

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 7, 2019
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY MAYOR DAVID PLYLER**
- A. 3. INVOCATION BY MAYOR DAVID PLYLER**
- A. 4. APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS) OF SEPTEMBER 10, 2019 AND THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 16, 2019**

Proclamations

- B. 1. PROCLAMATION**
"National Disability Employment Awareness Month" – October 2019
- B. 2. PROCLAMATION**
"Lions White Cane Day" – October 12, 2019

Citizen Requests

- C. 1. CITIZEN REQUESTS**

Public Hearing

- D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6251**
Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Sherman Project); and Approving the Issuance Thereof, the Notice of Sale Prepared in Connection with the Public Offering of the Bonds and the Facilities to be Constructed or Acquired by Such Authority
- D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6252**
Replacing the Legal Description of Industrial Reinvestment Zone, Number Nine (#9), City of Sherman, Texas, and Other Matters Relating Thereto
- D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6253**
Amending Section 6.11, Ordinance No. 2280, so as to Grant a Planned Development for Village Planned Development in the 2800-3200 blocks of South F.M. 1417 (Heritage Parkway), being 624.473 acres in the Elizabeth Jones Survey, Abstract No. 625 (The Munson Realty Co., Owners; Hoefer Wysocki, Architect; John Ruggieri, Representative; and Underwood Drafting and Surveying, Inc., Surveyor); Providing that this Planned Development shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6254

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Patio Homes in an R-1 (One Family Residential) District in the 3800-4000 blocks of Quail Run Road, being Lots 1-4, Block 1, Lots 1-4, Block 2, Lots 1-25, Block 3 and Lots 12-26, Block 5 of the proposed Heritage Farms Estates, a Replat of Lot 2, Block A, Country Ridge Estates, No 10 (Wyldeewood Homes, LLC, Owner; Tim Pike, Representative; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

D. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6255

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Duplex in an R-1 (One Family Residential) District/College Park Overlay District at 709 North Montgomery Street, being part of Lot 2, Block 3, Bond's 2nd Addition, containing 0.172 acres in the J.B. McAnair Survey, Abstract No. 763 (Zachary Divine, Owner; Austin Hoover, Prospective Buyer; and Preston Trail Land Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

D. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6256

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District in the 4700-4900 blocks of North Travis Street, being 3.081 acres in the Alexander & Richards Survey, Abstract No. 42 (Kohl Hitt, Owner; Young Enterprises, LP, Prospective Buyer; Daniel Worrell, Representative; and Helvey-Wagner Surveying, Surveyor)

D. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6257

Closing and Abandoning a Platted Alley located in Block 9 of the Mildred Heights Addition, Volume 191, Page 1, Deed Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, property being located in the City of Sherman, County of Grayson, State of Texas

D. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6258

Amending Chapter 3 of the Code of Ordinances, entitled "Building Regulations", Article 3.14, entitled "Permit, Development and Registration Fees", to add a New Section 3.14.009.01 to be entitled "Municipal Setting Designation Application Fee"

Close Public Hearing and Consider Adoption of Ordinances

D. 9. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6251, 6252, 6253, 6254, 6255, 6256, 6257 and 6258

D. 10. CONSENT AGENDA

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

Resolutions

E. 1. RESOLUTION NO. 6538

Authorizing Execution of a Special Warranty Deed with Habitat for Humanity of Grayson County for the Conveyance of City-Owned Real Property located at 204 North Harrison Avenue, being Lot Ten (10) and the South One-Half (1/2) of Lot Nine (9) in Block 33 of College Park Addition, an Addition to the City of Sherman, Texas, as shown by Plat of Record in Volume 183, Page 281, Deed Records, Grayson County, Texas

- E. 2. *** RESOLUTION NO. 6539**
Authorizing the Acceptance of Conveyance Documents from Artisan Development Company, Inc. for the Conveyance and Acquisition of 0.874 acres of Right of Way for Steeple Chase Drive, and 0.982 acres of adjacent property, totaling 1.856 acres of land, more or less, in the Elizabeth Jones Survey, Abstract No. 625, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, property being located in the City of Sherman, County of Grayson, State of Texas
- E. 3. *** RESOLUTION NO. 6540**
Authorizing Execution of an Encroachment Easement to Lazy L Enterprises for the Installation of a Twenty Foot Wide Paved Access Drive within the Platted Public Alley running North and South Adjacent to the Boyer and Lucas Addition, Volume 120, Page 94, DRGCT, for Rear Entry Purposes for Lot Numbers 8-11 of said Boyer and Lucas Addition in the City of Sherman, Grayson County, Texas, as shown in Exhibit "A", attached hereto and made a part hereof for all purposes
- E. 4. *** RESOLUTION NO. 6541**
Awarding a Bid to and Authorizing Execution of a Contract with Arco Contractors based on a Request for Proposals for Construction of an ADA Compliant Access Ramp Project at Lucy Kidd-Key Park/Auditorium
- E. 5. *** RESOLUTION NO. 6542**
Authorizing the Purchase of a New T800 Kenworth Roll Off for the Solid Waste Department from MHC Kenworth, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- E. 6. *** RESOLUTION NO. 6543**
Authorizing the Purchase of Self-Contained Breathing Apparatus for the Sherman Fire Department from Casco Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- E. 7. *** RESOLUTION NO. 6544**
Authorizing the Purchase of Personal Protective Equipment for the Sherman Fire Department from Casco Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- E. 8. *** RESOLUTION NO. 6545**
Authorizing the Purchase of a New T880 Kenworth Transfer Truck for the Solid Waste Department from MHC Kenworth, Inc. through Sourcewell
- E. 9. *** RESOLUTION NO. 6546**
Authorizing the Purchase of a New Caterpillar 305.5E CR Mini Excavator for the Stormwater Department from Holt Cat through Sourcewell
- E. 10. *** RESOLUTION NO. 6547**
Authorizing the Purchase on a New Caterpillar 299D CAB Skidsteer with MP Bucket Option and BP115C Broom Option for the Stormwater Department from Holt Cat through Sourcewell
- E. 11. *** RESOLUTION NO. 6548**
Authorizing the Purchase of a New Rover X Portable Camera System for the Stormwater Department from Green Equipment Company through the Houston-Galveston Area Council of Governments (H-GAC)

- E. 12. *** RESOLUTION NO. 6549**
Approving the Continued Receipt of Bingo Prize Fee Funds as Required by House Bill 914, 86th Texas Legislature (H.B. 914)

Requests to Advertise

- F. 1. *** REQUEST TO ADVERTISE**
Construction of the Munson Tract Wastewater Extension

Other Business

- G. 1. **OTHER BUSINESS**
Receive Presentation from Police Sergeant Brett Mullen on the Police Department's Annual Halloween Event, "Fright Fest"

- G. 2. *** OTHER BUSINESS**
Replat Approval of Underwood Addition, a Replat of Lots 8 & 9 of the Oaks of Norwood Addition, being 4.695 acres in the Fielding Bacon Survey, Abstract No. 120 and being all of Lots 8 and 9 of the Oaks of Norwood Addition; Our Leasing Company, LLC, Owners; and Underwood Drafting and Surveying, Surveyor (2201 and 2205 Norwood Street)

- G. 3. *** OTHER BUSINESS**
Repair and Rework the Dorchester 10 Trinity Well under an Emergency Designation

H. **MEDIA QUESTIONS**

Consider Board/Commission Appointments

- I. 1. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Sherman Airport Advisory Board (7)

J. **COUNCIL COMMENTS**

Executive Session

- K. 1. **EXECUTIVE SESSION**
In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), "The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the Open Meetings Law, Chapter 551, Government Code, Vernon's Texas Codes Annotated, in Accordance with the Authority Contained in the Following Sections:

Section 551.071	Consultation with City Attorney concerning Pending or Contemplated Litigation
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Section 551.071	Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter
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Section 551.074

Personnel Matters:

- (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions
 - (1) Sherman Economic Development Corporation Board of Directors (3)
 - (2) Sherman Economic Development Corporation Ex-Officio Member (1)
- (b) Deliberate the Evaluation of a Public Officer or Employee:
 - (1) Annual Performance Evaluation of the City Manager

Section 551.087

Deliberation Regarding Economic Development Negotiations:

- (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

L. 1. OPEN MEETING

Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

M. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on October 3, 2019 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 3rd day of October, 2019.
City of Sherman, Texas

City Clerk

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

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

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

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

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

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

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

Mayor

David Plyler

Deputy Mayor

Shawn C. Teamann

Council Members

Willie Steele, Council-At-Large, PL #1

Sandra Melton, Council-At-Large, PL #2

Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2

Pamela L. Howeth, Council – District #3

Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A. 4.

Meeting Date: 10/07/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING (HELD JOINTLY WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS) OF SEPTEMBER 10, 2019 AND THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 16, 2019

Attachments

September 10, 2019 - Joint Mtg w/SED CO

SED CO Program of Work

SED CO Budget

September 16, 2019

History Comes Alive

STATE OF TEXAS

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September 10, 2019

COUNTY OF GRAYSON

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BE IT REMEMBERED THAT A Joint Meeting of the Sherman City Council and the Sherman Economic Development Corporation was begun and held in the City Council Chambers on September 10, 2019.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Shawn Teamann.
Council Members Howeth, Melton, Steele, Stevenson.

COUNCIL MEMBERS ABSENT: Council Member Holland.

SEDCO MEMBERS PRESENT: Brad Douglass, Janie Bates, Gail Utter, Scott Bandemir, Tom Shields, David Plyler (Ex-Officio), Robby Hefton (Ex-Officio), Willie Steele (Ex-Officio), Shawn Teamann (Ex-Officio).

SEDCO MEMBERS ABSENT: Dr. David Hicks (Ex-Officio).

CITY STAFF PRESENT: Robby Hefton, City Manager; Steve Ayers, Assistant City Manager; Terrence Steele, Assistant City Manager; Brandon Shelby, City Attorney; Clint Philpott, Director of Engineering; Scott Shadden, Director of Development Services; Mary Lawrence, Director of Finance; Tammy Davis, Controller; Nate Strauch, Community & Support Services Manager; Junior Jaimes, Computer Support Technician; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

SEDCO STAFF PRESENT: Kent Sharp, President; Stacey Jones, Executive Vice President; Ashton Ghaemi, Director of Research & Marketing; Dondra Kendall, Administrative Assistant.

PURPOSE: **Call to Order, Quorum Determined, Meeting Declared Open, Recognition of Guests and Visitors**

Invocation by Council Member Sandra Melton

SEDCO WORK PROGRAM 2018-2019

SEDCO's Presentation of the 2018-2019 Work Program Results

SEDCO WORK PROGRAM 2019-2020

SEDCO's Presentation of the 2019-2020 Work Program

SEDCO WORK PROGRAM 2019-2020

SEDCO Board to Discuss and Consider Approval of the SEDCO Work Program 2019-2020

SEDCO WORK PROGRAM 2019-2020

City Council to Discuss and Consider Approval of the SEDCO Work Program 2019-2020

SEDCO BUDGET 2019-2020

SEDCO's Presentation of the SEDCO Budget 2019-2020

COUNCIL MINUTES -- SEPTEMBER 10, 2019

SEDCO BUDGET 2019-2020

**SEDCO Board to Discuss and Consider Approval of the 2019-2020
SEDCO Budget**

SEDCO BUDGET 2019-2020

**City Council to Discuss and Consider Approval of the 2019-2020
SEDCO Budget**

OTHER BUSINESS

ADJOURNMENT

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN, RECOGNITION OF GUESTS AND VISITORS

Mayor Plyler called the meeting to order at 12:07 p.m., declared a quorum present, and opened the City Council Meeting. Brad Douglass, Sherman Economic Development Corporation Chairman, called the SEDCO Meeting to order.

INVOCATION BY COUNCIL MEMBER SANDRA MELTON

Council Member Sandra Melton gave the invocation.

SEDCO WORK PROGRAM 2018-2019

SEDCO'S PRESENTATION OF THE 2018-2019 WORK PROGRAM RESULTS

Kent Sharp, SEDCO President, introduced their staff, Stacey Jones, Executive Vice President; Ashton Ghaemi, Director of Research and Marketing; and Dondra Kendall, Administrative Assistant. In presenting the results from the 2018-2019 Work Program, he outlined their goals to promote capital investment and jobs in Sherman.

The first goal is to retain and expand existing primary employers. This year SEDCO completed performance agreements with GlobiTech, J.P. Hart Lumber, and Presco. These projects represented \$28 million in capital investment, 73 new jobs, 190 retained jobs, and SEDCO incentives were \$1.6 million.

New performance agreements with existing industries were approved with Tyson Foods, Inc. and Modular Power Solutions. These two companies are investing \$40 million and have retained 1,853 jobs, for \$2 million in SEDCO incentives.

During the last year, SEDCO had 38 business retention and expansion visits, held five Plant Manager's Forums, held five Safety Leaders Forums, held 10 Manufacturing-HR Focus Group meetings, and held a Finisar Health Fair. As a newer employee, Mr. Sharp said he was really impressed with SEDCO's efforts to keep the existing industries engaged.

SEDCO has also revamped the website, ShermanTXJobs.com, a place where people can go and see what jobs are available at Sherman industries. They also produced three existing industry marketing videos for 903 Brewers, Mueller Construction Company, and Christmas Designers.

The second goal is to recruit targeted primary employers and allies. SEDCO entered new performance agreements with Emerson and Vanessa, and Eternity Technologies. These two companies expect to invest \$8.6 million, with 101 new jobs. SEDCO incentives will be \$465,000, when completed.

COUNCIL MINUTES -- SEPTEMBER 10, 2019

Mr. Sharp said in total this year, SEDCO has worked 36 projects with an estimated \$2.2 billion in capital expenditures, and approximately 10,181 new jobs; have hosted nine site visits; and attended several expos and forums, including the Industrial Asset Management Conference Spring and Fall Professional Forums and Team Texas Chicago Road Show.

SEDCO's third goal is to support workforce development and employment programs. They have instigated two "grow your own labor" programs with the Advanced Manufacturing Program and the Industrial Maintenance Technician Program. Currently there are 92 students, sophomores through seniors, enrolled in the AMP, and 13 enrolled in the IMT program.

Some participants in the IMT program are adult employees that an industry would like to see "upskilled" for their company. Twenty AMP students received their first year certificates and there were four graduates in the IMT program. SEDCO has also sponsored 10 teachers, counselors and administrators in the Business Education for Teachers program.

Council Member Melton asked if SEDCO was hearing from prospects that Sherman has a lack of workforce. Mr. Sharp said they ask every town that question. Sherman does have a low unemployment rate, below 4%. But they are pro-actively addressing that issue by engaging partners in Workforce Solutions, the colleges, the high school, through the AMP program, and through the IMT program, to educate and encourage a future workforce.

Council Member Steele asked how many of the AMP participants are actually placed in industry jobs. Ms. Jones said there are 13 students scheduled to graduate this year, but they have not had any graduates yet. The participants start as sophomores and continue through their senior year. They will be tracked to determine the success of the program. She added that one student participant in the AMP program actually worked at Finisar this summer on an internship.

SEDCO also participated in the Sherman Independent School District Partners Fair, two career fairs, and a student workforce development video.

Two companies from Sherman also received the "Small Business of the Year" award (Presco), and the "Large Business of the Year" award (Eaton), from the Texas Workforce Commission.

The fourth goal is to manage, market, and expand SEDCO real estate to attract commercial real estate investments. Mr. Sharp said an additional 57 acres was purchased in Progress Park, they worked with the City to get a new 12" sewer line installed for the FedEx expansion, are working with the City to get Progress Drive extended to Flanary Road, and are working to have some conceptual track layouts completed by a private engineering firm.

They have also updated the ShermanSites.com website and updated the available sites video to help with marketing available properties. These are offered as a free service to all local realtors for commercial listings. Mr. Sharp said the aerial maps are updated every couple of years.

The fifth goal is to raise the profile of SEDCO and Sherman in local, regional, state, national, and international markets. He listed activities that helped promote SEDCO and said they received the Texas Economic Development Council's 2018 Economic Excellence Recognition.

SEDCO WORK PROGRAM 2019-2020

SEDCO'S PRESENTATION OF THE 2019-2020 WORK PROGRAM

Mr. Sharp presented the Work Program for 2019-2020. The goals are the same but there are some new actions to reach the goals. Additional improvements are planned for Progress Park and they continue to explore options about constructing a building on some of SEDCO's existing property.

COUNCIL MINUTES -- SEPTEMBER 10, 2019

They also plan to increase participation in both the AMP and IMT programs. He discussed the development of an entrepreneurship program competition, which would inject cash flow into the startup of a young company. Mr. Sharp hoped to engage more community partners and get them involved with SEDCO supported programs.

SEDCO WORK PROGRAM 2019-2020

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2019-2020

Council Member Stevenson asked about the workforce development program, adding that it takes a long time to build a workforce. He asked if SEDCO was increasing the funding for this workforce development, and what were the barriers in keeping the workforce from growing organically.

Janie Bates, SEDCO Board Member, said when there are a lot of jobs, people don't feel they need the training. What SEDCO is trying to do is get the high school students and start with training, so when they graduate they will have a chance at a better job. The employers that are participating in the training are very willing to hire them. All participants are guaranteed an interview, not a job, but an interview. Companies are offering scholarships and other opportunities for these students to get a degree and continue up the career ladder.

She said the workforce is increasing every month, but their job is to educate the Sherman youth and their parents. One of the biggest barriers now, is that all parents think their child should have a four year degree. What they are trying to show is that a child doesn't have to have a four year degree to make a good living. Also, if a parent doesn't have money for college, this is a great opportunity for the student to get a free education. Ms. Bates said Sherman and Denison Youth Development has agreed to pay tuition for kids at their schools, and there is a private foundation grant to help kids in Pottsboro and Whitesboro.

Council Member Stevenson asked what the City Council can do to help facilitate the program. Ms. Bates said they can "talk it up" to the parents and kids. They can be a mouthpiece for the program. Mr. Sharp emphasized that the kids in the AMP program are getting \$5,000 worth of training when they go through all three years of the program.

Council Member Howeth asked if they attended college night activities at local high schools and if the salaries are low in Sherman. Ms. Bates said they did attend college nights. She added that salaries in Sherman have increased over the last couple of years.

Council Member Stevenson asked where the budget showed the money that was being invested in the workforce. Robby Hefton, City Manager, said SEDCO's part in this is through the industrial side, working with the SISD and Grayson College, and through the AMP program, to prepare the potential workforce that is already here. They can't do commercial or retail development.

In the last few years the City has tried to focus on development, especially residential development, that would enlarge the workforce. Growing the amenities to encourage workers to live in Sherman will also increase the workforce.

Ms. Bates said the lack of workforce is a problem throughout Texas. However, Sherman has a more skilled workforce than most areas. There is a loyalty in Sherman, people have roots here and want to stay here. But, when the economy is good people don't want to be trained, when the economy is bad, they want to be trained. She felt it was important to educate local kids about what jobs are in Sherman.

Mr. Sharp said Sherman has lost companies from the perception that there is a lack of workforce. Economic development is not just about job creation, it's about good job creation and planning for

COUNCIL MINUTES -- SEPTEMBER 10, 2019

jobs. Council Member Stevenson said that speaks to what type of housing and amenities Sherman needs to have to entice workers to remain here or move here. Council Member Howeth said kids want something to do, they want amenities.

Mr. Sharp said they are also using social media to target certain areas to entice people to move to Sherman for jobs. Council Member Steele said SEDCO pays for jobs created, and asked if they could pay more if the employee lives in Sherman. Maybe pay a bonus for living and working in Sherman. Mr. Sharp said an incentive could be included, but he said this is the age of a "mobile workforce." He said the driving influence for employees with families is the school district.

Mayor Plyler asked for a vote on SEDCO's Work Program for 2019-2020.

ACTION TAKEN.

Motion by Council Member Howeth to approve the SEDCO Work Program for FY 2019-2020, as presented. Second by Council Member Stevenson.

VOTING AYE: Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

SEDCO WORK PROGRAM 2019-2020

SEDCO BOARD TO DISCUSS AND CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2019-2020

Mr. Douglass asked for a vote on SEDCO's Work Program for 2019-2020.

ACTION TAKEN.

Motion by SEDCO Board Member Bates to approve the SEDCO Work Program for FY 2019-2020, as presented. Second by SEDCO Board Member Utter.

VOTING AYE: Douglass, Shields, Bates, Utter, Bandemir.

VOTING NAY: None.

MOTION CARRIED.

SEDCO BUDGET 2019-2020

SEDCO'S PRESENTATION OF THE SEDCO BUDGET 2019-2020

Mr. Sharp presented a summary of SEDCO's Budget for 2019-2020. He said he changed the format so it will look different than it has in the past. The budget includes \$4.2 million in proposed revenues for next year and they estimated a "flat" sales tax. They are also proposing expenses of \$5.57 million, which results in a deficit budget of \$1,349,746. The fund balance, at this time next year, is expected to be approximately \$10,397,481.

Mr. Sharp said in working with City staff, there were questions about the budget and SEDCO got "more in line" with the City on accounts. Tammy Davis, Controller, met with SEDCO staff to better explain what was included in various line items, resulting in a realignment of some of these line items.

SEDCO BUDGET 2019-2020

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE 2019-2020 SEDCO BUDGET

Deputy Mayor Teamann asked Mr. Sharp to explain why the capital expense approved versus the capital expense actual is so different. He verified that some items were removed from the capital expense budget line item. It was \$3.5 million off of what was approved versus what was actual.

Mr. Sharp said \$2.6 million of that was land and new investments, which was moved, and the variance between that and general improvements caused a majority of that amount. They actually

COUNCIL MINUTES – SEPTEMBER 10, 2019

only spent \$462,000 for land, this year. They budgeted \$1,645,000 in general improvements and spent \$290,000. He said those were the two biggest variances.

Mayor Plyler asked for a vote on SEDCO's Budget for 2019-2020.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the SEDCO Budget for FY 2019-2020, as presented. Second by Council Member Howeth.

VOTING AYE: Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

SEDCO BUDGET 2019-2020

SEDCO BOARD TO DISCUSS AND CONSIDER APPROVAL OF THE 2019-2020 SEDCO BUDGET

Mr. Douglass asked for a vote on SEDCO's Budget for 2019-2020.

ACTION TAKEN.

Motion by SEDCO Board Member Bandemir to approve the SEDCO Budget for FY 2019-2020, as presented. Second by SEDCO Board Member Utter.

VOTING AYE: Douglass, Shields, Bates, Utter, Bandemir.

VOTING NAY: None.

MOTION CARRIED.

Mr. Sharp said it appears that he hasn't proposed a budget for land or new investment, but because that number can be really high or really low, he doesn't include a line item or "zeros it out." When there is an opportunity to purchase land or build a building, it goes to the Board for approval. It is not included in the budget to start with.

OTHER BUSINESS

There was no other business to come before the City Council or SEDCO.

ADJOURNMENT

There being no further business to come before the City Council or the Sherman Economic Development Corporation, motion was duly made and approved to adjourn the Joint Meeting at 1:00 p.m.

MAYOR

ATTEST

CITY CLERK

ANNUAL JOINT MEETING

September 10, 2019

Sherman
CLASSIC TOWN. BROAD HORIZON.





SHERMAN
ECONOMIC DEVELOPMENT CORPORATION

Program of Work 2018-2019 Results

Goals to promote capital investment and jobs:

- A. Retain and expand existing primary employers**
- B. Recruit targeted primary employers and allies
- C. Support workforce development and employment programs
- D. Manage, market and expand SEDCO real estate to attract commercial real estate investments
- E. Raise the profile of SEDCO and Sherman in local, regional, state, national and international markets

- **Completed BRE Projects**
 - Capex - \$28,377,539
 - Jobs – 73 new, 190 retained
 - Incentives - \$1,622,999



- **New BRE Performance Agreements**
 - Capex - \$40,200,000
 - Jobs – 1,853 retained
 - Incentives - \$2,010,000



Tyson Foods, Inc.



modular
power solutions

- 38 Business Retention & Expansion (BRE) visits
- 5 Plant Manager's Forums
- 5 Sherman Safety Leaders Forums
- 10 Manufacturing – HR Focus Group meetings
- Finisar Health Fair



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Sherman, Texas

Sherman industries are hiring and offering competitive wages and benefits. They are looking for hardworking, dedicated individuals with a variety of skills. Everything from entry-level to management positions are available in production, customer service, technology, and logistics. With this variety of opportunities, there is sure to be a great fit for you.

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**Larry Hutchings - Progress...**



**Don Denges - Presco in Sh...**



**Angie Jones - Tyson Food...**



- 3 Existing Industry Marketing Videos
 - 903 Brewers
 - Mueller Construction Company
 - Christmas Designers



Goals to promote capital investment and jobs:

- A. Retain and expand existing primary employers
- B. Recruit targeted primary employers and allies**
- C. Support workforce development and employment programs
- D. Manage, market and expand SEDCO real estate to attract commercial real estate investments
- E. Raise the profile of SEDCO and Sherman in local, regional, state, national and international markets

- New Agreements
 - Capex - \$8,600,000
 - Jobs – 101 new
 - Incentives - \$465,000



- Worked 36 projects
 - Est. \$2.2 billion capex
 - Approx. 10,181 new jobs
- Hosted 9 site visits
- NTCAR Expo
- Dallas Regional Chamber's Networking Event for the Site Selectors Guild
- IAMC Spring & Fall Professional Forums
- WESTEC
- IFT19
- Team Texas Chicago Road Show



Goals to promote capital investment and jobs:

- A. Retain and expand existing primary employers
- B. Recruit targeted primary employers and allies
- C. Support workforce development and employment programs**
- D. Manage, market and expand SEDCO real estate to attract commercial real estate investments
- E. Raise the profile of SEDCO and Sherman in local, regional, state, national and international markets

- Current Enrollment:
 - AMP – 92
 - IMT - 13
- Sponsored 10 teachers, counselors & admin in BET
- Skills Development Grant Check Signing
- W. B. Munson Foundation Grant Check Signing
- 20 AMP Students received MFG Certificates
- 4 Sherman IMT Graduates



IMT Graduation

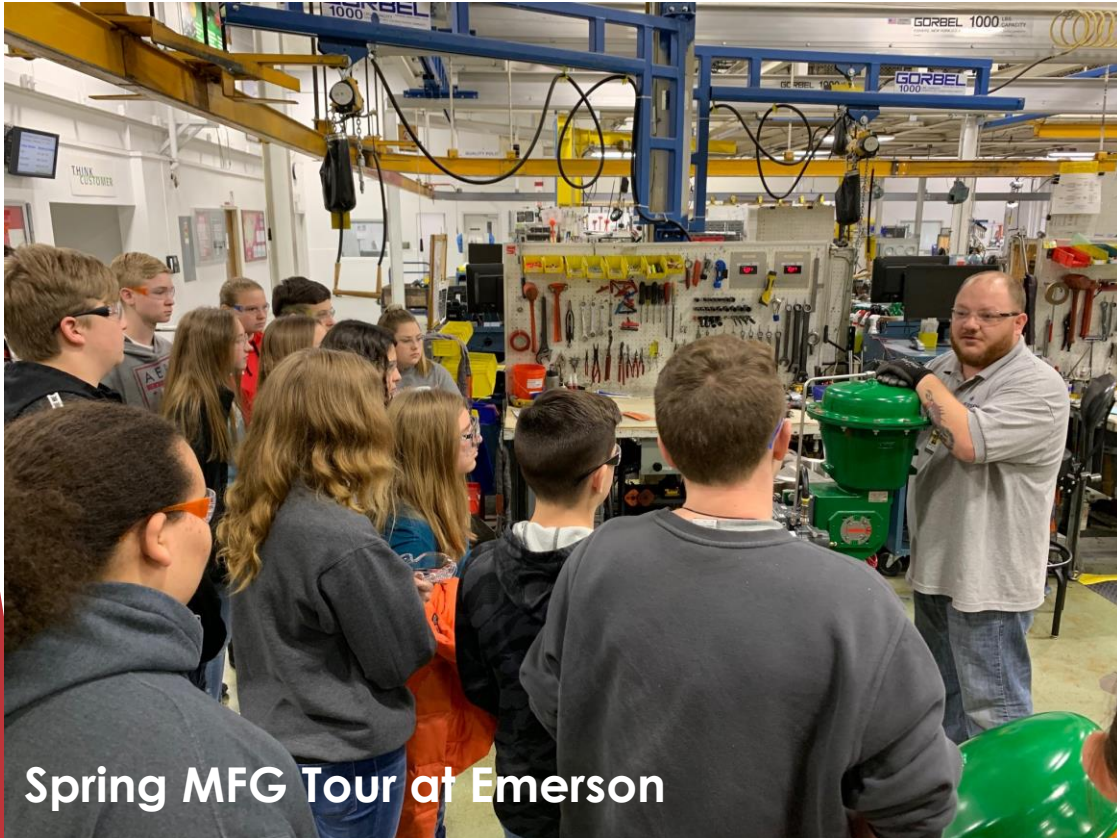


TWC High Demand Job Training Grant Check Signing



W. B. Munson Foundation Grant Check Signing

- Careers in Texas Industries Event -WST
- Spring MFG Tours
- Governor's Internship Grant
- AMP and IMT Student-Mentor Program
- 1st Annual Texas Career Signing Day
- AMP Scholarship Qualification
- Presented AMP to the Noon Lions Club



- SISD Partners Fair
- TWC Employer of the Year Awards Ceremony
- 2 Career Fairs - 709 job seekers
- Student workforce development video
- Swap It Up



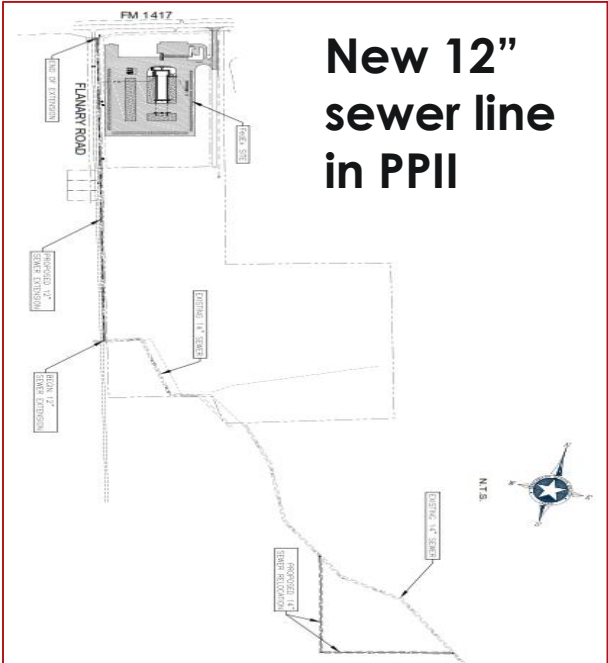
Goals to promote capital investment and jobs:

- A. Retain and expand existing primary employers
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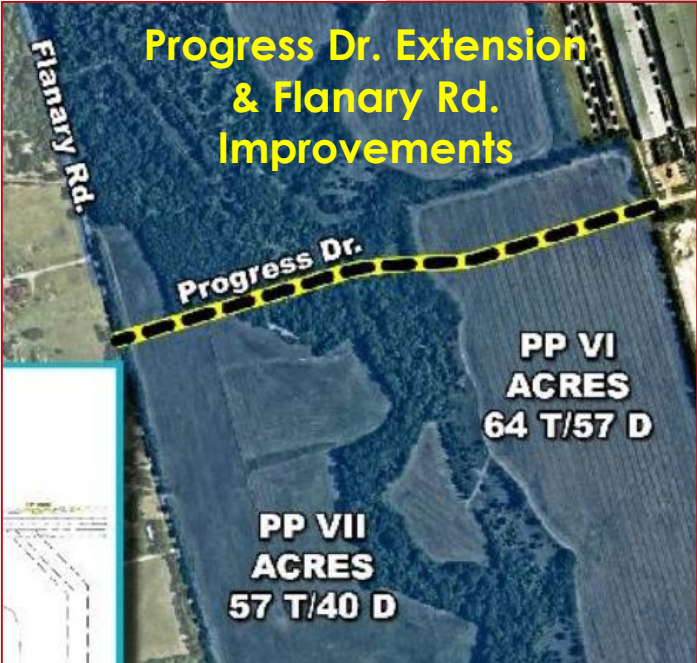
Purchased 57.3 acres for PPVII



New 12”
sewer line
in PPII



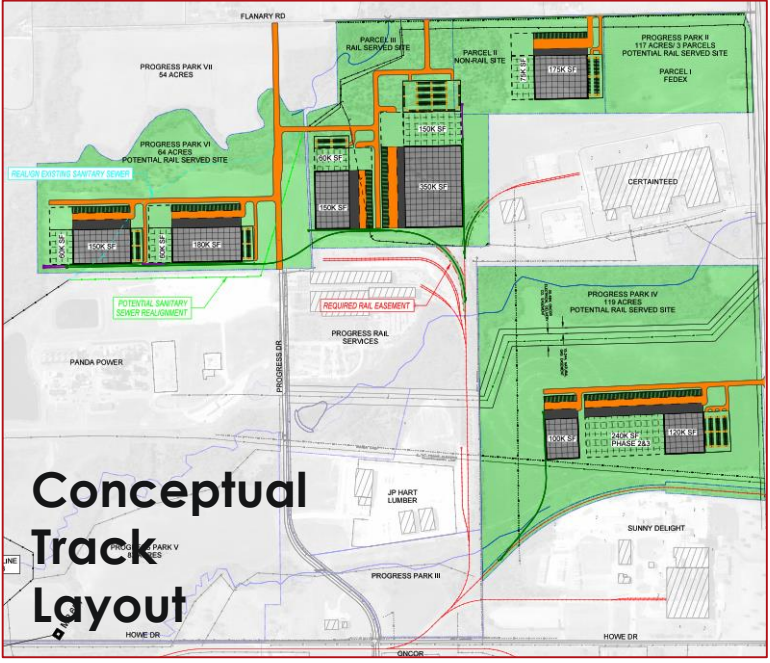
Progress Dr. Extension
& Flannery Rd.
Improvements



Northgate Dr.



Conceptual
Track
Layout



Sherman Economic Development Corporation

PROPERTY SEARCH OUR COMMUNITY

Location: All Properties Size Sale / Lease All Types More Filters

Property Results
20 total Properties

Sort By: Featured Descending PDF Print

Progress Park V
Address: US 75, Exit 56; Progress Drive; H...
City: Sherman
County: Grayson County
Zip Code: 75092
Min Size: 83 Acres
Max Size: 83 Acres
View Details

Progress Park VII
Address: US 75, Exit 56; FM 1417
City: Sherman
County: Grayson County
Zip Code: 75092
Min Size: 57 Acres
Max Size: 57 Acres
View Details

Progress Park III
Address: US 75, Exit 56; Progress Drive; H...
City: Sherman
County: Grayson County
Zip Code: 75092
Min Size: 22 Acres
Max Size: 22 Acres
View Details

Progress Park VI
Address: US 75, Exit 56; FM 1417
City: Sherman
County: Grayson County

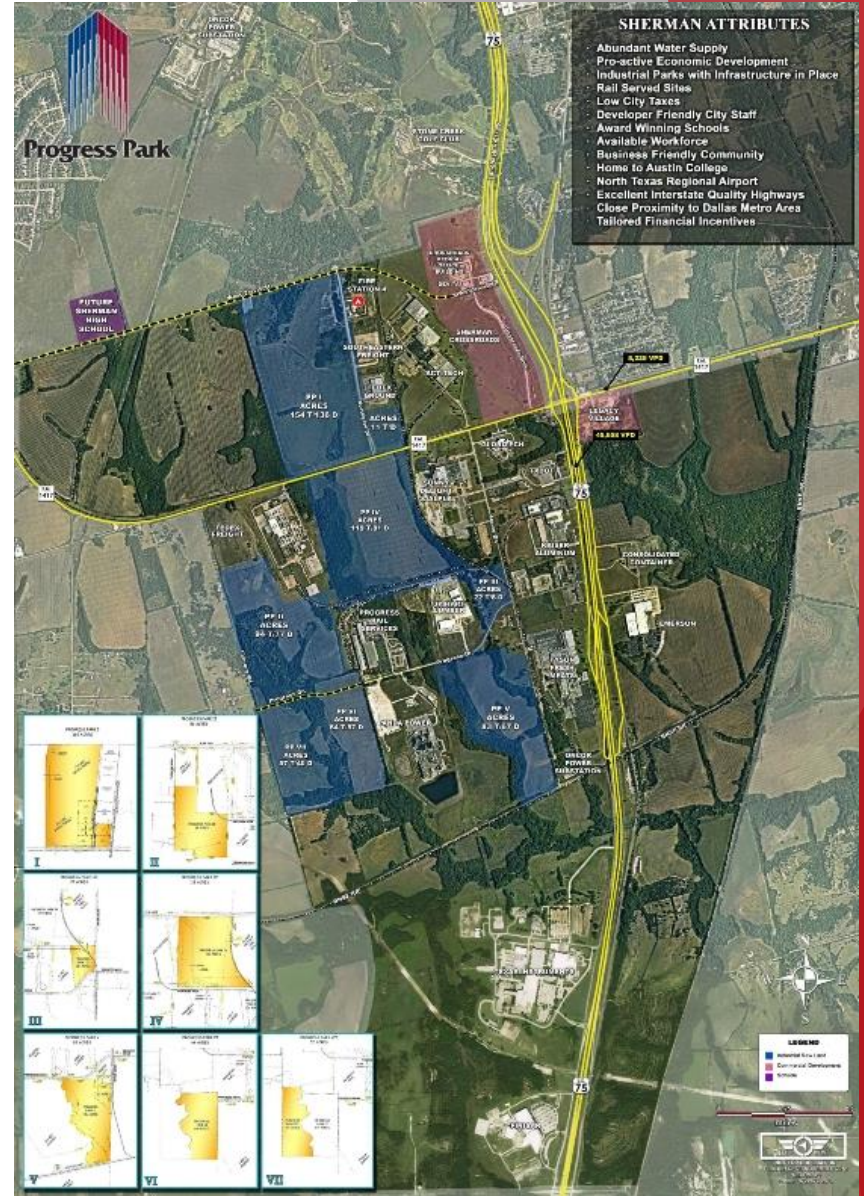
Progress Park I
Address: US 75, Exit 56; FM 1417
City: Sherman
County: Grayson County

Progress Park II
Address: US 75, Exit 56; FM 1417
City: Sherman
County: Grayson County

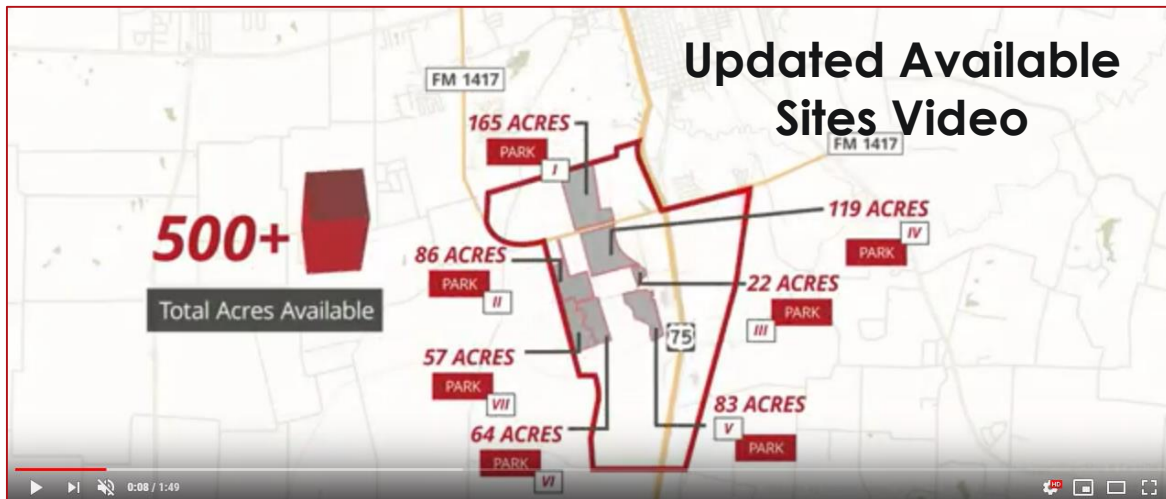
Map Layers Map Hybrid

MAP TOOLS: Pinpoint Filter Area Filter Radius Export

Updated ShermanSites.com



Updated Aerial Map



Goals to promote capital investment and jobs:

- A. Retain and expand existing primary employers
- B. Recruit targeted primary employers and allies
- C. Support workforce development and employment programs
- D. Manage, market and expand SEDCO real estate to attract commercial real estate investments
- E. Raise the profile of SEDCO and Sherman in local, regional, state, national and international markets**

- 3 Quarterly Reports
- 3 Leadership Breakfasts
- TEDC 2018 Economic Excellence Recognition
- Economic Development Workshop
- IEDC & TEDC Conferences
- Social Media Platforms (FB, Instagram, etc.)
- New Giveaways





SHERMAN
ECONOMIC DEVELOPMENT CORPORATION

Program of Work 2019-2020

Goals to promote capital investment and jobs:

- A. Retain and expand existing primary employers
- B. Recruit targeted primary employers and allies
- C. Support workforce development and employment programs
- D. Manage, market and expand SEDCO real estate to attract commercial real estate investments
- E. Raise the profile of SEDCO and Sherman in local, regional, state, national, and international markets

New Actions for 2019-2020

- Progress Park improvements
- Exploring options to build on existing land
- Increase AMP & IMT participation
- Develop entrepreneurship program
- Engage community partners on SEDCO supported programs



SHERMAN
ECONOMIC DEVELOPMENT CORPORATION

Proposed Budget FY 2019-2020

SUMMARY		ACTUAL	APPROVED	ACTUAL FY19	PROPOSED	VARIANCE PROPOSED TO APPROVED FY18	PROPOSED	FY20 VARIANCE TO APPROVED FY19
Revenues		FY2018	FY2019	THRU 2/19	REVISED FY19		FY2020	
Sales Tax 4A - SEDCO		\$ -	\$ 4,055,000	\$ 2,067,140	\$ 4,134,279	\$ 79,279	\$ 4,055,000	\$ -
Interest Earned		\$ -	\$ 167,444	\$ 119,409	\$ 238,817	\$ 71,373	\$ 167,444	\$ -
Miscellaneous Revenue		\$ -	\$ -	\$ 52	\$ 104	\$ 104	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -		\$ -
TOTAL REVENUES		\$ -	\$ 4,222,444	\$ 2,186,600	\$ 4,373,201	\$ 150,757	\$ 4,222,444	\$ -
								\$ -
Expenses								\$ -
Personnel Expenses TOTAL	81000	\$ 389,899	\$ 377,978	\$ 154,646	\$ 357,971	\$ (20,007)	\$ 434,033	\$ 56,055
Supplies TOTAL	82000	\$ 10,641	\$ 16,400	\$ 5,435	\$ 10,088	\$ (6,312)	\$ 19,850	\$ 3,450
Maintenance and Repairs TOTAL	83000	\$ 19,501	\$ 14,500	\$ 3,052	\$ 3,052	\$ (11,448)	\$ 7,500	\$ (7,000)
Utilities and Communications TOTAL	84000	\$ 10,207	\$ 10,500	\$ 4,218	\$ 8,500	\$ (2,000)	\$ 13,259	\$ 2,759
Contractual or Sundry Services TOTAL	85000	\$ 1,296,419	\$ 2,444,208	\$ 1,580,320	\$ 2,686,416	\$ 242,208	\$ 2,896,397	\$ 452,189
Debt Service TOTAL	86000	\$ 393,695	\$ 713,733	\$ 356,867	\$ 713,733	\$ -	\$ 651,151	\$ (62,582)
Capital Expenses TOTAL	88000	\$ 864,812	\$ 4,245,000	\$ 621,264	\$ 753,391	\$ (3,491,609)	\$ 1,550,000	\$ (2,695,000)
						\$ -		\$ -
TOTAL EXPENSES		\$ 2,985,174	\$ 7,822,319	\$ 2,725,802	\$ 4,533,151	\$ (3,289,168)	\$ 5,572,190	\$ (2,250,129)
NET INCOME (LOSS)		\$ (2,985,174)	\$ (3,599,875)	\$ (539,202)	\$ (159,951)	\$ 3,439,924	\$ (1,349,746)	Surplus or (Deficit) Amount
CASH & INVESTMENTS ENDING BALANCE		\$ 11,747,227	\$ 8,147,352	\$ 11,208,025	\$ 11,587,276		\$ 10,397,481	

ACCOUNT	ACTUAL	APPROVED	ACTUAL FY19	PROPOSED	VARIANCE PROPOSED TO	PROPOSED	FY20 VARIANCE TO	
850-9850-	FY2018	FY2019	THRU 3/2019	REVISED FY19	APPROVED FY19	FY2020	APPROVED FY19	Notes: + variance in revenue is good; - variance in expense is good
REVENUES								
Business Services								
Sales Tax 4A - SEDCO	60204	\$ 4,055,000	\$ 2,067,140	\$ 4,134,279	\$ 79,279	\$ 4,055,000	\$ -	
Interest Earned	66001	\$ 167,444	\$ 119,409	\$ 238,817	\$ 71,373	\$ 167,444	\$ -	
Miscellaneous Revenue	68010		\$ 52	\$ 104	\$ 104	\$ -	\$ -	
TOTAL REVENUES (TR)		\$ -	\$ 4,222,444	\$ 2,186,600	\$ 4,373,201	\$ 150,757	\$ 4,222,444	\$ -
EXPENDITURES							\$ -	
Salaries	81001						\$ -	
Salaries TOTAL	81001	\$ 239,686	\$ 272,700	\$ 107,335	\$ 260,100	\$ (12,600)	\$ 319,883	\$ 47,183
Social Security/Medicare	81003						\$ -	
Social Security/Medicare TOTAL	81003	\$ 18,213	\$ 19,965	\$ 8,272	\$ 16,544	\$ (3,421)	\$ 20,000	\$ 35
Group Insurance	81004						\$ -	
Group Insurance TOTAL	81004	\$ 97,102	\$ 33,549	\$ 18,580	\$ 37,159	\$ 3,610	\$ 37,500	\$ 3,951
Retirement	81005						\$ -	
Retirement TOTAL	81005	\$ 25,567	\$ 37,349	\$ 15,469	\$ 30,937	\$ (6,412)	\$ 42,000	\$ 4,651
Worker's Compensation	0						\$ -	
Worker's Compensation TOTAL	0	\$ 680		\$ -	\$ -	\$ 1,450	\$ 1,450	
Unemployment	81008	\$ 176	\$ 15	\$ 15	\$ 31	\$ 16	\$ -	\$ (15)
Transporation Pay	81012						\$ -	
President		\$ 3,375	\$ 9,000	\$ 1,375	\$ 6,000	\$ (3,000)	\$ 6,000	\$ (3,000)
Executive VP		\$ 5,100	\$ 5,400	\$ 3,600	\$ 7,200	\$ 1,800	\$ 7,200	\$ 1,800
Transporation Pay TOTAL	81012	\$ 8,475	\$ 14,400	\$ 4,975	\$ 13,200	\$ (1,200)	\$ 13,200	\$ (1,200)
PERSONNEL EXPENSES TOTAL		\$ 389,899	\$ 377,978	\$ 154,646	\$ 357,971	\$ (20,007)	\$ 434,033	\$ 56,055
Office Supplies	82001	\$ 3,598	\$ 4,500	\$ 842	\$ 2,000	\$ (2,500)	\$ 4,000	\$ (500)
Postage & Delivery	82002	\$ 1,491	\$ 3,000	\$ 15	\$ 2,000	\$ (1,000)	\$ 2,000	\$ (1,000)
Food	82003				\$ -	\$ -	\$ 1,000	\$ 1,000
Tools & Supplies	82006	\$ 1,798	\$ 5,000	\$ 4,309	\$ 5,000	\$ -	\$ 2,500	\$ (2,500)
Computer Hardware & Software	82023	\$ 908	\$ 3,400	\$ 150		\$ (3,400)	\$ 6,050	\$ 2,650
Hospitality	82025	\$ 2,846	\$ 500	\$ 118	\$ 618	\$ 118	\$ 4,300	\$ 3,800
Building Repair & Maintenance	83001					\$ -	\$ 3,000	\$ 3,000
Equipment Repair & Maintenance	83002	\$ 10,175	\$ 5,000	\$ 40		\$ (5,000)	\$ -	\$ (5,000)
Maintenance Agreements	83004	\$ 9,326	\$ 9,500	\$ 3,012		\$ (9,500)	\$ 4,500	\$ (5,000)
Communications	84002	\$ 10,207	\$ 10,500	\$ 4,218	\$ 8,500	\$ (2,000)	\$ 24,000	\$ 13,500
Insurance (Commercial)	85003	\$ 4,475	\$ 8,400	\$ 36	\$ 1,800	\$ (6,600)	\$ 2,000	\$ (6,400)
Travel & Training	85006	\$ 5,218	\$ 9,000	\$ 2,200	\$ 4,198	\$ (4,802)	\$ 64,050	\$ 55,050
Real Estate Rental	85008	\$ 38,587	\$ 38,772	\$ 16,155	\$ 38,772	\$ -	\$ 40,000	\$ 1,228
Equipment Rental	85011	\$ 3,978	\$ 4,500	\$ 1,834	\$ 3,750	\$ (750)	\$ 14,500	\$ 10,000
Dues and Subscriptions	85015	\$ 6,575	\$ 7,212	\$ 12,111	\$ 17,221	\$ 10,009	\$ 25,222	\$ 18,010
Other Services & Charges	85020	\$ 33,369	\$ 37,983	\$ 18,979	\$ 26,029	\$ (11,954)	\$ 12,000	\$ (25,983)
Professional Services	85028	\$ 40,158	\$ 41,000	\$ 12,500	\$ 19,000	\$ (22,000)	\$ 64,000	\$ 23,000
Mileage	85060	\$ 1,477	\$ 1,350	\$ -	\$ 461	\$ (889)		\$ (1,350)
Luncheons & Meetings	85061	\$ 13,941	\$ 22,940	\$ 10,097	\$ 10,068	\$ (12,872)	\$ 10,100	\$ (12,840)
Conferences	85062	\$ 11,238	\$ 16,000	\$ 4,971	\$ 10,824	\$ (5,176)	\$ -	\$ (16,000)
Retention & Expansion	85063	\$ 102,881	\$ 131,600	\$ 10,506	\$ 30,512	\$ (101,088)	\$ 146,600	\$ 15,000
Marketing & Attraction	85064	\$ 154,359	\$ 157,200	\$ 42,849	\$ 85,636	\$ (71,564)	\$ 156,425	\$ (775)
Joint Marketing	85065	\$ 33,000	\$ 33,000	\$ -	\$ -	\$ (33,000)	\$ -	\$ (33,000)
Consulting Services	85066	\$ 6,000	\$ 8,400	\$ 1,400	\$ 2,800	\$ (5,600)	\$ -	\$ (8,400)

ACCOUNT		ACTUAL	APPROVED	ACTUAL FY19	PROPOSED	VARIANCE PROPOSED TO	PROPOSED	FY20 VARIANCE TO	
850-9850-		FY2018	FY2019	THRU 3/2019	REVISED FY19	APPROVED FY19	FY2020	APPROVED FY19	Notes: + variance in revenue is good; - variance in expense is good
Land Maintenance	85067	\$ 33,644	\$ 34,420	\$ 10,932	\$ 21,864	\$ (12,556)	\$ 30,000	\$ (4,420)	
Incentive Payouts	85600	\$ 807,519	\$ 1,892,431	\$ 1,435,750	\$ 2,413,481	\$ 521,050	\$ 2,331,500	\$ 439,069	
Debt Service	86110	\$ 393,695	\$ 713,733	\$ 356,867	\$ 713,733	\$ -	\$ 651,151	\$ (62,582)	
						\$ -		\$ -	
Capital Expenses						\$ -		\$ -	
Land - New Investments	88050	\$ 721,625	\$ 2,600,000	\$ 462,702		\$ (2,600,000)		\$ (2,600,000)	
General Improvement	88100	\$ 143,187	\$ 1,645,000	\$ 158,562	\$ 290,689	\$ (1,354,311)	\$ 1,550,000	\$ (95,000)	Progress Drive; Park Street Widening
								\$ -	
								\$ -	
TOTAL EXPENSES		\$ 2,985,174	\$ 7,822,319	\$ 2,725,802	\$ 4,066,927	\$ (3,755,392)	\$ 5,582,931	\$ (2,239,388)	

SUMMARY		ACTUAL	APPROVED	ACTUAL FY19	PROPOSED	VARIANCE PROPOSED TO	PROPOSED	FY20 VARIANCE TO	
		FY2018	FY2019	THRU 2/19	REVISED FY19	APPROVED FY18	FY2020	APPROVED FY19	Notes
Revenues									
Sales Tax 4A - SEDCO		\$ -	\$ 4,055,000	\$ 2,067,140	\$ 4,134,279	\$ 79,279	\$ 4,055,000	\$ -	
Interest Earned		\$ -	\$ 167,444	\$ 119,409	\$ 238,817	\$ 71,373	\$ 167,444	\$ -	
Miscellaneous Revenue		\$ -	\$ -	\$ 52	\$ 104	\$ 104	\$ -	\$ -	
						\$ -	\$ -	\$ -	
						\$ -	\$ -	\$ -	
TOTAL REVENUES		\$ -	\$ 4,222,444	\$ 2,186,600	\$ 4,373,201	\$ 150,757	\$ 4,222,444	\$ -	
								\$ -	
Expenses								\$ -	
Personnel Expenses TOTAL	81000	\$ 389,899	\$ 377,978	\$ 154,646	\$ 357,971	\$ (20,007)	\$ 434,033	\$ 56,055	
Supplies TOTAL	82000	\$ 10,641	\$ 16,400	\$ 5,435	\$ 9,618	\$ (6,782)	\$ 19,850	\$ 3,450	
Maintenance and Repairs TOTAL	83000	\$ 19,501	\$ 14,500	\$ 3,052	\$ -	\$ (14,500)	\$ 7,500	\$ (7,000)	
Utilities and Communications TOTAL	84000	\$ 10,207	\$ 10,500	\$ 4,218	\$ 8,500	\$ (2,000)	\$ 24,000	\$ 13,500	
Contractual or Sundry Services TOTAL	85000	\$ 1,296,419	\$ 2,444,208	\$ 1,580,320	\$ 2,686,416	\$ 242,208	\$ 2,896,397	\$ 452,189	
Debt Service TOTAL	86000	\$ 393,695	\$ 713,733	\$ 356,867	\$ 713,733	\$ -	\$ 651,151	\$ (62,582)	
Capital Expenses TOTAL	88000	\$ 864,812	\$ 4,245,000	\$ 621,264	\$ 290,689	\$ (3,954,311)	\$ 1,550,000	\$ (2,695,000)	
						\$ -		\$ -	
TOTAL EXPENSES		\$ 2,985,174	\$ 7,822,319	\$ 2,725,802	\$ 4,066,927	\$ (3,755,392)	\$ 5,582,931	\$ (2,239,388)	

NET INCOME (LOSS)	\$ (2,985,174)	\$ (3,599,875)	\$ (539,202)	\$ 306,273	\$ 3,906,148	\$ (1,360,487)	Surplus or (Deficit) Amount
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CASH & INVESTMENTS ENDING BALANCE	\$ 11,747,227	\$ 8,147,352	\$ 11,208,025	\$ 12,053,500	\$ 10,386,740
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September 16, 2019

**MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR SHAWN TEAMANN.
COUNCIL MEMBERS HOLLAND, HOWETH, MELTON, STEELE, STEVENSON.**

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

PROCLAMATION

**CONSTITUTION
WEEK
(SEPT. 17-23, 2019)**

Ms. Bynum thanked the City Council for proclaiming “Constitution Week” in the City of Sherman.

**BREAST CANCER
AWARENESS MONTH
(OCTOBER 2019)**

Ms. Hooper and Ms. Williams thanked the City Council for proclaiming “Breast Cancer Awareness Month” in the City of Sherman.

SHERMAN MUSEUM

1

She said the Museum Board of Trustees would have to approve the contract at their next board meeting, but she did not foresee any problem with their approval.

She added that they would do their best to raise the additional \$20,000 and secure the matching funds, and thanked Terrence Steele, Assistant City Manager, for his support in helping secure the funding.

Ms. Gerig said the past year has been a challenge for the Museum, maintaining two 100 year old buildings and caring for over 50,000 artifacts. She added that all board members are volunteers, but will do their best to keep the Museum open for the citizens.

She invited everyone to participate in the Museum's 8th Annual History Comes Alive event, September 28, 2019 at West Hill Cemetery. Ms. Gerig also introduced an upcoming exhibit on the Interurban, which will feature panels on loan from the Interurban Railway Museum in Plano, Texas.

SHERMAN MUSEUM

Bea Harmon, 629 N. Holly, also serves on the Sherman Museum Board and said this has been a "tough year" for the Museum, with a lot of expenses. She said it has been hard to raise money. Last year's History Comes Alive event was cancelled due to rain.

She asked the City Council to reconsider this year's monetary contribution to the Museum because it is important to the people of Sherman.

Mayor Plyler introduced Ordinance No. 6249 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", AT ARTICLE 13.06, ENTITLED "SOLID WASTE", AT SECTIONS 13.06.005, 13.06.011, 13.06.014, 13.06.042, 13.06.050, 13.06.052, 13.06.086, 13.06.087, AND 13.06.088 TO REVISE CERTAIN SOLID WASTE FEES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Mary Lawrence, Director of Finance, said the City Council decided to lower the residential solid waste rates to offset the property tax increase. The adopted budget included a \$6 per account decrease in residential solid waste rates. It also includes a 20% increase in commercial rates with a tonnage charge for roll-offs over five tons. This ordinance adopts those rates.

No citizens appeared before the City Council to discuss Ordinance No. 6249.

SHERMAN MUSEUM

ORD 6249 SOLID WASTE RATES

Mayor Plyler introduced Ordinance No. 6250 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT AMENDMENT TO ALLOW THE ADDITION OF A 12' X 14' SHADE STRUCTURE AND 8' X 12' ACCESSORY BUILDING FOR BELDEN STREET MONTESSORI PRESCHOOL IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 618 WEST BELDEN STREET, BEING LOT 1, BELDEN STREET MONTESSORI SCHOOL ADDITION, A REPLAT OF THE EAST 20' OF LOT 46 WITH A PORTION OF A 15' ALLEY OF THE BIRGES-FAIRVIEW ADDITION FOR A TOTAL OF 0.66 ACRES (SHERMAN MONTESSORI PRESCHOOL, INC., OWNERS; AND ALLISON WEST, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6250
SUP AMENDMENT
FOR SHADE
STRUCTURE &
ACCESSORY BLDG.
(BELDEN ST.
MONTESSORI)

Scott Shadden, Director of Development Services, said the request is to add a shade structure and accessory building to the existing Belden Street Montessori Preschool. The Planning and Zoning Commission recommended approval of the Specific Use Permit.

Allison West, Belden Street Montessori School Representative, was available to answer questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6250.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6249

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", AT ARTICLE 13.06, ENTITLED "SOLID WASTE", AT SECTIONS 13.06.005, 13.06.011, 13.06.014, 13.06.042, 13.06.050, 13.06.052, 13.06.086, 13.06.087, AND 13.06.088 TO REVISE CERTAIN SOLID WASTE FEES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6249
SOLID WASTE RATES

Ordinance 6250

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT AMENDMENT TO ALLOW THE ADDITION OF A 12' X 14' SHADE STRUCTURE AND 8' X 12' ACCESSORY BUILDING FOR BELDEN STREET MONTESSORI PRESCHOOL IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 618 WEST BELDEN STREET, BEING LOT 1, BELDEN STREET MONTESSORI SCHOOL ADDITION, A REPLAT OF THE EAST

ORD 6250
SUP AMENDMENT
FOR SHADE
STRUCTURE &
ACCESSORY BLDG.
(BELDEN ST.
MONTESSORI)

20' OF LOT 46 WITH A PORTION OF A 15' ALLEY OF THE BIRGES-FAIRVIEW ADDITION FOR A TOTAL OF 0.66 ACRES (SHERMAN MONTESSORI PRESCHOOL, INC., OWNERS; AND ALLISON WEST, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance Nos. 6249 and 6250, as presented. Second by Council Member Melton.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6234

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2019; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A REPEALER.

ORD 6234
LEVY OF AD
VALOREM TAXES

Ms. Lawrence said this is the final action to adopt the tax rate that is included in the budget that was adopted by the Council last month.

ACTION TAKEN.

Motion by Council Member Howeth that the property tax rate be increased by the adoption of a tax rate of \$.489000/\$100 of valuation which is effectively a 24% increase in the tax rate. The decrease in residential trash rate by \$6 per month per customer will fully offset the impact of the tax rate increase for the average residential taxpayer. Second by Council Member Melton.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6524 – APPROVING THE FORM OF RESOLUTION AUTHORIZING THE ISSUANCE OF TEXOMA AREA SOLID WASTE AUTHORITY REGIONAL SOLID WASTE DISPOSAL CONTRACT REVENUE REFUNDING BONDS, SERIES 2019; ESTABLISHING PROCEDURES FOR THE SALE

RES 6524
TASWA REVENUE
REFUNDING BONDS

AND DELIVERY OF THE BONDS; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE FORM OF RESOLUTION AUTHORIZING THE ISSUANCE OF TEXOMA AREA SOLID WASTE AUTHORITY REGIONAL SOLID WASTE DISPOSAL CONTRACT REVENUE REFUNDING BOND, SERIES 2019; ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF THE BONDS; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE. PROVIDING A REPEALER CLAUSE.

Robby Hefton, City Manager, said this item relates only to the existing bonds of the Texoma Area Solid Waste Authority. The rate has dropped from the time the bonds were originally issued.

TASWA is proposing to refinance this debt to take advantage of the lower interest rates. They estimate savings will be in the \$870,000 range, over the remaining life of the debt.

He introduced Jason Hughes, Hilltop Securities, TASWA's financial advisors, and Dale Sissney, TASWA Executive Director.

Council Member Steele asked what the principal amount was that was being financed. Mr. Hefton said the resolution is written not to exceed \$2,250,000. Council Member Steele confirmed that the term will not be extended, it's just a refinancing of the original 25 year debt.

Mr. Hughes said the final term is 2029 and it would not extend past that time. The refinancing is strictly to take a higher interest rate and trade it out for a lower rate.

Council Member Steele confirmed that the current interest rate is approximately 4.25% and the estimated new rate is 2.75%. Council Member Melton confirmed that the new rate would never be more than the original rate and if rates spike before the refunding, it would not be done.

Mr. Hefton asked about the timeframe of the refinancing if support is received from all member cities. Mr. Hughes said these bonds are callable on February 15, 2020, and any refunding must be within 90 days. He expected that the bonds would be "priced" in mid-October and closed in mid-November.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 6524, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6525 – AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX.

RES 6525
SHERMAN MUSEUM
HOTEL-MOTEL
FUNDING

Mr. Steele said the staff is recommending that the contract with the Sherman Museum be approved for a base amount of \$50,000, with the option of matching up to \$20,000 for operations, if they raise that amount. Therefore, at the maximum, their budget could be \$90,000 instead of the \$70,000 that the City has contributed in the past.

Mayor Plyler clarified that if they raised \$10,000 and the City matched \$10,000, they would be getting \$70,000. Council Member Steele confirmed that whatever amount they raised, the City would match, up to \$20,000. Mr. Steele said anything toward operating expenses would qualify for the match, but not capital expenses.

Council Member Stevenson said this was an incentive for the community to help support the Museum.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6525, as presented. Second by Council Member Holland.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6526 – AUTHORIZING THE ACCEPTANCE AND DEDICATION OF RIGHT OF WAY BEING CALLED WEST TRAVIS STREET, BEING DEDICATED TO THE CITY OF SHERMAN BY RIGHT-OF-WAY DEDICATION DEEDS FILED OF RECORD IN DOCUMENT NOS. 2019-13861, 2019-16891, 2019-16892, 2019-19940, AND 2019-11935, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, TOTALING 15.3876 ACRES OF THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, FOR PUBLIC USE AND UTILITY PURPOSES BEING THE CONSTRUCTION OF A ROAD, WEST TRAVIS STREET, BETWEEN MOORE STREET AND SHERMAN CROSSROADS, PHASE I, AS FILED OF RECORD IN VOLUME 24, PAGES 65 AND 66, PLAT RECORDS, GRAYSON COUNTY, TEXAS

RES 6526
WEST TRAVIS ST.
ROW

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE AND DEDICATION OF RIGHT OF WAY BEING CALLED WEST TRAVIS STREET, BEING DEDICATED TO THE CITY OF SHERMAN BY RIGHT-OF-WAY DEDICATION DEEDS FILED OF RECORD IN DOCUMENT NOS. 2019-13861, 2019-16891, 2019-16892, 2019-19940, AND 2019-11935, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, TOTALING 15.3876 ACRES OF THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, FOR PUBLIC USE AND UTILITY PURPOSES BEING THE CONSTRUCTION OF A ROAD, WEST TRAVIS STREET, BETWEEN MOORE STREET AND SHERMAN CROSSROADS, PHASE I, AS FILED OF RECORD IN VOLUME 24, PAGES 65 AND 66, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

Clint Philpott, Director of Engineering, will officially dedicate the right-of-way that the City has been acquiring the past few years, for West Travis Street. This is the final phase. Phases 2 and 3 started construction about three weeks ago. Final construction is expected to be about August 2020.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 6526, as presented. Second by Council Member Melton.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6527 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESSELS CONSTRUCTION BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE FALLON DRIVE WATER & SEWER EXTENSION PHASE I PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESSELS CONSTRUCTION BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE FALLON DRIVE WATER & SEWER EXTENSION PHASE I PROJECT.

**RES 6527
FALLON DR. WATER
& SEWER EXTENSION
PROJECT**

Mr. Philpott said this resolution would award a contract for the extension of Fallon Drive. Part of the project would extend the street about 500 feet, along with the storm drain system. The other portion is to extend water and sewer to Dripping Springs Road. There is a lift station where the road currently stops that will be abandoned by this project.

There is a 175,000 square foot warehouse being constructed on the north side of this road, which is the reason the project is proposed.

He said there were six bids on the project and the staff recommends awarding it to the lowest bidder, Vessels Construction, in the amount of \$741,254.

Council Member Steele asked if the Sherman Economic Development Corporation was contributing any funding for the project, or if it was strictly City funds. Mr. Hefton said he understood that SEDCO Board Members would be discussing the issue at their upcoming meeting.

ACTION TAKEN.

Motion by Council Member Melton to approve Resolution No. 6527, as presented. Second by Deputy Mayor Teamann.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6528 – AMENDING THE 2018-2019 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2018, THROUGH SEPTEMBER 30, 2019

**RES 6528
BUDGET AMENDMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2018-2019 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2018, THROUGH SEPTEMBER 30, 2019.

Ms. Lawrence said this is the City's annual cleanup budget amendment and reflects the level of activity seen this year. Items include the sales tax revenue of about \$735,000, additional expenditures in the health fund, a new substandard structure crew, a payment to the Texas Department of Transportation for Sherman's share of the GAP project, timing items related to infrastructure construction and debt service, donation related activity for parks and police, and some vehicle usage costs.

Council Member Steele asked about the total amount being amended. Ms. Lawrence said there is about \$11.1 million in revenue and \$14.2 million in expenditures. She said a lot of the amendments are project related, and some of the expenditures are from debt proceeds.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 6528, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6529 – AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING DEFINING ROLES AND RESPONSIBILITIES BETWEEN THE CITY OF SHERMAN AND AUSTIN COLLEGE REGARDING OVERSIGHT OF THE SHERMAN CULTURAL DISTRICT PROGRAM

**RES 6529
SHERMAN CULTURAL
DISTRICT PROGRAM**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING DEFINING ROLES AND RESPONSIBILITIES BETWEEN THE CITY OF SHERMAN AND AUSTIN COLLEGE REGARDING OVERSIGHT OF THE SHERMAN CULTURAL DISTRICT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 6530 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MIKE PIETSCH, P.E. CONSULTING SERVICES, INC. FOR THE CITY OF SHERMAN’S INSURANCE SERVICES OFFICE (ISO) SURVEY AND RATING

RES 6530
ISO RATING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MIKE PIETSCH, P.E. CONSULTING SERVICES, INC. FOR THE CITY OF SHERMAN’S INSURANCE SERVICES OFFICE (ISO) SURVEY AND RATING.
CONSENT AGENDA.

RESOLUTION NO. 6531 – AUTHORIZING EXECUTION OF A CONTRACT WITH JAMES E. FRAME, PA AS LICENSED MEDICAL DIRECTOR FOR SHERMAN FIRE-RESCUE EMERGENCY MEDICAL SERVICES; PROVIDING FOR A STATEMENT OF MEDICAL DIRECTION; PROVIDING FOR AUTOMATIC RENEWAL

RES 6531
EMS MEDICAL
DIRECTOR

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH JAMES E. FRAME, PA AS LICENSED MEDICAL DIRECTOR FOR SHERMAN FIRE-RESCUE EMERGENCY MEDICAL SERVICES; PROVIDING FOR A STATEMENT OF MEDICAL DIRECTION; PROVIDING FOR AUTOMATIC RENEWAL.
CONSENT AGENDA.

RESOLUTION NO. 6532 – AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION UNDER THE ROUTINE AIRPORT MAINTENANCE PROGRAM TO FUND IMPROVEMENTS AT THE SHERMAN MUNICIPAL AIRPORT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY

RES 6532
AIRPORT RAMP
GRANT APPLICATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION UNDER THE ROUTINE AIRPORT MAINTENANCE PROGRAM TO FUND IMPROVEMENTS AT THE SHERMAN MUNICIPAL AIRPORT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY.
CONSENT AGENDA.

RESOLUTION NO. 6533 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN FOR THE PERIOD OF OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020.

CONSENT AGENDA.

RES 6533
FIRE CONTRACT
WITH GRAYSON
COUNTY

RESOLUTION NO. 6534 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020.

CONSENT AGENDA.

RES 6534
AMBULANCE
CONTRACT WITH
GRAYSON COUNTY

RESOLUTION NO. 6535 – AUTHORIZING EXECUTION OF A CONTRACT WITH GRAYSON COUNTY, TEXAS, FOR THE USE OF THE CITY OF SHERMAN ANIMAL SHELTER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH GRAYSON COUNTY, TEXAS, FOR USE OF THE CITY OF SHERMAN ANIMAL SHELTER.

CONSENT AGENDA.

RES 6535
ANIMAL SHELTER
CONTRACT WITH
GRAYSON COUNTY

RESOLUTION NO. 6536 – REVOKING AND REPLACING RESOLUTION NO. 6448; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 6448; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.

CONSENT AGENDA.

RES 6536
POLICE & FIRE
SALARY, INCENTIVE,
CERTIFICATION PAY
SCHEDULES

RESOLUTION NO. 6537 – ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN.

CONSENT AGENDA.

RES 6537
INVESTMENT POLICY

REQUEST TO ADVERTISE

AGRICULTURAL LEASE AT THE SHERMAN WASTEWATER TREATMENT PLANT

The City Council approved the request to advertise for an agricultural lease at the Wastewater Treatment Plant. The 200 acre tract was used for land application of biosolids in the past, but is currently being used for agricultural purposes. The lease expires in November 2019.

CONSENT AGENDA.

REQ TO ADVERTISE

AGRICULTURAL
LEASE AT WWTP

OTHER BUSINESS

REPLAT APPROVAL OF THE BROOKS ON HERITAGE PARKWAY ADDITION, LOT 1R, A REPLAT OF LOT 1, THE BROOKS ON HERITAGE PARKWAY ADDITION, BEING ALL OF LOT 1 OF THE BROOKS ON HERITAGE PARKWAY ADDITION, A 2.212 ACRE TRACT AND A 0.109 ACRE TRACT IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CONTAINING 8.749 ACRES; 1305 S FM 1417, LP, OWNERS; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR [1305 SOUTH F.M. 1417 (HERITAGE PARKWAY)]

The City Council approved the Replat of The Brooks on Heritage Parkway Addition, Lot 1R, a Replat of Lot 1, The Brooks on Heritage Parkway Addition, being all of Lot 1 of the Brooks on Heritage Parkway Addition.

The property consists of Lot 1, plus a 2.212 acre tract and a 0.109 acre tract for a total of 8.749 acres, located at 1305 S. FM 1417. The Planning and Zoning Commission recommended approval of the Replat.

CONSENT AGENDA.

APPROVAL OF REPLAT

THE BROOKS ON
HERITAGE PKWY
ADDITION
(1305 S. FM 1417)

MEDIA QUESTIONS

There were no media questions

MEDIA QUESTIONS

COUNCIL COMMENTS

SHERMAN INDEPENDENT SCHOOL DISTRICT, COLLEGE AND CAREER WEEK

Council Member Melton said the Sherman Independent School District sponsored College and Career Week last week, and she thanked Mayor Plyler and the City employees that attended the event at Neblett Elementary School.

SISD COLLEGE &
CAREER WEEK

SHERMAN MUSEUM

Deputy Mayor Teamann thanked the members of the Sherman Museum Board that were in attendance at the Council Meeting to show their support. He said the Council appreciates everything they do at the Museum and hoped to see them grow and be prosperous.

SHERMAN MUSEUM

TEXOMA AREA SOLID WASTE AGENCY

Deputy Mayor Teamann thanked Mayor Plyler for his role in serving on the TASWA Board, and for looking for opportunities to save money for Sherman citizens.

TASWA

LATE TO COUNCIL MEETING

Council Member Stevenson apologized for arriving late for the Council Meeting. He said he was driving on Hwy 380 from Denton to Prosper and traffic was bad. He said it made him appreciate Sherman's "forward thinking" to construct roads before they are desperately needed and to make them wide enough for the expected traffic.

