

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JULY 6, 2015
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER TOM WATT**
- A. 3. INVOCATION BY COUNCIL MEMBER TOM WATT**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 15, 2015**

Public Hearing

- B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5884**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Elevated Water Storage Tank in an R-1 (One Family Residential) District at 2200 South FM 1417 (Heritage Parkway), being Lot 2, Haliburton Addition (City of Sherman, Owners); 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

- B. 2. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Number: 5884
- B. 3. 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

C. 1. RESOLUTION NO. 5981

Confirming the Employment of the Sherman Fire Department's Fire Chief

C. 2. * RESOLUTION NO. 5982

Authorizing Execution of an Encroachment Easement to Young Property Investments, LP, for the Placement of a 2" PVC Sewer Service Line Cased in 3" PVC within the 20' Sanitary Sewer Easement to Serve the Property located at 1522 Baker Road in the City of Sherman

Executive Session

D. 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 551.087

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

E. 1. OPEN MEETING

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

Introduction of Ordinances

F. 1. INTRODUCTION OF ORDINANCE NO. 5885

Designating a Certain Area as Industrial Reinvestment Zone, Number 072015-1, City of Sherman, Texas, Providing for the Establishment of Agreements within the Zone, and Other Matters Relating Thereto; Providing Findings of Fact; Providing an Effective Date for the Commencement of the Reinvestment Zone and this Ordinance

Resolutions

G. 1. RESOLUTION NO. 5980

Authorizing Execution of an Agreement with Panda Sherman Power II, LLC for Water Services

Other Business

H. 1. OTHER BUSINESS

Exception and Site Plan Approval for Sherman Crossroads, LTD, Owners; and Jeff Carroll, Carroll Architects, Architect; under Ordinance No. 2252, Article IV, Section 410(2)(j) to allow a Medical Hospital in the Blalock Industrial Park/Blalock Commercial Overlay District in the 2800-3600 Blocks of South U.S. Highway 75

H. 2. * OTHER BUSINESS

Consider Request of the Crisis Center of Grayson County to Temporarily Close Certain Streets for the "Seeds of Hope Moonlight 5K & Fun Run" on Saturday, September 26, 2015

H. 3. * OTHER BUSINESS

Consider Request of Austin College to Temporarily Close Certain Streets for the 2015 "A" Run for Roos on Saturday, November 14, 2015

I. CITIZEN REQUESTS

J. MEDIA QUESTIONS

K. COUNCIL COMMENTS

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 2, 2015 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 2nd day of July, 2015
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

Carolyn S. Wacker

Deputy Mayor

David Plyler

Council Members

Ryan Johnson, Council-At-Large, PL #1

Jason Sofey, Council-At-Large, PL #2

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Tom Watt, Council – District #3

David Plyler, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 07/06/2015

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 15, 2015

Attachments

June 15, 2015

EMD Presentation

June 1, 2015

MEMBERS PRESENT: MAYOR CARY WACKER; DEPUTY MAYOR DAVID PLYLER. COUNCIL MEMBERS DAVIS, JOHNSON, SOFEY, STEELE, WATT.

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

APPROVE MINUTES

CONSENT AGENDA

RES 5974
JUSTICE ASSISTANCE
GRANT AGREEMENT

RES 5975
JUSTICE ASSISTANCE
JOINT APPLICATION

ASSISTANCE GRANT PROGRAM -- CFDA #16.738

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A JOINT GRANT APPLICATION WITH THE CITY OF DENISON AND GRAYSON COUNTY FOR, AND THE ACCEPTANCE OF, A GRANT AWARDED UNDER THE 2015 JUSTICE ASSISTANCE GRANT PROGRAM -- CFDA #16.738.

CONSENT AGENDA.

RESOLUTION NO. 5976 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ADVERTISE FOR BIDS FOR THE PROCUREMENT OF HIGH TECHNOLOGY EQUIPMENT FOR THE CITY OF SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ADVERTISE FOR BIDS FOR THE PROCUREMENT OF HIGH TECHNOLOGY EQUIPMENT FOR THE CITY OF SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT.

RES 5976
WATER TREATMENT
PLANT EXPANSION

Mark Gibson, Director of Utilities, explained that the City is currently running pilot tests for the membrane units at the Water Treatment Plant. There are four vendors that are currently testing. The tests will continue through the middle of June and one vendor will probably extend through the end of June.

He said the staff is currently asking the Council for approval to advertise the units for bid. There is a long lead time on the item and the City must select a vendor so the rest of the plant can be designed around the membrane system that they will be using.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 5976, as presented. Second by Council Member Johnson.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

CONSIDER REQUEST OF LAUREN ROTH AND CELEBRATE IN STYLE, A CORPORATE EVENT PLANNER, TO TEMPORARILY CLOSE ELM STREET FOR THE TAYLOR PHELAN CONCERT ON SATURDAY, JULY 11, 2015

Lauren Roth, Tourism Director, said the request is for a privately planned concert that is not being done through the Tourism Department or the Chamber of Commerce. They would like to close Elm Street and also bring in a caterer, such as Fulbelli's, to serve alcohol. If approved, Fulbelli's will handle all the Texas Alcoholic Beverage Commission licensing, and the area will be fenced off as required.

CLOSE STREETS
TAYLOR PHELAN
CONCERT
(JULY 11, 2015)

COUNCIL MINUTES – JUNE 1, 2015

Ms. Roth asked for approval to allow food trucks to park on the street, and to serve alcohol and have music playing outside prior to the concert.

Mayor Wacker said the request is in line with ordinance changes that were made about four years ago to allow the hosting of events and closing of streets with certain requirements. The ordinance requires a perimeter with signage stating that no alcohol is allowed beyond a certain point. Off-duty police officers are also required at the event.

She added that the ordinance was established to allow the City to host entertainment events such as this.

Ms. Roth said they have also rented the Municipal Ballroom and Kidd-Key Auditorium for the event, and have requested four off-duty police officers to work.

ACTION TAKEN.

Motion by Council Member Watt to approve the request of Lauren Roth and Celebrate in Style, to close Elm Street for the Taylor Phelan Concert on July 11, 2015, as presented. Second by Council Member Davis.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER REQUEST OF UNITED WAY OF GRAYSON COUNTY TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "UNITED WAY HUSTLE FOR HEALTH" ON SATURDAY, AUGUST 15, 2015

The City Council approved the request of United Way of Grayson County to temporarily close certain streets for the "United Way Hustle for Health" on August 15, 2015, as presented.

They are requesting traffic control assistance and cones for the run, and the closure of Rusk Street, in front of the Municipal Building from 8:00 a.m. until 9:00 a.m. They will also need barricades and assistance to place and remove the barricades and cones.

CONSENT AGENDA.

RECEIVE UPDATE ON PROPOSED AMENDMENT TO THE CITY'S ANIMAL CONTROL CODE PROVISIONS

Brandon Shelby, City Attorney, briefed the City Council on the proposed amendment to the City's Animal Control Code. Mr. Shelby said several months ago the City Council was approached by a citizen that was having a dispute with her neighbor over livestock. The Council asked the staff to review the current small livestock ordinance to see if any code revisions could help remedy the issues.

He said the staff has reviewed what other cities around Sherman are doing and there is really no uniformity to the ordinances, and in fact, the real problem seems to be

CLOSE STREETS
UNITED WAY
HUSTLE FOR HEALTH
(AUG. 15, 2015)

ANIMAL CONTROL
CODE

enforcement. If the homeowners were in compliance with the current ordinance at all times, the problem probably wouldn't be as bad as the neighbors perceived it to be. However, it is difficult for the City to enforce the distance and enclosure requirements because Animal Control Officers would have to witness the violation taking place.

The staff tried to make the proposed ordinance as simple as possible and revised the definition of livestock to include livestock of any size and then remove the small livestock exception for properties under an acre.

Essentially, Mr. Shelby said the proposed ordinance says if you live on less than an acre, inside the City limits, you would not be allowed to have any livestock and would limit the number of fowl. If you live on more than an acre, you could have livestock and fowl. He said this follows other ordinance revisions by delineating property rights based on acreage.

Mr. Shelby asked for direction from Council as to whether or not to bring this forward as an ordinance for their consideration.

Robby Hefton, City Manager, said there has also been discussion about implementation of the ordinance. He said there may be some citizens that are currently in violation of the proposed ordinance if it were passed today. He said the Council could implement the ordinance and grandfather those that already have livestock that would be in violation, and when those livestock "go away" there would be no replacement.

Another option would be to delay the effective date to allow the owner a period of time to be in compliance with the ordinance. The staff has no recommendation, but there are several ways to handle the implementation if the Council does choose to adopt the ordinance.

Council Member Johnson asked if a registration process would be used to grandfather the livestock. Mr. Hefton said the City does not have the staff to monitor and register livestock throughout the City. It would really be on a complaint basis. He said it would probably be easier to set an effective date in the future for compliance.

Mayor Wacker said this has been an issue for a long time and the Council agrees that within the City, where neighbors are in close proximity, most farm animals are not compatible. She said there are many variations with other cities' ordinances, but most do not allow livestock on small City lots. The proposed ordinance is very simple and straight forward, and she asked the Council what they wanted to do.

Council Member Watt said there would be challenges, but he asked what effective date the staff was thinking about. Mr. Hefton said probably no longer than 12 months, but he felt six months might be about right. Council Member Johnson felt January 1, 2016 would be a good natural point to start.

Council Member Watt asked if the lady that appeared at a past Council Meeting could have sought relief under the current ordinance. Mr. Shelby said she did. She gathered evidence herself and filed complaints in Municipal Court. The neighbors were found guilty and fined in Municipal Court.

Council Member Davis asked if the staff had any idea how many residences have livestock. Mr. Shelby said the City is "complaint based" and does not know how many have livestock.

Council Member Steele verified that the City would advertise any changes to the ordinance several ways so the citizens would be aware of the new regulations. Mr. Shelby said warnings could also be issued during that period so citizens would become aware of the changes.

Council Member Steele asked if the Animal Shelter was prepared to accept any livestock that citizens wanted to turn over as the new ordinance goes into effect. Mr. Hefton said that would not be encouraged, but the staff would take that on a case-by-case basis. Council Member Davis said most livestock would have some type of commercial value to someone living in the country.

Council Member Sofey felt the first of the year would be a good effective date. He asked if there was a time period after the ordinance is in effect, for citizens to comply when complaints are made against them. Mr. Shelby said a violation of the ordinance would be a Class C Misdemeanor, prosecuted in Municipal Court, so there should be a way to work out something during prosecution of the violation.

Council Member Watt would like to make sure that "liberal approach" is made known to the Municipal Court Judge and ask him to work with the citizens that violate the ordinance.

Mr. Hefton said the ordinance would be brought back at the next meeting for Council consideration.

DISCUSS THE PROPOSED AMENDMENT OF THE CITY'S SMOKING CODE PROVISIONS

Mr. Hefton said on March 16, 2015, the City Council asked the staff to study the issue of a City-wide smoking ban, especially in restaurants and bars. Council Members asked the staff to research the opinions of local restaurant and bar owners and managers, to assess the impact of a smoking

SMOKING CODE PROVISIONS

ban on the existing establishments, to review current proposed State legislation, and to review policies from other cities to determine if and how they regulated smoking.

The City currently has a smoking policy that prohibits smoking at the airport, City buildings and facilities, common area of theaters, concert halls, public elevators, public schools, hospitals or nursing homes, and certain public transportation facilities and on public transportation vehicles. It also requires that the smoking and non-smoking areas be separated and that there is no smoking in entrance areas of restaurants.

Mr. Hefton said the staff contacted owners or managers at all restaurants and bars in Sherman. There are currently 91 restaurants and/or bars, and of those, 73 are dine-in. Nine of the 73 permit smoking. Three of the nine that permit smoking would oppose a smoking ban. One of those three would be okay with a ban in restaurants, but not in bars. The staff could not reach Rendezvous Club. The survey also polled whether or not they thought a smoking ban would hurt their business

Currently there is no State-wide smoking ban in Texas, but there are some regulations that apply. As for SB 87 that was introduced in January 2015, the current status is that it "died in committee." Mr. Hefton also presented information on smoking regulations in our peer cities.

He presented three options to the Council. They could leave the ordinance as it is and let the businesses make the decision; approve a comprehensive ban in restaurants, bars, buildings, government facilities, and parks; or approve a partial ban, considering areas such as restaurants and bars only, restaurants only, indoor vs outdoor patio areas, and outdoor events.

Mr. Hefton said many cities that have regulated smoking in restaurants, have still allowed it in patio areas and outside, as long as it is a specific number of feet away from entrances.

Council Member Davis asked, of the nine restaurants/bars that allow smoking, are there any that are strictly bars. Mr. Hefton said that depends on the TABC definition of a bar. Legally, he did not believe there were any "bars" in Sherman, but there are some private clubs that are located in the community. As for enforcement, Mr. Shelby said it would probably be based on how the facility is defined with TABC. He added that there is a wide array of TABC licenses in the State. Mr. Hefton added that it is a function of the sources of revenue and the licensing from TABC.

Council Member Watt asked about the private clubs in Sherman, but Mr. Shelby said the survey didn't specifically address that issue so he was not aware whether or not there

COUNCIL MINUTES – JUNE 1, 2015

were any operating in Sherman. He said that before the local option election in Sherman, private clubs were a way that facilities could serve alcohol.

Mr. Hefton said additional research could be done to determine the designations if the Council would like. Council Member Davis verified that private clubs would include organizations such as the VFW, Knights of Columbus, and other organizations. Mr. Shelby said it did include those organizations, but there might be others too. Council Member Sofey said some cities characterize these organizations as "fraternal organizations" and allowed smoking.

There were no citizens in the audience that wanted to speak before the City Council about this issue. Mayor Wacker asked for Council direction to the staff.

Council Member Sofey said he was in favor of some form of ordinance, even if it allowed smoking in the outdoor areas and in bars.

Deputy Mayor Plyler said he would like to see additional research as to what constitutes a private club or bar. The City should not mistakenly cause a business owner any hardship. He said he was uncomfortable with City government telling Americans how to run their business, and in doing that the City must be very careful and very deliberate about how that is done.

Council Member Davis said he was surprised at the number of restaurants that don't allow smoking. He did not feel that government should unnecessarily regulate businesses and the private sector is doing the job. He also asked who the City is protecting. There are restaurants and bars where smokers go with their friends and they voluntarily accept any risks by doing so.

He also expressed concern about unintended consequences such as places that depend on customers that smoke and might lose business, and businesses that have made expensive improvements to accommodate smokers.

Mayor Wacker said there is a lot of data for cities that have enacted smoking bans that demonstrate there is no financial harm to the businesses. Many restaurants that have already banned smoking are reacting to what their customers want. Cities frequently regulate what private businesses do for health concerns or public safety. She added that the City is not taking away the rights of smokers, because there are many other places they can smoke.

Mayor Wacker said she would like to see an ordinance for a "moderate smoking ban" that restricts smoking in restaurants. The ordinance should be very specific in what

it excludes and should not exclude smoking in the fraternal halls or private clubs.

Council Member Davis said his opinion did not have anything to do with smokers' or non-smokers' rights, but with unnecessarily regulating businesses and unintended consequences. A possible solution is to require every restaurant and bar to have a smoking policy and to state on a sign on the door, what that policy is.

Council Member Johnson said he wouldn't be opposed to reviewing a proposed ordinance, but he felt that with only nine out of 73 restaurants or bars that allow smoking, there is pretty good self-policing. He also was concerned about government regulating businesses.

Council Member Steele expressed concern about the smoking section of a restaurant being near a door where those entering must walk through to get to the non-smoking area. He didn't want to hurt businesses, but he was in favor of some type of smoking ban for restaurants. He did not feel it would be detrimental to the business.

Mr. Hefton said the staff will bring back a draft ordinance for discussion, excluding things that might relate to private clubs and fraternal organizations. He asked if they wanted to allow smoking in outside areas, but a specific number of feet from the entrance, or on patios.

Council Member Sofey liked allowing it on patios, in fraternal organizations, and nursing homes that have a smoking section, but not at City events, on City property, or in City parks.

Council Member Watt verified that smoking was not allowed on school property. Mayor Wacker said all campuses are smoke free, as well as in Bearcat Stadium.

Deputy Mayor Plyler asked if there was a time factor where a bar or restaurant could allow smoking after 9:00 p.m. or 10:00 p.m. Mr. Hefton said that could be included in an ordinance.

Council Member Davis asked about cigar bars. Mr. Hefton said most cities did not regulate or prohibit smoking in those types of establishments, or private homes or vehicles.

Mayor Wacker said she felt that having a non-smoking ordinance that regulates these types of activities shows that Sherman is a progressive City. She recommended that the staff bring back a proposed ordinance after the budget work session, in early to mid-July.

CONSIDER CALLING AN ELECTION FOR CHARTER
AMENDMENT FOR THE NOVEMBER 3, 2015 REGULAR AND
SPECIAL ELECTION

CHARTER
AMENDMENT
ELECTION

COUNCIL MINUTES – JUNE 1, 2015

Mayor Wacker said periodically the Council and staff reviews the City Charter to make sure everything is up to date.

Mr. Shelby said a City is allowed to amend their Charter every two years, and Sherman's last Charter Election was in 2010. Since that time, some provisions have probably become dated.

In consideration of items that need to be amended, input will be gathered from all City departments and from Council Members. Normally the City Council appoints an ad hoc committee to review the Charter and make recommendations on proposed amendments. He urged the Council to appoint the committee at the next Council Meeting so they can review recommendations and present those to the Council at the August 3, 2015 Council Meeting. The Election must be called no later than August 24, 2015 for inclusion on the November ballot.

Mayor Wacker said the proposed timeline would be as follows:

- Appoint the ad hoc committee by June 15, 2015
- Committee recommendations presented to the full Council on August 3, 2015
- Ordinance ordering the Charter Amendment Election considered on August 17, 2015

ACTION TAKEN.

Motion by Council Member Sofey to adopt the proposed timeline for a Charter Amendment Election on November 3, 2015, as presented. Second by Council Member Steele.

VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

CITIZENS REQUESTS

TAYLOR PHELAN CONCERT

Kevin Couch, 225 N. Travis, is the owner of CBC Creative, and is involved in the Taylor Phelan concert mentioned earlier in the meeting. He thanked the Council for approving the street closures for the concert.

TAYLOR PHELAN
CONCERT

He said Mr. Phelan's mission on "The Voice" was to show how important the City of Sherman was in his development as an artist. He said that even though this wasn't a tourism event, it would bring a lot of attention to Sherman through several bigger media outlets.

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

THANKS TO STAFF

Council Member Steele thanked the staff for keeping the City

THANKS TO STAFF

COUNCIL MINUTES – JUNE 1, 2015

Council and the citizens informed about the recent tornado that touched down near his home. He was out of town at the time, but appreciated knowing the situation since his family was here.

THANKS TO STAFF

Council Member Watt agreed with Council Member Steele about the recent weather events.

THANKS TO STAFF

THANKS TO STAFF

Council Member Sofey added a thanks to the staff during the recent dam breach and the gas evacuation on Friday, May 29, 2015. He recognized the way the situations were handled by the Engineering Department, the Fire Department, and the Police Department.

THANKS TO STAFF

THANKS TO STAFF

Deputy Mayor Plyler agreed and recognized the City staff that were out in the weather performing these duties.

THANKS TO STAFF

THANKS FOR UPDATES

Council Member Johnson said he was also out of town last week but thanked Mr. Hefton for his updates on the situations. He recognized the hard work of the City staff and the first responders.

THANKS FOR
UPDATES

RECENT WEATHER EVENT

Council Member Davis said he was also thankful that the City didn't have the downpour at one time, that they did in 2007.

RECENT WEATHER
EVENT

SEDCO TOUR OF CARRUS SPECIALTY HOSPITAL

Council Member Davis said he was recently invited by the Sherman Economic Development Corporation, to visit Carrus Specialty Hospital, along with the Mayor. He said they met with the management, owners, and the head nurse, and toured the facility. He said it was very interesting and informative. He added that they were a great corporate citizen and he was glad they were located in Sherman.

SEDCO TOUR OF
CARRUS SPECIALITY
HOSPITAL

ANNOUNCEMENTS

Mayor Wacker announced the following:

- Many people visited Sherman this past weekend to attend the Second Annual Interurban Film Festival.
- Hot Summer Nights begins this Thursday at 7:30 p.m. on the Municipal Grounds, with the Fin City Band.
- "Les Miserables" opens at the Finley Theater on June 5, 2015. The show is a collaboration with many community partners and should draw many people into Sherman.
- Sherman Public Library is hosting Monday Madness from June 8 through June 27, 2015.

ANNOUNCEMENTS

- The Sherman Museum also has Dino Days opening soon. She urged citizens to visit the City's website or the Chamber's tourism website to see the great events in Sherman.

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

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

EXECUTIVE SESSION

SECTION 551.071 CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION:
RECEIVE THE CITY ATTORNEY'S BRIEFING ON PENDING OR CONTEMPLATED LITIGATION

SECTION 551.074 PERSONNEL MATTERS:
DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:00 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:18 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:19 p.m.

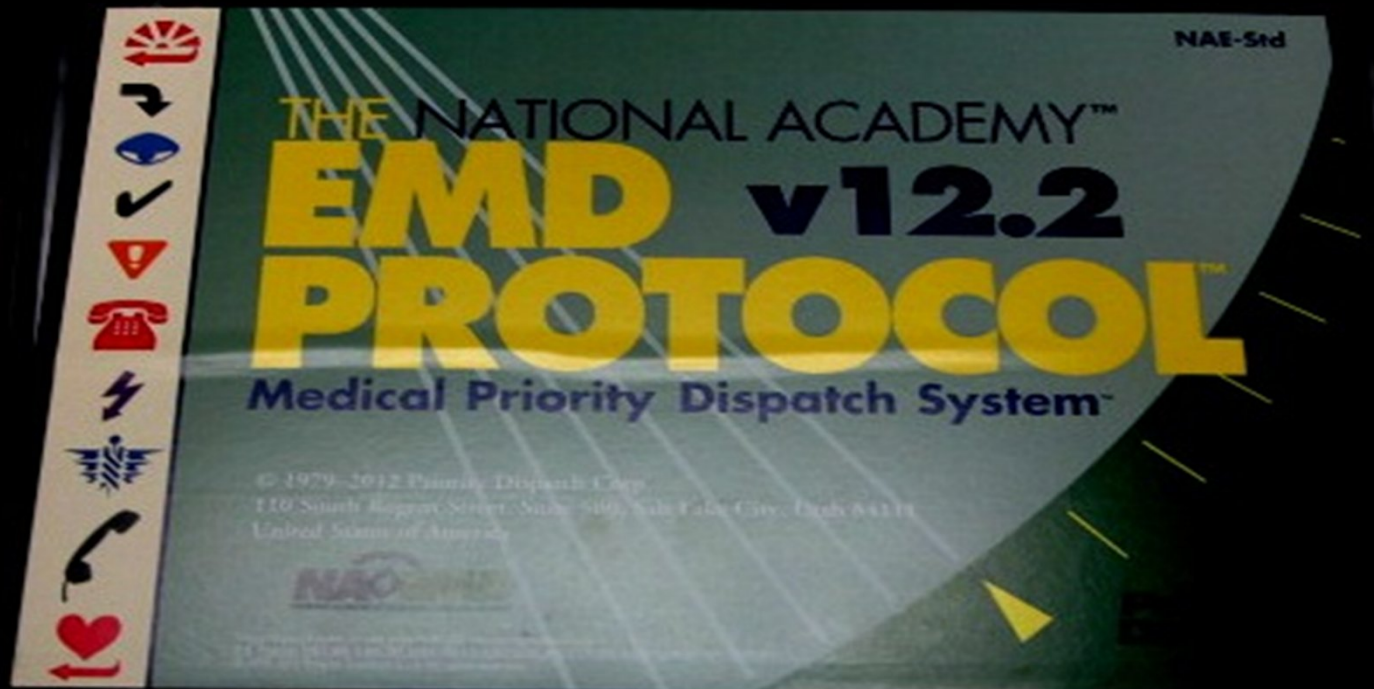
ADJOURNMENT

MAYOR

CITY CLERK

Sherman Communications 911 for Police, Fire & Medical Emergencies





0	CASE ENTRY PROTOCOL		
1	ABDOMINAL PAIN / PROBLEMS		
2	ALLERGIES (REACTIONS) / ENVENOMATIONS (STINGS, BITES)	2	2
3	ANIMAL BITES / ATTACKS		
4	ASSAULT / SEXUAL ASSAULT		
5	BACK PAIN (NON-TRAUMATIC OR NON-RECENT TRAUMA)		
6	BREATHING PROBLEMS	6	6
7	BURNS (SCALDS) / EXPLOSION (BLAST)	7	
8	CARBON MONOXIDE / INHALATION / HAZMAT / CBRN		8
9	CONCIOUS / UNCONSCIOUS / DECEASED		



- Pre-Arrival medical instructions
- Nationally & Internationally recognized
- Dispatchers are the 1st First Responder

How EMD works





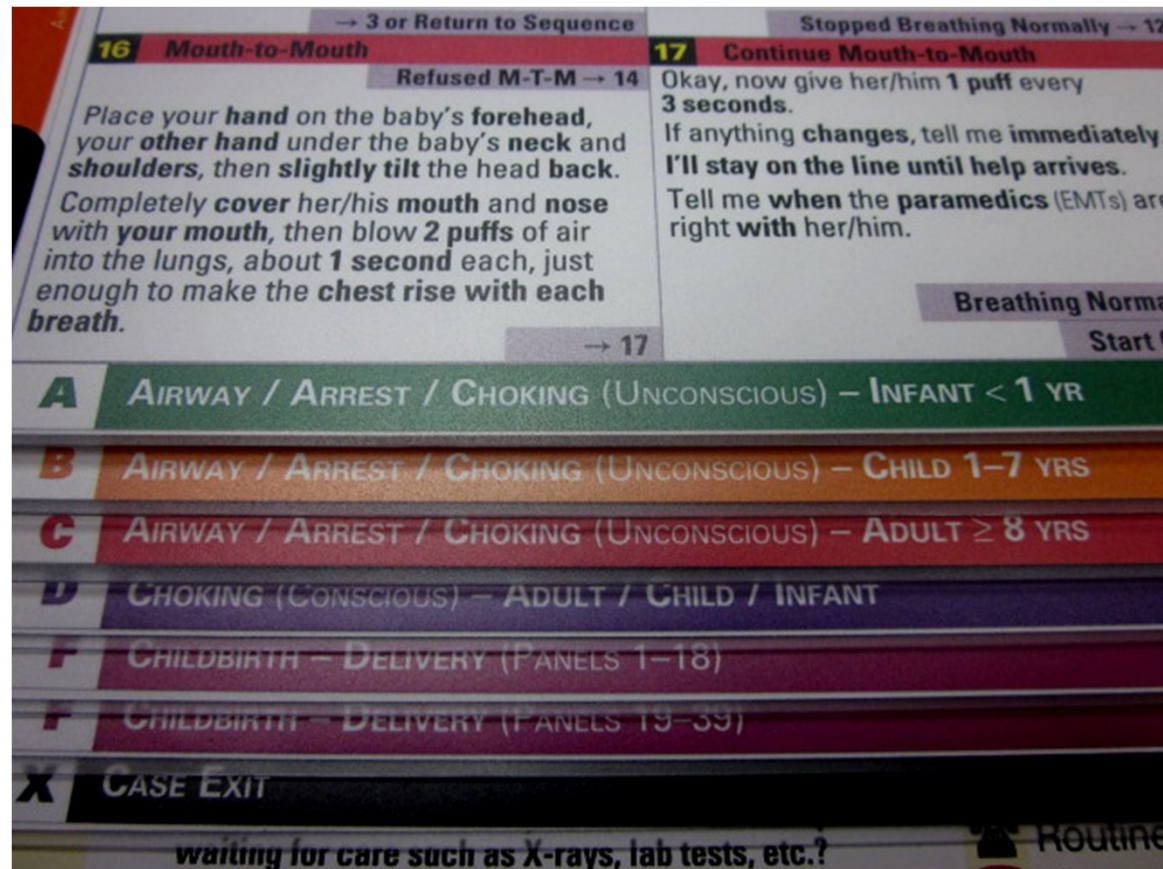
- Assist the Fire personnel
- Responders will be more prepared when they arrive at the scene

Every call
begins the
same and
follows a
standardized
format

ENTRY QUESTIONS		
1. What's the address of the emergency?	House/Apartment/Business/Intersection/Landmark/Jurisdiction/GPS	✓
2. What's the phone number you're calling from?		✓
3. Okay, tell me exactly what happened.		
	Hanging (now) _____	9-E-3
	Underwater _____	9-E-6
	Person on fire _____	7-E-1
a. (Not obvious) Are you with the patient now ?		
b. (Not obvious) How many (other) people are hurt (sick)?		
	Traffic/Transportation incident _____	29
	Multiple victims _____	CC
c. (Choking) Is s/he breathing or coughing at all? (You go check and tell me what you find.)		
	No _____	11-E-1
i. Do not slap her/him on the back.		
4. How old is s/he?		
a. (Unsure) Tell me approximately , then.		
5. Is s/he awake (conscious)?		
	Yes	
	No	
	Unknown	
6. Is s/he breathing ? ?		



