CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 7, 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 CAROLYN S. WACKER

A.4 APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 16, 2007

Public Hearing

B.1 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

B.2 PUBLIC HEARING
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

B.3 PUBLIC HEARING
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

B.4 FIRST READING, PUBLIC HEARING AND FIRST VOTE OF ORDINANCE NO. 5458
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 Term of Said Franchise; Providing for Written Acceptance of this Franchise

Close Public Hearing

B.5 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. 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

C.2 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

C.3 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

C.4 ** 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

C.5 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

C.6 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

C.7 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

C.8 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

C.9 ** 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

C.10 ** 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 at 615 South First Street

C.11 ** 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

Other Business

D.1 OTHER BUSINESS
Receive the Police Department's Presentation on Digital Patroller Video Cameras and In-Car Computers

D.2 ** OTHER BUSINESS*
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)

D.3 ** OTHER BUSINESS*
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)

D.4 ** OTHER BUSINESS*
Replat Approval 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)

D.5 CITIZEN REQUESTS

D.6 MEDIA QUESTIONS

Consider Board/Commission Appointments

D.7 APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

Confirmation of Acting City Manager Reappointment of a Member to the Civil Service Commission (1)

D.8 COUNCIL COMMENTS

Executive Session

E.1 EXECUTIVE SESSION

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

Section 551.071

a) Consultation with the City Attorney Concerning Legal Matters

b) Consultation with the City Attorney Concerning Pending Litigation:
   i) City of Sherman, Texas v. Creighton Lemoyne Escoe, et al.; Cause No. 03-0617
   ii) City of Sherman v. James Wayne; Cause No. 05-06-00420-CV

Section 551.074

a) Appoint/Remove or Consider Qualifications to Boards and Commissions:
   i) Sherman Higher Education Finance Corporation (1)

b) Personnel Matters:
   i) Discuss the Appointment of a Permanent City Manager
   ii) Discuss Job-Related Expenses for the Acting City Manager

Reconvene 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:** 05-07-2007

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:** 05-07-2007

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Carolyn S. Wacker, Council Member

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER CAROLYN S. WACKER

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. A.4

APPROVE MINUTES
THE REGULAR CITY COUNCIL MEETING OF APRIL 16, 2007

STATE OF TEXAS §

April 16, 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 April 16, 2007.

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

MEMBERS ABSENT: DEPUTY MAYOR TERRENCE STEELE.

CALL TO ORDER

CALL TO ORDER

Mayor Bill Magers called the meeting to order at 5:02 p.m. The Pledge of Allegiance and Invocation were given by Council Member Curt Hughes.

APPROVE MINUTES

APPROVE MINUTES

The Council reviewed the Minutes of the Called Meeting of March 28, 2007 and the Regular Meeting of April 2, 2007. Council Member Hughes moved to approve the Minutes as presented; Second by Council Member Markl. All present voted AYE.
MOTION CARRIED.

PROCLAMATION

"NATIONAL LIBRARY WEEK" – APRIL 15-21, 2007

NATIONAL LIBRARY WEEK (APRIL 15-21, 2007)

Mayor Magers presented a proclamation to Jacqueline Banfield, Library Director, proclaiming April 15 through 21, 2007 as "National Library Week." Ms. Banfield thanked the City Council for their support of the Library.

"EQUAL PAY DAY" – APRIL 24, 2007

EQUAL PAY DAY (APRIL 24, 2007)

Mayor Magers presented a proclamation to Donna Lorance, BPW President, and Lana Bernardin, BPW Public Relations Chairman, proclaiming April 24, 2007 as "Equal Pay Day." Ms. Bernardin thanked the City Council for their continued support of working women in Sherman.

"SHERMAN TOASTMASTER DAY" – APRIL 27, 2007

SHERMAN TOASTMASTER DAY (APRIL 27, 2007)

Mayor Magers presented a proclamation to Frances Pelley, Member of Toastmasters, proclaiming April 27, 2007 as "Sherman Toastmaster Day." Mrs. Pelley thanked the City Council for the proclamation adding that it was an honor to have a Sherman native representing District 50 of the Toastmasters and to host the Toastmaster's International President this year.

PUBLIC HEARING

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

PUBLIC HEARING ANNEXATION LESLIE LANE

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 FIRST 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

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.

CONDUCT THE FIRST PUBLIC HEARING CONCERNING THE ANNEXATION OF APPROXIMATELY 82.043 ACRES OF LAND AT THE INTERSECTION OF U.S. HIGHWAYS 82 AND 289 IN THE CITIY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION

ANNEXATION
HWY 82 & 289

Mayor Magers asked for comments from the public concerning the annexation of approximately 82.043 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.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5456 and called for a public hearing:

ORD 5456
ABANDON LAND
NEAR KNOLLWOOD

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION LYING ADJACENT TO THE TOWN OF KNOLLWOOD AND GRANTED TO THE CITY OF SHERMAN THROUGH AN AGREED JUDGEMENT SYTLED CITY OF SHERMAN VS. TOWN OF KNOLLWOOD, 15TH JUDICIAL DISTRICT COURT, CAUSE NO. 106-556. PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5456.

Mayor Magers introduced Ordinance 5457 and called for a public hearing:

ORD 5457
ELECTION
OFFICIALS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, MAKING AN EMERGENCY APPOINTMENT OF ELECTION OFFICIALS FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 12TH DAY OF MAY, 2007, FOR THE PURPOSE OF ELECTING A MAYOR, TWO AT-LARGE CITY COUNCIL MEMBERS, AND FOR CONSIDERING CHARTER AMENDMENTS FOR SAID CITY.

No citizens appeared before the City Council to discuss Ordinance 5457.

Public Hearings were held on the annexations, the Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC HEARING

ADOPTION OF ORDINANCES

Ordinance 5456

ORD 5456 ABANDON LAND NEAR KNOLLWOOD

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION LYING ADJACENT TO THE TOWN OF KNOLLWOOD AND GRANTED TO THE CITY OF SHERMAN THROUGH AN AGREED JUDGEMENT STYLED CITY OF SHERMAN VS. TOWN OF KNOLLWOOD, 15TH JUDICIAL DISTRICT COURT, CAUSE NO. 106-556. PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER.

Council Member Adami asked about the background for Ordinance 5456. George Olson, Acting City Manager, explained that there is a one acre portion of land in Sherman's extra territorial jurisdiction that Knollwood would like to develop for apartments.

Mayor Magers explained that Knollwood will be developing apartments and a portion of the parking lot was located in Sherman's ETJ.

Council Member Wacker verified that the previous agreement with Knollwood for various services would not change. Mr. Olson added that there is a resolution on the agenda to address the cost of additional sewer services.

Ordinance 5457

ORD 5457 ELECTION OFFICIALS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, MAKING AN EMERGENCY APPOINTMENT OF ELECTION OFFICIALS FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 12TH DAY OF MAY, 2007, FOR THE PURPOSE OF ELECTING A MAYOR, TWO AT-LARGE CITY COUNCIL MEMBERS, AND FOR CONSIDERING CHARTER AMENDMENTS FOR SAID CITY.

ACTION TAKEN.

> **Motion by Council Member Markl to approve Ordinance Nos. 5456 and 5457, as presented. Second by Council Member Hughes.**

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

CONSENT AGENDA

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Wacker asked to remove Item C-4 entitled "Resolution No. 4996 – Approving Greater Texoma Utility Authority's

Contract with Howard Construction, Inc. for the U.S. Highway 82 West, Phase I, Water Main Replacement" and Council Member Smith asked to remove Item C-5 entitled "Resolution 4997 – Awarding a Bid to Sam Pack's Five Star Ford through the Texas Building and Procurement Commission (TBPC) Government Contract for the Purchase of Five 2007 Ford Crown Victoria Police Interceptor Vehicles" from the Consent Agenda for consideration in their regular order of business.

Council Member Markl moved to approve the Consent Agenda, with the exception of Items C-4 and C-5, which will be discussed in their regular order of business. Second by Council Member Wacker. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 4977 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TOWN OF KNOLLWOOD FOR PARTICIPATION IN THE UPGRADE OF THE EXISTING SEWER MAIN FROM CANYON GROVE ROAD NORTH TO KNOLLWOOD

RES 4977 KNOLLWOOD PARTICIPATION IN SEWER LINE UPGRADE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TOWN OF KNOLLWOOD FOR PARTICIPATION IN THE UPGRADE OF THE EXISTING SEWER MAIN FROM CANYON GROVE ROAD NORTH TO KNOLLWOOD.

Council Member Wacker clarified the agreement. Mr. Olson explained that when the City upgrades the sewer main, Knollwood's cash payment would be credit towards a future payment. Currently there is no timeline for upgrade of the sewer main.

ACTION TAKEN.

Motion by Council Member Markl to approve Resolution No. 4977, as presented. Second by Council Member Hughes.

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

RESOLUTION NO. 4994 – AUTHORIZING THE PURCHASE OF 1,272 RESIDENTIAL SOLID WASTE ROLL OFF CARTS FOR THE SOLID WASTE DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

RES 4994 SOLID WASTE CARTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF 1,272 RESIDENTIAL SOLID WASTE ROLL OFF CARTS FOR THE SOLID WASTE DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

<u>RESOLUTION NO. 4995 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GREENLEAF LANDSCAPE COMPANY OF SHERMAN FOR THE FAIRVIEW PARK SOCCER FIELD IRRIGATION / RENOVATION PROJECT</u>

RES 4995 FAIRVIEW PARK SOCCER FIELD IRRIGATION PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GREENLEAF LANDSCAPE COMPANY OF SHERMAN FOR THE FAIRVIEW PARK SOCCER FIELD IRRIGATION / RENOVATION PROJECT.

Mayor Magers asked about the estimated completion time for the project. Mr. Olson said the project would begin as soon as the Texoma Soccer Association completes their Spring season and the contract calls for about 75 days.

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 4995, as presented. Second by Council Member Wacker.

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

<u>RESOLUTION NO. 4996 – APPROVING GREATER TEXOMA UTILITY AUTHORITY'S CONTRACT WITH HOWARD CONSTRUCTION, INC. FOR THE U.S. HIGHWAY 82 WEST, PHASE 1, WATER MAIN REPLACEMENT</u>

RES 4996 U.S. HWY 82 WEST WATER MAIN REPLACEMENT PHASE 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING GREATER TEXOMA UTILITY AUTHORITY'S CONTRACT WITH HOWARD CONSTRUCTION, INC. FOR THE U.S. HIGHWAY 82 WEST, PHASE 1, WATER MAIN REPLACEMENT.

Council Member Wacker asked to remove Item C-4 from the Consent Agenda for discussion in its regular order of business.

Council Member Wacker clarified that the current project is the first phase and the only approved phase of the water line extension. Future phases will require additional discussion.

She verified that the bid recommended was the lowest of seven bids and was slightly under the projected estimate. Mayor Magers added that the Greater Texoma Utility Authority approved the contract earlier today.

ACTION TAKEN.

Motion by Council Member Adami to approve Resolution No. 4996, as presented. Second by Council Member Hughes.

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

RESOLUTION NO. 4997 – AWARDING A BID TO SAM PACK'S FIVE STAR FORD THROUGH THE TEXAS BUILDING AND PROCUREMENT COMMISSION (TBPC) GOVERNMENT CONTRACT FOR THE PURCHASE OF FIVE 2007 FORD CROWN VICTORIA POLICE INTERCEPTOR VEHICLES

RES 4997
PURCHASE POLICE VEHICLES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO SAM PACK'S FIVE STAR FORD THROUGH THE TEXAS BUILDING AND PROCUREMENT COMMISSION (TBPC) GOVERNMENT CONTRACT FOR THE PURCHASE OF FIVE 2007 FORD CROWN VICTORIA POLICE INTERCEPTOR VEHICLES.

Council Member Smith asked to remove Item C-5 from the Consent Agenda for discussion in its regular order of business.

Council Member Smith wanted to be sure that the notification for advertising bids was getting to local bidders. Mr. Olson said on vehicles and equipment that is produced locally, the City maintains a mailing list for local vendors. Advertisements are also published in the Herald Democrat. He added that one local vendor did submit a bid for police vehicles.

ACTION TAKEN.
> **Motion by Council Member Markl to approve Resolution No. 4997, as presented. Second by Council Member Adami.**

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

RESOLUTION NO. 4998 – AUTHORIZING AN AMENDMENT TO EXHIBIT "C" OF THE DEVELOPMENT AGREEMENT (THE FUTURE COST INSTALLATION AGREEMENT) WITH HOMES BY LAKELAND, LTD., FOR THE FUTURE IMPROVEMENT OF REX CRUISE DRIVE AT SLEEPY HOLLOW ADDITION

RES 4998
AMEND DEVELOPER'S AGREEMENT WITH HOMES BY LAKELAND

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING AN AMENDMENT TO EXHIBIT "C" OF THE DEVELOPMENT AGREEMENT (THE FUTURE COST INSTALLATION AGREEMENT) WITH HOMES BY LAKELAND, LTD.
CONSENT AGENDA.

RESOLUTION NO. 4999 – 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 700 EAST SYCAMORE STREET

RES 4999
RESIDENTIAL TAX ABATEMENT
(700 E. SYCAMORE)

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 700 EAST SYCAMORE STREET.

RESOLUTION NO. 5000 – 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 724 EAST SYCAMORE STREET

RES 5000 RESIDENTIAL TAX ABATEMENT (724 E. SYCAMORE)

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 724 EAST SYCAMORE STREET.

RESOLUTION NO. 5001 – 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 507 SOUTH HAZELWOOD STREET

RES 5001 RESIDENTIAL TAX ABATEMENT (507 S. HAZELWOOD)

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 507 SOUTH HAZELWOOD STREET.

RESOLUTION NO. 5002 – 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 509 SOUTH HAZELWOOD STREET

RES 5002 RESIDENTIAL TAX ABATEMENT (509 S. HAZELWOOD)

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 509 SOUTH HAZELWOOD STREET.

RESOLUTION NO. 5003 – 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 511 SOUTH HAZELWOOD STREET

RES 5003 RESIDENTIAL TAX ABATEMENT (511 S. HAZELWOOD)

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 511 SOUTH HAZELWOOD STREET.

RESOLUTION NO. 5004 – 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 422 SOUTH MONTGOMERY STREET

RES 5004 RESIDENTIAL TAX ABATEMENT (422 S. MONTGOMERY)

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 422 SOUTH MONTGOMERY STREET.

RES 5005
RESIDENTIAL TAX ABATEMENT
(426 S. MONTGOMERY)

<u>RESOLUTION NO. 5005 – 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 426 SOUTH MONTGOMERY STREET</u>
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 426 SOUTH MONTGOMERY STREET.

ACTION TAKEN.
Motion by Council Member Hughes to approve Resolution Nos. 4999, 5000, 5001, 5002, 5003, 5004, and 5005, as presented. Second by Council Member Smith.
VOTING AYE: Adami, Hughes, Smith, Wacker.
VOTING NAY: None.
ABSTAIN: Markl.
MOTION CARRIED.

REQ TO ADVERTISE
TRUCK REPLACEMENT

<u>REQUEST TO ADVERTISE</u>
<u>REPLACEMENT OF TWO 3/4-TON TRUCK CHASSIS WITH UTILITY BODIES FOR THE DISTRIBUTION SERVICES DEPARTMENT</u>
The City Council approved the request to advertise for bids to replace two ¾-ton truck chassis with utility bodies for the Distribution Services Department.
CONSENT AGENDA.

<u>OTHER BUSINESS</u>

ANIMAL SHELTER
ADOPT-A-THON

<u>RECEIVE CHIEF ANIMAL CONTROL OFFICER SCOTT PARKER'S REPORT ON THE SHERMAN ANIMAL SHELTER'S ADOPT-A-THON SCHEDULED FOR SATURDAY, MAY 5TH AND SUNDAY, MAY 6TH</u>
Scott Parker, Chief Animal Control Officer, brought a puppy and kitten to advertise the Sherman Animal Shelter's Annual Adopt-A-Thon, scheduled for May 5 and 6, 2007, from 9 a.m. until 5 p.m. This is the City of Sherman's eleventh year to participate in the national event.

He invited Council Members and citizens to visit the Animal Shelter during the Adopt-A-Thon and to adopt a pet to take home. Almost 50 animals were adopted during last year's event.

ALTERNATIVE FUELS

<u>RECEIVE PRESENTATION ON THE POSSIBLE USE OF ALTERNATIVE FUELS / BIODIESEL FOR THE CITY OF SHERMAN'S FLEET OPERATIONS</u>
Mayor Magers previously asked the City Manager to research the use of alternative fuels for the City's fleet operations. Grayson County currently has attainment status for their air quality.

He felt to maintain this air quality environment, the City should pursue business friendly policies that make environmental sense. Many cities use alternative fuels and he felt Sherman could be proactive in looking at the use of biodiesel. He also urged the Sherman Independent School District and Grayson County to consider the use of alternate fuels.

Mr. Olson said the staff recently met with representatives from Douglass Distributing about the use of biodiesel. Previously the City used propane for some of the City fleet, but that is no longer used.

Currently the City has a contract for the use of gasoline, but that contract expires in September. The staff plans to include the use of biodiesel in the specifications for biding the new contract. He added that some cost savings would be anticipated with the use of biodiesel.

Council Members expressed their support for the use of alternative fuels. Mayor Magers urged that Sherman take the lead in the use of alternative fuels, but encouraged other cities and local entities to participate too.

QUARTERLY INVESTMENT REPORT

APPROVE QUARTERLY INVESTMENT REPORT FOR PERIOD ENDING MARCH 31, 2007

The City Council approved the Quarterly Investment Report for the period ending March 31, 2007. The report reflects a portfolio position with a book value of nearly $33.9 million. The portfolio remains adequately liquid and its yield of 4.95% for the quarter is more than the benchmark yield of 4.86%. The market value of the overall portfolio was 100% of the book value.

As of March 31, 2007, the City was in compliance with all applicable State laws and the provisions of the City's internal Investment Policy.
CONSENT AGENDA.

KEEP SHERMAN BEAUTIFUL REVIEW

CONSIDER THE APPOINTMENT OF AN ADVISORY COMMITTEE TO REVIEW THE KEEP SHERMAN BEAUTIFUL COMMISSION BY-LAWS

ACTION TAKEN.

> **Motion by Council Member Adami to appoint Council Member Cary Wacker to serve as chairman of an Advisory Committee to Review the Keep Sherman Beautiful Commission By-Laws, with Council Member John Markl; Council Member Joe Smith; George Olson, Acting City Manager; Ben Uselton, Parks and Recreation Administrator; Theresa Caudle, Neighborhood Services Coordinator; and Jessica Perkins, Project Coordinator, also serving on the Committee. Second by Council Member Hughes.**

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

DISCUSSION OF THE NAACP'S USE OF THE CITY'S KERR-EAST BUILDING — **NAACP USE OF KERR-EAST BLDG.**

ACTION TAKEN.

> **Motion by Council Member Wacker to remove from table the discussion of the NAACP's use of the City's Kerr-East Building. Second by Council Member Markl**

VOTING AYE: Adami, Hughes, Markl, Smith, Wacker.
VOTING NAY: None.
MOTION CARRIED TO REMOVE FROM TABLE.

Mayor Magers explained that the City Council needed to discuss the issue in Executive Session first. The Council will consider the issue after Executive Session.

CITIZENS REQUESTS — **CITIZENS REQUESTS**

There were no citizens requests.

MEDIA QUESTIONS

ANNEXATION OF PROPERTY AT HIGHWAY 82 AND HIGHWAY 289 — **ANNEXATION OF PROPERTY AT HWYS 82 & 289**

Kathy Williams, Herald Democrat Reporter, asked if any studies had been done to determine if there would be additional costs for infrastructure if the property at Highway 82 and Highway 289 was annexed. She felt it would probably be a fast developing area.

Mr. Olson said the staff is preparing a cost benefit analysis on the annexation, but the City would not spend money to move the infrastructure to the development, the development would come to the City to get the infrastructure.

Scott Shadden, Director of Developmental Services, reiterated that the staff is preparing a cost benefit analysis that will be taken into consideration when the Council considers the annexation.

COUNCIL COMMENTS

INTRODUCTION OF CITY STAFF AT DAIS — **INTRODUCTION OF CITY STAFF**

Mayor Magers introduced City staff members that are now sitting at the dais during City Council Meetings. Robby Hefton, Director of Administration; Jeff Miller, Director of Public Works and Engineering; and Scott Shadden, Director of Developmental Services; are now sitting at the Council dais.

BATTLE OF THE BADGES BLOOD DRIVE — **BATTLE OF THE BADGES BLOOD DRIVE**

Council Member Hughes thanked everyone involved with the Battle of the Badges Blood Drive. He verified that the Fire Department won the event this year.

SISTER CITY PROGRAM — **SISTER CITY PROGRAM**

Council Member Wacker said Austin College has expressed interest in "ramping up" the Sister City Program. She felt the Council probably needed to discuss the issue in the future.

GIVE LOCAL BUSINESSES A CHANCE TO BID

BIDDING BY LOCAL BUSINESSES

Mayor Magers wanted to be sure the City was giving local businesses a chance to bid on projects. He added that the businesses need to be competitive and follow the rules.

THANKS TO MAYOR'S SON

THANKS TO ZACHARY MAGERS

Mayor Magers introduced his son Zachary who attended the Council Meeting, and thanked him for his good behavior.

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

EXECUTIVE SESSION

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

SECTION 551.071 --	**CONSULTATION WITH 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**
SECTION 551.074 --	**PERSONNEL MATTERS: DISCUSS THE APPOINTMENT OF A PERMANENT CITY MANAGER**

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

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

OPEN MEETING

OPEN MEETING

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

DISCUSSION OF THE NAACP'S USE OF THE CITY'S KERR-EAST BUILDING

NAACP USE OF KERR-EAST BLDG.

ACTION TAKEN.

Motion by Council Member Smith to ask the City Attorney to begin lease negotiations with the NAACP for use of the Kerr-East Building, and to place the item on the Executive Session Agenda for the May 7, 2007 Council Meeting for the Council to review the draft. Second by Council Member Wacker.

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

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:11 p.m.

ADJOURNMENT

____
MAYOR

____
CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. B.1

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

Issue

To conduct the second public hearing concerning the petition for voluntary annexation of the 102.12 acres on Leslie Lane in the City of Sherman's Extra Territorial Jurisdiction

Background

On September 14, 2006, Mr. E. C. Green, representing Leslie Lane LLC, requested annexation into the city limits for their property located on Leslie Lane. The City Council, at the March 5, 2007 meeting, approved the schedule for annexation for this property. The first public hearing was held on April 16, 2007.

Origination

Leslie Lane LLC

Financial Consideration

City accepts maintenance

Staff Recommendation

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

Attachments

Annexation Schedule
Letter requesting annexation
Location Maps
Field Notes
Facility Plan

Prepared by:
Doreen E. McGookey, City Attorney

Approved by:
George Olson, City Manager

LESLIE LANE

ANNEXATION SCHEDULING PLAN

Thursday, March 15, 2007………	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Developmental Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, April 5, 2007……	Post notice on City's website, newspaper and City Hall for City Council's 1st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Thursday, April 12, 2007 ……	Post notice of 1st public hearing under the Open Meetings Act.
Monday, April 16, 2007………	City Council's 1st Public Hearing on intent to annex and service plan.*
Friday, April 20, 2007……..…	Post notice on City's website, newspaper and City Hall for City Council's 2nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Thursday, May 3, 2007………	Post notice of 2nd public hearing under the Open Meetings Act.
Monday, May 7, 2007……	City Council's 2nd Public Hearing on intent to annex and service plan.*
Thursday, May 31, 2007 ……	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, June 4, 2007………	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.

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

E.C. GREEN
Attorney at Law

230 West Main
Denison, Texas 75020
Phone: 903-463-3882 or 903-465-8580
Fax: 903-465-8637
email: ecgreenatty@aol.com

September 14, 2006

VIA HAND DELIVERY

L. Scott Wall
City Manager
City of Sherman
220 W. Mulberry
Sherman, Texas 75091-1106

Dear Mr. Wall:

I represent Leslie Lane LLC in connection with the proposed development of property which is legally described in the enclosed Warranty Deed Exhibit "A." I am also enclosing Tax Certificates for your use in identification of the subject property.

Please consider this as a formal request for annexation of the property within the municipal limits of the City of Sherman. Please advise me of any further action which I must take on behalf of my client.

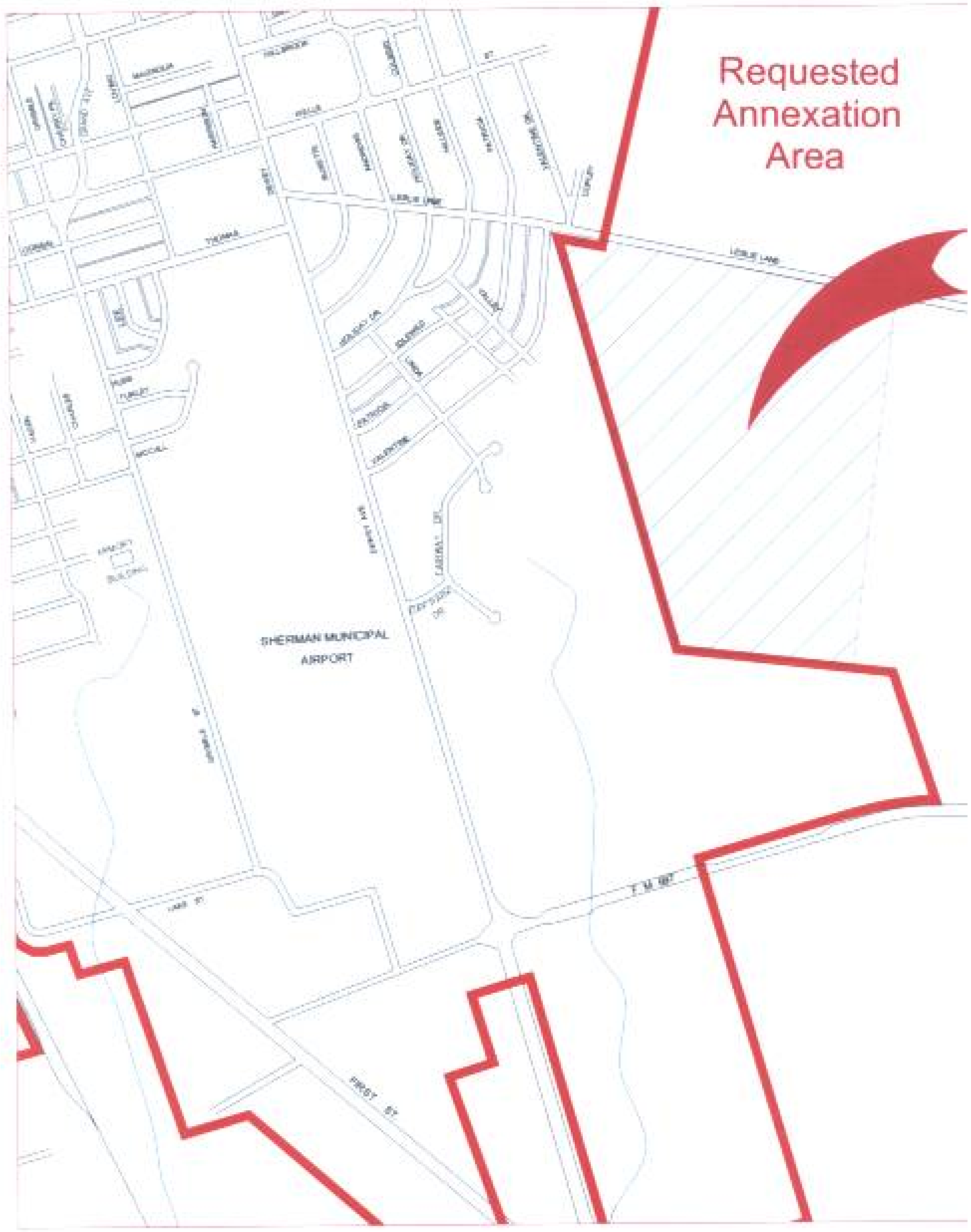
Thank you for your assistance in this matter. Please feel free to contact me if you have any questions or comments.

Sincerely,

E. C. Green

EG:cs

Enclosures



City of Sherman, Texas
Annexation Request
102.12 Acres on Leslie Lane

Department of Developmental Services


LESLIE
LANE
102.12 ACRES
CITY LIMITS
DEWEY


LESLIE LANE
S 77°38'31" E
2417.27'
102.12
ACRES
N 16°33'12" W
2971.52'
S 12°23'29" W
2643.87'
N 76°29'28" W
965.37'

UNDERWOOD

DRAFTING & SURVEYING, INC.