**LATE TO
COUNCIL MTG**

HISPANIC HERITAGE FESTIVAL

Mayor Plyler thanked the organizers of the Hispanic Heritage Festival that was held on September 14, 2019. He also thanked Zach Flores, Police Chief, for attending the festival and speaking in Spanish.

**HISPANIC HERITAGE
FESTIVAL**

ANNOUNCEMENTS

Mayor Plyler announced the following:

- History Comes Alive will be held on September 28, 2019 at West Hill Cemetery. Tickets are available at the Sherman Museum and Touch of Class Antique Mall.
- Sherman Arts Festival will be held September 21, 2019 in Kidd-Key Park.
- The Friends of the Library will host their Annual Book Sale on September 20, 2019 from 5:00 p.m. until 7:00 p.m. and on September 21, 2019 from 8:00 a.m. until 3:00 p.m., at 100 North East Street, across from Martin Luther King Park
- Stroll on the Square will be held October 5, 2019 in downtown Sherman. Tickets start at \$20.

ANNOUNCEMENTS

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

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

EXECUTIVE SESSION

SECTION 551.071 -- CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION

SECTION 551.071 -- CONSULT WITH THE CITY ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER

SECTION 551.074 -- PERSONNEL MATTERS:
DELIBERATE THE EVALUATION OF
A PUBLIC OFFICER OR
EMPLOYEE:
ANNUAL PERFORMANCE
EVALUATION OF THE CITY
MANAGER

SECTION 551.087 -- DELIBERATION REGARDING
ECONOMIC DEVELOPMENT
NEGOTIATIONS:
DELIBERATE REGARDING
COMMERCIAL OR FINANCIAL
INFORMATION THAT THE CITY HAS
RECEIVED FROM A BUSINESS
PROSPECT AND DELIBERATE ANY
OFFERS OR INCENTIVES TO THE
BUSINESS PROSPECT

On Motion duly made and carried, the Open Meeting recessed
and reconvened in Executive Session at 5:32 p.m.

On Motion duly made and carried, the Executive Session
recessed at 6:17 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
6:18 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

HISTORY *comes* ALIVE

West Hill Cemetery

Saturday, September 28, 2019

The Sherman Museum

a walking tour fundraiser

Tour tickets will be sold for small groups at staggered start times,
first tour group at **9 am**, last tour group at **1:30 pm**
Knowledgeable docents will lead groups (*encounters with historic figures are a distinct possibility*).

Tickets can be purchased in advance & are available at

Sherman Museum , 301 S. Walnut, 903.893.7623

Touch of Class Antique Mall, 118 W. Lamar, 903-891-9379

Tickets may be reserved with a credit card and picked up at the Ticket Table near the West Hill Cemetery Office on the event day. Tickets may be purchased the day of the event at the Ticket table. However, specific tour times may not be available.

\$20 adults | \$15 museum members | \$10 students with ID | FREE children 12 and under

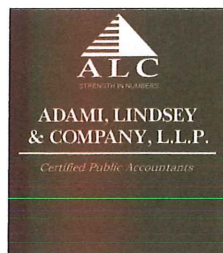


Roberts Decorator Supply, Inc.

Super Supporter



Waldo Funeral Home
Serving as we would be served.



Special thanks to

Mary Buick, Hoyte Dodge
First United Methodist Church, Sherman
Frame Shop, Holland Logos
Golf Cart Solutions, Collinsville
Volunteers and Re-enactors





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B. 1.

Meeting Date: 10/07/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"National Disability Employment Awareness Month" – October 2019

Issue:

To recognize the talents of all people, including those with disabilities, and to celebrate the contributions they make to the workplace

Background:

Each year, the U.S. Department of Labor designates October as "National Disability Employment Awareness Month" to educate about disability employment issues and to celebrate the many contributions of America's workers with disabilities.

Origination:

The request for the proclamation originated with Workforce Solutions Texoma.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff recommendation is to present a proclamation designating October 2019 as "National Disability Employment Awareness Month" in the City of Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"National Disability Employment Awareness Month" Proclamation

Proclamation

WHEREAS, in 1945, Congress enacted a law designating the first week in October to recognize the employment needs and contributions of individuals with all types of disabilities, and in 1988 expanded the recognition to a month, and

WHEREAS, the nationwide campaign celebrates the contributions of workers with disabilities and emphasizes the importance of ensuring that all Americans have access to the services and supports to enable them to work, and

WHEREAS, in keeping with the United States Department of Labor's commitment to ensuring an American workforce for Americans of all abilities, this year's theme will be "The Right Talent, Right Now", and

WHEREAS, workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy, and

WHEREAS, in this spirit, the City of Sherman will help raise awareness about disability employment issues and celebrate the many and varied contributions of people with disabilities.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October, 2019

NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH

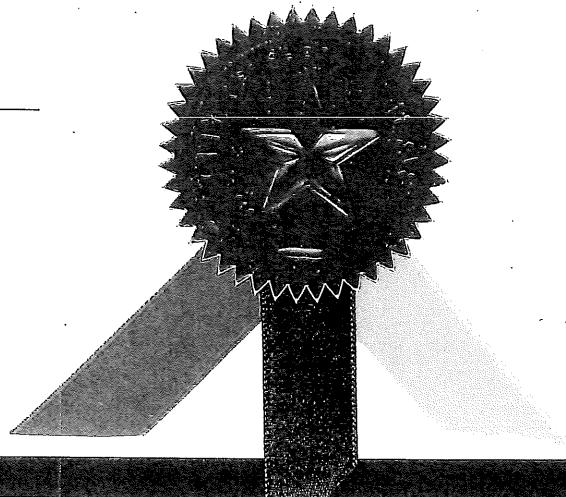
in the City of Sherman and encourage all employers, schools, and other community organizations to observe this month with appropriate programs and activities, and to advance its important message that people with disabilities are equal to the task throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 7th day of October, 2019.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B. 2.

Meeting Date: 10/07/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Lions White Cane Day" – October 12, 2019

Issue:

Each year, the Sherman Noon Lions Club participates in "White Cane Day" to collect donations to help the needy with sight problems.

Background:

The Lions Club voluntarily provides all manpower and leadership for the effort to collect donations from citizens wishing to participate in saving vision.

Origination:

The request originated with Dr. Jerry Gundersheimer, Chairman of the White Cane Drive, Sherman Noon Lions Club.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

The staff recommendation is to present a proclamation designating October 12, 2019 as "Lions White Cane Day" in Sherman.

Alternatives:

The City Council could choose not to present the proclamation.

Attachments

"Lions White Cane Day" Proclamation

Proclamation

WHEREAS, Lions Club International, with over 1,350,000 members in the free world, has been dedicated to saving sight for nearly 100 years, and

WHEREAS, Lions Club International has distributed more than 147 million treatments for river blindness, provided nearly 8 million cataract surgeries, and prevented serious vision loss for more than 30 million people worldwide, and

WHEREAS, through their work, they have saved the sight of more than 15 million children by providing eye screenings, glasses, and other treatments through Sight for Kids, and

WHEREAS, the Sherman Noon Lions Club has been outstanding in its community in helping the needy with sight problems through the use of its White Cane donations, and

WHEREAS, the Sherman Noon Lions Club provides eye exams and eyeglasses to the needy school children of Grayson County, leader dogs for the blind, cornea transplants courtesy of the Lions Organ and Eye Bank, and eyeglass collections for needy people around the world, and

WHEREAS, the Sherman Noon Lions Club has invited its neighbors to share in saving vision by donating to its White Cane Day event.

NOW THEREFORE, I, David Nylor, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 12, 2019

LIONS WHITE CANE DAY

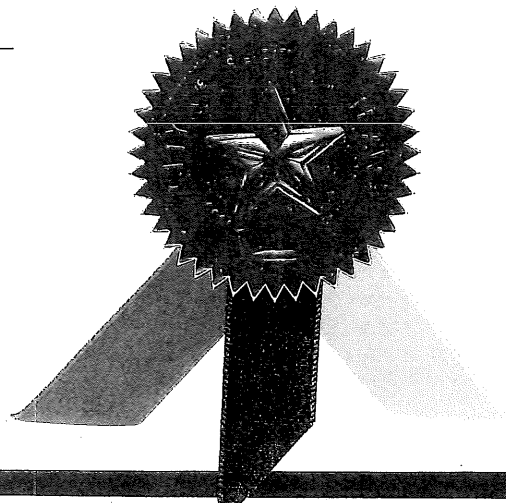
in the City of Sherman and invite all citizens to join me in sharing the Lions concern for the best sight possible for our neighbors in need, by giving generously to Lions White Cane Day. Every penny will give "The Gift of Sight."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 7th day of October, 2019.

Mayor

ATTEST:

Sinda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 10/07/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6251

Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Sherman Project); and Approving the Issuance Thereof, the Notice of Sale Prepared in Connection with the Public Offering of the Bonds and the Facilities to be Constructed or Acquired by Such Authority

Issue:

To consider all matters incident and related to the issuance and sale of \$2,895,000 "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Sherman Project)", including the adoption of an ordinance authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to authorized officials of the Authority

Background:

The City of Sherman staff approached the Authority staff requesting financial assistance for the relocation water lines that are located in the Texas Department of Transportation (TxDOT) right-of-way along F.M. 1417. TxDOT has informed the City of the need to relocate the utility lines for the widening of F.M. 1417. This requirement has made it necessary for the Authority, on behalf of the City of Sherman, to issue additional bonds in the amount of \$2,895,000.00.

The relocation project will be constructed through TxDOT's contractor, but the City is required to provide the funding prior to the project beginning. TxDOT has requested funding as soon as possible.

Origination:

Drew Satterwhite, P.E., GTUA General Manager

Financial Consideration:

Due to the necessity to fund the project as soon as possible, the Authority staff contacted Garry Kimball with Specialized Public Finance; and it was determined the best source would be to issue the bonds in the open market. At their August 13, 2019 meeting, the GTUA Board adopted a parameters resolution that delegated authority to the GTUA General Manager to execute bond documents after the bond series has been priced. The Sherman City Council will consider this issue at their October 7th regular meeting.

The cost of issuance will be about \$60,000.00, which will be netted against the proceeds.

Staff Recommendation:

The staff recommends that the Council approve this Ordinance as presented.

Alternatives:

No alternatives can be recommended by staff at this time.

Attachments

Ordinance No. 6251

GTUA's Bond Resolution

ORDINANCE NO. 6251

AN ORDINANCE by the City Council of the City of Sherman, Texas, relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Sherman Project); and approving the issuance thereof, the Notice of Sale prepared in connection with the public offering of the bonds and the facilities to be constructed or acquired by such Authority

WHEREAS, the Greater Texoma Utility Authority (the "Authority") and the City of Sherman, Texas (the "City"), have previously executed and delivered a Contract for Water Supply and Sewer Service, dated as of March 1, 1985 (the "Contract"), whereby the Authority is to provide water and sewer services to the City; and

WHEREAS, under Section 4.15 of the Contract, it is provided that the City shall approve (i) the issuance by the Authority of any bonds that are to be payable (in whole or in part) from certain moneys that the City has contracted to pay under the provisions of the Contract, (ii) the "Notice of Sale" prepared in connection with the public sale of the bonds and (iii) the facilities to be constructed, acquired and improved; and

WHEREAS, the net effective interest rate on the proposed "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Sherman Project)" (the "Bonds"), does not exceed the maximum permitted by law and it is now appropriate for this Council to approve the Notice of Sale with respect to the Bonds as well as the issuance and delivery of the Bonds, the Resolution of the Authority authorizing the Bonds (the "Bond Resolution"), together with the Pricing Certificate, dated October 3, 2019, executed pursuant to the Bond Resolution (the "Pricing Certificate"), and the project described in the Bond Resolution (the "Series 2019A Project"); now, therefore,

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

SECTION 1: The facilities to be constructed, acquired, and improved by the Authority with the proceeds of the Bonds as described in the Bond Resolution are hereby approved. The issuance of the Bonds by the Authority and the use of the proceeds thereof, as described in the Bond Resolution, is hereby approved. The Bond Resolution and the Pricing Certificate are approved as to form and content, and the City acknowledges that the payment of principal of and interest on the Bonds is payable, in whole or in part, from payments to be made by the City under and pursuant to the Contract. The City Manager is authorized to execute any documents or certifications necessary to accomplish the delivery of the Bonds.

SECTION 2: It is the purpose and intent of the City Council of the City to approve the Notice of Sale, dated September 19, 2019 and the Official Statement (with respect to the information contained therein with respect to the City).

SECTION 3: It is the purpose and intent of the City Council of the City to approve the Bond Resolution, and the facilities to be constructed, acquired, and improved in full accordance with the provisions of the Contract mentioned in the preamble hereof. To the extent required by the purchaser of the Bonds or the Office of the Attorney General of Texas, the Authority is authorized by this City Council to make changes and revisions to the Bond Resolution from the form approved by this Resolution in order to expedite the delivery of the Bonds. It is the intent of the City to authorize the Authority to proceed with the construction, acquisition, and

improvement of the facilities at the earliest possible date, but nothing herein shall be construed as a limitation upon the right and power of the City to approve a change in the facilities for which the Bonds are to be issued (but not the purpose for which the Bonds are to be issued as set forth in the Bond Resolution), the City specifically reserving the right to modify the facilities for which the Bonds are being issued if the Authority and the City agree such modification should be made.

SECTION 4: In order to assist the Authority in complying with Rule 15c2-12 of the Securities Exchange of Act of 1934, as amended (the "Rule"), the City covenants and agrees as follows:

(a) Annual Information. The City will provide to the Authority, no later than March 1 of each year (or such other date as may be agreed to by the City and the Authority, but no later than six months after its fiscal year end), while the City is an "obligated person" under the Rule, the information with respect to the City described in Tables 1 through 11 appearing in the Official Statement and Appendix C to the Official Statement relating to the Bonds. Any financial statements to provided pursuant to this Section shall be (i) prepared in accordance with the accounting principles described in Appendix C to the Official Statement, (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within such period, then the City shall provide notice to the Authority that the audited financial statements are not available and shall provide unaudited financial information of the type included in the Official Statement for the applicable fiscal year to the Authority by the required time. Thereafter, when and if audited financial statements are available, the City shall provide such audited financial statements as required to the Authority.

If the City's fiscal year end differs from the Authority's fiscal year end, the City shall provide the most recent year end annual information as well as cumulative current year to date information. The City shall notify the Authority if the City changes its fiscal year.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

The City will notify the Authority as soon as possible if the information required by this Section cannot be provided in the above-specified time frame.

(b) Notice of Certain Events. To the extent applicable to the City as an "obligated person" under the Rule and in connection with the Bonds, the City agrees to notify the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;

- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(c) Accuracy and Completeness. The City warrants that all information provided by it to the Authority pursuant to this Section will be accurate in all material respects to the best of its knowledge and belief. The City will provide the Authority with such information as the Authority may reasonably request to confirm the accuracy and completeness of any information provided by the City pursuant to this Section. If the Authority thereafter has reasonable grounds to question the completeness or accuracy of such information, the City will afford the Authority and its attorneys and agents, at the expense of the Authority, reasonable access to any and all records, documents, contracts, and other information which is in the custody or control of the City to confirm such accuracy and completeness. The Authority and its attorneys and agents shall maintain the confidentiality of all such information; unless required to be provided by the Authority to the MSRB, and except as otherwise provided by law. The City shall not be required to provide information or to allow access to its records which exceeds the standards applicable

to a due diligence inquiry in the preparation of an official statement in connection with the sale of Bonds or any Additional Bonds by the Authority.

(d) Limitations, Disclaimers and Amendments. (1) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Authority and the City each remain an Obligated Person, provided that the Authority and the City in any event will give notice of any payment or deposit of funds by either of such parties that causes the Bonds to be retired and defeased.

(2) The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority and the City undertake to provide only the financial information, operating data, financial statements and notices which it has expressly agreed to provide pursuant to this Section and do not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority's or the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. Neither the Authority nor the City make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(3) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT, OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(4) The provisions of this Section may be amended by the City (with the written approval of the Authority) from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by provisions of the Bond Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. If the provisions of this Section are so amended, the Authority shall include with any amended financial information or operating data next provided in accordance with the Bond Resolution an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Remedies. In the event the City fails or refuses to provide the information required by paragraphs (a) and (b) hereof, the Authority may enforce its right hereunder by an action for mandamus or specific performance; provided, however, before enforcing such remedies, the Authority shall give the City notice as provided herein and a reasonable opportunity to provide the requested information.

SECTION 5: Reporting of Significant Events. (1) Upon the occurrence of any of the events described below, the City will promptly notify the Authority and provide information requested by the Authority pertaining to (i) an action, suit or other formal proceeding at law or in equity, against the City that would materially and adversely affect the City's financial condition or its ability to make payments under the Contract and (ii) any change in the City's financial condition or financing arrangements that would materially and adversely affect the City's financial condition or its ability to make payments under the Contract.

SECTION 6: Exhibit D to the Contract is amended to include the Series 2019A Project as described in the Bond Resolution. In all other respects the Contract is reapproved and shall be and remain in full force as the agreement of the parties.

SECTION 7: The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 8: It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

SECTION 9: This Ordinance shall be effective from and after its adoption, and it is so resolved.

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PASSED AND APPROVED, this October 7, 2019.

CITY OF SHERMAN, TEXAS

Mayor

ATTEST:

City Clerk

(City Seal)

A RESOLUTION by the Board of Directors of the Greater Texoma Utility Authority authorizing the issuance of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Sherman Project)"; pledging the Pledged Revenue to the payment of the principal of and interest on said Bonds; delegating matters relating to the issuance, sale, and delivery of said Bonds to authorized Authority officials; and resolving other matters incident and related thereto

WHEREAS, the Board of Directors of the Greater Texoma Utility Authority (the "Authority") has determined that Bonds should be authorized at this time to provide funding for the 2019A Project more fully described in Section 1 hereof; and

WHEREAS, the Authority shall by this Resolution, in accordance with the provisions of Chapter 1371, Texas Government Code, as amended, delegate to a Pricing Officer (hereafter designated) the authority to determine the principal amount of Bonds to be issued and negotiate the terms of sale thereof; and

WHEREAS, the Board of Directors of the Authority has determined that the Bonds herein authorized may and shall be issued as Additional Bonds (herein defined) on a parity with the Outstanding Previously Issued Bonds (herein defined) in that:

(a) The Authority is not now in default as to any covenant, condition or obligation contained in the Contract (as hereinafter defined) and the resolutions authorizing the issuance of Outstanding Previously Issued Bonds;

(b) The City of Sherman, Texas, will approve the resolution authorizing the issuance of the Bonds as to form and content and will acknowledge that payment of principal and interest on the Bonds will be made, in whole or in part, by the City of Sherman, Texas, under and pursuant to the Contract;

(c) A consulting engineer has certified to the Authority the need for an estimated amount of additional financing required for completion, expansion, enlargement or improvement of the Project (herein defined);

(d) The Bonds herein authorized shall mature on April 1 and/or October 1 in each of the years in which they are scheduled to mature as provided in the Pricing Certificate;

(e) As provided herein, deposits to the Bond Fund will be sufficient to pay principal of and interest on the Bonds herein authorized as the same become due;

(f) As provided herein, the amount to be accumulated and maintained in the Reserve Fund will be in an amount equal to not less than the average annual requirement (calculated on a Fiscal Year basis) of all Outstanding Bonds Similarly Secured as of the date of the last series of Bonds Similarly Secured after giving effect to the issuance of the Bonds for the payment of principal of and interest on all obligations to be secured by a first lien on and pledge of the Pledged Revenues, and any additional amount to be maintained in the Reserve Fund shall be accumulated within not more than 60 months from the date of the passage of this Resolution; and;

(g) The Authority demonstrated to the Board's Executive Administrator that the Pledged Revenues will be sufficient to pay the Previously Issued Bonds and the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY:

SECTION 1: Authorization - Designation - Principal Amount – Purpose – Bond Date. Revenue bonds of the Authority shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title “GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2019A (CITY OF SHERMAN PROJECT)” (herein referred to as the “Bonds”), for the construction, acquisition, and improvement of water and sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas (the “City”), and the payment of all costs incident and related to the acquisition and financing thereof, and the purpose of funding the portion of the Required Reserve Fund Amount attributable to the Bonds, pursuant to authority conferred by and in conformity with the Constitution and the laws of the State of Texas, including Texas Special District Local Laws Code, Chapter 8283 and Chapter 1371, Texas Government Code, as amended. The Bonds shall be dated (the “Bond Date”) as provided in the Pricing Certificate.

SECTION 2: Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and the Bonds (other than the Initial Bond(s) referenced in Section 8 hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R” and numbered consecutively from One (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer.

(a) As authorized by Texas Government Code, Chapter 1371, as amended, the General Manager or President of the Board of Directors (either the “Pricing Officer”) is hereby authorized to act on behalf of the Authority in selling and delivering the Bonds and carrying out the other procedures specified in this Resolution, including, determining the aggregate original principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Authority, as well as any mandatory sinking fund redemption provisions, the designation of a Paying Agent/Registrar, and all other matters relating to the issuance, sale, and delivery of the Bonds, including any modification of the Rule 15c2-12 continuing disclosure undertaking contained in Section 39 hereof, all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed \$2,900,000;

- (ii) the true interest cost rate for the Bonds shall not exceed 5%; and
- (iii) the maximum maturity date of the Bonds shall be October 1, 2039.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the Authority to the Purchasers (hereinafter defined).

(b) The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to 180 days from the date hereof.

SECTION 4: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books (the "Security Register") maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the Authority by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as Exhibit A and such reasonable rules and regulations as the Paying Agent/Registrar and the Authority may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The Authority covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the Authority agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or the redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated office specified in the Pricing Certificate or such other office as shall be designated from time to time by the Paying Agent/Registrar, or its successors (the "Designated Payment/Transfer Office"). Interest on each Bond shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the fifteenth (15th) day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register, or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday,

date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the Authority at the Designated Payment/Transfer Office of the Paying Agent/Registrar, and also at a location within the State of Texas, as provided herein and in accordance with rules and regulations as the Paying Agent/Registrar and the Authority may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Resolution, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bond(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denominations and having the same Stated Maturity and being of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and being of a like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the Authority, evidencing the same obligation to pay, and entitled to the same benefits under this Resolution, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 30 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the Authority nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in this Resolution relating to the payment and transfer/exchange of the Bonds, the Authority hereby approves and authorizes the use of the "Book-Entry Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in a Blanket Issuer Letter of Representations by and between the Authority and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, the Authority covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the Authority by the President or Vice President of the Board of Directors under its seal reproduced or impressed thereon and attested by the Secretary or Assistant Secretary of the Board of Directors. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Authority on the date of the adoption of this Resolution shall be deemed to be duly executed

on behalf of the Authority, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial Holders and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in the Public Security Procedures Act, Texas Chapter 1201, Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Bond duly signed shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the aggregate principal amount of the Bonds with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas, and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to appear on the Initial Bond(s), the Registration Certificate of Paying Agent/Registrar to appear on the definitive Bonds, and the form of Assignment to appear on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution, and the Bonds may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Authority or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF GRAYSON, COLLIN, FANNIN AND COOKE
GREATER TEXOMA UTILITY AUTHORITY
CONTRACT REVENUE BONDS, SERIES 2019A
(CITY OF SHERMAN PROJECT)

Bond Date:

Interest Rate:
_____ %

Stated Maturity:
_____ 1, 20__

CUSIP NO.

Registered Owner:

Principal Amount:

DOLLARS

The Greater Texoma Utility Authority (hereinafter referred to as the "Authority"), for value received, hereby promises to pay to the Registered Owner named above (the "Holder") or the registered assigns thereof, solely from the revenues hereinafter identified, on the Stated Maturity date specified above, the Principal Amount hereinabove stated and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is the delivery date of this Bond (or its Predecessor Bond) to the initial Holder, in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each April 1 and October 1 thereafter until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or date of redemption to the Holder hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of _____, the Paying Agent/Registrar, or its successor. Interest is payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth (15th) day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of the Holder. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

If the date for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of providing funds for the construction, acquisition, and improvement of water and sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas, and the payment of all costs incident and related to the acquisition and financing thereof, pursuant to authority conferred by and in conformity with the Constitution and the laws of the State of Texas, including Texas Special District Local Laws Code, Chapter 8283 and Chapter 1371, Texas Government Code, as amended, and pursuant to a Resolution adopted by the Board of Directors of the Authority (herein referred to as the "Resolution").

The Bonds maturing on and after _____, may be redeemed prior to their Stated Maturities, at the option of the Authority, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar) on _____, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

Not fewer than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the Authority and at the Authority's expense, to each Registered Owner of a Bond to be redeemed and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed.

In the event of a partial redemption of the principal amount of this Bond, payment of the redemption price of such principal amount shall be made to the Holder only upon presentation and surrender of this Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office, and there shall be issued, without charge therefor to the Holder hereof, a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Resolution for the then unredeemed balance of the principal sum hereof. If this Bond is selected for redemption, in whole or in part, the Authority and the Paying Agent/Registrar shall not be required to transfer this Bond to an assignee of the Holder within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the Authority shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds constitute special obligations of the Authority, and, together with the outstanding Previously Issued Bonds and any Additional Bonds, if issued, are payable as to principal and interest solely from and equally secured by a first lien on the Pledged Revenue of the Authority (identified and defined in the Resolution, and including revenues to be received under and pursuant to a Contract For Water Supply and Sewer Service between the Authority and the City of Sherman, Texas, dated as of March 1, 1985, together with all amendments thereto). Reference is hereby made to the Resolution, copies of which are on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the revenues pledged for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Authority and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Resolution.

The Authority expressly reserves the right to issue further and additional revenue bond obligations in all things on a parity with the Bonds and the Previously Issued Bonds, payable solely from and equally secured by a first lien on the Pledged Revenue described above; provided, however, that any and all such Additional Bonds may be so issued only in accordance with and subject to the covenants, conditions, limitations and restrictions relating thereto which are set out and contained in the Resolution, to which reference is hereby made for more complete and full particulars.

The Holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

This Bond, subject to certain limitations contained in the Resolution, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Authority and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the Authority nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class

postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Bond in order to render the same a legal, valid and binding obligation of the Authority have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that the issuance of the Bonds does not exceed any constitutional or statutory limitation. In case any provision in this Bond or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Directors of the Authority has caused this Bond to be duly executed under the official seal of the Authority.

GREATER TEXOMA UTILITY AUTHORITY

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (
OF PUBLIC ACCOUNTS (
THE STATE OF TEXAS (REGISTER NO. _____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on the definitive Bonds.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Resolution; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The principal office of the Paying Agent/Register in _____ is the "Designated Payment/Transfer Office" for this Bond.

as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____) the within Bond and all
rights thereunder, and hereby irrevocably constitutes and appoints _____
attorney

to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must
correspond with the name of the registered owner
as it appears on the face of the within Bond in
every particular.

F. The Initial Bond(s) shall be in the form set forth in paragraph (b) of this Section,
except that the form of a single fully registered Initial Bond shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF COOKE, FANNIN, GRAYSON AND COLLIN
GREATER TEXOMA UTILITY AUTHORITY
CONTRACT REVENUE BONDS, SERIES 2019A
(CITY OF SHERMAN PROJECT)

Bond Date: _____

Registered Owner:

Principal Amount:

The Greater Texoma Utility Authority (hereinafter referred to as the "Authority"), for value
received, hereby promises to pay to the Registered Owner named above (the "Holder") or the
registered assigns thereof, solely from the revenues hereinafter identified, on _____ in
each of the years and in principal amounts and bearing interest at per annum rates in
accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
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(Information to be inserted from schedule in the Pricing Certificate)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is the delivery date of this Bond (or its Predecessor Bond) to the initial Holder, in which case it shall bear interest from the _____ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each April 1 and October 1 thereafter until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the Holder hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in _____ (the "Designated Payment/Transfer Office"), or its successor. Interest is payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth (15th) day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of the Holder. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Certain Definitions. In addition to terms defined elsewhere in this Resolution, for all purposes of this Resolution and in particular for clarity with respect to the issuance of the Bonds and the pledge and appropriation of the Pledged Revenue therefor, the following definitions are provided:

(a) The term "Additional Bonds" shall mean parity revenue bonds issued in accordance with the terms and conditions prescribed in Section 19 hereof.

(b) The term "Authorized Investments" shall mean the obligations identified in the "Public Funds Investment Act" (Texas Government Code, Chapter 2256), as amended.

(c) The term "Bonds" shall mean the "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Sherman Project)" authorized by this Resolution.

(d) The term "Bonds Similarly Secured" shall mean the Bonds, Previously Issued Bonds, and Additional Bonds.

(e) The term "Contract" or "Contract for Water Supply and Sewer Service" shall mean that certain contract, dated as of the 1st day of March, 1985, by and between the Authority and the City of Sherman, Texas, together with amendments and supplements thereto (which by the term of such instrument is designated as a supplement to such Contract), a conformed copy of such Contract being attached hereto as **Exhibit B** for the purposes of identification only.

(f) The term "Cost of the Project" shall have the meaning assigned such term in Section 1.01 of the Contract.

(g) The term "Fiscal Year" shall mean the twelve month operational period of the Authority commencing October 1 of each year; provided, however, the Authority may change the fiscal year to another period of not less than twelve (12) calendar months but in no event may the fiscal year be changed more than one time in any three calendar year period.

(h) The term "Government Obligations" as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the Authority, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the Authority, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other authorized securities or obligations under applicable laws of the State of Texas that may be used to defease obligations such as the Bonds.

(i) The term "Maintenance and Operation Expense of the Project" shall have the meaning assigned such term in Section 1.01 of the Contract.

(j) The term "Outstanding" shall mean when used in this Resolution with respect to Bonds or Bonds Similarly Secured, as of the date of determination, all Bonds or Bonds Similarly Secured theretofore issued and delivered, except:

(i) those Bonds or Bonds Similarly Secured canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(ii) those Bonds or Bonds Similarly Secured paid or deemed to be paid in accordance with the provisions of Section 27 hereof; and

(iii) those Bonds or Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 30 hereof or similar provisions with respect to Bonds Similarly Secured.

(k) The term "Pledged Revenue" shall mean (i) the amount received by the Authority as monthly amortization payments by reason of Section 3.01 (a) of the Contract, less the fees and charges of the Paying Agent/Registrar with respect to Bonds Similarly Secured, plus (ii) the amounts deposited into the Bond Fund reaffirmed by Section 12(b) of this Resolution, and the Reserve Fund reaffirmed by Section 12(c) of this Resolution; plus (iii) any amounts on deposit in any construction fund, created and established by a resolution authorizing the issuance of the Bonds or Bonds Similarly Secured, pending the application of such money for the payment of the Cost of a Project.

(l) The term "Previously Issued Bonds" shall mean the Outstanding (1) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2006 (City of Sherman Project)", (2) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2008 (City of Sherman Project)", (3) "Greater Texoma Utility Authority Contract Revenue and Refunding Bonds, Series 2008 (City of Sherman Project)", (4) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2009 (City of Sherman Project)", (5) "Greater Texoma Utility Authority Contract Revenue

Bonds, Series 2009-A (City of Sherman Project)", (6) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2011 (City of Sherman Project)", (7) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2012 (City of Sherman Project)", (8) "Greater Texoma Utility Authority Contract Revenue Refunding Bonds, Series 2012A (City of Sherman Project)", (9) "Greater Texoma Utility Authority Contract Revenue Refunding Bonds, Series 2013 (City of Sherman Project)", (10) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2013A (City of Sherman Project)", (11) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2014 (City of Sherman Project)", (12) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015 (City of Sherman Project)", (13) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015A (City of Sherman Project)" (14) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015B (City of Sherman Project)", (15) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017 (City of Sherman Project);" (16) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017A (City of Sherman Project)" and (17) "Greater Texoma Utility Authority Contract Revenue and Refunding Bonds, Series 2019 (City of Sherman Project)" heretofore issued which are in every respect on a parity with the Bonds.

(m) The term "Project" shall mean, with respect to the Bonds Similarly Secured, collectively, the projects described as such in the exhibits attached to the ordinances of the City that have from time to time approved the issuance of Bonds Similarly Secured by the Authority for the financing of such projects.

(n) The term "Series 2019A Project" shall mean, with respect to the Bonds, the project described in Section 1 hereof.

SECTION 11: Pledge. The Authority hereby covenants and agrees that all of the Pledged Revenue is hereby irrevocably pledged for the payment of the Bonds Similarly Secured, and the interest thereon, and it is hereby declared and resolved that the Bonds Similarly Secured and the interest thereon shall constitute a first lien upon said Pledged Revenue.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Bonds Similarly Secured and the pledge of the Pledged Revenue granted by the Authority under this Section of this Resolution, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are Outstanding and unpaid such that the pledge of the Pledged Revenue granted by the Authority under this Section of this Resolution is to be subject to the filing requirements of Texas Business & Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said Pledged Revenue, the Authority agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business & Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said Pledged Revenue to occur.

SECTION 12: Fund Designations. The Authority hereby covenants and agrees with the Holders of the Bonds Similarly Secured that all income, receipts and revenues derived from the operation and ownership of the Project shall be kept separate from other funds or accounts of the Authority. To that end the following special Funds (herein so called) were created and established by a resolution authorizing Previously Issued Bonds and shall exist and govern the application of the Pledged Revenue while the Bonds Similarly Secured are Outstanding, to wit:

(a) Greater Texoma Utility Authority Revenue Fund, hereinafter called "Revenue Fund". This Fund shall be kept in a depository of the Authority.

(b) Greater Texoma Utility Authority Bond Interest and Sinking Fund, hereinafter called "Bond Fund". This Fund shall be deposited with a depository of the Authority as trustee of the Pledged Revenue, and moneys deposited therein shall be used to pay principal of and interest on Bonds Similarly Secured when and as the same shall become due and payable.

(c) Greater Texoma Utility Authority Bond Reserve Fund, hereinafter called "Reserve Fund". This Fund shall be deposited with a depository of the Authority and money deposited therein shall be used to pay the principal of and interest on Bonds Similarly Secured falling due at any time where there is insufficient money available in the Bond Fund.

SECTION 13: Revenue Fund. All revenues and income of any kind or character received by the Authority by reason of (i) its ownership of all or a part of the Project, (ii) the operation of the Project, or (iii) the Contract, shall be deposited in the Revenue Fund.

In the event money is deposited in the Revenue Fund from sources other than those specified in Section 3.01 of the Contract, then such money may be invested or reinvested or placed on time deposit in the same manner as the Reserve Fund pending its application to the reduction of payments that would otherwise be required to be made by the City under Section 3.01 of the Contract. Investment income and profits from the investment of the Revenue Fund shall be retained therein until used as provided in this Section.

Money in the Revenue Fund shall be used in the following order of priority:

1. Payments into the Bond Fund, as provided by Section 14;
2. Payments into the Reserve Fund, as provided by Section 15;
3. The curing of any deficiencies, as provided by Section 16;
4. The payment of other costs of the Project including maintenance and operation expenses not paid by the Authority and those purposes for which provision is made by Section 3.01(c) through 3.01(e) of the Contract; and
5. Applied as provided in Section 17.

SECTION 14: Bond Fund. The Authority hereby covenants and agrees to deposit to the credit of the Bond Fund amounts sufficient to pay the principal of and interest on the outstanding Bonds Similarly Secured as the same becomes due. There shall be deposited into the Bond Fund, by reason of the issuance of the Bonds, from the Pledged Revenue on deposit in the Revenue Fund (i) beginning on or before the twenty-fifth (25th) day of the month next following delivery of the Bonds and on or before the twenty-fifth (25th) day of each following month until and including the first interest payment date, an amount equal to not less than the fractional amount required in order to have the amount of the first installment of interest on deposit by the twenty-fifth (25th) day of the month next preceding the first interest payment date, and thereafter on the twenty-fifth (25th) day of each following month, an amount equal to not less than one sixth (1/6) of the next installment of interest; (ii) beginning on or before the twenty-fifth (25th) day of the month next following delivery of the Bonds, and on or before the twenty-fifth (25th) day of each following month until and including the first principal payment date, an amount

equal to not less than the fractional amount required in order to have the amount of the first installment of principal on deposit by the twenty-fifth (25th) day of the month preceding the first principal payment date, and thereafter on or before the twenty-fifth (25th) day of each month, an amount equal to one twelfth (1/12) of the next annual principal payment to become due on the Bonds.

The amounts required to be so deposited shall take into account amounts already on deposit in the Bond Fund.

The monthly deposits to the Bond Fund for the payment of principal and interest on the Bonds shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Bond Fund is equal to the amount required to pay all Outstanding Bonds Similarly Secured (principal and interest) for which said Fund was created and established or (ii) the Bonds Similarly Secured payable therefrom are no longer Outstanding.

Moneys on deposit in the Bond Fund may be invested, to the extent such investments are Authorized Investments, in United States Treasury bills, in similar direct obligations of the United States of America, or in certificates of deposit of any bank that is a member of the Federal Deposit Insurance Corporation (which are fully secured by a pledge of direct obligations of, or obligations of which the principal and interest are guaranteed by, the United States of America to the extent such certificates are not insured) maturing at such dates and in such manner as will provide cash to discharge interest and/or principal payments on Bonds Similarly Secured when and as the same become due.

Investment income and profits realized from the investment of the Bond Fund shall be retained therein until used as provided in this Section. Accrued interest, if any, shall be deposited into the Bond Fund.

SECTION 15: Reserve Fund. Upon the delivery of the Bonds, amounts on deposit in the Reserve Fund, allocated as a part of the Reserve Fund for the security of "Bonds Similarly Secured" under the resolutions authorizing the issuance of such Bonds Similarly Secured (including amounts held in the Reserve Fund by reason of the issuance of the Previously Issued Bonds) shall continue to be held as a part of the Reserve Fund for the security and payment, if required, of Bonds Similarly Secured as defined herein. The Authority hereby covenants and agrees with the holders of the Bonds Similarly Secured that it will provide for the accumulation of, and when accumulated, will thereafter continuously maintain in the Reserve Fund an amount equal to the average annual principal and interest requirement of all Bonds Similarly Secured (the Required Reserve Fund Amount). If any Bonds Similarly Secured are subject to mandatory redemption, the amount required to be redeemed in any Fiscal Year shall be treated as if it matured in that Fiscal Year. The average annual requirement shall be calculated on a Fiscal Year basis on the Outstanding Bonds Similarly Secured on the date of the last series of Bonds Similarly Secured (after giving effect to the issuance of such last series); provided, however, at such time as the Previously Issued Bonds identified in 1 through 7 of Section 10(l) hereof are no longer Outstanding, the average annual requirement shall also be calculated at the end of each Fiscal Year. Any amounts on deposit in the Reserve Fund in excess of such requirement shall be transferred to the Revenue Fund.

In addition, beginning on or before the twenty-fifth (25th) day of the month following the delivery of the Bonds, and on or before the twenty-fifth (25th) day of each month thereafter, there shall be deposited in the Reserve Fund substantially equal month deposits in an amount which will result in the Required Reserve Fund Amount being on deposit in the Reserve Fund

within not more than sixty (60) months from the date of the passage of this Resolution, and such monthly deposits shall take into account the amounts already on deposit in said Reserve Fund.

When the Required Reserve Fund Amount has been fully accumulated, said monthly payments to said Fund may be terminated; provided, however, should the money in the Reserve Fund be utilized so the Reserve Fund balance is less than the Required Reserve Fund Amount, after the same has been accumulated, monthly deposits shall be made in an amount not less than one-twelfth (1/12th) of the amount of the deficiency and shall continue to be made on or before the twenty-fifth (25th) day of each month until the Required Reserve Fund Amount has been fully restored.

Money in the Reserve Fund may be, at the option of the Authority, invested or reinvested from time to time in direct obligations of or obligations the principal and interest of which are guaranteed by the United States of America or invested in direct obligations of or participation certificates guaranteed by the Federal Intermediate Credit Banks, Federal Land Banks, Federal National Mortgage Association, Federal Home Loan Banks, Banks for Cooperatives, and in certificates of deposit of any bank which is a member of the Federal Deposit Insurance Corporation, and such certificates of deposit are fully insured and/or secured by a pledge of the securities of any of the kind hereinabove specified, such obligations or securities to mature in not more than ten years from the date of such investment or not later than the final maturity of the Bonds Similarly Secured Outstanding for which the Reserve Fund is established, whichever is shorter. Any obligations in which money is so invested shall be kept in escrow with the custodian of said Fund, and shall be promptly sold when notified by the Authority that moneys on deposit in the Bond Fund are insufficient to make a current interest and/or principal payment on Bonds Similarly Secured, and the proceeds of sale of such investments and/or moneys on deposit in the Reserve Fund in an amount sufficient to meet the deficiency in the Bond Fund shall be immediately transferred to the Bond Fund, without further notice or authorization. The Authority shall direct the investment of moneys on deposit in the Reserve Fund.

Investment income and profits realized from the investment of the Reserve Fund shall be retained therein as may be necessary to fully establish or restore the Required Reserve Fund Amount and thereafter shall be transferred to the Revenue Fund.

Investments in the Reserve Fund shall be valued at the lower of cost or market on June 1 of each year, by the chief financial officer of the Authority. In the event the amount contained in the Reserve Fund (as the result of such valuation) is less than the amount then required to be on deposit, additional deposits in an amount equal to not less than 1/12th of the deficiency shall be made monthly, beginning on the 25th day of October next following until the deficiency has been corrected. In the event the amount contained in the Reserve Fund (as a result of such valuation) is more than the Required Reserve Fund Amount, the amount of such excess may be transferred to the Revenue Fund and shall be so transferred if directed by the Authority.

SECTION 16: Deficiencies in Funds. If in any month the Authority shall, for any reason, fail to pay into the Bond Fund and Reserve Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into said Funds from the first available and un-allocated Pledged Revenue of the following month or months, and such payments shall be in addition to the amount hereinabove provided to be otherwise paid into said Funds during such month or months.

SECTION 17: Remainder of Revenues. Money remaining in the Revenue Fund, after making the payments required in items (1) through (4) of the last paragraph of Section 13, shall be transferred to any other fund created by this Resolution and used as a credit to the amount that would otherwise be required to be paid by the City under Section 3.01 of the Contract.

SECTION 18: Security of Funds and Their Transfer. All moneys on deposit in the special Funds for which this Resolution makes provision (except any portions thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys in such special Funds shall be used only for the purposes permitted by this Resolution.

While any of the Bonds are Outstanding, the Board of Directors shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Bond Fund and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal of the Bonds accrues or matures or comes due by reason of redemption prior to maturity, such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds.

SECTION 19: Issuance of Additional Parity Bonds. In addition to the right to issue bonds of inferior lien as authorized by the laws of this State, the Authority reserves the right hereafter to issue Additional Bonds. The Additional Bonds, when issued, shall be payable from and secured by a first lien on and pledge of the Pledged Revenue in the same manner and to the same extent as are the Bonds and the Previously Issued Bonds. Bonds Similarly Secured shall in all respects be of equal dignity. The Additional Bonds may be issued in one or more installments provided, however, that no Additional Bonds shall be issued unless and until the following conditions have been met:

(a) The Authority is not then in default as to any covenant, condition or obligation prescribed in a resolution authorizing the issuance of the Outstanding Bonds Similarly Secured or the Contract (including any amendment or supplement thereto).

(b) A consulting engineer certifies to the Authority the need for an estimated amount of additional financing required for completion, expansion, enlargement or improvement of the Project.

(c) The City of Sherman, Texas, shall have approved the resolution(s) authorizing the issuance of the Additional Bonds as to form and content and acknowledged that the payment of principal of and interest on such bonds is payable, in whole or in part, from payments to be made by the City of Sherman, Texas, under and pursuant to the Contract.

(d) The Additional Bonds are made to mature on October 1 or April 1 or both in each of the years in which they are scheduled to mature.

(e) The resolution authorizing the issuance of the Additional Bonds provides for deposits to be made to the Bond Fund in amounts sufficient to pay the principal of and interest on such Additional Bonds as the same become due.

(f) The resolution authorizing the issuance of the Additional Bonds provides that (i) the amount to be accumulated and maintained in the Reserve Fund shall be in an amount equal to not less than the average annual requirement (calculated on a Fiscal Year basis) of the

Outstanding Bonds Similarly Secured, as of the date of the last series of Bonds Similarly Secured after giving effect to the issuance of the Additional Bonds) for the payment of principal of and interest on all obligations to be secured by a first lien on and pledge of the Pledged Revenue, and (ii) any additional amount to be maintained in the Reserve Fund shall be accumulated within not more than 60 months from the date of the passage of the resolution authorizing the issuance of the proposed Additional Bonds.

(g) The Authority will demonstrate to the Executive Administrator of the Texas Water Development Board that the Pledged Revenues will be sufficient to pay the Previously Issued Bonds, the Bonds and the proposed Additional Bonds.

Bonds Similarly Secured may be refunded (pursuant to any law then available) upon such terms and conditions as the governing body of the Authority may deem to be in the best interest of the Authority, and if less than all such Outstanding Bonds Similarly Secured are refunded the proposed refunding bonds shall be considered as "Additional Bonds" under the provisions of this Section, but the certificate required in subdivision (b) shall not be required or be applicable to the issuance of such refunding bonds.

SECTION 20: Insurance. The Authority covenants that it will at all times keep insured such of its plants, structures, buildings, stations, machinery, equipment, apparatus, distribution pipelines and equipment, as are usually insured by corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by corporations operating like properties, and will also at all times maintain worker's compensation insurance and insurance against public liability and property damages to the extent permitted by law, in a reasonable amount with a responsible insurance company or companies; provided, however, that any time while any contractor engaged in construction work shall be fully responsible therefor, or the Authority has assumed such responsibility, the Authority shall not be required to carry such insurance.

SECTION 21: Records - Accounts - Accounting Reports. The Authority hereby covenants and agrees that so long as any of the Bonds Similarly Secured or any interest thereon remain Outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts on a Fiscal Year basis pertaining to the operation of the Project separate and apart from all other records and accounts of the Authority in accordance with accepted accounting practices, and complete and correct entries shall be made of all transactions relating to said Project. The Holder or Holders of any Bonds Similarly Secured, or any duly authorized agent or agents of such Holders, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the Project and all properties comprising same. The Authority further agrees that within one hundred twenty (120) days following the close of each Fiscal Year, or as soon thereafter as possible, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants or Licensed Public Accountants. Each such audit, in addition to whatever other matters may be thought proper by the Accountant shall particularly include the following:

- (a) A detailed statement of the receipts and disbursements from the Revenue Fund.
- (b) A balance sheet as of the end of such Fiscal Year.

(c) The Accountant's comments regarding the manner in which the Authority and the City have complied with the covenants and requirements of this Resolution and the Contract

and his recommendations for any changes or improvements in the operation, records and accounts of the Authority.

(d) A list of the insurance policies in force (if obtained by the Authority) at the end of the Fiscal Year on the Project properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date.

(e) A list of the securities which have been on deposit as security for money in the Bond Fund and Reserve Fund throughout the Fiscal Year, a list of the securities, if any, in which money in the Bond Fund and Reserve Fund has been invested, and a statement of the manner in which money in the Revenue Fund has been secured in such Fiscal Year.

Expenses incurred in making the audits above referred to are to be regarded as Maintenance and Operating Expenses of the Project and paid as such. Copies of the aforesaid annual audit shall be immediately furnished to the Executive Director of the Municipal Advisory Council of Texas at his or her office in Austin, Texas, and, upon written request, to the initial Holder and any subsequent Holder of the Bonds Similarly Secured.

By its approval of this Resolution, the City of Sherman, Texas, agrees, in order to secure its obligations under the Contract, to maintain rates and charges for its utility system sufficient to pay all of its obligations secured by and made payable from the revenues derived from the operation of its utility system.

SECTION 22: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Authority covenants and agrees particularly that in the event the Authority (a) defaults in payments to be made to the Bond Fund or Reserve Fund as required by this Resolution, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Resolution any Holder shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board of Directors and other officers of the Authority to observe and perform any covenant, condition or obligation prescribed in this Resolution.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 23: Special Covenants. The Authority hereby further covenants as follows:

(a) It has the lawful power to pledge the revenues supporting this issue of Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas; that the Bonds, Previously Issued Bonds, and the Additional Bonds, when issued, shall be ratably secured under said pledge of the Pledged Revenue in such manner that one bond shall have no preference over any other bond of said issues.

(b) Other than for the Bonds and the Previously Issued Bonds, the Pledged Revenue has in no manner been committed or pledged to the payment of any debt or obligation of the Authority.

(c) So long as any of the Bonds or any interest thereon remain Outstanding, the Authority will not sell or encumber the Project or any substantial part thereof; provided, however, this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the Project, and, also, with the exception of the Additional Bonds expressly permitted by this Resolution to be issued, it will not encumber the Pledged Revenue unless such encumbrance is made junior and subordinate to all of the provisions of this Resolution.

(d) The Authority will maintain rates and charges to the City sufficient to meet the debt service requirements on the Outstanding obligations of the Authority that are supported by such revenues.

None of the special covenants herein appearing shall be construed in any manner which would deprive the Authority of its right to pledge any revenues produced by modification of the Contract and specifically designated to meet obligations incurred in providing the Authority with enlarged or additional facilities; further, that none of said covenants shall be construed in any manner which would deprive the Authority of its right to pledge that part of any revenue or income derived by it from other future contracts with other cities, towns or villages or the Authority or others and required to satisfy conditions for payment of other bonds or obligations issued by the Authority and such right is especially reserved.

SECTION 24: Bonds are Special Obligations. The Bonds are special obligations of the Authority payable from the Pledged Revenue and the Holders thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

SECTION 25: Bonds are Negotiable Instruments. Each of the Bonds herein authorized shall be deemed and construed to be a "Security" and as such a negotiable instrument, within the meaning of Texas Business & Commerce Code, Chapter 8, as amended.

SECTION 26: Resolution a Contract - Amendments. This Resolution shall constitute a contract with the Holders from time to time, be binding on the Authority, and shall not be amended or repealed by the Authority so long as any Bond remains Outstanding except as permitted in this Section and in Section 39 hereof. The Authority, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Resolution in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Authority may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds Similarly Secured then outstanding, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the consent of all Holders of the Bonds then outstanding, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 27: Satisfaction of Obligation of Authority. If the Authority shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Resolution, then the pledge of the Pledged Revenue under this Resolution and all other obligations of the Authority

to the Holders shall thereupon cease, terminate, and become void and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The Authority covenants that no deposit of moneys or Government Obligations will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Authority or deposited as directed by the Authority. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall, upon the request of the Authority, be remitted to the Authority against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Authority shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 28: Notices to Holders-Waiver. Wherever this Resolution provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 29: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Authority, shall be delivered to the Paying

Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Authority may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Authority may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Authority.

SECTION 30: Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the Authority and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Authority and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 31: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“Closing Date” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (i) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (ii) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Authority shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Authority receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Authority shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Authority shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Authority or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Authority shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Authority shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Authority shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Authority shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The Authority shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the Authority may commingle Gross Proceeds of the Bonds with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the Authority shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Authority shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the

interest thereon from the gross income of the owners thereof for federal income tax purposes, the Authority shall pay to the United States out of the general fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Bond Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The Authority shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Authority shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The Authority hereby directs and authorizes the President, Vice President, Secretary and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 32: Sale of Bonds – Official Statement. The Bonds authorized by this Resolution may be sold by the Authority to the purchaser(s) (herein referred to as the "Purchasers") by (i) negotiated sale, in accordance with a bond purchase agreement (the "Purchase Contract"), (ii) by private placement, in accordance with an agreement to purchase or other agreement, or (iii) by competitive bidding, in accordance with the successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the Authority and as the act and deed of this Board.

The President and Secretary of the Board of Directors of the Authority are further authorized and directed to execute and deliver for and on behalf of the Authority copies of a

Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer shall be deemed to be approved by the Board of Directors of the Authority and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 33: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and accrued interest received from the Purchasers of the Bonds) shall be deposited to the credit of an account maintained on the books and records of the District and, if not immediately invested, in a fund kept at a depository bank of the Authority. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, including guaranteed investment contracts permitted in Texas Government Code., Section 2256.015, et seq, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Bond Fund as shall be determined by the Board of Directors; all in accordance with written instructions from the Authority or its financial advisor. Any accrued interest received from the Purchasers and as well as all surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Bond Fund.

SECTION 34: Control and Custody of Bonds. The President of the Board of Directors of the Authority shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bonds pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchaser.

SECTION 35: Legal Opinion. The Purchaser's obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds by the initial purchasers. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with the Depository Trust Company.

SECTION 36: CUSIP Numbers. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Authority nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

SECTION 37: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 38: Further Procedures. Any one or more of the President, Vice President, Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Authority all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in

order to carry out the terms and provisions of this Resolution and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, Vice President, Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, and Bond Counsel are each hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the documents authorized and approved by this Resolution: (i) in order to cure any technical ambiguity, formal defect, or omission in the Resolution or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Resolution, which determination shall be final. In the event that any officer of the Authority whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. The Authority shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in the year stated in the Pricing Certificate, financial information and operating data with respect to the Authority and the City of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part such financial information and operating data, audited financial statements of the Authority and the City, when and if available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the Authority and the City, respectively, may be required to employ from time to time pursuant to state law or regulation, and audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Authority shall file unaudited financial statements within such twelve-month period and audited financial statements when and if such audited financial statements become available.

If the Authority changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Material Event Notices. The Authority shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Authority, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Authority in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority and (b) the Authority intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The Authority shall notify the MSRB, in a timely manner, of any failure by the Authority to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Section with respect to the Authority and the Bonds while, but only while, the Authority remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Authority in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the Authority to be no longer such an "obligated person".

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the Authority or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Authority in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Authority from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the Authority if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Authority's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the Authority so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 40: Benefits of Resolution. Nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person other than the Authority, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar, and the Holders.

SECTION 41: Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters contained herein.

SECTION 42: Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 43: Incorporation of Findings and Determinations. The findings and determinations of the Board of the Authority contained in the preambles hereof are hereby incorporated by reference and made a part of this Resolution for all purposes as if the same were restated in full in this Section.

SECTION 44: Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 45: Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 46: Contract. The Contract is amended to include the Series 2019A Project and a description of the Series 2019A Project shall be attached to the contract as Exhibit D. In all other respects the Contract is reapproved and shall be and remain in full force as the agreement of the parties.

SECTION 47: Public Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 48: Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this August 19, 2019.

GREATER TEXOMA UTILITY AUTHORITY



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(Seal)

EXHIBIT A

Form of Paying Agent/Registrar Agreement

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of _____, 2019 (this "Agreement"), by and between the Greater Texoma Utility Authority (the "Issuer"), and _____, a banking association duly organized and existing under the laws of the United States of America, (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the execution and delivery of its "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Sherman Project)" (the "Securities"), dated _____, 2019 such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on or about _____, 2019; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the Holders thereof; all in accordance with this Agreement and the "Bond Resolution" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities, and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Bond Resolution."

The Bank hereby accepts its appointment and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any

of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security that has become accelerated pursuant to the terms of the Security.

"Bank Office" means the principal offices of the Bank located at the address appearing on the execution page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Bond Resolution" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, certified by the Secretary or any other officer of the Issuer and delivered to the Bank.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Resolution).

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Bond Resolution.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Bond Resolution the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank", "Issuer", and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date. All payments of principal and/or interest on the Securities to the Holders shall be accomplished (i) by the issuance of checks, payable to the Holders, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Security Register or (ii) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities at the dates specified in the Bond Resolution.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register. A copy of the Security Register shall be located in Texas.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be canceled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Certificates. The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that which is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those that the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Canceled Certificates. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost, or Stolen Securities. The Issuer hereby instructs the Bank, subject to the applicable provisions of the Bond Resolution, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over-issuance.

In case any Security shall be mutilated or destroyed, lost, or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after the receipt of a written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of any mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance upon Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any

Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer that appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereupon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations that qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such paying agent account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for four (4) years after final maturity of the Security has become due and payable will be paid by the Bank to the Issuer, and the Holder of such Security

shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DT Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establish requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the execution page hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08 Entire Agreement. This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar, and if any conflict exists between this Agreement and the Bond Resolution, the Bond Resolution shall govern.

Section 6.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/ Registrar has been appointed by the Issuer and such appointment accepted and (b) notice given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time that would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GREATER TEXOMA UTILITY AUTHORITY

By: _____
Pricing Officer

Address:
5100 Airport Drive
Denison, Texas 75020

By: _____

Title: _____

Address:

ANNEX A

Fee Schedule

EXHIBIT B

Contract For Water Supply and Sewer Service

CONTRACT FOR WATER SUPPLY AND SEWER SERVICE

THE STATE OF TEXAS

THE COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into as of March 1, 1985, between the GREATER TEXOMA UTILITY AUTHORITY (hereinafter referred to as the "Authority"), a conservation and reclamation Authority, a governmental agency, a political subdivision of the State of Texas, and a body politic corporate, duly created, existing and acting by virtue of Chapter 97, Acts of the 66th Legislature of Texas, Regular Session, 1979, as amended, (the "Act") and the CITY OF SHERMAN, TEXAS, a municipal corporation in the County of Grayson, Texas (hereinafter referred to as the "City") duly created and existing under the laws of the State of Texas:

W I T N E S S E T H:

WHEREAS, the Authority, acting pursuant to the Act, proposes to issue its bonds for the purpose of providing (i) certain sanitary sewer collection and treatment facilities for use by the City, and (ii) an additional supply of water to the City and certain water supply facilities in order to store and transport such water to the City; and

WHEREAS, certain revenues to be received by the Authority from the City under this Agreement are to be pledged to the payment and security of the bonds to be issued by the Authority and will constitute the basis for the Authority's credit in financing such facilities; and

WHEREAS, the Authority and the City, acting through their duly constituted governing bodies, have mutually agreed upon the terms and conditions of this Agreement; now, therefore

IN CONSIDERATION of the mutual covenants, agreements and undertakings herein set forth, the parties hereto hereby agree and contract as follows:

Definitions

SECTION 1.01: Unless the context shall indicate a contrary meaning or intent, the terms below defined, for all purposes of this contract and any contract amendatory or supplemental to this contract, shall be construed or used and are intended to have meanings as follows:

- (a) "Authority" shall mean the Greater Texoma Utility Authority, or its successor.
- (b) "Board" and "Board of Directors" shall mean the Board of Directors of the Authority.
- (c) "Bond Resolution" shall mean any resolution of the Board of Directors authorizing the issuance of the Bonds and providing for their security and payment, as such resolution(s) may be amended from time to time as therein permitted, where the proceeds from the sale of the Bonds will be used to discharge the cost of the Project.
- (d) "Bonds" shall mean any Bonds to be issued by the Authority for the purpose of providing funds to pay the necessary costs of the Project, whether in one or more series or issues, or any Bonds issued to refund same.
- (e) "City" shall mean the City of Sherman, Texas.
- (f) "Cost of the Project" shall mean, with respect to the water Project or the sewer Project, all cost and expense incurred in connection with the acquisition, construction, improvements, enlargement, extension and repair of the Project, including, without limiting the generality of the foregoing, the cost of the acquisition of all land, rights-of-way, property rights, easements, and interests, the cost of all machinery and equipment, financing charges, interest and administrative expenses expected to accrue during the period of construction, the funding of any reserve funds created by the Bond Resolution(s), cost of estimates and of engineering and legal services, plans, specifications, surveys, estimates of cost and of revenue, other expenses necessary or incident to determining the feasibility and practicability of acquiring, constructing, improving, enlarging, extending, or repairing the Project, and such other expense as may be necessary or incident to the acquisition, construction, improvement, enlargement, extension or repair of the Project and all legal fees, printing and other cost, fees and expenses necessary for or incident to the issuance of the Bonds.
- (g) "Engineer" shall mean a registered, professional engineer (who may be the City Engineer or the Authority's Engineer). The City and Authority agree that the Engineer may be a

different firm on different aspects of the Project; that the Engineers (and the scope of their work) are set forth in Exhibit A; and that the Project will be acquired; constructed, improved, enlarged, extended and repaired in accordance with the plans and specifications prepared under the supervision of the Engineers. It is further agreed that an Engineer may be changed or added and the scope of duties adjusted by the Authority, subject to the consent of the City.

- (h) "Fiscal Year" shall mean the twelve month operating period (under this Agreement) commencing October 1st of each year, provided such twelve month period may be changed one time in any three calendar year period by agreement of the Authority and the City (which agreement, if made, shall be attached hereto as an exhibit).
- (i) "Maintenance and Operation Expense of the Project" shall mean the expense of maintenance and operation of the Project including all salaries, labor, materials, interest, repairs, and replacements necessary to render efficient service, or which might be necessary to meet some physical accident or condition which would otherwise impair the security of the Bonds. Such term shall not include depreciation.
- (j) "Operator" shall mean the party to this contract who is designated (in Exhibit B) as the party responsible for the act to be performed.
- (k) "Project" shall mean, collectively, the Water Project and the Sewer Project.
- (l) "Sewer Project" shall mean the sanitary sewer facilities which are to be (i) constructed or acquired in order to meet the contractual obligations hereunder, and (ii) financed by the Authority through the issuance of bonds or other obligations, to the extent the same are payable from the money paid or required to be paid by the City under this Agreement; or obtained as grant funds, from any source, for the purpose of paying all or part of the Cost of the Project described in Exhibit C (as now or hereafter amended).

- (m) "Water Project" shall mean the water supply, storage and transmission facilities which are to be (i) constructed or acquired in order to meet the contractual obligations hereunder and (ii) financed by the Authority through the issuance of bonds or other obligations, to the extent the same are payable from the money paid or required to be paid by the City under this Agreement or obtained as grant funds, from any source; for the purpose of paying all or part of the Cost of the Project described in Exhibit "D" (as now or hereafter amended).

ARTICLE II

Representations and Agreements

SECTION 2.01: The City's Representations and Agreements.
In connection with its undertakings hereunder, the City represents to the Authority and agrees with the Authority as follows:

- (a) In its capacity as a duly incorporated City of Texas, it is empowered under applicable laws of Texas, particularly under the Interlocal Cooperation Act, to enter into the engagements prescribed for it under this agreement and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this contract.
- (b) It will timely pay to the Authority the full amount it is required to pay under the provisions of this contract for the services supplied by the Project.
- (c) That it will plan, construct, maintain, operate and finance its own utility system and set retail rates to individual customers for water and sanitary sewer service adequate to pay all City obligations secured by and made payable from the revenues derived from the operation of the City's combined Water and Sanitary Sewer System.
- (d) That it will cooperate with the Authority in the performance of the duties and responsibilities assigned to the Authority by this contract.

SECTION 2.02: Representations and Agreements of Authority.
In connection with its undertakings hereunder, the Authority represents to the City and agrees with the City as follows:

- (a) In its capacity as a conservation and reclamation Authority created by the Act, pursuant to Article XIV, Section 59 of the Texas Constitution, it is empowered under applicable laws of the State of Texas, particularly under the Interlocal Cooperation Act and the Texas Water Code, to enter into the engagements prescribed for it under this agreement and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this contract.
- (b) That it will finance all costs of the Project not provided by the City and any grant secured for the construction of the Project.

SECTION 2.03: Construction. The Operator agrees to assume responsibility for the construction of the Project and the Authority will enter into such contracts as are necessary to provide the Project. To this end, the Authority and the City agree that:

- (a) Unless otherwise agreed by the parties, the Operator shall be responsible for the preparation of final plans and specifications for the Project.
- (b) Final plans and specifications for the Project shall be subject to the approval of the Authority and the City.
- (c) All construction contracts shall be let and awarded pursuant to the laws applicable to the Authority.
- (d) The Authority shall let and award all construction contracts, subject to the approval of each contract by the City.
- (e) The Authority shall deposit from the proceeds from the sale of its Bonds in a special Construction Fund to be created and established by the Bond Resolution(s), an amount of money which shall be specified in said Bond Resolution(s). The Authority shall draw on and use said Construction Fund to pay the cost of acquiring, constructing, improving, extending, enlarging and repairing the Project.

- (f) Unless otherwise agreed by the parties, the Operator shall be responsible for the acquisition of all land, rights-of-way, property rights, easements and interest required to provide the Project, subject to the approval of the City and the Authority.

ARTICLE III

Fiscal Matters

SECTION 3.01: Payment for Service. The Authority will provide from the proceeds received through the issuance and sale of its Bonds such funds as are necessary, when coupled with any funds or property provided by the City and any grant received for the purpose of providing all or part of the Project. It is agreed that the City and its customers shall have the exclusive use of the entire Project for the useful life of the Project. In consideration for the Authority's obligation hereunder, the City recognizes and agrees that the Authority will acquire an undivided interest in the Project equivalent to the percentage of the total cost of the Project provided by the Authority through the issuance and sale of its Bonds. It is further agreed that the City's obligations to make any and all payments specified in this Article will terminate when all of the Authority's Bonds issued in connection with the Project have been paid in full and retired and are no longer outstanding. It is further understood and agreed that the Authority's only source of funds to pay the principal of and interest on its Bonds is from the payments to be made by the City to the Authority under this contract, and the City agrees that it will make to the Authority the following payments:

- (a) Monthly amortization payment -- Such amounts, payable monthly on or before the 25th day of each month, in approximately equal installments, as are necessary to pay (i) the principal coming due on the Authority's Bonds on the next succeeding principal payment date; (ii) the interest coming due on the Authority's Bonds on the next succeeding interest payment date; and, (iii) the fees and charges of the Paying Agent(s) for paying or redeeming the Bonds and interest thereon coming due on each applicable date.
- (b) Reserve Fund Payment -- Such amount as is required to be paid into the Reserve Fund from the Revenue Fund (out of payments to be made by the City) under the Bond Resolution in order to establish, maintain or replenish the Reserve for the security and payment of Bonds similarly secured.

- (c) Administrative Payment -- An amount sufficient to pay the administrative and overhead expenses of the Authority, directly attributable and chargeable to the Bonds and the Project, including the cost of routine annual accounting reports.
- (d) Extraordinary Expense Payment -- Such amounts, as are necessary to pay or reimburse the Authority for any extraordinary or unexpected expenses or costs reasonably and necessarily incurred by the Authority in connection with the Bonds and the Project, such as expenses of litigation, if any, and costs of special studies and special professional services, if and when required by any governmental directive or regulation or as may be agreed between City and Authority.
- (e) The cost of Maintenance and Operation of the Project (for which provision is made in Section 3.03) if the Authority is the Operator under that Section.

SECTION 3.02: Time for Making of Payments. The City agrees to make the payments required by Section 3.01 at the times hereafter specified:

- (a) Monthly Amortization Payments -- the City shall commence making monthly amortization payments at such time as any amount required by the Bond Resolution(s) to be deposited into an escrow account for the payment of interest on the Bonds during the Project construction period has been fully exhausted, provided that such payments shall commence in no event later than the earlier of (i) twelve months prior to the first principal payment date specified in the Bond Resolution(s), or (ii) six months prior to the first interest payment date for which monies are not set aside for the payment of the interest coming due on such date from the proceeds of the Bonds. Monthly amortization payments shall continue to be made throughout the term of the contract and shall be adjusted by the City so as to provide for the accumulation of the full amount of debt service requirements (principal, interest and paying agent fees due on any given payment date) on or before the first day of the month such debt service requirements become due.

- (b) Reserve Fund Payment -- the City shall commence making these payments on the 25th day of a month, as may be provided in the Bond Resolution, after the delivery of the initial series of Bonds to provide the Project, and upon the issuance of additional Bonds, shall increase the payments in accordance with the Resolution authorizing such Bonds.
- (c) Administrative Payment -- the City shall commence making the administrative payment on the 10th day following the effective date of this Contract, and thereafter such payment shall be made on the 25th day of each month thereafter throughout the term of this contract.
- (d) Extraordinary Expense Payment -- the City shall make any extraordinary expense payment immediately upon receipt of the statement therefor.
- (e) Maintenance and Operating Expenses: (i) if the City is designated as the Operator under Section 3.03, such expenses shall be paid by the City as the same become due; or (ii) if the Authority is designated as the Operator under Section 3.03, the City shall pay (up to the amount annually budgeted for such expenses) the amount which the Authority determines shall be required in such months, such payments to be made on or before the 25th day of each month after the Project becomes operational. The annual budget shall be prepared by the Authority at least thirty (30) days prior to the date the Project is to become operational, or, thereafter prior to the beginning of each fiscal year; the budget shall then be submitted to the City which may indicate exceptions or suggestions, which shall then be considered by the Board. If an annual budget is found to be insufficient or excessive, the parties agree the same shall be taken into consideration by an amendment, as well as the budget for the following year, with the view that additional payments shall be made or credit shall be given so that expenditures match receipts over the fiscal year or an adjustment is made in the following month.

SECTION 3.03: Maintenance and Operation of the Project.
 Unless otherwise agreed by the parties, it is agreed that the Operator will be responsible for maintaining and operating the Project for the entire term of this Contract, and shall

pay all costs and expenses incurred in regard to the maintenance and operation of the Project. The Operator hereby agrees and covenants to operate and maintain the Project in accordance with accepted good business and engineering practices and in accordance with all applicable federal and state laws, including any rules and regulations issued by appropriate agencies in the administration of said laws. If the City is the Operator under this Section, the City agrees to indemnify and to save and hold harmless the Authority from any and all claims, damages, losses, costs and expenses, including reasonable attorney fees, arising at any time from the acquisition, existence, ownership, operation and maintenance of the Project.

SECTION 3.04: Insurance. The Operator specifically agrees to carry fire, casualty, public liability, or other insurance on the Project for purposes and in amount which would ordinarily be carried by a municipal corporation owning and operating such facilities. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment so as to minimize the interruption of services of such facilities. All premiums for such insurance shall constitute a maintenance and operation expense of the Project.

SECTION 3.05: Covenant of Timely Payment. The City covenants that it will timely make (i) the monthly amortization payments and (ii) the additional payments specified hereunder in accordance with the provisions of this contract as the same shall become due and payable, irrespective of whether service of the Project has been abandoned or discontinued, or if the Project has been rendered wholly or partially unuseful by reason for "force majeure". The City recognizes the fact that the Authority will use the payment received from the City hereunder to pay, secure and finance the issuance of the Bonds, and the holders of the Bonds shall be entitled to rely on the foregoing covenant of payment regardless of any other agreement that may exist between the Authority and the City.

SECTION 3.06: Late Payment Penalty. Should the City fail to make any payment at the times herein specified, interest on such amounts shall accrue at the rate of ten per centum (10%) per annum from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within sixty (60) days from the date such payment becomes due, the Authority may institute a proceeding for a mandatory injunction requiring the payment of the amount due and interest thereon, such action to be instituted in a court of competent jurisdiction.

SECTION 3.07: Priority of Charges - City to Fix Adequate Rates.

- (a) The City represents and covenants that all payments to be made by it hereunder shall constitute "operating expenses" of the City's combined Water and Sanitary Sewer System.
- (b) The City further agrees to fix and collect such rates and charges for water and sanitary sewer services to its customers as will make possible the prompt payment of all expenses of operating and maintaining its combined Water and Sewer System, including all payments, obligations and indemnities contracted hereunder.

SECTION 3.08: Nature of Obligation of City. The payments required to be made by the City under the terms of this Contract shall be due and payable in any and all events regardless of whether there shall be, for any reason, a delay in the completion of all or any part of the Project and regardless of whether the Project shall have been wholly or partially destroyed or damaged. The agreements of the City shall be and are separate and independent covenants and the City shall have no rights of setoff, recoupment, or counterclaim. The Authority shall never have the right to demand payment of any amounts due hereunder by the City out of funds raised or to be raised by taxation. Any obligations assumed or imposed on either party hereto shall never be construed to be a debt of such party of a kind that would require it to levy and collect taxes to discharge any such obligation, it being expressly understood by the parties hereto that the funds required for all payments due from the City pursuant to this Contract are to be collected from the sources referenced herein, and by no other.

ARTICLE IV

Miscellaneous Provisions

SECTION 4.01: Contract Term. The obligation of the City to promptly make all prescribed payments shall commence with the delivery of the first series of Bonds issued to fund the cost of the Project and continue for the period during which the Bonds are outstanding and unpaid.

SECTION 4.02: Useful Life of Project. The City and Authority agree and mutually find that the anticipated useful life of the Project equals or exceeds the period specified in the Bond Resolution(s) for the maturity of all Bonds authorized to be issued.

SECTION 4.03: Abandonment of Use of Project. It is specifically recognized by the parties hereto that the City, during the term of this contract, may acquire other sewer facilities so as to make the continued operation of the Project uneconomical so it will be to the best interest of the parties to discontinue the operation of the Project.

Should the City choose to discontinue the operation of all or part of the Project, the City shall have the exclusive right to the salvage of all of the properties and improvements constituting the Project so discontinued. Any cost of salvage will be a maintenance and operating expense of the City, and any money realized from such salvage will serve as a reduction of such expense. The City shall retain the use of the land where the Project is situated and all remaining improvements thereon for its corporate purposes.

The abandonment of the use of the Project shall have no effect upon the obligations of the City to the Authority provided for by this contract and all payments provided for by this contract shall remain obligations of the City of the same nature as provided for by this contract.

SECTION 4.04: Modification of Provisions. This contract may be changed and modified only with the consent of the governing bodies of all parties signatory. Such modification may be requested by either party, in which event a joint meeting of the governing bodies or of their duly authorized and appointed representatives shall be held not less than thirty (30) days after the giving of such notice. At such joint meeting, the suggested changes or modifications shall be considered, discussed and settled. No such change or modification may be made which will affect adversely the payment when due of all monies required to be paid by the City under the terms of this contract and no such change will be effective which affects adversely or causes a violation of any covenants contained in the Bond Resolution(s).

If for any reason the City may desire the construction of additional facilities over and above those now contemplated, and provided that same are within the legal and economic capabilities of the Authority, provision therefor shall be made by means of a supplement hereto, the terms of which are to be negotiated between the City and the Authority.

