CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, APRIL 21, 2008
5:00 P.M.

A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A.2 PLEDGE OF ALLEGIANCE

A.3 INVOCATION BY MAYOR BILL MAGERS

A.4 APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 7, 2008

Proclamation

A.5 PROCLAMATION
"Equal Pay Day" – April 22, 2008

Public Hearing

B.1 PUBLIC HEARING
Conduct the Second Public Hearing Concerning the Annexation of Approximately 44.97 Acres of Land at the Intersection of U.S. Highway 82 and Hudgins Road (State Highway 289) in the City of Sherman's Extra Territorial Jurisdiction

Introduction and Public Hearing of Ordinances

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5530
Making an Emergency Appointment of Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 10th day of May, 2008, for the Purpose of Electing Four (4) District City Council Members for Said City

Close Public Hearing and Consider Adoption of Ordinances

B.3 ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Number: 5530

B.4 CONSENT AGENDA
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

C.1 RESOLUTION NO. 5197
Authorizing Execution of an Agreement with Beard & Buller LLC under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 100 South Crockett Street

C.2 ** RESOLUTION NO. 5198*
Authorizing the Execution of an Agreement with the Deblan Company, a Texas Limited Partnership, for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 808 South Charles Street

Other Business

D.1 OTHER BUSINESS
Review Operation and Maintenance Agreement for City of Sherman Flood Control Sites and Post Oak Channel in the Choctaw Watershed Project

D.2 OTHER BUSINESS
Receive Chief Animal Control Officer Scott Parker's Report on the Sherman Animal Shelter's Adopt-a-thon Scheduled for Saturday, May 3rd and Sunday, May 4th

D.3 OTHER BUSINESS
Receive Systems Manager Kay Thomas' Presentation on the City of Sherman's INCODE Business System Management Software Package

D.4 ** OTHER BUSINESS*
Set Date to Canvass Results of the City of Sherman's Regular Municipal Election

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 City Manager Reappointment of Members to the Civil Service Commission (2)

D.8 COUNCIL COMMENTS

D.9 ADJOURNMENT

COUNCIL CALENDAR

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. A.3

INVOCATION BY MAYOR BILL MAGERS

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. A.4

APPROVE MINUTES
THE REGULAR CITY COUNCIL MEETING OF APRIL 7, 2008

STATE OF TEXAS §

April 7, 2008

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 7, 2008.

MEMBERS PRESENT: **MAYOR BILL MAGERS; DEPUTY MAYOR CHIP ADAMI. COUNCIL MEMBERS HUGHES, SMITH, T. STEELE, W. STEELE.**

MEMBERS ABSENT: **COUNCIL MEMBER WACKER.**

CALL TO ORDER

CALL TO ORDER
Mayor Bill Magers called the meeting to order at 5:00 p.m. The Pledge of Allegiance and the Invocation were given by Council Member Willie Steele.

APPROVE MINUTES

APPROVE MINUTES
The Council reviewed the Minutes of the Regular City Council Meeting of March 17, 2008. Deputy Mayor Adami moved to approve the Minutes as presented; Second by Council Member Hughes. All present voted AYE.
MOTION CARRIED.

PROCLAMATION

SEXUAL ASSAULT AWARENESS MONTH APRIL 2008

"SEXUAL ASSAULT AWARENESS MONTH" – APRIL 2008
Council Member Smith presented a proclamation to Martha Rhynes, Women's Crisis Center Volunteer Coordinator, proclaiming April 2008 as "Sexual Assault Awareness Month." Mrs. Rhynes thanked the Council for the proclamation and the community for the support given to the Women's Crisis Center.

NATIONAL LIBRARY WEEK APRIL 13-19, 2008

"NATIONAL LIBRARY WEEK" – APRIL 13-19, 2008
Council Member Terrence Steele presented a proclamation to Jacqueline Banfield, Library Services Administrator, proclaiming April 13 through 19, 2008 as "National Library Week." Ms. Banfield thanked the City Council for the proclamation adding that this is the 50th year they have celebrated "National Library Week."

PUBLIC HEARING

ANNEXATION HWY 82 & HUDGINS RD

CONDUCT THE FIRST PUBLIC HEARING CONCERNING THE ANNEXATION OF APPROXIMATELY 44.97 ACRES OF LAND AT THE INTERSECTION OF U.S. HIGHWAY 82 AND HUDGINS ROAD (STATE HIGHWAY 289) IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION
Mayor Magers introduced the public hearing for the proposed annexation of approximately 44.97 acres of land at the intersection of Highway 82 and Hudgins Road in the City's extra territorial jurisdiction.

He said the City is "squaring off" the commercial tract of land. Rita Gaither, Development Coordinator, verified that the annexation would include one residential house surrounded by a commercial area.

No citizens appeared before the City Council to discuss the proposed annexation of 44.97 acres of land at the intersection of U.S. Highway 82 and Hudgins Road (State Highway 289).

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

ORD 5526
AMENDING
DOWNTOWN TIF-2

Mayor Magers introduced Ordinance 5526 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE AMENDED FINANCING PLAN FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO (TIF-2). PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5526.

ORD 5527
WATER METERS &
METER BOXES

Mayor Magers introduced Ordinance 5527 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "WATER, SEWERS AND SEWAGE DISPOSAL," AT ARTICLE 13.07, SECTIONS 13.07.033 AND 13.07.034, TO MODIFY THE REQUIREMENTS RELATED TO THE INSTALLATION OF WATER SERVICE LINES AND THE PROVISION OF WATER METERS AND METER BOXES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABLITY; PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5527.

ORD 5528
SUP FOR
COUNTRY CLUB

Mayor Magers introduced Ordinance 5528 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO SHERMAN HILLS COUNTRY CLUB, LTD (OWNERS), TEAGUE, NALL AND PERKINS (ENGINEERS), AND UNDERWOOD DRAFTING AND SURVEYING (SURVEYORS) TO ALLOW PATIO HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AND THE O-1 (75 & 82) OVERLAY DISTRICT IN THE 2100-2200 BLOCKS OF U.S. HIGHWAY 75 SOUTH, BEING TRACT 1 – 1.325 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, ALSO KNOWN AS FUTURE LOTS 21-28, BLOCK D OF THE SUNRISE TRACT AT SHERMAN HILLS, PHASE II, AND TRACT 2 – 0.569 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, ALSO KNOWN AS FUTURE LOTS 18-22, BLOCK C OF THE SUNRISE TRACT AT

SHERMAN HILLS, PHASE II; PROVIDING FOR A REPEALER. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.

No citizens appeared before the City Council to discuss Ordinance 5528.

Mayor Magers introduced Ordinance 5529 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO TPCR, LLC (OWNERS), VILBIG & ASSOCIATES (ENGINEERS), AND SARTIN & ASSOCIATES (SURVEYORS) TO ALLOW INDOOR BATTING CAGES IN A C-1 (RETAIL BUSINSS) DISTRICT IN THE 2100 BLOCK OF EAST LAMAR STREET, BEING 1.76 ACRES IN THE GEORGE B. PILANT SURVEY, ABSTRACT NO. 963; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.

ORD 5529
SUP FOR INDOOR BATTING CAGES

No citizens appeared before the City Council to discuss Ordinance 5529.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC HEARING

<u>ADOPTION OF ORDINANCES</u>
Ordinance 5526
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE AMENDED FINANCING PLAN FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO (TIF-2). PROVIDING FOR SEVERABILITY. PROVIDING FOR A REPEALER.

ORD 5526
AMENDING DOWNTOWN TIF-2

Robby Hefton, Assistant City Manager/CFO, said the staff has been working with representatives from Downtown Sherman Preservation and Revitalization on Tax Increment Financing funds that are available for the downtown area.

The consensus was to change directions slightly and use the money accumulated to date to perform immediate improvements, such as park benches, trash receptacles, and planters. The remaining revenue from the TIF zone would be leveraged to do long-term debt in 2009 to perform more substantial improvements instead of waiting on a pay as you go basis. Using the “pay as you go” method, it would take up to 20 years to perform major improvements.

Mayor Magers said in 2005 the Council approved a downtown TIF to provide capital improvements for downtown instead of using General Fund money. As the downtown residences and businesses improved their property, their property taxes go into the TIF. This allows the

bonding of the money to provide capital improvements that are paid over time.

Mayor Magers thanked Council Member Smith for working with the DSP&R to design this plan. Council Member Smith said it was a long process to design the plan and he thanked Mr. Hefton and the City staff for designing a plan that can be approved by the State Comptroller's Office.

He felt the projects that would be completed over the next two years would really enhance the downtown and lead to a good economic impact.

Mayor Magers reiterated that the plan would cost Sherman taxpayers zero dollars. Council Member Smith said the funding comes from taxes paid in that TIF zone.

ORD 5527
WATER METERS & METER BOXES (TABLED)

Ordinance 5527
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "WATER, SEWERS AND SEWAGE DISPOSAL," AT ARTICLE 13.07, SECTIONS 13.07.033 AND 13.07.034, TO MODIFY THE REQUIREMENTS RELATED TO THE INSTALLATION OF WATER SERVICE LINES AND THE PROVISION OF WATER METERS AND METER BOXES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABLITY; PROVIDING FOR A REPEALER.

Deputy Mayor Adami asked what other cities provide similar requirements. Angela Gurley, Customer Services Manager, said Frisco, McKinney, and Plano have similar requirements.

Mr. Hefton said the problem is there is not enough room in the meter box to work. The meter itself is 13 inches wide and the meter box is also 13 inches wide. He added that there are only about 12 meters from March 2007 to March 2008 of this size that were installed. Less than two dozen of the total number of these meters are residential meters. They are mainly used by very small businesses.

Deputy Mayor Adami asked about the cost differential on the meters. Ms. Gurley said the City does not provide the vaults, they are provided by a third party. The meter lid itself is approximately $450. The commercial companies deal directly with the third party vendor. Mayor Magers said he was told the additional cost was about $200.

Mr. Hefton said it varies on the situation. For example, if the meter is located in the driveway, a special meter and box are required, instead of the regular type that would be located in a grassy area.

Mayor Magers expressed his concerns. He has been told it will be a small increase to the business or residence that wants a larger pipe for pressure.

Mr. Hefton said many cities have a policy to provide meters and boxes for residences, and businesses will be charged for everything else. He said additional information could be brought back on what is typical for cities to provide, if that is the question.

Council Member Willie Steele verified that the vault is a concrete 3x3 vault, which would be the smallest needed to work on the meter. The City must special order a meter lid for those vaults.

Deputy Mayor Adami wanted to see costs associated with the proposed change in the size of the meter box. He also verified that the size of the meter would be a choice that a customer makes. Mr. Hefton said the requirement would only be for customers in the future that chose a 1½ inch meter.

ACTION TAKEN.
Motion by Deputy Mayor Adami to table Ordinance No. 5527, until costs are provided to the Council. Second by Council Member Hughes.
VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.
VOTING NAY: None.
MOTION CARRIED TO TABLE

Ordinance 5528

ORD 5528 SUP FOR COUNTRY CLUB

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO SHERMAN HILLS COUNTRY CLUB, LTD (OWNERS), TEAGUE, NALL AND PERKINS (ENGINEERS), AND UNDERWOOD DRAFTING AND SURVEYING (SURVEYORS) TO ALLOW PATIO HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AND THE O-1 (75 & 82) OVERLAY DISTRICT IN THE 2100-2200 BLOCKS OF U.S. HIGHWAY 75 SOUTH, BEING TRACT 1 – 1.325 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, ALSO KNOWN AS FUTURE LOTS 21-28, BLOCK D OF THE SUNRISE TRACT AT SHERMAN HILLS, PHASE II, AND TRACT 2 – 0.569 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, ALSO KNOWN AS FUTURE LOTS 18-22, BLOCK C OF THE SUNRISE TRACT AT SHERMAN HILLS, PHASE II; PROVIDING FOR A REPEALER. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.

Ordinance 5529

ORD 5529 SUP FOR INDOOR BATTING CAGES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC UE PERMIT TO TPCR, LLC (OWNERS), VILBIG & ASSOCIATES (ENGINEERS), AND SARTIN & ASSOCIATES (SURVEYORS) TO ALLOW INDOOR BATTING CAGES IN A C-1 (RETAIL BUSINSS) DISTRICT IN THE 2100 BLOCK OF

EAST LAMAR STREET, BEING 1.76 ACRES IN THE GEORGE B. PILANT SURVEY, ABSTRACT NO. 963; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.

ACTION TAKEN.

Motion by Deputy Mayor Adami to approve Ordinance Nos. 5526, 5528, and 5529, as presented. Second by Council Member Hughes.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.
VOTING NAY: None.
MOTION CARRIED.

CONSENT AGENDA

CONSENT AGENDA

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

RESOLUTIONS

RESOLUTION NO. 5188 – APPROVING AND ADOPTING THE CENTER STREET PARK MASTER PLAN

RES 5188
CENTER ST. PARK
MASTER PLAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING THE CENTER STREET PARK MASTER PLAN.

Larry Wortham, Director of Parks and Community Services, said funds were allocated in the 2007-2008 Budget for a Master Plan for the Center Street Park property. The City contracted with Dunkin Sims Stoffels, Inc. to provide the Master Plan and the Parks and Recreation Advisory Board recently approved and recommended their submission.

Dennis Sims, Principal with Dunkin Sims Stoffels, Inc., presented the Center Street Park Master Plan. The plan includes two athletic fields, which could be used for multiple use including soccer, football, youth soccer or flag football; lighting poles to individually light the fields; restroom/ concession building; playground; two shade shelters; parking lot with approximately 100 spaces; and a concrete hike/bike trail.

The trail would be a minimum of eight feet wide and is recommended ten feet wide. It would be approximately 2,500 linear feet, which is just under ½ mile long. The trail would connect to a "tot lot" so residents of the adjacent subdivision would have access to the trail and to the park. A pedestrian bridge would also connect Center Street Park to Binkley Park.

The City does not own the buffer area between the park and Center Street. Mr. Sims also distributed cost estimates for the entire Master Plan and for Phase I of the Plan.

Deputy Mayor Adami asked if they had considered locating the restroom more central to both Binkley Park and Center Street Park. Mr. Sims said he did not present a proposal for that location. He was considering the location of amenities in Center Street Park. George Olson, City Manager, added that there is also no water located on the back side of Binkley Park. Mr. Sims added that the restroom would also need to be out of the 100-year flood plain, which is located on the back side of Center Street Park.

Deputy Mayor Adami said the current trend is to design a soccer field that is easily converted into smaller soccer fields. Mr. Sims said they could have three soccer fields on each big field.

Council Member Willie Steele asked if they looked at softball fields. Mr. Sims said they did, but two full sized softball fields did not fit on the property. The fences were located underneath power lines and into the flood plain.

Mr. Sims said Phase I would cost approximately $1 million and would include two fields, bleachers, ADA sidewalk from the parking lot to the restroom, the parking lot, and lighting.

For an additional $500,000, the plan would include two pavilions, playground, hike/bike trail, bridge, picnic units, and the connection to the neighborhood.

Mr. Olson said that funds are available for the plan, they are just not appropriated at this time. Bond money will be used for the project. He added that if the Council is in favor, they need to approve the Master Plan. If they want, the staff can move forward with the plan and begin the pre-construction process. An amendment would need to be considered for the appropriation of funds. Mr. Olson said the first consideration is Phase I at a cost of $1.1 million.

Council Member Smith asked if the Council decided to fund the entire $1.6 million project, would funding come from other projects scheduled for the bond money.

Mayor Magers verified that $575,000 was set aside for the Union Pacific right-of-way purchase. He did not feel the City would spend that amount on the project.

Council Member Willie Steele said the cost of the lighted soccer fields is $390,000 and he asked what the cost would be if the fields were not lighted. Mr. Sims said about $370,000 is for lighting and approximately $20,000 is for location of a transformer. Lighting for Phase I is only for the fields and not for the hike/bike trail.

Council Member Willie Steele asked if the entire package could be completed minus the lighting and then come back at a future date and add lighting.

Mayor Magers said the original idea was to tie Center Street Park together with Binkley Park and Herman Baker Park.

With the location of the new elementary school, there would be a network of green space. A first class area.

Mr. Olson said the plan can be approved without being specific on the detail. When the plan has been approved, the City can apply for grand funding. The Council would be considering the entire plan for approval.

Mr. Hefton said by separating the plan into two projects, the staff can apply for a grant for the hike/bike trail with a greater possibility of obtaining the funding.

Deputy Mayor Adami verified that the proposed trail would increase the distance of the Binkley Park trail to a total length of 2½ to 3 miles and gives an option to link the areas.

ACTION TAKEN.
Motion by Council Member Hughes to approve Resolution No. 5188, as presented. Second by Council Member Willie Steele.
VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.
VOTING NAY: None.
MOTION CARRIED.

RES 5189
AERATION BASINS
AT WWTP

RESOLUTION NO. 5189 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH ITT FLYGT CORPORATION FOR AERATION BASIN LIFT STATION PUMPING EQUIPMENT MODIFICATIONS AT THE WASTEWATER TREATMENT PLANT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH ITT FLYGT CORPORATION FOR AERATION BASIN LIFT STATION PUMPING EQUIPMENT MODIFICATIONS AT THE WASTEWATER TREATMENT PLANT.
CONSENT AGENDA.

RES 5190
RESIDENTIAL TAX
ABATEMENT
(1302 S. AUSTIN)

RESOLUTION NO. 5190 – AUTHORIZING THE EXEUCTION 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 1302 SOUTH AUSTIN STREET
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1302 SOUTH AUSTIN STREET.
CONSENT AGENDA.

RES 5191
RESIDENTIAL TAX
ABATEMENT

RESOLUTION NO. 5191 – 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 412 EAST PARK AVENUE

(412 E. PARK AVE)

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 412 EAST PARK AVENUE.
CONSENT AGENDA.

RESOLUTION NO. 5192 – 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 416 EAST PARK AVENUE

RES 5192
RESIDENTIAL TAX ABATEMENT
(416 E. PARK AVE)

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 416 EAST PARK AVENUE.
CONSENT AGENDA.

RESOLUTION NO. 5193 – 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 427 SOUTH VADEN STREET

RES 5193
RESIDENTIAL TAX ABATEMENT
(427 S. VADEN)

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 427 SOUTH VADEN STREET.
CONSENT AGENDA.

RESOLUTION NO. 5194 – 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 717 EAST SYCAMORE STREET

RES 5194
RESIDENTIAL TAX ABATEMENT
(717 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 717 EAST SYCAMORE STREET.
CONSENT AGENDA.

RESOLUTION NO. 5195 – AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH HABITAT FOR HUMANITY OF GRAYSON COUNTY FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 504 SOUTH WALNUT STREET

RES 5195
RESIDENTIAL TAX ABATEMENT
(504 S. WALNUT)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORZING THE EXECUTION OF AN AGREEMENT WITH HABITAT FOR HUMANITY OF GRAYSON COUNTY FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 504 SOUTH WALNUT STREET.
CONSENT AGENDA.

RES 5196 EMPLOYEE UNIFORMS

<u>RESOLUTION NO. 5196 – AUTHORIZING THE LEASE OF AN ANNUAL SUPPLY OF UNIFORMS FOR VARIOUS CITY DEPARTMENTS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)</u>
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE LEASE OF AN ANNUAL SUPPLY OF UNIFORMS FOR VARIOUS CITY DEPARTMENTS THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

REQ TO ADVERTISE HIGHWAY 75 WATER MAIN

<u>REQUEST TO ADVERTISE</u>
<u>U.S. HIGHWAY 75 NORTH WATER MAIN</u>
Mr. Olson wanted to advise everyone about the construction of the U.S. Highway 75 North Water Main. The current Capital Improvement Program contains a project to extend water mains along both sides of U.S. Highway 75 North, between Graham Drive and S.H. 691.

ACTION TAKEN.

> **Motion by Deputy Mayor Adami to approve the request to advertise for the construction of the U.S. Highway 75 North Water Main, as presented. Second by Council Member Willie Steele.**

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.
VOTING NAY: None.
MOTION CARRIED.

HARRISON ST. STORM SEWER REPLACEMENT

<u>HARRISON STREET STORM SEWER REPLACEMENT</u>
The City Council approved the request to advertise for bids for the replacement of an existing storm sewer near the intersection of Harrison Street and Mulberry Street.

The Capital Improvement Program includes funds to replace this failing storm sewer. A portion of the old metal storm sewer pipe failed last year, but the Street Department was able to install a temporary patch. Another section of the pipe is currently showing signs of possible failure, making the replacement of the entire pipe a priority project.
CONSENT AGENDA.

<u>OTHER BUSINESS</u>

SEDCO QUARTERLY REPORT

<u>RECEIVE QUARTERLY PROGRESS REPORT FROM SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD CHAIRMAN JOE FALLON, JR. AND SEDCO PRESIDENT JOHN BOSWELL</u>

Andy Olmstead, Vice Chairman of the Sherman Economic Development Corporation, presented their quarterly progress report.

During the last quarter, SEDCO had three regularly scheduled meetings and one special called meeting. SEDCO approved an agreement with Consolidated Container for the West Park facility. The agreement included the retention of 70 non-exempt jobs, 8 exempt jobs, and 20 new jobs. They also purchased 204 acres of land for Progress Park III.

SEDCO approved a performance agreement and land option with Panda Energy for a 500 megawatt natural gas fired combination cycle power generation facility, which should add approximately $300 million to the tax base over a 10 year period.

