



# City Council Agenda Item Report

Date of Meeting December 11, 2018

## Agenda Item No. 8-E

Contact – City Council

903-457-3130

[ckuykendall@ci.greenville.tx.us](mailto:ckuykendall@ci.greenville.tx.us)

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**SUBJECT:** Consider a resolution reappointing members to the Greenville Housing Authority.

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### 1. BACKGROUND/HISTORY

Section 392.031 of the Texas Local Government Code states the following:

*(a) Each municipal housing authority shall be governed by five, seven, nine, or 11 commissioners. The presiding officer of the governing body of a municipality shall appoint five, seven, nine, or 11 persons to serve as commissioners of the authority. An appointed commissioner of the authority may not be an officer or employee of the municipality. Appointments made under this section must comply with the requirements of Section 392.0331, if applicable.*

### 2. FINDINGS/CURRENT ACTIVITY

Unlike other City appointed boards, the Greenville Housing Authority does not have term limits with the exception of the Resident Commissioner who is only eligible to serve two, two-year terms. Current Board of Commissioners are as follows:

		Original Appointment
Place 1	Bernice Reeves-Brown	August 2009
Place 2	Rev. Phillip Dukes (Replaced Lynn Blankenship Mid-Term)	August 2014
Place 3	Linda Garcia	April 2013

Place 4          Russell Butler                                  April 1998

Place 5          Dimetrous Nixon                                  September 2017  
Resident Commissioner\*

\* 392.0331(b) In appointing commissioners under Section 392.031, a municipality with a municipal housing authority composed of five commissioners shall appoint at least one commissioner to the authority who is a tenant of a public housing project over which the authority has jurisdiction.

Current members Rev. Phillip Dukes (Place 2) and Russell Butler (Place 4) are eligible for reappointment and have expressed a desire to continue to serve.

**3. FINANCIAL IMPACT/ACCOUNT NO.**

NA

**4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends the City Council consider the aforementioned reappointments to the Greenville Housing Authority.

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_ **Action** \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, REAPPOINTING MEMBERS TO SERVE IN PLACES 2 AND 4 ON THE GREENVILLE HOUSING AUTHORITY; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the members for Place 2 (Rev. Phillip Dukes) and Place 4 (Russel Butler) are eligible for reappointment and have expressed a desire to serve; and

**WHEREAS**, the City Council is authorized to make reappointments to the Greenville Housing Authority; and

**WHEREAS**, the City Council has determined that reappointing persons to Places 2 and 4 to the Greenville Housing Authority is consistent with the interests of the citizens of Greenville, Texas.

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

**SECTION 1.** The following persons are reappointed to Places 2 and 4 on the Greenville Housing Authority:

		<u>Original Appointment Date</u>
Place 2	Rev. Phillip Dukes	August 2014
Place 4	Russell Butler	April 1998

**SECTION 2.** This Resolution shall be in full force and effect immediately upon its passage and approval.

**PASSED AND APPROVED**, this the 11th day of December 2018.

\_\_\_\_\_  
David L. Dreiling, Mayor

**ATTEST:**

\_\_\_\_\_  
Carole V. Kuykendall, City Secretary

**APPROVED AS TO FORM:**

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Daniel Ray, City Attorney



# City Council Agenda Item Report

Date of Meeting December 11, 2018

## Agenda Item No. 8-F

Contact – Summer Spurlock, City Manager

903-457-3116

[sspurlock@ci.greenville.tx.us](mailto:sspurlock@ci.greenville.tx.us)

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**SUBJECT:** Resolution confirming the reappointment of members to the Civil Service Commission to serve in Place 1 and Place 3.

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### 1. BACKGROUND/HISTORY

The City of Greenville is subject to Chapter 143 of the Local Government Code which sets forth Civil Service regulations and procedures for uniformed Police and Fire personnel. The Code establishes a three-member local Civil Service Commission to administer portions of the law. This appointment is made by the City Manager and confirmed by the City Council.

### 2. FINDINGS/CURRENT ACTIVITY

Mr. Tim Dooley and Rev. Melva Hill are recommended for re-appointment for Place 1 and Place 3, respectively, on the Commission. Both Mr. Dooley and Rev. Hill are long time Greenville residents who have been very active in the civic affairs of the community. They have also been beneficial additions to this important Commission for the City. Mr. Dooley and Rev. Hill meet the residency requirements for the appointment as they both reside within the City limits of Greenville.

### 3. FINANCIAL IMPACT/ACCOUNT No.

N/A

### 4. ACTION OPTIONS/RECOMMENDATION

It is recommended that the City Council confirm the reappointment of Mr. Tim Dooley to Place 1 and Rev. Melva Hill to Place 3 on the Greenville Police and Fire Civil Service Commission.

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_ **Action** \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, CONFIRMING THE REAPPOINTMENT OF A MEMBER TO THE CIVIL SERVICE COMMISSION TO SERVE IN PLACE 1 AND PLACE 3; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the term for Place 1 (Tim Dooley) and Place 3 (Rev. Melva Hill) of the Civil Service Commission expire December 31, 2018; and

**WHEREAS**, both Mr. Dooley and Rev. Hill are eligible to serve another three-year term and have expressed a desire to do so; and

**WHEREAS**, the City Manager is authorized to reappoint a person(s) to the Civil Service Commission and the City Council is authorized to confirm such appointment.

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

**SECTION 1.** The City's Manager's reappointment of Mr. Tim Dooley to Place 1 and Rev. Melva Hill to Place 3 on the Civil Service Commission is hereby confirmed.

**SECTION 2.** This term will expire on December 31, 2021.

**SECTION 3.** This Resolution shall be in full force and effect immediately upon its passage and approval.

**PASSED AND APPROVED**, this the 11th day of December 2018.

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David L. Dreiling, Mayor

**ATTEST:**

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Carole V. Kuykendall, City Secretary

**APPROVED AS TO FORM:**

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Daniel W. Ray, City Attorney

DRAFT



# City Council Agenda Item Report

Date of Meeting December 11, 2018

## Agenda Item No. 8-G

Contact – City Council Appointments/Boards Sub-Committee  
903-457-3130

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[hgotcher@ci.greenville.tx.us](mailto:hgotcher@ci.greenville.tx.us)

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**SUBJECT:** Consideration and action on resolutions reappointing persons to the Construction Board of Appeals, Tax Increment Reinvestment Zone Board, and the Tourism and Convention Advisory Board.

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### 1. **BACKGROUND/HISTORY**

The City Council utilizes internal sub-committees to assist in the decision-making process. The Council's Boards and Commissions Sub-Committee consists of Councilmembers Evans and Gotcher and Mayor Dreiling. The Sub-Committee met and discussed these members for their initial appointment.

### 2. **FINDINGS/CURRENT ACTIVITY**

The members on the following boards are eligible to reappointment:

#### Construction Board of Adjustment and Appeals

Reappoint	John Hardaway	Place 4
Reappoint	Jantzen Mead	Place 5

#### TIRZ

Reappoint	Chuck Francey	Place 2
Reappoint	George Lacy	Place 4

#### Tourism and Convention Advisory Board

Reappoint	Dimetrous Nixon	Place 4
Reappoint	Sheila Sunday	Place 5



**3. FINANCIAL IMPACT/ACCOUNT No.**

NA

**4. ACTION OPTIONS/RECOMMENDATION**

It is recommended the City Council approve the reappointment of members to the Construction Board of Adjustment and Appeals, the Tax Increment Reinvestment Zone Board, and the Tourism and Convention Advisory Board.

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_ **Action** \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, REAPPOINTING MEMBERS TO THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS TO SERVE IN PLACES 4 AND 5; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the terms for Place 4 (John Hardaway) and Place 5 (Jantzen Mead) on the Construction Board of Adjustment and Appeals will expire December 31, 2018; and

**WHEREAS**, the Construction Board of Adjustment and Appeals consists of individuals with knowledge and experience in the technical codes such as design professionals, contractors, or building industry representatives; and

**WHEREAS**, the City Council is authorized to make reappointments to the Construction Board of Adjustment and Appeals; and

**WHEREAS**, the City Council has determined that reappointing persons to Places 4 and 5 is consistent with the interests of the citizens of Greenville, Texas.

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

**SECTION 1.** The following persons are reappointed to Places 4 and 5 on the Construction Board of Adjustment and Appeals:

Place 4            John Hardaway            Term expires Dec. 31, 2021

Place 5            Jantzen Mead            Term expires Dec. 31, 2021

**SECTION 2.** This Resolution shall be in full force and effect immediately upon its passage and approval.

**PASSED AND APPROVED**, this the 11<sup>th</sup> day of December 2018.

\_\_\_\_\_  
David L. Dreiling, Mayor

**ATTEST:**

\_\_\_\_\_  
Carole V. Kuykendall, City Secretary

**APPROVED AS TO FORM:**

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Daniel W. Ray, City Attorney

DRAFT

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, REAPPOINTING MEMBERS TO THE TAX INCREMENT REINVESTMENT ZONE (TIRZ) BOARD IN PLACES 2 AND 4; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, a seven-member Board of Directors was created to make recommendations to the City Council regarding the administration of the Tax Increment Reinvestment Zone (TIRZ) by Resolution 09-13 on March 24, 2009; and

**WHEREAS**, four (4) members were originally reserved for the City, with the other three (3) positions being reserved for the County, School District and Hospital District; and

**WHEREAS**, on September 23, 2014, by Ordinance 14-073, the City Council authorized Place 7 as a member for the City instead of the School District since the school district does not approve the payment of part of the tax increment produced by the unit into the tax increment fund for the zone; and

**WHEREAS**, the City Council is authorized to make reappointments to the Tax Increment Reinvestment Zone Board; and

**WHEREAS**, the City Council has determined that reappointing persons to Places 2 and 4 on the Tax Increment Reinvestment Zone (TIRZ) Board is consistent with the interests of the citizens of Greenville, Texas.

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

**SECTION 1.** The following persons are reappointed to Places 2 and 4 on the Tax Increment Reinvestment Zone (TIRZ):

Place 2            Chuck Francey            Term expires Dec. 31, 2020

Place 4            George Lacy            Term expires Dec. 31, 2020

**SECTION 2.** This Resolution shall be in full force and effect immediately upon its passage and approval.

**PASSED AND APPROVED**, this the 11th day of December 2018.

\_\_\_\_\_  
David L. Dreiling, Mayor

**ATTEST:**

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Carole V. Kuykendall, City Secretary

**APPROVED AS TO FORM:**

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Daniel W. Ray, City Attorney

DRAFT

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, REAPPOINTING MEMBERS TO THE TOURISM AND CONVENTION ADVISORY BOARD TO SERVE IN PLACES 4 AND 5; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the terms for Place 4 (Dimetrous Nixon) and Place 5 (Sheila Sunday) will expire December 31, 2018; they are eligible to serve a second term and have expressed a desire to do so; and

**WHEREAS**, the City Council is authorized to make reappointments to the Tourism and Convention Advisory Board.

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

**SECTION 1.** The following persons are reappointed to Places 4 and 5 on the Tourism and Convention Advisory Board:

Place 4                      Dimetrous Nixon (Reappoint)                      Term expires Dec. 31, 2021

Place 5                      Sheila Sunday (Reappoint)                      Term expires Dec. 31, 2021

**SECTION 2.** This Resolution shall be in full force and effect immediately upon its passage and approval.

**PASSED AND APPROVED**, this the 11<sup>th</sup> day of December 2018.

\_\_\_\_\_  
David L. Dreiling, Mayor

**ATTEST:**

\_\_\_\_\_  
Carole V. Kuykendall, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Daniel W. Ray, City Attorney



# City Council Agenda Item Report

Date of Meeting December 11, 2018

## Agenda Item No. 8-H

Contact – Jeremy Powell, Fire Chief

903-457-2941

[jpowell@ci.greenville.tx.us](mailto:jpowell@ci.greenville.tx.us)

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**SUBJECT:** Resolution approving an interlocal agreement between the North Central Texas Council of Governments “NCTCOG” and the City of Greenville for updating the City of Greenville’s Hazard Mitigation Action Plan.

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### 1. BACKGROUND/HISTORY

In 2010, the city adopted its current Mitigation Action Plan. In order to keep the plans up to date and relevant, it is required by the Texas Division of Emergency Management that the plan be updated on a regular basis.

Updating a mitigation action plan accomplishes two objectives:

- 1) It ensures the City of Greenville has a relevant plan in place to analyze and identify potential hazards and risk to the community; and
- 2) An up to date mitigation action plan is required to apply for the various grants available through the Texas Division of Emergency Management.

### 2. FINDINGS/CURRENT ACTIVITY

The interlocal agreement enables the City of Greenville to take advantage of a grant issued to NCTCOG by the Texas Division of Emergency Management and the Federal Emergency Management Agency to develop a hazard mitigation action plan for participating governmental agencies within Hunt County.

### 3. FINANCIAL IMPACT/ACCOUNT No.

No negative financial impact is anticipated as a result of this agreement due to the fact that in-kind services may be used to offset project costs. In contrast, if this were done by a private company this project would likely cost between \$10,000 and \$15,000 dollars.

**4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends the City Council discuss and approve the agreement.

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_ **Action** \_\_\_\_\_



**INTERLOCAL AGREEMENT  
FOR  
DEVELOPMENT OF HAZARD MITIGATION ACTION PLAN**

**THIS INTERLOCAL AGREEMENT** (“ILA” or “Agreement”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and City of Greenville, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at 2821 Washington St. Greenville, Texas 75401.

**WHEREAS**, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services; and

**WHEREAS**, in reliance on such authority, NCTCOG applied and has been approved by the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA) to develop hazard mitigation action plans (“Plans”) for Erath County, Hood County, and Hunt County under grant project number PDM-17-001; and

**WHEREAS**, the Participant has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on 11 December 2018, and that it desires to contract with NCTCOG on the terms set forth below.

**NOW, THEREFORE**, NCTCOG and the Participant do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The Participant represents and warrants to NCTCOG that it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

**ARTICLE 2: SCOPE OF SERVICES**

The Participant by this agreement authorizes NCTCOG on its behalf to develop hazard mitigation action plans according to the CFDA 97.047 Pre-Disaster Mitigation Grant Program (PDM) (“Products” or “Services”). The parameters of the program as well as the Plans are described in the addendum and attachment to this Agreement which are incorporated herein for all purposes.

**ARTICLE 3: PARTICIPANT OBLIGATIONS**

The Participant agrees to cooperate fully with NCTCOG in the development of the hazard mitigation action plan(s) for its jurisdiction, including but not limited to (a) furnishing NCTCOG with various technical data, general information, demographic statistics, and other relevant reports and data necessary for the development of the plan, and (b) furnish NCTCOG on a quarterly basis information or funding needed by NCTCOG to satisfy the 25% local match obligation under the PDM grant.

**ARTICLE 4: PERFORMANCE PERIOD**

This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect until project completion, estimated as March 31, 2021, unless terminated earlier as herein provided.

**ARTICLE 5: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

**ARTICLE 6: TERMINATION PROCEDURES**

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice to the other party to this Agreement. The obligation of the Participant to complete any outstanding items from the Scope of Services, shall survive such cancellation.

**ARTICLE 7: APPLICABLE LAWS**

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

**ARTICLE 8: SEVERABILITY**

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

**ARTICLE 9: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance. In such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

**ARTICLE 10: WHOLE AGREEMENT**

This Agreement and any attachments/addendums, as provided herein, constitute the complete

agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 11: DISPUTE RESOLUTION/NO WAIVER OF IMMUNITY**

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration, or any other local dispute mediation process before resorting to litigation. Neither party by entering into this agreement waives the defense of sovereign immunity to the extent applicable to this agreement.

**ARTICLE 12: AVAILABILITY OF FUNDING**

This Agreement and all claims, suits, and/or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received by NCTCOG from the funding agencies and that are dedicated for the purposes of this Agreement. Under no circumstances does this Agreement create any financial obligation of NCTCOG to Participant.

