

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 21, 2007
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 CHIP ADAMI](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 7, 2007](#)

Proclamation

- A.5 [PROCLAMATION](#)
“National Public Works Week”: May 20-26, 2007

Consent Agenda

- B.1 [CONSENT AGENDA](#)
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

- C.1 [RESOLUTION NO. 5018](#)
Awarding a Bid to and Authorizing Execution of a Contract with Rushing Paving Company, Ltd. for Construction of the Fairview Park and Martin Luther King, Jr. Park Hike/Bike Trail Projects
- C.2 [RESOLUTION NO. 5019](#)
Authorizing the Acting City Manager to Enter into a Memorandum of Agreement with the Federal Emergency Management Agency (FEMA) to Update Flood Plain Maps
- C.3 [RESOLUTION NO. 5020](#)
Expressing the City’s Support for the Transportation, Community, and System Preservation Program Grant Application made by the Sherman-Denison Metropolitan Planning Organization (F.M. 691 and U.S. Highway 75)

- C.4 [* RESOLUTION NO. 5021](#)
Authorizing Execution of a Developer's Agreement with Friendship Ranch Joint Venture for the Construction of Friendship Ranch Addition to the City of Sherman
- C.5 [RESOLUTION NO. 5022](#)
Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 535 East Evergreen Street
- C.6 [RESOLUTION NO. 5023](#)
Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1119 South Montgomery Street
- C.7 [RESOLUTION NO. 5024](#)
Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 508 South Branch Street
- C.8 [RESOLUTION NO. 5025](#)
Authorizing the Execution of an Agreement with Cupid Investments, Inc. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 314 West Jones Street
- C.9 [RESOLUTION NO. 5026](#)
Authorizing the Execution of an Agreement with Cupid Investments, Inc. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 610 East Scott Street
- C.10 [* RESOLUTION NO. 5027](#)
Authorizing the Execution of an Agreement with Tammy Glass for the Abatement of Ad Valorem Property Taxes for the Second Story Addition to an Existing Single-Family Residence at 1502 North Hoard Avenue

Request to Advertise

- D.1 [* REQUEST TO ADVERTISE](#)
Purchase of Self-Contained Breathing Apparatus (SCBA) Compressor

Payment Approval

- D.2 [* PAYMENT APPROVAL](#)
Weisinger Water Wells, Inc.; Fairview #1 Trinity Well Repairs; \$65,400.40
- D.3 [CITIZEN REQUESTS](#)

D.4 [COUNCIL COMMENTS](#)

D.5 [MEDIA QUESTIONS](#)

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 the City Attorney Concerning Legal Matters

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: 5-21-2007

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Chip Adami, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER CHIP ADAMI



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. A.4

APPROVE MINUTES

THE REGULAR CITY COUNCIL MEETING OF MAY 7, 2007

STATE OF TEXAS §
 May 7, 2007
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on May 7, 2007.

MEMBERS PRESENT: MAYOR BILL MAGERS; DEPUTY MAYOR TERRENCE STEELE.
 COUNCIL MEMBERS ADAMI, HUGHES, MARKL, SMITH, WACKER.

MEMBERS ABSENT: None.

CALL TO ORDER

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

APPROVE MINUTES

The Council reviewed the Minutes of the Regular Meeting of April 16, 2007. Council Member Adami moved to approve the Minutes as presented; Second by Council Member Hughes. All present voted AYE.
MOTION CARRIED.

PUBLIC HEARING

CONDUCT THE SECOND PUBLIC HEARING CONCERNING THE ANNEXATION OF APPROXIMATELY 102.12 ACRES OF LAND ON LESLIE LANE IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION

Mayor Magers asked for comments from the public concerning the annexation of approximately 102.12 acres of land on Leslie Lane.

No citizens appeared before the City Council to discuss the annexation of land on Leslie Lane.

CONDUCT THE SECOND PUBLIC HEARING CONCERNING THE ANNEXATION OF APPROXIMATELY 83.043 ACRES OF LAND AT THE INTERSECTION OF U.S. HIGHWAYS 82 AND 289 IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION

Mayor Magers asked for comments from the public concerning the annexation of approximately 83.043 acres of land at the intersection of U.S. Highways 82 and 289.

No citizens appeared before the City Council to discuss the annexation of land at U.S. Highways 82 and 289.

CONDUCT THE SECOND PUBLIC HEARING CONCERNING THE ANNEXATION OF APPROXIMATELY 18.46 ACRES OF LAND KNOWN AS THE FRIENDSHIP RANCH ON FRIENDSHIP ROAD IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION

CALL TO ORDER

APPROVE MINUTES

**PUBLIC HEARING
ANNEXATION
LESLIE LANE**

**ANNEXATION
HWY 82 & 289**

**ANNEXATION
FRIENDSHIP ROAD**

Mayor Magers asked for comments from the public concerning the annexation of approximately 18.46 acres of land on Friendship Road.

No citizens appeared before the City Council to discuss the annexation of land on Friendship Road.

FIRST READING, PUBLIC HEARING AND FIRST VOTE OF ORDINANCE NO. 5458

Mayor Magers called for the first reading of Ordinance 5458 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT TO USE AND OCCUPY RIGHT-OF-WAY WITHIN THE CITY OF SHERMAN FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM. PRESCRIBING CONDITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY. PROVIDING FOR COMPENSATION THEREFORE, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE. PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER.

ORD 5458
ONCOR ELECTRIC
DELIVERY FRANCHISE

Council Member Adami asked for an explanation of Ordinance 5458. George Olson, Acting City Manager, explained that the current franchise with Oncor Electric has expired and the ordinance is a renewal of a franchise agreement with the company.

Mayor Magers added that the franchise agreement expired in 2003. Changes in the agreement will allow the City to receive franchise payments quarterly instead of semi-annually and it locks the City into a reasonable deal. He verified that the ordinance would need two readings before the City Council before it was considered for approval.

Deputy Mayor Steele verified that the City has been receiving franchise payments even though the formal agreement expired in 2003.

No citizens appeared before the City Council to discuss Ordinance 5458.

Public Hearings were held on the annexations, Ordinance 5458 was read and the Public Hearing was closed.

CLOSE
PUBLIC HEARING

FIRST VOTE ON ORDINANCE NO. 5458

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT TO USE AND OCCUPY RIGHT-OF-WAY WITHIN THE CITY OF SHERMAN FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRIC

ORD 5458
ONCOR ELECTRIC
DELIVERY FRANCHISE

TRANSMISSION AND DISTRIBUTION SYSTEM. PRESCRIBING CONDITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY. PROVIDING FOR COMPENSATION THEREFORE, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE. PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Council Member Hughes to approve the First Reading of Ordinance 5458, as presented. Second by Council Member Smith.

VOTING AYE: Adami, Hughes, Markl, Smith, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5006 – APPROVING THE FORM OF RESOLUTION OF THE TEXOMA AREA SOLID WASTE AUTHORITY AUTHORIZING THE ISSUANCE OF REFUNDING BONDS TO REFUND A PORTION OF THE AUTHORITY’S REGIONAL SOLID WASTE DISPOSAL CONTRACT REVENUE BONDS, SERIES 2004 (INITIAL FACILITY PROJECT); APPROVING THE FORM OF OFFERING DOCUMENT TO BE USED IN THE MARKETING OF SUCH REFUNDING BONDS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

**RES 5006
TASWA BOND
REFUNDING**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE FORM OF RESOLUTION OF THE TEXOMA AREA SOLID WASTE AUTHORITY AUTHORIZING THE ISSUANCE OF REFUNDING BONDS TO REFUND A PORTION OF THE AUTHORITY’S REGIONAL SOLID WASTE DISPOSAL CONTRACT REVENUE BONDS, SERIES 2004 (INITIAL FACILITY PROJECT); APPROVING THE FORM OF OFFERING DOCUMENT TO BE USED IN THE MARKETING OF SUCH REFUNDING BONDS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

Council Member Adami said he would like to see savings passed along to the partnering entities that helped originate the project.

Mayor Magers said by reducing the interest expense it will reduce the debt thereby reducing the contingent liability, so the debt will be paid off faster and money will be “freed up” for the other cells.

Jason Hughes, First Southwest, explained that the total savings over the life of the bond issue are projected at \$1.2

million. They are maintaining flexibility and are selling with a five year call, and are not extending the debt.

Council Member Adami reiterated that he would like to see the annual savings and interest costs passed on to the partnering entities of Sherman, Denison and Gainesville.

Mayor Magers said the money that is being saved will be reinvested to open another cell and keep costs lower to open the cell without having to increase rates.

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution No. 5006, as presented. Second by Council Member Markl.

VOTING AYE: Adami, Hughes, Markl, Smith, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5016 – SUPPORTING THE PASSAGE OF STATE LEGISLATION REQUIRING PRODUCERS OF ELECTRONICS AND COMPUTERS TO PARTICIPATE IN TAKEBACK RECYCLING PROGRAMS AND THE ADOPTION OF STATEWIDE PROCUREMENT GUIDELINES TO REQUIRE VENDORS WHO PROVIDE PRODUCTS TO STATE AND LOCAL GOVERNMENTS TO TAKE BACK DISCARDED ELECTRONIC PRODUCTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, SUPPORTING THE PASSAGE OF STATE LEGISLATION REQUIRING PRODUCERS OF ELECTRONICS AND COMPUTERS TO PARTICIPATE IN TAKEBACK RECYCLING PROGRAMS AND THE ADOPTION OF STATEWIDE PROCUREMENT GUIDELINES TO REQUIRE VENDORS WHO PROVIDE PRODUCTS TO STATE AND LOCAL GOVERNMENTS TO TAKE BACK DISCARDED ELECTRONIC PRODUCTS.

Mayor Magers explained that the legislation would keep computers and television screens out of the landfill. The manufacturers would be required to have a recycling program. The purpose of the resolution is to support an initiative for the manufacturers to take back the old televisions and computers so they are not put in the landfills.

Deputy Mayor Steele verified that there would be no additional cost to the City to supply containers for the recycling. Council Member Wacker added that the burden will fall on the product manufacturer.

Cynthia Manley, 618 W. Brockett

Ms. Manley said the bills currently before the Texas Legislature, HB 2714 and SB 1324, do not include televisions. She asked that the City Council include televisions in their resolution. The Council verified that the resolution does include electronics.

**RES 5016
ELECTRONIC &
COMPUTER
RECYCLING
PROGRAM**

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution No. 5016, as presented. Second by Council Member Markl.

VOTING AYE: Adami, Hughes, Markl, Smith, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5007 - REQUESTING THE METROPOLITAN PLANNING ORGANIZATION (MPO) CONDUCT AND FINANCE A TRAFFIC IMPACT ANALYSIS AT THE INTERSECTION OF U.S. HIGHWAY 75 AND S.H. 691

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REQUESTING THE METROPOLITAN PLANNING ORGANIZATION (MPO) CONDUCT AND FINANCE A TRAFFIC IMPACT ANALYSIS AT THE INTERSECTION OF U.S. HIGHWAY 75 AND S.H. 691.

**RES 5007
TRAFFIC IMPACT
ANALYSIS AT
HWYS 75 & 691**

Council Member Markl verified that the City of Denison has passed the same resolution. Mayor Magers added that the County Commissioners also approved the traffic impact analysis.

Jeff Miller, Director of Public Works and Engineering, explained that the resolution asks the MPO to use existing money to conduct a traffic impact analysis. There is a separate issue where the MPO has requested money from the Federal Highway Administration for the construction of the improvements in that area. That money will go to the Texas Department of Transportation.

Council Member Smith verified that there was no cost to the City of Sherman.

ACTION TAKEN.

Motion by Council Member Markl to approve Resolution No. 5007, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Hughes, Markl, Smith, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5008 - AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH CRANFILL AND SON TRUCKING FOR THE PURCHASE OF AN ANNUAL SUPPLY OF COVERSTONE FOR THE 2007 SEAL COAT PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH CRANFILL AND SON TRUCKING FOR THE PURCHASE OF AN ANNUAL SUPPLY OF COVERSTONE FOR THE 2007 SEAL COAT PROGRAM.

CONSENT AGENDA.

**RES 5008
SEAL COAT
PROGRAM**

RESOLUTION NO. 5009 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 704 EAST SYCAMORE STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 704 EAST SYCAMORE STREET.

RES 5009
RESIDENTIAL TAX
ABATEMENT
(704 E. SYCAMORE)

RESOLUTION NO. 5010 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 608 EAST RICHARDS STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 608 EAST RICHARDS STREET.

RES 5010
RESIDENTIAL TAX
ABATEMENT
(608 E. RICHARDS)

RESOLUTION NO. 5011 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 510 SOUTH FIRST STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 510 SOUTH FIRST STREET.

RES 5011
RESIDENTIAL TAX
ABATEMENT
(510 S. FIRST)

RESOLUTION NO. 5012 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1113 EAST JONES STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1113 EAST JONES STREET.

RES 5012
RESIDENTIAL TAX
ABATEMENT
(1113 E. JONES)

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution Nos. 5009, 5010, 5011, and 5012, as presented. Second by Council Member Hughes.

VOTING AYE: Adami, Hughes, Smith, Steele, Wacker.

VOTING NAY: None.

ABSTAIN: Markl.

MOTION CARRIED.

RESOLUTION NO. 5013 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ANA TORRES FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 2224 SOUTH FIRST STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ANA TORRES FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 2224 SOUTH FIRST STREET.
CONSENT AGENDA.

RES 5013
RESIDENTIAL TAX
ABATEMENT
(2224 S. FIRST)

RESOLUTION NO. 5014 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CRUZ ALVA FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE MOVING AND RENOVATION OF A SINGLE-FAMILY RESIDENCE TO 615 SOUTH FIRST STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CRUZ ALVA FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE MOVING AND RENOVATION OF A SINGLE-FAMILY RESIDENCE AT 615 SOUTH FIRST STREET.
CONSENT AGENDA.

RES 5014
RESIDENTIAL TAX
ABATEMENT
(615 S. FIRST)

RESOLUTION NO. 5015 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH TOM LONGO FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE RENOVATION OF 205 EAST HOUSTON STREET TO A SINGLE-FAMILY RESIDENCE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH TOM LONGO FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE RENOVATION OF 205 EAST HOUSTON STREET TO A SINGLE-FAMILY RESIDENCE.
CONSENT AGENDA.

