT AGENDA.

RES 5232
PURCHASE OF
SEWER EQUIPMENT

RESOLUTION NO. 5233 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1618 SOUTH MONTGOMERY STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1618 SOUTH MONTGOMERY STREET.
CONSENT AGENDA.

RES 5233
RESIDENTIAL TAX
ABATEMENT
(1618 S.
MONTGOMERY)

RESOLUTION NO. 5234 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1622 SOUTH MONTGOMERY STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE

RES 5234
RESIDENTIAL TAX
ABATEMENT
(1622 S.
MONTGOMERY)

**ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1622 SOUTH MONTOMGERY STREET.
CONSENT AGENDA.**

REQUEST TO ADVERTISE
PECAN GROVE PARK DEVELOPMENT – PHASE 1

The City Council approved the request to advertise for Phase I of the Pecan Grove Park Development Project. The City Council approved \$400,000 for the project in the FY 2007-2008 Capital Improvement Budget.

The project includes perimeter fencing, surveying, a picnic pavilion with a small playground area, and an east parking lot. Any other improvements associated with respect to the Master Plan Update will be performed in conjunction with future phases.

CONSENT AGENDA.

ANNUAL CONTRACT FOR WATER AND SEWER PARTS AND SUPPLIES

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

CONSENT AGENDA.

OTHER BUSINESS

RECEIVE BRIEFING FROM CABLEONE GENERAL MANAGER CLAUDE EDWARDS AND CONSIDER INCREASING FRANCHISE FEE UNDER NEW STATE-ISSUED FRANCHISE

Claude Edwards, CableOne General Manager, briefed the Council on the new State-issued franchise fee for cable service. Sherman's current cable franchise expires on August 31, 2008.

In 2006, the State of Texas instigated a State franchise to allow for competitive entry of multiple video providers in various communities. This franchise would be effective when current franchise agreements expire.

The decision for the City of Sherman is what they will be doing with their franchise fee. The current franchise fee is 5% however under the State franchise agreement a cable provider could pay the municipality an additional 1% of their gross revenues or the per-subscriber fee that is paid. Sherman did not have a per-subscriber fee in the existing franchise so they would be eligible for the additional 1%.

Council Member Smith verified that the last increase in the franchise fee was around 1987. Five percent is the maximum allowed by the Federal Communications Commission. The additional 1% is for in-kind services that are currently received from the cable company at no charge.

**REQUEST TO ADV
PECAN GROVE
PARK DEVELOPMENT**

**WATER & SEWER
PARTS**

**CABLEONE
FRANCHISE FEE**

Mayor Magers asked about the in-kind services. Mr. Edwards said the first is institutional services, which deals with the connection of high-speed data services through CableOne's fiber network connecting City services. Currently the City has three of these type services, based at the Water Treatment Plant, a water pump station, and a well service.

Currently these services are included in the franchise agreement at no charge to the City. Under the State franchise agreement, the City would be billed on a monthly basis. Cost will probably be several hundred dollars per connection.

The second in-kind service is cable service that is provided to community buildings or locations such as fire stations, schools, civic organizations, or City buildings. Those costs would not be deducted from the franchise fee. Currently the City has 27 of these sites. The bulk of these connections are fire stations and schools and the number is not an excessive amount.

The third in-kind service deals with the public, education and government (PEG) access channels. When the current franchise ends the operation and programming of the PEG channels will become the responsibility of the City. Currently there are six PEG channels required by the franchise. Since programming cannot be filled on all six channels, CableOne is asking that the number be reduced to two or less.

CableOne will maintain a program director to be a liaison with the public. They will also provide a limited amount of programming and will work with people to do programming. They will not staff a studio, continue to train people, or spend \$150,000 that they no longer receive.

Mayor Magers confirmed that the additional 1% will add up to about \$70,000 for the City of Sherman. The \$150,000 includes money going to the City of Denison too.

Mayor Magers said his key concern is that CableOne is a big part of Sherman. Citizens watch the public access channels.

The City can't provide the production that CableOne currently does.

He asked if CableOne would continue to help with production. Mr. Edwards said currently three-fourth of the programming is produced by others. CableOne will continue to help work with people, but they will not continue to purchase and loan out the equipment. People will also have to put an extra effort into it.

Mr. Edwards said the decision that must be made is whether or not the City wants to receive 5% or 6% in the franchise

fee. If the change will be effective September 1, 2008, he must know within the next week.

Mayor Magers asked about the cost for the 27 City connections.

Council Member Adami verified that the only option is now a State-issued franchise agreement for cable service. Mr. Edwards said the current franchise with both Sherman and Denison is very elaborate and there will be items that are now included in the agreement that will not be required in the State agreement. The State franchise was put into effect to allow for competitive entry of additional cable services in various communities. This levels the playing field for all cable companies.

Council Member Adami asked if the agreement must be accepted or if the City could negotiate the terms. Mr. Edwards urged Council Members to read the Utility Code pertaining to cable franchises.

He added that he needs to know which percentage the City wants to accept if it is supposed to be effective September 1, 2008. If the City wants to delay the decision to be effective at a later date, Mr. Edwards does not want to be in arrears for the additional amount because the Council didn't want to take action.

Ms. McGookey said the Legislature has taken the City's franchise agreement and moved it into State control and the cities are no longer allowed to enact franchise agreements with cable companies.

Council Member Smith asked when the franchise fee could be increased. Ms. McGookey said the City would have to request an increase through the State Legislature. George Olson, City Manager, clarified that the City could increase from 5% to the allowed 6% at any time.

Mayor Magers said the most critical thing is that CableOne will still help out with production for public access channels. Council Member Adami expressed concern that Mr. Edwards agreed to help but what might happen if another General Manager comes in.

Ms. McGookey said maybe Sherman and Denison could work on a written agreement to provide these continued services. Mr. Edwards said Sherman and Denison can combine and start their own production facilities. He added that local access will not go away and they will probably spend about half as much as is being spent now. Mr. Edwards said they would not continue to staff a studio or purchase capital every year to be loaned. That's what the additional 1% is going to the cities for.

Mayor Magers verified that whether or not Sherman agrees to a franchise fee of 5% or 6%, CableOne will still be enacting these cost cutting measures and will be under the State-issued franchise.

Council Member Adami expressed concern about the “spirit of cooperation” in the future, as personnel at CableOne changes. He verified that the City must transition to the State-issued agreement after the current franchise agreement expires.

Council Member Adami asked that the City Attorney look into whether or not the City must accept the State-issued franchise when the current franchise agreement ends.

Mayor Magers verified that the franchise fee is a fixed rate and the increase would be a straight “pass through” to the customer.

ACTION TAKEN.

Motion by Council Member Adami to change the franchise rate from 5% to 6% effective September 1, 2008. Second by Council Member Smith.

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

VOTING NAY: None.

MOTION CARRIED.

CONSIDER REQUEST OF JACO OIL COMPANY FOR A REDUCTION IN THEIR OIL WELL PERFORMANCE BOND

The City Council approved the request of Troy Jaco, President of Jaco Oil Company, for a reduction of their \$100,000 performance bond to a \$7,500 oil well operating bond for the Alma Colling #1 Well located at 2040 E. Tuck Street.

One year after drilling has been completed, the City's code allows that the \$100,000 performance bond be replaced with the \$7,500 operating bond for a producing well. The completion date of the well was June 7, 2006.

CONSENT AGENDA.

REPLAT APPROVAL OF LOT 4, BLOCK 11 OF THE B.H. MOORE'S HEIRS ADDITION; TERRY PETERSON, OWNER (1302 SOUTH ELM STREET)

The City Council approved the Replat of Lot 4, Block 11 of the B.H. Moore's Heirs Addition, located at the southwest corner of Dulin and Elm Streets. Terry Peterson, owner of the property, would like to replat this property into two lots for residential development. The Planning and Zoning Commission recommended approval of the Replat.

CONSENT AGENDA.

FINAL PLAT APPROVAL OF THE MEDICINE SHOPPE, A REPLAT OF LOTS 1 AND 2, BLOCK 1 OF W.M. SHANNON'S SUPPLEMENT; RANDY AND JOANNA BENNETT, OWNERS (1622 AND 1624 NORTH TRAVIS STREET)

JACO OIL
BOND REDUCTION

APPROVE REPLAT
(1302 S. ELM)

APPROVE FINAL PLAT
(1622 & 1624 N.
TRAVIS)

The City Council approved the Final Plat of The Medicine Shoppe, a replat of Lots 1 and 2, Block 1 of W.M. Shannon's Supplement, located at the southwest corner of Texas and Travis Streets. Randy and Joanna Bennett, owners of the property, would like to replat this property into one lot to construct a Medicine Shoppe Pharmacy. The Planning and Zoning Commission recommended approval of the Final Plat.

CONSENT AGENDA.

CITIZENS REQUESTS

FM 1417 OVERLAY DISTRICT

Lee Terrell, 2404 San Miguel, expressed concern about the Overlay District on FM 1417 (Heritage Parkway). The Council is allowing a Specific Use Permit for an auto repair facility in order to get enhancements to a metal building that is currently located in the Overlay District. He asked if the situation can be stopped there.

F.M. 1417

OVERLAY DISTRICT

Mayor Magers said there is currently an Overlay District in place for FM 1417 and he offered to send a copy of the documentation to Mr. Terrell. He added that it was more stringent than the previous Overlay District.

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

STATE MANDATES

Council Member Adami said he did not like additional State mandates as to what the City Council can accept.

STATE MANDATES

GREAT DAYS OF SERVICE

Mayor Magers recognized the Great Days of Service project and praised the work of the volunteer groups. Many citizens were mobilized to help others that are less fortunate.

GREAT DAYS
OF SERVICE

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

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

EXECUTIVE SESSION

SECTION 551.074 --

CONSIDER THE QUALIFICATIONS,
APPOINTMENT OR REMOVAL OF
MEMBERS TO BOARDS AND
COMMISSIONS:
PLANNING AND ZONING
COMMISSION (1)

Council Member Steele said he would like to make a motion for the Planning and Zoning Commission appointment without retiring to Executive Session.

**CONSIDER THE QUALIFICATIONS, APPOINTMENT AND
REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS:
PLANNING AND ZONING COMMISSION (1)**

ACTION TAKEN.

Motion by Council Member Steele to reappoint John Nix,
to the Planning and Zoning Commission for a term from
July 6, 2008 to July 6, 2011. Second by Council Member
Smith.

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

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
6:03 p.m.

**PLANNING &
ZONING COMMISSION**

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. A.5

PROCLAMATION

“General Sidney Sherman Day” – July 23, 2008

Issue

The City of Sherman normally issues a proclamation for “General Sidney Sherman Day” on his birthday, which was July 23rd.

Background

General Sidney Sherman was a hero of the Texas Revolution; and the City of Sherman was named for him.

Origination

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

Financial Consideration

There is no financial consideration.

Staff Recommendation

It is the recommendation of the staff to present a proclamation naming July 23, 2008 as “General Sidney Sherman Day” in Sherman.

Alternatives

The City Council could choose not to present the proclamation.

Attachments

The proclamation is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

WHEREAS, the State of Texas owes her independence to many courageous men and women who staunchly fought for, and served her during this fight, and

WHEREAS, Sidney Sherman was among the men who came to her aid by leading 52 men from Kentucky to Texas in 1836 to relieve Colonel William B. Travis at the battle of the Alamo, and

WHEREAS, even though it was too late to save the Alamo, Colonel Sherman went on to lead a regiment in the battle of San Jacinto on April 21, 1836; the fight which made Texas independence a reality and coined the battlecry "Remember the Alamo! Remember Goliad!", and

WHEREAS, after being elected to the military office of Major General, Sherman was the principal organizer of the first railroad company in Texas, the Buffalo Bayou, Brazos and Colorado Railway Company, which was a line that ran west from Harrisburg and was the forerunner of the Southern Pacific system in Texas, and

WHEREAS, in 1846, the town of Sherman was named for General Sidney Sherman, the hero of the Texas Revolution, and

WHEREAS, General Sherman was born on July 23, 1805 in Massachusetts and went on to serve the people of Texas so valiantly.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim July 23, 2008

GENERAL SIDNEY SHERMAN DAY

in the City of Sherman and call upon all citizens to honor this man who has done so much for Texas and has lent his name to our city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 21st day of July, 2008.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. A.6

SPECIAL PRESENTATION

Accepting “Cause for Paws” Funds from Dillingham Students Madison Parker and Emma Boswell and Piner Student Nisha Mistry to Benefit the Sherman Animal Shelter

Issue

Receiving “Cause for Paws” funds raised by two Dillingham students and one Piner student on behalf of the Sherman Animal Shelter

Background

Madison Parker and Emma Boswell (both eleven-years-old and entering 6th Grade at Dillingham) and Nisha Mistry (twelve-years-old and entering 7th Grade at Piner) have taken on a mission, a “Cause for Paws” program to benefit the Sherman Animal Shelter. Over the last five years, young Madison has adopted from the Sherman Animal Shelter a cat (Justin, aka J-cat) and a Rottweiler/Lab mix (“Cupcake”). She wanted to help in some way so she started a lemonade stand last summer – continuing throughout the year, made dog cookies with carob icing for Valentines, and raised about \$80.00. Two of her friends, Emma and Nisha, got involved as well and began helping her this summer with the lemonade stand. These young ladies have also started babysitting together and give their earnings to their cause. Madison wants to start a non-profit organization with all of the proceeds going to the Sherman Animal Shelter. As of June 23rd, Madison, Emma and Nisha have raised \$150.00 (in addition to the \$80.00 already contributed), a total of \$230.00 for the Shelter.

Origination

Anna Parker, mother of Madison

Staff Recommendation

It is recommended that the Council accept the donations on behalf of the Sherman Animal Shelter.

Alternatives

None recommended

Attachments

None

Prepared and Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. B.1

PUBLIC HEARING

Conduct the Second Public Hearing Concerning the Annexation of Approximately 2.8 Acres along the Travis Street Right-of-Way South of Austin Landing (F.M. 131) in the City of Sherman's Extra Territorial Jurisdiction

Issue

To conduct the second public hearing concerning the annexation of approximately 2.8 acres along the Travis Street right-of-way south of Austin Landing (F.M. 131) 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 June 2nd meeting, the City Council approved the schedule for annexation of this property, which set public hearings for the July 17th, July 21st, and August 18th Council meetings. The first public hearing was held on July 17th, as scheduled, with no public comment.

Origination

Department of Utilities and Engineering

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 second public hearing concerning the possible annexation of this property.

Alternatives

As directed by the City Council

Attachments

Annexation Scheduling Plan
Field Notes
Sketch
Aerial
Municipal Service Plan

Prepared by:
Mark Gibson, Utilities & Engineering Director

Approved by:
George Olson, City Manager

ANNEXATION SCHEDULING PLAN
Approximately 2.8 acres along the
Travis Street right-of-way South of Austin Landing (F.M. 131)

Friday, June 13, 2008.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, July 3, 2008.....	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.
Friday, July 11, 2008	Post notice of 1 st public hearing under the Open Meetings Act.
Thursday, July 17, 2008.....	City Council's 1 st Public Hearing on intent to annex and service plan.*
Thursday, July 10, 2008.....	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.
Friday, July 18, 2008.....	Post notice of 2 nd public hearing under the Open Meetings Act.
Monday, July 21, 2008.....	City Council's 2 nd Public Hearing on intent to annex and service plan.
Friday, August 15, 2008	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, August 18, 2008.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.

**Annexation
of approximately 2.8 Acres of the
State Hwy 131(North Travis Street)
Right-of-Way North of Hwy 82**

Situated in the County of Grayson, State of Texas, being a part of the John Jennings Survey abstract No. 647 and the being a section of FM 131 right-of-way and being more particularly described by metes and bounds as follows, to wit:

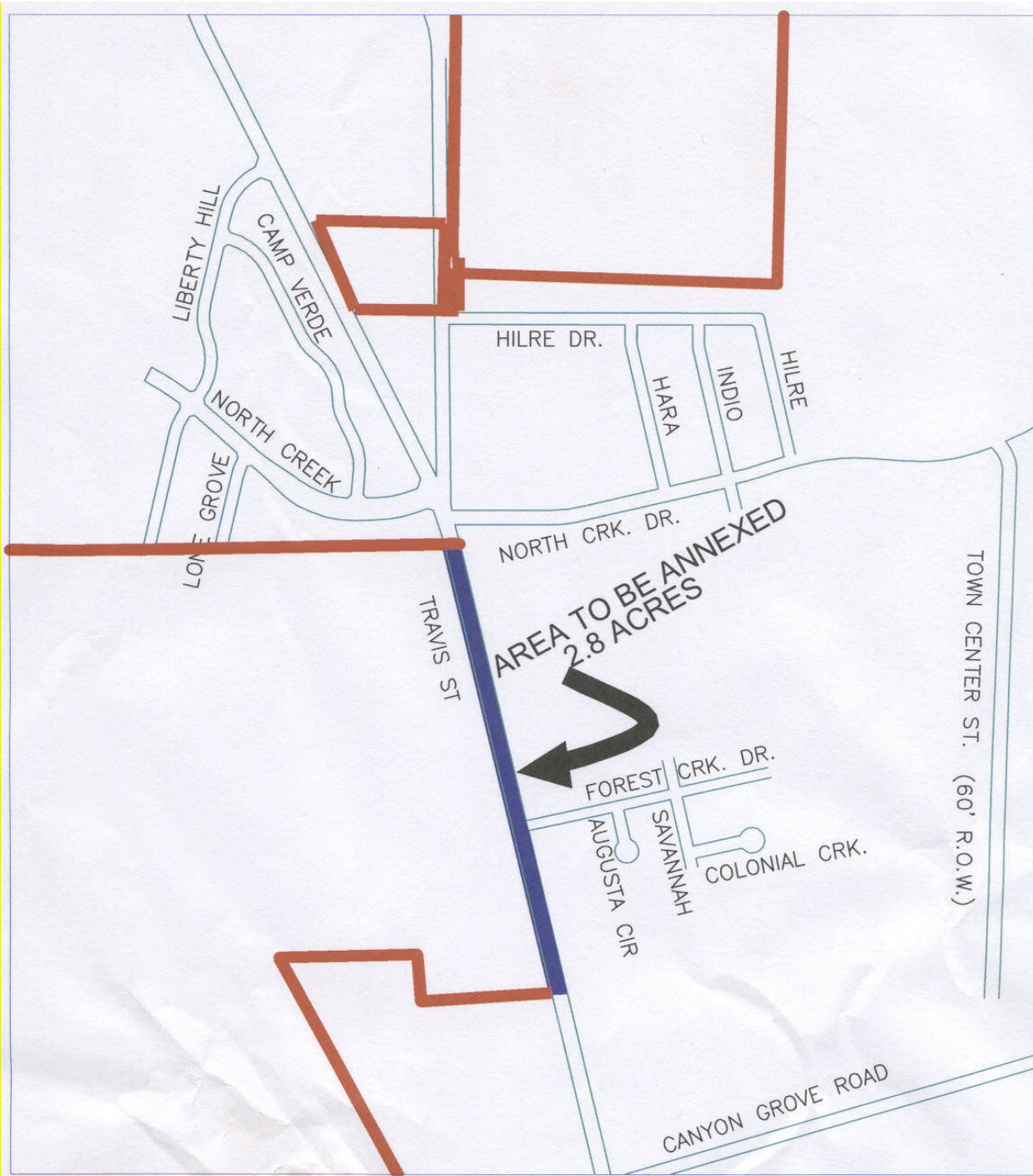
BEGINNING at a point in the existing City limits established by City Ordinance No. 3217 and being on the West right-of-line of FM 131(North Travis Street) and the northeast corner of the Grayson County Women's Crisis Center Addition;

THENCE Northwesterly with the West right-of-way line of FM 131 (North Travis Street), a distance of approximately 1888 feet to a point in the South line of the existing City limits Established by Ordinance No. 5357 and the South line of Austin Landing Addition;

THENCE East with the South line of Ordinance No. 5357 crossing the right-of-way of FM 131 (North Travis Street) to the East right-of way line of said FM 131, said point also lying in the west boundary of North Creek Addition;

THENCE Southerly with the East right-of-way line of FM 131 (North Travis Street), passing Mooreman-Moore Addition and continuing for a distance of approximately 1888 feet to a point;

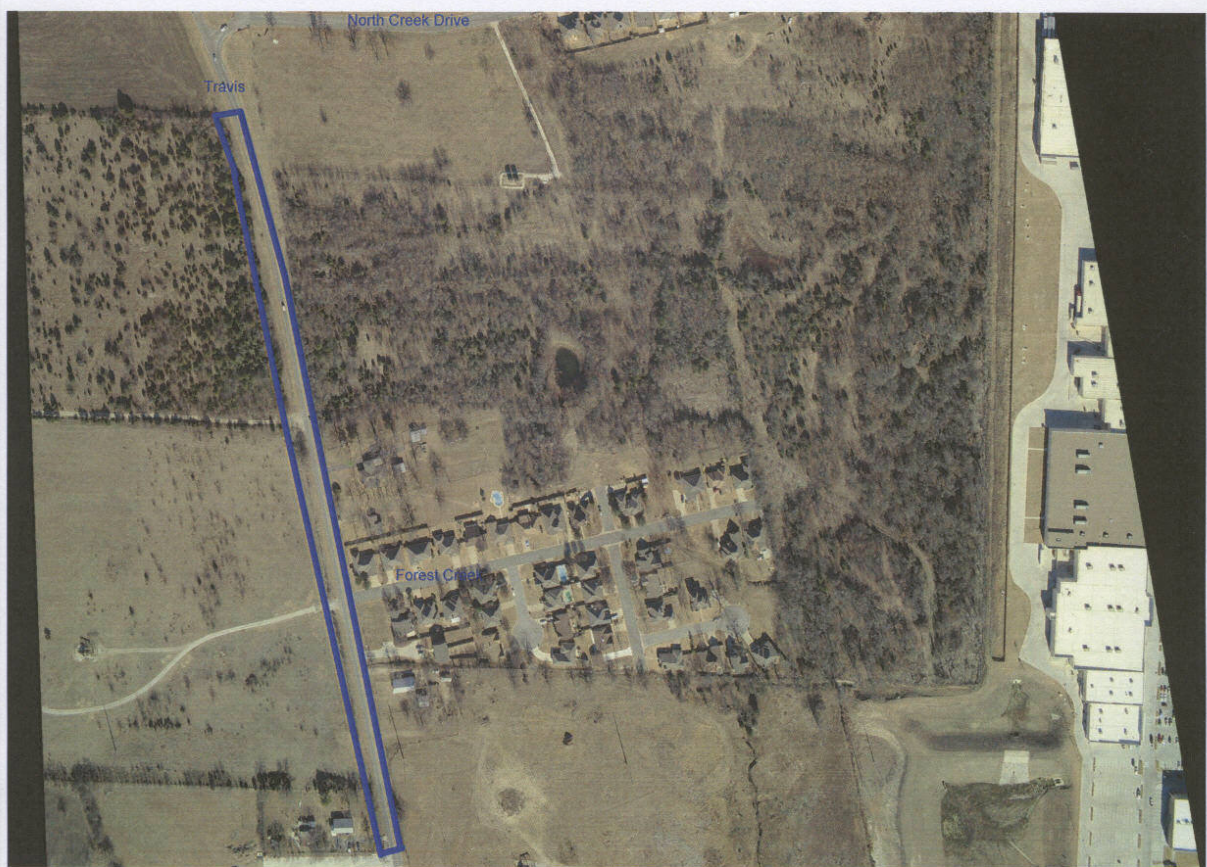
THENCE with the North line of the City limits established by Ordinance No. 3452 crossing the right-of-way of FM 131 (North Travis Street) to the West right-of-way line of FM 131 (North Travis Street) and to the place of beginning and containing 2.8 acres of land; more or less.



2.8 Acres North Travis St. (FM131) ROW Annexation

Department of Engineering Services





(c) Copyright 2006, Pictometry International Corp.

**City of Sherman
Municipal Service Plan
North Travis Street (F.M. 131)
Right-of-Way
Annexation of 2.8 Acres**

INTRODUCTION:

The annexation is the site of approximately 2.8 acres of highway right-of-way along North Travis Street (F.M. 131) between North Creek Drive and the existing City limits.

This annexation provides for the orderly growth and development of the City and provides for the enlargement of the city limits by including improvements that are logically a part of the City.

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 F.M. 131 shall meet TxDOT requirements. Any future streets will be developed by the standard provisions of the Developers Ordinance with future maintenance by Texas Department of Transportation. Street lighting will be established according to city guidelines.

PARKS: Not Applicable.

CONSTRUCTION INSPECTIONS: Not Applicable.

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 the annexation. Area will be annexed as SF-1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: 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 may be required to serve 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: 7-21-2008

Subject: Agenda Item No. B.2

PUBLIC HEARING

Conduct the Second Public Hearing Concerning the Annexation of Approximately 3.72 Acres at 5003 Travis Street (F.M. 131) in the City of Sherman's Extra Territorial Jurisdiction

Issue

To conduct the second public hearing concerning the annexation of approximately 3.72 acres at 5003 Travis Street (F.M. 131) 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 June 2nd meeting, the City Council approved the schedule for annexation of this property, which set public hearings for the July 17th, July 21st, and August 18th Council meetings. The first public hearing was held on July 17th, as scheduled, with no public comment.

Origination

Department of Utilities and Engineering

Financial Consideration

A cost-benefit analysis may be provided prior to final action on this item.

Staff Recommendation

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

Alternatives

As directed by the City Council

Attachments

Annexation Scheduling Plan
Field Notes
Sketch
Aerial
Municipal Service Plan

Prepared by:
Mark Gibson, Utilities & Engineering Director

Approved by:
George Olson, City Manager

ANNEXATION SCHEDULING PLAN

**Approximately 3.72 Acres at
5003 Travis Street (F.M. 131)**

Friday, June 13, 2008.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, July 3, 2008.....	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.
Friday, July 11, 2008	Post notice of 1 st public hearing under the Open Meetings Act.
Thursday, July 17, 2008.....	City Council's 1 st Public Hearing on intent to annex and service plan.*
Thursday, July 10, 2008.....	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.
Friday, July 18, 2008.....	Post notice of 2 nd public hearing under the Open Meetings Act.
Monday, July 21, 2008.....	City Council's 2 nd Public Hearing on intent to annex and service plan.
Friday, August 15, 2008	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, August 18, 2008.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.