**ARTICLE 13: MISCELLANEOUS**

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

**North Central Texas  
Council of Governments  
Emergency Preparedness Department  
616 Six Flags Drive  
Arlington, Texas 76011**

Molly McFadden  
NCTCOG Emergency Preparedness Director or Designee

\_\_\_\_\_  
Signature of NCTCOG Emergency Preparedness Director or Designee

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

**City of Greenville  
2821 Washington St.  
Greenville, Texas 75401**

Summer Spurlock  
City Manager

\_\_\_\_\_  
Signature of Authorized Official or Designee

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

## **Addendum A**

**The following project, financial, and reporting conditions apply to this grant award and each element must be met during the performance period:**

- 1) The final local hazard mitigation action plan (“Plan”) must meet or exceed the Final Rule for local mitigation planning found in 44CFR § 201.6 in order to be Federal Emergency Management Agency (FEMA) approved.
- 2) NCTCOG will use the FEMA Local Mitigation Plan Review Guide (dated October 1, 2011) and the Local Mitigation Plan Review Tool for Local and State Use, Section 1: Regulation Checklist, provided by the Texas Division of Emergency Management (TDEM) to ensure the Plan meets requirements set forth by FEMA and TDEM.
- 3) The natural hazards assessed in the Plan must be coordinated with the current FEMA-approved State of Texas Hazard Mitigation Action Plan.
- 4) NCTCOG will submit the Plan to TDEM no later than 12 months prior to the end of the performance period; the Plan will be submitted to FEMA for review and approval following TDEM review and concurrence that the plan meets the 44CFR criteria. FEMA will not review plans submitted directly by NCTCOG or the Participant.
- 5) Each participant in the Plan must meet all the requirements and conclude its performance with an adoption resolution in order to receive continued eligibility for FEMA mitigation grant programs.
- 6) The period of performance (POP) is 36 months. The project, including FEMA approval and local adoption, must be completed by March 31, 2021. If due to extenuating circumstances the project cannot be completed within this POP, NCTCOG and/or the Participant must request an extension in writing and submit it to TDEM 90 days prior to March 31, 2021.
- 7) The Participant will, at a minimum, submit match documentation each quarter to NCTCOG. Match documentation must be submitted to NCTCOG no later than March 31, June 30, September 30, and December 31 of each year until the project is completed.

**Attachment: PDM-17-001 In-Kind Match Report.**

**RESOLUTION NO. 18-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS “NCTCOG” AND THE CITY OF GREENVILLE FOR UPDATING THE CITY OF GREENVILLE’S HAZARD MITIGATION ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Division of Emergency Management requires that a city’s Mitigation Action Plan be updated on a regular basis; Greenville’s current plan was last adopted in 2010; and

**WHEREAS**, two objectives are accomplished when updating a mitigation action plan:

- 1) It ensures the City of Greenville has a relevant plan in place to analyze and identify potential hazards and risk to the community; and
- 2) An up to date mitigation action plan is required to apply for various grants available through the Texas Division of Emergency Management; and

**WHEREAS**, the City of Greenville can take advantage of a grant issued to NCTCOG by the Texas Division of Emergency Management and the Federal Emergency Management Agency to develop a hazard mitigation action plan for participating governmental agencies within Hunt County; and

**WHEREAS**, the City Council deems it in the best interest of the citizens of Greenville to enter into an Interlocal Agreement with NCTCOG for a mitigation action plan for the City of Greenville.

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

**SECTION 1.** The Greenville City Council hereby authorizes the City Manager to enter into an Interlocal Agreement with the North Central Texas Council of Governments (NCTCOG) for updating the City of Greenville’s Hazard Mitigation Action Plan.

**SECTION 2.** The City of Greenville will provide in-kind services to offset project costs for a potential savings of between \$10,000 to \$15,000.

**SECTION 3.** This resolution shall be in full force and effect immediately upon its passage and approval.

**PASSED AND APPROVED**, this the 11<sup>th</sup> day of December 2018.

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David D. Dreiling, Mayor

**ATTEST:**

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Carole V. Kuykendall, City Secretary

**APPROVED AS TO FORM:**

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Daniel W. Ray, City Attorney

DRAFT



# City Council Agenda Item Report

Date of Meeting December 11, 2018

## Agenda Item No. 8-I

Contact – David L. Dreiling, Mayor

903-457-3130

[ddreiling@ci.greenville.tx.us](mailto:ddreiling@ci.greenville.tx.us)

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**SUBJECT:** Resolution authorizing a Decommissioning Escrow Agreement between Texas Municipal Power Agency (TMPA) and UMB Bank, N.A.

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### 1. BACKGROUND/HISTORY

The City Council authorized a Joint Operations Agreement (JOA) with Texas Municipal Power Agency by Ordinance 16-036 on July 12, 2016. This Agreement address operations of the TMPA in matters other than the purchase of Power and Energy and to provide for the mutual rights and responsibilities of the parties as to the operations of the Agency, including asset management, decommissioning, environmental remediation, indemnities, and the winding up of affairs of the Agency upon dissolution, as necessary and appropriate and consistent with Tex. Util. Code Chapter 163, Subchapter C-1.

### 2. FINDINGS/CURRENT ACTIVITY

Section 5.3.1 of the JOA requires TMPA develop a decommissioning plan for Gibbons Creek Power Plan with 12 months of the adoption of the agreement.

The City Council authorized a waiver for the Decommissioning Plan Deadline for Gibbons Creek Power Plant by Ordinance No. 17-012 on February 28, 2017. A plan is now in place and a Decommissioning Escrow Agreement is now needed.

### 3. FINANCIAL IMPACT/ACCOUNT No.

Terms and conditions as set forth in the Decommissioning Escrow Agreement.

### 4. ACTION OPTIONS/RECOMMENDATION

Terms and conditions Mayor Dreiling, as the City's TMPA Representative, requests the City Council consider and approve authorization of this Agreement.

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_ **Action** \_\_\_\_\_



## DECOMMISSIONING ESCROW AGREEMENT

**THIS DECOMMISSIONING ESCROW AGREEMENT** (this “**Agreement**”), dated as of August 6, 2018 (the “**Effective Date**”), is made and entered into between the Texas Municipal Power Agency (“**TMPA**”), a municipal corporation and political subdivision of the State of Texas established pursuant to the provisions of Chapter 163 of the Texas Utilities Code, the City of Bryan, the City of Denton, the City of Garland, and the City of Greenville, Texas each of which cities is a municipal corporation of the State of Texas and a home rule city (herein collectively “**Cities**” or “**Participating Public Entities**” or individually “**City**” or “**Participating Public Entity**”) and UMB Bank, N.A., a national banking association organized and existing under the laws of the United States of America, as escrow agent (the “**Escrow Agent**”).

### RECITALS

A. TMPA and the Cities are parties to identical Power Sales Contracts and have entered into a Joint Operating Agreement (“**Joint Operating Agreement**”) to address operations of the TMPA in matters other than the purchase of Power and Energy and to provide for the mutual rights and responsibilities of the parties as to the operations of the Agency, including asset management, decommissioning, environmental remediation, indemnities, and the winding up of affairs of the Agency upon dissolution, as necessary and appropriate and consistent with Tex. Util. Code Chapter 163, Subchapter C-1;

B. The Joint Operating Agreement provides for the TMPA to adopt a plan for the decommissioning of the Gibbons Creek Plant;

C. The Joint Operating Agreement provides for the creation of a Decommissioning Escrow Agreement to pay the costs of decommissioning pursuant to the Decommissioning Plan.

### AGREEMENT

In consideration of the foregoing Recitals, the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Cities, TMPA and the Escrow Agent agree as follows.

### **ARTICLE 1. DEFINITIONS**

**1.1 Defined Terms** Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them as follows:

“**Agreement**” shall mean this Decommissioning Escrow Agreement and the schedule referred to herein and attached hereto.

“**Cities**” shall have the meaning given such term in the Preamble to this Agreement.

“**Completion Notice**” shall have the meaning given such term in **Section 3.2.1**.

“**Decommissioned Facilities**” shall mean those Facilities of TMPA identified to be decommissioned in the Decommissioning Plan.

“**Decommissioning Amount**” shall mean the amount specified in Section 5.5 of the Joint Operating Agreement.

“**Decommissioning Completion**” shall have the meaning given such term in **Section 3.2.1**.

“**Decommissioning Costs**” shall mean all necessary and reasonable costs incurred by TMPA in decommissioning or removing the Decommissioned Facilities, including all associated environmental remediation, net of any salvage value, in accordance with Section 5.5.3 of the Joint Operating Agreement and the Decommissioning Plan and Good Utility Practice, together with the costs of any insurance, indemnities (other than the Indemnities under Section 6.3 of the Joint Operating Agreement) or associated retention for environmental liabilities incurred after the cessation of the Generation Business, as provided in Section 6.1(e) of the Joint Operating Agreement.

“**Decommissioning Plan**” shall refer to the Decommissioning Plan described in Section 5.3 of the Joint Operating Agreement.

“**Decommissioning Date**” shall mean the date that Decommissioning of the Facilities commences.

“**Decommissioning Completion**” shall have the meaning given such term in **Section 3.2.1**.

“**Decommissioning Date Notice**” shall have the meaning given such term in **Section 3.1.1**.

“**Deemed Decommissioning Date**” shall have the meaning given that term in **Section 3.1.2**.

“**Disposition Event**” shall mean the sale or transfer by TMPA of the Facilities identified in the Decommissioning Plan to a third party.

“**Dispute Period**” shall have the meaning given such term in **Section 3.1.2(ii)**.

“**Disputed Decommissioning Costs**” shall have the meaning given such term in **Section 3.1.2(ii)**.

“**Effective Date**” shall have the meaning given such term in the Preamble to this Agreement.

“**Escrow Account**” shall have the meaning given such term in **Section 2.2**.

“**Escrow Agent**” shall have the meaning given such term in the Preamble to this Agreement.

“**Facilities**” shall mean the facilities identified in the Decommissioning Plan.

“**Final Order**” shall have the meaning given such term in **Section 3.1.2(iv)**.

**“Good Utility Practice”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric industry in the State of Texas during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a commercially reasonable cost consistent with good business practices, reliability, safety, and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable industry practices, methods, and acts generally accepted in the region.

**“Governmental Authority”** means any federal, state or local governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof).

**“Joint Notice”** shall have the meaning given such term in **Section 3.1.2(iv)**.

**“Joint Operating Agreement”** shall have the meaning given such term in the Recitals to this Agreement.

**“Laws”** means any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, requirements, policies, guidelines, protocols, judgments, awards, decisions, directives, consent decrees, injunctions (whether temporary, preliminary or permanent), rulings, writs or orders adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any Governmental Authority and any interpretations thereof by any Governmental Authority.

**“Party”** means any of TMPA, the Cities, the Participating Public Entities, or the Escrow Agent and **“Parties”** means the Cities, the Participating Public Entities, TMPA and the Escrow Agent, collectively.

**“Participating Public Entity”** shall mean each City, unless and until such City is removed from the Agency under Section 163.076 of the Texas Utilities Code, and any public entity added to the Agency as provided in Section 163.076. If a public entity is removed from or added to the Agency, notice shall be given to the Escrow Agent and this Agreement shall be amended in accordance with Section 5.1 hereof to reflect such change; provided that no Party shall unreasonably withhold its consent to such amendment. At the time of the execution of this Agreement, the Participating Public Entities are the Cities of Bryan, Denton, Garland and Greenville.

**“Person”** means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, Home Rule Municipal Corporation, Governmental Authority or other entity with legal constitution under applicable Law.

**“PUCT”** shall mean the Public Utility Commission of Texas or any successor thereto.

**“TMPA”** shall have the meaning given such term in the Preamble to this Agreement.

**“Submission Notice”** shall have the meaning given such term in **Section 3.1.2(i)**.

“**Submitted Decommissioning Costs**” shall have the meaning given such term in **Section 3.1.2(i)**.

- 1.2 Construction.** All article, section, subsection, paragraph, clause, schedule and exhibit references herein are to this Agreement unless otherwise specified. All schedules attached to this Agreement constitute a part of this Agreement and are incorporated herein. Unless the context of this Agreement clearly requires otherwise, (i) the singular shall include the plural and the plural shall include the singular wherever and as often as may be appropriate; (ii) the words “includes” or “including” shall mean “including without limitation;” and (iii) the words “hereof,” “herein,” “hereunder,” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or article in which such words appear.

## **ARTICLE 2. ESCROW ACCOUNT**

- 2.1 Appointment of Escrow Agent.** The Parties hereby jointly appoint the Escrow Agent to act as escrow agent in accordance with the express terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment.
- 2.2 Establishment of Escrow Account.** The Escrow Agent hereby agrees to establish and maintain an account (the “**Escrow Account**”) to hold all monies deposited with the Escrow Agent pursuant to this Agreement and all interest, dividends and other distributions and payments earned thereon or received by the Escrow Agent with respect thereto from time to time.
- 2.3 Deposits into Escrow Account.**
- 2.3.1 TMPA shall pay to the Escrow Agent for deposit into the Escrow Account the amounts identified in Section(s) 5.5 of the Joint Operating Agreement.
- 2.3.2 TMPA shall pay any amounts required by **Section 2.3.1** to the Escrow Agent via wire transfer of immediately available funds to an account designated in writing by the Escrow Agent no less than five (5) days after those funds are: (i) received from the sale of Mining Assets or (ii) as those funds are received from the sale or operation of Transmission or the sale or salvage of Generation Assets and required to be placed in the Decommissioning Reserve Account, as described in Sections 3.2.3(3), 4.2, 4.6(2) and 5.4(3) of the Joint Operating Agreement.
- 2.4 Investment of Amounts Held in Escrow Account.** All amounts held in the Escrow Account from time to time shall be invested and re-invested as directed from time to time by TMPA or, if TMPA has not made any direction, in the Morgan Stanley Government Money Market Fund No. 8352 fund; **provided** the Escrow Agent may conclusively rely upon any such written direction as to the suitability and legality of the directed investments. TMPA shall direct such investments so that all investments are consistent with TMPA’s Investment Policy adopted under the Public Funds Investment Act. The Escrow Agent shall liquidate any investments in the Escrow Account as necessary to provide funds in order to make any payments required by this Agreement. Income, if any, resulting from the investment of the funds in the Escrow Account shall be retained by the Escrow Agent and shall be considered, for all purposes of this Agreement, to be part of the funds

in the Escrow Account. Annually, and quarterly, the Escrow Agent shall report to TMPA and the Participating Public Entities, the balances in the Account, the investments held by the Account, any claims against the account for the period, and all interest, dividends, income and/or losses associated with the Account.

### **ARTICLE 3. DISBURSEMENTS**

#### **3.1 Disbursement for Decommissioning Costs.**

3.1.1 TMPA shall give written notice to the Participating Public Entities and the Escrow Agent of the occurrence of the Decommissioning Date (a “**Decommissioning Date Notice**”) at least sixty (60) days prior to the Decommissioning Date. If the Participating Public Entities believe the Decommissioning Date has occurred and that TMPA has not timely given a Decommissioning Date Notice, the Participating Public Entities may give a Decommissioning Date Notice to the Escrow Agent and TMPA. The Decommissioning Date shall be deemed to have been established for purposes of this Agreement if TMPA has given a Decommissioning Date Notice or the Participating Public Entities have given a Decommissioning Date Notice designating such Decommissioning Date.

