

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 19, 2011
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 PAMELA L. HOWETH](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 5, 2011](#)

Consent Agenda

B.1 [CONSENT AGENDA](#)

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

Resolutions

C.1 [RESOLUTION NO. 5641](#)

Authorizing the Execution of a Mutual Aid Agreement with the City of Durant, Oklahoma

C.2 [* RESOLUTION NO. 5642](#)

Approving the Greater Texoma Utility Authority's Intention to Enter into an Agreement with Vessels Construction, A Division of Vescor for the Construction of Peak Flow Storage Improvements Phase 2 at the Sherman Wastewater Treatment Plant

C.3 [* RESOLUTION NO. 5643](#)

Authorizing Execution of an Agreement with Jacob DeRieux for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 311 East College Street

C.4 [RESOLUTION NO. 5644](#)

Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2012 (City of Sherman Project); Approving the Issuance Thereof, the Notice of Sale Prepared in Connection with the Public Offering of the Bonds, and the Facilities to be Constructed or Acquired by the Authority for the Benefit of the City

Other Business

D.1 [* OTHER BUSINESS](#)

Final Plat Approval of the Helen Perkins Addition; being 6.96 Acres in the Rueben Hendrix Survey, Abstract No. 504; Alcoholic Services of Texoma, Owner; Sartin and Associates, Inc., Surveyors (2407 and 2415 Texoma Parkway)

D.2 [CITIZEN REQUESTS](#)

D.3 [MEDIA QUESTIONS](#)

D.4 [COUNCIL COMMENTS](#)

Executive Session

E.1 [EXECUTIVE SESSION](#)

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

Section 551.074

Personnel Matters

(a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:

(1) Greater Texoma Utility Authority Board of Directors (2)

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)

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

F.2 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Willie Steele, Deputy Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Pamela L. Howeth, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER PAMELA L. HOWETH



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 5, 2011

STATE OF TEXAS

§

December 5, 2011

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on December 5, 2011.

MEMBERS PRESENT: DEPUTY MAYOR WILLIE STEELE.
COUNCIL MEMBERS HOWETH, PLYLER, SMITH, SOFTLY,
WACKER.

MEMBERS ABSENT: MAYOR BILL MAGERS.

CALL TO ORDER

Deputy Mayor Steele called the meeting to order at 5:00 p.m. The Pledge of Allegiance and the Invocation were given by Council Member Robert Softly.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of November 21, 2011. Council Member Wacker moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5729 AND AN APPLICATION TO DRILL AN OIL AND GAS WELL

Deputy Mayor Steele introduced Ordinance 5729 and called for a public hearing on the ordinance and on the application to drill an oil and gas well:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW THE DRILLING OF AN OIL/GAS WELL (SKAGGS #3) IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT / O-1 (75 & 82) OVERLAY DISTRICT AT 4329 U.S. HIGHWAY 82 EAST, BEING 194.896 ACRES IN THE WILLIAM BROGDEN SURVEY, ABSTRACT NO. 92 (JACK AND PATSY PIERCE, MINERAL RIGHTS OWNERS; GREG SPALDING, LONGFELLOW ENERGY, LP, REPRESENTATIVE; AND SARTIN & ASSOCIATES, INC., SURVEYORS); 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.

ORD 5729
OIL AND GAS
SUP AND PERMIT

Greg Spalding, Longfellow Energy, LP, P.O. Box 1989, 16803 Dallas Parkway, Addison, Texas 75001

Mr. Spalding thanked the City Council for allowing Longfellow Energy to do business inside the Sherman City limits.

The location of this well (Skaggs #3) is the same as the location for the previous well (Skaggs #2). They should complete drilling on Skaggs #2 on December 9, 2011 and move off the site. They will be back on site around January 1, 2012 to drill the Skaggs #3 well, with completion expected in 35 to 40 days.

No other citizens appeared before the City Council to discuss Ordinance 5729 or the application to drill an oil and gas well.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5729

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW THE DRILLING OF AN OIL/GAS WELL (SKAGGS #3) IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT / O-1 (75 & 82) OVERLAY DISTRICT AT 4329 U.S. HIGHWAY 82 EAST, BEING 194.896 ACRES IN THE WILLIAM BROGDEN SURVEY, ABSTRACT NO. 92 (JACK AND PATSY PIERCE, MINERAL RIGHTS OWNERS; GREG SPALDING, LONGFELLOW ENERGY, LP, REPRESENTATIVE; AND SARTIN & ASSOCIATES, INC., SURVEYORS); 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.

ORD 5729
OIL AND GAS
SUP AND PERMIT

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5729, as presented. Second by Council Member Howeth.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5638 – AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2011 STATE HOMELAND SECURITY GRANT PROGRAM (SHSP) AND STATE HOMELAND SECURITY PROGRAM LAW ENFORCEMENT AND TERRORISM PREVENTION ASSISTANCE (SHSP LETPA) FEDERAL GRANT AWARD NUMBER EMW-2011-SS-00019 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY; AUTHORIZING THE PURCHASE OF EQUIPMENT RELATED TO REGIONAL RESPONSE

RES 5638
HOMELAND SECURITY
GRANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2011 STATE HOMELAND SECURITY GRANT PROGRAM (SHSP) AND STATE HOMELAND SECURITY PROGRAM LAW ENFORCEMENT AND TERRORISM PREVENTION ASSISTANCE (SHSP LETPA) FEDERAL GRANT AWARD NUMBER EMW-2011-SS-00019 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY; AUTHORIZING THE PURCHASE OF EQUIPMENT RELATED TO REGIONAL RESPONSE.

J.J. Jones, Fire Chief, explained that this is the ninth year of the State Homeland Security Program. This year the Federal program is broken down into two parts, the State Homeland Security Program and the Law Enforcement and Terrorism Prevention Program.

The total grant amount for this year is \$86,226 with the majority of the funding dedicated to the next generation 911 program. The remaining 2010 Homeland Security money and this year's money will be used to kick-off the project.

Chief Jones said he anticipated that the City will begin purchasing the equipment in the first quarter of 2012. He added that the request is both to accept the grant and expend these funds.

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution No. 5638, as presented. Second by Council Member Smith.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5639 – AUTHORIZING THE PURCHASE OF 4RE HD IN-CAR VIDEO SYSTEMS FOR THE SHERMAN POLICE DEPARTMENT FROM WATCHGUARD VIDEO LLC THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF 4RE HD IN-CAR VIDEO SYSTEMS FOR THE SHERMAN POLICE DEPARTMENT FROM WATCHGUARD VIDEO LLC THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).

