CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JUNE 18, 2012
5:00 P.M.

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

A.2 PLEDGE OF ALLEGIANCE

A.3 INVOCATION BY COUNCIL MEMBER CAROLYN S. WACKER

A.4 APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 4, 2012

Public Hearing

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5746
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Dean Gilbert, Sr. and Dean Gilbert, Jr. (Owners) and Evergreen Presbyterian Ministries, Inc. (Tenant) to Allow a Production, Training and Arts Center for Adults with Developmental Disabilities in a C-1 (Retail Business) District and the O-1.2 (Sam Rayburn) Overlay District at 422 and 424 North Rusk Street, being 0.283 acres in the J.B. McAnair Survey, Abstract No. 763; 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: 5746

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. 5678
Approving the Grayson Central Appraisal District's Proposal Regarding the Relocation of the Appraisal District Offices

C.2 RESOLUTION NO. 5679
Relating to Greater Texoma Utility Authority Contract Revenue Refunding Bonds, Series 2012A (City of Sherman Project); Approving the Issuance Thereof and the Refunding of Certain Outstanding Bonds of the Authority

C.3 * RESOLUTION NO. 5680
Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the 2012 Head Works Lift Station Study

C.4 * RESOLUTION NO. 5681
Authorizing Execution of an Agreement with Larry Scruggs for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 816 East Pecan Street

Other Business

D.1 CITIZEN REQUESTS

D.2 MEDIA QUESTIONS

D.3 COUNCIL COMMENTS

D.4 ADJOURNMENT

COUNCIL CALENDAR

Sherman CLASSIC TOWN. BROAD HORIZON.	**SHERMAN CITY COUNCIL** **Agenda Communication Form**

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Carolyn S. Wacker, Council Member

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER CAROLYN S. WACKER

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF JUNE 4, 2012

STATE OF TEXAS §

June 4, 2012

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on June 4, 2012.

MEMBERS PRESENT: **MAYOR BILL MAGERS; DEPUTY MAYOR WILLIE STEELE. COUNCIL MEMBERS HOWETH, PLYLER, SMITH, SOFTLY, WACKER.**

MEMBERS ABSENT: **NONE.**

CALL TO ORDER

CALL TO ORDER

Mayor Magers called the meeting to order at 5:00 p.m. The Pledge of Allegiance and the Invocation were given by Council Member Joe Smith.

APPROVE MINUTES

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of May 21, 2012. Council Member Plyler moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

PUBLIC HEARING

CONDUCT THE SECOND PUBLIC HEARING CONCERNING THE ANNEXATION OF 71.671 ACRES ALONG WASHINGTON STREET IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION

ANNEXATION WASHINGTON STREET

Mayor Magers called for the second public hearing on the voluntary annexation of 71.671 acres along Washington Street in the City's extra-territorial jurisdiction.

No citizens appeared before the City Council to discuss the annexation of 71.671 acres along Washington Street in the City of Sherman's Extra Territorial Jurisdiction.

FINAL STATEMENT / ACTION PLAN FOR PROGRAM YEAR 2012 COMMUNITY DEVELOPMENT BLOCK GRANT

COMMUNITY DEVELOPMENT BLOCK GRANT

Mayor Magers called for the public hearing on the Final Statement / Action Plan for Program Year 2012 Community Development Block Grant.

Charles Carter, 424 S. Vaden, addressed the City Council about the Community Development Block Grant Program. Mr. Carter said he is at the moderate income level and during the last 18 months, through this program, the City has replaced plumbing, installed a new sewer line, and rewired his home. He received $12,000 of free work on his home.

He said he was very thankful and encouraged the City Council and Mayor to continue the program. He also praised

Theresa Caudle, Community Development Coordinator, and Mr. Barnes, the inspector. He asked the City Council to approve the program because there are still many people in Sherman that need the help.

No other citizens appeared before the City Council to discuss the Final Statement / Action Plan for Program Year 2012 Community Development Block Grant.

The Public Hearing was closed.

<u>CONSENT AGENDA</u>

CONSENT AGENDA

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

<u>RESOLUTIONS</u>

<u>RESOLUTION NO. 5675 – AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT / ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR FISCAL YEAR 2012; AUTHORIZING SUBMISSION OF THE BLOCK GRANT APPLICATION; AUTHORIZING EXECUTION OF CERTAIN ASSURANCES OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR FISCAL YEAR 2012</u>

RES 5675
COMMUNITY
DEVELOPMENT
BLOCK GRANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT / ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR FISCAL YEAR 2012; AUTHORIZING SUBMISSION OF THE BLOCK GRANT APPLICATION; AUTHORIZING EXECUTION OF CERTAIN ASSURANCES OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR FISCAL YEAR 2012.

Council Member Wacker said she felt that the reinvestment in the community is very important. As Sherman's representative on the Texoma Area Paratransit Board, the money that goes toward public transportation is much needed and greatly appreciated. TAPS is used by citizens of every income level and by children for afterschool transportation.

Mayor Magers said that there may be government programs that are questionable, but he continues to get positive comments about the Community Development Block Grant program.
CONSENT AGENDA.

RESOLUTION NO. 5676 – RENEWING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN'S INDUSTRIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT / REDEVELOPMENT IN CERTAIN AREAS OF THE CITY

RES 5676 INDUSTRIAL TAX ABATEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN'S INDUSTRIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT / REDEVELOPMENT IN CERTAIN AREAS OF THE CITY.
CONSENT AGENDA.

RESOLUTION NO. 5677 – AUTHORIZING EXECUTION OF A DEED FOR THE RESALE OF ONE TRACT OF LAND LOCATED AT 323 WEST RAINEY WITHIN THE SHERMAN CITY LIMITS SEIZED FOR DELINQUENT TAXES

RES 5677 DEED FOR PROPERTY (323 W. RAINEY)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEED FOR THE RESALE OF ONE TRACT OF LAND LOCATED AT 323 WEST RAINEY WITHIN THE SHERMAN CITY LIMITS SEIZED FOR DELINQUENT TAXES.
CONSENT AGENDA.

CITIZENS REQUESTS

CITIZENS REQUESTS

There were no citizens requests.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

CONGRATULATIONS TO ALL GRADUATING SENIORS

CONGRATULATIONS TO ALL GRADUATING SENIORS

Council Member Plyler congratulated graduating seniors from all Grayson County high schools and from both colleges and acknowledged their hard work.

HOT SUMMER NIGHTS

HOT SUMMER NIGHTS

Council Member Smith reminded citizens that Hot Summer Nights starts this coming Thursday night.

HOT SUMMER NIGHTS AND SUMMER ACTIVITIES

HOT SUMMER NIGHTS & SUMMER ACTIVITIES

Council Member Wacker recognized Hot Summer Nights as well, and thanked the staff for putting together the flyer with all the summer activities. She recognized both the Parks and Recreation Department and the Tourism Department.

SHERMAN, TEXAS, ONE OF THE TOP PLACES TO LIVE

SHERMAN, TEXAS, ONE OF THE TOP PLACES TO LIVE

Mayor Magers said Sherman, Texas was recently rated again as one of the top places to live in the United States, from a cost effective, tax standpoint. He wanted to get some notoriety for the community and offered a "hats off" to the community and to the staff. Sherman wants to be affordable.

ADJOURNMENT
On Motion duly made and carried, the meeting adjourned at 5:08 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5746
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Dean Gilbert, Sr. and Dean Gilbert, Jr. (Owners) and Evergreen Presbyterian Ministries, Inc. (Tenant) to Allow a Production, Training and Arts Center for Adults with Developmental Disabilities in a C-1 (Retail Business) District and the O-1.2 (Sam Rayburn) Overlay District at 422 and 424 North Rusk Street, being 0.283 acres in the J.B. McAnair Survey, Abstract No. 763; 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 granting a Specific Use Permit to Dean Gilbert, Sr. and Dean Gilbert, Jr. (Owners) and Evergreen Presbyterian Ministries, Inc. (Tenant) to allow a production, training and arts center for adults with developmental disabilities in a C-1 (Retail Business) District and the O-1.2 (Sam Rayburn) Overlay District

Background
The property is located at 422 and 424 North Rusk Street between Washington and Mulberry Streets; formerly a real estate office. Evergreen Presbyterian Ministries has enjoyed a proud history of providing excellent services and support to individuals with developmental disabilities since 1959. Evergreen began when a Presbyterian minister, a handful of staff and four young men, who had both developmental and intellectual disabilities, moved to an abandoned schoolhouse out in the pinewoods of Northwest Louisiana in a community called Evergreen. Since its inception, Evergreen has grown to serve over 1,000 individuals in six states: Louisiana, Texas, Arkansas, Oklahoma, Tennessee and Kentucky. Evergreen offers a wide range of community-based services designed to not only meet basic needs but also teach life skills and help each client reach his or her own personal potential. Evergreen adapts its services and support to fit the unique needs of each individual; and the amount and range of services depends on the needs of each client. They live in their own homes or apartments, are encouraged and supported in their vocational endeavors, and are enabled to make their own life choices each day. All of Evergreen’s efforts are designed to help people with developmental disabilities become a contributing, participating “part of society” rather than living “apart from society.”

Origination
Dean Gilbert, Sr. and Dean Gilbert, Jr. (Owners) and Evergreen Presbyterian Ministries, Inc. (Tenant)

Board Recommendation

At the May 22, 2012 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Attachments

Ordinance No. 5746
Location Map
Photograph
Site Plan
Letters
P&Z Communication Form
Staff Review Letter

Prepared by:	**Approved by:**
Scott Shadden, Development Services Director	**George Olson, City Manager**

ORDINANCE NO. 5746

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 DEAN GILBERT, SR. AND DEAN GILBERT, JR. (OWNERS) AND EVERGREEN PRESBYTERIAN MINISTRIES, INC. (TENANT) TO ALLOW A PRODUCTION, TRAINING AND ARTS CENTER FOR ADULTS WITH DEVELOPMENTAL DISABILITIES IN A C-1 (RETAIL BUSINESS) DISTRICT AND THE O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AT 422 AND 424 NORTH RUSK STREET, BEING 0.283 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763; 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, Dean Gilbert, Sr. and Dean Gilbert, Jr. (Owners) and Evergreen Presbyterian Ministries, Inc. (Tenant) are granted a Specific Use Permit to allow a production, training and arts center for adults with developmental disabilities in a C-1 (Retail Business) District and the O-1.2 (Sam Rayburn) Overlay District at 422 and 424 North Rusk Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

> **SITUATED** in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being all of the a tract of land conveyed by Donald Douglas Davis to Phyllis Kay Davis by Deed dated June 1, 1976, recorded in Volume 1347, Page 163, Deed Records, Grayson County, Texas, and being more particularly described as follows, to-wit;

BEGINNING at a chiseled “X” in concrete on the West line of Rusk Street, said ‘X” maintaining the Northeast corner of said Davis tract, the Southeast corner of a 14 x 150 ft. strip of land conveyed by C.C. Smith and W.A. Smith to the City of Sherman, Texas, by deed recorded in Volume 369, Page 213, of said Deed Records;

THENCE South 16 deg. 00 min. 00 sec. East, with the West line of said Rusk Street, a distance of 83.67 ft. to a ½ inch steel rod maintaining the Northeast corner of a 6 x 142 strip of land conveyed by Marjorie S. Chapman to Jack E. Morgan, et ux, by Deed dated January 2, 1968, recorded in Volume 1097, Page 769 of said Deed Records;

THENCE South 75 deg. 18 min. 43 sec. West, a distance of 141.41 feet to a ¾ inch pipe on the East line of an 8 x 93 ft. strip of land conveyed by C.C. Smith and W.A. Smith to the City of Sherman, Texas, by deed dated October 6, 1941, recorded in Volume 427, Page 472, of said Deed Records, said pipe maintaining the Northwest corner of said 6 x 142 ft. strip;

THENCE North 15 deg. 14 min. 30 sec. West, with a chain link fence, a distance of 22.72 ft. to a chain link fence corner post maintaining the Northeast corner of said 8 x 93 ft. strip;

THENCE South 79 deg. 04 min. 41 sec. West, a distance of 8.23 ft. to a ½ inch steel rod maintaining the Northwest corner of said 8 x 93 ft. strip;

THENCE North 16 deg. 47 min. 18 sec. West, a distance of 60.55 ft. to a ½ inch steel rod maintaining the Southwest corner of the above mentioned 14 x 150 ft. strip;

THENCE North 75 deg. 21 min. 27 sec. East, with the South line of said 14 x 150 ft. strip, a distance of 150.15 ft. to the **Place of Beginning and Containing 0.283 acres of land more or less…**

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

Zoning:

1. All aspects of the C-1 (Retail Business) District and O-1.2 (Sam Rayburn) Overlay District must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
3. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

4. Any exterior improvements built in the floodplain or public right-of-way will require further review by the City.

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 _________________, 2012.

