

CITY OF SHERMAN  
CITY COUNCIL REGULAR MEETING AGENDA  
COUNCIL CHAMBERS OF THE CITY HALL  
220 WEST MULBERRY STREET  
SHERMAN, TEXAS  
MONDAY, MARCH 4, 2013  
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 DAVID PLYLER](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 18, 2013](#)

**Public Hearing**

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5766](#)  
Providing for Permanent “Stop” Signs at the Intersection of North Holly Avenue and Hillcrest Drive within the City Limits of the City of Sherman; Providing for a Penalty Provision

**Close Public Hearing and Consider Adoption of Ordinances**

- B.2 [ADOPTION OF ORDINANCES](#)  
Consider Adoption of Ordinance Number:  
(a) 5766
- B.3 [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. 5743](#)  
Authorizing the Naming of Cinema Drive
- C.2 [RESOLUTION NO. 5744](#)  
Authorizing Execution of an Agreement with Kelly Square, Inc. under the City of Sherman’s Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 115 South Travis Street

**C.3**     [\\* RESOLUTION NO. 5745](#)

Amending the 2012-2013 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2012, through September 30, 2013

**C.4**     [\\* RESOLUTION NO. 5746](#)

Rescinding Resolution No. 5740 in its Entirety which Authorized the Execution of an Agreement with Mario Tobar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1912 East Alma Avenue

**C.5**     [\\* RESOLUTION NO. 5747](#)

Authorizing Execution of an Agreement with Mario Tobar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1908 East Alma Avenue

**Payment Approval**

**D.1**     [\\* PAYMENT APPROVAL](#)

State of Texas, Acting By and Through the Texas Department of Transportation; Advance Funding for an Urban Area Corridor Project (Relocation of the Southbound US 75 Exit Ramp to FM 1417); \$400,000.00

**Other Business**

**D.2**     [OTHER BUSINESS](#)

Accept Annual Audit Report for Year Ended September 30, 2012 from Pattillo, Brown & Hill, L.L.P.

**D.3**     [OTHER BUSINESS](#)

Receive an Informational Update on “The Splash” at Fairview Park from Parks and Community Services Director Kevin Winkler

**D.4**     [\\* OTHER BUSINESS](#)

Site Plan Approval and Exception for American Realty Capitol Operating Partnership, LP, Owners; FedEx Ground Package Handling Facility, Tenant; Vortex Engineering & Architecture, Inc., Engineer/Architect; and Robert W. Jones, II, Representative, under Ordinance No. 2252, Article IV, Section 410(2)(j) and 410(2)(m) to Allow Aluminum Siding for the Installation of Two Modular Docks for FedEx Ground in Lieu of Masonry or Factory Finished Metal Panels in the Blalock Industrial Park District at 3221 Northgate Drive

**D.5**     [CITIZEN REQUESTS](#)

**D.6**     [MEDIA QUESTIONS](#)

**D.7**     [COUNCIL COMMENTS](#)

**D.8**     [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. A.1

**CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**

The Honorable Carolyn S. Wacker, Mayor



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. A.2

### PLEDGE OF ALLEGIANCE

The Honorable David Plyler, Council Member



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. A.3

**INVOCATION BY COUNCIL MEMBER DAVID PLYLER**



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. A.4

**APPROVE MINUTES**  
**OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 18, 2013**

STATE OF TEXAS

§

February 18, 2013

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 February 18, 2013.

MEMBERS PRESENT: MAYOR CARY WACKER; DEPUTY MAYOR PAM HOWETH.  
COUNCIL MEMBERS JOHNSON, PLYLER, SMITH, SOFEY,  
SOFTLY.

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of February 4, 2013. Deputy Mayor Howeth moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.  
MOTION CARRIED.

APPROVE MINUTES

RESOLUTION NO. 5741 – CHANGING THE NAME OF A PORTION OF PACIFIC STREET TO MONROE AVENUE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CHANGING THE NAME OF A PORTION OF PACIFIC STREET TO MONROE AVENUE.

RES 5741  
CHANGE STREET  
NAME FROM PACIFIC  
TO MONROE

Mayor Wacker said the staff requested that Resolution 5741 be considered prior to Ordinance 5763. The resolution changes the name of a street that will be addressed in the ordinance.

George Olson, City Manager, said the street changed names in the middle and this will make it consistent. There are no houses on this block so there will be no address changes for property owners.

ACTION TAKEN.

Motion by Council Member Sofey to approve Resolution No. 5741, as presented. Second by Deputy Mayor Howeth.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Wacker introduced Ordinance 5763 and called for a public hearing:

ORD 5763  
STOP SIGNS AT  
VARIOUS LOCATIONS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS AT THE INTERSECTIONS OF CLEVELAND AVENUE AND MULBERRY STREET, HARRISON AVENUE AND LOWELL AVENUE, CARR AVENUE AND CHAFFIN STREET, CARR AVENUE AND PECAN STREET, CARR AVENUE AND MULBERRY STREET, CARR AVENUE AND LOWELL AVENUE, BURDETTE AVENUE AND HOUSTON STREET, BURDETTE AVENUE AND CHAFFIN STREET, BURDETTE AVENUE AND PECAN STREET, BURDETTE AVENUE AND MULBERRY STREET, BURDETTE AVENUE AND MONROE AVENUE, ANDREWS AVENUE AND CHAFFIN STREET, ANDREWS AVENUE AND PECAN STREET, ANDREWS AVENUE AND MULBERRY STREET, ANDREWS AVENUE AND MONROE AVENUE, COLBERT AVENUE AND HOUSTON STREET, COLBERT AVENUE AND PECAN STREET, COLBERT AVENUE AND MULBERRY STREET, COLBERT AVENUE AND MONROE AVENUE, AND MONROE AVENUE AND ELLIOTT AVENUE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5763.

Mayor Wacker introduced Ordinance 5764 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF US 82 IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS; FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5764  
SPEED LIMITS  
ON HWY 82

Eugene Lund, 1815 Sandra Drive, asked what "prudent" meant and what speeds the City planned to have. Mr. Olson said the Texas Department of Transportation is recommending the speed limits. On U.S. Hwy 82, everything from S.H. 289 on the west to the City limits on the east would increase five miles per hour. Mayor Wacker added that the recommendation was per TxDOT's Traffic Study.

No other citizens appeared before the City Council to discuss Ordinance 5764.

Mayor Wacker introduced Ordinance 5765 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-2 (GENERAL COMMERCIAL) DISTRICT AT 1602 FM 1417 WEST (RUMSEY DEVELOPMENT, OWNERS; JAMES M. O'BRYAN D.V.M., PROSPECTIVE BUYER; AND

ORD 5765  
ZONE CHANGE  
(1602 FM 1417)

SARTIN & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER.

No citizens appeared before the City Council to discuss Ordinance 5765.

The Public Hearing was closed.

#### **ADOPTION OF ORDINANCES**

##### **Ordinance 5763**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS AT THE INTERSECTIONS OF CLEVELAND AVENUE AND MULBERRY STREET, HARRISON AVENUE AND LOWELL AVENUE, CARR AVENUE AND CHAFFIN STREET, CARR AVENUE AND PECAN STREET, CARR AVENUE AND MULBERRY STREET, CARR AVENUE AND LOWELL AVENUE, BURDETTE AVENUE AND HOUSTON STREET, BURDETTE AVENUE AND CHAFFIN STREET, BURDETTE AVENUE AND PECAN STREET, BURDETTE AVENUE AND MULBERRY STREET, BURDETTE AVENUE AND MONROE AVENUE, ANDREWS AVENUE AND CHAFFIN STREET, ANDREWS AVENUE AND PECAN STREET, ANDREWS AVENUE AND MULBERRY STREET, ANDREWS AVENUE AND MONROE AVENUE, COLBERT AVENUE AND HOUSTON STREET, COLBERT AVENUE AND PECAN STREET, COLBERT AVENUE AND MULBERRY STREET, COLBERT AVENUE AND MONROE AVENUE, AND MONROE AVENUE AND ELLIOTT AVENUE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5763  
STOP SIGNS AT  
VARIOUS LOCATIONS**

Mayor Wacker said the proposed stop signs are located around the Sherman High School area. Mr. Olson added that they were the result of a citizen request and as a partner of the High School, the City reviewed the situation.

One issue was the signage and the traffic flow around the High School. The City's recommendations were made based on the Texas Uniform Code of Traffic Devices. Basically everywhere there is currently a yield sign, it will be replaced with a stop sign.

Deputy Mayor Howeth expressed concern about how soon the stop signs will become effective and how much notification will be given to students. Mr. Olson said when the signs are put up, they will become effective. They will be located on the side streets, not on the thoroughfare streets.

Deputy Mayor Howeth felt some announcement should be made about the change. She offered to notify the students through the High School. Mr. Olson said the signs will not all be put up in one day. She did feel the change would ultimately help with traffic and benefit the citizens in that area.

**ACTION TAKEN.**

Motion by Council Member Smith to approve Ordinance No. 5763, as presented. Second by Council Member Sofey.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

**Ordinance 5764**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF US 82 IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS; FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5764  
SPEED LIMITS  
ON HWY 82**

**ACTION TAKEN.**

Motion by Deputy Mayor Howeth to approve Ordinance No. 5764, as presented. Second by Council Member Smith.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

**Ordinance 5765**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-2 (GENERAL COMMERCIAL) DISTRICT AT 1602 FM 1417 WEST (RUMSEY DEVELOPMENT, OWNERS; JAMES M. O'BRYAN D.V.M., PROSPECTIVE BUYER; AND SARTIN & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER.

**ORD 5765  
ZONE CHANGE  
(1602 FM 1417)**

**ACTION TAKEN.**

Motion by Council Member Softly to approve Ordinance No. 5765, as presented. Second by Council Member Johnson.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

**CONSENT AGENDA**

The Council reviewed the Consent Agenda. Deputy Mayor Howeth moved to approve the Consent Agenda, as presented. Second by Council Member Plyler. All present voted AYE.

**CONSENT AGENDA**

**RESOLUTIONS**

**RESOLUTION NO. 5742 – RECOGNIZING THAT TYSON FRESH MEATS, INC. IS A “QUALIFIED BUSINESS” AS DEFINED IN SECTION 2303.402 OF THE TEXAS ENTERPRISE ZONE ACT AND MEETS THE CRITERIA FOR DESIGNATION AS AN ENTERPRISE PROJECT, AS SET**

**RES 5742  
DESIGNATING TYSON  
FRESH MEATS AS  
LOCATED IN AN  
ENTERPRISE ZONE**

FORTH IN SECTION 2303, SUBCHAPTER F OF THE ACT;  
NOMINATING THE 2013 GROUND BEEF ADDITIONAL  
VOLUME PROJECT OF TYSON FRESH MEATS, INC.  
LOCATED IN AN ENTERPRISE ZONE WITHIN THE  
SHERMAN CITY LIMITS TO THE OFFICE OF THE  
GOVERNOR ECONOMIC DEVELOPMENT & TOURISM  
THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN  
ENTERPRISE PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RECOGNIZING THAT TYSON FRESH MEATS, INC. IS A "QUALIFIED BUSINESS" AS DEFINED IN SECTION 2303.402 OF THE TEXAS ENTERPRISE ZONE ACT AND MEETS THE CRITERIA FOR DESIGNATION AS AN ENTERPRISE PROJECT, AS SET FORTH IN SECTION 2303, SUBCHAPTER F OF THE ACT; NOMINATING THE 2013 GROUND BEEF ADDITIONAL VOLUME PROJECT OF TYSON FRESH MEATS, INC., LOCATED IN AN ENTERPRISE ZONE WITHIN THE SHERMAN CITY LIMITS TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT; DECLARING AN EFFECTIVE DATE.

Mayor Wacker said the resolution relates to the recently announced expansion of Tyson Fresh Meats. They are adding equipment and a product line. She said this also means new jobs and she congratulated Tyson Fresh Meats on their investment in the community.

**ACTION TAKEN.**

Motion by Council Member Sofey to approve Resolution No. 5742, as presented. Second by Council Member Smith.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

**REQUEST TO ADVERTISE**

**SEAL COAT EMULSIFIED ASPHALT OIL AND STONE**

The City Council approved the request to advertise for bids for seal coat stone and emulsified asphalt oil for the City's annual street maintenance work.

**REQ TO ADVERTISE  
SEAL COAT  
MATERIALS**

Each year the Street Department staff evaluates and ranks all City streets to determine their need for maintenance. A priority list of streets to be seal coated is prepared from this evaluation. The streets scheduled for maintenance this year represent the third year of the four-year street improvement plan set forth as part of the renewed Street Sales Tax Program.

**CONSENT AGENDA.**

**AGRICULTURAL LEASE AT THE WASTEWATER  
TREATMENT PLANT**

The City Council approved the request to advertise for an agricultural lease on approximately 200 acres of City property at the Wastewater Treatment Plant. In the past the

**WWTP AG LEASE**

tract was utilized for land application of biosolids. It has been leased for agricultural purposes for the last three years.

CONSENT AGENDA.

**CHANGE ORDER NO. 3**

**DOWNTOWN SHERMAN STREETSCAPE PROJECT;  
VESSELS CONSTRUCTION, A DIVISION OF VESCOR, INC.;**  
**\$5,131.93, INCREASE**

The City Council approved Change Order No. 3, which is a final reconciliatory change order to adjust final project quantities for the Downtown Sherman Streetscape Project. The project has been completed, but with a \$5,131.93 increase for a final revised contract amount of \$644,486.35.

CONSENT AGENDA.

CHANGE ORDER  
DOWNTOWN  
SHERMAN  
STREETSCAPE  
PROJECT

**OTHER BUSINESS**

**RECEIVE PRESENTATION FROM TEXOMA AREA  
PARATRANSIT SYSTEM (TAPS) PUBLIC TRANSIT CEO/  
EXECUTIVE DIRECTOR BRAD UNDERWOOD ON TAPS'  
SERVICES AND EXPANSION PLANS**

Mayor Wacker introduced Brad Underwood, CEO and Executive Director of the Texoma Area Paratransit System (TAPS). She said she represented the City of Sherman on the TAPS Board for the past three years. She added that at this time, there is so much going on at TAPS that is pace-setting in public transit in Texas.

TAPS' SERVICES  
& EXPANSION PLANS

Mr. Underwood recognized Trent Bass in the audience as another of the TAPS Board Members. The TAPS service area includes the area from Fannin County to Clay County and includes Decatur. TAPS also travels into Collin, Denton, Tarrant, and Dallas Counties for daily medical transportation. The service area includes 14 different counties and 8,800 square miles.

TAPS was founded in 1986 as a nonprofit, political subdivision of the State. Their annual adopted budget is \$11.8 million. They have a total of 94 buses in operation but that amount will increase to 120 in the next 90 days. TAPS operates six days per week from 4:00 a.m. until 1:00 a.m., with approximately 375,000 projected trips for 2013.

Mr. Underwood said TAPS has numerous funding sources with about 35 open contracts, including Federal and State funding, United Way, local municipalities, contracts, grants, Medicaid reimbursements, Fare box, tickets, and monthly passes.

He said about two-thirds of TAPS' business is through pre-paid fares. They have also enacted an online store where citizens can purchase fares and passes.

TAPS is currently replacing \$4.2 million in fleet and Mr. Underwood said they would add 37 new busses by June 2013. The money is funded through a nationwide

competitive grant of which only nine agencies in Texas received money. TAPS received \$4.2 million and is purchasing several different types of vehicles.

Mr. Underwood said TAPS offers fixed routes and demand/response service in the “urbanized area” of Sherman and Denison. This included 191,045 trips in FY 2011-2012. Of these trips, 19% were for elderly and/or disabled and 34% were for students.

There are also specific routes for both Austin College and Grayson College. The “Roo Route” and the “Viking Route” serve students free of charge and pick up students at each college every hour on the hour.

TAPS also offers a shuttle service to DFW Airport and added Love Field Airport in November 2012. This is a response service and requires a three day prior reservation. Cost of the service is \$40 one way.

Service is also offered to the DART Station at Parker Road on a daily basis, five days a week. The pick-up location is the TAPS Sherman Office. TAPS also has new Park and Ride Locations at Midway Mall and at the Morton Street Plaza in Denison.

Mr. Underwood said TAPS’ newest route is the Red River Route, which was launched in the Fall of 2012. It includes the “Storm Route” which goes to Southeastern Oklahoma State University, the “Red River Route” which goes to Choctaw Resort, and the “Victory Life Route” which goes to Victory Life Academy private school in Durant, Oklahoma.

Upcoming projects include a Veterans Project which would transport veterans to the Bonham VA and the Dallas VA. TAPS is currently working with the Bonham VA Hospital to bring veterans from Grayson County to their bus in McKinney for transport to the Dallas VA. They are also working with several organizations to determine the best way to serve local veterans.

Mr. Underwood said TAPS is planning construction of a new North Texas Regional Transportation Center on Texoma Parkway. They have outgrown their current facility. They are in the process of procuring an architect and applying for the remainder of the Federal money needed to construct the facility. Several other organizations will also be housed in the Center.

**Evans Okeri Mosieue, 2101 N. Hoard**

Mr. Mosieue asked about the possibility of plans to provide rides between Sherman and Texas A&M Commerce.

Mr. Underwood explained that the route would cross two separate rural transit districts. There are plans to work the eastern part of Texas, including Hunt and Lamar Counties. If

that service becomes available, that would include Texas A&M Commerce. The project is for veterans, but would include the college.

**CONSIDER CALLING A SPECIAL MEETING OF THE CITY COUNCIL TO RECEIVE A GENERAL SERVICES OVERVIEW AND FINANCIAL AND COMPREHENSIVE MASTER PLAN UPDATES**

Mayor Wacker explained that this Special Meeting would be the first step in the annual budget process. Council Members discussed what days they would be available.

**ACTION TAKEN.**

Motion by Council Member Smith to schedule a Special Meeting of the City Council for March 13, 2013 at 12 noon, to receive a General Services Overview and Financial and Comprehensive Master Plan Update.

Second by Council Member Softly.

VOTING AYE: Howeth, Johnson, Plyler, Smith, Sofey, Softly.

VOTING NAY: None.

MOTION CARRIED.

**REPLAT APPROVAL OF LOTS 5 AND 6, BLOCK 3, WILSONWOOD ESTATES, CONTAINING 2.01 ACRES: VICTOR S. PANTUSO AND TAMMY E. ROQUE, OWNERS: SARTIN & ASSOCIATES, INC., SURVEYORS (2900 SOUTH CATHLEEN LANE AND 6516 CAROLYN COURT)**

The City Council approved the Replat of Lots 5 and 6, Block 3, of Wilsonwood Estates, located at 2900 South Cathleen Lane and 6516 Carolyn Court. The 2.01 acre tract is located in Wilsonwood Estates Subdivision off of O.B. Groner Road. The owners would like to replat the property into one lot for residential development.

