

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 18, 2023
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER JOSH STEVENSON**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 4, 2023.**

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

Special Presentations

D.1. SPECIAL PRESENTATIONS

Recognizing Municipal Court Clerk Bailey Spoonemore's Accomplishment in Obtaining her Level 3 Municipal Court Clerk Certificate

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6676

Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (City of Sherman Project); and Approving the Issuance Thereof and the Facilities to be Constructed or Acquired by such Authority

E.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6677

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2024"; Specifying the Terms and Features of Such Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Notes; and Resolving Other Matters Incident and Related Thereto, 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

E.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6678

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit

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

To Allow an Automobile Sales, New or Used and Automobile Repair, Body Work, or Painting with Asphalt Addition in a C-2 (Retail Business) District /75&82 Overlay District and Repeal Ordinance No. 6613, Located At 2303 Texoma Parkway; Consisting Of 0.770 acres, being in the Smith McGlothlin Survey, Abstract No. 808, and being a Remainder of Lot 1 in Block 1 of Highland Park Addition, City Of Sherman, Grayson County, Texas LCA Properties, LLC (Owner), Todd Kofsky, Sherman Motors (Representative) and Underwood Drafting & Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6679

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow A Secondhand Store or Rummage Shop, On A Tract Of Land Zoned C-1 (Retail Business) District/Central Business District Overlay Located At 125 North Travis Street, Being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Los Hermonos Partnership (Owner) and Laura Ayers, Still Charming/House of Eli (Representative); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00

E.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6680

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 3 (Building Regulations) to Establish Article 3.14 (Reasonable Accommodations for Residential Uses); Providing for Application, Decision and Appeal Procedures for Reasonable Accommodation Requests by Persons with Disabilities for Residential Uses; Providing for a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption Hereof

E.6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6681

Amending the Code of Ordinances of the City of Sherman, Texas Chapter 10 (Subdivision Regulation) and Appendix C (Comprehensive Fee Schedule); Prescribing New Regulations Relating to the Tree Protection, Preservation, Planting and Removal on Properties Located within the Sherman City Limits and the City's Extraterritorial Jurisdiction: Requiring a Permit for the Removal of Certain Protected Trees; Providing for Tree Mitigation Credits; Setting the Tree Replacement and Mitigation fee; Providing a Penalty Clause with a Maximum Fine of \$2,000 Savings/repealing Clause, Severability Clause and an Effective Date; Providing for the Publication of the Caption Hereof

Close Public Hearing and Consider Adoption of Ordinances

F.1. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6676, 6677, 6678, 6679, 6680 & 6681.

Resolutions

G.1. RESOLUTION NO. 7238

Approving the Greater Texoma Utility Authority's Intention to Award Guaranteed Maximum Price (GMP-E) Backfill, to Kiewit Water Facilities South Co., (GMP-G) Concrete, to Kiewit Water Facilities South Co., (GMP-H) Underground Electrical, to Alterman Electric, and Reject (GMP-F) Underground Piping, for the South Wastewater Treatment Plant - MBR Project

G.2. RESOLUTION NO. 7239

Approving the Greater Texoma Utility Authority's Intention to Award Preselection Package No. 4 to GMP C for the Progressive Guaranteed Maximum Price to Kiewit Water Facilities South Co. for the South Wastewater Treatment Plant - MBR Project

Other Business

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

H.1. OTHER BUSINESS

Consider and act on petition from BM Dorchester, LLC related to 660.361 acres of land located in the Antonio Hernandez Survey, Abstract No. 488, Grayson County, Texas, a portion of which is located within the City of Sherman's Extraterritorial Jurisdiction ("ETJ").

H.2. OTHER BUSINESS

Site Plan for Bel Air Beach Club, being 10.34 Acres in the Sherod Dunman Survey, Abstract No. 329 and currently zoned PD (Planned Development); Ronny Guerrero (Owner) and Michael Carlisle, Kimley-Horn and Associates (Applicant) (300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway))

H.3. OTHER BUSINESS

Prepared Presentation Promoting Progress on "Project Pepperoni"

Consider Board/Commission Appointments

I.1. * BOARD/COMMISSION APPOINTMENT

Council Audit Committee (3)

I.2. * BOARD/COMMISSION APPOINTMENT

Investment Committee (2)

I.3. * BOARD/COMMISSION APPOINTMENT

Tax Reinvestment Committee (2)

I.4. * BOARD/COMMISSION APPOINTMENT

Tax Increment Financing Board #2 (3)

I.5. * BOARD/COMMISSION APPOINTMENT

Tax Increment Financing Board #3 (3)

I.6. * BOARD/COMMISSION APPOINTMENT

Tax Increment Financing Board #5 (3)

I.7. * BOARD/COMMISSION APPOINTMENT

Tax Increment Financing Board #6 (3)

I.8. * BOARD/COMMISSION APPOINTMENT

Tax Increment Financing Board #7 (3)

I.9. * BOARD/COMMISSION APPOINTMENT

Tax Increment Financing Board #8 (3)

I.10. * BOARD/COMMISSION APPOINTMENT

Tax Increment Financing Board #9 (3)

COUNCIL COMMENTS

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City

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

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:

K.1.

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.

Receive legal advice regarding the Baltic Apartments and St. Charles Apartments

Receive legal advice regarding a group home at Carriage Estates

K.2.

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.

K.3.

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.

K.4.

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.

Sherman Economic Development Corporation Board of Directors (2)

Board of Adjustment (1 member, 1 alternate)

K.5.

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

K.6.

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.

K.7.

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

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, December 15th at 5:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 15th day of December 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

Shawn C. Teamann

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

STATE OF TEXAS §
 December 4, 2023
 COUNTY OF GRAYSON §

 BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on December 4, 2023.

MEMBERS ABSENT: NONE.

CALL TO ORDER

APPROVE MINUTES

APPROVE MINUTES

CITIZEN'S COMMENTS

CITIZEN'S COMMENTS

CONSENT AGENDA

CONSENT AGENDA

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

RES 7235
POLICE DEPT.
FLOCK SAFETY
PLATFORM

RESOLUTION NO. 7236 -- AUTHORIZING THE PURCHASE OF TWO TRAILER MOUNTED PUMPS USED FOR THE WATER TREATMENT PLANT THROUGH BUY BOARD

RES 7236
WTP PUMPS

1

TRAILER MOUNTED PUMPS THROUGH PIERCE PUMP CO. USED FOR THE WATER TREATMENT PLANT THROUGH BUY BOARD. CONSENT AGENDA.

RESOLUTION NO. 7237 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT - CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT - CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES.

Tom Pruitt, Utility Engineer, briefed the City Council on the agreement for the Water Treatment Plant - Concentrate Discharge and Outfall Design project.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7237, as presented. Second by Council Member Holland.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

- Great job on the groundbreaking for the new Fire Station (Council Member Holland)
- Recognizing staff that were involved in the recent Christmas Parade (Council Member Marroquin)

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Sherman Community Players are presenting the musical Sister Act at the Finley Theater. Tickets are available for shows through December 17, 2023.
- The Brand Launch event for Sherman's new semi-pro soccer club will reveal their nickname and logo at Schulman's Movie Bowl Grille on December 14, 2023, from 6:00 p.m. until 8:00 p.m. RSVP through FaceBook.
- Visit the "Nights of Lights" display at Pecan Grove Park before the end of the year to see more than 10 miles of Christmas lights. The event is open from 5:30 p.m. to 11:30 p.m. every night.

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

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW,

RES 7237
WTP CONCENTRATE
DISCHARGE &
OUTFALL DESIGN

COUNCIL COMMENTS

ANNOUNCEMENTS

EXECUTIVE SESSION

CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

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

(A) Receive legal advice regarding PFAS class action litigations involving Dupont and 3M

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

A) Texoma Community Center Board of Trustees (1)

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

A) East Village

TEXAS 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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:06 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:31 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

TEXOMA COMMUNITY CENTER BOARD OF TRUSTEES (1)
ACTION TAKEN.

Motion by Council Member Stevenson to extend Lander Bethel's term on the Texoma Community Center Board of Trustees until August 31, 2024, as presented. Second by Deputy Mayor Teamann.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

**TEXOMA COMMUNITY
CENTER BOARD
OF TRUSTEES**

ADJOURNMENT

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

ADJOURNMENT

MAYOR

CITY CLERK



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 12/18/2023

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

SPECIAL PRESENTATIONS

Recognizing Municipal Court Clerk Bailey Spoonemore's Accomplishment in Obtaining her Level 3 Municipal Court Clerk Certificate

Issue:

Recognition of Municipal Court Clerk Bailey Spoonemore's achievement

Background:

Jennifer Bozorgnia, Director of Court Services for the City of Irving and Vice President of the Texas Court Clerks Association notified the City that Municipal Court Clerk Bailey recently obtained her Level 3 Certification. Ms. Spoonemore is now one of only one-hundred and forty Level 3 Certified Municipal Court Clerks in the entire State of Texas.

Origination:

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 12/18/2023

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6676

Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (City of Sherman Project); and Approving the Issuance Thereof and the Facilities to be Constructed or Acquired by such Authority

Issue:

Consider all matters incident and related to the issuance and sale of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (City of Sherman Project)", including the adoption of an ordinance approving the issuance thereof, and the facilities to be constructed or acquired by such Authority.

Background:

Engineering is near completion on several projects, including the 2-million-gallon elevated storage tank on Shepherd Drive, additional phases of the 36" water line from the water treatment plant to the southwest part of the City, expansion of the pump station at lake Texoma, a major electrical upgrade at the wastewater treatment plant and a concentrate discharge line from the water treatment plant into Lake Texoma. The bonds will also fund improvements to the existing systems, including replacement of equipment at the wastewater treatment plant, and other various water and sewer line improvements. Capitalized interest through April 2026 and issuance costs are also included. Interest income from previous debt issues will be used to offset some of the project costs. The capital projects and budgeted costs are listed below.

Project Name	Amount
Sherman WTP Concentrate Discharge System Construction	\$ 9,011,253
Southside Industrial Sewer Phase II	1,401,000
Sewer between Rosedale & First	1,023,000
LTPS Expansion 2023 Construction	12,441,000
2 MG Elevated Storage Tank Construction	11,784,700
Post Oak Creek Sewer Phases I & II	4,687,000
36" West Sherman Water Main Construction	21,900,623
Program Management	3,832,636
Post Oak WWTP Electrical Improvements Construction	8,224,489
Rehab Main Digester Complex	500,000
WWTP Industrial Exp - CMAR	93,000,000
Crossroads Sewer for hospital	1,200,000
Parallel interceptor for industrial sewer flows- Design	

	850,000
Center St water line relocation	
	600,000
Miscellaneous Water line improvements Part I	1,750,000
WWTP Blower Bldg	2,010,000
72" sewer from north to WWTP; main outfall into WWTP	
	900,000
Heritage Ranch Water - Plainview Rd	1,000,000
Interest Income	(10,397,461)
Total Project Costs	\$ 165,718,240

The GTUA Board approved the delegation of sale authority to the GTUA General Manager, Paul Sigle at their _____ meeting. Funds are expected to be received by GTUA on January 24, 2024.

Origination:

Paul Sigle, GTUA General Manager

Kristen Savant, Partner in Norton Rose Fulbright US LLP (GTUA's Bond Counsel)

Financial Consideration:

The cost of issuance of about \$900,000 is included in the bonds. Debt service on these bonds will be paid by the City to GTUA in accordance with the Contract for Water Supply and Sewer Service between the two entities. Funds for this contractual debt repayment are generated through the City's water and sewer revenues.

Staff Recommendation:

It is recommended that the ordinance be approved as presented, confirming GTUA's issuance of these bonds.

Alternatives:

No viable alternatives can be suggested at this time.

Attachments:

1. Ordinance No. 6676
2. GTUA SHERMAN REV 2024 - Executed Bond Purchase Agreement (ID 360132)

ORDINANCE NO. 6676

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO THE GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2024 (CITY OF SHERMAN PROJECT); AND APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY

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

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

WHEREAS, in connection with the proposed "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (City of Sherman Project)" (the "Bonds"), the City acknowledges that no Notice of Sale relating to the Bonds will be prepared because the Bonds are being sold through a negotiated sale, and the City hereby waives any requirement that a Notice of Sale relating to the Bonds be prepared; and

WHEREAS, it is now appropriate for this Council to approve the issuance and delivery of the Bonds, the Resolution of the Authority authorizing the Bonds (the "Bond Resolution"), together with the Pricing Certificate, dated December 11, 2023, executed pursuant to the Bond Resolution (the "Pricing Certificate"), and the project described in the Bond Resolution (the "Series 2024 Project"); now, therefore,

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

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

SECTION 2: It is the purpose and intent of the City Council of the City to approve the Official Statement (with respect to the information contained therein with respect to the City).

SECTION 3: It is the purpose and intent of the City Council of the City to approve the Bond Resolution, and the facilities to be constructed, acquired, and improved in full accordance with the provisions of the Contract mentioned in the preamble hereof. To the extent required by the purchaser of the Bonds or the Office of the Attorney General of Texas, the Authority is authorized by this City Council to make changes and revisions to the Bond Resolution from the form approved by this Ordinance in order to expedite the delivery of the Bonds. It is the intent of the City to authorize the Authority to proceed with the construction, acquisition, and improvement of the facilities at the earliest possible date, but nothing herein shall be construed as a limitation upon the right and power of the City to approve a change in the facilities for which the Bonds are to be issued (but not the purpose for which the Bonds are to be issued as set forth in the Bond Resolution), the City specifically reserving the right to modify the facilities for which the Bonds are being issued if the Authority and the City agree such modification should be made.

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

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

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

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

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

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

- (1) Principal and interest payment delinquencies;

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

(c) Accuracy and Completeness. The City warrants that all information provided by it to the Authority pursuant to this Section will be accurate in all material respects to the best of its knowledge and belief. The City will provide the Authority with such information as the Authority may reasonably request to confirm the accuracy and completeness of any information provided by

the City pursuant to this Section. If the Authority thereafter has reasonable grounds to question the completeness or accuracy of such information, the City will afford the Authority and its attorneys and agents, at the expense of the Authority, reasonable access to any and all records, documents, contracts, and other information which is in the custody or control of the City to confirm such accuracy and completeness. The Authority and its attorneys and agents shall maintain the confidentiality of all such information; unless required to be provided by the Authority to the MSRB, and except as otherwise provided by law. The City shall not be required to provide information or to allow access to its records which exceeds the standards applicable to a due diligence inquiry in the preparation of an official statement in connection with the sale of Bonds or any Additional Bonds by the Authority.

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

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

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

(4) The provisions of this Section may be amended by the City (with the written approval of the Authority) from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by provisions of the Bond Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a

person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. If the provisions of this Section are so amended, the Authority shall include with any amended financial information or operating data next provided in accordance with the Bond Resolution an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

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

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

SECTION 6: Exhibit D to the Contract is amended to include the Series 2024 Project described in the Bond Resolution. In all other respects the Contract is reapproved and shall be and remain in full force as the agreement of the parties.

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

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

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

[remainder of page left blank intentionally]

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

INTRODUCED on this the 18th day of December 2023.

ADOPTED on this the 18th day of December 2023.

EFFECTIVE DATE on this the 18th day of December 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, CITY ATTORNEY

GREATER TEXOMA UTILITY AUTHORITY
(Grayson, Collin, Fannin and Cooke Counties, Texas)

\$187,280,000
Contract Revenue Bonds, Series 2024
(City of Sherman Project)

BOND PURCHASE AGREEMENT

December 11, 2023

Board of Directors
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

City of Sherman, Texas
220 W. Mulberry
Sherman, Texas 75090

Ladies and Gentlemen:

The undersigned, Robert W. Baird & Co. Incorporated (the "*Representative*"), acting on its own behalf and on behalf of the other underwriters listed on Schedule I hereto (collectively, the "*Underwriters*"), and not acting as a fiduciary or agent for the Greater Texoma Utility Authority (the "*Issuer*"), offers to enter into the following agreement (this "*Agreement*") with the Issuer which, upon written acceptance of this offer by a representative authorized by the Issuer's Board of Directors, will be binding upon the Issuer and the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 10:00 p.m., Central Time, on December 11, 2023, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined herein shall have the meanings set forth in the Resolution (as defined herein) or in the Official Statement (as defined herein).

1. Purchase and Sale of the Bonds. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's \$187,280,000 Contract Revenue Bonds, Series 2024 (City of Sherman Project) (the "*Bonds*"). The Issuer acknowledges and agrees that (i) the primary role of the Underwriters is to purchase securities for resale to investors in an arm's length transaction between the Issuer and the Underwriters; (ii) the Underwriters have financial

and other interests that differ from those of the Issuer; (iii) the Underwriters are not acting as municipal advisors, financial advisors or fiduciaries to the Issuer and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction described herein or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided or are currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriters have to the Issuer with respect to the transaction described herein are expressly set forth in this Agreement; and (v) the Issuer has consulted its own financial, municipal, legal, accounting, tax and/or other advisors, as applicable, to the extent it deems appropriate. The Issuer hereby acknowledges that the Underwriters have provided to the Issuer prior disclosures regarding their role as underwriters and under Rule G-17 of the Municipal Securities Rulemaking Board (the “MSRB”), which have been received by the Issuer. The Issuer has a municipal advisor in this transaction. The Representative warrants and represents that it has been duly authorized by the Underwriters to execute this Agreement and to act hereunder on behalf of itself and the other Underwriters.

The principal amount of the Bonds to be issued, the dated date therefor, the maturities, sinking fund and optional redemption provisions and interest rates per annum are set forth in Schedule I hereto. The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of (i) the bond resolution adopted by the Issuer on November 13, 2023 (the “*Bond Resolution*”) and (ii) a pricing certificate (the “*Pricing Certificate*”), dated the date of this Agreement, signed by an authorized representative of the Issuer appointed by the Board of Directors and duly authorized to approve the pricing and terms of sale for the Bonds (collectively, the “*Resolution*”).

The purchase price for the Bonds shall be \$196,287,125.56 (representing the par amount of the Bonds, plus a net reoffering premium of \$10,106,652.45, and less an underwriting discount of \$1,099,526.89).

The Representative has delivered to the Issuer the Representative’s good faith deposit in the amount of \$2,039,850.00 (the “*Good Faith Deposit*”) in the form of (i) a corporate check payable to the order of the Issuer or (ii) a wire transfer of immediately available funds to an account specified by the Issuer. In the event the Issuer accepts this offer, the Good Faith Deposit shall be held by the Issuer until the time of Closing (as defined herein), at which time the Good Faith Deposit shall be returned to the Representative or applied as a credit against the purchase price of the Bonds, as the Issuer and the Representative shall mutually agree. In the event that the Issuer does not accept this Agreement, the Good Faith Deposit shall be immediately returned to the Representative. Should the Issuer fail to deliver the Bonds at the Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds, as set forth in this Agreement (unless waived by the Representative), or should such obligations of the Underwriters be terminated for any reason permitted by this Agreement, the Good Faith Deposit shall immediately be returned to the Representative. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay

for the Bonds at the Closing as herein provided, the Good Faith Deposit shall be retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Sections 8 and 10 hereof, no party shall have any further rights against the other hereunder. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters. In the event the Good Faith Deposit is provided in the form of a check, the Representative hereby agrees not to stop or cause payment on such check to be stopped unless the Issuer has breached the terms of this Agreement and the Underwriters have exercised their right to terminate this Agreement under Section 7 hereof.

The Bonds are to be issued pursuant to the Constitution and general laws of the State of Texas, including Texas Special District Local Laws Code, Chapter 8283, as amended; Chapter 1371, Texas Government Code, as amended; and the Resolution. The Bonds are special obligations of the Issuer payable, both as to principal and interest, solely from and secured by payments to be received by the Issuer from the City of Sherman, Texas (the "*Pledged Revenue*"), which consists of certain of the revenues to be received under the Contract for Water Supply and Sewer Service dated March 1, 1985, as amended (the "*Contract*") between the Issuer and the City of Sherman, Texas (the "*City*").

Prior to the execution of this Agreement by the Issuer and the Representative, (1) the Representative and SAMCO Capital Markets, Inc. have delivered a Certificate of Interested Parties Form 1295, signed by an authorized agent of the Representative (the "*Form 1295*"), and (2) Raymond James & Associates, Inc., BOK Financial Securities, Inc. and Jefferies LLC have each delivered a written representation by electronic mail or otherwise to the effect that the respective Underwriter is a publicly traded business entity (as described in Section 2252.908(c)(4), Texas Government Code) or a wholly owned subsidiary of a publicly traded business entity. The Underwriters and the Issuer understand that neither the Issuer nor its consultants have the ability to verify the information included in the Form 1295, and neither the Issuer nor its consultants have an obligation, nor have undertaken any responsibility, for advising the Underwriters with respect to the proper completion of the Form 1295 other than, with respect to the Issuer, providing the identification numbers required for the completion of the Form 1295.

2. *Establishment of Issue Price of Bonds.*

(a) The Underwriters agree to make a *bona fide* public offering of all of the bonds at prices not to exceed the public offering prices set forth on page 2 of the Official Statement and may, subject to the provisions of Section 2(b) hereof, subsequently change such offering prices or yields without any requirement of prior notice. Subject to the provisions of Section 2(b) hereof, after the initial public offering, the Underwriters may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices

lower (or yields greater) than the public offering prices or yields stated on page 2 of the Official Statement. The Representative shall, at or before closing, execute and deliver to Norton Rose Fulbright US LLP, Austin, Texas ("*Bond Counsel*"), an 'issue price' or similar certificate for the Bonds, together with the supporting pricing wires or equivalent communications, prepared by Bond Counsel and in substantially the form attached hereto as Exhibit A and in accordance with paragraph (b) below (the "*Issue Price Certificate*").

(b) Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

(1) For purposes of this section, the following definitions apply:

(i) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Issue Price Underwriter or a Related Party to an Issue Price Underwriter.

(ii) "Issue Price Underwriter" (A) means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the Public).

(iii) a purchaser of any of the Bonds is a "*Related Party*" to an Issue Price Underwriter if the Issue Price Underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) "Sale Date" means the date of execution of this Agreement by all parties.

(2) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing the Issue Price Certificate, with such modifications

as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the Initial Offering Price (as hereinafter defined) or prices to the Public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor or to Bond Counsel.

(3) Except as set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "*10% Test*") is sold to the Public as of the Sale Date as the issue price of that maturity. At or promptly after the execution of this Agreement, the Representative shall report to the Issuer the price or prices at which the Underwriters have sold to the Public each maturity of Bonds. Those maturities of the Bonds that do not satisfy the 10% Test as of the Sale Date will be identified in the Issue Price Certificate and will be subject to the Hold-The-Offering-Price Rule (as hereinafter defined). For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(4) The Representative confirms that the Issue Price Underwriters have offered the Bonds to the Public on or before the date of this Agreement at the offering price or prices (the "*Initial Offering Price*"), or at the corresponding yield or yields, set forth in Schedule II attached hereto, except as otherwise set forth therein. The Issue Price Certificate will set forth the maturities, if any, of the Bonds for which the 10% Test has not been satisfied as of the Sale Date (the "*Held Maturities*"). The Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply to the Held Maturities, which will allow the Issuer to treat the Initial Offering Price to the Public of each such maturity as of the Sale Date as the issue price of that maturity (the "*Hold-The-Offering-Price Rule*"). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the Sale Date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public.

The Representative shall promptly advise the Issuer when the Underwriters have sold 10% of that maturity of the Bonds to the Public at a price

that is no higher than the Initial Offering Price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

(5) The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Issue Price Underwriter to comply with the requirements for establishing issue price of the Bonds, including but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, as set forth in an agreement among the Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Issue Price Underwriter is a party to a retail or other third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in the retail or other third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Issue Price Underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-The-Offering-Price Rule and that no Issue Price Underwriter shall be liable for the failure of any other Issue Price Underwriter, any dealer who is a member of a selling group or any broker-dealer that is a party to a retail or other third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds.

(6) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail or other third-party distribution agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Issue Price Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail or other third-party distribution agreement, as applicable, (i) (A) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires, (B) to promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a Related Party to an Issue Price Underwriter participating in the initial sale of the Bonds to the Public, and (C) to acknowledge that, unless otherwise advised by the dealer or broker-

dealer, the Representative shall assume that each order submitted by the dealer or broker-dealer is a sale to the Public; and

(ii) any selling group agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such third-party distribution agreement to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Representative or the dealer and as set forth in the related pricing wires.

The Representative acknowledges that sales of any Bonds to any person that is a Related Party to an Issue Price Underwriter shall not constitute sales to the Public for purposes of this section.

3. The Official Statement.

(a) The Issuer previously has delivered, or caused to be delivered, to the Underwriters the Preliminary Official Statement dated December 5, 2023 (the "*Preliminary Official Statement*") in a "designated electronic format," as defined in the MSRB's Rule G-32 ("*Rule G-32*"). The Issuer will prepare, or cause to be prepared, a final Official Statement relating to the Bonds, which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended (the "*Rule*"), (iii) in a "designated electronic format" and (iv) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, is herein referred to as the "*Official Statement*." Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities (which may be in electronic format) of the Preliminary Official Statement as the Representative deems reasonably necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement has been deemed "final" by the Issuer within the meaning of the Rule as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of the Rule.

(c) The Issuer hereby authorizes the Official Statement and the information therein contained to be used by the Underwriters in connection with the public offering and the sale of the Bonds. The Issuer consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Agreement (but, in any event, not later than within seven (7) business days after the Issuer's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) the Official Statement which is complete as of the date of its delivery to the Underwriters. The Issuer shall provide the Official Statement, or cause the Official Statement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Underwriters with such information as the Representative may from time to time reasonably request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative, such approval not to be unreasonably withheld), either an amendment or a supplement to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, or information therein under the caption "OTHER INFORMATION – Underwriting",

or information provided by Build America Mutual Assurance Company (the "*Bond Insurer*") under the caption therein entitled "BOND INSURANCE" or its municipal bond insurance policy (the "*Municipal Bond Insurance Policy*"). If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement or cause any such amendment or supplement to be provided, in a "designated electronic format" consistent with the requirements of Rule G-32.

(e) The Representative hereby agrees to timely file the Official Statement with the MSRB through its Electronic Municipal Market Access ("*EMMA*") system on or before the date of the Closing. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. Representations and Warranties of the Issuer. The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) **Existence; Power; and Authority.** The Issuer is a governmental agency, a political subdivision, and a body politic and corporate of the State of Texas (the "*State*"), duly created, existing, and acting under the provisions of Article XVI, Section 59 of the Constitution and by virtue of Texas Special District Local Laws Code, Chapter 8283, as amended (the "*Act*"), and has full legal right, power and authority under the Act and under Chapter 1371 of the Texas Government Code (i) to enter into this Agreement, (ii) to adopt the Bond Resolution (this Agreement and the Resolution are hereinafter referred to as the "Issuer Documents"), (iii) to sell, issue and deliver the Bonds to the Underwriters as provided herein, and (iv) to carry out and consummate all other transactions described in each of the aforesaid documents and the Official Statement;

(b) **Due Authorization.** By official action of the Issuer on November 13, 2023, the Issuer's Board of Directors duly adopted the Bond Resolution (which is unmodified from its date of adoption, except for any modification approved by the Representative, and is in full force and effect at the time of the execution hereof) and has duly approved the execution and delivery of this Agreement and has authorized the taking of any and all such actions as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions described in this Agreement and the Official Statement;

(c) **No Adverse Actions.** At the time of the Issuer's acceptance of this offer by the execution hereof, there is, and on the date of the Closing there will be, no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or known to be threatened against or affecting the existence of the Issuer or the title of its officials to their respective positions, nor to the knowledge of the Issuer is there

any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of the Resolution, this Agreement, or any agreement or instrument relating thereto, used or contemplated for use in the consummation of the transactions described in the Resolution or this Agreement;

(d) **No Defaults.** Except as may be disclosed in the Official Statement, the Issuer is not, in any material respect which would adversely affect the validity or marketability of the Bonds, in material breach of or default in any material respect under any applicable law or administrative regulation of the State of Texas or any department, division, agency or instrumentality thereof, or of the United States or any agency or instrumentality thereof or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject; and the execution and delivery of the Resolution, the Bonds and this Agreement, and compliance with the provisions of each thereof, will not conflict with or constitute a material breach of or default in any material respect under any applicable law or administrative regulation of the State of Texas or any department, division, agency or instrumentality thereof, or of the United States or any agency or instrumentality thereof or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject;

(e) **Binding Obligations.** The Issuer Documents constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject to governmental immunity of political subdivisions to the extent applicable, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for, in accordance with the Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Resolution and enforceable in accordance with their terms, subject to governmental immunity of political subdivisions to the extent applicable, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Resolution will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge and lien on the Pledged Revenues it purports to create as set forth in the Resolution;

(f) **All Approvals.** All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Resolution and this Agreement will be obtained prior to Closing, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Bonds;

(g) **Financial Statements.** Excerpts from the financial statements of the Issuer contained in Appendix B to the Official Statement present fairly the financial position of the Issuer as of September 30, 2022, and the results of its operations for its fiscal year then ended, and such statements have been prepared in accordance with the format described therein, and between the date as of which information is given in the Official Statement and the date of the delivery of the Bonds, except as described in the Official Statement, the Issuer has not incurred and will not incur any material long-term liabilities secured by the Pledged Revenues (other than in the ordinary course of business), without the prior written consent of the Representative, which consent shall not be unreasonably withheld;

(h) **Prohibition Against Incurring Debt.** Except in the ordinary course of business, between the date of this Agreement and the delivery of the Bonds, the Issuer will not, without the prior written consent of the Representative (which consent shall not be unreasonably withheld), issue bonds, certificates, notes or other obligations for borrowed money secured in the same manner as the Bonds;

(i) **Maintaining Tax-Exemption of Interest on the Bonds.** The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Resolution and will not take or omit to take any action which will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds;

(j) **Preliminary Official Statement.** As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(k) **Official Statement.** At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that if the Issuer notifies the Representative of any fact or event as required by Section 3(d) hereof, and the Representative determines that such fact or event does not require preparation and publication of a supplement or amendment to the Official Statement, then the Official Statement in its then current form shall be conclusively deemed to be complete and correct in all material respects and the Issuer shall have no further obligation under this section or Section 3(d) with respect to such event; and

(l) **Official Statement Supplement or Amendment.** If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that if the Issuer notifies the Representative of any fact or event as required by Section 3(d) hereof, and the Representative determines that such fact or event does not require preparation and publication of a supplement of amendment to the Official Statement, then the Official Statement in its then current form shall be conclusively deemed to be complete and correct in all material respects and the Issuer shall have no further obligation under this section or Section 3(d) with respect to such event.

5. Closing.

(a) At 10:00 a.m. Central Time, on January 24, 2024, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative (the “*Closing*”), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to BOKF, NA, Dallas, Texas (the “*Paying Agent/Registrar*”), as the entity appointed by the Issuer to take delivery of the Bonds, duly executed and authenticated, together with the other documents hereinafter mentioned, and the Paying Agent/Registrar, as the entity appointed by the Issuer to take delivery of the Bonds, will, subject to the terms and conditions hereof, accept such delivery and the Underwriters will pay the purchase price of the Bonds as set forth in Section 1 of this Agreement in immediately available funds by wire transfer to the account of the Issuer. Payment for the Bonds as aforesaid shall be made at the offices of *Paying Agent/Registrar*, or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

(b) Delivery of the Bonds in definitive form shall be made through DTC, utilizing the book-entry only form of issuance, and the Issuer, if it has not done so previously, agrees to enter into such agreement, including a “Letter of Representations,” as may be required to allow for the use of such book-entry only system. The definitive Bonds shall be delivered in fully registered form, bearing CUSIP numbers without coupons, with one certificate for each maturity of the Bonds, registered in the name of Cede & Co., and shall be made available to the Representative at least one (1) business day before Closing for purposes of inspection (i) at DTC or (ii) at the Paying Agent/Registrar, if the definitive Bonds are to be held in safekeeping for DTC by the Paying Agent/Registrar pursuant to DTC’s FAST System.

6. Closing Conditions. The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative, unless waived in writing by the Representative:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer and the City shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing;

(c) At the time of the Closing, (i) the Resolution, the Official Statement and all related actions of the Issuer with respect to the issuance of the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented, except as may be required by the Attorney General of Texas or except as may have been agreed to by the Representative; and (ii) all actions of the Issuer and the City required to be taken by the Issuer and the City, respectively, shall be performed in order for Bond Counsel and counsel to the Underwriters to deliver their respective opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Bonds and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been approved by the Representative;

(e) At or prior to the Closing, the Bond Resolution shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the Paying Agent/Registrar shall have duly authenticated the definitive Bonds;

(f) At or prior to the Closing, the Municipal Bond Insurance Policy issued by the Bond Insurer shall have been duly executed, issued and delivered by the Bond Insurer;

(g) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set

forth in the Official Statement that in the reasonable judgment of the Representative is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement;

(h) Except as disclosed in the Official Statement, the Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(i) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Representative;

(j) At or prior to the Closing, the Representative or counsel to the Underwriters shall have received at least one copy of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, as may have been agreed to by the Representative;

(2) A copy of the Bond Resolution, certified as having been duly adopted and in full force and effect, and the Pricing Certificate, each with such supplements or amendments as may have been agreed to by the Representative;

(3) The undertaking of the Issuer which satisfies the requirements of section (b)(5)(i) of the Rule (the “*Continuing Disclosure Undertaking*”);

(4) An executed copy of the Contract, certified by the Issuer as being in full force and effect, with such supplements or amendments as may be agreed to by the Representative;

(5) An executed copy of the City Resolution (as defined in the Official Statement), certified by the City as being in full force and effect;

(6) The approving opinion of Bond Counsel, dated as of the date of the Closing, in form and substance as described in the Official Statement;

(7) A supplemental opinion of Bond Counsel addressed to the Underwriters, dated as of the date of the Closing, substantially to the effect that:

(i) the Bond Resolution has been duly adopted by the Issuer and the Pricing Certificate has been duly executed by the

Pricing Officer pursuant to the Bond Resolution, and both of the foregoing documents are in full force and effect;

(ii) the Bonds are exempted securities under the Securities Act of 1933, as amended (the “1933 Act”), and the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Resolution under the Trust Indenture Act; and

(iii) such firm was not requested to participate, and did not take part, in the preparation of the Official Statement, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the statements and information contained in the Official Statement under the captions and subcaptions “THE BONDS” (exclusive of subcaptions “Book-Entry-Only System” and “Bondholders’ Remedies”), “THE CONTRACT,” “SELECTED PROVISIONS OF THE BOND RESOLUTION,” “TAX MATTERS,” “CONTINUING DISCLOSURE OF INFORMATION” (with the exception of the information set forth under the subcaption “Compliance with Prior Undertakings”), “OTHER INFORMATION – Registration and Qualification of Bonds for Sale,” “OTHER INFORMATION – Legal Opinion” (excluding the last sentence of the first paragraph thereof) and “OTHER INFORMATION – Legal Investments and Eligibility to Secure Public Funds in Texas” and such firm is of the opinion that the information relating to the Bonds and legal matters contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Resolution;

(8) The opinion, dated as of the date of the Closing and addressed to the Underwriters, of counsel for the Underwriters, to the effect that:

(i) the Bonds are exempt securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act and the Bond Resolution need not be qualified under the Trust Indenture Act; and

(ii) based upon their participation in the preparation of the Official Statement as counsel for the Underwriters and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine

independently the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding DTC and its book-entry system and the information regarding the Bond Insurer, in each case as to which no view need be expressed);

(9) A certificate, dated as of date of the Closing, of an appropriate official of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation, proceeding or tax challenge against the Issuer is pending or, to his or her knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues from the City, including for payments on the Bonds, pursuant to the Resolution, and the collection of the revenues pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of this Agreement, or contesting in any way the completeness or accuracy of the information regarding the Issuer contained in the Preliminary Official Statement or the Official Statement, or contesting the powers of the Issuer or its authority with respect to this Agreement; (iii) all official action of the Issuer relating to the Official Statement, the Bonds and the Issuer Documents have been duly taken by the Issuer or any appropriate official of the Issuer, are in full force and effect and have not been modified, amended, supplemented or repealed; (iv) to his or her knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any material respect as of the time of Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (v) there has not been any material adverse change in the financial

condition of the Issuer since September 30, 2022, the latest date as of which audited financial information is available;

(10) A certificate, dated the date of the Closing, of an appropriate official of the City to the effect that (i) no litigation or proceeding against the City is pending or, to his or her knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (A) contest the title of the present members of the governing body of the City and officers of the City to their respective offices, (B) contest the due organization and valid existence of the City, or (C) attempt to limit, enjoin or otherwise restrict or prevent the City from functioning and collecting revenues for the purpose of making payments under the Contract, or the anticipated receipt of such revenues; (ii) the waterworks and sewer system of the City (the "System") condensed operating statement contained in the Official Statement fairly and accurately presents a condensed version of the operating position of the System as of the dates and for the periods therein set forth, and there has not been a material adverse change in such condensed operating statement of the City since September 30, 2022, the latest date as of which such condensed operating statement for the City is available; (iii) except as set forth in the Official Statement, the City is in compliance with its obligation to provide certain operating and financial information pursuant to the City's continuing disclosure agreement, as set forth in the City Resolution;

(11) A certificate signed by an authorized official of the Issuer that sets forth facts, estimates and circumstances in existence on the date of the Closing, which facts, estimates and circumstances shall be sufficiently set forth therein to support the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner or that the Issuer will take any action or omit to take any action that would cause the Bonds to be "arbitrage bonds", within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations, temporary regulations and proposed regulations promulgated under the Code;

(12) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Bonds;

(13) The approving opinion of the Attorney General of the State of Texas with respect to the Bonds and the registration certificate of the Comptroller of Public Accounts of the State of Texas in respect of the Bonds;

(14) Evidence satisfactory to the Representative that the Bonds have been rated "AA"/"A" (enhanced/unenhanced) by S&P Global Ratings, the enhanced rating in reliance upon the issuance of the Municipal Bond Insurance Policy by the Bond Insurer, and that such rating is in effect as of the date of the Closing;

(15) A copy of the Municipal Bond Insurance Policy together with an opinion of counsel to the Bond Insurer in form and substance satisfactory to the Representative;

(16) A certificate of the Bond Insurer with respect to the accuracy of statements contained in the Official Statement regarding the Municipal Bond Insurance Policy and the Bond Insurer and the due authorization execution issuance and delivery of the Municipal Bond Insurance Policy; and

(17) Such additional legal opinions, certificates, instruments and other documents as the Representative or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 1 (with respect to the Good Faith Deposit) 4 and 8 hereof shall continue in full force and effect.

7. Termination. The Representative shall have the right to cancel the Underwriters' obligation to purchase the Bonds if (as evidenced by a written notice to the Issuer terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds) between the date of this Agreement and the Closing, the market price or marketability of the Bonds, or the ability of the Underwriters to enforce contracts for the sale of Bonds, shall be materially adversely affected, in the reasonable judgment of the Representative, by the occurrence of any one of the following events:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either Chamber of the Congress by any committee of such Chamber to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or

proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds or the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions described herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act or the Securities Exchange Act of 1934, as amended and then in effect, or that the Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as described herein or in the Official Statement or otherwise, is or would be in violation of any provision of the federal securities laws as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body in any state in which more than 15% of the Bonds have been sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other United States national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriters;

(f) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority

materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon), or the validity or enforceability of the collection of the Pledged Revenue to pay principal of and interest on the Bonds;

(g) any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any material statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(i) there shall have occurred (whether or not foreseeable) any (i) new material outbreak of hostilities involving the United States (including, without limitation, an act of terrorism) or (ii) new material national or international calamity or crisis including, but not limited to, an escalation in the scope or magnitude of any pandemic or natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States;

(j) any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any published notice shall have been given of any intended review for possible downgrade, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations that are secured in a like manner as the Bonds (including the ratings to be accorded to the Bonds) or any rating on the Bond Insurer; and

(l) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; provided, however, that such prohibition occurs after the date of this Agreement and is not caused by the action, or failure to act, of the Underwriters.

With respect to the conditions described in subparagraphs (e) and (l) above, the Underwriters are not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Representative to invoke the Underwriters' termination rights thereunder.

8. Expenses.

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, (ii) the fees and disbursements of Bond Counsel and any other counsel to the Issuer; (iii) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (iv) the fees for bond ratings and municipal bond insurance, if any; (v) the costs of preparing, printing and mailing the Preliminary Official Statement and the Official Statement; (vi) the fees and expenses of the Paying Agent/Registrar; (vii) advertising expenses (except any advertising expenses of the Underwriters as set forth below); (viii) the out-of-pocket, miscellaneous and closing expenses, including the cost of travel, of the officers and officials of the Issuer; (ix) the Attorney General's review fee; and (x) any other expenses mutually agreed to by the Issuer and the Representative to be reasonably considered expenses of the Issuer which are incident to the transactions described herein.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky Survey and Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Bonds; (iii) all other expenses incurred by them in connection with the public offering of the Bonds, including the fees and disbursements of counsel retained by the Underwriters, any fees of the MSRB, the cost of obtaining CUSIP number(s), the fees and costs for the Bond's DTC-eligibility, IPREO (electronic book-running/sales order system) charges, Municipal Advisory Council fees (if any), day loan charges (currently at a rate of 1% per annum of the par amount of the Bonds) and (iv) other expenses incurred at the Underwriters' discretion (including, but not limited to, travel, lodging, meals, entertainment, deal mementos and similar expenses).

(c) The Issuer acknowledges that the Representative will pay from the Underwriters' expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a non-profit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities. An employee of one or more of the Underwriters serves on the Board of the Municipal Advisory Council of Texas. The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

9. Notices. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to the Issuer: Greater Texoma Utility Authority, 5100 Airport Drive, Denison, Texas 75020, Attention: President, Board of Directors; and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to

Robert W. Baird & Co. Incorporated, 1700 Post Oak Boulevard, Suite 600, Houston, Texas 77056, Attention: Mark Nitcholas.

10. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations and warranties contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

11. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

12. *Choice of Law.* This Agreement shall be governed by and construed in accordance with the laws of the State.

13. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

14. *Business Day.* For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

15. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. *Counterparts.* This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

17. *No Personal Liability.* None of the members of the Board of Directors, nor any officer, agent, or employee of the Issuer or of the City, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Agreement or any other document relating to the Bonds, or because of execution or attempted execution, or because of any breach or

attempted or alleged breach, of this Agreement or any other document relating to the Bonds.

18. No Boycott of Israel. Each of the Underwriters hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

19. No Terrorist Organization. Each of the Underwriters 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 the following page of such officer's internet website: <https://comptroller.texas.gov/purchasing/publications/divestment.php>. The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section excludes each Underwriter 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.

20. No Discrimination Against Fossil-Fuel Companies. Each of the Underwriters hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2276.001(1), Texas Government Code by reference to Section 809.001, Texas Government Code, shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

21. No Discrimination Against Firearm Entities and Firearm Trade Associations. Each of the Underwriters hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

As used in the foregoing verification and the following definitions,

(a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

22. Affiliate. As used in Sections 18 through 21 of this Agreement, each of the Underwriters understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with such Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

23. Attorney General Standing Letter. Each Underwriter represents that it has, or will have prior to the date of Closing, on file with the Texas Attorney General a standing letter addressing the representations and verifications contained in Sections 18 through 21 of this Agreement in a form accepted by the Texas Attorney General. In addition, if such Underwriter or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Underwriter receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a “*Comptroller Request Letter*”), such Underwriter shall promptly notify the Issuer and Bond Counsel (if it has not already done so) and provide to the Issuer or Bond Counsel, two business days prior to Closing and additionally upon request by the Issuer or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the Issuer and the Texas Attorney General (the “*Bringdown Verification*”). The Bringdown Verification shall also confirm that such Underwriter (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of such Underwriter that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

[Execution Page Follows]

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Representative. This Agreement shall become a binding agreement between the Issuer and the Underwriters when at least the counterpart of this Agreement shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

ROBERT W. BAIRD & CO.
INCORPORATED, as Representative of
the Underwriters

By: 
Name: Mark C. Nitcholas
Title: Managing Director

Accepted this December 11, 2023 at 3:32 ~~am~~ pm, Central Time

GREATER TEXOMA UTILITY AUTHORITY

By: 
Name: Paul Sigle
Title: General Manager and Pricing Officer

Schedule I – List of Underwriters

Schedule II – Schedule of Terms

Exhibit A - Form of Issue Price Certificate

Execution Page
Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (City of
Sherman Project)

SCHEDULE I
LIST OF UNDERWRITERS

Robert W. Baird & Co. Incorporated

Raymond James & Associates, Inc.

SAMCO Capital Markets, Inc.

BOK Financial Securities, Inc.

Jefferies LLC

SCHEDULE II
\$187,280,000
Greater Texoma Utility Authority
Contract Revenue Bonds, Series 2024 (City of Sherman Project)

Interest accrues from: Date of Initial Delivery

\$89,460,000 Serial Bonds

Maturity (Oct. 1)	Principal	Interest Rate	Initial Reoffering Yield ^(a)	Maturity (Oct. 1)	Principal	Interest Rate	Initial Reoffering Yield ^(a)
2027	\$1,640,000	5.000%	2.910%	2037 ^{(b)(c)}	\$5,275,000	5.000%	3.440%
2028	3,360,000	5.000%	2.900%	2038 ^{(b)(c)}	5,545,000	5.000%	3.550%
2029	3,535,000	5.000%	2.910%	2039 ^{(b)(c)}	5,830,000	5.000%	3.660%
2030	3,715,000	5.000%	2.930%	2040 ^{(b)(c)}	6,125,000	5.000%	3.770%
2031	3,905,000	5.000%	2.980%	2041 ^{(b)(c)}	6,440,000	5.000%	3.820%
2032	4,105,000	5.000%	3.000%	2042 ^{(b)(c)}	6,770,000	5.000%	3.890%
2033	4,320,000	5.000%	3.020%	2043 ^{(b)(c)}	7,120,000	5.000%	3.940%
2034 ^{(b)(c)}	4,540,000	5.000%	3.060%	2044 ^{(b)(c)}	4,875,000	4.250%	4.240%
2035 ^{(b)(c)}	4,770,000	5.000%	3.150%	2044 ^(b)	2,575,000	4.000%	4.240%
2036 ^{(b)(c)}	5,015,000	5.000%	3.280%				

\$97,820,000 Term Bonds

\$43,220,000 5.000% Term Bonds, due October 1, 2049, Priced to Yield 4.240% ^{(a)(b)(c)(d)}
\$54,600,000 4.375% Term Bonds, due October 1, 2054, Priced to Yield 4.610% ^{(a)(b)(d)}

- ^(a) The initial reoffering prices or yields of the Bonds are furnished by the Underwriters and represent the initial offering prices or yields to the public, which may be changed by the Underwriters at any time.
- ^(b) The Issuer reserves the right, at its option, to redeem Bonds having stated maturities on and after October 1, 2034, in whole or from time to time in part in principal amounts of \$5,000 or any integral multiple thereof, on October 1, 2033, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.
- ^(c) Priced to first optional call date of October 1, 2033.
- ^(d) The Term Bonds scheduled to mature on October 1 in the years 2049 and 2054 are also subject to mandatory sinking fund redemption on the dates and in the amounts set forth in the following schedule(s):

Mandatory Redemption	Principal Amount	Mandatory Redemption	Principal Amount
October 1, 2045	\$7,800,000	October 1, 2050	\$ 9,985,000
October 1, 2046	8,200,000	October 1, 2051	10,435,000
October 1, 2047	8,625,000	October 1, 2052	10,900,000
October 1, 2048	9,065,000	October 1, 2053	11,385,000
October 1, 2049*	9,530,000	October 1, 2054*	11,895,000

*Stated Maturity.

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

\$187,280,000 Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (City of Sherman Project)

The undersigned, on behalf of Robert W. Baird & Co. Incorporated, as representative (the “Representative”) of the underwriters (the “Underwriters”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”) of the Greater Texoma Utility Authority (the “Issuer”):

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Representative offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Representative agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Representative sold at

least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is December 11, 2023.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Norton Rose Fulbright US LLP in connection with rendering their opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, the Representative is not engaged in the practice of law. Accordingly, the Representative makes no representation as to the legal sufficiency of the factual matters set forth herein.

[Signature Page Follows]

EXECUTED and DELIVERED as of this _____, 2024.

ROBERT W. BAIRD & CO.
INCORPORATED, as Purchaser

By: _____

Name: _____

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-MATURITY-OFFERING-PRICE MATURITIES

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)



City Council Regular Meeting

Agenda Item No. E.2.

Meeting Date: 12/18/2023

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6677

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2024"; Specifying the Terms and Features of Such Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Notes; and Resolving Other Matters Incident and Related Thereto, 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:

Consider all matters incident and related to the issuance and sale of "City of Sherman, Texas, Limited Tax Notes, Series 2024", including the adoption of an ordinance authorizing the issuance of such notes.

Background:

As part of the fiscal year 2024 budget, the Council approved the purchase of the following fleet and equipment.

Descripti on	Amount
Mini Track Hoe	\$ 63,932
Handguns	66,699
Mini Excavator	73,925
IT- Storage	90,000
Skid Steer	102,831
IT- Backup	150,000
Rifles	161,727
Skid Steer	130,000
Dump Truck	234,253
Roll Off	294,849
Pumper	620,000
2 CSW	738,000
Trash Trucks	
Quint	1,200,000
Ladder	

Total	\$ 3,926,216
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This Ordinance authorizes the issue of the notes and their repayment over the next five (5) years. The proceeds from issuance are expected to be received on January 24, 2024. The Notes are secured by an ad valorem tax pledge as security.

Origination:

City Manager's Office

Financial Consideration:

The cost of issuance for these Notes will be about \$25,000.00, the cost of which will be netted against the proceeds from issuance.

Staff Recommendation:

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

Alternatives:

No alternatives can be recommended by staff at this time.

Attachments:

1. Ordinance No. 6677

ORDINANCE NO. 6677

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS AUTHORIZING THE ISSUANCE OF “CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2024”; SPECIFYING THE TERMS AND FEATURES OF SUCH NOTES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH NOTES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO, 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, pursuant to the Texas Government Code, Chapter 1431, as amended (hereinafter called the “Act”), the City Council is authorized and empowered to issue anticipation notes to pay contractual obligations to be incurred for (i) the construction of any public work, (ii) the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the City’s authorized needs and purposes, and (iii) a professional service; and

WHEREAS, in accordance with the provisions of the Act, the City Council hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred to pay (i) the costs of purchasing equipment and machinery, including vehicles for various City departments, including the Community Development, Police, Fire, Solid Waste, and Utility departments and (ii) professional services rendered in relation to such projects and the financing thereof; now, therefore,

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

SECTION 1. Authorization – Designation - Principal Amount - Purpose. Notes of the City of Sherman, Texas (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, LIMITED TAX NOTES, SERIES 2024” (hereinafter referred to as the “Notes”), for the purpose of paying contractual obligations to be incurred to pay (i) the costs of purchasing equipment and machinery, including vehicles for various City departments, including the Community Development, Police, Fire, Solid Waste, and Utility departments and (ii) professional services rendered in relation to such projects and the financing thereof, in conformity with the Constitution and laws of the State of Texas, including the Act.

