CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, APRIL 16, 2007
5:00 P.M.

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

A.2 PLEDGE OF ALLEGIANCE

A.3 INVOCATION BY COUNCIL MEMBER CURT HUGHES

A.4 APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF MARCH 28, 2007 AND THE REGULAR CITY COUNCIL MEETING OF APRIL 2, 2007

Proclamations

A.5 PROCLAMATION
"National Library Week" – April 15-21, 2007

A.6 PROCLAMATION
"Equal Pay Day" – April 24, 2007

A.7 PROCLAMATION
"Sherman Toastmaster Day" – April 27, 2007

Public Hearing

B.1 PUBLIC HEARING
Conduct the First Public Hearing Concerning the Annexation of Approximately 102.12 Acres of Land on Leslie Lane in the City of Sherman's Extra Territorial Jurisdiction

B.2 PUBLIC HEARING
Conduct the First Public Hearing Concerning the Annexation of Approximately 18.46 Acres of Land known as the Friendship Ranch on Friendship Road in the City of Sherman's Extra Territorial Jurisdiction

B.3 PUBLIC HEARING
Conduct the First Public Hearing Concerning the Annexation of Approximately 83.043 Acres of Land at the intersection of U.S. Highways 82 and 289 in the City of Sherman's Extra Territorial Jurisdiction

Introduction and Public Hearing of Ordinances

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5456
Abandoning a Portion of the City of Sherman's Extraterritorial Jurisdiction Lying Adjacent to the Town of Knollwood and Granted to the City of Sherman through an Agreed Judgment Styled City of Sherman vs. Town of Knollwood, 15th Judicial District Court, Cause No. 106-556

B.5 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5457
Making an Emergency Appointment of Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 12th day of May, 2007, for the Purpose of Electing a Mayor, Two At-Large City Council Members, and for Considering Charter Amendments for Said City

Close Public Hearing and Consider Adoption of Ordinances

B.6 ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Numbers:
a) 5456
b) 5457

B.7 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. 4977
Authorizing Execution of an Agreement with the Town of Knollwood for Participation in the Upgrade of the Existing Sewer Main from Canyon Grove Road North to Knollwood

C.2 ** RESOLUTION NO. 4994*
Authorizing the Purchase of 1,272 Residential Solid Waste Roll Off Carts for the Solid Waste Department through the Houston-Galveston Area Council of Governments (H-GAC)

C.3 RESOLUTION NO. 4995
Awarding a Bid to and Authorizing Execution of a Contract with Greenleaf Landscape Company of Sherman for the Fairview Park Soccer Field Irrigation/Renovation Project

C.4 ** RESOLUTION NO. 4996*
Approving Greater Texoma Utility Authority's Contract with Howard Construction, Inc. for the U.S. Highway 82 West, Phase I, Water Main Replacement

C.5 *[* RESOLUTION NO. 4997]*

Awarding a Bid to Sam Pack's Five Star Ford through the Texas Building and Procurement Commission (TBPC) Government Contract for the Purchase of Five 2007 Ford Crown Victoria Police Interceptor Vehicles

C.6 *[* RESOLUTION NO. 4998]*

Authorizing an Amendment to Exhibit "C" of the Development Agreement (The Future Cost Installation Agreement) with Homes by Lakeland, Ltd., for the Future Improvement of Rex Cruise Drive at Sleepy Hollow Addition

C.7 RESOLUTION NO. 4999

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 700 East Sycamore Street

C.8 RESOLUTION NO. 5000

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 724 East Sycamore Street

C.9 RESOLUTION NO. 5001

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 507 South Hazelwood Street

C.10 RESOLUTION NO. 5002

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 509 South Hazelwood Street

C.11 RESOLUTION NO. 5003

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 511 South Hazelwood Street

C.12 RESOLUTION NO. 5004

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 422 South Montgomery Street

C.13 RESOLUTION NO. 5005

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 426 South Montgomery Street

Request to Advertise

D.1 ** REQUEST TO ADVERTISE*

Replacement of Two 3/4-ton Truck Chassis with Utility Bodies for the Distribution Services Department

Other Business

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 5th and Sunday, May 6th

D.3 OTHER BUSINESS

Receive Presentation on the Possible Use of Alternative Fuels/Biodiesel for the City of Sherman's Fleet Operations

D.4 ** OTHER BUSINESS*

Approve Quarterly Investment Report for Period Ending March 31, 2007

D.5 OTHER BUSINESS

Consider the Appointment of an Advisory Committee to Review the Keep Sherman Beautiful Commission By-Laws

D.6 OTHER BUSINESS

TABLED AT THE MARCH 19, 2007 COUNCIL MEETING:

Discussion of the NAACP's Use of the City's Kerr-East Building

D.7 CITIZEN REQUESTS

D.8 MEDIA QUESTIONS

D.9 COUNCIL COMMENTS

Executive Session

E.1 EXECUTIVE SESSION

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

Section 551.071 a) Consultation with the City Attorney Concerning Legal Matters

b) Consultation with the City Attorney Concerning Pending Litigation:

i) City of Sherman, Texas v. Creighton Lemoyne Escoe, et al.; Cause No. 03-0617

Section 551.074 Personnel Matters:
Discuss the Appointment of a Permanent City Manager

The Council reconvenes into General Session

F.1 OPEN MEETING
Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session

F.2 ADJOURNMENT

COUNCIL CALENDAR

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Curt Hughes, Council Member

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER CURT HUGHES

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. A.4

APPROVE MINUTES
THE CALLED CITY COUNCIL MEETING OF MARCH 28, 2007
AND THE REGULAR CITY COUNCIL MEETING OF APRIL 2, 2007

STATE OF TEXAS §

March 28, 2007

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on March 28, 2007.

COUNCIL MEMBERS PRESENT: Mayor Bill Magers; Deputy Mayor Terrence Steele. Council Members Adami, Hughes, Markl, Smith, Wacker.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: George Olson, Acting City Manager; Doreen McGookey, City Attorney; Rita Gaither, Development Coordinator; Lisa Whitfield, Legal Assistant; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE:

Call to Order, Quorum Determined, Meeting Declared Open

Executive Session
Section 551.071 – Consultation with the City Attorney Concerning Legal Matters

Section 551.074 – Personnel Matters:
(a) Discuss the Appointment of a Permanent City Manager
(b) Discuss Reassignment of Duties and/or Salary Adjustment for the Acting City Manager

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

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN
Mayor Magers called the meeting to order at 12:03 p.m., declared a quorum present, and opened the City Council Meeting.

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

SECTION 551.071 – CONSULTATION WITH THE CITY ATTORNEY CONCERNING LEGAL MATTERS

SECTION 551.074 – PERSONNEL MATTERS:
DISCUSS THE APPOINTMENT OF A PERMANENT CITY MANAGER

DISCUSS THE REASSIGNMENT OF DUTIES AND/OR SALARY ADJUSTMENT FOR THE ACTING CITY MANAGER

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 12:04 p.m.

On Motion duly made and carried, the Executive Session recessed at 1:04 p.m. and reconvened in Open Meeting.

OPEN MEETING

RECONVENE INTO OPEN MEETING AND CONSIDER ACTION, IF ANY, ON ITEMS DISCUSSED IN EXECUTIVE SESSION

Mayor Magers explained that the City Council discussed qualifications for the appointment of the City Manager and are moving forward with an outline of qualifications and job description. More information will be forthcoming at a future City Council Meeting.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 1:05 p.m.

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MAYOR

ATTEST

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CITY CLERK

STATE OF TEXAS §

April 2, 2007

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on April 2, 2007.

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

MEMBERS ABSENT: **COUNCIL MEMBER WACKER.**

CALL TO ORDER

CALL TO ORDER
Mayor Bill Magers called the meeting to order at 5:02 p.m. The Pledge of Allegiance and Invocation were given by Deputy Mayor Terrence R. Steele.

APPROVE MINUTES

APPROVE MINUTES
The Council reviewed the Minutes of the Regular Meeting of March 19, 2007. Council Member Markl moved to approve the Minutes as presented; Second by Council Member Hughes. All present voted AYE.
MOTION CARRIED.

PROCLAMATION
"SEXUAL ASSAULT AWARENESS MONTH" – APRIL, 2007

SEXUAL ASSAULT AWARENESS MONTH (APRIL 2007)

Mayor Magers presented a proclamation to Tennille Brown, Sexual Assault Advocate for the Women's Crisis Center, proclaiming April 2007 as "Sexual Assault Awareness Month."

CONSENT AGENDA

CONSENT AGENDA
The Council reviewed the Consent Agenda. Council Member Smith asked to remove Item C-2 entitled "Resolution 4992 – Awarding a Bid to and Authorizing Execution of a Contract with Glover Mowing and Landscaping Company for the 2007 Contract Mowing Program" from the Consent Agenda. Council Member Adami asked to remove Item D-1 entitled "Other Business – Approve the 2007 Street Maintenance Program" from the Consent Agenda. Both items will be discussed in their regular order of business.

Council Member Markl moved to approve the Consent Agenda, with the exception of Items C-2 and D-1, which will be discussed in their regular order of business. Second by Deputy Mayor Steele. All present voted AYE.

RESOLUTIONS
RESOLUTION NO. 4990 – AUTHORIZING THE ACTING CITY MANAGER TO OBTAIN LEASE FUNDS TO PURCHASE CAPITAL ASSETS FOR THE FIRE DEPARTMENT

RES 4990 LEASE FUNDS FOR FIRE EQUIPMENT

(PULLED)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACTING CITY MANAGER TO OBTAIN LEASE FUNDS TO PURCHASE CAPITAL ASSETS FOR THE FIRE DEPARTMENT.

Mayor Magers explained that the staff asked to pull Resolution 4990 from the Agenda because it wasn't ready. The item will be discussed at a later Council Meeting.

RES 4992 MOWING PROGRAM

<u>RESOLUTION NO. 4992 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GLOVER MOWING AND LANDSCAPING COMPANY FOR THE 2007 CONTRACT MOWING PROGRAM</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GLOVER MOWING AND LANDSCAPING COMPANY FOR THE 2007 CONTRACT MOWING PROGRAM.

Council Member Smith asked to remove Item C-2 from the Consent Agenda for discussion in its regular order of business.

He asked why the City would pay an outside company to mow when employees are available.

George Olson, Acting City Manager, explained that over the years the areas mowed by the City staff have grown and now include the area underneath the overpasses on Highway 75 and Texoma Parkway. The City doesn't have the staff to provide the service and it is actually cheaper to contract the job to another company.

<u>OTHER BUSINESS</u>

STREET MAINTENANCE PROGRAM

<u>APPROVE THE 2007 STREET MAINTENANCE PROGRAM</u>

Council Member Adami asked to remove Item D-1 from the Consent Agenda for discussion in its regular order of business.

He asked if Woods Street was included in the Street Maintenance Program. Jeff Miller, Director of Public Works and Engineering, explained that Woods Street is included for a milling and overlay later this year.

Council Member Adami also verified that portions of Ricketts Street, from King to Center Street, will be included in the sealcoat program.

ACTION TAKEN.

Motion by Council Member Hughes to approve Resolution No. 4992 and the 2007 Street Maintenance Program, as presented. Second by Council Member Adami.

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

RES 4991 SEAL COAT PROGRAM

<u>RESOLUTION NO. 4991 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MARTIN ASPHALT COMPANY FOR THE PURCHASE OF AN ANNUAL SUPPLY OF EMULSIFIED ASPHALT OIL FOR THE 2007 SEAL COAT PROGRAM</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MARTIN ASPHALT COMPANY FOR THE PURCHASE OF AN ANNUAL SUPPLY OF EMULSIFIED ASPHALT OIL FOR THE 2007 SEAL COAT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 4993 – GRANTING THE CITY MANAGER AUTHORITY TO APPROVE SUCH CONTRACTS, EXPENDITURES, AND PURCHASES FOR BUDGETED ITEMS IN AN AMOUNT NOT TO EXCEED $25,000.00 OR THE AMOUNT FIXED BY STATE LAW FOR COMPETITIVE BIDDING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, GRANTING THE CITY MANAGER AUTHORITY TO APPROVE SUCH CONTRACTS, EXPENDITURES, AND PURCHASES FOR BUDGETED ITEMS IN AN AMOUNT NOT TO EXCEED $25,000.00 OR THE AMOUNT FIXED BY STATE LAW FOR COMPETITIVE BIDDING.

Council Member Adami asked what amount was authorized at the present time.

Doreen McGookey, City Attorney, explained that $25,000 is set by State law for bidding requirements. In the past the Council has mirrored that amount.

Previously there was a resolution allowing the City Manager to enter into contracts or approve expenditures in the amount of $15,000, which was State law at that time. For some reason, that resolution was withdrawn and that amount no longer exists.

The proposed resolution would give more flexibility to the City Manager and would allow smaller contracts to be approved without adding to the Council's agenda. The City Charter does allow this authority.

ACTION TAKEN.
Motion by Council Member Markl to approve Resolution No. 4993, as presented. Second by Deputy Mayor Steele.
VOTING AYE: Adami, Markl, Hughes, Smith, Steele.
VOTING NAY: None.
MOTION CARRIED.

OTHER BUSINESS

SITE PLAN APPROVAL BLALOCK PARK

SPECIAL CONSIDERATION TO ORDINANCE NO. 2252, ARTICLE IV, SECTION 410 (2)(j) FOR SITE PLAN APPROVAL IN THE BLALOCK INDUSTRIAL PARK DISTRICT AT 4201 U.S. HIGHWAY 75 SOUTH (GK TRI-TEXAS, LLC, OWNER; CONSOLIDATED CONTAINER, TENANT)
The City Council approved the request of GK TRI-TEXAS, LLC, (owner) and Consolidated Container (tenant) for special consideration for a site plan in the Blalock Industrial Park

District at 4201 U.S. Highway 75 South. The owner would like to construct an addition to the parking lot for the cargo trailers so that they will not park in the fire lanes.

The Planning and Zoning Commission recommended approval of the site plan.
CONSENT AGENDA.

<u>FINAL PLAT APPROVAL OF THE KEVIN AND WHITNEY ADDITION, A 13.93 ACRE PLAT OF A PART OF THE PRESTON KITCHENS SURVEY, ABSTRACT NO. 667, AND A REPLAT OF ALL OF BLOCKS ONE, TWENTY, AND TWENTY-ONE AND ALL OF LOTS SEVEN, EIGHT, AND NINE OF BLOCK TWENTY-TWO OF THE SOUTHSIDE ADDITION; DOUGLASS DISTRIBUTING COMPANY, INC., OWNER (325 EAST FOREST AVENUE)</u>

APPROVE FINAL PLAT (KEVIN & WHITNEY ADDITION)

The City Council approved the Final Plat of the Kevin and Whitney Addition, a 13.93 acre plat of a part of the Preston Kitchens Survey, Abstract No. 667, and a Replat of all of Blocks One, Twenty, and Twenty-One and all of Lots Seven, Eight, and Nine of Block Twenty-Two of the Southside Addition, located at 325 East Forest Avenue.

Through the years Douglass Distributing has purchased fifteen different lots and properties around their 24-hour distribution business located on Forest Avenue. They would now like to replat those properties into one lot to develop a green barrier between the residential housing that surrounds their facility.

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

<u>SET DATE TO CANVASS RESULTS OF THE CITY OF SHERMAN'S REGULAR AND SPECIAL MUNICIPAL ELECTIONS</u>

SET DATE TO CANVASS ELECTION (MAY 22, 2007)

The City Council scheduled a Called Meeting for Tuesday, May 22, 2007 at 12:00 noon, to canvass the Regular and Special Elections that will be held on May 12, 2007. The new Mayor and Council Members will also take the oath of office and a new Deputy Mayor will be elected.
CONSENT AGENDA.

<u>CITIZENS REQUESTS</u>

CITIZENS REQUESTS

There were no citizens requests.

<u>MEDIA QUESTIONS</u>

MEDIA QUESTIONS

There were no media questions.

<u>CONSIDER THE QUALIFICATIONS, APPOINTMENT AND REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS;</u>
<u>PARKS AND RECREATION BOARD (3)</u>

PARKS AND RECREATION BOARD

ACTION TAKEN.

Motion by Council Member Markl to reappoint Nancy Kirkpatrick to the Parks and Recreation Board for a term from February 23, 2007 to February 23, 2009. Second by Deputy Mayor Steele.

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

<u>LIBRARY BOARD (3)</u>

LIBRARY BOARD

ACTION TAKEN.

Motion by Deputy Mayor Steele to appoint Dr. Charles Whitfield to the Library Board for a term from April 3, 2007 to April 3, 2010. Second by Council Member Markl.

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

<u>COUNCIL COMMENTS</u>

<u>JOINT MEETING WITH THE PARKS AND RECREATION BOARD</u>

JOINT MTG. WITH PARKS & REC BOARD

Council Member Adami asked that, after the Election, the Council schedule a joint meeting with the Parks and Recreation Board.

<u>HAPPY EASTER</u>

HAPPY EASTER

Council Member Smith wished everyone a Happy Easter.

<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 THE CITY ATTORNEY CONCERNING LEGAL MATTERS AND/OR CONTEMPLATED LITIGATION**
SECTION 551.071 --	**PENDING LITIGATION; JAMES WAYNE v. CITY OF SHERMAN, ET AL., CASE NO. 05-06-00420**
SECTION 551.074 --	**CONSIDER THE QUALIFICATIONS, APPOINTMENT OR REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS: PLANNING AND ZONING COMMISSION (1)**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:15 p.m.

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

OPEN MEETING

<u>OPEN MEETING</u>
Reconvene into Open Meeting and take action, if any, on items discussed in Executive Session.

PLANNING & ZONING COMMISSION

<u>CONSIDER THE QUALIFICATIONS, APPOINTMENT AND REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS: PLANNING AND ZONING COMMISSION (1)</u>
ACTION TAKEN.

> **Motion by Deputy Mayor Steele to appoint Robert Softly to the Planning and Zoning Commission to fill an unexpired term from April 3, 2007 to June 9, 2008. Second by Council Member Markl.**

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

ADJOURNMENT

<u>ADJOURNMENT</u>
On Motion duly made and carried, the meeting adjourned at 5:37 p.m.

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MAYOR

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CITY CLERK

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. A.5

PROCLAMATION
"National Library Week" – April 15-21, 2007

Issue
To present a proclamation designating April 15 through 21, 2007, as "National Library Week"

Background
Each year, "National Library Week" is celebrated to offer recognition to the important role that libraries play in our lives.

Origination
The request for this proclamation originated with the Sherman Public Library.

Financial Consideration
There is no financial consideration to the City.

Staff Recommendation
It is the recommendation of the staff to present a proclamation proclaiming "National Library Week."

Alternatives
The Council could choose not to present the proclamation.

Attachments
A proclamation proclaiming "National Library Week" is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, Acting City Manager

SHERMAN

Proclamation

WHEREAS, our nation's public, academic, school and specialized libraries transform their communities and play a vital role in supporting the quality of life in the community, and

WHEREAS, librarians are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn and work in the 21st century, and

WHEREAS, libraries are part of the American Dream – places for opportunity, education, self-help and lifelong learning, and bring people a world of knowledge, both in person and online, and are a key player in the national discourse on intellectual freedom, equity of access, and narrowing the "digital divide," and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week with The Campaign for America's Libraries, and

WHEREAS, the Sherman Public Library will offer many special programs throughout the month of April to help celebrate National Library Week, and

WHEREAS, each Wednesday in April, the Sherman Public Library and the Glennie O. Ham Center will offer after school programs for children to celebrate the tenth anniversary of the "Arthur" series on PBS, and

WHEREAS, the Spring Video Brown Bag Series will feature travel videos from the "Wonders of the World" series on Israel on April 18, and on Bhutan on April 25, and

WHEREAS, a Library Book Sale will be held on April 21, from 8 a.m. to 4 p.m. and a Beginner's Genealogy Program will be held on April 24, at 7 p.m.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 15 through 21, 2007

NATIONAL LIBRARY WEEK

in the City of Sherman and urge all residents to visit the library this week to take advantage of the wonderful library resources available. I also encourage residents to thank their librarians and library workers for making information accessible to all who walk through the library's doors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 16th day of April, 2007.

Mayor

ATTEST:

Linda Ashby

City Clerk

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. A.6

PROCLAMATION
"Equal Pay Day" – April 24, 2007

Issue
To present a proclamation designating April 24, 2007 as "Equal Pay Day"

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."

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, Acting 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 by the U.S. Census Bureau, year-round, full-time working women in 2005 earned only 77% of the earnings of year-round, full-time working men, indicating little change or progress in pay equity, and

WHEREAS, according to a January 2002 report released by the General Accounting Office (the investigative arm of Congress), women managers in 7 of 10 industries surveyed, actually lost ground in closing the wage gap between 1995 and 2000, 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, the Sherman Business and Professional Women's Club recognize the full value of women's skills and significant contributions to the labor force, and duly celebrate Equal Pay Day, and

WHEREAS, over a working lifetime, this wage disparity costs the average American woman and her family an estimated $523,000 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 24th symbolizes the time in the new year in which the wages paid to American women catch up to the wages paid to men from the previous year.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 24, 2007

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 16th day of April, 2007.

William Magers

Mayor

ATTEST:

Linda Ashby

City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. A.7

PROCLAMATION
"Sherman Toastmaster Day" – April 27, 2007

Issue
The local Toastmaster Clubs requested a proclamation designating April 27, 2007 as "Sherman Toastmaster Day."

Background
Toastmaster International helps participants develop communication and leadership skills and is a volunteer organization that fosters self-confidence and personal growth.

Origination
The request for the proclamation originated with the local Toastmaster organization.

Financial Consideration
There is no financial consideration in proclaiming "Sherman Toastmaster Day."

Staff Recommendation
It is the recommendation of the staff that the City Council issue a proclamation proclaiming April 27, 2007 as "Sherman Toastmaster Day" in the City of Sherman.

Alternatives
The Council could choose not to present a proclamation.

Attachments
A proclamation designating April 27, 2007 as "Sherman Toastmaster Day" is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, Acting City Manager

SHERMAN

Proclamation

WHEREAS, Toastmasters International is a non-profit organization established on October 22, 1924, in Santa Ana, California, by Dr. Ralph C. Smedley, who conceived and developed the idea of helping others to speak more effectively, and

WHEREAS, the mission of Toastmasters International is to help men and women learn the arts of speaking, listening and thinking, vital skills that promote self-actualization, enhance leadership potential, foster human understanding, and contribute to the betterment of mankind, and

WHEREAS, Toastmasters Club, District 50, includes 157 clubs with over 3,400 members, and the local chapters from Area 21 and Area 22; Spoke Masters, Day Break, High Noon, TI, Von Hams, Trailblazing, Paris French, and Texoma Toastmasters, and

WHEREAS, the mission of the Toastmasters Club is to provide a mutually supportive and positive learning environment in which every member has the opportunity to develop communication and leadership skills, which in turn foster self-confidence and personal growth, and

WHEREAS, Toastmasters is a volunteer organization that has the power to change people's lives and is dedicated to the individual member, and

WHEREAS, Sherman resident Michael Goforth is the first person from this area to be elected District Governor, and

WHEREAS, Johnny Uy, is the International President of Toastmasters over 90 districts and over 200,000 members.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 27, 2007

SHERMAN TOASTMASTER DAY

in the City of Sherman and urge all citizens to join with me in welcoming the International President of Toastmasters, Johnny Uy, as well as all visitors and guests of the Toastmasters' celebration.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 27th day of April, 2007.

Mayor

ATTEST:

Linda Ashby

City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. B.1

PUBLIC HEARING

Conduct the First Public Hearing Concerning the Annexation of Approximately 102.12 Acres of Land on Leslie Lane in the City of Sherman's Extra Territorial Jurisdiction

Issue

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

Background

On September 14, 2006, Mr. E. C. Green, representing Leslie Lane LLC, requested annexation into the city limits for their property located on Leslie Lane. At its March 5, 2007 meeting, the City Council approved the schedule for annexation of this property.

Origination

Leslie Lane LLC

Financial Consideration

City accepts maintenance

Staff Recommendation

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

Attachments

Annexation Schedule
Letter requesting annexation
Location Maps
Field Notes
Facility Plan

Prepared and Approved by:
Doreen E. McGookey, City Attorney

LESLIE LANE

ANNEXATION SCHEDULING PLAN

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

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

E.C. GREEN
Attorney at Law

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

September 14, 2006

VIA HAND DELIVERY

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

Dear Mr. Wall:

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

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

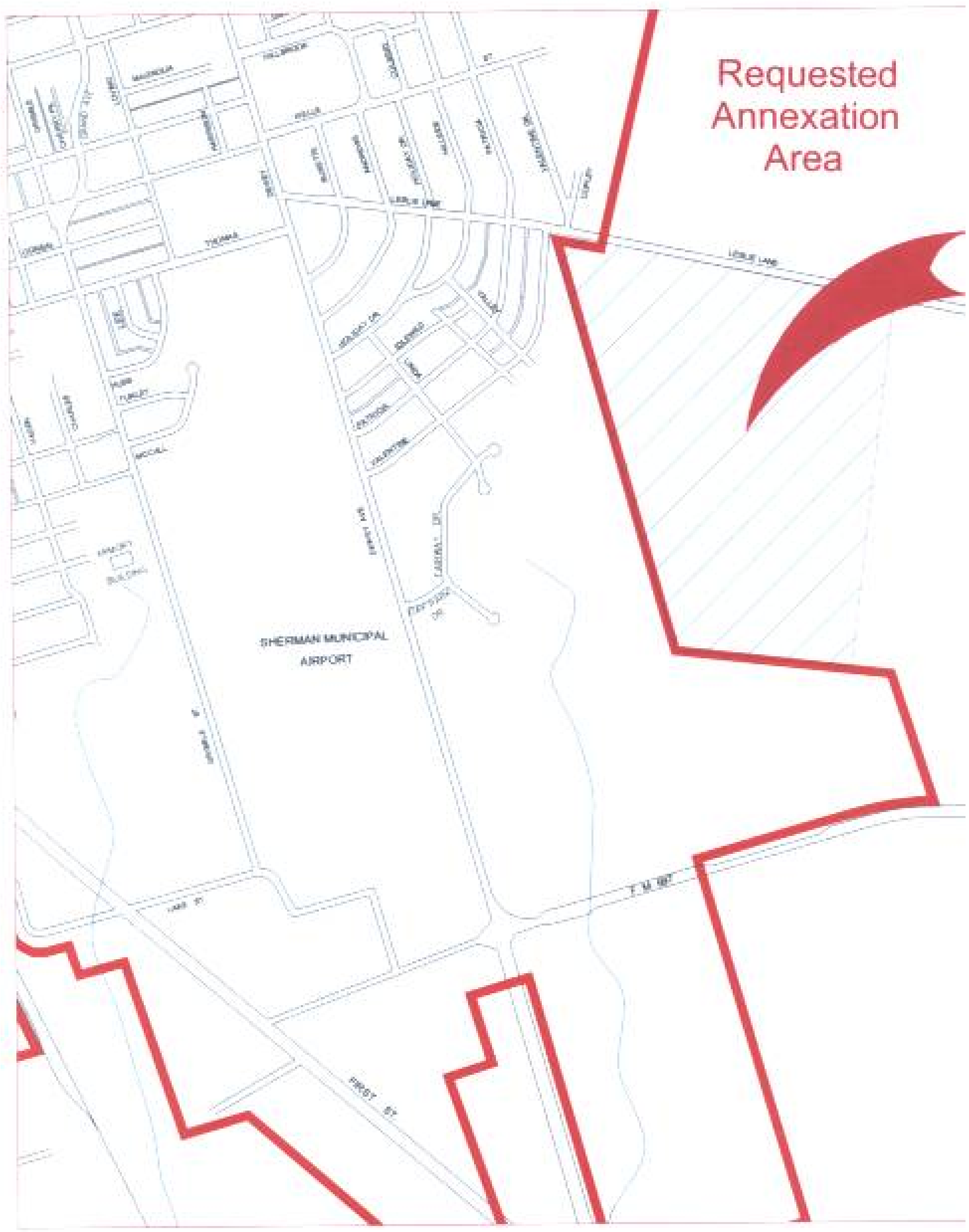
Thank you for your assistance in this matter. Please feel free to contact me if you have any questions or comments.

