

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, AUGUST 21, 2023
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER SHAWN TEAMANN**
- A. 3. INVOCATION BY COUNCIL MEMBER SHAWN TEAMANN**

Citizen Comments

B. 1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment **only** on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C. 1. 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

Public Hearing

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6630

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 7th day of November, 2023, for the Purpose of Electing Two City Council Members (District 2 and District 4); to Fill Expiring Terms; Providing That The Election Shall be Administered by Grayson County, Texas; Designation Early Voting Polling Places and Hours; Designation Election Day Polling Places and Hours; Designating Filing Deadlines; Ordering Notices of Election to be Given as Prescribed by Law in Connection with Such Election; Providing for the Appointment of Election Judges; Authorizing the Mayor and City Clerk to Take all Actions Necessary to Comply with Applicable Election Laws

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6631

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 7th day of November, 2023, for the Purpose of the Reauthorization of the Local Sales and Use Tax at the Rate of One-Eighth of One Percent (1/8%) to Continue Providing Revenue for Maintenance and Repair of Municipal Streets; Providing that the Election Shall be Administered by Grayson County, Texas; Designation Early Voting Polling Places and Hours; Ordering Notices of Election to Be Given as Prescribed by Law in Connection with Such Election: Providing for the Appointment of Election Judges; Authorizing the Mayor and City Clerk to Take all Actions Necessary to Comply with Applicable Election Laws

- D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6632**
Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023"; Specifying the Terms and Features of Said Certificates; Providing for the Payment of Said Certificates of Obligation by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and a Limited Pledge of the Net Revenues from the Operation of the City's Waterworks and Sewer System; Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Certificates, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement; and Providing an Effective Date
- D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6633**
Approving a Negotiated Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, Regarding the Company's 2023 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be Set by the Attached Settlement Tariffs to be Just and Reasonable and in the Public Interest; Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Adopting a Savings Clause; Declaring an Effective Date; Requiring Delivery of this Ordinance to the Company and the ACSC's Legal Council
- D. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6634**
Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 8 (Offenses and Nuisances), Article 8.04 (Offenses Involving Public Morals), Division 2 (Curfew Hours for Minors; Repealing Ordinance Nos. 5805, 5995, 6271 and 6557; Repealing the City's Juvenile Curfew Ordinance in Response to House Bill 1819, Effective September 1, 2023; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date
- D. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6635**
Abandoning a Portion of a Variable Width Drainage Easement Located in USOW Addition, and Being More Particularly Described on the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes, which Variable Width Drainage Easement is Established in Instrument No. 2023-17, Plat Records of Grayson County, Texas

Close Public Hearing and Consider Adoption of Ordinances

- D. 7. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers 6630, 6631, 6632, 6633, 6634 & 6635.

Resolutions

- E. 1. RESOLUTION NO. 7118**
Authorizing Execution of an Agreement for Right of Way Procurement with the Texas Department of Transportation to Acquire Right of Way (ROW) and Relocate Existing City Utilities Along FM 1417 between SH 56 and W Travis Street in the City of Sherman
- E. 2. RESOLUTION NO. 7119**
Awarding a Bid to and Authorizing Execution of a Contract with Mario Sinacola & Sons Excavating, Inc. based on an Invitation to Bid for the Shepherd Drive From Interurban Parkway to U.S. Highway 75 Project

E. 3. RESOLUTION NO. 7120

Approving the Greater Texoma Utility Authority's Intention to Award Bid Package 1 Materials to Machining & Valve Automation Services, LLC for the Water Treatment Plant - EDR Rehabilitation

E. 4. * RESOLUTION NO. 7121

Authorizing Execution of an Encroachment Agreement with RFJ Auto Properties, LLC for the Encroachment of Two (2) Existing Vehicle Canopies and One (1) Existing Building within the Proposed Platted 15-foot Wastewater Easement, Approved by City Council on July 17, 2023, to be Filed in the Plat Records, Grayson County, Texas, Locally Known as 2500 Texoma Parkway in the City of Sherman, Texas

E. 5. * RESOLUTION NO. 7122

Authorizing Submission of a Joint Grant Application with the City of Denison and Grayson County for, and the Acceptance of, a Grant Awarded Under the 2023 Justice Assistance Grant Program - CFDA #16.738

E. 6. * RESOLUTION NO. 7123

Authorizing Execution of an Interlocal Agreement between the City of Sherman, the City of Denison, and Grayson County for Grant Funding to be Awarded by the U.S. Department of Justice under the 2023 Justice Assistance Grant Program – CFDA #16.738

F. COUNCIL COMMENTS

Executive Session

G. 1. EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

Tex. Gov't Code § 551.071	Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.
Tex. Gov't Code § 551.072	Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.073	Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.074	Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

Tex. Gov't Code § 551.076	Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.
Tex. Gov't Code § 551.087	Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.
Tex. Gov't Code § 551.089	Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

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

- I. 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 Friday, August 18, 2023 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 18th day of August 2023.
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Josh Stevenson

Council Members

Henry Marroquin, Council-At-Large, PL #1
Juston Dobbs, 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



City Council Regular Meeting

C. 1.

Meeting Date: 08/21/2023

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. 4. * RESOLUTION NO. 7121

Authorizing Execution of an Encroachment Agreement with RFJ Auto Properties, LLC for the Encroachment of Two (2) Existing Vehicle Canopies and One (1) Existing Building within the Proposed Platted 15-foot Wastewater Easement, Approved by City Council on July 17, 2023, to be Filed in the Plat Records, Grayson County, Texas, Locally Known as 2500 Texoma Parkway in the City of Sherman, Texas

E. 5. * RESOLUTION NO. 7122

Authorizing Submission of a Joint Grant Application with the City of Denison and Grayson County for, and the Acceptance of, a Grant Awarded Under the 2023 Justice Assistance Grant Program - CFDA #16.738

E. 6. * RESOLUTION NO. 7123

Authorizing Execution of an Interlocal Agreement between the City of Sherman, the City of Denison, and Grayson County for Grant Funding to be Awarded by the U.S. Department of Justice under the 2023 Justice Assistance Grant Program – CFDA #16.738



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 08/21/2023

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6630

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 7th day of November, 2023, for the Purpose of Electing Two City Council Members (District 2 and District 4); to Fill Expiring Terms; Providing That The Election Shall be Administered by Grayson County, Texas; Designation Early Voting Polling Places and Hours; Designation Election Day Polling Places and Hours; Designating Filing Deadlines; Ordering Notices of Election to be Given as Prescribed by Law in Connection with Such Election; Providing for the Appointment of Election Judges; Authorizing the Mayor and City Clerk to Take all Actions Necessary to Comply with Applicable Election Laws

Issue:

To call a Regular Municipal Election for November 7, 2023, to Elect City Council Members for District 2 and District 4. Positions on the ballot will be for Council Member, District 2 (currently held by Josh Stevenson); and Council Member, District 4 (currently held by Daron Holland).

Background:

In compliance with the City of Sherman Charter and the Election laws of the State of Texas, the City must, by ordinance, call a Regular Municipal Election for the first Tuesday after the first Monday in November. This ordinance also establishes the voting centers for this election.

Origination:

The ordinance originated with the City Clerk's Office.

Financial Consideration:

Cost for the Election is usually around \$15,000.

Staff Recommendation:

It is recommended that the City Council approve the ordinance calling the Regular Municipal Election for Tuesday, November 7, 2023.

Alternatives:

There is no viable alternative.

Attachments

Ordinance No 6630

ORDINANCE NO. 6630

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 7th DAY OF NOVEMBER, 2023, FOR THE PURPOSE OF ELECTING TWO CITY COUNCIL MEMBERS (DISTRICT 2 AND DISTRICT 4) TO FILL EXPIRING TERMS; PROVIDING THAT THE ELECTION SHALL BE ADMINISTERED BY GRAYSON COUNTY, TEXAS; DESIGNATING EARLY VOTING POLLING PLACES AND HOURS; DESIGNATING ELECTION DAY POLLING PLACES AND HOURS; DESIGNATING FILING DEADLINES; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; PROVIDING FOR THE APPOINTMENT OF ELECTION JUDGES; AUTHORIZING THE MAYOR AND CITY CLERK TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH APPLICABLE ELECTION LAWS; 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 ("City Council") duly authorizes and hereby orders a general election to be held within the City of Sherman, Texas ("Sherman") on November 7, 2023, for the purpose of electing two members of the Sherman City Council (District 2 and District 4), with each such term being for a period of three years.

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

SECTION 1. That, in compliance with the Sherman Home Rule Charter, and in accordance with the laws and the Constitution of the State of Texas, an election is hereby called and ordered for November 7, 2023, at which all qualified voters may vote for the purpose of electing City Council Members for District 2 and District 4 to fill expiring terms.

SECTION 2. That said election shall be administered by Grayson County, Texas in accordance with the Joint Election Agreement executed pursuant to the authority of Resolution No. 7117, passed and approved on the 7th day of August, 2023.

SECTION 3. That the County Elections Administrator shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label the same "*Official Ballot*" on which ballot shall be printed the names of the candidates and the designation of each position sought, which shall be "Council Member, District 2," and "Council Member, District 4," respectively.

SECTION 4. That no person's name shall be placed upon the official ballot as a candidate for the position of Council Member unless such person has filed his/her sworn application for a place on the ballot, as provided by the laws of the State.

SECTION 5. Candidates must file for a specific place and adhere to the filing deadlines. The candidate filing period for the election is as follows:

Beginning: July 22, 2023 at 8:00 a.m.
Ending: August 21, 2023 at 5:00 p.m.

SECTION 6. That early voting will begin on October 23, 2023, through October 27, 2023, from 8 a.m. to 5 p.m.; on October 28, 2023, from 7:00 a.m. to 7:00 p.m.; on October 29, 2023, from 11:00 a.m. to 5:00 p.m.; and on October 30, 2023, through November 3, 2023, from 7:00 a.m. to 7:00 p.m. Early voting by personal appearance shall be at: Bells City Hall, Council Chambers, 203 S. Broadway, Bells, Texas; Grayson County Election Administration Building, 115 W. Houston, Main Voting Location, Sherman, Texas; Grayson County Sub-Courthouse, J.P. Court Room, 101 W. Woodard, Denison, Texas; St. John the Apostle Episcopal Church, Main Door, 760 W. FM 120, Pottsboro, Texas; Whitesboro City Hall, Council Chambers, 111 W. Main, Whitesboro, Texas; and Grayson College South Campus, Room TC203, 1455 W. Van Alstyne Parkway, Van Alstyne, Texas. The Grayson County Election Administration Building, 115 W. Houston, Sherman, Texas, is designated as the main early voting polling place. Voting times and locations are subject to change. Applications for ballots by mail shall be requested from and mailed to Early Voting Clerk, Elections Administration Building, 115 W. Houston, Sherman, Texas 75090, or faxed to (903) 891-4370 or emailed to votegrayson@co.grayson.tx.us. (If faxed or emailed, the original application must be mailed and received within 4 days.) Applications for ballots by mail must be received no later than the close of business on October 27, 2023.

SECTION 7. That Election Day voting by personal appearance shall be at the following vote centers from 7:00 a.m. until 7:00 p.m.:

<u>LOCATION</u>	<u>JUDGES</u>
Bells City Hall – Council Chambers 203 S. Broadway Bells, Texas 75414	Martha Portman Presiding Judge Billy Jack Portman Alternate Judge
Collinsville Community Center – Main Doors 117 N. Main Collinsville, Texas 76233	Gary Davidson Presiding Judge Sherri Fails Alternate Judge
Grayson College – Baptist Student Ministry (BSM) 6101 Grayson Dr. Denison, Texas 75020	Ramona Popplewell Presiding Judge Susan McManus Alternate Judge

Grayson County Sub-Courthouse, JP Court Room J.P. Courtroom 101 W. Woodard Denison, Texas 75021	Theresa Jones Presiding Judge Jamie Stringfield Alternate Judge
Parkside Baptist Church – South Entrance 301 N. Lillis Lane Denison, Texas 75020	Barbara Hartline Presiding Judge Peggy DeLancy Alternate Judge
Southside Baptist Church – Main Hall 3500 S. Park Denison, Texas 75020	Sue Caylor Presiding Judge Jerri Potter Alternate Judge
Mt. Olive Baptist Church – Gym 1131 S. Scullin Denison, Texas 75020	Debra DeHorney Presiding Judge Rita Williams Alternate Judge
Gordonville Baptist Church Educational Building, East Doors 187 Gordonville Rd. Gordonville, Texas 76245	Helen Hawkins Presiding Judge Dana Tischer Alternate Judge
Gunter First Baptist Church – Main Doors 99 Gentle Creek Lane Gunter, Texas 75058	Fran Mask Presiding Judge Lynn Fletcher Alternate Judge
Howe Community Center – Main Doors 700 W. Haning Howe, Texas 75459	Nancy Nass Presiding Judge Debi Owens Alternate Judge
St. John the Apostle Episcopal Church – Main Doors 760 W. FM 120 Pottsboro, Texas 75076	Johanna Sandlin Presiding Judge Barb Speer Alternate Judge

Sadler Baptist Church – Fellowship Hall 419 S. Main Sadler, Texas 76264	Shirley Covington Presiding Judge Karen Schreiner Alternate Judge
Election Administration Building – East & West Doors 115 W. Houston Sherman, Texas 75090	Jess Davis Presiding Judge Donna Coveny Alternate Judge
Faith Church – West Entrance 1800 N. FM 1417 Sherman, Texas 75092	Mendy Boyer Presiding Judge Dana Speed Alternate Judge
Luella First Baptist Church – Main Door 3162 Hwy 11 Sherman, Texas 75090	Thomas Avalos Presiding Judge Dennis Allen Alternate Judge
Municipal Building – Ballroom 405 N. Rusk Sherman, Texas 75090	Rebecca Lindsey Presiding Judge Cheryl Self Alternate Judge
Texoma Council of Governments Eisenhower Room 1117 Gallagher Drive Sherman, Texas 75090	Donna Fritchman Presiding Judge Rodney Fritchman Alternate Judge
United Way of Grayson County – Main Doors 713 E. Brockett Sherman, Texas 75090	Shari Duncan Presiding Judge Keri Hastings Alternate Judge
Progressive Baptist – Fellowship Hall 1101 E. Houston Sherman, Texas 75090	Wathena Marshall Presiding Judge Stephanie Collins Alternate Judge

Tioga Fire Department – Meeting Room 601 E. Main Tioga, Texas 76271	Randy Barta Presiding Judge Pam Chappell Alternate Judge
Tom Bean First National Bank – Edwards Room 109 S. Britton Tom Bean, Texas 75489	Russell Allen Presiding Judge Ginger Allen Alternate Judge
Grayson College South Campus Room TC203 1455 W. Van Alstyne Pkwy Van Alstyne, Texas 75495	Bob Towers Presiding Judge Debbie Reece Alternate Judge
Whitesboro City Hall – Council Chambers 111 W. Main Whitesboro, Texas 76273	Jo Stow Presiding Judge Vicki McComas Alternate Judge
Whitewright Church of Christ – Fellowship Hall 606 S. Carter Whitewright, Texas 75491	Sandra Shaw Presiding Judge Dorothy Carpenter Alternate Judge

Voting times and locations are subject to change.

SECTION 8. That notice of said election shall be given by the Mayor of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before Election Day, and by publishing the caption for this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Texas Election Code.

SECTION 9. That for early voting in person, early voting by mail, election day voting and provisional voting, the following voting equipment will be used: ES&S ExpressVote Universal voting machines (EVS 6.1.1.0); ES&S DS200 Digital Precinct Scanners (EVS 6.1.1.0) - one per polling site for Early Voting; one per polling site for Election Day; ES&S DS450 Digital Central Count Scanner/Tabulator (EVS 6.1.1.0) along with the required ancillary parts and services required for such voting tabulation system.

SECTION 10. That the Early Voting Clerk shall be Tamie Hayes.

SECTION 11. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, by the Early Voting Judge, consisting of a Presiding Judge and additional Clerks.

SECTION 12. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. Two judges will deliver the election returns and will split the \$25.00 pay for that service. No judge may be paid for more than two hours of work before the polls open.

SECTION 13. That Tamie Hayes, County Elections Administrator, is hereby appointed Counting Station Presiding Manager.

SECTION 14. That the election shall be conducted in accordance with the Texas Election Code and other applicable law, and all qualified voters of Sherman shall be eligible to vote at the election.

SECTION 15. The Mayor and City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 16. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause and phrase thereof regardless of whether any one or more sections, subsections, sentences, clauses or phrases may be declared unconstitutional and/or invalid.

SECTION 17. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 18. This order for an election becomes effective immediately upon its passage.

SECTION 19. 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 21st day of August 2023.

ADOPTED on this the 21st day of August 2023.

EFFECTIVE DATE on this the 21st day of August 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 2.

Meeting Date: 08/21/2023

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6631

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 7th day of November, 2023, for the Purpose of the Reauthorization of the Local Sales and Use Tax at the Rate of One-Eighth of One Percent (1/8%) to Continue Providing Revenue for Maintenance and Repair of Municipal Streets; Providing that the Election Shall be Administered by Grayson County, Texas; Designation Early Voting Polling Places and Hours; Ordering Notices of Election to Be Given as Prescribed by Law in Connection with Such Election: Providing for the Appointment of Election Judges; Authorizing the Mayor and City Clerk to Take all Actions Necessary to Comply with Applicable Election Laws

Issue:

To call a Special Municipal Election for November 7, 2023, to consider the reauthorization of the sales and use tax at the rate of one-eighth of one percent (1/8%) to provide revenue for the maintenance and repair of municipal streets

Background:

In compliance with the City Charter and the Election laws for the State of Texas, the City must, by ordinance, call a Special Municipal Election for the first Tuesday after the first Monday in November.

Origination:

Mayor and City Council

Financial Consideration:

Cost for the Election is expected to be approximately \$15,000.

Staff Recommendation:

It is recommended that the City Council consider the ordinance calling the Special Municipal Election for Tuesday, November 7, 2023.

Alternatives:

As this is a Council initiative, no alternatives are recommended.

Attachments

Ordinance No. 6631

ORDINANCE NO. 6631

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 7TH DAY OF NOVEMBER, 2023, FOR THE PURPOSE OF THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX AT THE RATE OF ONE-EIGHTH OF ONE PERCENT (1/8%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING THAT THE ELECTION SHALL BE ADMINISTERED BY GRAYSON COUNTY, TEXAS; DESIGNATING EARLY VOTING POLLING PLACES AND HOURS; DESIGNATING ELECTION DAY POLLING PLACES AND HOURS; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; PROVIDING FOR THE APPOINTMENT OF ELECTION JUDGES; AUTHORIZING THE MAYOR AND CITY CLERK TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH APPLICABLE ELECTION LAWS; 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 (“City Council”) duly authorizes and hereby orders a special election to be held within the City of Sherman, Texas (“Sherman”) on November 7, 2023, for the purpose of the reauthorization of the Local Sales and Use Tax at the rate of one-eighth of one percent (1/8%) to continue providing revenue for maintenance and repair of municipal streets.

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

SECTION 1. That, pursuant to Chapter 327 of the Texas Tax Code, City Council declares that a special election shall be held on the 7th day of November, 2023, at which election the following proposition shall be submitted to all qualified voters:

FOR or AGAINST the following:

PROPOSITION A

“THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF SHERMAN AT THE RATE OF ONE-EIGHTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS. THE TAX EXPIRES ON THE FOURTH ANNIVERSARY OF THE DATE OF THIS ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.”

SECTION 2. That said election shall be administered by Grayson County, Texas in accordance with the Joint Election Agreement executed pursuant to the authority of Resolution No. 7117, passed and approved on the 7th day of August, 2023.

SECTION 3. That the County Elections Administrator shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election in accordance with the Texas Election Code and shall label the same “*Official Ballot*” on which ballot shall be printed “THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF SHERMAN AT THE RATE OF ONE-EIGHTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS. THE TAX EXPIRES ON THE FOURTH ANNIVERSARY OF THE DATE OF THIS ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.”

SECTION 4. That early voting will begin on October 23, 2023, through October 27, 2023, from 8 a.m. to 5 p.m.; on October 28, 2023, from 7:00 a.m. to 7:00 p.m.; on October 29, 2023, from 11:00 a.m. to 5:00 p.m.; and on October 30, 2023, through November 3, 2023, from 7:00 a.m. to 7:00 p.m. Early voting by personal appearance shall be at: Bells City Hall, Council Chambers, 203 S. Broadway, Bells, Texas; Grayson County Election Administration Building, 115 W. Houston, Main Voting Location, Sherman, Texas; Grayson County Sub-Courthouse, J.P. Court Room, 101 W. Woodard, Denison, Texas; St. John the Apostle Episcopal Church, Main Door, 760 W. FM 120, Pottsboro, Texas; Whitesboro City Hall, Council Chambers, 111 W. Main, Whitesboro, Texas; and Grayson College South Campus, Room TC203, 1455 W. Van Alstyne Parkway, Van Alstyne, Texas. The Grayson County Election Administration Building, 115 W. Houston, Sherman, Texas, is designated as the main early voting polling place. Voting times and locations are subject to change. Applications for ballots by mail shall be requested from and mailed to Early Voting Clerk, Elections Administration Building, 115 W. Houston, Sherman, Texas 75090, or faxed to (903) 891-4370 or emailed to votegrayson@co.grayson.tx.us. (If faxed or emailed, the original application must be mailed and received within 4 days.) Applications for ballots by mail must be received no later than the close of business on October 27, 2023.