FIELD NOTES FOR ANNEXTION FOR
102.12 ACRES ON
LESLIE LANE

Situated in the County of Grayson, State of Texas, being a part of the George B. Pilant Survey, Abstract No. 963, and the William H. Pulliam Survey, Abstract No. 958, and being a part of the 104.068 acre tract of land conveyed to Dominick Schifeno by deed of record in Volume 4105, Page 864, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set in the south line of a public road locally known as Leslie Lane and in the east line of a public alley, an existing City Limits Line by Ordinance No. 2514 dated July 11, 1966, said alley as shown on plat of Casa Linda Fifth Addition, Unit No. 2, of record in Volume 3, Page 41, of the Plat Records, Grayson County, Texas, said set rod being South 17°05'17" East 40.21 feet from the northwest corner of both the said 104.068 acre tract and the northeast corner of said addition;

Thence South 77°36'31" East with the south line of said road, a distance of 2,417.27 feet to the northeast corner of the herein described tract, being South 12°23'29" West 35.00 feet from a 1/2" steel rod set marking the northeast corner of the said 104.068 acre tract and the northwest corner of the 67.871 acre tract of land conveyed by Robert H. Tollison to Danny Joe Tollison by deed dated December 18, 2001, recorded in Volume 3209, Page 268, said Official Public Records;

Thence South 12°23'29" West a distance of 2,643.87 feet to a 1/2" steel rod set for the southeast corner of the herein described tract in the north line of the 57.312 acre tract of land conveyed by Cap Care Of Arkansas, Inc. to Michael Lee Oakley by deed dated October 1, 1994, recorded in Volume 2361, Page 922, Real Property Records, Grayson County, Texas and an existing City Limits as established by City of Sherman Ordinance No.3941 passed and adopted on May 27, 1986;

Thence North 76°29'28" West, entering and continuing with a fence for a total distance of 965.37 feet to a 1/2" steel rod found maintaining the southwest corner of both said 104.068 acre tract and the northwest corner of the said 57.312 acre tract, and an angle point in the East line of the same tract of land described as the remainder of 176.141 acres as conveyed by Nick Douthat to Sherman Investment Company by deed dated January 26, 1996, recorded in Volume 2440, Page 745, said Real Property Records;

Thence North 16°33'12" West a distance of 2,971.52 feet to a 1/2" steel rod found maintaining the Northeast corner of the said 176.141 acre tract;

Thence North 17°05'17" West a distance of 28.38 feet to the **Point-of-Beginning** and containing **102.12 acres** of land.

City of Sherman
Municipal Service Plan
Annexation of 102.12 Acres
on Leslie Lane

INTRODUCTION:

The annexation is the site of approximately 102.12 acres of proposed residential development along the south side of Leslie Lane, east of Copley Street and adjacent to the City of Sherman existing city limits.

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

MUNICIPAL SERVICES TO BE PROVIDED:

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

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation. Additional water mains and fire hydrants will be required to serve the area based upon existing City policies as applicable to all city residents.

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

STREETS AND BRIDGES: No existing public streets exist in the area to be annexed. Leslie Lane will be a Grayson County maintained roadway. Any future streets will be developed by the standard provisions of the Developers Ordinance with future maintenance by the City of Sherman. Street lighting will be established according to city guidelines.

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

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

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

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

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as SF1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Extensions of existing city mains for future development will be made by standard City of Sherman utility extension methods. Additional fire hydrants will be required. All connections to new or existing water mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.

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

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. B.2

PUBLIC HEARING
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

Issue
To conduct the second public hearing concerning the petition for voluntary annexation of the 83.043 acres on at the intersection of U.S. Highways 82 and 289 in the City of Sherman's Extra Territorial Jurisdiction

Background
On February 16, 2007, Jim Stabler, representing United Commercial Development, requested annexation into the city limits for their property located on U.S. Highway 82 and Future Highway 289. The City Council, at the March 5, 2007 meeting, approved the schedule for annexation for this property. The first public hearing was held on April 16, 2007.

Origination
United Commercial Development

Financial Consideration
City accepts maintenance

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

Attachments
Annexation Schedule
Letter requesting annexation
Location Maps
Field Notes
Facility Plan

Prepared by:
Doreen E. McGookey, City Attorney

Approved by:
George Olson, Acting City Manager

U.S. HIGHWAY 82 & HIGHWAY 289

ANNEXATION SCHEDULING PLAN

Thursday, March 15, 2007………	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Developmental Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, April 5, 2007……	Post notice on City's website, newspaper and City Hall for City Council's 1st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Thursday, April 12, 2007 ……	Post notice of 1st public hearing under the Open Meetings Act.
Monday, April 16, 2007………	City Council's 1st Public Hearing on intent to annex and service plan.*
Friday, April 20, 2007……..…	Post notice on City's website, newspaper and City Hall for City Council's 2nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Thursday, May 3, 2007………	Post notice of 2nd public hearing under the Open Meetings Act.
Monday, May 7, 2007……	City Council's 2nd Public Hearing on intent to annex and service plan.*
Thursday, May 31, 2007 ……	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, June 4, 2007………	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.

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

UCD
UNITED
COMMERCIAL
DEVELOPMENT

RECEIVED
FEB 2007
City Manager's
Office

February 16, 2007

Mr. Scott Wall
City Manager of Sherman Texas
P.O. Box 1106
Sherman, Texas 75091-1106

Re: Annexation of 104 acres at SWC of Hwy. 89 and Hwy. 82

Dear Wall,

Our investment group purchased 104 ± acres in August of 2005. We have just completed with the counties and states the sale of 21.25 acres to them for the right-of-way for the expansion of Hwy. 289 and the intersection of Hwy. 82.

We would like to request that the City of Sherman annex this remaining 82.75 ± acres in to the city limits. I have enclosed for your review a copy of the survey that was done on the property when we acquired it. If there is any information I need to provide you, please feel free to call at anytime.

Sincerely Yours,

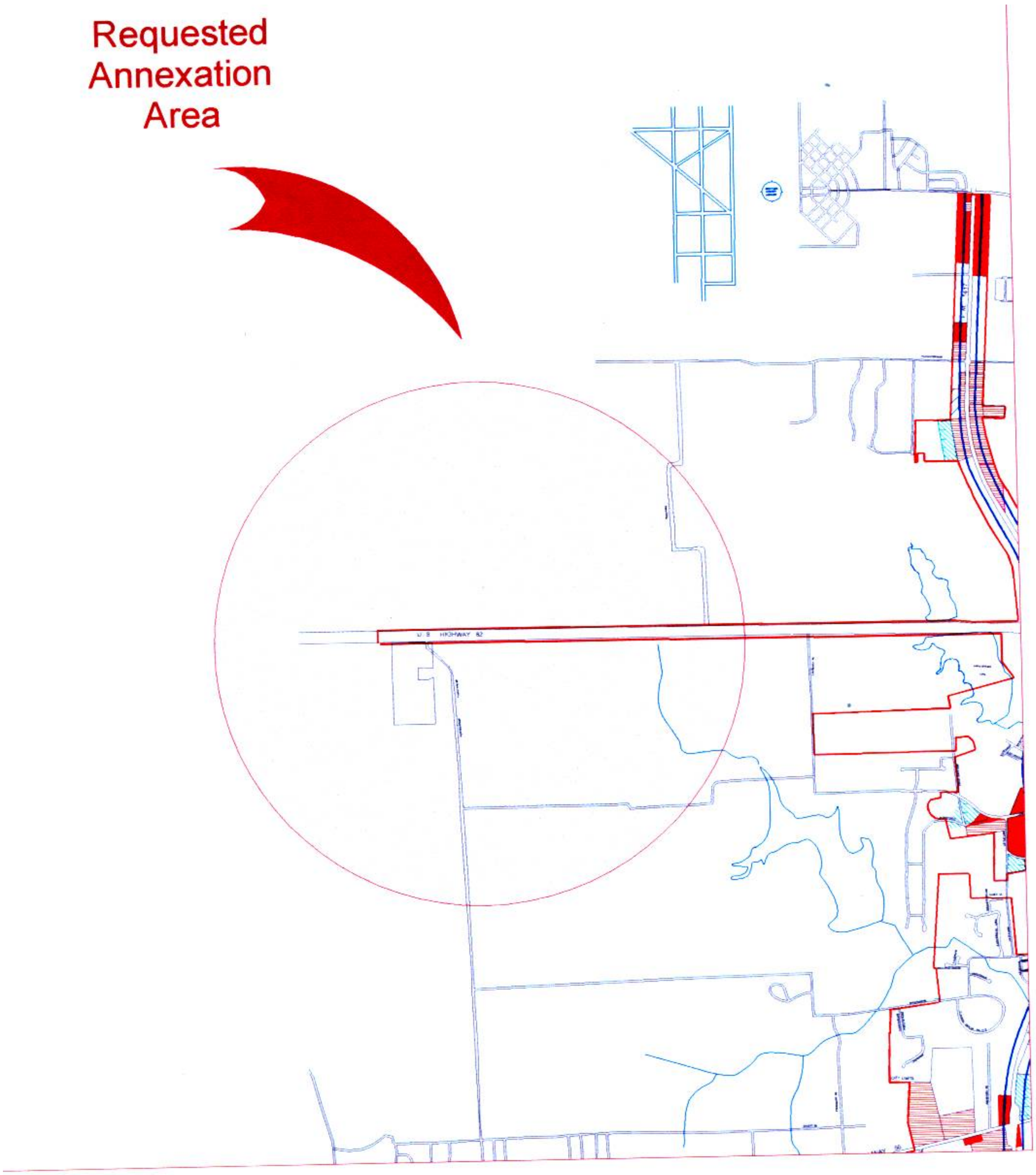
Jim Stabler

Jim Stabler
Consultant for United Commercial Development

encl.

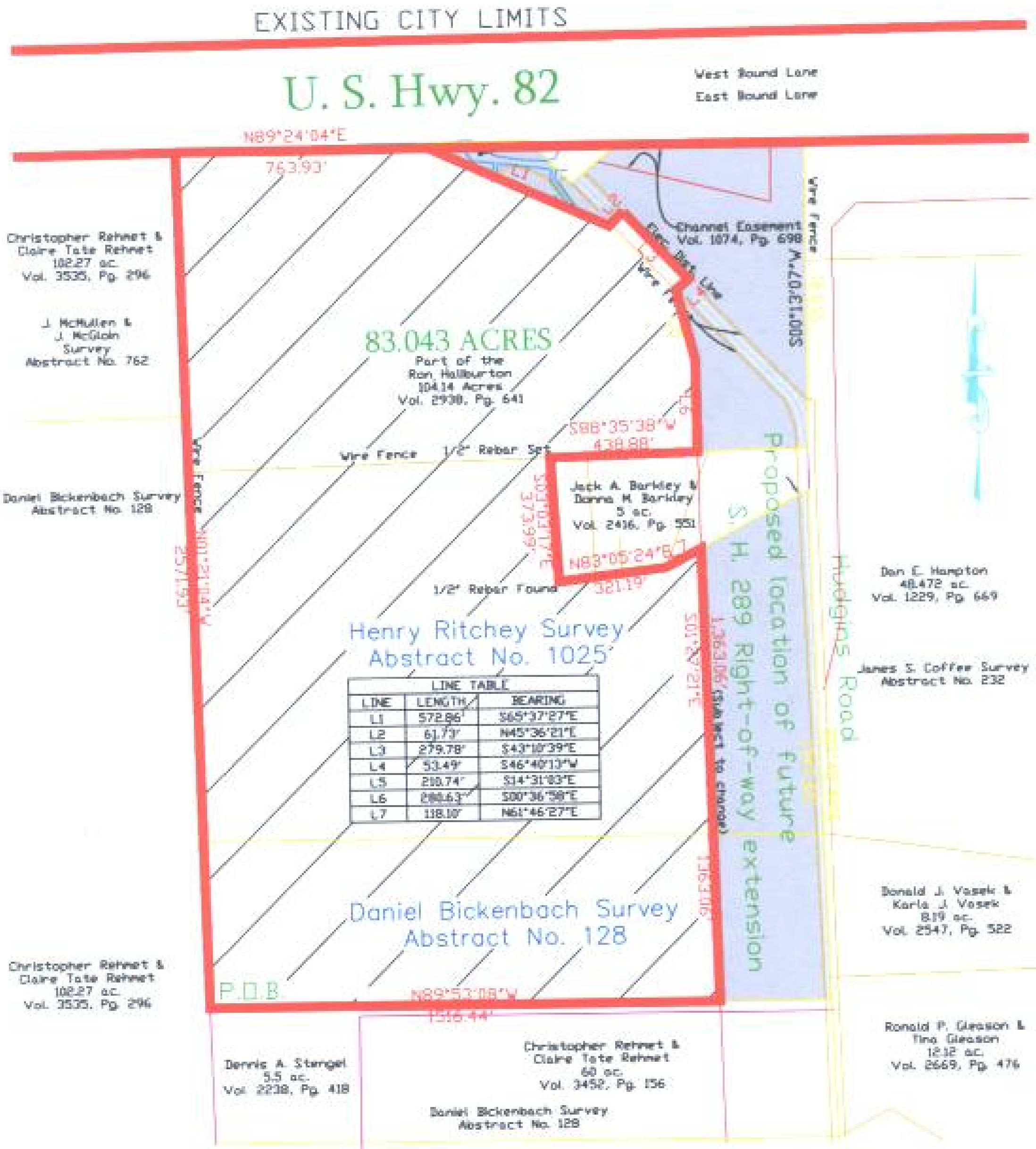
JS/djm

7001 Preston Road, Suite 500 Dallas, Texas 75205 (214) 224-4600 Fax (214) 219-2080



City of Sherman, Texas
Annexation of 83.043 Acres
Southwest corner of US 82 and Hwy 289


U. S. Hwy. 82 West
83.043 Acres
Hudgins Rd
proposed Hwy 289
Scale: 1 inch = 400.1 feet



LINE TABLE

LINE	LENGTH	BEARING
L1	572.86'	S65°37'27"E
L2	61.73'	N45°36'21"E
L3	279.78'	S43°10'39"E
L4	53.49'	S46°40'13"W
L5	210.74'	S14°31'03"E
L6	280.63'	S00°36'58"E
L7	118.10'	N61°46'27"E

Legal Field Notes for
83.043 Acres at Intersection of U. S. Hwy 82
and Hudgins Road (proposed Hwy. 289)

SITUATED in the County of Grayson, State of Texas, and being a part of the Henry Ritchey Survey, Abstract No. 1025, and being a part of the Daniel Bickenbach Survey, Abstract No. 128, and being a part of the 104.14 ac. tract of land conveyed to Ron Haliburton by Glenn A. Mull and wife, Elaine M. Mull by Warranty Deed with Vendor's Lien dated October 6, 1998 and recorded in Volume 2938, Page 641, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 8 inch wood corner post in the East line of the 102.27 ac. tract of land conveyed to Christopher Rehmet and Claire Tate Rehmet in Volume 3535, Page 296, said Official Public Records, at the Northwest corner of the 5.5 ac. tract of land conveyed to Dennis A. Stengel in Volume 2238, Page 418, Real Property Records, Grayson County, Texas, at the Southwest corner of both said Haliburton 104.14 ac. and the herein described tract;

THENCE North 01 deg. 21 min. 04 sec. West, with the general course of a wire fence maintaining the West line of said Haliburton 104.14 ac. and the East line of said Rehmet 102.27 ac., a distance of 2,571.93 ft. to a point 10 feet south of the South right-of-way line of U. S. Highway No. 82, the Northwest corner of both said Haliburton 104.14 ac., the Northeast corner of said Rehmet 102.27 ac. and the herein described tract,

THENCE North 89 deg. 24 min. 04 sec. East, with a line that is parallel with and 10 feet from the South right-of-way line of said U. S. Highway No. 82 and an existing City Limit line as established by City of Sherman Ordinance #2830 dated May 3rd, 1971, a distance of 763.93 ft. to a point in the proposed West right-of-way line of State Highway No. 289, at the Northeast corner of the herein described tract;

THENCE South 65 deg. 37 min. 27 sec. East, with the proposed West right-of-way line of said State Highway No. 289, a distance of 572.86 ft., more or less, to an Ell corner;

THENCE North 45 deg. 36 min. 21 sec. East, continuing with the proposed West right-of-way line of said State Highway No. 289, a distance of 61.73 ft. to an Ell corner;

THENCE South 43 deg. 10 min. 39 sec. East, continuing with the proposed West right-of-way line of said State Highway No. 289, a distance of 279.78 ft. to an Ell corner;

THENCE South 46 deg. 40 min. 13 sec. West, continuing with the proposed West right-of-way line of said State Highway No. 289, a distance of 53.49 ft. to an Ell corner;

THENCE South 14 deg. 31 min. 03 sec. East, continuing with the proposed West right-of-way line of said State Highway No. 289, a distance of 210.74 ft. to an angle point;

THENCE South 00 deg. 36 min. 58 sec. East, continuing with the proposed West right-of-way line of said State Highway No. 289, a distance of 280.63 ft. to a point in the North line of the 5 ac. tract of land conveyed to Jack A. Barkley and Donna M. Barkley in Volume 2416, Page 551, said Real Property Records;

THENCE South 88 deg. 35 min. 38 sec. West, with the North line of said Barkley 5 ac., a distance of 438.88 ft. to a ½ inch rebar set at the Northwest corner of said Barkley 5 ac.;

THENCE South 03 deg. 03 min. 17 sec. East, with the West line of said Barkley 5 ac., a distance of 373.99 ft. to a ½ inch rebar found at the Southwest corner of said Barkley 5 ac.;

THENCE North 83 deg. 05 min. 24 sec. East, with the South line of said Barkley 5 ac., a distance of 321.19 ft. to a 2½ inch metal corner post at an angle point;

THENCE North 61 deg. 46 min. 27 sec. East, continuing with the South line of said Barkley 5 ac., a distance of 118.10 ft. to a point in the proposed West right-of-way line of said State Highway No. 289;

THENCE South 01 deg. 27 min. 21 sec. East, with the proposed West right-of-way line of said State Highway No. 289, a distance of 1,363.06 ft. to a ½ inch rebar found in the North line of said Stengel 5.5 ac., in the South line of said Haliburton 104.14 ac., at the Southeast corner of the herein described tract;

THENCE North 89 deg. 53 min. 08 sec. West, with the general course of a wire fence maintaining the North line of said Stengel 5.5 ac. and the South line of said Haliburton 104.14 ac., a distance of 1,516.44 ft. to the **PLACE OF BEGINNING** and containing **83.043 ACRES** of land to be annexed into the City of Sherman.

City of Sherman
Municipal Service Plan
U. S. Hwy. 82 and Hudgins Road (proposed Hwy. 289)
Annexation of 83.043 Acres

INTRODUCTION:

The annexation is the site of approximately 83.043 acres of proposed retail development along U. S. Hwy. 82 and Hudgins Road (proposed Hwy. 289) lying adjacent to the City of Sherman existing city limits.

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

MUNICIPAL SERVICES TO BE PROVIDED:

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

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation. Additional water mains and fire hydrants will be required to serve the area based upon existing City policies as applicable to all city residents.

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

STREETS AND BRIDGES: No existing public streets exist in the area to be annexed. All access points to U. S. Hwy. 82 and proposed State Hwy. 289 shall meet TxDOT requirements. Any future streets will be developed by the standard provisions of the Developers Ordinance with future maintenance by the City of Sherman. Street lighting will be established according to city guidelines.

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

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

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

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

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as SF1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

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

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

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. B.3

PUBLIC HEARING

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

Issue

To conduct the second public hearing concerning the petition for voluntary annexation of the 18.46 acres on Friendship Road in the City of Sherman's Extra Territorial Jurisdiction

Background

On January 25, 2007, Mr. Nat McClure, representing Friendship Ranch Joint Venture, requested annexation into the city limits for their property located on Friendship Road. The City Council, at the March 5, 2007 meeting, approved the schedule for annexation for this property. The first public hearing was held on April 16, 2007.

Origination

Nat McClure, Friendship Ranch Joint Venture

Financial Consideration

City accepts maintenance

Staff Recommendation

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

Attachments

Annexation Schedule
Letter requesting annexation
Location Maps
Field Notes
Facility Plan

Prepared by:
Doreen E. McGookey, City Attorney

Approved by:
George Olson, Acting City Manager

FRIENDSHIP RANCH

ANNEXATION SCHEDULING PLAN

Thursday, March 15, 2007………	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Developmental Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, April 5, 2007……	Post notice on City's website, newspaper and City Hall for City Council's 1st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Thursday, April 12, 2007 ……	Post notice of 1st public hearing under the Open Meetings Act.
Monday, April 16, 2007………	City Council's 1st Public Hearing on intent to annex and service plan.*
Friday, April 20, 2007……..…	Post notice on City's website, newspaper and City Hall for City Council's 2nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Thursday, May 3, 2007………	Post notice of 2nd public hearing under the Open Meetings Act.
Monday, May 7, 2007……	City Council's 2nd Public Hearing on intent to annex and service plan.*
Thursday, May 31, 2007 ……	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, June 4, 2007………	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.

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

Friendship Ranch
1528 Crescent Drive
Sherman, TX 75092

January 25, 2007

Scott Wall, City Manager
City of Sherman
P.O. Box 1106
Sherman, TX 75092

Mr. Wall:

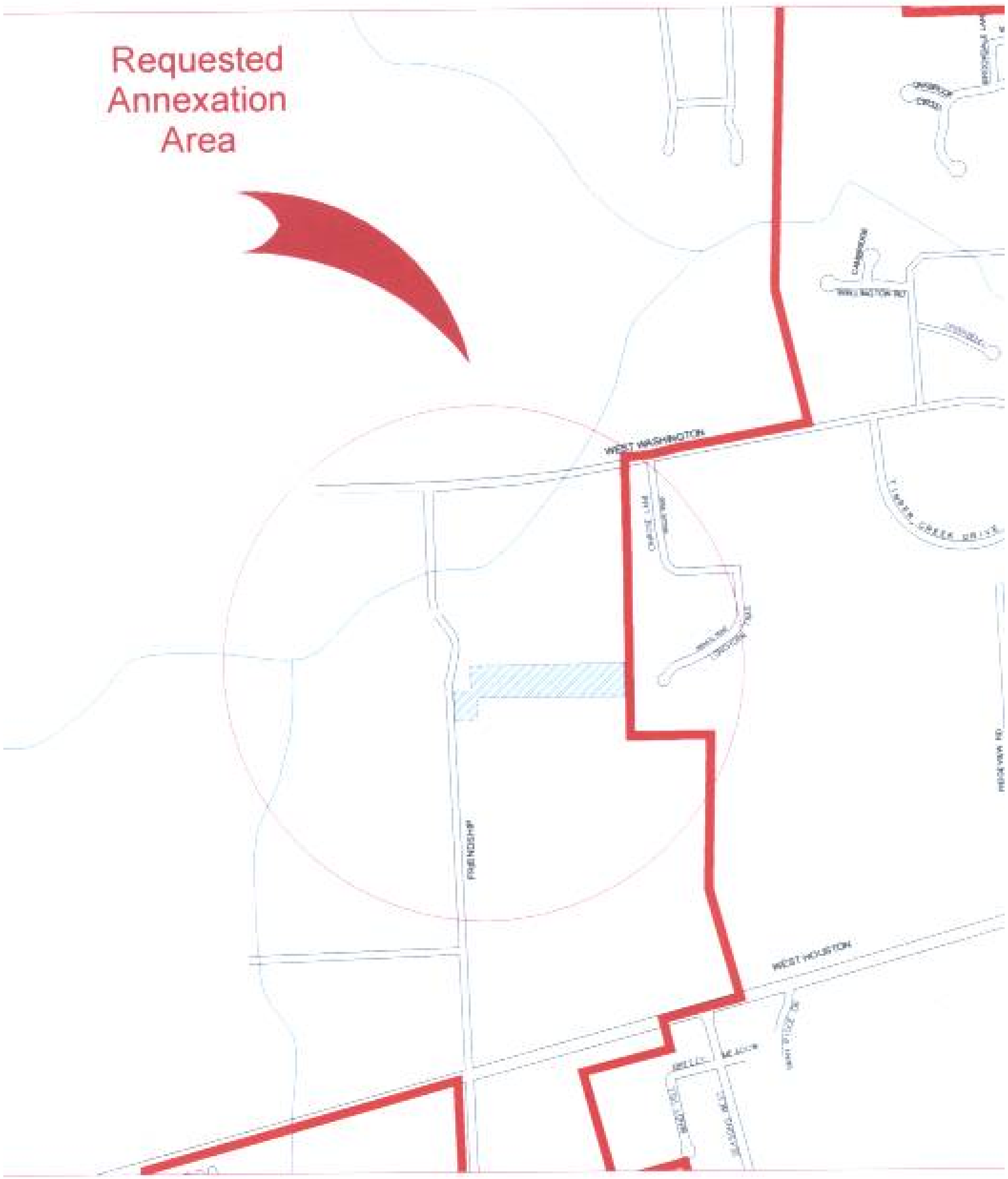
It is with great pleasure that I am now in a position to request city annexation of our residential development, Friendship Ranch.

The preliminary plat was recently approved by your planning and zoning board. Our engineer, Chris Schmitt, is working with your staff to make sure we meet or exceed all city standards for a gated rural subdivision. He will submit his drawings this week. Jason Armstrong of Underwood Drafting and Surveying will provide you with boundary information soon.

Please let me know if you have questions. Thanks for your assistance.

Respectfully,

Nat McClure
Friendship Ranch



City of Sherman, Texas
Annexation Request
Friendship Ranch

Department of Developmental Services


Washington St
Friendship Rd.
FRIENDSHIP RANCH
18.46 ACRES

Friendship Ranch Annexation Description

Situated in the County of Grayson, State of Texas, being a part of the Fielding Bacon Survey, Abstract No. 119, and being all of the 17.930 acre tract of land conveyed to Friendship Ranch Joint Venture by deed of record in Volume 4083, Page 918, of the Official Public Records, Grayson County, Texas and all of the 0.684 acre tract of land conveyed to Friendship Ranch Joint Venture by deed of record in Volume 4083, Page 924, of said Official Public Records, and being more particularly described by metes and bounds as follows:

Beginning at a ½"steel rod found at the southeast corner of said 17.930 acre tract and the northeast corner of the 57.587 acre tract of land conveyed to Bobby W. Barnette by deed of record in Volume 2408, Page 505, of said Official Public Records, said rod being in the west line of Lot 5, Longhorn Estates, an addition to the City of Sherman, as shown by plat of record in Volume 11, Page 8, of the Plat Records, Grayson County, and in an existing City Limits Line by Ordinance #4608 dated June 21, 1997;

Thence South 87°43'16" West with the North line of the said 57.587 acre tract a distance of 1,470.17 feet to a ½" steel rod found in the east line of said 0.684 acre tract at the southwest corner of said 17.930 acre tract;

Thence South 02°04'42" East with said east line, a distance of 85.22 feet to a ½" steel rod found for the southeast corner of said 0.684 acre tract;

Thence North 88°17'12" West a distance of 161.07 feet to a set ½" steel rod;

Thence North 01°36'00" West a distance of 156.75 feet to a ½" steel rod set in the south line of the Friendship Methodist Church Property as described in deed of record in Volume 99, Page 214, of the Deed Records, Grayson County, Texas, said rod being the northwest corner of said 0.684 acre tract;

Thence South 88°17'12" East a distance of 146.74 feet to a ½" steel rod found in the west line of said 17.930 acre tract for the southeast corner of said Church tract and the northeast corner of said 0.684 acre tract;

Thence North 02°04'42" West with the East line of said Church tract a distance of 466.67 feet to a ½" steel rod found in the south line of that tract of land conveyed to David W. Osterman, et ux, by deed of record in Volume 2507, Page 630, of said Official Public Records, said rod marking the northwest corner of said 17.930 acre tract;

Thence North 88°08'43" East with said south line, a distance of 1,455.03 feet to a ½" steel rod set at the base of a fence corner post in the West line of a 3.497 acre tract of land conveyed to Tom L. Johnson et ux, by deed of record in Volume 3582, Page 459, of the Official Public Records, Grayson County, Texas and said City Limits Line established by Ordinance #4608;

Thence South 04°41'27" East with said west line and existing City Limit line, a distance of 378.75 feet to a 1/2" steel rod found maintaining the southwest corner of the said 3.497 acre tract and the northwest corner of Lot 5 of Longhorn Estates, an addition to the City of Sherman, as shown by plat of record in Volume 11, Page 8, of the Plat Records, Grayson County, Texas;

Thence South 01°15'55" East with the west line of said Lot 5, a distance of 149.11 feet to the **Point-of-Beginning** and containing **18.460 acres** of land.

City of Sherman
Municipal Service Plan
Annexation of 18.46 Acres
on Friendship Road

INTRODUCTION:

The annexation is the site of approximately 18.46 acres of proposed residential development along Friendship Road between State Hwy. 56 (West Houston) and West Washington and adjacent to the City of Sherman existing city limits.

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

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation. If the proposed subdivision is gated and private, there will be no accident, parking or traffic enforcement other than Driving While Intoxicated, Driving Under The Influence, or Reckless Driving.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation. Additional water mains and fire hydrants will be required to serve the area based upon existing City policies as applicable to all city residents.

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

STREETS AND BRIDGES: No existing public streets exist in the area to be annexed. Any future streets will be developed by the standard provisions of the Developers Ordinance with future maintenance by the City of Sherman or by a home owners association if the subdivision is gated. Street lighting will be established according to city guidelines.

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

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

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

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

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as SF1 (Single Family) District on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Extensions of existing city mains for future development will be made by standard City of Sherman utility extension methods. All connections to new or existing water mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.

SEWER SERVICE: Extension of any existing sewer facilities of the City of Sherman for existing or future development may be made by standard City of Sherman utility extension methods provided the capacity of the existing appurtenances is not exceeded at the time of development. All connections to new or existing sewer mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances. The use of septic systems meeting Grayson County Guidelines and the City of Sherman's rural subdivision's guidelines are permitted.

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. B.4

FIRST READING, PUBLIC HEARING AND FIRST VOTE OF ORDINANCE NO. 5458
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 Term of Said Franchise; Providing for Written Acceptance of this Franchise

Issue
In an effort to protect our Right-of-Way and the appurtenances in our public roads, streets, alley's, etc., it is necessary for the City of Sherman to administer a Franchise Agreement with Oncor Electric Delivery to better safeguard our resources.

Background
Oncor Electric Delivery has contacted the City in an effort to secure a Franchise Agreement. At this point, the City is operating under an expired Franchise Agreement with TXU, who has recently changed their name to Oncor. Pursuant to the Sherman City Charter, any ordinance granting a franchise must have two readings, thirty (30) days apart, and that no ordinance shall pass any reading except by a majority vote of the city council members.

Origination
The City Attorney

Financial Consideration
The franchise rate remains at four percent (4%) of gross revenues, which currently yields approximately $2,000,000.00 in revenue for the General Fund. Since the rate is unchanged, there is no financial consideration to approving this franchise agreement.