SECTION 2. Fully Registered Obligations - Note Date - Authorized Denominations - Stated Maturities - Interest Rates. The Notes shall be issued as fully registered obligations only, shall be dated the date of initial delivery (the “Note Date”), shall be issued in denominations of \$5,000 or any integral multiple thereof, and principal payments shall become due and payable on August 15 in each of the years and in the amounts (the “Stated Maturities”) and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year of Payment</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rate(s) (%)</u>
2024		
2025		
2026		
2027		
2028		
2029		

The Notes shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers (anticipated to be January 24, 2024) at the per annum rate(s) shown above in this Section. Interest on the Notes shall be 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 August 15, 2024, until maturity.

SECTION 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Notes, due and payable by reason of maturity, or otherwise, shall be payable only to the registered owners or holders of the Notes (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 Notes is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Notes (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 Deputy Mayor and the City Clerk are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Notes. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Notes are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Notes, 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 Notes shall be payable at the Stated Maturities only upon presentation and surrender of the Notes 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 Notes 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 the 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 Notes 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 such 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. No Redemption. The Notes are not subject to redemption prior to maturity.

SECTION 5. Registration – Transfer - Exchange of Notes - Predecessor Notes. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Notes issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Note may be exchanged for Notes of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Note 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 Note (other than the Initial Note 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 Notes of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Note or Notes surrendered for transfer.

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

All Notes issued in any transfer or exchange of Notes 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 Notes surrendered in such transfer or exchange.

All transfers or exchanges of Notes 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.

Notes canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Notes," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Note or Notes registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Notes" shall include any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Note shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

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 Notes, 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 Notes shall be deposited with DTC who shall hold said Notes for its participants (the "DTC Participants"). While the Notes are held by DTC under the Depository Agreement, the Holder of the Notes 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 Note (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 Notes 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 Notes, the City covenants and agrees with the Holders of the Notes to cause Notes to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Notes in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Notes shall be made in accordance with the provisions of Sections 3, 4 and 5 of this Ordinance.

SECTION 7. Execution - Registration. The Notes shall be executed on behalf of the City by the Mayor or Deputy Mayor under its seal reproduced or impressed thereon and countersigned by the City Clerk. The signature of such officers on the Notes may be manual or facsimile. Notes

bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding whether any of such individuals shall cease to hold such offices at the time of delivery of the Notes to the initial purchaser(s) and with respect to Notes delivered in subsequent exchanges and transfers, all as authorized and provided in the Texas Government Code, Chapter 1201, as amended. No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note 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 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 Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified, registered, and delivered.

SECTION 8. Initial Note. The Notes herein authorized shall be initially issued as a single, fully registered note in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, (hereinafter called the "Initial Note") and the Initial Note shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s) as the definitive Note with the Registration Certificate of Paying Agent/Registrar attached thereto. Any time after the delivery of the Initial Note, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, may cancel the Initial Note delivered hereunder and exchange therefor definitive Notes of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms. Forms Generally. The Notes, 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 appear on each of the Notes, 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 Notes, or any maturities thereof, are purchased with insurance) and any reproduction of an opinion of counsel thereon as may, consistent herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

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

SECTION 10. Levy of Taxes. To provide for the payment of the “Debt Service Requirements” of the Notes, being (i) the interest on the Notes and (ii) a sinking fund for their payment at maturity or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars’ valuation of taxable property in the City for the Debt Service Requirements of the Notes shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on such Notes while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Notes shall be kept and maintained by the City at all times while the Notes are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Notes shall be deposited to the credit of a “Special 2024 Note Account” (the “Interest and Sinking Fund”) maintained on the records of the City and deposited in a special fund maintained at an official depository of the City’s funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Notes. The Mayor, Deputy Mayor, City Manager, Assistant City Manager, Chief Financial Officer, and City Clerk of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Notes, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Notes.

The City has sufficient current funds available and such funds are hereby appropriated to make the payment to become due on the Notes on August 15, 2024, and the Mayor, Deputy Mayor, City Manager, Assistant City Manager, Chief Financial Officer, and City Clerk, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such amount of current funds which will be sufficient to pay the amount to become due on the Notes on August 15, 2024.

SECTION 11. Mutilated - Destroyed - Lost and Stolen Notes. In case any Note shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed, lost or stolen Note, 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 Note, 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 Note shall be borne by the Holder of the Note mutilated,

or destroyed, lost or stolen. Every replacement Note 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 Notes; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Notes.

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 Notes.

SECTION 12. 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 Notes, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied. Notes 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 Notes or the principal amount(s) thereof at maturity, 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 (hereinafter defined) 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 Notes, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. In the event of a defeasance of the Notes, the City shall deliver to the Paying Agent/Registrar or an authorized escrow agent 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 and interest due on any defeased Notes. 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 Notes 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.

The term “Government Securities”, as used herein, means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, 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 the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of

obligations such as the Notes.

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 Notes, 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 Notes and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Notes 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 13. Ordinance a Contract - Amendments - Outstanding Notes. 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 Note remains Outstanding except as permitted in this Section. 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 written consent of Holders holding a majority in aggregate principal amount of the Notes then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Notes, 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 Notes, reduce the principal amount thereof, 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 Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of Notes required to be held by Holders for consent to any such amendment, addition, or rescission. The term "Outstanding" when used in this Ordinance with respect to Notes means, as of the date of determination, all Notes theretofore issued and delivered under this Ordinance, except:

- (1) those Notes cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Notes deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Notes which have been replaced with Notes registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section 14, the following terms have the following meanings:

“Closing Date” means the date on which the Notes 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 Notes.

“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 Notes are invested and which is not acquired to carry out the governmental purposes of the Notes.

“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 Notes. 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 Notes 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 Note 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 Note, 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 Notes:

(a) 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 Notes, 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

(b) 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 Notes 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 Notes 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 Notes 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 Notes.

(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 Notes 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 Note is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Notes 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 Notes until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Notes 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 Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Notes 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 Notes, 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 Notes not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Deputy Mayor, City Manager, Assistant City Manager, Chief Financial Officer, and 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 Notes, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document

SECTION 15. Sale of Notes. Pursuant to a public sale for the Notes, 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, and the sale of the Notes to the Purchaser at the price of \$_____, representing ____% of the par value, is hereby approved and confirmed. Delivery of the Notes 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 16. Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Notes 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 and the Preliminary Official Statement is deemed "final" as of its date except for the omission of the information permitted by the Rule (hereinafter defined), within the meaning of the Rule. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Deputy Mayor, City Manager, Assistant City Manager, Chief Financial Officer 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 December 18, 2023, in the offering, sale and delivery of the Notes to the public.

SECTION 17. Control and Custody of Notes. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Notes, and shall take and have charge and control of the Initial Note pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the initial purchaser.

SECTION 18. Proceeds of Sale. The proceeds of sale of the Notes, excluding any amounts set aside to pay costs of issuance, and the rounding amount, if any, which shall be deposited to the credit of the Interest and Sinking Fund, shall be deposited in a construction fund maintained at a

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 the Texas Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the appropriate authorized officials of the City. Any excess Note proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 19. 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 a 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 2024, 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 2024, 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 documents 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 Notes to the MSRB in a timely manner and not more than ten (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 Notes, or other material events affecting the tax status of the Notes;
7. Modifications to rights of holders of the Notes, if material;
8. Note calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Notes, 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, (i) any event described in the immediately preceding Subsection (c)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 (ii) the City intends the words used in the immediately preceding Subsections (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 of this Ordinance 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 for so long as, but only for so long as, the City remains an “obligated person” with respect to the Notes within the meaning of the Rule, except that the City in any event will give the notice required by Subsection (c) of this Section of any Note 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 Notes; 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. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE 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 Notes in the primary offering of the Notes 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 Notes 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 Notes. 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 Notes from lawfully purchasing or selling Notes 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) of this Section 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 20. 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 Notes. 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 21. Cancellation. All Notes surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Notes previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Notes so

delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Notes held by the Paying Agent/Registrar shall be returned to the City.

SECTION 22. Legal Opinion. The Purchaser's obligation to accept delivery of the Notes is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel"), approving the Notes as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for the Notes. An executed counterpart of said opinion shall accompany the global notes deposited with DTC or a reproduction thereof shall be printed on the definitive notes in the event the book-entry-only system shall be discontinued. The prior engagement of Bond Counsel as bond counsel to the City is hereby approved, ratified and confirmed. 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, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 24. 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 25. 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. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 27. 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 28. 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 29. Further Procedures. Any one or more of the Mayor, Deputy Mayor, City Manager, Assistant City Manager, Chief Financial Officer, 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 of the Notes. In addition, prior to the initial delivery of the Notes, the Mayor, Deputy Mayor, City Manager, Assistant City Manager, Chief Financial Officer, and 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 Notes by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. 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, Deputy Mayor, City Manager, Assistant City Manager, Chief Financial Officer, 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 30. Reimbursement. The City reasonably expects to reimburse capital expenditures made from its own funds with respect to the projects described in Section 1 hereof with proceeds of the Notes and this Ordinance shall constitute a declaration of official intent under Treas. Reg. § 1.150-2. The maximum principal amount of obligations to be issued for the projects is \$__.

SECTION 31. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 32. 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 the Texas Government Code, Chapter 551, as amended.

SECTION 33. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below in accordance with the Texas Government Code, Section 1201.028, as amended, and it is so ordained.

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

INTRODUCED on this the 18th day of December 2023.

ADOPTED on this the 18th day of December 2023.

EFFECTIVE DATE on this the 18th day of December 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, CITY ATTORNEY

EXHIBIT A
PAYING AGENT REGISTRAR/AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of December 18, 2023 (this “Agreement”), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America, or its successors (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, Limited Tax Notes, Series 2024” (the “Securities”), dated January 24, 2024, such Securities scheduled to be delivered to the initial purchasers thereof on or about January 24, 2024; 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 Section 2271.002(a)(2) of the Texas Government Code or Section 2274.002(a)(2) of the Texas Government Code, as amended. The Issuer covenants to provide notice to the Bank upon any

change in the Issuer's Fiscal Year within ten (10) business days of the governing body of the Issuer's decision to change the Fiscal Year of the Issuer.

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:

<u>Express Delivery</u>	<u>First</u>	<u>By Hand</u>
The Bank of New York Mellon Trust Company, N.A. Institutional Trust Services 2001 Bryan Street, 10th Floor Dallas, Texas 75201	The Bank of New York Mellon Trust Company, N.A. Institutional Trust Services P.O. Box 2320 Dallas, Texas 75221-2320	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, to the extent permitted by law, 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/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

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 West Mulberry Street
Sherman, Texas 75090

Attest:

City Clerk

ANNEX A

EXHIBIT B
FORM OF NOTES

(a) Form of Definitive Notes.

REGISTERED
NO. R-____

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS
LIMITED TAX NOTES, SERIES 2024

Note Date:
January 24, 2024

Interest Rate:
_____%

Stated Maturity:
August 15, ____

CUSIP NO:

Registered Owner:

Principal Amount:

DOLLARS

The City of Sherman, Texas (hereinafter referred to as the “City”), a body corporate and political subdivision 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, without right of prior redemption, and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the “Registration Date” of this Note appearing below (unless this Note 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 Note is prior to the initial interest payment date in which case it shall bear interest from the date of its delivery to the initial purchaser) 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 August 15, 2024, until maturity. Principal of this Note shall be payable at its Stated Maturity to the Registered Owner hereof upon presentation and surrender at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, 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 is payable to the registered owner of this Note (or one or more Predecessor Notes, 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 the payment of the principal of or interest on the Notes 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 such 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 Note 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 Note is issued in the aggregate principal amount of \$_____ (herein referred to as the "Notes") for the purpose of paying contractual obligations to be incurred to pay (i) the costs of purchasing equipment and machinery, including vehicles for various City departments, including the Community Development, Police, Fire, Solid Waste, and Utility departments 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 and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Notes are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. 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 of the provisions of which the owner or holder of this Note 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 Notes; the terms and conditions relating to the transfer or exchange of this Note; 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 this Note may be redeemed or discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Note, 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 Notes 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, may treat the registered owner hereof 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 Note as the owner entitled to payment of principal hereof at its Stated Maturity, 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 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. Notice of the Special Record Date and of the

scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, 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 Notes 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 Notes 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 Notes 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 Notes by the levy of a tax as aforesated. In case any provision in this Note 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 Note 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 Note to be duly executed under the official seal of the City as of the Note Date.

CITY OF SHERMAN, TEXAS

Mayor

COUNTERSIGNED:

City Clerk

(SEAL)

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

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

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

I HEREBY CERTIFY that this Note 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 Notes only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note has been duly issued and registered under the provisions of the within-mentioned Ordinance; the note or notes 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 office of the Paying Agent/Registrar in East Syracuse, New York, is the Designated Payment/Transfer Office for this Note.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

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 Note and all rights thereunder, and hereby
irrevocably constitutes and appoints _____

attorney to transfer the within Note 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 Note in every particular.

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

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS
LIMITED TAX NOTES, SERIES 2024

Note Date: January 24, 2024

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Sherman, Texas (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 each of the
years and in principal installments in accordance with the following schedule:

Year of
Stated Maturity

Principal
Amounts (\$)

Interest
Rate(s) (%)

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

(without right of prior redemption) and to pay interest on the unpaid principal amounts hereof from the date of its delivery to the initial purchasers (January 24, 2024) 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 August 15, 2024, until maturity. Principal installments of this Note are payable at its Stated Maturity 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, 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 is payable to the registered owner of this Note 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 Notes 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 Note 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.

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City Council Regular Meeting

Agenda Item No. E.3.

Meeting Date: 12/18/2023

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6678

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow an Automobile Sales, New or Used and Automobile Repair, Body Work, or Painting with Asphalt Addition in a C-2 (Retail Business) District /75&82 Overlay District and Repeal Ordinance No. 6613, Located At 2303 Texoma Parkway; Consisting Of 0.770 acres, being in the Smith McGlothlin Survey, Abstract No. 808, and being a Remainder of Lot 1 in Block 1 of Highland Park Addition, City Of Sherman, Grayson County, Texas LCA Properties, LLC (Owner), Todd Kofsky, Sherman Motors (Representative) and Underwood Drafting & Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 0.770 acres of land located at 2303 Texoma Parkway to Allow an Automobile Sales, New or Used and Automobile repair, body work, or painting with asphalt addition in a C-2 (Retail Business) District and repeal Ordinance No. 6613.

Background:

The property is located at 2303 Texoma Parkway between East Nall Street and Baker Drive. The owner is requesting a Specific Use Permit and Site Plan approval under Section 14.06.009 to allow Automobile Sales, New or Used and Automobile repair, body work, or painting with asphalt addition in a C-2 (Retail Business) District and repeal Ordinance No. 6613.

The following has been approved for this location:

- June 20, 2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow Automobile motorcycle, boat or trailer sales, new or used.
- June 20, 2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow Automobile repair, body work, or painting.
- June 20, 2023 - Site Plan for a garage addition.

Origination:

LCA Properties, LLC (Owner)
Todd Kofsky, Sherman Motors (Representative)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 14, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter being tied to LCA, Properties and Todd Kofsky, Sherman Motors. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6678
2. Exhibit A - Survey/Site Plan
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign
7. Elevations
8. Ordinance No. 6613
9. Staff Review Letter

ORDINANCE NO. 6678

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE SALES, NEW OR USED AND AUTOMOBILE REPAIR, BODY WORK, OR PAINTING WITH ASPHALT ADDITION IN A C-2 (RETAIL BUSINESS) DISTRICT/75&82 OVERLAY DISTRICT AND REPEAL ORDINANCE NO. 6613, LOCATED AT 2303 TEXOMA PARKWAY; CONSISTING OF 0.770 ACRES, BEING IN THE SMITH MCGLOTHLIN SURVEY, ABSTRACT NO. 808, AND BEING A REMAINDER OF LOT 1 IN BLOCK 1 OF HIGHLAND PARK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS LCA PROPERTIES, LLC (OWNER), TODD KOFSKY, SHERMAN MOTORS (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

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

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 2303 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Automobile Sales and Repair with asphalt addition, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in yellow on **Exhibit A – Survey/Site Plan**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)
3. The dumpster/trash enclosure shall be screened. The screening shall be constructed of masonry or similar durable material. (*Sec. 14.04.004(4)(c)*).
4. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
5. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
6. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
7. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

13. Platting of the property is required. *Code of Ordinances Chapter 10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004*
14. Wastewater main may be required to be extended in accordance with City criteria to serve proposed Lot. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; 10.03.003(j)(1)*
15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(f)*

Fire Services

16. [] 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
17. [] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
18. [] 503.2.1 - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'. (City Ordinances Amendments 3.01.002)
19. [] 503.2.4 - The minimum turning radius shall be at least 25' unless fire lane exceeds minimum requirement of 24'. (City Ordinances Amendments 3.01.002)
20. [] 503.2.5 - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 20' 24' wide fire lane. (City Ordinances Amendments 3.01.002)

Additional Conditions:

21. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A**.
22. This Specific Use Permit is limited to New or Used Automobile Sales and Minor Automobile Repair for vehicles to be sold at this location. Automobile repair is not allowed for customers seeking to maintain or repair their personal or private vehicle.

P&Z Conditions:

23. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than LCA, Properties and Todd Kofsky, Sherman Motors is the lessee of the Property.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as

they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. 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 8. That in the event 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 9. 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 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 18th day of December 2023.

ADOPTED on this the 18th day of December 2023.

EFFECTIVE DATE on this the 18th day of December 2023.

CITY OF SHERMAN, TEXAS

BY:

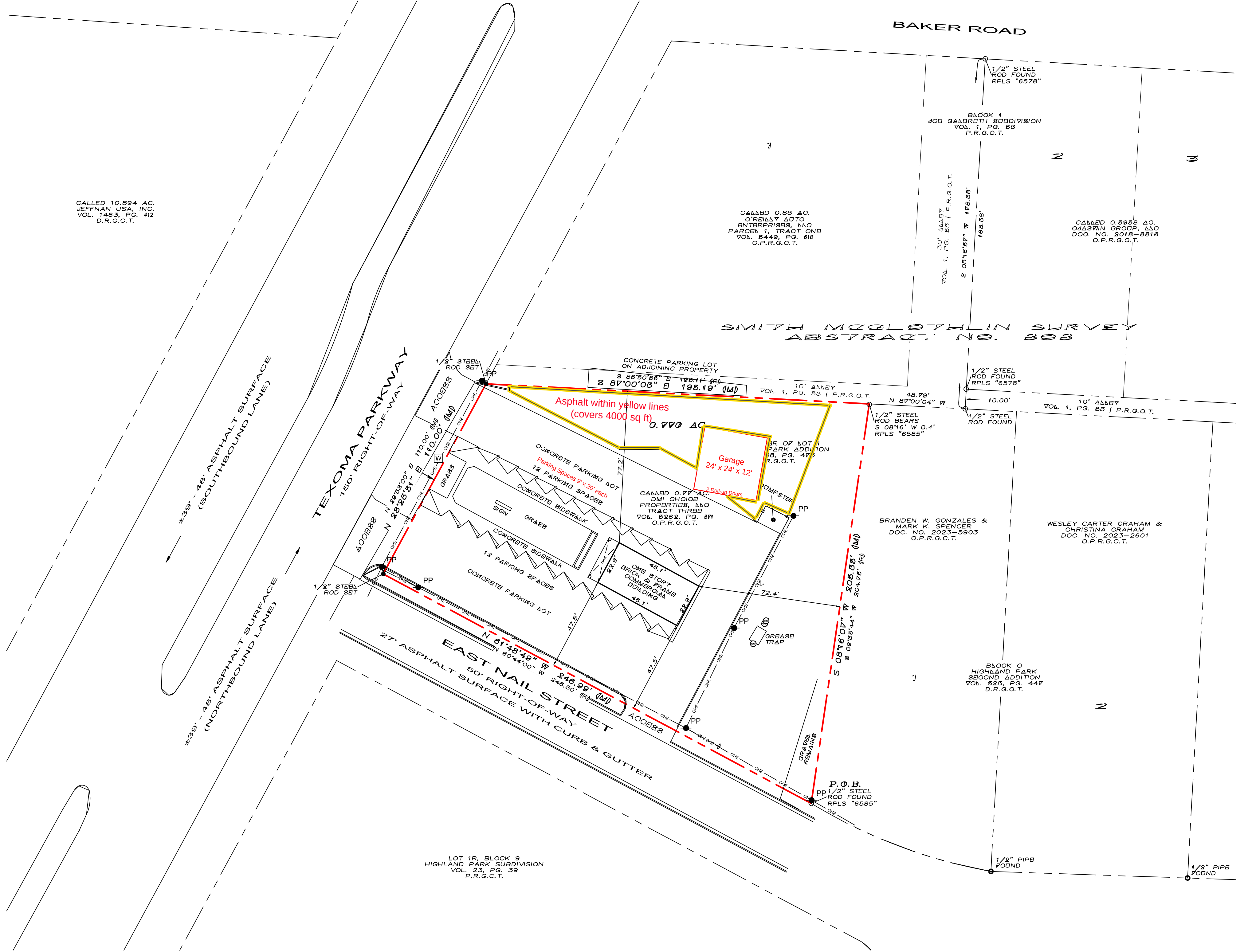
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



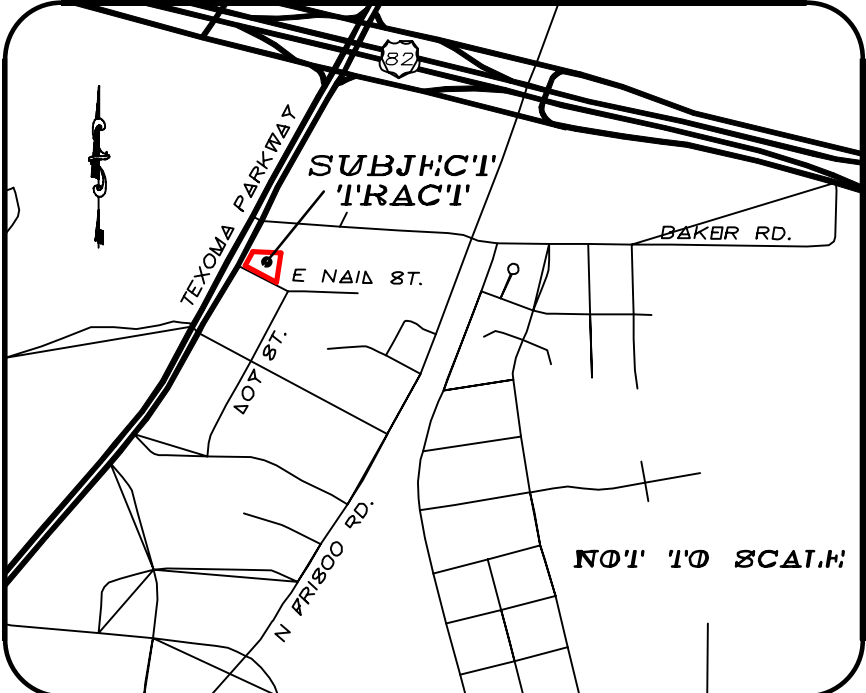
Flood Information

By graphic plotting only, this property is located in Zone "X" of the Flood Insurance Rate Map, Community Panel No. 48181C 0290 G, which bears an effective date of September 1, 2022, and is NOT in a special flood hazard area. No field surveying was performed to determine this Zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

Zone "X" denotes areas outside the 100 year flood plain.

LEGEND	
●	1/2" STEEL ROD SET
○	1/2" STEEL ROD FOUND
○	1/2" PIP FOUND
PP	POWER POLE
●	SEWER MANHOLE
WM	WATER METER
---	BOUNDARY LINE
---	PROPERTY LINE
---	OVERHEAD BUS

VICINITY MAP



Zoning Information

The subject tract lies within the limits of the following zone: C-2 (General Commercial District). Requirement of this zone are as follows:

C-2 (General Commercial District):
Front Setback: 25 feet
Rear Setback: 25 feet
Side Setback: 15 feet
Max. Height: No building shall exceed 35 feet.

Legal Description

Situated in the County of Grayson, State of Texas, being a part of Smith McElathlin Survey, Abstract No. 808, and being a remainder of Lot 1 in Block 1 of Highland Park Addition, according to the plat thereof recorded in Volume 408, Page 473, Deed Records, Grayson County, Texas, and being a retracement survey of a called 0.77 acre tract of land described as Tract Three in the deed to DMI Choice Properties, LLC, recorded in Volume 5262, Page 571, Official Public Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod stamped "6585" found for the southeast corner of said 0.77 acre tract, common to the southwest corner of Lot 1, Block C of Highland Park Second Addition, according to the plat thereof recorded in Volume 523, Page 447, said Deed Records, and on the northerly right-of-way line of East Nail Street;

Thence North 61°48'49" West, with the southerly line of said 0.77 acre tract, and with the northerly right-of-way line of said East Nail Street, a distance of 246.99 feet to a 1/2" steel rod set for the southwest corner of said 0.77 acre tract, and at the intersection of the southerly right-of-way line of said East Nail Street and the easterly right-of-way line of Texoma Parkway;

Thence North 28°23'51" East, with the westerly line of said 0.77 acre tract, and with the easterly right-of-way line of said Texoma Parkway, a distance of 110.00 feet to a 1/2" steel rod set for the northwest corner of said 0.77 acre tract, common to the southwest corner of a called 0.83 acre tract of land described as Parcel 1, Tract One in the deed to O'Reilly Auto Enterprises, LLC, recorded in Volume 5449, Page 613;

Thence South 87°00'03" East, with the northerly line of said 0.77 acre tract, and with the southerly line of said 0.83 acre tract, a distance of 195.19 feet to the northeast corner of said 0.77 acre tract, common to the northwest corner of aforesaid Lot 1 of Highland Park Second Addition, and from which a found 1/2" steel rod stamped "6585" bears South 08°16'07" West, a distance of 0.4 feet;

Thence South 08°16'07" West, with the easterly line of said 0.77 acre tract, and with the westerly line of said Lot 1, a distance of 205.35 feet to the Point of Beginning and containing 0.770 acres of land, more or less.

Surveyor's Notes

1. The property has a total area of 0.770 acres of land.
2. There are no visible signs of cemeteries observed at the time of this survey.
3. All visible above ground indications of public utilities are depicted hereon.
4. There is no observable evidence of site use as a solid waste dump, sump or sanitary landfill.
5. There is no evidence of recent street or sidewalk construction.
6. There is no evidence of recent dirt work on the site.
7. The subject tract has direct access to Texoma Parkway, a public highway maintained by the State of Texas. The subject tract also has direct access to East Nail Street.

Surveyor's Certification

To: LCA Properties, LLC; DMI Choice Properties, LLC; First National Title Insurance Company; Security Title, Inc.;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items not specified of Table A thereof.

The fieldwork was completed on April 6th, 2023
Date of Plat or Map: April 11, 2023

Douglas W. Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
State of Texas
Firm No. 10006300



Title Information

The Title Description and Schedule B items hereon are from Security Title, Inc., commitment # 2303-195H, Effective Date March 24, 2023.

Schedule "B" Items

10d. The surveyed property is subject to any matter, including but not limited to easements, roadways, and/or building set back lines as shown on the recorded plat of Highland Park Addition, an Addition to the City of Sherman, Grayson County, Texas, of recorded in Volume 408, Page 473, of the Deed Records, Grayson County, Texas.

Building Height

BUILDING 1 13.0'

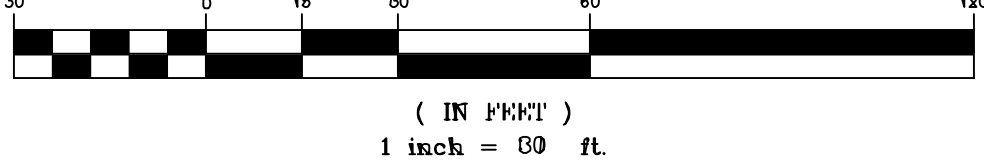
Parking Information

24 REGULAR SPACES

Basis of Bearings

~ Bearings are based ~
GRID NORTH, NAD 83
TEXAS STATE PLANE
COORDINATE SYSTEM
NORTH CENTRAL ZONE

GRAPHIC SCALE



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This survey is also unpublished work protected under the state's Uniformed Services Joint Interest Act (USJIA) and the state's Uniformed Services Joint Interest Act (USJIA). Any use or disclosure of this survey without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

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ALTA/NSPS LAND TITLE SURVEY



3404 INTERURBAN ROAD
DENISON, TEXAS 75020
PHONE (903)465-2151
FAX (903)465-2152

Project Location
GRAYSON COUNTY

Project Address
2303 TEXOMA PARKWAY
CITY OF SHERMAN

Project Name

Prepared For:

ERA STEVE COOK
& CO. REALTORS

Job Number 23030314

Sheet 1 of 1		
Date	Revisions	Date
04/11/2023		
Dwn. By DWH		
Aprvd. By DWH		
Dwg. No. 23030314		
Scale 1" = 60'		

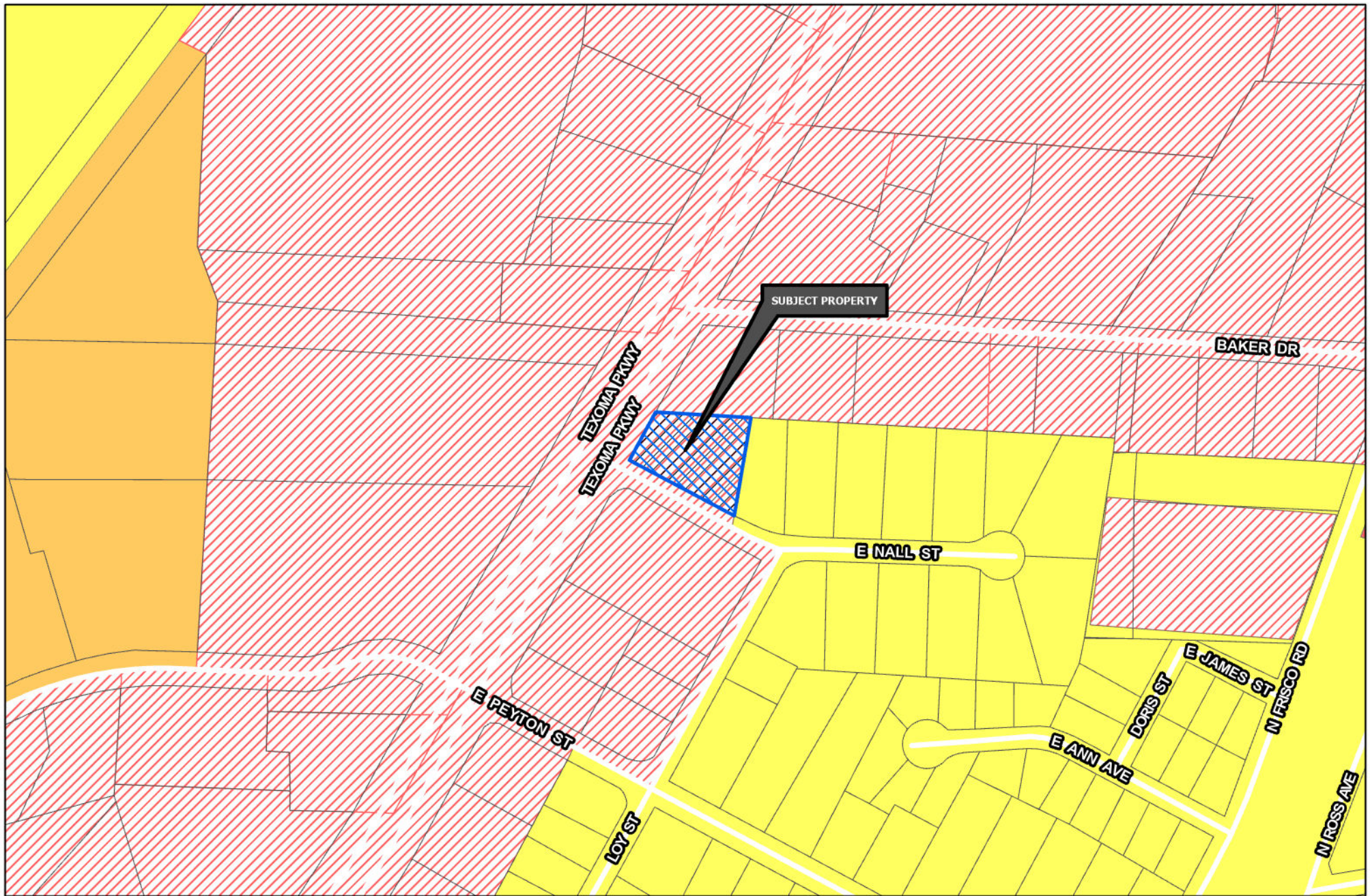
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City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2303 TEXOMA PKWY





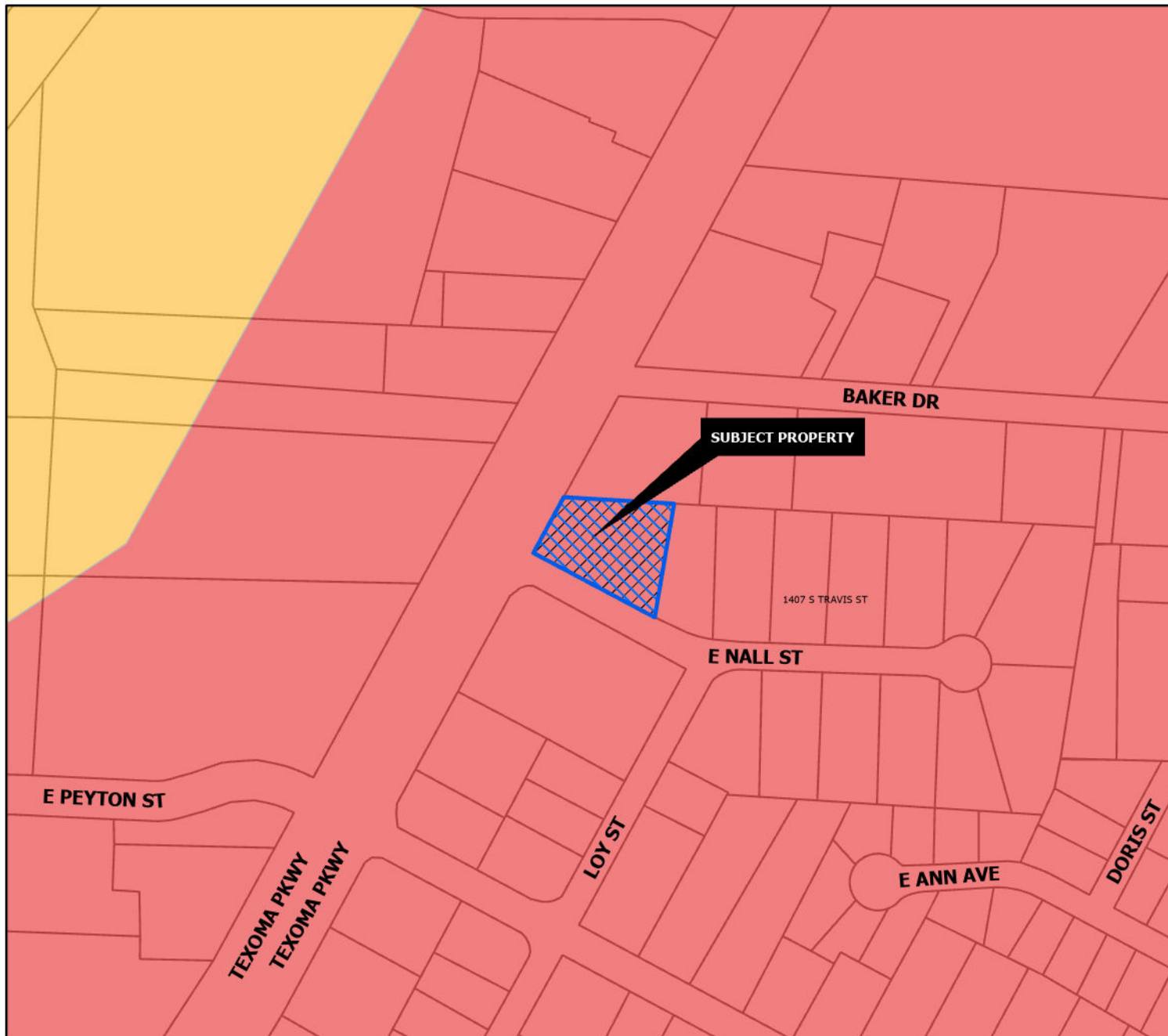
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

R-A Residential Agricultural	MF-15 Multi-Family Residential	M-1.5 Medium Manufacturing
R-E Estate Residential	MF-30 Multi-Family Residential	M-2 Heavy Manufacturing
R-12 Single Family Residential	MH Manufactured Housing	PD Planned Development
R-6 Single Family Residential	C-N Neighborhood Commercial	Subject Locations
R-5 Single Family Residential	C-O Office	Road Names All
R-4 Patio Home Residential	C-1 Retail Business	
R-2F Duplex Residential	C-2 General Commercial	
R-TH Townhome Residential	M-1 Light Manufacturing	

CITY OF SHERMAN
ZONING MAP
2303 TEXOMA PKWY





REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

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- General Commercial
- Office
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Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

Agriculture/Rural	Core Neighborhood	Technology Hub
Airport	Downtown	Subject Locations
City Parkland	Regional Commercial	
Community Commercial	Suburban Neighborhood	

CITY OF SHERMAN
FUTURE LAND USE MAP
2303 TEXOMA PKWY



Date: 7/26/2019 1:20 PM





ORDINANCE NO. 6613

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE SALES, NEW OR USED AND AUTOMOBILE REPAIR, BODY WORK, OR PAINTING IN THE C-2 (GENERAL COMMERCIAL) DISTRICT/75 & 82 OVERLAY DISTRICT, LOCATED AT 2303 TEXOMA PARKWAY, CONSISTING OF 0.770 ACRES, BEING IN THE SMITH MCGLOTHLIN SURVEY, ABSTRACT NO. 808, AND BEING A REMAINDER OF LOT 1 IN BLOCK 1 OF HIGHLAND PARK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (LCA PROPERTIES, LLC, OWNER; TODD KOFSKY, SHERMAN MOTORS, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

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

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 2303 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Automobile sales, new or used and Automobile repair, body work, or painting, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey/Site Plan.**

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. Impact fees will be required at the time of building permit application. (*Chapter 13, Article. 13.11*)
6. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
7. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (a)(1)(C)*)
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

13. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
14. Wastewater main may be required to be extended in accordance with City criteria to serve proposed Lot. Wastewater capacity shall be verified for proposed use. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)
15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154

Additional Conditions:

16. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A**.
17. This Specific Use Permit is limited to New or Used Automobile Sales and Minor Automobile Repair for vehicles to be sold at this location. Automobile repair is not allowed for customers seeking to maintain or repair their personal or private vehicle.

P&Z Conditions:

18. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than LCA, Properties and Todd Kofsky, Sherman Motors is the lessee of the Property.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. 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 8. That in the event 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 9. 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 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 17th day of July 2023.

ADOPTED on this the 17th day of July 2023.

EFFECTIVE DATE on this the 17th day of July 2023.

CITY OF SHERMAN, TEXAS

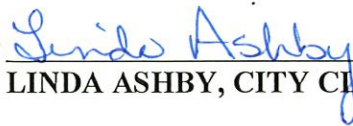
BY:



DAVID PLYLER, MAYOR

ATTEST:

BY:



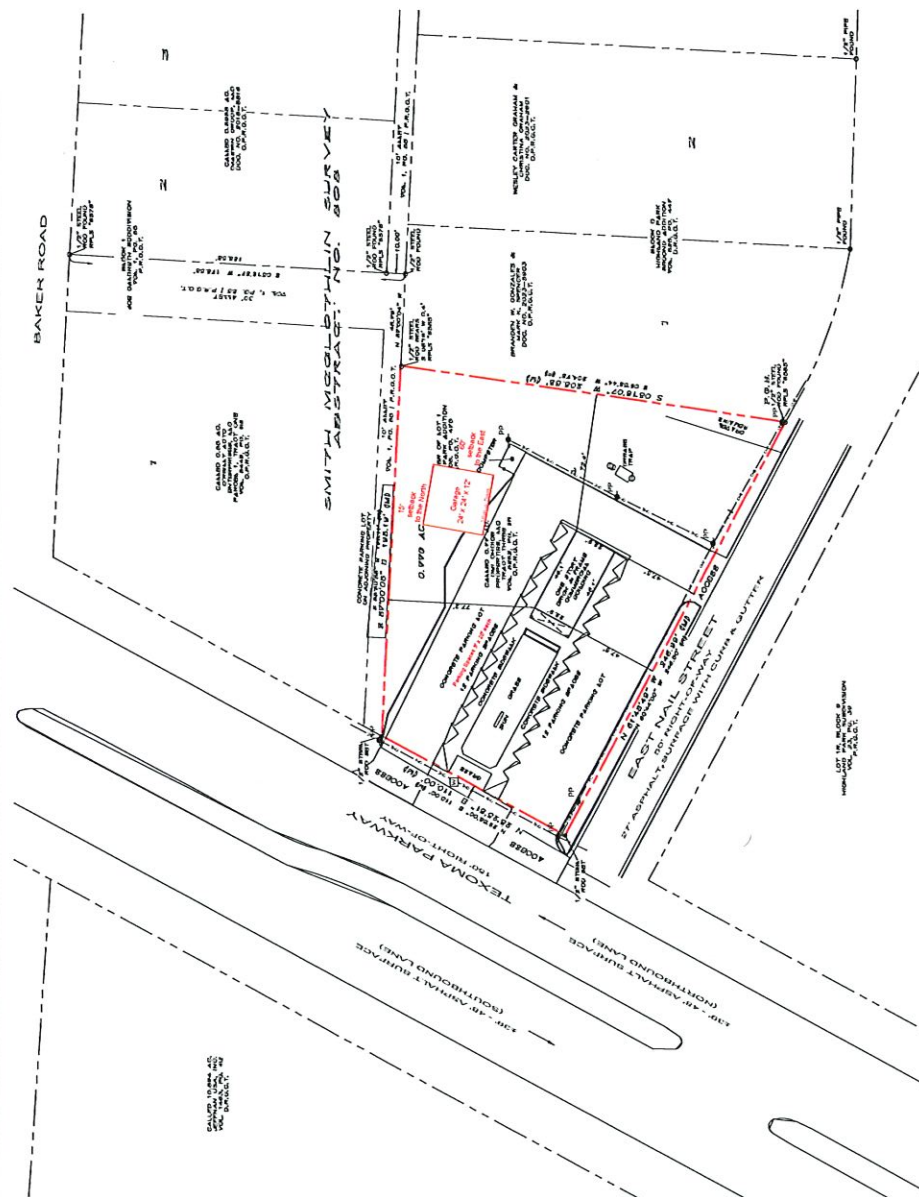
LINDA ASHBY, CITY CLERK

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

BY:



RYAN D. PITTMAN, CITY ATTORNEY



Flood Information

Any graphic plotting only, this property is located in Zone "X" of the Flood Insurance Rate Map, Community Panel No. 48761C 0280 0, which bears an effective date of September 1, 2022. This property is located in a Special Flood Hazard area. This property is NOT in a special flood hazard area. Map information is provided for informational purposes only. This information is not intended to be used for any other purpose. Any questions or comments regarding this information should be directed to the Federal Emergency Management Agency.

[illegible]

Legal Description

[illegible]

Surveyor's Notes

1. The property has a total area of 0.770 acres of land.
2. There are no visible signs of the time of this survey.
3. All visible above ground structures are depicted herein.
4. There is no observable evidence of site use as a solid waste dump, runway or sanitary landfill.
5. There is no evidence of recent or old sidewalk construction.
6. There is no evidence of recent dirt work on the site.
7. The subject tract has direct access to a public highway maintained by the State of Texas, the street address to East 10th Street.

Zoning Information

The subject tract lies within the limits of the following zone: C-2 (General Commercial District). Requirement of this zone are as follows:

C-2 (General Commercial District):
Front Setback: 15 feet
Rear Setback: 25 feet
Side Setback: 15 feet
Max. Height: No building shall exceed 37.5 feet.

Surveyor's Certification

To: LCA Properties, LLC; DMJ Choice Properties, LLC; First National Title Insurance Company Security Title, Inc.;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and the Board of Standards and Practices, and that the survey complies with the requirements of the Uniform Land Use Planning Act, and includes items not specified in Table A, item 1.



Angela W. Underwood
Registered Professional
Land Surveyor No. 4709
State of Texas
Exam No. 10000000

Title Information

The Title Description and Schedule B Name hereon are from Security Title.