Sincerely,

E. C. Green

EG:cs

Enclosures



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

Department of Developmental Services


LESLIE
LANE
102.12 ACRES
CITY LIMITS
DEWEY

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

UNDERWOOD

DRAFTING & SURVEYING, INC.

FIELD NOTES FOR ANNEXTION FOR
102.12 ACRES ON
LESLIE LANE

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

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

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

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

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

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

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

3404 INTERURBAN ROAD • DENISON, TEXAS 75021 • 903-465-2151 • FAX 903-465-2152

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

INTRODUCTION:

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

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

MUNICIPAL SERVICES TO BE PROVIDED:

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

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

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

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

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

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

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

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

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

CAPITAL IMPROVEMENTS:

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

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

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. B.2

PUBLIC HEARING
Conduct the First Public Hearing Concerning the Annexation of Approximately 18.46 Acres of Land known as the Friendship Ranch on Friendship Road in the City of Sherman's Extra Territorial Jurisdiction

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

Background
On January 25, 2007, Mr. Nat McClure, representing Friendship Ranch Joint Venture, requested annexation into the city limits for their property located on Friendship Road. At its March 5, 2007 meeting, the City Council approved the schedule for annexation for this property.

Origination
Nat McClure, Friendship Ranch Joint Venture

Financial Consideration
City accepts maintenance

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

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

Prepared and Approved by:
Doreen E. McGookey, City Attorney

FRIENDSHIP RANCH

ANNEXATION SCHEDULING PLAN

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

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

Friendship Ranch
1528 Crescent Drive
Sherman, TX 75092

January 25, 2007

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

Mr. Wall:

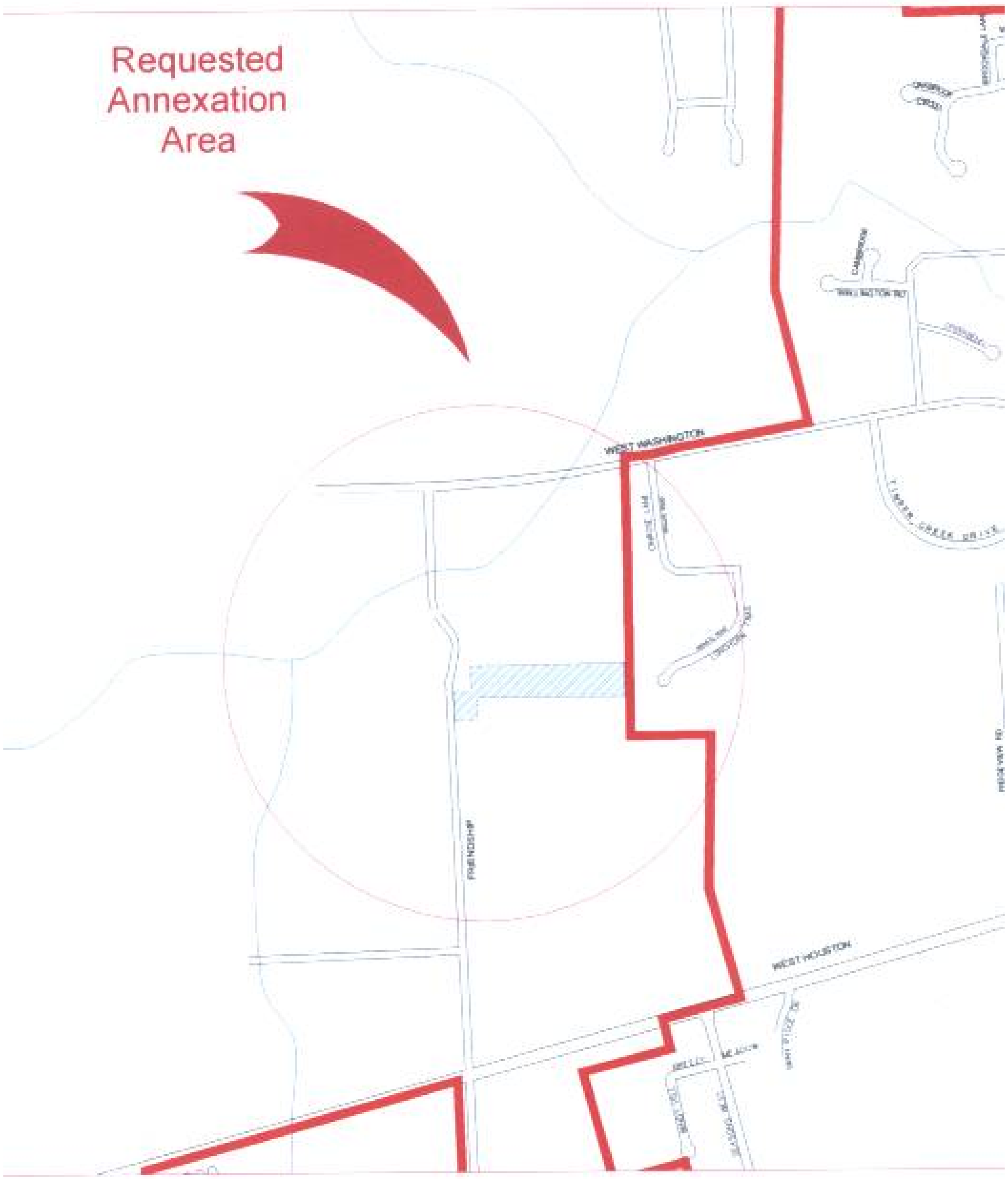
It is with great pleasure that I am now in a position to request city annexation of our residential development, Friendship Ranch.

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

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

Respectfully,

Nat McClure
Friendship Ranch



City of Sherman, Texas
Annexation Request
Friendship Ranch

Department of Developmental Services


Washington
Friendship Rd.
FRIENDSHIP RANCH
18.46 ACRES

Friendship Ranch Annexation Description

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

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

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

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

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

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

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

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

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

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

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

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

INTRODUCTION:

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

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

MUNICIPAL SERVICES TO BE PROVIDED:

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

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

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

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

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

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

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

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

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

CAPITAL IMPROVEMENTS:

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

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

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. B.3

PUBLIC HEARING
Conduct the First Public Hearing Concerning the Annexation of Approximately 83.043 Acres of Land at the intersection of U.S. Highways 82 and 289 in the City of Sherman's Extra Territorial Jurisdiction

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

Background
On February 16, 2007, Jim Stabler, representing United Commercial Development, requested annexation into the city limits for their property located on U.S. Highway 82 and Future Highway 289. At its March 5, 2007 meeting, the City Council approved the schedule for annexation for this property.

Origination
United Commercial Development

Financial Consideration
City accepts maintenance

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

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

Prepared and Approved by:
Doreen E. McGookey, City Attorney

U.S. HIGHWAY 82 & HIGHWAY 289

ANNEXATION SCHEDULING PLAN

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

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

UCD
UNITED
COMMERCIAL
DEVELOPMENT

RECEIVED
FEB 2007
City Manager's
Office

February 16, 2007

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

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

Dear Wall,

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

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

Sincerely Yours,

Jim Stabler

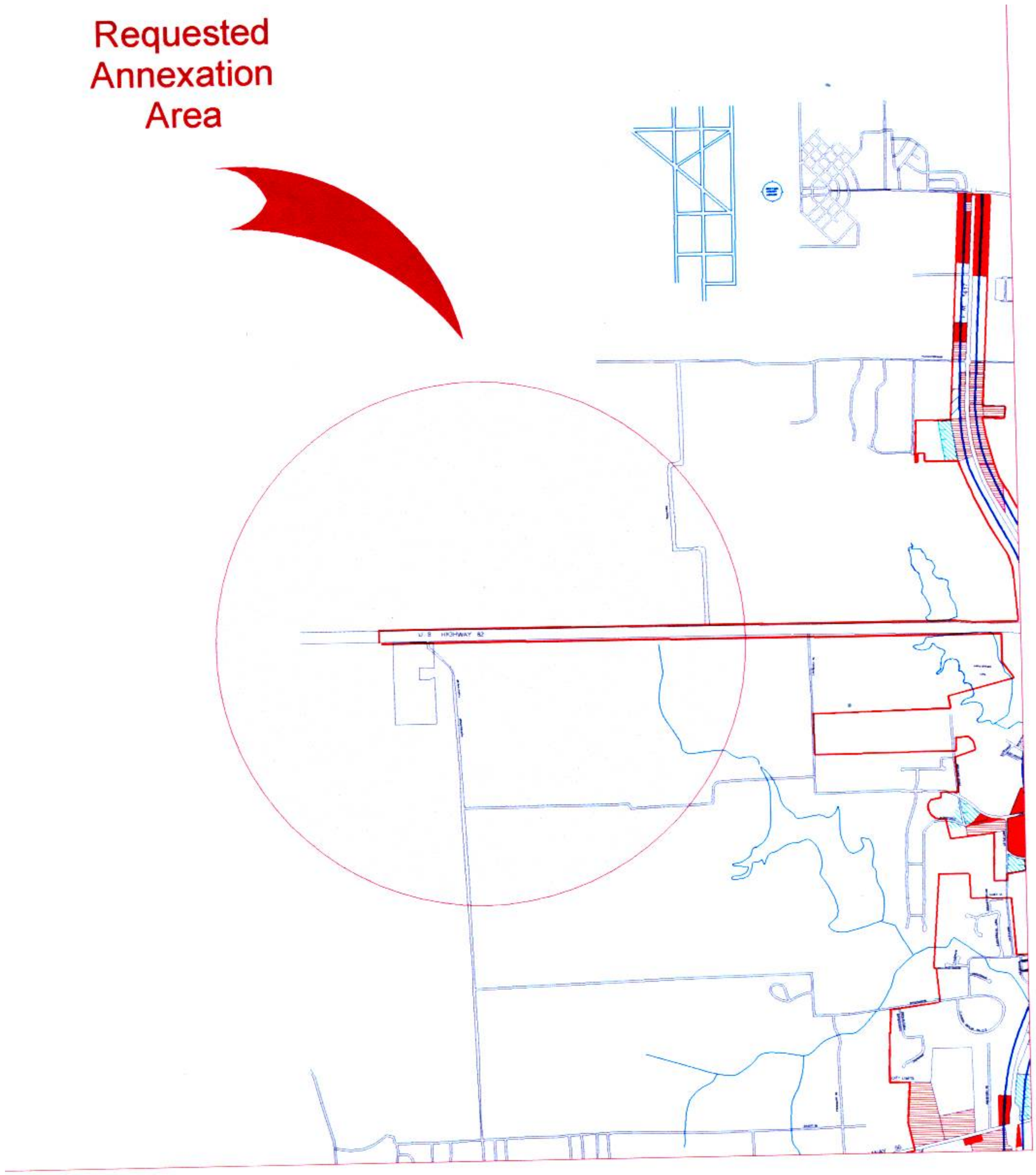
Jim Stabler
Consultant for United Commercial Development

encl.

JS/djm

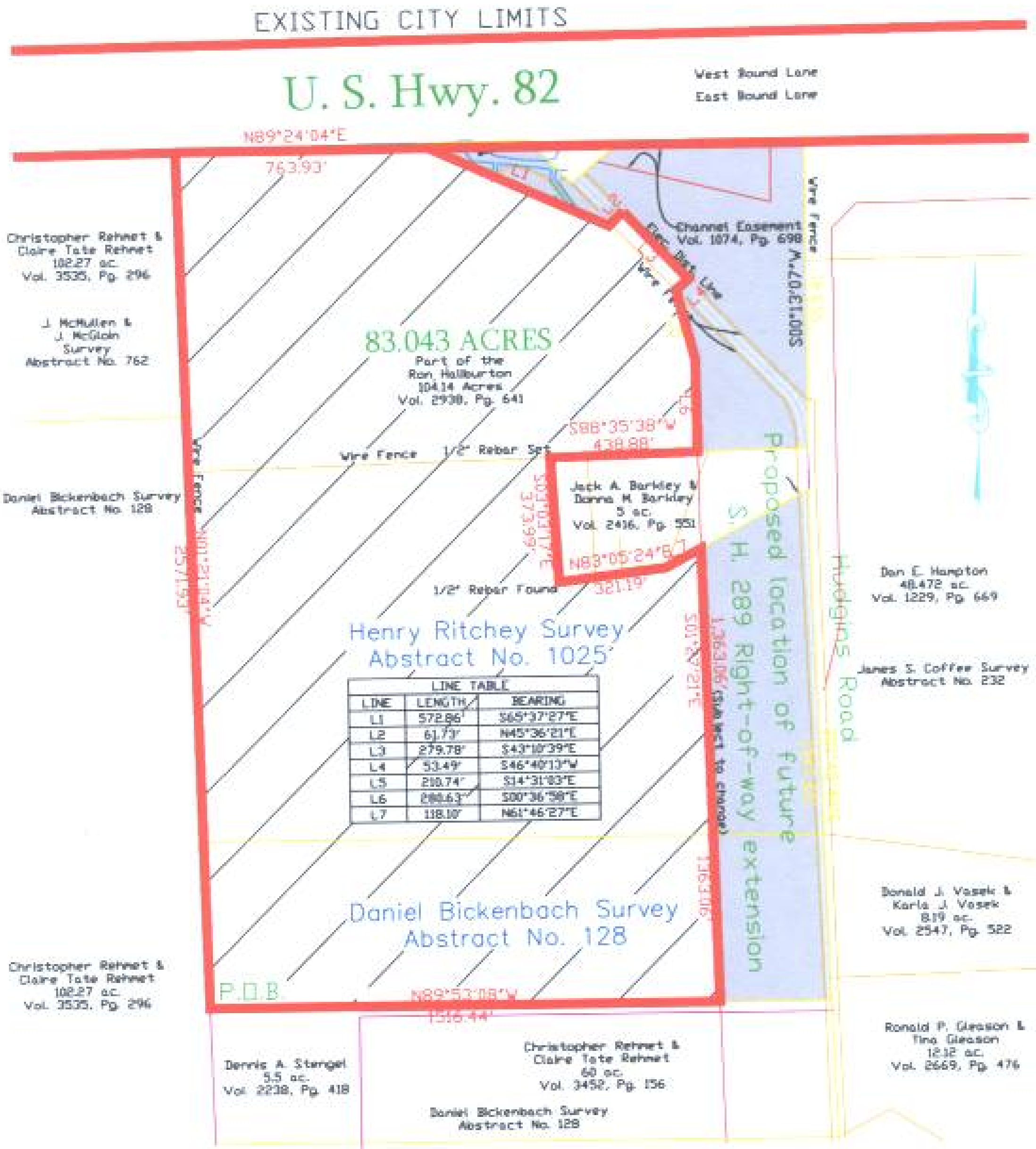
7001 Preston Road, Suite 500 Dallas, Texas 75205 (214) 224-4600 Fax (214) 219-2080

Requested
Annexation
Area



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


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



LINE TABLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTRODUCTION:

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

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

MUNICIPAL SERVICES TO BE PROVIDED:

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

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

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

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

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

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

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

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

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

CAPITAL IMPROVEMENTS:

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

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

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. B.4

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5456
Abandoning a Portion of the City of Sherman's Extraterritorial Jurisdiction Lying Adjacent to the Town of Knollwood and Granted to the City of Sherman through an Agreed Judgment Styled City of Sherman vs. Town of Knollwood, 15th Judicial District Court, Cause No. 106-556

Issue
To consider abandoning a portion of the Extraterritorial Jurisdiction (ETJ) of the City of Sherman situated in Grayson County, Texas

Background
Mr. Gene Roelke has requested the City of Sherman abandon a portion of the ETJ that is adjacent to the Town of Knollwood. This is an area that the City of Sherman would be agreeable to abandoning in an effort to encourage future development by the Town of Knollwood.

Origination
Request by Gene Roelke

Financial Consideration
A contract between the Cities of Sherman and Knollwood is an item to be considered later on this agenda. That contract calls for Knollwood to pay $22,187.80 to the City of Sherman to be credited toward the eventual construction of a larger sewer main to serve this area.

Staff Recommendation
It is recommended that the City Council introduce Ordinance No. 5456.

Attachments
Ordinance No. 5456
Survey (sketch)

Prepared by:
Wayne Kuse, Acting Director of Utilities

Approved by:
George Olson, Acting City Manager

ORDINANCE NO. 5456

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION LYING ADJACENT TO THE TOWN OF KNOLLWOOD AND GRANTED TO THE CITY OF SHERMAN THROUGH AN AGREED JUDGMENT STYLED CITY OF SHERMAN VS. TOWN OF KNOLLWOOD, 15TH JUDICIAL DISTRICT COURT, CAUSE NO. 106-556; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That a tract of land in the Extraterritorial Jurisdiction (ETJ) of the City of Sherman, Texas, attached hereto as Exhibit "A" and incorporated for all purposes, will be abandoned to Knollwood, being more particularly described as follows, to-wit:

SITUATED in the County of Grayson, State of Texas, being a part of the JAMES h. Clark Survey, Abstract No. 281, being all of that tract of land conveyed H.T. Patterson, et al, trustees of the Kerr Chapel Missionary Baptist Church by deed of record in Volume 734, Page 532, of the Deed Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING in the center of F.M. Highway No. 131 at the northwest corner of said Kerr Chapel Missionary Baptist Church tract, said beginning point being in the west line of the 31.101 acre tract of land conveyed to QSS Corporation by deed of record in Volume 2227, Page 908, of the Real Property Records, Grayson County, Texas, said beginning point being referenced by a ½" steel rod found in the east line of said F.M. Highway No. 131 bearing North 88°10'03" East 30.1 feet;

THENCE with the west line of said 31.101 acre tract the following calls and distances;

NORTH 88°10'03" East passing said ½" steel rod at 30.1 feet, and continuing with an existing fence line, a total distance of 210.66 feet to a ½" steel rod found at the northeast corner of said Kerr Chapel Missionary Baptist Church tract;

SOUTH 01°36'00" West with said fence line, a distance of 262.50 feet to a ½" steel rod found at the southeast corner of said Kerr Chapel Missionary Baptist Church tract;

SOUTH 88°10'03" West passing a ½" steel rod in the east line of said F.M. Highway No. 131 at 181.06 feet and continuing a total distance of 210.66 feet to the southwest corner of said Kerr Chapel Missionary Baptist Church tract;

THENCE North 01°36'00" East with the center of said F.M. Highway No. 131, a distance of 262.50 feet to the Point-of Beginning and containing 1.267 acres of land.

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

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the ______________ day of __________________, 2007.

ADOPTED on this the _________________ day of __________________, 2007.

EFFECTIVE DATE on this the _________ day of __________________, 2007.

CITY OF SHERMAN, TEXAS

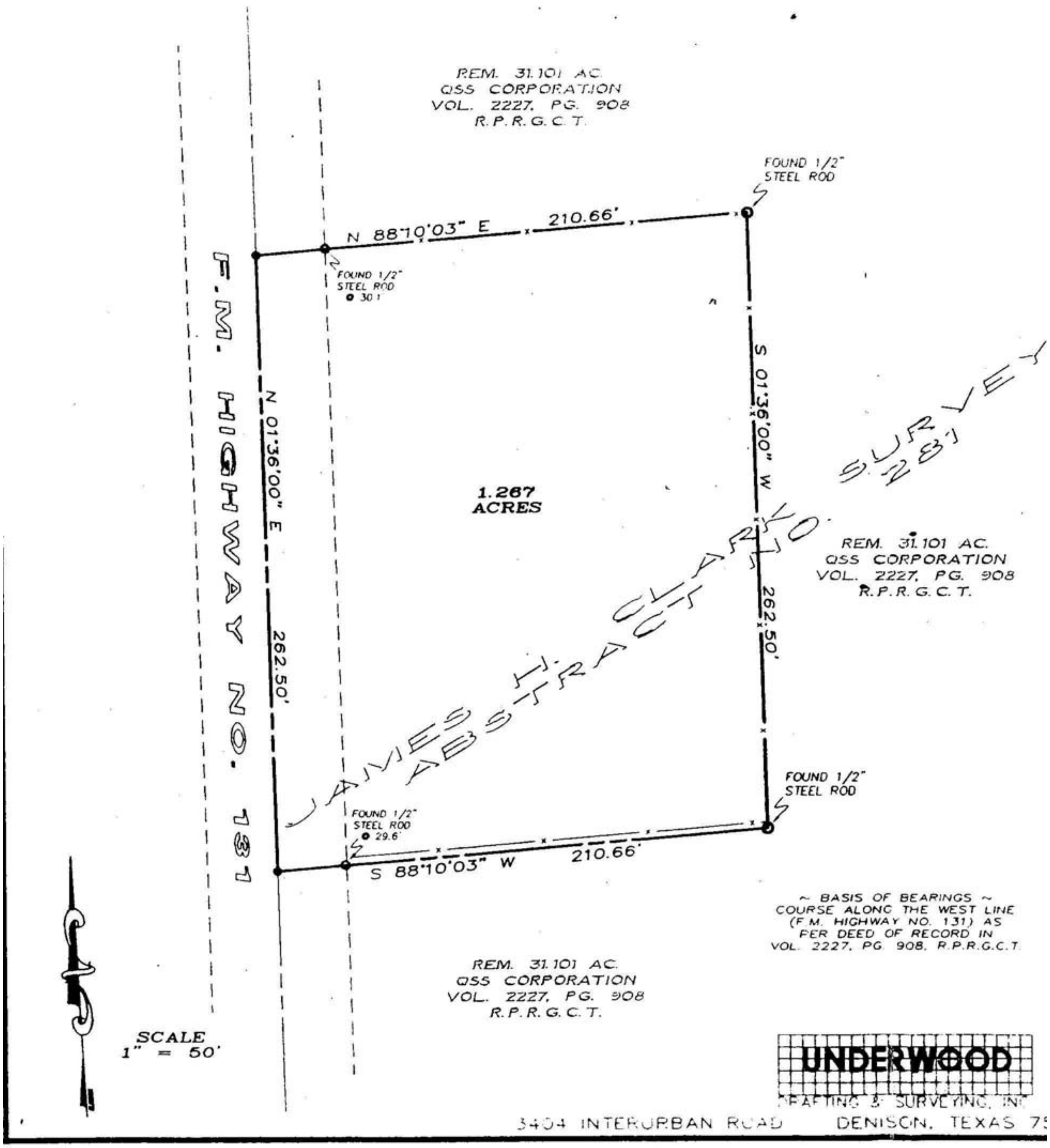
BY:__________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: _______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

____
DOREEN E. MCGOOKEY,
CITY ATTORNEY


REM. 31.101 AC.
QSS CORPORATION
VOL. 2227, PG. 908
R.P.R.G.C.T.
FOUND 1/2" STEEL ROD
N 88°10'03" E 210.66'
FOUND 1/2" STEEL ROD 30.1
F.M. HIGHWAY NO. 131
N 01°36'00" E 262.50'
S 01°36'00" W 262.50'
1.267 ACRES
JAMES H. CLARK SURVEY
ABSTRACT NO. 281
REM. 31.101 AC.
QSS CORPORATION
VOL. 2227, PG. 908
R.P.R.G.C.T.
FOUND 1/2" STEEL ROD
FOUND 1/2" STEEL ROD 29.6'
S 88°10'03" W 210.66'
~ BASIS OF BEARINGS ~
COURSE ALONG THE WEST LINE
(F.M. HIGHWAY NO. 131) AS
PER DEED OF RECORD IN
VOL. 2227, PG. 908, R.P.R.G.C.T.
REM. 31.101 AC.
QSS CORPORATION
VOL. 2227, PG. 908
R.P.R.G.C.T.
SCALE
1" = 50'
UNDERWOOD
DRAFTING & SURVEYING, INC
3404 INTERURBAN ROAD
DENISON, TEXAS 75

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. B.5

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5457
Making an Emergency Appointment of Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 12th day of May, 2007, for the Purpose of Electing a Mayor, Two At-Large City Council Members, and for Considering Charter Amendments for Said City

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, but they need to be formally appointed by the City Council.

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

Financial Consideration
For the 2007 Regular and Special Municipal Elections, 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 12, 2007 Regular and Special Municipal Elections.

Alternatives
The alternative would be to name other election judges.

Attachments
Ordinance No. 5457

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, Acting City Manager

ORDINANCE NO. 5457

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, MAKING AN EMERGENCY APPOINTMENT OF ELECTION OFFICIALS FOR AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 12th DAY OF MAY, 2007, FOR THE PURPOSE OF ELECTING A MAYOR, TWO AT-LARGE CITY COUNCIL MEMBERS, AND FOR CONSIDERING CHARTER AMENDMENTS FOR SAID CITY; 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 Regular and Special Municipal Elections for the 12th day of May, 2007, for the purpose of electing a Mayor, two At-Large City Council Members, and for considering Charter Amendments; 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 12th day of May, 2007, 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	Darla Doshier, Presiding 609 Stewart Lane, Sherman Judy Gharis, Alternate 1804 Catalina, 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 _________________, 2007.

ADOPTED on this the ________________ day of _________________, 2007.

EFFECTIVE DATE on this the _________ day of _________________, 2007.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ____________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. B.6

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5456 and 5457

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5456

Abandoning a Portion of the City of Sherman's Extraterritorial Jurisdiction Lying Adjacent to the Town of Knollwood and Granted to the City of Sherman through an Agreed Judgment Styled City of Sherman vs. Town of Knollwood, 15th Judicial District Court, Cause No. 106-556

B.5 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5457

Making an Emergency Appointment of Election Officials for an Election of the Qualified Voters of the City of Sherman, Texas, on the 12th day of May, 2007, for the Purpose of Electing a Mayor, Two At-Large City Council Members, and for Considering Charter Amendments for Said City

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. B.7

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. 4994***
Authorizing the Purchase of 1,272 Residential Solid Waste Roll Off Carts for the Solid Waste Department through the Houston-Galveston Area Council of Governments (H-GAC)

C.4 **** RESOLUTION NO. 4996***
Approving Greater Texoma Utility Authority's Contract with Howard Construction, Inc. for the U.S. Highway 82 West, Phase I, Water Main Replacement

C.5 **** RESOLUTION NO. 4997***
Awarding a Bid to Sam Pack's Five Star Ford through the Texas Building and Procurement Commission (TBPC) Government Contract for the Purchase of Five 2007 Ford Crown Victoria Police Interceptor Vehicles

C.6 **** RESOLUTION NO. 4998***
Authorizing an Amendment to Exhibit "C" of the Development Agreement (The Future Cost Installation Agreement) with Homes by Lakeland, Ltd., for the Future Improvement of Rex Cruise Drive at Sleepy Hollow Addition

D.1 **** REQUEST TO ADVERTISE***
Replacement of Two 3/4-ton Truck Chassis with Utility Bodies for the Distribution Services Department

D.4 **** OTHER BUSINESS***
Approve Quarterly Investment Report for Period Ending March 31, 2007

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. C.1

RESOLUTION NO. 4977
Authorizing Execution of an Agreement with the Town of Knollwood for Participation in the Upgrade of the Existing Sewer Main from Canyon Grove Road North to Knollwood

Issue
To authorize the execution of an Agreement with the Town of Knollwood for sharing the cost of upgrading either existing or future sanitary sewer service in order to accommodate the expansion of their community

Background
The City of Sherman has an existing agreement with the Town of Knollwood to provide sanitary sewer service to that community (*see Article III of the attached Municipal Services Contract*). Because Knollwood has plans to expand its community, a sewer main larger than the existing 8-inch line will be required to accommodate this new growth sometime in the future. In exchange for the City of Sherman surrendering a section of its Extraterritorial Jurisdiction (ETJ), Knollwood has agreed to participate in funding the upgrade costs of the new sanitary sewer main; and the amount in the contract will serve as a credit to that future participation.