RES 5015
RESIDENTIAL TAX
ABATEMENT
(205 E. HOUSTON)

OTHER BUSINESS

RECEIVE THE POLICE DEPARTMENT'S PRESENTATION ON DIGITAL PATROLLER VIDEO CAMERAS AND IN-CAR COMPUTERS

Tom Watt, Police Chief, introduced Sergeant Stephen Dean to present a presentation on the digital patroller video cameras and the in-car computers.

POLICE VIDEO
CAMERAS &
COMPUTERS

Sergeant Dean presented an example of the old video system that was previously used on police vehicles. He then showed video from the new system and outlined improvements in the system. The new digital patroller displays date, time, car, GPS coordinates, direction traveling, and unit speed. There is no external monitor but the video is displayed on a laptop in the patrol car.

Sergeant Dean added that through the old system, a review of videotapes was very labor intensive and it took a long time to scan the tapes for the specific location needed. The new system uses digital files and makes it much easier to locate a video from a specific date and time if it needs to be reviewed. It is also easier to save the specific files that are needed for evidence.

Tom Longo, 213 Island View, Pottsboro

Mr. Longo asked if the system would also check the radar speed of the vehicle being chased if the radar was turned on. Sergeant Dean said it will but it is mainly used for stationary radar. He added that when the lights are turned on, the video backs up 30 seconds to begin recording.

Sergeant Dean offered a demonstration of the in-car computers, showing that the location of all officers can be monitored by the Dispatcher. It also shows the officers that are working an incident, the type of incident it is, and the length of time the officer has been there. Officers can be pulled as needed to answer emergency calls. Sergeant Dean gave a demonstration of the silent dispatch system.

Mayor Magers asked if the system used the pictometry software that is being used by the Grayson Appraisal District. Chief Watt said the system was a different system but includes layers built and the cost of the software is included in the purchase price of the system. Sergeant Dean demonstrated the pictometry system.

Sergeant Dean said the digital patroller video cameras and the in-car computers have made the Police Department more efficient and he thanked the Council for funding the equipment.

Council Member Hughes verified that the system will monitor response time. Mayor Magers asked about ways to turn the digital patroller on to capture video. Sergeant Dean explained that when the lights are turned on the system is automatically activated and backs up 30 seconds to begin recording. If the officer is out of the car, there is a button on the mic that can activate the system and it also backs up 30 seconds to begin recording.

Mayor Magers asked if the Dispatcher is able to see what the video is recording at the same time it is happening. Chief Watt said with the purchase of wireless technology the video could be sent back to the Dispatcher.

FINAL PLAT APPROVAL OF THE FRIENDSHIP RANCH ADDITION, A RURAL TYPE SUBDIVISION IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SHERMAN, AN 18.5 ACRE PLAT IN THE FIELDING BACON SURVEY, ABSTRACT NO. 119; FRIENDSHIP RANCH JOINT VENTURE, NATHAN McCLURE AND JIM HILDALGO, OWNERS (400 BLOCK OF NORTH FRIENDSHIP ROAD)

APPROVE FINAL PLAT
FRIENDSHIP RANCH
ADDITION

The City Council approved the Final Plat of the Friendship Ranch Addition, an 18.5 acre plat in the Fielding Bacon Survey, Abstract No. 119, in the City's Extra Territorial Jurisdiction. The property is located in the 400 block of North Friendship Road, south of Washington Street.

Friendship Ranch Joint Venture, Nathan McClure and Jim Hildalgo, owners, would lie to plat the property into eight lots for a gated residential development. The Planning and Zoning Commission recommended approval of the Final Plat.

CONSENT AGNEDA.

REPLAT APPROVAL OF LOTS 1 AND 2, BLOCK 1 OF THE SHERMAN INDUSTRIAL DEVELOPMENT ADDITION, BEING LOTS 1 AND 2, BLOCK 1, SHERMAN INDUSTRIAL DEVELOPMENT ADDITION AND PART OF THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765 IN TRACT 3 OF THE BLALOCK INDUSTRIAL PARK; PROGRESS RAIL SERVICES AND SHERMAN ECONOMIC DEVELOPMENT CORPORATION, OWNERS (525 PROGRESS DRIVE)

The City Council approved the Replat of Lots 1 and 2, Block 1 of the Sherman Industrial Development Addition, being Lots 1 and 2, Block 1, Sherman Industrial Development Addition and part of the William Martin Survey, Abstract No. 765 in Tract 3 of the Blalock Industrial Park, located at 525 Progress Drive.

The Sherman Economic Development Corporation has been working with the tenant, Progress Rail, to expand the property to the west. SEDCO plans to give the title to Progress Rail and the Replat is required to do that. The Planning and Zoning Commission recommended approval of the Replat.

CONSENT AGENDA.

REPLAT APROVAL OF SHAFER PLAZA II, A REPLAT OF LOT 4, BLOCK 1 OF SHAFER PLAZA AND LOT 3, BLOCK 1 OF THE HOLIDAY INN SHERMAN; PATEL AND SHAFER, OWNERS (2900 BLOCK OF U.S. HIGHWAY 75 NORTH)

The City Council approved the Replat of Shafer Plaza II, a Replat of Lot 4, Block 1 of Shafer Plaza and Lot 3, Block 1 of the Holiday Inn Sherman. The property is located in the 2900 block of U.S. Highway 75 North.

Patel and Shafer, the owners, would like to replat the property so they may sell one of the tracts for commercial development. The Planning and Zoning Commission recommended approval of the Replat.

CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizens requests.

APPROVE REPLAT
SHERMAN INDUSTRIAL
DEVELOPMENT
ADDITION

APPROVE REPLAT
SHAFER PLAZA II

CITIZENS REQUESTS

MEDIA QUESTIONS

ANNEXATION OF PROPERTY AT THE INTERSECTION OF HIGHWAY 82 AND HIGHWAY 289

ANNEXATION AT HIGHWAYS 82 & 289

Kathy Williams, Herald Democrat Reporter, said she understood there would be additional information available on the annexation of property at the intersection of Highway 82 and Highway 289. She asked when the information would be available. She added that the service plans seem to be identical for the residential development and the commercial development.

Mr. Olson said the staff is still working on the cost benefit analysis and the information will be available prior to the Council Meeting of June 4, 2007. Mrs. Williams asked if the information will be available to the public prior to that meeting or will it be included in the Agenda Packet. Mr. Olson said the procedure will be the same as in past annexations.

She expressed concern that the service plan is the same for both the residential and the commercial development. She asked if a separate model was used for each service plan.

Robby Hefton, Director of Administration and Finance, explained that the staff works to get an overall picture of the economic impact based on sales tax and property tax revenue, and water and sewer revenues. In that sense residential and commercial will be very similar. Since an industry would generate more revenue from those sources than an individual home, that is also taken into consideration.

Mrs. Williams asked if there would also be additional costs to deliver water and sewer to commercial property as opposed to residential properties. Mr. Hefton said those questions are also taken into consideration.

Mrs. Williams asked if there would be further restrictions on the area, such as overlay districts, or would areas be "grandfathered in" on the day the annexation is approved. Doreen McGookey, City Attorney, said that would depend on specific situations.

Mrs. Williams asked that the information be made available to the public prior to the meeting.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

CONFIRMATION OF ACTING CITY MANAGER REAPPOINTMENT OF A MEMBER TO THE CIVIL SERVICE COMMISSION (1)

CIVIL SERVICE COMMISSION

ACTION TAKEN.

Motion by Deputy Mayor Steele to confirm the Acting City Manager's reappointment of Holbert L. "Dunk" Hale to the Civil Service Commission for a term from June 8, 2007 to June 8, 2010. Second by Council Member Markl.

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

COUNCIL COMMENTS

URGING CITIZENS TO VOTE IN THE CITY'S ELECTION

Council Member Markl encouraged all citizens to vote in the City's upcoming Election on May 12, 2007.

URGING CITIZENS
TO VOTE IN THE
CITY'S ELECTION

URGING CITIZENS TO VOTE IN THE CITY'S ELECTION

Council Member Smith also encouraged citizens to vote adding that there are very important issues included on the ballot and the direction of the City is at stake, as well as many Charter Amendments which are at stake.

URGING CITIZENS
TO VOTE IN THE
CITY'S ELECTION

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 551.071 -- CONSULTATION WITH THE CITY
ATTORNEY CONCERNING
LEGAL MATTERS

SECTION 551.071 -- CONSULTATION WITH THE CITY
ATTORNEY CONCERNING
PENDING LITIGATION;
CITY OF SHERMAN, TEXAS v.
CREIGHTON LEMOYNE ESCOE,
ET AL.; CAUSE NO. 03-0617

CITY OF SHERMAN v. JAMES
WAYNE; CAUSE NO. 05-06-00420-
CV

SECTION 551.074 -- APPOINT/REMOVE OR CONSIDER
QUALIFICATIONS TO BOARDS
AND COMMISSIONS:
SHERMAN HIGHER EDUCATION
FINANCE CORPORATION (1)

SECTION 551.074 -- PERSONNEL MATTERS:
DISCUSS THE APPOINTMENT OF
A PERMANENT CITY MANAGER
DISCUSS JOB-RELATED
EXPENSES FOR THE ACTING
CITY MANAGER

Mrs. Williams called for a point of order and registered a formal objection to the Closed Executive Session to discuss the appointment of a permanent City Manager. She said she understood that in the Open Meetings Act, the personnel

OBJECTION TO
EXECUTIVE SESSION

provisions are related to discussions of individual employees and not a class of employees. Since no one is actually being considered for the position, she did not feel that the matter of personal privacy could be invoked.

Mayor Magers said he has a confidential memo from the City Attorney reviewing the issue and she has informed the Council that they are abiding by the Texas Open Meetings Law to discuss the issue in Executive Session.

Mrs. Williams asked under what provision this decision was made. Ms. McGookey said there is a case that indicates that even if the position is not open, if you are talking about an individual position that the Council can meet to discuss the issue in Executive Session. She will provide the case citation to Mrs. Williams.

Mrs. Williams read a passage from the Texas Attorney General's Open Meetings Handbook, concerning the exclusion for personal matters and the discussion of a "class of employees." She added that she did not feel there was an individual employee that was being discussed. She said that even if the Council may discuss the issue behind closed doors, why would they want to deprive the citizens of this knowledge. She understood that the discussion would include strategy, the method by which they will select a City Manager, or the qualifications they seek.

Mayor Magers said when personnel is discussed in general terms it can include an individual person. The City Attorney advised the Council that the issue was acceptable for Executive Session and he assured her the Council is not trying to deprive anyone of any information.

Mrs. Williams informed the City Council that she would call the Grayson County Attorney, who is charged with enforcing the law.

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:41 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:10 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

RECEIVE THE POLICE DEPARTMENT'S PRESENTATION ON DIGITAL PATROLLER VIDEO CAMERAS AND IN-CAR COMPUTERS

Mayor Magers said Police Chief Watt has asked that Item D-1 be reopened for a comment.

Chief Watt said he was previously asked a question about pictometry that he was unable to answer. He asked Kent

OPEN MEETING

POLICE VIDEO CAMERAS & COMPUTERS

Buskirk, Computer Systems Coordinator, to explain the use of pictometry.

Mr. Buskirk said Grayson County gives the Police Department an executable copy of their pictometry and the oblique images. The Police Department system uses the base map with the oblique images but not the executable pictometry.

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

SHERMAN HIGHER EDUCATION FINANCE CORPORATION

(1)

ACTION TAKEN.

Motion by Council Member Wacker to appoint Dr. Al Hambrick to the Sherman Higher Education Finance Corporation to fill an unexpired term from May 8, 2007 to April 18, 2008. Second by Council Member Adami.

VOTING AYE: Adami, Hughes, Markl, Smith, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

**SHERMAN HIGHER
EDUCATION
FINANCE CORP.**

**DISCUSS THE APPOINTMENT OF A PERMANENT CITY
MANAGER**

Mayor Magers said that once they were in Executive Session they found out that the Acting City Manager was only going to distribute files and that will be done in Open Session instead and a copy will be made available to the Herald Democrat.

**APPOINTMENT OF
A PERMANENT
CITY MANAGER**

Mr. Olson said he had a copy of a draft job description, a draft profile, and recruitment advertising for various publications, with cost and proposed wording.

Mayor Magers added that the Council Members did not know what was on the Executive Session Agenda and they are in agreement that they want complete disclosure. However, there are times when a particular job is discussed and confidentiality is needed.

**DISCUSS JOB-RELATED EXPENSES FOR THE ACTING CITY
MANAGER**

ACTION TAKEN.

Motion by Council Member Smith to approve a car allowance for Acting City Manager George Olson. Second by Council Member Markl.

ACTION TAKEN.

Motion by Deputy Mayor Steele to amend the motion to make the car allowance retroactive to the date Mr. Olson was appointed Acting City Manager. Second by Council Member Adami.

**JOB-RELATED
EXPENSES FOR
ACTING CITY
MANAGER**

VOTING AYE: Adami, Hughes, Markl, Smith, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:17 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. A.5

PROCLAMATION

“National Public Works Week”: May 20-26, 2007

Issue

To present a proclamation designating May 20 through 26, 2007, as “National Public Works Week”

Background

Each year, “National Public Works Week” is celebrated to offer recognition to the important role that Public Works plays in our lives.

Origination

The request for this proclamation originated with the Department of Engineering and Public Works.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the recommendation of the staff to present a proclamation proclaiming “National Public Works Week” during May 20 through 26, 2007.

Alternatives

The Council could choose not to present a proclamation.