Staff Recommendation
Staff recommends approval.

Alternatives
The City Council could choose not to approve this Ordinance.

Attachments
Ordinance No.

Prepared by:
Doreen E. McGookey, City Attorney

Approved by:
George Olson, Acting City Manager

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 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. GRANT OF AUTHORITY.

There is hereby granted to Oncor Electric Delivery Company, its successors and assigns (herein called "Company"), the right, privilege and franchise ("Franchise") to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, public places and public ways ("Public Rights-of-Way") of Sherman, Texas (herein called "City") an Electric Transmission and Distribution System ("System") consisting of electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for its own use), for the purpose of supplying electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof for the term set out in Section 12.

SECTION 2. PURPOSE.

The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the System within the Public Rights-of-Way of the City. In granting this Franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of the City Charter or present or future ordinances of the City, except as may be set out herein. Not included in this Franchise are any facilities (including any equipment attached in any way to Company's facilities, whether owned by the Company or not) that provide data delivery, cable service, telephone service, and/or any other service or product not utilized by Company in support of Company's electric operations.

SECTION 3. OPERATION, CONSTRUCTION AND MAINTENANCE OF ELECTRIC DISTRIBUTION AND TRANSMISSION SYSTEM.

A. Company's System shall be so constructed as not to unreasonably interfere with any existing water and wastewater lines, gas lines, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall promptly clean-up, repair and restore in compliance with applicable provisions of the Sherman City Code, documented City rules, and regulations, all thoroughfares and other surfaces which it may disturb.

B. The Company shall install, maintain, construct, operate and replace its facilities in accordance with applicable city ordinances and so as to interfere as little as possible with traffic. The placement of new facilities in the Public Rights-of-Way shall be subject to the approval of the City Manager or designee. In determining the location of the Company's new facilities within the City, the Company shall minimize interferences with then-existing or documented planned underground structures of the City or with the existing facilities of other users of the Public Rights-of-Way. In determining the location of the facilities of the City and other utility franchisees and other users of the Public Rights-of-Way within the City, the City shall minimize the interference with existing facilities of the Company and shall require other utility franchisees or users of the Public-Rights-of-Way to minimize interference with existing facilities of the Company.

C. Company's property and operations within the Public Rights-of-Way of the City shall be subject to such reasonable rules and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public. The Franchise is subject to the provisions of ARTICLE VIII. FRANCHISE AND PUBLIC UTILITIES of the City Charter, whether expressed in this Franchise or not. This Franchise shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Public Utility Regulatory Act, or other state or federal law. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City that Company believes is contrary to any federal, state, or local law or regulation. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Right-of-Way.

D. Company shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code or such comparable standards as may be adopted.

E. Company shall cooperate with the City by providing complete information regarding the location of current and future underground conduits, and other appurtenances. Reproducible copies of maps showing the location of all Company facilities within the Public Rights-of-Way shall be furnished to the Department of Public Works upon request. The maps shall be provided in electronic digital format, if available.

F. Any and all excavations and obstructions in and upon the streets, alleys, and other public places in the City caused by the Company's operations under this Ordinance shall be repaired and removed as quickly as is reasonably possible, under the circumstances. All excavations shall be repaired in a good and workmanlike manner consistent with applicable City Code and documented City rules and regulations and restored to at least the condition that existed prior to the excavation. The public shall be protected by barriers and lights or other applicable traffic control devices placed, erected, marked and maintained by the Company in accordance with standards set forth in the current Texas Manual on Uniform Traffic Control Devices (TMUTCD), as well as any other applicable local, state and federal requirements. Company warrants that any such restoration work performed in the Public Rights-of-Way shall be in satisfactory condition for a period of one year, to the extent that such restoration work has not been disturbed by other users of the Public Rights-of-Way. In the event that the Company fails to repair or restore an excavation site within fourteen (14) calendar days after receipt of written notice from the City of a deficiency, the City may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the City for the cost of such repair or restoration. Any work conducted within the Public Rights-of-Way shall require prior written approval of the City in accordance with city ordinance or documented rule or regulation, except for repairs, day to day maintenance, or in cases of emergency conditions, issued by the City prior to commencement of work. In no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way.

SECTION 4. INDEMNITY.

A. In consideration of the granting of the Franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents, contractors, subcontractors, and employees (the "Indemnitees") harmless against any and all liability arising from suits, actions or claims of injury to any person or persons, or damages to any property brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by Company's intentional and/or negligent acts or omissions in connection with Company's construction, maintenance and operation of Company's System in the Public Right-of-Way, including any court costs, expenses and defenses thereof, when such injury shall have been caused by the negligent act or omissions, or misconduct, of Company or any of its officers, agents, contractors, subcontractors, or employees.

B. This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of the Company, its officers, agents, contractors, subcontractors, or employees, and does not apply to the extent such loss, damage or injury is attributable to the negligence or wrongful act or omission of the City, or the City's agents, representatives or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the Company and the City.

C. In the event of joint and concurrent negligence or fault of both the Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all defense costs incurred by City.

SECTION 5. LIABILITY INSURANCE.

A. Company shall, at its sole cost and expense, obtain, maintain, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverage's in accordance with the City's requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

(1) Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars ($5,000,000.00) per occurrence and ten million dollars ($10,000,000.00) aggregate. To the extent that coverage is maintained on a claims made form, the minimum limits are ten million dollars ($10,000,000.00) per occurrence and twenty million dollars ($20,000,000.00) aggregate. This coverage shall include the following:

(a) Products/completed operations to be maintained for the warranty period specified in Section 3.F.
(b) Personal and advertising injury.
(c) Contractual liability.
(d) Explosion, collapse, or underground (XCU) hazards.

(2) Automobile liability coverage with a minimum policy limit of one million dollars ($1,000,000.00) combined single limit. This coverage shall include all owned, hired and non-owned automobiles.

(3) Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars ($500,000.00) Coverage B employers' liability is required. Company must provide the City with a waiver of subrogation for worker's compensation claims.

B. Company must name the City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, and volunteers, as an additional insured under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that the City is an additional insured.

C. The insurance coverage required herein must include coverage for work performed by Company's contractors and subcontractors.

D. The Company will provide proof of insurance in accordance with this Franchise within 30 days of the effective date of the Franchise and by February 1st of each year thereafter. Company will not be required to furnish separate proof when applying for permits.

<u>SECTION 6</u>. <u>NON-EXCLUSIVE FRANCHISE.</u>

This Franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

<u>SECTION 7</u>. <u>COMPENSATION TO THE CITY.</u>

A. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, bonds, license, permitting and inspection fees or charges, street taxes, street or alley rentals, certain regulatory expenses incurred prior to June 30, 2008, and otherwise subject to reimbursement under Section 33.023 of the Public Utility Regulatory Act, Title 2, Texas Utilities Code ("PURA"), as amended, or any similar or successor law, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

(1) A charge as authorized by Section 33.008(b) of PURA, which as of December 31, 2005 was a factor of 0.002281, multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries as such charge may be revised from time to time in accordance with Section 33.008 of PURA. A semi-annual payment shall be due and payable on or before October 1, 2007, based on each kilowatt hour of electricity delivered by Company during the period beginning March 1, 2007, and ending August 31, 2007 to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for the rights and privileges granted hereunder during the period beginning April 1, 2007, and ending September 30, 2007. Subsequent payments, including any additional amounts which may be due, if any, in

accordance with the Agreement to Resolve Outstanding Franchise Issues dated January 27, 2006 (attached hereto as Exhibit A and incorporated for all purposes), will be made on a quarterly basis as provided in the schedule below:

Payment Due Date	Basis Period	Privilege Period
January 1	Sept. 1 – Nov. 30	Oct. 1 – Dec. 31
April 1	Dec. 1 – Feb. 28(29)	Jan. 1 – Mar. 31
July 1	Mar. 1 – May 31	Apr. 1 – June 30
October 1	June 1 – Aug. 31	July 1 – Sept. 30

The final payment under this franchise will be due on or before January 1, 2023, based on the period September 1, 2022 through November 30, 2022 for the privilege period October 1, 2022 through December 31, 2022, and

(2) A sum equal to four percent (4%) of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service", Section 6.1.2 "Discretionary Service Charges," items DD1 through DD24, that are for the account and benefit of an end-use retail electric consumer.

(a) The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January through December 31 of each calendar year.

(b) The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges" received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2008 and will be based on the calendar year January 1 through December 31, 2007. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2023 and will be based on the calendar year January 1 through December 31, 2022.

(c) Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.

(d) City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.

(e) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.

B. Notwithstanding anything to the contrary in Section 7 hereof, if Company files general rate cases and the City incurs cumulative expenses, otherwise reimbursable by Company under Section 33.023 of PURA, as amended, or similar or successor law, in excess of $4 million, then in such event, Company shall reimburse all of the expenses incurred by the City in connection with all general rate cases filed during the period beginning June 1, 1993, and ending June 30, 2008, in excess of said $4 million. The term "general rate case" as used in this Ordinance means a rate case initiated by Company in which it seeks to increase its rates charged to a substantial number of its customer classes in the City and elsewhere in its system and in which Company's overall revenues are determined in setting such rates. The City agrees to exercise reasonable best efforts, considering the facts and circumstances, to keep its expenses on average to under $1,000,000 per general rate case.

C. With each payment of compensation required by Section 7.A(1), Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, providing the total kWh delivered by Company to each retail customer's point of delivery within the City and the amount of payment for the period covered by the payment.

D. With each payment of compensation required by Section 7.A(2), Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, reflecting the total amount of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service," Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24.

E. If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual agreement between the City and Company and the City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded or offset against the next payment due from Company. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the city of any breach of this Franchise Agreement, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

F. Interest on late payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with Texas Utilities Code Section 183.003 as amended for the time period involved.

G. No taxes, fees, or other payments by Company to the City, including, but not limited to, ad valorem taxes, shall reduce the franchise fees payable to City hereunder, except as agreed to by the City in Section 7.

SECTION 8. ACCOUNTING MATTERS.

A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise.

B. Pursuant to Section 33.008(e) of the Texas Utilities Code, the City may conduct an audit or other inquiry in relation to a payment made by Company less than two (2) years before the commencement of such audit or inquiry. The City may, if it sees fit, upon reasonable notice to the Company, have the books and records of the Company examined by representatives of the City to ascertain the correctness of the reports agreed to be filed herein.

C. The Company shall make available to the auditor during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City therefore.

(1) If as a result of any City audit, Company is refunded/credited for an overpayment or pays the City for an underpayment of the franchise fee, such refund/credit or payment shall be made pursuant to the terms established in Section 7.E and 7.F.

(2) If as a result of a subsequent audit, initiated within two years of an audit which resulted in Company making a payment to the City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to the City due to an underpayment of the franchise fee of more than 5%, the City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 13.C.

D. The Company shall assist the City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.

E. The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law. Company shall clearly identify information that it believes to be of a proprietary nature or confidential at the time the information is provided to City. City shall not be liable to Company for the release of any information the City is required to release by law. City shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or proprietary nature of the document(s). The City also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

SECTION 9. RIGHT OF RENEGOTIATION.

A. Should either Company or the City have cause to believe that a change in circumstances relating to the terms of this Franchise may exist, it may request that the other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place.

B. Should either party hereto determine that based on a change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment of the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, the City and Company agree to a change in a provision of this Ordinance, the change shall become effective upon passage of an ordinance by the City in accordance with the City Charter and acceptance of the amendment by Company.

SECTION 10. WORK BY OTHERS.

A. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under a Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, etc. Upon request by City, Company shall relocate its facilities at the expense of City, except as otherwise provided in state law, provided that the City shall provide Company with at least thirty (30) days notice and shall specify a new location for such facilities along the Public Rights-of-Way. When Company is required by City to remove or relocate its poles, towers, conduits, cables, and other facilities to accommodate construction of streets and alleys by City, and Company is eligible under Federal, State, County, City or other local agencies or programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation and such reimbursement is required to be handled through City, Company costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City.

B. If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Right-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

C. If the City requires the Company to adapt or conform its facilities, or in any manner to alter, relocate, or change its property to enable any other entity to use, or use with greater convenience, said Public Rights-of-Way, the Company shall not be bound to make such changes until such other entity shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's property or facilities.

SECTION 11. TRANSFER AND ASSIGNMENT.

The rights granted by this Franchise inure to the benefit of Company and any parent, subsidiary, or affiliate now or hereafter existing. Upon assignment to such parent, subsidiary or affiliate, such parent, subsidiary or affiliate assumes all obligations of Company hereunder and is bound to the same extent as Company hereunder. Company shall give City written notice within ninety (90) days of assignment to a parent, subsidiary or affiliate. In the event Company assigns this Franchise to someone other than a parent, subsidiary or affiliate (Assignee), Company shall give City notice concurrently with notice provided to the Public Utility Commission of the sale or transfer of assets. Any such assignment shall require that said Assignee assume all obligations of Company and is bound to the same extent as Company hereunder. If, within the first ninety (90) days after assignment to someone other than a parent, subsidiary or affiliate, City shall identify a failure to comply with a material provision of this Franchise, City shall have the right to treat such failure to comply as an Uncured Event of Default and immediately implement the provisions of Section 13, including the right to terminate the Franchise.

SECTION 12. TERM.

The term of this agreement shall be in full force and effect for a period beginning with the effective date hereof and ending December 31, 2022.

SECTION 13. DEFAULT, REMEDIES AND TERMINATION.

A. Events of Default. The occurrence, at any time during the term of the Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise Agreement:

(1) The failure of Company to pay the franchise fee on or before the due dates specified herein.

(2) Company's breach or violation of any of terms, covenants, representations or warranties contained herein or Company's failure to perform any material obligation contained herein.

B. Uncured Events of Default.

(1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.

(2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.

(3) If the Event is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 13.C.

C. Remedies. The City shall notify the Company in writing, of an alleged Uncured Event of Default as described in Section 13.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) calendar days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

(1) The commencement of an action against Company at law for monetary damages.

(2) The commencement of an action in equity seeking injunctive relief or with specific performance of any of the provisions that, as a matter of equity, are specifically enforceable.

(3) The termination of this Franchise.

D. Remedies Not Exclusive. The rights and remedies of City and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure.

E. Termination. In accordance with the provisions of Section 13.C, this Franchise Agreement may be terminated upon thirty (30) business day's prior written notice to Company. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination.

F. The failure of the City to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City unless said waiver or relinquishment is in writing and signed by the City.

SECTION 14. PUBLIC PURPOSE.

All of the provisions contained in this Ordinance are hereby declared to be for a public purpose, and are in the interests of the health, safety, and welfare of the general public.

SECTION 15. SEVERABILITY.

If any provision, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the parties in adopting this Franchise Ordinance that no provision hereof shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to that end, all provisions of this Ordinance are declared to be severable.

SECTION 16. NOTICE.

Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY	**COMPANY**
City Manager	Debra L. Anderson
City of Sherman	Director, Municipal Regulatory
P.O. Box 1106	Oncor Electric Delivery Company
220 W Mulberry Street	1601 Bryan Street
Sherman, TX 75091	Dallas, TX 75201

SECTION 17. ACCEPTANCE.

In order for this Franchise to become effective, Company must file with the City Clerk its written acceptance of this Franchise within sixty (60) days after its final passage and approval by City. Company shall pay all publication expense regarding notification of the Franchise ordinance.

SECTION 18. FUTURE AMENDMENTS.

This Ordinance may be amended only by the mutual written agreement of the City and the Company.

SECTION 19. ORDINANCE PASSED AT PUBLIC MEETING.

It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

SECTION 20. EFFECTIVE DATE.

If Company accepts this ordinance, by the filing of its written acceptance, this ordinance shall be effective as of seven days after adoption.

INTRODUCED on this the ______________ day of __________________, 2007.

ADOPTED on this the _________________ day of __________________, 2007.

EFFECTIVE DATE 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 MCGOOKEY
CITY ATTORNEY

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager Date: 05-07-2007

Subject: Agenda Item No. B.5

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. 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

C.9 * 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

C.10 * 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 at 615 South First Street

C.11 * 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

D.2 * OTHER BUSINESS
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)

D.3 * OTHER BUSINESS
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)

D.4 * OTHER BUSINESS
Replat Approval 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)

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. C.1

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

Issue
The refinancing of bonds issued for the Texoma Area Solid Waste Authority (TASWA) landfill facility in Whitesboro, Texas

Background
TASWA originally issued bonds for the initial construction of the landfill in April 2004, pursuant to the authority of the Sherman City Council's Resolution No. 4538, approved at the March 1, 2004 meeting. The bonds were structured with a 5-year par call option and bore an average interest rate of 5.39%. Principal was amortized from 2006 to 2029. The bonds were rated, but did not qualify for municipal bond insurance. Interest rates are currently at 40-year lows, affording TASWA the opportunity to refinance the bonds to a lower interest rate.

Facts about the refinancing:
- Based upon preliminary market pricing, savings total $1.127 million over the remaining life of the bonds.
- Savings average approximately $51,000 annually.
- The amortization period remains unchanged.
- Savings numbers are net of all fees and expenses.
- A five-year par call option will be maintained on the new issue, providing the ability for TASWA to call bonds beginning in 2013 or after at its option, thereby helping to maintain flexibility with TASWA's debt.
- Savings are a result of the following factors:
  - Verification of TASWA's projections. With the initial issue, TASWA had never owned or operated a landfill, leaving an investor with construction risk, operating risk, and marketing risk. As a result, the following factors affected the interest rate at which the bonds were sold at in April 2004:
    - Lower bond ratings
    - No insurance companies would insure the bonds – TASWA sold solely on its own credit
  - Interest rates are lower in today's bond market than in 2004.

How do we implement the refunding?

- TASWA's debt financings are required to be approved by the customer cities. Approval will be sought as follows:
  - Denison – May 7th Council meeting
  - Gainesville – May 1st Council meeting
  - Sherman – May 7th Council meeting
- The TASWA Board will be asked to authorize a "parameters" sale on May 16th.
  - Bond resolution will:
    - Set forth a minimum savings of $1 million with no change in the amortization period
    - Set a maximum interest rate for the refunding bonds
    - Be in effect for a maximum period of six (6) months
    - Be activated upon the signature of the President of the Board or the General Manager.
    - <u>If any one of the parameters is not met, the new refunding bonds are not sold.</u>
- We will meet with rating services and discuss with insurance companies.
- Bonds will likely be ready to sell by the end of May and delivered by the end of June.

The TASWA chairman, Cooke County Judge Bill Freeman, recommends that we proceed with a "parameters" sale specifying a minimum savings of $1 million.

Origination
Cooke County Judge/TASWA Chairman Bill Freeman
TASWA Executive Director Dale Sissney

Financial Consideration
This bond refunding will decrease debt service costs for TASWA, which will benefit the City by providing for a stabilization of future landfill fees charged by TASWA.

Staff Recommendation
The staff recommends approval of this agenda item.

Alternatives
There is no viable alternative to approving the refinancing of these bonds.

Attachments
Resolution No. 5006

Prepared by: **Robby Hefton, Director of Finance/Administration**

Approved by: **George Olson, Acting City Manager**

RESOLUTION NO. 5006

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; 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 Texoma Area Solid Waste Authority (the "Authority"), a Texas nonprofit corporation, was created pursuant to Subchapter D of Chapter 431, Texas Transportation Code, as amended ("Chapter 431") and Chapter 394, Texas Local Government Code ("Chapter 394" and together with Chapter 431, the "Act") to aid, assist and act on behalf of the City of Denison, Texas ("Denison"), the City of Gainesville, Texas ("Gainesville"), and the City of Sherman, Texas ("Sherman"), each a home rule municipal corporation (Denison, Gainesville and Sherman, individually, a "Member City") and collectively, the "Member Cities") and Cooke County, Texas and Grayson County, Texas (collectively, the "Counties", and together with the Member Cities, the "Local Governments") in the performance of their governmental functions to promote the common good and general welfare of the Local Governments, including, without limitation, (1) the financing, construction, ownership, and operation of a Type I municipal solid waste landfill located in western Grayson County, Texas (the "Initial Facility" and as may be improved, extended or enlarged, the "Facility"), (2) the collection, handling, transportation, storage, collection, processing, and disposal of solid waste and (3) to perform such other governmental purposes of the Local Governments as may be determined from time to time by the; and

WHEREAS, pursuant to the Act and Chapter 362, Texas Health and Safety Code, the Solid Waste Resource Recovery Financing Act, the Member Cities and the Authority entered into the Texoma Area Member City Landfill Contract, dated as of February 4, 2004 with respect to the payment of maintenance and operation expenses of the Facility and for the payment of debt service, the funding and maintenance of a debt service reserve and other payments and obligations related to the issuance of bonds by the Authority for the purposes specified therein (the "Member City Landfill Contract"); and

WHEREAS, the Authority issued its Regional Solid Waste Disposal Contract Revenue Bonds, Series 2004 (Initial Facility Project) in the aggregate principal amount of $19,225,000 to finance certain costs of the Initial Facility (the "Series 2004 Bonds"); and

WHEREAS, under the Member City Landfill Contract, the Series 2004 Bonds and any bonds issued to refund such bonds are payable from amounts paid by the Member Cities, including Sherman (the "City"); and

WHEREAS, the Authority plans to issue its refunding bonds (the "Refunding Bonds") to refund all or a portion of the callable Series 2004 Bonds (the "Eligible Refunded Bonds") pursuant to a bond resolution (the "Bond Resolution") to be adopted by the Board of Directors of the Authority and to market such Refunding Bonds pursuant to an offering document (the "Offering Document") and has delivered the form of the Bond Resolution and the form of the Offering Document to the City with a request that the City Council approve the form of such instruments; and

WHEREAS, the City's staff has recommended that all or a portion of the Eligible Refunded Bonds be refunded to realize a debt service saving which would result in lowering the City's payments under the Member City Landfill Contract: and

WHEREAS, the City Council of the City deems it appropriate and in the best interests of the City that the Authority proceed to issue such Refunding Bonds; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION 1. The City Council hereby approves the form of the Bond Resolution, a copy of which is attached hereto and made a part hereof as Exhibit A, to be adopted by the Board of Directors of the Authority authorizing the sale, issuance and delivery of the Refunding Bonds to refund all or a portion of the Eligible Refunded Bonds.

SECTION 2. The City Council acknowledges and agrees that the Refunding Bonds authorized pursuant to the Bond Resolution will be issued pursuant to the Member City Landfill Contract and that the City will be unconditionally obligated to make the payments as required by the Member City Landfill Contract which will be pledged by the Authority to the payment of the Refunding Bonds.

SECTION 3. The City Council hereby approves Appendix C of the form of Offering Document, setting forth financial and operating information regarding the City's solid waste disposal system, to be used in marketing the Refunding Bonds and all other information regarding the City or the Member City Landfill Contract as set forth in the Offering Document and agrees to annually provide and file updated financial information, operating data and general purpose financial statements of the City in the manner set forth in the Member City Landfill Contact.

SECTION 4. That the City Manager is hereby authorized to take such actions and to approve such instruments as are necessary to effect the refunding of all or a portion of the

Eligible Refunded Bonds as permitted under the Bond Resolution. A true and correct copy of the proceedings relating to the issuance of the Refunding Bonds shall be provided to the City promptly after their execution and delivery.

SECTION 5. The recitals set forth in the preamble to this resolution are hereby incorporated in and made a part of this resolution for all purposes.

SECTION 6. All ordinances and resolutions of the City in conflict or inconsistent with this Resolution are hereby expressly repealed to the extent of such conflict or inconsistency.

SECTION 7. This Resolution shall take effect immediately from and after its adoption.

SECTION 8. 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:** 05-07-2007

Subject: Agenda Item No. C.2

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

Issue
To support the passage of state legislation that would divert discarded electronic products from our waste stream to the TASWA landfill, require producers and vendors to take responsibility for their disposal, and provide a cost savings to TASWA and its members

Background
The Texas Campaign for the Environment, a non-profit group, is working with local governments to pass resolutions in support of the producer takeback legislation outlined in House Bill (HB) 2714 and HB 3758 and Senate Bill (SB) 1324. Essentially, this legislation says that computer and television manufacturers must develop a responsible plan for their obsolete products and offer some sort of a takeback program to their consumers free of charge. Other cities around the state have passed a resolution, including Plano, Dallas, Highland Village, Rowlett, Austin, Georgetown, Round Rock and Kyle, as well as the Tarrant County Commissioners Court. This legislation is important in that computers and televisions are toxic; and electronic waste is the fastest growing solid waste stream in the country. When landfilled at high volume, these products take up space and have the potential to contaminate underground and nearby water sources. More and more municipalities, schools, and businesses are forced to shoulder the burden of responsible disposal when the producer takeback strategy creates a long-term solution for everyone. Dell and HP are currently supporting HB 2714 and SB 1324 and both offer voluntary takeback programs of their own. *The Texas Campaign for the Environment* recommends this legislation so that other computer companies, as well as television companies, will take the same responsible action. Representative Larry Phillips supports this legislation; and the TASWA Board will consider this issue at its next meeting on May 16, 2007.

Origination
Mayor Bill Magers

Financial Consideration
There is no financial impact to this agenda item.

Staff Recommendation
It is recommended that the City Council approve the resolution in support of the pending state legislation.

Alternatives
The Council could decide not to support the legislation.

Attachments
Resolution No. 5016 and *The Texas Campaign for the Environment's* Supporting Information

Prepared and Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 5016

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; 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, discarded electronic products, including computers, televisions and cell phones, can contain toxic materials that can pose hazards to human health and the environment when landfilled or incinerated; and

WHEREAS, discarded electronic products are an increasing problem for the City of Sherman and other local governments, who are currently responsible for providing a safe means of disposal of these products; and

WHEREAS, the costs incurred by local governments for disposal of products that contain toxic material and are not easily recyclable, particularly electronics, can, in effect, take away valuable funding that could be spent on other recycling programs; and

WHEREAS, producer takeback recycling programs shift the burden of disposal costs for electronic products from local rate payers back to the producers, internalizing these costs and giving a market incentive to design products that are more durable, less toxic and recyclable;

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, Texas, supports the passage of state legislation establishing takeback recycling programs for manufacturers of computers and televisions.

SECTION 2. That the Acting City Manager or his authorized designee is hereby authorized and directed to forward a certified copy of this resolution to the members of the State Legislature and inform them of the City's position to pursue changes necessary in the state law.

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

PASSED AND APPROVED on this the _____ day of ________________, 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

Texans Want Electronic Waste to Meet Its Maker

Producer TakeBack Recycling means that manufacturers are responsible for financing and arranging the collection and recycling of their products at end-of-life. The cost of the collection and recycling programs are included in the price of new products rather than funded through taxes, fees at the point of purchase, solid waste fees or additional fees at the time products are discarded.

HB 2714 (Bonnen/Gattis) and **SB 1324 (Watson)** are identical producer takeback recycling bills that now cover computers, laptops and monitors. **This legislation and the producer takeback policy approach are supported by a broad range of Texas businesses, local governments and organizations:**

<u>Supporters of HB 2714/SB 1324:</u>

Dell
Hewlett Packard/Compaq
Texas Association of Business
Texas Association of Manufacturers
Texas Chemical Council
The Huntsman Corporation
Cities of Kyle & Dallas*

<u>Supporters of HB 2714/SB 1324 *& Adding TVs*:</u>

Tarrant County
Cities of Round Rock & Austin
Bob Gregory, Texas Disposal Services
Techway Services Inc. (Grapevine E-waste Recycler)
Texas Campaign for the Environment
Public Citizen
Environment Texas
Lone Star Chapter of the Sierra Club

<u>Supporters of E-waste Producer TakeBack Policy</u>

Samsung*
Lenovo
IBM
Hays County
City of Georgetown*
City of Plano*
City of Highland Village*
City of San Marcos
City of Lakeway*
City of Avery
City of Rowlett*
Institute of Scrap Metal Industries
Consumer Electronic Retailers Coalition
Council of State Governments*

****Have adopted policies that specify coverage of TVs.***

HB 2714 and SB 1324 would:

- require that producers of computers provide convenient recycling and disposal services to consumers at no cost in order to sell computers in Texas
- have state purchasing officials give a preference to companies that will take back computers made by other manufacturers when consumers purchase a new computer

Some advantages of producer takeback recycling of electronic waste are:

- Manufacturers have a market incentive to design less toxic and more recyclable products since these costs will be part of the purchase price.
- The estimated $600 million financial burden for responsibly recycling these products would be lifted from local governments.
- A level playing field will allow businesses to use their ingenuity and business models to create innovative solutions that work for them and their customers.

Why these bills should be expanded to include televisions:

- The toxins found in TVs are virtually the same as in computer monitors, such as lead in the cathode ray tube models and mercury in the lamps of the flat panel displays. E-waste is now the largest source of heavy metals entering landfills and incinerators.

Texas Campaign for the Environment
611 South Congress Ave. Suite 200 Austin, TX 78704 512-326-5655 fax: 512-326-5922
3303 Lee Parkway Suite 402 Dallas, TX 75219 214-599-7840 fax: 214-599-7889

- **When the TV signal switches from analog to digital in February 2009, Texans without cable or satellite will have to buy a converter box or a new TV.** Texas needs to prepare in advance before this large and sudden increase in TV waste heads to our landfills and incinerators.
- The financial burden on local governments to provide responsible recycling of TVs is as heavy as it is for computers.
- While some computer makers offer voluntary takeback recycling, very few TV makers do the same.
- Computers and TV technology are "converging" – many consumers use one device for both functions. Laptops with built-in TV tuners would not be covered by these bills.
- While it may be easier to pass a bill without TVs, **Dell and HP will not oppose adding televisions to the list of products covered by the legislation**.
- A bigger volume of covered equipment will spur the growth of electronics recycling businesses in Texas and put the state in the forefront of this nascent industry.
- All four major state e-waste bills that have passed so far have included TVs, as do the programs in Europe and Asia. A computer-only bill could start momentum to the push for a computer-only solution in other states and nationally.