The Planning and Zoning Commission recommended approval of the Replat.

CONSENT AGENDA.

**CITIZENS REQUESTS**

There were no citizen's requests.

**MEDIA QUESTIONS**

There were no media questions.

**COUNCIL COMMENTS**

**TAPS PRESENTATION**

Council Member Johnson thanked Mr. Underwood for his presentation on TAPS and thanked the Board for their continued work. He said it was exciting and great for Sherman and the entire North Texas region.

**TYSON FRESH MEATS ANNOUNCEMENT**

Council Member Johnson thanked Tyson Fresh Meats for their continued investment in Sherman and added he looked forward to the increase in jobs.

**SET CALLED MEETING  
(MARCH 13, 2013)**

**APPROVE REPLAT  
WILSONWOOD  
ESTATES  
(2900 S. CATHLEEN &  
6516 CAROLYN CT)**

**CITIZEN'S REQUESTS**

**MEDIA QUESTIONS**

**TAPS PRESENTATION**

**TYSON FRESH MEATS  
ANNOUNCEMENT**

**BUILDING FEE STUDY**

Mayor Wacker asked for information on a building fee study to look at comparisons with Sherman's peer cities. Mr. Olson confirmed that this would include permit fees.

**TOURISM DEPARTMENT**

Mayor Wacker introduced Diana Adair as the new Tourism Manager for the City of Sherman. She has lived in the Texoma region since 2007 and previously worked with many of the non-profits in the area, such as the Community Series, Women Rock, Sherman Community Players, and the Oklahoma Shakespeare Festival.

**ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 5:32 p.m.

**BUILDING FEE  
STUDY**

**TOURISM  
DEPARTMENT**

**ADJOURNMENT**

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**MAYOR**

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**CITY CLERK**

# TAPS Public Transit

## An Overview



Brad Underwood, CEO  
TAPS Public Transit

# TAPS Service Area



# Agency Overview



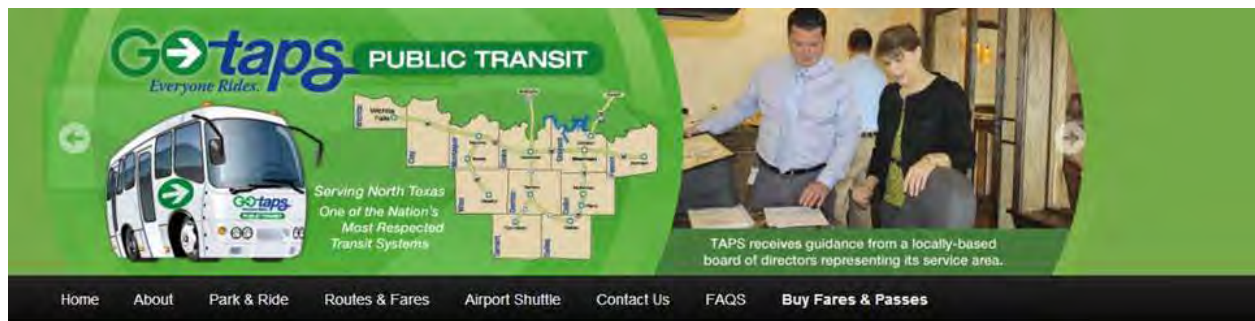
- ◆ Founded in 1986 as a nonprofit, political subdivision of the State.
- ◆ \$11.8M Annual Budget
- ◆ Total of 94 buses in operation.
- ◆ Operates 6 days per week, from 4:00 AM until 1:00 AM.
- ◆ Approx. 375,000 trips projected for 2013

# TAPS Funding Sources



- ◆ Federal/State Funding  
(Prior to Map 21):
  - ◆ 5311- Rural
  - ◆ 5310- Elderly and Disabled
  - ◆ JARC and New Freedom
- ◆ United Way
- ◆ Local Municipalities
- ◆ Contracts
- ◆ Grants
- ◆ Medicaid Reimbursements
- ◆ Fare box, tickets, monthly passes





**Online Store**  
BUY FARE TICKETS & PASSES ONLINE

Home > TAPS Online Store

PURCHASE FARES, PASSES & TRIPS

**EMPLOYEE EXPRESS**

• Peterbilt Denton  
• Alorica Durant

Employee Shuttles (2)

**ST. MARY'S SCHOOL**

• St. Mary's Catholic School

St. Mary's School (3)

**AIRPORT SHUTTLE**

• Texoma to/from DFW or DAL  
• Individual or Family/Group rate

Airport Shuttle (8)

**MONTHLY PASSES**

• Go Red River Route Texas-Oklahoma  
• TEX-Express to DART Plano

Commuter Pass (3)

SHOPPING CART CONTENTS

No products in the cart.

**HOW TO BUY FARES & PASSES ONLINE**

You can buy online any kind of fare or pass that TAPS offers.

This includes individual fare tickets, fare passes (up to \$20 in value), or monthly

**COLLEGE PASSES**

• SOSU Durant

SOSU (1)

**TRIP FARES**

• Use like cash to pay for trips on any route, anytime

Trip Fares (4)

**MONTHLY PASSES**

• In-Town Single Town Area  
• Out-of-Town 6 County Area

System Passes (5)

**MULTI-FARE PASS**

• Use like cash to pay for trips on any route, anytime

Prepaid Fares (3)

# Fleet Replacement

- ◆ \$4.2 Million in Fleet Replacement
- ◆ 37 New Buses by June 2013
- ◆ Mix of Units:
  - ◆ MV-1s
  - ◆ Type III
  - ◆ Heavy Duty Buses



# Urbanized Area: Sherman-Denison

- ◆ Mix of Fixed Routes and Demand/Response
- ◆ 191,045 trips in FY 2011-2012
  - ◆ Approx. 19% (36,000+) were elderly and/or disabled clients
- ◆ Approx. 34% of trips (64,000+) were students



# Austin College "Roo Route"



**DON'T DRIVE...RIDE!**

**taps ROO ROUTE**

**DAILY SHUTTLE SERVICE**

**SAFE & DEPENDABLE  
OPEN TO THE PUBLIC**

**SERVICE TIMES**  
**MONDAY-SATURDAY**  
**4:00 PM - 12:00 AM**

**SPONSORED BY:**

- 10% Off All Items
- 20% Discount
- Buy 1 10" Pizza Get 1 10" Pizza 1/2 Price
- 15% Discount
- FREE Bagel with Any Purchase

**STUDENTS RIDE FREE**

**GO GREEN WITH US**

more info...  
**800-256-0911**  
[tapsbus.com/ride](http://tapsbus.com/ride)

**taps**

**AUSTIN COLLEGE**

- Total Unlinked Trips: 18,426
- All Austin College Students ride free
- Trip growth to date: 34.6%



# Grayson College "Viking Route"

- Total Unlinked Trips: 56,887
- All Grayson College Students ride free
- Trip growth to date: 47.8%



**taps**  
**VikingRoute**  
DAILY SHUTTLE SERVICE

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SOSU Storm  
Route



Red River Route

Victory Life Route

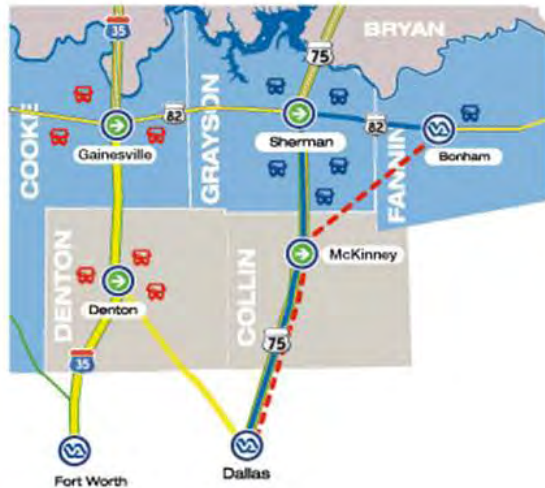


# Red River Route



PUBLIC TRANSIT

# Upcoming Projects



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# Upcoming Projects



## North Texas Regional Transportation Center



# Upcoming Projects



North Texas Regional Transportation Center



1

davidbaca  
ARCHITECT



North Texas Regional Transportation Center



3

davidbaca  
ARCHITECT

Regional Impact



## North Texas Regional Transportation Center





# Questions

Brad  
Underwood

bradunderwood@tapsbus.co  
m





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. B.1

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5766  
Providing for Permanent “Stop” Signs at the Intersection of North Holly Avenue  
and Hillcrest Drive within the City Limits of the City of Sherman; Providing for a  
Penalty Provision**

**Issue**

To consider introducing, seeking public input, and adopting an ordinance providing for permanent “Stop” signs at the intersection of North Holly Avenue and Hillcrest Drive, stopping northbound and southbound traffic on North Holly Avenue

**Background**

Staff received a citizen request for the “Stop” signs and evaluated the request based on the criteria set forth by the Texas Manual of Uniform Traffic Control Devices. The signs have been up for a 90-day trial period with no complaints or issues noted.

**Origination**

Citizen Request and Engineering

**Financial Consideration**

The City’s cost for installing the signs, totaling approximately \$340.00 (time and materials)

**Staff Recommendation**

It is recommended that the City Council adopt the proposed ordinance.

**Alternatives**

As directed by the Council

**Attachments**

Ordinance No. 5766

Exhibit (Location Map)

**Prepared by:**  
Clay Barnett, City Engineer

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

## **ORDINANCE NO. 5766**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT “STOP” SIGNS AT THE INTERSECTION OF NORTH HOLLY AVENUE AND HILLCREST DRIVE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That, from and after the passage of this ordinance, permanent “Stop” signs shall be in place at the following locations within the corporate limits of the City of Sherman, Texas:

At the intersection of North Holly Avenue and Hillcrest Drive, stopping northbound and southbound traffic on North Holly Avenue, as shown by the exhibit attached hereto and incorporated herein for all purposes.

**SECTION 2.** That the City Engineer is directed to designate this action by the appropriate markings and signs.

**SECTION 3.** That, from and after the erection of the stop signs herein authorized, it shall be unlawful for the driver of any vehicle approaching such stop signs to fail to bring such vehicle to a complete stop at a clearly-marked stop line; but, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. Violators of this ordinance shall be subject to fine as provided in Section 1-6 of the Code of Ordinances of the City of Sherman, Texas, codified.

**SECTION 4.** 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 5.** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 6.** That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

**INTRODUCED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ADOPTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**EFFECTIVE DATE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**



**Sherman**  
CLASSIC TOWN, BROAD HORIZON.  
Engineering Department

Stop Signs at Holly and Hillcrest





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. B.2

### ADOPTION OF ORDINANCES

**Consider Adoption of Ordinance Number: 5766**

**B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5766**

Providing for Permanent “Stop” Signs at the Intersection of North Holly Avenue and Hillcrest Drive within the City Limits of the City of Sherman; Providing for a Penalty Provision



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. B.3

### 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.3 \* RESOLUTION NO. 5745**

Amending the 2012-2013 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2012, through September 30, 2013

**C.4 \* RESOLUTION NO. 5746**

Rescinding Resolution No. 5740 in its Entirety which Authorized the Execution of an Agreement with Mario Tobar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1912 East Alma Avenue

**C.5 \* RESOLUTION NO. 5747**

Authorizing Execution of an Agreement with Mario Tobar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1908 East Alma Avenue

**D.1 \* PAYMENT APPROVAL**

State of Texas, Acting By and Through the Texas Department of Transportation; Advance Funding for an Urban Area Corridor Project (Relocation of the Southbound US 75 Exit Ramp to FM 1417); \$400,000.00

**D.4 \* OTHER BUSINESS**

Site Plan Approval and Exception for American Realty Capitol Operating Partnership, LP, Owners; FedEx Ground Package Handling Facility, Tenant; Vortex Engineering & Architecture, Inc., Engineer/Architect; and Robert W. Jones, II, Representative, under Ordinance No. 2252, Article IV, Section 410(2)(j) and 410(2)(m) to Allow Aluminum Siding for the Installation of Two Modular Docks for FedEx Ground in Lieu of Masonry or Factory Finished Metal Panels in the Blalock Industrial Park District at 3221 Northgate Drive



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. C.1

### **RESOLUTION NO. 5743** **Authorizing the Naming of Cinema Drive**

#### **Issue**

Authorize the naming of Cinema Drive, from Canyon Grove Road to the US Highway 82 Frontage Road

#### **Background**

The proposed Cinema Drive is a roadway that was constructed to alleviate traffic congestion on Travis Street and Canyon Grove Road. A-S 78 Hwy 82 – Pecan Grove, L.P. dedicated the property for the new street and has requested the City Council name the street Cinema Drive.

#### **Origination**

A-S 78 Hwy 82 – Pecan Grove, L.P.

#### **Financial Consideration**

Approximately \$75.00 for street signs

#### **Staff Recommendation**

It is recommended that the City Council approve the naming of Cinema Drive.

#### **Alternatives**

The street name could remain unnamed.

#### **Attachments**

Resolution No. 5743

Sketch

**Prepared by:**  
**Clay Barnett, City Engineer**

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

**RESOLUTION NO. 5743**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE NAMING OF CINEMA DRIVE; 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, from and after the effective date of this resolution, the north-south street between Canyon Grove Road and the US Highway 82 Frontage Road, dedicated by Gift Deed in Volume 4999, Pages 897-903 of the Deed Records of Grayson County, Texas, shall be known as Cinema Drive, the location of which is shown on the attached Exhibit "A".

**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 \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

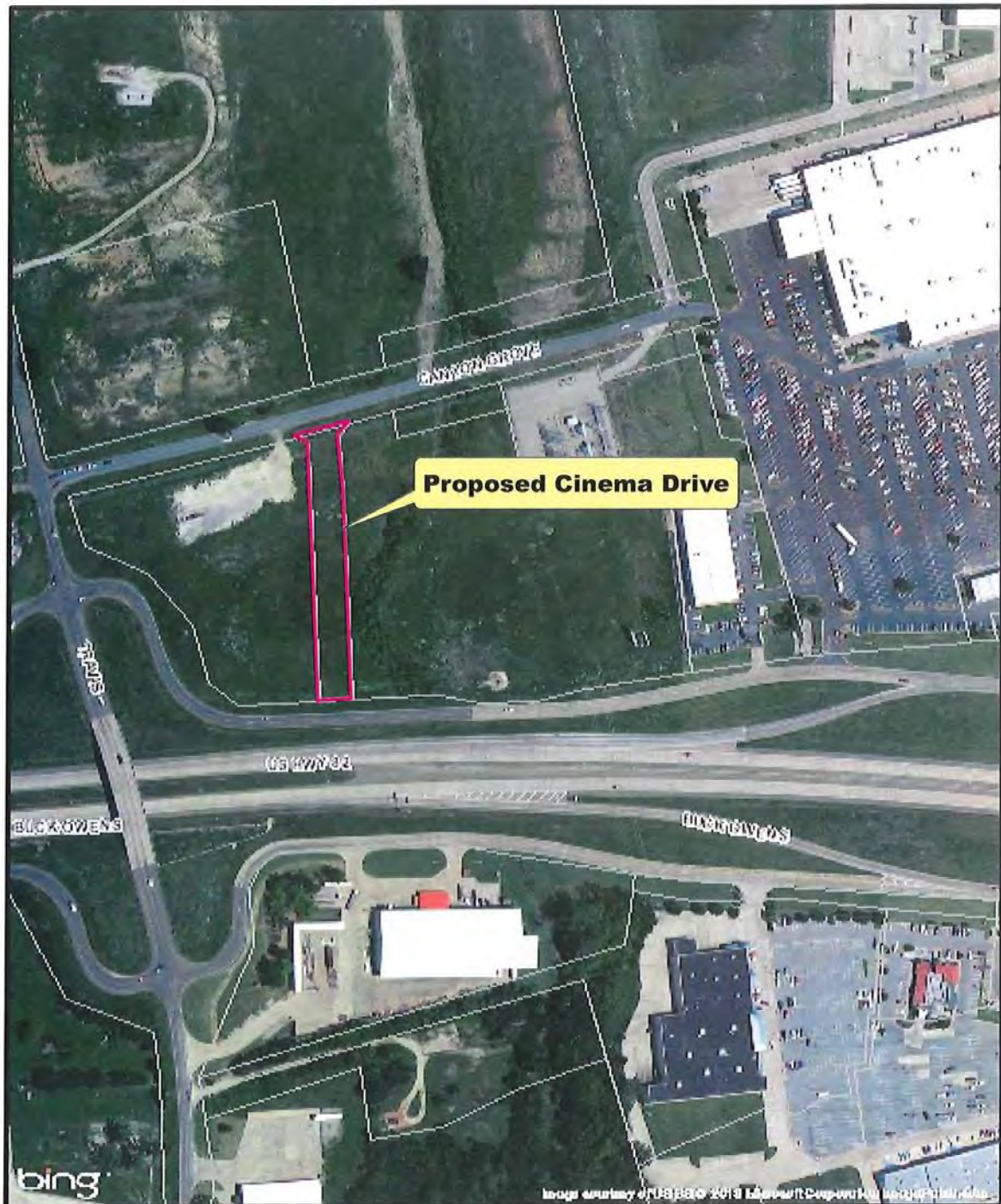
**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**

Exhibit "A"



*Sherman*  
CLASSIC TOWN. BROAD HORIZON.  
Engineering Department

240 120 0 240 Feet





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. C.2

### **RESOLUTION NO. 5744**

#### **Authorizing Execution of an Agreement with Kelly Square, Inc. under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 115 South Travis Street**

#### **Issue**

Agreement with Kelly Square, Inc. for a Building Restoration and Improvement Grant for improvements to a historically significant, Central Business District property at 115 South Travis Street

#### **Background**

The City Council has allocated \$25,000.00 of the Hotel-Motel Occupancy Tax revenues for the 2012-2013 fiscal year to a Building Restoration and Improvement Grant Program, designed to stimulate substantial, visible, and permanent improvements to historically significant commercial buildings and to spur interest in vacant and underutilized buildings of historical value, in the Central Business District. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of \$25,000.00 per project. In all cases, applicants are required to provide matching funds at a ratio of four to 1 (4:1). Each grant is packaged as a forgivable loan with a lien placed on the property. The lien is released at the end of five years provided that, for the duration, the business remains open, operative, and free of graffiti and blight; taxes are kept current, and the property remains in compliance with all Development Services Department and Fire Department work orders. Projects must begin within 90 days of permit approval and be completed within twelve months.