Attachments

Proclamation proclaiming “National Public Works Week”

Prepared by:
Jeff Miller, Engineering & Public Works Director

Approved by:
George Olson, Acting City Manager

SHERMAN



Proclamation

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives, and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection, and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services, and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials, and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW THEREFORE, I, Bill Hagers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 20 through May 26, 2007

NATIONAL PUBLIC WORKS WEEK

in the City of Sherman and urge all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this 21st day of May, 2007.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. B.1

CONSENT AGENDA

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

C.4 * RESOLUTION NO. 5021

Authorizing Execution of a Developer's Agreement with Friendship Ranch Joint Venture for the Construction of Friendship Ranch Addition to the City of Sherman

C.10 * RESOLUTION NO. 5027

Authorizing the Execution of an Agreement with Tammy Glass for the Abatement of Ad Valorem Property Taxes for the Second Story Addition to an Existing Single-Family Residence at 1502 North Hoard Avenue

D.1 * REQUEST TO ADVERTISE

Purchase of Self-Contained Breathing Apparatus (SCBA) Compressor

D.2 * PAYMENT APPROVAL

Weisinger Water Wells, Inc.; Fairview #1 Trinity Well Repairs; \$65,400.40



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. C.1

RESOLUTION NO. 5018

Awarding a Bid to and Authorizing Execution of a Contract with Rushing Paving Company, Ltd. for Construction of the Fairview Park and Martin Luther King, Jr. Park Hike/Bike Trail Projects

Issue

To consider an award of bid on the 2006-2007 Capital Improvement Program projects for the Fairview Park and Martin Luther King, Jr. Park Hike/Bike Trails

Background

During the 2006-2007 budget planning process, the Sherman City Council allocated funds for the installation of eight foot (8') concrete and lighted hike/bike trails at Fairview and Martin Luther King, Jr. Parks. The Fairview Park Hike/Bike Trail Expansion will create an additional 5,000 linear feet of trail on the west side of the creek and connect (via pedestrian bridge) to the existing trail circuit, while also providing access to the park through the Turtle Creek South and Rex Cruse neighborhoods. The Martin Luther King, Jr. Hike/Bike Trail will create a total 3,100 linear foot loop circuit within the park by connecting the north and south sections of the park utilizing some existing sidewalk, and will also include a pedestrian bridge crossing the creek running through the south section of the park. Approximately 2,200 linear feet of new 8' concrete will be added to the MLK, Jr. Park trail system. The projects were appropriately advertised; and bids were opened on Tuesday, May 1, 2007.

Origination

Department of Public Works & Engineering

Financial Consideration

Adequate funds have been budgeted, with a total allocation of \$506,000.00 for these two projects. Two bids were received, with Rushing Paving Company, Ltd. submitting the lowest bid in the amount of \$295,692.66, with options of \$10,979.28 for a concrete sidewalk and \$57.50 for PVC Conduit for future electric, for a total bid of \$306,729.44. The remaining funds are earmarked for the installation of trail lighting and will be bid within the next several weeks.

Staff Recommendation

It is the staff's recommendation that the Sherman City Council award the contract to Rushing Paving Company, Ltd. in the total amount of \$306,729.44, including the two options, and authorize the Acting City Manager to execute the required contract documents.

Alternatives

The Council could award Rushing Paving's base bid of \$295,692.66, excluding the two options.

Attachments

Letter of Recommendation from the City Engineer; Bid Tabulation; Resolution No. 5018; Contract; and Capital Improvement Projects with Location Maps

Prepared by:
Jeffrey Miller, Public Works & Engineering Director

Approved by:
George Olson, Acting City Manager

SHERMAN



1 May 2007

Mr. George Olson
Acting City Manager / Director of Community Services and Maintenance
City of Sherman
405 N. Rusk
Sherman, TX 75090

**Re: Fairview Park and Martin Luther King, Jr. Park Hike / Bike Trail Projects
Concrete Sidewalks**

Dear Mr. Olson:

Bids were received for the above referenced project on Tuesday, May 1, 2007. A total of two bids were received. A complete bid tabulation is attached for your review.

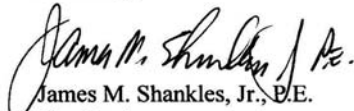
The project consists of the construction of a concrete walking trail throughout Fairview Park and Martin Luther King, Jr. Park in Sherman, Texas. The low bid was submitted by Rushing Paving Company of Denison, Texas in the amount of \$295,692.66. Add alternate items 1 and 2 were also submitted in the amount of \$11,036.78. A bid bond was submitted for 5% of the amount bid as required by the bidding documents. No addendums were issued for this project.

We recommend award of the project to Rushing Paving Company for the base bid and the add alternate items in the amount of \$306,729.44. The contract documents require that this project be completed in 150 consecutive calendar days after the issuance of the Notice to Proceed.

The Contractor shall commence work after execution of all contract and bond forms, receipt of insurance certificates and the issuance of a Notice to Proceed. A preconstruction conference shall be conducted with the contractor and city personnel.

If you have any questions, please contact me at (903) 892-7622.

Sincerely,


James M. Shankles, Jr., P.E.
City Engineer

Attachments: Bid Tabulation

Cc: Mr. Jeffery Miller, Director of Public Works & Engineering

BID TABULATIONS				<i>Low Bidder</i>		<i>Second</i>	
Client: City of Sherman Project: Fairview / MLK, Jr. Hike / Bike Trails Job No.: Engineer: City of Sherman				Rushing Paving Company P.O. Box 365 Denison, TX 75020 Ph # (903) 465-3872 Fax#(903) 465-5390		Vessels Construction PO Box 28 Sherman, TX 75090 Ph # (903) 870-0428 Fax# (903) 892-2653	
ITEM #	DESCRIPTION	UNIT	Proposal QUANTITY	UNIT COST	Proposal Quantity TOTAL COST	UNIT COST	Proposal Quantity TOTAL COST
1	Concrete Sidewalk	SY	6489	\$ 35.19	\$ 228,347.91	\$ 33.43	\$ 216,927.27
2	Curb and Gutter	LF	20	\$ 28.75	\$ 575.00	\$ 42.86	\$ 857.20
3	Driveway	EA	1	\$ 700.00	\$ 700.00	\$ 531.25	\$ 531.25
4	Concrete Steps	LF	132	\$ 98.75	\$ 13,035.00	\$ 164.49	\$ 21,712.68
5	Concrete Bridge Footings	EA	4	\$ 1,592.75	\$ 6,371.00	\$ 2,311.96	\$ 9,247.84
6	PVC Conduit for Future Electric	EA	21	\$ 28.75	\$ 603.75	\$ 92.36	\$ 1,939.56
7	Steel Railing	LF	200	\$ 21.85	\$ 4,370.00	\$ 15.58	\$ 3,116.00
8	Arch Bridge Construction and Installation	EA	2	\$ 9,200.00	\$ 18,400.00	\$ 9,775.00	\$ 19,550.00
9	Bridge Deck Planks	EA	150	\$ 10.00	\$ 1,500.00	\$ 8.90	\$ 1,335.00
10	"Rainbow Bridge" Arch Bridge Kit	EA	2	\$ 10,895.00	\$ 21,790.00	\$ 10,895.00	\$ 21,790.00
TOTAL BASE BID AMOUNT					\$ 295,692.66		\$ 297,006.80

ITEM #	DESCRIPTION	UNIT	Proposal QUANTITY	UNIT COST	Proposal Quantity TOTAL COST	UNIT COST	Proposal Quantity TOTAL COST
1	Concrete Sidewalk	SY	312	\$ 35.19	\$ 10,979.28	\$ 33.00	\$ 10,296.00
2	PVC Conduit for Future Electric	EA	2	\$ 28.75	\$ 57.50	\$ 86.02	\$ 172.04
TOTAL OF ADD ALTERNATE					\$ 11,036.78		\$ 10,468.04

RESOLUTION NO. 5018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH RUSHING PAVING COMPANY, LTD. FOR CONSTRUCTION OF THE FAIRVIEW PARK AND MARTIN LUTHER KING, JR. PARK HIKE/BIKE TRAIL PROJECTS; 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 Rushing Paving Company, Ltd. is hereby awarded the bid in the total amount of \$306,729.44, without change orders, for the construction of the Fairview Park and Martin Luther King, Jr. Park Hike/Bike Trail Projects and that the Acting 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 contract with Rushing Paving Company, Ltd. for the construction of the Fairview Park and Martin Luther King, Jr. Park Hike/Bike Trail Projects, 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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

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 Rushing Paving Company, LTD. ("CONTRACTOR").

The CITY and CONTRACTOR, for the consideration set forth in Article 4 of the 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:

Hike and Bike Trail project for Fairview Park and Martin Luther King Jr. Park.

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 *Time of the Essence*

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 Completion and Final Payment*

A. The Work will be completed and ready for final payment within ~~ninety (90)~~ ^{one hundred and fifty (150)} calendars days of the Notice to Proceed issued by the City.

- 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 \$150.00 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 \$150.00 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 \$150.00 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 below:

A. A Sum of:

Three hundred and six thousand seven hundred and twenty-nine dollars and forty-four cents (\$306,729.44)

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Payment*

Payments shall be made monthly for work completed as described in the General Conditions.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce CITY to enter into this Agreement 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 given CITY written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by CITY is acceptable to CONTRACTOR.

I. 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. Specifications and Contract Documents for the Construction of the Fairview Park and Martin Luther King, Jr. Park Hike/Bike Trail Projects Concrete Sidewalks (entire packet);
3. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR'S Bid and Bidder Information on the Bid Form;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;

B. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 9.08 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 *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.

9.02 *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.

9.03 *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.

9.04 *Captions*

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

9.05 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 FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, INCLUDING ATTORNEYS FEES, 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 OR STRICTLY LIABLE ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; 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, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OF THE CONTRACTOR AND THE CITY, RESPONSIBILITY AND LIABILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, SUBJECT TO AND WITHOUT WAIVING 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.

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 after proper authorization from 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.

9.06 *Choice of Law: Venue.*

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

9.07 *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.

9.08 Entire Agreement

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

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement 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 Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

CITY: CITY OF SHERMAN, TEXAS

By: _____
City Manager

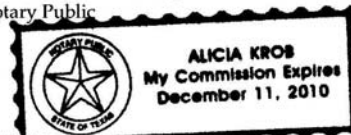
CONTRACTOR:

Rushing Pump Co.
By: Richard J. Rushing

Attest _____
City Clerk

Attest Alicia Kros
Notary Public

Notary Stamp:



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

Approved as to form and content:

Doreen E. McGookey
City Attorney

PROJECT YEAR: 2006-2007

PROJECT NAME:	Fairview Park Lighted Hike/Bike Trail Expansion
DESCRIPTION:	8' Concrete Hike/Bike Lighted Trail expansion on the western undeveloped acreage.
ESTIMATED COST:	\$313,500
ESTIMATED O&M COST:	\$10,000
PROPOSED FINANCING:	General Improvement Fund
PROJECT NECESSITY:	Creates approximately 5400 lf. of trail on west side of the creek connecting to existing trail circuit. Provides increased neighborhood access for Turtle Creek and Rex Cruse area and facilitates future park development.
DEPARTMENT/DIRECTOR:	Community Servies, George Olson
PROPOSED START DATE	November, 2006
PROPOSED END DATE	September, 2007



PROJECT YEAR: 2006-2007

PROJECT NAME: MLK Jr. Park Lighted Hike/Bike Trail

DESCRIPTION: 8' Concrete Hike/Bike Lighted Trail throughout the park, utilizing some existing walkway.

ESTIMATED COST: \$192, 500

ESTIMATED O&M COST: \$8,000

PROPOSED FINANCING: General Improvement Fund

PROJECT NECESSITY: Creates approximately 3000 lf. trail loop circuit connecting the north and south sections of the park. Provides immediate trail network to surrounding and facilitates future park development.

DEPARTMENT/DIRECTOR: Community Services, George Olson

DEPARTMENT/DIRECTOR: November, 2006

DEPARTMENT/DIRECTOR: September, 2007





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. C.2

RESOLUTION NO. 5019

Authorizing the Acting City Manager to Enter into a Memorandum of Agreement with the Federal Emergency Management Agency (FEMA) to Update Flood Plain Maps

Issue

The Federal Emergency Management Agency (FEMA) desires the City of Sherman to enter into a Memorandum of Agreement (MOA) to cooperate in the flood hazard identification process, identify and prioritize flood mapping needs, and develop a scope of study to produce an updated digital flood map.

Background

FEMA has selected Grayson County for a Digital Flood Insurance Study update. This initiative, known as Flood Map Modernization, has the primary goal of supporting the National Flood Insurance Program.

Origination

Department of Public Works and Engineering

Financial Consideration

No direct cost will be involved in completing the study; however, some staff time may be necessary to assist FEMA representatives in gathering data and researching documents.

Staff Recommendation

Staff recommends that the Acting City Manager be authorized to execute the agreement.

Alternatives

As directed by the City Council

Attachments

Resolution No. 5019

FEMA Community Partner Memorandum of Agreement

Prepared by:

Jeff Miller, Public Works & Engineering Director

Approved by:

George Olson, Acting City Manager

RESOLUTION NO. 5019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO UPDATE FLOOD PLAIN MAPS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the National Flood Insurance Program (NFIP), established by the National Flood Insurance Act of 1968, has several purposes, the most significant being:

1. To better indemnify from losses through the availability of flood insurance;
2. To reduce future flood damages through community floodplain management regulations; and
3. To reduce costs for disaster assistance and flood control; and

WHEREAS, a critical component of this program is the identification and mapping of the nation's floodplains to create a broad-based awareness of the flood hazard and to provide the data necessary for community floodplain management programs and to actuarially rate flood insurance; and

WHEREAS, FEMA administers the NFIP and is authorized by § 1360 of the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4101), to establish and update flood-risk zone data in floodplain areas; and

WHEREAS, in the identification of flood-prone areas, FEMA is authorized to consult with, receive information from, and enter into agreements or other arrangements with the head of any State, regional, or local agency in order to identify these flood-prone areas; and

WHEREAS, FEMA encourages strong Federal, State, regional and local partnerships for the purposes of reducing flood losses and disaster assistance; and FEMA and its State, regional, and local partners have determined that it is advantageous to encourage and formalize greater cooperation in the flood hazard identification and mapping processes; and

WHEREAS, the City of Sherman participates in the NFIP, and the City of Sherman has been deemed by FEMA to be in good standing in the NFIP; and

WHEREAS, the City of Sherman has expressed a desire to cooperate with FEMA in the flood hazard identification process and has worked with FEMA to identify and prioritize the City's flood mapping needs and to develop a scope of study to produce an updated digital flood map;

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

SECTION 1. That it is mutually agreed that the City of Sherman and FEMA enter into this agreement to work together to produce an updated, digital flood map for the City of Sherman.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY



FEMA

FEMA

Community Partner Memorandum of Agreement

AGREEMENT is made on April ____, 2007, by these parties:
_____{Insert community partner name(s)} and the Federal
Emergency Management Agency (FEMA).

BECAUSE the National Flood Insurance Program (NFIP), established by the National Flood Insurance Act of 1968, has several purposes, the most significant being:

- To better indemnify individuals from losses through the availability of flood insurance;
- To reduce future flood damages through community floodplain management regulations;
and
- To reduce costs for disaster assistance and flood control.

BECAUSE a critical component of this program is the identification and mapping of the nation's floodplains to create a broad-based awareness of the flood hazard and to provide the data necessary for community floodplain management programs and to actuarially rate flood insurance;

BECAUSE FEMA administers the NFIP and is authorized by §1360 of the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4101), to establish and update flood-risk zone data in floodplain areas.