SECTION 4.05: Regulatory Provisions. This contract shall be subject to all valid rules, regulations and laws applicable thereto, as promulgated by the United States of America, the State of Texas, or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

SECTION 4.06: Taxes. In the event any sales or use taxes, or taxes of any nature, are hereafter imposed upon the Project, or the Authority on account of the acquisition, existence, ownership, operation and maintenance of the Project, the amount of such taxes shall be treated as operating expenses of the Project.

SECTION 4.07: Title to Water and Sewage. Title to all water and sewage put into the Project under this agreement shall be in the city.

SECTION 4.08: Notices. Any notice, request, demand, statement or bill provided for in this agreement shall be in writing and shall be considered to have been duly delivered when sent by registered mail, addressed as follows:

To the Authority:

5100 Airport Drive
Denison, Texas 75020
Attention: President, Board of
Directors

To the city:

City Hall
P. O. Box 1106
Sherman, Texas 75090
Attention: Mayor, City of Sherman

as the case may be, except that routine communications may be sent by ordinary mail and except that either party, by the filing of an appropriate written notice to the other, may specify some other individual to whom communications thereafter are to be addressed.

SECTION 4.09: Covenant to Enforce Contractual Obligations. The Authority covenants that it will enforce the obligations of the City hereunder as may be required to accomplish the purpose of this contract. Either party may enforce any obligations hereunder owed to it by the other party.

SECTION 4.10: Consequences of City Default. The Authority and the City agree that in the event of default or threatened default, in the payment of principal or of interest on the Bonds, any court of competent jurisdiction upon petition of the holders of twenty-five percent (25%) of the principal amount of the then outstanding Bonds of the Authority shall appoint a receiver with authority to collect and receive all resources pledged to the payment of the Bonds, enforce all rights arising from default, if any, by the City in making payment under this contract, and take charge of the pledged funds on hand and manage the proprietary affairs of the Authority insofar as such affairs relate to the

Project. The court may further vest the receiver with such powers and duties, as the court may find necessary for the protection of the holders of the Bonds.

SECTION 4.11: Further Agreements of the Parties. The parties hereto specifically recognize that the City has heretofore issued, sold and delivered revenue bonds that are payable from and secured by a lien on and pledge of the net revenue of its combined Water and Sanitary Sewer System; that the bonds so issued and delivered (which remain outstanding) are fully described in Exhibit E.

The City represents to the Authority:

- (a) There is no provision in the ordinances authorizing the issuance of such revenue bonds which prohibits the City from entering into and executing this contract.
- (b) The execution of this contract and the operation thereunder will not in any way impair the obligation of contract by and between the City and the owners of its outstanding bonds payable from revenues of its Water and Sanitary Sewer System since the Project is in furtherance of governmental policy, not inconsistent with the existing contractual obligations of the City.

SECTION 4.12: Control of Project by Operator. The parties hereto recognize and it is specifically agreed that after completion of the Project and during the term of this contract, the Operator shall have the exclusive right to the use and utilization of the Project, for the benefit of the City; that the Operator without hindrance from the Authority or the City, or the employees or other agents of either of them, may operate, maintain, repair, enlarge, improve, extend, provide for additions to or otherwise control, manage and keep up the said Project.

Except as specified in this Article, the abandonment of the use of all or part of such Project has no effect upon the obligations of the parties.

SECTION 4.13: Force Majeure.

- (a) If for any reason of "force majeure" either of the parties hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligation of City to make the payments required under the terms of Section 3.01 hereof, then if such party shall

give notice and full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event, or cause relied on, the obligation of the party giving such notice, so far as it is affected by such "force majeure" shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such parties shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of a public enemy, orders or actions of any kind of the Government of the United States of America or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakages or accident to dams, machinery, partial or entire failure of water supply and inability on the part of the Authority to deliver water hereunder or to provide sewage treatment or of the City to receive water or to deliver sewage treatment, on account of any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch, shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No failure of Authority to meet any obligation by reason for force majeure shall relieve the City from its obligations to make the payments required under the terms of Section 3.01 hereof.

(b) No damage shall be recoverable from Authority by reason of the suspension of the operation of the Project due to any of the causes above mentioned. If Operator's ability to operate the Project is affected by any of such causes, the Operator shall promptly notify the other party in writing giving the particulars as soon as practicable after the occurrence of the cause or causes for such interruption.

(c) It is expressly recognized by City that the Operator may be compelled to make necessary alterations, repairs or extensions of new or additional facilities from time to time during the life of this Agreement and any suspensions of the operation of the Project due to such operation shall not be cause for claim of damage on part of the Operator provided all reasonable effort is used by the Operator to provide City with the service afforded by the Project in accordance with this Agreement. In such case, the Operator shall give

the other party as much advance notice as may be practicable of the suspension of operation and of the estimated duration thereof.

SECTION 4.14: Easements. City agrees that Authority may have such easements over any easements, right of way or property held by City so that the facilities herein anticipated and the placement thereof and of all required equipment may be appropriately provided.

SECTION 4.15: Bond Approval by the City.

- (a) Prior to the issuance and delivery of any bonds which are: (i) payable as to principal, interest or redemption premium out of the debt service payments, or (ii) to provide facilities or service or any item which is to be maintained by the Authority utilizing any part of the base monthly payments, the city shall approve the issuance thereof as provided in this section.
- (b) If the bonds are to be sold at a public sale, the governing body of the City shall, by resolution, approve (i) the "notice of sale" issued or proposed to be issued by the Authority prior to their delivery; and, (ii) the facilities to be constructed or acquired; if the bonds are refunding bonds, the governing body of the city shall, by resolution, approve either (i) the form of purchase contract or (ii) the resolution authorizing the issuance of the refunding bonds.
- (c) If the bonds are to be exchanged for property or services, the governing body of the City shall, by resolution, approve (i) the resolution adopted by the governing body of the Authority which authorizes the issuance of such bonds; and, (ii) the facilities to be constructed or acquired, or the services to be provided.

SECTION 4.16: Effective Date of this Contract. (a) The parties hereto, and the Texas Water Development Board, by virtue of its approval evidenced by the signature of the Development Fund Manager appearing hereon, recognize this Contract is an amendment to and replacement of a "Water Supply Contract" dated June 1, 1980, and a "Sewer Service Contract" dated as of October 1, 1981, (the "prior contracts"); upon the effective date of this Contract, the prior contracts and their effect shall cease to be of effect.

(b) This Contract shall be effective and be in full force and effect at such time as:

(1) The Board of Directors of the Authority has adopted a resolution authorizing the issuance of bonds, to refund the outstanding bonds of the Authority described as:

- (i) "Greater Texoma Municipal Utility District Revenue Bonds, Series 1981 - City of Sherman Water Supply";
- (ii) "Greater Texoma Municipal Utility District Revenue Bonds, Series 1982-A - City of Sherman Sewer Service"; and
- (iii) "Greater Texoma Utility Authority Revenue Bonds, Series 1983 - City of Sherman Sewer Service"

and the Attorney General of Texas has approved such refundings bonds; and

(2) The Development Fund Manager of the Texas Water Development Board has consented to the execution of this Contract, as evidenced by his signature appearing hereon.

SECTION 4.17: Severability. The parties hereto agree that if any of the provisions of this Agreement contravene or be held invalid under the laws of the State, same shall not invalidate the whole Agreement but it shall be construed as through not containing that particular provision and the rights and obligations of the parties shall be construed and in force accordingly.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

GREATER TEXOMA UTILITY AUTHORITY

By: Robert B. Smith
President, Board of
Directors

ATTEST:

Ernest M. Smith
Secretary, Board of Directors
(Authority Seal)

CITY OF SHERMAN, TEXAS

BY: *David J. Smith*
Mayor, City of Sherman

ATTEST:

Helene J. Thomas
City Clerk, City of Sherman

APPROVED AS TO LEGAL FORM:

M. J. [Signature]
City Attorney, City of
Sherman

(City Seal)

The Development Fund Manager of
the Texas Water Development
Board has consented to the
execution of this Contract as
authorized by the Texas Water
Development Board on July 21,
1983.

M. J. [Signature]
Development Fund Manager

EXHIBIT A – SUPPLEMENTAL PROJECT

City of Sherman Wastewater Project

Engineer:

J. Terry Millican
Freeman-Millican, Inc.
8500 Forest Lane, Suite 201
Dallas, TX 75243

(214) 503-0555
(214) 503-1148 (fax)

EXHIBIT A

SUPPLEMENTAL PROJECT (2009)

ENGINEER

U.S. 75 North Sewer Project

Freeman-Millican, Inc.
12225 Greenville Ave., Suite 121
Dallas, TX 75253

EXHIBIT B – SUPPLEMENTAL PROJECT (2009)

City of Sherman

EXHIBIT C – SUPPLEMENTAL PROJECT

Wastewater Project Description

Construction of the North Central relief Sanitary, Sewer and purchase and installation of ultraviolet equipment for the Sherman wastewater treatment plant.

EXHIBIT C-1 – SUPPLEMENTAL PROJECT

Project Description

The sewer system improvements project for the City of Sherman involves improvements to the biological capacity of the wastewater treatment plant, adding a third aeration basin; and construction of Relief Sewer C in the south central portion of the City of Sherman.

EXHIBIT C-2 – SUPPLEMENTAL PROJECT

Project Description

The construction, acquisition and improvement of wastewater system facilities and necessary appurtenances for use by the City of Sherman, to wit: construction of the North Central Relief Sanitary Sewer and purchase and installation of ultraviolet equipment for the Sherman wastewater treatment plant.

EXHIBIT C-3 – SUPPLEMENTAL PROJECT

Project Description (2008)

Wastewater Treatment Plant Digester Rehabilitation consisting of replacement of compressors, piping, burners, ancillary equipment, and other appurtenances as necessary in sludge digesters; Major Sewer Rehabilitation - Relief Sewer K-4 Phase 1, consisting of construction of relief sewer between McGee Street and Lamberth Road; and Major Sewer Rehabilitation, consisting of sewer mains along US Highway 75 corridor to FM 691, including lift stations and other appurtenances as necessary.

EXHIBIT C-4 - SUPPLEMENTAL PROJECT

PROJECT DESCRIPTION (2009)

Major sewer rehabilitation, consisting of sewer mains along US Highway 75 North of the City of Sherman, including lift stations and other appurtenances as necessary.

EXHIBIT C-5 - SUPPLEMENTAL PROJECT

PROJECT DESCRIPTION (2009-A)

Wastewater Treatment Plant Improvements:

The improvements to the wastewater treatment plant include two digester roof projects, a primary clarifier rehabilitation and a fine screen installation, and other appurtenances as necessary.

Relief Sewers:

Relief Sewer C-1 will replace an existing sewer main that is deteriorated and has infiltration problems. Relief Sewer K-4 replaces a deteriorated sewer line that is also experiencing infiltration problems, and other appurtenances as necessary.

EXHIBIT C-6 – SUPPLEMENTAL PROJECT (2012)

Project Description

Wastewater:

Modifications to the Sherman wastewater treatment plant headworks, including upgrading the variable frequency drive pumps, Phases I and II; East Side Lift Station engineering and design; biosolids engineering, design and construction; relief headworks preliminary engineering and design and storm water storage contingency.

EXHIBIT C-7 – SUPPLEMENTAL PROJECT (2013)

Project Description

Wastewater Treatment Plant Improvements

Improvements to the wastewater treatment plant, including biosolids engineering, design and construction.

Sewers

Construction of Blalock Industrial sewer replacement, all other appurtenances as necessary, and construction of SH289 Sewer Line A and other appurtenances as necessary.

EXHIBIT C-8 – SUPPLEMENTAL PROJECT (2013-A)

WASTEWATER PROJECT DESCRIPTION

Wastewater Treatment Plant Improvements

Relief Headworks Engineering and Construction

Sewers

Construction of South Sherman Relief Sewer and other appurtenances as necessary.

EXHIBIT C-9 – SUPPLEMENTAL PROJECT (2014)

WASTEWATER PROJECT DESCRIPTION

Wastewater Treatment Plant Improvements

Upgrading the UV disinfection system to replace sensors, control elements and other equipment as necessary with more reliable components, reconstructing the head works for lift station.

Wastewater Collection System

Replacement of existing 12" and 18" sewer and new 18" sewer main.

EXHIBIT C-10 – SUPPLEMENTAL PROJECT (2015-A)

Project Description (Sewer)

The construction, acquisition, and improvement of sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the construction of improvements to the wastewater treatment plant head works lfe station and electrical upgrade Improvements and other appurtenances as necessary

EXHIBIT C-11 – SUPPLEMENTAL PROJECT (2017A)

Project Description (Sewer)

construction, acquisition, and improvement of sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition, design and construction of sewer lines, and other appurtenances as necessary

EXHIBIT C-12 – SUPPLEMENTAL PROJECT (2019)

Project Description (Sewer)

Sewer System Improvements to include construction and professional services associated with improvements to the wastewater treatment plant, including the aeration basin, biological clarifier, control building, and storm water lift station; construction and professional services associated with sewer line construction projects, including the construction of the Northwest Sewer, Sewer between Rosedale and First, and Moore Street Sewer and appurtenances and other costs as necessary for such sewer system improvements.

EXHIBIT D – SUPPLEMENTAL PROJECT

Water Project Description

None

EXHIBIT D-1 – SUPPLEMENTAL PROJECT

Project Description

The water system improvements project for the City of Sherman includes a major water transmission line from US 82 to Taylor Street.

EXHIBIT D-2 – SUPPLEMENTAL PROJECT

Project Description

City of Sherman various water line replacements and relocations, various water main extensions and various water main relocations and reconstructions and other water appurtenances as needed.

EXHIBIT D-3 – SUPPLEMENTAL PROJECT

WATER PROJECT DESCRIPTION (2008)

Construction of water line(s) along U. S. 75 from approximately U. S. 82 to FM 601, to including piping and all other appurtenances necessary for the construction of the water line.

EXHIBIT D-4 - SUPPLEMENTAL PROJECT (2011)

Water Project Description

Lake Texoma Pump Station Expansion including installation of two (2) 6,000 HP pumps along with necessary electrical, SCADA, and instrumentation equipment; installation of discharge piping, pump control valves, butterfly valves, and miscellaneous appurtenances; power improvements as needed to supply power to operate the new equipment; condition assessment modifications of Section 1 of the existing 72-inch Texoma Pipeline to upgrade condition and pressure capacity of pipe

EXHIBIT D-5 -- SUPPLEMENTAL PROJECT (2012)

Project Description

Water

Construction of a second water transmission line from the water treatment plant to the distribution system (Phases I and II), including engineering, right of way and construction; modifications to the Lake Texoma Raw Water Pipeline to provide for cleaning facilities to clean zebra mussels from pipeline; and flocculation basin and piping relining.

EXHIBIT D-6 – SUPPLEMENTAL PROJECT (2015)

Project Description (Water)

The construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition and design associated with the City of Sherman expansion and upgrade and expansion of the water treatment plant, disposal pipeline to the lift station located at the southwest corner of the intersection of U.S. 75 and FM 691 and other appurtenances as necessary

EXHIBIT D-7 – SUPPLEMENTAL PROJECT (2015B)

Project Description (Water)

construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition, design and construction for a water treatment plant expansion and new elevated storage tank and other appurtenances as necessary,

EXHIBIT D-8 – SUPPLEMENTAL PROJECT (2017)

Project Description (Water)

construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition, design and construction for a water treatment plant, and other appurtenances as necessary

EXHIBIT D-9 – SUPPLEMENTAL PROJECT (2017A)

Project Description (Water)

construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition, design and construction of water lines and rehabilitation of the Gallagher elevated storage tank, and other appurtenances as necessary

EXHIBIT D-10 – SUPPLEMENTAL PROJECT (2019)

Project Description (Water)

Water System Improvements to include construction and professional services associated with improvements to the construction of the water crossing under US 75 at Choctaw, and cathodic protection improvements at the Lake Texoma Pump Station; and appurtenances and other costs as necessary for such water system improvements.

EXHIBIT D-11 – SUPPLEMENTAL PROJECT (2019A)

Project Description (Water)

Construction, acquisition and improvement of water and sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas and the payment of all costs incident and related to the acquisition and financing thereof.

EXHIBIT E – SUPPLEMENTAL PROJECT (2009)

Outstanding Debt on the System

NONE



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 2.

Meeting Date: 10/07/2019

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6252

Replacing the Legal Description of Industrial Reinvestment Zone, Number Nine (#9), City of Sherman, Texas, and Other Matters Relating Thereto

Issue:

Replacing the legal description in Ordinance No. 6169 that created an industrial reinvestment zone for property owned by Tyson Fresh Meats, Inc. (Tyson)

Background:

On Monday, December 17, 2018, the City Council approved Ordinance No. 6169 designating Industrial Reinvestment Zone Number Nine (#9) which covers only property belonging to Tyson Fresh Means, Inc. (Tyson). The Grayson Central Appraisal District notified the City recently that the legal description does not agree with the property that is intended for the abatement. All other maps, descriptions, and information in the ordinance creating the zone are correct. This ordinance replaces the incorrect legal description with the correct legal description.

Origination:

Finance Department

Financial Consideration:

There is no cost associated with replacing the legal description.

Staff Recommendation:

The staff recommends that the City Council introduce and hold the public hearing on the ordinance and consider its adoption.

Alternatives:

No alternatives are recommended.

Attachments

Ordinance No. 6252

Ordinance No. 6169 adopted December 17, 2018

ORDINANCE NO. 6252

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPLACING THE LEGAL DESCRIPTION OF INDUSTRIAL REINVESTMENT ZONE, NUMBER NINE (#9), CITY OF SHERMAN, TEXAS, AND OTHER MATTERS RELATING THERETO; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas (the "City"), designated Industrial Reinvestment Zone Number Nine (#9) by Ordinance No. 6169 on December 17, 2018; and

WHEREAS, the legal description of the abated property was not included in Ordinance No. 6169;

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

SECTION 1. That the legal description of the abated property, a copy of which is attached hereto and incorporated herein as Exhibit "A", shall become part of and replace any legal descriptions included in Ordinance No. 6169.

SECTION 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. That, if any section, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

EFFECTIVE DATE on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

EXHIBIT "A"
INDUSTRIAL REINVESTMENT ZONE, NUMBER NINE (#9)
CITY OF SHERMAN, TEXAS
FIELD NOTES

EXHIBIT "A"

LEGAL DESCRIPTION

SITUATED in the County of Grayson, State of Texas, being a part of the Sherrod Dunman Survey, Abstract No. 329, being all of a 20.038 acre tract of land conveyed by Sherman Industrial Districts, Inc. to Oscar Mayer & Co., Inc. by deed dated June 20, 1972, recorded in Volume 1222, Page 312, Deed Records, Grayson County, Texas, all of a 52.2935 acre tract of land conveyed by Hardwicke-Etter Company to Oscar Mayer & Co., Inc. by deed dated June 21, 1972, recorded in Volume 1222, Page 315, Deed Records, Grayson County, Texas, and part of a .523 acre tract of land conveyed by Sherman Industrial Districts, Inc. to Oscar Mayer & Co., Inc. by deed dated November 26, 1975, recorded in Volume 1328, Page 587, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a set ½ inch rebar for the Northeast corner of said 20.038 acre tract, the most Easterly Southeast corner of a 1.904 acre tract of land conveyed by Roberta Crowe, et vir to the City of Sherman by deed dated January 17, 1958, recorded in Volume 866, Page 199, Deed Records, Grayson County, Texas, on the West right-of-way line of U.S. Highway No. 75;

THENCE in a Southerly direction with the West right-of-way line of said U.S. Highway No. 75 and with the East line of said 20.038 acre tract, the East line of said 52.2935 acre tract, the following calls and distances:

South 05 deg. 59 min. 00 sec. East, a distance of 87.70 feet to a wood right-of-way monument;

South 06 deg. 19 min. 00 sec. West, a distance of 562.90 feet to a set ½ inch rebar;

South 05 deg. 59 min. 00 sec. East, a distance of 450.00 feet to a set ½ inch rebar;

South 16 deg. 47 min. 00 sec. East, a distance of 240.30 feet to a set ½ inch rebar;

South 05 deg. 59 min. 00 sec. East, a distance of 46.50 feet to a set ½ inch rebar;

South 15 deg. 59 min. 00 sec. East, a distance of 287.90 feet to a set ½ inch rebar;

South 05 deg. 59 min. 00 sec. East, a distance of 334.00 feet to a set ½ inch rebar;

South 03 deg. 59 min. 00 sec. East, a distance of 1000.60 feet to a set ½ inch rebar;

South 05 deg. 59 min. 00 sec. East, a distance of 95.80 feet to a set ½ inch rebar for the Southeast corner of said 52.2935 acre tract at the intersection of the West right-of-way line of said highway with the North right-of-way line of the St. Louis, San Francisco, & Texas Railroad;

THENCE South 64 deg. 24 min. 00 sec. West, with the North right-of-way line of said railroad, a distance of 416.90 feet to a found ½ inch rebar maintaining the most Southerly Southwest corner of said 52.2935 acre tract, the Southeast corner of a 4.29 acre tract of land conveyed by Velma J. McConnell, et vir to Texas Power & Light Company by deed dated December 14, 1965, recorded in Volume 1045, Page 729, Deed Records, Grayson County, Texas;

THENCE North 46 deg. 21 min. 01 sec. West, with the East line of said 4.29 acre tract, a distance of 441.11 feet to a found 1 inch pipe maintaining an ell corner of said 52.2935 acre tract, the Northeast corner of said 4.29 acre tract;

THENCE South 76 deg. 33 min. 25 sec. West, with the North line of said 4.29 acre tract, at a distance of 292.42 feet passing a wood fence corner on the East side of a public road known as Howe Drive, and continuing for a total distance of 306.42 feet to a found $\frac{3}{4}$ inch rebar in said Howe Drive, and on the West line of said Dunman Survey the East line of the William Martin Survey, Abstract No. 765, an East line of a 151.25 acre tract of land conveyed by Alma Haines to Sherman Industrial Districts, Inc. by deed February 19, 1960, recorded in Volume 908, Page 299, Deed Records, Grayson County, Texas, said rebar maintaining the most Westerly Southwest corner of said 52.2935 acre tract, the Northwest corner of said 4.29 acre tract;

THENCE North 13 deg. 18 min. 22 sec. West, with a West line of said 52.2935 acre tract, the West line of said Dunman Survey, the East line of said Martin Survey, an East line of said 151.25 acre tract, passing a corner of said 151.25 acre tract, the most Southerly corner of a 63 acre tract of land conveyed by H. W. Armstrong, et ux to J. E. Denton, et ux by deed dated August 2, 1945, recorded in Volume 472, Page 407, Deed Records, Grayson County, Texas, and continuing with the East line of said 63 acre tract, passing the Northwest corner of said 52.2935 acre tract, the Southwest corner of said 2.523 acre tract, and continuing with the West line of said 2.523 acre tract, passing the Southeast corner of a 1.00 acre tract of land previously conveyed out of said 63 acre tract by deed from J. E. Denton, et ux to T. E. Hill, et ux, dated June 26, 1952, recorded in Volume 692, Page 352, Deed Records, Grayson County, Texas, and continuing with the East line of said 1.00 acre tract, passing its Northeast corner, the Southeast corner of a 3.00 acre tract of land conveyed by Parker McKey, et ux to Carl David Englutt, et ux by deed dated May 16, 1978, recorded in Volume 1432, Page 497, Deed Records, Grayson County, Texas, the Southeast corner of a 1.00 acre tract of land previously conveyed out of said 3.00 acre tract and described in deed from Billy Jalmer Roberts, et ux to St. John Christian Methodist Episcopal Church, dated November 26, 1996, recorded in Volume 2509, Page 242, Official Public Records, Grayson County, Texas, and continuing with the East line of both said 3.00 acre tract, and 1.00 acre tract, passing the Northeast corner of said 1.00 acre tract, and continuing, passing the Northeast corner of said 3.00 acre tract, and continuing with the East line of said 63 acre tract for a total distance of 2592.81 feet to a set spike nail for the Southwest corner of a 10.330 acre tract of land conveyed by Richard M. Kendrick, III, Trustee to Herrested Investment, N.V. by deed dated April 15, 1985, recorded in Volume 1744, Page 628, Deed Records, Grayson County, Texas, in the center of said Howe Drive;

THENCE North 75 deg. 53 min. 00 sec. East, with the South line of said 10.330 acre tract, at a distance of 86.4 feet passing a found $\frac{1}{2}$ inch rebar maintaining the most Westerly Northwest corner of said 20.038 acre tract on the East line of said 2.523 acre tract, and continuing, passing the Southeast corner of said 10.330 acre tract, the Southwest corner of the above mentioned City of Sherman 1.904 acre tract, and continuing for a total distance of 1195.44 feet to a set $\frac{1}{2}$ inch rebar for an ell corner of said 20.038 acre tract, the most Southerly Southeast corner of said 1.904 acre tract;

THENCE North 05 deg. 00 min. 00 sec. West, with an East line of said 1.904 acre tract, a distance of 159.80 feet to a set $\frac{1}{2}$ inch rebar for an ell corner of said 1.904 acre tract;

THENCE North 75 deg. 53 min. 00 sec. East, with a South line of said 1.904 acre tract, a distance of 188.25 feet to the PLACE OF BEGINNING and containing 73.79 ACRES OF LAND, more or less.

ORDINANCE NO. 6169

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DESIGNATING A CERTAIN AREA AS INDUSTRIAL REINVESTMENT ZONE, NUMBER NINE (#9), CITY OF SHERMAN, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone, as codified in Chapter 312 of the Texas Tax Code (the "CODE"); and

WHEREAS, a hearing before the City Council was set for 5:00 p.m. on the 17th day of December, 2018, such date being at least seven (7) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in the City of Sherman; and

WHEREAS, the City has called a public hearing and published notice of such public hearing, and has properly notified the proper officials of Grayson County, Grayson County College, and Sherman Independent School District, as required by the CODE; and

WHEREAS, upon such hearing being convened, there was presented proper proof and evidence that notices of such hearing had been published and mailed as described above; and

WHEREAS, the City at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the Reinvestment Zone, whether all or part of the territory, which is described by a metes and bounds description attached hereto as Exhibit "A" and depicted in the drawing attached hereto as Exhibit "B", should be included in such proposed Reinvestment Zone; and

WHEREAS, all owners of property located within the proposed Reinvestment Zone, and all other taxing units and other interested persons, were given the opportunity at such public hearing to protest the creation of the proposed Reinvestment Zone or the inclusion of their property in such Reinvestment Zone; and

WHEREAS, the proponents of the Reinvestment Zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Reinvestment Zone, and no opponents of the Reinvestment Zone appeared to contest creation of the Reinvestment Zone; and

WHEREAS, after considering all testimony and evidence offered at the public hearing, the City Council finds that improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Zone, will be of general benefit to the City of Sherman, and that it will be in the public interest to pass this ordinance creating a Reinvestment Zone;

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

SECTION 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2. That the City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the Reinvestment Zone has been properly called, held and conducted, and that notice of such hearing has been published as required by law;
- (b) That the City has jurisdiction to hold and conduct this public hearing on the creation of the proposed Reinvestment Zone, pursuant to the CODE;
- (c) That creation of the proposed Zone, with boundaries as described in Exhibits "A" and "B", will result in benefits to the City, its residents and property owners, and to the property, residents and property owners in the Reinvestment Zone; and
- (d) That the Reinvestment Zone, as defined in Exhibits "A" and "B", meets the criteria for the creation of a Reinvestment Zone as set forth in Section 312.202 of the CODE in that:
 - (1) It is a contiguous geographic area located wholly within the corporate limits of the City.
 - (2) The area will reasonably be likely, as a result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property and that would contribute to the economic development of the City.
 - (3) No part of the property in the Reinvestment Zone is owned or leased by a member of the governing body of the City or Town, or by a member of a zoning or planning board or commission of the City.
 - (4) Improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Reinvestment Zone.

SECTION 3. That the City hereby creates a Reinvestment Zone over the area described by the description in Exhibit "A", attached hereto and depicted in a drawing attached hereto as Exhibit "B", and such Reinvestment Zone shall hereafter be identified as the Industrial Reinvestment Zone, Number Nine (#9), City of Sherman, Texas (the "Zone").

SECTION 4. That the written agreement(s) as provided in the CODE, with the owners of the property located within the Reinvestment Zone, is hereby authorized for a period of up to ten (10) years, and the written agreement(s) shall provide an exemption from taxation of the increased value in the real and/or personal property in the percentages and for the years to be established in the agreements.

SECTION 5. That, if any section, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. That it is hereby officially found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the City Council at which this ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter hereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 7. That the contents of the notice of public hearing, which hearing was held before the City Council on the 17th day of December, 2018, and the publication of said notices, is hereby ratified, approved, and confirmed.

INTRODUCED on this the 17th day of December, 2018.

ADOPTED on this the 17th day of December, 2018.

EFFECTIVE DATE on this the 17th day of December, 2018.

CITY OF SHERMAN, TEXAS

BY: 
DAVID PLYLER, MAYOR

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

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

EXHIBIT "A"
INDUSTRIAL REINVESTMENT ZONE, NUMBER NINE (#9)
CITY OF SHERMAN, TEXAS
FIELD NOTES

Legal Description

SITUATED in Grayson County, Texas in the City of Sherman, the William Martin Survey, Abstract No. 765, the John Chronister Survey, Abstract No. 248 and the S. Dunman Survey, Abstract No. 329 and being part of two (2) tracts more particularly referenced as follows:

1. Part of a called 5.450 acre tract of land conveyed to Texas Instruments Inc. from D.C. Enloe et al. by deed filed September 28, 1965 and recorded in volume 1038, page 49 of the Deed Records of Grayson County.
2. Part of a called 470.340 acre tract of land conveyed to Texas Instruments Inc. from Joe Hilburn and wife Johnnie V. Hilburn by deed filed September 1, 1965 and recorded in volume 1036, page 247 of the Deed Records of Grayson County, Texas.

Said part of two tracts being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod in the curve of the West right-of-way of U.S. Highway 75 and in the East line of said 5.450 acre tract, said iron rod bears N 3° 10' 31" E 11.09 feet from the Southeast corner of the 5.450 acre tract, said iron rod also bears S 86° 52' 56" E 5530.00 feet from the center of said curve;

THENCE: With the curve of the West right-of-way of U.S. 75 and the East line of the 5.450 acres and 470.340 acres tracts through an arc length of 785.29 feet to a 1/2 inch iron rod at the point of tangency, said curve having a central angle of 8° 08' 11", a radius of 5530.00 feet and a chord bearing and distance of S 7° 11' 10" W 784.63 feet;

THENCE: S 11° 15' 15" W 2772.22 feet with the West right-of-way of U.S. 75 and the East line of the 470.340 acre tract to a 1/2 inch

iron rod for corner from which a right-of-way marker bears N 11° 15' 15" E 151.00 feet and from which the most Easterly Southeast corner of the 470.340 acre tract bears S 11° 15' 15" W 661.92 feet;

THENCE: Across said 470.340 acre tract as follows:

S 76° 15' 10" W 1378.36 feet to a 1/2 iron rod;
N 59° 39' 46" W 817.23 feet to a 1/2 iron rod;
N 0° 21' 35" W 1139.66 feet to a 1/2 iron rod;
N 27° 07' 26" E 739.59 feet to a 1/2 iron rod;
S 89° 14' 11" E 277.52 feet to a 1/2 iron rod;
N 0° 38' 45" E 311.12 feet to a 1/2 iron rod;
S 83° 58' 11" E 194.32 feet to a 1/2 iron rod;
N 9° 41' 33" E 206.44 feet to a 1/2 iron rod;
S 89° 54' 09" E 982.17 feet to a 1/2 iron rod;
N 0° 44' 03" E 462.12 feet to a 1/2 iron rod;

THENCE: N 42° 21' 28" E 918.42 feet across the 470.340 acre and 5.450 acre tracts to a 1/2 inch iron rod for corner;

THENCE: S 86° 19' 00" E 237.95 feet across said 5.450 acre tract to the POINT OF BEGINNING and containing 136.869 acres of land more or less.

EXHIBIT "B"
INDUSTRIAL REINVESTMENT ZONE, NUMBER NINE (#9)
CITY OF SHERMAN, TEXAS
SKETCH

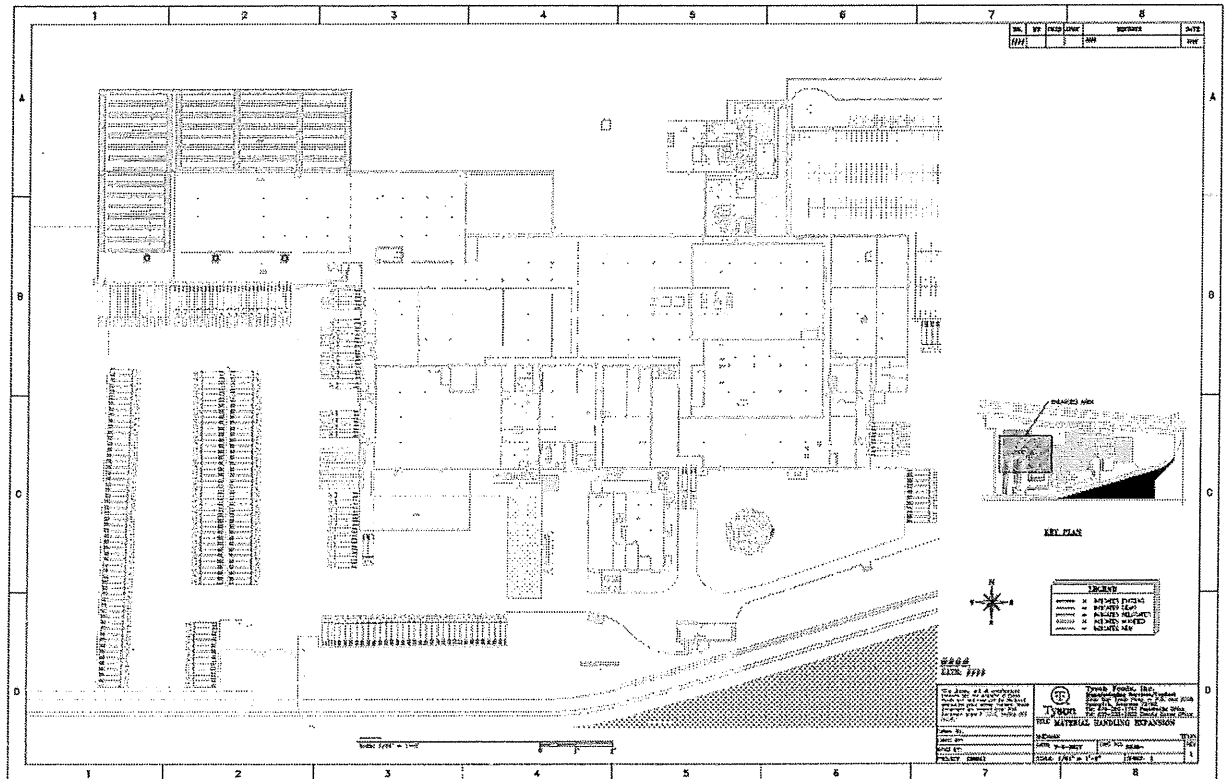
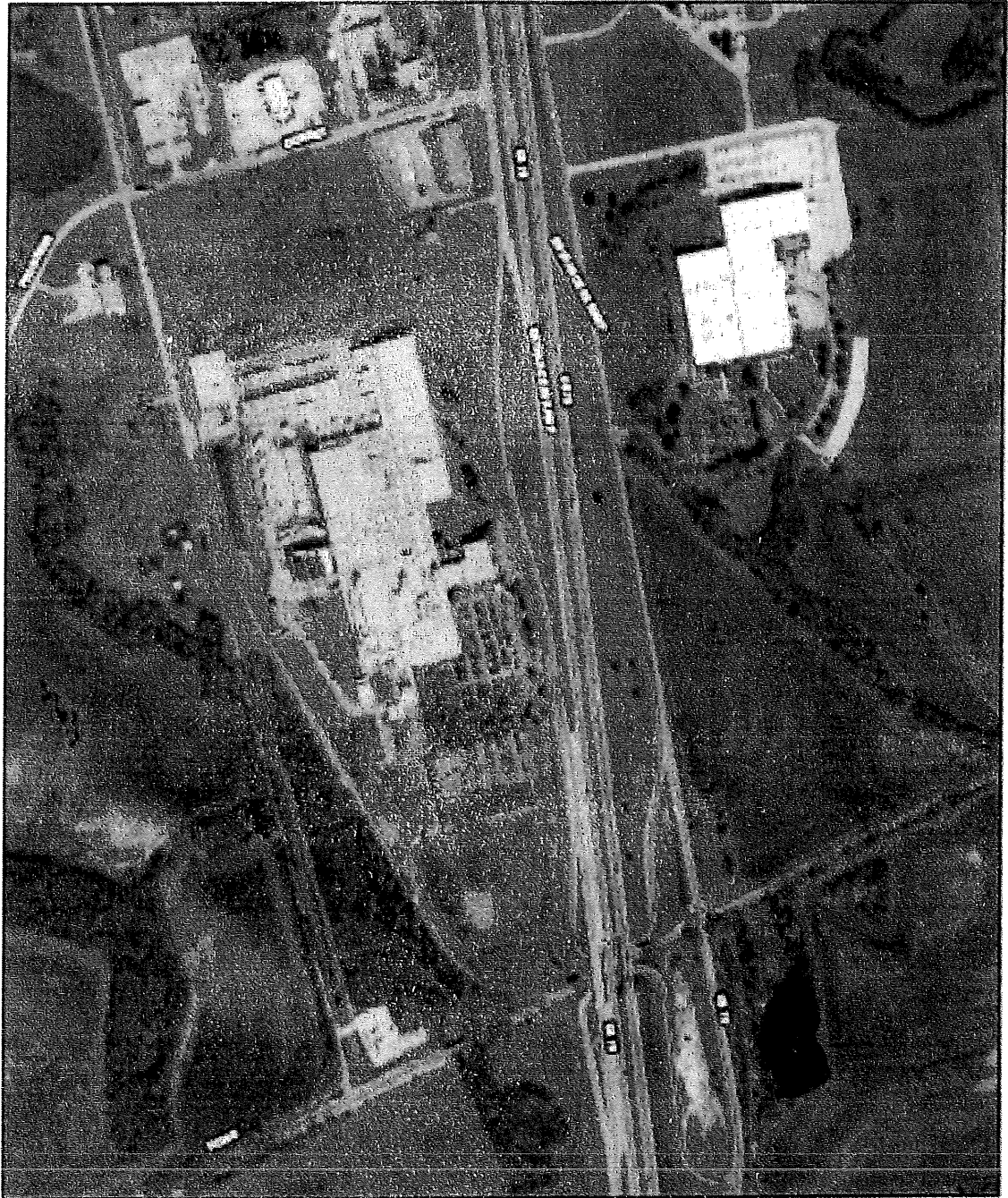


EXHIBIT "B"
INDUSTRIAL REINVESTMENT ZONE, NUMBER NINE (#9)
CITY OF SHERMAN, TEXAS
VICINITY MAP



Sherman
ENGINEERING, ARCHT.,
CONSULTING
SHERMAN, TX 79082

Tyson Foods
4700 S US Hwy 75

1 inch = 500 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 3.

Meeting Date: 10/07/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6253

Amending Section 6.11, Ordinance No. 2280, so as to Grant a Planned Development for Village Planned Development in the 2800-3200 blocks of South F.M. 1417 (Heritage Parkway), being 624.473 acres in the Elizabeth Jones Survey, Abstract No. 625 (The Munson Realty Co., Owners; Hoefer Wysocki, Architect; John Ruggieri, Representative; and Underwood Drafting and Surveying, Inc., Surveyor); Providing that this Planned Development shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of The Munson Realty Co. (Owners), Hoefer Wysocki (Architect), John Ruggieri (Representative) and Underwood Drafting and Surveying (Surveyor) concerning the property located in the 2800-3200 blocks of South F.M. 1417 (Heritage Parkway), being 624.473 acres in the Elizabeth Jones Survey, Abstract No. 625 for a Planned Development for Village Planned Development

Background:

The property is located in the 2800-3200 blocks of South F.M. 1417 (Heritage Parkway) between Moore Street, West Travis Street and West O.B. Groner Road (Dewey Avenue). It is currently zoned an M-1 (Light Manufacturing) District and is located in the O-1.1 (FM 1417) Overlay District.

The Planned Development Ordinance (No. 6186) was approved March 18, 2019. Halff Associates, Inc., a Professional Engineering Service, was consulted to design the ordinance. The planned development district is intended to facilitate the planning, design, and development of integrated land uses on large tracts of land that cannot be adequately accommodated in other zoning districts. A PD shall further the goals of the comprehensive plan, demonstrate enhanced and contextual design standards, present a well-organized and cohesive land plan, and contain clear and concise development regulations. The Village Planned Development is a mixed-use community of commercial and residential opportunities complimented by almost twenty percent (20%) of the land area set aside as parks, open space or other village amenities. The use and development regulations set forth in the Development Plan provide for and encourage development that contains a compatible mix of employment, residential, commercial, recreational uses in proximity to one another.

Halff Associates, Inc. has reviewed the Village Planned Development and recommends approval.

Origination:

The Munson Realty Co. (Owners)
Hoefer Wysocki (Architect)
John Ruggieri (Representative)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 17, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Planned Development be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6253
Location Map
Zoning Map
Zoning Sign Photo
Survey
Planned Development
Concept Plan
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6253

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 6.11, ORDINANCE NO. 2280, SO AS TO GRANT A PLANNED DEVELOPMENT FOR VILLAGE PLANNED DEVELOPMENT IN THE 2800-3200 BLOCKS OF SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 624.473 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (THE MUNSON REALTY CO., OWNERS; HOEFER WYSOCKI, ARCHITECT; JOHN RUGGIERI, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS PLANNED DEVELOPMENT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Planned Development; and

WHEREAS, the City Council finds that this Planned Development will complement or be compatible with the surrounding developments and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Planned Development, subject to certain conditions;

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

SECTION 1. That, from and after the passage of this ordinance, The Munson Realty Co. (Owners), Hoefer Wysocki (Architect), John Ruggieri (Representative) and Underwood Drafting and Surveying (Surveyor) concerning the property located in the 2800-3200 blocks of South F.M. 1417 (Heritage Parkway) and that Section 6.11, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SOUTH TRACT

SITUATED in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being the same tract of land described as 6.3130 acres and referred to as Tract No. 2 as conveyed by John S. Calhoun to The Munson Realty Company by deed dated January 22, 1979, recorded in Volume 1460, Page 722, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a railroad spike found maintaining the Southwest corner of said Tract No. 2 at the intersection of the center of a North-South public road locally known as Farmington Road with the center of an East-West public road locally known as Old Dorchester Road, said spike being in the South line of the said Jones Survey and North line of the William Martin Survey, Abstract No. 765, said spike also maintaining the Southeast corner of the same tract of land described as 34.93 acres conveyed by Farmington 1417, Ltd. to Classic Ed Jointure by deed dated January 29, 2016, recorded in Volume 5752, Page 746, Official Public Records, Grayson County, Texas, the Northeast corner of the same tract of land described as 54.785 acres conveyed by Western Investments to 6401 Skillman I, Ltd by deed dated February 16, 2006, recorded in Volume 4008, Page 808, said Official Public Records, and the Northwest corner of the same tract of land described as 125.380 acres conveyed by Ronald Schachar Profit Sharing Plan, Ronald Schachar Trustee to Ronald A. Schachar, MD., P.H.D. by deed dated January 6, 2014, recorded in Volume 5408, Page 812, said Official Public Records;

THENCE North 02°01'09" West with said center of Farmington Road a distance of 360.17 feet to a spike nail set marking an angle point;

THENCE North 05°36'24" East continuing with said center of Farmington Road a distance of 206.89 feet to a spike nail set marking the Northwest corner of said Tract No. 2 and the Northeast corner of the said 34.93 acre tract in the South right-of-way line of F. M Highway No. 1417, also being the South line of the same tract of land described as 10.485 acres awarded to the State of Texas (for Highway 1417 right-of-way) by Judgement dated April 28, 1961, recorded in Volume 932, Page 370, said Deed Records;

THENCE South 65°01'20" East with said South right-of-way line a distance of 26.80 feet to an angle point at the West base of a concrete monument;

THENCE South 87°11'25" East continuing with said South right-of-way line a distance of 145.30 feet to a 1/2" steel rod set at an angle point;

THENCE in a Southeasterly direction continuing with said South right-of way line along a curve to the left having a radius of 2616.48 feet, (chord bears South 76°33'17" East, 732.65 feet), an arc distance of 735.07 feet to a 1/2" steel rod set for an "L" corner from which a concrete monument lies North 45° West a distance of 1.35 feet;

THENCE South 16°02'31" East continuing with said right-of-way line a distance of 118.67 feet to a spike nail set marking the Southeast corner of said Tract No. 2 in the said center of Old Dorchester Road;

THENCE South 74°05'00" West with said center of Old Dorchester Road a distance of 959.07 feet to the **POINT OF BEGINNING and containing 7.039 acres of land more or less.....**

WEST TRACT

SITUATED in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of the same tract of land described as 385 acres, comprised of First Tract, described as 190 acres, and Second Tract, described as 390-1/2 acres, Save and Except 5-1/2 acres, as conveyed by Robert S. Davis et ux to The Munson Realty Company by deed dated December 29, 1960, recorded in Volume 925, Page 261, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a railroad spike found maintaining the Southwest corner of the said 385 acre tract in the West line of the said Elizabeth Jones Survey and East line of the Thomas Jones Survey, Abstract No. 635, said spike also being at the intersection of an East-West road locally known as Old Dorchester Road with the center of a public road to the North locally known as Bradley Road, said spike also maintaining an inside angle corner to the same tract of land described as 175.04 acres conveyed by Thomas D. Scott to TLS Investments, L.P. by deed dated November 14, 2017, recorded in Document No. 2017-27771, Official Public Records, Grayson County, Texas;

THENCE North 14°17'41" West with said center of Bradley Road and West line of the said Elizabeth Jones Survey, at a distance of 3060.58 feet passing the Northeast corner of the said Thomas Jones Survey, the most Northerly Northeast corner of the said 175.04 acre tract, the Southeast corner of the Jason Stamps Survey, Abstract No. 1115, and the most Southerly Southeast corner of the same tract of land described as 220.14 acres conveyed by Bobbie Lou Gee et al to Huy Quach and Charles Shao Wu by deed dated June 3, 2002, recorded in Volume 3260, Page 62, said Official Public Records, and continuing leaving said road at its turn to the East and continuing for a total distance of 3400.39 feet to a 1/2" steel rod found maintaining the Northwest corner of the said 385 acre tract and an inside "L" corner to the said 220.14 acre tract at the intersection of the extended center of Bradley Road with the extended center from the East of a public road locally known as O. B. Groner Road;

THENCE North 74°04'23" East, entering and continuing with said center of O. B. Groner Road a distance of 1585.34 feet to a spike nail set marking the most Easterly Southeast corner of the said 220.14 acre tract and the Southwest corner of the same tract of land described as 70.15 acres conveyed by \$G Holdings, Ltd et al to A.R.C.STX Holdings, L.L.C. by deed dated December 18, 2009, recorded In Volume 4740, Page 328, said Official Public Records;

THENCE North 73°45'28" East continuing with said center of O. B. Groner road a distance of 1186.75 feet to a spike nail set for the Northeast corner of the herein described tract in the West right-of-way line of F. M. Highway No. 1417, also being the Northwest corner of the same tract of land described as 9.406 acres previously severed from said 385 acre tract as conveyed by The Munson Realty Company to the State of Texas (for Highway 1417 right-of-way) by deed dated January 31, 1961, recorded in Volume 927, Page 255, said Deed Records;

THENCE South 26°33'47" East with said West right-of-way line and West line of the said 9.406 acre tract a distance of 17.00 feet to a concrete monument at an angle point;

THENCE South 43°59'56" East continuing with said West right-of-way line and West line of the said 9.406 acre tract a distance of 166.87 feet to an angle point lying 1.2 feet Southeast of a concrete monument;

THENCE South 26°33'47" East continuing with said West right-of-way line and West line of the said 9.406 acre tract a distance of 1415.99 feet to a point lying 1 foot East of a concrete monument for the beginning of a curve to the left having a radius of 2606.48 feet;

THENCE in a Southeasterly direction continuing with said West right-of-way line and West line of the said 9.406 acre tract along said curve, (chord bears South 35°00'42" East, 765.90 feet), an arc distance of 768.68 feet to a 1/2" steel rod set for the most Easterly Southeast corner of the herein described tract and the Northeast corner of the same tract of land described as 34.93 acres previously severed from said Second Tract and subsequently conveyed by Farmington 1417, Ltd to Classic Ed Jointure by deed dated January 29, 2016, recorded in Volume 5752, Page 746, said Official Public Records;

THENCE South 52°06'46" West with a fence a distance of 961.41 feet to a wood corner post maintaining the Northwest corner of the said 34.93 acre tract;

THENCE South 16°06'21" East with a fence, exiting said fence at 977.3 feet at a fence post on the North side of said Old Dorchester Road and continuing for a total distance of 995.27 feet to a spike nail set marking the Southwest corner of the said 34.93 acre tract in the said center of Old Dorchester Road in or near the South line of the said Elizabeth Jones Survey and North line of both the William Martin Survey, Abstract No. 765 and the same tract of land described as 54.785 acres conveyed by Western Investments to 6401 Skillman I, Ltd, by deed dated February 16, 2006, recorded in Volume 4008, Page 808, said Official Public Records;

THENCE South 73°54'10" West with said center of road a distance of 360.31 feet to a spike nail set marking the Northwest corner of the said 54.785 acre tract and the Northeast corner of the same tract of land described as 47.243 acres and referred to as Tract Two as conveyed by Jane Mangrum to Trinidad Ranch, L.L.C. by deed dated December 16, 2016, recorded in Volume 5923, Page 765, said Official Public Records;

THENCE South 73°25'25" West continuing with said center of road, passing the Easterly Northwest corner of said Tract Two and the Northeast corner of the same tract of land described as 7.50 acres and referred to as Tract One in said Volume 5923, Page 765 and continuing for a total distance of 450.89 feet to a spike nail set at an angle point;

THENCE South 83°00'03" West continuing with said center of road, passing the Northwest corner of said Tract One and the Westerly Northeast corner of said Tract Two and continuing for a total distance of 918.79 feet to a spike nail found maintaining the Westerly Northwest corner of said Tract Two and the most Easterly Northeast corner of the said 175.04 acre tract;

THENCE South 83°18'36" West continuing with said center of road and extending at its turn Southwesterly for a distance of 771.37 feet to a ½" steel rod set marking an angel point in a North line of the said 175.04 acre tract;

THENCE South 55°26'36" West continuing with said center of road a distance of 98.80 feet to the **POINT-OF-BEGINNING and containing 238.744 acres of land more or less.....**

EAST TRACT

SITUATED in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of the same tract of land described as 277.2956 acres and referred to as Tract No. 1 as conveyed by John S. Calhoun to The Munson Realty Company by deed dated January 22, 1979, recorded In Volume 1460, Page 722, Deed Records, Grayson County, Texas, also being a part of the same tract of land described as 385 acres, comprised of First Tract, described as 190 acres, and Second Tract, described as 390-1/2 acres, Save and Except 5-1/2 acres, as conveyed by Robert S. Davis et ux to The Munson Realty Company by deed dated December 29, 1960, recorded In Volume 925, Page 261, said Deed Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4" pipe found maintaining the Northeast corner of said Tract No. 1 and an angle point in the South line of the same tract of land described as 147.48 acres conveyed by Panda Fund Development Company to Panda Sherman Power, LLC by deed dated January 26, 2012, recorded in Volume 5125, Page 388, Official Public Records, Grayson County, Texas, also being the Northwest corner of the same tract of land described as 211.212 acres conveyed by Johnson & Johnson to Sherman Economic Development Corporation by deed dated June 10, 1998, recorded In Volume 2660, Page 656, said Official Public Records;

THENCE South 06°22'05" East with the East line of the Tract No. 1 and West line of the 211.212 acre tract a distance of 48.34 feet to a 3/4" pipe found at an "L" corner;

THENCE South 83°30'56" West with a common line between said Tract No. 1 and 211.212 acre tract a distance of 64.55 feet to a 3/4" pipe found at an "L" corner;

THENCE South 16°13'26" East a distance of 3278.18 feet to a 1/2" steel rod set for the Southeast corner of said Tract No. 1 in the North right-of-way line of F. M Highway No. 1417, also being the North line of the same tract of land described as 10.485 acres awarded to the State of Texas (for Highway 1417 right-of-way) by Judgement dated April 28, 1961, recorded in Volume 932, Page 370, said Deed Records;

THENCE South 73°57'13" West with said North right-of-way line and North line of the 10.485 acre tract a distance of 2212.63 feet to a 1/2" steel rod set marking an angle point;

THENCE South 77°34'32" West continuing with said North right-of-way line and North line of the 10.485 acre tract a distance of 661.49 feet to a point at the base of a concrete monument for the beginning of a curve to the right having a radius of 2476.48 feet;

THENCE In a Northwesterly direction continuing with said North right-of-way line and North line of the 10.485 acre tract along said curve (chord bears North 82°13'53" West, 1250.58 feet), an arc distance of 1264.26 feet to a 1/2" steel rod set marking the end of said curve and an angle point;

THENCE North 48°42'38" West continuing with said North right-of way line and North line of the 10.485 acre tract a distance of 170.69 feet to a concrete monument at an angle point;

THENCE North 63°12'20" West, passing a point in the middle of a public road locally known as Moore Street at the Northwest corner of the said 10.485 acre tract and the Southeast corner of the same tract of land described as 9.406 acres previously severed from said 385 acre tract as conveyed by The Munson Realty Company to the State of Texas (for Highway 1417 right-of-way) by deed dated January 31, 1961, recorded in Volume 927, Page 255, said Deed Records, and continuing for a total distance of 49.55 feet to an angle point at the base of a concrete monument;

THENCE North 85°13'18" West continuing now with the Northeasterly right-of-way line of Highway No. 1417 and Northeasterly line of the said 9.406 acre tract a distance of 146.31 feet to a concrete monument at an angle point;

THENCE in a Northwesterly direction continuing with said Northeasterly right-of-way line and Northeasterly line of the 9.406 acre tract with a curve to the right having a radius of 2486.48 feet, (chord bears North 43°02'05" West, 1410.04 feet), an arc distance of 1429.65 feet to a point for the end of said curve lying 1 foot East of a concrete monument;

THENCE North 26°33'47" West continuing with said Northeasterly right-of-way line and Northeasterly line of the 9.406 acre tract a distance of 1393.79 feet to an angle point lying 1 foot Southwest of a concrete monument;

THENCE North 07°00'45" West continuing with said Northeasterly right-of-way line and Northeasterly line of the 9.406 acre tract a distance of 123.47 feet to a 1/2" steel rod set for the Southwest corner of the same tract of land described as 2.3644 acres conveyed by The Munson Realty Company to the City Of Sherman, Texas by Right-of-Way Deed Of Dedication dated January 16, 2017, recorded in Volume 5940, Page 279, said Official Public Records;

THENCE North 74°17'09" East with the South line of the said 2.3644 acre tract a distance of 2193.26 feet to the beginning of a curve to the left having a radius of 1092.99 feet;

THENCE in a Northeasterly direction with said curve, (chord bears North 66°13'24" East, 306.59 feet}, an arc distance of 307.60 feet to a spike nail found maintaining the Northeast corner of the said 2.3644 acre tract in the center of a public road locally known as O. B. Groner Road also being the North line of the said 385 acre tract and South line of the same tract of land described as 98.362 acres conveyed by Walter H. DeRonde and Mary T. DeRonde to Sherman Independent School District by deed dated May 12, 2017, recorded in Volume 5998, Page 299, said Official Pubic Records;

THENCE North 74°17'09" East with said center of road a distance of 390.46 feet to a 1/2" steel rod found maintaining the Northeast corner of the said 385 acre tract and Southeast corner of the said 98.362 acre tract in the West line of said Tract No. 1 and intersection of said center of O. B. Groner Road and center of Moore Street;

THENCE North 25°02'17" East with said center of Moore Street a distance of 91.73 feet to a 1/2" steel rod found maintaining the Northwest corner of said Tract No. 1 and the Southwest corner of the said 147.48 acre tract (Panda);

THENCE North 74°11'21" East, exiting said road and continuing with the general course of a fence along the North line of said Tract No. 1 and South line of the 147.48 acre tract a distance of 2321.33 feet to the **POINT-OF-BEGINNING and containing 378.69 acres of land more or less**.....

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning:

1. All aspects of the Planned Development Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. A detailed site plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.

Engineering:

4. Platting of the property is required.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

EFFECTIVE DATE on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

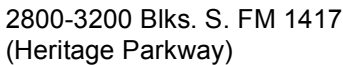
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

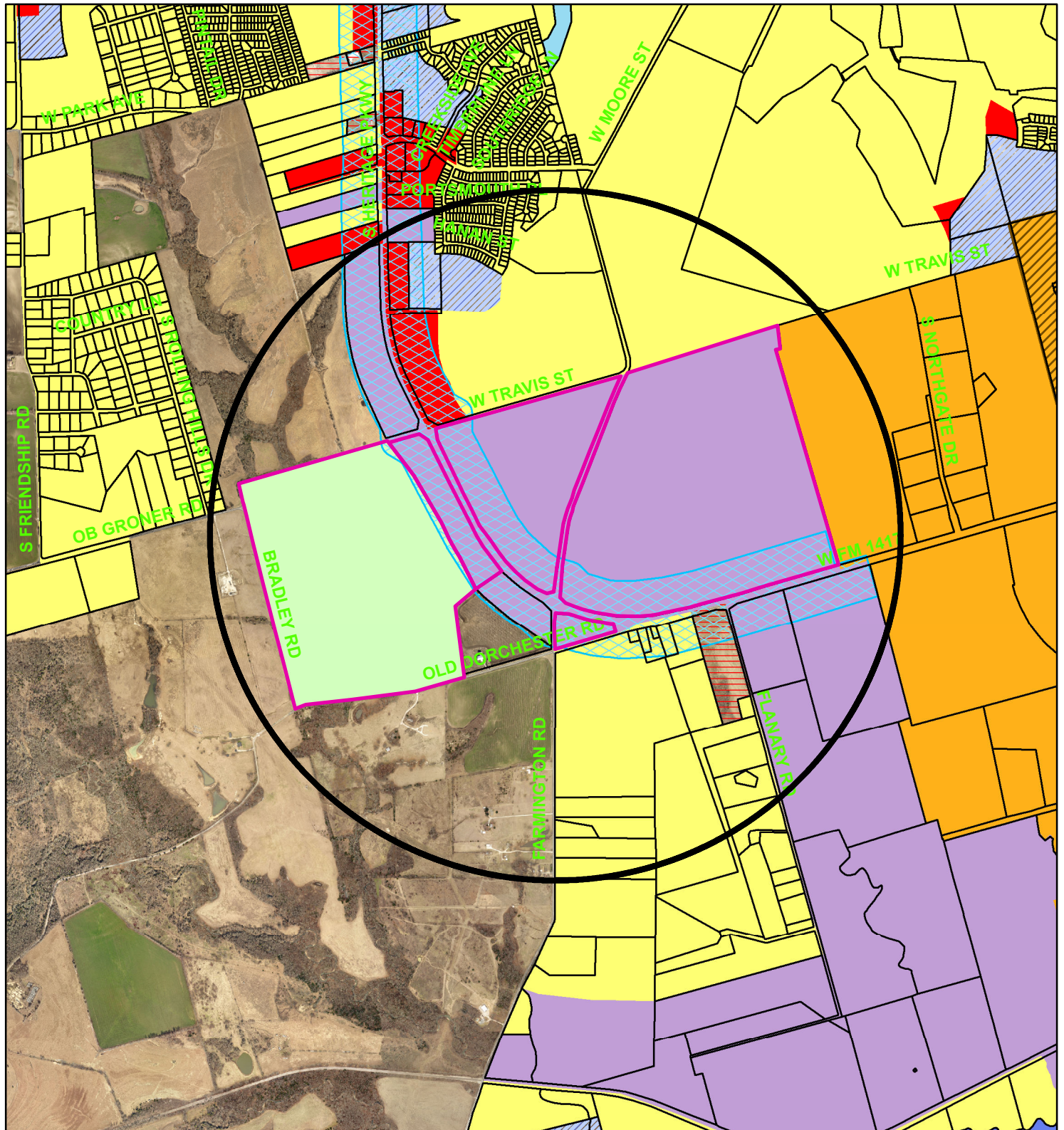
BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



1 in = 2,000 ft



Zoning - 2800-3200 Blocks South FM 1417 (Heritage Parkway)



City of Sherman, Texas
Developmental Services Department

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Bialock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District
- Transportation Corridor

Representation: SHERMGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: SHERMGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Bialock Industrial Park
- C-1 Retail Business District

C-2 General Commercial District

- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



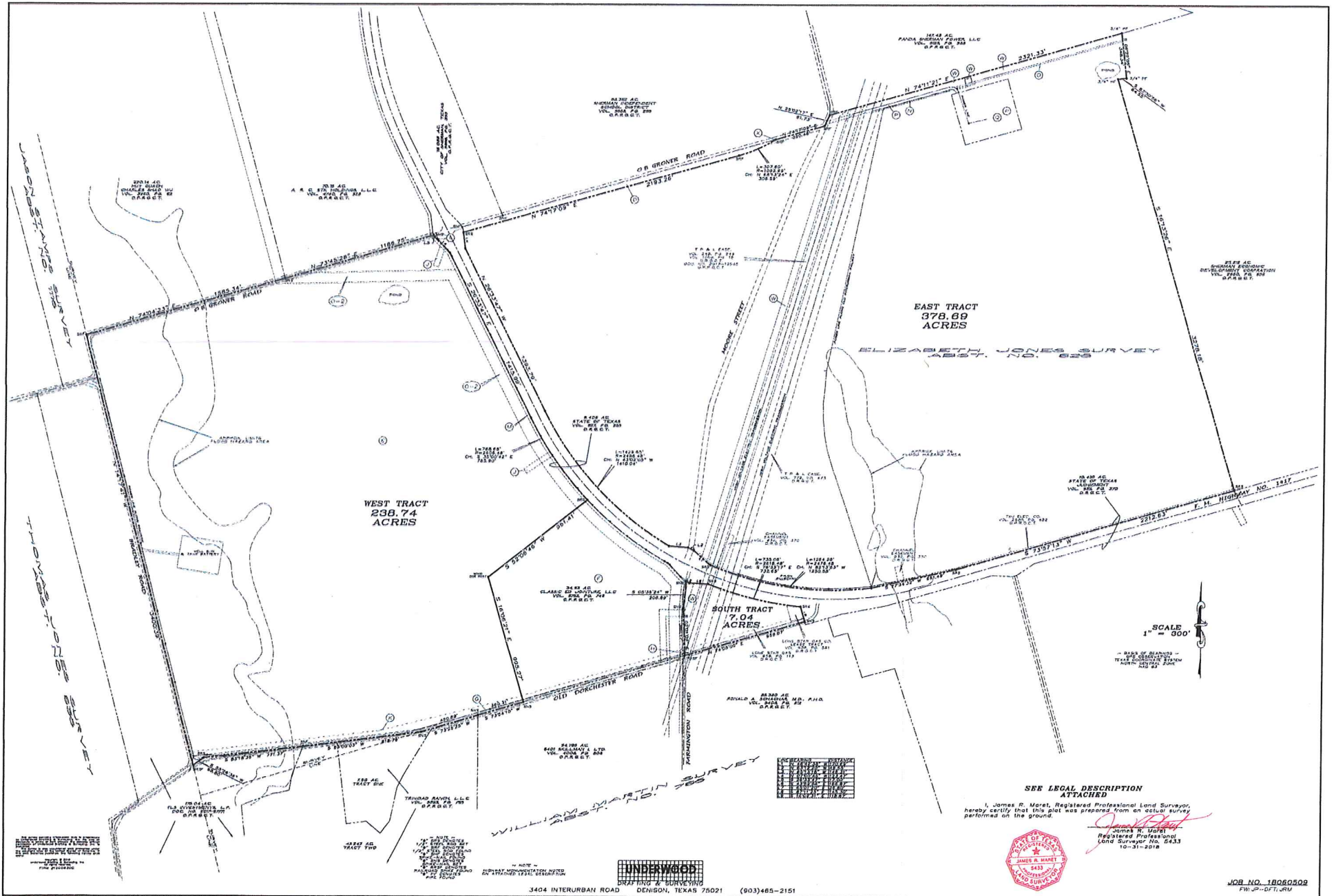
NOT TO SCALE

1 in = 2,000 ft

2800-3200 Blocks S. FM 1417 (Heritage Parkway)







Village Planned Development Final Submittal

August 22, 2019



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I. INTRODUCTION

A. Plan Overview

The Village Planned Development is a mixed-use community encompassing approximately 624 acres located in Sherman, Texas. The Planned Development offers a mix of commercial and residential opportunities complimented by almost twenty percent of the land area set aside as parks, open space or other village amenities. The use and development regulations set forth in the Development Plan provide for and encourage development that contains a compatible mix of employment, residential, commercial, recreational uses in proximity to one another.

The Planned Development is intended to facilitate the planning, design, and development of integrated land uses for this property. The Planned Development demonstrates enhanced and contextual design standards, presents a well-organized and cohesive land plan, and contains clear and concise development regulations. The Planned Development is to provide a coordinated and comprehensive document for the rezoning and urban design of the new community. The Planned Development establishes specific, unique planning and design objectives by integrating land uses, intensities, relationships, parking, open space preservation, and village lifestyle character. The Planned Development establishes a set of principles and uses implementation guides as a means of creating a unified and predictable pattern of development and design character that is intended to be both flexible yet consistent in its application over the life of the project.

Land uses, design and development standards and guidelines are specific to this Planned Development and not associated with other standards of the City of Sherman Zoning Ordinance. This document and the rezoning of the property is intended to guide the City and developer on public infrastructure, public and private land uses, which may also be associated with separate developer agreements.

B. Development Objectives

The Planned Development addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment through the following set of development objectives:

- Ensuring buildings relate appropriately to surrounding developments and streets to create cohesive visual identity and attractive street scenes;
- Offering a variety of housing types responsive to current and future residents' desire for a mix of product types based on their demographic and income needs;
- Siting land uses, streets, and pedestrian circulation in a cohesive complementary layout supportive of the mix of uses and oriented towards the pedestrian realm to enhance and activate streetscapes;
- Applying residential and non-residential architectural façade elements and finishes;
- Ensuring creation of high quality street and sidewalk environments that are supportive of pedestrian mobility and appropriate to roadway context;
- Creating an enhanced pedestrian realm by the inclusion of wide sidewalks, vegetative avenues and a trail system interconnecting the respective development areas of the village; and,
- Preserving the natural resources of the site to the greatest extent practicable recognizing the value of the floodplain and stream channels as amenities to the development.

C. Purpose

The purposes of these guidelines and regulations are as follows:

1. To reduce the potentially negative aesthetic, economic, traffic-related, and other impacts of retail structures and sites upon the community by breaking up the apparent mass and scale of building walls and parking areas.
2. To ensure that retail development is compatible with its surroundings and reinforces The City of Sherman's and the Planned Development's character, historical heritage and tradition, and unique sense of place.
3. To encourage a mixture of uses and sizes of structures and promote an integrated, village-like approach toward site development, building design, and the landscape.
4. To encourage the development of a safe and comfortable pedestrian-scale environment that achieves variety, visual interest, and creative design to foster community pride and protect property values and the interests of citizens.



II. COMPONENTS OF THE DEVELOPMENT PLAN

The Development Plan is organized as follows:

- **The Conceptual Master Plan**, which graphically depicts the development framework and intent.
- **Planned Development Framework**, which details how the planned development is structurally organized in a hierarchy of development zones and districts.
- **Land Use, Site and Architectural Requirements**, which provide a functional distribution of land use types, density and design characteristics for each district envisioned in this Planned Development. Sections within this document provide detail and context for site and building design, which are intended at a guide at this stage, to be refined further at Detailed Site Plan.

A. Conceptual Master Plan

The provisions of this document are presented through a Conceptual Master Plan with accompanying Development Plan standards and design guidelines. The Conceptual Master Plan includes a depiction of general area zones, development districts, and general circulation patterns. The allocation of specific land uses, buildings, and the proposed road network will be identified as specific development plans come forward at the Detailed Site Plan stage. The underlying site plan depicted as part of the Conceptual Master Plan is presented as illustrative only and not intended to be final. (See *Appendix A – Conceptual Master Plan*).

The Conceptual Master Plan is an overall guide to the development of the community. The Conceptual Master Plan illustrates a balanced community that incorporates residential, civic, commercial, and employment uses in a walkable community. The Conceptual Master Plan incorporates existing site and proposed built environments that integrate the community both internally and within the region. The Conceptual Master Plan reflects the importance of incorporating the adjacencies of the high school, watersheds, FM 1417, and the expanding employment zone.

B. Planned Development Framework

The Conceptual Master Plan utilizes a framework that includes Development Zones, Districts, District Character and Standards to provide an organizational framework for the Village Planned Development. The framework separates the property into four major general-area zones that are further described as a set of districts and sub-districts where appropriate.

The Zone and District hierarchy establish a sense of scale and relationship of compatible uses that establish a sense of place for the residents and users of the development. Each District responds to its location within the zone, its mix of uses and their purpose, and the establishment of discreet spaces and places that guide users through a large-scale development. Each district will establish a district character by a set of design guidelines and development standards appropriate for the districts land use and character type.

1. Development Zones

- a) The **Employment Zone** is approximately 184 acres and is intended to support a mix of office and research and development users with a mix of intensities, floor area ratios and building design that respond to market conditions. The Employment Zone is comprised of two primary districts, the Office District and the Highway Commercial District. The Employment Zone is projected to reach a potential of 1.9 million SF of corporate office, assemblage and retail space.

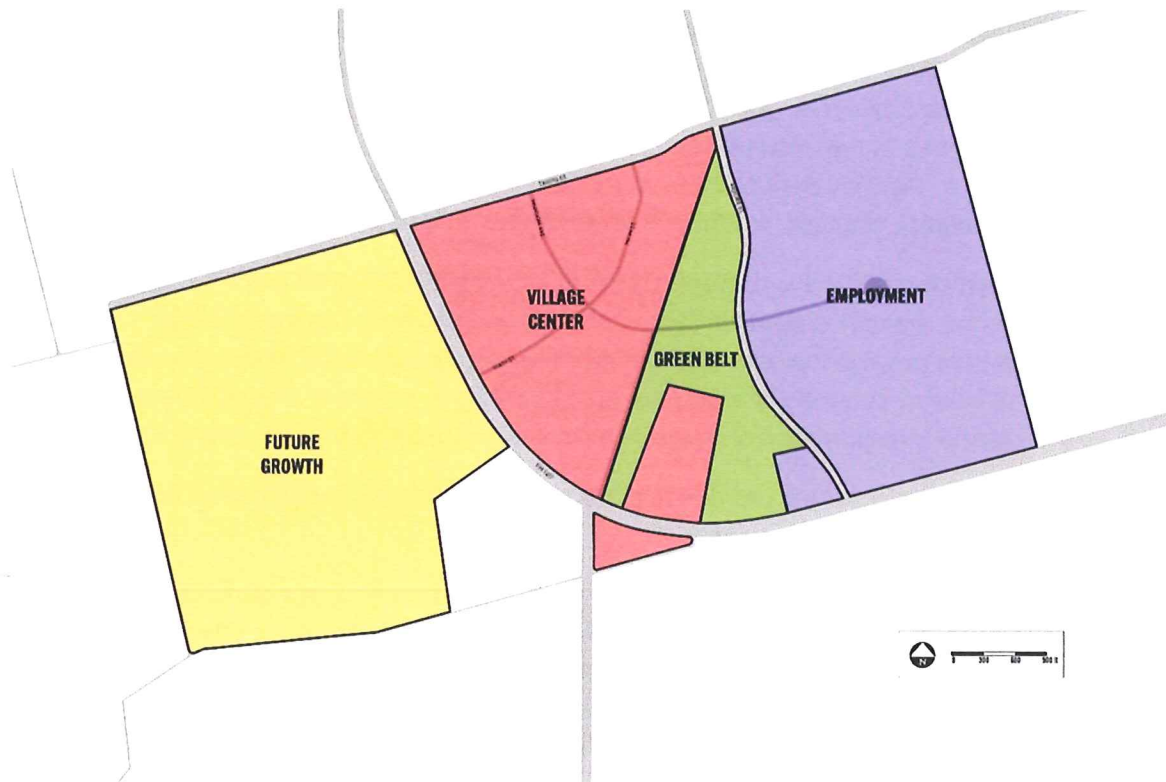
Village Planned Development – City of Sherman

- b) The **Village Center Zone** is the heart of the Planned Development, designed to act as the center of the community and a supporting center for the high school and its future facilities. The Village Center Zone is approximately 126 acres. The Village Center is designed as a pedestrian friendly mixed- use environment that promotes a human-scaled village experience for residents and the larger community. The Village Center must have a relatively dense, urban character that emphasizes mixed-use development, residences within walking distance of shops, residential, employment, and public uses, and contains accessible public places.

The Village Center Zone is composed of four primary districts that guide its use and urban form: Highway Commercial, Transition, Residential and Main Street Districts. The intent of the Village Center is to provide a village core to serve the community and provide an identity for all future development. The Village Center seeks to balance commercial and residential land uses in a manner that relates to the future use of FM 1417 as a regional transportation connector and the High School as a community wide resource.

The Village Center Zone is projected to include approximately 680,000 SF of commercial and civic space, in addition to 2,300 residential units.

