CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JULY 18, 2016
5:00 P.M.

A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER KEVIN COUCH

A. 3. INVOCATION BY COUNCIL MEMBER KEVIN COUCH

A. 4. APPROVE MINUTES OF THE CALLED JOINT MEETING WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES OF JUNE 23, 2016, THE CALLED CITY COUNCIL MEETING OF JULY 5, 2016, AND THE CALLED CITY COUNCIL MEETING OF JULY 12, 2016

Special Presentations

B. 1. RECOGNITION OF OUTGOING COUNCIL MEMBER

Public Hearing

C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5959
Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; Specifying the Terms and Features of Said Certificates; Providing for the Payment of Said Certificates of Obligation by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and a Limited Pledge of the Net Revenues from the Operation of the City's Waterworks and Sewer System; Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Certificates, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement; Providing an Effective Date

C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5960
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 5011 North U.S. Highway 75, being 5.161 acres in the Brown Ricketts Survey, Abstract No. 1153 (Russell Spears, Owner; Rodney Owens, Paramount Senior Living, Prospective Buyer; DFD Architects, Inc., Architect; and Keen Surveying, LLC, Surveyor)

C. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5961**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Skilled Nursing Facility in a C-1 (Retail Business) District/O-1 (75 & 82 Overlay) District at 5011 North U.S. Highway 75, being 5.161 acres in the Brown Ricketts Survey, Abstract No. 1153 (Russell Spears, Owner; Rodney Owens, Paramount Senior Living, Prospective Buyer; DFD Architects, Inc., Architect; and Keen Surveying, LLC, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

C. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5962**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow One-Family Residential Dwelling in a C-1 (Retail Business) District at 715 North Elm Street, being Lot 18, Block 1, L.C. Chapman Addition (Ray and Sarah Beaty, Owners; and Jared Tredway Design, Designer); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

Close Public Hearing and Consider Adoption of Ordinances

C. 5. **ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 5959, 5960, 5961 and 5962

C. 6. **CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

D. 1. **RESOLUTION NO. 6103**
Authorizing the Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for a Transportation Alternatives Program Project (Sherman Streetscape Phase II)

D. 2. **RESOLUTION NO. 6104**
Authorizing Execution of a Developer's Agreement with Zakiah US, LLC % GEES, Inc. for the Construction of Public Facilities in Pebblebrook South Phase III, an 8.99 Acre Subdivision South of Park Street along Southridge Lane in the City of Sherman

Other Business

E. 1. **OTHER BUSINESS**
Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Secretary John Sild and SEDCO President John Plotnik

E. 2. **OTHER BUSINESS**

Receive Presentation on Proposed Changes to the Sherman Code of Ordinances Related to Large Lots

E. 3. **** OTHER BUSINESS***

Consider Request of Austin College to Temporarily Close Certain Streets for the 2016 "A" Run for 'Roos on Saturday, October 15, 2016

E. 4. **** OTHER BUSINESS***

Approve Quarterly Investment Report for Quarter Ended June 30, 2016

E. 5. **** OTHER BUSINESS***

Site Plan Approval and Exception for Fisher Controls International, Inc., Owners; Fisher Controls, Tenant; and Alan McKelva, Representative; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of an Addition for a Powder Paint System for Fisher Controls and Exception under Ordinance No. 2252, Article IV, Section 410 (2) (m) to Allow Painted "R" Type Panels on an Outdoor Cure Oven for a Powder Paint System in Lieu of the Required Masonry in the Blalock Industrial Park District at 4725 South U.S. Highway 75

E. 6. **** OTHER BUSINESS***

Final Plat Approval of Pebblebrook South, Phase III, being 8.99 acres in the Elizabeth Jones Survey, Abstract No. 625; Zakiah US, LLC, Owners; GEES, Inc., Engineer; and Cox Land Surveying Company, Surveyor (2300 blocks of Peggey's Cove and Southridge Lane and 3400-3500 blocks of Hanan Street)

F. **CITIZEN REQUESTS**

G. **MEDIA QUESTIONS**

H. **COUNCIL COMMENTS**

Executive Session

I. 1. **EXECUTIVE SESSION**

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

Section 551.071(1)	Consultation with City Attorney concerning Pending or Contemplated Litigation
Section 551.074	Personnel Matters: (a) Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee

Section 551.087 Deliberation Regarding Economic Development Negotiations:

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

The Council reconvenes into General Session

J. 1. OPEN MEETING

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

Oath of Office

K. 1. OATH OF OFFICE

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on July 14, 2016 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 14th day of July, 2016
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.

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

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	Deputy Mayor	Council Members	
David Plyler	Jason Sofey	Kevin Couch, Council-At-Large, PL #1	Terrence R. Steele, Council – District #2
		Jason Sofey, Council-At-Large, PL #2	Tom Watt, Council – District #3
		Lawrence Davis, Council – District #1	Tammy Johnson, Council – District #4

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. A. 4.**

Meeting Date: 07/18/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE CALLED JOINT MEETING WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES OF JUNE 23, 2016, THE CALLED CITY COUNCIL MEETING OF JULY 5, 2016, AND THE CALLED CITY COUNCIL MEETING OF JULY 12, 2016

Attachments

June 23, 2016

July 5, 2016

July 12, 2016

STATE OF TEXAS §

June 23, 2016

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Joint Meeting of the Sherman City Council and the Sherman Independent School District Board of Trustees was begun and held in the SISD Administration Building, at 2701 Loy Lake Road, on June 23, 2016.

COUNCIL MEMBERS PRESENT: Mayor David Plyler;.
Council Members Couch, Davis, Johnson, Steele, Watt.

COUNCIL MEMBERS ABSENT: Deputy Mayor Jason Sofey.

SISD MEMBERS PRESENT: Tim Millerick, President; Rob Wilson, Vice-President.
Juston Dobbs, Brad Morgan, Hillary Luckett-Clark, Britton Brooks.

SISD MEMBERS ABSENT: Lynn Mitchusson.

CITY STAFF PRESENT: Robby Hefton, City Manager; Don Keene, Assistant City Manager; Brandon Shelby, City Attorney; Linda Ashby, City Clerk.

SISD STAFF PRESENT: Dr. David Hicks, Superintendent; Dr. Tyson Bennett, Assistant Superintendent.

PURPOSE: **Call to Order, Quorum Determined, Meeting Declared Open**

Welcome and Introductions

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

Section 551.071 – Consultation with City Attorney on a Matter in Which the Duty of the City Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter

Section 551.072 – Deliberation Regarding Real Property:
Deliberate Regarding the Purchase, Exchange, Lease or Value of Real Property

Section 551.087 – Deliberation Regarding Economic Development Negotiations:
Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

Open Meeting

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

Comments

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN
Mayor Plyler called the meeting to order at 11:35 a.m., declared a quorum present, and opened the Called City Council Meeting. Tim Millerick, President of the Sherman Independent School District Board of Trustees, declared a quorum present, and opened the SISD Meeting.

WELCOME AND INTRODUCTIONS
Participants got their lunch and then returned to the meeting.

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

Section 551.071 – Consultation with City Attorney on a Matter in Which the Duty of the City Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter

Section 551.072 – Deliberation Regarding Real Property:
Deliberate Regarding the Purchase, Exchange, Lease or Value of Real Property

Section 551.087 – Deliberation Regarding Economic Development Negotiations:
Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 11:47 p.m.

On Motion duly made and carried, the Executive Session recessed at 1:07 and reconvened in Open Meeting.

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

ADJOURNMENT
There being no further business to come before the City Council or the Sherman Independent School District Board of Trustees, motion was duly made and approved to adjourn the Called Meeting at 1:07 p.m.

_____
MAYOR

ATTEST

_____

CITY CLERK

STATE OF TEXAS §

July 5, 2016

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 July 5, 2016.

MEMBERS PRESENT: **MAYOR DAVID PLYLER.**
COUNCIL MEMBERS COUCH, DAVIS, JOHNSON, SOFEY, WATT.

MEMBERS ABSENT: **COUNCIL MEMBER STEELE.**

CALL TO ORDER

CALL TO ORDER
Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were given by Council Member Lawrence Davis.

APPROVE MINUTES

APPROVE MINUTES
The Council reviewed the Minutes of the Regular City Council Meeting of June 6, 2016. Council Member Couch moved to approve the Minutes as presented; Second by Council Member Watt. All present voted AYE.
MOTION CARRIED.

PUBLIC HEARING

INTRODUCTION AND FIRST PUBLIC HEARING OF ORDINANCE NO. 5958

ORD 5958 FIRST PUBLIC HEARING ON TEMPORARY MORATORIUM ON BUILDING PERMITS FOR NEW CONSTRUCTION OR MODIFICATIONS WITHIN 500 FEET OF F.M. 691 AND S.H. 289

Robby Hefton, City Manager, explained the desire for a 90 day moratorium to provide time for the City staff to complete the overlay process. He stated there has been recent activity in this area with items being brought before the Planning & Zoning Committee, but the overlay process must be completed before any new construction could move forward. The plan is to utilize the Highway 1417 overlay as the model for this overlay, revising somewhat as needed. He also noted the party with a newly approved plat, as well as others, have been made aware of the need for this overlay process and are understanding.

Brandon Shelby, City Attorney, provided background noting the development around highways offers significant economic opportunities for the city and it citizens.

He explained the Texas Local Government Code Section 212.134 governs the procedure for implementing a moratorium. Tonight is the first of two public hearings before the City council. The two readings must be read at least four (4) days apart and everything must be completed within a twelve (12) day time frame from the first reading. A public hearing is also required to be held before the Planning and Zoning (P&Z) Committee and that hearing is scheduled for their July 11th Called meeting. The P&Z

Committee will appoint a subcommittee and then meet again after that to finalize the plans.

No Action Taken.

The Public Hearing was closed.

OTHER BUSINESS

CONSIDER CALLING A SPECIAL MEETING OF THE CITY COUNCIL TO HOLD THE SECOND PUBLIC HEARING ON ORDINANCE NO. 5958 TO IMPLEMENT A TEMPORARY MORATORIUM ON BUILDING PERMITS FOR NEW CONSTRUCTION OR MODIFICATIONS WITHIN 500 FEET OF F.M. 691 AND S.H. 289 IN THE CITY LIMITS OF THE CITY OF SHERMAN, TEXAS; PROVIDING FOR THE FOLLOWING FINDINGS OF FACT; ENACTMENT; PROVISIONS, INCLUDING PURPOSE; SCOPE; DEFINITION; PROHIBITIONS; WAIVER; APPEALS PROCESS; AND ENFORCEMENT, INCLUDING CRIMINAL FINES NOT TO EXCEED $2,000.00 AND CIVIL PENALTIES NOT TO EXCEED $1,000.00 PER VIOLATION; PROVIDING FOR AN EFFECTIVE DATE

MEETING FOR SECOND PUBLIC HEARING ON ORD 5958, TEMPORARY MORATORIUM

Robby Hefton advised the Council a meeting could be scheduled for noon or in the evening to accommodate Council Members schedule.

ACTION TAKEN

Motion was made by Council Member Davis to schedule a special meeting of the City Council to hold the Second Public Hearing on Ordinance No 5958 on Tuesday, July 12, 2016 at 12:00 p.m. Second by Council Member Couch.

VOTING AYE: Couch, Davis, Johnson, Sofey, Watt.
VOTING NAY: None.
MOTION CARRIED.

CONSENT AGENDA

CONSENT AGENDA

The Council reviewed the Consent Agenda (Resolutions 6101 and 6102). Deputy Mayor Sofey moved to approve the Consent Agenda, as presented. Second by Council Tom Watt. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 6099 – AUTHORIZING THE EXECUTION OF AN UNIMPROVED PROPERTY CONTRACT WITH WEST CANYON CREEK PROPERTIES, LTD. FOR THE PURCHASE OF 26.333 ACRES OF LAND ADJACENT TO CANYON CREEK DRIVE

RES 6099 PURCHASE OF 26.333 ACRES ADJACENT TO CANYON CREEK DRIVE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN UNIMPROVED PROPERTY CONTRACT WITH WEST CANYON CREEK PROPERTIES, LTD. FOR THE PURCHASE OF 26.333 ACRES OF LAND ADJACENT TO CANYON CREEK DRIVE.

Robby Hefton stated an agreement has been reached with the property owner to purchase this tract of land, with the intention for it to become part of the City's Park inventory, most likely to be used for ball fields. He stated it is a great location and would help meet the need for our current overcrowding of other ball fields.

ACTION TAKEN.

Motion by Council Member Watt to approve Resolution No. 6099, as presented. Second by Council Member Couch.

VOTING AYE: Couch, Davis, Johnson, Sofey, Watt.
VOTING NAY: None.
MOTION CARRIED.

RES 6100 RIGHT OF WAY DEDICATION AGREEMENT

RESOLUTION NO. 6100 – AUTHORIZING THE EXECUTION OF A ROW DEDICATION AGREEMENT WITH WEST CANYON CREEK PROPERTIES, LTD. FOR THE EXTENSION, DEVELOPMENT AND CONSTRUCTION OF CANYON CREEK DRIVE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A ROW DEDICATION AGREEMENT WITH WEST CANYON CREEK PROPERTIES, LTD. FOR THE EXTENSION, DEVELOPMENT AND CONSTRUCTION OF CANYON CREEK DRIVE.

Robby Hefton noted this relates to the previous agenda item. This is the land for the road that we propose to extend Westward from Shady Oaks Lane and extend it Westward all the way to the existing Lamberth Road, which will in the future likely be Friendship Road. This would provide the right of way for Canyon Creek West and along Lamberth Road for expansion.

ACTION TAKEN.

Motion by Council Member Johnson to approve Resolution No. 6100, as presented. Second by Council Member Couch.

VOTING AYE: Couch, Davis, Johnson, Sofey, Watt.
VOTING NAY: None.
MOTION CARRIED.

RES 6101 DEED FOR RESALE OF PROPERTY SEIZED FOR DELINQUENT TAXES

RESOLUTION NO. 6101 – AUTHORIZING THE EXECUTION OF A DEED FOR THE RESALE OF A PROPERTY WITHIN THE SHERMAN CITY LIMITS SEIZED FOR DELINQUENT TAXES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A DEED FOR THE RESALE OF A PROPERTY WITHIN THE SHERMAN CITY LIMITS SEIZED FOR DELINQUENT TAXES.

CONSENT AGENDA.

RES 6102 CONTRACT WITH LYNN

RESOLUTION NO. 6102 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN

VESSELS CONSTRUCTION, LLC FOR THE SHERMAN WATER TREATMENT PLANT EAST SLUDGE BASIN CLEANOUT

VESSELS CONSTRUCTIN FOR SLUDGE BASIN CLEANOUT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTIONS, LLC FOR THE SHERMAN WATER TREATMENT PLAN EAST SLUDGE BASIN CLEANOUT.

CONSENT AGENDA.

REQUEST TO ADVERTISE CONSTRUCTION OF TRAVIS STREET WITHIN SHERMAN CROSSROADS

REQ TO ADVERTISE CONSTRUCTION OF TRAVIS STREET WITHIN SHERMAN CROSSROADS

Robby Hefton explained this project was discussed at the recent Budget Workshop. This would allow the City to advertise for construction and extension of Travis Street Road.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to approve the request to advertise for the construction of Travis Street within Sherman Crossroads, as presented. Second by Council Member Couch.

VOTING AYE: Couch, Davis, Johnson, Sofey, Watt.
VOTING NAY: None.
MOTION CARRIED.

OTHER BUSINESS

CONSIDER CALLING A SPECIAL MEETING OF THE CITY COUNCIL TO PARTICIPATE IN DISCUSSIONS AT THE PARKS AND RECREATION MASTER PLAN COMMUNITY INPUT SESSION ON TUESDAY, JULY 19, 2016

PARKS AND RECREATION MASTER PLAN COMMUNITY INPUT SESSION

Steve Ayers, Director of Community and Support Services, discussed the process of developing a Parks Master Plan, noting this has not been done since 2010. The City has contracted with Duncan, Sims and Stoffels and they have been working on this for several months. Two Public Hearings are required and the second meeting will be held Tuesday, July 19, 2016 at 6:30 p.m. in the Municipal Ballroom. Mr. Ayers noted this meeting is open to the public and input is welcomed.

ACTION TAKEN

Motion by Council Member Couch to approve the scheduling for the Master Plan Community Input Session on July 19, 2016. Second by Council Member Watt.

VOTING AYE: Couch, Davis, Johnson, Sofey, Watt.
VOTING NAY: None.
MOTION CARRIED.

CITIZENS REQUESTS

CITIZENS REQUESTS
Texoma Soccer Association

Kevin Nelson addressed the City Council on behalf of the Texoma Soccer Association and introduced Board Members Kendra Sikes and Scott Payne. He noted there were 934 children that participated this last season and they are expecting over 1,000 this season, with two seasons held each year. Mr. Nelson stated players are from all of outlying cities, but primarily from Sherman. He invited Mayor Plyler down to accept a token of Appreciation, a photo collage, for the City's support. Mayor Plyler thanked the Texoma Soccer Association and encouraged their representatives to attend the upcoming Parks & Recreation Master Plan Input Meeting.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

COUNCIL COMMENTS

Council Member Johnson praised the Lights on the Lake event this past weekend and thanked the staff for working so hard to make this a great event for the community.

Council Member Watt also complimented the Lights on the Lake event, noting the "top notch" entertainment. He also specifically recognized the Street Department for their effort with the event.

Deputy Mayor Sofey stated attendance was great at the Lights on the Lake event and stated the police and fireman did a great job. He noted for such a large group of people, everything went really well. He also expressed his condolences on the death of Greg Ashby, husband of City Clerk, Linda Ashby.

Council Member Lawrence Davis complimented the City staff for a great event at Pecan Grove Park and complimented the citizens for cleaning up after themselves.

Council Member Couch expressed his excitement about the 26 acres being purchased adjacent to Canyon Creek Drive and noted this property will be an asset for Sherman to offer parks and fields to all the County.

MAYOR ANNOUNCEMENT

MAYOR ANNOUNCEMENT

Mayor Plyler announced the Christmas in July event being hosted by the Downtown Sherman Preservation and Revitalization Committee will be held this Saturday, July 9th from 9:00 a.m. to 1:00 p.m. and encouraged everyone to be part of that.

He also reminded everyone there is another great Hot Summer Nights concert planned this Thursday on the Municipal Lawn, with the King David Band performing.

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

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

SECTION 551.074	**PERSONNEL MATTERS: DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE**
SECTION 551.087	**DELIBERATE REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT AND DELIBERATE ANY OFFERS OR INCENTIVES TO THE BUSINESS PROSPECT**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:25 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:38 p.m. and reconvened in Open Meeting.

OPEN MEETING **OPEN MEETING**

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

ADJOURNMENT **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 5:39 p.m.

MAYOR

CITY CLERK

STATE OF TEXAS §

July 12, 2016

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on July 12, 2016.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Jason Sofey. Council Members Couch, Davis, Johnson, Steele, Watt.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: Robby Hefton, City Manager; Brandon Shelby, City Attorney; Scott Shadden, Director of Development Services; Danny Jones, Fire Chief; Jim Cross, Water Systems Manager; Nate Strauch, Communications Manager; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE:

Call to Order, Quorum Determined, Meeting Declared Open

Pledge of Allegiance led by Deputy Mayor Jason Sofey

Invocation by Deputy Mayor Jason Sofey

Second Public Hearing of Ordinance No. 5958
Implementing a Temporary Moratorium on Building Permits for New Construction or Modifications within 500 feet of F.M. 691 and S.H. 289 in the City Limits of the City of Sherman, Texas; Providing for the Following Findings of Fact; Enactment; Provisions, including Purpose; Scope; Definition; Prohibitions; Waiver; Appeals Process; and Enforcement, including Criminal Fines not to exceed $2,000.00 and Civil Penalties not to exceed $1,000.00 per Violation; Providing for an Effective Date

Adoption of Ordinances
Consider Adoption of Ordinance No. 5958

Council Comments

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Plyler called the meeting to order at 12:00 p.m., declared a quorum present, and opened the Called City Council Meeting.

PLEDGE OF ALLEGIANCE LED BY DEPUTY MAYOR JASON SOFEY

INVOCATION BY DEPUTY MAYOR JASON SOFEY

SECOND PUBLIC HEARING OF ORDINANCE NO. 5958

Mayor Plyler called for the second public hearing on Ordinance No. 5958:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, IMPLEMENTING A TEMPORARY MORATORIUM ON BUILDING PERMITS FOR NEW CONSTRUCTION OR

MODIFICATIONS WITHIN 500 FEET OF F.M. 691 AND S.H. 289 IN THE CITY LIMITS OF THE CITY OF SHERMAN, TEXAS; PROVIDING FOR THE FOLLOWING FINDINGS OF FACT; ENACTMENT; PROVISIONS, INCLUDING PURPOSE; SCOPE; DEFINITION; PROHIBITIONS; WAIVER; APPEALS PROCESS; AND ENFORCEMENT, INCLUDING CRIMINAL FINES NOT TO EXCEED $2,000.00 AND CIVIL PENALTIES NOT TO EXCEED $1,000.00 PER VIOLATION; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

Robby Hefton, City Manager, explained that this was the second public hearing on Ordinance 5958. The proposed moratorium was also considered by the Planning and Zoning Commission, and there were no comments. Final action on the Ordinance will be considered at this meeting.

He explained that the temporary moratorium will allow time for the City Council to consider and enact Overlay Ordinances for the two locations. The proposed Overlay Ordinances have also been discussed by the Planning and Zoning Commission and a sub-committee and will be considered by the Commission again in August. The City Council will consider the proposed Overlay District in early September.

No citizens appeared before the City Council to discuss Ordinance No. 5958.

ADOPTION OF ORDINANCES
CONSIDER ADOPTION OF ORDINANCE NO. 5958
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, IMPLEMENTING A TEMPORARY MORATORIUM ON BUILDING PERMITS FOR NEW CONSTRUCTION OR MODIFICATIONS WITHIN 500 FEET OF F.M. 691 AND S.H. 289 IN THE CITY LIMITS OF THE CITY OF SHERMAN, TEXAS; PROVIDING FOR THE FOLLOWING FINDINGS OF FACT; ENACTMENT; PROVISIONS, INCLUDING PURPOSE; SCOPE; DEFINITION; PROHIBITIONS; WAIVER; APPEALS PROCESS; AND ENFORCEMENT, INCLUDING CRIMINAL FINES NOT TO EXCEED $2,000.00 AND CIVIL PENALTIES NOT TO EXCEED $1,000.00 PER VIOLATION; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ACTION TAKEN.
Motion by Council Member Watt to adopt Ordinance No. 5958, as presented. Second by Deputy Mayor Sofey.
VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.
VOTING NAY: None.
MOTION CARRIED.

COUNCIL COMMENTS
PROJECTS AT SHERMAN'S NORTH AND SOUTH GATEWAYS
Deputy Mayor Sofey said it was exciting to have projects at both the north and south gateways of Sherman.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 12:05 p.m.

_____
MAYOR

ATTEST

_____
CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. B. 1.**

Meeting Date: 07/18/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

RECOGNITION OF OUTGOING COUNCIL MEMBER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 1.**

Meeting Date: 07/18/2016

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5959

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; Specifying the Terms and Features of Said Certificates; Providing for the Payment of Said Certificates of Obligation by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and a Limited Pledge of the Net Revenues from the Operation of the City's Waterworks and Sewer System; Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Certificates, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement; Providing an Effective Date

Issue:

To consider all matters incident and related to the issuance and sale of $7,328,000 "City of Sherman, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2016", including the adoption of an ordinance authorizing the issuance of such certificates of obligation

Background:

The Council approved the Notice of Intention to Issue Certificates of Obligation at the June 6, 2016 Council Meeting. This Ordinance authorizes the City to actually issue the Certificates, which will be repaid over twenty years. The proceeds from the issuance are expected to be received in August. Although the Certificates call for a limited pledge of water and sewer revenues as security, the source of repayment will be taxes from the general fund.

The proceeds will be used to finance various street and facility improvement projects authorized by the Council during the fiscal years 2015-2016 and 2016-2017.

Origination:

City Manager's Office

Financial Consideration:

The cost of issuance will be about $78,000.00, which will be netted against the proceeds.

Staff Recommendation:

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

Alternatives:

No alternatives can be recommended by staff at this time.

Attachments

Ordinance No. 5959

Exhibit A - Paying Agent/Registrar Agreement

ORDINANCE NO. 5959

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE NET REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; PROVIDING A REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING 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, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount not to exceed $7,328,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (1) street improvements, including drainage, utility line relocations, bridges, sidewalks, entryways, landscaping, lighting, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, and (2) constructing, renovating, acquiring and equipping facilities for the public safety, library and parks and recreation departments, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, has been duly published in the *Herald Democrat*, a newspaper hereby found and determined to be of general circulation in the City of Sherman, Texas, on June 12, 2016 and June 19, 2016; the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date state therein for the passage of the ordinance authorizing the issuance of such certificates; and

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

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

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

SECTION 1. Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of $7,325,000, to be designated and bear the title "CITY OF SHERMAN, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (1) street improvements, including drainage, utility line relocations, bridges, sidewalks, entryways, landscaping, lighting, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, and (2) constructing, renovating, acquiring and equipping facilities for the public safety, library and parks and recreation departments, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates are issuable in fully registered form only; shall be dated July 15, 2016 (the "Certificate Date") and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on August 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

Year of Stated Maturity	Principal Amount	Interest Rate
2018	$290,000	
2019	300,000	
2020	310,000	
2021	320,000	
2022	330,000	
2023	340,000	
2024	350,000	
2025	360,000	
2026	370,000	
2027	380,000	
2028	390,000	
2029	405,000	
2030	415,000	
2031	430,000	
2032	440,000	
2033	455,000	
2034	465,000	
2035	480,000	
2036	495,000	

The Certificates shall bear interest on the unpaid principal amounts from the date of their delivery to the initial purchasers, anticipated to be August 16, 2016 (the "Delivery Date") at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months); and such interest shall be payable on February 15 and August 15 of each year, commencing August 15, 2017 until maturity or prior redemption.

SECTION 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Clerk are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State of Texas, financial institution or other entity duly qualified and legally authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or upon prior redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in East Syracuse, New York, or with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the

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

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

SECTION 4. Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after August 15, 2026 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2025, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

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

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

Term Certificates due August 15, 20		Term Certificates due August 15, 20	
Redemption Date	Principal Amount	Redemption Date	Principal Amount
August 15, 20	$,000	August 15, 20	$,000
August 15, 20	$,000 (maturity)	August 15, 20	$,000 (maturity)

Term Certificates due August 15, 20		Term Certificates due August 15, 20	
Redemption Date	Principal Amount	Redemption Date	Principal Amount
August 15, 20	$,000	August 15, 20	$,000
August 15, 20	$,000 (maturity)	August 15, 20	$,000 (maturity)

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot, or by any other customary method

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

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

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

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

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

thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

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

SECTION 5. Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

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

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

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

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

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

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

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4, and 5 of this Ordinance relating to the payment, transfer, and exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

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

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 of this Ordinance.

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

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

SECTION 8. Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully-registered certificate in the total principal amount stated in Section 1 above with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchasers or the designee thereof. The Initial Certificate(s) shall be submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchasers, or the designee thereof. Any time after the delivery of the Initial Certificate(s) and pursuant to written instructions from the initial purchasers, or the designee thereof, the Paying Agent/Registrar shall cancel the Initial Certificate(s) and exchange it for the definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified for such purpose; all pursuant to and in accordance with such written instructions from the initial purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on

Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the certificate.

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

(b) Form of Definitive Certificates.

REGISTERED REGISTERED
NO._____ $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS, COMBINATION
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION,
SERIES 2016

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP No.:	Delivery Date:
July 15, 2016	_____%	August 15, 20____	_____	August 16, 2016

Registered Owner:

Principal Amount:

The City of Sherman (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Grayson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the Delivery Date) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2017, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while

this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for a payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $7,325,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (1) street improvements, including drainage, utility line relocations, bridges, sidewalks, entryways, landscaping, lighting, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, and (2) constructing, renovating, acquiring and equipping facilities for the public safety, library and parks and recreation departments, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

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

Term Certificates due August 15, 20		Term Certificates due August 15, 20	
Redemption Date	Principal Amount	Redemption Date	Principal Amount
August 15, 20	$,000	August 15, 20	$,000
August 15, 20	$,000 (maturity)	August 15, 20	$,000 (maturity)

Term Certificates due August 15, 20		Term Certificates due August 15, 20	
Redemption Date	Principal Amount	Redemption Date	Principal Amount
August 15, 20	$,000	August 15, 20	$,000
August 15, 20	$,000 (maturity)	August 15, 20	$,000 (maturity)

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

The Certificates maturing on and after August 15, 2026, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 2025, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

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

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

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

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized

agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

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

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforestated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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

CITY OF SHERMAN, TEXAS

_____

Mayor

COUNTERSIGNED:

_____

City Clerk

(SEAL)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated offices of the Paying Agent/Registrar located in East Syracuse, New York, is the "Designated Payment/Transfer Office" for this Certificate.

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

Registration Date:

_____

By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address and zip code of transferee): _____
_____
_____
(Social Security or other identifying number_____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

_____

_____

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

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

REGISTERED
NO. T-1

REGISTERED
$7,325,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS,
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION,
SERIES 2016

Certificate Date:
July 15, 2016

Delivery Date:
August 16, 2016

Registered Owner:

Principal
Amount: SEVEN MILLION THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS

The City of Sherman (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Grayson, State of Texas, for value received,

acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in the years and in principal installments in accordance with the following schedule:

Year of Stated Maturity	Principal Installments	Interest Rate(s)

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

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the Certificate Date at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing August 15, 2017, until maturity or prior redemption. Principal installments of this Certificate are payable at its Stated Maturity or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in East Syracuse, New York (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/ Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10. Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

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

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

(c) The term "Certificates" shall mean the "City of Sherman, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2016" authorized by this Ordinance.

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

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

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

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

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

(i) The term "Operating and Maintenance Expenses" shall mean all current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining "Net Revenues".

Depreciation charges shall not be considered Operating and Maintenance Expenses. Operating and Maintenance Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods, services, or facilities for the System to the extent authorized by law and the provisions of such contract.

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

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

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(k) The term "Previously Issued Certificates" shall mean the outstanding "City of Sherman, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2008", dated March 1, 2008, originally issued in the principal amount of $5,000,000, the outstanding "City of Sherman, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2009", dated April 1, 2009, originally issued in the principal amount of $5,000,000, and the outstanding "City of Sherman, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2009A", dated September 1, 2009, originally issued in the principal amount of $3,500,000,

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

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

SECTION 11. Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2016 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND", and all moneys deposited to the credit of such Fund shall be kept and maintained in a

special banking account a depository bank of the City. The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Clerk of the City, individually or collectively, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

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

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

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

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

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to

pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

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

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

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

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

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

SECTION 14. System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "Water and Sewer System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of reasonable and proper Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues of the System.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment of the limited amount pledged to the payment of the Previously Issued Certificates and the Certificates.

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

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

SECTION 16. Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or

obligations set forth in this Ordinance, the Holder of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

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

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

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

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

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

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

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

this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 21. Mutilated, Destroyed, Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 22. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

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

within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

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

SECTION 23. Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and in Section 39 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition or rescission.

SECTION 24. Covenants to Maintain Tax-Exempt Status.

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

"Closing Date" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

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

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

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

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

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

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

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

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

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

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

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

than a state or local government, unless such use is solely as a member of the general public; and

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

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

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

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

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

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

(1) the City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments

thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

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

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

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

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

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance or City Clerk, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Certificates to be "qualified tax exempt obligations" in that the Certificates are not "private activity bonds" as defined in the Code and the reasonably anticipated amount of "qualified tax exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year of 2016 will not exceed $10,000,000.

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

SECTION 26. Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance or City Clerk, one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated July 18, 2016, in the offering, sale and delivery of the Certificates to the public.

SECTION 27. Proceeds of Sale. The proceeds of sale of the Certificates, excluding the accrued interest received from the Purchasers, amounts to pay costs of issuance, premium in the amount of $_____ and amounts to pay municipal bond insurance premium, shall be deposited in a construction fund maintained at the City's depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Premium in the above amount as

well as all surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

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

SECTION 29. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

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

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

SECTION 31. Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued.

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

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

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

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

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

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

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

SECTION 39. Continuing Disclosure Undertaking.

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

"*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 2016, financial information and operating data with respect to the City of the general type included in the final Official Statement in Appendix A, and (2) within twelve months after the end of each fiscal year of the City beginning in the year 2016, 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 D to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

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

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

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

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

the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

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

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

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

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

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM

ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

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

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

SECTION 40. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, and City Clerk are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Certificates. In addition, prior to the delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, City Clerk or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the

Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

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

SECTION 42. Contracts with Financial Advisor and/or Bond Counsel. The Council authorizes the Mayor and/or the City Manager, or his designee, to take all actions necessary to execute any necessary financial advisory contracts with SAMCO Capital Markets, Inc., as the financial advisor to the City (the "Financial Advisor"). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Certificates. In addition, the Council also authorizes the Mayor and/ or City Manager, or his designee, to take all actions necessary to execute any necessary engagement agreement with Norton Rose Fulbright US LLP, as the Bond Counsel to the City.

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

SECTION 44. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

[remainder of page left blank intentionally]

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

[signature page of Ordinance]

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of July 18, 2016 (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 (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, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2016" (the "Securities"), dated July 15, 2016, such Securities scheduled to be delivered to the initial purchasers thereof on or about August 16, 2016; 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.