Origination
Department of Utilities Administration

Financial Consideration
Knollwood's portion of the costs for upgrading sanitary sewer service will be $130,908.00 in 2007 dollars. This amount will be reduced by the $22,187.80, which Knollwood will pay in exchange for the City of Sherman abandoning a portion of its ETJ compliant with Ordinance No. 5456.

Staff Recommendation
Staff recommends approval of the participation agreement with the Town of Knollwood for upgrading the existing sanitary sewer main.

Alternatives
As may be directed by the City Council

Attachments
Resolution No. 4977; Current Municipal Services Contract with Knollwood; Contract and Location Map

Prepared by:
Wayne Kuse, Acting Director of Utilities

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 4977

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TOWN OF KNOLLWOOD FOR PARTICIPATION IN THE UPGRADE OF THE EXISTING SEWER MAIN FROM CANYON GROVE ROAD NORTH TO KNOLLWOOD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHERAS, the Town of Knollwood desires to participate in the upgrade of the existing sewer main which will serve development in their newly annexed area;

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

SECTION 1. That the Acting City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with the Town of Knollwood, in accordance with the terms and provisions of the agreement attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

MUNICIPAL SERVICES CONTRACT

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This Municipal Services Contract (*"Contract"*) is entered into as of the 1ST day of AUGUST, 1994, between the City of Sherman, a municipal corporation under the laws of the State of Texas within Grayson County, Texas (*"Sherman"*), and the City of Knollwood, a municipal corporation under the laws of the State of Texas within Grayson County, Texas (*"Knollwood").*

RECITALS

WHEREAS, Sherman owns and operates a water supply treatment and distribution system and a wastewater collection and treatment system to provide utility service under a Certificate of Convenience and Necessity issued by the Texas Natural Resource Conservation Commission, a fire and ambulance service, and a full service library system; and

WHEREAS, Knollwood owns and operates both a water supply distribution system and a wastewater collection system within the city limits; and

WHEREAS, Sherman and Knollwood desire to enter into an agreement by which the City of Sherman shall provide a potable drinking water supply, wastewater collection and treatment services, fire and ambulance services and full service library privileges to Knollwood and its residents in exchange for reasonable compensation; and

WHEREAS, the parties enter into this Contract pursuant to the authority granted in the Texas Government Code Chapter 791 (Vernon 1994), known as the Interlocal Cooperation Act;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, Sherman and Knollwood hereby contract and agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. As used in this Contract, the terms listed below have the meaning as defined in this section:

A. "Authorized Meters" means the meters identified in Section 2.6 of this Contract.

B. "Commercial Customers" means water or sewer utility customers who either receive water for or discharge wastewater from offices, restaurants, warehouse facilities, non-industrial businesses or other similar establishments, but does not include Industrial Customers.

C. "Cubic Feet Per Day" means average daily water or wastewater flow, expressed in cubic feet, over a thirty (30) day period.

D. "Industrial Customers" means water or sewer utility customers who receive treated potable water for use in industrial manufacturing and industrial processing systems and discharge liquid or solid wastes to the wastewater collection system from industrial manufacturing and industrial processing systems.

E. "Point of Delivery" means the location at which either (1) Sherman delivers water to Knollwood through an Authorized Meter, or (2) Knollwood delivers wastewater from wastewater lines owned by Knollwood to wastewater lines owned by Sherman.

F. "Population" means the number of persons residing within the City of Sherman or the City of Knollwood, as appropriate, as reported by the most recent Texoma Council of Governments report addressing population.

G. "Public Authority Customers" means water or sewer utility customers who receive water for or discharge wastewater from governmental establishments such as schools, parks and other public buildings.

H. "Residential Customers" means water or sewer utility customers who receive water for or discharge wastewater from domestic and household uses.

I. "Wastewater" means liquid and water-carried waste discharged from sanitary conveniences of dwellings, business buildings, institutions and the like, including properly shredded garbage, but does not include industrial wastes nor storm water, surface water, ground water, roof runoff, subsurface drainage or other matter not commonly discharged into sewers for strictly sanitary purposes.

ARTICLE II.

WATER SERVICE

Section 2.1. **Provision of Water Service.** Sherman agrees to furnish to Knollwood potable, treated water meeting applicable purity standards of the Texas Natural Resource Conservation Commission, the U.S. Environmental Protection Agency and any other governmental agencies having jurisdiction. Water shall be provided by Sherman at the times required by Knollwood.

Section 2.2. **Metering Generally.** Knollwood agrees to install, operate and maintain, at its expense, the necessary metering equipment, including the meter house or pit and required devices of standard type approved by the Sherman customer service department, for properly measuring the quantity of water delivered to Knollwood at each Point of Delivery, and to calibrate and repair as needed such metering equipment at its expense when requested by Sherman but not more frequently than once every twelve (12) months. Knollwood agrees to calibrate the metering equipment more often than every twelve (12) months at Sherman's expense if requested by Sherman, unless the meter is found to be inaccurate, in which event Knollwood shall bear the costs of calibration and repair. A meter registering not more than two percent (2%) above or below the test result under reasonable flow quantity shall be accepted as accurate. The previous readings of any meter disclosed by tests to be inaccurate shall be corrected for the six (6) months previous to the tests in accordance with the percentage of inaccuracy found by the tests by crediting or collecting the difference in the amount actually billed and the corrected billing amount in equal amounts over a six (6) month period. If any meter fails to register for any period, the amount of water furnished during the period shall be deemed to be the amount of water delivered in the corresponding period from the previous year or any amount agreed to by Sherman and Knollwood.

Section 2.3. **Readings.** The Authorized Meters shall be read by Sherman in conjunction with its normal billing cycle. An appropriate official of Knollwood shall have access to the metering equipment for the purpose of verifying its readings at all times.

Section 2.4. **Bills.** Sherman shall furnish Knollwood an itemized statement of the amount of water furnished to Knollwood at each Point of Delivery during the preceding month.

Section 2.5. **Rates.** The monthly rates assessed by Sherman to Knollwood shall be those rates set by city ordinance for water service to Residential and Commercial Customers inside the city limits, based upon the size of the Authorized Meters. At the inception of this Contract, the rates are

$704.52 (which includes 200 cubic feet) for the 6" meter and $47.88 (which includes 200 cubic feet) for the 1½" meter and a gallonage charge of $1.43 for each 100 cubic feet thereafter.

Section 2.6. **Authorized Meters.** The parties acknowledge that water shall be furnished to Knollwood at Points of Delivery through two (2) meters that are located on an 8-inch water main at a point immediately adjacent to the roadway on the Southeast corner of the intersection of Old North Travis Road and Knollwood Drive in the City of Knollwood. The water meters must be purchased by Knollwood from Sherman's customer service department or an approved source at Knollwood's expense.

Section 2.7. **Quantity of Water.** Sherman and Knollwood agree that Knollwood is entitled to the delivery of the amount of water that is capable of being delivered through the existing eight inch (8") water line to Knollwood at the Point of Delivery, subject to the unavailability of an adequate supply of water because of drought, water shortage, or emergency. In the event that Knollwood requires a larger quantity of water, Knollwood and Sherman agree that the provision of such additional service is not governed by the terms of this Contract and would require a separate contract.

Section 2.8. **Authorized Uses.** The water furnished by Sherman may be provided to Residential, Commercial and Public Authority customers within Knollwood. Knollwood shall not have the right to furnish water from Sherman for Industrial Customers without the express written consent of Sherman, which shall not be unreasonably withheld.

Section 2.9. **Rates During First Year of Service.** The rates charged for the period of time that begins on April 1, 1994, and that ends with the effective date of Sherman's next water and sewer rate change shall be $704.52 per month (which includes 200 cubic feet) and then $1.43 for every 100 cubic feet thereafter for the 6" meter and $47.88 per month (which includes 200 cubic feet) and then $1.43 for every 100 cubic feet thereafter for the 1½" meter. In the event that the size of the meter(s) used to provide service differs from the sizes indicated herein, the rates shall reflect such size difference in accordance with the rate notice provided to Knollwood for water rates effective September 6, 1993. Any difference in the amount paid by Knollwood to Sherman from the amount established under this Contract shall be credited or collected by Sherman over a like period of time. Rate changes due to meter changes shall be prospective only.

ARTICLE III.

WASTEWATER SERVICE

Section 3.1. Provision of Wastewater Services. Sherman agrees to receive, treat, and dispose of all wastewater collected by Knollwood and delivered to Sherman at the authorized Point of Delivery. Wastewater treatment and disposal services provided to Knollwood shall be non-discriminatory and uniform with the policy or policies established by the Sherman City Council for the provision of utility service.

Section 3.2. Billing. Sherman shall furnish Knollwood an itemized statement of monthly wastewater usage based upon the metered water consumption.

Section 3.3. Rates. The monthly rates assessed by Sherman to Knollwood shall be those rates set by City ordinance for wastewater service to Commercial Customers inside the city limits of Sherman. At the inception of this Contract, the rate is $4.28 per month (which includes 200 cubic feet) and then $1.34 for every 100 cubic feet thereafter.

Section 3.4. Point of Delivery. The parties acknowledge that wastewater shall be delivered to Sherman at a Point of Delivery located on an 8-inch wastewater main located approximately 225 feet east of Old North Travis on the boundary between the Knollwood city limits and the Sherman city limits.

Section 3.5. **Quantity Limits.** Sherman and Knollwood agree that Knollwood is entitled to deliver the amount of wastewater that the existing 8" sewer line is capable of receiving from Knollwood through the authorized Point of Delivery. In the event that Knollwood requires a larger capacity for discharge of wastewater, Knollwood and Sherman agree that the provision of such service is not governed by the terms of this Contract and would require a separate contract.

Section 3.6. **Authorized Uses.** The wastewater discharged by Knollwood shall be from Residential, Commercial and Public Authority Customers within Knollwood. Knollwood shall not have the right to discharge liquid or solid wastes from Industrial Customers without the express written consent of Sherman, which shall not be unreasonably withheld.

Section 3.7. **Rates During First Year of Service.** The rates charged for the period of time that begins on April 1, 1994, and that ends with the effective date of Sherman's next water and sewer rate change shall be $4.28 per month (which includes 200 cubic feet) and then $1.34 for every 100 cubic feet thereafter. Any difference in the amount paid by Knollwood to Sherman from the amount established under this Contract for each month shall be credited or collected by Sherman over a like period of time.

ARTICLE IV.

LIBRARY SERVICES

Section 4.1. **Provision of Library Service.** Sherman agrees to provide the same full library services to the citizens of Knollwood as are provided to its own citizens.

Section 4.2. **Fee.** Sherman shall bill Knollwood for library services at the beginning of each of Sherman's fiscal years. The fee shall be computed by multiplying the net per capita cost for the Sherman library, as established by the approved annual budget adopted by the Sherman City Council, times the Population of Knollwood. The net per capita cost for the Sherman library shall be calculated by dividing the total costs of operation and maintenance of the library system, as reflected in the approved budget, less other sources of revenue, such as donations and the county contract for library services, by the Population of Sherman.

Section 4.3. **Fees During First Year of Service.** The fees assessed for the period of time that begins on the date of execution of this Contract and that ends on the last day of Sherman's 1993 - 1994 fiscal year shall be prorated to reflect the portion of the fiscal year during which such services are provided. The net per capita cost for operation and maintenance of the Sherman library paid by a Sherman citizen for Sherman's entire 1993 - 1994 fiscal year is $11.21.

ARTICLE V.

FIRE AND AMBULANCE SERVICES

Section 5.1. **Provision of Fire and Ambulance Service.** Sherman agrees to provide fire protection and fire-fighting services to all persons and property within the city limits of Knollwood, including response to life-threatening emergencies and rescue calls, to the best of its ability. In the event the boundaries of Knollwood change, Knollwood shall provide notice of such change to Sherman, and Sherman shall continue to provide service to all persons and property within the city limits of Knollwood, as such boundaries have been adjusted.

Section 5.2. **Fee.** Sherman shall bill Knollwood for fire and ambulance services at the beginning of each of Sherman's fiscal years. Sherman shall have no claim to any additional revenues collected by Knollwood beyond the fee provided herein. For and in consideration of receiving fire protection and fire-fighting services from Sherman, including response to life-threatening emergencies and rescue calls, Knollwood shall pay to Sherman a fee which shall be calculated as follows:

$$\frac{X}{X+Y} \text{ x } (A+B) = \text{Annual Fee}$$

Where X = Current market value of all property (including tax exempt property), excluding the value of land, within the city limits of Knollwood as of January 1 of each Contract year as determined by the Grayson County Appraisal District.

Where Y = Current market value of all property (including tax exempt property), excluding the value of land, within the city limits of Sherman as of January 1 of each Contract year as determined by the Grayson County Appraisal District.

A = Sherman's total budgeted annual net cost of fire and ambulance services for the current fiscal year as reflected in the approved budget.

B = Depreciation expense of fire and ambulance equipment for the period ending each fiscal year (Sept. 30) calculated using generally accepted accounting principles.

For purposes of this section, net cost of fire and ambulance services equals the total cost of fire and ambulance service less revenues from other service contracts.

Section 5.3. Service Level. Sherman shall provide the necessary number of engines, trucks, equipment and appropriate manpower to provide sufficient fire-fighting services for the improvements and facilities from time to time located within the city limits of Knollwood according to Sherman's standard policies and specifications for similar service within Sherman's primary service area. Sherman will use due diligence in providing fire protection and fire-fighting services pursuant to this Contract.

<u>Section 5.4.</u> **<u>Knollwood Facilities.</u>** Knollwood shall provide water mains for fire-fighting services to be rendered by Sherman. Knollwood shall have a sufficient number of fire plugs within its corporate limits connected to water mains of no less than 6" to meet the codes and ordinances related to fire protection and fire fighting required by Article VI of this Contract. Knollwood shall install and maintain at its expense a detector check or other similar device approved by Sherman at the water Point of Delivery.

<u>Section 5.5.</u> **<u>Liability and Indemnity.</u>** Sherman will maintain in force and effect sufficient liability insurance coverage on its personnel, vehicles, and equipment to cover all reasonably anticipated risks of loss and damage. Sherman hereby expressly agrees to indemnity, defend and save and hold harmless Knollwood and its officials, staff, agents, employees, and consultants from all liabilities, charges, expenses (including attorney's fees) and cost on account of or by reason of any injuries, damages, liabilities, claims, suits or losses occurring from or arising out of Sherman's negligence within Knollwood. Knollwood hereby expressly agrees to indemnity, defend and save and hold harmless Sherman and its officials, staff, agents, employees and consultants from all liabilities, charges, expenses (including attorney's fees) and cost on account of or by reason of any injuries, damages, liabilities, claims, suits or losses occurring from or arising out of Knollwood's negligence in the construction, operation and maintenance of its water system.

<u>Section 5.6.</u> **<u>Termination of Fire and/or Ambulance Services.</u>** Either party may terminate fire and/or ambulance services upon sixty (60) days' written notice to the other. Fire and/or ambulance services shall not be terminated except where a party has contracted out these services to another entity. Sherman shall refund to Knollwood costs for the remaining portion of the current fiscal year on a prorated basis if fire and/or ambulance services are terminated prior to the end of the current fiscal year.

Section 5.7. **Fees During First Year of Service.** The fees assessed for the period of time that begins on the date of execution of this Contract and that ends on the last day of Sherman's 1993-1994 fiscal year shall be prorated to reflect the portion of the fiscal year during which such services are provided. The fee for Fire and Ambulance services to be paid by Knollwood for the portion of fiscal year 1993 - 1994 during which such services will be provided under this Contract is $____________________ ($5,813 x effective days/365 days).

ARTICLE VI.

DEVELOPMENT AND OPERATIONS STANDARDS

Section 6.1. **Adoption of Ordinances, Policies and Codes.** As additional consideration for the services provided herein, Knollwood agrees to adopt standard fire codes, building codes, and subdivision development ordinances relating to utilities and fire protection and fire fighting which are consistent with state and national standards and compatible with the codes and ordinances adopted by Sherman.

ARTICLE VII.

GENERAL PROVISIONS

Section 7.1. **Term.** The term of this Contract shall be for an initial term of ten (10) years, with automatic renewal periods of five (5) years. Either party may terminate this contract at the end of the initial term or a subsequent renewal period by giving written notice to the other at least one (1) year prior to the expiration date.

Section 7.2. **Rate and Fee Adjustments.** All water and wastewater rates and fees established pursuant to this Contract shall be subject to review and amendment by Sherman. All rates and fees for Library Services and Fire and Ambulance Services shall be subject to review and amendment by Sherman at the beginning of each Sherman fiscal year. Sherman shall provide notice of any proposed rate or fee adjustment that affects the rates or fees charged to Knollwood at least thirty (30) days prior to any final action on the rate or fee by the Sherman City Council or its authorized representative. Sherman shall make detailed accounting information relating to the calculation of the rates and fees established pursuant to the contract available to Knollwood upon request.

Section 7.3. **Notice.** Notices required by this Contract shall be satisfied by delivery of a written statement to the appropriate individual, listed below, via either certified mail, return receipt requested, or hand delivery on or before the date that notice is required. The individual designated below or the address for notice may be amended from time to time by delivery of thirty (30) days' notice to the other party.

CITY OF SHERMAN	CITY OF KNOLLWOOD
______________________	______________________
______________________	______________________
______________________	______________________
Sherman, Texas 75091-1106	Sherman, Texas

Section 7.4. **Payment of Bills.** All charges under the terms of this Contract shall be due and payable on the tenth day following the billing date and shall become delinquent after the expiration of thirty (30) days following the billing date. Sherman and Knollwood agree that, if Knollwood fails to make a payment or fails to provide written notice of a billing dispute by the date that the bill becomes delinquent, Sherman may suspend the related service after providing five (5) days' written notice of its intention to suspend service, and that Sherman may suspend water service after providing five (5) days' written notice in the event Knollwood fails to make a required payment or provide written notice of a billing dispute for wastewater service by the deadline.

Section 7.5. **Interest on Delinquent Payments.** In the event that payment has not been made by the date that a bill becomes delinquent and a written notice of a billing dispute has not been provided, Sherman shall be entitled to assess a finance charge of eight percent (8%) per annum to be calculated from the date the bill became due and payable.

Section 7.6. **Assignment.** This Contract may not be assigned by either party without the prior written consent of the other party.

Section 7.7. **Applicable Law.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Grayson County, Texas.

Section 7.8. **Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this Contract.

Section 7.9. **Partial Invalidity.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 7.10. **Sole Agreement.** This Contract constitutes the sole and only agreement of the parties hereto respecting the subject matter addressed herein and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter addressed herein.

WITNESS OUR HANDS this the __1ST__ day of __AUGUST__, 1994.

CITY OF SHERMAN, TEXAS

BY: Jim Andrews
Jim Andrews, City Manager

ATTEST:

Helen J. Friend
City Clerk

APPROVED AS TO FORM:

Joshua D. Williams
City Attorney

CITY OF KNOLLWOOD, TEXAS

BY: Richard R. Roelke
Richard R. Roelke, Mayor

ATTEST:

Cindy Baker

CONTRACT BETWEEN

THE CITY OF SHERMAN AND THE CITY OF KNOLLWOOD

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This Contract (*"Contract"*) is entered into as of this _____ day of __________, 2007, between the City of Sherman, a municipal corporation under the laws of the State of Texas within Grayson County, Texas (*"Sherman"*), and the City of Knollwood, a municipal corporation under the laws of the State of Texas within Grayson County, Texas (*"Knollwood"*).

RECITALS

WHEREAS, the parties enter into this Contract pursuant to the authority granted in the Texas Government Code Chapter 791 (Vernon 1994), known as the Interlocal Cooperation Act;

WHEREAS, there is an anticipated apartment complex development in Knollwood that will lead to an increase in wastewater flow;

WHEREAS, Knollwood desires that Sherman abandon a portion of its Extra Territorial Jurisdiction ("ETJ");

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth Sherman and Knollwood hereby contract and agree as follows:

ARTICLE I

ABANDONMENT OF ETJ

Sherman agrees to abandon a portion of its ETJ as described as follows and as indicated in the attached Exhibit "A":

> **SITUATED** in the County of Grayson, State of Texas, being a part of the JAMES h. Clark Survey, Abstract No. 281, being all of that tract of land conveyed H.T. Patterson, et al, trustees of the Kerr Chapel Missionary Baptist Church by deed of record in Volume 734, Page 532, of the Deed Records, Grayson County, Texas, and being more particularly described as follows:
>
> **BEGINNING** in the center of F.M. Highway No. 131 at the northwest corner of said Kerr Chapel Missionary Baptist Church tract, said beginning point being in the west line of the 31.101 acre tract of land conveyed to QSS Corporation by deed of record in Volume 2227, Page 908, of the Real Property Records, Grayson County, Texas, said beginning point being referenced by a 1/2" steel rod found in the east line of said F.M. Highway No. 131 bearing North 88°10'03" East 30.1 feet;
>
> **THENCE** with the west line of said 31.101 acre tract the following calls and distances;
>
> **NORTH** 88°10'03" East passing said 1/2" steel rod at 30.1 feet, and

Initials RR

continuing with an existing fence line, a total distance of 210.66 feet to a 1/2" steel rod found at the northeast corner of said Kerr Chapel Missionary Baptist Church tract;

SOUTH 01°36'00" West with said fence line, a distance of 262.50 feet to a 1/2" steel rod found at the southeast corner of said Kerr Chapel Missionary Baptist Church tract;

SOUTH 88°10'03" West passing a 1/2" steel rod in the east line of said F.M. Highway No. 131 at 181.06 feet and continuing a total distance of 210.66 feet to the southwest corner of said Kerr Chapel Missionary Baptist Church tract;

THENCE North 01°36'00" East with the center of said F.M. Highway No. 131, a distance of 262.50 feet to the Point_of Beginning and containing 1.267 acres of land.

(hereinafter "Specified ETJ"). Sherman will abandon its Specified ETJ through an ordinance enacted by the Sherman City Council at a duly authorized meeting of the Sherman City Council.

ARTICLE II

PAYMENT BY KNOLLWOOD

In exchange for the abandonment of the Specified ETJ, Knollwood agrees to immediately pay to Sherman a portion of the cost of the installation of future sanitary sewer facilities used to service Knollwood in the amount of Twenty-Two Thousand One Hundred and Eighty-Seven dollars and Eighty cents ($22,187.80). This payment is only a credit and Knollwood understands that it may be required to provide more funds towards the cost of the installation or improvement of a sanitary sewer facility line servicing Knollwood in the future. The Twenty-Two Thousand One Hundred and Eighty-Seven dollars and Eighty cents ($22,187.80) is based on the percentage of the proposed population of the apartment complex to the total estimated maximum population of Knollwood multiplied by the estimated cost of future sanitary sewer facilities required to serve the total estimated maximum population of Knollwood. The payment shall immediately occur when Knollwood receives the signed ordinance that officially abandons the Specified ETJ. Knollwood agrees that it will have no right or claim to the Specified ETJ until Sherman receives payment as specified in this Contract and waives all rights to the Specified ETJ until payment is made and received. Knollwood also agrees that Sherman may immediately rescind its abandonment of the Specified ETJ if Knollwood fails to make payment as referenced in this Contract and that Knollwood shall not have a right or cause of action for breach of contract if Sherman rescinds the abandonment of the Specified ETJ for Knollwood's failure to make payment as specified in this Contract.

ARTICLE III

DEVELOPMENT AND STANDARDS

Knollwood understands that the building and specification of the sewer lines and any other wastewater infrastructure are at the sole discretion of Sherman and that Knollwood shall make no demands on the standards and

Initials KK

development of the sewer line or any other wastewater infrastructure developed by Sherman. Knollwood also understands that the construction of any wastewater infrastructure will occur at a future date that will be solely at the discretion of Sherman. At the time of such construction, Knollwood will be credited for its Twenty-Two Thousand One Hundred and Eighty-Seven dollars and Eighty cents ($22,187.80) towards Knollwood's portion of the costs for the construction of the wastewater infrastructure.

ARTICLE IV

COOPERATION BY KNOLLWOOD IN PRETREATMENT OF WASTEWATER

Knollwood agrees to cooperate with Sherman in meeting all federal, state, and local laws regarding the pretreatment of wastewater and agrees to cooperate in the enactment of a pretreatment agreement with Sherman in the future.

ARTICLE V

NO EFFECT ON PREEXISTING CONTRACTS

This contract is independent from any other preexisting contracts and is not intended to supersede any provisions contained in any other contracts between Sherman and Knollwood. Specifically, the provision in Article III, section 3.5 of the contract entered into by the parties on August 1, 1994, remains in full force and effect and this contract is not the separate contract for services referred to in that provision.

ARTICLE VI

GENERAL PROVISIONS

Notice. Any delivery required by this Contract shall be satisfied by delivery of a written statement or ordinance to the appropriate individual, listed below, via either certified mail, return receipt requested, or hand delivery on or before the date that notice is required. The individual designated below or the address for notice may be amended from time to time by delivery of thirty (30) days' notice to the other party.

CITY OF SHERMAN	CITY OF KNOLLWOOD
ATTN: CITY MANAGER	ATTN: MAYOR
P.O Box 1106	100 Collins Drive
Sherman, Texas 75091-1106	Sherman, Texas 75092-3908

Remedies. In the event that payment has not been made by Knollwood as provided in this Contract, Knollwood agrees and consents that Sherman is entitled to an immediate injunction that enjoins Knollwood making any claims of entitlement or right to the Specified ETJ or any similar injunctive provisions. Should Sherman be required to seek an injunction, Knollwood agrees to pay all costs and attorney's fees associated with that lawsuit or legal challenge. This is not an exclusive remedy and Sherman can seek to enforce the provisions of this Contract under any remedies available in law and in equity.

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Assignment. This Contract may not be assigned by either party without the prior written consent of the other party.

Applicable Law. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Grayson County, Texas.

Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this Contract.

