

**CITY OF SHERMAN
CITY COUNCIL CALLED MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
THURSDAY, JULY 17, 2008
8:30 A.M.**

A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)

Public Hearing

B.1 [PUBLIC HEARING](#)

Conduct the First Public Hearing Concerning the Annexation of Approximately 2.8 Acres along the Travis Street Right-of-Way South of Austin Landing (F.M. 131) in the City of Sherman's Extra Territorial Jurisdiction

B.2 [PUBLIC HEARING](#)

Conduct the First Public Hearing Concerning the Annexation of Approximately 3.72 Acres at 5003 Travis Street (F.M. 131) in the City of Sherman's Extra Territorial Jurisdiction

B.3 [PUBLIC HEARING](#)

Conduct the First Public Hearing Concerning the Annexation of Approximately 858.774 Acres along U.S. Highway 75, between Loy Lake Road and the Union Pacific Railroad South of Highway 691, in the City of Sherman's Extra Territorial Jurisdiction

Close Public Hearing and Consider Resolution

C.1 [RESOLUTION NO. 5235](#)

Authorizing Execution of a Permanent Storm Water Drainage Easement at 402 North Harrison Avenue to Replace an Existing Storm Sewer

Budget Review

D.1 [2008-2009 BUDGET REVIEW](#)

E.1 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-17-2008

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-17-2008

Subject: Agenda Item No. B.1

PUBLIC HEARING

**Conduct the First Public Hearing Concerning the Annexation of Approximately 2.8 Acres
along the Travis Street Right-of-Way South of Austin Landing (F.M. 131)
in the City of Sherman's Extra Territorial Jurisdiction**

Issue

To conduct the first public hearing concerning the annexation of approximately 2.8 acres along the Travis Street right-of-way south of Austin Landing (F.M. 131) in the City's extra territorial jurisdiction (ETJ), in accordance with State law and the City Charter

Background

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its June 2nd meeting, the City Council approved the schedule for annexation of this property, which sets this public hearing and subsequent public hearings for the July 21st and August 18th Council meetings.

Origination

Department of Utilities and Engineering

Financial Consideration

City accepts maintenance. The incremental cost of annexing this property is negligible.

Staff Recommendation

It is recommended that the City Council conduct its first public hearing concerning the possible annexation of this property.

Alternatives

As directed by the City Council

Attachments

Annexation Scheduling Plan
Field Notes
Sketch
Aerial
Municipal Service Plan

Prepared by:
Mark Gibson, Utilities & Engineering Director

Approved by:
George Olson, City Manager

ANNEXATION SCHEDULING PLAN
Approximately 2.8 acres along the
Travis Street right-of-way South of Austin Landing (F.M. 131)

Friday, June 13, 2008.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, July 3, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Friday, July 11, 2008	Post notice of 1 st public hearing under the Open Meetings Act.
Thursday, July 17, 2008.....	City Council's 1 st Public Hearing on intent to annex and service plan.*
Thursday, July 10, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 2 nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Friday, July 18, 2008.....	Post notice of 2 nd public hearing under the Open Meetings Act.
Monday, July 21, 2008.....	City Council's 2 nd Public Hearing on intent to annex and service plan.
Friday, August 15, 2008	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, August 18, 2008.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.

**Annexation
of approximately 2.8 Acres of the
State Hwy 131(North Travis Street)
Right-of-Way North of Hwy 82**

Situated in the County of Grayson, State of Texas, being a part of the John Jennings Survey abstract No. 647 and the being a section of FM 131 right-of-way and being more particularly described by metes and bounds as follows, to wit:

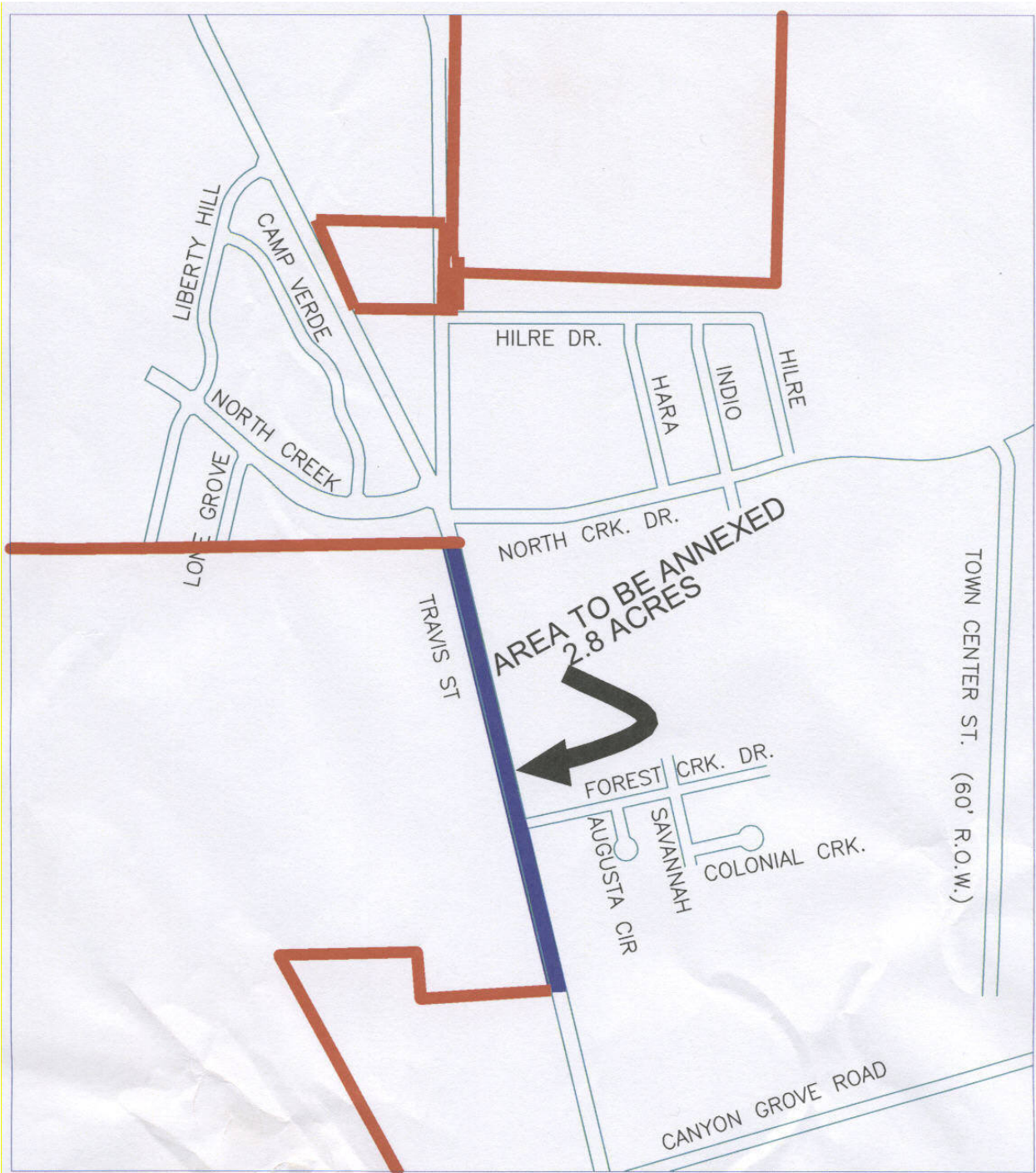
BEGINNING at a point in the existing City limits established by City Ordinance No. 3217 and being on the West right-of-line of FM 131(North Travis Street) and the northeast corner of the Grayson County Women's Crisis Center Addition;

THENCE Northwesterly with the West right-of-way line of FM 131 (North Travis Street), a distance of approximately 1888 feet to a point in the South line of the existing City limits Established by Ordinance No. 5357 and the South line of Austin Landing Addition;

THENCE East with the South line of Ordinance No. 5357 crossing the right-of-way of FM 131 (North Travis Street) to the East right-of way line of said FM 131, said point also lying in the west boundary of North Creek Addition;

THENCE Southerly with the East right-of-way line of FM 131 (North Travis Street), passing Mooreman-Moore Addition and continuing for a distance of approximately 1888 feet to a point;