- c) The **Residential Zone** will be primarily residential in use with a mix of residential options that range from large lot to mixed use residential in a Residential District and Mixed Use Commercial District. The Residential District should contain a mix of single-family detached units to achieve a diversity of house types and affordability. The Residential areas will include pedestrian and bicycle linkages to the Village Center and Greenbelt. The 154-acre Residential Zone's mixed-use commercial and single-family areas are projected to yield approximately 326 residential units and 515,000 SF of commercial space at build-out.
- d) The **Greenbelt Zone** is a major feature of the Planned Development's Open Space Plan. The Greenbelt is centrally located and separates the Village Center from the Employment Zone. The Greenbelt is approximately 73 acres and contains a mix of woodlands, rolling hills and floodplain. The Greenbelt will contain a portion of the storm water drainage system for the property and Independent School District properties. The Greenbelt will be a regional park resource that also contains public facilities that serve the civic and recreational needs of the larger Sherman community. The Greenbelt will be accessible through a system of pedestrian and bike corridors that serve the Planned Development's other three zones and the High School.



2. Districts

a) Highway Commercial District

The southern one half of the Village Center will be primarily highway serving commercial. The Highway Commercial District can accommodate regional retail, office and hospitality as is intended to serve regional needs of the expanding employment and residential demands in the southwestern part of the City. The Highway Commercial Center should act as an entry to the more pedestrian friendly Village Center.

b) Main Street District

The **Village Center Main Street District** is composed of a mix of retail, office, civic, and residential uses. The uses are organized to create a main street environment in which the main streets have both retail and a limited amount of residential either above a portion of the retail or in townhouses at the end of the retail functions. The northern one- half of the Village Center may be anchored by a community oriented Civic use. The core of the Village Center Main Street District is horizontal and potentially vertical mixed use. Main Street level is composed of retail except for a potential civic land use at its northernmost end. Second and third floors of the Main Street retail may be office and residential.

c) Transition District

The Village Center also contains a **Transition District** that has characteristics of both village and highway commercial. The transitional retail area connects the vehicular oriented Highway Commercial District to the Main Street District in a manner that transitions vehicular speeds and introduces pedestrian friendly public realm elements.

d) **Mid-Rise Residential District**

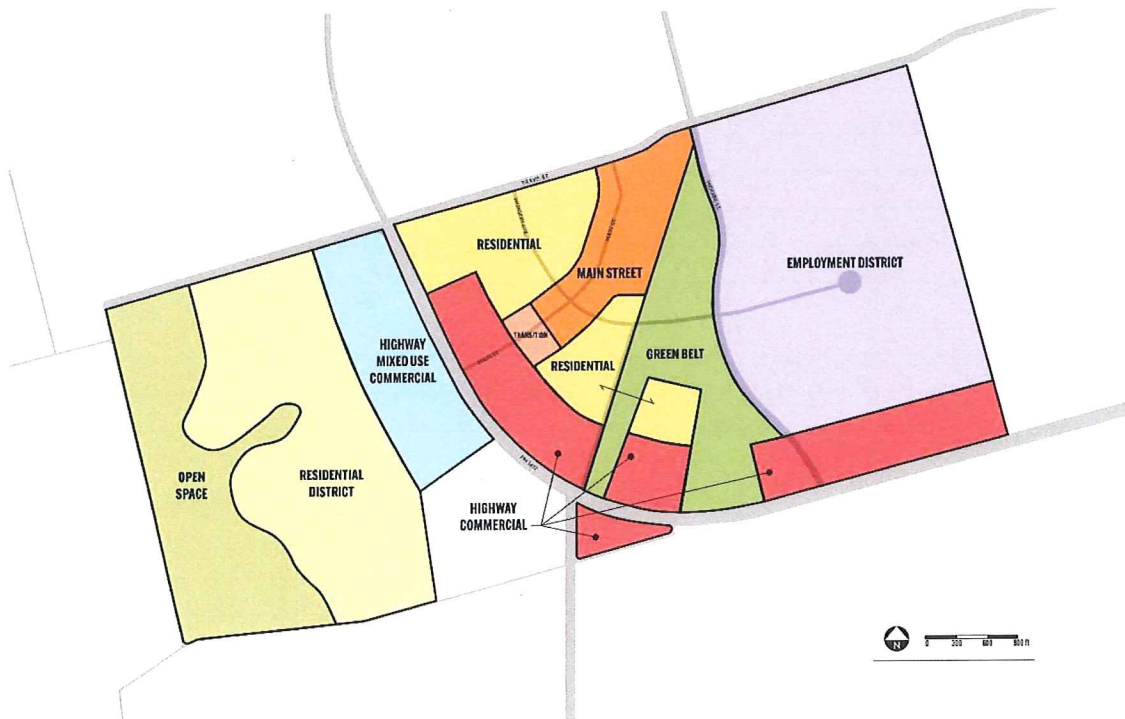
The perimeter of the Village Center Main Street District is supported by the **Village Mid-Rise Residential District**, a mix of higher intensity multi-family housing to support the retail functions. Multi-family in the Village Mid-Rise Residential District is a combination of three and four-story buildings served by dedicated surface and/or structured parking as the market for residential matures. Townhouses along Munson Avenue can be two or three-story, owner occupied, or rental. Townhouses have rear-loaded enclosed parking. **The Mid-Rise Residential District** provides residential options with an urban sensibility, which offers a variety of workforce market housing and support the retail and commercial uses in neighboring Zones and Districts.

e) **Residential District**

The Residential District is intended to support single family detached housing.

f) **Mixed-Use Commercial**

The Mixed Use Commercial District is intended to provide horizontal and vertical mixed use along FM1417. Mixed use commercial may include multi-family residential and multi-family residential with retail provided that retail is on the ground floor. The District may include office provided that the office is a minimum of two floors. The District may include office over retail provided that the mixed use is a minimum of two floors. Single story retail is allowed provided that it does not exceed 15% of a site plan's total proposed building square footage.



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III. Land Uses

Land uses in the Village Planned Development are described in the following table as permitted, conditionally permitted, or not allowed by district and development zone, as depicted. P = Permitted and C = Conditionally Permitted

Table 3.1 Land Uses

	Village Center				Employment	Residential	
	Highway Commercial	Transition	Mid-Rise Residential	Main Street	Highway Commercial	Mixed Use Commercial	Residential
Assisted Living			P			P	
Retail Store	P	P	C	P	P	P	
Apartments			P	P		P	
Flats			P	P		P	
Townhouses			P	P		P	
Single Family Detached			C			P	P
Live/Work			P	C			
Bed and Breakfast			P				
Beer and Wine Sales	P				P		
Microbrewery	P	P	C	C	P		
Gas/Convenience Store	P		C		P		
Dance/Martial Arts Studio	P	P	P	P	P		
Day Care Facility	P	P			P		
Fitness/Health Center	P	P	C	P	P	P	
Food Service	P	P	C	P	P	P	
Lodging/Hotel	P		P	C	P	P	
Mini-Warehouse	P				P		
Indoor Storage	P				P		
Museum/Art Gallery	P	P		P	P		
Public Park		P	P	P		P	
Private Park	P	P	P		P	P	
Radio/TV Broadcast Studio	P				P		
Co-Work Office		P		P	P		
Corporate Office					P		
Multi-tenant Office					P		
Veterinary hospital, animal clinic or animal boarding facility	P	P			P		
Civic Recreation Building	C	C		P	C	P	

IV. SITE DEVELOPMENT STANDARDS

The site development standards section established the standards for public realm improvements, street types, widths, amenities and public spaces.

A. Main Street and Transition Districts

1. Street Typologies

The Main Street District will consist of two Street Typologies—Munson Avenue and Main Street. Each street typology will have different characteristics and dimensional requirements.

(A) Munson Avenue

The northernmost portion of the proposed Munson Avenue is flanked by the Residential District on either side. The right of way on this portion of Munson Avenue is 68 feet wide. It consists of a two-way paved road with two 12-foot lanes, two 4-foot bike lanes, and two 8-foot lanes for parallel parking along the street. The sidewalk on each side shall be 10 feet wide, with the innermost 4 feet reserved for landscaping. The portion of Munson Avenue near the intersection with Main Street is flanked by retail uses on either side. In this portion, there shall be no lane for street parking, and this 8' area will become additional sidewalk. West of the intersection with Main Street, the road is again flanked with Residential District on either side of Munson Avenue. This portion will again have two 8-foot lanes for parallel parking along the street.

(B) Main Street

The public right of way on the proposed Main Street has four different conditions. The section of Main Street between Travis and Munson Avenue will be a 96-foot right of way. This section of Main Street consists of a two-way paved road with two 12-foot drive lanes, two 4-foot bike lanes, and angled parking at 16 feet wide on each side. The sidewalk on each side shall be 16 feet wide, with the innermost 4 feet reserved for landscaping. The section of Main Street between Munson Avenue and the Transition District will be a 88 foot wide right of way. It shall consist of a two-way paved road with two 12-foot drive lanes and two 4-foot bike lanes. The sidewalk shall be a minimum of 10 feet and a landscape buffer of 18 feet. The landscape buffer will include amenities for pedestrians such as seating and enhanced paving.

2. Public Spaces

There are four different types of public spaces in the Main Street District—parks, paseos, sidewalks, and the plaza.

(A) Parks

Parks shall be primarily green spaces located along enhanced streets and/or pedestrian/bike corridors. Parks may include features such as shade structures, fountains, water features, tables, benches, and decorative pavers. All parks must be ADA compliant. Parks shall be a maximum of 50% hard space and have a minimum of 40% tree canopy coverage at maturity.

(B) Paseos

In the Residential or Office Over Retail typology, there will be three paseos allowing pedestrian and vehicular access from the parking lot behind the buildings on one side of Main Street to the parking lot behind the buildings on the other side of Main Street. Each paseo shall have a width of 24 feet but no greater than 30% of the combined building height of the buildings on either side. Some paseos may be meant for vehicular

access (including a drive with 5-foot minimum sidewalks), while at least one paseo shall be pedestrian only. Paseos shall be lined with native trees and landscaping on either side.

(C) Sidewalks

Within the Main Street District, sidewalks range from 6 feet to 10 feet wide, as described in the Street Typologies section above. All sidewalks will be bordered by either the front edge of a retail shop and landscape buffer, or two landscape buffers. The plan provides enhanced pedestrian crossings at intersections by minimizing curb to curb dimensions, ADA compliant ramps and curbing, and enhanced landscaping and lighting.

(D) Plazas

An area of at least 15,000 sf at one corner of the intersection of Main Street and Munson Avenue shall be left as open space for a public plaza. This plaza may include features such as shade structures, fountains, water features, tables, benches, and decorative pavers. Portions of the plaza may be sloped no more than 1:20; they may, however, be raised or lowered with stairs and accessible ramps. The plaza shall be a minimum of 75% hard space and have a minimum of 25% tree canopy coverage at maturity.



B. Highway Commercial District

1. Street Typologies

The Highway Commercial District will consist of one Main Street typology. The section of Main Street in the Highway Commercial District shall be a 100-foot right of way. The cross-section of Main Street at FM1417 will be based on a traffic study to determine the required number of ingress and egress lanes and transition from the intersection of FM 1417 to the interior of the District.

2. Public Spaces

Public spaces within the Highway Commercial District are limited to the frontage of buildings and central walkways from FM 1417 to building frontage.

(A) Frontage of Buildings

The frontage of buildings within the Highway Commercial District shall be considered open space. The space between buildings and parking or drive lanes shall be a minimum of 16 lineal feet and contain a minimum 4-foot landscape buffer between back of curb and sidewalk.

(B) Sides of Buildings Fronting FM 1417

A buffer of 30 feet shall be maintained from any side of a building facing FM 1417. Sidewalks no less than 8 feet in width and separated by curbs from adjacent vehicular circulation ways shall be provided along the full length of the building along any facade that either includes a customer entrance or adjoins a customer parking area.

(C) Frontage of Buildings

The frontage of buildings within the Highway Commercial District shall be considered open space. The space between buildings and parking or drive lanes shall be a minimum of 14 lineal feet and contain a minimum 4-foot landscape buffer between back of curb and sidewalk.

(D) Walkways in Parking Lots

Walkways that cross parking bays shall be located in landscaped medians or corridors that include trees and groundcovers. Landscape islands in parking lots shall be located a maximum of 200 lineal feet apart. Mid-block walkways shall be 12 feet in width with a 4-foot centered walk and two 4 foot landscaped areas. Each landscape area shall have a minimum of one mid-sized tree and plus ground cover. Parking bays shall be separated from drive lanes by a minimum 4-foot wide median. Each end bay median shall contain two native trees and ground covers over 100% of the median. Native trees and ground covers must allow clear lines of sight. Where the required walkways cross drives, parking aisles, or other vehicular ways, the crosswalks shall be distinguished from driving surfaces by the use of durable, low-maintenance surface materials such as concrete or brick pavers; or scored, colored concrete.

C. Mid-Rise Residential District

1. Street Typologies

The Mid - Rise Residential District will consist of one Main Street typology. The section of Main Street in the Highway Commercial District shall be a 100-foot right of way. The cross-section of Main Street at FM1417 will be based on a traffic study to determine the required number of ingress and egress lanes and transition from the intersection of FM 1417 to the interior of the District.

2. Public Spaces

Public spaces within the Mixed Commercial District are limited to the frontage of buildings and central walkways from FM 1417 to building frontage and parks for multi-family groupings.

(A) Frontage of Buildings

The frontage of buildings within the Mixed Commercial District shall be considered open space. The space between buildings and parking or drive lanes shall be a minimum of 16 lineal feet and contain a minimum 4-foot landscape buffer between back of curb and sidewalk.

(B) Walkways in Parking Lots

Walkways that cross parking bays shall be located in landscaped medians or corridors that include trees and groundcovers. Landscape islands in parking lots shall be located a maximum of 200 lineal feet apart. Mid-block walkways shall be 12 feet in width with a 4-foot centered walk and two 4-foot landscaped areas. Each landscape area shall have a minimum of one mid-sized tree and plus ground cover. Parking bays shall be separated from drive lanes by a minimum 4-foot wide median. Each end bay median shall contain two native trees and ground covers over 100% of the median. Native trees and ground covers must allow clear lines of sight. Where the required walkways cross drives, parking aisles, or other vehicular ways, the crosswalks shall be distinguished from driving surfaces by the use of durable, low-maintenance surface materials such as concrete or brick pavers; or scored, colored concrete.

(C) Parks

Each grouping of four multi-family residential or multi-family with retail combination shall have a minimum of one park. The park shall be a minimum of 15% the ground floor of each four building grouping. Parks may include features such as shade structures, fountains, water features, tables, benches, and decorative pavers. All parks must be ADA compliant. Parks shall be a maximum of 50% hard space and have a minimum of 40% tree canopy coverage at maturity. The Mixed Commercial District will have a minimum of one dog park of a minimum of 1,000 square feet in addition to the park space requirements as described above.

D. Employment District

1. Street Typologies

(A) Moore Road:

Moore Road will be an 88-foot right of way designed to City of Sherman minor collector standards.

(B) Munson Avenue:

The section of Munson Avenue east of Moore Road will be an 88-foot right of way. It shall consist of a two-way paved road with two 12-foot drive lanes and two 4-foot bike lanes. Vehicular lanes will be separated by a 10-foot landscaped median that will serve as turn lanes as needed. The pedestrian zone will consist of an 8-foot landscape buffer between the back of curb and the sidewalk. The sidewalk shall be 10 feet wide, with a 5-foot landscape buffer between the sidewalk and property line.

2. Public Spaces

Public spaces within the Employment Zone are limited to the frontage of buildings, central walkways from the farthest parking bay to building frontage measured perpendicular to the building. Each building will have an employee useable open space and patio no less than 4% of the size of the parcel.

(A) Frontage of Buildings

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The frontage of buildings within the Employment District shall be considered open space. The space between buildings and parking or drive lanes shall be a minimum of 20 lineal feet and contain a minimum 12-foot landscape buffer between front of building and sidewalk.

(B) Walkways in Parking Lots

Walkways that cross parking bays shall be located in landscaped medians or corridors that include trees and groundcovers. Landscape islands in parking lots shall be located a maximum of 200 lineal feet apart. Mid-block walkways shall be 12 feet in width with a 4-foot centered walk and two 4 foot landscaped areas. Each landscape area shall have a minimum of one mid-sized tree and plus ground cover. Parking bays shall be separated from drive lanes by a minimum 4 foot wide median. Each end bay median shall contain two native trees and ground covers over 100% of the median. Native trees and ground covers must allow clear lines of sight. Where the required walkways cross drives, parking aisles, or other vehicular ways, the crosswalks shall be distinguished from driving surfaces by the use of durable, low-maintenance surface materials such as concrete or brick pavers; or scored, colored concrete.

E. Mixed-Use Commercial District

The Mixed Use Commercial District is intended to provide horizontal and vertical mixed use along FM1417. Mixed use commercial may include multi-family residential and multi-family residential with retail provided that retail is on the ground floor. The District may include office provided that the office is a minimum of two floors. The District may include office over retail provided that the mixed use is a minimum of two floors. Single story retail is allowed provided that it does not exceed 15% of a site plan's total proposed building square footage.

V. BUILDING TYPOLOGY DESIGN STANDARDS

The use and building envelope standards section establishes basic parameters for permitted and prohibited uses, building siting, lot widths, height, stories, and overall densities. Building Typologies for uses permitted or permitted with conditions that are not specified in the following sections shall be proposed to the City in a manner that satisfies the intent of this Planned Development in the defined character of the district in which it is proposed.

A. VILLAGE CENTER ZONE BUILDING TYPOLOGIES

1. Main Street District

The Main Street District will consist of four building typologies—Apartments, Residential or office over retail, Retail, and Civic. Each typology will have different building height and coverage limitations and design guidelines. Drive-throughs are not allowed in the Main Street District.

(A) Apartments

All apartment buildings within the Main Street District will be a minimum of three (3) stories and a maximum of five (5) stories. The ground floor level shall have a floor to floor height of 18 feet, and levels 2-5 shall have a floor to floor height of 10 feet, plus a 36" parapet at the roof level. A minimum of 30% of the gross floor area on the ground floor shall be retail. A three-story building shall utilize adjacent surface parking. A four- or five-story building will require structured parking for 100% of the building's required parking count. Multifamily apartment buildings within the Main Street District shall have a setback of zero feet.

(B) Residential or Office Over Retail

All buildings in the Main Street District will provide retail space on the ground floor. All Main Street District retail buildings may have either residential or office on upper floors. These buildings will be a minimum of two stories and a maximum of three stories. The ground floor level shall have a floor to floor height of 18 feet, and levels 2-3 shall have a floor to floor height of 10 feet, plus a 36" parapet at the roof level. The entire ground floor level shall be devoted to retail, while levels 2 and 3 may be either residential or office use. These buildings must front Main Street with a maximum building length of 200 feet, a front setback of zero feet and a maximum side setback of 20 feet. Parking is not allowed within the side setbacks.

Buildings within 100 feet of the intersection of Munson Avenue and Main Street may be either Retail or Residential or Office over Retail. Building heights shall be 28 feet minimum. Each building shall have a setback of zero feet, with a minimum footprint of 15,000 sf. An area of at least 15,000 sf at one corner of the intersection of Main Street and Munson Avenue shall be left as open space for a public plaza.

Civic

The north end of Main Street may contain a potential Civic building, located to the east of the intersection of Main Street and Travis Street. The civic building should serve as a landmark in the Village Center and be distinguished by a strong, welcoming architectural style. The front of the building shall have uses that activate Main Street and the public realm. The building may be composed of two to three joined volumes not exceeding 48 feet plus a 36" parapet, with a ground level loggia or canopy structure along the side of the building facing the sidewalk. The building footprint shall not exceed 90,000 sf. The building shall have a zero foot setback on Main Street.

2. Transition District

The Transition District will consist of one building typology—Small in-line retail. The typology may have different building heights but will maintain consistent coverage limitation and design guidelines. Drive-throughs are not allowed in the Transition District.

(A) Small In-line Retail

Small In-line Retail shall consist of connected retail spaces that are a maximum of 100 feet wide and 70 feet in depth. The maximum height shall be 25 feet plus a 36" parapet. A building may be comprised of a maximum of six retail spaces.

3. Mid – Rise Residential District

The Mid - Residential District will consist of two building typologies—multi-family residential and single family attached. Drive-throughs are not allowed in the Residential District.

(A) Multi-Family Residential

All multi-family apartment buildings within the Residential District will be a minimum of three stories and a maximum of five stories. The ground floor level shall have a floor to floor height of 18 feet, and levels 2-5 shall have a floor to floor height of 10 feet, plus a 36" parapet at the roof level. A maximum of 30% of the gross floor area on the ground floor may be retail for buildings along West Travis Street and FM 1417 only. A three-story building shall utilize adjacent surface parking. A four- or five-story building will require structured parking. Multifamily apartment buildings within the Residential District shall have a setback of 20 feet.

(B) Townhouse

Townhouse buildings within the Residential District will have a minimum of 2 stories and a maximum of three stories. The width of one residential unit shall range from 20-24 feet, and the length shall range from 35-45 feet. Each unit shall have a front yard that spans a minimum of 8 feet and a maximum of 10 feet from the face of the building to the front property line. Service drive shall be 20 feet with a 4-foot minimum landscape area between garages. Each lot shall have a 5-foot minimum landscape area from edge of drive to rear property line. The ground floor shall have a floor to ceiling height of 12 feet minimum, and the second and third levels shall have a floor to ceiling height of 8-10 feet. The maximum building height shall be 38 feet, plus a parapet if required. Each building shall consist of a minimum of 4 and a maximum of 6 units. Each building shall have a side yard setback of 12 feet, except for corner lots, which shall have a minimum setback of 16 feet. Driveways between buildings shall be a maximum of 16 feet.

4. Highway Commercial District

The Highway Commercial District will consist of four building typologies—Large box retail, In-line retail, Single use retail, and Restaurants. Each typology will have different building height and coverage limitations and design guidelines.

(A) Large Box Retail

Large box retail stores shall be located at the ends of in-line retail. The range of square footage for a large box retail building shall be 30,000-200,000 sf. The maximum height shall be 40 feet plus a 36" parapet.

(B) In-Line Retail

In-line Retail shall consist of connected retail spaces that are a maximum of 70 feet in depth. The maximum height shall be 25 feet plus a 36" parapet. A minimum of five and a maximum of eight retail spaces may be connected in the in-line retail typology. The maximum length of in-line retail shall be 400 feet. The total square footage for in-line retail shall not exceed 28,000 sf.

Two large box retail stores with in-line retail in between shall have a maximum length of 800 lineal feet. The total square footage shall not be greater than 300,000 square feet.

(C) Single Use Retail

Single use retail shall consist of a maximum of 20,000 sf. Maximum height for single use retail shall not exceed 30 feet without a special use permit.

(D) Restaurants

Family Style restaurants shall be a minimum of 7,000 sf and a maximum of 12,000 sf. Drive-throughs are not allowed on family style restaurants. Fast food restaurants shall be a minimum of 1,600 sf and a maximum of 2,400 sf. Fast food restaurants are allowed drive-throughs. All fast food restaurants are required to have a conditional use permit.

5. Mixed Use Commercial District

The Mixed Use Commercial District is intended to provide horizontal and vertical mixed use along the west side of FM1417. Mixed use commercial may include multi-family residential and multi-family residential with retail provided that retail is on the ground floor. The District may include office provided that the office is a minimum of two floors. The District may include office over retail provided that the mixed use is a minimum of two floors. Single story retail is allowed provided that it does not exceed 15% of a site plan's total proposed building square footage.

The Mixed Use Commercial District will consist of three building typologies—Single use retail, Restaurants and Residential or Office over Retail. Each typology will have different building height and coverage limitations and design guidelines.

(E) Single Use Retail

Single use retail shall consist of a maximum of 20,000 sf. Maximum height for single use retail shall not exceed 30 feet without a special use permit.

(F) Restaurants

Stand-alone restaurants shall be a minimum of 7,000 sf and a maximum of 12,000 sf. In-line restaurants shall be a minimum of 1,200 sf. Drive-throughs are not allowed on stand-alone and in-line restaurants.

(C) Residential or Office over Retail

All Residential or Office over Retail buildings will provide retail space on the ground floor. Buildings may have either residential or office on upper floors. These buildings will be a minimum of two stories and a

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maximum of three stories. The ground floor level shall have a floor to floor height of 18 feet, and levels 2-3 shall have a floor to floor height of 10 feet, plus a 36" parapet at the roof level. The entire ground floor level shall be devoted to retail, while levels 2 and 3 may be either residential or office use.

B. EMPLOYMENT ZONE BUILDING TYPOLOGIES

1. Office District

The Office District will consist of up to four building typologies. Each Typology will have different building height and coverage limitations and design guidelines.

- a. Corporate Office –
30,000 S.F. Minimum floorplate
2 floors min – 4 floors maximum
Maximum .6 FAR
Maximum Height – 64 feet
Maximum Building Coverage – 80%
- b. Multi-Tenant Office
24,000 S.F. Minimum floorplate
2 floors min – 3 floors maximum
Maximum .4 FAR
Maximum Height – 64 feet
Maximum Building Coverage – 80%
- c. Research and Development –
50,000 S.F. Maximum floorplate
One floor with a 20% minimum office mezzanine
Maximum .2 FAR
Maximum Height – 22 feet
Maximum Building Coverage – 80%
- d. Assemblage and Manufacturing -
200,000 S.F. Maximum floorplate
One floor with a 10% minimum office mezzanine
Maximum .18 FAR
Maximum Height – 30 feet
Maximum Building Coverage – 80%

C. RESIDENTIAL ZONE BUILDING TYPOLOGIES

Mixed-Use Commercial

The Mixed Use Commercial District is intended to provide horizontal and vertical mixed use along FM1417. Mixed use commercial may include multi-family residential and multi-family

residential with retail provided that retail is on the ground floor. The District may include office provided that the office is a minimum of two floors. The District may include office over retail provided that the mixed use is a minimum of two floors. Single story retail is allowed provided that it does not exceed 15% of a site plan's total proposed building square footage.

D. HEIGHT LIMIT EXCEPTIONS

- (1) Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plain view is no greater than twenty-five percent (25%) of the first floor footprint may exceed the height limits by up to twenty (20) feet.
- (2) Mechanical equipment, including mechanical/elevator equipment enclosures, ventilation equipment, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to twelve (12) feet above the actual building height, provided that:
 - (a) The equipment is set back from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height; or
 - (b) The exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building shall be constructed as architecturally integral parts of the building façade(s).

VI. Architectural Standards

The architectural standards section governs the village center zone and the residential attached and mid – rise residential architectural elements and appurtenances related to the façade materials, windows, roofs, service areas and other standards.

A. Main Street and Mid-Rise Residential

1. Building façade materials

- (B) Permitted primary building materials (which must cover not less than 85% of the area of the façade) shall be:
 - (1) Masonry/stone
 - (2) Stucco/plaster
 - (3) Hardie-plank™ equivalent or better siding
 - (4) Other primary building materials shall be required to obtain a special exception as a part of detailed site plan approval
- (C) Accent building materials (no greater than 15% of the area of the façade) may be:
 - (1) Pre-cast masonry (for trim and cornice elements only)
 - (2) Gypsum reinforced fiber concrete (for trim elements only)
 - (3) Metal (for beams, lintels, trim elements and ornamentation only)
 - (4) Split-faced CMU block (only for piers, foundation walls and chimneys)
 - (5) EIFS

2. Building awnings and canopies

- (A) Materials, illumination and location
 - (1) Awnings and canopies shall be architectural and constructed with fully opaque materials that complement the building to which they are attached; provided, however, no shiny or reflective materials are permitted.
 - (2) Awnings and canopies shall not be internally illuminated in a manner that illuminates the awnings or canopy material; provided, however, downward lighting limited to lighting the building façade, sidewalk areas, and seating areas, is permitted to be installed beneath awnings and canopies.

3. Building Roofs

- (A) Permitted Roof Materials
 - (1) Architectural asphalt shingles
 - (2) Tile, clay or concrete (faux clay)
 - (3) Slate (equivalent synthetic or better)
 - (4) Metal (standing seam, equivalent or better)
 - (5) Roofing material for flat roofs shall be monolithic Thermoplastic Polydefin (TPO) membrane or equivalent material.
- (B) Flat Roofs – roof material interior to the parapet shall not be visible from any adjacent ground-level areas.

4. Building Mechanical, Underground Utilities, and Solid Waste Facilities

(A) Mechanical Equipment

- (1) Ground level transformers, HVAC equipment, lift stations, utility meters, and other machinery shall be located at the rear of the lot where practical.
- (2) Roof mounted equipment shall be screened from view from the public space where practical.

(B) All electrical, phone, cable and other similar types of facilities shall be underground except for service boxes which shall be approved at the time of Detailed Site Plan.

(C) Solid waste collection and disposal

- (1) Location of solid waste facilities shall be approved at time of detailed site plan.
- (2) Solid waste facilities including trash compactors shall be screened by a masonry wall of a height that is at least one (1) foot above the height of the solid waste facility or trash compactor. Such screening wall shall be built with the same materials as used for the principal building, or an otherwise city approved material.
- (3) Access to Solid waste facilities shall be provided by a metal gate or door equal in height of the wall and shall remain closed at all times when not being accessed for purpose of disposing solid waste into, or collecting for off-site disposal from, the facility.

B. Townhouses

1. Architectural Diversity

- (A)** Floor plans and front façades of the same primary building material color for single-family detached residential shall be separated from one another by no fewer than three (3) lots for same floor plans and no fewer than four (4) lots for the same front façade.
- (B)** No combination of the same masonry color, mortar color, and sand color shall be repeated for single family detached residential buildings located on adjacent lots.
- (C)** The following list of architectural elements shall be incorporated into façades of single-family detached residential buildings with a choice of at least two (2) different elements occurring no more often than every fourth (4th) lot and be included in the detailed site plan:
 - (1) Balcony
 - (2) Front porch (may occur more often than every 4th lot)
 - (3) Chimney
 - (4) Patio courtyard
 - (5) Masonry, stone, or cast stone accents
 - (6) Double entry doors
 - (7) Covered entry
 - (8) Dormers
 - (9) Cedar shutters
 - (10) Natural stone (30% front façade)
 - (11) 10:12 or great roof pitch (may occur more often than every 4th lot)
 - (12) Gables with architecture feature

- (13) Arch top windows
- (14) Circle top windows
- (15) Stained wood columns

2. Building façades

Façade treatments are those portions of a building's street frontage façade elevation extending from the ground to the roof that consists of a single layer or architectural expression.

- (A) Residential buildings shall have a finished floor elevation of not less than one (1) foot above the top of the front curb elevation.
- (B) Wall openings shall not span vertically more than one story.

3. Building façade materials

- (A) Permitted primary building materials (which must cover not less than 85% of each area of the area of the façade) shall be:
 - (1) Masonry/stone
 - (2) Stucco/plaster
 - (3) Hardie-plank™ equivalent or better siding
 - (4) Other primary building materials shall be required to obtain a special exception as a part of site plan approval
- (B) accent building materials (which may cover no more than 15% of the area of the façade) may be:
 - (1) Pre-cast masonry (limited trim and cornice elements only)
 - (2) Gypsum reinforced fiber concrete (limited to trim elements only)
 - (3) Metal (limited to roofing, beams, lintels, trim elements and ornamentation only)
 - (4) Split-faced CMU block (but used only for piers, foundation walls and chimneys)
 - (5) EIFS
- (C) Calculation of the percentage of the area of permitted building materials on a FAÇADE shall not include:
 - (1) The area occupied by windows and doors (including garage doors); and
 - (2) Other architectural features above the roofline, or areas not in plane with first-floor wall.

4. Building Windows

Windows shall conform to the following:

- (A) Window Materials
 - (1) Specialty windows such as stained, opalescent, or glass block shall be permitted in limited amounts but in no case greater than fifteen (15) percent of the total window area of the façade.
 - (2) Solar screens are permitted only on façades not visible from the public space.
- (B) Window Configurations
 - (1) The horizontal dimension of the window opening shall not exceed the vertical dimension except as provided in subparagraph b. (2), below.
 - (2) A maximum of five (5) windows may be mulled horizontally together to form a compound window

which may be wider than it is tall if each grouping is separated by a mullion, column, pier or wall section that is not less than seven (7) inches wide.

(C) Alterations to these standards may be granted as part of a detailed Site Plan.

5. Building Roofs and PARAPETS

(A) Permitted Roof Materials

- (1) 30-year dimensional shingles.
- (2) Tile, clay or concrete (faux clay).
- (3) Slate (equivalent synthetic or better).
- (4) Metal on porches and accent roofs.
- (5) Roofing material for flat roofs shall be monolithic Thermoplastic Polydefin (TPO) membrane or equivalent material
- (6) Roofing materials shall have a minimum 30-year rated warranty.

(B) Authorized Roof Configurations

- (1) Pitched Roofs
Hip and gable roofs shall be symmetrically pitched 8:12 or greater.
- (2) Flat Roofs
Roof material interior to the parapet shall not be visible from any adjacent ground-level areas.

(C) Roofs, Dormers and Chimneys

- (1) DORMERS and chimney chases above the roof structure shall be finished with a permitted primary building material
- (2) Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior. Finished construction that provides for an exposed pre-fabricated metal flue piping (other than gas appliance vent stacks required by codes) is prohibited

6. Underground Utilities

- (A)** All electrical, phone, cable and other similar types of facilities shall be underground except for service boxes which shall be approved at the time of Detailed Site Plan.

C. Office District

Prior to site and building permit requests, architectural building elevations must be approved with the Detailed Site Plan to ensure continuity and consistency of development of the Property.

1. Building Height, Massing, and Scale

- (A)** The mass and scale of large buildings should be reduced by varying building heights, and/or setbacks, along the front and street side building façades.
- (B)** Building heights, massing and setbacks should be varied, to define different functions such as offices and warehousing.
- (C)** Industrial and business park development should be similar in scale and massing to adjacent development, and establish a smooth transition between uses. If a different scale for new

development is required for functional reasons, the new development should provide a transition between adjacent buildings.

- (D) Vertical and horizontal offsets should be integrated within building facades to minimize building bulk.
- (E) Techniques that should be used to 'break up' the massing of a building include stepping the building height, furring out walls to create offsets in plane, adding battens or reveals to walls surfaces, and insets or other variations in plan.

2. Building Facades

- (A) Long, blank facades should be avoided. More articulation, detailing, and fenestration should be provided on facades visible from major thoroughfares and freeways.
- (B) Facades of large buildings visible from a public street should include architectural features such as reveals, windows and openings, changes in parapet heights, color, texture, and material to add interest to the building elevation and reduce its visual mass.

3. Entry Features

- (A) Building entries should be clearly identifiable and integrated within the overall building design. Projections, columns, overhangs, enhanced landscaping, vertical architectural features, distinctive materials, and colors should be used to articulate entrances.
- (B) Primary building entries should be readily identifiable and well defined through the use of projections, recesses, columns, roof structures, or other design elements.

4. Windows & Doors

- (A) Recessed windows, awnings, landscaping, and shading devices to reduce solar heat gain should be used where appropriate.
- (B) Window type, material, shape, and proportion should complement the architectural style of the building entry.
- (C) Glare-producing reflective glass is discouraged, but tinted glass may be used. The tinted glass should be as clear as possible while still being energy efficient.
- (D) Building openings, such as windows and doors, should maintain the proportions and spacing of other openings on the block.
- (E) Roll-up doors should be oriented away from public street views and adjacent residential areas to avoid unsightly views and noise emissions beyond the property line.

5. Colors & Materials

- (A) A comprehensive material and color scheme should be developed for each site. Material and color variations in multi-building complexes should be complementary and compatible among buildings.
- (B) Large expanses of smooth material (e.g., concrete) should be broken up with expansion joints, reveals, or changes in texture, color, and material.
- (C) Large expanses of highly reflective surface and mirror glass exterior walls should be avoided to reduce heat, and prevent glare impacts on adjacent public streets and properties.

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- (D) Materials and colors of wall and monument signs should be compatible with the main buildings on the site.
- (E) Building walls that may be prone to graffiti should be treated with a graffiti resistant coating, materials that are not conducive to graffiti such as split face block, or extensive landscaping to cover blank walls.
- (F) All exterior materials, textures and colors should be appropriate for the architectural style or theme of the building, and should contribute towards the quality of the streetscape.
- (G) Compatible colors on a single façade, or composition, should add interest and variety while reducing building scale and breaking up plain walls. Light, neutral colors should be used on industrial buildings to help reduce their perceived size. Contrasting trim and color bands can help break up blank surfaces.

6. Building Lighting

- (A) The design of the light fixtures and their structural support should be architecturally compatible with the theme of the development.
- (B) Lighting fixtures should not have exposed bulbs.
- (C) Decorative accent lighting and fixtures above the minimum 1-foot candle illumination levels of surrounding parking lots should be provided at vehicle driveways, entry throats, pedestrian paths, plaza areas, and other activity areas.
- (D) Exterior doorways and entries should be fully illuminated to a minimum of one foot-candle over the entire face and frame of the opening.
- (E) Wall mounted lights should not extend above the height of the wall or parapet to which they are mounted.
- (F) Parking lot lighting standards should be placed so that the illumination spread will not conflict with the growth of trees in required parking lot planters.

7. Roof Forms

- (A) Rooflines should include variations to avoid long, horizontal rooflines. Long, horizontal rooflines should be minimized through articulating a building's facade, alternating roof or parapet heights, providing variations in materials and colors, or other appropriate methods.
- (B) Depending upon the architectural style of a structure, industrial and business park buildings are encouraged to use decorative roof elements, such as cornices to enhance a building's roof edge.
- (C) When sloped roofs are incorporated into a design, equipment wells should be used to continue the existing pitch and roofline.

8. Service Areas & Utilities

- (A) Refuse, storage, and equipment areas should be screened from view from adjacent uses.
- (B) All installed equipment, electrical rooms, and service rooms should be placed within the footprint of the structure. No equipment of any kind should be visible on the outside of the structure.

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- (C) All screening devices should be compatible with the architecture, materials and colors of the building.
- (D) Trash enclosures that are visible from upper stories of adjacent structures should have an opaque or semi-opaque horizontal cover/screen to mitigate unsightly views. The covering structure should be compatible with the architectural theme of the site's buildings.
- (E) Roof ladders should be located inside the building or be designed to be compatible with the architectural design of the building. Equipment used to retract and store roof ladders should not be mounted to the exterior of the structure.
- (F) Refuse storage and loading areas should be located at the rear of the development and screened from public view.

9. Canopies & Awnings

- (A) Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
- (B) Canopies, awnings, and arcades should be designed with respect for the proportions of the building in terms of size, shape, and placement, unless a unique architectural style encourages something different.
- (C) Canopies and awnings should fit within individual bays or structural divisions of the building facade rather than extending beyond a single bay, unless the building structure dictates an alternative placement.
- (D) Use of a continuous awning for the windows on the upper floors is discouraged. Each window, or small grouping of windows, should be articulated with an individual canopy or awning, with awnings extending no more than halfway down the window. The color and style should complement ground-level awnings and canopies on the same building.
- (E) Brightly colored awnings should be compatible with the colors used on the main building. Uncolored or light-colored canvas awnings may be appropriate for dark and north-facing facades.
- (F) Canopies and awnings should only be internally illuminated where appropriate to the architectural style of the building.
- (G) Materials should be of the highest quality such as metal and glass. If canvas material is used, it should be heavy duty and non-reflective, matte finish. Plastic or vinyl canopies should not be used.

10. Signage & Graphics

- (A) Signage can be wall-mounted, projecting, combined with awnings, or placed on windows. Hanging signs with projecting lettering are encouraged.
- (B) Attached signage should consist of individual letters; cabinet signs are discouraged.

D. Highway Commercial District

1. Entrances.

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- (A) Standards. Retail buildings 20,000 square feet or greater shall feature multiple entrances to help reduce walking distances from cars, facilitate pedestrian and bicycle access from public sidewalks, and provide convenience. Multiple entrances should be used to mitigate the effect of the unbroken walls and neglected areas that often characterize building facades that face bordering land uses. Retail buildings shall feature entrances that are coordinated with pedestrian networking and public connectivity to and through the entire site.
- (B) All sides of a principal building that directly face an abutting public or private right-of-way should feature at least one customer entrance or covered walkway leading to an entrance. Where a principal building 20,000 square feet or greater directly faces more than two abutting public or private rights-of-way, this requirement should apply to a minimum of two sides of the building, including the side of the building facing the primary street, and another side of the building facing a secondary street. Where exterior entrances to the building are not feasible due to internal store operations, real or false windows or similar features may be combined with a covered walkway.

Each principal building on a site shall have clearly defined, highly visible customer entrances featuring no less than three of the following:

- (a) Canopies or porticos;
 - (b) Overhangs;
 - (c) Recesses/projections;
 - (d) Arcades;
 - (e) Raised corniced parapets over the door;
 - (f). Peaked roof forms;
 - (g) Arches;
 - (h) Outdoor patios;
 - (i) Display windows;
 - (j) Architectural details such as tile work and moldings which are integrated into the building structure and design;
 - (k) Integral planters or wing walls that incorporate landscaped areas and/or places for sitting;
 - (l) A specific architectural element proposed by the applicant's architect that is acceptable to the Community Development Director.
- (C) Where additional stores will be located in the principal building, each such store should have at least one exterior customer entrance, which shall conform to the above requirements.

- (D) Side or rear walls that face walkways may include false windows and door openings defined by architectural features or similarly proportioned modulations of the wall, only when actual doors and windows are not feasible because of the nature of the use of the building, as determined by the Community Development Director.

2. Facades and Exterior Walls.

- (A) Standards. Facades shall be articulated to reduce the scale and the uniform, impersonal appearances of retail buildings that are subject to this chapter, and provide visual interest that will be consistent with the community's identity, character, and scale. The intent is to encourage a more human scale that residents of Ferndale will be able to identify with their community. The resulting scale will ensure a greater likelihood of reuse of structures by subsequent tenants. Facades, exterior walls and entryways shall provide consistent architectural treatment. Where practical, vertical construction is encouraged for retail and mixed-use developments.
- (B) Regardless of building size, all facades greater than 100 feet in length, measured horizontally and visible from public or private streets, pedestrian walkways, public parking lots, or other areas which, in the opinion of the Community Development Director, are now or are likely to be accessed by the public, should incorporate wall plane projections or recesses having a depth of at least three percent of the length of the facade and extending at least 20 percent of the length of the facade. No uninterrupted length of any visible facade shall exceed 100 horizontal feet.
- (C) Facades that face public streets should have a variety of arcades, display windows, entry areas, or awnings along no less than 60 percent of their horizontal length, unless the structural integrity of the building is at stake.
- (D) All sides of the building should include materials and design characteristics consistent with those on the front. Use of inferior or lesser quality materials for side or rear facades shall be prohibited.

3. Smaller Retail Stores.

- (A) Standards.
 - (1) The presence of smaller retail stores gives a center a "friendlier" appearance by creating variety, breaking up large expanses, and exhibiting the variety of the site's opportunities. Windows and window displays of such stores shall be used to contribute to the visual interest of exterior facades. The standards presented in this section are directed toward those situations where additional, smaller stores, with separate, exterior customer entrances are located in the principal buildings or development site.
 - (2) Smaller retail stores less than 20,000 square feet and located within a regional center complex as a separate building pad shall incorporate into their design structural enhancements similar to the principal structure. This would provide visual consistency and a greater sense of place within the center.
 - (3) Where principal buildings contain additional, separate stores, which occupy less than 20,000 square feet of gross floor area, with separate, exterior customer entrances:

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- (4). The street level facade of such stores should be transparent between the height of three feet and seven feet above the grade of the walkway for no less than 60 percent of the horizontal length of the building facade for each such store.
- (5) Windows should include visually prominent sills, shutters, recessed windows, or other forms of framing and shall not contain reflective glass.

(B) Detail Features.

- (1) Standards. Buildings shall have architectural features and patterns that provide visual interest at the scale of the pedestrian, reduce massive visual effects, and recognize local character.
- (2) Guidelines.
 - (a) Building facades should include a repeating pattern that should include no less than three of the elements listed below. At least one of these elements shall repeat horizontally. Each selected element should repeat at intervals of no more than 30 feet, either horizontally or vertically.
 - (b) Color change.
 - (c). Texture change.
 - (d) Material module change.
 - (e) Wall plane change, where the expression of architectural or structural bay is created through a change in plane no less than one foot in width, such as an offset, reveal, or projecting rib.

(C) Roofs.

- (1) Standards. Variations in rooflines shall be used to add interest to, and reduce the massive scale of, large buildings. Roof features should complement the character of adjoining neighborhoods.
- (2) Guidelines.
 - (a) Rooflines should be varied with a change in height every 100 linear feet in the building length.
 - (b) Parapets, mansard roofs, gable roofs, hip roofs, or dormers shall be used to conceal flat roofs and roof top equipment (such as HVAC units) from public view out to the site perimeter. Alternating lengths and designs may be acceptable.
 - (c) The average height of parapets should not exceed 15 percent of the height of the supporting wall, nor at any point exceed one-third of the height of the supporting wall.

(D) Materials and Colors.

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(1) Standards. Exterior building materials and colors comprise a significant part of the visual impact of a building. Therefore, they shall be aesthetically pleasing and compatible with materials and colors used in adjoining properties.

(2) Guidelines.

(a) Predominant exterior building materials should be constructed with high-quality materials such as:

- i. Brick masonry.
- ii. Wood, large timbers.
- iii. Sandstone.
- iv. River rock and other native stone.
- v. Tinted, textured, concrete masonry units.
- vi. Transparency elements such as windows, showcases, skylights, and display windows.
- vii. Other similar high-quality building material.

(b) Front facades or facades visible from public or private streets or residentially zoned properties should not include the following as the primary building material:

- i. Smooth-faced concrete block.
- ii. Smooth-faced tilt-up concrete panels.
- iii. Prefabricated steel panels.
- iv. Highly reflective materials that produce glare are not permitted.

(c) Facade colors should be of low reflectance, subtle, neutral colors, blend well with the environment and not cause abrupt changes. The use of high-intensity colors, metallic colors, black or fluorescent colors on the primary facade or wall is prohibited.

(d) Building trim and accent areas, not to exceed 15 percent of any single building facade, may feature brighter colors, including primary colors, but neon tubing or the use of other high-intensity lighting is prohibited.

VII. Lighting, Parking and Signage Standards

The LIGHTING, PARKING and SIGNAGE STANDARDS section establishes the standards for public/private space lighting, provision of adequate parking, and compatible signage.

A. Lighting

1. Street Lights

(A) Street lights shall be install in accordance with the following:

1. Major streets – spaced a maximum of one hundred and fifty feet (150) feet including one (1) at each intersection.
- (2) Minor streets – spaced a maximum of one hundred feet (100) feet including one (1) at each intersection.
- (3) Local streets – lighting shall be at each intersection.

(B) Street lights shall not cast a perceptively unnatural spectrum of light (such as low-pressure sodium) or project light skyward (dark sky friendly lighting).

b) Village Center zone lighting

An exterior lighting plan shall be approved as part of the Detailed site Plan for the village center.

- (1) Site lighting shall be of a design, height and location to illuminate only the lot on which the light fixture is located unless illumination across lot lines is by a lighting fixture is authorized by the approved lighting plan included in the approved detailed site plan.
- (2) Lighting elements shall not cast a clearly/perceptively unnatural spectrum of light (such as low pressure sodium). Lighting elements shall be limited to incandescent, metal halide, or halogen type fixtures.
- (3) No flashing, traveling, animated, or intermittent lighting shall be visible from the exterior of any building whether such lighting is of temporary or long-term duration.

b. Parking

(A) Single-Family Residential

- (1) Single-family residential detached and attached shall provide a minimum of two (2) garage parking spaces that shall remain usable for parking of two (2) passenger vehicles.
- (2) Additional visitor parking (on or off street) shall be provided for single-family residential developments at a rate of one (1) space per four (4) dwellings located within five hundred (500) feet for any single-family residential lot providing parking for less than four (4) vehicles.

(B) Mid-Rise Residential

- (1) A minimum of 1.6 parking spaces shall be provided for each mid-rise residential unit.
- (2) Additional onsite visitor parking shall be provided for mid-rise residential at a rate of one (1) space per four (4) units.

(C) Village Center

- (1) A parking plan prepared by a Texas professional engineer shall be submitted to the City that sets forth how village center uses will accommodate parking demand. The parking plan shall be based on the parking standards set forth herein, or in the absence of a

standard for a proposed use, shall be established by the City of Sherman as part of the approved detailed site plan.

- (2) required parking ratios for village center uses shall be:
 - (a) Office – 1 space per 300 square feet
 - (b) Retail – 1 space per 250 square feet
 - (c) Restaurant – 1 space per 150 square feet
 - (d) Civic – 1 space per 250 Square feet
 - (e) Residential above Retail – 1.6 spaces per residential unit
 - (f) Office above Retail – 1 space per 250 square feet
 - (g) Single Family Attached – 2 spaces per residential unit

(D) On street parking

- (1) On-street parallel parking shall be eight (8) feet in depth and twenty-two (22) feet length.
- (2) On-street parking may be counted towards meeting off-street parking requirements if authorized by the approved DETAILED SITE PLAN.
- (3) Except for single family residential lots, a perpetual cross-access easement for vehicle and pedestrian travel as well as cross-easements for parking shall be granted between and among all lots within the Property as necessary. The cross-access easement may be provided by plat or separate instrument. No other cross-access easements are required.
- (4) Multifamily uses (Dwelling, Condominium and Dwelling, Multi-Family Apartment) must provide a minimum of one (1) off-street parking space per bedroom. One-quarter space per dwelling unit must be unassigned for guest parking.
- (5) Senior independent living uses must provide a minimum of 0.7 off-street parking spaces per dwelling unit or suite.
- (6) On-street parking within 200 feet of a building/use may be counted towards the off-street parking requirement; provided, **however, such use may only be counted once and not counted for multiple uses or buildings. Nothing in this paragraph 4 shall be construed as prohibiting a shared parking agreement** from allowing parking spaces to be counted toward the minimum off-street parking requirements for multiple uses or buildings.
- (7) Off-street parking requirements may be satisfied using shared parking agreements, provided that all spaces are located within 800-feet of the building/use being served, measured at the shortest possible distance in a straight line from the building/use to the parking space.
- (8) Private streets may be provided . The pavement and subgrade of all such private streets shall be constructed to public street standards in accordance with the City of Sherman's standard construction specifications for public streets.
- (9) Temporary parking for special events may be approved by the Director of Community Development.
- (10) Angled head-in parking is allowed.
- (11) Streets may be constructed with a minimum 2% cross-slope

C. Signage

A Signage Plan

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1. A comprehensive sign plan shall be submitted to the City as part of the Detailed Site Plan.
2. Only individual lettering on a village center signage may be internally lit.
3. Lettering on awnings and canopies shall be limited to six (6) inches tall located only on vertically hanging fabric at curbside of awning.

B Prohibited or Limited Signs

1. Billboards, off-premise, pole signs, marquees, animated, flashing or intermittent signs, and roof and painted building façade signs are prohibited.
2. Portable or wheeled signs and advertising devices located outside any building shall be prohibited.

VIII. Landscaping Standards

The landscaping section addresses required landscaping at site development.

1. Landscaping – Trees

ii) STREET TREES

- (1) MAJOR STREETS shall have STREET TREES planted within the PARKWAY with a spacing of no greater than one hundred (100) feet on center measured per BLOCK face or on a project by project basis, whichever is the smaller lineal dimension.
- (2) MINOR and LOCAL STREETS shall have STREET TREES planted within the PARKWAY with a spacing of no greater than seventy-five (75) feet on center measured per BLOCK face or on a project by project basis, whichever is the smaller lineal dimension.
- (3) For on-street parking spaces where bump-outs are utilized for parallel parking, one (1) STREET TREE shall be planted in each bump-out.
- (4) STREET TREES shall be at least three (3) caliper inches in diameter measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting.

iii) VILLAGE CENTER TREES

- (1) Where the primary structure is located within twenty (20) feet of the front property line, the VILLAGE CENTER use shall be only responsible for planting STREET TREES in accordance with standards for STREET TREES on MAJOR STREETS.
- (2) Where the primary structure is located greater than twenty (20) feet from the front property line, the following tree planting shall be required:
 - (a) One tree at least three (3) caliper inches in diameter measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting for each fifty (50) feet of linear STREET FRONTAGE, which trees shall be planted within fifteen (15) feet of the front property line.
 - (b) Trees may be planted in groups with appropriate spacing for species.
 - (c) The trees required by this Subparagraph b. shall be in addition to the required STREET TREES.

iv) SINGLE-FAMILY RESIDENTIAL TREES

- (1) General
 - (a) Required FRONT YARD TREES shall be in addition to the required STREET TREES
 - (b) Required FRONT YARD TREES shall be at least three (3) inches in diameter measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting.
- (2) Required FRONT YARD TREES
 - (a) For lots having building setbacks of ten (10) feet or less no FRONT YARD TREES shall be required.
 - (b) For lots having building setbacks of greater than ten (10) feet one (1) FRONT YARD TREES shall be required.

2) Landscaping – Yards

i) VILLAGE CENTER and MID-RISE RESIDENTIAL Yards

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- (1) Required Landscaping shall be approved as a part of DETAILED SITE PLAN approval.
- ii) SINGLE-FAMILY RESIDENTIAL LOTS Yards
 - (1) For lots widths of forty (40) feet or greater, no fewer than four (4) five (5) gallon shrubs and twelve (12) one (1) gallon shrubs shall be planted.
 - (B) For lots widths twenty-five (25) feet and less than forty (40) feet, no fewer than three (3) five (5) gallon shrubs and eight (8) one (1) gallon shrubs shall be planted.
 - (C) For lots widths less than twenty-five (25) feet, no fewer than two (2) five (5) gallon shrubs and six (6) one (1) gallon shrubs shall be planted.
 - (D) SINGLE-FAMILY RESIDENTIAL lots shall have full sod installed within any portion of the front yard and side yard abutting a STREET not covered by walkways, driveways, trees, shrubbery, ground cover or planting beds, or other approved landscape materials.
 - (E) Decorative rocks shall be permitted in limited amounts and within areas between structures where plant material is difficult to maintain.

3) Landscaping – Parking Lots

- (A) Five (5) linear feet of landscaped evergreen screening at a height of three (3) feet shall be planted between the STREET right-of-way and the parking area in all parking areas within a parking lot abutting a STREET.
- (B) The following interior landscaping shall be planted in off-street, surface parking that contains twenty (20) or more parking spaces:
 - (a) Twenty (20) square feet of landscaping for each parking space shall be installed within the paved boundaries of the parking area;
 - (2) Landscaped islands shall be located at the ends of all parking rows and one (1) landscaped island for each twenty (20) parking spaces in a parking row shall be located on the interior of each parking row. The location the landscape islands within parking areas shall be approved as part of the DETAILED SITE PLAN
 - (3) No fewer than one (1) tree, three-inch (3) caliper inch minimum as measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting shall be planted in each parking lot landscaped island.
 - (4) Landscaped islands shall be not less than six (6) feet wide, not less than ninety percent (90%) of the abutting parking space in length, and planted with approved ground cover.
 - (5) Landscaped areas shall be protected by a raised six (6) inch concrete curb with pavement placed no closer than three (3) feet from the trunk of a tree if no City-approved root barrier has been installed.

4) Landscaping – Fences/Walls

- (1) Metal fencing shall be ornamental metal, tubular steel or similar material with a consistent design and finished in black.
- (2) MASONRY walls shall be constructed with MASONRY materials compatible with adjacent buildings.
- (3) Wood fencing adjacent to STREETS shall be board-on-board with capping, pre-stained cedar, with steel posts.
- (4) Fences and walls exceeding eight (8) feet in height are prohibited except to screen service areas

of VILLAGE CENTER and MID-RISE RESIDENTIAL.

(5) Fence and wall materials and location shall be approved as part of the DETAILED SITE PLAN.

ii) Fencing/Walls – MAJOR STREETS

(1) WOOD fencing along MAJOR and MINOR STREETS is prohibited.

(2) MASONRY walls exceeding two (2) feet in height shall be designed with footings approved by a structural engineer or other appropriately licensed professional.

iii) Fences/Walls – RESIDENTIAL

(1) No fence or wall shall be permitted within front yards except on corner lots, wherein approved ornamental metal fences, not exceeding five (5) feet in height, may be installed within the front yard not serving as the main entry point to the dwelling (i.e. the side yard along the STREET).

(2) On RESIDENTIAL lots abutting or facing a PARK/OPEN SPACE, only ornamental metal fencing shall be used on the side of the lot facing the PARK/OPEN SPACE unless another material approved as part of the DETAILED SITE PLAN.

(3) Fences and walls consisting of materials or placed in locations not otherwise authorized by this Subparagraph may be approved as part of the approved DETAILED SITE PLAN.

5) Landscaping – Irrigation

Permanent automatic irrigation systems shall be designed, installed, and operated for all required landscaping.

j) Landscaping – Completion

i) No certificate of occupancy for any building on any lot may be issued until all required irrigation systems, trees and other plant materials have been installed and/or planted on the lot.

ii) Due to on-going drought conditions, the City staff may delay the planting of new landscape materials, in which case, a certificate of occupancy may be issued.

iii) In the event of such authorized delay, all landscape materials shall be planted not later than the date provided in the authorization. Failure to install all landscaping by the date set forth in the delay authorization shall be a violation of this Ordinance.

IX. Parks, Open Space and Recreation Standards

The LANDSCAPING and PARK/OPEN SPACE and OTHER RECREATION STANDARDS section addresses required landscaping and other recreation amenities.

A. Greenbelt Standards

The Greenbelt is intended to be a City-wide open space with both passive and active recreational uses. The Greenbelt will also contain a storm water ponding feature accommodating stormwater for a portion of this property and the Independent School District. The pond will be designed as an aesthetic feature to enhance the visual aesthetics of the greenbelt, and will allow for public access under safe conditions.



1. Hike and Bike Trails, inclusive of a publicly accessible trail head, shall be constructed by the City of Sherman within the Greenbelt Zone in accordance with City specifications, as follows:
 - (A) The Greenbelt will contain public accessible trails that allow the community to access the natural greenbelt features of the property;
 - (B) The location and size of the trail(s) will be determined by final landscape improvement plans associated with the improvements of Moore Road and detention facilities as determined by preliminary and final improvement plans.
 - (C) In general, a 12-foot wide hike and bike trail shall be constructed along either Moore Road or the east side of the existing gas and power utility easements conjunction with construction of the adjacent streets as shown on the Concept Plan.
 - (D) The final location of each trail to be constructed on the Property must be approved by the City prior to commencement of construction of said trail.

2. Civic and Recreational Facilities shall be constructed at no cost to the Owner or Developer within the Greenbelt Character District in accordance with plans and specifications approved by the applicant and approved by the Director of Community Development as follows:
 - (A) As part of the Open Space Plan, the Greenbelt shall contain publicly accessible recreational facilities that allow the community to access active recreational and civic based facilities.
 - (B) The location and size of civic and recreational facilities will be determined by final improvement plans associated with the improvements of Moore Road.

Village Planned Development – City of Sherman

3. Natural Features. The intent of the Planned Development's Open Space Plan is to preserve as much as the existing natural site features from FM 1417 to Travis Street as a community wide regional open space. Final Greenbelt Preservation will be a function of the mass grading and drainage plan and improvement plans for Moore Road and adjacent areas.

B. Park/Open Space

1. VILLAGE CENTER and MID-RISE RESIDENTIAL

- (A) VILLAGE CENTER uses shall be required to set aside a percentage of lot area for PARK/OPEN SPACE per Appendix G- Parks and Open Space Map.
 - (B) MID-RISE RESIDENTIAL shall allocated and develop not less than ten percent (10%) of the lot(s) on which the development is to be constructed to PARK/OPEN SPACE
 - (i) Landscaped parking areas, walkways, yards and entries shall be considered PARK/OPEN SPACE.
 - (ii) Areas designated as PARK/OPEN SPACE shall be shown on the approved DETAILED SITE PLAN.
 - (C) SINGLE-FAMILY RESIDENTIAL
- (2) Areas designated as PARK/OPEN SPACE shall be shown on all approved DETAILED SITE PLANS.
- (D) PARK/OPEN SPACE shall be maintained by either a property or homeowners association unless it is a City of Sherman public park .

C. Pedestrian Pathway

1. PEDESTRIAN PATHWAYS shall be twelve (12) feet in width on MAJOR STREETS, seven (7) feet in width on MINOR STREETS, and five (5) feet on LOCAL STREETS.
2. PEDESTRIAN PATHWAYS shall be installed at all required locations on a lot prior to issuance of a certificate of occupancy of the first building constructed on the lot or, if the issuance of a certificate of occupancy is required, the commencement of the provision of utilities to any building on the lot.

X. Appendices

The Appendices contain: Appendix A – DEFINITIONS; Appendix B – CONCEPTUAL PLAN MAP; Appendix C – DEVELOPMENT DISTRICT MAP; and Appendix D – Street Cross Sections.

A. Appendix – Definitions

The following words and phrases as used in this ORDINANCE shall have the following meanings unless the context of such use clearly indicates otherwise. Words and phrases not defined within the Definitions, but which are defined in the City of Sherman Zoning Ordinance shall have the meaning provided such words and phrases in the Zoning Ordinance. Wherever a word or phrases is printed in CAPITAL LETTERS, it is being used as defined herein.

ACCESSORY BUILDING OR STRUCTURE (RESIDENTIAL DISTRICT) – A subordinate building or structure, detached and used for a purpose customarily incidental to the main structure such as a private garage for automobile storage, tool house, lathe or greenhouse as a hobby (no business), home workshop, children's playhouse, storage house, garden shelter or swimming pool, but not involving the conduct of a business.

ACCESSORY USE – A use of land or building or portion thereof customarily incidental and subordinate to the principal use of the land or building and located on the same lot with the principal use; within a RESIDENTIAL DISTRICT this may include a pool, children's play equipment, gazebo, picnic table, etc.

ACCESSORY USE (see USE).

AFFILIATED RESIDENTIAL USE – A use intended for the residents and their guests of a RESIDENTIAL use that includes a leasing office, fitness center, game room, laundry, pool, amenity center and other residential-related services and uses.

AFFILIATED RESIDENTIAL USES (see USE).

ALLEY – A public space or drive which affords secondary means of access to abutting property.

AMENITY CENTER – An OPEN SPACE area developed as a recreational center for the use by VILLAGE residents and their guests that may include pools, hot tubs, meeting rooms, workout spaces, bathrooms, playgrounds and similar uses.

AWNING – A cantilevered, projected or suspended cover over the sidewalk portion of the PUBLIC SPACE. This also includes roof-like coverings, usually of canvas or metal and often adjustable, placed over the sidewalk, windows, or doors to provide protection from sun and rain.

BALCONY – An exterior platform attached to the building FAÇADE extending outward from an interior room located above a GROUND STORY.

BLOCK – An area enclosed by streets and occupied by or intended for buildings; or if said word is used as a term of measurement, it shall mean the full length along the street between the intersection of two streets.

BUILDING HEIGHT – For VILLAGE CENTER and MID-RISE uses, BUILDING HEIGHT is measured in STORIES; for SINGLE-FAMILY

BUSINESS SERVICE USE – Establishments primarily engaged in rendering services to business establishments on a fee or contract basis, including but not limited to advertising and mailing; building maintenance; employment service; management and consulting services; equipment rental and leasing (does not include outside storage or heavy construction equipment); commercial research; development and testing; photo finishing; and supplies services.

CANOPY – An architectural projection of canvas or similar material that provides weather protection over an area and is supported by the building to which it is attached and at the outer end by not less than two posts.

CITY – The City of Sherman, Texas.

CIVIC BUILDING – Publicly- or privately-owned buildings that are open to the public for non-COMMERCE purposes.

CIVIC USE – Community uses including: meeting halls; libraries; schools (kindergarten through college); police and fire stations; post offices (retail operations only, no primary distribution facilities); places of worship; museums; cultural, visual and performing art centers; transit centers; government functions open to the public; and, other similar uses.

COMMERCIAL INDOOR AMUSEMENT (see USE).

COMMERCIAL INDOOR AMUSEMENT USE – Commercial establishments wholly contained within a building that provide amusement, entertainment or games of skill for a fee or admission charge including, but not limited to, billiards, bowling, video or game arcades, movie theaters, and skating rinks.

CONCEPTUAL PLAN – Proposed land uses as shown on the CONCEPTUAL PLAN.

DETAILED SITE PLAN – A site plan approved by the City of Sherman.

DEVELOPMENT DISTRICTS

DORMER – Small, roofed ancillary structures with windows providing light and air to habitable space within the roof.

EXTERIOR INSULATION AND FINISH SYSTEM or “EIFS” - a no-load bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat.

FAÇADE – Exterior building face.

FENESTRATION – Openings in the building wall allowing light and views between interior and exterior measured as glass area.

FRONT SETBACK LINE – The line at which the building FAÇADE shall be located adjacent to or behind. FRONT YARD TREE (see TREE, FRONT YARD). HEIGHT (see BUILDING HEIGHT)

HOTEL, FULL SERVICE – An establishment offering temporary lodging facilities consisting of regular rooms or suites suitable for short-term stays with one or more restaurants and lounges, food and beverage catering, conference meeting rooms, recreational amenities and STRUCTURED PARKING.

HOTEL, LIMITED SERVICE – An establishment offering temporary lodging facilities consisting of regular rooms or suites suitable for short-term stays that may offer a business center, pool/whirlpool, workout room, a meeting room and a lobby marketplace for snacks and beverages; the establishment may offer restaurant services geared to primarily hotel guests.

LOT COVERAGE – The percentage of the total area of a lot occupied by the base (first story or floor) of buildings located on the lot or the area determined as the maximum cross-sectional area of the building; eaves, drives, uncovered patios/porches, sidewalk and similar improvements are excluded from LOT COVERAGE computations.

LOT LINE – The lines bounding a lot.

LOT WIDTH – The width of the lot as measured at the FRONT SETBACK LINE.

LOT, CORNER – A lot that is bounded by intersecting STREETS.

MAJOR STREET (see STREET, MAJOR).

MASONRY/STONE – Defined as construction material three (3) inches or thicker composed of natural stone, kiln fired clay brick, decorative concrete block or other similar masonry material approved by the CITY'S BUILDING OFFICIAL..

MINOR STREET (see STREET, MINOR).

OFFICE BUILDING – A building used to house OFFICE USES.

OFFICE USE – Includes, but are not limited to lawyers, engineers, architects, landscape architects, accountants, insurance agencies, economic consultants, general business offices, or other similar professions.

PARAPET – A low wall projecting from the edge of a platform, terrace, or roof.

PARAPET HEIGHT – Where used to limit building height, PARAPET HEIGHT is the distance measured at the top of the parapet, including any coping.

PARK (see OPEN SPACE).

PARK/OPEN SPACE – Land and water designed for active and/or passive recreational enjoyment, but also including small vegetative spaces, flood plains, AMENITY CENTERS, development entries, PEDESTRIAN PATHWAYS; areas located within a SINGLE-FAMILY RESIDENTIAL LOT or within a public right-of-way shall not be considered PARK/OPEN SPACE.

PARKWAY – An area located immediately between the street curb and sidewalk in which STREET TREES and street lights and other such infrastructure are placed.

PEDESTRIAN PATHWAY – A paved walkway/sidewalk that provides pedestrian access throughout a community to VILLAGE CENTER and RESIDENTIAL uses; PEDESTRIAN PATHWAYS are not considered appropriate for bicycle use.

PERSONAL SERVICE USE – Establishments primarily engaged in providing services involving the care of a person or his or her apparel, including laundry, cleaning and garment services, garment pressing, coin operated laundries, beauty shops, barber shops, shoe repair, reducing salons and health clubs, clothing rental, doctors, dentists, chiropractors, veterinarians, etc.

PLANNING AND ZONING COMMISSION – The Planning and Zoning Commission of the City of Sherman, Texas.

PUBLIC SPACE – The public domain commonly referred to as the public STREETS, ALLEYS and rights-of-way but can include travel lanes, parkways, PEDESTRIAN PATHWAY, and PARK/OPEN SPACE.

REAR LOT LINES – Lot lines located at the rear of the property and often abutting ALLEYS. RESIDENTIAL intended for a mix of DETACHED and ATTACHED RESIDENTIAL.

RESIDENTIAL USE – A range of housing uses that encompass SINGLE-FAMILY and MID-RISE uses,

and SENIOR/ASSISTED and/or SKILLED NURSING HOME FACILITIES.

RESIDENTIAL uses, BUILDING HEIGHT is measured from the existing grade to the midpoint of a gabled roof line or the top of the PARAPET or mansard roof.

RESIDENTIAL, MID-RISE – A multi-storied residential building containing multiple separate housing units above one another for residential purposes within one building or complex, commonly referred to as “apartments;” this definition does not include a HOTEL or any short-term stay facility (stays of less than six months).

RESIDENTIAL, SINGLE-FAMILY – A residential dwelling occupied by persons living as a single household unit but does not include MID-RISE RESIDENTIAL.

RESIDENTIAL, SINGLE-FAMILY ATTACHED – A SINGLE-FAMILY RESIDENTIAL use constructed in a group of two (2) or more attached units separated by property lines in which each unit extends from foundation to roof.

RESIDENTIAL, SINGLE-FAMILY DETACHED – A free-standing, SINGLE-FAMILY RESIDENTIAL use occupying a single lot not sharing any walls in common with adjacent SINGLE-FAMILY RESIDENTIAL use.

RETAIL SERVICE USE – Establishments providing services, as opposed to products, to the general public, including restaurants, FULL SERVICE HOTELS, finance, real estate and insurance, travel agencies, health and educational services, and galleries.

RETAIL SPECIALTY USE – Include, but are not limited to the sale of gifts, antiques, flowers, books, jewelry, wearing apparel or craft shops making articles exclusively for sale at retail on the premises.

RETAIL TRADE USE – Establishments engaged in selling new goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. Establishments primarily engaged in the selling of used goods or merchandise are specifically excluded.

SCHOOL, COLLEGE OR UNIVERSITY – An academic institution of higher learning, accredited or recognized by the State and offering a program or series of programs of academic study.

SCHOOL, PRIMARY OR SECONDARY – A school operated by an independent school district, religious entity or private corporation providing a kindergarten, elementary and/or secondary curriculum.

SENIOR/ASSISTED LIVING FACILITY – A residential living facility for older adults that may include independent living arrangements designed exclusively for seniors, generally those 55 years or older, to live independently within an apartment-style facility or freestanding home; it may also include, as an ACCESSORY USE, living facilities that offer a larger range of services for residents as their level of care expands, as long as the resident does not need skilled 24-hour nursing care.

SKILLED NURSING HOME FACILITY – State-licensed long-term care residential living facility offering 24-hour medical care provided by registered nurses, licensed practical nurses and/or certified nurse assistants for residents who are totally dependent on nursing care or short-term rehabilitation between hospital and home.

STORY – That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. It is measured as the vertical distance from top to top of two successive tiers of beams or finished floor surfaces and, for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is not a ceiling, to the top of the roof rafters.

STORY, GROUND – The first level of a building at or above grade.

Village Planned Development – City of Sherman

STREET – A public thoroughfare used for vehicular traffic usually within dedicated right-of-way; this definition does not include ALLEYS, CITY fire lanes, driveways, or access aisles or easements.

STREET FRONTAGE – That portion of the lot or building that is coincident with the FRONT SETBACK LINE.

STREET LIGHT – A luminaire installed on both sides of a STREET within the public right-of-way.

STREET TREE (see TREE, STREET).

STREET, LOCAL – A STREET having two travel lanes with rights-of-way sixty (60) feet or less.

STREET, MAJOR – A STREET having four or more travel lanes with rights-of-way greater than seventy (70) feet.

STREET, MINOR – A STREET having three or less travel lanes with rights-of-way exceeding sixty (60) feet but not exceeding seventy (70) feet.

STUCCO/PLASTER – Stucco/Plaster material shall only be considered as meeting the masonry requirement when applied using a 3-step process over diamond metal lath mesh to a 7/8-inch thickness or by other processes producing comparable cement stucco finish with equal or greater strength, durability and fire resistive specifications.

STUDIO USE – Includes, but is not limited to dance, art, music, photography, radio or television and specifically excluding any type of sexually oriented business.

TREE, FRONT YARD – A tree planted in a front yard area.

TREE, STREET – A tree planted in the PARKWAY.

VILLAGE CENTER – [Project Name Here] Center.

VILLAGE CENTER /MID-RISE RESIDENTIAL DISTRICT– Land designated on the DEVELOPMENT DISTRICT MAP as

VILLAGE CENTER BUILDING – Any building used for a VILLAGE CENTER USE.

VILLAGE CENTER BUILDING – Any building used for a VILLAGE CENTER USE.

VILLAGE CENTER USE – Any use that is defined herein as a BUSINESS SERVICE, OFFICE, PERSONAL SERVICE, RETAIL SERVICE, RETAIL SPECIALTY, RETAIL TRADE, and STUDIO uses but specifically excluding any uses prohibited by this ORDINANCE.

VILLAGE CENTER USE (see USE).

VILLAGE CENTER/MID-RISE intended for more flexible development standards allowing for VILLAGE CENTER uses ranging from single lot projects such as big-box stores and hotels to larger-scale shopping centers and business centers as well as MID-RISE RESIDENTIAL uses.