BECAUSE, in the identification of flood-prone areas, FEMA is authorized to consult with, receive information from, and enter into agreements or other arrangements with the head of any State, regional, or local agency in order to identify these flood-prone areas;

BECAUSE FEMA encourages strong Federal, State, regional, and local partnerships for the purposes of reducing flood losses and disaster assistance; and FEMA and its State, regional, and local partners have determined that it is advantageous to encourage and formalize greater cooperation in the flood hazard identification and mapping processes;

BECAUSE the _____ {Insert community partner name(s)}
participates in the NFIP, and _____ {Insert name of community
representative}, has been deemed by FEMA to be in good standing in the NFIP; and

BECAUSE the _____ {Insert community partner name(s)} has
expressed a desire to cooperate with FEMA in the flood hazard identification process and has
worked with FEMA to identify and prioritize _____ {Insert
community partner name(s). Note name is possessive here.} flood mapping needs and
develop a scope of study to produce an updated digital flood map.

NOW, THEREFORE, it is mutually agreed that the parties enter into this agreement to work together to produce an updated, digital flood map for _____ **{Insert name(s) of community}**.

Print Name (Community Authorized Representative)

Signature (Community Authorized Representative)

Date

Title of Community Authorized Representative

Print Name (FEMA Authorized Representative)

Signature (FEMA Authorized Representative)

Date

Title of FEMA Authorized Representative



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. C.3

RESOLUTION NO. 5020

**Expressing the City's Support for the Transportation, Community, and System
Preservation Program Grant Application made by the Sherman-Denison Metropolitan
Planning Organization (F.M. 691 and U.S. Highway 75)**

Issue

To consider approval of a resolution of support for a federal grant application requesting funds for highway improvements on F.M. 691 at its intersection with U.S. Highway 75

Background

A federal grant application has been submitted by the Sherman-Denison Metropolitan Planning Organization and, if awarded, it will provide \$2,547,300.00 for improvements on F.M. 691, 2,000 feet on either side of U.S. Highway 75. The project will upgrade the existing two-lane facility to a four-lane urban section, with a raised median and appropriate turning lanes. This project will be a portion of the needed improvements of the whole F.M. 691 east/west corridor.

Origination

Department of Public Works and Engineering

Financial Consideration

There is no cost to the City's lending its support to this project.

Staff Recommendation

It is the staff's recommendation that the Council approve the resolution of support

Alternatives

Those as may be recommended by the City Council

Attachments

Resolution No. 5020

Prepared by:
Jeff Miller, Public Works & Engineering Director

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 5020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXPRESSING THE CITY'S SUPPORT FOR THE TRANSPORTATION, COMMUNITY, AND SYSTEM PRESERVATION PROGRAM GRANT APPLICATION MADE BY THE SHERMAN-DENISON METROPOLITAN PLANNING ORGANIZATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Transportation Policy Board of the Metropolitan Planning Organization was granted authority in an agreement dated January 29, 1982 between the Cities of Denison and Sherman, Grayson County, the Texas Department of Transportation to develop transportation plans for the Sherman-Denison Urbanized Area in accordance with US Title 23 CFR Part 450 (C); and

WHEREAS, the Federal Highway Administration announced on March 22, 2007 the Transportation, Community, and System Preservation Program Grant for FY 2007 in accordance with the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users; and

WHEREAS, the Transportation Policy Board of the Metropolitan Planning Organization unanimously selected the Farm to Market Road 691 at US Highway 75 project as its Transportation, Community, and System Preservation Program Grant request for FY 2007 at its public meeting on April 11, 2007.

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

SECTION 1. That the City Council of the City of Sherman hereby endorses the selection of the Farm to Market Road 691 at US Highway 75 Project for the Transportation, Community, and System Preservation Program Grant request FY 2007.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5021**

**Authorizing Execution of a Developer's Agreement with Friendship Ranch Joint Venture
for the Construction of Friendship Ranch Addition to the City of Sherman**

Issue

To consider executing a Developer's Agreement with Friendship Ranch Joint Venture for the construction of the Friendship Ranch Addition in the City of Sherman

Background

Friendship Ranch Joint Venture proposes to construct a private street with drainage improvements and a public water main for the Friendship Ranch Addition to the City of Sherman.

Origination

Department of Public Works & Engineering

Financial Consideration

None

Staff Recommendation

Staff recommends approval of the Developer's Agreement

Alternatives

As directed by the City Council

Attachments

Resolution No. 5021

Developer's Agreement

Location Map

Prepared by:

Jeff Miller, Director of Public Works & Engineering

Approved by:

George Olson, Acting City Manager

RESOLUTION NO. 5021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT WITH FRIENDSHIP RANCH JOINT VENTURE FOR THE CONSTRUCTION OF FRIENDSHIP RANCH ADDITION TO THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Acting City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Friendship Ranch Joint Venture for the construction of Friendship Ranch Addition to the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

STATE OF TEXAS §

COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND FRIENDSHIP RANCH JOINT VENTURE**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2007 (the "Effective Date"), by and among City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, and Friendship Ranch Joint Venture ("Developer").

WITNESSETH:

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

WHEREAS, Developer is developing a portion of the extraterritorial jurisdiction of the City that is currently undergoing annexation, and making improvements to a potential future portion of the City,

WHEREAS, Developer owns or controls lands undergoing annexation to the City and described in the final plat submitted to the City by the Developer and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon;

WHEREAS the Developer desires that the City accepts the streets, utilities, and other improvements as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I;

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

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

ARTICLE I.

SPECIFIC CONTRACT PROVISIONS

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer represents that the final plat and all documents submitted to the City for approval of this Project are accurate. Developer understands that the City will rely on the accuracy of the documents in making its determination as to whether the documents comply with all City ordinances, state, and federal law.

3. **Development Documents:** Upon the execution of this Agreement, the plans, specifications, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the Subdivision are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and its amendments, as applicable to the Subdivision; and all of the work will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The plans, specifications, orders of the City Planning and Zoning Commission, and the City Council, and ordinance referred to in this paragraph (hereinafter the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.

4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.

5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.

6. **Failure to Complete Development:**

(a) If the Developer does not complete the Improvements contained in the Development Documents on or before November 1, 2007 City may, at its election, use the Performance

Bond to complete such Improvements. The date in this Paragraph maybe extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

(b) If the parties agree to extend the Development Agreement, such extensions shall be subject to the provisions of Section 212.172(d) of the Texas Local Government Code.

7. Availability of Public Facilities: No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

8. Registered Civil Engineer: All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.

9. City Engineer: Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.

10. Coordination of Work: The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.

11. Utility Arrangements: The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.

12. Fees: Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.

13: Guarantee or Maintenance Bond:

- a. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.

- b. Instead of the Guarantee set for in subparagraph (a) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. WAIVER OF RIGHTS UNDER STATE LAW:

(a) Section 212.904 of the Texas Local Government Code

Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. BY MY SIGNATURE ON THIS CONTRACT, I HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVE MY RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I AGREE THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY.

(b) CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE:

Developer also understands that any monies held in escrow by the City in accordance with the Future Installation Cost Agreement may also qualify as Impact Fees, as provided in Chapter 395 of the Texas Local Government Code. BY MY SIGNATURE ON THIS CONTRACT, I HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHTS UNDER I MAY HAVE UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. I AGREE THAT THIS DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY IN CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY.

INSTEAD, I AGREE THAT MONIES MAY BE HELD BY THE CITY IN ACCORDANCE WITH THE FUTURE INSTALLMENT COSTS AGREEMENT AND THAT THE CITY IS NOT REQUIRED TO COMPLY WITH THE PROCEDURES IN CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE.

15. Other Provisions:

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.

- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee equal for \$8,955 (3% of \$298,500).
- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws, including but not limited to, the discharge of storm water, during and upon completion of the development.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

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

of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.

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

CITY:

DESIGNEE: James M. Shankles, Jr., P.E.

ADDRESS: 220 W. Mulberry Street

Sherman, TX 75090
PHONE: 903-892-7622
FAX: 903-870-7802

DEVELOPER:

DESIGNEE: Nat McClure (General Partner)
ADDRESS: 1402 W. Houston Street
Sherman, TX 75090
PHONE: 903-893-9621
FAX: 903-813-0041

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

provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF parties have caused this Agreement to be executed in duplicate this _____ day of _____ 2007, with an original to each party.

Developer:

Friendship Ranch Joint Venture

BY: 

NAME: Nat McClure (General Partner)

TITLE: General Partner

Friendship Ranch Joint Venture

BY: 

NAME: Jim Hildalgo (General Partner)

TITLE: General Partner

CITY OF SHERMAN

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

APPROVAL RECOMMENDED:

James M. Shankles, Jr., P.E. City Engineer

Jeff Miller, Director of Engineering & Public Works

APPROVED AS TO FORM:

Doreen E. McGookey, City Attorney:



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. C.5

RESOLUTION NO. 5022

**Authorizing the Execution of an Agreement with Barton Capital, LTD.
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 535 East Evergreen Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 535 East Evergreen 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 \$234.00 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. 5022
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Robby Hefton,
Director of Finance & Administration

Approved by:
George Olson,
Acting City Manager

RESOLUTION NO. 5022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 535 EAST EVERGREEN 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 Acting 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 as to form and content 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 535 East Evergreen Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2007, and continuing for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback

taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2007, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2007	100%
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	80%
2014	60%
2015	40%
2016	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, as indicated above in paragraph 1.01.

IV.

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

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

Being Lot 3 and the East One-half of Lot 4, Block 3 of the Kerr's Bloomfield Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 535 E. Evergreen.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

City of Sherman
PO Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

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

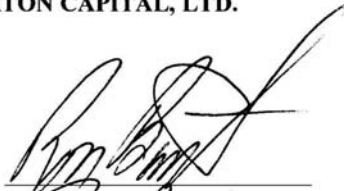
Copy to: Grayson Appraisal District
205 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2007.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD.

BY: _____
GEORGE OLSON
ACTING CITY MANAGER

BY: 
NAME: Ron Barton
TITLE: Pres

(CORPORATE SEAL)

ATTEST:

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

BY: 
NAME: Ron Barton
TITLE: Pres

**APPROVED AS TO FORM
AND CONTENT:**

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

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

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 535 E. EVERGREEN

Summary Legal Description: Lot: 3/4 Block: 3 Addition: J.S. KERR, BARNFIELD ADD.

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

Improvements:

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

Estimated Value of Improvements: \$58,600.00

Estimated Date of Start of Construction: 4-23-07

Estimated Date of Completion of Project: 6-23-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): Guy L. P.

Date: 4-23-07

SHERMAN



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

BUILDING PERMIT APPLICATION

PERMIT NUMBER

247

OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING	STREET NUMBER AND NAME <u>535 E. EVERGREEN</u>		SUBDIVISION OR SURVEY <u>J.S. KERR, BLOOMFIELD ADD.</u>		LOT <u>3/4</u>	BLOCK <u>3</u>	CENSUS TRACT
	FLOOD ZONE _____ BASE FLOOD ELE. _____ 1ST FLOOR ELE. _____		E. ZONING _____ FIRE ZONE _____ PLANS _____		TIME TO COMPLETE _____ DAYS		
II TYPE AND COST OF BUILDING	A. TYPE OF IMPROVEMENT		DESCRIPTION OF REPAIRS:				
	1 ☒ NEW BUILDING		<u>NEW HOME CONSTRUCTION</u>				
	2 ☐ ALTERATION		<u>BESTE ELECTRIC - 903-815-5448</u>				
	3 ☐ REPAIR, Replacement		<u>RED RIVER PLUMBING - 903-821-5715</u>				
	4 ☐ MOVING (relocation)		<u>MARKYL & SONS - 903-624-6606</u>				
III BUILDING SPECS. New Bldg. and Additions - Fill Out Parts F. - M. Wrecking - Fill Out Part K Only All Others Skip to IV	B. OWNERSHIP						
	1 ☒ PRIVATE (Individual, corporation, non profit institution, etc.)						
	2 ☐ PUBLIC (Federal, state, or local government)						
	C. COST \$ <u>58,600.00</u>						
	D. FEE <u>25.00</u>						
IV IDENTI- FICATION	F. PRINCIPAL TYPE OF FRAME		H. TYPE OF SEWAGE DISPOSAL		K. DIMENSIONS		
	☒ MASONRY (wall bearing)		☒ PUBLIC OR PRIVATE CO.		Number of Stories <u>1</u>		
	☒ WOOD FRAME		☐ INDIVIDUAL (Septic tank, etc.)		TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS <u>1096</u>		
	☐ STRUCTURAL STEEL		I. TYPE OF WATER SUPPLY		TOTAL LAND AREA SQ. FT. <u>9375</u>		
	☐ REINFORCED CONCRETE		☒ PUBLIC OR PRIVATE CO.		L. No. OFF-STREET PARKING SPACES		
V SIGNATURE OF APPLICANT	☐ OTHER - SPECIFY _____		☐ INDIVIDUAL (well, cistern)		ENCLOSED <u>0</u>		
	G. Principal Type of Heating Fuel		J. ADDITIONAL INFO		M. RESIDENTIAL BLDG. ONLY		
	☐ GAS ☐ OIL		RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO		No. of Bedrooms <u>3</u> No. of Bathrooms <u>2</u>		
	☒ ELECTRICITY ☐ COAL		WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO		Full <u>2</u> Partial _____		
	☐ OTHER _____						
VI OWNER CONT.	NAME		MAILING ADDRESS		PHONE		
	<u>Lupin INVESTMENTS</u>		<u>715 S. Hwy 75 SHERMAN, TX 75090</u>		<u>903-868-4201</u>		
	3. Architect						
The Owner of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman							
SIGNATURE OF APPLICANT		ADDRESS		DATE			
<u>[Signature]</u>		<u>715 S. Hwy 75 SHERMAN</u>		<u>4-28-07</u>			

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED _____ 20 _____ DENIED _____ 20 _____

BUILDING OFFICIAL SIGNATURE

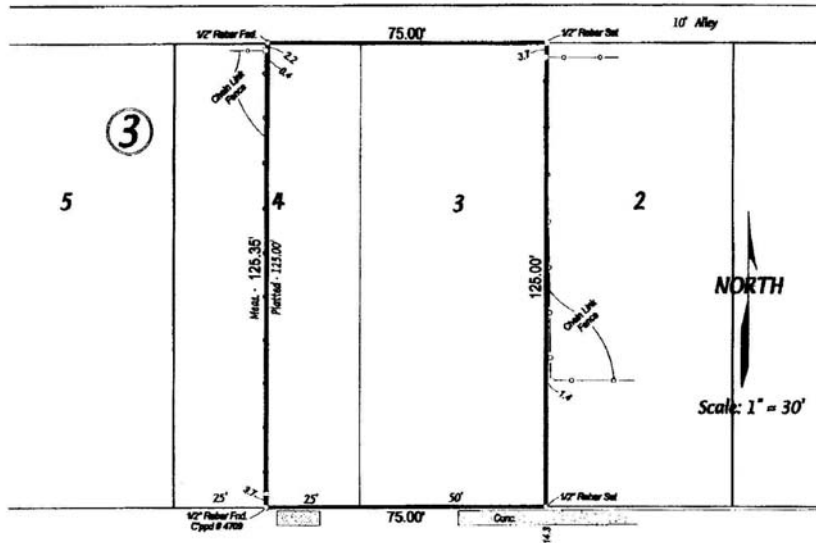
Gold - File

127-015-88

White - File

Canary - Owners Application

Pink - Tax Office



EVERGREEN STREET

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.