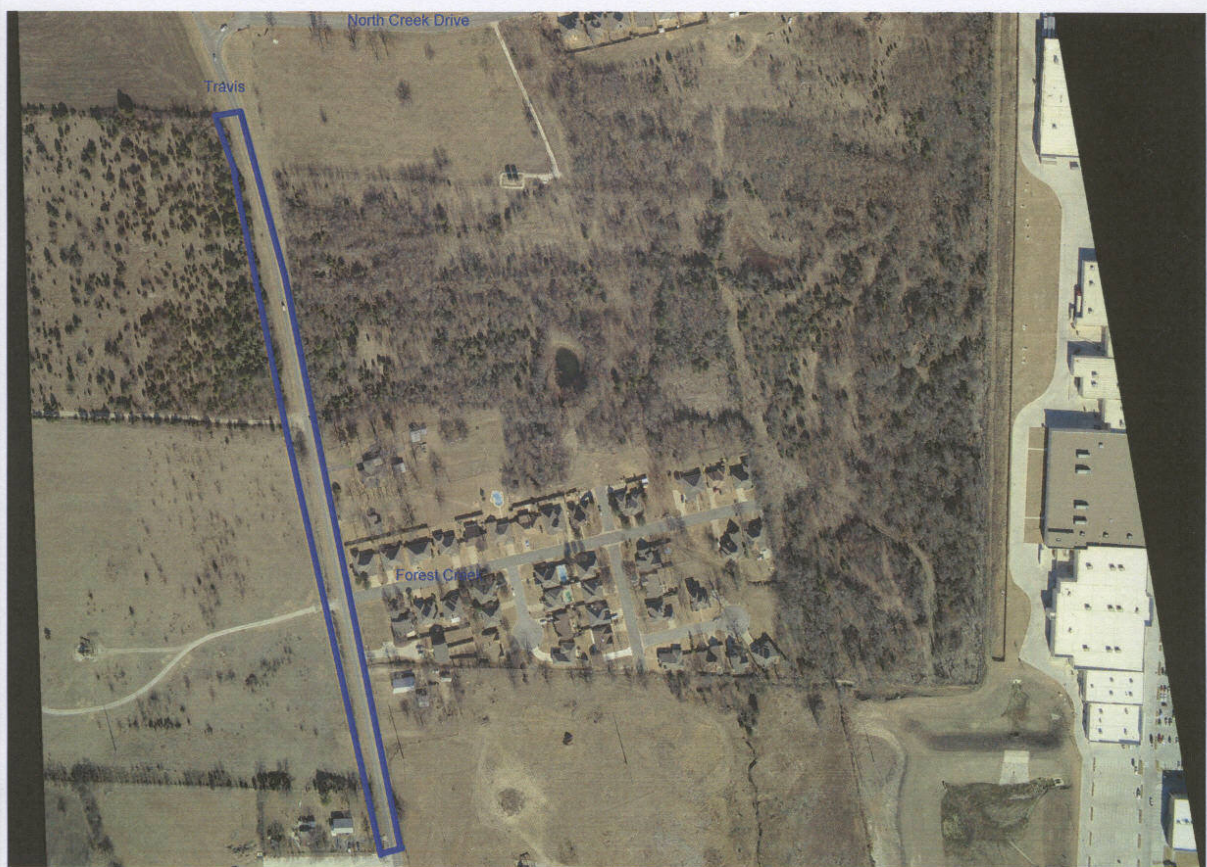
THENCE with the North line of the City limits established by Ordinance No. 3452 crossing the right-of-way of FM 131 (North Travis Street) to the West right-of-way line of FM 131 (North Travis Street) and to the place of beginning and containing 2.8 acres of land; more or less.



2.8 Acres North Travis St. (FM131) ROW Annexation

Department of Engineering Services





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**City of Sherman
Municipal Service Plan
North Travis Street (F.M. 131)
Right-of-Way
Annexation of 2.8 Acres**

INTRODUCTION:

The annexation is the site of approximately 2.8 acres of highway right-of-way along North Travis Street (F.M. 131) between North Creek Drive and the existing City limits.

This annexation provides for the orderly growth and development of the City and provides for the enlargement of the city limits by including improvements that are logically a part of the City.

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

SOLID WASTE: The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

STREETS AND BRIDGES: All access points to F.M. 131 shall meet TxDOT requirements. Any future streets will be developed by the standard provisions of the Developers Ordinance with future maintenance by Texas Department of Transportation. Street lighting will be established according to city guidelines.

PARKS: Not Applicable.

CONSTRUCTION INSPECTIONS: Not Applicable.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

ANIMAL CONTROL: Animal Control will be provided by the City on the effective date of annexation.

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of the annexation. Area will be annexed as SF-1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Extensions of existing city mains for future development will be made by standard City of Sherman utility extension methods. All connections to new or existing water mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.

SEWER SERVICE: Extensions of any existing sewer facilities of the City of Sherman for existing or future development may be made by standard City of Sherman utility extension methods provided the capacity of the existing appurtenances is not exceeded at the time of development. Use of lift stations and force mains may be required to serve this area. All connections to new or existing sewer mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-17-2008

Subject: Agenda Item No. B.2

PUBLIC HEARING

Conduct the First Public Hearing Concerning the Annexation of Approximately 3.72 Acres at 5003 Travis Street (F.M. 131) in the City of Sherman's Extra Territorial Jurisdiction

Issue

To conduct the first public hearing concerning the annexation of approximately 3.72 acres at 5003 Travis Street (F.M. 131) in the City's extra territorial jurisdiction (ETJ), in accordance with State law and the City Charter

Background

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its June 2nd meeting, the City Council approved the schedule for annexation of this property, which sets this public hearing and subsequent public hearings for the July 21st and August 18th Council meetings.

Origination

Department of Utilities and Engineering

Financial Consideration

City accepts maintenance. A cost-benefit analysis may be provided prior to final action on this item.

Staff Recommendation

It is recommended that the City Council conduct its first public hearing concerning the possible annexation of this property.

Alternatives

As directed by the City Council

Attachments

Annexation Scheduling Plan

Field Notes

Sketch

Aerial

Municipal Service Plan

Prepared by:
Mark Gibson, Utilities & Engineering Director

Approved by:
George Olson, City Manager

ANNEXATION SCHEDULING PLAN

Approximately 3.72 Acres at 5003 Travis Street (F.M. 131)

Friday, June 13, 2008.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, July 3, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Friday, July 11, 2008	Post notice of 1 st public hearing under the Open Meetings Act.
Thursday, July 17, 2008.....	City Council's 1 st Public Hearing on intent to annex and service plan.*
Thursday, July 10, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 2 nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Friday, July 18, 2008.....	Post notice of 2 nd public hearing under the Open Meetings Act.
Monday, July 21, 2008.....	City Council's 2 nd Public Hearing on intent to annex and service plan.
Friday, August 15, 2008	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, August 18, 2008.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.