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 <u>Definitions</u>. 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:

First Class/Registered/Certified	Express Delivery/Courier	By Hand Only
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East 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 National Association of Securities Dealers, 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 bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative 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 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

Attest:

_____

Title: _____

CITY OF SHERMAN, TEXAS

By: _____
Mayor

Address: 2200 West Mulberry Street
Sherman, Texas 75090

Attest:

_____
City Secretary

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 2.**

Meeting Date: 07/18/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5960

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 5011 North U.S. Highway 75, being 5.161 acres in the Brown Ricketts Survey, Abstract No. 1153 (Russell Spears, Owner; Rodney Owens, Paramount Senior Living, Prospective Buyer; DFD Architects, Inc., Architect; and Keen Surveying, LLC, Surveyor)

Issue:

To consider the request of Russell Spears (Owner), Rodney Owens, Paramount Senior Living (Prospective Buyer), DFD Architects, Inc. (Architect) and Keen Surveying, LLC (Surveyor) concerning the property at 5011 North U.S. Highway 75, being 5.161 acres in the Brown Ricketts Survey, Abstract No. 1153 for a zone change and site plan approval from an R-1 (One Family Residential) District to a C-1 (Retail Business) District

Background:

The property is located at 5011 North U.S. Highway 75; the northeast corner of U.S. Highway 75 and Fallon Drive. The property is zoned an R-1 (One Family Residential) District and is located in the O-1 (75 & 82) Overlay District.

The prospective buyers would like to change the zoning on the property from an R-1 (One Family Residential) District to a C-1 (Retail Business) District and apply for a Specific Use Permit for a skilled nursing facility. The building will be a single story wood frame structure with a combination of cement fiber board lap siding and masonry veneer. The building will be 54,400 square feet, will have 159 beds, and 92 parking spaces will be provided.

Origination:

Russell Spears (Owner)
Rodney Owens, Paramount Senior Living (Prospective Buyer)
DFD Architects, Inc. (Architect)
Keen Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 21, 2016 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5960
Location Map
Zoning Map
Zoning Photo
Narrative
Survey
Site Plan
Elevations
P&Z Communication

ORDINANCE NO. 5960

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 5011 NORTH U.S. HIGHWAY 75, BEING 5.161 ACRES IN THE BROWN RICKETTS SURVEY, ABSTRACT NO. 1153 (RUSSELL SPEARS, OWNER; RODNEY OWENS, PARAMOUNT SENIOR LIVING, PROSPECTIVE BUYER; DFD ARCHITECTS, INC., ARCHITECT; AND KEEN SURVEYING, LLC, SURVEYOR); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the C-1 (Retail Business) District at 5011 North U.S. Highway 75, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING a 5.161 acre tract of land situated in the Browns Ricketts Survey, Abstract No. 1153 and being part of a called 40.075 acre tract of land conveyed to J. William Russell, Jr., John Alexander Spears, Bradford Lee Spears, Elizabeth Halsell Spears-Voiles, Russell Charles Spears, William C. Marshall and Scott Marshall as recorded in Volume 1661, Page 403, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

BEGINNING at a set 1/2" rebar with plastic id cap stamped KEEN 6588 at the Northeast corner of said 40.075 acre tract of land;

THENCE South 02°02'52" East, along the East line of said 40.075 acre tract, a distance of 291.84 feet to a set ½" rebar with plastic id cap stamped KEEN 6588;

THENCE South 01°19'41" West, along said East line of 40.075 acre a distance of 329.94 feet to a set ½" rebar with plastic id cap stamped KEEN 6588 on the North right of way line of Fallon Drive;

THENCE North 61°34'33" West, along said North right of way line, a distance of 544.46 feet to a found 2 ½" brass cap in concrete on the East right of way line of U.S. Highway 75;

THENCE North 13°58'26" West, along said East right of way line, a distance of 97.62 feet to a found 2 ½" brass cap in concrete;

THENCE North 28°23'20" East, along said East right of way line, a distance of 179.95 feet to a found disturbed right of way monument;

THENCE North 39°49’49" East, along said East right of way line, a distance of 150.06 feet to a found ½” rebar with no cap on the North line of said 40.075 acre tract;

THENCE South 88°55'53" East, leaving said East right of way line and along the North line of said 40.075 acre tract, a distance of 317.97 feet to the **POINT OF BEGINNING, CONTAINING 5.161 ACRES OF LAND…….....**

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

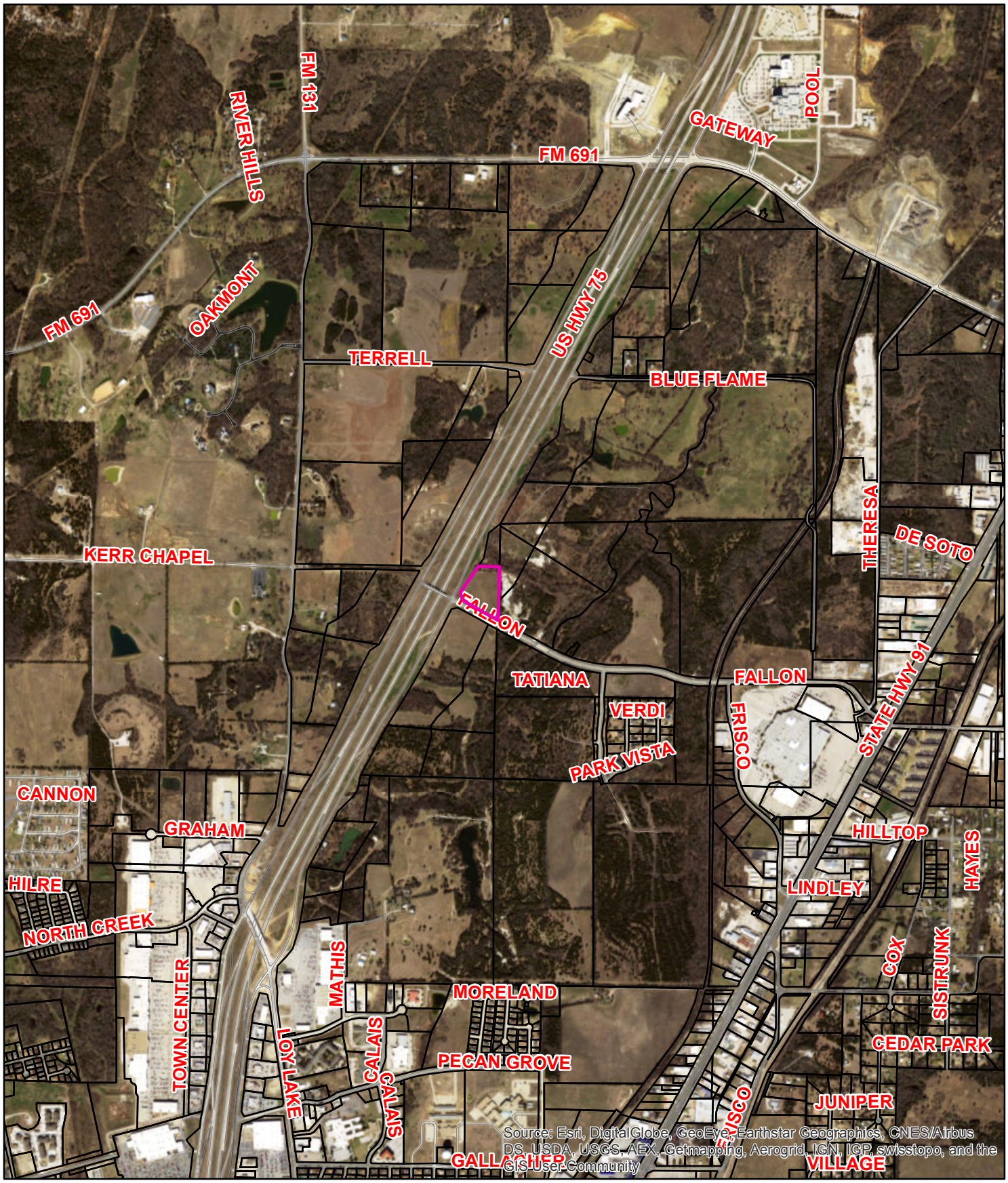
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



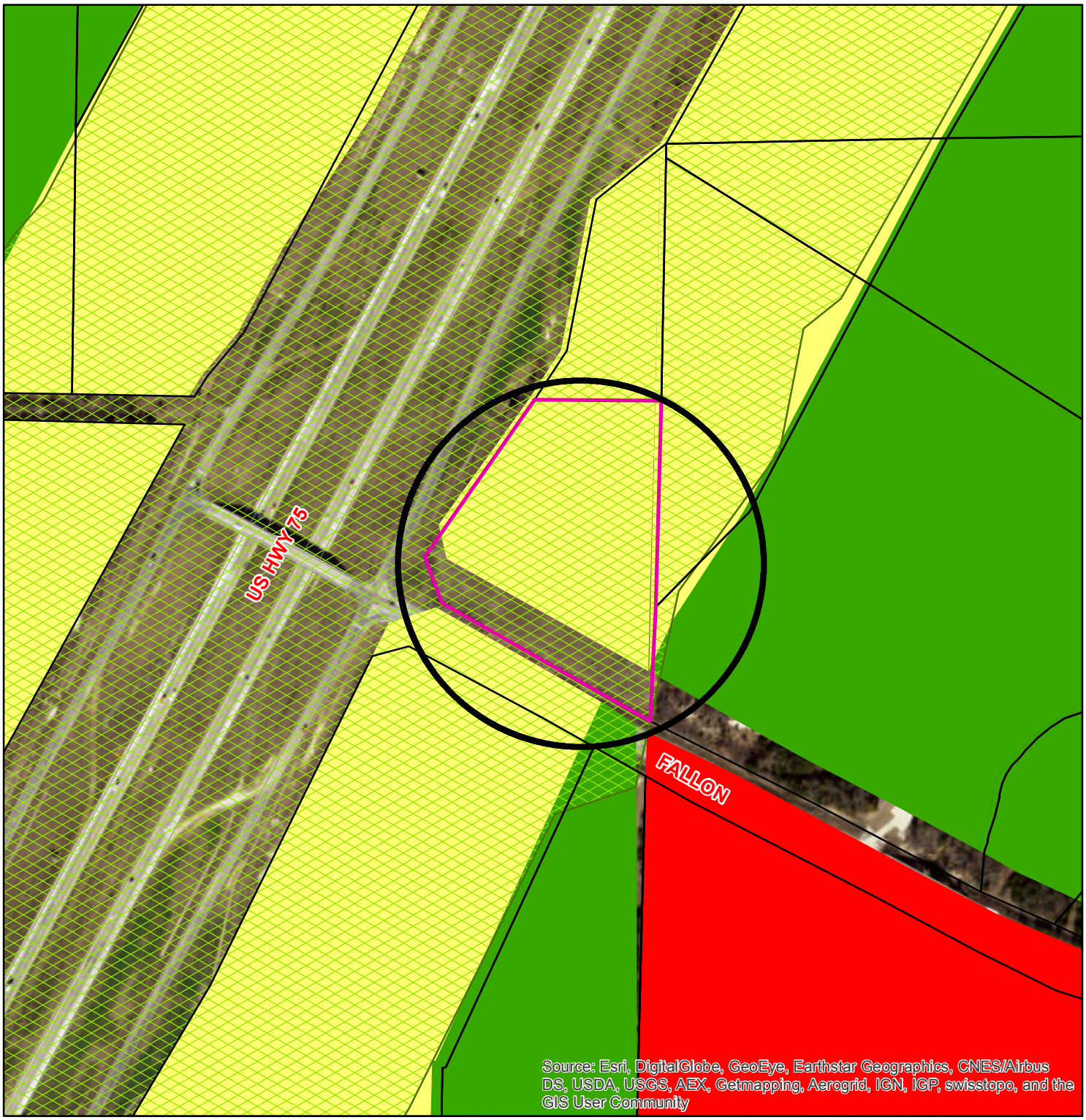
Sherman
CLASSIC TOWN. BROAD HORIZON.

5011 N. U.S. Highway 75

NOT TO SCALE

1 in = 1,667 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 5011 N. U.S. Highway 75

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District

Sherman
CLASSIC TOWN. BROAD HORIZON.

NOT TO SCALE

1 in = 300 ft

City of Sherman, Texas
Developmental Services Department

5011 N. Highway 75

DFD ARCHITECTS INC

May 25, 2016

City of Sherman, Texas
Planning and Zoning Commission
220 West Mulberry Street
Sherman, Texas 75090

Re: Proposed Zoning Change for a 5.161 Acre site located at the corner of HWY 75 and Fallon Drive
Part of the Brown and Ricketts Survey abstract no. 1553 Vol. 1661 Page 403

To The PNZ Commissioners,

We respectfully submit the following summary in order to best describe the proposed project.

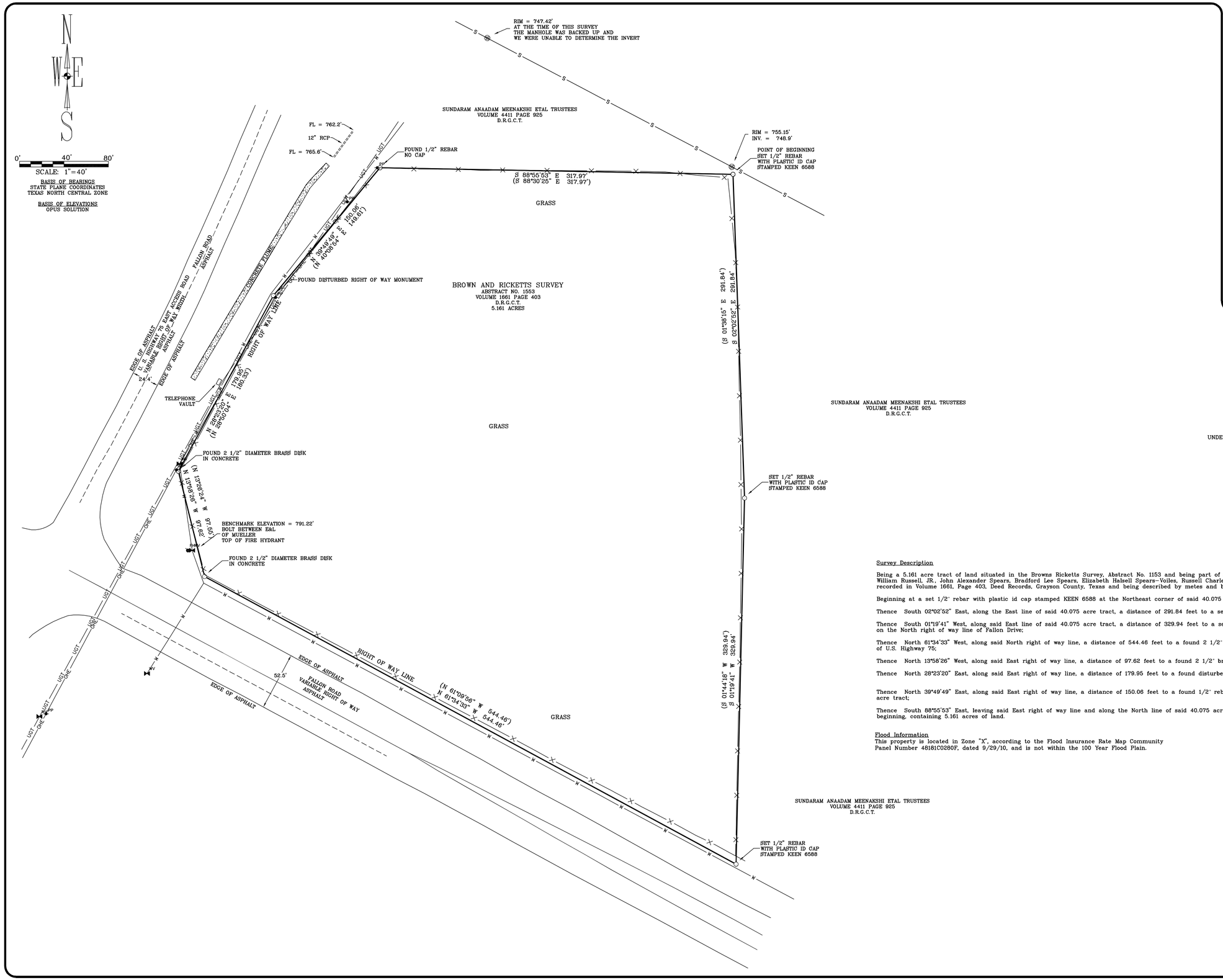
This will be a Skilled Nursing Facility. A single story wood frame structure with a combination of cement fiber board lap siding and masonry veneer. Gabled metal roofs and exposed wood structure. The facility will be 54,400 overall square feet.

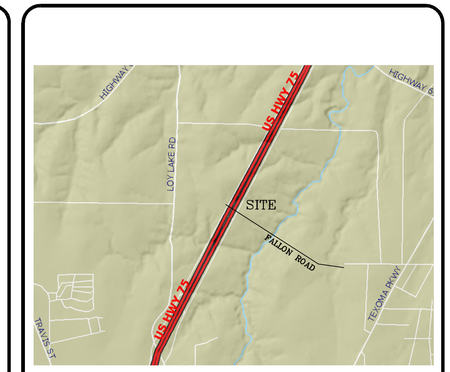
We look forward to working with the City of Sherman and its citizens to provide a first rate Skilled Nursing Facility that will serve the Community for years to come.

Thank you for your time and assistance in this project

Sincerely,

David V. Harris
Project Manager
dharris@dfdarch.com
o-512.259.4175 ext. 205
m-512.762.89224





LOCATION MAP

LEGEND

- CORNER AS NOTED
- POWER POLE — PP
- WATER VALVE — WV
- SANITARY SEWER MAN-HOLE
- FIRE HYDRANT — FH
- TRACT BOUNDARY LINE
- FENCE LINE
- WATER LINE — W
- UNDERGROUND TELEPHONE LINE — UGT
- OVERHEAD POWER LINE — OHE
- SEWER LINE — S
- SPOT ELEVATIONS — 756.07
- (DEEDED BEARING AND DISTANCE)
- D.R.G.C.T. — DEED RECORDS GRAYSON COUNTY TEXAS

Survey Description

Being a 5.161 acre tract of land situated in the Browns Ricketts Survey, Abstract No. 1153 and being part of a called 40.075 acre tract of land conveyed to J. William Russell, JR., John Alexander Spears, Bradford Lee Spears, Elizabeth Halsell Spears-Volles, Russell Charles Spears, William C. Marshall and Scott Marshall as recorded in Volume 1661, Page 403, Deed Records, Grayson County, Texas and being described by metes and bounds as follows;

Beginning at a set 1/2" rebar with plastic id cap stamped KEEN 6588 at the Northeast corner of said 40.075 acre tract of land.

Thence South 02°02'52" East, along the East line of said 40.075 acre tract, a distance of 291.84 feet to a set 1/2" rebar with plastic id cap stamped KEEN 6588;

Thence South 01°19'41" West, along said East line of said 40.075 acre tract, a distance of 329.94 feet to a set 1/2" rebar with plastic id cap stamped KEEN 6588 on the North right of way line of Fallon Drive;

Thence North 61°34'33" West, along said North right of way line, a distance of 544.46 feet to a found 2 1/2" brass cap in concrete on the East right of way line of U.S. Highway 75;

Thence North 13°58'26" West, along said East right of way line, a distance of 97.62 feet to a found 2 1/2" brass cap in concrete;

Thence North 28°23'20" East, along said East right of way line, a distance of 179.95 feet to a found disturbed right of way monument;

Thence North 39°49'49" East, along said East right of way line, a distance of 150.06 feet to a found 1/2" rebar with no cap on the North line of said 40.075 acre tract;

Thence South 88°55'53" East, leaving said East right of way line and along the North line of said 40.075 acre tract, a distance of 317.97 feet to the point of beginning, containing 5.161 acres of land.

Flood Information

This property is located in Zone "X", according to the Flood Insurance Rate Map Community Panel Number 48181C0280F, dated 9/29/10, and is not within the 100 Year Flood Plain.

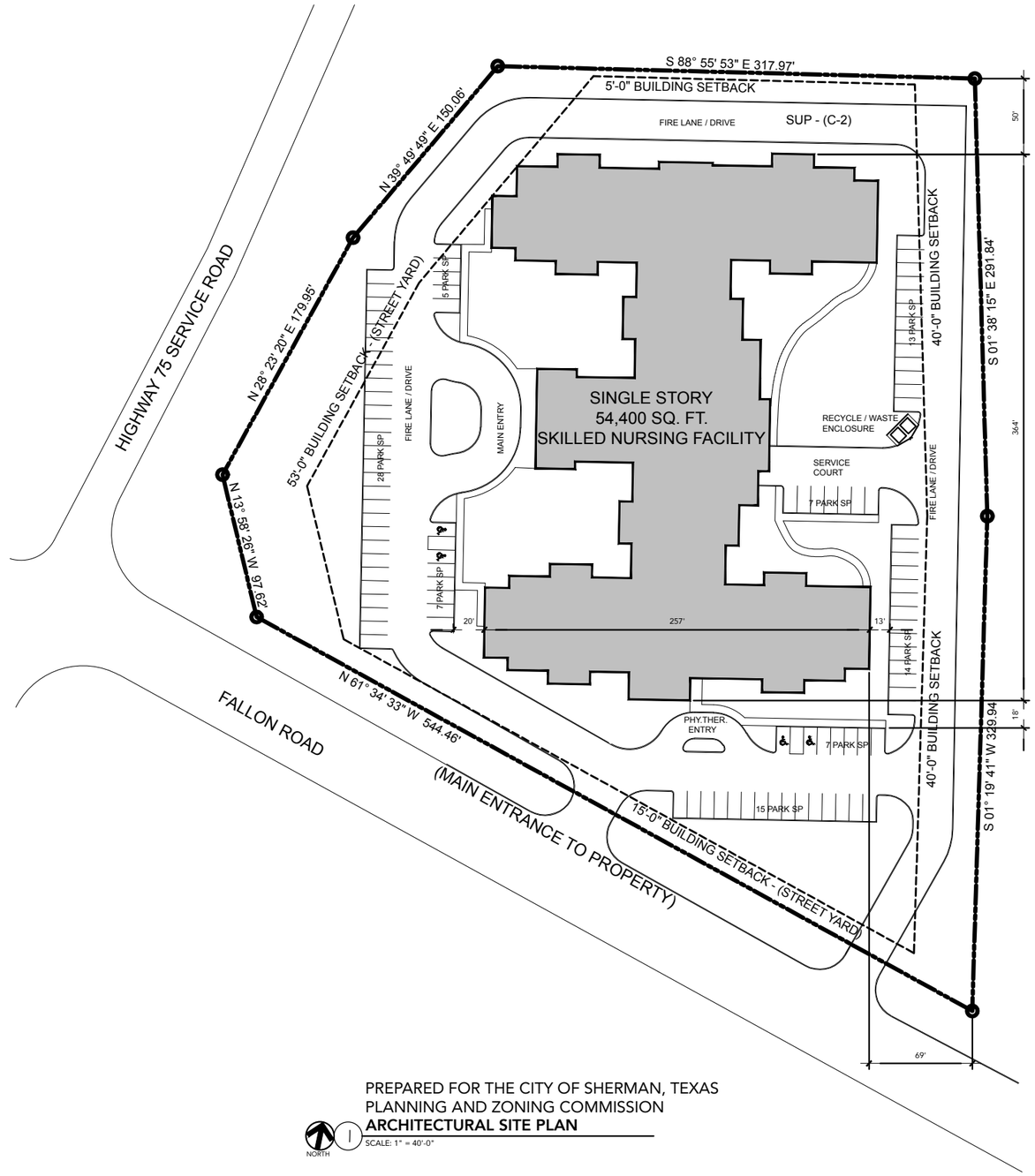
STATE OF TEXAS
REGISTERED
BRIAN KEEN
6588
PROFESSIONAL
LAND SURVEYOR

MAP PREPARED FOR:
JOHN THOMAS ENGINEERING

FIRM #10194183

KEEN SURVEYING, LLC
203 SOUTH MAIN STREET P.O. BOX 234
SALEM, ARKANSAS 72576
TEL (870) 895-3600 FAX (870) 895-3614
EMAIL: BRIAN@KEENSURVEYING.COM
WWW.KEENSURVEYING.COM

DATE: 4/19/16
SCALE: 1"= 40'
DRAWN BY: B.KEEN
CHECKED BY: B.KEEN
JOB #1278.147



PREPARED FOR THE CITY OF SHERMAN, TEXAS
PLANNING AND ZONING COMMISSION

ARCHITECTURAL SITE PLAN

NORTH 1 SCALE: 1" = 40'-0"

City of Sherman, Texas.
Planning & Zoning Commission Members

Joe Gilbert, Chair

Kyle Patterson, Vice-Chair

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Clay Mahone, Commissioner

Jeff Adams, Commissioner

Staff Representatives

Scott Shadden
Director Developmental Services
903-892-7229

Patsy Reeves
Administrative Secretary
903-892-7229

City of Sherman, Texas.
220 West Mulberry Street
Sherman, Texas. 75090

Zoning Information

Currently Zoned: R-1

Proposed Zoning: SUP (under the C-2 and O-1 (75 & 82) Overlay District Guidelines)

Area Calculations

Overall Lot Size - 224,814 Sq. Ft.

Building Footprint - 54,400 Sq. Ft.
Drives and Walks - 72,665 Sq. Ft.
Total Impervious - 127,065 Sq. Ft.

127,065 Sq. Ft. / 224,814 Sq. Ft. = 57% Impervious Coverage

Parking Calculations

Per Ordinance: 1 Space for every 3 Beds

159 Beds Total / 3 Beds=
53 Spaces Required.

Total Number of Spaces Provided:
96 Spaces. (92 Regular Spaces. 4 Accessible Spaces)

NORTH 2 **VICINITY MAP**
SCALE: N.T.S.

NORTH 3 **AERIAL PHOTO**
SCALE: N.T.S.

Landscape Requirements

Tree Survey indicating species and caliber of tree has not yet been developed for this project.

Proposed Project will adhere to Section 17 of the City of Sherman Residential and Commercial Tree Preservation Guidelines.

(PROPOSED SITE DOES NOT HAVE EXISTING TREES)

REVISIONS:

DATE:
MAY 26, 2016

SHERMAN SKILLED NURSING FACILITY

OWNER:
Paramount Senior Living
403 Alexandria Circle
Southlake, Texas 76092

DFD ARCHITECTS INC
P.O. Box 826, Lewisville, TX 75067
Phone: 972-219-9172

PROJECT LOCATION:
The Corner of Fallon Road and Highway 75
Sherman, TX 75090

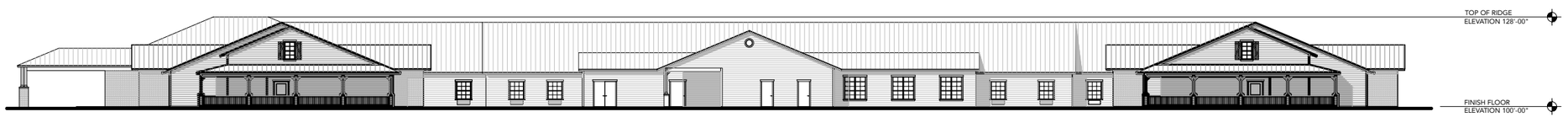
This document is not for regulatory approval, permitting or construction

SITE PLAN FOR PNZ

AS100

1 **FRONT ELEVATION**
SCALE: 1/16" = 1'-0"

PREPARED FOR THE CITY OF SHERMAN, TEXAS
PLANNING AND ZONING COMMISSION



2 **REAR ELEVATION**
SCALE: 1/16" = 1'-0"

3 **SIDE ELEVATION**
SCALE: 1/16" = 1'-0"

4 **SIDE ELEVATION**
SCALE: 1/16" = 1'-0"

City of Sherman, Texas.
Planning & Zoning Commission Members

Joe Gilbert, Chair

Kyle Patterson, Vice-Chair

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Clay Mahone, Commissioner

Jeff Adams, Commissioner

Staff Representatives

Scott Shadden
Director Developmental Services
903-892-7229

Patsy Reeves
Administrative Secretary
903-892-7229

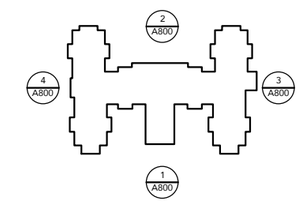
City of Sherman, Texas.
220 West Mulberry Street
Sherman, Texas. 75090

Zoning Information

Currently Zoned: R-1
Proposed Zoning: SUP (under the C-2 Guidelines)

Height Restrictions

Per Ordinance: Max. 35'-0" or 2 Stories



Key Plan: N.T.S.

REVISIONS:

DATE:
MAY 26, 2016

SHERMAN SKILLED NURSING FACILITY

OWNER:
Paramount Senior Living
403 Alexandria Circle
Southlake, Texas 76092

PROJECT LOCATION:
The Corner of Fallon Road and Highway 75
Sherman, TX 75090

DFD ARCHITECTS INC
P.O. Box 626, Lavon, TX 75166
Phone: 512-276-4172

This document is not for regulatory approval, permitting or construction

ELEVATIONS FOR PNZ

A800

Planning & Zoning Commission and Board of Adjustments **Agenda Item No. 13.**

Meeting Date: 06/21/2016

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Joe Gilbert, Chairman	
Kyle Patterson, Vice-Chairman	Sean Vanderveer, Commissioner
Sam Thorpe, Commissioner	Shawn Davis, Commissioner
Eric Elliott, Commissioner	Jeff Adams, Commissioner
Chris Vellotti, Commissioner	Clay Mahone, Commissioner

Requested Action/Proposed Use:

5011 N. U.S. HIGHWAY 75

The request of Russell Spears (Owner), Rodney Owens, Paramount Senior Living (Prospective Buyer), DFD Architects, Inc. (Architect) and Keen Surveying, LLC (Surveyor) concerning the property at 5011 North U.S. Highway 75, being 5.161 acres in the Brown Ricketts Survey, Abstract No. 1153, as follows;

Planning and Zoning Commission

- Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One Family Residential) District to a C-1 (Retail Business) District.
- Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a skilled nursing facility in a C-1 (Retail Business) District/O-1 (75 & 82 Overlay) District.

Background:

The property is located at 5011 North U.S. Highway 75; the northeast corner of U.S. Highway 75 and Fallon Drive. The property is zoned an R-1 (One Family Residential) District and is located in the O-1 (75 & 82) Overlay District.

The prospective buyers would like to change the zoning on the property from an R-1 (One Family Residential) District to a C-1 (Retail Business) District and apply for a Specific Use Permit for a skilled nursing facility. The building will be a single story wood frame structure with a combination of cement fiber board lap siding and masonry veneer. The building will be 54,400 square feet, will have 159 beds and 92 parking spaces will be provided.

Adjacent Zoning:

R-1 (One Family Residential) District
SF-1 (Single Family Residential) District
C-1 (Retail Business) District

Origination:

Russell Spears (Owner)
Rodney Owens, Paramount Senior Living (Prospective Buyer)
DFD Architects, Inc. (Architect)
Keen Surveying, LLC (Surveyor)

Master Plan Designation:

Suburban Commercial - Suburban character primarily from reduced site coverage relative to more auto-oriented commercial development. Especially at key community entries and along high-profile corridors, may also involve other criteria to yield less intensive and more attractive development outcomes relative to auto-oriented areas, including higher standards for landscaping (along street frontages and within parking areas), signs, and building design. Range of commercial retail and service uses, at varying scales and intensities depending on the site.

Number of notices mailed:

1

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Photo
Narrative
Survey
Site Plan
Elevations
Floor Plan
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 3.**

Meeting Date: 07/18/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5961

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Skilled Nursing Facility in a C-1 (Retail Business) District/O-1 (75 & 82 Overlay) District at 5011 North U.S. Highway 75, being 5.161 acres in the Brown Ricketts Survey, Abstract No. 1153 (Russell Spears, Owner; Rodney Owens, Paramount Senior Living, Prospective Buyer; DFD Architects, Inc., Architect; and Keen Surveying, LLC, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

Issue:

To consider the request of Russell Spears (Owner), Rodney Owens, Paramount Senior Living (Prospective Buyer), DFD Architects, Inc. (Architect) and Keen Surveying, LLC (Surveyor) concerning the property at 5011 North U.S. Highway 75, being 5.161 acres in the Brown Ricketts Survey, Abstract No. 1153 for a a Specific Use Permit to allow a skilled nursing facility in a C-1 (Retail Business) District

Background:

The property is located at 5011 North U.S. Highway 75; the northeast corner of U.S. Highway 75 and Fallon Drive. The property is zoned an R-1 (One Family Residential) District and is located in the O-1 (75 & 82) Overlay District.

The prospective buyers would like to change the zoning on the property from an R-1 (One Family Residential) District to a C-1 (Retail Business) District and apply for a Specific Use Permit for a skilled nursing facility. The building will be a single story wood frame structure with a combination of cement fiber board lap siding and masonry veneer. The building will be 54,400 square feet, will have 159 beds, and 92 parking spaces will be provided.