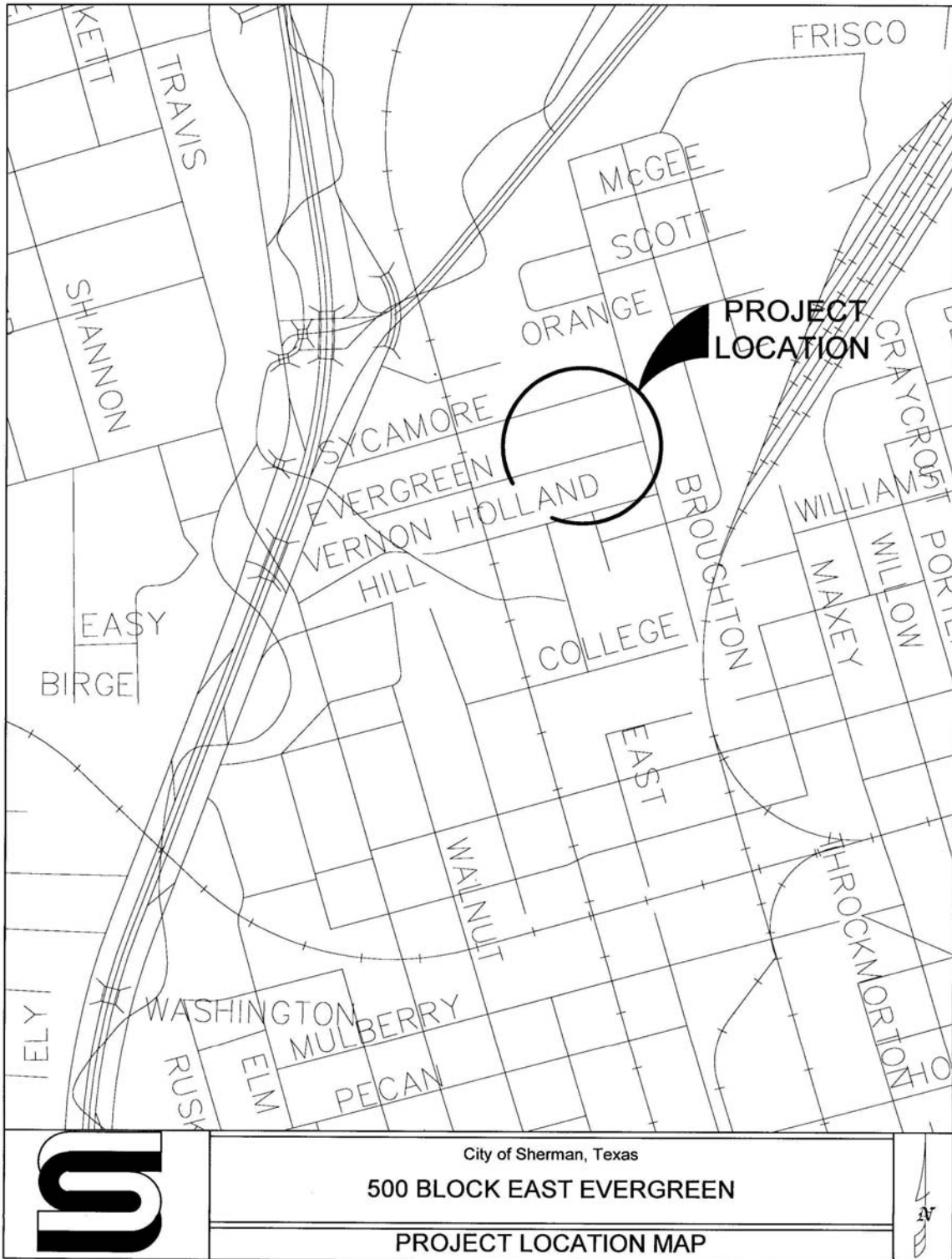
I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 19th day of April, 2007 of the following described property:

Lot THREE (3), and the East One-half (25.00 feet) of Lot FOUR (4) in Block THREE (3) of J. S. KERRS, BLOOMFIELD ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 92, Page 393, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as 535 E. EVERGREEN STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

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





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. C.6

RESOLUTION NO. 5023

**Authorizing the Execution of an Agreement with Barton Capital, LTD.
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 1119 South Montgomery Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 1119 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 \$220.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5023
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Robby Hefton,
Director of Finance & Administration

Approved by:
George Olson,
Acting City Manager

RESOLUTION NO. 5023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1119 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 Acting 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 as to form and content 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 1119 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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

**_____
DOREEN E. MCGOOKEY,
CITY ATTORNEY**

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2007, and continuing for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback

taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2007, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2007	100%
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	80%
2014	60%
2015	40%
2016	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, as indicated above in paragraph 1.01.

IV.

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

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

Being Lot 5, Block 7 of the Jones and Wainwright's Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 1119 S. 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.

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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.

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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.

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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.

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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.

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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	Barton Capital, Ltd.
PO Box 1106	715 Hwy 75 South
Sherman, Texas 75091-1106	Sherman, Texas 75090
(903) 892-7200	(903) 868 - 4201

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2007.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD.

BY: _____
GEORGE OLSON
ACTING CITY MANAGER

BY: 
NAME: Ron Barton
TITLE: Pres

(CORPORATE SEAL)

ATTEST:

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

BY: 
NAME: Ron BARTON
TITLE: Pres

APPROVED AS TO FORM
AND CONTENT:

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON Capital

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

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 1119 S. MONTGOMERY

Summary Legal Description: Lot: 5 Block: 7 Addition: Jones + Wain RIGHTS 100.

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

Improvements:

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

Estimated Value of Improvements: 55,000.00

Estimated Date of Start of Construction: 5-2-07

Estimated Date of Completion of Project: 7-2-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): Cy L. P. Date: 5-2-07

SHERMAN



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

BUILDING PERMIT APPLICATION

 PERMIT NUMBER
 OCCUPANCY NUMBER

270

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING	STREET NUMBER AND NAME <u>1119 S. MONTGOMERY</u>		SUBDIVISION OR SURVEY <u>JONES + WAINRIGHTS ADD.</u>		LOT <u>5</u>	BLOCK <u>7</u>	CENSUS TRACT
	FLOOD ZONE _____		E. ZONING _____		TIME TO COMPLETE <u>180</u> DAYS		
	BASE FLOOD ELE. _____		FIRE ZONE _____				
	1ST FLOOR ELE. _____		PLANS _____				
II TYPE AND COST OF BUILDING	A. TYPE OF IMPROVEMENT		DESCRIPTION OF REPAIRS:				
	1 ☒ NEW BUILDING		<u>NEW HOME CONSTRUCTION</u>				
	2 ☐ ALTERATION						
	3 ☐ REPAIR, Replacement		<u>BESTE ELECTRIC - 903-564-6853</u>				
	4 ☐ MOVING (relocation)						
	5 ☐ FOUNDATION ONLY		<u>MARKYL & SONS - 903-893-3060</u>				
III BUILDING SPECS. New Bldg. and Additions - Fill Out Parts F. - M. Wrecking - Fill Out Part K Only All Others Skip to IV	B. OWNERSHIP		RED RIVER PUMPING - 903-821-5715				
	1 ☒ PRIVATE (Individual, corporation, non profit institution, etc.)						
	2 ☐ PUBLIC (Federal, state, or local government)						
	C. COST \$ <u>55,000.00</u>						
	D. FEE \$ <u>25.00</u>						
	Sq. Ft. { Main Bldg. <u>1096</u> Accs. Bldg. _____		<u>#25 Stormwater</u>				
IV IDENTI- FICATION	F. PRINCIPAL TYPE OF FRAME		H. TYPE OF SEWAGE DISPOSAL		K. DIMENSIONS		
	☐ MASONRY (wall bearing)		☒ PUBLIC OR PRIVATE CO.		Number of Stories <u>1</u>		
	☒ WOOD FRAME		☐ INDIVIDUAL (Septic tank, etc.)		TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS <u>1096</u>		
	☐ STRUCTURAL STEEL		I. TYPE OF WATER SUPPLY		TOTAL LAND AREA SQ. FT. <u>7000</u>		
	☐ REINFORCED CONCRETE		☒ PUBLIC OR PRIVATE CO.		L. No. OFF-STREET PARKING SPACES		
	☐ OTHER - SPECIFY _____		☐ INDIVIDUAL (well, cistern)		ENCLOSED <u>0</u> OUTDOORS <u>3</u>		
V SIGNATURE OF APPLICANT	G. Principal Type of Heating Fuel		J. ADDITIONAL INFO		M. RESIDENTIAL BLDG. ONLY		
	☐ GAS ☐ OIL		RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO		No. of Bedrooms <u>3</u> Full <u>2</u>		
	☒ ELECTRICITY ☐ COAL		WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO		No. of Bathrooms _____ Partial _____		
	☐ OTHER _____						
VI OWNER CONTACT	NAME		MAILING ADDRESS		PHONE		
	<u>Capital Investment Corp.</u>		<u>715 S Hwy 75 SHERMAN, TX</u>		<u>903-868-4201</u>		
	3. Architect						

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

Greg L. P. SIGNATURE OF APPLICANT 715 S. Hwy 75 SHERMAN, TX ADDRESS 5-2-07 DATE

APPROVED _____ 20 _____

DENIED _____ 20 _____

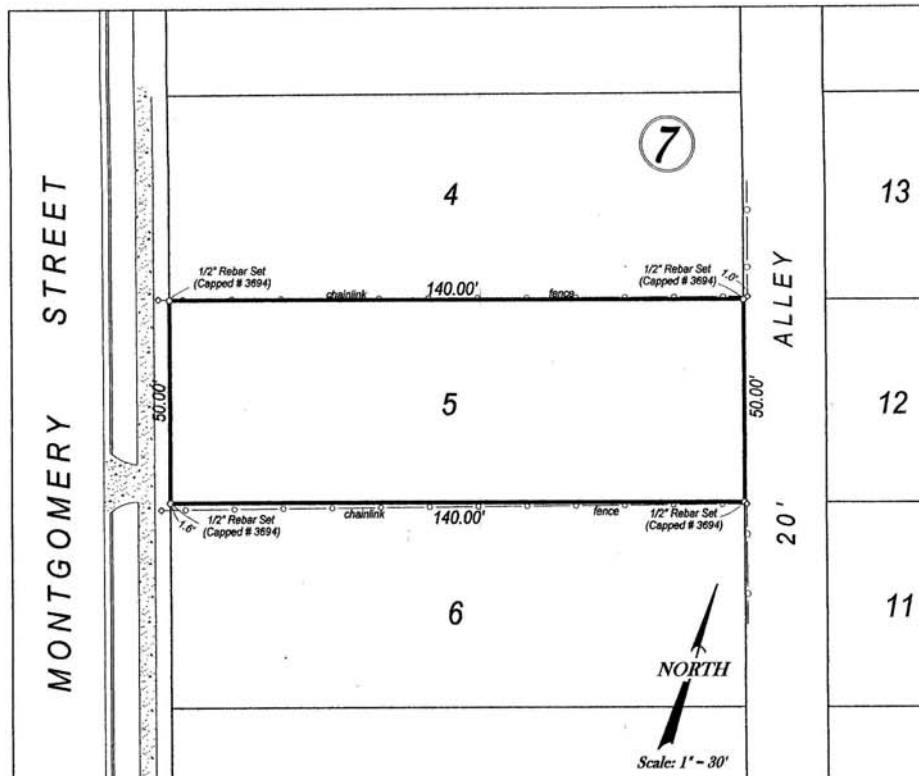
127-015-88

White - File

Canary - Owners Application

Pink - Tax Office

BUILDING OFFICIAL SIGNATURE
Gold - File



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

SURVEY FOR: BARTON CAPITAL, LTD.