**Annexation
of approximately 3.72 Acres of land
on the East Side of FM 131(North Travis Street)
and West of Sherman Oaks Road**

Situated in the County of Grayson, State of Texas, being a part of the Alexander & Richards Survey, Abstract No. 42 and the being a tract of land conveyed to John W. E. Caple by deed recorded in Volume 1325 at page 585 of the Grayson County Deed Records and being more particularly described by metes and bounds as follows, to wit:

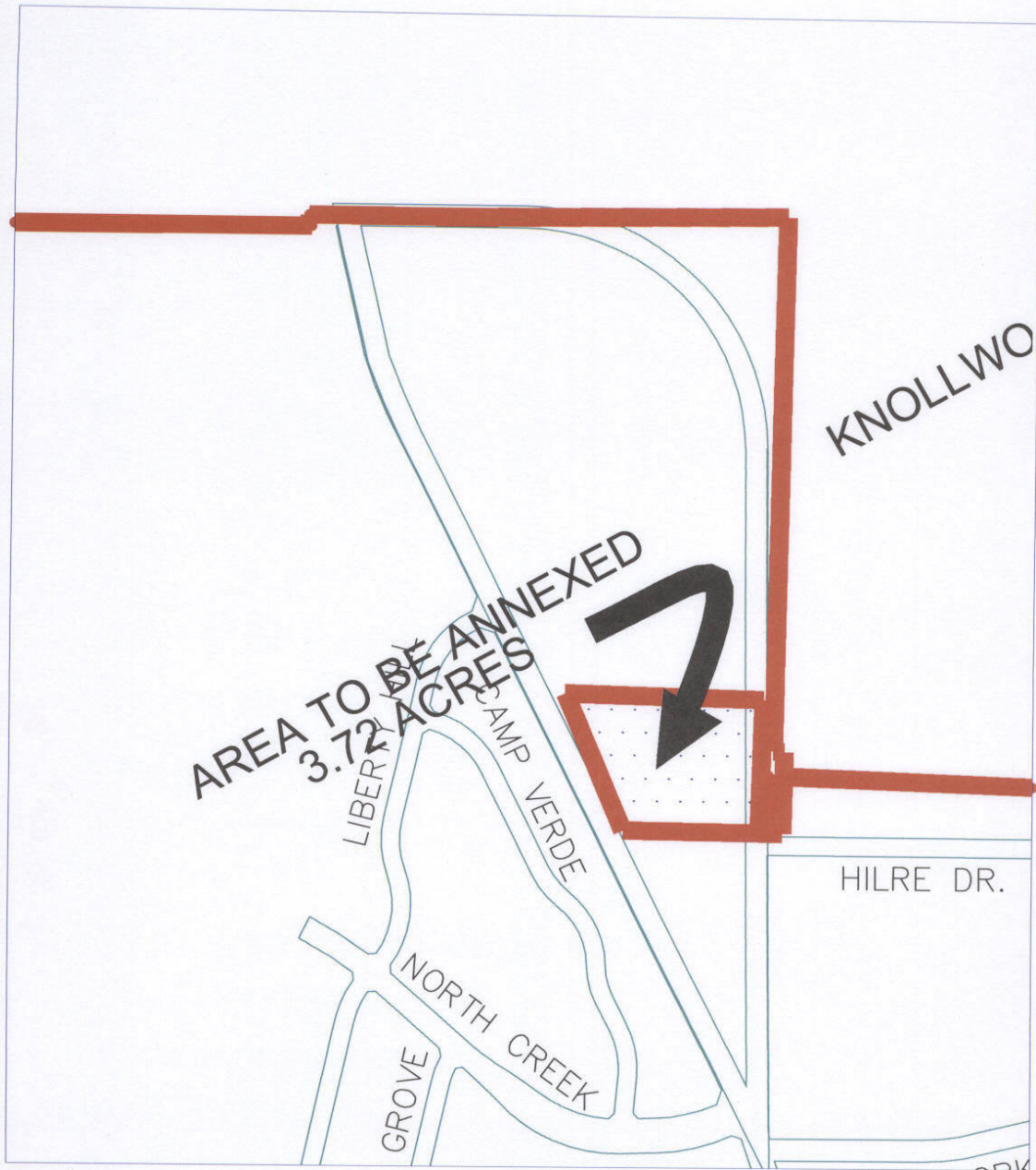
BEGINNING at the Southeast corner of the Caple tract and on the existing City Limits established by City of Sherman Ordinance No. 5357 at a point in Sherman Oaks Road (Knollwood Road),

THENCE North $89^{\circ} 22' 21''$ West with the South line of the Caple tract, a distance of 366.66 feet to the East right-of-way line of FM 131 (North Travis Street) and the southwest corner of the Caple tract;

THENCE North $22^{\circ} 57' 58''$ West with the East right-of-way Line of FM 131(North Travis Street) and the West Line of the Caple tract, a distance of 405.52 feet to the Northwest corner of the Caple tract;

THENCE South $88^{\circ} 35' 42''$ East with the North line of the Caple tract, a distance of 534.97 feet to the Northeast corner of the Caple tract;

THENCE South $01^{\circ} 33' 47''$ West with the East line of the Caple tract and Sherman Oaks Road (Knollwood Road), a distance of 364.41 feet to the place of beginning and containing 3.72 acres of land.



3.72 ACRES
5003 North Travis St. (FM131)
Annexation

Department of Engineering Services





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Scale: 1 inch = 139.5 feet

City of Sherman
Municipal Service Plan
5003 North Travis Street (F.M. 131)
Annexation of 3.72 Acres

INTRODUCTION:

The annexation is the site of approximately 3.72 acres of residential development at 5003 North Travis Street (F.M. 131) lying adjacent to the City of Sherman existing city limits.

This annexation provides for the orderly growth and development of the City, protects the City from substandard development and provides for the enlargement of the city limits by including improvements that are logically a part of the City.

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

SOLID WASTE: The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

STREETS AND BRIDGES: All access points to F.M. 131 shall meet TxDOT requirements. Any future streets will be developed by the standard provisions of the Developers Ordinance with future maintenance by the City of Sherman. Street lighting will be established according to city guidelines.

PARKS: No public parks exist in the area to be annexed. Any new park facilities will be developed according to existing City policies as applicable to all city residents.

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon annexation.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

ANIMAL CONTROL: Animal Control will be provided by the City on the effective date of annexation.

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of the annexation. Area will be annexed as SF-1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Extensions of existing city mains for future development will be made by standard City of Sherman utility extension methods. All connections to new or existing water mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.

SEWER SERVICE: Extensions of any existing sewer facilities of the City of Sherman for existing or future development may be made by standard City of Sherman utility extension methods provided the capacity of the existing appurtenances is not exceeded at the time of development. Use of lift stations and force mains may be required to serve this area. All connections to new or existing sewer mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-17-2008

Subject: Agenda Item No. B.3

PUBLIC HEARING

Conduct the First Public Hearing Concerning the Annexation of Approximately 858.774 Acres along U.S. Highway 75, between Loy Lake Road and the Union Pacific Railroad South of Highway 691, in the City of Sherman's Extra Territorial Jurisdiction

Issue

To conduct the first public hearing concerning the annexation of approximately 858.774 acres along U.S. Highway 75 and F.M. 691, between Loy Lake Road and the Union Pacific Railroad, in the City's extra territorial jurisdiction (ETJ), in accordance with State law and the City Charter

Background

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its June 2nd meeting, the City Council approved the schedule for annexation of this property, which sets this public hearing and subsequent public hearings for the July 21st and August 18th Council meetings. One portion of the area is not being annexed at this time due to the owners opting out of the annexation under a new state law.

Under the new state law, the city cannot annex land that is appraised as agricultural, wildlife management, or timber management unless the city offers a development agreement to the landowner that would guarantee the continuation of the extraterritorial status of the area, thereby giving the landowners an opportunity to opt out of the annexation. With these agreements, the city agrees to not annex the land for a period of time in exchange for the landowner's promise to not develop the land. However, the agreements also authorize the enforcement of all regulations and planning authority of the city that do not interfere with the use of the area for agriculture, wildlife management, or timber during the term of the agreement. Likewise, once the process for development on the land begins, the city can start annexation proceedings for that piece of land. Three landowners signed these agreements and, therefore, cannot be annexed at this time.

Origination

Department of Utilities and Engineering

Financial Consideration

City accepts maintenance. A cost-benefit analysis will be provided prior to final action on this item.

Staff Recommendation

It is recommended that the City Council conduct its first public hearing concerning the possible annexation of this property.

Alternatives

As directed by the City Council

Attachments

Annexation Scheduling Plan

Field Notes

Sketch

Aerial

Municipal Service Plan

(3) Development Agreements

Prepared by:

Mark Gibson, Utilities & Engineering Director

Approved by:

George Olson, City Manager

ANNEXATION SCHEDULING PLAN
Approximately 858.774 Acres along
U.S. Highway 75 between Loy Lake Road and
the UP Railroad South of Highway 691

Friday, June 13, 2008.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, July 3, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Friday, July 11, 2008	Post notice of 1 st public hearing under the Open Meetings Act.
Thursday, July 17, 2008.....	City Council's 1 st Public Hearing on intent to annex and service plan.*
Thursday, July 10, 2008.....	Post notice on City's website, newspaper and City Hall for City Council's 2 nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Friday, July 18, 2008.....	Post notice of 2 nd public hearing under the Open Meetings Act.
Monday, July 21, 2008.....	City Council's 2 nd Public Hearing on intent to annex and service plan.
Friday, August 15, 2008	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.
Monday, August 18, 2008.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.