Origination:

Russell Spears (Owner)
Rodney Owens, Paramount Senior Living (Prospective Buyer)
DFD Architects, Inc. (Architect)
Keen Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 21, 2016 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5961
Location Map
Zoning Map
Zoning Photo
Narrative
Survey
Site Plan
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 5961

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SKILLED NURSING FACILITY IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82 OVERLAY) DISTRICT AT 5011 NORTH U.S. HIGHWAY 75, BEING 5.161 ACRES IN THE BROWN RICKETTS SURVEY, ABSTRACT NO. 1153 (RUSSELL SPEARS, OWNER; RODNEY OWENS, PARAMOUNT SENIOR LIVING, PROSPECTIVE BUYER, DFD ARCHITECTS, INC., ARCHITECT AND KEEN SURVEYING, LLC, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the passage of this ordinance, Russell Spears (Owner), Rodney Owens, Paramount Senior Living (Prospective Buyer), DFD Architects, Inc. (Architect) and Keen Surveying, LLC (Surveyor) are granted a Specific Use Permit to allow a skilled nursing facility in a C-1 (Retail Business) District/O-1 (75 & 82 Overlay) District at 5011 North U.S. Highway 75, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING a 5.161 acre tract of land situated in the Browns Ricketts Survey, Abstract No. 1153 and being part of a called 40.075 acre tract of land conveyed to J. William Russell, Jr., John Alexander Spears, Bradford Lee Spears, Elizabeth Halsell Spears-Voiles, Russell Charles Spears, William C. Marshall and Scott Marshall as recorded in Volume

1661, Page 403, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

BEGINNING at a set 1/2" rebar with plastic id cap stamped KEEN 6588 at the Northeast corner of said 40.075 acre tract of land;

THENCE South 02°02'52" East, along the East line of said 40.075 acre tract, a distance of 291.84 feet to a set ½" rebar with plastic id cap stamped KEEN 6588;

THENCE South 01°19'41" West, along said East line of 40.075 acre a distance of 329.94 feet to a set ½" rebar with plastic id cap stamped KEEN 6588 on the North right of way line of Fallon Drive;

THENCE North 61°34'33" West, along said North right of way line, a distance of 544.46 feet to a found 2 ½" brass cap in concrete on the East right of way line of U.S. Highway 75;

THENCE North 13°58'26" West, along said East right of way line, a distance of 97.62 feet to a found 2 ½" brass cap in concrete;
THENCE North 28°23'20" East, along said East right of way line, a distance of 179.95 feet to a found disturbed right of way monument;

THENCE North 39°49'49" East, along said East right of way line, a distance of 150.06 feet to a found ½" rebar with no cap on the North line of said 40.075 acre tract;

THENCE South 88°55'53" East, leaving said East right of way line and along the North line of said 40.075 acre tract, a distance of 317.97 feet to the **POINT OF BEGINNING, CONTAINING 5.161 ACRES OF LAND…….....**

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning:

1. All aspects of the C-1 (Retail Business) District, the O-1 (75 & 82 Overlay) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted.
3. Fallon Drive is considered to be a major thoroughfare and has a setback requirement of 25'. Chapter 14, Section 7, Subsection (5).
4. The building shall not exceed 45 feet in height.
5. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt
6. All parking shall be on private property and shall not encroach into the Highway 75 access road or Fallon Drive right-of-way.
7. Parking shall be provided for (1) one space for every (3) three beds; a parking space is considered to be 9' x 20'.

8. A minimum 6' screening height is required abutting any residential uses unless an exception is granted.
9. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
10. Any structures, signs, etc. built over any utility or drainage easement will require an encroachment easement from the City Council and utility providers.
11. One (1) freestanding sign is allowed per development lot.
12. Review the zoning and development ordinance for additional requirements.
13. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

14. Driveway approaches and sidewalks shall conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
15. The location of the trash receptors must be approved by the Director of Public Works.
16. Verify Right of Way along Fallon Drive.
17. Detention Required.
18. Platting of the property is required.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed $2,000.00.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

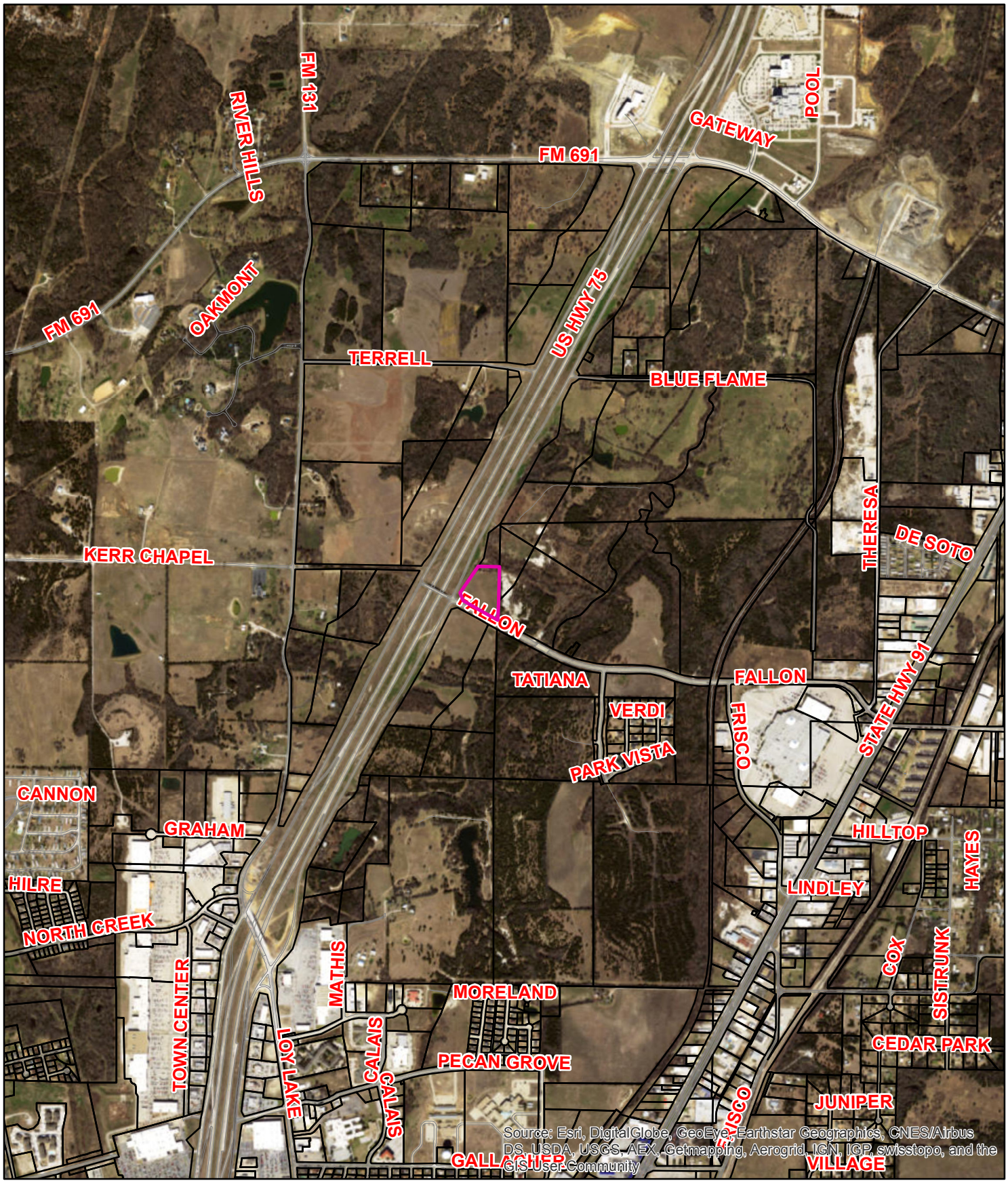
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



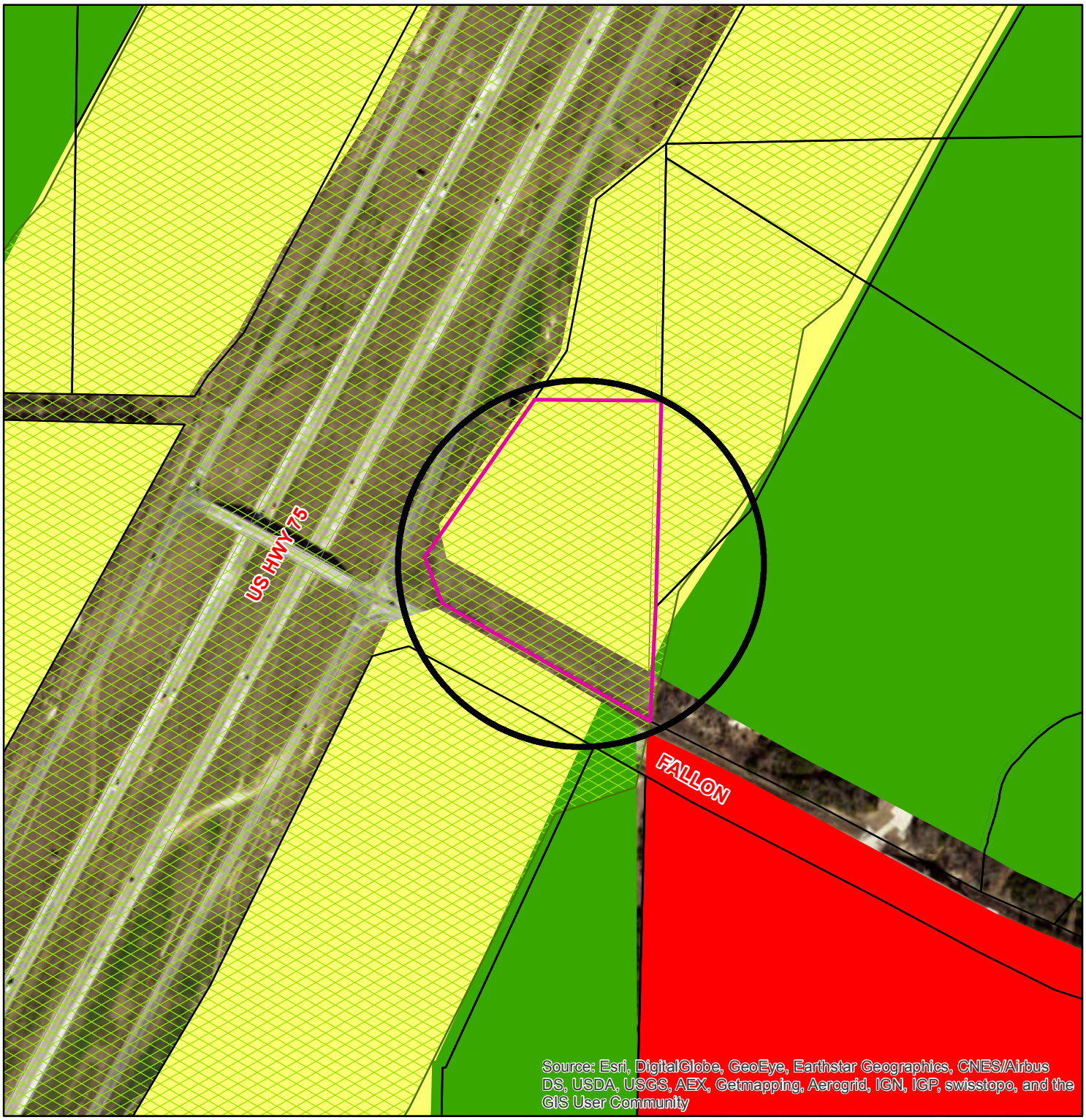
Sherman
CLASSIC TOWN. BROAD HORIZON.

5011 N. U.S. Highway 75

NOT TO SCALE

1 in = 1,667 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 5011 N. U.S. Highway 75

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
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- SF-1 Single Family Residential District

Sherman
CLASSIC TOWN. BROAD HORIZON.

NOT TO SCALE

1 in = 300 ft

City of Sherman, Texas
Developmental Services Department

5011 N. Highway 75

DFD ARCHITECTS INC

May 25, 2016

City of Sherman, Texas
Planning and Zoning Commission
220 West Mulberry Street
Sherman, Texas 75090

Re: Proposed Zoning Change for a 5.161 Acre site located at the corner of HWY 75 and Fallon Drive
Part of the Brown and Ricketts Survey abstract no. 1553 Vol. 1661 Page 403

To The PNZ Commissioners,

We respectfully submit the following summary in order to best describe the proposed project.

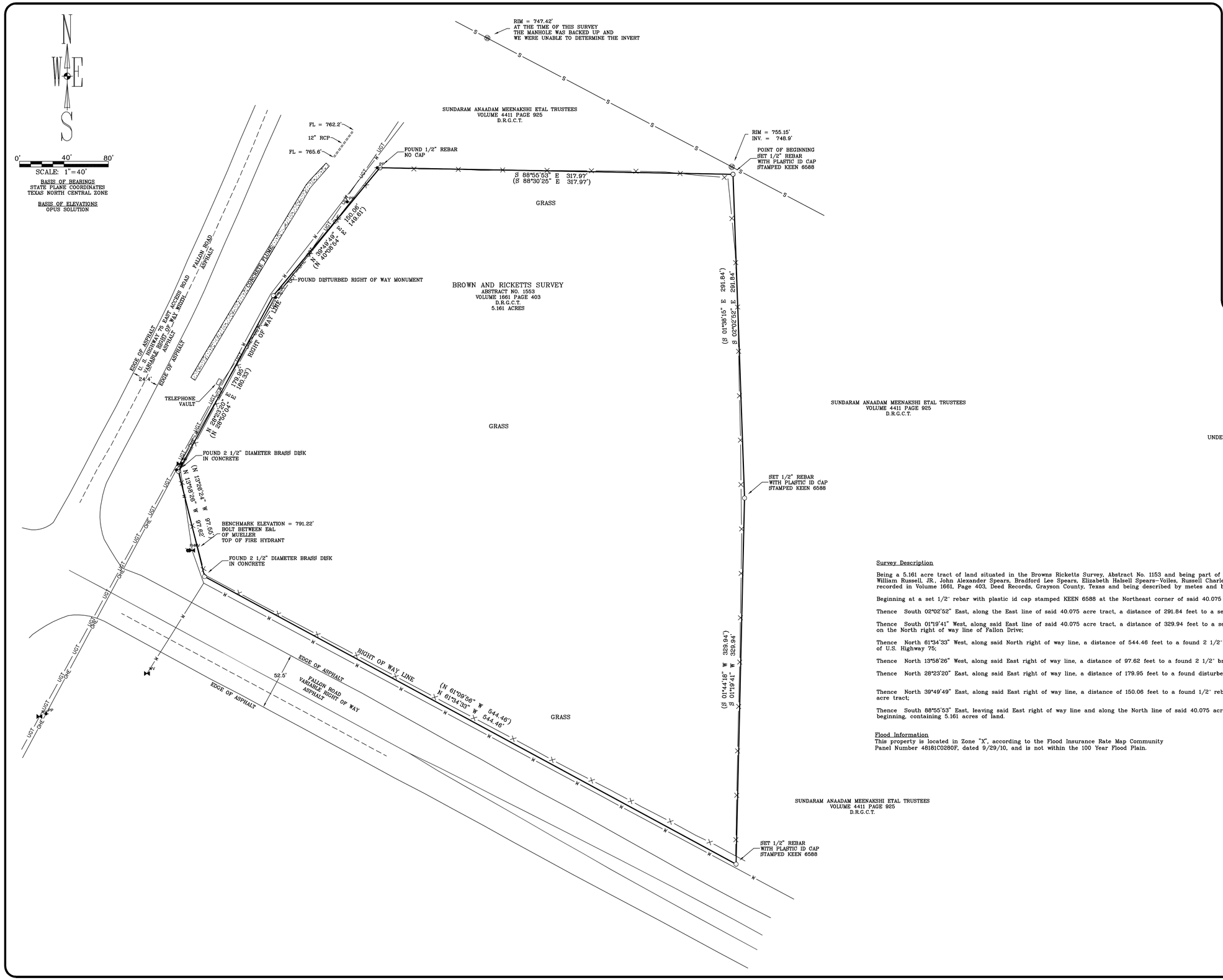
This will be a Skilled Nursing Facility. A single story wood frame structure with a combination of cement fiber board lap siding and masonry veneer. Gabled metal roofs and exposed wood structure. The facility will be 54,400 overall square feet.

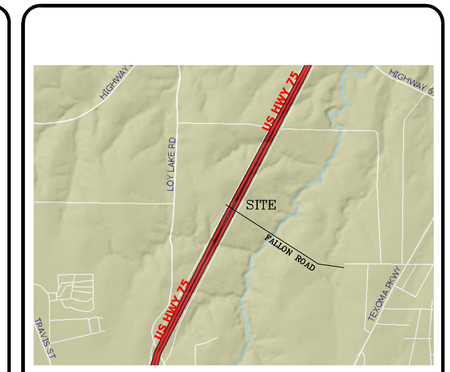
We look forward to working with the City of Sherman and its citizens to provide a first rate Skilled Nursing Facility that will serve the Community for years to come.

Thank you for your time and assistance in this project

Sincerely,

David V. Harris
Project Manager
dharris@dfdarch.com
o-512.259.4175 ext. 205
m-512.762.89224





LOCATION MAP

LEGEND

- CORNER AS NOTED
- POWER POLE — PP
- WATER VALVE — WV
- SANITARY SEWER MAN-HOLE
- FIRE HYDRANT — FH
- TRACT BOUNDARY LINE
- FENCE LINE
- WATER LINE — W
- UNDERGROUND TELEPHONE LINE — UGT
- OVERHEAD POWER LINE — OHE
- SEWER LINE — S
- SPOT ELEVATIONS — 756.07
- (DEEDED BEARING AND DISTANCE)
- D.R.G.C.T. — DEED RECORDS GRAYSON COUNTY TEXAS

Survey Description

Being a 5.161 acre tract of land situated in the Browns Ricketts Survey, Abstract No. 1153 and being part of a called 40.075 acre tract of land conveyed to J. William Russell, JR., John Alexander Spears, Bradford Lee Spears, Elizabeth Halsell Spears-Volles, Russell Charles Spears, William C. Marshall and Scott Marshall as recorded in Volume 1661, Page 403, Deed Records, Grayson County, Texas and being described by metes and bounds as follows;

Beginning at a set 1/2" rebar with plastic id cap stamped KEEN 6588 at the Northeast corner of said 40.075 acre tract of land.

Thence South 02°02'52" East, along the East line of said 40.075 acre tract, a distance of 291.84 feet to a set 1/2" rebar with plastic id cap stamped KEEN 6588;

Thence South 01°19'41" West, along said East line of said 40.075 acre tract, a distance of 329.94 feet to a set 1/2" rebar with plastic id cap stamped KEEN 6588 on the North right of way line of Fallon Drive;

Thence North 61°34'33" West, along said North right of way line, a distance of 544.46 feet to a found 2 1/2" brass cap in concrete on the East right of way line of U.S. Highway 75;

Thence North 13°58'26" West, along said East right of way line, a distance of 97.62 feet to a found 2 1/2" brass cap in concrete;

Thence North 28°23'20" East, along said East right of way line, a distance of 179.95 feet to a found disturbed right of way monument;

Thence North 39°49'49" East, along said East right of way line, a distance of 150.06 feet to a found 1/2" rebar with no cap on the North line of said 40.075 acre tract;

Thence South 88°55'53" East, leaving said East right of way line and along the North line of said 40.075 acre tract, a distance of 317.97 feet to the point of beginning, containing 5.161 acres of land.

Flood Information

This property is located in Zone "X", according to the Flood Insurance Rate Map Community Panel Number 48181C0280F, dated 9/29/10, and is not within the 100 Year Flood Plain.

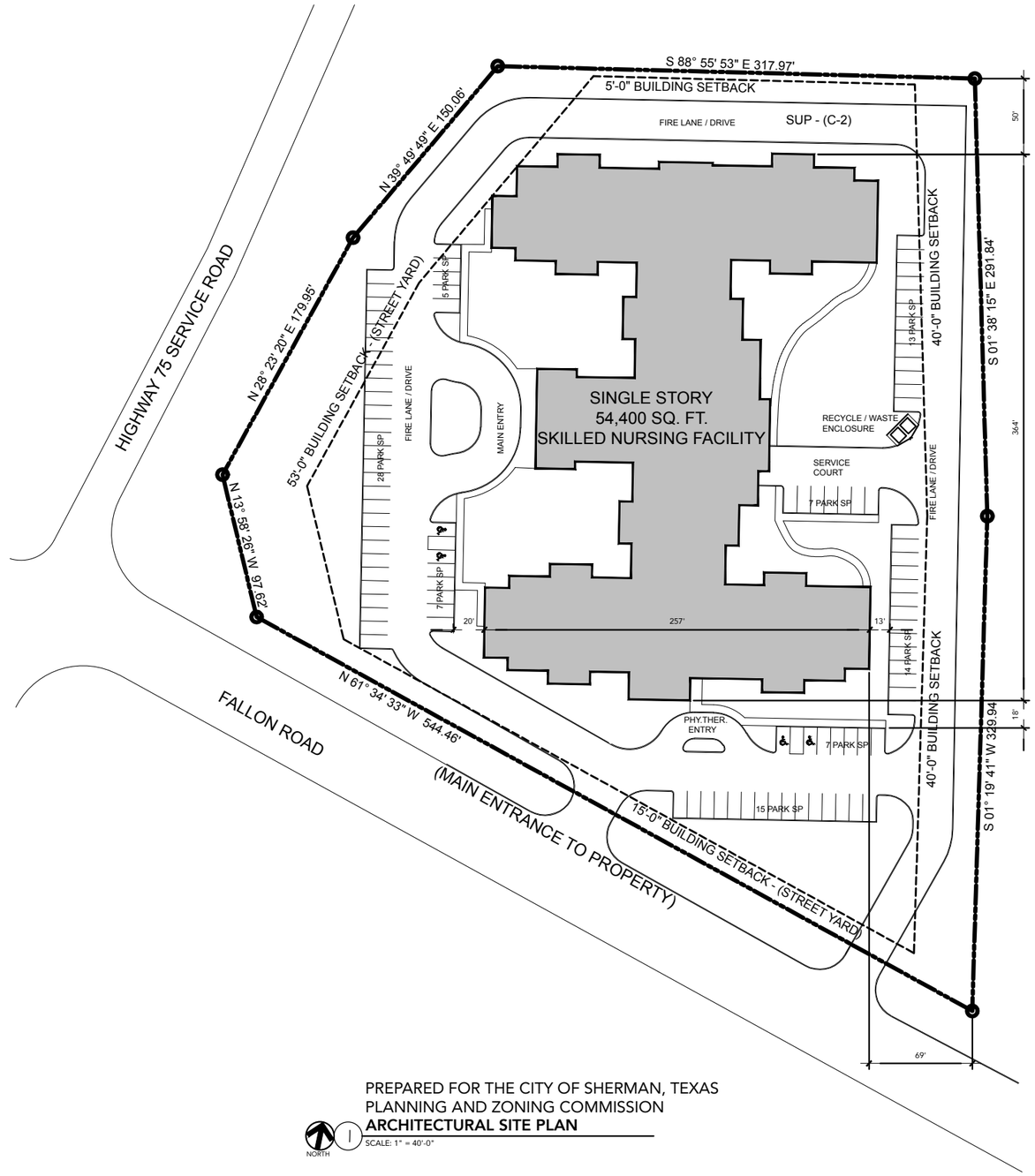
STATE OF TEXAS
REGISTERED
BRIAN KEEN
6588
PROFESSIONAL
LAND SURVEYOR

MAP PREPARED FOR:
JOHN THOMAS ENGINEERING

FIRM #10194183

KEEN SURVEYING, LLC
203 SOUTH MAIN STREET P.O. BOX 234
SALEM, ARKANSAS 72576
TEL (870) 895-3600 FAX (870) 895-3614
EMAIL: BRIAN@KEENSURVEYING.COM
WWW.KEENSURVEYING.COM

DATE: 4/19/16
SCALE: 1"= 40'
DRAWN BY: B.KEEN
CHECKED BY: B.KEEN
JOB #1278.147



PREPARED FOR THE CITY OF SHERMAN, TEXAS
PLANNING AND ZONING COMMISSION

ARCHITECTURAL SITE PLAN

NORTH 1 SCALE: 1" = 40'-0"

City of Sherman, Texas.
Planning & Zoning Commission Members

Joe Gilbert, Chair

Kyle Patterson, Vice-Chair

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Clay Mahone, Commissioner

Jeff Adams, Commissioner

Staff Representatives

Scott Shadden
Director Developmental Services
903-892-7229

Patsy Reeves
Administrative Secretary
903-892-7229

City of Sherman, Texas.
220 West Mulberry Street
Sherman, Texas. 75090

Zoning Information

Currently Zoned: R-1

Proposed Zoning: SUP (under the C-2 and O-1 (75 & 82) Overlay District Guidelines)

Area Calculations

Overall Lot Size - 224,814 Sq. Ft.

Building Footprint - 54,400 Sq. Ft.
Drives and Walks - 72,665 Sq. Ft.
Total Impervious - 127,065 Sq. Ft.

127,065 Sq. Ft. / 224,814 Sq. Ft. = 57% Impervious Coverage

Parking Calculations

Per Ordinance: 1 Space for every 3 Beds

159 Beds Total / 3 Beds=
53 Spaces Required.

Total Number of Spaces Provided:
96 Spaces. (92 Regular Spaces. 4 Accessible Spaces)

NORTH 2 **VICINITY MAP**
SCALE: N.T.S.

NORTH 3 **AERIAL PHOTO**
SCALE: N.T.S.

Landscape Requirements

Tree Survey indicating species and caliber of tree has not yet been developed for this project.

Proposed Project will adhere to Section 17 of the City of Sherman Residential and Commercial Tree Preservation Guidelines.

(PROPOSED SITE DOES NOT HAVE EXISTING TREES)

REVISIONS:

DATE:
MAY 26, 2016

SHERMAN SKILLED NURSING FACILITY

OWNER:
Paramount Senior Living
403 Alexandria Circle
Southlake, Texas 76092

DFD ARCHITECTS INC
P.O. Box 826, Lewisville, TX 75067
Phone: 972-219-9172

PROJECT LOCATION:
The Corner of Fallon Road and Highway 75
Sherman, TX 75090

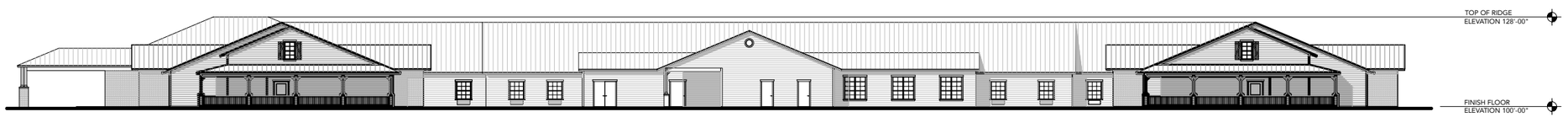
This document is not for regulatory approval, permitting or construction

SITE PLAN FOR PNZ

AS100

1 **FRONT ELEVATION**
SCALE: 1/16" = 1'-0"

PREPARED FOR THE CITY OF SHERMAN, TEXAS
PLANNING AND ZONING COMMISSION



2 **REAR ELEVATION**
SCALE: 1/16" = 1'-0"

3 **SIDE ELEVATION**
SCALE: 1/16" = 1'-0"

4 **SIDE ELEVATION**
SCALE: 1/16" = 1'-0"

City of Sherman, Texas.
Planning & Zoning Commission Members

Joe Gilbert, Chair

Kyle Patterson, Vice-Chair

Sam Thorpe, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Clay Mahone, Commissioner

Jeff Adams, Commissioner

Staff Representatives

Scott Shadden
Director Developmental Services
903-892-7229

Patsy Reeves
Administrative Secretary
903-892-7229

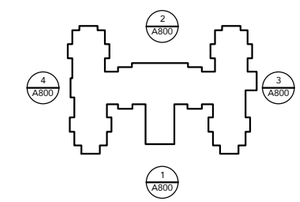
City of Sherman, Texas.
220 West Mulberry Street
Sherman, Texas. 75090

Zoning Information

Currently Zoned: R-1
Proposed Zoning: SUP (under the C-2 Guidelines)

Height Restrictions

Per Ordinance: Max. 35'-0" or 2 Stories



Key Plan: N.T.S.

REVISIONS:

DATE:
MAY 26, 2016

SHERMAN SKILLED NURSING FACILITY

OWNER:
Paramount Senior Living
403 Alexandria Circle
Southlake, Texas 76092

PROJECT LOCATION:
The Corner of Fallon Road and Highway 75
Sherman, TX 75090

DFD ARCHITECTS INC
P.O. Box 626, Lavon, TX 75166
Phone: 512-276-4172

This document is not for regulatory approval, permitting or construction

ELEVATIONS FOR PNZ

A800

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

June 15, 2016

Russell Spears
% Fincher Farm
727 Westwood Dr.
Sherman, TX 75092

Rodney Owens
403 Alexandria Cir.
Southlake, TX 76092

Keen Surveying, LLC
PO Box 234
Salem, AR 72576

DFD Architects, Inc.
David V. Harris
305 W. Willis Street, Ste. 101
Leander, TX 78646

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a skilled nursing facility in a C-1 (Retail Business) District/O-1 (75 & 82 Overlay) District for the property located at 5011 North U.S. Highway 75 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 21, 2016 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the C-1 (Retail Business) District, the O-1 (75 & 82 Overlay) District, the sign ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Masonry or equivalent shall be required on the sides of all commercial buildings visible from the front street right-of-way unless an exception is granted.
3. Fallon Drive is considered to be a major thoroughfare and has a setback requirement of 25'. Chapter 14, Section 7, Subsection (5).
4. The building shall not exceed 45 feet in height.
5. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt
6. All parking shall be on private property and shall not encroach into the Highway 75 access road or Fallon Drive right-of-way.
7. Parking shall be provided for (1) one space for every (3) three beds; a parking space is considered to be 9' x 20'.
8. A minimum 6' screening height is required abutting any residential uses unless an exception is granted.
9. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
10. Any structures, signs, etc. built over any utility or drainage easement will require an encroachment easement from the City Council and utility providers.
11. One (1) freestanding sign is allowed per development lot.
12. Review the zoning and development ordinance for additional requirements.
13. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

14. Driveway approaches and sidewalks shall conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.

15. The location of the trash receptors must be approved by the Director of Public Works.
16. Verify Right of Way along Fallon Drive.
17. Detention Required.
18. Platting of the property is required.

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

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

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

Respectfully,

Scott Shadden

Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., City Engineer
Don Keene, Asst. City Manager
Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Dir. Of Community and Support Services

Planning & Zoning Commission and Board of Adjustments **Agenda Item No. 13.**

Meeting Date: 06/21/2016

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Joe Gilbert, Chairman	
Kyle Patterson, Vice-Chairman	Sean Vanderveer, Commissioner
Sam Thorpe, Commissioner	Shawn Davis, Commissioner
Eric Elliott, Commissioner	Jeff Adams, Commissioner
Chris Vellotti, Commissioner	Clay Mahone, Commissioner

Requested Action/Proposed Use:

5011 N. U.S. HIGHWAY 75

The request of Russell Spears (Owner), Rodney Owens, Paramount Senior Living (Prospective Buyer), DFD Architects, Inc. (Architect) and Keen Surveying, LLC (Surveyor) concerning the property at 5011 North U.S. Highway 75, being 5.161 acres in the Brown Ricketts Survey, Abstract No. 1153, as follows;

Planning and Zoning Commission

- Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One Family Residential) District to a C-1 (Retail Business) District.
- Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a skilled nursing facility in a C-1 (Retail Business) District/O-1 (75 & 82 Overlay) District.

Background:

The property is located at 5011 North U.S. Highway 75; the northeast corner of U.S. Highway 75 and Fallon Drive. The property is zoned an R-1 (One Family Residential) District and is located in the O-1 (75 & 82) Overlay District.

The prospective buyers would like to change the zoning on the property from an R-1 (One Family Residential) District to a C-1 (Retail Business) District and apply for a Specific Use Permit for a skilled nursing facility. The building will be a single story wood frame structure with a combination of cement fiber board lap siding and masonry veneer. The building will be 54,400 square feet, will have 159 beds and 92 parking spaces will be provided.

Adjacent Zoning:

R-1 (One Family Residential) District
SF-1 (Single Family Residential) District
C-1 (Retail Business) District

Origination:

Russell Spears (Owner)
Rodney Owens, Paramount Senior Living (Prospective Buyer)
DFD Architects, Inc. (Architect)
Keen Surveying, LLC (Surveyor)

Master Plan Designation:

Suburban Commercial - Suburban character primarily from reduced site coverage relative to more auto-oriented commercial development. Especially at key community entries and along high-profile corridors, may also involve other criteria to yield less intensive and more attractive development outcomes relative to auto-oriented areas, including higher standards for landscaping (along street frontages and within parking areas), signs, and building design. Range of commercial retail and service uses, at varying scales and intensities depending on the site.

Number of notices mailed:

1

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Photo
Narrative
Survey
Site Plan
Elevations
Floor Plan
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 4.**

Meeting Date: 07/18/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5962

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow One-Family Residential Dwelling in a C-1 (Retail Business) District at 715 North Elm Street, being Lot 18, Block 1, L.C. Chapman Addition (Ray and Sarah Beaty, Owners; and Jared Tredway Design, Designer); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

Issue:

To consider the request of Ray & Sarah Beaty (Owners) and Jared Tredway Design (Designer) concerning the property at 715 North Elm Street, being Lot 18, Block 1, L.C. Chapman Addition for a Specific Use Permit to allow one-family residential dwelling in a C-1 (Retail Business) District

Background:

The property is located at 715 North Elm Street, between Brockett Street and the Sam Rayburn Freeway access road; it is zoned a C-1 (Retail Business) District.

This location is the proposed site for a single family wood frame residence that could have commercial use as well. The vertical fall across the site is significant, making it a challenging site for development. The proposed building makes use of the fall by way of a daylight basement with two additional levels above. The building has been designed with potential future conversion of the lower level daylight basement similar to the current downtown development standards, the lower level could serve as a commercial use for the resident above. The design of the building was kept in mind with the historic buildings in the area. There is an existing storage building located on the lot that will remain.