Many TV-makers Want to Burden Others – Consumers, Retailers and State Government – with the Problem Instead of Taking Responsibility for Their Products

Forward-thinking TV makers such as Samsung, which has a large chip manufacturing presence in Central Texas, support producer takeback recycling. Some television producers oppose efforts to make them responsible for the end-of-life of their products. Instead, these **foreign-based companies such as Panasonic, Sharp and Phillips that export TVs to the U.S. want a bureaucratic California-style system** that:

- Makes consumers pay a flat fee on products regardless of whether the electronics are easier to recycle. Many consumers see this as a government tax.
- Creates a big government bureaucracy requiring over 60 staff for implementation in California and absorbs 20% of the revenue generated by the consumer fees.
- Provides no incentives for producers to create more recyclable, less toxic products.
- Burdens retailers with the task of transmitting fees to the state.
- Sets up a cumbersome system of state reimbursement for electronics recyclers and collectors, which is slow to pay businesses for the work they have done.

Ten Compelling Reasons
Manufacturers Should Provide Recycling for Computers and TVs
Producer TakeBack Recycling Bills: HB 2714 (Bonnen/Gattis), HB 3758 (Naishtat), SB 1324 (Watson)

Producer TakeBack Recycling *means that manufacturers are responsible for financing and arranging the collection and recycling of their products at end-of-life. The cost of the collection and recycling programs would be included in the price of new products rather than funded through taxes, solid waste fees or additional fees at the time products are discarded.*

1. ***Only manufacturers have the ability to design less toxic products.*** Governments and consumers can't control product design. That is industry's job. Electronic products currently contain lead, mercury, brominated flame retardants, and other hazardous substances. When these products are landfilled, incinerated or shipped to developing nations, they pose a very real threat to human health and the environment. A producer-paid recycling program gives manufacturers a financial incentive to decrease their recycling and disposal costs by designing "greener" products. When manufacturers pay to handle toxics from their products at end-of-life, they will design products with fewer toxics. When manufacturers pay to recycle the products they sell, they'll design products that are easier to dismantle.

2. ***Producer TakeBack removes the financial burden from local governments.*** In the past, local governments have been responsible for providing end-of-life management and disposal for all kinds of products. These costs are high due to poor product design - use of toxic substances, complex products that are hard to disassemble, etc. The potential value of manufacturer responsibility to local governments across Texas is $600 million over a ten-year period. Governments simply should not be asked to raise and expend funds to solve a private sector problem.

3. ***It's a non-tax solution.*** Citizens often perceive Advanced Recycling Fees --visible fees collected by government at the point of purchase - as a government tax. With producer takeback, collection and recycling costs are "internalized" - included in the price of new products - rather than funded through taxes, solid waste fees or additional fees at the time products are purchased or discarded.

4. ***Recycling becomes a cost of doing business.*** When manufacturers pay to recycle their products, recycling becomes a cost of doing business, just like supplies or salaries or health benefits. The recycling costs will likely be included in the price of the product, and the price will more accurately reflect the true cost of the product.

5. ***Manufacturers will use their business know how and create innovative solutions that work for them.*** Producer TakeBack Recycling harnesses private market forces and private sector ingenuity to develop smart, efficient and effective recycling programs. Manufacturers plan and finance the programs, but do not have to process the equipment or provide the collection services themselves. Instead, they can enter into business-to-business arrangements with businesses and programs, such as private recyclers, charities, haulers, retailers, and government facilities. Producer TakeBack allows flexibility for manufacturers to decide how best to implement the recycling program given their individual business models. It also creates a level playing field, making it easier for manufacturers to do the right thing.

Texas Campaign for the Environment
611 South Congress Ave. Suite 200 Austin, TX 78704 512-326-5655 fax: 512-326-5922
3303 Lee Parkway Suite 402 Dallas, TX 75219 214-599-7840 fax: 214-599-7889

6. ***Producer Responsibility avoids a big government bureaucracy.*** By establishing a recycling system entirely planned and paid for by manufacturers, state local governments do not have to set up an expensive bureaucracy for address all the e-waste. State government is mostly responsible for doing what it does best - oversight and enforcement. Two to four state employees would oversee a manufacturer responsibility law. On the other hand, California's Advanced Recycling Fee law creates a big government bureaucracy requiring over 60 staff to implement.

7. ***The private sector will provide more convenient drop-off options.*** Collection sites that are limited to government transfer stations or hazardous waste facilities are not adequately convenient (and many of those facilities do not have enough space to store computers and TVs). Alternately, producer takeback systems will encourage (but not mandate) a diversity of collectors such as large and small retailers, recyclers, and charities as well as government sites. Drop-off will be free and convenient to residents, schools and small businesses, and this will mean larger amounts of equipment collected and recycled.

8. ***Consumers will pay – but costs will be lower.*** When manufacturers fund collection and recycling programs, the costs will likely get passed on to the consumer as a small increase in the product's price. However, market forces and efficiencies in the Producer TakeBack system will drive costs down. The same market forces that result in improved products at lower prices will be applied to the recycling of those products. Customers will pay less than they do now to recycle a TV or computer.

9. ***Manufacturers already provide green design and recycling in Europe & Asia.*** Manufacturer responsibility for electronics has already taken hold in Europe, Japan, Taiwan, South Korea and manufacturers are voluntarily developing a system in Canada. The same electronics manufacturers that provide Producer TakeBack recycling programs in those countries are also selling products to U.S. citizens. We should receive the same level and quality of service as provided elsewhere.

10. ***TVs should be included in producer takeback legislation.***
    - The toxins found in TVs are virtually the same as in computer monitors, such as lead in the cathode ray tube models and mercury in the lamps of the flat panel displays.
    - The financial burden on local governments providing responsible recycling of TVs is as heavy as it is for computers.
    - While some computer makers are offering voluntary takeback recycling, very few TV makers are.
    - As the price of flat panel and other new TV technology has decreased, more TVs are being retired. The problem with old TVs will grow even larger in February 2009 when the TV signal switches from analog to digital. Texas needs to prepare for in advance before more TVs head to landfills and incinerators.
    - Computers and TV technology are "converging" -- many consumers use one monitor for both functions.
    - While it will be easier to pass a bill without TVs, Dell executives have said that they would not oppose adding televisions to the list of products covered by the bills they are supporting (HB 2714 and SB 1324).
    - All the other major e-waste bills that have passed so far (Maryland, Maine, California and Washington State) have included TVs. A computer-only bill could start momentum to the push for a computer-only solution in other states and nationally.

TEXAS CAMPAIGN FOR THE ENVIRONMENT

Who Supports Producer TakeBack of E-waste?

Texas Local Governments

An increasing number of local governments in Texas are backing producer takeback recycling of electronic waste, in particular computers and televisions. The City of Dallas has included the issue in its legislative agenda for the 2007 session. Hays and Tarrant Counties and the cities of Georgetown, Plano, Kyle, Round Rock, San Marcos, Highland Village, Austin, Avery, Rowlett, and Lakeway have all passed resolutions in favor of producer takeback recycling.

Link to detail on local government resolutions passed in Texas.[1]

TCEQ Commissioner Larry Soward

Commissioner Larry Soward, one of Governor Perry's three appointees to the Texas Commission on Environmental Quality, has been urging Texas local governments to pass local resolutions. He has written: "Electronic products have become a rapidly growing part of our waste. One way to help reduce this fast-growing waste stream is for producers of computers and other electronics to participate in 'take-back' recycling programs. I commend the City [of Kyle] for its leadership on this issue and encourage the City Council to pass such a resolution."

Dell Computer

According to Michael Dell, "We also should make a commitment to maintain responsibility throughout a product's entire life cycle. This starts with design and ends when the product is no longer wanted. We should then recover it, and provide updates to customers and the public on our progress in accomplishing these steps." From Michael Dell's Op Ed, Jan 14, 2007.

Link to Michael Dell's Op Ed in the San Francisco Chronicle.[2]
Link to Dell's position on producer responsibility legislation.[3]

Hewlett Packard

HP has actively lobbied in favor of producer responsibility bills in the states for several years. They supported the laws passed in Washington State, Maine, and Maryland.

Link to HP's position on producer responsibility.[4]

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[1] http://www.texasenvironment.org/ewaste_localresolutions.cfm
[2] http://www.sfgate.com/cgi-bin/article.cgi?f=/c/a/2007/01/14/INGJINGKTG1.DTL&hw=Michael+Dell&sn=006&sc=573
[3] http://www.dell.com/downloads/global/corporate/environ/recovery_policy.pdf
[4] http://www.hp.com/hpinfo/globalcitizenship/gcreport/publicengage/publicpolicy/recyclepolicy.html

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3303 Lee Parkway Suite 402 Dallas, TX 75219 214-599-7840 fax: 214-599-7889

Samsung

According to Samsung's website, "Samsung Electronics America (SEA) views that the Individual Producer Responsibility (IPR) is the preferable approach for waste of electronics equipment recycling in the US, and SEA will continue to work through industry associations such as EIA and CEA in the US in order to develop reasonable solution for IPR."

Link to Samsung's position on producer responsibility.[5]

Lenovo

According to Lenovo's website, "Lenovo supports efforts to reduce the volume of electronic products being disposed in landfills and to reduce the need for raw materials by increasing the beneficial reuse or recycling of materials. Lenovo supports legislation assigning financial responsibility for end of life management to the individual producers...This legislation must address all classes of producers, including retailers distributing under their own house brands."

Link to Lenovo's position on producer responsibility.[6]

Recyclers

ISRI, the Institute of Scrap Recycling Industries, is the largest industry association representing electronics recyclers. ISRI supports producer responsibility: "ISRI supports legislation that...promotes producer responsibility ... as the preferred alternative to the imposition of advanced recycling fees (ARFs)."

Link to ISRI's position on recycling policy.[7]

Council of State Governments

The Council of State Governments passed a national resolution in December 2006, endorsing the producer responsibility approach to state legislation on e-waste. CSG's 10-state Northeast members helped develop model bill language on producer responsibilility.

Link to CSG's resolution supporting producer responsibility legislation.[8]

Electronics Retailers

The Consumer Electronics Retailer's Coalition (CERC)'s position statement says, "CE retailers view the implementation of the *Producer Responsibility* model – certainly at the state level – as the most efficient and comprehensive consumer electronics waste management plan. This approach will encourage reuse and refurbishment, as well as effective recycling and is least burdensome to the consumer."

Link to CERC's policy position statement.[9]

In addition, the following groups are on record in favor of HB 2714: Texas Association of Business, Texas Association of Manufacturers, Texas Chemical Council, Huntsman Corp.

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5 http://www.samsung.com/AboutSAMSUNG/ELECTRONICSGLOBAL/SocialCommitment/Greport/02_management/echo_05_02.htm

6 http://www.pc.ibm.com/ww/lenovo/about/environment/EnvReport.html

7 http://www.isri.org/AM/Template.cfm?Section=Home1&template=/CM/HTMLDisplay.cfm&ContentID=9294

8 http://www.csg.org/policy/documents/E-RecyclingResolution.pdf

9 http://www.ceretailers.org/pdf/CERC_Position_on_eWaste.pdf

Cost of Electronic Waste Across Texas, 2006-2015

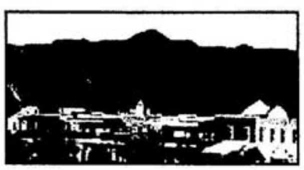
$606,000,000

Greater Dallas/Fort Worth Area = $173,000,000

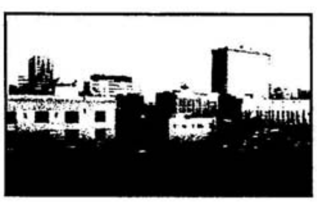
Greater Houston Area = $147,000,000

Greater San Antonio Area = $57,000,000

Greater Austin Area = $41,000,000



Rio Grande Valley Area = $28,000,000



Greater El Paso Area = $20,000,000

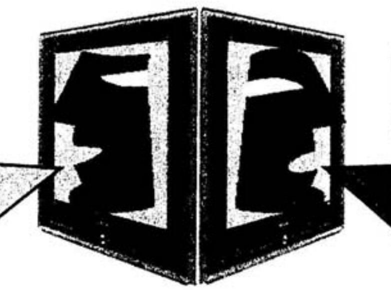
TEXAS CAMPAIGN for the ENVIRONMENT

www.texasenvironment.org

TV Industry Double Standards For Electronics Recycling

Higher Standards in their own countries:

Manufacturers take responsibility for the collection and recycling of their electronic products in Japan, South Korea, and Taiwan.



Lower Standards in the United States:

Manufacturers duck responsibility, leaving U.S. consumers and taxpayers to pay for and manage the recycling of electronics products.

Television manufacturers, including Panasonic, Sharp, and Sony, are lobbying against "Producer Takeback" electronics recycling legislation in states across the U.S. Instead, they support bills where consumers and taxpayers (not the manufacturers) must pay for and manage electronic product recycling. Yet these same companies accept their responsibility in other countries they operate in. Here's what they don't want you to know:

Double Standard # 1

Electronics producers take back their old products in other countries...why not here?

Country	Products Covered in Takeback Law	Role of Manufacturers
Japan	*The Home Appliance Recycling Law* covers TV's, refrigerators, washing machines, air conditioners.	Producers operate regional consolidation centers where they collect, sort, and then send their products to their recycling centers.
	A separate law mandates recycling for a wide range of electronic products and materials, including computers and monitors.	Producers must establish recycling systems for computers. An industry trade association operates the recycling program for PCs on behalf of manufacturers representing 98 percent of the personal computer market.
South Korea	The Korean law covers a wide range of products including TVs, refrigerators, washing machines, air conditioners, PCs including monitors and keyboards, mobile phones, and audio products. New products are added to this system periodically.	All recycling is managed and paid for by producers, who are legally responsible for reaching annual collection targets. Producers, including retailers, must accept old products from consumers buying new ones. Consumers not buying new products pay for collection and transport costs only. Producers, such as Samsung and LG, have set up their own recycling centers. Other producers contract out to third parties or join (and pay into) a Producer Responsibility Organization.
Taiwan	Computers, household appliances, air conditioners.	Producers reimburse local government for collection and recycling of covered products.
European Union: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Spain, Sweden, and the UK.	The 2003 WEEE Directive (Waste Electrical and Electronic Equipment) says that countries in the EU must pass laws requiring the producers to take back a variety of household appliances, including electronics.	Producers are financially responsible for taking back their own products at end of life and managing them in accordance with the directive. In some countries, producers partner together to recycle: Sony, HP, Braun, Electrolux work together in many countries. Panasonic partners with JVC and Thomson in Germany. Sharp, Loewe, Philips work together in Germany.

The TV Industry Tells Two Stories About the Impact of Recycling on Design

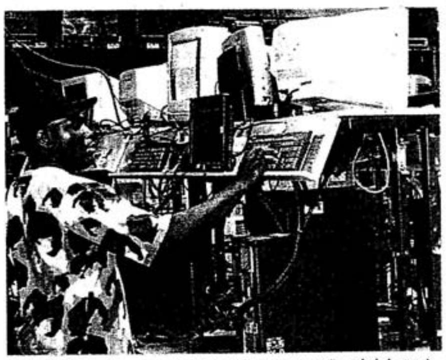
Double Standard #2

Unlike what they say to U.S. Legislators, TV companies tell their shareholders that recycling directly informs product design.

Company	Company's Recycling Facility in Japan	Company Reports How Recycling Informs Design
Panasonic	Panasonic built the Matsushita Eco Technology Center (METEC) in western Japan to meet its obligations under the household appliance recycling laws.	"...METEC...is amassing a wealth of recycling know-how and ideas from its daily processing of used products. METEC is providing feedback to product designers. Developing products that will be easier to dismantle and sort when they are recycled is an important way that Matsushita can help build a recycling society. This also lowers the cost of recycling, which is an important factor when it comes to maintaining and expanding the recycling system." http://panasonic.co.jp/eco/en/rpt2005/env03_01.html#C01
Sharp	Sharp and Mitsubishi launched the Kansai Recycle Systems facility in Osaka to recycle household appliances as required by federal law.	"Kansai...holds recycling design seminars aimed at providing product design engineers with feedback from the recycling plant on how to design easy-to-recycle products." http://sharp-world.com/corporate/eco/report/2005pdf/sharp24e.pdf
Mitsubishi	Operates the Higashama Recycling Center in Ichikawa City.	"Mitsubishi Electric's Higashihama Recycle Center is Japan's first recycling plant for the home appliance industry. We feed information gained there back to our product design division, plus share it with other companies in the industry to raise the level and quality of environmental response." http://global.mitsubishielectric.com/company/environ/index.html
Sony	Sony-manufactured televisions are now recycled at 15 recycling plants across Japan. Sony is the principal shareholder in one of the plants: Green Cycle Corp.	"The Recycling Research Center-established by Sony in October 1997-and Green Cycle cooperate to conduct research on the state of recycling in Japan. Feedback from such research helps television designers and engineers create new products that are easier to recycle." http://www.sony.net/SonyInfo/Environment/recycling/recycle/japan/index.html

Dallas Business Journal
OCTOBER 13-19, 2006 | $2.00

Plano in 'e-waste' crackdown



FRESH START: Intechra employee Shannon Davis prepares discarded electronic equipment for refurbishing or recycling at the company's facility in Carrollton.

Dallas also eyes pushing producers to resolve electronic trash problem

BY MARGARET ALLEN | STAFF WRITER

Anxious to stem a costly and polluting deluge of high-tech trash, Plano has become the first city in North Texas to nudge manufacturers of computers and other electronic devices to take back worn-out products from consumers.

But the Collin County suburb won't be the last.

The action by Plano — which includes new fees and a resolution urging a mandatory statewide solution to the problem — mirrors other so-called "producer take-back" initiatives now being considered in Texas and across the nation.

Those efforts are part of a fast-evolving national push by electronic manufacturers and U.S. lawmakers who hope to resolve the burgeoning and costly "e-waste" problem before others do it for them.

"Producer take-back" — holding manufacturers financially responsible for disposing of their electronic products once consumers have worn them out — is in its infancy in Texas and the United States. But new laws

'E-WASTE', P17

'E-WASTE': *Producer take-back movement now is 'coming to a peak'*

FROM PAGE 1

already are in force in Europe, where U.S. manufacturers now must comply with strict handling of electronic waste.

Currently it's legal in Texas to throw electronic trash into city-owned landfills. But municipalities are beginning to balk at the practice, mindful of pollution, potential liability and cost.

Over the next decade, it's estimated that Texas taxpayers, through local governments, will spend $606 million to dispose of old computers and televisions. That's $173 million for North Texas alone, experts say, with "e-waste" the fastest-growing waste stream in city-owned landfills.

The U.S. Environmental Protection Agency is developing guidance for e-waste. Four states — California, Maine, Maryland and Washington — already have passed producer take-back laws.

E-waste includes computer processing units, monitors, televisions, printers, scanners, copy and fax machines, phones and electronic game units. The devices contain lead, mercury, cadmium, chromium and flame retardants in significantly hazardous and toxic amounts, the EPA says.

The products also contain valuable materials, such as precious metals like copper, engineered plastics and glass. That has made them attractive to entrepreneurs in developing nations, where U.S. recyclers have been selling e-waste in huge quantities, sometimes violating the law. Activist groups have documented unsafe handling of the toxic materials by low-wage workers in China, Vietnam, the Philippines and Nigeria.

In North Texas, the city of Dallas will consider a resolution supporting producer take-back on Oct. 23, according to Laura Fiffick, director of the city's office of environmental quality. Her staff will brief the Dallas City Council's transportation and environment committee, Fiffick said. If a resolution passes there, it will go to the full council.

"It's one of those environmental topics that's coming to a peak right now," Fiffick said.

'Very expensive proposition'

The environmental group Texas Campaign for the Environment is helping spearhead the producer take-back movement in Texas. The group ultimately wants a federal law, said Robert Andrews, head of TCE's Dallas office.

In Texas, TCE is soliciting letters calling for producer take-back from the public, then delivering those to city council members to promote passage of a resolution. Besides in Plano, TCE has garnered support from residents in Arlington, Fort Worth, Denton, Highland Village, Grand Prairie, Garland and University Park, Andrews said. The goal is to have Dallas, Fort Worth and Arlington all on board by January, when state lawmakers convene for the 2007 legislative session.

That's the trend nationwide, which concerns the Virginia-based trade group, Electronic Industries Alliance. EIA represents the 1,300 companies that make up the bulk of the $400 billion, U.S. high-tech and electronics industries.

"We would like to see this addressed at the national level," said Richard Goss, senior director of environmental affairs for EIA. "But it's a very, very expensive proposition and there is broad disagreement about how to pay for it."

The cost of recycling computer monitors and televisions alone is estimated at up to $300 million annually, Goss said.

EIA is working under deadline pressure with the Congressional E-waste Working Group of the U.S. House of Representatives to resolve the issue by January.

"They are trying to get all the stakeholders together to hammer out something that everyone can live with," Goss said.

Austin-based computer maker Dell Inc. (Nasdaq: DELL), which has bowed in recent years to aggressive pressure from environmental groups, decided recently to formally support producer take-back legislation nationwide, including in Texas, according to Bryant Hilton, spokesman.

"It's a bit of a shift for us, policywise," Hilton said. "So now that's what we'll be communicating to lawmakers."

The shift coincides with the company's latest and most comprehensive version of its own producer take-back program. Dell, which from the start has been at the leading edge of producer take-back, started Sept. 29 taking all its old computers and printers free of charge from customers, including picking up and returning packaged products.

Dell recycled 39.6 million pounds of its product in 2005 under a less expansive version of the program, Hilton said. By 2009, it expects to have taken back 275 million pounds, he said. He had no cost estimates for the program.

Audit trail provided

In 2005, the city of Plano gathered about 55 tons of e-waste, said Shannon Unruh, the city's chemical education coordinator.

The city has hired Carrollton-based Intechra, one of the largest electronic asset disposition companies in the United States, to responsibly dispose of the old equipment.

With customers like Southwest Airlines Co., BAE Systems and Pier 1 Imports, the company boasted to www.solidwaste.com that in 2005 it kept 10,000 tons of e-waste out of landfills by remarketing and recycling.

The recycler, which doesn't sell its electronic trash overseas, provides an audited trail of all electronic trash, including each component that's removed, reused, remarketed or recycled, according to Colleen Sherman, Intechra's senior business development manager.

With the new disposal program, Plano's e-waste disposal is no longer free. To cover the cost, the city is charging $5 to dispose of monitors, $10 for TVs and 15 cents a pound for everything else, Unruh said. Owners of the e-waste pay the fees.

"The city of Plano has decided it's worth it to us to keep it out of the landfill," Unruh said. "Ninety-five percent of it will have to be broken down and sold as scrap. So you're paying someone to completely dismantle it and wipe the hard drive, and for the reporting.

"But we also feel it's a fair trade," she said. "Your Social Security number isn't going to end up somewhere in Asia."

mallen@bizjournals.com | 214-706-7119

ARGYLE ■ BARTONVILLE ■ COPPER CANYON ■ DOUBLE OAK ■ FLOWER MOUND ■ HIGHLAND VILLAGE ■ LANTANA

THE NEWS CONNECTION

FRIDAY, DECEMBER 15, 2006

COURTESY PHOTO

Jeffrey Jacoby, Staff Director for the Dallas branch of Texas Campaign for the Environment, speaks to the Highland Village City Council while fellow organizers display roughly half of the signatures collected during their petition drive.

HV council endorses recycling program

STEPHEN WEBSTER

stigative Reporter

On Tuesday, December 12, the Highland llage City Council voted in favor of a resolun supporting a bill in the Texas legislature it would require electronics manufacturers to er buy-back and recycling programs for outted goods.

The item was placed on the agenda after merous Highland Village residents wrote the uncil in support of the Texas Campaign for the Environment, whose members had been collecting petition signatures in the city.

During the council meeting, Texas Campaign for the Environment members presented over 600 signatures to the council, and spoke in support of the resolution.

"I just want to thank you for even thinking about putting this on your agenda to talk about it," said Robert Andrews of Duncanville, who came to the council in support of the group.

"It shows that you are concerned and inter-

Recycle

Continued from A1

ested in trying to improve our environment. Your constituents are very much behind this."

"This is an issue that affects our local governments, our state governments, our national government and everybody on an international level," said Robin Schneider, an Austin resident and the Executive Director of Texas Campaign for the Environment.

"Many people have electronics in their home," she continued. "I am one of them … A lot of us know that, in Texas, even thought you are allowed to throw them in the garbage, it is not a good idea. So we store them in our closets, in our garages or what-have-you. And for good reason! Because there's lead and mercury, cadmium, chromium and toxic fire retardants in computers that really don't belong in our landfills and need proper recycling and disposal.

"Unfortunately, what happens is that about 50 to 80 percent of these materials are shipped overseas to recyclers. These are very crude endangering the health and environment in other countries such as China, India, Nigeria and many, many others."

Two young members of Texas Campaign for the Environment stood up and unfurled a banner displaying all the signatures the group had collected from Highland Village residents.

"This has been one of the most pleasurable cities to work in since we arrived," said Jeffrey Jacoby, Staff Director for Texas Campaign for the Environment in the Dallas area.

"Over 600 of your constituents have signed statements of support encouraging local government officials to support producer take-back recycling initiatives in order to relieve taxpayers of the burden associated with the recycling and disposal of toxic electronics.

"Over 540 have written personal letters directly to this council and the Mayor in support of this issue. We've generated hundreds of members for our organization while working in Highland Village, and they have called on you as a council, as well as state legislators, to do the right thing, not only for the environment, and not only for their children, but for them as citizen consumers."

Members of the council appeared impressed.

"This council has had a very proactive stance on environmental issues," said Councilman Austin Adams. "We're one of the cities that has a yard waste compost program. Not too many cities will take that initiative, and a lot of yard waste still goes to landfills. We have two annual cleanups … We budget for household hazardous waste collection and proper disposal in the fall and spring." The councilman concluded by saying, "I think you have found a friendly ear among this council."

Councilman Brian Fiorenza made the initial motion in support of the resolution. The vote was unanimous. Highland Village has joined with Georgetown, Plano, Kyle and the Dallas Transportation and Environment Committee in requesting the Texas legislature to pass a bill requiring manufactures to initiate electronic take-back recycling programs.

For more information on the Texas Campaign for the Environment, visit www.texasenvironment.org.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. C.3

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

Issue
A traffic impact analysis at the intersection of U. S. Highway 75 and S. H. 691

Background
The TCOG Metropolitan Planning Organization (MPO) has asked the Cities of Sherman and Denison, Grayson County, and TxDOT to support a traffic impact analysis at the intersection of U. S. Highway 75 and S. H. 691 to be conducted and financed by the MPO. With the impending development at this intersection, this study is critical to facilitate appropriate development.

Origination
Jeff Miller, Sherman's representative on the MPO Board

Financial Consideration
The study would be performed by a consultant and financed by the Metropolitan Planning Organization, at no cost to the City of Sherman.

Staff Recommendation
It is recommended that the Council approve this resolution.

Alternatives
The Council could decide to not support this traffic impact analysis.

Attachments
Resolution No. 5007
Location Map

Prepared by:
Jeff Miller, Public Works/Engineering Director

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 5007

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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman recognizes a need for a traffic impact analysis due to current and proposed development at the intersection of U. S. Highway 75 and S. H. 691; and

WHEREAS, the City of Sherman recognizes this need as being a joint effort with the City of Denison, Grayson County, and the Texas Department of Transportation; and

WHEREAS, the proposed analysis is to be conducted and financed by the Metropolitan Planning Organization; and

WHEREAS, the City of Sherman fully supports and will work with the Metropolitan Planning Organization, the City of Denison, Grayson County and the Texas Department of Transportation in the preparation of the study;

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

SECTION 1. That the City of Sherman requests that the Transportation Policy Board place this item on their next agenda for approval of this special study.