SEDCO has held training meetings for open government and for 4A and 4B sales tax. They also continue to work with Grayson County for a possible prospect for the North Texas Regional Airport/Perrin Field, formerly Grayson County Airport.

UPDATE ON STREET IMPROVEMENT PROJECTS

<u>RECEIVE PUBLIC WORKS DIRECTOR JEFF MILLER'S UPDATE ON THE 2008 STREET IMPROVEMENT PROJECTS</u>
Jeff Miller, Director of Public Works, presented an update on the 2008 street improvement plan. A five-year plan was approved and authorized by the voters for the use of sales tax dollars.

Specific projects will be funded through the additional sales tax or through regular budget dollars. One project will be funded through the Texas Department of Transportation. Mr. Miller outlined the various projects and the particular funding for each.

Last Fall the City completed several projects using the Street Department funding. Projects included Washington Street from Travis to Highway 75; Woods Street from Washington to Belden; and Ricketts Street from Taylor to McGee.

Ricketts Street from Washington to Lamar should have been included in the projects for last Fall, however a water line needed to be installed prior to the street repairs. The line was installed last week and the contractor should begin the mill and overlay process next week.

There are additional projects scheduled for this Summer, including Travis Street from Taylor to Highway 75. This is a TxDOT project and they plan to begin the mill and overlay process on May 1, 2008.

By Fall 2008, the additional sales tax money should have generated about $375,000. The mill and overlay of Taylor

Street from Ricketts to F.M. 1417 should use the sales tax money for that period. The entire plan is a five year plan and additional projects will be planned in the future.

With normal Street Department funds, they will also mill and overlay Ricketts from McGee to Washington, and Travis Street from Washington to Kam Korners. A water line will need to be installed along Travis Street prior to the street project.

Brockett Street will be completely rebuilt from Grand to Travis Street. The project will include new curb and gutter, new street surface, landscaping, lighting, sidewalks, and will remove some of the overhead wires. The project will be funded through bonds. Construction should begin mid to late Summer 2008 and continue through Spring 2009.

Regular Street Department funding will again include 30 miles of sealcoating.

Council Member Terrence Steele asked how TxDOT would complete the Travis Street project and whether it would be closed or open for single lane traffic only. Mr. Miller said the south end lane widths are wrong and will be corrected with a better transition and a center turn lane.

<u>RECEIVE FIRE CHIEF JEFF JONES' PRESENTATION ON SHERMAN'S EMERGENCY PLANNING PREPAREDNESS AND FEMA PUBLIC ASSISTANCE GRANT</u>

EMERGENCY PLANNING & FEMA GRANT

Fire Chief Jeff Jones presented a presentation on emergency planning preparedness and a public assistance grant from the Federal Emergency Management Agency.

During the last 18 months the City staff has reviewed and revised the Basic Emergency Operations Plan and the 22 Annexes. The Annexes deal with specific emergencies and how they are mitigated.

On March 4, 2008 the Governor's Office on Emergency Preparedness acknowledged that those plans were revised according to their standards and designated Sherman at the Advanced Level of Preparedness. This designation keeps Sherman eligible for State and Federal grants and acknowledges that the City staff is prepared for the disaster and the mitigation and recovery after a disaster.

Chief Jones added that much of the plan was exercised last summer during the flooding, which gave the City an opportunity to see what worked and what didn't work. After the flooding, the City applied for public assistance to recover some of the costs that the City incurred, related to the flooding.

The total cost for the City of Sherman was $143,273, of which FEMA allowed $136,000 of the expenses. The City has received $103,191 in reimbursements for the grant

applications. Additional reimbursements were made by the City's insurance. This is a direct reflection on the preparation and revisions that were done to the plan, and the hard work of the City staff.

Chief Jones added that $44,126 of the reimbursement was allocated for the Lake Street culvert replacement. The project has been bid and if the cost exceeds the estimate, the City may receive additional money for that one project.

<u>FINAL PLAT APPROVAL OF EAST SIDE BUSINESS PARK, BEING 0.6481 ACRES IN THE GEORGE B. PILANT SURVEY, ABSTRACT NO. 963; LAZY L ENTERPRISES, OWNER (1908 AND 1914 EAST LAMAR STREET)</u>

APPROVE FINAL PLAT EAST SIDE BUSINESS PARK

Mayor Magers recused himself from Item D6 and turned the gavel over to Deputy Mayor Adami.

ACTION TAKEN.

> **Motion by Council Member Smith to approve the Final Plat of East Side Business Park, located at 1908 and 1914 E. Lamar Street. Second by Council Member Terrence Steele.**

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.
VOTING NAY: None.
ABSTAIN: Magers.
MOTION CARRIED.

Deputy Mayor Adami turned the gavel back over to Mayor Magers.

<u>FINAL PLAT APPROVAL OF THE LAUNCHING PAD, BEING 1.76 ACRES IN THE GEORGE B. PILANT SURVEY, ABSTRACT NO. 963; TPCR, LLC, OWNER (2100 BLOCK OF EAST LAMAR STREET)</u>

APPROVE FINAL PLAT BATTING CAGES

The City Council approved the Final Plat of the Launching Pad, located at the southeast corner of Colbert Street and East Lamar. This is the first phase of development of this property, which will include street dedication and construction of South Colbert. The owners intend to construct an indoor batting facility.

The Planning and Zoning Commission recommended approval of the Final Plat.
CONSENT AGENDA.

<u>FINAL PLAT APPROVAL OF PRESTON CLUB, THE CLASSICS – PHASE FOUR IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION, BEING 51.57 ACRES IN THE DANIEL BICKENBACK SURVEY, ABSTRACT NO. 128, THE J.M. THOMAS SURVEY, ABSTRACT NO. 1234, THE HENRY L. DOUGLAS SURVEY, ABSTRACT NO. 368, AND THE JOHN K. MILLER SURVEY, ABSTRACT NO. 819; ROBERT J. TATE, CHRISTOPHER REHMET, AND CLAIRE REHMENT, OWNERS (2100-2400 BLOCKS OF HUDGINS ROAD (HIGHWAY 289 EXTENSION) AND THE 400-500 BLOCKS OF PRESTON CLUB DRIVE)</u>

APPROVE FINAL PLAT PRESTON CLUB ESTATES

The City Council approved the Final Plat for Preston Club, The Classics – Phase Four in the City's extra territorial jurisdiction (ETJ). The plat will consist of 89 lots for residential and commercial development.

The Planning and Zoning Commission recommended approval of the Final Plat.
CONSENT AGENDA.

APPROVE SITE PLAN KAISER ALUMINUM

<u>SITE PLAN APPROVAL FOR KAISER ALUMINUM UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410 (2)(J) FOR A CONCRETE PAD WITH A SIX (6) FOOT CONCRETE WALL FOR OUTSIDE STORAGE OF SCRAP ALUMINUM AND AN EXTENSION OF AN EIGHT (8) FOOT CHAIN LINK FENCE IN THE BLALOCK INDUSTRIAL PARK DISTRICT AT 4300 U.S. HIGHWAY 75 SOUTH</u>
The City Council approved the request of Kaiser Aluminum for a site plan for a concrete pad with a six foot concrete wall for outside storage of scrap aluminum and an extension of an eight foot chain link fence, located in the Blalock Industrial Park District. They would like to erect the chain link fence from the pad to adjoin the Texas Department of Transportation's chain link fence on the north and erect a chain link fence near the front of the building to the north connecting to TxDOT's chain link fence.

The Planning and Zoning Commission recommended approval of the Site Plan.
CONSENT AGENDA.

<u>SITE PLAN APPROVAL FOR THE WESTMORELAND COMPANY, INC. (OWNERS), FEDEX GROUND (TENANT), AND GREG MITCHELL, BENCHMARK DESIGN GROUP, LLP (ENGINEERS) UNDER ORDINANCE NO. 2252, ARTICLE IV, SECTION 410 (2)(J) FOR THE EXPANSION OF AN EXISTING FEDEX GROUND FACILITY IN THE BLALOCK INDUSTRIAL PARK DISTRICT AT 3221 NORTHGATE DRIVE</u>
The City Council approved the request of The Westmoreland Company, Inc. and FedEx Ground concerning the Site Plan for property located at 3221 Northgate Drive in Northgate Business Park, Phase I and Tract 4.1 of the Blalock Industrial Park. The Site Plan is for an expansion of an existing FedEx Ground Facility.

They would like to construct a 910 square foot office expansion and a 27,325 square foot Distribution Center expansion to the existing plant for a total of 28,235 square feet. They will also be adding 76 parking spaces and 11 tractor trailer parking spaces.

The Planning and Zoning Commission recommended approval of the Site Plan.
CONSENT AGENDA.

CITIZENS REQUESTS

CENTER STREET PARK ADJOINING PROPERTY

CENTER ST. PARK ADJOINING PROPERTY

Dan Murray, 2414 Monte Cristo, said Mrs. Joiner owns the land between Center Street Park and Center Street. He felt it was a very dangerous exit and he recommended that she donate the property to the City. Mrs. Joiner will allow the City to use the property, but she did not want to donate it.

Mr. Murray said in the past, he has cleaned the property up and will do so in the future. He felt the City should add entrances from Center Street and Binkley Park Drive into the Center Street Park.

Mr. Murray said Holly Street will be the future "Club House Drive" and traffic will increase.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

LIBRARY BOARD (2)

LIBRARY BOARD

ACTION TAKEN.

> **Motion by Deputy Mayor Adami to appoint Ron Roberts and Darlene Schweizer, to the Library Board for a term from April 8, 2008 to April 8, 2011. Second by Council Member Terrence Steele.**

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.
VOTING NAY: None.
MOTION CARRIED.

TABLED AT THE MARCH 3, 2008 COUNCIL MEETING

PARKS AND RECREATION ADVISORY BOARD (2)

PARKS & RECREATION ADVISORY BOARD

ACTION TAKEN.

> **Motion by Council Member Willie Steele to remove from table, the appointment of members to the Parks and Recreation Advisory Board for discussion. Second by Council Member Terrence Steele.**

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.
VOTING NAY: None.
MOTION CARRIED TO REMOVE FROM TABLE.

ACTION TAKEN.

> **Motion by Deputy Mayor Adami to appoint Christopher Oestreich and Casey Peacock to the Parks and Recreation Advisory Board to fill unexpired terms from April 8, 2008 to September 5, 2009. Second by Council Member Willie Steele.**

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.
VOTING NAY: None.
MOTION CARRIED.

<u>COUNCIL COMMENTS</u>

<u>FUTURE CITY PROJECTS</u>

FUTURE CITY PROJECTS

Council Member Willie Steele said it is exciting to see these projects come to reality. The downtown project is very impressive and will make an immediate impact. He was glad the projects could be done over the next two years instead of the next 20 years.

<u>FUTURE CITY PROJECTS</u>

FUTURE CITY PROJECTS

Council Member Smith addressed projects on the current agenda alone, such as running water north on Highway 75, the Center Street Master Plan, the Downtown TIF Zone improvements, and the street improvements, adding that there was an amazing amount of work being done. He said it was wonderful to be a part of it. He commended the staff on their hard work.

<u>FUTURE CITY PROJECTS</u>

FUTURE CITY PROJECTS

Deputy Mayor Adami concurred with Council Members adding the City is also annexing property at Highway 289.

<u>NATIONAL LIBRARY WEEK</u>

NATIONAL LIBRARY WEEK

Deputy Mayor Adami congratulated the Sherman Public Library on "National Library Week," adding that they are "doing a good job."

<u>FUTURE CITY PROJECTS</u>

FUTURE CITY PROJECTS

Council Member Terrence Steele said he has been a Council Member for six years and he is glad to see projects that were nixed when he first came on the Council. It is nice to see progress. He also acknowledged the staff working to bring these projects to fruition.

<u>THANKS TO TAXPAYERS</u>

THANKS TO TAXPAYERS

Mayor Magers thanked the taxpayers of the City of Sherman. He added that the Council is trying to spend tax dollars like it was their own. They are trying to be fiscally responsible and are trying to spend money wisely on long term projects. The City is moving westward and he said citizens will continue to see annexations as the City moves in that direction.

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

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 CITY ATTORNEY CONCERNING LEGAL MATTERS**
PANDA ENERGY

SECTION 551.087 -- DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM BUSINESS PROSPECTS AND DELIBERATE ANY OFFERS OR INCENTIVES TO THE BUSINESS PROSPECTS, INCLUDING THE FOLLOWING: PANDA ENERGY

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:01 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:15 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:16 p.m.

ADJOURNMENT

____
MAYOR

____
CITY CLERK

City of Sherman
Center Street Park

City of SHERMAN, TEXAS

Dunkin Sims Stoffels, Inc.

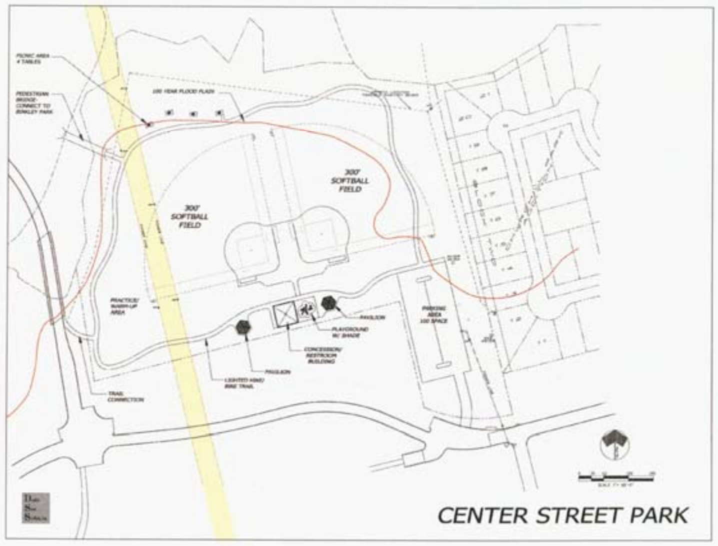
Center Street Park Master Plan

Dunkin Sims Stoffels, Inc.

Phase 1


PICNIC AREA
4 TABLES
100 YEAR FLOOD PLAIN
REGULATION
SOCCER FIELD
REGULATION
SOCCER FIELD
PRACTICE/
WARM-UP
AREA
PAVILION
PLAYGROUND
W/ SHADE
CONCESSION/
RESTROOM
BUILDING
PAVILION
LIGHTED HIKE/
BIKE TRAIL
TRAIL
CONNECTION
Phase 1
Center Street Park
City of Sherman, Texas
N

Softball Design



Cost Estimates

Dunkin Sims Stoffels Inc

CENTER STREET PARK MASTER PLAN
SOCCER CONCEPT
SHERMAN, TEXAS
March 27, 2008

Site Demo			
Track and Building	$	7,500.00	
2 Lighted Soccer Fields	$	390,000.00	
(includes estimate for sidewalks)			
ADA Sidewalks	$	25,000.00	
Concession/Restroom (Pre-Fab)	$	150,000.00	
Playground with Shade Structure	$	75,000.00	
2 Pavilions (36 diameter)	$	80,000.00	
Parking Lot (concrete/drive access)	$	193,000.00	
Site Grading	$	50,000.00	
Irrigation	$	150,000.00	
Trail (2,500 L.F.)	$	90,000.00	
Trail Connections	$	20,000.00	
Turf Establishment (Sod)	$	100,000.00	
Pedestrian Bridge (80')	$	120,000.00	
Picnic Tables with Concrete Pads (4)	$	8,000.00	
Total:			$1,458,500.00
Contingency:			$ 75,000.00
Total w/contingency:			$1,533,500.00
Estimated Professional Fees:			$ 134,500.00
Grand Total:			**$1,668,000.00**
Professional Fees include:			
Landscape Architectural Fees	$	122,500.00	
Geotechnical Report	$	3,000.00	
TDLR Reviewand Inspection	$	1,500.00	
Topography	$	5,000.00	
Printing of plans and specifications	$	2,500.00	
	$	134,500.00	

Dunkin Sims Stoffels Inc

CENTER STREET PARK MASTER PLAN
SOCCER CONCEPT
SHERMAN, TEXAS
March 27, 2008

Site Demo			
Track and Building	$	7,500.00	
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(includes estimate for sidewalks)			
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Site Grading	$	50,000.00	
Irrigation	$	150,000.00	
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TDLR Reviewand Inspection	$	1,500.00	
Topography	$	5,000.00	
Printing of plans and specifications	$	2,500.00	
	$	134,500.00	

DUNKIN
SIMS
STOFFELS
INC.

CENTER STREET PARK MASTER PLAN
SOCCER CONCEPT
SHERMAN, TEXAS
March 27, 2008

Site Demo			
Track and Building	$	7,500.00	
2 Lighted Soccer Fields	$	390,000.00	
(includes estimate for sidewalks)			
ADA Sidewalks	$	25,000.00	
Concession/Restroom (Pre-Fab)	$	150,000.00	
Playground with Shade Structure	$	75,000.00	
2 Pavilions (36 diameter)	$	80,000.00	
Parking Lot (concrete/drive access)	$	193,000.00	
Site Grading	$	50,000.00	
Irrigation	$	150,000.00	
Trail (2,500 L.F.)	$	90,000.00	
Trail Connections	$	20,000.00	
Turf Establishment (Sod)	$	100,000.00	
Pedestrian Bridge (80')	$	120,000.00	
Picnic Tables with Concrete Pads (4)	$	8,000.00	
Total:			$1,458,500.00
Contingency :			$ 75,000.00
Total w/contingency:			$1,533,500.00
Estimated Professional Fees:			$ 134,500.00
Grand Total:			**$1,668,000.00**

Professional Fees include:

Landscape Architectural Fees	$	122,500.00
Geotechnical Report	$	3,000.00
TDLR Reviewand Inspection	$	1,500.00
Topography	$	5,000.00
Printing of plans and specifications	$	2,500.00
	$	134,500.00

DUNKIN
SIMS
STOFFELS
INC.

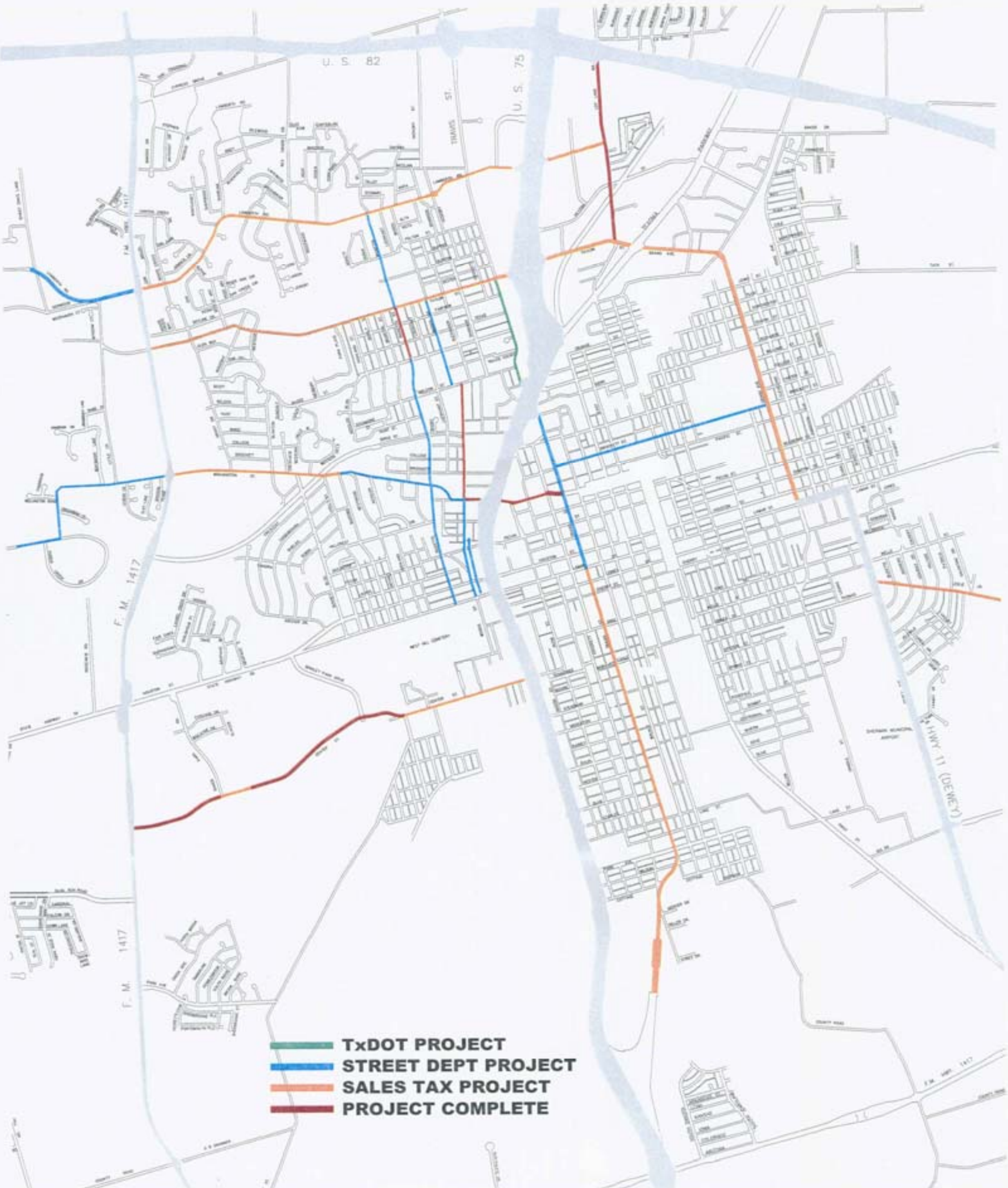
CENTER STREET PARK PHASE I
SOCCER CONCEPT
SHERMAN, TEXAS
March 27, 2008

Site Demo			
Track and Building	$	7,500.00	
2 Lighted Soccer Fields 30 FC	$	390,000.00	
(includes estimate for transformer)			
ADA Sidewalks	$	25,000.00	
Concession/Restroom (Pre-Fab)	$	150,000.00	
Parking Lot (concrete/drive access)	$	193,000.00	
Site Grading	$	50,000.00	
Irrigation (7 Acres @ $16,500/Acre)	$	115,500.00	
Turf Establishment (Sod)	$	84,700.00	
Total:			$1,015,700.00
No Construction Contingency :			$ 20,000.00
Estimated Professional Fees:			$ 86,856.00
Grand Total:			**$1,122,556.00**

Estimated Professional Fees include:

Landscape Architectural Fees	$	74,856
Geotechnical Report	$	3,000
TDLR Reviewand Inspection	$	1,500
Topography	$	5,000
Printing of plans and specifications	$	2,500
	$	**86,856**

ENHANCED THOROUGHFARE NETWORK



SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. A.5

PROCLAMATION
"Equal Pay Day" – April 22, 2008

Issue
To present a proclamation designating April 22, 2008 as "Equal Pay Day" in the City of Sherman

Background
Each year, the Business & Professional Women (B&PW) recognize "Equal Pay Day," which symbolizes the time in the next year in which the wages paid to American women catch up to the wages paid to men from the previous year.