3.1.2 From and after the deemed occurrence of the Decommissioning Date pursuant to **Section 3.1.1** (the “**Deemed Decommissioning Date**”), the Escrow Agent shall distribute amounts held in the Escrow Account to or on behalf TMPA for payment of Decommissioning Costs in accordance with the following procedures:

- (i) From and after the Deemed Decommissioning Date as set forth in the Decommissioning Date Notice, TMPA may from time to time submit one or more written notices (each, a “**Submission Notice**”) to the Escrow Agent and Participating Public Entities. The Submission Notice shall specify the amount of Decommissioning Costs for which TMPA is seeking reimbursement or payment (“**Submitted Decommissioning Costs**”) and shall provide each of the Participating Public Entities with reasonable documentation supporting the Submitted Decommissioning Costs (provided the Escrow Agent shall have no obligation to review any such supporting documentation if received);
- (ii) The Participating Public Entities may dispute any Submitted Decommissioning Costs by giving notice of such dispute to the Escrow Agent and TMPA within thirty (30) days after the Escrow Agent’s receipt of a Submission Notice with respect to such Submitted Decommissioning Costs (the “**Dispute Period**”) specifying the amount of such Submitted Decommissioning Costs being disputed by the party (the “**Disputed Decommissioning Costs**”);
- (iii) Following the Dispute Period, and no later than fifteen (15) days after the end of the Dispute Period, the Escrow Agent shall pay to TMPA or at TMPA’s direction, the Submitted Decommissioning Costs that are not Disputed Decommissioning Costs to the extent that amounts are then available in the Escrow Account; and

- (iv) The Escrow Agent shall not distribute the Disputed Decommissioning Costs until the Escrow Agent receives (a) a final non-appealable award of an Arbitrator or a final non-appealable order of a court of competent jurisdiction (a “**Final Order**”), along with a written certification from the party delivering such decision or order that it is final, binding and conclusive upon TMPA and the Participating Public Entities or (b) a writing signed by both the Participating Public Entities and TMPA (a “**Joint Notice**”), in each case specifying the portion, if any, of the Disputed Decommissioning Costs to which TMPA is entitled, whereupon the Escrow Agent shall distribute to TMPA or at TMPA’s direction the amount of Disputed Decommissioning Costs to which it is entitled pursuant to the Final Order or Joint Notice and the remaining Disputed Decommissioning Costs which are the subject of such Final Order or Joint Notice shall cease to be Disputed Decommissioning Costs with the same effect as if such Disputed Decommissioning Costs had never been Submitted Decommissioning Costs.

### 3.2 Disbursement upon Decommissioning Completion.

- 3.2.1 TMPA shall give written notice to the Participating Public Entities and the Escrow Agent of the occurrence of the completion of the decommissioning and removal of all of the Decommissioned Facilities (a “**Completion Notice**”) within sixty (60) days after the completion of the decommissioning and removal of the Decommissioned Facilities (the “**Decommissioning Completion**”). If the Participating Public Entities believe the Decommissioning Completion has occurred and that TMPA has not timely given a Completion Notice, the Participating Public Entities may give a Completion Notice to the Escrow Agent and TMPA. The Decommissioning Completion shall be deemed to have occurred for purposes of this Agreement if TMPA has given a Completion Notice or the Participating Public Entities have given a Completion Notice and TMPA has not given written notice to the Escrow Agent objecting to the Participating Public Entities’ Completion Notice within twenty (20) days after the Escrow Agent’s receipt of the Completion Notice.
- 3.2.2 Within fifteen (15) days after receiving a Completion Notice from TMPA, or the deemed occurrence of the Decommissioning Completion pursuant to **Section 3.2.1**, the Escrow Agent shall distribute to the Participating Public Entities all remaining amounts held in the Escrow Account in accordance with instructions signed by all Participating Public Entities (the “**Decommissioning Completion Instructions**”) , minus the then outstanding amount of Disputed Decommissioning Costs that have not been distributed to or at the direction of TMPA. Upon receipt by the Escrow Agent after the Deemed Completion Date of a Final Order or Joint Notice specifying the portion, if any, of the Disputed Decommissioning Costs to which TMPA is entitled, the Escrow Agent shall distribute to or at the direction of TMPA the amount of Disputed Decommissioning Costs to which it is entitled pursuant to the Final Order or Joint Order. Any Final Order shall be accompanied by a written certification from the party delivering such decision or order that it is final, binding and conclusive upon TMPA and the Participating Public Entities. The Escrow Agent shall distribute to the Participating Public Entities in accordance with the Decommissioning Completion

Instructions the remaining Disputed Decommissioning Costs which are the subject of such Final Order or Joint Notice.

### **3.3 Disbursement upon Disposition Event.**

3.3.1 TMPA shall give written notice to the Participating Public Entities and the Escrow Agent of the occurrence of a Disposition Event (a “**Disposition Notice**”) within sixty (60) days after the occurrence of a Disposition Event. If the Participating Public Entities believe that a Disposition Event has occurred and that TMPA has not timely given a Disposition Notice, the Participating Public Entities may give a Disposition Notice to the Escrow Agent and TMPA. A Disposition Notice shall be deemed to have occurred for purposes of this Agreement if (i) TMPA has given a Disposition Notice, (ii) the Participating Public Entities have given a Disposition Notice and TMPA has not given notice to the Escrow Agent objecting to the Participating Public Entities’ Disposition Notice within twenty (20) days after the Escrow Agent’s receipt of the Disposition Notice, or (iii) a Final Order holds that a Disposition Event has occurred along with a written certification from the party delivering such decision or order that it is final, binding and conclusive upon TMPA and the Participating Public Entities.

3.3.2 Within fifteen (15) days after the deemed occurrence of a Disposition Event, the Escrow Agent shall distribute to the Participating Public Entities at their written direction, all remaining amounts held in the Escrow Account.

**3.4 Disbursement in Accordance with Joint Notice.** In addition to the disbursements permitted by Sections 3.1, 3.2 and 3.3, the Escrow Agent shall distribute all or a portion of the amount then held in the Escrow Account in accordance with a Joint Notice received by the Escrow Agent.

**3.5 Payment of Disbursements.** The Escrow Agent shall make all payments to the Cities or TMPA via wire transfer of immediately available funds to an account or accounts designated in writing by the Cities or TMPA, respectively, no less than five (5) days prior to the due date of such payment; **provided**, if the Participating Public Entities or TMPA have not timely provided such account designation, the Escrow Agent shall make such payment as soon as practicable after receiving such account designation (but not earlier than the original due date of such payment).

**3.6 Disbursements only from Escrow Account.** Notwithstanding anything in this Agreement to the contrary, the Escrow Agent shall be only required to make, from time-to-time, disbursements of the Escrow Account according to the terms set forth herein to the extent of the Escrow Account.

**3.7 Disputes.** Any dispute that may arise under this Agreement with respect to disbursement of all or a portion of the amounts in the Escrow Account, the duties of the Escrow Agent hereunder or any other questions arising under this Agreement, shall be settled either by a Joint Notice or a Final Order along with a written certification from the party delivering such decision or order that it is final, binding and conclusive upon TMPA and the Participating Public Entities. The Escrow Agent shall be under no duty to institute or defend any proceeding relating to any such dispute and none of the costs and expenses of any such proceeding shall be borne by the Escrow Agent, but if any such costs are incurred, they shall be paid from readily available funds in the Escrow Account.

Prior to the settlement of any dispute as provided in this section, the Escrow Agent shall retain in its possession, without liability to anyone, any portion of the amounts in the Escrow Account that is the subject of such dispute.

#### **ARTICLE 4. THE ESCROW AGENT**

- 4.1 Duties of the Escrow Agent.** The Escrow Agent shall not have any duties or responsibilities under this Agreement other than those specifically set forth herein and shall act only in accordance with the provisions hereof. The permissive right or power to take any action shall not be construed as a duty to take action under any circumstances. Without limiting the generality of the foregoing, the Escrow Agent shall not have any duty or responsibility: (i) to enforce or cause to be enforced any of the terms and conditions of any other agreements of TMPA or the Participating Public Entities other than this Agreement; (ii) to verify the accuracy or sufficiency of any notice or other document received by it in connection with this Agreement; or (iii) to risk its own funds in the administration of the Escrow Account. The Escrow Agent may rely upon, and shall be protected in acting or refraining from acting upon, any written notice, instruction or request furnished to it hereunder and reasonably believed by it to be genuine and to have been signed or presented by the proper Party or Parties. The Escrow Agent shall not be required to take notice of any dispute, objection or other fact or event unless specifically notified in writing thereof in the manner provided in this Agreement. Annually, and quarterly, the Escrow Agent shall report to TMPA and the Participating Public Entities, the balances in the Account, the investments held by the Account, any claims against the account for the period, and all interest, dividends, income and/or losses associated with the Account.
- 4.2 Liabilities of the Escrow Agent.** The Escrow Agent shall not be liable to TMPA, the Participating Public Entities or any other person or entity for any loss, liability or expense resulting from or arising out of any act or failure to act of the Escrow Agent in connection with this Agreement, other than a loss, liability or expense due to the gross negligence or willful misconduct on the part of the Escrow Agent. Without limiting the foregoing, the Escrow Agent shall not be liable for any error of judgment by it in good faith and reasonably believed by it to be authorized or within the rights or powers conferred upon it by this Agreement. The Escrow Agent may consult with counsel of its own choice whenever the Escrow Agent deems appropriate, and shall have full and complete authorization and protection for any action reasonably taken or suffered by it hereunder in good faith in accordance with the opinion of such counsel. In the event that the Escrow Agent shall become involved in any arbitration or litigation relating to the Escrowed Funds, the Escrow Agent is authorized to comply with any final and non-appealable decision reached through such arbitration or litigation.
- 4.3 Indemnification of the Escrow Agent.** The Participating Public Entities and TMPA hereby agree to indemnify the Escrow Agent and hold it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which the Escrow Agent may incur or with which it may be threatened, directly or indirectly, arising from or in any way connected with this



Agreement or which may result from the Escrow Agent's following of instructions from the Participating Public Entities or TMPA in accordance with this Agreement, and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim, whether or not litigation is instituted, but nothing herein shall be construed to obligate TMPA or the Participating Public Entities to so indemnify the Escrow Agent to the extent that it is determined that the Escrow Agent has acted in a grossly negligent manner or with willful misconduct. The provisions of this **Section 4.3** shall survive the termination of this Agreement.

**4.4 Resignation of the Escrow Agent.** The Escrow Agent may resign at any time by giving not less than thirty (30) days written notice of such resignation to TMPA and the Participating Public Entities. Thereafter, the Escrow Agent shall have no further obligation hereunder except to hold the Escrow Account as depository and to continue to pay the interest or other amounts thereon as provided herein. In such event the Escrow Agent shall not take any action until TMPA and the Participating Public Entities have jointly appointed a successor escrow agent. Upon receipt of written instructions to such effect, the resigning Escrow Agent shall promptly deliver all amounts in the Escrow Account to such successor escrow agent and shall thereafter have no further obligations hereunder.

**4.5 Appointment of Successor Escrow Agent.** TMPA and the Participating Public Entities together may terminate the appointment of the Escrow Agent hereunder by giving a joint written notice specifying the date upon which such termination shall take effect. In the event of such termination, TMPA and the Participating Public Entities shall within thirty (30) days of such notice jointly appoint a successor escrow agent, and the Escrow Agent shall deliver the amounts in the Escrow Account to such successor escrow agent.

**4.6 Fees and Expenses of the Escrow Agent.** Escrow Agent shall be entitled to fees and expenses for its regular services as Escrow Agent as set forth in Exhibit A. Additionally, Escrow Agent is entitled to fees for extraordinary services and reimbursement of any out of pocket and extraordinary costs and expenses, including, but not limited to, attorneys' fees. The fees as set forth on Exhibit A to this Agreement for the services to be rendered by the Escrow Agent hereunder shall be satisfied from amounts held in the Escrow Account; provided to the extent the amounts in the Escrow Account are insufficient to pay all fees and expenses of the Escrow Agent, TMPA shall be responsible for all remaining fees and expenses of the Escrow Agent.

**4.7 Additional Agreements Relating to the Escrow Agent.**

4.7.1 The Escrow Agent shall not be required to give any bond or surety or report to any court despite any statute, custom or rule to the contrary.

4.7.2 The Escrow Agent may execute any of the duties under this Agreement by or through agents or receivers.

4.7.3 The Escrow Agent shall not be required to institute legal proceedings of any kind.

- 4.7.4 The Escrow Agent makes no representation beyond its due authorization and execution of this Agreement.
- 4.7.5 The Escrow Agent is under no obligation to disburse amounts held in the Escrow Account upon the instructions of any Governmental Authority (other than a court of competent jurisdiction).
- 4.7.6 The Escrow Agent's obligations with respect to the Escrow Account and amounts held therein are governed solely by this Agreement.

## **ARTICLE 5. MISCELLANEOUS**

- 5.1 Termination; Waiver and Amendment.** This Agreement shall terminate (i) upon the written agreement of TMPA and the Participating Public Entities, or (ii) automatically upon the distribution of all amounts in the Escrow Account following the Decommissioning Completion, or a Disposition Event; **provided, Sections 4.2 and 4.3** shall survive the termination of this Agreement. Any provision of this Agreement may be waived only in writing at any time by the Party that is entitled to the benefits thereof. This Agreement may not be amended or supplemented at any time, except by an instrument in writing signed on behalf of each Party hereto. The waiver by any Party hereto of any breach of a provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- 5.2 Assignment.** This Agreement shall not be assignable, whether by operation of law or otherwise, by any Party without the prior written consent of the Participating Public Entities and TMPA, and any purported assignment in violation of this provision shall be void *ab initio*.
- 5.3 Notices.** All notices, requests, demands, claims and other communications that are required to be or may be given under this Agreement must be in writing and shall be deemed to have been duly given when received if (i) delivered in person or by courier; (ii) sent by telecopy or facsimile transmission; (iii) sent by recognized overnight delivery service, or (iv) mailed, by registered or certified mail, postage prepaid return receipt requested, to the intended recipient at following addresses:

if to the Participating Public Entities:

City of Bryan  
300 S. Texas Avenue  
Bryan, Texas 77803-3937  
979-209-5100  
Attention: City Manager

City of Greenville  
2821 Washington St.  
Greenville, Texas 75401  
903-457-3116

Attention: City Manager

With Copy to:  
GEUS  
6000 Joe Ramsey Blvd.  
Greenville, Texas 75402  
Attention: General Manager

City of Denton  
215 E. McKinney St.  
Denton, Texas 76201-4229  
940-349-8307  
Attention: City Manager

City of Garland  
200 N 5th  
Garland, Texas 75040-6314  
972-205-2000  
Attention: City Manager

if to TMPA:

Texas Municipal Power Agency  
12824 FM 244  
Anderson, Texas 77830  
936-873-1123  
Attention: General Manager

if to the Escrow Agent:

UMB Bank, N.A.  
5910 N. Central Expressway  
Suite 1900  
Dallas, TX 75206  
Attn: Israel Lugo  
Fax: (214) 389-5949

or to such other address as any Party shall have furnished to the other by notice given in accordance with this **Section 5.3**. Such notices shall be effective upon actual receipt at the addresses above. Notices required to be given by the Participating Public Entities shall be effective upon receipt of either (i) a single notice signed by the director of the utility of each Participating Public Entity or (ii) separate notices signed by the director of the utility of each Participating Public Entity.