**Annexation
of approximately 858.774 Acres of Land
along US Hwy. 75 between
Loy Lake Road and UP Railroad
and being South of FM 691**

Tract #1

Situated in the County of Grayson, State of Texas, being a part of the W. Brown & B. Ricketts Survey, Abst. # 1553, G.W. Hobson, Abst. # 588, A.C. Smith Survey, Abst. # 1561, and the W.S. Thurman Survey Abstract, No. 1265 and being more particularly described by metes and bounds as follows, to wit:

BEGINNING at the Northwest corner of the existing City limits five hundred feet from US Hwy. 75 North as established by Ordinance 3874 and on the South right-of-way line of FM 691.

THENCE Southerly with the said City limits line, said line being 500 feet west of and parallel to the West right-of-way line of US Hwy. 75 crossing tracts of land owned by Stanley Blythe, et al, (probate) Vol. 1335, Pg. 41, Lester G. Terrell, Vol. 2463, Pg. 209, Lester G. Terrell, Vol. 2666, Pg. 129, Lester G. Terrell, Vol. 1599, Pg. 69, Lester G. Terrell, Vol. 1597, Pg. 283, Ganapathy, LTD., Vol. 2019, Pg. 345, Bradco Interests, Inc., et ux, Vol. 2294, Pg. 42, Donald F. Fincher, et ux, Vol. 1207, Pg. 583, and all recorded in Grayson County, a distance of approximately 7750 feet to a point that is the intersection of a line 43 feet east of the center line of Loy Lake Road and the existing city limits line 500 feet west from the west right-of-way line of US Hwy. 75;

THENCE Northerly with a line that is 43 feet from and parallel with the centerline of Loy Lake Road, passing Terrell Road for a distance of approximately 6804 feet to the intersection with the South right-of-way line of FM 691;

THENCE Easterly with the South right-of-way line of FM 691, a distance of approximately 3662 feet to the point of beginning and containing approximately 284.21 acres of land.

Tract #2

Situated in the County of Grayson, State of Texas, being a part of the W.M. Milligan, Abst. # 875, D. Harrison, Abst. # 587, S. Inman, Abst. # 621, T.J. Shannon, Abst. # 1136, D. Shelp, Abst. # 1097, and the R. Barrett, Abst. # 186 and being more particularly described as one tract by metes and bounds as follows, to wit:

BEGINNING at the Northeast corner of the existing City limits that is five hundred feet east of US Hwy. 75 North and on the South right-of-way line of FM 691 as established by Ordinance 3874.

THENCE Easterly with the South right-of-way line of FM 691, a distance of approximately 2200 feet to the intersection with the Union Pacific Railroad; said point also being the Northwest corner of the existing city limits established by Ordinance No.2973;

THENCE Southerly following the East right-of-way line of the Union Pacific Railroad and the West line of the said city limits, a distance of approximately 5800 feet to the North right-of-way line of Fallon Drive;

THENCE Westerly with the North right-of-way line of Fallon Drive, a distance of approximately 2856 feet to a point that is a Northwest corner of the said existing city limits;

THENCE Southerly with said existing city limits, a distance of approximately 1922 feet to a point for corner;

THENCE Easterly with the existing city limits established by ordinance No. 4964, a distance of approximately 1276 feet to a point for corner, said point being in the west property line of Vista Norte Addition;

THENCE Southerly with the said existing city limits, a distance of approximately 2623 feet to a point for corner;

THENCE Easterly with the said existing city limits, a distance of approximately 1500 feet to the East right-of-way line of the Union Pacific Railroad;

THENCE Southerly with East line of the Union Pacific Railroad and the existing city limits, a distance of approximately 1800 feet to the Northeast corner of the existing City limit established by Ordinance No. 3155;

THENCE Westerly with the North line of the said existing city limits a distance of 1221 feet to the east right of way of Luther Knox Drive;

THENCE Northerly with the said existing city limits, a distance of approximately 1852 feet to the North east corner of Pecan Grove Village Addition;

THENCE Westerly with the existing city limits, a distance of approximately 2000 feet to a point;

THENCE South 01° 08' 28" West, a distance of 18 feet to a point for corner,

THENCE North 87° 33' 28" West with the North line of the Heritage Park Addition and said city limits a distance of 556.54 feet to an angle;

THENCE North 01° 21' 25" East, a distance of 748.85 feet to a point for corner;

THENCE North 80° 43' 24" East, a distance of 205.12 feet to a point for corner,

THENCE North 04° 16' 36" East, a distance of 430.31 feet to an angle point,

THENCE Westerly with the north line of the Louie Noles tract a distance of approximately 285 feet to a point for corner in the existing city limits as established by Ordinance No. 4674 being 500 feet east of and parallel with US Hwy. 75 right of way;

THENCE Northerly with the East line of the existing City limits established by Ordinance No. 3874 said line being 500 feet from and parallel to the East right-of-way line of Highway 75 and crossing the following tracts of land conveyed to; Lamar C. Jackson, Et ux, Vol. 1167, Pg. 71, Patricia McCluskey, Vol. 898, Pg. 361, Rebecca Russell Merrell Vol. 3780, Pg. 507, Anandam M. Sundaram, Vol. 4411, Pg. 925, Lola Grace Amalraj, Vol. 4396, Pg. 307, Ganapathy, LTD. Vol. 2920, Pg. 886, H.H.N. Real Estate, Inc., Vol. 4086 Pg. 741, Tony Thomason, Vol. 2617, Pg. 60, Margo M Mobbs, Vol. 2465 at Pg. 678, Stanley Blythe, Vol. 1335, Pg. 41, Ganesha, LTD., Vol. 4319, Pg. 617, and recorded in the Grayson County Deed Records, a distance of approximately 11,500 feet to the place of beginning and containing approximately 670 acres of land.

(Save and except the following tracts of land from Tract 2)

Situated in the County of Grayson, State of Texas and being parts of the R.O. Barrett Survey, Abst. # 186, T.J. Shannon Survey, Abst. # 1137, Hilliard Jennings Survey, Abst. # 639 and being part of the following tracts of land described in deed from Bobby Gene Mathis and Maurine Mathis Harrison to Beatrice Mathis dated November 29, 1999, recorded in Vol. 2864, Pg. 734 of the Grayson County Deed Records, including a 1.00 acre tract of land conveyed to Bobby Lee Mathis et ux by deed recorded in Vol. 2893, Pg. 121 of the Grayson County Deed Records and being three tracts of land conveyed to Martha Imbert, Bobby Lee Mathis, and John Billy Mathis by documents recorded in the Grayson County Probate Records, and being more particularly described as one tract of land as follows:

BEGINNING at an Axle found maintaining the Northwest corner of the R.O. Barrett Survey and Northeast corner of the T.J. Shannon Survey and the most Northerly Northwest corner of the herein described tract.

