

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 2, 2015
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER TERRENCE R. STEELE**
- A. 3. INVOCATION BY COUNCIL MEMBER TERRENCE R. STEELE**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 16, 2015**

Public Hearing

- B. 1. PUBLIC HEARING**
Conduct the First Public Hearing Concerning the Annexation of 7.32 Acres of Land on West Lamberth Road, Adjoining the Old County Farm on the South Side, Adjacent to the Sherman City Limits, and in the City of Sherman's Extra Territorial Jurisdiction

Close Public Hearing and Consider Approval of the Consent Agenda

- B. 2. 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. 5943**
Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1113 South Travis Street
- C. 2. * RESOLUTION NO. 5944**
Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1106 South Walnut Street

- C. 3. *** RESOLUTION NO. 5945**
Authorizing Execution of an Agreement with Malaquias Garcia for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1427 East Thomas Street
- C. 4. **RESOLUTION NO. 5946**
Approving the Greater Texoma Utility Authority's Intention to Contract with Lynn Vessels Construction, LLC for Construction of the Eastside Outfall Return Sewer
- C. 5. *** RESOLUTION NO. 5947**
Authorizing the Purchase of a 2016 Kenworth T270 Container Truck Chassis for the Solid Waste Services Department from MHC Kenworth through the Texas Local Government Purchasing Cooperative (BuyBoard)

Change Orders

- D. 1. **CHANGE ORDER NO. 1**
Gallagher Elevated Tank Repair and Repaint Project; Move Project Start Date to November 7, 2016
- E. **CITIZEN REQUESTS**
- F. **MEDIA QUESTIONS**
- G. **COUNCIL COMMENTS**

Executive Session

- H. 1. **EXECUTIVE SESSION**
In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), "The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the Open Meetings Law, Chapter 551, Government Code, Vernon's Texas Codes Annotated, in Accordance with the Authority Contained in the Following Sections:
- | | |
|-----------------|--|
| Section 551.074 | Personnel Matters |
| | (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions: |
| | (1) Planning and Zoning Commission (2) |

The Council reconvenes into General Session

- I. 1. **OPEN MEETING**
Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session
- J. **ADJOURNMENT**

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on February 26, 2015 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 26th day of February, 2015
City of Sherman, Texas

City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.

All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda.

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

Carolyn S. Wacker

Deputy Mayor

David Plyler

Council Members

Ryan Johnson, Council-At-Large, PL #1

Jason Sofey, Council-At-Large, PL #2

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Tom Watt, Council – District #3

David Plyler, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 03/02/2015

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 16, 2015

Attachments

February 16, 2015

STATE OF TEXAS §
 February 16, 2015
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 16, 2015.

MEMBERS PRESENT: MAYOR CARY WACKER; DEPUTY MAYOR DAVID PLYLER.
 COUNCIL MEMBERS DAVIS, JOHNSON, WATT.

MEMBERS ABSENT: COUNCIL MEMBERS SOFEY, STEELE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of February 2, 2015. Deputy Mayor Plyler moved to approve the Minutes as presented; Second by Council Member Watt. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Wacker introduced Ordinance 5868 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "STOP" SIGN ON REMUDA TRAIL AT LAMBERTH ROAD WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5868
STOP SIGN

No citizens appeared before the City Council to discuss Ordinance 5868.

Mayor Wacker introduced Ordinance 5869 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TIRE SALES, SERVICE, INSTALLATION AND REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 3924 TEXOMA PARKWAY, BEING .071 ACRES IN THE SAMUEL M. McGLOTHLIN SURVEY, ABSTRACT NO. 811 AND THE H. JENNINGS SURVEY, ABSTRACT NO. 639 (JOHN & SUSIE CHUNG, OWNERS; AND JUAN & BRENDA FRAGA, APPLICANTS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5869
SUP FOR TIRE SALES

COUNCIL MINUTES – FEBRUARY 16, 2015

Scott Shadden, Director of Development Services, said the location has previously been a tire store and this is a continued use. They are making improvements on the building.

No citizens appeared before the City Council to discuss Ordinance 5869.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5868

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT “STOP” SIGN ON REMUDA TRAIL AT LAMBERTH ROAD WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5868
STOP SIGN

Ordinance 5869

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TIRE SALES, SERVICE, INSTALLATION AND REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 3924 TEXOMA PARKWAY, BEING .071 ACRES IN THE SAMUEL M. McGLOTHLIN SURVEY, ABSTRACT NO. 811 AND THE H. JENNINGS SURVEY, ABSTRACT NO. 639 (JOHN & SUSIE CHUNG, OWNERS; AND JUAN & BRENDA FRAGA, APPLICANTS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5869
SUP FOR TIRE SALES

ACTION TAKEN.

Motion by Council Member Watt to approve Ordinance Nos. 5868 and 5869, as presented. Second by Council Member Johnson.

VOTING AYE: Davis, Johnson, Plyler, Watt.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5938 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH SEAN VANDERVEER UNDER THE CITY OF SHERMAN’S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 113 NORTH TRAVIS STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

RES 5938
CENTRAL BUSINESS
DISTRICT HISTORIC
BUILDING
RESTORATION GRANT
(113 N. TRAVIS)

SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH SEAN VANDERVEER UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 113 NORTH TRAVIS STREET.

Sean Vanderveer explained that 113 North Travis Street is the old Legacy Florist building, and he plans to put a commercial space in the front. They are currently talking with a tenant that does reclaimed architectural elements.

The proposed tenant is part of a family owned business in New England that would be shipping reclaimed architectural elements to Sherman for sale. He felt this would be a unique opportunity for Sherman.

Mr. Vanderveer said they have rebuilt the front of the building and would like to "finish out" the inside with the requested grant money.

Mayor Wacker said funding for the Central Business District Historic Building Restoration Grant Program was one of the priorities set by the City Council this year.

ACTION TAKEN.

Motion by Deputy Mayor Plyler to approve Resolution No. 5938, as presented. Second by Council Member Johnson.

VOTING AYE: Davis, Johnson, Plyler, Watt.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5939 – RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2015A (CITY OF SHERMAN PROJECT), APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY FOR THE BENEFIT OF THE CITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2015A (CITY OF SHERMAN PROJECT), APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY FOR THE BENEFIT OF THE CITY.

Robby Hefton, Deputy City Manager, said this is a larger project that would be completed through the Greater Texoma Utility Authority. The \$3.5 million project is for the headworks at the Wastewater Treatment Plant. Debt will be issued through the Texas Water Development Board Clean Water Fund, which will save the City over \$400,000 on interest rates.

RES 5939
GTUA CONTRACT
REVENUE BONDS
WWTP
INFRASTRUCTURE
PROJECT

COUNCIL MINUTES – FEBRUARY 16, 2015

Mayor Wacker said this is a good partnership project between GTUA and the City.

Drew Satterwhite, GTUA General Manager, said the interest rate on the project is 1.24%.

ACTION TAKEN.

Motion by Council Member Watt to approve Resolution No. 5939, as presented. Second by Deputy Mayor Plyler.
VOTING AYE: Davis, Johnson, Plyler, Watt.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 5940 – AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED UNDER THE OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF TWO AUTOMATED LICENSE PLATE READERS (ALPR) MEETING CURRENT STANDARDS FOR LAW ENFORCEMENT USE WITHIN THE SHERMAN POLICE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED UNDER THE OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF TWO AUTOMATED LICENSE PLATE READERS (ALPR) MEETING CURRENT STANDARDS FOR LAW ENFORCEMENT USE WITHIN THE SHERMAN POLICE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY.

CONSENT AGENDA.

RESOLUTION NO. 5941 – AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR AN ANNUAL SUPPLY OF CHEMICALS FOR THE SHERMAN WATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR AN ANNUAL SUPPLY OF CHEMICALS FOR THE SHERMAN WATER TREATMENT PLANT.

CONSENT AGENDA.

RESOLUTION NO. 5942 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SF LANDSCAPING FOR THE 2015 PUBLIC WORKS MOWING PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SF

RES 5940
GRANT FOR
AUTOMATED
LICENSE PLATE
READERS

RES 5941
ANNUAL SUPPLY
OF CHEMICALS FOR
WTP

RES 5942
MOWING PROGRAM

LANDSCAPING FOR THE 2015 PUBLIC WORKS MOWING PROGRAM.

Mayor Wacker said this Resolution ties in with Item E-1, which is to consider the rejection of bids for the Annual City Parks and Grounds Finish Mowing Contract.

Mr. Hefton said the staff sent out requests to local vendors to bid both the “rough mowing” (Item C-5) for the mowing of right-of-ways and other things, as well as the “parks mowing” (Item E-1) which is a finer mow. There were some internal issues on the finish mowing bid specifications and they weren’t as clean as they should have been.

He asked the Council to allow the staff to remove the ambiguities and make the specifications clearer for the bidders. The staff does recommend awarding the bid for the Public Works mowing to SF Landscaping. Those bid specifications were clear and there were no issues with them.

Mr. Hefton said the staff also recommends the rejection of finish mowing bids to allow new bid specifications for the project. Those bids are expected to be presented to the Council for approval at the second Council Meeting in March.

ACTION TAKEN.

Motion by Council Member Davis to approve Resolution No. 5942, as presented. Second by Council Member Johnson.

VOTING AYE: Davis, Johnson, Plyler, Watt.

VOTING NAY: None.

MOTION CARRIED.

**REQUEST TO ADVERTISE
CONCESSION STAND(S) FOR THE CITY OF SHERMAN'S
PARK SYSTEM**

The City Council approved the request to advertise for Concession Stand(s) for the City’s park system. In the past, the City has contracted with an outside vendor to provide concessions within the various parks to coincide with and provide concessions to the various organized youth and adult activities.

A concession stand has been operating under contract at these parks since 1995 and the contract has expired. The new contract would include concessions for the current seasonal activities in various parks, with an option to provide concessions for future activities at various locations.

CONSENT AGENDA.

**OTHER BUSINESS
CONSIDER REJECTION OF BIDS FOR THE ANNUAL CITY
PARKS AND GROUNDS FINISH MOWING CONTRACT**

**REQ TO ADVERTISE
CONCESSION STANDS**

**REJECTION OF BIDS
PARKS & GROUNDS**

COUNCIL MINUTES – FEBRUARY 16, 2015

ACTION TAKEN.

Motion by Deputy Mayor Plyler to reject the bids for the annual parks and grounds finish mowing contract and to rebid the project, as presented. Second by Council Member Davis.

VOTING AYE: Davis, Johnson, Plyler, Watt.

VOTING NAY: None.

MOTION CARRIED.

FINISH MOWING

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF 7.32 ACRES OF LAND ON WEST LAMBERTH ROAD, ADJOINING THE OLD COUNTY FARM ON THE SOUTH SIDE, AND ADJACENT TO THE SHERMAN CITY LIMITS; AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

Mayor Wacker said the item is to approve the proposed annexation scheduling plan to begin the process to annex property owned by Mr. Hefton. Public hearings will be held March 2, March 16, and April 6, 2015.

ANNEXATION
LAMBERTH ROAD

ACTION TAKEN.

Motion by Council Member Watt to approve the annexation schedule for 7.32 acres of land on West Lamberth Road, adjoining the Old County Farm on the south side, as presented. Second by Council Member Davis.

VOTING AYE: Davis, Johnson, Plyler, Watt.

VOTING NAY: None.

MOTION CARRIED.

REPLAT APPROVAL OF VARSOVIA FIRST ADDITION, A REPLAT OF PART OF LOT 4, BLOCK 1, CARRAWAY'S SUBDIVISION; BEING 2.016 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND PART OF LOT 4, BLOCK 1 OF DR. J.H. CARRAWAY'S SUBDIVISION; AMERISTATE BANK, OWNERS; DAVID BACA STUDIO, ARCHITECT; VARSOVIA GROUP, LLC, DEVELOPER; AND HELVEY & ASSOCIATES SURVEYING, INC., SURVEYOR (700 BLOCK OF EAST LAMBERTH ROAD AND 2500 BLOCK OF MASTERS STREET)

The City Council approved the Replat of Varsovia First Addition, a Replat of part of Lot 4, Block 1, Carraway's Subdivision. The Replat consists of 2.016 acres in the J.B. McAnair Survey, Abstract No. 763 and part of Lot 4, Block 1 of Dr. J.H. Carraway's Subdivision.

The Replat is located in the 700 block of East Lamberth Road and the 2500 block of Masters Street, which is the southeast corner of the intersection. The owners would like to replat the property into two lots for commercial development.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter,

APPROVE REPLAT
VARSOVIA FIRST
ADDITION
(700 BLOCK OF E.
LAMBERTH RD. &
2500 BLOCK OF
MASTERS ST.)

COUNCIL MINUTES – FEBRUARY 16, 2015

with the exception of item #3 being reduced to 9' right-of-way dedication instead of 18.5'.

CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

BONHAM POLICE CAPTAIN TIMOTHY LA VERGNE, SR.

Council Member Watt asked everyone to keep the family of Bonham Police Captain Tim La Vergne in their prayers. He was a great public servant and was very helpful to Council Member Watt as a police captain.

SHERMAN/DENISON NO. 1 IN HOME SALES AND VALUE

Council Member Johnson said last week Sherman/Denison was ranked number one in residential growth in home sales and value in the United States. He felt that was a good sign that Sherman's economy is "turning around."

UPCOMING EVENTS

Mayor Wacker reminded citizens to keep checking the City's website and the Sherman Tourism website for upcoming events. There are several performances and special events coming up at the Sherman Public Library and the Kidd-Key Auditorium.

She said the Sherman Symphony's next performance is scheduled for February 28, 2015 and there is a Texoma Music Hall of Fame Exhibit at the Sherman Museum.

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

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

SECTION 551.074

PERSONNEL MATTERS:
DELIBERATE THE APPOINTMENT,
EMPLOYMENT, EVALUATION,
REASSIGNMENT, DUTIES,
DISCIPLINE, OR DISMISSAL OF A
PUBLIC OFFICER OR EMPLOYEE

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:17 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:28 p.m. and reconvened in Open Meeting.

CITIZENS REQUESTS

MEDIA QUESTIONS

BONHAM POLICE
CAPT. TIMOTHY
LA VERGNE, SR.

SHERMAN/DENISON
NO. 1 IN HOME
SALES & VALUE

UPCOMING EVENTS

EXECUTIVE SESSION

COUNCIL MINUTES – FEBRUARY 16, 2015

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:29 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 03/02/2015

Prepared By: Brandon Shelby, City Attorney

Approved By: George Olson, City Manager

Caption:

PUBLIC HEARING

Conduct the First Public Hearing Concerning the Annexation of 7.32 Acres of Land on West Lamberth Road, Adjoining the Old County Farm on the South Side, Adjacent to the Sherman City Limits, and in the City of Sherman's Extra Territorial Jurisdiction

Issue:

To conduct the first public hearing concerning the annexation of 7.32 acres of land in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its February 16th meeting, the City Council approved the schedule for annexation of this property, which sets this public hearing, a second public hearing for the March 16th regular Council meeting, and introduction and adoption of the Ordinance to annex the subject property at the April 6th regular Council meeting.

Origination:

City Council

Financial Consideration:

City accepts maintenance. The incremental cost of annexing this residential property is negligible.

Staff Recommendation:

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

Alternatives:

As directed by the City Council

Attachments

Request for Annexation

Location Map

Annexation Schedule

Field Notes and Sketch

Facility Plan

February 3, 2015

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

Dear Mr. Olson,

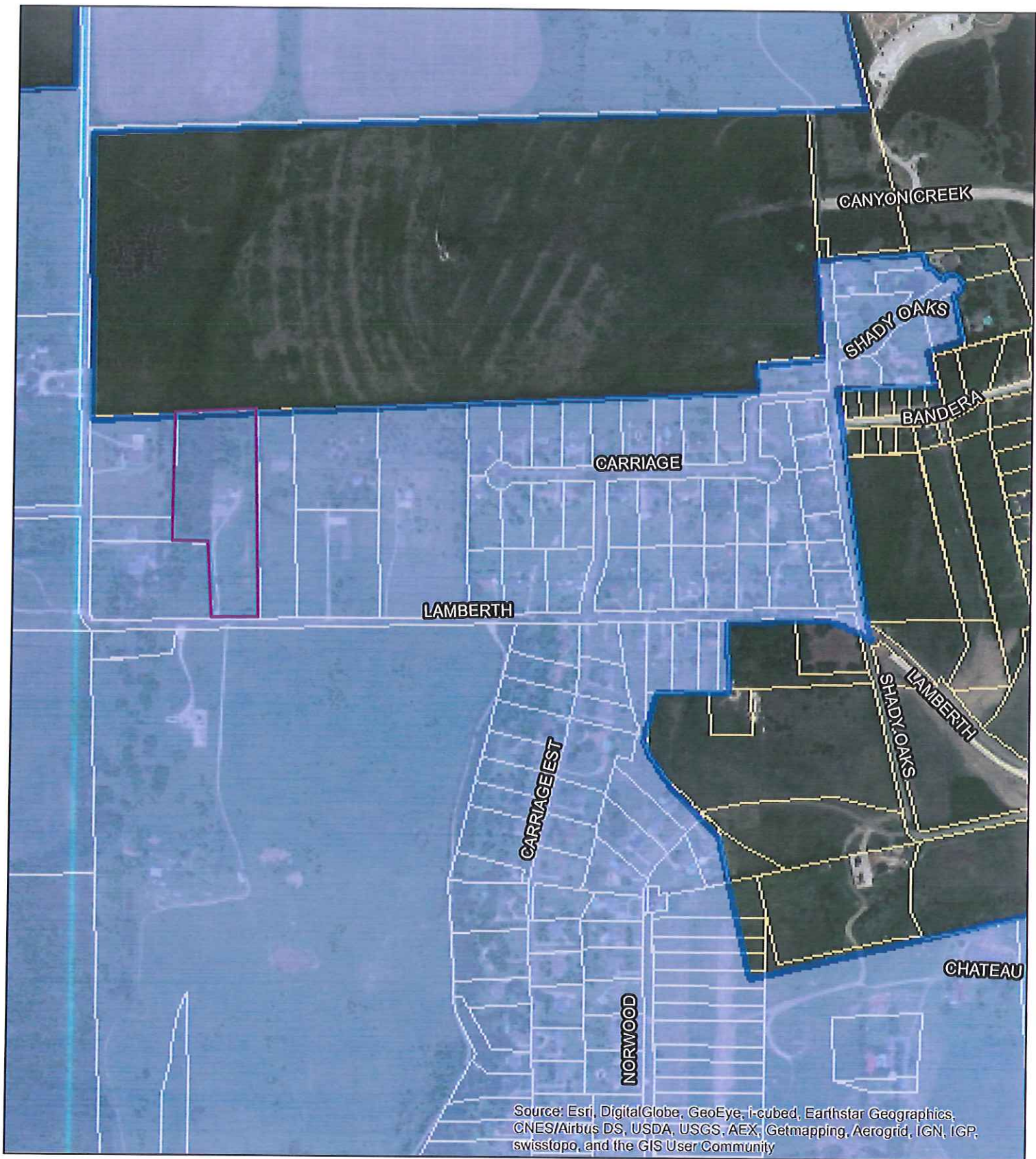
This letter is the request the annexation of my property located at 3691 W. Lamberth Road into the City of Sherman. This property is located adjacent to the old "County Farm", just to the south. I have provided a copy of the legal description, survey drawings, and survey field notes to your Engineering and Development department.

Thank you for your consideration in this. Please contact me at (903) 819-7452 if you have any questions or need any other information.

Regards,



Robby Hefton



ANNEXATION SCHEDULING PLAN

Annexation of 7.32 acres on Lamberth Road and adjacent to the City Limits

Wednesday, February 18, 2015.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, February 19, 2015.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Thursday, February 26, 2015.....	Post notice of 1 st Public Hearing under the Open Meetings Act.
Monday, March 2, 2015.....	City Council's 1 st Public Hearing on intent to annex and service plan.* (Regular Meeting)
Thursday, March 5, 2015.....	Post notice on City's website, newspaper and City Hall for City Council's 2nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Thursday, March 12, 2015.....	Post notice of 2 nd Public Hearing under the Open Meetings Act.
Monday, March 16, 2015.....	City Council's 2 nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
Thursday, April 2, 2015.....	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, April 6, 2015.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance. (Regular Council Meeting)

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

SARTIN & ASSOCIATES SURVEYING COMPANY
P.O. Box 1843 Sherman, Texas 75091-1843 (903)892-8003
Fax Number (903)868-2970

SITUATED in the County of Grayson, State of Texas, being a part of the JAMES H. VADEN SURVEY, Abstract No. 1288, being a part of a 43.6629 acre tract of land conveyed by Essie Saunders and Raymond Plumlee to Don W. Hefton by deed dated May 14, 1964, recorded in Volume 1006, Page 484, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found 3/8 inch rebar on the North line of said 43.6629 acre tract, said rebar maintaining the Northeast corner of a 6.00 acre tract of land described in Three Tracts in deed from Shane Kenneth Wilson and Carla J. Wilson to J. P. McConnell and E. Jean McConnell, dated April 24, 1997, recorded in Volume 2539, Page 429, Official Public Records, Grayson County, Texas;

THENCE North 88 deg. 27 min. 00 sec. East, with the general line of a fence, the North line of said 43.6629 acre tract, a distance of 394.02 feet to a found 1/2 inch rebar at the base of a fence corner post, said rebar maintaining the Northwest corner of a 5.00 acre tract of land conveyed by

THENCE South 00 deg. 25 min. 23 sec. East, with the general line of a fence, the West line of said 5.00 acre at a distance of 1005.68 ft. passing a found 1/2 inch rebar on the North side of a public road known as Lamberth Road, and continuing for a total distance of 1016.78 feet to a found 1/2 inch rebar in said road, and on the South line of both said 43.6629 acre tract, and Vaden Survey, the North line of the William Thompson Survey, Abstract No. 1209, said rebar maintaining the Southwest corner of said 5.00 acre tract;

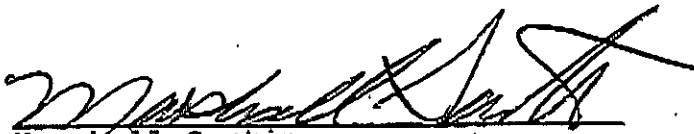
THENCE South 89 deg. 39 min. 49 sec. West, along said Lamberth Road, and with the South line of both said 43.6629 acre tract, and Vaden Survey, the North line of said Thompson Survey, a distance of 166.31 feet to a set spike nail;

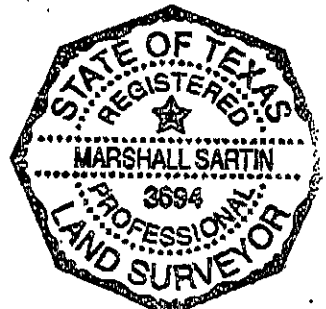
THENCE North 03 deg. 58 min. 28 sec. West, leaving said Lamberth Road, and continuing with the center of a gravel drive for a total distance of 387.64 feet to a set 1/2 inch rebar;

THENCE South 88 deg. 27 min. 00 sec. West, a distance of 212.66 feet to a found 1/2 inch rebar maintaining the Southeast corner of the above mentioned 6.00 acre tract;

THENCE North 00 deg. 24 min. 00 sec. East, with the East line of said 6.00 acre tract, a distance of 626.13 feet to the place of beginning and containing **7.32 ACRES OF LAND** more or less.....