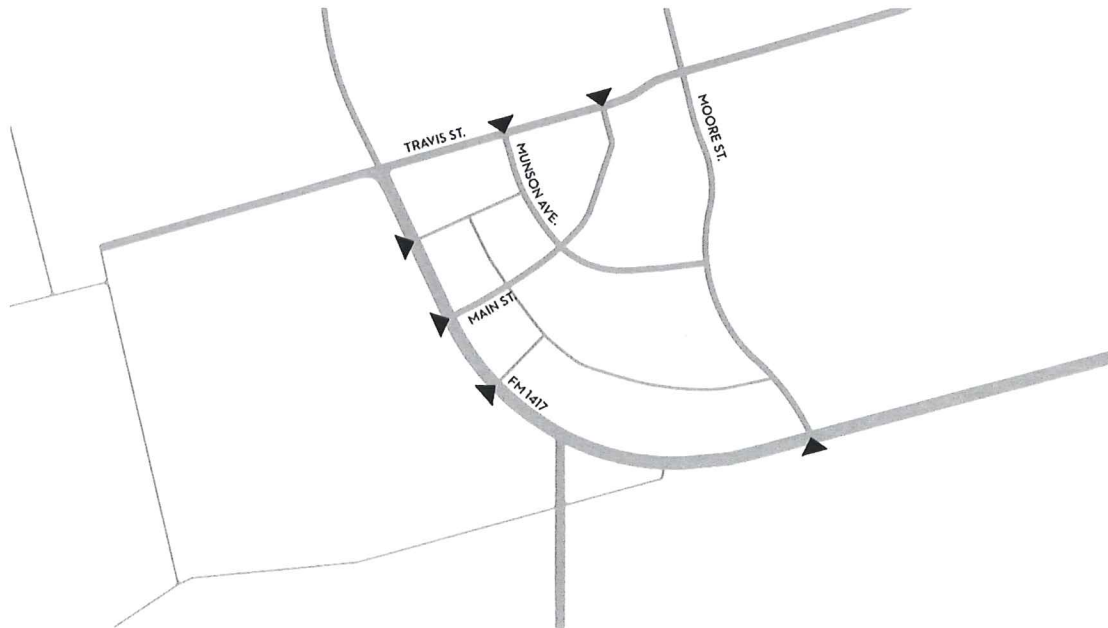
VILLAGE-TRADITIONAL RESIDENTIAL DISTRICT – Land designated on the DEVELOPMENT DISTRICT MAP as

ZONING ORDINANCE – The Zoning Ordinance of the City of Sherman, as amended.

A. Appendix – Conceptual Plan Map



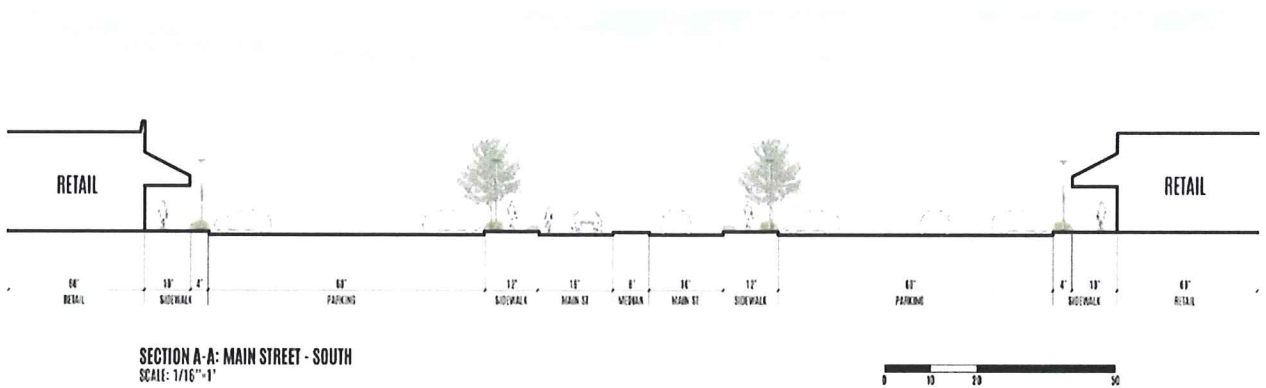
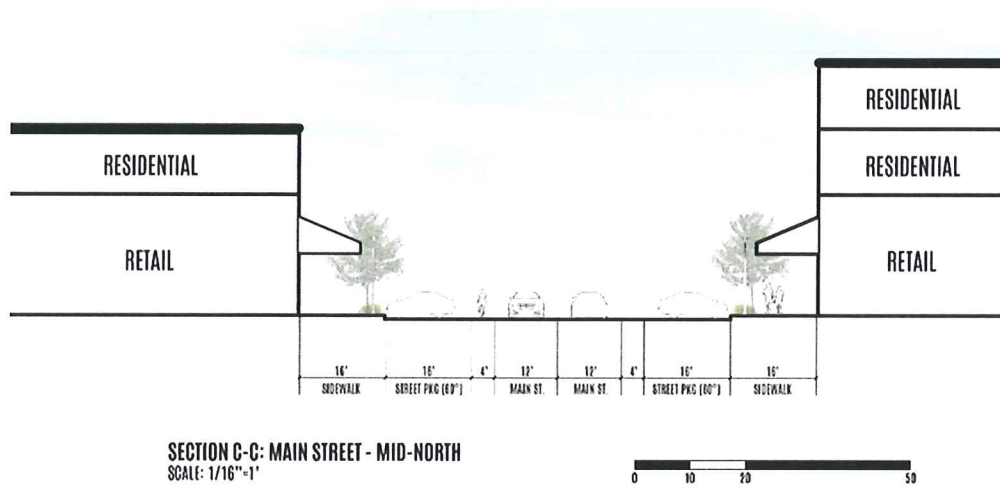
B. Appendix – Roadway and Access Map

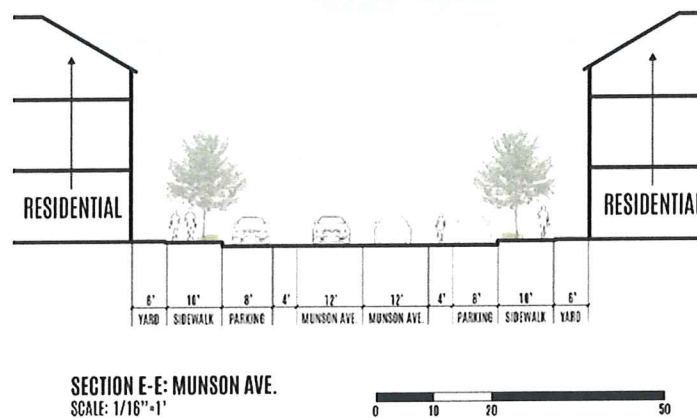
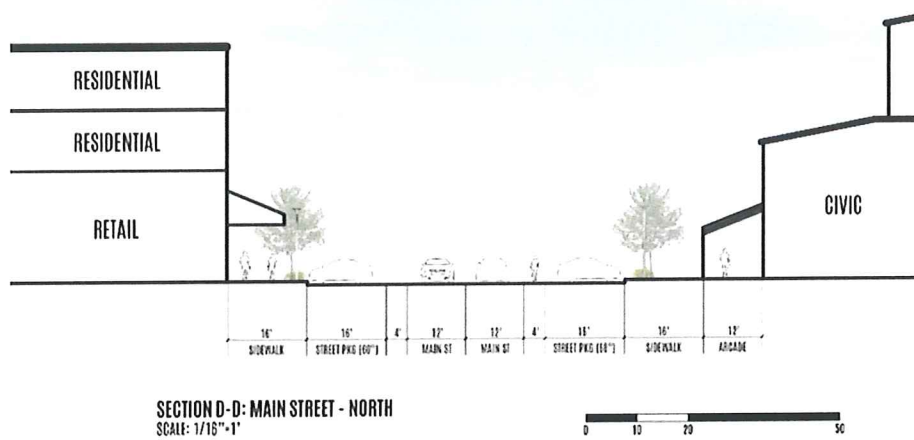
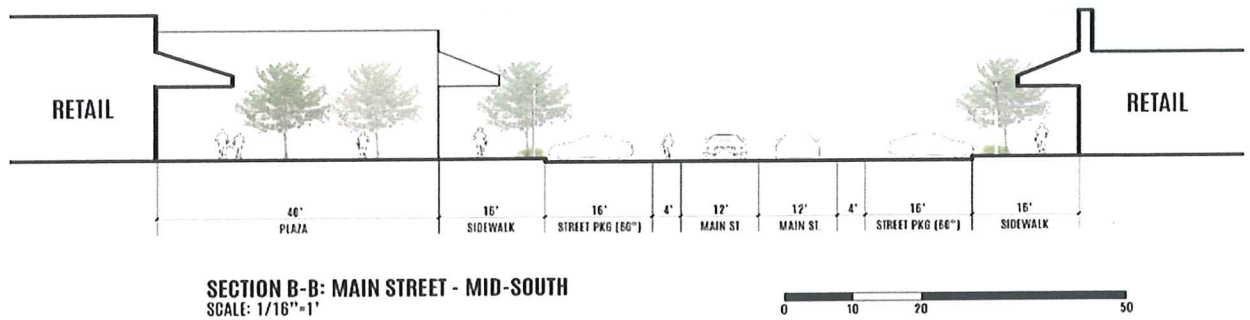


C. Appendix – Bike and Pedestrian Circulation Map



D. Appendix – Street Sections







HOEFER WYSOCKI

dallas | kansas city
hoeferwysocki.com

A. Appendix – Conceptual Plan Map



STAFF REVIEW LETTER

September 10, 2019

The Munson Realty Company
305 W. Woodard St.
Denison, TX 75020

Underwood Drafting and Surveying
3404 Interurban Rd.
Denison, TX 75020

John Ruggieri
2001 Ross Ave., Ste. 510
Dallas, TX 75201

Dear Applicants,

The request for a Planned Development for Village Planned Development for the property located in the 2800-3200 blocks of South FM 1417 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 17, 2019 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning

1. All aspects of the Planned Development Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. A detailed site plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.

Engineering:

4. Platting of the property is required.

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

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

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

Respectfully,



Scott Shadden

Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Billy Hartsfield, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 16.

Meeting Date: 09/17/2019

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Requested Action/Proposed Use:

2800-3200 BLOCKS SOUTH FM 1417 (HERITAGE PARKWAY)

The request of The Munson Realty Co. (Owners), Hoefer Wysocki (Architect), John Ruggieri (Representative) and Underwood Drafting and Surveying (Surveyor) concerning the property located in the 2800-3200 Blocks South FM 1417 (Heritage Parkway), being 624. 473 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning and Zoning Commission

Planned Development and site plan approval under Ordinance No. 2280, Section 6.11, for Village Planned Development

Background:

The property is located in the 2800-3200 blocks of South FM 1417 (Heritage Parkway) between Moore Street, West Travis Street and West O.B. Groner Road. It is currently zoned an M-1 (Light Manufacturing) District and located in the O-1.1 (FM 1417) Overlay District.

The Planned Development Ordinance (No. 6186) was approved March 18, 2019; Halff Associates, Inc., a Professional Engineering Service, was consulted to design the ordinance. The planned development district is intended to facilitate the planning, design, and development of integrated land uses on large tracts of land that cannot be adequately accommodated in other zoning districts. A PD shall further the goals of the comprehensive plan, demonstrate enhanced and contextual design standards, present a well-organized and cohesive land plan, and contain clear and concise development regulations.

The Village Planned Development is a mixed-use community of commercial and residential opportunities complimented by almost twenty percent of the land area set aside as parks, open space or other village amenities. The use and development regulations set forth in the Development Plan provide for and encourage development that contains a compatible mix of employment, residential, commercial, recreational uses in proximity to one another.

Halff Associates, Inc. has reviewed the Village Planned Development and recommends approval.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

M-1 (Light Manufacturing) District

Origination:

The Munson Realty Co. (Owners)

Hoefer Wysocki (Architect)

John Ruggieri (Representative)

Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

and

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

10

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Planned Development

Concept Plan

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 4.

Meeting Date: 10/07/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6254

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Patio Homes in an R-1 (One Family Residential) District in the 3800-4000 blocks of Quail Run Road, being Lots 1-4, Block 1, Lots 1-4, Block 2, Lots 1-25, Block 3 and Lots 12-26, Block 5 of the proposed Heritage Farms Estates, a Replat of Lot 2, Block A, Country Ridge Estates, No 10 (Wyldeewood Homes, LLC, Owner; Tim Pike, Representative; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of Wyldeewood Homes, LLC (Owner), Tim Pike (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located in the 3800-4000 blocks of Quail Run Road, being Lots 1-4, Block 1, Lots 1-4, Block 2, Lots 1-25, Block 3 and Lots 12-26, Block 5 of the proposed Heritage Farms Estates, a Replat of Lot 2, Block A, Country Ridge Estates, No 10 for a Specific Use Permit to allow patio homes in an R-1 (One Family Residential) District

Background:

The property is located in the 3800-4000 blocks of Quail Run Road; the southwest corner of F.M. 1417 (Heritage Parkway) and Quail Run Road. The property is zoned an R-1 (One Family Residential Business) District. The owner is requesting a Specific Use Permit to allow patio homes on forty-seven lots in the proposed Heritage Farms Estates subdivision.

Origination:

Wyldeewood Homes, LLC (Owner)
Tim Pike (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 17, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6254

Location Map

Zoning Map

Zoning Sign Photo

Proposed Plat - Heritage Farms Estates

Site Plan

Building Elevations

Patio Home Separation

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6254

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW PATIO HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 3800-4000 BLOCKS OF QUAIL RUN ROAD, BEING LOTS 1-4, BLOCK 1, LOTS 1-4, BLOCK 2, LOTS 1-25, BLOCK 3 AND LOTS 12-26, BLOCK 5 OF THE PROPOSED HERITAGE FARMS ESTATES, A REPLAT OF LOT 2, BLOCK A, COUNTRY RIDGE ESTATES, NO 10 (WYLDWOOD HOMES, LLC, OWNER; TIM PIKE, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the passage of this ordinance, Wyldewood Homes, LLC (Owner), Tim Pike (Representative), and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located in the 3800-4000 Blocks of Quail Run Road and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lots 1-4, Block 1, Lots 1-4, Block 2, Lots 1-25, Block 3 and Lots 12-26, Block 5 of the proposed Heritage Farms Estates, a Replat of Lot 2, Block A, Country Ridge Estates, No 10

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning

1. All aspects of the R-1 (One Family Residential) District, the patio home ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
3. A parking space is considered to be 9'x20'.
4. Parking ratio required: one space per bedroom, minimum two per unit.
5. Side yard setbacks must be uniform for all homes within a given block.
6. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
7. Review the zoning and development ordinance for additional requirements.
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

EFFECTIVE DATE on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

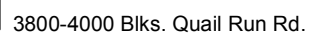
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

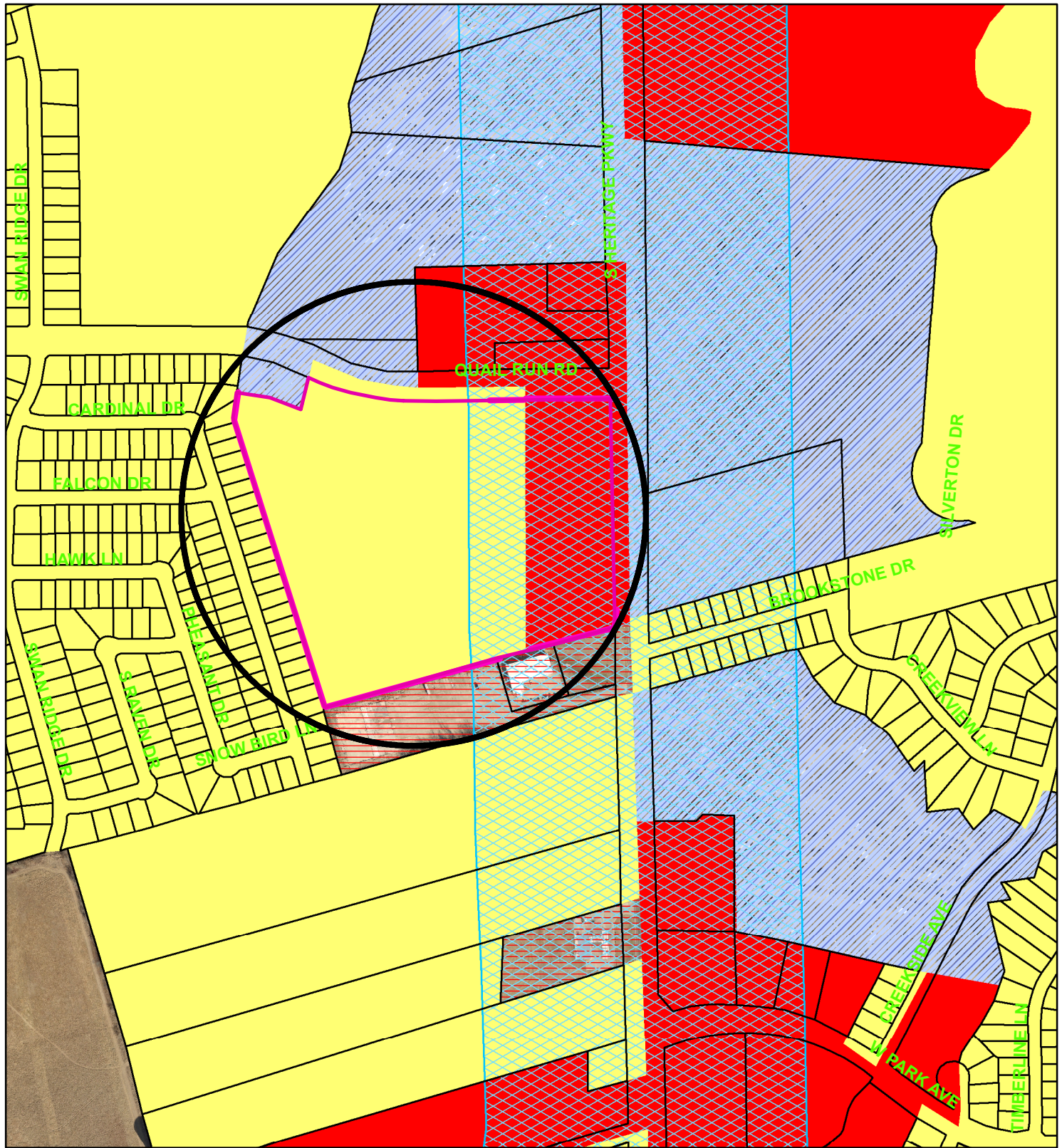
BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



3800-4000 Blocks Quail Run Road



1 in = 800 ft



Zoning - 3800-4000 Blocks Quail Run Road

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Bialock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District
- Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

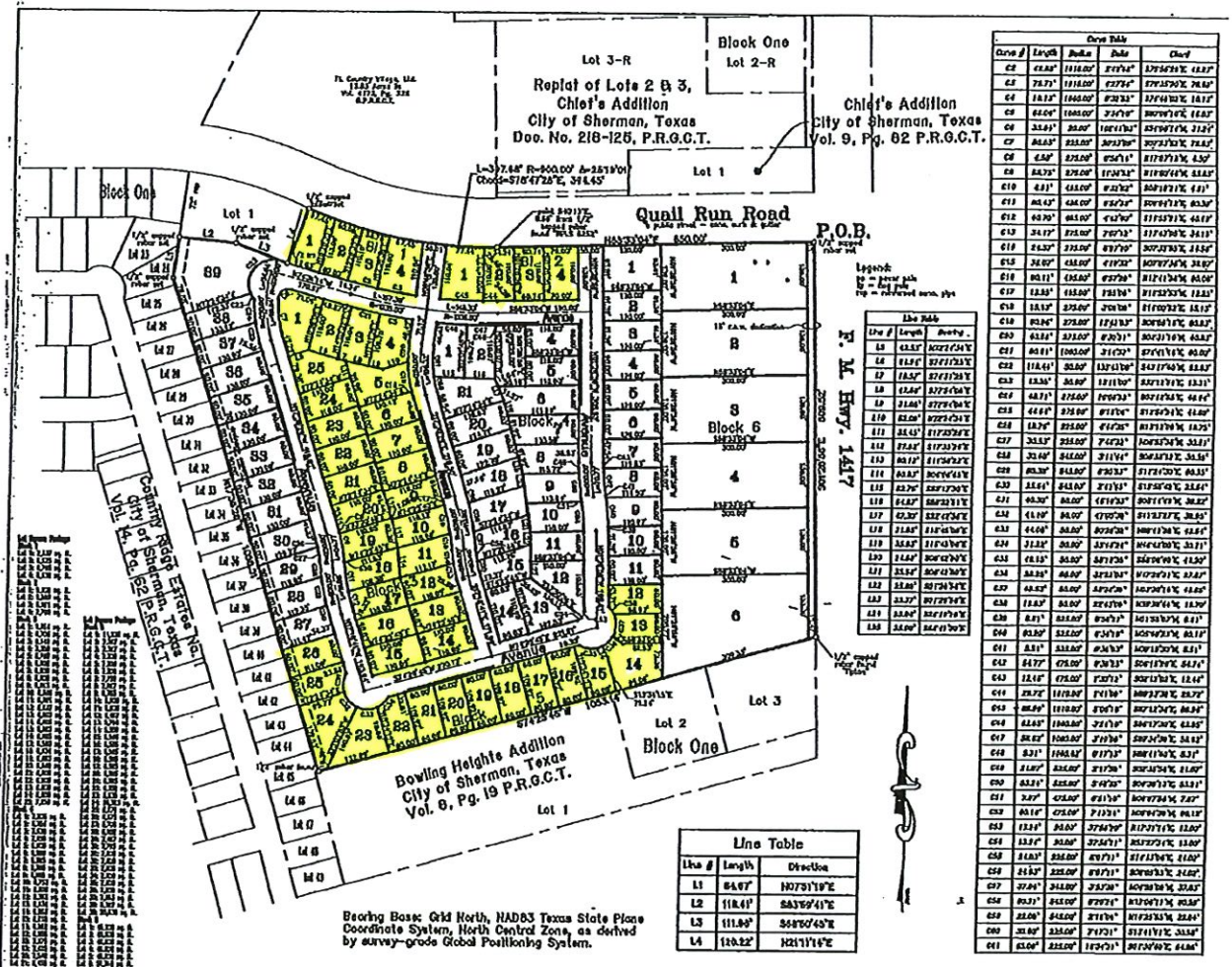
- Unknown
- BIP Bialock Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Home Occupation District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



3800-4000 Blks. Quail Run Rd.





Heritage Farms Estates (being a Replat of Lot 2, Block A, Country Ridge Estates No. 10)

to the
City of Sherman, Texas
26.106 Acres

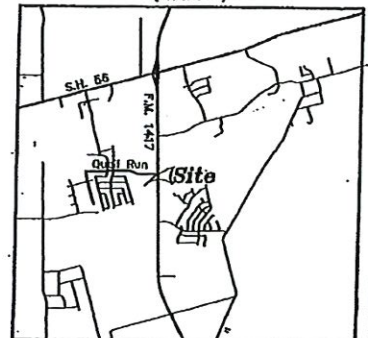
in the
Elizabeth Jones Survey
Abstract No. 625

Owner:
Wyldehood Homes, LLC,
P.O. Box 911688
Sherman, Texas 75091

Job No. GGS561218
GRAPHIC SCALE



Site Location
(not to scale)



General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service to be provided by Onco Electrical Delivery Company.
4. Flooding the flow of water or construction of improvements in drainage easements, and filling or obstruction of the footway is prohibited.
5. Any existing easements or drainage channels intersecting along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are intersected by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat herein lies within a Zone 4 (areas determined to be outside 500-year floodplain) designation, as shown on the Flood Insurance Rate Map for Sherman County, Texas and Incorporated Areas, Map No. Flood map no. 5, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Hayes-Worster Surveys, Inc.
222 W. Main St., Odessa, Texas 79701
P.O. Box 463-6181, Fax: (903) 463-4066
Email: hayesworstersurveys@aol.com
Texas Board of Professional Land Surveying
Firm Registration No. 10068100

Chief's Addition
City of Sherman, Texas
Vol. 9, Pg. 82 P.R.G.C.T.

Prepared For Zoning
Purposes only.

F. M. HWY. NO. 1417 (alt. Heritage Parkway)

Line Table		
Line #	Length	Direction
L1	110.04'	S06°46'36"W
L2	143.15'	N74°31'14"W
L3	120.23'	N21°11'14"E
L4	110.00'	S01°26'56"E
L5	110.04'	N06°46'36"E
L6	120.69'	S74°31'14"E
L7	46.42'	S06°46'36"W
L8	23.86'	S17°16'41"E
L9	403.11'	N74°25'45"E
L10	43.71'	N01°26'56"W

Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	128.80'	1010.00'	7°18'24"	N78°10'05"W 128.72'
C2	119.71'	1010.00'	6°47'28"	N88°03'13"W 119.64'
C3	103.92'	900.00'	6°36'56"	S88°08'28"E 103.86'
C4	105.74'	495.00'	12°14'21"	N11°09'31"W 105.54'
C5	60.24'	275.00'	12°33'07"	N11°18'53"W 60.12'
C6	80.05'	225.00'	20°23'09"	N07°23'52"W 79.63'
C7	35.84'	20.00'	102°41'03"	N54°08'14"E 31.24'
C8	136.40'	1060.00'	7°22'22"	S78°12'04"E 136.31'
C9	116.95'	275.00'	24°22'02"	S05°24'25"E 116.07'
C10	108.44'	495.00'	12°33'07"	S11°18'53"E 108.22'
C11	58.74'	275.00'	12°14'22"	S11°09'31"E 58.63'
C12	156.66'	50.00'	179°01'28"	S61°25'28"E 100.00'
C13	145.76'	50.00'	167°01'27"	N36°29'24"E 99.36'

S:\Land Projects\R2\Replat-Lot-2-Country-Ridge-Estates-Number-1\CH\30\Rezoneing Parcels-August 2019.dwg Layout: Legal-Portrait Lot and Block Plot Date Aug 21 19 Time: 4:00 PM

FL Country Village, Ltd.
13.83 Acres in
Vol. 4172, Pg. 328
O.P.R.G.C.T.

Replat of Lots 2 & 3,
Chief's Addition
City of Sherman, Texas
Doc. No. 2018-125, P.R.G.C.T.

Lot 3-R
Block One

Lot 1

Quail Run Road
a public street - conc. curb & gutter

Lot 1 P.O.B.

L=243.76' R=900.00'
Δ=15°31'05"
Chord: 573°53'27"E 243.01'

Tract One
0.662 Acres

Tract Two
0.699 Acres

S88°33'04"W
165.00'

Lot 2

Country Ridge Estates No. 10
City of Sherman, Texas
Vol. 15, Pg. 3, P.R.G.C.T.

Tract Three
3.936 Acres

Tract Four
2.278 Acres

Bowling Heights Addition
City of Sherman, Texas
Vol. 8, Pg. 19 P.R.G.C.T.

Mallard Drive County Ridge Estates No. 10
City of Sherman, Texas
Vol. 14, Pg. 62 P.R.G.C.T.

Scale:
1"=150'

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph: (903) 463-6191 Fax: (903) 463-4088
Email: kate@helveywagnersurveying.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100



PLAN: _____ "Kori /Shetland" _____

ADDRESS: _____

CUSTOMER: CUSTOMER NAME _____

Living - 1611
Garage - 396
Patio - 252

Total SQFT - 2259



BETENBOUGH
HOMES®

PLAN: Kori
ADDRESS: _____ Enter address here
CUSTOMER: CUSTOMER NAME
© Copyright Betenbough Companies
Plans specifications and pricing subject to change without notification. Plans must be printed at 11"x17" for a accurate scale.

PROGRESS PRINT
NOT FOR CONSTRUCTION

COVER PAGE
DATE: 9/14/2015
VERSION: 3.0
1.0



PLAN: _____ MARIE _____

ADDRESS: _____

CUSTOMER: _____



BETTENBOUGH
HOMES

PLAN: MARIE

ADDRESS:

CUSTOMER:

Plans, specifications and pricing
subject to change without
notification. Plans must be printed at
11 x 17" for accurate scale.

This plan has been
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address listed for
the purpose of
construction by
Bettenbough
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COVER PAGE

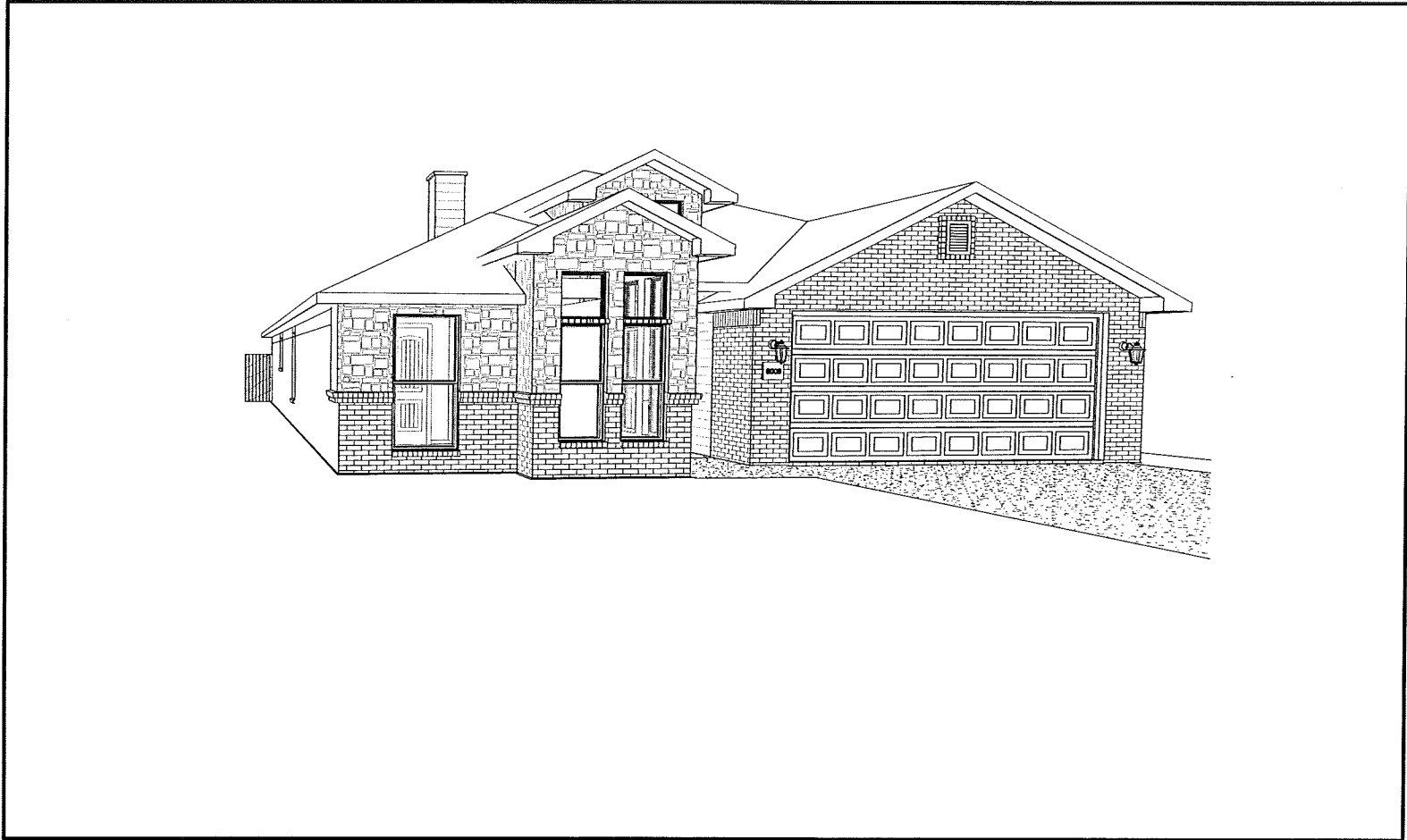
DATE:

11/29/2017

VERSION:

V3.0

1.0



PLAN: Kira

ADDRESS: Enter address here

CUSTOMER: CUSTOMER NAME



BETENBOUGH
HOMES®

PLAN: Kira

ADDRESS: Enter address here

CUSTOMER: CUSTOMER NAME

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This plan has been produced for the address listed for the purpose of construction by Bettenbough Homes. Any unauthorized use is prohibited by law without the express written consent of Bettenbough Homes.

Plans, specifications and pricing subject to change without notification. Plans must be printed at 1/4" = 1' for accurate scale.

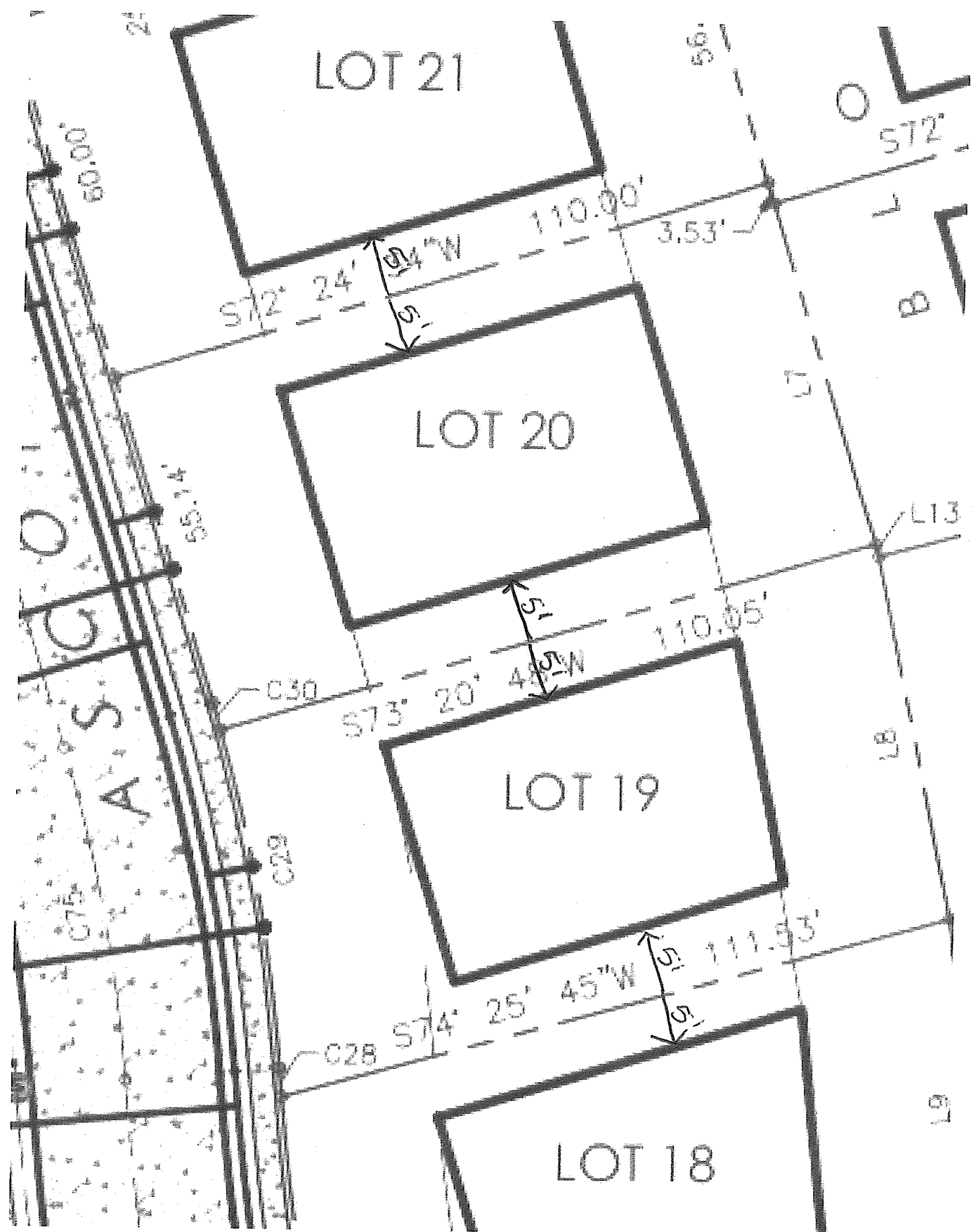
COVER PAGE

DATE: 2/23/2015

VERSION: 1.1

1.0

* MINIMUM spacing between homes will be 5 feet. There will be no zero-lot line



STAFF REVIEW LETTER

September 10, 2019

Wyldeewood Homes
Al Denson
3803 Ward Neal Rd.
Bells, TX 75414

Helvey-Wagner Surveying
222 W. Main
Denison, TX 75020

Tim Pike
735 Mulberry Ct.
Celina, TX 75009

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow patio homes in an R-1 (One Family Residential) District for the property located in the 3800-4000 blocks of Quail Run Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 17, 2019 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning

1. All aspects of the R-1 (One Family Residential) District, the patio home ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
3. A parking space is considered to be 9'x20'.
4. Parking ratio required: one space per bedroom, minimum two per unit.
5. Side yard setbacks must be uniform for all homes within a given block.
6. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
7. Review the zoning and development ordinance for additional requirements.
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Billy Hartsfield, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 12.

Meeting Date: 09/17/2019

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Requested Action/Proposed Use:

3800-4000 BLOCKS QUAIL RUN ROAD

The request of Wyldewood Homes, LLC (Owners), Tim Pike (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located in the 3800-4000 blocks of Quail Run Road, being Lots 1-4, Block 1, Lots 1-4, Block 2, Lots 1-25, Block 3 and Lots 12-26, Block 5 of the proposed Heritage Farms Estates, a Replat of Lot 2, Block A, Country Ridge Estates, No 10, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow patio homes in an R-1 (One Family Residential) District.

Background:

The property is located in the 3800-4000 blocks of Quail Run Road; the southwest corner of FM 1417 (Heritage Parkway) and Quail Run Road. The property is zoned an R-1 (One Family Residential) District. The owner is requesting a Specific Use Permit to allow patio homes on forty-seven lots in the proposed Heritage Farms Estates subdivision.

Adjacent Zoning:

R-1 (One Family Residential) District

R-2 (Multi-Family Residential) District

C-1 (Retail Business) District

Origination:

Wyldewood Homes, LLC (Owners)

Tim Pike (Representative)

Helvey-Wagner Surveying, (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

60

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Proposed Plat - Heritage Farms Estates

Site Plan

Patio Home Separation

Building Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 5.

Meeting Date: 10/07/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6255

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Duplex in an R-1 (One Family Residential) District/College Park Overlay District at 709 North Montgomery Street, being part of Lot 2, Block 3, Bond's 2nd Addition, containing 0.172 acres in the J.B. McAnair Survey, Abstract No. 763 (Zachary Divine, Owner; Austin Hoover, Prospective Buyer; and Preston Trail Land Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

Issue:

To consider the request of Zachary Divine (Owner), Austin Hoover (Prospective Buyer) and Preston Trail Land Surveying (Surveyor) concerning the property located at 709 North Montgomery Street, being part of Lot 2, Block 3, Bond's 2nd Addition, containing 0.172 acres in the J.B. McAnair Survey, Abstract No. 763, for a Specific Use Permit to allow a duplex in an R-1 (One Family Residential) District/College Park Overlay District

Background:

The property is located at 709 North Montgomery Street, between Brockett and College Streets. It is currently zoned an R-1 (One Family Residential) District and is located in the College Park Overlay District. An exception to allow an attached carport in an R-1 (One Family Residential) District was approved at the March 19, 2019, Planning and Zoning Commission Meeting.

The owner would like to construct a two-story, six-bedroom duplex (three-bedrooms per unit) with a one-car garage on each side. Parking will be available for six cars. The exterior will be brick, lap siding and masonry panels.

Origination:

Zachary Divine (Owner)
Austin Hoover (Prospective Buyer)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 17, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6255
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Survey
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6255

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT/COLLEGE PARK OVERLAY DISTRICT AT 709 NORTH MONTGOMERY STREET, BEING PART OF LOT 2, BLOCK 3, BOND'S 2ND ADDITION, CONTAINING 0.172 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (ZACHARY DIVINE, OWNER; AUSTIN HOOVER, PROSPECTIVE BUYER; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the passage of this ordinance, Zachary Divine (Owner), Austin Hoover (Prospective Buyer) and Preston Trail Land Surveying (Surveyor) concerning the property located at 709 North Montgomery Street and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING all of that certain tract of parcel of land situated in the J. B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being all of a called 88-foot by 100-foot tract of land described in the deed to DP Capstone, LLC, recorded In Volume 5796, Page 823, Official Records of Grayson County, Texas, the same being part of Lot 12 in Block 3 of Bonds 2nd Addition, according to the plat thereof recorded in Volume M, Page 63, Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said Capstone Tract, common to the northwest corner of a called 50-foot by 90 foot tract of land described as Parcel No. 2 in the deed to Vernon Charles Johnson, Trustee of the Vernon Charles Johnson Revocable Trust, recorded in Volume 5087, Page 325, said Official Records, and at the southwest corner of said Lot 2, and with the northwest corner of Lot 3 in said Block 3, and on the easterly right-of-way line of North Montgomery Street, and from which a 1/2-inch iron rod found for the southwest corner of said Johnson Tract bears South 15° 41' 14" East, a distance of 84.84 feet;

THENCE North 15° 41' 14" West, with the westerly line of said Capstone Tract, and with the westerly line of said Lot 2, and with the easterly right-of-way line of said North Montgomery Street, a distance of 74.50 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northwest corner of said Capstone Tract, common to the southwest corner of a called 48-foot by 150-foot tract of land described in the deed to J.D. Thomas and wife, Josephine Thomas, recorded in Volume 897, Page 121, said Deed Records;

THENCE North 73° 50' 29" East, with the northerly line of said Capstone Tract, crossing said Lot 2, with the southerly line of said Thomas Tract passing en route at a distance of 2.27 feet to a metal fence corner post found for witness, and continuing on said course, along or near a fence, a total distance of 100.08 feet to a metal fence corner post found for the northeast corner of said Capstone Tract, common to the northwest corner of a called 0.185 of an acre tract of land described in the deed to the Secretary of Housing and Urban Development, recorded in Volume 5849, Page 393, said Official Records;

THENCE South 15° 44' 51" East, with the easterly line of said Capstone Tract, and with the westerly line of said 0.185 acre tract, and continuing across said Lot 2, a distance of 74.89 feet to a 1/2-inch iron rod with a plastic cap stamped 'RPLS 5433' found for the southeast corner of said Capstone Tract, common to the northeast corner of a called 50-foot by 85-foot tract of land described in the deed to Cristoval Madrid, recorded in Volume 5823, Page 484, said Official Records, and on the southerly line of said Lot 2, and with the northerly line of aforesaid Lot 3;

THENCE South 74° 03' 55" West, with the southerly line of said Capstone Tract, and with the northerly line of said Madrid Tract, and with the southerly line of said Lot 2, and the northerly line of said Lot 3, passing en route at a distance of 50.04 feet to a 1/2-inch iron rod with a plastic cap stamped 'RPLS 5433' found for the northwest corner of said Madrid Tract, and continuing on said course, with the northerly line of aforesaid Johnson Tract, a total distance of 100.16 feet to the **POINT OF BEGINNING and enclosing 0.172 of an acre (7,478 square feet) of land, more or less.....**

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning:

1. All aspects of the R-1 (One Family Residential) District, the College Park Overlay District, the fence ordinance and the Residential Tree and Landscaping Ordinance must be followed.

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'.
4. Parking is permitted on paved surfaces only; concrete or asphalt.
5. Review the zoning and development ordinance for additional requirements.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. Platting of the property is required.
8. New drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
9. Private Sanitary Sewer Easement must be obtained and filed of record in the Official Public Records of Grayson County, Texas to serve property with City sewer.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

EFFECTIVE DATE on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



709 N. Montgomery St.



709 N. Montgomery Street



1 in = 400 ft

City of Sherman, Texas
Developmental Services Department

1 in = 50 ft

709 N. Montgomery Street



Request for Variance

N Montgomery St and Brockett St

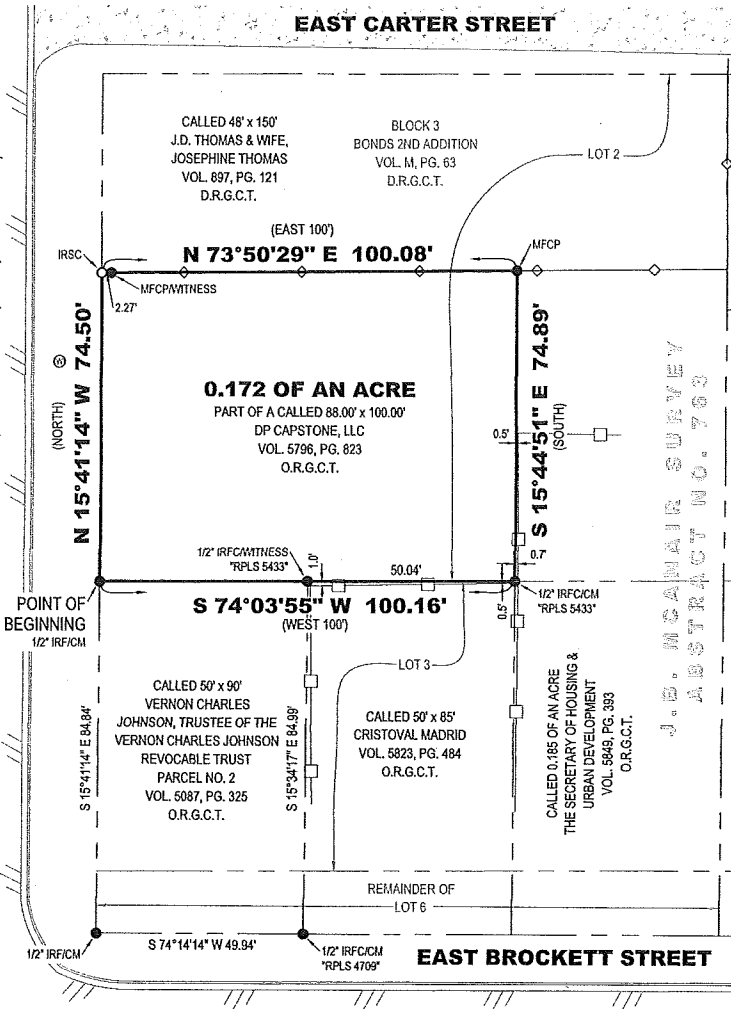
Austin Hoover

I am requesting approval for the construction of a new residential duplex on a city lot that is currently zoned R-1 for single family residential.

The lot is situated on Montgomery Street near the intersection with Brockett and is currently adjacent to a duplex to the South and small rental properties to the North. This location is more appealing to those looking to occupy a duplex than those looking to buy a new single family residence. The market has proved the success of rental properties in the area, and this property can add to the area's growth.

NORTH MONTGOMERY STREET

(26' ASPHALT SURFACE WICURE & GUTTER, APPARENT 60' R.O.W., VOL. M, PG. 63, P.R.G.C.T.)



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/ PLASTIC CAP
CM	CONTROLLING MONUMENT
()	DEED OR PLAT CALL
R.O.W.	RIGHT-OF-WAY
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
VOL., PG.	VOLUME, PAGE
⊙	WATER METER
—	BOUNDARY LINE
- - -	ADJOINER LINE
□	WOOD FENCE
◇	CHAIN LINK FENCE
///	ASPHALT

GENERAL NOTES:

This survey was completed without the benefit of a title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.

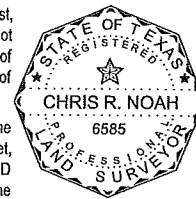
FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

Certify to: DP Capstone, LLC;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 02/07/2019, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

Chris R. Noah
Chris R. Noah, R.P.L.S. No. 6585



LAND DESCRIPTION:

BEING all of that certain tract of parcel of land situated in the J. B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being all of a called 88-foot by 100-foot tract of land described in the deed to DP Capstone, LLC, recorded in Volume 5796, Page 823, Official Records of Grayson County, Texas, the same being part of Lot 2 in Block 3 of Bonds 2nd Addition, according to the plat thereof recorded in Volume M, Page 63, Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said Capstone Tract, common to the northwest corner of a called 50-foot by 90 foot tract of land described as Parcel No. 2 in the deed to Vernon Charles Johnson, Trustee of the Vernon Charles Johnson Revocable Trust, recorded in Volume 5087, Page 325, said Official Records, and at the southwest corner of said Lot 2, and with the northwest corner of Lot 3 in said Block 3, and on the easterly right-of-way line of North Montgomery Street, and from which a 1/2-inch iron rod found for the southwest corner of said Johnson Tract bears South 15°41'14" East, a distance of 84.84 feet;

THENCE North 15°41'14" West, with the westerly line of said Capstone Tract, and with the westerly line of said Lot 2, and with the easterly right-of-way line of said North Montgomery Street, a distance of 74.50 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northwest corner of said Capstone Tract, common to the southwest corner of a called 48-foot by 150-foot tract of land described in the deed to J.D. Thomas and wife, Josephine Thomas, recorded in Volume 897, Page 121, said Deed Records;

THENCE North 73°50'29" East, with the northerly line of said Capstone Tract, crossing said Lot 2, with the southerly line of said Thomas Tract, passing en route at a distance of 2.27 feet to a metal fence corner post found for witness, and continuing on said course, along or near a fence, a total distance of 100.08 feet to a metal fence corner post found for the northeast corner of said Capstone Tract, common to the northwest corner of a called 0.185 of an acre tract of land described in the deed to the Secretary of Housing and Urban Development, recorded in Volume 5849, Page 393, said Official Records;

THENCE South 15°44'51" East, with the easterly line of said Capstone Tract, and with the westerly line of said 0.185 acre tract, and continuing across said Lot 2, a distance of 74.89 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5433" found for the southeast corner of said Capstone Tract, common to the northeast corner of a called 50-foot by 85-foot tract of land described in the deed to Cristoval Madrid, recorded in Volume 5823, Page 484, said Official Records, and on the southerly line of said Lot 2, and with the northerly line of aforesaid Lot 3;

THENCE South 74°03'55" West, with the southerly line of said Capstone Tract, and with the northerly line of said Madrid Tract, and with the southerly line of said Lot 2, and the northerly line of said Lot 3, passing en route at a distance of 50.04 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5433" found for the northwest corner of said Madrid Tract, and continuing on said course, with the northerly line of aforesaid Johnson Tract, a total distance of 100.16 feet to the POINT OF BEGINNING and enclosing 0.172 of an acre (7,478 square feet) of land, more or less.

TITLE SURVEY
0.172 OF AN ACRE
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
BONDS 2ND ADDITION
BLOCK 3, PART OF LOT 2
TBD North Montgomery Street, Sherman
Grayson County, Texas



83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

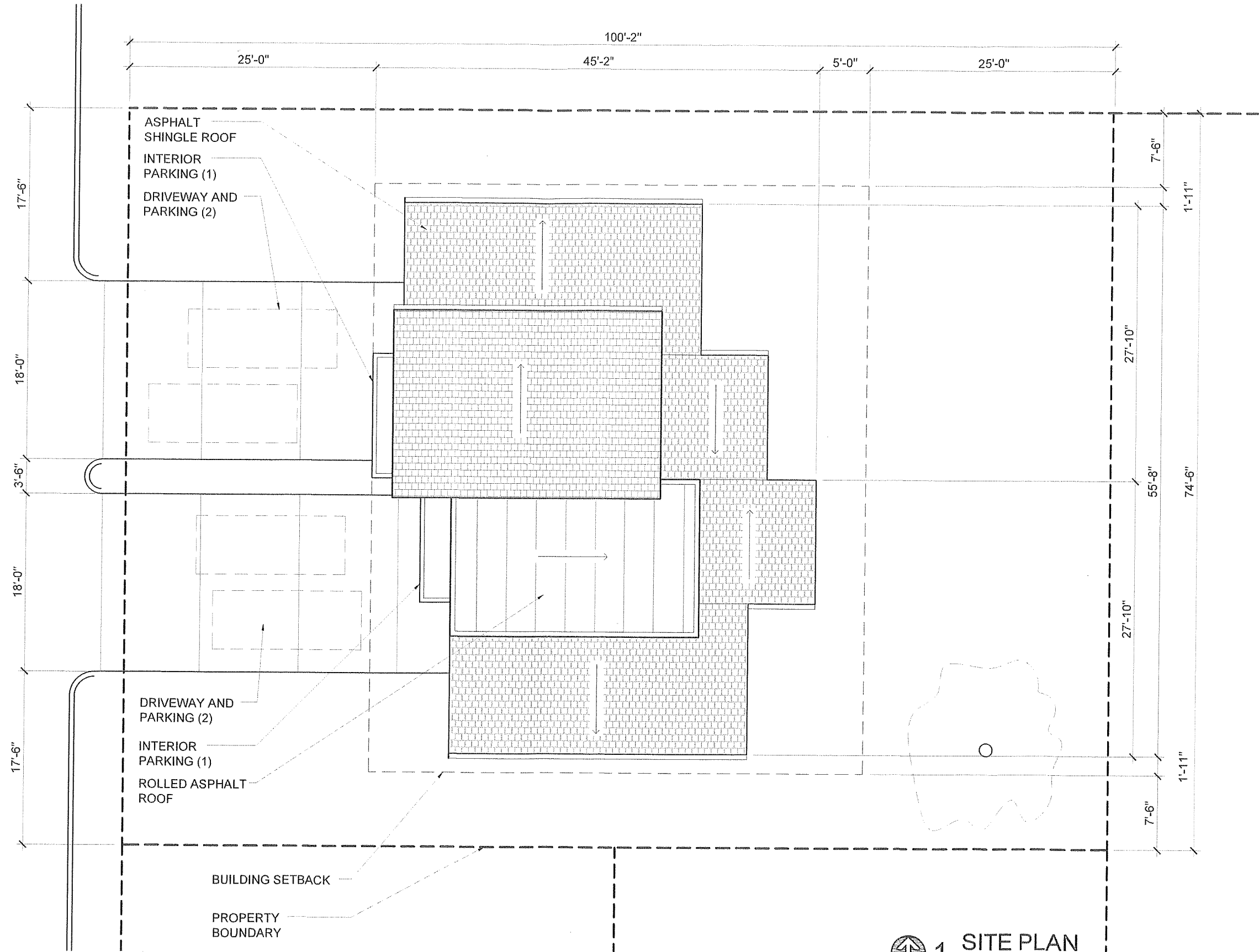
TBPLS Firm No.
10194175

Drawn by: BNH
Checked by: CRN

Scale: 1"=30'
Date: 02/08/2019

Project No. 19-0044
Sheet No. 1 of 1

MONTGOMERY STREET



1 SITE PLAN
3/32" = 1'-0"

AUSTIN
HOOVER

903-815-2901
aphoover12@gmail.com

N. MONTGOMERY STREET

SHERMAN, TX

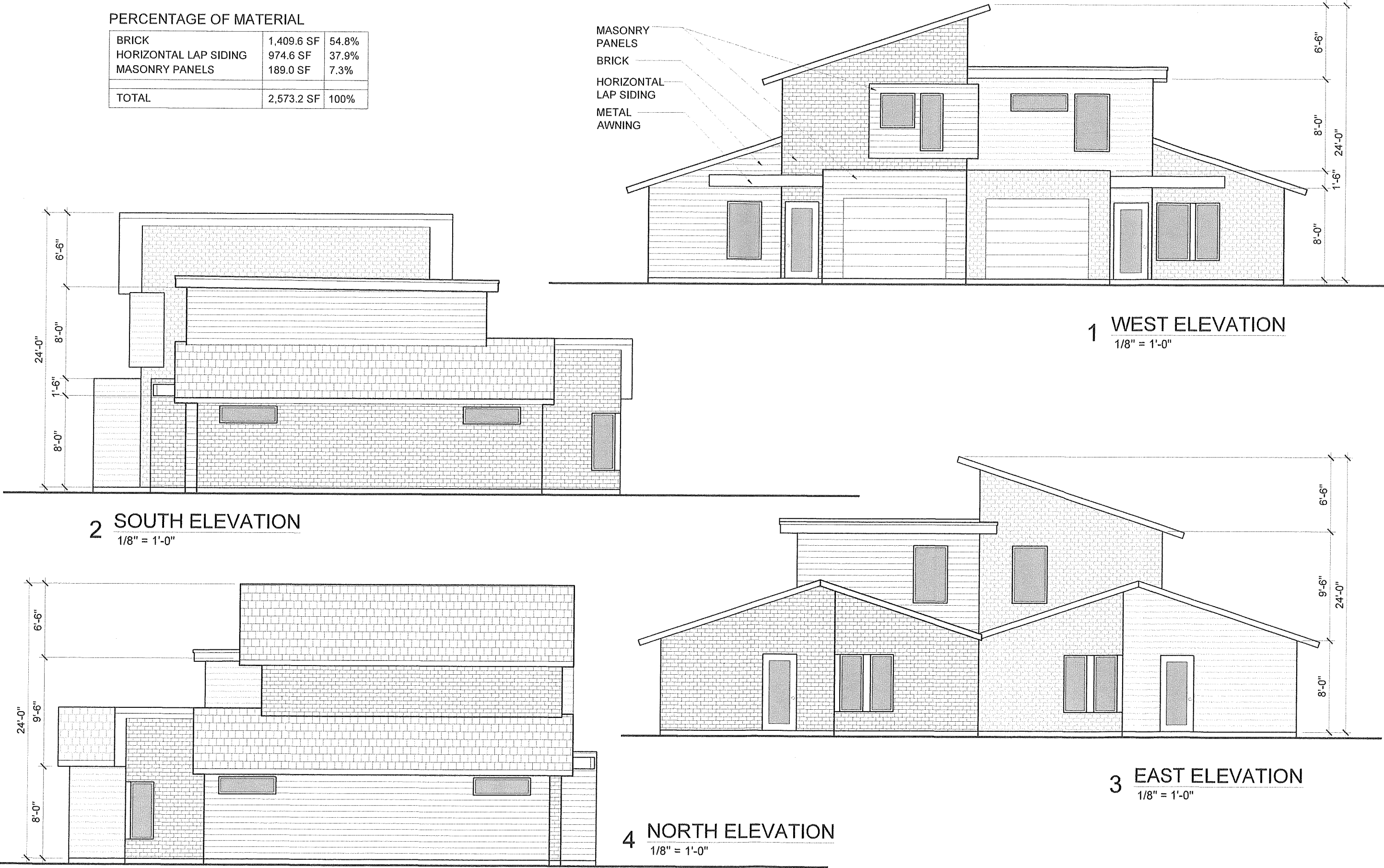
A1.0
SITE PLAN

08.22.19

PERCENTAGE OF MATERIAL

BRICK	1,409.6 SF	54.8%
HORIZONTAL LAP SIDING	974.6 SF	37.9%
MASONRY PANELS	189.0 SF	7.3%
TOTAL	2,573.2 SF	100%

MASONRY
PANELS
BRICK
HORIZONTAL
LAP SIDING
METAL
AWNING



STAFF REVIEW LETTER

September 10, 2019

Zachary Divine
62 Sycamore Tree Rd.
Pottsboro, TX 75076

Preston Trail Land Surveying
83493 N. S.H. Hwy. 289, Ste. 5
Pottsboro, TX 75076

Austin Hoover
1513 N. Wharton
Sherman, TX 75092

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a duplex in an R-1 (One Family Residential) District/College Park Overlay District for the property located at 709 North Montgomery Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 17, 2019 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning

1. All aspects of the R-1 (One Family Residential) District, the College Park Overlay District, the fence ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'.
4. Parking is permitted on paved surfaces only; concrete or asphalt.
5. Review the zoning and development ordinance for additional requirements.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. Platting of the property is required.
8. New drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
9. Private Sanitary Sewer Easement must be obtained and filed of record in the Official Public Records of Grayson County, Texas to serve property with City sewer.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Billy Hartsfield, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 14.

Meeting Date: 09/17/2019

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Requested Action/Proposed Use:

709 NORTH MONTGOMERY STREET

The request of Zachary Divine (Owner), Austin Hoover (Prospective Buyer) and Preston Trail Land Surveying (Surveyor) concerning the property located at 709 North Montgomery Street, being part of Lot 2, Block 3, Bond's 2nd Addition, containing 0.172 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a duplex in an R-1 (One Family Residential) District/College Park Overlay District.

Background:

The property is located at 709 North Montgomery Street between Brockett and College Streets. It is currently zoned an R-1 (One Family Residential) District and located in the College Park Overlay District. An exception to allow an attached carport in an R-1 (One Family Residential) District was approved at the March 19, 2019, Planning and Zoning Commission Meeting.

The owner would like to construct a two-story, six-bedroom duplex (three-bedrooms per unit) with a one-car garage on each side. Parking will be available for six cars. The exterior will be brick, lap siding and masonry panels.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Zachary Divine (Owner)

Austin Hoover (Prospective Buyer)

Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

24

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Narrative

Survey

Site Plan

Building Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 6.

Meeting Date: 10/07/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6256

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District in the 4700-4900 blocks of North Travis Street, being 3.081 acres in the Alexander & Richards Survey, Abstract No. 42 (Kohl Hitt, Owner; Young Enterprises, LP, Prospective Buyer; Daniel Worrell, Representative; and Helvey-Wagner Surveying, Surveyor)

Issue:

To consider the request of Kohl Hitt (Owner), Young Enterprises, LP (Prospective Buyer), Daniel Worrell (Representative) and Helvey-Wagner Surveying (Surveyor) concerning the property in the 4700-4900 blocks of North Travis Street, being 3.081 acres in the Alexander & Richards Survey, Abstract No. 42, for a zone change from an SF-1 (Single Family Residential) District to a C-1 (Retail Business) District

Background:

The property is located in the 4700-4900 blocks of North Travis Street, the northeast corner of Travis Street and Northcreek Drive, and is currently zoned an SF-1 (Single Family Residential) District.

Young Enterprises, LP (Prospective Buyer) would like to change the zoning on the property to a C-1 (Retail Business) District. They own all the surrounding properties to the north, east and south. It is their intention to create a master-planned campus including the existing Ace Affordable Storage, a proposed apartment complex (YE Urban Lofts AKA Cypress Lofts) on the adjacent property, in addition to retail, office and public park space.

Origination:

Kohl Hitt (Owner)

Young Enterprises, LP (Prospective Buyer)

Daniel Worrell (Representative)

Helvey-Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 17, 2019 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6256
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Survey
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6256

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT IN THE 4700-4900 BLOCKS OF NORTH TRAVIS STREET, BEING 3.081 ACRES IN THE ALEXANDER & RICHARDS SURVEY, ABSTRACT NO. 42 (KOHL HITT, OWNER; YOUNG ENTERPRISES, LP, PROSPECTIVE BUYER; DANIEL WORRELL, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the C-1(Retail Business) District in the 4700-4900 blocks North Travis Street, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, and being a part of the Alexander and Richards Survey, Abstract No. 42 and being part of the 3.08 acre tract of land (Tract Two) conveyed by Special Warranty Deed with Vendor's Lien from TexLandDev, LLC (dba Texas Land Development) to Ryan Family Trust dated June 29, 1989 and recorded in Volume 3963, Page 863, Official Public Records, Grayson County, Texas on October 28, 2005, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found on the East right-of-way line of F. M Highway No. 131, at the Southwest corner of the John W. Caple 3.723 acre tract of land recorded in Volume 1325, Page 585, Deed Records, Grayson County, Texas and the Northwest corner of said Ryan Family Trust 3.08 acres, said rebar being South 23 deg. 58 min. 27 sec. East, 405.68 ft. from a 1/2 inch capped rebar found (RPLS 6578) at the Northwest corner of said Caple 3.723 ac.;

THENCE North 89 deg. 36 min. 35 sec. East, with the South line of said Caple 3.723 ac. and the North line of said Ryan Family Trust 3.08 ac., a distance of 366.66 ft. to a 1/2 inch capped rebar found stamped (RPLS 6578) in the West right-of-way line of Knollwood Drive, a public road, at the Southeast corner of said Caple 3.723 ac. and the Northeast corner of said Ryan Family Trust 3.08 ac.;

THENCE South 00 deg. 40 min. 37 sec. West, with the West right-of-way line of said Knollwood Drive and the East line of said Ryan Family Trust 3.08 ac., a distance of 579.50 ft. to a 1/2 inch rebar found at the intersection of the West line of said Knollwood Drive with the East

right-of-way line of the present location of said F.M. Hwy. No. 131, at the Southeast corner of said Ryan Family Trust 3.08 ac.;

THENCE North 72 deg. 00 min. 17 sec. West, with the East right-of-way line of the present location of said F.M. Hwy. 131 and the South line of said Ryan Family Trust 3.08 ac., a distance of 127.88 ft. to a 112 inch capped rebar found stamped (RPLS 4709) on the East right-of-way line of said F. M. Highway No. 131, at the Southwest corner of said Ryan Family Trust 3.08 ac.;

THENCE North 23 deg. 54 min. 05 sec. West, with the East right-of-way line of said F. M. Highway No. 131 and the West line of said Ryan Family Trust 3.08 ac., a distance of 587.87 ft. to the **PLACE OF BEGINNING and containing 3.081 ACRES OF LAND.....**

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

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

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

EFFECTIVE DATE on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

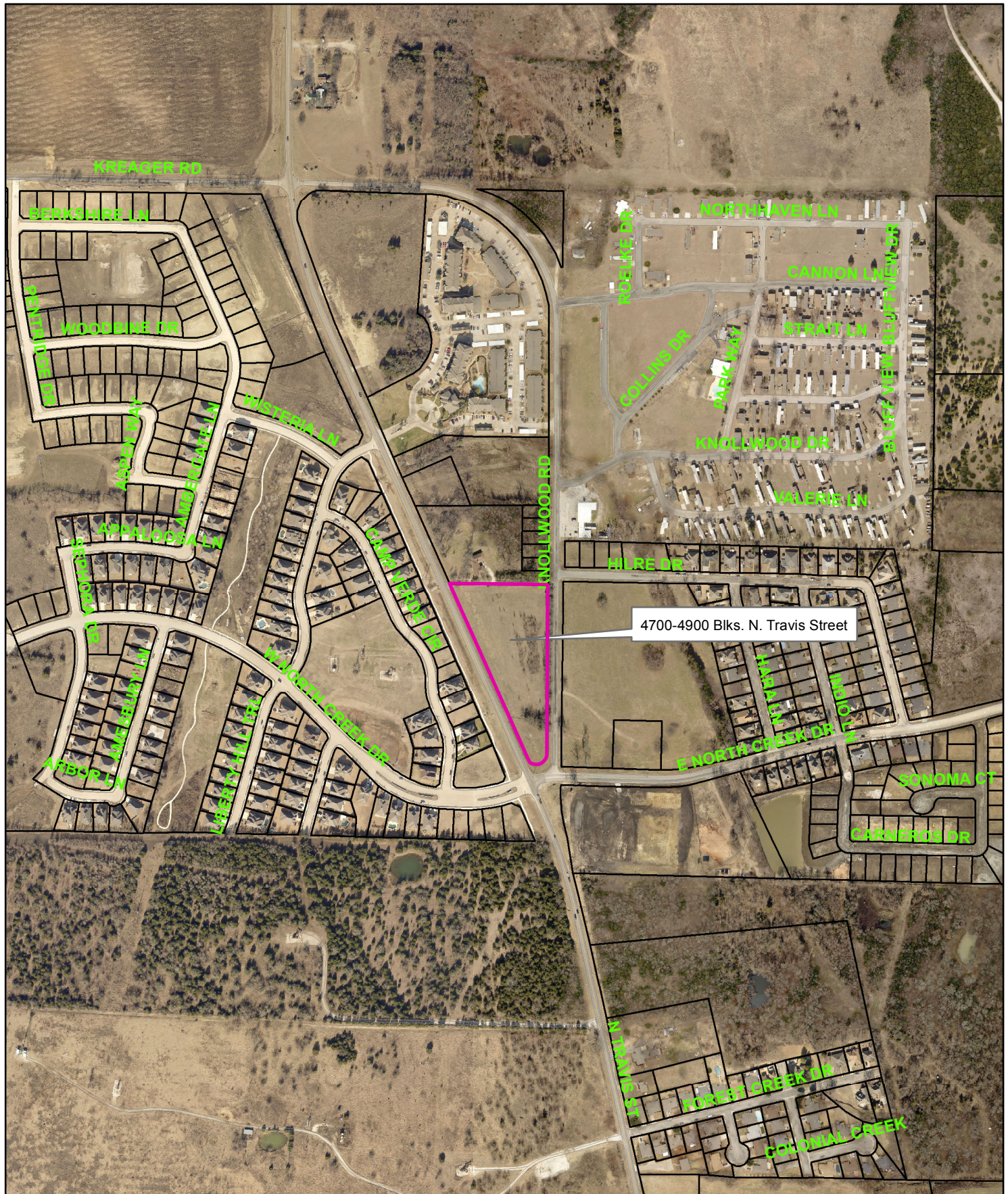
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

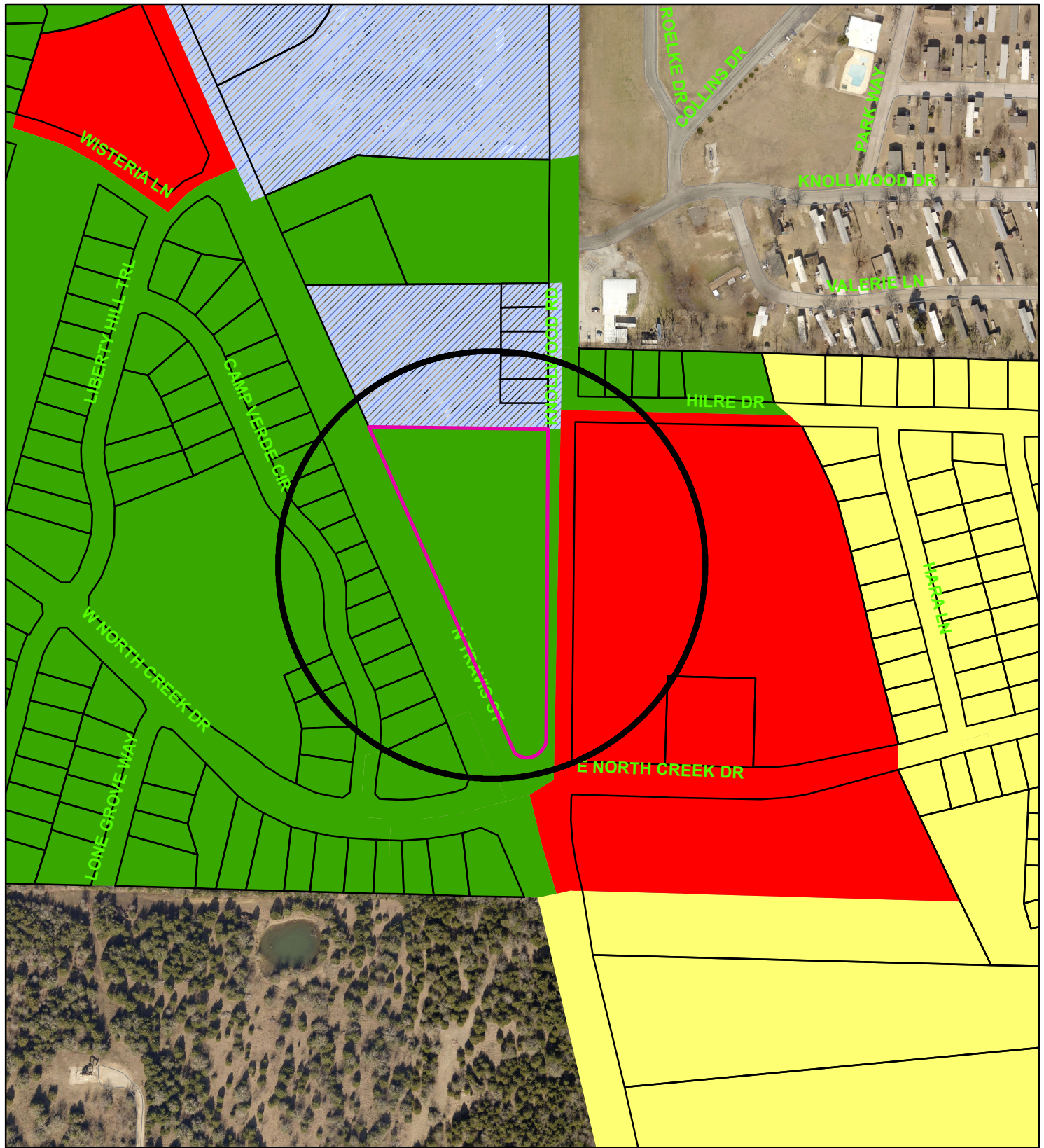
BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



4700-4900 Blks. North Travis Street



1 in = 529 ft



Zoning - 4700-4900 Blocks North Travis Street

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District
- Transportation Corridor

Representation: SHERM.GIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: SHERM.GIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



NOT TO SCALE

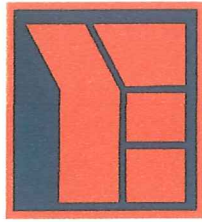
1 in = 300 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

4700-4900 Blks. N. Travis Street





YOUNG
ENTERPRISES

Zoning Change Request

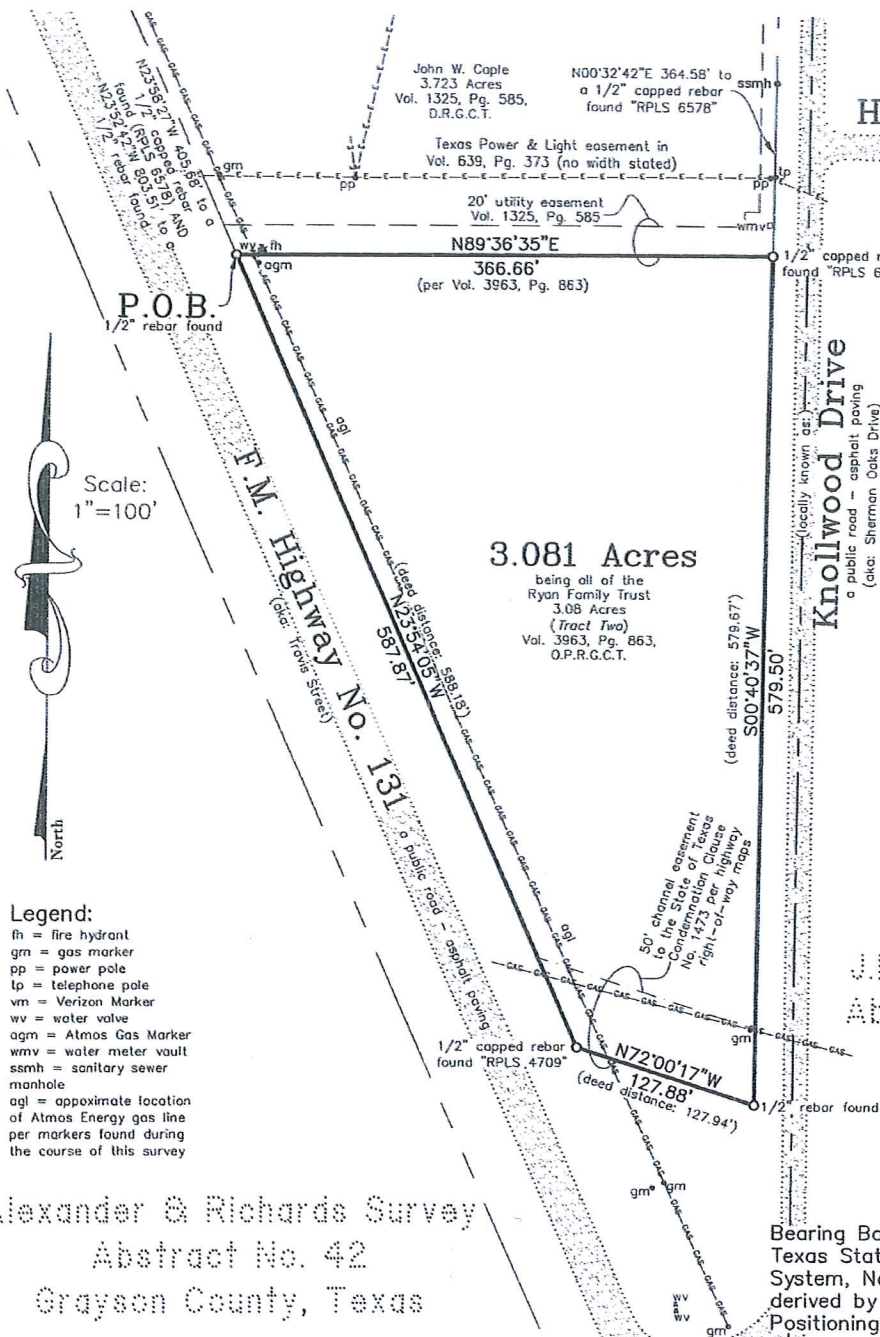
Project Narrative

3.081ac NE Corner of N Travis St & Northcreek Dr

Young Enterprises is requesting a zoning change for the subject parcel from SF-1 to C-1. We believe single family residences are not ideal for land fronting busy N Travis St, with almost no practical residential use for this particular triangle-shaped parcel. Commercial development is without a doubt its highest and best use. Young Enterprises owns all of the surrounding acreage as shown on the submitted site plan. The property immediately adjacent to the east, on the other side of Knollwood Rd, and to the south, across Northcreek Dr, is already zoned C-1. It is our intention to create a master-planned campus including our existing ACE Affordable Storage, a proposed apartment complex on the adjacent 2.3ac (YE Urban Lofts a.k.a. Cypress Lofts), in addition to retail, office, and public park space. In concept, the subject parcel would comprise the main neighborhood retail component since it fronts Travis St, with multifamily, office, and park space located on the acreage to the north and east. This campus would help to serve the growing Austin Landing & Magnolia Village subdivisions, as well as the hundreds of existing and proposed apartment units along N Travis St.