**Annexation
of approximately 3.72 Acres of land
on the East Side of FM 131(North Travis Street)
and West of Sherman Oaks Road**

Situated in the County of Grayson, State of Texas, being a part of the Alexander & Richards Survey, Abstract No. 42 and the being a tract of land conveyed to John W. E. Caple by deed recorded in Volume 1325 at page 585 of the Grayson County Deed Records and being more particularly described by metes and bounds as follows, to wit:

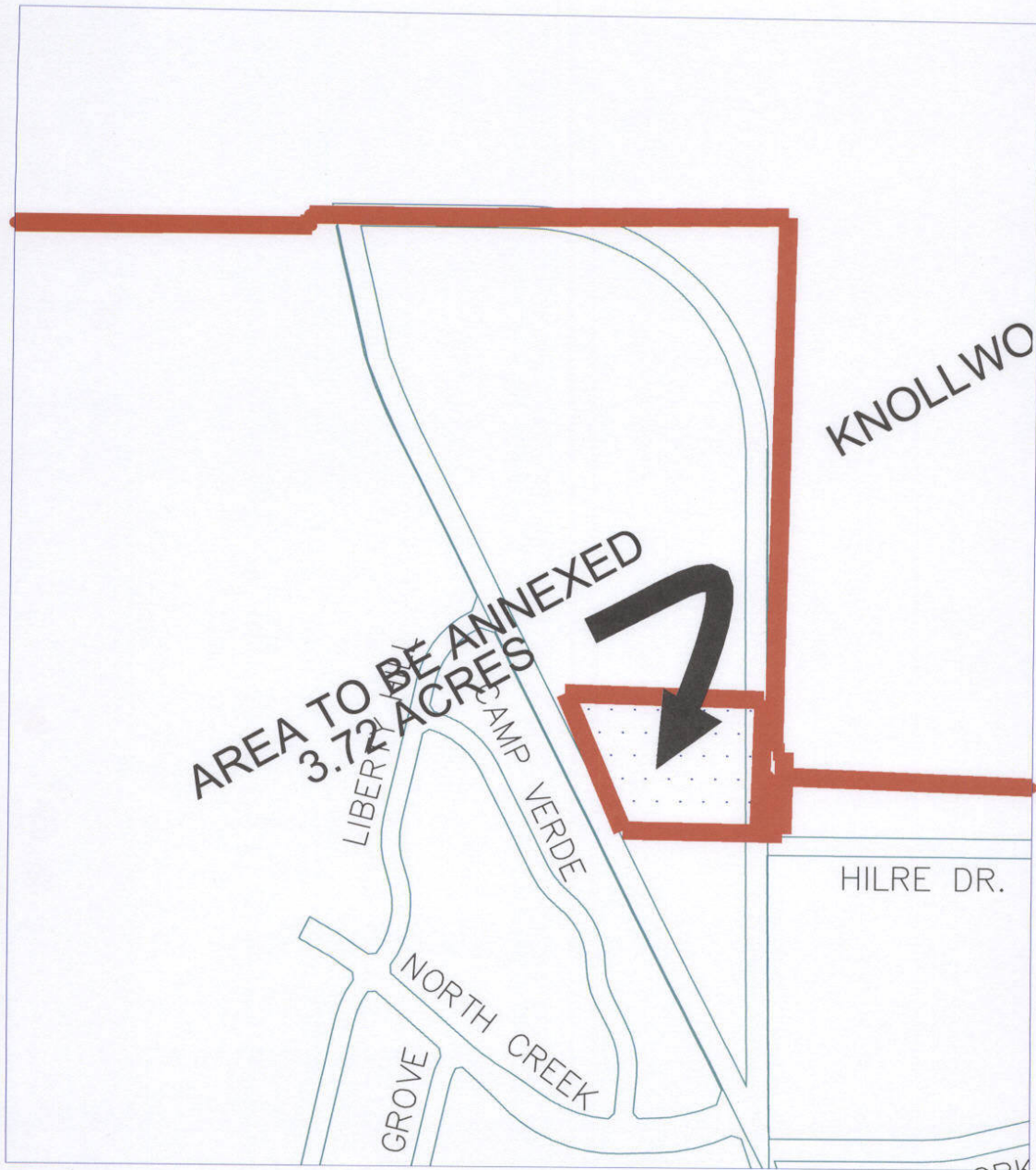
BEGINNING at the Southeast corner of the Caple tract and on the existing City Limits established by City of Sherman Ordinance No. 5357 at a point in Sherman Oaks Road (Knollwood Road),

THENCE North 89° 22' 21" West with the South line of the Caple tract, a distance of 366.66 feet to the East right-of-way line of FM 131 (North Travis Street) and the southwest corner of the Caple tract;

THENCE North 22° 57' 58" West with the East right-of-way Line of FM 131(North Travis Street) and the West Line of the Caple tract, a distance of 405.52 feet to the Northwest corner of the Caple tract;

THENCE South 88° 35' 42" East with the North line of the Caple tract, a distance of 534.97 feet to the Northeast corner of the Caple tract;

THENCE South 01° 33' 47" West with the East line of the Caple tract and Sherman Oaks Road (Knollwood Road), a distance of 364.41 feet to the place of beginning and containing 3.72 acres of land.



3.72 ACRES
5003 North Travis St. (FM131)
Annexation

Department of Engineering Services





(c) Copyright 2006, Pictometry International Corp.

Scale: 1 inch = 139.5 feet

City of Sherman
Municipal Service Plan
5003 North Travis Street (F.M. 131)
Annexation of 3.72 Acres

INTRODUCTION:

The annexation is the site of approximately 3.72 acres of residential development at 5003 North Travis Street (F.M. 131) lying adjacent to the City of Sherman existing city limits.

This annexation provides for the orderly growth and development of the City, protects the City from substandard development and provides for the enlargement of the city limits by including improvements that are logically a part of the City.

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 F.M. 131 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 the annexation. Area will be annexed as SF-1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: 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 may be required to serve 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: 7-21-2008

Subject: Agenda Item No. B.3

PUBLIC HEARING

Conduct the Second Public Hearing Concerning the Annexation of Approximately 858.774 Acres along U.S. Highway 75, between Loy Lake Road and the Union Pacific Railroad South of Highway 691, in the City of Sherman's Extra Territorial Jurisdiction

Issue

To conduct the second public hearing concerning the annexation of approximately 858.774 acres along U.S. Highway 75 and F.M. 691, between Loy Lake Road and the Union Pacific Railroad, 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 June 2nd meeting, the City Council approved the schedule for annexation of this property, which set public hearings for the July 17th, July 21st, and August 18th Council meetings. The first public hearing was held on July 17th, as scheduled with no public comment. One portion of the area is not being annexed at this time due to the owners opting out of the annexation under a new state law.

Under the new state law, the city cannot annex land that is appraised as agricultural, wildlife management, or timber management unless the city offers a development agreement to the landowner that would guarantee the continuation of the extraterritorial status of the area, thereby giving the landowners an opportunity to opt out of the annexation. With these agreements, the city agrees to not annex the land for a period of time in exchange for the landowner's promise to not develop the land. However, the agreements also authorize the enforcement of all regulations and planning authority of the city that do not interfere with the use of the area for agriculture, wildlife management, or timber during the term of the agreement. Likewise, once the process for development on the land begins, the city can start annexation proceedings for that piece of land. Three landowners signed these agreements and, therefore, cannot be annexed at this time.

Origination

Department of Utilities and Engineering

Financial Consideration

A cost-benefit analysis will be provided prior to final action on this item.

Staff Recommendation

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

Alternatives

As directed by the City Council

Attachments

Annexation Scheduling Plan

Field Notes

Sketch

Aerial

Municipal Service Plan

(3) Development Agreements

Prepared by:

Mark Gibson, Utilities & Engineering Director

Approved by:

George Olson, City Manager

ANNEXATION SCHEDULING PLAN
Approximately 858.774 Acres along
U.S. Highway 75 between Loy Lake Road and
the UP Railroad South of Highway 691

Friday, June 13, 2008.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, July 3, 2008.....	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.
Friday, July 11, 2008	Post notice of 1 st public hearing under the Open Meetings Act.
Thursday, July 17, 2008.....	City Council's 1 st Public Hearing on intent to annex and service plan.*
Thursday, July 10, 2008.....	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.
Friday, July 18, 2008.....	Post notice of 2 nd public hearing under the Open Meetings Act.
Monday, July 21, 2008.....	City Council's 2 nd Public Hearing on intent to annex and service plan.
Friday, August 15, 2008	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, August 18, 2008.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.

**Annexation
of approximately 858.774 Acres of Land
along US Hwy. 75 between
Loy Lake Road and UP Railroad
and being South of FM 691**

Tract #1

Situated in the County of Grayson, State of Texas, being a part of the W. Brown & B. Ricketts Survey, Abst. # 1553, G.W. Hobson, Abst. # 588, A.C. Smith Survey, Abst. # 1561, and the W.S. Thurman Survey Abstract, No. 1265 and being more particularly described by metes and bounds as follows, to wit:

BEGINNING at the Northwest corner of the existing City limits five hundred feet from US Hwy. 75 North as established by Ordinance 3874 and on the South right-of-way line of FM 691.

THENCE Southerly with the said City limits line, said line being 500 feet west of and parallel to the West right-of-way line of US Hwy. 75 crossing tracts of land owned by Stanley Blythe, et al, (probate) Vol. 1335, Pg. 41, Lester G. Terrell, Vol. 2463, Pg. 209, Lester G. Terrell, Vol. 2666, Pg. 129, Lester G. Terrell, Vol. 1599, Pg. 69, Lester G. Terrell, Vol. 1597, Pg. 283, Ganapathy, LTD., Vol. 2019, Pg. 345, Bradco Interests, Inc., et ux, Vol. 2294, Pg. 42, Donald F. Fincher, et ux, Vol. 1207, Pg. 583, and all recorded in Grayson County, a distance of approximately 7750 feet to a point that is the intersection of a line 43 feet east of the center line of Loy Lake Road and the existing city limits line 500 feet west from the west right-of-way line of US Hwy. 75;

THENCE Northerly with a line that is 43 feet from and parallel with the centerline of Loy Lake Road, passing Terrell Road for a distance of approximately 6804 feet to the intersection with the South right-of-way line of FM 691;

THENCE Easterly with the South right-of-way line of FM 691, a distance of approximately 3662 feet to the point of beginning and containing approximately 284.21 acres of land.

Tract #2

Situated in the County of Grayson, State of Texas, being a part of the W.M. Milligan, Abst. # 875, D. Harrison, Abst. # 587, S. Inman, Abst. # 621, T.J. Shannon, Abst. # 1136, D. Shelp, Abst. # 1097, and the R. Barrett, Abst. # 186 and being more particularly described as one tract by metes and bounds as follows, to wit:

BEGINNING at the Northeast corner of the existing City limits that is five hundred feet east of US Hwy. 75 North and on the South right-of-way line of FM 691 as established by Ordinance 3874.

THENCE Easterly with the South right-of-way line of FM 691, a distance of approximately 2200 feet to the intersection with the Union Pacific Railroad; said point also being the Northwest corner of the existing city limits established by Ordinance No.2973;

THENCE Southerly following the East right-of-way line of the Union Pacific Railroad and the West line of the said city limits, a distance of approximately 5800 feet to the North right-of-way line of Fallon Drive;

THENCE Westerly with the North right-of-way line of Fallon Drive, a distance of approximately 2856 feet to a point that is a Northwest corner of the said existing city limits;

THENCE Southerly with said existing city limits, a distance of approximately 1922 feet to a point for corner;

THENCE Easterly with the existing city limits established by ordinance No. 4964, a distance of approximately 1276 feet to a point for corner, said point being in the west property line of Vista Norte Addition;

THENCE Southerly with the said existing city limits, a distance of approximately 2623 feet to a point for corner;

THENCE Easterly with the said existing city limits, a distance of approximately 1500 feet to the East right-of-way line of the Union Pacific Railroad;

THENCE Southerly with East line of the Union Pacific Railroad and the existing city limits, a distance of approximately 1800 feet to the Northeast corner of the existing City limit established by Ordinance No. 3155;

THENCE Westerly with the North line of the said existing city limits a distance of 1221 feet to the east right of way of Luther Knox Drive;

THENCE Northerly with the said existing city limits, a distance of approximately 1852 feet to the North east corner of Pecan Grove Village Addition;

THENCE Westerly with the existing city limits, a distance of approximately 2000 feet to a point;

THENCE South 01° 08' 28" West, a distance of 18 feet to a point for corner,

THENCE North 87° 33' 28" West with the North line of the Heritage Park Addition and said city limits a distance of 556.54 feet to an angle;

THENCE North 01° 21' 25" East, a distance of 748.85 feet to a point for corner;

THENCE North 80° 43' 24" East, a distance of 205.12 feet to a point for corner,

THENCE North 04° 16' 36" East, a distance of 430.31 feet to an angle point,

THENCE Westerly with the north line of the Louie Noles tract a distance of approximately 285 feet to a point for corner in the existing city limits as established by Ordinance No. 4674 being 500 feet east of and parallel with US Hwy. 75 right of way;

THENCE Northerly with the East line of the existing City limits established by Ordinance No. 3874 said line being 500 feet from and parallel to the East right-of-way line of Highway 75 and crossing the following tracts of land conveyed to; Lamar C. Jackson, Et ux, Vol. 1167, Pg. 71, Patricia McCluskey, Vol. 898, Pg. 361, Rebecca Russell Merrell Vol. 3780, Pg. 507, Anandam M. Sundaram, Vol. 4411, Pg. 925, Lola Grace Amalraj, Vol. 4396, Pg. 307, Ganapathy, LTD. Vol. 2920, Pg. 886, H.H.N. Real Estate, Inc., Vol. 4086 Pg. 741, Tony Thomason, Vol. 2617, Pg. 60, Margo M Mobbs, Vol. 2465 at Pg. 678, Stanley Blythe, Vol. 1335, Pg. 41, Ganesha, LTD., Vol. 4319, Pg. 617, and recorded in the Grayson County Deed Records, a distance of approximately 11,500 feet to the place of beginning and containing approximately 670 acres of land.

(Save and except the following tracts of land from Tract 2)

Situated in the County of Grayson, State of Texas and being parts of the R.O. Barrett Survey, Abst. # 186, T.J. Shannon Survey, Abst. # 1137, Hilliard Jennings Survey, Abst. # 639 and being part of the following tracts of land described in deed from Bobby Gene Mathis and Maurine Mathis Harrison to Beatrice Mathis dated November 29, 1999, recorded in Vol. 2864, Pg. 734 of the Grayson County Deed Records, including a 1.00 acre tract of land conveyed to Bobby Lee Mathis et ux by deed recorded in Vol. 2893, Pg. 121 of the Grayson County Deed Records and being three tracts of land conveyed to Martha Imbert, Bobby Lee Mathis, and John Billy Mathis by documents recorded in the Grayson County Probate Records, and being more particularly described as one tract of land as follows:

BEGINNING at an Axle found maintaining the Northwest corner of the R.O. Barrett Survey and Northeast corner of the T.J. Shannon Survey and the most Northerly Northwest corner of the herein described tract.

THENCE South 88° 31' 18" East with the North line of the R.O. Barrett Survey and the North line of the herein Described tract, a distance of 1303.10 feet to the Northeast corner of the herein described tract;

THENCE South 01° 04' 33" West with the west line of the herein described tract, distance of 2638.87 feet to the Southeast corner of the herein described tract and the North Line of the Hillard Jennings Survey and the South Line of the R.O. Barrett Survey,

THENCE North 88° 05' 51" West with the North line of the T.J. Jennings Survey, a distance of 1141.51 feet to the Southwest corner of the R.O. Barrett Survey,

THENCE South 01° 08' 28" West, a distance of 18 feet to a point for corner,

THENCE North 87° 33' 28" West with the South line of the herein described tract, a distance of 556.54 feet to an angle point,

THENCE with the West line of the herein described tract the following courses and distances:

North 01° 21' 25" East, a distance of 748.85 feet to a point for corner,

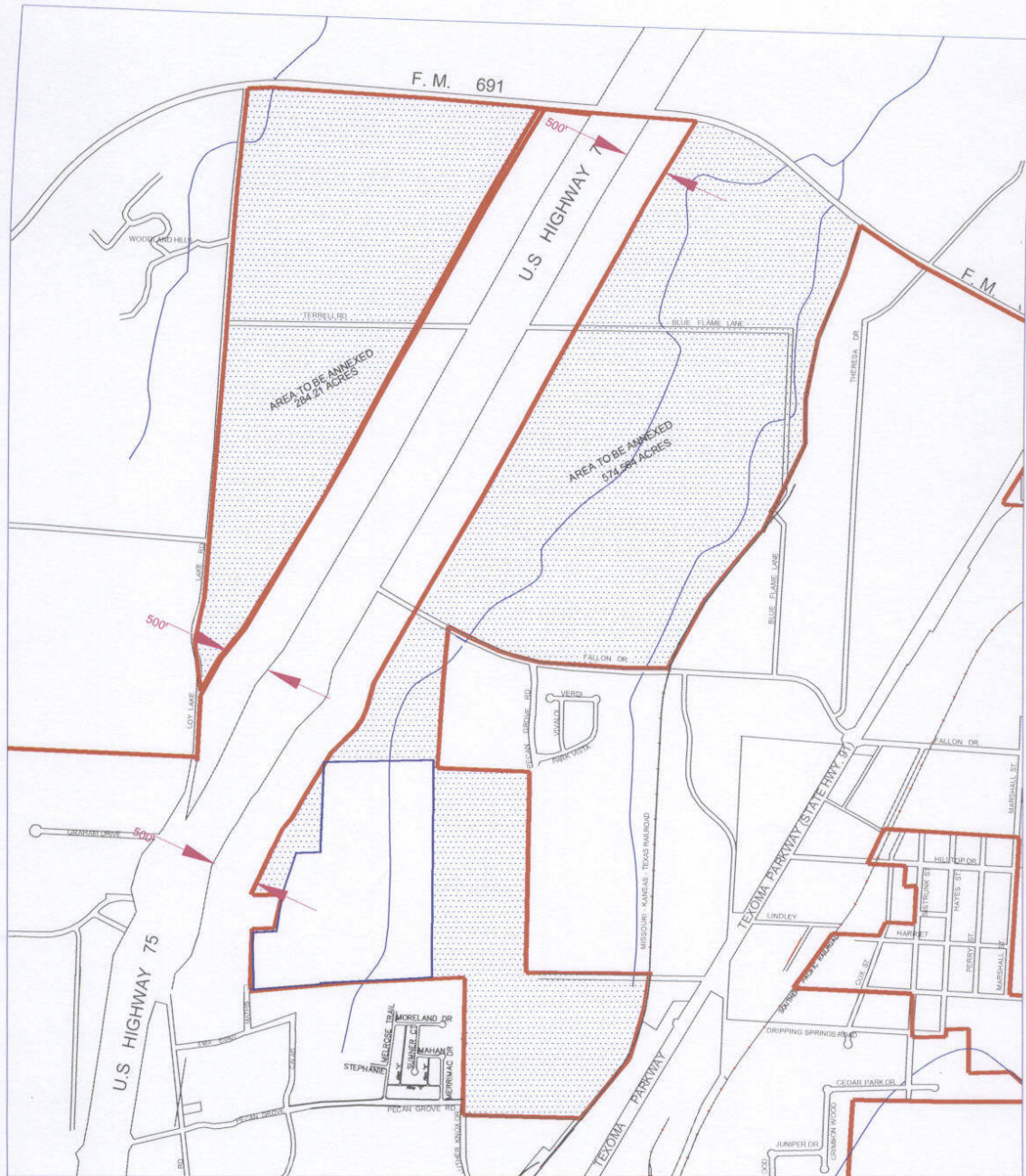
North 80° 43' 24" East, a distance of 205.12 feet to a point for corner,

North 04° 16' 36" East, a distance of 430.31 feet to an angle point,

North 06° 22' 33" East, a distance of 304.00 feet to a point for corner,

North 89° 31' 34" East, a distance of 281.61 feet the West line of the R.O. Barrett Survey,

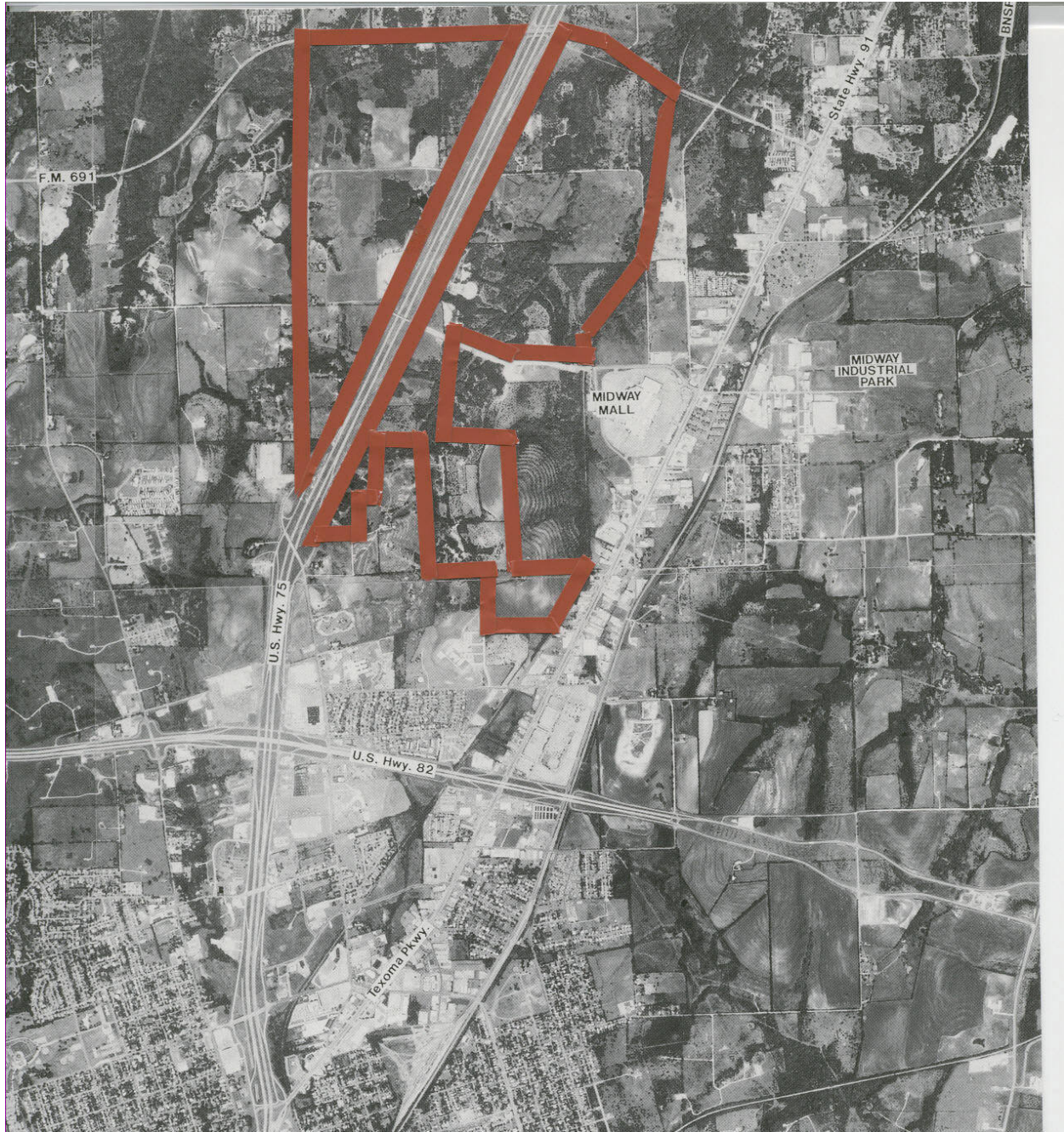
North 02° 14' 49" East, a distance of 1092.40 feet to the place of beginning and containing **95.436** acres of land.



858.774 Acres along US Hwy 75
between Loy Lake Road and Union Pacific RR
Annexation

Department of Engineering Services





**City of Sherman
Municipal Service Plan
Along U.S. Highway 75
between Loy Lake Road
and Union Pacific Railroad
Annexation of 858.774 Acres**

INTRODUCTION:

The annexation consists of approximately 858.774 acres along U.S. Hwy 75 between Loy Lake Road and the Union Pacific Railroad adjacent to the existing City of Sherman city limits.

This annexation provides for the orderly growth and development of the City, protects the City from substandard development and provides for the enlargement of the city limits by including 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. Additional water mains and fire hydrants will be required to serve the area based upon existing City policies as applicable to all city residents.

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: 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 the annexation. Area will be annexed as SF-1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: 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 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.

STATE OF TEXAS

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COUNTY OF GRAYSON

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CHAPTER 43 LOCAL GOVERNMENT CODE

DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Sherman (the "City"), and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Grayson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City desires to begin annexation proceeding on all portions of Owner's Property; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, or order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, the Development Agreement is to be recorded in the Real Property Records of Grayson County;

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

Section 1. City's Representations. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. Owner's Representations. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City. The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Grayson County or the City until the Property has been annexed into, and zoned by, the City. The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's R-A District: Single-family Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for R-A District: Single-family Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes. THE OWNER ACKNOWLEDGES THAT EACH AND EVERY OWNER OF THE PROPERTY MUST SIGN THIS AGREEMENT IN ORDER FOR THE AGREEMENT TO TAKE FULL EFFECT, AND THE OWNER WHO SIGNS THIS AGREEMENT COVENANTS AND AGREES, JOINTLY AND SEVERABLY, TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL LEGAL CLAIMS, BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THE AGREEMENT, ARISING IN ANY WAY FROM THE CITY'S RELIANCE ON THIS AGREEMENT.