SECTION 5. That Election Day voting by personal appearance shall be at the following vote centers from 7:00 a.m. until 7:00 p.m.:

<u>LOCATION</u>	<u>JUDGES</u>
Bells City Hall – Council Chambers 203 S. Broadway Bells, Texas 75414	Martha Portman Presiding Judge Billy Jack Portman Alternate Judge

Collinsville Community Center – Main Doors 117 N. Main Collinsville, Texas 76233	Gary Davidson Presiding Judge Sherri Fails Alternate Judge
Grayson College – Baptist Student Ministry (BSM) 6101 Grayson Dr. Denison, Texas 75020	Ramona Popplewell Presiding Judge Susan McManus Alternate Judge
Grayson County Sub-Courthouse, JP Court Room J.P. Courtroom 101 W. Woodard Denison, Texas 75021	Theresa Jones Presiding Judge Jamie Stringfield Alternate Judge
Parkside Baptist Church – South Entrance 301 N. Lillis Lane Denison, Texas 75020	Barbara Hartline Presiding Judge Peggy DeLancy Alternate Judge
Southside Baptist Church – Main Hall 3500 S. Park Denison, Texas 75020	Sue Caylor Presiding Judge Jerri Potter Alternate Judge
Mt. Olive Baptist Church – Gym 1131 S. Scullin Denison, Texas 75020	Debra DeHorney Presiding Judge Rita Williams Alternate Judge
Gordonville Baptist Church Educational Building, East Doors 187 Gordonville Rd. Gordonville, Texas 76245	Helen Hawkins Presiding Judge Dana Tischer Alternate Judge
Gunter First Baptist Church – Main Doors 99 Gentle Creek Lane Gunter, Texas 75058	Fran Mask Presiding Judge Lynn Fletcher Alternate Judge

Howe Community Center – Main Doors 700 W. Haning Howe, Texas 75459	Nancy Nass Presiding Judge Debi Owens Alternate Judge
St. John the Apostle Episcopal Church – Main Doors 760 W. FM 120 Pottsboro, Texas 75076	Johanna Sandlin Presiding Judge Barb Speer Alternate Judge
Sadler Baptist Church – Fellowship Hall 419 S. Main Sadler, Texas 76264	Shirley Covington Presiding Judge Karen Schreiner Alternate Judge
Election Administration Building – East & West Doors 115 W. Houston Sherman, Texas 75090	Jess Davis Presiding Judge Donna Coveny Alternate Judge
Faith Church – West Entrance 1800 N. FM 1417 Sherman, Texas 75092	Mendy Boyer Presiding Judge Dana Speed Alternate Judge
Luella First Baptist Church – Main Door 3162 Hwy 11 Sherman, Texas 75090	Thomas Avalos Presiding Judge Dennis Allen Alternate Judge
Municipal Building – Ballroom 405 N. Rusk Sherman, Texas 75090	Rebecca Lindsey Presiding Judge Cheryl Self Alternate Judge
Texoma Council of Governments Eisenhower Room 1117 Gallagher Drive Sherman, Texas 75090	Donna Fritchman Presiding Judge Rodney Fritchman Alternate Judge

United Way of Grayson County – Main Doors 713 E. Brockett Sherman, Texas 75090	Shari Duncan Presiding Judge Keri Hastings Alternate Judge
Progressive Baptist – Fellowship Hall 1101 E. Houston Sherman, Texas 75090	Wathena Marshall Presiding Judge Stephanie Collins Alternate Judge
Tioga Fire Department – Meeting Room 601 E. Main Tioga, Texas 76271	Randy Barta Presiding Judge Pam Chappell Alternate Judge
Tom Bean First National Bank – Edwards Room 109 S. Britton Tom Bean, Texas 75489	Russell Allen Presiding Judge Ginger Allen Alternate Judge
Grayson College South Campus Room TC203 1455 W. Van Alstyne Pkwy Van Alstyne, Texas 75495	Bob Towers Presiding Judge Debbie Reece Alternate Judge
Whitesboro City Hall – Council Chambers 111 W. Main Whitesboro, Texas 76273	Jo Stow Presiding Judge Vicki McComas Alternate Judge
Whitewright Church of Christ – Fellowship Hall 606 S. Carter Whitewright, Texas 75491	Sandra Shaw Presiding Judge Dorothy Carpenter Alternate Judge

Voting times and locations are subject to change.

SECTION 6. That notice of said election shall be given by the Mayor of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before Election Day, and by publishing the caption for this ordinance at least one time not more than

thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Texas Election Code.

SECTION 7. That for early voting in person, early voting by mail, election day voting and provisional voting, the following voting equipment will be used: ES&S ExpressVote Universal voting machines (EVS 6.1.1.0); ES&S DS200 Digital Precinct Scanners (EVS 6.1.1.0) - one per polling site for Early Voting; one per polling site for Election Day; ES&S DS450 Digital Central Count Scanner/Tabulator (EVS 6.1.1.0) along with the required ancillary parts and services required for such voting tabulation system.

SECTION 8. That the Early Voting Clerk shall be Tamie Hayes.

SECTION 9. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, by the Early Voting Judge, consisting of a Presiding Judge and additional Clerks.

SECTION 10. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. Two judges will deliver the election returns and will split the \$25.00 pay for that service. No judge may be paid for more than two hours of work before the polls open.

SECTION 11. That Tamie Hayes, County Elections Administrator, is hereby appointed Counting Station Presiding Manager.

SECTION 12. That the election shall be conducted in accordance with the Texas Election Code and other applicable law, and all qualified voters of Sherman shall be eligible to vote at the election.

SECTION 13. The Mayor and City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 14. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause and phrase thereof regardless of whether any one or more sections, subsections, sentences, clauses or phrases may be declared unconstitutional and/or invalid.

SECTION 15. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 16. This order for an election becomes effective immediately upon its passage.

SECTION 17. 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 21st day of August 2023.

ADOPTED on this the 21st day of August 2023.

EFFECTIVE DATE on this the 21st day of August 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 3.

Meeting Date: 08/21/2023

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6632

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023"; Specifying the Terms and Features of Said Certificates; Providing for the Payment of Said Certificates of Obligation by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and a Limited Pledge of the Net Revenues from the Operation of the City's Waterworks and Sewer System; Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Certificates, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement; and Providing an Effective Date

Issue:

To consider all matters incident and related to the issuance and sale of City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023 including the adoption of an ordinance authorizing the issuance of such certificates of obligation

Background:

The Council approved the Notice of Intention to Issue Certificates of Obligation at the June 26, 2023 Council Meeting. This Ordinance authorizes the City to actually issue the Certificates, which will be repaid over thirty years. The \$77.75 million in proceeds from the issuance are expected to be received in the middle of September 2023. The source of repayment will be property taxes, although the Certificates call for a pledge of both taxes and water and sewer revenues as security, as is customary.

The proceeds will be used to finance the renovation of Fire Station No. 1, City Hall design and site acquisition, about \$16 million in parks projects including renovations to existing parks, and \$43 million in street projects including Shepherd Road, Lamberth Road, Friendship Road, various roads in the industrial park, Moore Street and Beach Club Blvd.

Consider all matters incident and related to the issuance and sale of "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023", including the adoption of an ordinance authorizing the issuance of such certificates of obligation.

Origination:

City Manager's Office

Financial Consideration:

The cost of issuance will be about \$250,000.00, 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. 6632

Exhibit A

ORDINANCE NO. 6632

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023"; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE NET REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount not to exceed \$77,750,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) the design, construction, renovation, and equipment of parks and recreational facilities, including the acquisition of land and rights-of-way therefor; (b) constructing, improving, extending, expanding, upgrading developing, and equipping streets, roads, bridges, and intersections, including drainage, utility line relocations, sidewalks, entryways, landscaping, lighting, curbs, gutters, and acquisition of land and rights-of-way or other easements; (c) constructing, improving, extending, expanding, upgrading and/or developing drainage improvements, detention ponds, stormwater management and flood control facilities, including the purchase of any land and acquisition of any rights-of-way or other easements therefor; (d) designing, constructing, acquiring, improving and equipping a city hall housing public safety facilities, administrative offices for the city's street and water and sewer utility departments, city council chambers and facilities for various other governmental functions of the City, including purchase of any land and acquisition of any rights-of-way or other easements; (e) constructing, acquiring, purchasing, renovating, improving and equipping public safety facilities, including fire stations and the purchase of any land and acquisition of any rights-of-way or other easements, and (ii) professional services rendered in relation to such projects and the financing thereof, has been duly published in the *Herald Democrat*, a newspaper hereby found and determined to be of general circulation in the City of Sherman, Texas, on July 6, 2023, and July 13, 2023, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (ii) continuously on the City's website for at least forty-five (45) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Clerk or any other official of the City on or prior to the date of the

passage of this Ordinance; and

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purposes for which the Certificates are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, the Council hereby finds and determines the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____, to be designated and bear the title "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) the design, construction, renovation, and equipment of parks and recreational facilities, including the acquisition of land and rights-of-way therefor; (b) constructing, improving, extending, expanding, upgrading developing, and equipping streets, roads, bridges, and intersections, including drainage, utility line relocations, sidewalks, entryways, landscaping, lighting, curbs, gutters, and acquisition of land and rights-of-way or other easements; (c) constructing, improving, extending, expanding, upgrading and/or developing drainage improvements, detention ponds, stormwater management and flood control facilities, including the purchase of any land and acquisition of any rights-of-way or other easements therefor; (d) designing, constructing, acquiring, improving and equipping a city hall housing public safety facilities, administrative offices for the city's street and water and sewer utility departments, city council chambers and facilities for various other governmental functions of the City, including purchase of any land and acquisition of any rights-of-way or other easements; (e) constructing, acquiring, purchasing, renovating, improving and equipping public safety facilities, including fire stations and the purchase of any land and acquisition of any rights-of-way or other easements, and (ii) professional services rendered in relation to such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates are issuable in fully registered form only; shall be dated September 21, 2023 (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on August 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		
2050		
2051		
2052		
5053		

The Certificates shall bear interest on the unpaid principal amounts from the date of their delivery to the initial purchasers, anticipated to be September 21, 2023 (the "Delivery Date") at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months); and such interest shall be payable on February 15 and August 15 of each year, commencing February 15, 2024, until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books 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 Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and 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 City may prescribe. The Mayor or Mayor Pro Tem and City Clerk are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State of Texas, financial institution or other entity duly qualified and legally 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 Certificates, the City 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 Certificates shall be payable at the Stated Maturities or upon prior redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in East Syracuse, New York, or with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business 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 Certificates shall be a Saturday, Sunday, a legal holiday, or a day when 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 when 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 City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 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 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after August 15, 2034, shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2033, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least forty-five (45) days prior to a redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(b) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot or by any other customary method that results in a random selection.

(c) Mandatory Redemption. [The Certificates maturing on August 15, 20__, and August 15, 20__ (the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in the principal amounts as follows:

Term Certificates due August 15, 20__		Term Certificates due August 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	\$	August 15, 20__	\$
August 15, 20__	\$	August 15, 20__	\$
August 15, 20__	\$_____(maturity)	August 15, 20__	\$
		August 15, 20__	\$_____(maturity)

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot, or by any other customary method that results in a random selection, the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificates not selected for prior redemption shall be paid on the date of their Stated Maturity.

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot, or by any other customary method that results in a random selection, the numbers of the Term Certificates within the applicable Stated

Maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificates not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Certificates for a given Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in subparagraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.]

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates 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 ction 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 City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates.

The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate 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 Certificate (other than the Initial Certificate(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 Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

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

All Certificates issued in any transfer or exchange of Certificates 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 City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates 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.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has

been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 21 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

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

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4, and 5 of this Ordinance relating to the payment, transfer, and exchange of the Certificates, the City hereby approves and authorizes the use of "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 the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates 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 Certificate (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 Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 of this Ordinance.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Clerk. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or

obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in **Exhibit B**, 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 **Exhibit B**, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully-registered certificate in the total principal amount stated in Section 1 above with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchasers or the designee thereof. The Initial Certificate(s) shall be 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 purchasers, or the designee thereof. Any time after the delivery of the Initial Certificate(s) and pursuant to written instructions from the initial purchasers, or the designee thereof, the Paying Agent/Registrar shall cancel the Initial Certificate(s) and exchange it for the definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified for such purpose; all pursuant to and in accordance with such written instructions from the initial purchasers, 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 Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in **Exhibit B** attached hereto with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and 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 Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the certificate.

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

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to

the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Obligations" shall mean combination tax and revenue obligations hereafter issued which by their terms are payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Previously Issued Certificates and the Certificates.

(b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term "Certificates" shall mean the "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023" authorized by this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month financial accounting period used by the City in connection with the operation of the System which may be any twelve consecutive month period established by the City.

(f) The term "Government Securities" shall mean (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 City, 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 City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Certificates.

(g) The term "Gross Revenues" shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Prior Lien Obligations and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues.

(h) The term "Net Revenues" shall mean Gross Revenues of the System, with respect to any period, after deducting the System's Operating and Maintenance Expenses during such period.

(i) The term "Operating and Maintenance Expenses" shall mean all current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining "Net Revenues". Depreciation charges shall not be considered Operating and Maintenance Expenses. Operating and Maintenance Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods, services, or facilities for the System to the extent authorized by law and the provisions of such contract.

(j) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 22 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 21 hereof.

(k) The term "Previously Issued Certificates" shall mean the outstanding (1) "City of Sherman, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2016", dated July 15, 2016, originally issued in the principal amount of \$6,970,000, (2) "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2017", dated March 30, 2017, originally issued in the principal amount of \$18,110,000, (3) "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2018", dated September 6, 2018, originally issued in the principal amount of \$18,980,000, (4) "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019", dated May 14, 2019, originally issued in the principal amount of \$19,130,000, and (5) "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021" dated May 18, 2021, originally issued in the principal amount of \$29,025,000.

(l) The term "Prior Lien Obligations" shall mean all revenue bonds or other obligations hereafter issued, payable from and secured, in whole or in part, by a lien on and pledge of all or a portion of the Net Revenues of the System prior to the right and claim on the Net Revenues of the System securing the payment of the Previously Issued Certificates and the Certificates.

(m) The term "System" shall mean all properties, facilities and plants currently owned, operated and maintained by the City for the supply, treatment, transmission and distribution of treated potable water and the collection, treatment and disposal of water carried wastes, together with all future improvements, extensions, enlargements and additions thereto and replacements thereof.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2023 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND", and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account a depository bank of the City. The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Clerk of the City, individually or collectively, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total

amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in the amount of \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Previously Issued Certificates, the Certificates and Additional Obligations, if issued, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease, and shall be on a parity in all respects with the lien on the Net Revenues securing the payment of the Previously Issued Certificates, all in accordance with the terms and provisions hereof. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Chapter 1208 of the Texas Government Code ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues

(excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "Water and Sewer System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

- First: To the payment of reasonable and proper Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues of the System.
- Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.
- Third: To the payment of the limited amount pledged to the payment of the Previously Issued Certificates and the Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the City for payment of the Debt Service Requirements on the Certificates and ad valorem taxes levied, collected and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, or another fund created for the payment of the principal of and interest on any Certificates, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion 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 on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Holder of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this

Ordinance.

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 and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 18: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Subchapter C of Chapter 271, as amended.

(b) Other than for the payment of the Previously Issued Certificates and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 19: Issuance of Prior Lien Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine.

Additionally, the City reserves the right to issue Additional Obligations, without limitation or any restriction or condition being applicable to their issuance under the terms of this Ordinance, payable from and secured by a lien on and pledge of the Net Revenues of the System of equal rank and dignity, and on a parity in all respects, with the lien thereon and pledge thereof securing the payment of the Previously Issued Certificates and the Certificates.

SECTION 20: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 21: Mutilated, Destroyed, Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number

not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City 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 Certificate, 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 City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

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

SECTION 22: Satisfaction of Obligation of City. If the City 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 Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Certificates 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 Certificates or the principal amount(s) thereof at maturity or on a 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 Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall 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 Certificates, 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. In the event of a defeasance of the Certificates, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Certificates. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates 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 Securities 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 Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 23: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and in Section 39 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance 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 City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, 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 Certificates, reduce the principal amount thereof, the redemption price, 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 Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition or rescission.

SECTION 24: Covenants to Maintain Tax-Exempt Status.

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

"Closing Date" means the date on which the Certificates 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 Certificates.

"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 Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"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 Certificates. 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 (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City 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 Certificate 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 City 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 Certificate, the City 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 City shall at all times prior to the last Stated Maturity of Certificates:

(1) 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 Certificates, 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

(2) 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 Certificates 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 City 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 City shall not use Gross Proceeds of the Certificates 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 City shall not at any time prior to the final Stated Maturity of the Certificates 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 Certificates.

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

(g) Information Report. The City 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:

(1) the City 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 Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City 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 City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser 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 City shall pay to the United States from the construction fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates 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.

(4) The City 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 City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, 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 Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance or City Clerk, 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 Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 25: Sale of Certificates. Pursuant to a public sale for the Certificates, the bid submitted by _____ (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the City; such bid is hereby accepted and incorporated herein by reference as a part of this Ordinance for all purposes and the sale of the Certificates to said Purchaser at the price of \$_____ representing ____% of the par value, is hereby approved and confirmed. Delivery of the Certificates to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The terms of sale are hereby declared to be in the best interest of the City.

SECTION 26: Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance or City Clerk, one or more of said officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute said final Official Statement, dated August 21, 2023, in the offering, sale and delivery of the Certificates to the public.

SECTION 27: Proceeds of Sale. The proceeds of sale of the Certificates, [excluding

premium in the amount of \$__] and amounts to pay costs of issuance, shall be deposited in a construction fund maintained at an official depository of the City. 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, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. [Premium in the above amount as well as] all surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 28: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

SECTION 29: Notices to Holders - Waiver. Wherever this Ordinance 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 appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where 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 Certificates. Where this Ordinance 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 30: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 31: Legal Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel") approving the Certificates as to their validity, said opinion to be dated and delivered as

of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The engagement of Bond Counsel as bond counsel to the City is hereby approved, ratified and confirmed.

SECTION 32: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 33: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 34: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 35: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 36: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 37: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 38: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

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.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the City beginning in the year 2023, financial information and operating data with respect to the City of the general type included in Tables 1 through 4 and 6 through 9 in Appendix A of the final Official Statement and (2) within twelve months after the end of each fiscal year of the City beginning in the year 2023, the audited financial statements of the City. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements by the required time and audited financial statements for the applicable fiscal year, when and if the audit report becomes available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Appendix C to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (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 City 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 City 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) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates 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 Certificates, or other material events affecting the tax status of the Certificates;

7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, 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.

For these purposes, (a) any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City 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 City, 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 City, and (b) the City intends the words used in the immediately preceding paragraphs (c)15 and (c)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 City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such 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 City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Certificate calls and defeasance that cause the City 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 Certificates, 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 City 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 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. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE 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.

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

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

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City 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 City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates 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 Ordinance that authorizes such an amendment) of the Outstanding Certificates 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 Certificates. The provisions of this Section may also be amended from time to time or repealed by the City 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 City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof 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: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, and City Clerk 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 City 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 Ordinance and the issuance, sale and delivery of the Certificates. In addition, prior to the delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, City Clerk or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance 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 Certificates by the Attorney General. In the event that any officer of the City 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.

Additionally, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, and City Clerk may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with such officer's facsimile signature instead of the officer's manual signature any written agreement, including a contract, purchase order or surety bond, and any related document, including an application, certificate, or approval. For purposes of this Ordinance, "facsimile signature" means a reproduction of the manual signature of an authorized officer that is made by any method.

SECTION 41: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were related in full in this Section.

SECTION 42: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance 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 Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 43: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[remainder of page left blank intentionally]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of August 2023.

ADOPTED on this the 21st day of August 2023.

EFFECTIVE DATE on this the 21st day of August 2023.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

ATTEST:

BY:

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

**THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY:

RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of August 21, 2023 (this “Agreement”), by and between The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, a banking association duly organized and existing under the laws of the United States of America (the “Bank”) and the City of Sherman, Texas (the “Issuer”),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its “City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023” (the “Securities”), dated September 21, 2023, such Securities scheduled to be delivered to the initial purchasers thereof on or about September 21, 2023; 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 registered owners thereof; all in accordance with this Agreement and the “Authorizing Document” (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 Authorizing Document.

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; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, as amended.

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 which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means Specialized Public Finance Inc.

“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 Authorizing Document).

“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 Authorizing Document.

“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 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 Authorizing Document 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 pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, 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:

Express Delivery

The Bank of New York Trust
Company, N.A.
Institutional Trust Services
2001 Bryan Street, 10th Floor
Dallas, Texas 75201

First Class/Registered/Certified

The Bank of New York Trust
Company, N.A.
Institutional Trust Services
P.O. Box 2320
Dallas, Texas 75221-2320

By Hand

The Bank of New York Mellon
Corporate Trust Window
101 Barclay Street
New York, NY 10286

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 (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, 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 (2) 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 on the dates specified in the Authorizing Document.

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 the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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 Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and 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 cancelled 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 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, 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 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 which 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 Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all 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 provisions of the Authorizing Document, 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 overissuance.

In case any Security shall be mutilated, 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 mutilated, 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, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of 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 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 on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on 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 which 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 thereon.

(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 Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the 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 under this Agreement 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 which 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 account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

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 willful misconduct 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 office of the Issuer is 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 in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 DTC 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 establishes 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 signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference 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 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 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 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 6.09 Entire Agreement. This Agreement and the Authorizing Document 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 Authorizing Document, the Authorizing Document shall govern.