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: ________________________________

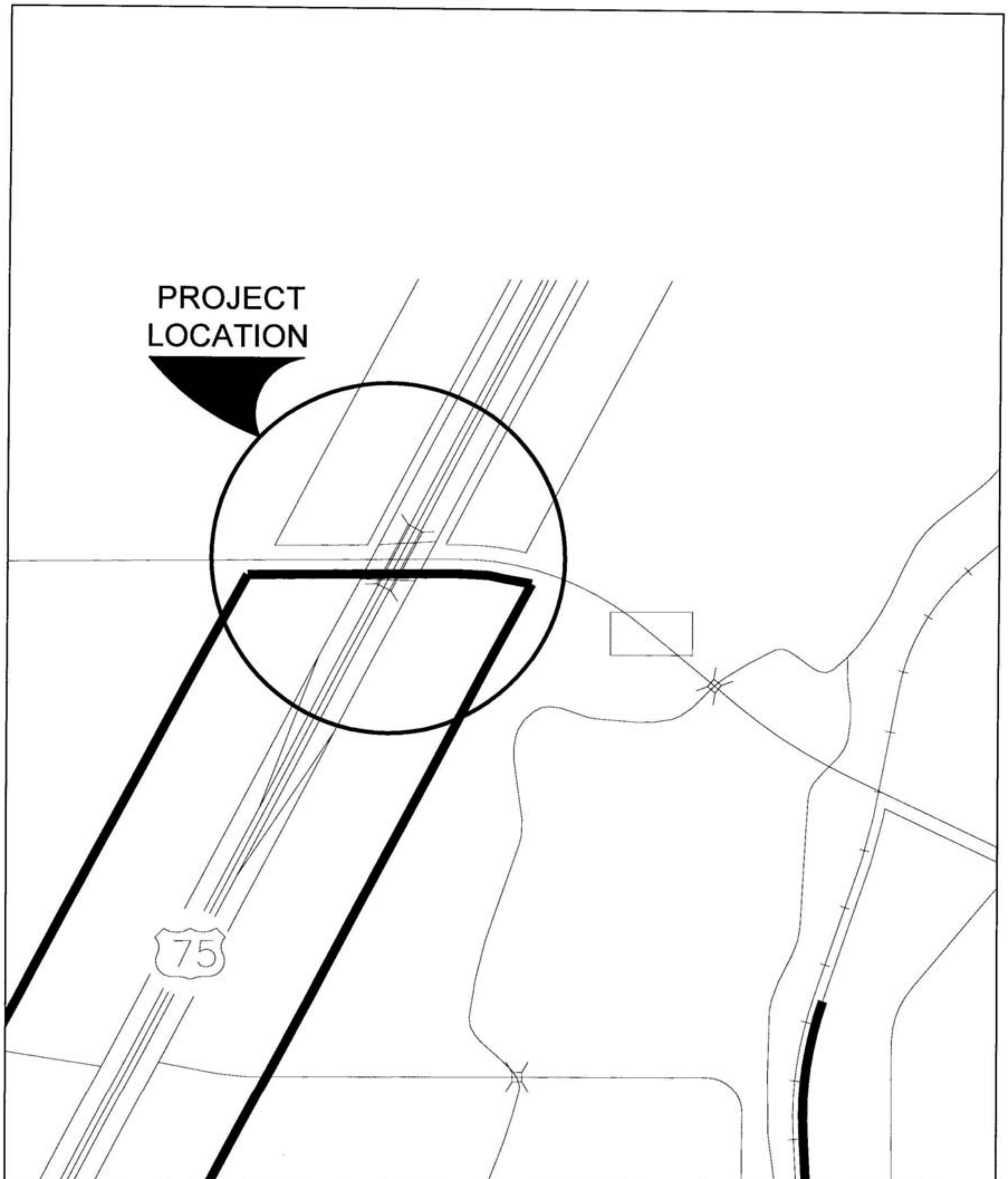
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY



City of Sherman, Texas

U.S. HWY 75 and F.M. 691 INTERSECTION

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. C.4

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

Issue

To consider an award of bid to Cranfill and Son Trucking for the purchase of seal coat coverstone for the 2007 Seal Coat Program

Background

Following the required advertising in the local newspaper and notices being sent to local material suppliers, three coverstone bids, meeting the City's specifications, were received and opened on April 23, 2007. Cranfill and Son Trucking submitted the low bid at $15.75 per ton.

Origination

Department of Public Works & Engineering

Financial Consideration

Funds for purchasing seal coat materials were appropriated in the fiscal year 2006-2007 Street Department budget. The unit cost from this low bidder was lower than was originally budgeted.

Staff Recommendation

The City Council is asked to award Cranfill and Son Trucking's bid of $15.75 per ton for up to 4,000 tons of seal coat coverstone for the 2007 Seal Coat Program.

Alternatives

As may be recommended by the City Council

Attachments

Bid Tab
Resolution No. 5008
Contract

Prepared by:
Jeffrey Miller, Public Works & Engineering Director

Approved by:
George Olson, Acting City Manager

COVERSTONE BID TAB

2007 SEAL COAT SEASON

Company	Bid
James Thorpe Co.	$17.20 per ton
Stringtown Materials Co.	$18.70 per ton
Cranfill & Son Trucking	$15.75 per ton

RESOLUTION NO. 5008

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; 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 Cranfill and Son Trucking is hereby awarded the bid in the total amount of Sixty-three Thousand Dollars and No Cents ($63,000.00) for an annual supply of coverstone 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 Cranfill and Son Trucking for an annual supply of coverstone for the 2007 Seal Coat Program, in accordance with all 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

CONTRACT OF SALE

THE STATE OF TEXAS	**§**	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GRAYSON	**§**	

THIS AGREEMENT, made and entered into by and between the **CITY OF SHERMAN,** a municipal corporation of the State of Texas, hereinafter called "BUYER", and **Wesley Michael, individually and doing business as CRANFILL AND SON TRUCKING,** hereinafter called "SELLER",

WITNESSETH:

SELLER agrees to sell and will deliver to BUYER, and BUYER agrees to purchase from SELLER, the crushed rock cornerstone as described in the bid proposal and specifications attached hereto as Exhibit "A" and incorporated herein for all purposes. As consideration for this contract, SELLER agrees to sell such crushed rock cornerstone at the prices specified therein in Exhibit "A."

Reference is hereby made to the specifications and requirements of Invitation to Bid prepared by BUYER and the Bid Sheet submitted by SELLER on, in answer to BUYER's Invitation to Bid. The terms and content in both BUYER's Invitation to Bid and SELLER's Bid Proposal, previously identified as Exhibit "A", are incorporated herein by reference and are part of this contract for all purposes.

SELLER hereby agrees to deliver the materials specified in Exhibit "A" to BUYER as directed by the BUYER.

BUYER retains the right to reject all or any materials delivered by SELLER that do not comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SELLER. Should any parts and supplies be rejected because of failure to meet specifications, and SELLER not supply conforming products within three (3) days of date of rejection, then BUYER may purchase such products from the next lowest bidder willing to honor its bid, and SELLER agrees to pay to BUYER in cash the difference in the Bid Proposals.

Payment of Monies Owed to the City of Sherman. BUYER may, in its discretion, apply any monies owed to SELLER, the contracting party under this agreement, in partial or complete satisfaction of any property taxes due or other monies owe the City of Sherman, which are or become delinquent during the term of this contract.

Insurance. SELLER agrees to carry insurance as specified in Exhibit "A" and to name the BUYER as an additional insured.

Indemnification. SELLER agrees to defend, indemnify, release and hold harmless BUYER, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses, including attorney fees, for personal injury (including death), property damage or other harm, for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by SELLER's breach of any of the terms or provisions of this Agreement, or by any negligent, grossly negligent, strictly liable act, or any omission of SELLER, its officers, agents, employees or subcontractors, in the performance of this Agreement (hereinafter "Claims"); except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of BUYER, its officers, agents, employees or separate contractors. In addition, this indemnification and save harmless shall apply to any imputed or actual joint enterprise liability.

Amendment of Contract. This agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of BUYER and by SELLER.

Assignment of Contract. 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 this Contract.

Severability. Any provision or part of this Contract is 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 the BUYER and SELLER, who agree that the Contract 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.

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

Conflicts. If there are any conflicts between the Contract and Exhibit "A", the provisions in the Contract prevail over the provisions in Exhibit "A."

Applicable Laws and Venue. This agreement shall be construed in accordance with the laws of the State of Texas, shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SELLER and on behalf of BUYER, City of Sherman, by its City Manager and attested by its City Clerk, effective the 1st MAY day of ______________, 2007.

SELLER:

CRANFILL AND SON TRUCKING, Individually, Wesley Michael as sole proprietor

BY: Wesley V. Michael

NAME: WESLEY MICHAEL
TITLE: Owner
ADDRESS: 301 HIDDEN VALLEY
SHERMAN, TEXAS 75092

BUYER:

CITY OF SHERMAN, TEXAS

BY: ______________________

GEORGE OLSON,
ACTING CITY MANAGER
220 W. MULBERRY :
SHERMAN, TEXAS, 75090

ATTEST:

BY: ______________________
NAME: ______________________
TITLE: ______________________

ATTEST:

BY: ______________________
LINDA ASHBY,
CITY CLERK

APPROVED:

____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. C.5

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

Issue
This item is to consider property tax abatement for the construction of a new single-family residence at 704 East Sycamore 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 $212.00 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. 5009
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. 5009

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; 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 704 East Sycamore 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

TAX YEAR	ABATEMENT
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 2, Block 1 of the Cupids Corner Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 704 East Sycamore 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
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

BY: ______________________

GEORGE OLSON
ACTING CITY MANAGER

ATTEST:

BY: ______________________

LINDA ASHBY
CITY CLERK

OWNER:
BARTON CAPITAL, LTD.

BY: ______________________
NAME: Ron Barton
TITLE: PRES

(CORPORATE SEAL)

ATTEST:

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: 704 E. SYCAMORE.

Summary Legal Description: Lot: 2 Block: 1 Addition: CUPIDS CORNER

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: $57,000.00

Estimated Date of Start of Construction: 4-11-07

Estimated Date of Completion of Project: 6-11-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): [signature] Date: 4-10-07

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER 707
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME	SUBDIVISION OR SURVEY	LOT	BLOCK	CENSUS TRACT
704 E. SYCAMORE	CUPID'S CORNER	2	1	

FLOOD ZONE ______ E. ZONING ______ TIME TO COMPLETE 180 DAYS

BASE FLOOD ELE. ______ FIRE ZONE ______

1ST FLOOR ELE. ______ PLANS ______

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT

1. ☒ NEW BUILDING
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 $ 53000.00

D. FEE $25.00

Sq. Ft. Main Bldg. 1499; Accs. Bldg. —

DESCRIPTION OF REPAIRS:

NEW HOME CONSTRUCTION

BESTE ELECTRIC — 903-815-5448

RED RIVER PLUMBING — 903-821-5715

MARKYL & SONS — 903-893-3060

#25 Stormwater

III BUILDING SPECS.

New Buildg. and Additions - Fill Out Parts F. - M.
Wrecking - Fill Out Part K Only
All Others Skip to IV

F. PRINCIPAL TYPE OF FRAME

- ☐ MASONRY (wall bearing)
- ☒ WOOD FRAME
- ☐ STRUCTURAL STEEL
- ☐ REINFORCED CONCRETE
- ☐ OTHER - SPECIFY ______

G. Principal Type of Heating Fuel

- ☐ GAS ☐ OIL
- ☒ ELECTRICITY ☐ COAL
- ☐ OTHER ______

H. TYPE OF SEWAGE DISPOSAL

- ☒ PUBLIC OR PRIVATE CO.
- ☐ INDIVIDUAL (Septic tank, etc.)

I. TYPE OF WATER SUPPLY

- ☒ PUBLIC OR PRIVATE CO.
- ☐ INDIVIDUAL (well, cistern)

J. ADDITIONAL INFO

RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO

WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO

K. DIMENSIONS

Number of Stories 1

TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 1581

TOTAL LAND AREA SQ. FT. ______

L. No. OFF-STREET PARKING SPACES

ENCLOSED 1

OUTDOORS 2

M. RESIDENTIAL BLDG. ONLY

No. of Bedrooms 3; No. of Bathrooms: Full 2, Partial X

IV IDENTIFICATION

	NAME	MAILING ADDRESS	PHONE
1. OWNER	Cupids Investment	715 S HWY 75 SHERMAN, TX 75090	903-868-4[illegible]
2. CONT.			
3. Architect			

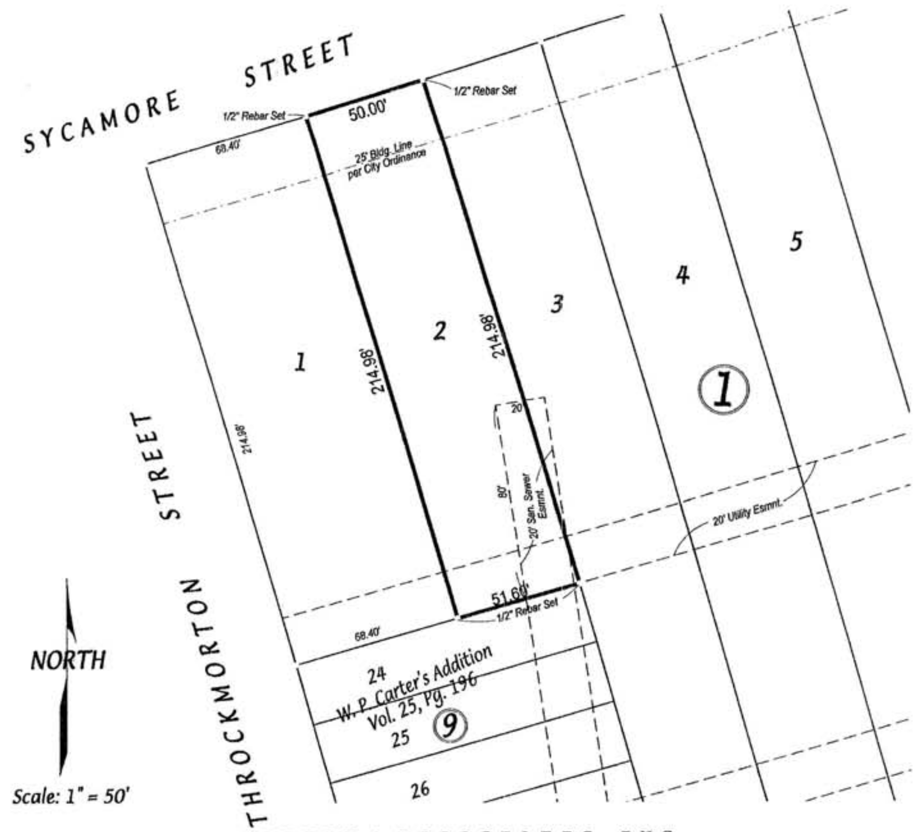
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman

[signature] SIGNATURE OF APPLICANT — 715 S HWY 75 SHERMAN ADDRESS — 4-10-07 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



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 HOMES INVESTMENT

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 15 th day of March, 2007 of the following described property:

Lot TWO (2) in Block ONE (1) of CUPIDS CORNER ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 19, Pages 28 & 29, Plat Records, Grayson County, Texas.

That the improvements located on said property are known as **704 E. SCYAMORE 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

STATE OF TEXAS
REGISTERED
MARSHALL SARTIN
3694
PROFESSIONAL
LAND SURVEYOR

CPDLOT-2.pcs

City of Sherman, Texas

700 EAST SYCAMORE

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. C.6

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

Issue
This item is to consider property tax abatement for the construction of a new single-family residence at 608 East Richards 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 $235.00 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. 5010
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. 5010

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; 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 608 East Richards 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

TAX YEAR	ABATEMENT
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 Pt of 9 thru 16 and alley, Block 6 of the W.P. Carters Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 608 E. Richards 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
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

BY: ______________________

GEORGE OLSON

ACTING CITY MANAGER

OWNER:
BARTON CAPITAL, LTD.

BY: Ron Barton

NAME: RON BARTON

TITLE: PRES

(CORPORATE SEAL)

ATTEST:

BY: ______________________

LINDA ASHBY

CITY CLERK

ATTEST:

BY: Ron Barton

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: 608E RICHARDS ,

Summary Legal Description: Lot: 1 Block: 6 Addition: W.P. CARTERSADD

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: 58,800.00

Estimated Date of Start of Construction: 4-11-07

Estimated Date of Completion of Project: 6-11-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): [signature] Date: 4-11-07

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER 212
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME	SUBDIVISION OR SURVEY	LOT	BLOCK	CENSUS TRACT
608 E. RICHARDS	W.P. CARTERS ADD.	1	6	

FLOOD ZONE ______ E. ZONING ______ TIME TO COMPLETE 180 DAYS
BASE FLOOD ELE. ______ FIRE ZONE ______
1ST FLOOR ELE. ______ PLANS ______

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1 ☒ NEW BUILDING
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 $58,800.00
D. FEE $25.00
Sq. Ft. Main Bldg. ______ Accs. Bldg. ______

DESCRIPTION OF REPAIRS:
NEW HOME CONSTRUCTION
Red River Plumbing - 903-821-5715
MARKYL & SONS - 903-893-3060
BESTE ELECTRIC - 903-564-6853

III BUILDING SPECS.
New Buildg. and Additions - Fill Out Parts F. - M.
Wrecking - Fill Out Part K Only
All Others Skip to IV

F. PRINCIPAL TYPE OF FRAME
☐ MASONRY (wall bearing)
☒ WOOD FRAME
☐ STRUCTURAL STEEL
☐ REINFORCED CONCRETE
☐ OTHER - SPECIFY ______

G. Principal Type of Heating Fuel
☐ GAS ☐ OIL
☒ ELECTRICITY ☐ COAL
☐ OTHER ______

H. TYPE OF SEWAGE DISPOSAL
☒ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (Septic tank, etc.)

I. TYPE OF WATER SUPPLY
☒ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (well, cistern)

J. ADDITIONAL INFO
RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO
WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO

K. DIMENSIONS
Number of Stories 1
TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 1108
TOTAL LAND AREA SQ. FT. 5000

L. No. OFF-STREET PARKING SPACES
ENCLOSED 0
OUTDOORS 3

M. RESIDENTIAL BLDG. ONLY
No. of Bedrooms 3
No. of Bathrooms Full 2 Partial —

IV IDENTIFICATION

	NAME	MAILING ADDRESS	PHONE
1. OWNER	Cupid Investments	715 S. Hwy 75 / Sherman, TX 75090	903-868-4201
2. CONT.			
3. Architect			

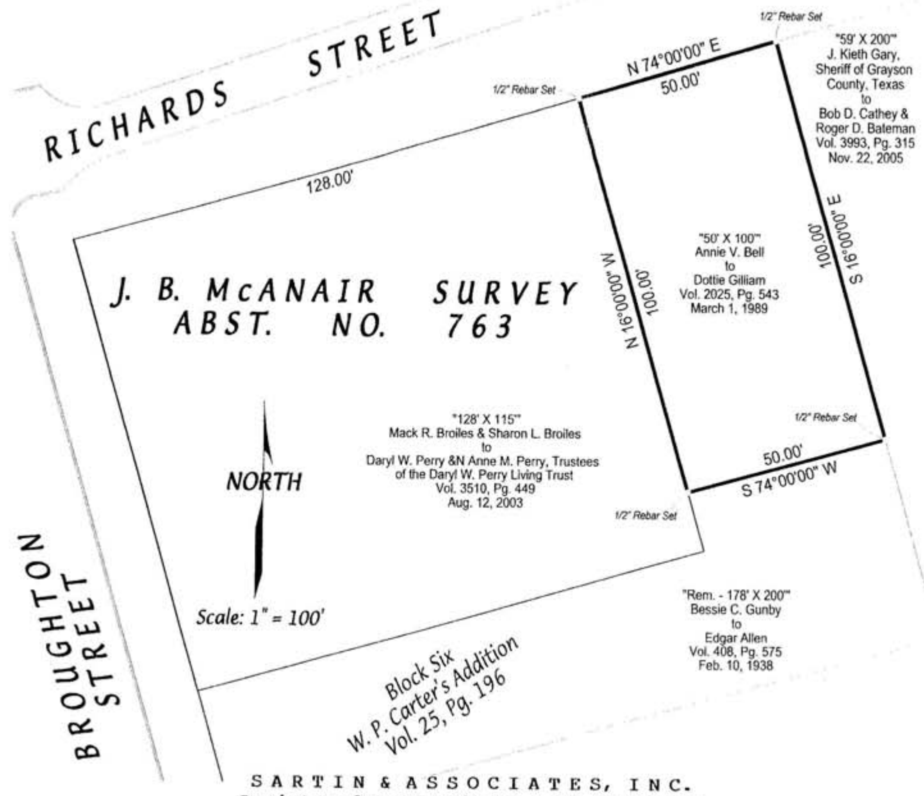
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman

[signature] SIGNATURE OF APPLICANT — 715 S. HWY 75 SHERMAN ADDRESS — 4-11-07 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



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 5 th day of September, 2006 of the following described property:

(LEGAL DESCRIPTION ATTACHED)

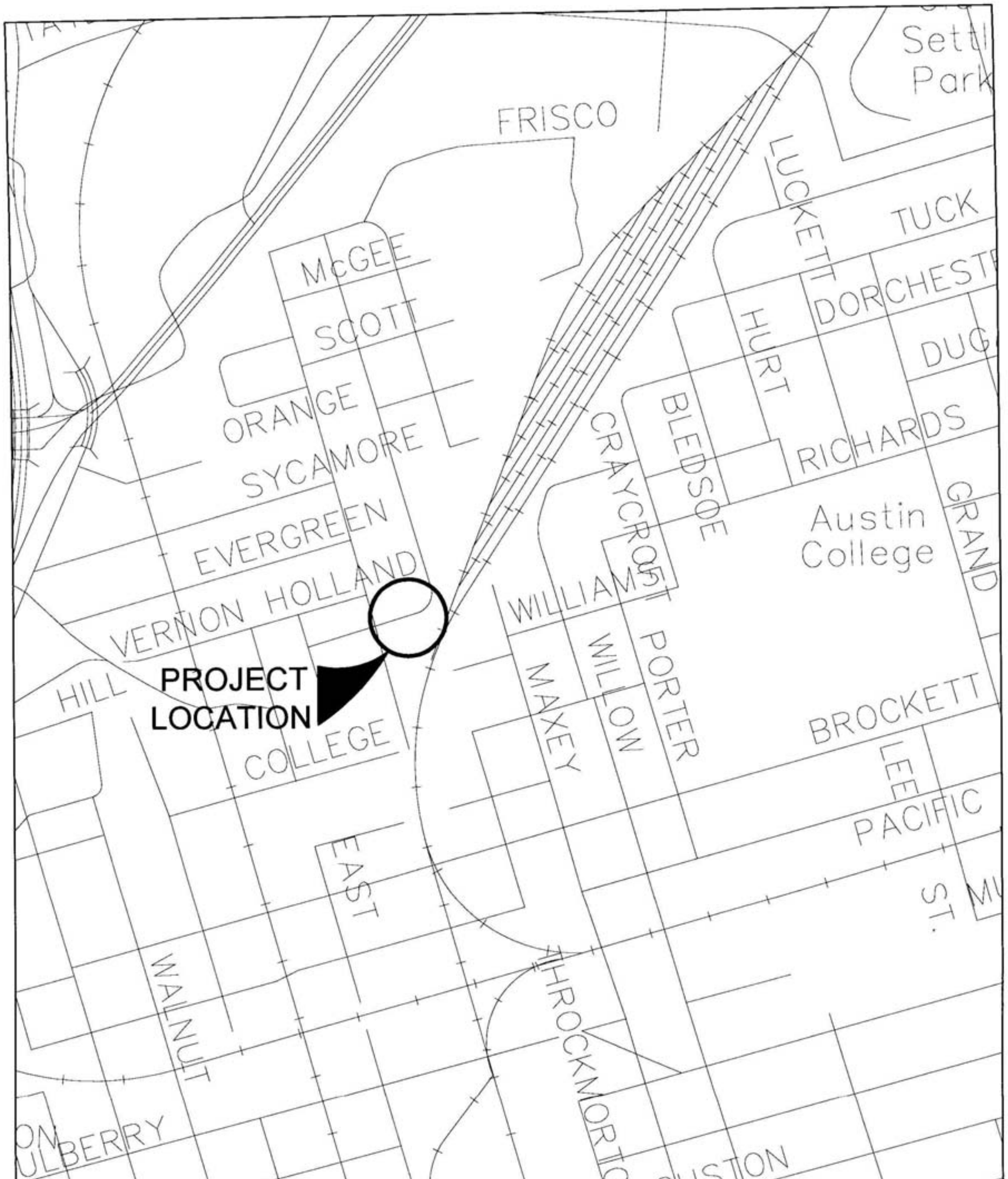
That the improvements located on said property are known as **608 E. RICHARDS STREET, SHERMAN, TEXAS** and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements 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

STATE OF TEXAS
REGISTERED
MARSHALL SARTIN
3694
PROFESSIONAL LAND SURVEYOR

608RICHA.pcs



City of Sherman, Texas

600 BLOCK EAST RICHARDS

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. C.7

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

Issue
This item is to consider property tax abatement for the construction of a new single-family residence at 510 South First 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 $235.00 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. 5011
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. 5011

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; 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 510 South First 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

TAX YEAR	ABATEMENT
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 South 38.75 feet of Lot 10, Block 1 of the G.Y. Gray's Supplement Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 510 South First 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.

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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.

CITY:
CITY OF SHERMAN, TEXAS

BY: ______________________

GEORGE OLSON

ACTING CITY MANAGER

OWNER:
BARTON CAPITAL, LTD.

BY: ______________________

NAME: Ron Barton

TITLE: Pres

(CORPORATE SEAL)

ATTEST:

BY: ______________________

LINDA ASHBY

CITY CLERK

ATTEST:

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: BURTON 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: 510 S. FIRST 6.1/. GRAY'S supplement ADD.

Summary Legal Description: Lot: 10 Block: 1 Addition: ______

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

Improvements:

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

Estimated Value of Improvements: $58,800.00

Estimated Date of Start of Construction: 4-12-07

Estimated Date of Completion of Project: 6-12-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): [signature] Date: 4-12-07

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER 219
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING	STREET NUMBER AND NAME: 510 S. FIRST	SUBDIVISION OR SURVEY: G. Y. GRAY'S	LOT: 10	BLOCK: 1	CENSUS TRACT
	FLOOD ZONE	E. ZONING	TIME TO COMPLETE 180 DAYS		
	BASE FLOOD ELE.	FIRE ZONE			
	1ST FLOOR ELE.	PLANS			

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1 ☒ NEW BUILDING
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 $ 58,800.00
D. FEE $25.00
Sq. Ft. Main Bldg. 1108
Accs. Bldg.

DESCRIPTION OF REPAIRS:
NEW HOME CONSTRUCTION
Red River Plumber - 903-821-5715
MARKYL + SONS HVAC - 903-893-3060
BESTE ELECTRIC - 903-564-6853
$25 Stormwater

III BUILDING SPECS.

New Buildg. and Additions - Fill Out Parts F. - M.
Wrecking - Fill Out Part K Only
All Others Skip to IV

F. PRINCIPAL TYPE OF FRAME
☐ MASONRY (wall bearing)
☒ WOOD FRAME
☐ STRUCTURAL STEEL
☐ REINFORCED CONCRETE
☐ OTHER - SPECIFY

G. Principal Type of Heating Fuel
☐ GAS ☐ OIL
☒ ELECTRICITY ☐ COAL
☐ OTHER

H. TYPE OF SEWAGE DISPOSAL
☒ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (Septic tank, etc.)

I. TYPE OF WATER SUPPLY
☒ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (well, cistern)

J. ADDITIONAL INFO
RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO
WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO

K. DIMENSIONS
Number of Stories 1
TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 1108
TOTAL LAND AREA SQ. FT. 3681

L. No. OFF-STREET PARKING SPACES
ENCLOSED 0
OUTDOORS 3

M. RESIDENTIAL BLDG. ONLY
No. of Bedrooms 3
No. of Bathrooms Full 2 Partial —

IV IDENTIFICATION

	NAME	MAILING ADDRESS	PHONE
1. OWNER	CUPID INVESTMENTS	715 S HWY 75 Sherman, TX 75090	903-868-4201
2. CONT.			
3. Architect			

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

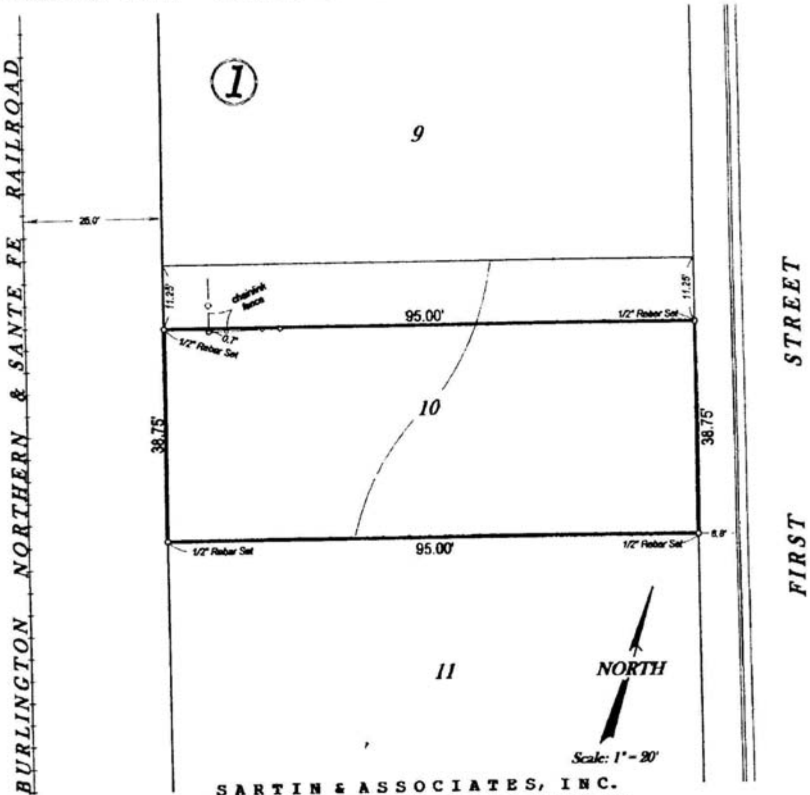
SIGNATURE OF APPLICANT ______ ADDRESS 715 S. HWY 75 DATE 4-12-07

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 HOMES

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 13 th day of July, 2006 of the following described property:

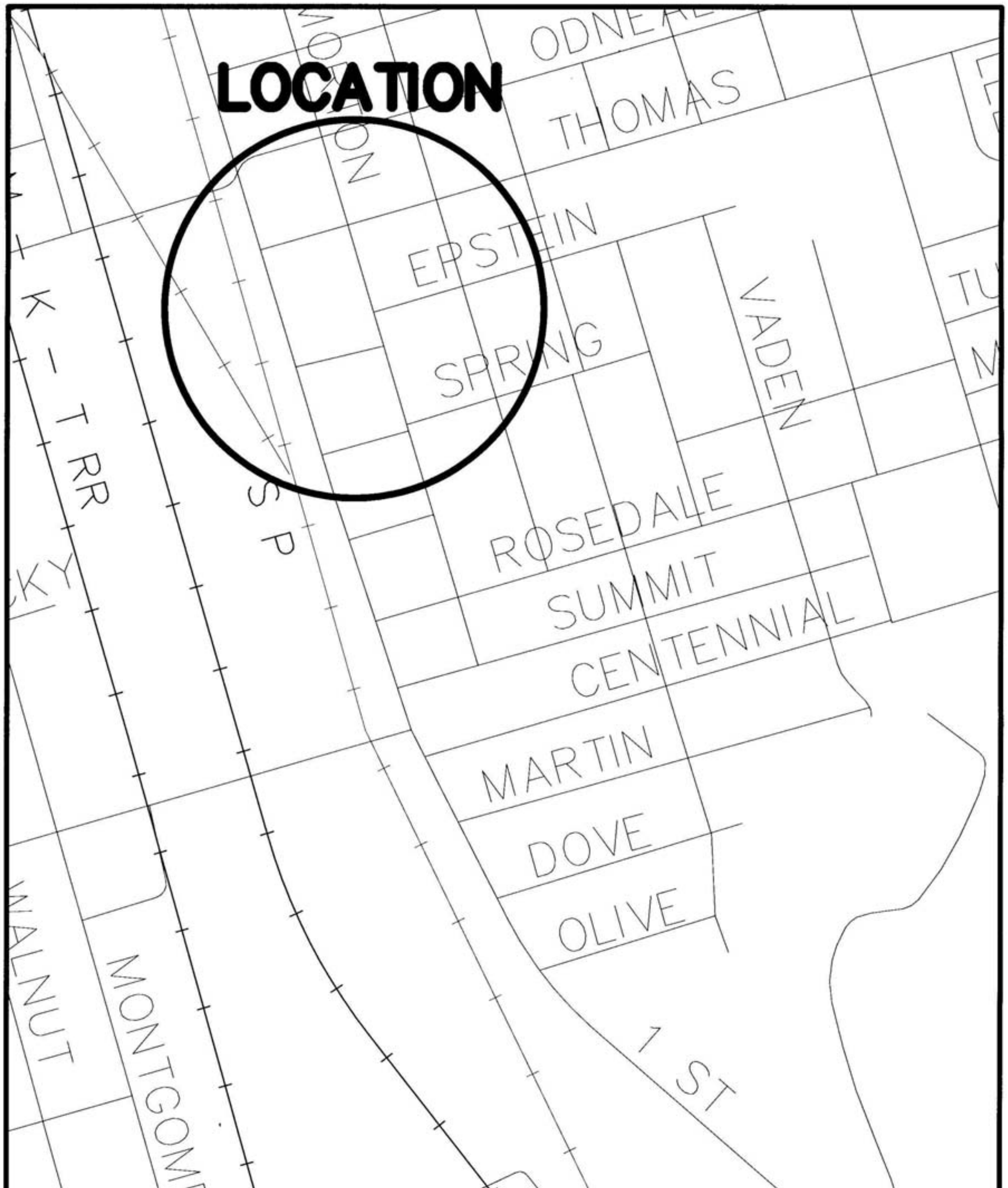
The South Thirty eight and seventy five one hundreds feet (38.75 feet) of Lot TEN (10) in Block ONE (1) of G. Y. GRAY'S SUPPLEMENT ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 309, Page 493, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as **510 S. FIRST 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

510FIRST.PCS



500 BLOCK SOUTH FIRST STREET

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. C.8

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

Issue
This item is to consider property tax abatement for the construction of a new single-family residence at 1113 East 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
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 $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.