Captain Ken Francis, Police Department, explained that they currently have 17 in-car video cameras that are seven years old and need to be replaced.

These cameras are used to capture data concerning racial profiling that must be reported to the State. It also allows them to capture criminal evidence. The cameras are used for traffic stops, crime scene investigations, and any contact

RES 5639
POLICE DEPT.
IN-CAR VIDEO
SYSTEMS

with citizens which might be needed. The new in-car video systems would be used to replace the current systems in the patrol vehicles.

ACTION TAKEN.

Motion by Council Member Wacker to approve Resolution No. 5639, as presented. Second by Council Member Howeth.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5640 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MORRISON SUPPLY COMPANY, INC. FOR AN ANNUAL SUPPLY OF WATER AND SEWER DISTRIBUTION AND COLLECTION MISCELLANEOUS PARTS AND MATERIALS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MORRISON SUPPLY COMPANY, INC. FOR AN ANNUAL SUPPLY OF WATER AND SEWER DISTRIBUTION AND COLLECTION MISCELLANEOUS PARTS AND MATERIALS.
CONSENT AGENDA.

RES 5640
WATER & SEWER
PARTS & MATERIALS

OTHER BUSINESS

CONSIDER LONGFELLOW ENERGY, LP'S APPLICATION FOR A PERMIT TO DRILL AN OIL AND GAS WELL (SKAGGS #3) IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 4329 U.S. HIGHWAY 82 EAST, BEING 194.896 ACRES IN THE WILLIAM BROGDEN SURVEY, ABSTRACT NO. 92

The City Council approved the application from Longfellow Energy, LP to drill an oil/gas well at 4329 U.S. Highway 82 East. They also applied for a specific use permit earlier in the meeting.

CONSENT AGENDA.

OIL AND GAS WELL
APPLICATION

CITIZENS REQUESTS

There were no citizens requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

CONGRATULATIONS TO THE BEARCAT FOOTBALL TEAM AND BAND

Council Member Plyler congratulated the Sherman Bearcats Football Team and the Band for their great season this year.

BEARCAT FOOTBALL
TEAM & BAND

CHRISTMAS PARADE

Council Member Wacker said the Christmas Parade kicked off the holiday season this weekend and she thanked everyone that helped organize the event. Council Member Softly added that it didn't get rained out.

CHRISTMAS PARADE

CHRISTMAS PARADE

Deputy Mayor Steele thanked the City staff adding that moving the Christmas Parade to Saturday was the right decision. He felt it showed great support for the School District and the Bearcats. There was a good turn-out for the game at SMU. Even though the weather didn't cooperate on Saturday, the parade went on.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:09 p.m.

CHRISTMAS PARADE

ADJOURNMENT

DEPUTY MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. B.1

CONSENT AGENDA

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

C.2 * RESOLUTION NO. 5642

Approving the Greater Texoma Utility Authority's Intention to Enter into an Agreement with Vessels Construction, A Division of Vescor for the Construction of Peak Flow Storage Improvements Phase 2 at the Sherman Wastewater Treatment Plant

C.3 * RESOLUTION NO. 5643

Authorizing Execution of an Agreement with Jacob DeRieux for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 311 East College Street

D.1 * OTHER BUSINESS

Final Plat Approval of the Helen Perkins Addition; being 6.96 Acres in the Rueben Hendrix Survey, Abstract No. 504; Alcoholic Services of Texoma, Owner; Sartin and Associates, Inc., Surveyors (2407 and 2415 Texoma Parkway)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. C.1

RESOLUTION NO. 5641

Authorizing the Execution of a Mutual Aid Agreement with the City of Durant, Oklahoma

Issue

This agenda item is to consider the adoption of a Mutual Aid Agreement for reciprocal aid and assistance during emergencies, where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. This agreement defines the procedures for requesting and providing mutual aid.

Background

Local and regional emergencies often require assistance beyond local capabilities. In 2008, EMS units from Durant and Bryan County responded to assist with the care and transport of many of the victims of the tour bus accident. The high number of wild land fires in 2011 required assistance from local and regional resources, many from a greater distance than what is available across our border with Oklahoma.

Existing fire mutual aid agreements exist for cities within Grayson County. The Texas Local Government Code provides for requests for assistance within the State of Texas, but does not cover response out of State.

Working with local fire and EMS providers, as well as local and State police agencies in Texas and Oklahoma, both states have agreed to a standard Mutual Aid Agreement for counties that border Texas and Oklahoma. The proposed agreement would provide for requesting and accepting assistance from the City of Durant, Oklahoma. Eventually, mutual aid agreements will be considered for Bryan County and the Tribal Nations.

The Durant City Council approved the Mutual Aid Agreement at their December 13th meeting.

Origination

Sherman Fire Department
City of Durant, Oklahoma

Financial Consideration

The proposed agreement would provide for the responding agency to request reimbursement for expenses related to response. While most agencies elect not to bill for these services, this provision would allow Sherman to seek federal funding if a declaration of disaster is made. Local and regional mutual aid agreements are required in order for Sherman to be eligible for State Homeland Security Program grant funding.

Staff Recommendation

Approve the Mutual Aid Agreement.

Alternatives

As directed by Council

Attachments

Resolution No. 5641

Mutual Aid Agreement

Prepared by:

J. J. Jones, Fire Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5641

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT WITH THE CITY OF DURANT, OKLAHOMA; 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 Deputy Mayor be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute a Mutual Aid Agreement between the City of Sherman and the City of Durant, Oklahoma, in the same form as the Agreement 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 _____, 2011.

CITY OF SHERMAN, TEXAS

BY: _____
WILLIE STEELE,
DEPUTY MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

MUTUAL AID AGREEMENT - City of Durant

SECTION 1. This act may be cited as the Mutual Aid Agreement.

SECTION 2. The City Council of Durant, Oklahoma hereby authorizes the Director of Emergency Management to enter into this agreement on behalf of the City of Durant, Oklahoma with any other city or county legally joining therein, in the form substantially as follows:

SECTION 3. The City of Sherman, Texas hereby authorizes _____ to enter into this agreement on behalf of the City of Sherman, Texas with any other county legally joining therein, in the form substantially as follows:

Articles of Agreement

ARTICLE I - PURPOSE AND AUTHORITIES

This Agreement is made and entered into by and between the participating Member Cities which enact this Agreement, hereinafter called party cities. The purpose of this Agreement is to provide for mutual assistance between the cities entering into this Agreement in managing any emergency or disaster that has not been declared by the governor of the affected city(s), whether arising from natural disaster, technological hazard, and man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency, or enemy attack. This Agreement shall also provide for mutual cooperation in emergency-related exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by party cities or subdivisions of party cities during emergencies, such actions occurring outside actual declared emergency periods.