ADOPTED on this the ________________ day of _________________, 2012.

EFFECTIVE DATE on this the _________ day of _________________, 2012.

CITY OF SHERMAN, TEXAS

BY: ______________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY,
CITY ATTORNEY

422 & 424 N. Rusk

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.

N
1 inch = 69 feet

Zoning - 422 & 424 N. Rusk

Legend

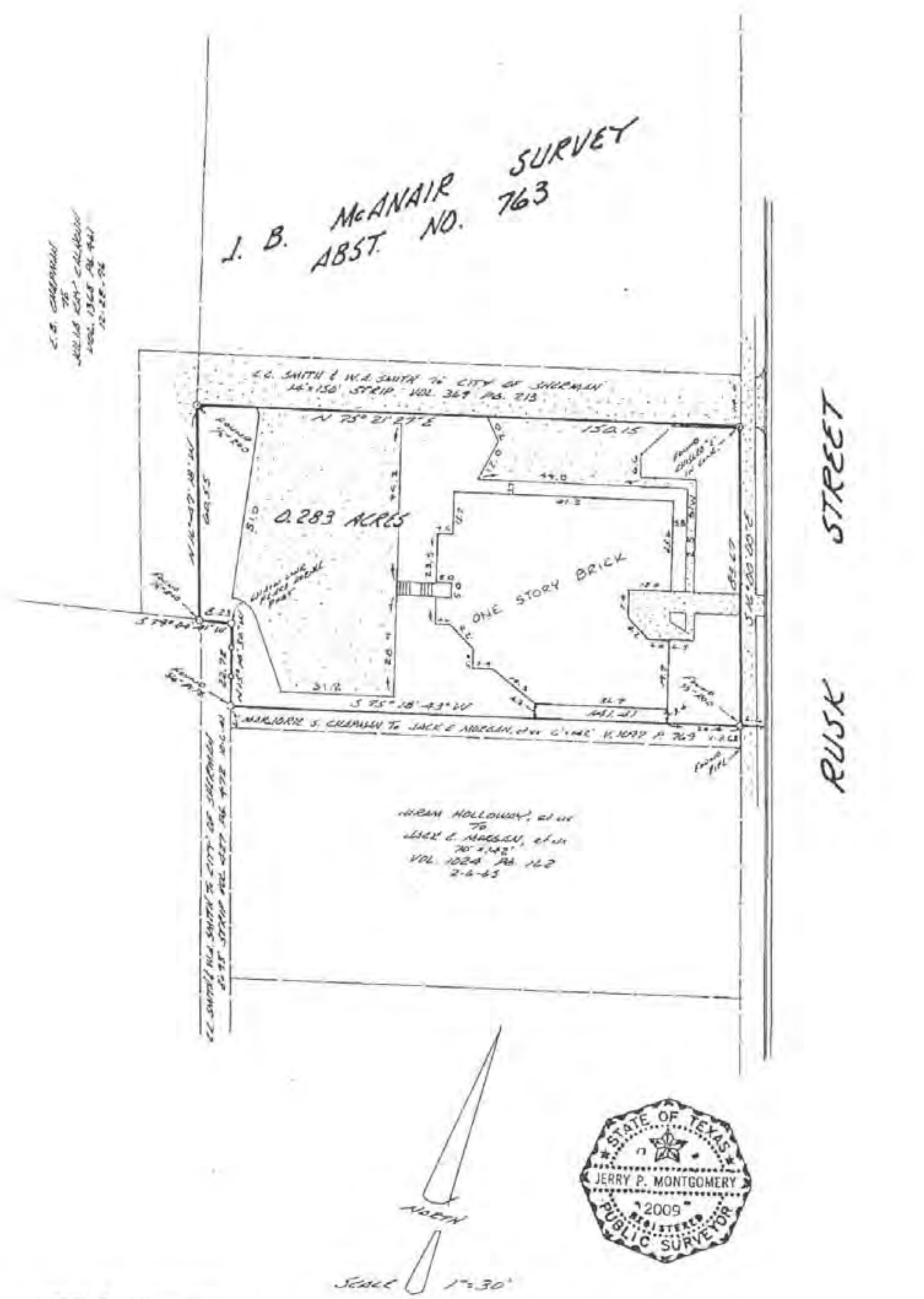
- C L SHERMAN CITY LIMITS
- O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT
- O 1.1 FM 1417 OVERLAY DISTRICT
- O 1.2 SAM RAYBURN FREEWAY OVERLAY DISTRICT
- C B D DOWNTOWN BUSINESS DISTRICT
- C P O COLLEGE PARK OVERLAY DISTRICT
- A & C ARTS & CULTURAL OVERLAY DISTRICT
- CO Office District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- C-1 Retail Business District
- C-2 General Commercial District
- M-1 Light Manufacturing District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- Blaylock Commercial Distrist
- BIP Blalock Industrial Park

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.

N
1 inch = 103 feet

422/424 N. Rusk



JERRY P. MONTGOMERY
REGISTERED PUBLIC SURVEYOR
P. O. BOX 1813
SHERMAN, TEXAS 75091
(214) 892-8022

EVERGREEN
Presbyterian Ministries, Inc.

Texas

Community and Group Homes

Medicaid supported homes which serve between six and eight people with developmental disabilities. The emphasis is upon active treatment designed to help the individual become more independent. These services are provided in a normal home environment. People in these homes receive training in activities of daily living to prepare them for independent living or participation in a less restrictive environment.

Supported Independent Living

Provides support for people living in their own apartment or home. Support is offered according to what needs each individual has, allowing them to communicate the exact support they would like or require. Supports may fall into various categories including: money management, cooking, health and safety and socialization to name just a few. Staffing tends to be very flexible so each individual's needs can be addressed. Due to the flexibility of hours and emphasis on individualism, SIL has proven to be a successful and necessary component of community-based services.

May be a situation where two or three people who live together in the community, share living expenses and are provided staff support to learn skills that foster independence and community involvement.

Vocational/Prevocational Training/Day Services

Provides opportunities for people to develop work skills and functional life skills. Day services provide a place outside the home for individuals with all types of disabilities to be active, socialize with their peers and receive needed health and personal care services. Additionally, participation in an day program allows time for caregivers to work outside the home, attend to their own needs or the needs of other family members, or travel on a long- or short-term basis. Vocational and pre-vocational training often occurs at the day program.

Supported Employment

Supported Employment arrangements involve individuals working in the community. Individuals either work in their own jobs, initially supported by a job coach, or in groups who go out into the community.

In group homes and supported independent living, our community-based services meet basic needs and more.

We teach life skills that help people with disabilities make choices, succeed in a vocation and reach their own personal potential.

In everything we do, we strive to help the people we serve contribute as a part of the community—instead of living apart from it.

an opportunity to participate

Evergreen Presbyterian Ministries provides vital services for more than 1,000 people with disabilities in six states—resources that wouldn't be available without the active involvement of people like you who care.

If you'd like to support our work, please consider a gift to Evergreen. You can direct your donation to a specified location, to the General Fund or to the Client Needs Fund. This fund pays for important health care, equipment and supplies that Medicaid doesn't cover, including:

- Communication devices
- Dental care
- Motorized wheelchairs
- Vision care

Ways to give:

- To give online, visit our website at www.epmi.org and click on the green "Donate Now" button.
- You can send a check to the address listed below.
- You can also call us toll free at 877-243-6021 to arrange your gift.

The help you provide will enable Evergreen to reach out to more people who need our care.

Thank you!

EVERGREEN
Presbyterian Ministries, Inc.

Every face deserves a reason to smile. Everyone deserves a place to call home.

People with disabilities have hopes, dreams and interests as wide-ranging and individual as their needs for support.

Evergreen Presbyterian Ministries recognizes the unique spark in each of our clients.

To help each person grow and enjoy life to the fullest, we provide an array of customized services.

EVERGREEN

[illegible]

Evergreen Presbyterian Ministries exists for one reason—to help people with disabilities build better lives.

In 1959, a Presbyterian minister, a handful of staff and four young men with developmental and behavioral challenges moved to an abandoned school house in the [illegible] of Northwest Louisiana in a community called Evergreen.

Today Evergreen serves and supports more than [illegible] people in Arkansas, Kentucky, Louisiana, Oklahoma, Tennessee and Texas.

EVERGREEN SERVICES BY STATE DIVISION	Case management	Community homes	Day habilitation	Elder services	Personal assistance	Respite services	Supported employment	Supported living
ARKANSAS	●							
KENTUCKY	●		●			●	●	
CENTRAL LOUISIANA		●	●	●	●	●	●	●
NORTH CENTRAL LOUISIANA		●	●				●	●
NORTHWEST LOUISIANA		●	●				●	●
SOUTHEAST LOUISIANA		●					●	●
SOUTHWEST LOUISIANA		●	●		●	●	●	●
OKLAHOMA						●	●	●
EAST TENNESSEE			●	●	●	●	●	●
MIDDLE TENNESSEE			●	●	●	●	●	●
WEST TENNESSEE			●	●	●	●	●	●
NORTH CENTRAL TEXAS		●	●					●
NORTHEAST TEXAS		●	●				●	●

a call to care

Evergreen provides wide-ranging support for children and adults with disabilities, and some additional services for elderly people with physical disabilities. We're active in six states—with a varied mix of services available by location.

Many of our services are funded through the Medicaid program, including special waiver programs that help eligible people live in their own homes instead of in an institution. These waiver programs include the Children's Choice Waiver, the Community and In-Home Waiver, and the Disabled Waiver, among others.

We design our programs so the special people we serve can live life to the fullest and enjoy all of the day-to-day adventures most of us take for granted. Here's an overview of our services and an easy-to-use chart that lets you see where each service is available.

Case management. Evergreen case managers facilitate and coordinate client services that are provided by a range of community providers. Our goal is to help clients receive the individualized support they need to ensure their health and wellbeing.

Community homes. We operate community homes that create a warm, family-like atmosphere. In each home, six to eight people with disabilities live together with Evergreen staff members who help them enjoy life and become integrated into their communities. Because some residents have the potential to live on their own, we provide training in the activities of daily living to help them prepare for greater independence.

Day habilitation. We provide settings outside the home where people can develop work and life skills. Our innovative day services give people with all types of disabilities the opportunity to learn job skills, socialize, exercise, and receive health and wellness services.

Elder services. Evergreen provides a range of services that help older people and people who have become disabled later in life remain active, safe and independent at home. We work with older adults and their caregivers to ensure the right services, living arrangements, and access to good health care, nutrition and benefits.

Personal assistance. Our personal assistance services help Evergreen clients who live at home be more independent. Depending on each person's individual needs, these services may include bathing, dressing and meal preparation—plus essential household chores, budget management, appointment scheduling and follow-through, and interpersonal and social skills development.

Respite care. The love, services and support provided by family caregivers can be physically and emotionally draining. To help these loved ones relax and recharge, Evergreen provides a variety of respite care services. In most situations, an Evergreen staff member comes into the home for a set number of hours or days—even overnight.

Supported employment. Many Evergreen clients are able to work in the community—performing regular jobs or contract work in a partner facility. Our supported employment programs help clients find and prepare for employment—as individuals with job coaches or in supported groups who go out into the community and work as a team.

Supported living. Evergreen's comprehensive supported-living programs help people with disabilities live at home whenever possible. We customize a package of services for each person that can include health and safety, socialization, cooking, money management and other services. Staffing and scheduling are flexible based on individual needs.

City of Sherman

Planning and Zoning Commission
Board of Adjustments

Agenda Communication Form

May 22, 2012

Lawrence Davis, Chairman

422 & 424 North Rusk Street
Being 0.283 acres in the J.B. McAnair Survey, Abstract No. 763
Specific Use Permit & Site Plan

Requested Action/Proposed Use:

Planning and Zoning Commission

Specific Use Permit and site plan approval to allow a production, training and arts center for adults with developmental disabilities in a C-1 (Retail Business) District and the O-1.2 (Sam Rayburn) Overlay District.

Background:

The property is located at 422 and 424 North Rusk Street between Washington and Mulberry Streets; formerly a real estate office. Evergreen Presbyterian Ministries has enjoyed a proud history of providing excellent services and supports to individuals with developmental disabilities since 1959. Evergreen began when a Presbyterian minister, a handful of staff and four young men who had both developmental and intellectual disabilities moved to an abandoned schoolhouse out in the pinewoods of Northwest Louisiana in a community called Evergreen. Since its inception, Evergreen has grown to serve over 1,000 individuals in six states: Louisiana, Texas, Arkansas, Oklahoma, Tennessee and Kentucky. Evergreen offers a wide range of community-based services designed to not only meet basic needs but also teach life skills and help each client reach his or her own personal potential. Evergreen adapts its services and supports to fit the unique needs of each individual, and the amount and range of services depends on the needs of each client. They live in their own homes or apartments, are encouraged and supported in their vocational endeavors and are enabled to make their own life choices each day. All of Evergreen's efforts are designed to help people with developmental disabilities become a contributing, participating "part of society" rather than living "apart from society."