This application from Kelly Square, Inc. is the fifth received under the program. The project is to restore the historic structure established in 1870 and located at the northeast corner of South Travis Street and Houston Street and the east side of the square in Downtown Sherman. The lowest bid for the proposed renovation work is \$50,582.00; thus, at 25% reimbursement, the grant would be for \$12,645.50. The applicants have provided proof of the property's historical significance.

#### **Origination**

Robert W. Minshew, President of Kelly Square, Inc.

#### **Financial Consideration**

The 2012-2013 Hotel-Motel Tax Fund contains an allocation of \$25,000.00 for this incentive program for the Central Business District. Grants are at the discretion of the City Council; and

any amount up to \$25,000.00 may be awarded. No other grants have been requested or awarded by the City Council this fiscal year.

**Staff Recommendation**

As the application meets the requirements of the program, it is recommended that the City Council consider an award to Kelly Square, Inc.

**Alternatives**

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

**Attachments**

Resolution No. 5744

Agreement

Program, Application and Supporting Documents

Location Map

**Prepared by:**

**Robby Hefton, Assistant City Manager/CFO**

**Approved by:**

**George Olson, City Manager**

**RESOLUTION NO. 5744**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH KELLY SQUARE, INC. UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 115 SOUTH TRAVIS STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Kelly Square, Inc. for improvements to 115 South Travis Street under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY: \_\_\_\_\_**  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY: \_\_\_\_\_**  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY: \_\_\_\_\_**  
**BRANDON S. SHELBY,  
CITY ATTORNEY**

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

**AGREEMENT**

**THIS AGREEMENT** is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Sherman, a municipal corporation of the State of Texas, hereinafter referred to as “City”, and Kelly Square, Inc., hereinafter referred to as “Applicants.”

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

**THEREFORE**, the Applicants and the City certify and agree to the terms and conditions as set forth below:

**I.  
TERMS OF AGREEMENT**

1. **Ownership and Grant Program.** The Applicants represent and presented documentation that they are the owners of or tenants in good standing of a certain property located at 115 South Travis Street in the City of Sherman, Grayson County, Texas, hereinafter referred to as “Property,” lying within an area where the City is conducting a Central Business District Historic Building Restoration and Improvement Grant Program as described in the Program’s “Guidelines and Policies,” a copy of which has been provided to the Applicants and is attached hereto as Exhibit “A” and made a part of this Agreement for all purposes, a copy of which has been provided to the Applicants.
2. **Property Description and Eligibility.** The Property is of commercial, retail, service, professional and/or office use, and Applicants’ proposed improvements to the Property listed in the Central Business District Historic Building Restoration and Improvement Grant Program Application are eligible improvements as described in the Program’s Guidelines and Policies. Applicants state that all of the information contained in the application is truthful and discloses sufficient information so as not to be misleading. The submitted application is attached hereto as Exhibit “B” and incorporated into this Agreement for all purposes.
3. **Compliance with Codes.** All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.

4. **City Approval for Work.** Only the work that is agreed to by the City and the Applicants, which will be outlined in a formal written notice to proceed to be provided to the Applicants by the City upon Application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. Any work that is begun by the Applicants prior to receiving a written notice to proceed from the City will not be eligible for reimbursement.
5. **Rebate/Reimbursement.** The City will rebate a portion of the cost of eligible building improvements as described in the Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following supporting documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.
6. **Lien.** Upon completion of the work, the City shall record a conditional lien on the property in the full amount of the City's monetary grant to Applicants and the Applicants consent to such lien. The lien shall remain in effect until the terms and conditions in Exhibit "A" have been fully complied with or the lien in favor of the City has been paid in full.
7. **Display of Sign.** After the work has been completed, Applicants shall display a sign or banner (provided by the City) indicating participation in the Central Business District Historic Building Restoration and Improvement Grant Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.
8. **City Access to Building.** Applicants agree to allow the City or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Central Business District Historic Building Restoration and Improvement Grant Program work.
9. **Work Payment and Personnel.** In accordance with the terms of this Agreement, the Applicants shall hire all personnel and pay for all labor, materials, tools, transportation, services, City licenses and permits necessary to perform or cause to have performed, and all work as specified in the Application. Applicants are aware of Labor Code Section 3700, which requires worker's compensation insurance or self insurance for employees.
10. **Time Period for Work.** Upon the signing of this Agreement, the Applicants shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit and be completed within twelve (12) months thereafter. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicants will be permitted.
11. **Notice and Compliance with Laws.** The Applicants shall give all notices required and comply with all applicable laws, ordinances and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.

12. **No City Liability.** Applicants understand and agree that the City and their officers, agents, and employees, shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements.
13. **Proper Use of Hotel/Motel Tax Revenues.** Applicants acknowledge that they are aware that the money being provided to them through this agreement comes from the City's Hotel/Motel Tax revenues; and Applicants further acknowledge and agree that they have independently determined that the project contemplated by this agreement and the submitted application complies with the State law regarding the use and application of such money, as set forth in the Texas Tax Code at Chapter 351, Section 351.101 and, in particular, that the project will enhance and promote tourism by attracting visitors from outside the City and the project will enhance the historical restoration, rehabilitation, or preservation of a historic structure. Applicants further acknowledge and agree that, if the project is determined at any time not to comply with Chapter 351 of the Texas Tax Code, any and all money acquired from the City by Applicants for this project shall be immediately and fully reimbursed to the City.

## II. GENERAL TERMS

### *Assignment of Agreement*

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### *INDEMNIFICATION*

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

### *Successors and Assigns*

City and Applicants each bind themselves, their partners, successors, assigns, and legal representatives to the other parties hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

### ***Severability and Conflict***

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

### ***Captions***

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

### ***Choice of Law: Venue***

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

### ***Binding Authority***

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

### ***Entire Agreement***

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

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

**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS:**

**APPLICANTS:**

**KELLY SQUARE, INC.**

**By:** \_\_\_\_\_  
**George Olson, City Manager**

**By:** \_\_\_\_\_  
**Robert W. Minshew, President**

**Address:** P. O. Box 758  
Sherman, Texas 75091  
**Phone:** 903.868.0545

**APPROVED AS TO FORM  
AND CONTENT:**

**By:** \_\_\_\_\_  
**Brandon S. Shelby,**  
**City Attorney**



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

**GUIDELINES AND POLICIES**

The Building Restoration and Improvement Grant Program is designed to stimulate improvements to existing historically significant buildings in the Central Business District of the City of Sherman, Texas, to promote tourism, to enhance the physical appearance and economic vitality of downtown Sherman, and to promote joint public/private investment to complement ongoing historical revitalization efforts.

**Program Objectives and Available Assistance**

- To make positive, high-impact visual improvements to historically significant commercial buildings by providing an overall enhanced image for downtown Sherman, thereby attracting visitors to shop, dine, and do business in the Central Business District
- To provide a maximum of \$25,000.00 per project as a matching monetary incentive, a grant packaged as a forgivable loan with a conditional lien placed on the subject property, to the owners of historically significant commercial properties in the Central Business District for high-quality improvements to their properties
- In all cases, the applicant must provide matching funds at a ratio of four to one (4:1); meaning that, for every \$4.00 the applicant invests in the renovation or improvement of the subject property, the City will reimburse \$1.00 of qualified expenditures, up to the maximum grant authorized by the City Council not to exceed \$25,000.00 per project

**Eligibility Requirements**

- Assistance under this program will be considered subject to the availability of funding.
- Historic buildings within the downtown improvement area (map attached) that are of a commercial, retail, service, or professional use are eligible to participate in the program.
- For mixed-use historic buildings, only the portion of the building that is commercial, retail, service, or professional is eligible.
- The building to be improved must have historical significance either from an architectural point of view or a historical use or event that would tend to attract tourists to the buildings location.

**Minimum Guidelines**

- Buildings improved with funds from this program must remain open, operative, and free of graffiti and blight for a period of five (5) years from the date of agreement and until the lien is released.
- Tax payments for the subject property shall be up-to-date at the time of application and kept current throughout the five-year grant period.

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

#### **Application Prioritization**

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

#### **Eligible Improvements**

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

- New commercial or mixed-use construction
- Commercial code compliance renovations
- Permanent commercial interior remodeling improvements
- Permanent commercial site (exterior) improvements
- Compliance with Americans with Disabilities Act (ADA) for commercial properties
- Work necessary to bring the structure up to life-safety code standards
- Installation, repair, and replacement of exit (exterior) doors and hardware
- Repair, replacement, or addition of exterior shutters and awnings/canopies
- Repair, replacement or purchase of signs (when performed as part of an overall façade improvement)
- Repair and replacement or installation of interior and exterior stairs, porches, railings, and exit facilities
- Repair and rebuilding of interior and exterior walls, including cleaning, sealing, tuck pointing and painting

- Repair or replacement of frames, sills, glazing, replacement of glass and installation of new windows
- Installation of permanently affixed landscaping, such as stone or brick planters
- Installation, repair, or replacement of exterior lighting
- Mechanical, including rewiring, replumbing, insulation, mechanical systems/climate control

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

#### **Ineligible Improvements**

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

#### **Property Lien**

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

#### **Application Process**

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

- After reviewing the program guidelines, the Applicant will meet with City staff to discuss the desired work to be undertaken. If the proposed work is within the program guidelines, as determined exclusively by City staff, a completed application is submitted to the City. Written bids, sketches, color samples, and material supplies should be included.
- The Applicant is responsible for submitting plans and specifications to the City and obtaining all required planning and building permits, and any other applicable approvals, with the assistance of City staff.
- The Sherman City Council will consider the recommendations made by the City staff and will make its decision in a public meeting. The Council's decision will be made by adopting a resolution, which will authorize the City Manager to enter into a grant agreement with the Applicant.
- With the Council's authorization, the City Manager will cause the necessary documents to be drawn up and will sign the grant agreement.
- Upon approval, the City will send a "Notice to Proceed" to the Applicant. The Applicant may proceed with the planned building improvements pursuant to the approved design and issued permits. All payments for the work should be made by the Applicant and supported by clearly defined invoices outlining eligible work. Work shall commence within ninety (90) days of the approval date of the building permits. Extensions may be granted solely at the discretion of City staff.
- City staff will monitor the ongoing progress during construction to ensure that the work is performed according to the approved application and plans. No changes to work shall be made without the written consent of both the Applicant and the City. Approved "Change in Work" forms will be attached to the original application, dated and signed by the City Manager.
- Deviations from approved plans and specifications may disqualify the Applicant from this grant program.
- Once the work is completed, the City will record a conditional lien, good for five (5) years, on the subject property to be released upon completion of the program requirements.
- Funds will be disbursed upon completion of the project. City staff will conduct a final inspection before the grant funds will be disbursed to the Applicant. A Certificate of Approval will be issued to the Applicant.
- Reimbursement claims for all eligible expenses must be submitted with the following supporting documents.
  - A completed Rebate Claim form supplied by the City of Sherman
  - Any applicable planning and building permits
  - Cancelled checks and paid invoices/receipts for eligible work

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

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

**Loan Applications**

The loan application requires:

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

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

George Olson  
City Manager  
City of Sherman

Physical Address:  
Sherman City Hall, City Manager's Office  
220 West Mulberry Street  
Sherman, Texas 75090

or  
Mailing Address:  
P. O. Box 1106  
Sherman, Texas 75091-1106

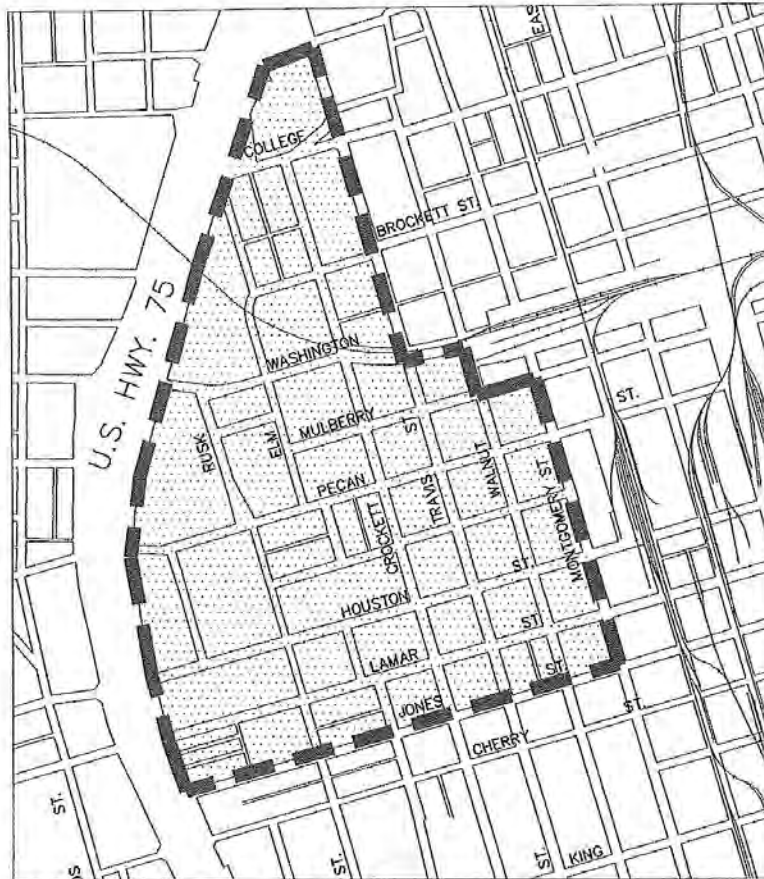
Telephone: (903) 892-7201  
Facsimile: (903) 892-7355  
E-Mail: [georgco@ci.sherman.tx.us](mailto:georgco@ci.sherman.tx.us)

Scott Shadden  
Developmental Services Director  
City of Sherman

Physical Address:  
Sherman City Hall, Building Inspection  
220 West Mulberry Street  
Sherman, Texas 75090

or  
Mailing Address:  
P. O. Box 1106  
Sherman, Texas 75091-1106

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



CITY OF SHERMAN, TEXAS  
 CENTRAL BUSINESS DISTRICT  
 HISTORIC BUILDING RESTORATION  
 AND IMPROVEMENT GRANT PROGRAM  
 Department of Developmental Services





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

FOR OFFICE USE ONLY

|                                 |                                  |
|---------------------------------|----------------------------------|
| File # _____                    |                                  |
| Assessment Role Number _____    | Assessed Property Value _____    |
| Property Address _____          |                                  |
| _____                           |                                  |
| Date Application Received _____ | Date Application Completed _____ |

CENTRAL BUSINESS DISTRICT HISTORIC  
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

Application

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

**I. Applicant Information**

1. Applicant(s) name: Kelly Square, Inc  
Mailing address: P.O. Box 758  
City: Sherman State: TX Zip: 75091
2. Applicant's daytime telephone number: 903-8680545  
Cell # (903) 814 3905 Facsimile # (903) 8680548  
E-mail address: Rminshew@Kennedyminshew.com
3. Status of applicant (please check one)  
☐ Property owner with vacant facility  
☐ Property owner with tenant business  
☒ Property owner/operator of existing business on property  
☐ Property tenant with property owner consent
4. Owner of property is a/an (please check one)  
☐ Individual  
☐ Partnership (attach copy of Partnership Agreement)  
☒ Corporation/profit (attach copy of Articles of Incorporation)  
☐ Corporation/nonprofit (attach list of officers and directors)  
☐ Trust (attach copy of Trust Agreement)  
☐ Other
5. Length of ownership: 30 years  
Date purchased: 1983 decided to corp 1992

## II. Property Information

1. Address of property to be improved:  
115 S. TRAVIS St.  
Sherman, TX 75090
2. Legal description of subject property:  
see attached deed
3. Tax Assessor Parcel Number(s):  
R 161885 ~~R763643~~
4. Year built: 1870 Square footage: 14,000 x 3 (3 levels)
5. Is this a National Register building? Yes \_\_\_ No ☒ (check one)  
Is this a building of known historical significance? Yes ☒ No ☒ (check one)  
locally only for yes; not nationally
6. What are the current types of businesses occupying the building?  
shops; offices; restaurant
7. Name and phone number of tenant(s), if applicable: \_\_\_\_\_  
(Attach additional names/numbers, if needed)
8. Use of building after construction: Same as present, but restore occupancy to 3rd level w/ elevator
9. Number of parking spaces provided: \_\_\_\_\_ Proposed: \_\_\_\_\_ Total: 35  
(see lot on lawn)
10. Current zoning: C-1
11. Is a zoning amendment required? Yes \_\_\_ No ☒ (check one)
12. Attach architectural and elevation renderings.

## III. Project Description

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

Please note: Applicants should carefully review the "City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies", and discuss all proposed improvements with the City of Sherman's Developmental Services Department prior to completing this application. It is also

recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.

Description: elevator is custom designed for customer operation to reach 2nd level (restaurant & piano bar) and 3rd level (offices). balconies are for outside enjoyment of piano bar enclosure. Building has received many awards and is used for weddings, receptions and many community functions occur there. It received an award from the Shermans Preservation League in 1984.

☒ Designs Attached

☒ Before Picture(s) Attached on balconies

2. How many jobs will be **retained** once the project is completed? Approx 50 full time employees work in Kelly Square. This will help keep them on 2nd & 3rd levels  
 \_\_\_\_\_ Full-time positions \_\_\_\_\_ Part-time positions
3. How many **new positions** will result from this project? unknown  
 \_\_\_\_\_ Full-time positions \_\_\_\_\_ Part-time positions

#### IV. Work Estimates

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

1. Name/Company and Phone Number of Preferred Contractor:  
CLASSIC ELEVATOR COMPANY LLC.  
(903) 421-8133  
 Amount: 34,820 for elevator 15,762<sup>00</sup> for 2 balconies
2. Name/Company and Phone Number of Second Contractor:  
NO one else is qualified to do the elevator - it is custom made for this project  
 Amount: \_\_\_\_\_
3. Additional Estimates/Comments: (Please attach additional quotes, as required)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Total estimated costs of your improvements: 50,582<sup>00</sup>
5. Estimated completion date for your improvements? ASAP - est April, 2013

**V. Historic Significance**

The City's Program for improving the historic buildings of downtown Sherman is being funded through the City's Hotel/Motel Tax revenues, which require that this money may be spent only on historic buildings that would tend to attract tourists. Many factors may indicate a building's historic significance such as age, architectural design, building use, events or significant people. Some of this may be proved through deeds, pictures, books, newspaper articles and the like. Attach to this application all matters that would prove your claim that this is a historic building.