Section 3. Acts Leading to Voluntary Annexation and Waiver. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, Owner(s) hereby waive any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner(s) has taken in violation of Section 2 herein.

Section 4. City Regulations. Pursuant to Sections 43.035(b)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its

authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. Term of Agreement and Waiver. The term of this Agreement (the "Term") is five (5) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary, unless there is a subsequent change in the law by the Texas Legislature rescinding the need for the Development Agreement, then the Agreement will terminate upon the effective date of the new law, or as otherwise may be specified in the new law. If the City desires to commence annexation proceedings before the end of the Term of the Agreement, the Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation in order for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, Owner(s) hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Zoning of Property. Property annexed pursuant to this Agreement will initially be zoned SF-1 (Single Family Residential) pursuant to the City's Code of Ordinances, unless the Code is amended to change the zoning of areas annexed in to the City pending the term of this Agreement. The determination of the property's permanent zoning will be in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within fourteen (14) days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Sherman
Attn: City Manager
P.O. Box 1106
Sherman, TX 75091

Section 8. Recording of Agreement. This Agreement shall run with the Property and be recorded in the real property records of Grayson County, Texas.

Section 9. Severability of Agreement. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants

regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. Enforcement of Agreement. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. Changes in Law. Except as specified in Section 5 of this Agreement, no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Paragraph Headings. The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provisions in this Agreement.

Section 13. Contract Interpretation. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

Section 14. Venue. Venue for any disputes related to this Agreement shall be in Grayson County, Texas and governed by the laws of the State of Texas.

Section 15. No Waiver of Immunity. Nothing herein shall be deemed to be a waiver of the City's defense of governmental immunity, or any other applicable defenses.

Section 16. Counterparts of Agreement. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 17. Survival of Agreement. This Agreement shall survive its termination to the extent necessary for the implementation of any applicable provisions herein.

By signing this Agreement, Owner represents that he or she has conferred with an attorney, or has voluntarily chosen not to confer with an attorney. Owner also represents that he or she understands the Agreement and voluntarily agrees to the terms of the Agreement.

Entered into this 15 day of MAY, 2008.

OWNER(S) OF THE PROPERTY:

Bobby Lee Mathis

Bobby Lee Mathis, Owner

Jackie B. Mathis
Jackie B. Mathis, Owner

CITY OF SHERMAN

George Olson,
City Manager, City of Sherman, Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 15 day of MAY, 2008
by Bobby Lee Mathis, Owner.

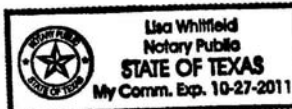
Lisa Whitfield
Notary Public, State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 15 day of May, 2008
by Jackie B. Mathis, Owner.

Lisa Whitfield
Notary Public, State of Texas



BOBBY LEE AND JACKIE B. MATHIS

EXHIBIT "A"

Tract 1

Being 1.0 acre of land in T. J. Shannon Abstract 1137 conveyed by Beatrice Mathis to Bobby Lee and Jackie B. Mathis by Gift Deed recorded in Volume 2893 at Page 121 of the Grayson County records dated February 17, 2000.

Tract 2

Being 26.062 acres of land in R.O. Barrett Abstract 0186 conveyed by the Beatrice Mathis Estate to Bobby Lee Mathis by Probate dated January 30, 2007.

Tract 3

Being 4.75 acres of land in T. J. Shannon Abstract 1137 conveyed by the Beatrice Mathis Estate to Bobby Lee Mathis by Probate dated January 30, 2007.

STATE OF TEXAS

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COUNTY OF GRAYSON

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CHAPTER 43 LOCAL GOVERNMENT CODE

DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Sherman (the "City"), and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Grayson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City desires to begin annexation proceeding on all portions of Owner's Property; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, or order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, the Development Agreement is to be recorded in the Real Property Records of Grayson County;

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

Section 1. City's Representations. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. Owner's Representations. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City. The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Grayson County or the City until the Property has been annexed into, and zoned by, the City. The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's R-A District: Single-family Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for R-A District: Single-family Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes. THE OWNER ACKNOWLEDGES THAT EACH AND EVERY OWNER OF THE PROPERTY MUST SIGN THIS AGREEMENT IN ORDER FOR THE AGREEMENT TO TAKE FULL EFFECT, AND THE OWNER WHO SIGNS THIS AGREEMENT COVENANTS AND AGREES, JOINTLY AND SEVERABLY, TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL LEGAL CLAIMS, BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THE AGREEMENT, ARISING IN ANY WAY FROM THE CITY'S RELIANCE ON THIS AGREEMENT.

Section 3. Acts Leading to Voluntary Annexation and Waiver. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, Owner(s) hereby waive any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner(s) has taken in violation of Section 2 herein.

Section 4. City Regulations. Pursuant to Sections 43.035(b)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its

authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. Term of Agreement and Waiver. The term of this Agreement (the "Term") is five (5) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary, unless there is a subsequent change in the law by the Texas Legislature rescinding the need for the Development Agreement, then the Agreement will terminate upon the effective date of the new law, or as otherwise may be specified in the new law. If the City desires to commence annexation proceedings before the end of the Term of the Agreement, the Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation in order for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, Owner(s) hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Zoning of Property. Property annexed pursuant to this Agreement will initially be zoned SF-1 (Single Family Residential) pursuant to the City's Code of Ordinances, unless the Code is amended to change the zoning of areas annexed in to the City pending the term of this Agreement. The determination of the property's permanent zoning will be in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within fourteen (14) days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Sherman
Attn: City Manager
P.O. Box 1106
Sherman, TX 75091

Section 8. Recording of Agreement. This Agreement shall run with the Property and be recorded in the real property records of Grayson County, Texas.

Section 9. Severability of Agreement. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants

regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. Enforcement of Agreement. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. Changes in Law. Except as specified in Section 5 of this Agreement, no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Paragraph Headings. The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provisions in this Agreement.

Section 13. Contract Interpretation. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

Section 14. Venue. Venue for any disputes related to this Agreement shall be in Grayson County, Texas and governed by the laws of the State of Texas.

Section 15. No Waiver of Immunity. Nothing herein shall be deemed to be a waiver of the City's defense of governmental immunity, or any other applicable defenses.

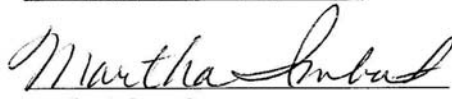
Section 16. Counterparts of Agreement. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 17. Survival of Agreement. This Agreement shall survive its termination to the extent necessary for the implementation of any applicable provisions herein.

By signing this Agreement, Owner represents that he or she has conferred with an attorney, or has voluntarily chosen not to confer with an attorney. Owner also represents that he or she understands the Agreement and voluntarily agrees to the terms of the Agreement.

Entered into this 6 day of June, 2008.

OWNER(S) OF THE PROPERTY:


Martha Imbert, Owner

Charles Imbert

Charles Imbert, Owner

CITY OF SHERMAN

George Olson,
City Manager, City of Sherman, Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 6 day of June 2008
by Martha Imbert, Owner.

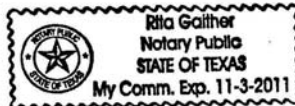
Rita Gailther
Notary Public, State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 6 day of June 2008
by Charles Imbert, Owner.

Rita Gailther
Notary Public, State of Texas



CHARLES AND MARTHA IMBERT

EXHIBIT "A"

Tract 1

Being 1.0 acre of land in T. J. Shannon Abstract 1137 conveyed by Beatrice Mathis to Martha M and Charles Imbert by Gift Deed recorded in Volume 3137 at Page 454 of the Grayson County records dated September 20, 2001.

Tract 2

Being .318 acres of land in T. J. Shannon Abstract 1137 conveyed by Beatrice Mathis to Martha M. and Charles Imbert by Warranty Deed recorded in Volume 3422 at Page 714 of the Grayson County Records dated March 3, 2003.

Tract 3

Being 7.312 acres of land in T. J. Shannon Abstract 1137 conveyed by the Beatrice Mathis Estate to Martha Imbert by Probate dated January 30, 2007.

Tract 4

Being 23.182 acres of land in R.O. Barrett Abstract 0186 conveyed by the Beatrice Mathis Estate to Martha Imbert by Probate dated January 30, 2007.

STATE OF TEXAS

§

COUNTY OF GRAYSON

§

§

CHAPTER 43 LOCAL GOVERNMENT CODE

DEVELOPMENT AGREEMENT

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WHEREAS, the City desires to begin annexation proceeding on all portions of Owner's Property; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, or order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, the Development Agreement is to be recorded in the Real Property Records of Grayson County;

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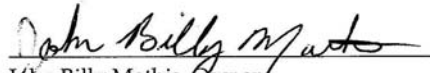
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Section 17. Survival of Agreement. This Agreement shall survive its termination to the extent necessary for the implementation of any applicable provisions herein.

By signing this Agreement, Owner represents that he or she has conferred with an attorney, or has voluntarily chosen not to confer with an attorney. Owner also represents that he or she understands the Agreement and voluntarily agrees to the terms of the Agreement.

Entered into this 8 day of MAY, 2008.

OWNER(S) OF THE PROPERTY:


John Billy Mathis, Owner

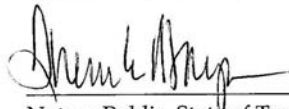
CITY OF SHERMAN

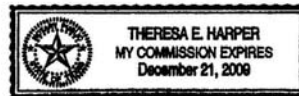
George Olson,
City Manager, City of Sherman, Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 8th day of May, 2008
by John Billy Mathis, Owner.


Notary Public, State of Texas



JOHN BILLY MATHIS

EXHIBIT "A"

Tract 1

Being 31.812 acres of land in the R.O. Barrett Abstract 0186 conveyed by the Beatrice Mathis Estate to John Billy Mathis by Probate dated January 30, 2007.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. B.4

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5545

Amending Chapter 1 of the Code of Ordinances, “General Provisions”, at Article 1.13, “Unclaimed and Surplus Property”

Issue

Amending the Code provisions that pertain to the manner in which the City of Sherman disposes of its unclaimed and surplus property

Background

At the April 19, 2004 meeting, the City Council approved Ordinance No. 5226, which provided for an official procedure for the City of Sherman to dispose of its unclaimed and surplus property through public or on-line auction (www.renebates.com), sealed, competitive bid sale to the public, donation to a political subdivision or other governmental unit, or discard/recycle if of no value.

This proposed amendment defines unclaimed and surplus properties, provides for notice to the owner of unclaimed properties, and permits the City Manager to offer surplus property as a trade-in for new property purchased by the City, i.e., trade-in of a fire engine that has exceeded its useful life to reduce the purchase price of replacement equipment.

Origination

City Manager’s Office

Financial Consideration

There is no financial impact to approving this agenda item.

Staff Recommendation

It is recommended that this ordinance and amendment to the unclaimed and surplus property provisions be approved.

Alternatives

The City Council could modify the proposed ordinance or deny this amendment.

Attachments

Ordinance No. 5545

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

ORDINANCE NO. 5545

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, "GENERAL PROVISIONS", AT ARTICLE 1.13, "UNCLAIMED AND SURPLUS PROPERTY"; 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 1 of the Code of Ordinances of the City of Sherman, Texas, entitled "General Provisions", is hereby amended at Article 1.13, entitled "Unclaimed and Surplus Property", to read as follows:

Sec. 1.13.001—Personal property

~~When personal property has lawfully come into the possession of the city in the course of its municipal operation, and the property has remained unclaimed by the owner and has been in the possession of the city continuously for a period of sixty (60) days, the city manager may order the property to be disposed of in the manner provided in section 1.13.003.~~

Sec. 1.13.002—Surplus property

~~When city equipment, furniture, vehicles, etc., have been replaced or are no longer in working condition, the city manager may declare this property to be surplus.~~

Sec. 1.13.001 Definitions

Surplus Property. City equipment, furniture, vehicles or similar items that have been replaced or are no longer in working condition.

Unclaimed Property. Personal property that is in the possession of the city in the course of its municipal operation and the property has remained unclaimed by the owner and has been in the possession of the city continuously for a period of sixty (60) days.

Sec. 1.13.002 Notice of Unclaimed Property; Holding Period

(a) The city manager shall give notice to the owner of any personal property that remains unclaimed for thirty (30) days. If the owner is known, notice shall be given by certified mail to the last known address of the owner of the property and include a description of the property, the name and address where the property may be redeemed, and a statement indicating that if the

owner does not claim the property within three (3) months from the date of the notice, the property will be sold. If the owner is unknown or the owner's address is unknown, then notice shall be published as provided in Sec. 1.13.004. If the property remains unclaimed, it may be disposed of as provided in Sec. 1.13.003 of this Code.

Sec. 1.13.003 Disposition of unclaimed or surplus property

Unclaimed or surplus property may be disposed of using the following methods:

- (1) Public or on-line auction;
- (2) Sealed, competitive bid sale to the public;
- (3) Donation to a political subdivision or other governmental unit; ~~or~~
- (4) In the case of damaged property or property which has no significant value, the property may be recycled or disposed of as refuse; *or*
- (5) *When the city manager determines that it would be in the best interest of the city, surplus property may be offered as a trade-in for new property purchased by the city*

Sec. 1.13.004 Notice of sale

When unclaimed or surplus property is to be sold by means other than *trade-in or* on-line auction, including sealed, competitive bid or public auction, notice of the sale shall be made by advertisement in the official newspaper of the city, describing the property and specifying the date, time, place, manner, and conditions of disposal. The advertisement shall be entered in the public notice or equivalent section of the newspaper and shall run not less than three (3) days. The disposal shall not be held sooner than fourteen (14) days following the date of the publication of the first notice. All sales by bid or public auction shall be with reserve and, where bids received are unreasonably below the fair market value, all bids shall be rejected, and the property shall be thereafter disposed of in a manner which will ensure an adequate price.

Sec. 1.13.005 Content of notice

The notice shall contain:

- (1) A general description of the items of property to be sold;
- (2) A statement that the property is to be sold “as-is”;
- (3) The general manner under which the property came into the possession of the city;
- (4) Whether the property will be auctioned or sold directly;
- (5) The deadline for the return of sealed bids; and

(6) The time and place of the auction or sale.

Sec. 1.13.006 Sale

The auction or sale shall be conducted by the manager or his or her designee.

Sec. 1.13.007 Postponement

The auction or sale may be postponed from time to time by inserting a notice of such postponement as soon as practicable in the newspaper in which the original notice was published.

Sec. 1.13.008 Certificate of sale

When the sale of the property is made, the manager or his or her designee shall deliver to the purchaser a bill of sale containing a description of the property sold and the price paid for each item.

Sec. 1.13.009 Proceeds of sale

Proceeds of the sale shall be deposited by the manager or his or her designee in the appropriate fund of the city. Within six (6) months from the date of the sale, the former owner of any item of such property may make application to the city for payment of the proceeds of the sale and, after satisfactory proof of ownership furnished to the city within six (6) months from the date of sale, the city council shall order the sale price to be paid to the former owner, after deducting therefrom the actual or reasonable cost and expenses necessarily expended by the city in the conduct of the sale and the storage and care of the property.

Sec. 1.13.010 Exceptions

The provisions of this article do not apply to ~~personal property seized or confiscated by the police department in the legal performance of its official duties. This article does not apply to dogs, cats, or other domestic animals impounded pursuant to the statute or this code. This article also does not apply to real property, either land or buildings.~~ *the following:*

- (1) personal property seized or confiscated by the police department in the legal performance of its official duties *or property that is subject to the disposition requirements of the Texas Code of Criminal Procedure;*
- (2) dogs, cats, or other domestic animals impounded pursuant to the statute or this code; *or*
- (3) real property owned by the city.

SECTION 2. 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 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. 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 _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. B.5

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5546
**Amending Ordinance No. 4871 to Provide for the Removal of “No Parking” Signs
Restricting Parking along Portions of Fairview Street, between Shannon Street and
Crockett Street, within the City Limits of the City of Sherman**

Issue

To consider permitting parking along the north side of Fairview Street, between Shannon and Crockett, from the pedestrian crosswalk east to Crockett Street

Background

The Fairview Baptist Church requested that the City consider removing the parking restrictions along a portion of the north side of Fairview Street. Their request was based upon a need to provide for more vehicle parking in the street as the church membership grows. Staff observed vehicular traffic in this block of Fairview on several occasions and determined that allowing parking on the north side of the street would not cause a problem. The signs have been removed for over 90 days; and no complaints have been received.

Origination

Fairview Baptist Church and the Public Works Department

Financial Consideration

The cost of labor and equipment to remove two “No Parking” signs was minimal.

Staff Recommendation

Approve the ordinance to permit parking along the north side of Fairview Street, between Shannon and Crockett Streets, from the pedestrian crosswalk east to Crockett Street.

Alternatives

Those as may be recommended by the City Council.

Attachments

Ordinance No. 5546

Location Map

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 5546

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 4871 TO PROVIDE FOR THE REMOVAL OF "NO PARKING" SIGNS RESTRICTING PARKING ALONG PORTIONS OF FAIRVIEW STREET, BETWEEN SHANNON STREET AND CROCKETT STREET, WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, that Section 1 of Ordinance No. 4871 is hereby amended to read as follows:

Permanent "NO PARKING" signs will be in place at the following location within the corporate limits of the City of Sherman:

Along the ~~north and south~~ sides of Fairview Street, ~~from its intersection with Shannon Street to a point 240 feet east of Shannon Street,~~ *between Shannon Street and Crockett Street, from a point east of the pedestrian crosswalk east to Crockett Street.* ~~as shown by Exhibit "A" attached hereto and incorporated herein for all purposes.~~

SECTION 2. That the Director of Public Works is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the "NO PARKING" signs herein authorized, it shall be unlawful for any motorist to park a vehicle in such area designated as a "NO PARKING" zone, as provided in Section 12.04.020 of the Code of Ordinances of the City of Sherman, Texas. Violators of this ordinance shall be subject to fine as provided in Section 1.01.009 of the Code of Ordinances of the City of Sherman, Texas.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 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 _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

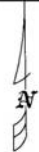
BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY



City of Sherman, Texas

**REMOVE NO PARKING on NORTH SIDE of FAIRVIEW ST
between SHANNON ST and CROCKETT ST**

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. B.6

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5547
**Providing for Permanent “No Parking” Signs Restricting Parking along Portions
of Park Avenue within the City Limits of the City of Sherman**

Issue

Approval of an ordinance that prohibits parking along the south side of Park Avenue, from its intersection with Crockett Street to a point 185 feet east of that intersection, within Sherman’s city limits

Background

Last year, a portion of Park Avenue was widened to four lanes from Montgomery Street to Crockett Street. Park Avenue west of Crockett narrows back to two lanes. In order to make the transition from two to four lanes and resolve a traffic conflict, it was necessary to not allow parking for a short distance along the south side of Park Avenue. No parking signs were installed and have been in place for a 90-day trial period. No complaints about the parking restriction have been received from residents along this block of Park Avenue or other citizens and businesses.

Origination

Public Works Department

Financial Consideration

Two “No Parking” signs were installed for a total cost of \$206.06 (labor, equipment, and material).

Staff Recommendation

Adopt the proposed ordinance to restrict parking along the south side of Park Avenue, from its intersection with Crockett Street to a point east 185 feet of that intersection, within the city limits of the City of Sherman.

Alternatives

Those as may be recommended by the City Council

Attachments

Ordinance No. 5547

Location Map

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 5547

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT “NO PARKING” SIGNS RESTRICTING PARKING ALONG PORTIONS OF PARK AVENUE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, permanent “NO PARKING” signs shall be in place at the following location within the corporate limits of the City of Sherman:

along the south side of Park Avenue, from its intersection with Crockett Street to a point east 185 feet, as shown by Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. That the Director of Public Works is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the “NO PARKING” signs herein authorized, it shall be unlawful for any motorist to park a vehicle in such area designated as a “NO PARKING” zone, as provided in Sec. 12.04.020 of the Code of Ordinances of the City of Sherman, Texas. Violators of this ordinance shall be subject to fine as provided in Section 1.01.009 of the Code of Ordinances of the City of Sherman, Texas.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 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 _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

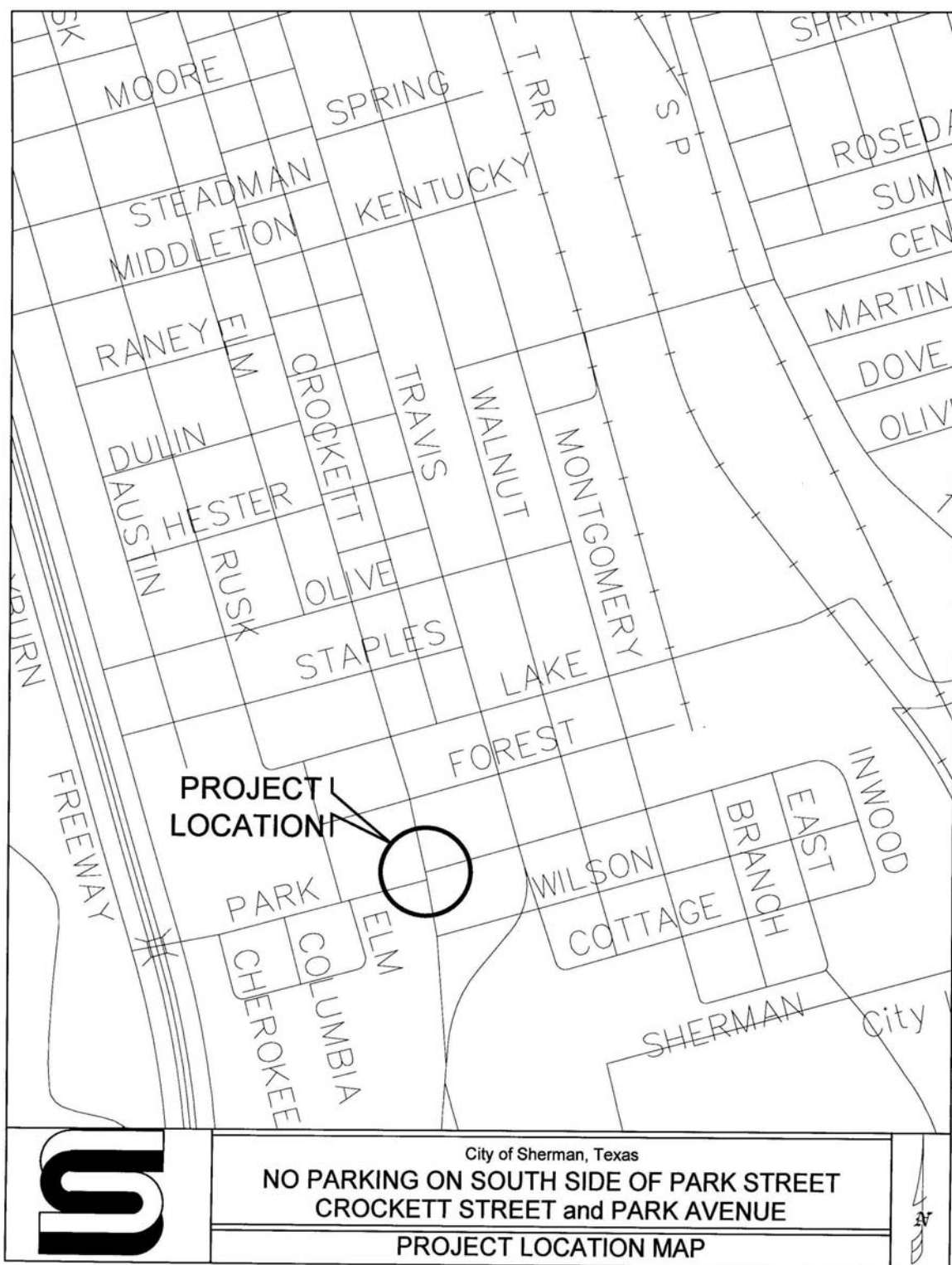
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. B.7

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5548
**Providing for Permanent “No Parking” Signs Restricting Parking along Portions
of South Montgomery Street within the City Limits of the City of Sherman**

Issue

To seek public input and adopt an ordinance to provide for “No Parking” along the east side of South Montgomery Street, from Olive Street to Park Avenue

Background

In a letter dated March 26, 2008, Brad Douglass of Douglass Distributing requested that the City not allow parking along the east side of South Montgomery Street, from Park Avenue to Olive Street. Mr. Douglass’ opinion was that, given the street width, amount of truck traffic, and existing industrial/commercial buildings, it would be safer with restricted parking on the east side of Montgomery Street. There is only one residential home on the east side of Montgomery Street in this area. “No Parking” signs were installed and have been in place for a 90-day trial period. No complaints have been received from citizens or businesses.

Origination

Douglass Distributing and Public Works Department

Financial Consideration

Eight “No Parking” signs were installed at a cost for material and labor of \$800.24.

Staff Recommendation

Enact an ordinance providing for “No Parking” on the east side of Montgomery Street, from Park Avenue to Olive Street.

Attachments

Ordinance No. 5548

Letter from Brad Douglass

Location Map

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 5548

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT “NO PARKING” SIGNS RESTRICTING PARKING ALONG PORTIONS OF SOUTH MONTGOMERY STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, permanent “NO PARKING” signs shall be in place at the following location within the corporate limits of the City of Sherman:

along the east side of South Montgomery Street, from Olive Street to Park Avenue, as shown by Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. That the Director of Public Works is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the “NO PARKING” signs herein authorized, it shall be unlawful for any motorist to park a vehicle in such area designated as a “NO PARKING” zone, as provided in Section 12.04.020 of the Code of Ordinances of the City of Sherman, Texas. Violators of this ordinance shall be subject to fine as provided in Section 1.01.009 of the Code of Ordinances of the City of Sherman, Texas.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 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 _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E MCGOOKEY,
CITY ATTORNEY



March 26, 2008

Jeffrey R. Miller
Director of Public Works
220 W. Mulberry St.
PO Box 1106
Sherman, TX 75091-1106

Dear Mr. Miller,

Thank you for talking with my father, Bill Douglass, about the parking challenges along the south end of Montgomery Street in Sherman.