Adjacent Zoning:

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

Origination:

Dean Gilbert, Sr. and Dean Gilbert, Jr. (Owners) and Evergreen Presbyterian Ministries, Inc., (Tenant)

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

<u>Number of notices mailed</u>:
9

<u>Objections received</u>:
0

<u>Attachments:</u>
Location map
Photographs
Site Plan
Staff Review Letter

Prepared by:	**Approved by:**
Patsy Reeves,	**Scott Shadden,**
Developmental Services Secretary	**Director of Developmental Services**

SHERMAN

STAFF REVIEW LETTER

May 16, 2012

Dean Gilbert, Jr.
801 E. Taylor
Sherman, TX 75090

Evergreen Presbyterian Ministries
Alicia Johnson
10810 Sanden Road
Dallas, TX 75238

Dear Applicants,

Your request for a Specific Use Permit and site plan approval to allow a production, training and arts center for adults with developmental disabilities in a C-1 (Retail Business) District and the O-1.2 (Sam Rayburn) Overlay District located at 422 and 424 North Rusk Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, May 22, 2012 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 zoning, engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the C-1 (Retail Business) District and O-1.2 (Sam Rayburn) Overlay District must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267)
3. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

4. Any exterior improvements built in the floodplain or public right-of-way will require further review by the City.

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

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

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

Respectfully,

Scott Shadden

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

cc: George Olson, City Manager
Mark Gibson, Director Utilities & Engineering Services
Clay Barnett, City Engineer
Nathan Huffman, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. B.2

ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Number: 5746

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5746
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Dean Gilbert, Sr. and Dean Gilbert, Jr. (Owners) and Evergreen Presbyterian Ministries, Inc. (Tenant) to Allow a Production, Training and Arts Center for Adults with Developmental Disabilities in a C-1 (Retail Business) District and the O-1.2 (Sam Rayburn) Overlay District at 422 and 424 North Rusk Street, being 0.283 acres in the J.B. McAnair Survey, Abstract No. 763; 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

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. 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

C.3 * RESOLUTION NO. 5680

Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the 2012 Head Works Lift Station Study

C.4 * RESOLUTION NO. 5681

Authorizing Execution of an Agreement with Larry Scruggs for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 816 East Pecan Street

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. C.1

RESOLUTION NO. 5678
Approving the Grayson Central Appraisal District's Proposal Regarding the Relocation of the Appraisal District Offices

Issue
Support for the relocation of the Grayson Central Appraisal District's (District) offices

Background
As one of the taxing entities entitled to participate in the appointment of members to the District's Board of Directors, the City of Sherman is being asked to approve the District's proposal to relocate its current offices from 205 North Travis Street to 512 North Travis Street. The proposal provides that the current offices will be used as a trade-in to reduce the purchase price and renovation costs of the new offices, which total amount shall not exceed $1,964,609.

Origination
Teresa Parsons, Chief Appraiser, Grayson Central Appraisal District

Financial Consideration
The expenditures for this project are the responsibility of the District. The District's current fiscal year 2012 budget adopted by their Board included funds for a loan payment on a loan to finance construction of these facilities.

Staff Recommendation
It is recommended that the City Council approve the District's proposal.

Alternatives
In accordance with the City Council's direction

Attachments
Resolution No. 5678
Memorandum dated May 29, 2012 from Teresa Parsons, Chief Appraiser
Resolution of the District's Board of Directors approved February 8, 2012
Estimates of Probable Construction Costs
Texas Property Tax Code, Section 6.051

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

RESOLUTION NO. 5678

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GRAYSON CENTRAL APPRAISAL DISTRICT'S PROPOSAL REGARDING THE RELOCATION OF THE APPRAISAL DISTRICT OFFICES; 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, § 6.051 of the Texas Property Tax Code authorizes the board of directors of an appraisal district to purchase real property and improvements as necessary to establish and operate the appraisal office; and

WHEREAS, the Board of Directors of the Grayson Central Appraisal District ("District") has delivered a copy of Resolution # 10-6.051, setting forth the desire to purchase property situated in the City of Sherman, Grayson County, Texas; and

WHEREAS, the District's Board of Directors has also delivered information showing the costs of available alternatives; and

WHEREAS, § 6.051 of the Texas Property Tax Code requires that an appraisal district's purchase of such real property and improvements must be approved by three-fourths (3/4) of the taxing units entitled to vote on the appointment of board members; and

WHEREAS, the referenced provisions of the Texas Property Tax Code authorize the following action;

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

<u>**SECTION 1.**</u> That the City of Sherman, Texas, hereby approves the Grayson Central Appraisal District's proposal to:

1. Purchase the property located at 512 North Travis Street, Sherman, Texas;
2. Trade the current office at 205 North Travis Street, Sherman, Texas;
3. Perform the necessary renovations of the property at 512 North Travis Street, Sherman, Texas;
4. Negotiate a request for proposals in accordance with the District's requirements;
5. Limit the total cost to the entities for the purchase package including renovations that will not exceed $1,964,609; and
6. Pursue appropriate permanent financing for the project, contingent on the taxing units' approval of the purchase as outlined above.

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 ________________, 2012.

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

MEMO

DATE:	May 29, 2012
TO:	Taxing Entities of Grayson County
FROM:	Teresa Parsons Grayson Central Appraisal District
SUBJECT:	Request to Purchase/Sell Real Estate

Phone (903) 893-9673 xt. 126
Fax (903) 892-3835

In accordance with Section 6.051 of the Texas Property Tax Code, I have been directed by the Grayson Central Appraisal District (GCAD) Board of Directors to distribute the attached Resolution to each taxing entity entitled to vote on the appointment of board members.

As you may recall, in the prior years we identified multiple needs for the maintenance of the Appraisal District building. In addition to our electrical issues, we have air quality issues, limited space, inadequate parking, and many other issues in need of immediate attention. Our Board notified the entities in the 2010, 2011, & 2012 budget letters that our budget had been expanded to include the facility needs. The budget included a commercial loan payment. **The debt service payment has already been approved in the current budget.**

The Board formed a facility committee to review the cost and the immediate needs of our facility and to seek the best solution for remedy. The facility committee held multiple meetings in the previous 3 years. During this time; the committee had a feasibility study done on our current building and air quality testing. Based on this information the Board continued to narrow the options that are being considered. Based on the facility committee's efforts, the Board has determined the most feasible avenue to meet the needs of the community, the entities, and the appraisal district would be to relocate the appraisal district offices. The Board has started the process as evidenced by the attached Resolution. The Board has entered into a contract (subject to entity approval) to purchase the facility at 512 N Travis for $650,000. Currently we are in the feasibility stage of the contract and the feasibility estimates are attached. The Board has been preparing for the District's facilities needs over the last few years via the budget process and it is the Board's intent to utilize the dedicated capital fund to cover cost that would be incidental to closing such as inspection fees, moving fees, network drops and other misc. cost.

The 512 N Travis facility would need to be adapted to appraisal district requirements. The feasibility estimate to adapt the facility at 512 N Travis is $1,314,609 for a total cost of $1,964,609. **Again, the amount of the payment to cover a loan has already been approved in the current budget.**

The seller of the 512 N Travis property has agreed to accept conveyance of the 205 N. Travis property which the District currently occupies in lieu of $100,000 of the sales contract price of $650,000. Therefore, the cash consideration for the acquisition of the 512 N Travis property will total $550,000. Though there will be a conveyance of real property owned by the District as a result of this proposed transaction, the conveyance will not result in any proceeds. Instead that value will be rolled into the new property acquired by the District. As a result there will be no proceeds credited to the participating entities as contemplated by Section 6.051(c), Texas Tax

Therefore, the breakdown of the cost of acquiring new District offices is as follows:

Purchase	$ 650,000
Renovation	$1,314,609
Total	$1,964,609
Less Trade Allowance	$ 100,000
Total	$1,864,609

Section 6.051 of the Texas Property Tax Code requires the Chief Appraiser to provide costs of **available alternatives** to the proposal. In this case; the Board has determined that the most likely alternative would be to purchase land and construct a building that meets the International Association of Assessing Officers Standards on Facilities. The Board considered the feasibility study performed by David Baca Studio to determine the cost of new construction. Construction of a building similar to the building located at 512 N Travis would cost $3,399,383. **This is for comparison purposes as an available alternative as outlined in the Property Tax Code.**

Another alternative to the Boards proposal would be to seek financing for a period longer than 20 years. This would reduce the annual payment; but ultimately would extend the years of entity contribution.

The final requirement of Section 6.051 is entity approval. On or before the 30th day after receipt of this notification; the governing body of a taxing unit by resolution may approve or disapprove the proposal. The resolution must be filed with the Chief Appraiser. In short, the governing body will need to approve or disapprove the proposal by resolution within 30 days of receipt of this notification and forward the resolution to the Chief Appraiser.

I have enclosed the Board Resolution, a copy of the architects findings, copies of a sample resolution in support of the Board's decision that can be modified as deemed necessary by the governing body of your entity. In addition I have enclosed Section 6.051 of the Property Tax Code for reference purposes.

In summary, the Board of Directors is asking for your support in this endeavor. **Please file your resolutions within the stated time frame.** Should you have any questions; please feel free to call me or your Board representative.

Respectfully,
Teresa Parsons
Chief Appraiser
Grayson Central Appraisal District
903-893-9673 EXT 126

√

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GRAYSON CENTRAL APPRAISAL DISTRICT

WHEREAS, the **BOARD OF DIRECTORS OF THE GRAYSON CENTRAL APPRAISAL DISTRICT ("the Board")**, exercising its authority under Section 6.051 of the Texas Property Tax Code, wishes to purchase or lease real property.

WHEREAS, a quorum of the Board of Directors of the Grayson Central Appraisal District met in a duly posted, open meeting and adopted the following;

THEREFORE, BE IT RESOLVED that, the Board, upon approval by the governing bodies of the applicable taxing units pursuant to Section 6.051 of the Texas Property Tax Code, intends to acquire real property to serve as the location of the Grayson Central Appraisal District's office. If approved as required by Section 6.051 of the Texas Property Tax Code, the Board intends to purchase the following property:

1. The Board of Directors resolves to purchase the property located at 512 N Travis, Sherman, Texas
2. The Board of Directors resolves to trade the current office at 205 N Travis, Sherman, Texas
3. The Board of Directors resolves to perform the necessary renovations of the property at 512 N Travis
4. The Board of Directors resolves to negotiate request for proposals in accordance with the District's requirements.
5. The Board of Directors resolves that the total purchase package including renovations will not exceed 2,000,000.
6. The Board of Directors resolves to pursue appropriate permanent financing for the project, contingent on the tax units' approval of the purchase as outlined above.

This Resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED this 8 day of FEBRUARY, 2012.

[signature]

Chairman, Board of Directors, Grayson Central Appraisal District

01 February 2012

Estimate of Probable Construction Costs

Cost to Renovate Building	$1,265,000.00
Data/Phone Systems Installation	$60,000.00
Architectural Fees	$50,500.00
Texas Accessibility Review/Inspection Fee	$1,065.00
Replacement Furniture	
21 Cubicle Partitions (used)	$10,500.00
25 'L' Desks & Chairs (used)	$20,000.00
Total Budget for Renovation Project	**$1,407,065.00**

REGISTERED ARCHITECT
DAVID L. BACA
22058
STATE OF TEXAS
01 FEB 2012

01 February 2012

Estimate of Probable Construction Costs

Cost of New Building	$2,909,500.00
Land Purchase Costs	$121,968.00
Parking Lot (76 spaces)	$91,200.00
Data/Phone Systems Installation	$60,000.00
Architectural Fees	$185,150.00
Texas Accessibility Review/Inspection Fee	$1,065.00
Replacement Furniture	
21 Cubicle Partitions (used)	$10,500.00
25 'L' Desks & Chairs (used)	$20,000.00
Total Budget for New Construction Project	**$3,399,383.00**

for comparison only – not for regulatory approval, permitting, or construction.

§ 6.051. Ownership or Lease of Real Property

(a) The board of directors of an appraisal district may purchase or lease real property and may construct improvements as necessary to establish and operate the appraisal office or a branch appraisal office.

(b) The acquisition or conveyance of real property or the construction or renovation of a building or other improvement by an appraisal district must be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members. The board of directors by resolution may propose a property transaction or other action for which this subsection requires approval of the taxing units. The chief appraiser shall notify the presiding officer of each governing body entitled to vote on the approval of the proposal by delivering a copy of the board's resolution, together with information showing the costs of other available alternatives to the proposal. On or before the 30th day after the date the presiding officer receives notice of the proposal, the governing body of a taxing unit by resolution may approve or disapprove the proposal. If a governing body fails to act on or before that 30th day or fails to file its resolution with the chief appraiser on or before the 10th day after that 30th day, the proposal is treated as if it were disapproved by the governing body.