Attachments
Resolution No. 5012
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. 5012

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; 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 1113 East 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 **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

TAX YEAR	ABATEMENT
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 12, Block 2 of the J.P. Geren's Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 1113 E. 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
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

BY: ______________________

GEORGE OLSON

ACTING CITY MANAGER

OWNER:
BARTON CAPITAL, LTD.

BY: ______________________

NAME: Ron BARton

TITLE: Pres

(CORPORATE SEAL)

ATTEST:

BY: ______________________

LINDA ASHBY

CITY CLERK

ATTEST:

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: 1113 E. JONES

Summary Legal Description: Lot: 12 Block: 2 Addition: J.P. GERENS 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: $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): [signature] Date: 4-18-07

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER 236
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME	SUBDIVISION OR SURVEY	LOT	BLOCK	CENSUS TRACT
1113 E. JONES	J.P. GEREN'S ADD.	12	2	

FLOOD ZONE ______ E. ZONING ______ TIME TO COMPLETE 180 DAYS

BASE FLOOD ELE. ______ FIRE ZONE ______

1ST FLOOR ELE. ______ PLANS ______

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1 ☒ NEW BUILDING
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 $ 65,800.00

D. FEE $25.00

Sq. Ft. Main Bldg. 1388 / Accs. Bldg. ______

DESCRIPTION OF REPAIRS:
NEW HOME CONSTRUCTION
RED RIVER PLUMBING - 903-821-5715
MARKYL & SONS HVAC - 903-893-3060
BESTE ELECTRIC - 903-564-6853

#25 Stormwater

III BUILDING SPECS.

New Buildg. and Additions - Fill Out Parts F. - M.
Wrecking - Fill Out Part K Only
All Others Skip to IV

F. PRINCIPAL TYPE OF FRAME
☐ MASONRY (wall bearing)
☒ WOOD FRAME
☐ STRUCTURAL STEEL
☐ REINFORCED CONCRETE
☐ OTHER - SPECIFY ______

G. Principal Type of Heating Fuel
☐ GAS ☐ OIL
☒ ELECTRICITY ☐ COAL
☐ OTHER ______

H. TYPE OF SEWAGE DISPOSAL
☒ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (Septic tank, etc.

I. TYPE OF WATER SUPPLY
☐ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (well, cistern)

J. ADDITIONAL INFO
RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO
WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO

K. DIMENSIONS
Number of Stories 1
TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS ______
TOTAL LAND AREA SQ. FT. 6624

L. No. OFF-STREET PARKING SPACES
ENCLOSED 1
OUTDOORS 2

M. RESIDENTIAL BLDG. ONLY
No. of Bedrooms 3 No. of Bathrooms Full 2 Partial X

IV IDENTIFICATION

	NAME	MAILING ADDRESS	PHONE
1. OWNER	Cupid Investments	715 S. HWY 75 SHERMAN, TX 75090	903-868-4201
2. CONT.			
3. Architect			

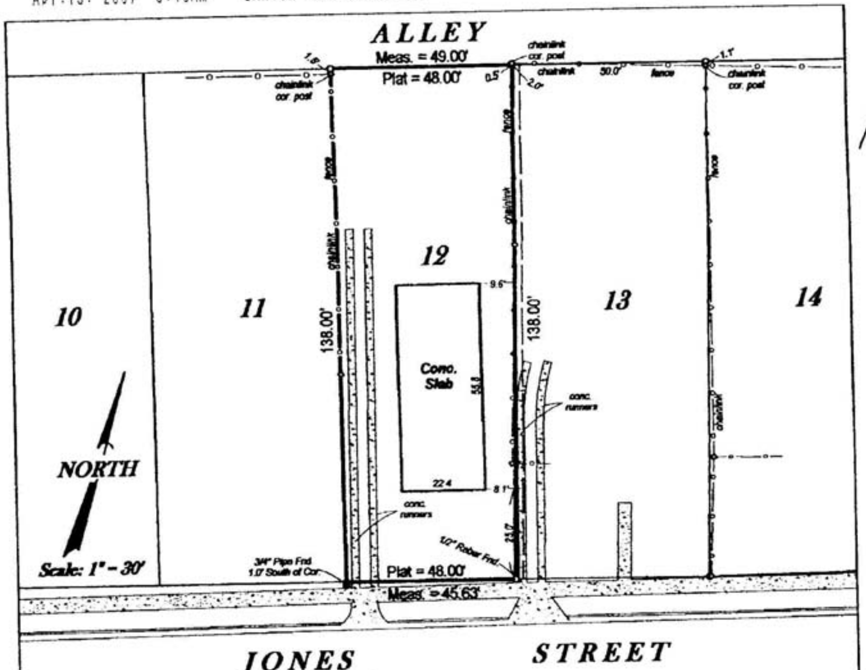
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman

[signature] SIGNATURE OF APPLICANT — 715 S. HWY 75 ADDRESS — 4-18-07 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



1113 E. JONES

4'9½" on each side = 10% of lot size

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 11 th day of April, 2007 of the following described property:

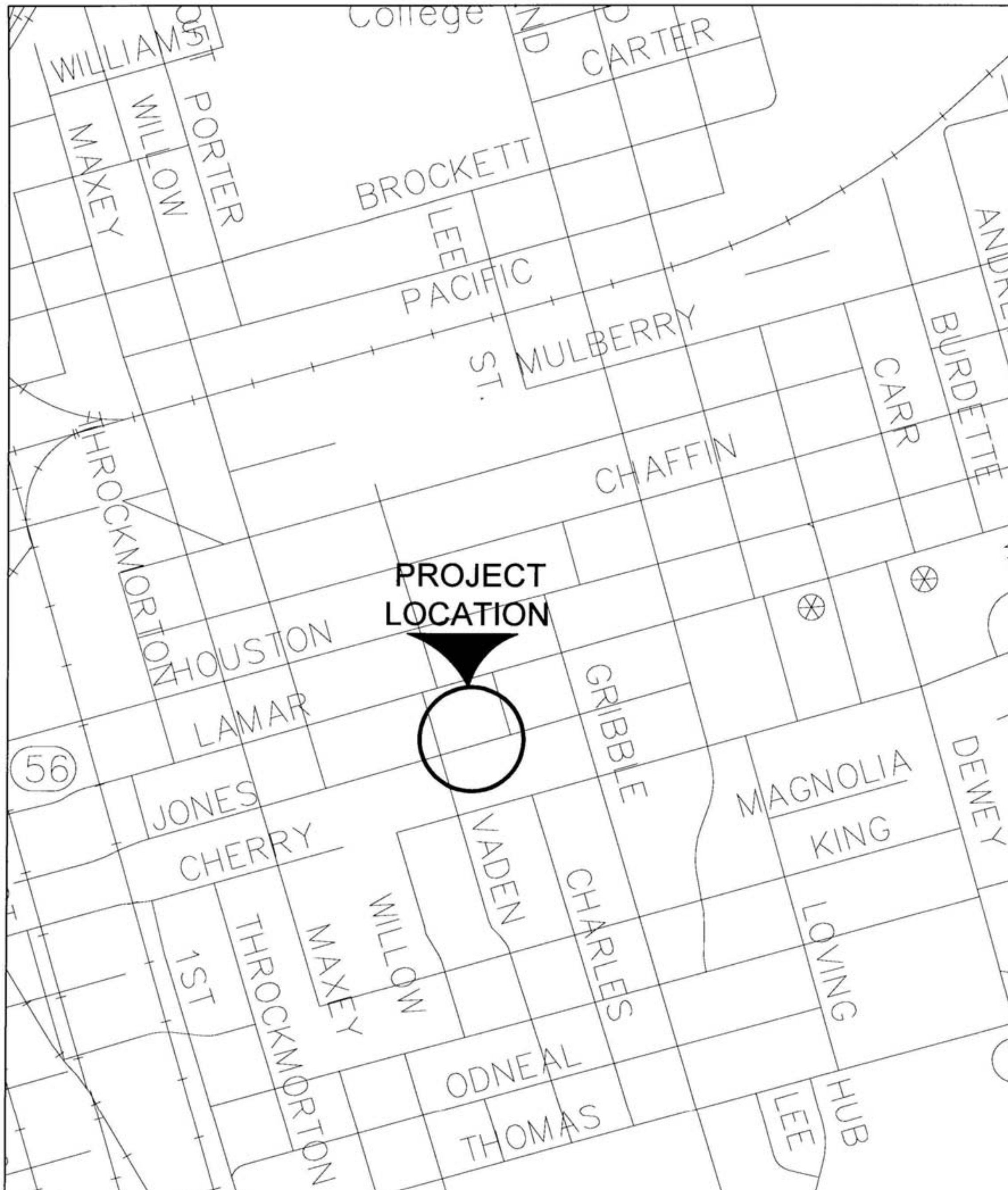
The West Forty eight feet (48.00 feet) of Lot TWELVE (12) of J. P. GEREN'S ADDITION, (A Subdivision of Lots 1, 2, and 3 in Block 2 of John A. Fitches Addition) to the City of Sherman, Texas as shown by plat of record in Volume 105, Page 106, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as **1113 E. 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

1113JONE.PCS



City of Sherman, Texas

1100 BLOCK EAST JONES ST

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. C.9

**** 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

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 2224 South First 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

Ana Torres, 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 $380.00 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. 5013
Residential Tax Abatement Agreement
Application
Building Permit Application
Legal Description
Location Map

Prepared by:
Robby Hefton, Director of Finance/Administration

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 5013

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; 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 Ana Torres, 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 Ana Torres for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 2224 South First 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 **ANA TORRES**, hereinafter referred to as OWNER.

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 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

TAX YEAR	ABATEMENT
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 4 Less West 4 feet, Block 5 of the Shamrock Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 2224 South First 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 PO Box 1106 Sherman, Texas 75091-1106 (903) 892-7200	Ana Torres P.O. Box 3541 Sherman, Texas 75091 (903) 818 - 3703

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

BY: ______________________

GEORGE OLSON

ACTING CITY MANAGER

OWNER:
ANA TORRES

BY: Ana Torres

NAME: Ana Torres

TITLE: Owner

(CORPORATE SEAL)

ATTEST:

BY: ______________________

LINDA ASHBY

CITY CLERK

ATTEST:

BY: ______________________

NAME: ______________________

TITLE: ______________________

APPROVED AS TO FORM
AND CONTENT:

____
DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Ana Torres

Mailing Address: P.O. Box 3541

Telephone Number: 903-818-3703

Contact (if different than owner):

Name: ______

Mailing Address: ______

Telephone Number: ______

Property:

Physical Address: 2224 S. first Sherman Tx

Summary Legal Description: Lot: 4 Block: 5 Addition: Shamrock Addn.

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

Improvements:

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

Estimated Value of Improvements: 95,000

Estimated Date of Start of Construction: 4-6-07

Estimated Date of Completion of Project: 8-1-07

Description of Project: Construction single family Home residential

Applicant(s): Ana Torres Date: 4-5-07
Alfonso Torres

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER ~~175~~ 182
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME	SUBDIVISION OR SURVEY	LOT	BLOCK	CENSUS TRACT
2224 S. First	Shamrock Addn	4	5	

FLOOD ZONE ______ E. ZONING ______ TIME TO COMPLETE 180 DAYS
BASE FLOOD ELE. ______ FIRE ZONE ______
1ST FLOOR ELE. ______ PLANS ______

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1 ☐ NEW BUILDING
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 $ 95,000.00

D. FEE ______

Sq. Ft. Main Bldg. 2408
Accs. Bldg.

DESCRIPTION OF REPAIRS: Construct single family

Elec - Alfonso Torres
Plumb - Adair
HVAC - Gene Hardesty

#25 Stormwater

III BUILDING SPECS.

New Buildg. and Additions - Fill Out Parts F. - M.
Wrecking - Fill Out Part K Only
All Others Skip to IV

F. PRINCIPAL TYPE OF FRAME
☑ MASONRY (wall bearing)
☐ WOOD FRAME
☐ STRUCTURAL STEEL
☐ REINFORCED CONCRETE
☐ OTHER - SPECIFY ______

G. Principal Type of Heating Fuel
☑ GAS ☐ OIL
☐ ELECTRICITY ☐ COAL
☐ OTHER ______

H. TYPE OF SEWAGE DISPOSAL
☑ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (Septic tank, etc.

I. TYPE OF WATER SUPPLY
☑ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (well, cistern)

J. ADDITIONAL INFO
RESIDENTIAL TAX ABATEMENT ☑ YES ☐ NO
WILL THERE BE AN ELEVATOR? ☐ YES ☑ NO

K. DIMENSIONS
Number of Stories 1.5
TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS ______
TOTAL LAND AREA SQ. FT. ______

L. No. OFF-STREET PARKING SPACES
ENCLOSED 1
OUTDOORS 4

M. RESIDENTIAL BLDG. ONLY
No. of Bedrooms 4
No. of Bathrooms Full 3 Partial 1

IV IDENTIFICATION

	NAME	MAILING ADDRESS	PHONE
1. OWNER	Ana Torres	PO Box 3541 Sherman TX 75091	903 818 3703
2. CONT.			
3. Architect			

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

X Ana Torres ______ 3/29/07
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

Bk Vol Pg
00028193 OR 3951 797

EXHIBIT "A"

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Preston Kitchen Survey, Abstract No. 667, being a portion of Lot 4, Block 5, of Shamrock Addition, an addition to Sherman, Texas by plat of record in Volume 3, Page 18, of the Plat Records, Grayson County, Texas, also being a part of a 19.47 acre tract of land conveyed to Patricia Kay Starkey by deed of record in Volume 3599, Page 667, of the Official Public Records, Grayson County, Texas, being more particularly described as follows:

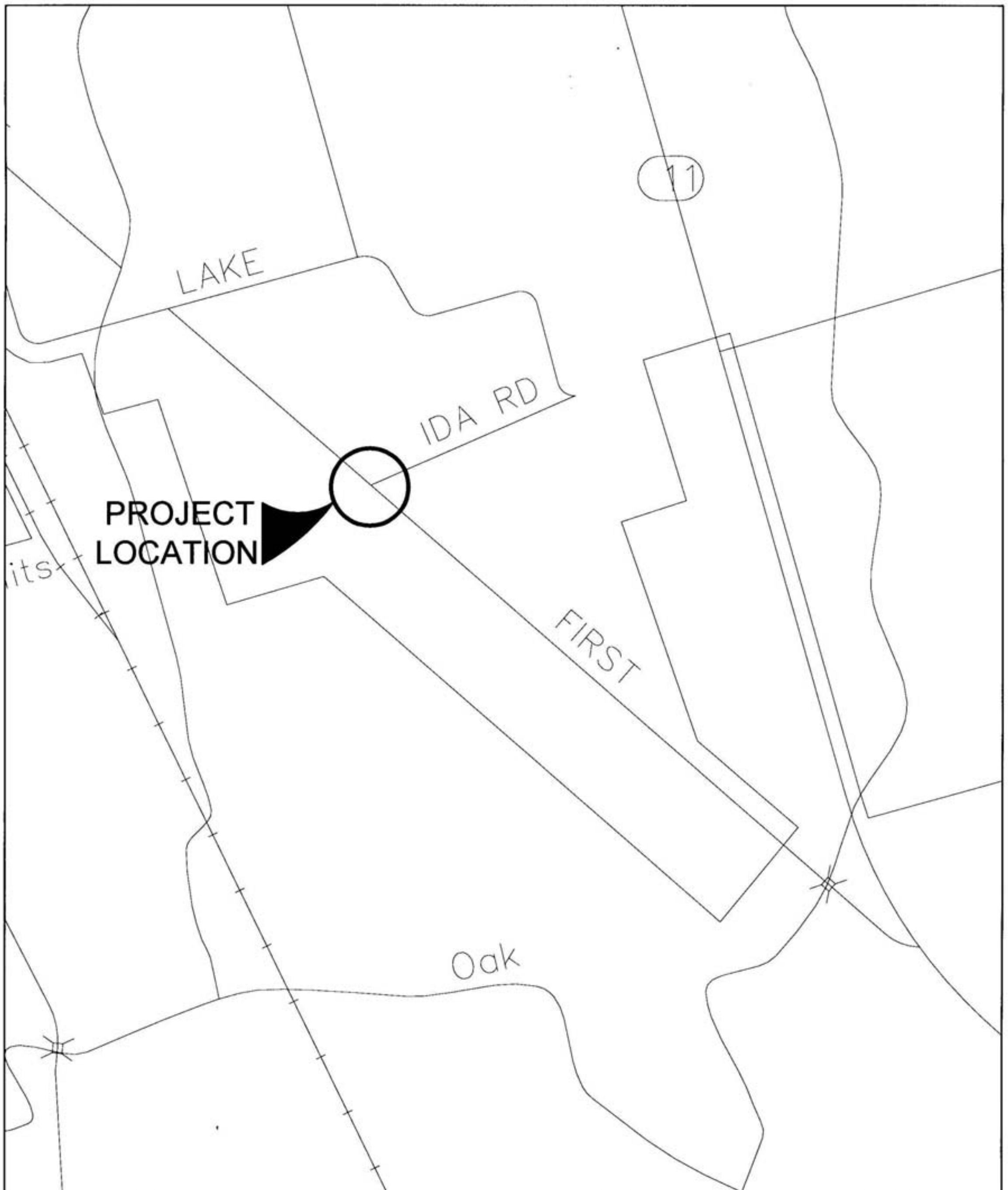
Beginning at a ½" steel rod set in the south right-of-way line of First Street, said rod being South 49°30'00" East a distance of 4.00 feet from the southeast corner of Lot 3, Block 5, of said Shamrock Addition;

Thence South 49°30'00" East with said south right-of-way line a distance of 282.50 feet to a 1/2" steel rod set at the northeast corner of a 5.008 acre tract of land conveyed to Carl Blair, et ux, by deed of record in Volume 1901, Page 262, of the Real Property Records, Grayson County, Texas;

Thence South 75°00'13" West with an existing fence line a distance of 242.69 feet to a ½" steel rod set for the southwest corner of said herein described tract;

Thence North 49°30'00" West with an existing fence line a distance of 145.03 feet to a ½" steel rod set at the most southerly corner of Lot 3, said rod maintaining the northwest corner of said herein described tract;

Thence North 40°30'00" East with the line being 4 feet south and parallel with the south line of said Lot 3 a distance of 200.00 feet to the Point-of-Beginning and containing 0.981 acres of land.



City of Sherman, Texas

2000 SOUTH FIRST STREET

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. C.10

**** 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 at 615 South First Street

Issue

This item is to consider property tax abatement for the moving and renovation of a new single-family residence at 615 South First 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 moving and renovation of a new single-family residence at this location. This lot is in the designated zone for residential tax abatements.

Origination

Cruz Alva, 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 $123.00 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. 5014
Residential Tax Abatement Agreement
Application
Building Permit Application
Renovation Costs
Location Map

Prepared by:
Robby Hefton, Director of Finance/Administration

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 5014

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; 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 Cruz Alva, 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 Cruz Alva for the abatement of ad valorem property taxes for a period of ten (10) years, for the moving and renovation of one (1) single-family residence at 615 South First 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 **CRUZ ALVA**, 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

TAX YEAR	ABATEMENT
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:

Moving and Renovation of one (1) single-family residence at the following location:

Being Lots 8 & 9, Block 5 of the W. Elliott's Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 615 South First 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 PO Box 1106 Sherman, Texas 75091-1106 (903) 892-7200	Cruz Alva 405 S. Dewey Sherman, Texas 75090 (903) 893 - 9918

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

BY: ______________________

GEORGE OLSON

ACTING CITY MANAGER

OWNER:
CRUZ ALVA

BY: Cruz alva

NAME: CRUZ ALVA

TITLE: OWNER

(CORPORATE SEAL)

ATTEST:

BY: ______________________

LINDA ASHBY

CITY CLERK

ATTEST:

BY: ______________________

NAME: ______________________

TITLE: ______________________

APPROVED AS TO FORM
AND CONTENT:

____
DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Cruz Alva

Mailing Address: 405 S. Dewey

Telephone Number: 903 893-9918

Contact (if different than owner):

Name: ______

Mailing Address: ______

Telephone Number: ______

Property:

Physical Address: 615 S. First St.

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

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

Improvements:

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

Estimated Value of Improvements: Estimated Move + improvements 30,850.00 C.A

Estimated Date of Start of Construction: 3|5|07

Estimated Date of Completion of Project: 8|1|07

Description of Project: Remodele house to be moved onto designated lot at 615 S First

Applicant(s): Cruz alva Date: 3|1|07

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER ~~108~~
OCCUPANCY NUMBER 109

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME	SUBDIVISION OR SURVEY	LOT	BLOCK	CENSUS TRACT
615 S. First				

FLOOD ZONE ______ E. ZONING ______ TIME TO COMPLETE 180 DAYS

BASE FLOOD ELE. ______ FIRE ZONE ______

1ST FLOOR ELE. ______ PLANS ______

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1. ☐ NEW BUILDING
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 $ 7000.00

D. FEE 25.00

Sq. Ft. Main Bldg. 864 / Accs. Bldg. ______

DESCRIPTION OF REPAIRS:
Move in single family

Elec - Charles Allen
Plumb - Robert Taylor
HVAC - Tony Wilson

30,850.00 C-A

#25 Stormwater

III BUILDING SPECS.

New Buildg. and Additions - Fill Out Parts F. - M.
Wrecking - Fill Out Part K Only
All Others Skip to IV

F. PRINCIPAL TYPE OF FRAME
- ☐ MASONRY (wall bearing)
- ☑ WOOD FRAME
- ☐ STRUCTURAL STEEL
- ☐ REINFORCED CONCRETE
- ☐ OTHER - SPECIFY ______

G. Principal Type of Heating Fuel
- ☑ GAS ☐ OIL
- ☐ ELECTRICITY ☐ COAL
- ☐ OTHER ______

H. TYPE OF SEWAGE DISPOSAL
- ☑ PUBLIC OR PRIVATE CO.
- ☐ INDIVIDUAL (Septic tank, etc.

I. TYPE OF WATER SUPPLY
- ☑ PUBLIC OR PRIVATE CO.
- ☐ INDIVIDUAL (well, cistern)

J. ADDITIONAL INFO
- RESIDENTIAL TAX ABATEMENT ☑ YES ☐ NO
- WILL THERE BE AN ELEVATOR? ☐ YES ☑ NO

K. DIMENSIONS
- Number of Stories 1
- TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS ______
- TOTAL LAND AREA SQ. FT. ______

L. No. OFF-STREET PARKING SPACES
- ENCLOSED ______
- OUTDOORS 2

M. RESIDENTIAL BLDG. ONLY
- No. of Bedrooms 2
- No. of Bathrooms Full 1 Partial ______

IV IDENTI-FICATION

	NAME	MAILING ADDRESS	PHONE
1. OWNER	Cruz Alva	405 S. Dewey Sherman, TX 75090	903 893 9918
2. CONT.			
3. Architect			

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

X Cruz Alva
SIGNATURE OF APPLICANT ______ ADDRESS ______ 2/28/07 DATE

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

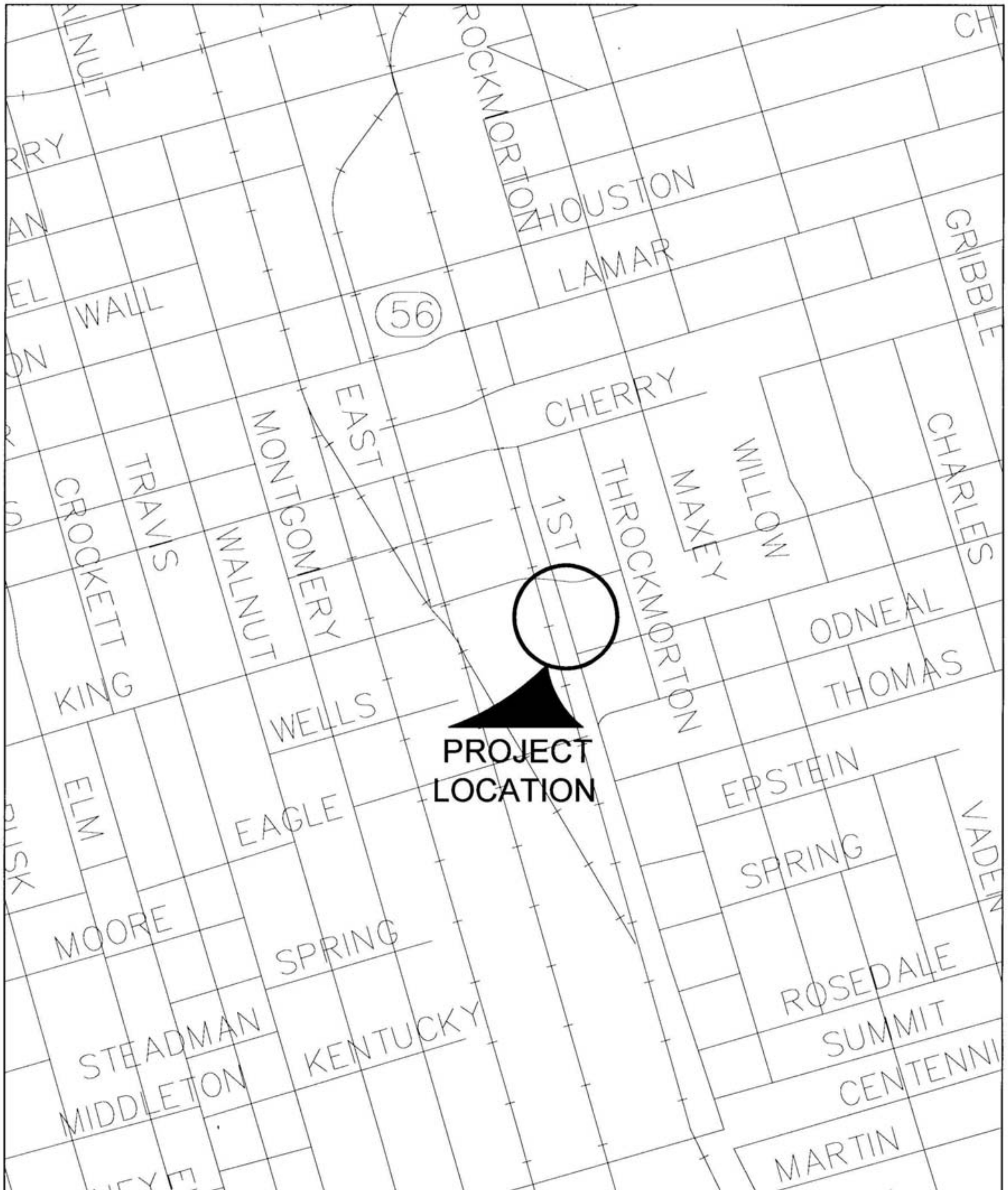
APPROVED 3-21 20 07 DENIED ______ 20 ______ Buddy [illegible] BUILDING OFFICIAL SIGNATURE

Estimations of Renovations
615 S First st.
Sherman Tx

1. Lot improvements, dirt , leveling, drive, foundation:		$9500.00
2. HVAC system.		$1500.00
3. Electrical , meter base, wire, upgrades:		$5000.00
4. Plumbing, sanitary hook up, upgrades:		$2000.00
5. Patching from move, and remodel		$5000.00
	Total	$ 23,000.00

Move house — — 7,500.00
Tractor Rental to dig footings 350.00

Total 30,850.00



City of Sherman, Texas

600 BLOCK SOUTH FIRST STREET

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. C.11

**** 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

Issue

This item is to consider property tax abatement for the renovation of the structure at 205 East Houston Street to a single-family residence.