Origination:

Ray and Sarah Beaty (Owners)
Jared Tredway Design (Designer)

Financial Consideration:

None

Staff Recommendation:

At the June 21, 2016 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5962
Location Map
Zoning Map
Zoning Photo
Narrative
Site Plan
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 5962

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW ONE-FAMILY RESIDENTIAL DWELLING IN A C-1 (RETAIL BUSINESS) DISTRICT AT 715 NORTH ELM STREET, BEING LOT 18, BLOCK 1, L. C. CHAPMAN ADDITION (RAY AND SARAH BEATY, OWNERS; AND JARED TREDWAY DESIGN, DESIGNER); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the passage of this ordinance, Ray & Sarah Beaty (Owners) and Jared Tredway Design (Designer) are granted a Specific Use Permit to allow one-family residential dwelling in a C-1 (Retail Business) District at 715 North Elm Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 18, Block 1, L. C. Chapman Addition

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning:

1. All aspects of the C-1 (Retail Business) District and the Residential Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).

3. Parking shall be provided for one space per bedroom; a parking space is considered to be 9'x20' concrete or asphalt
4. A minimum 6' screening height is required abutting any residential uses unless an exception is granted.
5. Review the zoning and development ordinance for additional requirements.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. Two car parking that exits to the North shall be moved to exit to the East.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed $2,000.00.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

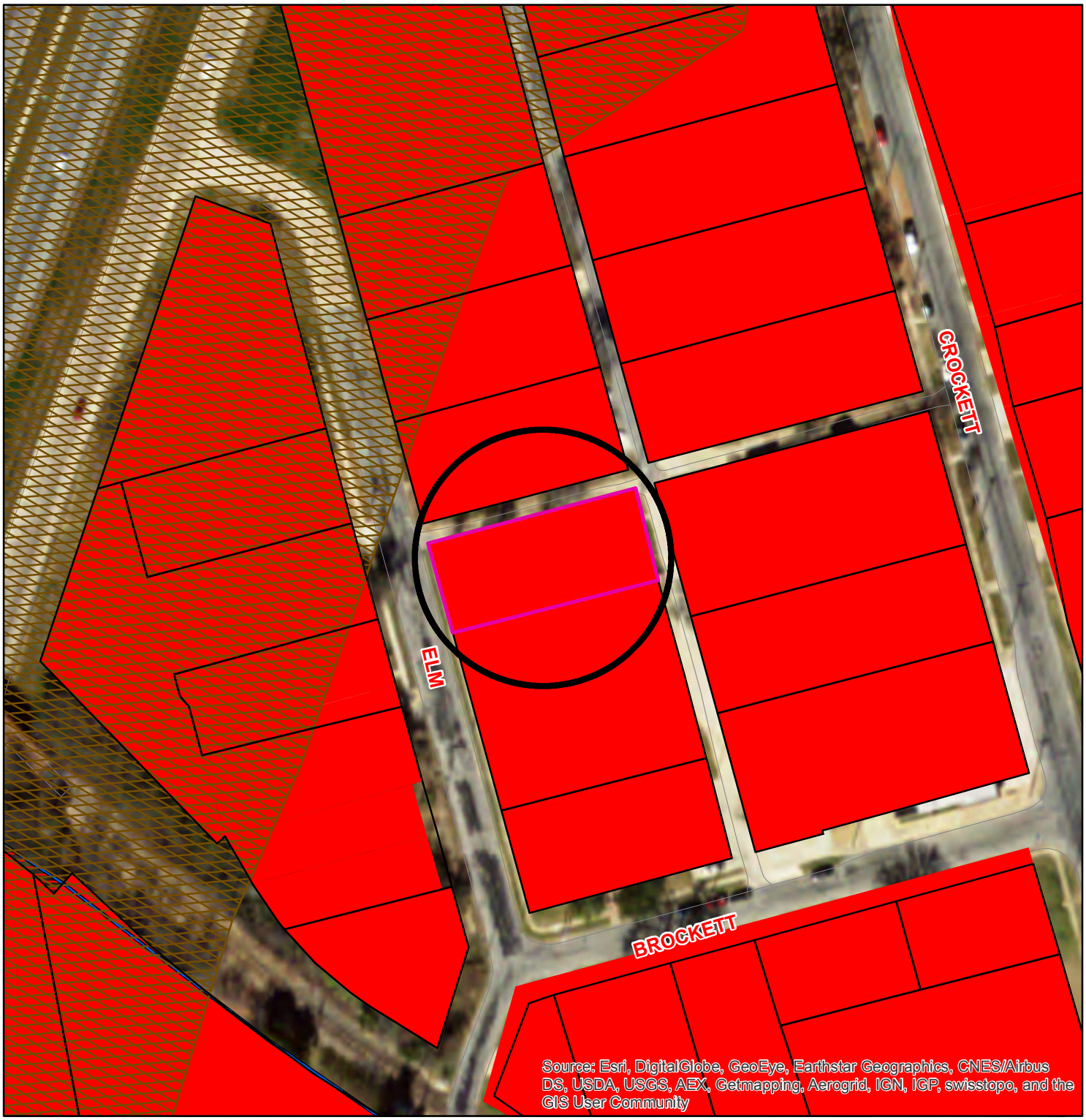
Sherman
CLASSIC TOWN. BROAD HORIZON.

715 N. Elm

NOT TO SCALE

1 in = 600 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 715 N. Elm

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District

Sherman
CLASSIC TOWN. BROAD HORIZON.

NOT TO SCALE

1 in = 100 ft

City of Sherman, Texas
Developmental Services Department

715 N. Elm

ZONING
REQUESTED
AT THIS LOCATION
ADDITIONAL
INFORMATION
903-892-7229

Jared Tredway

31 May 2016

City of Sherman
Planning and Zoning Commission

Dear Commissioners,

It is my pleasure to submit to you the enclosed application for a specific use permit for a residence within a C1 commercial district on north Elm Street.

Although currently zoned commercial, the North Crockett Historic Residential neighborhood is a mixture of predominately single and multifamily residential dwellings and a few light commercial occupancies. The jewel of the neighborhood is the spectacular Lyon House, a Victorian dating back to the late 1800's. The house has been home to some significant Sherman leaders, including George Hardwicke and Dupont Lyon.

The proposed site for the Ann West Family Home is on North Elm Street on the block immediately west of the Lyon House. The vertical fall across the site is significant, making it a challenging site for development. The proposed building is inspired by and makes use of the fall by way of a daylight basement with two additional levels above.

It is our understanding that the Comprehensive Master Plan calls for this neighborhood to become an extension of the downtown urban district in the future. While commercial code compliance for the proposed project is not possible within the project budget, the building has been designed with potential future conversion of the lower level daylight basement in mind. Similar to the current downtown development standards, the lower level could serve as a professional office or studio for the resident above. The form, massing, and setbacks of the building are sensitive to the historic context. The lower level:

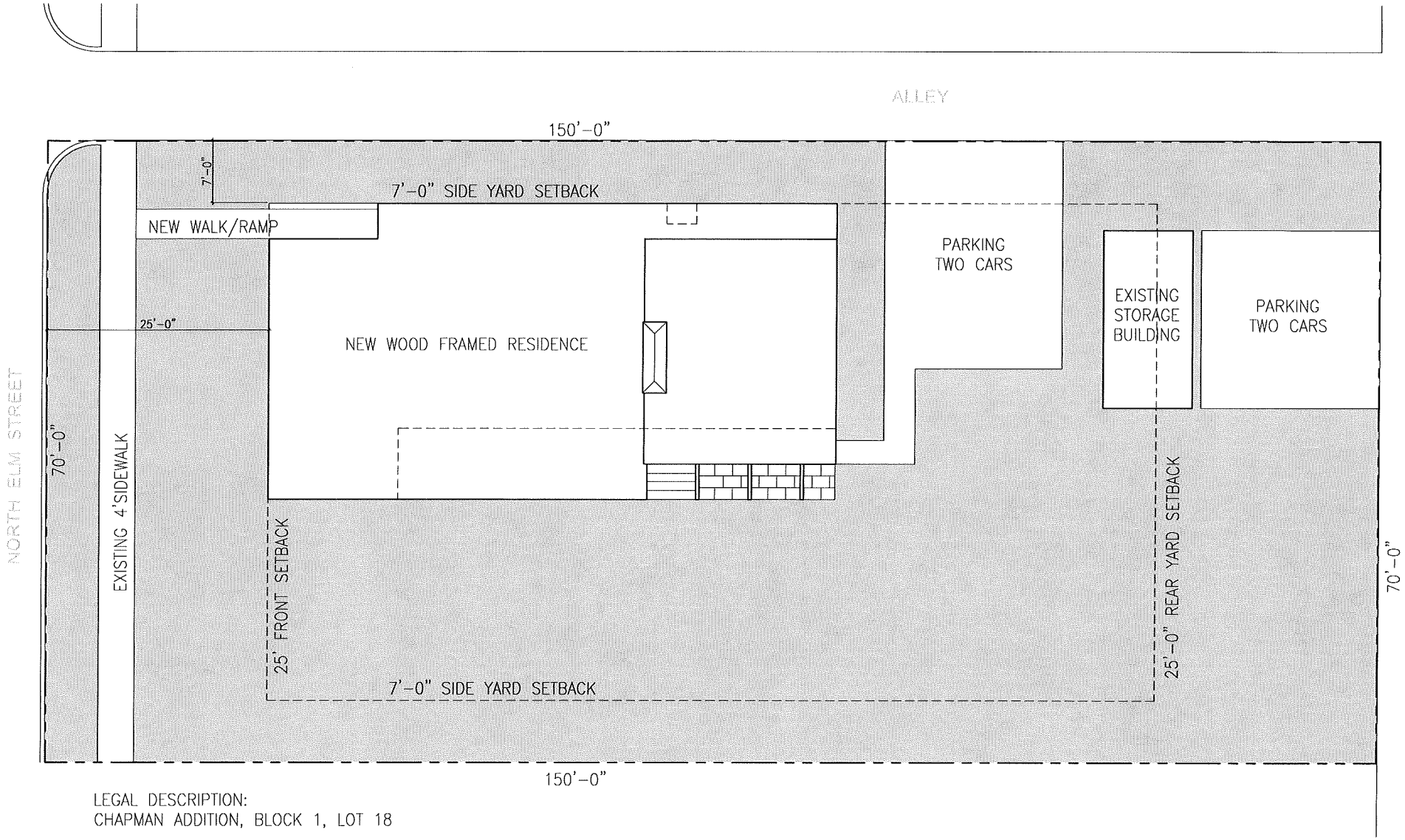
- could be made accessible to the public right of way by use of a ramp
- can be separated from the upper residential levels by fire-rated separation
- could be upgraded to a separate commercial-compliant electrical service
- restroom space can be modified per commercial standards and accessibility standards

We are excited to be a part of the continued development of this neighborhood.

Thank you for your consideration,

Jared

505 N. McKown Ave
Sherman, TX 75092
903.870.6007
jared@jaredtredway.com



LEGAL DESCRIPTION:
CHAPMAN ADDITION, BLOCK 1, LOT 18

CURRENT ZONING:
C1 RETAIL BUSINESS DISTRICT

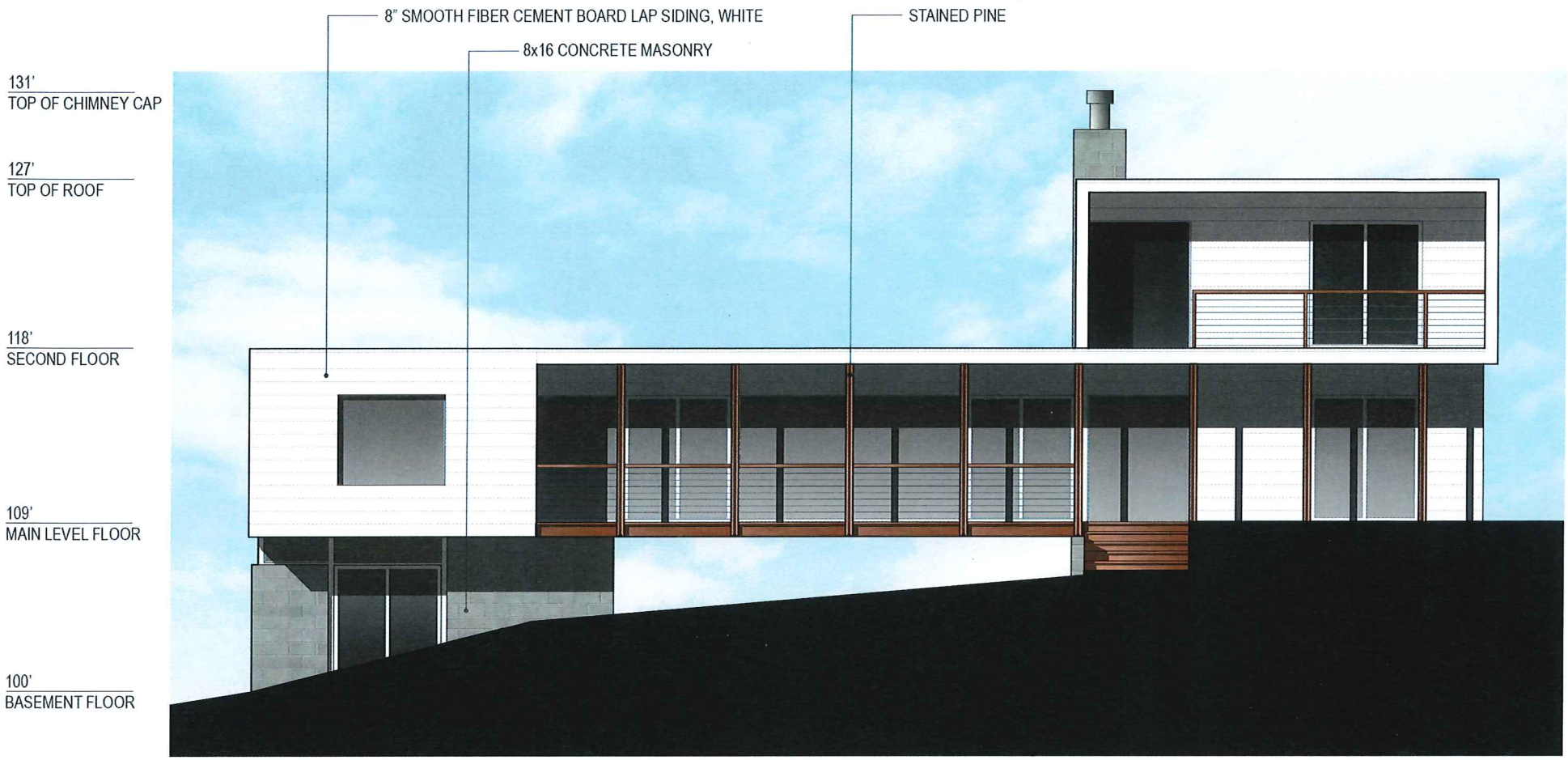
REQUESTED ZONING:
SPECIFIC USE PERMIT FOR A SINGLE FAMILY RESIDENCE

Ann West Family Home

31 MAY 2016

SITE PLAN | 1/16"=1'-0"

Jared Tredway
DESIGN

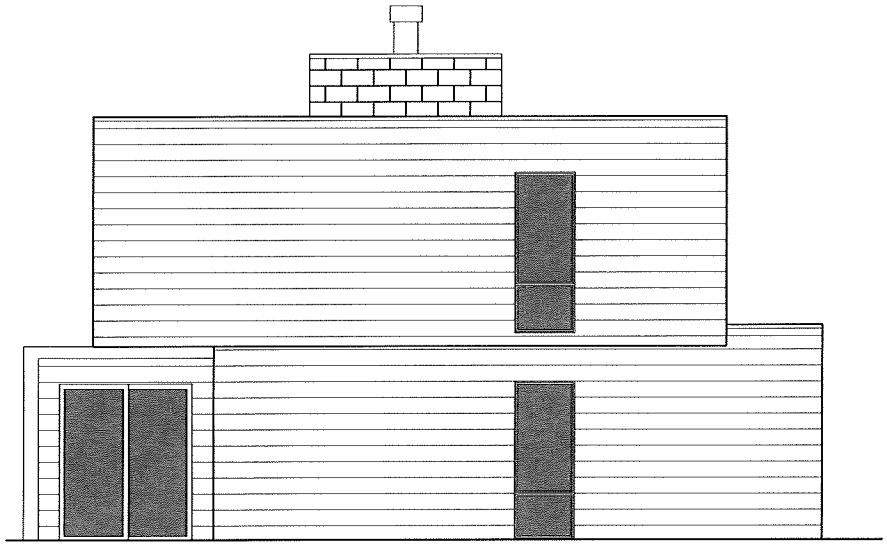


Ann West Family Home

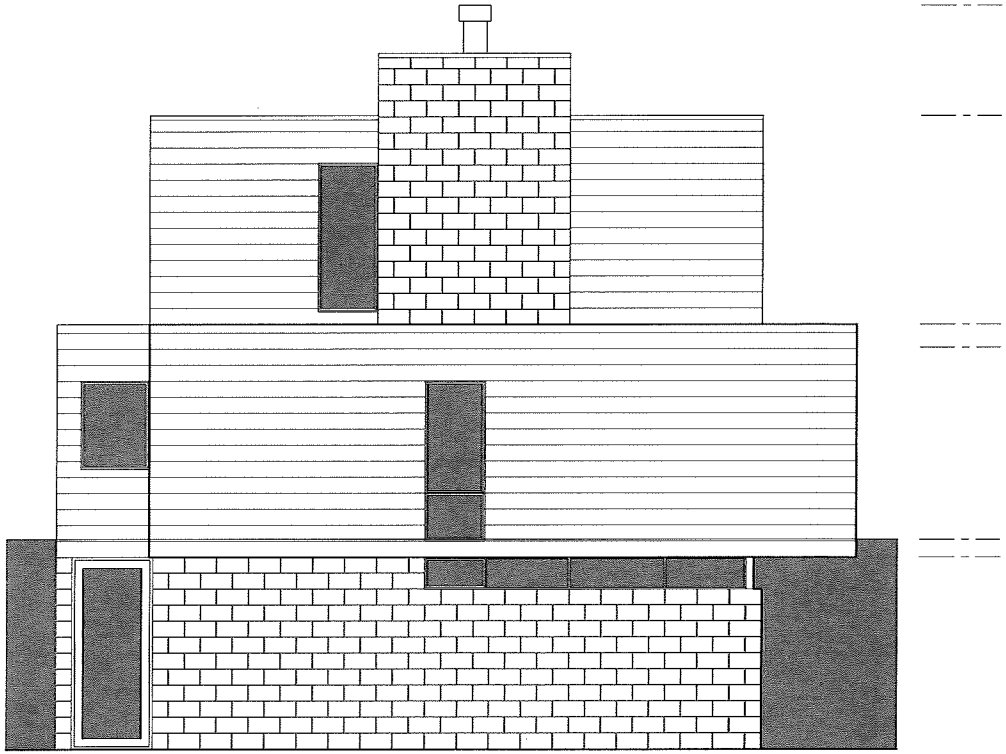
31 MAY 2016

SOUTH ELEVATION | 1/8"=1'-0"

Jared Tredway
DESIGN



EAST ELEVATION | 1/8"=1'-0"



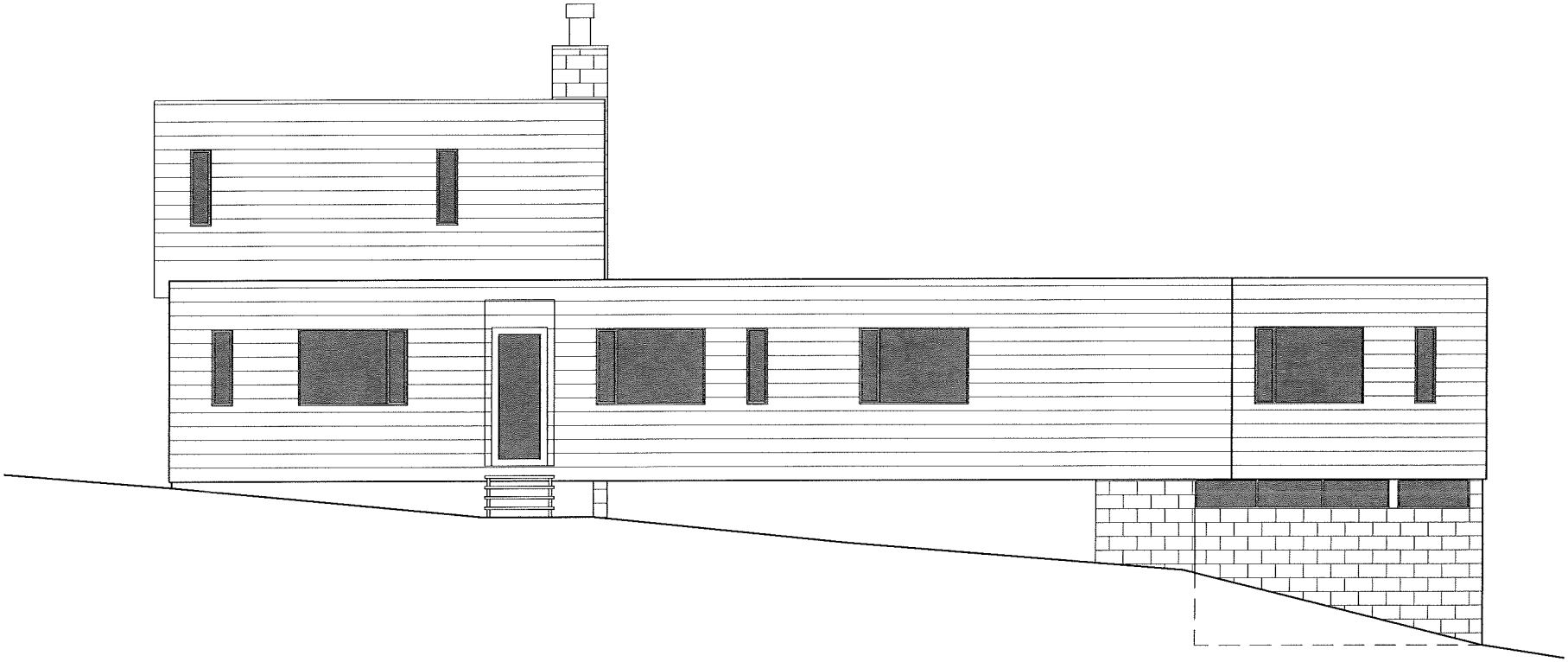
WEST ELEVATION (ELM STREET) | 1/8"=1'-0"

Ann West Family Home

31 MAY 2016

EAST AND WEST ELEVATIONS

Jared Tredway
DESIGN



Ann West Family Home

31 MAY 2016

NORTH ELEVATION (ALLEY) | 1/8"=1'-0"

Jared Tredway
DESIGN

STAFF REVIEW LETTER

June 15, 2016

Ray & Sarah Beaty
716 N. Crockett
Sherman, TX 75090

Jared Tredway
505 N. McKown
Sherman, TX 75092

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow one-family residential dwelling in a C-1 (Retail Business) District for the property located at 715 North Elm Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 21, 2016 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the C-1 (Retail Business) District and the Residential Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Parking shall be provided for one space per bedroom; a parking space is considered to be 9'x20' concrete or asphalt
4. A minimum 6' screening height is required abutting any residential uses unless an exception is granted.
5. Review the zoning and development ordinance for additional requirements.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. Two car parking that exits to the North shall be moved to exit to the East.

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

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

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

Respectfully,

Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., City Engineer
Don Keene, Asst. City Manager
Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Dir. Of Community and Support Services

Planning & Zoning Commission and Board of Adjustments **Agenda Item No. 18.**

Meeting Date: 06/21/2016

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Joe Gilbert, Chairman
Kyle Patterson, Vice-Chairman
Sam Thorpe, Commissioner
Eric Elliott, Commissioner
Chris Vellotti, Commissioner
Sean Vanderveer, Commissioner
Shawn Davis, Commissioner
Jeff Adams, Commissioner
Clay Mahone, Commissioner

Requested Action/Proposed Use:

715 N. ELM STREET

The request of Ray & Sarah Beaty (Owners) and Jared Tredway Design (Designer) concerning the property at 715 North Elm Street, being Lot 18, Block 1, L.C. Chapman, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow one-family residential dwelling in a C-1 (Retail Business) District.

Background:

The property is located at 715 North Elm Street between Brockett Street and the Sam Rayburn Freeway access road; it is zoned a C-1 (Retail Business) District.

This location is the proposed site for a single family wood frame residence that could have commercial use as well. The vertical fall across the site is significant, making it a challenging site for development. The proposed building makes use of the fall by way of a daylight basement with two additional levels above. The building has been designed with potential future conversion of the lower level daylight basement similar to the current downtown development standards, the lower level could serve as a commercial use for the resident above. The design of the building was kept in mind with the historic buildings in the area. There is an existing storage building located on the lot that will remain.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

Ray & Sarah Beaty (Owners)
Jared Tredway Design (Designer)

Master Plan Designation:

Urban/Downtown – Buildings are two to five stories and are built right up to the sidewalk, creating a sense of enclosure. Sidewalks provide pedestrian access and streetscape amenities. Parking is available along the street or in small parking lots in the rear of the buildings.

Number of notices mailed:

13

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Photo
Narrative
Site Plan
Elevations
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 5.**

Meeting Date: 07/18/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5959, 5960, 5961 and 5962

Issue:

C. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5959**

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; Specifying the Terms and Features of Said Certificates; Providing for the Payment of Said Certificates of Obligation by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and a Limited Pledge of the Net Revenues from the Operation of the City's Waterworks and Sewer System; Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Certificates, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement; Providing an Effective Date

C. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5960**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 5011 North U.S. Highway 75, being 5.161 acres in the Brown Ricketts Survey, Abstract No. 1153 (Russell Spears, Owner; Rodney Owens, Paramount Senior Living, Prospective Buyer; DFD Architects, Inc., Architect; and Keen Surveying, LLC, Surveyor)

C. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5961**

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Skilled Nursing Facility in a C-1 (Retail Business) District/O-1 (75 & 82 Overlay) District at 5011 North U.S. Highway 75, being 5.161 acres in the Brown Ricketts Survey, Abstract No. 1153 (Russell Spears, Owner; Rodney Owens, Paramount Senior Living, Prospective Buyer; DFD Architects, Inc., Architect; and Keen Surveying, LLC, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

C. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5962**

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow One-Family Residential Dwelling in a C-1 (Retail Business) District at 715 North Elm Street, being Lot 18, Block 1, L.C. Chapman Addition (Ray and Sarah Beaty, Owners; and Jared Tredway Design, Designer); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed $2,000.00

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. C. 6.**

Meeting Date: 07/18/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

E. 3. **** OTHER BUSINESS***

Consider Request of Austin College to Temporarily Close Certain Streets for the 2016 "A" Run for 'Roos on Saturday, October 15, 2016

E. 4. **** OTHER BUSINESS***

Approve Quarterly Investment Report for Quarter Ended June 30, 2016

E. 5. **** OTHER BUSINESS***

Site Plan Approval and Exception for Fisher Controls International, Inc., Owners; Fisher Controls, Tenant; and Alan McKelva, Representative; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of an Addition for a Powder Paint System for Fisher Controls and Exception under Ordinance No. 2252, Article IV, Section 410 (2) (m) to Allow Painted "R" Type
Panels on an Outdoor Cure Oven for a Powder Paint System in Lieu of the Required Masonry in the Blalock Industrial Park District at 4725 South U.S. Highway 75

E. 6. **** OTHER BUSINESS***

Final Plat Approval of Pebblebrook South, Phase III, being 8.99 acres in the Elizabeth Jones Survey, Abstract No. 625; Zakiah US, LLC, Owners; GEES, Inc., Engineer; and Cox Land Surveying Company, Surveyor (2300 blocks of Peggey's Cove and Southridge Lane and 3400-3500 blocks of Hanan Street)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. D. 1.**

Meeting Date: 07/18/2016

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6103

Authorizing the Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for a Transportation Alternatives Program Project (Sherman Streetscape Phase II)

Issue:

To execute an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the Sherman Streetscape Phase II project.

Background:

The Sherman Streetscape Phase II Project has been selected by TxDOT for the Transportation Alternatives Program, which provides partial funding for the project. The total project construction cost is estimated at $589,000.00. Our share is estimated at $148,500.00. Execution of the Advance Funding Agreement is required for the Federal Highway Administration to authorize funding of the project.

Origination:

Engineering Department

Financial Consideration:

Funding for the construction is available in the Capital Improvement Project Fund for Fiscal Year 2017.

Staff Recommendation:

Execute the Advance Funding Agreement with TxDOT.

Alternatives:

Those as may be directed by the City Council.

Attachments

Resolution No. 6103

Advance Funding Agreement - Streetscape Phase II

Location Map

RESOLUTION NO. 6103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT (SHERMAN STREETSCAPE PHASE II); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney and subject to budget approval, to execute an Advance Funding Agreement between the City of Sherman and the Texas Department of Transportation for the Sherman Streetscape, Phase II project, in accordance with the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of_____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY, CITY ATTORNEY

CSJ: 0045-04-066
District #: 01 PAR
Code Chart 64#: 39200
Project: Sherman Streetscape Phase II
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA #: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT
State-Selected On-System

This Advance Funding Agreement for a Transportation Alternatives Project ("**Agreement**") is made between the State of Texas ("**State**"), acting through the Texas Department of Transportation, and City of Sherman ("**Local Government**"), acting through its duly authorized officials.

BACKGROUND

Local Government prepared and submitted to State or Metropolitan Planning Organization ("**MPO**") a nomination form for consideration under the Transportation Alternatives Program ("**TAP**") for the project, which is briefly described as Sherman Streetscape Phase II ("**Project**").

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission ("**Commission**") passed Minute Order Number 114365 ("**MO**") dated September 24, 2015 awarding funding for projects in the 2015 TAP Program Call of the State, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated April 20, 2015, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

1.1. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

1.2. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement ("**FPAA**") for that phase of work. Local Government may not begin work until issued the State Letter of Authority ("**SLOA**") for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Termination of the Agreement

2.1. This Agreement may be terminated by any of the following conditions:

a. By mutual written consent and agreement of all parties;

b. By any party with 90 days written notice; or

c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

2.2. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

2.3. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

2.4. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:

a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.

b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.

c. Local Government withdraws from participation in Project.

d. State determines that federal funding may be lost due to Project not being implemented and completed.

e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.

f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.

g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: constructing 10-foot-wide reinforced concrete sidewalks at the following locations: 1) adjacent to SH 56 (also known as Houston Street) traveling west from Montgomery Street to Throckmorton Street, 2) adjacent to SH 56 (also known as Lamar Street) traveling east from Walnut Street to Throckmorton Street, and 3) adjacent to Throckmorton Street from Houston Street to Lamar Street, all within the City of Sherman. In addition to standard construction activities, this project includes removal of existing concrete sidewalks, ADA compliant ramps and handrails, a railroad pedestrian crossing, tree removal, and planting new trees as outlined in the 2015 TAP nomination. The purpose of this TAP project is to extend recently constructed sidewalks to provide safer off-street paths for pedestrians east of downtown Sherman. This is one phase of a multi-phase plan to connect residential areas with downtown Sherman, Sherman High School, and Austin Community College.

4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved

Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

5.5. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.

5.6. For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.

5.7. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.

5.8. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

5.9. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

5.10. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

5.11. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the

review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

5.12. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.

7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

7.4. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of Project subject to this Agreement are in compliance with the Texas Accessibility Standards ("**TAS**") issued by the Texas Department of Licensing and Regulation, under Tex. Gov't Code § 469.052. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("**ADA**").

9. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

9.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("**AASHTO**") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

9.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

9.3. When architectural and engineering services are provided by or through State, then the following applies:

State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

10. Construction Responsibilities

10.1. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

10.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

10.3. All contract change order review and approval procedures must be approved by State prior to start of construction.

10.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

10.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

10.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

11.1. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

11.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

11.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

11.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

12. Local Project Sources and Uses of Funds

12.1. A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities,

environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

12.2. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Project Procedures Training and Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.

12.3. The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement ("**FPAA**"), or other federal documents.

12.4. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.

12.5. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

12.6. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.

12.7. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

12.8. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

12.9. Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.

12.10. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

12.11. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

12.12. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

12.13. State will not pay interest on any funds provided by Local Government.

12.14. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

12.15. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

12.16. If Local government is an Economically Disadvantaged County ("**EDC**") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

13. Notices

13.1. All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City Manager	Director of Contract Services
City of Sherman	Texas Department of Transportation
P.O. Box 1106	125 E. 11th Street
Sherman, Texas 75091	Austin, TX 78701-2483

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

14. Legal Construction

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

15. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

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

17. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the

performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

19. Sole Agreement

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

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 2 CFR Part 200 and with the property management standard established in 2 CFR Part 200.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to State, Local Government, and, if federally funded, the FHWA, and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, State, Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

Local Government shall comply with the regulations of the U. S. Department of Transportation ("**DOT**")as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

24.1. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

24.2. Local Government shall adopt, in its totality, State's federally approved DBE program.

24.3. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

24.4. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

24.5. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

24.6. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

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

26. Lobbying Certification

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

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

26.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26.3. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

27. Insurance

27.1. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

27.2. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

28. Federal Funding Accountability and Transparency Act Requirements

28.1. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act ("**FFATA**") and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and

http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

28.2. Local Government agrees that it shall:

a. Obtain and provide to State a System for Award Management ("**SAM**") number (Federal Acquisition Regulation ("**FAR**") Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is https://www.sam.gov/portal/public/SAM/

b. Obtain and provide to State a Data Universal Numbering System ("**DUNS**") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and

c. Report the total compensation and names of its top five executives to State if:

1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

29.1. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

29.2. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/inside-txdot/office/audit/contact.html. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.

29.3. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

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

Each party is signing this agreement on the date stated opposite that party's signature.