(c) The board of directors may convey real property owned by the district, and the proceeds shall be credited to each taxing unit that participates in the district in proportion to the unit's allocation of the appraisal district budget in the year in which the transaction occurs. A conveyance must be approved as provided by Subsection (b) of this section, and any proceeds shall be apportioned by an amendment to the annual budget made as provided by Subsection (c) of Section 6.06 of this code.

(d) An acquisition of real property by an appraisal district before January 1, 1988, may be validated before March 1, 1988, in the manner provided by Subsection (b) of this section for the acquisition of real property.

Added by Acts 1987, 70th Leg., ch. 55, § 2, eff. Jan. 1, 1988.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. C.2

RESOLUTION NO. 5679
Relating to Greater Texoma Utility Authority Contract Revenue Refunding Bonds, Series 2012A (City of Sherman Project); Approving the Issuance Thereof and the Refunding of Certain Outstanding Bonds of the Authority

Issue
Approving Bond issuance through Greater Texoma Utility Authority (GTUA) for $10,740,000 for a partial refinancing of existing debt

Background
The City constructs most of its major water and sewer improvements with debt issued by GTUA on the City's behalf. This proposed debt issuance relates to refinancing a portion of three previous debt issues through GTUA. This refinancing is being made to take advantage of lower interest rates, which will result in debt service savings of about $986,911, about 9%, or about $110,000 per year for the remaining nine-year term.

Origination
City Council and GTUA

Financial Consideration
Debt service on these bonds will be paid by the City to GTUA in accordance with the Contract for Water Supply and Sewer Service between the two entities. Funds for this contractual debt repayment are generated through the City's water and sewer revenues and have been budgeted.

Staff Recommendation
It is recommended that the resolution be passed as presented.

Alternatives
No viable alternatives can be suggested at this time.

Attachments
GTUA General Manager Jerry Chapman's Letter of June 12, 2012
Final Pricing Summary
Resolution No. 5679
Exhibit A – Bond Purchase Agreement

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE
DENISON, TEXAS 75020-8448
903/786-4433
FAX: 903/786-8211
www.gtua.org

June 12, 2012

Mr. George Olson
City Manager
City of Sherman
PO Box 1106
Sherman, TX 75091-1106

RE: GTUA/Sherman Contract Revenue Refunding Bonds, Series 2012A

Dear George:

Over the past several months, we have been working with Garry Kimball of Specialized Public Finance, Inc., in order to refund the 2002A, 2002B and 2003 GTUA/City of Sherman bond series. Earlier today, bids were received for this proposed refunding. The bids reflect a present value savings of $986,911 or 9%. A final pricing summary is attached for your information and use. Mr. Kimball and I recommend the acceptance of this proposed refunding at these rates.

In order to comply with the Contract between the City of Sherman and the Greater Texoma Utility Authority for Water and Sewer Services, it will be necessary for the Sherman City Council to adopt a resolution approving the adoption of these refunding bonds. It is my understanding that you have scheduled this matter to be considered at the Sherman City Council meeting on June 18th. A copy of the proposed resolution has been provided to your staff. I plan to be present at the meeting and bring an original set of documents for signature, provided the Council acts affirmatively on this request.

Should you have any questions, please contact me and I will attempt to provide any information you require.

Sincerely,

Jerry W. Chapman

Jerry W. Chapman
General Manager

JWC:cc

Attachment

Cc: Bill Johnson, GTUA Board of Directors
George Rowland, GTUA Board of Directors
David Sprowl, GTUA Board of Directors
Robby Hefton, City of Sherman
Garry Kimball, Specialized Public Finance, Inc.
Kristen Savant, Fulbright & Jaworski

Final

Greater Texoma Utility Authority (City of Sherman Projects)
Contract Revenue Bond Refunding Summary

Refunded (Old) Bonds:

		Maturities		*Amount*	*Callable*	*Avg. Coupon*	*Premium*
Contract Revs	Series 2002A	10/1/13-21	$	2,185,000	10/1/2012	3.80%	None
Contract Revs	Series 2002B	10/1/13-21		335,000	10/1/2012	5.63%	None
Contract Rev Ref	Series 2003	10/1/13-20		8,450,000	10/1/2012	4.73%	None
			$	**10,970,000**			

Weighted Average Coupon (All Bonds) **4.57%**

Refunding (New) Bonds:

Final Results	*Orig. Budget:*	*5/23/12 Update:*	*Final*
True Interest Cost	2.31%	2.29%	2.14%
Par Amount of Refunding Bonds	$ 10,705,000	$ 10,665,000	$ 10,740,000
Maturing	10/1/12-21	10/1/12-21	10/1/12-21
Net Debt Service Reduction	$ 901,839	$ 1,032,137	$ 1,104,427
Average Annual Debt Service Reduction (2013-22)	$ 90,184	$ 103,214	$ 110,443
Net Present Value Savings ($)	***$ 795,470***	***$ 919,267***	***$ 986,911***
Net Present Value Savings (% of Refunded Par)	7.25%	8.38%	9.00%

SPECIALIZED PUBLIC FINANCE INC.

RESOLUTION NO. 5679

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE REFUNDING BONDS, SERIES 2012A (CITY OF SHERMAN PROJECT); APPROVING THE ISSUANCE THEREOF AND THE REFUNDING OF CERTAIN OUTSTANDING BONDS OF THE AUTHORITY; 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 Council has heretofore authorized the execution of a certain contract with the Greater Texoma Utility Authority (the "Authority") (formerly the Greater Texoma Municipal Utility District), and has entered into a contract entitled "Contract for Water Supply and Sewer Service" dated as of March 1, 1985 (the "Contract"); and

WHEREAS, under Section 4.15 of the Contract, it is provided that the City shall approve the issuance by the Authority of any bonds that are to be payable (in whole or in part) from certain moneys that the City has contracted to pay under the provisions of the Contract; and

WHEREAS, in connection with the proposed "Greater Texoma Utility Authority Contract Revenue and Refunding Bonds, Series 2012A (City of Sherman Project)" (the "Bonds"), Morgan Keegan & Company, Inc. and First Southwest Company (collectively, the "Underwriters") have agreed, pursuant to a Bond Purchase Agreement between the Underwriters and the Authority, dated as of June 12, 2012 (the "Purchase Agreement"), to purchase the Bonds, and such purchase of the Bonds by the Underwriters and the terms of the Purchase Agreement relating to the City are hereby approved; and

WHEREAS, the City acknowledges that no Notice of Sale relating to the Bonds has been prepared, and the City hereby waives any requirement that a Notice of Sale relating to the Bonds be prepared, because the City has found and determined and hereby finds and determines that it is neither necessary nor advisable for the Authority to prepare a Notice of Sale relating to the Bonds because, insofar as the City is concerned, the Purchase Agreement evidences a "negotiated sale" of the Bonds with the Underwriters and contains sufficient information to accomplish the purposes of a Notice of Sale; and

WHEREAS, the net effective interest rate on the Bonds will not exceed the maximum permitted by law and it is now appropriate for this Council to approve the Purchase Agreement (in lieu of approving a Notice of Sale with respect to the Bonds) as well as the issuance and delivery of the Bonds, the Resolution of the Authority authorizing the Bonds (the "Bond Resolution"), together with the Pricing Certificate, dated June 12, 2012, executed pursuant to the Bond Resolution (the "Pricing Certificate"), and the refunding of a portion of the following bonds (collectively hereinafter referred to as the "Refunded Bonds"), to wit:

(a) Greater Texoma Utility Authority Contract Revenue Bonds, Series 2002A (City of Sherman Project), dated September 15, 2002, scheduled to mature on October 1 in each years of the years 2013 through 2021, aggregating in principal amount of $2,185,000;

(b) Greater Texoma Utility Authority Contract Revenue Bonds, Series 2002B (City of Sherman Project), dated September 15, 2002, scheduled to mature on October 1 in each year of the years 2013 through 2021, aggregating in principal amount of $335,000; and

(c) Greater Texoma Utility Authority Contract Revenue Refunding Bonds, Series 2003 (City of Sherman Project), dated June 1, 2003, scheduled to mature on October 1 of each year of the years 2013 and 2020, aggregating in principal amount of $8,450,000;

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

SECTION 1. That all of the above and foregoing recitals and preambles are found to be true and correct, and made a part of this resolution for all purposes.

SECTION 2. That the use of the proceeds of the Bonds for the refunding of the Refunded Bonds is hereby approved. The Bond Resolution and the Pricing Certificate are approved as to form and content, and the City acknowledges that the payment of principal of and interest on the Bonds is payable, in whole or in part, from payments to be made by the City under and pursuant to the Contract. The City acknowledges and accepts its duties under the Purchase Agreement, the form and content of which is attached hereto as Exhibit A. The City Manager is authorized to execute the certification referred to in Section 8(d)(9) of the Purchase Agreement as well as any other documents or certifications necessary to accomplish the delivery of the Bonds.

SECTION 3. That it is the purpose and intent of the City Council of the City to approve the Bond Resolution, the Pricing Certificate and the refunding of the Refunded Bonds in full accordance with the provisions of the Contract mentioned in the preamble hereof. To the extent required by the Underwriters or the Office of the Attorney General of Texas, the Authority is authorized by this City Council to make changes and revisions to the Bond Resolution and/or the Pricing Certificate from the forms approved by this Resolution in order to expedite the delivery of the Bonds. It is the intent of the City to authorize the Authority to proceed with the refunding of the Refunded Bonds at the earliest possible date.

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

(a) Annual Information. The City will provide to the Authority, no later than March 1 of each year (or such other date as may be agreed to by the City and the Authority, but no later than the sixth month after its fiscal year end), while the City is an "obligated person" under the Rule, the information with respect to the City described in Tables 1 though 8 appearing in the Official Statement and Appendix C to the Official Statement relating to the Bonds. Any financial statements to be provided pursuant to this Section shall be (i) prepared in accordance with the accounting principles described in Appendix C to the Official Statement, (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within such period, then the City shall provide notice to the Authority that the audited financial statements are not available and shall provide unaudited financial information of the type included in the Official Statement for the applicable fiscal year to the Authority by the required time. Thereafter, when and if audited financial statements are available, the City shall provide such audited financial statements as required to the Authority.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the Internet Web site of the Municipal Securities Rulemaking Board ("MSRB") or filed with the United States Securities and Exchange Commission ("SEC").

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

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

(i) Principal and interest payment delinquencies;
(ii) Nonpayment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of the proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax-exempt status of the bonds, or other material events affecting the tax status of the Bonds;
(vii) Modifications to rights of holders of the Bonds, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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

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

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

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

(4) The provisions of this Section may be amended by the City (with the written approval of the Authority) from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by provisions of the Bond Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. If the provisions of this Section are so amended, the Authority shall include with any amended financial information or operating data next provided in accordance with the Bond Resolution an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

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

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

SECTION 6. That the Contract is reapproved in all respects and shall be and remain in full force as the agreement of the parties.

SECTION 7. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

SECTION 8. That this Resolution shall be effective from and after its adoption, and it is so resolved.

PASSED AND APPROVED on this the ________ day of ________________, 2012.

CITY OF SHERMAN, TEXAS

BY: ________________________________
BILL MAGERS, MAYOR

ATTEST:

BY: ________________________________
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ________________________________
BRANDON S. SHELBY,
CITY ATTORNEY

EXHIBIT A

Bond Purchase Agreement

GREATER TEXOMA UTILITY AUTHORITY

$_______
CONTRACT REVENUE REFUNDING BONDS, SERIES 2012A
(CITY OF SHERMAN PROJECT)

BOND PURCHASE AGREEMENT

June ___, 2012

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

City of Sherman, Texas
P.O. Box 1106
Sherman, Texas 75091

Ladies and Gentlemen:

The undersigned, Morgan Keegan & Company, Inc. or its successor in interest (the "Representative" or "Morgan Keegan"), acting on its own behalf and on behalf of the other underwriters listed on Schedule I hereto (collectively, the "Underwriters") and not acting as a fiduciary or agent for the Greater Texoma Utility Authority (the "Issuer"), offers to enter into the following agreement (this "Bond Purchase Agreement") with the Issuer which, upon written acceptance of this offer by the Issuer's Board of Directors, will be binding upon the Issuer and the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 10:00 p.m., Dallas, Texas time, on June ___, 2012, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined herein shall have the meanings set forth in the Resolution (as defined herein) or in the Official Statement (as defined herein).