This is a flip chart system with 33 medical related protocols to select from



- Specialized instructions
- No delay in care

C AIRWAY / ARREST / CHOKING (UNCONSCIOUS) – ADULT ≥ 8 YRS

ADULT

1 (Phone to Patient)
If there is a **defibrillator (AED)** available, **send someone to get it now.**
Are you right by her/him now?
Yes → 2
(No) Get the phone as close to her/him as possible. Don't hang up. **Do it now** and tell me when it's done. (If I'm not here, stay on the line.) → 2

4 Pathway Director
* Select the most appropriate pathway below:
Ventilations (V) 1st → 5
(if any of these conditions apply)
Allergic reaction Overdose/Poisoning
Asthma attack Severe trauma
Drowning Strangulation
Hanging Suffocation
Lightning strike Toxic inhalation
Compressions (C) 1st → 6
Any other problems (if none of the above apply)
Unconscious Choking (UC) → 6

7 CPR (Ventilations 1st/UC)
Pump the chest hard and fast 30 times, at least twice per second and 2 inches (5 cm) deep. Let the chest come all the way up between pumps. Tell me when you're done.
(Previous airway blockage) Check in her/his mouth for an object and remove anything you find.
Yes → 8
* Do you understand me so far? No → Clarify/Reassure → 5

2 Position Patient
Listen carefully.
(Not breathing) Lay her/him flat on her/his back on the floor/ground and remove any pillows.
(Breathing) Lay her/him flat on her/his back and remove any pillows.
(3rd TRIMESTER) Lay her on her left side and wedge a pillow behind her lower back.
Not Breathing → 4
Breathing → 3

5 Start Mouth-to-Mouth
I'm going to tell you how to give mouth-to-mouth.*
*Refused M-T-M → 6/10
(Place your hand on her/his forehead, your other hand under her/his neck, then tilt the head back.) Now pinch her/his nose closed and completely cover her/his mouth with your mouth, then blow 2 regular breaths into the lungs, about 1 second each. The chest should rise with each breath.
* Did you feel the air going in and out?
Yes → 1st cycle of CPR → 6
No → Continuing CPR → 9
V 1st → 13
C 1st → 10
UC → 9

8 Continue CPR with Mouth-to-Mouth
With your hand under her/his neck, pinch her/his nose closed and tilt her/his head back again.
Give 2 more regular breaths, then pump the chest 30 more times.
Make sure the heel of your hand is on the breastbone (in the center of the chest), right between the nipples.
* Do you understand? Yes → 9
No → Clarify/Reassure

3 Check Breathing
Now place your hand on her/his forehead, your other hand under her/his neck, then tilt the head back.
Put your ear next to her/his mouth.
* Can you feel or hear any breathing? No → 4
Uncertain/Just a little → 17
* (Yes) Is s/he breathing normally? Yes → 16
No/Uncertain → 17

6 CPR Landmarks
Listen carefully and I'll tell you how to do chest compressions.
(Not 3rd TRIMESTER) (Make sure s/he is flat on her/his back on the floor/ground.) Place the heel of your hand on the breastbone (in the center of the chest), right between the nipples.
V 1st → 7
C 1st → 11
UC → 7
Put your other hand on top of that hand.
V 1st & Refused M-T-M → 11

9 Continue CPR
Refused/Unsuccessful M-T-M → 10
* If M-T-M instructions have not yet been provided, link to Panel 5.
From now on, give her/him:
(V 1st) or (UC) 2 breaths then 30 pumps, 2 breaths then 30 pumps.
(C 1st) 100 pumps then 2 breaths, 100 pumps then 2 breaths.
→ 10

We are elevating our level
of service to our
community



What does it take to become EMD Certified?

- EMD Training program
- Certification examination
- CPR Certification
- Continuing education
- Recertification examination





**CHANGE
AHEAD**



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 07/06/2015

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5884

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Elevated Water Storage Tank in an R-1 (One Family Residential) District at 2200 South FM 1417 (Heritage Parkway), being Lot 2, Haliburton Addition (City of Sherman, Owners); 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 the City of Sherman (Owners) concerning the property located at 2200 South FM 1417 (Heritage Parkway), being Lot 2, Haliburton Addition, to allow an elevated water storage tank in an R-1 (One Family Residential) District

Background:

The property is located at 2200 South FM 1417 (Heritage Parkway) between Park Avenue and Steeple Chase Drive. A second elevated water storage tank is needed in the City's high zone surface water distribution area to provide additional storage capacity and to prepare for future growth and development in the north and west areas of Sherman. Bringing this tower on line will also help provide redundancy in the system that will allow for maintenance and repair of the Gallagher tower.

The proposed tank would be a composite tank, which is different from the other tanks in Sherman. It would be a concrete cylinder with a steel tank on top, the most economical type to build. The cylinder of the tank is hollow and could be used for storage. The main reason for the tank is to pair it up with the Gallagher tank at the same overflow elevation so that the tanks can be interchangeable when one needs to be removed from service.

Origination:

City of Sherman (Owners)

Financial Consideration:

None

Staff Recommendation:

At the June 16, 2015 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5884

Location Map

Zoning Map

Narrative

Plat

Site Plan/Elevations

P&Z Communication

ORDINANCE NO. 5884

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 AN ELEVATED WATER STORAGE TANK IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 2200 SOUTH FM 1417 (HERITAGE PARKWAY), BEING LOT 2, HALIBURTON ADDITION (CITY OF SHERMAN, OWNERS); PROVIDING FOR A REPEALER; 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, the City of Sherman (Owners) are granted a Specific Use Permit to allow an elevated water storage tank in an R-1 (One Family Residential) District at 2200 South FM 1417 (Heritage Parkway), and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 2, Haliburton Addition

SECTION 2. 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 3. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2015.

ADOPTED on this the _____ day of _____, 2015.

EFFECTIVE DATE on this the _____ day of _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

2200 S. FM 1417 (Heritage Parkway)



NOT TO SCALE

1 in = 292 ft



Zoning - 2200 South FM 1417 (Heritage Parkway)

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 PARCELS

Zoning Classification

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 208 ft

Narrative

The City of Sherman plans to construct an elevated storage tank within the limits of the existing Southwest Booster Pump Station Site. The tank will be a composite tank consisting of a concrete base topped with a steel tank. The tank will be approximately one hundred thirty feet tall with a diameter in the sixty to eighty foot range.

KNOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Ronnie Haliburton being the owner of the heretofore described property hereby adopt this plat designating said property as the Haliburton Addition, on addition to the City of Sherman, Texas, and does hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way may endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easement strips and any public or private utility shall, at all times, have the right of ingress and egress to, from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, maintaining and adding to or removing of or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules, regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this 17 day of Jan, 1996

Ronnie Haliburton
Ronnie Haliburton

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ronnie Haliburton, known to me to be the person whose name is subscribed to the foregoing instrument acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of Jan, 1996

Notary Public in and for
the State of Texas



KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed under my personal supervision, in accordance with the exhibition regulations of the 40th of Sherman, Texas.

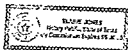


Douglas W. Underwood
12/14/95
Registered Professional
Land Surveyor, No. 4709

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Douglas W. Underwood, known to me to be the person whose name is subscribed to the foregoing instrument acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of Dec, 1995



OWNER
RONNIE HALIBURTON
2300 W. TAYLOR
SHERMAN, TEXAS
PHONE 893-6272

SURVEYOR
DOUGLAS W. UNDERWOOD
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4709
118 WEST CHESTNUT STREET
DENISON, TEXAS
PHONE 465-2151



Approved this 30 day of November, 1995, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman Secretary

Approved by the City Council of the City of Sherman

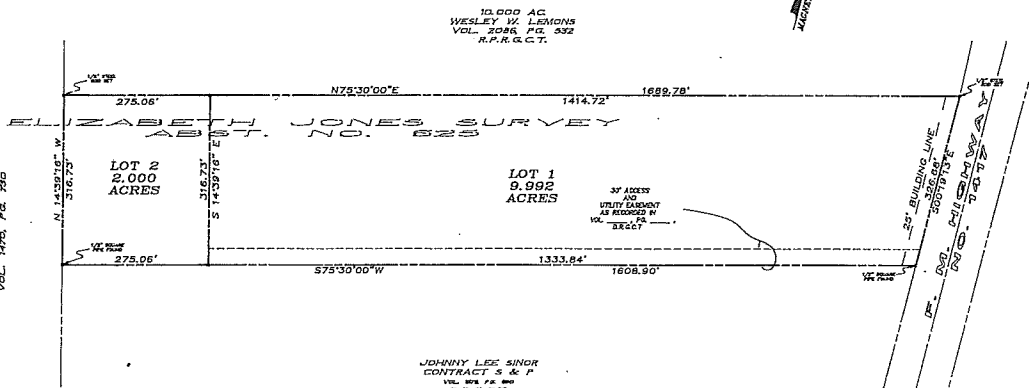
Mayor, City of Sherman, Texas Date 12/14/95

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, Haliburton Addition, to the City of Sherman, Texas, was submitted to the City Council on the day of Dec 14, 1995, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this 29th day of January, 1996

City Clerk, City of Sherman, Texas

GRAPHIC SCALE



JOHNNY LEE SINOR
CONTRACT 5 & P
VOL. 104, PG. 200
D.R.G.C.T.

FIELD NOTES

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of a 101.4503 acre tract of land described as First One in a Partition Deed from Charles F. Burns and Dorothy B. Burns to Dorothy B. Burns as shown in Volume 1449, Page 531, Deed Records, Grayson County, Texas, and also being a part of the 12.00 acre tract of land out of said 101.4503 acre tract conveyed to Ronnie Haliburton, by deed dated May 3, 1994, recorded in Volume 2333, Page 616, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows: Beginning at a 1/2" square pipe found in the West line of the sold 101.4503 acre tract, said pipe matching the Southwest corner of the sold 12.00 acre tract of land; Thence North 14°39'16" East with the West line of both the sold 101.4503 acre tract and the 12.00 acre tract a distance of 316.23 feet to a 1/2" steel rod set marking the Northwest corner of the sold 12.00 acre tract, also being the Southwest corner of a 10.000 acre tract of land conveyed by Carl B. Metcalf et al to Wesley W. Lemons by deed dated February 5, 1990, recorded in Volume 2086, Page 532, said Deed Records; Thence North 75°30'00" East with the North line of the sold 12.00 acre tract and the South line of the sold 10.000 acre tract a distance of 1899.78 feet to a 1/2" steel rod set for corner at the northeast corner of said 12.00 acre tract, said rod also being in the westerly right-of-way line of F. M. 1417; Thence South 00°19'13" East with said right-of-way line a distance of 326.68 feet to a 1/2" steel rod set for corner at the southeast corner of the sold 12.00 acre tract; Thence South 75°30'00" West with the South line of the sold 12.00 acre tract a distance of 1808.90 feet to the Point-of-Beginning and containing 11.992 acres of land more or less.

FILED FOR RECORD
1666
At 10:30 AM, 12/14/95
Recorded in Vol. 1449, Page 531
Witness: Notary Public, Grayson County, Texas
By: [Signature]

HALIBURTON ADDITION
AN ADDITION TO THE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS
BEING 11.992 ACRES
SITUATED IN THE
ELIZABETH JONES SURVEY
ABSTRACT NO. 625

S. W. Booster Pump Station



Sherman
CLASSIC TOWN. BROAD HORIZON.
FROM 1980S TO NOW.

SW BOOSTER STATION GST

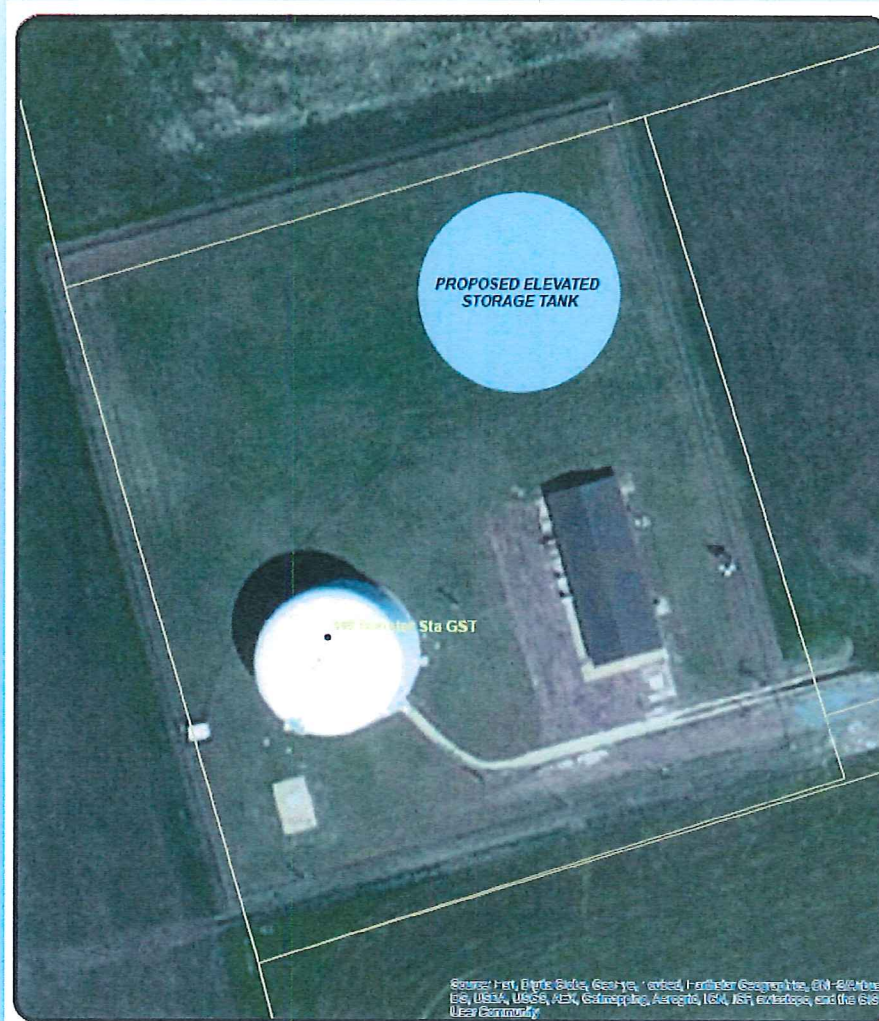
1 inch = 1,000 feet







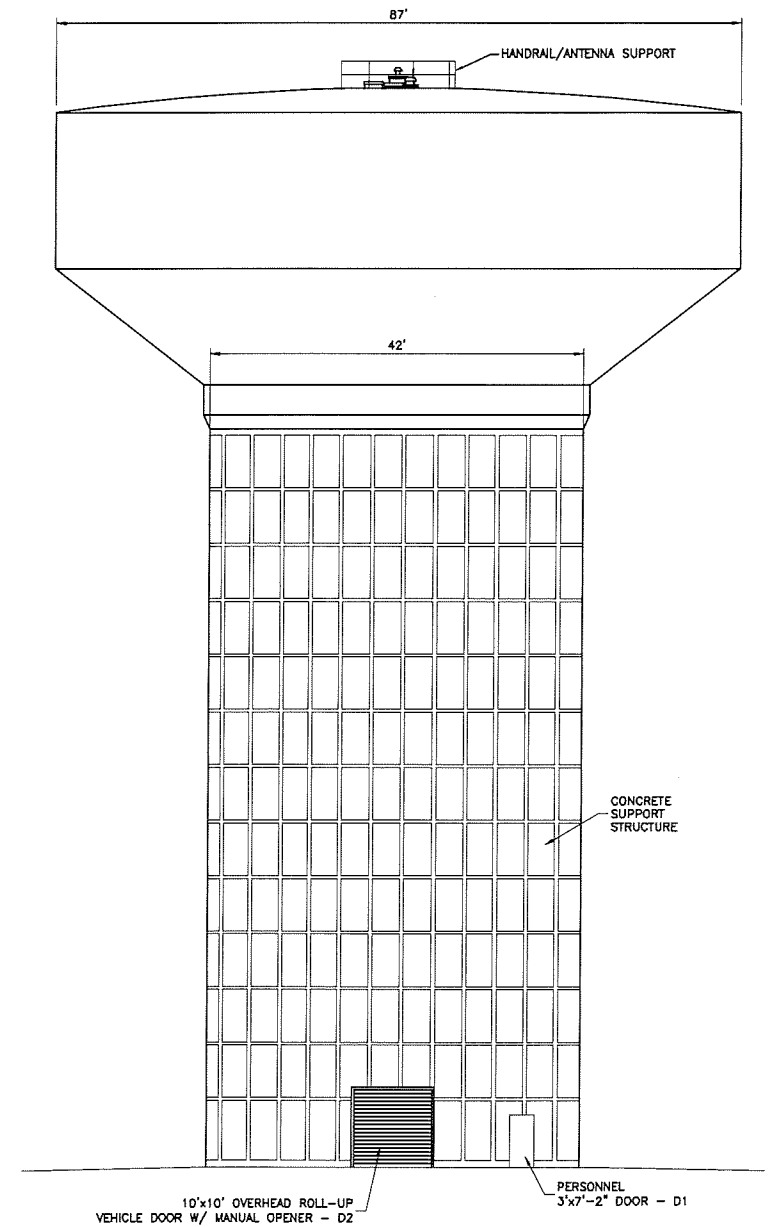
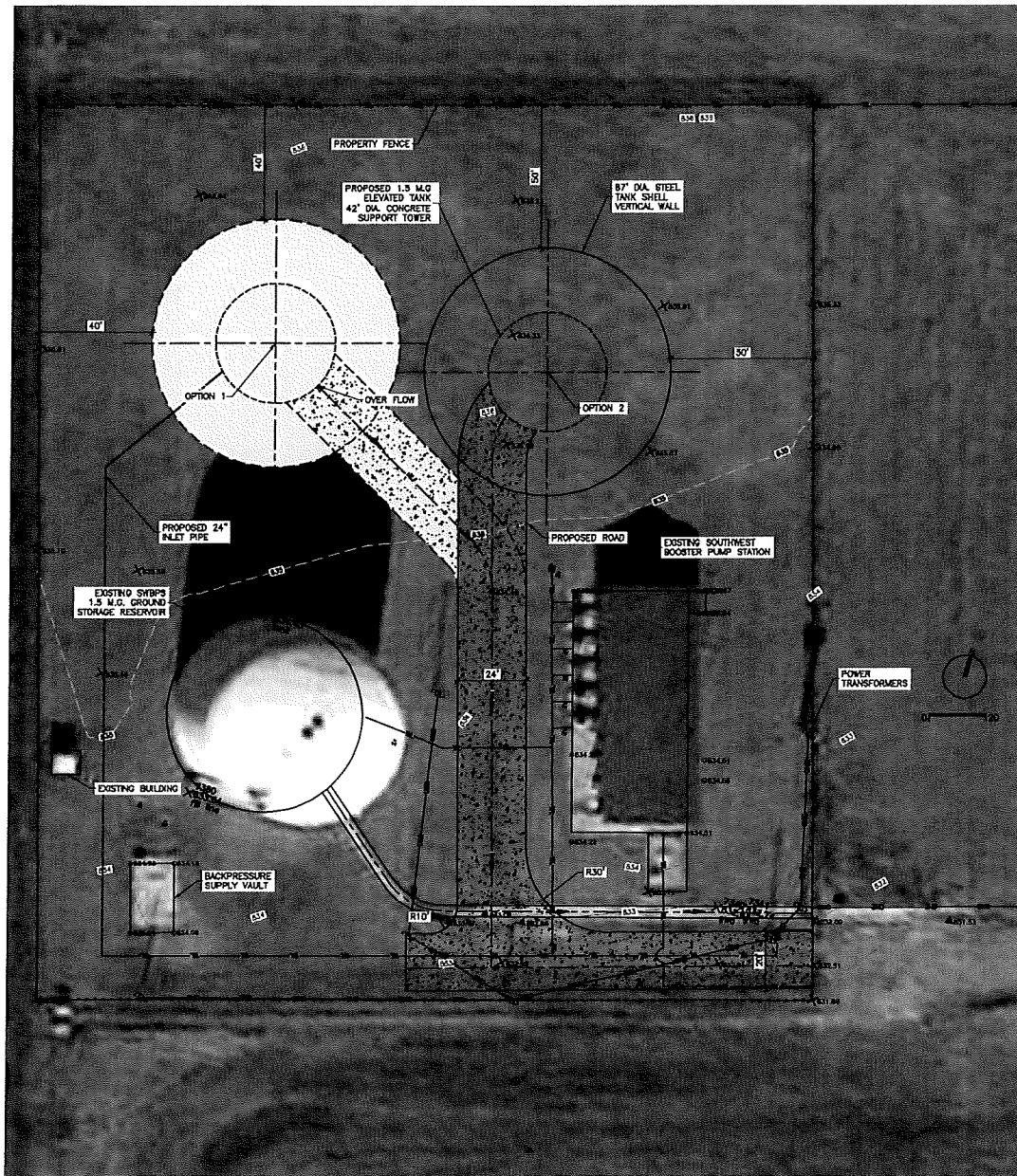
S.W. Booster Pump Station Proposed EST