THENCE South 88° 31' 18" East with the North line of the R.O. Barrett Survey and the North line of the herein Described tract, a distance of 1303.10 feet to the Northeast corner of the herein described tract;

THENCE South 01° 04' 33" West with the west line of the herein described tract, distance of 2638.87 feet to the Southeast corner of the herein described tract and the North Line of the Hillard Jennings Survey and the South Line of the R.O. Barrett Survey,

THENCE North 88° 05' 51" West with the North line of the T.J. Jennings Survey, a distance of 1141.51 feet to the Southwest corner of the R.O. Barrett Survey,

THENCE South 01° 08' 28" West, a distance of 18 feet to a point for corner,

THENCE North 87° 33' 28" West with the South line of the herein described tract, a distance of 556.54 feet to an angle point,

THENCE with the West line of the herein described tract the following courses and distances:

North 01° 21' 25" East, a distance of 748.85 feet to a point for corner,

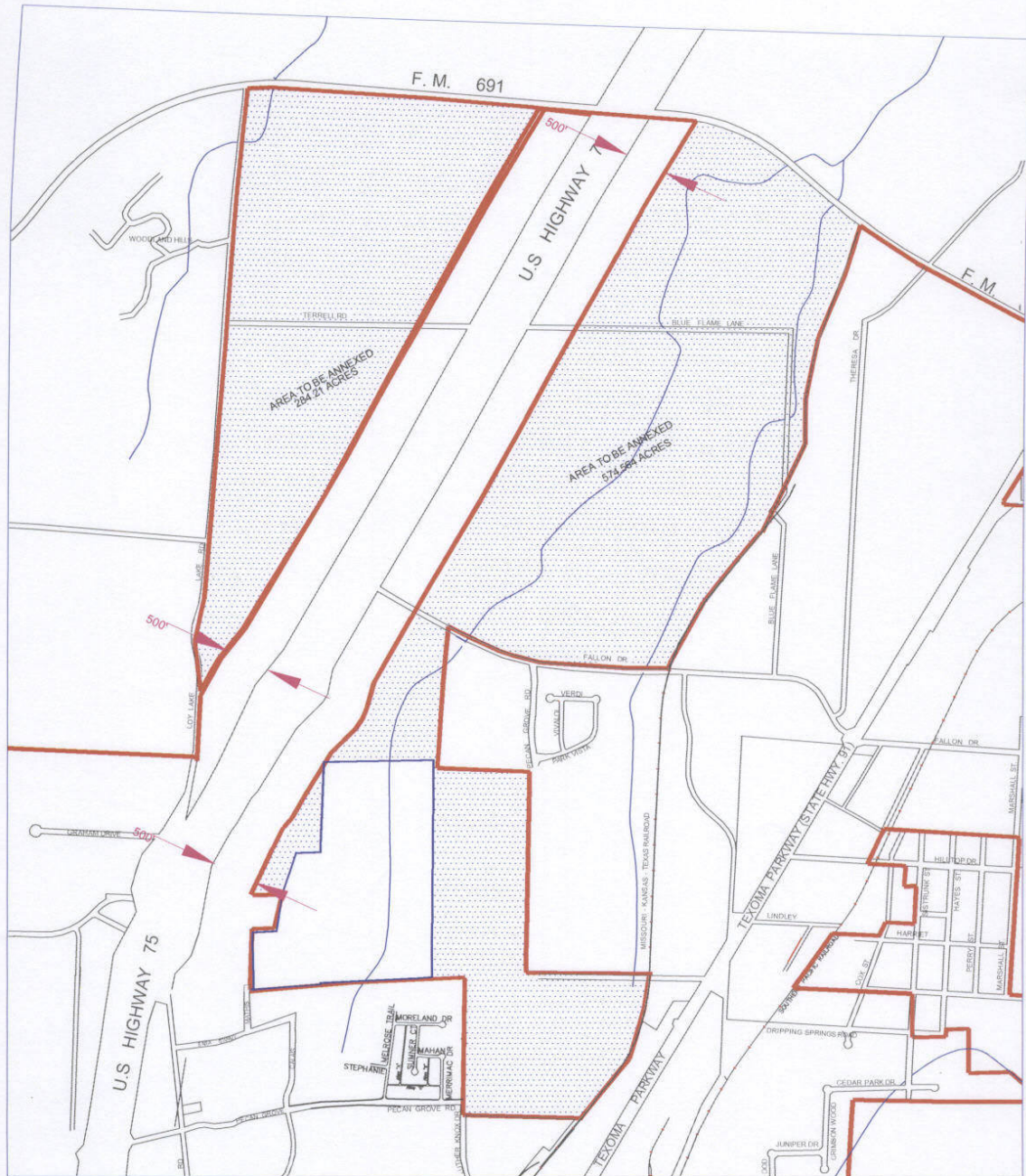
North 80° 43' 24" East, a distance of 205.12 feet to a point for corner,

North 04° 16' 36" East, a distance of 430.31 feet to an angle point,

North 06° 22' 33" East, a distance of 304.00 feet to a point for corner,

North 89° 31' 34" East, a distance of 281.61 feet the West line of the R.O. Barrett Survey,

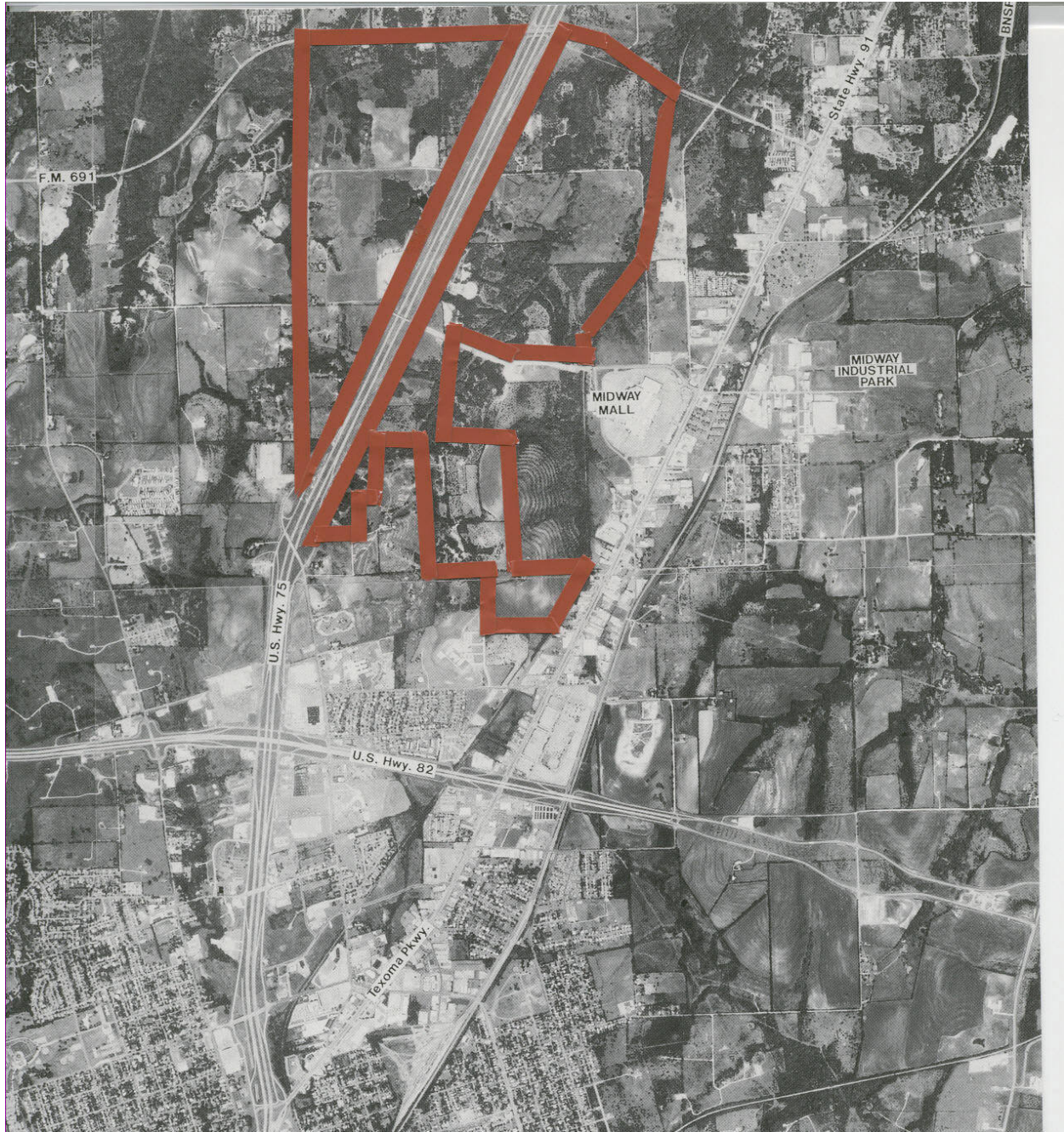
North 02° 14' 49" East, a distance of 1092.40 feet to the place of beginning and containing **95.436** acres of land.