1. **Purchase and Sale of the Bonds**. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree, jointly and severally, to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters at Closing (as defined herein), all (but not less than all) of the Issuer's $______ Contract Revenue Refunding Bonds, Series 2012A (City of Sherman Project) (the "Bonds"). The Issuer acknowledges that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection therewith and with the discussions, undertakings, and procedures

leading up to the consummation of this transaction, the Underwriters are and have been acting solely as principals and are not acting as the agents or fiduciaries of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters) and the Underwriters have no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, and (iv) the Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate. The Representative has been duly authorized to execute this Bond Purchase Agreement and to act hereunder.

The principal amount of the Bonds to be issued, the dated date therefor, the maturities, interest rates per annum, yields and redemption provisions are set forth in the officer's pricing certificate (the "Pricing Certificate") attached as Schedule II. The Bonds are being issued to refund the "Refunded Obligations" described in the Pricing Certificate. The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of (i) the bond resolution adopted by the Issuer on May 21, 2012 (the "Bond Resolution") and (ii) the Pricing Certificate dated the date of this Bond Purchase Agreement, signed by an authorized representative of the Issuer appointed by the Board of Directors of the Issuer, duly authorized to approve the pricing and terms of sale for the Bonds (collectively, the "Resolution").

The purchase price for the Bonds shall be $________ (representing the par amount of the Bonds of $________, plus/less a net reoffering premium/discount of $________, and less an underwriting discount of $________) plus accrued interest calculated on the basis of a 360-day year of twelve 30-day months, from the dated date of the Bonds to the Closing.

Delivered to the Issuer herewith is the Representative's good faith corporate check payable to the order of the Issuer in the amount of $107,050 (the "Check"). In the event you accept this offer, the Check shall be held uncashed by you until the time of Closing, at which time the Check shall be returned uncashed to the Representative. In the event that the Issuer does not accept this Bond Purchase Agreement, the Check shall be immediately returned to the Representative. Should the Issuer fail to deliver the Bonds at the Closing, or should the Issuer be unable to satisfy the conditions to the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds, as set forth in this Bond Purchase Agreement (unless waived by the Representative), or should such obligations of the Underwriters be terminated for any reason permitted by this Bond Purchase Agreement, the Check shall immediately be returned to the Representative. In the event that the Underwriters fails (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Bonds at the Closing as herein provided, the Check shall be cashed and the amount thereof retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and except as set forth in Sections 4 and 12 hereof, no party shall have any further rights against the other hereunder. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters for their failure to purchase, accept delivery of and pay for the Bonds.

The Representative hereby agrees not to stop payment or cause payment on the Check to be stopped unless the Issuer has breached any of the terms of this Agreement.

The Bonds are to be issued pursuant to the provisions of the legislation creating and defining the powers of the Issuer, Chapter 97, Acts of the 66th Legislature, Regular Session 1979, as amended by Chapter 398, Acts of the 68th Legislature, Regular Session 1983, and Chapter 508, Acts of the 78th Legislature, Regular Session 2003; Chapter 1207, Texas Government Code, as amended, and the Resolution. The Bonds are special obligations of the Issuer payable, both as to principal and interest, solely from and secured by payments to be received by the Issuer from the City of Sherman, Texas (the "Pledged Revenue"), which consists of certain of the revenues to be received under the Contract for Water and Sewer Services dated March 1, 1985 (the "Contract") between the Issuer and the City of Sherman, Texas (the "City"). A portion of the proceeds received by the Issuer from the sale of the Bonds pursuant hereto and certain other funds of the Issuer or the City, if any, shall be deposited with BOKF, NA dba Bank of Texas, as Escrow Agent (the "Escrow Agent"), under and pursuant to the escrow agreement (the "Escrow Agreement") referred to in the Resolution to provide money which, together with cash balances from time to time on deposit in the Escrow Fund (as defined in the Escrow Agreement) will be sufficient to pay the principal of and interest on the Refunded Obligations on the redemption date. The Refunded Obligations are identified in the Pricing Certificate.

2. **Public Offering**. The Underwriters agree to make a bona fide public offering of all the Bonds at prices or yields which do not to exceed the public offering prices or yields set forth on the inside cover of the Official Statement, and may subsequently change such offering prices without any requirement of prior notice. The Underwriters may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices stated on the inside cover of the Official Statement. On or before Closing, the Representative shall certify, in a form prepared by Fulbright & Jaworski L.L.P., Dallas, Texas, bond counsel ("Bond Counsel"), the initial offering prices to the public at which the Underwriters reasonably expected to sell or in fact sold a substantial amount of each stated maturity of the Bonds to the public. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower (or at yields higher) than the public offering prices or yields stated on the inside front cover of the Official Statement.

3. **Official Statement**.

(a) The Issuer previously has delivered, or caused to be delivered, to the Underwriters the Preliminary Official Statement dated May 29, 2012 (the "Preliminary Official Statement") in a "designated electronic format," as defined in the Municipal Securities Rulemaking Board's ("MSRB") Rule G-32 ("Rule G-32"). The Issuer will prepare, or cause to be prepared, a final Official Statement relating to the Bonds, which will be (i) dated the date of this Bond Purchase Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended (the "Rule"), (iii) in a "designated electronic format" and (iv) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, is herein referred to as the "Official Statement." Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient reasonable quantities of the Preliminary Official Statement as the Representative deems necessary to satisfy the obligations of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

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

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

(d) If, after the date of this Bond Purchase Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the

Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as the Representative may from time to time reasonably request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), such amendment or supplement to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Bond Purchase Agreement and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, [or the information provided by Assured Guaranty Municipal Corp. (the "Insurer") regarding the Insurer and its municipal bond insurance policy relating to the Bonds under the caption therein entitled "BOND INSURANCE"]. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(e) The Representative hereby agrees to file, or cause to be filed, the Official Statement (and any amendment or supplement to the Official Statement prepared in accordance with Section 3(d) above) with (i) the MSRB through its Electronic Municipal Market Access ("EMMA") system or (ii) other repositories required from time to time by the SEC (either in addition to or in lieu of the filing referred to in clause (i) above) on or before the date of the Closing. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

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

(1) **Existence; Power; and Authority**. The Issuer is a governmental agency, a political subdivision, and a body politic and corporate of the State of Texas, duly created, existing, and acting under the provisions of Article XVI, Section 59 of the Constitution and by virtue of Chapter 97, Acts of the 66th Legislature, Regular Session 1979, as amended by Chapter 398, Acts of the 68th Legislature, Regular Session 1983, and Chapter 508, Acts of the 78th Legislature, Regular Session 2003 (the "Act"), and has full legal right, power and authority under the Act and under Chapter 1207 of the Texas Government Code (i) to enter

into this Bond Purchase Agreement, (ii) to adopt the Bond Resolution, (iii) to enter into the Escrow Agreement, (iv) to sell, issue and deliver the Bonds to the Underwriters as provided herein, and (v) to carry out and consummate all other transactions described in each of the aforesaid documents and the Official Statement;

(2) **Due Authorization**. By official action of the Issuer on May 29, 2012, the Issuer's Board of Directors duly adopted the Bond Resolution (which is unmodified from its date of adoption and is in full force and effect at the time of the execution hereof) and has duly approved the execution and delivery of this Bond Purchase Agreement and the Escrow Agreement, and has authorized the taking of any and all such actions as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions described in this Bond Purchase Agreement and the Official Statement;

(3) **No Adverse Actions**. At the time of the Issuer's acceptance of this offer by the execution hereof, there is, and on the date of the Closing there will be, no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or known to be threatened against or affecting the existence of the Issuer or the title of its officials to their respective positions, nor to the best of the knowledge of the Issuer is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of the Resolution, this Bond Purchase Agreement, the Escrow Agreement or any agreement or instrument relating thereto, used or contemplated for use in the consummation of the transactions described in the Resolution or this Bond Purchase Agreement;

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

(5) **Binding Obligations**. This Bond Purchase Agreement, the Resolution, and the Escrow Agreement constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms,

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

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

(7) **Financial Statements**. Excerpts from the financial statements of the Issuer contained in Appendix B to the Official Statement present fairly the financial position of the Issuer as of September 30, 2011, and the results of its operations for its fiscal year then ended, and such statements have been prepared in accordance with the format described therein;

(8) **Prohibition Against Incurring Debt**. Except in the ordinary course of business, between the date of this Bond Purchase Agreement and the delivery of the Bonds, the Issuer will not, without the prior written consent of the Representative (which consent shall not be unreasonably withheld), issue bonds, certificates, notes or other obligations for borrowed money secured in the same manner as the Bonds, and between the respective dates as of which information is given in the Official Statement and the date of the delivery of the Bonds, except as described in the Official Statement, the Issuer has not incurred and will not incur any material long-term liabilities (other than in the ordinary course of business);

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

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

(11) **Official Statement**. At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Bond Purchase Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(12) **Official Statement Supplement or Amendment**. If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Bond Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

5. **Representations and Warranties of the City**. The City hereby represents and warrants to and covenants with the Underwriters that:

(1) The City is Home Rule City, a governmental agency, a political subdivision, and a body politic and corporate of the State, duly created and validly existing under the Constitution, the laws of the State, and has full legal right, power and authority pursuant to the Constitution and laws of the State, and at the date of the Closing will have full legal right, power and authority to (i) enter into and perform its obligations under this Bond Purchase Agreement and the Contract, and (ii) to consummate the transactions described in such instruments and the Official Statement, and the City has complied in all material respects with all provisions of applicable law in all matters relating to such transactions;

(2) By all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Bonds by the Issuer upon the terms set forth herein and in the Official Statement; (ii) the approval of the Official Statement (with respect to the information contained therein relating to the City); and (iii) the execution, delivery, and performance or receipt, as appropriate, of this Bond Purchase Agreement, the Contract, and any and all such other agreements and documents as may be required to be executed, delivered, and performed or received by the City in order to carry out, give effect to and

consummate the transactions described herein, in the Bonds and in the Official Statement;

(3) The City's resolution approving the sale of the Bonds and the refunding of the Refunded Obligations (the "City Resolution") is and, on the date of Closing, will be in full force. The City Resolution is and, on the date of the Closing, will be the legal and valid act of the City, and, assuming due authorization, execution, and delivery of such instruments by the other parties thereto and their authority to perform such instruments, this Bond Purchase Agreement and the Contract are and, on the date of Closing, will be the legal, valid and binding agreements of the parties thereto, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights;

(4) The City is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree that would have a material adverse effect upon the operations or financial condition of the City; or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the City under any of the foregoing; and the execution and delivery of the City Resolution and compliance with the provisions on the City's part contained therein will not conflict with or constitute a breach of or default under any constitutional provision, law or administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is otherwise subject or under the terms of any such law, regulation or instrument, except as provided by the City Resolution;

(5) There is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the City, threatened against the City, affecting the existence of the City or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of Pledged Revenues or in any way contesting or affecting the validity or enforceability of the Bonds, the Contract, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes, or contesting in any material way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the City or any authority for the issuance of the Bonds, the adoption of the City Resolution or the execution and delivery of this Bond Purchase Agreement, nor, to the best knowledge of the City, is there any basis therefor, wherein an

unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds;

(6) The information contained in the Official Statement under the headings "THE CONTRACT" and "THE CITY OF SHERMAN WATERWORKS AND SEWER SYSTEM," and the information contained in Appendix A do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(7) The financial statements of, and other financial information regarding, the City in the Official Statement fairly present the financial position, results of operations and condition of the City as of the dates and for the periods therein set forth, and there has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the City since the dates of such statements and information;

(8) The City is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the City, would have a materially adverse effect on the financial condition of the City;

(9) Except in the ordinary course of business, prior to the Closing the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by the Pledged Revenues without the prior written approval of the Representative;

(10) Any certificate, signed by any official of the City authorized to do so in connection with the transactions described in this Bond Purchase Agreement, shall be deemed a representation and warranty by the City to the Underwriters as to the statements made therein;

(11) The City covenants that, between the date hereof and the date of the Closing, it will take no action which will cause the representations and warranties made in this Section to be untrue as of the date of the Closing; and

(12) To the best of the knowledge and belief of the City, the Official Statement contains information, including financial information on operating data, concerning every entity, enterprise, fund or account of the City that is material to an evaluation of the offering of the Bonds.

By delivering the Official Statement to the Underwriters, the City shall be deemed to have reaffirmed, with respect to the Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

6. **Delivery of, and Payment for, the Bonds**. At or before 10:00 a.m., Dallas, Texas time, on July 10, 2012, or on such other date as may be mutually agreed upon by the Issuer and

the Representative (the "Closing"), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to BOKF, NA dba Bank of Texas, Dallas, Texas (the "Paying Agent/Registrar"), as the entity appointed by the Issuer and agreed to by the Underwriters to make delivery of the Bonds, duly executed and authenticated, together with the other documents hereinafter mentioned, and the Paying Agent/Registrar, subject to the terms and conditions hereof, will accept such delivery and the Underwriters will pay the purchase price of the Bonds as set forth in Section 1 of this Bond Purchase Agreement in immediately available funds by wire transfer to the account of the Issuer as indicated by the Paying Agent/Registrar. Payment for the Bonds as aforesaid shall be made at the offices of the Paying Agent/Registrar or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

Delivery of the Bonds in definitive form shall be made through the book-entry-only system of DTC. The Bonds shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity in the aggregate principal amount of such stated maturity, registered in the name of Cede & Co., all as provided in the Resolution, and shall be made available to the Representative at least one (1) business day before the Closing for the purpose of inspection.