ARTICLE II - GENERAL IMPLEMENTATION

Each party city entering into this Agreement recognizes many emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing these and other emergencies under this Agreement. Each city further recognizes that there will be emergencies which require immediate access and present procedures to apply outside resources to make a prompt and effective response to such an emergency. This is because few, if any, individual cities have all the resources they may need in all types of emergencies or the capability of delivering resources to areas where emergencies exist. The prompt, full, and effective utilization of resources of the participating cities, including any resources on hand or available from any other source, that are essential to the safety, care, and welfare of the people in the event of any emergency, shall be the underlying principle on which all articles of this Agreement shall be understood. On behalf of the governing body of each city participating in the Agreement, the legally designated city official who is assigned responsibility for emergency management will be responsible for formulation of the appropriate inter-city mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE III - PARTY CITY RESPONSIBILITIES

A. It shall be the responsibility of each party city to formulate procedural plans and programs for inter-city cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, the party cities, insofar as practical, shall:

Review individual city hazards analyses and, to the extent reasonably possible, determine all those potential emergencies the party city might jointly suffer, whether due to natural disaster, technological hazard, and man-made disaster, emergency aspects of resource shortages, civil disorders, insurgency, or enemy attack.

-
- i. Review party cities individual emergency plans and develop a plan which will determine the mechanism for the inter-city management and provision of assistance concerning any potential emergency.
 - ii. Develop inter-city procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans.
 - iii. Assist in warning communities adjacent to or crossing the county boundaries.
 - iv. Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.
 - v. Inventory and set procedures for the inter-county loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness.
 - vi. Provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances that restrict the implementation of the above responsibilities.

B. The Authorized Representative of a party city may request assistance of another party city by contacting the Authorized Representative of that city. The provisions of this agreement shall only apply to requests for assistance made by and to Authorized Representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, and search and rescue.

- i. The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.
- ii. The specific place and time for staging of the assisting party's response and a point of contact at that location.

C. There shall be frequent consultation between city officials who have assigned emergency management responsibilities and other appropriate representatives of the party cities with affected jurisdictions and the City Governments, with free exchange of information, plans, and resource records relating to emergency capabilities.

ARTICLE IV - LIMITATIONS

Any party city requested to render mutual aid or conduct exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the city rendering aid may withhold resources to the extent necessary to provide reasonable protection for such city. Each party city shall afford to the emergency forces of any party city, while operating within its city limits under the terms and conditions of this Agreement, the same powers (except that of arrest unless specifically authorized by the receiving city), duties, rights, and privileges as are afforded forces of the city in which they are performing emergency services. Emergency forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the city receiving assistance. These conditions may be activated, as needed, or commencement of exercises or training for mutual aid and shall continue so long as the exercises or training for mutual aid are in progress, the city emergency remains in effect or loaned resources remain in the receiving city(s), whichever is longer.

ARTICLE V - LICENSES AND PERMITS

Whenever any person holds a license, certificate, or other permit issued by any city party to the Agreement evidencing the meeting of qualifications for professional, mechanical, or other skills, and when such assistance is requested by the receiving party city, such person shall be deemed licensed, certified, or permitted by the city requesting assistance to render aid involving such skill to meet an emergency, subject to such limitations and conditions as the law of the Requesting City may prescribe by executive order or otherwise.

ARTICLE VI - LIABILITY

Officers or employees of a party city rendering aid in another city pursuant to this Agreement shall be considered agents of the Requesting City for tort liability and immunity purposes; and no party city or its officers or employees rendering aid in another city pursuant to this Agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.

ARTICLE VII - SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the machinery for mutual aid among two or more cities may differ from that among the cities that are party hereto, this instrument contains elements of a broad base common to all cities, and nothing herein contained shall preclude any city from entering into supplementary agreements with another city or affect any other agreements already in force between cities. Supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, and equipment and supplies.

ARTICLE VIII – COMPENSATION

Each party city shall provide for the payment of compensation and death benefits to injured members of the emergency forces of that city and representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this Agreement, in the same manner and on the same terms as if the injury or death were sustained within their own city.

ARTICLE IX - REIMBURSEMENT

Any party city rendering aid in another city pursuant to this Agreement shall be reimbursed by the party city receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with such requests; provided, that any aiding party city may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the receiving party city without charge or cost; and provided further, that any two or more party cities may enter into supplementary agreements establishing a different allocation of costs among those cities. Article VIII expenses shall not be reimbursable under this provision.

ARTICLE X - EVACUATION

Plans for the orderly evacuation and inter-city reception of portions of the civilian population as the result of any emergency or disaster of sufficient proportions to so warrant, shall be worked out and maintained between the party cities and the emergency management/services directors of the various jurisdictions where any type of incident requiring evacuations might occur. Such plans shall be put into effect by request of the city from which evacuees come and shall include the manner of transporting such evacuees, the number of evacuees to be

received in different areas, the manner in which food, clothing, housing, and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends, and the forwarding of such evacuees to other areas or the bringing in of additional materials, supplies, and all other relevant factors. Such plans shall provide that the party city receiving evacuees and the party city from which the evacuees come shall mutually agree as to reimbursement of out-of-pocket expenses incurred in receiving and caring for such evacuees, for expenditures for transportation, food, clothing, medicines and medical care, and like items. Such expenditures shall be reimbursed as agreed by the party city from which the evacuees come. After the termination of the emergency or disaster, the party city from which the evacuees come shall assume the responsibility for the ultimate support of repatriation of such evacuees.

ARTICLE XI - IMPLEMENTATION

This Agreement shall become operative immediately upon its signing by any two (2) cities; thereafter, this Agreement shall become effective as to any other city upon its enactment by such city.

Any party city may withdraw from this Agreement by enacting a letter repealing the same, but no such withdrawal shall take effect until 30 days after the governing body of the withdrawing city has given notice in writing of such withdrawal to the governing body of all other party cities. Such action shall not relieve the withdrawing city from obligations assumed hereunder prior to the effective date of withdrawal.

Duly authenticated copies of this Agreement and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party cities.

ARTICLE XII - VALIDITY

This Act shall be construed to effectuate the purposes contained in Article I hereof. If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Act and the applicability thereof to other persons and circumstances shall not be affected thereby.

ARTICLE XIII - ADDITIONAL PROVISIONS

THIRD PARTY RIGHTS - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Requesting City and the Assisting City.