Origination
The request for this proclamation originated with the B&PW.

Financial Consideration
There is no financial consideration to the City.

Staff Recommendation
It is the recommendation of the staff to present a proclamation proclaiming "Equal Pay Day" in the City of Sherman on April 22, 2008.

Alternatives
The Council could choose not to present the proclamation.

Attachments
A proclamation proclaiming "Equal Pay Day" is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN

Proclamation

WHEREAS, forty years after the passage of the Equal Pay Act and Title VII of the Civil Rights Act, women and people of color continue to suffer the consequences of inequitable pay differentials, and

WHEREAS, according to statistics released in 2006 the average *weekly* wage for full-time working women was only 81% of the earnings of year-round, full-time working men, indicating little change or progress in pay equity, and

WHEREAS, if women received the same salary as men who work the same number of hours, have the same education or union status, are the same ages, and live in the same region of the country, then these women's annual family income would rise by $4,000, and poverty rates would be cut in half, and

WHEREAS, according to an analysis of data in over 300 classifications provided by the U.S. Department of Labor Statistics, women earn less in *every* occupational classification for which enough data is available, including occupations dominated by women, such as cashiers, retail sales, registered nurses and teachers, and

WHEREAS, higher education is not free from wage discrimination according to a U.S. Department of Education analysis, reporting that, after controlling for rank, age, credentials, field of study and other factors, full-time female faculty members earn nearly 9% less than their male counterparts, and

WHEREAS, over a working lifetime, this wage disparity costs the average American woman and her family an estimated $700,000 in lost wages, impacting Social Security benefits and pensions, and

WHEREAS, fair pay equity policies can be implemented simply and without undue costs or hardship in both the public and private sectors, and

WHEREAS, fair pay strengthens the security of families today and eases future retirement costs, while enhancing the American economy, and

WHEREAS, Tuesday, April 22nd symbolizes the time in the next year in which the wages paid to American women catch up to the wages paid to men from the previous year and Sherman Business and Professional Women's Club fully supports equal pay.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 22, 2008

EQUAL PAY DAY

in the City of Sherman and urge all citizens to recognize the full value of women's skills and significant contributions to the labor force, and further encourage businesses to conduct an internal pay evaluation to ensure women are being paid fairly.

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

Mayor

ATTEST:

Linda Ashby

City Clerk

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. B.1

PUBLIC HEARING

Conduct the Second Public Hearing Concerning the Annexation of Approximately 44.97 Acres of Land at the Intersection of U.S. Highway 82 and Hudgins Road (State Highway 289) in the City of Sherman's Extra Territorial Jurisdiction

Issue

To conduct the second public hearing concerning the petition for voluntary annexation of the approximately 44.97 acres at the intersection of U.S. Highway 82 and Hudgins Road (State Highway 289) in the City's extra territorial jurisdiction (ETJ), in accordance with State law and the City Charter

Background

On January 3, 2008, George R. Shrader, representing Preston Dorchester Partners, Ltd., requested annexation into the city limits for their property located on U.S. Highway 82 and Future Highway 289. They would like to develop the property for a commercial retail development. It is recommended by staff to include two additional adjacent tracts. At its February 18, 2008 meeting, the City Council approved the schedule for annexation of this property. The first public hearing was held at the April 7, 2008 Council meeting, with no public comment.

Origination

Preston Dorchester Partners, Ltd.

Financial Consideration

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

Staff Recommendation

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

Alternatives

The City Council could choose not to pursue this request for annexation; however, since the sale of water is a Council strategic goal, this action is not recommended.

Attachments

Annexation Scheduling Plan; Letter of Request, Field Notes and Sketch, Municipal Service Plan, Location Map; Aerial

Prepared by:
Mark Gibson, Utilities & Engineering Director

Approved by:
George Olson, City Manager

ANNEXATION SCHEDULING PLAN

APPROXIMATELY 44.97 ACRES OF LAND AT THE INTERSECTION OF U.S. HIGHWAYS 82 AND 289 (HUDGINS ROAD)

Thursday, February 28, 2008………..	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Wednesday, March 26, 2008………..	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.
Friday, April 3, 2008 ……………….	Post notice of 1st public hearing under the Open Meetings Act.
Monday, April 7, 2008……………....	City Council's 1st Public Hearing on intent to annex and service plan.*
Wednesday, April 9, 2008……..…….	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.
Friday, April 18, 2008………………	Post notice of 2nd public hearing under the Open Meetings Act.
Monday, April 21, 2008………….….	City Council's 2nd Public Hearing on intent to annex and service plan.*
Thursday, May 15, 2008 ……..…….	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, May 19, 2008……………..	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.

January 3, 2008

Mr. George E. Olson
City Manager
City of Sherman
220 W. Mulberry
Sherman, Texas 75090

Dear Mr. Olson,

Preston Dorchester Partners, Ltd. is the owner of a 22.97 acre tract on the southeast corner of Highway 82 and Hudgins Road (future extension of SH 289). A precise description of the property is provided in the attached survey. The site has been acquired for development. Therefore, with this, we are requesting annexation of the tract by the City of Sherman. George R. Schrader will be representing Preston Dorchester Partners, Ltd. in this request. If additional information is needed, he is prepared to supply this. He can be reached by telephone, e-message, fax, or at his office.

George R. Schrader
Schrader & Kline, LLC
4800 Broadway, Suite A
Addison, Texas 75001
PH: 972-661-1973
FX: 972-386-8008
Email: schcli@swbell.net

Respectfully submitted,

Frank Babb, SVP

Frank Babb

Cc: Ms. Rita Gaither

Annexation of approximately 44.97 Acres on the South side of the Proposed Hwy 289 and Hwy 82 intersection

Situated in the County of Grayson, State of Texas, being a part of the James S. Coffee Survey, Abstract No. 232 and H. Ritchey Survey, Abstract No. 1025 also being a part of the following tracts of land conveyed to current owners by deeds recorded in the Deed Records, Grayson County, Texas; Jack A. Barkley and Wife Donna M. Barkley (Vol. 2416 at Page 551), H. Gene Alyea (Vol. 4243 at Page 751), Preston Dorchester Partners, LTD (Vol. 4067 at Page 382) and being more particularly described as one tract by metes and bounds as follows, to wit:

BEGINNING at the Northwest corner of the said Barkley tract and at an angle point in the existing City Limits to the City of Sherman, Grayson County, Texas, as established by City of Sherman Ordinance No. 5460 passed and adopted on June 4, 2007;

THENCE North 88° 35' 38" East with the North line of the said Barkley tract, a distance of 438.88 feet to the proposed West right-of-way line of Hwy 289;

THENCE Northwesterly following the West right-of-way line Hwy 289 the following courses and distances:
North 00° deg. 36' 58" West, a distance of 280.63 feet;
North 14° 31' 03" West, a distance of 210.74 feet;
North 46° 40' 13" East, a distance of 53.49 feet;
North 43° 10' 39" West, a distance of 279.78 feet;
South 45° 36' 21" West, a distance of 61.73 feet;
North 65° 37' 27" West, a distance of 572.86 feet to an angle point in the existing City Limits of the said City of Sherman and said point being 10 feet South from and perpendicular to the South right-of-way line Hwy 82;

THENCE East following the existing City Limits of the said City of Sherman being 10 feet from and parallel to the South right-of-way line of Hwy 82 the following courses and distances:
North 89° 24' 03" East, a distance of 309.34 feet;
South 43° 34'56" East, a distance of 185.37 feet;
North 49° 51'03" East, a distance of 165.86 feet;
North 89° 24' 03" East, a distance of 1302.86 feet to the East property line of the said Alyea tract and the a West line of the said Preston Dorchester Partners tract;

THENCE South 01°14' 51" East with the East line of the Alyea tract and a West line of the Preston Dorchester Partners tract, a distance of 340.00 feet to the Southeast Corner of the Alyea tract and an ell corner in the a North line of the Preston Dorchester Partners tract;

THENCE South 78° 04' 47" East across a section of land in the Preston Dorchester

Partners tract, a distance of 116.57 feet to a angle point in the East line of the Preston Dorchester Partners tract;

THENCE South 07°13'17"East with the East line of the Preston Dorchester Partners tract, a distance of 1610.60 feet to the most Southerly Southeast corner;

THENCE Westerly with the South line of the Preston Dorchester Partners tract the following courses and distances:
South 78°42'30" West, a distance136.41 feet;
North 19° 27' 01" West, a distance 294.87 feet;
North 40° 54'12" West, a distance 282.98 feet;
North 48° 44' 55" West, a distance 412.96 feet;
North 89° 20' 35" West, a distance 243.53 feet to the West right-of-way line of Hwy 289 and the Southwest corner of the Preston Dorchester Partners tract;

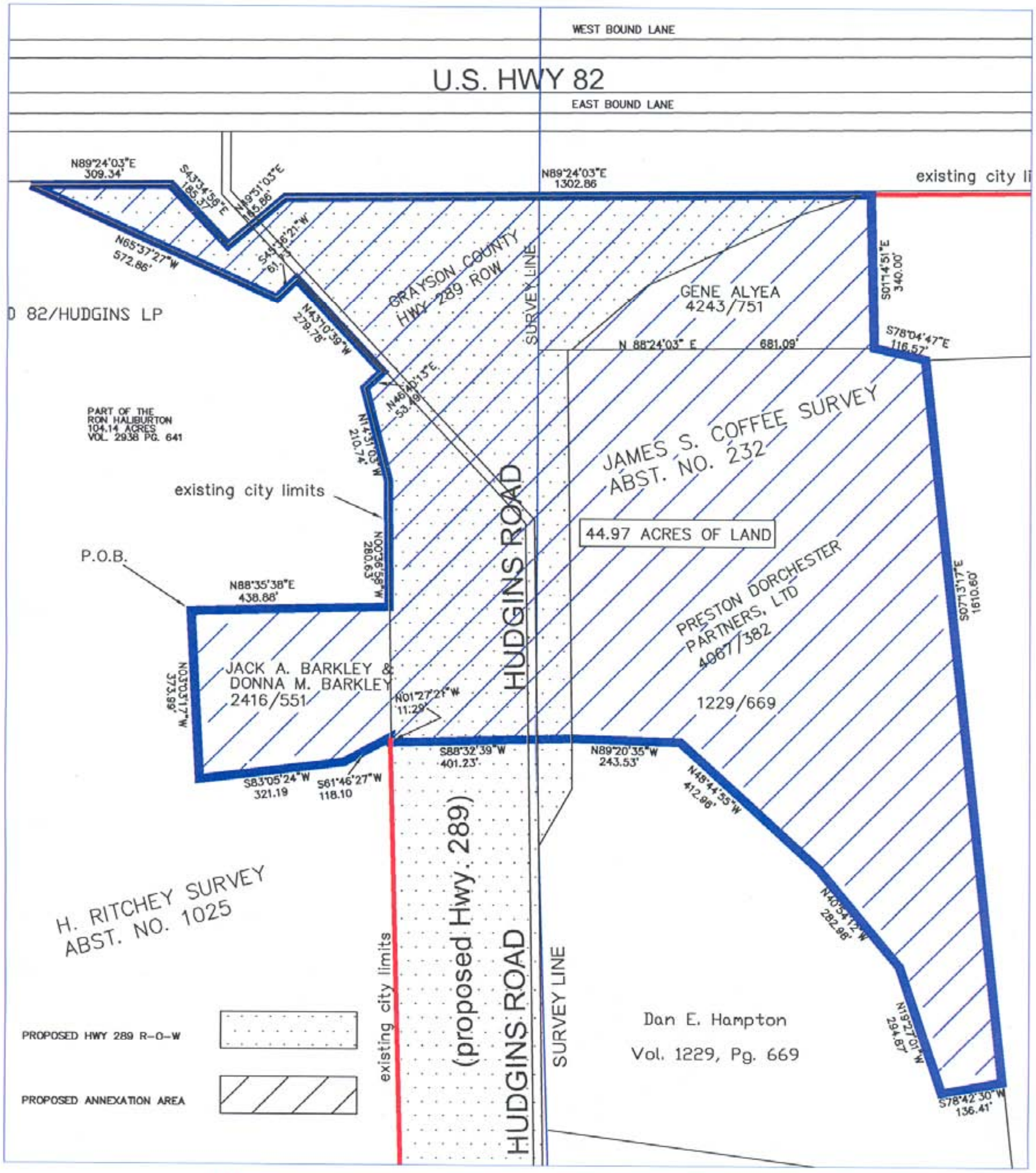
THENCE South 88° 32'39" West, a distance of 401.23 feet to the East right-of-way line of Hwy 289 and said point being on the existing City limits line of the City of Sherman;

THENCE North 01° 27' 21" West with the existing City limits of the City of Sherman and the East right-of-way line of Hwy 289, a distance of 11.29' to the South property line of the said Barkley tract;

THENCE South 61° 46' 27" West with the South line of the Barkley tract, a distance of 118.10 feet;

THENCE South 83° 05' 24" West with the South line of the Barkley tract, a distance of 321.19 feet to the Southwest corner of the Barkley tract;

THENCE North 03° 03' 17" West with the West line of the Barkley tract, a distance of 373.99 to the place of beginning and containing 44.97 acres of land.



44.97 Acres at U.S. Hwy 82 and
Hudgins Road (proposed St. Hwy 289)
Annexation

Department of Engineering Services

City of Sherman
Municipal Service Plan
U. S. Hwy. 82 and Hudgins Road (proposed Hwy. 289)
Annexation of 44.97 Acres

INTRODUCTION:

The annexation is the site of approximately 44.97 acres of proposed retail development and an existing residential tract 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.

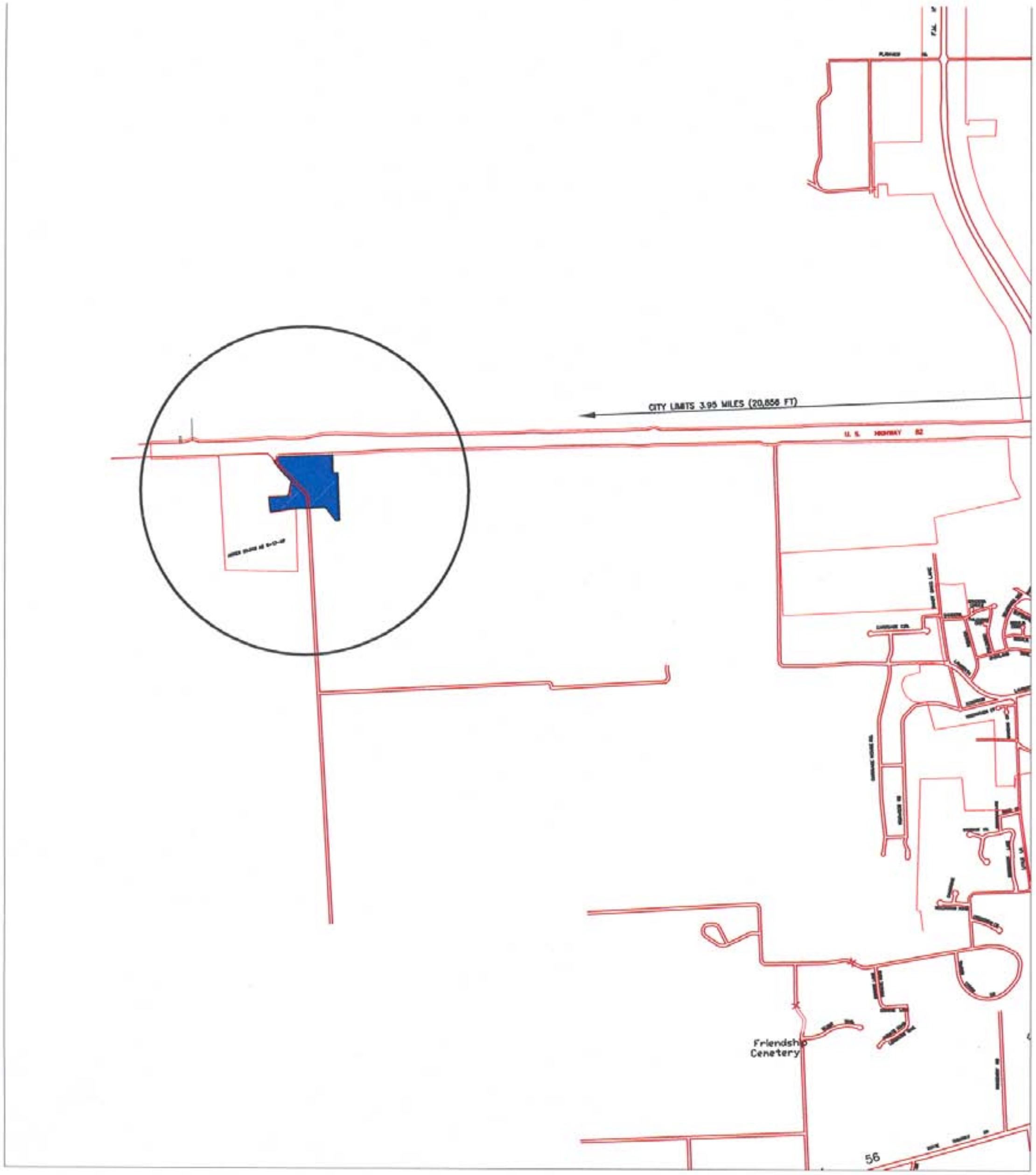
ANIMAL CONTROL: Animal control will be provided by the City on the effective date of annexation.

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of the 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.



US Hwy 82 and Hudgins Rd
2008 Annexation

Department of Developmental Services


US Hwy 82
ALYEA
Preston Dorchester Partners
Jack Donna Barkley
Hudgins Rd
GLEASON
(c) Copyright 2006, Pictometry International Corp.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5530
Making an Emergency Appointment of Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 10th day of May, 2008, for the Purpose of Electing Four (4) District City Council Members for Said City

Issue
To name a Presiding Judge and an Alternate Judge for Precincts 1, 20, 21, and 65 at the Fairview School Polling Place

Background
In compliance with the Texas Election Code, the authority calling the election should designate election judges. When the original ordinance calling the election was approved, we were still trying to secure a Presiding Judge and an Alternate Judge for one polling location. We have now received commitments from two citizens to serve as Judges for the Fairview School Polling Place; and they need to be formally appointed by the City Council.

Origination
The ordinance originated with the City Clerk's Office.

Financial Consideration
For the 2008 Regular Municipal Election, election judges will earn $10 per hour; and election clerks will earn $8 per hour. The costs for this election were budgeted in the current fiscal year.

Staff Recommendation
It is recommended that the City Council approve the ordinance designating election judges for the Fairview School Polling Place for the May 10, 2008 Regular Municipal Election.

Alternatives
The alternative would be to name other election judges.

Attachments
Ordinance No. 5530

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

ORDINANCE NO. 5530

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 10th DAY OF MAY, 2008, FOR THE PURPOSE OF ELECTING FOUR (4) DISTRICT CITY COUNCIL MEMBERS FOR SAID CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, has called a Regular Municipal Election for the 10th day of May, 2008, for the purpose of electing four (4) District City Council Members; and

WHEREAS, in the ordinance calling the election, the presiding and alternate judges for the Fairview School Polling Place (Precinct Nos. 1-20-21-65) were not named since the City Clerk had been unable to secure eligible qualified voters of those precincts willing and able to serve; and

WHEREAS, Texas Election Code Section 32.051, "General Eligibility Requirements", permits the City to make an emergency appointment of an election judge in the event that an eligible qualified judge is not available;

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

SECTION 1. That the names of the officers for the election to be held on the 10th day of May, 2008, who are to hold the same, except insofar as the officers may be changed by the City Council of the City of Sherman, Texas, shall be as follows:

PRECINCT NO.	LOCATION	JUDGES
1-20-21-65	Fairview School 501 West Taylor Street Sherman, Texas	Judy Gharis Presiding 1804 Catalina, Sherman Minerva Paredes, Alternate 617 E. Summit, Sherman

SECTION 2. That it is hereby officially found and determined that the meeting at which this ordinance 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.