Section 6.10 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 6.11 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 has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which 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 the 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 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating

to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 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.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: _____

Title: _____

Address: 2001 Bryan Street, 10th Floor
Dallas, Texas 75201

CITY OF SHERMAN, TEXAS

By: _____
Mayor

Address: 220 Mulberry Street
Sherman, Texas 75090

Attest:

City Clerk

ANNEX A

EXHIBIT B
FORM OF CERTIFICATES

(a) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS,
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2023

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP No.:	Delivery Date:
September 21, 2023	_____ %	August 15, 20____	_____	September 21, 2023

Registered Owner:

Principal Amount:

The City of Sherman (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Grayson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (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 Certificate appearing below (unless this Certificate 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 Certificate is prior to the initial interest payment date in which case it shall bear interest from the Delivery Date) 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 February 15 and August 15 in each year, commencing February 15, 2024, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance 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 last business 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 registered owner. If the date for a payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when 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 when 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. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the owner hereof and 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.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) the design, construction, renovation, and equipment of parks and recreational facilities, including the acquisition of land and rights-of-way therefor; (b) constructing, improving, extending, expanding, upgrading developing, and equipping streets, roads, bridges, and intersections, including drainage, utility line relocations, sidewalks, entryways, landscaping, lighting, curbs, gutters, and acquisition of land and rights-of-way or other easements; (c) constructing, improving, extending, expanding, upgrading and/or developing drainage improvements, detention ponds, stormwater management and flood control facilities, including the purchase of any land and acquisition of any rights-of-way or other easements therefor; (d) designing, constructing, acquiring, improving and equipping a city hall housing public safety facilities, administrative offices for the city's street and water and sewer utility departments, city council chambers and facilities for various other governmental functions of the City, including purchase of any land and acquisition of any rights-of-way or other easements; (e) constructing, acquiring, purchasing, renovating, improving and equipping public safety facilities, including fire stations and the purchase of any land and acquisition of any rights-of-way or other easements, and (ii) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Certificates maturing on the dates hereinafter identified (the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

Term Certificates due August 15, 20__		Term Certificates due August 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	\$ _____	August 15, 20__	\$ _____
August 15, 20__	\$ _____	August 15, 20__	\$ _____
August 15, 20__	\$ _____ (maturity)	August 15, 20__	\$ _____
		August 15, 20__	\$ _____ (maturity)

The particular Term Certificates of a given Stated Maturity required to be redeemed each redemption date shall be chosen by lot, or by any other customary method that results in a random selection, by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Certificates maturing on and after August 15, 2034, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2033, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum 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 from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner 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 registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates 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 City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a limited pledge of the Net Revenues (as defined in the Ordinance) of the City's combined Waterworks and Sewer System (the "System"), such pledge of the Net Revenues for the payment of the Certificates being limited to an amount of \$1,000 and, together with a parity pledge securing the payment of the Previously Issued Certificates (identified and defined in the Ordinance), being junior and subordinate to the lien on and pledge of the Net Revenues securing the payment of "Prior Lien Obligations" (as defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue Additional Obligations (identified and defined in the Ordinance) payable from the same sources as the Certificates and, together with the Previously Issued Certificates and the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the nature and extent of the pledge of the Net Revenues securing the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledge of the Net Revenues and covenants made in the Ordinance may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, 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 registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates 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 City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner 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 Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City 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 City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 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, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforestated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City.

CITY OF SHERMAN, TEXAS

Mayor

COUNTERSIGNED:

City Clerk

(SEAL)

(b) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(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 Certificate 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)

(c) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates 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 designated offices of the Paying Agent/Registrar located in East Syracuse, New York, is the "Designated Payment/Transfer Office" for this Certificate.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Dallas, Texas

Registration Date:

By _____
Authorized Signature

(d) 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 Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate 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 Certificate in every particular.

(e) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Exhibit, except that the heading and first paragraph of the form of a single fully registered Initial Certificate shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS,
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2023

Certificate Date:
September 21, 2023

Delivery Date:
September 21, 2023

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Sherman (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Grayson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in the years and in principal installments in accordance with the following schedule:

<u>Year of</u>	<u>Principal</u>	<u>Interest</u>
<u>Stated Maturity</u>	<u>Installments</u>	<u>Rate(s)</u>

(Information to be inserted from schedule in Section 2 hereof)

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the Delivery Date at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2024, until maturity or prior redemption. Principal installments of this Certificate are payable at its Stated Maturity or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in East Syracuse, New York (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate 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 last business day of the month next preceding each interest payment date hereof 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 registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when 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 when 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. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and 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.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 4.

Meeting Date: 08/21/2023

Prepared By: Ryan D. Pittman, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6633

Approving a Negotiated Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, Regarding the Company's 2023 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be Set by the Attached Settlement Tariffs to be Just and Reasonable and in the Public Interest; Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Adopting a Savings Clause; Declaring an Effective Date; Requiring Delivery of this Ordinance to the Company and the ACSC's Legal Council

Issue:

Ratification of a Negotiated Settlement between Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company")

Background:

The Rate Review Mechanism ("RRM") tariff was approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. The RRM allows cities to conduct a more comprehensive review of all the information regarding changes to Atmos's revenues and expenses, as well as its invested capital. In 2018, the City adopted a renewed RRM tariff for an additional five years. ACSC and Atmos have reached a negotiated resolution addressing Atmos's eighth filing (the 2022 RRM rate increase) pursuant to the renewed RRM tariff.

The Ordinance reflects a negotiated settlement of Atmos's 2023 RRM filing, a rate increase of \$142 million from ACSC Cities, approximately \$23.9 million less than what the Company would have been entitled to receive under the Gas Reliability Infrastructure Program ("GRIP"), the statute that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The settlement includes an effective date of October 1, 2023. The settlement also produces a result that is better than what would have been expected if the Company had appealed its case to the Railroad Commission. The Ordinance includes the new tariffs, a revised schedule for Pensions and Benefits, and an average bill comparison.

The ACSC General Counsel recommends the City adopt the proposed ordinance approving the negotiated settlement agreement resolving the 2023 RRM filing and implementing the rate changes to take effect October 1, 2023..

Origination:

Thomas Brocato, General Counsel to the ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C.

Financial Consideration:

Approval of this ordinance will result in rates that implement a \$142 million increase in Atmos's revenues effective October 1, 2023, and a monthly increase of \$6.47 or about 7.31% for the average residential customer, and a monthly increase of \$24.72 or about 5.19% for the average commercial customer.

Staff Recommendation:

It is recommended that the City Council adopt the ordinance and approve the Negotiated Settlement with Atmos Mid-Tex.

Alternatives:

As the ACSC Negotiation Team has negotiated the most beneficial settlement, no other alternatives are recommended.

Attachments

Ordinance No. 6633

Tariffs

Pension Benchmark

Average Bill

Staff Report

ORDINANCE NO. 6633

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL; 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 of Sherman, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2023, Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$142 million on a system-wide basis with an Effective Date of October 1, 2023; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset Amount of \$19.5 million;

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

SECTION 1. That the findings set forth in this Ordinance are hereby in all things approved.

SECTION 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2023 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

SECTION 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional

\$142 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

SECTION 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2023 RRM filing.

SECTION 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2023.

SECTION 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of August 2023.

ADOPTED on this the 21st day of August 2023.

EFFECTIVE DATE on this the 21st day of August 2023.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 22.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.48567 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.46724 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 72.00 per month
Rider CEE Surcharge	(\$ 0.02) per month ¹
Total Customer Charge	\$ 71.98 per month
Commodity Charge – All Ccf	\$ 0.18280 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.16437 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7484 per MMBtu ¹
Next 3,500 MMBtu	\$ 0.5963 per MMBtu ¹
All MMBtu over 5,000 MMBtu	\$ 0.2693 per MMBtu ¹

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees

¹ The tiered commodity charges include the base rate amounts of \$0.5684, \$0.4163, and \$0.0893 per MMBtu, respectively, plus Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.1800 per MMBtu until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.5684 per MMBtu
Next 3,500 MMBtu	\$ 0.4163 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0893 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.51	0.1415	88.91	0.7010
Austin	8.87	0.1213	213.30	0.7986
Dallas	12.54	0.2007	185.00	0.9984
Waco	8.81	0.1325	125.26	0.7313
Wichita Falls	10.36	0.1379	122.10	0.6083

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2023 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,434,339	\$ (518,336)	\$ 2,336,419	\$ (2,678,818)	\$ 267,917	
2	Allocation Factor	44.92%	44.92%	78.74%	78.74%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	\$ 409,804
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	78.60%	78.60%	39.63%	39.63%	11.00%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	\$ 506,464		\$ 729,006			\$ 1,235,469
11	Total Post-Employment Benefit Plan		\$ (183,024)		\$ (835,840)		(1,018,864)
12	Total Supplemental Executive Benefit Plan					\$ 29,471	29,471
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 506,464	\$ (183,024)	\$ 729,006	\$ (835,840)	\$ 29,471	\$ 246,076

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
1	<u>Rate R @ 43.6 Ccf</u>				
2	Customer charge	\$ 21.55			
3	Consumption charge 43.6 CCF X \$ 0.36223 =	15.79			
4	Rider GCR Part A 43.6 CCF X \$ 0.63625 =	27.74			
5	Rider GCR Part B 43.6 CCF X \$ 0.41732 =	18.20			
6	Subtotal	\$ 83.28			
7	Rider FF & Rider TAX \$ 83.28 X 0.06237 =	5.19			
8	Total	\$ 88.47			
9					
10	Customer charge		\$ 22.25		
11	Consumption charge 43.6 CCF X \$ 0.48567 =		21.18		
12	Rider GCR Part A 43.6 CCF X \$ 0.63625 =		27.74		
13	Rider GCR Part B 43.6 CCF X \$ 0.41732 =		18.20		
14	Subtotal		\$ 89.37		
15	Rider FF & Rider TAX \$ 89.37 X 0.06237 =		5.57		
16	Total		\$ 94.94	\$ 6.47	7.31%
17					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
18	<u>Rate C @ 356.6 Ccf</u>				
19	Customer charge	\$ 63.50			
20	Consumption charge 356.6 CCF X \$ 0.14137 =	50.41			
21	Rider GCR Part A 356.6 CCF X \$ 0.63625 =	226.86			
22	Rider GCR Part B 356.6 CCF X \$ 0.30202 =	107.69			
23	Subtotal	\$ 448.46			
24	Rider FF & Rider TAX \$ 448.46 X 0.06237 =	27.97			
25	Total	<u>\$ 476.43</u>			
26					
27	Customer charge		\$ 72.00		
28	Consumption charge 356.6 CCF X \$ 0.18280 =		65.18		
29	Rider GCR Part A 356.6 CCF X \$ 0.63625 =		226.86		
30	Rider GCR Part B 356.6 CCF X \$ 0.30202 =		107.69		
31	Subtotal		\$ 471.73		
32	Rider FF & Rider TAX \$ 471.73 X 0.06237 =		29.42		
33	Total		<u>\$ 501.15</u>	<u>\$ 24.72</u>	<u>5.19%</u>
34					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
35	Rate I @ 1720 MMBTU				
36	Customer charge	\$ 1,204.50			
37	Consumption charge 1,500 MMBTU X \$ 0.4939 =	740.85			
38	Consumption charge 220 MMBTU X \$ 0.3617 =	79.64			
39	Consumption charge 0 MMBTU X \$ 0.0776 =	-			
40	Rider GCR Part A 1,720 MMBTU X \$ 6.2134 =	10,688.12			
41	Rider GCR Part B 1,720 MMBTU X \$ 0.6267 =	1,078.08			
42	Subtotal	\$ 13,791.19			
43	Rider FF & Rider TAX \$13,791.19 X 0.06237 =	860.17			
44	Total	<u>\$ 14,651.36</u>			
45					
46	Customer charge		\$ 1,382.00		
47	Consumption charge 1,500 MMBTU X \$ 0.7484 =	1,122.62			
48	Consumption charge 220 MMBTU X \$ 0.5963 =	131.30			
49	Consumption charge 0 MMBTU X \$ 0.2693 =	-			
50	Rider GCR Part A 1,720 MMBTU X \$ 6.2134 =	10,688.12			
51	Rider GCR Part B 1,720 MMBTU X \$ 0.6267 =	1,078.08			
52	Subtotal	\$ 14,402.12			
53	Rider FF & Rider TAX \$14,402.12 X 0.06237 =	898.28			
54	Total	<u>\$ 15,300.40</u>	\$ 649.04	4.43%	
55					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
56	<u>Rate T @ 4720 MMBTU</u>				
57	Customer charge	\$ 1,204.50			
58	Consumption charge 1,500 MMBTU X \$ 0.4939 =	740.85			
59	Consumption charge 3,220 MMBTU X \$ 0.3617 =	1,164.50			
60	Consumption charge 0 MMBTU X \$ 0.0776 =	-			
61	Rider GCR Part B 4,720 MMBTU X \$ 0.6267 =	2,957.85			
62	Subtotal	\$ 6,067.70			
63	Rider FF & Rider TAX \$ 6,067.70 X 0.06237 =	378.45			
64	Total	<u>\$ 6,446.15</u>			
65					
66	Customer charge		\$ 1,382.00		
67	Consumption charge 1,500 MMBTU X \$ 0.5684 =		852.60		
68	Consumption charge 3,220 MMBTU X \$ 0.4163 =		1,340.29		
69	Consumption charge 0 MMBTU X \$ 0.0893 =		-		
70	Rider GCR Part B 4,720 MMBTU X \$ 0.6267 =		2,957.85		
71	Subtotal		\$ 6,532.74		
72	Rider FF & Rider TAX \$ 6,532.74 X 0.06237 =		407.45		
73	Total		<u>\$ 6,940.19</u>	<u>\$ 494.04</u>	<u>7.66%</u>

August 2, 2023

MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2023, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2022, entitled it to additional system-wide revenues of \$165.9 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$156.1 million, \$113.8 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$130.9 million instead of the claimed \$156.1 million.

After several settlement meetings, the parties have agreed to settle the case for \$142 million. This is a reduction of \$23.9 million to the Company’s initial request. This includes payment of ACSC’s expenses. The settlement also includes an additional \$19.5 million for the securitization regulatory asset expenses related to Winter Storm Uri. This was previously approved by the Texas Legislature and Railroad Commission. The Effective Date for new

rates is October 1, 2023. ACSC members should take action approving the Resolution/Ordinance before September 30, 2023.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate \$142 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$6.47 on a monthly basis, or 7.31%. The increase for average commercial usage will be \$24.72 or 5.19%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM.

Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2023, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$42.62	-
DARR:	\$42.55	(\$0.07)
ATM Cities:	\$44.39	\$1.77
Environs:	\$44.27	\$1.65

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$142 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$165.9 million in additional system-wide revenues, the RRM settlement at \$142 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$142 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2023. New rates become effective October 1, 2023.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 5.

Meeting Date: 08/21/2023

Prepared By: Jason Jeffcoat, Assistant Police Chief

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6634

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 8 (Offenses and Nuisances), Article 8.04 (Offenses Involving Public Morals), Division 2 (Curfew Hours for Minors; Repealing Ordinance Nos. 5805, 5995, 6271 and 6557; Repealing the City's Juvenile Curfew Ordinance in Response to House Bill 1819, Effective September 1, 2023; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date

Issue:

To consider Repealing the City's Juvenile Curfew Ordinance in Response to House Bill 1819 Effective September 1, 2023.

Background:

During the 2023 legislative session, the Texas Legislature adopted House Bill 1819 to prohibit a political subdivision such as Sherman from adopting or enforcing an order, ordinance or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age, except for curfews implemented under Chapter 418 of the Texas Government Code for purposes of emergency management. Accordingly, this Ordinance repeals the City's current curfew ordinances.

House Bill 1819 is Effective on September 1, 2023.

Origination:

Police Department

Financial Consideration:

There is no financial impact for this agenda item.

Staff Recommendation:

It is recommended that the City Council Repeal the City's Juvenile Curfew Ordinance in response to House Bill 1819, Effective September 1, 2023.

Alternatives:

None

Attachments

Ordinance No. 6634

TXHB1819

ORDINANCE NO. 6634

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 8 (OFFENSES AND NUISANCES), ARTICILE 8.04 (OFFENSES INVOLVING PUBLIC MORALS), DIVISION 2 (CURFEW HOURS FOR MINORS; REPEALING ORDINANCE NOS. 5805, 5995, 6271 AND 6557; REPEALING THE CITY’S JUVENILE CURFEW ORDINANCE IN RESPONSE TO HOUSE BILL 1819, EFFECTIVE SEPTEMBER 1, 2023; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; 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 (“City Council”) previously adopted a juvenile curfew ordinance as authorized by state law to help protect the public health, safety and welfare of City of Sherman, Texas (“City” or “Sherman”); and

WHEREAS, during the 2023 legislative session, the Texas Legislature adopted House Bill 1819 to prohibit a political subdivision such as Sherman from adopting or enforcing an order, ordinance or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age, except for curfews implemented under Chapter 418 of the Texas Government Code for purposes of emergency management; and

WHEREAS, House Bill 1819 is effective on September 1, 2023; and

WHEREAS, the City Council therefore finds that it is necessary to amend Chapter 8 (Offenses and Nuisances), Article 8.04 (Offenses Involving Public Morals), Division 2 (Curfew Hours for Minors) of the Code of Ordinances, City of Sherman, Texas (“Code of Ordinance”) and to repeal Ordinance Nos. 5805, 5995, 6271 and 6557 to comply with the new state law; and

WHEREAS, Sherman has complied with all legal notices and public hearings as required by law; and

WHEREAS, the City Council finds that adopting this Ordinance is in the best interest of the citizens of Sherman.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amending Chapter 8 (Offenses and Nuisances), Article 8.04 (Offenses Involving Public Morals), Division 2 (Curfew Hours for Minors) of the Code of Ordinances. Chapter 8 (Offenses and Nuisances), Article 8.04 (Offenses Involving Public Morals), Division

2 (Curfew Hours for Minors) of the Code of Ordinances is hereby amended as follows¹:

“ARTICLE 8.04 OFFENSES AND NUISANCES

...

Division 2 Reserved ~~Curfew Hours for Minors~~

~~Sec. 8.04.031 Definitions.~~

~~Curfew hours.~~

- ~~(1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and~~
- ~~(2) 11:59 p.m. on any Friday or Saturday until 6:00 a.m. on any Saturday or Sunday.~~

~~Emergency.~~ ~~An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.~~

~~Establishment.~~ ~~Any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.~~

~~Guardian.~~

- ~~(1) A person who, under court order, is the guardian of the person of a minor; or~~
- ~~(2) A public or private agency with whom a minor has been placed by a court.~~

~~Minor.~~ ~~Any person under seventeen (17) years of age.~~

~~Operator.~~ ~~Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.~~

~~Parent.~~ ~~A person who is:~~

- ~~(1) A natural parent, adoptive parent, or stepparent of another person; or~~
- ~~(2) At least eighteen (18) years of age and authorized by a parent or guardian to have the care and custody of a minor.~~

~~Public place.~~ ~~Any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common~~

¹ Additions are underlined and italicized; deletions are evidenced by strikethrough.

areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Remain. To:

- (1) ~~Linger or stay; or~~
- (2) ~~Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.~~

Serious bodily injury. Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

~~Sec. 8.04.032 Offenses.~~

- (a) ~~A minor commits an offense if he remains in any public place or on the premises of any establishment within the city during curfew hours.~~
- (b) ~~A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.~~
- (c) ~~The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.~~

~~Sec. 8.04.033 Defenses.~~

- (a) ~~It is a defense to prosecution under section 8.04.032 that the minor was:~~
 - (1) ~~Accompanied by the minor's parent or guardian;~~
 - (2) ~~On an errand at the direction of the minor's parent or guardian, without any detour or stop;~~
 - (3) ~~In a motor vehicle involved in interstate travel;~~
 - (4) ~~Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;~~
 - (5) ~~Involved in an emergency;~~
 - (6) ~~On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;~~
 - (7) ~~Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, the Sherman Independent School District, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, the Sherman Independent School District, a civic organization, or another similar entity that takes responsibility for the minor;~~

- ~~(8) Attending a function or event sponsored and supervised by an establishment that prohibits ingress and egress to the establishment during curfew hours and the management of the establishment has registered the function or event with the city at least forty eight (48) hours in advance;~~
 - ~~(9) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or~~
 - ~~(10) Married or had been married or had disabilities of minority removed in accordance with chapter 31 of the Texas Family Code.~~
- ~~(b) It is a defense to prosecution under section 8.04.032(c) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.”~~

SECTION 3: Repealing Ordinance Nos. 5805, 5995, 6271 and 6557. Ordinance Nos. 5805, 5995, 6271 and 6557 are hereby repealed in their entirety. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance, at which time Ordinance Nos. 5805, 5995, 6271 and 6557 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of Ordinance Nos. 5805, 5995, 6271 and 6557 occurring before the effective date of this Ordinance.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 5: Repealing/Savings. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6: Open Meeting. The meeting at which this Ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 7: Effective Date; Publication. This Ordinance shall become effective on September 1, 2023.

[The remainder of this page intentionally left blank.]

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF SHERMAN, TEXAS on this 21st day of August 2023.**

DAVID PLYLER, MAYOR

ATTEST:

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM:
ABERNATHY, ROEDER,
BOYD & HULLETT, P.C.**

RYAN D. PITTMAN, CITY ATTORNEY

AN ACT

relating to the repeal of the authority of political subdivisions to adopt or enforce juvenile curfews.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 45.045(c), Code of Criminal Procedure, is amended to read as follows:

(c) This article does not limit the authority of a court to order a child taken into custody under Article 45.058 ~~[or 45.059]~~.

SECTION 2. Article 45.060(a), Code of Criminal Procedure, is amended to read as follows:

(a) Except as provided by Article ~~[Articles]~~ 45.058 ~~[and 45.059]~~, an individual may not be taken into secured custody for offenses alleged to have occurred before the individual's 17th birthday.