Schedule "B" Items

The surveyed property is subject to any action, including but not limited to easements, roadways, and/or utility art built there as shown on the recorded plat of Highland Park Addition, an addition to the City of Sherman, Grapewin County, Texas, as recoded in Volume

Building Height

478 J. B. G. Thompson

Parking Information

RECEIVED

Basis of Bearings

-- Drawings are based --

GRAPHIC SCAT.K



best 2 of 3

Date	performed	Location	Note
Down By	(unit)		
Upd By	(new)		
Dwg. No.	revision		
Scale	" = "		

ALTA/NSPS LAND TITLE SURVEY

UNDERWOOD

Prepared For:

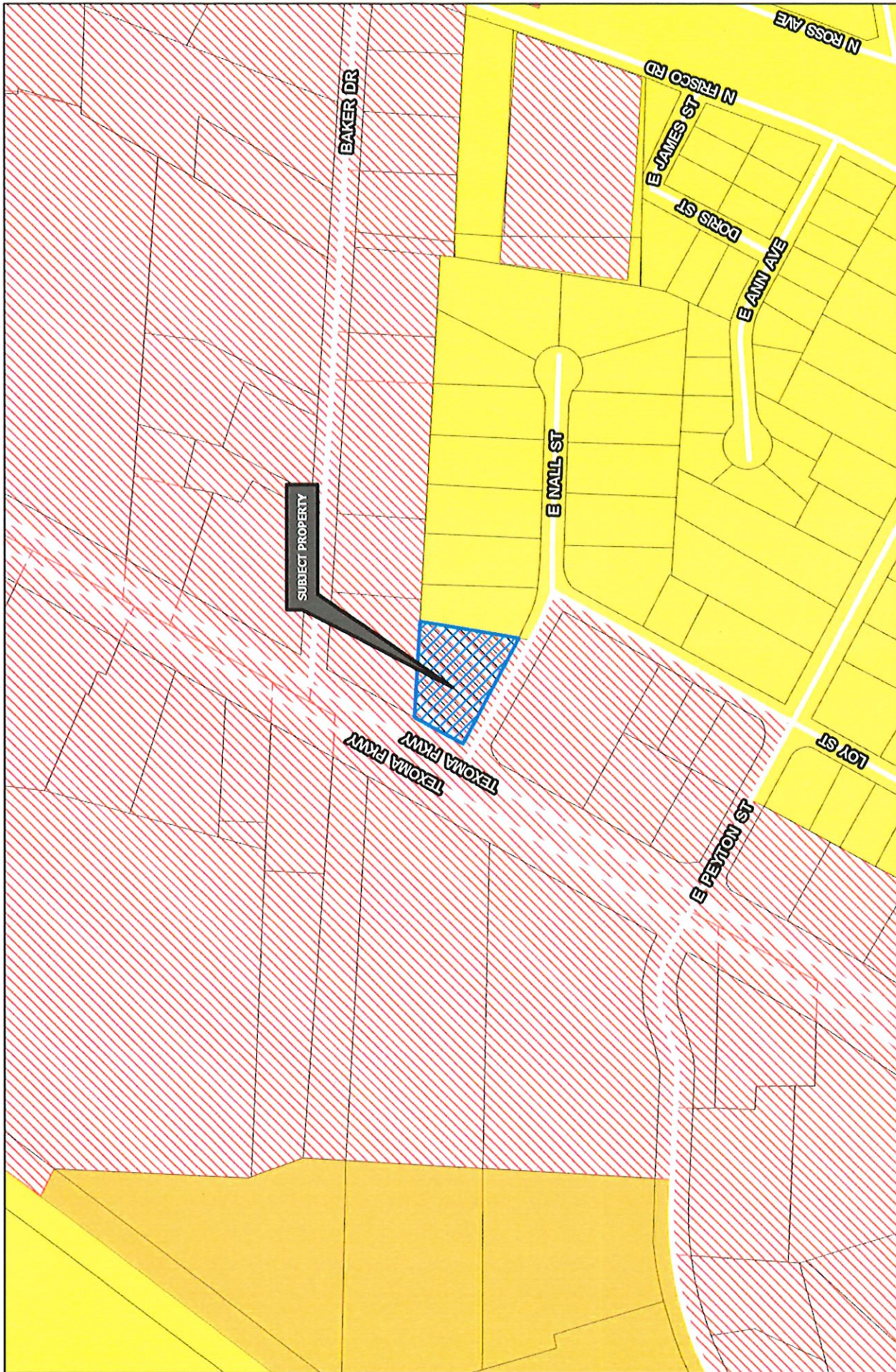
ERA STEVE COOK

Project Location

GRAYSON COUNTY

Project Name	Project Manager	Project Status	Project Start Date	Project End Date	Project Budget	Project Description
Project A	John Doe	Completed	2023-01-01	2023-03-31	\$100,000	Website Redesign
Project B	Jane Smith	In Progress	2023-04-01	2023-06-30	\$200,000	Mobile App Development
Project C	Mike Johnson	On Hold	2023-07-01	2023-09-30	\$150,000	Cloud Migration
Project D	Sarah Brown	Planned	2023-10-01	2023-12-31	\$75,000	Marketing Campaign
Project E	David Wilson	Completed	2023-01-15	2023-02-28	\$50,000	IT Infrastructure Upgrade
Project F	Emily Davis	In Progress	2023-03-15	2023-05-31	\$120,000	Customer Portal Development
Project G	Chris Miller	On Hold	2023-06-15	2023-08-31	\$90,000	Security Audit
Project H	Alexander Lee	Planned	2023-09-15	2023-11-30	\$60,000	HR System Integration
Project I	Olivia White	Completed	2023-02-01	2023-04-30	\$80,000	Internal Tool Development
Project J	Benjamin Green	In Progress	2023-05-01	2023-07-31	\$110,000	Supply Chain Optimization
Project K	Mia Black	On Hold	2023-08-01	2023-10-31	\$130,000	AI Research Project
Project L	Noah Gray	Planned	2023-11-01	2024-01-31	\$40,000	Compliance Training
Project M	Ava Blue	Completed	2023-01-20	2023-03-15	\$65,000	Facilities Renovation
Project N	Liam Yellow	In Progress	2023-04-20	2023-06-15	\$95,000	Product Feature Enhancement
Project O	Sophia Purple	On Hold	2023-07-20	2023-09-15	\$105,000	Partnership Program Launch
Project P	Ethan Pink	Planned	2023-10-20	2023-12-15	\$70,000	Employee Wellness Initiative
Project Q	Isabella Brown	Completed	2023-02-20	2023-04-15	\$55,000	IT Helpdesk Automation
Project R	Mason Green	In Progress	2023-05-20	2023-07-15	\$115,000	Supply Chain Diversification
Project S	Charlotte Blue	On Hold	2023-08-20	2023-10-15	\$125,000	AI Chatbot Implementation
Project T	Lucas Yellow	Planned	2023-11-20	2024-01-15	\$45,000	Compliance Policy Review
Project U	Amelia Purple	Completed	2023-01-25	2023-03-20	\$75,000	Facilities Security Upgrade
Project V	Benjamin Gray	In Progress	2023-04-25	2023-06-20	\$100,000	Product Beta Testing
Project W	Sophia Black	On Hold	2023-07-25	2023-09-20	\$135,000	Partnership Onboarding
Project X	Ethan Pink	Planned	2023-10-25	2023-12-20	\$75,000	Employee Training Program
Project Y	Isabella Brown	Completed	2023-02-25	2023-04-20	\$60,000	IT Network Optimization
Project Z	Mason Green	In Progress	2023-05-25	2023-07-20	\$120,000	Supply Chain Risk Assessment
Project AA	Charlotte Blue	On Hold	2023-08-25	2023-10-20	\$140,000	AI Research Phase 2
Project AB	Lucas Yellow	Planned	2023-11-25	2024-01-20	\$50,000	Compliance Policy Update
Project AC	Amelia Purple	Completed	2023-01-30	2023-03-25	\$80,000	Facilities Energy Audit
Project AD	Benjamin Gray	In Progress	2023-04-30	2023-06-25	\$105,000	Product Feature Rollout
Project AE	Sophia Black	On Hold	2023-07-30	2023-09-25	\$145,000	Partnership Expansion
Project AF	Ethan Pink	Planned	2023-10-30	2023-12-25	\$80,000	Employee Wellness Workshop
Project AG	Isabella Brown	Completed	2023-02-28	2023-04-23	\$65,000	IT Network Security Patch
Project AH	Mason Green	In Progress	2023-05-28	2023-07-23	\$125,000	Supply Chain Sustainability
Project AI	Charlotte Blue	On Hold	2023-08-28	2023-10-23	\$150,000	AI Research Phase 3
Project AJ	Lucas Yellow	Planned	2023-11-28	2024-01-23	\$55,000	Compliance Policy Implementation
Project AK	Amelia Purple	Completed	2023-01-31	2023-03-26	\$85,000	Facilities Sustainability Initiative
Project AL	Benjamin Gray	In Progress	2023-04-30	2023-06-26	\$110,000	Product Feature Enhancement Phase 2
Project AM	Sophia Black	On Hold	2023-07-30	2023-09-26	\$155,000	Partnership Onboarding Phase 2
Project AN	Ethan Pink	Planned	2023-10-30	2023-12-26	\$85,000	Employee Training Program Phase 2
Project AO	Isabella Brown	Completed	2023-02-29	2023-04-24	\$70,000	IT Network Security Upgrade
Project AP	Mason Green	In Progress	2023-05-29	2023-07-24	\$130,000	Supply Chain Risk Mitigation
Project AQ	Charlotte Blue	On Hold	2023-08-29	2023-10-24	\$160,000	AI Research Phase 4
Project AR	Lucas Yellow	Planned	2023-11-29	2024-01-24	\$60,000	Compliance Policy Review Phase 2
Project AS	Amelia Purple	Completed	2023-01-31	2023-03-27	\$90,000	Facilities Energy Efficiency Project
Project AT	Benjamin Gray	In Progress	2023-04-30	2023-06-27	\$115,000	Product Feature Enhancement Phase 3
Project AU	Sophia Black	On Hold	2023-07-30	2023-09-27	\$165,000	Partnership Onboarding Phase 3

Job Number 25030314



CITY OF SHERMAN
ZONING MAP
2303 TEXOMA PKWY

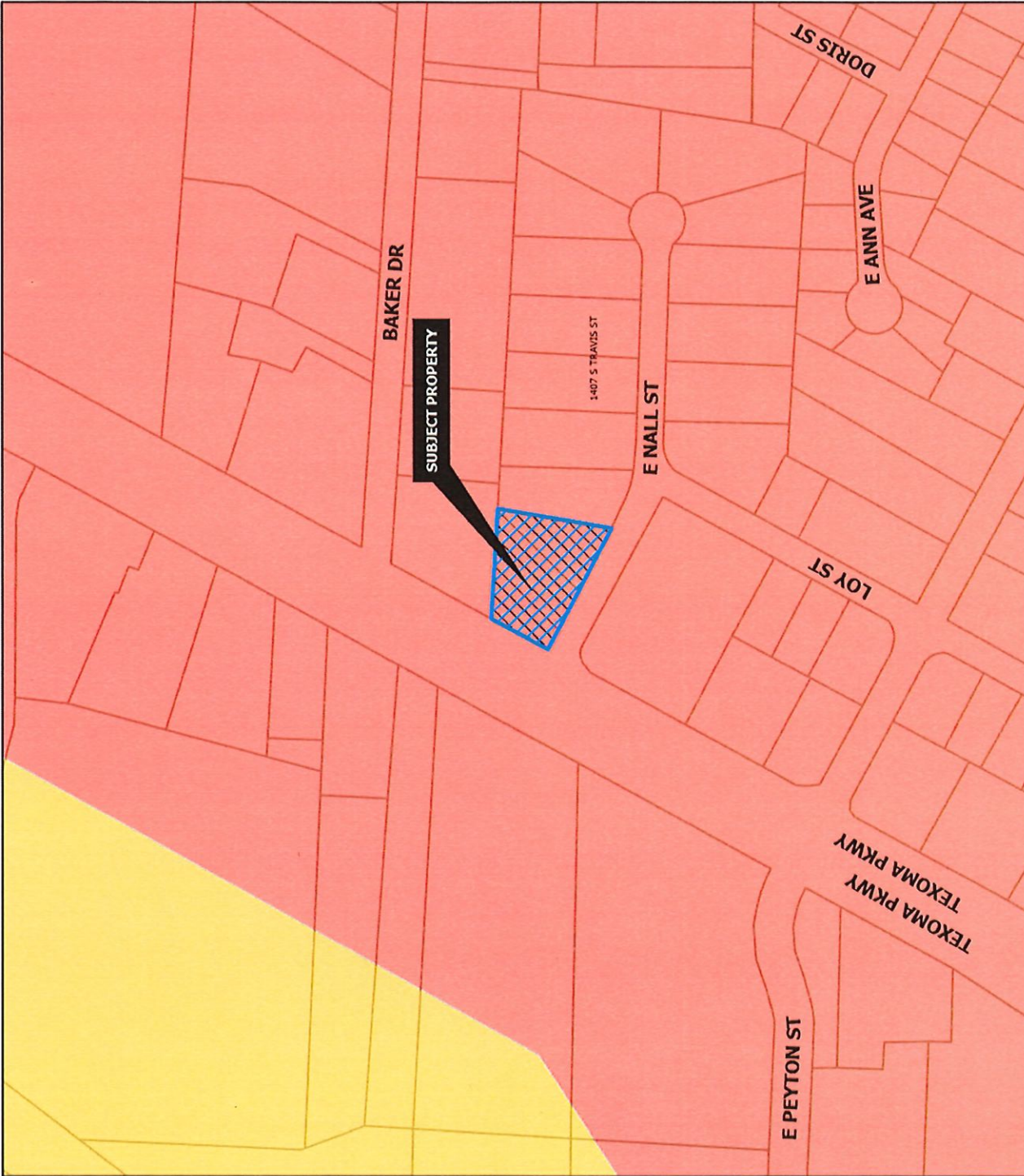
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|--|--------------------------------|--|----------------------------|
| | MF-15 Multi-Family Residential | | M-1.5 Medium Manufacturing |
| | MF-30 Multi-Family Residential | | M-2 Heavy Manufacturing |
| | MH Manufactured Housing | | PD Planned Development |
| | C-N Neighborhood Commercial | | Subject Locations |
| | C-O Office | | Road Names All |
| | C-1 Retail Business | | |
| | C-2 General Commercial | | |
| | M-1 Light Manufacturing | | |
| | R-A Residential Agricultural | | |
| | R-E Estate Residential | | |
| | R-12 Single Family Residential | | |
| | R-6 Single Family Residential | | |
| | R-5 Single Family Residential | | |
| | R-4 Pato Home Residential | | |
| | R-2F Duplex Residential | | |
| | R-TH Townhome Residential | | |

Sherman
CLASSIC TOWN, BROAD HORIZON
Development Services
Department







- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Subject Locations



CITY OF SHERMAN
FUTURE LAND USE MAP
2303 TEXOMA PKWY

Date: 5/24/2023 9:13 AM

REGIONAL COMMERCIAL

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- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."



**2303 Texoma Pkwy
Sherman, TX 75090**

RE: Special Use Permit

May 22, 2023

We are requesting a Special Use Permit to operate an automobile dealership. Business operations will include buying and selling of used cars, trucks and SUVs as well as automotive repair and detailing of vehicles.

If you have any questions, please contact Todd Kofsky at 903-226-0626.

Thank you.

A handwritten signature in blue ink, appearing to read "Todd Kofsky", is written over a horizontal line.

Todd Kofsky
Owner, Sherman Motors

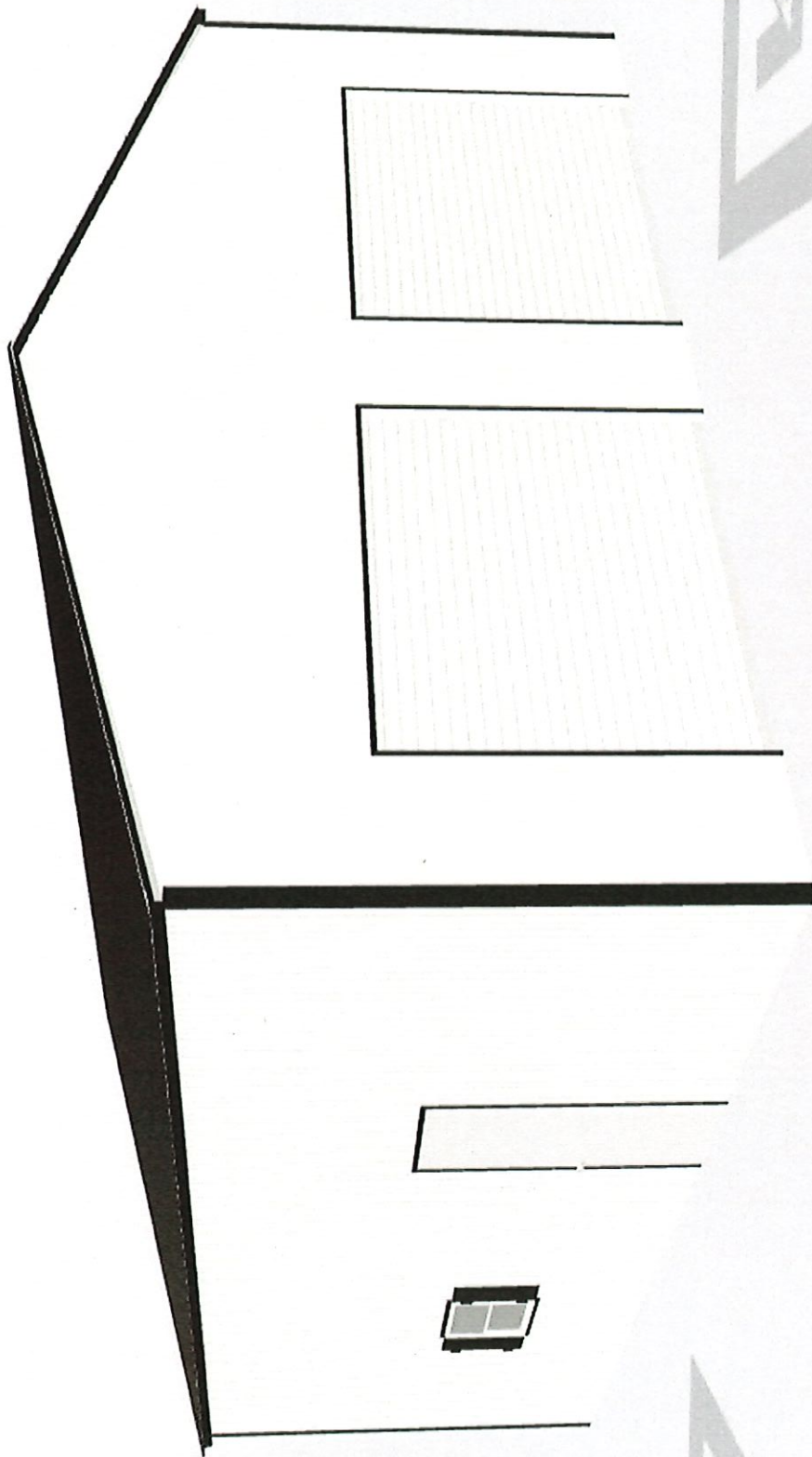












STAFF REVIEW LETTER

June 13, 2023

Sent via Email

Sherman Motors
Todd Kofsky
2303 Texoma Pkwy
Sherman, TX 75090

LCA Properties, LLC
565 Cleve Cole Rd
Denison, TX 75021

Dear Applicants,

The request of a Public Hearing and Specific Use Permit under Section 14.06.009 to allow Automobile motorcycle, boat or trailer sales, new or used; a Public Hearing and Specific Use Permit under Section 14.06.009 to allow Automobile repair, body work, or painting; and Site Plan approval for a garage addition located at 2303 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, June 20, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. Impact fees will be required at the time of building permit application. (*Chapter 13, Article. 13.11*)
6. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
7. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (a)(1)(C)*)

11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

13. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
14. Wastewater main may be required to be extended in accordance with City criteria to serve proposed Lot. Wastewater capacity shall be verified for proposed use. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)
15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154

It is the policy of Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Heflon, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer

STAFF REVIEW LETTER

November 7, 2023

Sent via email

Sherman Motors
Todd Kofsky
2303 Texoma Pkwy
Sherman, TX 75090

LCA Properties, LLC
565 Cleve Cole Rd
Denison, TX 75021

Dear Applicants,

The request of a Public Hearing, Specific Use Permit and Site Plan approval under Section 14.06.009 to allow Automobile Sales, New or Used and Automobile repair, body work, or painting with asphalt addition in a C-2 (Retail Business) District and repeal Ordinance No. 6613 located at 2303 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, November 14, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). (*Code of Ordinances Chapter 3.02(c)*)
3. The dumpster/trash enclosure shall be screened. The screening shall be constructed of masonry or similar durable material. (*Sec. 14.04.004(4)(c)*).
4. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
5. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
6. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
7. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which

the Site Plan was approved.

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

Engineering

13. Platting of the property is required. *Code of Ordinances Chapter 10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004*
14. Wastewater main may be required to be extended in accordance with City criteria to serve proposed Lot. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; 10.03.003(j)(1)*
15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(f)*

Fire Services

16. [] 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
17. [] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
18. [] 503.2.1 - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'. (City Ordinances Amendments 3.01.002)
19. [] 503.2.4 - The minimum turning radius shall be at least 25' unless fire lane exceeds minimum requirement of 24'. (City Ordinances Amendments 3.01.002)
20. [] 503.2.5 - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 20' 24' wide fire lane. (City Ordinances Amendments 3.01.002)

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,



Rob Rae

Acting Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer



City Council Regular Meeting

Agenda Item No. E.4.

Meeting Date: 12/18/2023

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6679

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow A Secondhand Store or Rummage Shop, On A Tract Of Land Zoned C-1 (Retail Business) District/Central Business District Overlay Located At 125 North Travis Street, Being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Los Hermonos Partnership (Owner) and Laura Ayers, Still Charming/House of Eli (Representative); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00

Issue:

Consideration of a Specific Use Permit located at 125 North Travis Street to Allow A Secondhand Store or Rummage Shop in the C-1 (Retail Business) District/Central Business District Overlay.

Background:

The property is located at 125 North Travis Street between West Laurel Street and East Houston Street. The owner is requesting a Site Plan and Specific Use Permit for a Secondhand store in a C-1 (Retail Business) District/Central Business District Overlay.

Origination:

Los Hermonos Partnership (Owner)

Laura Ayers, Still Charming/House of Eli (Representative)

Financial Consideration:

None

Staff Recommendation:

At the November 14, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny or table the request.

Attachments:

1. Ordinance No. 6679
2. Exhibit A - Site Plan

3. Location Map
4. Zoning Map
5. Future Land use Map
6. Property Notification Sign
7. Narrative
8. Elevations
9. Staff Review Letter

ORDINANCE NO. 6679

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A SECONDHAND STORE OR RUMMAGE SHOP, ON A TRACT OF LAND ZONED C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT OVERLAY LOCATED AT 125 NORTH TRAVIS STREET, BEING IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS LOS HERMONOS PARTNERSHIP (OWNER) AND LAURA AYERS, STILL CHARMING/HOUSE OF ELI (REPRESENTATIVE) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 125 North Travis Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Secondhand Store, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey/Site Plan**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14/Central Business District.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
(*Code of Ordinances Chapter 3.02(c)*)

3. The property must be properly maintained in a state of good repair and neat appearance.
4. Merchandise for sale shall be kept within the building and not for display outside.
5. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
6. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (a)(1)(C)*)
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

10. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A**.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. 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 8. That in the event 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 9. 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 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 18th day of December 2023.

ADOPTED on this the 18th day of December 2023.

EFFECTIVE DATE on this the 18th day of December 2023.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

ATTEST:

BY:

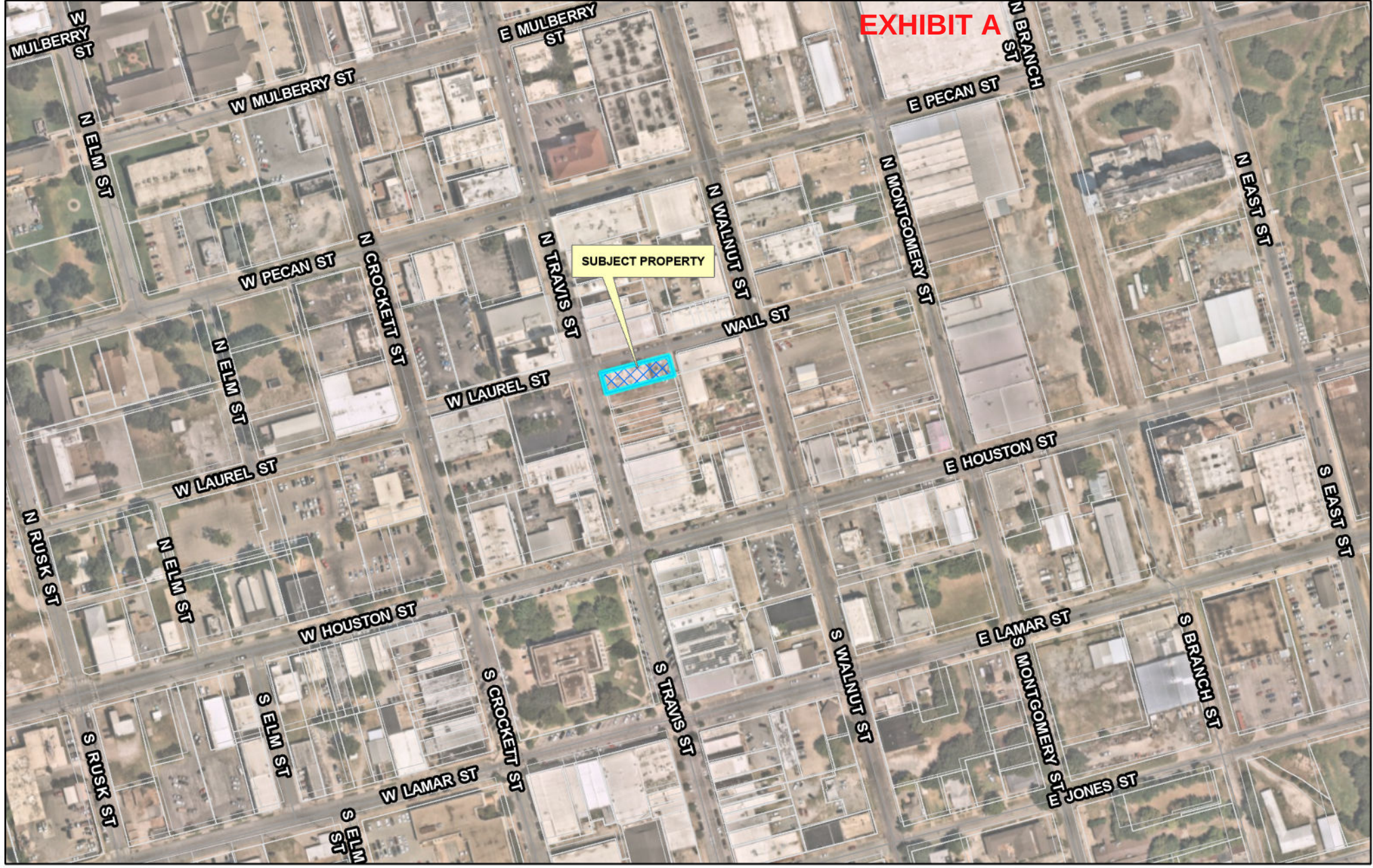
LINDA ASHBY, CITY CLERK

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

BY:

RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



diagrone H:\PLANNING\Public Notification KT.aprx

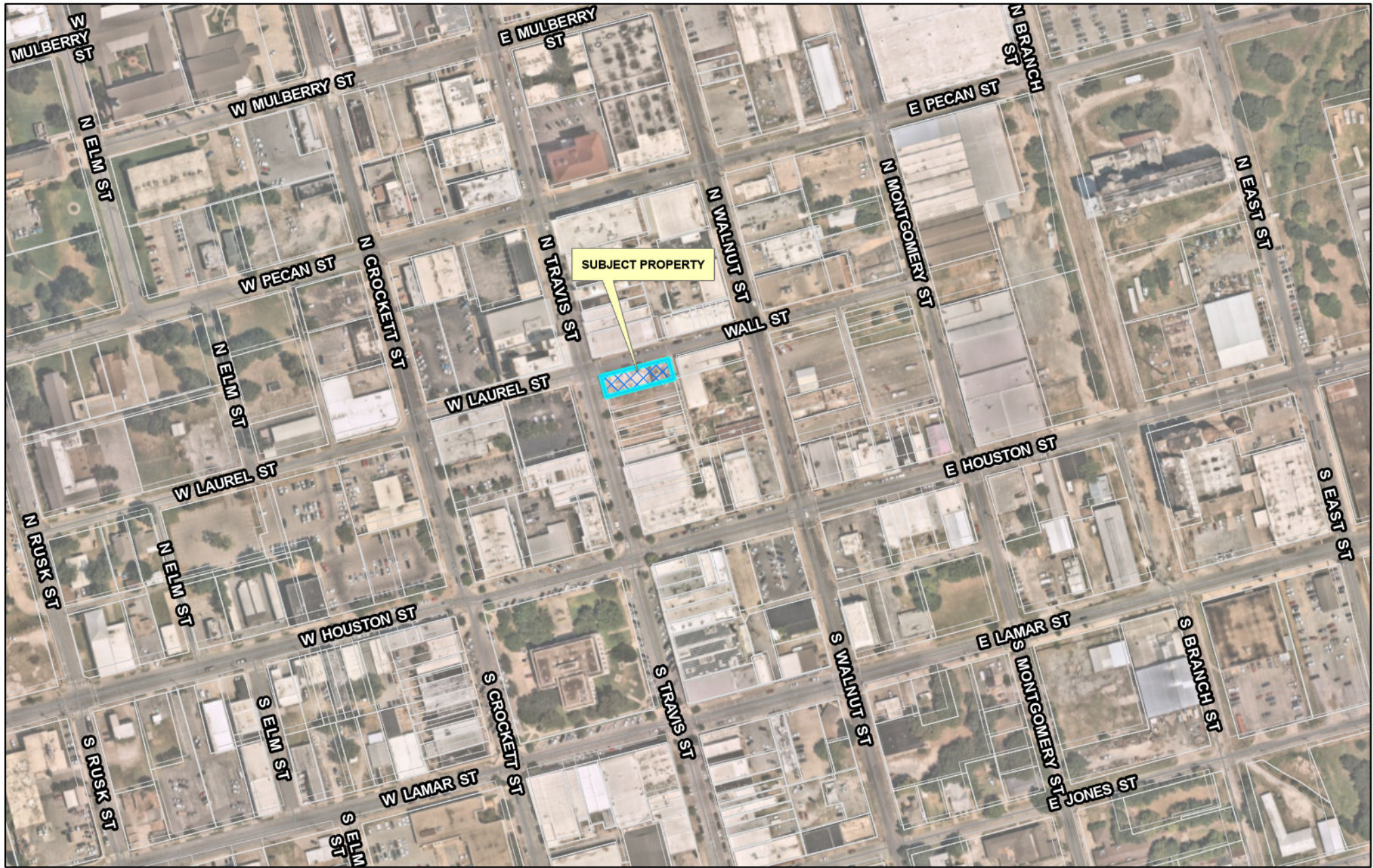


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
125 N TRAVIS ST



diagrone H:\PLANNING\Public Notification KT.aprx

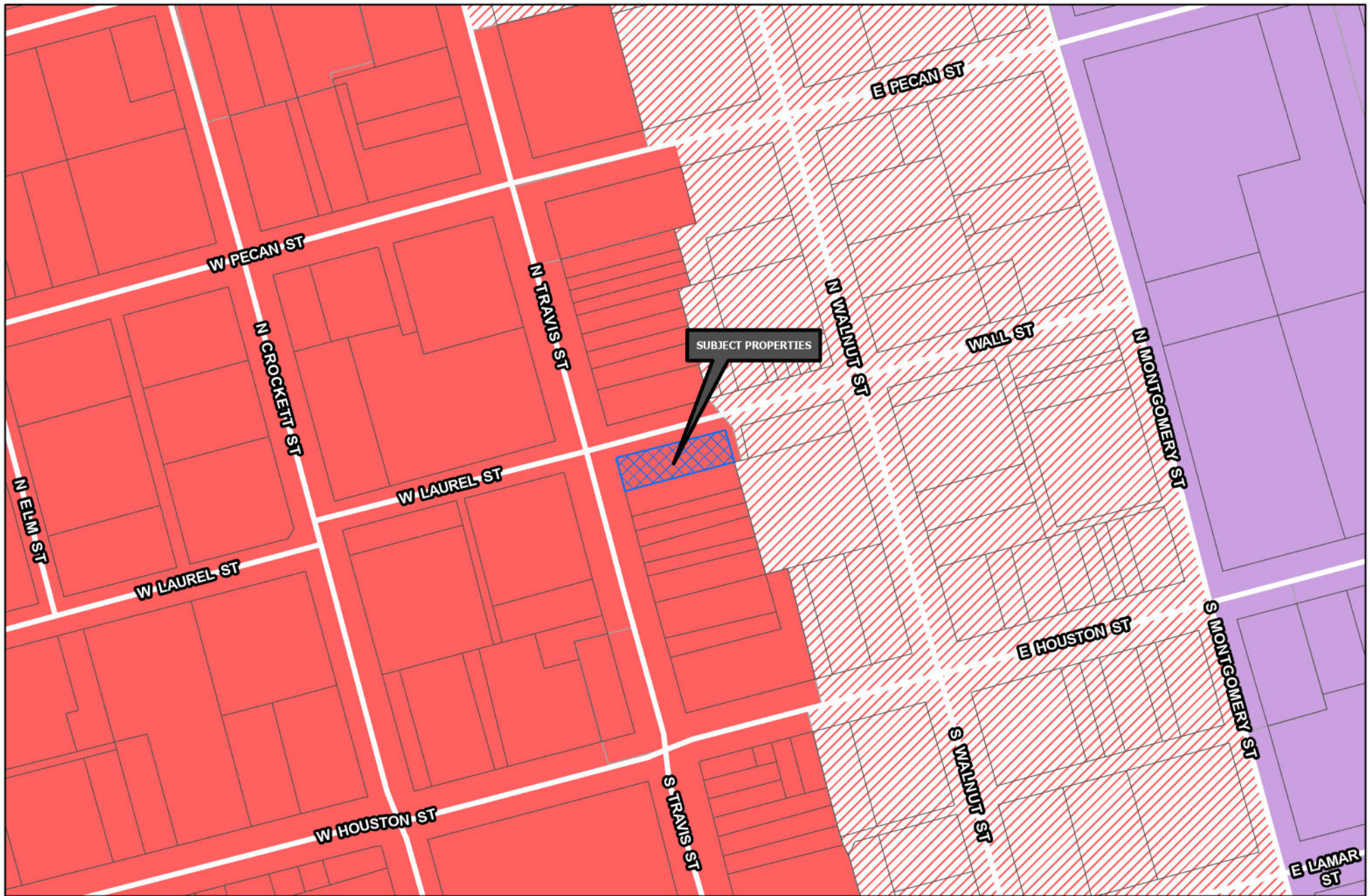


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
125 N TRAVIS ST



Date: 11/2/2023 5:00 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

R-A Residential Agricultural	MF-15 Multi-Family Residential	M-1.5 Medium Manufacturing
R-E Estate Residential	MF-30 Multi-Family Residential	M-2 Heavy Manufacturing
R-12 Single Family Residential	MH Manufactured Housing	PD Planned Development
R-6 Single Family Residential	C-N Neighborhood Commercial	Road Names All
R-5 Single Family Residential	C-O Office	Planning & Zoning
R-4 Patio Home Residential	C-1 Retail Business	
R-2F Duplex Residential	C-2 General Commercial	
R-TH Townhome Residential	M-1 Light Manufacturing	

CITY OF SHERMAN
ZONING MAP
125 N TRAVIS ST





DOWNTOWN

Intent & Character

The Downtown category is intended to promote the redevelopment of Downtown Sherman. This area has many aspects to consider like mix of uses, historic and cultural elements, aging buildings and infrastructure, and the pedestrian experience. This area should be guided by a Downtown Master Plan that provides uniquely tailored action steps for the area.

Appropriate Land Use Types

- Residential (upper-story, multi-family)
- Retail and Restaurants
- Entertainment
- Office (preferably on the second floor and above)

Compatible Zoning Districts

- Multi-Family Residential (MF-15 and MF-30)
- Office
- Retail Business
- Neighborhood Commercial

Considerations

- Land uses in downtown should be balanced to promote activity during business and evening hours.
- Residential should be encouraged to support non-residential uses.
- Public facility uses should not be expanded and should be relocated if located in a part of downtown that would be better served by a more dynamic use.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department



CITY OF SHERMAN
FUTURE LAND USE MAP
125 N TRAVIS ST



Marlow, Lauren

From: laurenm@cityofsherman.com
To: House of Eli
Subject: RE: Property Notification Sign

From: House of Eli
Sent: Tuesday, October 31, 2023 10:41 AM
To: Marlow, Lauren
Subject: Re: Property Notification Sign

Good morning,

Please let me know if these pictures will work as proof with date and time stamp.





October 19, 2023

House of Eli's proposed project, located at 125 N. Travis, Sherman, Texas, 75090, is an upscale clothing, furniture, and home décor consignment store named Still Charming. Our store has been remodeled to reflect the character of the original building, uncovering the original ceiling, pillars, and tile flooring. We are not accepting yard sale type clothing, furniture, or other items. Still Charming's intent is to provide a beautiful, boutique feel for those wishing to consign and for our customers. We are asking for a special use permit for a resale boutique and consignment at this location.

Sincerely,

A handwritten signature in cursive script that reads "Laura Ayers".

Laura Ayers

House of Eli, Co-Director

903-771-4339

Stillcharming.consignment@gmail.com



GRAND OPENING OCTOBER 26

125

HOURS
THURSDAY 10AM - 6PM
FRIDAY 10AM - 5PM
SATURDAY 10AM - 5PM
903.333.8296
WWW.STREETCRAWLING.COM

MEN & WOMEN'S APPAREL
SHOES • ACCESSORIES

FURNITURE • ART
DECOR • LIGHTING • RUGS





115 E. WALL
TENANT
PARKING
ONLY

115 E. WALL

STILL CHARMING

CONSIGNMENT • CLOTHING • HOME FURNISHINGS



3 HOUR
8-00 AM
TO
11-00 PM



WOMEN'S APPAREL
SHOES • ACCESSORIES

STAFF REVIEW LETTER

November 7, 2023

Sent via email

Los Hermanos Partnership
427 South Rusk, Suite B
Sherman, TX 75090

House of Eli
125 North Travis Street
Sherman, TX 75090

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow a Secondhand store or rummage shop in a C-1 (Retail Business) District/Central Business District Overlay located at 125 North Travis Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, November 14, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14/Central Business District.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). (*Code of Ordinances Chapter 3.02(c)*)
3. The property must be properly maintained in a state of good repair and neat appearance.
4. Merchandise for sale shall be kept within the building and not for display outside.
5. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
6. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (a)(1)(C)*)
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

It is the policy of Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,



Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Heflon, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer



City Council Regular Meeting

Agenda Item No. E.5.

Meeting Date: 12/18/2023

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6680

Amending the Code of Ordinances of the City of Sherman, Texas, Chapter 3 (Building Regulations) to Establish Article 3.14 (Reasonable Accommodations for Residential Uses); Providing for Application, Decision and Appeal Procedures for Reasonable Accommodation Requests by Persons with Disabilities for Residential Uses; Providing for a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption Hereof

Issue:

Amending the Code of Ordinances; Providing for Application, Decision and Appeal Procedures for Reasonable Accommodation Requests by Persons with Disabilities for Residential Uses

Background:

This ordinance is to establish a process for considering requests for reasonable accommodations for persons with disabilities in residential uses. Title VIII of the Civil Rights Act of 1968, as amended by the Federal Fair Housing Amendments Act of 1988 (“FHA”), and the Americans with Disabilities Act (“ADA”) impose an affirmative duty on local governments to make reasonable accommodations (modifications or exceptions) in their rules, policies, practices or services related to zoning and land use regulation when such accommodations may be necessary to afford an individual with a disability an equal opportunity to use and enjoy a dwelling. It is recommended that the City establish a formal procedure for persons with disabilities seeking equal access to housing to request reasonable accommodations in the application of the City’s land use and zoning standards, regulations, policies and procedures and establishment of relevant criteria to be used when considering such requests will ensure prompt, fair and efficient handling of such requests in accordance with the statutory mandates, including the reasonable accommodation mandates of the FHA and ADA.

Origination:

Development Services Department

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

Staff recommends City Council approve this Ordinance

Alternatives:

The City Council could choose not to adopt the proposed ordinance.

Attachments:

1. Ordinance No. 6680

ORDINANCE NO. 6680

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 3 (BUILDING REGULATIONS) TO ESTABLISH ARTICLE 3.14 (REASONABLE ACCOMMODATIONS FOR RESIDENTIAL USES); PROVIDING FOR APPLICATION, DECISION AND APPEAL PROCEDURES FOR REASONABLE ACCOMMODATION REQUESTS BY PERSONS WITH DISABILITIES FOR RESIDENTIAL USES; PROVIDING FOR A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended by the Federal Fair Housing Amendments Act of 1988 (“FHA”), and the Americans with Disabilities Act (“ADA”) impose an affirmative duty on local governments to make reasonable accommodations (modifications or exceptions) in their rules, policies, practices or services related to zoning and land use regulation when such accommodations may be necessary to afford an individual with a disability an equal opportunity to use and enjoy a dwelling; and

WHEREAS, the City Council of the City of Sherman, Texas (“City Council”) finds that codification of a formal procedure for persons with disabilities seeking equal access to housing to request reasonable accommodations in the application of the City’s land use and zoning standards, regulations, policies and procedures and establishment of relevant criteria to be used when considering such requests will ensure prompt, fair and efficient handling of such requests in accordance with the statutory mandates, including the reasonable accommodation mandates of the FHA and ADA; and

WHEREAS, the City Council therefore finds that it would be advantageous, beneficial and in the best interest of the citizens of the City of Sherman, Texas (“Sherman”) to amend the Code of Ordinances, City of Sherman, Texas (“Code of Ordinances”), Chapter 3 (Building Regulations), to establish Article 3.14 (Reasonable Accommodations for Residential Uses), as set forth below; and

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

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: Amendment to the Code of Ordinances, Chapter 3 (Building Regulations). The Code of Ordinances, Chapter 3 (Building Regulations) is hereby amended to establish Article 3.14 (Reasonable Accommodations for Residential Uses) as follows:

**“ARTICLE 3.14. REASONABLE ACCOMMODATIONS
FOR RESIDENTIAL USES**

Sec. 3.14.001 Purpose.

- (a) It is the policy of the City of Sherman, pursuant to the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act and applicable state laws, to provide persons with disabilities reasonable accommodations (including modifications or exceptions) in the City’s zoning, land use and other regulations, rules, policies and practices, to ensure equal access to housing and to facilitate the development of housing for persons with disabilities, or developers of housing for people with disabilities, flexibility in the application of land use, zoning, building and other regulations, policies, practices and procedures, including waiving certain requirements, when it is reasonable and necessary to eliminate barriers to housing opportunities to ensure a person with a disability has an equal opportunity to use and enjoy a dwelling, as may be required by applicable law.*
- (b) This Article provides a procedure for making requests for accommodations in land use, zoning, building regulations and other regulations, policies, practices and procedures of the City to comply fully with applicable law, including federal law, in making a reasonable accommodation.*
- (c) Nothing in this Article shall require persons with disabilities or operators of homes for persons with disabilities acting or operating in accordance with applicable zoning or land use laws or practices to seek a reasonable accommodation under this Article.*
- (d) Nothing in this Article shall require the City to agree to requested accommodations that are unreasonable, unnecessary or not required by applicable law.*

Sec. 3.14.002 Definitions.

For the purpose of this Article, the following terms, phrases, words and their derivation shall have the meanings given herein:

Board means the Board of Adjustment of the City of Sherman, Texas.

City means the City of Sherman, Texas.

City Manager means the City Manager of the City of Sherman, Texas, or his/her designee.

City regulations means the City's zoning, land use and other regulations, rules, policies and practices.

Director means the department(s) or division(s) of the City designated by the City Manager to administer or enforce the provisions of this Article and any person or persons designated by such department or division to represent the department or division for said purpose.

Person with disabilities has the meaning set forth in the federal Fair Housing Act and Americans with Disabilities Act and is an individual who has a physical or mental impairment that limits one or more of the major life activities of such individual, is regarded as having such impairment or has a record of such impairment. While a person recovering from substance abuse is considered a person with a disability under 42 U.S.C. § 3602(h), a person who is currently engaged in illegal use of controlled substances is not.

Reasonable accommodation (inclusive of modification) means the act of making a dwelling unit or housing facility readily accessible to and usable by a person with disabilities through the removal or modification of constraints in City regulations when such removal or modification is both reasonable and necessary – as those terms are defined in the ADA, FHA, and applicable case law – in order for a person with a disability to use and enjoy housing. Not all accommodations are reasonable and necessary, and the reasonableness and necessity of a request will be determined by the City Manager.

Residential use means a building occupied as, or designed or intended for occupancy as, a residence by one or more families.

Requirement means a provision of this Code or an administrative policy, program or procedure.

Sec. 3.14.003 Scope and applicability.

- (a) The provisions of this Article apply to residential uses that will be used by persons with disabilities.
- (b) The accommodation granted shall be considered personal to the individual and shall not run with the land. If the structure is sold, or otherwise changes ownership, or ceases to house persons with disabilities, an accommodation granted to the previous owner is not transferable to the new owner. Notwithstanding the foregoing, the accommodation shall be in force and effect as long as the person or group of persons with disabilities for whom the accommodation was sought resides on the property that is the subject of the accommodation, and so long as the accommodation granted is both reasonable and necessary. It is the duty of the owner to notify the regulating department of any event that would cause an accommodation to be

discontinued under this section. The City shall allow the new owner an opportunity to apply for a renewal or modification of a granted reasonable accommodation in accordance with this Article. In the event the reasonable accommodation is not renewed or modified within 60 days from the date of change in ownership, the accommodation will lapse and the structure must be brought back into compliance with all requirements of the City.

- (c) Nothing in this Article requires the City to expend any funds to achieve a reasonable accommodation except and to the extent required by state or federal law.*
- (d) Nothing in this Article alters an obligation of a person with disabilities to comply with other applicable federal, state and City regulations.*

Sec. 3.14.004 Request for accommodation; application.

- (a) An application for an accommodation may be made by any person with a disability, his or her representative or a developer or provider of housing for persons with disabilities.*
- (b) A request for accommodation may be submitted at any time the accommodation may be necessary to afford the person with a disability equal opportunity to use and enjoy the dwelling.*
- (c) Requests for an accommodation may include a modification or exception to the rules, standards and practices for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to a dwelling of his or her choice.*
- (d) An individual requesting an accommodation shall direct the request to Development Services Department in writing. The requestor shall submit an application for an accommodation using the appropriate City form, to be provided by the Director. The applicant shall provide the following:*
 - (1) Name and address of the person or entity requesting accommodation. If the applicant is applying on behalf of a person with a disability, the name and address of the person with a disability shall also be provided;*
 - (2) Address of the property for which the accommodation is requested;*
 - (3) Indication of whether that the applicant is:*
 - (A) Person with a disability;*

- (B) *Applying on behalf of a person with a disability; or*
- (C) *A developer or provider of housing for one or more persons with a disability.*
- (4) *Description of the disability at issue, the requested accommodation, and the specific regulation, policy, practice or procedure for which the accommodation is sought. In the event that the specific individuals who are expected to reside at the property are not known to a provider in advance of making the application, the provider shall not be precluded from filing the application, but shall submit details describing the range of disabilities that prospective residents are expected to have to qualify for the housing;*
- (5) *Description of why the specific accommodation requested by the applicant is necessary for the person with the disability to use and enjoy the dwelling, or is necessary to make the provision of housing for persons with disabilities financially or practically feasible; and*
- (6) *Any other information the Director concludes, or the applicant believes, is necessary to make the findings required by Section 13.14.006 to the extent permissible under applicable law. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry.*
- (e) *Any personal information regarding disability status identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant or person with a disability and shall not be made available for public inspection unless required by the Texas Public Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within 10 days of the date all appeals are exhausted. The applicant need provide only the information necessary for the City to evaluate the reasonable accommodation request.*
- (f) *If the person with the disability needs assistance to make a request for accommodation, the Director will provide assistance, including transcribing a verbal request into a written request.*
- (g) *A fee shall not be required for an application for an accommodation.*

Sec. 3.14.005 Review authority.

- (a) *A request for accommodation shall be reviewed, and a determination made, by the City Manager, using the criteria set forth in Section 13.14.006.*

- (b) *The City Manager shall issue a written decision on a request for accommodation within 30 calendar days of the date of a complete application is submitted, and may either grant, grant with alterations or conditions, or deny a request for an accommodation in accordance with the required findings set forth in Section 13.14.006.*
- (c) *If necessary to reach a determination on the request for accommodation, the City Manager may request further information from the applicant consistent with applicable laws, specifying in detail the additional information that is required. Any personal information regarding disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Texas Public Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within 10 days of the date all appeals are exhausted. If a request for additional information is made, the running of the 30 calendar day period to issue a decision is stayed until the applicant responds to the request.*

Sec. 3.14.006 Required findings.

- (a) *The written decision to grant, grant with alterations or conditions or deny a request for accommodation shall be based on the following factors to the extent they are consistent with applicable laws:*
 - (1) *Whether the housing that is the subject of the request for accommodation will be used by a person with a disability protected under applicable law;*
 - (2) *Whether the requested accommodation is financially or therapeutically necessary for a person with disabilities to have usage and enjoyment in a facility equivalent to individuals without disabilities;*
 - (3) *Whether the requested accommodation would pose an undue financial or administrative burden on the City. The determination of undue financial and administrative burden will be done on a case-by-case basis; and*
 - (4) *Whether the requested accommodation would require a fundamental alteration in the nature of a City regulation or program, including but not limited to zoning and land use regulations, or whether the requested accommodation would*

undermine the basic purposes that the City's regulation seek to achieve.

- (b) In making findings, the City Manager may grant with alterations or conditions reasonable accommodations if the City Manager determines that the applicant's initial request would impose an undue financial or administrative burden on the City, or fundamentally alter a City regulation or program, or undermine the basic purposes that the City's regulation seek to achieve. The alterations or conditions shall provide an equivalent level of benefit to the applicant with respect to:*
 - (1) Enabling the person(s) with a disability to use and enjoy the dwelling; and*
 - (2) Making the provision of housing for person(s) with a disability financially or practically feasible.*

Sec. 3.14.007 Written decision.

- (a) The City Manager shall render all decisions in writing to the applicant. The notice of the decision shall be sent to the applicant by certified mail and electronic mail, if the applicant's electronic mail address is known to the City Manager.*
- (b) The written decision of the City Manager shall be final unless the applicant files an appeal to the Board of Adjustment in accordance with Section 13.14.008. Nothing herein shall prohibit the applicant, or persons on whose behalf a specific application was filed, from reapplying for an accommodation based on additional grounds or changed circumstances.*
- (c) If the City Manager fails to hear the request for accommodation within the period established in Section 3.14.005, the accommodation request shall be deemed granted, unless the City Manager provides written notice to the applicant that such period will be extended. Such notice may be provided after the expiration of such period only in the event of extenuating circumstances, such as natural disaster.*
- (d) A request for accommodation stays all proceedings in furtherance of the enforcement of any requirement that is the subject of the request. An accommodation request does not affect an applicant's obligation to comply with other applicable regulations not at issue in the requested accommodation.*

Sec. 3.14.008 Appeals.

- (a) *An applicant, or a person on whose behalf an application was filed, may appeal the written decision to deny or grant an accommodation with alterations or conditions or a denial of the accommodation no later than 30 calendar days from the date the decision is mailed.*
- (b) *An appeal must be in writing (or reduced to writing as provided by subsection (c), below) and include grounds for appeal. Any personal information related to the disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Texas Public Information Act.*
- (c) *If an applicant needs assistance appealing a written decision, the City will provide assistance transcribing a verbal request into a written appeal to ensure that the appeals process is accessible.*
- (d) *An applicant shall not be required to pay a fee to appeal a written decision.*
- (e) *An appeal will be decided by the Board of Adjustment. The concurring vote of four (4) members of the Board is necessary to overturn the City Manager's decision. In considering an appeal of a decision of the City Manager, the Board shall consider the following to determine whether the City Manager's decision was consistent with applicable law and the required findings in Section 13.14.006:*
 - (1) *The application requesting the accommodation;*
 - (2) *The City Manager's decision;*
 - (3) *The applicant's written statement of the grounds of the appeal; and*
 - (4) *The provisions of this Article.*
- (f) *The decision of the Board is final.*
- (g) *If a written decision on the appeal is not rendered within 30 calendar days from the date the appeal is received and accepted, the requested accommodation is denied.*

Sec. 3.14.009 – 3.14.999 Reserved.”

SECTION 3: Savings/Repealing. 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 portion of conflicting ordinances shall remain in full force and effect.

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 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: Effective Date. This Ordinance shall become effective upon its passage.

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

INTRODUCED on this the 18th day of December 2023.

ADOPTED on this the 18th day of December 2023.

EFFECTIVE DATE on this the 18th day of December 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, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. E.6.

Meeting Date: 12/18/2023

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6681

Amending the Code of Ordinances of the City of Sherman, Texas Chapter 10 (Subdivision Regulation) and Appendix C (Comprehensive Fee Schedule); Prescribing New Regulations Relating to the Tree Protection, Preservation, Planting and Removal on Properties Located within the Sherman City Limits and the City's Extraterritorial Jurisdiction: Requiring a Permit for the Removal of Certain Protected Trees; Providing for Tree Mitigation Credits; Setting the Tree Replacement and Mitigation fee; Providing a Penalty Clause with a Maximum Fine of \$2,000 Savings/repealing Clause, Severability Clause and an Effective Date; Providing for the Publication of the Caption Hereof

Issue:

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 10 (Subdivision Regulation) And Appendix C (Comprehensive Fee Schedule); Modifying Certain Existing Regulations And Prescribing New Regulations Relating To Tree Protection, Preservation, Planting And Removal On Properties Located Within The Sherman City Limits And The City's Extraterritorial Jurisdiction.

Background:

On August 7, 2023, City Council received a presentation from Halff Associates regarding potential updates to the Subdivision and Zoning Ordinances. In that presentation, representatives from Halff discussed the potential to update the subdivision and zoning regulations to include tree preservation and enhance landscaping requirements for new development in the City of Sherman. During that meeting, Council members directed staff update the subdivision ordinance and zoning ordinance to address concerns with tree preservation and landscaping requirements in the City of Sherman.

As the on-call planning consultant for the City of Sherman, Halff Associates was engaged to begin the update of the tree ordinance on behalf of the City. As part of the scope of services for the Tree Ordinance Update, Halff conducted a two-day workshop that was held on September 13th and 14th. On the first day, the City held a developer workshop to gather feedback from developers and engineers that have been doing work in the City of Sherman or have active plans to develop in Sherman. During the evening of September 13th, the City hosted a public open house to gather feedback regarding potential tree ordinance regulations. On September 14th, staff and Halff Associate met with City Council in a special workshop to review the feedback gathered from the developers and the public. Direction was given to staff during that meeting to begin compiling the draft ordinance for the tree ordinance.

On October 31st, Halff Associates provided staff with a draft of the proposed tree ordinance for review and a meeting was scheduled with the developer group on November 15th, to review the draft recommendations.

This item is specifically for the Subdivision Ordinance portion of the Tree Ordinance that relates to Tree Protection that is involved in the platting and subdivision process of development.

Origination:

Development Services

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

Staff recommends City Council approve this Ordinance

Alternatives:

Attachments:

1. Ordinance No. 6681

ORDINANCE NO. 6681

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 10 (SUBDIVISION REGULATION) AND APPENDIX C (COMPREHENSIVE FEE SCHEDULE); PRESCRIBING NEW REGULATIONS RELATING TO TREE PROTECTION, PRESERVATION, PLANTING AND REMOVAL ON PROPERTIES LOCATED WITHIN THE SHERMAN CITY LIMITS AND THE CITY'S EXTRATERRITORIAL JURISDICTION; REQUIRING A PERMIT FOR THE REMOVAL OF CERTAIN PROTECTED TREES; PROVIDING FOR TREE MITIGATION CREDITS; SETTING THE TREE REPLACEMENT AND MITIGATION FEE; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; 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") finds that it is necessary to amend Chapter 10 (Subdivision Regulation) and Appendix C (Comprehensive Fee Schedule) of the Code of Ordinances, City of Sherman, Texas ("Code of Ordinance") to prescribe certain new regulations relating to tree protection, preservation, planting and removal on properties located within the Sherman city limits and extraterritorial jurisdiction ("City" or "Sherman"); and

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

WHEREAS, the City Council finds that adopting this Ordinance promotes the health, safety and morals of Sherman and 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: Amendment to Chapter 10 (Subdivision Regulation) of the Code of Ordinances. Chapter 10 (Subdivision Regulation) of the Code of Ordinances is hereby amended as follows¹:

"CHAPTER 10 SUBDIVISION REGULATIONS

...

¹ Deletions are evidenced by ~~striketrough~~; additions are *italicized*.

ARTICLE 10.02 DEVELOPMENT PROCEDURES

...

Sec. 10.02.007 Tree Protection

(a) General

- (1) *Purpose. The purpose of this section is to preserve, protect and enhance existing trees and mitigate the effects of tree removal within the City of Sherman and its extraterritorial jurisdiction. Trees, particularly native species, add natural beauty and distinct local character, add shade, promote water conservation, provide locations for habitat, and increase property values. The provisions of this section are intended to support the long-term viability of healthy trees and promote natural ecological, environmental, and aesthetic quality in the community.*
- (2) *Authority. The provisions of this section are adopted in accordance with state law and the City Charter. The provisions of this section shall be administered by the City Manager or his/her designee.*
- (3) *Applicability. The provisions of this section shall apply to all property within the City limits and its extraterritorial jurisdiction. Applications for approval of subdivisions of land or plats or tree removal requests within the City limits and extraterritorial jurisdiction submitted after December 18, 2023 shall account for protected trees within the subject property in accordance with the provisions of this section and otherwise comply with the requirements of this section.*
- (4) *Exemptions. Exemptions from the requirements of this section are as follows:*
 - (A) *Subdivisions of land that total five (5) acres or less, or, where no subdivision is proposed, parcels of land five (5) acre or less.*
 - (B) *Trees that a certified arborist has determined and documented are dead, diseased, declining, or safety hazards.*
 - (C) *Proposed public streets, utility easements, and required fire lanes.*
 - (D) *Land within the Central Business District Overlay District, as defined in the City's Zoning Ordinance.*
 - (E) *Or as otherwise exempt under applicable law, including Section 212.905 of the Texas Local Government Code.*

(b) Definitions

Caliper inch. The diameter of the trunk measured twelve (12) inches above grade.