Several years ago, the designated "Truck Route" was moved from Travis Street to Montgomery Street due to political pressure. The problem with that decision is that Montgomery Street is only thirty-one feet wide. When cars are parked on both sides of the street, it becomes difficult for our trucks to pass and impossible to make the wide turns necessary to enter the driveways of our properties.

I am writing to you to request the placement of No Parking Signs along the east side of Montgomery from Park Avenue on the south to Olive Street to the north. Douglass Distributing owns the property along the east side of Montgomery Street from Park Avenue the Holy Temple Church, just north of Olive Street. Douglass Distributing owns the property on the west side from Lake Street to Olive Street. There are no requested changes to the west side of Montgomery Street.

Please let me know if anything further needs to be done on my end. I am happy to help in any way possible.

Sincerely,

Brad Douglass
President
Douglass Distributing







SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. B.8

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5549

Providing for Permanent “No Parking” Signs Restricting Parking along Portions of North Bledsoe Street and North Luckett Street within the City Limits of the City of Sherman

Issue

To introduce an ordinance and seek public input concerning the establishment of parking restrictions in the 1100 blocks of North Bledsoe Street and North Luckett Street

Background

Austin College requested that the City discontinue allowing parking along the west sides of North Bledsoe Street and North Luckett Street, between Richards Street and Dugan Street, to facilitate safer traffic movement in these one block areas that lie adjacent to their campus. “No Parking” along the east side of these streets was already in place. The new “No Parking” signs for the west side were posted and have been in place for over 90 days. No complaints have been received.

Origination

Austin College and the Public Works Department

Financial Consideration

A total of four signs (two on each street) were installed. Material and labor to install these signs was \$400.12.

Staff Recommendation

Adopt the proposed ordinance to provide for the enforcement of “No Parking” along both sides of the 1100 blocks of North Bledsoe Street and North Luckett Street, between Richards Street and Dugan Street.

Alternatives

Those as may be recommended by the City Council

Attachments

Ordinance No. 5549

Location Map

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 5549

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT “NO PARKING” SIGNS RESTRICTING PARKING ALONG PORTIONS OF NORTH BLEDSOE STREET AND NORTH LUCKETT STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, permanent “No Parking” signs will be in place at the following locations within the corporate limits of the City of Sherman, Texas:

along both sides of the 1100 blocks of North Bledsoe Street and North Lockett Street, between Richards Street and Dugan Street.

SECTION 2. That the Director of Public Works is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the “NO PARKING” signs herein authorized, it shall be unlawful for any motorist to park a vehicle in such area designated as a “NO PARKING” zone, as provided in Section 12.04.020 of the Code of Ordinances of the City of Sherman, Texas. Violators of this ordinance shall be subject to fine as provided in Section 1.01.009 of the Code of Ordinances of the City of Sherman, Texas.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 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 _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. B.9

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5545, 5546, 5547, 5548 and 5549

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5545

Amending Chapter 1 of the Code of Ordinances, "General Provisions", at Article 1.13, "Unclaimed and Surplus Property"

B.5 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5546

Amending Ordinance No. 4871 to Provide for the Removal of "No Parking" Signs Restricting Parking along Portions of Fairview Street, between Shannon Street and Crockett Street, within the City Limits of the City of Sherman

B.6 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5547

Providing for Permanent "No Parking" Signs Restricting Parking along Portions of Park Avenue within the City Limits of the City of Sherman

B.7 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5548

Providing for Permanent "No Parking" Signs Restricting Parking along Portions of South Montgomery Street within the City Limits of the City of Sherman

B.8 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5549

Providing for Permanent "No Parking" Signs Restricting Parking along Portions of North Bledsoe Street and North Luckett Street within the City Limits of the City of Sherman



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. B.10

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.2 * RESOLUTION NO. 5237

Awarding a Bid to and Authorizing Execution of a Contract with Saber Development Corp. for Replacement of the Highland Avenue Water Main between McGee Street and Taylor Street

C.3 * RESOLUTION NO. 5238

Awarding a Bid to and Authorizing Execution of a Contract with R.K. Hall Construction, Ltd. for the 2007-2008 Street Mill and Overlay Program

C.4 * RESOLUTION NO. 5239

Authorizing Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1614 South Montgomery Street

C.5 * RESOLUTION NO. 5240

Authorizing Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 416 West Staples Street

C.6 * RESOLUTION NO. 5241

Authorizing Execution of an Agreement with Jose and Crisalidad Torres for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1817 East Alma Avenue

C.7 * RESOLUTION NO. 5242

Authorizing Execution of a Fifth Amendment to the Original Software License and Service Agreement with SunGard OSSI, hereinafter SunGard Public Sector Incorporated, Relating to the Deletion of Certain Unused Implementation Services

D.1 * REQUEST TO ADVERTISE

Annual Bid for City Fleet and Equipment Fuel

D.4 * OTHER BUSINESS

Replat Approval of Lots 1 and 2, Block A of the Replat of O'Hanlon Ranch Addition, Phase 1A; Randy and Leta Williams and Fischer & Mata Construction, Owners (2900 and 2904 Canyon Creek Drive)

D.5 * OTHER BUSINESS

Replat Approval of the Replat of Lot 19, Block 3 and a Portion of Harrison Street between Blocks 3 and 4 of J.C. Linnstaedt's Addition; Ron Barton, Owner (1624 East King Street)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. C.1

RESOLUTION NO. 5236

Authorizing Execution of an Interlocal Cooperation Agreement with the City of Van Alstyne for Non-Emergency Ambulance Transfer Services

Issue

To consider an Interlocal Cooperation Agreement to allow the City of Van Alstyne to provide non-emergency transfer ambulance service

Background

The Sherman Fire Department provides emergency ambulance service, providing pre-hospital care and transportation to the nearest emergency department capable of caring for the patient. In addition to this emergency service, the Fire Department provides limited non-emergency transfer service to and from certain medical facilities. The City of Van Alstyne provides non-emergency transfer service and desires to increase that service by providing transfer services within the City of Sherman. As the demand for emergency ambulance service increases, and with the reduction of the number of available ambulances, this Interlocal Cooperation Agreement will allow Van Alstyne to provide non-emergency service within the City of Sherman, leaving the Sherman Fire Department resources available for emergency calls.

Origination

The City of Van Alstyne and the City of Sherman

Financial Consideration

There is no financial impact to entering into this Interlocal Cooperation Agreement with the City of Van Alstyne.

Staff Recommendation

Staff recommends approval of this Interlocal Cooperation Agreement.

Alternatives

None recommended

Attachments

Resolution No. 5236

Interlocal Cooperation Agreement

Prepared by:
Jeffrey J. Jones, Fire Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5236

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF VAN ALSTYNE FOR NON-EMERGENCY AMBULANCE TRANSFER SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute an Interlocal Cooperation Agreement with the City of Van Alstyne for Non-Emergency Ambulance Transfer Services, in accordance with the terms and provisions of the contract document attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

**INTERLOCAL COOPERATION AGREEMENT FOR THE PROVISION OF NON-
EMERGENCY AMBULANCE TRANSFER SERVICES ENTERED INTO BY AND
BETWEEN CITY OF SHERMAN, TEXAS AND CITY OF VAN ALSTYNE, TEXAS**

STATE OF TEXAS)
)
COUNTY OF GRAYSON)

This Interlocal Cooperation Agreement, ("Agreement") is made, entered into and executed by and between the City of Sherman, Texas, a political subdivision located in Grayson County, Texas, ("Sherman") and the City of Van Alstyne, Texas, a political subdivision located in Grayson County and Collin County, Texas, ("Van Alstyne"; collectively the "Parties").

RECITALS

WHEREAS, the Parties are authorized by the Interlocal Cooperation Act, Chapter 791, TEXAS GOV'T CODE, to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with municipal government; and

WHEREAS, the Parties have determined that non-emergency ambulance transfer services are part of a function of government; and

WHEREAS, the Parties have previously entered into a mutual aid agreement for emergency services; and

WHEREAS, it is the desire of the Parties to comply with and further the policies and purpose of the Interlocal Cooperation Act; and

WHEREAS, Sherman has determined that it would be beneficial to Sherman for Van Alstyne to provide assistance with non-emergency ambulance transfers within Sherman; and

WHEREAS, it is deemed in the best interest of both Parties to enter into a mutually satisfactory agreement for the provision of non-emergency ambulance transfer services to the citizens of Sherman.

NOW, THEREFORE, the Parties in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

ARTICLE 1.
SCOPE OF SERVICES

1.1 Van Alstyne hereby agrees to provide the following non-emergency ambulance transfer services, which shall include: responding promptly to calls received requesting non-emergency ambulance transfer services and schedule such requested transfers with ambulance personnel who are trained to provide non-emergency ambulance transfer services.

1.2 All non-emergency ambulance transfer personnel shall be suitably uniformed to present an identifiable, clean, and respectable image to the public. Van Alstyne shall provide adequate training to assure proper methods of non-emergency ambulance transfer procedures. All personnel shall follow all state and local regulations or standards.

1.3 All emergency calls received by Van Alstyne shall take precedence over non-emergency transfers. Van Alstyne shall use its best efforts to notify persons with previously scheduled non-emergency transfers as soon as practicable after being notified of an emergency and shall reschedule the non-emergency transfer.

ARTICLE 2.
COMPENSATION

Van Alstyne shall be solely responsible for the billing and collection of payment for non-emergency transfer services directly from the recipients of the service.

ARTICLE 3.
NO AGENCY RELATIONSHIP

3.1 Van Alstyne understands and agrees that Van Alstyne, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of Sherman.

3.2 Sherman understands and agrees that Sherman, its employees, servants, agents and representatives shall at not time represent themselves to be employees, servants, agents and/or representatives of Van Alstyne.

ARTICLE 4.
EFFECTIVE DATE

This Agreement becomes effective when signed by the last Party hereto. Either party may terminate this Agreement at any time by giving ninety (90) days advance notice in writing to the other party.

ARTICLE 5.
MISCELLANEOUS

5.1 Notices and Addresses. All notices required under the Agreement must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

For Sherman: City of Sherman
 City Manager
 P.O. Box 1106
 Sherman, Texas 75091-1106

For Van Alstyne: City of Van Alstyne
City Manager
P.O. Box 247
Van Alstyne, TX 75495-0247

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this Section.

5.2 Parties Bound. The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement.

5.3 Venue. The Agreement shall be construed under, and in accordance with the laws of the State of Texas, and all obligations of the Parties created by the Agreement are performable in Grayson County, Texas.

5.4 Legal Construction. In case any one or more of the provisions contained in the Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

5.5 Prior Agreement Superseded. The Agreement constitutes the sole and only agreement of the Parties to the Agreement and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of the Agreement.

5.6 Equal by all Parties. The Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of the Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

5.7 Amendment. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless it is in writing, dated subsequent to the date of the Agreement, and duly executed by the Parties to the Agreement.

5.8 Rights and Remedies Cumulative. The rights and remedies provided by the Agreement are cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.

5.9 Force Majeure. Neither Sherman nor Van Alstyne shall be required to perform any term, condition or covenant in the Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of Sherman or Van Alstyne and which by the exercise of due diligence Sherman or Van Alstyne is unable, wholly or in part, to prevent or overcome.

5.10 Time of Essence. Time is of the essence with regard to the Agreement.

5.11 Indemnity. To the fullest extent permitted by the Constitution and laws of the state of Texas, Van Alstyne agrees to indemnify, protect, defend, and hold harmless Sherman, and its respective employees acting within the scope of their employment from and against all claims, damages, losses, liens, causes of action, suits, judgments, expenses, including reasonable attorneys' fees, of any nature, kind, or description (collectively, the "claims") arising out of or resulting from any act or omission by Van Alstyne, its employees or subcontractors, in connection with the obligations hereunder except to the extent any such claims are a result of the negligence or willful misconduct,

act or omission of Sherman. This indemnification is subject to and does not waive any governmental immunity available to the parties under Texas law, and any other defenses of the parties under Texas law.

5.12 Assignment of Transfer. This Agreement is not assignable.

5.13 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto.

5.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument, and facsimile or electronic signatures shall be equally binding as originals.

5.15 Interjurisdictional Mutual Aid Agreement. All responses shall be subject to the terms of the Interjurisdictional Mutual Aid Agreement approved by the governing bodies of each of the parties. At no time will this Interlocal Agreement be deemed to modify the terms and responsibilities set forth in the Interjurisdictional Mutual Aid Agreement.

5.16 Entire Agreement. Except as provided in paragraph 5.15, this Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement.

5.17 Recitals Incorporated. The Parties agree that the Recitals contained herein are incorporated as if fully set forth herein, that the Recitals are true and correct, and that each Party relied upon the Recitals as a basis for entering into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by their authorized officers.

CITY OF SHERMAN, TEXAS

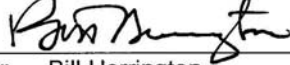
By: George Olson
City Manager

DATE: _____

ATTEST:

City Secretary

CITY OF VAN ALSTYNE, TEXAS



By: Bill Herrington
City Manager

DATE: 6-25-08

ATTEST:



City Secretary



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5237**

**Awarding a Bid to and Authorizing Execution of a Contract with
Saber Development Corp. for Replacement of the Highland Avenue Water Main
between McGee Street and Taylor Street**

Issue

Contracting for the replacement of the Highland Avenue water main between McGee Street and Taylor Street

Background

The current Capital Improvement Program contains a project to replace the water main on Highland Avenue, between McGee Street and Taylor Street. Five (5) bidders responded to the request for bids. A bid tabulation is attached.

Origination

Department of Utilities Administration

Financial Consideration

Adequate funding for this project is included in this year's Capital Improvement Program.

Staff Recommendation

It is recommended that the contract for replacement of the Highland Avenue water main be awarded to the low bidder, Saber Development Corp. of Dallas, Texas, in the amount of \$84,591.00 and that the City Manager be authorized to execute the required contract documents.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5237

Engineer's Recommendation

Bid Tabulation

Contract

Location Map

Prepared by:

Mark Gibson, Utilities and Engineering Director

Approved by:

George Olson, City Manager

RESOLUTION NO. 5237

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SABER DEVELOPMENT CORP. FOR REPLACEMENT OF THE HIGHLAND AVENUE WATER MAIN BETWEEN MCGEE STREET AND TAYLOR STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Saber Development Corp. of Dallas, Texas, is hereby awarded the bid in the total amount of Eighty Four Thousand Five Hundred Ninety-One Dollars and No Cents (\$84,591.00) for replacement of the Highland Avenue Water Main between McGee Street and Taylor Street; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute a contract with Saber Development Corp. for construction of the Highland Avenue Water Main Replacement, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
BILL MAGERS, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

MORRIS ENGINEERS

July 8, 2008

Mark Gibson, P.E.
Director of Engineering & Utilities
City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106

**RE: Highland Avenue Waterline from McGee Street to Taylor Street
Recommendation of Award**

Dear Mark,

Bids were accepted on June 12, 2008 for the construction of the Highland Avenue Waterline from McGee Street to Taylor Street in Sherman. The bids were in response to an Advertisement for Bids dated May 21, 2008, which your office published in the Herald-Democrat. Individual bidding notices were mailed to nineteen (19) contractors. During the bidding period, six (6) prospective bidders picked up plans and specifications. A total of five (5) bids were received. Enclosed is a tabulation of those bids.

The lowest bid was from Saber Development Corporation, of Dallas, Texas, for the amount of \$84,591.00. I checked references provided on a Bidder Qualification Statement submitted by Saber (copy enclosed), and received favorable responses. I believe that they are responsible and competent for completing this construction project; therefore, I recommend that you award the contract to Saber Development Corporation for the amount bid.

I have also included a Notice of Award for your use in so awarding the project. If you will sign, date, and return the notice to me, we will forward it to the contractor along with contracts for execution.

Please call me if you have any questions.

Sincerely,



Timothy L. Morris, P.E.

Enclosures: Bid Tab; BQS; Notice of Award

c: file

BID TABULATION

PROJECT: HIGHLAND AVENUE WATERLINE

OWNER: CITY OF SHERMAN

BID TIME & DATE: JUNE 12, 2008 10:00 A.M.

BID LOCATION: OFFICES OF THE DIRECTOR OF UTILITIES & ENGINEERING

BIDDER	TOTAL AMOUNT OF BID
SABER DEVELOPMENT CORP.	\$84,591.00
LYNN VESSELS CONSTRUCTION, LLC	\$93,935.69
DICKERSON CONSTRUCTION CO., INC.	\$123,805.00
JERRY PAUL HIGGINS, LTD.	\$126,355.80
WHITEWATER CONSTRUCTION, INC.	\$126,535.00

CITY OF SHERMAN §
COUNTY OF GRAYSON §

**CONTRACT
BETWEEN THE CITY OF SHERMAN AND THE CONTRACTOR**

THIS AGREEMENT is by and between the CITY OF SHERMAN ("CITY" or "OWNER") and
and _____ ("CONTRACTOR").

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

ARTICLE 1 - PROJECT

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

[DESCRIBE PROJECT]

This Project will be completed with/without change orders and all extra work in connection with the project, as described in the contract documents, shall be at the CONTRACTOR'S sole cost and expense all the materials, supplies, machinery, equipment, tools, superintendence, labor, necessary and customary insurance, and other accessories and services necessary to complete the Project in accordance with the Contract Documents.

ARTICLE 2 - INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

- 3.01 *Commencement of Contract*

- A. CONTRACTOR agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the CITY and to fully complete the contract within ninety (90) days
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed by CONTRACTOR on or before _____, and completed and ready for final payment in accordance with paragraph 5.05 of the General Conditions on or before _____.

3.03 *Liquidated Damages*

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

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

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

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

_____ (\$_____) (use words) (figure)

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

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 5 of the General Conditions. Applications for Payment will be processed by the ENGINEER (defined in Article 9 of this Contract) as provided in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 Contents

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

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

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

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

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

ARTICLE 8 - NOTICE

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

If intended for CITY to:

Designee: _____

Address: _____

If intended for CONTRACTOR, to:

Designee: _____

Address: _____

ARTICLE 9 - MISCELLANEOUS

9.01 Terms

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

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

9.02 Assignment of Contract

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

9.03 Successors and Assigns

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

9.04 *Severability and Conflict*

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

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

9.05 *Captions*

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

9.06 *INDEMNITY AND DUTY TO DEFEND*

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

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

C. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the CITY under Texas law, and any defenses of the parties under Texas law. The provisions

of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

9.08 *Deletion of Arbitration Clause*

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

9.07 *Choice of Law: Venue.*

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

9.08 *Binding Authority*

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

9.09 *Entire Agreement*

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

9.10 *Contract Interpretation*

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

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

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

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR:

By: _____
City Manager

By: _____

Attest _____
City Clerk

Attest _____
Notary Public

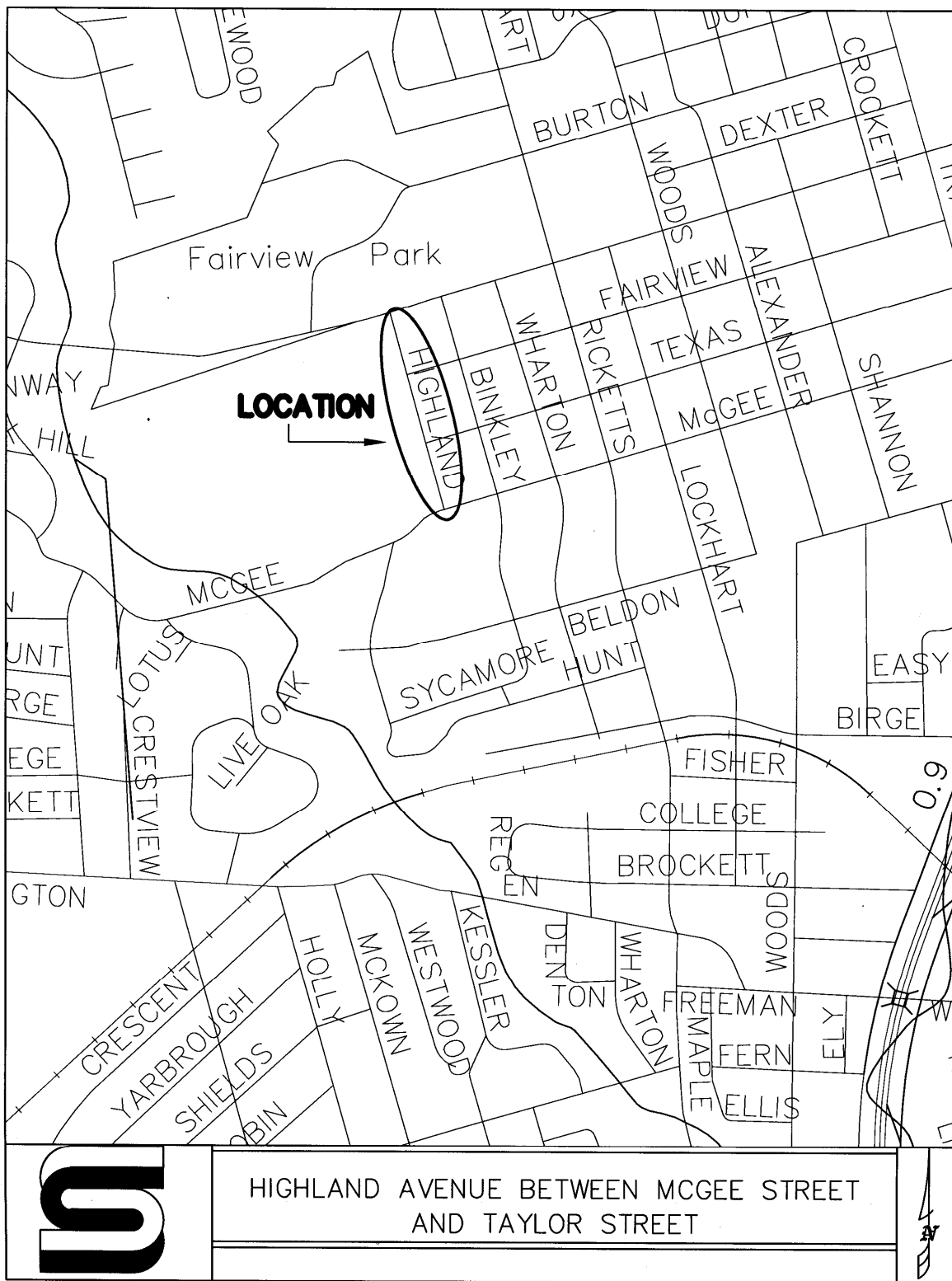
Commission Expires: _____

Agent for service of process: _____

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

Approved as to form:

Doreen E. McGookey
City Attorney





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5238**

**Awarding a Bid to and Authorizing Execution of a Contract with
R.K. Hall Construction, Ltd. for the 2007-2008 Street Mill and Overlay Program**

Issue

Consider awarding a bid to and executing a contract with R.K. Hall Construction, Ltd. for street mill and overlay services during fiscal year (FY) 2007-2008

Background

The planned street mill and overlay work for the 2007-2008 season was advertised; and three bids were opened on July 10, 2008 (see Attachment 2). This fiscal year, the City's overall street improvement program includes several mill and overlay projects that are part of both the new "Enhanced Thoroughfare Network" program and the Capital Improvement Program. To improve the City's chances of receiving the lowest possible bids, the decision was made to bundle all mill and overlay projects together as one large project. Additionally, this year staff bid an alternate to incorporate 20 percent (20%) of the street millings into the new asphalt for a savings of over \$47,000.00. This technique is approved by the Texas Department of Transportation. The projects include:

- Travis Street from Kam Corners to Washington Street (CIP);
- Ricketts Street from McGee to Washington (Street Department budget); and
- Taylor Street from Ricketts Street to Heritage Parkway (sales tax revenue).

Origination

Department of Public Works

Financial Consideration

Funds have been appropriated for these projects in three sources: Capital Improvement Program, sales tax revenue, and the Street Department budget.

Staff Recommendation

Award a contract to R.K. Hall Construction, Ltd. based upon the unit prices submitted in their bid documents (see Attachment 1).

Alternatives

Consider other recommendations as may be put forth by the City Council.

Attachments

Resolution No. 5238; Attachment 1 (Bid Documents); Attachment 2 (Bid Tab); Contract; and Location Map

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

Approved by:
George Olson, City Manager

RESOLUTION NO. 5238

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH R.K. HALL CONSTRUCTION, LTD. FOR THE 2007-2008 STREET MILL AND OVERLAY PROGRAM; 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 R.K. Hall Construction, Ltd. is hereby awarded the bid based upon the unit prices included in ATTACHMENT 1 (submitted bid documents) for the 2007-2008 Street Mill and Overlay Program; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute a contract with R.K. Hall Construction, Ltd. for the construction of the 2007-2008 Street Mill and Overlay Program, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

ATTACHMENT 1 (Bid Documents)

2008 Mill and Overlay Project

ITEM NO.	EST. QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE (both script and figures)
1.	50,000	SY	Mill existing pavement 2" in depth, remove and haul millings to City of Sherman South plant. Words <u>ONE</u> Dollars and <u>Sixty-five cents</u> (\$ <u>1.65</u>) (\$ <u>82,500.00</u>) Unit Total
2.	50,000	SY	2" thick Type "D" Hot Mixed Asphaltic Concrete including rolling and compaction complete in place. Words <u>EIGHT</u> Dollars and <u>TEN cents</u> (\$ <u>8.10</u>) (\$ <u>405,000.00</u>) Unit Total
3.	N/A	N/A	Storm water pollution protection as necessary, including inlet protection Words <u>ONE</u> Dollars and <u>NO cents</u> (\$ <u>1.00</u>) Total

TOTAL OF ITEM 1 THROUGH 3: \$ 487,501.00

In accordance with H.B. 11 which amended Section 151.311 of the V.T.C.A. Tax Code, the cost of materials to be used in this project which are exempt from the payment of State Sales Tax is:

\$ 286,000.00

2008 Mill and Overlay Project

ITEM NO.	EST. QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE (both script and figures)
4.	N/A	CY	Mill existing pavement 2" and greater in depth, remove and haul millings to City of Sherman South Plant. Words <u>Twenty-Five</u> Dollars and <u>no cent</u> (\$ <u>25.00</u>) Unit
Alt. 1.	N/A	LF	Edge mill 2" in depth, tapered over 6.0' to match existing grade level. Words <u>ONE</u> Dollars and <u>Fifty cents</u> (\$ <u>1.50</u>) Unit
Alt. 2	50,000	SY	2" thick type "D" Hot Mix Asphaltic Concrete with 20% RAP, including rolling and compaction complete in place. *RAP use for mix will be generated from project. Words <u>Seven</u> Dollars and <u>Fifteen cents</u> (\$ <u>7.15</u>) (\$ <u>357,500</u>) Unit Total

ATTACHMENT 2 (Bid Tab)

BID TAB

2008 MILL & OVERLAY

JULY 2008

	RK Hall	Austin Bridge & Road	JRJ Paving
2" Milling	\$ 82,500.00	\$ 67,500.00	\$ 73,500.00
2" Asphalt w/20% RAP	\$ 357,500.00	\$ 372,500.00	\$ 449,500.00
Storm Water Protection	\$ 1.00	\$ 1,400.00	\$ 2,000.00
Total Mill & Overlay	\$ 440,001.00	\$ 441,400.00	\$ 525,000.00
Milling >2"	\$25.00/yd. ³	\$40.00/yd. ³	\$34.95/yd. ³

CITY OF SHERMAN §
COUNTY OF GRAYSON §

**CONTRACT
BETWEEN THE CITY OF SHERMAN AND THE CONTRACTOR**

THIS AGREEMENT is by and between the **CITY OF SHERMAN** ("CITY" or "OWNER") and
and **R.K. HALL CONSTRUCTION, LTD.**(" CONTRACTOR").