858.774 Acres along US Hwy 75
between Loy Lake Road and Union Pacific RR
Annexation

Department of Engineering Services





**City of Sherman
Municipal Service Plan
Along U.S. Highway 75
between Loy Lake Road
and Union Pacific Railroad
Annexation of 858.774 Acres**

INTRODUCTION:

The annexation consists of approximately 858.774 acres along U.S. Hwy 75 between Loy Lake Road and the Union Pacific Railroad adjacent to the existing City of Sherman city limits.

This annexation provides for the orderly growth and development of the City, protects the City from substandard development and provides for the enlargement of the city limits by including improvements that are logically a part of the City and receive city utilities.

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation. Additional water mains and fire hydrants will be required to serve the area based upon existing City policies as applicable to all city residents.

SOLID WASTE: The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

STREETS AND BRIDGES: Any future streets will be developed by the standard provisions of the Developers Ordinance with future maintenance by the City of Sherman. Street lighting will be established according to city guidelines.

PARKS: No public parks exist in the area to be annexed. Any new park facilities will be developed according to existing City policies as applicable to all city residents.

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon annexation.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

ANIMAL CONTROL: Animal Control will be provided by the City on the effective date of annexation.

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of the annexation. Area will be annexed as SF-1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Extensions of existing city mains for future development will be made by standard City of Sherman utility extension methods. All connections to new or existing water mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.

SEWER SERVICE: Extensions of any existing sewer facilities of the City of Sherman for existing or future development may be made by standard City of Sherman utility extension methods provided the capacity of the existing appurtenances is not exceeded at the time of development. Use of lift stations and force mains will be required to serve this area. All connections to new or existing sewer mains will be based upon existing City policies as applicable to all city residents as stated in the current codes and ordinances.

STATE OF TEXAS

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COUNTY OF GRAYSON

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CHAPTER 43 LOCAL GOVERNMENT CODE

DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Sherman (the "City"), and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Grayson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City desires to begin annexation proceeding on all portions of Owner's Property; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, or order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, the Development Agreement is to be recorded in the Real Property Records of Grayson County;

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

Section 1. City's Representations. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. Owner's Representations. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City. The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Grayson County or the City until the Property has been annexed into, and zoned by, the City. The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's R-A District: Single-family Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for R-A District: Single-family Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes. THE OWNER ACKNOWLEDGES THAT EACH AND EVERY OWNER OF THE PROPERTY MUST SIGN THIS AGREEMENT IN ORDER FOR THE AGREEMENT TO TAKE FULL EFFECT, AND THE OWNER WHO SIGNS THIS AGREEMENT COVENANTS AND AGREES, JOINTLY AND SEVERABLY, TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL LEGAL CLAIMS, BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THE AGREEMENT, ARISING IN ANY WAY FROM THE CITY'S RELIANCE ON THIS AGREEMENT.

Section 3. Acts Leading to Voluntary Annexation and Waiver. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, Owner(s) hereby waive any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner(s) has taken in violation of Section 2 herein.

Section 4. City Regulations. Pursuant to Sections 43.035(b)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its

authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. Term of Agreement and Waiver. The term of this Agreement (the "Term") is five (5) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary, unless there is a subsequent change in the law by the Texas Legislature rescinding the need for the Development Agreement, then the Agreement will terminate upon the effective date of the new law, or as otherwise may be specified in the new law. If the City desires to commence annexation proceedings before the end of the Term of the Agreement, the Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation in order for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, Owner(s) hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Zoning of Property. Property annexed pursuant to this Agreement will initially be zoned SF-1 (Single Family Residential) pursuant to the City's Code of Ordinances, unless the Code is amended to change the zoning of areas annexed in to the City pending the term of this Agreement. The determination of the property's permanent zoning will be in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within fourteen (14) days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Sherman
Attn: City Manager
P.O. Box 1106
Sherman, TX 75091

Section 8. Recording of Agreement. This Agreement shall run with the Property and be recorded in the real property records of Grayson County, Texas.

Section 9. Severability of Agreement. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants

regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. Enforcement of Agreement. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 11. Changes in Law. Except as specified in Section 5 of this Agreement, no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. Paragraph Headings. The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provisions in this Agreement.

Section 13. Contract Interpretation. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

Section 14. Venue. Venue for any disputes related to this Agreement shall be in Grayson County, Texas and governed by the laws of the State of Texas.

Section 15. No Waiver of Immunity. Nothing herein shall be deemed to be a waiver of the City's defense of governmental immunity, or any other applicable defenses.

Section 16. Counterparts of Agreement. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 17. Survival of Agreement. This Agreement shall survive its termination to the extent necessary for the implementation of any applicable provisions herein.

By signing this Agreement, Owner represents that he or she has conferred with an attorney, or has voluntarily chosen not to confer with an attorney. Owner also represents that he or she understands the Agreement and voluntarily agrees to the terms of the Agreement.

Entered into this 15 day of MAY, 2008.

OWNER(S) OF THE PROPERTY:

Bobby Lee Mathis

Bobby Lee Mathis, Owner

Jackie B. Mathis
Jackie B. Mathis, Owner

CITY OF SHERMAN

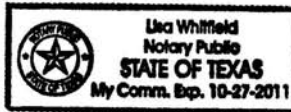
George Olson,
City Manager, City of Sherman, Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
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COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 15 day of MAY, 2008
by Bobby Lee Mathis, Owner.

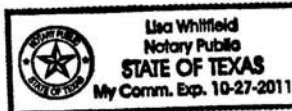
Lisa Whitfield
Notary Public, State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 15 day of May, 2008
by Jackie B. Mathis, Owner.

Lisa Whitfield
Notary Public, State of Texas



BOBBY LEE AND JACKIE B. MATHIS

EXHIBIT "A"

Tract 1

Being 1.0 acre of land in T. J. Shannon Abstract 1137 conveyed by Beatrice Mathis to Bobby Lee and Jackie B. Mathis by Gift Deed recorded in Volume 2893 at Page 121 of the Grayson County records dated February 17, 2000.

Tract 2

Being 26.062 acres of land in R.O. Barrett Abstract 0186 conveyed by the Beatrice Mathis Estate to Bobby Lee Mathis by Probate dated January 30, 2007.

Tract 3

Being 4.75 acres of land in T. J. Shannon Abstract 1137 conveyed by the Beatrice Mathis Estate to Bobby Lee Mathis by Probate dated January 30, 2007.

STATE OF TEXAS

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COUNTY OF GRAYSON

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CHAPTER 43 LOCAL GOVERNMENT CODE

DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Sherman (the "City"), and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Grayson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City desires to begin annexation proceeding on all portions of Owner's Property; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, or order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, the Development Agreement is to be recorded in the Real Property Records of Grayson County;

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

Section 1. City's Representations. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. Owner's Representations. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City. The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Grayson County or the City until the Property has been annexed into, and zoned by, the City. The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's R-A District: Single-family Agricultural District zoning requirements apply to the Property, and that the Property shall be used only for R-A District: Single-family Agricultural District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes. THE OWNER ACKNOWLEDGES THAT EACH AND EVERY OWNER OF THE PROPERTY MUST SIGN THIS AGREEMENT IN ORDER FOR THE AGREEMENT TO TAKE FULL EFFECT, AND THE OWNER WHO SIGNS THIS AGREEMENT COVENANTS AND AGREES, JOINTLY AND SEVERABLY, TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL LEGAL CLAIMS, BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THE AGREEMENT, ARISING IN ANY WAY FROM THE CITY'S RELIANCE ON THIS AGREEMENT.

Section 3. Acts Leading to Voluntary Annexation and Waiver. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, Owner(s) hereby waive any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner(s) has taken in violation of Section 2 herein.