SECTION 3. Section 51.02(15), Family Code, is amended to read as follows:

(15) "Status offender" means a child who is accused, adjudicated, or convicted for conduct that would not, under state law, be a crime if committed by an adult, including:

(A) running away from home under Section 51.03(b) (2);

(B) a fineable only offense under Section 51.03(b) (1) transferred to the juvenile court under Section 51.08(b), but only if the conduct constituting the offense would not have been criminal if engaged in by an adult;

(C) a violation of standards of student conduct as described by Section 51.03(b) (4);

(D) ~~[a violation of a juvenile curfew ordinance or order];~~

~~[(E)]~~ a violation of a provision of the Alcoholic Beverage Code applicable to minors only; or

(E) ~~[(F)]~~ a violation of any other fineable only offense under Section 8.07(a) (4) or (5), Penal Code, but only if the conduct constituting the offense would not have been criminal if engaged in by an adult.

SECTION 4. Section 38.003(a), Government Code, is amended to read as follows:

(a) The judge of a county, justice, or municipal court, in accordance with Section 38.002, may award money from a judicial donation trust fund established under Section 38.001 to eligible children or families who appear before the court for a truancy ~~[or curfew]~~ violation or in another misdemeanor offense proceeding before the court.

SECTION 5. Section 71.0352, Government Code, is amended to read as follows:

Sec. 71.0352. JUVENILE DATA: JUSTICE, MUNICIPAL, AND TRUANCY COURTS. As a component of the official monthly report submitted to the Office of Court Administration of the Texas Judicial System:

(1) a justice court, municipal court, or truancy court shall report the number of cases filed for:

(A) truant conduct under Section 65.003(a), Family Code; and

(B) the offense of parent contributing to nonattendance under Section 25.093, Education Code; and

~~[(C) a violation of a local daytime curfew ordinance adopted under Section 341.905 or 351.903, Local Government Code; and]~~

(2) in cases in which a child fails to obey an order of a justice court, municipal court, or truancy court under circumstances that would constitute contempt of court, the justice court, municipal court, or truancy court shall report the number of incidents in which the child is:

(A) referred to the appropriate juvenile court for delinquent conduct as provided by Article 45.050(c)(1), Code of Criminal Procedure, or Section 65.251, Family Code; or

(B) held in contempt, fined, or denied driving privileges as provided by Article 45.050(c)(2), Code of Criminal Procedure, or Section 65.251, Family Code.

SECTION 6. Chapter 370, Local Government Code, is amended by adding Section 370.007 to read as follows:

Sec. 370.007. JUVENILE CURFEWS PROHIBITED. (a) Notwithstanding any other law, a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.

(b) This section does not apply to a curfew implemented under Chapter 418, Government Code, for purposes of emergency management.

SECTION 7. Section 8.07(e), Penal Code, is amended to read as follows:

(e) A person who is at least 10 years of age but younger than 15 years of age is presumed incapable of committing an offense described by Subsection (a)(4) or (5) [~~other than an offense under a juvenile curfew ordinance or order~~]. This presumption may be refuted if the prosecution proves to the court by a preponderance of the evidence that the actor had sufficient capacity to understand that the conduct engaged in was wrong at the time the conduct was engaged in. The prosecution is not required to prove that the actor at the time of engaging in the conduct knew that the act was a criminal offense or knew the legal consequences of the offense.

SECTION 8. The following provisions are repealed:

- (1) Article 45.059, Code of Criminal Procedure;
- (2) Section 341.905, Local Government Code;
- (3) Section 351.903, Local Government Code; and
- (4) Section 370.002, Local Government Code.

SECTION 9. A violation of a juvenile curfew ordinance or order may not be prosecuted or adjudicated after the effective date of this Act. If on the effective date of this Act a criminal or civil action is pending for a violation of a juvenile curfew ordinance or order, the action is dismissed on that date. However, a final conviction or adjudication for a violation of a juvenile curfew ordinance or order that exists on the effective date of this Act is unaffected by this Act.

SECTION 10. This Act takes effect September 1, 2023.

President of the Senate

Speaker of the House

I certify that H.B. No. 1819 was passed by the House on May 4, 2023, by the following vote: Yeas 114, Nays 28, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 1819 was passed by the Senate on May 17, 2023, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____
Date

Governor



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 6.

Meeting Date: 08/21/2023

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6635

Abandoning a Portion of a Variable Width Drainage Easement Located in USOW Addition, and Being More Particularly Described on the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes, which Variable Width Drainage Easement is Established in Instrument No. 2023-17, Plat Records of Grayson County, Texas

Issue:

To consider the abandonment of a portion of a variable width Drainage Easement located in USOW Addition in the City of Sherman, County of Grayson, Texas

Background:

The portion of said easement, which is filed of record in Instrument No. 2023-17 of the Plat Records of Grayson County, Texas, is not being utilized and is no longer deemed necessary.

Origination:

Property Owner

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the portion of the variable width drainage easement abandonment

Attachments

Ordinance No. 6635

Filed Plat Establishing Easement - USOW Addition

Location Map

ORDINANCE NO. 6635

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF A VARIABLE WIDTH DRAINAGE EASEMENT LOCATED IN USOW ADDITION, AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH VARIABLE WIDTH DRAINAGE EASEMENT IS ESTABLISHED IN INSTRUMENT NO. 2023-17, PLAT RECORDS, GRAYSON COUNTY, 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.

WHEREAS, the City of Sherman, Texas has received a request to a portion of a variable width Drainage Easement, as described herein; and

WHEREAS, the City Council has held a public hearing on the proposed abandonment and the abutting property owner(s) of the proposed abandonment have been notified; and

WHEREAS, the City Council has investigated and determined that all persons who own property adjacent to the easement concur and agree with the proposed abandonment; and

WHEREAS, the City Council has investigated and determined that the easement is no longer needed; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to abandon the City's right and interest in the easement, and that such action will benefit the public generally.

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

SECTION 1. That the portion of a variable width Drainage Easement, and being more particularly described on the Exhibit "A" attached hereto and made a part hereof for all purposes, which Drainage Easement is established in Instrument No. 2023-17, Plat Records of Grayson County, Texas, shall be abandoned.

SECTION 2. That it is the intent of the City Council that the City's rights and interests in such easement is hereby vacated.

SECTION 3. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the public easement or right-of-way, nor does this Ordinance create new rights.

SECTION 4. That the City Clerk is hereby directed to file and record this Ordinance after its adoption in the Official Public Records of Grayson County, Texas.

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.

SECTION 6. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 8. This Ordinance shall become effective immediately upon its passage and adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of August 2023.

ADOPTED on this the 21st day of August 2023.

EFFECTIVE DATE on this the 21st day of August 2023.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

**THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

DRAIANGE EASEMENT ABANDONMENT 0.066 ACRES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the G.W. McGlothin Survey, Abstract No. 827, being a part of the drainage easement dedicated per Final Plat of USOW Sherman Addition to the City of Sherman, as recorded in Doc. No. 2023-17, Plat Records, Grayson County, Texas, along the North line of Lot 1 of said USOW Sherman Addition, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a 1/2 inch rebar found lying in the West line of Frisco Road, a public street, being the Southeast corner of the "called" 100 ft. by 500 ft. tract of land conveyed to USOW, LLC as recorded in Inst. No. 2022-31095, Official Public Records, Grayson County, Texas being the Northeast corner of both said Lot 1 of USOW Sherman Addition and the herein described abandoned easement;

THENCE South 19 deg. 30 min. 33 sec. West, with the West line of said Frisco Road and the East line of said Lot 1 of USOW Sherman Addition, a distance of 33.02 ft. to a point at the beginning of a curve to the left at the Southeast corner of the herein described abandoned easement;

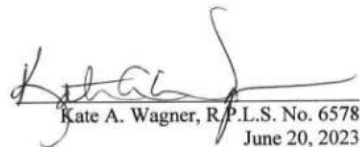
THENCE Northwesterly, over and across said Lot 1 of USOW Sherman Addition with a curve to the left having a radius of 25.00 ft. (chord bears: North 52 deg. 24 min. 03 sec. West, 28.70 ft.) having an arc length of 30.56 ft. to an angle point of the herein described abandoned easement;

THENCE in a Westerly and Northerly direction, continuing over and across said Lot 1 of USOW Sherman Addition, the following calls and distances:

1. North 87 deg. 25 min. 25 sec. West, a distance of 148.01 ft. to the Southwest corner of the herein described abandoned easement;
2. North 02 deg. 39 min. 21 sec. East, a distance of 15.37 ft. to the Northwest corner of the herein described abandoned easement;

THENCE South 87 deg. 20 min. 39 sec. East, with the North line of said Lot 1 of USOW Sherman Addition and the South line of said USOW, LLC 100 ft. by 500 ft. tract, a distance of 181.11 ft. to the **PLACE OF BEGINNING** and containing **0.066 ACRES** of land.




Kate A. Wagner, R.P.L.S. No. 6578
June 20, 2023

Curve Table			
Curve #	Length	Radius	Chord
C1	30.56'	25.00'	70'02'45" N52°24'03"W 28.70'

G.W. McGlothlin Survey
Abstract No. 827
Grayson County, Texas

USOW, LLC
"called" 100 ft. by 500 ft. tract
Inst. No. 2022-31095,
O.P.R.G.C.T.

0.066 Acres/2,873 Sq. Ft.
a portion of drainage easement being abandoned

N87°20'39"W 260.83'
to a 5/8" rebar found

N02°39'21"E
15.37'

S87°20'39"E 181.11'

N87°25'25"W 148.01'

Lot 1

Lot 1

USOW Sherman Addition
City of Sherman, Texas
Inst. No. 2023-17, P.R.G.C.T.

Bearing Base: Grid North, NAD83 Texas
State Plane Coordinate System, North
Central Zone, as derived by
survey-grade Global Positioning System.

P.O.B.
1/2" rebar found

Frisco Road
60 ft. wide asphalt paving w/ conc
curb & gutter
1/2" rebar found
30 ft. wide right-of-way per Vol. 2, Pg. 69

10' utility easement per
Inst. No. 2023-17
to a 1/2" rebar found
S19°30'33"W 251.19'



(IN FEET)
1 inch = 20 ft.

Drainage Easement Abandonment

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 is a true and correct to the best of my knowledge and belief as shown hereon.
Field Notes attached hereto.

Job No. BGS400623

Helvey-Wagner Surveying, Inc.

222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurveying.net
TBPELS Firm Registration No. 10088100

P:\Land Projects BGS\Regist-149-245-Frisco-Road\GWL 3D\Easement Abandonment.dwg 6/20/2023 2:07 PM



Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: June 20, 2023

S. McGlothlin Survey
Abstract No. 808
Grayson County, Texas

Bearing Base: Grid North, NAD83 Texas
State Plane Coordinate System, North
Central Zone, as derived by
survey-grade Global Positioning System.

G.M.F.C. Addition
City of Sherman, Texas
Vol. 2, Pg. 69, P.R.G.C.T.

Sylvester Russell
"called" 500 ft. by 100 ft.
tract of land
Vol. 881, Pg. 370, D.R.G.C.T.
(current ownership per Grayson County
Appraisal District: Juanita Russell)

Lot 1
2.814 Acres
122,575 Sq. Ft.

G.W. McGlothlin Survey
Abstract No. 827
Grayson County, Texas

Corrected Plat of A.A.
Nobles Addition
City of Sherman, Texas
Vol. 1, Pg. 78, P.R.G.C.T.

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

Final Plat
USOW Sherman Addition
to the
City of Sherman
Grayson County, Texas
2.814 Acres

in the

**G.W. McGlothlin Survey
Abstract No. 827 and the
S. McGlothlin Survey
Abstract No. 808**

General Notes:

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
5. Any existing creeks or drainage channels traversing 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 traversed 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 "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48161C0290 F, 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.

Job No. CGS410622

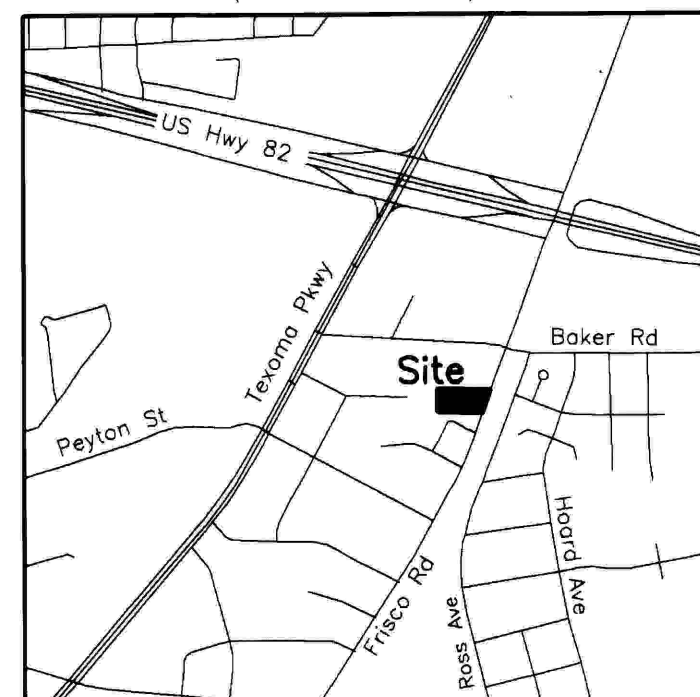
Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191
Email: kate@helveywagnersurveying.net
TBPELS Firm Registration No. 10088100

Owner:
USOW, LLC
780 Tanglewood Trail
Pottsboro, Texas 75076

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 1/25/2023 2:35:51 PM
In the PLAT Records
USOW SHERMAN ADDN
Doc Number: 2023-17
Number of Pages: 2
Amount: 75.00
Order#: 20230125000109
By: KP



Vicinity Map
(not to scale)



FIELD NOTES

SITUATED In the City of Sherman County of Grayson, State of Texas, being a part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808, being all of the 2.814 acre tract of land conveyed by General Warranty Deed from Shadow Tree Lane, LLC to USOW, LLC, A Series LLC on October 28, 2021 and recorded in Instrument No. 2021-38432, Official Public Records, Grayson County, Texas, and being more particularly described as one tract by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found in the West line of Frisco Road, a public road, at the "monumented" Northeast corner of the Corrected Plat of A.A. Nobles Addition to the City of Sherman, Texas, recorded in Volume 1, Page 78, Plat Records, Grayson County, Texas, and the Southeast corner of said USOW, LLC 2.814 ac., SAID rebar bears North 20 deg. 06 min. 45 sec. East, 84.88 ft. from a 1/2 inch rebar found at the Southeast corner of Lot "A" said Nobles Addition;

THENCE North 88 deg. 10 min. 25 sec. West, with the North line of said A.A. Nobles Addition and the South line of said USOW, LLC 2.814 ac., a distance of 189.31 ft. to a 1/2 inch rebar found at the West corner of Lot "B", said Nobles Addition;

THENCE North 88 deg. 27 min. 12 sec. West, continuing with the North line of said A.A. Nobles Addition and the South line of said USOW, LLC 2.814 ac., passing the West line of said G.W. McGlothlin Survey and the East line of said S. McGlothlin Survey and continuing on for a TOTAL distance of 230.57 ft. to a 1/2 inch rebar found in the East line of Lot 8, Highland Park 2nd Addition to the City of Sherman, Texas, recorded in Volume 523, Page 447, Deed Records, Grayson County, Texas, at the "monumented" Northwest corner of said Nobles Addition and the Southwest corner of said USOW, LLC 2.814 ac., SAID rebar bears North 14 deg. 23 min. 18 sec. East, 103.96 ft. from a 1/2 inch rebar found at an angle point in Lot 14, said Nobles Addition;

THENCE North 08 deg. 50 min. 37 sec. East, with the East line of said Highland Park 2nd Addition and the West line of said USOW, LLC 2.814 ac., passing a 6 inch bois d'arc post at a distance of 89.4 ft. and continuing on for a TOTAL distance of 280.84 ft. to a 5/8 inch rebar found at the "monumented" Southwest corner of the "called" 500 ft. by 100 ft. tract of land conveyed to Sylvester Russell, as recorded in Volume 881, Page 370, said Deed Records, at the Northwest corner of said USOW, LLC 2.814 ac.;

THENCE South 87 deg. 20 min. 39 sec. East, with the South line of said Russell tract and the North line of said USOW, LLC 2.814 ac., passing the East line of said S. McGlothlin Survey and the West line of said G.W. McGlothlin Survey and continuing on for a TOTAL distance of 471.94 ft. to a 1/2 inch rebar found in the West line of said Frisco Road, at the "monumented" Southeast corner of said Russell tract and the Northeast corner of said USOW, LLC 2.814 ac.;

THENCE South 19 deg. 30 min. 33 sec. West, with the West line of said Frisco Road and the East line of said USOW, LLC 2.814 ac., a distance of 284.21 ft. to the **PLACE OF BEGINNING** and containing **2.814** ACRES of land

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Kate A. Wagner, R. P. S. No. 6578
Date: 1/16/2023



I, USOW, LLC, sole owner of Final Plat of USOW Sherman Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

Authorized Representative for USOW, LLC
H. Blume Loe, Jr.

AVIGATION RELEASE

WHEREAS, USOW, LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as USOW Sherman Addition, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER's property. Such release shall include, but not be limited to, any damages to the OWNER's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remise and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at USOW Sherman Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this 16th day of January, 2022.

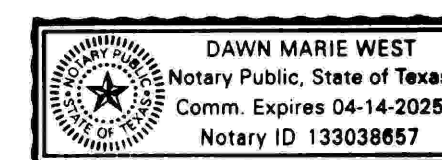
By: H. Blume Loe, Jr.

By: Authorized Representative for USOW, LLC, Owner

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared H. Blume Loe, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 16th day of January, 2022.

Notary Public, Grayson County, Texas



This, the Final Plat of USOW Sherman Addition to the City of Sherman, Texas is hereby approved this 19th day of July, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman: [Signature] Secretary: [Signature]

This, the Final Plat of USOW Sherman Addition to the City of Sherman, Texas is hereby approved this 15th day of August, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: [Signature] 01/19/2023
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing Final plat of USOW Sherman Addition to the City of Sherman, Texas was submitted to the City Council of Sherman, Texas, on the 15th day of August, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS 19th DAY OF January, 2022, BY Linda Ashley
CITY CLERK, CITY OF SHERMAN, TEXAS



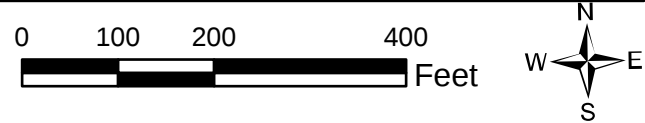
Job No. CGS410622

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191
Email: kate@helveywagnersurveying.net
TBPELS Firm Registration No. 10088100

Owner:
USOW, LLC
780 Tanglewood Trail
Pottsboro, Texas 75076

Final Plat
USOW Sherman Addition
to the
City of Sherman
Grayson County, Texas
2.814 Acres

in the
**G.W. McGlothlin Survey, Abstract No. 827
and the
S. McGlothlin Survey, Abstract No. 808**





City Council Regular Meeting

D. 7.

Meeting Date: 08/21/2023

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6630, 6631, 6632, 6633, 6634 & 6635.

Issue:

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6630

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 7th day of November, 2023, for the Purpose of Electing Two City Council Members (District 2 and District 4); to Fill Expiring Terms; Providing That The Election Shall be Administered by Grayson County, Texas; Designation Early Voting Polling Places and Hours; Designation Election Day Polling Places and Hours; Designating Filing Deadlines; Ordering Notices of Election to be Given as Prescribed by Law in Connection with Such Election; Providing for the Appointment of Election Judges; Authorizing the Mayor and City Clerk to Take all Actions Necessary to Comply with Applicable Election Laws

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6631

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 7th day of November, 2023, for the Purpose of the Reauthorization of the Local Sales and Use Tax at the Rate of One-Eighth of One Percent (1/8%) to Continue Providing Revenue for Maintenance and Repair of Municipal Streets; Providing that the Election Shall be Administered by Grayson County, Texas; Designation Early Voting Polling Places and Hours; Ordering Notices of Election to Be Given as Prescribed by Law in Connection with Such Election: Providing for the Appointment of Election Judges; Authorizing the Mayor and City Clerk to Take all Actions Necessary to Comply with Applicable Election Laws

D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6632

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023"; Specifying the Terms and Features of Said Certificates; Providing for the Payment of Said Certificates of Obligation by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and a Limited Pledge of the Net Revenues from the Operation of the City's Waterworks and Sewer System; Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Certificates, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement; and Providing an Effective Date

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6633

Approving a Negotiated Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, Regarding the Company's 2023 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be Set by the Attached Settlement Tariffs to be Just and Reasonable and in the Public Interest; Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's

Reasonable Ratemaking Expenses; Adopting a Savings Clause; Declaring an Effective Date; Requiring Delivery of this Ordinance to the Company and the ACSC's Legal Council

D. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6634

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 8 (Offenses and Nuisances), Article 8.04 (Offenses Involving Public Morals), Division 2 (Curfew Hours for Minors; Repealing Ordinance Nos. 5805, 5995, 6271 and 6557; Repealing the City's Juvenile Curfew Ordinance in Response to House Bill 1819, Effective September 1, 2023; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date

D. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6635

Abandoning a Portion of a Variable Width Drainage Easement Located in USOW Addition, and Being More Particularly Described on the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes, which Variable Width Drainage Easement is Established in Instrument No. 2023-17, Plat Records of Grayson County, Texas



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 08/21/2023

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7118

Authorizing Execution of an Agreement for Right of Way Procurement with the Texas Department of Transportation to Acquire Right of Way (ROW) and Relocate Existing City Utilities Along FM 1417 between SH 56 and W Travis Street in the City of Sherman

Issue:

To execute an Agreement for Right of Way Procurement with the Texas Department of Transportation (TXDOT)

Background:

In 2022, the Texas Transportation Commission awarded funding to finalize the design and complete needed Right of Way Surveying Services for FM 1417 between SH 56 and West Travis Street. The project included improving FM 1417 to match the current expansion project north of SH 56 from a 2-lane to a 4-lane boulevard. The current estimated project cost is about \$45 Million. As a part of this project, an Agreement for Right of Way Procurement is required to allow the City to continue to acquire the needed Right of Way. The City will also be responsible for relocating specific City Utilities along the project corridor. The specific utilities that are required to move have not been finalized but are expected to cost \$750,000, some or all of which will be covered by TXDOT. The total estimated cost included in this Agreement for the needed Right of Way is \$800,000, which is a minimum threshold. The actual budgeted/expected cost is at least \$3 million.