- 5.4 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflict of law rules that may direct the application of the laws of another jurisdiction. The exclusive venue for the adjudication of any dispute or proceeding arising out of this Agreement or the performance hereof shall be the courts located in McLennan County, Texas, and the Parties hereto consent to and hereby submit to the jurisdiction of any court located in McLennan County, Texas.
- 5.5 Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated unless such an interpretation would materially alter the rights and privileges of any party or materially alter the terms of the transactions contemplated hereby.
- 5.6 Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means.
- 5.7 No Third Party Beneficiaries.** Neither this Agreement nor any document delivered in connection with this Agreement confers upon any Person not a Party any rights or remedies hereunder.
- 5.8 Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by any Party which is not embodied in or superseded by this Agreement, and no Party shall be bound by or liable for any alleged representation, promise, inducement on statement of intention not so set forth.
- 5.9 Joint Effort.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.
- 5.10 Taxes and Regulatory Compliance.** TMPA shall be treated as the owner of the funds in the Escrow Account for federal and state income tax purposes and will report all income, if any, that is earned on, or derived from, the funds in the Escrow Account as its income, in such proportions, in the taxable year or years in which such income is properly includible and pay any taxes attributable there. Upon request, TMPA and Participating Public Entities agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement and any information

reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time and the Bank Secrecy Act, as amended from time to time. The Parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

**5.11 Israel Boycott.** Pursuant to Section 2270.002, Texas Government Code, the Escrow Agent hereby represents that neither it nor or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent boycotts Israel. The Escrow Agent agrees that neither it nor or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank will boycott Israel during the term of this Agreement.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed on its behalf by its officer thereunto duly authorized, all as of the Effective Date.

TEXAS MUNICIPAL POWER AGENCY

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

Counsel for Texas Municipal Power Agency

CITY OF BRYAN, TEXAS

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

Counsel for the City of Bryan, Texas

CITY OF DENTON, TEXAS

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

Counsel for the City of Denton, Texas

CITY OF GARLAND, TEXAS

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

CITY OF GREENVILLE, TEXAS

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

GEUS, acting on behalf of the City of Greenville  
pursuant to its Charter

By: \_\_\_\_\_

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

Title: Chair of the Board of Trustees of the Electric  
Utility Board

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

Attest: \_\_\_\_\_

UMB Bank, N.A., as Escrow Agent

By: \_\_\_\_\_

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

Title: \_\_\_\_\_



## **EXHIBIT A**

### **Fee Schedule**

**Acceptance Fee: \$500**

**Annual Escrow Account Setup/Administration Fee: \$500**

For ordinary administrative services by Escrow Agent – includes daily routine account management; cash transaction processing (including wire and check processing); disbursement of funds in accordance with the agreement; and online access to trust account statements. This fee is payable in advance, with the first installment due at the time of Escrow Agreement funding/execution.

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in the amounts commensurate with the service provided. Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges based on a mutually agreed upon fee schedule. Our proposal is subject in all aspects to review and acceptance of the final financing documents which sets forth our duties and responsibilities.

**RESOLUTION NO. 18-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING THE MAYOR TO ACT ON THE CITY'S BEHALF IN EXECUTING A DECOMMISSIONING ESCROW AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council authorized a Joint Operations Agreement (JOA) with Texas Municipal Power Agency by Ordinance 16-036 on July 12, 2016; and

**WHEREAS**, this Agreement address operations of the TMPA in matters other than the purchase of Power and Energy and to provide for the mutual rights and responsibilities of the parties as to the operations of the Agency, including asset management, decommissioning, environmental remediation, indemnities, and the winding up of affairs of the Agency upon dissolution, as necessary and appropriate and consistent with Tex. Util. Code; and

**WHEREAS**, Section 5.3.1 of the Joint Operating Agreement requires TMPA develop a decommissioning plan for Gibbons Creek Power Plan with 12 months of the adoption of the agreement.

**WHEREAS**, the City Council authorized a waiver for the Decommissioning Plan Deadline for Gibbons Creek Power Plant by Ordinance No. 17-012 on February 28, 2017: A plan is now in place and a Decommissioning Escrow Agreement is now needed; and

**WHEREAS**, the City Council believes it to be in the best interest of the citizens of Greenville to enter into a Decommissioning Escrow Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, THAT:**

**SECTION 1.** The City Council hereby approves and authorizes the Mayor to execute a Decommissioning Escrow Agreement.

**SECTION 2.** This Resolution shall be in full force and effect immediately upon its passage and approval.

**PASSED AND APPROVED** this the 11th day of December 2018.

---

David L. Dreiling, Mayor

**ATTEST:**

---

Carole V. Kuykendall, City Secretary

**APPROVED AS TO FORM:**

---

Daniel W. Ray, City Attorney

DRAFT

City Council Chamber  
2821 Washington Street

**City Council**  
David L. Dreiling, Mayor

Place 1 Jerry Ransom, Mayor Pro Tem  
Place 4 Holly Gotcher

Place 2 James Evans  
Place 5 Brent Money

Place 3 John Turner  
Place 6 Cedric Dean

---

### **Work Session Minutes**

#### **1. Call to Order**

Mayor Dreiling called the Work Session to order at 5:00 p.m. Present were Mayor Pro Tem Ransom and Councilmembers Evans, Turner, Gotcher and Money. Also present were City Manager Summer Spurlock, City Attorney Daniel Ray, and City Secretary Carole Kuykendall. Councilmember Dean was absent.

#### **2. Items to be Discussed**

##### **A. Majors Field Fly-In**

Dennis Mathis from the Majors Field Flying Club gave an update on the Fly-In held November 3, 2018.

##### **B. Project Update (*Summer Spurlock, City Manager*)**

Spurlock presented projects that correspond with FY 18-29 Council Goals:

##### **Goal #1 – Evaluate a Plan for Water Projects**

- (1) 2.5 MG Clearwell (Water Treatment Plant) (\$3,958,717)
- (2) 16" Transmission Line Center Point (\$346,024)
- (3) CenterPoint Pump Station (\$5,439,273)
- (4) Water Treatment Plant Filter Rehabilitation (\$4,904,072)
- (5) L-3 Water Line Extension (\$145,990)
- (6) Washington Street Water Line Replacement (\$173,415)

##### **Goal #2 – Evaluate a Plan for Wastewater Projects**

- (1) 2.1 MGD Lift Station (\$5,736,849)

##### **Goal #3 – Comprehensive Review of City's Water Supply**

- (1) City Staff Reviewing Raw Water Line Upgrade Options
- (2) Wholesale Water Contracts Being Reviewed by City Staff

##### **Goal #4 – Comprehensive Plan for the City**

- (1) Posted City Planner Position
- (2) Requests for Proposals for Comprehensive Plan Being Finalized

##### **Goal #5 – Clean up the City**

- (1) Farmer's Market Building Facelift (\$5,500)
- (2) Courthouse Lights Upgrade (\$6,700)
- (3) Downtown Banners and Benches (\$15,000)
- (4) Greenville Municipal Auditorium Lights Upgrade (\$22,500)
- (5) Shade Structures at Ja-Lu and SportsPark (\$109,547)

- (6) SportsPark Trees (\$4,800)
- (7) Aunt Chars Interactive Playground SportsPark (\$350,000)
- (8) Middleton and Wright Park Playgrounds (\$100,000)

Goal #6 – Staffing for the City

- (1) City Staff Conducting Pay Survey and Reviewing all Job Descriptions, Benefits, etc.

Street Improvement Program

- (1) CenterPoint Lane (1,585,000)

Quality of Life

- (1) Greenville Municipal Auditorium Sound System Upgrade (\$57,860)
- (2) Super Librarian (Awareness for Teen Graphic Novel Collection)

Building Maintenance

- (1) HVAC Units – Replacement of 14 Units
- (2) Civic Center Carpet – Process of Ordering
- (3) GMA Elevator Repair Contracts in Progress

Airport

- (1) Erosion Project
- (2) Proposed Apron Expansion

Police Department

- (1) Hiring/Recruitment/Retention
- (2) Spillman Records Management
- (3) Online Reporting
- (4) Texas Incident-Based Reporting System
- (5) Property Room.com
- (6) Body Armor Grant
- (7) Vigilant Solutions
- (8) TLO

Fire Department

- (1) Radio Infrastructure Upgrade (Phase I)

**3. Items on the Regular Agenda of November 13, 2018**

**4. EXECUTIVE SESSION AS NEEDED FOR AGENDA ITEMS OR EXECUTIVE SESSION ITEMS AS LISTED ON THE REGULAR AGENDA - SECTIONS 551.071, 551.087, 551.072, 551.074, OR 551.073**

The City Council convened into Executive Session at 5:32 p.m. under Sections 551.087. Councilmember Dean arrived at 6:03 p.m.

**5. Adjourn**

Upon reconvening into Open Session at 6:18 and being no further discussion, the City Council adjourned at 6:18 p.m.

## Regular Session Minutes

### 1. Call to Order

Mayor Dreiling called the Regular Session to order at 6:20 p.m. Present were Mayor Pro Tem Ransom and Councilmembers Evans, Turner, Gotcher, Money and Dean. Also present were City Manager Summer Spurlock, City Attorney Daniel Ray, and City Secretary Carole Kuykendall.

### 2. Invocation

Mark Mullins of Bible Missionary Church gave the invocation.

### 3. Pledge of Allegiance

Mayor Dreiling led the Pledge of Allegiance.

### 4. Presentations

Mayor Dreiling recognized VITAS Healthcare and their contributions to the Veterans Day Parade and Luncheon for Veterans for the past five years.

100<sup>th</sup> Anniversary of Armistice Day Proclamation reach by Councilmember John Turner.

### 5. Citizens to be Heard

None.

### 6. Public Hearings

None.

### 7. Ordinances

- A. Consideration and action on an ordinance authorizing a Local Transportation Project Advance Funding Agreement for a Memorial Marker Highway Sign Agreement (*Summer Spurlock, City Manager*)

Mayor Pro Tem Ransom moved, Councilmember Evans seconded for the enactment of Ordinance 18-059: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, ENTERING INTO A LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT FOR A MEMORIAL MARKER HIGHWAY SIGN AGREEMENT; PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FULL FORCE IMMEDIATELY UPON ITS PASSAGE AND APPROVAL.** Motion passed by unanimous vote of the City Council.

- B. Consideration and action on an ordinance authorizing a unit price Construction Contract with Canary Construction for the awarding of the Washington Street Water Improvement Project (*John Wright, Public Works Director*)

Councilmember Turner moved, Councilmember Dean seconded for the enactment of Ordinance 18-060: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A UNIT PRICE CONSTRUCTION CONTRACT WITH CANARY CONSTRUCTION FOR THE WASHINGTON STREET WATER IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.** Motion passed by unanimous vote of the City Council.

- C. Consideration and action on an ordinance authorizing a unit price Construction Contract with SGL Utility Contractors, LLC, for the awarding of the L-3 Water Loop Extension Project (*John Wright, Public Works Director*)

Councilmember Gotcher moved, Councilmember Money seconded for the enactment of Ordinance 18-061: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A UNIT PRICE CONSTRUCTION CONTRACT WITH SGL UTILITY CONTRACTORS FOR THE CONSTRUCTION OF THE L-3 WATER LOOP EXTENSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.** Motion passed by unanimous vote of the City Council.

- D. Consideration and action on an ordinance authorizing a Professional Services Agreement for City-Wide Radio Communication System Consulting Services (*Jeremy Powell, Fire Chief*)

Mayor Pro Tem Ransom moved, Councilmember Gotcher seconded for the enactment of Ordinance 18-062: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BLACK AND VEATCH FOR CITY-WIDE RADIO COMMUNICATION SYSTEM CONSULTING SERVICES; AND PROVIDING AN EFFECTIVE DATE.** Motion passed by majority 5-2 vote with Mayor Dreiling, Mayor Pro Tem Ransom, and Councilmembers Turner, Gotcher, and Money voting "for" and Councilmembers Evans and Dean voting "against."

- E. Consideration and action on an ordinance providing assignment pay for Shift Training Coordinator, HAZMAT Technician, and Technical Rescue Specialist (*Jeremy Powell, Fire Chief*)

Councilmember Turner moved, Councilmember Gotcher seconded for the enactment of Ordinance 18-063: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, PROVIDING ASSIGNMENT PAY FOR SHIFT TRAINING COORDINATOR, HAZMAT TECHNICIAN, AND TECHNICAL RESCUE SPECIALIST IN THE FIRE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.** Motion passed by majority vote by the City Council with Mayor Dreiling, Mayor Pro Tem Ransom, and Councilmembers Turner, Gotcher, Money, and Dean voting "for" and Councilmember Evans voting "against."

- F. Consideration and action on an ordinance authorizing an agreement with the Tarrant County Bail Bond Board for Potential Release of Bail Bond Board liens on properties in Hunt County conveyed to the Board by Lesa Baker in Trust Deeds (*Daniel W. Ray, City Attorney*)

This item was considered after Executive Session. Councilmember Money moved, Councilmember Dean seconded for the enactment of Ordinance 18-064: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING AN AGREEMENT WITH THE TARRANT COUNTY BAIL BOND BOARD FOR POTENTIAL RELEASE OF BAIL BOND BOARD LIENS ON PROPERTIES IN HUNT COUNTY CONVEYED TO THE BOARD BY LESA BAKER IN TRUST DEEDS; AND PROVIDING AN EFFECTIVE DATE.** Motion passed by unanimous vote of the City Council.

## 8. Resolutions

- A. Consideration and action on a resolution approving minor revisions to the Circulation Policy and Computer Use Policy sections of the Library Policy Manual (*Olivia Griggs, Library Director*)

Councilmember Gotcher moved, Councilmember Evans seconded for the adoption of Resolution 18-74: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AMENDING THE CURRENT LIBRARY POLICY IN THE W. WALWORTH HARRISON LIBRARY; AND PROVIDING AN EFFECTIVE DATE.** Motion passed by unanimous vote of the City Council.

- B. Consideration and action on a resolution appointing a member to the initial 9-1-1- District Board (*City Council*)

Mayor Pro Tem Ransom moved to appoint Mayor Dreiling, Councilmember Gotcher seconded for the adoption of Resolution 18-75: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPOINTING A MEMBER TO THE INITIAL 9-1-1- DISTRICT BOARD; AND PROVIDING AN EFFECTIVE DATE.** Motion carried by unanimous vote of the City Council.

**9. Consent Calendar**

- A. City Council Meeting Minutes – October 9, 2018
- B. Cancel November 27<sup>th</sup>, 2018 City Council Meeting

Councilmember Money moved to approve the Consent Calendar, Councilmember Turner seconded. Motion carried by unanimous vote of the City Council.

**10. City Staff/City Council Reports**

No reports.

**11. City Council Discussion/Proposed Agenda Items**

Mayor Pro Tem Ransom would like to discuss a Capital Improvement Project with Bonds for the repair of Stonewall and Sayle Streets.

Councilmember Money would like a report on the Sayle Street Stop Signs.

**12. Board and Commission Minutes**

None.

**13. Executive Session**

The City Council convened into Executive Session at 7:17 p.m. under the following:

- A. **Section 551.071 (1) & (2)** Consultation with City Attorney on any regular session agenda item requiring confidential, attorney/client advice necessitated by the deliberation or discussion of said items as needed; consultation with City Attorney regarding pending or contemplated litigation, settlement offers, or matters deemed subject to the Code of Professional Responsibility of the State Bar of Texas: also; Water Sales Agreement with SRA
- B. **Section 551.072:** Discussion with respect to the purchase, lease, or value of real property, when such discussion would have a detrimental effect on negotiating position of the governmental body



- C. **Section 551.087(1):** Deliberation Regarding Economic Development Negotiations - (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations: Projects Ready

**14. Take action on any item discussed in Executive Session**

The City Council considered Item 7-F on the Regular Agenda at this time.

**15. Adjourn**

Being no further business, the City Council adjourned at 8:08 p.m. by unanimous consent.

\_\_\_\_\_  
David L. Dreiling, Mayor

ATTEST:

\_\_\_\_\_  
Carole V. Kuykendall, City Secretary



City Council Chamber  
2821 Washington Street

**City Council**  
David L. Dreiling, Mayor

Place 1 Jerry Ransom, Mayor Pro Tem  
Place 4 Holly Gotcher

Place 2 James Evans  
Place 5 Brent Money

Place 3 John Turner  
Place 6 Cedric Dean

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**CANCELLED**

**Posting Certification**

I certify that this notice of the City Council Meeting was posted on the City Hall bulletin board of the City of Greenville, Texas.

Posted in accordance with the Texas Government Code, Chapter 551.