City of Sherman

Date:_____ By: _____
Signature

Robby Hefton_____
Type or Print Name

City Manager_____
Type or Print Title

THE STATE OF TEXAS

Date: _____ By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

CSJ: 0045-04-066
District #: 01 PAR
Code Chart 64#: 39200
Project: Sherman Streetscape Phase II
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA #: 20.205
Not Research and Development

ATTACHMENT A

RESOLUTION OF LOCAL GOVERNMENT

CSJ: 0045-04-066
District #: 01 PAR
Code Chart 64#: 39200
Project: Sherman Streetscape Phase II
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA #: 20.205
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP

CSJ: 0045-04-066
District #: 01 PAR
Code Chart 64#: 09450
Project: Sherman Streetscape Phase II
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA #: 20.205
Not Research and Development

ATTACHMENT C

PROJECT ESTIMATE AND SOURCE OF FUNDS

LG Performs PE Work or Hires Consultant / (LG) Lets Project to Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes additional percentage for TDC apportionment where applicable		**State Participation**		**Local Government (LG) Participation** Includes any EDC reduction where applicable	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST	$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering	$0	0%	$0	0%	$0	0%	$0
Environmental Cost	$0	0%	$0	0%	$0	0%	$0
Right of Way	$0	0%	$0	0%	$0	0%	$0
Utilities	$0	0%	$0	0%	$0	0%	$0
Construction	$498,451	80%	$398,760.80	11.4%	$56,823.00	8.6%	$42,867.20
Work by LG Subtotal	**$498,451**		**$398,761**		**$56,823**		**$42,867**
In-kind Donation Value (Add to Total Project Cost - 20% Maximum value)	$0	0%	$0	0%	$0	100%	$0 *
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering[1]	$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]	$0	0%	$0	0%	$0	0%	$0
Right of Way[3]	$0	0%	$0	0%	$0	0%	$0
Utilities[2]	$0	0%	$0	0%	$0	0%	$0
Construction[2]	$0	0%	$0	0%	$0	0%	$0
Work by State Subtotal	**$0**		**$0**		**$0**		**$0**

CSJ: 0045-04-066
District #: 01 PAR
Code Chart 64#: 09450
Project: Sherman Streetscape Phase II
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA #: 20.205
Not Research and Development

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes additional percentage for TDC apportionment where applicable		**State Participation**		**Local Government (LG) Participation** Includes any EDC reduction where applicable	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$11,215	80%	$8,972.00	0%	$0	20%	$2,243.00
Environmental Cost[1]	$7,477	80%	$5,981.60	0%	$0	20%	$1,495.40
Right of Way[1]	$2,243	80%	$1,794.40	0%	$0	20%	$448.60
Utilities[1]	$1,495	80%	$1,196.00	0%	$0	20%	$299.00
Construction[2]	$52,338	80%	$41,870.40	0%	$0	20%	$10,467.60
Direct State Costs Subtotal	$74,768	80%	$59,814.40	0%	$0	20%	$14,953.60
Indirect State Cost	$36,571		$0		$36,571		$0
TOTAL PARTICIPATION	$609,790		$458,575		$93,394		$57,821
In-kind Donation Value Credit Applied						100%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION						100%	**$57,821**

The estimated total participation by Local Government is $57,821, plus 100% of overruns.

Total estimated payment by Local Government to State is $14,953.

[1]Local Government's first payment of $4,486 is due to State within 30 days from execution of this contract.

[2] Local Government's second payment of $10,467 is due to State within 60 days prior to the Construction contract being advertised for bids.

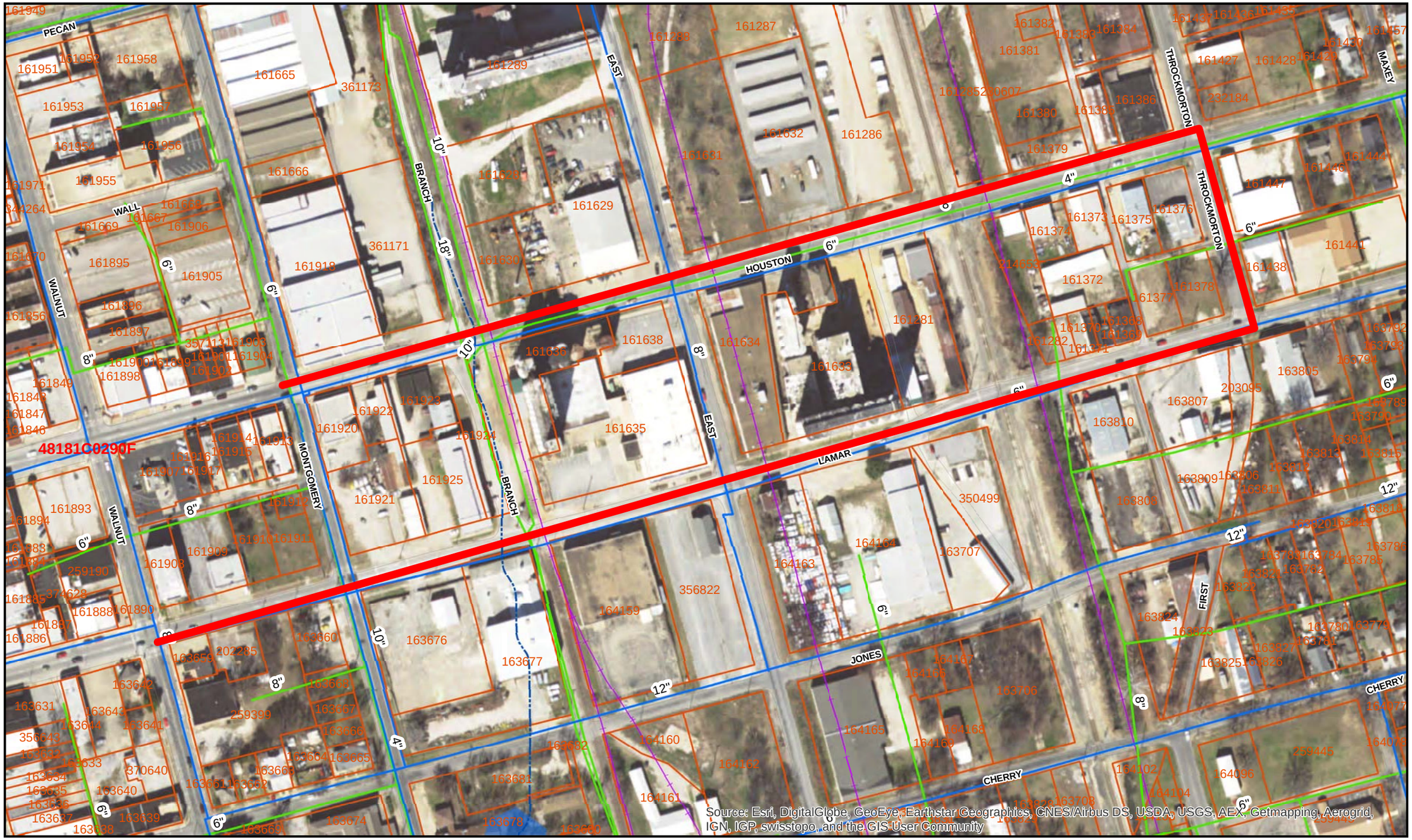
[3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are $458,575.

* The In-kind Donation Value has been added to the Total Project Cost Estimate for Construction.



1 inch = 200 feet

N

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. D. 2.**

Meeting Date: 07/18/2016

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6104

Authorizing Execution of a Developer's Agreement with Zakiah US, LLC % GEES, Inc. for the Construction of Public Facilities in Pebblebrook South Phase III, an 8.99 Acre Subdivision South of Park Street along Southridge Lane in the City of Sherman

Issue:

The construction of public facilities in Pebblebrook South Phase III, an 8.99-acre subdivision south of Park Street along Southridge Lane in the City of Sherman

Background:

Zakiah US, LLC % GEES, Inc. proposes to construct an 8.99-acre subdivision south of Park Street along Southridge Lane and directly south of Phase II, which includes the construction of streets, drainage, sanitary sewer mains, and water mains.

Origination:

Department of Public Works and Engineering

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the Developer's Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6104

Development Agreement

Plat

Location Map

RESOLUTION NO. 6104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT WITH ZAKIAH US, LLC % GEES, INC. FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN PEBBLEBROOK SOUTH PHASE III, AN 8.99-ACRE SUBDIVISION SOUTH OF PARK STREET ALONG SOUTHRIDGE LANE IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute a Developer's Agreement with Zakiah US, LLC % GEES, Inc. for the construction of public facilities in Pebblebrook South Phase III, an 8.99-acre subdivision south of Park Street along Southridge Lane, directly south of Phase II in the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND ZAKIAH US, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2016 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, Zakiah US, LLC ("Developer").

WITNESSETH:

WHEREAS, City recognizes the importance of its continued role in local economic development; and

WHEREAS, Developer is developing a portion of the City and making improvements to the City; and

WHEREAS, Developer owns or controls lands located in Sherman, Texas, and described to the City by the Developer as the Pebblebrook South, Phase III, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

WHEREAS, the Developer desires that the City accept the dedication of the streets, utilities, and other improvements as reflected on the plans and specifications submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I; and

WHEREAS, the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services;

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

ARTICLE I.
SPECIFIC CONTRACT PROVISIONS

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens

and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat) and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.

3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.

4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.

5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.

6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before July 20, 2017. City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.

9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.

10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.

11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.

12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.

13. **Guarantee or Maintenance Bond:**

    A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.

    B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. **<u>WAIVER OF RIGHTS UNDER STATE LAW:</u>**

    A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal

infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD,* 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.

B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of $, 14,982.26

C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.

D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.

2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.

3. **Authority to Bind**. Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.

4. **Events of Default**. A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately

notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

5. **Remedies Available to City**. If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.

6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.

7. **Venue and Governing Law**. This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

8. **Notices**. Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:
DESIGNEE: Clint Philpott, P.E.
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-4547
FAX: 903-870-7802

DEVELOPER:
DESIGNEE: Zakiah US LLC, c/o GEES Inc.
ADDRESS: 1621 Amanda Ct.
Ponder, TX 76259
PHONE: (940) 482-2907
FAX: (940) 482-8128

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.

11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.

13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this _____ day of _____ 2016, with an original to each party.

Developer: Zakiah US, LLC

BY: GEES Inc. Greg Edwards, P.E.
NAME: **Greg Edwards, P.E.**
TITLE: **President**

ATTEST: **BY:** Roger L. Bussell
NAME: ROGER L. BUSSELL

TITLE: _____

CITY: **CITY OF SHERMAN**

BY: _____
NAME: Robby Hefton
TITLE: City Manager

ATTEST: **BY:** _____
NAME: Linda Ashby
TITLE: City Clerk

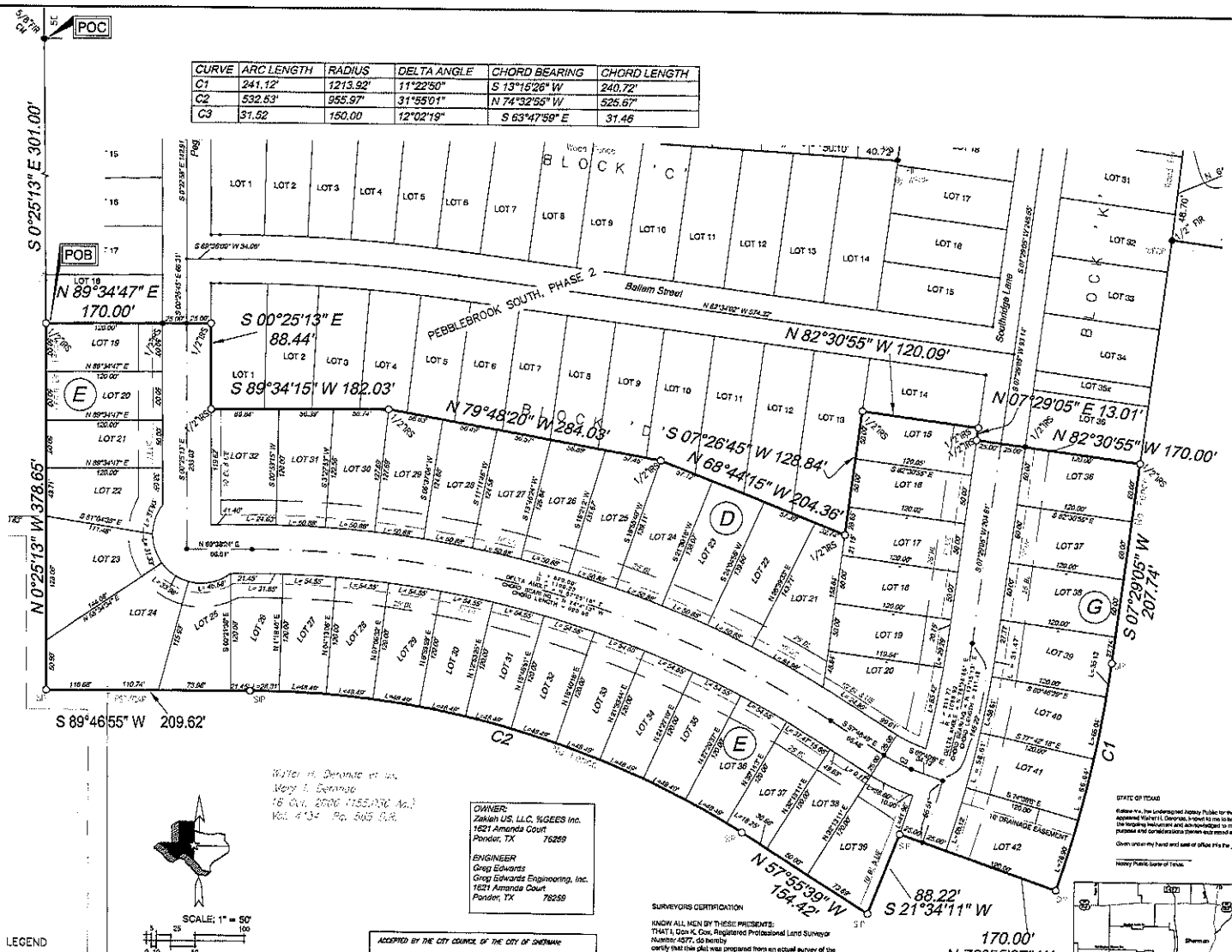
APPROVAL RECOMMENDED:

_____
Clay Barnett, P.E. / Director of Public Works & Engineering

APPROVED AS TO FORM:

_____
Brandon S. Shelby, City Attorney

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	241.12'	1213.92'	11°22'50"	S 13°15'26" W	240.72'
C2	532.53'	955.97'	31°55'01"	N 74°32'55" W	525.67'
C3	31.52	150.00	12°02'19"	S 63°47'59" E	31.46



Walter H. Deronde et ux.
Mary L. Deronde
16 Oct. 2006 (155,030 Ac.)
Vol. 4134 Pg. 505 D.R.

SCALE: 1" = 50'

LEGEND

Set 3/4" Rod
Found Spike
Set 1/2" Sq.Tubing
Fd 1/2" Sq.Tubing
Fd Sc. Rod
Fence Post
Electric Line
Power Pole
Telephone Line
W Gate
Gas Meter
Power Pole
Water Meter
Air Cond.
Building Line
Utility Easement
Drainage Easement
Utility Easement
Mark of Corb
Drainage Easement

OWNER:
Zakiah US, LLC, %GEES Inc.
1621 Amanda Court
Pondor, TX 76259

ENGINEER
Greg Edwards
Greg Edwards Engineering, Inc.
1621 Amanda Court
Pondor, TX 76259

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 2013, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman Secretary

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN

Mayor, City of Sherman, Texas Date

This published, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of PEBBLEBROOK SOUTH, PHASE 2, as addition, to the City of Sherman, was presented to the City Council on the _____ day of _____, 2013, and the City Council by formal action, then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in said plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day _____, AD, 2013.

City Clerk, City of Sherman, Texas

SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:
THAT I, Don K. Cox, Registered Professional Land Surveyor Number 4577, do hereby certify that this plat was prepared from an actual survey of the land described hereon, and that the corner monuments shown hereon were found or placed under my supervision in accordance with the ordinances of the City of Sherman, Texas.

Date

Don K. Cox, Texas Registered Professional Land Surveyor Number 4577

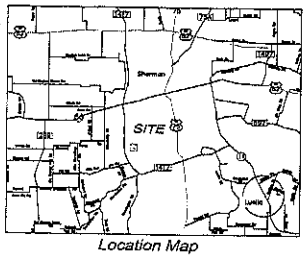
Basis of Bearing
South line, Block "C" Pebblebrook South Phase I Vol. 15 Pg. 38 P.R.

STATE OF TEXAS

Before me, the undersigned Notary Public for the State of Texas, on this day personally appeared Walter H. Deronde, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity stated.

Given under my hand and seal of office this the ____ day of _____, 2013.

Notary Public State of Texas



Location Map

Final Plat of
PEBBLEBROOK SOUTH, PHASE II
City of Sherman, County of Grayson, State of Texas

OWNERS DEDICATION

State of Texas
County of Grayson

Whereas, that Zakiah US, LLC is the owner of a tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, City of Sherman, County of Grayson, State of Texas, said tract being part of a called 17.56 acre tract as described in Deed to ZAKIAH US , LLC Volume 5779 page 550 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

Commencing a set ½ inch Steel Square Tubing, said point being the most westerly south west corner of Pebblebrook South Phase I Addition, and Recorded in Volume 15 Page 38 of the Plat Records of Grayson County, Texas;

Thence: South 00 degrees 25 minutes 13 seconds East, with the west line of said Zakiah US, LLC tract a distance of 301.00 feet to a set ½ inch Steel Square Tubing for the northwest corner for the Place of Beginning;

Thence : North 89 degrees 34 minutes 47 seconds East, a distance of 170.00 feet to a set ½ inch Steel Square Tubing in the East right-of-way of Peggy Cove for a corner of this tract;

Thence: North 89 degrees 34 minutes 15 seconds East, a distance of 182.0344 feet to a set ½ inch Steel Square Tubing for a corner of this tract;

Thence: South 79 degrees 48 minutes 20 seconds East, a distance of 284.03 feet to a set ½ inch Steel Square Tubingfor a corner of this tract;

Thence: South 68 degrees 44 minutes 15 seconds East, a distance of 204.36 feet to a set ½ inch Steel Square Tubing for a corner of this tract;

Thence: North 07 degrees 26 minutes 45 seconds West, a distance of 128.84 feet to a set ½ inch Steel Square Tubing for a corner of this tract;

Thence: South 82 degrees 30 minutes 55 seconds East a distance of 120.00 feet to a set 1/2 inchSteel Square Tubing for a corner of this tract;

Thence: South 07 degrees 29 minutes 05 seconds West, a distance of 13.01 feet to a set 1 /2 inch Steel Square Tubing for a corner of this tract;

Thence: South 82 degrees 30 minutes 55 seconds East, a distance of 170.00 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence : South 07 degrees 29 minutes 05 seconds West, a distance of 207.74 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract and being at the start of a curve to the right having a radius of 1213.92 feet and a chord bearing of South 13 degrees 15 minutes 26 seconds West, and a chord length of 240.72 feet;

Thence: With said curve to the right an arc length of 241.12 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 70 degrees 55 minutes 07 seconds West, a distance of 170.00 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: South 21 degrees 34 minutes 11 seconds West, a distance of 88.22 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 57 degrees 36 minutes 09 seconds West, a distance of 154.42 feet to a set ½ inch Steel Square Tubing for a corner of this tract and being the start of a curve to the left having a radius of 955.97 feet and a cohord bearing of North 74 degrees 32 minutes 55 seconds West, and a chord length of 525.67 feet;

Thence with said curve to the left an arc length of 532.52 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: South 89 degrees 46 minutes 55 seconds West, a distance of 209.62 feet to a set ½ inch Steel Square Tubing for a corner of this tract;

Thence: North 00 degrees 25 minutes 13 seconds West, a distance of 378.65 feet to the POINT OF BEGINNING and containing 8.99 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT, Zakiah US, LLC does hereby adopt the plat designating the herein described property as Pebblebrook South Addition Phase III, City of Sherman, County of Grayson, Texas, and does hereby dedicate to the public use forever the Streets and easements for the same purpose and consideration expressed hereon.

Yousef Al-Bailam, President

STATE OF TEXAS

Before me, the undersigned Notary Public for the State of Texas, on this day personally appeared Walter H. Deronde, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity stated.

Given under my hand and seal of office this the ____ day of _____, 2013.

Notary Public-State of Texas

COX LAND SURVEYING CO.
P.O. BOX 587 108 N. MAIN ST. GREENVILLE, TEXAS 75403
COLLINSVILLE 903-426-2533 Fax 903-426-2573 E-mail cls@coxlandsurvey.com
Gainesville 940-612-LAND Denison 903-581-3070 Madoway 469-932-5070

Final Plat of
Pebblebrook South, Phase III
8.99 Acres in the
Elizabeth Jones Survey Abt.No.625
City of Sherman
County of Grayson
State of Texas

Registered Professional Land Surveyors Seal

Drawn by:_____ Job No.
Check by:_____ Date:_____

Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

Pebblebrook South Phase III

1 inch = 500 feet

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 1.**

Meeting Date: 07/18/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Secretary John Sild and SEDCO President John Plotnik

Issue:

To receive the Sherman Economic Development Corporation (SEDCO) quarterly progress report from Board Secretary John Sild and SEDCO President John Plotnik

Background:

The brief presentation by the SEDCO Board Secretary and SEDCO President will provide the City Council with an overview of SEDCO's activities and accomplishments during the last three (3) months. SEDCO's last update was presented at the City Council's April 4, 2016 regular meeting.

Origination:

City Council

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments

SEDCO's Quarterly Progress Report

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: **Sherman Economic Development Corporation**

Name of Chairman: **Willie Steele**
Name of Vice Chairman: **Greg Kirkpatrick**

Date of Report to City Council: July 18, 2016

1. **In simple terms and as briefly as possible, please describe the mission of your board.**
   - *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the Sherman and surrounding area economies through the addition of new jobs and investment.*

2. **Please list the top accomplishments of your board within the past quarter. (Please limit the list to five or fewer items).**
   - *In April, the project to widen Progress Drive in Progress Park III, which created a parking lane for trucks waiting to off load materials at Progress Rail Services and Panda Sherman Power, was completed.*
   - *On April 25th, SEDCO hosted its 20th Anniversary Celebration.*
   - *May 1st was the start of an agreement with Texas Aviation Partners on the marketing of the North Texas Regional Airport in partnership with Grayson County, Denison Development Alliance, and SEDCO. Texas Aviation Partners will market to targets that specialize in aviation and have begun the process for the attraction of new jobs and investments within our region.*
   - *On June 14th, J.P. Hart Lumber and SEDCO signed an Economic Development Performance Agreement that will provide a $510,000 incentive towards a $5.5 million capital investment to construct a lumber and building materials distribution center and the staffing of 37 employees.*

3. **What are your plans for this board in the next quarter?**
   - *On July 19th, SEDCO will host the summer Leadership Breakfast, which will included a roundtable discussion with several Sherman community and industry leaders.*
   - *At Noon on July 21st, SEDCO will hold a Sherman Safety Leaders Forum at Emerson Process Management/Fisher Controls.*
   - *On August 11th, SEDCO will host a Sherman Manufacturing Career Fair at the Municipal Ballroom from 10:00 a.m. to 5:00 p.m.*
   - *On September 1st, SEDCO will setup a marketing booth at the North Texas Commercial Association of Realtors and Real Estate Professionals (NTCAR) Expo in Dallas.*
   - *Frank Gadek will attend the IEDC Annual Conference in Cleveland, OH on September 25th-28th.*
   - *SEDCO staff will continue to work with CBC Creative in redesigning sedco.org and other advertising projects.*
   - *SEDCO will work to compete aggressively for the attraction of new jobs and investments to the city from existing Sherman employers and new companies, both nationally and internationally.*
   - *SEDCO will work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the Economic Development Performance Agreements including 903 Brewers, Anutak Products, Inc., Ball-DPF, Emerson-Fisher Controls, GlobiTech, Kaiser Aluminum, Metallenium Iron Works, and Panda Sherman Power.*

4. **How often did this board meet in the last quarter?**
   - *The SEDCO Board meets on the second Tuesday of each month and holds special called meetings when needed. In the last quarter, the SEDCO Board held three regularly scheduled meetings (April 12th, May 10th, June 14th).*

5. **In what percentage of those meetings was a quorum of board members present?**
   - *100%*

6. **Did any member attend less than 75% of those meetings? If so, which member and how often did they attend.**
   - *No*

7. **What other information would your board like to communicate to the City Council? (please be concise in your response).**
   - *At present, SEDCO is working 11 active projects with an estimated $1,112,500,000 in investments and 2,184 new jobs.*
   - *In the past quarter, SEDCO paid a total of $802,310 in grant funds for $25,918,300 in capital investments and up to 79 jobs. The following is a breakdown of these projects:*
     - *On April 4th, SEDCO presented the first incentive payment of $55,000 to Washington Iron Works towards their relocation and the creation of 20 full-time jobs.*
     - *On April 15th, SEDCO presented the first incentive payment of $12,500 to Anutak Products, Inc. after the company met the initial requirements in the Economic Development Performance Agreement, which included the creation of six full-time jobs.*
     - *On April 29th, Kaiser Aluminum received a $661,860 incentive towards their capital investment of $25.5 million in new equipment and facilities.*
     - *SEDCO also presented a check to Ball, DPF on April 29th for $3,200 towards the renovations of a newly purchased tank farm.*
     - *On June 15th, SEDCO presented the final incentive payment of $38,750 to Modular Power Solutions after the company met the requirements in the Economic Development Performance Agreement, which included a relocation and staffing of up to 43 full-time jobs.*
     - *On June 17th, Commissary Express received a $31,000 incentive payment towards their relocation and the creation of 10 full-time jobs.*
   - *SEDCO had 19 site visits from companies interested in a possible location within Sherman. We visited with 86 site selectors, commercial brokers, and other real estate professionals to discuss Sherman's assets, so they have the information needed to promote our community to potential client companies. In addition, we hosted 8 visits from these professionals.*
   - *SEDCO continued the Business Retention and Expansion (BRE) Program in the second quarter with the following:*
     - *In May, SEDCO held a Sherman Safety Leader's Forum hosted by Richard Maness at Presco with the following key employers in attendance: Ball DPF/Nature's Source, CertainTeed, Douglass Distributing, GlobiTech, Plyler Construction, Texas Instruments, and Tyson.*
     - *In June, a Sherman Plant Manager's Forum was held, hosted by Washington Iron Works. The following key employers were in attendance: CertainTeed Corporation, Eaton B-Line, Emerson Process Management – Fisher Controls, Panda Sherman Power, Presco, and Sunny Delight.*
     - *Existing Industry visits – Consolidated Container, Eaton B-Line, Emerson Process Management – Fisher Controls, Kaiser Aluminum, Presco, Progress Rail, Tyson, Washington Iron Works, Ball DPF/Nature's Source, Commissary Express, Texas Instruments, Modular Power Solutions, Omega Industries, Sunny Delight*
   - *We are presently working with Burlington Northern Santa Fe (BNSF) Railway in show casing our Progress Industrial Park as a rail served, shovel ready site for new industry. BNSF met with our Executive Vice President, Frank Gadek to start the process. This will give Sherman another avenue to market our park and community through the marketing channels of BNSF on a national and international venue.*
   - *We've continued our direct marketing mailers to company leaders in the following industries: Metal Fabrication Manufacturing, Machinery Manufacturing, Food Processing, Electronics Manufacturing, Distribution and Logistics, and Destination Retail. In addition, we have mailed our marketing socks to the North Texas Chapter of the Society of Industrial and Office Realtors.*
   - *On April 8th, Research & Marketing Assistant, Ashton Ghaemi completed the ED Sales Tax Workshop.*
   - *On April 12th-15th, Economic Development Coordinator, Stacey Jones completed the TEDC Basic Economic Development Course.*
   - *On April 19th, SEDCO held its second Leadership Breakfast.*
   - *On April 27th, SEDCO held its first Mentor Breakfast.*
   - *On June 15th, Stacey Jones graduated from Leadership Sherman.*

- *President John Plotnik attended the National Association for Industrial and Office Parks (NAIOP) I.CON '16: Impact Projects Conference, the DFW Quarterly Regional Meeting, and the 2nd quarter DFW Marketing Team meeting.*
- *Executive Vice President Frank Gadek attended the Texas Economic Development Council Mid-Year Conference.*
- *SEDCO worked with Stream Realty to complete a new Progress Park brochure and drone video.*
- *SEDCO worked with Marketing Alliance to update the branding and data on ProgressParks.com.*
- *SEDCO staff attended the following in the Second Quarter:*
    - *9th Annual Denison Chamber Clay Shoot*
    - *Business Education for Teachers (BET) Planning Meeting*
    - *BET Teacher & Employer Orientations and Wrap-Ups*
    - *Board Leadership Symposium & 2016 Athena Awards Celebration*
    - *Career & Technology Education Annual Cookout at SHS*
    - *Child & Family Guidance Board*
    - *Child & Family Guidance Center's 50th Anniversary Open House*
    - *City Council Meeting*
    - *City of Howe Summit Hill Announcement*
    - *Coffee with the Mayor*
    - *County Commissioners Meeting*
    - *CWL Advisory Board*
    - *DFW Marketing Event*
    - *Douglass Distributing's 35th Anniversary Celebration*
    - *Guild Mortgage Open House & Ribbon Cutting*
    - *Leadership Sherman*
    - *Main Street Dedication Ceremony*
    - *North Texas Young Professionals Fight Night*
    - *North Texas Young Professionals Pillars*
    - *Planning and Zoning Commission*
    - *Sherman Chamber of Commerce Events Committee*
    - *Sherman Rotary*
    - *SISD Reception for Kate Whitfield & Kiki Osterman*
    - *Society of Industrial and Office Realtors (SIOR) Quarterly Meeting*
    - *Spring Student Manufacturing Tours Planning Meeting*
    - *Texoma HR Management Association Luncheon*
    - *Texoma Middle-Skills Healthcare Committee*
    - *Texoma Middle-Skills Manufacturing Committee*
    - *Texoma Middle-Skill Workgroup Steering Committee*
    - *Texoma Valley District Friends of Scouting Luncheon*
    - *Workforce Solutions Texoma Board*

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 2.**

Meeting Date: 07/18/2016

Prepared By: Nate Strauch, Communications Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation on Proposed Changes to the Sherman Code of Ordinances Related to Large Lots

Issue:

Proposed changes to the Code of Ordinances, specifically related to large lots

Background:

Last year, the Council adopted a livestock ordinance that required livestock be maintained on large lots of at least an acre. Since that time, staff has identified several other issues where it may be appropriate for regulation to be based on lot sizes, particularly large lots. This presentation will identify those issues; and staff will recommend changes to existing ordinances based on the research and study of the items. With Council direction, staff would bring back various ordinance revisions to reflect those changes.

Origination:

City Manager Robby Hefton

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the Council direct the staff to prepare the large lot ordinances and present them at the August 1st City Council meeting for public hearing and consideration of adoption.

Alternatives:

None recommended

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 3.**

Meeting Date: 07/18/2016

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Consider Request of Austin College to Temporarily Close Certain Streets for the 2016 "A" Run for 'Roos on Saturday, October 15, 2016

Issue:

Austin College has submitted a request to close certain streets surrounding the Austin College campus for the 2016 "A" Run for 'Roos 5K and 1-mile Fun Run beginning at 8:00 a.m. on Saturday, October 15, 2016

Background:

Austin College is sponsoring its annual "A" Run for 'Roos 5K and 1-mile Fun Run on Saturday, October 15th. The activities will begin at 8:00 a.m. and will follow the route outlined on the attached map.

Origination:

Jessica S. Saunders, Austin College "A" Association Board Member

Financial Consideration:

City labor and equipment to provide traffic control assistance and implement barricade placement and removal will be required.

Staff Recommendation:

It is recommended that the City Council approve this request and authorize the necessary assistance to accommodate the event.

Alternatives:

As recommended by the City Council

Attachments

"A" Run for 'Roos Request Letter

"A" Run for 'Roos Map

June 30, 2016

Mr. Steve Ayers
Director of Community and Support Services
220 W Mulberry Street
Sherman, TX 75090

Dear Mr. Steve Ayers,

I am Jessica Saunders with the Austin College Athletic Alumni Association. We would like to request to host our 4th annual "A" Run for 'Roos 5k and 1 mile fun run in the City of Sherman on the morning of October 15th, 2016. We held the event in McKinney the first two years, then moved the event to the Austin College campus for last year's race to coincide with Austin College's annual homecoming weekend. This year's race will once again coincide with AC homecoming and we are using the same proposed 5k route that was used for last year's run. All money raised for this event goes to the Austin College Athletics Enrichment fund.

This will be an open event to anyone who would like to participate. We will encourage and promote the event to all citizens of Sherman and surrounding cities. We will also have a large turnout of Austin College alumni who will come to town to participate as well.

Please do not hesitate to reach out to me directly should you have any questions or concerns. You can reach me directly by phone at 972-762-1082 or email at jessisaunders3@gmail.com.