Once the design is finalized, we expect TXDOT to ask for additional funding for construction costs similar to the previous FM 1417 project. Once those details are finalized, the Advance Funding Agreement will be brought back to Council for approval. TXDOT is working to have the project ready for construction by Spring of 2025.

Origination:

Engineering Department

Financial Consideration:

The amount payable for right of way acquisition is \$800,000 and \$750,000 for utility relocations. Funds for this project will be funded partially from both 2018 and 2021 Certificates of Obligation Bond issuance. If additional amounts are needed for ROW acquisition funds will come from 2023 Certificates of Obligation or future bond issues.

Staff Recommendation:

It is the staff's recommendation that the Council authorize the execution of the Agreement for Right of Way Procurement with TxDOT.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 7118

Agreement to Contribute ROW Funds

Location Map (Replace)

RESOLUTION NO. 7118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR RIGHT OF WAY PROCUREMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO ACQUIRE RIGHT OF WAY AND RELOCATE EXISTING CITY UTILITIES ALONG FM 1417 BETWEEN SH 56 AND W TRAVIS STREET IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Agreement to Contribute Right of Way Funds with the Texas Department of Transportation to Acquire Right of Way and Easements along FM 1417 in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of August 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

County: Grayson
District: Paris
ROW CSJ # 2455-01-042
CCSJ # 2455-01-036
Federal Project #N/A
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR RIGHT OF WAY PROCUREMENT

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

WITNESSETH

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

WHEREAS, Texas Transportation Code § 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on **FM 1417 from SH 56 to 0.3 Mi S of OB Groner Road**, this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

WHEREAS, 43 Texas Administrative Code §15.55 defines the Local Government's **minimum** cost participation in acquiring the right of way and relocating or adjusting eligible utilities for the proper improvement of the State Highway System; and

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

NOW THEREFORE, the State and the Local Government do agree as follows:

AGREEMENT

1. Agreement Period

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

2. Termination

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. General

- A. Except as otherwise provided in Sections 4, 11, and Exhibit C, the Local Government agrees to proceed with acquisition of right of way at the Local Government's sole cost and expense in accordance with the provisions set out in Attachment C, and the other provisions of this Agreement which are not in conflict with Attachment C.
- B. The State and the Local Government agree that acquisition of this right of way shall be in accordance with the *Texas Department of Transportation Right of Way Manual* and all applicable federal and state laws governing the acquisition of real property.
- C. It is understood that the terms of this agreement shall apply to new right of way, authorized and requested by the State, which is needed and not yet dedicated, in use, or previously acquired in the name of the State or Local Government for highway, street, or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.
- D. It is further understood that if unusual circumstances develop in the right of way acquisition and they are not clearly covered by the terms of this agreement, those unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

4. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties are shown in Attachment C. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. If Federal funding is included, the State and the Federal Government will not reimburse the Local

Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** The Project cost estimate in Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property and (2) costs of utility work.
- D.** The State will be responsible for securing the Federal and State share of the funding required for the development of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F.** In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- G.** If the Local government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

- H. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- I. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

5. Location Surveys and Preparation of Right of Way Data

The State Government will perform the necessary preliminary engineering and surveying. The Local Governments will obtain the necessary title investigation in order to acquire acceptable title to the desired right of way.

6. Determination of Right of Way Values

The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the State and to submit to the State a tabulation of those values, signed by the appropriate Local Government representative. The tabulation shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. This work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values that are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation, including supplemental appraisal work by State employees or by employment of fee appraisers, deemed necessary for determination of values to constitute the basis for State reimbursement. The parties may waive the requirement that the Local Government submit to the State property value determinations for any part of the required right of way by a writing signed by both parties. In instances of a waiver, the State, in its discretion, will make a determination of values to constitute the basis for State reimbursement.

7. Negotiations

The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance that,

together with any curative instruments found to be necessary as a result of the State's title investigation, will properly vest good and indefeasible title in the State for each right of way parcel involved. The Local Government will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate, and forcible detainer. The costs incidental to negotiation, title insurance, closing services, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The costs of relocation assistance as authorized by applicable Federal and State laws will also be the responsibility of the Local Government.

8. Condemnation

Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as follows. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation is to be initiated. Except as set forth elsewhere in this agreement, the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth in Article 11 (Excess Takings) and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State when the Local Government conveys the property to the State.

9. Excess Takings

In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When the property is acquired by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that the approved value does not exceed the actual payment made by the Local Government. When the property is acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

10. Improvements

- A.** Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner's desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement that is to be moved by either the Local Government or the owner. If improvements are, in whole or part, a part of the right of way taking and are not retained by the owner, title is to be secured in the name of the State.
- B.** The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building, or similar structure that lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The Local Government shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold will be credited to the cost of the right of way procured and shared with the Local Government.

11. Relocation of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of its own utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government shall be eligible for the reimbursement of the costs of adjusting its own utility facilities in accordance with the laws, regulations, rules, and policies governing utility cost reimbursements. The State at its sole cost and expense shall adjust, remove or relocate all eligible utility facilities that are not owned by the Local Government. The term "utility" under this agreement shall include publicly, privately, and cooperatively owned utilities.

The Local government must obtain advance approval from the State for any variance from established procedures. Before a construction project is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

12. Fencing Requirements

- A.** The Local Government may handle fencing through one of the following methods.
 - 1. The Local Government may pay the property owner for existing right of way fences based on the value those fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated

value of those right of way fences and damages will be included in the recommended value and the approved value; or

2. The Local Government may perform the fencing on the property owner's remaining property.

13. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
City of Sherman	Director of Right of Way Division
Attn: City Manager	Texas Department of Transportation
P.O. Box 1106	125 E. 11 th Street
Sherman, TX 75091-1106	Austin, Texas 78701

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

15. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

16. Legal Construction

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

17. Responsibilities of the Parties

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

18. Compliance with Laws

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

19. Sole Agreement

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

20. Ownership of Documents

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

21. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

22. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a

subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

23. Procurement and Property Management Standards

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

24. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Applicability of Federal Provisions

Articles 29 through 34 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

26. Office of Management and Budget (OMB) Cost Principles

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

27. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-

assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certification

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

29. Lobbying Certification

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

30. Federal Funding Accountability and Transparency Act Requirements

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

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

County: Grayson
District: Paris
ROW CSJ # 2455-01-042
CCSJ # 2455-01-036
Federal Project #N/A
Federal Highway Administration
CFDA # 20.205
Not Research and Development

- B.** If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C.** If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

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

County: Grayson
District: Paris
ROW CSJ # 2455-01-042
CCSJ # 2455-01-036
Federal Project #N/A
Federal Highway Administration
CFDA # 20.205
Not Research and Development

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

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Rose Wheeler
Contracts & Finance Director
Right of Way Division
Texas Department of Transportation

Date

County: Grayson
District: Paris
ROW CSJ # 2455-01-042
CCSJ # 2455-01-036
Federal Project #N/A
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT A RESOLUTION OR ORDINANCE

County: Grayson
District: Paris
ROW CSJ # 2455-01-042
CCSJ # 2455-01-036
Federal Project #N/A
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B LOCATION MAP SHOWING PROJECT

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PROJECT

FARM TO MARKET HIGHWAY 1417
GRAYSON COUNTY, TEXAS

PROJECT NO.

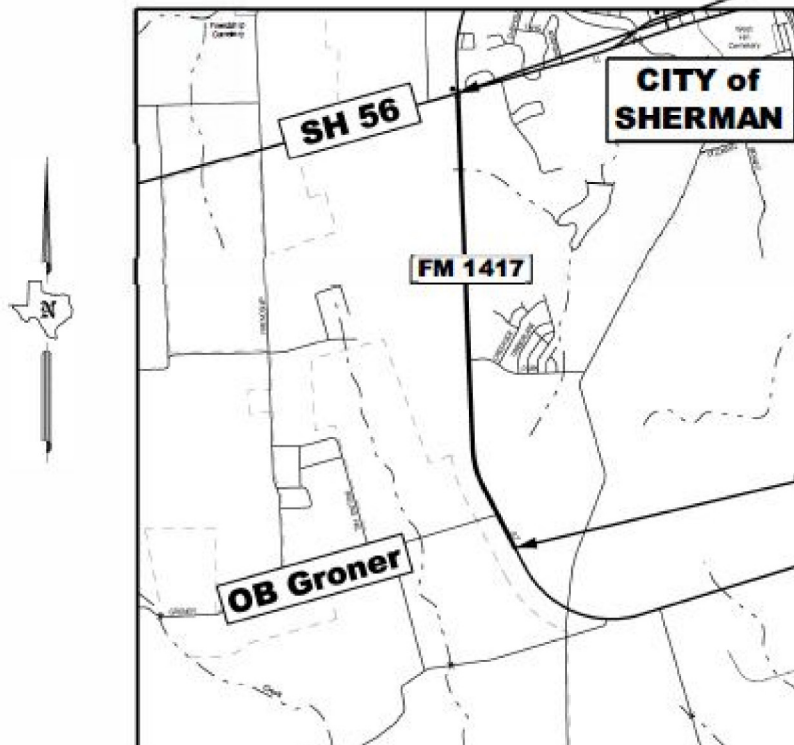
F.M. 1417 CCSJ: 2455-01-036 - RCSJ: 2455-01-042

NET LENGTH OF PROJECT = 12,866.55 FEET = 2.471 MILES

**LIMITS: FROM SH 56 TO 0.3 MILES
SOUTH OF O.B. GRONER RD.**

**BEGIN PROJECT
RCSJ: 2455-01-042**

**ORIG. STA 244+02.96
NEW STA 402+80.29**



**END PROJECT
RCSJ: 2455-01-042**

**ORIG. STA 115+36.41
NEW STA 531+46.84**

County: Grayson
District: Paris
ROW CSJ # 2455-01-042
CCSJ # 2455-01-036
Federal Project #N/A
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT C

PROJECT BUDGET ESTIMATE

County	Grayson
District	Paris District
ROW CSJ #	2455-01-042
CCSJ #	2455-01-036

FM 1417 (City of Sherman)

Federal Project #	
CFDA Title: Highway Planning and Construction	
FHWA CFDA # 20.205	
Federal Highway Administration	
Not Research and Development	

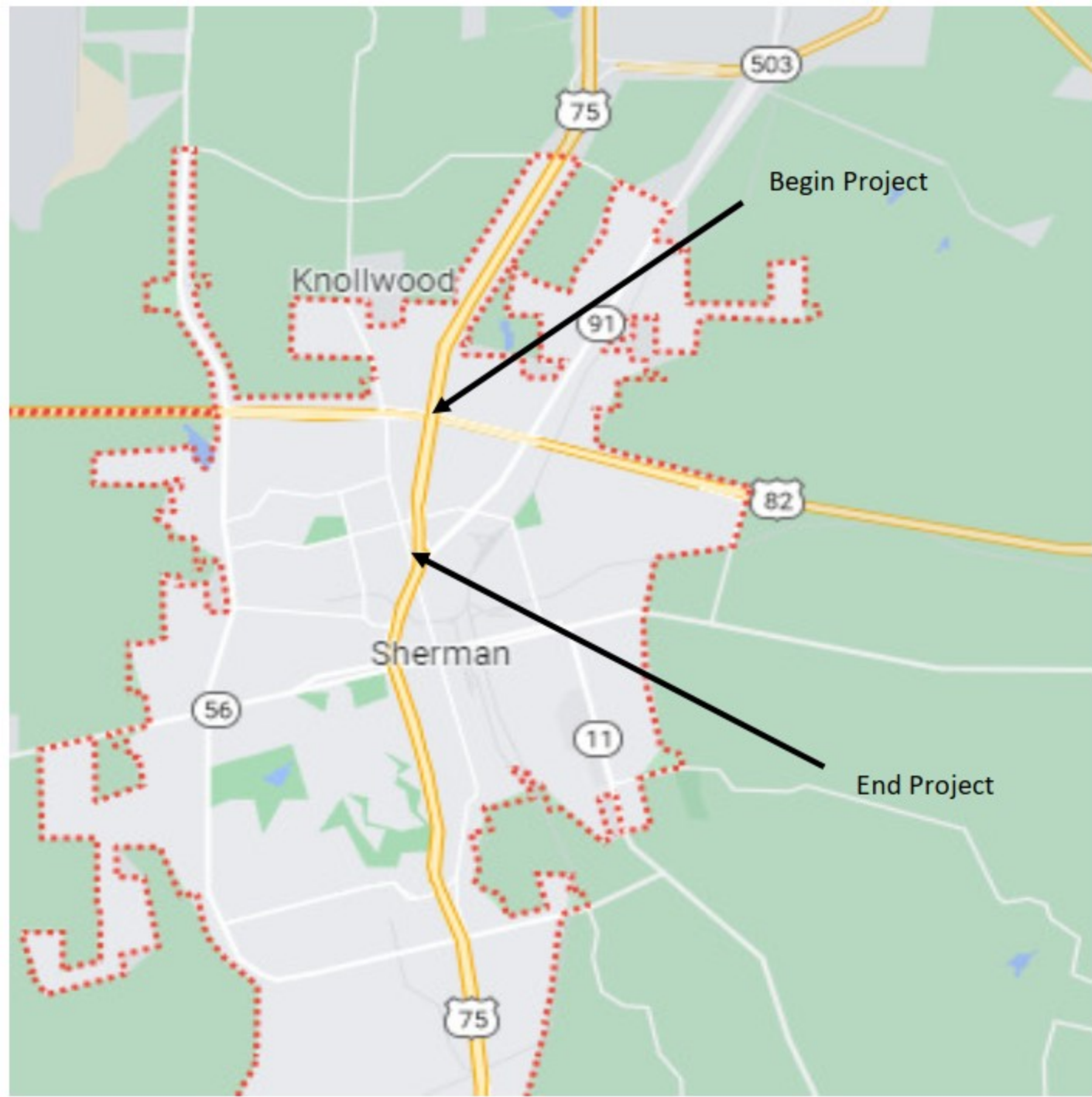
**Standard Contractual Agreement
Local Government Performs Work
Attachment C**

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$800,000.00	0.0%	\$0.00	100.0%	\$800,000.00	100.0%
Reimbursable Utility Adjustments	\$750,000.00	100.0%	\$750,000.00	0.0%	\$0.00	100.0%
	\$0.00	100.0%	\$0.00	0.0%	\$0.00	100.0%
TOTAL	\$1,550,000.00		\$750,000.00		\$800,000.00	

THIS IS AN ESTIMATE.

The final amount of Local Government participation will be based on actual costs.

NOTWITHSTANDING, anything to the contrary set out in the Agreement for Right of Way Procurement to which this Attachment C is a part, all costs and expenses incurred by the Local Government for the acquisition of all right of way (including easements), all costs associated with condemnation proceedings, and all costs associated with relocation of property owners or tenants who have been determined to be displaced (including expenses associated with the relocation of personal property) shall be paid for by the Local Government without reimbursement by the State





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 2.

Meeting Date: 08/21/2023

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7119

Awarding a Bid to and Authorizing Execution of a Contract with Mario Sinacola & Sons Excavating, Inc. based on an Invitation to Bid for the Shepherd Drive From Interurban Parkway to U.S. Highway 75 Project

Issue:

To consider awarding a bid to and authorizing execution of a contract with Mario Sinacola & Sons Excavating, Inc. of Frisco, Texas, based on an invitation to bid for the Shepherd Drive From Interurban Parkway to U.S. Highway 75 Project

Background:

Shepherd Drive is a major arterial which will provide additional vehicle capacity for the growth in the area. The expansion of TI's facilities along with the Shepherds Place development will increase traffic volumes and the need for an arterial roadway with capacity to handle the anticipated traffic demands. This project will expand the current 2-lane asphalt and bar ditch roadway into a 4-lane divided roadway with an extra wide median to allow the road to be expanded to a 6 lane divided roadway in the future.

One (1) bidder responded to the request for bids. The submitted bid was evaluated for completeness of submittal. The bidder provided all necessary documents to verify compliance with the requirements of the bid. The successful bidder is Mario Sinacola & Sons Excavating, Inc. with a bid amount of \$14,611,695.30. The bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

The total cost of this project is \$14,611,695.30.

Staff Recommendation:

It is recommended that the bid be awarded for the Shepherd Drive From Interurban Parkway to U.S. Highway 75 Project to Mario Sinacola & Sons Excavating, Inc. in the amount of \$14,611,695.30. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 7119
Unsigned - Agreement
Bid Tabulation
Location Map

RESOLUTION NO. 7119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MARIO SINACOLA & SONS EXCAVATING, INC. BASED ON AN INVITATION TO BID FOR THE SHEPHERD DRIVE FROM INTERURBAN PARKWAY TO U.S. HIGHWAY 75; 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 Mario Sinacola & Sons Excavating, Inc., of Frisco, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Mario Sinacola & Sons Excavating, Inc., in the amount of Fourteen Million Six Hundred Eleven Thousand Six Hundred Ninety-Five Dollars and Thirty Cents (\$14,611,695.30) for the Shepherd Drive From Interurban Parkway to U.S. Highway 75; and 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 contract with Mario Sinacola & Sons Excavating, Inc., for the construction of the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of August 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and Mario Sinacola & Sons Excavating, Inc., a Corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. **WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents. The Work project is generally described as follows:

Shepherd Drive from Interurban Parkway to U.S. Highway 75

Article 2. **ENGINEER**

The Project has been designed by Kimley-Horn and Associates, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME**

3.1 The Work will be substantially completed and ready for final payment by August 1, 2024 (STA 94+50 to US 75) and September 15, 2024 (~~Complete Project Limits~~ STA 81+00 to STA 94+50) and 120 calendar days after NTMWD work is complete (Western Limit to STA 81+00)⁵, and the date of readiness for final payment is December 31, 2024, as provided in the General Conditions.

3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY \$500.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein, except that the amount of liquidated damages assessed per day shall be \$10,000 for all paving work along Shepherd Drive from TI's West Driveway to US 75 that is not complete such that there is no or insufficient access for deliveries on or before June 1, 2024. Additional time (day(s)) for inclement weather or delay will not be considered on this milestone.

Project shall be at substantial completion on or before August 1, 2024 (STA 94+50 to US 75) and September 15,

2024 (~~Complete Project Limits~~ STA 81+00 to STA 94+50) and 120 calendar days after NTMWD work is complete (~~Western Limit to STA 81+00~~)⁵. Liquidated Damages will be enforced if above condition is not met, and are \$500 per day until substantial completion is met. Additional time (day(s)) for inclement weather or delay will not be considered on this milestone.

~~Project Work~~⁵ shall be complete in full from Station 81+00 to eastern project limits⁵, ~~final completion, and project acceptance shall be obtained⁵~~ on or before December 31, 2024. Liquidated Damages will be enforced if above condition is not met, and are set at an amount equal to \$10,000 per day until the City accepts the project as complete. Additional time (day(s)) for inclement weather will not be considered on that milestone.

Project shall be complete in full, final completion, and project acceptance shall be obtained by the later of 150 calendar days after work is complete on existing 72" NTMWD water line (By Others), or December 31, 2024. Liquidated Damages will be enforced if above condition is not met, and are set at an amount equal to \$500 per day until the City accepts the project as complete. Additional time (day(s)) for inclement weather will not be considered on that milestone.⁵

Article 4. **CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Provisions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that CITY shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. **INTEREST**

If the contract amount of this contract is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

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

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts.
- 7.9 CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The “Contract Documents,” which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Advertisement for Bids
- 8.3 Instructions to Offerors
- 8.4 Certifications Required by Texas Law
- 8.5 Suspension and Debarment Certification
- 8.6 Bid Bond and Bid Bond POA
- 8.7 Statement of Offeror’s Qualifications
- 8.8 Insurance Requirement Affidavit
- 8.9 Bid Submittal
- 8.10 Resolution of Award
- 8.11 Form 1295, Certificate of Interested Parties
- 8.12 Certificate of Insurance
- 8.13 Performance Bond and POA
- 8.14 Payment Bond and POA
- 8.15 Notice to Proceed
- 8.16 Maintenance Bond and POA
- 8.17 Closeout Documents
- 8.18 Davis-Bacon Wage Determinations
- 8.19 Special Provisions
- 8.20 Technical Specification prepared or issued by City of Sherman dated July 2023
- 8.21 Drawings, consisting of sheets numbered 1 through 209, inclusive with each sheet bearing the following general title: Construction Plans for Shepherd Drive from Interurban Parkway to U.S. Highway 75.
- 8.22 Addenda numbers 1 to 6, inclusive.
- 8.23 Documentation submitted by CONTRACTOR prior to Notice of Award, identified as Bid Proposal
- 8.24 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY (“Change Orders”). “Extra” work, “claims” invoiced as “extra” work or “claims” which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council’s authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY’S project managers are authorized to issue Contingency Allowance Authorization but CITY’S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no contract Documents other than those listed above in this Agreement. The Contract Documents

may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS **CITY** AND ITS **CITY COUNCIL** MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “**CITY**” FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY **CONTRACTOR**, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM **CONTRACTOR** IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “**CONTRACTOR**” FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF **CONTRACTOR** IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF **CITY** (COLLECTIVELY, “**CLAIMS**”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “**CLAIMS**” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST **CITY** BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN **CONTRACTOR** AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH **CONTRACTOR**, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS’ COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, **CITY** SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY **CONTRACTOR** IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY **CITY**, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY **CITY** IN WRITING. **CITY** RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, **CITY** IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY **CITY** IS NOT TO BE CONSTRUED AS A WAIVER OF **CONTRACTOR**’S OBLIGATION TO DEFEND **CITY** OR AS A WAIVER OF **CONTRACTOR**’S OBLIGATION TO INDEMNIFY **CITY** PURSUANT TO THIS AGREEMENT. **CONTRACTOR** SHALL RETAIN **CITY**-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF **CITY**’S WRITTEN NOTICE THAT **CITY** IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF **CONTRACTOR** FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, **CITY** SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND **CONTRACTOR** SHALL BE LIABLE FOR ALL COSTS INCURRED BY **CITY**.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

CITY is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

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

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.
- 12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

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

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR: MARIO SINACOLA &

SONS EXCAVATING, INC.