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

ARTICLE 1 - PROJECT

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

2008 Mill and Overlay Project

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

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

3.01 *Commencement of Contract*

- A. **CONTRACTOR** agrees to commence work under this Contract on or before the date specified in the written "Notice to Proceed" of the **CITY** and to fully complete the contract as specified herein.
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be completed and ready for final payment in accordance with paragraphs 5.05 and 5.06 of the General Conditions on or before December 31, 2008.

3.03 *Liquidated Damages*

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

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

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

- A. For all Project work, as set forth in the Unit Pricing portion on pages EQ-1 and EQ-2 of the Specifications and Contract Documents for the 2008 Mill and Overlay Project submitted by the CONTRACTOR.
- C. The above price reflects the consideration for the performance of this Contract.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 5 of the General Conditions. Applications for Payment will be processed by the ENGINEER (defined in Article 9 of this Contract) as provided in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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

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

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

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

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

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Contract;
2. The Specifications and Contract Documents for the 2008 Mill and Overlay Project, including, but not limited to:
 - a. Performance Bond;
 - b. If applicable, the Unit Pricing in the Proposal;
 - c. Payment Bond;
 - d. Bid Bond
 - e. General Conditions of Agreement;
 - f. Special Conditions of Agreement;

- g. Any Other Documents listed in the Table of Contents of the Project Manual;
 - h. Any Addenda;
3. Any Drawings associated with the Project;
4. Exhibits to this Contract(enumerated as follows):
- a. Notice to Proceed;
 - b. CONTRACTOR'S Bid;
 - c. Documentation submitted by CONTRACTOR;
5. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s), if permissible under the Resolution enacted by the City.
- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 9.09 of this Contract.

ARTICLE 8 – NOTICE

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

If intended for CITY to:

Designee: Jeff Miller

Address:
P.O. Box 1106
Sherman, Texas 75091

If intended for CONTRACTOR, to:

Designee: _____

Address:
2810 NW Loop 286
Paris, Texas 903-785-8941

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

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

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

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability and Conflict*

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

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

9.05 *Captions*

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

9.06 *INDEMNITY AND DUTY TO DEFEND*

A. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES INCLUDING ATTORNEYS FEES, FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE ACT, OR ANY OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT (HEREINAFTER "CLAIMS"); EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. IN ADDITION, THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

B. CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL CLAIMS FOR WHICH THE CITY BECOMES LIABLE. IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH A RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING BY THE CITY MANAGER, APPROVED BY THE CITY ATTORNEY, AND PROPERLY AUTHORIZED BY THE CITY'S COUNCIL. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO.

ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY IN DEFENSE OF CLAIMS FOR WHICH CONTRACTOR IS LIABLE UNDER THIS PARAGRAPH.

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

9.08 *Deletion of Arbitration Clause*

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

9.07 *Choice of Law: Venue.*

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

9.08 *Binding Authority*

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

9.09 *Entire Agreement*

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

9.10 *Contract Interpretation*

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

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

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

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR:

R.K. Hall Construction, Ltd.

By: _____
City Manager

By: Thomas M. Jones

Attest _____
City Clerk

Attest Tammy Biggar
Notary Public

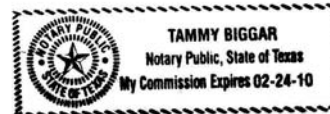
Commission Expires: 2-24-10

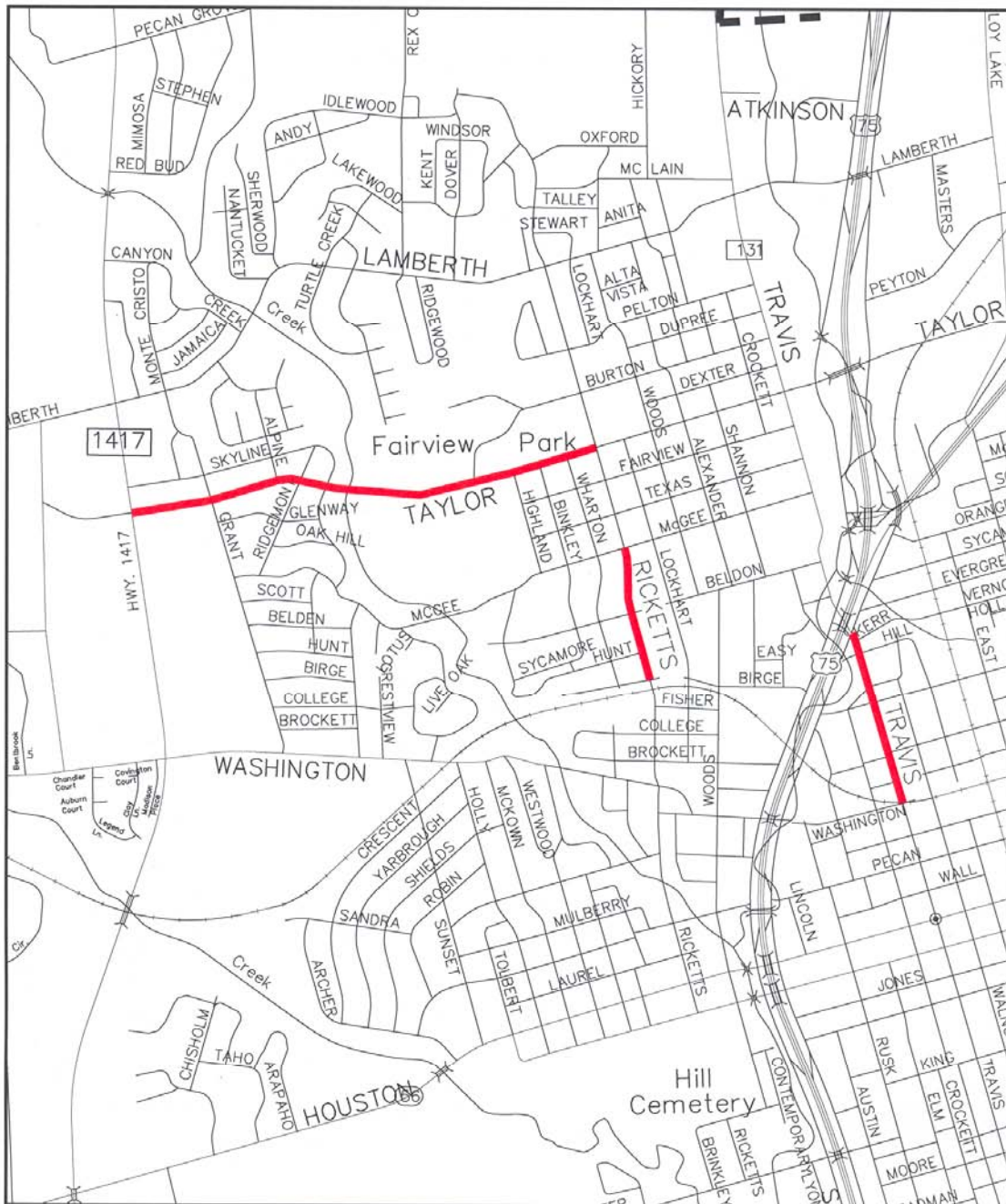
Agent for service of process: _____

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

Approved as to form:

Doreen E. McGookey
City Attorney





City of Sherman, Texas

2008 MILL & OVERLAY

PUBLIC WORKS





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5239**

**Authorizing Execution of an Agreement with Barton Capital, LTD for the
Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family
Residence at 1614 South Montgomery Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 1614 South Montgomery Street.

Background

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

Origination

Barton Capital, LTD, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$268.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5239
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5239

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1614 SOUTH MONTGOMERY STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, LTD and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Barton Capital, LTD for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1614 South Montgomery Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 4685) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 16th day of June, 2003;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an

abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, and 2017 as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at the following location:

Being Lot 12, of J.P. Geren's South Montgomery Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 1614 South Montgomery Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 205 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

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

XI.

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

XII.

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

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

Barton Capital, LTD
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4201

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM:

DOREEN E. MCGOOKEY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2008.

Tammy Biggar
Notary Public
Date of Expiration: 2/24/2010

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

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

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 1614 S. MONTGOMERY

Summary Legal Description: Lot: 12 Block: 1 Addition: J.P. LEWIS - S. MONTGOMERY
A.J.J.

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

Improvements:

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

Estimated Value of Improvements: 67,000

Estimated Date of Start of Construction: 7-7-08

Estimated Date of Completion of Project: 9-7-08

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): G. L. P. Date: 6-25-08



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

SURVEY FOR:

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 21 st day of May, 2008 of the following described property:

Lot TWELVE (12) of J. P. GEREN'S SOUTH MONTGOMERY ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 341, Page 13, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as 1614 S. MONTGOMERY STREET, SHERMAN, TEXAS, and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

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



Instrument Number: 2008-00010977

Recorded On: May 08, 2008

As
Recordings

Parties: W DOUGLAS DISTRIBUTING LTD

Billable Pages: 3

To BARTON CAPITAL LTD

Number of Pages: 5

Comment: WD/VL

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	24.00
Total Recording:	24.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

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

File Information:

Document Number: 2008-00010977

Receipt Number: 265853

Recorded Date/Time: May 08, 2008 10:20:32A

Book-Vol/Pg: BK-OR VL-4451 PG-730

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

RED RIVER TITLE CO

421 N. CROCKETT ST

SHERMAN TX 75090



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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

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

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON *

That **W. DOUGLAS DISTRIBUTING, LTD.**, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged herein, and the further consideration of the execution and delivery by Grantee of one certain promissory note of even date herewith, in the principal sum of **EIGHTY-ONE THOUSAND FIVE HUNDRED SIX AND NO/100THS (\$81,506.00) DOLLARS**, payable to the order of **AMERISTATE BANK**, as therein specified and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees; the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to **CHARLES A. MCCALL, Trustee**, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto **BARTON CAPITAL, LTD.**, all of the following described real property in Grayson County, Texas, to-wit:

BEING Lots 1 through 14 of the J.P. GEREN'S SOUTH MONTGOMERY ADDITION to the City of Sherman, Texas, as shown by plat of record in Vol. 341, Page 13, Deed Records, Grayson County, Texas, being more particularly described on the attached Exhibit "A"

SAVE AND EXCEPT and there is hereby excepted from the warranties herein conveyed all prior reservations of any oil, gas, and other minerals, easements, and restrictive covenants and conditions of record in the County Clerk's Office, Grayson County, Texas.

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

AMERISTATE BANK, at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the hereinbefore described **\$81,506.00** Note, the vendor's lien, together with the superior title to said property is retained herein for the benefit of **AMERISTATE BANK**, and the same is hereby transferred and assigned to **AMERISTATE BANK**.

Bk Vol
00010977 OR 4451

But it is expressly agreed that the Vendor's Lien, as well as the Superior title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 8 day of May, 2008.

W. DOUGLAS DISTRIBUTING, LTD.

BY: William P. Douglas
NAME PRINTED: William P. Douglas
TITLE: CEO

GRANTEE'S MAILING ADDRESS:

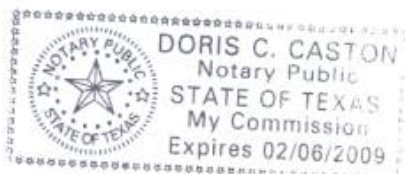
Barton Capital, Ltd.
215 S. Hwy 75
Sherman TX 75090

ACKNOWLEDGMENT

STATE OF TEXAS *

COUNTY OF Gonzales *

This instrument was acknowledged before me on the 8 day of May, 2008, by William P. Douglas in the capacity of CEO for W. DOUGLAS DISTRIBUTING, LTD., on its behalf and in the capacity therein stated



[Signature]
Notary Public, State of Texas

EXHIBIT A

Bk Vol Pg
00010977 OR 4451 733

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the Samuel Blagg Survey, Abstract No. 56, being all of J. P. Geren's South Montgomery Addition, to the City of Sherman, Texas, recorded in Volume 341, Page 13, Deed Records, Grayson County, Texas, said Geren's Addition being the 2.272 acre tract of land described as Parcel One, conveyed in the Warranty Deed from Keystone Consolidated Industries, Inc., to DSO Acquisition Corporation, on September 27, 1996, recorded in Volume 2497, Page 797, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at 1/2 inch rebar found in the North line of Lake Avenue and the East line of an alley, at the Southwest corner of said Geren's Addition and said DSO 2.272 acres;

THENCE North 16 deg. 00 min. 00 sec. West, with the East line of said alley, a distance of 697.00 ft. to a 1/2 inch rebar found in the South line of Olive Street, at the Northwest corner of said Geren's Addition and said DSO 2.272 acres;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of Olive Street, a distance of 142.00 ft. to a 1/2 inch rebar found in the West line of Montgomery Street, at the Northeast corner of said Geren's Addition and said DSO 2.272 acres;

THENCE South 16 deg. 00 min. 00 sec. East, with the West line of Montgomery Street, a distance of 697.00 ft. to a 1/2 inch rebar found in the North line of Lake Avenue, at the Southeast corner of said Geren's Addition and said DSO 2.272 acres;

THENCE South 74 deg. 00 min. 00 sec. West, with the North line of Lake Avenue, a distance of 142.00 ft. to the PLACE OF BEGINNING and containing 2.272 ACRES of land.

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 81175 SUBCONTRACTOR: CUPID HOMES DATE ISSUED: 6/26/2008

PROJECT ADDRESS:	1614 S MONTGOMERY	LOT #:	12
PARCEL ID:		BLK #:	1
SUBDIVISION:	JP GERENS S MONTGOMERY ADDN	ZONE ORD:	
ISSUED TO:	CUPID INVESTMENTS	CONTRACTOR:	CUPID HOMES
ADDRESS:	715 S US HIGHWAY 75	ADDRESS:	715 S HIGHWAY 75
CITY, ST ZIP:	SHERMAN TX 75090-7260	CITY, ST ZIP:	SHERMAN TX 750907260
PHONE:		PHONE:	903-868-4201
PROP USE:	SINGLE FAMILY RESIDENTIAL	SQ FT:	1,106.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	3
VALUATION:	\$ 67,000.00	BATHROOMS:	2
OCCP TYPE:	SINGLE FAMILY RESIDENTIAL	STORIES:	SINGLE
CNST TYPE:	WOOD FRAME		

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

NOTES:

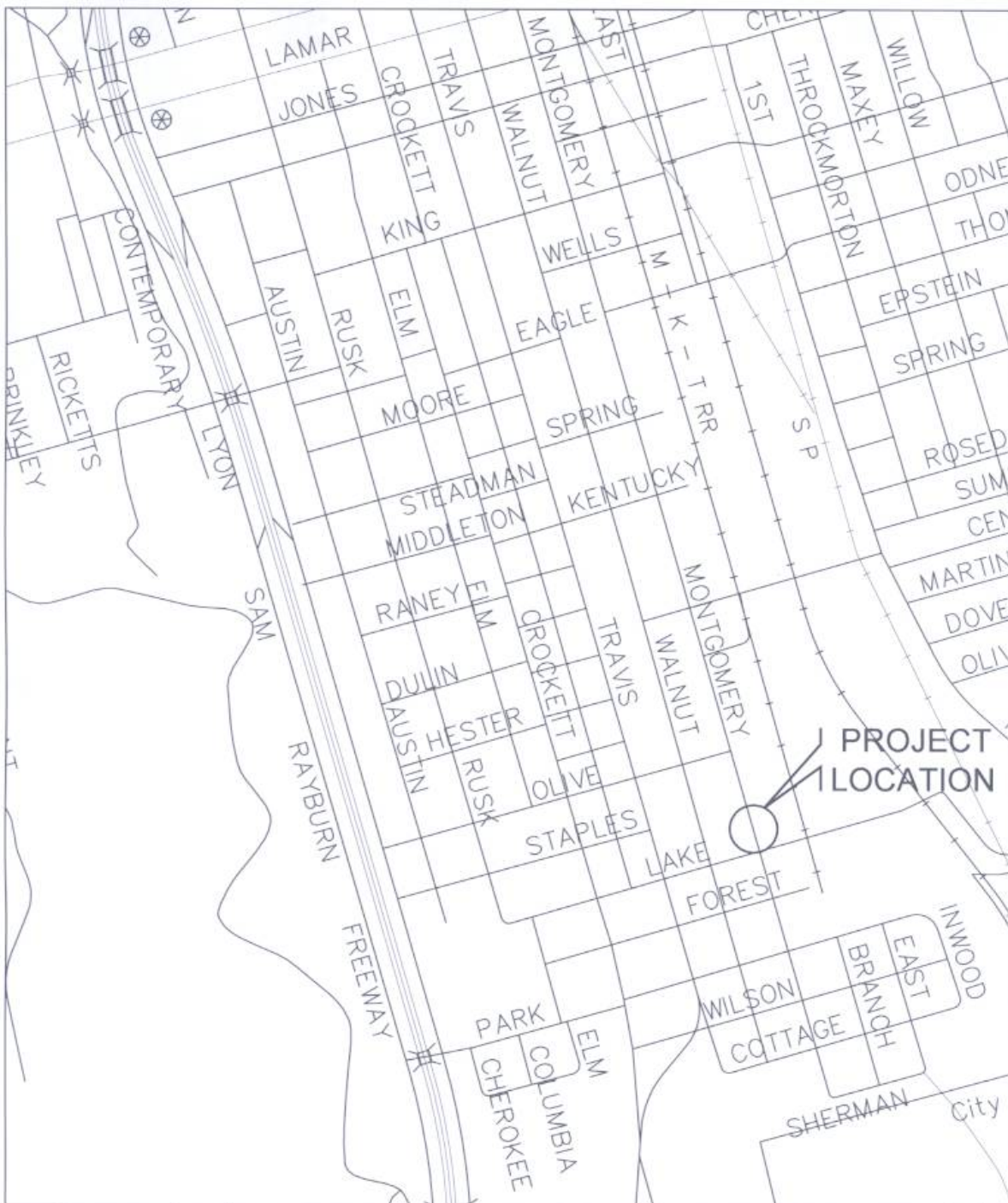
NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE



City of Sherman, Texas

1614 SOUTH MONTGOMERY

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5240**

**Authorizing Execution of an Agreement with Barton Capital, LTD
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 416 West Staples Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 416 West Staples Street.

Background

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

Origination

Barton Capital, LTD, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$300.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5240
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5240

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 416 WEST STAPLES STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, LTD and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Barton Capital, LTD for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 416 West Staples Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 4685) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 16th day of June, 2003;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use

to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, and 2017 as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at the following location:

Being the East Fifty Five Feet of Lots 9 and 10, Block 4 of Mayhew Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 416 West Staples Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 205 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

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

XI.

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

XII.

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

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

Barton Capital, LTD
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4201

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

Notary Public: _____
Commission Exp. _____
License No (where applicable): _____

APPROVED AS TO FORM:

DOREEN E. MCGOOKEY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2008.

Tammy Biggar
Notary Public
Date of Expiration: 2/24/2010

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

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

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 416 W. STAPLES

Summary Legal Description: Lot: 9/10 Block: 4 Addition: MAYHEW ADDITION

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

Improvements:

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

Estimated Value of Improvements: 75,000

Estimated Date of Start of Construction: 7-7-08

Estimated Date of Completion of Project: 9-7-08

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): G. L. P. Date: 6-25-08



70 2008 00004230

Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090

5082

Instrument Number: 2008-00004230

As

Recordings

Recorded On: February 25, 2008

Parties: ALLEN TRACY L

To BARTON CAPITAL LTD

Billable Pages: 2

Number of Pages: 4

Comment: WD

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	20.00
Total Recording:	20.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

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

File Information:

Document Number: 2008-00004230
Receipt Number: 261065
Recorded Date/Time: February 25, 2008 02:15:26P
Book-Vol/Pg: BK-OR VL-4408 PG-391
User / Station: G WHITE - Cashiering Station 1

Record and Return To:

RED RIVER TITLE CO
421 N. CROCKETT ST
SHERMAN TX 75090



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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

010508

WARRANTY DEED
BK Vol
00004230 OR 4408

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

THE STATE OF TEXAS
COUNTY OF GRAYSON

KNOW ALL MEN BY THESE PRESENTS:

THAT TRACY L. ALLEN, a married person not joined by her spouse as property constitutes no part of their homestead

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

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

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

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

BEING A 0.526 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN GRAYSON COUNTY, TEXAS, BEING A PART OF THE W.A. PARKS SURVEY, ABSTRACT NUMBER 925, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A".

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

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

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

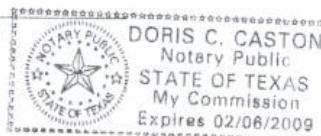
Executed on this the 25 day of February, 2008.


TRACY L. ALLEN

THE STATE OF TEXAS
COUNTY OF GRAYSON

This instrument was acknowledged before me this 25 day of February, 2008, by TRACY L. ALLEN.

NOTARY PUBLIC - STATE OF TEXAS



AFTER RECORDING RETURN TO:
RED RIVER TITLE COMPANY
421 N. Crockett St.

EXHIBIT A

DESCRIPTION

A tract of land situated within the W. A. Parks Survey, Abstract Number 925, Grayson County, Texas and being the same (erroneously called 1.37 acre) tract of land as conveyed to Christian Care Centers by a deed filed for record in Volume 3838 at Page 846 of the Deed Records of Grayson County, Texas. Said tract of land being more particularly described by metes and bounds in a correction deed from A. L. Sollis to R. L. Williams, et ux, and filed for record in Volume 1448 at Page 469 of the Deed Records of Grayson County, Texas Save and Except that portion designated as "Tract II" in a deed to S. D. Pratt as filed for record in Volume 2365 at Page 524 of the Deed Records of Collin County, Texas;

Commencing at a concrete right-of-way marker found, on the South right-of-way line of F. M. Road No. 902, at the point of curvature of a curve to the left and having a radial bearing of S 02°32'00" W;

Thence Southwesterly, 182.23 feet along the aforementioned right-of-way line and the arc of a curve to the left, having a radius of 1,105.92 feet, a central angle of 09°26'28" and a chord which bears S 87°48'48" W, 182.03 feet to the common North corner of the above-mentioned Williams tract and a tract of land conveyed to H. L. Waller, et ux by a deed filed for record in Volume 1133 at Page 524 of the Deed Records of Grayson County, Texas. Said corner also being the Point of Beginning of the tract of land herein described;

Thence S 02°32'00" W, along the common boundary line of the tract of land herein described and the aforementioned Waller tract, passing at 1.85 feet a 1/2" rebar found for a reference corner and continuing for a total distance of 407.45 feet to a 1/2" rebar found for the common South corner of the tract of land herein described and the above-mentioned "Tract II", from which a 1/2" rebar found for the most Southerly corner of said "Tract II" bears S 02°32'00" W, 35.40 feet;

Thence N 13°48'33" W, along the common boundary line of the tract of land herein described and the aforementioned "Tract II", passing at 395.76 feet a 1/2" rebar found for a reference corner and continuing for a total distance of 398.85 feet to their common North corner on the above-mentioned South right-of-way line;

Thence Northeasterly, 114.97 feet along the aforementioned South right-of-way line and the arc of a curve to the right, having a radius of 1,105.92 feet, a central angle of 05°57'23" and a chord which bears N 80°06'50" E, 114.92 feet to the Point of Beginning.

Said tract of land containing 22,978 square feet or 0.528 acre, more or less.

Said tract of land is not subject to an easement to the State of Texas, Inc. as filed for record in Volume 634 at Page 380 of the Deed Records of Grayson County, Texas.