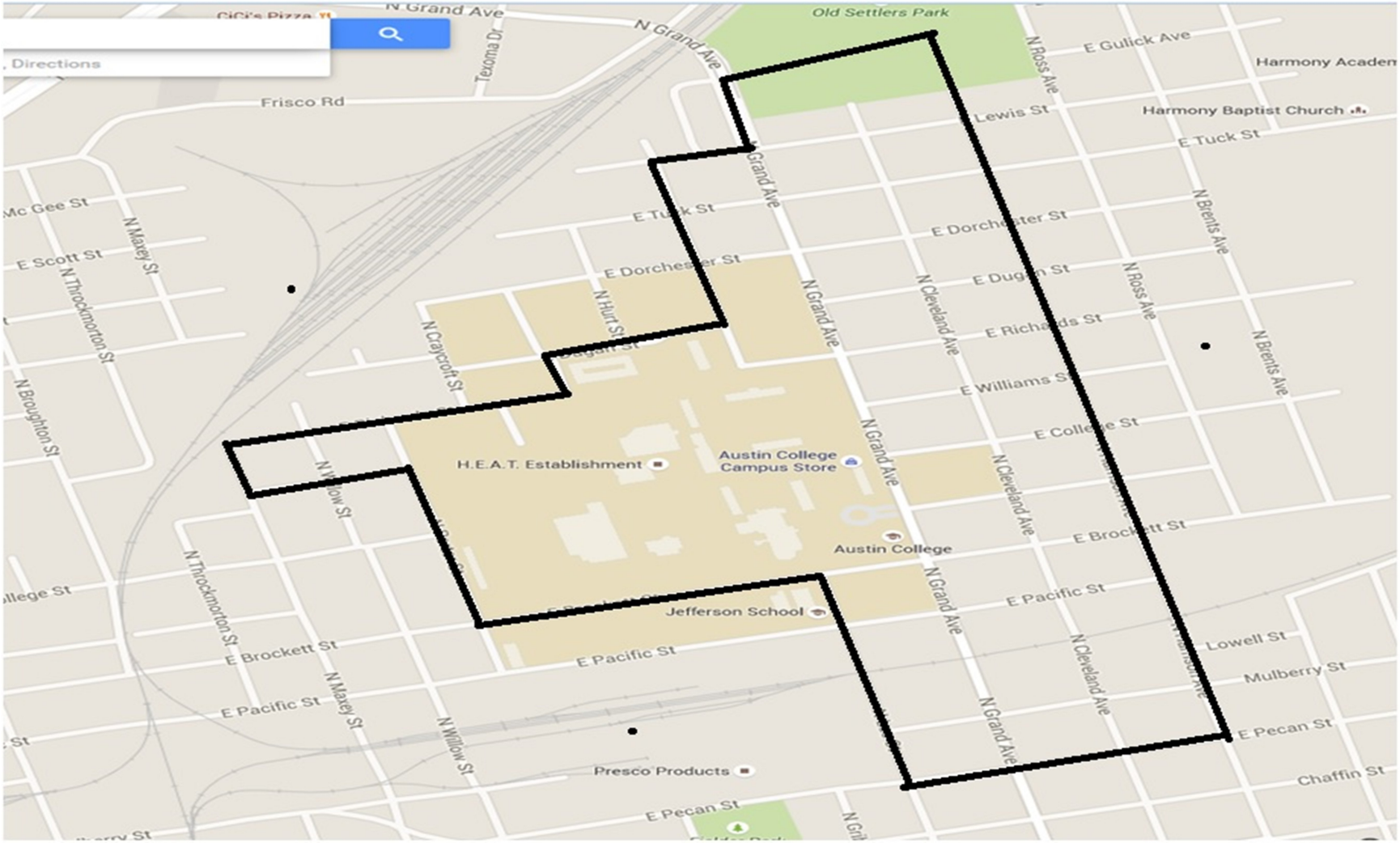
We look forward to working with you on this event.

Sincerely,

Jessica S. Saunders

Jessica S. Saunders
Austin College "A" Association Board Member

2016 AUSTIN COLLEGE “A” RUN FOR ‘ROOS



Start at Jerry E. Apple Stadium
- East on Brockett to Lee
- South on Lee to Pecan
-East on Pecan to Harrison
-North on Harrison to Old Settlers Park
-West on Old Settlers Park Drive, Exiting Park at West Gate and under Grand Ave. Viaduct
-South on Grand to Lewis
-West on Lewis to Luckett
-South on Luckett St to Dugan
-West on Dugan to Bledsoe
-South on Bledsoe to Richards
-West on Richards to Maxey
-South on Maxey to Williams
-East on Williams to Porter
-South on Porter to Jerry E. Apple Stadium

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 4.**

Meeting Date: 07/18/2016

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Approve Quarterly Investment Report for Quarter Ended June 30, 2016

Issue:

To approve the Investment Report for the quarterly period ending June 30, 2016

Background:

These reports are being presented in accordance with the state law that requires at least quarterly presentation to the Council. A separate report is included for the Tax Note proceeds as required by the Investment Policy. The reports were given to the Investment Committee prior to submittal to the Council.

As of June 30, 2016, the portfolios were in compliance with applicable state laws and the Investment Policy. The Operating investment portfolio had a book value of about $19.4 million, a decrease of about $1.1 million from prior quarter of $20.5 million, due to a called U.S. Agency Security and purchases and maturities of several State of Texas Obligations, a Certificate of Deposit maturity and renewal, and a withdrawal from a Local Government Investment Pool. The underlying investments were adequately diversified among four different types of securities. This portfolio is appropriately liquid; and its weighted-average maturity was about 496 days, down slightly from 498 days from last quarter. The portfolio yield of 0.903% for the quarter is higher than the benchmark yield of 0.45%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The CO debt proceeds portfolio balance of $1.8 million was invested in a Local Government Investment Pool with a maturity of one day. The only transaction in this portfolio was the receipt of interest income. The yield of .35% was above the benchmark yield of .20% for this portfolio. Book value and market value were about the same.

Origination:

Finance

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Council accept the Investment Report as presented.

Alternatives:

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

Investment Report for PE 06/30/2016

Sherman
CLASSIC TOWN. BROAD HORIZON.

memorandum

DATE: Wednesday, July 13, 2016

TO: The City of Sherman Investment Committee
Councilman Jason Sofey
Councilman Tom Watt
Robby Hefton, City Manager

FROM: Mary Lawrence, Director of Finance ml

CC: Don Keene, Assistant City Manager

SUBJECT: Investment Reports for Quarter Ended June 30, 2016

Enclosed are copies of the quarterly investment reports for the quarter ended June 30, 2016. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolios.

The total operating portfolio balance of about $19.4 million decreased by about $1.1 million during the quarter, compared to the balance at March 31, 2016 due to a called U.S. Agency Security, and purchases and maturities of several State of Texas political subdivision obligations, a Certificate of Deposit maturity and renewal, and a withdrawal from a Local Government Investment Pool. The underlying investments were adequately diversified among four different types of securities. The portfolio had a weighted-average maturity of about 496 days, down slightly from the 498 days from last quarter. The portfolio yield of 0.903% was higher than our benchmark 1-year Constant Maturity Treasury Index of 0.45%. Book value closely approximated market value.

The CO debt proceeds portfolio balance of $1.8 million was about the same compared to the balance at March 31, 2016. The portfolio was invested in a Local Government Investment Pool with a yield of .35% and a maturity of one day. The yield exceeds the 4-week Constant Maturity index of .20%. Interest income was the only transaction for the quarter.

This investment report will be on the July 18th City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachments (as stated above)

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending June 30, 2016

Total Portfolio Summary	Current Quarter 6/30/2016	Prior Quarter 3/31/2016	Change From Prior Quarter
Book Value	$ 19,404,492	$ 20,535,721	$ (1,131,229)
Market Value	$ 19,454,468	$ 20,559,648	$ (1,105,180)
Weighted Average Maturity - Days	496	498	(2)
Weighted Average Yield	0.903%	0.855%	0.048%
Earned Income	$ 32,886	$ 30,046	$ 2,840
Earned Income - Year-to-Date	$ 96,655	$ 63,769	$ 32,886

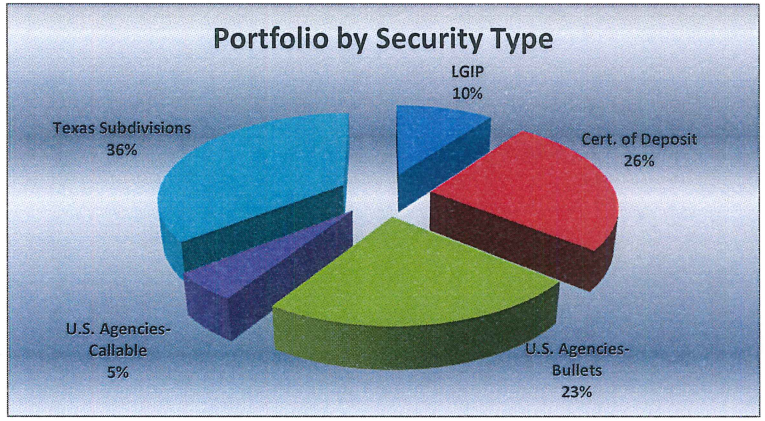
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

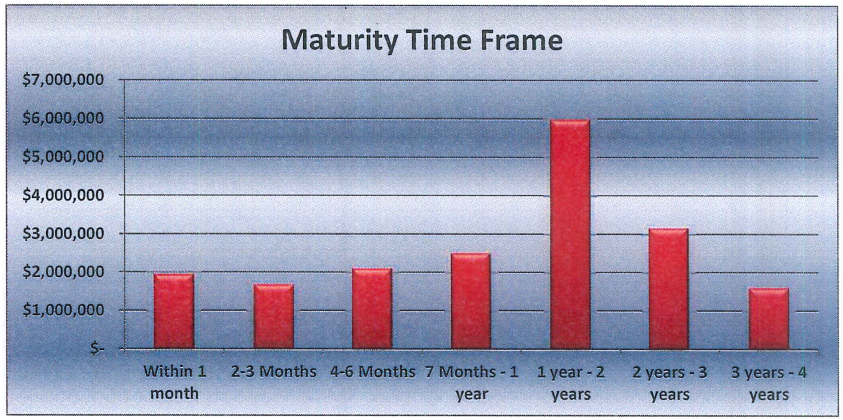
As of June 30, 2016, the City's portfolio had a book value of about $19.4 million, which approximates the market value. Of this amount, approximately $2.0 million was held in Local Government Investment Pools (LGIP), $5.0 million was held in Certificates of Deposit (CD), $5.5 million was held in U.S. Agency Securities and $6.9 million was held in State of Texas political subdivision obligations.

The portfolio value decreased by $1.1 million from the previous quarter primarily due to called U.S. Agency Securities ($1.0 million). Other activity included purchases ($1.1 million) and maturities ($0.7 million) of State of Texas political subdivision obligations; maturity of $0.5 million from the Local Goverment Investment Pools (LGIP) and renewal of a Certificate of Deposit ($1.0 million).

The weighted average yield on the portfolio was .903%, 45 basis points above the 1-year Constant Maturity Treasury Index of .45% and 5 basis points above the previous quarter.

The weighted average maturity of the portfolio decreased from 498 days at March 31, 2016, to 496 days at June 30, 2016.





Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

Tammy Davis, Controller and City of Sherman Investment Officer

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investments Outstanding
AS of 6/30/2016

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
Tex-Pool		LGIP	TexPool			AAAm	$ 560,416	100.00	$ 560,416	$ 560,416	100.02	$ 560,500	1	0.35%
TexStar		LGIP	TexSTAR			AAAm	1,386,732	100.00	1,386,732	1,386,732	100.02	1,386,964	1	0.38%
CDARS 1018776738	2/18/2016	CD	CDARS	0.40%	8/18/2016		1,000,000	100.00	1,000,000	1,000,000	100.00	1,000,000	49	0.40%
CD 4176804344	2/20/2014	CD	Landmark Bank	0.50%	10/20/2016		500,000	100.00	500,000	501,881	100.00	501,881	112	0.50%
CD 4176804781	10/1/2015	CD	Landmark Bank	0.43%	10/1/2016		1,000,000	100.00	1,000,000	1,002,156	100.00	1,002,156	93	0.43%
CD 4176805036	1/12/2015	CD	Landmark Bank	0.50%	11/12/2016		500,000	100.00	500,000	503,129	100.00	503,129	135	0.50%
CD 4176805564	3/22/2016	CD	Landmark Bank	0.80%	3/22/2017		1,000,000	100.00	1,000,000	1,001,950	100.00	1,001,950	265	0.80%
CD 4176805655	4/8/2016	CD	Landmark Bank	0.74%	10/8/2017		1,000,000	100.00	1,000,000	1,000,000	100.00	1,000,000	465	0.74%
796456DW8	2/14/2013	Texas Subdivision	St Augustine ISD	1.00%	8/15/2016	AAA	500,000	101.21	506,050	500,567	99.92	500,150	46	0.65%
346805EY6	3/25/2015	Texas Subdivision	Ft Bend Co TX MUD	2.00%	9/1/2016	A3	185,000	101.46	187,701	185,324	99.98	185,283	63	0.97%
849520QT1	2/9/2016	Texas Subdivision	Spring Creek TX UD	2.00%	10/1/2016	AA	95,000	100.87	95,823	95,326	99.97	95,302	93	0.65%
129703ER1	2/1/2014	Texas Subdivision	Calhoun Co TX ISD	3.00%	2/15/2017	AAA	500,000	107.20	535,985	507,598	99.99	507,550	230	0.57%
313379VE6	2/20/2015	Agency Bullet	FHLB	1.01%	6/19/2017	AA+	1,000,000	100.40	1,003,970	1,001,653	100.27	1,004,332	354	0.84%
887127TM0	2/24/2015	Texas Subdivision	Timberline TX UD	2.00%	8/1/2017	AA	475,000	102.64	487,559	480,637	100.00	480,624	397	0.90%
97000PHG8	4/19/2016	Texas Subdivision	William Co TX MUD# 10	2.00%	8/1/2017	AA	105,000	101.40	106,469	106,243	100.11	106,357	397	0.90%
3130AOWJ5	3/6/2014	Agency Bullet	FHLB	1.02%	8/7/2017	AA+	1,000,000	100.24	1,002,385	1,000,769	100.48	1,005,584	403	0.95%
34684PAW6	3/17/2016	Texas Subdivision	Ft Bend Co TX MUD #137	3.00%	9/1/2017	AA	300,000	102.94	308,823	307,085	100.07	307,290	428	0.96%
31315PZ28	2/17/2016	Agency Bullet	Farmer Mac	1.20%	12/22/2017	AA+	1,000,000	100.70	1,006,987	1,005,598	100.22	1,007,832	540	0.82%
67381PKE1	12/17/2014	Texas Subdivision	Oakmont TX PUD	2.00%	3/1/2018	A3	225,000	102.09	229,712	227,398	100.20	227,862	609	1.33%
232425NBO	2/24/2016	Texas Subdivision	CY-Champ TX PUD	2.00%	3/1/2018	AA	225,000	102.20	229,941	229,088	100.11	229,349	609	0.90%
667489FV5	2/24/2015	Texas Subdivision	NW Harris Co TX MUD #6	2.00%	4/1/2018	A2	210,000	102.74	215,748	213,260	100.47	214,261	640	1.10%
643161HB1	5/21/2015	Texas Subdivision	New Caney TX MUD	2.00%	4/1/2018	Aa3	270,000	101.36	273,672	272,253	100.41	273,372	640	1.51%
414911JL2	2/25/2015	Texas Subdivision	Harris Co TX MUD #119	2.00%	5/1/2018	A3	135,000	102.81	138,789	137,190	100.50	137,870	670	1.10%
313379DT3	3/1/2016	Agency Bullet	FHLB	1.25%	6/8/2018	AA+	1,000,000	100.71	1,007,060	1,006,022	100.52	1,011,292	708	0.94%
41421GFW4	2/27/2015	Texas Subdivision	Harris Co TX MUD # 468	2.00%	9/1/2018	A3	740,000	102.47	758,248	751,288	100.95	758,433	793	1.28%
82620YFZ1	6/19/2015	Texas Subdivision	Sienna Plantation MUD	2.00%	9/1/2018	A3	230,000	100.86	231,978	231,450	101.42	234,736	793	1.73%
34680CDA4	6/23/2015	Texas Subdivision	Ft Bend Co TX MUD #128	2.00%	9/1/2018	A3	650,000	102.02	663,130	658,934	100.15	659,900	793	1.35%
955496GC2	8/6/2015	Texas Subdivision	W Ranch TX Mgmt Dist	1.65%	9/1/2018	A3	340,000	100.60	342,030	341,435	100.68	343,747	793	1.45%
41421DRU2	3/24/2016	Texas Subdivision	Harris Co TX MUD #419	3.00%	9/1/2018	AA	140,000	104.43	146,203	145,521	99.90	145,369	793	1.15%
31331KB74	9/30/2015	Agency Bullet	FFCB	1.88%	3/29/2019	AA+	500,000	102.46	512,290	509,651	100.84	513,933	1,002	1.12%
88213ACF0	7/23/2015	Texas Subdivision	TX St A&M Sys Brd	4.00%	5/15/2019	AA+	500,000	108.07	540,330	530,392	101.72	539,510	1,049	1.80%
207435MH8	6/1/2016	Texas Subdivision	Conally TX Consol ISD	3.00%	8/15/2019	AAA	150,000	106.42	159,635	159,396	99.88	159,210	1,141	0.96%
34683CJU1	5/5/2016	Texas Subdivision	Ft Bend Co TX MUD #133	2.00%	9/1/2019	AA+	100,000	102.76	102,762	102,635	100.29	102,935	1,158	1.15%
414229FG8	5/5/2016	Texas Subdivision	Harris Co TX MUD #500	4.00%	12/1/2019	AA	315,000	107.76	339,435	338,523	101.00	341,901	1,249	1.75%
3130A7D36	2/26/2016	Agency Callable	FHLB	1.50%	2/26/2020	AA+	1,000,000	100.00	1,000,000	1,000,000	100.03	1,000,329	1,336	1.50%
414935LK0	5/3/2016	Texas Subdivision	Harris Co MUD #120	2.00%	8/1/2020	AA	395,000	102.09	403,252	402,992	100.14	403,575	1,493	1.49%
Total							**$ 19,232,148**		**$ 19,079,862**	**$ 19,404,492**		**$ 19,454,468**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Market Value Summary
AS of 6/30/2016

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 3/31/2016	Change in Market Value	Market Value 6/30/2016
Tex-Pool		TexPool		$ 1,059,825	$ (499,325)	$ 560,500
TexStar		TexSTAR		1,385,148	1,816	1,386,964
CD 4176804781	10/1/2014	Landmark Bank	10/1/2016	1,001,085	1,071	1,002,156
CD 4176805135	4/8/2015	Landmark Bank	4/8/2016	1,002,639	(1,002,639)	-
CDARS 1018776738	2/18/2016	CDARS	8/18/2016	1,000,000	-	1,000,000
CD 4176804344	2/20/2014	Landmark Bank	10/20/2016	501,265	616	501,881
CD 4176805036	1/12/2015	Landmark Bank	11/12/2016	502,504	625	503,129
CD 4176805564	3/25/2017	Landmark Bank	3/25/2017	1,000,000	1,950	1,001,950
CD 4176805655	4/8/2016	Landmark Bank	10/8/2017	-	1,000,000	1,000,000
414941MY7	3/27/2016	Harris Co TX MUD	4/1/2016	185,000	(185,000)	-
914729JM1	5/23/2013	Univ of North Texas	4/15/2016	250,278	(250,278)	-
54810C6X3	5/23/2013	Lower CO River Auth	5/15/2016	291,586	(291,586)	-
796456DW8	2/14/2013	St Augustine ISD	8/15/2016	500,425	(275)	500,150
346805EY6	3/25/2015	Ft. Bend Co TX MUD	9/1/2016	185,696	(413)	185,283
849520QT1	2/9/2016	Spring Creek TX UD	10/1/2016	95,599	(297)	95,302
129703ER1	2/15/2017	Calhoun Co TX ISD	2/15/2017	510,115	(2,565)	507,550
313379VE6	2/20/2015	FHLB	6/19/2017	1,003,775	557	1,004,332
887127TM0	2/24/2015	Timberline TX UD	8/1/2017	481,189	(565)	480,624
97000PHG8	4/19/2016	William Co TX MUD #10	8/1/2017	-	106,357	106,357
3130AOWJ5	3/6/2014	FHLB	8/7/2017	1,006,537	(953)	1,005,584
3468PAW6	3/17/2016	Ft Bend Co TX MUD #137	9/1/2017	307,791	(501)	307,290
31315PZ28	3/17/2016	Farmer Mac	12/22/2017	1,006,436	1,396	1,007,832
67381PKE1	12/17/2014	Oakmont TX PUD	3/1/2018	227,783	79	227,862
23242NBO	2/24/2016	CY-Champ TX PUD	3/1/2018	229,493	(144)	229,349
667489FV5	2/24/2015	NW Harris Co TX MUD #6	4/1/2018	213,959	302	214,261
643161HB1	5/21/2015	New Caney TX MUD	4/1/2018	273,486	(114)	273,372
414911JL2	2/25/2015	Harris Co TX MUD #119	5/1/2018	138,017	(147)	137,870
313379DT3	2/29/2016	FHLB	6/8/2018	1,008,310	2,982	1,011,292
41421GFW4	2/27/2015	Harris Co TX MUD # 468	9/1/2018	757,634	799	758,433
8260YFZ1	6/19/2015	Sienna Plantation MUD	9/1/2018	234,379	357	234,736
34680CDA4	6/23/2015	Ft Bend Co TX MUD #128	9/1/2018	658,502	1,398	659,900
955496GC2	8/6/2015	W Ranch TX Mgmt Dist	9/1/2018	342,162	1,585	343,747
41421DRU2	3/24/2016	Harris Co TX MUD #419	9/1/2018	145,583	(214)	145,369
3130A5LB3	6/30/2015	FHLB	12/28/2018	1,001,746	(1,001,746)	-
31331KB74	9/30/2015	FFCB	3/29/2019	514,193	(260)	513,933
88213ACFO	7/23/2015	TX St A&M Sys Brd	5/15/2019	538,010	1,500	539,510
207435MH8	6/1/2016	Conally TX Consol ISD	8/15/2019	-	159,210	159,210
34683CJU1	5/5/2016	Ft Bend C0 TX MUD #133	9/1/2019	-	102,935	102,935
414229FG8	5/5/2016	Harris Co TX MUD #500	12/19/2016	-	341,901	341,901
3130A7D36	2/26/2016	FHLB	2/26/2020	999,498	831	1,000,329
414935LK0	5/3/2016	Harris Co TX MUD #120	8/1/2020	-	403,575	403,575
Total				**$ 20,559,648**	**$ (1,105,180)**	**$ 19,454,468**

Sherman
CLASSIC TOWN. BROAD HORIZON.

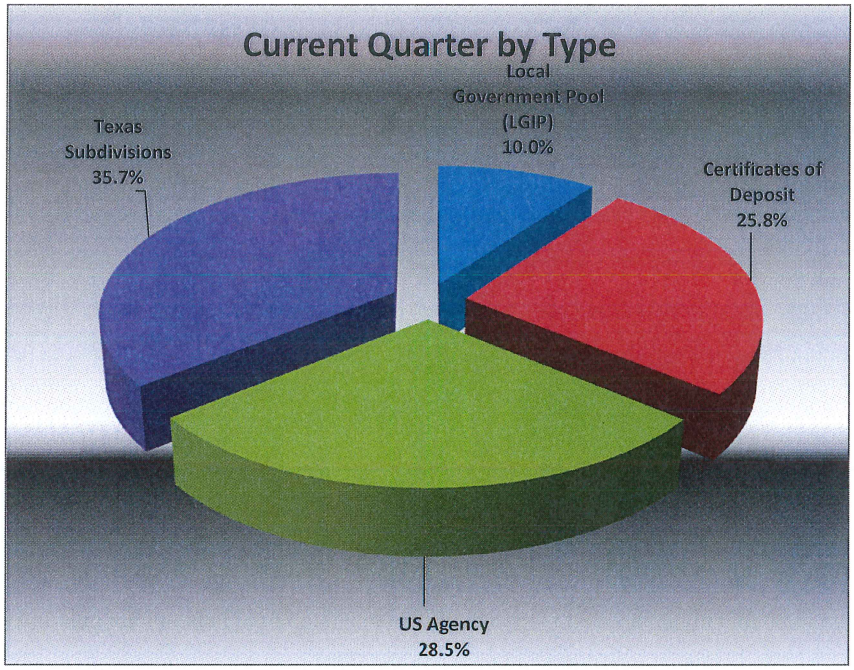
CITY OF SHERMAN, TX
Investment Transaction Report
AS of 6/30/2016

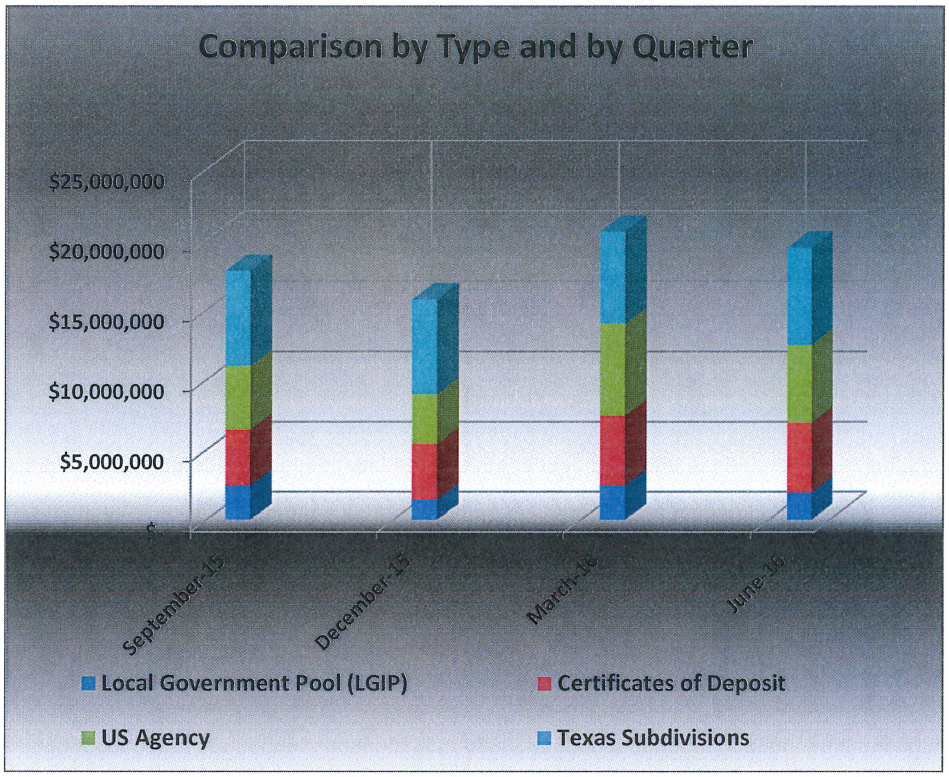
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/ Received	Total Amount	YTM
Maturities											
	4/1/2016	414941MY7	Harris Co TX MUD	2.00%	4/1/2016		$ 185,000	$ 185,014	$ 1,850	$ 186,864	0.60%
	4/8/2016	CD 4176805135	Landmark Bank	0.35%	4/8/2016		1,000,000	1,002,639	873	1,003,512	0.35%
	4/15/2016	914729JM1	UNT	4.50%	4/15/2016		250,000	250,402	5,625	256,027	0.55%
	5/15/2016	54810C6X3	LCRA	0.61%	5/15/2016		290,000	260,517	7,250	267,767	0.61%
	6/28/2016	3130A5LB3	FHLB	1.50%	12/28/2018	6/28/2016	1,000,000	1,000,000	7,500	1,007,500	1.50%
Purchases											
	4/8/2016	CD 4176805655	Landmark Bank	0.74%	10/8/2017		1,000,000	1,000,000	-	1,000,000	0.74%
	4/19/2016	97000PHG8	William Co TX MUD #10	2.00%	8/1/2017		105,000	106,469	105	106,574	0.90%
	5/4/2016	414935LK0	Harris Co TX MUD #120	2.00%	8/1/2016		395,000	403,251	44	403,295	1.49%
	5/5/2016	414229FG8	Harris Co TX MUD #500	4.00%	12/1/2019		315,000	339,434	140	339,574	1.75%
	5/8/2016	34683CJU1	Ft Bend Co TX MUD #133	1.15%	9/1/2019		100,000	102,762	22	102,784	1.15%
	6/1/2016	207435MH8	Conally TX Consol ISD	0.96%	8/15/2019		150,000	159,634	-	159,634	0.96%
Income Payments											
	6/30/2016	Tex-Pool	LGIP	0.35%			560,416		665	665	0.35%
	6/30/2016	TexStar	LGIP	0.38%			1,386,732		1,299	1,299	0.38%
	4/30/2016	CD 4176804781.2	Landmark Bank	0.43%	10/20/2016		1,000,000		1,070	1,070	0.43%
	4/12/2016	CD 4176805036	Landmark Bank	0.50%	11/12/2016		500,000		625	625	0.50%
	5/20/2016	CD 4176804344	Landmark Bank	0.50%	10/20/2016		500,000		616	616	0.50%
	4/30/2016	CDARS 1018776738	CDARS	0.40%	8/17/2016		1,000,000		329	329	0.40%
	5/31/2016	CDARS 1018776738	CDARS	0.40%	8/17/2016		1,000,000		340	340	0.40%
	6/30/2016	CDARS 1018776738	CDARS	0.40%	8/17/2016		1,000,000		328	328	0.40%
	6/22/2016	CD 4176805564	Landmark Bank	0.80%	3/25/2017		1,000,000		1,950	1,950	0.80%
	4/1/2016	64316HB1	New Caney TX MUD	2.00%	4/1/2018		270,000		2,700	2,700	1.51%
	4/1/2016	667489FV5	NW Harris Co MUD #6	2.00%	4/1/2018		210,000		2,100	2,100	1.10%
	6/8/2016	313379DT3	FHLB	1.25%	6/8/2018		1,000,000		6,250	6,250	0.94%
	5/1/2016	414911JL2	Harris Co TX MUD #119	2.00%	5/1/2018		135,000		1,350	1,350	1.10%
	5/15/2016	88213ACF0	TX St A&M Sys Brd	4.00%	5/15/2019		500,000		10,000	10,000	1.80%
	6/19/2016	313379VE6	FHLB	1.01%	6/29/2017		1,000,000		5,050	5,050	0.84%
	6/22/2016	31315PZ28	Farmer Mac	1.20%	12/22/2017		1,000,000		6,000	6,000	0.82%
Total									**$ 64,081**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Comparison by Type
As of 6/30/2016

Cash/Investment Type	Balance 9/30/2015	Balance 12/31/2015	Balance 3/31/2016	Balance 6/30/2016	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	$ 2,442,823	$1,443,415	$2,444,777	$ 1,947,148	10.03%	50.00%
Certificates of Deposit	4,012,017	4,009,272	5,007,493	5,009,116	25.81%	50.00%
US Agency	4,518,830	3,515,023	6,526,885	5,523,693	28.47%	50.00%
Texas Subdivisions	6,788,949	6,763,462	6,556,566	6,924,535	35.69%	50.00%
Total	**$ 17,762,619**	**$ 15,731,172**	**$ 20,535,721**	**$ 19,404,492**	**100.00%**	



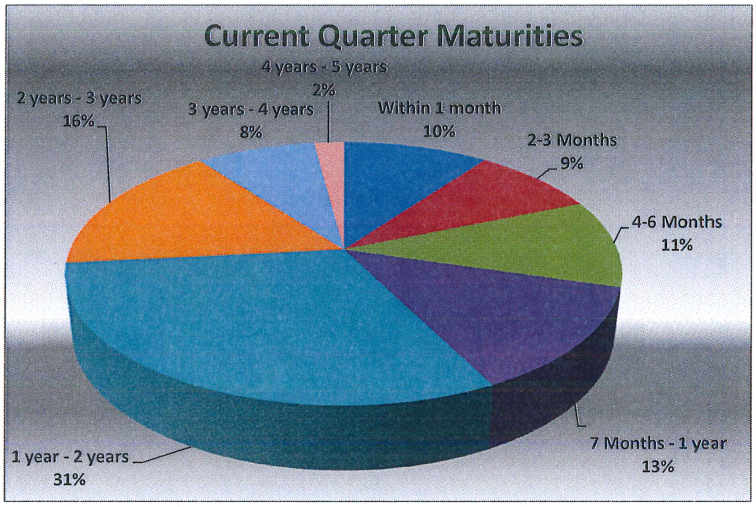


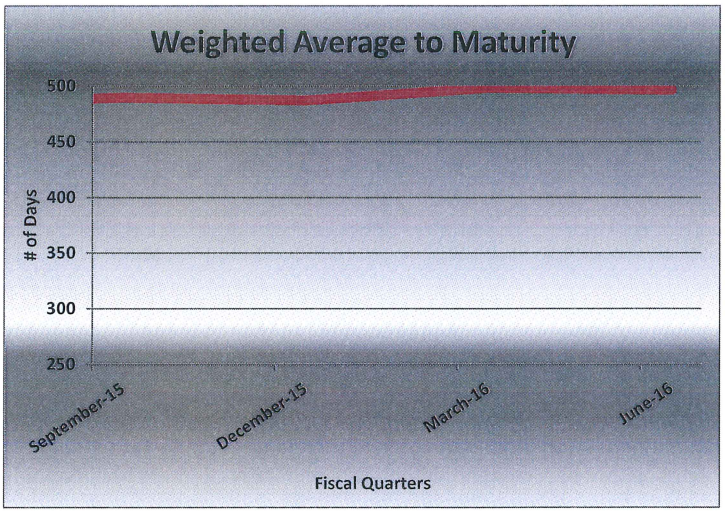
Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Portfolio by Maturity
As of 06/30/2016