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

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

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

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

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

Sworn to (or declared before me), Robin Willeford, a Notary Public in and for the State of Texas, on this the 18<sup>th</sup> day of February, 2013.

Robin Willeford

Applicant

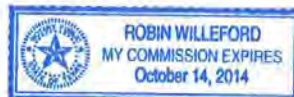
Co-Applicant

Kelly Squave, Pres. Robert Minschew  
Property Owner (if different from Applicant) Pres.

Robin Willeford

Notary Public, State of Texas

My Commission Expires: 10-14-14



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

I/We, Kelly Square, Inc,  
am the owner of the land that is the subject of this Application and, for the purposes of the  
Freedom of Information and Protection of Privacy Act, I/we authorize and consent to the use by  
or the disclosure to any person or public body of any personal information that is collected under  
the authority of the \_\_\_\_\_ for the purposes of processing this application.

2-15-13  
Date

[Signature]  
Signature of Owner(s)

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

I/We, \_\_\_\_\_,  
the Owner(s) of the subject property, have reviewed and understand the guidelines and policies  
for the City of Sherman Central Business District Historic Building Restoration and Improvement  
Grant Program, including the requirement of a conditional property lien, and hereby authorize  
\_\_\_\_\_ (Agent) to act on my/our behalf with respect to the  
application.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner(s)

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



*Classic Elevator Company*

301 N Heritage Pkwy 24F  
Sherman, Texas 75092  
(903) 421-8133

February 15, 2013

Bob Minschew  
Kelly Square  
115 S. Travis St.  
Sherman, TX 75090

Re: Kelly Square Elevator  
Sherman, Texas

Dear Mr. Minschew,

We propose to furnish and install all labor and materials, with taxes for the following:

- One elevator for three floors, to include 64 l.f. of handrails to match elevator style and four gates.
- Demolition as needed for elevator installation
- Dust protection and cleanup
- Drawings and permits as required by the City of Sherman

Total Price.....\$34,820.00

Thank you for choosing David Spears and Classic Elevator Company for this project.

Please contact me if you have any questions concerning the above pricing or if you wish to proceed.

Sincerely,



David Spears

*Classic Elevator Company, LLC*

301 N Heritage Pkwy 24F  
Sherman, Texas 75092  
(903) 421-8133

February 15, 2013

Bob Minschew  
Kelly Square  
115 S. Travis St.  
Sherman, TX 75090

Re: Kelly Square Balconies  
Sherman, Texas

Dear Mr. Minschew,

We propose to furnish and install all labor and materials, with taxes and permits for the following:

- Two balconies as designed by your engineer
- According to plans and specs
- Includes all handrails and columns, complete.
- 3/8" x 6" x 12' steel backing installed behind wall for support, two each

Total Price.....\$15,762.00

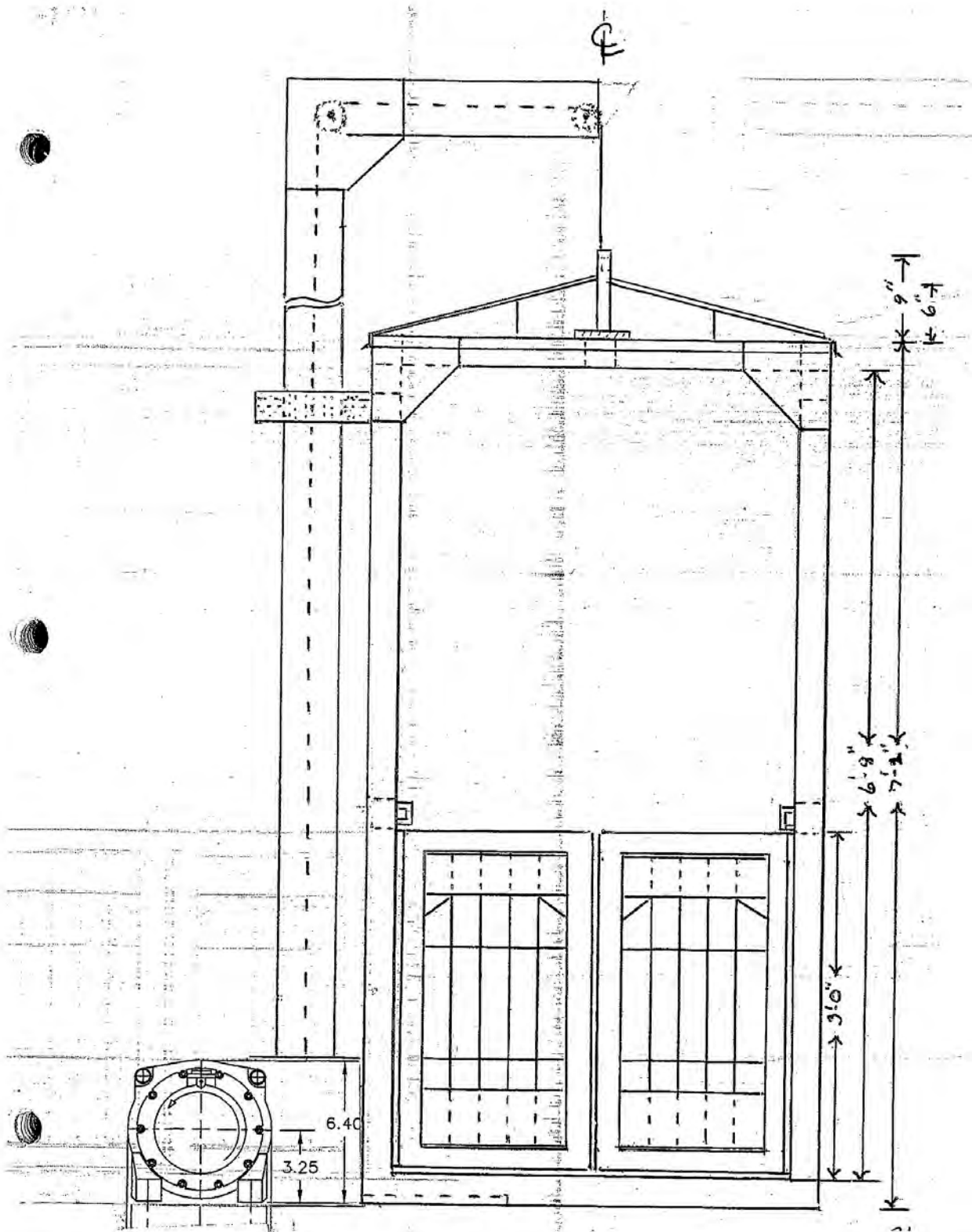
This price excludes removal of windows.

Thank you for choosing David Spears and Classic Elevator Company for this project.

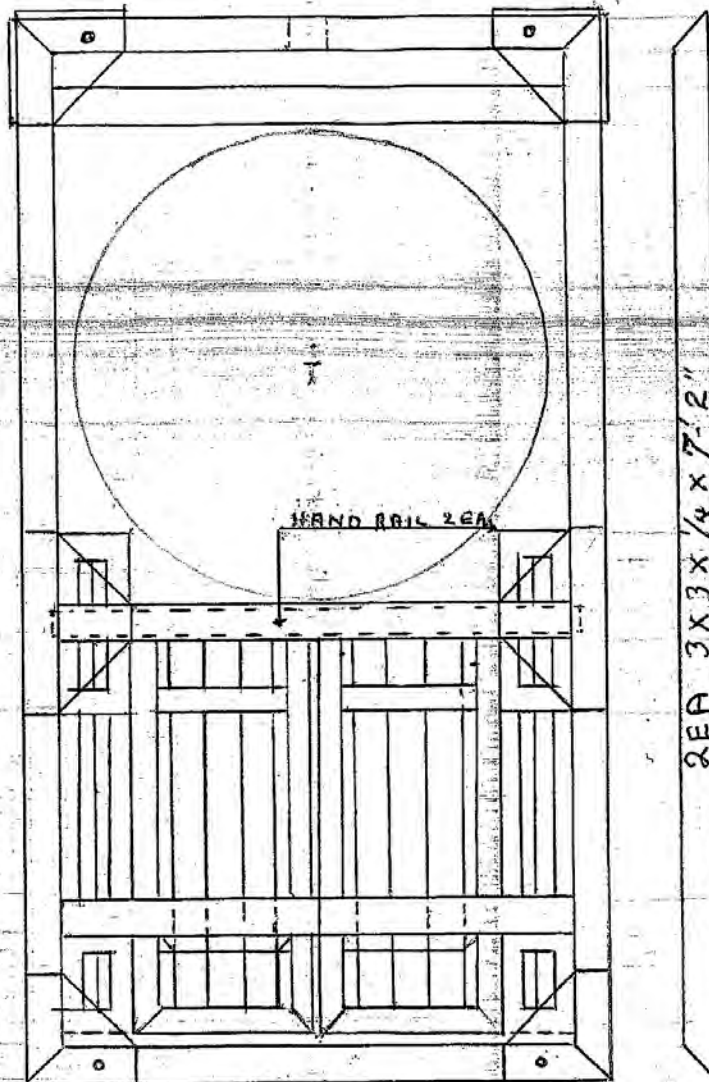
Please contact me if you have any questions concerning the above pricing or if you wish to proceed.

Sincerely,

  
David Spears

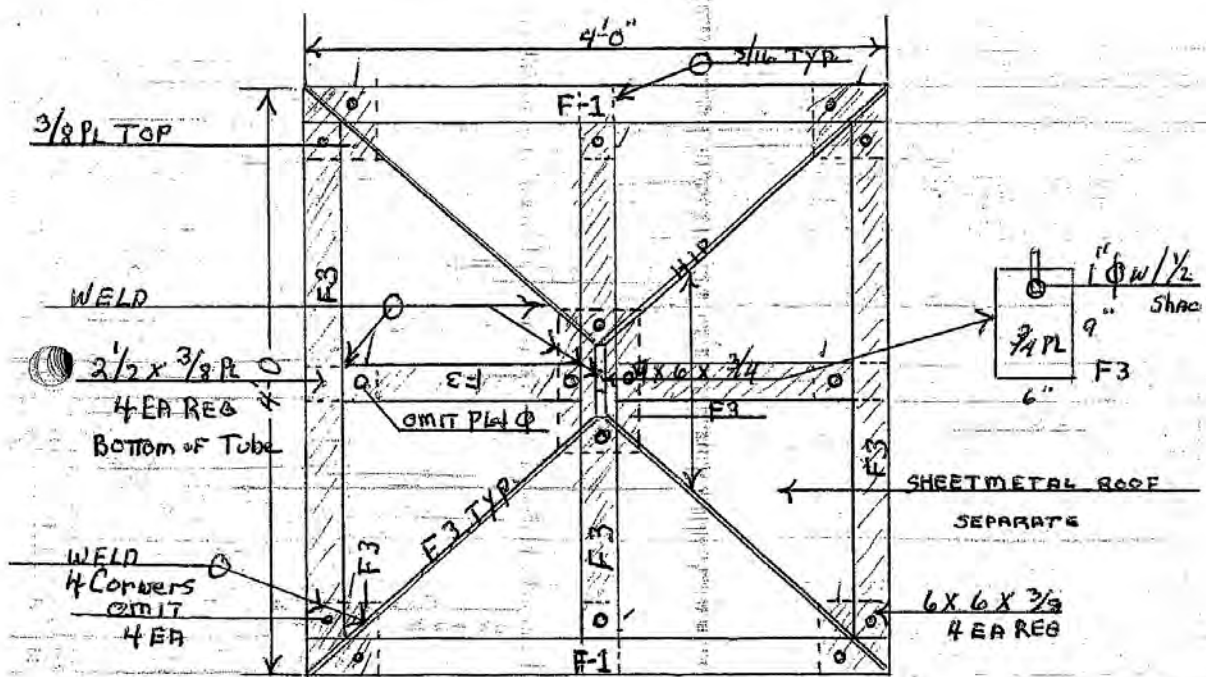


# F 1 FRAME

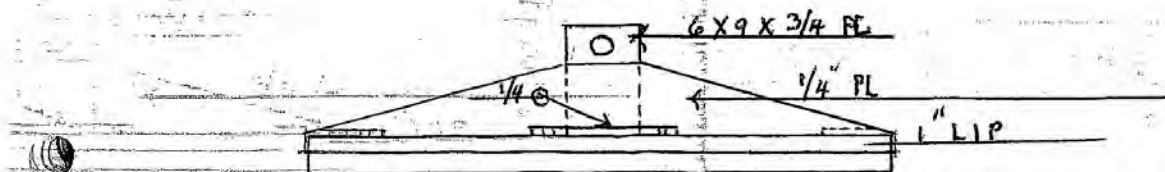


3EA 3X3X  $\frac{1}{4}$  X 3'-6"

2EA 3X3X  $\frac{1}{4}$  X 4'-0"



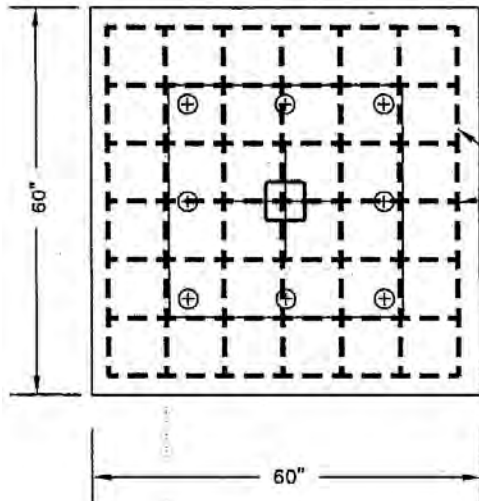
ROOF



THIS DESIGN & DRAWING ARE APPLICABLE TO THE SPECIFIC PROJECT AND LOCATION LISTED ON THIS SHEET. USE OF THIS DRAWING FOR OTHER PROJECTS AND/OR LOCATIONS IS PROHIBITED.

KELLY SQUARE ELEVATOR  
CLASSIC ELEVATOR CO.  
SHERMAN, TEXAS  
JANUARY 13, 2013

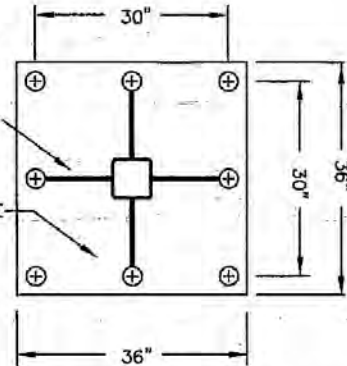
GEORGE KALMON, P.E.  
F-12546  
1814 W. MURRAY ST.  
DENISON, TEXAS 75020  
(903)813-6059



#5 BARS @ 9" O.C.E.W.  
5 MATS @ 12" O.C.

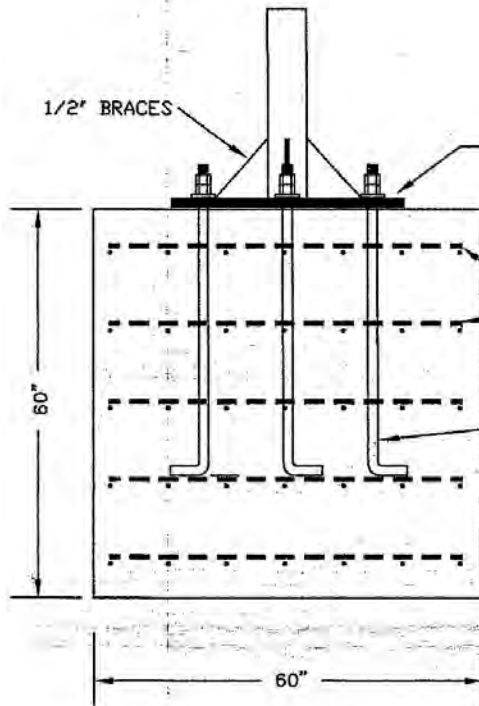
1/2" BRACES

1-1/2" THICK BASE PLATE  
(MINIMUM)



## BASE PLATE DETAIL

1" = 2'



1-1/2" THICK BASE PLATE  
(MINIMUM)

#5 BARS @ 9" O.C.E.W.  
5 MATS @ 12" O.C.

9 EA. A-325 1-1/2" ANCHOR BOLTS  
48" LONG WITH 6" HOOKS

## FOOTING DETAILS

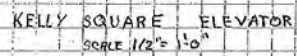
1" = 2'



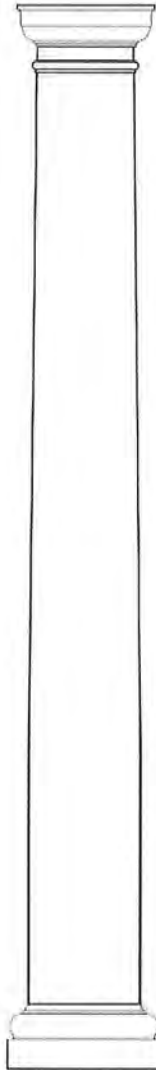
*George Kalmon*

1-13-13





CLASSIC ELEVATOR COMPANY  
SHERMAN, TX.



## COLUMN

Type: Poly-Classic FRP Columns

Style: Tapered Round

Shaft Nominal Bottom Diameter: 8"

Height: 8'

Bottom Net O.D.: 7 5/8"

Bottom Net I.D.: 6 3/4"

Top Net O.D.: 6 19/32"

Top Net I.D.: 5 1/2"

Max Load Capacity: 10,000 lbs.

Additional Notes: Also available in standard flute

## PLAN



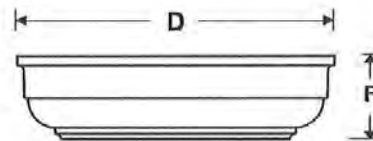
## CAP

Style: Tuscan

Abacus Width (D): 9 7/8"

Capital Height (F): 2 11/16"

Height Variance: 0"



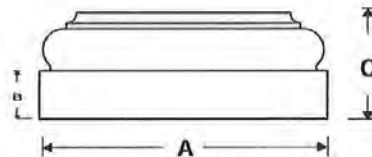
## BASE

Style: Tuscan

Plinth Width (A): 10 7/8"

Plinth Height (B): 1 7/8"

Total Height (C): 4 1/4"



The drawing pictured here is scaled to represent a 12in x 8ft column. It is only intended to be an illustration of your selected column style.