Clear-cutting. The indiscriminate cutting, plowing, or grubbing of trees without regard to type or size for the purpose of clearing the land.

Critically alter. The uprooting, removing the canopy or severing the main trunk of a tree, or causing damage which may cause a tree to die. This includes but is not limited to the removal of a tree from a property, damage inflicted upon a tree by machinery, storage of materials or the compaction of soil above the root system of a tree, a change in the natural grade above the root system of a tree, or excessive pruning.

Drip line. A vertical line run through the outermost portion of the crown of a tree and extending to the ground. This may also be referred to as the critical root zone.

Floodplain. The area designated as being within the 100-year floodplain on the Federal Emergency Management Agency (FEMA) flood insurance map (FIRM).

Mitigation. The method by which trees are replaced whether through replanting on the subject property, planting or transplanting to another location or same property, or through payment of fees-in-lieu of replanting approved by the City.

Parcel of land. Land in the City of Sherman or extraterritorial jurisdiction, which has been platted or not platted.

Street perimeter buffer. A required buffer located at the perimeters of a proposed development site which is directly adjacent to a street or roadway. These areas are considered as areas of high visual impact, and preservation of existing vegetation located along the perimeter of the proposed development site is highly encouraged and used to screen the site and minimize potential nuisances between land uses.

Protective fencing. Chain link, silt fence, or other fencing used to protect Preserved Trees during construction activities.

Tree, dead (or declining). A tree that is dead or in severe decline with substantial structural defects, no remedial options available, and no chance of recovery, as determined and documented by a certified arborist or registered landscape architect.

Tree, replacement. Trees planted to mitigate the loss of trees during development.

Tree, shade. The largest plants in the landscape that provide the overhead structure needed for shading and under which other plants live and grow. They spread and give overhead structure when they reach maturity.

Tree, street. Trees planted within the right-of-way that may be located in a constrained location and should contain root systems and branch growth conducive to growth around pedestrians, vehicles, and public infrastructure.

Tree fund. A City-administered fund established for collection of fees-in-lieu or replacement trees paid as mitigation and may include other contributions made in support of tree protection efforts.

Tree survey. A plan or drawing to scale that identifies the exact size, location, condition (healthy, dead, or declining), and species of protected trees.

(c) *Tree Classifications*

- (1) *Protected Tree. Any species listed as a shade tree in Table 10.1 that measures 12 caliper inches or larger. Species not so listed do not require protection or replacement.*
- (2) *Heritage Tree. Any species listed as a shade tree in Table 10.1 that measures 36 caliper inches or larger. Species not so listed do not require protection or replacement.*

(d) *Protected Tree Species*

The requirements for tree replacement and mitigation as outlined in this section apply only to the shade trees listed in Table 10.1.

<i>Shade Trees</i>	
<i>Common Name</i>	<i>Scientific Name</i>
<i>Pecan</i>	<i>Carya illinoensis</i>
<i>Black hickory</i>	<i>Carya texana</i>
<i>Walnut</i>	<i>Juglans nigra</i>
<i>Southern magnolia</i>	<i>Magnolia grandiflora</i>
<i>Texas oak</i>	<i>Quercus buckleyi</i>
<i>Red oak*</i>	<i>Quercus rubra</i>
<i>Bur oak*</i>	<i>Quercus macrocarpa</i>
<i>Chinkapin oak*</i>	<i>Quercus muehlenbergii</i>
<i>Shumard red oak</i>	<i>Quercus shumardii</i>
<i>Post oak</i>	<i>Quercus stellata</i>
<i>Live oak*</i>	<i>Quercus virginiana</i>
<i>Bald cypress</i>	<i>Taxodium distichum</i>
<i>American elm</i>	<i>Ulmus americana</i>
<i>Cedar elm*</i>	<i>Ulmus crassifolia</i>
<i>Lacebark elm*</i>	<i>Ulmus parvifolia</i>
<i>Chinese Pistachio*</i>	<i>Pistacia chinensis</i>
<i>Bigtooth maple</i>	<i>Acer grandidentatum</i>
<i>Caddo maple</i>	<i>Acer saccharum</i> <i>'Caddo' (Acer</i> <i>barbatum)</i>
<i>Red mulberry</i>	<i>Morus rubra</i>

** Trees that are recommended as appropriate street trees within public right-of-way or in close proximity.*

(e) *Tree Removal Permit*

- (1) Tree Removal Permit Required. A tree removal permit is required for the removal of any trees for properties greater than five (5) acres within the City of Sherman and its extraterritorial jurisdiction.
- (2) Tree Removal Permit Application. A tree removal permit application and submittal fees shall be submitted to the development services department in conformance with the requirements of this section. All applications and filings shall meet the requirements as defined by the tree removal application checklist, as exists or may be amended, which shall be established and maintained by the director of development services.
- (3) Approval. The City Manager or his/her designee shall have the authority to issue a tree removal permit if it complies with all the requirements of this Code;
- (4) Appeals. See section 10.02.007(j) for appeals.
- (5) Expiration. A tree removal permit shall expire two years after its issuance.

(f) *Tree Survey*

- (6) Tree Survey Required. A tree survey shall be submitted concurrent with the submittal of a preliminary plat application or a tree removal permit. The tree survey shall be performed and certified by a certified arborist, registered landscape architect, or a registered professional land surveyor. The submitted tree survey shall include the exact size, location, condition (healthy, dead, or declining), and species of each tree that measures 12 caliper inches or larger. It is recommended that the tree survey include trees that measure eight (8) caliper inches or larger to retain eligibility for preserved tree credits according to Subsection 10.02.007(g)(1).
- (7) Alternatives to a Tree Survey.
 - (A) *No Protected Trees on Site.* In lieu of a tree survey, the applicant may submit a sworn affidavit from a certified arborist, registered landscape architect, or a registered professional land surveyor certifying that there are no protected trees on the property or all protected trees on the property are entirely dead or declining. The affidavit shall be approved by the City Manager or his/her designee to be accepted as an alternative to the required tree survey.
 - (B) *Preservation Areas.* In lieu of a tree survey, the applicant may submit a landscape plan together with the preliminary plat submittal or a tree removal permit depicting no-disturbance preservation areas that include substantial existing tree canopy coverage that will not be disturbed or critically altered during grading or construction, with the following conditions:
 - (i) The no-disturbance preservation areas shall constitute a minimum of 20% of the plat area;

- (ii) *To confirm the existence of substantial existing tree canopy coverage in the designated areas, the alternative plan submittal shall include aerial photographs and on-site photos. City staff may deem it necessary to conduct a visit to the project site for visual confirmation, and if so, the applicant shall allow such visit;*
- (iii) *Trees within the designated areas do not need to be identified as a protected tree species; and*
- (iv) *The areas may be selected by the applicant, prioritized in the follow order.*
 - (1) *Floodplains and riparian corridors;*
 - (2) *Street perimeter buffer areas;*
 - (3) *Trail corridors, as depicted in the City's adopted Trails Master Plan; and*
 - (4) *Parkland, open spaces, and outdoor amenity spaces.*
 - (5) *Other areas, as selected by the applicant.*
- (v) *The City Manager or his/her designee must approve the landscape plan with the designation of the preservation areas, such approval may be withheld at the sole discretion of the City Manager or his/her designee.*

(g) *Tree Replacement Standards*

- (1) *Mitigation Ratios. Protected trees meeting the minimum size and species requirements shall be replaced according to the mitigation ratios established in Table 10.2.*

Table 10.2	
Caliper Inches	Mitigation ratio
12" - 23"	Replace 1 caliper inch for every 2 caliper inches removed
24" - 35"	Replace 1 caliper inch for every 1 caliper inch removed
36" and above	Replace 3 caliper inches for every 1 caliper inch removed

- (2) *Mitigation Limit. The total number of caliper inches required to be mitigated as calculated according to the mitigation ratios in Table 10.2, shall not exceed 100 caliper inches per acre.*
- (3) *Replacement Tree Size. All replacement trees required per the mitigation ratios in Table 10.2 shall be a minimum of three (3) caliper inches.*
- (4) *Landscape Credit. Replacement trees that are planted on site as mitigation for removal of protected trees are eligible to be counted toward the landscaping requirements of Section 14.04.006 of this Code.*
- (5) *Timing of Mitigation Compliance.*
 - (A) *Replacement trees shall be planted within 90 days of issuance of tree removal permit. If replacement trees cannot be planted within 90 days, the*

City Manager or his/her designee may approve a delay in replacement of up to six months after the date of tree removal permit issuance.

- (B) If an applicant cannot replace the mitigation trees required or gain approval to plant on an alternate site, a fee-in-lieu payment into the tree fund shall be required before the tree removal permit can be issued.*

(h) Tree Preservation Incentives

- (1) Preserved Tree Credits. Trees listed in Table 10.1 that are preserved onsite and measure eight (8) caliper inches or greater may be credited toward the replacement trees required in Subsection 10.02.007(f)(1) or the landscape requirements in Subsections 14.04.006.*
- (2) Preserved tree credits will be granted according to the standards set out in Table 10.3.*

Table 10.3	
<i>Preserved Tree Size (in caliper inches)</i>	<i>Credits toward replacement tree requirement</i>
<i>8" - 11"</i>	<i>8 caliper inches</i>
<i>12" - 23"</i>	<i>12 caliper inches</i>
<i>24" - 35"</i>	<i>24 caliper inches</i>
<i>36" and above</i>	<i>36 caliper inches</i>

- (3) Code Conflicts. In certain cases, the preservation of protected trees may be desirable enough to take priority over full compliance of certain conflicting subdivision and zoning regulations, including, but not limited to, setbacks, lot design standards, building heights, sidewalks, lighting, signage, parking spaces, parking lot design, and driveway separation. When a conflict exists between the preservation of a protected tree and other provisions of this Article 10 or of Article 14, the applicant may request an alternative standard or design. The applicant's request may be considered and approved by the City Manager or his/her designee, provided that a reasonable application of public health and safety standards are maintained with the proposed design.*

(i) Alternative Mitigation Methods

- (1) Fee-in-Lieu payment. If replacement tree plantings cannot be fully accommodated on site with adequate space and conditions for long-term health, then an alternative fee-in-lieu payment to the City Tree Fund, which is hereby established, may be considered. If the applicant can demonstrate every effort has been made to plant the required replacement trees on site, the City Manager or his/her designee may consider a fee-in-lieu payment for the remaining balance of replacement tree value. Payments to the fund will be on a per caliper inch basis and are set out in Appendix*

C, Fee Schedule, of this Code. Payments to the Tree Fund are to be used for the sole purpose of planting trees on public property, including parks, along streets, and in common open spaces, and can also be used for pruning, irrigation, and maintenance of trees on public property. Replacement trees and fee-in-lieu payments may be combined to satisfy the requirement.

- (2) Off-site mitigation. If replacement tree plantings cannot be fully accommodated on site, then replacement trees may be proposed to be planted in a location mutually agreed upon by the City Manager or his/her designee and the applicant, including parks and other public places such as streets, medians, and other common open spaces.*

(j) Appeals

The City Council shall consider an appeal seeking alternative compliance if it determines that all options to achieve compliance with this section have been exhausted and the required mitigation creates an undue hardship for the applicant. An applicant may submit an alternative compliance plan or request for relief from compliance as part of an appeal application to the City Council. The applicant's proposed alternative compliance plan shall clearly delineate any proposed reductions to the standards and depict alternative standards or relief.

(k) Tree Protection Standards

To protect designated preserved trees or no-disturbance preservation areas during development, construction or disturbance is prohibited within the dripline area of the trees. During construction, this defined area shall be flagged and encircled with protective fencing and a three-inch layer of mulch spread beneath the drip line is required. Trees preserved on site must remain in compliance with the assurance of establishment and vitality requirement in Section 14.04.006 of this Code.

(l) Penalties and Enforcement

- (1) Enforcement. The City shall determine compliance and enforcement in accordance with the provisions of this Code.*
- (2) Penalties. It is unlawful for any person to critically alter or remove a protected tree without mitigation in accordance with the provisions of this section.*
- (3) Violations. Each preserved tree that is removed without a tree removal permit shall be considered a separate occurrence. If individual trees cannot be identified but there is evidence of a violation, every 1,200 gross square feet of tree canopy removed, as identified on an arial image within the last 12 months, shall be considered a separate occurrence.*
- (4) Clear-cutting. Clear-cutting of a property within 90 days of submitting a preliminary plat for the property or a portion thereof while also seeking approval*

of annexation, zoning, utility agreement, development agreement, economic incentives, or other discretionary approvals of the Sherman City Council shall result in denial or refusal of consideration.”

SECTION 3: Amendment to the Code of Ordinances, Appendix C (Comprehensive Fee Schedule). The Code of Ordinances, Appendix C (Comprehensive Fee Schedule) is amended as follows²:

“APPENDIX C: COMPREHENSIVE FEE SCHEDULE

...

(2) Engineering and Subdivision Fees

...

(C) Tree Protection

<i>Tree Replacement and Mitigation Fee</i>	<i>\$350 per caliper inch of replacement inches</i>
<i>Tree Removal Permit</i>	<i>\$250</i>

~~(D)(C)~~ Third-Party Review and Inspections. For new infrastructure construction projects, the city engineer may require a third-party inspector to provide plan review, testing and/or inspection services. If so required by the city engineer, the applicant shall pay the City an amount equal to the third-party contractor’s fee.”

SECTION 4: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance, or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding FIVE HUNDRED DOLLARS (\$500.00), unless the violation relates to fire safety, zoning or public health and sanitation, in which case the fine amount shall not exceed TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5: 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.

² Deletions are evidenced by ~~strikethrough~~; additions are *italicized*.

SECTION 6: Repealing/Savings. The Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other Ordinance. 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 7: 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 8: Effective Date; Publication. This Ordinance shall become effective from and after its adoption and publication as required by law. The City Clerk is directed to publish the caption of this Ordinance as required by law.

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

INTRODUCED on this the 18th day of December 2023.

ADOPTED on this the 18th day of December 2023.

EFFECTIVE DATE on this the 18th day of December 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, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 12/18/2023

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7238

Approving the Greater Texoma Utility Authority's Intention to Award Guaranteed Maximum Price (GMP-E) Backfill, to Kiewit Water Facilities South Co., (GMP-G) Concrete, to Kiewit Water Facilities South Co., (GMP-H) Underground Electrical, to Alterman Electric, and Reject (GMP-F) Underground Piping, for the South Wastewater Treatment Plant - MBR Project

Issue:

Approving the Greater Texoma Utility Authority's intention to award Guaranteed Maximum Price (GMP-E) Backfill, to Kiewit Water Facilities South Co., (GMP-G) Concrete, to Kiewit Water Facilities South Co., (GMP-H) Underground Electrical, to Alterman Electric, and reject (GMP-F) Underground Piping, for the South Wastewater Treatment Plant - MBR Project

Background:

Due to rapid industrial and municipal growth currently being experienced by the City, the Wastewater Treatment Plant has to be expanded to meet expected flow and effluent characteristics. In order to meet the abbreviated timeline, the method of construction delivery chosen was Construction Manager at Risk, or CMAR. The CMAR contractor, now procured, is undertaking work packages to expedite overall project time of delivery. This request will provide funds to

Award Guaranteed Maximum Price (GMP-E) Backfill, to Kiewit Water Facilities South Co.,

Award Guaranteed Maximum Price (GMP-G) Concrete, to Kiewit Water Facilities South Co.,

Award Guaranteed Maximum Price (GMP-H) Underground Electrical, to Alterman Electric, and,

Reject (GMP-F) Underground Piping bid,

For the South Wastewater Treatment Plant - MBR Project

Origination:

Engineering

Financial Consideration:

This request is to award three bids for Backfill, Concrete, and Concrete packages, and to reject one bid package for Underground Piping. The total for these three bid packages to be awarded is \$42,398,257.

This project is funded through the 2023a Greater Texoma Utility Authority (GTUA) Open Market Bonds. The total amount to date, including these three construction packages, is \$140,631,713.. The total project cost is expected to be \$260 million.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to Award Guaranteed Maximum Price (GMP) C Preselection bid packages for the South Wastewater Treatment Plant - MBR Project

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7238
2. Recommend Award Letter
3. WWTP Map

RESOLUTION NO. 7238

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD GUARANTEED MAXIMUM PRICE (GMP-E) BACKFILL, TO KIEWIT WATER FACILITIES SOUTH CO., (GMP-G) CONCRETE, TO KIEWIT WATER FACILITIES SOUTH CO., (GMP-H) UNDERGROUND ELECTRICAL, TO ALTERMAN ELECTRIC, AND REJECT (GMP-F) UNDERGROUND PIPING, FOR THE SOUTH WASTEWATER TREATMENT PLANT - MBR PROJECT; 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 Guaranteed Maximum Price (GMP-E) Backfill, to Kiewit Water Facilities South Co., (GMP-G) Concrete, to Kiewit Water Facilities South Co., (GMP-H) Underground Electrical, to Alterman Electric, and reject (GMP-F) Underground Piping, for the South Wastewater Treatment Plant - MBR Project in the total amount of Forty Million, Two Hundred Seventy Thousand Two Hundred Fifty-Seven Dollars (\$42,398,257.00) for the South Wastewater Treatment Plant – MBR 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 18th day of December 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**

December 8, 2023

GTUA/City of Sherman
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091
(903) 892-7208

Re: COSK South Wastewater Treatment Plant - MBR Project
BP04-002 Backfill Bid Recommendation
BP05-001 Underground Piping & Appurtenances Bid Recommendation
BP06-001 Concrete Bid Recommendation
BP07-001 Electrical Underground Bid Recommendation

Dear GTUA/City of Sherman:

To support construction of the South Wastewater Treatment Plant – MBR Project the Construction Manager At Risk (CMAR), Kiewit, publicly advertised for proposals four early works November 17, 2023. The Early Works Packages include:

- BP04-002 Backfill
- BP05-001 Underground Piping & Appurtenances
- BP06-001 Concrete
- BP07-001 Electrical Underground

Kiewit notified the City of the CMAR's intention to bid on each of these packages before the advertisement. Therefore, responses to the advertisement were received by the City of Sherman on December 7, 2023 and publicly read aloud as indicated in the advertisements. A summary of the bid results follows:

BP04-002 Backfill

One bid was received for this package from Kiewit Water Facilities South Co. (Kiewit). All required documents were provided with the bid.

BP05-001 Underground Piping & Appurtenances

One bid was received for this package from Kiewit Water Facilities South Co. (Kiewit). All required documents were provided with the bid.

BP06-001 Concrete

One bid was received for this package from Kiewit Water Facilities South Co. (Kiewit). All required documents were provided with the bid.

BP07-001 Electrical Underground

Three bids were received for this package from Alterman, JL Texas Construction and The Industrial Company (TIC). TIC is a subsidiary company of Kiewit. Both Alterman and TIC provided all required bid documentation. JL Texas did not provide a signed bid on the RFP required bid form and did not acknowledge any addenda as required by the bidding instructions.

The City, GTUA, Design Engineer, and Program Management team have reviewed the proposal based on criteria established in the advertisement and prepared selection worksheet materials. Based on review of the proposal and evaluation discussions with GTUA, City staff, and the Design Engineer; the Program Management Team evaluated the bids with respect to the evaluation criteria and weighting described in the RFP as indicated in the following table.

Early Works Package	Bidder	Bid Amount	Weighted Evaluation Score	Recommend Bid
BP04-002 Backfill	Kiewit	\$4,652,000.00	92.5	Yes
BP05-001 UG Piping	Kiewit	\$47,694,600.00	82.5	No
BP06-001 Concrete	Kiewit	\$31,431,000.00	74.75	Yes
BP07-001 Electrical UG	Alterman	\$4,122,200.00	93.25	Yes
	JL Texas Const.	\$3,458,500.00	0	No
	TIC	\$5,955,800.00	58.55	No

It is the opinion of the Program Management Team that Kiewit is qualified to perform this work associated with BP04-002, and BP06-001. For these two packages, Kiewit has the necessary equipment and personnel to carry out the intended work in a manner that will enable the completion of the project within the required time period. It is the opinion of the Program Management Team that Alterman is qualified to perform the work associated with BP07-001 and has the necessary personnel and equipment to carry out the work in manner that will enable the completion of the project within the required time period.

We recommend approval of bids from Kiewit for BP04-002 and BP06-001 and approval of the bid from Alterman for BP07-001. We further recommend that the CMAR be directed to engage with each of the recommended bidders to enable the development of early works GPM packages to carry out the work.

We recommend no approval on the bid from Kiewit for BP05-001. In evaluating this bid it is more than 15% higher than the provided Level 3 Cost Model from the CMAR for the work in the package and the bid is higher than would be expected for this work. We recommend that the CMAR be directed to re-bid this work with a more complete design package and provide a higher level of outreach to potential bidders in order to obtain a more competitive bid.

Sincerely,



Toby Flinn, PE
Program Manager

Attachments:

1. Bid Tabulations (4)
2. Bid Evaluation Worksheets (4)

Sherman South WWTP-MBR - BP04-002 Backfill
Bid Opening December 7, 2023

	Bidder #1	Bidder #2	Bidder #3
DESCRIPTION	Kiewit		
Acknowledgement of Addenda (3 total)	yes		
Completed & Signed Bid Form	yes		
Total Price	\$ 4,652,000.00		

Project	COSK South WWTP MBR
CMAR:	Kiewit
Work Package:	BP04-002 Backfill

SUBCONTRACTOR SCORECARD TEMPLATE

CRITERIA CHECKLIST

CRITERIA SCORES	WEIGHT	Kiewit AVG WEIGHTED SCORE	NOTES
Proposal ¹	1	1.00	Proposal meets requirements
1. Pricing	30	25.50	Pricing is higher than expected, only one bid that shows lack of competition
2. Commercial / Technical	30	27.00	Includes needed information
3. Ability to meet Schedule	40	40.00	indicates ability to meet project schedule
Total Score	100	92.50	

Notes

- 1 Proposal are tabulated to determine responsiveness. However, this was not indicated in the advertisement as a scoring criteria so will not be counted as a weighted component.
- 2 Weighted Score includes individual scores of the evaluation team that includes GTUA, COS, Designer, Prog. Mgr.

Sherman South WWTP-MBR - BP05-001 Underground Piping and Appurtenances
Bid Opening December 7, 2023

	Bidder #1	Bidder #2	Bidder #3
DESCRIPTION	Kiewit		
Acknowledgement of Addenda (2 total)	yes		
Completed & Signed Bid Form	yes		
Total Price	\$ 47,694,600.00		

Project	COSK South WWTP MBR
CMAR:	Kiewit
Work Package:	BP05-001 Underground Piping and Appurtenances

SUBCONTRACTOR SCORECARD TEMPLATE

CRITERIA CHECKLIST

CRITERIA SCORES	WEIGHT	Kiewit AVG WEIGHTED SCORE	NOTES
Proposal ¹	1	1.00	Proposal meets requirements
1. Pricing	30	18.00	price higher than Level 3 Cost Model
2. Commercial / Technical	30	25.50	minor exceptions noted
3. Ability to meet Schedule	40	39.00	indicates ability to meet project schedule
Total Score	100	82.50	

Notes

- 1 Proposal are tabulated to determine responsiveness. However, this was not indicated in the advertisement as a scoring criteria so will not be counted as a weighted component.
- 2 Weighted Score includes individual scores of the evaluation team that includes GTUA, COS, Designer, Prog. Mgr.

Sherman South WWTP-MBR - BP06-001 Concrete
Bid Opening December 7, 2023

	Bidder #1	Bidder #2	Bidder #3
DESCRIPTION	Kiewit		
Acknowledgement of Addenda (4 total)	yes		
Completed & Signed Bid Form	yes		
Total Price	\$ 31,431,000.00		

Project	COSK South WWTP MBR
CMAR:	Kiewit
Work Package:	BP06-001 Concrete

SUBCONTRACTOR SCORECARD TEMPLATE

CRITERIA CHECKLIST

CRITERIA SCORES	WEIGHT	Kiewit AVG WEIGHTED SCORE	NOTES
Proposal ¹	1	1.00	Proposal meets requirements
1. Pricing	30	14.25	Pricing is well over previous estimates
2. Commercial / Technical	30	22.50	Includes needed information
3. Ability to meet Schedule	40	38.00	indicate ability to meet project schedule
Total Score	100	74.75	

Notes

- 1 Proposal are tabulated to determine responsiveness. However, this was not indicated in the advertisement as a scoring criteria so will not be counted as a weighted component.
- 2 Weighted Score includes individual scores of the evaluation team that includes GTUA, COS, Designer, Prog. Mgr.

Sherman South WWTP-MBR - BP07-001 Electrical Underground
Bid Opening December 7, 2023

	Bidder #1	Bidder #2	Bidder #3
DESCRIPTION	Alterman, Inc.	JL Texas	Kiewit (TIC)
Acknowledgement of Addenda (3 total)	yes	no	yes
Completed & Signed Bid Form	yes	no	yes
Total Price	\$ 4,122,200.00	\$ 3,458,500.00	\$ 5,955,800.00

Project	COSK South WWTP MBR
CMAR:	Kiewit
Work Package:	BP07-001 Electrical Underground

SUBCONTRACTOR SCORECARD TEMPLATE

CRITERIA CHECKLIST

CRITERIA SCORES	WEIGHT	Alterman AVG WEIGHTED SCORE	JL Texas AVG WEIGHTED SCORE	TIC AVG WEIGHTED SCORE	NOTES
Proposal ¹	1	0.75	0.00	0.50	JL Texas not a complete bid
1. Pricing	30	27.75	0.00	11.85	Alterman low price of complete bids
2. Commercial / Technical	30	25.50	0.00	16.20	some items could be clarified after award
3. Ability to meet Schedule	40	40.00	0.00	30.00	indicates ability to meet schedule
Total Score	100	93.25	0.00	58.55	

Notes

- 1 Proposal are tabulated to determine responsiveness. However, this was not indicated in the advertisement as a scoring criteria so will not be counted as a weighted component.
- 2 Weighted Score includes individual scores of the evaluation team that includes GTUA, COS, Designer, Prog. Mgr.



City Council Regular Meeting

Agenda Item No. G.2.

Meeting Date: 12/18/2023

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7239

Approving the Greater Texoma Utility Authority's Intention to Award Preselection Package No. 4 to GMP C for the Progressive Guaranteed Maximum Price to Kiewit Water Facilities South Co. for the South Wastewater Treatment Plant - MBR Project

Issue:

Approving the Greater Texoma Utility Authority's Intention to Amend Guaranteed Maximum Price C (GMP-C) by Awarding Preselection Equipment Package 4, 13 separate bid items, for the South Wastewater Treatment Plant - MBR.

Background:

Due to rapid industrial and municipal growth currently being experienced by the City, the Wastewater Treatment Plant has to be expanded to meet expected flow and effluent characteristics. In order to meet the abbreviated timeline, the method of construction delivery chosen was Construction Manager at Risk, or CMAR.

The engineers have undertaken pre-selection of various long lead time equipment to save as much time as possible. Further, the CMAR contractor, now procured, is also undertaking pre-procurement and initial work packages to expedite time of delivery.

This request will provide funds to Amend Guaranteed Maximum Price (GMP) C for preselection equipment package 4, 13-separate bid packages. All work and materials included were competitively sought according to the required bidding process.

Origination:

Engineering

Financial Consideration:

On October 16, 2023, City Council Awarded GMP C with an initial \$10,000,000. GMP C is the title for all Preselection bid packages for the South Wastewater Treatment Plant.

- Package 1 preprocurement was the MBR to Veolia (\$3,987,000+\$64,500=\$4,051,500)
- Package 2 preprocurement was for Electrical Equipment Preselection to Elliot Electric for controllers, transformers, switchboards, panelboards, and motor control centers (\$1,513,000). The total to this point was \$5,564,500.
- Package 3 preprocurement was for submersible pumps, coarse screens, and a cloth media disk filter system (\$1,958,100). The total to this point was \$7,522,600

On November 20, 2023, Amendment #1 was requested with Package 2 in the amount of \$7,190,730 bringing the total new budget for GMP C to \$17,190,730.

- This request is to award Preselection package 4 for Screw Conveyor, Aeration Blowers, Sludge Storage Blowers, Recessed Impeller Pumps, Centrifugal Pumps, Rotary Lobe Pumps, Prestressed Concrete Tank, Plate Screens, Grit Removal System, Submersible Mixers, Disc Diffusers, Fine Bubble Diffused Aeration System, and Large Bubble Mixing System. Package 4 bids total to be \$7,742,883.70 (with \$37,000 in reductions) for a new GMP C total amount of \$15,265,483.70.

This project is funded through the 2023a Greater Texoma Utility Authority (GTUA) Open Market Bonds. The total amount to date with this Preselection package is \$98,628,257.55. The total project cost is expected to be about \$260 million.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to Award Guaranteed Maximum Price (GMP) C Preselection bid packages for the South Wastewater Treatment Plant - MBR Project

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No 7239
2. SWWTP - MBR Eqt Pkg 4 LtrRec
3. COSK-PSE-AMD0002-Amendment 02
4. WWTP Map

RESOLUTION NO. 7239

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD PRESELECTION PACKAGE NO. 4 TO GMP C FOR THE PROGRESSIVE GUARANTEED MAXIMUM PRICE TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE SOUTH WASTEWATER TREATMENT PLANT – MBR PROJECT; 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 Preselection Package No 4 to GMP C to Kiewit Water Facilities South Co. in the total amount of Seven Million Seven Hundred Forty-Two Thousand Eight Hundred Eighty Three Dollars and Seventy Cents (\$7,742,883.70) for the South Wastewater Treatment Plant – MBR 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 18th day of December 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



PLUMMER

1422-005-02

12/1/2023

Tom Pruitt, P.E.
Utility Engineer
City of Sherman City Hall 220 W. Mulberry St.
Sherman, TX 75090

Re: City of Sherman Public Works #1513-U
South Wastewater Treatment Plant – MBR Project
Preselection Equipment Package 4 – Engineer Letter of Recommendation

Dear Mr. Pruitt:

On Tuesday November 7, 2023, proposals for 13 separate bid items were received, opened, and read aloud for the above-referenced project. Table 1 provides a summary of the bid items along with the proposers and the equipment costs. No bids were received for Bid Item 8 (Fiberglass Reinforced Plastic Tanks) and Bid Item 12 (Peristaltic Metering Pumps). Alternative procurement methods are being evaluated for these two items.

Table 1. Equipment Package 4 Bid Tabulation

Bid Item No.	Bid Item Description	Supplier	Equipment Proposal Cost
1	Screw Conveyor	Huber Technologies, Inc.	\$35,318.00
2	High Efficiency Blower Systems	Removed from Equipment Package 4 via addendum	
3	Aeration Blowers, Rotary Screw Positive Displacement	Universal Blower PAC, Inc.	\$1,126,000.00
		Aerzen USA, Corp. ¹	\$1,078,101.00
4	Sludge Storage Blowers, Rotary Screw Positive Displacement	Universal Blower PAC, Inc.	\$229,000.00
		Aerzen USA, Corp. ¹	\$208,188.00
5	Recessed Impeller Pumps	Smith & Loveless, Inc.	Included in Bid Item 11 price
6	Submersible Large Capacity Centrifugal Pumps	Sulzer, Ltd.	\$262,000.00
		KSB, Inc.	\$315,449.00
		Xylem Water Solutions USA, Inc. - Flygt ²	\$639,981.75
7	Pumps, Heavy Duty Rotary Lobe	Vogelsang USA, Ltd.	\$130,000.00
		Boerger, LLC	\$252,000.00
8	Fiberglass Reinforced Plastic Tanks	No bids were received for this item	

Bid Item No.	Bid Item Description	Supplier	Equipment Proposal Cost
9	Wire-Wound Prestressed Concrete Tanks	Preload, LLC	\$4,543,000.00
		DN Tanks, LLC	\$4,340,000.00
10	Cylindrical Perforated Plate Screens	Huber Technologies, Inc.	\$749,682.00
11	Vortex Grit Removal System and Classifier	Smith & Loveless, Inc.	\$239,995.00
12	Peristaltic Metering Pumps	No bids were received for this item	
13	Submersible Mixer, High Speed	Sulzer, Ltd.	\$277,000.00
		KSB, Inc.	\$426,660.00
		Xylem Water Solutions USA, Inc. - Flygt	\$255,599.70
14	Flexible Membrane Disc Diffusers	Aquarius Technologies, LLC	\$89,800.00
		Environmental Dynamics International, Inc.	\$340,000.00
		Xylem Water Solutions USA, Inc. - Sanitaire ³	\$69,500.00
15	Fine Bubble Diffused Aeration System - Disk	Aquarius Technologies, LLC	\$292,800.00
		Environmental Dynamics International, Inc.	Included in Bid Item 14 price
		Xylem Water Solutions USA, Inc. - Sanitaire ³	\$185,500.00
16	Equalization Tank Large Bubble Mixing System	Pulsed Hydraulics, Inc.	\$226,000.00

¹If selected for Bid Items 3 and 4, Aerzen would offer a \$30,000 reduction in the Bid Item 3 proposal price, reducing the price from \$1,078,101.00 to \$1,048,101.00.

²The bid price includes variable frequency drives (VFDs), which were to be supplied separately. The price without VFDs is approximately \$308,216.75.

³If selected for Bid Items 14 and 15, Xylem would offer a \$7,000 reduction in the Bid Items 14 and 15 combined proposal price, reducing the price from \$255,000 to \$248,000.

Based on a review of the proposals and the determination of compliance with the technical specifications, Plummer recommends the City proceed with the equipment suppliers noted in Table 2. Table 1 will serve as the bid tabulation.

Table 2. Equipment Package 4 Recommended Suppliers

Bid Item No.	Bid Item Description	Recommended Supplier
1	Screw Conveyor	Huber Technologies, Inc.
2	High Efficiency Blower Systems	N/A
3	Aeration Blowers, Rotary Screw Positive Displacement	Aerzen USA, Corp.

Bid Item No.	Bid Item Description	Recommended Supplier
4	Sludge Storage Blowers, Rotary Screw Positive Displacement	Aerzen USA, Corp.
5	Recessed Impeller Pumps	Smith & Loveless, Inc.
6	Submersible Large Capacity Centrifugal Pumps	Sulzer, Ltd.
7	Pumps, Heavy Duty Rotary Lobe	Vogelsang USA, Ltd.
8	Fiberglass Reinforced Plastic Tanks	N/A
9	Wire-Wound Prestressed Concrete Tanks	DN Tanks, LLC
10	Cylindrical Perforated Plate Screens	Huber Technologies, Inc.
11	Vortex Grit Removal System and Classifier	Smith & Loveless, Inc.
12	Peristaltic Metering Pumps	N/A
13	Submersible Mixer, High Speed	Xylem Water Solutions USA, Inc. - Flygt
14	Flexible Membrane Disc Diffusers	Xylem Water Solutions USA, Inc. - Sanitaire
15	Fine Bubble Diffused Aeration System - Disk	Xylem Water Solutions USA, Inc. - Sanitaire
16	Equalization Tank Large Bubble Mixing System	Pulsed Hydraulics, Inc.

Please contact me at 972-834-7580 with any questions. We look forward to continuing to work with you during the design and construction of this important project.

Sincerely,

PLUMMER ASSOCIATES, INC.



Sherri van der Wege, P.E.
Senior Project Manager

SLV/qmg

Enclosure

cc: Nathan Whiddon, City of Sherman, nathanw@cityofsherman.com
Toby Flinn, Pape-Dawson, tflinn@pape-dawson.com
Mark Perkins, Mead and Hunt, mark.perkins@meadhunt.com
Brenna Wagner, Carollo, BWagner@carollo.com
Colin Bunker, Kiewit, colin.bunker@kiewit.com

Project:	South Wastewater Treatment Plant - MBR	Project Number:	
Owner:	Greater Texoma Utility Authority/City of Sherman		1513-U
Contractor:	Kiewit Water Facilities South Co.		105718
Engineer:	Plummer Associates		1422-005-02

Contract Amendment No.:	02	Effective Date of the Contract:	09/26/2023
--------------------------------	----	--	------------

Make the following modifications to the Contract Documents:

This Contract Amendment will add GMP packages defined as:

GMP D – Early Grading, Excavation, SOE, Dewatering Package. Includes early site grading, structural excavation, and over excavation under each foundation in accordance with the design documents. Install Support of Excavation (SOE) around Influent Screening Structure and Pump Station, and/or any other location it may be required. This package includes an interim drainage plan to ensure that water does not accumulate, or pond.. The CMAR cost request for this item of work is \$19,058,592.43.

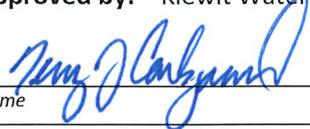
This Contract Amendment will add contract value to GMP packages defined as:

GMP C – Early Procurement Package. Includes funding authorization for the an additional 16 equipment procurement packages that were advertised by the CMAR on 10/8/23 with Bids opened on 11/7/23. Each package is under review by the CMAR and Design Engineer currently with award notifications and recommendations anticipated by 11/30/23. The CMAR cost request for this item is \$7,190,730.

This Contract Amendment incorporates specifications and drawings provided in BP04-001 – Early Grading, Excavation, SOE, Dewatering and EP-04 – Equipment Package 4. Specifications that differ from those already in the contract are intended to supersede earlier versions.

This Contract Amendment revises Section 00 52 23 – Construction Management At Risk Services Agreement. Paragraph 11.03.C. as follows:

“C. Retainage: Five percent (5%) of Cost of Work Items will be withheld from progress payments.”

Project: South Wastewater Treatment Plant - MBR		Project Number:	
Owner: Greater Texoma Utility Authority/City of Sherman		1513-U	
Contractor: Kiewit Water Facilities South Co.		105718	
Engineer: Plummer Associates		1422-005-02	
Contract Amendment No.: 02		Effective Date of the Contract: 09/26/2023	
<i>This Contract Amendment modifies the Contract Documents. Should this amendment include any change in compensation, the compensation in this Contract Amendment is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Modification. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled. Except as modified hereby, the Contract Documents and all of the terms and provisions thereof remain in full force and effect.</i>			
a Original Contract Price		\$ 2,865,000.00	
b Previously Approved Change Order Amounts		\$ 54,248,451.85	
c Adjusted Contract Price (a + b)		\$ 57,113,451.85	
d Amendment Amount		\$ 26,249,322.43	
e Revised Contract Price (c + d)		\$ 83,362,774.28	
f Percent Change to Date		n/a %	
g Change in Days this Contract Amendment		n/a days	
Completion Dates:		Original	
Substantial Completion h		4/30/2025	
Final Completion k		7/26/2025	
		Previous	
Substantial Completion i		4/30/2025	
Final Completion l		7/26/2025	
		Current	
Substantial Completion j		4/30/2025	
Final Completion m		7/26/2025	
Recommended by: Design Engineer		Recommended by: Project Construction Manager	
 Name _____ Date 11-29-2023		 Name _____ Date 11/21/23	
Approved by: Kiewit Water Facilities South Co.		Approved by: Program Manager	
 Name _____ Date 12/4/2023		 Name _____ Date 12/04/2023	
Approved by: Greater Texoma Utility Authority		Approved by: City of Sherman	
_____ Name _____ Date _____		 Name _____ Date 12/6/2023	
		Digitally signed by Tom Pruitt Date: 2023.12.06 10:55:52-06'00'	

South Wastewater Treatment Plant – MBR Project



GMP Proposal Submissions for:

GMPD – Early Grading, Excavation, SOE, Dewatering

Submitted: November 10, 2023



November 10, 2023

Mr. Tom Pruitt, PE
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

RE: GMPD Early Grading, Excavation, SOE, Dewatering

Dear Mr. Pruitt:

Kiewit Water Facilities South Co. is hereby submitting GMPD proposal for the South Wastewater Treatment Plant – MBR Project. The GMP proposal incorporates Bid Package 04-001 Early Grading, Excavation, SOE, and Dewatering.

RFP and Addendum No. 1 for Civil Package BP04-001 have been included in this proposal. This scope of work includes clear, grub, strip topsoil and haul to designated stockpile location. Perform early site grading, structural excavation, and over excavation under each foundation in accordance with the documents. Install Support of Excavation (SOE) around Influent Screening Structure and Pump Station, and/or any other location it may be required. This package includes an interim drainage plan to ensure that water does not accumulate, or pond. This proposal is based on the integrated schedule Dated October 29, 2023, titled South Wastewater Treatment Plant – MBR – BP04-001 Civil Schedule. Work shall commence the week of December 4, 2023 and finish on May 16, 2024.

This scope is submitted as a lump sum to be billed against the proposed schedule of values. If the overall project schedule increases, or the value exceeds \$155 Million, this package may require additional funding that would be negotiated via the change management process.

Below is a table comparing the current proposed values to the overall project budget to help understand how this funding authorization fits within the overall projected construction budget. Later, this proposal will help illustrate some of the variations introduced by Addendum No. 1 which increased the scope of the package from what was estimated in the 30% Cost Model. Further ramifications of these revisions may also impact future GMPs but have yet to be evaluated.

GMP	GMP/Work Package Name	Previous	Current	Remaining	Forecast Value	Target
PCSA	Preconstruction Services	\$ 1,950,000.00	\$ -	\$ -	\$ 1,950,000.00	9/18/23
PCSB	Procurement Services	\$ 915,000.00	\$ -	\$ -	\$ 915,000.00	9/18/23
	Preconstruction Lump Sum	\$ 2,865,000.00	\$ -	\$ -	\$ 2,865,000.00	
GMPE	General Conditions	\$ 16,866,305.00			\$ 16,866,305.00	10/16/23
GMPB	Site Services	\$ 18,399,017.31		\$ -	\$ 18,399,017.31	10/16/23
GMPC	Early Procurement	\$ 10,000,000.00		\$ -	\$ 10,000,000.00	10/16/23
GMPD	Grading, Excavation, SOE, Dewatering	\$ -	\$ 15,902,635.00	\$ -	\$ 15,902,635.00	11/20/23
GMPE	Backfill	\$ -	\$ -	\$ 2,312,395.16	\$ 2,312,395.16	12/18/23
GMPF	Underground Piping	\$ -	\$ -	\$ 41,784,737.61	\$ 41,784,737.61	12/18/23
GMPG	Concrete, Miscellaneous Metals	\$ -	\$ -	\$ 23,241,313.76	\$ 23,241,313.76	12/18/23
GMPH	Electrical, Instrumentation	\$ -	\$ -	\$ 35,530,865.34	\$ 35,530,865.34	12/18/23
GMPI	Process Mechanical	\$ -	\$ -	\$ 30,315,016.30	\$ 30,315,016.30	1/15/24
GMPJ	Building Trades	\$ -	\$ -	\$ 7,813,865.58	\$ 7,813,865.58	1/15/24
GMPK	Site Finishes and Startup Support	\$ -	\$ -	\$ 3,794,221.44	\$ 3,794,221.44	5/20/24
	Cost of Work	\$ 45,265,322.31	\$ 15,902,635.00	\$ 144,792,415.19	\$ 205,960,372.50	
9%	Contingency	\$ 4,073,879.01	\$ 1,431,237.15	\$ 13,031,317.37	\$ 18,536,433.52	
	Cost of Work plus Contingency	\$ 49,339,201.32	\$ 17,333,872.15	\$ 157,823,732.56	\$ 224,496,806.02	
12.2%	~Additional GCs (12.2% When >\$155M)	\$ -	\$ -	\$ 11,904,130.66	\$ 11,904,130.66	
	Subtotal Cost of Work	\$ 49,339,201.32	\$ 17,333,872.15	\$ 169,727,863.22	\$ 236,400,936.69	
9.95%	CMAR Fee	\$ 4,909,250.53	\$ 1,724,720.28	\$ 16,887,922.39	\$ 23,521,893.20	
	Construction Total	\$ 54,248,451.85	\$ 19,058,592.43	\$ 174,711,654.95	\$ 259,922,829.89	
	Preconstruction Plus Construction Total	\$ 57,113,451.85	\$ 19,058,592.43	\$ 174,711,654.95	\$ 262,787,829.89	

Respectfully,



Colin Bunker
Kiewit Water Facilities South Co.
Sponsor

Table Of Contents

- 1) **Executive Summary**
 - 2) **Bid Form**
 - 3) **Org Chart**
 - 4) **Progress Schedule**
 - 5) **Attachments**
 - a. **Excavation Access Plan**
 - b. **Drainage Plan**
 - c. **Influent Screening Structure & Pump Station SOE**
-
-

South Wastewater Treatment Plant – MBR Project

TO: City of Sherman/GTUA/Pape-Dawson

DATE: 11/10/2023

FROM: Kiewit

SUBJECT: Executive Summary – Early Grading, Excavation, SOE, Dewatering

COPIES: Transmitted Electronically via Email

GMP Overview

The following proposal includes Early Grading, Excavation, SOE and Dewatering. Each Work Package is comprised of various Bid Packages that are described in Table 1.

Table 1: Work Packages

Work Package ID	Work Package Name	Associated Bid Packages
GMPA	General Conditions	BP02-001, BP03-001, 003, 011 to 017, 029-032, 039-045
GMPB	Site Services	BP03-All (Except those listed above)
GMPC	Early Procurement	BP01-All
GMPD	Early Grading, Excavation, SOE, Dewatering	BP04-001
GMPE	Backfill	TBD
GMPF	Underground Piping	TBD
GMPG	Concrete, Miscellaneous Metals	TBD
GMPH	Undgerground Electrical	TBD
GMPI	Process Mechanical	TBD
GMPJ	Building Trades	TBD
GMPK	Site Finishes and Startup Support	TBD

BP04-001 Overview

This scope of work includes: Clear, grub, and strip any remaining topsoil on indicated areas of the project site and haul to designated stockpile location. Perform early site grading, structural excavation, and over excavation under each foundation in accordance with the Geotechnical Report. Design excavations to meet OSHA, Kiewit's Temporary Structure and Construction Devices TSCD Manual. Backfill from over excavation to bottom of foundations in accordance with the Geotechnical Report. Design and install dewatering system and/or drainage system to keep excavations free from ground and storm water. Design and build crane pads based on the cranes indicated in the request for proposal. Design and install site access for all excavations. Design and install Support of Excavation (SOE) around Influent Screening Structure and Pump Station, and/or any other location it may be required. Design interim drainage plan to ensure that water does not accumulate, or pond, but instead sheet flows around excavations in a controlled fashion, collect any nuisance water with temporary piping to convey it to controlled drainage points.

The services listed and provided are critical to the CMAR's ability to manage the project per the Contract documents, procedural requirements as outlined in the project management documents, and to satisfy best management practices. Any variation in these services could affect the CMARs ability to manage to the contract

documents and best management practices standards.

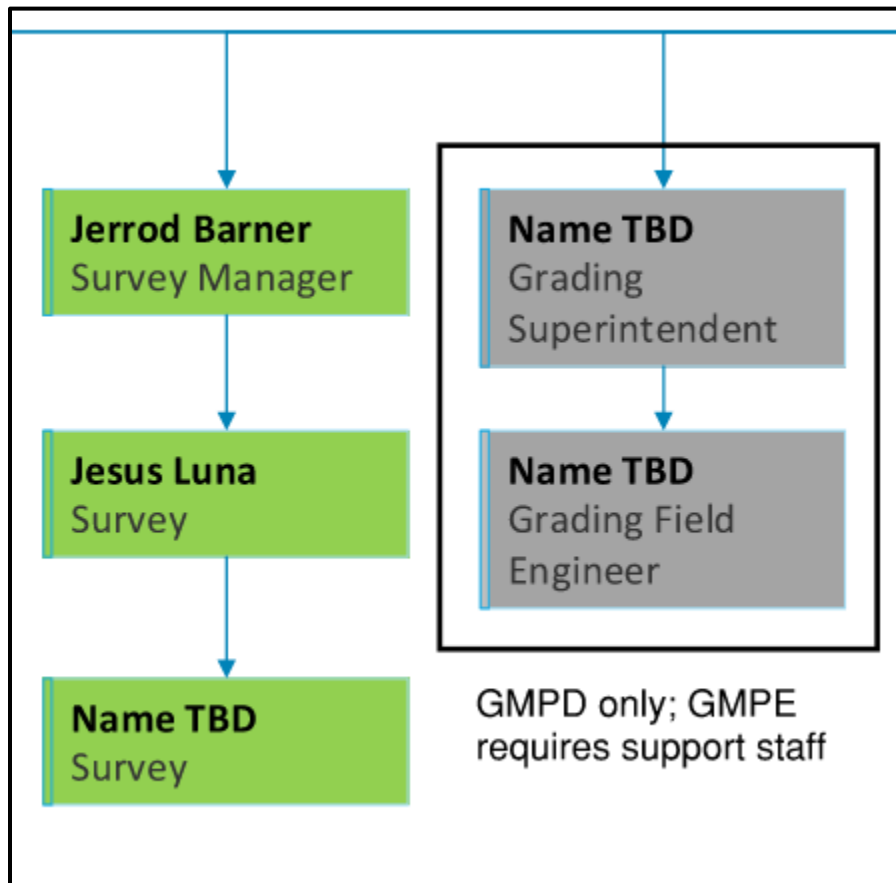
The CMAR solicited, coordinated, and executed this GMP development per the CMAR Agreement and specifications. The speed of project execution has limited our ability to collaborate in depth but there has been discussion and review of certain scopes during task force meetings.

Bid Schedule & Results

BP004-01 Early Grading, Excavation, SOE and Dewatering was issued for Notice to Bid on October 11, 2023. The Bid Package was due on November 3, 2023. Only one bidder, Kiewit Water Facilities South Co. submitted a proposal in the amount of \$15,502,635.00.

CMAR support staff for BP04-001 consisting of a Grading Superintendent and Grading Engineer for 25 Weeks (11/20/23 – 5/17/24) has also been included consistent with the positions identified as future scopes on the initial GMP submittals. The cost for support staff is \$400,000. CMAR recommends a GMPD cost of \$15,902,635 (excludes Contingency & CMAR Fee).

Figure 1: GMPD Support (Org Chart)



Pricing Option 6 to protect subgrade by placing a 4" to 6" thick mud mat is not yet approved but is under consideration by the CMAR.