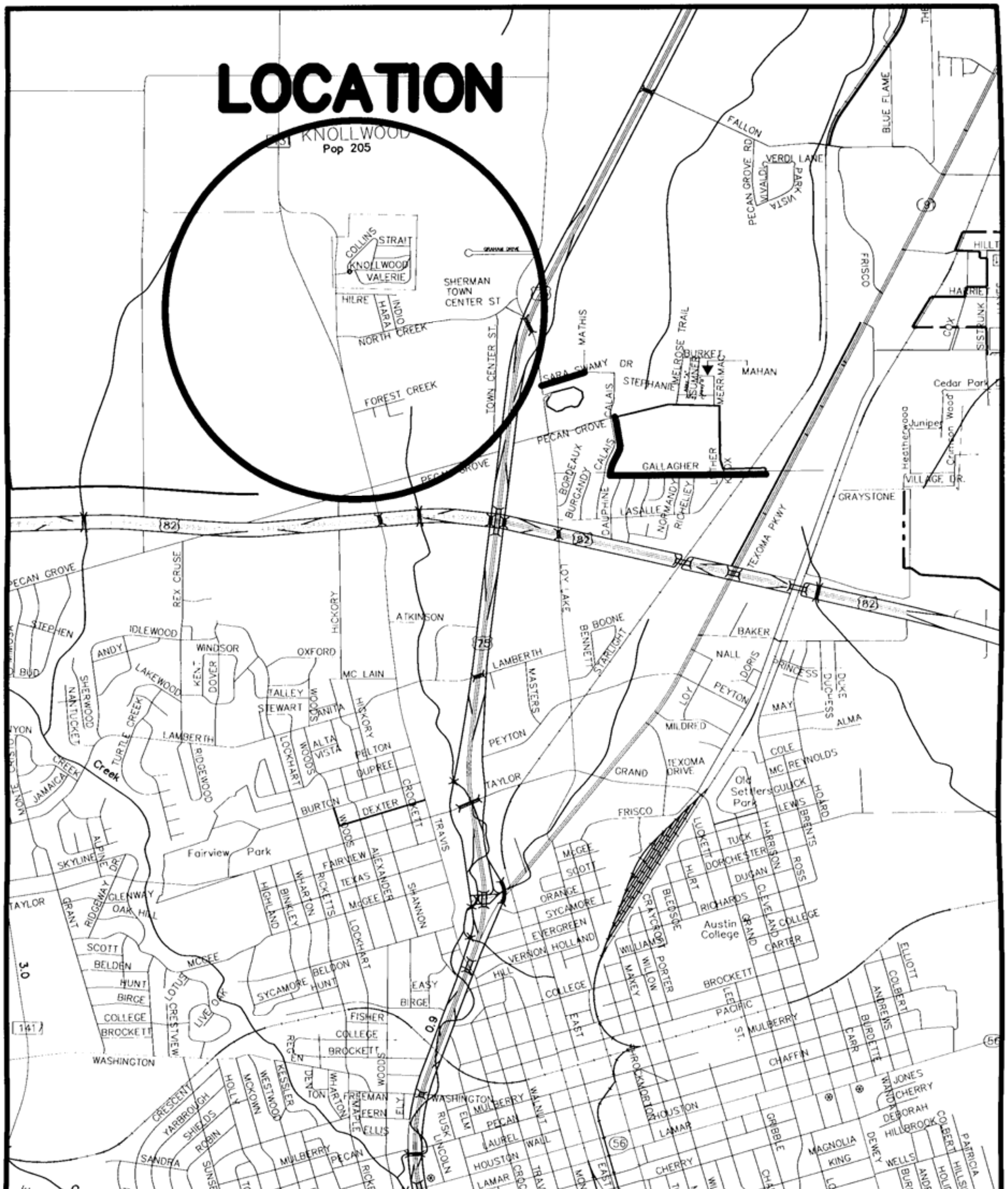
Partial Invalidity. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Sole Agreement. This Contract constitutes the sole and only agreement of the parties hereto respecting the subject matter addressed herein and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter addressed herein.

WITNESS OUR HANDS, this the 10 day of april, 2007.

CITY OF SHERMAN	**CITY OF KNOLLWOOD**
	Rich R Roelke
By: George Olson, Acting City Manager	By: Richard R. Roelke, Mayor
Attest: City Clerk	Attest: City Secretary
	Marilyn Wojnas
Linda Ashby	Marilyn Wojnas
Approved as to form:	Approved as to form:
	Elroy G Roelke
Doreen E. McGookey City Attorney	Elroy G. Roelke City Attorney

Initials RR



TOWN OF KNOLLWOOD
SEWER MAIN UPGRADE

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. C.2

**** RESOLUTION NO. 4994***

Authorizing the Purchase of 1,272 Residential Solid Waste Roll Off Carts for the Solid Waste Department through the Houston-Galveston Area Council of Governments (H-GAC)

Issue

To authorize the purchase of 1,272 100-gallon automated residential roll out replacement carts from the Houston-Galveston Area Council (H-GAC)

Background

Maintaining residential automated trash carts is an important part of the solid waste program, both for the sake of our residents and for more efficient collection. The typical life of an automated cart is about ten years, but can be shorter based upon a number of factors, including exposure to elements and mechanical malfunctions. As we enter the twelfth year of our automated collection program, we need to continue our replacement program for the remaining aging or broken carts. We also have to provide a supply of carts for new homes and in response to requests for extra carts. Purchasing automated carts from H-GAC conforms to the requirements of Texas statues that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected to either competitive bid or competitive proposal process.

Origination

Department of Public Works & Engineering

Financial Consideration

Funds for the purchase of new 100-gallon automated carts were appropriated in the 2006-2007 fiscal year budget. Toter, Inc. was H-GAC's low bidder for this type of cart (see the attached bid tab and quote).

Staff Recommendation

Approve the purchase of two truck loads of automated trash carts (1,272) at a price of $44.68 per cart.

Alternatives

As may be recommended by the City Council

Attachments

Resolution No. 4994
Bid Tab
H-GAC (Toter, Inc.) Quotation
H-GAC Interlocal Agreement

Prepared by:
Jeff Miller, Public Works/Engineering Director

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 4994

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF 1,272 RESIDENTIAL SOLID WASTE ROLL OFF CARTS FOR THE SOLID WASTE DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Acting City Manager be and is hereby authorized and directed to enter into an agreement approved by the City Attorney through the Houston-Galveston Area Council of Governments (H-GAC), for the Residential Solid Waste Roll Off Carts purchase price of Forty-four dollars and sixty-eight cents ($44.68) per cart, in accordance with the terms and conditions of the Interlocal Participation Agreement attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

City of Sherman
Residential Automated Carts
Bid Tab – H-GAC

	Base	Shipping	H-GAC Fee	Total
Toter Inc.	44.68	NA	No	44.68
Rehrig Pacific Co.	46.64	11.20	Yes	57.84
Schaefer Systems, Inc.	44.40	3.95	Yes	48.35

Toter INCORPORATED

April 2, 2007

PREPARED FOR: **City of Sherman** **Attn: Aubrey Henderson** **Sherman, TX** **Fax# 903-892-7177**	**SHIP TO:** **Sherman, TX**

MODEL #	**DESCRIPTION**	**QUANTITY**	**UNIT PRICE**
57596	Toter 96 Gallon EVR I Series Container • Color – Black, Brown, Green or Grey • Serial Numbers Hot Stamped on Body • Custom Hot Stamp on One Side • 10 Year Non-Prorated Warranty	1272 (2 TL)	$44.68

ADDITIONAL INFORMATION:
Freight: Included in Price
Shipment: 8-10 weeks to start delivery of containers.
PRICING OFF STATE OF TEXAS CONTRACT- NO FEE ASSESSED. REFERENCE CONTRACT # 450-A2 ON PO# TO TOTER

This proposal is subject to Toter's Standard Terms and Conditions following. Toter prices do not include state and local taxes, if applicable. Payment terms are Net 30 days after shipment. Delivery is subject to availability at time of order entry. Pricing is based on current resin cost and must be confirmed by Toter before acceptance of order.

TOTER INCORPORATED:

Linda Lassiter

Residential Sales Specialist

Date: 4/2/2007

ACCEPTED BY:

City of Sherman, TX

Date:

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA NUMBER: 91-15399...

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 19 91 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19 and ends 10/31/91, 19. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF SHERMAN
Local Government

BY [signature]

TALMADGE N. BUIE
CITY MANAGER DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY [signature] Date 7/27/91
Manager of Cooperative Purchasing

BY [signature] Date 5/3/91
Jack Steele
Executive Director
March 28, 1991

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. C.3

RESOLUTION NO. 4995
Awarding a Bid to and Authorizing Execution of a Contract with Greenleaf Landscape Company of Sherman for the Fairview Park Soccer Field Irrigation/Renovation Project

Issue
To consider an award of bid to Greenleaf Landscape Company of Sherman for the 2006-2007 Capital Improvement Program (CIP) project to irrigate and renovate the Fairview Park Soccer Fields

Background
During the 2006-2007 budget planning process, the Sherman City Council approved $135,000.00 in the 2006-2007 CIP for the irrigation and renovation of the soccer field area(s) north of the primary road (POW/MIA Lane) running through the park, as well as Field #6 which is the lighted field immediately west of Veteran's Baseball Field. The project was appropriately advertised; and bids were opened on March 22, 2007.

This project will be coordinated to start at the conclusion of the Texoma Soccer Association's Spring 2007 season in April 2007.

Origination
Sherman City Council

Financial Consideration
Adequate funds have been budgeted with a total allocation of $135,000.00 for this project. Two (2) qualified bids were received, with Greenleaf Landscape Company of Sherman submitting the low bid in the amount of $121,692.86.

Staff Recommendation
It is the staff's recommendation that the Sherman City Council award the contract to Greenleaf Landscape Company of Sherman in the amount of $121,692.86 and authorize the Acting City Manager to execute the required contract documents.

Alternatives
As may be directed by the Sherman City Council

Attachments
Bid Tabulation
Resolution No. 4995
Contract
Capital Improvement Project with Location Maps

Prepared and Approved by:
George Olson, Acting City Manager

Bid Tabulation
Fairview Park Soccer Field Irrigation/Renovation
March 22, 2007
2:00pm

Company	Bid Amount	References	Insurance
Sitescape	$123,000.00	√	√
Greenleaf	$121,692.86	√	√
Dream Works	did not bid		

RESOLUTION NO. 4995

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GREENLEAF LANDSCAPE COMPANY OF SHERMAN FOR THE FAIRVIEW PARK SOCCER FIELD IRRIGATION/RENOVATION PROJECT; 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 Greenleaf Landscape Company of Sherman is hereby awarded the bid in the total amount of $121,692.86, without change orders, for the Fairview Park Soccer Field Irrigation/Renovation Project and that the Acting City Manager is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Greenleaf Landscape Company of Sherman for the Fairview Park Soccer Field Irrigation/Renovation Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN §
COUNTY OF GRAYSON §

CONTRACT
BETWEEN THE CITY OF SHERMAN AND THE CONTRACTOR

THIS AGREEMENT is by and between the **CITY OF SHERMAN** ("CITY" or "OWNER") and

and **GREENLEAF LANDSCAPE CO.** (" CONTRACTOR").

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

ARTICLE 1 - PROJECT

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

Complete sprinkler installation and field renovation described by the City for the soccer areas at Fairview Park located at 1121 W. Taylor Street, Sherman, Texas.

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

ARTICLE 2 – INDEPENDENT CONTRACTOR

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

ARTICLE 3 - CONTRACT TIMES

3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Completion and Final Payment*

A. The Work will be completed and ready for final payment within 75 days of the Notice to Proceed issued by the City.

ARTICLE 4 - CONTRACT PRICE/CONSIDERATION

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

A. A Lump Sum of:

One Hundred Twenty-One thousand Six Hundred Ninety Two dollars and Eighty Six cents ($121,692.86)

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Payment*

A. Payment shall be in a lump sum form upon completion, approval and acceptance of the Project by the City.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Contract;
2. Bid Specifications for the Municipal Building Irrigation Project (entire packet);
3. Exhibits to this Agreement (enumerated as follows):
   a. Notice to Proceed;
   b. CONTRACTOR'S Bid and Bidder Information on the Bid Form;
   c. Documentation submitted by CONTRACTOR prior to Notice of Award;

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

ARTICLE 8 – NOTICE

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

If intended for CITY to:	If intended for CONTRACTOR, to:
Designee: Ben Uselton	Designee: Danny E. Russey
Address:	Address:
P.O. Box 1106	P.O. Box 1264
Sherman, TX 75091	Sherman, TX 75091

ARTICLE 9 - MISCELLANEOUS

9.01 *Assignment of Contract*

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

9.02 *Successors and Assigns*

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

9.03 *Severability and Conflict*

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

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

9.04 *Captions*

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

9.05 *INDEMENITY AND DUTY TO DEFEND*

A. CONTRACTOR agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm, including attorneys fees, for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of this Agreement, or by any negligent or strictly liable act or omission of CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence of the CONTRACTOR and the CITY, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, subject to and without waiving any governmental immunity available to the

CITY under Texas law, and any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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

9.06 *Choice of Law: Venue.*

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

9.07 *Binding Authority*

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

9.08 *Entire Agreement*

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

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

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

CITY: **CITY OF SHERMAN, TEXAS**

____

By: ______________________________
George Olson, Acting City Manager

Attest ______________________________
Linda Ashby, City Clerk

CONTRACTOR: **GREENLEAF LANDSCAPE CO.**

____

By: ______________________________
Danny E. Russey

Attest ______________________________
Notary Public

License No. ______________________________
(Where applicable)

Agent for service of process: ________________

____

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

LISA WHITFIELD
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-27-2007

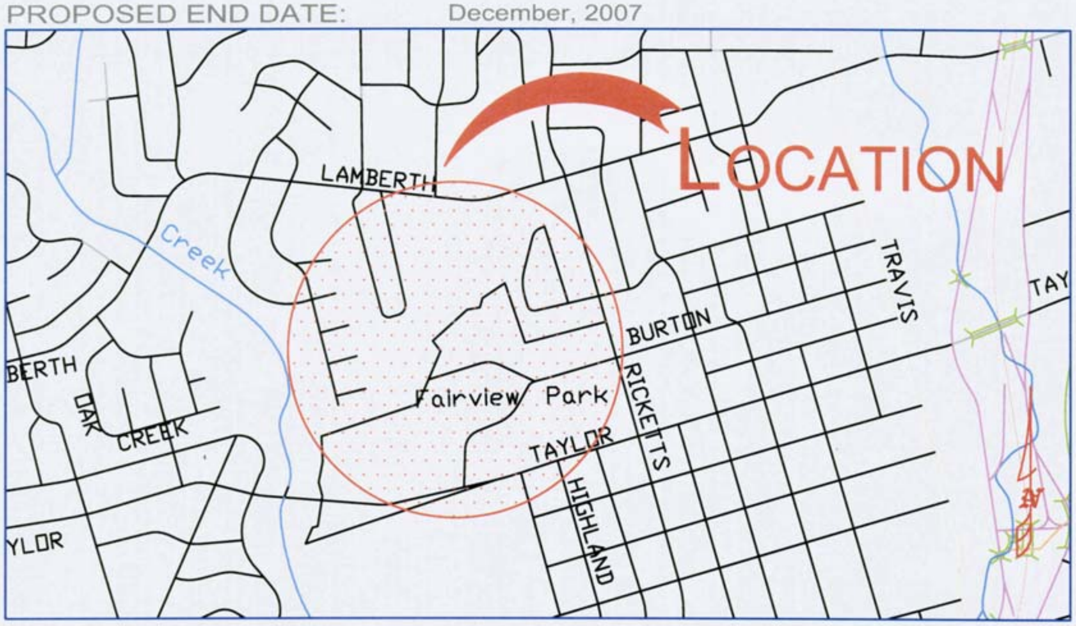
Approved as to form and content:

____

Doreen E. McGookey
City Attorney

PROJECT YEAR: 2006-2007

PROJECT NAME:	Fairview Soccer Field Irrigation/Renovation Project
DESCRIPTION:	To provide an irrigation system to all soccer fields at Fairview Park and renovate Field #5 and Field #6
ESTIMATED COST:	$135,000
ESTIMATED O&M COST:	$5,000
PROPOSED FINANCING:	General Improvement Fund
PROJECT NECESSITY:	Project would improve turf quality and proper drainage on Fields #5 & #6 for youth/adult soccer.
DEPARTMENT/DIRECTOR:	Community Services, George Olson
PROPOSED START DATE:	November, 2006
PROPOSED END DATE:	December, 2007



SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. C.4

**** RESOLUTION NO. 4996***

Approving Greater Texoma Utility Authority's Contract with Howard Construction, Inc. for the U.S. Highway 82 West, Phase I, Water Main Replacement

Issue

To approve a resolution authorizing the Greater Texoma Utility Authority (GTUA) to contract with Howard Construction, Inc. for the construction of the Highway 82 West Water Main Extension, Phase I

Background

The current Capital Improvement Program contains a project to extend a 12-inch water main along U.S. Highway 82 west of F. M. 1417. Seven (7) bidders responded to the request for bids, with Howard Construction of Ardmore, Oklahoma being the low bidder. A bid tabulation is attached.

Origination

Department of Utility Administration

Financial Consideration

Funding for this project in the amount of $185,869.00 will be provided through GTUA. Initial projected costs for this project were $325,000.00.

Staff Recommendation

It is recommended that the City Council approve the resolution authorizing GTUA to contract with Howard Construction, Inc. for the extension of the water main along U.S. Highway 82 west of F.M. 1417.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 4996
Bid Tabulation
Project Description/Location Map

Prepared by:
Wayne Kuse, Acting Director of Utilities

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 4996

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING GREATER TEXOMA UTILITY AUTHORITY'S CONTRACT WITH HOWARD CONSTRUCTION, INC. FOR THE U.S. HIGHWAY 82 WEST, PHASE I, WATER MAIN REPLACEMENT; 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 Greater Texoma Utility Authority's contract with Howard Construction, Inc. for the U.S. Highway 82 West, Phase I, water main replacement, in the amount of One hundred Eighty-five thousand Eight hundred Sixty-nine dollars ($185,869.00) is hereby approved.

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

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

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

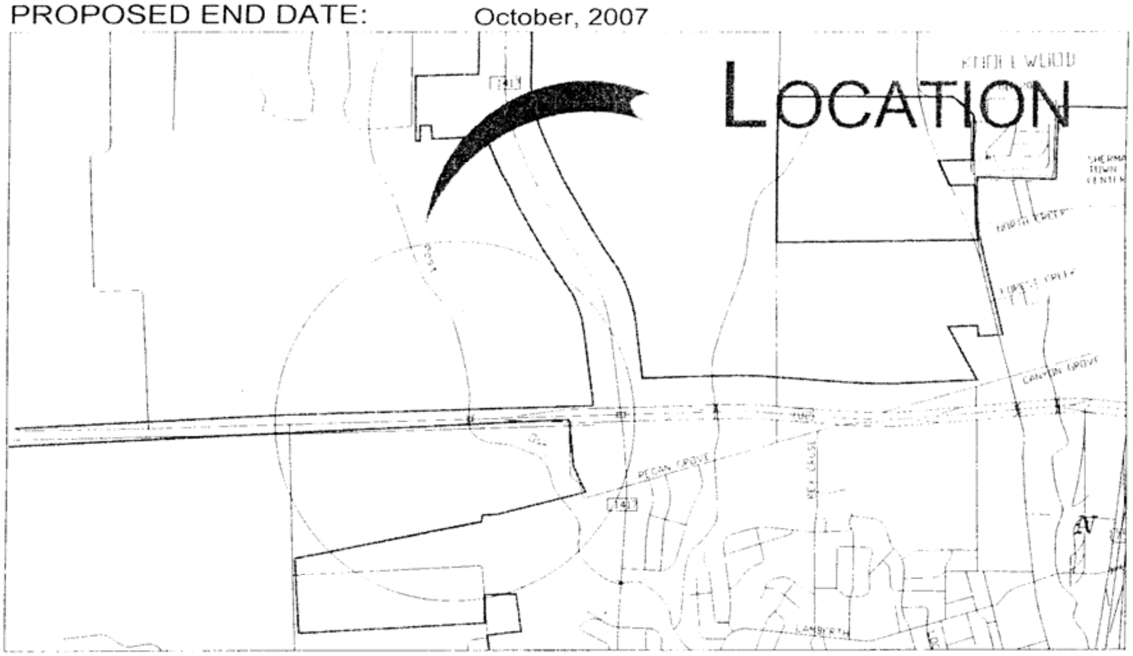
BY: ______________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

BID TABULATION
GREATER TEXOMA UTILITY AUTHORITY
CONSTRUCTION OF US HIGHWAY 82 WATERLINE
FOR THE CITY OF SHERMAN, TEXAS
BID OPENING: MARCH 27, 2007

Contractor	Base Bid	Addendum #2 Alternate	Total with Alternate
Howard Construction PO Box 1685 Ardmore, OK 73402	$185,869.00	---	$185,869.00
Cook Excavation 10633 John W. Elliot Frisco, TX 75034	$194,654.00	$ 10,000.00	$204,654.00
Bill Hazelwood, Inc. PO Box 966 Sherman, TX 75091	$210,372.40	$ 9,800.00	$220,172.40
Dickerson Construction PO Box 181 Celina, TX 75009	$224,191.00	$ 7,500.00	$231,691.00
Wilson Contractor 107 Bell Ave. Ste. 3 Denton, TX 76201	$238,022.50	---	$238,022.50
Lynn Vessels Const. PO Box 1212 Sherman, TX 75091	$188,389.70	$ 65,000.00	$253,389.70
Whitewater Const. 6640 Old Mexia Rd. Waco, TX 76705	$302,246.00	$352,246.00	$654,492.00

PROJECT YEAR: 2006-2007

PROJECT NAME:	U. S. Hwy. 82 West Main Extension Phase 1
DESCRIPTION:	Construct water main along U. S. Hwy. 82 west of F. M. 1417
ESTIMATED COST:	$325,000
ESTIMATED O&M COST:	Not Applicable
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Provide water servie to western portion of City to facilitate development.
DEPARTMENT/DIRECTOR:	Utility Services, Mark Gibson
PROPOSED START DATE:	May, 2006
PROPOSED END DATE:	October, 2007



SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. C.5

**** RESOLUTION NO. 4997***

Awarding a Bid to Sam Pack's Five Star Ford through the Texas Building and Procurement Commission (TBPC) Government Contract for the Purchase of Five 2007 Ford Crown Victoria Police Interceptor Vehicles

Issue
To consider the acceptance of Sam Pack's Five Star Ford bid, based on the Texas Building and Procurement Commission (TBPC) government contract, as the supplier for five 2007 Ford Crown Victoria Police Interceptor vehicles

Background
At the February 20, 2007 meeting, the Sherman City Council authorized the request to advertise and solicitation of bids for five police patrol vehicles. The bidding process was implemented, with appropriate notification being made. The following bids for five 2007 Ford Crown Victoria Police Interceptors were received:

- Sam Pack's Five Star Ford (TBPC): $20,591.00 (per vehicle)
  $102,955.00 (total)
- Bob Utter Ford: $23,104.45 (per vehicle)
  $115,527.25 (total)
- Philpott Ford Motor Company: $24,761.30 (per vehicle)
  (H-GAC state contract) $123,806.50 (total)

Origination
Police Department

Financial Consideration
The budgeted amount for this purchase is $21,500.00 per vehicle, for a total of $107,500.00 for all five.

Staff Recommendation
It is recommended that the City Council accept Sam Pack's Five Star Ford (TBPC) quote.

Alternatives
No reasonable alternatives exist at this time.

Attachments
Resolution No. 4997
General Services Commission Agreement (now TBPC)
Sam Pack's Quotation

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 4997

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO SAM PACK'S FIVE STAR FORD THROUGH THE TEXAS BUILDING AND PROCUREMENT COMMISSION (TBPC) GOVERNMENT CONTRACT FOR THE PURCHASE OF FIVE 2007 FORD CROWN VICTORIA POLICE INTERCEPTOR VEHICLES; 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 Sam Pack's Five Star Ford is hereby awarded a bid for the purchase of five 2007 Ford Crown Victoria Police Interceptor Vehicles for the total purchase price of One Hundred Two thousand Nine hundred Fifty-Five Dollars ($102,955.00). Budgeted funds are available for this purchase. If applicable, any agreements or contracts related to this transaction must be reviewed and approved by the City Attorney.

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

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

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
DOREEN E. MCGOOKEY,
CITY ATTORNEY

General Services Commission
1711 San Jacinto P.O. Box 13047
Austin, Texas 78711-3047
Web site: www.gsc.state.tx.us

RE: State of Texas Cooperative Purchasing Program

Thank you for your interest in the Cooperative Purchasing Program. Created by legislation in 1979, the GSC Cooperative Purchasing Program offers political subdivisions a unique opportunity to purchase products from state automated and non-automated term contracts and the Catalogue Purchasing Program. Members benefit from the state's volume purchasing power, and save time by avoiding the bid process, since GSC term contracts are competitively bid. Cooperative Purchasing Program members have the support of three CPP staff members as well as access to 17 GSC purchasers.

Sections 271.081-271.083 Local Government Code, V. T. C. A., Section 2155.202 and 2175.001(1) of the Texas Government Code, Title 10, Subtitle D, provide the legal authority for local governments, MHMR community centers, and assistance organizations to participate in the State of Texas Cooperative Purchasing Program. These sections define local government to mean a county, municipality, special district, school district, junior college district, rural fire prevention district, volunteer fire department, or other legally constituted political subdivision of the state (hereinafter referred to as qualified entity). Community centers for mental health and mental retardation services must receive state grants-in-aid under provisions of Article 4 of the Texas Mental Health and Mental Retardation Act (Article 5547-204). *Assistance organizations* which are *non-profit* and provide educational, health, or human services or provide assistance to homeless individuals, that *receive any state funds* may purchase goods and services through the General Services Commission.

Participation in the Cooperative Purchasing Program is strictly voluntary. A local government, MHMR community center, or assistance organization may join the CPP by filing with the GSC a resolution adopted by the governing body of the qualified entity. The resolution must state that the qualified entity will: 1) designate one or two individuals as authorized to sign requisitions; 2) participate in the program and pay participation fees established by the commission; 3) be responsible for direct payment to vendors and 4) be responsible for ensuring the vendor's compliance with contract delivery and quality standards.

Membership in the CPP requires an annual non-refundable subscription fee. Once the completed resolution, required documentation for proof of eligibility in the CPP, and subscription fees have been received, GSC will forward a Cooperative Purchasing Program Instruction Manual, a complete set of term contracts on microfiche, and a packet of order forms. Paper copies of the monthly term contract books are available for an additional annual fee.

Requisitions for Automated Term Contract items must be processed through the GSC using a CPP Requisition form. Items purchased from Non-Automated Term Contracts and through the Catalogue Purchase Procedure are ordered directly from the vendor by the CPP member. However, Non-Automated orders require a copy of the order be provided to the GSC.

A cooperative purchasing partnership between qualified entities and the state can be advantageous to all concerned, but ırticularly beneficial to the taxpayer and the governmental entity. If you have any questions or need more information, ɹlease feel free to call a member of the CPP staff at 512/463-3368.

Post-it® Fax Note 7671	Date 2/4	# of pages ▸ 6
To Mary Ann Winkle	From Susan	
Co./Dept. City / Sherman	Co. GSC	
Phone # 903 892-7285	Phone #	
Fax # 892-7394	Fax #	

General Services Commission
1711 San Jacinto - P.O. Box 13047
Austin, Texas 78711-3047
Web Site: www.gsc.state.tx.us
(512) 463-3035

March 25, 1999

Giles Brown, Director of Finance
City of Sherman
PO Box 1106
Sherman Tx 75091-1106

Dear Mr. Brown:

The processing for your participation in our Cooperative Purchasing Program (GSC Co-Op) has been finalized, activating your membership through **March 18, 2000**. We have enclosed the following for your information: (renewed annually)

- Your **Account Number: M0913**
- The **Purchasing Instruction Manual.**
- A small amount of forms which may be copied by you.

You may access all state term contracts and other information on the Internet through the General Services Commission's home page, ***www.gsc.state.tx.us***. If you requested additional publications, you will begin receiving them within 4-6 weeks.

The GSC Co-Op Team, Jessica Costilla and Susan Steele, wishes to ensure that your membership meets all expectations. For further assistance, contact us at 512/463-3368.