7. **Survival of Representations and Warranties**. Unless otherwise set forth herein, the representations and agreements in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriters and shall survive the delivery of the Bonds hereunder.

8. **Certain Conditions to Underwriters' Obligations**. The Underwriters have entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Underwriters' obligation hereunder to purchase, accept delivery of and pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations hereunder and under such documents and instruments at or prior to the Closing and shall also be subject to the following conditions, any one or more of which may be waived by the Representative:

(a) **Continued Full Force and Effect of Documents**. That at the time of the Closing, the Resolution, the Official Statement and all related actions of the Issuer with respect to the issuance of the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Representative;

(b) **No Default in Payment of Debt Service**. That the Issuer shall not currently be in default with respect to the payment of principal of or interest on any of its outstanding obligations for borrowed money secured by the Pledged Revenues;

(c) **Agreement to Provide Continuing Disclosure of Information**. That the Issuer shall have agreed to provide certain periodic information and notices of certain events in accordance with the Rule as in effect as of the date of Closing as described in the Official Statement under "CONTINUING DISCLOSURE OF INFORMATION." The Representative acknowledges that it has received a copy of the Resolution in which an undertaking by the Issuer has been made to provide such information and notices, and it has reviewed the undertaking made by the Issuer in the Resolution.

(d) **Documents to be Received by the Underwriters**. That, at the Closing, the Representative shall receive a copy of the transcript of proceedings relating to the authorization and issuance of the Bonds, including each of the following documents:

(1) **Resolution**. The Bond Resolution, certified on behalf of the Issuer as having been duly adopted and in full force and effect, and the Pricing Certificate, each with such supplements or amendments thereto as may have been agreed to by the Representative;

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

(3) **City Resolution**. An executed copy of the City Resolution, certified by the City as being in full force and effect;

(4) **Bond Counsel Opinion**. An approving opinion, dated the date of Closing, of Bond Counsel, Fulbright & Jaworski L.L.P., Dallas, Texas, in substantially the form set forth in APPENDIX D to the Official Statement;

(5) **Bond Counsel's Supplemental Opinion**. A supplemental opinion of Bond Counsel, addressed to the Issuer and the Underwriters substantially to the effect that:

(i) the Bond Resolution has been duly adopted by the Issuer and the Pricing Certificate has been duly executed by the Pricing Officer pursuant to the Bond Resolution, and both of the foregoing documents are in full force and effect;

(ii) the Bonds are exempted securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the "1933 Act"), and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Resolution under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"); and

(iii) Bond Counsel has reviewed the statements and information appearing in the Official Statement under the captions and subcaptions "PLAN OF FINANCING – Refunded Obligations," "THE BONDS" (excluding the information under the subcaptions "Book-Entry-Only System" and "Bondholders' Remedies"), "SELECTED PROVISIONS OF THE BOND RESOLUTION," "TAX MATTERS," "CONTINUING DISCLOSURE OF INFORMATION" (other than the subcaption

"Compliance with Prior Undertakings"), "OTHER INFORMATION – Legal Opinions" (except for the third paragraph thereof), "OTHER INFORMATION – Registration and Qualification of Bonds for Sale" and "OTHER INFORMATION – Legal Investments and Eligibility to Secure Public Funds in Texas," and Bond Counsel is of the opinion that the statements and information contained therein fairly and accurately summarize the provisions of the Bonds and the Resolution and are correct as to matters of law; such opinion also shall contain a provision to the effect that the opinion referred to in subparagraph (4) above may be relied upon by the Underwriters to the same extent as if such opinion were addressed to them;

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

(7) **Counsel to the Underwriters' Opinion**. An opinion, dated the date of the Closing and addressed to the Underwriters, of Bickerstaff Heath Delgado Acosta LLP, Austin, Texas ("Counsel to the Underwriters"), to the effect that:

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

(ii) based upon their participation in the preparation of the Official Statement as Counsel for the Underwriters and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding DTC and its book-entry system, in each case as to which no view need be expressed);

(8) **Issuer's Closing Certificate**. A certificate, dated as of the date of Closing from the Issuer, executed by the President of the Board of Directors or other duly authorized official of the Issuer, acting in his or her official capacity, to the effect that (i) the representations, warranties and covenants of the Issuer contained herein are true and correct in all material respects on and as of the date of the delivery of the Bonds, with the same effect as if made on the date of the delivery of the Bonds; (ii) no litigation is pending, or to the best of such official's knowledge and belief, threatened in any court in any way affecting the existence of the Issuer or the titles of its officials to their respective positions, or seeking to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues from the City, including for payments on the Bonds, pursuant to the Resolution, and the collection of the revenues pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the information regarding the Issuer contained in the Preliminary Official Statement or the Official Statement, or contesting the powers of the Issuer or its authority with respect to the Bond Purchase Agreement; (iii) the Bond Purchase Agreement is a valid, legal and binding obligation of the Issuer and has not been amended, modified, supplemented, or repealed, except as may have been agreed to by the Representative, and is in full force and effect; and (iv) there has been no material adverse change in the financial condition of the Issuer from the annual financial report included in Appendix B to the Official Statement;

(9) **City's Closing Certificate**. A certificate, dated the date of the Closing, of an appropriate official of the City to the effect that (i) no litigation or proceeding against the City is pending or, to his or her knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (A) contest the title of the present members of the governing body of the City and officers of the City to their respective offices, (B) contest the due organization and valid existence of the City, (C) adversely affect or contest the validity, due authorization, execution or performance of the System, or (D) attempt to limit, enjoin or otherwise restrict or prevent the City from functioning and collecting revenues for the purpose of making payments under the Contract, or the anticipated receipt of such revenues; (ii) the System condensed operating statement contained in the Official Statement fairly and accurately presents a condensed version of the operating position of the waterworks and sewer system of the City as of the dates and for the periods therein set forth, and there has not been a material adverse change in such condensed operating statement of the City since September 30, 2011, the latest date as of which such condensed operating statement for the City is available; (iii) the City is in compliance with its obligation to provide certain operating and financial information pursuant to the City's continuing disclosure agreement, as set forth in the City Resolution;

(10) **Attorney General's Opinion**. The approving opinion of the Attorney General in respect of the Bonds;

(11) **Comptroller's Registration Certificate**. The registration certificate of the Comptroller in respect of the Bonds;

(12) **[Financial Guaranty Insurance Policy**. A copy of the financial guaranty insurance policy (the "Financial Guaranty Insurance Policy") insuring the payment of the principal and interest on the Bonds, issued by the Insurer, together with an opinion of counsel to the Insurer, in form and substance satisfactory to the Representative;]

(13) **[Certificate of Insurer.** A certificate of the Insurer with respect to the accuracy of statements contained in the Official Statement regarding the Financial Guaranty Insurance Policy and the Insurer and the due authorization, execution, issuance and delivery of the Financial Guaranty Insurance Policy;]

(14) **Rating Letters**. Evidence of ratings of Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business, of "____" on the Bonds, [in reliance upon the issuance of the Financial Guaranty Insurance Policy by the Insurer,] and that all such ratings are in effect as of the date of the Closing;

(15) **Escrow Agreement**. The Escrow Agreement having been duly executed by the Issuer and the Escrow Agent;

(16) **Sufficiency Certificate**. Evidence satisfactory to the Representative that the funds scheduled to be deposited with the Escrow Agent for the Refunded Obligations will be set aside and held for the purpose of and will be sufficient to pay the remaining principal, premium, if any, and interest on the Refunded Obligations from the date of the Closing to the date of redemption of the Refunded Obligations; and

(17) **Additional Certificates, Instruments and Opinions**. Such additional certificates, instruments or opinions as Bond Counsel or Counsel to the Underwriters may reasonably deem necessary or desirable to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer; and

(e) **Performance of Obligations**. That the Issuer shall perform or have performed in all material respects at or prior to the Closing all of the Issuer's obligations required under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing.

All certificates, instruments, opinions and documents referred to above shall be in form and substance reasonably satisfactory to Bond Counsel and Counsel to the Underwriters.

If the Issuer should be unable to satisfy the conditions to the obligation of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted hereby, this Bond Purchase Agreement shall terminate and neither the Underwriters nor the Issuer shall be under further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 1 (with respect to the Check), 4, 12 and 14 hereof shall continue in full force and effect.

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

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds or the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions described herein, or any other action or events shall have occurred which, in the reasonable judgment of the Representative, materially adversely affects the market for the Bonds or the market price generally of obligations of the general character of the Bonds;

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

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

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

(e) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon), or the validity or enforceability of the collection of the Pledged Revenue to pay principal of and interest on the Bonds;

(f) any event shall have occurred, or information shall have become known which, in the reasonable judgment of the Representative, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

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

(h) there shall have occurred (whether or not foreseeable) any (a) new material outbreak of hostilities involving the United States (including, without limitation, an act of terrorism) or (b) new material other national or international calamity or crisis including, but not limited to, an escalation of hostilities that existed prior to the date hereof, or (c) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States;

(i) any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement, and the Issuer has failed to amend or supplement the Official Statement in compliance with this Bond Purchase Agreement;

(j) there shall have occurred any downgrading, or any published notice shall have been given of (A) any intended or potential downgrading or (B) any review or possible change that does not indicate a possible upgrade, in the rating accorded any of the Issuer's obligations secured in a like manner as the Bonds (including the rating to be accorded the Bonds) by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the 1933 Act; and

(k) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission and such prohibition is not the result of the Underwriters' acts or failure to act.

With respect to the condition described in subparagraph (k) above, the Underwriters are not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Bond Purchase Agreement which would permit the Representative to invoke the Underwriters' termination rights hereunder.

10. **Receipt For Bonds**. At the Closing, contemporaneously with the receipt of the Bonds by the Underwriters, the Representative will deliver to the Issuer a receipt therefor, in form satisfactory to Bond Counsel, signed by the Representative.

11. **Reproduction of Bond Counsel's Opinion on the Bonds**. The opinion of Bond Counsel as described in Section 8(d)(4) may be reproduced on the Bonds.

12. **Payment of Expenses**. The Underwriters shall have no obligation to pay and the Issuer shall pay any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to: (a) the cost of the preparation and printing of the Bonds, if any; (b) the fees, if any, for bond ratings; (c) the fees and disbursements of Bond Counsel, the Financial Advisor, the Paying Agent/Registrar, the Escrow Agent and of any other engineers, accountants and other experts, consultants or advisors retained by the Issuer; (d) the costs of preparing, printing, posting in electronic format and mailing the Preliminary Official Statement and the Official Statement; (e) any legally required publication expenses; (f) the cost of any premium for any municipal bond insurance policy directed by the Issuer to be purchased by the Issuer, if any; (g) the out-of-pocket expenses, including the cost of travel, of any officials of the Issuer; (h) the Attorney General's review fee; and (i) any other expenses mutually agreed to by the Issuer and the Underwriters to be reasonably considered expenses of the Issuer which are incident to the transactions described herein.

The Underwriters shall pay (i) the cost of preparation and printing of this Bond Purchase Agreement, the Blue Sky Survey and Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by them in connection with the public offering of the Bonds, including the fees and disbursements of Counsel to the Underwriters.

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

Company, Inc., 5959 Sherry Lane, Suite 1900, Dallas, Texas 75225, Attention: Tom Oppenheim.

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

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

16. **Governing Law**. THIS BOND PURCHASE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

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

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

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

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

21. **Miscellaneous**. On April 2, 2012, Raymond James Financial, Inc. ("*RJF*"), the parent company of Raymond James & Associates, Inc. ("*Raymond James*"), acquired all of the stock of Morgan Keegan from Regions Financial Corporation. Morgan Keegan and Raymond James are each registered broker-dealers. Both Morgan Keegan and RJA are wholly owned subsidiaries of RJF and, as such, are affiliated broker-dealer companies under the common control of RJF, utilizing "Raymond James | Morgan Keegan" as their trade name. It is anticipated that the businesses of Raymond James and Morgan Keegan will be combined. The

obligations of the Issuer and Morgan Keegan under the provisions of this Bond Purchase Agreement shall not be affected by such combination.

Morgan Keegan has entered into a distribution arrangement with Raymond James for the distribution of the Bonds at the original issue prices. Such arrangement generally provides that Morgan Keegan will share a portion of its underwriting compensation or selling concession with Raymond James.