INTRODUCED on this the _____________ day of _________________, 2008.

ADOPTED on this the ________________ day of _________________, 2008.

EFFECTIVE DATE on this the _________ day of _________________, 2008.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ____________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. B.3

ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Number: 5530

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5530
Making an Emergency Appointment of Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 10th day of May, 2008, for the Purpose of Electing Four (4) District City Council Members for Said City

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. B.4

CONSENT AGENDA

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

C.2 * RESOLUTION NO. 5198

Authorizing the Execution of an Agreement with the Deblan Company, a Texas Limited Partnership, for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 808 South Charles Street

D.4 * OTHER BUSINESS

Set Date to Canvass Results of the City of Sherman's Regular Municipal Election

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. C.1

RESOLUTION NO. 5197

Authorizing Execution of an Agreement with Beard & Buller LLC under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 100 South Crockett Street

Issue

Agreement with Beard & Buller LLC for a Building Restoration and Improvement Grant for improvements to a historically significant, Central Business District property at 100 South Crockett Street

Background

The City Council has allocated $25,000.00 of the Hotel-Motel Occupancy Tax revenues for the 2007-2008 fiscal year to a Building Restoration and Improvement Grant Program, designed to stimulate substantial, visible, and permanent improvements to ***historically significant*** commercial buildings and to spur interest in vacant and underutilized buildings of ***historical value***, in the Central Business District. Grants under the program are awarded at the ***City Council's sole discretion***, in the maximum amount of $25,000.00 per project. In all cases, applicants are required to provide matching funds at a ratio of four to 1 (4:1). Each grant is packaged as a forgivable loan with a lien placed on the property. The lien is released at the end of five years provided that, ***for the duration***, the business remains open, operative, and free of graffiti and blight; taxes are kept current, and the property remains in compliance with all Development Services Department and Fire Department work orders. Projects must begin within 90 days of permit approval and be completed within twelve months. This application from Scott Buller, Partner with Beard & Buller LLC in McKinney, Texas, is the third received under the program. The project is to restore the historic structure established in 1856 and located at the southwest corner of Houston and Crockett Streets. The lowest bid for the proposed renovation work is $218,160.71 (renovation) plus $37,500.00 (elevator), for a total of $255,660.71; thus the applicant is seeking the maximum reimbursement grant of $25,000.00. ***The applicant has provided proof of the property's historical significance in the form of photos depicting the structure in its original glory.***

Origination

Applicant Scott Buller, Partner with Beard & Buller LLC

Financial Consideration

The 2007-2008 Hotel-Motel Tax Fund contains an allocation of $25,000.00 for this incentive program for the Central Business District. Grants are at the discretion of the City Council; and any amount up to $25,000.00 may be awarded. No other grants have been requested or awarded by the City Council this fiscal year.

Staff Recommendation

As the application meets the requirements of the program, it is recommended that the City Council consider an award to Beard & Buller LLC.

Alternatives

The City Council could deny this request and wait for a project that more closely complements the program and fulfils their objectives.

Attachments

Resolution No. 5197; Agreement; Application and Supporting Documents; Proof of Historical Significance; Color Photographs; and Location Map

Prepared by:
Robby Hefton, Assistant City Manager/CFO
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5197

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH BEARD & BULLER LLC UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 100 SOUTH CROCKETT STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Beard & Buller LLC for improvements to 100 South Crockett Street under the City of Sherman's Central Business District Building Restoration and Improvement Grant Program, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY, CITY ATTORNEY

CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM
AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into on this the ______day of ________________, 2008, by and between the City of Sherman, a municipal corporation of the State of Texas, hereinafter referred to as "City", and Beard & Buller LLC, hereinafter referred to as "Applicant."

WITNESSETH THAT in consideration of the mutual promises and undertaking herein for the purpose of carrying out the restoration of a downtown property, thereby benefiting both the Applicant and the City;

THEREFORE, the Applicant and the City certify and agree to the term s and conditions as set forth below:

I.
TERMS OF AGREEMENT

1. **Ownership and Grant Program.** The Applicant represents and presented documentation that they are the owner of or tenant in good standing of a certain property located at 100 South Crockett Street in the City of Sherman, Grayson County, Texas, hereinafter referred to as "Property," lying within an area where the City is conducting a Central Business District Building Restoration and Improvement Grant Program as described in the Program's "Guidelines and Policies," a copy of which has been provided to the Applicant and is attached hereto as Exhibit "A" and made a part of this Agreement for all purposes, a copy of which has been provided to the Applicant.

2. **Property Description and Eligibility.** The Property is of commercial, retail, service, professional and/or office use, and Applicant's proposed improvements to the Property listed in the Central Business District Building Restoration and Improvement Grant Program Application are eligible improvements as described in the Program's Guidelines and Policies. Applicant states that all of the information contained in the application is truthful and discloses sufficient information so as not to be misleading. The submitted application is attached hereto as Exhibit "B" and incorporated into this Agreement for all purposes.

3. **Compliance with Codes.** All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.

4. **City Approval for Work.** Only the work that is agreed to by the City and the Applicant, which will be outlined in a formal written notice to proceed to be provided to the

Applicant by the City upon Application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. Any work that is begun by the Applicant prior to receiving a written notice to proceed from the City will not be eligible for reimbursement.

5. **Rebate/Reimbursement.** The City will rebate a portion of the cost of eligible building improvements as described in the Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following supporting documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.

6. **Lien.** Upon completion of the work, the City shall record a conditional lien on the property in the full amount of the City's monetary grant to Applicant and the Applicant consents to such lien. The lien shall remain in effect until the terms and conditions in Exhibit "A" have been fully complied with or the lien in favor of the City has been paid in full.

7. **Display of Sign.** After the work has been completed, Applicant shall display a sign or banner (provided by the City) indicating participation in the Central Business District Building Restoration and Improvement Grant Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.

8. **City Access to Building.** Applicant agrees to allow the City or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Central Business District Building Restoration and Improvement Grant Program work.

9. **Work Payment and Personnel.** In accordance with the terms of this Agreement, the Applicant shall hire all personnel and pay for all labor, materials, tools, transportation, services, City licenses and permits necessary to perform or cause to have performed, and all work as specified in the Application. Applicant is aware of Labor Code Section 3700, which requires worker's compensation insurance or self insurance for employees.

10. **Time Period for Work.** Upon the signing of this Agreement, the Applicant shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit and be completed within twelve (12) months thereafter. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicant will be permitted.

11. **Notice and Compliance with Laws.** The Applicant shall give all notices required and comply with all applicable laws, ordinances and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.

12. **No City Liability.** Applicant understands and agrees that the City and their officers, agents, and employees, shall have no responsibility or liability of any failure or

inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements.

13. **Proper Use of Hotel/Motel Tax Revenues.** Applicant acknowledges that they are aware that the money being provided to them through this agreement comes from the City's Hotel/Motel Tax revenues; and Applicant further acknowledges and agrees that they have independently determined that the project contemplated by this agreement and the submitted application complies with the State law regarding the use and application of such money, as set forth in the Texas Tax Code at Chapter 351, Section 351.101 and, in particular, that the project will enhance and promote tourism by attracting visitors from outside the City and the project will enhance the historical restoration, rehabilitation, or preservation of a historic structure. Applicant further acknowledges and agrees that, if the project is determined at any time not to comply with Chapter 351 of the Texas Tax Code, any and all money acquired from the City by Applicant for this project shall be immediately and fully reimbursed to the City.

II.
GENERAL TERMS

Assignment of Agreement.

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound, 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 Agreement.

INDEMNIFICATION

Applicant shall indemnify, release, defend and hold City, their officers, employees and agents, harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicants, its employees and agents from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or willful misconduct of City, their officers, employees or agents.

Successors and Assigns

City and Applicant each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

Severability and Conflict

Any provision or part of the Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and the Applicant, who agree that the Agreement 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.

Captions

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

Choice of Law: Venue.

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

Binding Authority

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

Entire Agreement

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

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

EXECUTED on this the ______day of ________________________, 2008.

City of Sherman:

____
George Olson, City Manager

Property Owner(s):	**Applicant(s):**
______________________________	______________________________
Jared Beard	**Scott Buller**
Name: JARED BEARD	Name: Scott Buller
Address: 3524 LINDALE	Address: 3524 LINDALE
Address: Mckinney tx	Address: Mckinney Tx
Phone: 214-218-6719	Phone: 972-838-5366

APPROVED:

____
DOREEN E. MCGOOKEY
City Attorney

CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

OBJECTIVES, ELIGIBILITY REQUIREMENTS, AND TERMS AND CONDITIONS

The Building Restoration and Improvement Grant Program is designed to stimulate improvements to existing historically significant and commercial buildings and interest in vacant and underutilized buildings in the Central Business District of the City of Sherman, Texas, to enhance the physical appearance and economic vitality of downtown Sherman, to promote joint public/private investment to complement ongoing revitalization efforts, and to make Sherman's Central Business District a point of destination for retail and commercial activities.

Program Objectives and Available Assistance

- To make positive, high-impact visual improvements to historically significant and commercial buildings, providing an overall enhanced image for downtown Sherman, thereby attracting local residents and visitors to shop, dine, and do business in the Central Business District
- To provide a maximum of $25,000.00 per project as a monetary incentive, a grant packaged as a forgivable loan with a lien placed on the subject property, to the owners of historically significant and commercial properties in the Central Business District for high-quality improvements to their properties

Eligibility Requirements

- Assistance under this program will be considered subject to the availability of funding.
- Buildings within the downtown improvement area (map attached) that are of a commercial, retail, service, or professional use are eligible to participate in the program.
- For mixed-use buildings, only the portion of the building that is commercial, retail, service, or professional is eligible.

Minimum Guidelines

- Buildings improved with funds from this program must remain open, operative, and free of graffiti and blight for a period of five (5) years from the date of agreement and until the lien is released.
- Tax payments for the subject property shall be up-to-date at the time of application and kept current throughout the five-year grant period.
- Outstanding work orders for the City's Developmental Services Department and/or the City's Fire Department and requests to comply therewith must be addressed prior to grant approval. Any noncompliance or outstanding violations will disqualify the applicant.
- **Grants will be approved at the sole discretion of the City.**

- To be accepted into the program, projects must make a substantial visible improvement to the appearance of the building, at the discretion of City staff. Repainting a building its same colors is considered maintenance, not an improvement.
- Building improvements should maintain the character of the downtown area; and the design drawings must be approved by the City in order to access funding for improvement.
- Improvements to be undertaken shall conform to the City's Codes and any other policies and regulations applying to the subject property.
- **Retroactive applications will not be accepted.** Applicants must consult with City staff before work begins to define a project scope.
- For historically significant properties, program funds shall be made available only to projects that enhance and are sensitive to the historical nature of the structure.
- For properties with multiple storefronts, it is recommended that the façade treatment provide a cohesive theme while also allowing for some distinctive design elements to the various businesses, such as signage, exposing transom windows, lighting, flower boxes, murals, etc., to provide better street visibility and promote economic development downtown.
- For corner buildings fronting more than one street, improvements must be made to each frontage if determined necessary by City staff.

Application Prioritization

Funding is limited, and project applications will be prioritized on a first-come, first-served basis.

Eligible Improvements

Eligible improvements must be permanent in nature as determined exclusively by the City of Sherman. All improvements must be consistent with the City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws. Eligible costs include the cost of materials, equipment, and contracted labor to complete eligible improvements, including, but not limited to, the following:

- New commercial or mixed-use construction
- Commercial code compliance renovations
- Permanent commercial interior remodeling improvements
- Permanent commercial site (exterior) improvements
- Compliance with Americans with Disabilities Act (ADA) for commercial properties
- Work necessary to bring the structure up to life-safety code standards
- Installation, repair, and replacement of exit (exterior) doors and hardware
- Repair, replacement, or addition of exterior shutters and awnings/canopies
- Repair, replacement or purchase of signs (when performed as part of an overall façade improvement)
- Repair and replacement or installation of interior and exterior stairs, porches, railings, and exit facilities
- Repair and rebuilding of interior and exterior walls, including cleaning, sealing, tuck pointing and painting
- Repair or replacement of frames, sills, glazing, replacement of glass and installation of new windows
- Installation of permanently affixed landscaping, such as stone or brick planters
- Installation, repair, or replacement of exterior lighting
- Mechanical, including rewiring, replumbing, insulation, mechanical systems/climate control

The City will prioritize projects. Consideration will be given to (1) threats to the survival of the structure, (2) importance of the structure to the overall goals of the program, (3) structural integrity and condition, and (4) cost effectiveness of the proposed work. In determining the grant amount, the City will also consider the time required to complete the project. Applicants are requested to limit their requests to projects that can be completed in a twelve (12) month period.

Ineligible Improvements

- No structural addition that would enlarge the residential (livable) space of the project is to be financed with these funds – nor an area not originally a livable space made livable.
- Residential structures
- Real estate or building purchases
- Furnishings and equipment purchases
- Working capital
- Inventory financing
- Title reports and legal fees
- Professional fees such as architects, engineers, and solicitors
- Labor provided by the Applicant or tenant of the building
- Extermination of insects, rodents, vermin and other pests
- Improvements that do not comply with City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws
- Expenses incurred prior to grant application approval. Improvements cannot be undertaken before grant application approval.

Property Lien

Once the work is completed, the City will record a lien on the property to ensure that the property improved with funds from this program remains open, operative, and free of graffiti and blight for a period of five years from the date of agreement. If the Applicant fails to maintain the funded improvements for the entire five-year period, the City will recover its costs through the lien. If the Applicant satisfactorily fulfils the program requirements, the lien will be released at the end of five (5) years from the date of agreement.

Application Process

Program Application and Agreement forms are available in the City Manager's Office in the Sherman City Hall, 220 West Mulberry Street, Sherman, Texas 75091-1106, telephone (903) 892-7201. The application process is as follows:

- After reviewing the program guidelines, the Applicant will meet with City staff to discuss the desired work to be undertaken. If the proposed work is within the program guidelines, as determined exclusively by City staff, a completed application is submitted to the City. Written bids, sketches, color samples, and material supplies should be included.
- The Applicant is responsible for submitting plans and specifications to the City and obtaining all required planning and building permits, and any other applicable approvals, with the assistance of City staff.
- The Sherman City Council will consider the recommendations made by the City staff and will make its decision in a public meeting. The Council's decision will be made by adopting

a resolution, which will authorize the City Manager to enter into a grant agreement with the Applicant.

- With the Council's authorization, the City Manager will cause the necessary documents to be drawn up and will sign the grant agreement.
- Upon approval, the City will send a "Notice to Proceed" to the Applicant. The Applicant may proceed with the planned building improvements pursuant to the approved design and issued permits. All payments for the work should be made by the Applicant and supported by clearly defined invoices outlining eligible work. Work shall commence within ninety (90) days of the approval date of the building permits. Extensions may be granted solely at the discretion of City staff.
- City staff will monitor the ongoing progress during construction to ensure that the work is performed according to the approved application and plans. No changes to work shall be made without the written consent of both the Applicant and the City. Approved "Change in Work" forms will be attached to the original application, dated and signed by the City Manager.
- Deviations from approved plans and specifications may disqualify the Applicant from this grant program.
- Once the work is completed, the City will record a lien, good for five (5) years, on the subject property.
- Funds will be disbursed upon completion of the project. City staff will conduct a final inspection before the grant funds will be disbursed to the Applicant. A Certificate of Approval will be issued to the Applicant.
- Reimbursement claims for all eligible expenses must be submitted with the following supporting documents.
  - A completed Rebate Claim form supplied by the City of Sherman
  - Any applicable planning and building permits
  - Cancelled checks and paid invoices/receipts for eligible work

  After final approval of the improvements, the rebate reimbursement will be processed. Allow 30 days for receipt of the rebate check.

- After the work is completed, Applicant shall display a sign or banner (provided by the City) indicating participation in the City of Sherman Central Business District Building Restoration and Improvement Grant Program. The sign or banner shall be displayed either on the exterior or in the front window of the building for a period of 30 days.

Loan Applications

The loan application requires:

- Information summarizing the project, including complete construction plans and specifications
- The project cost and the amount of other dollars being brought to the project
- Preliminary commitment of private funds
- Specific uses of all funds
- Current financial and/or profit and loss statements
- Amount of grant requested and proposed term being requested
- Current lien/title report on the subject property

All applications must be made on forms provided by the City of Sherman. For further information, please contact:

George Olson
City Manager
City of Sherman

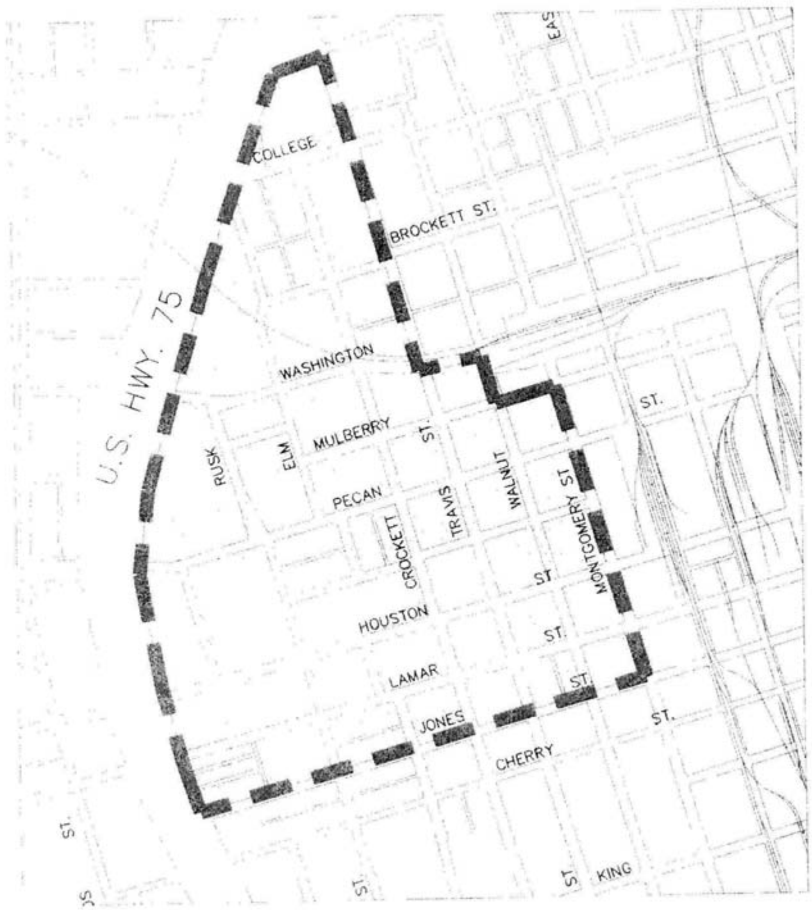
Physical Address:
Sherman City Hall, City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
or
Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

Telephone: (903) 892-7201
Facsimile: (903) 892-7355
E-Mail: georgeo@ci.sherman.tx.us

Scott Shadden
Developmental Services Director
City of Sherman

Physical Address:
Sherman City Hall, Building Inspection
220 West Mulberry Street
Sherman, Texas 75090
or
Mailing Address:
P. O. Box 1106
Sherman, Texas 75091-1106

Telephone: (903) 892-7333
Facsimile: (903) 892-7274
E-Mail: scotts@ci.sherman.tx.us



CITY OF SHERMAN TEXAS

CENTRAL BUSINESS DISTRICT

BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

Beard & Buller LLC

To: The City of Sherman
From: Beard Buller LLC
Date: April 02, 2008
Re: 100 St. Crockett St. Sherman TX - Downtown Sherman Revitalization Grant

To the City of Sherman:

In August of 2007, Beard and Buller LLC became the proud owners of 100 S Crockett St. This property is situated in a key location in downtown Sherman at the corner of Houston and Crockett St. Built in 1856 this building has stood the test of time and is known as Sherman's oldest building. Unfortunately previous owners have left it abandoned and under utilized for nearly ten years and it is now an eyesore on the downtown square. We look forward to improving this property aesthetically which will promote economic growth and overall attractiveness in downtown Sherman.

Our goal is to work with the City of Sherman and the Central Business District - building and restoration grant program. Our goal is to work together in providing significant high impact improvements at the corner of Houston and Crockett street.

We have read and believe to understand the Grants objectives as outlined in the Grant Application. The program objective is to attract local residents and visitors to dine, shop and do business in the central business district by providing positive improvements to historically significant commercial buildings and to enhance the overall image of downtown Sherman. As stated in the application, buildings that are commercial, retail, or service are eligible for the grant.

100 Crockett is planned to undergo significant improvement to ideally attract a restaurant or retail establishment on the first floor and professional services upstairs. The building will undergo a 3 phase build out to suit the needs of our tenants. Initially:

Phase 1:	Will see the completion of an exterior remodel to include: New window and doors, new roof and parapet, the addition of exterior lighting and awnings to modernize the buildings appearance, and paint the exterior a brick red color with black and white trim accents. Foundation repair, dry rot repair to include subfloor, joist and stingers, leveling of the interior subfloors and prep for ADA including: lowering the Houston side entrance and installation of an elevator shaft.
Phase 2:	Will see the completion of the first floor build out, which will include new electrical, insulation, plumbing and HVAC, and attractive finish out.
Phase 3:	Will see the completion of the 2nd floor, to include new electrical, insulation, HVAC, attractive finish out and elevator installation.