Assumptions and Clarifications

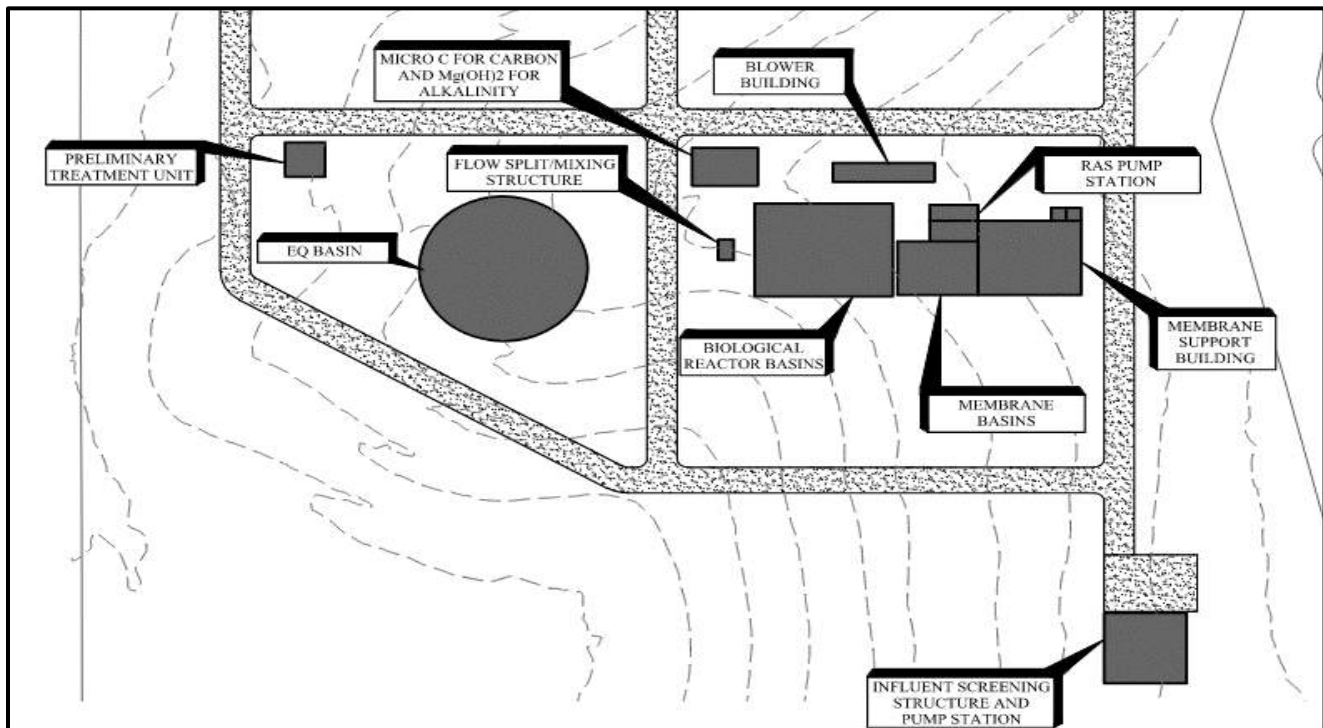
1. Support of Excavation (SOE) will be left in-place partial removal in Backfill Bid Package.
2. Overexcavation, structural excavation and rock excavation was based on the Draft ECS Southwest, LLP Geotechnica Engineering Report dated September 19, 2023.
3. Assumed 6" topsoil striping per Draft Geotechnical Report.
4. Quantities for site balancing per Addendum No. 1 Rough Grading Plan I & II (C-035 & C-036)
5. Topsoil to be included in Site Finishes Bid Package.
6. Any excess dirt will be left at on-site stockpile.

30% Cost Model Pricing Comparison

The cost for the proposed GMPD as presented in the 30% Design Cost Model has changed. Revised Drawings were issued via Addendum No. 1 dated October 26, 2023 after submission of the Cost Model, with the following impacts to costs:

1. Additional embankment of 55,000 CY due to larger area of grading.
2. Additional 12,000 CY of site striping
3. Influent Screening Structure and Pump Station Finished Floor Elevation was at EL. 606.00, now FF Elevation is at EL. 599.00. As a result of a deeper excavation, an additional 7 feet of rock excavation is necessary along with Support of Excavation.
4. Additional structures are now shown, Diversion Structure, Influent Pump Station Electrical Structure, Sludge Blowers, Sludge Pump Station, Sludge Storage Tank and Alkalinity Storage. Additional structural excavation is needed for these structures.
5. Site footprint is three times larger than Cost Model drawings.
6. Sediment Basin was assumed 2 feet deep for 30% Cost Model, drawings now indicate an 8 feet deep Sediment Basin on 23 acre site.

Figure 2: 30% Cost Model Site Plan



South Wastewater Treatment Plant – MBR Project GMP Scope of Work

Figure 3: Addendum No. 1 Site Plan

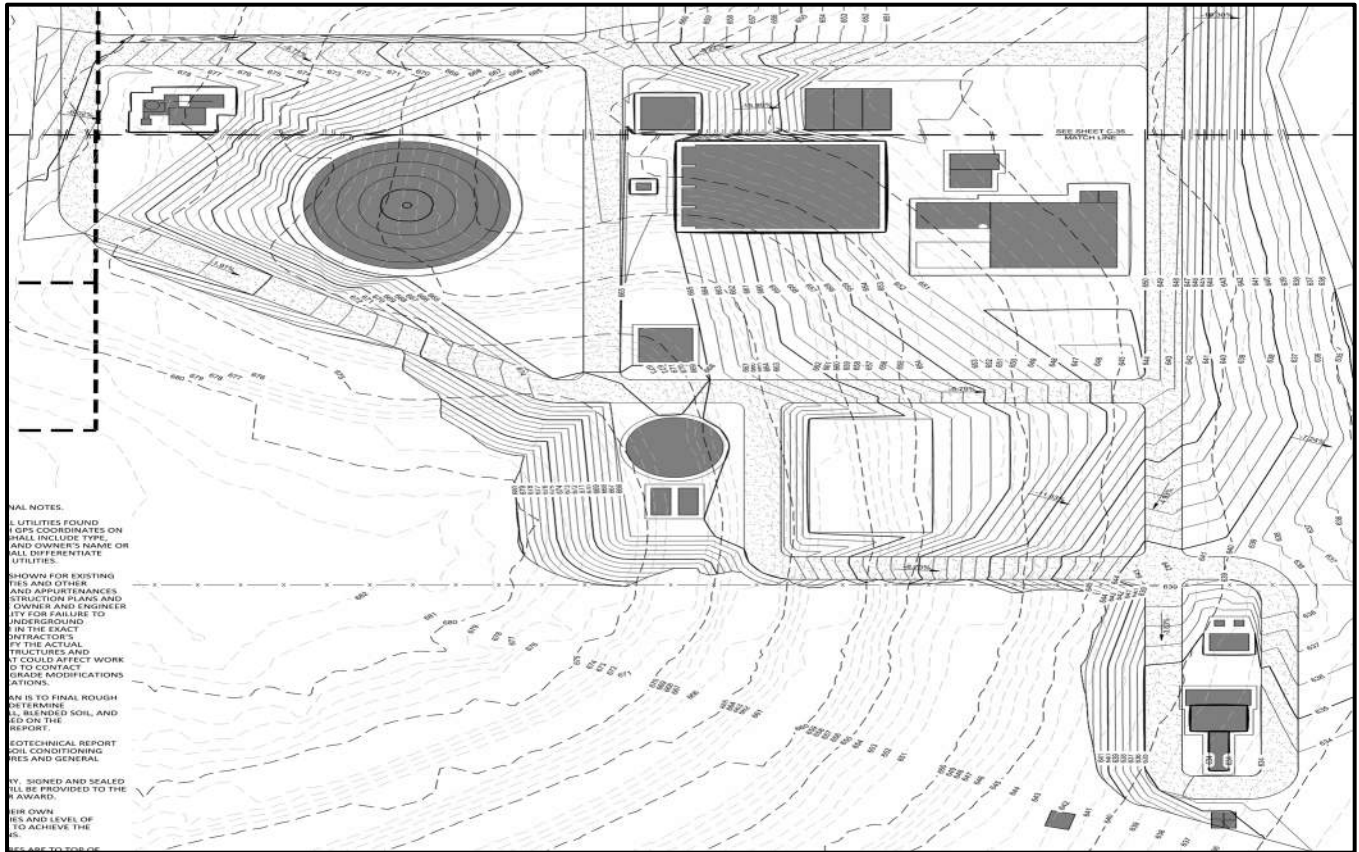


Figure 4: 30% Cost Model Versus Current Forecast

GMP	GMP/Work Package Name	30% Cost Model	Forecast Value
PCSA	Preconstruction Services	\$ 1,950,000.00	\$ 1,950,000.00
PCSB	Procurement Services	\$ 915,000.00	\$ 915,000.00
	Preconstruction Lump Sum	\$ 2,865,000.00	\$ 2,865,000.00
GMPA	General Conditions	\$ 16,866,305.00	\$ 16,866,305.00
GMPB	Site Services	\$ 18,399,017.31	\$ 18,399,017.31
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GMPD	Grading, Excavation, SOE, Dewatering	\$ 12,453,579.16	\$ 15,902,635.00
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GMPI	Process Mechanical	\$ 30,315,016.30	\$ 30,315,016.30
GMPJ	Building Trades	\$ 7,813,865.58	\$ 7,813,865.58
GMPK	Site Finishes and Startup Support	\$ 3,794,221.44	\$ 3,794,221.44
	Cost of Work	\$ 202,511,316.66	\$ 205,960,372.50
	9% Contingency	\$ 18,226,018.49	\$ 18,536,433.52
	Cost of Work plus Contingency	\$ 220,737,335.15	\$ 224,496,806.02
	12.2% ~Additional GCs (12.2% When >\$155M)	\$ 11,445,475.22	\$ 11,904,130.66
	Subtotal Cost of Work	\$ 232,182,810.37	\$ 236,400,936.69
	9.95% CMAR Fee	\$ 23,102,189.63	\$ 23,521,893.20
	Construction Total	\$ 255,285,000.00	\$ 259,922,829.89
	Preconstruction Plus Construction Total	\$ 258,150,000.00	\$ 262,787,829.89

Note that GMP's E-K have not yet been evaluated for Addendum 1 or other design advancement since ~10/4/23. Early procurement packages are currently trending towards exceeding the previously approved value for GMPC but some of the scopes being procured should offset costs previously carried in later GMPs.

South Wastewater Treatment Plant – MBR Project
GMP Scope of Work

Contract and Payment Mechanism

It is expected that the components of this work package approval will be invoiced as stated below for each BP:

1. BP04-001 - Early Grading, Excavation, SOE, Dewatering: Will be invoiced a Lump Sum per agreed schedule of values.
2. Contingency: Contingency will be allocated to Cost of Work according to the change management process then invoiced accordingly, generally as a Lump Sum.
3. Construction Fee Insurance will be invoiced at the percentages defined in the Agreement.

Plans and Specifications

The following listing of plans, specifications, and documents were used in the development of vendor bid packages for this GMP.

Table 2: Reference Specifications / Drawings

Technical Specification / Drawing Title	Specifications / Drawings
Specification 02 41 00	Demolition
Specification 02 41 19	Selective Demolition
Specification 31 05 13	Soils for Earthwork
Specification 31 05 16	Aggregates for Earthwork
Specification 31 10 00	Site Clearing
Specification 31 20 00	Earthwork
Specification 31 23 10	Structural Excavation and Backfill
Specification 31 23 19	Dewatering
Specification 31 41 33	Excavation Support and Protection
Drawing G-015	Site Plan-2
Drawing G-016	Site Plan-3
Drawing G-023	Hydraulic Profile
Drawing 2023-10-17	Profile View Other Structures
Draft Geotechnical Report	
Draft Geotechnical Information Summary	
Draft Foundation and Excavation Notes	
Addendum No. 1 Dated October 26, 2023	

COMMERCIAL BID FORM - Early Civil Work

[Attention Bidder: Please Enter Information in Non-Shaded Cells Only]

- Grading, Excavation, SOE, Dewatering				BID DUE: 3-Nov-2023 13-Oct-2023 21 Days		BIDDER INFORMATION		BIDDER COMMENTS
RFP SENT: BID DURATION:				Kiewit Water Facilities South Co. Jason Banda jason.banda@kiewit.com 469-276-3827 3-Nov-23 1-Feb-24 90 Firm Bid BP04-001 USD \$ - US Dollar \$1.00				Proposal should be submitted as a Lump Sum
Project No.: 105729 Project Name: South WasteWater Treatment Plant - MBR Owner: Greater Texas Utility Authority/ City of Sherman Job Site: Sherman, TX RFP Description: Grading, Excavation, SOE, Dewatering Spec: HD Quote Group Tag: Engineering: Nate Butler Procurement: Chandler Petersen Reviewer: Revision #/ Date: Project Currency: USD \$ - US Dollar				Bidder Legal Name: Bidder Contact Name: Bidder Contact Email: Bidder Phone: Bid Date or "No Bid": Bid Validity Duration (Days): Firm or Budgetary Bid: Bidder Proposal Reference No.: Quoted Currency: Exchange Rate (1 : xUSD \$ - US Dollar)				
TOTAL PROPOSAL PRICE				-	-	-	-	\$ 15,502,635
Pricing Breakdown				Qty.	Unit	Unit Price (USD \$ - US Dollar)	Definition	Total Price (USD \$ - US Dollar)
Pricing for Labor / Material				-	-	-	-	\$ 15,502,635
1 Mobilization (include all management plans, facilities, P6 Schedule)				1	LS	\$750,000.00		\$ 750,000
2 Clear/Grub/Strip Topsoil				25	ACRE	\$45,000.00		\$ 1,125,000
3 Establishment of any required BMPs for Stormwater management specific to this package.				1	LS	\$500,000.00		\$ 500,000
4 Early Mass Grading				118,565	CY	\$22.00		\$ 2,608,430
5 Design Structure Excavation/Over-Excavation, including any potential rock excavation.				28,258	CY	\$100.00		\$ 2,825,800
6 a. Submit design with proposal indicating volumes of anticipated excavation					N/A		INCL	\$ -
7 b. specifying how much rock volume bid was anticipated based on Draft Geotechnical Report.					N/A		INCL	\$ -
8 Process Moisture Conditioned Fill, Haul to Backfill, and Embank Recompacted Fill to Establish Subgrade.				5,956	CY	\$130.00		\$ 774,280
9 Hauling of All Spoils to designated Stockpiles, provide Stockpile Maintenance and Dust Control				128,825	CY	\$21.00		\$ 2,705,325
10 Design, Install, and Inspect and Support of Excavation required. Submit design with proposal.				1	LS	\$1,500,000.00		\$ 1,500,000
11 Design and install Water Management scheme and/or Dewatering in all excavations.				1	LS	\$800,000.00		\$ 800,000
12 Drainage Management, including establishment of Berms around Excavations and rocked trenches to divert water.				1	LS	\$263,800.00		\$ 263,800
13 a. Submit design or relevant details with proposal.					N/A		INCL	\$ -
14 Design and install Site Access (Ramps/Stairs/Crane Pads).				1	LS	\$1,250,000.00		\$ 1,250,000
15 a. Submit designs with proposal.					N/A		INCL	\$ -
16 De-Mobilization				1	LS	\$400,000.00		\$ 400,000
Pricing for Options Requested or Offered				-	-	-	-	\$ -
1 Extended Warranty - Optional 12 Month Adder				0	LOT			\$ -
2 Freight Option 1 (Furnish and Install Only)				0	LOT			\$ -
3 Freight Option 2 (Furnish and Install Only)				0	LOT			\$ -
4 Open Cut Excavation for Influent Screening Structure and Pump Station				0	CY	\$0.00		\$ -
5 Optional Price to install rock anchors, if required				0	N/A			\$ -
6 Option to protect subgrade by placing a 4" to 6" thick concrete slab (Mud Mat) 4' beyond structure in all dimensions.				1066	CY	\$458.00		\$ 488,228
Pricing for Standard Commercial Items				-	-	-	-	\$ -
1 Sales/ Use Tax Required				1	LOT		INCL	\$ -
2 Freight (DDP Jobsite - Incoterms 2020) Required				1	LOT		INCL	\$ -
3 Warranty - Standard (See 2.0 Below) Required				1	LOT		INCL	\$ -
4 Warranty - Adder to meet Owner's Terms (See 2.0 Below) Not Required				0	LOT		EXCL	\$ -
5 TFA - Training Duration (Bidder to specify quantity) Not Required				0	DAY		EXCL	\$ -
6 TFA - Training Round Trip (Bidder to specify quantity) Not Required				0	RT		EXCL	\$ -
7 Spares - Startup & Commissioning - (Bidder to provide detailed list) Not Required				0	LOT		EXCL	\$ -
8 Spares - Construction - (Bidder to provide detailed list) Not Required				0	LOT		EXCL	\$ -
9 Spares - Special Tools - (Bidder to provide detailed list) Not Required				0	LOT		EXCL	\$ -
10 Spares - 2-Year Operating - (Bidder to provide detailed list) Not Required				0	LOT		EXCL	\$ -
11 Security Cost (Payment and Performance Bond) Required				1	LOT		INCL	\$ -
Commercial Adjustments				-	-	-	-	\$ -
1								\$ -
2								\$ -
3								\$ -
4								\$ -
5								\$ -
Technical Adjustments				-	-	-	-	\$ -
1								\$ -
2								\$ -
3								\$ -
4								\$ -
5								\$ -
TOTAL PROPOSAL PRICE				-	-	-	-	\$ 15,502,635
TOTAL PROPOSAL PRICE (Not Including Security)				-	-	-	-	\$ 15,502,635
TOTAL UNIT PRICE (Not Including Security) - Enter In Hard Dollar				-	-	-	-	\$ -
Security Cost Per \$1000 - Enter In Hard Dollar				-	Per \$1000	-	-	\$ -
Evaluation Factors (constructability, past performance, etc.)				-	-	-	-	\$ -
1					LOT			\$ -
2					LOT			\$ -
3					LOT			\$ -
4					LOT			\$ -
5					LOT			\$ -
TOTAL EVALUATED PRICE				-	-	-	-	\$ 15,502,635
Options Excluded				-	-	-	-	\$ -
1					LOT			\$ -
2					LOT			\$ -
3					LOT			\$ -
4					LOT			\$ -
5					LOT			\$ -
Commercial Requirements								
1.0 Financial Security								
Specify type of security instrument provided (select from drop-down list)				100% Payment & Performance Bond				
Bidder's Surety Firm:				Supplied under CMAR Agreement				
Bonding Capacity:				Supplied under CMAR Agreement				
3.0 Site Specific Requirements								
Is Safety training and orientation included in your proposal? (select from drop-down list)				Yes				
Are background checks included in your proposal?				No - see attached comments				
Are employee drug testing costs included in your proposal?				Yes				
4.0 Lead Time and Schedule of Work								
Lead Time - Drawings ARO (Include 2 Weeks for Drawing Approval)				3	WKS			
Lead Time - Equipment/Material to Jobsite ARAD				2	WKS			
Lead Time - Installation / Erection (mobilization to demobilization)				26	WKS			
Schedule - Proposal based on day shift or night shift or both				Day	SHIFT			

COMMERCIAL BID FORM - Early Civil Work

[Attention Bidder: Please Enter Information in Non-Shaded Cells Only]

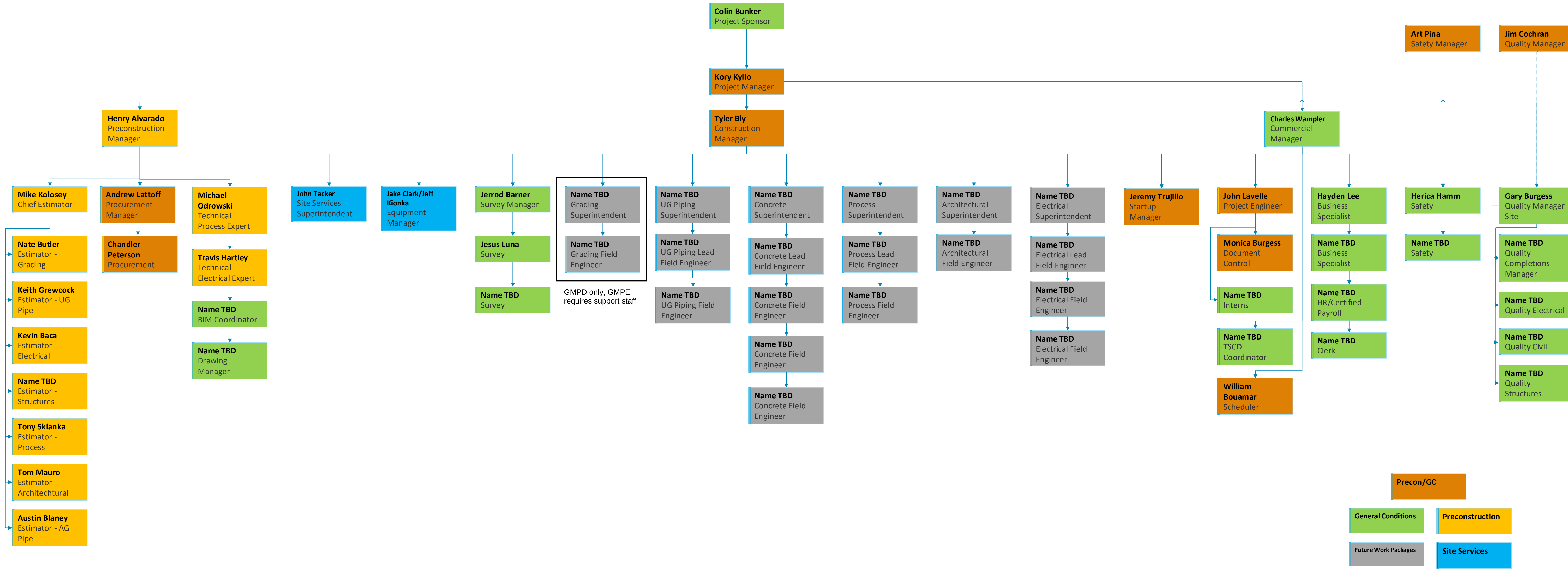
- Grading, Excavation, SOE, Dewatering			BID DUE: 3-Nov-2023 RFP SENT: 13-Oct-2023 BID DURATION: 21 Days		<i>Bidder may use the spaces in this column to enter comments.</i>
Project No.: 105729 Project Name: South WasteWater Treatment Plant - MBR Owner: Greater Texas Utility Authority/ City of Sherman Job Site: Sherman, TX RFP Description: Grading, Excavation, SOE, Dewatering Spec: HD Quote Group Tag: Engineering: Nate Butler Procurement: Chandler Petersen Reviewer: Revision #/ Date: Project Currency: USD \$ - US Dollar			BIDDER INFORMATION Bidder Legal Name: Kiewit Water Facilities South Co. Bidder Contact Name: Jason Banda Bidder Contact Email: jason.banda@kiewit.com Bidder Phone: 469-276-3827 Bid Date or "No Bid": 3-Nov-23 Bid Valid Until Date: 1-Feb-24 Bid Validity Duration (Days): 90 Firm or Budgetary Bid: Firm Bid Bidder Proposal Reference No.: BP04-001 Quoted Currency: USD \$ - US Dollar Exchange Rate (1 : xUSD \$ - US Dollar): \$1.00		BIDDER COMMENTS Proposal should be submitted as a Lump Sum
TOTAL PROPOSAL PRICE			-	-	\$ 15,502,635
Schedule - Number of Craft Workers required			30	QTY	
Schedule - Hours worked per day			10	HRS	
Schedule - Number of days worked per week			5	DAYS	
Schedule - Total estimated man-hours			35000	MH	
Labor - Union or Non-Union			Non-Union	LBR	
5.0 Bidder Certification - Technical, Business, Diversity, Etc.					
Bidder's Primary Certification (select from drop-down list)					
Additional Certification (select from drop-down list)					
6.0 Insurance					
Can Bidder meet insurance requirements as specified in RFP? (select from drop-down list)			Yes		Supplied under CMAR Agreement
7.0 Proposal Requirements - Insurance, Safety, Quality, and Licensing					
Does Bidder have written Quality Assurance program? (select from drop-down list)			Yes		Supplied under CMAR Agreement
Does Bidder have written Safety Program? (select from drop-down list)			Yes		Supplied under CMAR Agreement
Does Bidder have written Quality Assurance program? (select from drop-down list)			Yes		Supplied under CMAR Agreement
Does Bidder have written Safety Program? (select from drop-down list)			Yes		Supplied under CMAR Agreement
EMR and Frequency/Severity Rates for last 3 years					
			Current Year	Year 2	Year 3
EMR Rates:			0.51	0.43	0.41
Frequency / Severity Rates:			0.00	0.00	0.00
Where is Bidder's Company located?			Texas		
Does Bidder have experience with Alternative Delivery?			Yes		
Does Bidder have experience working with the City of Sherman?			Yes		
Is your Company currently licensed in the State where Project is located?			Yes		
7.0 Proposal Exception					
Does Bidder Proposal comply with Instructions to Bidders? (select from drop-down list)					

The undersigned agrees, if this bid is accepted, to enter into a contract with Contractor in accordance with the terms and conditions outlined in the attached sample contract for the work described in the Instructions to Bidders and any subsequent addenda (including Addendum 1). Any and all deviations and/or exceptions taken by bidder to the terms, conditions, plans, specifications, codes, standards or this request for quote shall be clearly stated in writing and included as an attachment to the bid form.

Name/ Title _____
 Kiewit Water Facilities South _____
 Company Name _____
 2050 Roanoke Rd, Suite 250 Westlake, TX, 76262 _____
 Address _____

11/3/2023 _____
 Date _____
 720-384-4870 _____
 Contact Phone _____
 terry.carlsgaard@kiewit.com _____
 Email _____

City of Sherman South WWTP - MBR Org Chart



South Wastewater Treatment Plant - MBR - BP04-001 Civil Schedule				CIVIL SCHEDULE			DATA DATE: 29-Oct-23					
Activity ID	Activity Name	OD	Start	Finish	2023		2024					
						Dec	Jan	Feb	Mar	Apr	May	Jun
South Wastewater Treatment Plant - MBR - BP04-001 Civil												
General / Milestones					114	04-Dec-23	16-May-24					
Milestones					114	04-Dec-23	16-May-24					
FINISH	Civil Scope Finish	0		16-May-24								◆ Civil Scope Finish
START	Civil Scope Start	0	04-Dec-23*		◆ Civil Scope Start							
Submittal / Procurement					18	04-Dec-23	29-Dec-23					
Shoring System					18	04-Dec-23	29-Dec-23					
P-100	SFA Shoring System: IPS 1	5	04-Dec-23	08-Dec-23	SFA Shoring System: IPS 1							
P-110	R/A Shoring System: IPS 1	5	11-Dec-23	15-Dec-23	R/A Shoring System: IPS 1							
P-120	Procure Shoring System: IPS 1	14	15-Dec-23	29-Dec-23	Procure Shoring System: IPS 1							
Construction					90	04-Dec-23	16-May-24					
Sitework					90	04-Dec-23	16-May-24					
SW-100	Strip Topsoil	40	04-Dec-23	15-Feb-24	Strip Topsoil							
SW-110	Total Site Excavation / Embankment / Balance	90	04-Dec-23	16-May-24	Total Site Excavation / E							
SW-120	Crane Pads (4 total)	10	29-Feb-24	21-Mar-24	Crane Pads (4 total)							
SW-130	Sediment Basin	57	19-Jan-24	02-May-24	Sediment Basin							
SW-140	Working Surfaces Base	20	29-Feb-24	09-Apr-24	Working Surfaces Base							
Diversion Structure					8	15-Jan-24	29-Jan-24					
Civil					8	15-Jan-24	29-Jan-24					
DS-100	Civil / Earthwork Scope: Diversion Structure (2 Ea.)	8	15-Jan-24	29-Jan-24	Civil / Earthwork Scope: Diversion Structure (2 Ea.)							
Influent Pump Station					50	29-Dec-23	01-Apr-24					
Civil					50	29-Dec-23	01-Apr-24					
IPS-100	Shoring and Tiebacks: IPS 1	47	29-Dec-23	25-Mar-24	Shoring and Tiebacks: IPS 1							
IPS-101	Dirt Excavation: IPS 1	15	29-Dec-23	25-Jan-24	Dirt Excavation: IPS 1							
IPS-102	Rock Cut: IPS 1	35	25-Jan-24	01-Apr-24	Rock Cut: IPS 1							
IPS-110	Civil / Earthwork Scope: IPS Elect Pad 1	5	20-Feb-24	29-Feb-24	Civil / Earthwork Scope: IPS Elect Pad 1							
IPS-120	Civil / Earthwork Scope: IPS Elect Pad 2	5	20-Feb-24	29-Feb-24	Civil / Earthwork Scope: IPS Elect Pad 2							
IPS-130	Civil / Earthwork Scope: IPS Electrical	5	20-Feb-24	29-Feb-24	Civil / Earthwork Scope: IPS Electrical							
Preliminary Treatment					5	20-Feb-24	29-Feb-24					
Civil					5	20-Feb-24	29-Feb-24					
PRT-100	Civil / Earthwork Scope: Prelim Treatment Unit	5	20-Feb-24	29-Feb-24	Civil / Earthwork Scope: Prelim Treatment Unit							
Equalization Tank / Basin					35	04-Dec-23	06-Feb-24					
Civil					35	04-Dec-23	06-Feb-24					
EQB-100	Civil / Earthwork Scope: EQ Basin	25	04-Dec-23	19-Jan-24	Civil / Earthwork Scope: EQ Basin							
EQB-110	Civil / Earthwork Scope: Flow Splitter	5	29-Jan-24	06-Feb-24	Civil / Earthwork Scope: Flow Splitter							
Biological Reactor Basin					33	04-Dec-23	02-Feb-24					
Civil					33	04-Dec-23	02-Feb-24					
BRB-100	Civil / Earthwork Scope: Biological Reactor Basins	33	04-Dec-23	02-Feb-24	Civil / Earthwork Scope: Biological Reactor Basins							
Blower Building					5	05-Feb-24	13-Feb-24					
Civil					5	05-Feb-24	13-Feb-24					
BLW-100	Civil / Earthwork Scope: Blower Structure	5	05-Feb-24	13-Feb-24	Civil / Earthwork Scope: Blower Structure							
Membrane Basins					5	06-Feb-24	15-Feb-24					

Remaining Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

◆

◆ Milestone

KS

EST. 1988

Kiewit

WATER

KIEWIT WATER FACILITIES SOUTH

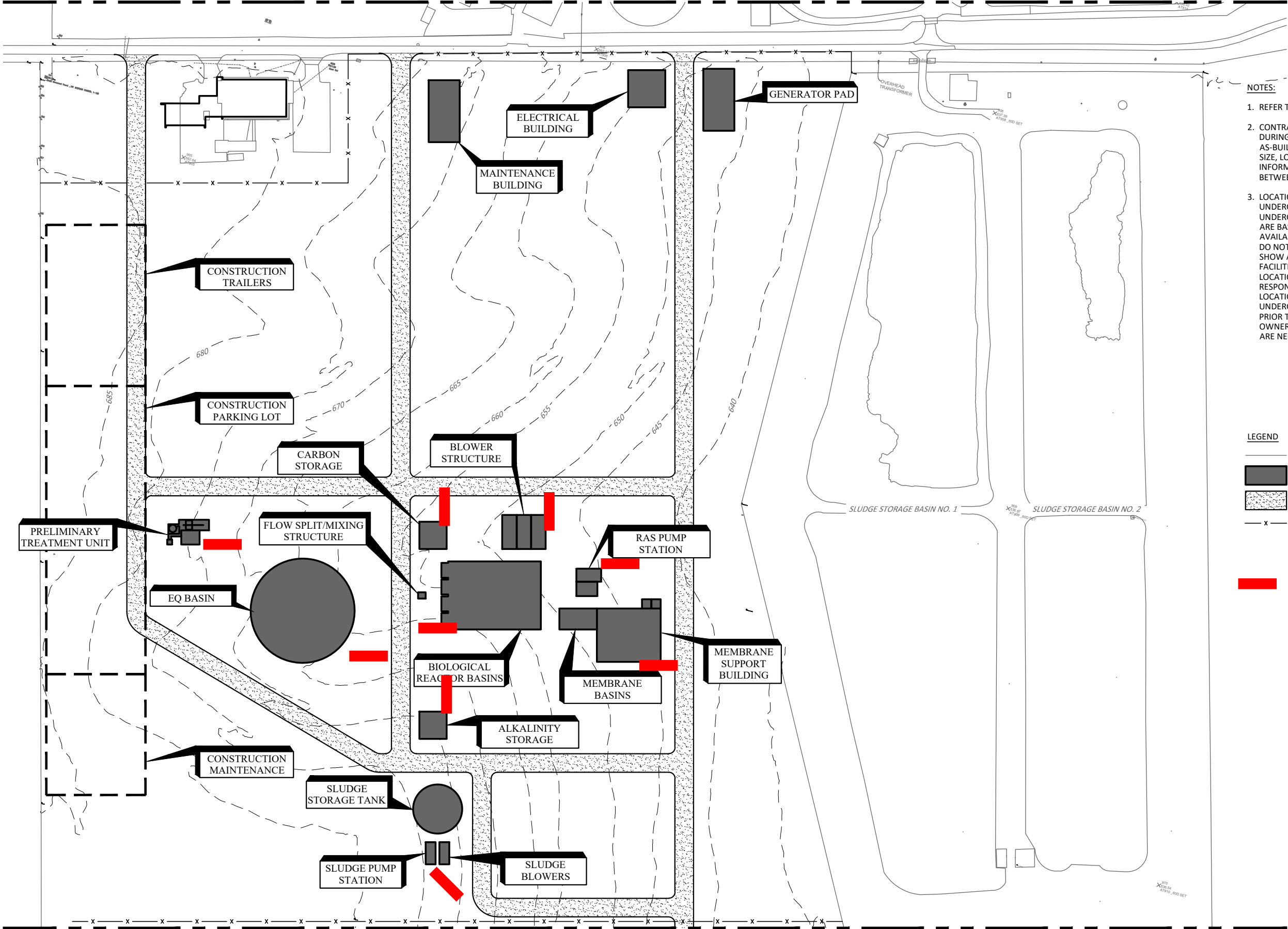
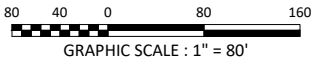
Page 1 of 2

Sherman

CLASSIC TOWN. BROAD HORIZON.

Excavation Access Plan

MATCHLINE G-014



NOTES:

1. REFER TO G-00X FOR ADDITIONAL NOTES.
2. CONTRACTOR SHALL MARK ALL UTILITIES FOUND DURING CONSTRUCTION WITH GPS COORDINATES ON AS-BUILT DRAWINGS. NOTES SHALL INCLUDE TYPE, SIZE, LOCATION, ELEVATIONS, AND OWNER'S NAME OR INFORMATION. DRAWINGS SHALL DIFFERENTIATE BETWEEN NEW AND EXISTING UTILITIES.
3. LOCATIONS AND ELEVATIONS SHOWN FOR EXISTING UNDERGROUND PIPING, UTILITIES AND OTHER UNDERGROUND STRUCTURES AND APPURTENANCES ARE BASED ON ORIGINAL CONSTRUCTION PLANS AND AVAILABLE SURVEY DATA. THE OWNER AND ENGINEER DO NOT ASSUME RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE UNDERGROUND FACILITIES OR TO SHOW THEM IN THE EXACT LOCATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE ACTUAL LOCATIONS OF ALL EXISTING STRUCTURES AND UNDERGROUND UTILITIES THAT COULD AFFECT WORK PRIOR TO CONSTRUCTION, AND TO CONTACT OWNER'S REPRESENTATIVE IF GRADE MODIFICATIONS ARE NECESSARY AT THESE LOCATIONS.

LEGEND

- EXISTING
- NEW STRUCTURE
- NEW PAVING
- NEW FENCE

Ramp or Stairs

PLUMMER



1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPB REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

GENERAL
SITEPLAN - 2

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
PAULA A. MONACO
TEXAS P.E. NO. 132844
DATE: 10/17/2023

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED: Q. GEILE
DRAWN: G. SCHILLING
CHECKED: A. DAVIS
REVIEWED: D. GUDAL

Seq.
Dwg. No. G-015

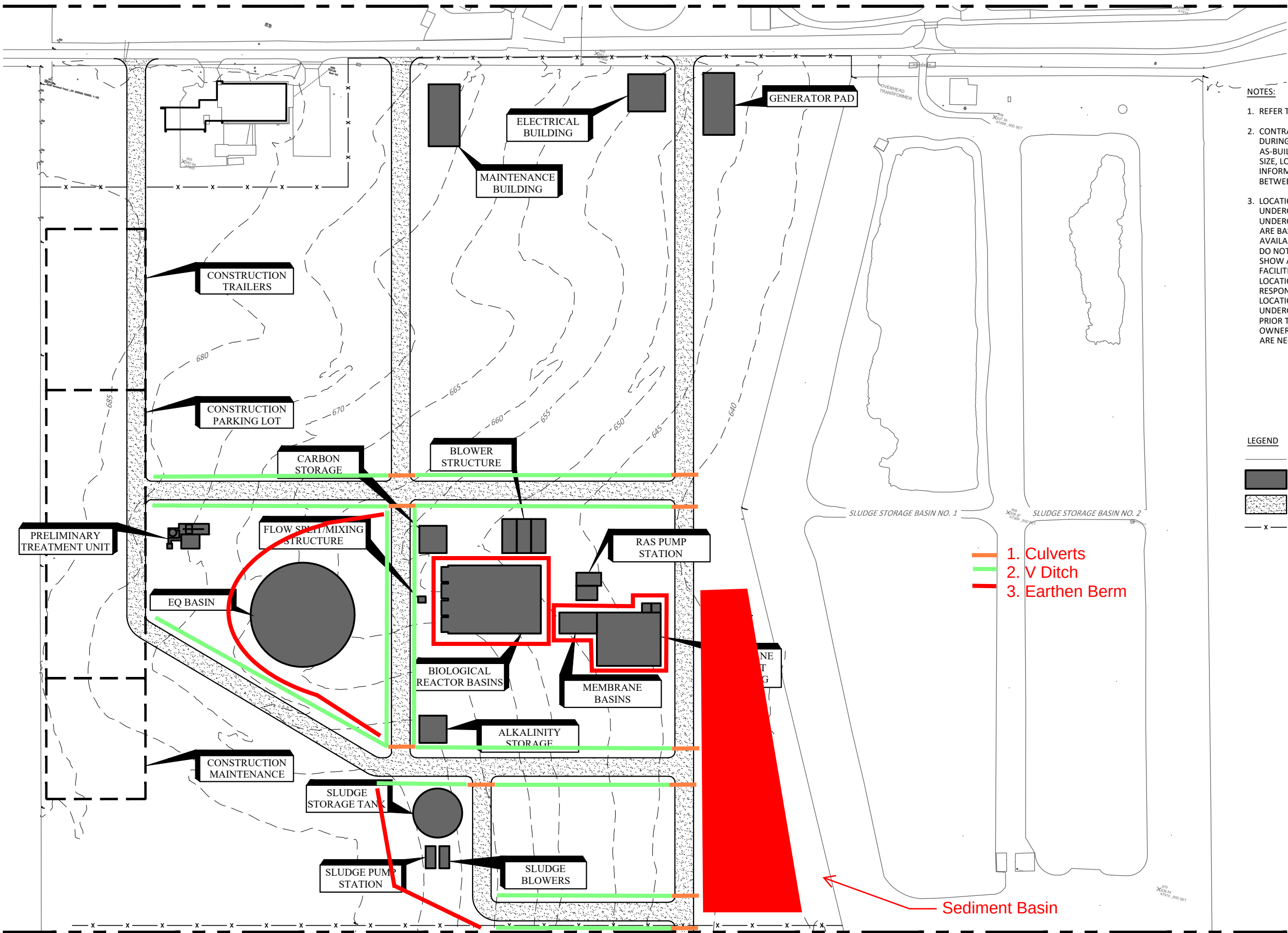
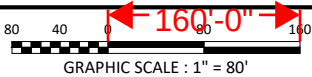
1422-005-02





Site Drainage Plan

MATCHLINE G-014



NOTES:

1. REFER TO G-00X FOR ADDITIONAL NOTES.
2. CONTRACTOR SHALL MARK ALL UTILITIES FOUND DURING CONSTRUCTION WITH GPS COORDINATES ON AS-BUILT DRAWINGS. NOTES SHALL INCLUDE TYPE, SIZE, LOCATION, ELEVATIONS, AND OWNER'S NAME OR INFORMATION. DRAWINGS SHALL DIFFERENTIATE BETWEEN NEW AND EXISTING UTILITIES.
3. LOCATIONS AND ELEVATIONS SHOWN FOR EXISTING UNDERGROUND PIPING, UTILITIES AND OTHER UNDERGROUND STRUCTURES AND APPURTENANCES ARE BASED ON ORIGINAL CONSTRUCTION PLANS AND AVAILABLE SURVEY DATA. THE OWNER AND ENGINEER DO NOT ASSUME RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE UNDERGROUND FACILITIES OR TO SHOW THEM IN THE EXACT LOCATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE ACTUAL LOCATIONS OF ALL EXISTING STRUCTURES AND UNDERGROUND UTILITIES THAT COULD AFFECT WORK PRIOR TO CONSTRUCTION, AND TO CONTACT OWNER'S REPRESENTATIVE IF GRADE MODIFICATIONS ARE NECESSARY AT THESE LOCATIONS.

LEGEND

- EXISTING
- NEW STRUCTURE
- NEW PAVING
- NEW FENCE

- 1. Culverts
- 2. V Ditch
- 3. Earthen Berm

Sediment Basin

MATCHLINE G-016

PLUMMER



1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPB REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

GENERAL
SITEPLAN - 2

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
PAULA A. MONACO
TEXAS P.E. NO. 132844
DATE: 10/17/2023

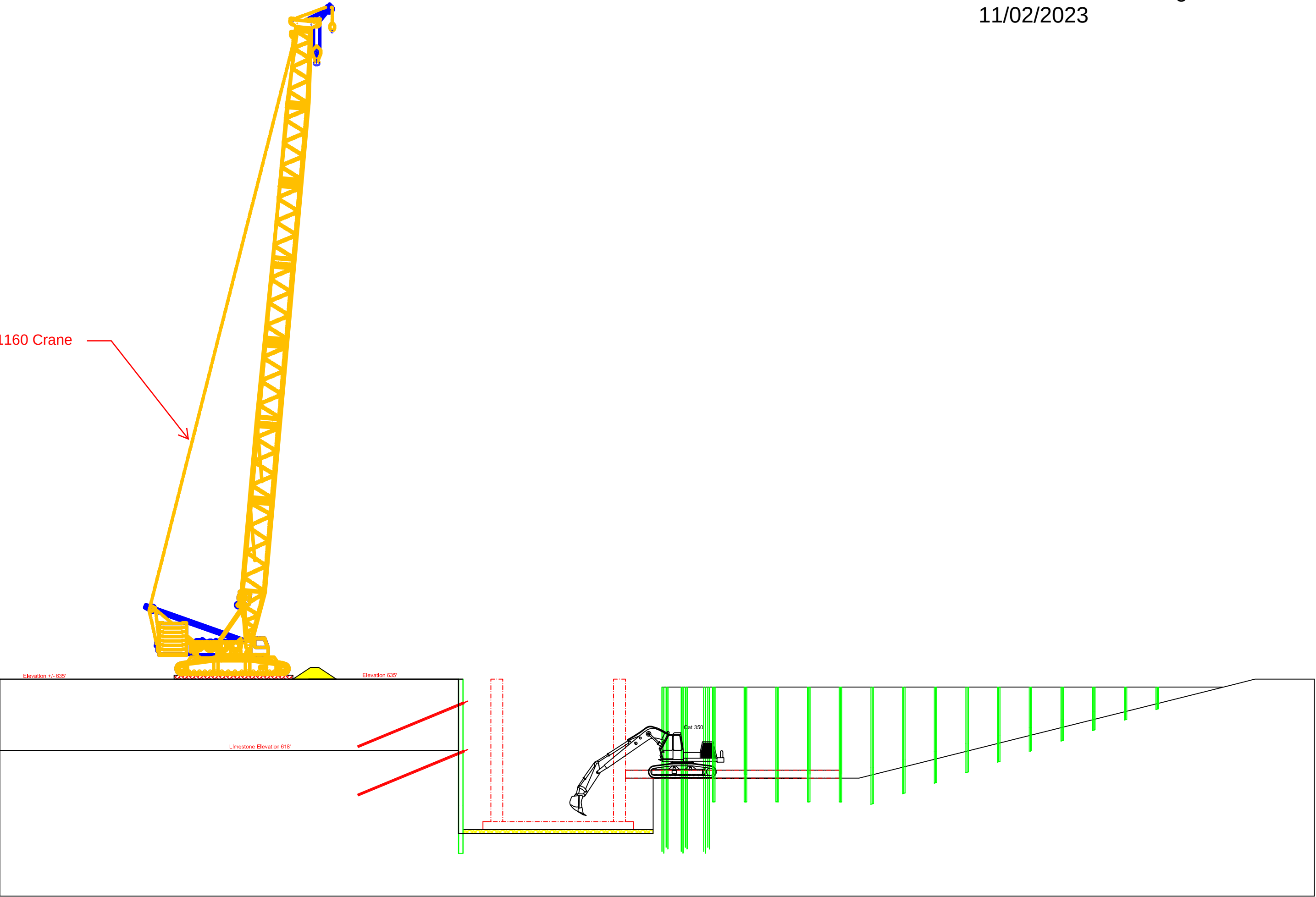
IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED: Q. GEILE
DRAWN: G. SCHILLING
CHECKED: A. DAVIS
REVIEWED: D. GUDAL

Seq. No. G-015

1422-005-02

Liebherr 1160 Crane



*South WWTP – MBR Project*

November 10, 2023

City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

Subject: Addendum to GMP C

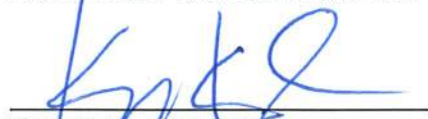
Dear Mr. Pruitt, PE,

Kiewit Water Facilities South Co. is hereby submitting an addendum to GMP C for the South WWTP – MBR Project. Please see below table below for the changes.

GMP	GMP/Work Package Name	\$6 M
GMPC	Additional Funding for Early Procurement	\$6,000,000.00
	Cost of Work	\$6,000,000.00
9%	Contingency	\$540,000.00
	Cost of Work plus Contingency	\$6,540,000.00
9.95%	CMAR Fee	\$650,730.00
	Construction Total	\$7,190,730.00

Sincerely,

Kiewit Water Facilities South Co.


Kory Kylo, Project Manager
South WWTP - MBR

CC: Client Wayne Lee, Paul Sigle, Nichole Murphy
Engineer Sherri van der Wege, Alan Davis
Owner's Rep Ron Mick, Hugh Brightwell, Toby Flinn
Kiewit Kory Kylo, Colin Bunker, Charles Wampler, John Lavelle,

Attachment: N/A

Charles.Wampler

From: Colin.Bunker <Colin.Bunker@kiewit.com>
Sent: Thursday, November 9, 2023 2:03 PM
To: Pruitt, Tom; Ron Mick; van der Wege, Sherri; Alan.Davis-PTR; Lee, Wayne; Clint A. Philpott; Paul Sigle; Nichole Murphy; David.Gudal-PTR; kory.kyllo; Toby Flinn @PD; Joe Castillo @PD; Hugh Brightwell
Cc: Charles.Wampler; Michael.Odrowski; Andrew.Lattof
Subject: RE: COSK Weekly Management Meeting
Attachments: Early procurement bid package prices 20231109 (Partial).xlsx

Hi Tom and All,

Attached is our initial stab at the total valuation of the Bid values already procured in EQ pkgs 1-4 which appear to be about ~\$5.4 Mill over allocation and have not all been through technical review or negotiation. Also, since it doesn't cover all scopes intended in EQ Package 4, you may want to consider increasing the existing 10 Million budget a bit more to cover the items already priced, the remaining items listed, potential growth during negotiation, and leave some unallocated funds to cover any other early procurement emergencies. This value would be processed as an amendment to GMP C and also have Contingency and Fee which would bring the overall value of the Amendment to one of the three totals listed below. This value may underrun if the city chooses to push the unbid items into future packages, and as T&M the leftover would eventually return to the city via deductive change order.

GMP	GMP/Work Package Name	\$5.5 M	\$6 M	\$7 M
GMPC	Early Procurement	\$ 5,500,000.00	\$ 6,000,000.00	\$ 7,000,000.00
	Cost of Work	\$ 5,500,000.00	\$ 6,000,000.00	\$ 7,000,000.00
9%	Contingency	\$ 495,000.00	\$ 540,000.00	\$ 630,000.00
	Cost of Work plus Contingency	\$ 5,995,000.00	\$ 6,540,000.00	\$ 7,630,000.00
9.95%	CMAR Fee	\$ 596,502.50	\$ 650,730.00	\$ 759,185.00
	Construction Total	\$ 6,591,502.50	\$ 7,190,730.00	\$ 8,389,185.00

Please advise what level of increase the city would like on this T&M Budget and we can start preparing the amendment for the boards meetings. Any paperwork we provide will assume that GMP D will be approved before the Amendment to GMP C listed above.

One other note of importance is that some of these scopes (Eq Tank in particular) were modeled as part of the concrete package in the cost model (not including the sludge tank as that design appeared after the model was substantially complete)

Thanks very much,



Colin Bunker
Kiewit Infrastructure Co.
10055 Trainstation Circle, Lone Tree, CO 80124
303-710-3848 cell
kiewit.com

From: Pruitt, Tom <tomp@cityofsherman.com>
Sent: Thursday, November 9, 2023 8:27 AM
To: Colin.Bunker <Colin.Bunker@kiewit.com>; Ron Mick <ron.mick@plussixengineering.com>; van der Wege, Sherri <svanderwege@plummer.com>; Alan.Davis-PTR <adavis@plummer.com>; Lee, Wayne <WayneL@cityofsherman.com>;

Membrane Bioreactor System Package	Low Bidder	Item	price
	Veolia WTS Systems	Item 1: Hollow Fiber Type	\$ 3,987,000.00
	Veolia WTS Systems	Item 7: Warranty per section 46 53 49.10-PS	\$ 64,500.00
MBR Early Electrical Package			
	Elliot	Switchboard:	\$791,714.28
	Elliot	MCC:	\$222,571.43
	Elliot	VFD:	\$139,285.71
	Elliot	Panelboard:	\$102,285.71
	Elliot	ATS:	\$42,142.86
	Elliot	DTT/MPC:	\$110,714.28
	Elliot	Enclosed Control:	\$159,857.14
Equipment Package 3			
	Sulzer ABS (Global Pump Solutions)	Bid item 1 Submersible pumps	\$ 414,126.00
	Huber	Bid item 2 Coarse screens	\$547,284.00
	Aqua Aerobics	Bid Item 3 Cloth Media Disk Filters	\$996,690.00
Equipment Package 4			
	Huber Technologies	Bid Item 1 Screw Conveyor	\$ 35,318.00
	Aerzen	Bid Item 3 Aeration Blowers	\$ 1,078,101.00
	Aerzen	Bid Item 4 Sludge Storage Blowers	\$ 208,188.00
	NONE	Bid Item 5 Recessed Impeller Pumps	
	Global Pump Solutions	Bid Item 6 Submersible Large Capacity Centrifugal Pumps	\$ 262,000.00
	Vogelsang	Bid Item 7 Pumps, Heavy Duty Rotary Lobe	\$ 130,000.00
	NONE	Bid Item 8 Fiberglass Reinforced Plastic Tanks	
	DN Tanks	Bid Item 9 Wire-Wound Prestressed Concrete Tanks	\$ 4,340,000.00
	Huber Technologies	Bid Item 10 Cylindrical Perforated Plate Screens	\$ 749,682.00
	Smith & Loveless	Bid Item 11 Vortex Grit Reoval System and Clissifier	\$ 239,995.00
	NONE	Bid Item 12 Peristaltic Metering Pumps	
	Xylem	Bid Item 13 Submersible Mixers, High Speed	\$ 255,599.70
	Xylem	Bid Item 14 Flexible Membrane Disc Diffusers	\$ 69,500.00
	Xylem	Bid Item 15 Bubble Diffused Aeration System - Disk	\$ 185,500.00
	Pulsed Hydraulics	Bid Item 16 Equalization Tank Large Bubble Mixing System	\$ 226,000.00
Total			\$ 15,358,055.11

November 8, 2023

GTUA/City of Sherman
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091
(903) 892-7208

Re: COSK South Wastewater Treatment Plant - MBR Project
Amendment 02 Recommendation for GMP C and GMP D

Dear GTUA/City of Sherman:

GMP C. During pricing negotiations, the original budget amount of \$10,000,000.00 for GMP C is inadequate to cover contracted final pricing with respective vendors. The total variance is \$7,190,730. 00 for a new total of \$17,190,730.00 for GMP C.