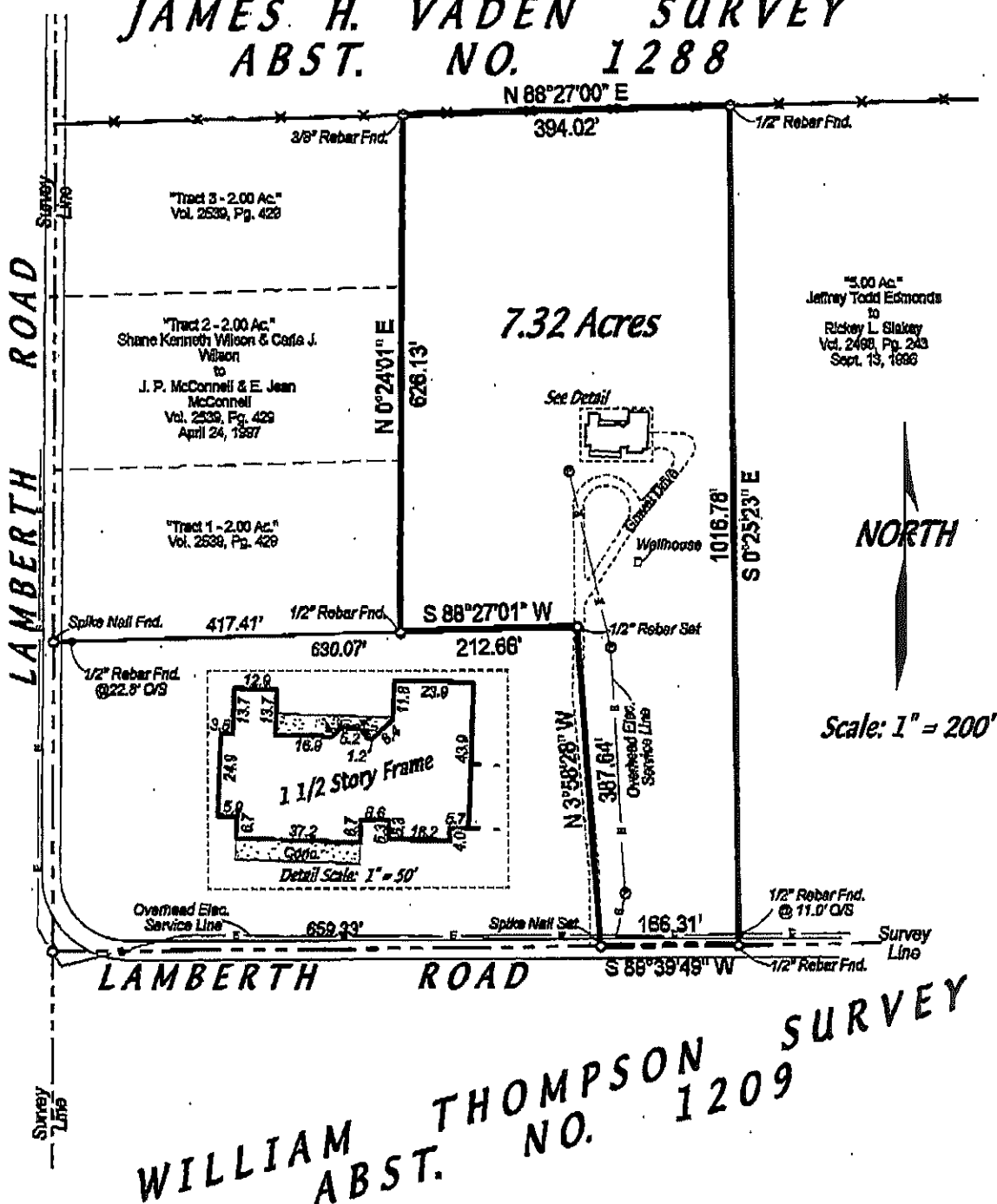
I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 17 th day of August, 1998 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.


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



G. R. REEVES SURVEY
ABST. NO. 1020

JAMES H. VADEN SURVEY ABST. NO. 1288



SARTIN & ASSOCIATES
SURVEYING COMPANY

P.O. Box 1843 Sherman, Texas 75091-1843 (903)892-8003
FAX NUMBER 903-868-2970

Survey for: ROBBIE HEFTON

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 17th day of August, 1998 of the following described property:
Improvements located September 24th, 1999;

(Legal description attached)

That the improvements on said property are known as 3691 West Lamberth Road, Sherman, Texas 75092 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying. Bearings are based on monuments found, and deed bearings used in Volume 1539, page 429, and Volume 2498, Page 243, Official Public Records, Grayson County, Texas.

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



City of Sherman
Municipal Service Plan
7.32 Acres on West Lamberth Road

INTRODUCTION:

The annexation is the site of 7.32 acres on West Lamberth Road (3691 W Lamberth Rd) lying adjacent to the City of Sherman existing city limits.

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

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Provide police services to include patrol, response to calls for police assistance, as well as any other customary or necessary police services, from the effective date of annexation forward, using available personnel and equipment.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

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

STREETS AND BRIDGES: Any future city streets will be developed by the standard provisions of the Developers Ordinance with future maintenance by the City of Sherman. Street lighting will be established according to city guidelines.

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

CONSTRUCTION INSPECTIONS: Building permits and inspection services will be available upon annexation.

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

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

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

CAPITAL IMPROVEMENTS:

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

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 03/02/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

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

List of Agenda Items:

- C.1. * RESOLUTION NO. 5943**
Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1113 South Travis Street
- C.2. * RESOLUTION NO. 5944**
Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1106 South Walnut Street
- C.3. * RESOLUTION NO. 5945**
Authorizing Execution of an Agreement with Malaquias Garcia for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1427 East Thomas Street
- C.5. * RESOLUTION NO. 5947**
Authorizing the Purchase of a 2016 Kenworth T270 Container Truck Chassis for the Solid Waste Services Department from MHC Kenworth through the Texas Local Government Purchasing Cooperative (BuyBoard)
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 03/02/2015

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5943**

Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1113 South Travis Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1113 South Travis Street.

Background:

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

Origination:

Cupid Investments, Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$313.20 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. 5943

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Building Permit

Site Plan

Photo

Location Map

Reinvestment Zone Map

RESOLUTION NO. 5943

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH CUPID INVESTMENTS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1113 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 receipt of a fully-executed agreement from Cupid Investments and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Cupid Investments for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1113 South Travis Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the ____ day of March, 2015.

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 **CUPID INVESTMENTS**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th 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 18th 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, 2015, and continuing for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022,

2023 and 2024, 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 2015, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2015	100%
2016	100%
2017	100%
2018	100%
2019	100%
2020	100%
2021	80%
2022	60%
2023	40%
2024	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 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024, 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 1113 South Travis Street, Sherman, Texas, and as more particularly described by the following:

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the SAMUEL BLAGG SURVEY, Abstract No. 56, being a part of Lot SIX (6) of M. B. MOORE ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 33, Page 89, Deed Records, Grayson County, Texas, being a 65 x 150 foot tract of land described in Tract Four (4) in deed from Robert B. and Ellen C. LaLonde Revocable Living Trust to Robbie LaLonde Elvington, dated March 23, 2009, recorded in Volume 4610, Page 926, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a set ½ inch capped rebar stamped SARTIN-3694 for the Northwest corner of said 65 x 150 foot tract, at the intersection of the East line of Travis Street with the South line of Mockingbird Lane;

THENCE North 74 deg. 26 min. 03 sec. East, with the South line of said Mockingbird Lane, a distance of 151.18 feet to a found ½ inch capped rebar stamped SARTIN-3694 maintaining the Northwest corner of a 50 x 150 foot tract of land conveyed by Ellis W. Upton to Barton Capital, Ltd. By deed dated July 30, 2007, recorded in Volume 4294, Page 537, Official Public Records, Grayson County, Texas;

THENCE South 16 deg. 00 min. 00 sec. East, with the West line of said 50 x 150 foot tract, at a distance of 50.00 feet passing a chain link fence corner post maintaining its Southwest corner, the Northwest corner of a 50 x 150 foot tract of land conveyed by David Jarvis to Reyes Villarreal by deed dated March 17, 2006, recorded in Volume 4023, Page 704, Official Public Records, Grayson County, Texas and continuing with the West line of said Villarreal 50 x 150 foot tract for a total distance of 65.00 feet to a set ½ inch capped rebar stamped SARTIN-3694 for the Northeast corner of 67.00 x 150.00 foot tract conveyed by S & D Properties to Margarita Gonzalez and Julio Gonzalez by deed dated April 12, 2012, recorded in Volume 5121, Page 29, Official Public Records, Grayson County, Texas;

THENCE South 74 deg. 09 min. 10 sec. West, with the North line of said Gonzalez 50 x 150 foot tract, a distance of 150.85 feet to a found ½ inch pipe maintaining its Northwest corner, on the West line of said Block Six, the East line of said Travis Street;

THENCE North 16 deg. 17 min. 03 sec. West, with the West line of said Lot Six the East line of said Travis Street, a distance of 65.74 feet to the **PLACE OF BEGINNING** and containing **0.23 ACRES OF LAND** more or less

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 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

Cupid Investments
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4201

Copy to: Grayson Appraisal District
512 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 _____, 2015.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
CUPID INVESTMENTS

BY: _____
GEORGE OLSON

BY: _____
RON BARTON

CITY MANAGER

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 **RON BARTON**, 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 ____day of _____, 2015 A.D.

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

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

Property Owner:

Name: Cupid Investments

Mailing Address: 715 S. Hwy 75 Sherman, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Greg Pierson (Cupid Homes)

Mailing Address: 715 S. Hwy 75 Sherman, TX 75090

Telephone Number: 903-868-4201

Property:

Physical Address: 1113 S. Travis St.

Summary Legal Description: Lot: 6 Block: Addition: MB Moore

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

Improvements:

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

Estimated Value of Improvements: \$90,000

Estimated Date of Start of Construction:

Estimated Date of Completion of Project: 4/1/2015

Description of Project: New Home Construction

Applicant(s): Greg A. P.

Date: 1/16/2015

Date:

Grayson County
Wilma Bush
Grayson County Clerk
Sherman, Texas 75090



70 2014 00021270

0118085

Instrument Number: 2014-00021270

As

Recorded On: November 07, 2014

Recordings

Parties: ELVINGTON ROBBIE LALONDE

Billable Pages: 3

To CUPID INVESTMENTS INC

Number of Pages: 5

Comment: WD

(Parties listed above are for Clerks reference only)

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

Recordings	24.00
Total Recording:	24.00

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

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

File Information:

Record and Return To:

Document Number: 2014-00021270

Receipt Number: 413179

RED RIVER TITLE CO

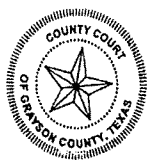
Recorded Date/Time: November 07, 2014 03:23:40P

421 N. CROCKETT ST

Book-Vol/Pg: BK-OR VL-5543 PG-136

SHERMAN TX 75090

User / Station: G WHITE - Cashiering Station 1



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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

0118685

Bk Vol Pg
00021270 OR 5543 137

"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."

WARRANTY DEED

DATE: November 7, 2014

GRANTOR: ROBBIE LALONDE ELVINGTON, a single person

GRANTEE AND GRANTEE'S MAILING ADDRESS: CUPID INVESTMENTS, INC., a Texas corporation, 715 S. Sam Rayburn Frwy., Sherman, Texas 75090

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

PROPERTY (including any improvements): Being a part of Lot Six (6) of M. B. Moore Addition to the City of Sherman, Texas, as shown by Plat of record in Volume 33, Page 89, Deed Records, Grayson County, Texas, containing 0.23 acres of land, more or less, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

RESERVATIONS FROM CONVEYANCE:

None

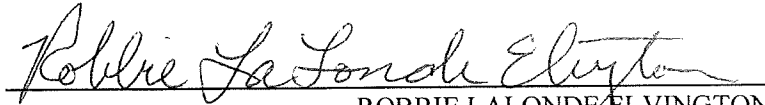
EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent that they are still in force and effect, and shown of record in the hereinabove mentioned County and State; and also to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are applicable and enforceable against the hereinabove described property.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

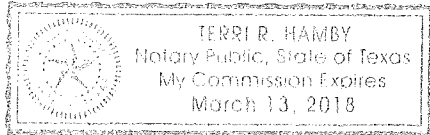
When the context requires, singular nouns and pronouns include the plural.

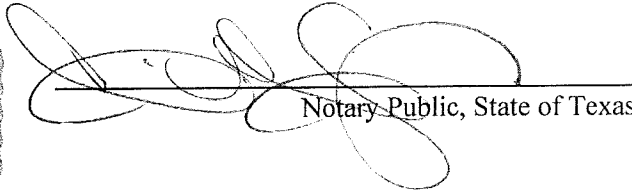
Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.


ROBBIE LALONDE ELVINGTON

STATE OF TEXAS
COUNTY OF GRAYSON

This instrument was acknowledged before me on the 7th day of November, 2014, by ROBBIE LALONDE ELVINGTON.




Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
HYNDS & GORDON, P. C.
500 N. Sam Rayburn Freeway, Suite 200
Sherman, Texas 75090
903/892-1807 (phone)
903/893-2015 (fax)
Red River#0118685/db

EXHIBIT A

	Bk	Vol	Ps
00021270	OR	5543	139

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the SAMUEL BLAGG SURVEY, Abstract No. 56, being a part of Lot SIX (6) of M. B. MOORE ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 33, Page 89, Deed Records, Grayson County, Texas, being a 65 x 150 foot tract of land described in Tract Four (4) in deed from Robert B. and Ellen C. LaLonde Revocable Living Trust to Robbie LaLonde Elvington, dated March 23, 2009, recorded in Volume 4610, Page 926, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

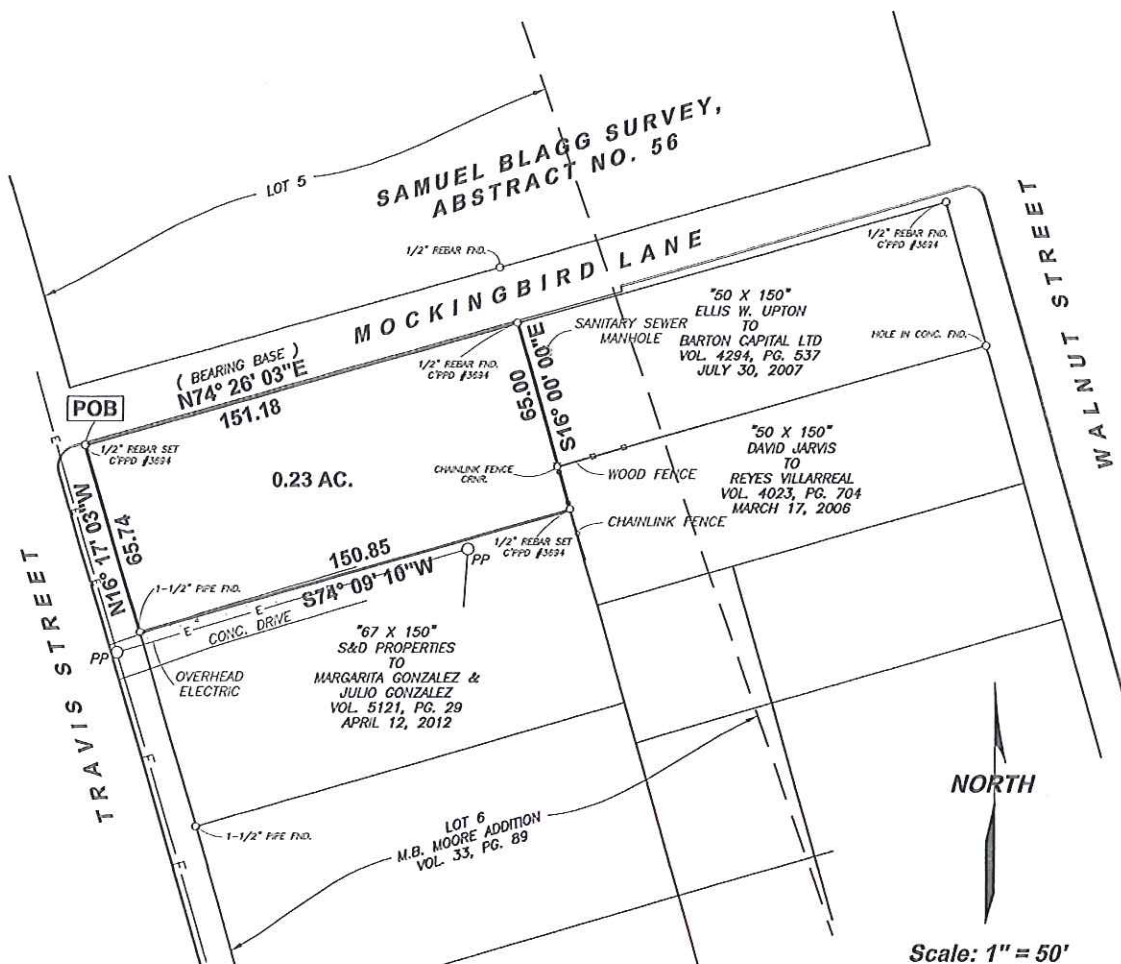
BEGINNING at a set ½ inch capped rebar stamped SARTIN-3694 for the Northwest corner of said 65 x 150 foot tract, at the intersection of the East line of Travis Street with the South line of Mockingbird Lane;

THENCE North 74 deg. 26 min. 03 sec. East, with the South line of said Mockingbird Lane, a distance of 151.18 feet to a found ½ inch capped rebar stamped SARTIN-3694 maintaining the Northwest corner of a 50 x 150 foot tract of land conveyed by Ellis W. Upton to Barton Capital, Ltd. By deed dated July 30, 2007, recorded in Volume 4294, Page 537, Official Public Records, Grayson County, Texas;

THENCE South 16 deg. 00 min. 00 sec. East, with the West line of said 50 x 150 foot tract, at a distance of 50.00 feet passing a chain link fence corner post maintaining its Southwest corner, the Northwest corner of a 50 x 150 foot tract of land conveyed by David Jarvis to Reyes Villarreal by deed dated March 17, 2006, recorded in Volume 4023, Page 704, Official Public Records, Grayson County, Texas and continuing with the West line of said Villarreal 50 x 150 foot tract for a total distance of 65.00 feet to a set ½ inch capped rebar stamped SARTIN-3694 for the Northeast corner of 67.00 x 150.00 foot tract conveyed by S & D Properties to Margarita Gonzalez and Julio Gonzalez by deed dated April 12, 2012, recorded in Volume 5121, Page 29, Official Public Records, Grayson County, Texas;

THENCE South 74 deg. 09 min. 10 sec. West, with the North line of said Gonzalez 50 x 150 foot tract, a distance of 150.85 feet to a found 1-½ inch pipe maintaining its Northwest corner, on the West line of said Block Six, the East line of said Travis Street;

THENCE North 16 deg. 17 min. 03 sec. West, with the West line of said Lot Six, the East line of said Travis Street, a distance of 65.74 feet to the **PLACE OF BEGINNING** and containing **0.23 ACRES OF LAND** more or less.....



SARTIN AND ASSOCIATES, INC.

Registered Professional Land Surveyors

FIRM Headquarters - #10081100

109 S. Travis, P.O. Box 1843 Sherman, TX 75091

Phone: (903) 892-8003 Fax: (903) 868-2970 Email: msartin@gcecis.com

SURVEY FOR: CUPID INVESTMENTS, INC.

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 16th day of January, 2015 of the following described property:

(LEGAL DESCRIPTION ATTACHED)

That the improvements on said property are known as 1113 S. TRAVIS, SHERMAN, TEXAS and that the survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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



Marshall Sartin

Marshall Sartin R.P.L.S #3694

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 150155 SUBCONTRACTOR: CUPID INVESTMENTS DATE ISSUED: 1/27/2015

PROJECT ADDRESS: 1113 S TRAVIS ST
PARCEL ID: 166176
SUBDIVISION: MOORE M B ADDN

LOT #: 6
BLK #:
ZONE ORD:

ISSUED TO: CUPID INVESTMENTS
ADDRESS: 715 S SAM RAYBURN FWY
CITY, ST ZIP: SHERMAN TX 75090-7260
PHONE: 903-818-6180

CONTRACTOR: CUPID INVESTMENTS
ADDRESS: 715 S SAM RAYBURN FWY
CITY, ST ZIP: SHERMAN TX 75090-7260
PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION
VALUATION: \$ 85,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,390.00
BEDROOMS: 3
BATHROOMS: 2
STORIES: 1

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

NOTES:

NOTICE

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

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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