	BK	Vol	Pg
00004230	DR	4408	394

Filed for Record in:
Grayson County

On: Feb 25, 2008 at 02:15P

As a
Recording

Document Number: 00004230

Amount: 20.00

Receipt Number - 261065

By:
GAIL WHITE

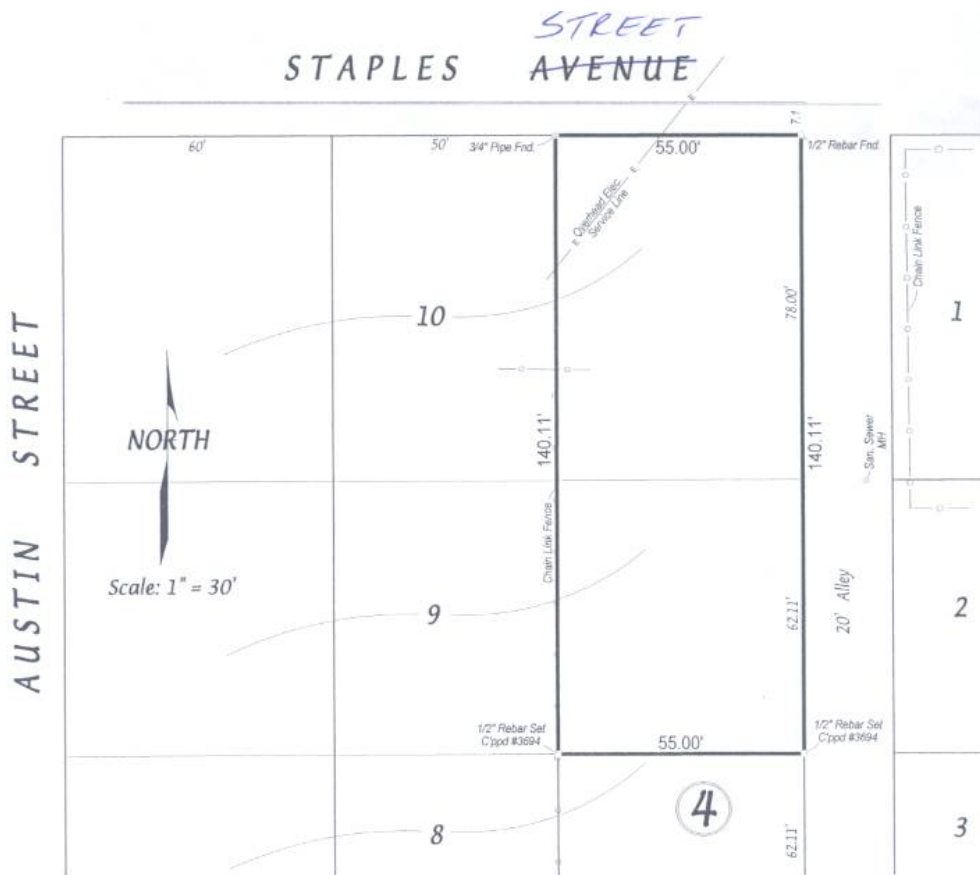
STATE OF TEXAS COUNTY OF GRAYSON

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:

Grayson County
as stamped hereon by me.

Feb 25, 2008

Wilma Blackshear Bush, County Clerk
Grayson County



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

SURVEY FOR: BARTON CAPITAL, LTD.

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 10th day of June, 2008 of the following described property:

The East Fifty five feet (55.00 ft.) of Lots NINE (9), and TEN (10) in Block FOUR (4) of MAYHEW ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 221, Page 393, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as 416 W. STAPLES AVENUE, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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



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

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 81168 SUBCONTRACTOR: CUPID HOMES DATE ISSUED: 6/25/2008

PROJECT ADDRESS:	416 W STAPLES	LOT #:	9/10
PARCEL ID:		BLK #:	4
SUBDIVISION:	MAYHEW ADDITION	ZONE ORD:	
ISSUED TO:	CUPID INVESTMENTS	CONTRACTOR:	CUPID INVESTMENTS
ADDRESS:	715 S US HIGHWAY 75	ADDRESS:	715 S US HIGHWAY 75
CITY, ST ZIP:	SHERMAN TX 75090-7260	CITY, ST ZIP:	SHERMAN TX 75090-7260
PHONE:		PHONE:	
PROP. USE:	SINGLE FAMILY RESIDENTIAL	SQ FT:	1,256.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	3
VALUATION:	\$ 75,000.00	BATHROOMS:	2
OCCP TYPE:	SINGLE FAMILY RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

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

NOTES:

NOTICE

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

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

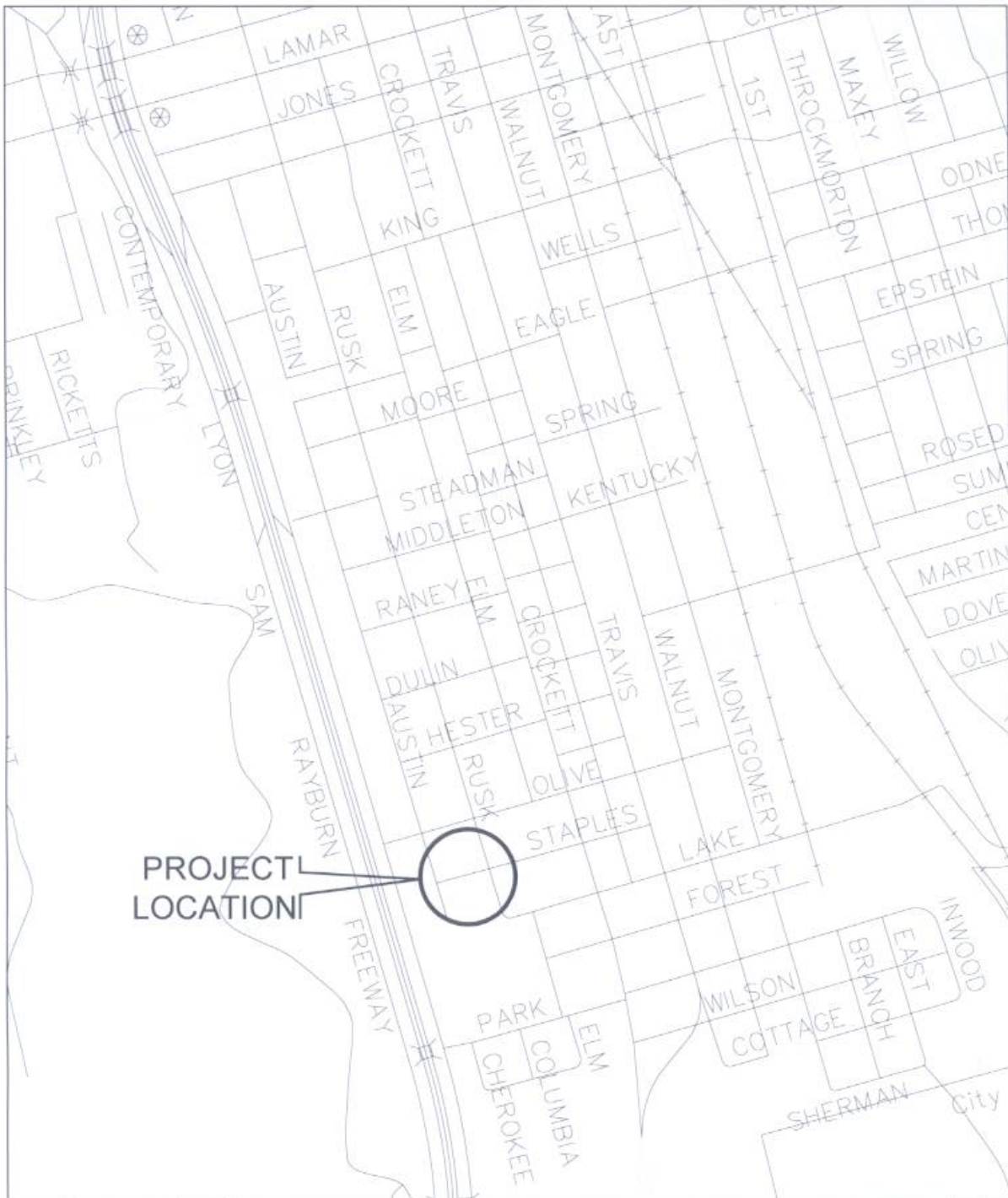


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

6/25/08
DATE

(APPROVED BY)

1/1
DATE



PROJECT
LOCATION!



City of Sherman, Texas

416 WEST STAPLES

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5241**

**Authorizing Execution of an Agreement with Jose and Crisalidad Torres
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 1817 East Alma Avenue**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 1817 East Alma Avenue.

Background

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

Origination

Jose and Crisalidad Torres, Applicants

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$152.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5241
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5241

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSE AND CRISALIDAD TORRES FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1817 EAST ALMA AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Jose and Crisalidad Torres and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Jose and Crisalidad Torres for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1817 East Alma Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 4685) stating that it elects to be eligible to participate in a residential tax abatement program; and

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

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

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

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 16th day of June, 2003;

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use

to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, and 2017 as indicated above in paragraph 1.01.

IV.

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

Construction of one (1) new single-family residence at the following location:

Being the Lot 11, Block 2 of Milan Heights Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 1817 East Alma Avenue.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 205 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

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

XI.

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

XII.

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

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

Jose and Crisalidad Torres
1014 E. Houston St.
Sherman, Texas 75090
(903) 819-7177

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
JOSE TORRES

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: JOSE TORRES

ATTEST:

CRISALIDAD TORRES

BY: _____
LINDA ASHBY
CITY CLERK

BY: _____
NAME: CRISALIDAD TORRES

APPROVED AS TO FORM:

DOREEN E. MCGOOKEY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Jose and Crisalidad Torres, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2008 A.D.

Tammy Biggar, Notary Public

\$ 75⁰⁰

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Jose Torres Castillo, Crisalida Serrano Torres

Mailing Address: 1014 E. Houston St Sherman Tx 75090

Telephone Number: (903) 868-0948

Contact (if different than owner):

Name: Nancy Garcia

Mailing Address: _____

Telephone Number: 903-819-7177

Property:

Physical Address: 1817 E. Alma Ave

Summary Legal Description: Lot: 11 Block: 2 Addition: Milan Heights Addition

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

Improvements:

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

Estimated Value of Improvements: 38,000

Estimated Date of Start of Construction: 2/2/08

Estimated Date of Completion of Project: 12/30/08

Description of Project: House

Applicant(s): Crisalida Serrano Torres Date: 7/1/08

SURVEY PLAT

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. ALMA AVENUE in the city of SHERMAN, Texas, Lot No. ELEVEN (11) Block No. TWO (2) of MILAM HEIGHTS ADDITION on addition to the City of SHERMAN, Texas, according to the PLAT recorded in VOLUME 150 at PAGE 452 of the DEED Records of GRAYSON County, Texas.

Vol 160 452



Informational Purpose only

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.
NOTE: According to the F.I.R.M. No. 48161C0145 E (this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.
This survey is made in conjunction with the information provided by SHERMAN Title Company in connection with the transaction described in C.F. 0563112. The use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. The plat hereon is a correct and accurate representation of the property lines and dimensions as adopted, located and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

ACCEPTED BY: _____ DATE: _____
SIGNATURE: _____ DATE: _____

Drawn By: GDS
Scale: 1" = 20'
Date: 2-13-06
Surveyor:
Job No. 0600694-1

LEGEND	
	1/2" IRON ROD FOUND
	1/2" IRON ROD SET
	1" IRON PIPE FOUND
	FENCE POST CORNER
	"X" FOUND IN CONCRETE
	UNDERGROUND ELECTRIC
	OVERHEAD ELECTRIC
	ASPHALT PAVING
	GRAVEL/ROCK ROAD OR DRIVE
	CONCRETE PAVING
	POWER POLE
	BRICK COLUMN
	A/C - AIR CONDITIONING
	CHAIN LINK FENCE
	WOOD FENCE
	3.5' WIDE TYPICAL
	BARRIED WIRE
	IRON FENCE
	PIPE FENCE
	COVERED PORCH/DECK OR CARPORT
	OVERHEAD ELECTRIC SERVICE
	OVERHEAD POWER LINE

DOUG CONNALLY & ASSOC., INC.
11545 PAGESWILL RD., SUITE #200
DALLAS, TEXAS 75243
PHONE: (214) 349-9485
FAX: (214) 349-2216
www.dougsurveying.com

R.P.L.S. NO. 5569

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER. g80864450

SPECIAL WARRANTY DEED

DATE: May 30, 2008

GRANTOR: THOMAS CAPITAL CORPORATION, a Texas corporation
P.O. Box 25205, Dallas, Dallas County, Texas 75225

GRANTEES: JOSE CASTILLO TORRES and wife, CRISALIDA SERRANO TORRES
1817 E. Alma, Sherman, Grayson County, Texas 75090

CONSIDERATION: For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to the undersigned paid, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY (including improvements):
BEING LOTE ELEVEN (11) in BLOCK TWO (2) of MILAM HEIGHTS ADDITION to the City of Sherman, Texas, as shown by plat of record in Volume 160 at page 452 of the Deed Records of Grayson County, Texas.
Being the same property conveyed by Substitute Trustee's Deed from Randall C. Grasso, Substitute Trustee, to Thomas Capital Corporation, dated August 7, 2007, recorded in Volume 4302, page 333, Official Public Records, Grayson County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTIES:

All presently valid restrictions, reservations, covenants, conditions, rights-of-way, easements, mineral leases, and royalty and mineral conveyances now outstanding and of record, if any, in Grayson County, Texas, affecting the herein described property. Grantor reserves to Grantor, Grantor's successors and assigns, all oil, gas and other minerals in, on, under of that may be produced from the property, together with all right and privileges appurtenant to such interest.

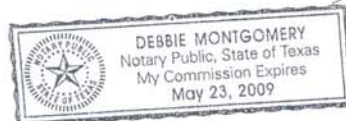
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantees the property together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantees, Grantees' heirs, administrators, executors, successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the property to Grantees and Grantees' heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, *when the claim is by, through*
Ad valorem taxes having been prorated, the payment of 2008 taxes is assumed the Grantees.

THOMAS CAPITAL CORPORATION

Harley T. Morris
By: HARLEY MORRIS, president

State of Texas
County of Grayson

This instrument was acknowledged before me on the 30 day of May, 2008, by Harley Morris, President of Thomas Capital Corporation, a Texas corporation, on behalf of said corporation.



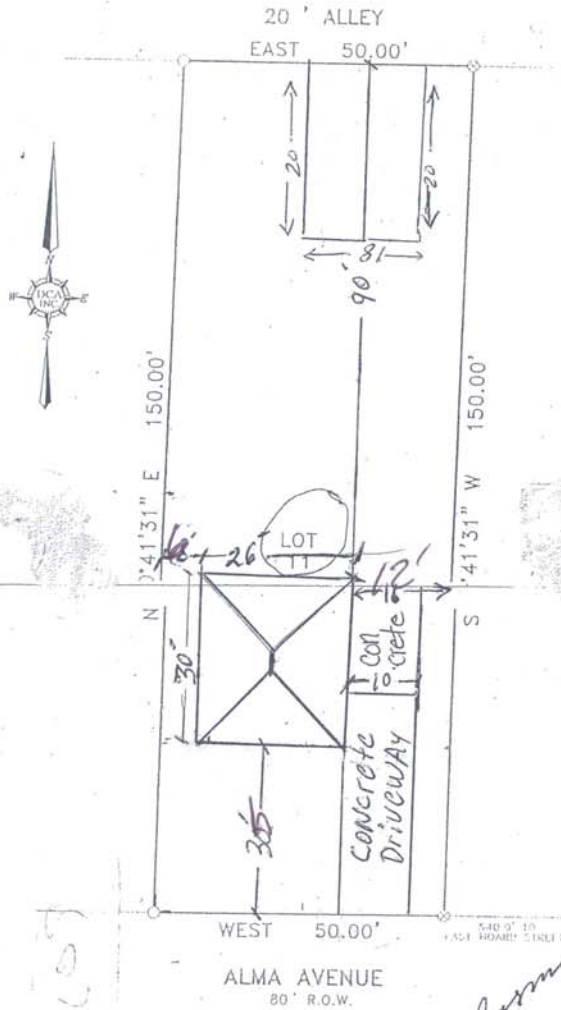
DM
Notary Public, State of Texas

SURVEY PLAT

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. ALMA AVENUE in the city of SHERMAN, Texas, Lot No. ELEVEN (11) eleven Block No. TWO (2) TWO of MILAM HEIGHTS ADDITION an addition to the City of SHERMAN, Texas, according to the PLAT recorded in VOLUME 160 at PAGE 452 of the DEED Records of GRAYSON County, Texas.

Vol 160

452



Informational purposes only

NOTE: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.
 NOTE: According to the F.I.R.M. No. 48181C0145 E, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.
 This survey is made in compliance with the information recorded in DEED

Anna - translator
903 818-3703

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

SUBCONTRACTOR: JOSE/CRISALIDAD
TORRES

PERMIT #: 81216

DATE ISSUED: 7/01/2008

PROJECT ADDRESS: 1817 E ALMA AVE
PARCEL ID:
SUBDIVISION: MILAN HEIGHTS

LOT #: 11
BLK #: 2
ZONE ORD:

ISSUED TO: JOSE/CRISALIDAD TORRES
ADDRESS: 1014 E HOUSTON
CITY, ST ZIP: SHERMAN TX 75090
PHONE: 903-868-0948

CONTRACTOR: JOSE/CRISALIDAD TORRES
ADDRESS: 1014 E HOUSTON
CITY, ST ZIP: SHERMAN TX 75090
PHONE:

PROP. USE: RESIDENTIAL
WORK: CONSTRUCT SINGLE FAMILY
VALUATION: \$ 38,000.00
OCCP TYPE: RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,720.00
BEDROOMS: 3
BATHROOMS: 2
STORIES: 2

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

NOTES:

NOTICE

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

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

X Crisalida Serrano Torres
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

7/11/08
DATE

Buddy Lee
(APPROVED BY)

7/2/08
DATE





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. C.7

*** RESOLUTION NO. 5242**

Authorizing Execution of a Fifth Amendment to the Original Software License and Service Agreement with SunGard OSSI, hereinafter SunGard Public Sector Incorporated, Relating to the Deletion of Certain Unused Implementation Services

Issue

To consider a fifth amendment to the original SunGard OSSI Software License and Service Agreement concerning the deletion of certain unused implementation services

Background

On November 22, 2004, the City of Sherman entered into Software License and Service Agreement with SunGard OSSI, now SunGard Public Sector Incorporated, for computer aided dispatch and records management software services for the Sherman Police Department. This original agreement included certain implementation services that were never used. SunGard OSSI has agreed to credit our account Sixteen Hundred Dollars (\$1,600.00) and allow us to apply the credit toward existing annual maintenance costs.

Origination

Sherman Police Department

Financial Consideration

There are no additional costs.

Staff Recommendation

Authorize the contract amendment.

Alternatives

None recommended

Attachments

Resolution No. 5242

SunGard Public Sector Correspondence

Fifth Amendment prepared by the City Attorney

Exhibit I and Amendment prepared by SunGard/OSSI.

Prepared by:

Tom Watt, Police Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5242

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A FIFTH AMENDMENT TO THE ORIGINAL SOFTWARE LICENSE AND SERVICE AGREEMENT WITH SUNGARD OSSI, HEREINAFTER SUNGARD PUBLIC SECTOR INCORPORATED, RELATING TO THE DELETION OF CERTAIN UNUSED IMPLEMENTATION SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute the attached Fifth Amendment to the original contract with SunGard OSSI, hereinafter SunGard Public Sector Incorporated, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

SUNGARD® PUBLIC SECTOR

July 8, 2008

Captain Otis Henry
City of Sherman
317 S. Travis
Sherman, TX 75091

Dear Captain Henry:

Enclosed please find Two (2) original Agreements that have been executed by an authorized SunGard Public Sector representative.

Upon your approval, please have these agreements executed and return one (1) copy to my attention at the address provided below.

If you have any questions, please feel free to contact your Project Manager Alan Braswell . at 336-885-0911 or by my email address below. Thank you.

Sincerely,



Hannafer Bacchus-Moore
Contracts Specialist I
Hannafer.Bacchus-Moore@SunGardps.com

Enclosures

**FIFTH AMENDMENT TO THE SUNGARD OSSI SOFTWARE LICENSE AND SERVICES
AGREEMENT**

THIS IS THE FIFTH AMENDMENT to the SunGard OSSI Software License and Service Agreement (hereinafter "Original Agreement") between SunGard OSSI, now SunGard Public Sector Inc., (hereinafter "SunGard Public Sector") and the City of Sherman (the "City") which was signed by the City on November 22, 2004. This Amendment, which is signed by all the parties, has the same effect as is if in the Original Agreement signed by the parties. The Original Agreement remains in effect, except as amended by any and all previous amendments and this Third Amendment:

1. That this Amendment is subject to any and all previous amendments to the Original Agreement. The previous amendments remain in full force and effect.
2. The parties agree to incorporate the attached Exhibit "I" into this Amendment for all purposes and as if fully set forth in the Agreement.

IN WITNESS WHEREOF, SunGard Public Sector and the City have signed this Amendment in duplicate. One counterpart each has been delivered to the SunGard Public Sector and the City.

This Amendment will be effective on _____, _____ (which is the Effective Date of the Amendment).

CITY OF SHERMAN, TEXAS

SUNGARD PUBLIC SECTOR, INC.

By: _____
City Manager

By: _____
Grant Harbin
VP, SunGard Public Sector Inc
Print Title and Name

Attest _____

Attest _____
(notary)

Approved as to form:



Penny Lou Turner
My Commission DD344617
Expires August 08, 2008

Doreen E. McGookey
City Attorney

Exhibit 1
Contract Number: 5419-20040889-2

Amendment
to that certain
Supplement to SunGard OSSI Software License and Services Agreement
Schedule A - Contract No. 20040889 ("Supplement")
Dated November 22, 2004

This Amendment (the "Amendment") to the Supplement and dated as of the date executed below among **SunGard Public Sector Inc.**, as successors in interest to Open Software Solutions, Inc., ("SunGard Public Sector"), a Florida Corporation, with its principal place of business at 1000 Business Center Drive, Lake Mary, Florida 32746 and **City of Sherman, TX** ("Customer"), with its principal place of business at 317 S. Travis, Sherman, TX 75090. In the event of any conflict between this Amendment and the Supplement, this Amendment shall control.

Deleted Implementation Services

The parties hereto amend the Supplement by deleting the following SunGard Public Sector Implementation Services (the "Deleted Services").

Qty.	Part #	SunGard Implementation Services
		<i>CAD Implementation Services</i>
1	CAD-CA-TRN	Crimes Analysis Training
		<i>RMS Implementation Services</i>
1	RMS-CA-TRN	RMS Crime Analysis Training
1	RMS-PROF-ADD	Additional Professional Services

Customer has paid amount of One Thousand Six Hundred Dollars (\$1,600.00) towards the purchase of the Deleted Services. SunGard agrees to credit Customer's account in this amount to be applied to future SunGard Licensed Programs or Implementation Services identified in an Add-On Quote or Supplement separately executed subsequent to the execution of this Amendment. SunGard absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the Deleted Services.

Each party hereby releases, acquits and discharges the other party of and from any and all claims, debts, demands, rights of indemnification, and causes of action of whatsoever nature, whether in contract or otherwise, whether arising under or by virtue of any statute or regulation, whether known or unknown, suspect or unsuspected, or whether having arisen or hereafter to arise for any losses or damages of which have accrued or may ever hereafter accrue to the other party, arising out of or on account of the Deleted Services.

Neither the fact of compromise, settlement and release, nor the payment, acceptance, or relinquishment of any consideration hereunder or under the Agreement, nor the execution of this Amendment shall be construed or taken in any way as an admission of fault, liability or responsibility on the part of SunGard, and Customer, including its employees and agents, agree to so state in any communications, characterizations, and/or dissemination concerning this matter with any third party other than its attorney.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. D.1

*** REQUEST TO ADVERTISE**

Annual Bid for City Fleet and Equipment Fuel

Issue

Permission to advertise for public bids for the 2008-2009 annual supply of gasoline and diesel fuel necessary to support the City's fleet and equipment

Background

Historically, public bid specifications are let annually for the supply of fleet and equipment fuel needs. This year, the bid document will request a price for biodiesel so we may determine if any significant savings can be gained from its use.

Origination

Department of Public Works

Financial Consideration

Funds for fleet and equipment fuel have been appropriated in the Equipment Services budget. Cost of advertising is expected to be less than \$200.

Staff Recommendation

Approve the request to advertise

Alternatives

Those as may be recommended by the City Council

Attachments

None

Prepared by:
Jeff Miller, Public Works Director

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. D.2

PAYMENT APPROVAL

Approve Payment to A-S 71 Sherman-Phase III, L.P., a Texas Limited Partnership (NewQuest Properties) in Relation to the Purchase of Infrastructure at the Sherman Town Center

Issue

Approve payment to NewQuest for the purchase of up to \$1.25 million in public infrastructure from A-S 71 Sherman-Phase III, L.P. (NewQuest Properties), pursuant to the Developer's Agreement and the Letter of Credit.

Background

At the May 2, 2005 meeting, the City Council approved a Developer's Agreement with NewQuest for the expansion of the Sherman Town Center to the north and south of the original development. The agreement required NewQuest to create \$5 million in taxable value in the expanded area; and, in return, the City agreed to reimburse NewQuest for building additional public infrastructure, in an amount of up to \$1.25 million, plus interest costs. NewQuest has met its obligations under the agreement and is seeking reimbursement under the terms of the agreement.

Staff is proposing to make the payment using two methods of financing: 1) existing cash reserves in the TIF#1 Fund of about \$500,000, and 2) issuance of debt in Fiscal Year (FY) 2009 of about \$850,000. No payments were budgeted for the current fiscal year, so the staff recommends payment be made in the next fiscal year, as described below.

Origination

NewQuest Properties and City Manager's Office

Financial Consideration

Payment of amounts due under the agreement total about \$1.35 million, including interest. These amounts are proposed to be paid from existing cash on hand (reserves) and from debt, with the cash portion to be paid in October 2008 and the debt portion by March 31, 2009. Revenues from TIF#1 property tax revenues are sufficient to cover the expected debt service, as verified by the City's Financial Advisor, First Southwest.

Staff Recommendation

The staff recommends paying these amounts in accordance with the plan stated above.

Alternatives

The Council could recommend an alternative payout structure.

Attachments

Developer's Agreement and Location Map

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT
ZONE NUMBER ONE DEVELOPMENT AGREEMENT
FOR A PROJECT TO BE BUILT IN AREA INTO WHICH THE
ZONE EXPANDED NOVEMBER 15, 2004

THIS DEVELOPMENT AGREEMENT ("Agreement") by and between THE CITY OF SHERMAN, a Texas home-rule municipal corporation ("City"), and A-S 71 SHERMAN-PHASE III, L.P., a Texas limited partnership ("Developer"), entered into on this second day of May, 2005, and is pursuant to the authority granted to the City by its powers as a home rule municipal corporation and additionally by the authority to promote economic development for the municipality in accordance with § 380.001 of the Local Government Code.