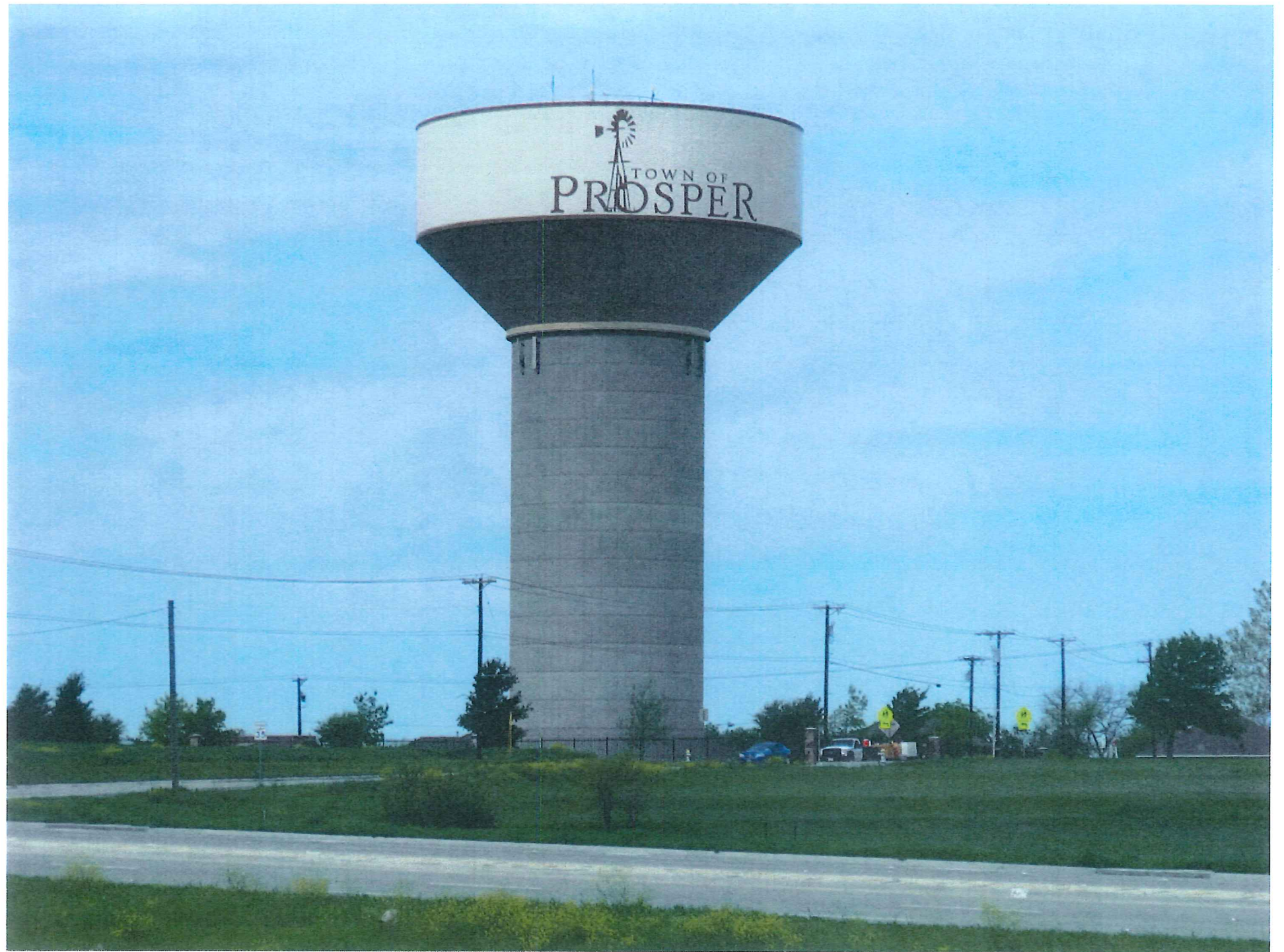


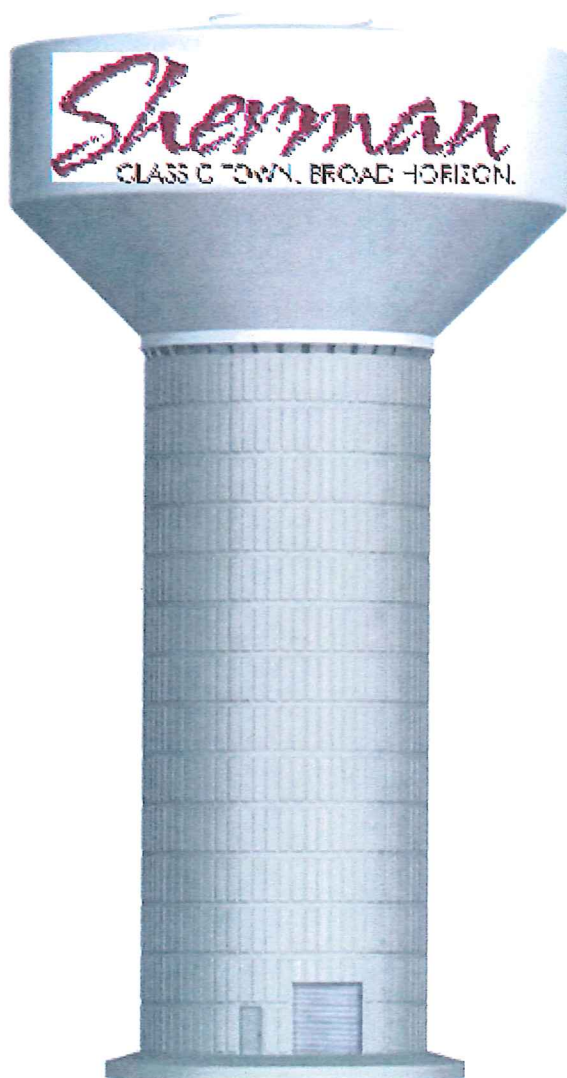
Sherman
CLASSIC TOWN, BROAD HORIZON.
ENGINEERING DEPARTMENT

SW BOOSTER STATION GST
AND PROPOSED EST
1 inch = 50 feet











**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 5.

Meeting Date: 06/16/2015

Prepared by: Patsy Reeves, Developmental Services Admin Secretary

Approved by: Scott Shadden, Director of Development Services

Commissioners: Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Ron Barton, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Requested Action/Proposed Use:

2200 S. FM 1417 (HERITAGE PARKWAY)

The request of The City of Sherman (Owners) concerning the property at 2200 South FM 1417 (Heritage Parkway), being Lot 2, Haliburton Addition, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5) (a) to allow an elevated water storage tank in an R-1 (One Family Residential) District.

Background:

The property is located at 2200 South FM 1417 (Heritage Parkway) between Park Avenue and Steeple Chase Drive. A second elevated water storage tank is needed in the City's high zone surface water distribution area to provide additional storage capacity and to prepare for future growth and development in the north and west areas of Sherman. Bringing this tower on line will also help provide redundancy in the system that will allow for maintenance and repair of the Gallagher tower.

The proposed tank would be a composite tank, which is different from the other tanks in Sherman. It would be a concrete cylinder with a steel tank on top, which is the most economical type to build. The cylinder of the tank is hollow and could be used for storage. The main reason for the tank is to pair it up with the Gallagher tank at the same overflow elevation. That way the tanks can be interchangeable when one needs to be removed from service.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

Origination:

The City of Sherman (Owners)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

3

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Photo

Narrative

Plat

Site Plan/Elevations



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 07/06/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 5884

Issue:

B.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5884

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow an Elevated Water Storage Tank in an R-1 (One Family Residential) District at 2200 South FM 1417 (Heritage Parkway), being Lot 2, Haliburton Addition (City of Sherman, Owners); 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. B. 3.

Meeting Date: 07/06/2015

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:

C.2. * RESOLUTION NO. 5982

Authorizing Execution of an Encroachment Easement to Young Property Investments, LP, for the Placement of a 2" PVC Sewer Service Line Cased in 3" PVC within the 20' Sanitary Sewer Easement to Serve the Property located at 1522 Baker Road in the City of Sherman

H.2. * OTHER BUSINESS

Consider Request of the Crisis Center of Grayson County to Temporarily Close Certain Streets for the "Seeds of Hope Moonlight 5K & Fun Run" on Saturday, September 26, 2015

H.3. * OTHER BUSINESS

Consider Request of Austin College to Temporarily Close Certain Streets for the 2015 "A" Run for Roos on Saturday, November 14, 2015



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 07/06/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 5981

Confirming the Employment of the Sherman Fire Department's Fire Chief

Issue:

To consider confirming the employment of the Sherman Fire Department's Fire Chief

Background:

Sherman's City Charter, at Article IV, Section 2(d), grants to the city manager the power and duty to appoint the fire chief, "subject to the approval of the council." In addition, such Council confirmation is required by Section 143.013 of the Local Government Code.

Mr. Danny Jones has been an officer with the Sherman Fire Department for almost eight years; starting his career as a firefighter in 1990. He has held the ranks of Engineer, Lieutenant, Captain, Battalion Chief, Division Chief and Interim Fire Chief.

Mr. Jones meets all of the requirements in Local Government Code Section 143.013 to be appointed Sherman's Fire Chief; and the City Manager seeks Council ratification of his appointment at the July 6th meeting.

Origination:

City Manager Robby Hefton

Staff Recommendation:

It is recommended that the Council approve Resolution No. 5981 confirming the employment of Mr. Danny Jones as Sherman's new Fire Chief.

Alternatives:

None recommended

Attachments

Resolution No. 5981

RESOLUTION NO. 5981

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING THE EMPLOYMENT OF THE SHERMAN FIRE DEPARTMENT'S FIRE CHIEF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Manager of the City of Sherman has offered employment to Mr. Danny Jones as the Fire Chief of the City of Sherman Fire Department, which Mr. Jones has accepted; and

WHEREAS, Chapter 143 of the Local Government Code and Article IV, Section 2(d) of the Sherman City Charter require such appointment to be confirmed by the City Council;

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

SECTION 1. That Mr. Danny Jones is hereby confirmed as the Fire Chief for the City of Sherman Fire Department.

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 _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 07/06/2015

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

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 5982**

Authorizing Execution of an Encroachment Easement to Young Property Investments, LP, for the Placement of a 2" PVC Sewer Service Line Cased in 3" PVC within the 20' Sanitary Sewer Easement to Serve the Property located at 1522 Baker Road in the City of Sherman

Issue:

To consider granting an encroachment easement into a 20' Sanitary Sewer Easement in Sherman, Texas

Background:

The owner of the property proposes to place a 2" PVC Sewer Service Line cased in 3" PVC inside a 20' Sanitary Sewer Easement at 1522 Baker Road.

Origination:

Young Property Investments, LP, Owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment and recommends approval.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5982

Encroachment Easement

Location Map

RESOLUTION NO. 5982

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO YOUNG PROPERTY INVESTMENTS, LP, FOR THE PLACEMENT OF A 2" PVC SEWER SERVICE LINE CASED IN 3" PVC WITHIN THE 20' SANITARY SEWER EASEMENT TO SERVE THE PROPERTY LOCATED AT 1522 BAKER ROAD 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 an encroachment easement to Young Property Investments, LP, in substantially the same form as presented at this meeting, for the placement of a 2" PVC sewer service line cased in 3" PVC to serve the property at 1522 Baker Road in the 20' Sanitary Sewer Easement as shown on the sketch marked Exhibit "A", 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 _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

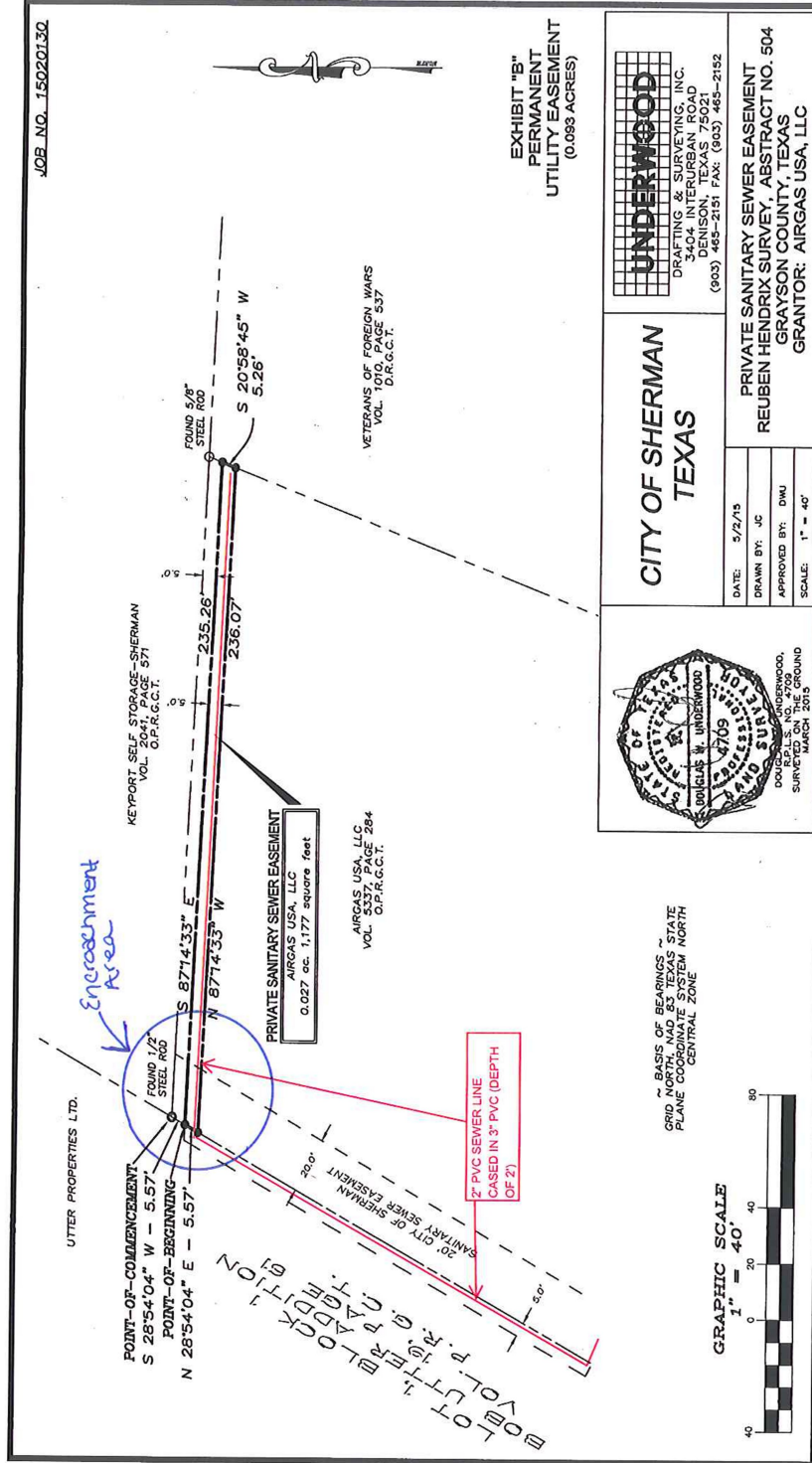
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON SHELBY,
CITY ATTORNEY**

Exhibit "A"



ENCROACHMENT EASEMENT

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

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR", in consideration of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **Young Property Investments, LP**, hereinafter called "GRANTEE", an encroachment easement to place a 2" PVC Sewer Line Cased in 3" PVC to serve the property located at 1522 Baker Road within the City of Sherman Sanitary Sewer Easement as shown on the sketch marked Exhibit "A", attached hereto and incorporated herein for all purposes. Said encroachment easement shall be inferior, subordinate, and subject to the GRANTOR'S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, its successors and assigns, for the limited purpose of a 2" PVC Sewer Line Cased in 3" PVC (Depth of 2') within the City of Sherman Sanitary Sewer Easement within the herein described encroachment area, as shown on the attached exhibit. GRANTEE agrees that all maintenance of the service line in the easement shall be the responsibility of GRANTEE without cost, fees or expense to GRANTOR.

The GRANTOR shall not be responsible for any damages to the 2" PVC Sewer Line Cased in 3" PVC resulting from the failure of any utility located within the easement area.

The GRANTEE shall be responsible for all costs or expenses related to damages and repair of any utility located within the easement resulting from any type of failure of the 2" PVC Sewer Line Cased in 3" PVC.

The GRANTEE shall be solely responsible for any and all maintenance activities required to keep the 2" PVC Sewer Line Cased in 3" PVC in a sound and safe condition.

That GRANTEE shall fully and completely indemnify and hold harmless the GRANTOR from any and all damages, actions, suits, demands, liabilities, executions and judgments, whether liquidated or unliquidated, absolute or contingent, direct or indirect, at law or in equity, together with attorneys fees which may occur in any manner by reason of any matter, fact, or thing arising from this conveyance and use of the area.

In the event it becomes necessary for the GRANTOR or any public utility to utilize the encroachment area for the purpose of installing new utilities, removing or repairing any public utilities or right-of-way located therein, GRANTEE hereby releases GRANTOR and any public utility from any and all damages, costs or expenses, and shall include, but specifically not be limited to, the cost of repair, relocation, or removal of the 2" PVC Sewer Line Cased in 3" PVC and loss of use of such area.

TO HAVE AND TO HOLD the above described encroachment easement unto the said GRANTEE, its successors and assigns, until the use of such encroachment is no longer necessary.

EXECUTED this the _____ day of _____, A.D., 2015.

CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON,
CITY MANAGER

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared **Robby Hefton**, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, Texas, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day
of _____, A.D., 2015.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

Young Properties Investments, LP
Todd Young

By: Todd Young

PHYSICAL ADDRESS: 5414 Highway 1417 North, Sherman, TX 75092

MAILING ADDRESS: PO BOX 517, Sherman, TX 75091

PHONE #: 903-892-1508

ACKNOWLEDGEMENT

STATE OF TEXAS *

COUNTY OF Grayson *

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared **Todd Young**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 29th day of

June, A.D., 2015.

NOTARY SIGNATURE:

Sandra L. Simmons

COMMISSION EXPIRES:

09.09.2016

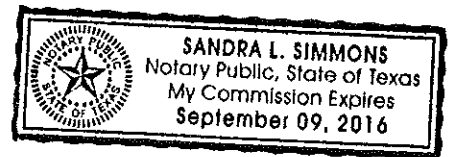
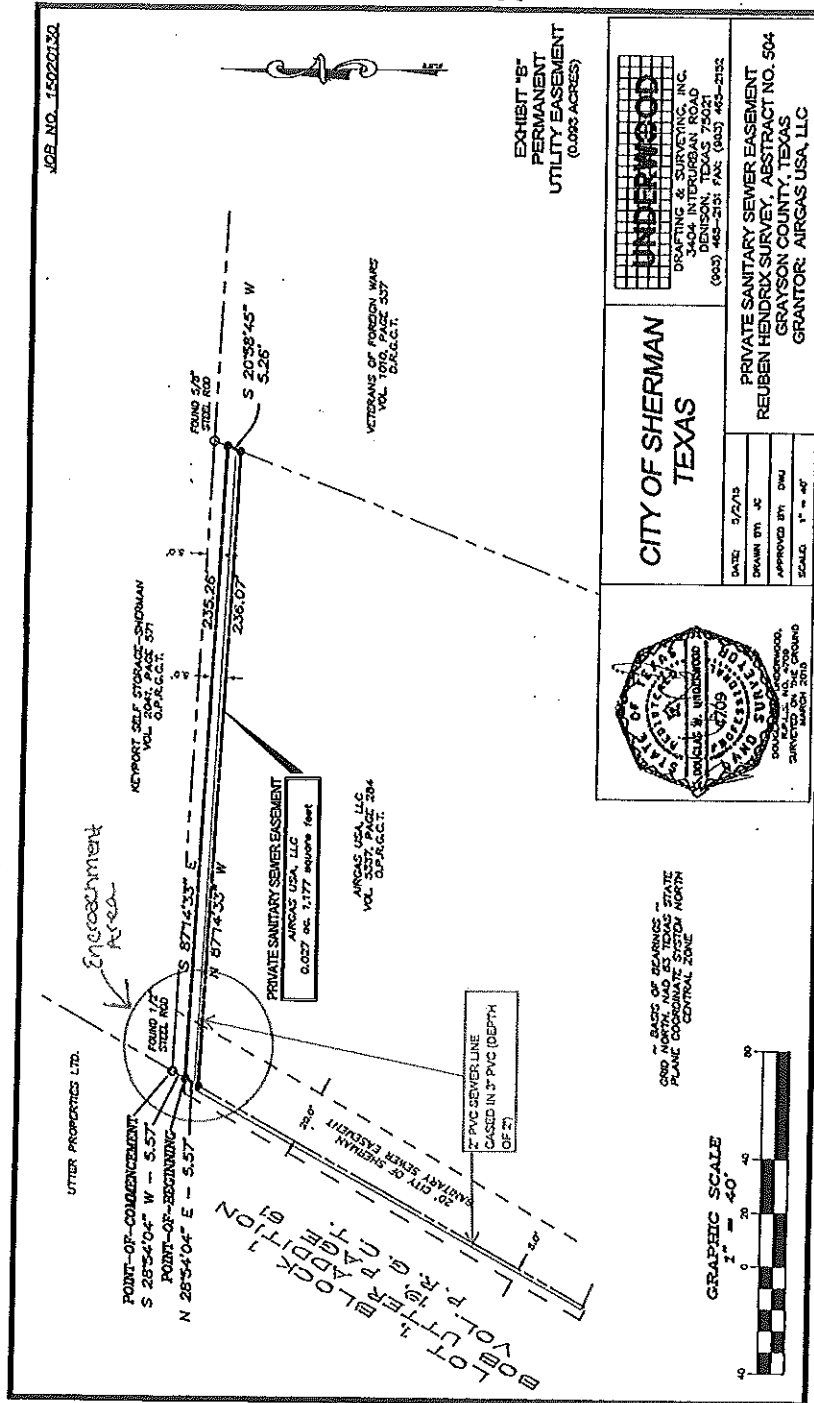
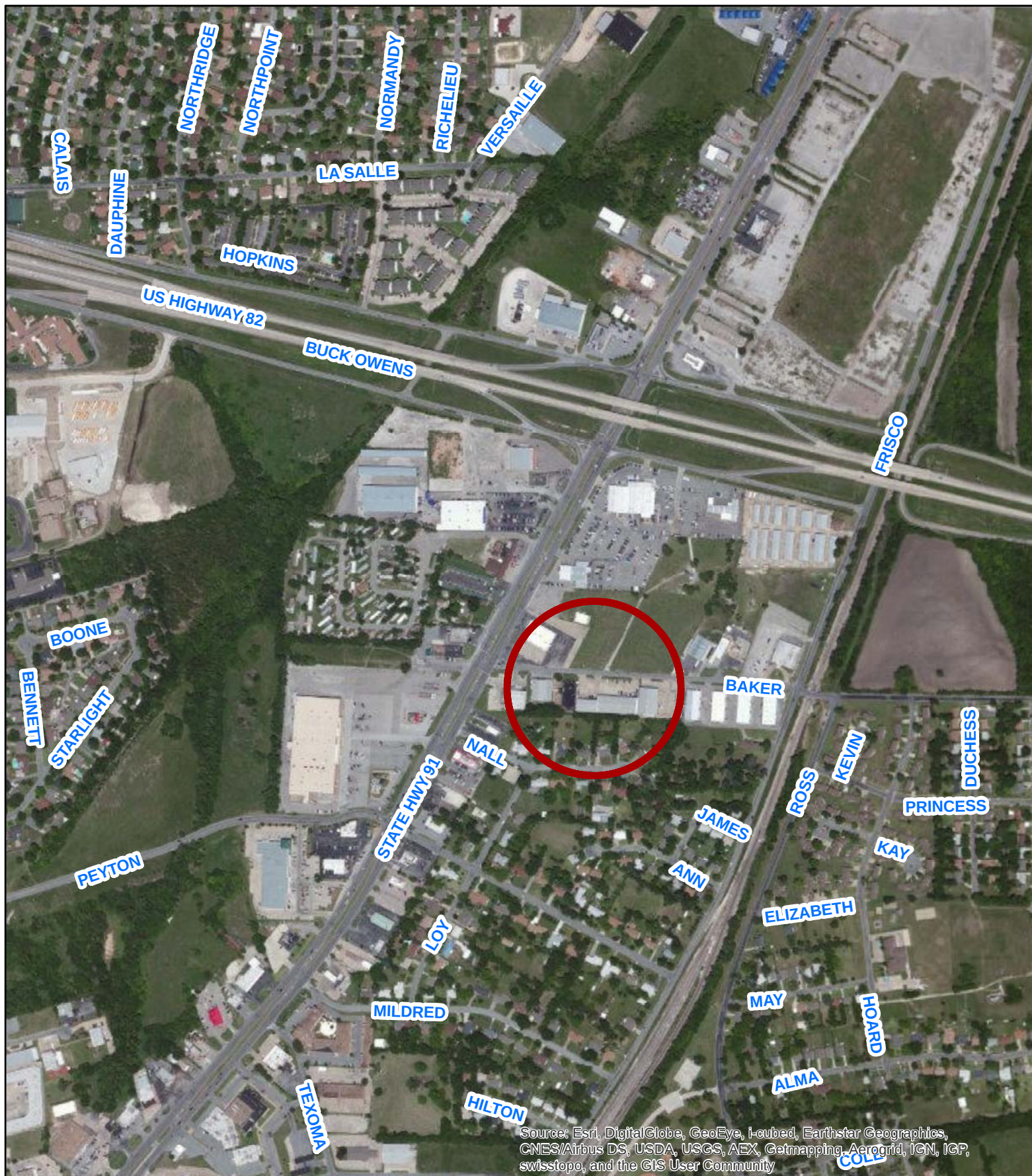


Exhibit "A"







SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 1.

Meeting Date: 07/06/2015

Prepared By: Robby Hefton, City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION OF ORDINANCE NO. 5885

Designating a Certain Area as Industrial Reinvestment Zone, Number 072015-1, City of Sherman, Texas, Providing for the Establishment of Agreements within the Zone, and Other Matters Relating Thereto; Providing Findings of Fact; Providing an Effective Date for the Commencement of the Reinvestment Zone and this Ordinance

Issue:

The creation of a new industrial reinvestment zone in response to a tax abatement requested by Panda Sherman Power II, LLC (Panda).

Background:

On Monday, June 29, 2015, the Tax Reinvestment Committees of the City of Sherman, Grayson County, and Grayson College (the "Committee") met to consider a request from Panda for a tax abatement involving a project to construct an additional 450 megawatt combined cycle electric generation power plant for the sale of wholesale electric power to the ERCOT grid at Panda's current location on Progress Drive in Sherman. The taxable value of Panda's current property is about \$300 million. This project proposes to add an additional \$200 to \$230 million in value to the tax rolls, before any abatement, with most of the investment coming from real property. The project would begin by mid-to-late 2016 and is expected to be completed by year 2019. During the construction period, approximately 500-600 jobs would be created; and, following the construction period, Panda plans to add up to eight (8) additional positions to their current workforce.

The Committee voted to recommend an abatement and the creation of the Zone to the City Council and other taxing entities. The law requires that a reinvestment zone be established prior to a tax abatement being granted for eligible projects. The attached ordinance is the first step in accomplishing the creation of a new commercial/industrial reinvestment zone, which would cover only Panda's property.