WAIVER - No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

ENTIRETY OF THE AGREEMENT – City of Durant, Oklahoma and the City of Sherman, Texas agree that this Interlocal Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except through written consent and approval of both of the signatories. Any modifications to this Agreement shall be through written instrument executed by the parties. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the

_____ day of _____, 201____.

City Council of the City of Durant, Oklahoma

Witness

Mayor

Durant City Clerk

City Council of the City of Sherman, Texas

Witness

Mayor

Sherman City Clerk

Emergency Manager City of Durant, Oklahoma

Emergency Manager City of Sherman, Texas

Director

Director



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5642**

Approving the Greater Texoma Utility Authority's Intention to Enter into an Agreement with Vessels Construction, A Division of Vescor for the Construction of Peak Flow Storage Improvements Phase 2 at the Sherman Wastewater Treatment Plant

Issue

Approving the intention of the Greater Texoma Utility Authority (GTUA) to administer an agreement for the construction of Peak Flow Storage Improvements Phase 2 at the Sherman Wastewater Treatment Plant

Background

The current Capital Improvement Program contains a project to construct the second phase of storm water storage improvements at the City's Wastewater Treatment Plant. Seven (7) bidders responded to the request for bids. A bid tabulation is attached.

Origination

Department of Utilities Administration

Financial Consideration

Funds for this project will be paid through GTUA.

Staff Recommendation

It is recommended that the City Council approve GTUA's intention to enter into a contract with the low bidder, Vessels Construction, A Division of Vescor in the amount of \$313,275.40.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5642

Engineer's Recommendation with Bid Tabulation

Location Map

Prepared by:

Mark Gibson, Director of Utilities & Engineering

Approved by:

George Olson, City Manager

RESOLUTION NO. 5642

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO AN AGREEMENT WITH VESSELS CONSTRUCTION, A DIVISION OF VESCOR FOR THE CONSTRUCTION OF PEAK FLOW STORAGE IMPROVEMENTS PHASE 2 AT THE SHERMAN WASTEWATER TREATMENT PLANT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves Greater Texoma Utility Authority's intention to enter into an agreement with Vessels Construction, A Division of Vescor in the total amount of Three Hundred Thirteen Thousand Two Hundred Seventy-Five Dollars and Forty Cents (\$313,275.40) for the second phase of peak flow, storm water storage improvements at the Sherman Wastewater Treatment Plant.

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 _____, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
WILLIE STEELE,
DEPUTY MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON SHELBY,
CITY ATTORNEY



J. TERRY MILLICAN, P.E.
RICHARD A. DORMER, P.E.
JOHN D. GATTIS, A.I.A.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

December 12, 2011

Mr. Jerry W. Chapman
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

Re: Sherman WWTP Peak Flow Storage Improvements Phase 2 Award

Dear Mr. Chapman:

Bids were received on the WWTP Peak Flow Storage Improvements Phase 2 on December 8, 2011. A tabulation of these bids is attached. The project includes construction of a 30" sewer diversion line from the primary clarifier splitter box to the west biosolids storage basin with discharge structure and splitter box improvements. A culvert between the basins and a lift station renovation are also included.

Seven competitive bids were received. The low bid submitted at \$313,275.40 is about 1% lower than the 2nd bidder and about 9% lower than the 3rd bidder. The low bid is well within the project \$350,000.00 estimate.

The low bidder, Vessels Construction, A Division of Vescor, Inc. has successfully completed a relief sewer project for GTUA/Sherman and has completed other project for Sherman. We recommend that the Greater Texoma Utility Authority award the contract to the low bidder in the amount of \$313,275.40 and authorize the execution of the required contract documents.

Sincerely,
FREEMAN - MILLICAN, INC.

A handwritten signature in dark ink, appearing to read 'David E. Gattis', is written over the typed name.
David E. Gattis, P.E.

Enclosure (1)

Copy:

Sherman, Mark Gibson, Director of Engineering and Utilities
Freeman-Millican, Inc., Walter Thomas, P.E.

BID TABULATION

OWNER: Greater Texoma Utility Authority		Contractor: Vessels Construction, A Div. of Vesco, Inc.		Contractor: A. Updegrave Company, Inc.		Contractor: Undergruod Coalition, Inc.	
PROJECT: City of Sherman - WWTP Peak Flow Storage Improvements Phase 2		Address: 18807 Hwy 58W		Address: P. O. Box 2059		Address: 1112 Beechwood Drive	
ENGINEER: Freeman-Millican, Inc. - Texas Registered Engineering Firm F-2827		City, State: Phone		City, State: Phone		City, State: Phone	
BID DATE: December 8, 2011		803-870-0428		940-368-6785		940-243-0213	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
P.1	Spillier Box connection	1.00	LS	18,171.81	18,171.81	34,000.00	34,000.00
P.2	30" DIP Sewer Transfer Sewer Line	468.00	LF	311.70	145,875.60	378.00	175,500.00
P.3	30" DIP Concrete Encasement	1.00	LS	1,368.00	1,368.00	2,800.00	2,800.00
P.4	4" French Drain	1.00	LS	638.25	638.25	2,000.00	2,000.00
P.5	Concrete Outlet Structure	1.00	LS	38,805.18	38,805.18	20,000.00	20,000.00
P.6	Concrete Culvert	1.00	LS	23,956.41	23,956.41	20,000.00	20,000.00
P.7	5" Reinforced Concrete Riserop	136.00	SY	40.17	5,463.12	80.00	8,160.00
P.8	Sidewalk	8.00	SY	40.17	361.33	80.00	3,200.00
P.9	300 gpm Submersible Sewer Pump & Related Work	1.00	LS	15,077.08	15,077.08	15,000.00	15,000.00
P.10	Pump Drive Crane w/Fn	1.00	LS	2,772.75	2,772.75	3,000.00	3,000.00
P.11	Wet Well Aluminum Cover	1.00	LS	1,515.00	1,515.00	2,000.00	2,000.00
P.12	Dry Well Abandonment	1.00	LS	5,289.83	5,289.83	5,000.00	5,000.00
P.13	Sluice Gate Electrical Service	1.00	LS	6,422.11	6,422.11	10,000.00	10,000.00
P.14	Aluminum Grating, Handrail & Stairway	1.00	LS	40,095.13	40,095.13	12,000.00	12,000.00
P.15	14" Sleeve & Aluminum Flap Valve	1.00	LS	2,078.61	2,078.61	2,000.00	2,000.00
P.16	Storm Water Pollution Prevention Plan	1.00	LS	1,171.75	1,171.75	2,000.00	2,000.00
P.17	Trench Safety System	468.00	LF	6.93	3,243.24	8.00	3,744.00
</							