[*Execution Page Follows.*]

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

Respectfully submitted,

MORGAN KEEGAN & COMPANY, INC., or its successor in interest, as Representative of the Underwriters identified on Schedule I hereto

By: ______________________
Name: ______________________
Title: ______________________

APPROVED AND ACCEPTED ON THIS THE ________ DAY OF ____________, 2012, AT ________ A.M./P.M.:

GREATER TEXOMA UTILITY AUTHORITY

By: ______________________
Name: ______________________
Title: ______________________

CITY OF SHERMAN, TEXAS

By: ______________________
Name: ______________________
Title: ______________________

SCHEDULE I

LIST OF UNDERWRITERS

Morgan Keegan & Company, Inc.

First Southwest Company

SCHEDULE II

PRICING CERTIFICATE

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. C.3

**** RESOLUTION NO. 5680***
Authorizing Execution of a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the 2012 Head Works Lift Station Study

Issue
To consider a contract for professional engineering services with Freeman-Millican, Inc. for a study to evaluate options for improvements to the Head Works of the Lift Station at the City's Wastewater Treatment Facility

Background
The current Capital Improvement Program contains a project to evaluate options for improving the Head Works Lift Station at the City's Wastewater Treatment Facility.

Origination
Utilities Administration, Department #710

Financial Consideration
The fee for the study portion of the project will be a lump sum of $87,940.00. The fee for the design portion of the project will be negotiated based upon the recommended alternative. This project is funded through the Greater Texoma Utility Authority.

Staff Recommendation
It is recommended that the contract for professional engineering services with Freeman-Millican, Inc. for the 2012 Head Works Lift Station Study be approved.

Alternatives
As may be directed by the City Council

Attachments
Resolution No. 5680
Contract for Professional Engineering Services

Prepared by:
Mark Gibson, Director of Engineering and Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5680

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE 2012 HEAD WORKS LIFT STATION STUDY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Engineering Services Agreement with Freeman-Millican, Inc. for the 2012 Head Works Lift Station Study to be approved in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of ________________, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

BY: ______________________________
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY, CITY ATTORNEY

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the CITY OF SHERMAN, a Home-Rule Municipality, organized and existing under the laws of the state of Texas, hereinafter referred to as "City", and, Freeman-Millican, Inc. hereinafter referred to as "Engineer", to be effective upon the date indicated below.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to develop the wastewater treatment plant **2012 Head Works Lift Station Study** and to perform other related engineering services in connection with the **study** in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. **Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

2. **Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "1", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.

3. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.

4. **Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibit "1.

5. **Access To The Site**.. City agrees to provide access to the Project area necessary for Engineer to complete his work.

6. **Insurance.** Engineer agrees to procure the following insurance:

a. Workers' Compensation as required by law.

b. Professional Liability Insurance in an amount not less than $1,000,000 in the aggregate.

c. Comprehensive General Liability and Property Damage Insurance with minimum limits of $1,000,000 for injury or death of any one person, $1,000,000 for each occurrence, and $1,000,000 for each occurrence of damage to or destruction of property.

d. Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of $1,000,000 for injury or death of any one person, $1,000,000 for each occurrence, and $1,000,000 for property damage.

e. The Engineer shall include the City as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the City before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the City and only after the City has been provided with written notice of such Change in Coverage, such notice to be sent to the City either by hand delivery to the City Manager or by certified mail, return receipt requested, and received by the City no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this Contract. Engineer shall furnish City with Certificates of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect.

7. **Indemnity and Duty to Defend.**

a. Engineer shall release, defend, indemnify and hold city and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom engineer is legally responsible. This agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to Governmental immunity that would otherwise be available to the city against claims arising from the exercise of governmental powers and functions.

b. Engineer is expressly required to defend the City against all Claims for which the City becomes liable. In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such a right is expressly waived by City in writing by the City Manager, approved by the City Attorney, and properly authorized by the City's Council. City reserves the right to provide a portion or its own entire defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to defend the City or as a waiver of Engineer's obligation to indemnify the City pursuant to this Contract. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Engineer fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City in defense of Claims for which Engineer is liable under this paragraph.

c. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the City under Texas law, and any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. **Independent Contractor.** Engineer is an independent contractor and not an officer, agent, servant or employee of City. Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

9. **Assignment and Subletting.** The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

10. **Contract Termination.** The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination. In the event this Agreement is terminated, the City shall have the option of entering into an Agreement with another party for the completion of the work.

11. **Ownership of Documents.** Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefore for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Paragraph 10, Engineer will revise drawings, if necessary, and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. Engineer also acknowledges that such information shall become subject to the Public Information Laws of this State and that Engineer agrees to waive any copyright claims to the information once the information is submitted to the City.

12. **Complete Contract.** This Agreement, including Exhibit "1", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. To the extent that any of the provisions in Exhibit "1" conflicts with this Agreement, the provisions in the Agreement control over the provisions in the exhibit(s). This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

13. **Mailing of Notices.** Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Director of Utilities & Engineering
City of Sherman
P.O. Box 1106
Sherman. TX. 75090

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Richard Dormier
Freeman-Millican, Inc.
12225 Greenville Ave., Suite 121 Dallas,
Texas 75243

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

14. **Miscellaneous.**

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

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

c. Venue/Governing Law. The parties agree that the laws of the State of Texas shall govern this Agreement. Exclusive venue shall lie in Grayson County, Texas.

d. Successors and Assigns. City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

e. Severability. In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

f. Effective Date. This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

BY ______________________
George Olson
City Manager

DATE ______________________

ENGINEER:
Freeman-Millican, Inc.

BY Richard Dormier
Richard Dormier, P.E.
Vice President

DATE 5/29/12

APPROVED AS TO FORM:

____
Brandon S. Shelby, City Attorney

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER to develop a HEAD Works Lift Station Study. The Study will include new and rehab lift station options with related cost estimates. Also included is an evaluation of the wastewater treatment plant electrical load and capacity.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services and customary architectural services incidental thereto.

1.2 The scope of services is out lined in the attached EXHIBIT "A".

SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall:

2.1 Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

SECTION 3 - PAYMENTS TO ENGINEER

3.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

3.1.1 For Head Works Lift Station Study Services

OWNER shall pay ENGINEER monthly for Study Services rendered based on a lump sum amount of $87,940.00.

3.1.2

SECTION 4- GENERAL CONSIDERATIONS

4.1 REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

5.1 The following Exhibits are attached to and made a part of this Exhibit "A":

5.1.1 Exhibit "A" – SCOPE OF SERVICES

Exhibit "A"

2012 Wastewater Treatment Plant Head Works Lift Station Study

Scope of Services

Review influent flows and establish design capacity
Review and confirm with City
Review hydraulics and size pumps
Develop approximately 25 11 x 17 plant electrical 1 line updated drawings
Develop electrical load drawing sheet
Relate existing plant electrical load to capacity
Determine lift station electrical upgrade & projected plant electrical loading
Determine needed switchgear upgrade
Relate capacity of 3 force mains to needed capacity and size force main to basins
Review condition of force mains & aeration basin 48" overflow line
Layout electrical upgrade and #4 force main to basins
Draft electrical upgrade and #4 force main report
Review and confirm with City

Option 1- Replace Lift Station with new adjacent Lift Station
Review plans & facilities for adjacent space and feasibility
Determine mechanical, piping and electrical layout with rectangular wet well
Layout replacement lift station with rectangular wet well and electrical near maintenance building
Determine mechanical, piping and electrical layout with precast wet well
Layout replacement lift station with multiple round wet wells
Preliminary structural analysis of replacement lift station
Revise layout and draft option 1 report
Estimate option 1 cost with precast and rectangular wet wells

Option 2 - Add adjacent lift station for average flow and rehab. Existing lift station for peaks flows
Determine new lift station mechanical, piping and electrical requirements
Determine exist lift station mechanical, piping and electrical modifications
Layout adjacent lift station and existing lift station modifications with electrical near maintenance building
Preliminary structural analysis of adjacent lift station and existing lift station modifications
Revise layout and draft option 4 report
Estimate options 2

Quality assurance review of report and draft preliminary report
Review preliminary report with City
Final report with City comments and delivery 4 copies of report

Cost estimates for all options will include estimated cost for electrical upgrade and 4th force main to sludge dewatering basins.

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. C.4

RESOLUTION NO. 5681

Authorizing Execution of an Agreement with Larry Scruggs for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 816 East Pecan Street

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 816 East Pecan Street.

Background

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the designated zone for residential tax abatements.

Origination

Larry Scruggs, Applicant; Ron Barton, Cupid Homes, General Contractor

Financial Consideration

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately $448.00 annually.

Staff Recommendation

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5681
Residential Tax Abatement Agreement
Application
Warranty Deed
Site Plan
Photo
Building Permit Application
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5681

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH LARRY SCRUGGS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 816 EAST PECAN STREET; 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 receipt of a fully-executed agreement from Larry Scruggs and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Larry Scruggs for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 816 East Pecan Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

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 ________________, 2012.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: ______________________________
LINDA ASHBY, CITY CLERK

BY: ______________________________
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **LARRY SCRUGGS**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5571) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2012, and continuing for tax years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2012, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2012	100%
2013	100%
2014	100%
2015	100%
2016	100%
2017	100%
2018	80%
2019	60%
2020	40%
2021	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 816 East Pecan Street, Sherman, Texas, and as more particularly described by the following:

BEING all of Lots 13R and 14R of the Replat of Lots 13, 14, 15 and part of 16 in Block 13, and Lots 22, 23 and 24 in Block 18 of Chaffin's First Addition.

V.

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 205 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman	Larry Scruggs
P.O. Box 1106	1024 E. Pecan
Sherman, Texas 75091-1106	Sherman, Texas 75090
(903) 892-7200	(903) 816-3580

Copy to: Grayson Appraisal District
205 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of __________________________, 2012.

CITY: **CITY OF SHERMAN, TEXAS**	**OWNER:** **LARRY SCRUGGS**
BY: ______________________________ **GEORGE OLSON** **CITY MANAGER**	**BY:** ______________________________ **LARRY SCRUGGS**

ATTEST:

BY: ______________________________
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: ______________________________
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND and seal of office this _____day of _________, 2012 A.D.

____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: LARRY SCRUGGS

Mailing Address: 1024 E PECAN

Telephone Number: SHERMAN TX 75090

Contact (if different than owner):

Name: LARRY SCRUGGS

Mailing Address: SAME

Telephone Number: 903-816 3540

Property:

Physical Address: 816 E. PECAN

Summary Legal Description: Lot: 13R 14R 16 Block: 13 Addition: CHAFFINS

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ✓ Remodeling: ______

Estimated Value of Improvements: 140,000

Estimated Date of Start of Construction: 6-7-12

Estimated Date of Completion of Project: 9-7-12

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): Larry Scruggs Date: 6-7-12

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WARRANTY DEED WITH VENDOR'S LIEN

DATE: March 7, 2003

GRANTOR: ROGER F. MUDGETT, a single person
address 223 N. Willow, Sherman, Grayson County, Texas, 75090

GRANTEE: LARRY SCRUGGS
address: 816 E. Pecan, Sherman, Grayson County, Texas 75090

CONSIDERATION:
For and in consideration of the sum of Ten and No/100ths Dollars ($10.00) and other good and valuable consideration to the undersigned paid, the receipt and sufficiency of which is hereby acknowledged, and the further consideration being the execution and delivery by Grantee of his one certain promissory note of even date in the principal amount of SEVEN THOUSAND and No/100ths Dollars ($7,000.00), payable to the order of Roger F. Mudgett, at Sherman, Grayson County, Texas, and bearing interest at the rate specified therein and providing for acceleration of maturity in the event of default and for attorneys fees as allowed therein, said note being secured by a vendor's lien retained herein upon the herein described property and being additionally secured by Deed of Trust of even date upon the therein described property to MARGARET GRYNWALD, TRUSTEE, and recorded in the Official Public Records of Grayson County, Texas.

PROPERTY (including improvements):
Being LOTS 13R and 14R of the Replat of Lots 13, 14, 15 and part of 16 in Block 13, and Lots 22, 23 and 24 in Block 18 of CHAFFIN'S FIRST ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 11 at page 3 of the Plat Records, Grayson County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTIES:
All presently valid restrictions, reservations, covenants, conditions, rights-of-way, easements, mineral leases, and royalty and mineral conveyances now outstanding and of record, if any, in Grayson County, Texas, affecting the herein described property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors

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and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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The vendor's lien against and superior title to the property are hereby retained until said note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

> Roger F. Mudgett

ROGER F. MUDGETT

State of Texas

County of Grayson

This instrument was acknowledged before me on the 10th day of March, 2003, by Roger F. Mudgett.