GMP D. To support construction of the South Wastewater Treatment Plant – MBR Project the Construction Manager At Risk (CMAR), Kiewit, publicly advertised for proposals the Civil Package BP04-001 on October 15, 2023. Kiewit notified the City of the CMAR's intention to bid on this package prior to the advertisement. Responses to the advertisement were received by the City of Sherman on November 3, 2023 and publicly read aloud as indicated in the advertisement. The following is a list of respondents:

1. Kiewit Water Facilities South Co. (Kiewit)

All required proposal documents were included in the submittal by Kiewit. The City, GTUA, Design Engineer, and Program Management team have reviewed the proposal based on criteria established in the advertisement and prepared selection worksheet materials. Based on review of the proposal and evaluation discussions with GTUA, City staff, and the Design Engineer; the Program Management Team evaluated the proposer with respect to the evaluation criteria and weighting described in the RFP as follows:

1. Kiewit Water Facilities South scored 78.81/100

It is the opinion of the Program Management Team that Kiewit is qualified to perform this work and has the necessary equipment and personnel to carry out the intended work of this package in a manner that will enable the completion of the project within the required time period. We recommend award of the contract to Kiewit Water Facilities South for the BP04-001 Civil Package for the Wastewater Treatment Plant South – MBR project, and that a contract amendment be approved to add the cost of work proposed for this work package,

\$19,058,592.00, to the CMAR Contract for Services which includes CMAR fees and a contingency.

The lack of bids from other contractors besides Kiewit was a concern discussed during bid evaluation. The program management team called several plan holders to understand why they did not submit a proposal for this work package and have discussed these reasons with the CMAR and the City of Sherman to determine if bidding strategies can be improved to encourage interest from more qualified bidders beyond what had been completed through advertisement in the local newspaper and CIVCAST. The associated bid documentation is attached to this letter for bid package 04-01.

The total project funding request for GMP C and D is \$26,249,322.43. By authorizing this amendment, the following contract adjustments will be made:

Original Contract Value:	\$ 2,865,000.00
Previous Amendments:	\$ 54,248,451.85
<u>Proposed Amendment 02:</u>	
GMP C	\$ 7,190,730.00
GMP D	\$ 19,058,592.43
Revised Total Contract Value:	<u>\$ 83,362,774.28</u>

Respectfully,



Toby Flinn, PE
Vice President

Attachments:

1. Proposal Tabulation (Bid Checklist)
2. Proposal Evaluation Worksheet
3. CIVCAST plan holders

Sherman South WWTP-MBR Civil Package BP04-001

Bid Opening November 3, 2023

Project No. 1422-005-02

	Kiewit	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6
DESCRIPTION						
Acknowledgement of Addendum (1)	yes					
Completed & Signed Bid Form	yes					
Total Price	\$15,502,635.00					

Project	COSK South WWTP MBR
CMAR:	Kiewit
Work Package:	BP04-001 Civil Earthworks

SUBCONTRACTOR SCORECARD TEMPLATE

CRITERIA CHECKLIST

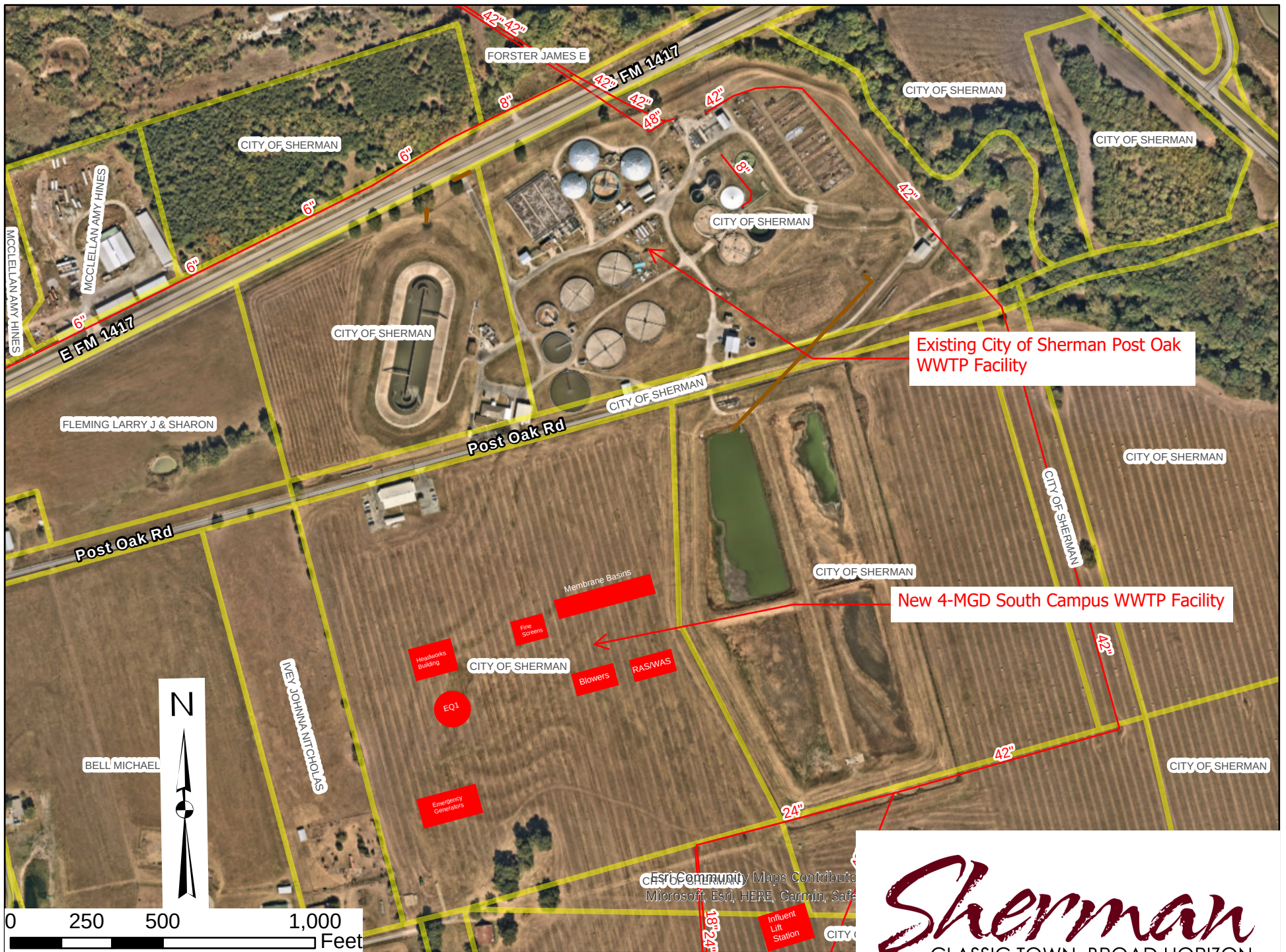
CRITERIA SCORES	WEIGHT	Kiewit AVG WEIGHTED SCORE	NOTES
Proposal ¹	1	0.43	Proposal meets requirements
1. Pricing	30	18.19	Difficult to evaluate price basis from quantities provided
2. Commercial / Technical	30	28.37	Includes needed information
3. Ability to meet Schedule	40	32.25	Ability to meet project schedule
Total Score	100	78.81	

Notes

- 1 Proposal are tabulated to determine responsiveness. However, this was not indicated in the advertisement as a scoring criteria so will not be counted as a weighted component.
- 2 Weighted Score includes individual scores of the evaluation team that includes GTUA, COS, Designer, Prog. Mgr.

CITY OF SHERMAN SOUTH WASTEWATER TREATMENT PLANT – MBR CIVIL PACKAGE

Company	Company Type	Contact Name
Mickie Service Company Inc.	Not Specified	Jessica Anttila
DE Corp.	Engineer	Johan Petterson
Drill Tech Drilling & Shoring	General Contractor	Derek Paulson
Virtual Builders Exchange	Plan Room	Jeannette Olguin
Civil Tree Solutions	SubContractor	Civil Tree Solutions
PWXPress	Plan Room	Mary Miller
FERGUSON ENTERPRISES Treatment Plant Division	Supplier	Keith Hill- Sales Manager- TPG-NTX
Macaulay Controls	Supplier	Amy Macaulay
ConstructConnect	Plan Room	Michael Stubbs
ISE Metal Inc	Manufacturer	Daniel Poirier
Environmental Improvements	Supplier	Melissa Ledger
Victaulic - Infrastructure	Manufacturer	Jose Luis Duran
Global WET	Supplier	Sam Caillouet
Backwater Fence	SubContractor	Brandt Holder
Kiewit Water Facilities South Co.	General Contractor	Andrew Lattof
AAA Treasure	Supplier	Gary Wade
Newman Regency Group	Supplier	Brandon Mellgren
CORE & MAIN Treatment Plant Services	Supplier	Jeff McCord
The Valve Agency Inc	Supplier	Brandon Wray
Eagle Contracting	General Contractor	Greg Byars
HWH Industrial	General Contractor	Jared Kinabrew
KSA Engineers	Engineer	Madelyn Tadlock
Harrison, Walker & Harper	SubContractor	Melissa Gordon
Kiewit Water Facilities South Co.	General Contractor	Chandler Petersen
Mario Sinacola & Sons Excavating, Inc.	General Contractor	Nathan Nolen
RAB	SubContractor	Morgan Bell
Lynn Vessels Construction LLC	General Contractor	Lance Wood
North Texas Contracting	SubContractor	Zach Fusilier
Mead & Hunt	Engineer	Mark Perkins
Kiewit	General Contractor	Dan Jansen
Kiewit Water Facilities South Co.	General Contractor	Jaryd Frost
Freese and Nichols	Engineer	Eric Kong
Macaulay Controls Co.	Supplier	Vito Valderas
OFA	Engineer	River Vu
Harberson Surveying, Inc.	SubContractor	Lynn Harberson
Dunaway	Engineer	Zack Dawson
Carollo Engineers, Inc.	Engineer	Megan Martin
Aer Tellus Aqua Unmanned Systems, LLC	SubContractor	Christopher Kumnick
Kiewit Water Facilities South Co.	General Contractor	Chandler Petersen
Plus Six Engineering, LLC	Engineer	Ron Mick
Integrated Marketing Systems (IMS)	Architect	Shabron Gaynor
WWaterTech, Inc.	Supplier	Cathy Aldrich
Plummer Associates, Inc.	Engineer	Cylena Eason
NTCR PLANROOM	Other	Linda McBride
RLG Consulting Engineers	Engineer	Lindsay Hart
North America Procurement Council Inc., PBC	Other	Eric Johnson
Carollo	Engineer	Brenna Wagner
GTUA	Gov Agency	Stacy Patrick





City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 12/18/2023

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider and act on petition from BM Dorchester, LLC related to 660.361 acres of land located in the Antonio Hernandez Survey, Abstract No. 488, Grayson County, Texas, a portion of which is located within the City of Sherman's Extraterritorial Jurisdiction ("ETJ").

Issue:

Consider and act on petition from BM Dorchester, LLC related to 660.361 acres of land located in the Antonio Hernandez Survey, Abstract No. 488, Grayson County, Texas, a portion of which is located within the City of Sherman's Extraterritorial Jurisdiction ("ETJ").

Background:

The City received a petition from BM Dorchester, LLC on November 10, 2023. The petition purports to seek a "release" of 660.361 acres of land located in the Antonio Hernandez Survey, Abstract No. 488, Grayson County, Texas, from the City's Extraterritorial Jurisdiction pursuant to Chapter 42 of the Texas Local Government Code.

Origination:

Petition submitted by BM Dorchester, LLC

Financial Consideration:

Staff Recommendation:

Recommend denying the petition submitted by BM Dorchester LLC for the release of property from the City's extraterritorial jurisdiction because Senate Bill 2038, Local Government Code Section 42.104 and Section 42.105, are unconstitutional delegations of legislative authority, and are in direct and irreconcilable conflict with Local Government Code Section 42.023, and the City has not consented and does not consent to release of the property from its ETJ or any reduction of the City's ETJ

Alternatives:

Attachments:

1. BM Dorchester LLC - November 2023
2. ETJ Exhibit BM Dorchester LLC Petition

Subsection 42.102(b), Texas local Government Code
Petition for ETJ Release

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

The undersigned BM Dorchester, LLC a Texas limited liability company (the "Petitioner"), acting pursuant to the provisions of Subsection 42.102(b), Texas Local Government Code, petitions the City of Sherman, Texas (the "City") for the release from the City's extraterritorial jurisdiction ("ETJ") of the portion of the property described and depicted on Exhibit A that is located within the City's ETJ (the "Property"), a copy of which is attached hereto and incorporated herein. The person signing this petition on behalf of Petitioner resides at 4400 State Highway 7 E, Nacogdoches, Texas 75261, and is authorized to sign on behalf of Petitioner. The Property is currently located within the City's ETJ, and is not located in an area described by Section 42.101, Texas Local Government Code; therefore, the Property is eligible for release from the City's ETJ pursuant to Section 42.102(b), Texas Local Government Code. BM Dorchester, LLC is the sole owner of the Property and holds title to the Property, as indicated by the tax rolls of the Grayson County central appraisal district. Pursuant to Subsections 42.105(c) and (d), Texas Local Government Code, (a) the City shall immediately release the Property from the City's ETJ; and (b) if the City fails to take action to release the Property from the City's ETJ by the later of the 45th day after the date the City receives this Petition for ETJ Release or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this Petition for ETJ Release, the Property is released from the City's ETJ by operation of law.

SUBMITTED this 17th day of November, 2023.

PETITIONER:

BM DORCHESTER, LLC,
a Texas limited liability company

By: [Signature]
Dustin Bailey, Manager
Date of Birth: January 19, 1984
Date of Execution: November 16, 2023

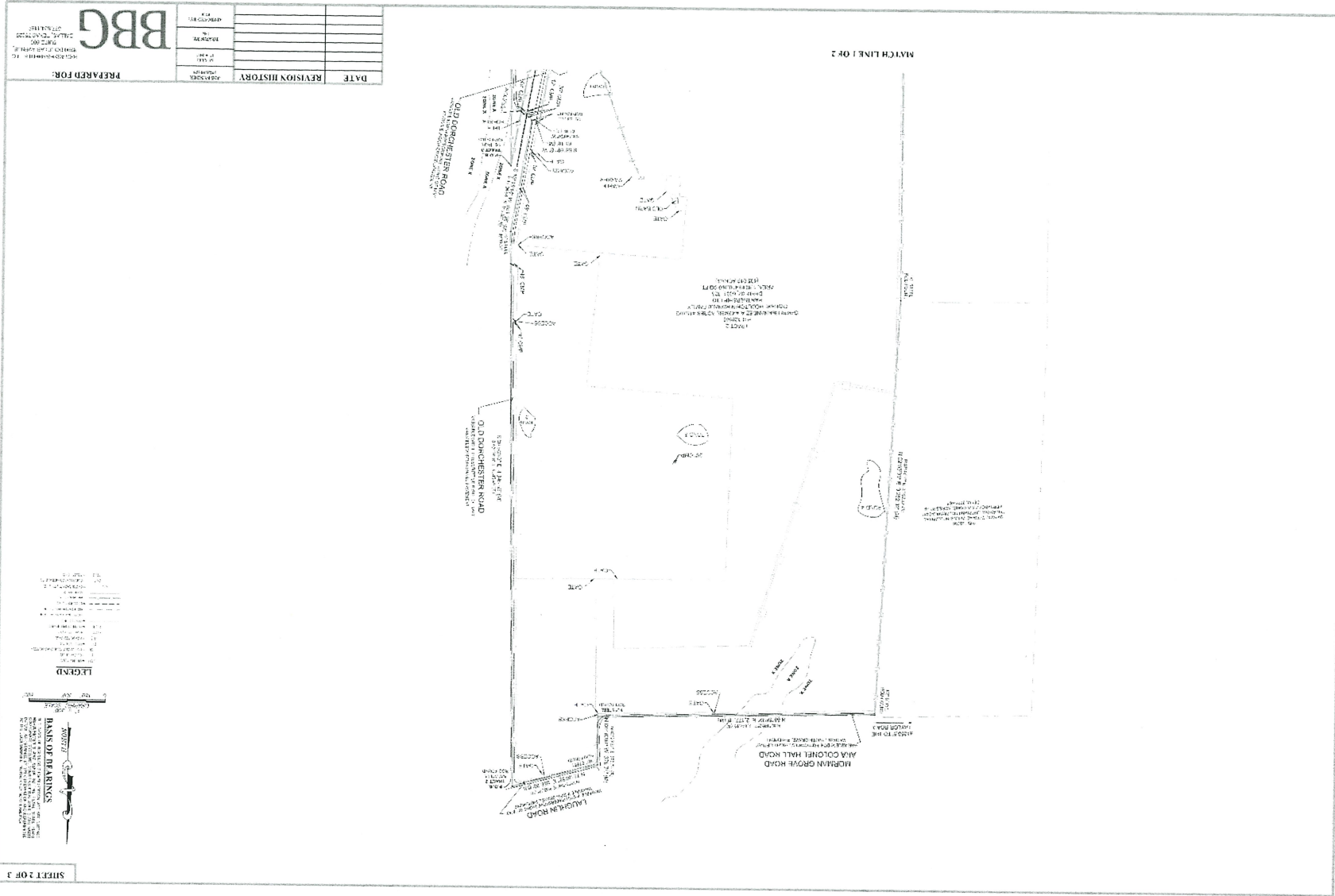
THE STATE OF TEXAS
COUNTY OF Shelby

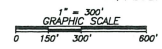
This instrument was acknowledged before me on the 16 day of Nov, 2023, by Dustin Bailey in his capacity as Manager of BM Dorchester, LLC, a Texas limited liability company, on behalf of said company.

[Signature]
Notary Public in and for the State of Texas



EXHIBIT A
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PROPERTY





LEGEND

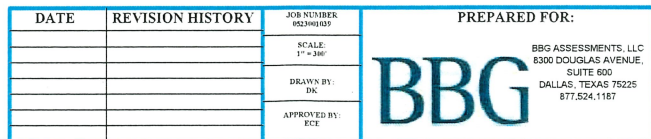
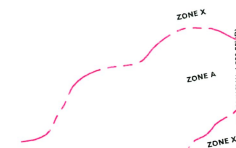
	= UTILITY POLE
	= GUY ANCHOR
	= INSTRUMENT FOUND (AG NOTED)
	= RECORD CALL
	= MEASURED CALL
	= RIGHT-OF-WAY
	= POINT OF BEGINNING
	= CENTER LINE
	= ADJOINING PROPERTY LINE
	= BUILDING SETBACK LINE
	= EASEMENT LINE
	= PROPERTY LINE
	= WIRE FENCE
	= OVERHEAD UTILITY LINE
	= CORRUGATED METAL PIPE
	= TELEPHONE

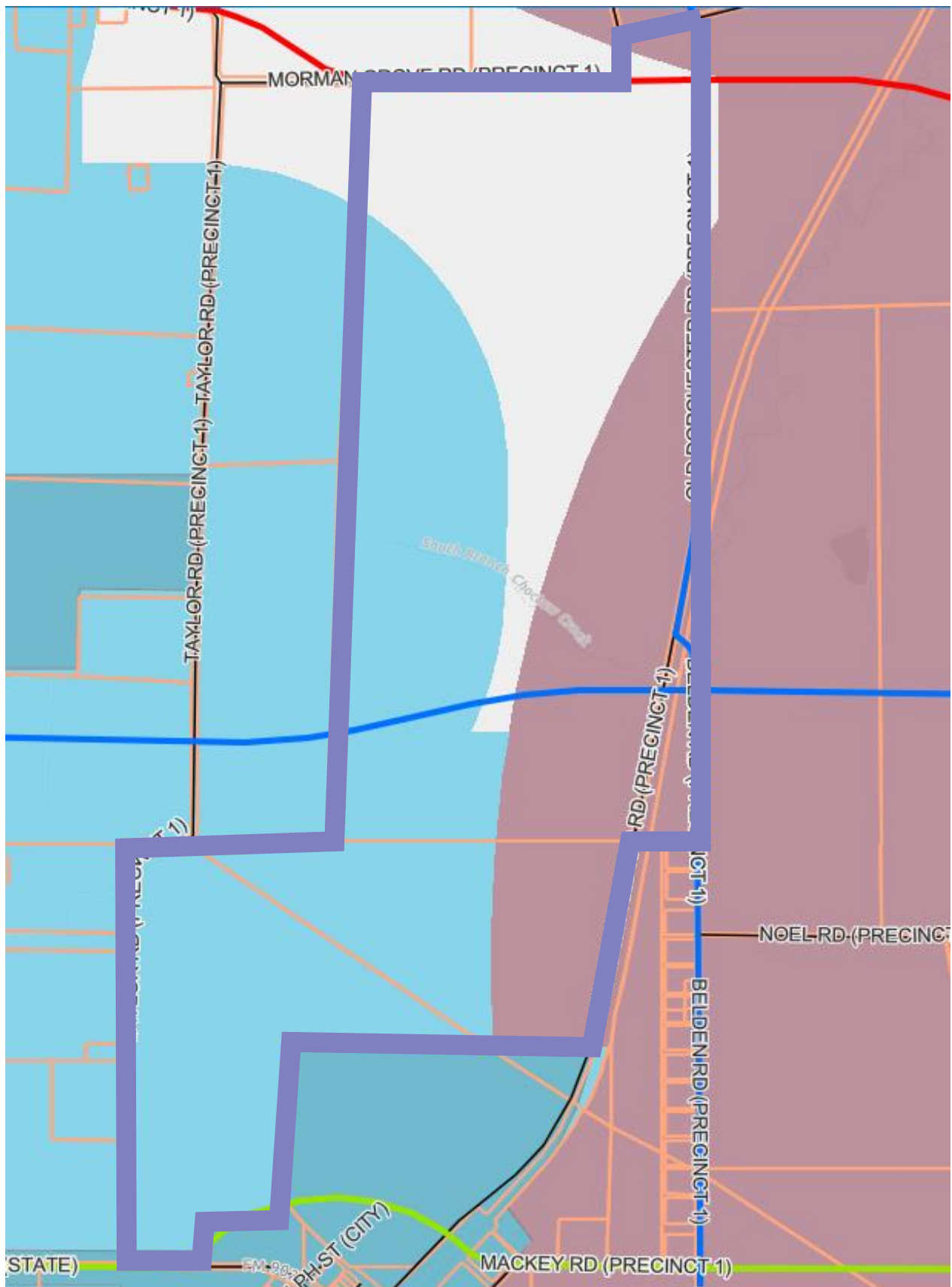
DATE	REVISION HISTORY	JOB NUMBER 0523009 039
		SCALE: 1" = 300'
		DRAWN BY: DK
		APPROVED BY: ECF

BBG

BBG ASSESSMENTS, LLC
8300 DOUGLAS AVENUE,
SUITE 600
DALLAS, TEXAS 75225
877.524.1187

CURVE TABLE (MEASURED)					
Curve #	CHL	CHB	R	Δ	L
C1	34.42'	N 75°34'27" W	560.870	03°31'12"	34.42'
C2	271.46'	S 13°04'39" W	2814.93'	05°31'65"	271.57'





- Sherman ETJ
- Dorchester ETJ
- City of Dorchester



City Council Regular Meeting

Agenda Item No. H.2.

Meeting Date: 12/18/2023

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Site Plan for Bel Air Beach Club, being 10.34 Acres in the Sherod Dunman Survey, Abstract No. 329 and currently zoned PD (Planned Development); Ronny Guerrero (Owner) and Michael Carlisle, Kimley-Horn and Associates (Applicant) (300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway))

Issue:

To consider the Site Plan for Bel Air Beach Club, being 10.34 Acres in the Sherod Dunman Survey, Abstract No. 329 and currently zoned PD (Planned Development);

Background:

The property is located in the 300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway), between South Highway 75 and Bel Air Boulevard and is zoned PD (Planned Development)/C-2(General Commercial) District/R-1 (One Family Residential) District/O-1 (75 & 82) Overlay District/O-1.1 (FM Highway 1417) Overlay District. The owner is requesting Site Plan approval for Bel Air Beach Club.

The following has been approved for this location:

- July 16, 2019 - Planned Development and site plan approval for Terra Perpetua Village (was zoned M-1)
- August 18, 2020 - Amend a Planned Development and site plan approval under Ordinance No. 2280, Section 6.11, for Bel Air Village formerly known as Terra Perpetua Village (Ord No. 6232).
- August 17, 2021 - Amend a Planned Development and site plan approval under Ordinance No. 2280, Section 6.12, for Bel Air Village
- March 22, 2022 - Site plan approval for Bel Air Village Single Family Phase 2 and Phase 3.
- June 21, 2022 - Preliminary Plat of Bel-Air Village Phase 2 (Single Family).
- August 16, 2022 - Final Plat of Bel-Air Village Phase 2 (Single Family).
- October 13, 2022 - Preliminary Plat approval of Bel-Air Village West Infrastructure.
- December 13, 2022 - Final plat approval of Bel-Air Village West

Origination:

Ronny Guerrero (Owner)

Michael Carlisle, Kimley-Horn and Associates (Applicant)

Financial Consideration:

None

Staff Recommendation:

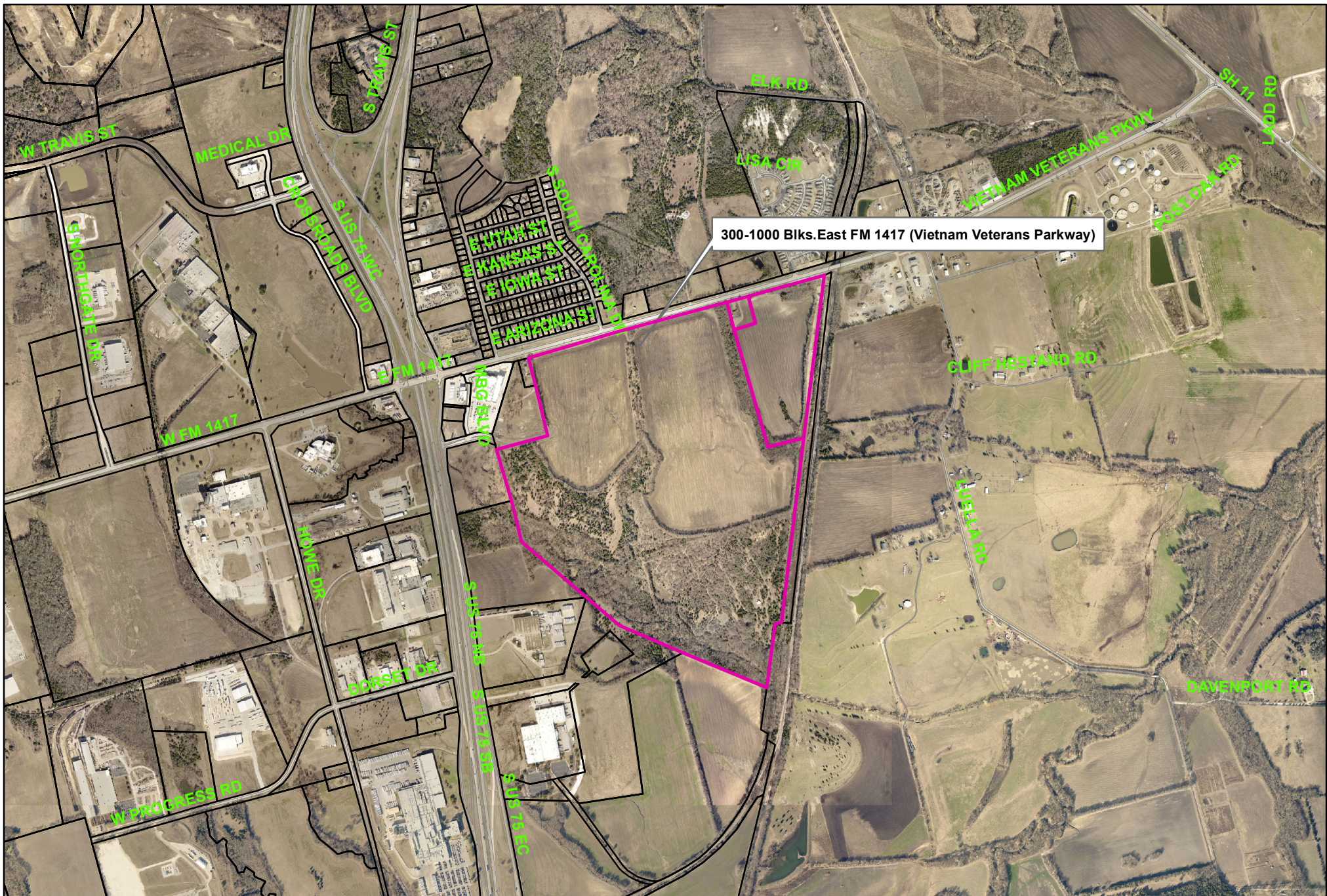
At the November 14, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Site Plan be approved subject to the Staff Review Letter. **Staff recommends that Council approve this site plan subject to the Staff Review Letter.**

Alternatives:

None

Attachments:

1. Location Map
2. Zoning Map
3. Site Plan
4. Landscape Plan
5. Elevations
6. Parking Study
7. Staff Review Letter



300-1000 Blks. East FM 1417 (Vietnam Veterans Parkway)

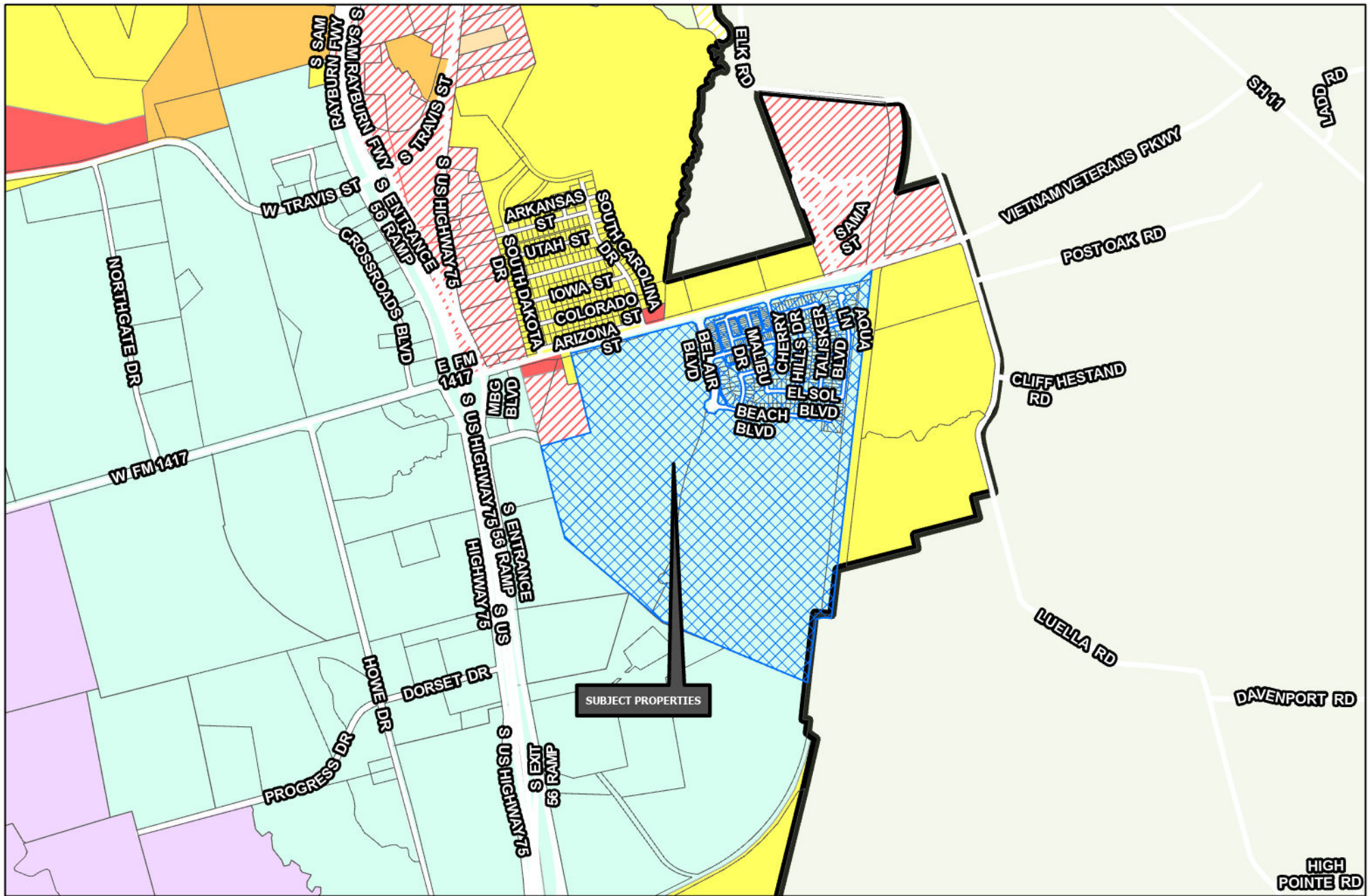


300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway)

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE



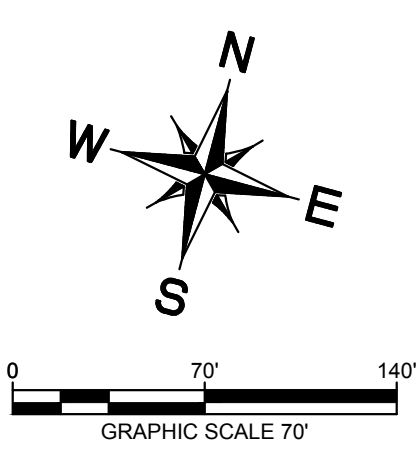
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

- | | | |
|--------------------------------|--------------------------------|----------------------------|
| R-A Residential Agricultural | MF-15 Multi-Family Residential | M-1.5 Medium Manufacturing |
| R-E Estate Residential | MF-30 Multi-Family Residential | M-2 Heavy Manufacturing |
| R-12 Single Family Residential | MH Manufactured Housing | PD Planned Development |
| R-6 Single Family Residential | C-N Neighborhood Commercial | Road Names All |
| R-5 Single Family Residential | C-O Office | Planning & Zoning |
| R-4 Patio Home Residential | C-1 Retail Business | |
| R-2F Duplex Residential | C-2 General Commercial | |
| R-TH Townhome Residential | M-1 Light Manufacturing | |

CITY OF SHERMAN
ZONING MAP
300-1000 BLKS E FM 1417
(VIETNAM VETERANS PKWY)





	PROPOSED FIRE LANE
	EXISTING PAVEMENT
	FUTURE PHASE
	BEACH CLUB WATER
	PROPOSED CONTOUR - MAJOR
	PROPOSED CONTOUR - MINOR
	EXISTING CONTOUR - MAJOR
	EXISTING CONTOUR - MINOR
	BARRIER FREE RAMP (BFR)
	ACCESSIBLE PARKING SYMBOL
	NUMBER OF PARKING SPACES
WM	WATER METER (AND VAULT)
FH	FIRE HYDRANT
FDC	FIRE DEPARTMENT CONNECTION
	SANITARY SEWER MANHOLE
	TRANSFORMER PAD
	CURB INLET
	GRATE INLET
	JUNCTION BOX OR WYE INLET
	HEADWALL
TYP	TYPICAL
SSE	SANITARY SEWER EASEMENT
WE	WATER EASEMENT
DE	DRAINAGE EASEMENT
BFR	BARRIER FREE RAMP
SW	SIDEWALK
BL	BUILDING LINE/SETBACK
CI	CURB INLET
GI	GRATE INLET
WI	WYE INLET
JB	JUNCTION BOX
MH	MANHOLE
EX	EXISTING
PROP.	PROPOSED

SITE PLAN

City of Sherman,
Grayson County, Texas
SUBMITTED: OCTOBER 4, 2023

OWNER: Terra Perpetua, LLC 2800 N. Dallas Pkwy., Suite 324 Plano, Texas 75093 Contact: Ronny Guerrero	OWNER: Sherman Economic Development Corporation 307 W. Washington, Suite 102 Sherman, Texas 75090 Contact: Parmjit Kaur	ARCHITECT: DAC Architects Inc. 1223 Airport Road Destin, Florida 32541 Phone: (850) 337-6445 Contact: Levi Wiegand	Engineer/Surveyor: Kinley-Horn and Associates, Inc. 260 E. Davis Street Suite 100 McKinney, Texas 75069 Phone: (469) 353-6061 Contact: Michael Carlisle, P.E.
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KHA PROJECT 064462003
DATE OCTOBER 2023
SCALE AS SHOWN
DESIGNED BY MJC
DRAWN BY MDC
CHECKED BY MJC

BEL-AIR VILLAGE
BEACH CLUB

Sherman
CLASSIC TOWN, BROAD HORIZON.

SITE PLAN

SHEET NUMBER
C-01

PREPARED

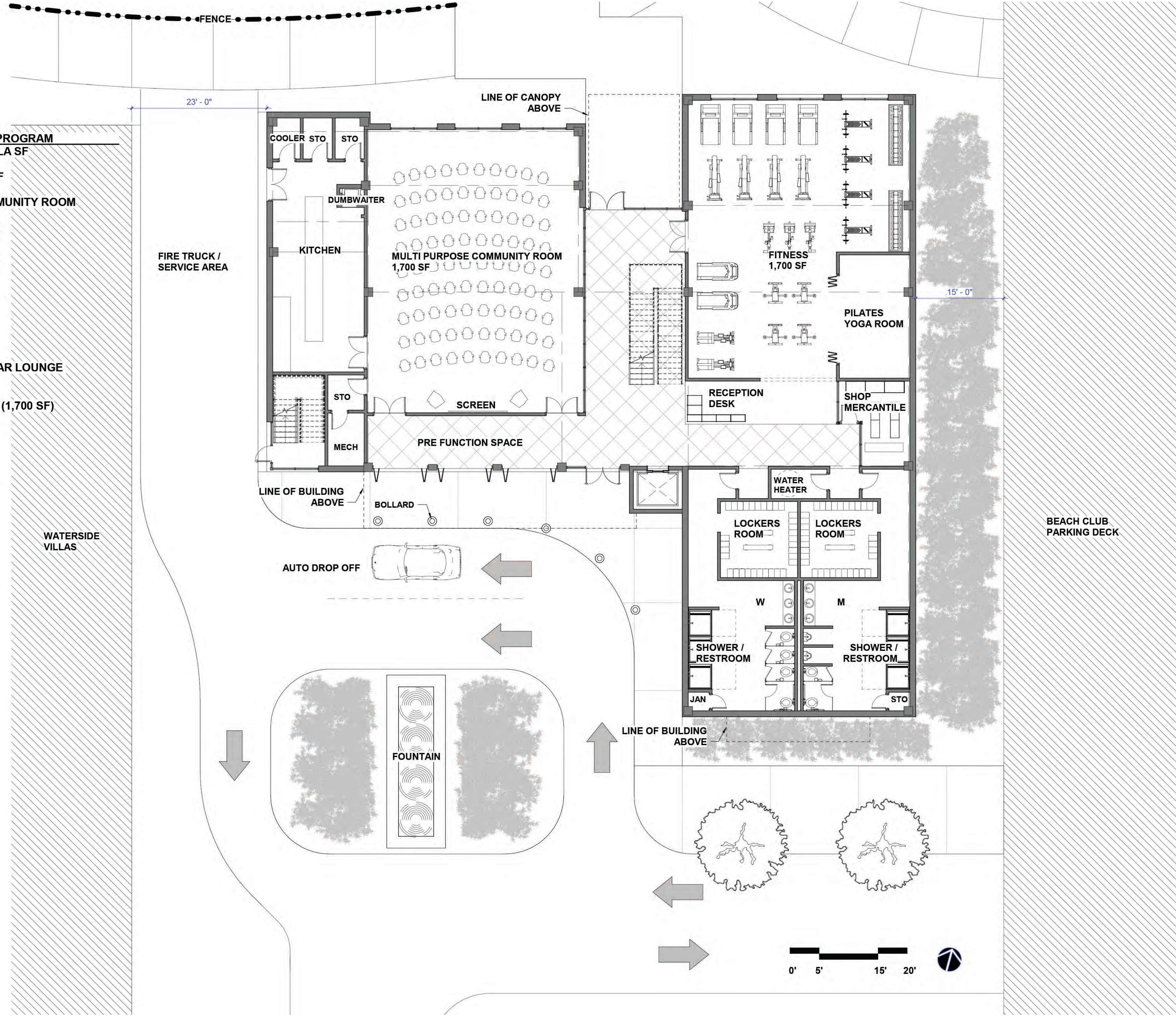
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DRAWN JLR
CHECKED JLR
JOB NO. 223-001

FLORIDA REGISTERED

JUSTIN RIETEMA
DATE: SUBMITTAL DATE
REGISTRATION NO. 6667055
SHEET NUMBER

- PRIVATE BEACH CLUB PROGRAM**
GROSS SF: 14,600 GLA SF
- LEVEL 1: 8,200 GLA SF**
- * MULTI PURPOSE COMMUNITY ROOM
 - * KITCHEN
 - * PRE FUNCTION SPACE
 - * FITNESS
 - * LOCKERS ROOM
 - * SHOWER / RESTROOM
 - * SHOP MERCANTILE
- LEVEL 2: 6,400 GLA SF**
- * BAR
 - * GAME ROOM
 - * BILLIARD ROOM
 - * RESTROOM * CIGAR BAR LOUNGE
 - * ADMIN OFFICE
 - * MEETING ROOM
 - * ACTIVITY ROOF DECK (1,700 SF)
 - * TERRACE (500 SF)

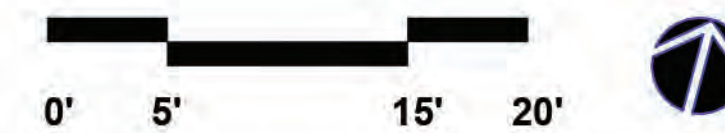
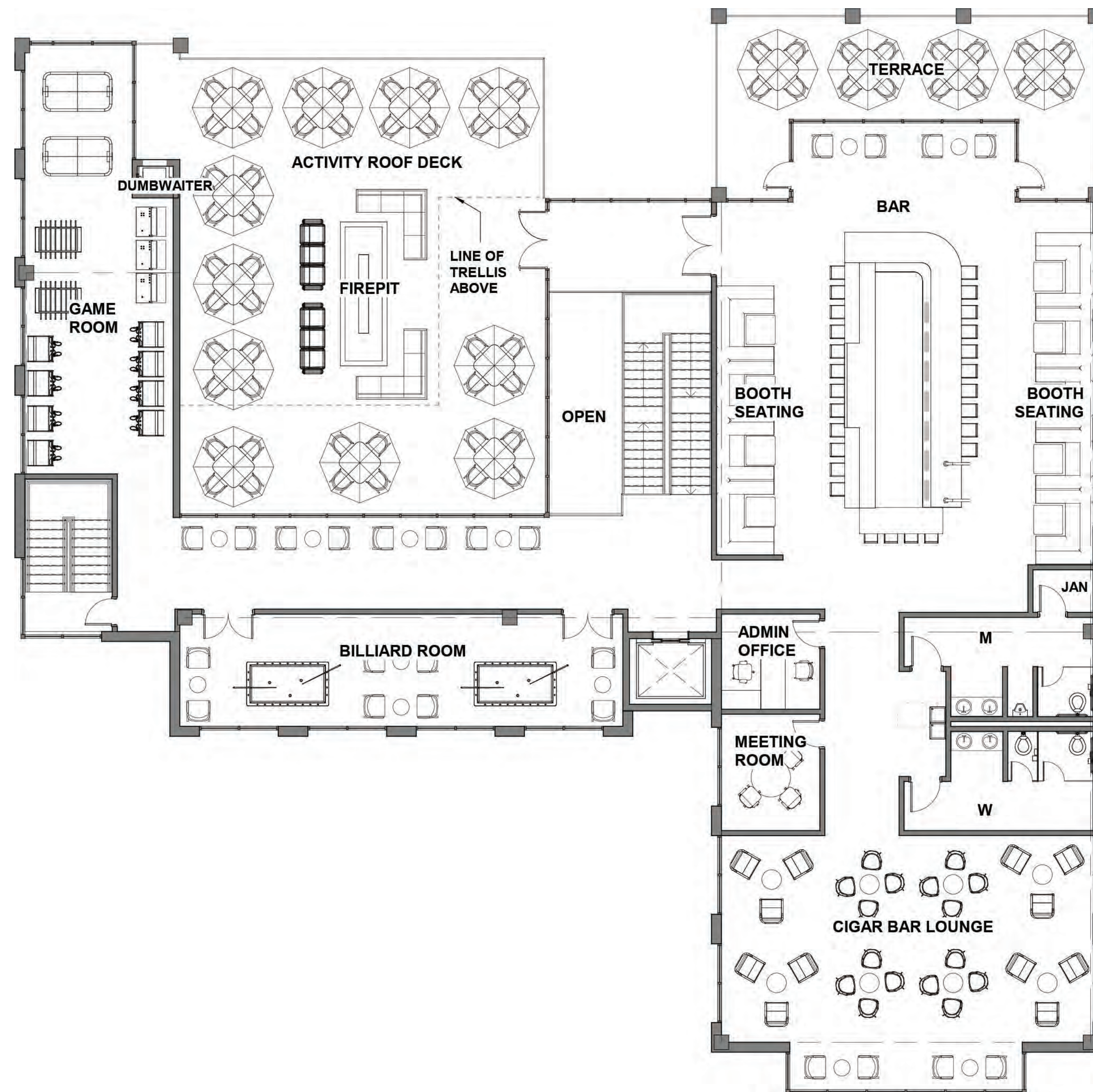


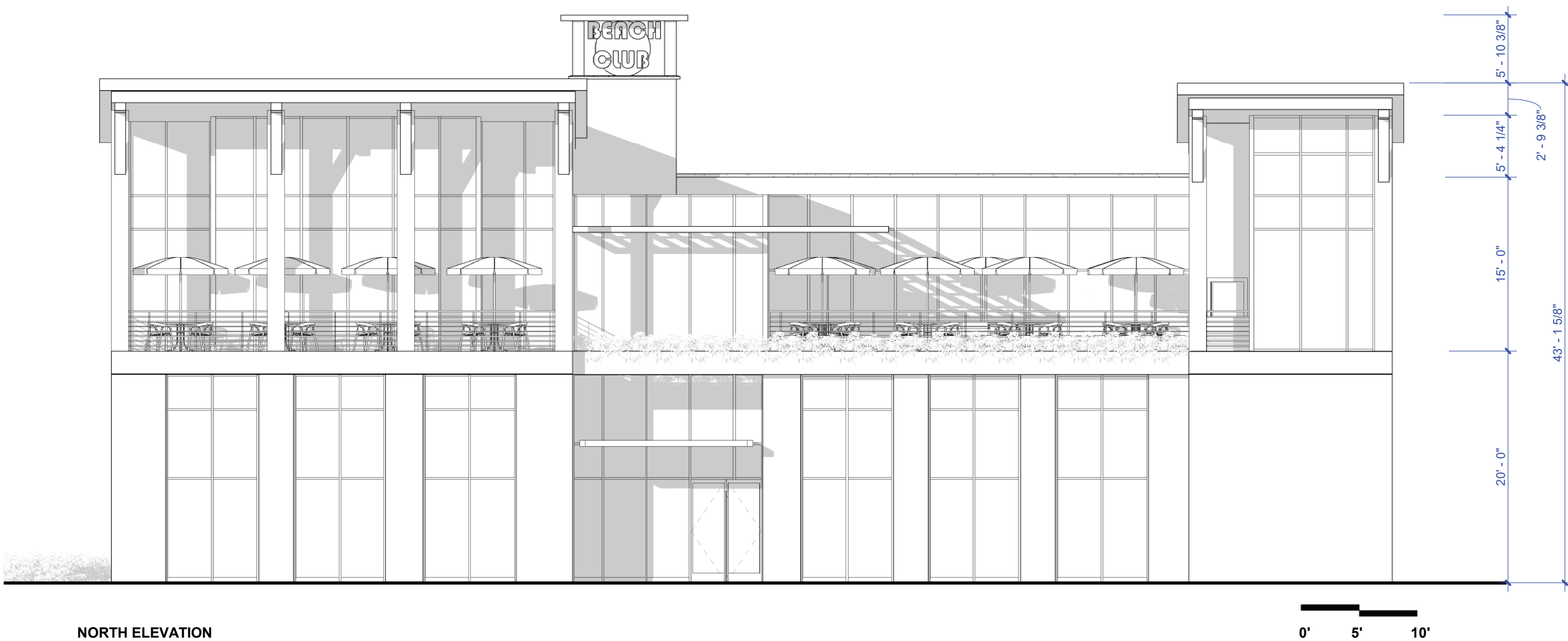
**BEL AIR VILLAGE
CONCEPT DEVELOPMENT
OCTOBER 26, 2023**

PRIVATE BEACH CLUB

FLOOR PLAN (LEVEL 1)

The design as depicted by the drawings, graphics and renderings constitutes original work and is not to be copied, distributed, or used in whole or in part without the express written permission from the owner. These images are conceptual in nature and subject to change.