Additionally, Young Enterprises has been working with the Engineering Department and City Manager's Office for well over a year to facilitate the elimination of the dangerous Knollwood/Northcreek intersection and allow for a traffic light to be installed at N Travis St & Northcreek as studied by TxDOT. In order to do this, Engineering has proposed the extension of Hilre Dr to N Travis St as shown on the site plan to divert Knollwood traffic away from that intersection. With Young Enterprises in control of this parcel, this would allow a smooth abandonment process for a portion of Knollwood Rd, and the creation of a cul-de-sac to eliminate the Knollwood/Northcreek intersection that so many residents have complained about. We believe this to be in the best interest of the community, so that is the thought process behind the concept site plan which interacts with neighboring parcels.

Hilre Drive



1. The location of right-of-way easement to Grayson County, Texas in Volume 552, Page 420, D.R.G.C.T. does not affect subject property.
2. The location of easement to Texas Power & Light Co. in Volume 639, Page 373, D.R.G.C.T. does not affect subject property.
3. The location of easement to Standard Oil Company in Volume 948, Page 337, D.R.G.C.T. does affect subject property; however, the exact location cannot be determined with available information.
4. The location of easement to Chevron USA, Inc. in Volume 1888, Page 759, R.P.R.G.C.T. does not affect subject property.
5. The location of electric transmission line easement to the United States of America in Volume 459, Page 88, D.R.G.C.T. does not affect subject property.
6. The right-of-way agreement with Sherman Oaks Corporation for extension of water distribution line in Volume 1597, Page 648 appears to affect the property; however, surveyor cannot determine rights and/or legal acknowledgements within said agreement.

J.H. Clark Survey
Abstract No. 273

Bearing Base: Grid North, NAD83
Texas State Plane Coordinate
System, North Central Zone, as
derived by survey-grade Global
Positioning System.

Owner: Ryan Family Trust

Buyer: Kohl Hitt

Address: _____ N. Travis Street
Sherman, Texas

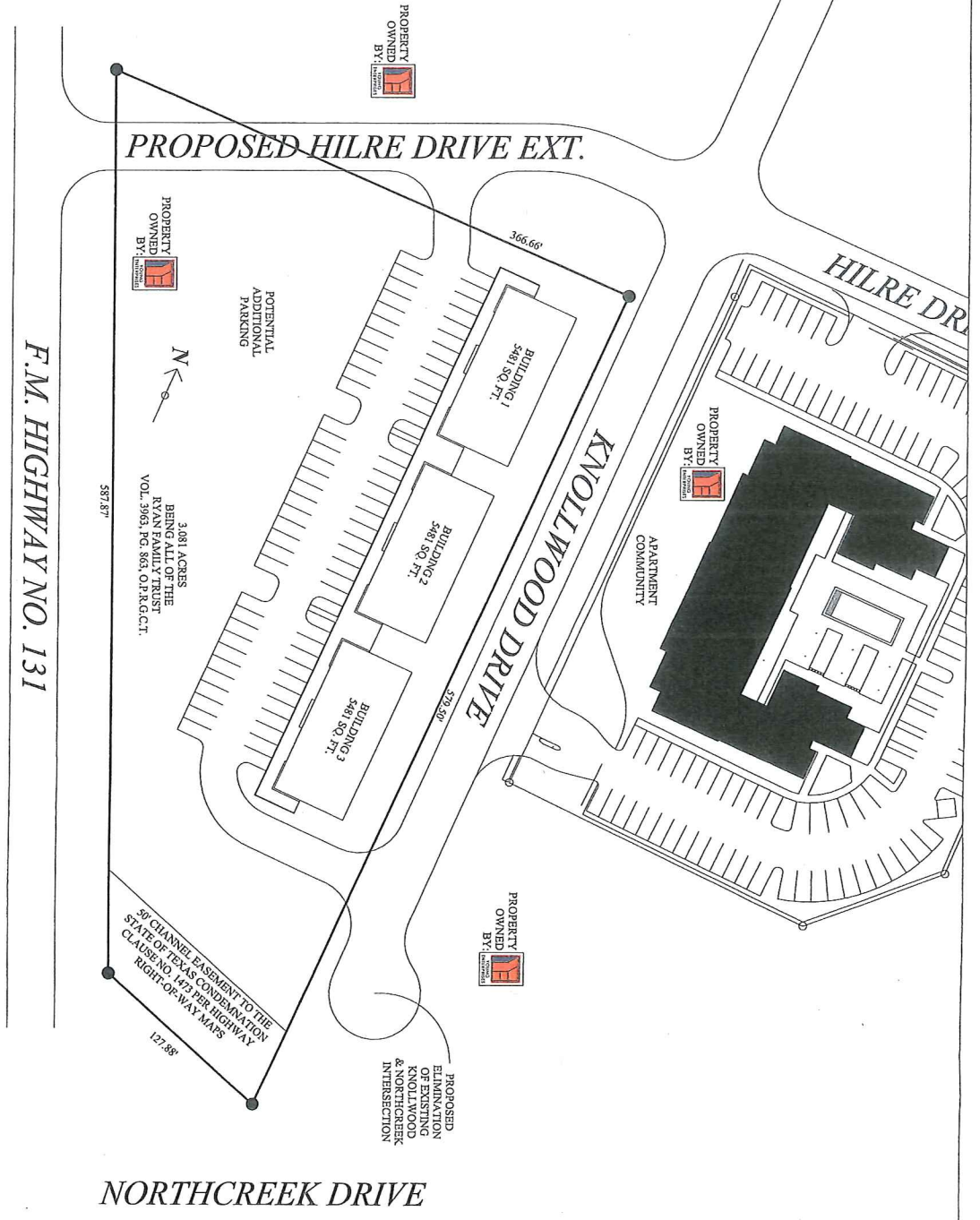
This survey is for the sole benefit of the transaction by and
between: Owners and Buyer stated herein, and is null and
void for any other transaction. Any unauthorized use of this
survey without the sole consent of the undersigned surveyor
will infringe upon state and federal copyright statutes. Any
violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that
a survey was performed on the ground of the property shown hereinabove and that
this survey complies with both the General Rules of Procedures and Practices as
adopted by the Texas Board of Professional Land Surveying and the current Texas
Society of Professional Surveyors standards and is a true and correct representation
of the property shown hereon. Field Notes attached hereto.

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

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph: (903) 463-6191 Fax: (903) 463-4088
Email: helveysurvey@cableone.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

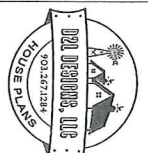
Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: November 21, 2017



YOUNG ENTERPRISES, L.P.

TBD N. TRAVIS ST.
SHERMAN, TX

D2LDESIGNS@YAHOO.COM



DATE
08/22/19

SHEET
SITE

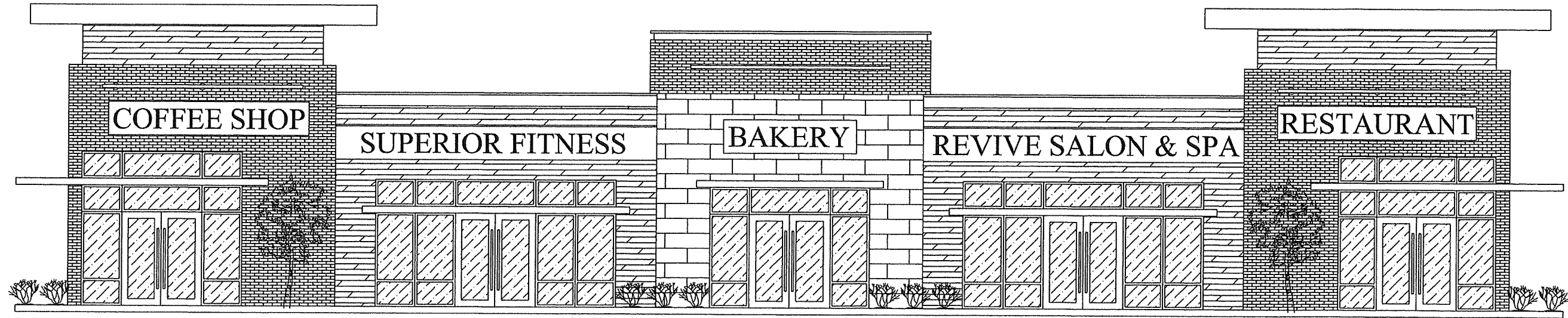
SCALE
NTS



YOUNG ENTERPRISES, L.P.

TBD N. TRAVIS ST.
SHERMAN, TX

D2LDESIGNS@YAHOO.COM



FRONT ELEVATION
TYPICAL

DATE
08/22/19

SHEET
ELEVATION

SCALE
NTS

STAFF REVIEW LETTER

September 10, 2019

Kohl Hitt
3203 Bandera Dr.
Sherman, TX 75092

Helvey-Wagner Surveying
222 W. Main
Denison, TX 75020

Young Enterprises
Daniel Worrell
5414 N. FM 1417 (Heritage Parkway)
Sherman, TX 75092

Dear Applicants,

The request for a zone change and conceptual site plan approval from an SF-1 (Single Family Residential) District to a C-1 (Retail Business) District for the property located in the 4700-4900 blocks of North Travis Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 17, 2019 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning

1. All aspects of the C-1 (Retail Business) District, the sign ordinance, the fence ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
3. A parking space is considered to be 9'x20'.
4. Parking ratio required is determined by the use.
5. All parking shall be on private property and shall not encroach into Travis Street or Knollwood Road right-of-way.
6. The site plan is conceptual and will require additional site plan approval through the Planning and Zoning Commission before construction begins.
7. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
8. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
9. Review the zoning and development ordinance for additional requirements.
10. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

11. Platting of the property is required.
12. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
13. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
14. The location of trash receptors must be approved by the Public Works Department.
15. Verify fire lane requirements with Fire Marshall.

16. Water Pro-Rata will be due at the time of development.
17. Extension of sanitary sewer main will be required.
18. Internal water and sewer lines will be privately owned and maintained.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Billy Hartsfield, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 13.

Meeting Date: 09/17/2019

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Requested Action/Proposed Use:

4700-4900 BLOCKS NORTH TRAVIS STREET

The request of Kohl Hitt (Owner), Young Enterprises (Prospective Buyer), Daniel Worrell (Representative) and Helvey-Wagner Surveying (Surveyor) concerning the property in the 4700-4900 blocks of North Travis Street, being 3.081 acres in the Alexander & Richards Survey, Abstract No. 42, as follows:

Planning and Zoning Commission

Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an SF-1 (Single Family Residential) District to a C-1 (Retail Business) District.

Background:

The property is located in the 4700-4900 blocks of North Travis Street, the northeast corner of Travis Street and Northcreek Drive and is currently zoned an SF-1 (Single Family Residential) District.

Young Enterprises (Prospective Buyer) would like to change the zoning on the property to a C-1 (Retail Business) District. They own all the surrounding properties to the north, east and south. It is their intention to create a master-planned campus including the existing Ace Affordable Storage, a proposed apartment complex (YE Urban Lofts AKA Cypress Lofts) on the adjacent property, in addition to retail, office and public park space.

Adjacent Zoning:

SF-1 (Single Family Residential) District

R-2 (Multi-Family Residential) District

C-1 (Retail Business) District

Origination:

Kohl Hitt (Owner)
Young Enterprises (Prospective Buyer)
Daniel Worrell (Representative)
Helvey-Wagner Surveying (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

13

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Narrative
Survey
Site Plan
Building Elevations
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 7.

Meeting Date: 10/07/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6257

Closing and Abandoning a Platted Alley located in Block 9 of the Mildred Heights Addition, Volume 191, Page 1, Deed Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, property being located in the City of Sherman, County of Grayson, State of Texas

Issue:

To consider the closing and abandonment of a platted alley lying within Block 9 of the Mildred Heights Addition to the City of Sherman, Texas

Background:

On May 21, 2019, the Planning & Zoning Commission approved the site plan for student housing by Austin College in Block 9 of the Mildred Heights Addition. In order to complete the proposed and approved construction, the closing and abandonment of the alley is necessary. As Austin College owns all of the property surrounding the alley, the closed and abandoned alley will be deeded to Austin College upon Council approval.

Origination:

Austin College

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed closing and abandonment and, upon receiving approval from the franchised utilities, it is recommended that the encroachment be granted.

Alternatives:

As may be directed by City Council

Attachments

Ordinance No. 6257

Quit Claim Deed to Austin College

Exhibit "A" as noted on both Ordinance and Quit Claim Deed

Austin College's Request dated September 10, 2019

Aerial Location Map

ORDINANCE NO. 6257

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PLATTED ALLEY LOCATED IN BLOCK 9 OF THE MILDRED HEIGHTS ADDITION, VOLUME 191, PAGE 1, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, PROPERTY BEING LOCATED IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to close and abandon a platted alley located in Block 9 of the Mildred Heights Addition, Volume 191, Page 1, Deed Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, property being located in the City of Sherman, County of Grayson, State of Texas.

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

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

EFFECTIVE DATE on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

QUITCLAIM DEED

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

THIS QUITCLAIM DEED, executed this ____ day of _____, 20____, by the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called “Grantor,” acting by and through its duly authorized City Manager, to AUSTIN COLLEGE, hereinafter called “Grantee”;

WITNESSETH, that the said Grantor, for good consideration and for the sum of Ten Dollars and No Cents (\$10.00) paid by the said AUSTIN COLLEGE, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Grayson, State of Texas, to wit:

BEING 0.096 acres of land, more or less, out of Block 9 of the Mildred Heights Addition, and being more particularly described in the Exhibit “A” attached hereto and made a part hereof for all purposes.

SAVE AND EXCEPT that any easements are reserved for any and all existing utilities as may be now located in said above described property, with the right of ingress and egress to same to the purpose of operation, maintenance, or removal of such utilities until such shall be abandoned or relocated.

RELEASE. In accepting the quitclaim of this property, Grantee expressly accepts the property in its “as is” condition, with all of its faults and encumbrances, if any. Grantee RELEASES and forever discharges the Grantor, its officers, agents and employees from all rights, claims, demands, or causes of action, at law or in equity, Grantee has, or even can, shall, or may have in the future in connection with this transaction, including hazardous materials or environmental issues in, on or upon the property, if any. Grantee states that he is not relying upon any representations or disclosures by the Grantor and none have been made in connection with this property. This release shall be binding upon Grantee’s heirs, assigns and successors in interest.

JOB NO. 19060417
DFT: CG

SCALE
1" = 60'

LEGEND

--- EASEMENT LINE
--- PROPERTY LINE

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Block 9 of the Mildred Heights Addition, to the City of Sherman recorded in Volume 191, Page 1, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:
Beginning at a point at the northwest corner of Lot 1 of said Block 9;

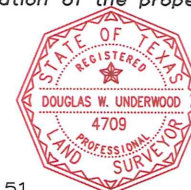
Thence South 15°35'57" East with the east side of the alley a distance of 416.76 feet to a point;

Thence South 74°51'15" West with the south side of the alley a distance of 10.00 feet to a point;

Thence North 15°35'57" West with the west side of the alley a distance of 416.84 feet to a point;

Thence North 75°18'33" East with the north side of the alley a distance of 10.00 feet to the Point of Beginning and containing 0.096 acres of land.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.



Douglas W. Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 6/17/19

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

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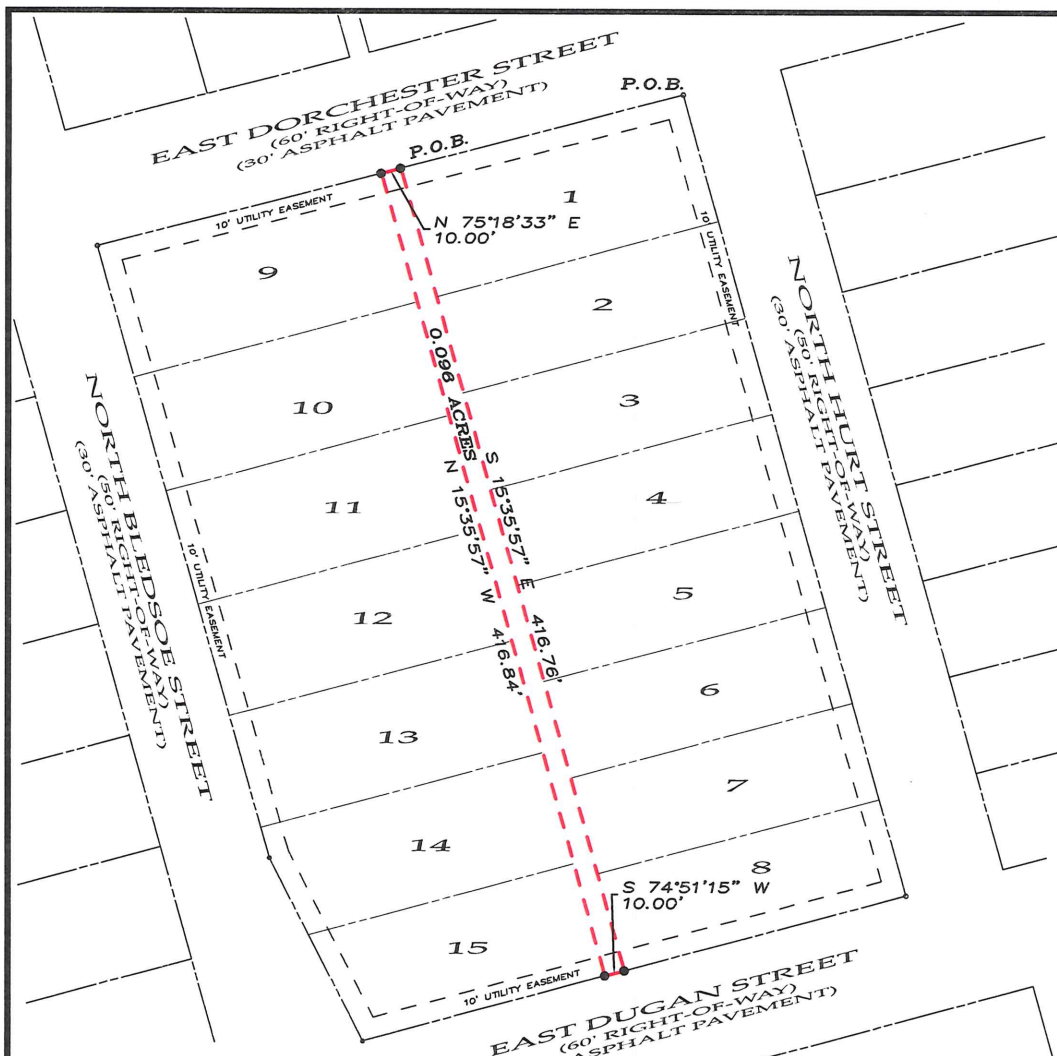


EXHIBIT "A"



September 10, 2019

City of Sherman
P.O. Box 1106
Sherman, TX 75091-1106

To whom it may concern:

As the owner of the property (Austin College) 1204 Hurt St., Sherman, TX 75090 we would like to request an abandonment of the alleyway on this site. The college has been approved by the City of Sherman to move forward with a new "flats style" housing project to expand our student housing on campus. The college owns all the contiguous property from Dorchester Street to Dugan Street.

The alleyway runs in the middle, (North to South) of Mildred Heights, Block 9, Lots 1-15.

Attached is a copy of the survey of the area we are requesting for the abandonment. If you have any questions or need further information please feel free to contact me.

Best Regards,

A handwritten signature in black ink that reads 'Heidi B. Ellis'.

Heidi B. Ellis
Vice President for Business Affairs
Austin College

This aerial map displays a residential neighborhood with property lines and parcel numbers. A yellow line highlights a specific parcel. Street names include TUCK, DO ROCHESTER, GRAND, DUGAN, LUCKETT, HURTI, BLEDSOE, CRAYCROFT, PORTER, RICHARDS, and DUGAN. Parcel numbers are visible throughout the map.





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 8.

Meeting Date: 10/07/2019

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6258

Amending Chapter 3 of the Code of Ordinances, entitled "Building Regulations", Article 3.14, entitled "Permit, Development and Registration Fees", to add a New Section 3.14.009.01 to be entitled "Municipal Setting Designation Application Fee"

Issue:

Amending the Code of Ordinances to provide for a new Section 3.14.009.01 to add an application fee for a Municipal Setting Designation (MSD)

Background:

The Texas Commission on Environmental Quality (TCEQ) explains that a Municipal Setting Designation (MSD) is an official state designation given to property within a municipality or its extraterritorial jurisdiction that certifies that designated groundwater at the property is not used as potable water, and is prohibited from future use as potable water because that groundwater is contaminated in excess of the applicable potable-water protective concentration level. The prohibition must be in the form of a city ordinance, or a restrictive covenant that is enforceable by the city and filed in the property records.

<https://www.tceq.texas.gov/remediation/msd.html>

Through the proposed ordinance, an application fee of \$5,000.00 will be assessed against those requesting the City's approval of an MSD on their property.

Origination:

City Manager's Office

Financial Consideration:

An application fee of \$5,000.00 would be required of anyone requesting an MSD.

Staff Recommendation:

It is recommended that the City Council hold the required public hearing and adopt the ordinance.

Alternatives:

The City Council could choose not to pursue this program.

Attachments

Ordinance No. 6258

Municipal Setting Designations: A Guide for Cities

ORDINANCE NO. 6258

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES, ENTITLED “BUILDING REGULATIONS”, ARTICLE 3.14, ENTITLED “PERMIT, DEVELOPMENT AND REGISTRATION FEES”, TO ADD A NEW SECTION 3.14.009.01 TO BE ENTITLED “MUNICIPAL SETTING DESIGNATION APPLICATION FEE”; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 3, Article 3.14 of the Code of Ordinances of the City of Sherman, Texas, entitled “Permit, Development and Registration Fees”, be amended to add a new Section 3.14.009.001, such section to read as follows:

Sec. 3.14.009.01 Municipal Setting Designation Application Fee

<i>Municipal Setting Designation Application Fee</i>	\$5,000.00
--	------------

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

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

SECTION 5. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

EFFECTIVE DATE on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



TCEQ GENERAL INFORMATION

Remediation Division

GI-326 • Revised February 2013

Municipal Setting Designations: A Guide for Cities

INTRODUCTION

In 2003, the 78th Texas Legislature passed a Municipal Setting Designations (MSDs) law, effective September 1, 2003, that relates to the potability of groundwater and the requirements for removing contaminants from groundwater. The law authorized the Texas Commission on Environmental Quality (TCEQ) to receive, process and certify MSD applications for properties with contaminated groundwater that are located in cities or their extraterritorial jurisdiction. The TCEQ can certify an application **only** if there is local city support. The city has the choice to either support or not support an MSD application. Because of this need for city support, city officials can expect to be contacted by persons who wish to pursue state certification of an MSD. Cities can also pursue MSDs for their own use.

The MSD law provides a new alternative to persons addressing the groundwater contamination they are responsible for causing, as well as to persons who “volunteer” to address groundwater contamination. The MSD law sets conditions for MSD properties that limit requirements for contaminated groundwater to be investigated and remediated (cleaned up or controlled) to make the groundwater suitable for use as potable water, when that groundwater is not used for potable

water and will not be used for potable water in the future.

This document is provided as reference material to city governments regarding MSDs. This document explains:

- what an MSD is,
- the purpose behind the law, and
- identifies potential considerations when the city is deciding its position on MSD certification.

Further information on MSDs can be accessed from the MSD Web page: www.tceq.texas.gov/remediation/msd.html.

Or contact the TCEQ Remediation Division directly at 512-239-2200 and ask to speak with a staff member knowledgeable about MSDs.

MSD OVERVIEW

An MSD is an official designation given to property within a municipality or its extraterritorial jurisdiction that certifies that designated groundwater at the property is not used as potable water, and is prohibited from future use as potable water because that groundwater is contaminated in excess of the applicable potable-water protective concentration level. The prohibition must be in the form of a city ordinance, or a restrictive covenant that is

enforceable by the city and filed in the property records. The MSD property can be a single property, multi-property, or a portion of property.

Definitions:

Groundwater - The water present below ground surface.

Potable Water - The statute defines potable water as water that is used for drinking, showering, bathing, cooking purposes, or for irrigating crops intended for human consumption.

Potable-Water Protective Concentration Level - A maximum concentration of a contaminant in groundwater that is protective for people using the groundwater for potable purposes. Potable-water protective concentration levels are specific to each contaminant and are reported in units of milligrams of contaminant per liter of water (mg/l).

BACKGROUND AND PURPOSE OF THE MSD

The purpose of the MSD law is to provide a less expensive and faster alternative to the existing state environmental regulations governing the investigation and cleanup of contaminated groundwater. The statute substitutes a municipal ordinance or restrictive covenant in lieu of TCEQ regulations to protect the public against exposure to the contaminated groundwater.

In many cities, some of the chemicals spilled onto the ground by commercial or industrial activities have seeped through the soil and into groundwater. Because groundwater is frequently a source of potable water for people, the state regulations typically require the investigation and remediation of the contaminated groundwater to support potable water use. In almost every case,

potable water use of groundwater is the most protective basis the state uses to regulate the cleanup of contaminated groundwater.

In some city locations, however, no one is using groundwater as potable water in the vicinity of the contaminated groundwater zone, and there is no plan to use that groundwater as potable water in the future because a public water supply that relies on another source of water is available. For such instances, the MSD law provides an alternative to the standard TCEQ regulatory requirements. Instead of restoring or controlling the contaminated groundwater zone so it can be used as potable water, a prohibition is placed on the designated groundwater beneath the MSD property to prevent people from using the contaminated groundwater as potable water, as the means to protect the public.

However, if there is a potable-use water well within one-half mile of the MSD property boundary, then the extent of any groundwater contamination beyond the MSD boundary does have to be determined and remediated in accordance with the statute. If there is no such well, then the contamination would not be assessed or remediated for potable purposes, but assessment could be required for other purposes.

Because people, animals, fish and plants (ecological receptors) can potentially be exposed to the contamination in other ways, the law allows the TCEQ to require the contamination to be investigated and remediated for other concerns unrelated to potable water use. For example, the inhalation of vapors originating from the groundwater contaminants, or the discharge of

groundwater contaminants to lakes or streams can be a concern.

By providing this alternative way to address contaminated groundwater that will not be used as potable water, persons may be more inclined to develop and redevelop properties in municipal areas that have contaminated groundwater.

AUTHORITY TO ESTABLISH AN MSD

The 78th Texas Legislature passed House Bill 3152, and subsequently that legislation was codified in the Texas Solid Waste Disposal Act (Texas Health and Safety Code, Chapter 361, Subchapter W, Sections 361.801-808). The legislation provided new authority for cities to support MSDs [see Local Government Code, Section 211.003, Subsection (a), and Local Government Code, Section 212.003, Subsection (a), and Local Government Code, Section 401.005]. The Texas Health and Safety Code was subsequently modified by House Bill 2018, of the 80th Legislature and by House Bill 2826, 82nd Legislature. The statutes can be downloaded from www.statutes.legis.state.tx.us.

ELIGIBILITY CRITERIA

The statute specifies two eligibility requirements:

1. The proposed MSD property must be within the corporate limits or extraterritorial jurisdiction of a municipality authorized by statute, and
2. There must be a public water supply system that meets state requirements that “supplies or is capable of supplying drinking water” to the MSD property and all

properties within one-half mile of the MSD property.

ALLOWABLE APPLICANTS

Any person, including a local government, can apply for an MSD. “Person” is defined as an individual, corporation, organization, government or governmental subdivision or agency, or business trust, partnership, association or any other legal entity [see Texas Health and Safety Code, Section 361.003(23)].

This means that cities can also apply for an MSD. An MSD can be used to address groundwater contamination the applicant is responsible for, or for any other property where there is groundwater contamination, provided the eligibility criteria are met.

STATUTORY NOTIFICATION REQUIREMENTS

The MSD statute requires the applicant to provide a letter to notify the parties identified below that an MSD application is to be submitted to the TCEQ. The notice must be completed in advance of or at the same time an application is submitted to the TCEQ. Specifically, the notice letter must be provided to:

- Each municipality:
 - In which the MSD property is located;
 - With a boundary located within one-half mile from the MSD property boundary; or
 - That owns or operates a groundwater supply well located within five miles from the MSD property boundary;

- Each owner of a “private water well registered with the commission”¹ that is located within five miles from the MSD property boundary; AND
- Each retail public utility² that owns or operates a groundwater supply well located within five miles of the MSD property boundary.

The applicant is required in the notice letter to:

- Identify the location of the proposed MSD property,
- State the reason for the MSD certification,
- State that municipalities and retail public utilities can provide comments to the TCEQ,
- Identify the type of groundwater contaminants
- Name the party responsible for the contamination, if known
- State the eligibility criteria, and
- State the time period for the TCEQ Executive Director to certify or deny the MSD or to request additional information.

For proposed MSDs located in a municipality with a population of two million or more, a statement must be included in the notice letter that the notified municipality or retail public utility has 120 days from receipt of the notice to pass a resolution opposing the application for an MSD.

¹ Statutory language refers to the TCEQ, but the Texas Water Development Board and the Texas Department of Licensing and Regulation must also be consulted.

² Retail public utility as defined by Texas Water Code Section 13.002.

Notified parties have up to 60 days after they receive the notice letter to file comments with the TCEQ, if they choose to do so. The TCEQ cannot take action to deny or certify the application until 60 days after those notices are received. Where the proposed MSD is located in a municipality with a population of two million or more, then the TCEQ cannot take action to deny or certify the application until 120 days after municipalities and retail public utilities have received their notices.

THE CITY ROLE

The city is not required by statute to accept, process or support MSD applications. However, for an MSD to be certified by TCEQ, municipal support for the application is paramount. Therefore, MSD certification is significantly controlled by the city. For a city where the proposed MSD property is located and the city has a population of less than two million, the statute allows an MSD application to be certified only if the city council supports the application with a resolution and either:

- Adopts an ordinance to prohibit potable use of the designated groundwater from beneath the MSD property and to appropriately restrict other uses of and contact with the designated groundwater, OR
- The MSD property is subject to a restrictive covenant that is enforceable by the municipality to prohibit potable use of designated groundwater from beneath the MSD property and to appropriately restrict other uses of and contact with the designated groundwater.

The statute also defines a role for cities that border the proposed MSD within one-half mile of the proposed MSD boundary or who own or operate a groundwater supply well located within 5 miles of the proposed MSD boundary. In these cases, the applicant must also provide a notice to that city of their intent to file an MSD application with the TCEQ. Further, for a proposed MSD located in a municipality with a population less than two million, the statute allows an application to be certified in such situations only if the city council of that bordering city also adopts a resolution in support of the MSD application. Where the proposed MSD is located in a municipality with a population of two million or more, a city notified of the MSD application is not required to pass a resolution of support, however, if the city opposes the MSD, it must pass a resolution opposing the MSD within 120 days of receiving notice.

As stated earlier, no municipality is under statutory obligation to support an MSD application, but without municipal support, the TCEQ is statutorily required to deny the application because it is incomplete. An application is not complete until the resolution and ordinance or restrictive covenant, as applicable, are adopted by the city where the proposed MSD is located, and by the other cities, if applicable. However, in accordance with the statute, the ordinance restrictive covenant, and documentation of a resolution supporting the MSD or documentation of no resolution opposing the MSD (in cities of a population of two million or more) can be submitted to the TCEQ after the TCEQ processes and “precertifies” the application.

In all cases, the TCEQ will need assurance that applicants have the firm support of each required city before submitting an application to the TCEQ.

Therefore, it is up to the city to decide what is in its best interest regarding each MSD property that is proposed to be located within its border or within a bordering city. The statute does not prohibit a city from imposing additional application procedures and requirements on the applicant.

Outside of providing support for the application, the municipality also needs to confirm the status of public water availability for the TCEQ when the city owns or operates a public drinking water supply system that serves the MSD area. Specifically, the TCEQ must have verification that a public drinking water supply system exists that “supplies or is capable of supplying drinking water” to the MSD property and all surrounding properties within one-half mile of the MSD property. The applicant must provide this information in the application, but the TCEQ also prefers to directly verify this with the public drinking water supplier. A city letter signed by an appropriate city official verifying the availability, or the extent of public drinking water service they provide to the proposed MSD area, is sufficient.

If a city does not support an MSD, it should directly inform the applicant of this fact. Additionally, it can also document this conclusion in a letter submitted to the TCEQ.

MSDs Located in a City with a Population of 2 million or More:

For a MSD located within a municipality with a population of two million or more, in order for the MSD application to be certified, any Retail Public Utility that owns or operates a groundwater supply well within 5 miles of the MSD property or a city with a boundary located within one-half mile of the proposed MSD boundary, or that owns or operates a groundwater supply well within 5 miles of the MSD property, is not required to pass a resolution of support. If no resolution opposing the MSD is adopted by any such municipality or retail public utility within 120 days of receiving their notice, the applicant would be considered to have complied with the MSD eligibility requirements.

THE RETAIL PUBLIC UTILITY ROLE

By statute, retail public utilities (RPU) have a role in certain instances. The applicant is required to identify every RPU, if any, that owns or operates a groundwater supply well located within five miles of the MSD property and provide notice to each identified RPU of the applicant's intent to submit an MSD application to the TCEQ.

For a proposed MSD located in a municipality with a population less than two million, if an RPU owns or operates a groundwater supply well located within 5 miles of the proposed MSD boundary, then for the MSD application to be certified, the applicant must provide a copy of a resolution in support of the MSD application from the governing body of each applicable RPU. For a proposed MSD located in a municipality with a population of two million or more, an RPU notified of the MSD application is not required to pass a resolution of support. However, if the RPU opposes the MSD application, then it must pass a resolution opposing the MSD within 120 days of receiving notice. As is the case for a municipality,

the RPU is under no statutory obligation to support an MSD application. The TCEQ is also directing applicants to obtain firm support of each RPU before submitting an application to the TCEQ.

An RPU is also asked to support the TCEQ in processing the application by confirming to what extent its system supplies or is capable of supplying water to the MSD property and all properties within one-half mile of the MSD property. This information is needed for the application. A letter from each RPU signed by an appropriate official with the RPU verifying the extent of its public drinking water service to the proposed MSD area is sufficient.

City and Retail Public Utility Support

The applicant is not to submit an MSD application to the TCEQ until they have "firm" municipal and RPU support for the application. Firm support can be demonstrated by providing the TCEQ with a direct indication from an individual within the municipality or RPU who has authority to advise the city council or governing body that they will recommend that the required resolutions or ordinance be adopted.

THE TCEQ ROLE

As with cities and RPUs, the TCEQ's role is established by statute. The TCEQ is to receive and process applications, verify proposed MSD properties meet statutory eligibility requirements, and verify that applications are administratively complete. If the MSD property is statutorily eligible and the application is complete, then the TCEQ will certify the application.

The TCEQ has statutory authority to deny an application when:

- The eligibility requirements are not met,

- The application is incomplete or inaccurate, or
- Based on comments or information from applicant-notified parties or other information, the TCEQ determines the MSD would negatively impact the current and future regional water resource needs or obligations of a municipality, a RPU, or a private well owner.

If the application is certified, the TCEQ is required to provide a copy of the certification to parties who received notice from the applicant, as well as to all parties who provided comment during the 60-day comment period on the application and to anyone else who requested a copy. The TCEQ will also be available to help municipalities obtain an understanding of the MSD statute and program.

The TCEQ's responsibilities subsequent to MSD certification are determined under the statute, i.e., Texas Health & Safety Code Section 361.808 (Investigation and Response Action Requirements).

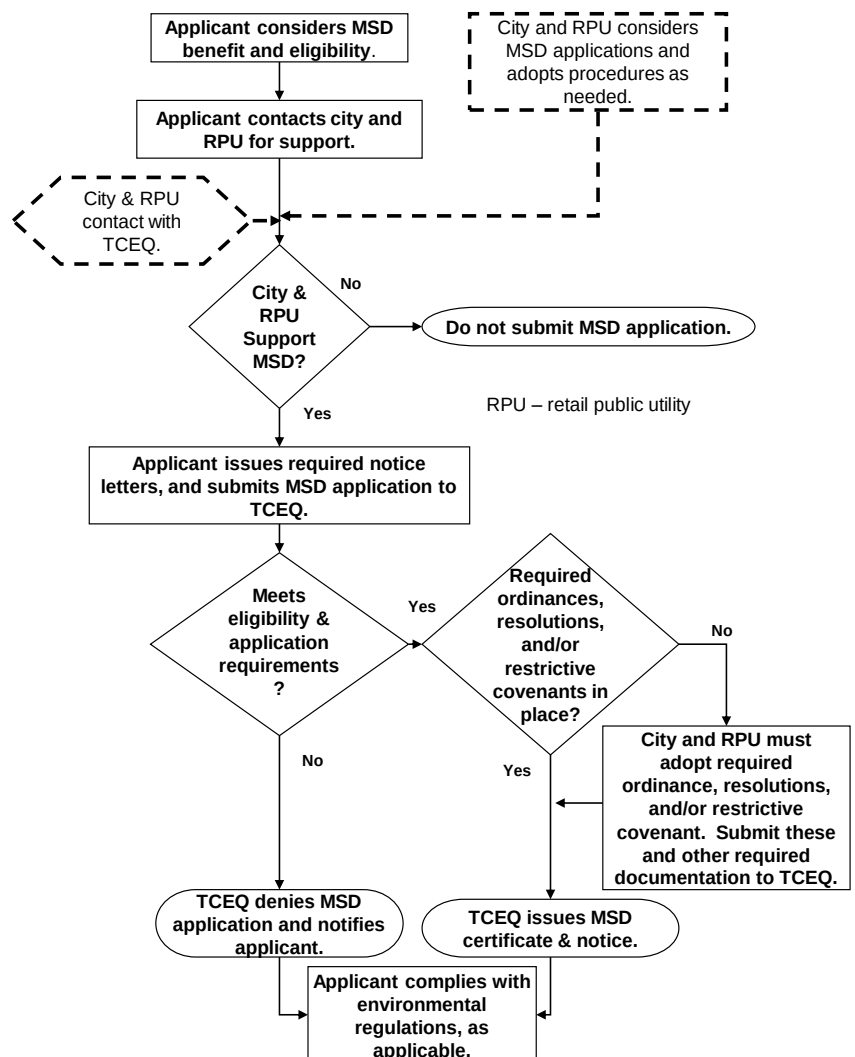
CERTIFICATION PROCESS

In general, an applicant must provide notice to parties identified by statute that an MSD application will be submitted to the TCEQ, and subsequently submit an MSD application for TCEQ consideration. However, as indicated in Figure 1 the process also involves city and RPU support. Note that there are action steps for the applicant,

notified cities, RPUs, and the TCEQ. The TCEQ must certify, deny or request additional information within 90 days of receiving the application.

If the city anticipates there will be local interest in applying for an MSD and if the city is in general willing to support MSDs, then as indicated in Figure 1, the city may choose to establish procedures for an applicant to follow when seeking city support. The City of Fort Worth is an example of a city that has adopted procedural ordinances for MSD applicants to follow.

Figure 1. MSD application process. (Dashed lines denote optional actions.)



CONSIDERATIONS IN SUPPORTING MSDS

The practical outcome of an MSD is that the requirement to investigate and remediate existing contaminated groundwater for potable water use purposes will be lessened or eliminated. Instead of the TCEQ regulations, public protection is provided through the MSD potable water use prohibition.

The following considerations are presented to aid cities unfamiliar with MSDs and that are unsure of factors that may need to be considered.

WATER RESOURCE CONSIDERATIONS

Current and future dependence on groundwater for potable water

Consider what the source of your current or future potable water supply is and whether existing contaminated groundwater in the MSD area threatens a potable groundwater supply the city or its citizens rely on, or will rely on in the future. An MSD is authorization to take that contaminated groundwater zone within the MSD boundary out of use for potable water, indefinitely. Figures 2 and 3 illustrate the location of the major and minor groundwater aquifers in the state. These aquifers are relied on for potable water in many areas of the state

In considering whether to support MSDs in general, if the city relies on surface water or groundwater located far from the MSD area for potable water, then the existing groundwater contamination within the city might not be a particularly important consideration. However, if groundwater beneath the city is relied on for potable water by the city or its citizens, then the

groundwater contamination may pose a threat to the potable water supply.

Relevant factors to consider when evaluating if there is any such threat to the potable groundwater supply may include the following, as well as other potential factors:

- what groundwater zone(s) are used for potable water,
- what groundwater zones are contaminated and what is the level of understanding of the degree and extent of the groundwater contamination,
- the degree of any natural or anthropogenic hydraulic connection between the potable groundwater supply and the contaminated groundwater,
- the degree of knowledge of existing local water well locations;
- relative proximity of existing and planned potable-water wells to the groundwater contamination,
- the design of those potable-water wells and integrity of those wells against being contaminated by the contaminated groundwater,
- potential for future water well installations outside the MSD potable water use prohibition,
- the local hydrogeology and possibly the regional hydrogeology (aquifer recharge, groundwater flow, aquifer interconnectivity, etc.), and
- the nature and chemical/physical properties of the groundwater contaminants.

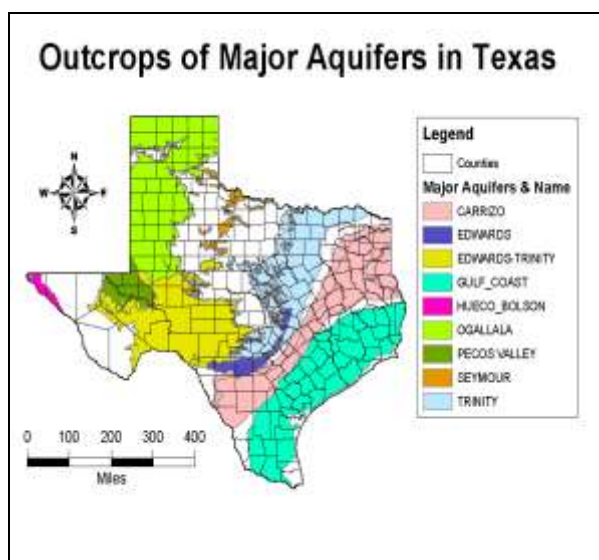


Figure 2. Outcrops of major aquifers in Texas.

Considering these factors, it may become apparent MSDs can be appropriately sited anywhere within the city, or only within certain areas of the city, if at all. There may be ways to shore up any uncertainties in the appropriateness of MSDs by placing particular information or action requirements on the applicants.

Irrigation and Industrial water sources

If the groundwater is used for “non-potable water” purposes in the vicinity of the MSD property, the TCEQ is not prohibited by statute from requiring the person to investigate and remediate the groundwater to address those non-potable considerations. Examples of non-potable groundwater use include irrigation of lawns, watering pets and livestock, and industrial process or cooling water. Historically, the TCEQ has typically applied its potable-water protective concentration levels to such instances of non-potable use of groundwater.

Additionally, pumping of groundwater for non-potable use can spread the existing groundwater contamination.

The frequency of non-potable groundwater use in the area might give an indication of whether the municipality might prefer the MSD to cover the full extent of groundwater contamination, or provide the necessary insight into the appropriate scope and scale of a municipal groundwater use prohibition ordinance, or restrictive covenant.

MSD MANAGEMENT CONSIDERATIONS

MSDs frequently bring up management questions, some of which might not be unique to or a true consequence of an MSD.

The city goals

Depending on the goals for the city, MSDs might be an important alternative. The restrictive covenant or ordinance used to prohibit potable water use must at least cover the entire MSD property. Additionally, the city may want to place such limits outside the MSD boundary as a safeguard against future potable water use in the MSD area, or in anticipation of other MSDs.

If the city supports use of MSDs and is also contemplating or is already undertaking a significant Brownfield redevelopment or revitalization project for a city sector, then MSD scale is important. A multi-property or “regional” MSD or a “regional” ordinance that prohibits the use of the designated groundwater as potable water might be advantageous. An MSD applies to all contamination in the designated groundwater **within** the MSD boundary, even if it extends across multiple real estate tracts that have their different sources of contamination within the MSD property.

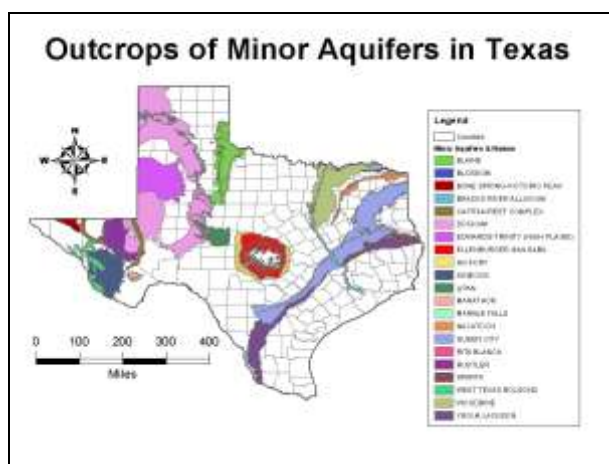


Figure 3. Outcrops of minor aquifers in Texas.

A regional groundwater ordinance could support subsequent MSD applications filed on a property-by-property basis for the different tracts of land within the physical limits of that ordinance. This would allow applications to be filed as additional properties with groundwater contamination are discovered. The ordinance does need to stipulate that the reason for the potable water use prohibition is that the groundwater is contaminated.

Be aware that the statute requires notices to and resolutions from different parties within certain radial distances from the **boundary** of the MSD property. Moreover, the regulatory flexibility a certified MSD provides is tied to whether there are potable-water wells located within one-half mile of the MSD boundary. As the size of the proposed MSD property is increased, the radial distances commensurately reach farther out and can shift notification and MSD support requirements as well as relative proximity to potable water wells, depending on what falls within those radial distances.

Repeal of ordinance

The MSD certificate is predicated on the ordinance or restrictive covenant

remaining in effect. Therefore, if the city changes its support for the MSD by withdrawing the ordinance, there would be no prohibition against the use of the contaminated groundwater for potable water within the MSD. Accordingly, the TCEQ and the city need to be in communication if the city withdraws or revokes the MSD ordinance. As a courtesy, the TCEQ requests that the city notify it at least 60 days in advance of making any such change.

Coverage of the potable water use prohibition and potable-water well installation

The MSD statute requires only that the designated groundwater **within** the MSD boundary be prohibited from potable use. The MSD prohibition **is not required** to extend beyond the boundary of the MSD or to cover the extent of contaminated groundwater that may extend beyond the MSD boundary, currently or in the future. There may be no other natural or legal controls or safeguards outside the boundary of the MSD that prevents installation of a potable-water well within one-half mile of the MSD property, subsequent to MSD certification.

If the TCEQ becomes aware of such a situation, then the person responsible for the MSD groundwater contamination will have to assess and remediate for potable purposes in accordance with Texas Health & Safety Code Section 361.808. Unfortunately, the TCEQ may not be made aware of new wells in the vicinity of the MSD.

If future potable use of groundwater in the vicinity of the MSD property is a concern, then local initiatives to monitor and report water well installation in the vicinity of existing MSDs may have

merit. Some cities may already have other ordinances or controls that prohibit water wells or require a city permit to be obtained before a water well can be installed. Such controls are not typically sufficient to satisfy the MSD ordinance requirements, but can effectively provide an added measure of protection.

Alternatively, the city may also consider notification of the MSD to local citizens as a means to safeguard against future potable water use in the MSD area.

Technical expertise and technical information

When evaluating the appropriateness of MSDs, a city may encounter some complex legal and technical matters. A consideration is what city department(s) should evaluate MSD proposals; what problems, if any, are anticipated in arriving at a conclusion; and what information is needed to support a good decision on the matter. The MSD statute requires the applicant to provide the specific information listed in the statute, but the city might have a need to be provided other, additional information. If so, the city might consider defining procedures for MSD applicants.

CONTAMINANT CONSIDERATIONS

The appropriateness of a particular MSD in some instances can be dependent on the nature of the contaminants and the expected behavior of the groundwater contaminants over time. Detailed contaminant behavior information is not required at the time of submitting an MSD application. Therefore, the MSD application may be prepared and submitted to the TCEQ at the “front end” of a remediation project. This may result in the TCEQ having

little to no technical information regarding contaminant conditions at the property at the time of processing an MSD application.

Further, once an application is certified, the requirements of Texas Health and Safety Code Section 361.808 take effect. As discussed previously, depending on the presence or absence of local potable-water wells, the applicability of other exposure concerns in the MSD property and surrounding area, there may not be a requirement to define the nature and extent of groundwater contamination, or to evaluate the potential for the contamination to spread further (laterally, or to deeper groundwater zones).

Also, the groundwater contamination at an MSD property may have a potentially short or long legacy, depending on the nature of the contaminant and site conditions. Some groundwater contaminants, such as benzene, are less persistent in the environment than others. This means that once the contaminant source is mitigated, the dissolved groundwater contaminant commonly degrades or naturally reduces in concentration due to bacterial, chemical and/or physical processes in the environment.

Other contaminants, such as some chlorinated solvents, are not as readily amenable to natural degradation and may be more persistent in the environment. Additionally, some contaminants degrade to a more toxic groundwater contaminant. For example, tetrachloroethylene, also known as perchloroethylene or “perc,” a commonly used dry cleaning chemical, degrades through several intermediate chemicals to the more toxic chemical, vinyl chloride.

All other factors being equal, the longer legacy contaminants might naturally warrant more concern than short legacy contaminants. Unfortunately, in many instances the longer legacy contaminants are also among the most difficult and therefore among the most expensive to cleanup.

PUBLIC AWARENESS CONSIDERATIONS

The statutory notice requirements were presented earlier in the **STATUTORY NOTIFICATION REQUIREMENTS** section of this document. Recipients of the notice have 60 days from the date it is received to file comments with the TCEQ. The city might consider whether it prefers that additional parties, such as landowners or other potential stakeholders, are notified of the proposed MSD.

AN MSD EXAMPLE

Figure 4 illustrates an example MSD. The figure is of a three-dimensional cross-section of a slice into the ground beneath property in a city. In the cross-section, three different groundwater zones are depicted. The “box” labeled “MSD Property” depicts the lateral and vertical boundaries of the MSD (MSD property).

In this example, only Groundwater Zone 1 is contaminated. An MSD can only be applied to existing contaminated groundwater zones, not to clean or uncontaminated groundwater zones. Therefore, as indicated by the vertical boundary of the box, only Groundwater Zone 1 is included in the MSD. The portion of Groundwater Zone 1 that is within the MSD boundary is deemed the “designated groundwater” for the MSD

and as such **prohibited** from current and future use as potable water.

Groundwater Zones 2 and 3 are not contaminated, and therefore, they are not eligible to be included in the MSD. In this example, only Groundwater Zone 1 is prohibited as a potable water supply. Unless there is a potable-water well within one-half mile of that MSD boundary, the groundwater contamination will not be investigated or remediated for potable water use.

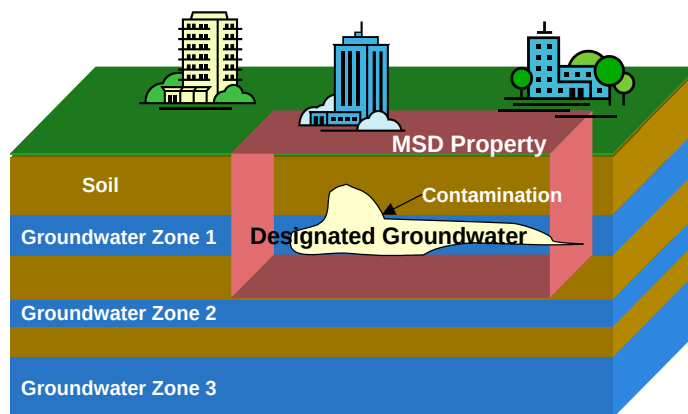


Figure 4. Three-dimensional cross-section of an MSD property and the designated groundwater zone.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 9.

Meeting Date: 10/07/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6251, 6252, 6253, 6254, 6255, 6256, 6257 and 6258

Issue:

- D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6251**
Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Sherman Project); and Approving the Issuance Thereof, the Notice of Sale Prepared in Connection with the Public Offering of the Bonds and the Facilities to be Constructed or Acquired by Such Authority
- D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6252**
Replacing the Legal Description of Industrial Reinvestment Zone, Number Nine (#9), City of Sherman, Texas, and Other Matters Relating Thereto
- D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6253**
Amending Section 6.11, Ordinance No. 2280, so as to Grant a Planned Development for Village Planned Development in the 2800-3200 blocks of South F.M. 1417 (Heritage Parkway), being 624.473 acres in the Elizabeth Jones Survey, Abstract No. 625 (The Munson Realty Co., Owners; Hoefer Wysocki, Architect; John Ruggieri, Representative; and Underwood Drafting and Surveying, Inc., Surveyor); Providing that this Planned Development shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00
- D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6254**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Patio Homes in an R-1 (One Family Residential) District in the 3800-4000 blocks of Quail Run Road, being Lots 1-4, Block 1, Lots 1-4, Block 2, Lots 1-25, Block 3 and Lots 12-26, Block 5 of the proposed Heritage Farms Estates, a Replat of Lot 2, Block A, Country Ridge Estates, No 10 (Wyldeewood Homes, LLC, Owner; Tim Pike, Representative; and Helvey-Wagner Surveying, Inc., Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

D. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6255

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Duplex in an R-1 (One Family Residential) District/College Park Overlay District at 709 North Montgomery Street, being part of Lot 2, Block 3, Bond's 2nd Addition, containing 0.172 acres in the J.B. McAnair Survey, Abstract No. 763 (Zachary Divine, Owner; Austin Hoover, Prospective Buyer; and Preston Trail Land Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed \$2,000.00

D. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6256

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District in the 4700-4900 blocks of North Travis Street, being 3.081 acres in the Alexander & Richards Survey, Abstract No. 42 (Kohl Hitt, Owner; Young Enterprises, LP, Prospective Buyer; Daniel Worrell, Representative; and Helvey-Wagner Surveying, Surveyor)

D. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6257

Closing and Abandoning a Platted Alley located in Block 9 of the Mildred Heights Addition, Volume 191, Page 1, Deed Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, property being located in the City of Sherman, County of Grayson, State of Texas

D. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6258

Amending Chapter 3 of the Code of Ordinances, entitled "Building Regulations", Article 3.14, entitled "Permit, Development and Registration Fees", to add a New Section 3.14.009.01 to be entitled "Municipal Setting Designation Application Fee"



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 10.

Meeting Date: 10/07/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

E. 2. * RESOLUTION NO. 6539

Authorizing the Acceptance of Conveyance Documents from Artisan Development Company, Inc. for the Conveyance and Acquisition of 0.874 acres of Right of Way for Steeple Chase Drive, and 0.982 acres of adjacent property, totaling 1.856 acres of land, more or less, in the Elizabeth Jones Survey, Abstract No. 625, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, property being located in the City of Sherman, County of Grayson, State of Texas

E. 3. * RESOLUTION NO. 6540

Authorizing Execution of an Encroachment Easement to Lazy L Enterprises for the Installation of a Twenty Foot Wide Paved Access Drive within the Platted Public Alley running North and South Adjacent to the Boyer and Lucas Addition, Volume 120, Page 94, DRGCT, for Rear Entry Purposes for Lot Numbers 8-11 of said Boyer and Lucas Addition in the City of Sherman, Grayson County, Texas, as shown in Exhibit "A", attached hereto and made a part hereof for all purposes

E. 4. * RESOLUTION NO. 6541

Awarding a Bid to and Authorizing Execution of a Contract with Arco Contractors based on a Request for Proposals for Construction of an ADA Compliant Access Ramp Project at Lucy Kidd-Key Park/Auditorium

E. 5. * RESOLUTION NO. 6542

Authorizing the Purchase of a New T800 Kenworth Roll Off for the Solid Waste Department from MHC Kenworth, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

- E. 6. *** RESOLUTION NO. 6543**
Authorizing the Purchase of Self-Contained Breathing Apparatus for the Sherman Fire Department from Casco Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- E. 7. *** RESOLUTION NO. 6544**
Authorizing the Purchase of Personal Protective Equipment for the Sherman Fire Department from Casco Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)
- E. 8. *** RESOLUTION NO. 6545**
Authorizing the Purchase of a New T880 Kenworth Transfer Truck for the Solid Waste Department from MHC Kenworth, Inc. through Sourcewell
- E. 9. *** RESOLUTION NO. 6546**
Authorizing the Purchase of a New Caterpillar 305.5E CR Mini Excavator for the Stormwater Department from Holt Cat through Sourcewell
- E. 10. *** RESOLUTION NO. 6547**
Authorizing the Purchase on a New Caterpillar 299D CAB Skidsteer with MP Bucket Option and BP115C Broom Option for the Stormwater Department from Holt Cat through Sourcewell
- E. 11. *** RESOLUTION NO. 6548**
Authorizing the Purchase of a New Rovver X Portable Camera System for the Stormwater Department from Green Equipment Company through the Houston-Galveston Area Council of Governments (H-GAC)
- E. 12. *** RESOLUTION NO. 6549**
Approving the Continued Receipt of Bingo Prize Fee Funds as Required by House Bill 914, 86th Texas Legislature (H.B. 914)
- F. 1. *** REQUEST TO ADVERTISE**
Construction of the Munson Tract Wastewater Extension
- G. 2. *** OTHER BUSINESS**
Replat Approval of Underwood Addition, a Replat of Lots 8 & 9 of the Oaks of Norwood Addition, being 4.695 acres in the Fielding Bacon Survey, Abstract No. 120 and being all of Lots 8 and 9 of the Oaks of Norwood Addition; Our Leasing Company, LLC, Owners; and Underwood Drafting and Surveying, Surveyor (2201 and 2205 Norwood Street)
- G. 3. *** OTHER BUSINESS**
Repair and Rework the Dorchester 10 Trinity Well under an Emergency Designation
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 10/07/2019

Prepared By: Terrence Steele, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6538

Authorizing Execution of a Special Warranty Deed with Habitat for Humanity of Grayson County for the Conveyance of City-Owned Real Property located at 204 North Harrison Avenue, being Lot Ten (10) and the South One-Half (1/2) of Lot Nine (9) in Block 33 of College Park Addition, an Addition to the City of Sherman, Texas, as shown by Plat of Record in Volume 183, Page 281, Deed Records, Grayson County, Texas

Issue:

To consider the grant of a Special Warranty Deed to convey the City-owned real property located at 204 North Harrison Avenue to Habitat for Humanity of Grayson County

Background:

Habitat for Humanity is a global nonprofit housing organization working in nearly 1,400 communities across the United States and in approximately 70 countries around the world. HFHI was founded in 1976 by Millard Fuller along with his wife Linda. Since its founding in 1976, Habitat has helped more than 13.2 million people obtain a safer place to sleep at night. In fiscal year 2017, Habitat helped 3.5 million people improve their living conditions, and an additional 2.6 million now have the potential to do so, thanks to advocacy efforts and the information and training that Habitat provides.

Habitat for Humanity works in a number of different ways to create decent, affordable housing. In addition to new construction, Habitat also renovates existing homes in many communities, particularly in urban areas. Habitat for Humanity helps people repair and improve their own homes and neighborhoods. Habitat's Disaster Response works with local communities to address a variety of housing needs after natural disasters. Habitat's advocacy work raises awareness and support for decent and affordable housing around the world. Outside of North America, Habitat works with partner organizations to serve even more families through innovative financing methods. (<https://graysonhabitat.org/faqs/>)

Origination:

City Manager's Office

Financial Consideration:

The conveyance of this property to Habitat for Humanity of Grayson County would return it to the tax rolls and remove it from City maintenance.

Staff Recommendation:

It is recommended that the City Council authorize execution of a Special Warranty Deed to Habitat for Humanity of Grayson County for conveyance of the City-owned real property located at 204 North Harrison Avenue and being Lot Ten (10) and the South One-Half (1/2) of Lot Nine (9) in Block 33 of College Park Addition, an Addition to the City of Sherman, Texas, as shown by Plat of Record in Volume 183, Page 281, Deed Records, Grayson County, Texas.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6538
Special Warranty Deed
Property ID No. 161167
Aerial Location Map

RESOLUTION NO. 6538

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SPECIAL WARRANTY DEED WITH HABITAT FOR HUMANITY OF GRAYSON COUNTY FOR THE CONVEYANCE OF CITY-OWNED REAL PROPERTY LOCATED AT 204 NORTH HARRISON AVENUE, BEING LOT TEN (10) AND THE SOUTH ONE-HALF (1/2) OF LOT NINE (9) IN BLOCK 33 OF COLLEGE PARK ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 183, PAGE 281, DEED RECORDS, GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Special Warranty Deed with Habitat for Humanity of Grayson County for the conveyance of the City of Sherman's surplus real property located at 204 North Harrison Avenue, being Lot Ten (10) and the South One-Half (1/2) of Lot Nine (9) in Block 33 of College Park Addition, an Addition to the City of Sherman, Texas, as shown by Plat of Record in Volume 183, Page 281, Deed Records, Grayson County, Texas, in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

SPECIAL WARRANTY DEED

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

THAT THE CITY OF SHERMAN, TEXAS, a Texas municipality ("Grantor"), of Grayson County, Texas, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor, in hand paid by HABITAT FOR HUMANITY OF GRAYSON COUNTY (HABITAT) ("Grantee"), whose address is 901 North Grand Avenue, Sherman, Texas, the receipt and sufficiency of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does hereby **GRANT, SELL** and **CONVEY** unto Grantee that certain tract or parcel of land located at 204 North Harrison Avenue, being Lot Ten (10) and the South One-Half (1/2) of Lot Nine (9) in Block 33 of College Park Addition, an Addition to the City of Sherman, Texas, as shown by Plat of Record in Volume 183, Page 281, Deed Records, Grayson County, Texas and being more particularly described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and hereditaments thereto in anywise belonging unto the said Grantee and its assigns.

And Grantor hereby binds itself, its successors and assigns to forever warrant and defend the rights and title to said premises unto the said Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument has been executed on this the _____ day of _____, 2019.

GRANTEE:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON, CITY MANAGER

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY, CITY ATTORNEY

Authorized by Resolution No. _____ dated
_____, 2019.

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

THIS INSTRUMENT was acknowledged before me on this the _____ day of _____, 2019, by **ROBBY HEFTON, CITY MANAGER OF THE CITY OF SHERMAN**, a Texas municipality, who, being by me duly sworn, acknowledged to me that having been first duly authorized by said municipality so to do, he executed the above and foregoing instrument in the capacity stated, on behalf of said municipality, and as its act and deed.

WITNESS MY HAND AND OFFICIAL SEAL on this the _____ day of _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Property ID: 161167 For Year 2019

Map



Property Details

Account	
Property ID:	161167
Legal Description:	COLLEGE PARK ADDN, BLOCK 33, LOT 10 & S 1/2 OF 9, .2720 AC
Geographic ID:	S032 2055181
Agent Code:	
Type:	Real
Location	
Address:	204 N HARRISON AVE SHERMAN, TX
Map ID:	S032
Neighborhood CD:	N
Owner	
Owner ID:	115342
Name:	CITY OF SHERMAN
Mailing Address:	220 W MULBERRY SHERMAN, TX 75092
% 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:	\$10,073
Agricultural Market Valuation:	\$0
Market Value:	\$10,073
Ag Use Value:	\$0
Appraised Value:	\$10,073
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$10,073

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	Estimated Tax	Freeze Ceiling
CAD	Central Appraisal District	0.000000	\$10,073	\$0	\$0.00	
CSH	City of Sherman	0.427300	\$10,073	\$0	\$0.00	
GRA	Grayson County	0.441810	\$10,073	\$0	\$0.00	
JRC	Jr College	0.171752	\$10,073	\$0	\$0.00	
SSH	Sherman School District	1.547300	\$10,073	\$0	\$0.00	

Total Tax Rate: 2.588162 Estimated Taxes With Exemptions: \$0.00 Estimated Taxes Without Exemptions: \$260.71

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RESID	Residential	0.272	11,850.00	75.00	158.00	\$10,073	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2020		N/A	N/A	N/A	N/A	N/A
2019		\$0	\$10,073	\$0	\$10,073	\$0
2018		\$0	\$10,073	\$0	\$10,073	\$0
2017		\$0	\$10,073	\$0	\$10,073	\$0
2016		\$0	\$10,073	\$0	\$10,073	\$0
2015		\$0	\$10,073	\$0	\$10,073	\$0
2014		\$0	\$10,073	\$0	\$10,073	\$0
2013		\$0	\$10,073	\$0	\$10,073	\$0
2012		\$0	\$10,073	\$0	\$10,073	\$0
2011		\$0	\$10,073	\$0	\$10,073	\$0

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
2/8/1999	QCD	QUIT CLAIM DEED	CARTER J B	CITY OF SHERMAN	2958	656	0
1/4/1973	SHRF	SHERIF SALE OR DEED	CAPPLEMAN R A	CARTER J B	1575	339	0
12/3/1929	WD	WARRANTY DEED		CAPPLEMAN R A	346	449	0

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.





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 2.

Meeting Date: 10/07/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6539**

Authorizing the Acceptance of Conveyance Documents from Artisan Development Company, Inc. for the Conveyance and Acquisition of 0.874 acres of Right of Way for Steeple Chase Drive, and 0.982 acres of adjacent property, totaling 1.856 acres of land, more or less, in the Elizabeth Jones Survey, Abstract No. 625, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, property being located in the City of Sherman, County of Grayson, State of Texas

Issue:

Authorizing the acquisition of property for Right of Way (ROW) purposes and adjacent property for Steeple Chase Drive in the City of Sherman, Texas

Background:

Acquisition of the 0.874 acres of ROW and 0.982 acres of adjacent property is necessary to continue Steeple Chase Drive to tie into adjacent developer planned subdivisions. The ROW and adjacent property are to be purchased from Artisan Development Company, Inc.

Origination:

Engineering Department

Financial Consideration:

The total acquisition costs of these portions of land is \$100,000.00 as well as any closing costs if closing costs are applied.

Staff Recommendation:

Staff recommends that the City Council approve the resolution to authorize the acquisition of the subject properties.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6539

Exhibit A for Resolution

Right of Way Dedication Deed with Exhibit

General Warranty Deed with Exhibit

Survey showing acreage

Aerial Location Map

RESOLUTION NO. 6539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF CONVEYANCE DOCUMENTS FROM ARTISAN DEVELOPMENT COMPANY, INC. FOR THE CONVEYANCE AND ACQUISITION OF 0.874 ACRES OF RIGHT OF WAY FOR STEEPLE CHASE DRIVE, AND 0.982 ACRES OF ADJACENT PROPERTY, TOTALING 1.856 ACRES OF LAND, MORE OR LESS, IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, PROPERTY BEING LOCATED IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to accept Conveyance Documents from Artisan Development Company, Inc. for the conveyance and acquisition of 0.874 acres of right of way for Steeple Chase Drive, and 0.982 acres of adjacent property, totaling 1.856 acres of land, more or less, in the Elizabeth Jones Survey, Abstract No. 625, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, property being located in the City of Sherman, County of Grayson, State of Texas.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

EXHIBIT "A"

**** PROPERTY DESCRIPTION ****

PROPOSED STEEPLECHASE DRIVE **RIGHT-OF-WAY EXTENSION**

All that certain tract or parcel of land situated in the Elizabeth Jones Survey, Abstract Number 625, City of Sherman, County of Grayson, State of Texas, said tract being part of a called 155.036 acre tract as described in Deed to Walter H. Deronde et ux, Mary T. Deronde, filed 16 October 2006, and Recorded in Volume 4134 Page 565 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

Beginning for the northwest corner of the tract being described herein at a found ½ inch Steel Square Tubing, said tubing being in the north right-of-way line of Steeplechase Drive and being the southeast corner of Lot 2, Block W, Estates of Pebblebrook Phase I Addition, recorded in Volume 21, Page 46, of the Plat Records of the County of Grayson, State of Texas;

Thence: a distance of 234.22 feet along a curve to the left whose radius is 470.00' and whose chord bears North 76 degrees 34 minutes 50 seconds East and whose length is 231.80 feet to a set ½ inch Steel Square Tubing for a corner of this tract;

Thence: North 63 degrees 45 minutes 38 seconds East, a distance of 196.75 feet to a set ½ inch Steel Square Tubing for a corner this tract, and the start of a curve to the right whose radius is 425.00 feet, chord bearing on North 74 degrees 21 minutes 37 seconds East, a chord distance of 177.54 feet;

Thence: With said curve to the right, an Arc Length of 178.85 feet to a set ½ inch steel square tubing for the end on said curve;

Thence: North 86 degrees 24 minutes 58 seconds East, a distance of 78.12 feet to a set ½ inch Steel Square Tubing for a corner this tract, and the start of a curve to the left whose radius is 370.00 feet, chord bearing on South 1 degrees 34 minutes 17 seconds East, a chord distance of 29.82 feet;

Thence: With said curve to the left, an Arc Length of 29.84 feet to a set ½ inch steel square tubing for the end on said curve;

Thence: South 3 degrees 34 minutes 46 seconds East, a distance of 20.18 feet to a set ½ inch Steel Square Tubing for a corner this tract,

Thence: South 86 degrees 24 minutes 58 seconds West, a distance of 77.07 feet to a set ½ inch Steel Square Tubing for a corner this tract, and the start of a curve to the left whose radius is 375.00 feet, chord bearing on South 74 degrees 21 minutes 37 seconds West, a chord distance of 156.65 feet;

Thence: With said curve to the left, an Arc Length of 157.81 feet to a set $\frac{1}{2}$ inch steel square tubing for the end on said curve;

Thence: South 60 degrees 50 minutes 53 seconds West, a distance of 196.75 feet to a set $\frac{1}{2}$ inch Steel Square Tubing for a corner this tract, and the start of a curve to the right whose radius is 530.00 feet, chord bearing on South 76 degrees 34 minutes 50 seconds West, a chord distance of 261.39 feet;

Thence: With said curve to the right, an Arc Length of 264.12` feet to a found $\frac{1}{2}$ inch steel square tubing for the end on said curve;

Thence: North 0 degrees 51 minutes 25 seconds East, a distance of 60.00 feet to the POINT OF BEGINNING and containing 0.874 acres of land.