LORIE NAVE
Notary Public
STATE OF TEXAS
My Commission
Expires 08/05/2006

> Lorie Nave

Notary Public, State of Texas

0006801

OR 03414 00352

Filed for Record in:
Grayson County

On: Mar 11,2003 at 03:53PM

As a
Recordings

Document Number: *0006801*

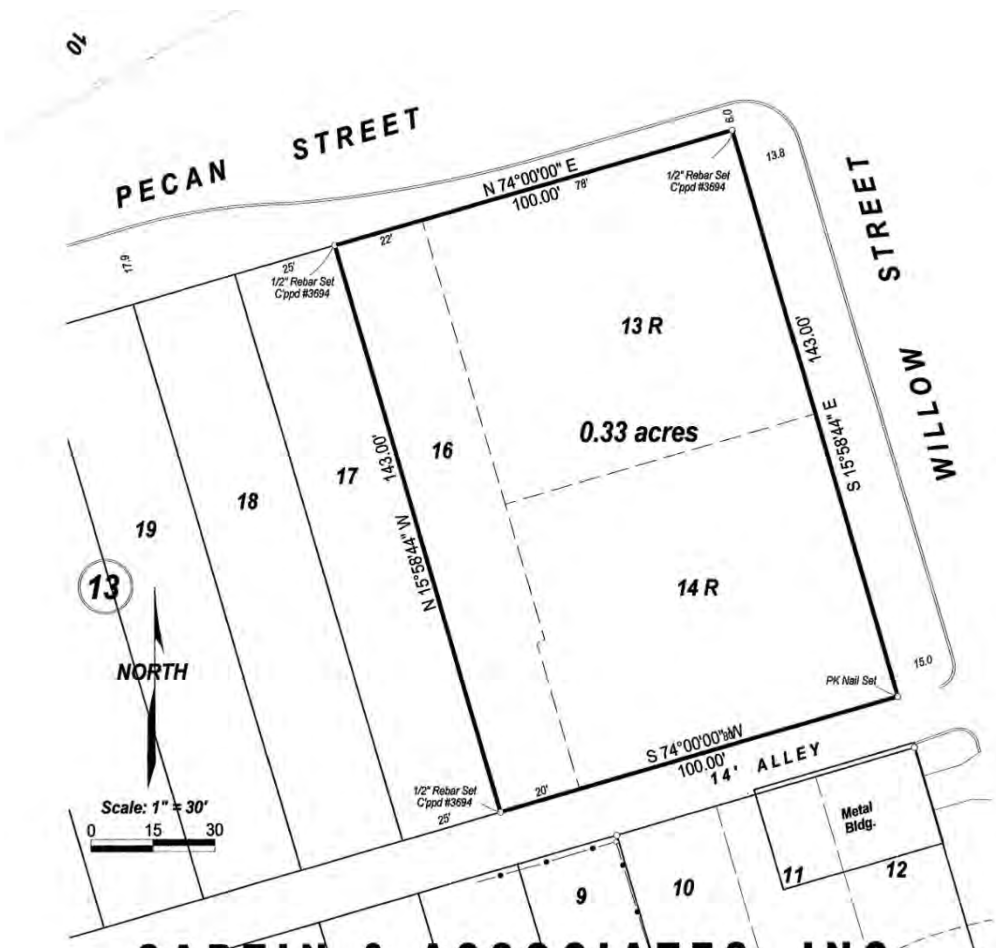
Amount *13.00*

Receipt Number - 135009
By,
LINDA PIERCE

STATE OF TEXAS COUNTY OF GRAYSON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Grayson County
as stamped hereon by me.

Mar 11,2003

Wilma Blackshear Bush, County Clerk
Grayson County



SARTIN & ASSOCIATES, INC.

Registered Professional Land Surveyors

109 S. Travis, P. O. Box 1843 Sherman, Texas 75091 - 1843
Ph.: (903) 892-8003 Fax: (903) 868-2970 Email - msartin@geecisp.com

SURVEY FOR: CUPID HOMES

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 16th day of April, 2012 of the following described property:

(LEGAL DESCRIPTION ATTACHED)

That this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.

Marshall Sartin R.P.L.S. # 3694

CUPID13-16.pcs

SARTIN & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS

P.O. Box 1843 * 109 S. Travis * Sherman, Texas 75091-1843
Phone (903) 892-8003 * Fax (903) 868-2970 * Email – msartin@gcecisp.com

SITUATED in the County of Grayson, State of Texas, being a part of Lot SIXTEEN (16) in Block THIRTEEN of CHAFFINS FIRST ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 26, Page 49, Deed Records, Grayson County, Texas, being all of Lots 13R and 14R of the REPLAT OF LOTS 13, 14, 15 AND PART OF LOT 16, BLOCK 13 AND LOTS 22, 23 AND 24, BLOCK 18, CHAFFINS FIRST ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 11, Page 23, Plat Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a set ½ inch capped rebar stamped SARTIN-3694 for the Northeast corner of said Lot 13R at the intersection of the South line of Pecan Street with the West line of Willow Street;

THENCE South 15 deg. 58 min. 44 sec. East, with the West line of said Willow Street, the East line of said Lots 13R and 14R, a distance of 143.00 feet to a set ½ inch capped rebar stamped SARTIN-3694 for the Southeast corner of said Lot 14R, at the intersection of the West line of said Willow Street with the North line of a 14 foot wide alley;

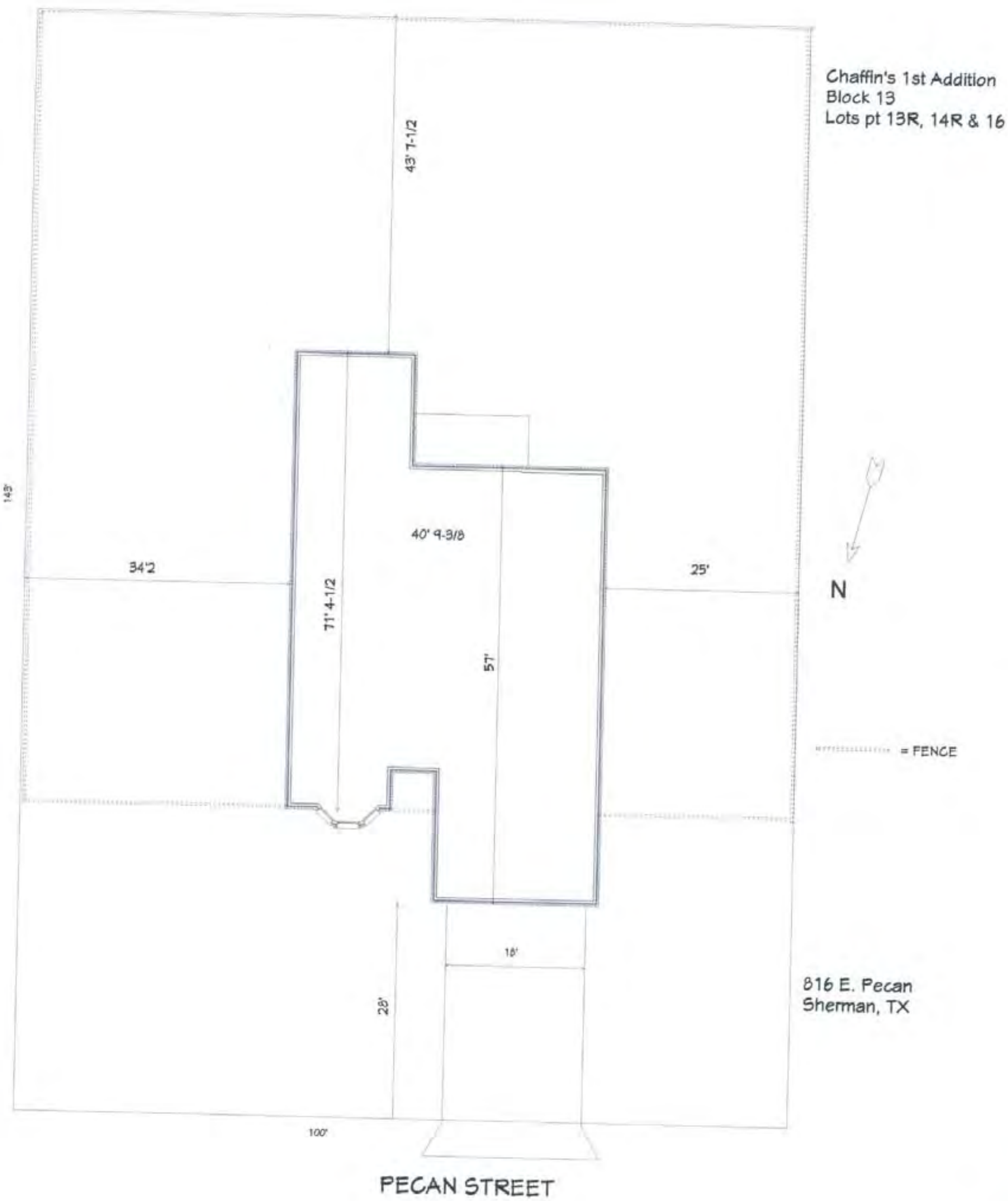
THENCE South 74 deg. 00 min. 00 sec. West, with the North line of said alley, the South line of said Lot 14R, at a distance of 80 feet passing its Southwest corner on the South line of said Lot Sixteen and continuing with the South line of said Lot Sixteen for a total distance of 100.00 feet to its Southwest corner, the Southeast corner of Lot Seventeen in said Block Thirteen;

THENCE North 15 deg. 58 min. 44 sec. West, with the West line of said Lot Sixteen, the East line of said Lot Seventeen, a distance of 143.00 feet to the Northwest corner of said Lot Sixteen, the Northeast corner of said Lot Seventeen, on the South line of said Pecan Street;

THENCE North 74 deg. 00 min. 00 sec. East, with the South line of said Pecan Street, the North line of said Lot Sixteen, at a distance of 22 feet passing its Northeast corner, the Northwest corner of said Lot 13R and continuing with the North line of said Lot 13R for a total distance of 150.00 feet to the **PLACE OF BEGINNING** and containing **0.33 ACRES OF LAND** more or less...

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 16 th day of April, 2012, and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying and is subject to all easements of record that may affect said property

Marshall Sartin, R.P.L.S. # 3694


Chaffin's 1st Addition
Block 13
Lots pt 13R, 14R & 16
43' 7-1/2
143'
40' 9-3/8
34'2
25'
N
71' 4-1/2
57'
= FENCE
18'
816 E. Pecan
Sherman, TX
28'
100'
PECAN STREET

CITY OF SHERMAN

RESIDENTIAL BUILDING PERMIT

SUBCONTRACTOR: LARRY D SCRUGGS

PERMIT #: 121041

DATE ISSUED: 6/06/2012

PROJECT ADDRESS:	816 E PECAN ST	LOT #:	
PARCEL ID:		BLK #:	
SUBDIVISION:		ZONE ORD:	
ISSUED TO:	LARRY D SCRUGGS	CONTRACTOR:	CUPID HOMES
ADDRESS:	1024 E PECAN ST	ADDRESS:	715 S HIGHWAY 75
CITY, ST ZIP:	SHERMAN TX 75090	CITY, ST ZIP:	SHERMAN TX 750907260
PHONE:		PHONE:	903-818-6180
PROP.USE:	ONE FAMILY RESIDENTIAL	SQ FT:	2,351.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	3
VALUATION:	$ 140,000.00	BATHROOMS:	2
OCCP TYPE:	ONE FAMILY RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

FEE CODE	DESCRIPTION		AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT		$ 25.00
		TOTAL	$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

X

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

6/7/2012
DATE

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

6/7/2012
DATE

(APPROVED BY) BUILDING & ZONING

/ /
DATE

[redacted]

816 E. Pecan

816 East Pecan

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.

1 inch = 52 feet

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. D.1

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. D.2

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor

SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. D.3

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor

Sherman CLASSIC TOWN. BROAD HORIZON.	**SHERMAN CITY COUNCIL** **Agenda Communication Form**

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. D.4

ADJOURNMENT

The Honorable Bill Magers, Mayor

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

From: The Office of the City Manager **Date:** 6-18-2012

Subject: Agenda Item No. N/A

COUNCIL CALENDAR
2012
CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

01/02/12 - January 2nd Council meeting cancelled
01/16/12 - M.L.K., Jr. Birthday / Regular Council Meeting
02/20/12 - Washington's Birthday / Regular Council Meeting
04/02/12 - April 2nd Council meeting cancelled
04/20/12 - 12 Noon Budget Planning Meeting in Council Chambers
06/21-22/12 - Budget Workshop in Council Chambers
06/25/12 - 12 Noon Called Meeting for Annexation Ordinance
(71.671 acres on Washington Street)
09/03/12 - Labor Day / Called Council Meeting on 09/04/12