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 27th day of April, 2007 of the following described property:

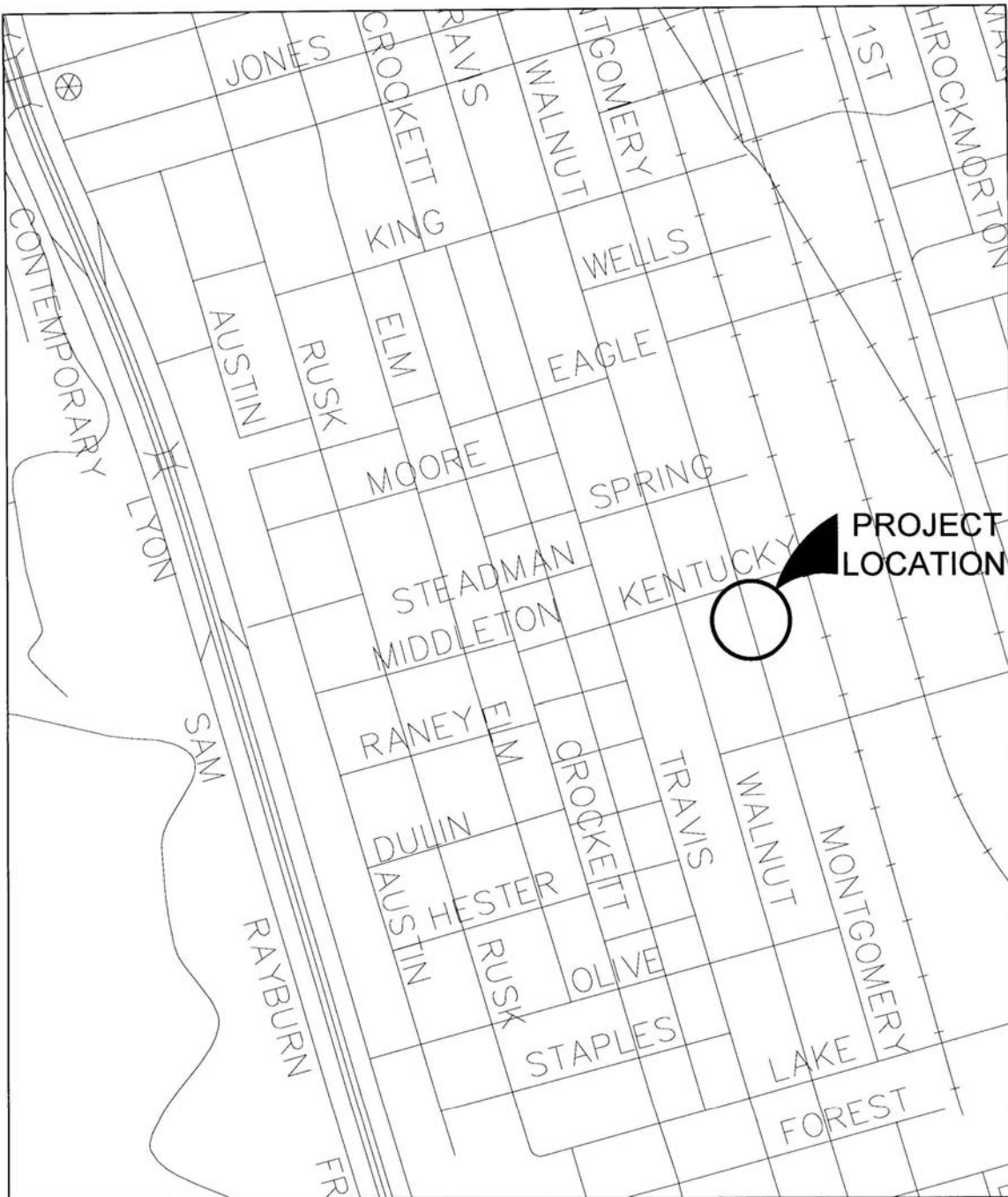
Lot FIVE (5) in Block SEVEN (7) of JONES & WAINRIGHTS ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 35, Page 96, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as 1119 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





City of Sherman, Texas

1100 BLOCK SOUTH MONTGOMERY

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. C.7

RESOLUTION NO. 5024

**Authorizing the Execution of an Agreement with Barton Capital, LTD.
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 508 South Branch Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 508 South Branch 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 \$160.00 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. 5024
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Robby Hefton,
Director of Finance & Administration

Approved by:
George Olson,
Acting City Manager

RESOLUTION NO. 5024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 508 SOUTH BRANCH 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 Acting 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 as to form and content 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 508 South Branch Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2007, and continuing for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback

taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2007, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2007	100%
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	80%
2014	60%
2015	40%
2016	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, as indicated above in paragraph 1.01.

IV.

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

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

Being tract of land in the Samuel Blagg Survey (S041 0056032) in the City of Sherman, Grayson County, Texas, and being more commonly known as 508 S. Branch.

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	Barton Capital, Ltd.
PO Box 1106	715 Hwy 75 South
Sherman, Texas 75091-1106	Sherman, Texas 75090
(903) 892-7200	(903) 868 - 4201

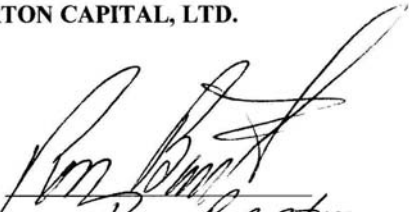
Copy to: Grayson Appraisal District
205 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2007.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD.

BY: _____
GEORGE OLSON
ACTING CITY MANAGER

BY: 
NAME: Ron BARTON
TITLE: Pres

(CORPORATE SEAL)

ATTEST:

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

BY: 
NAME: Ron BARTON
TITLE: Pres

APPROVED AS TO FORM
AND CONTENT:

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

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

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 508 S. BRANCH

Summary Legal Description: Lot: 0.16 ACRES Addition: SAMUEL BLAGG SURVEY

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: \$140,000

Estimated Date of Start of Construction: 5-2-07

Estimated Date of Completion of Project: 7-2-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): G. L. P. Date: 5-2-07

SHERMAN



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

BUILDING PERMIT APPLICATION

 PERMIT NUMBER
 OCCUPANCY NUMBER

273

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING	STREET NUMBER AND NAME 508 S. BRANCH		SUBDIVISION OR SURVEY SAMUEL BLAGG SURVEY		LOT 0.16 ACRES	BLOCK	CENSUS TRACT
	FLOOD ZONE _____ BASE FLOOD ELE. _____ 1ST FLOOR ELE. _____		E. ZONING _____ FIRE ZONE _____ PLANS _____		TIME TO COMPLETE 180 DAYS		
II TYPE AND COST OF BUILDING	A. TYPE OF IMPROVEMENT		DESCRIPTION OF REPAIRS:				
	1 ☒ NEW BUILDING		NEW HOME CONSTRUCTION				
	2 ☐ ALTERATION		BESTE ELECTRIC - 903-564-6853				
	3 ☐ REPAIR, Replacement		MARKYL & SONS - 903-893-3060				
	4 ☐ MOVING (relocation)		RED RIVER PLUMBING - 903-821-5715				
III BUILDING SPECS.	B. OWNERSHIP		C. COST \$ 40,000.00				
	1 ☒ PRIVATE (Individual, corporation, non profit institution, etc.)		D. FEE \$25.00				
	2 ☐ PUBLIC (Federal, state, or local government)		Sq. Ft. { Main Bldg. 704 Accs. Bldg. _____				
	F. PRINCIPAL TYPE OF FRAME		H. TYPE OF SEWAGE DISPOSAL		K. DIMENSIONS		
	☐ MASONRY (wall bearing) ☒ WOOD FRAME ☐ STRUCTURAL STEEL ☐ REINFORCED CONCRETE ☐ OTHER - SPECIFY _____		☒ PUBLIC OR PRIVATE CO. ☐ INDIVIDUAL (Septic tank, etc.)		Number of Stories 1 TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 704 TOTAL LAND AREA SQ. FT. 7250		
IV IDENTI- FICATION	G. Principal Type of Heating Fuel		I. TYPE OF WATER SUPPLY		L. No. OFF-STREET PARKING SPACES		
	☐ GAS ☐ OIL ☒ ELECTRICITY ☐ COAL ☐ OTHER _____		☒ PUBLIC OR PRIVATE CO. ☐ INDIVIDUAL (well, cistern)		ENCLOSED 0 OUTDOORS 2		
	J. ADDITIONAL INFO		M. RESIDENTIAL BLDG. ONLY				
	RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO		No. of Bedrooms 2 No. of Bathrooms 1 Full ☒ Partial ☐				
	NAME		MAILING ADDRESS		PHONE		
1. OWNER	Cupid Investments		755 HWY 75 SHERMAN, TX 75090		93-862-4201		
2. CONT.							
3. Architect							
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman SIGNATURE OF APPLICANT <u>G.R.</u> ADDRESS <u>715 - 5 HWY 75 SHERMAN</u> DATE <u>5-2-07</u>							

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED _____ 20 _____ DENIED _____ 20 _____

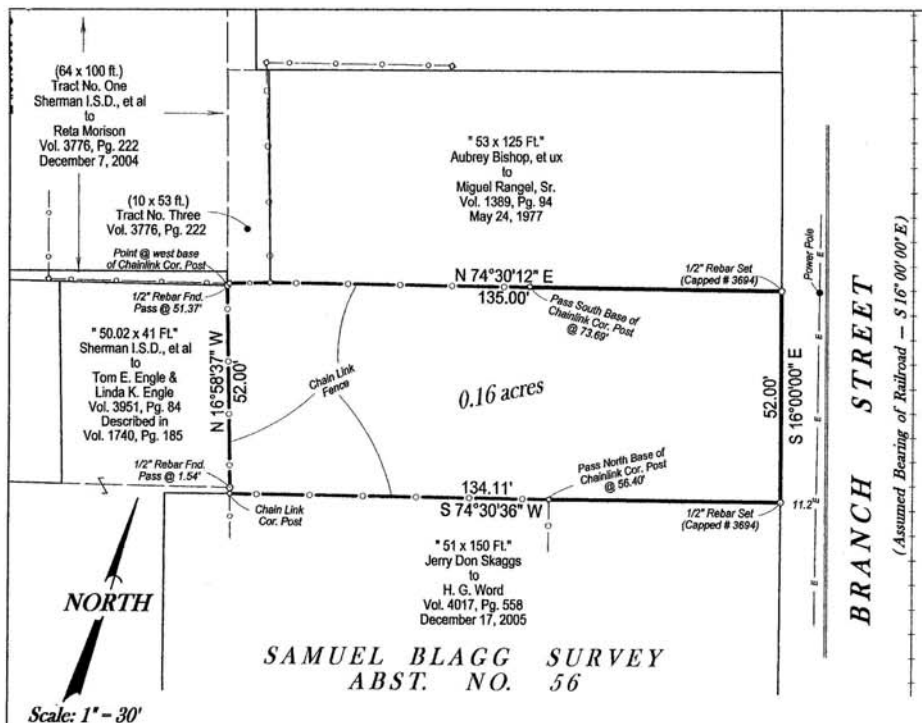
127-015-88

White - File

Canary - Owners Application

Pink - Tax Office

BUILDING OFFICIAL SIGNATURE
Gold - File



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

SURVEY FOR: BARTON CAPITAL, LTD.

I, Marshall Sartin, Registered Professional Land Surveyor,
hereby certify that a survey of the property shown hereon was
made on the ground on the 28 th day of November, 2006 of
the following described property:

(LEGAL DESCRIPTION ATTACHED)

That the improvements located on said property are known as
508 S. BRANCH 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



508BRANC.PCS



City of Sherman, Texas

500 BLOCK SOUTH BRANCH

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. C.8

RESOLUTION NO. 5025

**Authorizing the Execution of an Agreement with Cupid Investments, Inc.
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 314 West Jones Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 314 West Jones 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

Cupid Investments Inc., 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 \$263.00 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.

Attachment

Resolution No. 5025
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Robby Hefton,
Director of Finance & Administration

Approved by:
George Olson,
Acting City Manager

RESOLUTION NO. 5025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CUPID INVESTMENTS, INC. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 314 WEST JONES 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 Acting City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Cupid Investments, Inc., and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Cupid Investments, Inc. 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 314 West Jones Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, **CITY** hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of **OWNER** in the **CITY** over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2007, and continuing for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback

taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2007, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2007	100%
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	80%
2014	60%
2015	40%
2016	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, as indicated above in paragraph 1.01.

IV.

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

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

Being a 0.15 acre Lot in the J.P. Loving's Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 314 W. Jones 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	Cupid Investments, Inc.
PO Box 1106	715 Hwy 75 South
Sherman, Texas 75091-1106	Sherman, Texas 75090
(903) 892-7200	(903) 868 - 4201

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2007.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
CUPID INVESTMENTS, INC.

BY: _____
GEORGE OLSON
ACTING CITY MANAGER

BY: 
NAME: RON BARTON
TITLE: VP

(CORPORATE SEAL)

ATTEST:

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

BY: 
NAME: RON BARTON
TITLE: VP

APPROVED AS TO FORM
AND CONTENT:

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL Cupid Investments Inc 

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: 314 W. JONES

Summary Legal Description: Lot: 1 Block: 5 Addition: LOVING ADDITION
0.15 ACRES

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: \$65,800.00

Estimated Date of Start of Construction: 4-18-07

Estimated Date of Completion of Project: 6-18-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): Guy L. P. Date: 4-20-07

SHERMAN



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

BUILDING PERMIT APPLICATION

 PERMIT NUMBER
 OCCUPANCY NUMBER

241

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING	STREET NUMBER AND NAME 314 W. JONES		SUBDIVISION OR SURVEY LOVING ADDITION		LOT 10	BLOCK 1	CENSUS TRACT
	FLOOD ZONE _____ BASE FLOOD ELE. _____ 1ST FLOOR ELE. _____		E. ZONING _____ FIRE ZONE _____ PLANS _____		TIME TO COMPLETE 180 DAYS		
II TYPE AND COST OF BUILDING	A. TYPE OF IMPROVEMENT		DESCRIPTION OF REPAIRS:				
	1 ☒ NEW BUILDING		NEW HOME CONSTRUCTION				
	2 ☐ ALTERATION		RED RIVER PLUMBING - 903-821-5715				
	3 ☐ REPAIR, Replacement		MARKYL & SONS - HVAC - 903-893-3060				
III BUILDING SPECS.	B. OWNERSHIP		BESTE ELECTRIC - 903-564-6853				
	1 ☒ PRIVATE (Individual, corporation, non profit institution, etc.)						
	2 ☐ PUBLIC (Federal, state, or local government)						
	C. COST \$ 85800.00						
IV IDENTI- FICATION	D. FEE \$25.00		#25 Stormwater				
	Sq. Ft. { Main Bldg. 1388 Accs. Bldg. _____						
	F. PRINCIPAL TYPE OF FRAME		H. TYPE OF SEWAGE DISPOSAL		K. DIMENSIONS		
	☐ MASONRY (wall bearing) ☒ WOOD FRAME ☐ STRUCTURAL STEEL ☐ REINFORCED CONCRETE ☐ OTHER - SPECIFY _____		☒ PUBLIC OR PRIVATE CO. ☐ INDIVIDUAL (Septic tank, etc.)		Number of Stories 1 TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 1388 TOTAL LAND AREA SQ. FT. 6338.10		
V OTHER INFO	G. Principal Type of Heating Fuel		I. TYPE OF WATER SUPPLY		L. No. OFF-STREET PARKING SPACES		
	☐ GAS ☐ OIL ☒ ELECTRICITY ☐ COAL ☐ OTHER _____		☒ PUBLIC OR PRIVATE CO. ☐ INDIVIDUAL (well, cistern)		ENCLOSED 1 OUTDOORS 2		
	J. ADDITIONAL INFO		M. RESIDENTIAL BLDG. ONLY				
	RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO		No. of Bedrooms 3 No. of Bathrooms 2 Full 2 Partial X				
VI OWNER CONT.	1. OWNER		MAILING ADDRESS		PHONE		
	LUPID INVESTMENTS		715 S. HWY 75 SHERMAN, TX 75090		903-868-4201		
	2. CONT.						
VII ARCHITECT	3. Architect						
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman SIGNATURE OF APPLICANT <u>G. L. R.</u> ADDRESS <u>715 S. HWY 75 SHERMAN</u> DATE <u>4-20-07</u>							