For more information, call 800 423 3311

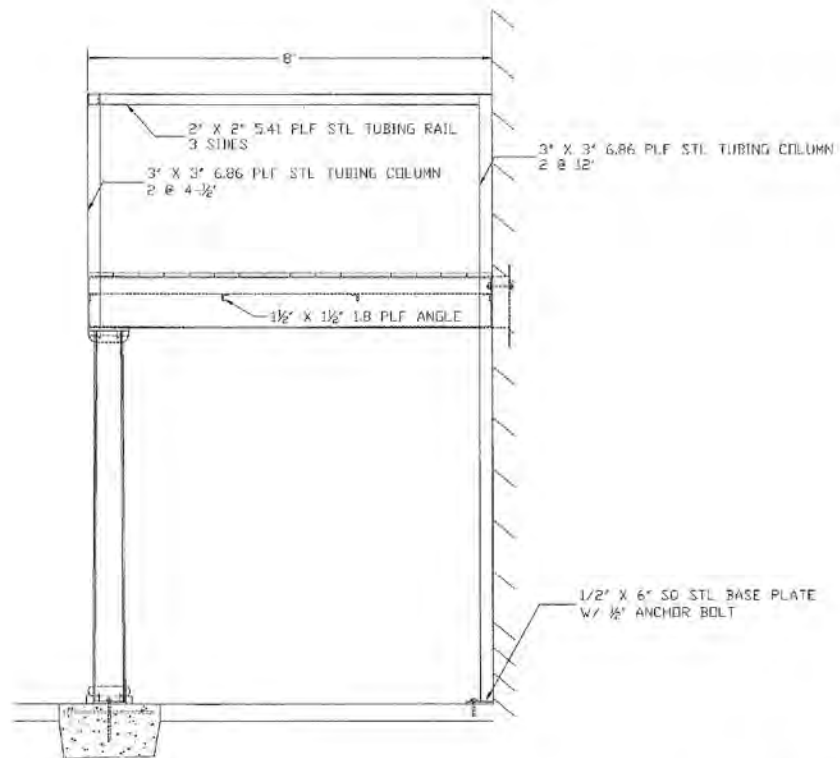
© 2012 Turncraft



BALCONY  
FOR KELLY BUILDING  
115 S. TRAVIS STREET  
SHERMAN, TEXAS

|                  |
|------------------|
| SCALE            |
| DIMENSIONS SHOWN |
| DATE             |
| OCT., 2012       |
| SHEET            |
| 1/3              |

Morris Engineers  
10000 4th St  
Sherman, TX 79150



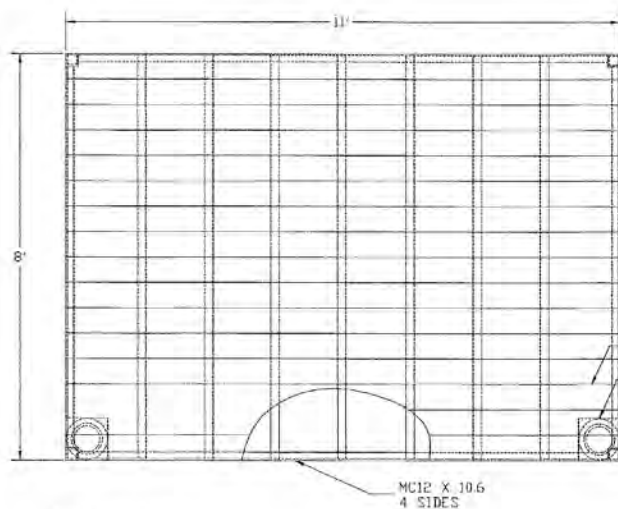
SIDE ELEVATION



MORRIS ENGINEERS  
SHERMAN 903-885-1044 TEXAS

BALCONY  
FOR KELLY BUILDING  
115 S. TRAVIS STREET  
SHERMAN, TEXAS

|                  |
|------------------|
| SCALE            |
| DIMENSIONS SHOWN |
| DATE             |
| OCT., 2012       |
| SHEET            |
| 2/2              |



PLAN

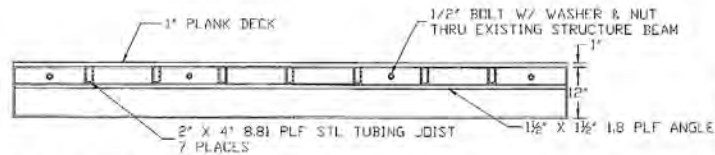
3" X 3" 6.86 PLF STL TUBING COLUMN  
2 @ 12"  
2 @ 4'-1/2"

2" X 4" 8.81 PLF STL TUBING JOIST  
NOTCH TO FIT STEEL BEAM  
MC12 X 10.6  
1 1/2" X 1 1/2" L.B PLF ANGLE

1" PLANK DECK  
10" X 10" X 3/4" BEARING PLATE  
2 PLACES

MC12 X 10.6  
4 SIDES

USE #2 OR BETTER YELLOW PINE FOR WOOD MEMBERS.  
CLOSE OPEN ENDS OF STEEL MEMBERS  
FILLET WELD ALL STEEL MATING SURFACES



SECTION



MORRIS ENGINEERS  
SHERMAN 903-865-1644 TEXAS

BALCONY  
FOR KELLY BUILDING  
115 S. TRAVIS STREET  
SHERMAN, TEXAS

|                           |
|---------------------------|
| SCALE<br>DIMENSIONS SHOWN |
| DATE<br>OCT. 2012         |
| SHEET<br>3/3              |



*Sherman*  
CLASSIC TOWN, BROAD HORIZON.  
Engineering Department

115 S Travis Street

0 25 50 100 150 200 Feet





# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. C.3

**\* RESOLUTION NO. 5745**

**Amending the 2012-2013 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2012, through September 30, 2013**

**Issue**

Appropriating additional funds to increase the fiscal year (FY) 2012-2013 budget for year-end expenditure reconciliation

**Background**

On August 20, 2012, the City Council authorized an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the relocation of the existing southbound US 75 exit ramp to FM 1417, from its existing location to a new location one mile north of FM 1417. This amendment appropriates the funds to fulfill the agreement. SEDCO and the developer will reimburse the City for the full amount. This amendment also appropriates additional funds for the General Fund for fleet and legal expenses and appropriates funds awarded to the City as a result of the police department's drug enforcement activities.

**Origination**

Robby Hefton, Assistant City Manager/CFO

**Financial Consideration**

This budget amendment will increase total authorized expenditures by \$713,000.00 for FY 2012-2013, with a net effect of \$213,000.00.

**Staff Recommendation**

The staff recommends approval of this resolution.

**Alternatives**

As directed by Council.

**Attachments**

Resolution No. 5745

Budget Summary for various funds

**Prepared by:**  
**Robby Hefton, Assistant City Manager/CFO**

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

**RESOLUTION NO. 5745**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2012-2013 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2012, THROUGH SEPTEMBER 30, 2013; 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 2012-2013 budget of the City of Sherman, Texas, be amended as shown below, appropriating and/or allocating the below-described funds in the amounts indicated:

1. General Fund – To appropriate an additional \$193,000.00 for fleet purchases and legal expenses.
2. General Improvement Fund – To appropriate an additional \$400,000.00 for payment to the Texas Department of Transportation (TxDOT) for the FM 1417 ramp reversal.
3. Drug Enforcement Fund – To appropriate an additional \$120,000.00 for expenses related to drug-enforcement activities.

**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 \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**BY: \_\_\_\_\_**  
**CAROLYN S. WACKER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,**  
**CITY ATTORNEY**

**General Fund**  
**Summary of Revenues & Expenditures (Budget Basis)**

|                                          | Original<br>Budget<br>2012-2013 | Adjusted<br>Budget<br>2012-2013 | Amendment<br>3/4/2013 | Amended<br>Budget<br>2012-2013 |
|------------------------------------------|---------------------------------|---------------------------------|-----------------------|--------------------------------|
| <b>Beginning Fund Balance</b>            | <b>\$ 6,713,420</b>             | <b>\$ 6,713,420</b>             |                       | <b>\$ 6,713,420</b>            |
| <b>Revenues</b>                          |                                 |                                 |                       |                                |
| Property Taxes                           | 6,094,500                       | 6,094,500                       |                       | 6,094,500                      |
| Sales Taxes                              | 13,350,000                      | 13,350,000                      |                       | 13,350,000                     |
| Franchise Taxes                          | 2,982,000                       | 2,982,000                       |                       | 2,982,000                      |
| Other Taxes                              | 109,000                         | 109,000                         |                       | 109,000                        |
| Fines & Forfeitures                      | 1,063,200                       | 1,063,200                       |                       | 1,063,200                      |
| Recreation                               | 281,800                         | 281,800                         |                       | 281,800                        |
| Permits & Licenses                       | 234,700                         | 234,700                         |                       | 234,700                        |
| Rentals                                  | 69,700                          | 69,700                          |                       | 69,700                         |
| Cemetery Sales and Services              | 151,200                         | 151,200                         |                       | 151,200                        |
| Sales & Services                         | 499,000                         | 499,000                         |                       | 499,000                        |
| Ambulance Services                       | 1,400,000                       | 1,400,000                       |                       | 1,400,000                      |
| Interest                                 | 70,000                          | 70,000                          |                       | 70,000                         |
| Grants and Miscellaneous                 | 312,850                         | 312,850                         |                       | 312,850                        |
| <b>Total Revenues</b>                    | <b>26,617,950</b>               | <b>26,617,950</b>               |                       | <b>26,617,950</b>              |
| Transfers In                             | 3,670,766                       | 3,670,766                       |                       | 3,670,766                      |
| <b>Total Receipts</b>                    | <b>30,288,716</b>               | <b>30,288,716</b>               |                       | <b>30,288,716</b>              |
| <b>Total Funds Available</b>             | <b>37,002,136</b>               | <b>37,002,136</b>               |                       | <b>37,002,136</b>              |
| <b>Expenditures</b>                      |                                 |                                 |                       |                                |
| Personnel                                | 21,144,408                      | 21,144,408                      |                       | 21,144,408                     |
| Supplies                                 | 1,449,533                       | 1,449,533                       |                       | 1,449,533                      |
| Maintenance                              | 1,201,576                       | 1,201,576                       |                       | 1,201,576                      |
| Utilities                                | 1,397,480                       | 1,397,480                       |                       | 1,397,480                      |
| Contract Wages                           | 209,110                         | 209,110                         |                       | 209,110                        |
| Computer Services                        | 582,540                         | 582,540                         |                       | 582,540                        |
| Debt Service                             | 69,405                          | 69,405                          |                       | 69,405                         |
| Contractual and Sundry Services          | 1,527,741                       | 1,527,741                       | 83,000                | 1,610,741                      |
| Vehicle Usage                            | 1,271,470                       | 1,271,470                       |                       | 1,271,470                      |
| Equipment and Buildings                  | 207,876                         | 207,876                         | 110,000               | 317,876                        |
| Transfer Out to Debt Service Fund        | -                               | -                               |                       | -                              |
| Transfer Out to Fleet Fund               | 1,147,868                       | 1,147,868                       |                       | 1,147,868                      |
| <b>Total Expenditures</b>                | <b>30,209,007</b>               | <b>30,209,007</b>               | <b>193,000</b>        | <b>30,402,007</b>              |
| <b>Excess Receipts over Expenditures</b> | <b>79,709</b>                   | <b>79,709</b>                   | <b>(193,000)</b>      | <b>(113,291)</b>               |
| <b>Ending Fund Balance</b>               | <b>\$ 6,793,129</b>             | <b>\$ 6,793,129</b>             | <b>\$ (193,000)</b>   | <b>\$ 6,600,129</b>            |

**General Improvement Fund  
Summary of Revenues and Expenditures (Budget Basis)**

|                                            | Original<br>Budget<br>2012-2013 | Amendment<br>03/04/2013 | Amended<br>Budget<br>2012-2013 | Projected<br>2012-2013 |
|--------------------------------------------|---------------------------------|-------------------------|--------------------------------|------------------------|
| Beginning Fund Balance                     | \$ 545,014                      |                         | \$ 545,014                     | \$ 545,014             |
| Revenues:                                  |                                 |                         |                                |                        |
| Transfers In                               | 200,000                         |                         | 200,000                        | 200,000                |
| SEDCO                                      | -                               | 200,000                 | 200,000                        | 200,000                |
| Other Income                               | -                               | 200,000                 | 200,000                        | 200,000                |
| Investment Interest                        | 500                             |                         | 500                            | 500                    |
| Total Revenues                             | <u>200,500</u>                  | <u>400,000</u>          | <u>600,500</u>                 | <u>600,500</u>         |
| Total Funds Available                      | 745,514                         | 400,000                 | 1,145,514                      | 1,145,514              |
| Expenditures:                              |                                 |                         |                                |                        |
| Washington Street West                     | -                               |                         | -                              | -                      |
| Drainage Improvement Projects              | -                               |                         | -                              | -                      |
| GIS System                                 | 50,000                          |                         | 50,000                         | 50,000                 |
| Solid Waste Interior Driveway Rebuild Phas | -                               |                         | -                              | -                      |
| Watershed Management                       | -                               |                         | -                              | -                      |
| Soil Conservation Emergency Action Plan S  | -                               |                         | -                              | -                      |
| Hawn Spray Ground Rehab                    | -                               |                         | -                              | -                      |
| OSP Quad Backstop Nets                     | -                               |                         | -                              | -                      |
| Tennis Court Windscreens                   | -                               |                         | -                              | -                      |
| Neighborhood Revitalization-Fielder Park   | 250,000                         |                         | 250,000                        | 250,000                |
| Municipal Building Repair                  | 190,000                         |                         | 190,000                        | 190,000                |
| Canyon Grove to Hwy 82                     | -                               |                         | -                              | -                      |
| Taylor Street Complex                      | 200,000                         |                         | 200,000                        | 200,000                |
| Hwy 1417 Ramp Reversal                     | -                               | 400,000                 | 400,000                        | 400,000                |
| Total Expenditures                         | <u>690,000</u>                  | <u>400,000</u>          | <u>1,090,000</u>               | <u>1,090,000</u>       |
| Ending Fund Balance                        | <u>\$ 55,514</u>                | <u>\$ -</u>             | <u>\$ 55,514</u>               | <u>\$ 55,514</u>       |

**Drug Enforcement Fund  
Summary of Receipts & Expenditures**

|                               | Original<br>Budget<br>2012-2013 | Amendment<br>03/04/2013 | Amended<br>Budget<br>2012-2013 | Projected<br>2012-2013 |
|-------------------------------|---------------------------------|-------------------------|--------------------------------|------------------------|
| <b>Beginning Fund Balance</b> | \$ 31,601                       |                         | \$ 50,327                      | \$ 50,327              |
| <b>Receipts</b>               |                                 |                         |                                |                        |
| Police Confiscated Funds      | 25,000                          | 100,000                 | 125,000                        | 125,000                |
| Interest Income               | 100                             |                         | 100                            | 100                    |
| <b>Total Receipts</b>         | <u>25,100</u>                   | <u>100,000</u>          | <u>125,100</u>                 | <u>125,100</u>         |
| <b>Total Funds Available</b>  | 56,701                          | 100,000                 | 175,427                        | 175,427                |
| <b>Expenditures</b>           |                                 |                         |                                |                        |
| Supplies                      | 25,000                          | 120,000                 | 145,000                        | 145,000                |
| Maintenance and Repair        | 2,000                           |                         | 2,000                          | 2,000                  |
| Travel & Tuition              | 14,400                          |                         | 14,400                         | 14,400                 |
| Equipment                     | 13,000                          |                         | 13,000                         | 13,000                 |
| <b>Total Expenditures</b>     | <u>54,400</u>                   | <u>120,000</u>          | <u>174,400</u>                 | <u>174,400</u>         |
| <b>Ending Fund Balance</b>    | <u>\$ 2,301</u>                 | <u>\$ (20,000)</u>      | <u>\$ 1,027</u>                | <u>\$ 1,027</u>        |



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. C.4

**\* RESOLUTION NO. 5746**

**Rescinding Resolution No. 5740 in its Entirety which Authorized the Execution of an Agreement with Mario Tobar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1912 East Alma Avenue**

**Issue**

To rescind Resolution No. 5740 passed on February 4, 2013, which authorized the execution of a property tax abatement for construction of a new single-family residence at 1912 East Alma Avenue

**Background**

At the February 4, 2013 meeting, the City Council approved a tax abatement agreement with Mario Tobar for the construction of a new single-family residence at 1912 East Alma Avenue. Mr. Tobar has requested that the abatement be granted for the adjoining property at 1908 East Alma Avenue instead.

**Origination**

Mario Tobar, Applicant

**Financial Consideration**

None

**Staff Recommendation**

It is recommended that the City Council rescind Resolution No. 5740, which authorized the tax abatement agreement to Mario Tobar for construction of a new single-family residence at 1912 East Alma Avenue.

**Alternatives**

No alternatives are recommended.

**Attachments**

Resolution No. 5746; Resolution No. 5740; Residential Tax Abatement Agreement; Application; Warranty Deed; Site Plan; Building Permit Application; Photo; Location Map

**Prepared by:**  
**Scott Shadden, Director of Development Services**

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

**RESOLUTION NO. 5746**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RESCINDING RESOLUTION NO. 5740 IN ITS ENTIRETY WHICH AUTHORIZED THE EXECUTION OF AN AGREEMENT WITH MARIO TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1912 EAST ALMA AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That Resolution No. 5740, approved at the February 4, 2013 meeting of the Sherman City Council, be and is hereby rescinded in its entirety.

**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 \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
CITY ATTORNEY**

RESOLUTION NO. 5740

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH MARIO TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1912 EAST ALMA AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Mario Tobar 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 Mario Tobar 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 1912 East Alma Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the 5th day of February, 2013.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby  
LINDA ASHBY, CITY CLERK

BY: Carolyn S. Wacker  
CAROLYN S. WACKER, MAYOR

APPROVED AS TO FORM  
AND CONTENT:

BY: Brandon S. Shelby  
BRANDON S. SHELBY,  
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 **MARIO TOBAR**, hereinafter referred to as OWNER,

**WITNESSETH:**

**WHEREAS**, on the 18<sup>th</sup> day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 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. 5571) 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 18<sup>th</sup> day of April, 2011;

**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, 2013, and continuing for tax years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021

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and 2022, 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 2013, sometimes referred to herein as the Base Tax Year.