Maturity Time Frame	Balance 9/30/2015	Balance 12/31/2015	Balance 3/31/2016	Balance 6/30/2016	Percent of Portfolio
Within 1 month	$ 3,445,218	$ 1,443,415	$ 3,882,832	$ 1,947,148	10.03%
2-3 Months	1,002,315	1,973,991	291,550	1,685,891	8.69%
4-6 Months	1,979,981	1,734,935	1,686,665	2,102,492	10.84%
7 Months - 1 year	2,428,626	2,689,968	3,611,090	2,511,201	12.94%
1 year - 2 years	4,010,321	3,000,398	4,257,554	5,985,543	30.85%
2 years - 3 years	2,845,537	3,841,396	5,273,001	3,168,671	16.33%
3 years - 4 years	2,050,621	1,047,069	1,533,029	1,600,554	8.25%
4 years - 5 years	-	-	-	402,992	2.08%
	$ 17,762,619	**$ 15,731,172**	**$ 20,535,721**	**$ 19,404,492**	**100.00%**

Liquidity Indicator					Maximum Allowable
Weighted Average Maturity	**489.80**	**487.16**	**498.48**	**496.46**	**500.00**

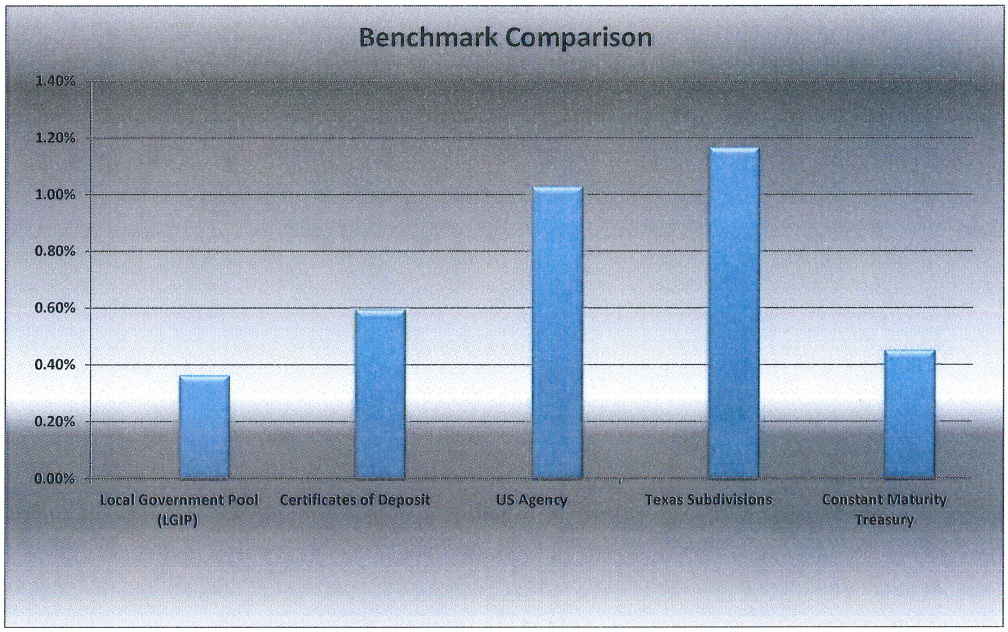




Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Earned Income
AS of 6/30/2016

Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
6/30/2016	Tex-Pool	TexPool		0.35%	665	-	665
6/30/2016	TexStar	TexSTAR		0.38%	1,299	-	1,299
4/1/2016	CD 4176804781.2	Landmark Bank	0.43%	0.43%	1,070	-	1,070
4/8/2016	CD 4176805135	Landmark Bank	0.35%	0.35%	873	(798)	75
4/12/2016	CD 4176805036	Landmark Bank	0.50%	0.50%	625	-	625
5/20/2016	CD 4176804344	Landmark Bank	0.50%	0.50%	616	7	623
6/22/2016	CD 4176805564	Landmark Bank	0.80%	0.80%	1,950	45	1,995
6/30/2016	CDARS 1018776738	CDARS	0.40%	0.40%	997	-	997
6/30/2016	CD 4176805655	Landmark Bank	0.74%	0.74%	-	1,674	1,674
4/1/2016	414941MY7	Harris Conty TX MUD	2.00%	0.60%	1,850	(1,904)	(54)
4/1/2016	643161HB1	New Caney TX MUD	2.00%	1.51%	2,700	(1,671)	1,029
4/1/2016	667489FV5	NW Harris Co TX MUD #6	2.00%	1.10%	2,100	(1,571)	529
4/15/2016	914729JM1	UNT	4.50%	0.55%	5,625	(5,558)	67
4/19/2016	97000PHG8	William Co TX MUD #10	2.00%	0.90%	105	84	189
5/1/2016	414911JL2	Harris Co TX MUD #119	2.00%	1.10%	1,350	(969)	381
5/4/2016	414935LKO	Harris Co TX MUD #120	2.00%	1.49%	44	904	948
5/5/2016	414229FG8	Harris Co TX MUD #500	4.00%	1.75%	140	805	945
5/8/2016	34683CJU1	Ft Bend Co TX MUD # 133	2.00%	1.15%	22	139	161
5/15/2016	88213ACF0	TX St A&M Sys Brd	4.00%	1.80%	10,000	(7,692)	2,308
5/15/2016	54810C6X3	LCRA	0.61%	0.61%	7,250	(6,987)	263
6/1/2016	207435MH8	Conally TX Consol ISD	3.00%	0.96%	-	136	136
6/8/2016	313379DT3	FHLB	1.25%	0.94%	6,250	(4,720)	1,530
6/19/2016	313379VE6	FHLB	1.01%	0.84%	5,050	(3,710)	1,340
6/28/2016	3130A5LB3	FHLB	1.50%	1.50%	7,500	(3,833)	3,667
6/30/2016	82620YFZ1	Sienna Plantation TX MUD	2.00%	1.73%	-	995	995
6/30/2016	41421GFW4	Harris Co Tx MUD #468	2.00%	1.28%	-	2,405	2,405
6/30/2016	67381PKE1	Oakmont PUD	2.00%	1.33%	-	743	743
6/30/2016	3468CDA4	Ft. Bend Co TX MUD #128	2.00%	1.35%	-	2,225	2,225
6/30/2016	346805EY6	Ft. Bend Co TX MUD	2.00%	0.97%	-	467	467
6/22/2016	31315PZ28	Farmer Mac	1.20%	0.82%	6,000	(3,943)	2,057
6/30/2016	3468PAW6	Ft Bend Co TX MUD # 137	3.00%	0.96%	-	727	727
6/30/2016	41421DRU2	Harris Co TX MUD #419	3.00%	1.15%	-	416	416
6/30/2016	232425NBO	CY-Champ TX PUD	2.00%	0.90%	-	389	389
6/30/2016	796456DW8	St Augustine ISD	1.21%	0.65%	-	944	944
6/30/2016	84952QT1	Spring Creek TX UD	2.00%	0.65%	-	156	156
6/30/2016	954496GC2	W Ranch TX Mgmt Dist	1.65%	1.45%	-	1,238	1,238
6/30/2016	31331KB74	FFCB	1.88%	1.12%	-	1,467	1,467
6/30/2016	129703ER1	Calhoun Co TX ISD	1.88%	0.52%	-	757	757
6/30/2016	887127TM0	Timberline TX UD	2.00%	0.90%	-	1,116	1,116
6/30/2016	3130A0WJ5	FHLB	1.02%	0.95%	-	2,376	2,376
6/30/2016	3130A7D36	FHLB	1.50%	1.50%	-	3,750	3,750
					$ 64,081	**$ (31,195)**	**$ 32,886**



CITY OF SHERMAN, TEXAS
CO DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending June 30, 2016

Total Portfolio Summary	Current Quarter 6/30/16	Prior Quarter 3/31/16	Change From Prior Qtr
Book Value	$ 1,809,415	$ 1,807,850	$ 1,565
Market Value	$ 1,809,777	$ 1,807,977	$ 1,800
Weighted Average Maturity - Days	1	1	-
Weighted Average Yield	0.35%	0.32%	0.03%
Earned Income	$ 1,564	$ 920	$ 644
Earned Income - Year-to-Date	$ 2,484	$ 920	$ 1,564

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of June 30, 2016, the City's CO Debt Proceeds portfolio had a book value of about $1.8 million, which approximates the market value held in a Local Government Investment Pool (LGIP). The addition of interest income was the only transaction.

The weighted average yield on the portfolio was 0.35%, 15 basis point above the 4-week Constant Maturity Treasury Index of 0.20% and 3 basis points above the previous quarter.

Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

Tammy Davis, Controller and City of Sherman Investment Officer

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investments Outstanding
AS of 6/30/2016

Name	Settlement Date	Security Type	Security Description	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Mty	YTM
TexPool Tax Notes	2/2/16	LGIP	Texpool	AAAm	$ 1,809,415	100.00	$ 1,809,415	$ 1,809,415	100.02	$ 1,809,777	1	0.35%
Total					**$ 1,809,415**		**$ 1,809,415**	**$ 1,808,874**		**$ 1,809,777**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Market Value Summary
AS of 6/30/2016

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 3/31/16	Change in Market Value	Market Value 6/30/2016
TexPool		TexPool		$ 1,808,031	$ 1,746	$ 1,809,777
Total				**$ 1,808,031**	**$ 1,746**	**$ 1,809,777**

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investment Transaction Report
AS of 6/30/2016

Trade Date	Settle Date	Name	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased / Received	Total Amount	YTM
Purchase												
	No purchases											
Income Payments												
	4/30/2016	TexPool Tax Notes	LGIP	0.34%			$ 1,808,353			$ 502	$ 502	0.34%
	5/31/2016	TexPool Tax Notes	LGIP	0.34%			1,808,875			522	522	0.34%
	6/30/2016	TexPool Tax Notes	LGIP	0.36%			1,809,415			540	540	0.36%
Total										**$ 1,564**	**$ 1,564**	

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Comparison by Type
AS of 6/30/2016

Cash / Investment Type	Balance 9/30/2015	Balance 12/31/2015	Balance 3/31/2016	Balance 6/30/2016	Percent of Portfolio	Portfolio Cap
Local Governament Pool (LGIP)	$ -	$ -	$ 1,807,850	$ 1,809,777	100.00%	100.00%
Total	**$ -**	**$ -**	**$ 1,807,850**	**$ 1,809,777**	**100.00%**	

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 6/30/2016

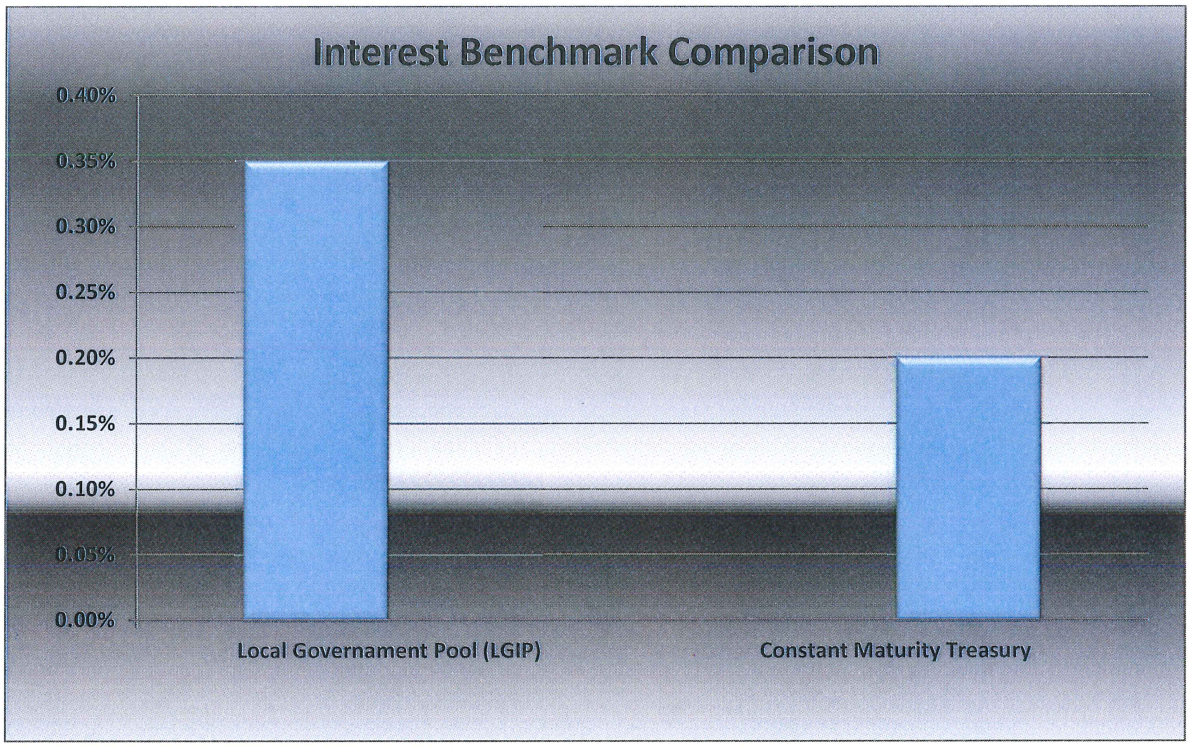
Maturity Time Frame	Balance 9/30/2015	Balance 12/31/2015	Balance 3/31/2016	Balance 6/30/2016	Percent of Portfolio	Minimum Allowable
Within 1 month	$ -	$ -	$ 1,807,850	$ 1,809,415	100.00%	100.00%
	$ -	**$ -**	**$ 1,807,850**	**$ 1,809,415**		

Liquidity Indicator				
Weighted Average Maturity	**0.00**	**0.00**	**1.00**	**1.00**

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Earned Income
AS of 6/30/2016

Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
4/30/2016	TexPool Tax Notes	LGIP		0.34%	$ 502	$ -	502
5/31/2016	TexPool Tax Notes	LGIP		0.34%	$ 522	$ -	522
6/30/2016	TexPool Tax Notes	LGIP		0.35%	$ 540	$ -	540
6/30/2016					**$ 1,564**	**$ -**	**$ 1,564**



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 5.**

Meeting Date: 07/18/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Site Plan Approval and Exception for Fisher Controls International, Inc., Owners; Fisher Controls, Tenant; and Alan McKelva, Representative; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of an Addition for a Powder Paint System for Fisher Controls and Exception under Ordinance No. 2252, Article IV, Section 410 (2) (m) to Allow Painted "R" Type Panels on an Outdoor Cure Oven for a Powder Paint System in Lieu of the Required Masonry in the Blalock Industrial Park District at 4725 South U.S. Highway 75

Issue:

Site plan approval for an addition for a powder paint system for Fisher Controls International, Inc. and exception to allow painted "R" type panels on an outdoor cure oven for a powder paint system for Fisher Controls in lieu of the required masonry in the Blalock Industrial Park

Background:

The property is located at 4725 South U.S. Highway 75 in the Blalock Industrial Park; Fisher Controls is the tenant. Fisher Controls would like to construct an addition for a powder paint system. The cure oven portion of the system will be located on the exterior of the building to keep the heat load out of the facility. They would like to use painted "R" as the exterior finish of the addition.

Origination:

Fisher Controls International Inc. (Owners)
Fisher Controls (Tenant)
Alan McKelva (Representative)

Financial Consideration:

None

Staff Recommendation:

At the regular meeting on June 21, 2016, the Planning and Zoning Board voted 8/0 to approve the Site Plan and exception subject to the Staff Review Letter and forward the request to the City Council.

Alternatives:

The City Council could deny the request.

Attachments

Location Map
Zoning Map
Zoning Photo
Site Plan
Elevations
Staff Review Letter
P&Z Communication

Sherman
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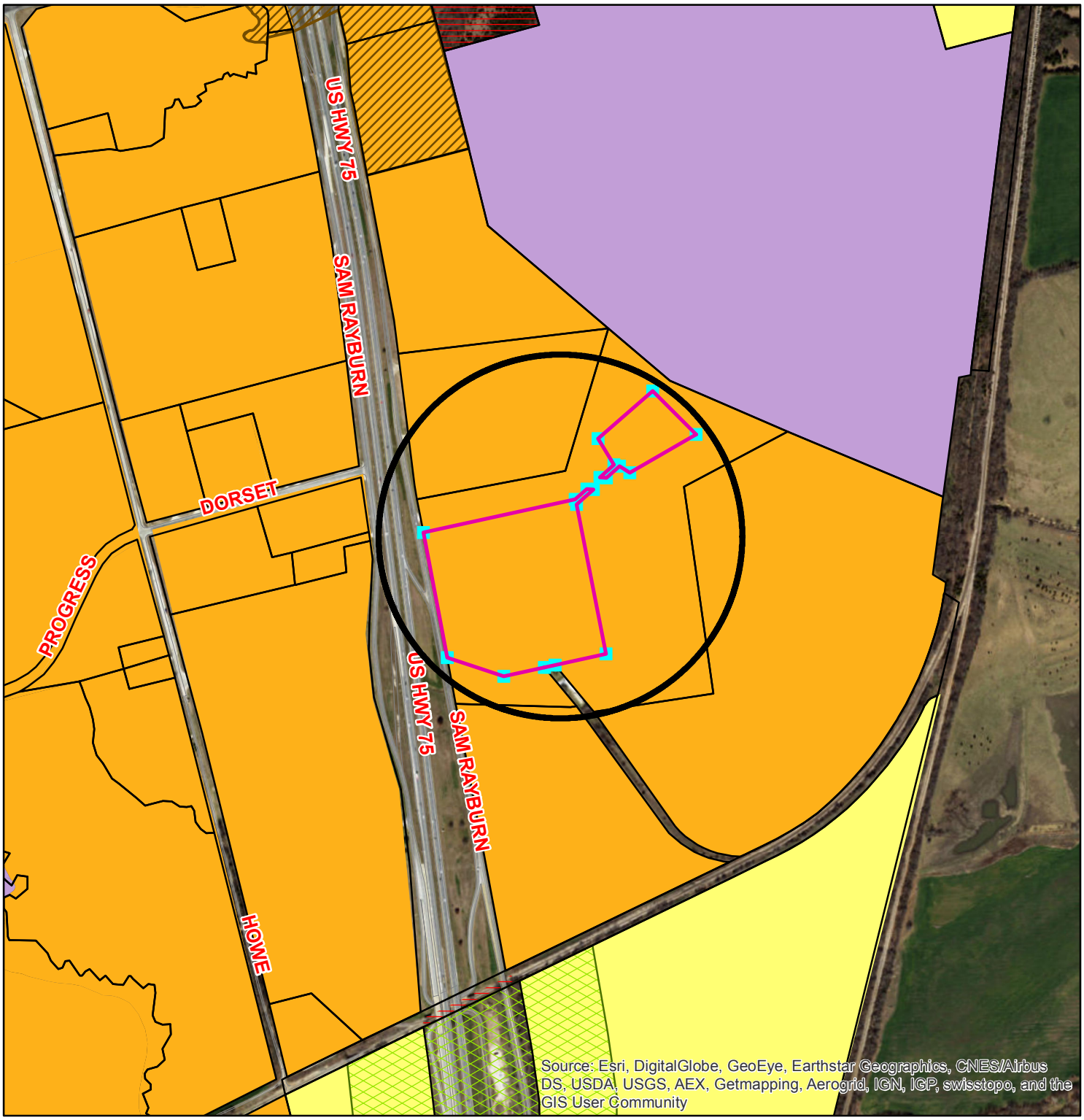
4725 South U.S. Highway 75

NOT TO SCALE

1 in = 2,140 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 4725 South U.S. Highway 75

Legend

Transportation Corridors Overlay

HWY_NAME

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District

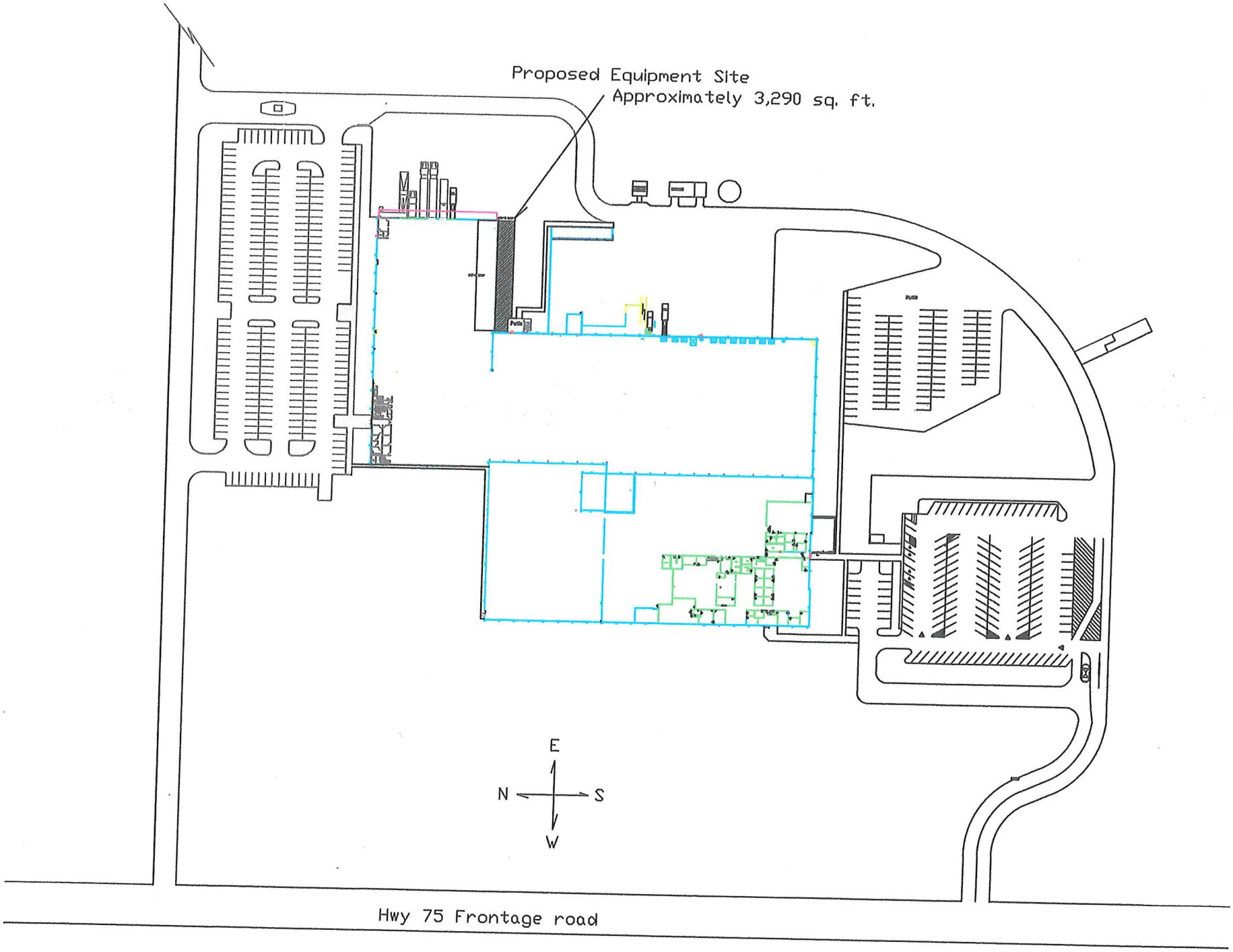
Sherman
CLASSIC TOWN. BROAD HORIZON.

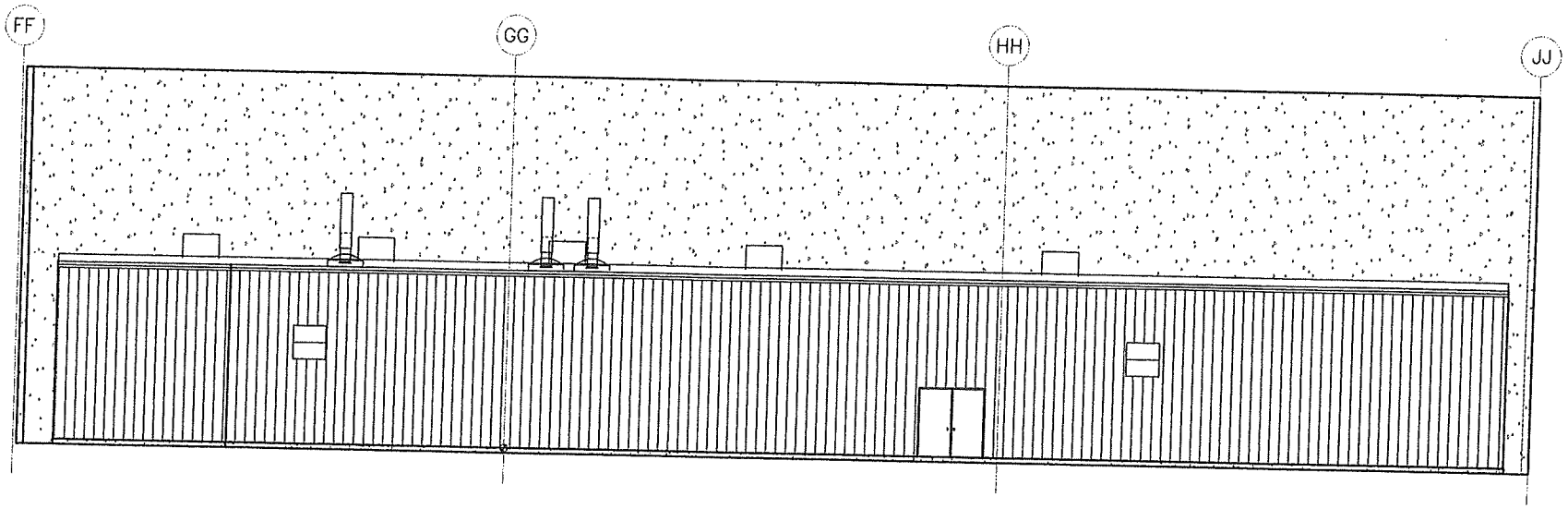
NOT TO SCALE

1 in = 900 ft

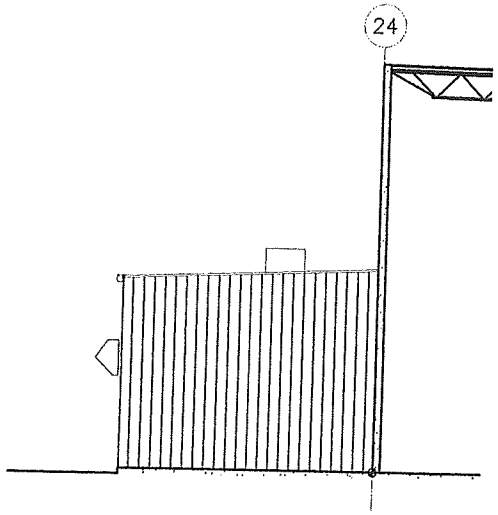
City of Sherman, Texas
Developmental Services Department

4725 S. Highway 75


Proposed Equipment Site
Approximately 3,290 sq. ft.
E
N
S
W
Hwy 75 Frontage road



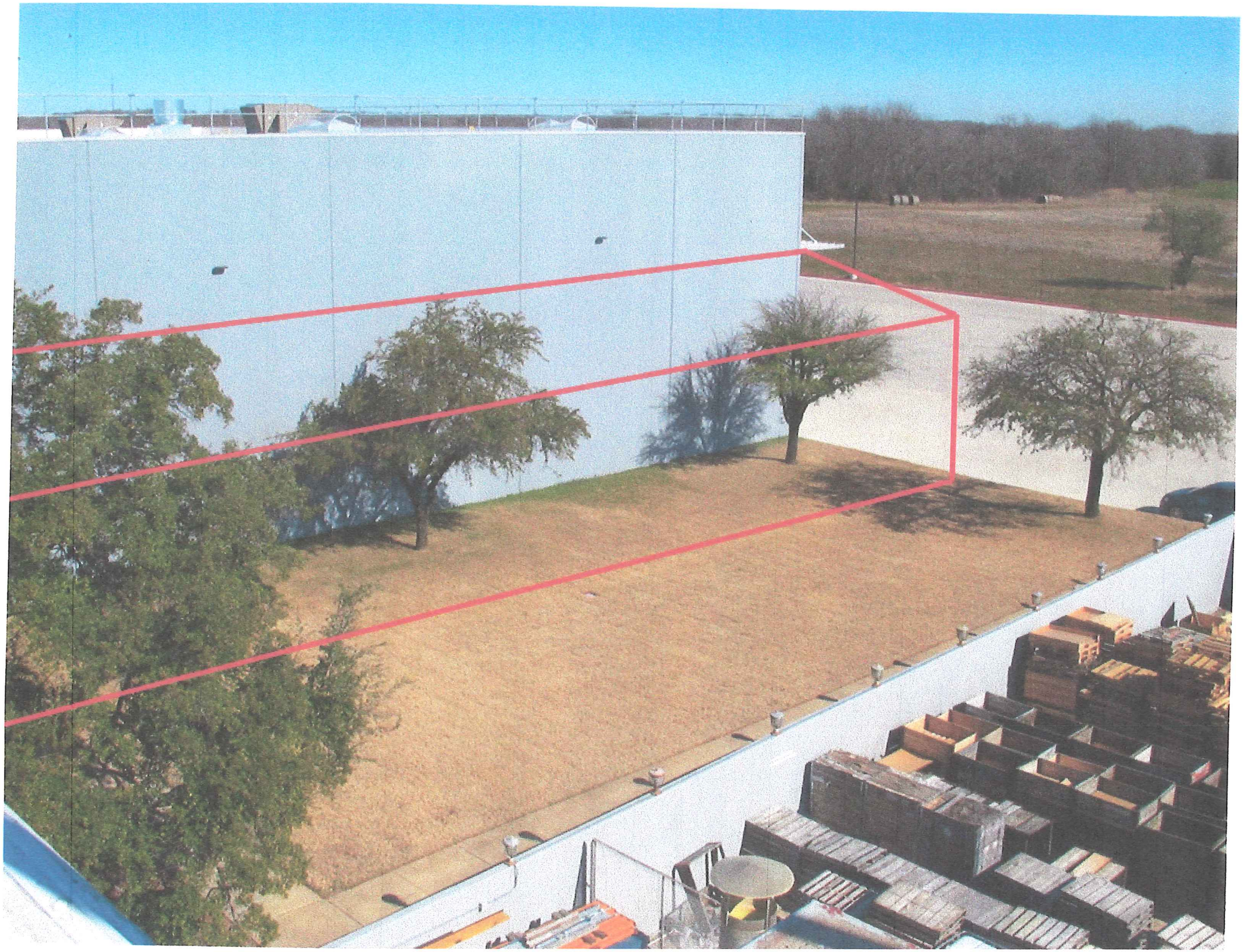
OUTDOOR OVEN & COOLING TUNNEL ELEVATION VIEW