Section 4. City Regulations. Pursuant to Sections 43.035(b)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its

authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. Term of Agreement and Waiver. The term of this Agreement (the "Term") is five (5) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary, unless there is a subsequent change in the law by the Texas Legislature rescinding the need for the Development Agreement, then the Agreement will terminate upon the effective date of the new law, or as otherwise may be specified in the new law. If the City desires to commence annexation proceedings before the end of the Term of the Agreement, the Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation in order for annexation of the Property to be completed on or after the end of the Term. Prior to the end of the Term, the City may commence the voluntary annexation of the Property. In connection with annexation pursuant to this section, Owner(s) hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

Section 6. Zoning of Property. Property annexed pursuant to this Agreement will initially be zoned SF-1 (Single Family Residential) pursuant to the City's Code of Ordinances, unless the Code is amended to change the zoning of areas annexed in to the City pending the term of this Agreement. The determination of the property's permanent zoning will be in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within fourteen (14) days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Sherman
Attn: City Manager
P.O. Box 1106
Sherman, TX 75091

Section 8. Recording of Agreement. This Agreement shall run with the Property and be recorded in the real property records of Grayson County, Texas.

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regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

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Section 12. Paragraph Headings. The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provisions in this Agreement.

Section 13. Contract Interpretation. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

Section 14. Venue. Venue for any disputes related to this Agreement shall be in Grayson County, Texas and governed by the laws of the State of Texas.

Section 15. No Waiver of Immunity. Nothing herein shall be deemed to be a waiver of the City's defense of governmental immunity, or any other applicable defenses.

Section 16. Counterparts of Agreement. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 17. Survival of Agreement. This Agreement shall survive its termination to the extent necessary for the implementation of any applicable provisions herein.

By signing this Agreement, Owner represents that he or she has conferred with an attorney, or has voluntarily chosen not to confer with an attorney. Owner also represents that he or she understands the Agreement and voluntarily agrees to the terms of the Agreement.

Entered into this 6 day of June, 2008.

OWNER(S) OF THE PROPERTY:


Martha Imbert, Owner

Charles Imbert

Charles Imbert, Owner

CITY OF SHERMAN

George Olson,
City Manager, City of Sherman, Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
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COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 6 day of June 2008
by Martha Imbert, Owner.

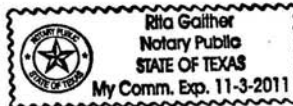
Rita Gailther
Notary Public, State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 6 day of June 2008
by Charles Imbert, Owner.

Rita Gailther
Notary Public, State of Texas



CHARLES AND MARTHA IMBERT

EXHIBIT "A"

Tract 1

Being 1.0 acre of land in T. J. Shannon Abstract 1137 conveyed by Beatrice Mathis to Martha M and Charles Imbert by Gift Deed recorded in Volume 3137 at Page 454 of the Grayson County records dated September 20, 2001.

Tract 2

Being .318 acres of land in T. J. Shannon Abstract 1137 conveyed by Beatrice Mathis to Martha M. and Charles Imbert by Warranty Deed recorded in Volume 3422 at Page 714 of the Grayson County Records dated March 3, 2003.

Tract 3

Being 7.312 acres of land in T. J. Shannon Abstract 1137 conveyed by the Beatrice Mathis Estate to Martha Imbert by Probate dated January 30, 2007.

Tract 4

Being 23.182 acres of land in R.O. Barrett Abstract 0186 conveyed by the Beatrice Mathis Estate to Martha Imbert by Probate dated January 30, 2007.

STATE OF TEXAS

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COUNTY OF GRAYSON

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CHAPTER 43 LOCAL GOVERNMENT CODE

DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Sherman (the "City"), and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Grayson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

WHEREAS, the City desires to begin annexation proceeding on all portions of Owner's Property; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, or order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, the Development Agreement is to be recorded in the Real Property Records of Grayson County;

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

Section 1. City's Representations. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

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Section 3. Acts Leading to Voluntary Annexation and Waiver. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, Owner(s) hereby waive any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner(s) has taken in violation of Section 2 herein.

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City of Sherman
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Section 15. No Waiver of Immunity. Nothing herein shall be deemed to be a waiver of the City's defense of governmental immunity, or any other applicable defenses.

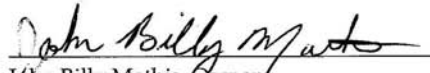
Section 16. Counterparts of Agreement. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 17. Survival of Agreement. This Agreement shall survive its termination to the extent necessary for the implementation of any applicable provisions herein.

By signing this Agreement, Owner represents that he or she has conferred with an attorney, or has voluntarily chosen not to confer with an attorney. Owner also represents that he or she understands the Agreement and voluntarily agrees to the terms of the Agreement.

Entered into this 8 day of MAY, 2008.

OWNER(S) OF THE PROPERTY:


John Billy Mathis, Owner

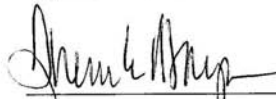
CITY OF SHERMAN

George Olson,
City Manager, City of Sherman, Texas

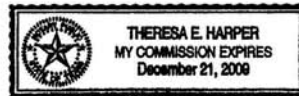
ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 8th day of May, 2008
by John Billy Mathis, Owner.



Notary Public, State of Texas



JOHN BILLY MATHIS

EXHIBIT "A"

Tract 1

Being 31.812 acres of land in the R.O. Barrett Abstract 0186 conveyed by the Beatrice Mathis Estate to John Billy Mathis by Probate dated January 30, 2007.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-17-2008

Subject: Agenda Item No. C.1

RESOLUTION NO. 5235

Authorizing Execution of a Permanent Storm Water Drainage Easement at 402 North Harrison Avenue to Replace an Existing Storm Sewer

Issue

Authorize a permanent storm water drainage easement on North Harrison Avenue for the placement of a storm drain pipe

Background

In 2007, it came to the attention of Public Works staff that the storm drain pipe along Harrison Avenue (near its intersection with Mulberry Street) had collapsed in spots and was generally failing. The project was budgeted in the fiscal year (FY) 2007-2008 Capital Improvement Program (CIP) budget and is now at the point of execution. A permanent easement is necessary because the pipe must cross the corner of 402 North Harrison. The existing pipe does not have an easement on record. In order to move forward with the project, a permanent easement needs to be provided for in an agreement between the City and the property owners.

Origination

Public Works Department

Financial Consideration

This project was budgeted in the FY 2007-2008 CIP budget; and funds are available to begin the construction work.

Staff Recommendation

Approve a permanent easement between the City and the landowners at 402 North Harrison Avenue

Alternatives

None

Attachments

Resolution No. 5235

Storm Water Drainage Easement with Property Owners, Gary and Joy Owens

Access Agreement with Tenant, Joseph Hayes

Prepared by:
Jeff Miller, Public Works Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PERMANENT STORM WATER DRAINAGE EASEMENT AT 402 NORTH HARRISON AVENUE TO REPLACE AN EXISTING STORM SEWER; 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 by the City Attorney, to execute a permanent storm water drainage easement at 402 North Harrison Avenue in accordance with the location map approved by the City Engineer and the City Attorney, 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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

STORM DRAINAGE EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GRAYSON §

That **Gary and Joy Owens**, their heirs, executors, administrators, and assigns, hereinafter called "GRANTOR", owners of the property located at 402 N. Harrison, Sherman, Texas, and more particularly described as College Park Addition, Block 24, Lot 13, 1814 AC, for and in consideration of the sum of ONE DOLLAR AND NO CENTS (\$1.00), and other good and valuable consideration to its cash in hand paid by the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTEE", the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of the storm water drainage easement, has granted, sold and conveyed, and by these presents does **GRANT, SELL, and CONVEY** unto the said GRANTEE an easement for all storm water drainage purposes, including, but not limited to the right to remove, erect, lay, install, inspect, operate, use, repair, replace, construct, reconstruct, improve, enlarge and maintain such drainage improvements, together with the necessary appurtenances, over, under, through and across (hereinafter "Easement") the following:

Situated in the City of Sherman, Grayson County, Texas, being a part of Lot 13 in Block 24 of College Park Addition to said City of Sherman as shown by plat of record in Volume 81, Page 438, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:
Beginning at a the Southeast corner of both said Block 24 and Lot 13 at the intersection of the West right-of-way line of Harrison Avenue with the North right-of-way line of Mulberry Street;
Thence South 74°00'00" West with the South line of both said Block 24 and Lot 13 along said North right-of-way line of Mulberry Street a distance of 13.82 feet to a point for the Southwest corner of the herein described tract;
Thence North 10°25'29" East a distance of 31.06 feet to a point for the Northeast corner of the herein described tract in the East line of both said Block 24 and Lot 13 and said West right-of-way line of Harrison Avenue;
Thence South 16°00'00" East with said East line of Block 24 and Lot 13 along said West right-of-way line of Harrison Avenue a distance of 27.81 feet to the Point-of-Beginning and containing 192 square feet of land.....