BID TABULATION

OWNER: Greater Texoma Utility Authority		Contractor: Mitchell Enterprises, Ltd		Contractor: Lynn Vessels Construction, LLC		Contractor: Jerry Paul Higgins, Ltd			
PROJECT: City of Sherman - WWTP Peak Flow Storage Improvements Phase 2		Address: 700 N. Crook,		PO Box 1212		P.O. Box 1865			
ENGINEER: Freeman-Millican, Inc. - Texas Registered Engineering Firm F-2827		City, State		Sherman, Texas 75090		Sherman, Tx. 75062			
BID DATE: December 8, 2011		Phone		903-893-4300		903-893-0872			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
P.1	Spillier Box connection	1.00	LS	25,219.95	25,219.95	25,500.00	25,500.00	20,674.24	20,674.24
P.2	30" DIP Sewer Transfer Sewer Line	468.00	LF	311.61	145,833.48	388.44	181,789.92	384.55	178,639.40
P.3	30" DIP Concrete Encasement	1.00	LS	25,024.48	25,024.48	2,108.00	2,108.00	4,450.00	4,450.00
P.4	4" French Drain	1.00	LS	1,369.55	1,369.55	1,755.00	1,755.00	5,850.00	5,850.00
P.5	Concrete Outlet Structure	1.00	LS	49,582.55	49,582.55	20,182.50	20,182.50	28,665.00	28,665.00
P.6	Concrete Culvert	1.00	LS	38,838.61	38,838.61	24,887.00	24,887.00	41,790.00	41,790.00
P.7	5" Reinforced Concrete Riser	136.00	SY	82.86	11,268.96	37.84	5,116.04	78.83	10,448.88
P.8	Sidewalk	8.00	SY	66.09	528.81	37.04	296.32	135.55	1,084.40
P.9	300 gpm Submersible Sewer Pump & Related Work	1.00	LS	26,367.25	26,367.25	23,400.00	23,400.00	24,708.07	24,708.07
P.10	Pump Drive Crane w/Fn	1.00	LS	1,864.78	1,864.78	6,435.00	6,435.00	3,284.57	3,284.57
P.11	Wet Well Aluminum Cover	1.00	LS	3,964.47	3,964.47	7,020.00	7,020.00	3,070.10	3,070.10
P.12	Dry Well Abandonment	1.00	LS	3,246.42	3,246.42	13,455.00	13,455.00	11,250.00	11,250.00
P.13	Sluice Gate Electrical Service	1.00	LS	5,964.24	5,964.24	14,742.00	14,742.00	28,876.40	28,876.40
P.14	Aluminum Grating, Handrail & Stairway	1.00	LS	18,499.43	18,499.43	25,447.50	25,447.50	33,008.80	33,008.80
P.15	14" Sleeve & Aluminum Flap Valve	1.00	LS	2,425.80	2,425.80	5,265.00	5,265.00	3,773.00	3,773.00
P.16	Storm Water Pollution Prevention Plan	1.00	LS	780.00	780.00	2,925.00	2,925.00	4,025.00	4,025.00
P.17	Trench Safety System	468.00	LF	3.90	1,825.20	5.85	2,737.80	2.50	1,170.00
					0.00		0.00		0.00
					0.00		0.00		0.00
					0.00		0.00		0.00
					0.00		0.00		0.00
					0.00		0.00		0.00
					0.00		0.00		0.00
					0.00		0.00		0.00
TOTAL AMOUNT OF CONTRACT BID					\$362,469.98		\$362,911.52		\$397,873.41
Time of Completion (Calendar Days)					180 days		180 days		180 days

BID TABULATION

OWNER: Greater Texoma Utility Authority

PROJECT: City of Sherman - WWTP Peak Flow Storage Improvements Phase 2

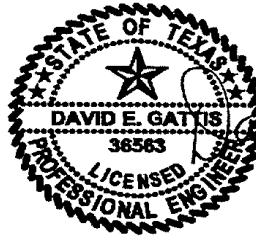
ENGINEER: Freeman-Milican, Inc. - Texas Registered Engineering Firm F-2827

BID DATE: December 8, 2011

Contractor: Associated Construction Partners, Ltd.

Address: 215 W. Bendless Rd.
City, State: Dumas, Tx. 79006
Phone: 710-666-5714

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
P.1	Splitter Box connection	1.00	LS	20,000.00	20,000.00
P.2	30" DIP Sewer Transfer Sewer Line	498.00	LF	490.00	228,300.00
P.3	30" DIP Concrete Encasement	1.00	LS	5,000.00	5,000.00
P.4	4" French Drain	1,000	LS	1,000.00	1,000.00
P.5	Concrete Outlet Structure	1.00	LS	48,000.00	48,000.00
P.6	Concrete Culvert	1.00	LS	48,000.00	48,000.00
P.7	5" Reinforced Concrete Riprap	136.00	SY	75.00	10,200.00
P.8	Solework	9.00	SY	65.00	585.00
P.9	300 gpm Submersible Sewer Pump & Related Work	1.00	LS	35,000.00	35,000.00
P.10	Pump Drive Crane w/Fdr	1.00	LS	2,500.00	2,500.00
P.11	Wet Well Abutment Cover	1.00	LS	5,000.00	5,000.00
P.12	Dry Well Abandonment	1.00	LS	15,000.00	15,000.00
P.13	Storm Catcher/Disposal Service	1.00	LS	15,000.00	15,000.00
P.14	Aluminum Grating, Handrail & Stairway	1.00	LS	15,000.00	15,000.00
P.15	14" Sleeve & Aluminum Flap Valve	1.00	LS	3,000.00	3,000.00
P.16	Storm Water Pollution Prevention Plan	1.00	LS	5,000.00	5,000.00
P.17	Trench Safety System	498.00	LF	4.00	1,972.00
TOTAL AMOUNT OF CONTRACT BID					\$459,477.00
Time of Completion (Calendar Days)					180 days



David E. Gattis
12/12/2011



City of Sherman, Texas

WASTEWATER TREATMENT PLANT

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5643**

**Authorizing Execution of an Agreement with Jacob DeRieux
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 311 East College Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 311 East College 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

Jacob DeRieux, Applicant

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 \$320.00 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. 5643
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. 5643

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JACOB DERIEUX FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 311 EAST COLLEGE 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 Jacob DeRieux 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 Jacob DeRieux 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 311 East College 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 _____, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
**WILLIE STEELE,
DEPUTY 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 **JACOB DERIEUX**, 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, 2011, and continuing for tax years 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019,

and 2020 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 2011, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2011	100%
2012	100%
2013	100%
2014	100%
2015	100%
2016	100%
2017	80%
2018	60%
2019	40%
2020	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 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 and 2020 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 311 East College Street, Sherman, Texas, and as more particularly described by the following:

BEING Lot 10, Block 4, Hall and Jones Addition

AND a tract or parcel of land situated in Grayson County, Texas, and being a part of Lots 8, 9 and 10 in Block 4 of the Hall and Jones Addition to the City of Sherman, Grayson County, Texas, and more particularly described as follows, to-wit:

BEGINNING at the Northwest corner of Lot No. 8 in Block 4 of the Hall and Jones Addition to the City of Sherman, Texas;

THENCE East 150 feet, more or less, to the Northwest corner of Lot 3 in Block 4 of the Hall and Jones Addition in Sherman, Texas;

THENCE South 49 feet to the stake;

THENCE West 150 feet, more or less, to the East line of North Montgomery Street;

THENCE 49 feet North to the **Place of Beginning**.....