Prior to its adoption, a public hearing must be held to allow for interested parties to speak to the issue. If approved, the public hearing would be held at the July 20, 2015 Council meeting. The request for tax abatement will be addressed at the August 3, 2015 Council meeting, in the form of a resolution.

Origination:

Panda Sherman Power II, LLC, Applicant
Tax Reinvestment Committee

Financial Consideration:

There is no direct cost to creating Industrial Reinvestment Zone, Number 072015-1 and providing the medium for granting tax abatement agreements within the designated zone.

Staff Recommendation:

The staff recommends that the City Council introduce the ordinance and set the public hearing for the July 20, 2015 Council meeting.

Alternatives:

The Council could decide not to introduce the ordinance.

Attachments

Ordinance No. 5885

ORDINANCE NO. 5885

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DESIGNATING A CERTAIN AREA AS INDUSTRIAL REINVESTMENT ZONE, NUMBER 072015-1, CITY OF SHERMAN, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, a hearing before the City Council was set for 5:00 p.m. on the 20th day of July, 2015, such date being at least seven (7) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in the City of Sherman; and

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

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

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

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

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

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

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

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

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

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

SECTION 3. That the City hereby creates a Reinvestment Zone over the area described by the description in Exhibit “A”, attached hereto and depicted in a drawing attached hereto as Exhibit “B”, and such Reinvestment Zone shall hereafter be identified as the Industrial Reinvestment Zone, Number 072015-1, City of Sherman, Texas (the “Zone”).

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

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

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

SECTION 7. That the contents of the notice of public hearing, which hearing was held before the City Council on the 20th day of July, 2015, and the publication of said notices, is hereby ratified, approved, and confirmed.

1ST READING this the _____ day of _____, 2015.

2ND READING this the _____ day of _____, 2015.

EFFECTIVE DATE: _____ day of _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

EXHIBIT "A"

**INDUSTRIAL REINVESTMENT ZONE, NUMBER 072015-1,
CITY OF SHERMAN, TEXAS
FIELD NOTES**

TRACT ONE

Situated in the City of Sherman, Grayson County, Texas, being a part of the William Martin Survey, Abstract No. 765, and being a part of the (1) 109.760 acre tract of land and all of the (2) 37.22 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 2633, Page 498 of the Official Public Records, Grayson County, Texas, and all of the (3) 70.68 acre tract of land and the (4) 23.63 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 4019, Page 369 of said Official Public Records, and all of the (5) 40.03 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 4418, Page 896 of said Official Public Records, and being more particularly described as follows:

Beginning at a ½" steel rod found in the south right-of-way line of Progress Drive for the northwest corner of said 40.03 acre tract and the northwest corner of the herein described tract;

Thence North 74°20'51" East with the south right-of-way line of Progress Drive a distance of 1,405.92 feet to a point in the center of a creek for the northeast corner of the herein described tract;

Thence in a Southerly direction with the center of said creek the following calls and distances:

South 29°38'08" East a distance of 52.73 feet;
South 07°41'27" West a distance of 50.97 feet;
South 10°23'40" East a distance of 190.88 feet;
South 43°02'42" East a distance of 117.85 feet;
North 55°32'33" East a distance of 98.58 feet;
South 49°20'09" East a distance of 53.51 feet;
South 18°07'17" West a distance of 38.00 feet;
South 07°06'09" East a distance of 138.45 feet;
South 38°21'11" East a distance of 176.76 feet;
South 19°26'00" East a distance of 72.46 feet;
North 77°12'24" East a distance of 66.97 feet;
North 23°22'22" East a distance of 64.10 feet;
South 54°32'17" East a distance of 121.05 feet;
South 11°39'13" East a distance of 48.16 feet;
South 36°21'36" East a distance of 35.59 feet;
South 73°22'59" East a distance of 114.32 feet;
South 31°03'16" West a distance of 100.19 feet;

South 00°09'28" West a distance of 64.42 feet;
South 47°26'23" East a distance of 85.75 feet;
North 30°10'37" East a distance of 76.04 feet;
South 84°38'12" East a distance of 66.35 feet;
South 01°40'43" West a distance of 79.47 feet;
South 50°16'00" West a distance of 96.85 feet;
North 57°22'55" West a distance of 45.79 feet;
South 63°16'29" West a distance of 43.89 feet;
South 01°41'19" West a distance of 22.44 feet;
South 02°25'44" West a distance of 43.58 feet;
South 37°45'00" East a distance of 29.17 feet;
South 08°21'33" East a distance of 45.56 feet;
South 04°26'27" East a distance of 51.46 feet;
South 00°50'35" West a distance of 62.57 feet;
South 24°29'48" East a distance of 22.65 feet;
South 87°38'34" East a distance of 81.83 feet;
North 86°58'42" East a distance of 76.97 feet;
South 69°06'08" East a distance of 27.15 feet;
South 38°57'22" East a distance of 60.17 feet;
South 42°11'21" East a distance of 37.74 feet;
South 22°49'34" East a distance of 51.56 feet;
South 43°04'06" East a distance of 74.45 feet;
North 75°10'46" East a distance of 26.87 feet;
North 22°44'42" East a distance of 45.25 feet;
North 82°53'37" East a distance of 29.22 feet;
South 34°11'16" East a distance of 63.18 feet;
South 33°21'17" East a distance of 52.56 feet;
North 88°03'00" East a distance of 15.73 feet;
North 38°15'30" East a distance of 35.39 feet;
North 64°33'50" East a distance of 29.29 feet;
South 57°50'11" East a distance of 13.24 feet;
South 34°26'35" East a distance of 70.92 feet;
South 69°42'17" East a distance of 14.77 feet;
North 61°13'38" East a distance of 14.46 feet;
North 47°06'21" East a distance of 34.11 feet;
South 43°45'37" East a distance of 71.54 feet;
South 83°14'43" East a distance of 65.53 feet;
North 37°01'17" East a distance of 43.53 feet;
North 22°28'00" East a distance of 26.12 feet;
South 86°49'32" East a distance of 11.89 feet;
South 39°32'08" East a distance of 24.06 feet;
South 48°02'49" East a distance of 87.83 feet;
North 53°17'04" East a distance of 43.15 feet;
South 80°11'10" East a distance of 38.20 feet;
South 09°43'07" East a distance of 52.00 feet;
South 07°14'11" West a distance of 78.30 feet;

South 08°18'33" West a distance of 65.33 feet;
South 22°29'44" East a distance of 44.41 feet;
South 68°25'46" East a distance of 48.38 feet;
North 87°52'00" East a distance of 52.17 feet;
South 01°27'35" East a distance of 67.50 feet;
South 19°47'23" West a distance of 46.81 feet;
South 36°22'56" West a distance of 61.15 feet;
South 10°41'37" East a distance of 70.35 feet;
South 46°15'08" West a distance of 57.80 feet;
South 64°21'19" West a distance of 27.36 feet;
South 78°50'20" West a distance of 43.28 feet;
South 33°00'37" West a distance of 34.00 feet;
South 02°43'09" East a distance of 32.65 feet;
South 48°26'47" East a distance of 51.14 feet;
South 03°17'43" West a distance of 33.29 feet;
South 69°04'59" West a distance of 41.28 feet;
South 42°36'20" West a distance of 19.21 feet;
South 23°51'00" East a distance of 41.21 feet;
South 23°55'19" East a distance of 55.18 feet;
South 24°06'58" West a distance of 40.71 feet;
South 46°42'41" East a distance of 27.78 feet;
South 64°57'16" East a distance of 57.68 feet;
South 11°37'31" East a distance of 21.44 feet;
South 33°46'22" West a distance of 35.17 feet;
South 10°22'28" West a distance of 28.69 feet;
South 07°22'17" East a distance of 69.82 feet to a point in the north line of the BNSF Railroad right-of-way for the southeast corner of the herein described tract;

Thence South 63°21'20" West with said north right-of-way line, a distance of 952.18 feet to a 1/2" steel rod set for the southeast corner of the 0.857 acre tract of land conveyed to the City of Sherman, Texas by deed of record in Volume 1153, Page 32 of the Deed Records, Grayson County, Texas;

Thence North 15°37'10" West a distance of 240.00 feet to a 1/2" steel rod found for the northeast corner of said 0.857 acre tract and the southeast corner of said 70.68 acre tract;

Thence South 63°21'20" West a distance of 200.00 feet to a 1/2" steel rod found for the northwest corner of said 0.857 acre tract;

Thence South 15°37'10" East a distance of 240.00 feet to a 1/2" steel rod found in said north right-of-way line for the southwest corner of said 0.857 acre tract;

Thence South 63°21'20" West with said north right-of-way line, a distance of 1,172.66 feet to a 1/2" steel rod found for the southwest corner of said 70.68 acre tract, said rod being the southeast corner of the 34.835 acre tract of land (Tract 1) conveyed to Weldon Moore, III by deed of record in Volume 2438, Page 278 of said Official Public Records;

Thence North 16°09'06" West with the east line of said 34.835 acre tract, a distance of 1,404.98 feet to a 1/2" steel rod found at the southeast corner of the 104.321 acre tract of land conveyed to Dennis D. Topletz, Trustee by deed of record in Volume 1712, Page 244 of said Deed Records, said rod being the northeast corner of said 34.835 acre tract;

Thence North 15°03'24" West with the east line of said 104.321 acre tract, a distance of 972.88 feet to a 1/2" steel rod found at the southwest corner of said 40.03 acre tract;

Thence North 15°38'56" West a distance of 1,106.26 feet to the Point-of-Beginning and containing 147.95 acres of land.

TRACT TWO

Situated in the City of Sherman, Grayson County, Texas, being a part of the William Martin Survey, Abstract No. 765, and being all of the (1) 37.22 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 2633, Page 498 of the Official Public Records, Grayson County, Texas, and all of the (2) 23.63 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 4019, Page 369 of said Official Public Records, and being more particularly described as follows:

Beginning at a ½" steel rod found in the south right-of-way line of the BNSF Railroad for the northwest corner of said 23.63 acre tract and the northwest corner of the herein described tract, said rod also being the northeast corner of the 14.270 acre tract of land (Tract 2) conveyed to Weldon L. Moore, III by deed of record in Volume 2438, Page 278 of said Official Public Records;

Thence North 63°21'20" East with said south right-of-way line, a distance of 3,218.78 feet to a 1/2" steel rod set for the northwest corner of the 21.006 acre tract of land conveyed to Texas Instruments Inc., by deed of record in Volume 3317, Page 177, of said Official Public Records, said rod being the northeast corner of said 37.22 acre tract;

Thence South 14°27'38" East with the west line of said 21.006 acre tract, a distance of 1,036.49 feet to a 1/2" steel rod set on the north bank of Choctaw Creek for the southeast corner of said 37.22 acre tract;;

Thence in a Westerly direction with the meanders of said north bank and the south lines of said 37.22 acre tract and 23.63 acre tract;

North 89°08'07" West a distance of 50.63 feet;
South 61°50'06" West a distance of 129.18 feet;
North 65°31'21" West a distance of 213.45 feet;
South 43°38'09" West a distance of 143.38 feet;
North 76°35'12" West a distance of 305.86 feet;

South 82°00'24" West a distance of 199.24 feet;
South 07°28'29" West a distance of 447.48 feet;
South 28°46'19" West a distance of 60.92 feet;
South 78°00'17" West a distance of 242.38 feet;
South 53°19'01" West a distance of 279.39 feet;
North 81°47'10" West a distance of 158.75 feet;
South 70°57'29" West a distance of 16.05 feet;
North 46°51'54" West a distance of 71.47 feet;
North 64°55'47" West a distance of 89.81 feet;
North 74°52'56" West a distance of 94.21 feet;
South 84°55'33" West a distance of 34.55 feet;
South 65°12'48" West a distance of 69.31 feet;
South 84°39'24" West a distance of 132.97 feet;
South 42°55'42" West a distance of 71.85 feet;
South 31°29'48" West a distance of 63.23 feet;
South 42°51'36" West a distance of 154.98 feet;
South 38°33'13" West a distance of 90.82 feet;
South 27°05'10" West a distance of 74.40 feet;
South 57°08'24" West a distance of 143.66 feet;
North 58°57'02" West a distance of 75.25 feet;
North 47°55'51" West a distance of 74.03 feet;
North 58°06'24" West a distance of 46.14 feet;
South 66°03'24" West a distance of 76.50 feet;
North 70°16'10" West a distance of 22.67 feet;
South 43°33'46" West a distance of 17.61 feet;
South 12°20'55" East a distance of 18.54 feet;
South 22°13'20" West a distance of 49.55 feet;
South 35°23'00" West a distance of 93.28 feet;
South 67°23'43" West a distance of 67.60 feet to a ½" steel rod found at the southwest corner of said 23.63 acre tract and the southeast corner of said 14.270 acre tract;

Thence North 16°09'06" West with the east line of said 14.270 acre tract, a distance of 777.82 feet to the Point-of-Beginning and containing 60.85 acres of land.

**INDUSTRIAL REINVESTMENT ZONE, NUMBER 072015-1,
CITY OF SHERMAN, TEXAS
VICINITY MAP**



Page 10 of 10



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 1.

Meeting Date: 07/06/2015

Prepared By: Robby Hefton, City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 5980

Authorizing Execution of an Agreement with Panda Sherman Power II, LLC for Water Services

Issue:

Consideration of a new Water Services Agreement with Panda Sherman Power II, LLC for an additional five hundred (500) megawatt combined cycle electric generation power plant to be located at its current site on Progress Drive.

Background:

The staff and Council have been working with Panda on an agreement for the City to provide effluent water to Panda for use in its industrial cooling process for its proposed second power plant. Per the agreement, up to four million gallons of effluent water per day will be delivered to Panda through the use of a newly constructed effluent water line built to serve all industrial users in the area. The sale of effluent is expected to initially generate nearly \$700,000 annually in water revenue for the City. The term of the agreement is thirty (30) years.

Origination:

Panda Sherman Power II, LLC

Financial Consideration:

The City will be responsible for constructing and maintaining water infrastructure to transport effluent water from its Post Oak Wastewater Treatment Facility to a delivery point in the Blalock Industrial Park for use by the Panda Power II plant and other industrial users in the area. Costs of construction will be offset by rates for effluent provided to those industrial users. The initial rate for effluent water will be \$.93/1,000 gallons, and will be adjusted annually for inflation.

Staff Recommendation:

It is staff's recommendation that the Council approve the Water Services Agreement with Panda Sherman Power II, LLC.

Alternatives:

As the Council directs

Attachments

Resolution No. 5980

Water Services Agreement

Location Map

RESOLUTION NO. 5980

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH PANDA SHERMAN POWER II, LLC FOR WATER SERVICES; 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 Mayor be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Agreement with Panda Sherman Power II, LLC, a Delaware Limited Liability Corporation, for Water Services in the same or substantially same form as 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 _____, 2015.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

WATER SERVICES AGREEMENT

between

THE CITY OF SHERMAN, TEXAS

and

PANDA SHERMAN POWER II, LLC

July 6, 2015

WATER SERVICES AGREEMENT

This Water Services Agreement (this “Agreement”) is entered into as of this 6th day of July, 2015, by and between the CITY OF SHERMAN, TEXAS, a municipal corporation in the County of Grayson, Texas (the “City”), and PANDA SHERMAN POWER II, LLC, a Delaware limited liability company authorized to conduct business in the State of Texas (“Panda”). Each of the City and Panda is referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

Recitals

WHEREAS, Panda is developing for construction and operation a second power plant which will be approximately a five hundred (500) megawatt power plant and related infrastructure as may be expanded and/or upgraded (the “Plant” or “Panda Sherman Power II Project”) to be located exclusively in the city limits of Sherman, Texas as further described on Exhibit A (the “Property”); and

WHEREAS, Panda requires a supply of water for the construction, testing and operation of such Plant as described herein; and

WHEREAS, the City owns and operates the Post Oak Wastewater Treatment Facility (“Post Oak Facility”) located in the southeastern quadrant of the City; and

WHEREAS, the City desires to make available to Panda a supply of water in connection with its operations at the Plant according to the terms and conditions set forth in this Agreement; and

WHEREAS, prior to the Effective Date, Panda is under no obligation to purchase water from the City, and the City is under no obligation to sell water to Panda; and

WHEREAS, the Parties desire to enter into a water services agreement for Project Water, whereby the City will provide to Panda, and Panda will purchase from the City, Project Water on a take or pay basis, according to the terms and conditions in this Agreement; and

WHEREAS, the Sherman City Council, at its July 6, 2015 City Council meeting, approved the delivery of water to the Plant on the terms and subject to the conditions set forth in this Agreement by Resolution No. 5980 on July 6, 2015, in accordance with City Code; and

WHEREAS, the Parties enter into this Agreement with the understanding and intent that City will be under no duty to provide Panda with water once this Agreement terminates as set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, and for other good and valuable

consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

Article I. DEFINITIONS

1.1 Defined Terms. The following capitalized terms used in this Agreement and in any exhibit or attachment that is or is made a part of this Agreement, and not otherwise defined herein, shall have the following meanings:

(a) “Affected Party” has the meaning ascribed to such term in Section 1.1(w) of this Agreement.

(b) “Affiliate” means, in relation to any Person, any Person (i) who directly or indirectly controls, or is controlled by, or is under common control with, such other Person; or (ii) who directly or indirectly beneficially owns or holds fifty percent (50%) or more of any class of voting stock of such other Person; or (iii) who has fifty percent (50%) or more of any class of voting stock that is directly or indirectly beneficially owned or held by such other Person; or (iv) who either holds a general partnership interest in such other Person or such other Person holds a general partnership interest in the Person.

(c) “Agreement” has the meaning ascribed to such term in the Preamble hereto.

(d) “Business Day” means any Day other than Saturdays, Sundays and Days on which banks in the City of Sherman, Texas are required or permitted to be closed for all or part of their customary hours of operation.

(e) “Calendar Year” shall mean January 1 through December 31 of any given year.

(f) “City” has the meaning ascribed to such term in the Preamble hereto.

(g) “City Code” means the Sherman municipal code and all other Requirements of Law of the City, as the same may be amended from time to time.

(h) “City System” means the infrastructure owned and operated by the City pursuant to which it delivers Project Water to the Plant and includes all of the City’s facilities, infrastructure and properties insofar as they are related to the City providing Project Water to the Plant, together with all future extensions, improvements, enlargements, additions to and replacements of such systems.

(i) “Claim” means any claim, action, cause of action, suit or proceeding before any Governmental Authority (as defined below) or arbitral tribunal.

(j) “Commission” or “TCEQ” means the Texas Commission on Environmental Quality, or its successor agencies.

(k) “Commencement Date” has the meaning ascribed to such term in Section 2.1(c) of this Agreement.

(l) “Commercial Operation Date” means the date on which the Panda Sherman Power II Project achieves commercial operation.

(m) “Confidential Information” means certain information relating to Panda, its contractors and Affiliates, that includes aspects of their respective businesses or operations, including designs and/or patented process, if such information is expressly and specifically labeled as Confidential Information.

(n) “Daily Requirement” has the meaning ascribed to such term in Section 2.1(a) of this Agreement.

(o) “Day” means a 24-hour period commencing at 0:00:00 hours each Day and ending at 23:59:59 hours on the same Day, determined by reference to prevailing Central time.

(p) “Discharge Permit” means the Texas Pollutant Discharge Elimination System Permit No. WQ0010329001, issued by the State of Texas to the City for the Post Oak Wastewater Treatment Facility.

(q) “Economic Indicator” means the annual percentage change between (i) the seasonally unadjusted Consumer Price Index (all items), U.S. City Average for Dallas, Texas, as published by the U.S. Department of Labor, Bureau of Labor Statistics (“CPI-U”) for the immediately preceding month of November as compared to (ii) the seasonally unadjusted CPI-U for the month of November one year prior.

An example of the calculation and use of the Economic Indicator is attached hereto as Exhibit C.

(r) “Effective Date” has the meaning ascribed to such term in Section 13.15 of this Agreement.

(s) “Effluent” means treated effluent produced at the Post Oak Facility.

(t) “Encumbrance” means any lien, claim, interest, security interest, charge or other encumbrance.

(u) “Event of Default” has the meaning ascribed to such term in Section 8.1(a) of this Agreement.

(v) “Financing Party” means one or more Person or Persons providing debt and/or equity contributions, commitments or financing in connection with Panda property or Plant, including any Person or Persons providing credit enhancement for Panda or its Affiliates, refinancing or take-out of any financing with respect to the

Property or Plant, and any trustee, agent or authorized representative of such Person or Persons.

(w) “Force Majeure” means and shall be limited to any event or circumstance which is beyond the reasonable control of, without the fault or negligence of, and should not, in the exercise of reasonable caution, have been foreseen and avoided or mitigated by, the Party asserting Force Majeure (the “Affected Party”), and which delays or prevents the Affected Party from timely performing any obligation hereunder, including, without limitation: (i) acts of God, earthquakes, fire, storms, severe droughts, floods, lightning, hurricanes, tornadoes, and severe snow storms; (ii) explosions, wars, civil insurrections, acts of the public enemy, acts of civil or military authority, sabotage, and terrorism; (iii) strikes, lockouts or other labor disputes with respect to which the Affected Party has not been determined by the National Labor Relations Board to have engaged in any unfair labor practices; (iv) any event which would require either Party to act illegally in order to remain in conformance with this Agreement; (v) an event that would prohibit the City from utilizing any City utility infrastructure in the delivery of Project Water to Panda; and (vi) any change in any Requirement of Law or the interpretation thereof by a responsible Governmental Authority which shall in any circumstances under this Subsection; and (vi) require or prevent any change in the development, construction, ownership, operation or financing of the Plant or related real property (including, without limitation, Panda’s inability, despite due diligence, to obtain any Permit of any Governmental Authority required for the development, construction, ownership, operation or financing of the Property or the Plant); provided that “Force Majeure” shall not include (a) economic conditions that render a Party’s performance of this Agreement unprofitable or otherwise uneconomic or (b) inability of a Party to make payment when due under this Agreement, unless the cause of such inability is an event that physically prevents payment and that would otherwise constitute Force Majeure as described above.

(x) “Forced Outage” means a shut down by the City in the operation of that portion of the City System such that no Project Water is delivered to any Interconnection Point(s): (i) which shut down is in the reasonable opinion of the City, and consistent with Prudent Water Industry Practice, necessary or required to protect Persons or property (including such water and wastewater system) from contamination or releases that could reasonably result in harm, injury or material damage; (ii) with respect to which the City has notified Panda in accordance with Subsection 2.3(b); (iii) which is of no more than five (5) Days in duration; and (iv) has an impact on operations at the Plant.

(y) “Governmental Authority” means any federal, state, local or other governmental body; any governmental or quasi-governmental, regulatory or administrative agency commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

(z) “Interconnection Point” means the location where Project Water passes through a Master Meter and enters Panda’s Water Pipelines as more specifically described in Exhibit B hereto.

(aa) “Loss(es)” means any loss, cost, expense, Claim, demand, damage, fine, liability, obligation or penalty (including court costs and reasonable attorney’s fees and expenses).

(ab) “Master Meter” means the necessary metering equipment, including a meter house or pit, and any other required devices of standard type, for properly measuring the quantity of Project Water traveling through the Interconnection Point.

(ac) “Minimum Annual Fee” has the meaning ascribed to such term in Section 6.1(a) of this Agreement.

(ad) “Notice of Supply” means that Panda has issued a written notice to the City that the Plant is ready to receive Effluent.

(ae) “Panda” has the meaning ascribed to such term in the Preamble hereto.

(af) “Permit” means any permit, order, license, declaration, consent, waiver, approval, registration or filing with or other requirement of any Governmental Authority.

(ag) “Person” means an individual, partnership, corporation, limited liability company, company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other legally recognized entity of whatever nature.

(ah) “Planned Outage” means a shut down by the City in the operations the City System such that no Project Water is delivered to the Interconnection Point: (i) which shut down is scheduled by the City in order to carry out foreseeable preventive, corrective and other maintenance activities on such system; (ii) for which the City has notified Panda in accordance with Section 2.3(a); (iii) which lasts for no more than five (5) Days; and (iv) has a negative impact on operations at the Plant.

(ai) “Plant” has the meaning ascribed to such term in the Recitals hereto.

(aj) “Post Oak Facility” has the meaning ascribed to such term in the third “WHEREAS” clause of this Agreement.

(ak) “Project Water” means a supply of Effluent water discharged from the Post Oak Facility under the “Discharge Permit” and delivered by the City to the Plant at the Interconnection Point.

(al) “Project Water Fee” has the meaning ascribed to such term in Section 6.1(a) of this Agreement.

(am) “Property” has the meaning ascribed to such term in the Recitals hereto.

(an) “Prudent Water Industry Practice” means those practices, methods, standards and acts engaged in or approved by a significant portion of the water supply industry in the United States that, during the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable Requirements of Law (as defined below).

(ao) “Requirement of Law” means any statute, ordinance, code, rule or regulation, tariff or policy, and judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any Permit or any other binding determination of any Governmental Authority.

(ap) “Reservation Fee” has the meaning ascribed to such term in Section 6.1(b) of this Agreement.

(aq) “Start-Up and Testing Period” means that period of time prior to the Commercial Operation Date during which Panda makes beneficial use of Effluent primarily to test facilities and components that are part of the Panda Sherman Power II Project.

(ar) “Term” has the meaning ascribed to such term in Section 11.1 of this Agreement.

(as) “Termination Fee” has the meaning ascribed to such term in Section 11.8 of this Agreement.

(at) “Wastewater Discharge Permits” means all applicable wastewater discharge permits issued by the TCEQ and/or the EPA that are applicable to the Post Oak Facility.