#### **SCHEDULE OF TAXES ASSESSED**

| <u>TAX YEAR</u> | <u>ABATEMENT</u> |
|-----------------|------------------|
| 2013            | 100%             |
| 2014            | 100%             |
| 2015            | 100%             |
| 2016            | 100%             |
| 2017            | 100%             |
| 2018            | 100%             |
| 2019            | 80%              |
| 2020            | 60%              |
| 2021            | 40%              |
| 2022            | 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 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022, 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 1912 East Alma Avenue, Sherman, Texas, and as more particularly described by the following:

**BEING** Lot 24, Block 1, Milan Heights Addition

#### **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<sup>st</sup>. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

#### **VI.**

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

#### **VII.**

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

#### **VIII.**

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

event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

#### **IX.**

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

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

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

#### **X.**

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

#### **XI.**

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

#### **XII.**

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

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

Mario Tobar  
1308 Pintail Drive  
Sherman, Texas 75092  
(903) 816-0416

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 \_\_\_\_\_, 2013.

CITY:  
CITY OF SHERMAN, TEXAS

OWNER:  
MARIO TOBAR

BY: \_\_\_\_\_  
GEORGE OLSON  
CITY MANAGER

BY: \_\_\_\_\_  
MARIO TOBAR

ATTEST:

BY: \_\_\_\_\_  
LINDA ASHBY  
CITY CLERK

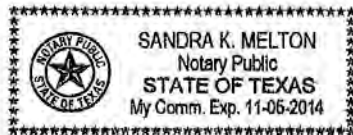
APPROVED AS TO FORM  
AND CONTENT:

BY: \_\_\_\_\_  
BRANDON S. SHELBY  
CITY ATTORNEY

THE STATE OF TEXAS §  
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this 14<sup>th</sup> day of Feb., 2013 A.D.



\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**CITY OF SHERMAN  
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

**Property Owner:**

Name: Mario Tobar

Mailing Address: 1308 Pintail Dr Sherman TX 75092

Telephone Number: (903) 816-0416

**Contact (if different than owner):**

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Property:**

Physical Address: 1912 E. Palma St.

Summary Legal Description: Lot: 24 Block: 1 Addition: Milan Heights

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: \$80,000.00

Estimated Date of Start of Construction: 01/15/13

Estimated Date of Completion of Project: 03/15/13

Description of Project: \_\_\_\_\_

Single family Resident

Applicant(s): [Signature] Date: 01/14/13

Date: \_\_\_\_\_



70 2012 00022172

Grayson County  
Wilma Bush  
Grayson County Clerk  
Sherman, Texas 75090

Instrument Number: 2012-00022172

As

Recordings

Recorded On: November 01, 2012

Parties: MERAZ LEONEL

To TOBAR MARIO

Billable Pages: 2

Number of Pages: 4

Comment: WD

( Parties listed above are for Clerks reference only )

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

|                  |       |
|------------------|-------|
| Recordings       | 20.00 |
| Total Recording: | 20.00 |

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

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

File Information:

Document Number: 2012-00022172

Receipt Number: 364960

Recorded Date/Time: November 01, 2012 10:43:48A

Book-Vol/Pg: BK-OR VL-5202 PG-902

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

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



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

*Wilma Blackshear Bush*  
Wilma Blackshear Bush, Grayson County Clerk

Bk Vol Ps  
00022172 OR 5202 903

230240

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

General Warranty Deed

Date: Oct 31, 2012

Grantor: LEONEL MERAZ

Grantor's Mailing Address:

1701 Laurel Ln  
Plano, TX 75074

Grantee: MARIO TOBAR

Grantee's Mailing Address:

1300 Pintail Dr  
Sherman, TX 75092

Consideration:

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

Property (including any improvements):

BEING LOTS 22 AND 24, BLOCK 1, MILAM HEIGHTS ADDITION TO THE CITY OF SHERMAN, TEXAS, AS PER PLAT OF RECORD IN VOLUME 160, PAGE 432, DEED RECORDS, GRAYSON COUNTY, TEXAS.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2012, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

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

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

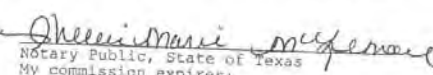
  
LEONEL MERAZ

STATE OF TEXAS

COUNTY OF Grayson

This instrument was acknowledged before me on October 30, 2012, by LEONEL MERAZ.



  
Notary Public, State of Texas  
My commission expires:

00022172 OR 5202 905

Filed for Record in:  
Grayson County

On: Nov 01, 2012 at 10:43A

As a  
Recording

Document Number: 00022172

Amount: 20.00

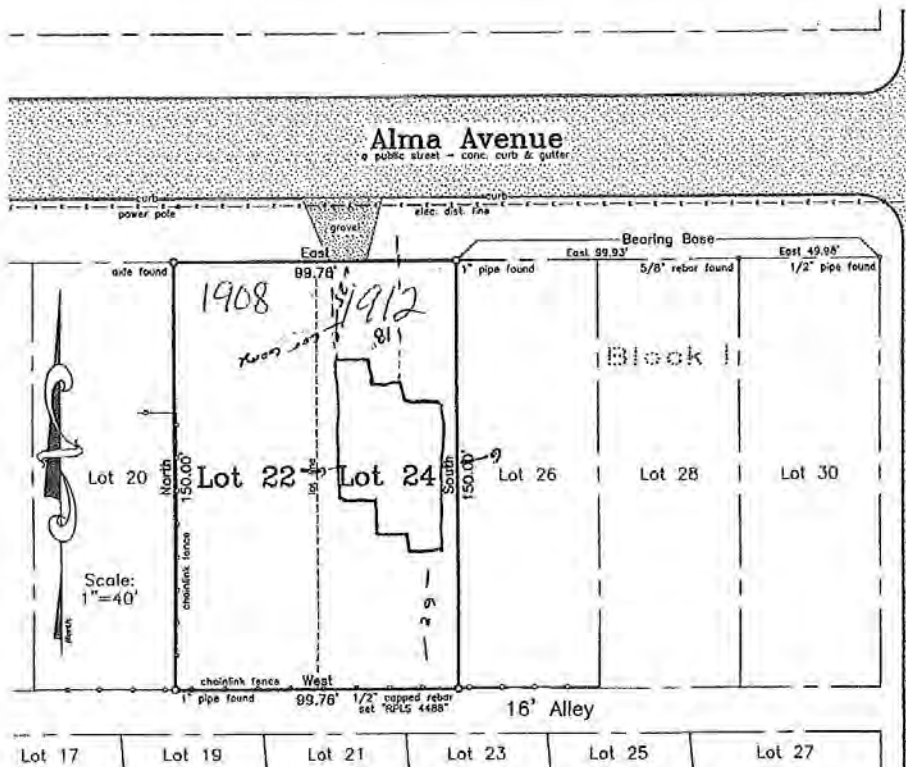
Receipt Number - 364960

By:  
GAIL WHITE

STATE OF TEXAS COUNTY OF GRAYSON  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the named records of  
Grayson County  
as stamped hereon by me.

Nov 01, 2012

Willam Bush, Grayson County Clerk  
Grayson County



Owner: Leonel Meroz  
 Buyer: Mario Tobar  
 Address: 1908 E. Alma Avenue  
 Sherman, Texas

This survey is for the sole benefit of the transaction by and between the owner and buyer stated at left, the buyer's Mortgage Co./Lender and Chapin Title Co. and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that the above plat was prepared from a survey made on the ground of Lots 22 and 24, Block 1, Millam Heights Addition to the City of Sherman, Texas, as per plat of record in Volume 160, Page 452, Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 F, Revised Date: September 29, 2010.

*Billy F. Helvey*  
 Billy F. Helvey, R. P. L. S. No. 4488  
 Copyright Date: October 25, 2012

Helvey & Associates Surveying, Inc.  
 222 W. Main St.  
 Denison, Texas 75020  
 Ph (903) 463-6191 Fax (903) 463-4088

**CITY OF SHERMAN**  
**RESIDENTIAL BUILDING PERMIT**

PERMIT #: 130070      SUBCONTRACTOR: MARIO TOBAR      DATE ISSUED: 1/14/2013

PROJECT ADDRESS: 1912 E ALMA AVE  
PARCEL ID:  
SUBDIVISION:

LOT #:  
BLK #:  
ZONE ORD:

ISSUED TO: MARIO TOBAR  
ADDRESS: 1308 PINTAIL  
CITY, ST ZIP: SHERMAN TX 75092-4243  
PHONE: 903-816-0416

CONTRACTOR: MARIO TOBAR  
ADDRESS: 1308 PINTAIL  
CITY, ST ZIP: SHERMAN TX 75092-4243  
PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL  
WORK: NEW RESIDENTIAL  
CONSTRUCTION  
VALUATION: \$ 80,000.00  
OCCP TYPE: ONE FAMILY RESIDENTIAL  
CNST TYPE: WOOD FRAME

SQ FT: 1,742.00  
BEDROOMS: 3  
BATHROOMS: 2  
STORIES: 1

| FEE CODE     | DESCRIPTION                 | AMOUNT          |
|--------------|-----------------------------|-----------------|
| BLD10        | RESIDENTIAL STORMWATER MGMT | \$ 25.00        |
| <b>TOTAL</b> |                             | <b>\$ 25.00</b> |

NOTES:

**NOTICE**

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

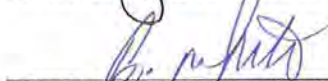
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL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

  
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

1/14/2013  
DATE

  
(APPROVED BY) FLOOD-PLAIN ADMINISTRATOR

1/14/2013  
DATE

  
(APPROVED BY) BUILDING & ZONING

1/21/13  
DATE

## 1912 E. Alma



1912 E. Alma

City of Sherman, Texas  
Developmental Services Department

**Sherman**  
CLASSIC TOWN. BROAD HORIZON.



1 inch = 86 feet



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. C.5

**\* RESOLUTION NO. 5747**

**Authorizing Execution of an Agreement with Mario Tobar  
for the Abatement of Ad Valorem Property Taxes for the Construction of  
a New Single-Family Residence at 1908 East Alma Avenue**

**Issue**

This item is to consider property tax abatement for the construction of a new single-family residence at 1908 East Alma Avenue.

**Background**

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

**Origination**

Mario Tobar, 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 \$256.00 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. 5747; Residential Tax Abatement Agreement; Application; Warranty Deed; Site Plan; Building Permit Application; Photo; Location Map

**Prepared by:**  
Scott Shadden, Director of Development Services

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

**RESOLUTION NO. 5747**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH MARIO TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1908 EAST ALMA AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Mario Tobar 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 Mario Tobar 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 1908 East Alma Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**BY:** \_\_\_\_\_  
**CAROLYN S. WACKER, MAYOR**

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY,  
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 **MARIO TOBAR**, hereinafter referred to as OWNER,

**WITNESSETH:**

**WHEREAS**, on the 18<sup>th</sup> day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 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. 5571) 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 18<sup>th</sup> day of April, 2011;

**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, 2013, and continuing for tax years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021

and 2022, 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 2013, sometimes referred to herein as the Base Tax Year.

#### **SCHEDULE OF TAXES ASSESSED**

| <b><u>TAX YEAR</u></b> | <b><u>ABATEMENT</u></b> |
|------------------------|-------------------------|
| 2013                   | 100%                    |
| 2014                   | 100%                    |
| 2015                   | 100%                    |
| 2016                   | 100%                    |
| 2017                   | 100%                    |
| 2018                   | 100%                    |
| 2019                   | 80%                     |
| 2020                   | 60%                     |
| 2021                   | 40%                     |
| 2022                   | 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 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022, 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 1908 East Alma Avenue, Sherman, Texas, and as more particularly described by the following:

**BEING** Lot 22, Block 1, Milan Heights Addition

#### **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<sup>st</sup>. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

#### **VI.**

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

#### **VII.**

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

#### **VIII.**

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

event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

## **IX.**

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

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

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

## **X.**

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

## **XI.**

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

## **XII.**

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

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

Mario Tobar  
1308 Pintail Drive  
Sherman, Texas 75092  
(903) 816-0416

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 \_\_\_\_\_, 2013.

**CITY:**  
**CITY OF SHERMAN, TEXAS**

**OWNER:**  
**MARIO TOBAR**

**BY:** \_\_\_\_\_  
**GEORGE OLSON**  
**CITY MANAGER**

**BY:** \_\_\_\_\_  
**MARIO TOBAR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY**  
**CITY CLERK**

**APPROVED AS TO FORM**  
**AND CONTENT:**

**BY:** \_\_\_\_\_  
**BRANDON S. SHELBY**  
**CITY ATTORNEY**

**THE STATE OF TEXAS §**  
**COUNTY OF GRAYSON §**

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

**GIVEN UNDER MY HAND** and seal of office this 25th day of February 2013 A.D.



\_\_\_\_\_  
**NOTARY PUBLIC, STATE OF TEXAS**

**CITY OF SHERMAN  
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

**Property Owner:**

Name: Mario Tobar  
Mailing Address: 1308 Pinkall Dr Sherman TX 75092  
Telephone Number: (903) 816-0416

**Contact (if different than owner):**

Name: Mario Tobar  
Mailing Address: 1308 Pinkall Dr Sherman TX 75092  
Telephone Number: (903) 816-0416

**Property:**

Physical Address: 1908 E Olma St Sherman TX 75090

Summary Legal Description: Lot: 22 Block: 1 Addition: Milan Heights

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: \$80,000.-

Estimated Date of Start of Construction: \_\_\_\_\_

Estimated Date of Completion of Project: \_\_\_\_\_

Description of Project: Single family Resident

Applicant(s): [Signature]

Date: 01/15/13

Date: [Signature]



70 2012 00022172

Grayson County  
Wilma Bush  
Grayson County Clerk  
Sherman, Texas 75090

Instrument Number: 2012-00022172

As

Recordings

Recorded On: November 01, 2012

Parties: MERAZ LEONEL

To TOBAR MARIO

Billable Pages: 2

Number of Pages: 4

Comment: WD

( Parties listed above are for Clerks reference only )

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

|                  |       |
|------------------|-------|
| Recordings       | 20.00 |
| Total Recording: | 20.00 |

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

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

File Information:

Document Number: 2012-00022172

Receipt Number: 364960

Recorded Date/Time: November 01, 2012 10:43:48A

Book-Vol/Pg: BK-OR VL-5202 PG-902

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

CHAPIN TITLE CO., INC.

620 N. TRAVIS ST.

SHERMAN TX 75090



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

*Wilma Blackshear Bush*

Wilma Blackshear Bush, Grayson County Clerk

Bk Vol Ps  
00022172 OR 5202 903

230240

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

General Warranty Deed

Date: Oct 31, 2012

Grantor: LEONEL MERAZ

Grantor's Mailing Address:

1701 Laurel Ln  
Plano, TX 75074

Grantee: MARIO TOBAR

Grantee's Mailing Address:

1300 Pintail Dr  
Sherman, TX 75092

Consideration:

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

Property (including any improvements):

BEING LOTS 22 AND 24, BLOCK 1, MILAM HEIGHTS ADDITION TO THE CITY OF SHERMAN, TEXAS, AS PER PLAT OF RECORD IN VOLUME 160, PAGE 432, DEED RECORDS, GRAYSON COUNTY, TEXAS.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2012, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

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

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

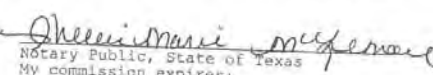
  
LEONEL MERAZ

STATE OF TEXAS

COUNTY OF Grayson

This instrument was acknowledged before me on October 30, 2012, by LEONEL MERAZ.



  
Notary Public, State of Texas  
My commission expires:

00022172 OR 5202 905

Filed for Record in:  
Grayson County

On: Nov 01, 2012 at 10:43A

As a  
Recording

Document Number: 00022172

Amount: 20.00

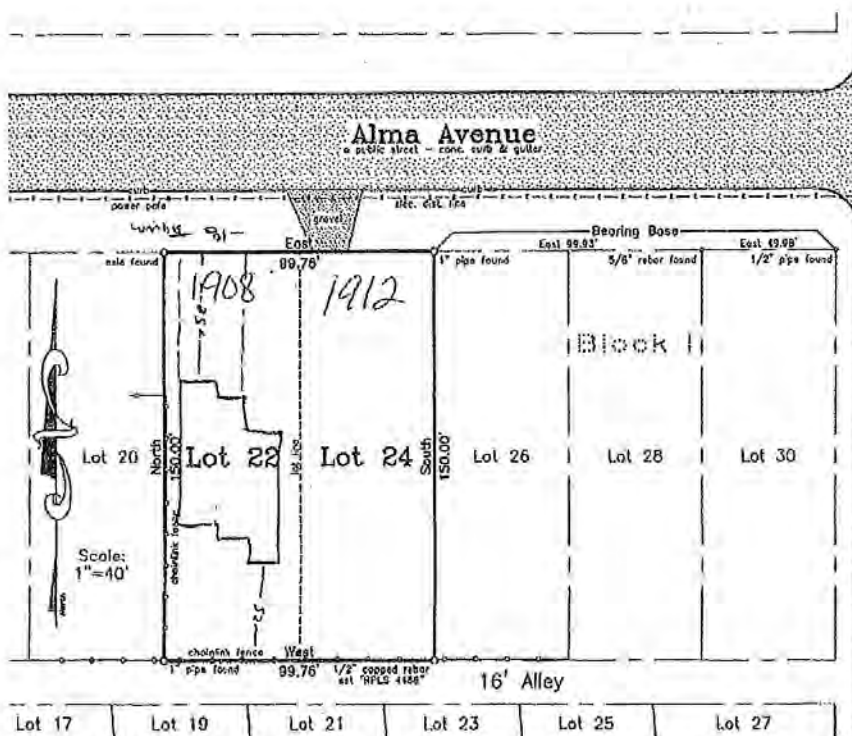
Receipt Number - 364960

By:  
GAIL WHITE

STATE OF TEXAS COUNTY OF GRAYSON  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the named records of  
Grayson County  
as stamped hereon by me.

Nov 01, 2012

Willam Bush, Grayson County Clerk  
Grayson County



Owner: Leonel Meroz

Buyer: Mario Tobar

Address: 1908 E. Alma Avenue  
Sherman, Texas

This survey is for the sole benefit of the transaction by and between the owner and buyer stated at left, the buyer's Mortgage Co./Lender and Chopin Title Co., and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will be a violation of state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that the above plat was prepared from a survey made on the ground of Lots 22 and 24, Block 1, Milam Heights Addition to the City of Sherman, Texas, as per plat of record in Volume 160, Page 452, Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 F, Revised Date: September 29, 2010.