1/27/15
DATE

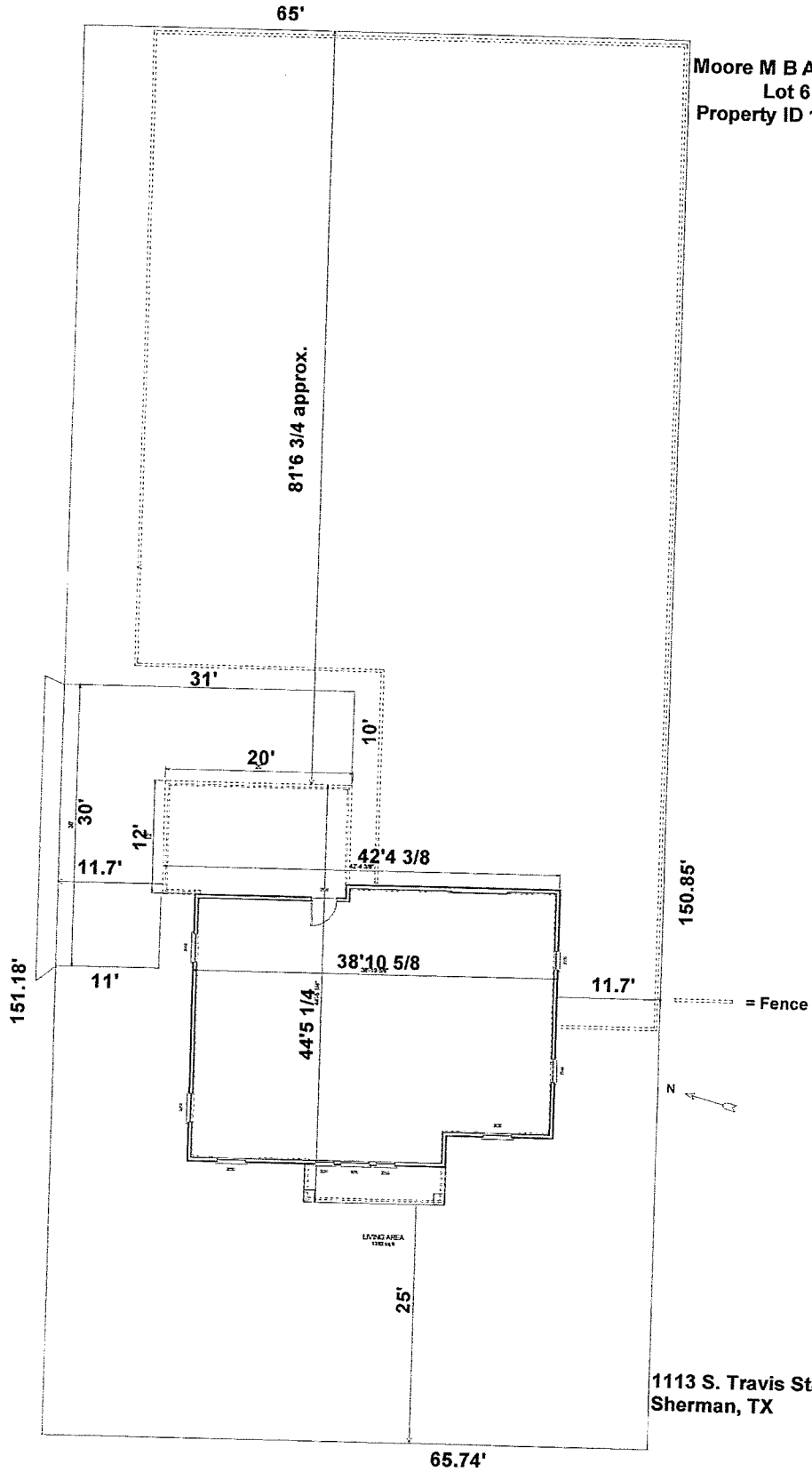

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

1/28/15
DATE


(APPROVED BY) BUILDING & ZONING

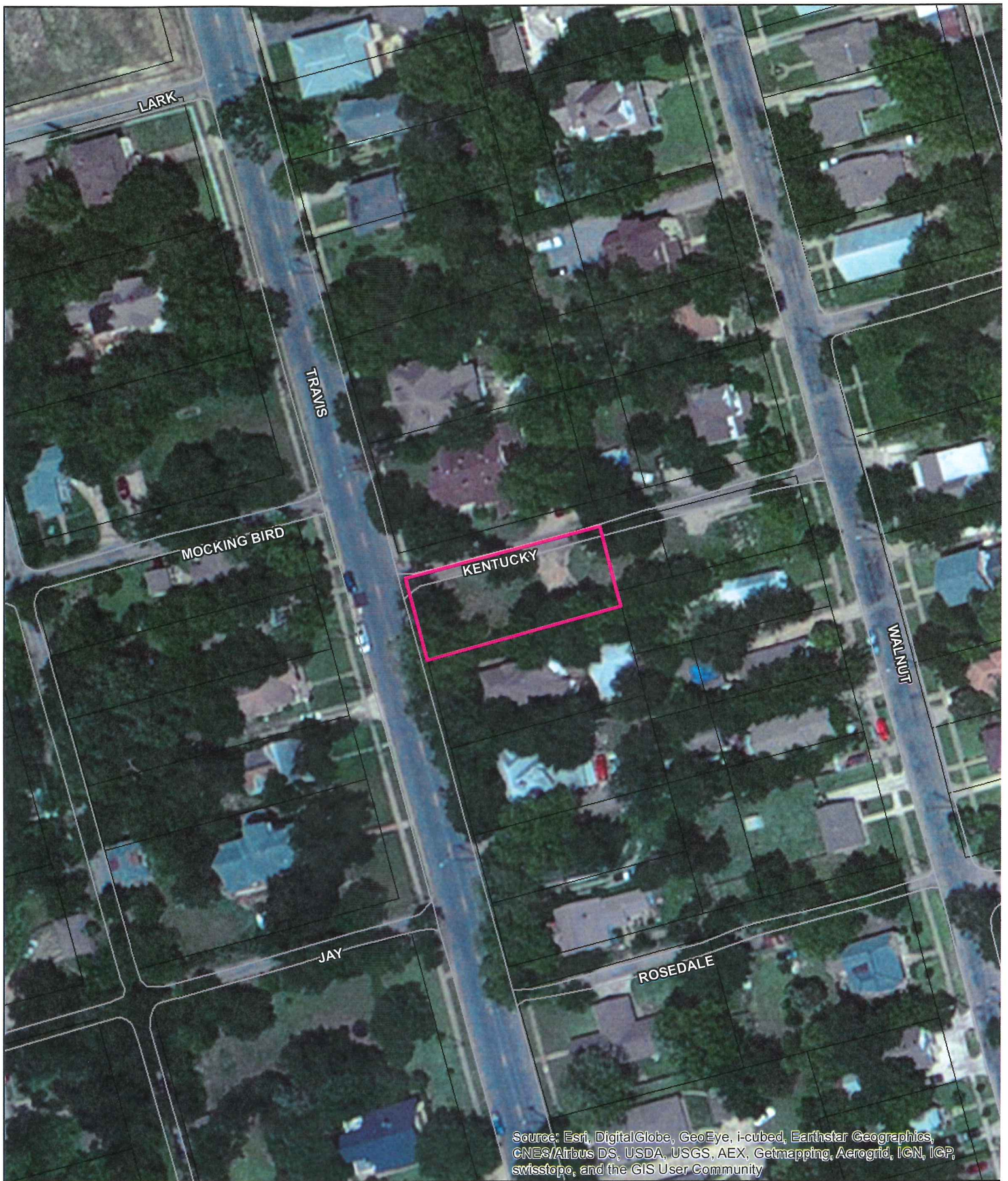
2/9/15
DATE

MOCKINGBIRD LANE



1113 S. Travis Street





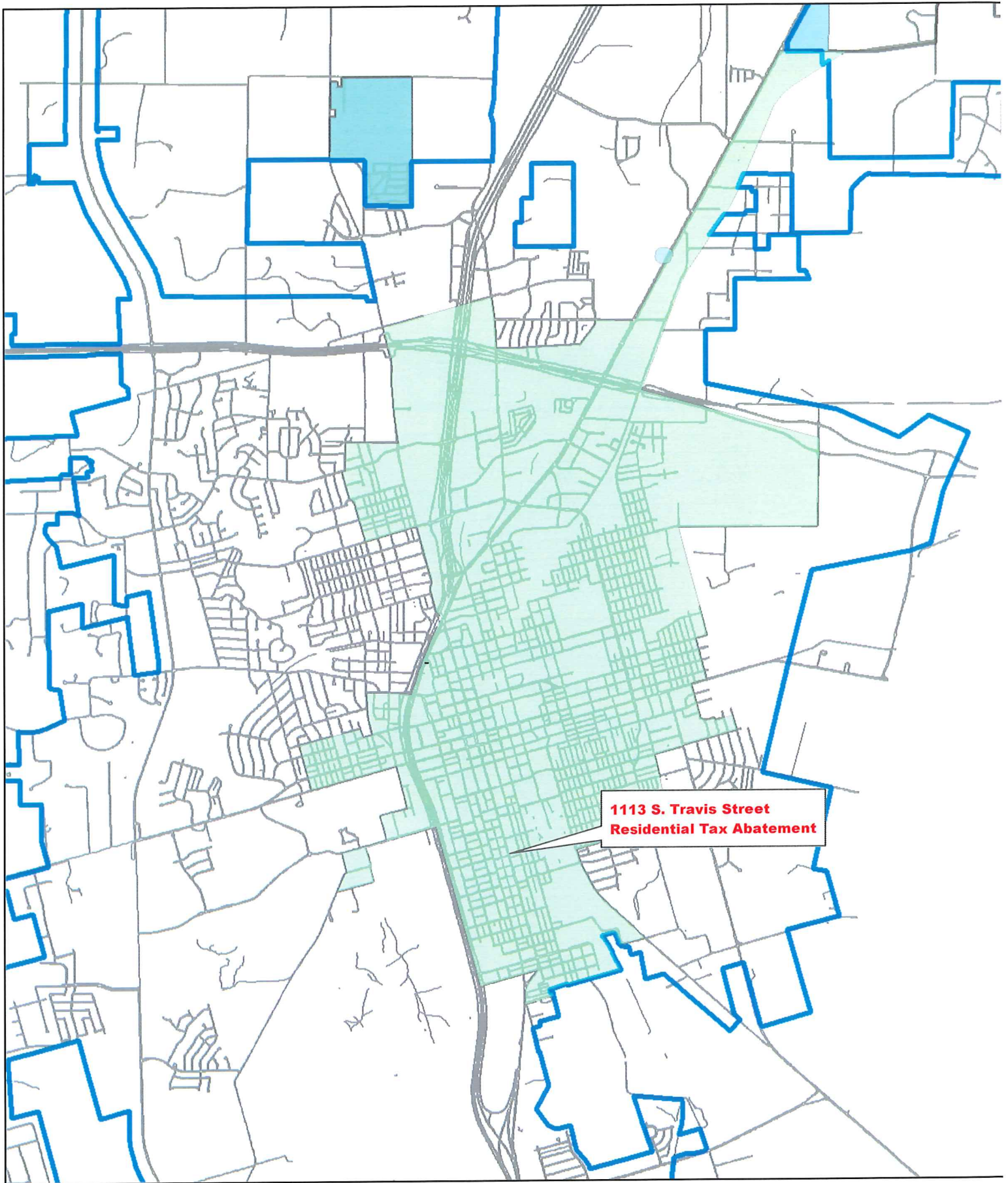
City of Sherman, Texas
Developmental Services Department

1113 S. Travis



NOT TO SCALE

1 inch = 93 feet



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

1113 S. Travis Street Residential Tax Abatement



NOT TO SCALE

1 inch = 4,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 03/02/2015

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5944**

Authorizing Execution of an Agreement with Cupid Investments for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1106 South Walnut Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1106 South Walnut Street.

Background:

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

Origination:

Cupid Investments, Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$313.20 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. 5944

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Building Permit

Site Plan

Photo

Location Map

Reinvestment Zone Map

RESOLUTION NO. 5944

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH CUPID INVESTMENTS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1106 SOUTH WALNUT STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Cupid Investments and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Cupid Investments 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 1106 South Walnut Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the _____ day of March, 2015.

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 **CUPID INVESTMENTS**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th 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 18th 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, 2015, and continuing for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022,

2023 and 2024, 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 2015, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2015	100%
2016	100%
2017	100%
2018	100%
2019	100%
2020	100%
2021	80%
2022	60%
2023	40%
2024	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 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024, 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 1106 South Walnut Street, Sherman, Texas, being 50 x150 feet of land out the Sam Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas and as more particularly described by the following:

SITUATED in Grayson County, Texas, being part of a survey originally granted to Sam Blagg and more particularly described as follows, to wit:

BEGINNING at the Northeast corner of a tract of land formerly owned by D. B. Strong, same being the point where the South line of Rountree Alley intersects the West line of Walnut Street;

THENCE South with the West line of Walnut Street 50 feet;

THENCE West parallel with the South line of Rountree Alley 150 feet to a stake;

THENCE North 50 feet to Rountree Alley;

THENCE East to the south line of said alley 150 feet to the **PLACE OF BEGINNING** and containing 50 x 150 feet of land.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 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

Cupid Investments
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4201

Copy to: Grayson Appraisal District
512 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 _____, 2015.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
CUPID INVESTMENTS

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
RON BARTON

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 **RON BARTON**, 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 ____day of _____, 2015 A.D.

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

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

Property Owner:

Name: Cupid Investments

Mailing Address: 715 S. Hwy 75 Sherman, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Greg Pierson (Cupid Homes)

Mailing Address: 715 S. Hwy 75 Sherman, TX 75090

Telephone Number: 903-868-4201

Property:

Physical Address: 1106 S. Walnut St.

Summary Legal Description: Lot: _____ Block: _____ Addition: Sam Blagg Survey
Abstract 56

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

Improvements:

Type of Improvements (please check one). New Construction: X Remodeling: _____

Estimated Value of Improvements: \$90,000

Estimated Date of Start of Construction: 1/15/2015

Estimated Date of Completion of Project: 4/1/2015

Description of Project: New Home Construction

Applicant(s): Greg A. P.

Date: 1/16/2015

Date: _____

10 3746
00018486 OR 4294 538
WARRANTY DEED

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

THAT ELLIS W. UPTON, 62 Pershing Drive #A, Denison, Texas 75020

(Hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations cash in hand paid by BARTON CAPITAL, LTD.

whose address is 715 S. Hwy 75, Sherman, Texas 75090,

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed.

Have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

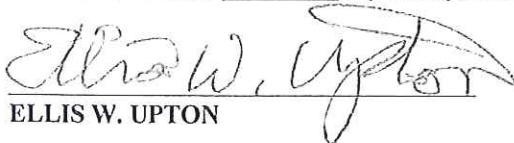
BEING 50 X 150 FEET OF LAND OUT OF THE SAM BLAGG SURVEY, ABSTRACT NO. 56, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee.

This conveyance is made and accepted subject to (i) any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, to the extent that they are in force and effect; (ii) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, to the extent that they are applicable and enforceable; (iii) any and all easements, rights of way and encroachments that are apparent, including any utilities buried beneath the surface of the ground; and (iv) all rights of parties in possession of any part of the Property.

When this deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors or administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed on this the 30 day of July, 2007.


ELLIS W. UPTON

THE STATE OF TEXAS

COUNTY OF GRAYSON

This instrument was acknowledged before me this 30 day of July, 2007, by ELLIS W. UPTON.

9

EXHIBIT A

SITUATED in Grayson County, Texas, being part of a survey originally granted to Sam Blagg and more particularly described as follows, to wit:

BEGINNING at the Northeast corner of a tract of land formerly owned by D. B. Strong, same being the point where the South line of Rountree Alley intersects the West line of Walnut Street;
THENCE South with the West line of Walnut Street 50 feet;
THENCE West parallel with the South line of Rountree Alley 150 feet to a stake;
THENCE North 50 feet to Rountree Alley;
THENCE East to the South line of said alley 150 feet to the place of beginning and containing 50 x 150 feet of land.

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 150154 SUBCONTRACTOR: CUPID INVESTMENTS DATE ISSUED: 1/27/2015

PROJECT ADDRESS:	1106 S WALNUT ST	LOT #:	
PARCEL ID:		BLK #:	
SUBDIVISION:		ZONE ORD:	R-1 ONE FAMILY RESIDENTIAL
ISSUED TO:	CUPID INVESTMENTS	CONTRACTOR:	CUPID INVESTMENTS
ADDRESS:	715 S SAM RAYBURN FWY	ADDRESS:	715 S SAM RAYBURN FWY
CITY, ST ZIP:	SHERMAN TX 75090-7260	CITY, ST ZIP:	SHERMAN TX 75090-7260
PHONE:	903-818-6180	PHONE:	
PROP. USE:	ONE FAMILY RESIDENTIAL	SQ FT:	1,120.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	3
VALUATION:	\$ 85,000.00	BATHROOMS:	2
OCCP TYPE:	ONE FAMILY RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

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

NOTES:

NOTICE

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

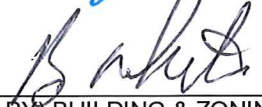
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

1/27/15
DATE

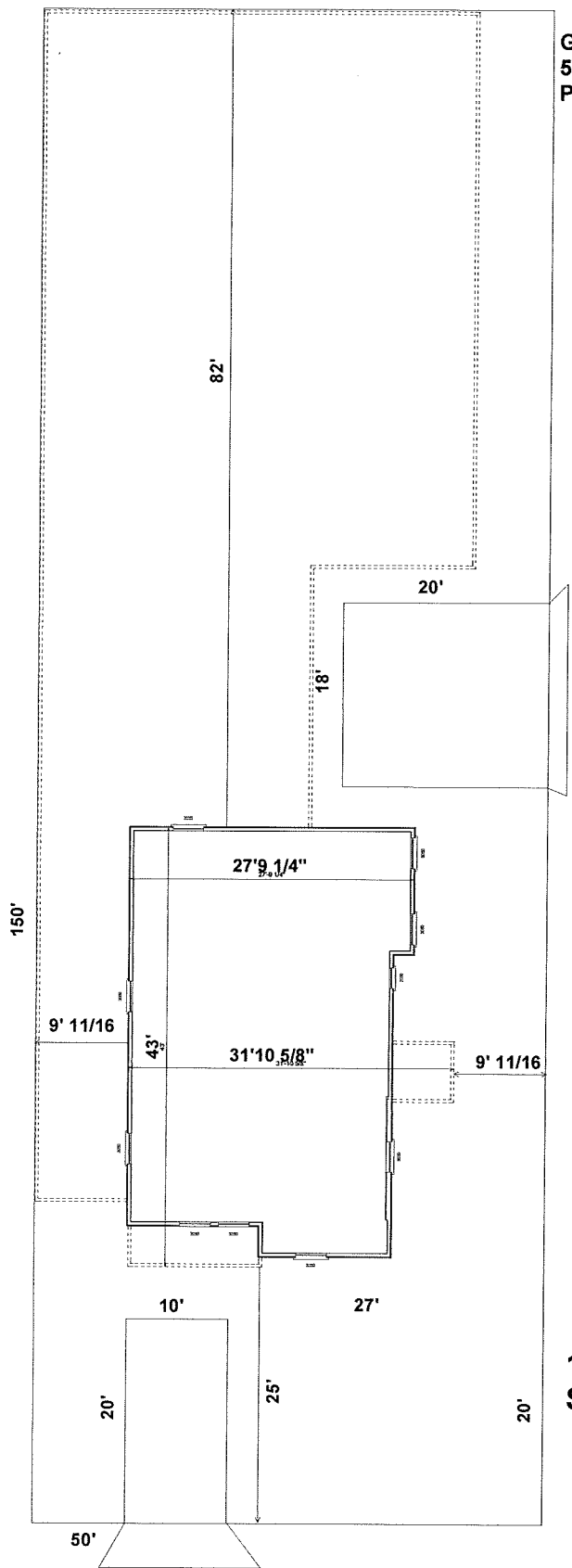

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

1/27/15
DATE


(APPROVED BY) BUILDING & ZONING

2/6/15
DATE

G-0056 Blagg Samuel
50 x 102 x 50 x 103
Property ID# 165835



KENTUCKY STREET

1106 S. Walnut
Sherman, TX

WALNUT STREET

1106 S. Walnut Street





Source: Esri, DigitalGlobe, GeoEye, I-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Sherman
CLASSIC TOWN. BROAD HORIZON.