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

10950 Research Road
Frisco, Texas 75033

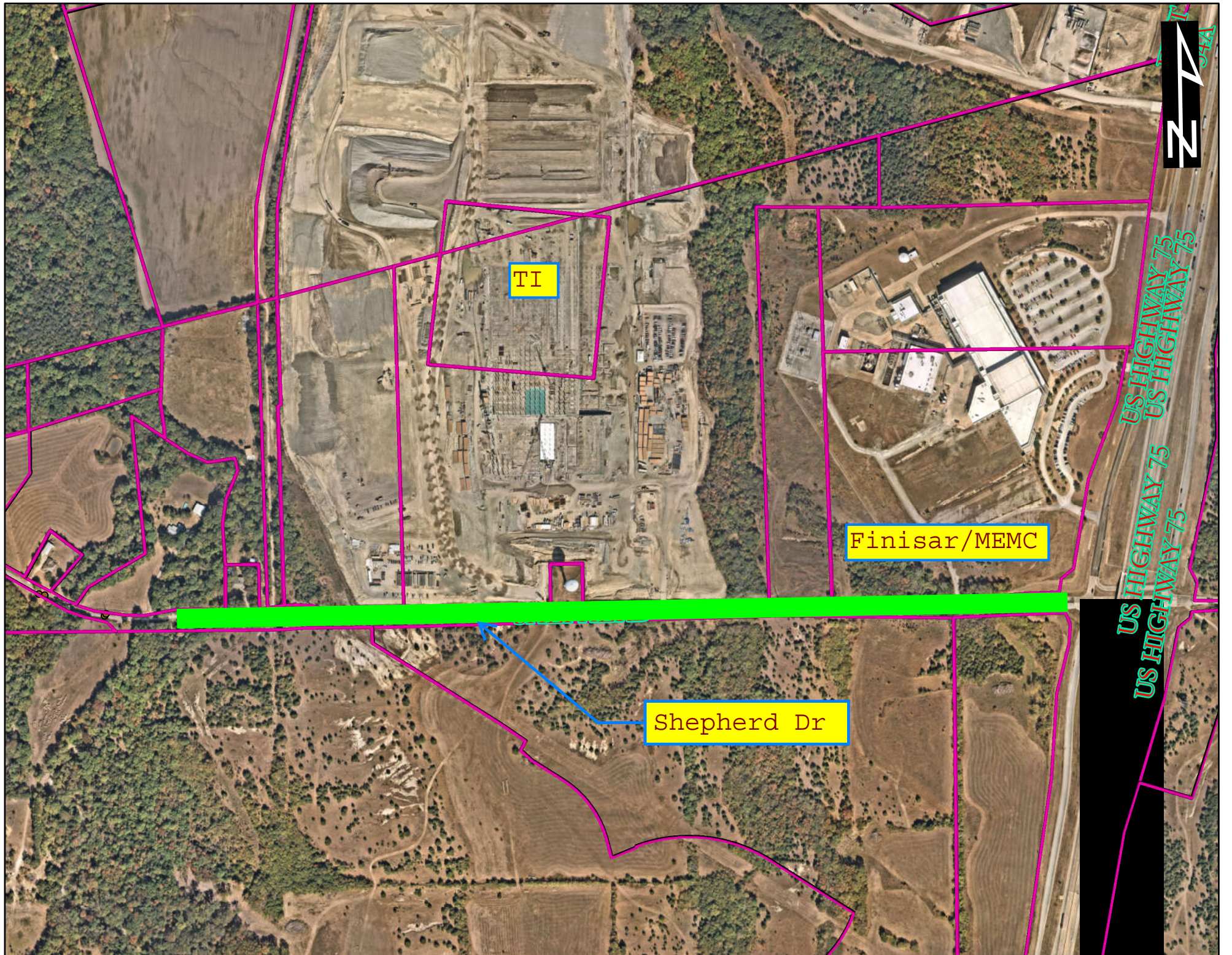
Bid Tabulation**Project:** Shepherd Drive From Interurban Parkway to U.S. Highway 75**Owner:** City of Sherman**Number:** 2023-17**CIP #3099 Bid Number 2023-17****Date:** 8/9/2023**Mario Sinacola & Sons
Excavating, Inc.**

Item	Description	Estimated Quantity		Unit Price	Total Price
Base Bid - Street Improvements					
P1	MOBILIZATION	1	LS	715,000.00	\$715,000.00
P2	PREPARING ROW	1	LS	715,000.00	\$715,000.00
P3	EXCAVATION (ROADWAY & DITCH GRADING)	130,000	CY	5.00	\$650,000.00
P4	EMBANKMENT	70,000	CY	5.00	\$350,000.00
P5	SAWCUT, REMOVE EXISTING ASPHALT PAVEMENT	10,660	SY	6.00	\$63,960.00
P6	SAWCUT, REMOVE EXISTING CONCRETE PAVEMENT	490	SY	15.00	\$7,350.00
P7	REMOVE EXISTING GRAVEL PAVEMENT	610	SY	3.00	\$1,830.00
P8	REMOVE EXISTING METAL BEAM GUARD RAIL	170	LF	15.00	\$2,550.00
P9	REMOVE EXISTING WIRE FENCE	6,250	LF	2.00	\$12,500.00
P10	REMOVE EXISTING PIPE AND CULVERT (ALL SIZES AND MATERIAL)	130	LF	110.00	\$14,300.00
P11	REMOVE EXISTING SHED (WATER TOWER)	1	EA	1,000.00	\$1,000.00
P12	6" LIME TREATED SUBGRADE (SLURRY)	1,815	SY	10.00	\$18,150.00
P13	8" LIME TREATED SUBGRADE (SLURRY)	36,500	SY	10.00	\$365,000.00
P14	LIME (@ 48LB/SY) (SLURRY)	920	TON	316.00	\$290,720.00
P15	8" CEMENT TREATED SUBGRADE (3%) (SLURRY) (US 75)	370	SY	10.00	\$3,700.00
P16	CEMENT (@ 18LB/SY) (SLURRY) (US 75)	3	TON	450.00	\$1,350.00
P17	PRIME COAT (RC-250 OR TxDOT APPROVED EQUAL) (0.2 GAL/SY)	74	GAL	55.35	\$4,095.90
P18	8" FLEXBASE (DRIVEWAYS/HEADERS) (TY A, GRADE 1 OR 2) (INCLUDES EXCAVATION)	390	SY	65.00	\$25,350.00
P19	2" HMAC (TY D) (220LB/SY)	225	TON	164.50	\$37,012.50
P20	2" HMAC (TY C) (220LB/SY) (US 75)	40	TON	245.50	\$9,820.00
P21	4" HMAC (TY B) (440LB/SY)	445	TON	145.50	\$64,747.50
P22	6" HMAC (TY A OR B) (660LB/SY) (US 75)	120	TON	167.45	\$20,094.00
P23	8.5" HMAC (TY A OR B) (935LB/SY) (US 75)	180	TON	161.50	\$29,070.00
P24	9" CONCRETE PAVEMENT (CONT REINF) (CLASS P1 OR P2) (US 75)	270	SY	115.00	\$31,050.00
P25	10" CONCRETE PAVEMENT (CONT REINF) (CLASS P1 OR P2)	33,500	SY	94.00	\$3,149,000.00
P26	6" CONCRETE DRIVEWAY (CLASS P1 OR P2) (INCLUDING SUBGRADE)	320	SY	100.00	\$32,000.00
P27	BRICK PAVERS (STREET)	1,130	SY	63.00	\$71,190.00
P28	BRICK PAVERS (INCLUDING SLAB) (MEDIAN)	30	SY	250.00	\$7,500.00
P29	10" CONCRETE PAVEMENT DROPSLAB (CONT REINF) (CLASS P2) (UNDER PAVERS)	1,050	SY	130.00	\$136,500.00
P29A	6" CONCRETE DRIVEWAY DROPSLAB (CLASS P1 OR P2) (INCLUDING SUBGRADE) (UNDER PAVERS)	80	SY	115.00	\$9,200.00
P30	4" REINFORCED CONCRETE SIDEWALK	2,100	SY	65.00	\$136,500.00
P31	TYPE 7 CURB RAMP	22	EA	2,900.00	\$63,800.00
P32	REINFORCED CONCRETE STREET HEADER	309	LF	45.00	\$13,905.00
P33	PERMANENT BARBED WIRE FENCE (STEEL POST) (FURNISH/INSTALL) (ALLOWANCE)	9,000	LF	6.00	\$54,000.00
P34	METAL BEAM GUARD FENCE (ROUND WOOD POSTS)	500	LF	26.50	\$13,250.00
P35	GUARDRAIL END TREATMENT	2	EA	3,650.00	\$7,300.00
P36	CHAIN LINK FENCE WITH BARBED WIRE (WATER TOWER)	220	LF	50.00	\$11,000.00
P37	GATE WITH BARBER WIRE (14x6) (DOUBLE INCLUSIVE) (WATER TOWER)	1	EA	5,000.00	\$5,000.00
P38	STORM WATER POLLUTION PREVENTION PLAN	1	LS	2,500.00	\$2,500.00
P39	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL/MAINTAIN/REMOVE)	10,100	LF	2.75	\$27,775.00
P40	INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	31	EA	185.00	\$5,735.00
P41	TREE PROTECTION (INSTALL/MAINTAIN/REMOVE)	1	LS	25,000.00	\$25,000.00
P42	ROCK CHECK DAM (INSTALL/MAINTAIN/REMOVE)	330	LF	48.00	\$15,840.00
P43	STABILIZED CONSTRUCTION ENTRANCE (INSTALL/MAINTAIN/REMOVE)	2	EA	6,300.00	\$12,600.00
P44	BARRICADES, SIGNS, AND TRAFFIC HANDLING	1	LS	500,000.00	\$500,000.00

P45	INSTALL SM RD SN SUP&AM TYS80(1)SA(P) (US 75)	12	EA	850.00	\$10,200.00
P46	REMOVE SM RD SN SUP&AM (US 75)	9	EA	150.00	\$1,350.00
P47	INSTALL NEW SIGN AND SIGNPOST ASSEMBLY (CITY DETAIL)	34	EA	525.00	\$17,850.00
P48	REFL PAV MRK TY I (W)4"(BRK)(090MIL)	1,600	LF	1.00	\$1,600.00
P49	REFL PAV MRK TY I (W)4"(SLD)(090MIL)	1,200	LF	0.85	\$1,020.00
P50	REFL PAV MRK TY I (W)6"(BRK)(090MIL)	100	LF	2.00	\$200.00
P51	REFL PAV MRK TY I (W)6"(SLD)(090MIL)	350	LF	1.50	\$525.00
P52	REFL PAV MRK TY I (W)8"(LNDP)(090MIL)	140	LF	5.00	\$700.00
P53	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	3,750	LF	1.50	\$5,625.00
P54	REFL PAV MRK TY I (W)12"(SLD)(090MIL)	1,900	LF	3.00	\$5,700.00
P55	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	500	LF	6.00	\$3,000.00
P56	REFL PAV MRK TY I (W)(ARROW)(090MIL)	36	EA	175.00	\$6,300.00
P57	REFL PAV MRK TY I (W)(WORD)(090MIL)	18	EA	200.00	\$3,600.00
P58	REFL PAV MRK TY I (Y)4"(SLD)(090MIL)	2,000	LF	0.85	\$1,700.00
P59	REFL PAV MRK TY I (Y)8"(SLD)(090MIL)	600	LF	1.50	\$900.00
P60	PAVEMENT SEALER 4"	4,800	LF	0.28	\$1,344.00
P61	PAVEMENT SEALER 6"	450	LF	0.42	\$189.00
P62	PAVEMENT SEALER 8"	4,490	LF	0.56	\$2,514.40
P63	PAVEMENT SEALER 12"	1,900	LF	0.84	\$1,596.00
P64	PAVEMENT SEALER 24"	500	LF	1.68	\$840.00
P65	PAVEMENT SEALER (ARROW)	36	EA	25.00	\$900.00
P66	PAVEMENT SEALER (WORD)	18	EA	25.00	\$450.00
P67	REFL PAV MRKR TY II-C-R	200	EA	5.00	\$1,000.00
P68	REFL PAV MRKR TY II-A-A	75	EA	6.00	\$450.00
P69	RAISED PAV MRKR (4" ROUND BUTTON)	75	EA	4.00	\$300.00
P70	PAV SURF PREP FOR MRK (4")	4,800	LF	0.10	\$480.00
P71	PAV SURF PREP FOR MRK (6")	450	LF	0.15	\$67.50
P72	PAV SURF PREP FOR MRK (8")	4,490	LF	0.20	\$898.00
P73	PAV SURF PREP FOR MRK (12")	1,900	LF	0.25	\$475.00
P74	PAV SURF PREP FOR MRK (24")	500	LF	0.30	\$150.00
P75	PAV SURF PREP FOR MRK (ARROW)	36	EA	10.00	\$360.00
P76	PAV SURF PREP FOR MRK (WORD)	18	EA	10.00	\$180.00
P77	TYPE III BARRICADE (PERMANENT)	164	LF	75.00	\$12,300.00
P78	PROJECT SIGN (TYPICAL LAYOUT)	2	EA	1,500.00	\$3,000.00
P79	LOWER EXISTING FIBER OPTIC CABLE (NTMWD)	0	LS	0.00	\$0.00
P79A	ADJUST EX CATHODIC TEST STATION (NTMWD)	1	EA	5,000.00	\$5,000.00
P80	14" Ø, 0.25" THICK STEEL CASING PIPE (BY OPEN CUT)	110	LF	365.00	\$40,150.00
P81	21" Ø, 0.25" THICK STEEL CASING PIPE (BY OPEN CUT)	132	LF	398.00	\$52,536.00
P82	36" Ø, 0.375" THICK STEEL CASING PIPE (BY OPEN CUT)	518	LF	560.00	\$290,080.00
P83	54" Ø, 0.50" THICK STEEL CASING PIPE (BY OPEN CUT)	221	LF	760.00	\$167,960.00
P83A	TRENCH EXCAVATION PROTECTION (STEEL CASING)	981	LF	10.00	\$9,810.00
P84	PROJECT ALLOWANCE	1	LS	1,000,000.00	\$1,000,000.00
Base Bid Traffic Signal Improvements					
TS1	DRILL SHAFT (TRF SIG POLE) (36 IN)	13	LF	420.00	\$5,460.00
TS2	DRILL SHAFT (TRF SIG POLE) (48 IN)	44	LF	650.00	\$28,600.00
TS3	CONDT (PVC) (SCH 80) (2")	2,005	LF	19.00	\$38,095.00
TS4	CONDT (PVC) (SCH 80) (2")(BORE)	605	LF	39.00	\$23,595.00
TS5	CONDT (PVC) (SCH 80) (3")	45	LF	25.00	\$1,125.00
TS6	CONDT (PVC) (SCH 80) (4")	1,680	LF	28.00	\$47,040.00
TS7	CONDT (PVC) (SCH 80) (4")(BORE)	390	LF	52.00	\$20,280.00
TS8	ELEC CONDR (NO.6) BARE	4,120	LF	2.80	\$11,536.00
TS9	ELEC CONDR (NO.6) INSULATED	30	LF	2.80	\$84.00
TS10	TRAY CABLE (3 CONDR)(12 AWG)	1,270	LF	2.80	\$3,556.00
TS11	GROUND BOX TY D (162922)W/APRON	28	EA	1,200.00	\$33,600.00
TS12	ELC SRV TY D 120/240 060(NS)SS(E)PS(U)	1	EA	12,000.00	\$12,000.00
TS13	INSTALL HWY TRF SIG (ISOLATED)	1	EA	23,000.00	\$23,000.00
TS14	VEH SIG SEC (12")LED(GRN)	6	EA	380.00	\$2,280.00
TS15	VEH SIG SEC (12")LED(GRN ARW)	4	EA	380.00	\$1,520.00
TS16	VEH SIG SEC (12")LED(YEL)	6	EA	380.00	\$2,280.00
TS17	VEH SIG SEC (12")LED(YEL ARW)	5	EA	380.00	\$1,900.00
TS18	VEH SIG SEC (12")LED(RED)	6	EA	380.00	\$2,280.00
TS19	VEH SIG SEC (12")LED(RED ARW)	6	EA	380.00	\$2,280.00

TS20	PED SIG SEC (LED)(COUNTDOWN)	2	EA	900.00	\$1,800.00
TS21	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	5	EA	260.00	\$1,300.00
TS22	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	2	EA	280.00	\$560.00
TS23	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	2	EA	300.00	\$600.00
TS24	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	390	LF	3.00	\$1,170.00
TS25	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	340	LF	4.00	\$1,360.00
TS26	TRF SIG CBL (TY A)(14 AWG)(10 CONDR)	165	LF	6.00	\$990.00
TS27	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	485	LF	8.00	\$3,880.00
TS28	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	215	LF	2.00	\$430.00
TS29	INS TRF SIG PL AM(S)1 ARM(48')LUM & ILSN(POWDER COATED)	1	EA	22,580.00	\$22,580.00
TS30	INS TRF SIG PL AM(S)1 ARM(60')LUM&ILSN(POWDER COATED)	1	EA	48,000.00	\$48,000.00
TS31	INS TRF SIG PL AM(S)1 ARM(65')LUM&ILSN(POWDER COATED)	1	EA	52,000.00	\$52,000.00
TS32	PED POLE ASSEMBLY (12' HEIGHT)(POWDER COATED)	1	EA	3,500.00	\$3,500.00
TS33	PED DETECT PUSH BUTTON (APS)	2	EA	1,000.00	\$2,000.00
TS34	PED DETECTOR CONTROLLER UNIT	1	EA	6,000.00	\$6,000.00
TS35	INSTALL OF LUMINAIRE HEAD (LED)	3	EA	800.00	\$2,400.00
TS36	BBU SYSTEM (EXTERNAL BATT CABINET)	1	EA	8,500.00	\$8,500.00
TS37	VIDEO IMAGING AND RAD VEH DETECTION SYS	1	EA	8,000.00	\$8,000.00
TS38	VID IMAGE AND RADAR DET PROCESSOR SYS	1	EA	12,000.00	\$12,000.00
TS39	VIDEO IMAGING AND RADAR DETECTOR	3	EA	6,000.00	\$18,000.00
TS40	VIDEO IMAGING AND RADAR SET-UP SYS	1	EA	3,000.00	\$3,000.00
TS41	ILSN (LED)(8D)	3	EA	5,800.00	\$17,400.00
Base Bid Storm System Improvements					
D1	18" RCP CLASS III	2,924	LF	128.00	\$374,272.00
D2	18" RCP CLASS IV	39	LF	130.00	\$5,070.00
D3	24" RCP CLASS III	170	LF	150.00	\$25,500.00
D4	24" RCP CLASS IV	13	LF	160.00	\$2,080.00
D5	30" RCP CLASS III	995	LF	175.00	\$174,125.00
D6	36" RCP CLASS III	220	LF	210.00	\$46,200.00
D7	42" RCP CLASS III	290	LF	295.00	\$85,550.00
D8	48" RCP CLASS III	270	LF	340.00	\$91,800.00
D9	8'X8' RCB	560	LF	2,000.00	\$1,120,000.00
D10	TRENCH EXCAVATION PROTECTION (STORM SYSTEM)	5,481	LF	9.00	\$49,329.00
D11	DRY STONE UNGROUTED RIPRAP (18") (PROTECTION STONE)	800	SY	105.00	\$84,000.00
D12	15' STANDARD CURB INLET	5	EA	10,000.00	\$50,000.00
D13	20' STANDARD CURB INLET	23	EA	11,500.00	\$264,500.00
D14	5'X5' AREA INLET	4	EA	8,500.00	\$34,000.00
D15	TYPE A STANDARD STORM SEWER MANHOLE (3'X3')	3	EA	9,350.00	\$28,050.00
D16	TYPE B STANDARD STORM SEWER MANHOLE (4'X4')	3	EA	10,300.00	\$30,900.00
D17	TYPE B STANDARD STORM SEWER MANHOLE (5'X5')	3	EA	13,750.00	\$41,250.00
D18	TXDOT PB WITH PRECAST SLAB LID (5'X5')	3	EA	22,500.00	\$67,500.00
D19	TXDOT PSET-SP (18" RCP)	1	EA	2,500.00	\$2,500.00
D20	TXDOT CH-FW-0 HEADWALL (42" RCP)	1	EA	10,000.00	\$10,000.00
D21	TXDOT CH-FW-0 HEADWALL (48" RCP)	1	EA	12,000.00	\$12,000.00
D22	TXDOT PW-1 HEADWALL (2-8'X8')(HW=13'-9")	2	EA	150,000.00	\$300,000.00
Base Bid - Illumination Improvements					
ILL1	DRILL SHAFT (RDWY ILL POLE)(8 FEET LN X 30 INCHES DIA)	200	LF	320.00	\$64,000.00
ILL2	CONDUIT (PVC)(SCH 40)(2")	4,625	LF	19.00	\$87,875.00
ILL3	ELECTRIC CONDUCTOR (NO. 6) BARE	4,625	LF	2.50	\$11,562.50
ILL4	ELECTRIC CONDUCTOR (NO. 6) INSULATED	9,400	LF	2.50	\$23,500.00
ILL5	GROUND BOX TY C (122311) W/ APRON	25	EA	1,200.00	\$30,000.00
ILL6	ELECTRICAL SERVICE TYPE A (240/480)60(NS)AL(E)PS(U)	1	EA	12,000.00	\$12,000.00
ILL7	INSTALL RD IL (TY SA) 30T-2-2 (250W EQ) LED (POWDER COATED)	25	EA	15,800.00	\$395,000.00
Base Bid - Landscape Improvements					
L1	SOD (ROLL MIN. 24" WIDE)(BERMUDA SOD)	39,700	SY	3.55	\$140,935.00
L2	4" TOPSOIL (BERMUDA SOD)	39,700	SY	1.00	\$39,700.00
L3	HYDROMULCH (BERMUDA SEED)	47,100	SY	0.81	\$38,151.00
Base Bid - Irrigation Improvements					
IRR1	IRRIGATION SLEEVE (PVC)(SCH 40)(4")	760	LF	25.00	\$19,000.00
IRR2	IRRIGATION SLEEVE (PVC)(SCH 40)(6")	760	LF	25.00	\$19,000.00
Base Bid - Water Improvements					
W1	2" PIPE (HDPE PE 4710 POLY) (CTS) (W/ POLY WRAP) (BY OPEN CUT)	2,000	LF	85.00	\$170,000.00