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
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Jacob DeRieux
1600 Hackamore Street
Mesquite, Texas 75149
(903) 818-5462

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 _____, 2011.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
JACOB DERIEUX

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
JACOB DERIEUX

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 **JACOB DERIEUX**, 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 _____, 2011 A.D.

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Jacob DeBieux

Mailing Address: 1600 Hackamore st Mesquite Tx 75149

Telephone Number: 905 818 5467

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 311 E college

Summary Legal Description: Lot: 10 Block: 4 Addition: Hall & Jones

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

Improvements:

Type of Improvements (please check one). New Construction: X Remodeling: _____

Estimated Value of Improvements: \$100,000

Estimated Date of Start of Construction: 12/12/11

Estimated Date of Completion of Project: 4/1/11

Description of Project: Single family res

Applicant(s): Jacob DeBieux

Date: 12/5/11

[Signature]

Date: _____



70 2011 00015782

Grayson County
Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090

0112180

Instrument Number: 2011-00015782

As

Recorded On: August 08, 2011

Recordings

Parties: MARTIN KATHRYN ETAL

Billable Pages: 1

To DERIEUX JACOB

Number of Pages: 3

Comment: WD

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	16.00
Total Recording:	16.00

***** DO NOT REMOVE, THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-00015782
Receipt Number: 336141
Recorded Date/Time: August 08, 2011 03:13:06P
Book-Vol/Pg: BK-OR VL-5003 PG-96
User / Station: G WHITE - Cashiering Station 1

Record and Return To:

RED RIVER TITLE CO
421 N. CROCKETT ST
SHERMAN TX 75090



THE STATE OF TEXAS
COUNTY OF GRAYSON
I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

WARRANTY DEED

0112180

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

THAT KATHRYN MARTIN and HEATHER MARTIN, both single persons

(Hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations cash in hand paid by JACOB DERIEUX

whose address is 1600 Hackamore St., Mesquite, TX 75149,

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed.

Have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

BEING LOTS EIGHT (8), NINE (9), AND TEN (10) IN BLOCK FOUR (4) OF HALL AND JONES ADDITION TO THE CITY OF SHERMAN, TEXAS AS SHOWN BY PLAT OF RECORD IN VOLUME 58, PAGE 245, DEED RECORDS, GRAYSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee.

This conveyance is made and accepted subject to (i) any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, to the extent that they are in force and effect; (ii) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, to the extent that they are applicable and enforceable; (iii) any and all easements, rights of way and encroachments that are apparent, including any utilities buried beneath the surface of the ground; and (iv) all rights of parties in possession of any part of the Property.

When this deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors or administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed on this the 8th day of Aug, 2011.

Kathryn Martin
KATHRYN MARTIN

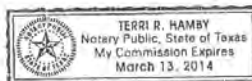
Heather Martin
HEATHER MARTIN

THE STATE OF TEXAS

COUNTY OF GRAYSON

This instrument was acknowledged before me this 8th day of Aug, 2011, by KATHRYN MARTIN and HEATHER MARTIN.

Notary Public - State of Texas



AFTER RECORDING RETURN TO:

RED RIVER TITLE COMPANY
421 N. Crockett St.
Sherman, Texas 75090



70 2011 00021571

Grayson County
Wilma Blackshear Bush
County Clerk
Sherman, Texas 75090

COPY

Instrument Number: 2011-00021571

As
Recordings

Recorded On: October 27, 2011

Parties: CASTON KEITH ETAL
To DERIEUX JACOB

Billable Pages: 2

Number of Pages: 4

Comment: WD

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	20.00
Total Recording:	20.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-00021571

Receipt Number: 341055

Recorded Date/Time: October 27, 2011 01:24:17P

Book-Vol/Pg: BK-OR VL-5040 PG-90

User / Station: Y Stephens - Cashiering Station 2

Record and Return To:

RED RIVER TITLE CO

421 N CROCKETT

SHERMAN TX 75090



THE STATE OF TEXAS
COUNTY OF GRAYSON
I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

WARRANTY DEED

(PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

COUNTY OF GRAYSON

KNOW ALL MEN BY THESE PRESENTS:

THAT KEITH CASTON and DORIS CASTON

(Hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations cash in hand paid by JACOB DERIEUX

whose address is _____

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed.

Have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

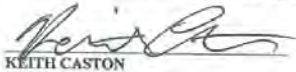
BEING A 150' X 49' TRACT OF LAND, MORE OR LESS, OUT OF LOTS EIGHT (8), NINE (9) AND TEN (10) IN BLOCK FOUR (4) OF THE HALL AND JONES ADDITION TO THE CITY OF SHERMAN, TEXAS, AS PER PLAT OF RECORD IN VOLUME 58, PAGE 245, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

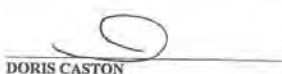
TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee.

This conveyance is made and accepted subject to (i) any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, to the extent that they are in force and effect; (ii) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, to the extent that they are applicable and enforceable; (iii) any and all easements, rights of way and encroachments that are apparent, including any utilities buried beneath the surface of the ground; and (iv) all rights of parties in possession of any part of the Property.

When this deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors or administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed on this the 27 day of October, 2011.


KEITH CASTON


DORIS CASTON

THE STATE OF TEXAS

COUNTY OF GRAYSON

This instrument was acknowledged before me this 27 day of October, 2011, by KEITH CASTON and DORIS CASTON.