(au) “Water Infrastructure” means (i) the planning, siting, development, design, engineering, procurement, construction and testing; (ii) all pipes, pumps, mains, trunk lines, junctions, extensions, and other infrastructure, improvements and facilities, including but not limited to the Master Meter and the Interconnection Point; and (iii) easements and rights-of-way acquisitions required for the City to deliver Project Water to the Interconnection Point.

(av) “Water Pipelines” means (i) the planning, siting, development, design, engineering, procurement, construction and testing; (ii) all pipes, interconnects, pumps, mains, trunk lines, junctions, extensions, and other infrastructure, equipment, improvements and facilities; and (iii) the easements and right-of-way acquisitions

required for Panda to transport the Project Water from the Interconnection Point to the Plant.

1.2 Rules of Construction. In this Agreement:

(a) unless the context otherwise clearly requires, (i) references to the plural include the singular, and references to the singular include the plural, (ii) references to the masculine, feminine or neuter include all such forms, (iii) the words “include,” “includes,” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation,” (iv) the terms “hereof,” “herein,” “hereunder,” “hereto,” and similar terms refer to the entire agreement in which they appear and not to any particular provision of such agreement, (v) “or” is used in the inclusive sense of “and/or,” (vi) unless otherwise specified, the terms “day” and “days” mean and refer to calendar day(s), and (vii) the terms “year” and “years” mean and refer to year(s);

(b) unless otherwise specified, any reference to any document, instrument or agreement (i) includes and incorporates all exhibits, schedules and other attachments thereto, (ii) includes and incorporates all documents, instruments or agreements issued or executed in connection therewith or in replacement thereof, and (iii) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time;

(c) unless otherwise specified, all references to articles, sections, schedules and exhibits are references to the Articles, Sections, Schedules and Exhibits of this Agreement; and

(d) the headings are for reference purposes only and shall not affect in any way the meaning or interpretation of such agreement.

1.3 Recitals. All of the above recitals of this Agreement are incorporated and made a part of this Agreement.

1.4 Captions. All titles of the Sections of this Agreement have been inserted for reference only, and shall in no way affect the interpretation of any provisions of this Agreement.

**Article II.
SUPPLY OF PROJECT WATER**

2.1 Supply.

(a) **Delivery.** Beginning on the Commencement Date and each Day thereafter during the Term, the City agrees to make available and deliver to the Interconnection Point the Project Water in amounts needed by Panda on any given Day to operate the Plant (the “Daily Requirement”), not to exceed Four Million (4,00,000) gallons per day.

Accordingly, for the Term of this Agreement, the City agrees to reserve a supply of Four Million (4,000,000) gallons per day of Project Water for exclusive use by Panda.

(b) **Specifications.** The City shall deliver the Project Water to the Interconnection Point located in the City limits with a peak rate of not less than Two Thousand Five Hundred (2,500) gallons per minute and not more than Two Thousand Eight Hundred (2,800) gallons per minute at the Master Meter. Panda agrees that the City is under no obligation to increase any of its water utility infrastructure or capacity to satisfy any of the provisions of the Agreement, except as otherwise expressly stated herein. The Parties may agree in writing to relocate the Interconnection Point or to add additional Interconnection Points within the City limits, as necessary, and at Panda's sole expense, within the City limits.

(c) **Commencement of Water Services.** Following the completion of the construction of the Water Infrastructure and Water Pipelines in accordance with the requirements of Article III herein, and the City's delivery of the Notice of Supply pursuant to Section 3.3 herein, the City shall commence supplying Project Water to the Interconnection Point on the date set forth in a written notice from Panda to commence water services (the "Commencement Date"). From and following the Commencement Date, the City will use its best efforts to ensure a continuous flow of Project Water to the Interconnection Point.

(e) **Resale of Water.** Except as provided in Section 12.3, Panda shall have no right to transfer, transport, reallocate, or resell any water received under this Agreement without the prior written authorization by the City. If the Agreement is assigned to another party pursuant to Section 12.3, once the Agreement is assigned, any subsequent assignees shall have no right to transfer, transport, reallocate, or resell any water received under this Agreement without the prior written authorization by the City.

(f) **WATER QUALITY AND "AS IS" SALE.** OTHER THAN THE REPRESENTATION, WARRANTIES AND COVENANTS PROVIDED FOR HEREIN, THE PARTIES ACKNOWLEDGE THAT THERE IS NO WARRANTY WITH RESPECT TO THE QUALITY OF THE PROJECT WATER UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, AND THAT PROJECT WATER IS PROVIDED TO PANDA BY THE CITY "AS IS", WITHOUT WARRANTY OF ANY KIND AS TO QUALITY, SUFFICIENCY, ADEQUACY OR USEFULNESS FOR ANY INTENDED PURPOSE; PROVIDED, THAT THE CITY HAS NOT AND SHALL NOT ALTER, TREAT OR OTHERWISE MODIFY THE PROJECT WATER IN ANY WAY AFTER SUCH PROJECT WATER LEAVES THE POST OAK FACILITY AND BEFORE SUCH PROJECT WATER PASSES THROUGH THE INTERCONNECTION POINT.

2.2 Title, Care, Custody and Control; Risk of Loss. As between the Parties, the City shall be deemed to have exclusive title, care, custody and control for all Project Water up to, and shall be responsible for all Losses associated with all Project Water to, the Interconnection Point. The City shall deliver to Panda, at the Interconnection Point, good and marketable title to all Project Water delivered under this Agreement, free and clear of all Encumbrances. Panda shall be deemed to take exclusive title, care, custody and control of all Project Water, and shall be responsible for all Losses associated with all Project Water, from and after the Interconnection Point.

2.3 Maintenance and Outages.

(a) **Planned Outages.** By December 1 of any Calendar Year during the Term, the City shall provide notice to Panda of the number and duration of any Planned Outages to be conducted by the City during the following Calendar Year; provided, however, that the City shall not schedule more than one (1) such Planned Outage in any given Calendar Year. The City shall coordinate the timing of any Planned Outage with Panda and shall cooperate with Panda to minimize the impact of any Planned Outage on the operation and maintenance of the Plant.

(b) **Forced Outages.** When a Forced Outage occurs, curtailing the flow of Project Water to the Interconnection Point, the City shall notify Panda of the existence, nature and expected duration of the Forced Outage as soon as practical. The City shall use its best efforts to ensure that any interruption in Project Water service to the Plant due to a Forced Outage shall continue only for so long as reasonably necessary. The City shall immediately inform Panda of any changes in the nature and expected duration of such Forced Outage for the duration of such Forced Outage.

Article III.

DESIGN AND CONSTRUCTION OF INFRASTRUCTURE FOR DELIVERING PROJECT WATER AND RETURN FLOWS; OWNERSHIP OF WATER INFRASTRUCTURE

3.1 Water Infrastructure.

(a) **Design and Construction.** City shall be responsible for and shall pay all costs of the Water Infrastructure in accordance with this Agreement. City shall design and construct the Water Infrastructure pursuant to Prudent Water Industry Practice and City standards as may be more specifically provided for in the City Code.

(b) **Ownership of Water Infrastructure.** City shall at all times hold and retain ownership of the Water Infrastructure as defined in this Agreement.

(c) **Use of Water Infrastructure.** During the Term, the City shall have the right to use the Water Infrastructure for any purpose at any time at its sole discretion so long as said purpose does not prevent the City from delivering Project Water to the Plant and performing its obligations under this Agreement.

3.2 Additional Infrastructure. Panda shall be responsible for and shall pay all costs associated with the Water Pipelines in accordance with this Agreement. Panda shall design and construct the Water Pipelines pursuant to Prudent Water Industry Practice and City standards as may be more specifically provided for in the City Code.

3.3 Commencement of Design and Construction.

(a) In no event shall the City be required to provide Project Water to Panda until the Notice of Supply has been issued, the design of the Water Infrastructure and Water

Pipelines have been approved, and the Water Infrastructure and Water Pipelines have been constructed in accordance with the requirements of this Agreement.

(b) City agrees that the construction of the Water Infrastructure and Water Pipelines necessary to provide Project Water on the Commencement Date shall be completed within three (3) years of the Effective Date of this Agreement.

(c) The City agrees that it will, at Panda's request and in accordance with its normal practice, process all City or other regulatory agency permits, approvals, or processes reasonably requested by Panda for its performance under this Agreement. Panda agrees to provide the City with a copy of any licenses, permits, or approvals that are not obtained from the City.

Article IV. METERING EQUIPMENT

4.1 Master Meter. The City shall furnish, install, operate and maintain, at Panda's sole expense, a Master Meter at the Interconnection Point. The Master Meter shall remain the property of the City. For the purposes of this Agreement, the volume of water delivered by the City through the Interconnection Point to the Plant shall be determined based upon the data collected at the Master Meter.

4.2 Access to Master Meter. City may have access to the Master Meter only upon approval by the Panda. Such approval shall not be unreasonably withheld or delayed, so long as City provides Panda with a written request forty-eight (48) hours before such access would occur.

4.3 Regular Testing of the Master Meter. The City shall test the Master Meter for accuracy once each twelve (12) month period in accordance with Prudent Water Industry Practice and in accordance with the American Water Works Association Standards for water meters. In the event the percentage of accuracy of the Master Meter is found to be within the tolerance of two percent (2%), such meter shall be deemed to have correctly measured the quantity of water taken under this Agreement. The City shall provide Panda with five (5) Days' notice of its intent to test the Master Meter; and Panda shall have the right to be present when such testing is conducted. If, however, upon any test of the percentage of accuracy tolerance, such tolerance is found to be in excess of two percent (2%), then the Master Meter shall be adjusted at once to register correctly and accurately; and the amount of water accepted by Panda shall be corrected in accordance with the percentage of inaccuracies found by such test for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then the correction shall account for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. Any amounts owed to either Party as a result of the testing provided for in this Section 4.3 and Section 4.4 shall be paid in accordance with Section 6.3(b) hereof.

4.4 Additional Testing of the Master Meter(s). Panda shall have the right to request the City to test the Master Meter more frequently than once per year as contemplated by Section 4.3 herein, but no more frequently than once per month. Upon any such request, the City agrees to perform its testing and calibration of the Master Meter in the presence of a representative of Panda; and the Parties shall jointly observe any adjustments that are made to the Master Meter in case any adjustments shall be necessary. For such additional testing requests, the City shall give Panda notice forty-eight (48) hours in advance of the time when any such testing shall occur. The City may proceed with such testing and adjustment, if necessary, in the absence of any representative of Panda. Panda shall pay the cost of any additional test for the Master Meter if the test shows that the Master Meter is accurate [within two percent (2%) registration]; but the City shall pay the costs of the additional test for such if the results indicate that such Master Meter is not accurate [in excess of two percent (2%) registration].

4.5 Maintenance of the Master Meter(s). Except as provided in Section 4.4 above, all maintenance and/or repairs to the Master Meter at the Interconnection Point shall be made by the City or a contractor on behalf of the City, at Panda's sole expense. All expenses thereof shall be the usual and customary expenses in accordance with Prudent Water Industry Practices. The City shall provide repairs to the Master Meter in a prompt and timely manner and in accordance with Prudent Water Industry Practice and in accordance with the American Water Works Association Standards for water meters. If the City cannot make such repairs in a timely manner, then Panda shall have the option of making such repairs at its own expense, subject to prior approval and post-inspection of the repairs by the City Manager or the City Manager's designee.

Article V.

OPERATION AND MAINTENANCE

OF WATER INFRASTRUCTURE; COMMENCEMENT OF WATER SERVICE

5.1 Ownership and Operation; Required Permits.

(a) City shall maintain and operate the Water Infrastructure during the Term of this Agreement, in accordance with Prudent Water Industry Practices, all applicable Requirements of Law, and all applicable Permits; and Panda shall reimburse the City for the usual and customary expenses in accordance with Prudent Water Industry Practices costs associated therewith as provided for in Section 6.2.

(b) Panda, at all times during the Term of this Agreement, shall operate and maintain the Water Pipelines at its sole cost and in accordance with Prudent Water Industry Practices, all applicable Requirements of Law, and all applicable Permits.

(c) During the Term of this Agreement, the City shall obtain and use its best efforts to maintain in full force and effect all Permits and agreements required as of the Effective Date and during the term of this Agreement, for the City to perform its obligations under this Agreement.

5.2 Relationship of the Parties. Each of the Parties undertake performance of this Agreement as an independent contractor. Nothing in this Agreement shall create a relationship of agency, employment, joint venture or partnership between Panda and the City, or their respective officers, directors, employees, agents, subcontractors and representatives for any purpose whatsoever.

ARTICLE VI. BILLING AND PAYMENT FOR SERVICES

6.1 Water Fees. Beginning on the Commencement Date and continuing throughout the duration of this Agreement, unless otherwise provided for herein, Panda agrees to pay to the City the following fees:

(a) **Project Water Fee and Minimum Annual Fee.** Panda shall pay the City a fee, which shall initially be set at a rate of ninety-three cents (\$0.93) per one thousand (1,000) gallons, for all of the Project Water flowing through the Master Meter at the Interconnection Point (the “Project Water Fee”). In the event that the total amount of Project Water Fees paid by Panda in any given Calendar Year is less than Four Hundred Thirty Thousand Dollars and No Cents (\$430,000.00) [as may be adjusted pursuant to Section 6.1(c) below] (the “Minimum Annual Fee”), at the end of such Calendar Year, Panda shall pay an amount to the City equal to the Minimum Annual Fee less the actual amount of Project Water Fees paid by Panda in accordance with Section 6.2. If the first and/or last year of the Term of this Agreement shall be less than a full Calendar Year, then the applicable Minimum Annual Fee shall be pro-rated accordingly.

(b) **Reservation Fee.** In addition to any amounts paid pursuant to Section 6.1(a) above, Panda agrees to pay the City a fee in the initial amount of Twenty Thousand Eight Hundred Dollars and No Cents (\$20,800.00) per month, in consideration for the City’s reservation of Four Million (4,000,000) gallons of Project Water per day (the “Reservation Fee”). The Reservation Fee shall be adjusted in accordance with Section 6.1(c) below.

(c) **Modification of the Rates.** The Project Water Fee, the Minimum Annual Fee, and the Reservation Fee shall be adjusted annually starting with the first full Calendar Year during the Term of this Agreement by multiplying the applicable fee by one plus the Economic Indicator, which shall be calculated for the applicable Calendar Year as shown on Exhibit C hereto. The City shall make any adjustments for the upcoming Calendar Year and shall send written notice of such adjustments to Panda by December 1st of the then current Calendar Year. At each and every instance that the City’s direct costs associated with providing the Project Water increase, the Parties agree that the City may further adjust the Project Water Fee once each Calendar Year to reflect such actual proportional cost increases. Panda may dispute any adjustments made in the fees charged by the City in accordance with this Section 6.1(c) and request that such adjustments be reviewed by an independent third-party accounting firm selected by the City and approved by Panda. The City and Panda shall share equally in all costs associated with such independent review; provided, that, if such review results in no changes to the adjustments calculated by the City, Panda shall reimburse the City

for all costs relating to such review previously paid by the City and if such review results in changes to the adjustments calculated by the City, the City shall reimburse Panda for all costs relating to such review previously paid by Panda.

The Project Water Fee and the Minimum Annual Fee shall be decreased in an amount equal to any revenue received from the sale of Effluent to other water customers. Such adjustment in these fees shall not exceed One Hundred Thousand Dollars (\$100,000) per year.

(d) **Just and Reasonableness of the Rates.** The Parties recognize that the City is subject to public utility regulations in connection with providing Project Water to the Interconnection Point and, accordingly, the Parties agree that the initial Project Water Fee established in Section 6.1(a), above, is just and reasonable and does not adversely affect the public interest. The Parties further agree that any increases to the Project Water Fee are also just and reasonable and do not adversely affect the public interest, so long as such increases are made in accordance with Section 6.1(c) of this Agreement. Panda agrees not to object, oppose, or contest the Project Water Fee, so long as the Project Water Fee and/or any increases thereto are made in accordance with Section 6.1(c) of this Agreement. Notwithstanding the foregoing, nothing herein shall limit or prohibit Panda from exercising its right to contest and/or dispute any fee as set forth herein.

6.2 Billing and Payment. The City shall invoice Panda on a monthly basis in an amount equal to the Project Water Fee plus the Reservation Fee; and Panda shall pay all amounts within fifteen (15) Days of its receipt of any such invoice. By January 15th of every year during the Term of this Agreement, the City shall invoice Panda for an amount representing the shortfall, if any, between the total Project Water Fee paid for the prior Calendar Year and the applicable Minimum Annual Fee, as set forth in Section 6.1(a), and any applicable operation and maintenance costs for the Water Infrastructure incurred by the City during the prior Calendar Year. In the event Panda does not pay any amounts in full within thirty (30) Days of each and every invoice date, the City may charge interest on the unpaid balance at a rate of one and one-half percent (1.5%) per month as calculated from the date when the invoice payment is due until the date that such payment is received by the City. If Panda at any time disputes the fees charged by the City or the amount of a monthly invoice, Panda agrees to nevertheless timely make the disputed payment or payments. If it is subsequently determined by agreement or court decision that the disputed amount paid by Panda should have been less, or more, the City shall promptly revise the monthly invoice amount in a manner that Panda or the City will recover the amount due and interest, with interest being calculated at the rate of one and one-half percent (1.5%) per month. Notwithstanding the foregoing, in the event Panda has failed to pay an invoice and such non-payment has lasted for at least sixty (60) Days, then the City may immediately stop supplying Project Water pursuant to Section 2.1 until it has received the payment in question and such non-payment shall qualify as an Event of Default by Panda.

6.3 Maintenance and Audit of Records.

(a) During the Term, and for a minimum period of one (1) year from and after the termination or expiration of this Agreement (unless Panda is making payments pursuant to Section 11.8, in which case this Section 6.3 shall stay in full force and effect until twelve (12) months following the last payment made by Panda pursuant to Section 11.8), the City shall keep all books and records necessary for calculation, billing and payment of all fees to be paid by Panda pursuant to this Agreement and shall allow Panda, its Affiliates, lenders, auditors, representatives, agents and advisors reasonable access to those books and records at any time during the period such books and records are required to be maintained, upon request and during normal business hours.

(b) In the event an audit discloses an overpayment by Panda to the City, the City shall reimburse Panda within thirty (30) Days of written notification of such overpayment. If the Parties mutually agree, the overpayment to be reimbursed may be applied to current or future amounts owed by Panda to the City based upon the terms of this Agreement. In the event an audit discloses that an underpayment by Panda was made to the City, Panda shall reimburse the City within thirty (30) Days of written notification of such underpayment.

Article VII. FORCE MAJEURE

7.1 Procedure for Calling Force Majeure

(a) **Notice of Force Majeure.** The Affected Party shall give prompt notice to the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable after becoming aware of such event or circumstance. Each notice served by an Affected Party to the other Party pursuant to this Section 7.1(a) shall specify the event or circumstance of Force Majeure in respect of which the Affected Party is claiming relief. Noncompliance by the Affected Party with the procedure specified in this Section 7.1(a) shall relieve the other Party from accepting the Affected Party's claim of Force Majeure until the Affected Party so complies; and the Affected Party shall not be excused from performance of any obligation under this Agreement until it so complies.

(b) **Obligations During Pendency of Force Majeure.** The Affected Party shall, by reason of any event or circumstance of Force Majeure in respect of which it has claimed relief under this Section 7.1:

- (i) use its best efforts to mitigate the effects of such Force Majeure and to remedy any inability to perform its obligations hereunder due to such event or circumstance as promptly as reasonably practicable;

- (ii) furnish weekly reports to the other Party regarding the progress in overcoming the adverse effects of such event or circumstance of Force Majeure; and
- (iii) resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the event or circumstance of Force Majeure is remedied or such event or circumstance, or the effect thereof on the Affected Party, ceases to exist.
- (iv) If performance is available in part and appropriate under the circumstances of the Force Majeure, then the Party that is claiming the Force Majeure will perform to the performance level not affected by the Force Majeure, with the approval of the other Party. This subparagraph shall not apply if the performance level available under the circumstances of the Force Majeure will interfere with the City's ability to provide necessary water services to the general public.

(c) **Resumption of Performance.** When the Affected Party is able, or would have been able if it had complied with its obligations under this Section 7.1, to resume the performance of any or all of its obligations under this Agreement affected by the occurrence of an event or circumstance of Force Majeure, then the period of Force Majeure relating to such event or circumstance shall be deemed to have ended.

7.2 Effects of Force Majeure

(a) **Relief From Obligation of Performance.** Provided it has complied with its obligations under Section 7.1, the Affected Party shall be relieved from any liability for the non-performance of its obligations under this Agreement where and to the extent that such non-performance is attributable directly to the event or circumstance of Force Majeure asserted.

(b) **Relief From Obligation of Counterperformance.** The non-Affected Party shall not be required to perform or resume performance of its obligations to the Affected Party corresponding to the obligations of the Affected Party excused by reason of Force Majeure.

7.3 Limitations on Force Majeure

(a) **Scope and Duration.** No event or circumstance of Force Majeure shall relieve the Affected Party of any obligation that accrued prior to the commencement of such event or circumstance of Force Majeure; and the suspension of the Affected Party's performance shall be no longer in duration and no greater scope than is required by the event or circumstance of Force Majeure.

(b) **No Extension of Term.** Except as agreed by the Parties, no suspension, delay or failure of performance caused by a Force Majeure event shall extend this Agreement beyond the Term.

Article VIII.
DEFAULT AND REMEDIES; INDEMNITY

8.1 Event of Default.

(a) **By the City.** The following event shall each be an “Event of Default” by the City, immediately upon its occurrence, without requirement of notice or right to cure: any failure to deliver Project Water in the Daily Requirement as set forth in Section 2.1(a) on or after the Commencement Date to the Interconnection Point due to any cause other than a Forced Outage, a Planned Outage, a cessation of Project Water as authorized in Section 6.2 or Section 8.2, or an outage due to Force Majeure, whenever occurring.

(b) **By Either Party.** Except as set forth in Sections 8.1(a), it shall be an “Event of Default” by either Party if such Party shall breach any material covenant, obligation, representation or warranty of such Party under this Agreement, which breach remains uncured for a period of thirty (30) Days after written notice from the non-breaching Party of the existence of such breach; provided, that the non-breaching Party shall extend the cure period for any such breach (and no Event of Default shall occur) if the nature of the default is such that it cannot reasonably be remedied within such thirty (30) Day period, and the breaching Party has diligently commenced corrective action within such thirty (30) Day period and is diligently pursuing such correction thereafter.

8.2 Remedies. Other than as set forth in Section 11.8, if an Event of Default has occurred and is continuing, the non-defaulting Party shall be entitled to the following remedies which shall be cumulative: (i) injunctive relief; (ii) specific performance; (iii) the right to cure the other Party’s default; (iv) termination; (v) any of the remedies afforded in this Agreement; and (vi) any other remedies permitted at law or in equity, including damages. In addition to the aforementioned remedies, in the occurrence of an Event of Default by Panda, the City shall also be entitled to stop supplying Panda with Project Water pursuant to Section 2.1 herein until the Event of Default is cured.

8.3 Indemnification by Panda.

(a) **Indemnification by Panda.** IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE CITY IN THIS AGREEMENT, PANDA SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS COUNCILMEMBERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER “CITY’S INDEMNIFIED PARTY”) FOR, FROM AND AGAINST ANY AND ALL LOSSES LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART) PANDA’S PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT.

(b) **Notice of Indemnified Loss.** The City's Indemnified Party shall promptly notify Panda of any indemnified Losses or Claim for indemnified Losses in respect of which the City's Indemnified Party may be entitled to indemnification under this Section 8.3. Such notice shall be given as soon as reasonably practicable after the City's Indemnified Party becomes aware of the Loss or Claim for Losses.

(c) **Defense of Third Party Claims.** In the event any action or proceeding shall be brought against the City's Indemnified Party by reason of any matter for which the City's Indemnified Party is indemnified hereunder, Panda shall, upon notice from the City's Indemnified Party or its authorized agents or representatives, at Panda's sole cost and expense, resist and defend the same with legal counsel selected by Panda; provided, however, that Panda shall not admit liability in any such matter on behalf of the City's Indemnified Party. Panda's obligation to defend shall apply regardless of whether the City's Indemnified Party is solely or concurrently negligent. Nothing herein shall be deemed to prevent the City's Indemnified Party, at its election and at its own expense, from cooperating with Panda and participating in the defense of any litigation by their own counsel. If Panda fails to retain defense counsel within seven (7) business days after receipt of City's Indemnified Party written notice that the City's Indemnified Party is invoking its right to indemnification under this Agreement, the City's Indemnified Party shall have the right to retain defense counsel on their own behalf; and Panda shall be liable for all usual and customary defense costs incurred by the City's Indemnified Party.

(d) **Limitation on Indemnity.** The amount owing to an indemnified Party will be the amount of the indemnified Party's Losses net of any insurance proceeds received by the indemnified Party following a reasonable effort by the indemnified Party to obtain such insurance proceeds.

8.4 Insurance.

(a) Panda shall, at its sole cost and expense, obtain, maintain and provide, throughout the term of this Contract, insurance in the amounts, types and coverages in accordance with Prudent Water Industry Practices. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- (1) General commercial liability of Two Million Dollars and No Cents (\$2,000,000.00) per occurrence and Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate.
- (2) Automobile liability coverage with a minimum policy limit of One Million Dollars and No Cents (\$1,000,000.00) combined single limit. This coverage shall include all owned, hired and non-owned automobiles.
- (3) Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and Five Hundred Thousand

Dollars and No Cents (\$500,000.00) Coverage B employers' liability is required. Panda must provide the City with a waiver of subrogation for worker's compensation claims.

(b) The insurance coverage required herein must include coverage for work performed by Panda's contractors and subcontractors.

(c) Panda shall provide the City with written proof of insurance at least thirty (30) Days prior to the start of construction of the Water Infrastructure, and such insurance shall list the City as an additional insured, except for the Worker's compensation coverage. Panda shall not be required to furnish separate proof when applying for permits.