We are excited to partner with the city of Sherman and are committed to revitalizing its downtown historic district thru this project. We plan to make significant capital improvements that will spur commerce in the downtown and feel strongly that our plan will benefit both parties for many years to come.

Sincerely,

Scott Buller
Partner, Beard & Buller LLC

CITY OF SHERMAN
City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
Tele: (903) 892-7201 Fax: (903) 892-7355

FOR OFFICE USE ONLY

File #____________________

Assessment Role Number	Assessed Property Value
__________	__________

Property Address____________________

Date Application Received	Date Application Completed
__________	__________

CENTRAL BUSINESS DISTRICT
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

Application

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Building Restoration and Improvement Grant (Forgivable Loan) Program.

I. Applicant Information

1. Applicant(s) name: Beard & Buller LLC
   Mailing address: 3524 Lindale
   City: McKinney State: TX Zip:75075

   Federal Tax ID or Social Security Number: 36-4611886

2. Applicant's daytime telephone number: 972-838-5366
   Cell # (214)218-6719 Facsimile # (972)548-2010
   E-mail address: sbuller@hotmail.com

3. Status of applicant (please check one)
   __X__ Property owner with vacant facility
   ____ Property owner with tenant business
   ____ Property owner/operator of existing business on property

4. Owner of property is a/an (please check one)
   ____ Individual
   __X__ Partnership (attach copy of Partnership Agreement)
   ____ Corporation/profit (attach copy of Articles of Incorporation)
   ____ Corporation/nonprofit (attach list of officers and directors)
   ____ Trust (attach copy of Trust Agreement)
   ___ Other

5. Length of ownership: 8 months
   Date purchased Aug 27, 2007

II. Property Information

1. Address of property to be improved:
   100 S. Crockett St.
   Sherman Tx.75090

2. Legal description of subject property:
   Commercial
   OPT Sherman, Block PT 4, 33.33 x 76.5 2549.75 SF 33.33x76.5 2549.75
   100 S Crocket

3. Tax Assessor Parcel Number(s):
   R161857

4. Year built: 1856 Square footage: 4954sqft

5. Is this a National Register building? Yes___ No__X_ (check one)
   Is this a building of known local significance? Yes__X_ No___ (check one)

6. What are the current types of businesses occupying the building? VACANT

7. Name and phone number of tenant(s), if applicable: N/A

   (Attach additional names/numbers, if needed)

8. Use of building after construction: PROFESSIONAL OFFICE USE/RETAIL

9. Number of parking spaces provided:_______ Proposed:________ Total:___________

10. Current zoning: CENTRAL BUSINESS DISTRICT

11. Is a zoning amendment required? Yes___ No__X_ (check one)

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans. Identify the materials to be used, such as the type of paint or stain (i.e., exterior latex, color, etc.). Include details of new signs or awnings, etc. Provide color photos of the subject property and those adjacent prior to and after the improvements are made.

   Please note: Applicants should carefully review the "City of Sherman Central Business District Building Restoration and Improvement Grant Program Objectives, Eligibility Requirements, and Terms and Conditions", and discuss all proposed improvements with the City of Sherman's Developmental Services Department prior to completing this application. It is also recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental

Services Department and the City Manager's Office prior to completing the application form.

Description: 100 Crockett St Planned renovation will consist of but not limited to:

1) Exterior improvements: new roof installation, new roof parapet facing Crockett st, masonry repair, stone header "Est. 1865" added to face of building, new exterior/trim paint(main color: Brick Red; Trim white and charcoal black, exterior lighting, replace existing windows and casings, add new windows and casing, adding window awnings(color: black and red), new entry doors. Visual hi-impact improvements will be made to the front of the building facing Crockett St and to the side of the building along Houston St.
2) Interior improvements: A) first floor, level subfloor, 2 new ADA accessible bathrooms, office space, new lighting, new plumbing, new HVAC, lower subfloor(Houston Entrance) for ADA accessibility, install limited utility elevator, elevator shaft, insulated walls, ADA accessible new doors, new carpet, wood entryways, new stairs to second floor, new electrical, phones and internet, smoke alarms, illuminated exist signs. B) Second Floor, new stair railing, 2 new ADA accessible bathroom, new office spaces, ADA new doors, windows and casings, insulated walls, ceiling fans, new electrical, phones and internet, new carpet.

☐ **Designs Attached**	☐ **Before Picture(s) Attached**

2. How many jobs will be **retained** once the project is completed? To be determined

_______Full-time positions _______Part-time positions

3. How many **new positions** will result from this project? To be determined

_______Full-time positions _______Part-time positions

IV. Work Estimates

Please attach two (2) independent contractor estimates for each component of the proposed improvement. Please note that grant/forgivable loan funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:
Chris O'Bier
O'BIER PAINTING/DRYWALL/REMODELING - 214-578-8415

   Amount: $218,160.71

2. Name/Company and Phone Number of Second Contractor:
Mickey Harris
B&M Construction – 972-736-1420

   Amount: $262,000

3. Additional Estimates/Comments: (Please attach additional quotes, as required)
RD Baxter Elevator – $37,500

4. Total estimated costs of your improvements: $270,000 to $330,000

5. Estimated completion date for your improvements? SEPT 2008

V. Signature of Owner/Authorized Agent – Affidavit or Sworn Declaration

I/We, ______________________________,
of the City of Sherman, County of Grayson, State of Texas, make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application in respect of the application is true.

I/We hereby authorize inspections of my/our property to be improved.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Central Business District Building Restoration and Improvement Grant Program.

Sworn to (or declared before me), Tina Joseph, a Notary Public in and for the State of Texas, on this the 22nd day of February, 2008.

TINA M. JOSEPH
MY COMMISSION EXPIRES
October 28, 2010

Applicant

Co-Applicant

Tina M. Joseph

Notary Public, State of Texas
My Commission Expires: 10-28-2010

V. **Consent of the Owner to the Use and Disclosure of Personal Information**

I/We, Jared Beard and Scott Buller partners in Beard and Buller LLC, are the owner of the land that is the subject of this Application and, for the purposes of the Freedom of Information and Protection of Privacy Act, I/we authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the ______________ for the purposes of processing this application.

2/21/2008 ______________________ Date

______________________ Signature of Owner(s)

VI. **Authorization for Agent** *(complete only if Applicant is not the registered Owner)*

I/We, ____,
the owner of the subject property, hereby authorize ______________________
(Agent) to act on my behalf with respect to the application.

______________________ Date

______________________ Signature of Owner(s)

Note: Information provided in this application will become part of a public record.

FOR OFFICE USE ONLY (Entire Page)

	Staff Initials	Comments
Ownership Confirmed	[illegible]	
Property Taxes Paid in Full		
Work Order Search (Building)	[illegible]	
Fire Code Conformity		
Master Plan Conformity	[illegible]	
Zoning Conformity	[illegible]	
Building Regulations Conformity	[illegible]	
Copy of Deed Attached	[illegible]	
Copy of Mortgage Attached	N/A	

Alternative to Long Form of Agreement

CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

Letter of Understanding/Agreement

Dear Beard & Buller LLC:

Please be advised that your application for a Building Restoration and Improvement Grant under the City of Sherman Central Business District Building Restoration and Improvement Grant Program has been approved in the amount of $__________________ for the property located at 100 S. Crockett St in the City of Sherman's Central Business District.

Attached is a copy of your application and the calculation sheets used to determine the total value of your grant/forgivable loan.

Any unused portion of this grant/loan remains the property of the City of Sherman and will be withheld by the City.

Any variance to the terms of the program itemized in the document City of Sherman Central Business District Building Restoration and Improvement Grant Program shall result in the repayment of the entire grant/loan at the request of the City of Sherman.

The City shall not be responsible for any loss, damage, or loss of profit resulting from any works undertaken by the Applicant resulting from the use of any financial support arising from the grant/loan program.

The Applicant shall at all times indemnify and save harmless the City of Sherman from and against any and all manner of claims, losses, costs, charges, actions, and other proceedings whatsoever made or brought against, suffered by, or imposed upon any person or property directly or indirectly arising out of, resulting from, or sustained as a result of the work associated with the City of Sherman Central Business District Building Restoration and Improvement Grant Program.

I/We have read, understand, and agree to comply with the terms and conditions as set out in the City of Sherman Central Business District Building Restoration and Improvement Grant Program, for the property municipally identified as: 100 S. Crockett St, Sherman TX.

Scott Buller
Printed Name

Signature — 2/21/2008
Date

Witness — 2/21/2008
Date

Property Information

1. Address of property to be improved:
   100 S. Crockett St.
   Sherman Tx.75090

2. Legal description of subject property:
   Commercial
   OPT Sherman, Block PT 4,
   33.33 x 76.5 25449.75 SF 33.33x76.5 2549.75
   100 S Crocket

3. Tax Assessor Parcel Number(s):
   R161857

4. Year built: 1856 Square footage: 4954sqft

CITY OF SHERMAN

REPAIR/REMODEL PERMIT

SUBCONTRACTOR: BEARD & BULLER LLC

PERMIT #: 70701 DATE ISSUED: 12/14/2007

PROJECT ADDRESS:	100 S CROCKETT ST	LOT #:	
PARCEL ID:		BLK #:	
SUBDIVISION:		ZONE ORD:	
ISSUED TO:	BEARD & BULLER LLC	CONTRACTOR:	BEARD & BULLER LLC
ADDRESS:	3524 LINDALE	ADDRESS:	3524 LINDALE
CITY, ST ZIP:	MCKINNEY TX 75070	CITY, ST ZIP:	MCKINNEY TX 75070
PHONE:	214-218-6719	PHONE:	
PROP.USE:	OFFICE	SQ FT:	4,978.00
WORK:	RENOVATE EXISTING COMMERCIAL	BEDROOMS:	
VALUATION:	$ 175,000.00	BATHROOMS:	
OCCP TYPE:	OFFICE	STORIES:	2
CNST TYPE:	WOOD FRAME		

FEE CODE	DESCRIPTION		AMOUNT
		TOTAL	

NOTES:

NOTICE

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

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

________________________ ___/___/___

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT DATE

________________________ ___/___/___

(APPROVED BY) DATE

Grayson CAD - 2007

Prop ID:	Owner:	Legal:
161857	1856 L L C	OTP SHERMAN, BLOCK PT 4, 33.33X76.5 2549.75 SF

[Property] [Improvements] [Land] [Roll History] [Deed History] [Summary]

Name, Address and Property Information

Owner ID	161857	**Property ID**	161857 (Real) **Geo ID** S034 2181035
Name & Address	1856 L L C PO BOX 50 EDMOND, OK 73083-0050	**Legal Description**	OTP SHERMAN, BLOCK PT 4, 33.33X76.5 2549.75 SF
% Ownership	100%	**Situs**	100 S CROCKETT SHERMAN, TX
Exemptions	n/a	**Neighborhood**	SRV4 (SH DOWNTOWN REINVESTMENT ZONE)
Map ID	S034		

Property Value and Taxing Jurisdiction Information

		Property Values	
(+)Improvement Homesite Value:	+	$0	
(+)Improvement Non-Homesite Value:	+	$46,846	
(+)Land Homesite Value:	+	$0	
(+)Land Non-Homesite Value:	+	$8,799	**Ag / Timber Use Value**
(+)Agricultural Market Valuation:	+	$0	$0
(+)Timber Market Valuation:	+	$0	$0

(=)Market Value:	=	$55,645	
(-)Ag or Timber Use Value Reduction:	–	$0	

(=)Appraised Value:	=	$55,645	
(-) HS Cap:	–	$0	

(=)Assessed Value:	=	$55,645	

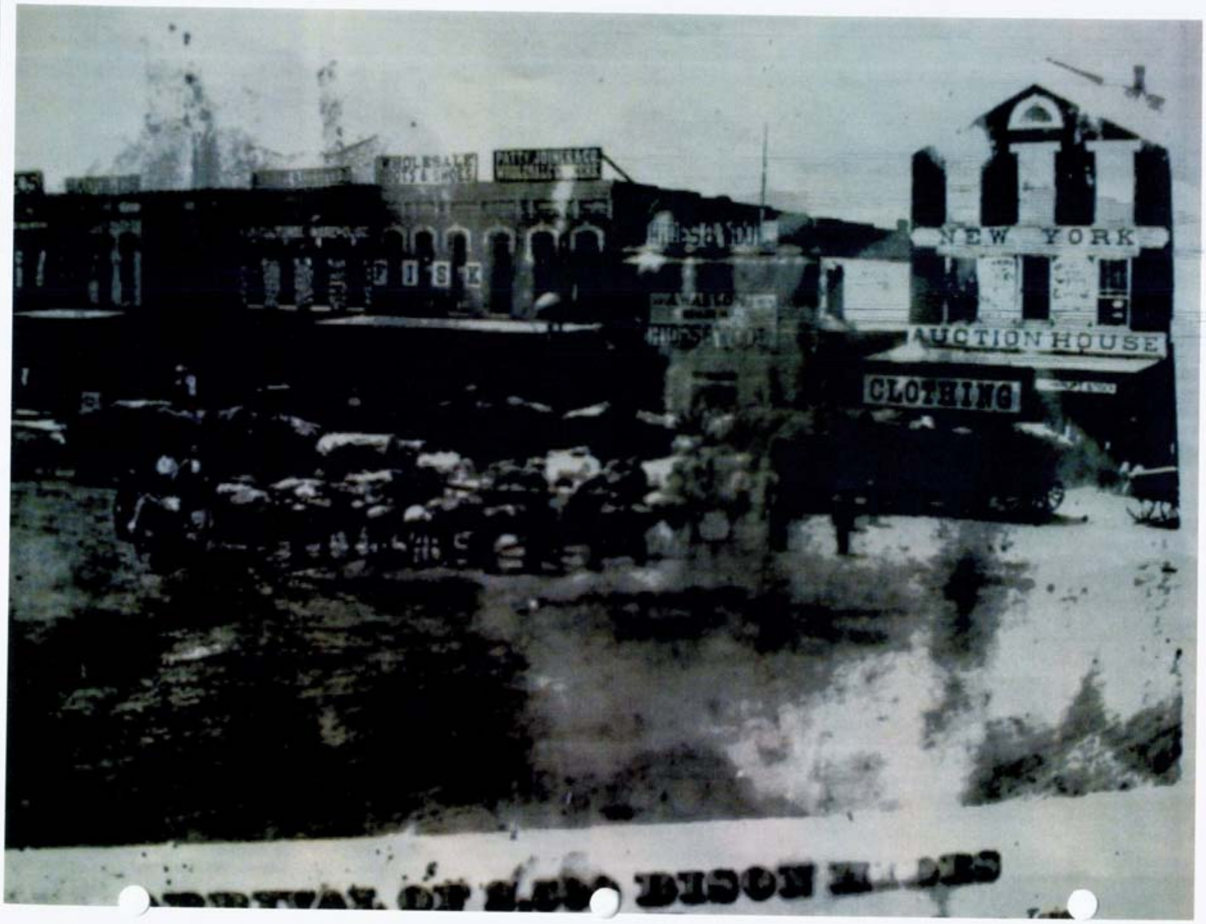
Owner	Percent Ownership	Total Value
1856 L L C	100%	$55,645

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CSH	City of Sherman	0.400000	$55,645	$55,645	$222.58
GRA	Grayson County	0.490900	$55,645	$55,645	$273.16
JRC	Jr College	0.139739	$55,645	$55,645	$77.76
SHRV4	Sherman Reinvestment Zone #4	n/a	n/a	n/a	n/a
SSH	Sherman School District	1.370000	$55,645	$55,645	$762.34
	Total Tax Rate:	2.400639			
				Estimated Tax With Current Exemptions:	$1,335.84
				Estimated Tax Without Current Exemptions:	$1,335.84

[Property] [Improvements] [Land] [Roll History] [Deed History] [Summary] [Search] [Home]

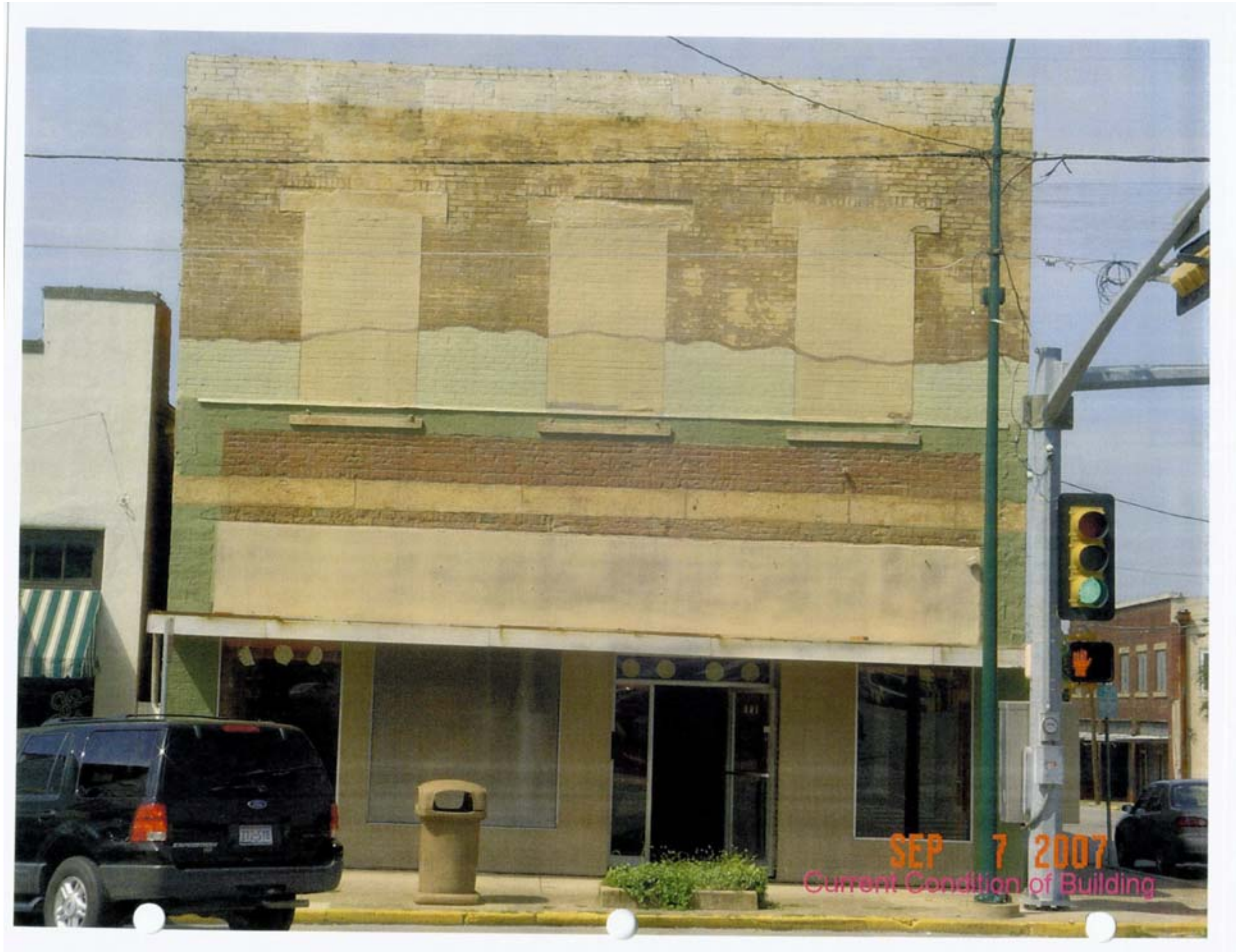
This Data is for Grayson CAD Questions Please Call 903-893-9673.

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


NEW YORK
AUCTION HOUSE
CLOTHING

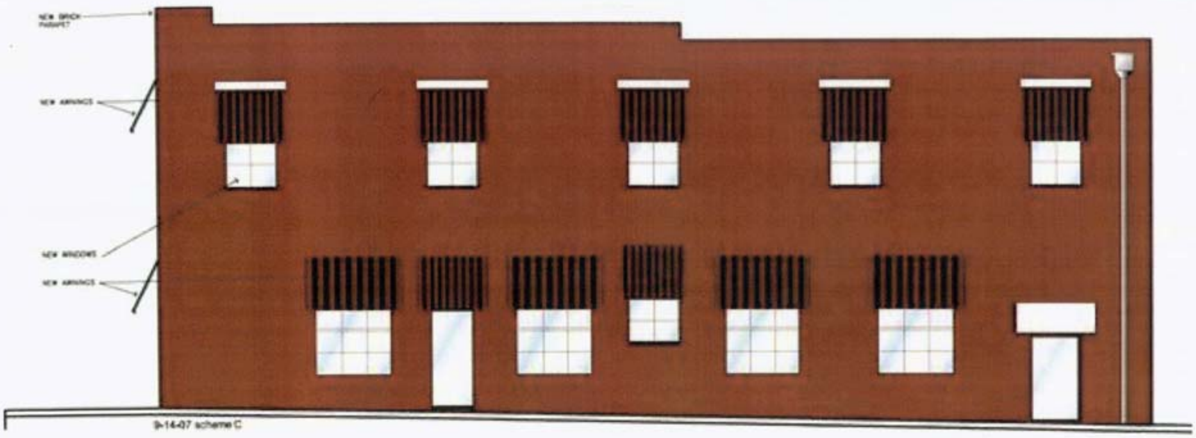

PIANOS
ORGANS
DAILY
WEEKLY
JOB
DEMOCRAT OFFICE.