NORTH ELEVATION



SOUTH ELEVATION

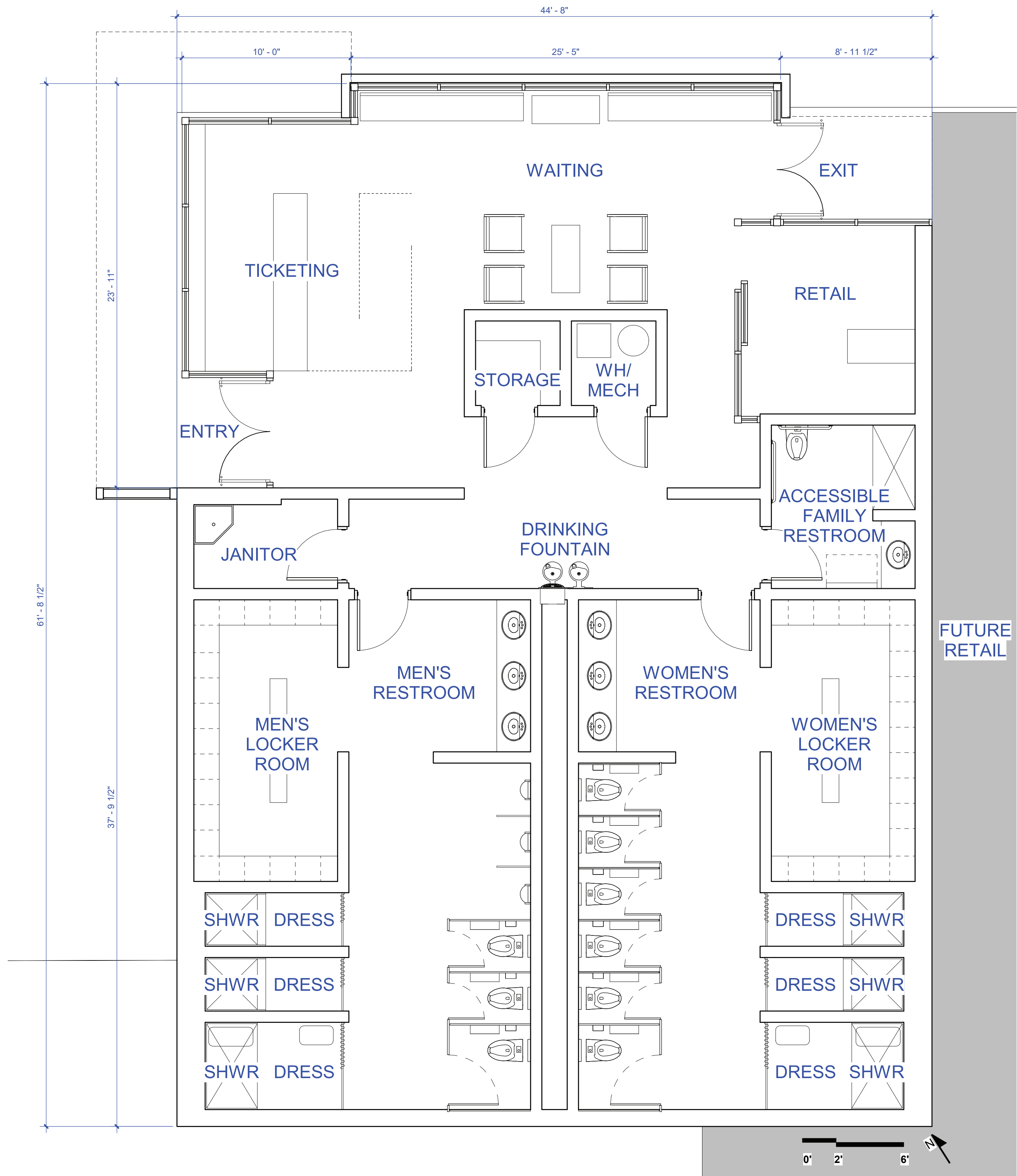


**BEL AIR VILLAGE
CONCEPT DEVELOPMENT
OCTOBER 26, 2023**

PRIVATE BEACH CLUB

BUILDING ELEVATION (NORTH & SOUTH)

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GROSS AREA 2,625 SF
BATHERS SERVED 480 PERSONS

PROGRAM

FRONT OF HOUSE	820 SF
TICKETING	227 SF
WAITING	280 SF
RETAIL	136 SF
CIRCULATION	177 SF
BACK OF HOUSE	76 SF
STORAGE	38 SF
WH / MECH	38 SF
RESTROOMS	1,729 SF
MEN'S	704 SF
3 LAVATORIES	
3 WATER CLOSETS	
3 URINALS	
3 SHOWERS	
WOMEN'S	704 SF
3 LAVATORIES	
6 WATER CLOSETS	
3 SHOWERS	
FAMILY	105 SF
1 LAVATORY	
1 WATER CLOSET	
1 SHOWER	
1 DIAPER CHANGING STATION	
JANITOR	62 SF
CIRCULATION	154 SF

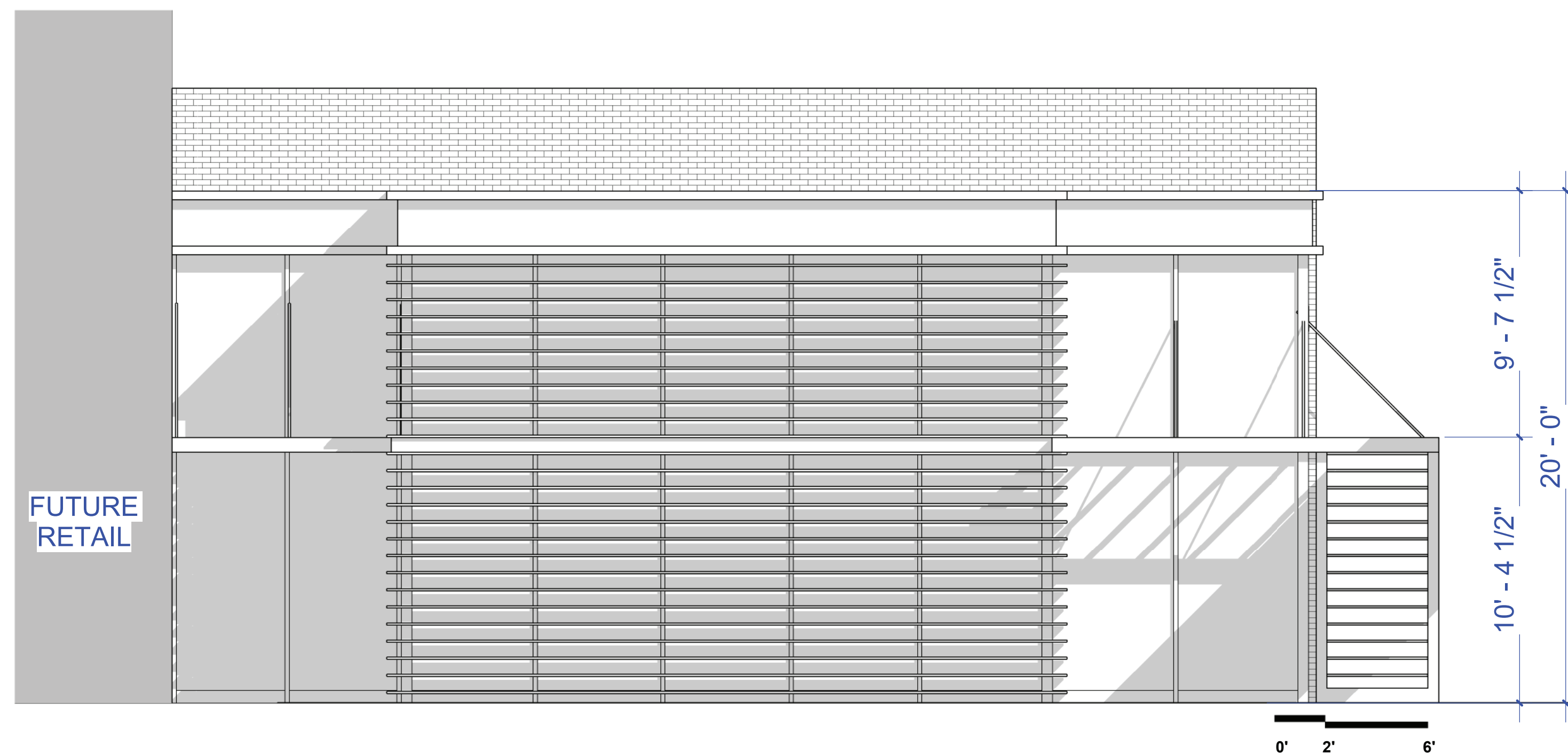


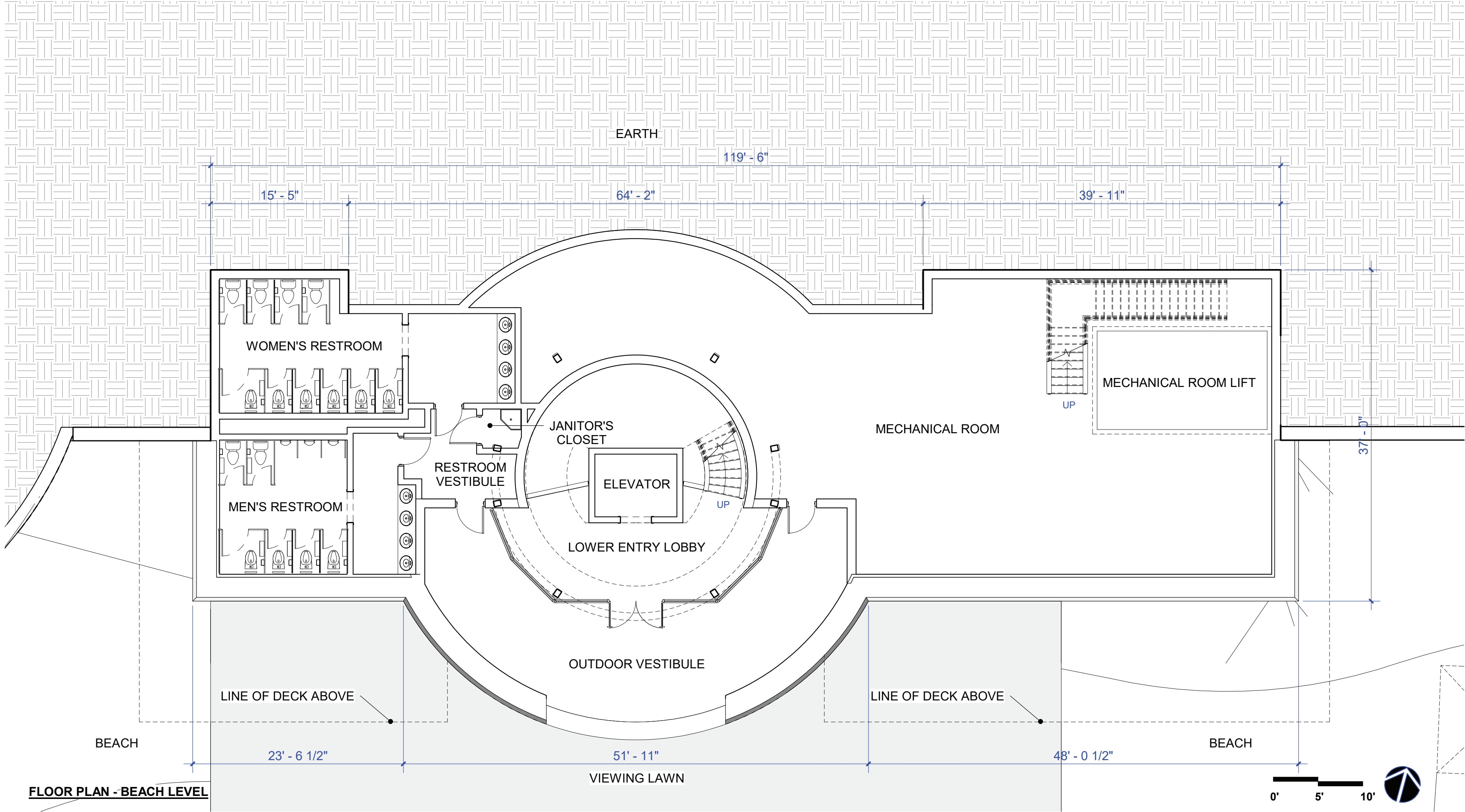
**BEL AIR VILLAGE
CONCEPT DEVELOPMENT
OCTOBER 26, 2023**

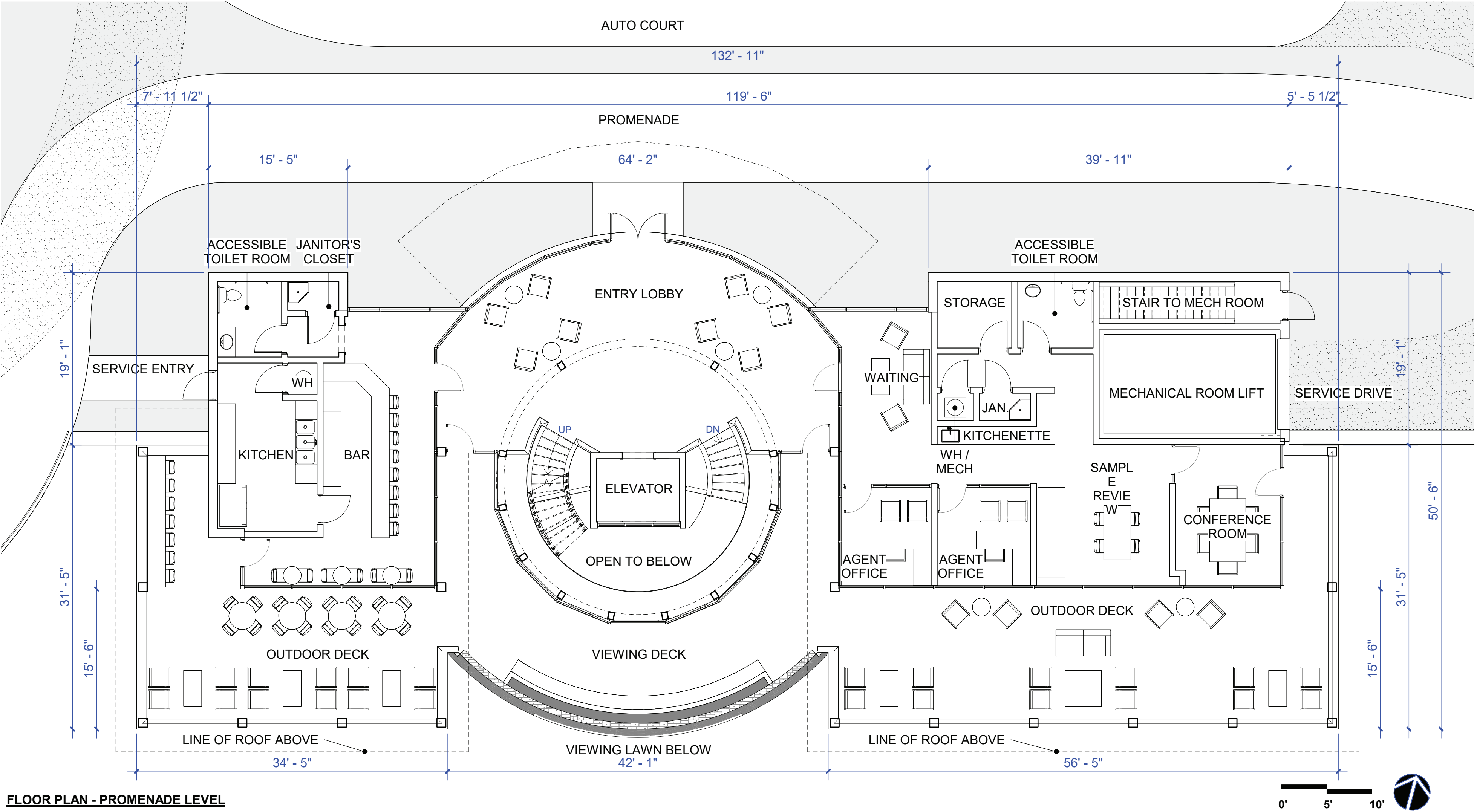
PUBLIC BEACH CLUB

FLOOR PLAN

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**BEL AIR VILLAGE
CONCEPT DEVELOPMENT
OCTOBER 26, 2023**

LIGHT TOWER & SALES OFFICE

FLOOR PLAN (PROMENADE LEVEL)

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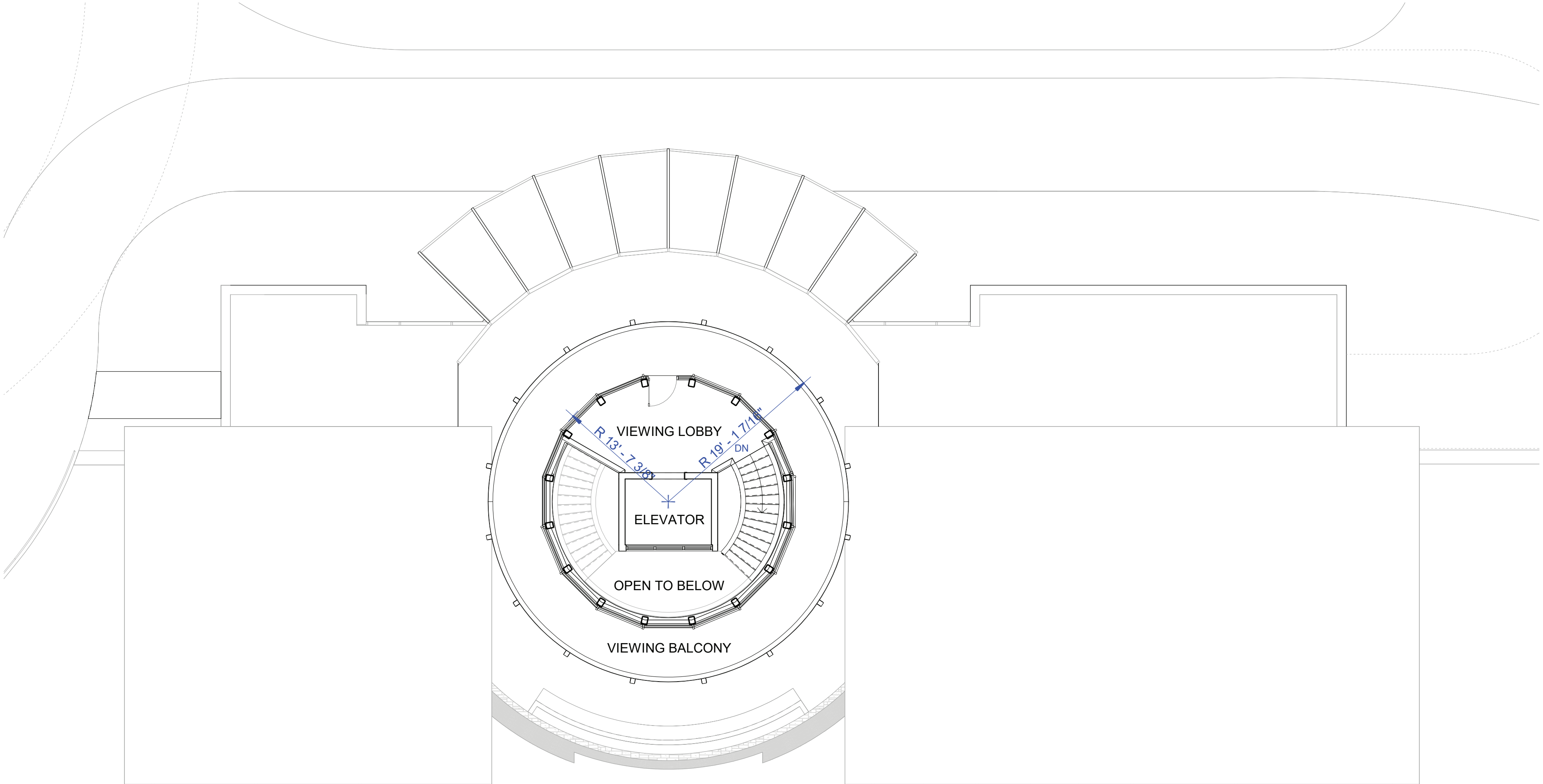
GROSS AREA	12,200 SF
INTERIOR	8,601 SF
EXTERIOR	3,599 SF
BEACH LEVEL	4,712 SF
INTERIOR	4,053 SF
EXTERIOR	659 SF
PROMENADE LEVEL	6,354 SF
INTERIOR	3,966 SF
EXTERIOR	2,388 SF
VIEWING BALCONY LEVEL	1,134 SF
INTERIOR	582 SF
EXTERIOR	552 SF

PROGRAM

BEACH LEVEL	
LIGHT TOWER	645 SF
BEACH RESTROOMS	1,045 SF
MEN'S	417 SF
4 LAVATORIES	
6 WATER CLOSETS	
3 URINALS	
WOMEN'S	504 SF
4 LAVATORIES	
10 WATER CLOSETS	
JANITOR	30 SF
CIRCULATION	94 SF
MECHANICAL ROOM	2,363 SF
OUTDOOR ENTRY	659 SF

PROMENADE LEVEL	
LIGHT TOWER & ENTRY LOBBY	1,432 SF
SALES CENTER	1,303 SF
WAITING	
2 AGENT OFFICES	
KITCHENETTE	
SAMPLE REVIEW SPACE	
CONFERENCE ROOM	
TOILET ROOM	
STORAGE	
BAR / EVENT SPACE	833 SF
BAR	
SET UP KITCHEN	
TOILET ROOM	
MECHANICAL ROOM LIFT / STAIRS	398 SF
OUTDOOR VIEWING DECK	2,388 SF

VIEWING BALCONY LEVEL	
LIGHT TOWER	582 SF
VIEWING DECK	552 SF



FLOOR PLAN - VIEWING BALCONY LEVEL

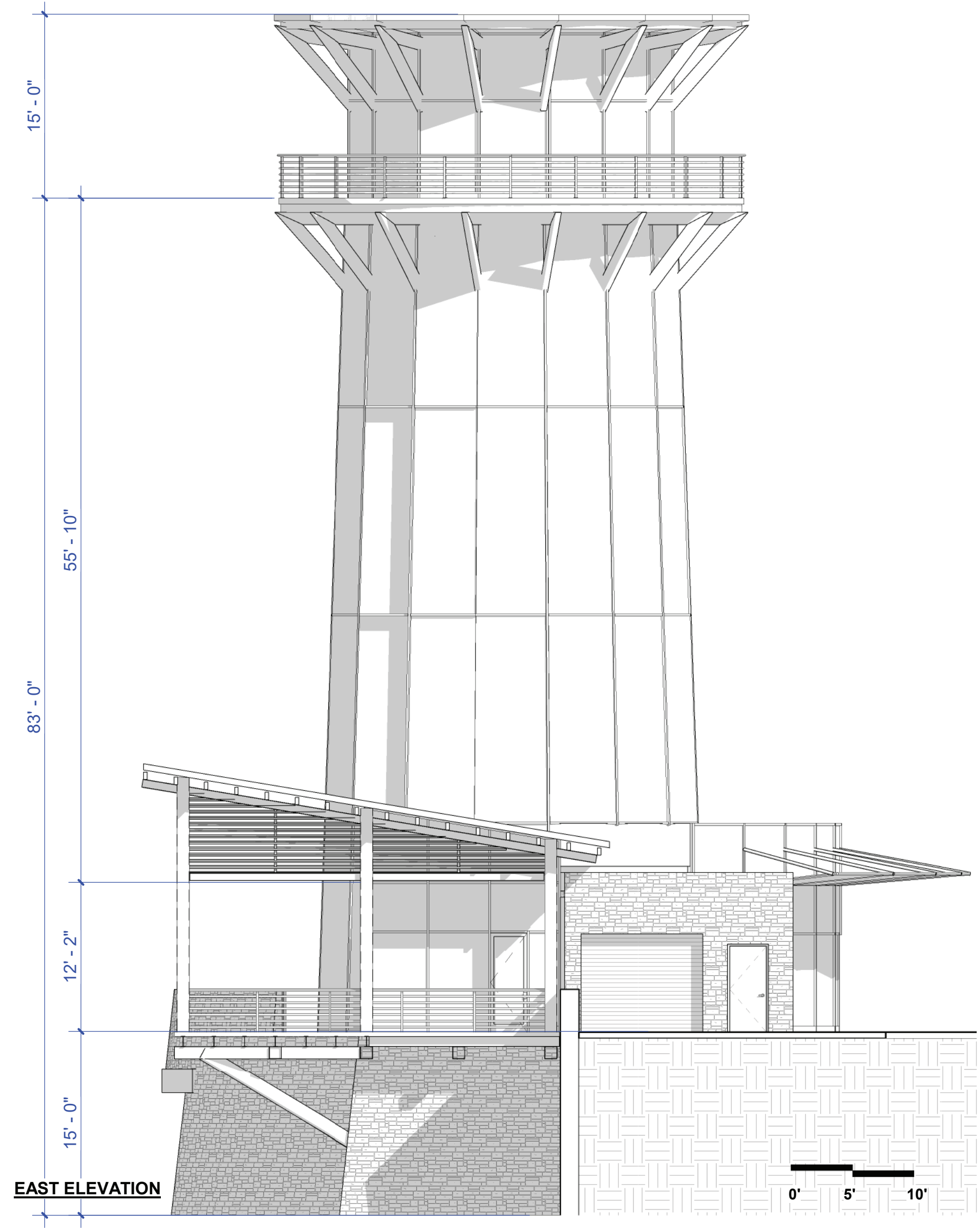
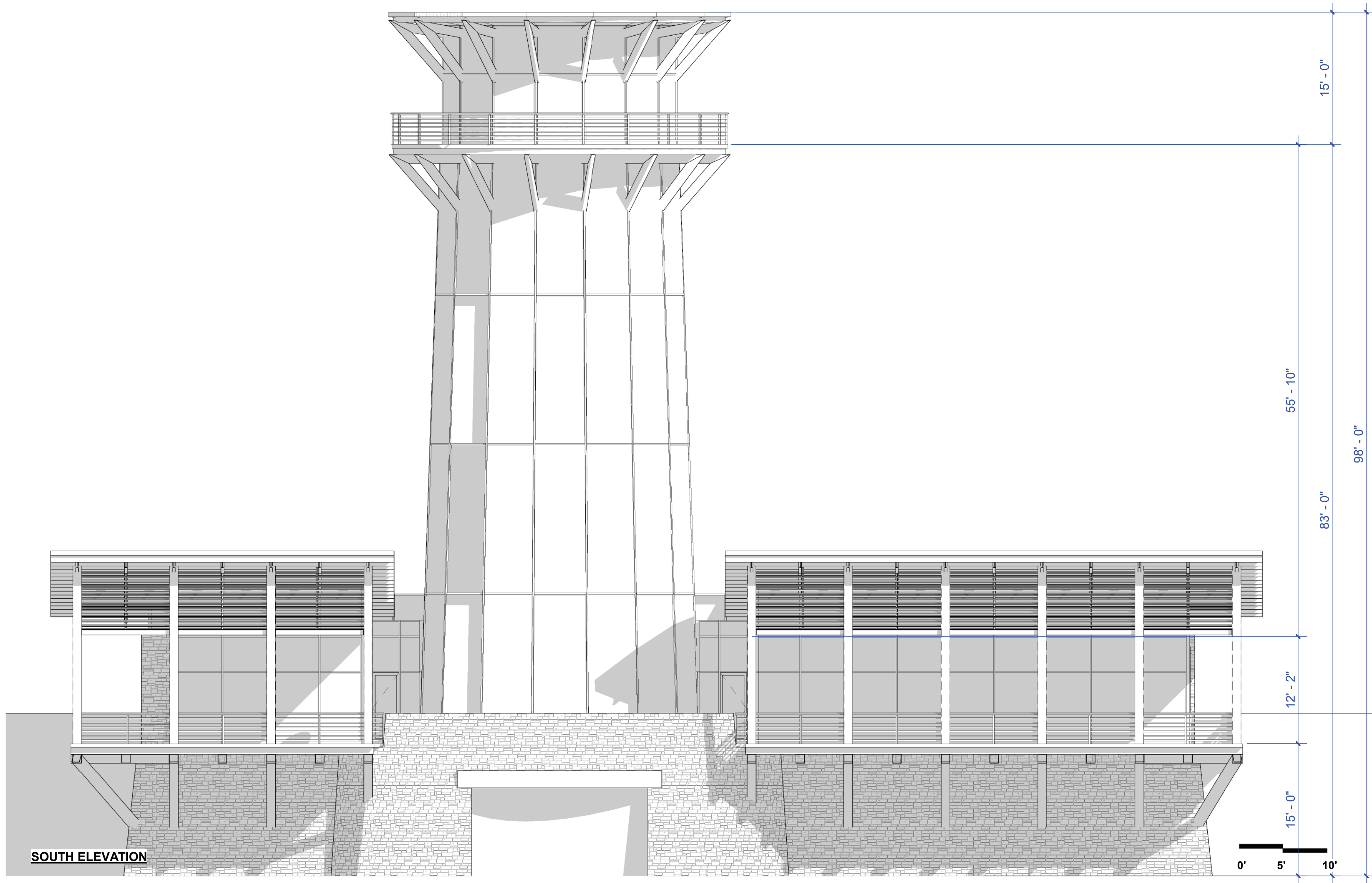


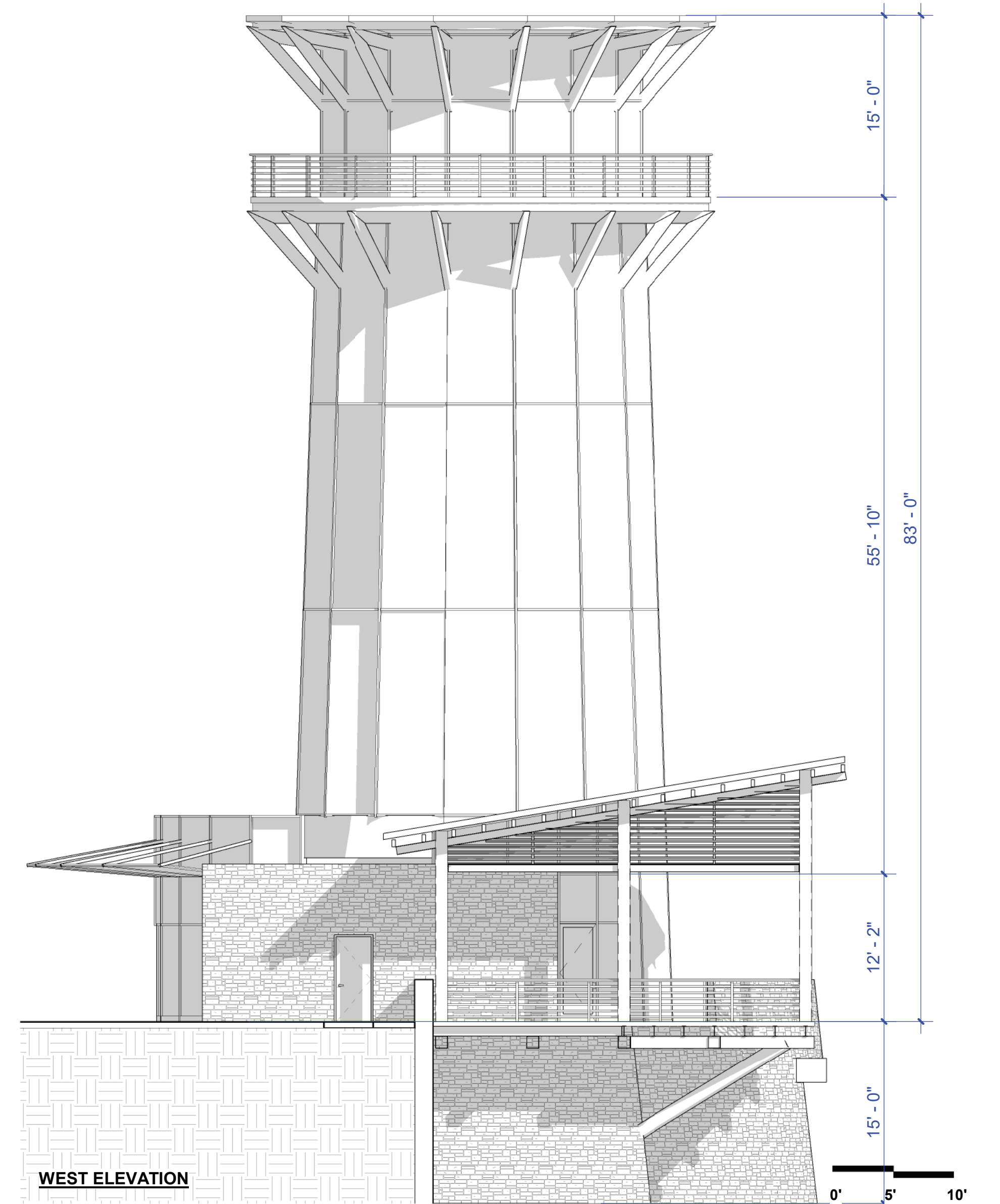
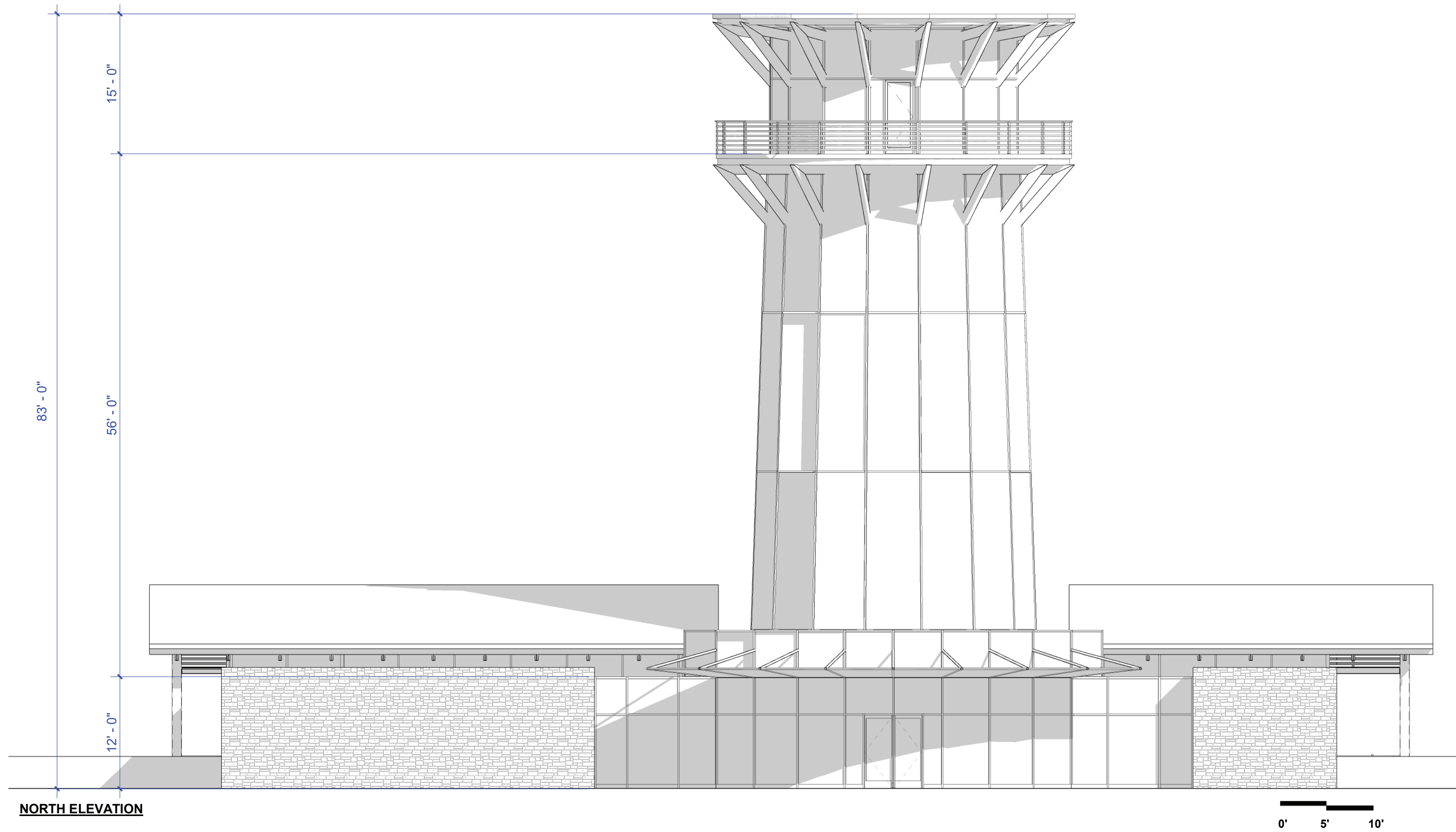
BEL AIR VILLAGE
CONCEPT DEVELOPMENT
OCTOBER 26, 2023

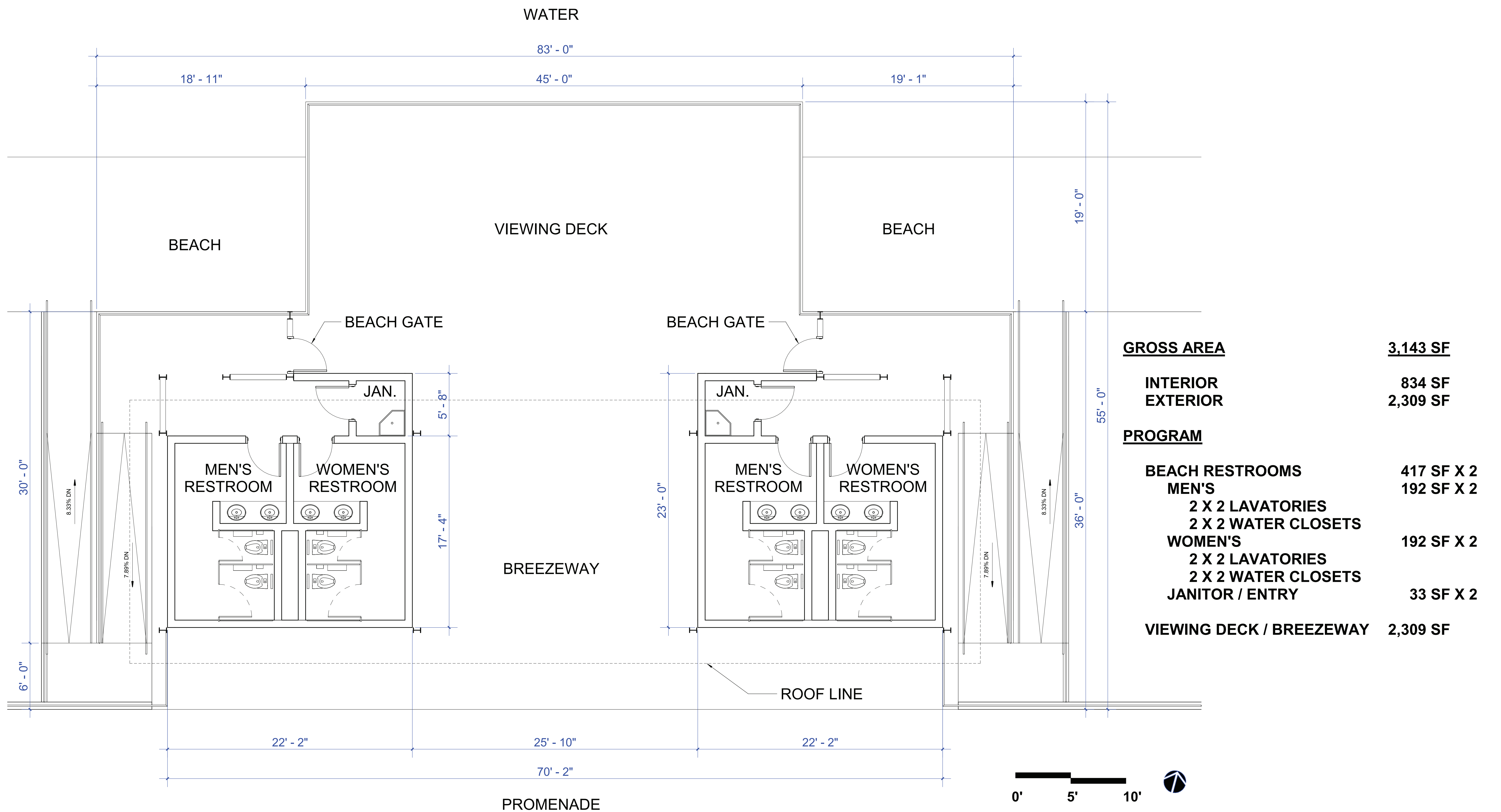
LIGHT TOWER & SALES OFFICE

FLOOR PLAN (VIEWING BALCONY LEVEL)

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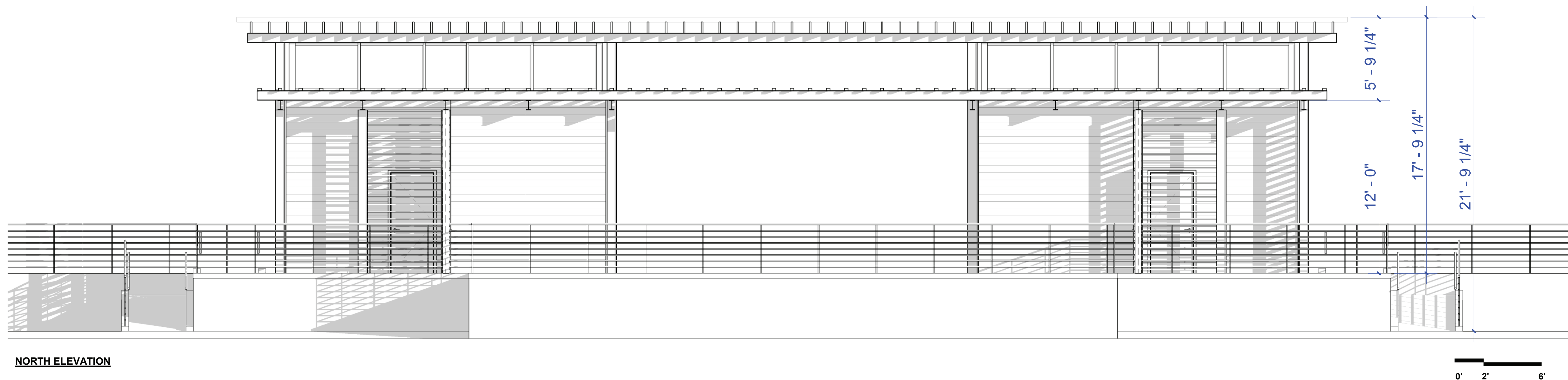


BEL AIR VILLAGE
CONCEPT DEVELOPMENT
OCTOBER 26, 2023

BEACH RESTROOM & OVERLOOK DECK

FLOOR PLAN

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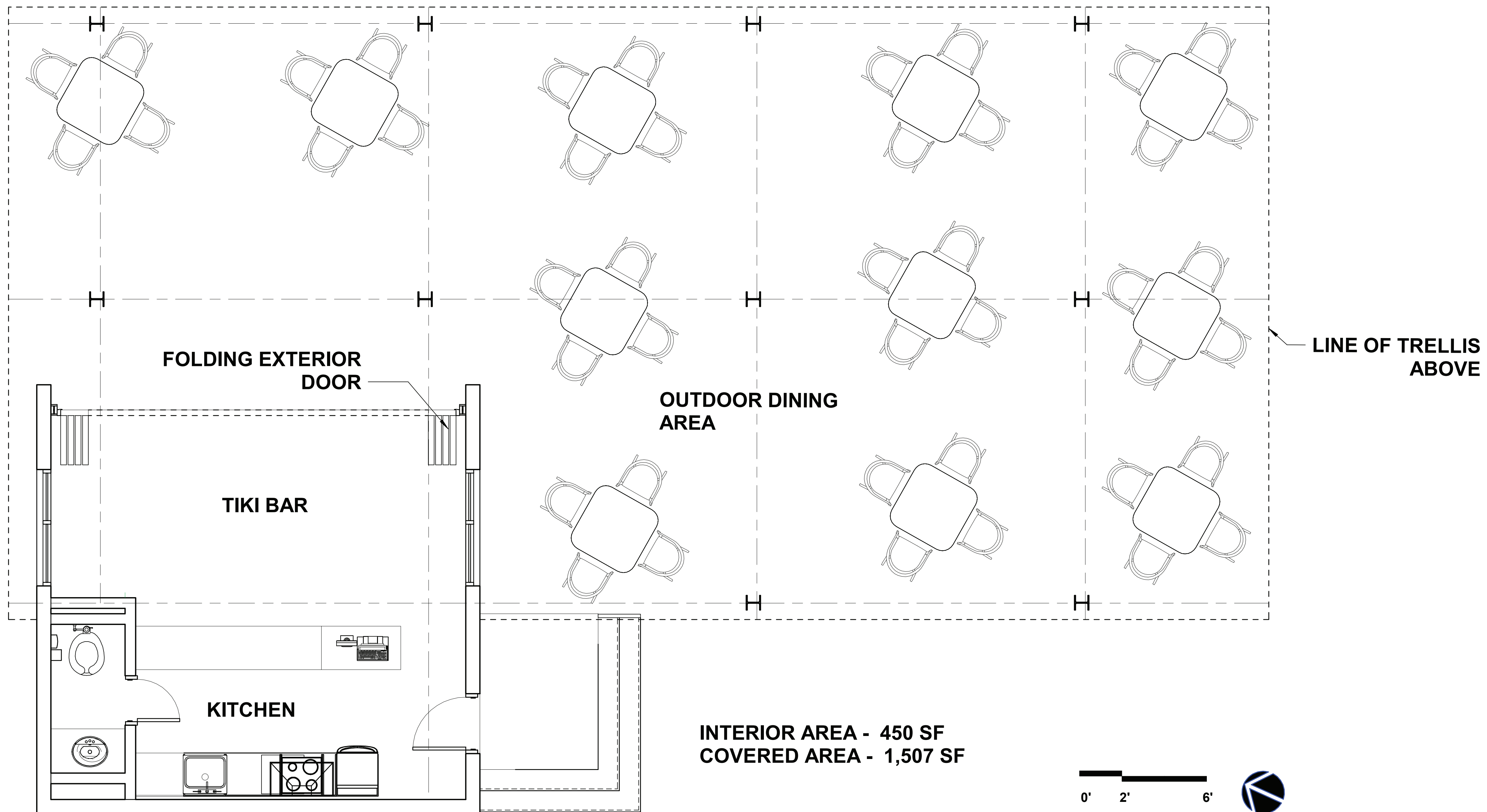


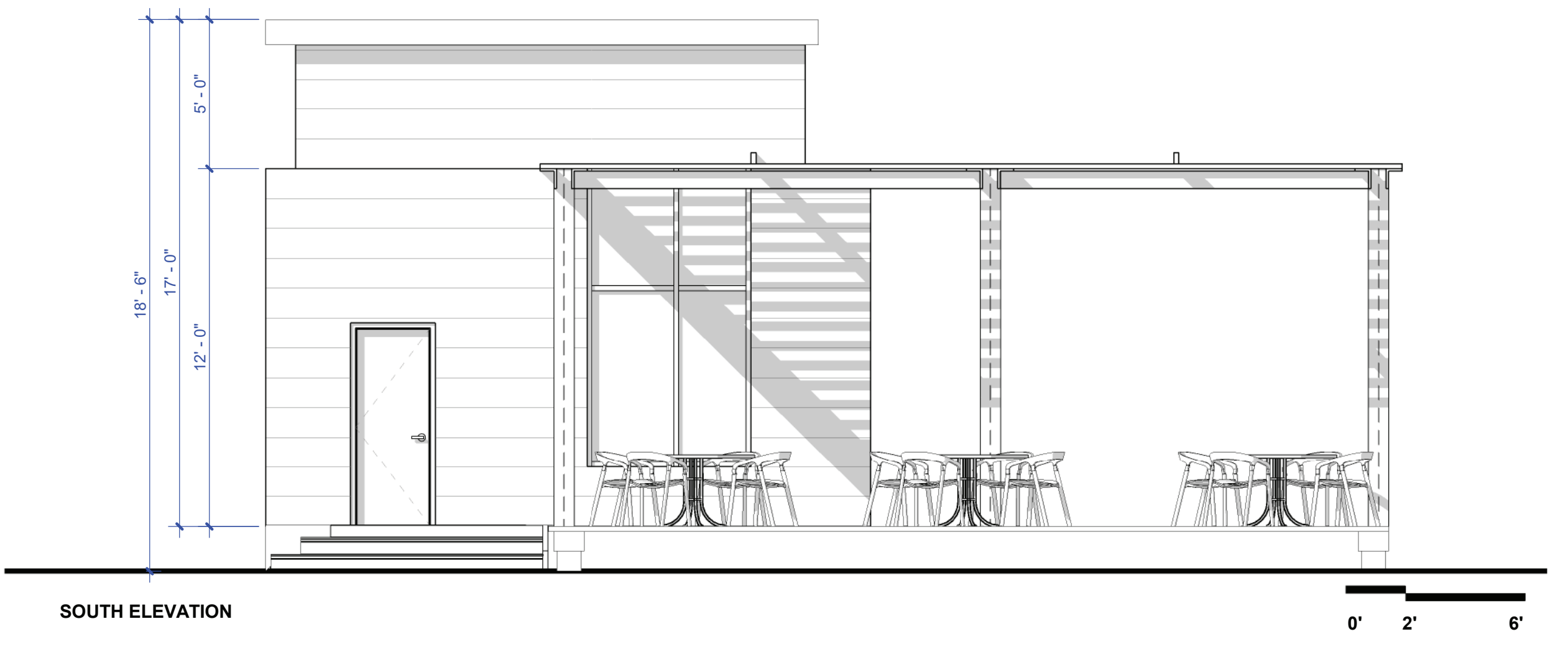
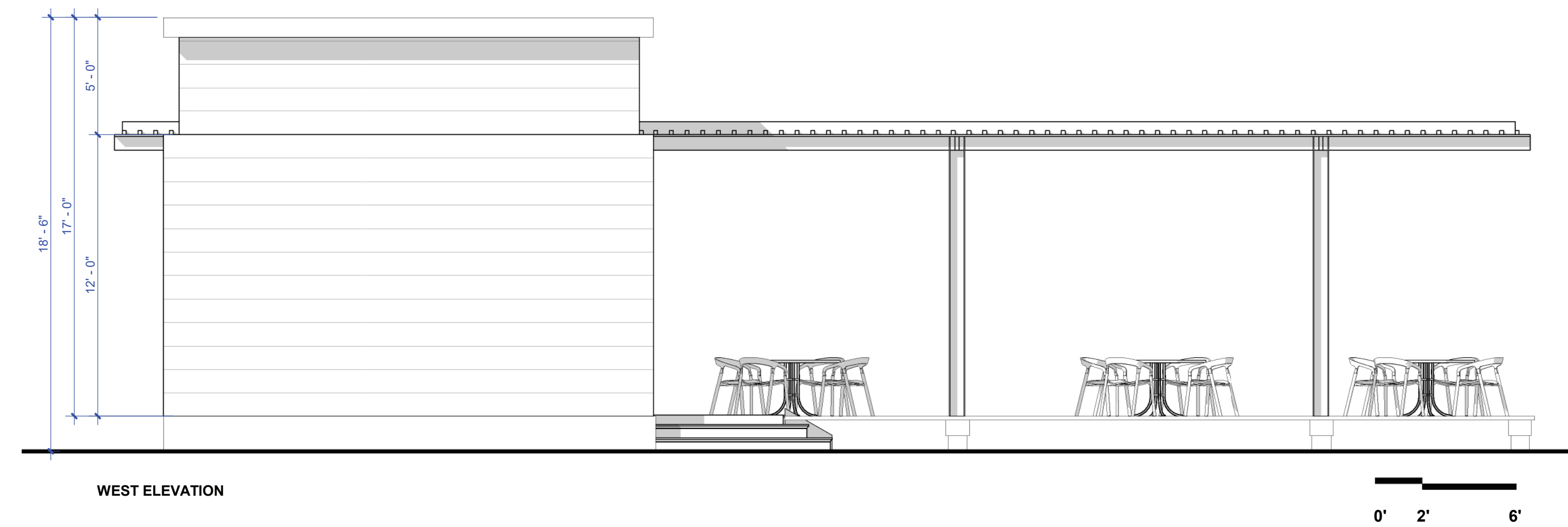
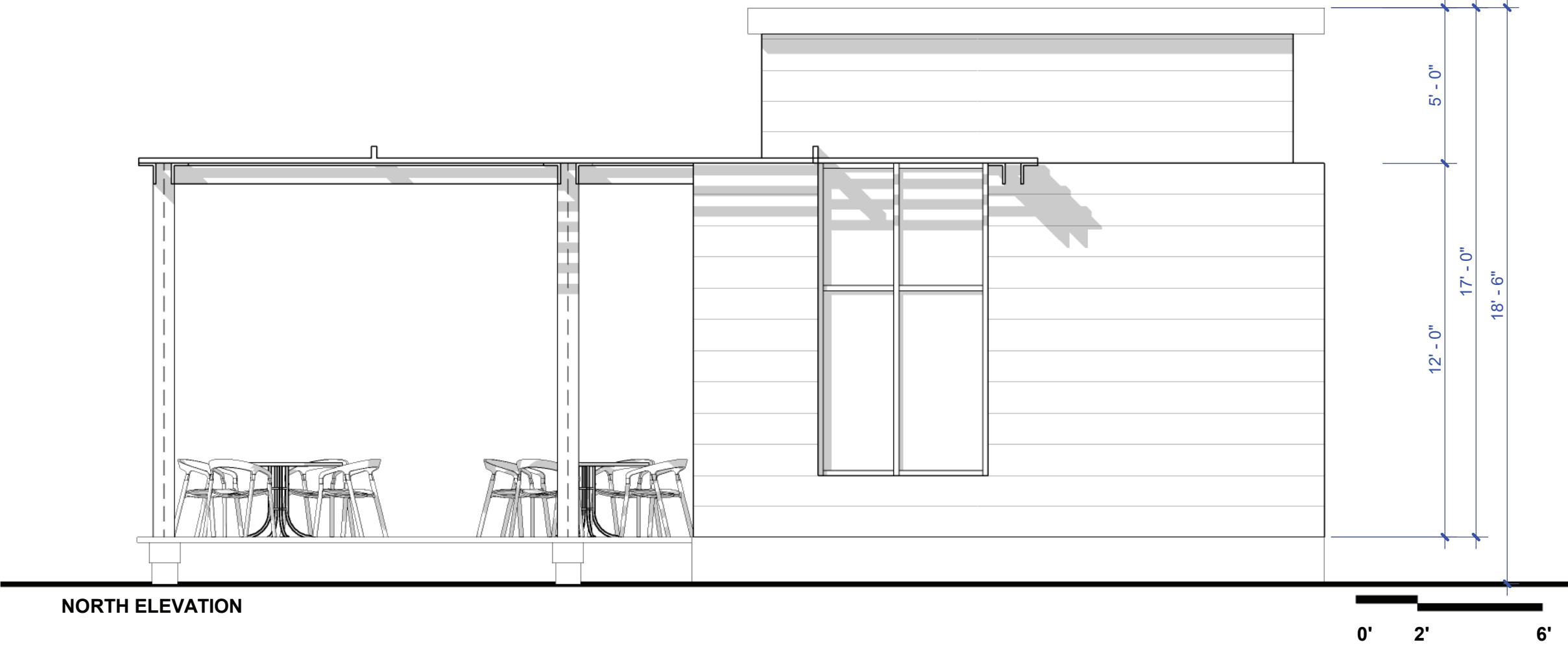
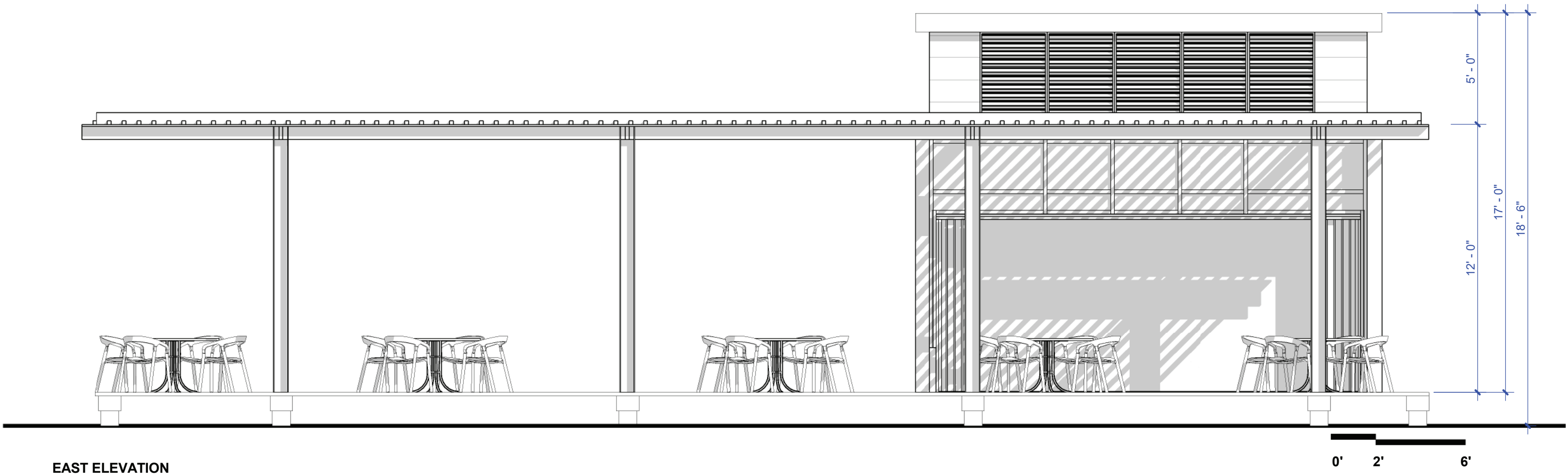
**BEL AIR VILLAGE
CONCEPT DEVELOPMENT
OCTOBER 26, 2023**