Article IX.

REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 City Representations and Warranties. The City hereby represents and warrants to Panda, as of the date hereof, as follows:

(a) The City is a municipal corporation organized under the laws of the State of Texas and has all requisite power and authority to enter into and to perform its obligations hereunder and to carry out the terms hereof and the transactions contemplated hereby.

(b) This Agreement has been duly executed and delivered on behalf of the City by the appropriate officials of the City and constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general equitable principles.

(c) The execution, delivery and performance of this Agreement by the City have been duly authorized under the Charter, the City Code and all other applicable Requirements of Law of the City and will not contravene any provision of or constitute a default under any other agreement or instrument to which the City is a party or by which the City or its property may be bound, and do not conflict with any Requirement of Law currently in force and applicable to the City.

(d) There is no legislation, litigation, action, suit, proceeding or investigation pending or (to the best of the City's knowledge) threatened, against the City, whether related to the operation of any City facility that will supply Project Water under this Agreement, or otherwise, before or by any Governmental Authority which, if adversely determined, individually or in the aggregate, (i) could adversely affect the performance by the City of its obligations hereunder, (ii) could have a material adverse effect on the condition (financial or otherwise), business or operations of the City, or (iii) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

9.2 Panda Representations and Warranties. Panda represents and warrants to City, as of the date of this Agreement, as follows:

(a) Panda is a limited liability company organized and in good standing under the laws of the State of Delaware, is authorized to conduct business in Texas, and has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(b) This Agreement has been duly executed and delivered on behalf of Panda, and constitutes the legal, valid and binding obligation of Panda, enforceable against Panda in accordance with its terms except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and (ii) general equitable principles.

(c) There is no legislation, litigation, action, suit, proceeding or investigation pending or (to the best of Panda's knowledge) threatened, against Panda or related to the operation of the Plant before or by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate, (i) could adversely affect the performance by Panda of its obligations hereunder, (ii) could have a material adverse effect on the condition (financial or otherwise), business or operations of Panda, or (iii) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

(d) No City officer or employee has been or will be compensated in any manner with respect to directly or indirectly bringing the Parties together, agreement negotiations, or the entering into this Agreement. In no event will Panda pay a fee to or in any other manner compensate any City of Sherman Council member, officer, or employee in connection with the acceptance of this Agreement. A breach of this Section 9.2(d) shall result in automatic and immediate termination of this Agreement and shall be an Event of Default.

Article X. CONFIDENTIALITY

10.1 Confidential Information. The City acknowledges that the City and its officers, directors, employees, contractors, agents and representatives may have access to Confidential Information and that such information constitutes the valuable, special and unique property of Panda, its contractors and affiliates, to the extent that such information is expressly and specifically labeled as "Confidential Information."

10.2 Limitations on Use and Disclosure. The City shall maintain the Confidential Information pursuant to the Public Information Act (formerly known as the Open Records Act), Chapter 552 of the Texas Government Code. In the event a request is made for Confidential Information under such Chapter, the City shall promptly inform

Panda of the request and shall seek all protective measures as may be provided by such Chapter in connection with such disclosure.

10.3 Survival. The provisions of this Article X shall survive the dissolution or termination of this Agreement.

Article XI.

TERM, SUSPENSION AND TERMINATION, DISPUTE RESOLUTION

11.1 Term. Unless earlier terminated in accordance with this Agreement, this Agreement shall be effective as of the Effective Date; and the Term of this Agreement shall continue in full force and effect for a period of thirty (30) years from the Commencement Date.

11.2 Termination by Panda for Cause. Panda shall have the right (but not the obligation) to terminate this Agreement upon thirty (30) Days prior written notice to the City upon the occurrence of any Event of Default by the City.

11.3 Termination or Suspension by Panda for Convenience. At any time prior to the Commencement Date, Panda shall have the right, for its sole convenience and without cause, to terminate or suspend, for a period not to exceed three (3) years, in whole or in part, the City's performance of any of its duties or obligations under this Agreement, upon thirty (30) Days prior written notice to the City. If this Agreement is terminated pursuant to this provision or if the suspension of the Agreement exceeds three (3) years, then the City is entitled to all expenses it incurred as a result of this Agreement after the Effective Date of the Agreement.

11.4 Termination by the City for Cause. Except as otherwise provided in this Agreement, the City shall have the right (but not the obligation) to terminate this Agreement (in accordance with the terms of this Agreement) upon any of the following:

- (a) the occurrence of any Event of Default by Panda; or
- (b) if Panda has not taken delivery of Project Water for a period of twelve (12) consecutive months after the Commencement Date; or
- (c) Panda has failed to make or dispute a payment pursuant to Section 6.2 and such non-payment has lasted for more than sixty (60) Days; or
- (d) Panda's construction of the Water Pipelines necessary to transport Project Water on the Commencement Date is not completed within five (5) years of the Effective Date of this Agreement. Alternately, Panda may pay to the City the Minimum Annual Fee plus the Reservation Fee (prorated, on a monthly basis) until completion of the Water Pipelines.

11.5 Automatic Termination. This Agreement shall automatically terminate in the event that:

(a) the City's construction of the Water Infrastructure necessary to provide Project Water on the Commencement Date is not completed within three (3) years of the Effective Date of this Agreement; or

(b) notwithstanding any rights and remedies available to Panda, the City is unable to obtain any necessary Permit, Permit amendment, or other necessary authorization from the TCEQ, such that the City is unable to perform its obligations hereunder and the City is unable to cure such defect for a period of twelve (12) consecutive months; provided it has used its best efforts to remedy such defect and provided, further, that Panda has not terminated this Agreement pursuant to Section 11.2.

11.6 Termination by Either Party for Force Majeure. Either Party shall have the right (but not the obligation) to terminate this Agreement upon seven (7) Days prior written notice to the other Party in the event the suspension of any material obligation of the Affected Party resulting from one or more events of Force Majeure continues (i) prior to the Commencement Date, for a period of more than one (1) month, or (ii) from and after the Commencement Date, for a period of more than three (3) consecutive months or for a period of more than three (3) months in the aggregate during a one (1) year period; provided that the Affected Party shall only be entitled to terminate this Agreement under this Section 11.6 if it has met its obligations under Section 7.1. The Party not claiming Force Majeure may, but shall not be obligated to, extend either such period for such additional period as it deems appropriate if the Affected Party is exercising due diligence in its efforts to cure the Force Majeure event.

11.7 Effect of Termination; Survival. Upon receipt of any notice of termination delivered pursuant to this Article XI, this Agreement shall terminate, effective immediately, and will be of no further force or effect, except with respect to (i) rights and obligations of the Parties arising during or relating to any period prior to termination, and (ii) the covenants and obligations of the Parties set forth in this Agreement intended to survive the expiration or termination of this Agreement, which shall survive the expiration or earlier termination of this Agreement as expressly provided in this Agreement or, if no express survival period is provided for, then until such obligations have been satisfied or, if later, pursuant to any applicable statute of limitations.

11.8 Termination Fee. If, any time following the Commencement Date, this Agreement is terminated by the City pursuant to Section 11.4, Panda shall pay to the City an annual amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00) as may be adjusted below (the "Termination Fee") until Panda has made such payment for a number of years equal to thirty (30) less the actual Term of the Agreement (taking into account full years only). The Termination Fee shall automatically be reduced by an amount equal to the revenue from Effluent sold by the City for industrial uses. It is the Parties' intent that the Termination Fee shall only be adjusted downward, with the adjusted Termination Fee carrying forward each year until the City has contracted to sell an equivalent of approximately Four Million (4,000,000) gallons of effluent water per day for industrial uses. The first Termination Fee shall be paid no later than sixty (60) days following the date of termination and on the

anniversary of the termination date each year thereafter for the applicable time period set forth in this Section 11.8. The Parties acknowledge that, if Panda should default under this Agreement, the amount of damages to the City would be difficult if not impossible to determine; and the amount specified as liquidated damages in this section that Panda would incur is sufficient and shall represent the City's sole and exclusive remedy and shall be paid in lieu of any Minimum Annual Fee that may be owed at the time of termination pursuant to Section 6.1(c).

11.9 Friendly Consultation and Mediation. Except in circumstances where equitable relief is sought by a Party, any dispute, controversy or claim between the Parties arising out of or relating to this Agreement, or the breach, termination or invalidity thereof (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations between the Parties. If such consultations do not result in a resolution of the Dispute within fifteen (15) days, then the Dispute shall be submitted to a senior executive officer of Panda on the one hand and the City Manager on the other hand, with authority to resolve all issues and who shall meet within ten (10) days after the date of a written submission by either Party, describing the Dispute. If such senior executive officer and the City Manager do not resolve the Dispute within five (5) days, then the Parties agree to submit the Dispute to non-binding mediation prior to the initiation of judicial proceedings. If mediation is not conducted within ninety (90) days after the date of written notification of dispute, then either party can initiate judicial proceedings. The Parties agree to provide each other with reasonable access during normal business hours to any and all non-privileged and nonconfidential records, information and data pertaining to any such Dispute, and such other information as the Parties may mutually agree. Notwithstanding each Party's right of reasonable access under this subparagraph, this requirement may be satisfied by supplying copies of such materials to the requesting Party.

ARTICLE XII

PERMITTING AND OTHER REGULATORY REQUIREMENTS

12.1 The City to Maintain Wastewater Discharge Permits. The City shall use its best efforts to cause its Wastewater Discharge Permit to be timely renewed during the Start-Up and Testing Period and throughout the Term of this Agreement. The City shall, use its best efforts to renew and comply with at least the minimum qualitative terms and conditions required by the applicable Wastewater Discharge Permit. The City shall take no action during the Term of this Agreement to cause the Wastewater Discharge Permit to be revoked or not renewed, or to cause the Wastewater Discharge Permit qualitative terms to be altered in such a way that would cause the City to be unable to meet the volume or quality requirements for Effluent set forth in this Agreement.

12.2 The City Party to Maintain Water Rights. The City shall use its best efforts to defend its Certificate of Adjudication from restriction or curtailment.

12.3 Permits for the Water Infrastructure. The City shall be responsible for and shall use its best efforts to obtain any new or amended permits, licenses, approvals, or other authorizations, and for the timely renewal of any existing permits, licenses, approvals, or other authorizations that may be necessary in order to effectuate the

supply of Effluent via the Water Infrastructure to Panda under this Agreement, with the exception of the permits to be obtained by Panda pursuant to Section 12.4 below.

12.4 Permits for the Water Pipelines. Panda shall be responsible for and shall use its best efforts to obtain any new or amended permits, licenses, approvals, or other authorizations, and for the timely renewal of any existing permits, licenses, approvals, or other authorizations related to the Water Pipelines under this Agreement, with the exception of the permits to be obtained by the City pursuant to Section 12.3 above.

12.5 The City to Obtain Permits for Construction of the Water Infrastructure and Panda to Obtain Permits for the Water Pipelines. The City shall be responsible for and shall use its best efforts to obtain any material permits, licenses, approvals, or other authorizations for the initial construction and the operation and maintenance of the Water Infrastructure and Panda shall be responsible for obtaining material permits, licenses, approvals or other authorizations for the initial construction and the operation and maintenance of the Water Pipelines.

12.6 Reuse of Effluent.

(a) The City shall: (1) obtain any and all necessary governmental authorizations to supply to Panda Effluent; and (2) operate and maintain the Water Infrastructure in accordance with applicable governmental regulations, including but not limited to 30 Tex. Admin Code, Chapter 210, administered by the TCEQ. Panda shall design, construct, operate, and maintain the Panda Sherman Power II Project and construct the Water Pipelines to comply with all governmental regulations applicable to the reuse of the Effluent, including but not limited to 30 Tex. Admin Code, Chapter 210, administered by the TCEQ

(b) In the event that TCEQ determines that Panda's use of Effluent is not in material compliance with applicable TCEQ regulations, Panda shall have a reasonable opportunity under this Agreement, to cure such non-compliance. Until material compliance is achieved, such reduced amount of Effluent provided by the City shall constitute the requested volume of Effluent for that Day, and under no circumstances shall the City be deemed to be in breach of its obligations to supply the requested volume pursuant to Section 2.1.

(c) In the event that the City advises Panda that it believes Panda is in violation of applicable TCEQ regulations, the City shall give written notice thereof to Panda together with all material information on which such notice is based. If Panda agrees that it is not in compliance, Panda shall have a reasonable opportunity under this Agreement to cure such non-compliance. Notwithstanding the above, no notice of violation by the City hereunder shall be construed as constituting truth of the matter asserted under this Agreement. Provided that if the City is fined by TCEQ for a violation caused by Panda, Panda agrees to indemnify the City.

12.7 Cooperation. The Parties shall fully cooperate with and assist one another in obtaining all licenses, permits, authorizations, approvals, and consents required in or related to the performance of this Agreement, including authorizations (whether new, amended, or renewed) required to effectuate the supply of Treated Effluent to Panda under this Agreement.

**Article XIII.
MISCELLANEOUS**

13.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the Parties.

13.2 Entire Agreement. This Agreement embodies the entire agreement of the Parties on the subjects contained herein and therein and shall supersede all previous communications, representations, or agreements either verbal or written between the Parties with respect to the same.

13.3 Assignment. Neither Party may assign its rights and duties hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided that Panda may assign this Agreement and all of its rights hereunder to any Affiliate. In addition, this Agreement and all rights hereunder may be assigned for the benefit of any Financing Party including, but not limited to, an assignment to such parties upon a foreclosure.

13.4 Financing Parties. The City acknowledges that Panda or its Affiliates will borrow funds for the development, construction, ownership and operation of the Plant from a Financing Party. Any Financing Party, as a condition to making such loans or other payment, may request as a condition to such financing, and certain due diligence or other, documents from the City. In connection therewith, the City agrees to use its best efforts to promptly furnish, at Panda's expense, to such Financing Party, such written information, certificates, opinions, affidavits, and other like documents as Panda or the Financing Party may reasonably request. However, in no event shall the City Attorney be obligated to provide an opinion letter to Panda or a Financing Party concerning the rights or obligations of either Party under this Agreement. The parties shall negotiate, in good faith, changes to this Agreement reasonably requested by a Financing Party; and any amendment will be in accordance with Section 13.8.

13.5 Notice. Unless otherwise stated herein, any notice or other communication required or permitted under this Agreement shall be in writing, may be delivered (and shall be deemed to be received) as follows: (i) when delivered personally or by a nationally recognized overnight courier service that provides written proof of delivery, upon the date of delivery; (ii) when delivered by United States mail, registered or certified, with return receipt requested and postage prepaid, on the date of receipt, refusal or non-delivery as indicated on the return receipt; and (iii) when delivered by facsimile, upon confirmation of receipt from the recipient's fax portal; provided that, in each such case, such notice is sent to the address or fax number of the recipient set forth below:

If to City:
City Manager
City of Sherman, Texas
220 West Mulberry Street
P. O. Box 1106
Sherman, Texas 75091-1106
Facsimile: (903) 892-7355

If to Panda:

Panda Sherman Power II, LLC
5001 Spring Valley Road, Suite 1150W
Dallas, Texas 75244
Attention: General Counsel
Facsimile: (972) 455-3890

Any Party may change the address at which it is to receive any notice to be sent under this Agreement by providing notice of such change to the other Party in the manner set forth in this Section.

13.6 Cooperative Drafting. This Agreement is the product of a cooperative drafting effort by the Parties and shall not be construed or interpreted against either Party solely on the basis that one Party or its attorney drafted this Agreement or any portion of it.

13.7 Severability. If any provision of this Agreement is held to be in conflict with any applicable Requirement of Law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent.

13.8 Amendment. This Agreement may not be amended, modified, supplemented or revoked except by an instrument in writing signed by the Parties.

13.9 Third Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement is intended or shall be construed to confer upon, or to give to, any legal Person other than the Parties, any right, remedy, or Claim under or by reason of this Agreement; or any covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with any agreements of any Party with any third Party.

13.10 Deadlines. To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.

13.11 No Waiver of Rights.

(a) No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character or shall be effective unless in writing, duly executed by a duly authorized representative of the Party waiving any such default.

(b) Neither the failure by a Party to insist on any occasion upon the strict performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach.

13.12 Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Texas, other than with respect to conflicts of law. Jurisdiction and venue shall be proper and exclusive in the state and federal district courts located in the County of Grayson, State of Texas. If the federal district courts are relocated from Grayson County during the pendency of this Agreement, then venue shall be proper in the federal district court in the Eastern District, Plano Division. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding and waives any objection it may now or hereafter have as to venue or to convenience of forum.

13.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may execute this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement and exchange the counterparts of such documents by means of facsimile transmission, and the Parties agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. Thereafter, the Parties shall promptly exchange original versions of this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement that were executed and exchanged by facsimile transmission.

13.14 Recording. The City shall file a copy of this Agreement with the TCEQ within thirty (30) Days of the Effective Date.

13.15 Effective Date. The Effective Date of this Agreement shall be immediately upon the latter of the date that this Agreement is executed by the City and Panda.

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

PANDA SHERMAN POWER, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

CITY OF SHERMAN, TEXAS,
a body corporate and politic

By: _____
Name: Carolyn Wacker
Title: Mayor
Date: _____

**Exhibit A
to the
Water Services Agreement**

**INDUSTRIAL REINVESTMENT ZONE, NUMBER 072015-1,
CITY OF SHERMAN, TEXAS
FIELD NOTES**

TRACT ONE

Situated in the City of Sherman, Grayson County, Texas, being a part of the William Martin Survey, Abstract No. 765, and being a part of the (1) 109.760 acre tract of land and all of the (2) 37.22 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 2633, Page 498 of the Official Public Records, Grayson County, Texas, and all of the (3) 70.68 acre tract of land and the (4) 23.63 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 4019, Page 369 of said Official Public Records, and all of the (5) 40.03 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 4418, Page 896 of said Official Public Records, and being more particularly described as follows:

Beginning at a ½" steel rod found in the south right-of-way line of Progress Drive for the northwest corner of said 40.03 acre tract and the northwest corner of the herein described tract;

Thence North 74°20'51" East with the south right-of-way line of Progress Drive a distance of 1,405.92 feet to a point in the center of a creek for the northeast corner of the herein described tract;

Thence in a Southerly direction with the center of said creek the following calls and distances:

South 29°38'08" East a distance of 52.73 feet;
South 07°41'27" West a distance of 50.97 feet;
South 10°23'40" East a distance of 190.88 feet;
South 43°02'42" East a distance of 117.85 feet;
North 55°32'33" East a distance of 98.58 feet;
South 49°20'09" East a distance of 53.51 feet;
South 18°07'17" West a distance of 38.00 feet;
South 07°06'09" East a distance of 138.45 feet;
South 38°21'11" East a distance of 176.76 feet;
South 19°26'00" East a distance of 72.46 feet;
North 77°12'24" East a distance of 66.97 feet;
North 23°22'22" East a distance of 64.10 feet;
South 54°32'17" East a distance of 121.05 feet;
South 11°39'13" East a distance of 48.16 feet;

South 36°21'36" East a distance of 35.59 feet;
South 73°22'59" East a distance of 114.32 feet;
South 31°03'16" West a distance of 100.19 feet;
South 00°09'28" West a distance of 64.42 feet;
South 47°26'23" East a distance of 85.75 feet;
North 30°10'37" East a distance of 76.04 feet;
South 84°38'12" East a distance of 66.35 feet;
South 01°40'43" West a distance of 79.47 feet;
South 50°16'00" West a distance of 96.85 feet;
North 57°22'55" West a distance of 45.79 feet;
South 63°16'29" West a distance of 43.89 feet;
South 01°41'19" West a distance of 22.44 feet;
South 02°25'44" West a distance of 43.58 feet;
South 37°45'00" East a distance of 29.17 feet;
South 08°21'33" East a distance of 45.56 feet;
South 04°26'27" East a distance of 51.46 feet;
South 00°50'35" West a distance of 62.57 feet;
South 24°29'48" East a distance of 22.65 feet;
South 87°38'34" East a distance of 81.83 feet;
North 86°58'42" East a distance of 76.97 feet;
South 69°06'08" East a distance of 27.15 feet;
South 38°57'22" East a distance of 60.17 feet;
South 42°11'21" East a distance of 37.74 feet;
South 22°49'34" East a distance of 51.56 feet;
South 43°04'06" East a distance of 74.45 feet;
North 75°10'46" East a distance of 26.87 feet;
North 22°44'42" East a distance of 45.25 feet;
North 82°53'37" East a distance of 29.22 feet;
South 34°11'16" East a distance of 63.18 feet;
South 33°21'17" East a distance of 52.56 feet;
North 88°03'00" East a distance of 15.73 feet;
North 38°15'30" East a distance of 35.39 feet;
North 64°33'50" East a distance of 29.29 feet;
South 57°50'11" East a distance of 13.24 feet;
South 34°26'35" East a distance of 70.92 feet;
South 69°42'17" East a distance of 14.77 feet;
North 61°13'38" East a distance of 14.46 feet;
North 47°06'21" East a distance of 34.11 feet;
South 43°45'37" East a distance of 71.54 feet;
South 83°14'43" East a distance of 65.53 feet;
North 37°01'17" East a distance of 43.53 feet;
North 22°28'00" East a distance of 26.12 feet;
South 86°49'32" East a distance of 11.89 feet;
South 39°32'08" East a distance of 24.06 feet;
South 48°02'49" East a distance of 87.83 feet;
North 53°17'04" East a distance of 43.15 feet;

South 80°11'10" East a distance of 38.20 feet;
South 09°43'07" East a distance of 52.00 feet;
South 07°14'11" West a distance of 78.30 feet;
South 08°18'33" West a distance of 65.33 feet;
South 22°29'44" East a distance of 44.41 feet;
South 68°25'46" East a distance of 48.38 feet;
North 87°52'00" East a distance of 52.17 feet;
South 01°27'35" East a distance of 67.50 feet;
South 19°47'23" West a distance of 46.81 feet;
South 36°22'56" West a distance of 61.15 feet;
South 10°41'37" East a distance of 70.35 feet;
South 46°15'08" West a distance of 57.80 feet;
South 64°21'19" West a distance of 27.36 feet;
South 78°50'20" West a distance of 43.28 feet;
South 33°00'37" West a distance of 34.00 feet;
South 02°43'09" East a distance of 32.65 feet;
South 48°26'47" East a distance of 51.14 feet;
South 03°17'43" West a distance of 33.29 feet;
South 69°04'59" West a distance of 41.28 feet;
South 42°36'20" West a distance of 19.21 feet;
South 23°51'00" East a distance of 41.21 feet;
South 23°55'19" East a distance of 55.18 feet;
South 24°06'58" West a distance of 40.71 feet;
South 46°42'41" East a distance of 27.78 feet;
South 64°57'16" East a distance of 57.68 feet;
South 11°37'31" East a distance of 21.44 feet;
South 33°46'22" West a distance of 35.17 feet;
South 10°22'28" West a distance of 28.69 feet;
South 07°22'17" East a distance of 69.82 feet to a point in the north line of the BNSF Railroad right-of-way for the southeast corner of the herein described tract;

Thence South 63°21'20" West with said north right-of-way line, a distance of 952.18 feet to a 1/2" steel rod set for the southeast corner of the 0.857 acre tract of land conveyed to the City of Sherman, Texas by deed of record in Volume 1153, Page 32 of the Deed Records, Grayson County, Texas;

Thence North 15°37'10" West a distance of 240.00 feet to a 1/2" steel rod found for the northeast corner of said 0.857 acre tract and the southeast corner of said 70.68 acre tract;

Thence South 63°21'20" West a distance of 200.00 feet to a 1/2" steel rod found for the northwest corner of said 0.857 acre tract;

Thence South 15°37'10" East a distance of 240.00 feet to a 1/2" steel rod found in said north right-of-way line for the southwest corner of said 0.857 acre tract;

Thence South 63°21'20" West with said north right-of-way line, a distance of 1,172.66 feet to a ½" steel rod found for the southwest corner of said 70.68 acre tract, said rod being the southeast corner of the 34.835 acre tract of land (Tract 1) conveyed to Weldon Moore, III by deed of record in Volume 2438, Page 278 of said Official Public Records;

Thence North 16°09'06" West with the east line of said 34.835 acre tract, a distance of 1,404.98 feet to a 1/2" steel rod found at the southeast corner of the 104.321 acre tract of land conveyed to Dennis D. Topletz, Trustee by deed of record in Volume 1712, Page 244 of said Deed Records, said rod being the northeast corner of said 34.835 acre tract;

Thence North 15°03'24" West with the east line of said 104.321 acre tract, a distance of 972.88 feet to a 1/2" steel rod found at the southwest corner of said 40.03 acre tract;

Thence North 15°38'56" West a distance of 1,106.26 feet to the Point-of-Beginning and containing 147.95 acres of land.