NOTARY PUBLIC - STATE OF TEXAS



AFTER RECORDING RETURN TO:

JACOB DERIEUX

1600 Hackamore St.
Mesquite, TX 75149

00021571

Bk
OR

Vol
5040

Ps
92

EXHIBIT "A"

Tract or parcel of land situated in Grayson County, Texas, and being a part of Lots No. Eight (8), Nine (9), and Ten (10) in Block No. Four (4) of the Hall and Jones Addition to the City of Sherman, Grayson County, Texas, and more particularly described as follows, to-wit:

BEGINNING at the Northwest corner of Lot No. Eight (8) in Block No. Four (4) of the Hall and Jones Addition to the City of Sherman, Texas;

THENCE East 150 feet, more or less, to the Northwest corner of Lot No. Three (3) in Block No. Four (4) of the Hall and Jones Addition in Sherman, Texas;

THENCE South 49 feet to the stake;

THENCE West 150 feet, more or less, to the East line of North Montgomery Street;

(THENCE 49 feet North to the place of beginning.

Recorders Memo

Some portions of this
Document may not be
clearly legible.

Bk Vol Pa
00021571 OR 5040 93

Filed for Record in:
Grayson County

On: Oct 27, 2011 at 01:24P

As a
Recording

Document Number: 00021571

Amount: 20.00

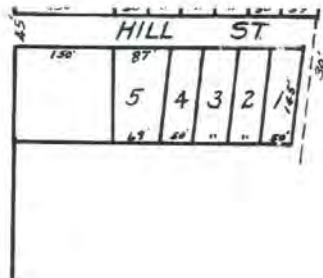
Receipt Number - 341055

By,
Yolanda Stephens

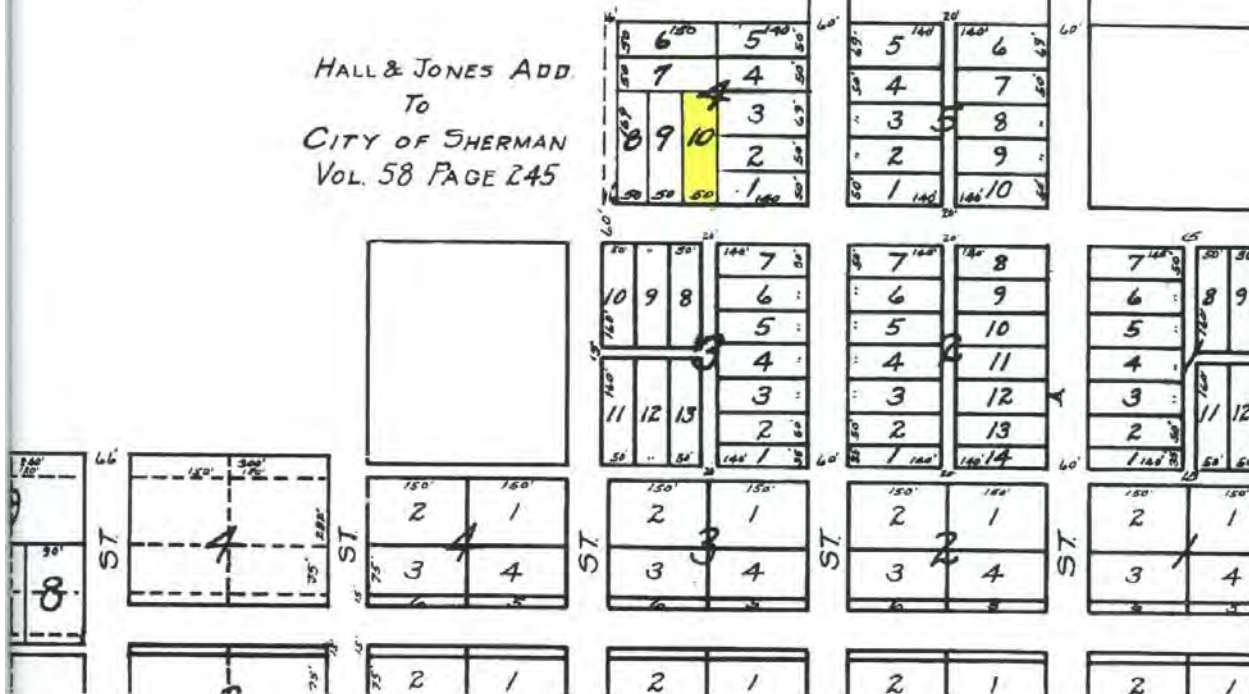
STATE OF TEXAS COUNTY OF GRAYSON
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Grayson County
as stamped hereon by me.

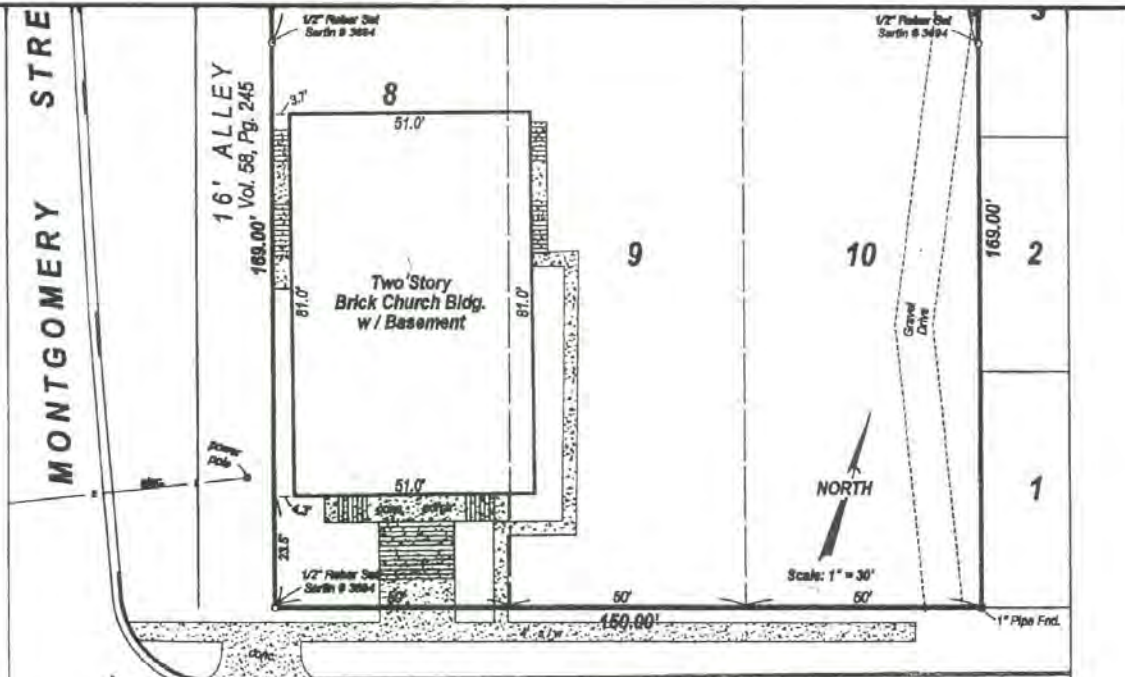
Oct 27, 2011

Wilma Blackshear Bush, County Clerk
Grayson County



HALL & JONES ADD.
To
CITY OF SHERMAN
VOL. 58 PAGE 245





*Submitted:
Kathryn M. Martin*

COLLEGE STREET

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

SURVEY FOR: KATHRYN MARTIN & HEATHER MARTIN

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 28 th day of May, 2008 of the following described property:

Lots EIGHT (8) , NINE (9) , and TEN (10) in Block FOUR (4) of HALL and JONES ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 58, Page 245, Deed Records, Grayson County, Texas.