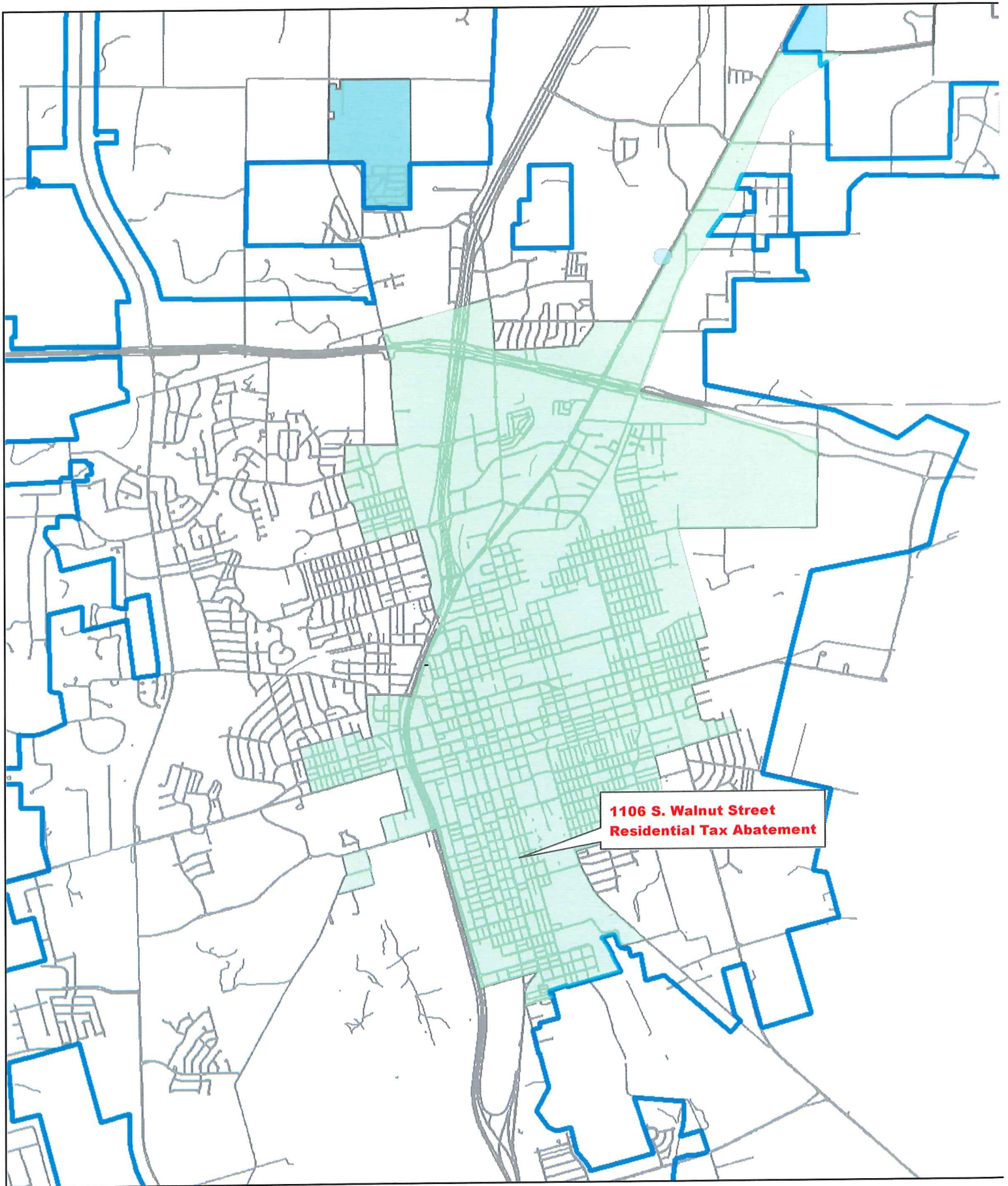
City of Sherman, Texas
Developmental Services Department

1106 S. Walnut



NOT TO SCALE

1 inch = 47 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 03/02/2015

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5945**

Authorizing Execution of an Agreement with Malaquias Garcia for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1427 East Thomas Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1427 East Thomas Street.

Background:

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

Origination:

Malaquias Garcia, Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$278.40 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. 5945

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Site Plan

Photo

Location Map

Reinvestment Zone Map

RESOLUTION NO. 5945

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH MALAQUIAS GARCIA FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1427 EAST THOMAS STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Malaquias Garcia 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 Malaquias Garcia 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 1427 East Thomas Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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

PASSED AND APPROVED on this the _____ day of March, 2015.

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 **MALAQUIAS GARCIA**, hereinafter referred to as **OWNER**,

WITNESSETH:

WHEREAS, on the 18th 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 18th 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, 2015, and continuing for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022,

2023 and 2024, 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 2015, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2015	100%
2016	100%
2017	100%
2018	100%
2019	100%
2020	100%
2021	80%
2022	60%
2023	40%
2024	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 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024, 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 1427 East Thomas Street, Sherman, Texas, and as more particularly described by the following:

BEING Lots 88 and 89 of Highlands Addition (Also Known as Frank S. Ham's South Highland Addition, an Addition to the City of Sherman, Texas, as shown by Plat of Record in Volume 163, Page 149, Deed Records, Grayson County, Texas

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

VI.

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

VII.

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

VIII.

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

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

IX.

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

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

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 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

Malaquias Garcia
1317 McCall Street
Sherman, Texas 75090
(903) 209-6598

Copy to: Grayson Appraisal District
512 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 _____, 2015.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
MALAQUIAS GARCIA

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
MALAQUIAS GARCIA

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 **MALAQUIAS GARCIA**, 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 _____ day of _____, 2015 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

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

Property Owner:

Name: Malaguias Garcia MTZ

Mailing Address: 1317 McCall Sherman TX

Telephone Number: 903.209.65.98

Contact (if different than owner):

Name: Eddie Garcia

Mailing Address: 202 E WILSON Sherman TX 75090

Telephone Number: 903 819-60-27

Property:

Physical Address: 1427 E Thomas

Summary Legal Description: Lot: 88 & 89 Block: Addition: Highlands

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

Improvements:

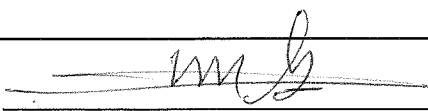
Type of Improvements (please check one). New Construction: ☒ Remodeling: ☐

Estimated Value of Improvements: \$80,000.00

Estimated Date of Start of Construction: 2/13/15

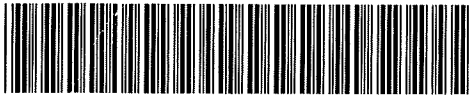
Estimated Date of Completion of Project: 8/13/15

Description of Project: Build new home

Applicant(s):  Date: 2/13/15

Date:

Grayson County
Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090



70 2011 00016711

Instrument Number: 2011-00016711

Recorded On: August 16, 2011

As
Recordings

Parties: VAZQUEZ JAVIER GARCIA ETAL

To MARTINEZ MALAQUIAS GARCIA

Billable Pages: 1

Number of Pages: 3

Comment: WD

(Parties listed above are for Clerks reference only)

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

Recordings	16.00
Total Recording:	16.00

***** 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: 2011-00016711
Receipt Number: 336738
Recorded Date/Time: August 16, 2011 04:24:20P
Book-Vol/Pg: BK-OR VL-5009 PG-300
User / Station: J CARYOL - Cashiering Station 2

Record and Return To:

MALAQUIAS GARCIA MARTINEZ
1317 MCCALL ST
SHERMAN TX 75090



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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

WARRANTY DEED

(PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION)

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

THAT **JAVIER GARCIA VAZQUEZ and ROSA ELIA GARCIA RAMOS**

(Hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations cash in hand paid by **MALAQUIAS GARCIA MARTINEZ**

whose address is 1317 McCall St., Sherman, TX 75090,

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed.

Have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

BEING LOTS 88 AND 89 OF HIGHLANDS ADDITION (ALSO KNOWN AS FRANK S. HAM'S SOUTH HIGHLAND ADDITION), AN ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 163, PAGE 149, DEED RECORDS, GRAYSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee.

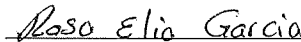
This conveyance is made and accepted subject to (i) any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, to the extent that they are in force and effect; (ii) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, to the extent that they are applicable and enforceable; (iii) any and all easements, rights of way and encroachments that are apparent, including any utilities buried beneath the surface of the ground; and (iv) all rights of parties in possession of any part of the Property.

When this deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors or administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed on this the 16 day of August, 2011.



JAVIER GARCIA VAZQUEZ

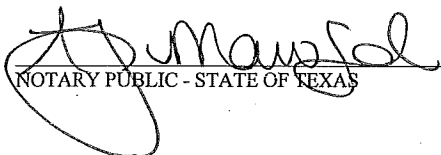


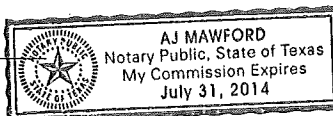
ROSA ELIA GARCIA RAMOS

THE STATE OF TEXAS

COUNTY OF GRAYSON

This instrument was acknowledged before me this 16 day of August, 2011, by JAVIER GARCIA VAZQUEZ and ROSA ELIA GARCIA RAMOS.


NOTARY PUBLIC - STATE OF TEXAS



AFTER RECORDING RETURN TO:

MALAQUIAS GARCIA MARTINEZ
1317 McCall St.
Sherman, TX 75090

Bk Vol Ps
00016711 OR 5009 302

Filed for Record in:
Grayson County

On: Aug 16, 2011 at 04:24P

As a
Recordings

Document Number: 00016711

Amount: 16.00

Receipt Number -

336738

By:
JANA CARYOL

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.

Aug 16, 2011

Wilma Blackshear Bush, County Clerk
Grayson County

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 150199 SUBCONTRACTOR: MALAQUIAS GARCIA
DATE ISSUED: 2/02/2015

PROJECT ADDRESS: 1427 E THOMAS ST
PARCEL ID: 164710
SUBDIVISION: HAMS FRANK SOUTH
HIGHLAND

LOT #: 88 & 89
BLK #:
ZONE ORD: R-1 ONE FAMILY RESIDENTIAL

ISSUED TO: MALAQUIAS GARCIA
ADDRESS: 1317 MCCALL
CITY, ST ZIP: SHERMAN TX 75092
PHONE: 903-209-6598

CONTRACTOR: HUNTSMAN CONSTRUCTION
ADDRESS: 2801 HYDE PARK CIRCLE
CITY, ST ZIP: DENISON TX 750204059
PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION

SQ FT: 2,434.00
BEDROOMS: 3

VALUATION: \$ 80,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

BATHROOMS: 2
STORIES: 1

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

NOTES:

NOTICE

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

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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

2/2/15
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

2/13/15
DATE


(APPROVED BY) BUILDING & ZONING

2/18/15
DATE

NORTH

ALLEY

PROPERTY LINE

GRASS

55'-7"

PROPOSED NEW
2,434 SQ. FT.
HOME

CONCRETE
SIDEWALK

GRASS

CONCRETE
DRIVEWAY

BRICK & STONE
MAILBOX. VERIFY
LOCATION.

PROPERTY LINE

E. THOMAS STREET

SOUTH

LOVING AVENUE

EAST

LEGAL DESCRIPTION

1427 E. THOMAS ST.
LOTS 88 & 89
SHERMAN, TEXAS 75090
GRAYSON COUNTY, TEXAS

A CUSTOM RESIDENCE FOR:
ANA GARCIA

SITE PLAN

1427 E. Thomas





Sherman
CLASSIC TOWN. BROAD HORIZON.