TRACT TWO

Situated in the City of Sherman, Grayson County, Texas, being a part of the William Martin Survey, Abstract No. 765, and being all of the (1) 37.22 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 2633, Page 498 of the Official Public Records, Grayson County, Texas, and all of the (2) 23.63 acre tract of land conveyed to the Sherman Economic Development Corporation by deed of record in Volume 4019, Page 369 of said Official Public Records, and being more particularly described as follows:

Beginning at a ½" steel rod found in the south right-of-way line of the BNSF Railroad for the northwest corner of said 23.63 acre tract and the northwest corner of the herein described tract, said rod also being the northeast corner of the 14.270 acre tract of land (Tract 2) conveyed to Weldon L. Moore, III by deed of record in Volume 2438, Page 278 of said Official Public Records;

Thence North 63°21'20" East with said south right-of-way line, a distance of 3,218.78 feet to a 1/2" steel rod set for the northwest corner of the 21.006 acre tract of land conveyed to Texas Instruments Inc., by deed of record in Volume 3317, Page 177, of said Official Public Records, said rod being the northeast corner of said 37.22 acre tract;

Thence South 14°27'38" East with the west line of said 21.006 acre tract, a distance of 1,036.49 feet to a 1/2" steel rod set on the north bank of Choctaw Creek for the southeast corner of said 37.22 acre tract;

Thence in a Westerly direction with the meanders of said north bank and the south lines of said 37.22 acre tract and 23.63 acre tract;

North 89°08'07" West a distance of 50.63 feet;
South 61°50'06" West a distance of 129.18 feet;
North 65°31'21" West a distance of 213.45 feet;
South 43°38'09" West a distance of 143.38 feet;
North 76°35'12" West a distance of 305.86 feet;
South 82°00'24" West a distance of 199.24 feet;
South 07°28'29" West a distance of 447.48 feet;
South 28°46'19" West a distance of 60.92 feet;
South 78°00'17" West a distance of 242.38 feet;
South 53°19'01" West a distance of 279.39 feet;
North 81°47'10" West a distance of 158.75 feet;
South 70°57'29" West a distance of 16.05 feet;
North 46°51'54" West a distance of 71.47 feet;
North 64°55'47" West a distance of 89.81 feet;
North 74°52'56" West a distance of 94.21 feet;
South 84°55'33" West a distance of 34.55 feet;
South 65°12'48" West a distance of 69.31 feet;
South 84°39'24" West a distance of 132.97 feet;
South 42°55'42" West a distance of 71.85 feet;
South 31°29'48" West a distance of 63.23 feet;
South 42°51'36" West a distance of 154.98 feet;
South 38°33'13" West a distance of 90.82 feet;
South 27°05'10" West a distance of 74.40 feet;
South 57°08'24" West a distance of 143.66 feet;
North 58°57'02" West a distance of 75.25 feet;
North 47°55'51" West a distance of 74.03 feet;
North 58°06'24" West a distance of 46.14 feet;
South 66°03'24" West a distance of 76.50 feet;
North 70°16'10" West a distance of 22.67 feet;
South 43°33'46" West a distance of 17.61 feet;
South 12°20'55" East a distance of 18.54 feet;
South 22°13'20" West a distance of 49.55 feet;
South 35°23'00" West a distance of 93.28 feet;
South 67°23'43" West a distance of 67.60 feet to a ½" steel rod found at the southwest corner of said 23.63 acre tract and the southeast corner of said 14.270 acre tract;

Thence North 16°09'06" West with the east line of said 14.270 acre tract, a distance of 777.82 feet to the Point-of-Beginning and containing 60.85 acres of land.

**Exhibit B
to the
Water Services Agreement**

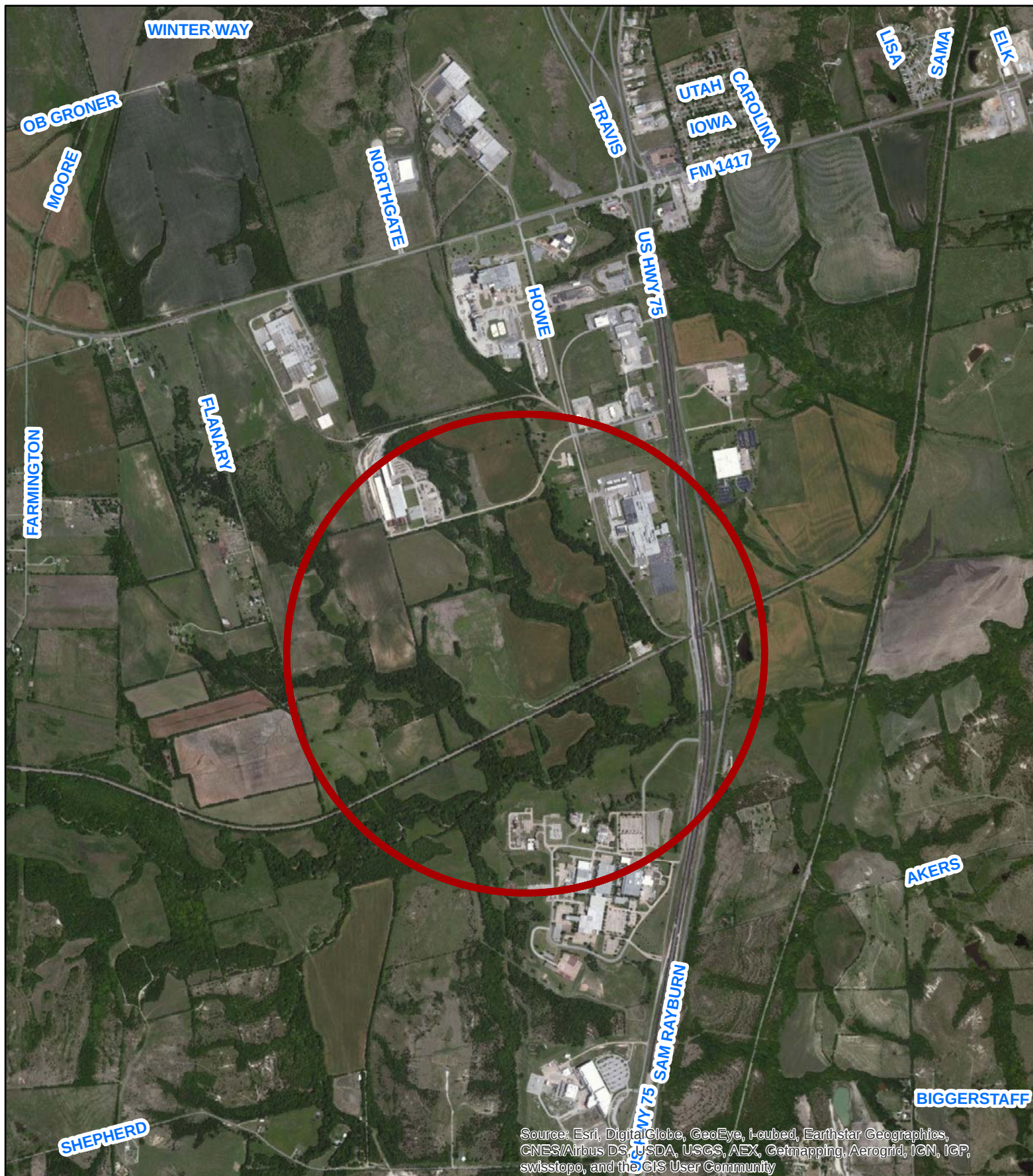
**Exhibit C
to the
Water Services Agreement**

Project Year	Calculation	Water (per 1,000 gal)
Year 1	Panda Contract Base Amount	\$ 0.93
Year 2	$\$0.93 + (2\% \times \$0.93)$	\$ 0.9486
Year 3	$\$0.9486 + (3\% \times \$0.9486)$	\$ 0.9771

Project Year	Calculation	Reservation Fee (per month)
Year 1	Panda Contract Base Amount	\$ 20,800.00
Year 2	$\$20,800 + (2\% \times \$20,800)$	\$ 21,216.00
Year 3	$\$21,216 + (3\% \times \$21,216)$	\$ 21,852.48

Project Year	Calculation	Minimum Annual Fee
Year 1	Panda Contract Base Amount	\$ 430,000.00
Year 2	$\$430,000 + (2\% \times \$430,000)$	\$ 438,600.00
Year 3	$\$438,600 + (3\% \times \$438,600)$	\$ 451,758.00

Note: These are hypothetical examples using 2% and 3% for the CPI escalation.



Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. H. 1.

Meeting Date: 07/06/2015

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Exception and Site Plan Approval for Sherman Crossroads, LTD, Owners; and Jeff Carroll, Carroll Architects, Architect; under Ordinance No. 2252, Article IV, Section 410(2)(j) to allow a Medical Hospital in the Blalock Industrial Park/Blalock Commercial Overlay District in the 2800-3600 Blocks of South U.S. Highway 75

Issue:

Exception and conceptual site plan approval to allow a medical hospital in the Blalock Industrial Park/Blalock Commercial Overlay District located in the 2800-3600 blocks of South U.S. Highway 75

Background:

The property is located in the 2800-3600 blocks of South U.S. Highway 75; the Northwest corner of U.S. Highway 75 and West F.M. 1417 (Heritage Parkway). The property is located in the Blalock Commercial Overlay District, which was created February 15, 2010 by Ordinance No. 5638 to create a regional image for retail/commercial developments within and around the Blalock Commercial Overlay District. The District consists of highway frontage in the Blalock Industrial Park at F.M. 1417 (Heritage Parkway) and nearby tracts that form the south gateway to the city.

The owners are requesting an exception to allow a medical hospital at the north end of the tract. The site plan is conceptual and will require a more detailed site plan approval before construction. The medical facility could have overnight doctor care, operational services, emergency services and out-patient care. It could also include 24-hour services and/or overnight acute care facilities. They have allowed room on the lot for various hospital facilities and medical offices.

Origination:

Sherman Crossroads LTD (Owners)

Jeff Carroll, Carroll Architects (Architect)

Financial Consideration:

None

Staff Recommendation:

At the regular meeting on May 19, 2015, the Planning and Zoning Board voted 7/1 to approve the exception and conceptual site plan to allow a medical hospital in the Blalock Industrial Park/Blalock Commercial Overlay District subject to the Staff Review Letter and to forward the request to the City Council.

Alternatives:

The City Council could deny the request.

Attachments

Location Map

Zoning Map

Zoning Photo

Narrative

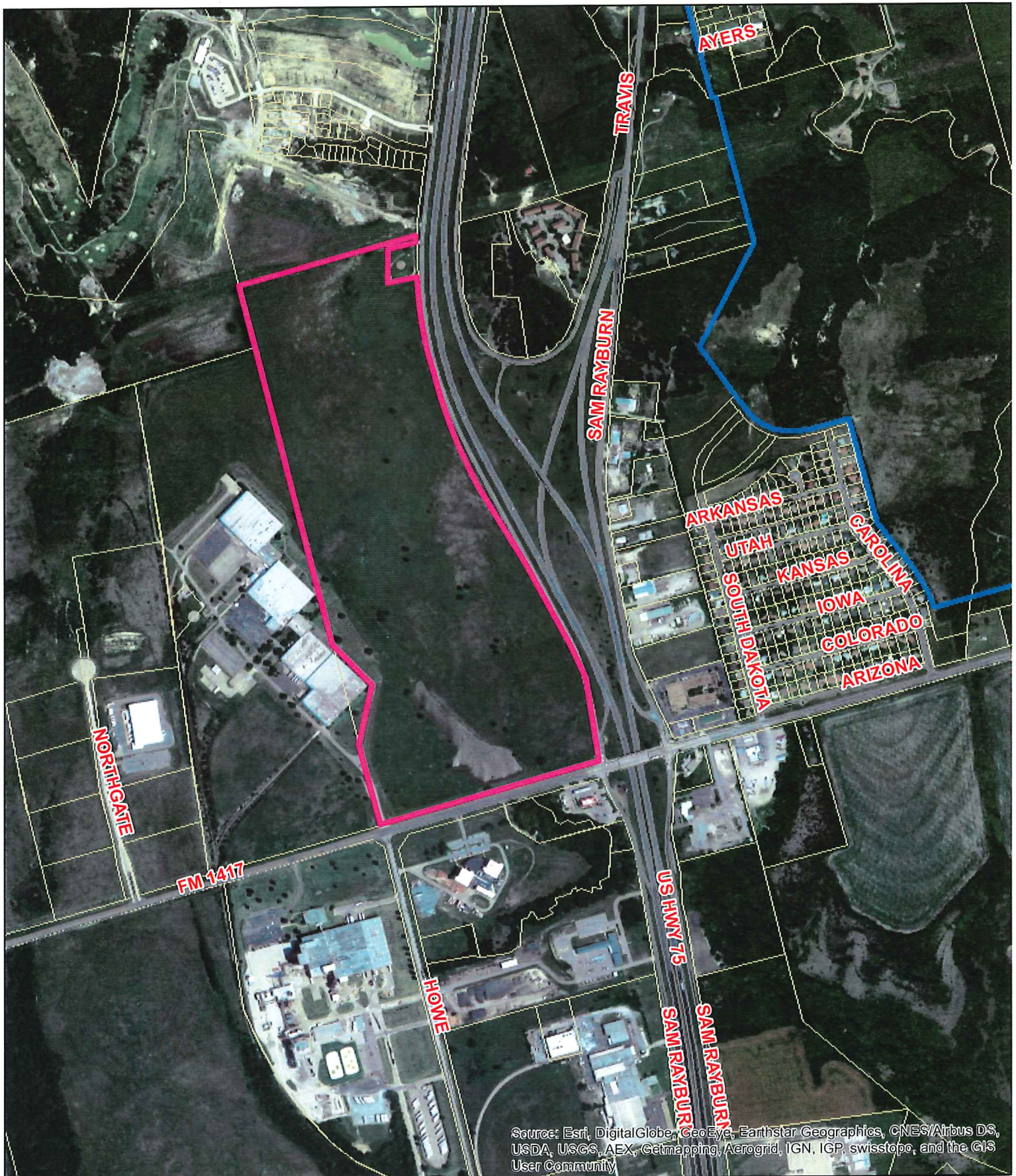
Site Plan

Elevations

Staff Review Letter

P&Z Communication

Letter from SSCGC Holdings LLC



Sherman
CLASSIC TOWN. BROAD HORIZON.

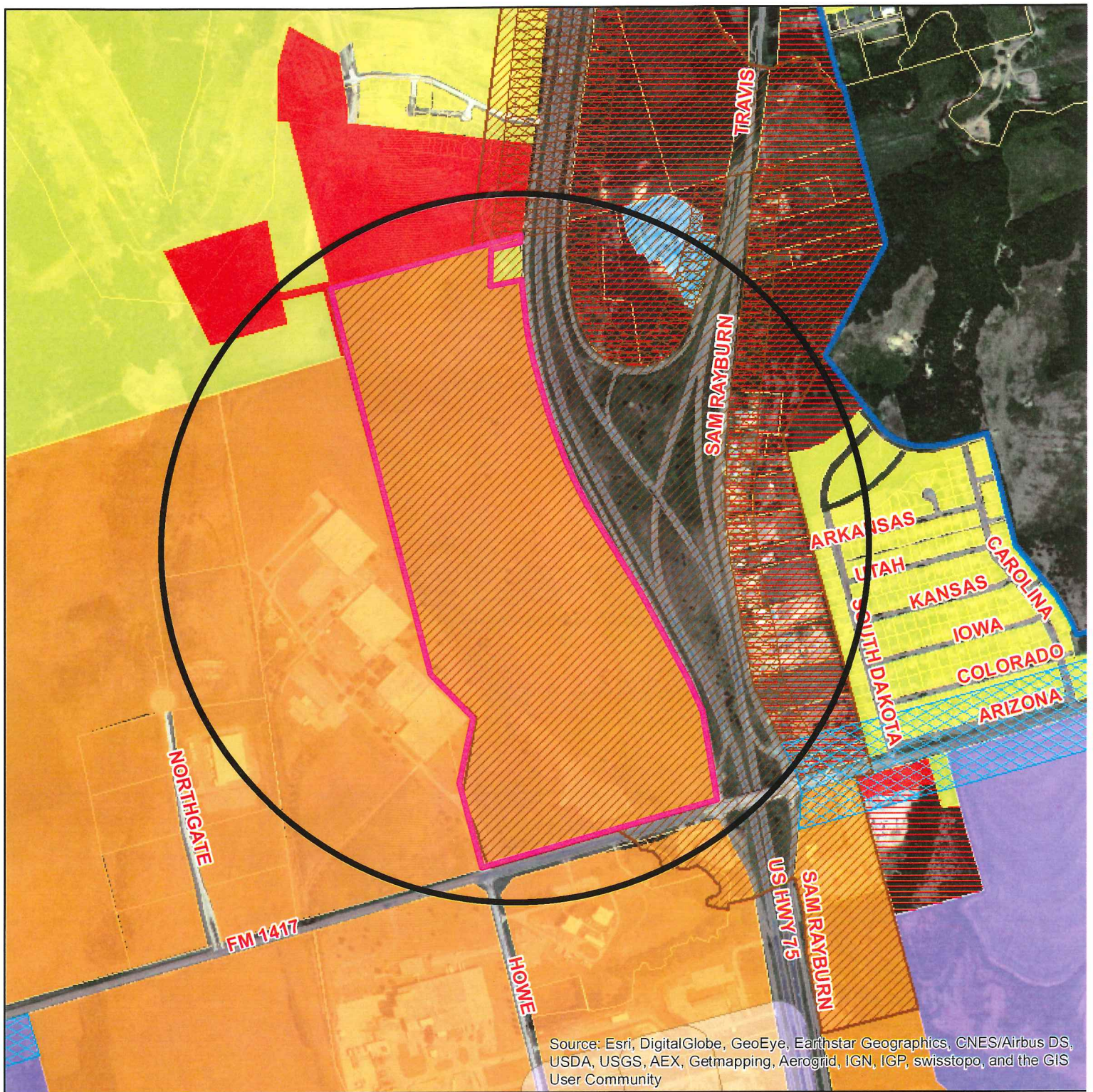
City of Sherman, Texas
Developmental Services Department

2800-3600 Blocks S. US Highway 75



NOT TO SCALE

1 in = 935 ft



Zoning - 2800-3600 Blocks S. US 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 PARCELS

Zoning Classification

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

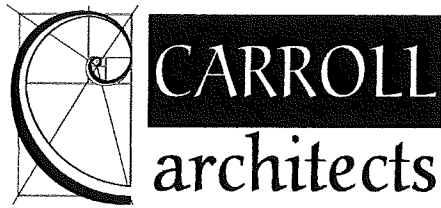


NOT TO SCALE

1 in = 935 ft

2800-3600 Blocks S. Hwy. 75





750 Interstate 30
Suite 110
Rockwall, TX 75087
t: 972-732-6085
f: 972-732-8058

S.U.P. to amend the allowed uses;
for BLALOCK COMMERCIAL OVERLAY DISTRICT
NWC HWY 75 & FM 1417

April 28, 2015

To: P&Z Commission

Everyone,

We are submitting a proposal to AMEND the USES to the "Blalock Commercial Overlay District."

EXHIBIT A GENERAL ZONING ORDINANCE
Section 6.8.4 Blalock Commercial Overlay District

(5) Permitted Uses.

- 1) We are seeking that "MEDICAL HOSPITAL" be added as a permitted use to the 44+ acres at the north end of the site as we have indicated on the boundary survey and concept site plan.

There will be no changes to zoning items (6 – 9)

We will meet the existing zoning requirements for (10) Landscaping: (A, B, C)

We will meet or exceed the existing zoning conditions set forth by the "ARCHITECTURAL DESIGN GUIDELINES" for items: (11) Mandatory Site and Structure – (A, - J), and item (12) Design Elements – existing point system.

The Hospital facility would have a Building Setback of 360'-0"

This Hospital facility would have overnight doctor care, operational services, emergency services, and out-patient treatments. At this time it is unknown what level this facility would be rated.

The Hospital would have 24 hour services and around +/- 75 / 100 beds. It would have the capability to expand services from Grayson Co. to Oklahoma, and various counties around the area.

We have allowed room for a major hospital and smaller specific doctor hospitals on this concept plan.

We understand we would need to bring a "final site plan" before the commission to verify we meet all the conditions of the Zoning.

Please call or email if you have any questions

Respectfully,

A handwritten signature in blue ink, appearing to read "Jeff Carroll". The signature is fluid and cursive, with the first name "Jeff" and last name "Carroll" clearly distinguishable.

Jeff Carroll
Carroll Architects, Inc.

jc@carrollarch.com

C. 214.632.1762

BOUNDARY DESCRIPTION

Commencing at a 1/2-inch iron rod found at the intersection of the Westerly line of U.S. Highway No. 75, a variable width right-of-way, with North line of Farm to Market Highway No. 1417, a variable width right-of-way, said point being the Southeast corner of said Sherman Grassroads Tract:

Thence Westerly, along said northline, the following 6 courses and distances:

- 1) Thence South 75 deg. 47 min. 00 sec. West, a distance of 239.64 feet to a 1/2-inch iron rod found for corner;
- 2) Thence South 78 deg. 58 min. 40 sec. West, a distance of 215.43 feet to a 1/2-inch iron rod found for corner;
- 3) Thence South 74 deg. 59 min. 00 sec. West, a distance of 200.00 feet to a 1/2-inch iron rod found for corner;
- 4) Thence South 70 deg. 41 min. 39 sec. West, a distance of 200.56 feet to a 1/2-inch iron rod found for corner;
- 5) Thence South 74 deg. 59 min. 00 sec. West, a distance of 500 feet to a 1/2-inch iron rod found for corner;
- 6) Thence South 73 deg. 53 min. 51 sec. West, a distance of 207.76 feet to a 1/2-inch iron rod found at the Southeast corner of a tract of land described in Deed to Actichem LP, recorded in Volume 3880, Page 138, Deed Records, Grayson County, Texas;

Thence Northerly, along the East line of said Actichem tract, the following four (4) courses and distances:

- 1) Thence North 17 deg. 57 min. 51 sec. West, a distance of 541.73 feet to a 1/2-inch iron rod found for corner;
- 2) Thence North 11 deg. 37 min. 37 sec. East, a distance of 525.61 feet to a 1/2-inch iron rod found for corner;
- 3) Thence North 44 deg. 54 min. 51 sec. West, a distance of 493.45 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;
- 4) Thence North 13 deg. 28 min. 58 sec. West, a distance of 963.64 feet to the Point of Beginning of a 44.83 acre tract and continuing 1227.03 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set at the most Southerly Southeast corner of a tract of land described in Deed 2550GC Holdings, recorded in Volume 5232, Page 220, Deed Records, Grayson County, Texas;

Thence Northerly, along said SSCGC Holdings Tract the following two (2) courses and distances:

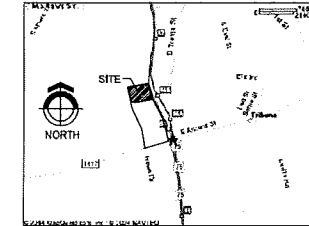
- 1) Thence North 14 deg. 26 min. 58 sec. West, a distance of 468.90 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set at an interior "all" corner;
- 2) Thence North 75 deg. 38 min. 18 sec. East, a distance of 1140.10 feet to a 1/2-inch iron rod found at the Northwest corner of a tract of land described in Deed to the City of Sherman, recorded in Volume 866, Page 150, Deed Records, Grayson County, Texas;

Thence South 04 deg. 40 min. 09 sec. West, along the West line of said City of Sherman tract a distance of 302.24 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set in the Southwest corner of said City of Sherman tract;

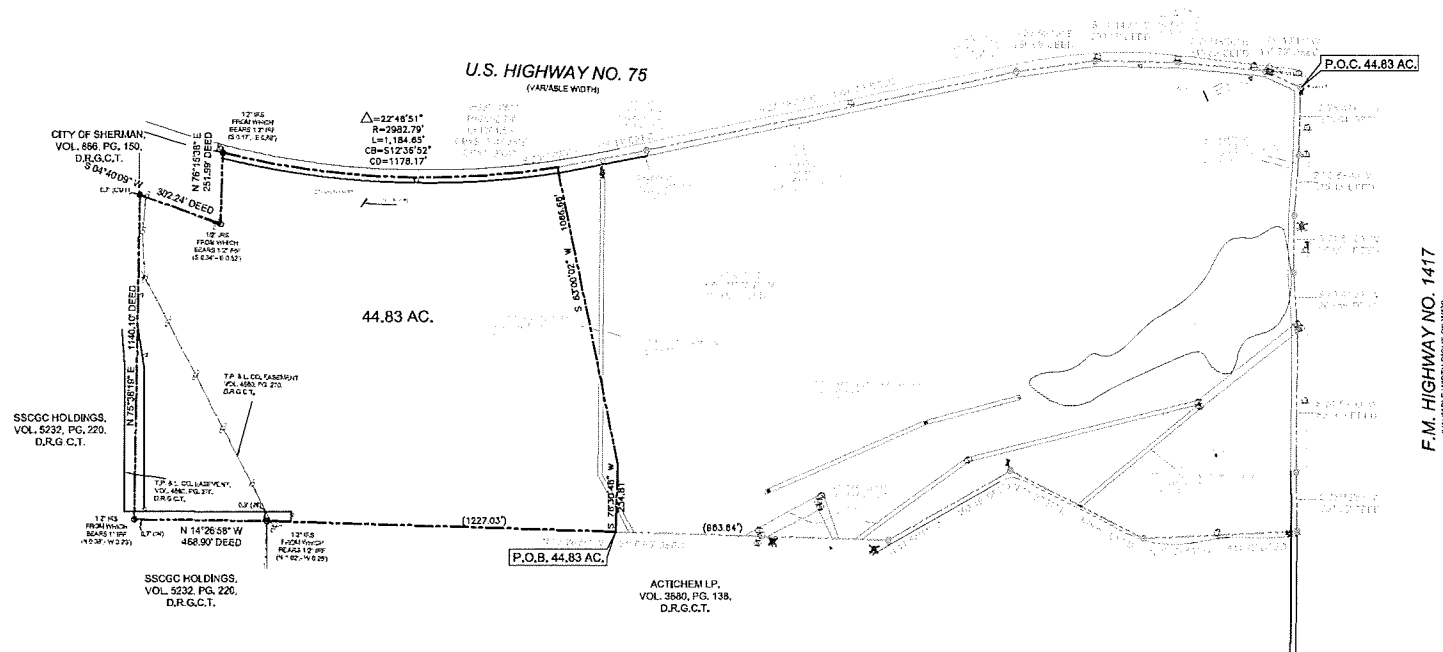
Thence North 76 deg. 15 min. 38 sec. East, a distance of 251.99 feet to a 1/2-inch rod with a yellow plastic cap stamped "RPLS 5310" set for corner in the said West line of U.S. Highway No. 75, at the Southeast corner of said City of Sherman tract, said point being at the beginning of a non-tangent curve to the left, having a central angle of 22 deg. 46 min. 51 sec., a radius of 2882.79 feet, a chord bearing and distance of South 12 deg. 36 min. 52 sec. East and 1187.17 feet;

Thence South 63 deg. 00 min. 02 sec. West, a distance of 1066.66 feet;

Thence South 76 deg. 30 min. 46 min. West, a distance of 234.81 feet to the Point of Beginning containing 44.83 acres of land.