Sincerely,

Chuck Boorman
GSC Co-Op
Program Manager

Enclosures

Sam Pack's Five Star Ford

Takin' Care of Business

1635 IH 35E
Carrollton, Texas 75006
Phone (214) 837-3054 Fax (972) 245-5278

Quotation

DATE March 29, 2007
Quotation # 07-614
Customer ID

Bill To:
City of Sherman
Kay Smith 048
Sherman Texas

Quotation valid until April 2, 2007
Prepared by Alan J Rosner

Comments or special instructions:
Price based on State of Texas contract - Price includes delivery

Description	AMOUNT
2007 Ford Crown Victoria Police Interceptor	$19,386.00
Power Driver Seat	$470.00
Trunk organizer No Charge	$0.00
Front Body side moldings (installed)	$65.00
ABS Brakes	$0.00
Heated Mirrors	$168.00
Keyed Alike	$40.00
Side Airbag Delete (Optional)	($261.00)
Spot Light	$159.00
Floor Mats	$69.00
Radio Supression	$101.00
Repair Manuals	$108.00
Prewired overhead lights	$195.00
Radio Pre-wire	$36.00
Delivery & Misc Fees	$0.00
Floor Plan Interest	$0.00
Insurance	$0.00
Shop and Parts manual - 1 Set - Divided between 5 vehicles	$55.00
TOTAL	$20,591.00

If you have any questions concerning this quotation, contact Alan J Rosner - 214-837-3054
alanrosner@spford.com

THANK YOU FOR YOUR BUSINESS!

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. C.6

**** RESOLUTION NO. 4998***

Authorizing an Amendment to Exhibit "C" of the Development Agreement (The Future Cost Installation Agreement) with Homes by Lakeland, Ltd., for the Future Improvement of Rex Cruise Drive at Sleepy Hollow Addition

Issue

To authorize an amendment to Exhibit "C" of the Development Agreement (The Future Installation Cost Agreement) with Homes by Lakeland, Ltd. for the future improvement of Rex Cruise Drive at Sleepy Hollow Addition

Background

Homes by Lakeland, Ltd. proposes to construct Sleepy Hollow Addition on the west side of Rex Cruse Drive, which includes an 8" sanitary sewer and storm water detention. The developer has requested that the City revise the previously signed agreement to reduce the funds that will be held for the potential future improvement of Rex Cruise Drive at Sleepy Hollow Addition. The Future Installation Cost Agreement has been revised downward to reflect the cost of constructing the west half (15'-6") of Rex Cruise Drive along the frontage of Sleepy Hollow Addition in asphalt instead of concrete. This will reduce the future development cost from $64,885.80 to $43,500.00.

Origination

Department of Public Works & Engineering

Financial Consideration

There is no financial impact to this agenda item.

Staff Recommendation

Staff recommends approval of the Amendment to Exhibit "C" of the Development Agreement, which requires funds be submitted to the City of Sherman in the amount of $43,500.00, rather than $64,885.80.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 4998
Amendment to Exhibit "C"
Location Map

Prepared by:
Jeffrey Miller, Public Works & Engineering Director

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 4998

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING AN AMENDMENT TO EXHIBIT "C" OF THE DEVELOPMENT AGREEMENT (THE FUTURE COST INSTALLATION AGREEMENT) WITH HOMES BY LAKELAND, LTD.; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Acting City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute the Amendment to Exhibit "C" of the Development Agreement (The Future Cost Installation Agreement) between the City of Sherman and Homes by Lakeland, Ltd., for the future improvement of Rex Cruise Drive as part of the construction of the Sleepy Hollow Addition to the City of Sherman, Grayson County, Texas in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
DOREEN E. MCGOOKEY
CITY ATTORNEY

AMENDMENT TO EXHIBIT "C" OF THE DEVELOPMENT AMENDMENT (THE FUTURE COST INSTALLATION AGREEMENT) BETWEEN THE CIY OF SHERMAN AND HOMES BY LAKELAND, LTD.

THIS AMENDMENT is to Exhibit "C" of the Development Agreement (The Future Cost Installation Agreement) between the City of Sherman and Homes by Lakeland, Ltd. (hereinafter "Original Agreement") that was entered into on November 6, 2006. The parties to the Original Agreement, Homes by Lakeland, Ltd. ("Developer") and the City of Sherman, Texas ("City") hereby agree to amend the Original Agreement as follows:

WHEREAS, Developer and the City entered into the Original Agreement

WHEREAS, the parties hereto wish to amend the Original Agreement;

THEREFORE, for and in consideration of the mutual promises, covenants, warranties and representations herein, the parties hereto agree to amend certain portions of certain paragraphs and exhibits as follows:

Paragraph 1 to Exhibit "C" to the Original Agreement (the Future Cost Installation Agreement) is hereby amended as follows:

1. The Funds. Concurrently with the execution and delivery of this Agreement, the Developer will deliver the following amount: ~~$64, 885.80~~ $43,500.00, being herein referred to as the "Funds," and direct that the same be held and used by the City as herein provided. If any security other than cash is paid to the City to cover the cost of future street improvements, the security shall contain a provision for increasing the amount of the security at a rate of four (4%) percent per annum. Any funds that are cash may be held in an interest bearing account.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in duplicate this _______ day of ______ 2007, with an original to each party.

HOMES BY LAKELAND, LTD.

BY: ____________________
Jim Hidalgo
President

CITY OF SHERMAN, TEXAS

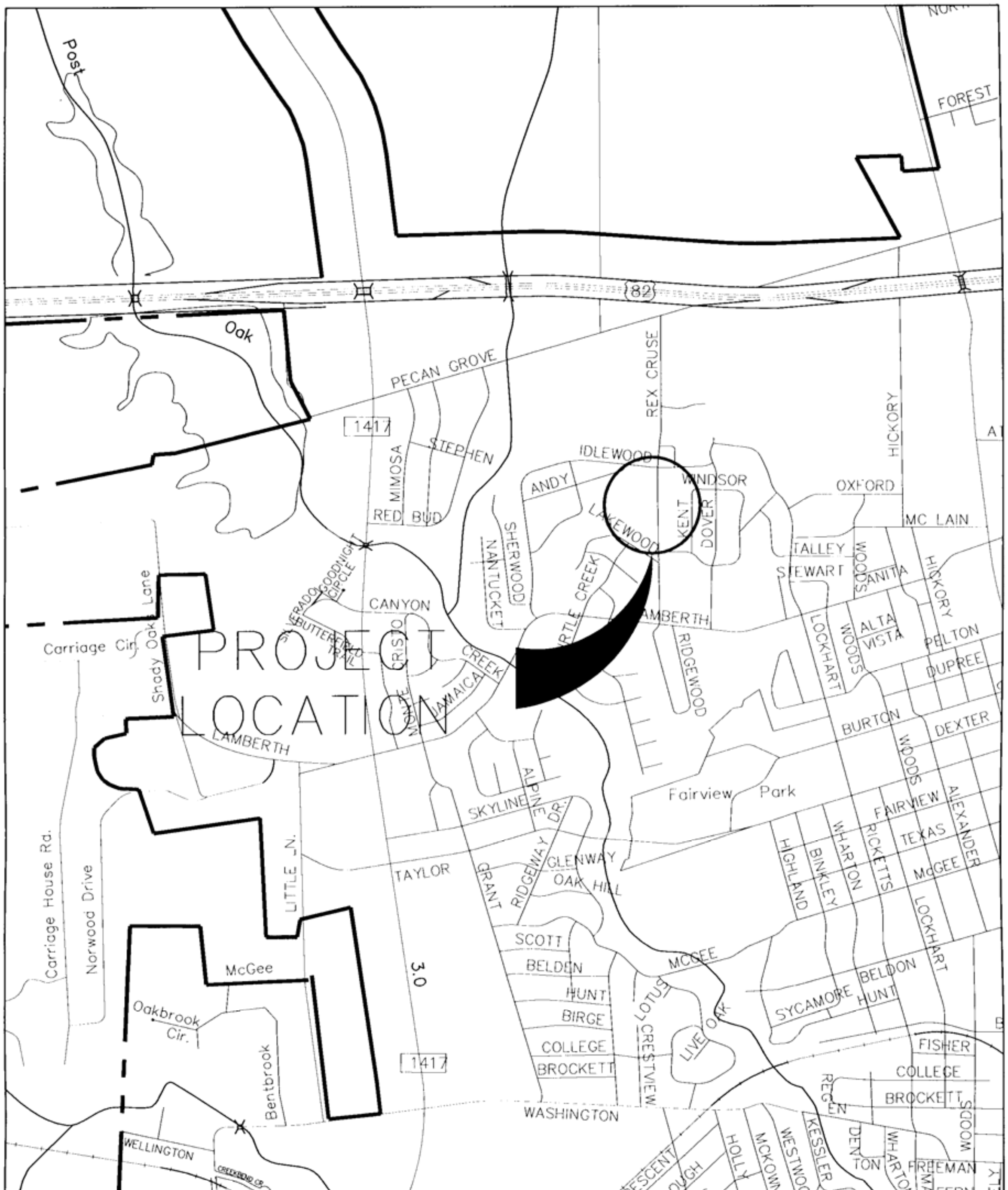
BY:__________________________
George Olson
Acting City Manager

ATTEST:

____
LINDA ASHBY,
CITY CLERK

APPROVED:

____
DOREEN E. MCGOOKEY
City Attorney



SLEEPY HOLLOW ADDITION

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. C.7

RESOLUTION NO. 4999

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 700 East Sycamore Street

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 700 East Sycamore Street.

Background

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

Origination

Barton Capital, LTD., Applicant

Financial Consideration

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately $302.00 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. 4999
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Robby Hefton, Director of Administration

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 4999

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 700 EAST SYCAMORE STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Acting City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, Ltd., and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Barton Capital, Ltd. for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 700 East Sycamore Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

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

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

SCHEDULE OF TAXES ASSESSED

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

II.

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

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

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

III.

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

IV.

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

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

Being Lot 1, Block 1 of the Cupids Corner Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 700 East Sycamore Street.

V.

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31^{st}. 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 injure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

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

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

CITY:
CITY OF SHERMAN, TEXAS

BY: ______________________

GEORGE OLSON

ACTING CITY MANAGER

OWNER:
BARTON CAPITAL, LTD.

BY: ______________________

NAME: Ron Barton

TITLE: Pres

(CORPORATE SEAL)

ATTEST:

BY: ______________________

LINDA ASHBY

CITY CLERK

ATTEST:

BY: ______________________

NAME: Ron Barton

TITLE: Pres

APPROVED AS TO FORM AND CONTENT:

____

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

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

Telephone Number: 903 - 868 - 4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 700 E. SYCAMORE

Summary Legal Description: Lot: 1 Block: 1 Addition: Cupids Corner

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

Improvements:

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

Estimated Value of Improvements: $75,500

Estimated Date of Start of Construction: 3-21-07

Estimated Date of Completion of Project: 5-21-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): [signature] Date: 3-21-07

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER 168
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME: 700 E. SYCAMORE

SUBDIVISION OR SURVEY: CUPIDS CORNER

LOT: 1 BLOCK: 1 CENSUS TRACT:

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

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1. ☑ NEW BUILDING
2. ☐ ALTERATION
3. ☐ REPAIR, Replacement
4. ☐ MOVING (relocation)
5. ☐ FOUNDATION ONLY

B. OWNERSHIP
1. ☑ PRIVATE (Individual, corporation, non profit institution, etc.)
2. ☐ PUBLIC (Federal, state, or local government)

C. COST $ 75,500
D. FEE 25.00
Sq. Ft. Main Bldg. 1395
Accs. Bldg.

DESCRIPTION OF REPAIRS:
Construct single family residence
Electrical - Barry Beste
HVAC - Markl + Son
Plumbing - Red River Plumbing

#25 Stormwater

III BUILDING SPECS.

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

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

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

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

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

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

K. DIMENSIONS
Number of Stories 1
TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 1395
TOTAL LAND AREA SQ. FT. 14704

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

M. RESIDENTIAL BLDG. ONLY
No. of Bedrooms 3
No. of Bathrooms Full 2 Partial 0

IV IDENTIFICATION

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

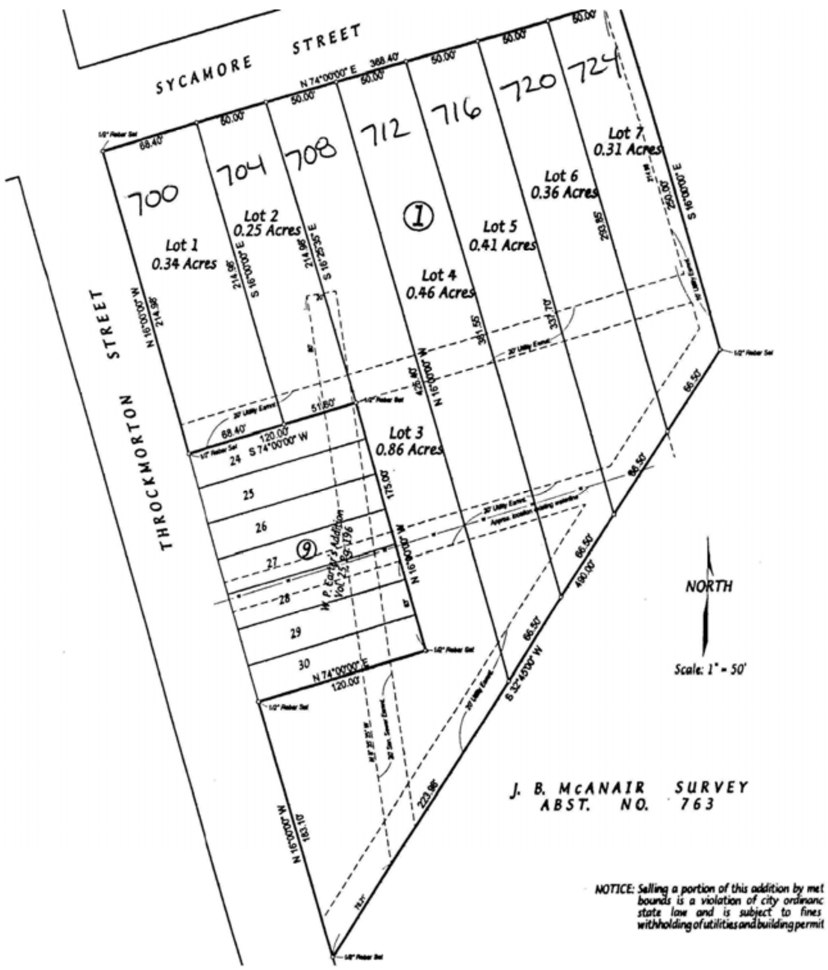
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman

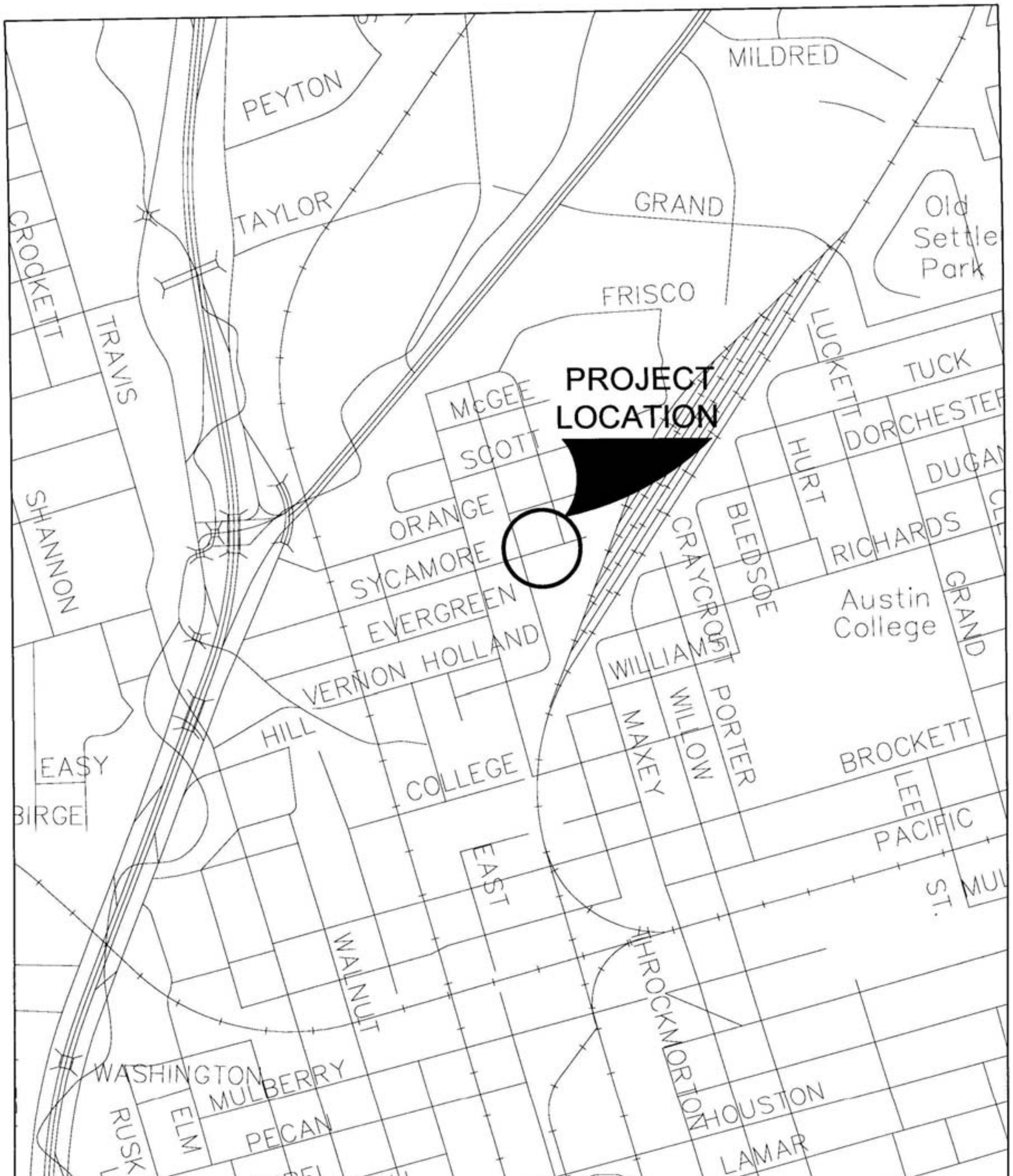
SIGNATURE OF APPLICANT: [signature]
ADDRESS: 715 S. Hwy 75
DATE: 3-23-07

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED ______ 20 ____ DENIED ______ 20 ____ BUILDING OFFICIAL SIGNATURE

127-015-88 White - File Pink - Owners Application Yellow - Tax Office Green - File


SYCAMORE STREET
THROCKMORTON STREET
N 74°00'00" E 368.40'
700
704
708
712
716
720
724
Lot 1
0.34 Acres
Lot 2
0.25 Acres
Lot 3
0.86 Acres
Lot 4
0.46 Acres
Lot 5
0.41 Acres
Lot 6
0.36 Acres
Lot 7
0.31 Acres
1
9
24
25
26
27
28
29
30
S 74°00'00" W
N 74°00'00" E
120.00'
S 32°45'00" W
N 16°00'00" W
S 16°00'00" E
NORTH
Scale: 1" = 50'
J. B. McANAIR SURVEY
ABST. NO. 763
NOTICE: Selling a portion of this addition by met bounds is a violation of city ordinanc state law and is subject to fines withholding of utilities and building permit



City of Sherman, Texas

700 EAST SYCAMORE

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. C.8

RESOLUTION NO. 5000
Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 724 East Sycamore Street

Issue
This item is to consider property tax abatement for the construction of a new single-family residence at 724 East Sycamore Street.

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

Origination
Barton Capital, LTD., Applicant

Financial Consideration
A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately $285.00 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. 5000
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Robby Hefton, Director of Administration

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 5000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 724 EAST SYCAMORE STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Acting City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, Ltd., and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Barton Capital, Ltd. for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 724 East Sycamore Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

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

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

SCHEDULE OF TAXES ASSESSED

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

II.

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

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

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

III.

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

IV.

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

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

Being Lot 7, Block 1 of the Cupids Corner Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 724 East Sycamore Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

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

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

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

CITY:
CITY OF SHERMAN, TEXAS

BY: ______________________

GEORGE OLSON

ACTING CITY MANAGER

OWNER:
BARTON CAPITAL, LTD.

BY: ______________________

NAME: RON BARTON

TITLE: PRES

(CORPORATE SEAL)

ATTEST:

BY: ______________________

LINDA ASHBY

CITY CLERK

ATTEST:

BY: ______________________

NAME: RON BARTON

TITLE: PRES

APPROVED AS TO FORM
AND CONTENT:

____

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

GAP

Name: BARTON CAPITAL

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

Telephone Number: 903 - 868 - 4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 724 E. SYCAMORE

Summary Legal Description: Lot: 7 Block: 1 Addition: Cupids Corner

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

Improvements:

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

Estimated Value of Improvements: $71,290.00

Estimated Date of Start of Construction: 3-21-07

Estimated Date of Completion of Project: 5-21-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): [signature] Date: ______

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER 169
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME: 724 E. SYCAMORE
SUBDIVISION OR SURVEY: CUPIDS CORNER
LOT: 7 | BLOCK: 1 | CENSUS TRACT:
TIME TO COMPLETE 180 DAYS
E. ZONING
FLOOD ZONE
FIRE ZONE
BASE FLOOD ELE.
PLANS
1ST FLOOR ELE.

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1. ☑ NEW BUILDING
2. ☐ ALTERATION
3. ☐ REPAIR, Replacement
4. ☐ MOVING (relocation)
5. ☐ FOUNDATION ONLY

B. OWNERSHIP
1. ☑ PRIVATE (Individual, corporation, non profit institution, etc.)
2. ☐ PUBLIC (Federal, state, or local government)

C. COST $ 71290.00
D. FEE 25.00
Sq. Ft. Main Bldg. 1480
Accs. Bldg.

DESCRIPTION OF REPAIRS:
Construct single family residence
Electrical - Barry Beste
HVAC - Markl & Son
Plumbing - Red River Plumbing
#25 Stormwater

III BUILDING SPECS.

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

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

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

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

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

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

K. DIMENSIONS
Number of Stories 1
TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 1480
TOTAL LAND AREA SQ. FT. 13000

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

M. RESIDENTIAL BLDG. ONLY
No. of Bedrooms 3
No. of Bathrooms: Full 2, Partial 0

IV IDENTIFICATION

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

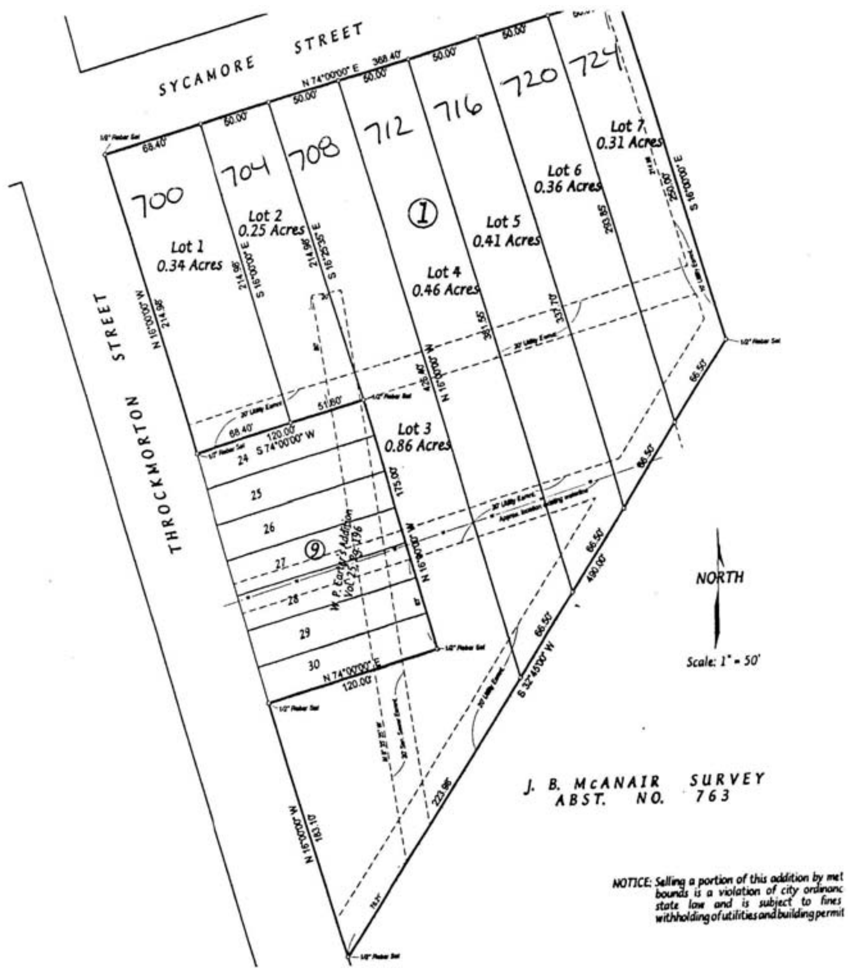
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman

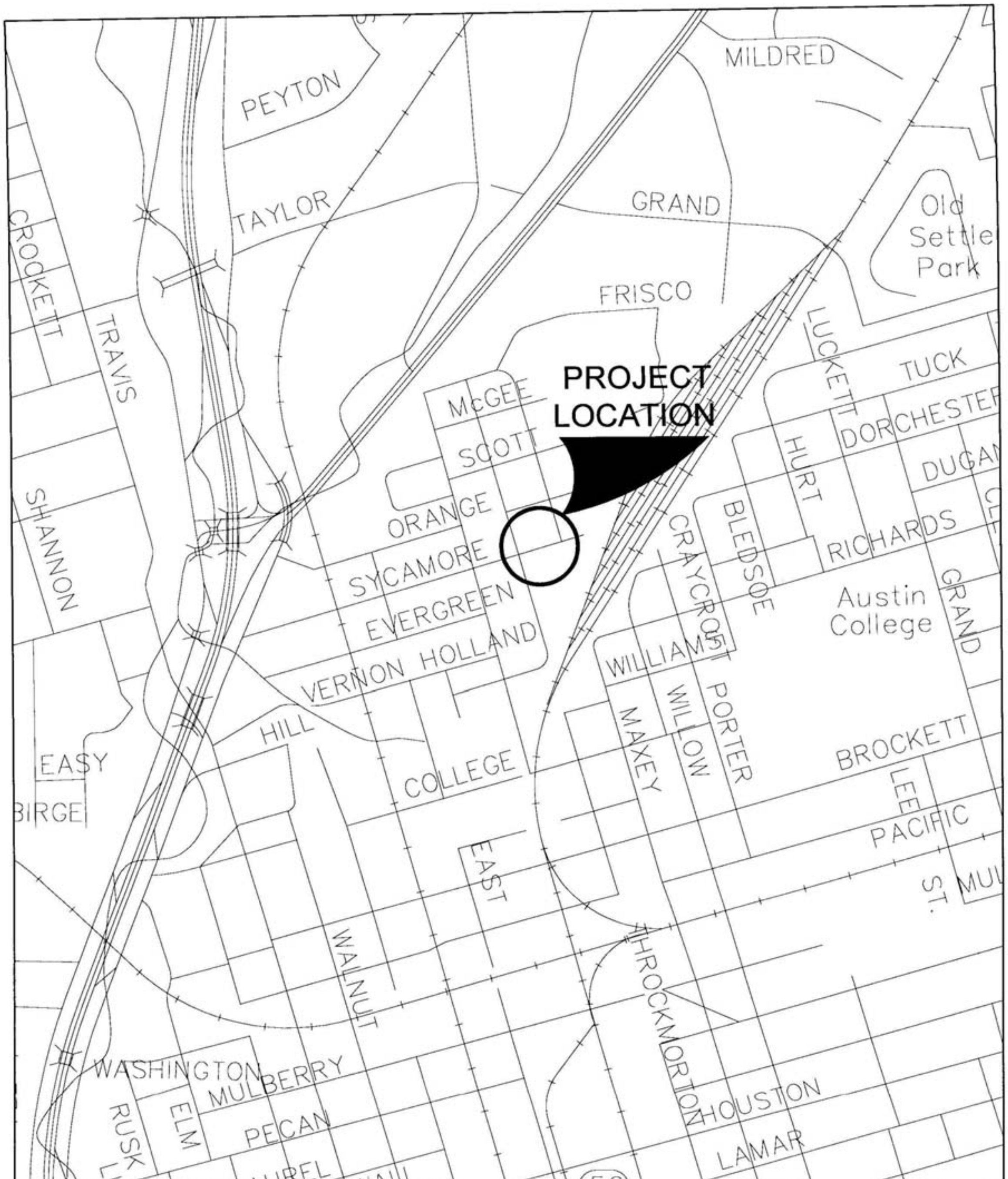
SIGNATURE OF APPLICANT: [signature]
ADDRESS: 715 S. Hwy 75
DATE: 3-23-07

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED ________ 20 ____ DENIED ________ 20 ____ BUILDING OFFICIAL SIGNATURE

127-015-88 White - File Pink - Owners Application Yellow - Tax Office Green - File


SYCAMORE STREET
THROCKMORTON STREET
700
704
708
712
716
720
724
Lot 1
0.34 Acres
Lot 2
0.25 Acres
Lot 3
0.86 Acres
Lot 4
0.46 Acres
Lot 5
0.41 Acres
Lot 6
0.36 Acres
Lot 7
0.31 Acres
1
9
N 74°00'00" E 368.40'
S 74°00'00" W
N 74°00'00" E
N 16°00'00" W
S 16°00'00" E
S 32°45'00" W
24
25
26
27
28
29
30
NORTH
Scale: 1" = 50'
J. B. McANAIR SURVEY
ABST. NO. 763
NOTICE: Selling a portion of this addition by met bounds is a violation of city ordinanc state law and is subject to fines withholding of utilities and building permit



City of Sherman, Texas

700 EAST SYCAMORE

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. C.9

RESOLUTION NO. 5001
Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 507 South Hazelwood Street

Issue
This item is to consider property tax abatement for the construction of a new single-family residence at 507 South Hazelwood Street.