\_\_\_\_\_  
Carole V. Kuykendall, City Secretary



# City Council Agenda Item Report

Date of Meeting December 11, 2018

## Agenda Item No. 9-C

Contact – Carole Kuykendall, City Secretary

903-457-3130

[ckuykendall@ci.greenville.tx.us](mailto:ckuykendall@ci.greenville.tx.us)

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**SUBJECT:** Resolution authorizing secretary's Appointment of Agent to perform duties during election period.

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### 1. BACKGROUND/HISTORY

Because of specific Election Laws, there are periods of time when the office of the City Secretary has to remain open for election duties.

### 2. FINDINGS/CURRENT ACTIVITY

Section 31.122 of the Texas Election Code states the following:

*(a) Except as provided by Section 31.123, each county clerk, city secretary, or secretary of the governing body of a political subdivision other than a county or city or the authority performing the duties of a secretary under this code shall keep that officer's office open for election duties for at least three hours each day, during regular office hours, on regular business days during the period:(1) beginning not later than the 50th day before the date of each general election of the political subdivision or the third day after the date a special election is ordered by an authority of the political subdivision; and(2) ending not earlier than the 40th day after election day.(b) If the political subdivision is an independent school district, a regular business day means a day on which the school district's main business office is regularly open for business*

Section 31.123 provides for the following:

*(a) If the secretary of the governing body of a political subdivision other than a county or city or the authority performing the duties of a secretary under this code does not maintain an office during the hours and days required by Section 31.122, the secretary or other authority shall appoint another officer or employee of the political subdivision as the secretary's or authority's agent to*

perform the duties provided by this section. The appointment is subject to the approval of the political subdivision's governing body.

(b) The agent shall maintain office hours, as directed by the appointing authority, for at least the hours and days required by Section 31.122, in the agent's regular office, the office of the appointing authority, or an office designated by the governing body of the political subdivision served by the authority.

(c) The agent shall maintain in the agent's office the documents, records, and other papers relating to the election that:

- (1) by law are placed in the custody of the authority appointing the agent; and
- (2) are public information.

(d) The agent shall:

- (1) receive any personally delivered document relating to the election that the appointing authority is authorized or required to receive; and
- (2) make available for inspection and copying, in accordance with applicable regulations, the documents, records, and other papers that are required to be maintained in the agent's office under Subsection (c).

(e) The appointing authority may authorize the agent to perform any other ministerial duties in connection with the election that may lawfully be performed by an employee of the appointing authority.

(f) The appointing authority shall post, on the bulletin board used for posting notice of meetings of the political subdivision's governing body, a notice containing the agent's name, the location of the agent's office, the agent's office hours, and duration of the agent's appointment. The notice shall remain continuously posted during the minimum period for maintaining the agent's office.

Because of these requirements and in the event of attendance at an election law seminar or an unforeseen absence, it is prudent to appoint an agent during the election period mandated by state law.

**3. FINANCIAL IMPACT/ACCOUNT NO.**

N/A

**4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends the City Council consider the appointment of Doyle D. Dick as authorized agent during election period.

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_ **Action** \_\_\_\_\_

**RESOLUTION NO. 18-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, AUTHORIZING SECRETARY'S APPOINTMENT OF AGENT TO PERFORM DUTIES DURING ELECTION PERIOD; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Greenville is required to conduct elections including the election of councilmembers; and

**WHEREAS**, all elections held within the State of Texas are governed by the procedures set forth in the Texas Election Code; and

**WHEREAS**, Section 31.122 of the Election Code requires the secretary of a governing body of a political subdivision to keep his or her office open for election duties for at least three hours each day, during regular office hours, on regular business days during the period (a) beginning not later than the 50<sup>th</sup> day before the date of each general election of the political subdivision or the third day after a special election is ordered by an authority of the political subdivision, and (b) ending not earlier than the 40<sup>th</sup> day after election day; and

**WHEREAS**, Section 31.123 of the Election Code provides that, if the secretary of the governing body of a political subdivision does not maintain an office during the hours and days required by Section 31.122 of the Election Code, the secretary must, subject to the approval of the political subdivision's governing body, appoint another officer or employee of the political subdivision as the secretary's agent to perform the duties set forth in Section 31.123 of the Election Code; and

**WHEREAS**, the Secretary of the City of Greenville, in an event of some unforeseen circumstance, may not be able to maintain office hours during the hours and days required by Section 31.122 of the Election or during the time period that applications may be submitted for a place on the ballot; and

**WHEREAS**, therefore the governing body of the City of Greenville desires to authorize the Secretary of the City to appoint an agent in accordance with Section 31.123 of the Election Code; and

**WHEREAS**, the City Council believes it to be in the best interest of the citizens of Greenville to authorize the secretary's appointment of an agent to perform duties during election period.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, THAT:**

**SECTION 1.** The Secretary of the City of Greenville is hereby authorized and directed to appoint Doyle D. Dick as the Secretary's agent to perform the duties set forth in Section 31.123 of the Election Code for the May 4, 2019, General Election, and to post on the bulletin

board used for posting notice of meetings, a notice containing the agent's name and the location of the agent's office, the agent's office hours, and duration of the agent's appointment. The notice will remain continuously posted during the minimum period for maintaining the agent's office.

**SECTION 2.** It is hereby found and determined that the meeting at which this Resolution has been considered and adopted is open to the public as required by law, and that written notice of the time, place, and subject matter of this meeting, and the proposed adoption of this Resolution was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code.

**SECTION 3.** This Resolution shall be in full force and effect immediately upon its passage and approval.

**PASSED AND APPROVED** this the 11th day of December 2018.

---

David L. Dreiling, Mayor

**ATTEST:**

---

Carole V. Kuykendall, City Secretary

**APPROVED AS TO FORM:**

---

Daniel W. Ray, City Attorney

**APPOINTMENT OF AGENT  
DURING ELECTION PERIOD**

I, Carole V. Kuykendall, hereby authorize Doyle D. Dick to act in my behalf should it be necessary for me to be out of the office during the election period, January 16, 2019, to June 13, 2019, as specified in Section 31.123 of the Texas Election Code and authorized by the City Council of the City of Greenville.

The office hours are from 8:00 a.m. to 5:00 p.m. with one hour closed for lunch from approximately noon to 1:00 p.m. The office of Doyle Dick is # 104 Main Street Office.

---

**Carole V. Kuykendall  
City Secretary**

**La CITA DE AGENTE DURANTE el PERIODO de la ELECCION**

Yo, Carole V. Kuykendall, por la presente autoriza Doyle D. Dick a actuar en mi beneficio lo debe es necesario para mí sea fuera de la oficina durante el período de la elección, el 16 de enero de 2019 a el 13 de junio de 2019, como especificado en la Sección 31,123 del Código del Elección de Tejas y autorizado por el ayuntamiento de la Ciudad de Dayton.

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**Carole V. Kuykendall  
Secretario de la Ciudad**



# City Council Agenda Item Report

Date of Meeting December 11, 2018

## Agenda Item No. 9-D

Contact – Summer Spurlock, City Manager

903-457-3116

[klucas@ci.greenville.tx.us](mailto:klucas@ci.greenville.tx.us)

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**SUBJECT:** Resolution approving bids received on nine tax resale properties as described below.

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### 1. BACKGROUND/HISTORY

Records show that ownership of the following properties was converted on:

42120	4604 Spencer	Apr 23, 2009 by Sherriff's Deed to City of Greenville BIDDER: <b>Santos Cruz – build a home</b>
71151	2108 Hemphill	Nov 9, 2009, Sherriff's Deed to City of Greenville BIDDER: <b>Santos Cruz – build a home</b>
71156	2107 Hemphill	Feb 18, 1997 by Sherriff's Deed to Greenville ISD BIDDER: <b>Santos Cruz – build a home</b>
44356	4609 Hill	Jun 8, 2015 by Constables Deed to City of Greenville BIDDER: <b>Maria Reategui – build a home</b>
44357	4701 Hill	Jun 8, 2015 by Constables Deed to City of Greenville BIDDER: <b>Jose Tacsá – build a home</b>
71265	2001 Mill	May 12, 2017 by Constables Deed to Greenville ISD BIDDER: <b>Leo Williams – build a home</b>
90755	4117 Spencer	Jul 19, 1988 by Sherriff's Deed to City of Greenville BIDDER: <b>Massoud Baniani – build a home</b>
39937	3709 McDougal (Lesa Baker)	Mar 16, 2011 by Constables Deed to City of Greenville - BIDDER: <b>Francisco Cabrera – adjoins his current property</b>
39935	3701 McDougal	Sep 18, 2009 by General Warranty Gift Deed to City of Greenville - BIDDER: <b>Francisco Cabrera – build a home</b>

All properties are zoned residential.



**2. FINDINGS/CURRENT ACTIVITY**

Those individuals listed above submitted bids for a total of \$41,740. Each bidder's Intentions is to build residential homes. Once a certificate of occupancy is obtained for each property, with the exception of HCAD #39937 due to the fact that the Bidder is wanting to make it a part of his existing property, the City will release all

<b>Number</b>	<b>Address</b>	<b>Bid Received</b>
39935	3701 McDougal, being BLK 4, LOT 1A PART OF ORIGINAL TOWN OF GREENVILLE	\$4,690
39937	3709 McDougal, being BLK 4, LOT 2,3 Part of Becton Anna S Subdivision	\$4,900
44356	4609 Hill, being BLK 6 LOT 5 Part of the Edmondson Addition	\$6,550
44357	4701 Hill, being BLK 6, LOT 6A Part of the Edmondson Addition	\$4,940
71265	2001 Mill St, being BLK 142 LOTS 1, 2A Part of Becton Anna S Subdivision	\$4,610
90755	4117 Spencer, BLK 10 LOT 9A Part of the Wright Subdivision	\$4,420
71156	2107 Hemphill, BLK 124 LOT 3 Part of the Original Town of Greenville	\$3,240
71151	2108 Hemphill, BLK 124 LOT 6 Part of Original Town of Greenville	\$3,630
42120	4604 Spencer, BLK 37 LOT 8 Part of the College Hill Addition	\$4,760
	<b>TOTAL</b>	\$41,740.00

outstanding City liens.

**3. FINANCIAL IMPACT/ACCOUNT No.**

The proposed resolution would accept bids in the total amount of \$41,740 for the properties in "As-Is" condition, broken down below.

The funds received pursuant to this sale shall be distributed according to the Texas Property Tax Code. Acceptance of this process would allow the property to return to the tax rolls.

**4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends the City Council consider and take action on this resolution and the sale of the above properties "As-Is" located at the addresses above, in the amount of \$41,740, to the list of bidders above.

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_ **Action** \_\_\_\_\_

PerdueBrandonFielderCollins&Mott LLP

ATTORNEYS AT LAW

P.O. BOX 2007  
TYLER, TX 75710  
TELEPHONE 903-597-7664  
FAX 903-597-6298  
[www.pbfc.com](http://www.pbfc.com)

Tab Beall  
ATTORNEY AT LAW

Alesha L. Buckner  
ATTORNEY AT LAW

Scott A. Severt  
ATTORNEY AT LAW

RESALE PROPERTY BID

I hereby submit my bid for the purchase of:

Property Account #: 42120 Address: 4604 Spencer

Bid Amount: \$ 4760<sup>00</sup>

PRINT NAME: Santos Alfredo Cruz

ADDRESS: 1510 Colonel Drive

CITY: Garland STATE: TX ZIP: 75043

TELEPHONE: 469-688-8182 (903-855-7211 realtor)

E-MAIL: jennifersharp@calpremiergroup.com

PURPOSE FOR PURCHASING PROPERTY:

Build A House

Print name(s) to appear on deed if different than above:

DATE: 9/24/18 SIGNATURE: Santos Cruz

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

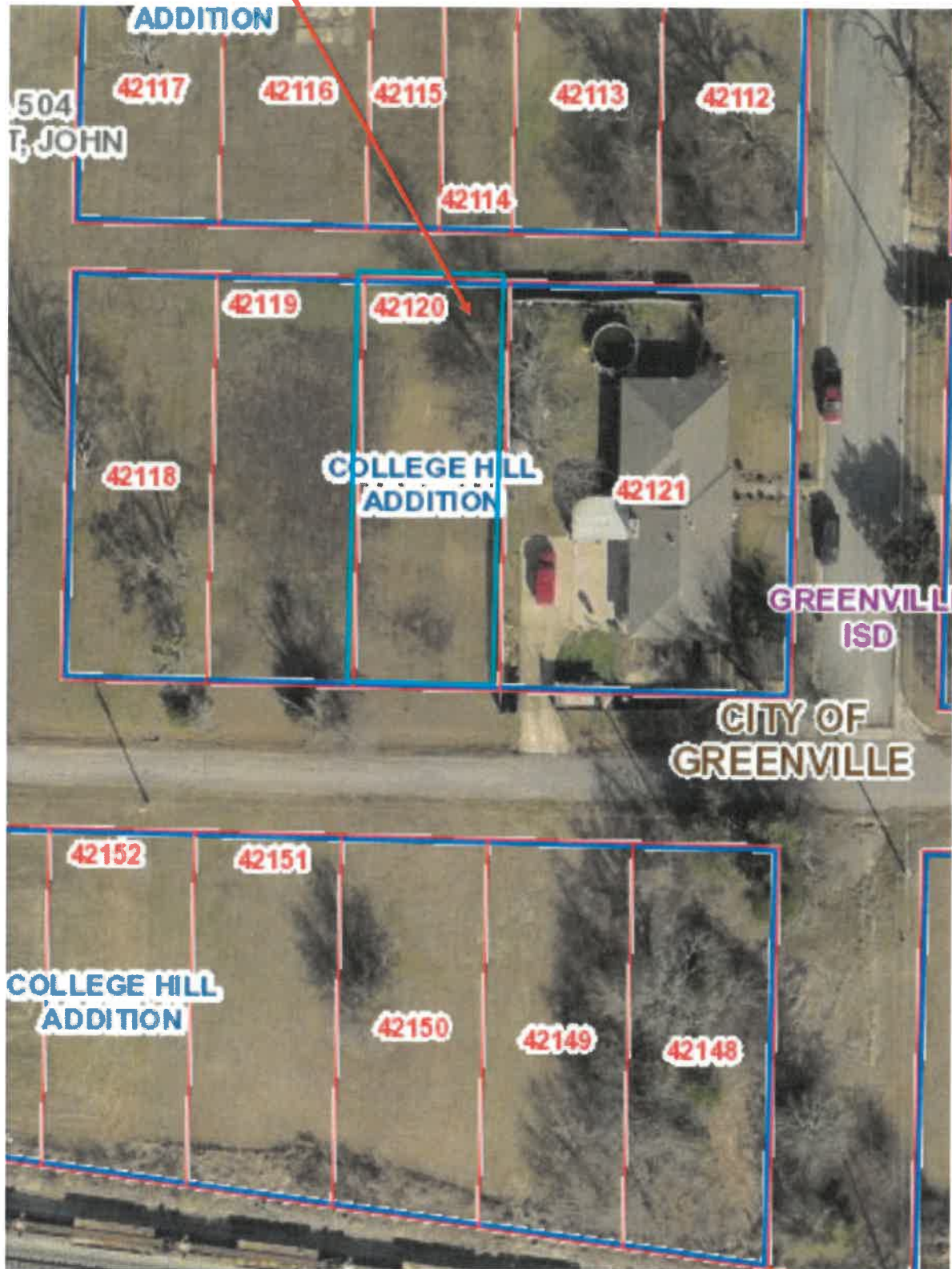
PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM/ HUNT RESALE  
PO BOX 2007  
TYLER TX 75710-2007

OR

E-MAIL TO: Stacy Fleming at [sfleming@pbfc.com](mailto:sfleming@pbfc.com)

AMARILLO ARLINGTON AUSTIN CONROE GARLAND HOUSTON  
LUBBOCK EDINBURG MIDLAND SAN ANTONIO TYLER WICHITA FALLS

4604 Spencer



## BID ANALYSIS

Cause # TAX18527 CITY OF GREENVILLE VS. JAMES D DONALDSON

**Bid Amount: \$4,760.00**  
Minimum Bid at Sale: \$2,170.00  
Date Bid Submitted: 9/24/2018

Acct#: R42120  
Judgment Date: 11/27/2007  
Property Value at Judgment: \$2,170.00  
Property Value today: \$4,760.00  
Date of Sale: 12/2/2008

Bidders Name: SANTOS ALFREDO CRUZ

Bidders Address: 1510 COLONEL DR  
GARLAND TX 75043

Sale Deed Filed: 4/23/2009  
Redemption Expires: 4/23/2010

### PROPERTY DESCRIPTION

TRACT 1: BEING LOT 8, BLOCK 37, COLLEGE HILL ADDITION AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 0, PAGE 458 AND SHERIFF'S DEED IN VOLUME 1858, PAGE 306 FILED APRIL 23, 2009 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER **R42120**.