W2	24" PIPE (AWWA, C-905 DR18) (BY OPEN CUT)	410	LF	515.00	\$211,150.00
W2A	8" PIPE (AWWA, C-900 DR18) (BY OPEN CUT)	20	LF	250.00	\$5,000.00
W3	FIRE HYDRANT ASSEMBLY (INCLUDES LEAD AND GATE VALVE)	1	EA	16,500.00	\$16,500.00
W4	24" BUTTERFLY VALVE	3	EA	25,000.00	\$75,000.00
W4A	8" GATE VALVE	1	EA	2,750.00	\$2,750.00
W4B	24" LINE STOP	1	EA	60,000.00	\$60,000.00
W5	INSTALL WATER METER AND SERVICE LINE (CONNECT TO WATER LINE)	2	EA	5,000.00	\$10,000.00
W6	TRENCH EXCAVATION PROTECTION (WATER LINE SYSTEM)	2,430	LF	10.00	\$24,300.00
W7	CONNECT TO EX WATER LINE	5	EA	10,500.00	\$52,500.00
W8	REMOVE EX WATER LINE (18"-24")	390	EA	30.00	\$11,700.00
W9	LOWER EX 24" WATER LINE AT STORM CROSSING	1	EA	95,000.00	\$95,000.00
W10	HYDROSTATIC TESTING AND DISINFECTION	1	LS	5,000.00	\$5,000.00
Base Bid - Sanitary Sewer Improvements					
SS1	12" PIPE (ASTM D2241 SDR-26 CLASS 160 PVC) (BY OPEN CUT)	150	LF	180.00	\$27,000.00
SS1A	24" PIPE (ASTM F679 PS-115 PVC) (BY OPEN CUT)	52	LF	350.00	\$18,200.00
SS1B	24" PIPE (ASTM F679 PS-115 PVC) (BELL RESTRAINED) (WITH 36" CASING SPACERS)	220	LF	475.00	\$104,500.00
SS2	5' DIA CONCRETE MANHOLE	3	EA	21,500.00	\$64,500.00
SS3	TRENCH EXCAVATION PROTECTION (SANITARY SEWER LINE SYSTEM)	422	LF	10.00	\$4,220.00
SS4	ADJUST MANHOLE TO GRADE AND REPLACE LID	1	EA	3,750.00	\$3,750.00
SS5	CONNECT TO EX SANITARY SEWER LINE	1	EA	8,750.00	\$8,750.00
Total Base Bid					\$14,611,695.30





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 3.

Meeting Date: 08/21/2023

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7120

Approving the Greater Texoma Utility Authority's Intention to Award Bid Package 1 Materials to Machining & Valve Automation Services, LLC for the Water Treatment Plant - EDR Rehabilitation

Issue:

Approving the Greater Texoma Utility Authority's (GTUA) Intention to Award Bid Package #1 for the Water Treatment Plant EDR Rehabilitation Project

Background:

On July 18, 2023, Bid Package #1 for materials was advertised for proposals to be pre-procured for the EDR Rehabilitation project. This package included needed valves and pipe connections for the EDR Rehabilitation Project. One proposal was received on August 14, 2023. The City has started the rehabilitation process using as much in-house labor as possible. Because we are not using a General Contractor, there will be several individual Bid Packages throughout the year to procure needed parts and equipment for this project. City staff has worked with and coordinated with the sole bidder and is comfortable supporting GTUA's acceptance of their proposal.

Origination:

Water Treatment Plant

Financial Consideration:

Low bid on this project was \$293,538.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to award Bid Package #1 for the Water Treatment Plant EDR Rehabilitation project.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7120
Letter of Recommendation
Exhibit A

RESOLUTION NO. 7120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE BID PACKAGE 1 MATERIEALS TO MACHINING & VALVE AUTOMATION SERVICES, LLC FOR THE WATER TREATMENT PLANT – EDR REHABILITATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to award the Bid Package 1 (BP#1) to Machining & Valve Automation Services, LLC in the amount of Two Hundred Ninety-Three Thousand Five Hundred Thirty-Eight Dollars and Zero Cents (\$293,538.00) for the Water Treatment Plant – EDR Rehabilitation Project.

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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of August 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

**BY: _____
DAVID PLYLER, MAYOR**

**APPROVED AS TO
FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

**BY: _____
RYAN D. PITTMAN**

August 15, 2023

Mr. Paul Sigle
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

Re: GTUA / City of Sherman Water Treatment Plant EDR Rehabilitation

Dear Mr. Sigle,

This project was advertised as required by state and owner requirements to receive bids on August 14, 2023, at 2:00 PM. Only one bid was received. Attached is the bid form submitted by Machining & Valve Automation Services, LLC (MVA Services) in the amount of \$293,538.00.

MVA Services has been an exceptional supplier of parts and services to Sherman's Water Treatment Plant for over 20 years. It is recommended that GTUA consider awarding this contract to MVA as bid.

Sincerely,

Jim Cross



City of Sherman
Water System Manager
243 La Cima Rd.
Sherman, Texas 75092

COPY: Clint Philpot, Asst City Manager, City of Sherman
Mary Lawrence, Chief Financial Officer, City of Sherman
Tom Pruitt, Engineer, City of Sherman
Monte Dwayne, P.E., Plus Six Engineering, LLC

EXHIBIT A

00 41 13 .01 BID FORM

City of Sherman - Major Infrastructure Improvements Program

WTP EDR Rehabilitation
BP-1 Valves Procurement
Basis of Offer

Item No.	Description	Size	Unit	Quantity	Unit Price	Extended Amount	Required Delivery date	Guaranteed Delivery Date for Equipment
1	ASAHI Type 57P, WAFFER BUTTERFLY VALVE,U-PVC BODY, PP DISC, EPDM SEATS, ANSI CLASS #150 COMPLETE WITH K-TORK, KT-20, DOUBLE ACTING ACTUATOR, ¼ SPEED CONTROLS, MOUNTING BRACKET AND STONEL AXIOM LIMIT SWITCH WIL BUILT IN SOLENOID VALVE.	8-inch	ea.	48	\$2,352.00	\$112,896.00 -	10/9/2023	22-24 Weeks ARO
2	ASAHI Type 57P, WAFFER BUTTERFLY VALVE,U-PVC BODY, PP DISC, EPDM SEAT, ANSI CLASS #150 WITH MANUAL GEAR OPERATOR HANDWHEEL	8-inch	ea.	28	\$1,017.00	\$28,476.00 -	10/9/2023	22-24 Weeks ARO
3	ASAHI Type 21 SOCKET WELD TRUE UNION BALL VALVE, PVC BODY, PP BALL, PTFE SEAT COMPLETE WITH K-TORK MODEL, #KT-10, ACTUATOR, MOUNTING BRACKET AND STONEL AXIOM LIMIT SWITCH WIL BUILT IN SOLENOID VALVE.	1-inch	ea.	8	\$1,779.00	\$14,232.00	10/9/2023	22-24 Weeks ARO
4	ASAHI Type 14 DIAPHRAGM VALVE, FLANGED END CONNECTION, PVC BODY AND BONNET, NEOPRENE DIAPHRAGM, HANDWHEEL OPERATOR.	6-inch	ea.	8	\$4,792.00	\$38,336.00	10/9/2023	22-24 Weeks ARO
5	ASAHI Type 14 DIAPHRAGM VALVE, FLANGED END CONNECTION, PVC BODY AND BONNET, NEOPRENE DIAPHRAGM, HANDWHEEL OPERATOR	2-inch	ea.	4	\$775.00	\$3,100.00	10/9/2023	22-24 Weeks ARO
6	ASAHI Type 14 DIAPHRAGM VALVE, FLANGED END CONNECTION, PVC BODY AND BONNET, NEOPRENE DIAPHRAGM, HANDWHEEL OPERATOR	4-inch	ea.	4	\$1,870.00	\$7,480.00	10/9/2023	22-24 Weeks ARO
7	CLA-VAL MODEL # 790-OBPY (ROLL SEAL PRV) ANSI CLASS 150, FLANGED END CONNECTION, 316 STAINLESS STEEL BODY, NATURAL RUBBER LINER, 65 DUROMETER BRONZE PILOTS, SST TUBING & FITTINGS, 15-75 PSI RANGE.	6-inch	ea.	4	\$5,554.50	\$22,218.00	10/9/2023	22-24 Weeks ARO

EXHIBIT A

00 41 13 .01 BID FORM

City of Sherman - Major Infrastructure Improvements Program

WTP EDR Rehabilitation
BP-1 Valves Procurement
Basis of Offer

Item No.	Description	Size	Unit	Quantity	Unit Price	Extended Amount	Required Delivery date	Guaranteed Delivery Date for Equipment
8	ASAHI Type 57P, WAFFER BUTTERFLY VALVE,U-PVC BODY, PP DISC, EPDM SEATS, ANSI CLASS #150 COMPLETE WITH K-TORK, KT-30 SR (F.C.)SPRING RETURN ACTUATOR, ¼ SPEED CONTROLS, MOUNTING BRACKET AND STONEL AXIOM LIMIT SWITCH WIL BUILT IN SOLENOID VALVE.	8-inch	ea.	8	\$4,088.00	\$32,704.00	10/9/2023	22-24 Weeks ARO
9	ASAHI Type 57P, WAFFER BUTTERFLY VALVE,U-PVC BODY, PP DISC, EPDM SEATS, ANSI CLASS #150 COMPLETE WITH K-TORK, KT-30 SR (F.O.)SPRING RETURN ACTUATOR, ¼ SPEED CONTROLS, MOUNTING BRACKET AND STONEL AXIOM LIMIT SWITCH WIL BUILT IN SOLENOID VALVE	8-inch	ea.	4	\$4,088.00	\$16,352.00	10/9/2023	22-24 Weeks ARO
10	(2) INGERSOLL RAND FULY PACKAGED 7.5HP TWO STAGE T30 RECIPROCATING COMPRESSORS, 2475 BARE, 80V TANK, 230 VOLT SINGLE MOTORS, AUTO START & STOP, START-UP KIT, 3/4 INCH STANDARD INSTALATION KIT FOR COMPRESSORS, (2) D54IN NON-CYCLING REFRIGERATED DRYERS, (2) FA751G GENERAL PURPOSE FILTERS & (2) FA751H HIGH EFFICIENCY FILTERS.		ea.	1	\$17,742.00	\$17,742.00	10/9/2023	22-24 Weeks ARO
Total Amount - Sum of Extended Amounts for Each Line Items 1 through 10						\$ 293,538.00 -		

Notes:

1. Provide initial submittal with technical proposal, formal submittal due no later than 08/31/2023
2. Manufacturer shall maintain manufacturing and delivery milestones outlined.
3. Each bidder shall submit one(1) hard copy of SOV and one (1) digital copy of SOV in excel format as specified in instructions to bidders

\$250 Per day penalty for Not achieving Milestones		
Valves submittals	Milestone 1	8/31/2023
Valves Ready for Delivery	Milestone 2	10/9/2023



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 4.

Meeting Date: 08/21/2023

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7121**

Authorizing Execution of an Encroachment Agreement with RFJ Auto Properties, LLC for the Encroachment of Two (2) Existing Vehicle Canopies and One (1) Existing Building within the Proposed Platted 15-foot Wastewater Easement, Approved by City Council on July 17, 2023, to be Filed in the Plat Records, Grayson County, Texas, Locally Known as 2500 Texoma Parkway in the City of Sherman, Texas

Issue:

To consider executing an encroachment agreement relating to a proposed 15-foot wastewater easement to be filed of record in Texoma Hyundai Addition in the City of Sherman, Texas

Background:

RFJ Auto Properties, LLC, the property owner of 2500 Texoma Parkway, has requested a building permit for the subject property. In the building permit review, it was determined that the property must be platted prior to issuing said building permit. Upon platting, the City has required a 15' Wastewater Easement over the existing wastewater main. Dedicating the required easement will put the existing structures into non-conformance. An Encroachment Agreement will be necessary for the two vehicle canopies and one existing building to remain in their current locations and for the property owner to receive a building permit for their improvement of the property.

Origination:

RFJ Auto Properties, LLC, property owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachments. It is recommended that the encroachment be executed.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7121

Encroachment Agreement with Exhibit - Partially Signed
Exhibit

Proposed Plat - Texoma Hyundai Addition

Location Map

RESOLUTION NO. 7121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO RFJ AUTO PROPERTIES, LLC FOR THE ENCROACHMENT FOR TWO (2) EXISTING VEHICLE CANOPIES AND ONE (1) EXISTING BUILDING WITHIN THE PROPOSED PLATTED 15-FOOT WASTEWATER EASEMENT, APPROVED BY CITY COUNCIL ON JULY 17, 2023, TO BE FILED IN THE PLAT RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 2500 TEXOMA PARKWAY IN THE CITY OF SHERMAN; 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 agreement for the encroachment for two (2) existing vehicle canopies and one (1) existing building within a proposed 15-foot Wastewater Easement, approved by City Council on July 17, 2023, to be filed in the Plat Records, Grayson County, Texas, locally known as 2500 Texoma Parkway in the City of Sherman, as shown on the 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.

DULY PASSED AND APPROVED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of August 2023.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

ATTEST:

BY:

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

**THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY:

RYAN D. PITTMAN, CITY ATTORNEY

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 DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and RFJ AUTO PROPERTIES, LLC ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Texoma Hyundai Addition ("Plat"), approved by the Sherman City Council on July 17, 2023, to be filed in the Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a fifteen-foot Wastewater Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain two (2) existing vehicle canopies and one (1) existing building ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, within the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.
2. Location of Encroaching Facility. City hereby grants a nonexclusive license to Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair

the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.
4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such

maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.
6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.
7. **INDEMNIFICATION.** LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND

AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

IN ITS SOLE DISCRETION, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY OR FRANCHISEE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR FRANCHISEE IN WRITING. CITY AND FRANCHISEE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY AND FRANCHISEE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY OR FRANCHISEE IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND CITY OR FRANCHISEE OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY CITY OR FRANCHISEE PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN CITY-APPROVED OR FRANCHISEE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S OR FRANCHISEE'S WRITTEN NOTICE THAT CITY OR FRANCHISEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY LICENSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY OR FRANCHISEE.

THE PROVISIONS OF THIS SECTION 7 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, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. No "Permit." NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Default/Remedies. If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.

10. Miscellaneous Provisions.

a. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to City, addressed to it at:

City of Sherman

Attention: Wayne E. Lee, P.E., CFM, Director of Engineering

220 W. Mulberry St.

Sherman, TX 75091

Telephone: (903) 892-7327

Email: waynel@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.

Attention: Ryan D. Pittman

1700 Redbud Blvd., Suite 300

McKinney, Texas 75069

Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:

RFJ Auto Properties, LLC
Attn: John Russ
4401 Colwick Road
Charlotte, NC 28211

- b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
- c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- d. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.
- f. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

- h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.
- j. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

LICENSEE:

RFJ AUTO PROPERTIES, LLC

By:  _____
John Russ, Vice President
Date: 7/26/23 _____

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Robby Hefton, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

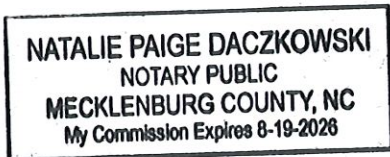
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

Notary Public in and for the State of Texas
My Commission Expires: _____

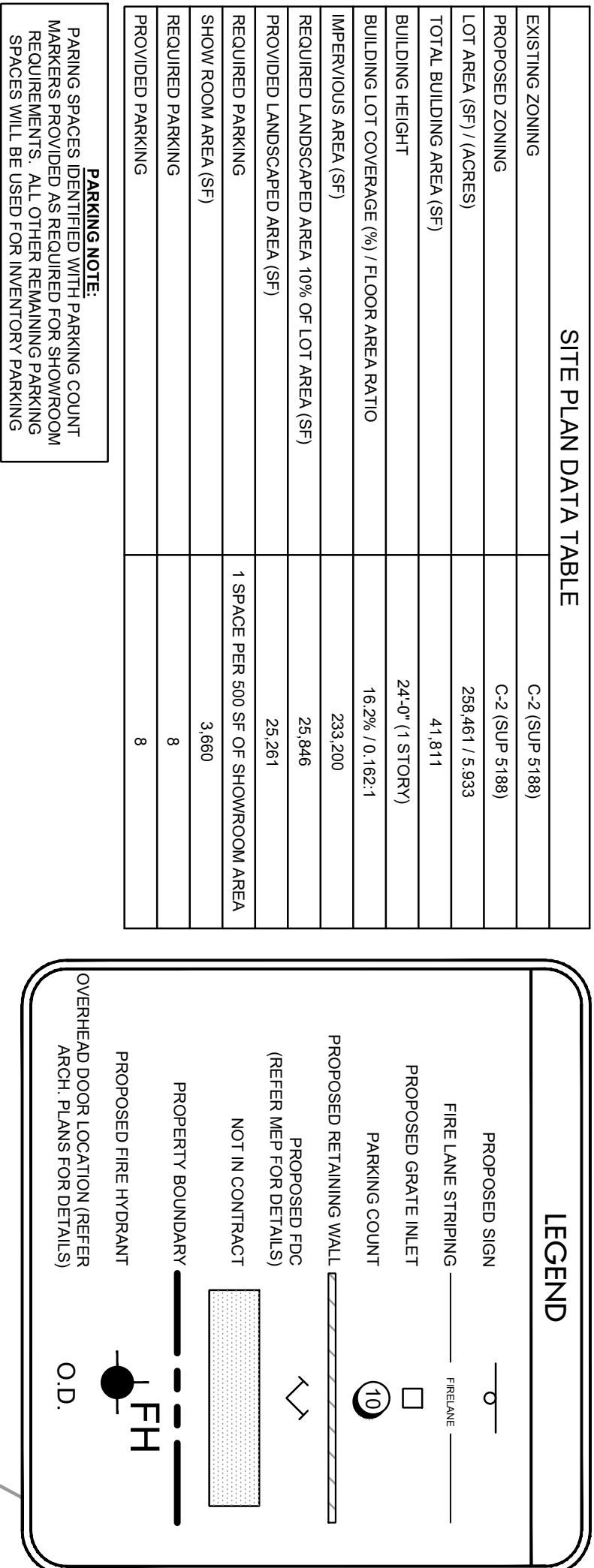
~~NORTH CAROLINA~~
~~STATE OF TEXAS~~ §
 §
~~MECKLENBURG~~ §
COUNTY OF ~~GRAYSON~~ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of JULY, 2023.