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

Origination
Barton Capital, LTD., Applicant

Financial Consideration
A $75.00 application fee has been received for the residential lot. If granted, the initial abatement for the lot will be approximately $251.00 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. 5001
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Robby Hefton, Director of Administration

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 5001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 507 SOUTH HAZELWOOD STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, LTD., and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Barton Capital, LTD. for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 507 South Hazelwood Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

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

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

SCHEDULE OF TAXES ASSESSED

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

II.

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

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

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

III.

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

IV.

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

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

Being Lot 5, Block 5 of the Hazelwood and Vaden Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 507 South Hazelwood 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 injure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

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

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

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

CITY:
CITY OF SHERMAN, TEXAS

BY: ______________________

GEORGE OLSON
ACTING CITY MANAGER

OWNER:
BARTON CAPITAL, LTD.

BY: Ron Barton
NAME: Ron BARTON
TITLE: Pres

(CORPORATE SEAL)

ATTEST:

BY: ______________________

LINDA ASHBY
CITY CLERK

ATTEST:

BY: Ron Barton
NAME: Ron BARTON
TITLE: Pres

APPROVED AS TO FORM
AND CONTENT:

____
DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner: GAP

Name: ~~Cupid Investments~~ BARTON CAPITAL

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

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 507 S. HAZELWOOD

Summary Legal Description: Lot: 5 Block: 5 Addition: VADEN'S ADD.

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

Improvements:

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

Estimated Value of Improvements: 62,800

Estimated Date of Start of Construction: 3-28-07

Estimated Date of Completion of Project: 5-28-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): [signature] Date: 3-28-07

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER 181
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME	SUBDIVISION OR SURVEY	LOT	BLOCK	CENSUS TRACT
507 S. HAZELWOOD	VADEN'S ADD.	5	5	

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

BASE FLOOD ELE. ______ FIRE ZONE ______

1ST FLOOR ELE. ______ PLANS ______

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1. [X] NEW BUILDING
2. [ ] ALTERATION
3. [ ] REPAIR, Replacement
4. [ ] MOVING (relocation)
5. [ ] FOUNDATION ONLY

B. OWNERSHIP
1. [X] PRIVATE (Individual, corporation, non profit institution, etc.)
2. [ ] PUBLIC (Federal, state, or local government)

C. COST $ 62,800

D. FEE 25.00

Sq. Ft. Main Bldg. 1390 / Accs. Bldg. ______

DESCRIPTION OF REPAIRS:
NEW HOME CONSTRUCTION

BESTE ElECTRIC 903-564-6853

MARKYL & SONS 903-893-3060

RED RIVER PLUMBING 903-821-5715

#25 Stormwater

III BUILDING SPECS.

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

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

H. TYPE OF SEWAGE DISPOSAL
- [X] PUBLIC OR PRIVATE CO.
- [ ] INDIVIDUAL (Septic tank, etc.

I. TYPE OF WATER SUPPLY
- [X] PUBLIC OR PRIVATE CO.
- [ ] INDIVIDUAL (well, cistern)

K. DIMENSIONS
Number of Stories 1
TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 1390
TOTAL LAND AREA SQ. FT. 6900

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

G. Principal Type of Heating Fuel
- [ ] GAS [ ] OIL
- [X] ELECTRICITY [ ] COAL
- [ ] OTHER ______

J. ADDITIONAL INFO
RESIDENTIAL TAX ABATEMENT [X] YES [ ] NO
WILL THERE BE AN ELEVATOR? [ ] YES [X] NO

M. RESIDENTIAL BLDG. ONLY
No. of Bedrooms 3
No. of Bathrooms: Full 2, Partial ______

IV IDENTIFICATION

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

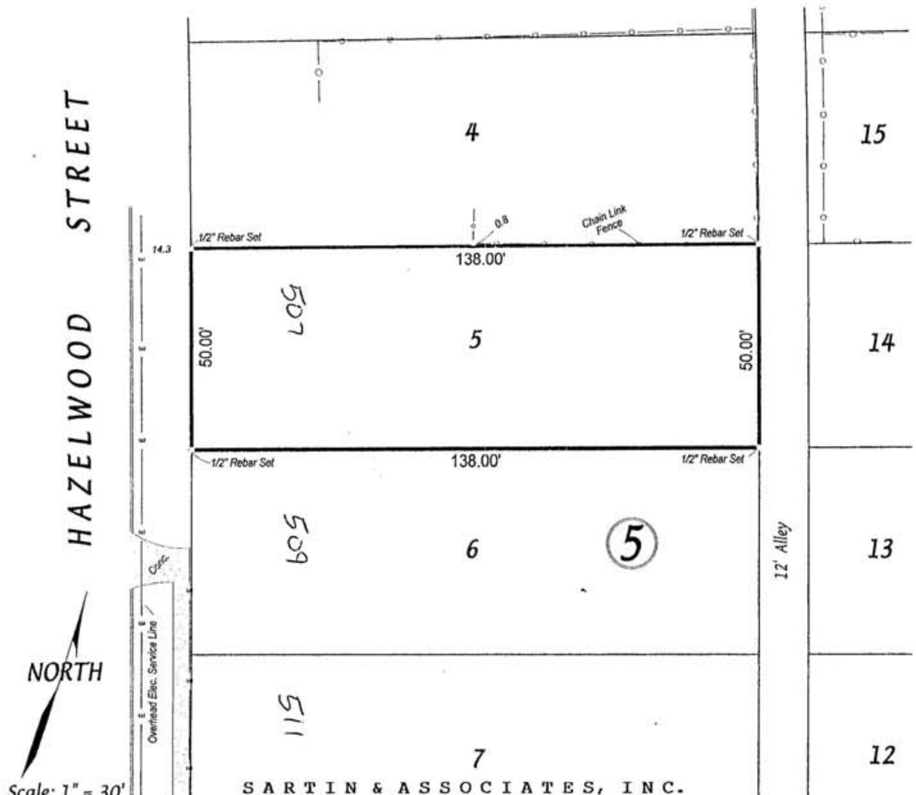
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman

SIGNATURE OF APPLICANT ______ ADDRESS 715 S. HWY 75 SHERMAN DATE 3-28-07

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED ______ 20 ______ DENIED ______ 20 ______ BUILDING OFFICIAL SIGNATURE ______

127-015-88 White - File Canary - Owners Application Pink - Tax Office Gold - File



S A R T I N & A S S O C I A T E S, I N C.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: BARTON CAPITAL, LTD.

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 4 th day of December, 2006 of the following described property:

Lot FIVE (5) in Block FIVE (5) of HAZELWOOD and VADEN'S ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 103, Page 74, Deed Records, Grayson County, Texas.

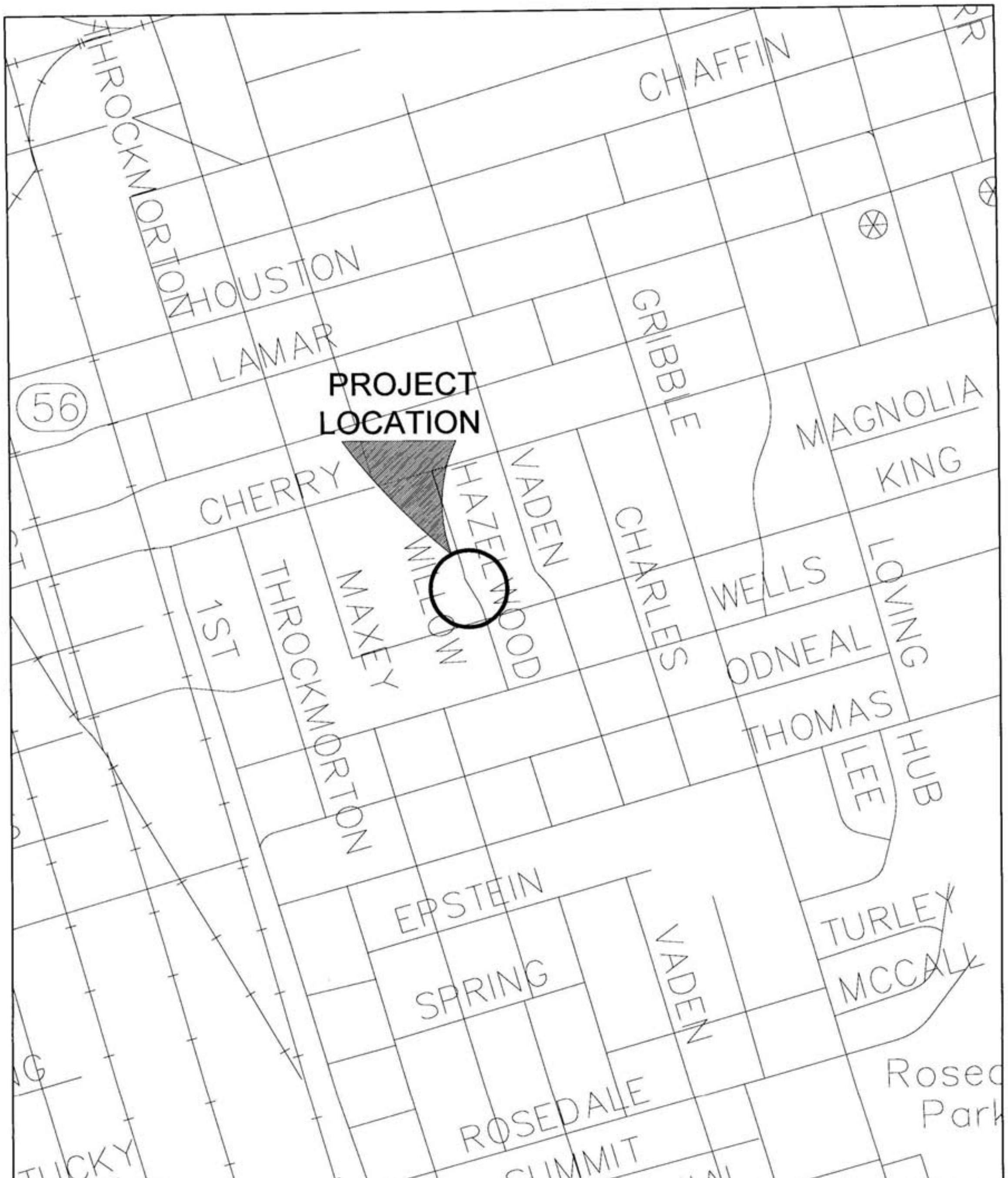
That the improvements located on said property are known as **507 S. HAZELWOOD STREET, SHERMAN, TEXAS** and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

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

STATE OF TEXAS
REGISTERED
MARSHALL SARTIN
3694
PROFESSIONAL
LAND SURVEYOR

511HZL-C.pcs



City of Sherman, Texas

500 BLOCK SOUTH HAZELWOOD

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. C.10

RESOLUTION NO. 5002
Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 509 South Hazelwood Street

Issue
This item is to consider property tax abatement for the construction of a new single-family residence at 509 South Hazelwood Street.

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

Origination
Barton Capital, LTD., Applicant

Financial Consideration
A $75.00 application fee has been received for the residential lot. If granted, the initial abatement for the lot will be approximately $242.00 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. 5002
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Robby Hefton, Director of Administration

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 5002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 509 SOUTH HAZELWOOD STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, LTD., and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Barton Capital, LTD. for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 509 South Hazelwood Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

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

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

SCHEDULE OF TAXES ASSESSED

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

II.

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

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

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

III.

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

IV.

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

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

Being Lot 6, Block 5 of the Hazelwood and Vaden Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 509 South Hazelwood 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 injure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

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

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

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

CITY:
CITY OF SHERMAN, TEXAS

BY: ______________________

GEORGE OLSON

ACTING CITY MANAGER

OWNER:
BARTON CAPITAL, LTD.

BY: ______________________

NAME: Ron Barton

TITLE: Pres

(CORPORATE SEAL)

ATTEST:

BY: ______________________

LINDA ASHBY

CITY CLERK

ATTEST:

BY: ______________________

NAME: Ron Barton

TITLE: Pres

APPROVED AS TO FORM AND CONTENT:

____

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

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

Telephone Number: 903 - 868 - 4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 509 S. HAZELWOOD.

Summary Legal Description: Lot: 6 Block: 5 Addition: VADENS ADD

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

Improvements:

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

Estimated Value of Improvements: 62,800

Estimated Date of Start of Construction: 3-27-07

Estimated Date of Completion of Project: 5-27-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): [signature] Date: 3-28-07

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER 179
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME	SUBDIVISION OR SURVEY	LOT	BLOCK	CENSUS TRACT
509 S. HAZELWOOD	VADENS ADD.	6	5	

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

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1 ☒ NEW BUILDING
2 ☐ ALTERATION
3 ☐ REPAIR, Replacement
4 ☐ MOVING (relocation)
5 ☐ FOUNDATION ONLY

B. OWNERSHIP
1 ☒ PRIVATE (Individual, corporation, non profit institution, etc.)
2 ☐ PUBLIC (Federal, state, or local government)

C. COST $ ~~25.00~~ 62,800
D. FEE 25.00
Sq. Ft. Main Bldg. 1390
Accs. Bldg.

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

#25 Stormwater

III BUILDING SPECS.

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

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

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

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

K. DIMENSIONS
Number of Stories 1
TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 1390
TOTAL LAND AREA SQ. FT. 6900

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

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

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

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

IV IDENTIFICATION

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

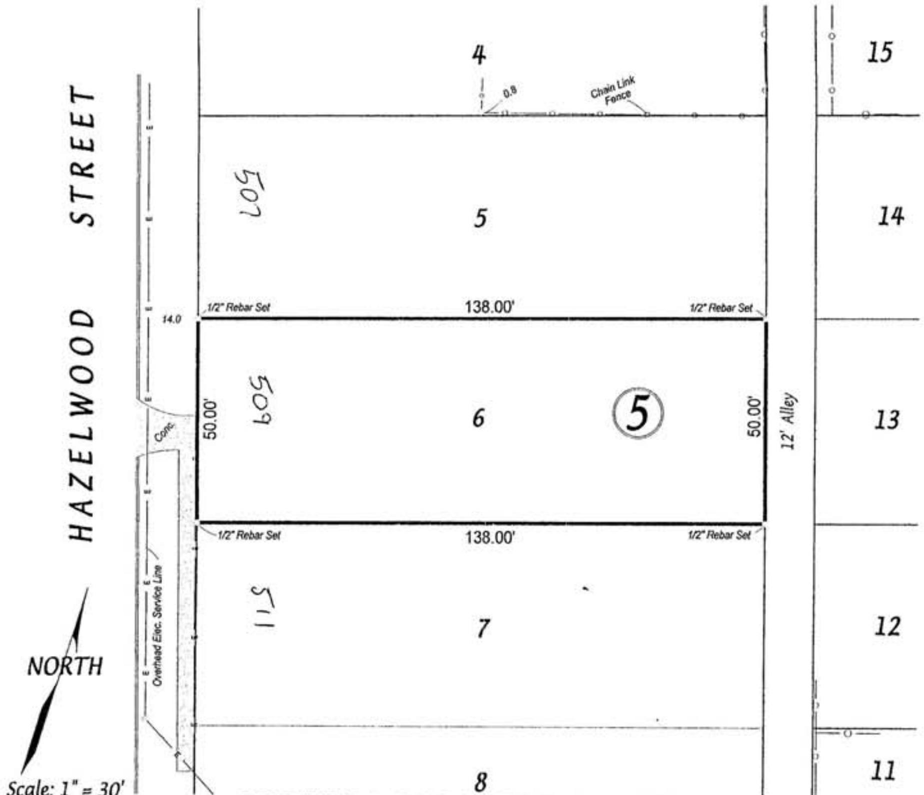
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman

[signature] 715 S. Hwy 75 SHERMAN 2-28-07
SIGNATURE OF APPLICANT ADDRESS DATE

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED ____ 20 ____ DENIED ____ 20 ____ ____
BUILDING OFFICIAL SIGNATURE

127-015-88 White - File Canary - Owners Application Pink - Tax Office Gold - File



S A R T I N & A S S O C I A T E S, I N C.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: BARTON CAPITAL, LTD.

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 4 th day of December, 2006 of the following described property:

Lot SIX (6) in Block FIVE (5) of HAZELWOOD and VADEN'S ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 103, Page 74, Deed Records, Grayson County, Texas.

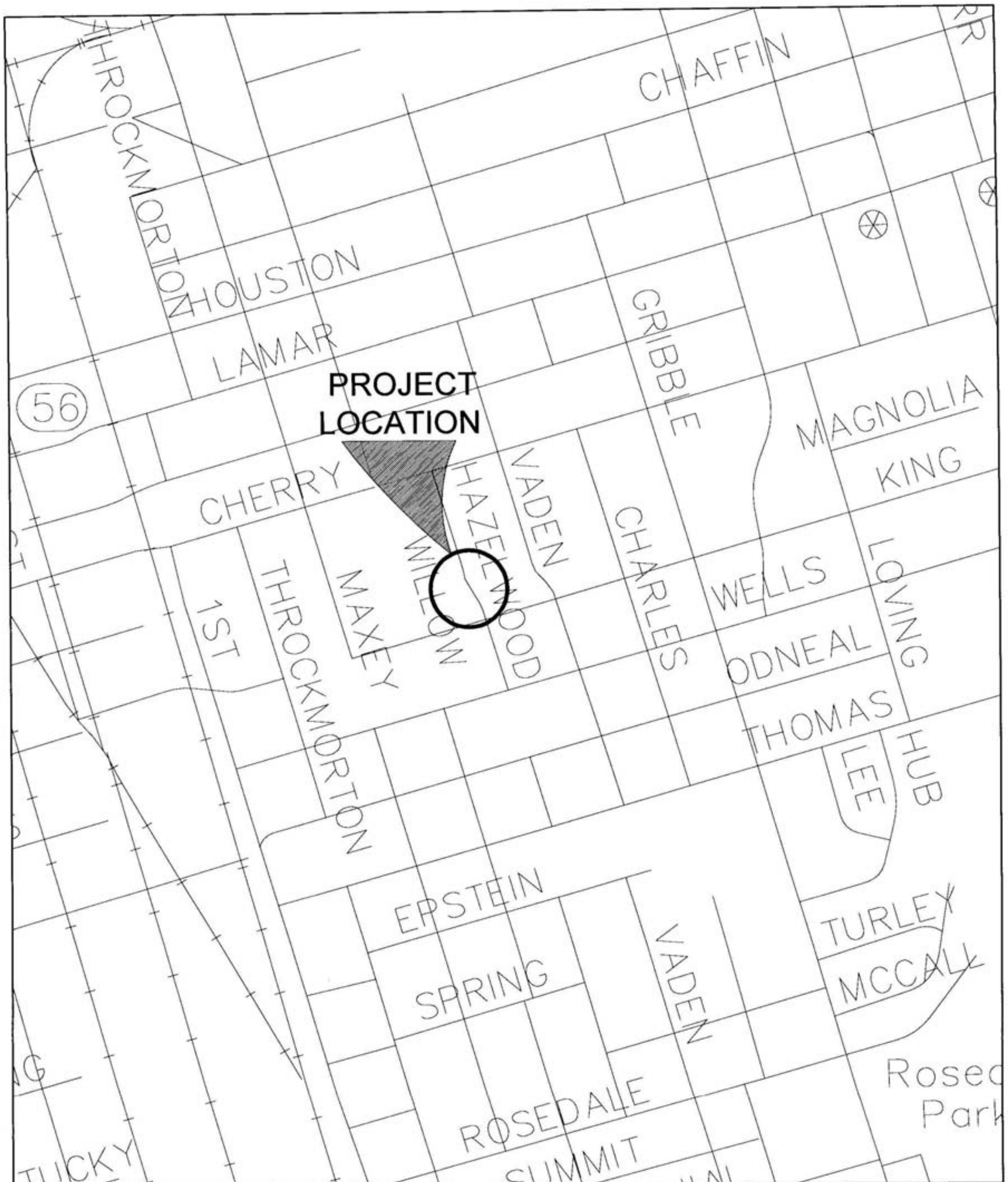
That the improvements located on said property are known as **509 S. HAZELWOOD STREET, SHERMAN, TEXAS** and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

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

STATE OF TEXAS
REGISTERED
MARSHALL SARTIN
3694
PROFESSIONAL
LAND SURVEYOR

511HZL-B.pcs



City of Sherman, Texas

500 BLOCK SOUTH HAZELWOOD

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. C.11

RESOLUTION NO. 5003

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 511 South Hazelwood Street

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 511 South Hazelwood Street.

Background

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

Origination

Barton Capital, LTD., Applicant

Financial Consideration

A $75.00 application fee has been received for the residential lot. If granted, the initial abatement for the lot will be approximately $242.00 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. 5003
Residential Tax Abatement Agreement
Application
Building Permit Application
Location Map

Prepared by:
Robby Hefton, Director of Administration

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 5003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 511 SOUTH HAZELWOOD STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, LTD., and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Barton Capital, LTD. for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 511 South Hazelwood Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

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

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

SCHEDULE OF TAXES ASSESSED

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

II.

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

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

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

III.

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

IV.

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

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

Being Lot 7 and north one-half of Lot 8, Block 5 of the Hazelwood and Vaden Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 511 South Hazelwood 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 injure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

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

VIII.

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

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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.

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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
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Sherman, Texas 75091-1106
(903) 892-7200

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

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

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

CITY: **CITY OF SHERMAN, TEXAS**	**OWNER:** **BARTON CAPITAL, LTD.**
BY: ______________________ **GEORGE OLSON** **ACTING CITY MANAGER**	**BY:** ______________________ **NAME:** Ron Barton **TITLE:** Pres
	(CORPORATE SEAL)
ATTEST:	**ATTEST:**
BY: ______________________ **LINDA ASHBY** **CITY CLERK**	**BY:** ______________________ **NAME:** Ron Barton **TITLE:** Pres

APPROVED AS TO FORM
AND CONTENT:

____
DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

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

Telephone Number: 903 - 868 - 4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 511 S. HAZELWOOD

Summary Legal Description: Lot: 7 Block: 5 Addition: VADENS ADD.

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

Improvements:

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

Estimated Value of Improvements: 69,800

Estimated Date of Start of Construction: 3-27-07

Estimated Date of Completion of Project: 5-27-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): [signature] Date: 3-28-07

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER 180
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME: 511 S. HAZELWOOD
SUBDIVISION OR SURVEY: VADENS ADD.
LOT: 7
BLOCK: 5
CENSUS TRACT:
FLOOD ZONE:
E. ZONING:
TIME TO COMPLETE: 180 DAYS
BASE FLOOD ELE.:
FIRE ZONE:
1ST FLOOR ELE.:
PLANS:

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1 ☒ NEW BUILDING
2 ☐ ALTERATION
3 ☐ REPAIR, Replacement
4 ☐ MOVING (relocation)
5 ☐ FOUNDATION ONLY

B. OWNERSHIP
1 ☒ PRIVATE (Individual, corporation, non profit institution, etc.)
2 ☐ PUBLIC (Federal, state, or local government)

C. COST $ 69,800
D. FEE 25.00
Sq. Ft. Main Bldg. 1480
Accs. Bldg.

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

III BUILDING SPECS.

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

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

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

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

K. DIMENSIONS
Number of Stories 1
TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 1480
TOTAL LAND AREA SQ. FT. 10350

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

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

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

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

IV IDENTIFICATION

	NAME	MAILING ADDRESS	PHONE
1. OWNER	~~CUPID INVESTMENTS~~	715 S. HWY 75 SHERMAN	903-868-4201
2. CONT.	BARTON CAPITAL		
3. Architect			

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

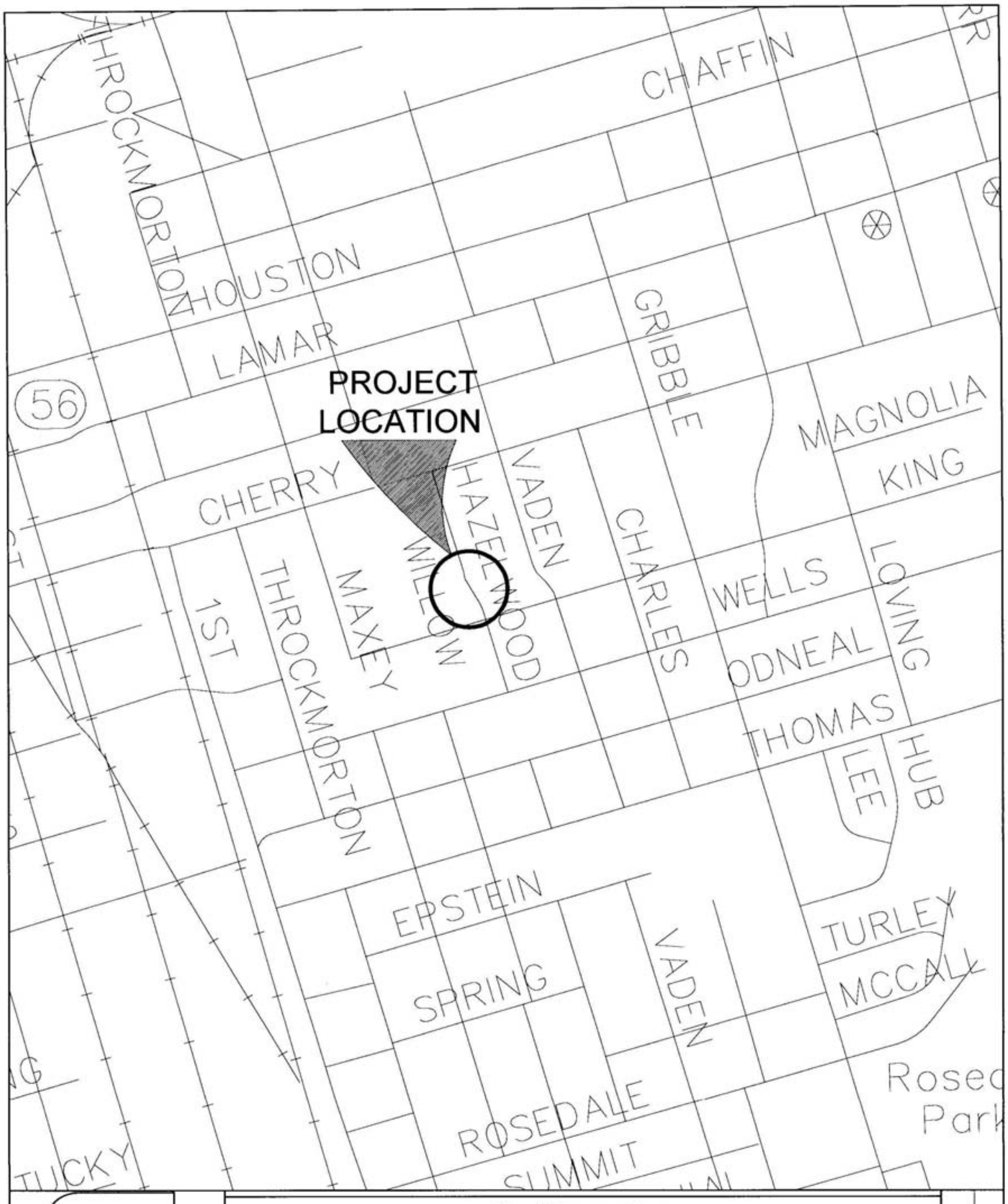
SIGNATURE OF APPLICANT: [signature]
ADDRESS: 715 S. HWY 75 SHERMAN
DATE: 3-28-07

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED ________ 20 ____ DENIED ________ 20 ____

BUILDING OFFICIAL SIGNATURE

127-015-88 White - File Canary - Owners Application Pink - Tax Office Gold - File



City of Sherman, Texas

500 BLOCK SOUTH HAZELWOOD

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. C.12

RESOLUTION NO. 5004
Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 422 South Montgomery Street

Issue
This item is to consider property tax abatement for the construction of a new single-family residence at 422 South Montgomery Street.