SITUS OR LOCATION PER HUNT CAD: 4604 SPENCER ST GREENVILLE, TX 75401

### JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	1990-2006	\$442.41
GREENVILLE ISD/CED	1979-2006	\$1,339.02
HUNT COUNTY	1989-2006	\$302.39
HUNT MEMORIAL HD	1989-2006	\$132.27

TOTAL: \$2,216.09

### COSTS

Publication Fee: \$22.24 (Payable to Hunt County Treasurer)  
Court Costs: \$522.50 (Payable to Hunt County District Clerk)  
Sheriff's Commission: \$50.00 (Payable to the Hunt County Sheriff)  
Deed Recording Fee: \$38.25 (Payable to Hunt County Clerk)  
Excess Proceeds: \$1,496.62 (Payable to Hunt County District Clerk)

TOTAL: \$2,129.61

**PROPOSED TAX DISTRIBUTION**

Bid Amount: \$4,760.00      Costs: \$2,129.61  
Net to Distribute: \$2,630.39

ENTITY	AMOUNT TO DISBURSE - NOVEMBER 2018
CITY OF GREENVILLE:	\$663.35
GREENVILLE ISD:	\$1,323.24
HUNT COUNTY:	\$457.56
HUNT MEMORIAL HD:	\$186.24

(These amounts are contingent on verification of cost)

**TOTAL: \$2,630.39**

# Hunt CAD Property Search

## Property ID: 42120 For Year 2018

Map



### Property Details

<b>Account</b>	
<b>Property ID:</b>	42120
<b>Legal Description:</b>	S2535 COLLEGE HILL ADDITION (GREENVILLE) BLK 37 LOT 8 ACRES .1607
<b>Geographic ID:</b>	2535-0370-0080-41
<b>Agent Code:</b>	
<b>Type:</b>	Real
<b>Location</b>	
<b>Address:</b>	4604 SPENCER ST GREENVILLE, TX 75401
<b>Map ID:</b>	5A-2535
<b>Neighborhood CD:</b>	
<b>Owner</b>	
<b>Owner ID:</b>	303496
<b>Name:</b>	CITY OF GREENVILLE
<b>Mailing Address:</b>	PO BOX 1049 GREENVILLE, TX 75403
<b>% Ownership:</b>	100.0%
<b>Exemptions:</b>	EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere) For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$4,760
Agricultural Market Valuation:	\$0
Market Value:	\$4,760
Ag Use Value:	\$0
Appraised Value:	\$4,760
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$4,760

**DISCLAIMER** Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	APPRAISAL DISTRICT	0.000000	\$4,760	\$0
CGR	GREENVILLE, CITY	0.652162	\$4,760	\$0
GHT	HUNT COUNTY	0.511899	\$4,760	\$0
HHO	HUNT MEMORIAL HD	0.235570	\$4,760	\$0
SGR	GREENVILLE ISD	1.298481	\$4,760	\$0

**Total Tax Rate:** 2.698112

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
CR	RESIDENTIAL, CITY	0.1607	7,000.00	50.00	140.00	\$4,760	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$0	\$4,760	\$0	\$4,760	\$0	\$4,760
2017	\$0	\$2,450	\$0	\$2,450	\$0	\$2,450
2016	\$0	\$2,450	\$0	\$2,450	\$0	\$2,450
2015	\$0	\$2,170	\$0	\$2,170	\$0	\$2,170
2014	\$0	\$2,170	\$0	\$2,170	\$0	\$2,170
2013	\$0	\$2,170	\$0	\$2,170	\$0	\$2,170
2012	\$0	\$2,170	\$0	\$2,170	\$0	\$2,170
2011	\$0	\$2,170	\$0	\$2,170	\$0	\$2,170

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
4/23/2009	SHER	SHERRIFF'S DEED	DONALDSON JIM	CITY OF GREENVILLE	1858	306	4870

DISCLAIMER

**DISCLAIMER** Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.



**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING THE OFFER TO PURCHASE PROPERTY AT 4604 SPENCER STREET AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Greenville has become an owner in trust of a certain tract of land described in the attached Exhibit "A" of certain real property by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **Cause No. TAX18527 CITY OF GREENVILLE VS. JAMES D DONALDSON**; and

**WHEREAS**, because the property described is not currently generating any taxes on the tax roll, it is desirable that the property be sold so that taxes may be collected against the property in the future; and

**WHEREAS**, an offer has been made to purchase the property, and the City of Greenville wishes to accept the offer of **SANTOS ALFREDO CRUZ** to purchase the property in the attached Exhibit "A," also known as **4604 SPENCER STREET, Account #42120, for FOUR THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND 00/00 (\$4,760.00)**; and

**WHEREAS**, the funds received pursuant to this sale shall be distributed according to the Texas Property Tax Code.

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

**SECTION 1.** The sale of real property to **SANTOS ALFREDO CRUZ** for and in consideration of the cash sum of **for FOUR THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND 00/00 (\$4,760.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code is hereby approved.

**SECTION 2.** The City Manager is authorized to sign the Special Resale Deed on behalf of the City of Greenville.

**SECTION 3.** The City Council hereby authorizes the City Manager to waive all health and safety liens currently attached to the property.

**SECTION 4.** This Resolution shall be in full force and effect immediately upon its passage and approval.

**PASSED AND APPROVED** this the 11th day of December 2018.

---

David L. Dreiling, Mayor

**ATTEST:**

---

Carole V. Kuykendall, City Secretary

**APPROVED AS TO FORM:**

---

Daniel W. Ray, City Attorney

DRAFT

**EXHIBIT "A"**

Property Description:

TRACT 1: BEING LOT 8, BLOCK 37, COLLEGE HILL ADDITION AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 0, PAGE 458 AND SHERIFF'S DEED IN VOLUME 1858, PAGE 306 FILED APRIL 23, 2009 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER **R42120**.

SITUS OR LOCATION PER HUNT CAD: 4604 SPENCER ST GREENVILLE, TX 75401

SPECIAL RESALE DEED

STATE OF TEXAS §  
COUNTY OF HUNT §

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.

KNOW ALL MEN BY THESE PRESENTS that THE CITY OF GREENVILLE, TRUSTEE, for itself GREENVILLE INDEPENDENT SCHOOL DISTRICT, HUNT COUNTY AND HUNT MEMORIAL HOSPITAL DISTRICT, hereinafter called GRANTORS, each acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of **FOUR THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND 00/00 (\$4,760.00)** and other good and valuable consideration, in hand paid by **SANTOS ALFREDO CRUZ**, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in **CAUSE NO. TAX18527 CITY OF GREENVILLE VS. JAMES D DONALDSON**, said property being described as follows:

TRACT 1: BEING LOT 8, BLOCK 37, COLLEGE HILL ADDITION AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 0, PAGE 458 AND SHERIFF'S DEED IN VOLUME 1858, PAGE 306 FILED APRIL 23, 2009 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER **R42120**.

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said

**SANTOS ALFREDO CRUZ**, Grantee, their heirs and assigns forever, so that neither THE CITY OF GREENVILLE, TRUSTEE, for itself GREENVILLE INDEPENDENT SCHOOL DISTRICT, HUNT COUNTY AND HUNT MEMORIAL HOSPITAL DISTRICT, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in "AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by Grantee.

IN TESTIMONY WHEREOF, THE CITY OF GREENVILLE, TRUSTEE, for itself GREENVILLE INDEPENDENT SCHOOL DISTRICT, HUNT COUNTY AND HUNT MEMORIAL HOSPITAL DISTRICT, Grantors, have caused the presents to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

CITY OF GREENVILLE

BY: \_\_\_\_\_  
CITY MANAGER

THE STATE OF TEXAS  
COUNTY OF HUNT

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, CITY MANAGER of the City of Greenville, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
NOTARY PUBLIC

GRANTEE'S MAILING ADDRESS:

**SANTOS ALFREDO CRUZ**  
1510 COLONEL DR  
GARLAND TX 75043

Return to:

Perdue, Brandon Law Firm  
P.O. Box 2007  
Tyler TX 75710-2007

PerdueBrandonFielderCollins&Mott LLP

ATTORNEYS AT LAW

P.O. BOX 2007  
TYLER, TX 75710  
TELEPHONE 903-597-7664  
FAX 903-597-6298  
[www.pbfc.com](http://www.pbfc.com)

Tab Beall  
ATTORNEY AT LAW

Scott A. Severt  
ATTORNEY AT LAW

Alesha L. Buckner  
ATTORNEY AT LAW

RESALE PROPERTY BID

I hereby submit my bid for the purchase of:

Property Account #: 71151 Address: 2108 Hemphill

Bid Amount: \$ 3630.<sup>00</sup>

PRINT NAME: Santos Alfredo Cruz

ADDRESS: 1510 Colonel Drive

CITY: GARLAND STATE: TX ZIP: 75043

TELEPHONE: 469-688-8182 (903-855-7911 Realtor)

E-MAIL: jennifersharp@C21premiergroup.com

PURPOSE FOR PURCHASING PROPERTY:

Build A House

Print name(s) to appear on deed if different than above:

DATE: 9/24/18 SIGNATURE: Santos Cruz

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

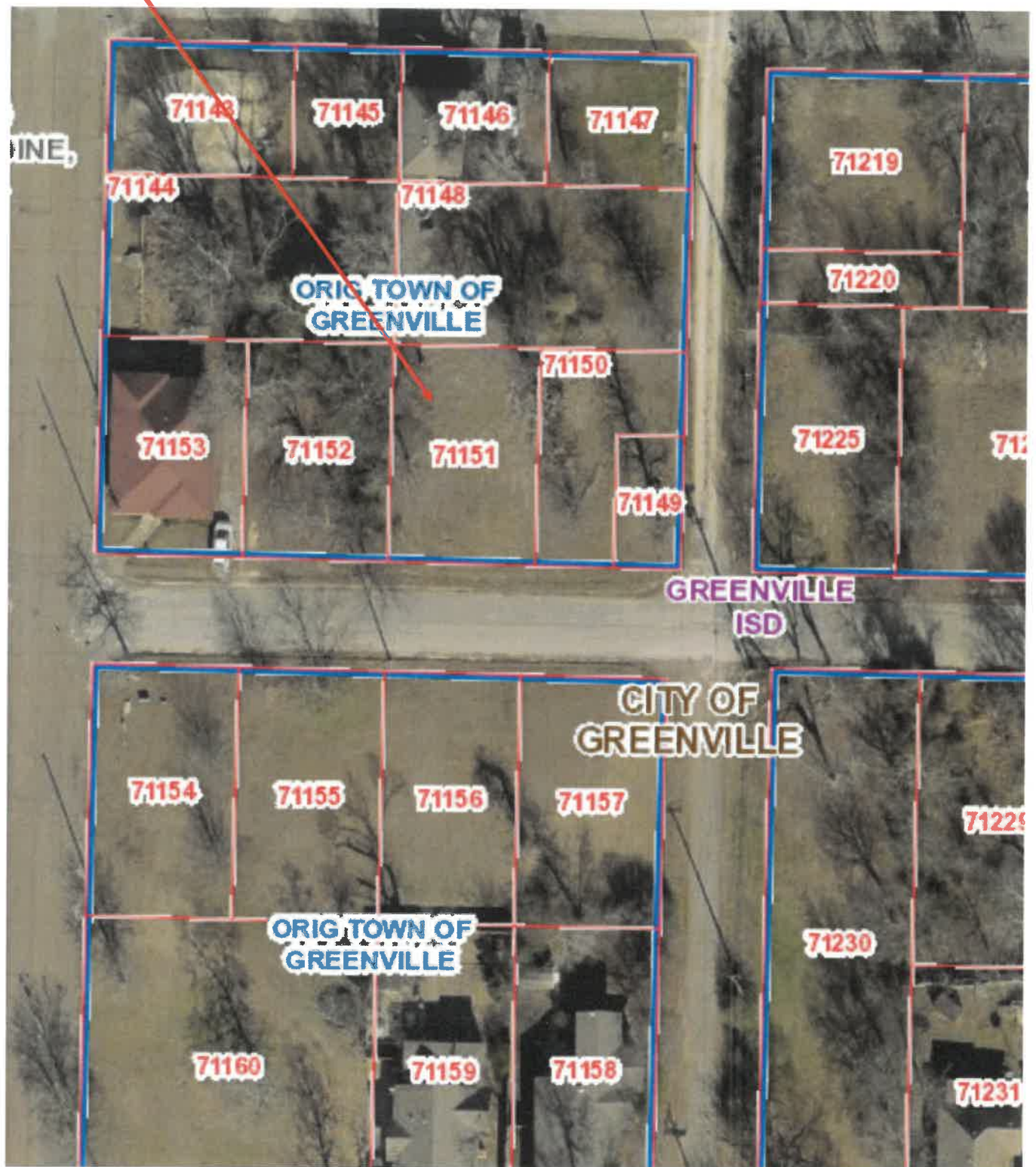
PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM/ HUNT RESALE  
PO BOX 2007  
TYLER TX 75710-2007

OR

E-MAIL TO: Stacy Fleming at [sfleming@pbfc.com](mailto:sfleming@pbfc.com)

AMARILLO ARLINGTON AUSTIN CONROE GARLAND HOUSTON  
LUBBOCK EDINBURG MIDLAND SAN ANTONIO TYLER WICHITA FALLS

# 2108 HEMPHILL



## BID ANALYSIS

Cause # TAX18745 CITY OF GREENVILLE VS. LARRY TINSON

**Bid Amount: \$3,630.00**  
Minimum Bid at Sale: \$1,610.00  
Date Bid Submitted: 9/24/2018

Acct#: R71151  
Judgment Date: 12/12/2008  
Property Value at Judgment: \$1,610.00  
Property Value today: \$3,630.00  
Date of Sale: 11/3/2009

Bidders Name: SANTOS ALFREDO CRUZ

Bidders Address: 1510 COLONEL DR  
GARLAND TX 75043

Sale Deed Filed: 11/9/2009  
Redemption Expires: 11/9/2010

### PROPERTY DESCRIPTION

TRACT 13: BEING LOT 6, BLOCK 123, ORIGINAL TOWN OF GREENVILLE, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 964, PAGE 632 AND SHERIFF'S DEED DOC#2009-14535 FILED NOVEMBER 9, 2009 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER **R71151**.