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 renovation of an existing commercial structure in the central business district to a single-family residence at this location. As part of the central business district, this lot is in the designated zone for residential tax abatements.

Origination

Tom Longo, 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 $100.00 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. 5015
Residential Tax Abatement Agreement
Application
Building Permit Application
Property Description
Location Map

Prepared by:
Robby Hefton, Director of Finance/Administration

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 5015

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; 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 Tom Longo, 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 Tom Longo for the abatement of ad valorem property taxes for a period of ten (10) years, for the renovation of 205 East Houston Street into one (1) single-family residence, 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 **TOM LONGO**, 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

TAX YEAR	ABATEMENT
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:

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

Being Lot Part of 5 & 7, Block 12 of the Old Town Plat (OTP) Sherman Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 205 E. Houston 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 PO Box 1106 Sherman, Texas 75091-1106 (903) 892-7200	Tom Longo 213 Island View Pottsboro, Texas 75076 (903) 870 - 4725

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:
TOM LONGO

BY: ______________________

GEORGE OLSON

ACTING CITY MANAGER

BY: Thom Longo

NAME: Tom Longo

TITLE: owner

(CORPORATE SEAL)

ATTEST:

BY: ______________________

LINDA ASHBY

CITY CLERK

ATTEST:

BY: ______________________

NAME: ______________________

TITLE: ______________________

APPROVED AS TO FORM
AND CONTENT:

____

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Tom Longo

Mailing Address: 213 Island View Pottsboro Tx 75076

Telephone Number: 903-870-4725

Contact (if different than owner):

Name: same as above

Mailing Address:

Telephone Number:

Property:

Physical Address: 205-207 E Houston Sherman Tx 75090

Summary Legal Description: Lot: PT 5&7 Block: 12 Addition: OTP Sherman

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: $ 25,000

Estimated Date of Start of Construction: May 1 07

Estimated Date of Completion of Project: July 1 07

Description of Project: renovating approx 1650 sq. ft. @ 205 E Houston into a 2 bedroom 2 bath residential dwelling using a open loft floorplan

Applicant(s): [signature] Date: 4-7-07

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER 140
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME	SUBDIVISION OR SURVEY	LOT	BLOCK	CENSUS TRACT
205/207 E. Houston				

FLOOD ZONE ______ E. ZONING ______ TIME TO COMPLETE 180 DAYS

BASE FLOOD ELE. ______ FIRE ZONE ______

1ST FLOOR ELE. ______ PLANS ______

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1 ☐ NEW BUILDING
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 $ 25,100.00

D. FEE NC

Sq. Ft. Main Bldg. 11,520
Accs. Bldg.

DESCRIPTION OF REPAIRS:
Renovate Commercial Bldg for residential

Elec -
Plumb -
HVAC -

III BUILDING SPECS.

New Buldg. and Additions - Fill Out Parts F. - M.
Wrecking - Fill Out Part K Only
All Others Skip to IV

F. PRINCIPAL TYPE OF FRAME
☐ MASONRY (wall bearing)
☐ WOOD FRAME
☐ STRUCTURAL STEEL
☐ REINFORCED CONCRETE
☐ OTHER - SPECIFY ______

G. Principal Type of Heating Fuel
☑ GAS ☐ OIL
☐ ELECTRICITY ☐ COAL
☐ OTHER ______

H. TYPE OF SEWAGE DISPOSAL
☑ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (Septic tank, etc.

I. TYPE OF WATER SUPPLY
☑ PUBLIC OR PRIVATE CO.
☐ INDIVIDUAL (well, cistern)

J. ADDITIONAL INFO
RESIDENTIAL TAX ABATEMENT ☑ YES ☐ NO
WILL THERE BE AN ELEVATOR? ☐ YES ☑ NO

K. DIMENSIONS
Number of Stories 2
TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS ______
TOTAL LAND AREA SQ. FT. ______

L. No. OFF-STREET PARKING SPACES
ENCLOSED ______
OUTDOORS ______

M. RESIDENTIAL BLDG. ONLY
No. of Bedrooms 2 No. of Bathrooms Full 2 Partial ______

IV IDENTI-FICATION

	NAME	MAILING ADDRESS	PHONE
1. OWNER	Tim Kongo	213 Seward View Pittsburg TX 75676	903870 4735
2. CONT.			
3. Architect			

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

X Tim Kongo ______ 1/3/07
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

ntreis

Profile Report

205 E HOUSTON 205-207, SHERMAN, TX. Grayson County

General Property Description

Improved SqFt: 2,100	School District: SHERMAN ISD	Zone:
Built: 0	Bedrooms:	Stories:
Effective/Depreciation Year: 2000	Total Rooms:	MLS Area: 37
Baths: 0/0	Map Book/Page/Coord: CG/63/U	MLS Sub Area: 0
Subdivision: OTP SHERMAN		Census Tract/Block: 481810016.02 / 1

Land Characteristics

Acreage: 0.0700	Land SqFt: 3,110	Depth: 100
Land Use: COMMERCIAL - REAL PROPERTY - F1		Front: 31
Panel: 48181C0145D	Flood Zone: X	Floodway: N/A
Latitude: 33.637130	Longitude: -96.607800	

County Appraisal District Property Values

	2006	Change (%)	2005	Change (%)	2004
Total Value:	$44,763	$11,983 (37%)	$32,780	$0 (0%)	$32,780
Imprv:	$35,629		$29,760		$29,760
Land:	$9,134		$3,020		$3,020
Total Taxes:	$1,213.49	$324.85 (36%)	$888.64	$1.94 (0%)	$886.70
Parcel ID:	S034218111701		Card: 139530		Lot: PT 5
Short Parcel ID:	161900				
CAD Mkt Val:	$44,763		Exempt Status:		Block: 12

Legal Desc: OTP SHERMAN, BLOCK 12, LOT PT 5 & 7, 31.1X100 3110 SF 31.1X100 3110 SF

Property Characteristics

Foundation:	Swimming Pool: No	Heat:
Fireplace: No	Roof:	Misc2:
Air Cond.:	Garage Sq Ft:	
Exterior Walls:	Style:	Misc5:
Misc3:	Misc1:	Misc4:

903 465 4500
564

Deed and Sales Information

Last Sold:	Sales Amt:	
Last Deed Date: Apr 1992	Loan Amount:	Lender Name:

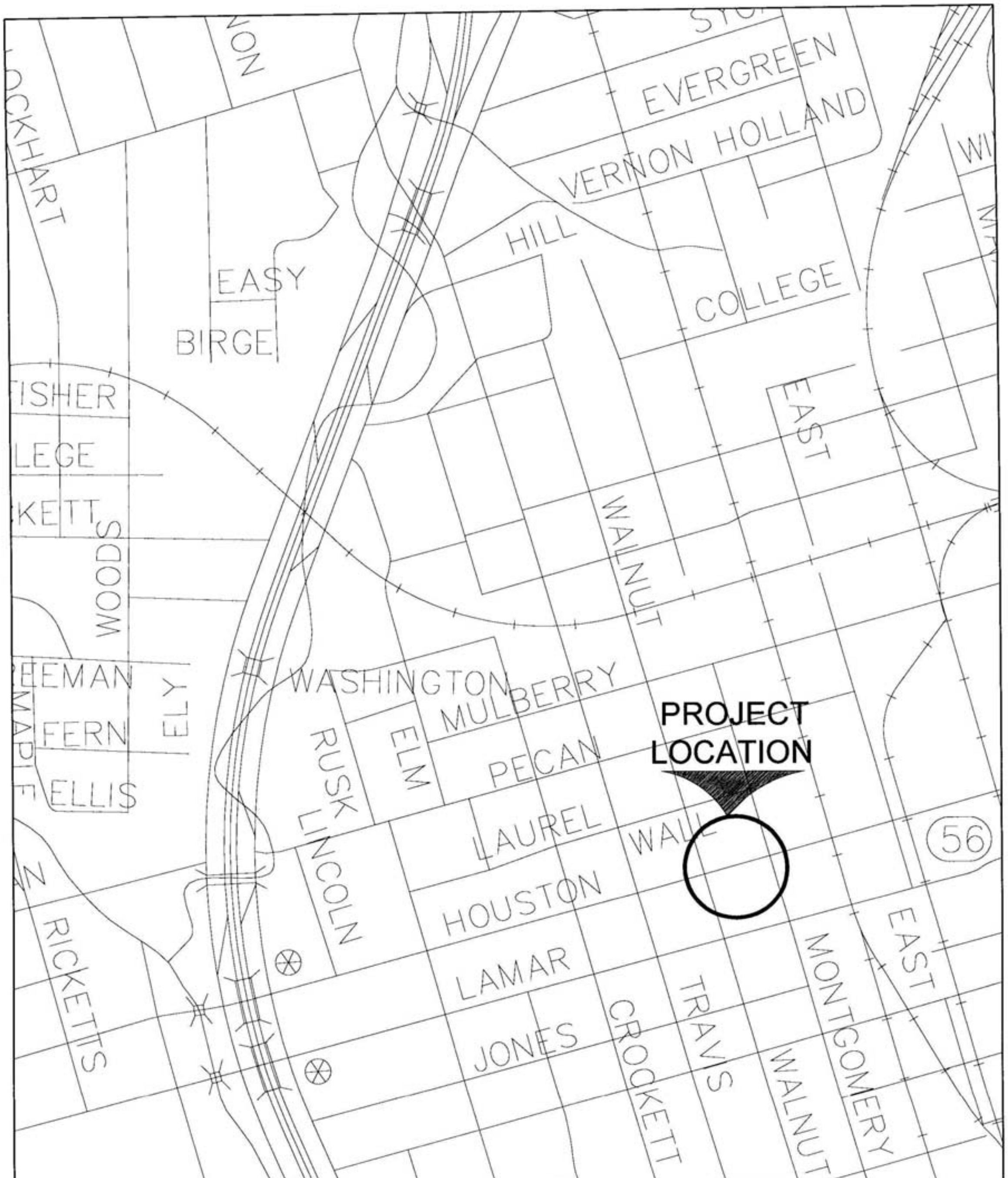
Taxpayer Information

Name: NORMAN SUE C
Address: 96 MELROSE CR DENISON, TX 75020

Owner Information

Name: NORMAN SUE C & Rick 903-465-4443
Address: 96 MELROSE CR DENISON, TX 75020

PROPERTY INFO



City of Sherman, Texas

200 BLOCK EAST HOUSTON

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. D.1

OTHER BUSINESS
Receive the Police Department's Presentation on Digital Patroller Video Cameras and In-Car Computers

Issue
The Police Department will make a presentation on their recently purchased digital patroller video cameras and in-car computers.

Background
Digital Patroller (Video Cameras) – Barring a few minor issues, this project is complete and fully implemented. The digital video cameras are now installed in all seventeen patrol vehicles. These cameras ensure the Police Department is in compliance with the State Racial Profiling Law and records officer activities such as traffic stops and crime scenes. There are a variety of benefits associated with this new equipment, including reliability, ease of operation, video storage capacity, and video transfer capabilities.

Mobile Computer Terminals (Laptops) – This project is mostly complete with *Panasonic Toughbook* laptops installed in all seventeen patrol vehicles. These laptops also serve as the monitors for our new in-car digital cameras (above). Currently, these laptops offer "voiceless dispatching" of calls for service and allow officers in the field to make driver's license, vehicle, and suspect queries, previously only available through dispatch. Training is underway and software is installed, which will allow officers to enter offense reports directly from the laptops with a wireless upload to the server at the Police Department.

Origination
Police Chief Tom Watt

Financial Consideration
There is no financial impact to this agenda item.

Council Action Requested
There is no action required of the City Council.

Attachments
None

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, Acting City Manager

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. D.2

**** OTHER BUSINESS***

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)

Issue

To consider the Final Plat approval of the Friendship Ranch Addition, an 18.5 Acre Plat in the Fielding Bacon Survey, Abstract No. 119, being a rural type subdivision in the City's Extra Territorial Jurisdiction (ETJ) located in the 400 Block of North Friendship Road

Background

The property is located in the City's ETJ in the 400 block of North Friendship Road, south of Washington Street. The owners would like to plat the property into eight lots for a gated residential development.

Origination

Friendship Ranch Joint Venture, Nathan McClure and Jim Hildalgo (Owners); Teague, Nall and Perkins (Engineers); and Underwood Drafting and Surveying (Surveyors).

Board Recommendation

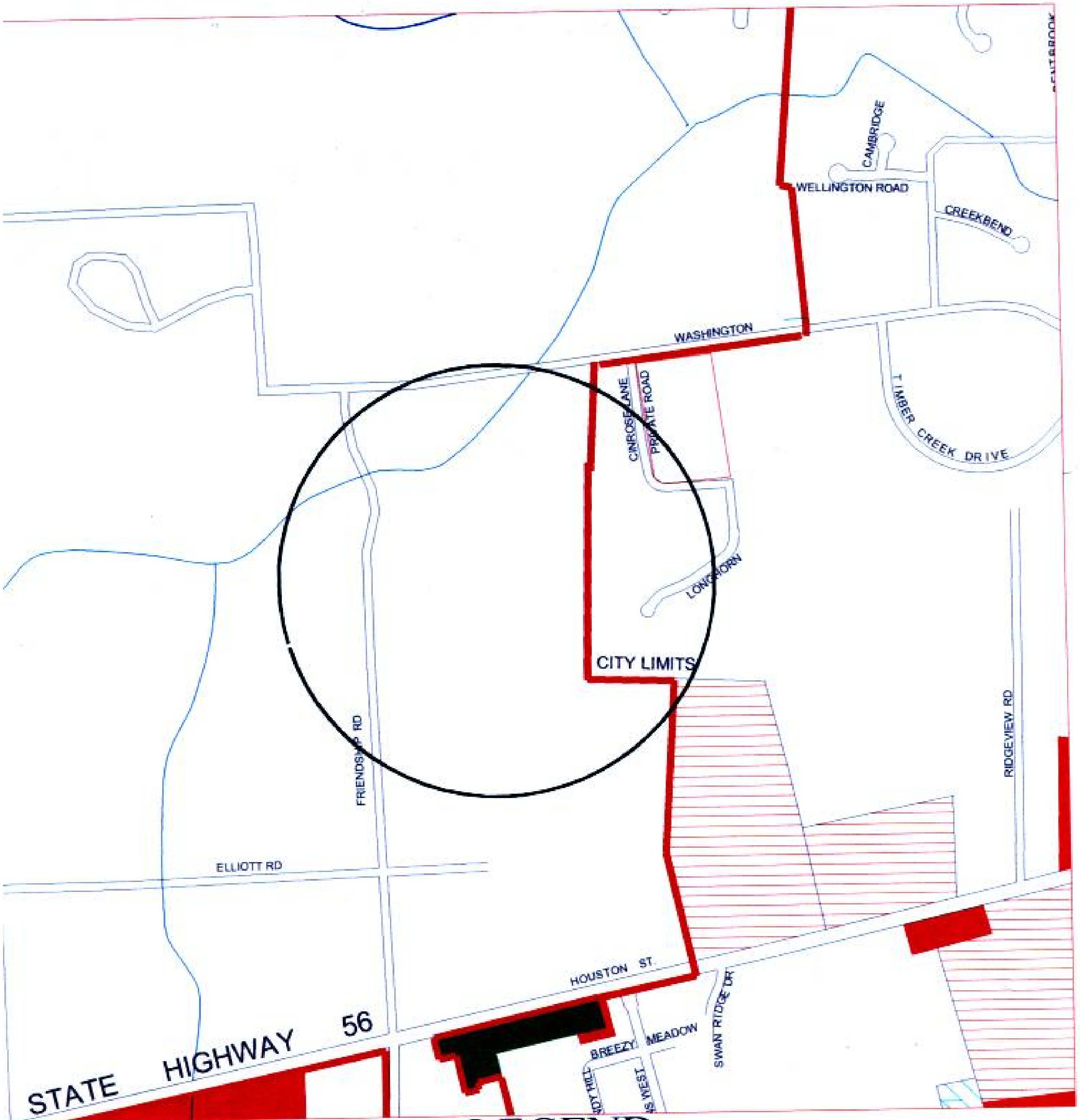
At the April 17, 2007 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letters

Prepared by:
Scott Shadden, Developmental Services Director

Approved by:
George Olson, Acting City Manager



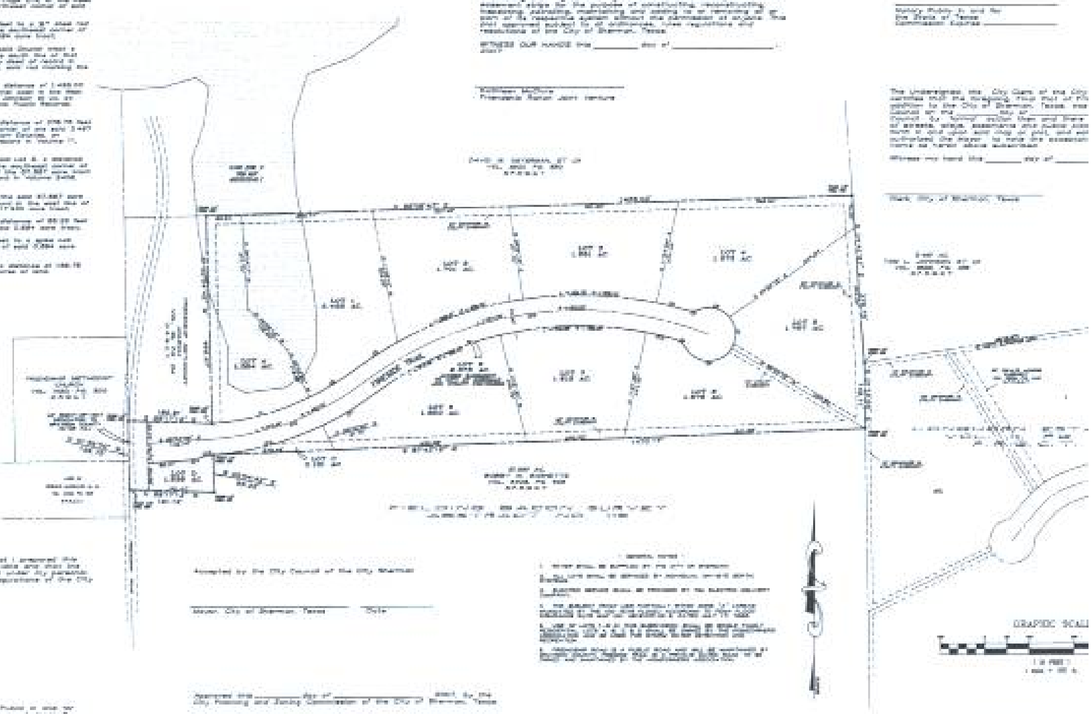
LEGEND

R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	M-2	HEAVY MANUFACTURING DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	M H	MANUFACTURED HOUSING DISTRICT
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT		BLALOCK INDUSTRIAL PARK
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT	O-1	OVERLAY DISTRICT - 75 & 82
C-1	RETAIL BUSINESS DISTRICT	O-1.1	OVERLAY DISTRICT - 1417
C-2	GENERAL COMMERCIAL DISTRICT	O-1.2	OVERLAY DISTRICT -SAM RAYBURN FREEWAY
CO	OFFICE DISTRICT	CPO	COLLEGE PARK OVERLAY
M-1	LIGHT MANUFACTURING DISTRICT	A&C	ARTS & CULTURAL OVERLAY DISTRICT
M-1.5	MEDIUM MANUFACTURING DISTRICT	CBD	CENTRAL BUSINESS DISTRICT

FRIENDSHIP RANCH FINAL PLAT

Department of Developmental Services

Scale: 1 inch = 400.0 feet



FINAL OF
FRIENDSHIP RANC
AN ADDITION TO SHERMAN
BEING 18.614 ACRES SITUAT
FIELDING BACON SURVEY, AE
GRAYSON COUNTY, TE

AGENDA ITEM #7

City of Sherman

Planning and Zoning Commission

Board of Adjustments

Agenda Communication Form

April 17, 2007

Willie Steele, Chairman

Jim Jacobs, Vice Chairman	**Jason Bethel, Commissioner**
Kelsel Thompson, Commissioner	**John Nix, Commissioner**
Jason Sofey, Commissioner	**Lawrence Davis, Commissioner**
Steve Jones, Commissioner	**Robert Softly, Commissioner**

400 Block of North Friendship Road
18.5 acres in the Fielding Bacon Survey, Abstract No. 119
Final Plat

Requested Action/Proposed Use:
Final Plat of Friendship Ranch, being a rural type subdivision in the Extra Territorial Jurisdiction of the City of Sherman.

Adjacent Zoning:
R-1 (One and Two Family Residential) District

Origination:
Friendship Ranch Joint Venture, (Nathan McClure and Jim Hildalgo) (Owners), Teague, Nall and Perkins (Engineers) and Underwood Drafting & Surveying (Surveyors)

Consideration:
Master Plan Designation: Residential
The final plat would be accepted as a plat in the ETJ and would come into the City of Sherman at completion of the annexation process if accepted by the City Council.

Recommendations:
It is recommended that the final be approved and forwarded to the City Council for final action.

Attachments:
Location map
Photographs
Final Plat
Staff Review Letter

Prepared By:	**Approved By:**
Rita Gaither,	**Scott Shadden,**
Development Coordinator	**Developmental Services Director**

STAFF REVIEW LETTER

April 9, 2007

Friendship Ranch Partners
1528 Crescent Drive
Sherman, Texas 75092

Dear Applicant,

The request for approval of the Final Plat of Friendship Ranch, 400 Block of North Friendship, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. All requirements of the staff review letter to the Preliminary Plat (copy attached) shall be complied with prior to filing of the final plat.
2. All bearings in the legal description require a degree symbol.
3. Note #5 of the General Notes shall include verbage that Lots A, B, C, and D are non-buildable lots and cannot be sold.
4. A utility easement requirement (20') is needed for the water main within Lot B (street).
5. Fire hydrants, cul-de-sacs and access systems shall comply with city codes.
5. Letters from the various utility companies are required verifying availability of service. (Contacts to be made by the City).
6. Original tax certificates for the property must be furnished prior to recording of the plat.
7. Any other changes made to the final plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

Respectfully,

Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

cc: George Olson, Acting City Manager
Mark Gibson, Director of Utilities
Doreen E. McGookey, City Attorney
Rita Gaither, Development Coordinator
Underwood Drafting & Surveying
Perry Elliott, Fire Marshal
Jeff Miller, Director of Public Works and Engineering
James Shankles, Jr., P.E., City Engineer
Teague, Nall and Perkins

STAFF REVIEW LETTER

January 11, 2007

Friendship Ranch Partners
1528 Crescent Drive
Sherman, Texas 75092

Dear Applicant,

The request for approval of the Preliminary Plat of Friendship Ranch being a rural type subdivision in the Extra Territorial Jurisdiction of the City of Sherman, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 16, 2007 at 6:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. This land lies in the extra territorial jurisdiction of the City of Sherman. Annexation will be required and should begin immediately. The plat is being reviewed using the City of Sherman rules and regulations.
2. If the subdivision is to be developed with private streets the following items shall be considered and reviewed in more detailed prior to the final plat and the developer shall agree to provide the city a copy of an agreement with these terms:
    a) Streets shall be built under the same standards and guidelines as if they were public streets.
    b) A subdivision developed with private streets must have a mandatory property owners association which includes all property served by private streets. This association shall be responsible for the maintenance of the private streets and appurtenances.
    c) The street itself must be a lot owned by the association and must provide an easement to the city and all utility providers for access.
    d) The city shall not pay for any portion of the cost of construction or maintaining private streets. All other requirements and fees related to development are still applicable and must be paid by the developer.
    e) Entrances to all private streets must be manned 24 hours a day or must provide an alternative means of ensuring access to the subdivision by the city and other utility service providers with appropriate identification.
    f) There shall be language on the final plat, property deeds and property owner association documents that cover items such as a waiver of certain city services such as routine police patrols, enforcement of traffic and parking ordinances and preparation of accident reports.

a. There shall also be a clause to allow the association to request the City to accept the streets as public streets in the future.

b. There shall also be Hold Harmless language on the subdivision plat whereby the Property Owners Association shall release the city, governmental entities and public utilities for damage and injuries.

3. Lots 1 and Lot 10 are not buildable lots and shall be indicated as such on the final plat.
4. As the future right-of-way width of Friendship Road will be 86 feet, a 43 foot wide roadway dedication is required along the west boundary of the addition.
5. The cul-de-sac turn around is required to be 100’ diameter.
6. Per Section D103.1 of Appendix D of the 2003 ICC Fire Codes, where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet.
7. Proper number and distribution of fire hydrants per 2003 ICC Fire Codes, Appendix C, Section C105 and Table C105.1 is required.
8. All utility easements shall be 20 feet in width.
9. Any other changes made to the preliminary plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

Respectfully,

Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

cc: Giles Brown, Assistant City Manager
Mark Gibson, Director of Utilities
Doreen E. McGookey, City Attorney
Rita Gaither, Development Coordinator
Jerry White, Grayson County Planner
Perry Elliott, Fire Marshal
Jeff Miller, Director of Public Works and Engineering
James Shankles, Jr., P.E., City Engineer
Underwood Drafting and Surveying, Inc.
Teague, Nall & Perkins

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. D.3

**** OTHER BUSINESS***

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)

Issue

To consider the 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 located at 525 Progress Drive

Background

The property is located in the Blalock Industrial Park at 525 Progress Drive; Progress Rail is the tenant. The Sherman Economic Development Corporation (SEDCO) has been working with 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.