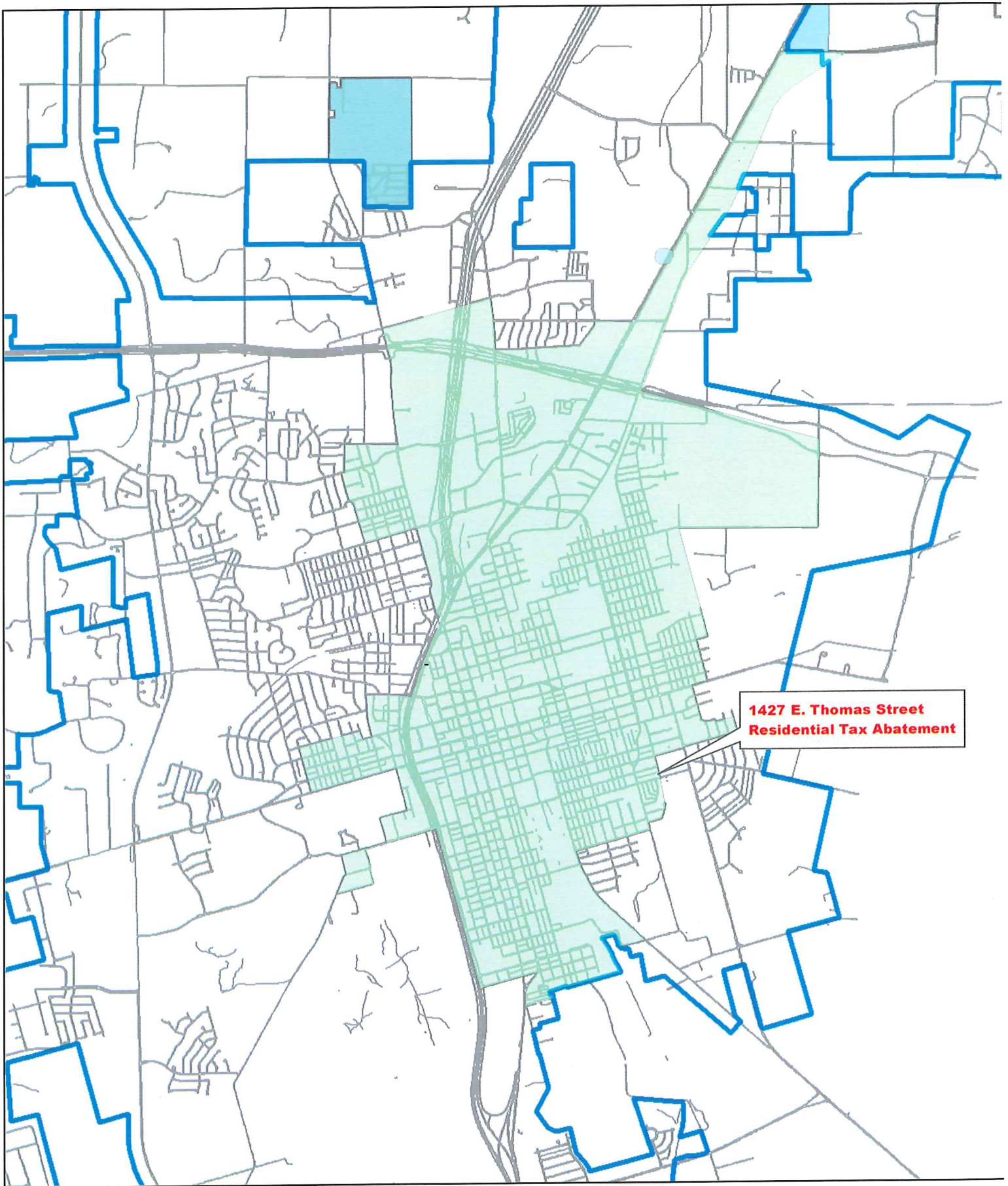
City of Sherman, Texas
Developmental Services Department

1427 E. Thomas



NOT TO SCALE

1 inch = 93 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 03/02/2015

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5946

Approving the Greater Texoma Utility Authority's Intention to Contract with Lynn Vessels Construction, LLC for Construction of the Eastside Outfall Return Sewer

Issue:

Approving the intention of the Greater Texoma Utility Authority (GTUA) to administer an agreement for construction of the Eastside Outfall Return Sewer

Background:

The current Capital Improvement Program contains a project to reconstruct the Eastside Outfall Return Sewer on the southeast side of the City. Six (6) bidders responded to the request for bids. A bid tabulation is attached. The low bid in the amount of \$789,477.51 was submitted by Lynn Vessels Construction, LLC.

Origination:

Department of Utilities Administration

Financial Consideration:

The project is funded through the GTUA.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to contract with Lynn Vessels Construction, LLC in the amount of \$789,477.51 for the reconstruction of the Eastside Outfall Return Sewer.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5946

Engineer's Recommendation Letter

Location Map

Bid Tabulation

RESOLUTION NO. 5946

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC FOR CONSTRUCTION OF THE EASTSIDE OUTFALL RETURN SEWER; 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 of Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into a contract with Lynn Vessels Construction, LLC, of Sherman, Texas in the total amount of Seven-Hundred and Eighty-Nine Thousand, Four Hundred Seventy-Seven Dollars and Fifty-One Cents (\$789,477.51) for the construction of the Eastside Outfall Return Sewer.

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 March, 2015.

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**

TIMOTHY L. MORRIS, P.E.

February 12, 2015

Mark Gibson, P.E., Director of Utilities
City of Sherman Dept. of Engineering
P.O. Box 1106
Sherman, Texas 75091-1106

Drew Satterwhite, General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

**RE: City of Sherman – Eastside Outfall Return Sewer
Recommendation of Award**

Dear Mr. Gibson and Mr. Satterwhite,

The lowest bid for construction of the Eastside Outfall Return Sewer was submitted by Lynn Vessels Construction, LLC, of Sherman, Texas, in the amount of \$789,477.51. Lynn Vessels Construction, LLC, has operated in the Sherman area for many years and has proven to be a competent and reliable contractor. I recommend that you award the contract for this project to Lynn Vessels Construction, LLC, for the amount bid.

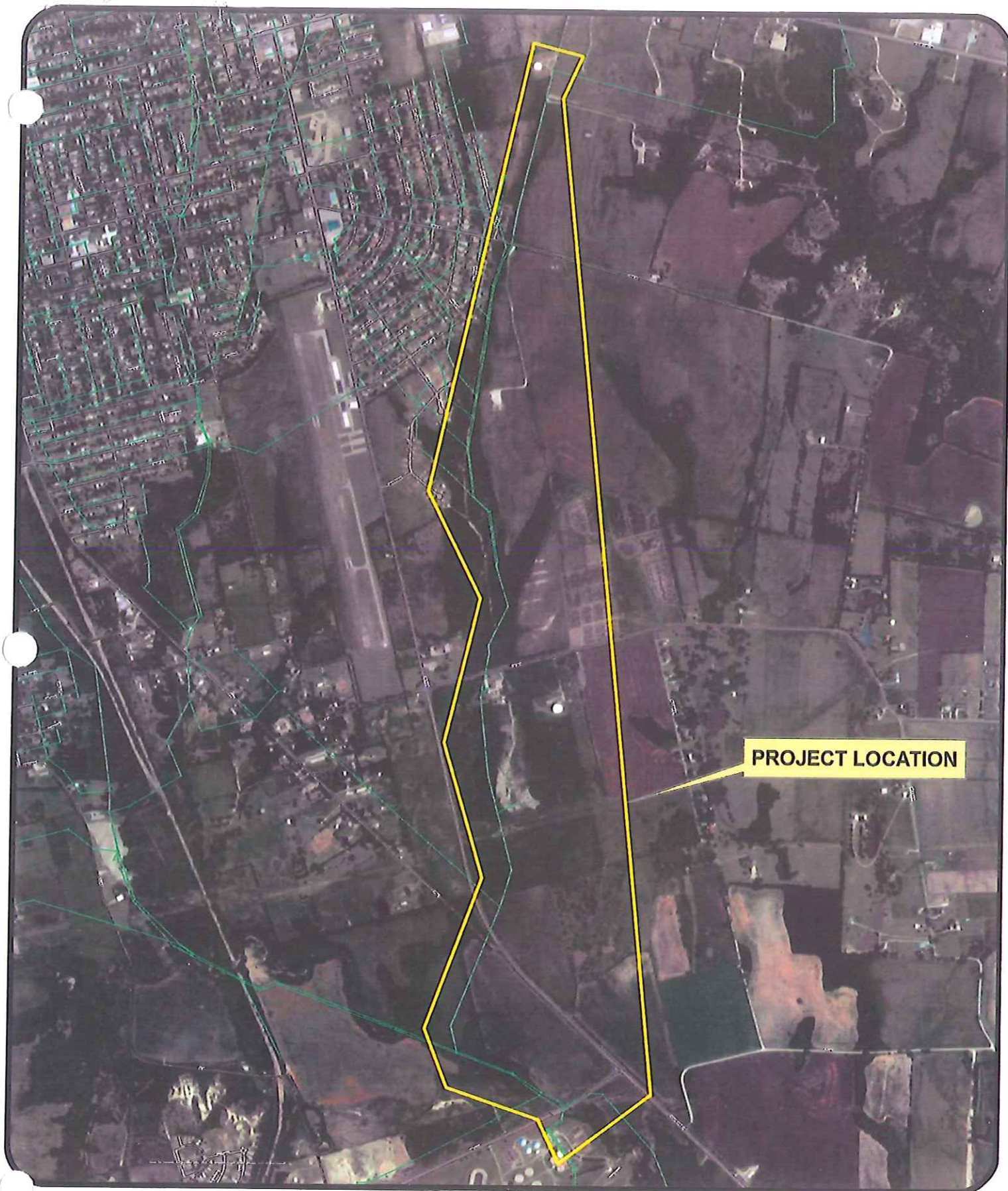
I have enclosed a Notice of Award for your use. If you will sign, date, and return the notice to me, I will forward it to Lynn Vessels Construction, LLC, with contracts for execution.

Sincerely,



Timothy L. Morris, P.E.

Encl.