WHEREAS, Developer is the owner of appropriate property rights of that certain tract of land in Sherman, Grayson County, Texas, more fully described by legal instruments marked as Exhibit "A" attached hereto and incorporated herein for all purposes ("Property"), which Property comprises the land described and referred to in Developer's Preliminary and Final Plats and Conceptual Plan for the Sherman Town Center-Phase III and is located entirely within the city limits of the City and within the City's Sherman Tax Increment Financing Reinvestment Zone Number One ("STIF-1"), as expanded;

WHEREAS, the City's Planning and Zoning Commission approved Developer's Preliminary and Final Plat with preliminary related utility and storm water drawings for the proposed expansion of "Sherman Town Center" development on February 8, 2005, with conditions and subject to this Agreement being approved by both parties;

WHEREAS, Developer will develop the Property in accordance with the approved Preliminary and Final Plats and the submitted Conceptual Plan, attached hereto, marked Exhibit "B" and incorporated herein for all purposes (such development being referred to herein as the "Project");

WHEREAS, the City Council determined in Resolution No. 4693 (a copy of which is attached hereto as Exhibit "C") that this Agreement constitutes an Economic Development Program within the meaning of Local Government Code § 380.001, that the development of the Project by Developer will stimulate economic growth in the Sherman area and in the State of Texas, and that construction of the Project is in the best interest of the City;

WHEREAS, the City Council has determined that the area within the Property is predominantly open and, because of obsolete platting, deteriorating structures, or other factors (such as insufficient roads for traffic circulation, insufficient drainage facilities, and a hilly topography that retards orderly, cost-effective development), the area within the Property substantially impairs the growth of the City;

WHEREAS, the City Council has further determined that the development of the Project will promote local economic development and stimulate business and commercial activity in the City by significantly increasing the tax base of the Sherman area over a period of approximately three (3) years required for the build-out of the Project;

WHEREAS, the City has enacted development regulations which govern development of the Property, including, but not limited to, the City of Sherman Subdivision Regulations, Sign Ordinance, Building Codes, Construction Standards and Specifications for Roads, Streets, Structures and Utilities, Storm Drainage Design Manual and Zoning Ordinance, as may be amended by the City from time to time ("Development Regulations");

WHEREAS, Developer is proposing to develop the Project on the Property in full and complete compliance with all Development Regulations and all other applicable codes and ordinances of City, which Developer states it, or its agents, has read and understands;

WHEREAS, Developer and the City have determined that the development of the Property will best be accomplished through a development agreement; and,

WHEREAS, the City and Developer agree that the development requirements of the City and this Agreement substantially advance a legitimate interest of the City.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Developer hereby agree as follows:

1. Definitions. As used in this Agreement the following words shall mean:

- (a.) **Abandon**: Failure to significantly and continually build out the Project for twelve (12) or more months by the construction of at least thirty percent (30%) of the building sites as shown on the Conceptual Plan during any twelve (12) month period.
- (b.) **Operation and Easement Agreement**: That recordable agreement among the Developer and the owners of property that is adjacent to the Project, establishing operational, maintenance and easement requirements for the Project and the property that is adjacent to the Project.
- (c.) **Base Year Assessed Value**: The eligible taxable value of the Property contained in the expanded area of the STIF-1, as of January 1, 2004, as determined by the Grayson County Appraisal District.
- (d.) **Build Out**: The construction and completion of the commercial structures as shown on the Conceptual Plan.
- (e.) **Conceptual Plan**: That plan or map depicting the build out sites and location for the completed Project as submitted to the City by Developer, as amended.

- (f.) Development Regulations: All current City, State and Federal codes, ordinances, and regulations applicable to the Project and specifically including, but not limited to, the City's Subdivision Regulations, Sign Ordinance, Building Codes, Construction Standards and Specifications for Roads, Streets, Structures and Utilities, Zoning Ordinance and the City's Storm Drainage Design Manual.
- (g.) Final Plat: As set forth in the City's zoning ordinances.
- (h.) Incremental Value: The amount by which the eligible taxable value of the Property contained in the expanded area of the STIF-1, as determined by the Grayson County Appraisal District from time to time, exceeds the Base Year Assessed Value.
- (i.) Preliminary Plat: As set forth in the City's zoning ordinances.
- (j.) Project Improvements: As listed on Attachment D (it being understood and agreed that the storm water drainage facilities within Graham Drive and the engineering expenses relating thereto are included in such list).
- (k.) Property: That real property owned or controlled by Developer located within the expanded areas of STIF-1, as shown on "Exhibit A".
- (l.) Storm Water Facility Maintenance: The maintenance and repair (and, to the extent reasonably necessary, replacement and reconstruction) of the detention ponds and entire storm water drainage system within the Project, so that such facilities remain in good repair, and free and clear of all trash, debris and all materials or things that would reduce their maximum capacity.

2. The Project. Developer is planning to expand an existing retail shopping center project, named the Sherman Town Center, on the Property, in accordance with its Conceptual Plan and Preliminary and Final Plats, over a period of approximately three (3) years. The City hereby authorizes Developer to construct and develop on the Property retail and service business and commercial uses, together with related support facilities, all as is authorized in the approved C-1 and C-2 zoning classifications, substantially in accordance with the Conceptual Plan, Preliminary and Final Plats. For purposes of this Agreement, Developer and the City agree that the acceptance of the Conceptual Plan, together with the approval of the Preliminary and Final Plats, constitutes the first permit required in the series of permits and approvals required to develop the Project, and no developmental requirements of the City other than the Development Regulations and this Agreement shall be applicable to the development of the Project, except as specifically provided in this Agreement. Developer agrees and acknowledges that if the Conceptual Plan or the Final Plat is revised, the permits and approvals for the unfinished portion of the Project shall be subject to the Developmental Regulations of the City in effect on the date of the approval of the revised Conceptual Plan or Final Plat. The City agrees to support, as it deems appropriate, all such subsequent applications for approvals of whatever kind or nature from the Developer, its tenants, and their respective successors and assigns, so long

as such applications comply with all applicable City regulations, ordinances and procedures together with this Agreement and the Development Regulations, and substantially conform to the Conceptual Plan and Final Plat as may be revised. The Developer agrees to create at least Five Million Dollars (\$5,000,000) of taxable value in the expanded area of STIF-1, such amount being necessary in order to qualify under the City of Sherman's tax increment financing policy.

3. Water and Wastewater Service. Upon completion of the infrastructure for water and wastewater service to the Property by Developer (which is a part of the "Project Improvements" referred to hereinafter), the City shall provide water and wastewater service to the Property in capacities at least sufficient to accommodate the uses set forth on the Conceptual Plan and as fully built out. Such water and wastewater service, as needed, shall be provided by the City in accordance with the same policies and ordinances for similarly situated City water and wastewater customers, as may be amended from time to time. The City shall waive tap fees for water and sewer service to any building owned by the Developer.

4. Conveyance of Easements for Utilities. The Developer shall timely convey to the City such permanent easements for the provision of water, wastewater and storm water services to the Property as shall be required to service the various customers within the Project. Such easements shall be in form and content reasonably acceptable to the City Attorney and City Engineer and shall be reflected on a plat filed with the City.

5. Provision of Waste Collection Services. The City shall provide its solid waste collection services to Developer, limited to construction material debris, especially excluding any trees, created by Developer's own work on the Project during the construction of the Project on or before December 31, 2007. The Developer shall only be billed for the actual tipping fees for disposing of this material at a landfill.

6. Reimbursement of Cost of Project Improvements. In accordance with the City's policy on tax increment financing, the City will consider the future purchase of infrastructure from the Developer that is identified as a project cost of the STIF-1 in the project and financing plans (collectively, the "Project Improvements"). Upon completion of the Project Improvements and acceptance by the City of the Project Improvements, the Developer may request that the City purchase the Project Improvements upon the Project having generated sufficient projected annual revenue to support the debt service of the Debt (as hereinafter defined) from annual ad valorem revenues from the real property within the Project, which for the purposes hereof, shall be determined by multiplying the City's tax rate times a certified estimate of value (from the Grayson County Appraisal District) of the real property within the Project reduced by the Base Year Assessed Value. Such request must be made no later than December 31, 2008. For purposes of this Agreement, the defined term "Reimbursement Amount" shall mean the cost of the Project Improvements (not to exceed \$1,250,000) plus interest cost (the "Interest Costs") from the date the Developer paid for the Project Improvements to the date that the Project Improvements may be purchased by the City. The Interest Costs to be reimbursed shall be capped at the rate the City may incur on any debt to purchase the Project Improvements. For purposes of this Agreement, the defined term "Debt" shall mean the

amount of bonded indebtedness (a certificate of obligation with level principal and interest payments maturing over a twenty (20) year period at an interest rate or rates consistent with the market at the time of sale and whose primary source of repayment is the City's tax increment of the property contained in the area into which STIF-1 expanded by Resolution 4636 on November 15, 2004 and whose secondary source of repayment is a pledge of property tax revenues from the City) to be issued by the City necessary to reimburse the Developer for the Reimbursement Amount. As soon as tax increment of the City based on the property contained in the area into which STIF-1 expanded by Resolution 4636 on November 15, 2004, is finally determined by the Grayson Appraisal District to support Debt (which includes Project Improvements, Interest Costs and cost of issuance), the City shall make a final determination as to the purchase of infrastructure and, should it decide to purchase such infrastructure, use its best efforts to issue certificates of obligation as described above in an amount sufficient to pay the Developer the Reimbursement Amount and also pay the costs of issuance. The City shall retain the right to decline the purchase of any infrastructure that does not meet its standards, until such time that infrastructure is brought into compliance with the City's standards.

7. [Intentionally Omitted].

8. Project Improvements.

(a.) The Developer shall design and construct the wastewater collection and storm water collection and drainage systems for the Project, including, without limitation, wastewater gravity lines, service lines, manholes, storm water collection lines, detention areas and other necessary or required facilities. Subject to the City's inspection and acceptance, the City will operate and maintain the wastewater collection system, specifically excluding wastewater service lines. Developer shall retain full ownership (except for the storm water drainage facilities within Graham Drive) and all maintenance, repairs and replacement responsibilities and liabilities to keep the entire storm water collection and drainage system and outfall pipe in good repair, as further defined in Section 1(l) hereinabove. This maintenance requirement shall be set forth in the separate recordable Covenants and Restrictions reasonably acceptable to the City in form and content. The City agrees that Developer may utilize high density polyethylene pipe for the storm water collection and drainage system, with the high density polyethylene pipe within Graham Drive that is to be owned by the City being forty-eight (48") or less in diameter.

(b.) The Developer shall design and construct the water distribution system for the Project, including distribution lines and fire hydrants. The City will operate and maintain the water distribution system upon inspection and acceptance by the City. Developer shall maintain all water service lines from any building to its meter, which shall be stated in the recorded Operation and Easement Agreement.

(c.) The Developer shall design and construct Graham Drive and any other public street(s) in the expanded area of the STIF-1 (save and except any acceleration or deceleration lane required to be constructed by TxDot), together with all fire lanes, as reflected on the Conceptual Plan, Preliminary and Final Plats. All such streets shall be owned and maintained by City. Developer shall own and maintain all fire lanes, which

shall be stated in the recorded Operation and Easement Agreement.

(d.) Developer shall design and construct a storm water detention facility, to include detention ponds and drainage system, within the STIF-1 Zone including any expanded areas suitable to handle a 100 year flood event. Design of the facilities shall be in accordance with criteria set forth in the City's Storm Drainage Design Manual. Developer agrees that ownership and maintenance of the detention facility, as defined in Section 1(l) hereinabove, shall be the obligation of Developer and shall be so stated in the recorded Operation and Easement Agreement and in Developer's separate recordable Covenants and Restrictions reasonably acceptable to the City in form and content.

(e.) The Developer shall perform the rough grading of the Property in order to make the development cost of the aforementioned streets reasonable and at acceptable grades.

(f.) The Developer shall construct and install all reasonable and necessary traffic control devices (including signs) within the Project (but in any event within the STIF-1 Zone, including any expanded areas) as reflected on the Conceptual Plan and Final Plat. The City will operate and maintain, upon inspection and acceptance by the City, such traffic control devices located on City owned public property and excluding the Property.

All improvements that the Developer wishes the City to consider purchasing are clearly defined in Exhibit "D" attached hereto and in the Project Plan and Financing Plan for STIF-1, as expanded. Developer shall have the right to substitute mutually agreeable, qualified improvements for those listed on Exhibit "D" attached hereto, provided that any such substitution improvements comply with all applicable rules, policies and regulations relating to the purchase by the City of such improvements. The City shall consider the future purchase from the Developer of Project Improvements in a total amount not to exceed that described in Paragraph 6. All of such Project Improvements shall be designed and constructed in accordance with the Development Regulations. In no event shall the Developer be obligated to publicly bid any portion of the Project Improvements or to follow or comply with any rules and regulations relating to the public bidding of construction of public improvement projects, it being contemplated that the Developer will privately bid the construction of all of the Project Improvements. Whenever possible and feasible, Developer will consider the employment of Historically Underutilized Businesses for work performed on the Project as stated in the Texas Tax Code Chapter 311, Section 311.

9. Cost of Improvements to be Funded by the Developer.

(a.) The Developer shall promptly pay (or cause to be paid) all costs of constructing the Project Improvements as the same become due, including, without limitation: (i) all costs of design, engineering, materials, labor, construction, testing and inspection, arising in connection with the construction of the Project Improvements (except for those items which are being contested in good faith by Developer); (ii) all payments arising under any contracts entered into for the construction of the Project Improvements (except for those items which are being contested in good faith by Developer); and (iii) all costs incurred in connection with obtaining governmental approvals, certificates, and permits required in

connection with the construction of the Project Improvements. The City shall not be liable to any contractor, engineer, attorney, materialman, laborer, or other party employed by or on behalf of the Developer in connection with the construction of the Project Improvements.

(b.) City will independently inspect and may selectively test, at its own cost and expense, all infrastructure of the Project to be owned or maintained, in whole or in part, by the City, as provided for in this Agreement. The Developer shall call the City to inspect the construction of all public infrastructures and City shall have the right to inspect all underground work before it is backfilled and covered up.

(c.) City agrees to waive the City's standard review and inspection fee, as applied to this project.

10. Sales Tax Exemption. The parties hereto acknowledge and agree that the City qualifies for exemption from Texas state and local sales taxes pursuant to the provisions of Section 151.309(5) of the Texas Tax Code, as amended, and that the Developer shall, in purchasing all materials to be incorporated into the Project Improvements and in purchasing, renting, or leasing all materials, supplies and equipment to be used or consumed in the construction of the Project Improvements, cause to be issued to its suppliers or the suppliers of any contractor for the Project Improvements, with the cooperation of the City, if applicable, and authorized by the State Comptroller, an exemption certificate in lieu of said sales tax, all to be in accordance with applicable rules and rulings of the State Comptroller of Public Accounts.

11. Notice of STIF-1. To the extent required by applicable law, the Developer covenants and agrees to provide written notice to everyone that purchases land within the Project of the existence of the STIF-1, as expanded.

12. Default of this Agreement. An "Event of Default" under this Agreement shall occur upon the failure of either party hereto to timely and fully perform or comply with any of the terms and conditions of this Agreement. However, with respect to any breach of this Agreement, which may be cured by the payment of money, an Event of Default shall not occur (a) until the defaulting party has received written notice of such default and has not completely and fully cured such default within ten (10) working days after receipt of such written notice from any source, and (b) with respect to any other breach of this Agreement, an Event of Default shall not occur until the defaulting party has received written notice of such default and has not cured such default within thirty (30) calendar days (or, if such default is not susceptible of being cured within such thirty (30) day period, such additional period of time as may be reasonable to cure such default, provided that the defaulting party initiates the cure of such default in such thirty (30) calendar day period and thereafter continuously and diligently, by using its commercially reasonable efforts, prosecutes the cure of such default to completion). If an Event of Default occurs, the non-defaulting party shall be entitled to pursue any and all remedies available at law or in equity, which remedies shall be cumulative and not exclusive.

13. Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

14. Construction and Interpretation.

(a.) Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

(b.) The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

(c.) Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

(d.) This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

15. INDEMNIFICATION AND HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE

HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

16. Developer's Guarantee. Developer guarantees and warrants that, with respect to that portion of the Project Improvements for which the City has agreed to consider ownership and/or maintenance thereof, if, within one (1) year after the acceptance by City of such portion of the Project Improvements, defects should appear in the materials or workmanship relating to such portion of the Project Improvements, the Developer shall have such defects promptly repaired at no cost or expense to the City. This guarantee will apply to all parts of the Project Improvements that have been accepted by the City. This provision is for the sole benefit of the City and shall not in any way be construed to limit or modify any right or claim that the Developer may have against any person or entity that may have furnished such defective materials or performed such defective work.

17. Miscellaneous Provisions.

(a.) Actions Performable. The City and the Developer agree that all actions to be performed under this Agreement are performable solely in Grayson County, Texas.

(b.) Assignability. Performance by Developer under the terms and conditions of this agreement are deemed personal and, as such, any attempt to convey, assign or transfer those duties and obligations without the prior written approval and consent by City are void. Such approval and consent by City will not be unreasonably withheld, however, any such assignment shall not operate or be construed to release Developer of any of its obligations hereunder. However, Developer may assign its interests in this Agreement, but not its duties or obligations, to Developer's financial lenders of this Project.

(c.) Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

(d.) Complete Agreement. This Agreement represents the complete agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties hereto.

(e.) Exhibits. All exhibits attached to this Agreement are incorporated herein by reference and expressly made part of this Agreement as if copied verbatim.

(f.) Notice. Any notice or demand which either the City or the Developer is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by facsimile, (iii) sent by registered or certified mail, postage prepaid, or (iv) sent by commercial overnight carrier, and addressed to:

If to the City:
CITY OF SHERMAN
220 West Mulberry Street
Sherman, Texas 75090
Attention: City Manager and City Attorney
Telephone: (903) 892-7201
Fax: (903) 892-7355

or any other address or addresses which the Developer may be notified of in writing by the City;

If to the Developer:
A-S 71 SHERMAN-PHASE III, L.P.
8807 W. Sam Houston Parkway N., Suite 200
Houston, Texas 77070
Attention: Steven D. Alvis
Telephone: (281) 477-4300
Fax: (281) 477-4311

or such other address or addresses which the City may be notified in writing by the Developer.

Such notice shall be deemed to have been served (a) four (4) business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed, improperly addressed or delayed by the courier, or (d) the date of receipt by facsimile (as reflected by electronic confirmation); provided, however, that should such notice pertain to the change of address to either of the parties hereto, such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

(g.) Force Majeure. Developer and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

(h.) Forum Selection. This Agreement and the relationship between the City and Developer shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the City and Developer shall be the appropriate court in Grayson County, Texas. Developer specifically consents to, and waives any objections to, in personam jurisdiction in Grayson County, Texas.

(i.) Appointment of Representatives. To further the commitment of the parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City (the "City Representative") shall be L. Scott Wall, and the initial representative for Developer shall be Steven D. Alvis (the "Developer Representative"). The representatives shall be

available at all reasonable times and places to discuss and review the performance of the parties to this Agreement and the development of the Property pursuant to the Conceptual Plan, Preliminary and Final Plats.

18. Term of Agreement. This Agreement shall terminate on December 31, 2008.

19. Effective Date. This Agreement shall be binding and take effect only upon both parties signature hereto, attachment of all required exhibits, receipt by City of a fully executed and recorded Developer's Covenants and Restrictions to run with the land, as required in this Agreement at Section 8(a-d), being filed prior to any of the Project property having been sold to any third party, in a form and content reasonably acceptable to City. If this effective date is not achieved in all respects on or before December 31, 2007, this Agreement shall be void.

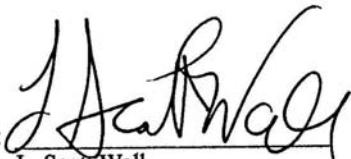
20. Preamble. The findings of fact, recitations and provisions set forth in the preamble to this Agreement are true and are adopted and made a part of the body of this agreement, binding the parties hereto, as if the same were fully set forth herein.

21. Representation of Authority. The City represents and warrants to the Developer that the City is duly authorized and empowered to enter into this Agreement and is a proper party to this Agreement. The Developer represents and warrants to the City that it has the requisite authority to enter into this Agreement and is a proper party to this Agreement.

23. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Developer, respectively.

CITY:

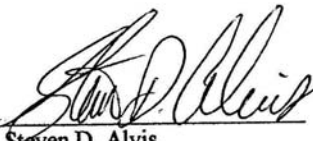
CITY OF SHERMAN, a Texas
home-rule municipal corporation

By: 
L. Scott Wall
City Manager

DEVELOPER:

A-S 71 SHERMAN-PHASE III, L.P.
Texas limited partnership

By: A-S 71, L.C., a Texas limited
liability company, General Partner

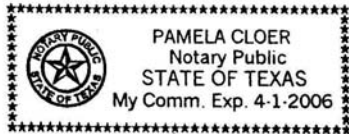
By: 
Steven D. Alvis
Member-Manager

Approved:

Charles W. Rowland
Charles W. Rowland
City Attorney

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

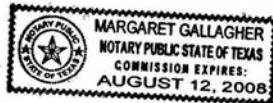
THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on May 18, 2005, by L. Scott Wall, City Manager of the CITY OF SHERMAN, a Texas home-rule municipal corporation, on behalf of said corporation.



Pamela Cloer
Notary Public, State of Texas
Printed Name of Notary: Pamela Cloer
My Commission Expires: 04/01/2006

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on May 17, 2005, by Steven D. Alvis, Member-Manager of A-S 71, L.C., a Texas limited liability company, General Partner of A-S 71 SHERMAN-PHASE III, L.P., a Texas limited partnership, on behalf of said limited partnership.



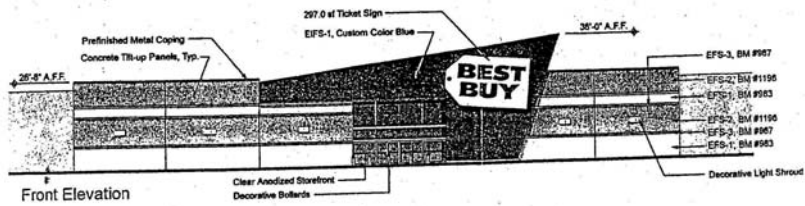
Margaret Gallagher
Notary Public, State of Texas
Printed Name of Notary: Margaret Gallagher
My Commission Expires: 8/12/2008

EXHIBIT A

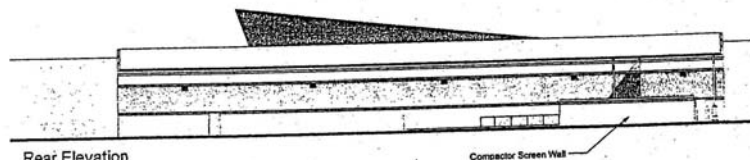
Description of Property

Lots Two (2), Four (4), Five (5), Six (6), Eight (8) and Nine (9), all in Block One (1), SHERMAN TOWN CENTER SECTION TWO, an Addition to the City of Sherman, Grayson County, Texas, as shown by the Final Plat of Sherman Town Center Section Two, filed of record on April 1, 2005, in Volume 17, Pages 99-102, Plat Records, Grayson County, Texas.

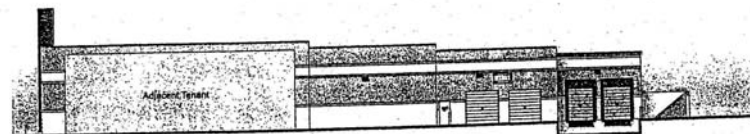
Restricted Reserve "A", SHERMAN TOWN CENTER SECTION TWO, an Addition to the City of Sherman, Grayson County, Texas, as shown by the Final Plat of Sherman Town Center Section Two, filed of record on April 1, 2005, in Volume 17, Pages 99-102, Plat Records, Grayson County, Texas.



Front Elevation



Rear Elevation



Right Elevation



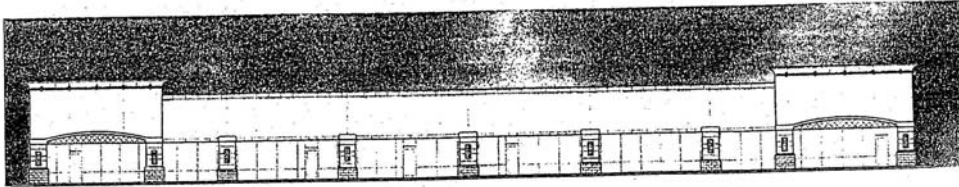
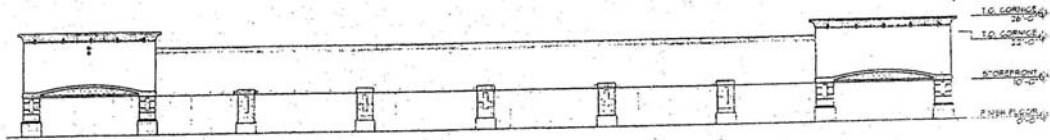
Site Location:
Sherman Town Center
Sherman, TX

Project Information

Prepared by:

ARCHITECTURAL DESIGN
 1000 S. GARDEN AVENUE
 SUITE 100
 DALLAS, TEXAS 75201
 TEL: 214.750.1000
 FAX: 214.750.1001
 WWW.ADC-ARCHITECTS.COM

EXTERIOR ELEVATIONS FOR 14,000 SF RETAIL BUILDING LOCATED NORTH
OF HOME DEPOT TRACT AND EAST RETAIL BUILDING LOCATED WEST OF
DEVELOPER TRACT 17



RESOLUTION 4693

EXHIBIT C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT WITH A-S 71 SHERMAN-PHASE III, L.P.; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Council finds and determines that the attached Developer's Agreement with A-S 71 Sherman-Phase III, L.P., a Texas limited partnership, constitutes an Economic Development Program within the meaning of Section 380.001 of the Texas Local Government Code, that the development of the proposed project in the Sherman Tax Increment Financing Reinvestment Zone Number One will stimulate economic growth in the Sherman area and the State of Texas, that construction of the proposed project is in the best interests of the City of Sherman, and that complete construction of the project will significantly increase the tax base of the City.