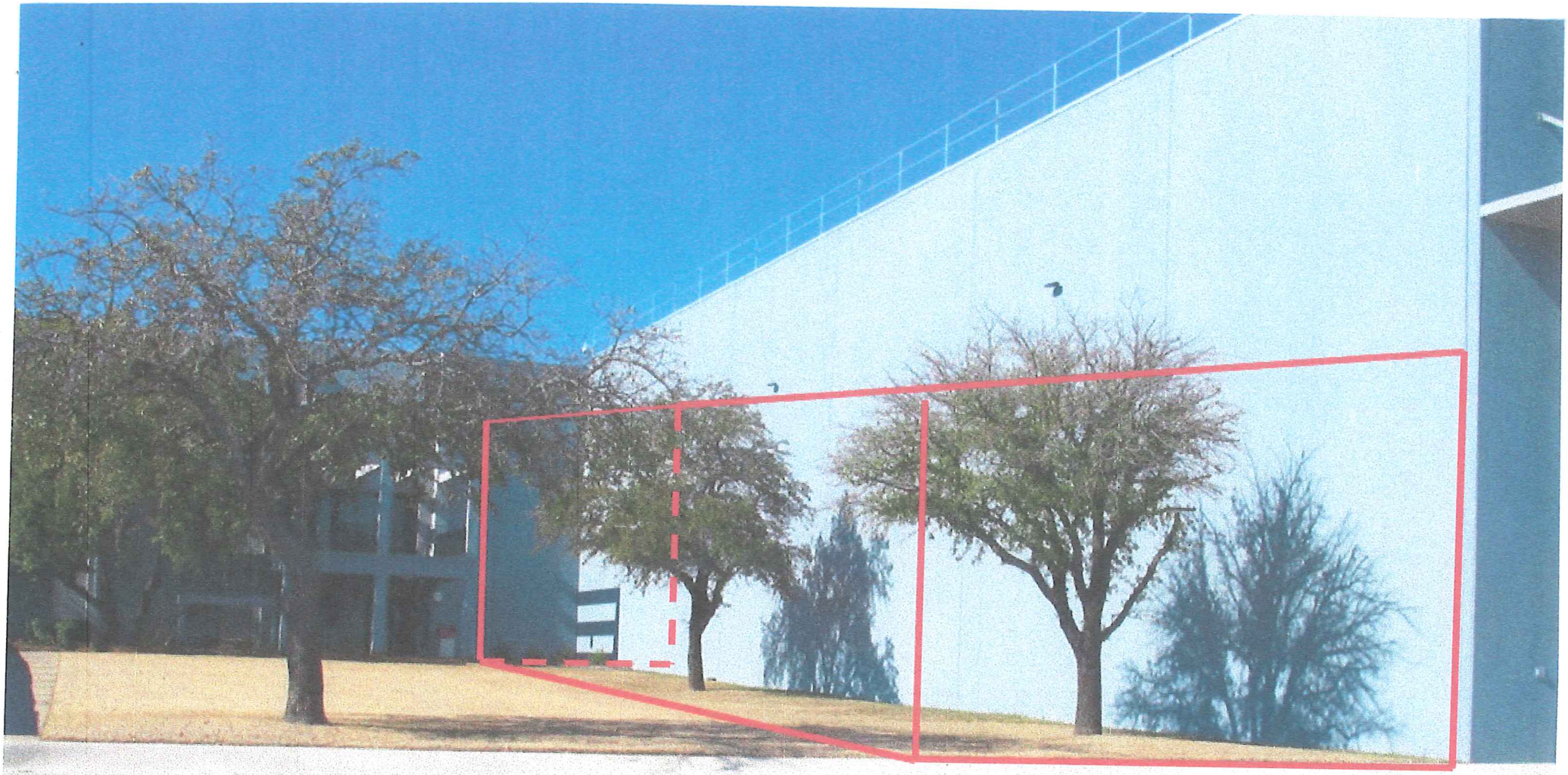


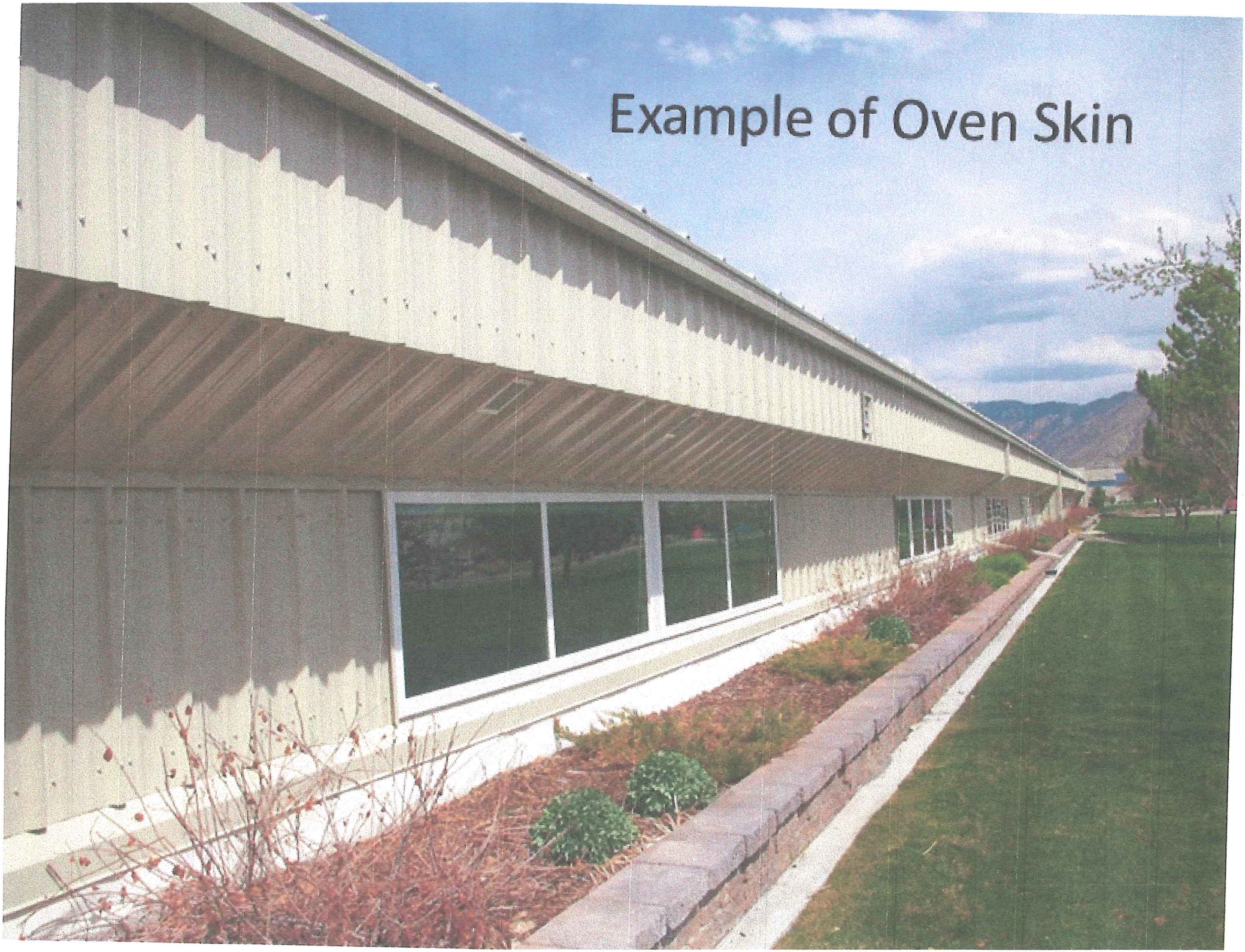
OUTDOOR OVEN & COOLING TUNNEL END VIEW

TTX THERM-TROL-X, INC.	SCALE 1/4" = 1'-0"	DRAWN BY MRS DWG 7369	CHECKED BY DWG	PROJECT ENG. PPS DWG 7373	DATE 05/06/2016 SHT OF
	FISHER – EMERSON				CHARGE NO. 2935-SYS
	OUTDOOR OVEN & COOLING TUNNEL				DRAWING NO. 2935-SYS-OV-1101

Oven location behind the
facility. Hwy 75






Example of Oven Skin

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

June 15, 2016

Fisher Controls International
4725 S. U.S. Highway 75
Sherman, TX 75090

Alan McKelva
4725 S. U.S. Highway 75
Sherman, TX 75090

Dear Applicants,

The request for site plan approval for the construction of an addition for a powder paint system for Fisher Controls in the Blalock Industrial Park for the property located at 4725 South U.S. Highway 75 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 21, 2016 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the Blalock Industrial Park Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. Shall comply with all EPA, City, Federal and State regulations for this use.
4. Review the zoning and development ordinance for additional requirements.
5. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

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

Respectfully,

Scott Shadden

Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., City Engineer
Don Keene, Asst. City Manager
Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Dir. Of Community and Support Services

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 7.

Meeting Date: 06/21/2016

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Joe Gilbert, Chairman
Kyle Patterson, Vice-Chairman
Sam Thorpe, Commissioner
Eric Elliott, Commissioner
Chris Vellotti, Commissioner
Sean Vanderveer, Commissioner
Shawn Davis, Commissioner
Jeff Adams, Commissioner
Clay Mahone, Commissioner

Requested Action/Proposed Use:

4725 SOUTH U.S. HIGHWAY 75

The request of Fisher Controls International Inc. (Owners), Fisher Controls (Tenant) and Alan McKelva (Representative) concerning the property at 4725 South U.S. Highway 75, being 33 acres in the Sherod Dunman Survey, Abstract No. 329 and in Tract 1 of Blalock Industrial Park, as follows:

Planning and Zoning Commission

- Site plan approval to Ordinance No. 2252 Article IV, Section 410 (2) (j) for the construction of an addition for a powder paint system for Fisher Controls in the Blalock Industrial Park.
- Exception to Ordinance No. 2252 Article IV, Section 410 (2) (m) to allow painted “R” type panels on an outdoor cure oven for a powder paint system for Fisher Controls in lieu of the required masonry in the Blalock Industrial Park.

Background:

The property is located at 4725 South U.S. Highway 75 in the Blalock Industrial Park; Fisher Controls is the tenant. Fisher Controls would like to construct an addition for a powder paint system. The cure oven portion of the system will be located on the exterior of the building to keep the heat load out of the facility. They would like to use painted "R" as the exterior finish of the addition.

Adjacent Zoning:

Blalock Industrial Park

Origination:

Fisher Controls International Inc. (Owners)
Fisher Controls (Tenant)
Alan McKelva (Representative)

Master Plan Designation:

Business Park and Research – Business Park designation allows for compatibility with the use of the roadway and rail system for frequent truck and rail traffic. Industrial and office uses are the most appropriate and compatible land uses adjacent to a truck route and the state road and/or rail system. Typical tenants of a business park and research center include light industrial manufacturing, wholesaling, warehouse facilities, light assembly plants, research and development firms and distribution centers.

Number of notices mailed:

38

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Photo
Site Plan
Elevations
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. E. 6.**

Meeting Date: 07/18/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Final Plat Approval of Pebblebrook South, Phase III, being 8.99 acres in the Elizabeth Jones Survey, Abstract No. 625; Zakiah US, LLC, Owners; GEES, Inc., Engineer; and Cox Land Surveying Company, Surveyor (2300 blocks of Peggey's Cove and Southridge Lane and 3400-3500 blocks of Hanan Street)

Issue:

To consider approval of Pebblebrook South, Phase III, being 8.99 acres in the Elizabeth Jones Survey, Abstract No. 625, located in the 2300 blocks of Peggey's Cove and Southridge Lane and the 3400-3500 blocks of Hanan Street

Background:

The property is located in the 2300 blocks of Peggey's Cove and Southridge Lane and the 3400-3500 blocks of Hanan Street in the Pebblebrook Subdivision off South F.M. 1417 (Heritage Parkway). The owners would like to plat the property into forty-six (46) lots for residential development.

Origination:

Zakiah US, LLC (Owners)
GEES, Inc. (Engineer)
Cox Land Surveying Company (Surveyor)

Financial Consideration:

None

Staff Recommendation:

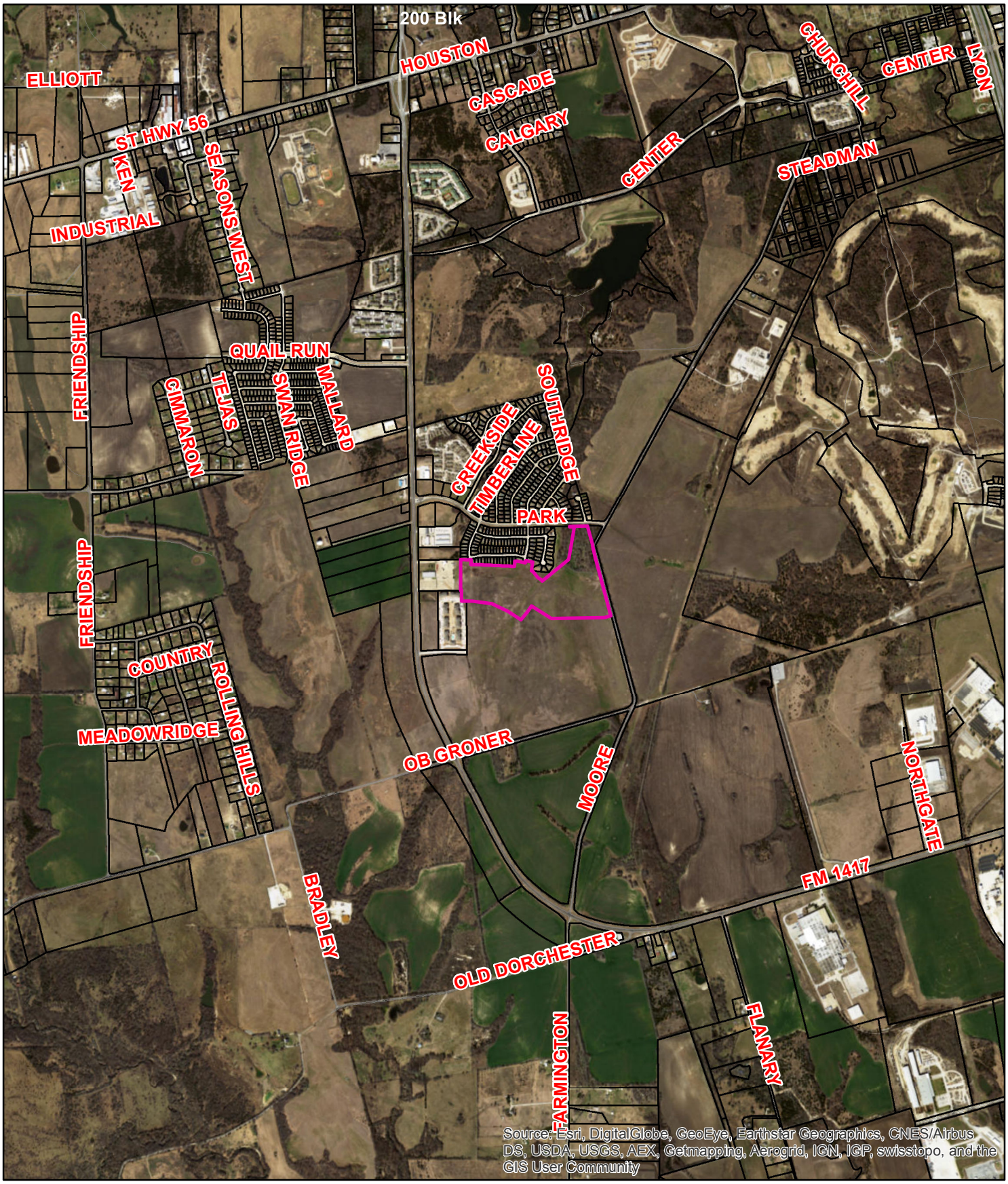
At the June 21, 2016 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication



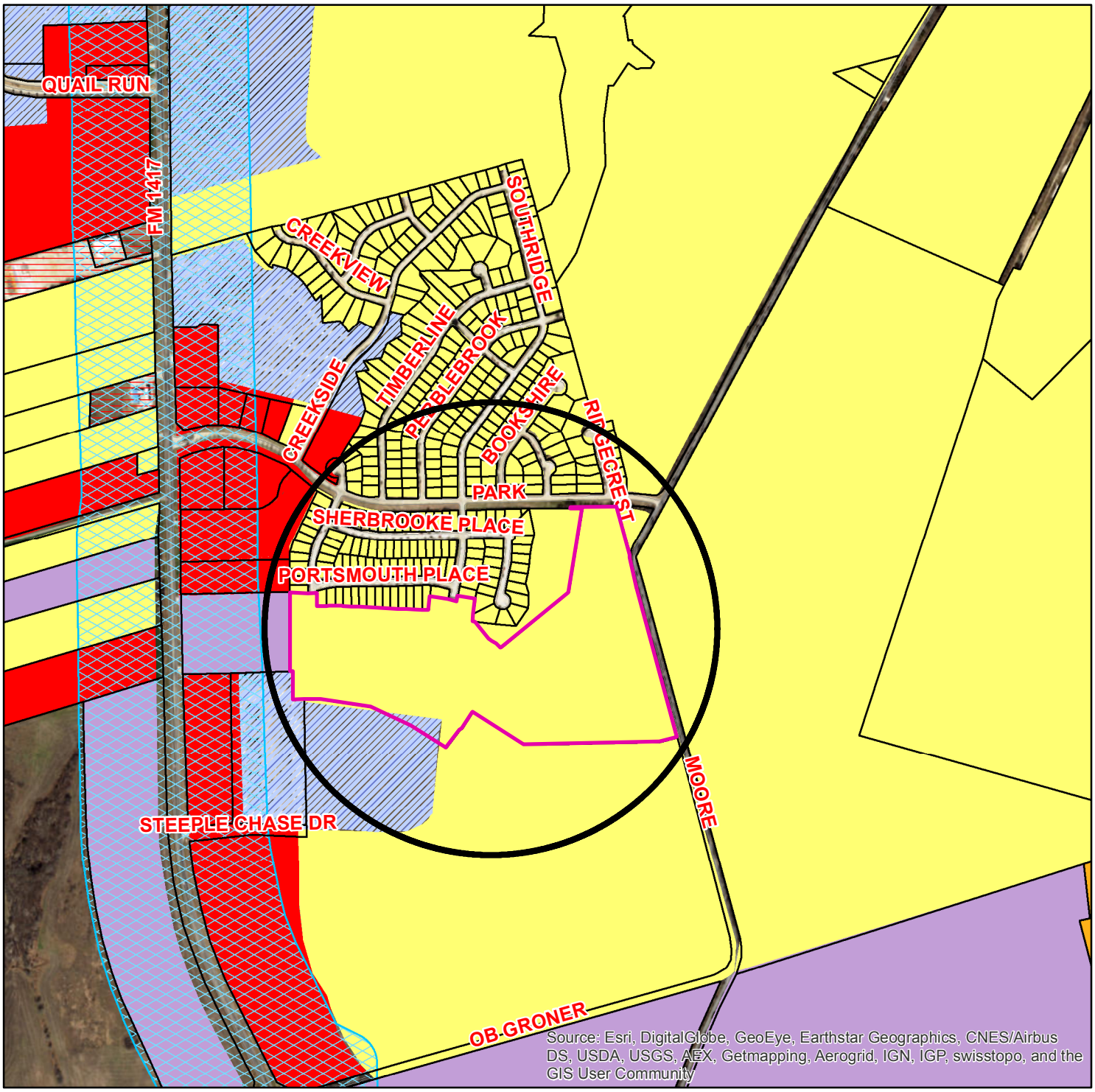
Sherman
CLASSIC TOWN. BROAD HORIZON.

2300 Blks Peggey's Cove & Southridge Lane and the 3400-3500 Blks Hanan Street Pebblebrook South Phase III

NOT TO SCALE

1 in = 2,129 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 2300 Blks Peggey's Cove & Southridge Lane and the 3400-3500 Blks Hanan Street Pebblebrook South Phase III

Legend

Transportation Corridors Overlay
HWY_NAME
- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75

Special Districts Overlay
DISTRICT_NAME
- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District

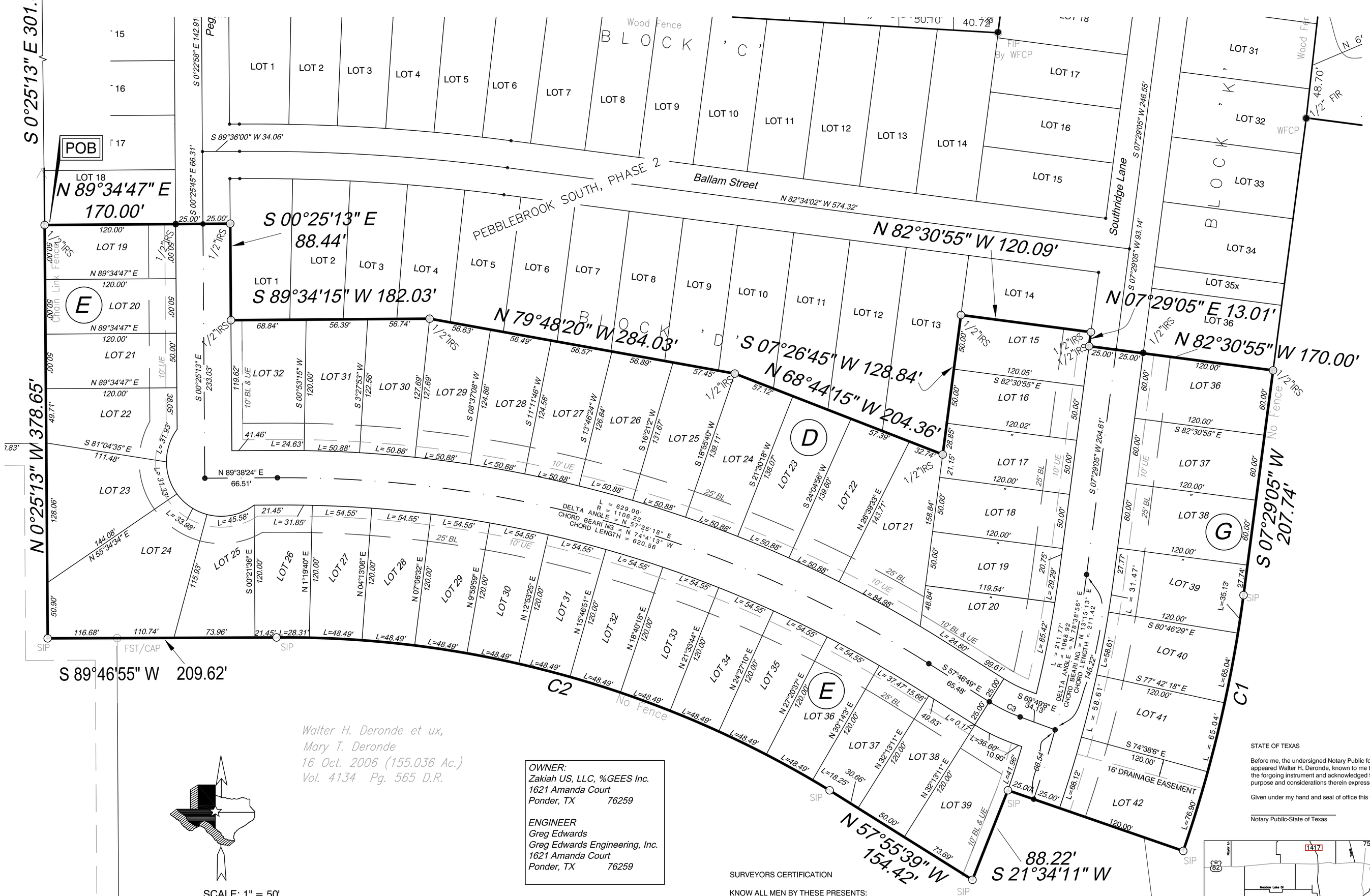
NOT TO SCALE

1 in = 900 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	241.12'	1213.92'	11°22'50"	S 13°15'26" W	240.72'
C2	532.53'	955.97'	31°55'01"	N 74°32'55" W	525.67'
C3	31.52	150.00	12°02'19"	S 63°47'59" E	31.46



OWNER:
Zakiah US, LLC, %GEES Inc.
1621 Amanda Court
Ponder, TX 76259

ENGINEER
Greg Edwards
Greg Edwards Engineering, Inc.
1621 Amanda Court
Ponder, TX 76259

SCALE: 1" = 50'

LEGEND

SJR = Set 3/4" Rod
FIP = Found Rebar
SIP = Set 1/2 Sq.Tubing
FST = Fd 1/2 Sq.Tubing
FSR = Fd Sq. Rod
ROW = Right-of-Way
-X- = Fence Line
( ) = Deed Calls
-E- = Electric Line
-T- = Telephone Line
-C- = TV Cable
GM = Gas Meter
PP = Power Pole
WM = Water Meter
AC = Air Cond.
BL = Building Line
UGT = Undergd phone
FCP = Fence Corner Post
UE = Utility Easement
BC = Back of Curb
DE = Drainage Easement

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 2016, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ Chairman

_____ Secretary

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN:

Mayor, City of Sherman, Texas _____ *Date*

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of PEBBLEBROOK SOUTH, PHASE II, an Addition to the City of Sherman was submitted to the City Council on the _____ day of _____, 2016, and the City Council by formal action then and there accepted the dedication of street, alleys, easements and public places as shown and set forth in and upon said plat, and said City Council further authorizes the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day _____, A0, 2016.

_____ *City Clerk, City of Sherman, Texas*

SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:
THAT I, Don K. Cox, Registered Professional Land Surveyor Number 4577, do hereby
certify that this plat was prepared from an actual survey of the land described hereon,
and that the corner monuments shown hereon were found or placed under my supervision in
accordance with the ordinances of the City of Sherman, Texas.

_____ Date

_____ Don K. Cox, Texas Registered Professional Land Surveyor Number 4577

** * Basis of Bearing * **
South line, Block 'C'
Pebblebrook South Phase I
Vol. 15 Pg. 38 P.R.

Final Plat of
PEBBLEBROOK SOUTH, PHASE II
City of Sherman, County of Grayson, State of Texas

OWNERS DEDICATION

State of Texas
County of Grayson

Whereas, that Zakiah US, LLC is the owner of a tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, City of Sherman, County of Grayson, State of Texas, said tract being part of a called 17.56 acre tract as described in Deed to ZAKIAH US , LLC Volume 5779 page 660 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

Commencing a set ½ inch Steel Square Tubing, said tubing being the most westerly south west corner of Pebblebrook South Phase I Addition, and Recoded in Volume 15 Page 38 of the Plat Records of Grayson County, Texas;

Thence: South 00 degrees 25 minutes 13 seconds East, with the west line of said Zakiah US, LLC tract a distance of 301.00 feet to a set ½ inch Steel Square Tubing for the northwest corner for the Place of Beginning;

Thence : North 89 degrees 34 minutes 47 seconds East, a distance of 170.00 feet to a set ½ inch Steel Square Tubing in the East right-of way of Pegg'y Cove for a corner of this tract;

Thence: North 89 degrees 34 minutes 15 seconds East, a distance of 182.0344 feet to a set ½ inch Steel Square Tubing for a corner of this tract;

Thence: South 79 degrees 48 minutes 20 seconds East, a distance of 284.03 feet to a set ½ inch Steel Square Tubingfor a corner of this tract;

Thence: South 68 degrees 44 minutes 15 seconds East, a distance of 204.36 feet to a set ½ inch Steel Square Tubing for a corner of this tract;

Thence: North 07 degrees 26 minutes 45 seconds West, a distance of 128.84 feet to a set ½ inch Steel Square Tubing for a corner of this tract;

Thence: South 82 degrees 30 minutes 55 seconds East a distance of 120.00 feet to a set 1/2 inchSteel Square Tubing for a corner of this tract:

Thence: South 07 degrees 29 minutes 05 seconds West, a distance of 13.01 feet to a set 1 /2 inch Steel Square Tubing for a corner of this tract;

Thence: South 82 degrees 30 minutes 55 seconds East, a distance of 170.00 feet to a set 1/2 inch Steet Square Tubing for a corner of this tract;

Thence : South 07 degrees 29 minutes 05 seconds West, a distance of 207.74 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract and being at the start of a cuvre to the right having a radius of 1213.92 feet and a chord bearing of South 13 degrees 15 minutes 26 seconds West, and a chord length of 240.72 feet;

Thence: With said curve to the right an arc length of 241.12 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 70 degrees 55 minutes 07 seconds West, a distance of 170.00 feet to a set 1/2 inch Steel Squar Tubing for a corner of this tract;

Thence: South 21 degrees 34 minutes 11 seconds West, a distance of 88.22 feet to a set 1/2 inch Steel Square Tubing for a corner of this tract;

Thence: North 57 degrees 55 minutes 39 seconds West, a distance of 154.42 feet to a set ½ inch Steel Square Tubing for a corner of this tract and being the start of a curve to the left having a radius of 955.97 feet and a cohord bearing of North 74 degrees 32 minutes 55 seconds West, and a chord length of 525.07 feet;

Thence with said curve to the left an arc length of 532.52 feet to a set 1/2 inch Steel Square Tubing for a corener of this tract:

Thence: South 89 degrees 46 minutes 55 seconds West, a distance of 209.62 feet to a set ½ inch Steel Square Tubing for a corner of this tract;

Thence: North 00 degrees 25 minutes 13 seconds West, a distance of 378.65 feet to the POINT OF BEGINNING and containing 8.99 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT, Zakiah US, LLC does hereby adopt this plat designating the herein described property as Pebblebrook South Addition Phase III, City of Sherman, County of Grayson, Texas, and does hereby dedicate to the public use forever the Streets and easements for the same purpose and consideration expressed hereon.

_____ Yousef Al-Ballam, President

STATE OF TEXAS

Before me, the undersigned Notary Public for the State of State, on this day personally appeared Walter H. Deronde, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity stated.

Given under my hand and seal of office this the ____ day of _____ 2013.

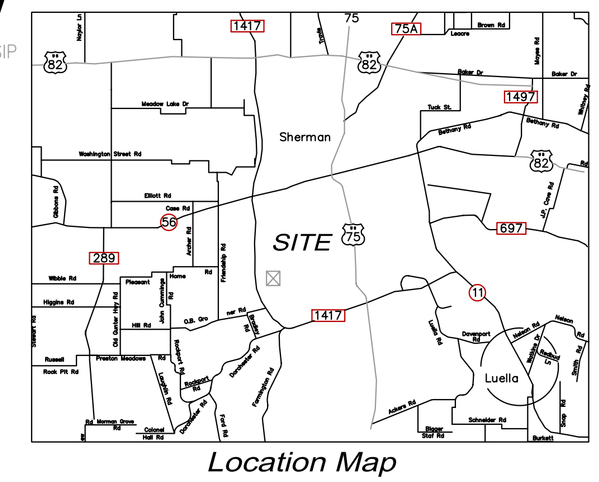
_____ Notary Public-State of Texas

STATE OF TEXAS

Before me, the undersigned Notary Public for the State of State, on this day personally appeared Walter H. Deronde, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity stated.

Given under my hand and seal of office this the ____ day of _____ 2013.

_____ Notary Public-State of Texas



Location Map

COX LAND SURVEYING CO.
P.O. BOX 597 108 N. MAIN ST. COLLINSVILLE, TEXAS 76233
COLLINSVILLE 903-429-6125 FAX 903-429-6971 E-mail: CLSC108@aol.com
Gainesville 940-612-LAND Denton 940-381-5070 McKinney 469-952-5070

Final Plat of
Pebblebrook South, Phase III
8.99 Acres in the
Elizabeth Jones Survey Abst.No.625
City of Sherman
County of Grayson
State of Texas

Registered Professional Land Surveyors Seal

Drawn by:_____
Check by:_____
Job No.
Date:_____

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

June 13, 2016

Zakiah US, LLC
%GEES Inc.
1621 Amanda Court
Ponder, TX 76259

Greg Edwards
Greg Edwards Engineering, Inc.
1621 Amanda Court
Ponder, TX 76259

Cox Land Surveying Co.
P.O. Box 597
Collinsville, TX 76233

Dear Applicants,

The request for approval of the Final Plat of Pebblebrook South, Phase III has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 21, 2016 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
4. Verify drawing and Metes and Bounds match.
5. Call-out says "Commencing a set ½ " Steel Square Tubing" but drawing shows "5/8 FIR CM." Please Clarify
6. "IRS" not in surveyor legend, but "S3R" is.
7. Do not show building line in plat.
8. Correct "Peggy's Cove" to "Peggey's Cove"
9. Show drainage easement volume and page number filed.
10. Show utility easements on adjacent developments.
11. Lot requirement of 60' must be met. Adjust lot size accordingly.
12. Correct Notary notes to show correct Phase No., Owner, and Date

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,

Clint A. Philpott,
City Engineer

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services
Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager
Clay Barnett, Director of Public Works and Eng.

Planning & Zoning Commission and Board of Adjustments **Agenda Item No. 5.**

Meeting Date: 06/21/2016

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Joe Gilbert, Chairman
Kyle Patterson, Vice-Chairman
Sam Thorpe, Commissioner
Eric Elliott, Commissioner
Chris Vellotti, Commissioner
Sean Vanderveer, Commissioner
Shawn Davis, Commissioner
Jeff Adams, Commissioner
Clay Mahone, Commissioner

Requested Action/Proposed Use:

*** 2300 BLKS. PEGGEY'S COVE & SOUTHRIDGE LN. & THE 3400-3500 BLKS. HANAN ST.**

The request of Zakiah US, LLC (Owners), GEES, Inc. (Civil Engineer) and Cox Land Surveying Company (Surveyor) concerning the property in the 2300 Blocks of Peggey's Cove and Southridge Lane and the 3400-3500 Blocks of Hanan Street, being 8.99 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows;

Planning and Zoning Commission

Final plat approval of Pebblebrook South, Phase III

Background:

The property is located in the 2300 Blocks of Peggey's Cove and Southridge Lane and the 3400-3500 Blocks of Hanan Street in the Pebblebrook subdivision off South FM 1417 (Heritage Parkway). The owner would like to plat the property into forty-six (46) lots for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District
R-2 (Multi-Family Residential) District
C-1 (Retail Business) District
M-1 (Light Manufacturing) District

Origination:

Zakiah US, LLC (Owners)
GEES, Inc. (Engineer)
Cox Land Surveying Company (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Plat

Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **Agenda Item No. 1.**

Meeting Date: 07/18/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

OATH OF OFFICE

Issue:

Council Member Tom Watt has resigned from the City Council to assume duties as the Grayson County Sheriff. Therefore, his District 3 Council position has become vacant.

The City Council can appoint someone to serve the remainder of his term, until the November 8, 2016 Regular Municipal Election. After the Statement of Appointed Officer has been filed with the Sherman City Clerk, the newly appointed Council Member will take the Oath of Office, as required by law.

Background:

Pursuant to the City Charter, Article X, Section 4, all elected or appointed officers shall, before entering upon the duties of their respective office, take and subscribe to the official oath prescribed by the Constitution of the State of Texas. The Oath of Office shall be administered by the City Clerk.

Origination:

The Oath of Office presentation originated with the City Clerk's Office.

Financial Consideration:

There is no specific cost associated with taking the Oath of Office.

Staff Recommendation:

It is recommended that the newly appointed Council Member take the Oath of Office.

Alternatives:

There is no viable alternative.

Attachments

Oath of Office

OATH OF OFFICE

I, State Your Name, DO SOLEMNLY SWEAR,

THAT I WILL FAITHFULLY EXECUTE

THE DUTIES OF THE OFFICE OF State Your Position

IN THE CITY OF SHERMAN

OF THE STATE OF TEXAS

AND WILL TO THE BEST OF MY ABILITY

PRESERVE, PROTECT, AND DEFEND

THE CONSTITUTION AND LAWS

OF THE UNITED STATES

AND OF THIS STATE

SO HELP ME GOD

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting
Meeting Date: 07/18/2016
Prepared By: Pamela Cloer, Assistant to the City Manager
Approved By: Robby Hefton, City Manager

Caption:
COUNCIL CALENDAR

Attachments

2016 Council Calendar

2016

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

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

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

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

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

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

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

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

SEPTEMBER						
S	M	T	W	T	F	S
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4	5	6	7	8	9	10
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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1/11/2016	Called Council Mtg for Transportation Workshop
4/11/2016	Called Joint Mtg w/ SISD Board in Council Chambers
4/15/2016	Called Budget Planning Mtg in Council Chambers
06/21-22/2016	Called Budget Workshop in Council Chambers
6/23/2016	Called Joint Mtg with SISD Board at SISD Admin Off

7/4/2016	Independence Day/Called Council Mtg on 7/5/2016
7/12/2016	Called Council Mtg for 2nd PH & Adoption of Ord. No. 5958 (90-Moratorium on Development at FM 691 & SH 289)
7/19/2016	Called Council Mtg for Parks & Rec Master Plan Hearing
8/29/2016	Proposed Called Council Mtg to Consider Real Estate Purchase
9/5/2016	Labor Day/Called Council Meeting on 9/6/2016