BABCOCK BROS.' AUTO SUPPLY CO.
OILS

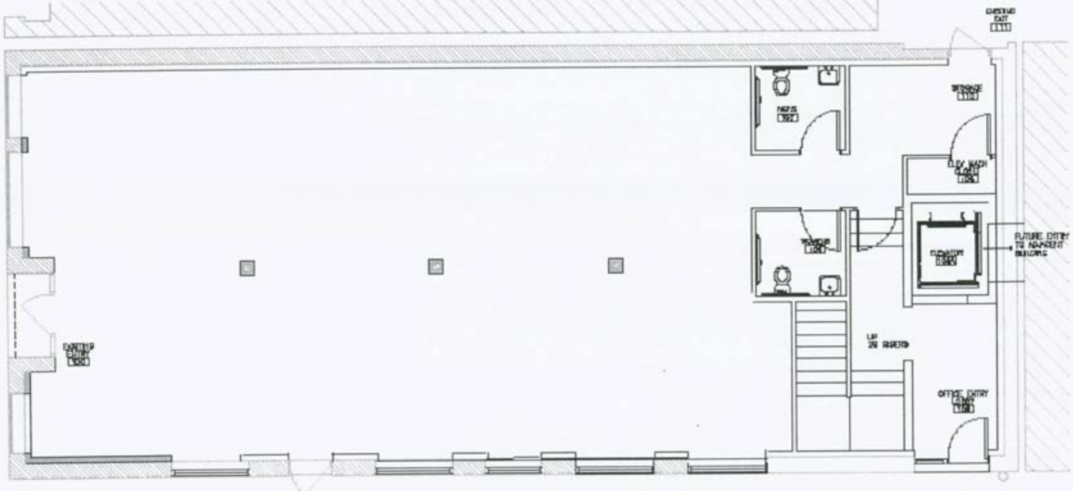


Current Condition of Building

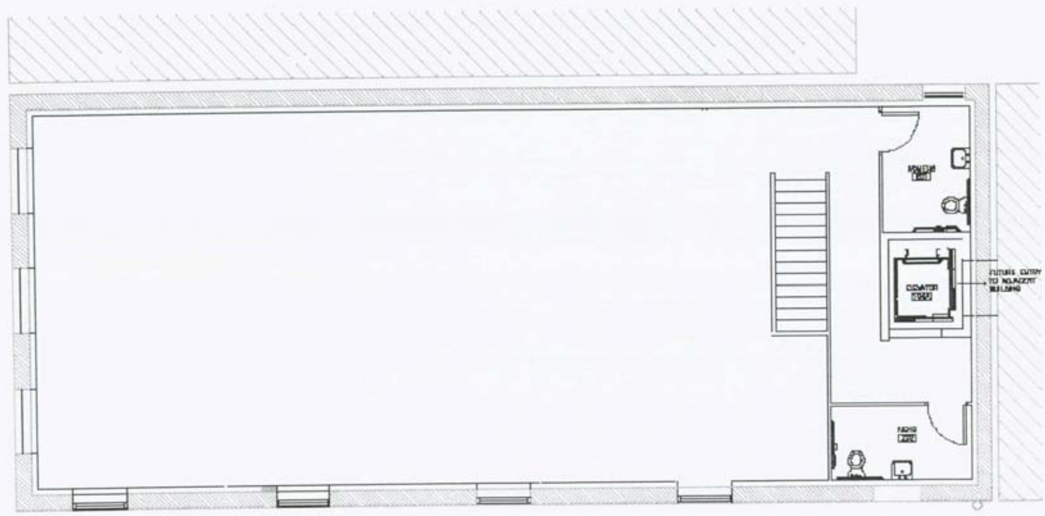

NEW BRICK PARAPET
100 S. Crockett
Est. 1856
3 NEW WINDOWS IN EXISTING OPENINGS
NEW AWNINGS
NEW WINDOWS IN EXISTING OPENINGS
9-14-07 sc



2 proposed Houston elevation
scale: 1/4" = 1'-0"



Entry level with sidewalk



ELEVATOR
FUTURE ENTRY
TO ADJACENT
BUILDING

DOWN TOWN MCKINNEY TX. - INSPIRATIONAL PHOTO

Grayson County
Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090

7D 2007 00021680

226084

Instrument Number: 2007-00021680
As
Recordings

Recorded On: August 30, 2007

Parties: 1856 LLC

To BEARD AND BUTLER LLC

Billable Pages: 3
Number of Pages: 5

Comment: WD

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Recordings	24.00
Total Recording:	**24.00**

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

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

File Information:

Document Number: 2007-00021680
Receipt Number: 249944
Recorded Date/Time: August 30, 2007 03:18:24P
Book-Vol/Pg: BK-OR VL-4315 PG-478
User / Station: G WHITE - Cashiering Station 1

Record and Return To:

CHAPIN TITLE CO., INC.
614 N. TRAVIS ST.
SHERMAN TX 75090

COUNTY COURT OF GRAYSON COUNTY, TEXAS

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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

2260X4

	Bk	Vol	Pg
00021680	OR	4315	479

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

General Warranty Deed

Date: August 23, 2007

Grantor: 1856, L.L.C., A TEXAS LIMITED LIABILITY COMPANY

Grantee: BEARD & BULLER, L.L.C.

Grantee's Mailing Address:

3524 Lindale
McKinney TX
Collin County

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

SITUATED in the County of Grayson, State of Texas, being a part of Lot One (1) in Block Four (4) of the ORIGINAL TOWN PLAT OF SHERMAN, TEXAS as shown by plat of record in Volume "B", Page 1, Deed Records, Grayson County, Texas, containing 0.12 acres of land, more or less, being described more particularly in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

Reservations from Conveyance:

The herein described tract of land is being conveyed subject to all outstanding Mineral Deeds and/or Reservations, Royalty Deeds and/or Reservations, oil and gas leases, easements and property restrictions appearing of record in the Deed Records/Official Public Records of Grayson County, Texas; affecting the herein described property, all of which are excepted from the WARRANTY hereinafter given.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2007, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

As part of the consideration for this deed, Grantor and Grantee agree that Grantee accepts the Property in its present as is, where is condition, with all defects, known and/or unknown. Grantee forever indemnifies, holds harmless and releases Grantor from any liability for any latent defects and from any liability for any environmental problems affecting the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

1856, L.L.C., A TEXAS LIMITED LIABILITY COMPANY

By: Fern M. Ratliff
Name:
Title:

STATE OF Oklahoma

COUNTY OF Oklahoma

This instrument was acknowledged before me on August 23, 2007, by Fern M Ratliff as Member of 1856, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, on behalf thereof.

Carlene M S L #4286
Notary Public, State of Oklahoma

AFTER RECORDING RETURN TO:
Chapin Title Co.
810 N. Union Ste #601
Whitesboro, TX 76273

EXHIBIT "A"

SITUATED in the County of Grayson, State of Texas, being a part of Lot ONE (1) in Block FOUR (4) of the ORIGINAL TOWN PLAT of SHERMAN, TEXAS as shown by plat of record in Volume "B", Page 1, Deed Records, Grayson County, Texas, being all of a 33.33 x 76.50 foot tract of land conveyed by Creta Lynn Carter, II to 1856, L.L.C. by deed dated December 1, 1994, recorded in Volume 2374, Page 557, Real Property Records, Grayson County, Texas, being all of 34.00 x 73.50 foot tract of land described in two tracts in deed from Victor Ratliff, Jr. to 1856, L.L.C. by deed dated December 1, 1994, recorded in Volume 2382, Page 846, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found chisled "X" in a concrete sidewalk near the Northeast corner of a two story brick building, and at the intersection of the South line of Houston Street with the West line of Crockett Street, said "X" maintaining the Northeast corner of both said Lot One, and 33.33 x 76.50 foot tract;

THENCE South 16 deg. 00 min. 00 sec. East, with the East line of said Lot One, the West line of said Crockett Street, a distance of 33.33 feet to the Southeast corner of said 33.33 x 76.50 foot tract;

THENCE South 74 deg. 00 min. 00 sec. West, a distance of 76.50 feet to the Southwest corner of said 33.33 x 76.50 foot tract, on the East line of said 34.00 x 73.50 foot tract;

THENCE South 16 deg. 00 min. 00 sec. East, a distance of 0.67 feet to the Southeast corner of said 34.00 x 73.50 foot tract;

THENCE South 74 deg. 00 min. 00 sec. West, a distance of 73.50 feet to the Southwest corner of said 34.00 x 73.50 foot tract, on the West line of said Lot One, the East line of Lot Nine in said Block Four;

THENCE North 16 deg. 00 min. 00 sec. West, with the West line of said Lot One, the East line of said Lot Nine, a distance of 34.00 feet to the Northwest corner of both said Lot One, and 34.00 x 73.50 foot tract, the Northeast corner of said Lot Nine, on the South line of said Houston Street;

THENCE North 74 deg. 00 min. 00 sec. East, with the North line of said Lot One, the South line of said Houston Street, a distance of 150.00 feet to the PLACE OF BEGINNING, and containing **0.12 ACRES OF LAND** more or less....................

B&M Construction

To:
Beard & Buller LLC
3524 Lindale Dr.
McKinney, Tx. 75070

1-31-2008

100 S. Crockett St.
Bid Proposal

Foundation Work:	$9,150
Roofing:	$12,000
Electric:	$58,150
Insulation: Material – $6546, Labor $2500 =	$9046
A/C & Heating:	$45,847
Plumbing:	$18,675
Awnings:	$7,100
Windows/Casings:	$23,833
Masonry:	$5,000
Flooring:	$11,998
Doors:	$8,224
Painting:	$11,250
Trim:	$10,000
Dry Wall:	$11,039
Framing:	$20,800

Prices include labor and materials — Total $262,112

PROPOSAL

PROPOSAL NO.	
SHEET NO.	
DATE	1-30-08

PROPOSAL SUBMITTED TO:

NAME Beard + Buller LLC.

ADDRESS 3524 Lindale

CITY, STATE McKinney, TX 75070

PHONE NO.

WORK TO BE PERFORMED AT:

ADDRESS Chris OBier

CITY, STATE 1000 CR 401

DATE OF PLANS Princeton, TX 75407

ARCHITECT 214-578-5415

We hereby propose to furnish the materials and perform the labor necessary for the completion of

- Roofing - $ 9800.00
- Electric - $ 51,798.00
- Insulation (1-2) materials $ 5,545.72 (2854 sqft) Labor - $ 1200.00
- Drywall materials $ 5,239.64, Sheetrock $ 3950.00 (5 ea sheet)
  Tape + bed + texture $ 4,500.00 (900 sqft)
- Plumbing - $ 15,675.00
- Doors - $ 4,402.00
- A/C + Heating - $ 34,847.54
- Trim - $ 7,500.00 (1,500 sqft) includes material + Labor
- Flooring $ 11,557.07 (includes material + Labor
- Awning - $ 6,039.28
- Painting - $ 7500.00 (1,500 sqft)
- Foundation $ 7,954.00
- Windows + Glass $ 21,833.07 (New Brick on Front, cut in new windows + Frame + install new Glass)
- Framing (1-2) materials $ 6,800.00, Labor $ 12,000.00 (2240 sqft)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Dollars ($ 215,160.71)

with payments to be as follows

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Per

Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE

DATE

SIGNATURE

Nationwide Lifts
America's *leader* in home elevators.

CONSTRUCTION AGREEMENT SUMMARY

February 18, 2008

Scott Buller

Phone: E:

Re: ***Commercial LULA Elevator Installation Bid***
Project: Sherman, TX office building

Dear Mr. Buller:

Our price to perform the elevator work according to the scope of work and clarifications listed below, is THIRTY SEVEN THOUSAND, SEVENTY FIVE DOLLARS AND NO/100 ($37,075.00).

Our bid is clarified as listed below:

- Our price ***includes*** material, installation, freight and sales tax.
- **NOTE:** LULA elevators, such as the one quoted in our proposal, require a variance from the Texas Department of Licensing and Regulation to be approved for use in your project. It's the responsibility of the owner or owner's representative to obtain this variance.
- Current Schedule is 2 weeks for drawings and 8-10 weeks for manufacturing after receipt of approved drawings. Lead time is subject to change depending on factory load at time of order.
- Electrical and phone line to be provided by owner.
- Please do not construct FINAL hoist way without approved drawings.
- This proposal remains open for 30 days after which it is subject to review.

CODE COMPLIANCE: Latest version of ANSI,ADA

QUANTITY:	**1 Orion Elevator by Concord**
ELEVATOR #:	**1**
TYPE:	**Roped Hydraulic**
CAPACITY:	**1400 lbs.**
SPEED:	**36 fpm**
TRAVEL:	**12' – 0"**
STOPS:	**2**
OPENINGS:	**2 in line**
GATE(S):	**Two speed side opening car door – Baked Enamel**
POWER:	**230 volt 1phase 60 cycle, 60 amp**
CONTROLLER TYPE:	**Microprocessor**

HOISTWAY SIZE (CLEAR):	**69" x 73" clear (after sheetrock).**
OVERHEAD (CLEAR):	**120" minimum**
PIT (CLEAR):	**14" minimum**
PLATFORM:	**48" x 54" clear inside**

CAB:

- **Steel Wall Panels with plastic laminate finish**
- **White Ceiling with Four Round Pot Lights. Suitable for final trim by owner**
- **Steel Two speed hall doors – Baked Enamel Finish**
- **#4 Stainless Telephone Cabinet**
- **Flooring: Plywood- by owner – 5/8" sill depth provided**
- **#4 Stainless Steel Control Panel with position indicator**
- **Handrail – Stainless steel**

FEATURES: Emergency lighting; emergency battery lowering; automatic homing to designated floor; manual lowering valve on pump unit.

SIGNALS/FIXTURES:

- 2 Rectangular #4 Stainless Steel Call Stations

MACHINE LOCATION: Located adjacent to the elevator shaft at the lower landing.

MACHINE ROOM SIZE: Appx. 3' x 5' with self closing self locking door. Electrical Service and phone line to be pulled to the pump unit location.

WARRANTY: 36 months beginning with the ship date of the elevator.

CONTRACT MAINTENANCE: 3 months with the final acceptance date for the elevator

ALTERNATE:

Provide Orion LULA elevator with adjacent openings at each floor. Provides a total of 4 entrances, a front and side opening at both first and second floors. Also includes hall stations at both entrances on each floor.

Price = $50,350.00

Please note, if this option is selected, the adjacent car doors will be installed and disabled during the initial installation. The adjacent entrances and hall doors will be delivered to the site for storage by the owner.

Payment Terms:

□ Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 35% upon ordering of materials and the remainder upon completion.
□ Payment shall be due upon receipt of the invoice from Nationwide Lifts of Texas. If after work has been substantially completed, and full completion is materially delayed through no fault of Nationwide Lifts of Texas, Purchaser shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by Nationwide Lifts of Texas, based on the contract price of the uncompleted portion.

If, after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required as to leave outstanding only the amount equal to the value as estimated by us, based on the contract prices, of the uncompleted portion. If the purchaser does not take delivery of material when tendered, the purchaser is to pay all handling, insurance and storage charges. The remainder of the contract price shall be due and payable upon completion of the elevator(s). If there is more than one unit in this contract, final payment shall be separately as each unit is completed.

Elevator Preparatory Work:

The following preparatory work to accommodate the elevator is to be done by others: Provide an enclosed, plumb and square hoistway with smooth interior surfaces. Include fascias or furring of hoistway interior where applicable. Provide adequate support for guide rail fastenings. Provide pit depth as indicated on elevator approval drawings. Pit floor shall be level and able to support the loads as indicated on elevator approval drawings. Provide machine room to meet applicable codes and standards. Provide 230VAC, 60 Hz, 30 amp single-phase power source in the machine room. Provide 120VAC, 60 Hz, single-phase power source in the machine room for the car lighting circuit. Note: Amperage should be verified on elevator approval drawings. Power supplies should be located in lockable fuseable disconnect unless otherwise directed by Nationwide Lifts.

Warranty:

Nationwide Lifts warrants the equipment sold by it and all parts thereof to be free from defects in material and workmanship under normal use and service. Its obligation under this warranty shall be limited to repairing, any part of said equipment which proves thus defective within the timeframe of the warranty as provide by the original equipment manufacturer from the original date of installation and which its examination shall disclose to its satisfaction to be thus defective.
This warranty is in lieu of all other warranties expressed or implied and of all obligations or liabilities on its part. It neither assumes nor authorizes any person to assume for it any other obligation of liability in connection with the sale of said equipment or any part thereof. This warranty shall not apply to any part, which has been subject to any accident, alteration, abuse or misuse.

The workmanship of the installation is warranted for one (1) year after completion and acceptance. Two (2) adjustments or trouble calls performed during the workmanship warranty period are included in the contract price. These calls are to be performed during regular working hours of regular working days unless required by an emergency condition, at the discretion of Nationwide Lifts.

Permits, taxes and licenses:

All applicable sales and use taxes, permit fees and licenses imposed upon Nationwide Lifts at the time of this proposal are included in the contract price unless otherwise stated. Purchaser agrees to pay, as an addition to the contract price, any the amount of any additional taxes, fees or other charges exacted from the Purchaser or Nationwide Lifts of Texas or by any law enacted after the date of this proposal.

Acceptance of Proposal:

This proposal is submitted for acceptance within thirty (30) days of from date executed by us. This proposal, when accepted by the Purchaser and subsequently approved by an officer of Nationwide Lifts of Texas, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless made in writing and properly executed by both parties. Should purchasers acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern in the event of a conflict.

Terms and Conditions:

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they become due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

In the event of any default by you in payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immedialty become due and payable irrespective of the acceptance by us of notes by you or extension of time for payment. In the event an attorney is engaged to enforce and collect payment due as hereunder either with or without suit, Purchaser agrees to pay all cost thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this agreement to be in Collin County, Texas.

The machinery, implements and apparatus hereunder remain personal property of Nationwide Lifts of Texas. Therefore, Nationwide Lifts of Texas retains title thereto until final payment is made, with right to retake possession of them, or any part thereof, at the cost of the purchaser if default is made in any of the payments irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

Nationwide Lifts of Texas warrants the equipment sold by it and all parts thereof to be free from defects in material and workmanship under normal use and service. Its obligation under this warranty shall be limited to repairing, any part of said equipment which proves thus defective within the warranty period as provided by the original equipment manufacturer, from the date of installation and which its examination shall disclose to its satisfaction to be thus defective.
This warranty is in lieu of all other warranties expressed or implied and of all obligations or liabilities on its part. It neither assumes nor authorizes any person to assume for it any other liability or obligation in connection with the sale of said equipment or any part thereof. This warranty shall not apply to any part, which has been subject to any accident, alteration, abuse or misuse.

Like any piece of mechanical machinery, this equipment should be periodically inspected, lubricated and adjusted by competent personnel. This warranty is not intended to supplant such normal maintenance service and shall not be construed to mean that Nationwide Lifts of Texas will provide free service for periodic examination, lubrication or adjustment due to normal use beyond that included in this Agreement; nor will Nationwide Lifts of Texas correct, without charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other cause beyond its control.

Purchaser will accept the described equipment with the knowledge that Nationwide Lifts of Texas shall neither be required or obligated to service, repair or install new attachments to the equipment after the acceptance date.

Nationwide Lifts of Texas shall not be held responsible nor shall it be liable under the terms of this agreement and Purchaser expressly releases, discharges, indemnifies and acquits Nationwide Lifts of Texas for any and all claims for loss, damage, delay, detention, death or injury of any nature whatsoever.

Should Nationwide Lifts of Texas be compelled by reason of any default on the Purchaser's part to make more than one trip to install the elevator, the purchaser is to pay the traveling time and expenses of all extra trips. Nothing in this contract shall be construed to mean that Nationwide Lifts of Texas assumes any liability on account of accidents to persons or property except those directly due to the negligent act of its workmen. The purchaser shall compensate Nationwide Lifts of Texas for damages to the Seller's material or work on the premises by fire, theft, or otherwise, if not Nationwide Lifts of Texas' fault. It is agreed that the elevator is to be used only to serve a single family in a residential building. The owner of the building agrees that upon its sell he will inform the purchaser. Nationwide Lifts of Texas strongly recommends that the purchaser arrange to have an extension telephone installed in the Elevator Cab by the Telephone Company.

This order, together with its terms and conditions as outlined herein are hereby expressly made a part of this order, when signed and accepted by the Purchaser and an authorized agent of Nationwide Lifts of Texas, shall constitute exclusively the contract between the parties and all prior representations or agreements whether written or verbal not incorporated herein, are superseded.

All work shall performed in accordance with the latest revised edition of (as of the date of this proposal) the United States of America Standard Safety Code for Elevators, Escalators and Dumbwaiters, the National Electric Code, and/or such State and Local Codes as may be applicable. Subsequent to the date of this Agreement, should changes be made in any code, or should rulings by any code enforcement authority extend the application of the code, the work and materials necessary to bring the installation into compliance with such changes shall be in addition to the contract price.