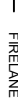
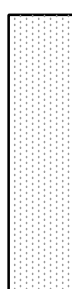

Notary Public in and for the State of ~~Texas~~ NORTH CAROLINA
My Commission Expires: 08/19/2026



SITE PLAN DATA TABLE	
EXISTING ZONING	C-2 (SHP 51.88)
PROPOSED ZONING	C-2 (SHP 51.88)
LOT AREA (SF) / (ACRES)	259,467 / 5.933
TOTAL BUILDING AREA (SF)	41,911
BUILDING HEIGHT	24'-0" (1 STORY)
BUILDING LOT COVERAGE (%) / FLOOR AREA RATIO	16.2% / 0.162-1
IMPERVIOUS AREA (SF)	223,200
REQUIRED LANDSCAPED AREA - 10% OF LOT AREA (SF)	25,461
PROVIDED LANDSCAPED AREA (SF)	25,461
REQUIRED PARKING	1 SPACE PER 500 SF OF SHOWROOM AREA
SHOW ROOM AREA (SF)	3,860
REQUIRED PARKING	8
PROVIDED PARKING	8

PARKING NOTE:
PARKING SPACES IDENTIFIED WITH PARKING COUNT MARKERS PROVIDED AS REQUIRED FOR SHOWROOM REQUIREMENTS. ALL OTHER REMAINING PARKING SPACES WILL BE USED FOR INVENTORY PARKING

LEGEND

PROPOSED SIGN	
FIRE LANE STRIPING	
PROPOSED GRATE INLET	
PARKING COUNT	
PROPOSED RETAINING WALL	
PROPOSED FOC (REFER WEP FOR DETAILS)	
NOT IN CONTRACT	
PROPERTY BOUNDARY	

PROPOSED LIFE HYDRANT

LFH

EAD DOOR LOCATION (REFER
ARCH. PLANS FOR DETAILS)

[illegible]

TEXOMA HYUNDAI
LOT 1, BLOCK 1,
TEXOMA HYUNDAI ADDITION
R. HENDRIX SURVEY
ABS. NO. 504
(5.933 AC)
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

Sonic
Automotive

4401 COL WICK ROAD
CHARLOTTE, NC 28211
704-556-2400

P R E L I M I N A R Y
F O R R E V I E W O N L Y
T H E S E D O C U M E N T S A R E F O R
D E S I G N R E V I E W O N L Y A N D
N O T I N T E N D E D F O R T H E
P U R P O S E S O F C O N S T R U C T I O N ,
B I D D I N G O R P E R M I T . T H E Y
W E R E P R E P A R E D B Y , O R
U N D E R T H E S U P E R V I S I O N O F :

J E R E M Y B . N E L S O N
P . E . # 1 3 8 7 4 0
D A T E : 0 1 / 2 7 / 2 0 2 3



Kirkman
ENGINEERING

KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEEVILLE, TX 76034
TEXAS FIRM NO. 15674

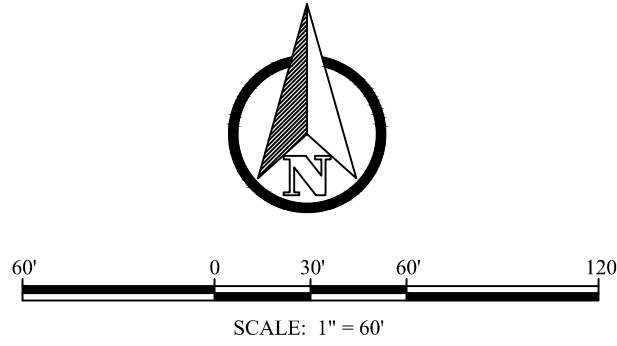
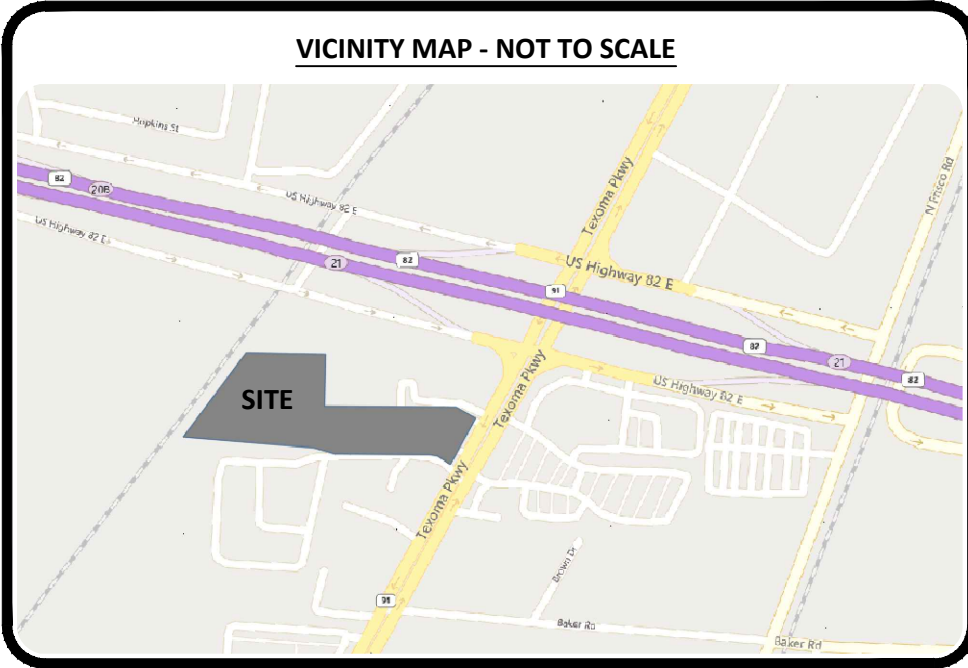
ISSUE DATE: 01/27/2023

JOB NUMBER: 5AGG2002

SITE PLAN

SHEET:
C3.0

SURVEY PREPARED BY BARTON CHAPA SURVEYING, LLC, 5200 STATE HIGHWAY 121, COLLEYVILLE, TX, 76034
DRAWING # 2022-001-291



LEGEND OF ABBREVIATIONS

- D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TEXAS
- P.R.G.C.T. PLAT RECORDS, GRAYSON COUNTY, TEXAS
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
- DOC.# DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET

SURVEYOR'S NOTES:

- Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), distances are surface with a combined scale factor of 1.00012.
- This property lies within Zone "X" of the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, map no. 48181C0290G, with an effective date of September 1, 2022, via scaled map location and graphic plotting.
- Monuments are found unless specifically designated as set.
- Elevations (if shown) are North American Vertical Datum of 1988 (NAVD '88), same being the vertical datum of the Geodetic Control published by the City of Sherman, Texas.

SURVEYOR'S CERTIFICATE

I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, o hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Date of Plat/Map: **March 9, 2023**

John H. Barton III, RPLS# 6737

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

Notary Public in and for
the State of Texas

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS RFJ AUTO PROPERTIES, LLC is the owner of a tract situated in the R. Hendrix survey, abstract number 504, Grayson County, Texas, being the same tract described in the deed to RFJ Auto Properties, LLC, recorded in Volume 5491, Page 87, Deed Records, Grayson County, Texas, the subject tract being more particularly described as follows (Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83)):

BEGINNING at a 1/2 inch rebar with cap stamped "SARTIN" found at the northwest corner of said RFJ tract, lying on the southeast right-of-way of the MKT Railway Company;

THENCE with the north line of said RFJ tract, the following calls:

- SOUTH 88 degrees 48 minutes 55 seconds EAST, a distance of 310.32 feet to a 1/2 inch rebar with cap stamped "SARTIN" found;
- SOUTH 01 degree 11 minutes 59 seconds WEST, a distance of 202.99 feet to a 1/2 inch rebar with illegible cap found;
- SOUTH 89 degrees 34 minutes 34 seconds EAST, a distance of 514.21 feet to a 2-1/2 inch metal post found;
- SOUTH 60 degrees 51 minutes 42 seconds EAST, a distance of 88.75 feet to a 1/2 inch rebar with cap stamped "BARTON CHAPA" set ("capped rebar set") on the northwest right-of-way of Texoma Parkway (also known as "State Highway #91");

THENCE with the northwest right-of-way of said Texoma Parkway, SOUTH 28 degrees 37 minutes 40 seconds WEST, a distance of 206.83 feet to a Mag nail with orange washer set;

THENCE with the south line of said RFJ tract, the following calls:

- NORTH 55 degrees 53 minutes 46 seconds WEST, a distance of 59.10 feet to a 1/2 inch rebar with cap stamped "4117" found;
- NORTH 81 degrees 09 minutes 55 seconds WEST, a distance of 33.86 feet to a "V" cut found;
- NORTH 89 degrees 32 minutes 36 seconds WEST, a distance of 308.10 feet to a point from which a 1/2 inch rebar found bears NORTH 50 degrees WEST, 0.26 feet;
- NORTH 89 degrees 32 minutes 56 seconds WEST, a distance of 61.58 feet to a 1/2 inch rebar found;
- NORTH 73 degrees 23 minutes 31 seconds WEST, a distance of 84.76 feet to a 2-1/2 inch metal post found;
- NORTH 85 degrees 12 minutes 17 seconds WEST, a distance of 513.20 feet to the southeast right-of-way of said railway, from which a 1/2 inch rebar found bears SOUTH 66 degrees WEST, 0.45 feet;

THENCE with the southeast right-of-way of said railway, NORTH 36 degrees 45 minutes 00 seconds EAST, a distance of 411.26 feet, returning to the **POINT OF BEGINNING** and enclosing 5.933 acres (258,461 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

RFJ AUTO PROPERTIES, LLC does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a home-rule municipality, hereinafter called CITY, and the Sherman Municipal Airport, hereinafter called AIRPORT, and their respective successors and assigns, of and from any and all claims for damages of any kind that RFJ AUTO PROPERTIES, LLC may now have or may hereinafter have in the future by reason of the passage of any and all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereinafter invented, including but not limited to jet, propeller-driven, civil, military, experimental or commercial aircraft and helicopters, regardless of existing or future noise levels, designed or used for the purpose of transporting persons or property through the air, by whoever owned or operated), in the airspace over RFJ AUTO PROPERTIES, LLC's property. Such release shall include, but not be limited to, any damages to RFJ AUTO PROPERTIES, LLC's property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, taking off from, operating at or on, or being maintained at the Sherman Municipal Airport, whether such claim be for injury or death to person or persons or damages to or taking of property.

This Release shall be binding upon RFJ AUTO PROPERTIES, LLC and RFJ AUTO PROPERTIES, LLC's successors, heirs, executors, administrators and assigns, and shall be a covenant running with the land.

Executed this ____ day of _____, A.D. 20 ____.

Owner/Authorized Agent

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

Notary Public in and for
the State of Texas

Certificate of approval by the city planning and zoning commission:

Approved this ____ day of _____, A.D. 20 ____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____ Secretary _____

Certificate of acceptance by the city council:

Accepted by the City Council of the City of Sherman, Texas.

Mayor, City of Sherman, Texas _____ Date _____

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final **LOT 1, BLOCK 1, TEXOMA HYUNDAI ADDITION** plat of Subdivision or Addition to the City of Sherman was submitted to the City Council on the ____ day of ____, 20 ____ and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this ____ day of _____, A.D. 20 ____.

City Clerk, City of Sherman, Texas

FINAL PLAT
LOT 1, BLOCK 1
TEXOMA HYUNDAI ADDITION

5.933 ACRES SITUATED IN THE
R. HENDRIX SURVEY, ABSTRACT #504
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
PREPARED DECEMBER, 2022

ENGINEER/PREPARER



5200 State Highway 121
Colleyville, TX 76034
Phone: 817-488-4960

SURVEYOR

BARTON CHAPA SURVEYING, LLC
5200 State Highway 121
Colleyville, TX 76034
Phone: 817-864-1957
info@bcsdw.com
TBPLS Firm #10194474

OWNER

RFJ AUTO PROPERTIES, LLC
401 WILLOWCREST
ROCKWALL, TX 75032

JOB NO. 2022.001.291

DRAWN: BCS

CHECKED: JHB

TABLE OF REVISIONS

DATE	SUMMARY
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TEXOMA
HYUNDAI

SHERMAN,
TEXAS

SHEET:

VO1

2500 Texoma Parkway





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 5.

Meeting Date: 08/21/2023

Prepared By: Jana Garner, Grants Coordinator

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7122**

Authorizing Submission of a Joint Grant Application with the City of Denison and Grayson County for, and the Acceptance of, a Grant Awarded Under the 2023 Justice Assistance Grant Program - CFDA #16.738

Issue:

Seeking approval to submit a joint grant application with the City of Denison and Grayson County for the 2023 Justice Assistance Grant (JAG) Program and approval to accept the award.

Background:

This is a companion resolution to the Interlocal Agreement with the City of Denison and Grayson County, also on the August 21, 2023, agenda. This resolution authorizes the City to apply for and accept 2023 JAG funding to be used by the Sherman Police Department. The total grant will be \$15,709.00, divided as follows: City of Sherman - \$8,359.15; City of Denison - \$3,215.05; and Grayson County - \$4,134.80.

Origination:

Sherman Police Department

Financial Consideration:

There are no matching requirements for this grant.

Staff Recommendation:

The staff recommends submitting the 2023 JAG application and accepting if awarded.

Alternatives:

The Council could decline this grant opportunity.

Attachments

Resolution No. 7122

RESOLUTION NO. 7122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN JOINT GRANT APPLICATION WITH THE CITY OF DENISON, AND GRAYSON COUNTY FOR, AND THE ACCEPTANCE OF, A GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE 2023 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738; 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the City of Denison and Grayson County for an award of a portion of a total Fifteen Thousand Seven Hundred Nine Dollars and No Cents (\$15,709.00) under the 2023 Justice Assistance Grant, as set forth below and in accordance with the terms and provisions of the Interlocal Agreement attached hereto and incorporated herein for all purposes:

- An award to Grayson County of Four Thousand One Hundred Thirty-Four Dollars and Eighty Cents (\$4,134.80); and
- An award to the City of Denison of Three Thousand Two Hundred Fifteen Dollars and Five Cents (\$3,215.05); and
- An award to the City of Sherman of Eight Thousand Three Hundred Fifty-Nine Dollars and Fifteen Cents (\$8,359.14).

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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF SHERMAN, TEXAS on this the 21st day of August 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF
ABERNATHY, ROEDER, BOYD
& HULLETT, P.C**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 6.

Meeting Date: 08/21/2023

Prepared By: Jana Garner, Grants Coordinator

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7123**

Authorizing Execution of an Interlocal Agreement between the City of Sherman, the City of Denison, and Grayson County for Grant Funding to be Awarded by the U.S. Department of Justice under the 2023 Justice Assistance Grant Program – CFDA #16.738

Issue:

Approving an Interlocal Agreement (ILA) with the City of Denison and Grayson County for Justice Assistance Grant (JAG) funding

Background:

This is a companion resolution to a separate agenda item authorizing submission of an application for the 2023 JAG grant, which is also on the August 21, 2023 agenda. Execution of an ILA with the City of Denison and Grayson County is one of the required components of the joint grant application to be submitted under the U.S. Department of Justice's 2023 Justice Assistance Grant Program. If awarded, the total grant will be \$15,709.00 of which the City of Sherman's portion would be \$8,359.15 to be used for the purchase of prevention and education programs; the City of Denison's portion would be \$3,215.05 to be used for law enforcement equipment and/or training; and Grayson County's portion would be \$4,134.80 to be used for the purchase of law enforcement equipment and/or training.

Origination:

Sherman Police Department

Financial Consideration:

There are no matching requirements for this grant. The City of Denison's and Grayson County's portions of the total grant would be passed through to them.

Staff Recommendation:

The staff recommends approval of this Interlocal Agreement.

Alternatives:

None are recommended.

Attachments

Resolution No. 7123

JAG Interlocal Agreement

RESOLUTION NO. 7123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, THE CITY OF DENISON, AND GRAYSON COUNTY FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE 2023 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the City of Denison and Grayson County for an award of a portion of a total Fifteen Thousand Seven Hundred Nine Dollars and No Cents (\$15,709.00) under the 2023 Justice Assistance Grant, as set forth below and in accordance with the terms and provisions of the Interlocal Agreement attached hereto and incorporated herein for all purposes:

- An award to Grayson County of Four Thousand One Hundred Thirty-Four Dollars and Eighty Cents (\$4,134.80); and
- An award to the City of Denison of Three Thousand Two Hundred Fifteen Dollars and Five Cents (\$3,215.05); and
- An award to the City of Sherman of Eight Thousand Three Hundred Fifty-Nine Dollars and Fifteen Cents (\$8,359.14).

SECTION 2. The City of Sherman's obligations under the Interlocal Agreement are strictly contingent on the City of Sherman receiving grant funds in the amount of \$15,709 within sixty (60) days of the date of the Agreement.

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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of August 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF GRAYSON §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SHERMAN, TEXAS,
THE CITY OF DENISON, TEXAS
AND GRAYSON COUNTY, TEXAS**

2023 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD – CFDA 16.738

THIS AGREEMENT is made and entered into this the 21st day of August, 2023, by and between the **CITY OF SHERMAN, TEXAS**, acting by and through its governing body, the City Council, hereinafter referred to as “**SHERMAN**”, the **CITY OF DENISON, TEXAS**, acting by and through its governing body, the City Council, hereinafter referred to as “**DENISON**” and the **COUNTY OF GRAYSON, TEXAS**, hereinafter referred to as “**GRAYSON**” of Grayson County, State of Texas;

W I T N E S S E T H:

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Sections 791.001-791.033, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, SHERMAN agrees to provide DENISON Three Thousand Two Hundred Fifteen Dollars and Five Cents (\$3,215.05); and

WHEREAS, SHERMAN agrees to provide GRAYSON Four Thousand One Hundred Thirty-Four Dollars and Eighty Cents (\$4,134.80); and

WHEREAS, SHERMAN, DENISON and GRAYSON believe it to be in their best interests to reallocate the 2023 JAG funds; and

NOW, THEREFORE, SHERMAN, DENISON and GRAYSON agree as follows:

Section 1. SHERMAN'S obligations under the Interlocal Agreement are strictly contingent on SHERMAN receiving grant funds in the amount of \$15,709 within sixty (60) days of the date of the Agreement.

Section 2. SHERMAN agrees to pay DENISON a total of Three Thousand Two Hundred Fifteen Dollars and Five Cents (\$3,215.05) of 2023 JAG funds.

Section 3. DENISON agrees to use Three Thousand Two Hundred Fifteen Dollars and Five Cents (\$3,215.05) for law enforcement equipment and/or training.

Section 4. DENISON agrees that, in the event of loss or misuse of the 2023 JAG Program Award funds, as determined by SHERMAN, DENISON assures that the funds will be returned to SHERMAN in full for return to the U.S. Department of Justice.

Section 5. SHERMAN agrees to pay GRAYSON a total of Four Thousand One Hundred Thirty-Four Dollars and Eighty Cents (\$4,134.80) of 2023 JAG funds.

Section 6. GRAYSON agrees to use Four Thousand One Hundred Thirty-Four Dollars and Eighty Cents (\$4,134.80) for the purchase of law enforcement equipment and/or training.

Section 7. GRAYSON agrees that, in the event of loss or misuse of the 2023 JAG Program Award funds, as determined by SHERMAN, GRAYSON assures that the funds will be returned to SHERMAN in full for return to the U.S. Department of Justice.

Section 8. Nothing in the performance of this Agreement shall impose any liability for claims against DENISON other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 9. Nothing in the performance of this Agreement shall impose any liability for claims against GRAYSON other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 10. Nothing in the performance of this Agreement shall impose any liability for claims against SHERMAN other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 11. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 12. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 13. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 14. This Agreement is authorized under and governed by the laws of the State of Texas. Venue for any action arising under this Agreement shall lie in state district court, Grayson County, Texas.

Section 15. If, by reason of Force Majeure as hereinafter defined, any party to this Agreement shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the particulars of such Force Majeure to the other parties within a reasonable time after the occurrence thereof. The obligations of the party giving such notice, to the extent affected by such Force Majeure, shall be suspended during the continuance of the inability claimed and for no longer period, and such party shall, in good faith, exercise its best efforts to remove and overcome such inability. The term “Force Majeure” as utilized in this Agreement shall mean and refer to Acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections, riots, epidemics, landslides, earthquakes, lightning, fires, hurricanes, storms, floods, washouts, or other natural disasters; arrest; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; or other causes not necessarily within the control of the party claiming such inability.

Section 16. This Agreement is subject to all applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to all provisions of SHERMAN’S Charter and Ordinances, as amended.

Section 17. The failure of any party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party’s right to insist upon appropriate performance or to assert any such right on any future occasion.

Section 18. It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall hereby be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising during the exercise of governmental powers and functions.

CITY OF SHERMAN, TEXAS

CITY OF DENISON, TEXAS

BY: _____
Robby Hefton, City Manager

BY: _____
Bobby Atteberry, City Manager

ATTEST:

BY: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

BY: _____

NAME: _____

Sherman City Attorney

ATTEST:

BY: _____
Christine Wallentine,
City Clerk/Court Administrator

APPROVED AS TO FORM:

BY: _____

NAME: _____

Denison City Attorney

COUNTY OF GRAYSON, TEXAS

BY: _____
Bruce Dawsey, County Judge

ATTEST:

BY: _____
Deana Patterson, Grayson County Clerk

APPROVED AS TO FORM:

BY: _____

NAME: _____
Attorney for Grayson County



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 08/21/2023

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2023 Council Calendar

2023 Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
	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						
Su	Mo	Tu	We	Th	Fr	Sa
			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						
Su	Mo	Tu	We	Th	Fr	Sa
			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						
Su	Mo	Tu	We	Th	Fr	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
Su	Mo	Tu	We	Th	Fr	Sa
	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						
Su	Mo	Tu	We	Th	Fr	Sa
				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	

July						
Su	Mo	Tu	We	Th	Fr	Sa
						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					

August						
Su	Mo	Tu	We	Th	Fr	Sa
		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						
Su	Mo	Tu	We	Th	Fr	Sa
					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

October						
Su	Mo	Tu	We	Th	Fr	Sa
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				

November						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
Su	Mo	Tu	We	Th	Fr	Sa
					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						

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/20/2023	Budget Planning Meeting
5/25/2023	CIP Work Session
6/15/2023	Budget Workshop Day 1
7/5/2023	Called City Council Meeting (Rescheduled)
6/9/2023	Called City Council Meeting
6/15/2023	Called City Council Meeting
6/26/2023	Called City Council Meeting
9/12/2023	SEDCO Joint Meeting