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

Origination
Barton Capital, LTD., Applicant

Financial Consideration
A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately $276.00 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. 5004
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Robby Hefton, Director of Administration

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 5004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 422 SOUTH MONTGOMERY STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Acting City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, Ltd., and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Barton Capital, Ltd. for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 422 South Montgomery Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

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

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

SCHEDULE OF TAXES ASSESSED

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

II.

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

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

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

III.

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

IV.

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

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

Being Lot 1, Block 1 of the Barton-Zelaya Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 422 South Montgomery Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

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

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

CITY:
CITY OF SHERMAN, TEXAS

BY: ______________________

GEORGE OLSON

ACTING CITY MANAGER

OWNER:
BARTON CAPITAL, LTD.

BY: ______________________

NAME: Ron Barton

TITLE: Pres

(CORPORATE SEAL)

ATTEST:

BY: ______________________

LINDA ASHBY

CITY CLERK

ATTEST:

BY: ______________________

NAME: Ron Barton

TITLE: Pres

APPROVED AS TO FORM
AND CONTENT:

____
DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

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

Telephone Number: 903 - 868 - 4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 422 S. MONTGOMERY

Summary Legal Description: Lot: 1 Block: 1 Addition: BARTON-

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: $68,900

Estimated Date of Start of Construction: 3-26-07

Estimated Date of Completion of Project: 5-26-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): [signature] Date: 3-21-07

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER 166
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME: 422 S. MONTGOMERY

SUBDIVISION OR SURVEY: BARTON - ZELAYA

LOT: 1 | BLOCK: 1 | CENSUS TRACT:

TIME TO COMPLETE 180 DAYS

FLOOD ZONE

E. ZONING

BASE FLOOD ELE.

FIRE ZONE

PLANS

1ST FLOOR ELE.

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1. ☑ NEW BUILDING
2. ☐ ALTERATION
3. ☐ REPAIR, Replacement
4. ☐ MOVING (relocation)
5. ☐ FOUNDATION ONLY

DESCRIPTION OF REPAIRS: Construct single family residence

Electrical - Barry Beste

HVAC - Markl. & Son

Plumbing - Red River Plumbing

B. OWNERSHIP
1. ☑ PRIVATE (Individual, corporation, non profit institution, etc.)
2. ☐ PUBLIC (Federal, state, or local government)

C. COST $ #68,900

D. FEE 75.00

Sq. Ft. Main Bldg. 1480
Accs. Bldg.

#25 Stormwater

III BUILDING SPECS.

New Buldg. and Additions - Fill Out Parts F. - M.

Wrecking - Fill Out Part K Only

All Others Skip to IV

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

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

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

K. DIMENSIONS
Number of Stories 1
TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 1480
TOTAL LAND AREA SQ. FT. 7125

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

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

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

M. RESIDENTIAL BLDG. ONLY
No. of Bedrooms 3
No. of Bathrooms Full 2 Partial 0

IV IDENTIFICATION

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

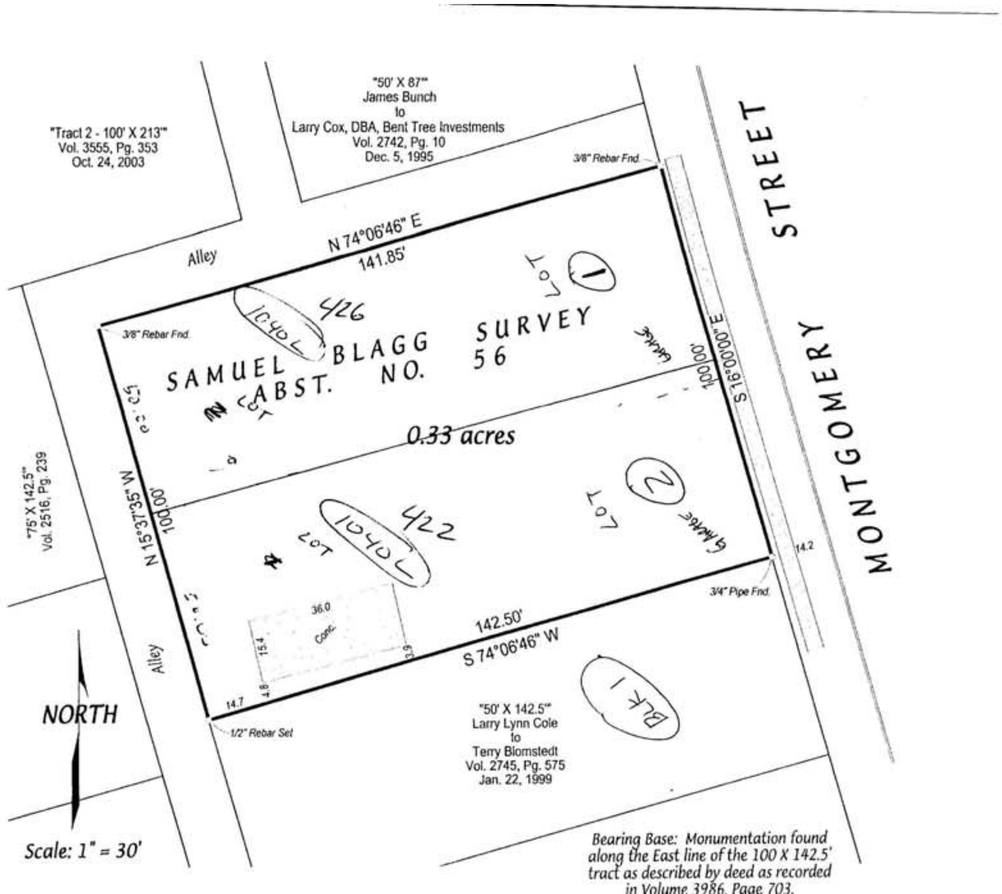
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman

SIGNATURE OF APPLICANT: [signature]   ADDRESS: 715 S. Hwy 75   DATE: 3-23-07

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED ______ 20 ____   DENIED ______ 20 ____   BUILDING OFFICIAL SIGNATURE

127-015-88   White - File   Pink - Owners Application   Yellow - Tax Office   Green - File



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

SURVEY FOR: ______________________________

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 27 th day of January, 2006 of the following described property:

(LEGAL DESCRIPTION ATTACHED)

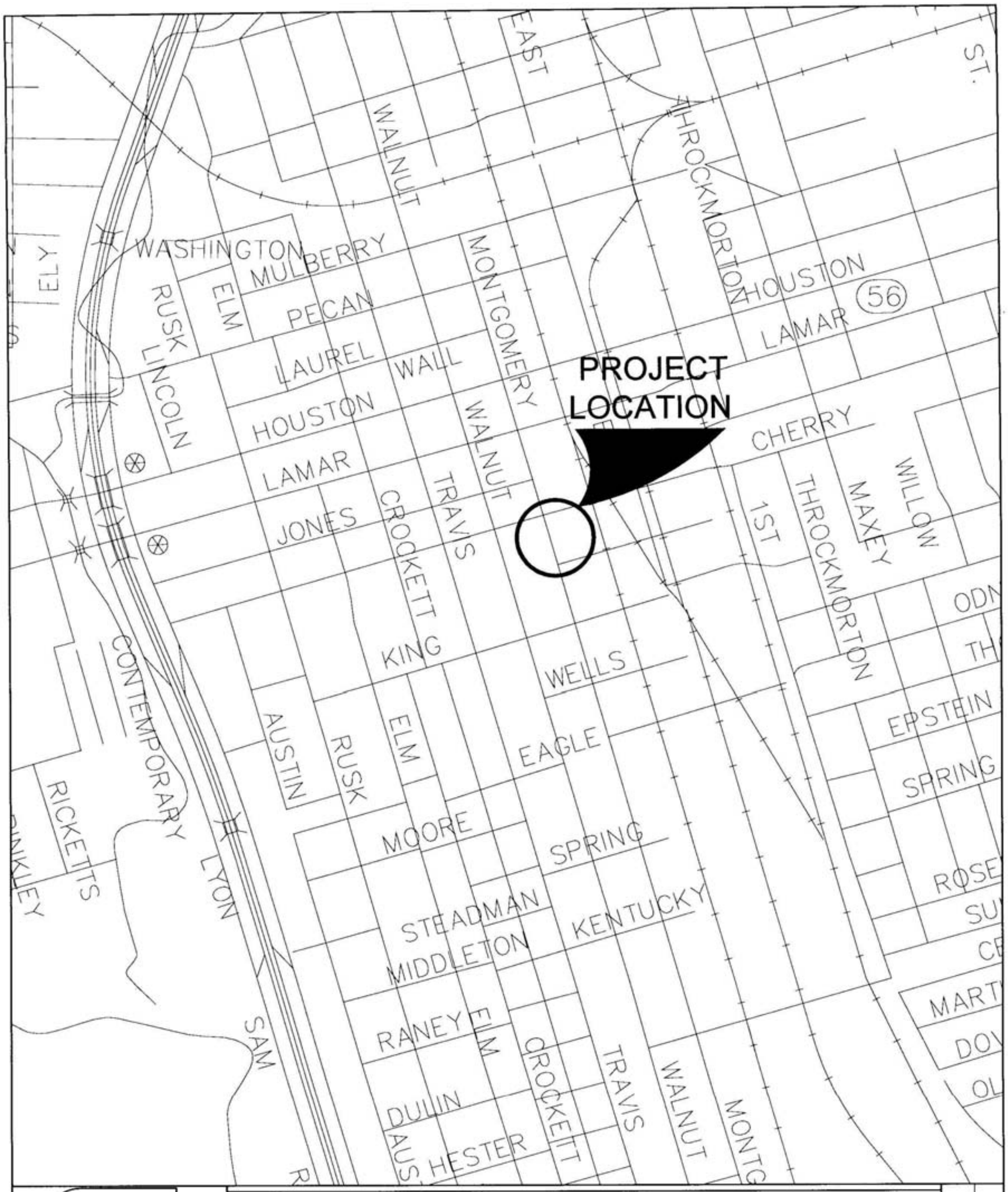
That this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

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

STATE OF TEXAS
REGISTERED
MARSHALL SARTIN
3694
PROFESSIONAL
LAND SURVEYOR

CUPID.pcs



City of Sherman, Texas

400 SOUTH MONTGOMERY

PROJECT LOCATION MAP

N

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. C.13

RESOLUTION NO. 5005
Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 426 South Montgomery Street

Issue
This item is to consider property tax abatement for the construction of a new single-family residence at 426 South Montgomery Street.

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

Origination
Barton Capital, LTD., Applicant

Financial Consideration
A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately $276.00 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. 5005
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Robby Hefton, Director of Administration

Approved by:
George Olson, Acting City Manager

RESOLUTION NO. 5005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 426 SOUTH MONTGOMERY STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Acting City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, Ltd., and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Barton Capital, Ltd. for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 426 South Montgomery Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

I.

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

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

SCHEDULE OF TAXES ASSESSED

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

II.

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

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

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

III.

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

IV.

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

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

Being Lot 2, Block 1 of the Barton-Zelaya Addition to the City of Sherman, Grayson County, Texas, and being more commonly known as 426 South Montgomery Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

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

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

CITY:
CITY OF SHERMAN, TEXAS

BY: ______________________

GEORGE OLSON

ACTING CITY MANAGER

OWNER:
BARTON CAPITAL, LTD.

BY: ______________________

NAME: Ron Barton

TITLE: Pres

(CORPORATE SEAL)

ATTEST:

BY: ______________________

LINDA ASHBY

CITY CLERK

ATTEST:

BY: ______________________

NAME: Ron Barton

TITLE: Pres

APPROVED AS TO FORM
AND CONTENT:

____
DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

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

Telephone Number: 903 - 868 - 4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 426 S. MONTGOMERY

Summary Legal Description: Lot: 2 Block: 1 Addition: BARTON - ZELAYA

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: 68,900

Estimated Date of Start of Construction: 3-26-07

Estimated Date of Completion of Project: 5-26-07

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): [signature] Date: 3-21-07

SHERMAN

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

BUILDING PERMIT APPLICATION

PERMIT NUMBER 167

OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING

STREET NUMBER AND NAME: 426 S MONTGOMERY

SUBDIVISION OR SURVEY: BARTON - ZELAYA

LOT: 2 | BLOCK: 1 | CENSUS TRACT:

TIME TO COMPLETE 180 DAYS

FLOOD ZONE

BASE FLOOD ELE.

1ST FLOOR ELE.

E. ZONING

FIRE ZONE

PLANS

II TYPE AND COST OF BUILDING

A. TYPE OF IMPROVEMENT
1. ☑ NEW BUILDING
2. ☐ ALTERATION
3. ☐ REPAIR, Replacement
4. ☐ MOVING (relocation)
5. ☐ FOUNDATION ONLY

B. OWNERSHIP
1. ☑ PRIVATE (Individual, corporation, non profit institution, etc.)
2. ☐ PUBLIC (Federal, state, or local government)

C. COST $ 68,900

D. FEE 75.00

Sq. Ft. Main Bldg. 1480 / Accs. Bldg.

DESCRIPTION OF REPAIRS:
Construct single family residence

Electrical - Barry Beste

HVAC - Markl + Son

Plumbing - Red River Plumbing

#25 Stormwater

III BUILDING SPECS.

New Buildg. and Additions - Fill Out Parts F. - M.

Wrecking - Fill Out Part K Only

All Others Skip to IV

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

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

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

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

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

K. DIMENSIONS
- Number of Stories 1
- TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS 1480
- TOTAL LAND AREA SQ. FT. 7125

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

M. RESIDENTIAL BLDG. ONLY
- No. of Bedrooms 3
- No. of Bathrooms: Full 2, Partial 0

IV IDENTIFICATION

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

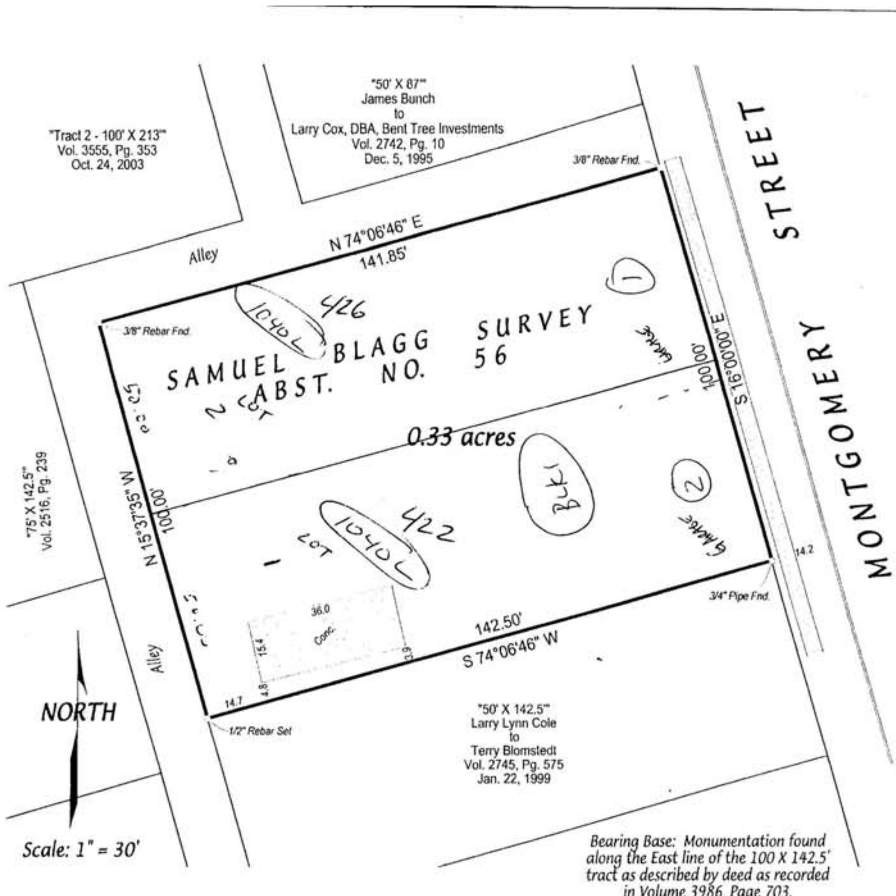
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman

SIGNATURE OF APPLICANT: [signature] ADDRESS: 715 S. Hwy 75 DATE: 3-23-07

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED ____ 20 ____ DENIED ____ 20 ____ BUILDING OFFICIAL SIGNATURE

127-015-88 White - File Pink - Owners Application Yellow - Tax Office Green - File



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

SURVEY FOR: ____________________

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 27 th day of January, 2006 of the following described property:

(LEGAL DESCRIPTION ATTACHED)

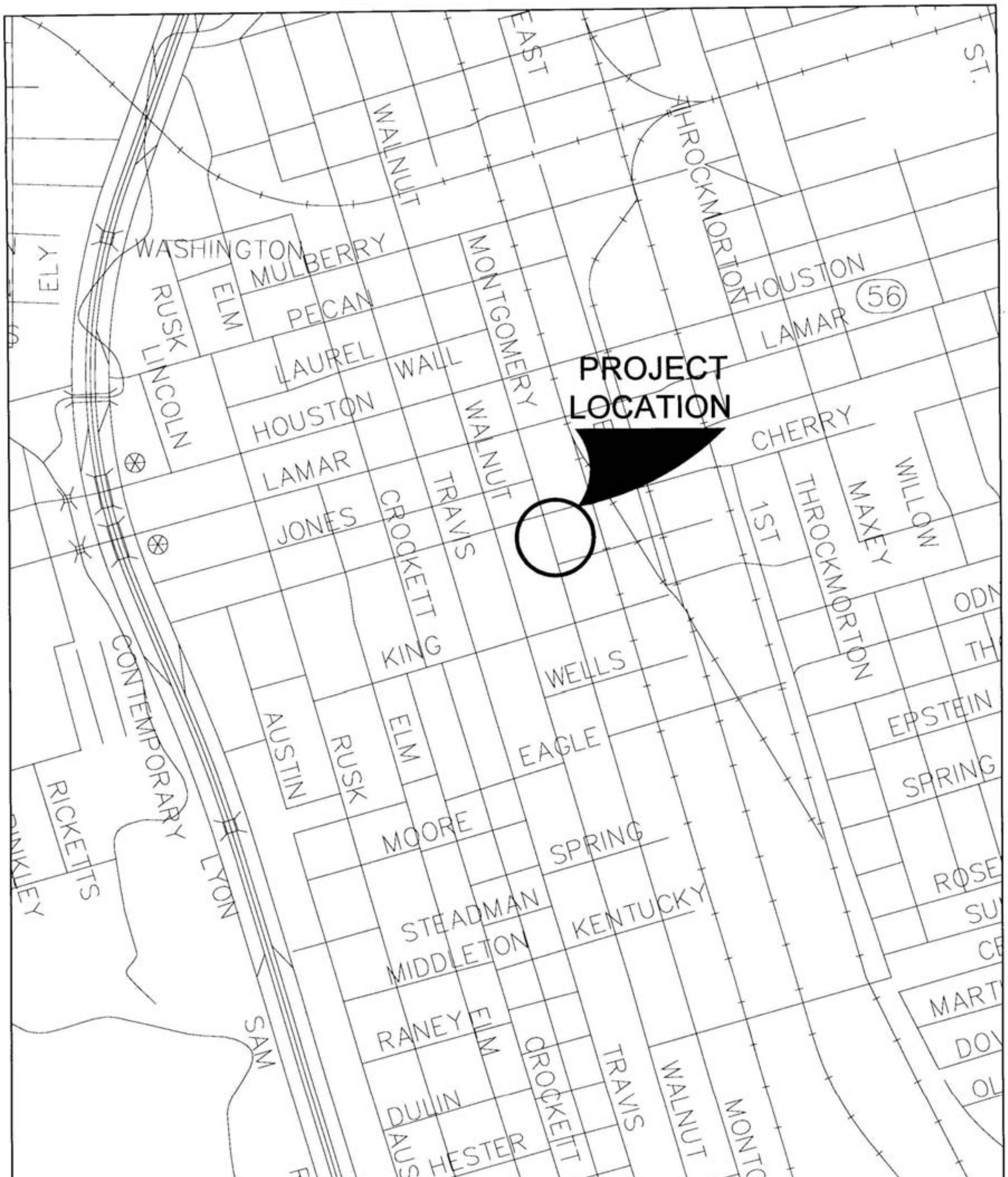
That this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

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

STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR MARSHALL SARTIN 3694

CUPID.pcs



City of Sherman, Texas

400 SOUTH MONTGOMERY

PROJECT LOCATION MAP

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. D.1

**** REQUEST TO ADVERTISE***
Replacement of Two 3/4-ton Truck Chassis with Utility Bodies for the Distribution Services Department

Issue
To request permission to advertise for bids to replace two 3/4-ton truck chassis with utility bodies for the Distribution Services Department

Background
This year's operating budget includes funding for the replacement of two 1995 3/4-ton truck chassis with utility bodies (Vehicle #511 & #512) due to years of service, high mileage, and increasing maintenance cost.

Origination
Department of Utilities Administration

Financial Consideration
Funds are available in the Distribution Services budget for this purchase.

Staff Recommendation
It is recommended that the City Council authorize the staff to advertise for bids for the replacement of the two 3/4-ton truck chassis with utility bodies.

Alternatives
As may be directed by the City Council

Attachments
None

Prepared by:
Wayne Kuse, Acting Director of Utilities

Approved by:
George Olson, Acting City Manager

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

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 5th and Sunday, May 6th

Issue

The Sherman Animal Shelter will hold an Adopt-a-thon on Saturday, May 5th and on Sunday, May 6th during the hours of 9:00 a.m. to 6:00 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. Last year, over 1,500 organizations participated all across the United States and around the globe. Twelve years later, Pet Adopt-a-thon has fostered over 250,000 loving adoptions worldwide (http://www.nsalamerica.org/how_we_help/adoptathon/).

Origination

George Olson, Acting 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, Acting City Manager

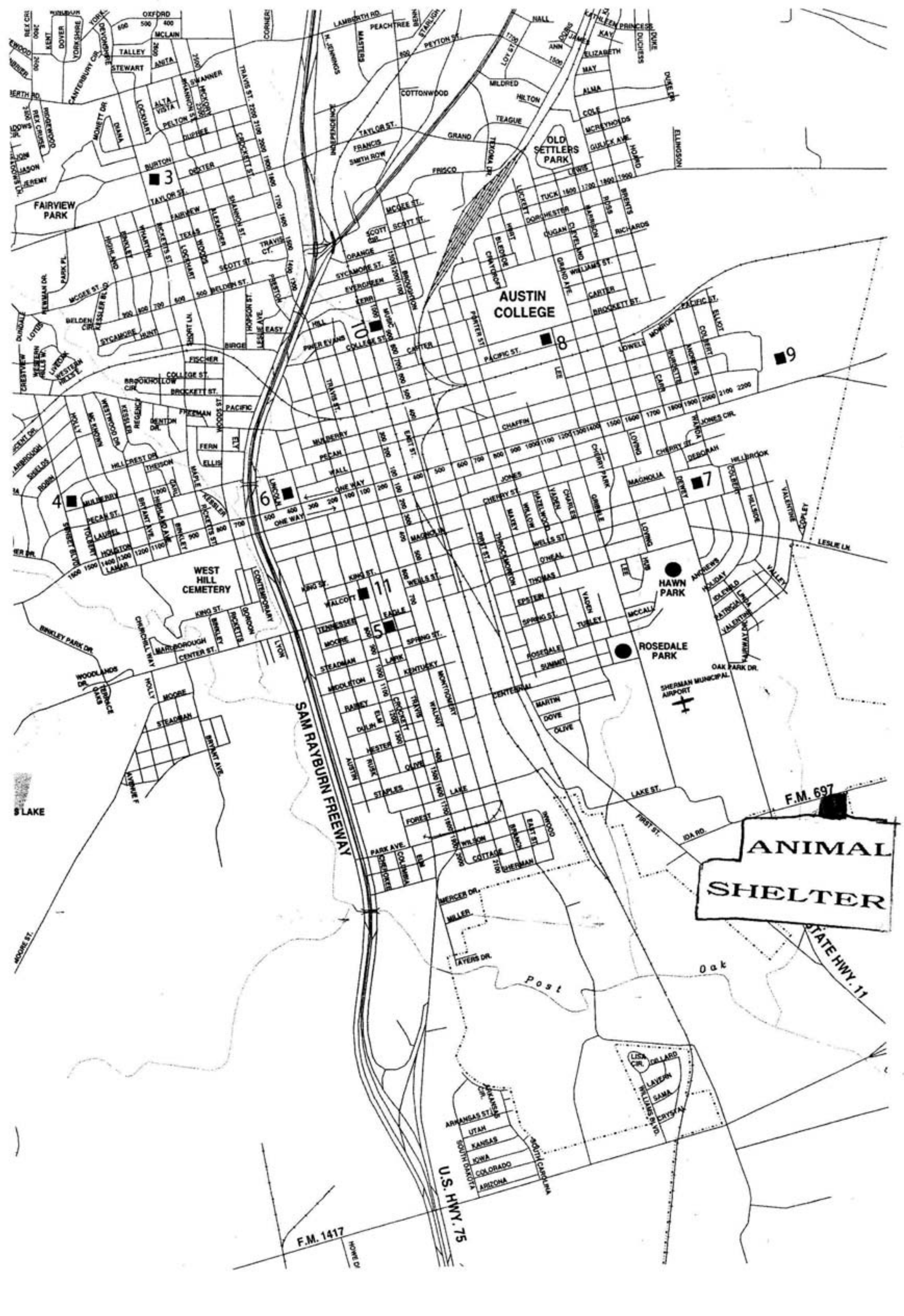
SHERMAN ANIMAL SHELTER ADOPT-A-THON 2007

May 5th and May 6st
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



ANIMAL SHELTER
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
Post
Oak
3
4
5
6
7
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9
10
11

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. D.3

OTHER BUSINESS
Receive Presentation on the Possible Use of Alternative Fuels/Biodiesel for the City of Sherman's Fleet Operations

Issue
To discuss the use of possible alternative fuels/biodiesel for the City of Sherman's fleet operations

Background
Mayor Bill Magers has requested a presentation on alternative fuels/biodiesel.