Nationwide Lifts of Texas shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, thefts, riots, floods, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall Nationwide Lifts of Texas be liable for any damages, nor any consequential, special or contingent damages. Nationwide Lifts of Texas shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

Purchaser:

Nationwide Lifts of Texas
1314 W. McDermott, Ste 106-LB 805
Allen, Texas 75013

PH: 469.323.4867
FX: 972.692.5876

This proposal and agreement is hereby accepted:

AGREED & ACCEPTED IN DUPLICATE:

CUSTOMER____________________
(Corporate legal name of Purchaser)

SIGNATURE____________________

BY____________________

DATE:____________________

NATIONWIDE LIFTS OF TEXAS

SIGNATURE____________________

BY:

DATE: February 18, 2008


LOCATION
EASY
BIRGE
HILL
COLLEGE
MAXEY
WILLOW
PORTER
EAST
WOODS
WASHINGTON
MULBERRY
WALNUT
ELY
RUSK
ELM
PECAN
THROCKMORTON
HOUSTON
LAMAR
LAUREL
WALL
56
HOUSTON
LINCOLN
CRO
TRAVIS
MONTGOMERY
EAST
CHERRY
LAMAR
JONES
CROCKETT
WALNUT
1ST
THROCKMORTON
KING
RICKETTS
KING
WELLS
CONTEMPORARY
AUSTIN
RUSK
ELM
EAGLE
M-K-T RR
SP
BRINKLEY
RICKETTS
MOORE
SPRING
LYON
STEADMAN
KENTUCKY
0.9
100 SOUTH CROCKETT
N

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. C.2

**** RESOLUTION NO. 5198***

Authorizing the Execution of an Agreement with the Deblan Company, a Texas Limited Partnership, for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 808 South Charles Street

Issue
This item is to consider property tax abatement for the construction of a new single-family residence at 808 South Charles 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
Deblan Company, a Texas Limited Partnership, located in Sherman, Grayson County, Texas (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 $232.00 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. 5198
Residential Tax Abatement Agreement
Application
Warranty Deed
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE DEBLAN COMPANY, A TEXAS LIMITED PARTNERSHIP, FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 808 SOUTH CHARLES STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from the Deblan Company, a Texas Limited Partnership, and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with the Deblan Company, a Texas Limited Partnership, 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 808 South Charles Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY and the **DEBLAN COMPANY**, a Texas Limited Partnership located in Sherman, Grayson County, 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, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

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

II.

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

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

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

III.

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

IV.

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

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

Being the Lot 10, Block 27 of Elliott West Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 808 South Charles Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

City of Sherman P.O. Box 1106 Sherman, Texas 75091-1106 (903) 892-7200	Deblan Company, a Texas Limited Partnership 1814 Fairway Drive Sherman, Texas 75090 (903) 816-2367

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

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

_____ day of ___________________________, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
DEBLAN COMPANY,
A TEXAS LIMITED PARTNERSHIP

BY: __________________________

GEORGE OLSON

CITY MANAGER

BY: __________________________

NAME: ______________________

TITLE: ______________________

ATTEST:

(CORPORATE SEAL)

BY: __________________________

LINDA ASHBY
CITY CLERK

Notary Public: ___________________

Commission Exp.___________________
License No (where applicable):_______________

APPROVED AS TO FORM:

____
DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: DEBLAN ~~&~~ COMPANY

Mailing Address: 1814 FAIRWAY DRIVE, SHERMAN, TX 75090

Telephone Number: (903) 816-2367

Contact (if different than owner):

Name: LANA NUNNELEY OR DEBBIE HUDNALL

Mailing Address: 1814 FAIRWAY DRIVE, SHERMAN, TX 75090

Telephone Number: LANA (903) 816-2367 DEBBIE (903) 815-4068

Property:

Physical Address: 808 S. CHARLES

Summary Legal Description: Lot: 10 Block: 27 Addition: Elliott West

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: 58,000

Estimated Date of Start of Construction: 3/31/08

Estimated Date of Completion of Project: 5/30/08

Description of Project: SINGLE FAMILY DWELLING, 1080 SQFT, 3 BEDROOMS, 2 BATHS

Applicant(s): DEBLAN COMPANY Date: 4-3-08

By: Lana Nunneley

Grayson County
Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090

70 2008 00006874

Instrument Number: 2008-00006874

As

Recordings

Recorded On: March 27, 2008

Parties: KIGHT FAMILY LTD PARTNERSHIP 1

To DEBLAN CO

Billable Pages: 2

Number of Pages: 4

Comment: WD

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Recordings	20.00
Total Recording:	20.00

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

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

File Information:

Document Number: 2008-00006874
Receipt Number: 263052
Recorded Date/Time: March 27, 2008 03:36:34P
Book-Vol/Pg: BK-OR VL-4425 PG-225
User / Station: G WHITE - Cashiering Station 1

Record and Return To:

KENNEDY AND MINSHEW
320 N. TRAVIS
SHERMAN TX 75090

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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

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

WARRANTY DEED

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

That, KIGHT FAMILY LIMITED PARTNERSHIP #1, of the County of GRAYSON and the State of TEXAS for and in consideration of the sum of FIVE THOUSAND AND NO/100 ($5,000.00) DOLLARS and other valuable consideration to the undersigned paid by grantee(s) herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto DEBLAN COMPANY, A TEXAS LIMITED PARTNERSHIP, whose address is 100 West Belden, SHERMAN, GRAYSON COUNTY, TEXAS 75091, all of the following described real property in Grayson County, Texas, to-wit:

BEING Lot 10, Block 27, Elliott West Addition to the City of Sherman, Grayson County, Texas and being more commonly known as 808 S. Charles, Sherman, Grayson County, Texas.

This conveyance is subject to, and the warranties here do not extend to, any existing easements, rights-of-way or outstanding oil, gas and mineral interest, including oil, gas and mineral leases, building or use restrictions which may be of record in the office of the County Clerk of Grayson County, Texas and which may pertain to the property hereby conveyed.

This conveyance is further made "as-is" without any warranties or representations of any kind or nature as to the property conveyed hereby, or any portion thereof.

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

EXECUTED this 20th day of March, 2008.

KIGHT FAMILY LIMITED PARTNERSHIP #1,
a Texas limited partnership

By: David E. Kight
David Kight, General Partner

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 7th day of March, 2008 by David Kight, General Partner, of and on behalf of Kight Family Limited Partnership #1, in the capacity stated therein.

JOANNA L. CLICK
MY COMMISSION EXPIRES
October 31, 2011

Joanna L. Click
Notary Public in and for
The State of Texas

Prepared by and return to:
Kennedy & Minshew, PC
320 North Travis, Suite 207
P. O. Box 758
Sherman, Texas 75091-0758
RWM/th

CITY OF SHERMAN

RESIDENTIAL BUILDING PERMIT

SUBCONTRACTOR: DAVID KIGHT

PERMIT #: 80528

DATE ISSUED: 3/27/2008

PROJECT ADDRESS:	808 S CHARLES ST YARD	LOT #:	
PARCEL ID:		BLK #:	
SUBDIVISION:		ZONE ORD:	
ISSUED TO:	DEBLAN COMPANY	CONTRACTOR:	DAVID KIGHT
ADDRESS:	1814 FAIRWAY DR	ADDRESS:	860 BROWN RD
CITY, ST ZIP:	SHERMAN TX 75090	CITY, ST ZIP:	SHERMAN TX 75090
PHONE:	903-816-2367	PHONE:	903-821-8828
PROP USE:	RESIDENTIAL	SQ FT:	1,080.00
WORK:	CONSTRUCT SINGLE FAMILY	BEDROOMS:	2
VALUATION:	$ 58,000.00	BATHROOMS:	2
OCCP TYPE:	RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

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

NOTES:

NOTICE

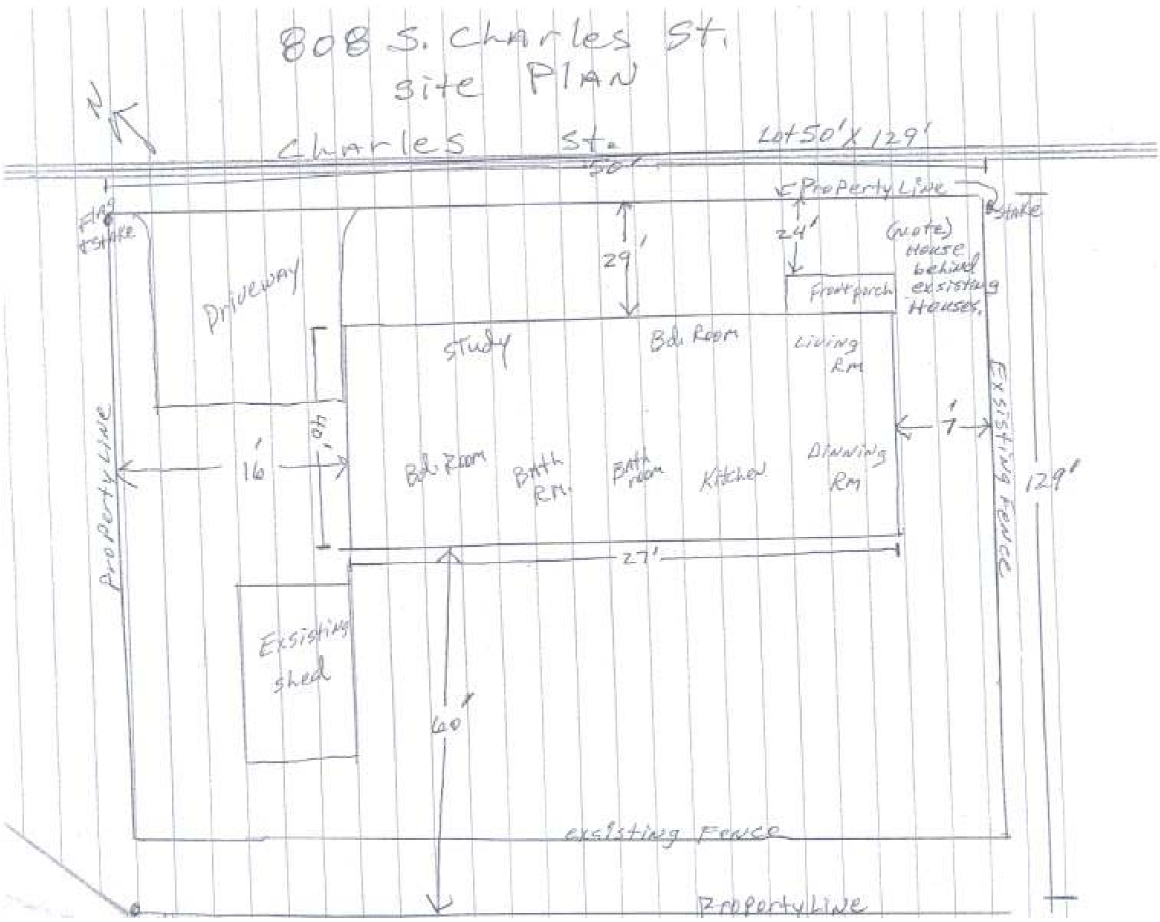
THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

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

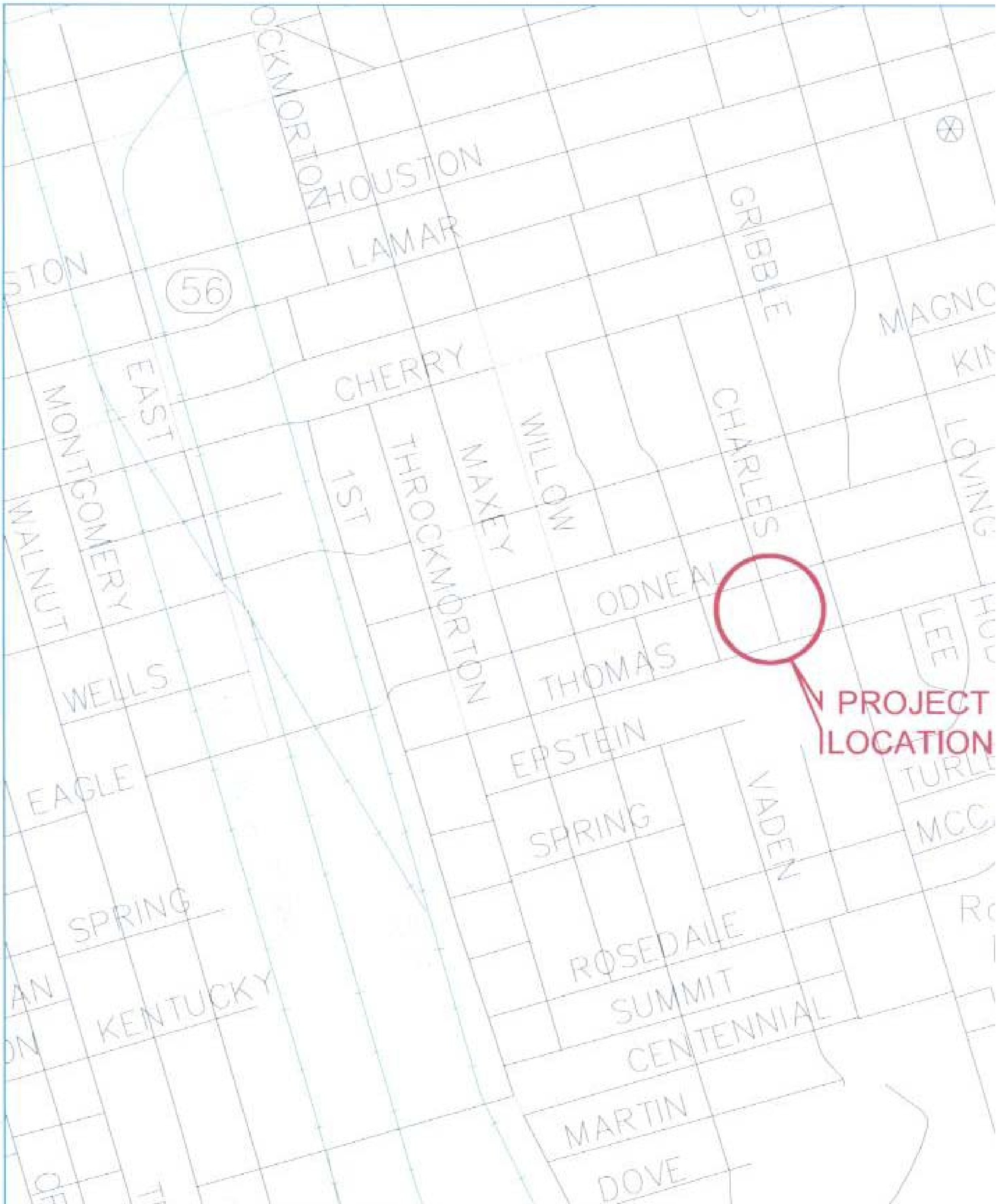
Lara Munsley for Deblan Co

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT   / / DATE

/ /



808 S. Charles St.
site PlAN
N
Charles St.
Lot 50' X 129'
50'
Property Line
Stake
Fire Stake
24'
(note) House behind exsisting Houses.
29'
Front porch
Driveway
Study
Bd. Room
Living RM
16'
40'
1'
Bd. Room
Bath RM.
Bath room
Kitchen
Dinning RM
27'
Property Line
Exsisting Fence
129'
Exsisting shed
60'
exsisting Fence
Property Line



City of Sherman, Texas

808 SOUTH CHARLES

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. D.1

OTHER BUSINESS

Review Operation and Maintenance Agreement for City of Sherman Flood Control Sites and Post Oak Channel in the Choctaw Watershed Project

Issue

Per federal mandate, the City of Sherman is required to review the Operation and Maintenance Agreement for its flood control sites and Post Oak Channel in the Choctaw Watershed Project at least once every five years.

Background

Soil Conservationist Donald R. Gibbons will review with the City Council the Operation and Maintenance Agreement for Sherman's Flood Control Site Nos. 1, 4, 10, 11, 35 and Post Oak Channel in the Choctaw Watershed Project. The purpose of the review is to discuss sponsor responsibilities, status of financial needs, availability of funds, unforeseeable developments, and potential need for revision of the O&M Agreement. The agreement, executed on June 30, 1967, may only be revised by mutual consent of all of the signatories of the original agreement.

Origination

Donald R. Gibbons, Soil Conservationist with the National Resources Conservation Service, formerly the Soil Conservation Service, an agency of the United States Department of Agriculture

Financial Consideration

There is no financial impact to reviewing this Operation and Maintenance Agreement.

Council Action Requested

The Council need take no formal action on this presentation.

Alternatives

Due to the National Resources Conservation Services' time constraints (May 1, 2008), no other alternatives are recommended.

Attachments

Mr. Gibbons' request of April 10, 2008
Operation and Maintenance Agreement dated June 30, 1967
Federal Requirement for Review

Prepared by:
Mark Gibson, Director of Utilities and Engineering

Approved by:
George Olson, City Manager

United States Department of Agriculture

NRCS Natural Resources Conservation Service

406B West Lamar
Sherman, TX 75090
(903) 892-6013

April 10, 2008

George Olson
City Manager
220 Mulberry Street
Sherman, Texas 75091

Dear Mr. Olson,

In accordance with Texas Bulletin No. TX120-08-04 the attached Operation and Maintenance Agreement needs to be reviewed as per the National Operation and Maintenance Manual 500.20C. If possible, I would like to set up a time to review this agreement as soon as possible.

If you have any questions, please don't hesitate to contact the Sherman Service Center at (903) 892-6013.

Sincerely,

Donald R. Gibbons
DONALD R. GIBBONS
Soil Conservationist

OPERATION AND MAINTENANCE AGREEMENT
FOR
STRUCTURAL MEASURES

THIS AGREEMENT made on June 30, 1967 is between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the Service, and the following organization(s), sometimes hereinafter collectively referred to as the Sponsors:

Upper Elm-Red Soil and Water Conservation District
Choctaw Watershed Water Improvement District
City of Sherman
City of Denison
~~City of Bells~~
~~City of Howe~~

The Sponsors and the Service agree to carry out the plan on the attached pages for the operation and maintenance of structural measures in the Choctaw Watershed Project, State of Texas. The measures covered by this agreement and the sponsoring organizations primarily responsible for operation and/or maintenance are identified as:

* Sites 1, 4, 10, 11, 35 and Post Oak Channel - City of Sherman
Site 38 - Denison
~~Site 30 - Bells~~
~~Site 32 - Howe~~

All other works of improvement will be maintained by the Commissioners Court of Grayson County in accordance with Operation and Maintenance Agreement executed the 26th day of March, 1962.

Name of Organization Upper Elm-Red Soil and Water Conservation District

Harold Skaggs Title Chairman

This action was authorized at an official meeting of the Organization named immediately above on June 22, 1967 at Bowie, Texas

Attest Keith Kimplin Title Secretary

Name of Organization Choctaw Watershed Water Improvement District

J. G. McGraw Title President

This action was authorized at an official meeting of the Organization named immediately above on June 7 1967 at Sherman Texas

Attest Pat Stillman Title Secretary

6-26-67
approved?
JET

Name of Organization City of Sherman

_______________ Title Mayor

This action was authorized at an official meeting of the Organization named immediately above on 6-26-67 at Sherman, Texas

Attest J. Spears Title City Clerk

Name of Organization City of Denison

Joe H. Gay Title Mayor

This action was authorized at an official meeting of the Organization named immediately above on June 21, 1967 at City Council meeting

Attest Louise Blanton Title City Clerk

✓ Name of Organization City of Bells

Louis H Skeaner Title Mayor

This action was authorized at an official meeting of the Organization named immediately above on 6-7-67 At Bells, Texas

Attest H.C. Young Title Secy

Name of Organization City of Howe

_______________ Title _______________

This action was authorized at an official meeting of the Organization named immediately above on _______________ At _______________

Attest _______________ Title _______________

Soil Conservation Service, United States Department of Agriculture

By H. N. Smith Title State Conservationist

*The City of Sherman will operate and maintain Sites 1 & 4 only if municipal water storage is included.

OPERATION AND MAINTENANCE PLAN

I. OPERATIONS

A. The Choctaw Watershed Water Improvement District along with the sponsors of each work of improvement as set forth on page one of this agreement will be responsible for and will operate or have operated without cost to the Service the structural measures in compliance with any applicable Federal, State and local laws, and in a manner that will assure that the structural measures will serve the purpose for which installed as set forth in the Work Plan.

B. The Service will, upon request of the Organization responsible for operation and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.

C. The Upper Elm-Red Soil and Water Conservation District will be responsible for providing aggressive leadership amongst owners and operators of land in the watersheds of these structural measures in promoting acceleration of land treatment to insure maximum on-the-land conservation of soil and water and reduce to a minimum sediment pollution of the structural measures.

II. MAINTENANCE

A. The Sponsors of each work of improvement as set forth on page one of this agreement will:

1. Be responsible for and promptly perform or have performed without cost to the Service except as provided in Paragraph III, Establishment Period, all maintenance of the structural measures determined by either the responsible Sponsor or the Service to be needed.

2. Obtain prior Service approval of all plans, designs and specifications for maintenance work involving major repair.

B. The Service will, upon request of the Organization responsible for maintenance and to the extent that its resources will permit, provide consultative assistance in the preparation of plans, designs and specifications for needed repair of the structural measures.

C. The Upper Elm-Red Soil and Water Conservation District will be responsible for continuing effort to motivate owners and operators of land in the watersheds of these structural measures to properly maintain all land treatment measures initiated for purposes of on-the-land conservation of soil and water.

III. ESTABLISHMENT PERIOD

A. During an Establishment Period, as herein defined, the Service will bear such part of the cost of any needed major repairs to the structural measures, including associated vegetative work, as is proportionate to the original construction costs borne by the Service in the construction of the structural measures except that the Service will not bear any of the cost for:

1. Repairs to channels or portions thereof which do not have permanent linings such as concrete, riprap, or grouted rock.