2 LOCATION MAP
NOT TO SCALE



1 BOUNDARY PLAN
SCALE: 1"=200'-0"



DATE:	4.28.2015
DRAWN BY:	SP-1015
CHECKED BY:	SP-1015
PROJECT NO.:	2015021
DATE:	4.28.2015
DRAWN BY:	SP-1015
CHECKED BY:	SP-1015

**S.U.P. for MEDICAL HOSPITAL
& MIXED-USE DEVELOPMENT**
N.W.C. U.S. HIGHWAY 75 & F.M. 1417
SHERMAN, TEXAS

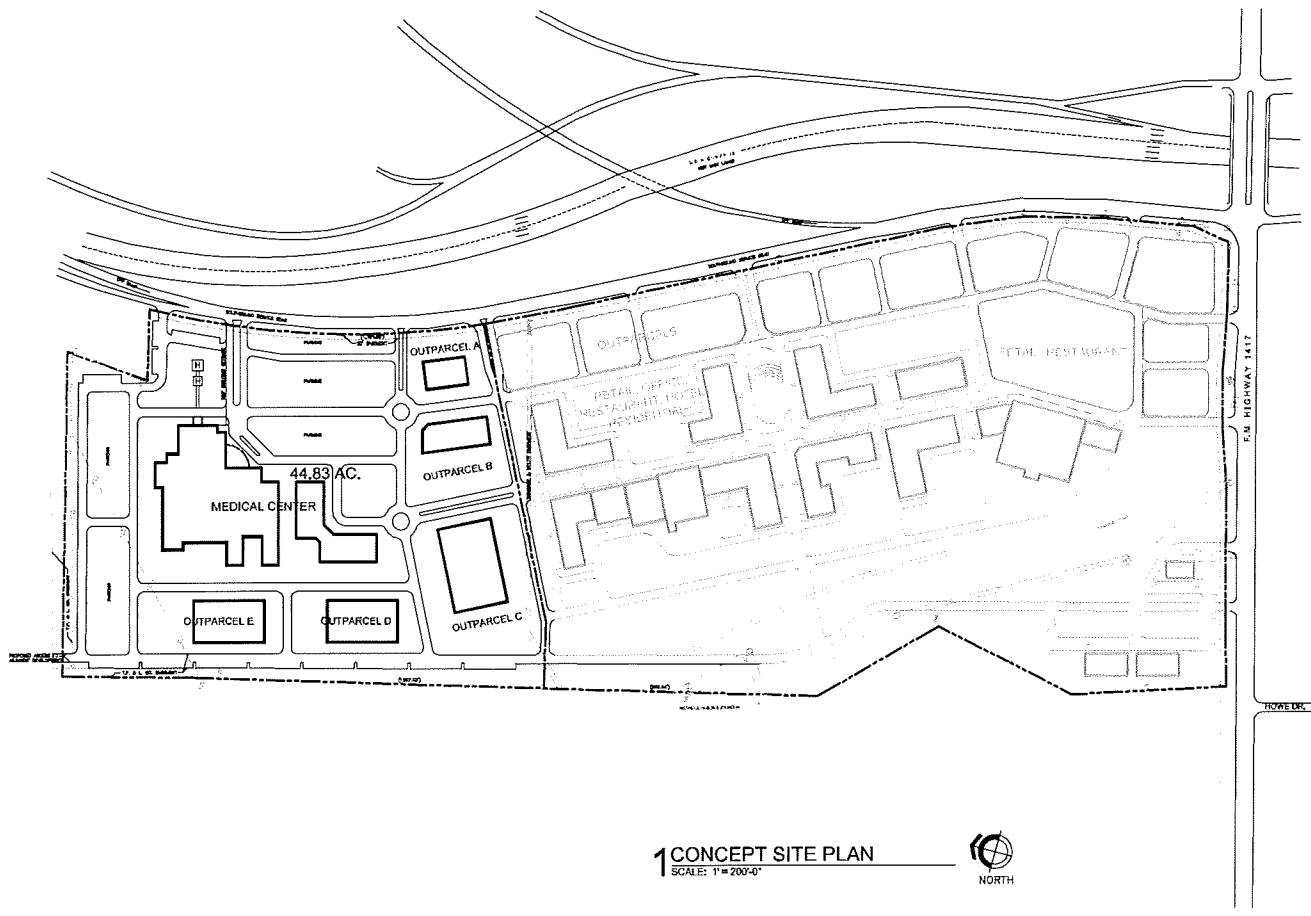
**CROSSROADS
DEVELOPMENT**
#3 WINSTON WOODS CT.
MELISSA, TX 75664
Contact:
Mr. Richard Jarama,
Mr. Turner Richmond

**CARROLL
architects**
7501 E. Interstate 30
Suite 110
Dallas, TX 75241
F: 972-732-8058
E: 972-732-8058

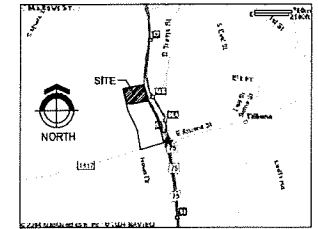
**BOUNDARY
PLAN**

DATE:	4.28.2015
PROJECT NO.:	2015021
DRAWN BY:	SP-1015
CHECKED BY:	SP-1015

SP-B



1 CONCEPT SITE PLAN
SCALE: 1" = 200'-0"



2 LOCATION MAP
NOT TO SCALE

DATE:	4.28.2015
DESIGNER:	
CHECKED BY:	
PROJECT NO.:	
DRAWN BY:	
CHECKED BY:	

**S.U.P. for MEDICAL HOSPITAL
& MIXED-USE DEVELOPMENT**
N.W.C. U.S. HIGHWAY 75 & F.M. 1417
SHERMAN, TEXAS

**CROSSROADS
DEVELOPMENT**
#3 WINDY MEADOW CT.
MELISSA, TX 75664
Contact:
Mr. Richard Jeanne,
Mr. Hunter Richmond
730 E. Interstate 30
Suite 110
Ft. Worth, TX 76102
P: 817-733-6243
F: 817-733-6038

**CONCEPT
SITE PLAN**

DATE:	4.28.2015	SHEET NO.	
PROJECT NO.:	2015021		
DRAWN BY:	JK		
CHECKED BY:	JC		

SP-1

Begin forwarded message:

From: cal young <cyoung@cyaweb.com>
Date: March 6, 2014 at 2:40:20 PM CST
To: michael shea <michael1961@gmail.com>
Subject: Med office 2



S.U.P. CONCEPT ELEVATIONS for MEDICAL HOSPITAL SHERMAN, TEXAS



STAFF REVIEW LETTER

May 13, 2015

Sherman Crossroads LTD
4455 JBJ Freeway
Dallas, TX 75244

Carroll Architects
Jeff Carroll
750 E. Interstate 30
Rockwall, TX 75087

Dear Applicants,

The request for an exception and conceptual site plan approval to allow a medical hospital in the Blalock Industrial Park/Blalock Commercial Overlay District for the property located in the 2800-3600 Blocks South U.S. Highway 75 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, May 19, 2015 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 and the Blalock Commercial Overlay District must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Parking requirements are: (1) one space per (3) beds; parking is permitted on paved surfaces only, a parking space is considered to be 9'x20'.
4. All parking shall be on private property and shall not encroach into U.S. Highway 75 right-of-way.
5. Review the zoning and development ordinance for additional requirements.
6. This site plan is conceptual in nature; a more detailed site plan will require approval from the Planning and Zoning Commission.

Engineering:

7. When FM 1417 (Heritage Parkway) expands in the future, the driveway may be limited to right-in and right-out.
8. Platting of the property will be required when the property is divided in the future.
9. Additional right-of-way may be required along FM 1417 at the time of platting.
10. Drive approaches shall conform to TxDOT and City of Sherman standards and a permit is required from City of Sherman Engineering Department. Any special requirements by TxDOT shall be met.
11. Utility infrastructure shall be provided to serve the property.
12. Engineering plans for utility, grading and storm drain design in accordance with City ordinances shall be submitted to the City Engineer for approval.
13. Detention in accordance with City criteria is required.
14. The location of trash receptors shall be coordinated with the Solid Waste Department (903-892-7288).

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

Jamie Baggs, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 18.

Meeting Date: 05/19/2015

Prepared by: Patsy Reeves, Developmental Services Admin Secretary

Approved by: Scott Shadden, Director of Development Services

Commissioners: Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Ron Barton, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Requested Action/Proposed Use:

2800-3600 BLOCKS S. US HIGHWAY 75

The request of Sherman Crossroads LTD (Owners) and Jeff Carroll, Carroll Architects (Architect) concerning the property in the 2800-3600 Blocks South U.S. Highway 75, being 44.83 acres in the Preston Kitchen Survey, Abstract No. 667, and in Tract 4 of the Blalock Industrial Park, as follows:

Planning and Zoning Commission

Exception and conceptual site plan approval under Ordinance No. 2252 Article IV Section 410 (2) (j) to allow a medical hospital in the Blalock Industrial Park/Blalock Commercial Overlay District.

Background:

The property is located in the 2800-3600 blocks South U.S. Highway 75; the Northwest corner U.S. Highway 75 and West FM 1417 (Heritage Parkway). The property is located in the Blalock Commercial Overlay District which was created in 2010 to create a regional image for retail/commercial developments within and around the Blalock Commercial Overlay District. The District consist of highway frontage in the Blalock Industrial Park at FM 1417 (Heritage Parkway) and nearby tracts that form the south gateway to the city.

The owners are requesting an exception to allow a medical hospital at the north end of the tract. The site plan is conceptual and will require a more detailed site plan approval before construction. The medical facility would have overnight doctor care, operational services, emergency services and out-patient care. It will have 24 hour services with seventy-five to one hundred beds. They have allowed room on the lot for a major hospital and smaller medical offices.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

Blalock Industrial Park

Origination:

Sherman Crossroads LTD (Owners)
Jeff Carroll, Carroll Architects (Architect)

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

Development Types

- Office (both multi-story buildings and small-scale office uses depending on the site)
- Planned development to accommodate custom site designs or mixing of uses in a Suburban character setting
- Public/institutional uses
- Parks and public spaces

Characteristics

- May exclude some auto-oriented uses that, by their very nature, cannot achieve a Suburban character (e.g., vehicle sales, truck stops, etc.).
- Near residential properties and areas, the permitted scale and intensity of non-residential uses should be limited to ensure compatibility (including adequate buffering/screening, criteria for placement and orientation of buildings and parking areas, height limits, and “residential-in-appearance” architectural standards).
- More opportunity for natural and/or swale drainage (and storm water retention/absorption) versus concentrated storm water conveyance in auto-oriented areas.

Number of notices mailed:

43

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Photo

Narrative

Site Plan

Elevations

Staff Review Letter

RECEIVED

MAY 15 2015

May 14, 2015

Chairman Gilbert and Honorable Commissioners
C/O Scott Shadden, Secretary
Planning and Zoning Board
PO Box 1106
Sherman, TX 7091-1106

RE: Support for site plan to allow a medical hospital in Blalock Industrial Park/ Blalock Commercial Overlay District

Dear Chairman Gilbert and Honorable Commissioners,

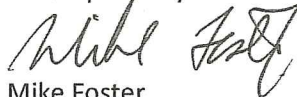
I am writing the Planning and Zoning Board of Sherman on behalf of SSCGC Holdings, LLC to voice our unqualified support for the proposed site plan for the medical hospital in the Blalock Industrial Park/ Blalock Commercial Overlay District. Our property lies within the Blalock Commercial Overlay District and includes Stone Creek Golf Club and the surrounding acreage. We work closely with the other entities in the Blalock Industrial Park and have hosted a number of plant manager's meetings in our facility. We firmly believe the proposed site plan on the far north end of the Sherman Crossroads tract balances the desires of both the industrial and commercial neighbors in Blalock.

Some of the reasons we purchased our property was the high-quality development opportunities presented by the Blalock Commercial Overlay District, the commercial zoning just south of us, and the eventual improvements surrounding Sherman's southern gateway. The ability of Sherman to attract a high-quality medical facility is an important step in this process. We believe that the mixed-use development at the intersection FM 691 and HWY 75 along with other such developments in Collin County serve as an example of what can be achieved with such a catalyst.

Finally, our ownership group is composed of local residents and Austin College alumni. We believe such a facility, when considered in conjunction with the new Idea Center on the Austin College campus, will enhance AC's role as a premier pre-med institution, and help the college expand into other areas in the health-care industry. While we understand that this request is the first step in a long-term process to enhance Sherman's entry-way, we expect it to positively impact the local economy and business development.

In closing, we support the proposed site plan to allow a medical hospital in the Blalock Industrial Park/ Blalock Commercial Overlay District because it protects the interests of existing businesses, will be a positive catalyst to our investment, enhances the development of Sherman's southern gateway, and benefits the entire community.

Thank you for your consideration,



Mike Foster
Managing Partner
SSCGC Holdings, LLC



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. H. 2.

Meeting Date: 07/06/2015

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of the Crisis Center of Grayson County to Temporarily Close Certain Streets for the "Seeds of Hope Moonlight 5K & Fun Run" on Saturday, September 26, 2015

Issue:

The Crisis Center of Grayson County plans to host the "Seeds of Hope Moonlight 5K & Fun Run" on Saturday, September 26th and is requesting the City of Sherman's assistance with street closures. This is a night run and will begin at 7:00 p.m. on City streets.

The event will include a live band, concession stand and other activities around the Grayson County Courthouse. The Crisis Center of Grayson County plans to apply for an alcohol permit from the Texas Tobacco and Alcohol Commission to provide free beer to participants after the race.

Background:

The Crisis Center of Grayson County will hold the "Seeds of Hope Moonlight 5K & Fun Run" on Saturday, September 26th. The event will begin at 7:00 p.m. and will follow the route displayed on the attached map. The event will require traffic control assistance, barricades, and cones from the City of Sherman.

Origination:

Scott Caldwell, Board Member/Co-Chair of "Seeds of Hope Moonlight 5K & Fun Run"

Financial Consideration:

Overtime labor and equipment to provide traffic control assistance and place/remove barricades and cones. Solid waste receptacles would be provided by the City of Sherman Solid Waste Department.

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

[Request Letter](#)

[Fun Run Map](#)

[5K Run Map](#)



Saturday night, Sept. 26, 2015
Fun Run..... 8 p.m.
5K Run..... 8:30 p.m.

June 1, 2015

Community and Support Services
City of Sherman

To whom it may concern:

The Crisis Center of Grayson County will be putting on a 5K run and 1-mile "fun run" on the night of Saturday, Sept. 26, 2015, to benefit the Crisis Center and its mission of providing a safe haven to local victims of domestic violence and sexual abuse.

Our plan is to use Crockett Street, just off of Houston, as the site of the start and finish of the race, with runners heading north and, eventually, running east on Brockett. Registration, check-in, the awards presentation, etc., will be across the street on the north side of the Grayson County Courthouse. We would be on-site between the hours of 5 p.m.-10:30 p.m. We are requesting city support on street closures and/or directing traffic during race time – specifically:

- The two-block stretch of Crockett between Houston and W. Pecan streets (our start and finish area)...
- Intersection of E. Mulberry/Travis streets (runners heading out)...
- Corner of Walnut and Brockett...
- Intersection of Brockett/Travis streets (runners on their way back).

Small, open tents will be set up on the courthouse lawn, which has been approved by the county. We plan on providing runners with fruit, snacks, water and beer after the race, and have scheduled a live band to perform before and after the 5K on the steps of the courthouse. The beer is free to the public.

We are partnering with Chip to Chip racing systems. They will be setting up the start/finish "arch" for timing and organization. This will be the only structure specifically for the race. We are expecting the participation of between 400-600 runners.

Please let me know if you need me to clarify any points or have any questions. Thank you for your help. I look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Caldwell".

Scott Caldwell

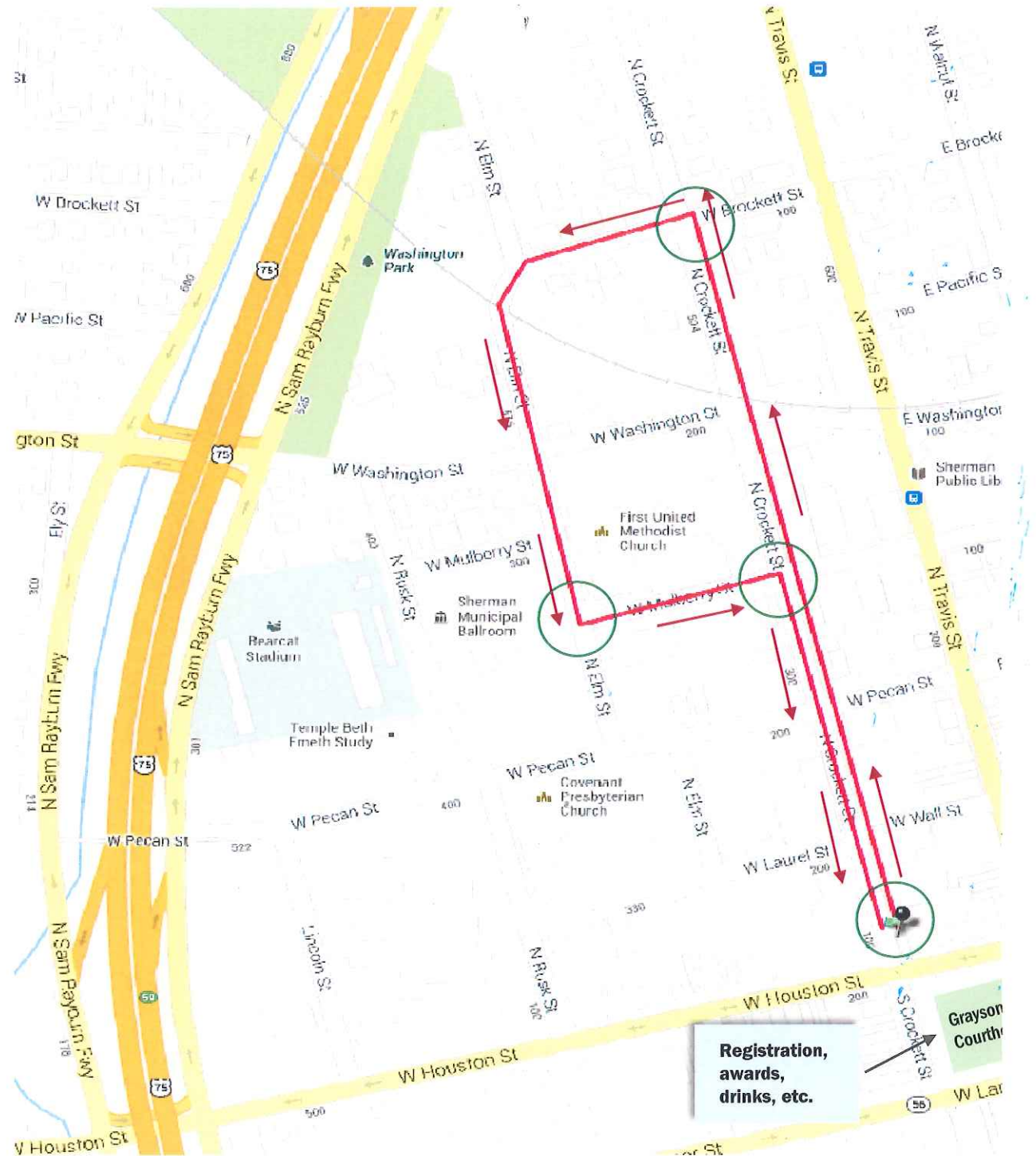
Board Member / Co-Chair of Seeds of Hope Moonlight 5K & Fun Run
Grayson Crisis Center

GRAYSON CRISIS CENTER



Moonlight 5K & Fun Run

Fun Run





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. H. 3.

Meeting Date: 07/06/2015

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 2015 "A" Run for Roos on Saturday, November 14, 2015

Issue:

Austin College has submitted a request to close certain streets surrounding the Austin College campus for the 2015 "A" Run for Roos 5K and 1-mile Fun Run beginning at 8:00 a.m. on Saturday, November 14, 2015

Background:

Austin College is sponsoring the Annual "A" Run for Roos 5K and 1-mile Fun Run on Saturday, November 14th. The activities will begin at 8:00 a.m. and will follow the route outlined on the attached map.

Origination:

Kirk Hughes, Austin College Athletic Alumni Association

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

Request Letter

Route Map

June 9, 2015

Mr. Steve Ayers
Director of Community and Support Services
220 W Mulberry Street
Sherman, TX 75090

Dear Mr. Steve Ayers:

I am Kirk Hughes with the Austin College Athletic Alumni Association. We would like to request to host our 3rd annual "A" Run for Roos 5k and 1 mile fun run in the City of Sherman on the morning of November 14th, 2015. We have held the event in McKinney the last two years, but would prefer to host it in Sherman to coincide with Austin College's annual homecoming weekend. All money raised for this event goes to the Austin College Athletics Enrichment fund.

Typically another group from Austin College has held their own 5k on this date, but the College elected to allow us to host the race this year. We are using the same proposed 5k route that was used in the past. The only change is it will start and end in front of Jerry E. Apple Stadium.

This event is 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 contact me directly should you have any questions or concerns. You can reach me directly by phone at 972-741-7894 or email at hughes88@gmail.com.

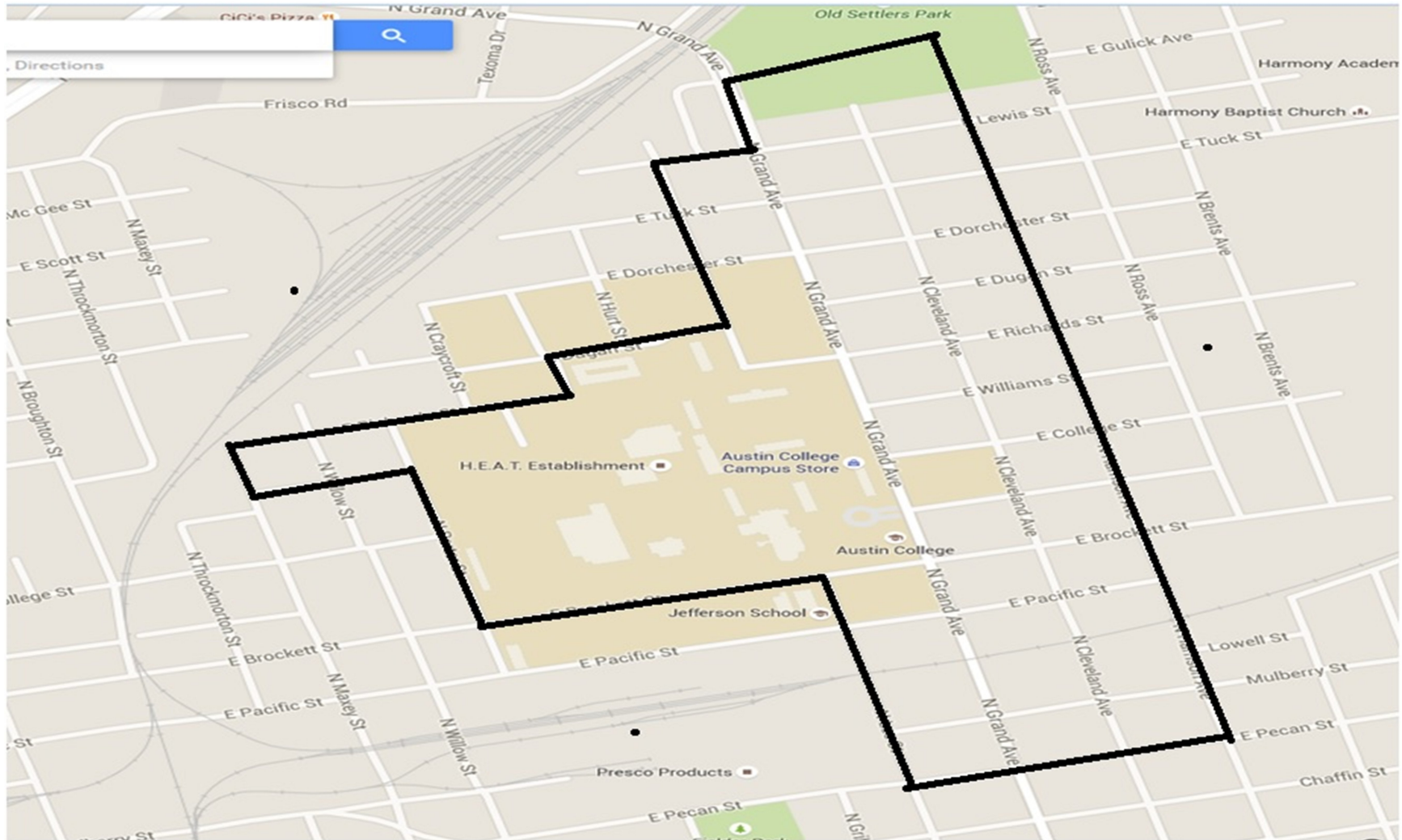
We look forward to working with you on this event.

Sincerely,



Kirk D. Hughes
Austin College "A" Association Board Member

2015 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 Lockett

- South on Lockett 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. M.

Meeting Date: 07/06/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2015 Council Calendar

2015

JANUARY						
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NOVEMBER						
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DECEMBER						
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1/5/2015	Regular City Council Meeting - Cancelled
4/21/2015	Called Budget Planning Meeting in Council Chambers
06/25-26/2015	Called Budget Workshop in Council Chambers - Second Day Cancelled
9/8/2015	Labor Day/Called Council Meeting on 09/8/2015