(hereinafter defined as the "Easement Property"). This Easement is granted with the right of ingress and egress over and along the easement property and over GRANTOR's adjacent lands to or from the easement for the purpose of and with the right to inspect, operate, patrol, remove, repair, replace, construct, reconstruct, install, improve, enlarge and maintain such storm water improvements, and the right to remove or prevent the construction on the easement of any or all buildings, structures and obstructions. This agreement, together with the other provisions of this grant, shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

GRANTEE'S Rights. With this Easement, GRANTOR also grants to GRANTEE the right during construction of GRANTEE'S construction project to enter upon and use the above described Easement Property, and for any and all purposes, including the right to locate equipment and

materials, for the replacement of GRANTEE'S storm water drainage pipe under Harrison Street where it crosses Mulberry Street, including the removal of the old storm water pipe and the laying of a new storm water pipe (hereinafter "Project."). GRANTEE also has the following rights on the Easement Property pursuant to this Easement:

1. If necessary, GRANTEE shall have the right to use a practical route or routes of ingress and egress thereto and there from for access to the Easement Property for the Project.
2. GRANTEE has the right to deposit tools, implements, and other materials on the area and to utilize construction, automotive, and other equipment thereon when necessary for the purpose of exercising Grantee's rights hereunder.

GRANTOR'S Warranties. Grantor represents and warrants that they are the owners of the Easement Property and has the authority to grant this Easement and that the consideration recited herein is just compensation for the Easement.

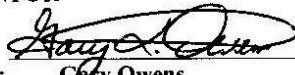
Restoration of Easement Property. GRANTEE shall restore the surface of the easement area to the same or better condition that existed before such construction and entry pursuant to this Easement.

TO HAVE AND TO HOLD THE SAME, together with, all and singular, the rights and appurtenances thereto in anywise belonging to the said GRANTEE, its successors and assigns forever, and GRANTOR does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular, the said Easement unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

This instrument shall be construed as conveying an easement to the GRANTEE for all storm water drainage purposes, and fee title is reserved by GRANTOR, its successors and assigns, subject to such Easement. The payment of the purchase price of said Easement shall be considered full compensation for the land taken and for any damages that may be claimed or asserted by virtue of the use of said Easement by the GRANTEE for the purposes herein granted.

IN WITNESS THEREOF on this the _____ day of _____, 2008.

GRANTOR

By: 
Name: Cory Owens
Address: 517 W. Beldon
Sherman, Texas 75092

GRANTOR

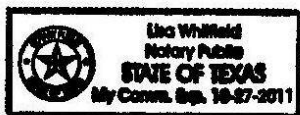
By: Joy Owens
Name: Joy Owens
Address: 517 W. Beldon
Sherman, Texas 75092

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Gary Owens**, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of July, 2008.



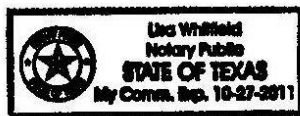
Lisa Whitfield
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Joy Owens**, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of July, 2008.



Lisa Whitfield
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

TENANT

ACCESS AGREEMENT GRANTING RIGHT OF ENTRY

This Access Agreement Granting Right of Entry ("Agreement") is made by and between the following (collectively, the "Parties"): the **City of Sherman**, its officers, agents, employees, contractors, and subcontractors ("City") and [Signature] **[name], 402 N. Harrison, Sherman, Texas** ("Tenant"). The Parties enter into this Agreement pursuant to City's request for access to **402 N. Harrison, Sherman, Texas** (hereinafter, the "Property"), for the purpose of removing and replacing a storm water pipe:

WHEREAS, Tenant is leasing the certain real property located in Grayson County, Texas, and more particularly defined as the Property; and

WHEREAS, Tenant desires to permit the City to use the Property for the removal and replacement of a storm water pipe on the Property (hereinafter "Project");

NOW, THEREFORE, in consideration of ONE DOLLAR AND NO CENTS (\$1.00), the mutual covenants, terms and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **GRANT OF ENTRY.** Subject to the further provisions of this Agreement, Tenant grants permission for the City to enter the Property for the purpose the Project. This Agreement is only a temporary permission to enter the Property and is not a grant of any other interest in the Property. This Agreement does not grant a right to exclusive use of any particular part of the Property, including any areas inside of a residence.

2. **TERMS OF THE PERMISSION.**

A. Tenant grants to the City the right during the Project to enter upon and use the above described Property, and for any and all purposes, including the right to locate equipment and materials, for the Project. Grantee also has the following rights on the Property pursuant to this Agreement:

i. If necessary, City shall have the right to use the gates in all fences which now cross or which may hereafter cross the area and use a practical route or routes of ingress and egress thereto and there from for access to the Property.

ii. City has the right to deposit tools, implements, and other materials on the area and to utilize construction, automotive, and other equipment thereon when necessary for the purpose of exercising City's rights hereunder.

3. **TENANT'S WARRANTIES.** Tenant represents and warrants that he/she is the Tenant of the Property and has the authority to enter into this Agreement and that the consideration recited herein is just compensation for this Agreement. Tenant also warrants that he or she will not grant any other types of access to the Property that will interfere with the Project until the termination of this Agreement.

TENANT

4. **RESTORATION OF PROPERTY.** The City shall restore the surface of the encroachment area to the same or better condition that existed before such construction and entry.

5. **TERMINATION.** The right to use the Property pursuant to this Agreement shall cease and be terminated on September 15, 2008, unless otherwise agreed to in writing. It is also understood that upon said termination date, the City shall have no further obligation or liability in connection with said parcel.

6. **GOVERNING LAW AND VENUE.** This Agreement will be governed by the laws of Texas with venue for any legal action lying exclusively in Grayson County, Texas. If any term or provision of this Agreement is found to be unenforceable or void, the term or provision concerned will be construed as enforceable to the maximum extent allowed by law, and the remainder of this Agreement will remain in full force and effect.

Tenant certifies that he/she is at least 18 years of age and legally competent to sign this Agreement, understands that the terms of this Agreement are legally binding, and that Tenant has signed this Agreement freely and without being subject to duress. Tenant agrees that in signing this Agreement, he/she has not relied on any representation, oral or otherwise, not contained in this Agreement, and that the terms of this Agreement may not be modified, amended, or changed without the written consent both the Parties.

Signed on the 7 day of July, 2008.

CITY OF SHERMAN

By: _____
George Olson
City Manager

TENANT: _____
(signature)

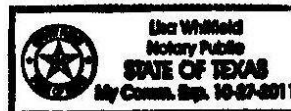
ATTEST:

Linda Ashby
City Clerk

BEFORE ME, the undersigned authority, on this day personally appeared Joseph Hayes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of July, 2008.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS







SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-17-2008

Subject: Agenda Item No. D.1

2008-2009 BUDGET REVIEW

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-17-2008

Subject: Agenda Item No. E.1

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 7-17-2008

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2008
CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		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

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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MARCH

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APRIL

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MAY

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JUNE

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29	30					

JULY

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AUGUST

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31						

SEPTEMBER

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28	29	30				

OCTOBER

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NOVEMBER

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30						

DECEMBER

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28	29	30	31			

01/21/08 - M.L.K., Jr. Birthday - Called Council Meeting on 01/22/08
02/29/08 - 12:00 Noon Called Meeting with Chamber Board
05/10/08 - City Council Election
05/13/08 - 12:00 Noon Called Meeting to Canvass Election Results
05/22/08 - 6:00 PM Called Meeting for Comprehensive Plan Community Forum
05/29/08 - 6:00 PM Called Meeting for Comprehensive Plan Community Forum
06/10/08 - 12:00 Noon Budget Planning Meeting in Council Chambers
07/17-18/08 - Budget Workshop in Council Chambers
09/01/08 - Labor Day - Called Council Meeting on 09/02/08