A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q		
1	BID TABULATION																	
2	GREATER TEXOMA UTILITY AUTHORITY																	
3	CITY OF SHERMAN EASTSIDE OUTFALL RETURN SEWER																	
4																		
5	BID OPENING: February 12, 2015, 10:00a.m.																	
6																		
7	1	24" SEWER	6-8"	LF	401	\$53.01	\$21,257.01	\$76.71	\$30,760.71	\$80.00	\$32,080.00	\$74.35	\$29,818.35	\$53.00	\$25,263.00	\$74.25	\$29,774.25	
8	2	24" SEWER	8-10"	LF	583	\$55.73	\$32,480.59	\$77.16	\$44,984.28	\$80.00	\$46,840.00	\$72.11	\$42,040.13	\$55.00	\$37,855.00	\$76.30	\$44,482.50	
9	3	21" SEWER	8-8"	LF	70	\$61.30	\$4,291.00	\$78.76	\$5,513.20	\$82.00	\$6,740.00	\$73.46	\$5,142.20	\$70.00	\$4,800.00	\$78.00	\$5,530.00	
10	4	21" SEWER	8-8"	LF	317	\$49.35	\$15,643.95	\$64.89	\$20,570.13	\$75.00	\$23,775.00	\$61.48	\$19,489.15	\$58.00	\$19,680.00	\$62.65	\$19,680.00	
11	5	18" SEWER	10-12"	LF	423	\$54.92	\$23,341.00	\$70.12	\$29,801.00	\$75.00	\$31,875.00	\$63.43	\$26,957.75	\$55.00	\$27,692.00	\$64.65	\$27,476.25	
12	6	18" SEWER	10-12"	LF	58	\$59.23	\$3,435.34	\$75.86	\$4,389.88	\$77.00	\$4,455.00	\$68.15	\$3,962.75	\$58.00	\$3,944.00	\$67.40	\$3,909.20	
13	7	18" SEWER	6-8"	LF	351	\$47.43	\$16,647.93	\$51.71	\$18,150.21	\$55.00	\$22,815.00	\$32.46	\$18,413.46	\$55.00	\$19,656.00	\$50.35	\$17,672.65	
14	8	18" SEWER	8-10"	LF	1209	\$51.10	\$61,779.90	\$51.82	\$62,722.92	\$55.00	\$78,585.00	\$54.40	\$65,769.60	\$61.00	\$73,748.00	\$51.30	\$62,021.70	
15	9	18" SEWER	10-12"	LF	3926	\$56.23	\$220,758.98	\$52.42	\$205,800.92	\$55.00	\$255,190.00	\$59.63	\$224,107.38	\$64.00	\$251,284.00	\$53.65	\$210,629.00	
16	10	18" SEWER	12-14"	LF	2144	\$63.93	\$137,065.92	\$55.15	\$118,241.60	\$58.00	\$145,792.00	\$66.48	\$142,533.12	\$70.00	\$150,080.00	\$56.85	\$121,886.40	
17	11	18" SEWER	14-16"	LF	85	\$87.03	\$7,397.55	\$71.24	\$6,055.40	\$82.00	\$6,780.00	\$48.44	\$4,117.40	\$67.00	\$6,375.00	\$51.50	\$5,227.50	
18	12	18" SEWER	14-16"	LF	47	\$70.75	\$3,325.25	\$63.81	\$2,989.07	\$65.00	\$3,350.00	\$47.73	\$2,243.31	\$67.00	\$6,375.00	\$32.95	\$1,548.65	
19	13	18" SEWER	14-16"	LF	232	\$26.95	\$6,252.40	\$20.98	\$4,867.36	\$55.00	\$12,760.00	\$38.47	\$8,925.04	\$55.50	\$12,876.00	\$22.05	\$5,115.50	
20	14	18" SEWER	14-16"	LF	60	\$30.00	\$1,800.00	\$16.51	\$990.60	\$50.00	\$3,000.00	\$35.33	\$2,119.00	\$55.00	\$3,300.00	\$20.30	\$1,218.00	
21	15	18" SEWER	14-16"	EA	9	\$2,756.60	\$13,783.00	\$3,593.00	\$16,375.00	\$2,700.00	\$13,500.00	\$3,043.99	\$15,219.95	\$2,300.00	\$11,500.00	\$3,000.00	\$15,000.00	
22	16	18" SEWER	14-16"	EA	5	\$3,061.30	\$27,551.70	\$3,593.00	\$16,375.00	\$2,900.00	\$28,100.00	\$3,287.49	\$29,587.41	\$2,500.00	\$23,850.00	\$3,400.00	\$28,600.00	
23	17	18" SEWER	14-16"	EA	18	\$3,986.00	\$28,928.00	\$4,304.00	\$34,432.00	\$3,400.00	\$27,200.00	\$3,539.58	\$28,316.64	\$3,000.00	\$24,000.00	\$3,400.00	\$27,200.00	
24	18	18" SEWER	14-16"	EA	2	\$553.85	\$1,107.70	\$2,149.00	\$4,298.00	\$1,500.00	\$3,000.00	\$3,450	\$3,243.38	\$1,050.00	\$2,100.00	\$1,500.00	\$3,000.00	
25	19	18" SEWER	14-16"	EA	2	\$553.85	\$1,107.70	\$2,149.00	\$4,298.00	\$1,500.00	\$3,000.00	\$3,450	\$3,243.38	\$1,050.00	\$2,100.00	\$1,500.00	\$3,000.00	
26	10	MH DROPS	EA	2	\$553.85	\$1,107.70	\$2,149.00	\$4,298.00	\$1,500.00	\$3,000.00	\$3,450	\$3,243.38	\$1,050.00	\$2,100.00	\$1,500.00	\$3,000.00	\$3,000.00	
27	11	MH PROTECTIVE COAT	EA	6	\$1,015.33	\$6,115.98	\$1,877.00	\$11,627.00	\$1,700.00	\$10,200.00	\$1,700.00	\$1,564.47	\$9,386.32	\$1,750.00	\$10,500.00	\$1,540.00	\$9,240.00	
28	12	B/C SH 11	EA	14	\$170.50	\$2,387.00	\$195.00	\$1,950.00	\$2,730.00	\$181.50	\$55,000.00	\$192.50	\$2,665.00	\$250.00	\$3,500.00	\$220.00	\$3,000.00	
29	13	REPAIR ASPH RD	LF	25	\$27.87	\$696.75	\$32.00	\$80.00	\$1,250.00	\$9.60	\$71,929.00	\$240.00	\$10.00	\$2,500.00	\$1,750.00	\$1,750.00	\$1,750.00	
30	14	REPAIR GRAVEL RD	LF	25	\$13.20	\$330.00	\$13.20	\$330.00	\$13.20	\$330.00	\$13.20	\$330.00	\$13.20	\$330.00	\$13.20	\$330.00	\$13.20	\$330.00
31	15	INVERTED SIPHON	EA	80	\$135.06	\$10,804.80	\$187.00	\$14,960.00	\$710.00	\$18,480.00	\$750.00	\$16,889.24	\$350.00	\$9,100.00	\$730.00	\$13,580.00	\$730.00	\$13,580.00
32	16	STEEL ENCASUREMENT	EA	26	\$693.00	\$18,216.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00
33	17	DESTRUCT MH	LF	26	\$693.00	\$18,216.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00
34	18	TEP	LF	26	\$693.00	\$18,216.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00
35	19	SWAPP	LF	26	\$693.00	\$18,216.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00	\$710.00	\$18,480.00
36	20	TOTAL BID				\$789,477.51			\$906,959.85	\$0.25	\$597,907.00			\$1,75	\$17,199.00	\$3.00	\$29,484.00	
37	21	BID BOND/CASHIER'S CHECK?																
38	22	ADDENDUM A-KNOWN EDGE/7																
39	23	CONDITIONAL OR QUALIFIED BID?																
40	24	COMMENT																
41	25																	
42	26																	
43	27																	
44	28																	
45	29																	
46	30																	

I certify that the foregoing is a true and correct tabulation of all bids received in response to Advertisement for Bids dated January 13, 2015.

Timothy L. Morris, P.E.

I certify that the foregoing is a true and correct tabulation of all bids received in response to Advertisement for Bids dated January 13, 2015.

Timothy L. Morris, P.E.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 5.

Meeting Date: 03/02/2015

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5947**

Authorizing the Purchase of a 2016 Kenworth T270 Container Truck Chassis for the Solid Waste Services Department from MHC Kenworth through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new commercial solid waste container truck chassis from the BuyBoard for use within the Solid Waste Services Department

Background:

The requested purchase is to replace Unit 623, a 2000 year model container truck. This truck is not a heavy duty chassis and makes it difficult to move containers. The body on this truck will be mounted to the new chassis that will be a heavier duty vehicle and more capable of handling the containers. The truck will be purchased through the BuyBoard.

The BuyBoard is a customized electronic purchasing system created by the Texas Local Government Purchasing Cooperative in order to increase the purchasing power of government entities and to simplify the purchasing process.

Origination:

Department of Public Works

Financial Consideration:

The Kenworth truck chassis will be purchased from MHC Kenworth for Heil of Texas for \$75,117.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2014-2015 Solid Waste Services budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Kenworth truck chassis through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 5947

Kenworth T270 Chassis Quote

BuyBoard Agreement

RESOLUTION NO. 5947

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2016 KENWORTH T270 CONTAINER TRUCK CHASSIS FOR THE SOLID WASTE SERVICES DEPARTMENT FROM MHC KENWORTH THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); 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 to purchase from MHC Kenworth, through the Texas Local Government Purchasing Cooperative (BuyBoard), a 2016 Kenworth T270 container truck chassis, at a total price of Seventy-Five Thousand One Hundred Seventeen Dollars and No Cents (\$75,117.00), in accordance with the provisions of the BuyBoard proposal and terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2014-2015 budget.

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 March, 2015.

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

Buying Agency:	City of Sherman
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Contract # 430-13

Contact Person: Randy Smartt, MHC Kenworth

Item:	Base Chassis Bid	\$	58,941.00
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PX-7 200 HP	0.00
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19K air brake package	739.00
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2500RDS Allison Transmission	5,362.00
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Driveline: SPL- 100	254.00
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Cab & equipment options	485.00
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[illegible]

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[illegible]

Subtotal Column 1:	\$ 6,840.00
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Subtotal Column 2:	\$0.00
	\$2,210.00

Total Options	\$6,840.00
200% - 5 MOEB	\$1,150.00

90% of MSRP applied	6,156.00
CHASSIS WITH FACTORY OPTIONS	\$ 65,087.00

CHASSIS WITH FACTORY OPTIONS		\$ 65,097.00
TOTAL BODY PRICE	See attached body price sheet	\$9,620

TOTAL BODY PRICE	See attached body spec sheet	\$3,020
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Additional Options:

Buy Board Fee	400.00
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Transportation	Included
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DOT Inspection with Fire Extinguisher and Road Flare Kit	Included
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TOTAL BUY BOARD PRICE	\$75,117.00
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Please issue a purchase order to the Buy Board; the Buy Board will notify MHC Kenworth - Dallas, Texas

Thank you,

Randy Smartt

Randy Smart

2/5/2015

**B & C BODY COMPANY
P.O. BOX 2867
LONGVIEW, TX 75606**

DATE: February 4, 2015
CUSTOMER NAME: CITY OF SHERMAN
ADDRESS: 811 S. EAST ST.
CITY/STATE/ZIP: SHERMAN , TX 75091
ATTN: MICHAEL SPRINGER SUPERINTENDENT
SALESMAN: JIM LEWIS

QUOTE # jfl150204-15

	DESCRIPTION	AMOUNT
1	REMOVE G & H MFG. MODEL 8000 FROM GMC CABOVER & REINSTALL ON YOUR CHASSIS. FLUSH & DRAIN HYDRAULICS SYSTEM, FILL WITH NEW FLUID & FILTERS, REPLACE SUCTION LINE, INSTALL NEW PTO & YOUR HYDRAULIC PUMP, REINSTALL FENDER BRACKETS & FENDERS, TOUCH UP PAINT.	
1	CHANGE OUT CONTROLS FROM CABLE TO AIR	

TRUCK MUST HAVE A CLEAR CA OF 84"

**PAYMENT DUE UPON RECEIPT
PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS**

FOB : DURANT , OK.

FEDERAL EXCISE TAX

NOT INCLUDED

SUBTOTAL
STATE SALES TAX
LICENSE & REGISTRATION
TITLE FEE/COUNTY ROAD/BRIDGE

CUSTOMER ACKNOWLEDGEMENT _____
CUSTOMER SIGNATURE _____

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

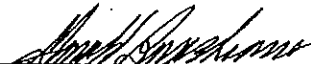
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

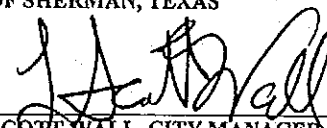
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 03/02/2015

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

CHANGE ORDER NO. 1

Gallagher Elevated Tank Repair and Repaint Project; Move Project Start Date to November 7, 2016

Issue:

To consider approval of Change Order No. 1 for the Gallagher Elevated Tank Repair and Repaint project

Background:

The painting and repair of the Gallagher elevated storage tank will be delayed until a new elevated tank is constructed in southwest Sherman. The delay is necessary to insure that the portion of system served by this tank does not experience any water outages during the tank repair and repaint project.

Origination:

Utility Administration

Financial Consideration:

The owner and contractor will review costs in August 2016 and agree to any increase in the contract price due to inflation or material costs by October 2016.

Staff Recommendation:

It is recommended that Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

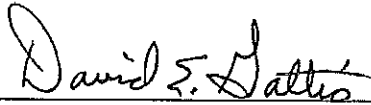
Location Map

CHANGE ORDER NO. 1

PROJECT: GALLAGHER ELEVATED TANK REPAIR AND REPAINT
OWNER: City of Sherman, Texas
CONTRACTOR: American Suncraft Company, Inc.
ENGINEER: Freeman - Millican, Inc.
Dallas, Texas
DATE: January 28, 2015

TO THE CONTRACTOR: The contract schedule is hereby changed, subject to the Contract provisions. The contractor shall begin work on November 7, 2016 and substantially complete all work and place the tank back in service no later than May 8, 2017. This delay will allow the owner to place a new elevated tank in service to facilitate water supply during repair and repainting of the existing tank and provide for city growth. The contractor's bonding company will withdraw the performance and payment bonds until the owner and contractor agree on any increase in the contract due to the long delay in starting construction. The owner and the contractor will begin reviewing cost in August, 2016 and agree on any increase in the contract price due to inflation in October, 2016.

RECOMMENDED:

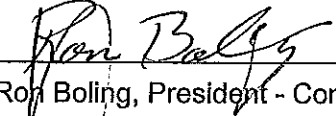


David E. Gattis, Freeman-Millican, Inc., Engr.

Date

January 28, 2015

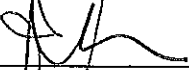
APPROVED:



Ron Boling, President - Contractor

2/11/2015

Date



George Olson, City Manager, Owner

2/19/2015

Date



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. K.

Meeting Date: 03/02/2015

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2015 Council Calendar

2015

JANUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
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22	23	24	25	26	27	28

MARCH						
S	M	T	W	T	F	S
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29	30					

APRIL						
S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1/5/2015	Regular City Council Meeting - Cancelled
9/8/2015	Labor Day/Called Council Meeting on 09/8/2015