2. Repairs determined by the Service to have been occasioned by improper operation or maintenance, or both.

3. Repairs applicable to municipal or industrial water supply or to any other purpose for which construction costs are not authorized to be paid for in whole or in part with funds appropriated to the Service.

4. Repairs that are mutually determined by the responsible organization and the Service as being items of normal maintenance rather than major repair and are not therefore in keeping with the spirit and intent of the Establishment Period provisions.

B. The Establishment Period for structural measures (exclusive of any associated vegetative work) is a period of three years ending at midnight of the third anniversary of the date on which the structural measure is accepted.

C. The Establishment Period for vegetative work associated with a structural measure is a period from date of acceptance of the initial vegetative work to midnight of the date on which the Service writes the responsible organization advising that an adequate vegetative cover has been obtained. However, this period shall not exceed two growing seasons or the end of the Establishment Period for the associated structural measure whichever is greater in time.

D. As used in the two preceding paragraphs, and elsewhere in this Plan, the following words have the meanings described below:

ACCEPTED, ACCEPTANCE: The date structural or vegetative measures are accepted from the contractor when a contract is involved, or the date structural or vegetative measures are completed to the satisfaction of the Service when force account operations are involved.

ADEQUATE VEGETATIVE COVER: A minimum of seventy percent (70%) cover of the desirable species, with no active rilling that cannot be controlled by the vegetation.

III. ESTABLISHMENT PERIOD (Continued 2)

E. Major repair may involve such things as (1) repairing separated joints, cracks or breaks in the principal spillway, (2) correcting seepage, (3) replacing significant backfill around structures, resulting from major erosion damage, (4) major revegetation due to failure to obtain an adequate vegetative cover, and (5) restoring areas with significant erosion caused by unusual flow (volume, recurrence or extended period of time) in emergency spillways.

F. No action with respect to needed repairs during the Establishment Period will be taken by the Sponsors or the Service which would lessen or adversely affect any legal liability of any contractor or his surety for payment of the cost of the repairs.

IV. INSPECTIONS AND REPORTS

A. During the Establishment Period the Organization(s) responsible for operation and maintenance and the Service will jointly inspect the structural measures at least annually and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the structural measures. It is desirable the annual inspections be performed during the month shown below. Any supplemental inspections then determined necessary will be scheduled and agreed to at that time.

July & August
(Month)

B. After the Establishment Period the structural measures will be inspected annually by the Organization(s) responsible for operation and maintenance, preferably during the month shown below, and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the structural measures.

July & August
(Month)

C. After the Establishment Period the Service may inspect the structural measures at any reasonable time.

D. A written report will be made of each inspection. The report of joint inspections will be prepared by the Organization(s) responsible for operation and maintenance with the assistance of the Service. A copy of each report will be provided by the preparing party to each other party having operation or maintenance responsibilities and to the Service within ten days of the date on which the inspection was made.

IV. INSPECTIONS AND REPORTS (Continued 2)

E. The Choctaw Watershed Water Improvement District and the Upper Elm-Red Soil and Water Conservation District will be represented on each joint inspection group of all works of improvement. Representatives of other sponsors will participate in inspections of works of improvement for which they have specific operation and/ or maintenance responsibilities as set forth on page one of this agreement.

V. RECORDS

Each organization with operation or maintenance responsibilities will maintain in a centralized location a record of all inspections performed both individually and jointly, and of all significant actions taken with respect to operation and maintenance. The Service may inspect these records at any reasonable time.

VI. GENERAL

A. The Sponsors will:

1. Prohibit the installation of any structures or facilities that will interfere with the operation or maintenance of the structural measures.

2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.

3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the structural measures, and provide the Service with a copy of the agreement after it has been signed by the Sponsors and the other party.

B. Service personnel will be provided the right of free access to the structural measures at any reasonable time for the purpose of carrying out the terms of this Plan.

C. The responsibilities of the Sponsors under this Plan are effective simultaneously with the acceptance of the works of improvement in whole or in part.

VII. SPECIAL PROVISIONS

A. The Organization responsible for operation of the structural measures will:

1. Operate and control all water outlet works and control the level of impounded water.

2. Prohibit grazing of vegetation within fenced areas of the structural measures except as needed for proper maintenance.

[illegible] [illegible] (Continued)

B. The Organization responsible for payment of costs of maintenance of structural measures are in good financial condition and shall budget sufficient funds annually to carry out maintenance of these Works of Improvement.

Part 500 – Operation and Maintenance

Subpart C – Operation and Maintenance Agreement

500.20 Overview

A. Practices installed under the Watershed and Flood Prevention Act of 1954 (PL 83-566), the Flood Control Act of 1944 (PL 78-534), and the Resource Conservation and Development program (PL 97-98), require an O&M Agreement to ensure that practices will be properly operated and maintained. Long term contracts (LTC's) executed under the authority of the above statutes, do not require O&M Agreements, but O&M requirements are included in separate O&M Plans (500.31).

B. The O&M Agreement shall be prepared and signed before NRCS executes fund obligating documents for real property acquisition, relocation assistance, or installation of the practices.

C. The O&M Agreement shall be reviewed by the sponsors and the NRCS District Conservationist at least once every 5 years. The purpose of the review is to discuss sponsor responsibilities, status of financial needs, availability of funds, unforeseeable developments, and potential need for revision of the O&M Agreement. The O&M Agreement may only be revised by mutual consent of all of the signatories of the original agreement.

500.21 Content

The O&M Agreement shall include:

- The practice(s) covered by the agreement;
- The sponsor(s) who will be responsible for inspecting, performing, and financing the O&M of each practice;
- The duration of the agreement;
- A schedule for performing inspections;
- A statement that incorporates the O&M Plan(s) for specific practices;
- A financial plan;
- Provisions for preparation and review of the Emergency Action Plan (EAP), if applicable;
- Provisions that the sponsor will be responsible for O&M at the completion of the installation of each practice (the initial establishment of vegetation is not defined as O&M);
- All terms and conditions of easements and other landrights documents that may impact O&M of the practice.
- A list of the records that the sponsor will provide to NRCS;
- Provisions for review of the O&M Agreement and associated O&M Plans at least once every 5 years; and
- A statement that the O&M Agreement is a legally binding contract which will be enforced to protect the interests of the government and the general public. If the State Conservationist determines that the sponsor/land user has not complied

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. D.2

OTHER BUSINESS

Receive Chief Animal Control Officer Scott Parker's Report on the Sherman Animal Shelter's Adopt-a-thon Scheduled for Saturday, May 3rd and Sunday, May 4th

Issue

The Sherman Animal Shelter will hold its annual Adopt-a-thon on Saturday, May 3rd and Sunday, May 4th during the hours of 9:00 a.m. to 5:00 p.m. at their facility at 1800 East Ida Road.

Background

In 1995, Pet Adopt-a-thon began simply as a North Shore Animal League America adoption weekend, with the goal of finding homes for each dog and cat in the shelter. The first weekend in May was set aside and plans were made to stay open 36 hours straight. Local media was called and special fun activities were held under the big tent - all to call attention to the many dogs, cats, puppies and kittens at the League. And it worked! That weekend, over 500 needy pets were placed in excellent adoptive homes. It became apparent that the overwhelming success had to be shared. Soon the League extended invitations to shelters everywhere to participate in Pet Adopt-a-thon '96. That year, over 700 animal organizations joined together; the result was thousands more loving adoptions. And every year since, Pet Adopt-a-thon has continued to grow (http://www.nsalamerica.org/how_we_help/adoptathon/).

Last year, 24 dogs and 26 cats were adopted during Sherman's annual Adopt-a-thon event.

Origination

George Olson, City Manager

Council Action Requested

The Council need take no action on this agenda item.

Attachments

Pet Adopt-a-thon Flyer
Location Map

Prepared by:
Scott Shadden, Developmental Services Director

Approved by:
George Olson, City Manager

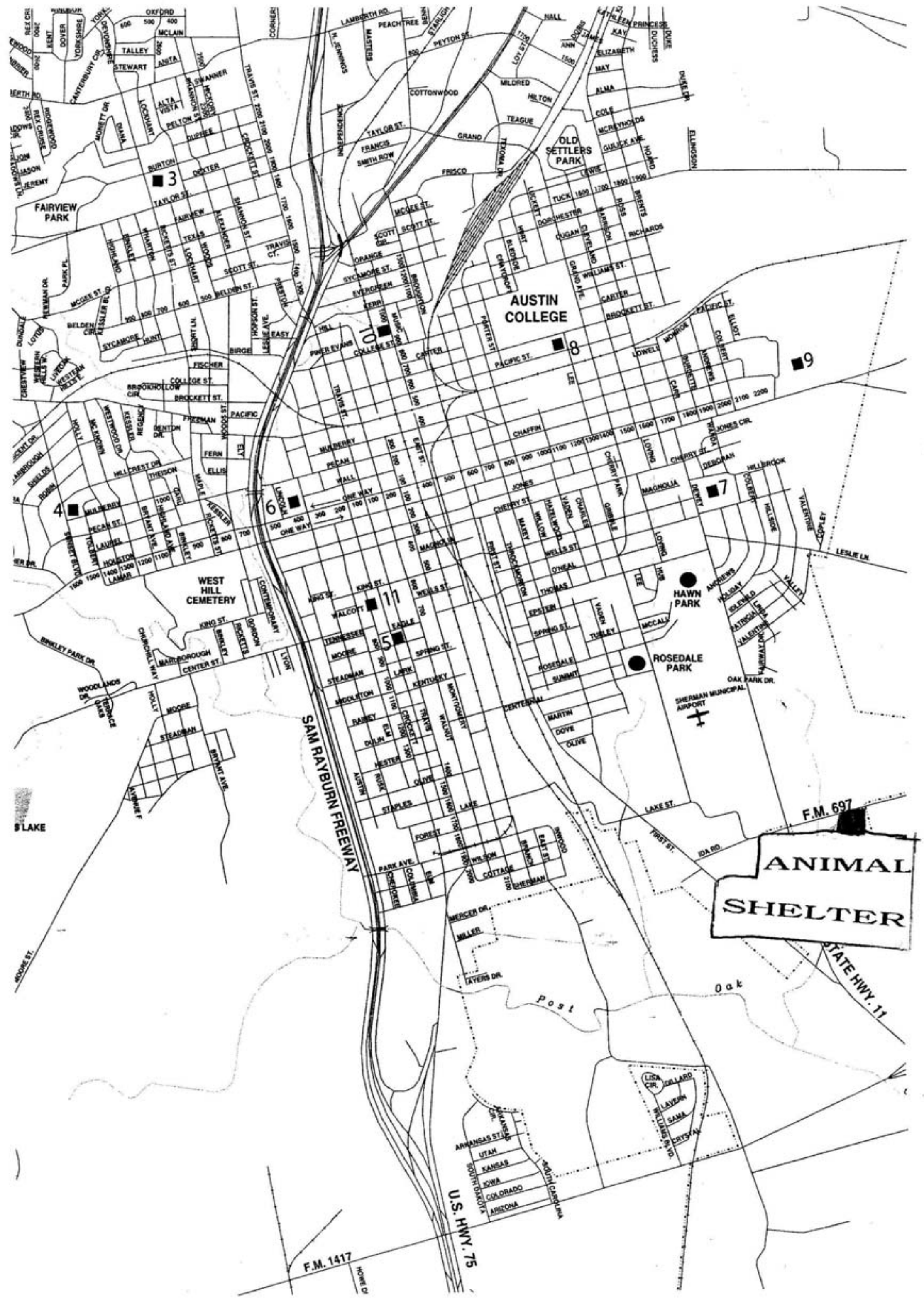
SHERMAN ANIMAL SHELTER ADOPT-A-THON 2008

May 3rd and May 4th
9:00 AM TO 5:00 PM

COME JOIN IN THE FUN

FREE HOT DOG & DRINKS
BALLOONS FOR THE KIDS
LIVE REMOTE KATY COUNTRY 93.1
PRIZES AND MORE!!!!!!!!

ANIMAL SHELTER 1800 E. IDA ROAD SHERMAN
FOR INFORMATION CALL (903) 892-7255


AUSTIN COLLEGE
OLD SETTLERS PARK
FAIRVIEW PARK
WEST HILL CEMETERY
HAWN PARK
ROSEDALE PARK
SHERMAN MUNICIPAL AIRPORT
SAM RAYBURN FREEWAY
U.S. HWY. 75
STATE HWY. 11
F.M. 697
F.M. 1417
ANIMAL SHELTER
3
4
5
6
7
8
9
10
11
Post
Oak

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. D.3

OTHER BUSINESS
Receive Systems Manager Kay Thomas' Presentation on the City of Sherman's INCODE Business System Management Software Package

Issue
A presentation/demonstration of the City of Sherman's INCODE Business System Management Software Package

Background
On December 16, 2006, the City Council approved the purchase of Tyler Technologies' INCODE software and implementation services to replace the City's out-of-date, enterprise-wide software system. The project is nearing full implementation and encompasses modules for general ledger, budget, check reconciliation, accounts payable, accounts receivable, purchasing, fixed assets, project accounting, payroll, human resources, utility billing, fleet maintenance, citizen complaints, permits and licenses, cemetery, and (Municipal) court case management.

Origination
Robby Hefton, Assistant City Manager/CFO

Financial Consideration
There is no financial impact to this presentation.

Council Action Requested
This presentation is informational only; and the Council need take no action on this agenda item.

Attachments
None

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. D.4

**** OTHER BUSINESS***

Set Date to Canvass Results of the City of Sherman's Regular Municipal Election

Issue

Ordinance No. 5514 (approved by the City Council on February 18, 2008) called the Regular Municipal Election to elect four (4) District City Council Members. The ordinance also set the date to canvass the results from the election for Tuesday, May 13, 2008. Historically, the Called Meeting to canvass the election results has been set for 12:00 noon.

Background

Texas Election Law Section 67.003 states that a City "shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not later than the 11th day after the Election and not earlier than the 3rd day after the Election Day."

Origination

The request originated with the City Clerk's Office.

Staff Recommendation

It is recommended that the City Council approve the date and time (12:00 noon on Tuesday, May 13th) for the canvass of the May 10, 2008 Regular Municipal Election.

Alternatives

The alternative is to select another date and/or time more convenient for the canvass.

Attachments

Ordinance No. 5514 is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

Ordering an election for the
four district council members
and to be held jointly w/SISD

ORDINANCE NO. 5514

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 10th DAY OF MAY, 2008, FOR THE PURPOSE OF ELECTING FOUR (4) DISTRICT CITY COUNCIL MEMBERS FOR SAID CITY; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, in compliance with the Charter of the City of Sherman, Texas, and in accordance with the laws and the Constitution of the State of Texas, an election may be and the same is hereby called and ordered for the second Saturday in May, 2008, the same being the 10th day of said month, at which election all qualified voters may vote for the purpose of electing four (4) District City Council Members for full terms, as defined in the Charter of the City of Sherman, Texas.

SECTION 2. That said election shall be held jointly with the Sherman Independent School District in accordance with the Joint Election Agreement executed pursuant to the authority of Resolution No. 5163, passed and approved on the 18th day of February, 2008.

SECTION 3. That the City Clerk of said City shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same *"Official Ballot"*, on which ballot shall be printed the names of the candidates and the positions of District Council Members. The designation of each position on the official ballot shall be Council Member, District 1; Council Member, District 2; Council Member, District 3; and Council Member, District 4, respectively.

SECTION 4. That no person's name shall be placed upon the official ballot as a candidate for the position of Council Member unless such person has filed his/her sworn application, as provided by the laws of the State, with the City Clerk at least sixty-one (61) days prior to the election date, and it must also appear on the face of said application the position the candidate is seeking.

SECTION 5. That it shall further appear to the said City Clerk, before said candidate's name is entered on said ballot, that he has filed an affidavit of loyalty with the City Clerk as required by the Election Code of the State of Texas.

SECTION 6. That, in the event there are two or more candidates for the same position, the position of such candidates' names on the ballot shall be determined by lot conducted by the City Clerk in the presence of each candidate or candidate's designated representative.

SECTION 7. That any Council Member candidate receiving the greatest number of the qualified votes cast for the position for which he is a candidate shall be elected to such position. In the event a tie vote occurs, the City Council of said City, immediately after the canvass, shall issue a call for a recount, or otherwise resolve the tie, as required by law. No later than the fifth (5th) day after the automatic recount, if the recount results in a tie vote, the City Council shall call a Special Election to be held not less than twenty (20) nor more than thirty (30) days after the recount is completed. The candidates receiving a tie vote for any such position or positions in the regular election shall again be voted in a run-off election to be held in accordance with applicable state law.

SECTION 8. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast for each candidate for each position of District Council Member, respectively.

SECTION 9. That notice of said election shall be given by the Mayor of the City of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 10. That the polling places for this election shall be as follows:

PRECINCT NO.	LOCATION	JUDGES
1-20-21-65	Fairview School 501 West Taylor Street Sherman, Texas	TBA TBA
2-3-4-8-23	Piner Middle School 402 West Pecan Sherman, Texas	Diane Curran, Presiding 2311 Chandler Court, Sherman Mary Larabee, Alternate 406 Colorado, Sherman
5-32-36-53	Crutchfield School 521 South Dewey Sherman, Texas	Ruby Sprinkle, Presiding 1034 Idlewild, Sherman Oleta Owen, Alternate 408 N. Andrews, Sherman

SECTION 11. That Direct Recording Electronic Equipment shall be used for voting at the foregoing election precincts.

SECTION 12. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote in the Municipal Ballroom (North Entrance), 405 North Rusk Street, Sherman, Texas, during regular office hours from eight o'clock (8:00) a.m. to five o'clock (5:00) p.m. on weekdays from April 28, 2008, to May 2, 2008, and from seven o'clock (7:00) a.m. to seven o'clock (7:00) p.m. on May 5, 2008 and May 6, 2008.

SECTION 13. That the Presiding Judge for Early Voting shall be Linda Ashby, the Alternate Judge shall be Pat Vestal, and two Voting Clerks shall be appointed.

SECTION 14. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, consisting of Presiding Judge Diane Curran and two Clerks.

SECTION 15. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. The judge who delivers the election returns may be paid an amount not to exceed $25.00 for that service. No judge may be paid for more than one hour of work before the polls open.

SECTION 16. That Linda Ashby, City Clerk, is hereby appointed Counting Station Presiding Judge.

SECTION 17. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, at the Called Council Meeting of May 13, 2008.

SECTION 18. That it is hereby officially found and determined that the meeting at which this ordinance 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.

INTRODUCED on this the 18th day of February, 2008.

ADOPTED on this the 18th day of February, 2008.

EFFECTIVE DATE on this the 18th day of February, 2008.

CITY OF SHERMAN, TEXAS

BY: ______________________

BILL MAGERS, MAYOR

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

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:** 4-21-2008

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:** 4-21-2008

Subject: Agenda Item No. D.7

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS
TO BOARDS AND COMMISSIONS
Confirmation of City Manager Reappointment of Members
to the Civil Service Commission (2)

Issue

The terms of Charles H. Brown, Sr. and James Lough on the Civil Service Commission expire on May 29, 2008 and June 7, 2008, respectively. Both members are eligible and wish to be reappointed. Appointment to the Civil Service Commission is by the City Manager, with confirmation by the City Council. City Manager George Olson will reappoint Mr. Brown and Mr. Lough to the Civil Service Commission if the City Council confirms the appointments.

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 reappointments originated with the City Clerk's Office.

Financial Consideration

There is no financial consideration.

Staff Recommendation

It is recommended that the City Council confirm the City Manager's reappointment of Charles H. Brown, Sr. and James Lough to the Civil Service Commission.

Alternatives

The alternative is to delay confirmation of the reappointed members.

Attachments

A roster, fact sheet, applicant list, and letters confirming the wish to be reappointed are attached for examination.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, 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 R 6/8/2007	6/8/2007 6/8/2010	1 2	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 5/7/2007

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 2

Applicant	Address	District	Qualifications
James Lough	622 W. Birge	4	Current Member Wishes to be reappointed
Charles H. Brown, Sr.	4900 Navaho Lane	4	Current Member Wishes to be reappointed

COMMENTS:

SHERMAN

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

April 9, 2008

Charles H. Brown, Sr.
4900 Navaho Lane
Sherman, Texas 75092

RE: Civil Service Commission

Dear Mr. Brown:

Your term on the Civil Service Commission expires on May 29, 2008. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: George Olson, City Manager

✓ I do wish to be considered for reappointed to this board

___ I do not wish to be considered for reappointment to this board

C. Brown — 4/15/08
Signature — Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

SHERMAN

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

April 9, 2008

James Lough
622 W. Birge
Sherman, Texas 75092

RE: Civil Service Commission

Dear Mr. Lough:

Your term on the Civil Service Commission expires on June 7, 2008. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: George Olson, City Manager

✓ I do wish to be considered for reappointed to this board

___ I do not wish to be considered for reappointment to this board

Signature ______________________ Date 4/11/08

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. D.8

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. D.9

ADJOURNMENT

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-21-2008

Subject: Agenda Item No. N/A

COUNCIL CALENDAR
2008
CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						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			

01/21/08 - M.L.K., Jr. Birthday - Called Council Meeting on 01/22/08
02/29/08 - 12:00 Noon Called Meeting with Chamber Board
05/10/08 - City Council Election
05/13/08 - 12:00 Noon Called Meeting to Canvass Election Results
09/01/08 - Labor Day - Called Council Meeting on 09/02/08