*[Signature]*  
Billy F. Helvey, R. P. L. S. No. 4488  
Copyright Date: October 25, 2012

Helvey & Associates Surveying, Inc.  
222 W. Main St.  
Denison, Texas 75020  
Ph (803) 463-6191 Fax (803) 463-4088

**CITY OF SHERMAN**  
**RESIDENTIAL BUILDING PERMIT**

PERMIT #: 130070      SUBCONTRACTOR: MARIO TOBAR      DATE ISSUED: 1/14/2013

|                  |                              |               |                       |
|------------------|------------------------------|---------------|-----------------------|
| PROJECT ADDRESS: | 1908 E ALMA AVE              | LOT #:        | 22                    |
| PARCEL ID:       | 157169                       | BLK #:        | 1                     |
| SUBDIVISION:     | MILAN HEIGHTS ADDN           | ZONE ORD:     |                       |
| ISSUED TO:       | MARIO TOBAR                  | CONTRACTOR:   | MARIO TOBAR           |
| ADDRESS:         | 1308 PINTAIL                 | ADDRESS:      | 1308 PINTAIL          |
| CITY, ST ZIP:    | SHERMAN TX 75092-4243        | CITY, ST ZIP: | SHERMAN TX 75092-4243 |
| PHONE:           | 903-816-0416                 | PHONE:        |                       |
| PROP. USE:       | ONE FAMILY RESIDENTIAL       | SQ FT:        | 1,742.00              |
| WORK:            | NEW RESIDENTIAL CONSTRUCTION | BEDROOMS:     | 3                     |
| VALUATION:       | \$ 80,000.00                 | BATHROOMS:    | 2                     |
| OCCP TYPE:       | ONE FAMILY RESIDENTIAL       | STORIES:      | 1                     |
| CNST TYPE:       | WOOD FRAME                   |               |                       |

| FEE CODE | DESCRIPTION                 | AMOUNT          |
|----------|-----------------------------|-----------------|
| BLD10    | RESIDENTIAL STORMWATER MGMT | \$ 25.00        |
|          | <b>TOTAL</b>                | <b>\$ 25.00</b> |

NOTES:

**NOTICE**

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

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

\_\_\_\_\_  
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

1/14/13  
DATE

\_\_\_\_\_  
(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

1/14/13  
DATE

\_\_\_\_\_  
(APPROVED BY) BUILDING & ZONING

1/21/13  
DATE

# 1908 E. Alma





1908 E. Alma

City of Sherman, Texas  
Developmental Services Department

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.



1 inch = 86 feet



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. D.1

### **\* PAYMENT APPROVAL**

**State of Texas, Acting By and Through the Texas Department of Transportation;  
Advance Funding for an Urban Area Corridor Project (Relocation of the Southbound  
US 75 Exit Ramp to FM 1417); \$400,000.00**

### **Issue**

Authorizing payment to the Texas Department of Transportation (TxDOT) for the relocation of the existing southbound US 75 exit ramp to FM 1417, from its existing location to a new location one mile north of FM 1417

### **Background**

At the request of the City of Sherman, the Sherman-Denison Metropolitan Planning Organization included in their Transportation Improvement Program a project to relocate the existing southbound US 75 exit ramp to FM 1417, from its existing location to a new location one mile north of FM 1417. Execution of the Advance Funding Agreement and payment of the \$400,000.00 is required prior to commencing construction of the project. The Advance Funding Agreement was approved at the August 20, 2012 City Council meeting.

### **Origination**

Finance and Engineering

### **Financial Consideration**

Funds in the amount of \$400,000.00 are anticipated to be received from the Sherman Economic Development Corporation (SEDCO) and the developer.

### **Staff Recommendation**

It is recommended that the City Council approve payment of this \$400,000.00 to TxDOT.

### **Alternatives**

Those as may be directed by the City Council

### **Attachments**

Resolution No. 5690 and Local Transportation Project Advance Funding Agreement  
Project Location Map

**Prepared by:**  
Robby Hefton, Assistant City Manager/CFO

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

RESOLUTION NO. 5690

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AN URBAN AREA CORRIDOR PROJECT (RELOCATION OF THE SOUTHBOUND US 75 EXIT RAMP TO FM 1417); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an Advance Funding Agreement between the City of Sherman and the State of Texas, acting by and through the Texas Department of Transportation, for the relocation of the existing southbound US 75 exit ramp to FM 1417, from its existing location to a new location one mile north of FM 1417, in accordance with 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 20th day of August, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby  
LINDA ASHBY, CITY CLERK

BY: Bill Magers  
BILL MAGERS, MAYOR

APPROVED AS TO FORM  
AND CONTENT:

BY: Brandon S. Shelby  
BRANDON S. SHELBY,  
CITY ATTORNEY

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Code Chart 64 #39200  
Project: US 75  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT  
For A  
Urban Area Corridor Project  
On System**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of Sherman, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 113074, authorizing the State to undertake and complete a highway improvement generally described as the relocation of an existing Southbound exit ramp to FM 1417 from its existing location to a new location one mile North of FM 1417 called the "Project"; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated August 20, 2014 which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

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## AGREEMENT

### 1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Scope of Work

The relocation of an existing Southbound exit ramp to FM 1417 from its existing location to a new location one mile North of FM 1417 thereby increasing safety and capacity at the intersection.

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget -- Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

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- E. The State will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
  - P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
  - Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.
- 4. Termination of this Agreement**  
This agreement shall remain in effect until the project is completed and accepted by all parties, unless:
- A. The agreement is terminated in writing with the mutual consent of the parties;
  - B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
  - C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
  - D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.
- 5. Amendments**  
Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.
- 6. Remedies**  
This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.
- 7. Utilities**  
The State shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the State's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the State shall provide, at the

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Local Government's request, a certification stating that the State has completed the adjustment of all utilities that must be adjusted before construction is completed.

**8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The State is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the State shall provide to the Local Government written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The State has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

**11. Construction Responsibilities**

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.  
Administration of the contract includes the responsibility for construction engineering and

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for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

**12. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**13. Right of Way and Real Property**

The State is responsible for the provision and acquisition of any needed right of way or real property.

**14. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

| Local Government:                                                          | State:                                                                                                                           |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Mayor<br>City of Sherman<br>220 W. Mulberry Street<br>Sherman, Texas 75090 | Director of Contract Services<br><br>Texas Department of Transportation<br>125 E. 11 <sup>th</sup> Street<br>Austin, Texas 78701 |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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**15. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**18. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**22. Inspection of Books and Records**

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or

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their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**23. Civil Rights Compliance**

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**24. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material*

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*breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**25. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

**26. Lobbying Certification**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**27. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all

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persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**28. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

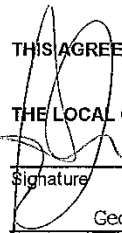
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**30. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

  
\_\_\_\_\_  
Signature

George Olson

\_\_\_\_\_  
Typed or Printed Name

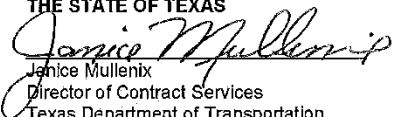
City Manager

\_\_\_\_\_  
Title

08-23-12

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

  
\_\_\_\_\_  
Janice Mullenix

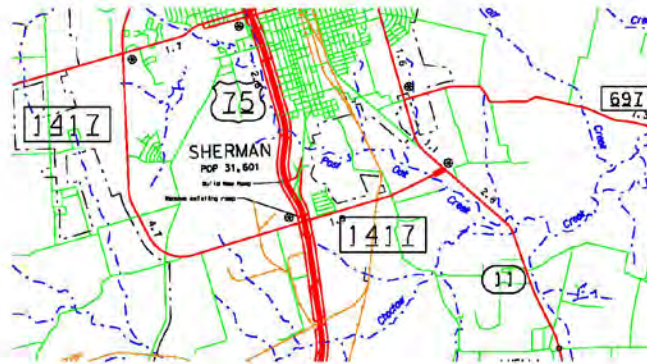
Director of Contract Services

Texas Department of Transportation

\_\_\_\_\_  
Date

ATTACHMENT B  
PROJECT LOCATION MAP

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District #01 - Paris  
Code Chart 64 #39200  
Project: US 75



US 75 Ramp  
Location Map

|                                    |             |          |             |
|------------------------------------|-------------|----------|-------------|
| Texas Department of Transportation |             |          |             |
| SHEET 1 OF 1                       |             |          |             |
| DATE                               | DESIGNED BY | DATE     | APPROVED BY |
| 11/15/11                           | 11/15/11    | 11/15/11 | 11/15/11    |
| 11/15/11                           | 11/15/11    | 11/15/11 | 11/15/11    |

FILED IN THE  
COUNTY OF  
TARRANT  
AT DALLAS



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. D.2

### **OTHER BUSINESS**

#### **Accept Annual Audit Report for Year Ended September 30, 2012 from Pattillo, Brown & Hill, L.L.P.**

#### **Issue**

To receive a presentation from Pattillo, Brown & Hill, L.L.P. of Waco, Texas, and accept the audit report for the year ended September 30, 2012

#### **Background**

On February 11, 2013, the Audit Committee, City Manager, Assistant City Manager, and Controller met with the City's external auditors to discuss the results of the independent audit for the year ended September 30, 2012. The auditors gave a "clean" audit opinion, meaning that, in their opinion, the financial statements are fairly presented in accordance with established accounting standards. The financial statements reflect that the operating results for the year ended September 30, 2012 were generally in line with expected results, and that overall financial performance was slightly better than budgeted. There were no material findings arising out of the audit. After discussion, the Audit Committee recommended the report be presented to the Council at the March 4, 2013 meeting.

#### **Origination**

Assistant City Manager/CFO

#### **Financial Consideration**

None

#### **Staff Recommendation**

The staff recommends that the Council accept the audit report, as recommended by the Audit Committee.

#### **Alternatives**

None recommended

#### **Attachments**

Audit Report (distributed separately)

**Prepared by:**  
**Robby Hefton, Assistant City Manager/CFO**

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



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. D.3

### **OTHER BUSINESS**

#### **Receive an Informational Update on “The Splash” at Fairview Park from Parks and Community Services Director Kevin Winkler**

#### **Issue**

An informational update on “The Splash” at Fairview Park, including a proposed recreational fee increase

#### **Background**

In February of 2009, the Council reviewed a fee increase proposal originated by the Sherman Parks and Recreation Advisory Board. The fee increases were recommended for cost recovery reasons. At that time, the Council approved an increase of rental fees and the cost of season passes, but not daily use fees. The proposed daily use fee increase would contribute to a targeted cost recovery of approximately 70% at “The Splash” and restore value to the season pass.

#### **Origination**

Sherman Parks and Community Services Department

#### **Council Action Requested**

The City Council is being asked to approve the proposed recreational fees for the “The Splash”.

#### **Alternatives**

The City Council could choose to not approve the fee increases and leave the fees as current and/or adjust the fees as desired.

#### **Attachments**

None

**Prepared by:**  
**Don Keene, Director of Public Works**

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



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. D.4

### **\* OTHER BUSINESS**

**Site Plan Approval and Exception for American Realty Capitol Operating Partnership, LP, Owners; FedEx Ground Package Handling Facility, Tenant; Vortex Engineering & Architecture, Inc., Engineer/Architect; and Robert W. Jones, II, Representative, under Ordinance No. 2252, Article IV, Section 410(2)(j) and 410(2)(m) to Allow Aluminum Siding for the Installation of Two Modular Docks for FedEx Ground in Lieu of Masonry or Factory Finished Metal Panels in the Blalock Industrial Park District at 3221 Northgate Drive**

### **Issue**

This item is to consider the request of American Realty Capitol Operating Partnership, LP (Owners), FedEx Ground Package Handling Facility (Tenant), Vortex Engineering & Architecture, Inc. (Engineer/Architect), and Robert W. Jones, II (Representative) for site plan approval and exception to allow aluminum siding for the installation of two modular docks for FedEx Ground in lieu of masonry or factory finished metal panels in the Blalock Industrial Park at 3221 Northgate Drive.

### **Background**

The property is located at 3221 Northgate Drive in the Blalock Industrial Park; FedEx Ground is the tenant. The project includes constructing two (2) 12' x 44' modular docks on the east side of the existing building. They would like to use aluminum siding, smooth surface with baked enamel finish on the exterior of the modular docks.

### **Origination**

American Realty Capitol Operating Partnership, LP (Owners), FedEx Ground Package Handling Facility (Tenant), Vortex Engineering & Architecture, Inc. (Engineer/Architect), and Robert W. Jones, II (Representative)

### **Board Recommendation**

At the regular meeting on February 19, 2013, the Planning and Zoning Board voted 6/0 to approve the site plan and exception and forward the request to the City Council.

### **Attachments**

Location Map, Photographs, Site Plan, P&Z Communications Form, and Staff Review Letter

**Prepared by:**  
Scott Shadden, Development Services Director

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



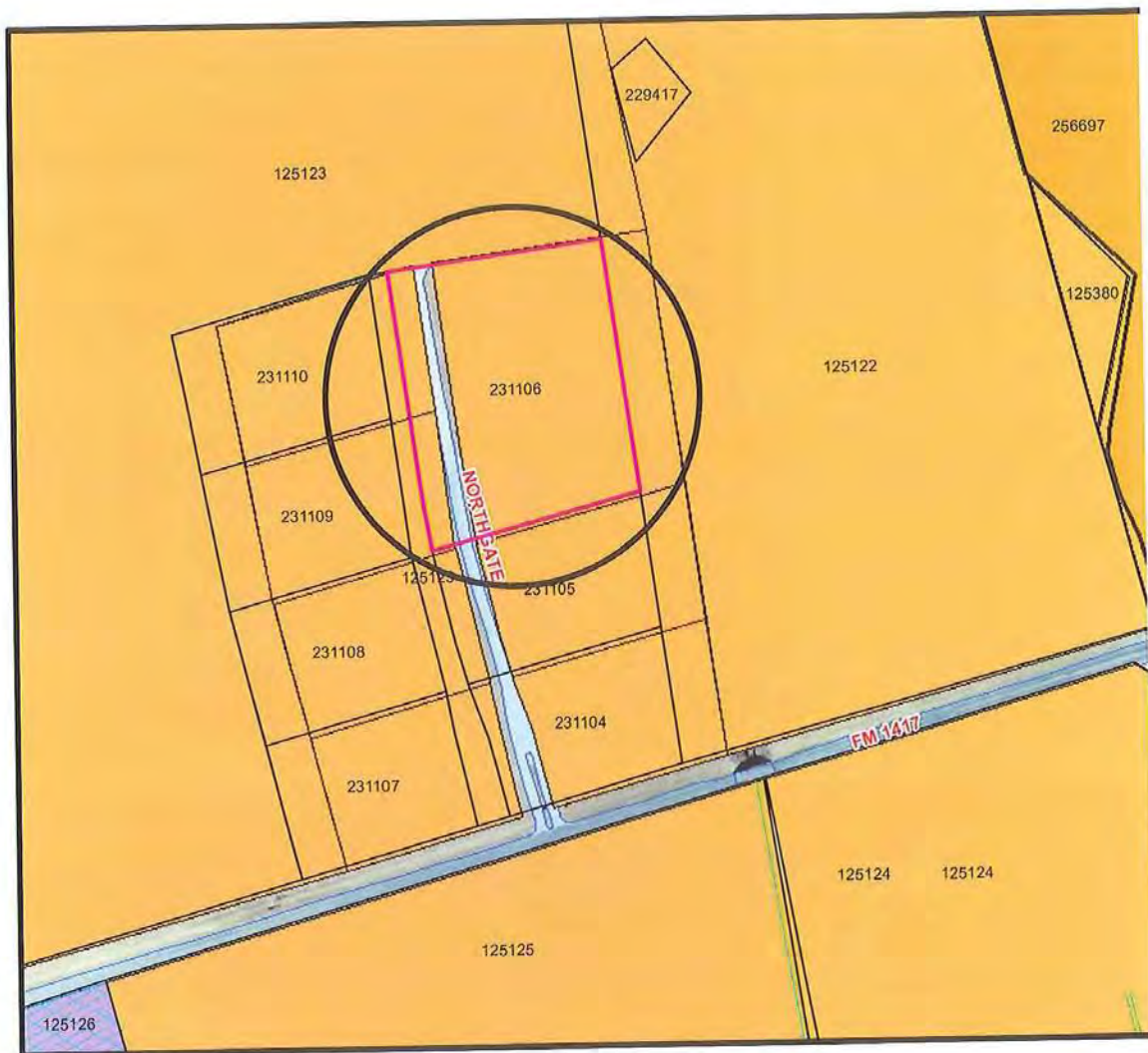
3221 Northgate Drive

City of Sherman, Texas  
Developmental Services Department

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.



1 inch = 429 feet



## Zoning - 3221 Northgate Drive

### Legend

|                                            |                                         |
|--------------------------------------------|-----------------------------------------|
| --- C L SHERMAN CITY LIMITS                | C-1 Retail Business District            |
| O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT       | C-2 General Commercial District         |
| O 1.1 FM 1417 OVERLAY DISTRICT             | M-1 Light Manufacturing District        |
| O 1.2 SAM RAYBURN FREEWAY OVERLAY DISTRICT | R-A Single Family Agricultural District |
| C B D DOWNTOWN BUSINESS DISTRICT           | SF-1 Single Family Residential District |
| C P O COLLEGE PARK OVERLAY DISTRICT        | M-1.5 Medium Manufacturing District     |
| A & C ARTS & CULTURAL OVERLAY DISTRICT     | M-2 Heavy Manufacturing District        |
| CO Office District                         | MH Manufacturing Housing District       |
| R-1 One Family Residential District        | Blaylock Commercial District            |
| R-2 Multi-Family Residential District      | BIP Blalock Industrial Park             |

City of Sherman, Texas  
Developmental Services Department

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.



1 inch = 429 feet

## 3221 Northgate Dr.



January 14, 2013

City of Sherman  
Attn: Scott Shadden  
220 W. Mulberry  
Sherman, TX 75091

RE: FedEx Ground Facility  
Modular Dock Exception Request  
3221 Northgate Drive  
Sherman, TX 75092  
VEAI#: F12-037

Dear Mr. Shadden,

As you are aware, FedEx Ground is proposing the installation of two (2) 12' x 44' Modular Docks at the above-referenced address. The FedEx specification for fabrication of Modular Dock's states, that the exterior finished surface is to be Aluminum siding, 0.019 inch thick, minimum smooth surface, with siding standard of baked enamel finish. This FedEx specification is not allowed in the Blalock Industrial Park per chapter 14, Exhibit B, Sec. 410. - Schedule of regulations (m). On behalf of our client, FedEx Ground, Vortex respectfully requests an exception from this requirement for the proposed Modular Docks installation. The following information is offered for your consideration:

- The FedEx Sherman facility is in need of additional van loading position to ensure that there will be no significant disruptions in FedEx's ability to provide the on-time deliveries that their customers rely on.
- The total S.F. of the Modular Docks represents a miniscule 1.5% of the total building area and even less than that in terms of wall area.
- The proposed Modular Docks will be installed on the east side of the existing building which is the backside and will not be visible from Northgate Drive.
- The proposed Modular Docks are constructed to comply with national, state, county and local building codes.
- FedEx Ground requires all Modular Docks to be State certified for the state that they will be installed. These Modular Docks will have the State of Texas certification seal.