SITUS OR LOCATION PER HUNT CAD: 2108 HEMPHILL ST GREENVILLE, TX 75401

### JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	2000-2007	\$703.74
GREENVILLE ISD	2000-2007	\$1,502.38
HUNT COUNTY	2000-2007	\$528.18
HUNT MEMORIAL HD	2000-2007	\$197.46

TOTAL: \$2,931.76

### COSTS

Publication Fee: \$0.00 (Paid in full)  
Court Costs: \$0.00 (Paid in full)  
Sheriff's Commission: \$60.00 (Payable to the Hunt County Sheriff)  
Deed Recording Fee: \$38.25 (Payable to Hunt County Clerk)

TOTAL: \$98.25



**PROPOSED TAX DISTRIBUTION**

Bid Amount: \$3,630.00      Costs: \$98.25  
Net to Distribute: \$3,531.75

ENTITY	AMOUNT TO DISBURSE
CITY OF GREENVILLE:	(24%) \$847.62
GREENVILLE ISD/CED:	(51%) \$1,801.19
HUNT COUNTY:	(18%) \$635.72
HUNT MEMORIAL HD:	(7%) \$247.22

(These amounts are contingent on verification of cost)

**TOTAL: \$3,531.75**

Hunt CAD Property Search

Property ID: 71151 For Year 2018

Map



Property Details

Account

**Property ID:** 71151  
**Legal Description:** S4385 ORIG TOWN OF GREENVILLE BLK 123 LOT 6 ACRES .119  
**Geographic ID:** 4385-1230-0060-41  
**Agent Code:**

**Type:** Real

Location

**Address:** 2108 HEMPHILL ST GREENVILLE, TX 75401  
**Map ID:** 5A-4920  
**Neighborhood CD:** N4385SGR

Owner

**Owner ID:** 303496  
**Name:** CITY OF GREENVILLE  
**Mailing Address:** PO BOX 1049  
 GREENVILLE, TX 75403

**% Ownership:** 100.0%

**Exemptions:** EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere)  
 For privacy reasons not all exemptions are shown online.

**Property Values**

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$3,630
Agricultural Market Valuation:	\$0
Market Value:	\$3,630
Ag Use Value:	\$0
Appraised Value:	\$3,630
Homestead Cap Loss: Ⓢ	\$0
Assessed Value:	\$3,630

**DISCLAIMER** Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

**Property Taxing Jurisdiction**

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	APPRAISAL DISTRICT	0.000000	\$3,630	\$0
CGR	GREENVILLE, CITY	0.652162	\$3,630	\$0
GHT	HUNT COUNTY	0.511899	\$3,630	\$0
HHO	HUNT MEMORIAL HD	0.235570	\$3,630	\$0
SGR	GREENVILLE ISD	1.298481	\$3,630	\$0

Total Tax Rate: 2.698112

**Property Improvement - Building**

**Property Land**

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
CR	RESIDENTIAL, CITY	0.119	5,184.00	54.00	96.00	\$3,630	\$0

**Property Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loes	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$0	\$3,630	\$0	\$3,630	\$0	\$3,630
2017	\$0	\$1,810	\$0	\$1,810	\$0	\$1,810
2016	\$0	\$1,810	\$0	\$1,810	\$0	\$1,810
2015	\$0	\$1,610	\$0	\$1,610	\$0	\$1,610
2014	\$0	\$1,610	\$0	\$1,610	\$0	\$1,610
2013	\$0	\$1,610	\$0	\$1,610	\$0	\$1,610
2012	\$0	\$1,610	\$0	\$1,610	\$0	\$1,610
2011	\$0	\$1,610	\$0	\$1,610	\$0	\$1,610

**Property Deed History**

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
11/9/2009	SHER	SHERRIFF'S DEED	TINSON LARRY W	CITY OF GREENVILLE	2009	14535	
5/1/1985	WD	WARRANTY DEED	TINSON LARRY W	TINSON LARRY W	964	632	
5/1/1985	WD	WARRANTY DEED	CURVIN URWANDA LILLY	TINSON LARRY W	964	632	
2/21/1980	WD	WARRANTY DEED	FINNEY SADIE	CURVIN URWANDA LILLY	846	127	

**DISCLAIMER**

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**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING THE OFFER TO PURCHASE PROPERTY AT 2108 HEMPHILL STREET AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Greenville has become an owner in trust of a certain tract of land described in the attached Exhibit "A" of certain real property by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **Cause No. TAX18745 CITY OF GREENVILLE VS. LARRY TINSON**; and

**WHEREAS**, because the property described is not currently generating any taxes on the tax roll, it is desirable that the property be sold so that taxes may be collected against the property in the future; and

**WHEREAS**, an offer has been made to purchase the property, and the City of Greenville wishes to accept the offer of **SANTOS ALFREDO CRUZ** to purchase the property in the attached Exhibit "A," also known as **2108 HEMPHILL STREET, Account #R71151, for THREE THOUSAND SIX HUNDRED THIRTY DOLLARS AND 00/00 (\$3,630.00)**; and

**WHEREAS**, the funds received pursuant to this sale shall be distributed according to the Texas Property Tax Code.

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

**SECTION 1.** The sale of real property to **SANTOS ALFREDO CRUZ** for and in consideration of the cash sum of **for THREE THOUSAND SIX HUNDRED THIRTY DOLLARS AND 00/00 (\$3,630.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code is hereby approved.

**SECTION 2.** The City Manager is authorized to sign the Special Resale Deed on behalf of the City of Greenville.

**SECTION 3.** The City Council hereby authorizes the City Manager to waive all health and safety liens currently attached to the property.

**SECTION 4.** This Resolution shall be in full force and effect immediately upon its passage and approval.

**PASSED AND APPROVED** this the 11th day of December 2018.

---

David L. Dreiling, Mayor

**ATTEST:**

---

Carole V. Kuykendall, City Secretary

**APPROVED AS TO FORM:**

---

Daniel W. Ray, City Attorney

DRAFT

**EXHIBIT "A"**

Property Description:

TRACT 13: BEING LOT 6, BLOCK 123, ORIGINAL TOWN OF GREENVILLE, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 964, PAGE 632 AND SHERIFF'S DEED DOC#2009-14535 FILED NOVEMBER 9, 2009 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER **R71151**.

SITUS OR LOCATION PER HUNT CAD: 2108 HEMPHILL ST GREENVILLE, TX 75401

DRAFT

SPECIAL RESALE DEED

STATE OF TEXAS §  
COUNTY OF HUNT §

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.

KNOW ALL MEN BY THESE PRESENTS that THE CITY OF GREENVILLE, TRUSTEE, for itself GREENVILLE INDEPENDENT SCHOOL DISTRICT, HUNT COUNTY AND HUNT MEMORIAL HOSPITAL DISTRICT, hereinafter called GRANTORS, each acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of **THREE THOUSAND SIX HUNDRED THIRTY DOLLARS AND 00/00 (\$3,630.00)** and other good and valuable consideration, in hand paid by **SANTOS ALFREDO CRUZ**, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in **CAUSE NO. TAX18745 CITY OF GREENVILLE VS. LARRY TINSON**, said property being described as follows:

TRACT 13: BEING LOT 6, BLOCK 123, ORIGINAL TOWN OF GREENVILLE, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 964, PAGE 632 AND SHERIFF'S DEED DOC#2009-14535 FILED NOVEMBER 9, 2009 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER **R71151**.

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said

**SANTOS ALFREDO CRUZ**, Grantee, their heirs and assigns forever, so that neither THE CITY OF GREENVILLE, TRUSTEE, for itself GREENVILLE INDEPENDENT SCHOOL DISTRICT, HUNT COUNTY AND HUNT MEMORIAL HOSPITAL DISTRICT, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in "AS IS" condition and subject to any environmental conditions that might have or still exist on said property.



Taxes for the current year are assumed by Grantee.

IN TESTIMONY WHEREOF, THE CITY OF GREENVILLE, TRUSTEE, for itself GREENVILLE INDEPENDENT SCHOOL DISTRICT, HUNT COUNTY AND HUNT MEMORIAL HOSPITAL DISTRICT, Grantors, have caused the presents to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

CITY OF GREENVILLE

BY: \_\_\_\_\_  
CITY MANAGER

THE STATE OF TEXAS  
COUNTY OF HUNT

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, CITY MANAGER of the City of Greenville, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
NOTARY PUBLIC

GRANTEE'S MAILING ADDRESS:

**SANTOS ALFREDO CRUZ**  
1510 COLONEL DR  
GARLAND TX 75043

Return to:

Perdue, Brandon Law Firm  
P.O. Box 2007  
Tyler TX 75710-2007

PerdueBrandonFielderCollins&Mott LLP

ATTORNEYS AT LAW

P.O. BOX 2007  
TYLER, TX 75710  
TELEPHONE 903-597-7664  
FAX 903-597-6298  
[www.pbfcml.com](http://www.pbfcml.com)

Tab Beall  
ATTORNEY AT LAW

Alesha L. Buckner  
ATTORNEY AT LAW

Scott A. Severt  
ATTORNEY AT LAW

RESALE PROPERTY BID

I hereby submit my bid for the purchase of:

Property Account #: 71156 Address: 2107 Hemphill

Bid Amount: \$ 3240.<sup>00</sup>

PRINT NAME: Santos Alfredo Cruz

ADDRESS: 1510 Colonel Drive

CITY: Garland STATE: Tx ZIP: 75043

TELEPHONE: 469-688-8182 (903-855-7911, Realtor)

E-MAIL: jenni.fersherp@calpremiergroup.com

PURPOSE FOR PURCHASING PROPERTY:

Bm / d A House

Print name(s) to appear on deed if different than above:

DATE: 9/24/18 SIGNATURE: Santos Cruz

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

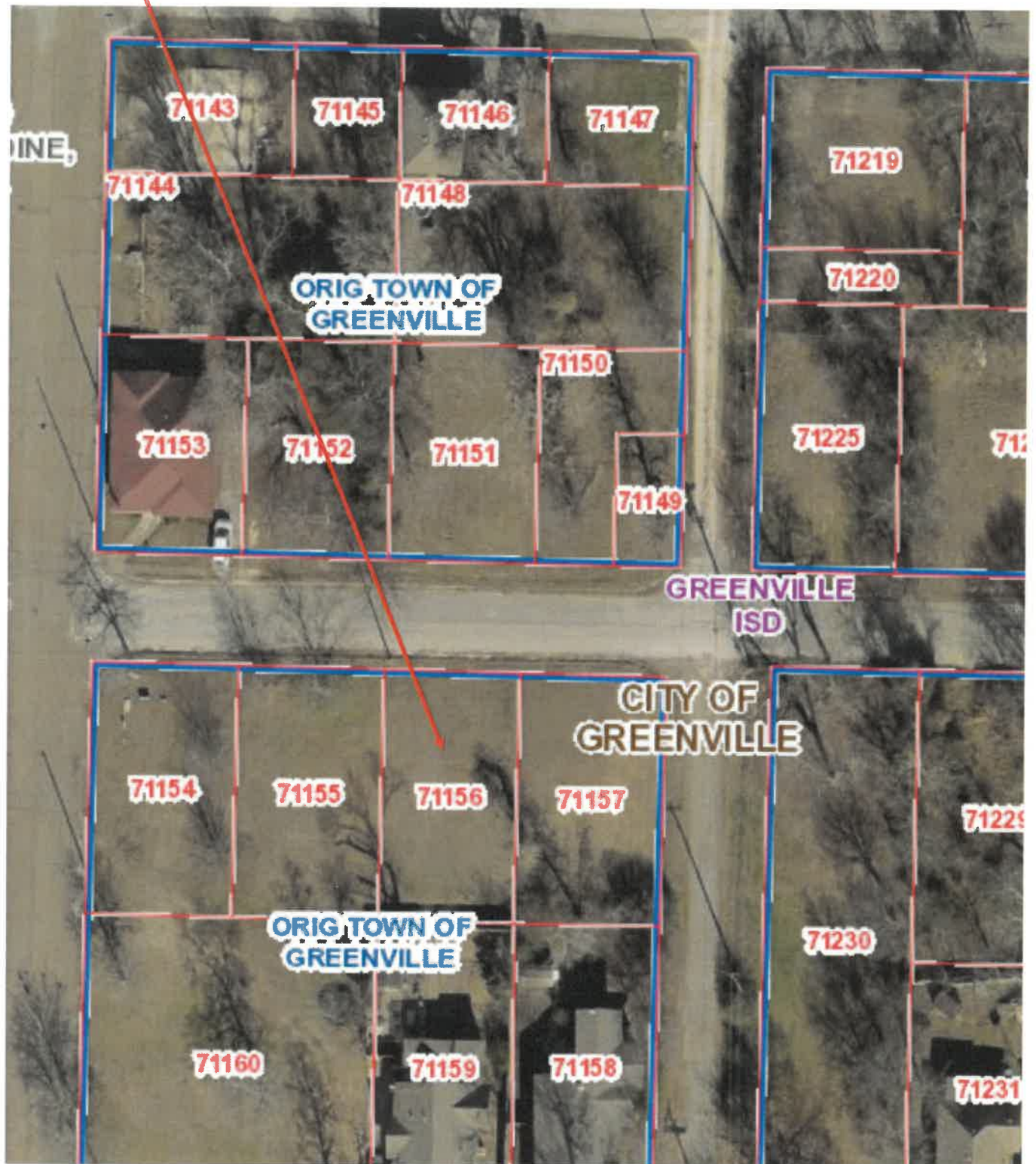
PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM/ HUNT RESALE  
PO BOX 2007  
TYLER TX 75710-2007

OR

E-MAIL TO: Stacy Fleming at [sfleming@pbfcml.com](mailto:sfleming@pbfcml.com)

AMARILLO ARLINGTON AUSTIN CONROE GARLAND HOUSTON  
LUBBOCK EDINBURG MIDLAND SAN ANTONIO TYLER WICHITA FALLS

# 2107 HEMPHILL



## BID ANALYSIS

Cause # TAX15129 GREENVILLE ISD VS. SADIE FINNEY

**Bid Amount: \$3,240.00**  
Minimum Bid at Sale: \$1,080.00  
Date Bid Submitted: 9/24/2018

Acct#: R71156  
Judgment Date: 9/20/1996  
Property Value at Judgment: \$1,080.00  
Property Value today: \$3,240.00  
Date of Sale: 1/7/1997

Bidders Name: SANTOS ALFREDO CRUZ

Bidders Address: 1510 COLONEL DR  
GARLAND TX 75043

Sale Deed Filed: 2/18/1997  
Redemption Expires: 2/18/1998

### PROPERTY DESCRIPTION

TRACT 1: BEING ALL THAT CERTAIN LOT 3 IN BLOCK 124 OF THE ORIGINAL TOWN OF GREENVILLE, HUNT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 558, PAGE 559 OF THE DEED RECORDS OF HUNT COUNTY TEXAS AND SHERIFF'S DEED VOLUME 0432, PAGE 208 FILED FEBRUARY 18, 1997 AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER **R71156**.