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED _____ 20 _____ DENIED _____ 20 _____

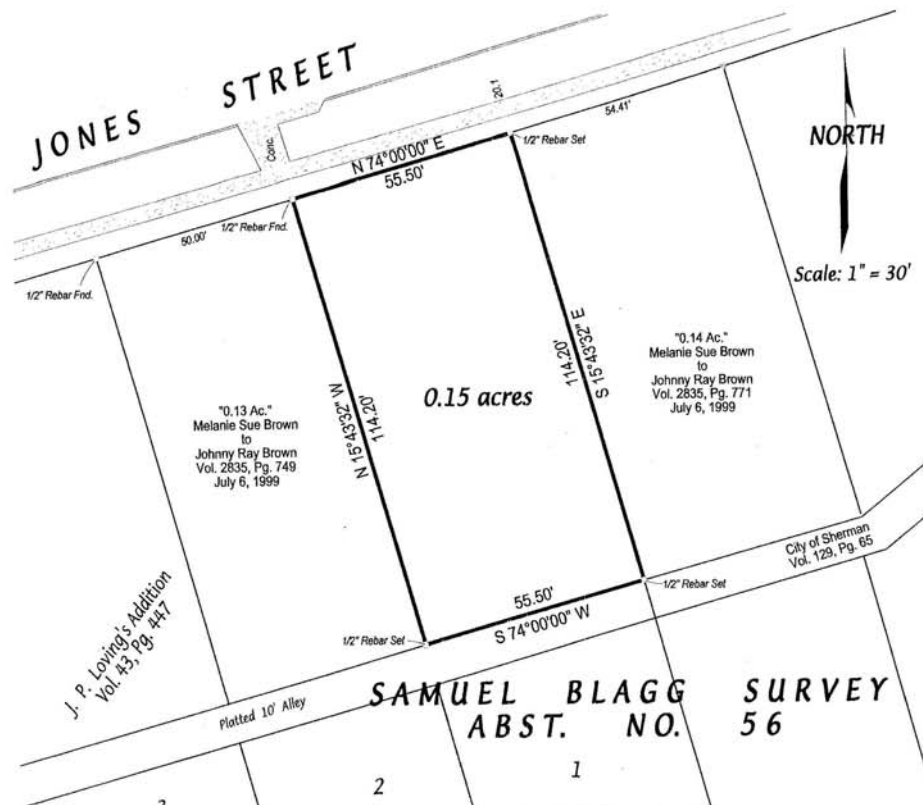
127-015-88

White - File

Canary - Owners Application

Pink - Tax Office

BUILDING OFFICIAL SIGNATURE
Gold - File



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

SURVEY FOR: CUPID INVESTMENTS, INC.

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 12 th day of April, 2007 of the following described property:

(LEGAL DESCRIPTION ATTACHED)

That the improvements located on said property are known as 314 W. JONES STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

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







SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. C.9

RESOLUTION NO. 5026

**Authorizing the Execution of an Agreement with Cupid Investments, Inc.
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 610 East Scott Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 610 East Scott 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

Cupid Investments, Inc., Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$220.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5026
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Robby Hefton,
Director of Finance & Administration

Approved by:
George Olson,
Acting City Manager

RESOLUTION NO. 5026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CUPID INVESTMENTS, INC. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 610 EAST SCOTT 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 Acting City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Cupid Investments, Inc., and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Cupid Investments, Inc. 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 610 East Scott Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2007, and continuing for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback

taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2007, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2007	100%
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	80%
2014	60%
2015	40%
2016	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, as indicated above in paragraph 1.01.

IV.

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

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

Being Lot 4, Block 9 of the Jones and Summit Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 610 East Scott 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.

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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	Cupid Investments, Inc.
PO Box 1106	715 Hwy 75 South
Sherman, Texas 75091-1106	Sherman, Texas 75090
(903) 892-7200	(903) 868 - 4201

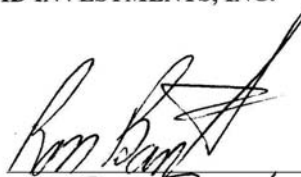
Copy to: Grayson Appraisal District
205 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2007.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
CUPID INVESTMENTS, INC.

BY: _____
GEORGE OLSON
ACTING CITY MANAGER

BY: 
NAME: Ron Baaton
TITLE: IRS

(CORPORATE SEAL)

ATTEST:

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

BY: 
NAME: Ron Baaton
TITLE: IRS

APPROVED AS TO FORM
AND CONTENT:

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Cupid Investments

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: 610 E. SCOTT

Summary Legal Description: Lot: 4 Block: 9 Addition: JONES SUMMIT ADD.

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

Improvements:

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

Estimated Value of Improvements: 55,000.00

Estimated Date of Start of Construction: 5-2-07

Estimated Date of Completion of Project: 7-2-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): G. L. P. Date: 5-2-07

SHERMAN



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

BUILDING PERMIT APPLICATION

 PERMIT NUMBER 271
 OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING	STREET NUMBER AND NAME <u>610 E. SCOTT</u>		SUBDIVISION OR SURVEY <u>JONES Summit ADD.</u>		LOT <u>4</u>	BLOCK <u>9</u>	CENSUS TRACT
	FLOOD ZONE _____		E. ZONING _____		TIME TO COMPLETE <u>180</u> DAYS		
	BASE FLOOD ELE. _____		FIRE ZONE _____				
	1ST FLOOR ELE. _____		PLANS _____				
II TYPE AND COST OF BUILDING	A. TYPE OF IMPROVEMENT		DESCRIPTION OF REPAIRS:				
	1 ☒ NEW BUILDING		<u>NEW HOME CONSTRUCTION</u>				
	2 ☐ ALTERATION		<u>BESTE ELECTRIC - 903-564-6853</u>				
	3 ☐ REPAIR, Replacement		<u>MARREY & SONS - 903-893-3060</u>				
	4 ☐ MOVING (relocation)		<u>RED RIVER PLUMBING - 903-821-5715</u>				
5 ☐ FOUNDATION ONLY							
B. OWNERSHIP							
1 ☒ PRIVATE (Individual, corporation, non profit institution, etc.)							
2 ☐ PUBLIC (Federal, state, or local government)							
C. COST \$ <u>55,000.00</u>							
D. FEE <u>\$25.00</u>							
Sq. Ft. { Main Bldg. <u>1096</u>		<u>#25 Stormwater</u>					
Accs. Bldg. _____							
III BUILDING SPECS.	F. PRINCIPAL TYPE OF FRAME		H. TYPE OF SEWAGE DISPOSAL		K. DIMENSIONS		
	☒ MASONRY (wall bearing)		☒ PUBLIC OR PRIVATE CO.		Number of Stories <u>1</u>		
	☐ WOOD FRAME		☐ INDIVIDUAL (Septic tank, etc.)		TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS <u>1096</u>		
	☐ STRUCTURAL STEEL				TOTAL LAND AREA SQ. FT. <u>7250</u>		
☐ REINFORCED CONCRETE		I. TYPE OF WATER SUPPLY		L. No. OFF-STREET PARKING SPACES			
☐ OTHER - SPECIFY _____		☒ PUBLIC OR PRIVATE CO.		ENCLOSED <u>0</u>			
		☐ INDIVIDUAL (well, cistern)		OUTDOORS <u>3</u>			
G. Principal Type of Heating Fuel		J. ADDITIONAL INFO		M. RESIDENTIAL BLDG. ONLY			
☒ GAS ☐ OIL		RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO		No. of Bedrooms <u>3</u> Full <u>2</u>			
☒ ELECTRICITY ☐ COAL		WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO		No. of Bathrooms <u>3</u> Partial <u>1</u>			
☐ OTHER _____							
All Others Skip to IV							
IV IDENTI- FICATION	1. OWNER		MAILING ADDRESS		PHONE		
	<u>Cupid Investments</u>		<u>715 S. Hwy 75 SHERMAN, TX 75090</u>		<u>903-868-4201</u>		
	2. CONT.						
	3. Architect						
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman							
SIGNATURE OF APPLICANT		ADDRESS		DATE			
<u>[Signature]</u>		<u>715 S. Hwy 75 SHERMAN, TX</u>		<u>5-2-07</u>			

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED _____ 20 _____ DENIED _____ 20 _____

BUILDING OFFICIAL SIGNATURE

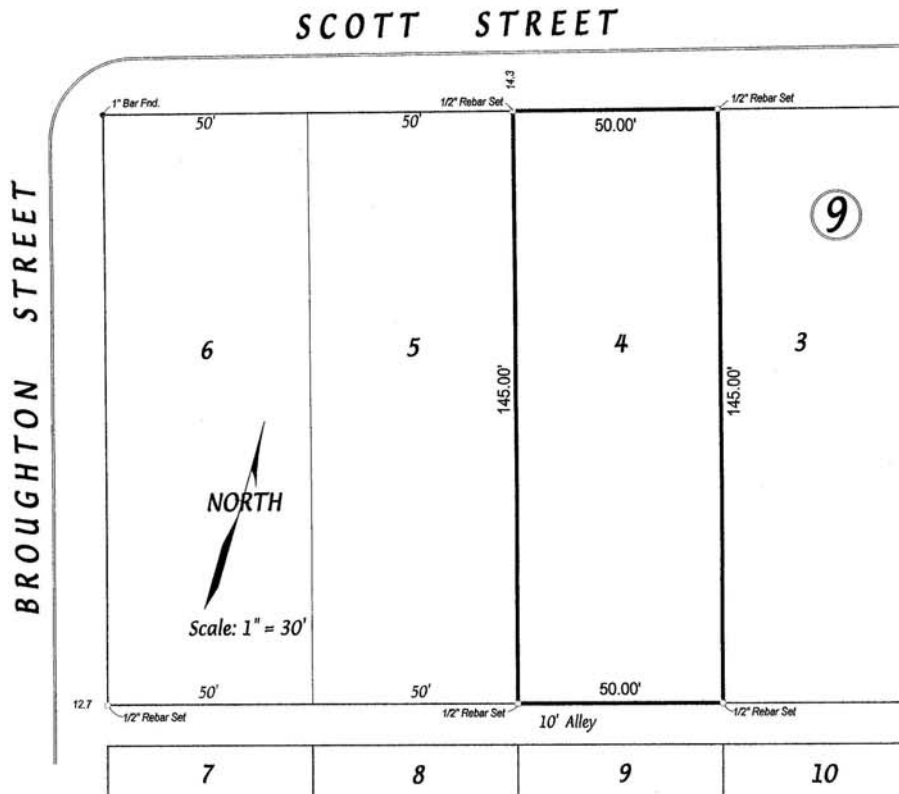
127-015-88

White - File

Canary - Owners Application

Pink - Tax Office

Gold - File



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

SURVEY FOR: CUPID INVESTMENTS, INC.

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 27 th day of March, 2007 of the following described property:

Lot FOUR (4) in Block NINE (9) of JONES SUMMIT ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 303, Page 86, and Volume 304, Page 3, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as 610 E. SCOTT STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

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





City of Sherman, Texas

600 BLOCK EAST SCOTT

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. C.10

*** RESOLUTION NO. 5027**

Authorizing the Execution of an Agreement with Tammy Glass for the Abatement of Ad Valorem Property Taxes for the Second Story Addition to an Existing Single-Family Residence at 1502 North Hoard Avenue

Issue

This item is to consider property tax abatement for the construction of a second story to the existing single-family residence at 1502 North Hoard 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 second story to the existing single-family residence at this location. This lot is in the designated zone for residential tax abatements.

Origination

Tammy Glass, 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 \$68.00 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. 5027

Residential Tax Abatement Agreement

Application

Building Permit Application

Survey

Location Map

Prepared by:

Robby Hefton,

Director of Finance & Administration

Approved by:

George Olson,

Acting City Manager

RESOLUTION NO. 5027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH TAMMY GLASS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE SECOND STORY ADDITION TO AN EXISTING SINGLE-FAMILY RESIDENCE AT 1502 NORTH HOARD 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 Acting City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Tammy Glass, and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Tammy Glass for the abatement of ad valorem property taxes for a period of ten (10) years, for the second story addition to an existing single-family residence at 1502 North Hoard 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 _____, 2007.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2007, and continuing for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback

taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2007, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2007	100%
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	80%
2014	60%
2015	40%
2016	20%

II.

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

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

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

III.

3.01 The term of this Agreement shall be for tax years 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, as indicated above in paragraph 1.01.

IV.

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

Construction of a second story to an existing single-family residence at the following location:

Being Lot 12, Block 31 of the College Park 2nd Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 1502 N. Hoard 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	Tammy Glass
PO Box 1106	1502 N. Hoard Ave.
Sherman, Texas 75091-1106	Sherman, Texas 75090
(903) 892-7200	(903) 893 - 7548

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2007.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
TAMMY GLASS

BY: _____
GEORGE OLSON
ACTING CITY MANAGER

BY: Tammy Glass
NAME: Tammy Glass
TITLE: Owner

ATTEST:

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

BY: Jacklyn Young
NAME: Jacklyn Young
TITLE: Executive Secretary

APPROVED AS TO FORM
AND CONTENT:

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Tammy Glass

Mailing Address: 1502 N. Hoard Ave. Sherman TX 75090

Telephone Number: (903) 893-7548

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 1502 N. Hoard Ave. Sherman TX 75090

Summary Legal Description: Lot: 12 Block: 31 Addition: College Park 2nd 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: X

Estimated Value of Improvements: \$17,000.00

Estimated Date of Start of Construction: _____

Estimated Date of Completion of Project: _____

Description of Project: Add second story to existing structure.