Thank you for your consideration of this Exception Application; Vortex Engineering & Architecture, Inc. looks forward to successfully working with the City of Sherman to permit this project. Upon your review of this information, should you have any questions or require additional information, please do not hesitate to contact me at 970-245-9051. Thank you.

Sincerely,  
Vortex Engineering & Architecture, Inc.



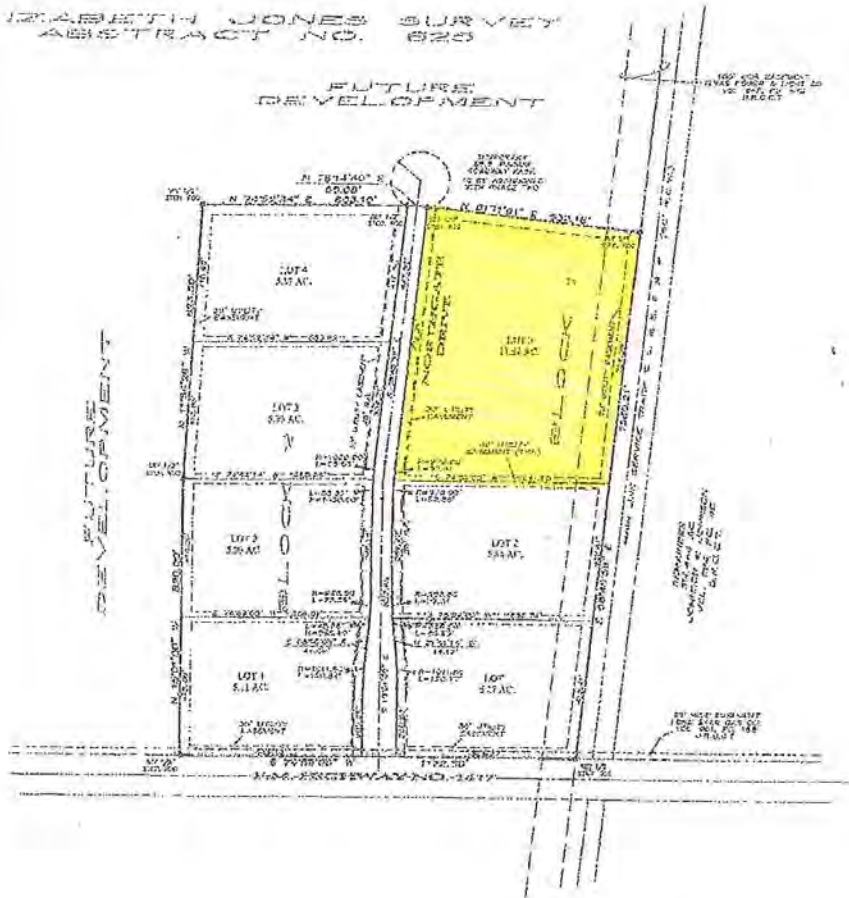
Robert W. Jones, II, P.E.

Cc: RT FedEx Ground, w/encl  
File



ELIZABETH JONES SURVEY  
ABSTRACT NO. 820

FUTURE  
DEVELOPMENT



NOT THEREFORE KNOW ALL MEN BY THESE  
THAT the State of Texas has determined  
that the town of Northgate is a  
city and is entitled to the same  
privileges and immunities as other  
cities of the State of Texas.

WITNESSED MY HAND AND SEAL OF THE  
STATE OF TEXAS  
this 1st day of May, 1968



STATE OF TEXAS  
COUNTY OF GRAYSON  
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this 1st day of May, 1968, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSED BY ME, the undersigned authority, on this 1st day of May, 1968, at the City of Northgate, State of Texas.

FINAL PLAT  
OF  
NORTHGATE BUSINESS  
PHASE ONE  
A 40.61 ACRE ADDITION  
TO THE CITY OF NORTHGATE  
GRAYSON COUNTY, TEXAS

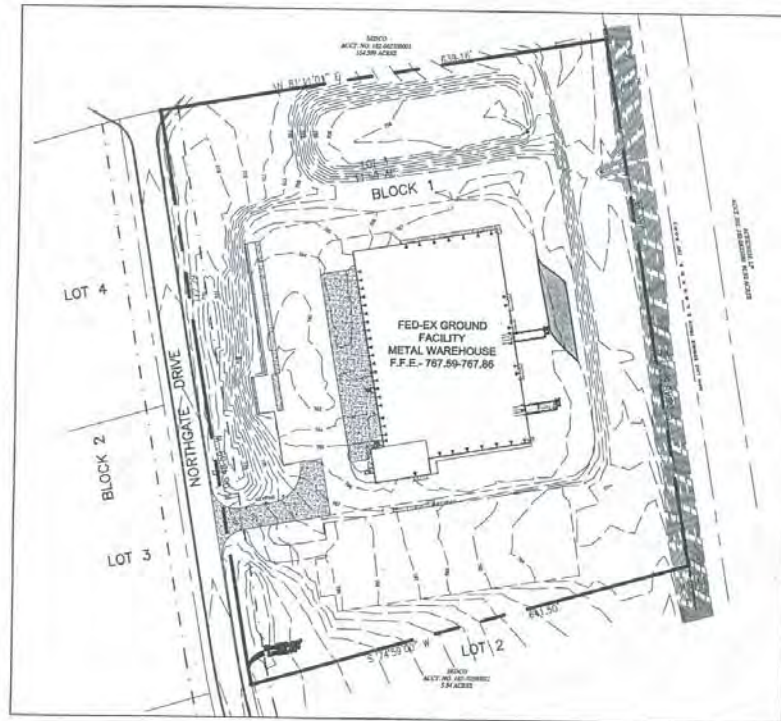


CHIEF OF POLICE

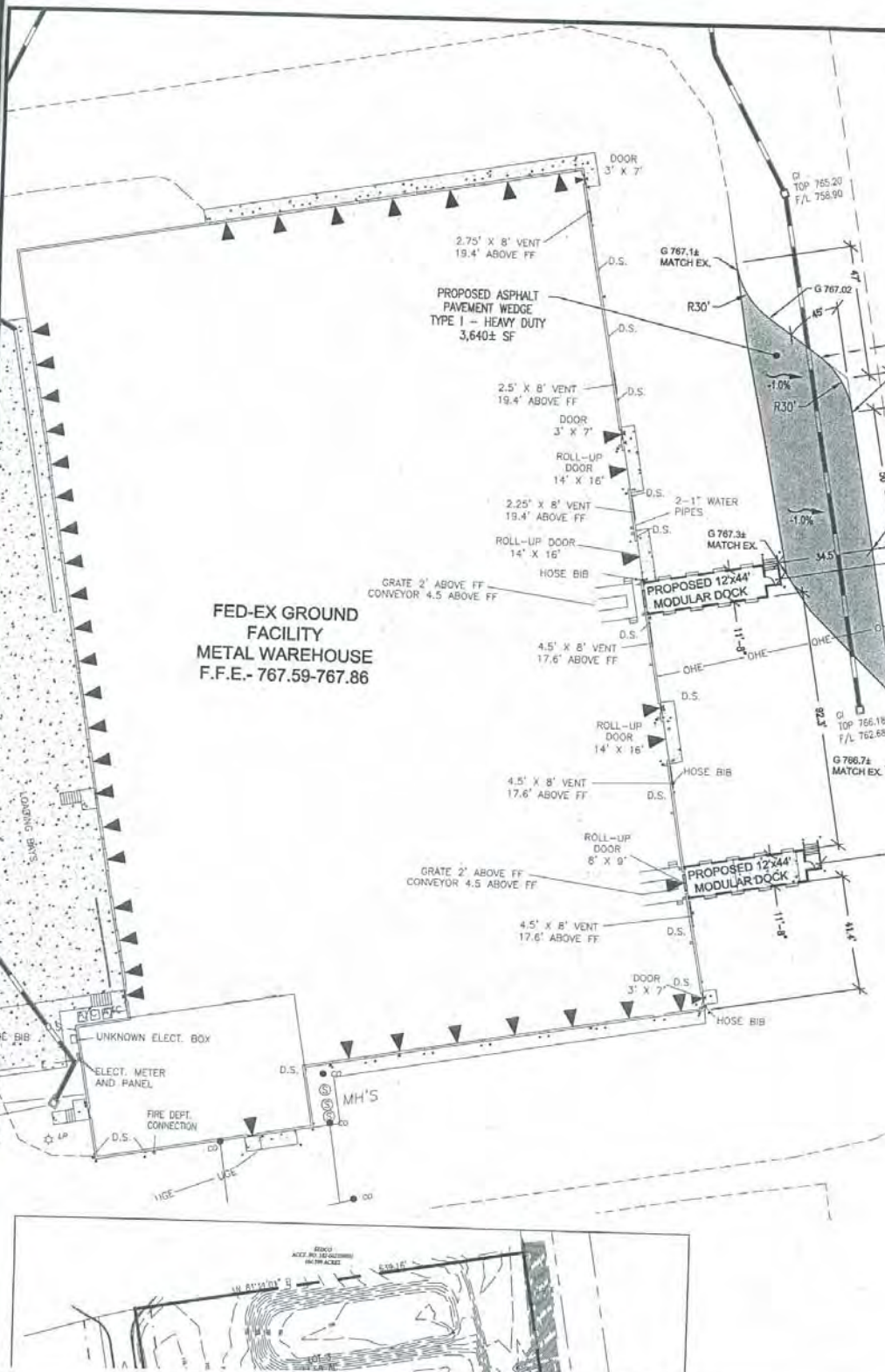
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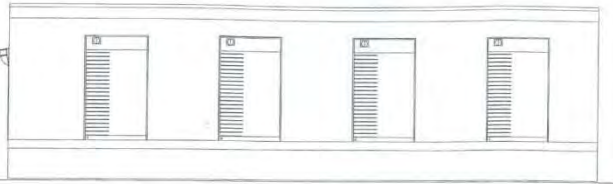


**VORTEX**  
ENGINEERING & ARCHITECTURE, INC.

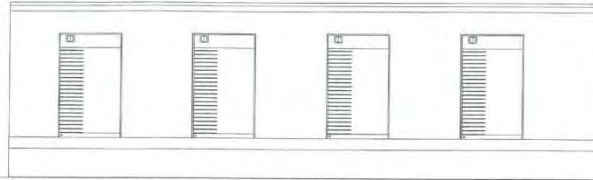


IF THIS LINE IS NOT 1" THIS  
DRAWING IS NOT TO SCALE

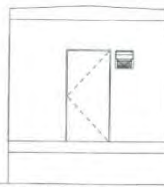




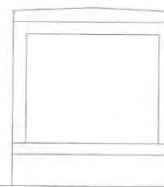
① North Elevation  
3/16" = 1'-0"



② South Elevation  
3/16" = 1'-0"



③ East Elevation  
3/16" = 1'-0"



④ West Elevation  
3/16" = 1'-0"

**PRELIMINARY**

| No. | Description | Date |
|-----|-------------|------|
|     |             |      |
|     |             |      |
|     |             |      |
|     |             |      |



201 WEST FIRST STREET  
P.O. BOX 686  
SHERMAN, TEXAS 79153  
PHONE: 903.221.8111  
FAX: 903.221.8111  
WWW.WMEI.COM

Drawn By  
Checked By  
DL  
Title

EXTERIOR ELEVATIONS  
FEDEX LOADING DOCK- SHERMAN, TEXAS  
48'x12' (44'-0"x11'-10")

|                          |                        |
|--------------------------|------------------------|
| Sheet No.<br>37761637762 | Scale<br>12-21-12      |
| Client No.<br>38281-99   | Scale<br>3/16" = 1'-0" |
| Job No.<br>6960          | Page No.<br>A1.0       |
| Job No.<br>2012-063-SW   |                        |

12/27/2012 3:52:48 PM

*City of Sherman*  
**Planning and Zoning Commission**  
**Board of Adjustments**  
*Agenda Communication Form*  
*February 19, 2013*  
**Don Hicks, Chairman**

**Joe Gilbert, Vice-Chairman**  
**Brad Morgan, Commissioner**  
**Darren Tankersley, Commissioner**  
**Ron Barton, Commissioner**

**Richard Barber, Commissioner**  
**Ryan Michael Kreck, Commissioner**  
**Sam Thorpe, Commissioner**  
**Ronnie Dutton, Commissioner**

**3221 Northgate Drive**  
**Being Lot 3, Block 1, Northgate Business Park, Phase One and**  
**in Tract 4.1, Blalock Industrial Park**  
**Exception & Site Plan**

**Requested Action/Proposed Use:**

***Planning and Zoning Commission***

- Exception to allow aluminum siding for two modular docks for FedEx Ground in lieu of masonry or factory finished metal panels in the Blalock Industrial Park.
- Site plan approval for the installation of two modular docks for FedEx Ground in the Blalock Industrial Park.

**Background:**

The property is located at 3221 Northgate Drive in the Blalock Industrial Park; FedEx Ground is the tenant. The project includes constructing two (2) 12' x 44' modular docks on the east side of the existing building. They would like to use aluminum siding, smooth surface with baked enamel finish on the exterior of the modular docks.

**Adjacent Zoning:**

Blalock Industrial Park

**Origination:**

American Realty Capitol Operating Partnership, LP (Owners), FedEx Ground Package Handling Facility (Tenant), Vortex Engineering & Architecture, Inc. (Engineer/Architect) and Robert W. Jones, II (Representative)

**Master Plan Designation:**

**Business Park and Research** – Business Park designation allows for compatibility with the use of the roadway and rail system for frequent truck and rail traffic. Industrial and office uses are the most appropriate and compatible land uses adjacent to a truck route and the state road and/or rail system. Typical tenants of a business park and research center include light industrial manufacturing, wholesaling, warehouse facilities, light assembly plants, research and development firms and distribution centers.

**Number of notices mailed:**

36

**Objections received:**

0

**Attachments:**

Location map

Photographs

Site Plan

Staff Review Letter

**Prepared by:**

**Patsy Reeves,**

**Developmental Services Secretary**

**Approved by:**

**Scott Shadden,**

**Director of Developmental Services**

**STAFF REVIEW LETTER**

February 13, 2013

American Realty Capitol Operating Partnership LP  
Russ Winget  
106 York Road  
Jenkintown, PA 19046

Vortex Engineering & Architecture, Inc.  
Robert W. Jones, II  
2394 Patterson Road, Ste. 201  
Grand Junction, CO 81505

Dear Applicants,

The request for site plan approval for the installation of two modular docks for FedEx Ground in the Blalock Industrial Park for the property located at 3221 Northgate Drive has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2013 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the Blalock Industrial Park Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,

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

CC: George Olson, City Manager  
Mark Gibson, Director Utilities & Engineering Services  
Clay Barnett, City Engineer  
Jamie Baggs, Fire Marshal  
Brandon Shelby, City Attorney  
Lisa Whitfield, Engineering & Development Coordinator  
P.O. BOX 1106 • SHERMAN, TEXAS 75091-1106 • (903) 892-7206



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. D.5

### CITIZEN REQUESTS

The Honorable Carolyn S. Wacker, Mayor



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. D.6

### MEDIA QUESTIONS

The Honorable Carolyn S. Wacker, Mayor



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. D.7

### COUNCIL COMMENTS

The Honorable Carolyn S. Wacker, Mayor



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. D.8

### ADJOURNMENT

The Honorable Carolyn S. Wacker, Mayor



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**From:** The Office of the City Manager

**Date:** 3-4-2013

**Subject:** Agenda Item No. N/A

### COUNCIL CALENDAR

## 2 0 1 3

| JANUARY |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
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| 13      | 14 | 15 | 16 | 17 | 18 | 19 |
| 20      | 21 | 22 | 23 | 24 | 25 | 26 |
| 27      | 28 | 29 | 30 | 31 |    |    |

| FEBRUARY |    |    |    |    |    |    |
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| 17       | 18 | 19 | 20 | 21 | 22 | 23 |
| 24       | 25 | 26 | 27 | 28 |    |    |

| MARCH |    |    |    |    |    |    |
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| 10    | 11 | 12 | 13 | 14 | 15 | 16 |
| 17    | 18 | 19 | 20 | 21 | 22 | 23 |
| 24    | 25 | 26 | 27 | 28 | 29 | 30 |
| 31    |    |    |    |    |    |    |

| APRIL |    |    |    |    |    |    |
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| 14    | 15 | 16 | 17 | 18 | 19 | 20 |
| 21    | 22 | 23 | 24 | 25 | 26 | 27 |
| 28    | 29 | 30 |    |    |    |    |

| MAY |    |    |    |    |    |    |
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| JUNE |    |    |    |    |    |    |
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| JULY |    |    |    |    |    |    |
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| AUGUST |    |    |    |    |    |    |
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| 11     | 12 | 13 | 14 | 15 | 16 | 17 |
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| SEPTEMBER |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
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| 15        | 16 | 17 | 18 | 19 | 20 | 21 |
| 22        | 23 | 24 | 25 | 26 | 27 | 28 |
| 29        | 30 |    |    |    |    |    |

| OCTOBER |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
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| 13      | 14 | 15 | 16 | 17 | 18 | 19 |
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| 27      | 28 | 29 | 30 | 31 |    |    |

| NOVEMBER |    |    |    |    |    |    |
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| 10       | 11 | 12 | 13 | 14 | 15 | 16 |
| 17       | 18 | 19 | 20 | 21 | 22 | 23 |
| 24       | 25 | 26 | 27 | 28 | 29 | 30 |

| DECEMBER |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
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| 8        | 9  | 10 | 11 | 12 | 13 | 14 |
| 15       | 16 | 17 | 18 | 19 | 20 | 21 |
| 22       | 23 | 24 | 25 | 26 | 27 | 28 |
| 29       | 30 | 31 |    |    |    |    |

|            |                                                                                                       |
|------------|-------------------------------------------------------------------------------------------------------|
| 03/13/2013 | 12 noon Called Council Meeting for General Services, Financial, and Comprehensive Master Plan Updates |
| 09/02/2013 | Labor Day/Called Council Meeting on 09/03/2013                                                        |
|            |                                                                                                       |
|            |                                                                                                       |

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