SITUS OR LOCATION PER HUNT CAD: 2107 HEMPHILL ST GREENVILLE, TX 75401

### JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	1990-1995	\$104.99
GREENVILLE ISD/CED	1990-1995	\$195.00
HUNT COUNTY	1991-1995	\$48.37
HUNT MEMORIAL HD	1991-1995	\$24.43

TOTAL: \$372.79

### COSTS

Publication Fee:	\$245.00 (Payable to Hunt County Treasurer)
Court Costs:	\$478.00 (Payable to Hunt County District Clerk)
Sheriff's Commission:	\$44.68 (Payable to the Hunt County Sheriff)
Deed Recording Fee:	\$38.25 (Payable to Hunt County Clerk)
Excess Proceeds:	\$2,050.15 (Payable to Hunt County District Clerk)

TOTAL: \$2,856.08

**PROPOSED TAX DISTRIBUTION**

Bid Amount: \$3,240.00      Costs: \$2,856.08  
Net to Distribute: \$383.92

ENTITY	AMOUNT TO DISBURSE – Sale Amounts
CITY OF GREENVILLE:	\$108.13
GREENVILLE ISD/CED:	\$200.82
HUNT COUNTY:	\$49.81
HUNT MEMORIAL HD:	\$25.16

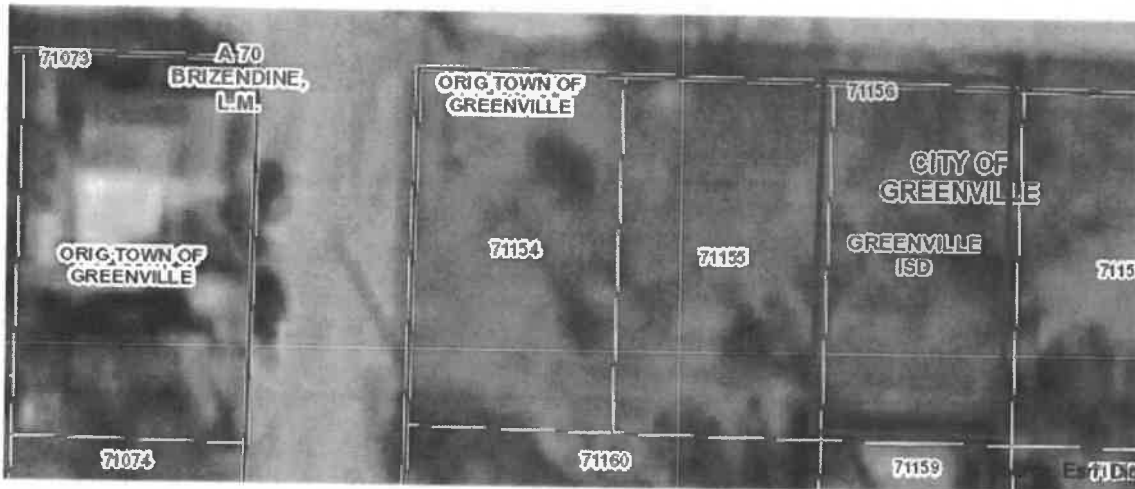
(These amounts are contingent on verification of cost)

**TOTAL: \$383.92**

Hunt CAD Property Search

Property ID: 71156 For Year 2018

Map



Property Details

Account

**Property ID:** 71156  
**Legal Description:** S4385 ORIG TOWN OF GREENVILLE BLK 124 LOT 3 ACRES .1062  
**Geographic ID:** 4385-1240-0030-41

Agent Code:

**Type:** Real

Location

**Address:** 2107 HEMPHILL ST GREENVILLE, TX 75401  
**Map ID:** 5A-4920  
**Neighborhood CD:** N4385SGR

Owner

**Owner ID:** 27384  
**Name:** GREENVILLE ISD  
**Mailing Address:** PO BOX 1022  
 GREENVILLE, TX 75403

**% Ownership:** 100.0%

**Exemptions:** EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere)  
 For privacy reasons not all exemptions are shown online.

**Property Values**

<b>Improvement Homesite Value:</b>	\$0
<b>Improvement Non-Homesite Value:</b>	\$0
<b>Land Homesite Value:</b>	\$3,240
<b>Land Non-Homesite Value:</b>	\$0
<b>Agricultural Market Valuation:</b>	\$0
<b>Market Value:</b>	\$3,240
<b>Ag Use Value:</b>	\$0
<b>Appraised Value:</b>	\$3,240
<b>Homestead Cap Loss: ☺</b>	\$0
<b>Assessed Value:</b>	\$3,240

**DISCLAIMER** Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

**Property Taxing Jurisdiction**

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	APPRAISAL DISTRICT	0.000000	\$3,240	\$0
CGR	GREENVILLE, CITY	0.652162	\$3,240	\$0
GHT	HUNT COUNTY	0.511899	\$3,240	\$0
HHO	HUNT MEMORIAL HD	0.235570	\$3,240	\$0
SGR	GREENVILLE ISD	1.298481	\$3,240	\$0

**Total Tax Rate: 2.698112**

**Property Improvement - Building**

**Description:** RESIDENTIAL **Type:** Residential **State Code:** AO19 **Living Area:** 1,404.00sqft  
**Value:** \$0

Type	Description	Class CD	Year Built	SQFT
CP	CARPORT	NEW		286.00
MA	MAIN AREA	NEW		1,404.00

**Property Land**

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RR	RESIDENTIAL, RURAL	0.1062	4,625.00	50.00	92.50	\$3,240	\$0

**Property Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$0	\$3,240	\$0	\$3,240	\$0	\$3,240
2017	\$0	\$1,620	\$0	\$1,620	\$0	\$1,620
2016	\$0	\$1,620	\$0	\$1,620	\$0	\$1,620
2015	\$0	\$1,430	\$0	\$1,430	\$0	\$1,430
2014	\$0	\$1,430	\$0	\$1,430	\$0	\$1,430
2013	\$0	\$1,430	\$0	\$1,430	\$0	\$1,430
2012	\$0	\$1,430	\$0	\$1,430	\$0	\$1,430
2011	\$0	\$1,430	\$0	\$1,430	\$0	\$1,430

**Property Deed History**

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
2/18/1997	SHER	SHERRIFF'S DEED	FINNEY O C *S	GREENVILLE ISD	432	208	

**DISCLAIMER**

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**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING THE OFFER TO PURCHASE PROPERTY AT 2107 HEMPHILL STREET AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Greenville has become an owner in trust of a certain tract of land described in the attached Exhibit "A" of certain real property by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **Cause No. TAX15129 GREENVILLE ISD VS. SADIE FINNEY**; and

**WHEREAS**, because the property described is not currently generating any taxes on the tax roll, it is desirable that the property be sold so that taxes may be collected against the property in the future; and

**WHEREAS**, an offer has been made to purchase the property, and the City of Greenville wishes to accept the offer of **SANTOS ALFREDO CRUZ** to purchase the property in the attached Exhibit "A," also known as **2107 HEMPHILL STREET, Account #R71156, for THREE THOUSAND TWO HUNDRED FORTY DOLLARS AND 00/00 (\$3,240.00)**; and

**WHEREAS**, the funds received pursuant to this sale shall be distributed according to the Texas Property Tax Code.

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

**SECTION 1.** The sale of real property to **SANTOS ALFREDO CRUZ** for and in consideration of the cash sum of **for THREE THOUSAND TWO HUNDRED FORTY DOLLARS AND 00/00 (\$3,240.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code is hereby approved.

**SECTION 2.** The City Manager is authorized to sign the Special Resale Deed on behalf of the City of Greenville.

**SECTION 3.** The City Council hereby authorizes the City Manager to waive all health and safety liens currently attached to the property.

**SECTION 4.** This Resolution shall be in full force and effect immediately upon its passage and approval.

**PASSED AND APPROVED** this the 11th day of December 2018.

---

David L. Dreiling, Mayor

**ATTEST:**

---

Carole V. Kuykendall, City Secretary

**APPROVED AS TO FORM:**

---

Daniel W. Ray, City Attorney

DRAFT

**EXHIBIT "A"**

Property Description:

TRACT 1: BEING ALL THAT CERTAIN LOT 3 IN BLOCK 124 OF THE ORIGINAL TOWN OF GREENVILLE, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 558, PAGE 559 OF THE DEED RECORDS OF HUNT COUNTY TEXAS AND SHERIFF'S DEED VOLUME 0432, PAGE 208 FILED FEBRUARY 18, 1997 AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER **R71156**.

SITUS OR LOCATION PER HUNT CAD: 2107 HEMPHILL ST GREENVILLE, TX 75401



**PERDUE BRANDON**  
**FIELDER COLLINS & MOTT LLP**  
 ATTORNEYS AT LAW

P.O. Box 2007  
 Tyler, Texas 75710  
 p: 903-597-7664  
 f: 903-597-6298  
 w: www.pbfc.com

**RESALE PROPERTY BID**

I hereby submit my bid for the purchase of:

Property Account #: 44356 Address: 4609 Hill Street

Bid Amount: \$ 6,550

PRINT NAME: Maria Reategui

ADDRESS: 1889 Helen Lane

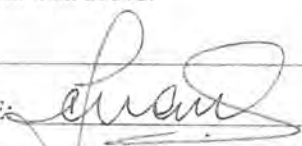
CITY: Lewisville STATE: Texas ZIP: 75067

TELEPHONE: 2143478360

E-MAIL: jtaesa@yahoo.com

PURPOSE FOR PURCHASING PROPERTY: Build a House

Print name(s) to appear on deed if different than above:

DATE: 10-07-2018 SIGNATURE: 

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM/ HUNT RESALE  
 PO BOX 2007  
 TYLER TX 75710-2007

OR

E-MAIL TO: Stacy Fleming at [stfleming@pbfc.com](mailto:stfleming@pbfc.com)

The information contained in this facsimile message is attorney privileged and confidential information; intended only for the use of the individual or agent responsible to deliver the facsimile message to the intended individual. You are hereby notified that any dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and dispose of the original message. Thank you for your assistance in this matter.

AMARILLO ARLINGTON AUSTIN CONROE EDINBURG GARLAND  
 HOUSTON LUBBOCK MIDLAND SAN ANTONIO TYLER WICHITA FALLS

4609 Hill Street



## BID ANALYSIS

Cause # TAX19366 CITY OF GREENVILLE VS. R C CLINTON

**Bid Amount: \$6,550.00**  
Minimum Bid at Sale: \$929.63  
Date Bid Submitted: 10/4/2018

Acct#: R44356  
Judgment Date: 12/18/2014  
Property Value at Judgment: \$3,130.00  
Property Value today: \$6,550.00  
Date of Sale: 6/2/2015

Bidders Name: MARIA REATEGUI

Bidders Address: 1889 HELEN LANE  
LEWISVILLE TX 75067

Sale Deed Filed: 6/19/2015  
Redemption Expires: 6/19/2016

### PROPERTY DESCRIPTION

TRACT 2: BEING LOT 5, BLOCK 6 IN THE EDMONDSON ADDITION, JESSIE GRIFFIN SURVEY, COMMONLY KNOWN AS 4609 HILL STREET, GREENVILLE, TEXAS, AS DESCRIBED IN CONTRACT OF SALE RECORDED IN VOLUME 851, PAGE 728, ON INSTRUMENT FILED JUNE 10, 1980 AND CONSTABLES DEED DOC# 2015-7283 FILED JUNE 19, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE GREENVILLE INDEPENDENT SCHOOL DISTRICT AND THE CITY OF GREENVILLE UNDER ACCOUNT NUMBER **R44356**

SITUS OR LOCATION PER HUNT CAD: 4609 HILL ST GREENVILLE, TX 75401

### JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	2013	\$32.29
GREENVILLE ISD	2013	\$54.53
HUNT COUNTY	2013	\$24.59
HUNT MEMORIAL HD	2013	\$10.39

TOTAL: \$121.80

### COSTS

Publication Fee: \$131.47 (Payable to Hunt County Treasurer)  
Court Costs: \$384.50 (Payable to Hunt County District Clerk)  
Constable's Fee: \$60.00 (Payable to the Hunt County Constable Pct. 1)  
Title Search Fee: \$75.00 (Payable to Perdue, Brandon Law Firm)  
Deed Recording Fee: \$38.50 (Payable to Hunt County Clerk)  
Excess Proceeds: \$3,426.00 (Payable to City of Greenville - Liens)  
Excess Proceeds: \$2,026.61 (Payable to Hunt County District Clerk)

TOTAL: \$6,142.08

**PROPOSED TAX DISTRIBUTION**

Bid Amount: \$6,550.00      Costs: \$6,142.08  
Net to Distribute: \$407.92

ENTITY	AMOUNT TO DISBURSE – NOVEMBER 2018
CITY OF GREENVILLE:	\$103.85
GREENVILLE ISD:	\$190.02
HUNT COUNTY:	\$79.11
HUNT MEMORIAL HD:	\$34.94

(These amounts are contingent on verification of cost)

**TOTAL: \$407.92**

## Property Details

<b>Account</b>	
<b>Property ID:</b>	44356
<b>Legal Description:</b>	S2850 EDMONDSON ADDITION BLK 6 LOT 5 ACRES .2314
<b>Geographic ID:</b>	2850-0060-0050-41
<b>Agent Code:</b>	
<b>Type:</b>	Real
<b>Location</b>	
<b>Address:</b>	4609 HILL ST GREENVILLE, TX 75401
<b>Map ID:</b>	5A-2850
<b>Neighborhood CD:</b>	NCGR24
<b>Owner</b>	
<b>Owner ID:</b>	303496
<b>Name:</b>	CITY OF GREENVILLE
<b>Mailing Address:</b>	PO BOX 1049 GREENVILLE, TX 75403
<b>% Ownership:</b>	100.0%
<b>Exemptions:</b>	EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere) For privacy reasons not all exemptions are shown online.



### Property Values

<b>Improvement Homesite Value:</b>	\$0
<b>Improvement Non-Homesite Value:</b>	\$0
<b>Land Homesite Value:</b>	\$0
<b>Land Non-Homesite Value:</b>	\$6,550
<b>Agricultural Market Valuation:</b>	\$0
<b>Market Value:</b>	\$6,550
<b>Ag Use Value:</b>	\$0
<b>Appraised Value:</b>	\$6,550
<b>Homestead Cap Loss: ⓘ</b>	\$0
<b>Assessed Value:</b>	\$6,550

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### Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	APPRAISAL DISTRICT	0.000000	\$6,550	\$0
CGR	GREENVILLE, CITY	0.652162	\$6,550	\$0
GHT	HUNT COUNTY	0.511899	\$6,550	\$0
HHO	HUNT MEMORIAL HD	0.235570	\$6,550	\$0
SGR	GREENVILLE ISD	1.298481	\$6,550	\$0

**Total Tax Rate:** 2.698112

### Property Improvement - Building

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING THE OFFER TO PURCHASE PROPERTY AT 4609 HILL STREET AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Greenville has become an owner in trust of a certain tract of land described in the attached Exhibit "A" of certain real property by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **Cause No. TAX19366 CITY OF GREENVILLE VS. R C CLINTON**; and

**WHEREAS**, because the property described is not currently generating any taxes on the tax roll, it is desirable that the property be sold so that taxes may be collected against the property in the future; and

**WHEREAS**, an offer has been made to purchase the property, and the City of Greenville wishes to accept the offer of **MARIA REATEGUI** to purchase the property in the attached Exhibit "A," also known as **4609 HILL STREET, Account #R44356, for SIX THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 00/00 (\$6,550.00)**; and

**WHEREAS**, the funds received pursuant to this sale shall be distributed according to the Texas Property Tax Code.

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

**SECTION 1.** The sale of real property to **MARIA REATEGUI** for and in consideration of the cash sum of **for SIX THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 00/00 (\$6,550.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code is hereby approved.

**SECTION 2.** The City Manager is authorized to sign the Special Resale Deed on behalf of the City of Greenville.

**SECTION 3.** The City Council hereby authorizes the City Manager to waive all health and safety liens currently attached to the property.

**SECTION 4.** This Resolution shall be in full force and effect immediately upon its passage and approval.

**PASSED AND APPROVED** this the 11<sup>th</sup> day of December 2018.

---

David L. Dreiling, Mayor

**ATTEST:**

---

Carole Kuykendall, City Secretary

**APPROVED AS TO FORM:**

---

Daniel W. Ray, City Attorney

DRAFT

**EXHIBIT "A"**

Property Description:

TRACT 2: BEING LOT 5, BLOCK 6 IN THE EDMONDSON ADDITION, JESSIE GRIFFIN SURVEY, COMMONLY KNOWN AS 4609 HILL STREET, GREENVILLE, TEXAS, AS DESCRIBED IN CONTRACT OF SALE RECORDED IN VOLUME 851, PAGE 728, ON INSTRUMENT FILED JUNE 10, 1980 AND CONSTABLES DEED DOC# 2015-7283 FILED JUNE 19, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE GREENVILLE INDEPENDENT SCHOOL DISTRICT AND THE CITY OF GREENVILLE UNDER ACCOUNT NUMBER **R44356**

SITUS OR LOCATION PER HUNT CAD: 4609 HILL ST GREENVILLE, TX 75401

DRAFT