According to Wikipedia, the free on-line encyclopedia, "Biodiesel refers to a diesel-equivalent, processed fuel derived from biological sources (such as vegetable oils), which can be used in unmodified diesel-engined vehicles. It is thus distinguished from the straight vegetable oils (SVO) or waste vegetable oils (WVO) used as fuels in some diesel vehicles. In this article's context, biodiesel refers to alkyl esters made from the transesterification of vegetable oils or animal fats. Biodiesel is biodegradable and non-toxic, and typically produces about 60% less net carbon dioxide emissions than petroleum-based diesel, as it is itself produced from atmospheric carbon dioxide via photosynthesis in plants. Pure biodiesel is available at many gas stations in Europe. Some vehicle manufacturers are positive about the use of biodiesel, citing lower engine wear as one of the benefits of this fuel. However, as biodiesel is a better solvent than standard diesel, it 'cleans' the engine, removing deposits in the fuel lines, and this may cause blockages in the fuel injectors. For this reason, car manufacturers recommend that the fuel filter is changed a few months after switching to biodiesel (this part is often replaced anyway in regular servicing). Most manufacturers release lists of the cars which will run on 100% biodiesel. Other vehicle manufacturers remain cautious over use of biodiesel. Biodiesel can be distributed using today's infrastructure, and its use and production are increasing rapidly. Fuel stations are beginning to make biodiesel available to consumers, and a growing number of transport fleets use it as an additive in their fuel. Biodiesel is generally more expensive to purchase than petroleum diesel but this differential may diminish due to economies of scale, the rising cost of petroleum and government tax subsidies."

Origination
Mayor Bill Magers

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

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

Attachments
None

Prepared and Approved by:
George Olson, Acting City Manager

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. D.4

**** OTHER BUSINESS***

Approve Quarterly Investment Report for Period Ending March 31, 2007

Issue

To approve the Investment Report for the quarterly period ending March 31, 2007

Background

By law, the Council is required to receive and accept an investment report from the City's investment officer at least quarterly. This report is first submitted to the Investment Committee for their review prior to its presentation to the Council. The Investment Committee has received the report. The report reflects a portfolio position with a book value of nearly $33.9 million. As of March 31, 2007, the City was in compliance with all applicable state laws and the provisions of the City's internal Investment Policy. The portfolio remains adequately liquid; and its yield of 4.95% for the quarter is more than the benchmark yield of 4.86%. The market value of the overall portfolio was 100.00% of the book value.

Origination

Robby Hefton, Director of Finance and Administration

Financial Consideration

None

Staff Recommendation

It is recommended that the Council accept the report as presented.

Alternatives

The Council could deny acceptance of the report or request disclosures in addition to those required by law.

Attachments

Memo to Investment Committee

Investment Report and Related Schedules

Prepared by:
Robby Hefton, Director of Administration

Approved by:
George Olson, Acting City Manager

memorandum

DATE: Friday, April 6, 2007

TO: The Investment Committee
The Honorable Terrence R. Steele, Councilmember
The Honorable Curt Hughes, Councilmember

MC: George Olson, Acting City Manager

FROM: Robby Hefton, Director of Finance and Administration and Investment Officer RH

SUBJECT: Investment Report for Quarter Ended March 31, 2007

Attached is a copy of the Investment Report for the quarter ended March 31, 2007. I would appreciate your contacting me at (903) 892-7218 if you have any questions about the report or need additional information or my further assistance.

This report is scheduled to be included on the April 16, 2007 Council agenda, unless I hear from you otherwise.

RH:pc

attachment (as stated above)

Sherman

CITY OF SHERMAN, TX
Investment Report Summary
March 31, 2007

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law. At March 31, 2007, the investment book value was about $33.9 million and had increased by approximately $3.5 million from three months prior. This increase is due to significant collection of ad valorem tax revenues during the quarter. The City's investment portfolio includes demand deposits, a public savings account, investment pools that strive to maintain a 100% net asset value, U.S. Treasury securities, and U.S. Agency securities.

The City was in compliance with all provisions of the investment policy and the Public Funds Investment Act as of March 31, 2007. The weighted-average maturity of the portfolio was about 46 days at March 31, 2007, compared to about 89 days at December 31, 2006. The decrease in weighted-average maturity occurred because there were few investments purchased during the period.

The market value of the portfolio was 100.00% of book value as of March 31, 2007 when rounded to two decimal places, although there was a difference of about $1,700 between the market and book values of the portfolio. This percentage was essentially unchanged from December 31, 2006.

The portfolio yield of 4.95% at March 31, 2007 was higher than the benchmark yield on the 180-day T-Bill, which was 4.86%.

There were no securities that matured during the quarter. Also, the City of Sherman purchased two securities, with a total par value of $4,000,000 during this quarter. All other transactions were routine.

The following schedules are also a part of this investment report.

Robby Hefton

Robby Hefton, Director of Finance
and Administration
City of Sherman Investment Officer

CITY OF SHERMAN, TX
Detailed Investment Report
As of March 31, 2007

		VALUES - Dec. 31, 2006		Book Increase/(Decrease)		Market Increase/(Decrease)		VALUES - Mar. 31, 2007	
Investment	**Par**	**Book**	**Market**	**Purchases/ Withdrawals**	**Accruals/ Amortizations**	**Purchases & Withdrawals**	**Change In Market Price**	**Book**	**Market**
DEMAND DEPOSITS									
Depository Bank		$714,286	$714,286	$810,587		$810,587	$0	$1,524,873	$1,524,873
Savings Account		3,838,383	3,838,383	49,974		49,974	-	3,888,357	3,888,357
		4,552,669	4,552,669	860,561	-	860,561	-	5,413,230	5,413,230
INVESTMENT POOLS									
Tex-Pool		7,073,383	7,073,383	(1,500,000)	86,715	(1,500,000)	86,715	5,660,098	5,660,098
TexStar		5,888,900	5,888,447	-	77,210	-	77,383	5,966,110	5,965,830
		12,962,283	12,961,830	(1,500,000)	163,925	(1,500,000)	164,098	11,626,208	11,625,928
SECURITY INVESTMENTS									
FDMCDNT 4/3/07	1,000,000	987,274	987,200		12,315		12,600	999,589	999,800
FHL Note 3.250% 5/10/07	1,000,000	993,296	993,300		4,641		4,500	997,937	997,800
FDMCDNT 5/18/07	1,000,000	1,000,132	992,900		(86)		4,400	1,000,046	997,300
Treasury Note 3.625% 6/30/07	1,000,000	993,413	993,200		3,139		3,200	996,552	996,400
Treasury Note 3.875% 7/31/07	1,000,000	993,779	993,300		2,521		2,800	996,300	996,100
Treasury Note 3.625% 6/30/07b	1,000,000	992,870	993,200		3,682		3,200	996,552	996,400
Treasury Note 3.875% 7/31/07b	1,000,000	993,363	993,300		2,937		2,800	996,300	996,100
FHL Note 4.250% 8/8/07	1,000,000	993,977	993,500		2,464		2,600	996,441	996,100
FHL Note 4.250% 8/24/07	1,000,000	998,164	998,000		700		800	998,864	998,800
FDMCNT 3.50% 9/15/07	1,000,000	988,081	988,400		7,400		7,100	995,481	995,500
FMN 4.25% 9/15/07	1,000,000	993,060	993,100		(821)		(700)	992,239	992,400
FMDN 10/26/07	2,000,000	1,917,842	1,918,000		24,730		24,600	1,942,572	1,942,600
FMDN 11/9/07	2,000,000	-	-	1,923,432	14,252	1,923,432	15,368	1,937,684	1,938,800
Treasury Note 4.375% 12/31/07	2,000,000	-	-	1,987,734	1,791	1,987,734	2,866	1,989,525	1,990,600
	$17,000,000	$12,845,251	$12,837,400	$3,911,166	$79,665	$3,911,166	$86,134	$16,836,082	$16,834,700
	$17,000,000	**$30,360,203**	**$30,351,899**	**$3,271,727**	**$243,590**	**$3,271,727**	**$250,232**	**$33,875,520**	**$33,873,858**

CITY OF SHERMAN, TX
Comparison of Portfolio to Policy Limits
As of March 31, 2007

LIMITS ON TYPES OF SECURITIES	Target Investment Level	Portfolio Cap	Actual Percentage of Portfolio	% Variance Policy Limits
Demand Deposits	100%	100%	15.98%	**84.02%**
Bank Time Deposits	25%	30%	0.00%	**30.00%**
U. S. Treasury Securities	80%	85%	17.64%	**67.36%**
U. S. Agency Securities	45%	50%	32.06%	**17.94%**
Investment Pools	45%	50%	34.32%	**15.68%**

LIMITS ON MATURITIES	Minimum Allowable Percentage of Portfolio	Actual Percentage of Portfolio	% Variance Policy Limits
Available within 1 month	25%	53.25%	**28.25%**
Available within 3 months	33%	59.15%	**26.15%**
Available within 6 months	45%	82.67%	**37.67%**
Available within 1 year	60%	100.00%	**40.00%**
Available within 2 years	70%	100.00%	**30.00%**
Available within 3 years	80%	100.00%	**20.00%**
Available within 4 years	90%	100.00%	**10.00%**
Available within 5 years	100%	100.00%	**0.00%**

	Maximum Allowable	Actual Average Maturity	Policy Limit Days Available
Weighted Average Days to Maturity	500	45.53	**454.47**

CITY OF SHERMAN, TX
Calculation of Weighted Average Maturity and Yield
As of March 31, 2007

	Market Value	Book Value	# of Days To Maturity	Original Yield to Maturity	Percent of Portfolio
Demand Deposits					
Depository Bank - Operating	$1,524,873	$1,524,873	0	0.00%	4.50%
Savings Account	3,888,357	3,888,357	0	5.33%	11.48%
	5,413,230	5,413,230			15.98%
Investment Pools					
Tex-Pool	5,660,098	5,660,098	1	5.29%	16.71%
TexStar	5,965,830	5,966,110	1	5.30%	17.61%
	11,625,928	11,626,208			34.32%
Federal Securities and Notes					
FDMCDNT 4/3/07	999,800	999,589	3	5.21%	2.95%
FHL Note 3.250% 5/10/07	997,800	997,937	40	5.20%	2.95%
FDMCDNT 5/18/07	997,300	1,000,046	48	3.25%	2.95%
Treasury Note 3.625% 6/30/07	996,400	996,552	91	5.00%	2.94%
Treasury Note 3.875% 7/31/07	996,100	996,300	122	4.98%	2.94%
Treasury Note 3.625% 6/30/07b	996,400	996,552	91	5.10%	2.94%
Treasury Note 3.875% 7/31/07b	996,100	996,300	122	5.05%	2.94%
FHL Note 4.250% 8/8/07	996,100	996,441	130	5.29%	2.94%
FHL Note 4.250% 8/24/07	998,800	998,864	146	5.29%	2.95%
FDMCNT 3.50% 9/15/07	995,500	995,481	168	5.25%	2.94%
FMN 4.25% 9/15/07	992,400	992,239	168	5.26%	2.93%
FMDN 10/26/07	1,942,600	1,942,572	209	5.22%	5.73%
FMDN 11/9/07	1,938,800	1,937,684	223	5.29%	5.72%
Treasury Note 4.375% 12/31/07	1,990,600	1,989,525	275	5.09%	5.87%
	16,834,700	16,836,082			49.70%
	$33,873,858	**$33,875,520**			**100.00%**

Weighted Average Maturity

Weighted Average Days to Maturity	45.53
Weighted Average Days to Maturity - Operating (excl. depository bank)	54.19

Weighted Average Yield

Weighted Average Yield	4.95%
Weighted Average Yield - Operating (excluding depository bank)	5.18%
Yield to Maturity of 180 day T-Bill at March 31, 2007	4.86%

CITY OF SHERMAN, TX
Market Value Analysis
As of March 31, 2007

CHANGES IN MARKET VALUE:

BEGINNING VALUE - December 31, 2006		$30,351,899
INVESTMENT ACTIVITY:		
Purchases	3,911,166	
Maturities	-	
Net Changes in Market Price	86,134	
		3,997,300
Bank and Pooled Investment Deposits/(Withdrawals) - Net		(475,341)
ENDING VALUE - March 31, 2007		**$33,873,858**

COMPARISON OF BOOK VALUE TO MARKET VALUE:

BEGINNING VALUE - December 31, 2006

Market Value	$30,351,899	
Book Value	$30,360,203	
Ratio of Market Value to Book Value		99.97%

ENDING VALUE - March 31, 2007

Market Value	$33,873,858	
Book Value	$33,875,520	
Ratio of Market Value to Book Value		100.00%

CITY OF SHERMAN, TX
Year To Date Investment Transaction Report
As of March 31, 2007

PURCHASES

Date	Type	Principal Purchase Price	Par Value	Yield/Int. Discount Rate	Maturity Date
2/8/2007	FNMA Discount Note	$1,923,432	$2,000,000	5.28%	11/9/2007
2/12/2007	US Treasury Note 4 3/8%	$1,987,734	$2,000,000	5.09%	12/31/2007
	Total Purchases	**$3,911,166**	**$4,000,000**		

MATURITIES

Date	Type	Principal Purchase Price	Par Value	Yield/Int. Discount Rate
	Total Maturities	**$0**	**$0**	

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. D.5

OTHER BUSINESS
Consider the Appointment of an Advisory Committee to Review the Keep Sherman Beautiful Commission By-Laws

Issue
The Keep Sherman Beautiful Commission and its By-Laws

Background
At the March 19, 2007 meeting, the City Council received information on the current status of the Keep Sherman Beautiful Commission and discussed plans for its resurrection. There are currently three members serving on this thirteen member board; and no chair has been appointed.

The City Council agreed that the By-Laws are cumbersome and could be simplified. Council Member Wacker agreed to chair a committee of Council and City staff members to review the By-Laws and recommend a revision. The Mayor will appoint members to the advisory committee at this meeting.

Origination
Council Member Cary Wacker

Financial Consideration
There is no financial consideration to the appointment of this advisory committee.

Mayor's Committee Appointments
City Council: Council Member Cary Wacker, as Chair
Council Member John Markl
Council Member Joe N. Smith
City Staff: George Olson, Acting City Manager
Ben Uselton, Parks & Recreation Administrator
Theresa Caudle, Neighborhood Services Coordinator
Jessica Perkins, Project Coordinator

Attachments
Keep Sherman Beautiful Commission By-Laws; Fact Sheet

Prepared and Approved by:
George Olson, Acting City Manager

KEEP SHERMAN BEAUTIFUL COMMISSION
of the
CITY OF SHERMAN

BY-LAWS

ARTICLE I

Section 1. **Name.** The name of the organization shall be the "Keep Sherman Beautiful Commission," hereafter referred to as the "Commission," which is an advisory commission to the City Council of the City of Sherman, Texas.

Section 2. **Creation.** The Commission was organized on February 3, 1992, as an advisory commission to the City Council of the City of Sherman, Texas.

Section 3. **Mission.** The mission of the Keep Sherman Beautiful Commission, an affiliate of Keep America Beautiful, Inc., is to serve the citizens of Sherman, Texas, by recommending to and advising the Sherman City Council in the areas of effective public education, together with community and environmental improvement programs, which enhance the quality of life and economic development of the community by instilling pride and positive attitude and behavioral change regarding beautification, litter reduction, and proper solid waste management.

Section 4. **Purpose and Duties.** The duties of said Commission shall be (1) to promote public interest in the general improvement of the environment of the City of Sherman; (2) to study, investigate, develop plans, and coordinate programs for litter prevention and control in conjunction with and in cooperation with citizens, government, businesses, and industries within the city limits of Sherman; (3) to implement and maintain the Keep America Beautiful System; (4) to study, investigate, and develop recommendations for improving the health, sanitation, safety, cleanliness, and environment of the City of Sherman by beautifying the streets, highways, alleys, stream banks, lots, yards, and other similar places on both public and private property in said City, and recommendations for the removal and elimination of trash and other debris from the streets, highways, alleys, lots, yards, and other similar places; (5) to encourage the placing, planting, and/or preservation of trees, flowers, plants, shrubs, and other objects or ornamentation in said City; (6) to advise and recommend plans to the City Council of the City of Sherman for the beautification of Sherman, and otherwise promote public interest in the general improvement of the environment of the City of Sherman. Provided, however, that nothing herein shall be construed to make this Commission independent from the City Council of the City of Sherman, the City Charter, City policies and procedures, or to abridge or change the powers and duties of other commissions, committees, departments, boards, and like agencies of the City of Sherman or be in conflict with or contravene the established City policies and procedures or the City Charter.

Section 5. Powers. The Commission shall be advisory and shall make recommendations to the City Council. In order to perform the duties enumerated in Section 4 above, the Commission shall have the following authority, all subject to approval of the City Council:

1. To plan and coordinate community-wide efforts to achieve its goals.
2. To solicit and accept donations and appropriations of money, services, products, property, and/or facilities for expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council.

ARTICLE II

Section 1. Structure. The Commission shall be composed of thirteen (13) members who will serve without remuneration. The Commission shall have a Chairperson and a Vice-Chairperson.

Section 2. **Membership.** The members and Chairperson shall be appointed by the City Council with new terms beginning January 1 of each year. The President of the Sherman Chamber of Commerce or his authorized representative and the Parks and Recreation Director of the City of Sherman shall serve as ex-officio members of the Commission.

Section 3. **Committees.** The Standing Committees of the Commission shall include, but be not limited to, the following:

1. Clean-up
2. Public Awareness
3. Education
4. Beautification

Each committee shall be composed of a Committee Chairperson and such other officers and members as needed to achieve the objectives of the Committee.

Section 4. **Other Committees.** In addition to the Standing Committees, the Commission may establish any other committees, temporary or permanent, which, in their discretion, are necessary for the purpose of the Commission.

Section 5. **Voting Rights.** Each member of the Commission shall have one (1) vote. The Commission Chairperson shall vote only to break a tie. The Commission shall determine its own rules for voting, except that there shall be no secret ballots and, upon request by any member, a roll call vote shall be required for the issue being considered. Ex-officio members and members of temporary or special committees shall not have voting rights on the Commission.

ARTICLE III

Section 1. **Meetings.** Meetings of the Commission will be held at least monthly, except that no meeting will be held in the month of November, or when called by the Chairperson of the

Commission or by any five (5) Commission members. At least three (3) days' notice must be given before each meeting. All meetings shall be conducted in accordance with an agenda established for each meeting.

Section 2. **Quorum.** A simple majority of the total number of occupied Commission positions shall constitute a quorum for the transaction of business.

Section 3. **Transaction of Business.** Every act or decision done or made by a majority vote of the Commission members present at a duly called meeting at which a quorum is present shall be regarded as the act of the entire Commission.

Section 4. **Order of Business.** The Commission shall determine its own rules and order of business except that, upon request of any member, Roberts Rules of Order shall be followed for the designated issue. The order of business at all Commission meetings shall include the following: (1) Call to Order; (2) Quorum Determined; (3) Meeting Opened; (4) Reading and Approval of Minutes; (5) Reports of Officers, Boards and Standing Committees; (6) Report of Special Committees; (7) Unfinished Business; (8) New Business; (9) Other Business; (10) Announcements; and (11) Adjournment.

ARTICLE IV

Section 1. **Terms.** All members shall be appointed for staggered terms of two (2) years, and shall not serve for more than three (3) consecutive terms, except that the office of chairperson may be occupied for not more than two (2) consecutive years. Seven (7) members shall have terms beginning on even-numbered years, and six (6) members shall have terms beginning on odd-numbered years.

Section 2. **Attendance and Participation.** Commission members, who shall miss two (2) consecutive monthly meetings or four (4) monthly meetings in any one (1) year, are subject to removal. Commission members are expected to actively and effectively participate in the affairs of the Commission and shall (1) regularly attend monthly meetings; (2) be a contributing member of a subcommittee and/or chair of a subcommittee; (3) recruit additional volunteers; (4) represent our Keep America Beautiful affiliate at special events and as requested by the Board of Directors; (5) report to the City Council on special projects in which their subcommittee is involved; (6) be active in fund-raising as needed; (7) attend needed training sessions as required to insure up-to-date knowledge of current trends and issues associated with the duties and responsibilities of the Commission; (8) attend an initial orientation with the Chairperson to familiarize oneself with the history of the organization, its current focus, and long range strategic plans. The Commission shall review the attendance and participation of all members, and report to the City Council at any time with a recommendation for appropriate City Council action. The City Council, on its own motion or at the request of the Commission, may remove any officer or member of the Commission at any time.

Section 3. **Special Appointments.** The Commission may appoint temporary, non-voting members to serve at the will of the Commission, when deemed necessary.

Section 4. **Resignation.** Any member may resign at any time by giving written notice to the Commission Chairperson. Such resignations will take effect on the date of receipt of such notice or at a time specified therein at the election of the Commission Chairperson. The acceptance of a resignation shall not be necessary to make it effective.

Section 5. **Vacancies.** A vacancy on the Commission shall be filled in the manner prescribed in Article II, Section 2. The member appointed to such vacancy shall serve for the remainder of the term of the member replaced. If the remainder of the term is for twelve (12) months or more, it shall be considered a full term served, permitting only two (2) consecutive reappointments. If the remainder of the term is less than twelve (12) months, the appointee may be reappointed for three (3) consecutive terms.

Section 6. **Duties.** The duties are as follows:

1. Commission Chairperson. The Commission Chairperson shall be the spokesperson for the Commission at public functions, and ex-officio member of all committees; shall establish an agenda for all meetings except that, upon the request of two (2) Commission members, specified subjects shall be added to the agenda; shall prepare an annual report; shall appoint the Committee Chairpersons and other officers and members of all Standing Committees upon the advice and consent of the Commission; shall appoint ad hoc Committees upon the direction of the Commission; may appoint a Parliamentarian; and shall perform all other duties as the Commission elects. In addition, the Commission Chairperson shall present reports to the Commission, its members, and to the City Council as the business of the Commission and of the City may require.

2. Commission Vice-Chairperson. Will act in the place and stead of the Commission Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Commission.

3. Committee Chairpersons. Shall perform such duties as may be required of them by the Commission.

4. Treasurer. The Treasurer shall be the Director of Finance of the City of Sherman, Texas, and shall keep accurate financial records of the Commission. All funds of the Commission shall be deposited with the City.

ARTICLE V

Section 1. Management of Funds. As may be approved by the City Council from time to time, the Commission may receive and disburse funds within the limitations of appropriations, gifts and grants, and in connection with projects or undertakings, which shall be deposited with the City. The Commission, upon approval of the City Council and in accordance with state and local laws, policies and procedures, may contract with any private or public agency to the extent required for its proper operation. In January of each year, the Commission shall make its annual report to the Council on the preceding year's activities. The report shall include the Commission's actions and accomplishments in connection with each project or undertaking, and shall include as part of its report a detailed statement of its receipts and disbursements from whatever source and to whatever object for the preceding twelve (12) months. At this same time, the Commission shall present its proposed budget to the City Council for their consideration, detailing its anticipated revenues and expenditures. The City Council may, but shall not be required to, annually appropriate funds for specifically designated and budgeted items of the Commission, which funds shall be kept by the City of Sherman and dispensed in accordance with state and local statutes, ordinances, City Charter, and established City policies and procedures.

ARTICLE VI

Section 1. Amendments. These By-Laws may be amended by the City Council at any regular City Council meeting, upon its own motion or at the request of the Commission.

ARTICLE VII

Section 1. **Conflicts.** In the case of any conflict between an Ordinance, the City Charter or policies and procedures of the City of Sherman, and these By-Laws, the Ordinance, City Charter, or policy and procedures of the City shall control.

Section 2. **Majority.** As used in By-Laws, the term "majority" shall mean those votes totaling more than fifty percent (50%) of the total vote of the membership. Unless otherwise stated, all decisions will be by majority vote.

FACT SHEET

KEEP SHERMAN BEAUTIFUL COMMISSION Res 2805 3/2/92

ESTABLISHED BY ~~ORDINANCE~~ 4463 - ~~OCTOBER~~ 17, ~~1996~~ -- RE-ESTABLISHED BY RESOLUTION 3807 - APRIL 19, 1999

1. Number of members THIRTEEN (13)
2. Term of Appointment TWO (2) YEARS
3. Consecutive Term Rule THREE YEAR TERMS
4. Qualifications for Membership INTEREST IN KEEPING SHERMAN BEAUTIFUL; DEDICATION TO IMPLEMENTATION OF ASSIGNED PROJECTS

   Appointed by CITY COUNCIL
6. Board Organization CHAIR, VICE CHAIR, SECRETARY
7. Departmental Responsibility CITY MANAGER
8. Meeting Date LAST WEDNESDAY OF EACH MONTH
9. Attendance Requirements NOT LESS THAN 75% OF ALL MEETINGS

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PURPOSE:
Commission shall be to promote public interest in the general improvement of the environment of the City of Sherman, to initiate, plan, direct, and coordinate programs for litter control in conjunction with and in cooperation with citizens, government, businesses, and industries within the city limits of Sherman.

RESPONSIBILITIES:
(1) to plan, initiate, direct, and coordinate community-wide efforts to achieve its goals. (2) to solicit and accept donations and appropriations or money, services, products, property, and/or facilities expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council. (3) to make recommendations to the City Council, as well as to the private sector, regarding measures which it deems necessary to accomplish the objectives of both the City and the Commission.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. D.6

OTHER BUSINESS
TABLED AT THE MARCH 19, 2007 COUNCIL MEETING:
Discussion of the NAACP's Use of the City's Kerr-East Building

Issue
A motion and order are required to remove this item from the table and permit its consideration.

This item, first presented and tabled at the March 19, 2007 Council meeting, will allow the City Council to discuss permitting the local chapter of the NAACP to *exclusively* use the City-owned Kerr-East Building.

Background
Deputy Mayor Steele asked that this item be added to the City Council's agenda to discuss the Council's willingness to allow this group to exclusively use this City facility rent-free. The NAACP would reimburse the City of Sherman for utility costs and any other costs that are directly associated with their use of the building.

The NAACP used this building for several years in the past without paying rent; but they have not used it for over a year.

Origination
Deputy Mayor Terrence R. Steele

Financial Consideration
Since the group has offered to pay all direct costs, there would be no financial consideration to this arrangement.

Staff Recommendation
It is recommended that the City Council instruct the staff to negotiate a formal agreement for the NAACP's exclusive use of this building for the Council's review at a future meeting.

Prepared and Approved by:
George Olson, Acting City Manager

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. D.7

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. D.8

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. D.9

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

Section 551.071

- **a) Consultation with the City Attorney Concerning Legal Matters**
- **b) Consultation with the City Attorney Concerning Pending Litigation:**
  - **i) City of Sherman, Texas v. Creighton Lemoyne Escoe, et al.; Cause No. 03-0617**

Section 551.074 **Personnel Matters:**
Discuss the Appointment of a Permanent City Manager

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. F.1

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

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 4-16-2007

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2007
CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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APRIL

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MAY

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JUNE

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

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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