SECTION 2. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Developer's Agreement with A-S 71 Sherman-Phase III, L.P., a Texas limited partnership, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the 2nd day of May, 2005.

CITY OF SHERMAN, TEXAS

BY: 

JULIE ELLIS STARR, MAYOR

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND
CONTENT:

Charles W. Rowland
CHARLES W. ROWLAND,
CITY ATTORNEY

CERTIFIED COPY- DOCUMENT
THIS IS CERTIFIED TO BE A TRUE COPY
OF THE PERMANENT RECORD AS FILED IN
THE OFFICE OF THE CITY CLERK.

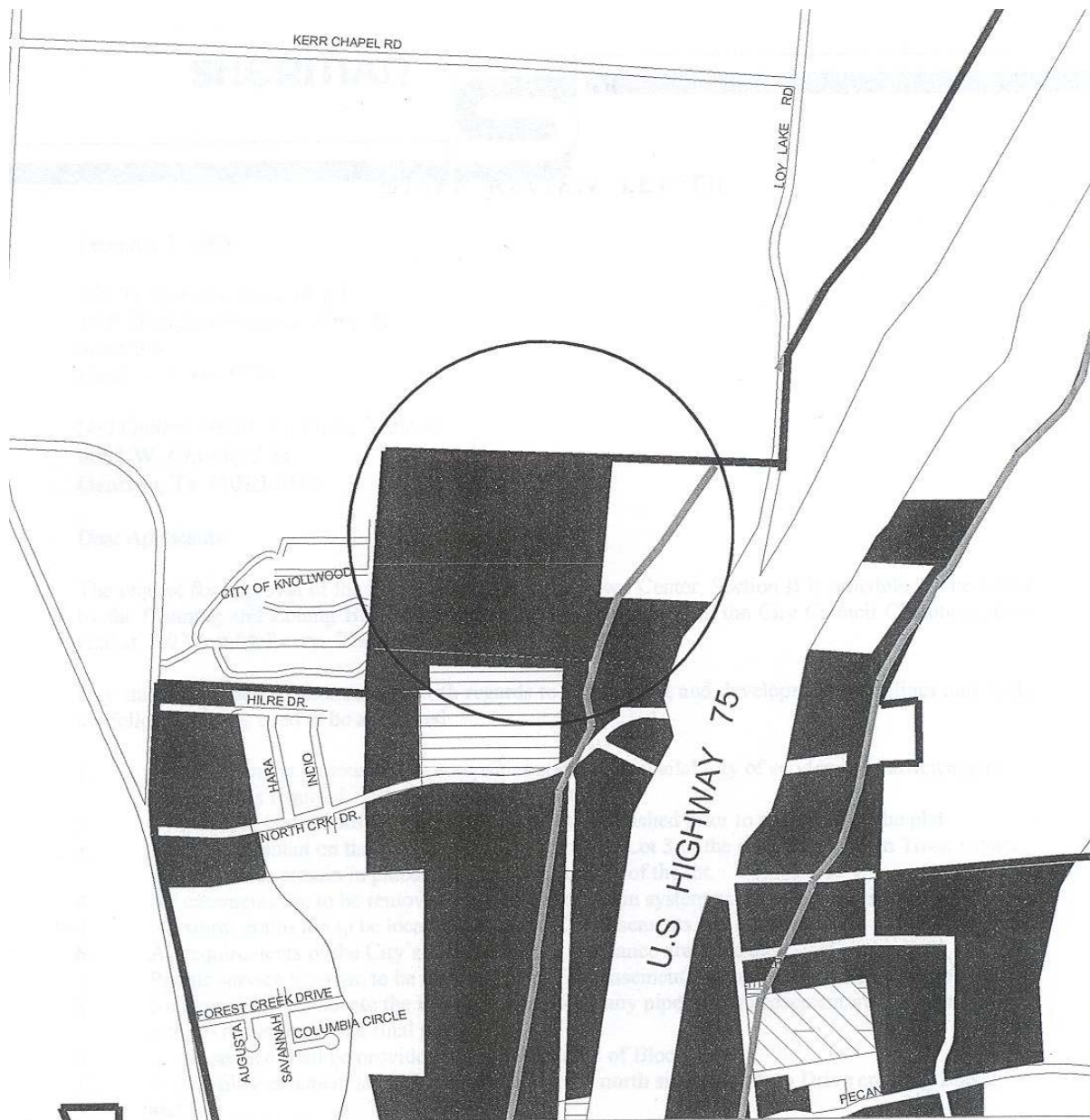
Linda Ashby
CITY CLERK, SHERMAN, TEXAS

ISSUED: 5/3/05

EXHIBIT D
COSTS OF POTENTIAL INFRASTRUCTURE PURCHASES

Street Paving	\$281,340
Roadway Lighting along Center Drive	145,000
Entrances	50,000
Traffic Impact Study	20,000
Land Planning, Arch. and Engineering	125,000
Excavation	457,180
Public Storm Drainage (Limited to within Graham Drive exclusively)	327,813
Public Water System	167,500
Public Sewer System	101,350
Water Sewer & Drainage Engineering (Drainage limited to within Graham Drive exclusively)	55,000
Sidewalks	40,000
Public Landscaping	65,000
Amenity Amenities	20,000
Total	<u>\$1,855,183</u>

List Provided by NewQuest Properties on April 22, 2005.

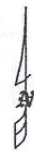


LEGEND

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



City of Sherman, Texas
 Final Plat
 Sherman Town Center, Section 2
 Department of Developmental Services





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. D.3

OTHER BUSINESS

**Receive Quarterly Progress Report from Sherman Economic Development Corporation
Board Chairman Joe Fallon, Jr. and SEDCO President John Boswell**

Issue

To receive the Sherman Economic Development Corporation's (SEDCO's) quarterly progress report from Board Chairman Joe Fallon, Jr. and President John Boswell

Background

The brief presentation by the SEDCO Board Chairman and President will provide the City Council with an overview of SEDCO's activities and accomplishments during the last three months. SEDCO's last progress report was presented at the April 7, 2008 Council Meeting.

Origination

City Council

Financial Consideration

None

Attachments

SEDCO's Quarterly Progress Report

**Prepared and Approved by:
George Olson, City Manager**

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chairman: Joe Fallon, Jr.

Name of Vice Chairman: Andy Olmstead

Date of Report to City Council: July 21, 2008

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

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

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

- 1)The Board approved an agreement with Capio Partners for a new call center on Texoma Parkway. The call center will create 168 new full-time jobs.
- 2)The Board approved a compromise and settlement agreement with Crescent Processing Company.
- 3)Staff continues to meet with existing businesses to discuss how Sherman can help their business grow.

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

The Board will prepare and approve a budget and program of work for FY2008-2009. The budget and work program will be presented to the City Council in September for Council review and approval. Additionally, staff continues to work on new projects that will create new jobs and new capital investment in Sherman.

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

Since the last report in April, the SEDCO Board held two regular scheduled meetings and one special called meeting.

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

100%.

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

No.

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

The SEDCO Board has been working closely with staff on several new exciting prospects. The staff also continues to support the effort by Grayson County to recruit MD Helicopters to the North Texas Regional Airport at Perrin Field. A new website promoting NTRA has recently been completed and is online.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. D.4

*** OTHER BUSINESS**

Replat Approval of Lots 1 and 2, Block A of the Replat of O'Hanlon Ranch Addition, Phase 1A; Randy and Leta Williams and Fischer & Mata Construction, Owners (2900 and 2904 Canyon Creek Drive)

Issue

To consider Replat approval of Lots 1 and 2, Block A of the Replat of O'Hanlon Ranch Addition, Phase 1A

Background

The property is located at 2900 and 2904 Canyon Creek Drive in the O'Hanlon Ranch Subdivision off of F.M. 1417 North (Heritage Parkway).

Origination

Randy and Leta Williams and Fischer & Mata Construction (Owners); and Helvey and Associates (Surveyors)

Board Recommendation

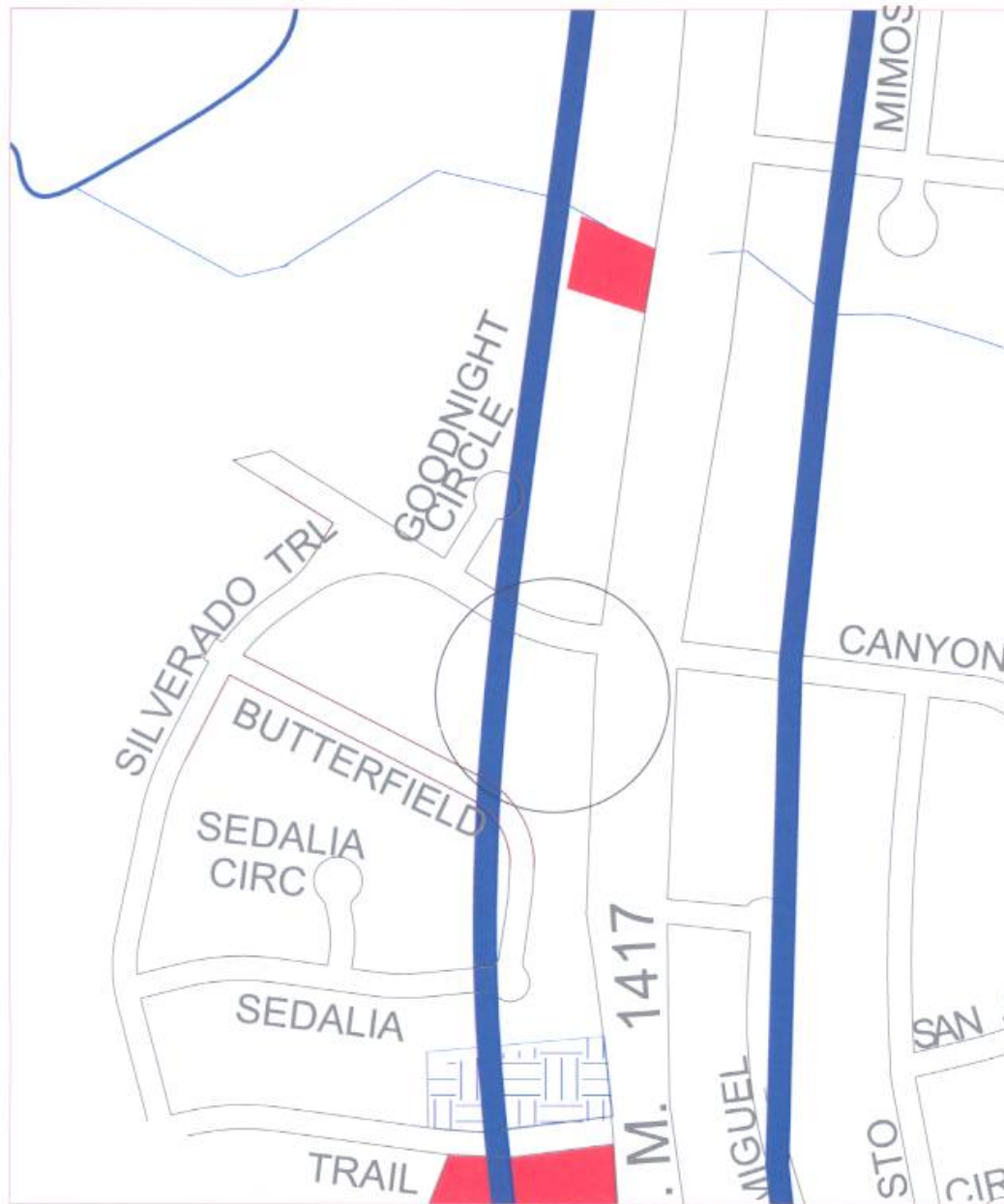
At the June 17, 2008 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	M-2	HEAVY MANUFACTURING DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	M-H	MANUFACTURED HOUSING DISTRICT
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT	O-1	BLALOCK INDUSTRIAL PARK OVERLAY DISTRICT - 75 & 8:
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT	O-1.1	OVERLAY DISTRICT - 1417
C-1	RETAIL BUSINESS DISTRICT	O-1.2	OVERLAY DISTRICT - SAM R
C-2	GENERAL COMMERCIAL DISTRICT	CPO	COLLEGE PARK OVERLAY DISTRICT
C-0	OFFICE DISTRICT	A&C	ARTS & CULTURAL OVERLAY DISTRICT
M-1	LIGHT MANUFACTURING DISTRICT	CBD	CENTRAL BUSINESS DISTRICT
M-1.5	MEDIUM MANUFACTURING DISTRICT		



2900 & 2904 CANYON CREEK REPLAT

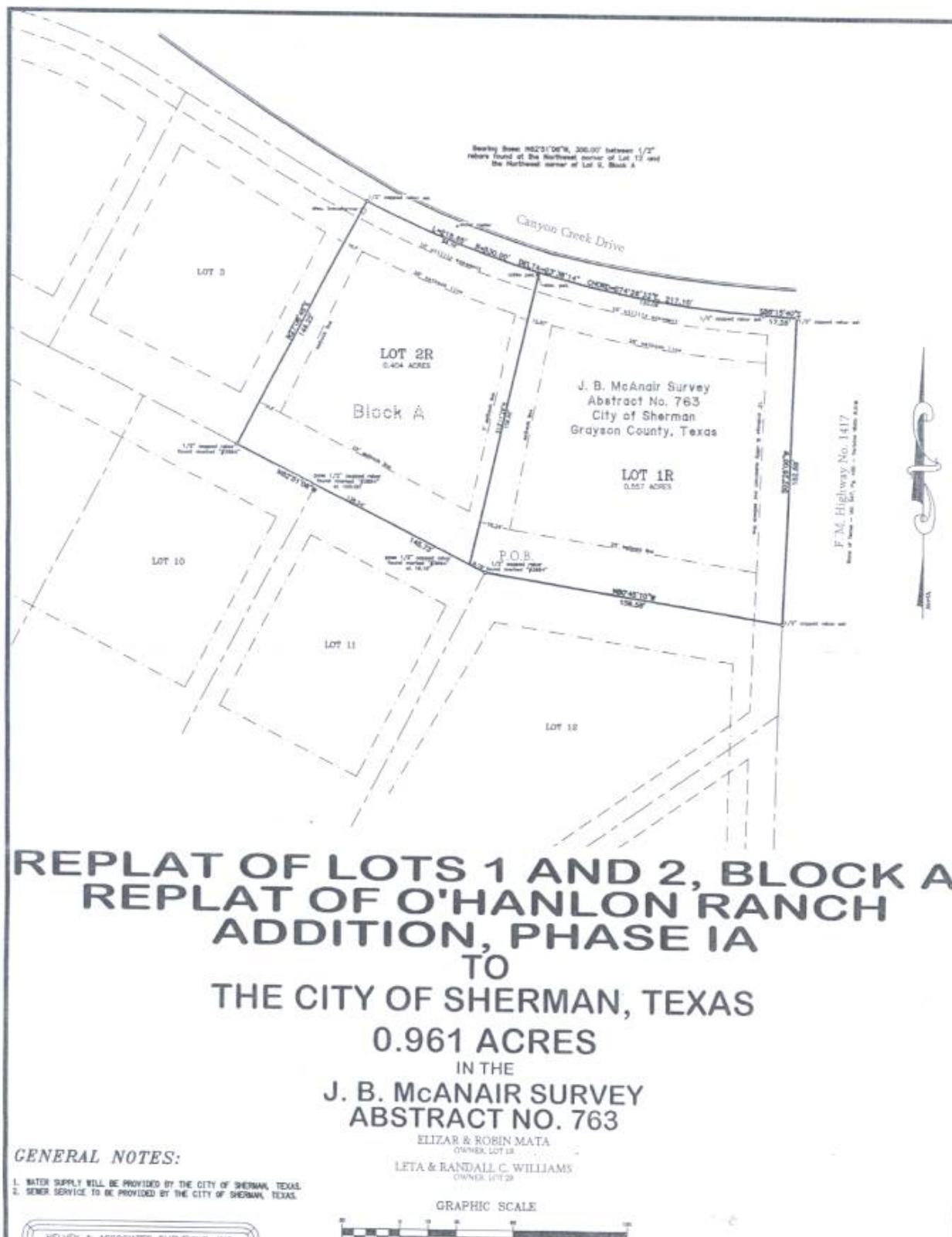
Department of Developmental Services



(c) Copyright 2006, Pictometry Int

2900 Canyon Creek





City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
June 17, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

2900 and 2904 Canyon Creek Drive
Replat of Lots 1 & 2, Block A, of the Repat of O'Hanlon Ranch Addition, Phase 1A
Replat

Requested Action/Proposed Use:

Replat approval of Lots 1 & 2, Block A of the Repat of O'Hanlon Ranch Addition, Phase 1A

Background

The purpose of the Repat is to increase one of the lot sizes.

Adjacent Zoning:

R-1 (One and Two Family Residential) District.

Origination:

Randy & Leta Williams, Elizar & Robin Mata and Helvey & Associates.

Master Plan Designation:

Residential

Attachments:

Location map
Photographs
Replat
Staff Review

Prepared by:
Rita Gaither,
Planning & Development Coordinator

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

June 6, 2008

Randy & Leta Williams
2904 Canyon Creek Drive
Sherman, Texas 75092

Elizar & Robin Mata
1708 River Oaks Circle
Sherman, Texas 75092

Dear Applicants,

Your request for approval of a Replat for the property located at 2900 and 2904 Canyon Creek Drive has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 17, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Remove the side setback lines from the plat.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire)
4. Any other changes made to the replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities & Engineering

CC: George Olson, City Manager
Scott Shadden, Director of Development Services
Doreen E. McGookey, City Attorney
Helvey & Associates 222 W. Main, Denison, TX 75020

Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works
Rita Gaither, Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. D.5

*** OTHER BUSINESS**

Replat Approval of the Replat of Lot 19, Block 3 and a Portion of Harrison Street between Blocks 3 and 4 of J.C. Linnstaedt's Addition; Ron Barton, Owner (1624 East King Street)

Issue

To consider Replat approval of the Replat of Lot 19, Block 3 and a Portion of Harrison Street between Blocks 3 and 4 of J.C. Linnstaedt's Addition

Background

The property is located at 1624 East King Street. This property contains a portion of the Harrison Street right-of-way that was never built and a residential lot that was combined into one tract for residential development. The City sold the property in May through sealed bids. This is a replat dividing an existing tract into two lots for residential development.

Origination

Ron Barton (Owner); and Sartin and Associates (Surveyors)

Board Recommendation

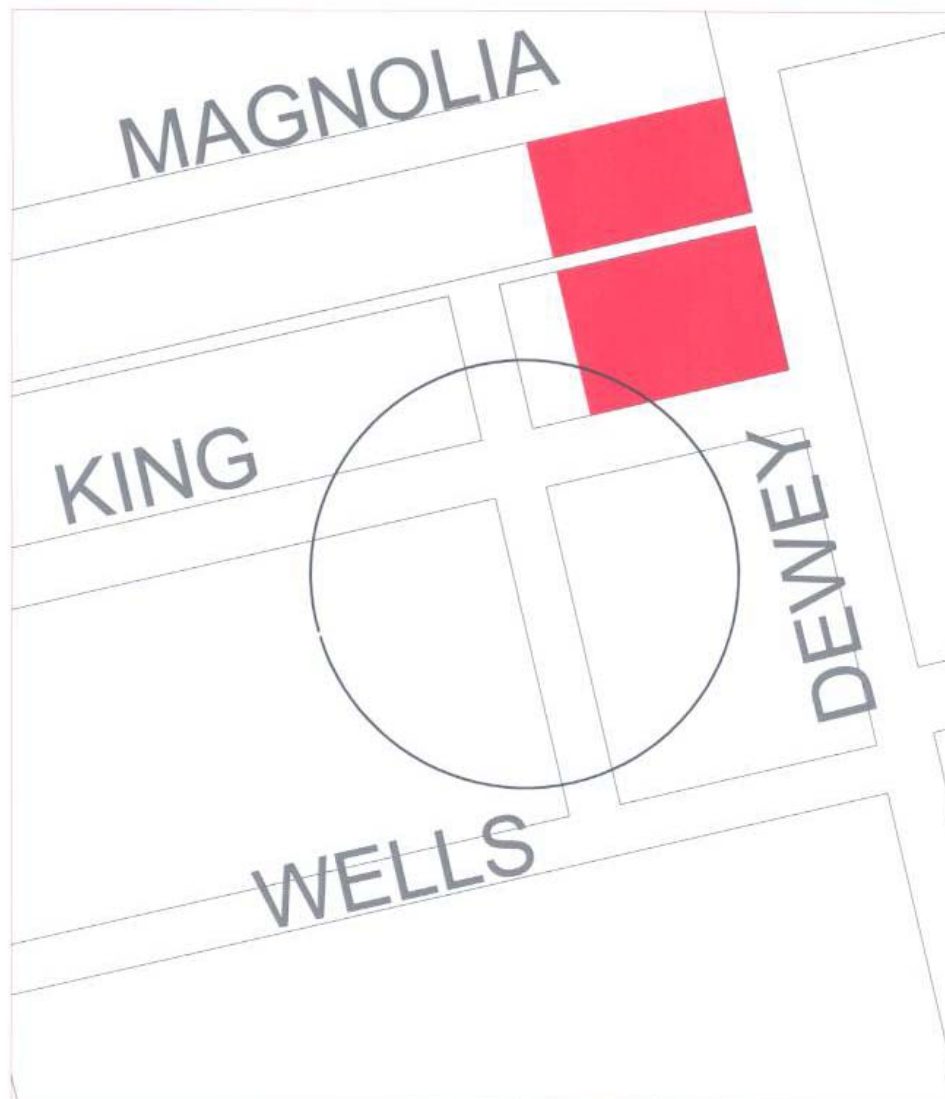
At the June 17, 2008 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

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



**1624 EAST KING
REPLAT**

ENGINEERING DEPARTMENT





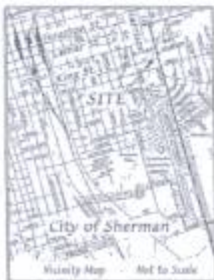
1624 E. King



NOTICE: Selling a portion of the addition by metes and bounds is a violation of city ordinance and shall be null and void in subject to fines and withdrawal of addition and building permits.



REPLAT OF THE
REPLAT OF
LOT 19, BLOCK 3
AND PORTION OF HARRISON STREET
BETWEEN BLOCK 3 AND 4
OF
J. C. LINNSTAEDT'S ADDITION
TO THE CITY OF
SHERMAN, TEXAS



Owner & Developer

Ron Barton
715 S. Hwy 75
Sherman, Texas 75080
907-868-4261

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
209 S. Travis, P. O. Box 1242 Sherman, Texas 75091-1242
PH: (701) 897-8013 FAX: (701) 868-7970

SHEET 1 OF 2
1474E2MG.dwg

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
June 17, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

1624 East King Street
Being Lot 1, Block 1 of the Replat of Lot 19, Block 3 and a Portion of Harrison Street
between Blocks 3 and 4 of the J.C. Linnstaedt's Addition
Replat

Requested Action/Proposed Use:

Replat approval of the Replat of Lot 19, Block 3 and a portion of Harrison Street between Blocks 3 & 4 of J.C. Linnstaedt's Addition.

Background

This is a replat dividing an existing tract into two lots. Mr. Barton purchased this tract from the surplus property of the City of Sherman.

Adjacent Zoning:

R-1 (One and Two Family Residential) District.

Origination:

Barton Capital, Ltd. and Sartin & Associates.

Master Plan Designation:

Residential

Attachments:

Location map
Photographs
Replat
Staff Review

Prepared by:
Rita Gaither,
Planning & Development Coordinator

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

June 6, 2008

Barton Capital, Ltd.
715 S. Sam Rayburn
Sherman, Texas 75090

Dear Applicants,

Your request for approval of a Replat for the property located at 1624 East King Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 17, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Notation for the exposed 6" metal pipe shall be removed from the plat.
2. Water Pro-Rata in the amount of \$1,650.30 is required.
3. Sewer Pro-Rata in the amount of \$1,430.26 is required.
4. Original tax certificates shall be furnished for the purpose of recording the plat.
5. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire)
6. Any other changes made to the replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities & Engineering

CC: George Olson, City Manager
Scott Shadden, Director of Development Services
Doreen E. McGookey, City Attorney
Angela Gurley, Customer Service Manager

Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works
Rita Gaither, Development Coordinator
Sartin & Associates, P.O. Box 1843, Sherman, Texas 75090



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. D.6

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. D.7

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. D.8

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

**Section 551.071 Consultation with City Attorney Concerning Legal
Matters:**

a) Panda Energy

**Section 551.074 Consider the Qualifications, Appointment and Removal
of Members to Boards and Commissions:**

a) Planning and Zoning Commission (Chairman)

**Section 551.087 Deliberations Regarding Economic Development
Negotiations:**

**a) Deliberate Regarding Commercial or Financial
Information that the City has Received from
Business Prospects and Deliberate any Offers or
Incentives to the Business Prospects, including
the following:**

1) Panda Energy

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. F.1

OPEN MEETING

**Reconvene into Open Meeting and consider action, if any,
on items discussed in Executive Session**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-21-2008

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2008
CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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			

01/21/08 - M.L.K., Jr. Birthday - Called Council Meeting on 01/22/08
02/29/08 - 12:00 Noon Called Meeting with Chamber Board
05/10/08 - City Council Election
05/13/08 - 12:00 Noon Called Meeting to Canvass Election Results
05/22/08 - 6:00 PM Called Meeting for Comprehensive Plan Community Forum
05/29/08 - 6:00 PM Called Meeting for Comprehensive Plan Community Forum
06/10/08 - 12:00 Noon Budget Planning Meeting in Council Chambers
07/17-18/08 - Budget Workshop in Council Chambers
09/01/08 - Labor Day - Called Council Meeting on 09/02/08