BEACH RESTROOM & OVERLOOK DECK

BUILDING ELEVATION

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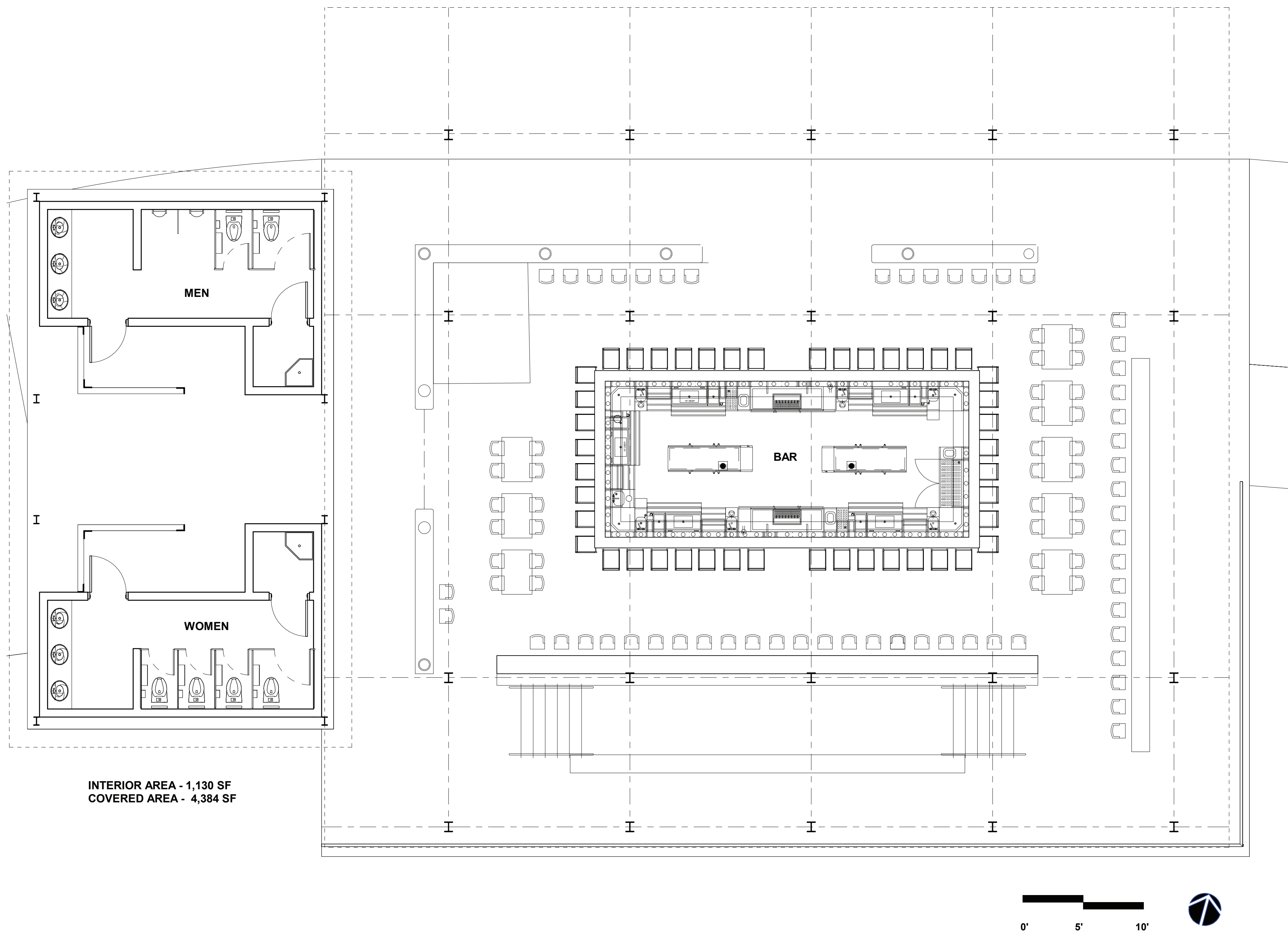


**BEL AIR VILLAGE
CONCEPT DEVELOPMENT
OCTOBER 26, 2023**

TIKI BAR

BUILDING ELEVATION

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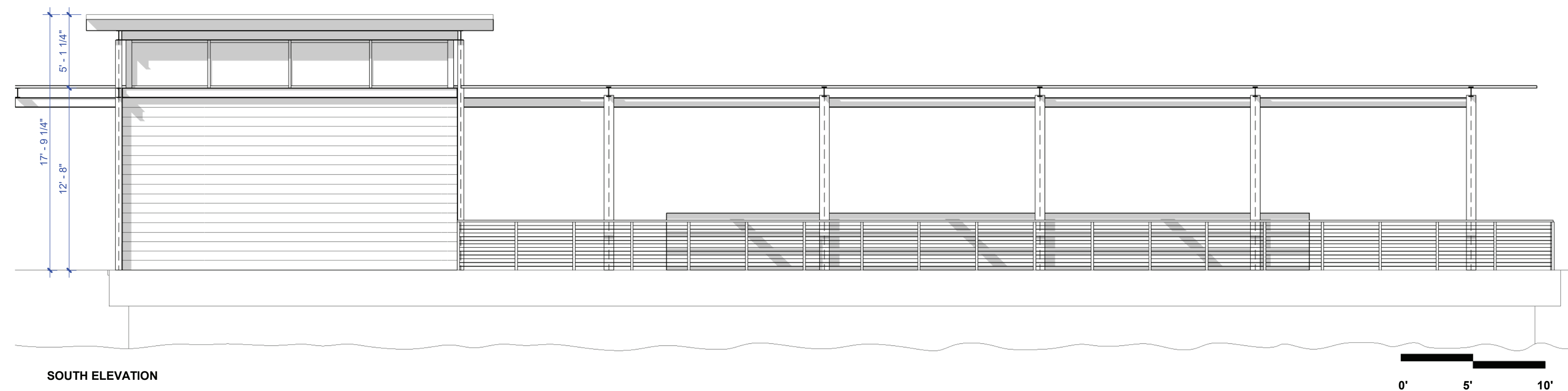
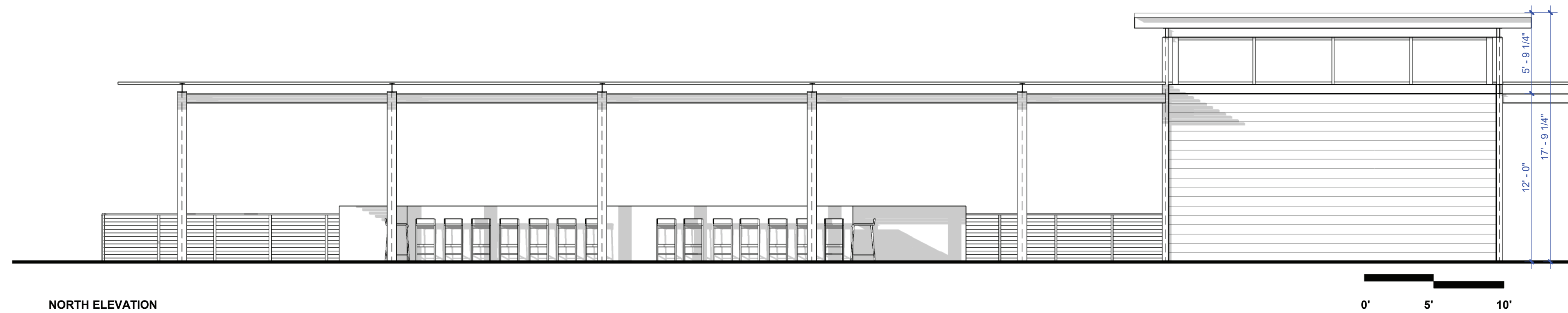


**BEL AIR VILLAGE
CONCEPT DEVELOPMENT
OCTOBER 26, 2023**

BEACH BAR

FLOOR PLAN

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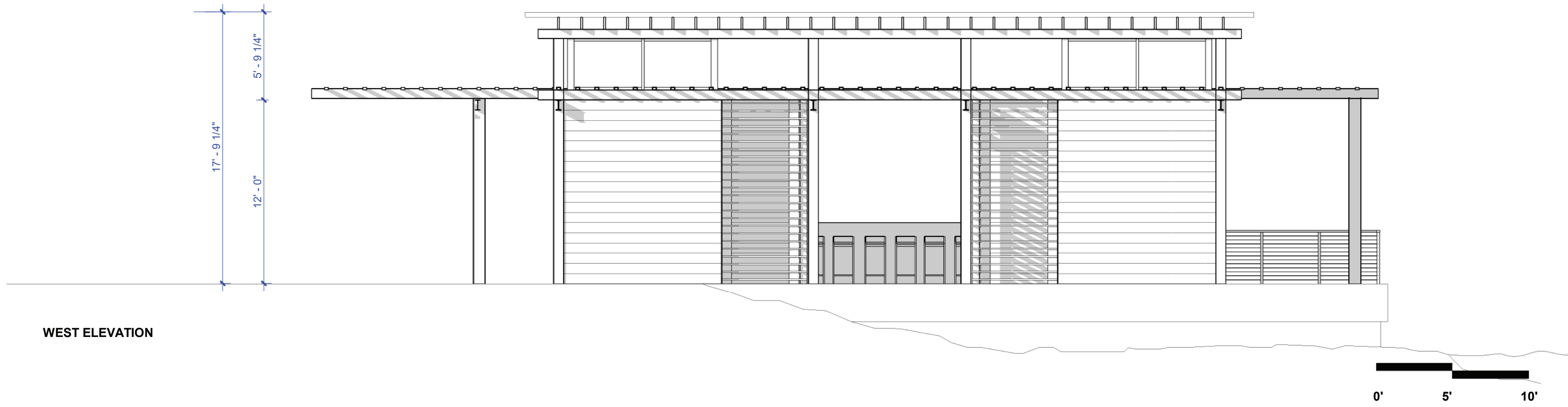


**BEL AIR VILLAGE
CONCEPT DEVELOPMENT
OCTOBER 26, 2023**

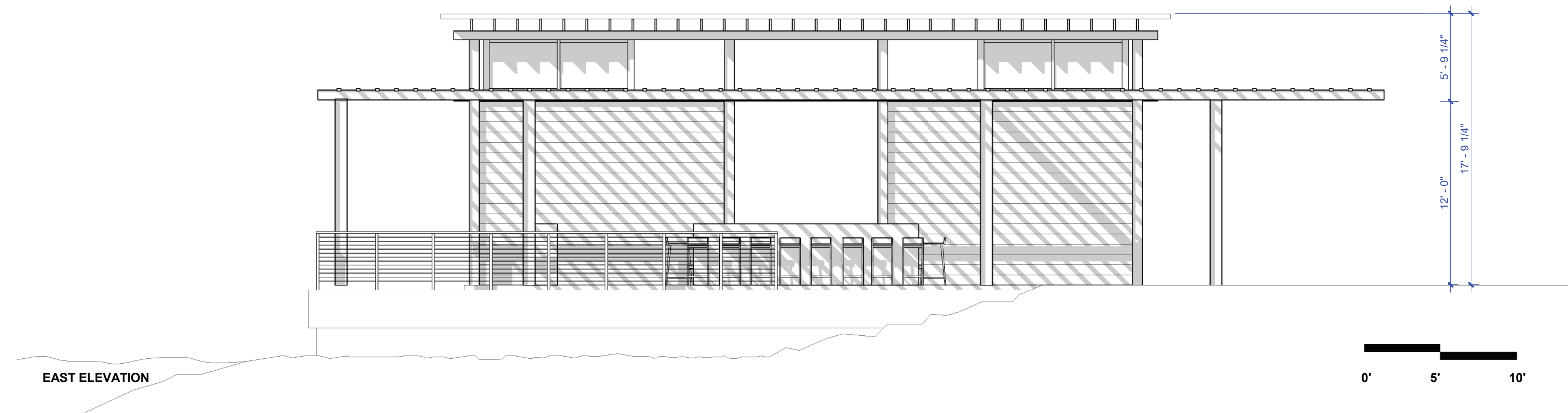
BEACH BAR

BUILDING ELEVATION (NORTH & SOUTH)

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WEST ELEVATION



EAST ELEVATION



**BEL AIR VILLAGE
CONCEPT DEVELOPMENT
OCTOBER 26, 2023**

BEACH BAR

BUILDING ELEVATION (WEST & EAST)

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MEMORANDUM - SHARED PARKING STUDY

To: American Communities

From: J. Blake Hodge, P.E.
Kimley-Horn and Associates, Inc.

Date: October 23, 2023

Subject: Mixed-Use Shared Parking Study
Bel Air Village – Sherman, Texas

Purpose

The proposed Bel Air Village mixed-use site is well-positioned to take advantage of sharing its available parking between all the uses on the site. Centrally-located parking garages, plus surface parking through the site, offer convenient parking close to all the site buildings. Proper sizing of parking areas promotes efficient land use, while improving sometimes-overlooked issues like walkability, drainage, and urban heat island effects.

An application of City of Sherman parking code leads to a requirement of 1,768 spaces on the site. These parking requirements assume each use is isolated and must provide all the parking needed for the peak demand of the use.

Seeing the mixed-use nature of the site and based on an occupancy analysis of the Beach Club, the master plan is proposing to a total of 1,550 spaces, or about 88% of the unmodified code requirement. This report is intended to verify this total, by calculating the functional parking demand using research on actual parking demand at similar sites.

Weekday Functional Demand

The weekday parking demand of the site is shown in **Exhibit 1** and summarized below. Functional demand is based on actual observations of other similar land uses, including hourly variation throughout weekdays and weekends. Overall and hourly demand data for the functional parking demand is from ULI's *Shared Parking, 3rd Edition*. ULI provides average and 85th-percentile base demands for most uses. In addition to the main customer users, the parking demands include all staff and other service uses.

The site's functional demand during the weekday can be accommodated by the on-site surface and garage parking supply totaling 1,550 spaces. The functional parking demand if each use was treated individually would be 1,768 spaces. After taking advantage of shared parking, the highest hourly demand of 1,497 spaces occurs at 2 PM. Considering the site's parking supply of 1,550 spaces, there is still a surplus of 53 spaces during the busiest weekday hour.

Weekday Functional Demand:

Weekday Basic Functional Demand Before Shared Parking:	1,768 Spaces
Weekday Highest Hourly Demand:	1,497 Spaces (2 PM)
Weekday On-Site Parking Supply:	1,550 Spaces
Parking Surplus or (Deficiency):	53 Spaces

It is clear that the on-site parking supply can accommodate the functional demand from the site's uses during weekdays, plus a substantial number of surplus spaces.

Weekend Functional Demand

The weekend parking demand of the site is shown in **Exhibit 2** and summarized below. The weekend functional parking demand if each use was treated individually would be 2,171 spaces. After taking advantage of shared parking, the highest hourly demand of 1,380 spaces occurs at 1 PM. While the retail, restaurant and beach club peak demands are higher on the weekend, the office demand is very low, leaving plenty of available parking. Considering the site's parking supply of 1,550 spaces, there is still a surplus of 170 spaces during the busiest weekend hour.

Weekend Functional Demand:

Weekend Basic Functional Parking Demand Before Sharing:	1,768 Spaces
Weekend Highest Hourly Demand:	1,380 Spaces
Weekend Parking Supply:	1,550 Spaces
Parking Surplus or (Deficiency):	170 Spaces

As with the weekday scenario, the on-site parking supply can easily accommodate the functional demand from the site's uses during weekends.

Beach Club Interim Parking

An occupancy analysis for the Beach Club was performed by Oasis Amenities using data from existing sites. This analysis showed a total beach club occupancy of approximately 1,600 users at peak occupancy. Approximately 600 occupants parking will already be captured in the private residential and hotel accumulation rates leaving approximately 1,000 users who will need to arrive and park on site. Utilizing this proportional rate, the City of Sherman parking requirement (1 space per 100 SF of pool/deck area would be $[107,310 \text{ SF} * (1,000/1,600)]/100 = 671$ spaces. However, we believe, the ULI maximum occupancy "Waterpark" rate of 322 spaces for this size facility is more appropriate. This also correlates to an event parking generation rate of 1,000 users divided by 3 user per vehicle = 333 parking spaces. We recommend constructing a 333-space surface parking lot to serve the Beach Club until the mixed-use program and associated parking is constructed.

Conclusion

The proposed parking supply of 1,550 spaces can be efficiently shared by all the uses on the Bel Air Village mixed-use site. The proposed supply easily satisfies the functional parking demand during all hours of the weekdays and weekends. There is no functional need to provide the City Code levels of parking supply, which will only result in wasteful areas of little-used parking.

END

Attachments: Exhibit 1 – Shared Parking Table and Chart - Weekday
 Exhibit 2 – Shared Parking Table and Chart - Weekend
 Appendix – Shared Parking Assumptions

EXHIBIT 1

Peak Month Daily Parking Demand by Hour (Weekday)

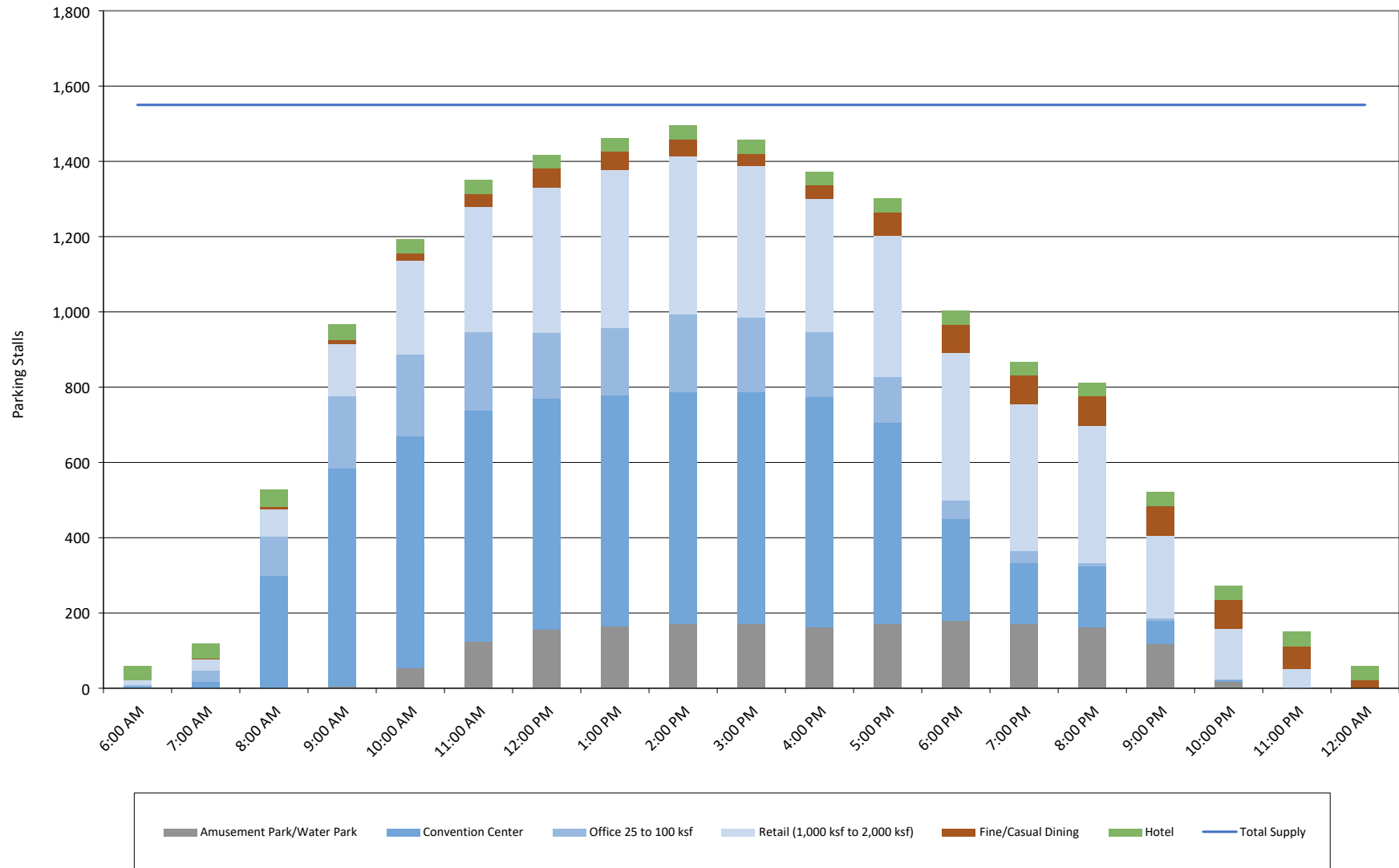
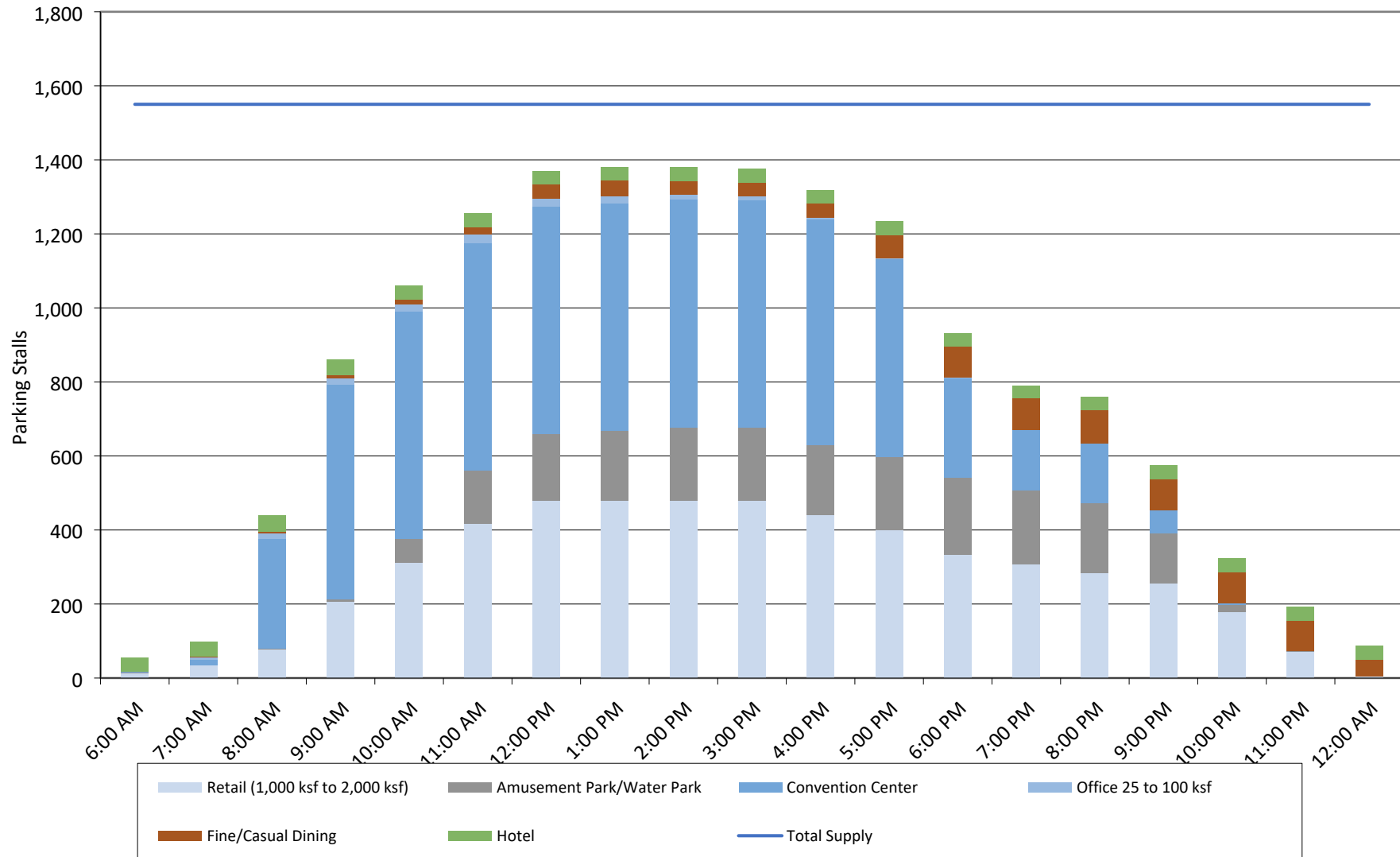


EXHIBIT 2

Peak Month Daily Parking Demand by Hour (Weekend)



Appendix - Shared Parking Assumption

Shared parking is defined as different types of land uses using the same parking supply at different times of the day and during different days of the week.

Building program, uses, and parking supply were based on the August 25, 2023 Master Plan (with updates) by DAG Architecture. The aggregated uses in the site plan are as follows:

- Residential: Provide by individual project and site
- Hotel: 150 Rooms
- Office: 60,000 SF
- Convention Center: 106,000 SF
- Beach Club: 67,100 SF (Public), 1,000 attendees (Public)
- Retail: 98,100 SF
- Restaurant: 6,000 SF

The functional shared parking analysis was primarily based on data from ULI *Shared Parking, 3rd Edition* and local experience used where appropriate (e.g., to fill in hourly percentages not identified in ULI). Each land use has a peak parking demand, and each hour of the day has a demand that is a percentage of that peak.

STAFF REVIEW LETTER

November 7, 2023

Sent via email

Ronny Guerrero
2800 N Dallas Pkwy, Suite 324
Plano, TX 75093

Michael Carlisle
260 E Davis St, Suite 100
McKinney, TX 75069

Dear Applicants,

The request of Site Plan approval for Bel Air Beach Club located in the 300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway) has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, November 14, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Bel Air Village PD (Planned Development) District.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). (*Code of Ordinances Chapter 3.02(c)*)
3. No structure shall exceed a Maximum Height of 75' (*Bel Air Village PD (Planned Development) District (II)(A)(2)(a)*).
4. Uses permitted upon review and approval of a Specific Use Permit:
 - a. Alcoholic beverage sales and for any qualified restaurants serving alcoholic beverages on site. (*Bel Air Village PD (Planned Development) District (II)(A)(1)(c)(1)*).
5. All conceptual elevations will require approval from Planning and Zoning and City Council.
6. Architectural standards must comply with the Architectural Standards-Village Urban Center District (*Bel Air Village PD (Planned Development) District (III)(A)*).
7. Exterior lighting shall be approved as part of the Detailed Site Plan for the Village Urban Center (*Bel Air Village PD (Planned Development) District (IV)(2)*).
8. Signage must comply with the Signage Plan. (*Bel Air Village PD (Planned Development) District (IV)(C)*).
9. Tabulation providing square feet for all commercial uses is not included in order to determine the parking. (*Bel Air PD (Planned Development) District (IV)(B)(1) and (2)*).
10. Landscaping shall comply with the *Bel Air PD (Planned Development) District (V)(b) and (V)(2)(a) and (V)(3)*.
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.

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

Engineering

13. Platting of the property is required. *Code of Ordinances Chapter 10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004*
14. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(f)*
15. Proposed right turn lane shall meet TxDOT requirements.
16. Water main must be extended in accordance with City criteria to serve proposed Lot. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.003(g)*
17. Wastewater main must be extended in accordance with City criteria to serve proposed Lot. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.003(h)*
18. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.03.006(b)*
19. Site plan extends boundaries of applicant's property.
20. Mean sea level elevation of top of tower to confirm outside of Sherman Municipal Airport Airspace. Proposed item of installation may not conform to Sherman Municipal Airport Hazard Zoning Ordinance. Engineering Department to be provided documentation proving compliance for review and acceptance prior to building permit being issued. *Code of Ordinances, Chapter 14, Article 14.02.006*

Solid Waste Services:

21. Trash receptors shall be 10' deep x 20' wide and a 50' clear unobstructed approach.

Fire Services

Building is NOT equipped throughout with an approved automatic sprinkler system.

22. [] 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
23. [] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Building is equipped throughout with an approved automatic sprinkler system.

24. [] 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
25. [] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
26. [] 507.5.1.1 - Buildings equipped with a FDC installed in accordance shall have a fire hydrant within 100' of the fire department connections.

*Our concern is the fire access to the future convention center, 5 story hotel and the multi-family along the Southside. Attached would be some of the codes to think about for the future pieces of this development.

Building is NOT over 3 stories or 30' in height or 62,000 square feet in gross area.

- 27. [] 503.2.1 - Fire apparatus access roads shall have an unobstructed width of not less than 20' 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 13' 6" 14'. (City Ordinances Amendments 3.01.002)
- 28. [] 503.2.4 - The minimum turning radius shall be at least 25' unless fire lane exceeds minimum requirement of 24'. (City Ordinances Amendments 3.01.002)
- 29. [] 503.2.5 - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 96' 100' diameter cul-de-sac or 120' hammerhead at 20' 24' wide fire lane. (City Ordinances Amendments 3.01.002)
- 30. [] D103.1 - Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26', exclusive of shoulders.
- 31. [] 503.2.1 - Fire apparatus access roads with gates shall have minimum gate width of 20' 24'. (City Ordinances Amendments 3.01.002)

Building is over 3 stories or 30' in height or 62,000 square feet in gross area.

- 32. [] D105.2 - Aerial fire apparatus access roads shall have a minimum unobstructed width of 26', exclusive of shoulders, in the immediate vicinity of the building or portion thereof. and an unobstructed vertical clearance of not less than 13' 6" 14'. (City Ordinances Amendments 3.01.002)
- 33. [] D105.3 - One or more of the required access routes meeting this condition shall be located not less than 15' and not greater than 30' from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.
- 34. [] 503.2.4 - The minimum turning radius shall be at least 25' unless the fire lane exceeds minimum requirement of 26'. (City Ordinances Amendments 3.01.002)
- 35. [] 503.2.5 - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 96' 100' diameter cul-de-sac or 120' hammerhead at 20' 26' wide fire lane. (City Ordinances Amendments 3.01.002)
- 36. [] D104.1 - Buildings or facilities exceeding 30' or three stories in height shall have not fewer than two means of fire apparatus access for each structure.
- 37. [] D104.2 - Buildings or facilities having a gross building area of more than 62,000 square feet shall be provided with two separate and approved fire apparatus access roads.
Exception: Projects having a gross building area of up to 124,000 square feet that have a single approved fire apparatus access road where all buildings are equipped throughout with approved automatic sprinkler systems.
- 38. [] D104.3 - Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.
- 39. [] 905.3.9 - Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior is more than 200 feet (60960mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class 1 automatic wet or manual wet standpipes shall be provided. (City Ordinances Amendments 3.02.002)

Fire Services Additional Comments

- 40. We are unable to confirm that the Beach Club Blvd will be built with this Phase and will give fire access and trash access from the West then to the fire lane that is present on the Southwest side to the Public Beach House.
- 41. We are unable to confirm that the Beach Club Blvd will be built with this Phase and will give fire access and trash access from the West then to the fire lane that is present on the West side to the Private Beach House.
- 42. We don't see Hydrants on the plan-
 - a. - Non-sprinkler building - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior

- of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
- b. Sprinklered building - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
 - c. Sprinkler building - Buildings equipped with a FDC installed in accordance shall have a fire hydrant within 100' of the fire department connections.

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,



Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer



City Council Regular Meeting

Agenda Item No. H.3.

Meeting Date: 12/18/2023

Prepared By: Nate Strauch, Community and Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Prepared Presentation Promoting Progress on "Project Pepperoni"

Issue:

Receive presentation on "Project Pepperoni"

Background:

For the last several months, city staff has been working to create an interactive tool for members of the Council and the general public to be able to track City infrastructure projects. Dubbed "Project Pepperoni" in honor of the Domino's Pizza order tracker, the project began as a way to provide current or near-current status and finance information on Sherman's myriad Capital Improvement Projects. However, as the project evolved, staff realized the tool was capable of much more.

The end product that staff will present accomplishes the original goal of providing a 30,000-foot view on CIP progress, as well as monthly Planning & Zoning items and an interactive way to view key development projects currently planned or underway around Sherman.

Origination:

Assistant City Manager Zachary Flores

Financial Consideration:

None

Staff Recommendation:

Grow to love the pizza tracker and use it regularly.

Alternatives:

Tell staff you hate it and instruct us to bury it in a warehouse like at the end of "Raiders of the Lost Ark."

Attachments:

None



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. I.1.

Meeting Date: 12/18/2023

Prepared By: Linda Ashby, City Clerk

Approved By:

Caption:

*** BOARD/COMMISSION APPOINTMENT**

Council Audit Committee (3)

Issue:

Mayor David Plyler, Deputy Mayor Shawn Teamann, and Council Member Daron Holland currently serve on the Council Audit Committee. Their terms expired in November 2023.

Background:

The Council Audit Committee assists the Council and staff in the review of the audit reports filed by the independent auditor and provides input on the selection of external auditors. They also provide recommendations to the rest of the Council on technical accounting issues.

Origination:

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Council Audit Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments:

1. Audit Committee Roster
2. Council Audit Committee Fact Sheet

MEMBERSHIP ROSTER

COUNCIL AUDIT COMMITTEE

LENGTH OF TERMS: 1 YEAR

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 11/18/2014	11/2015	1	Council Member
		R 12/8/2015	11/2016	2	
		R 11/21/2016	11/2017	3	
		R 11/21/2017	11/2018	4	
		R 11/19/2018	11/2019	5	
		R 11/19/2019	11/2020	6	
		R 11/17/2020	11/2021	7	
		R 11/16/2021	11/2022	8	
		R 11/21/2022	11/2023	9	
Daron Holland	4	A 11/21/2017	11/2018	1	Council Member
		R 11/19/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
Shawn Teamann	1	A 11/21/2016	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/19/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
		R 11/21/2022	11/2023	7	

NOTE: Council Member's appointment expires at end of one year.

FACT SHEET

COUNCIL AUDIT COMMITTEE

Established by RESOLUTION 2790 – DECEMBER 23, 1991

1. Number of Members: THREE (3)
2. Term of Appointment: ONE YEAR
3. Consecutive Term Rule: NO RULE
4. Qualifications for Membership: COUNCIL MEMBER WITH KNOWLEDGE OF ACCOUNTING AND/OR BUSINESS MANAGEMENT
5. Appointed by: MAYOR AND CITY COUNCIL MEMBERS
6. Board Organization
CHAIRPERSON ____ VICE CHAIRPERSON ____ SECRETARY ____
ELECTED ____ APPOINTED ____
7. Departmental Responsibility: CITY MANAGER & DIRECTOR OF FINANCE
8. Meeting Date: AS CALLED
9. Attendance Requirements: NONE

=====

RESPONSIBILITIES:

Audit Committee will assist Council and staff in the review of the audit papers filed by the independent auditor; provide input on the selection of external auditors; and provide recommendations to the rest of the Council on technical accounting issues.

DUTIES:

Provide input on the selection of external auditors;
Review audit reports;
Provide recommendations to Council on technical accounting matters;
Review the justification for internal audit functions;
All other accounting and financial reviews as directed by the City Council



City Council Regular Meeting

Agenda Item No. I.2.

Meeting Date: 12/18/2023

Prepared By: Linda Ashby, City Clerk

Approved By:

Caption:

*** BOARD/COMMISSION APPOINTMENT**

Investment Committee (2)

Issue:

Council Member Pam Howeth and Council Member Juston Dobbs currently serve on the City's Investment Committee. Their terms expired in November 2023.

Background:

The Investment Committee provides guidance on investment matters for the City and annually approves updates to the Investment Policy and the list of authorized brokers and dealers. The Committee also reviews the Quarterly Investment Reports.

Origination:

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Investment Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments:

1. Investment Committee Roster

MEMBERSHIP ROSTER

CITY OF SHERMAN
INVESTMENT COMMITTEE

LENGTH OF TERMS:
Term of Elected Office

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Juston Dobbs	4	A 11/16/2021 R 11/21/2022	11/2022 11/2023	1 2	Council Member
Pam Howeth	3	U 8/1/2016 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021 R 11/21/2022	11/2016 11/2017 11/2018 11/2019 11/2020 11/2021 11/2022 11/2023	0 1 2 3 4 5 6 7	Council Member
INVESTMENT COMMITTEE SHALL CONSIST OF THE FOLLOWING CITY OFFICIALS:					
Robby Hefton				NA	City Manager

NOTE: Council Member's appointment expires at end of term of elected office.



City Council Regular Meeting

Agenda Item No. I.3.

Meeting Date: 12/18/2023

Prepared By: Linda Ashby, City Clerk

Approved By:

Caption:

*** BOARD/COMMISSION APPOINTMENT**

Tax Reinvestment Committee (2)

Issue:

Council Member Josh Stevenson and Council Member Henry Marroquin currently serve on the City's Tax Reinvestment Committee. Their terms expired in November 2023.

Background:

The mission of the Tax Reinvestment Committee is to promote the economic development of Sherman and the Grayson County area by serving as the review point for the tax reinvestment process.

Origination:

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Reinvestment Committee.

Alternatives:

The alternative is to delay the appointment of members to this Committee.

Attachments:

1. Tax Reinvestment Committee Roster

MEMBERSHIP ROSTER

TAX REINVESTMENT COMMITTEE

LENGTH OF TERMS: One Year per By-Laws

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson	2	A 11/21/2017	11/2018	1	Sherman Council Member Voting Member
		R 11/20/2018	11/20/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
Henry Marroquin	3	A 11/16/2021	11/2022	1	Sherman Council Member Voting Member
		R 11/21/2022	11/2023	2	

NOTE: Two (2) Council Members are appointed to this committee.

There are also two Grayson County Members, two Grayson College Members, and two SISD Members

Both SISD Members are Non-Voting Members and are eligible to vote for chairman only

Revised 1/6/2023



City Council Regular Meeting

Agenda Item No. I.4.

Meeting Date: 12/18/2023

Prepared By: Linda Ashby, City Clerk

Approved By:

Caption:

*** BOARD/COMMISSION APPOINTMENT**

Tax Increment Financing Board #2 (3)

Issue:

Mayor David Plyler, Council Member Pam Howeth, and Council Member Daron Holland currently serve on the City's Tax Increment Financing Board #2. Their terms expired in November 2023.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone #2. TIF Zone #2 is comprised of the Central Business District, and an area to the north of the District.

Origination:

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #2.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments:

1. Tax Increment Financing Board #2 Roster
2. Tax Increment Financing Board #2 Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #2

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Pam Howeth	3	A 11/21/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
Daron Holland	4	A 11/21/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
David Plyler	4	A 11/22/2011	11/2012	1	Council Member
		R 11/20/2012	11/2013	2	
		R 11/19/2013	11/2014	3	
		R 11/18/2014	11/2015	4	
		R 12/8/2015	11/2016	5	
		R 11/22/2016	11/2017	6	
		R 11/21/2017	11/2018	7	
		R 11/20/2018	11/2019	8	
		R 11/19/2019	11/2020	9	
		R 11/17/2020	11/2021	10	
		R 11/16/2021	11/2022	11	
		R 11/21/2022	11/2023	12	
				13	
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #2

Established by ORDINANCE 5347 – NOVEMBER 7, 2005

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

=====

PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two.



City Council Regular Meeting

Agenda Item No. I.5.

Meeting Date: 12/18/2023

Prepared By: Linda Ashby, City Clerk

Approved By:

Caption:

*** BOARD/COMMISSION APPOINTMENT**

Tax Increment Financing Board #3 (3)

Issue:

Mayor David Plyler, Council Member Pam Howeth, and Council Member Josh Stevenson currently serve on the City's Tax Increment Financing Board #3. Their terms expired in November 2023.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone #3. TIF Zone #3 is comprised of the Sherman Commons development and portions of Loy Lake Road.

Origination:

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #3.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments:

1. Tax Increment Financing Board #3 Roster
2. Tax Increment Financing Board #3 Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #3

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson	2	A 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021 R 11/21/2022	11/2019 11/2020 11/2021 11/2022 11/2023	1 2 3 4 5	Council Member
Pam Howeth	3	A 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021 R 11/21/2022	11/2017 11/2018 11/2019 11/2020 11/2021 11/2022 11/2023	1 2 3 4 5 6 7	Council Member
David Plyler	4	A 11/22/2011 R 11/20/2012 R 11/19/2013 R 11/18/2014 R 12/8/2015 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021 R 11/21/2022	11/2012 11/2013 11/2014 11/2015 11/2016 11/2017 11/2018 11/2019 11/2020 11/2021 11/2022 11/2023	1 2 3 4 5 6 7 8 9 10 11 12	Council Member
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Finance Director

NOTE:

FACT SHEET

TAX INCREMENT FINANCING BOARD #3

Established by ORDINANCE 5424 – NOVEMBER 6 , 2006

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

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PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Three.



City Council Regular Meeting

Agenda Item No. I.6.

Meeting Date: 12/18/2023

Prepared By: Linda Ashby, City Clerk

Approved By:

Caption:

*** BOARD/COMMISSION APPOINTMENT**

Tax Increment Financing Board #5 (3)

Issue:

Mayor David Plyler, Deputy Mayor Shawn Teamann, and Council Member Josh Stevenson currently serve on the City's Tax Increment Financing Board #5. Their terms expired in November 2023.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone #5. TIF Zone #5 is located at the northwest intersection of U.S. Highway 75 and F.M. 1417 (Heritage Parkway), and is known as Sherman Crossroads.

Origination:

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #5.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments:

1. Tax Increment Reinvestment Zone #5 Roster
2. Tax Increment Reinvestment Zone Board #5 Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #5

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 5/2/2017	11/2017	1	Mayor
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
		R 11/21/2022	11/2023	7	
Josh Stevenson	2	A 11/20/2018	11/2019	1	Council Member
		R 11/19/2019	11/2020	2	
		R 11/17/2020	11/2021	3	
		R 11/16/2021	11/2022	4	
		R 11/21/2022	11/2023	5	
Shawn Teamann	1	A 5/2/2017	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
		R 11/21/2022	11/2023	7	
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #5

Established by ORDINANCE 6010 – FEBRUARY 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

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PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Five.



City Council Regular Meeting

Agenda Item No. I.7.

Meeting Date: 12/18/2023

Prepared By: Linda Ashby, City Clerk

Approved By:

Caption:

*** BOARD/COMMISSION APPOINTMENT**

Tax Increment Financing Board #6 (3)

Issue:

Mayor David Plyler, Council Member Pam Howeth, and Council Member Josh Stevenson currently serve on the City's Tax Increment Financing Board #6. Their terms expire in November 2023.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone #6. TIF Zone #6 is located south of the intersection of U.S. Highway 75 and F.M. 691.

Origination:

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #6.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments:

1. Tax Increment Reinvestment Zone #6 Roster
2. Tax Increment Reinvestment Zone Board #6 Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #6

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 5/2/2017	11/2017	1	Mayor
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
		R 11/21/2022	11/2023	7	
Pam Howeth	3	A 5/2/2017	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
		11/21/2022	11/2023	7	
Josh Stevenson	2	A 11/21/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #6

Established by ORDINANCE 6011 – FEBRUARY 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SIX
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

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PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Six.



City Council Regular Meeting

Agenda Item No. I.8.

Meeting Date: 12/18/2023

Prepared By: Linda Ashby, City Clerk

Approved By:

Caption:

*** BOARD/COMMISSION APPOINTMENT**

Tax Increment Financing Board #7 (3)

Issue:

Mayor David Plyler, Council Member Pam Howeth, and Council Member Daron Holland currently serve on the City's Tax Increment Financing Board #7. Their terms expired in November 2023.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone #7. TIF Zone #7 encompasses the southeast corner of U.S. Highway 75 and F.M. 1417, includes approximately 300 acres, and includes the Legacy Village and Bel Air Village developments.

Origination:

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #7.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments:

1. Tax Increment Reinvestment Zone #7 Roster
2. Tax Increment Reinvestment Zone Board #7 Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #7

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 12/5/2017	11/2018	1	Mayor
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
Pam Howeth	3	A 12/5/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
Daron Holland	4	A 12/5/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #7

Established by RESOLUTION 6301 – NOVEMBER 20, 2017

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

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PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Seven.



City Council Regular Meeting

Agenda Item No. I.9.

Meeting Date: 12/18/2023

Prepared By: Linda Ashby, City Clerk

Approved By:

Caption:

*** BOARD/COMMISSION APPOINTMENT**

Tax Increment Financing Board #8 (3)

Issue:

Council Member Josh Stevenson, Council Member Juston Dobbs, and Council Member Henry Marroquin currently serve on the City's Tax Increment Financing Board #8. Their terms expired in November 2023.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone #8. TIF Zone #8 encompasses Heritage Ranch Residential (east side), along U.S. Hwy 82, and between Plainview Road and Travis Street.

Origination:

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #8.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments:

1. Tax Increment Reinvestment Zone #8 Roster
2. Tax Increment Reinvestment Zone Board #8 Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #8

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson		A 5/2/2022 R 11/21/2022	11/2022 11/2023	1 2	Council Member
Juston Dobbs		A 5/2/2022 R 11/21/2022	11/2022 11/2023	1 2	Council Member
Henry Marroquin		A 5/2/2022 R 11/21/2022	11/2022 11/2023	1 2	Council Member
		A 5/2/2022	11/2022	1	Grayson County Representative
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #8

Established by Ordinance 6476

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, ONE GRAYSON COUNTY REPRESENTATIVE
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER EIGHT
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

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PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Eight. The TIRZ #8 covers the area in Heritage Ranch Residential (East Side), along Hwy 82 and between Plainview Road and Travis Street.



City Council Regular Meeting

Agenda Item No. I.10.

Meeting Date: 12/18/2023

Prepared By: Linda Ashby, City Clerk

Approved By:

Caption:

*** BOARD/COMMISSION APPOINTMENT**

Tax Increment Financing Board #9 (3)

Issue:

Council Member Josh Stevenson, Council Member Juston Dobbs, and Council Member Henry Marroquin currently serve on the City's Tax Increment Financing Board #9. Their terms expired in November 2023.

Background:

The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing (TIF) Reinvestment Zone #9. TIF Zone #9 encompasses Heritage Ranch Commercial (west side), along U.S. Hwy 82, and between Plainview Road, and F.M. 1417 (Heritage Parkway).

Origination:

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council consider appointments to the Tax Increment Financing Board #9.

Alternatives:

The alternative is to delay the appointment of members to this Board.

Attachments:

1. Tax Increment Reinvestment Zone #9 Roster
2. Tax Increment Reinvestment Zone Board #9 Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #9

LENGTH OF TERMS:

Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson		A 5/2/2022 R 11/21/2022	11/2022 11/2023	1 2	Council Member
Juston Dobbs		A 5/2/2022 R 11/21/2022	11/2022 11/2023	1 2	Council Member
Henry Marroquin		A 5/2/2022 R 11/21/2022	11/2022 11/2023	1 2	Council Member
		A 5/2/2022	11/2022	1	Grayson County Representative
Robby Hefton	n/a				City Manager

NOTE:

FACT SHEET

TAX INCREMENT REINVESTMENT ZONE BOARD #9

Established by Ordinance 6477

1. Number of Members: FIVE
2. Term of Appointment: REVIEW ANNUALLY
3. Consecutive Term Rule: N/A
4. Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, ONE GRAYSON COUNTY REPRESENTATIVE
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER EIGHT
7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: N/A

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PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Nine. The TIRZ #9 covers the area in Heritage Ranch Commercial (West Side), along Hwy 82 and between Plainview Road and FM 1417 (Heritage Parkway).