*** * PROPERTY DESCRIPTION * ***

All that certain tract or parcel of land situated in the Elizabeth Jones Survey, Abstract Number 625, City of Sherman, County of Grayson, State of Texas, said tract being part of a called 155.036 acre tract as described in Deed to Walter H. DeRonde et ux, Mary T. DeRonde, filed 16 October 2006, and Recorded in Volume 4134 Page 565 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

Beginning for the west corner of the tract being described herein at a found ½ inch Steel Square Tubing, said tubing being the southeast corner of Steeple Chase Drive as shown on Plat filed 17 January 2011, and Recorded in Volume 21 Page 46 of the Plat Records of Grayson County, Texas, and on the north line of a tract as described in Deed to The Sherman ISD, filed 12 May 2017, and Recorded at Clerk's File Number 2017010143 Deed Records, said tubing being the start of a curve to the left whose radius is 530.00 feet chord bearing of North 76 degrees 34 minutes 50 seconds east, a distance 261.39 feet;

Thence: With said curve to the left and the south ROW line of Proposed Steeple Chase Drive Extension, and Arc Length of 264.11 to the end of said curve;

Thence: North 60 degrees 50 minutes 53 seconds East, and with the south ROW line of Proposed Steeple Chase Drive Extension, a distance of 196.75 feet for a corner and the start of a curve to the right whose radius is 375.00 feet, chord bearing of north 74 degrees 21 minutes 37 seconds east, a distance of 156.65 feet;

Thence: With said curve to the right and the south ROW line of Proposed Steeple Chase Drive Extension, and Arc Length of 157.81 to the end of said curve;

Thence: North 86 degrees 24 minutes 58 seconds East, and with the south ROW line of Proposed Steeple Chase Drive Extension, a distance of 77.07 feet for a corner;

Thence: South 03 degrees 17 minutes 17 seconds East, a distance of 119.98 feet for a corner on the north line of said SISD tract;

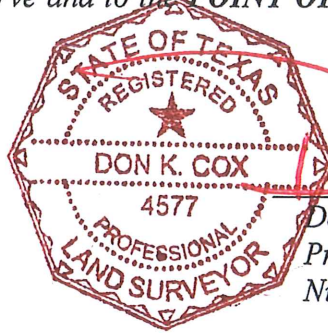
Thence: South 86 degrees 25 minutes 27 seconds West, and with the north line of said SISD tract, a distance of 77.06 feet for a corner and the start of a curve to the left whose radius is 570.00 feet, chord bearing of South 82 degrees 41 minutes 12 seconds west, a distance of 74.24 feet;

Thence: With said curve to the left an Arc Length of 74.29 to the end of said curve;;

Thence: South 78 degrees 57 minutes 11 seconds West, with the north line of said SISD tract, a distance of 212.64 feet for a corner and the start of a curve to the right whose radius is 1530.17 feet, chord bearing of south 84 degrees 32 minutes 53 seconds West, a distance of 302.86 feet;

*Thence: With said curve to the right and the north line of said SISD tract, and Arc Length of 303.36 to the end of said curve and to the **POINT OF BEGINNING** and containing 0.982 of an Acre of land.*

01 August 2019



Don K. Cox, Texas Registered
Professional Land Surveyor
Number 4577

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

RIGHT-OF-WAY DEDICATION DEED

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

That **ARTISAN DEVELOPMENT COMPANY, INC.** ("Grantor"), a Texas corporation, whose address is 3928 Maggie's Meadow, Denton, TX 76210-3235, for and in consideration of the sum of TEN DOLLARS AND NO CENTS (\$10.00) and other good and valuable consideration in hand paid by the **CITY OF SHERMAN, TEXAS**, ("Grantee"), whose mailing address is P.O. Box 1106, Sherman, Texas 75091, the receipt and sufficiency of which consideration is hereby acknowledged, has DEDICATED, GRANTED, SOLD AND CONVEYED, and by these presents does DEDICATE, GRANT, SELL AND CONVEY unto Grantee as right of way for public street and utility purposes, including the right of ingress and egress, and regress therein, and easements to construct, maintain, public streets and utilities, or any other public purpose authorized by Local Government Code § 273.1 and deemed necessary by Grantee into and through all that certain real property ("Property") located in the County of Grayson, State of Texas, being 0.874 acres of land, more or less, in the Elizabeth Jones Survey, Abstract No. 625, and being more particularly described in Exhibit "A" attached hereto and for all purposes.

GRANTOR specifically reserves from this dedication all its rights, title and interest in all oil, gas and other minerals in and under the Property.

TO HAVE AND TO HOLD the above described property for said public street, utility, and other valid public purpose unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

SIGNED and effective this _____ day of _____, 2019.

ATTEST:

GRANTEE:
CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON SHELBY, CITY ATTORNEY

GRANTOR:

ARTISAN DEVELOPMENT COMPANY, INC.
BY: WALTER DERONDE, President

ACKNOWLEDGEMENT

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2019.

NOTARY PUBLIC, STATE OF TEXAS

Notary's commission expires: _____

AFTER RECORDING, RETURN TO
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

EXHIBIT "A"

**** PROPERTY DESCRIPTION ****

PROPOSED STEEPLECHASE DRIVE **RIGHT-OF-WAY EXTENSION**

All that certain tract or parcel of land situated in the Elizabeth Jones Survey, Abstract Number 625, City of Sherman, County of Grayson, State of Texas, said tract being part of a called 155.036 acre tract as described in Deed to Walter H. Deronde et ux, Mary T. Deronde, filed 16 October 2006, and Recorded in Volume 4134 Page 565 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

Beginning for the northwest corner of the tract being described herein at a found ½ inch Steel Square Tubing, said tubing being in the north right-of-way line of Steeplechase Drive and being the southeast corner of Lot 2, Block W, Estates of Pebblebrook Phase I Addition, recorded in Volume 21, Page 46, of the Plat Records of the County of Grayson, State of Texas;

Thence: a distance of 234.22 feet along a curve to the left whose radius is 470.00' and whose chord bears North 76 degrees 34 minutes 50 seconds East and whose length is 231.80 feet to a set ½ inch Steel Square Tubing for a corner of this tract;

Thence: North 63 degrees 45 minutes 38 seconds East, a distance of 196.75 feet to a set ½ inch Steel Square Tubing for a corner this tract, and the start of a curve to the right whose radius is 425.00 feet, chord bearing on North 74 degrees 21 minutes 37 seconds East, a chord distance of 177.54 feet;

Thence: With said curve to the right, an Arc Length of 178.85 feet to a set ½ inch steel square tubing for the end on said curve;

Thence: North 86 degrees 24 minutes 58 seconds East, a distance of 78.12 feet to a set ½ inch Steel Square Tubing for a corner this tract, and the start of a curve to the left whose radius is 370.00 feet, chord bearing on South 1 degrees 34 minutes 17 seconds East, a chord distance of 29.82 feet;

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Thence: South 86 degrees 24 minutes 58 seconds West, a distance of 77.07 feet to a set ½ inch Steel Square Tubing for a corner this tract, and the start of a curve to the left whose radius is 375.00 feet, chord bearing on South 74 degrees 21 minutes 37 seconds West, a chord distance of 156.65 feet;

Thence: With said curve to the left, an Arc Length of 157.81 feet to a set $\frac{1}{2}$ inch steel square tubing for the end on said curve;

Thence: South 60 degrees 50 minutes 53 seconds West, a distance of 196.75 feet to a set $\frac{1}{2}$ inch Steel Square Tubing for a corner this tract, and the start of a curve to the right whose radius is 530.00 feet, chord bearing on South 76 degrees 34 minutes 50 seconds West, a chord distance of 261.39 feet;

Thence: With said curve to the right, an Arc Length of 264.12` feet to a found $\frac{1}{2}$ inch steel square tubing for the end on said curve;

Thence: North 0 degrees 51 minutes 25 seconds East, a distance of 60.00 feet to the POINT OF BEGINNING and containing 0.874 acres of land.

General Warranty Deed

Date: October ____, 2019

Grantors: ARTISAN DEVELOPMENT COMPANY, INC.

Grantor's Mailing Address: 3928 Maggie's Meadow
Denton, TX 76210-3235

Grantee: City of Sherman, Texas

Grantee's Mailing Address: P.O. Box 1106
Sherman, TX 75091

Consideration: For and in consideration of Ten Dollars (\$10.00) and other valuable consideration by the **CITY OF SHERMAN**

Property: Being 0.982 acres of land, more or less, in the Elizabeth Jones Survey, Abstract No. 625, and being more particularly described in the attached Exhibit "A" attached hereto and made a part hereof for all purposes.

Exceptions to Conveyance and Warranty:

Grantor, for the Consideration expressed and subject to easements of record grants, sells and conveys to grantee the Property described in Exhibit "A", together with all singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever.

Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the easements of record.

GRANTOR:

ARTISAN DEVELOPMENT COMPANY, INC.

By: Walter DeRonde, President

ACKNOWLEDGEMENT

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2019.

NOTARY PUBLIC, STATE OF TEXAS

Notary's commission expires: _____

ATTEST:

GRANTEE:
CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON SHELBY, CITY ATTORNEY

EXHIBIT "A"

**** PROPERTY DESCRIPTION ****

All that certain tract or parcel of land situated in the Elizabeth Jones Survey, Abstract Number 625, City of Sherman, County of Grayson, State of Texas, said tract being part of a called 155.036 acre tract as described in Deed to Walter H. DeRonde et ux, Mary T. DeRonde, filed 16 October 2006, and Recorded in Volume 4134 Page 565 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

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Thence: With said curve to the left and the south ROW line of Proposed Steeple Chase Drive Extension, and Arc Length of 264.11 to the end of said curve;

Thence: North 60 degrees 50 minutes 53 seconds East, and with the south ROW line of Proposed Steeple Chase Drive Extension, a distance of 196.75 feet for a corner and the start of a curve to the right whose radius is 375.00 feet, chord bearing of north 74 degrees 21 minutes 37 seconds east, a distance of 156.65 feet;

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Thence: North 86 degrees 24 minutes 58 seconds East, and with the south ROW line of Proposed Steeple Chase Drive Extension, a distance of 77.07 feet for a corner;

Thence: South 03 degrees 17 minutes 17 seconds East, a distance of 119.98 feet for a corner on the north line of said SISD tract;

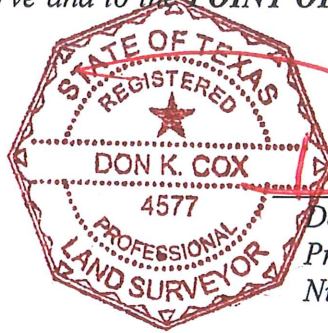
Thence: South 86 degrees 25 minutes 27 seconds West, and with the north line of said SISD tract, a distance of 77.06 feet for a corner and the start of a curve to the left whose radius is 570.00 feet, chord bearing of South 82 degrees 41 minutes 12 seconds west, a distance of 74.24 feet;

Thence: With said curve to the left an Arc Length of 74.29 to the end of said curve;;

Thence: South 78 degrees 57 minutes 11 seconds West, with the north line of said SISD tract, a distance of 212.64 feet for a corner and the start of a curve to the right whose radius is 1530.17 feet, chord bearing of south 84 degrees 32 minutes 53 seconds West, a distance of 302.86 feet;

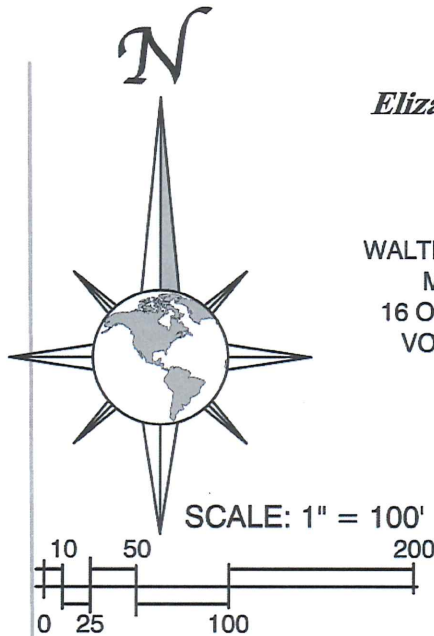
*Thence: With said curve to the right and the north line of said SISD tract, and Arc Length of 303.36 to the end of said curve and to the **POINT OF BEGINNING** and containing 0.982 of an Acre of land.*

01 August 2019



Don K. Cox, Texas Registered
Professional Land Surveyor
Number 4577

Lot 2, Block W
 STEEPLE CHASE FARMS SUMMIT
 08 FEB. 2011
 VOL. 4918 PG. 873 D.R.



Elizabeth Jones Survey Abst.No.625

Lot 2, Block W

WALTER H. DERONDE ET UX,
 MARY T. DERONDE
 16 OCT. 2006 (155.036 ac.)
 VOL. 4134 PG. 565 D.R.

Walter H. DeRonde
 17 April 2002 (46.022 Ac.)
 Vol. 3236 Pg. 136 D.R.

P.O.B

N 00°51'25" E
 60.00'

FIP
 FIP

C1

C6

SIP

SIP

N 63°45'38" E 196.75'

S 60°50'53" W 196.75'

0.982 Acres

S 85°49'01" E 50.00'
 N 45°01'17" E 14.54'
 N 86°24'58" E 17.84'

SIP

SIP

S 46°31'7" E 13.37'

N 85°26'57" E 13.41'

S 04°33'03" E 50.00'

FUTURE ROW

S 85°26'57" W 25.30'

S 86°24'58" W 77.07'

**GE
ES**

GREG EDWARDS ENGINEERING SERVICES, INC.

GREG EDWARDS, P.E.

1621 AMANDA CT., PONDER, TX 76259

P.940.482.2907

F.940.482.8128

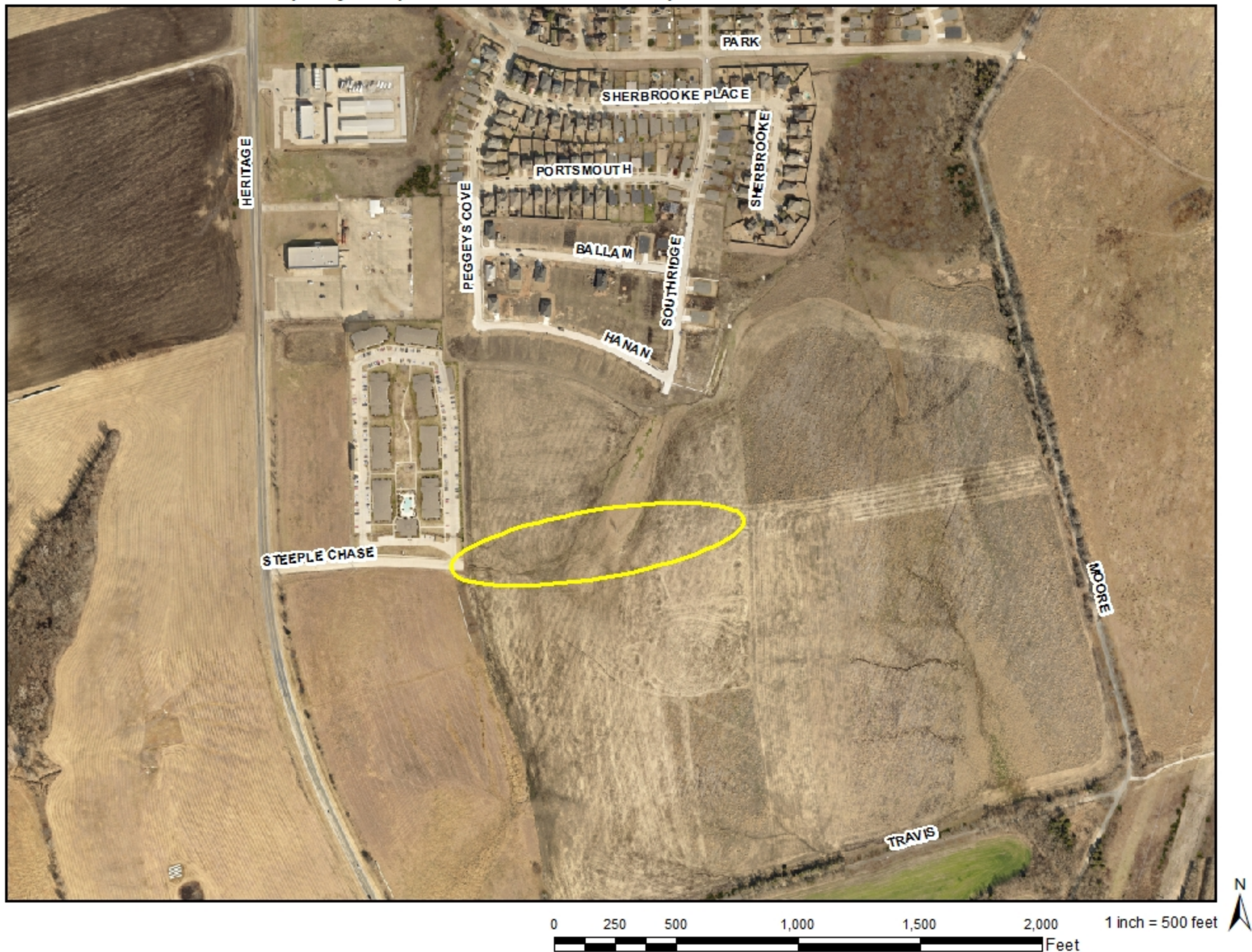
www.gees.us

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	28°33'10"	470.00'	234.22'	119.59'	N 76°34'50" E	231.80'
C2	24°6'43"	425.00'	178.85'	90.77'	N 74°21'37" E	177.54'
C3	2°38'50"	420.00'	19.41'	9.70'	N 02°51'34" E	19.40'
C4	1°53'42"	370.00'	12.24'	6.12'	S 03°14'08" W	12.24'
C5	24°6'43"	375.00'	157.81'	80.09'	S 74°21'37" W	156.65'
C6	28°33'10"	530.00'	264.12'	134.86'	S 76°34'50" W	261.39'

"engineering where you live"

Property Acquisition for future Steeplechase Drive Extension





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 3.

Meeting Date: 10/07/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6540**

Authorizing Execution of an Encroachment Easement to Lazy L Enterprises for the Installation of a Twenty Foot Wide Paved Access Drive within the Platted Public Alley running North and South Adjacent to the Boyer and Lucas Addition, Volume 120, Page 94, DRGCT, for Rear Entry Purposes for Lot Numbers 8-11 of said Boyer and Lucas Addition in the City of Sherman, Grayson County, Texas, as shown in Exhibit "A", attached hereto and made a part hereof for all purposes

Issue:

To consider granting an encroachment easement into the platted public alley running North and South adjacent to the Boyer and Lucas Addition in Sherman, Texas

Background:

On July 16, 2019, the Planning & Zoning Commission approved a Specific Use Permit and Site Plan for single-story patio homes on four lots. The approved site plan consists of rear entry parking on all lots. The Developer has agreed to create a twenty foot wide paved access drive within the platted public alley and maintain as needed in order to provide rear entry to said lots. As the twenty foot wide paved access drive lies within the platted public alley, an Encroachment Agreement is required.

Origination:

Developer and Engineering Department

Financial Consideration:

Installation and maintenance of the twenty foot wide paved access drive will be the financial responsibility of the Developer and any successors and/or assigns.

Staff Recommendation:

City staff has no objections to the proposed encroachment; and it is recommended that the encroachment be granted.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6540

Encroachment Easement

Exhibit A as noted in both documents

Boyers & Lucas Addition Plat

Aerial Location Map

RESOLUTION NO. 6540

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO LAZY L ENTERPRISES FOR THE INSTALLATION OF A TWENTY FOOT WIDE PAVED ACCESS DRIVE WITHIN THE PLATTED PUBLIC ALLEY RUNNING NORTH AND SOUTH ADJACENT TO THE BOYER AND LUCAS ADDITION, VOLUME 120, PAGE 94, DRGCT, FOR REAR ENTRY PURPOSES FOR LOT NUMBERS 8-11 OF SAID BOYER AND LUCAS ADDITION IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS SHOWN IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment easement to Lazy L Enterprises for the installation of a twenty foot wide paved access drive within the platted public alley running North and South adjacent to the Boyer and Lucas Addition, Volume 120, Page 94, DRGCT, for rear entry purposes for Lot Numbers 8-11 of said Boyer and Lucas Addition in the City of Sherman, Grayson County, Texas, as shown on the sketch marked Exhibit "A", attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

ENCROACHMENT EASEMENT

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

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR," in consideration of TEN DOLLARS AND NO CENTS (\$10.00) and other good and valuable consideration to it, in hand paid, hereby grants to **LAZY L ENTERPRISES** of Sherman, Texas, hereinafter called "GRANTEE," an encroachment easement to install a twenty foot wide paved access drive within the platted public alley running North and South adjacent to the Boyer and Lucas Addition, Volume 120, Page 94, DRGCT, for rear entry purposes for Lot Numbers 8-11 of said Boyer and Lucas Addition, Sherman, Texas, as shown on the sketch marked Exhibit "A," attached hereto and incorporated herein for all purposes. Said encroachment easement shall be inferior, subordinate, and subject to the GRANTOR'S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, its heirs, successors and assigns, for the exclusive purpose of installing a twenty foot wide paved access drive within the herein described encroachment area, as shown on the attached exhibit. GRANTEE agrees that all maintenance of the access drive shall be the responsibility of the GRANTEE without cost, fees or expense to GRANTOR.

That GRANTEE shall fully and completely indemnify and hold harmless the GRANTOR from any and all damages, actions, suits, claims, demands, liabilities, executions and judgments, whether liquidated or unliquidated, absolute or contingent, direct or indirect, at law or in equity, together with attorney fees which may occur in any manner by reason of any manner, fact, or thing arising from this conveyance and use of the area.

The GRANTEE agrees to and shall allow any and all franchised utilities to continue uninterrupted use of the encroachment area described herein for their operations without cost, fees, or expense.

In the event it becomes necessary for the GRANTOR or any public utility to utilize the encroachment area for the purpose of installing new utilities, removing or repairing any public utilities located therein, GRANTEE hereby releases GRANTOR and any public utility from any and all claims for damages. GRANTOR agree(s) to restore the access drive to its condition prior to any damage caused by its use of the encroachment area.

TO HAVE AND TO HOLD the above described encroachment easement unto the said GRANTEE, its heirs, successors and assigns, until the use of such encroachment is no longer necessary.

EXECUTED this the _____ day of _____, 2019.

Approved as to Form and Content:

CITY:

CITY OF SHERMAN, a Texas home-rule
municipal corporation

By: _____

Brandon Shelby,
City Attorney

BY: _____

Robby Hefton,
City Manager

Attest: _____

Linda Ashby,
City Clerk

STATE OF TEXAS §

§

COUNTY OF GRAYSON §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on
_____, 2019, by Robby Hefton, City Manager of the **CITY OF**
SHERMAN, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Printed Name of Notary: _____

My Commissions Expires: _____

BEING all of that certain tract or parcel of land situated in the J. B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being a variable width strip of land apparently reserved as an alley, located adjacent to the west line of the Boyer and Lucas Addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 120, Page 94, Deed Records of Grayson County, Texas, and adjacent to the easterly line of a called 70-foot by 160-foot tract of land described in the deed to Felix Boddie and wife, Edna Boddie, recorded in Volume 826, Page 330, said Deed Records, and being more particularly described as follows:

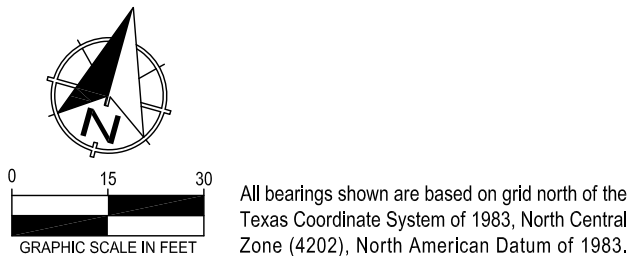
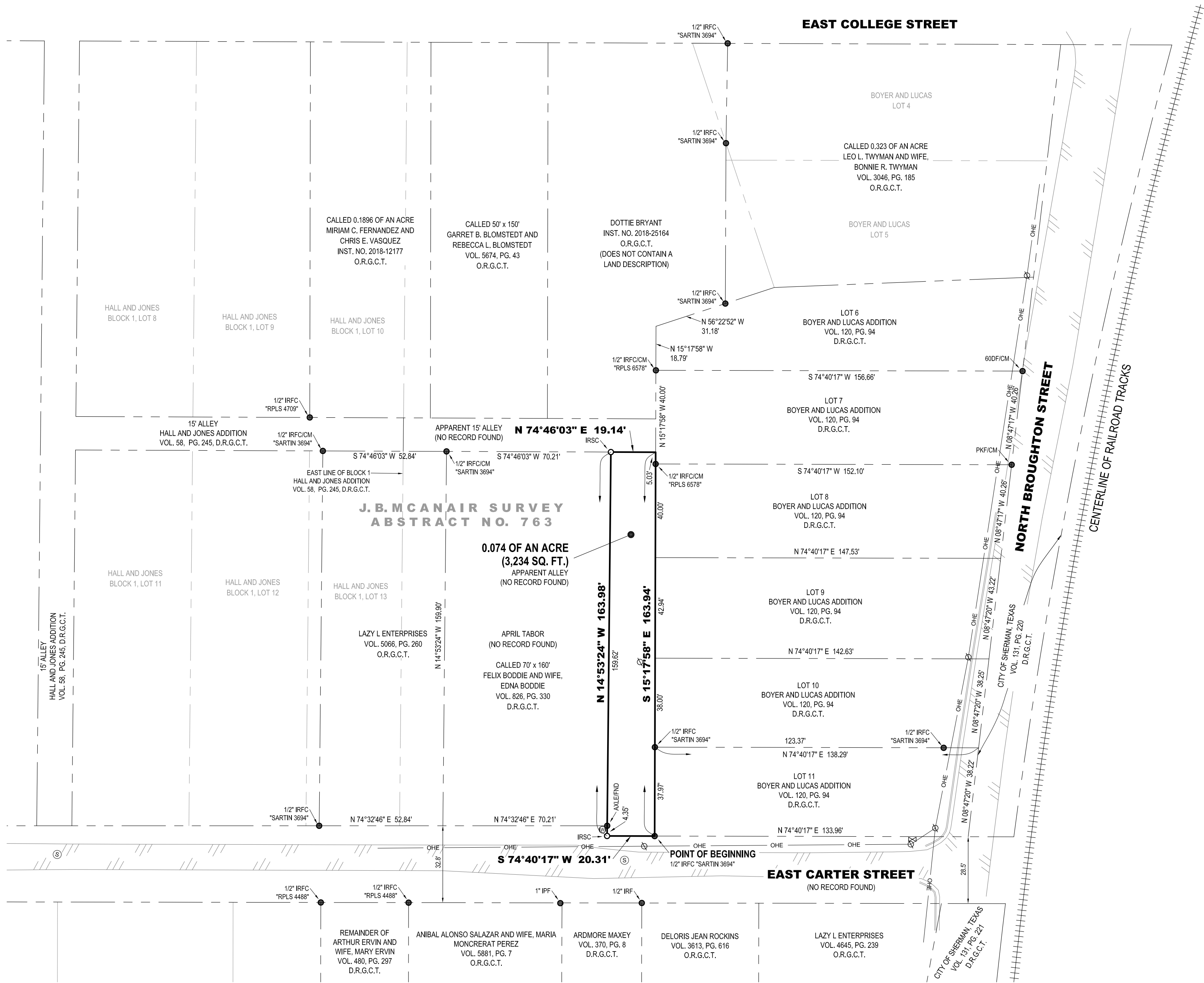
BEGINNING at a 1/2-inch iron rod with plastic cap stamped "SARTIN 3694" found for the southeast corner of the herein described tract of land, common to the southwest corner of Lot 11 in said Boyer and Lucas Addition, and on the monumented northerly line of East Carter Street (no record found);

THENCE South 74°40'17" West, with the northerly line of said East Carter Street, a distance of 20.31 feet to a 1/2-inch iron rod with plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the southwest corner of the herein described tract of land;

THENCE North 14°53'24" West, passing en route at a distance of 4.35 feet an axle found for the southeast corner of said 70-foot by 160-foot tract, and continuing on said course with the easterly line of said 70-foot by 160-foot tract, a total distance of 163.98 feet to a 1/2-inch iron rod with plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northwest corner of the herein described tract of land, common to the northeast corner of said 70-foot by 160-foot tract, and from which a 1/2-inch iron rod with plastic cap stamped "SARTIN 3694" found for the northwest corner of said 70-foot by 160-foot tract bears South 74°46'03" West, a distance of 70.21 feet;

THENCE North 74°46'03" East, a distance of 19.14 feet to a point for the northeast corner of the herein described tract of land, and on the westerly line of aforesaid Boyer and Lucas Addition;

THENCE South 15°17'58" East, with the westerly line of said Boyer and Lucas Addition, passing en route at a distance of 5.03 feet a 1/2-inch iron rod with plastic cap stamped "RPLS 6578" found for the northwest corner of Lot 8 in said Boyer and Lucas Addition, and continuing on said course and passing en route at a distance of 125.97 feet a 1/2-inch iron rod with plastic cap stamped "SARTIN 3694" found the northwest corner of aforesaid Lot 11, and continuing on said course a total distance of 163.94 feet to the POINT OF BEGINNING and enclosing 0.074 of an acre (3,234 square feet) of land, more or less.



LAND DESCRIPTION:

BEING all of that certain tract or parcel of land situated in the J. B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being a variable width strip of land apparently reserved as an alley, located adjacent to the west line of the Boyer and Lucas Addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 120, Page 94, Deed Records of Grayson County, Texas, and adjacent to the easterly line of a called 70-foot by 160-foot tract of land described in the deed to Felix Boddie and wife, Edna Boddie, recorded in Volume 826, Page 330, said Deed Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "SARTIN 3694" found for the southeast corner of the herein described tract of land, common to the southwest corner of Lot 11 in said Boyer and Lucas Addition, and on the monument northerly line of East Carter Street (no record found);

THENCE South 74°40'17" West, with the northerly line of said East Carter Street, a distance of 20.31 feet to a 1/2-inch iron rod with plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the southwest corner of the herein described tract of land;

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THENCE North 74°46'03" East, a distance of 19.14 feet to a point for the northeast corner of the herein described tract of land, and on the westerly line of aforesaid Boyer and Lucas Addition;

THENCE South 15°17'58" East, with the westerly line of said Boyer and Lucas Addition, passing en route at a distance of 5.03 feet a 1/2-inch iron rod with plastic cap stamped "RPLS 6578" found for the northwest corner of Lot 8 in said Boyer and Lucas Addition, and continuing on said course and passing en route at a distance of 125.97 feet a 1/2-inch iron rod with plastic cap stamped "SARTIN 3694" found the northwest corner of aforesaid Lot 11, and continuing on said course a total distance of 163.94 feet to the POINT OF BEGINNING and enclosing 0.074 of an acre (3,234 square feet) of land, more or less.

GENERAL NOTES:

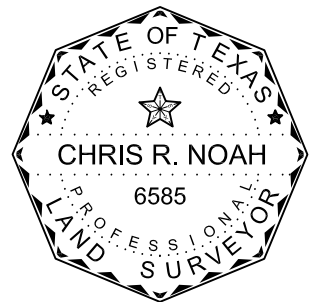
This survey was completed without the benefit of a title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRFC	IRON ROD FOUND W/PLASTIC CAP
60DF	60D NAIL FOUND
PKF	PK NAIL FOUND
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
CM	CONTROLLING MONUMENT
FND	FOUND
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
⊗	UTILITY/POWER POLE
Ⓢ	SANITARY SEWER MANHOLE
Ⓜ	WATER METER
⊕	WATER VALVE
—	BOUNDARY LINE
- - -	ADJOINER LINE
///	ASPHALT
— OHE —	OVERHEAD ELECTRIC/UTILITY

Certify to: City of Sherman, Texas;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 08/28/2019, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.



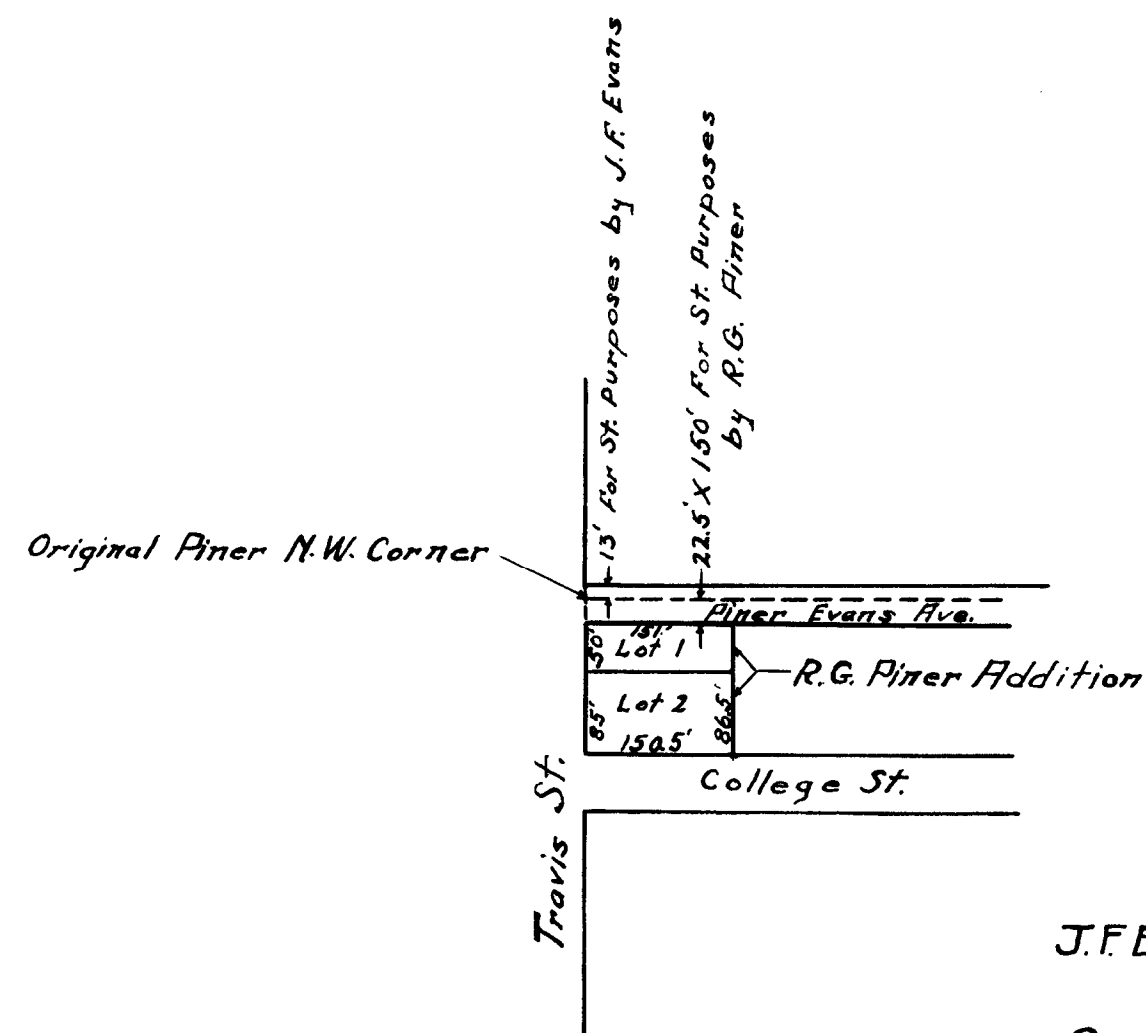
Chris R. Noah
Chris R. Noah, R.P.L.S. No. 6585

ALLEY EXHIBIT
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
0.074 OF AN ACRE
City of Sherman, Grayson County, Texas

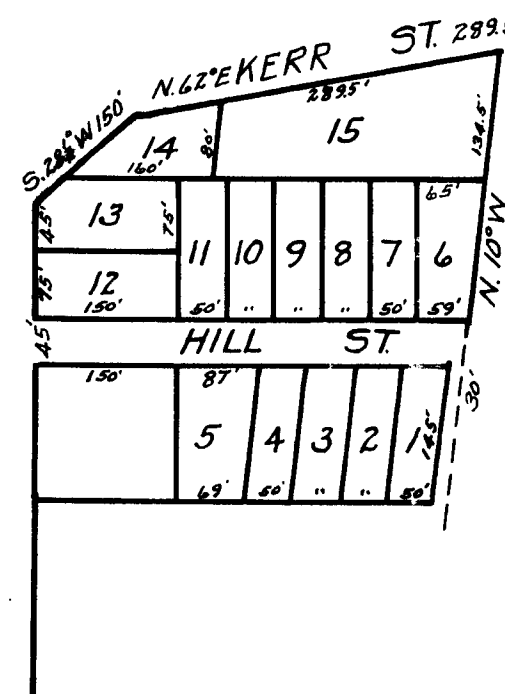


83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-766-6029

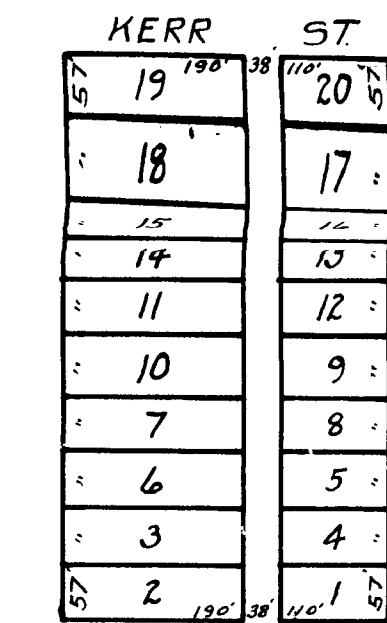
TBPLS Firm No. 10194175	Drawn by: CRN Checked by: BNH	Scale: 1"=30' Date: 08/30/2019	Project No. 19-0380 Sheet No. 1 of 1
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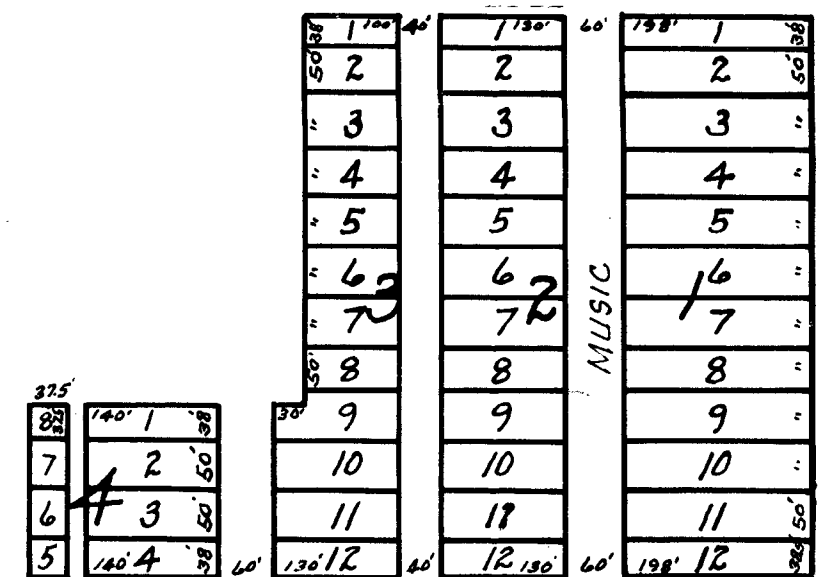
J.F. EVAN'S ADDITION
TO
CITY OF SHERMAN
VOL. 166 PAGE 112



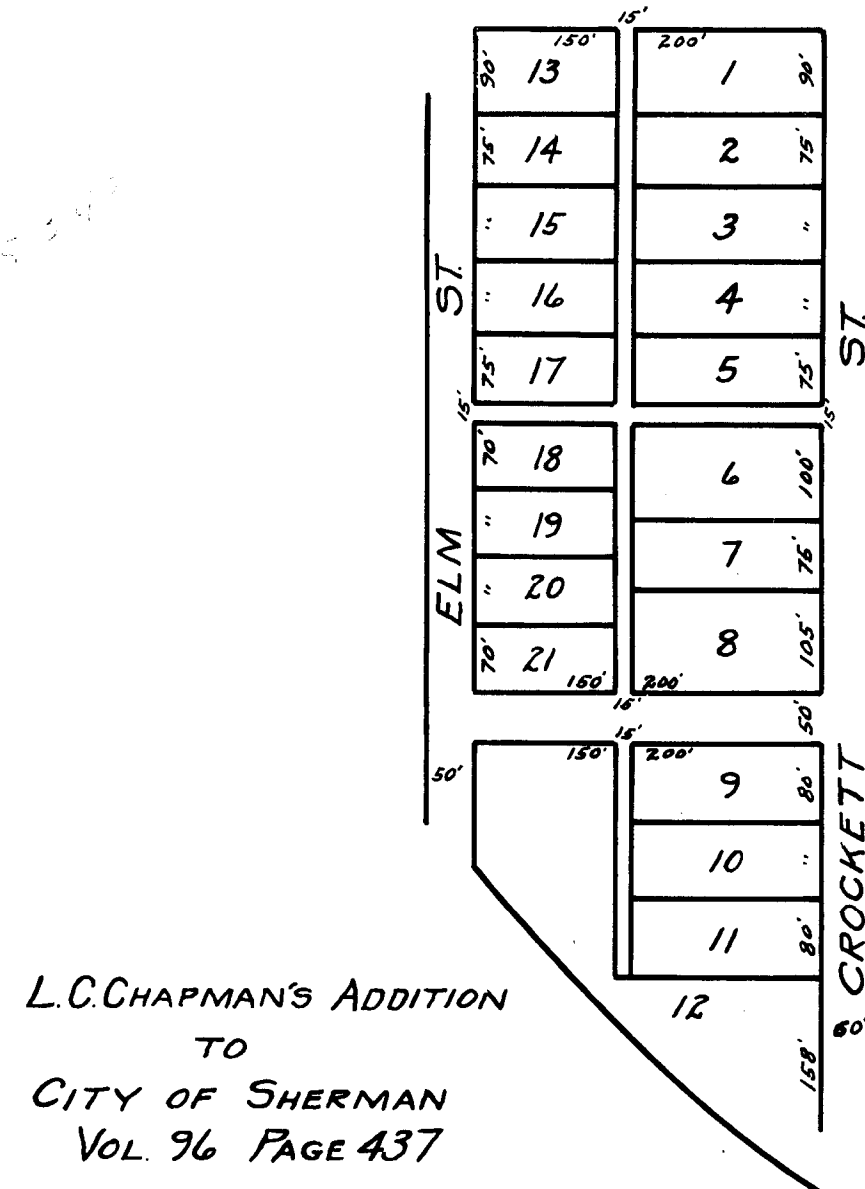
HALL & JONES ADD.
TO
CITY OF SHERMAN
VOL. 58 PAGE 245



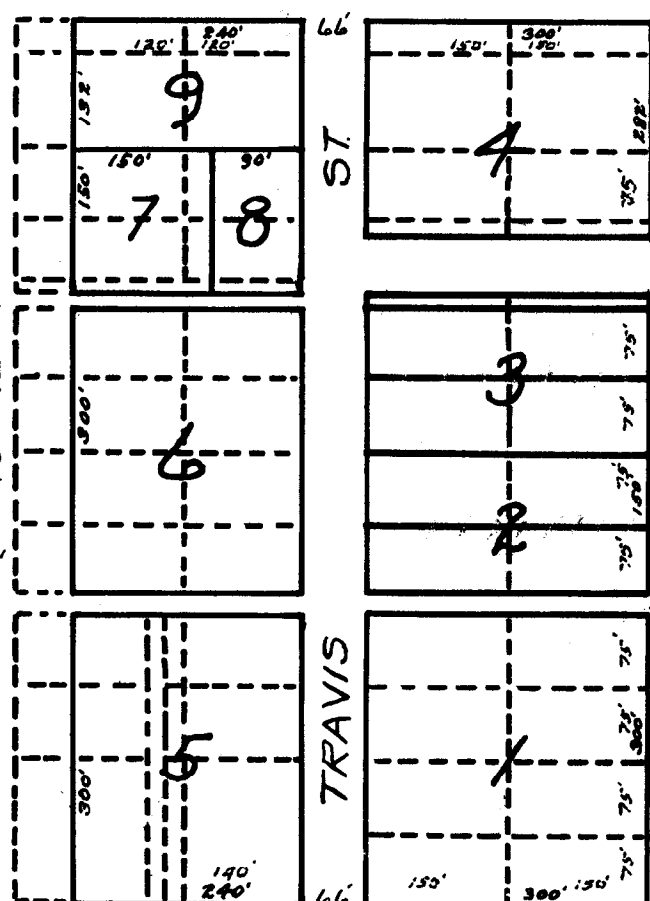
J.Q.A. CARTER'S ADDITION
TO
CITY OF SHERMAN
VOL. 35 PAGE 546



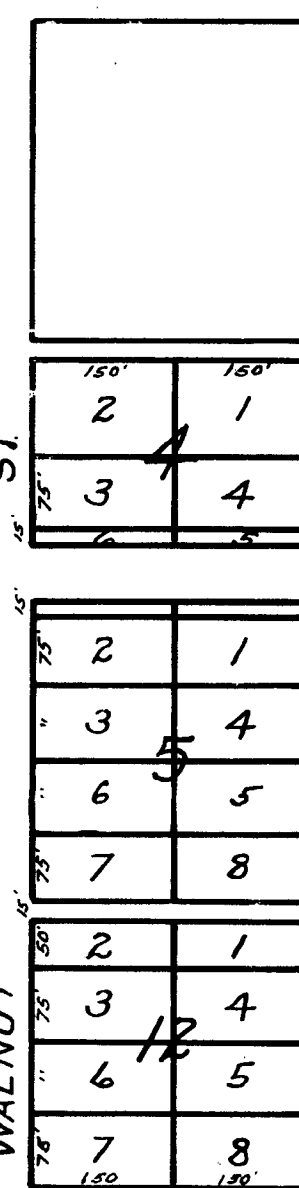
VEAL & ALFORD'S ADDITION
TO
CITY OF SHERMAN
VOL. 43 PAGE 200



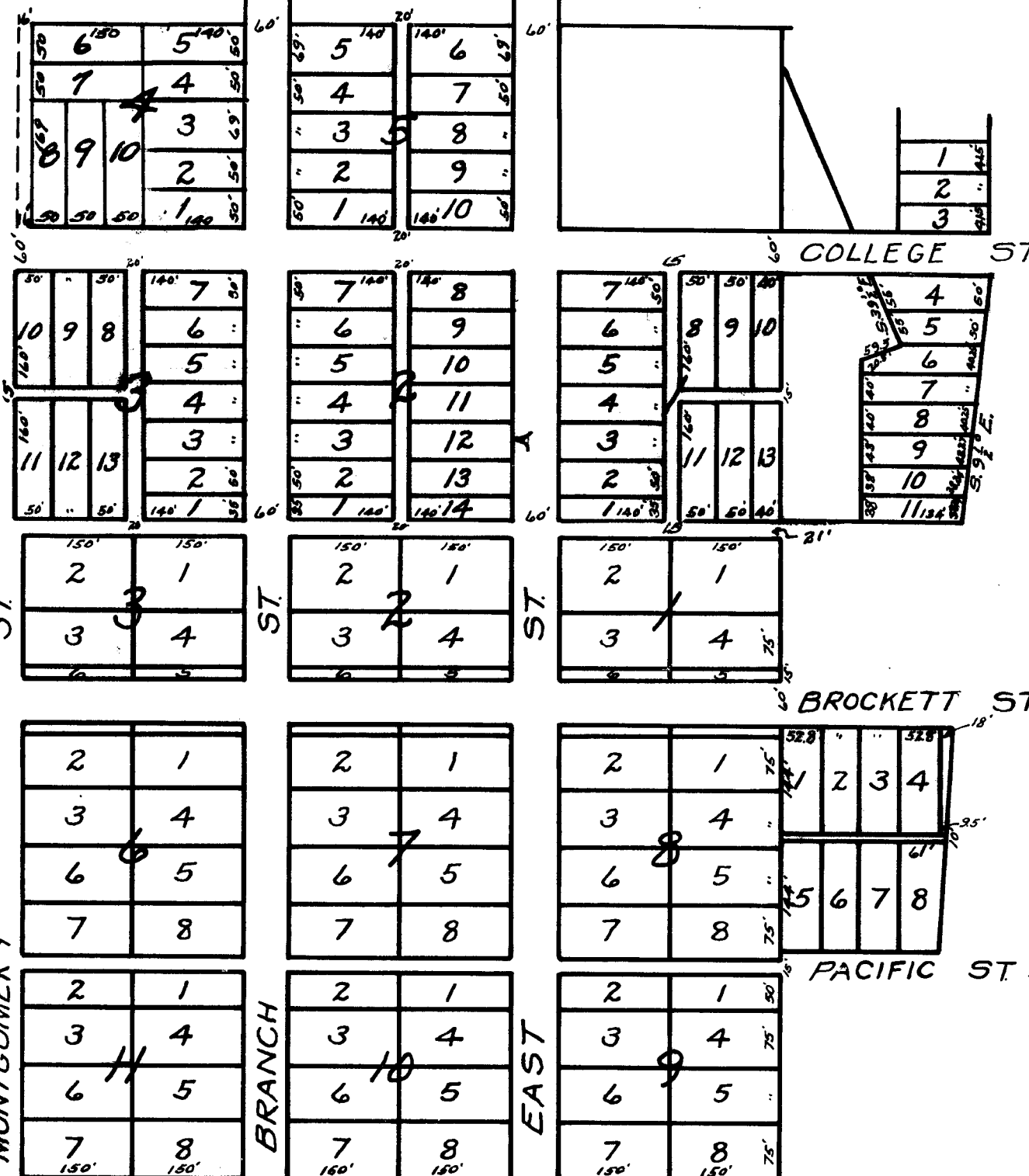
L.C. CHAPMAN'S ADDITION
TO
CITY OF SHERMAN
VOL. 96 PAGE 437



BOND'S 1ST ADDITION
TO
CITY OF SHERMAN
VOL. J PAGE 425



BOND'S 2ND ADDITION
TO
CITY OF SHERMAN
VOL. M PAGE 63



BOYER & LUCAS ADDITION
TO
CITY OF SHERMAN
VOL. 120 PAGE 94

W.S. McDUFFIE BLOCK
TO
CITY OF SHERMAN
VOL. 88 PAGE 543

Encroachment Easement



0 50 100 200 300 400 1 inch = 100 feet Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 4.

Meeting Date: 10/07/2019

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6541**

Awarding a Bid to and Authorizing Execution of a Contract with Arco Contractors based on a Request for Proposals for Construction of an ADA Compliant Access Ramp Project at Lucy Kidd-Key Park/Auditorium

Issue:

Awarding a bid for the ADA Compliant Access Ramp Project at Lucy Kidd-Key Park/Auditorium to Arco Contractors of Denison, Texas

Background:

At the July 1, 2019 meeting, the City Council approved a Request to Advertise for public bids for the Community Development Block Grant (CDBG) funded Kidd-Key Park ADA Access Ramp Construction Project. A request for bids was publicly advertised; and two (2) bids were received and opened on September 24, 2019, as noted in the attached bid tabulation. Arco Contractors of Denison, Texas was the lowest responsive bid, in the amount of \$62,834.00.

Origination:

Department of Finance - Community Development Block Grant (CDBG)

Financial Consideration:

The project will be funded through the CDBG for \$54,929.99, with an additional \$7,904.01 in local funds.

Staff Recommendation:

Staff recommends that the Kidd-Key Park ADA Access Ramp Construction Project be awarded to Arco Contractors of Denison, Texas. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6541

City of Sherman Standard Contract

Bid Tabulation

Site Plan

Aerial Location Map

RESOLUTION NO. 6541

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ARCO CONTRACTORS BASED ON A REQUEST FOR PROPOSALS FOR CONSTRUCTION OF AN ADA COMPLIANT ACCESS RAMP PROJECT AT LUCY KIDD-KEY PARK/AUDITORIUM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Arco Contractors of Denison, Texas, is hereby awarded the City of Sherman's contract for the ADA Compliant Access Ramp Project at Lucy Kidd-Key Park/Auditorium in accordance with all bid documentation attached hereto and incorporated herein for all purposes.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with Arco Contractors for the ADA Compliant Access Ramp Project at Lucy Kidd-Key Park/Auditorium, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



**CITY OF SHERMAN
STANDARD CONTRACT**

This Agreement is made by and between the City of Sherman, Texas, a home-rule municipality, hereinafter referred to as "Buyer", and the hereinafter named SELLER, referred to as the "Seller," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

Name

Address

City, State, Zip

Telephone

Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

[CHECK ONE:]

 X This contract is a "fixed price – fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified herein below. This date is a material term and condition of the Contract and, in connection with the delivery date, time is and shall be of the essence.

Estimated Date of Delivery

OR

_____ This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer.

DURATION: NOT APPLICABLE TO THIS BID

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice. Mail to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
11. **WARRANTY – PRICE:**

- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.
14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall

be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.

19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS,

OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
30. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

FEDERAL RULES AND REGULATIONS

1. This Project is financed in whole or in part with assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to all applicable Federal laws and regulations. Contractor and its subcontractors must comply with all applicable HUD rules and regulations governing construction projects funded with Community Development Block Grant (CDBG) funds.

2. Prohibition of Use of Lead-Based Paint: Contractor agrees to comply with 24 CFR Part 35 adopted pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) and all applicable rules and orders issued by HUD thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

3. Compliance with Environmental Laws: Contractor agrees to comply with 24 CFR 570.604 (environmental standards), including compliance with the Clean Air Act, as amended (42, U.S.C. 1857 et. seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318 et seq.), including inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308; and the regulations and guidelines of the Environmental Protection Agency (EPA) governing the work provided under this Contract. Contractor stipulates that any facility to be utilized in the performance of this contract or subcontract is not identified on the List of Violating Facilities issued by the EPA. Contractor shall give prompt notice of any notification received from the EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

Contractor will include or cause to be included the criteria and requirements of this section (Compliance with Environmental Laws) in every subcontract and will take such action as the City may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this contract be utilized with respect to a facility which has given rise to a conviction under the Clean Air Act or the Federal Water Pollution Control Act.

4. Architectural Barriers Act and the Americans with Disabilities Act: Contractor shall comply with the following requirements as applicable to the Work performed under the Contract:

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

5. Inspections and Audits: At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, Contractor shall make available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Contract and will permit the City, HUD and/or representatives of the Comptroller General to inspect all work, audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

5.1 Reports, Records, and Data:

- a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- b. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing the nature of the charges in proper detail. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to the City.
- c. The contractor shall retain all reports, records, and data related to this Project for a period of at least four years in accordance with federal retention laws.

5.2 Subcontracting:

- a. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors concerning compliance with federal laws and HUD rules and regulations governing this Contract.
- b. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor for compliance with federal laws and HUD rules and regulations.
- c. Nothing contained in this contract shall create any contractual relations or privity of contract between any subcontractor and the City. Contractor agrees that subcontracts shall not contain pass-through provisions and any attempt to assign a pass-through right to a subcontractor shall be void and unenforceable.

- d. The Contractor will insert all provisions and forms required by HUD in all subcontracts, including a clause requiring subcontractors to include said provisions and forms in any lower tier subcontracts, as applicable.

6. Davis-Bacon Act & Copeland "Anti-Kickback" Act and Regulations: The Contractor and its subcontractors shall comply with the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, and the regulations of the Secretary of Labor (29 CFR, Part 3), including all reporting, posting, recordkeeping, payroll, and prevailing wage rate requirements for federally assisted construction projects, all of which are incorporated herein by reference.

7. Contract Work Hours and Safety Standards Act: Contractor and its subcontractors shall comply with the Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240), which applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. When applicable, the City may enforce violations under this Act, which include liquidated damages of at least \$10.00 per day per violation.

8. Employment and contracting opportunities: To the extent that they are otherwise applicable, Contractor and its subcontractors shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- (i) The Contractor will send to each labor organization, or representative of workers with which he has a collective bargaining agreement, or other worker's representative of its commitments under Section 3, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (ii) The Contractor will include the Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD.
- (iii) For the purpose of Section 3, the Section 3 area is defined as the corporate limits of the City of Sherman, Texas. The Contractor or any subcontractor shall attempt to recruit from the Section 3 area and the Section 3 project area, the maximum number of lower income residents through: local advertising media, signs placed at proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.

- (iv) When lower income resident workers apply, either on their own initiative or on referral from any source, the contractor and subcontractors shall determine the qualifications of such persons and shall employ such persons if their qualifications are satisfactory and the contractor or subcontractor has openings. If the contractor or subcontractor is unable to employ the workers, such persons shall be listed for the first available opening.
- (v) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, age, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed (and that employees are treated during employment) without regard to their race, religion, sex, age, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (vi) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, age, color, or national origin.
- (vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Contractor will include the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor.
- (ix) Noncompliance with HUD's regulation in 24 CFR Part 135 may result in sanction, terminations of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (x) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. section 450e) also applies to the work to be performed under this Contract. Section 7(b) required that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to

Indian organizations and Indian-owned Economic Enterprises, Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

9. Project Signs: If required under federal law or upon recommendation by HUD, the Contractor shall erect a sign at the project site identifying the project and indicating that the project is funded with Community Development Block Grant funding. The project sign shall be substantially in accordance with instructions provided by HUD, made from 3/4 inch plywood, placed in a prominent location, and maintained in good condition until completion of the project.

10. Debarment; Conflicts of Interest: Contractor represents and warrants that it will notify the City immediately if Contractor or any of its subcontractors are debarred or threatened with debarment by a federal department or agency in relation to any federally funded projects. Contractor shall ensure compliance with all federal, state, and local laws, rules, and regulations governing conflicts of interest.

EXECUTED this _____ day of _____, _____.

SELLER:

(Signature)

(Type/Print Name and Title/Position)

(Address)

(City,State,Zip)

CITY OF SHERMAN:

By: _____
Robby Hefton,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney

CITY OF SHERMAN

BID TABULATION

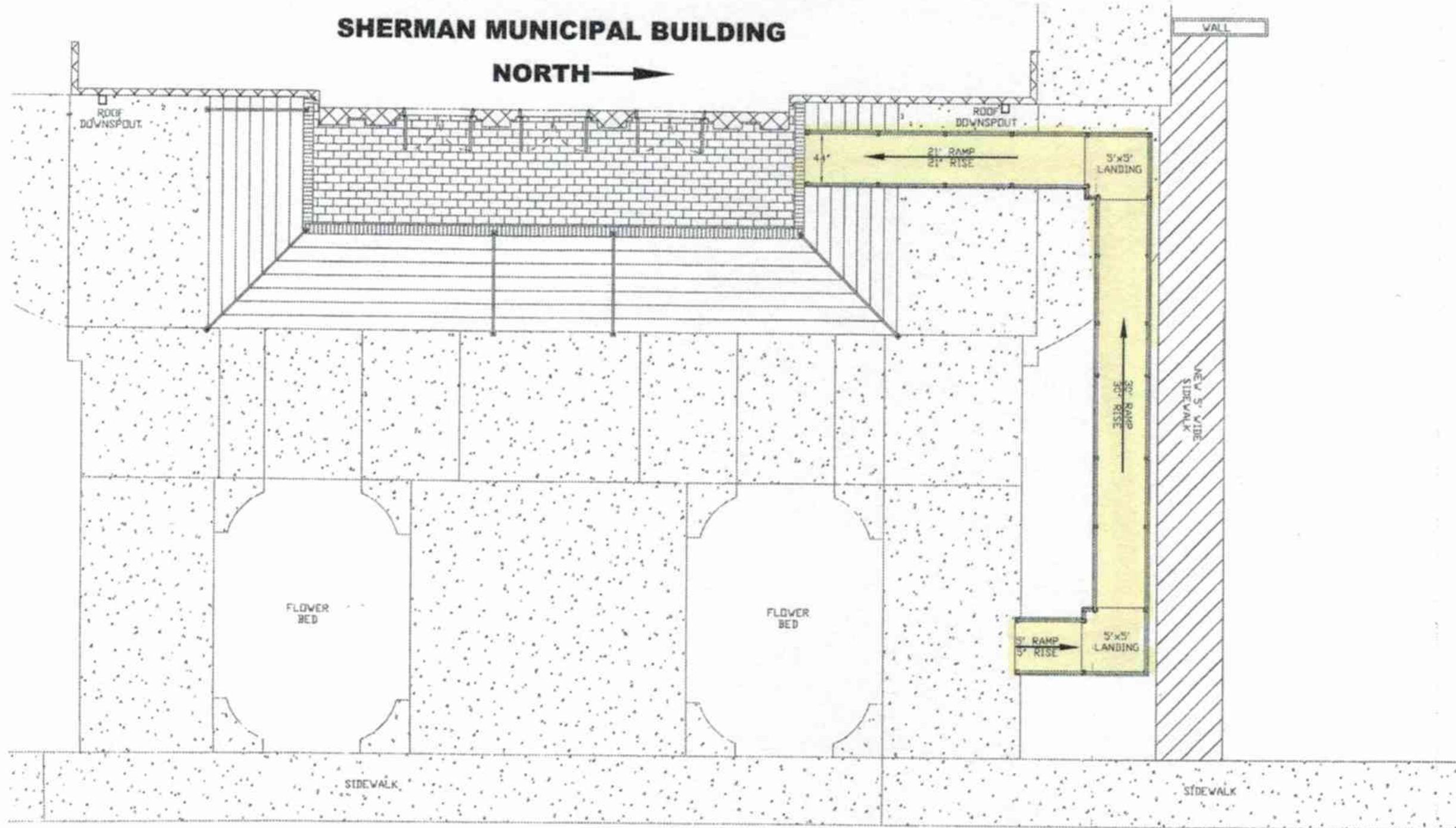
CDBG-Funded Kidd Key Park ADA Access Ramp Project - Invitation to Bid (ITB)

BID OPENING Tuesday, September 24, 2019; 2:00 PM

Vendor	Unit of Measure	TOTAL BID PRICE	NOTES
ARCO Contractors	Lump Sum	\$62,834	meets all specs
JP Higgins	Lump Sum	\$84,152	meets all specs

SHERMAN MUNICIPAL BUILDING

NORTH →



① GENERAL CONSTRUCTION PLAN

- EXISTING CONCRETE
- NEW CONCRETE SIDEWALK
- SAFETY RAILING

General Notes		
1 RAMP MUST BE 50' WIDE TO ACCOMMODATE RAILING AND STILL MAINTAIN 44' MINIMUM ADA COMPLIANT WIDTH		
2 ALL RAMP AND LANDINGS ARE TO BE CONCRETE WITH STEEL REINFORCEMENT		
3 THE TOTAL HEIGHT FOR THE RAMP FROM GROUND LEVEL IS APPROX 55' SUBJECT TO FIELD VERIFICATION		
4 A NEW 5' WIDE SIDEWALK WILL NEED TO BE POURED TO ALLOW FREE ACCESS TO THE NORTH SIDE ENTRANCE AND STEPS		
No.	Revision/Issue	Date
Firm Name and Address JERRY PAUL HIGGINS 111 SOUTH FRIENDSHIP RD SHERMAN TX, 75092		
Project Name and Address ADA COMPLIANT HANDICAP ACCESS RAMP CONSTRUCTION PLAN		
Prepared	Sheet	
Date		
Scale		



Lucky Stop



W Washington St

N Rusk St

Sherman Community Players



Mike Barnes - State Farm Insurance Agent



W Mulberry St

First United Methodist Church



First United Bank - Travis Street



W Mulberry St

N Crockett St

Sherman City Clerk



Sherman Municipal Ballroom



N Elm St

Lucy Kidd-Key Park

W Pecan St

N Crockett St

N Elm St

N Rusk St

75

75

58

N Sam Rayburn Fwy

N Sam Rayburn Fwy

Sherman Bearcat Stadium



Temple Beth Emeth Study



Jack & Jen Too



Fern St

N Hwy 75

Ey St



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 5.

Meeting Date: 10/07/2019

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6542**

Authorizing the Purchase of a New T800 Kenworth Roll Off for the Solid Waste Department from MHC Kenworth, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new T800 Kenworth Roll Off from the BuyBoard for use within the Solid Waste Department

Background:

The requested purchase is to replace Unit 639, a 2007 Mack.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new T800 Kenworth Roll Off will be purchased from MHC Kenworth, Inc. for \$187,505.04 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2019-2020 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new T800 Kenworth Roll Off through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6542

MHC Kenworth Quotation

BuyBoard Interlocal Agreement

RESOLUTION NO. 6542

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW T800 KENWORTH ROLL OFF FOR THE SOLID WASTE DEPARTMENT FROM MHC KENWORTH, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from MHC Kenworth, Inc., through the Texas Local Government Purchasing Cooperative (BuyBoard), a T800 Kenworth Roll Off for the Solid Waste Department at a total price of One Hundred Eighty-Seven Thousand Five Hundred Five Dollars and Four Cents (\$187,505.04). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2019-2020 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

Texas Local Government Purchasing Cooperative

		PRICING WORKSHEET	
Buying Agency: City of Sherman		Date Prepared: 9/20/2019	
Contract # 521-16			
Product Description: T800 Kenworth with Roll Off unit			
Contact Person: Earl Tucker		Item: Base Chassis Bid	\$ 84,718.53
B: Options		Option cost is 90% of MSRP	
X15 450HP Cummins	5,260.00	Switch & wiring for pto	298.00
Trans 4500RDS 6 speed	25,168.00	Adjustable column	462.00
Dana Driveline 1810 series	2,066.00	Link cabmate	721.00
Dana D2000 20K front axle	2,471.00	Dual moto heated mirrors	542.00
Front taper leaf springs 20K	1,220.00	Dual air hoirns	261.00
Dual power steering	1,407.00	Convex hood mirrors	374.00
Dana D46-172H 46K rear axle	3,340.00	fender well extensions	267.00
Differential lock	2,766.00	Front aluminum hub pilots 20K	649.00
Full frame insert	2,110.00	6S/6M Anti lock system	537.00
Front tire G296 MSA Goodyear	1,066.00	Polished wheels	414.00
Rear tires G751 MSA 11R22.5	1,260.00	Frame rails 10-5/8 x 31/2 5/16	578.00
Front wheel 88362 Alcoa 22.5x12.25	867.00	Polish fuel tank	472.00
Rear wheel Alcoa 11R22.5`	1,840.00	Polish DEF tank	329.00
Horton Fan Hub 2 speed`	436.00	Front tow hooks	251.00
Fuel cooler	220.00	Locate air dryer inside of frame	885.00
Power steering cooler	363.00	Square end of frame	240.00
Hendrickson Haulmaxx HMX460 46K	661.00	dash gauges	304.33
Spare rtires & wheels	3,713.01		
Subtotal Column 1:	\$ 56,234.01	Subtotal Column 2:	\$7,584.33
Total Options		\$63,818.34	
90% of MSRP applied		57,436.51	
CHASSIS WITH FACTORY OPTIONS		\$ 142,155.04	
TOTAL BODY PRICE	See attached body spec sheet	Body	\$44,950
Additional Options:		Included	
Buy Board Fee		400.00	
Transportation		Included	
DOT Inspection with Fire Extinguisher and Road Flare Kit		Included	
Each		TOTAL BUY BOARD PRICE	\$187,505.04
Please issue a purchase order to the Buy Board; the Buy Board will notify MHC Kenworth - Dallas, Texas			
Thank you,			
Earl Tucker			

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

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

GENERAL PROVISIONS

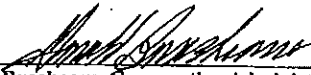
1. Authorization to Participate. Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. Bylaws. The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies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

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

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

TO BE COMPLETED BY THE COOPERATIVE:

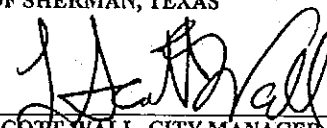
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: 
Gerald Brashears, Cooperative Administrator

Date: 7-15-02

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: 
L. SCOTT WALL, CITY MANAGER

Date: 5/28/2002

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 6.

Meeting Date: 10/07/2019

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6543**

Authorizing the Purchase of Self-Contained Breathing Apparatus for the Sherman Fire Department from Casco Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase 60 new Self-Contained Breathing Apparatus (SCBA) with accessories from the BuyBoard for use within the Sherman Fire Department.

Background:

The requested purchase is to replace current SCBAs that have, or will soon, reach end of life.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Sherman Fire Department

Financial Consideration:

The new SCBAs will be purchased from Casco Industries, Inc. for \$599,973.10 through the BuyBoard. Funding for this purchase was appropriated by encumbered funds in the amount of \$200,000.00 in the fiscal year (FY) 2018-2019 Sherman Fire Department budget and approximately \$400,000.00 appropriated in FY 2019-2020 Sherman Fire Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase 60 new SCBAs with associated accessories through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6543

Casco Industries Quote on SCBAs

BuyBoard Interlocal Agreement

RESOLUTION NO. 6543

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS FOR THE SHERMAN FIRE DEPARTMENT FROM CASCO INDUSTRIES, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Casco Industries, Inc., through the Texas Local Government Purchasing Cooperative (BuyBoard), 60 Self-Contained Breathing Apparatus (SCBA) for the Sherman Fire Department at a total price of Five Hundred Ninety-Nine Thousand Nine Hundred Seventy-Three Dollars and Ten Cents (\$599,973.10). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2019-2020 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



SERVING NORTH TEXAS

SHIP TO: CASCO

ATTN: JEFF
PHONE:
EMAIL:

[illegible]



HEADQUARTERS: SHREVEPORT, LA 71148-8007

SERVING NORTH TEXAS

SOLD TO: SHERMAN FD

SHIP TO: CASCO INDUSTRIES

1517 W CARRIER PKWY
GRAND PRAIRIE TX 75050

ATTN: CHIEF TOM BROWN

PHONE:

EMAIL: tom@cityofsherman.com

ATTN: JEFF HAYDEN

PHONE: 214-384-4549

EMAIL: jhayden@cascoindustries.com

CREDIT CARD:		BUY BOARD 524-17	DIST	CUST PO NUMBER		SALES REP	SALES REP REF #
NAME/EXP DATE						230	JH001
NUMBER/CODE/ZIP				TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#				30	ALLOW	10/2/2019	QUOTE
ITEM	LOC	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT
1		MSA G1 SCBA A-GIFS 444MA2C2LGR		51		\$ 6,190.80	\$ 315,730.80
		TIC,TELEMETRY,BUDDY BREATHING	\$ -			\$ -	\$ -
2		MSA G1 FACEPIECE A-G1FP FM1M4C1		132		\$ 267.34	\$ 35,288.88
			\$ -			\$ -	\$ -
							\$ -
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
4		MSA G1 3 FOOT TRANSFILL HOSE W POUCH		20		\$ 599.14	\$ 11,982.80
		10156468	\$ -			\$ -	\$ -
5		MSA TELEMETRY BASE STATION		1		\$ 1,706.56	\$ 1,706.56
		10072240	\$ -			\$ -	\$ -
6		MSA G1 RECHARGEABLE BATTERY STATION		8		\$ 594.75	\$ 4,758.00
		10158385	\$ -			\$ -	\$ -
7		MSA G1 QUICK CONNECT ADAPTER FOR FILL STATION		11		\$ 364.94	\$ 4,014.34
		10162403	\$ -			\$ -	\$ -
							\$ -
			\$ -			\$ -	\$ -
9		G1 CARE TOOL CUSTOM KIT		2		\$ 1,308.84	\$ 2,617.68
		10164940	\$ -			\$ -	\$ -
10		MSA G1 RFID TAGS		100		\$ 32.80	\$ 3,280.00
		10083875	\$ -			\$ -	\$ -
11		MSA G1 RFID READER WRITER		1		\$ 512.93	\$ 512.93
		10158407	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
12		GI RIT KIT 10165336		10		\$ 517.41	\$ 5,174.10
		G1 REGULATOR W\O ELECTRONICS QC FOR RESCUE AIRII	\$ -			\$ -	\$ -
		HOSE AND 2 QD TO CONVERT THE EXTEND AIRE I BLOCK	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
13		MSA RECHARGEABLE G1 BATTERY		60		\$ 238.58	\$ 14,314.80
14		MSA G1 APR ADAPTER 10144231-SP		9		\$ 63.89	\$ 575.01
			\$ -			\$ -	\$ -
ADDITIONAL COMMENTS BELOW			DIST TOTAL:			Subtotal	\$ 399,955.90
					ALLOW	Tax	\$ -
						Freight	\$ -
						TOTAL	\$ 399,955.90

"PROVIDING PROTECTION FOR THOSE WHO PROTECT US"

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

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

GENERAL PROVISIONS

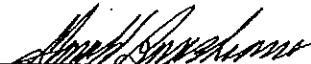
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

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

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

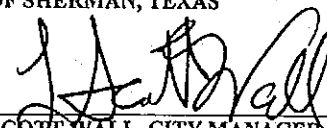
TO BE COMPLETED BY THE COOPERATIVE:

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 7.