Origination

Progress Rail Services and SEDCO (Owners); and Underwood Drafting and Surveying (Surveyors)

Board Recommendation

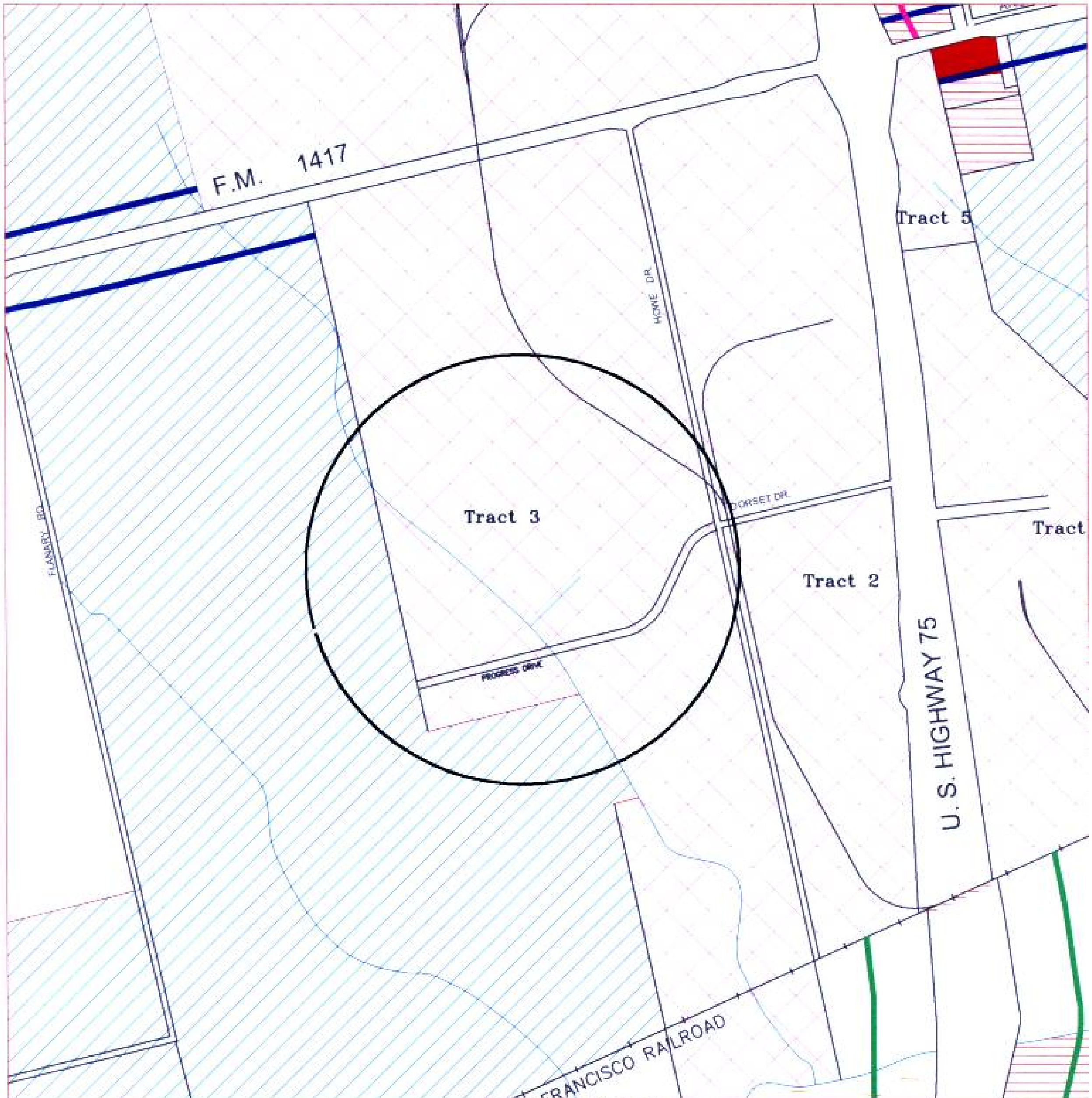
At the April 17, 2007 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Developmental Services Director

Approved by:
George Olson, Acting City Manager



LEGEND

R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT	
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT	
C-1	RETAIL BUSINESS DISTRICT	
C-2	GENERAL COMMERCIAL DISTRICT	
CO	OFFICE DISTRICT	
M-1	LIGHT MANUFACTURING DISTRICT	
M-1.5	MEDIUM MANUFACTURING DISTRICT	
M-2	HEAVY MANUFACTURING DISTRICT	
M H	MANUFACTURED HOUSING DISTRICT	
	BLALOCK INDUSTRIAL PARK	
O-1	OVERLAY DISTRICT - 75 & 82	
O-1.1	OVERLAY DISTRICT - 1417	
O-1.2	OVERLAY DISTRICT -SAM RAYBURN FREEWAY	
CPO	COLLEGE PARK OVERLAY	
A&C	ARTS & CULTURAL OVERLAY DISTRICT	
CBD	CENTRAL BUSINESS DISTRICT	

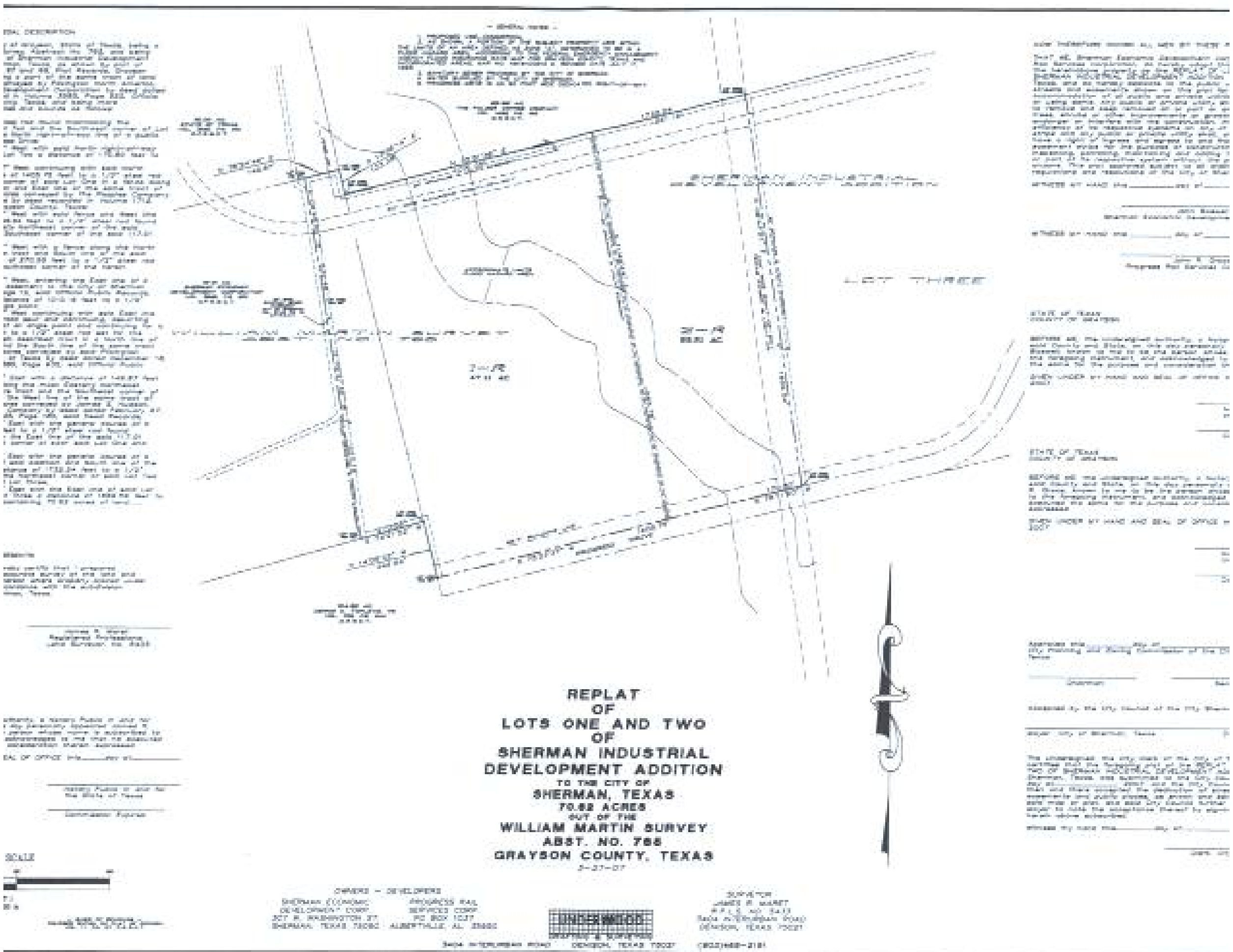
525 PROGRESS DRIVE REPLAT

Department of Developmental Services

N

Average Scale: 1 inch = 241.4 feet

525 Progress Dr.


SHERMAN INDUSTRIAL DEVELOPMENT ADDITION
LOT THREE
WILLIAM MARTIN SURVEY
1-R
2-R
REPLAT
OF
LOTS ONE AND TWO
OF
SHERMAN INDUSTRIAL
DEVELOPMENT ADDITION
TO THE CITY OF
SHERMAN, TEXAS
70.62 ACRES
OUT OF THE
WILLIAM MARTIN SURVEY
ABST. NO. 788
GRAYSON COUNTY, TEXAS
OWNERS — DEVELOPERS
SHERMAN ECONOMIC DEVELOPMENT CORP.
PROGRESS RAIL SERVICES CORP.
SURVEYOR
JAMES R. MARET
SCALE

AGENDA ITEM #8

City of Sherman

Planning and Zoning Commission

Board of Adjustments

Agenda Communication Form

April 17, 2007

Willie Steele, Chairman

525 Progress Drive
Lots 1 and 2, Block 1, Sherman Industrial Development Addition
and part of the William Martin Survey, Abstract No. 765
Replat

Requested Action/Proposed Use:
Replat of Lots 1 and 2, Block 1 of the Sherman Industrial Development Addition and part of the William Martin Survey, Abstract No. 765

Adjacent Zoning:
Tract 3 of the Blalock Industrial Park

Origination:
Progress Rail Services and Sherman Economic Development Corporation (Owners), and Underwood Drafting & Surveying (Surveyors)

Considerations:
Master Plan Designation: Industrial

Number of notices mailed:
34

Objections Received:
0

Attachments:
Location map; Photographs; Replat; and Staff Review Letter

Prepared By:
Rita Gaither,
Development Coordinator

Approved By:
Scott Shadden,
Developmental Services Director

STAFF REVIEW LETTER

April 9, 2007

Progress Rail Services Corporation
525 Progress Dr.
Sherman, Texas 75092

Sherman Economic Development Corporation
307 W. Washington, Ste. 102
Sherman, Texas 75090

Dear Applicant,

The request for approval of the Replat of Lots 1 and 2, Block 1 of the Sherman Industrial Development Addition, 525 Progress Drive, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Letters from the various utility companies are required verifying availability of service. (Contacts to be made by the City).
2. Original tax certificates for the property must be furnished prior to recording of the plat.
3. Any other changes made to the replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

Respectfully,

Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

cc:
George Olson, Acting City Manager
Mark Gibson, Director of Utilities
Doreen E. McGookey, City Attorney
Rita Gaither, Development Coordinator
Perry Elliott, Fire Marshal
Jeff Miller, Director of Public Works and Engineering
James Shankles, Jr., P.E., City Engineer
Underwood Drafting & Surveying

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. D.4

**** OTHER BUSINESS***

Replat Approval 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)

Issue

To consider the Replat Approval of Shafer Plaza II, a Replat of Lot 4, Block 1 of Shafer Plaza and Lot 3, Block 1 of the Holiday Inn Sherman Additions located in the 2900 Block of U.S. Highway 75 North

Background

The property is located off of U.S. Highway 75 North near U.S. Highway 82 East. The owners would like to Replat the property so they may sell one of the tracts for commercial development.

Origination

Patel and Shafer (Owners); and Underwood Drafting and Surveying (Surveyors)

Board Recommendation

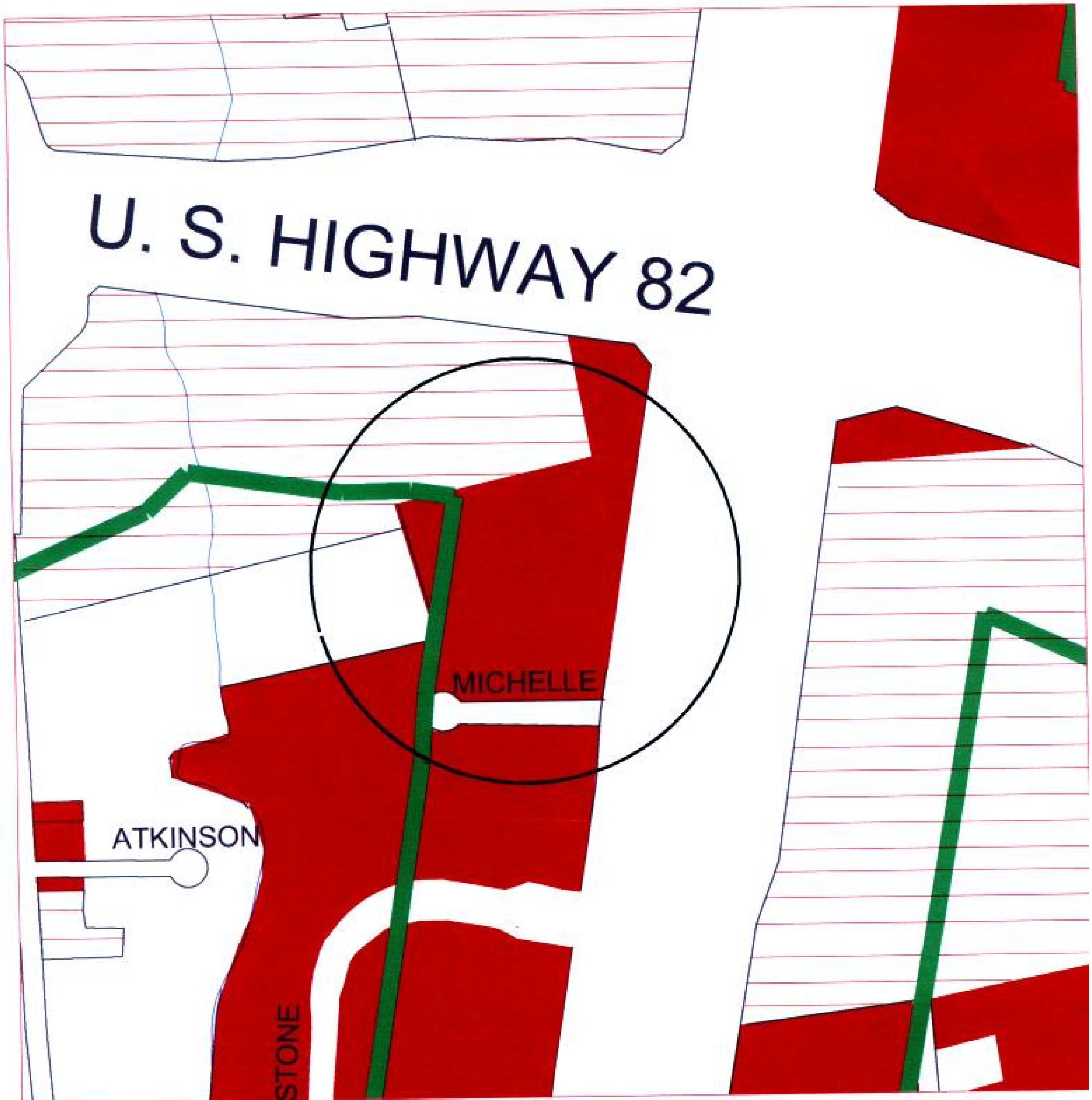
At the April 17, 2007 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Developmental Services Director

Approved by:
George Olson, Acting City Manager



LEGEND

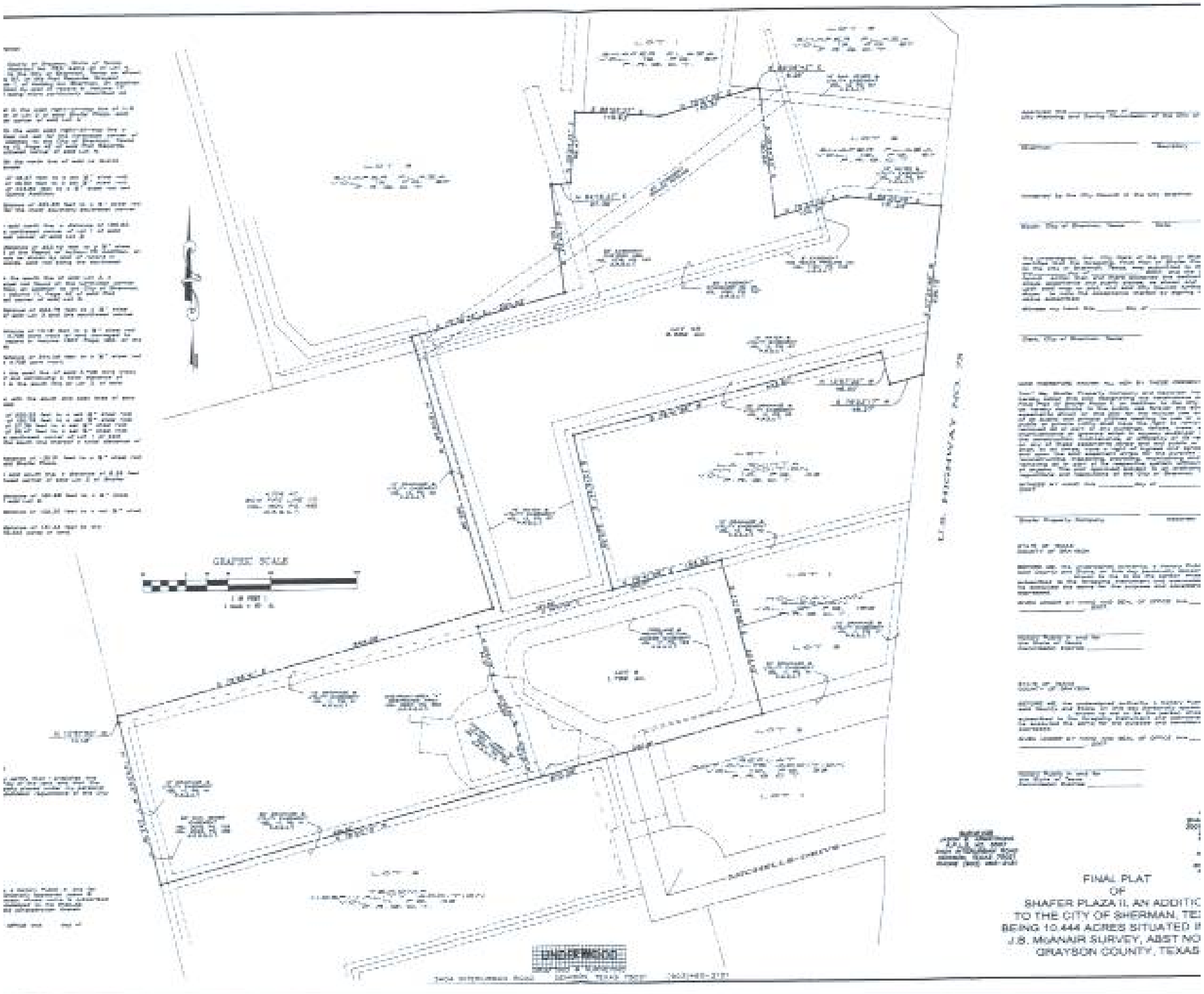
R-A	SINGLE FAMILY AGRICULTURAL DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT
C-1	RETAIL BUSINESS DISTRICT
C-2	GENERAL COMMERCIAL DISTRICT
CO	OFFICE DISTRICT
M-1	LIGHT MANUFACTURING DISTRICT
M-1.5	MEDIUM MANUFACTURING DISTRICT
M-2	HEAVY MANUFACTURING DISTRICT
M H	MANUFACTURED HOUSING DISTRICT
	BLALOCK INDUSTRIAL PARK
O-1	OVERLAY DISTRICT - 75 & 82
O-1.1	OVERLAY DISTRICT - 1417
O-1.2	OVERLAY DISTRICT -SAM RAYBURN FREEWAY
CPO	COLLEGE PARK OVERLAY
A&C	ARTS & CULTURAL OVERLAY DISTRICT
CBD	CENTRAL BUSINESS DISTRICT

2900 BLK US 75 NORTH REPLAT

Department of Developmental Services

N

Average Scale: 1 inch = 111.1 feet


GRAPHIC SCALE
U.S. HIGHWAY NO. 75
FINAL PLAT
OF
SHAFER PLAZA II, AN ADDITIO
TO THE CITY OF SHERMAN, TEX
BEING 10.444 ACRES SITUATED I
J.B. McANAIR SURVEY, ABST NO
GRAYSON COUNTY, TEXAS

AGENDA ITEM #10

City of Sherman

Planning and Zoning Commission

Board of Adjustments

Agenda Communication Form

April 17, 2007

Willie Steele, Chairman

2900 Block of U.S. Highway 75 North
a portion of Lot 4, Block One of Shafer Plaza
and Lot 3, Block One of the Holiday Inn Sherman
Replat

Requested Action/Proposed Use:
Replat - Shafer Plaza II, a Replat of Lot 4, Block One of Shafer Plaza, and Lot 3, Block One of the Holiday Inn Sherman.

Adjacent Zoning:
C-1 (Retail Business) District and C-2 (General Commercial) District and the O-1 (75 & 82) Overlay District

Origination:
Patel and Schafer (Owners), and Underwood Drafting & Surveying (Surveyors)

Considerations:
Master Plan Designation: Retail/Commercial

Attachments:
Location map
Photographs
Replat
Staff Review Letter

Prepared By:	**Approved By:**
Rita Gaither,	**Scott Shadden,**
Development Coordinator	**Developmental Services Director**

STAFF REVIEW LETTER

April 9, 2007

Shafer Property Co.
C/O Lee Terrell
3001 Knox St., Ste. 207
Dallas, TX 75205

Newcrest Hotels LTD
Chuck Patel
308 Wright Ave.
Rockwall, TX 75032

Dear Applicant,

The request for approval of the Shafer Plaza II, a Replat of Lot 4, Block One of Shafer Plaza, and Lot 3, Block One of the Holiday Inn Sherman, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Letters from the various utility companies are required verifying availability of service. (Contacts to be made by the City).
2. Original tax certificates for the property must be furnished prior to recording of the plat.
3. Bearings in the legal descriptions require degree symbols.
4. The existing detention pond must remain in place and responsibility of maintenance must be specified on plat.
5. Any other changes made to the replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

Respectfully,

Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

cc: George Olson, Acting City Manager
Mark Gibson, Director of Utilities
Doreen E. McGookey, City Attorney
Rita Gaither, Development Coordinator
Perry Elliott, Fire Marshal
Jeff Miller, Director of Public Works and Engineering
James Shankles, Jr., P.E., City Engineer
Underwood Drafting & Surveying

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. D.5

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. D.6

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. D.7

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
Confirmation of Acting City Manager Reappointment of a Member
to the Civil Service Commission (1)

Issue

Holbert L. "Dunk" Hale, Jr.'s term on the Civil Service Commission expires on June 8, 2007. He is eligible and does wish to be reappointed. Appointment to the Civil Service Commission is by the City Manager, with confirmation by the City Council. Acting City Manager George Olson will reappoint Mr. Hale to the Civil Service Commission, if the City Council confirms the appointment.

Background

The Civil Service Commission makes provisions for open, competitive, and free examinations for Civil Service applicants; makes rules and regulations governing promotions; investigates disciplinary suspensions; and make rules and regulations on efficiency ratings for all employees in the Civil Service classified service.

Origination

The reappointment originated with the Human Resources Department.

Financial Consideration

There is no financial consideration.

Staff Recommendation

It is recommended that the City Council confirm the Acting City Manager's reappointment of Holbert L. "Dunk" Hale, Jr. to the Civil Service Commission.

Alternatives

The alternative is to delay confirmation of the reappointed member.

Attachments

A roster, fact sheet, applicant list, and application are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, Acting City Manager

MEMBERSHIP ROSTER

CIVIL SERVICE COMMISSION

LENGTH OF TERMS: THREE YEARS-LGC143-006

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Holbert L. "Dunk" Hale, Jr.	4	A 6/8/2004	6/8/2007	1	See LGC 143.006
James Lough	4	A 6/7/2005	6/7/2008	1	
Charles H. Brown, Sr.	4	A 5/29/2002 R 5/29/2005	5/29/2005 5/29/2008	1 2	

NOTE:

Chair:

CITY STAFF: Wayne Blackwell, Civil Service Director
Revised 6/21/2005

FACT SHEET

CIVIL SERVICE COMMISSION

Established by LOCAL GOVERNMENT CODE 143.

1. Number of Members THREE
2. Term of Appointment THREE YEARS
3. Consecutive Term Rule THREE TERMS
4. Qualifications for Membership (1) be of good moral character; (2) be a United States Citizen; (3) be a resident of the municipality who has resided in the municipality for more than three years; (4) be over 25 years of age; and (5) not have a held a public office within the preceding three years
5. Appointed by CHIEF EXECUTIVE OFFICER (CITY MANGER), CONFIRMED BY CITY COUNCIL
6. Board Organization

   CHAIRPERSON ELECTED

   VICE CHAIR ELECTED
7. Departmental Responsibility DIRECTOR OF CIVIL SERVICE/PERSONNEL DIRECTOR
8. Meeting Date January, March, May, July, September, November, and special meetings as called
9. Attendance Requirements REQUIRED

PURPOSE:

To formulate standards and qualifications for each class or position in the classified service.

RESPONSIBILITIES:
To make provisions for open, competitive and free examinations for civil service applicants, to make rules and regulations governing promotions; to investigate disciplinary suspensions; to make rules and regulations on efficiency ratings for all employees in the civil service classified service.

updated 10/16/95

APPLICANT LIST

Civil Service Commission

Positions Vacant 1

Applicant	Address	District	Qualifications
Holbert L. "Dunk" Hale	2600 W. Biscayne	4	Current Member Wishes to be reappointed

COMMENTS:

RECEIVED
APR 2007
In the
CITY CLERK'S
OFFICE

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Holbert L. Hale Jr. (Dunk)

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Civil Service Commission

☐ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 2600 W. Biscayne Dr., Sherman 75092	Business Name:
Mailing Address:	Occupation: Retired / Consultant
Telephone: 903-891-9134 Fax:	Address:
E-Mail: dhale@cableone.net	Telephone: Fax:
Sherman Resident for 8 years County: 8	E-Mail:
Drivers License No.: 19536782	
*Voter Registration No.: Registered Voter 9805907 ✓	

Which Council District do you live in? *(see attached map)* D-4 ✓

Prior work experience: *(please include dates)*
See attached resume'

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1960
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Auburn University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Sherman Noon Lions Club, Sherman Tourism Dept., Shaping Shermans Future, Leo Club, Church

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☒ Yes ☐ No

If so, which one? Civil Service Commission

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?
Previous experience, plus interesting and informative for me personally. My background qualifies me to serve effectively. I have a desire to serve my community.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Fairness - Listen to all the facts, make fair decisions.

2) Consistency - Understand all aspects of each case and how related to Texas law.

3) Open and honest discussion of the issues. Give each party time to present their case. Disuss issues thoroughly.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Refer to resume'.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: Currently serve on Board.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

**I affirm that I am qualified to vote.*

Signature: Hollert L. Hale Jr. *Date:* 4/6/07

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Dunk Hale

2600 W. Biscayne Drive
Sherman, Texas 75092

903.891.9134
dhale@cableone.net

Profile:

Senior quality professional with successful experience in diverse manufacturing operations. Results oriented leader with unique blend of technical expertise, product knowledge, organization and strong concentration on quality. Customer focused manager with demonstrated interpersonal ability and both written and oral presentation skills. Worldwide experience (USA, Europe, Asia) with onsite visits to >200 facilities. Baldrige Examiner, ISO 9001/14001/QS 9000 Lead Auditor, Judge for State Quality Award. Specific expertise includes:

- Six Sigma
- SPC
- 8D/FMEA
- Change Mgmt
- Supplier Development
- Process Improvement
- Benchmarking
- Auditing

Professional Experience:

Diamotec-Torrance, CA 2002-Present
Manufacturer of diamond plated grindwheels.

Vice President, Customer Relations
Primary customer interface for all product and service issues with a focus on customer satisfaction.

MEMC Electronic Materials, Inc. 1989-2002
Worldwide semiconductor manufacturer

Director, Worldwide Quality – Sherman, Texas (1999-2002)
Developed corporate quality strategy and ensured worldwide integration of systems. Global customer interface and worldwide champion for supplier development. Led worldwide quality team which:

- Implemented QS 9000 and ISO 14001 certification at 8 plants in US, Europe and Asia.
- Developed and implemented multiple business/quality systems to reduce errors (25% annual improvement) and improve efficiency (reduced staffing 50%).
- Instituted quality systems into all key functions of company (sales, R&D, scheduling, supply management, customer service and information technology), reducing costly mistakes and improving customer satisfaction.

Manager, Quality, US Operations – Sherman, Texas (1998-1999)
Championed and developed numerous quality/business processes and implemented improved internal systems. Maintained excellent customer relations.

- Implemented worldwide documentation system, continuous improvement methodology, analytical correlations and process qualifications which reduced complaints 25%.
- Served as primary quality representative for major accounts and led Customer Focus Teams.

Manager, Quality – Spartanburg, South Carolina (1989-1998)
Developed and implemented plant quality improvement strategy and systems. Led company to successful ISO 9000 and QS 9000 certification, Baldrige application, and state quality award. Managed all customer quality issues resulting in 20% greater market share. Provided oversight for contracted facility in California and achieved ISO certification. Cultivated community interest in quality that benefited education and healthcare.

- Led problem solving activities resulting in flawless execution plan that improved quality and on-time delivery.
- Mentored company for ISO/QS and Baldrige resulting in both US plants receiving highest state quality awards.
- Encouraged implementation of quality systems in government, education, healthcare, and business by participating and being an active presenter at several professional groups, TV discussion panels, and seminars.

Professional Experience (cont.):

Monsanto Electronic Materials Company 1981-1989
Worldwide semiconductor manufacturer

Manager, Quality Assurance – Spartanburg, South Carolina (1982-1989)
Managed engineering and laboratory functions to achieve world-class quality recognition. Provided leadership and nurtured customer relationships to increase market share at major accounts. Directed multi-million dollar budget.

Supervisor, Quality Engineering – Spartanburg, South Carolina (1981-1982)
Developed, implemented and managed the quality program for the worlds' largest silicon wafer plant. Emphasis was on SPC, process capability, analytical development, and supplier quality.

Previous Experience:

Monsanto Company
Diversified manufacturer of chemicals and synthetic fiber

Supervisor, QA Engineering – Fayetteville, North Carolina
Supervised engineering functions during start-up and operation of polyester plant. Managed raw materials, product quality, inventory, laboratories, and customer relations. Achieved "best in class" quality product.

Senior Process Control/QA Engineer – Guntersville, Alabama
Quality leader for start-up team of new nylon and polyester plant. Plant wide quality responsibilities including polymer, extrusion, spinning, inspection, and laboratories. Significant customer interface including complaint negotiations. Managed manufacturing process control. Member of evaluation team to assess competitor plant prior to purchase.

Senior Process Engineer/Textile Engineer – Decatur, Alabama
Engineering responsibility for raw materials, customer issues, specifications, testing technology, and supervision of quality assurance group. Start-up team for two new synthetic fiber plants.

Education: B.S., Textile Science, Auburn University, Auburn, Alabama

Professional Development:

- Malcolm Baldrige Examiner (1990-1993)
- Examiner, Texas Performance Excellence Award (2001)
- Lead Auditor ISO 9001/14001/QS 9000
- Six Sigma (GE and Motorola)
- Kepner-Tregoe Problem Solving
- Interaction Management
- Zenger-Miller Interpersonal Skills
- Behavior Science
- Benchmarking
- Theory of Constraints

Professional / Community:

- American Society for Quality – Section Chair, Secretary, Membership Chair, Program Chair
- Junior Achievement – Advisor
- Lion's Club – President, Director, Treasurer, Chair for Finance, Membership, Activities
- Southeastern Children's Home – Director
- Civic-Appraisal Review Board, Civil Service Commission, PTA President, LEO Club Advisor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

Subject: Agenda Item No. D.8

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

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

- **a) Consultation with the City Attorney Concerning Legal Matters**
- **b) Consultation with the City Attorney Concerning Pending Litigation:**
  - **i) City of Sherman, Texas v. Creighton Lemoyne Escoe, et al.; Cause No. 03-0617**
  - **ii) City of Sherman v. James Wayne; Cause No. 05-06-00420-CV**

Section 551.074

- **a) Appoint/Remove or Consider Qualifications to Boards and Commissions:**
  - **i) Sherman Higher Education Finance Corporation (1)**
- **b) Personnel Matters:**
  - **i) Discuss the Appointment of a Permanent City Manager**
  - **ii) Discuss Job-Related Expenses for the Acting City Manager**

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 05-07-2007

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:** 05-07-2007

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:** 05-07-2007

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
				1	2	3
4	**5**	6	7	8	9	10
11	12	13	14	15	16	17
18	**19**	**20**	21	22	23	24
25	26	27	**28**			

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

01/01/07 - 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