Applicant(s): Tammy Glass Date: 4-25-07

SHERMAN



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

BUILDING PERMIT APPLICATION

PERMIT NUMBER

OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING	STREET NUMBER AND NAME <u>1502 N. Heard</u>		SUBDIVISION OR SURVEY		LOT	BLOCK	CENSUS TRACT
	FLOOD ZONE		E. ZONING		TIME TO COMPLETE <u>180</u> DAYS		
	BASE FLOOD ELE.		FIRE ZONE				
	1ST FLOOR ELE.		PLANS				
II TYPE AND COST OF BUILDING	A. TYPE OF IMPROVEMENT		DESCRIPTION OF REPAIRS:				
	1 ☐ NEW BUILDING		<u>Add second story to residence</u> <u>(2 bedrooms, bath + family room)</u> <u>Use Homeowner</u> <u>Permit</u>				
	2 ☐ ALTERATION						
	3 ☐ REPAIR, Replacement						
	4 ☐ MOVING (relocation)						
	5 ☐ FOUNDATION ONLY						
B. OWNERSHIP							
1 ☐ PRIVATE (Individual, corporation, non profit institution, etc.)							
2 ☐ PUBLIC (Federal, state, or local government)							
C. COST \$ <u>17100.00</u>							
D. FEE <u>NC</u>							
Sq. Ft. { Main Bldg. <u>675</u>							
Accs. Bldg.							
III BUILDING SPECS. New Bldg. and Additions - Fill Out Parts F - M. Wrecking - Fill Out Part K Only All Others Skip to IV	F. PRINCIPAL TYPE OF FRAME		H. TYPE OF SEWAGE DISPOSAL		K. DIMENSIONS		
	☐ MASONRY (wall bearing)		☒ PUBLIC OR PRIVATE CO.		Number of Stories		
	☒ WOOD FRAME		☐ INDIVIDUAL (Septic tank, etc.)		TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS		
	☐ STRUCTURAL STEEL				TOTAL LAND AREA SQ. FT.		
	☐ REINFORCED CONCRETE		I. TYPE OF WATER SUPPLY		L. No. OFF-STREET PARKING SPACES		
	☐ OTHER - SPECIFY		☒ PUBLIC OR PRIVATE CO.		ENCLOSED <u>1</u>		
			☐ INDIVIDUAL (well, cistern)		OUTDOORS <u>2</u>		
	G. Principal Type of Heating Fuel		J. ADDITIONAL INFO		M. RESIDENTIAL BLDG. ONLY		
	☒ GAS ☐ OIL		RESIDENTIAL TAX ABATEMENT ☐ YES ☐ NO		No. of Bedrooms <u>2</u> Full <u>1</u>		
	☐ ELECTRICITY ☐ COAL		WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO		No. of Bathrooms Partial		
☐ OTHER							
IV IDENTI- FICATION	1. OWNER	NAME <u>Michael Thompson</u>		MAILING ADDRESS		PHONE <u>903 814 2866</u>	
	2. CONT.	<u>Jimmy Glass</u>					
	3. Architect						
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman							
<u>X</u> <u>Michael Thompson</u>				<u>1502 N. Heard</u>		<u>4/23/07</u>	
SIGNATURE OF APPLICANT				ADDRESS		DATE	

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED _____ 20 _____ DENIED _____ 20 _____

BUILDING OFFICIAL SIGNATURE

127-015-88

White - File

Canary - Owners Application

Pink - Tax Office

Gold - File

Grayson CAD - 2006

Prop ID:
157034

Owner:
GLASS TAMMY ANN

Legal:
COLLEGE PARK 2ND ADDN, LOT 12 BLK 31, ,

[Property](#) [Improvements](#) [Land](#) [Roll History](#) [Deed History](#) [Summary](#)

Name, Address and Property Information

Owner ID	157034	Property ID	157034 (Real)	Geo ID	S021 2056045
Name & Address	GLASS TAMMY ANN 1502 N HOARD AVE SHERMAN, TX 75090	Legal Description	COLLEGE PARK 2ND ADDN, LOT 12 BLK 31, ,		
% Ownership	100%	Situs	1502 N HOARD AVE SHERMAN, TX		
Exemptions	HS	Neighborhood	SHS021-RF2 (SHS021-RF2>=2000EFF-YR)		
Map ID	S021				

Property Value and Taxing Jurisdiction Information

Property Values		
(+)Improvement Homesite Value:	+	\$43,782
(+)Improvement Non-Homesite Value:	+	\$0
(+)Land Homesite Value:	+	\$2,000
(+)Land Non-Homesite Value:	+	\$0 Ag / Timber Use Value
(+)Agricultural Market Valuation:	+	\$0
(+)Timber Market Valuation:	+	\$0
(=)Market Value:	=	\$45,782
(-)Ag or Timber Use Value Reduction:	-	\$0
(=)Appraised Value:	=	\$45,782
(-) HS Cap:	-	\$13,238
(=)Assessed Value:	=	\$32,544

Owner	Percent Ownership	Total Value
GLASS TAMMY ANN	100%	\$32,544

Entity Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CSH City of Sherman	0.400000	\$32,544	\$32,544	\$130.18
GRA Grayson County	0.490900	\$32,544	\$23,388	\$114.81
JRC Jr College	0.147739	\$32,544	\$32,544	\$48.08
SSH Sherman School District	1.630000	\$32,544	\$17,544	\$285.97
Total Tax Rate: 2.668639				

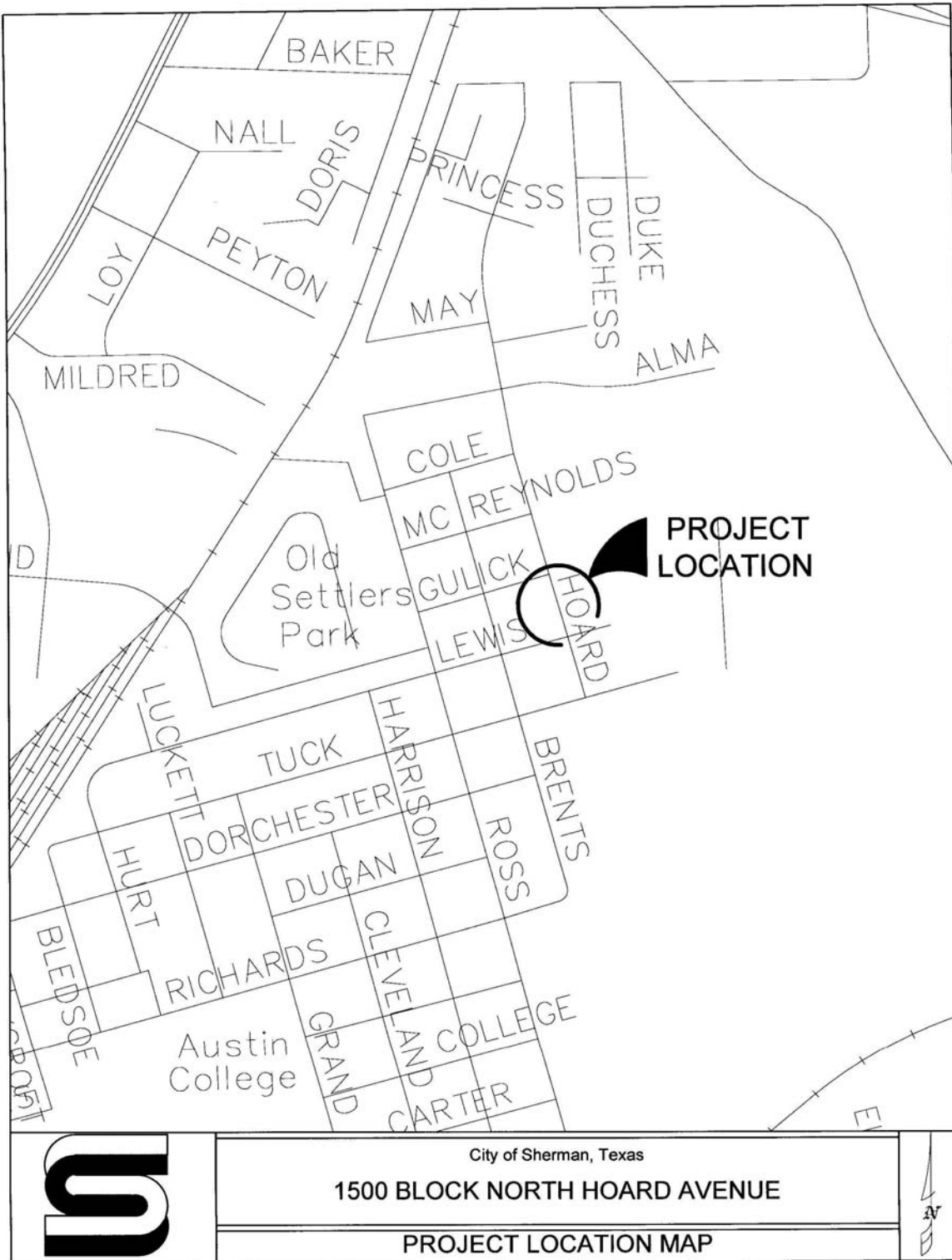
Estimated Tax With Current Exemptions:	\$579.04
Estimated Tax Without Current Exemptions:	\$868.48

[\[Property\]](#) [\[Improvements\]](#) [\[Land\]](#) [\[Roll History\]](#) [\[Deed History\]](#) [\[Summary\]](#) [\[Search\]](#) [\[Home\]](#)

This Data is for Grayson CAD Questions Please Call 903-893-9673.

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System Requirements: Microsoft Internet Explorer 5.0 Or Higher. Sketches Require Microsoft Java Virtual Machine Enabled.





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. D.1

*** REQUEST TO ADVERTISE**

Purchase of Self-Contained Breathing Apparatus (SCBA) Compressor

Issue

Approval of a request to advertise for the purchase of a high-pressure air compressor used to fill the Self-Contained Breathing Apparatus (SCBA) equipment that is worn in hazardous breathing environments

Background

The Fire Department currently has two high-pressure air compressors. One of the air compressors was purchased in 1990 and needs to be replaced. Once the air compressor is purchased and the equipment is in place, the old air compressor will be advertised on the website of Rene Bates Auctioneers, Inc., www.renebates.com.

Origination

Sherman Fire Department

Financial Consideration

Funding is available in the Fire Department budget for this purchase.

Staff Recommendation

It is requested that the Fire Department be allowed to advertise for the purchase of a high-pressure air compressor.

Alternatives

As directed by the City Council

Attachments

None

Prepared by:
J. J. Jones, Fire Chief

Approved by:
George Olson, Acting City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. D.2

*** PAYMENT APPROVAL**

Weisinger Water Wells, Inc.; Fairview #1 Trinity Well Repairs; \$65,400.40

Issue

Payment approval in the amount of \$65,400.40 to Weisinger Water Wells, Inc. for Fairview #1 Trinity Well Repairs

Background

On November 20, 2006, the City Council awarded a contract to Weisinger Water Wells, Inc. for repairs to the Fairview #1 Trinity Well, based upon a lump sum cost for pulling and inspecting the pump equipment plus unit price items and all extra work required for completing necessary repairs and putting the well back in service. Total contract costs would not exceed \$76,467.40 without a change order. After the pump was pulled, subsequent inspection disclosed the need to replace the pump and motor along with the associated cable and supporting hardware. Combining the lump sum cost of \$10,970.00 for pulling and inspecting the pump equipment with the replacement hardware/installation cost of \$54,430.40 yielded a project total of \$65,400.40, which was less than the not-to-exceed contract cost of \$76,467.40.

Origination

Department 710, Utilities Administration

Financial Consideration

Funds are available in the Water Production budget for maintenance and repairs.

Staff Recommendation

It is recommended the City Council approve payment to Weisinger Water Wells, Inc. in the amount of \$65,400.40 for inspection and repairs to the Fairview #1 Trinity Well.

Alternatives

As may be directed by the City Council

Attachments

Weisinger itemized pay estimate of April 4, 2007

Prepared by:
Wayne Kuse, Acting Director of Utilities

Approved by:
George Olson, Acting City Manager

Weisinger Water Well Inc
Pay Estimate

To: City of Sherman
243 La Cima Dr
Sherman, Texas 75060
Fairview #1 - Trinity Well

Application No. 1

Date: 4/4/2007

Item No	Description	Unit Price	Qty Bid	Qty Complete This Request	Amount This Request	Amount Previous Requests	Total Percent Complete	Total Amount in place	10% Retained on Total	Total amount Billed
1	Mobilization, pull motor and pump, weld lifting lugs	\$250.00	12	12	\$3,000.00	\$0.00	100%	\$3,000.00	\$0.00	\$3,000.00
2	Transportation of pump, motor and cable to and from shop	\$770.00	1	1	\$770.00	\$0.00	100%	\$770.00	\$0.00	\$770.00
3	Shop labor	\$65.00	4	4	\$260.00	\$0.00	100%	\$260.00	\$0.00	\$260.00
4	Reset pump and motor, disinfect well, return well to service	\$225.00	20	20	\$4,500.00	\$0.00	100%	\$4,500.00	\$0.00	\$4,500.00
5	Test pump 12 hours and perform bacteriological test	\$122.00	20	20	\$2,440.00	\$0.00	100%	\$2,440.00	\$0.00	\$2,440.00
10	4" pipe with tapered threads, 21 ft sch 40	\$273.00	1	2	\$546.00	\$0.00	100%	\$546.00	\$0.00	\$546.00
12	1/4" stainless steel airline	\$2.38	1	1530	\$3,641.40	\$0.00	100%	\$3,641.40	\$0.00	\$3,641.40
13	4" check valve	\$253.00	1	1	\$253.00	\$0.00	100%	\$253.00	\$0.00	\$253.00
14	Centrifugal pump and motor complete with cable	\$49,990.00	1	1	\$49,990.00	\$0.00	100%	\$49,990.00	\$0.00	\$49,990.00
								\$65,400.40	\$0.00	\$65,400.40



Amount due this estimate \$65,400.40
Retained amount \$0.00
Subtotal to date \$65,400.40
Less previous requests \$0.00
Total this estimate \$65,400.40



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. D.3

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. D.4

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

Subject: Agenda Item No. D.5

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

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 the City Attorney Concerning Legal
Matters**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 5-21-2007

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: 5-21-2007

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: 5-21-2007

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2007 CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

01/01/07 - New Year's Day Holiday - Council Meeting Not Called for 01/02/07
01/15/07 - M.L.K., Jr. Birthday - Called Council Meeting on 01/16/07
01/30/07 - 12:00 Noon Called Meeting for City Charter Briefing
02/19/07 - 12:30 PM Called Meeting re: City Manager's Employment
02/19/07 - Washington's Birthday - Called Council Meeting on 02/20/07
02/28/07 - 12:00 Noon Called Meeting to Appoint Acting City Manager
03/28/07 - 12:00 Noon Called Meeting re: Acting/Permanent City Manager Issues
05/12/07 - City Council Election
05/22/07 - 12:00 Noon Called Meeting to Canvass Election Results

06/01/07 - Proposed Budget Planning Meeting in Council Chambers
07/10-11/07 - Proposed Budget Workshop in Council Chambers
09/03/07 - Labor Day - Called Council Meeting on 09/04/07