Meeting Date: 10/07/2019

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6544**

Authorizing the Purchase of Personal Protective Equipment for the Sherman Fire Department from Casco Industries, Inc. through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase nineteen (19) sets of Personal Protective Equipment (PPE) from the BuyBoard for use within the Sherman Fire Department

Background:

The requested purchase is for nineteen (19) sets of new Personal Protective Equipment, consisting of jackets and pants.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Sherman Fire Department

Financial Consideration:

The new PPE will be purchased from Casco Industries, Inc. at a cost of \$2,786.82 per set, for a total cost of \$52,949.58, through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2019-2020 Sherman Fire Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase nineteen (19) sets of new PPE through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6544

Casco Industries Quote on PPE

BuyBoard Interlocal Agreement

RESOLUTION NO. 6544

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT FOR THE SHERMAN FIRE DEPARTMENT FROM CASCO INDUSTRIES, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Casco Industries, Inc., through the Texas Local Government Purchasing Cooperative (BuyBoard), nineteen (19) sets of Personal Protective Equipment for the Sherman Fire Department at a total price of Fifty-Two Thousand Nine Hundred Forty-Nine Dollars and Fifty-Eight Cents (\$52,949.58). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2019-2020 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



HEADQUARTERS: SHREVEPORT, LA 71148-8007

SERVING NORTH TEXAS

SOLD TO: SHERMAN FD

SHIP TO: CASCO

1517 W CARRIER PKWY
GP TX 75150

ATTN: CHIEF BROWN

ATTN: JEFF

PHONE:

PHONE:

EMAIL:

EMAIL:

CREDIT CARD:	BUY BOARD 524-17	DIST	CUST PO NUMBER		SALES REP ID	SALES REP #
NAME/EXP DATE					230	
NUMBER/CODE/ZIP			TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#			30	ALLOW	10/2/2019	QUOTE

ITEM	LOC	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT
1		GLOBE G-XTREME 3.0	\$ -	19		\$ 2,786.82	\$ 52,949.58
		13-10 PBI MAX=GOLD	\$ -			\$ -	\$ -
		N1 GLIDE ICEW\NOMEX NANO	\$ -			\$ -	\$ -
		CROSSTECH BLACK	\$ -			\$ -	\$ -
		NFPA VERT 3" TRIPLE TRIM SCOTCHLIT LIME YELLOW	\$ -			\$ -	\$ -
		STD 8C - Zipper In / Hook & Loop Out	\$ -			\$ -	\$ -
		2x8x8 Exp w/Fleece handwarmer (STD GX3)	\$ -			\$ -	\$ -
2		PANT	\$ -			\$ -	\$ -
		13-10 PBI MAX GOLD	\$ -			\$ -	\$ -
		N1 GLIDE ICE W/NOMEX NANO	\$ -			\$ -	\$ -
		G-CROSSTECH BLACK	\$ -			\$ -	\$ -
		ESCAPE BELT W LOOPS	\$ -			\$ -	\$ -
		SIDE POCKET 16P 2X10X10	\$ -			\$ -	\$ -
		CUFFS AND KNEES DRAGONHIDE	\$ -			\$ -	\$ -
		PADDING SILIZONE	\$ -			\$ -	\$ -
		SUSPENDERS H-BACK PADDED RIPCORDER BLACK	\$ -			\$ -	\$ -
		RIGHT POCKET 6 PACK TOOLS COMP	\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
		JACKET INCLUDES	\$ -			\$ -	\$ -
		FLASHLIGHT STRAP	\$ -			\$ -	\$ -
		RADIO POCKET	\$ -			\$ -	\$ -
		MIC STARP X2	\$ -			\$ -	\$ -
		WRISTERS W THUMB LOOP	\$ -			\$ -	\$ -
		CUFFS DRAGONHIDE	\$ -			\$ -	\$ -
		AMERICAN FLAG R SHOULDER	\$ -			\$ -	\$ -
		SANGER PATCH L SHOULDER	\$ -			\$ -	\$ -
		SFD BACK	\$ -			\$ -	\$ -
		FF NAME HANGING PLATE	\$ -			\$ -	\$ -

ADDITIONAL COMMENTS BELOW		DIST TOTAL: \$ 52,949.58		Subtotal	\$ 52,949.58
		ALLOW	Tax	\$ -	
			Freight	\$ -	
			TOTAL	\$ 52,949.58	

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

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

GENERAL PROVISIONS

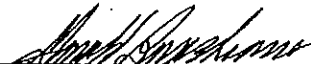
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable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

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

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

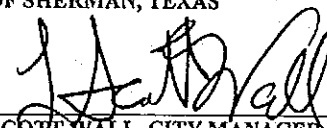
TO BE COMPLETED BY THE COOPERATIVE:

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

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 8.

Meeting Date: 10/07/2019

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6545**

Authorizing the Purchase of a New T880 Kenworth Transfer Truck for the Solid Waste Department from MHC Kenworth, Inc. through Sourcewell

Issue:

To consider approval of a resolution to purchase a new 2020 T880 Kenworth Transfer Truck from Sourcewell for use within the Solid Waste Department

Background:

The requested purchase is to replace Unit 630, a 2006 Mack Tractor.

Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Our rigorous process is continually refined to best meet member needs and allows us to offer exceptional products from nationally acclaimed vendors. Sourcewell was formerly the National Joint Powers Alliance.

Origination:

Department of Public Works

Financial Consideration:

The new 2020 T880 Kenworth Transfer Truck will be purchased from MHC Kenworth, Inc. for \$158,913.83 through Sourcewell. Funding for this purchase was appropriated in the fiscal year 2019-2020 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2020 T880 Kenworth Transfer Truck through Sourcewell.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6545

Kenworth Transfer Truck Quote

Sourcewell Official Certificate of Membership

RESOLUTION NO. 6545

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW T880 KENWORTH TRANSFER TRUCK FOR THE SOLID WASTE DEPARTMENT FROM MHC KENWORTH, INC. THROUGH SOURCEWELL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from MHC Kenworth, Inc., through Sourcewell, a T880 Kenworth Transfer Truck at a total price of One Hundred Fifty-Eight Thousand Nine Hundred Thirteen Dollars and Eighty-Three Cents (\$158,913.83). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2019-2020 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



NEW TRUCK ORDER

TEXAS KENWORTH CO ("Dealer")

doing business as: MHC KENWORTH - DALLAS

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

PURCHASER				ADDRESS			
City of Sherman				PO Box 1106			
BUSINESS PHONE	OTHER PHONE			CITY	STATE	ZIP CODE	COUNTY
903-892-7309	903-891-0255			Sherman	TX	75091-1106	GRAYSON
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE		SALESPERSON	
1	2020	KW	T880			EARL TUCKER	
STOCK NUMBER		COLOR		TO BE DELIVERED ON OR ABOUT		FINANCIAL SOURCE	
				12/30/2019		Cash	
SERIAL NUMBERS							
PRICE OF VEHICLE(s) W/O FET						\$158,185.20	

TRADE TERMS AGREEMENT APPLICABLE ☐ YES ☒ NO**NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.**

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			ADD F.E.T.	
YEAR	MAKE	MODEL	SUBTOTAL \$158,185.20	
			BUSINESS TAX	
SERIAL NUMBER	MILEAGE		SALES TAX	
			VIT TAX \$373.63	
BALANCE OWED TO	TRADE DIFFERENCE		DOCUMENTATION FEE \$295.00	
			REGISTRATION FEES \$60.00	
A DOCUMENTARY FEE IS NOT AN OFFICAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$50 (FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT). THIS NOTICE IS REQUIRED BY LAW.			TOTAL DELIVERED PRICE \$158,913.83	
			LESS: TRADE-IN ALLOWANCE	
			LESS: BALANCE OWED ON TRADE-IN	
			TRADE-IN EQUITY	
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER	
PURCHASER'S CERTIFICATION Purchaser and the person signing this Order on behalf of Purchaser hereby certify that: 1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral. 2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery. 3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.			CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)	
			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery \$158,913.83	
			READ ALL PAGES OF THIS ORDER THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER. THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER. THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF. ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE. ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.	

**THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT**

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

Used Vehicles: Dealer sells any used vehicle **AS IS** with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such trade-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in

vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will be governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.



Official
CERTIFICATE OF MEMBERSHIP

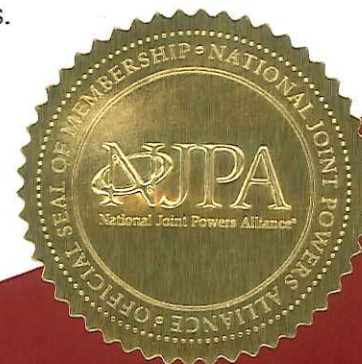
City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

A handwritten signature in black ink, appearing to read "Duff Erholtz", is written over a horizontal line.

Duff Erholtz, Membership Manager



Competitively Bid National Cooperative Contract Solutions



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 9.

Meeting Date: 10/07/2019

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6546**

Authorizing the Purchase of a New Caterpillar 305.5E CR Mini Excavator for the Stormwater Department from Holt Cat through Sourcewell

Issue:

To consider approval of a resolution to purchase a new Caterpillar Mini Excavator from Holt Cat through Sourcewell for use within the Stormwater Department

Background:

The requested purchase will be used for performing maintenance within the Stormwater Department.

Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Our rigorous process is continually refined to best meet member needs and allows us to offer exceptional products from nationally acclaimed vendors. Sourcewell was formerly the National Joint Powers Alliance.

Origination:

Department of Public Works

Financial Consideration:

The new Caterpillar 305.5E CR Mini Excavator will be purchased from Holt Cat for \$68,900 through Sourcewell. Funding for this purchase was appropriated in the fiscal year 2019-2020 Stormwater Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Caterpillar 305.5E CR Mini Excavator through Sourcewell.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6546

Caterpillar Mini Excavator Quote

Sourcewell Official Certificate of Membership

RESOLUTION NO. 6546

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CATERPILLAR 305.5E CR MINI EXCAVATOR FOR THE STORMWATER DEPARTMENT FROM HOLT CAT THROUGH SOURCEWELL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Holt Cat, through Sourcewell, a new Caterpillar 3-5/5E Mini Excavator for the Stormwater Department at a total price of Sixty-Eight Thousand Nine Hundred Dollars (\$68,900.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2019-2020 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



DATE: April 8, 2019
QUOTE #:236706-01

CITY OF SHERMAN

PO BOX 1106
SHERMAN, TEXAS 75091-1106

One (1) New Caterpillar Model: 305.5E CR Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	\$68,900
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Quote thru Sourcewell Contract 032515 – Member 45027

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
305.5E2 HEXMN CFG 3.1	546-5490
CONTROL PATTERN CHANGER	397-7126
ALARM, TRAVEL	419-4783
MIRROR, CAB, RIGHT	428-7870
SEAT FABRIC HIGH BACK SUSP	428-7874
BELT, SEAT, 3" RETRACTABLE	434-2092
COOLING, HIGH AMBIENT	452-5632
CAB W/ AIR CONDITIONER	456-2643
ELECTRICAL ARRANGEMENT	456-2679
STICK PKG LONG W/O 2ND AUX	463-9124
LINES, AUXILIARY, LONG STICK	379-4677
LINKAGE BUCKET W/ LIFTING EYE	397-7078
LINES, BUCKET, LONG STICK	415-5078
HYDRAULICS STD W/O 2ND AUX	463-8016
STICK, LONG, HEAVY DUTY	464-8574
LINES, BOOM and STICK	397-7086
TRACK, RUBBER BELT	436-2494
RADIO	432-2774
COUNTERWEIGHT, STANDARD	367-0949
BLADE, 78", ANGLE, BOLT-ON	463-8036
BATTERY, DISCONNECT	453-4770
PACK, DOMESTIC TRUCK	0P-0210
LIGHTS, STANDARD	512-5611

DESCRIPTION	REF.#
HOOD, REAR, SOLID	544-1872
COUPLER, PG, MAN.D.LOCK, 5T	444-7496
PINS, BUCKET 45MM	282-2785
BUCKET, 12", 2.1 CFT, HD	464-9907
BUCKET, 24", 4.6 CFT, HD	464-9911
BUCKET-DC, 40"	279-4326

STANDARD EQUIPMENT

POWERTRAIN

Cat C2.4 Diesel Engine
U.S. EPA Tier 4 Interim
ISO 9249/EEC 80/1269
and EU Stage IIIB
Rated Net Power 32.9kW/ 44.1hp

Automatic Engine Idle
Automatic Swing Park Brake
Automatic Two Speed Travel
Fuel and Water Separator

ELECTRICAL

12 Volt Electrical System
60 Ampere Alternator
650 CCA Maintenance Free Battery
Fuse Box

Ignition Key Start / Stop Switch
Slow Blow Fuse
Warning Horn

OPERATOR ENVIRONMENT

100% Pilot Control Ergonomic Joysticks
Adjustable Arm Rests
Anti-theft System
COMPASS: Complete, Operation,
Maintenance Performance and
Security System
-Multiple Languages

Cup Holder
Digital liquid crystal monitor
Hydraulic Neutral Lockout System
Literature Holder
Mirror, Cab Left
Travel control pedals with hand levers
Washable floor mat

OTHER STANDARD EQUIPMENT

Radio Ready
Tip Over Protective Structure (TOPS)
(ISO 12117)
Top Guard - ISO 10262 (Level 1)
1-way and 2-way (combined function)
Auxiliary Hydraulic Lines
Adjustable Auxiliary Hydraulics
Auxiliary Line Quick Disconnects
Caterpillar Corporate "One Key" System
Continuous Flow
Door Locks
Dozer Blade with Float Function

Economy Mode
Hydraulic Oil Cooler
Load Sensing Hydraulics
Lockable Fuel Cap
Rear Reflector
Roll Over Protective Structure (ROPS)
(ISO 12117-2)
Swing Boom
Tie Down Eyes on Track Frame
Tool Storage Area
Towing Eye on Base Frame
Twin Work Lights



Official
CERTIFICATE OF MEMBERSHIP

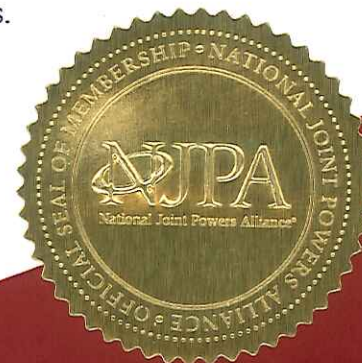
City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

A handwritten signature in black ink, appearing to read "Duff Erholtz", is written over a horizontal line.

Duff Erholtz, Membership Manager



Competitively Bid National Cooperative Contract Solutions



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 10.

Meeting Date: 10/07/2019

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6547**

Authorizing the Purchase on a New Caterpillar 299D CAB Skidsteer with MP Bucket Option and BP115C Broom Option for the Stormwater Department from Holt Cat through Sourcewell

Issue:

To consider approval of a resolution to purchase a new 299D CAB Caterpillar Skidsteer with Bucket and Broom options from Holt Cat through Sourcewell for use within the Stormwater Department

Background:

The requested purchase will be used for performing maintenance within the Stormwater Department.

Cooperative purchasing is “Procurement conducted by, or on behalf of, one or more Public Procurement Units” as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Our rigorous process is continually refined to best meet member needs and allows us to offer exceptional products from nationally acclaimed vendors. Sourcewell was formerly the Natinoal Joint Powers Alliance.

Origination:

Department of Public Works

Financial Consideration:

The new Caterpillar Skidsteer with Bucket and Broom attachments will be purchased from Holt Cat through Sourcewell for a total of \$78,617.00. The Skidsteer is \$67,817.00; the MP Bucket Option is \$4,900.00; and the BP115C Broom Option is \$5,900.00. Funding for this purchase was appropriated in the fiscal year 2019-2020 Stormwater Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Caterpillar Skidsteer and attachments from Holt Cat through Sourcewell.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6547

Cat Skidsteer Quote

Sourcewell Official Certificate of Membership

RESOLUTION NO. 6547

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CATERPILLAR 299D CAB SKIDSTEER WITH MP BUCKET OPTION AND BP115C BROOM OPTION FOR THE STORMWATER DEPARTMENT FROM HOLT CAT THROUGH SOURCEWELL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Holt Cat, through Sourcewell, a new Caterpillar 299D CAB Skidsteer with MP Bucket Option and BP115C Broom Option at a total price of Seventy-Eight Thousand Six Hundred Seventeen Dollars (\$78,617.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2019-2020 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



DATE: August 23, 2019

QUOTE #:243757-01

CITY OF SHERMAN
ERIC SANDBERG

Christopher Simon
972.313.5537

One (1) New Caterpillar Model: 299D CAB

SALE PRICE - MACHINE WITH GP BUCKET ONLY	\$67,817
MP BUCKET OPTION	\$4,900
BP115C BROOM OPTION	\$5,900
QUOTE GRAND TOTAL	\$78,617

Quote thru Sourcewell Contract 032515 – Member 45027

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
299D3 CTL DCA4	568-4652
CAB PACKAGE, PRO PLUS	577-2332
HYDRAULICS, PERFORMANCE, (H2)	512-4413
LIGHTS, HALOGEN	495-1672
RUBBER BELT, 2 SPD, TF IDLERS	357-0240
ROPS, ENCLOSED WITH A/C (C3)	512-3368
DISPLAY, ADVANCED, LCD, CAMERA	465-3705
FAN, COOLING, DEMAND	457-3167
SEAT,AIR SUSPENSION,CLOTH,HEAT	536-9738
DOOR, CAB, GLASS	539-8060
RADIO, AM/FM, BLUETOOTH	345-6180
TWO SPEED	568-4700
REAR LIGHTS	356-6082
SEAT BELT, 2"	542-6994
HEATER, ENGINE COOLANT, 120V	345-3556
BATTERY,EXTRA HD,DISC,1000 CCA	568-5612
QUICK COUPLER, HYDRAULIC	512-3401
INSTRUCTIONS, ANSI, USA	512-4284
SELF LEVEL	435-9238
TRACK,RUBBER,450MM(17.7IN)BLCK	389-7672
BUCKET-GP, 80", BOCE	279-5377

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

FOPS, Level I	12V electric socket
Top and rear windows	Horn
Floormat	Hand (dial) & throttle electronic
Interior rear view mirror	

FRAMES

Lift linkage, vertical path	Support, lift arm
Chassis, one piece welded	Cast rear bumper
Machine tie down points (6)	Ventilated rear door with integrated sealing
Belly pan cleanout	

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable	Heavy duty flat faced quick disconnects with integrated pressure release
Extended life antifreeze (-37C, -34F)	Split d-ring to route work tool hoses along side of left lift arm
Work tool coupler	Variable speed hydraulic cooling fan
Hydraulic oil level sight gauge	Per SAE J818-2007 and EN 474-3:2006 and ISO 14397-1:2007
Radiator coolant level sight gauge	
Radiator expansion bottle	
Cat ToughGuard TM hose	

POWERTRAIN

Cat C3.8 turbo aftercooled diesel engine	Filter, cartridge type, hydraulic
-Gross horsepower per SAE J1349	Filters, canister type, fuel and water separator
98 hp (73 kW) @ 2400 RPM	Radiator/hydraulic oil cooler (side-by-side)
-Electric fuel priming pump	Spring applied, hydraulically released, wet multi disc parking brakes
-Air inlet heater starting aid	Hydrostatic transmission
-Liquid cooled, direct injection	
Air cleaner, dual element, radial seal	
S-O-S sampling valve, hydraulic oil	

UNDERCARRIAGE

Dual flange front idler	Suspension - independent torsion axle(4)
Single flange rear idler	Two speed motor

HYDRAULICS

ISO or H pattern controls:	transmission control
Electro/hydraulic implement control	Speed sensor guarding
Electro/hydraulic hydrostatic	

ELECTRICAL

12 volt electrical system	-Two rear tail lights
100 ampere alternator	-Dome light

Ignition key start / stop / aux switch

Lights:

-Gauge backlighting

Backup alarm

Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:

-Air filter restriction

-Alternator output

-Armrest raised / operator out of seat

-Engine coolant temperature

-Engine oil pressure

-Air inlet heater activation

-Hydraulic filter restriction

-Hydraulic oil temperature

-Park brake engages

-Engine emission system

Gauges: DEF level, fuel level,
hour meter and tachometer

Storage compartment with netting

Ergonomic contoured armrest

Control interlock system, when operator
leaves seat or armrest raised :

-Hydraulic system disables

-Hydrostatic transmission disables

-Parking brake engages

ROPS Cab, open, tilt up



Official
CERTIFICATE OF MEMBERSHIP

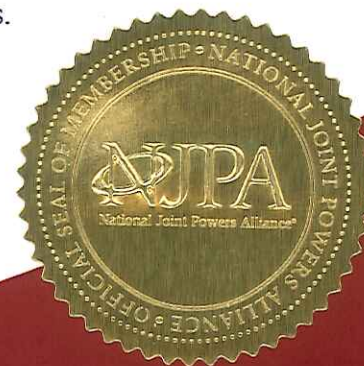
City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

A handwritten signature in black ink, appearing to read "Duff Erholtz", is written over a horizontal line.

Duff Erholtz, Membership Manager



Competitively Bid National Cooperative Contract Solutions



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 11.

Meeting Date: 10/07/2019

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6548**

Authorizing the Purchase of a New Rovver X Portable Camera System for the Stormwater Department from Green Equipment Company through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

To consider approval of a resolution to purchase a new Rovver X Portable Camera System through the H-GAC for use within the Stormwater Department

Background:

The requested purchase will be used to inspect/evaluate lines in the Stormwater Department to assess any issues within the system.

Purchasing through the H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected to either competitive bid or competitive proposal process.

Origination:

Department of Public Works

Financial Consideration:

The new Rovver X Portable Camera System will be purchased from Green Equipment Company through the H-GAC for \$61,276.00. Funding for this purchase was appropriated in the fiscal year 2019-2020 Stormwater Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Rovver X Portable Camera System from Green Equipment Company through the H-GAC.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6548

Rovver X Camera Quote

H-GAC Interlocal Agreement

RESOLUTION NO. 6548

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW ROVVER X PORTABLE CAMERA SYSTEM FOR THE STORMWATER DEPARTMENT FROM GREEN EQUIPMENT COMPANY THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Green Equipment Company, through the Houston-Galveston Area Council of Governments (H-GAC), a new Rovver X Portable Camera System for the Stormwater Department at a total price of Sixty-One Thousand Two Hundred Seventy-Six Dollars (\$61,276.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2019-2020 budget.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



Contract Pricing Worksheets

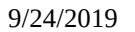
Rev 02-05-07

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.

Toll Free - 800.926.0234



61276



D. Total Purchase Price (A+B+C):

Date Prepared:

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:		Contractor:	
Contact Person:		Prepared By:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Product Code:	Description:
---------------	--------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

[illegible]

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

#DIV/0!

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:		X Subtotal of A + B + C:	0	=	Subtotal D:	0
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	

Subtotal E:

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges	
--	--

Description	Cost	Description	Cost
			Subtotal F: 0

Delivery Date:

G. Total Purchase Price (D+E+F):

0

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA
NUMBER:

91-15399-6

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(j)(2c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 1555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

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

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 1991 and

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

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

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

ARTICLE 1 LEGAL AUTHORITY

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

ARTICLE 2 APPLICABLE LAWS

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

ARTICLE 3 WHOLE AGREEMENT

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

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 1990 and ends 10/31/91, 1991. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

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

ARTICLE 5 SCOPE OF SERVICES

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

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

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

ARTICLE 6 PAYMENTS

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

ARTICLE 7 CHANGES AND AMENDMENTS

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

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

ARTICLE 8 TERMINATION PROCEDURES

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

ARTICLE 9 SEVERABILITY

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

ARTICLE 10 FORCE MAJEURE

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

ARTICLE 11 VENUE

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

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

CITY OF ERIAN
Local Government
BY [Signature]
TAMMAGE M. BUE
CITY MANAGER
DATE 3/18/91
Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL
BY [Signature] Date 3/27/91
Manager of Cooperative Purchasing
BY [Signature] Date 3/31/91
Jack Steele
Executive Director
March 28, 1991



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 12.

Meeting Date: 10/07/2019

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6549**

Approving the Continued Receipt of Bingo Prize Fee Funds as Required by House Bill 914, 86th Texas Legislature (H.B. 914)

Issue:

To approve The Continued Receipt of Bingo Prize Fund Fees

Background:

H.B. 914 sets out provisions requiring a licensed authorized organization to remit quarterly 50 percent (50%) of the amount collected as the prize fee to the Texas Lottery Commission and 50 percent (50%) to the county or municipality in which the bingo game is conducted, based on whether the county or municipality voted to impose such a fee before November 1, 2019, or 25 percent (25%) to each if both the county and municipality so voted. If the City does not vote to continue receiving bingo prize fee funds, those receipts will be remitted to the authorized charitable organization. Currently, no organizations remit Bingo Prize Fees to the State; however, in the past six (6) years, the revenue has ranged from \$1,000 per year to \$20,000 per year.

Origination:

Finance Department

Financial Consideration:

The City isn't currently receiving any Bingo Prize Fund Fee revenue; but approving this resolution would allow the City to receive future revenue, if any.

Staff Recommendation:

Approval of the resolution is recommended for the continued receipt of Bingo Prize Fund Fees.

Alternatives:

The Council could deny this resolution and choose to let the charitable organization keep the City's portion of the Bingo Prize Fund Fee.

Attachments

Resolution No. 6549
Bingo Attestation Form

RESOLUTION NO. 6549

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE CONTINUED RECEIPT OF BINGO PRIZE FEE FUNDS AS REQUIRED BY HOUSE BILL 914, 86TH TEXAS LEGISLATURE (H.B. 914); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, House Bill 914, the 86th Texas Legislature, requires a City to approve the continued receipt of bingo prize fee funds and notification of that decision to the Texas Lottery Commission and each licensed authorized organization within the City's jurisdiction; and

WHEREAS, the City was entitled to receive a share of a bingo prize fee as of January 1, 2109;

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

SECTION 1. That the City approves the continued receipt of the share of bingo prize fee funds.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

TEXAS LOTTERY COMMISSION – CHARITABLE BINGO DIVISION
BINGO PRIZE FEE FUNDS
COUNTY/MUNICIPALITY GOVERNING BODY VOTE VERIFICATION
NOTICE

This form serves as the required notice to the Texas Lottery Commission (Commission) that a county or municipality has fulfilled two of the requirements of House Bill 914, 86th Texas Legislature (H.B. 914) that are necessary for that county or municipality to continue to receive a share of bingo prize fees after January 1, 2020. Specifically, Section 11 of H.B. 914 provides:

- “(a) a county or municipality may receive a portion of the prize fee...only if
- (1) The county or municipality was entitled to receive a portion of a bingo prize fee as of January 1, 2019; and
 - (2) The governing body of the county or municipality:
 - (A) by majority vote of the members of the governing body approves the continued receipt of funds under that section and notifies the Texas Lottery Commission of that decision not later than November 1, 2019; and
 - (B) notifies each licensed authorized organization within the county’s or municipality’s jurisdiction, as applicable, of the continued imposition of the fee.”

Your county/municipality should consult with an attorney if you have any questions about complying with the provisions of H.B. 914.

This form is only an attestation that certain requirements set forth in H.B. 914 have been fulfilled.

Accordingly, the undersigned county or municipal representative hereby swears and affirms that:

- (1) the county or municipality was entitled to receive a share of a bingo prize fee as of January 1, 2019; and
- (2) the governing body of the county or municipality approved the continued receipt of the share of bingo prize fee funds by a majority vote.

City of Sherman

David Plyler, Mayor

**TEXAS LOTTERY COMMISSION – CHARITABLE BINGO DIVISION
BINGO PRIZE FEE FUNDS
COUNTY/MUNICIPALITY GOVERNING BODY VOTE VERIFICATION
NOTICE**

State of Texas
County of Grayson

This form attesting to the fulfillment of the requirements of H.B. 914 was acknowledged before

me on _____ by _____ as _____ of
(date) (name of representative) (title of representative)

City of Sherman.
(name of county or municipality)

Notary Public's Signature



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 1.

Meeting Date: 10/07/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Construction of the Munson Tract Wastewater Extension

Issue:

Requesting permission to advertise bids for the construction of the Munson Tract Wastewater Extension

Background:

This project will extend the sewer line north of the area of Flanary Road and Heritage Parkway (F.M. 1417) through the Munson Planned Development. The project consists of installing approximately 7,200 linear feet of sewer line. The constructed Munson Tract Wastewater Extension will service the many planned developments in the area, including the new Sherman High School.

The estimated cost for construction of the new sewer line is approximately \$800,000.00.

Origination:

Engineering Department

Financial Consideration:

This project will cost approximately \$800,000.00 and is funded through the Greater Texoma Utility Authority. The cost of advertising is expected to be less than \$200.00.

Staff Recommendation:

It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives:

As may be directed by the City Council

Attachments

Aerial Location Map





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 1.

Meeting Date: 10/07/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Police Sergeant Brett Mullen on the Police Department's Annual Halloween Event, "Fright Fest"

Issue:

The Police Department's 18th annual Halloween "Fright Fest" on Thursday, October 31, 2019 from 6:00 p.m. to 8:30 p.m.

Background:

"Fright Fest" is the non-profit Halloween event sponsored by the Police Department, offering children and parents a safe, controlled environment in which to trick-or-treat. The Police Department will again provide a live band, "Willie Kickit", who gave another excellent performance at last year's "Fright Fest".

There is no fee charged to the participants to set up; and they are allowed to advertise in any way they choose. They are only asked to show up and bring a lot of candy to give away. In the past, participants have set up booths ranging from a simple card table and chair to an elaborate haunted house, built on site. The "Cindy Carr Spooky Booth" trophy is awarded to the group with the best display.

Origination:

Police Department

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

The Council need take no action on this agenda item - informational only.

Attachments

2019 Fright Fest Flyer



SHERMAN POLICE DEPARTMENT FRIGHT FEST

Thursday,
October 31, 2019
6:00 pm – 8:30 pm

Municipal Grounds
(400 block N. Rusk)



Once again, the Sherman Police Department is getting ready for the Halloween activity known as Fright Fest. In case you don't know, Fright Fest is a Halloween event sponsored by the Sherman Police

Department that offers kids and parents a safe, controlled environment in which to trick-or-treat. It was started after the attacks on 9/11 to give parents a feeling of security.

Basically, contact is made with as many businesses, government agencies, church groups, and other organizations as possible and arrange for them to set up a booth and hand out candy. The event is held on the Municipal Grounds in Sherman (across from Bearcat Stadium) and the Sherman Police Department will provide for a live band.

There is no fee charged to the groups to set up and you are allowed to advertise in any way you choose. Vendors are prohibited from selling any items.

All we ask is that your group/business shows up and brings a lot of candy to give away. In the past, participants have set up booths as simple as a card table and chair to as elaborate as a haunted house built on site. The "Cindy Carr Spooky Booth" trophy is awarded to the group with the best display. The event usually draws anywhere from 1500 to 3000 trick-or-treaters and their parents from all over the Grayson County area.

**SET-UP BEGINS AT NOON.
BOOTHS MUST BE SET UP
NO LATER THAN 5:00 P.M.**

If your organization would like to participate, please email (preferable) Sgt. Brett Mullen at brettm@cityofsherman.com and provide the following:

Subject Line: Fright Fest 2019

Group/Business Name

Contact Name, Phone and Email

Type of Set up: Table, Canopy, or other set up

Need Electricity: Yes or No

A confirmation email will be sent upon receipt of the above information.

If phone contact is required,
call 903-328-3010.

The deadline to sign up is Thursday, October 24th,
5:00 pm.





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 2.

Meeting Date: 10/07/2019

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Underwood Addition, a Replat of Lots 8 & 9 of the Oaks of Norwood Addition, being 4.695 acres in the Fielding Bacon Survey, Abstract No. 120 and being all of Lots 8 and 9 of the Oaks of Norwood Addition; Our Leasing Company, LLC, Owners; and Underwood Drafting and Surveying, Surveyor (2201 and 2205 Norwood Street)

Issue:

To consider Replat approval of Underwood Addition, a Replat of Lots 8 & 9 of the Oaks of Norwood Addition, being 4.695 acres in the Fielding Bacon Survey, Abstract No. 120 and being all of Lots 8 and 9 of the Oaks of Norwood Addition, located at 2201 and 2205 Norwood Street

Background:

The property is located at 2201 and 2205 Norwood Street in the Carriage Estates subdivision. The property is zoned an R-1 (One Family Residential Business) District.

The owners would like to Replat the property into three lots for residential development.

Origination:

Our Leasing Company, LLC (Owners)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 17, 2019 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

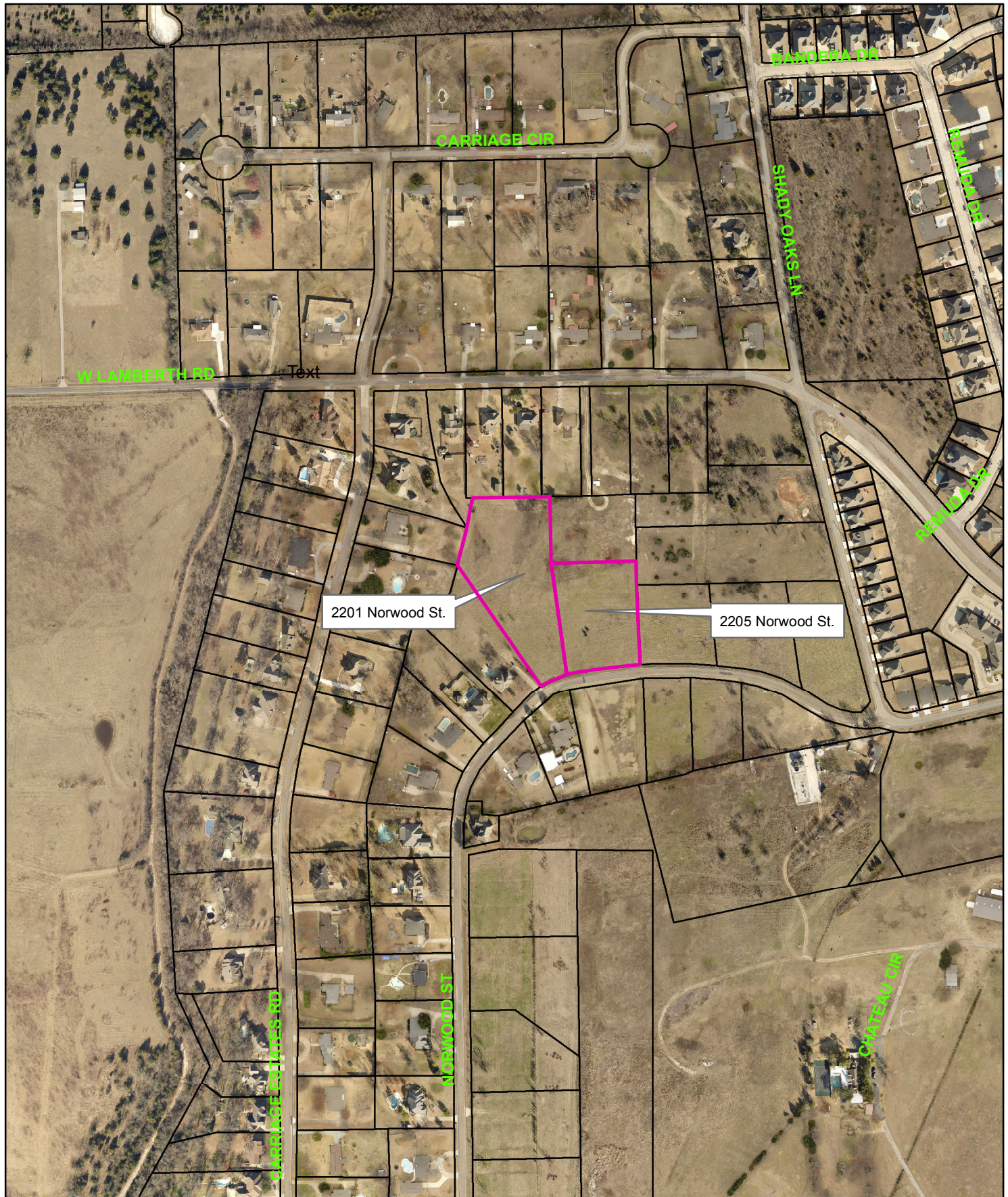
Zoning Map

Zoning Sign Photo

Underwood Addition, a Replat of Lots 8 & 9 Oaks of Norwood Addition

Staff Review Letter

P&Z Communication

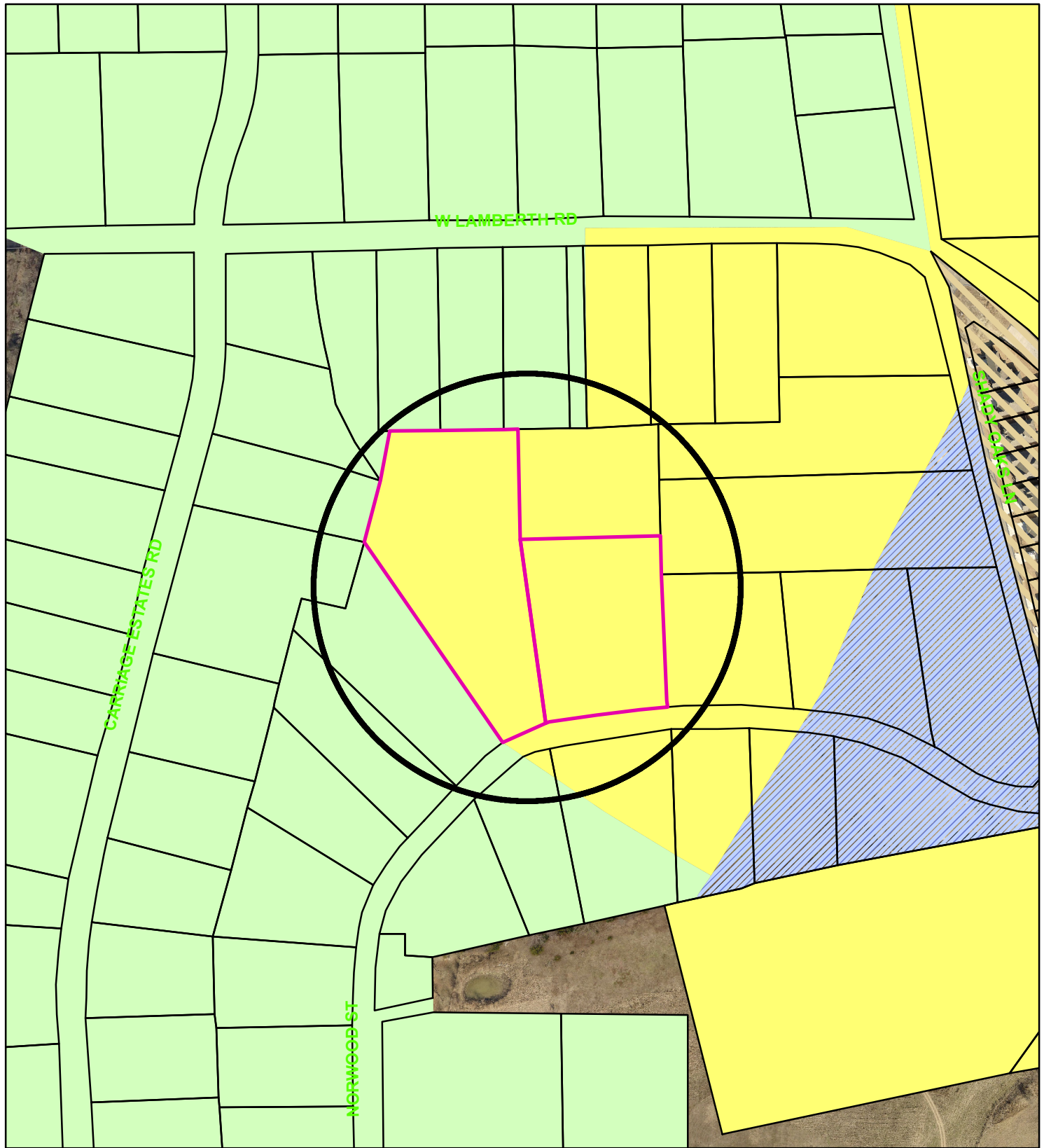


2201 & 2205 Norwood Street



NOT TO SCALE

1 in = 400 ft



Zoning - 2201 & 2205 Norwood Street

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District
- Transportation Corridor

Representation: SpermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: SpermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



NOT TO SCALE

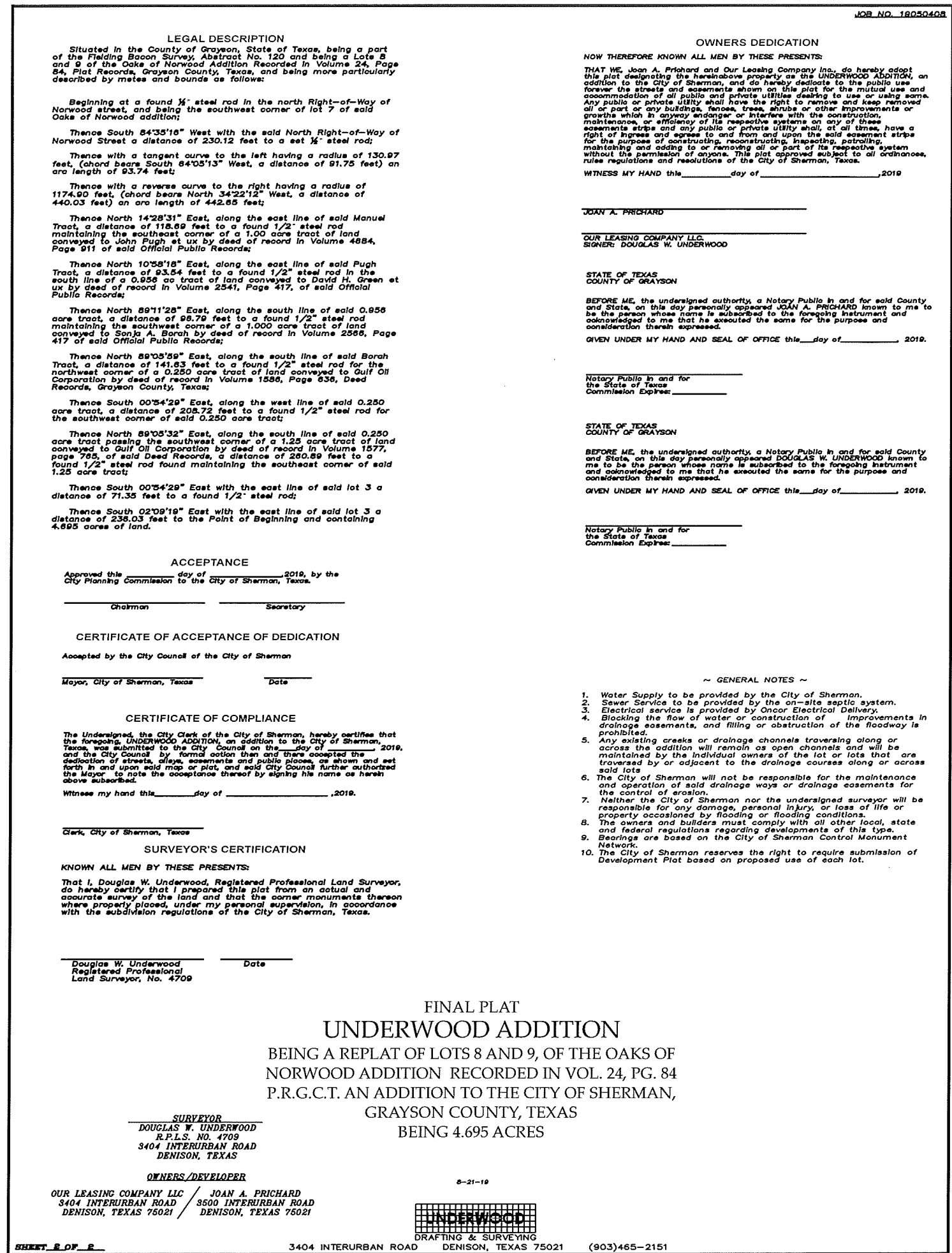
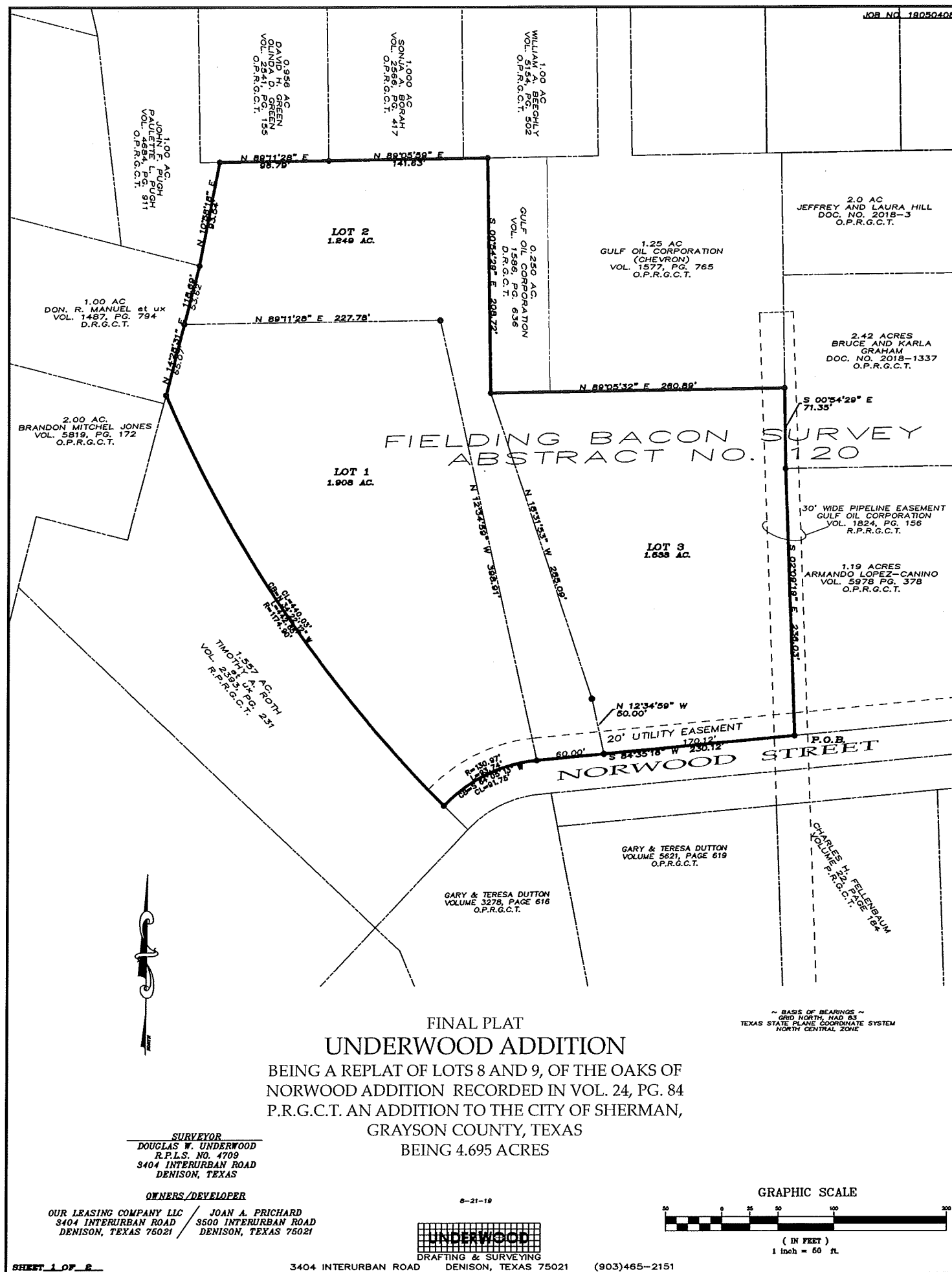
1 in = 250 ft



City of Sherman, Texas
Developmental Services Department

2201 & 2205 Norwood Street







STAFF REVIEW LETTER

September 10, 2019

Joan Prichard
3500 Interurban Road
Denison, TX 75021

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Our Leasing Company, LLC
3500 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat for Underwood Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, September 17, 2019 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates with \$0.00 balance shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Water pro-rata will not be due at the time of development.
6. Verify on-site sewage facilities requirements with Grayson County Health Department.
7. City of Sherman does not review or enforce Deed Restrictions on platted properties, or any other properties with deed restrictions.
8. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
9. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,


Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Billy Hartsfield, Fire Marshal

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 10.

Meeting Date: 09/17/2019

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Requested Action/Proposed Use:

*** 2201 & 2205 NORWOOD STREET**

The request of Our Leasing Company LLC (Owners) and Underwood Drafting and Surveying (Surveyor) concerning the property located at 2201 and 2205 Norwood Street, being 4.695 acres in the Fielding Bacon Survey, Abstract No. 120 and being all of Lots 8 and 9 of the Oaks of Norwood Addition, as follows:

Planning and Zoning Commission

Replat Approval of Underwood Addition, a Replat of Lots 8 & 9 of the Oaks of Norwood Addition

Background:

The property is located at 2201 and 2205 Norwood Street in the Carriage Estates subdivision. The property is zoned an R-1 (One Family Residential) District. The owner would like to Replat the property into three lots for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District

R-A (SinglebFamily Agricultural) District

Origination:

Our Leasing Company LLC (Owners)

Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

21

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Underwood Addition, A Replat of Lots 8 & 9 of the Oaks of Norwood

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 3.

Meeting Date: 10/07/2019

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Repair and Rework the Dorchester 10 Trinity Well under an Emergency Designation

Issue:

To allow the reworking and repair of the Dorchester 10 Trinity Well under an emergency designation

Background:

The Dorchester 10 Trinity Well has suffered damage from a lightning strike that has rendered the well inoperable. The well is a prime producer for the ground water supply zone and is needed to meet production demands. Due to the time involved to repair the well and the need to return the well to service as soon as possible to meet existing demands, it is requested that the Council authorize the staff to proceed on an emergency basis to rework and repair the well. Weisinger Incorporated has been engaged to conduct the well repairs as quickly as possible. A portion of the repair costs should be covered by insurance and warranty items.

Origination:

Utilities Administration, Department #710

Financial Consideration:

The estimated cost to repair the well is \$150,000.00. The City's Utility Fund will be utilized to fund the repairs.

Staff Recommendation:

It is recommended that the City Council approve the well repair under an emergency designation and engage Weisinger Incorporated to make the required repairs.

Alternatives:

As may be directed by the City Council

Attachments

Weisinger Incorporated Lightning Affidavit

Weisinger's Repair Proposal

Aerial Location Map



PO Box 909 • Willis, TX 77378
936-756-7721 • 936-756-7723 fax
www.weisingerinc.com

LIGHTNING AFFIDAVIT

Date: 09/18/19
Owner: City of Sherman
Motor Manufacturer: Submersible Motor Engineering
Motor HP: 200 HP
Motor Type: Submersible
Inspected By: Dave LaVora
Are damaged item(s) available for inspection? Yes
If available, where? Willis facility

This damage was solely due to lightning and no other cause whatsoever because:

Wire and stator damage highly visible

Inspector:

Dave LaVora

Full Name

Dave LaVora

Signature

STATE OF TEXAS

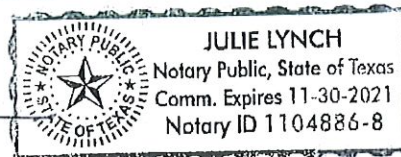
COUNTY OF MONTGOMERY

Signed and acknowledged before me by the above named Dave LaVora

On this 18th day of September, 2019

Julie Lynch

Notary Public





PO Box 909 • Willis, TX 77378
936-756-7721 • 281-353-8484 • 936-756-7723 fax
www.weisingerinc.com

September 17, 2019

City of Sherman
243 La Cima Dr.
Sherman, TX 75090

Attn: Oscar Canales
Oscarc@cityofsherman.com

Ref: *Dorchester 10T*

Oscar:

The existing Hydroflo 9CC pump was found to have run in the bottom of the impeller seats which caused detrimental damage to both the impellers and their respective bowl seats. The 200 HP SME motor was found to have gone to ground on all three legs and that the thrust bearing is out of tolerances. At least two blown spots were found in the 500MCM cable which is indicative of an electrical surge as the root cause of the motor failure and is not warrantable. Due to the probable nature of the well equipment failure, Weisinger is proposing to warranty the pump bowl assembly. Due to the availability of the current motor we are proposing a Centripro motor.

Scope of Services

- Mobilization, pull motor and pump, under normal removal procedures	\$17,600.00
- New pump end designed to produce 440 GPM @ 1060 TDH	\$0.00
- New 200 HP, submersible motor	\$39,840.00
- 1260' of new 500 MCM, 90-degree submersible cable	\$63,860.00
- New Splice kit and other miscellaneous materials to make well functional	\$1,200.00
- Disinfect water well, reset pump, return to service, and collect one bacteriological sample.	\$21,900.00

Total for Scope of Services\$144,400.00

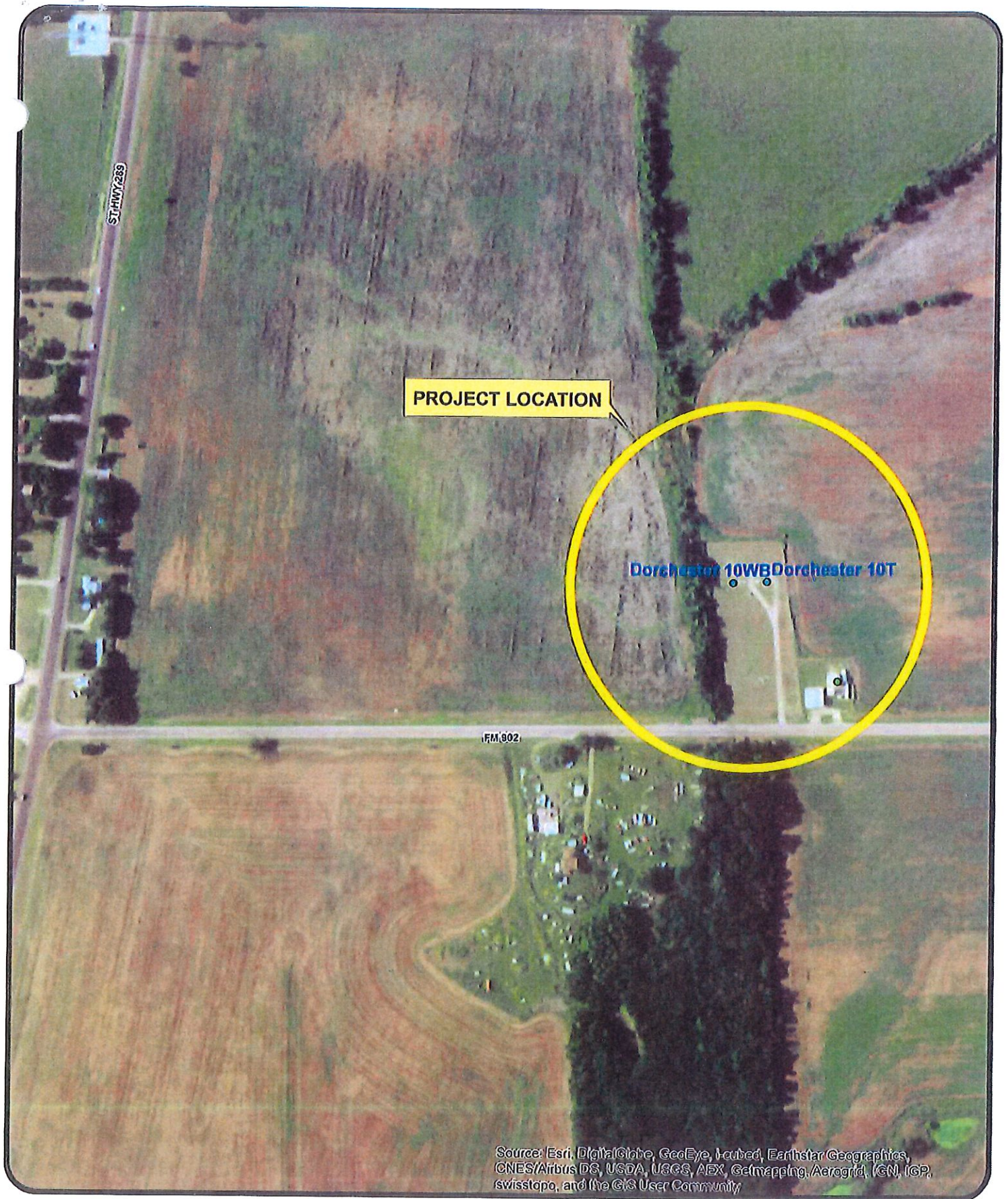
Thank you for the opportunity to offer you our services as we await your response.

Sincerely,

Regards,

A handwritten signature in blue ink, appearing to read "R. Hagen", is written over a horizontal line.

Randy Hagen
Weisinger Incorporated





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 1.

Meeting Date: 10/07/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Sherman Airport Advisory Board (7)

Issue:

To appoint members to the Sherman Municipal Airport Advisory Board. For the initial term, three board members will be appointed for a one-year term and four will be appointed for a two-year term. After that, all members will be appointed for a two-year term.

Background:

On August 19, 2019, the City Council adopted Ordinance 6239, creating the Sherman Municipal Airport Advisory Board. The board will be composed of seven members, who reside in Grayson County, with at least three members residing inside the corporate limits of the City of Sherman.

The board shall act in an advisory capacity to the City Council and shall review current fees and charges for the airport, T-hangar rentals, and related airport services, and advise the Council of any recommended changes. They shall review the airport rules, regulations, and operations, and recommend changes to the City Council. They shall also make recommendations as to how best to manage and operate the airport facilities, to maximize both cost savings to the City and improvement to general aviation. They shall also advise on short and long range airport planning for grounds, buildings, and runway upkeep.

Origination:

This agenda item originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff recommendation is to consider appointments to the Airport Advisory Board.

Alternatives:

The Council could choose not to make appointments to the Sherman Municipal Airport Advisory Board.

Attachments

Fact Sheet

Ordinance No. 6239

Applicant List

Terry Norman Thomas Application

Bob Nunn Application

Ross Richardson Application

Mary Lawrence Application

Michael McLendon Application

FACT SHEET

AIRPORT ADVISORY BOARD

Established by ORDINANCE 6239 – AUGUST 19, 2019

1. Number of Members: SEVEN
2. Term of Appointment: TWO YEARS
3. Consecutive Term Rule: ORDINANCE 6239 – TERM LIMIT – MAXIMUM OF TWO SUCCESSIVE TERMS; ELIGIBLE FOR REAPPOINTMENT AFTER AT LEAST ONE YEAR ABSENCE
4. Qualifications for Membership: ALL MEMBERS MUST LIVE IN GRAYSON COUNTY AND AT LEAST THREE MUST LIVE IN THE CORPORATE LIMITS OF THE CITY OF SHERMAN
5. Appointed by: CITY COUNCIL
6. Board Organization

CHAIRPERSON E VICE CHAIRPERSON SECRETARY E
ELECTED E APPOINTED
7. Departmental Responsibility: PUBLIC WORKS MANAGER
8. Meeting Date: NO SET DATE – MEET AS CALLED BY CHAIRMAN
9. Attendance Requirements: NO RULE

=====

PURPOSE:

The board shall act in an advisory capacity to the City Council.

RESPONSIBILITIES:

They shall review current fees and charges for the airport, T-hangar rentals, and related airport services and recommend changes to the City Council. They shall review airport rules, regulations, and operations, and recommend changes. They shall review and recommend how best to manage and operate the Municipal Airport facilities so as to maximize both cost savings to the City and improvement to general aviation. They shall advise the City Council on short and long range airport planning for grounds, buildings, and runway upkeep. They shall provide other airport advisory functions as may be directed by the City Council.

ORDINANCE NO. 6239

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES, ENTITLED "GENERAL PROVISIONS", ARTICLE 1.07, ENTITLED "AVIATION", DIVISION 1, ENTITLED "GENERALLY", TO PROVIDE FOR A NEW SECTION 1.07.004 TO BE ENTITLED "SHERMAN MUNICIPAL AIRPORT ADVISORY BOARD"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 1, Article 1.07, Division 1 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended to add a new Section 1.07.004, such section to read as follows:

Sec. 1.07.004 Sherman Municipal Airport Advisory Board

(1) *The City Council of the City of Sherman, Texas, does hereby create and establish an advisory board to be known as the "Sherman Municipal Airport Advisory Board", such board to be composed of seven (7) members who shall reside within the limits of Grayson County during the term of appointment. At least three (3) members of such board shall be selected from among those who reside inside the corporate limits of the City of Sherman.*

(2) *Membership to the advisory board shall be by appointment by members of the City Council for a term of two (2) years each. A member of the Airport Advisory Board can serve a maximum of two (2) successive terms. After at least a one (1) year absence from such board, the person will be eligible for reappointment. In the appointment of the initial board, the City Council shall appoint three (3) board members for an initial term of one (1) year and four (4) board members for an initial term of two (2) years. All members shall serve at the pleasure of the City Council.*

(3) *Members of the Sherman Municipal Airport Advisory Board shall serve without pay, but may receive reimbursement for actual expenses incurred after prior approval of the City when such expenses result from the performance of official duties.*

(4) *Meetings of the Board*

(a) *The board shall elect from its membership a chairman who shall serve for a term of one (1) year and who shall be eligible for re-election. The chairman shall preside over the board and shall have the right to vote. There shall also be elected from the board a recording secretary who shall serve a term of one (1) year with*

right of re-election. Such recording secretary shall record the minutes of the board meetings for review by the City Council. The board shall meet at such times as it may determine or upon call of the chairman.

(5) *Duties of the Board*

- (a) *The Sherman Municipal Airport Advisory Board shall act in an advisory capacity to the City Council. It shall review current fees and charges for airport, T-hangar rentals, and related airport services, and advise the City Council as to any recommended changes. It shall review the airport rules, regulations and operations and recommend changes in the same to the City Council for approval. It shall review and recommend to the City Council how best to manage and operate the Municipal Airport facilities so as to maximize both cost savings to the City and improvement to general aviation. It shall advise the City Council on short and long range airport planning for grounds, buildings and runway upkeep. It shall provide such other airport advisory functions as may be directed by the City Council.*

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are servable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

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

SECTION 5. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

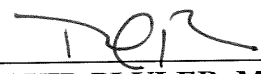
INTRODUCED on this the on this the 19th day of August, 2019.

ADOPTED on this the on this the 19th day of August, 2019.

EFFECTIVE DATE on this the 19th day of August, 2019.

CITY OF SHERMAN, TEXAS

BY:


DAVID PLYLER, MAYOR

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

APPLICANT LIST
AIRPORT ADVISORY BOARD

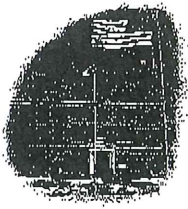
Positions Vacant 7

Applicant	Address	District	Qualifications
Terry Norman Thomas	325 Newport Dr. Van Alstyne	n/a	Texas Farm Bureau
Bob Nunn	2405 Rex Cruse	1	RGNunn Enterprises, LLC
Ross Richardson	2115 Turtle Creek Cr.	1	Retired
Mary Lawrence	95 Doubletreet Dr. Denison	n/a	City Finance Director
Michael McLendon	403 N. Union St. Whitesboro	n/a	Axtell Pharmacy

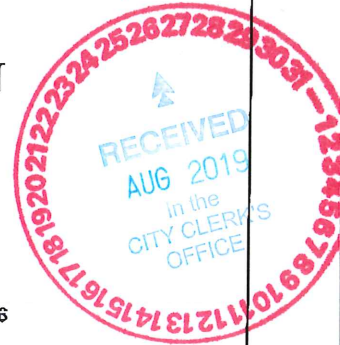
COMMENTS:

Note:

- All members must live in Grayson County and at least three members must live in the corporate limits of the City of Sherman
- Initially, three members should be appointed to a one year term and four members should be appointed to a two year term



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

**Return completed application to:**

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: TERRY NORMAN THOMAS

(Please print legal name and your name as you wish it to appear, if different)

Name of Board

or Commission: SHERMAN MUNICIPAL AIRPORT RMA BOARD
☒ Yes, I would be interested in serving on subcommittees that may be formed.
Personal InformationHome Address: 325 NEWBET DR. 1/4 M. AUSTIN TX. 75445 Business Name: TEXAS FARM BUREAU

Mailing Address: _____

Telephone: 903 821 8057 Fax: _____Occupation: AGENTE-Mail: tthomas3@txfb-ins.comAddress: 200 S. FM 1917 SHERMAN TX.Telephone: 903 893 4393 Fax: 903 893 4171Sherman Resident for _____ years County: GRAYSON ✓

E-Mail: _____

Drivers License No.: 15039359Voter Registration No.: 1216370951 ✓

Which Council District do you live in? (see attached map)

n/a ✓

Prior work experience: (please include dates)

AIRPORT MANAGER 5/2013 - 12/2015OPERATIONS MANAGER (FBO) 8/2004 - 5/2013**Educational Achievement:**High School Graduate? ☒ Yes ☐ NoYear Graduated/Left School? 2002

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: _____

☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - No

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I WAS IN AVIATION FOR OVER 10 YEARS. IT HAS ALWAYS BEEN MY PASSION. I HAVE MANAGED EVERY ASPECT OF AN AIRPORT FROM FUEL SERVICES TO RUNWAY MAINT. I WOULD LOVE TO SEE SHERMAN'S AIRPORT GROW.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) GETTING AWAY FROM THE "GOOD OL BOY" SYSTEM & ENFORCING RULES & REGULATIONS TO BRING MORE AVIATION RELATED BUSINESS TO THE AIRFIELD

2) BUILD THE AIRPORT IN HANDBAL ASPECT MARKET FOR CITY LIVING AVIATORS TO HOUSE PLANES AT SHERMAN.

3) IMPROVE TRAFFIC OVERALL AT SHERMAN. INCREASE TRAFFIC & MAKE IT THE PLACE TO LAND FOR ALL GENERAL AVIATION BECAUSE OF WHAT SHERMAN HAS TO OFFER.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

PRIVATE PILOT, OPERATIONS MANAGER OF AIRPORT, AIRPORT MANAGER, AVIATOR MY ENTIRE LIFE!

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: NOT CURRENTLY A BOARD

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting times and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____

Date: 8/26/19

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Grayson County Farm Bureau
CLARENCE H. BROWN, JR.
CLARENCE H. BROWN, JR.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



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220 W. Mulberry
P.O. Box 1106
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Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Robert G. Nunn Jr. (Bob Nunn)

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: Sherman Municipal Airport Advisory Board

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>2405 Rex Cruse Dr</u>	Business Name: <u>RGNunn Enterprises, LLC</u>
Mailing Address: <u>(Same)</u>	Occupation: <u>Computer and Network Support</u>
Telephone: <u>903.815.1321</u> Fax: _____	Address: <u>2405 Rex Cruse Dr</u>
E-Mail: <u>bnnn1@gmail.com</u>	Telephone: <u>903.815.1321</u> Fax: _____
Sherman Resident for <u>58</u> years County: _____	E-Mail: <u>bnnn1@gmail.com</u>
Drivers License No.: <u>03946493</u>	
Voter Registration No.: <u>1024914770</u> ✓	

Which Council District do you live in? (see attached map) 1 ✓

Prior work experience: (please include dates)

The Gates Corporation (formerly The Gates Rubber Company 4900 Marshall Drive -
Sherman, TX) 1979 - 1994 (Sherman). 1995-2009 (Dallas)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? SHS Graduate 1970

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Apostolic Bible Institute - St. Paul, MN ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Angel Flight Volunteer Pilot - 2008 to current

City of Sherman Airport Advisory Board: 2008 - 2010

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?

I received my initial pilot training at the Sherman Municipal Airport in 1970. I have been involved and promoting the airport ever since. I served on the previous Airport Advisory Board and bring these experiences to help the airport grow and mature

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

- 1) PROMOTE THE AIRPORT - For at least the past 10 years, rumors around the city and surrounding cities have been that the airport was going to close. The airport has not been promoted in years. The SEDCO website even highlights the North Texas Regional Airport and doesn't mention the Sherman Municipal Airport. There needs to be some fun, public events with media coverage that the Sherman Municipal Airport is "open for business".
- 2) BUILD HANGERS - During the previous Advisory Board meetings, many discussions were held regarding the City building hangers or allowing others to build. If there's a TxDot incentive to build that should be considered. Otherwise, the Advisory board should help get this job completed with interested parties as soon as possible. Box hangers and aviation related businesses should also be considered
- 3) AIRPORT FACILITIES UPGRADES: Including runway and taxiway maintenance, the addition of runway approach lighting (PAPI). Main terminal updates (you feel like you're in the 1960's). Acquire an FBO with flight training and airplane rentals.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I am a certified private pilot with an instrument rating. For the past 11 years, I pilot an airplane that our church has kept in a hanger at the airport.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

None

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Robert G Nunn Jr Date: 08/20/2019

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: ROSS P RICHARDSON
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: AIRPORT ADVISORY

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 2115 TURTLE CREEK CIR
Mailing Address: SAME
Telephone: 903-821-4277 Fax: —
E-Mail: RPRICHARDSON46@GMAIL.COM
Sherman Resident for 43 years County: GRAYSON
Drivers License No.: —
Voter Registration No.: 1024900497 ✓

Occupational Information

Business Name: N/A RETIRED
Occupation: —
Address: —
Telephone: — Fax: —
E-Mail: —

Which Council District do you live in? (see attached map) 1 ✓

Prior work experience: (please include dates)
RETIRED AFTER 33 YEARS AT TEXAS INSTRUMENTS AND
RAYTHEON.

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? —
Business College, Correspondence School, Adult Education, Other? —
Name of College/University: UNIV OF ARKANSAS ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)
9 YEARS WITH HABITAT FOR HUMANAITY

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I HAVE BEEN A PILOT SINCE 1970 AND CAN CONTRIBUTE TO THIS BOARD.
I HAVE ENGINEERING BACKGROUND
I PREVIOUSLY SERVED ON THE AIRPORT BOARD AND WAS CHAIRMAN.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) SHERMAN MUNICIPAL AIRPORT HAS HAD 15-20 PEOPLE ON A HANGERS LIST
FOR MANY YEARS. WE NEED TO BUILD HANGERS.

2) MARKET THE AIRPORT. THE SHERMAN CHAMBER OF COMMERCE LISTS
UTRA BUT NOT OUR MUNICIPAL AIRPORT ON THEIR WEBSITE.
AND, HAVEN'T FOR YEARS

3) TAKE ADVANTAGE OF TXDOT AND FAA GRANTS THAT ARE AVAILABLE
TO REDUCE COSTS FOR AIRPORT IMPROVEMENTS

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

ENGINEERING BACKGROUND FOR 49 YEARS. MANAGERIAL POSITIONS AT
TEXAS INSTRUMENTS & RAITHEDON PILOT

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

NONE. I DO KNOW MARY LAWRENCE ON A SOCIAL LEVEL THROUGH
FLYING.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: I SERVED AND WAS CHAIRMAN BEFORE THE CITY DISBANDED THE
BOARD.

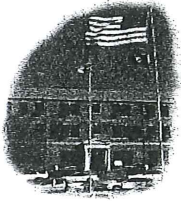
Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Ben P. Richardson Date: 8/29/2019

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



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Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Mary Lawrence

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Airport Advisory

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>95 Doubletree Dr Denison 75020</u>	Business Name: <u>City of Sherman</u>
Mailing Address: <u>Same</u>	Occupation: <u>Finance Director</u>
Telephone: <u>903-821-2670</u> Fax: _____	Address: <u>405 N Rusk Sherman</u>
E-Mail: <u>maryl@cityofsherman.com</u>	Telephone: <u>903-892-7218</u> Fax: <u>903-891-0255</u>
Sherman Resident for <u>0</u> years County: _____	E-Mail: <u>maryl@cityofsherman.com</u>
Drivers License No.: <u>01606789</u>	
Voter Registration No.: <u>1024953982</u> ✓	

Which Council District do you live in? (see attached map) W/A ✓

Prior work experience: (please include dates)

Finance

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1980

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Texas A&M University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

EAA Board of Directors 2016 to present
Texas Aero Club 2018 to present

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

Help improve the airport for the community and the pilots who use the airport.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Develop the airport for the long term

2) Financing improvements

3) Making the airport a community asset, not just for pilots

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Private pilot

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

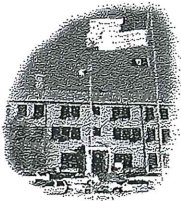
I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Mary Lauren

Date: 9/27/19

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

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Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name:

Michael L McLendon

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Municipal Airport Advisory Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>403 N Union Street</u>	Business Name: <u>Axtell Pharmacy</u>
Mailing Address: <u>Whitesboro</u>	Occupation: <u>Pharmacist</u>
Telephone: <u>404 825 4795</u> Fax: _____	Address: <u>304 1/2 Charlie Drive</u>
E-Mail: <u>michaelmclendon.tac@gmail.com</u>	Telephone: <u>903 564 3216</u> Fax: <u>903 564 3792</u>
Sherman Resident for _____ years County: <u>7 years</u>	E-Mail: _____
Drivers License No.: <u>282 69988</u>	
Voter Registration No.: <u>1176025157</u> ✓	

Which Council District do you live in? (see attached map) I reside in Whitesboro ✓

Prior work experience: (please include dates)

Pharmacy since 1970, Licensed in Georgia and Texas.
Consultant, Retail, Long Term Care, Hospital, Compounding

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1970

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Mercer University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Church, EAA, Coach

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I am a Private Pilot. Certified July 1991. My experiences as a Pilot may be of benefit to the future development of Sherman Municipal.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Emphasize the value of the Airport to the city and surrounding community both economically and educationally.

2) Utilize the Colgan Consulting findings to plan for more hangar space, and safe conditions of Airport operations. Improve refueling procedures and access to fuel eliminating points of traffic congestion.

3) Educate the city residents and general public about opportunities in Aviation - both business and educational - aviation careers.

Establish space for EAA 323 to promote safe aviation. 323 has been a part of the Airport for 50 years. EAA desires a venue to educate youth interested in Aviation

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Private Pilot Certificate (28 years). President of EAA 323 and Texoma Aero Club (NTRA)

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

None

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: I am a member of the Airport Master Plan Committee

Statement of Intent

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Signature: _____

Michael L McLendon

Date: _____

9/27/2019

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 10/07/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2019 Council Calendar

2019

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

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

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

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

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

JUNE						
S	M	T	W	T	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
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JULY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

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

SEPTEMBER						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

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

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

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

1/21/2019	Martin Luther King, Jr. Day/Called City Council Meeting on 1/22/2019
2/27/2019	Called Council Meeting - Training Session for Council Members
4/26/2019	Called Budget Planning Meeting in Council Chambers
6/13/2019	Called Budget Workshop at Schulman's MBG in Sherman
6/14/2019	Called Budget Workshop at Schulman's MBG in Sherman - Cancelled
9/2/2019	Labor Day/Called City Council Meeting on 09/03/2019
9/10/2019	Called Joint Meeting with SEDCO Board in Council Chambers

[illegible]