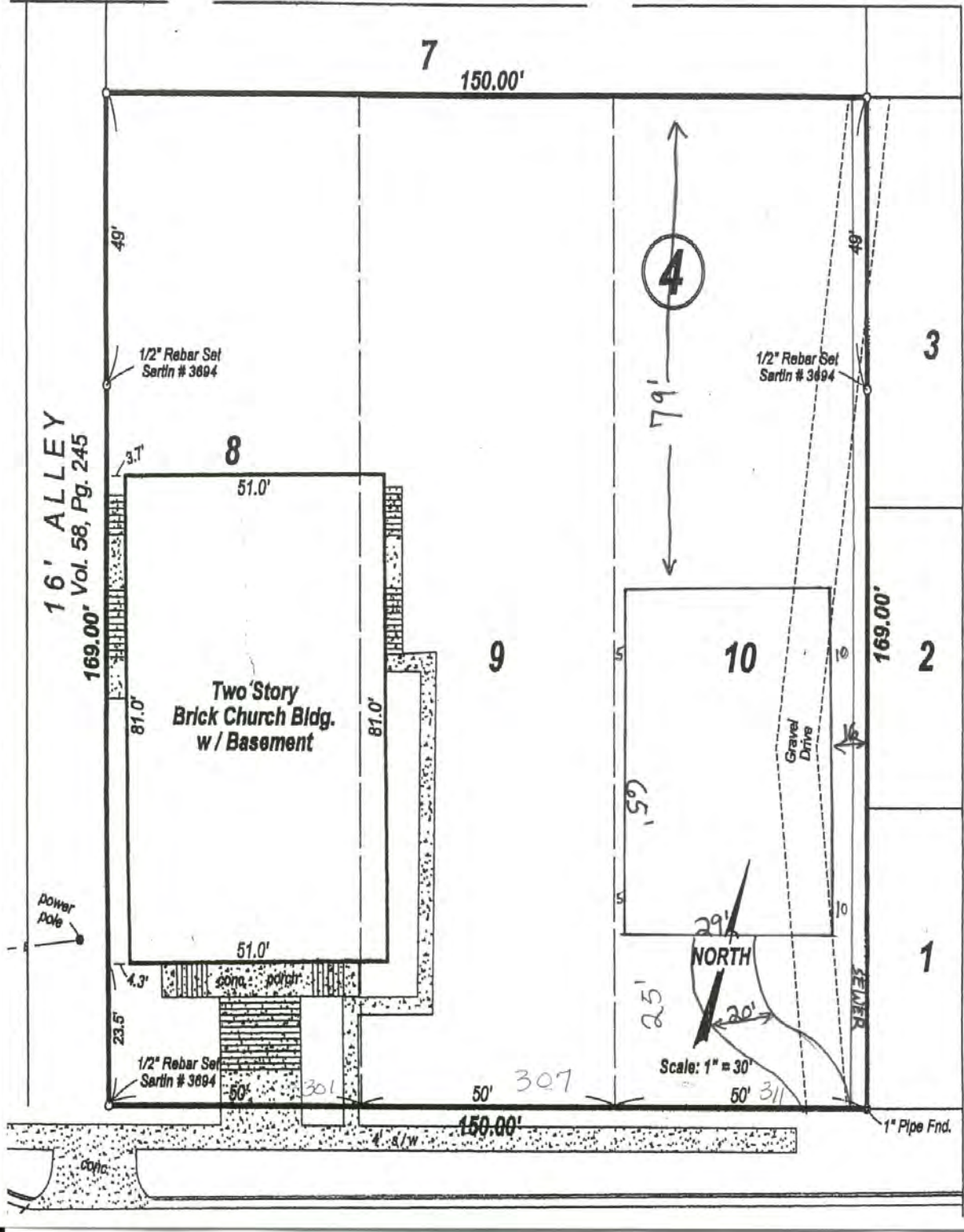
That the improvements located on said property are known as 301 E. COLLEGE STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on the 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
Marshall Sartin R.P.L.S. # 3894



301COLLE.PCS



311 E. College



CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

SUBCONTRACTOR: IDEAL NORTH
CONSTRUCTION

PERMIT #: 112072

DATE ISSUED: 12/05/2011

PROJECT ADDRESS: 311 E COLLEGE ST
PARCEL ID:
SUBDIVISION: HALL & JONES ADDN

LOT #: 10
BLK #: 4
ZONE ORD: R-1 ONE FAMILY RESIDENTIAL

ISSUED TO: IDEAL NORTH CONSTRUCTION
ADDRESS: 1600 HACKAMORE ST
CITY, ST ZIP: MESQUITE TX 75149-6858
PHONE: 903-818-5462

CONTRACTOR: IDEAL NORTH CONSTRUCTION
ADDRESS: 1600 HACKAMORE ST
CITY, ST ZIP: MESQUITE TX 75149-6858
PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION

SQ FT: 1,305.00
BEDROOMS: 4

VALUATION: \$ 100,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

BATHROOMS: 2
STORIES: 1

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.


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

12/5/11
DATE

(APPROVED BY)

1/1
DATE



311 East College



City of Sherman, Texas
Developmental Services Department



1 inch = 69 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. C.4

RESOLUTION NO. 5644

Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2012 (City of Sherman Project); Approving the Issuance Thereof, the Notice of Sale Prepared in Connection with the Public Offering of the Bonds, and the Facilities to be Constructed or Acquired by the Authority for the Benefit of the City

Issue

Approving bond issuance through Greater Texoma Utility Authority (GTUA) for \$5.5 million of improvements to the City's water and wastewater infrastructure

Background

The City has various upcoming water and wastewater improvement projects to be managed through GTUA. These projects include, but are not limited to, the 2nd water transmission line from the water treatment plant to the distribution system, modifications to the Lake Texoma raw water pipeline and water treatment plant flocculation basin, wastewater plant headworks improvements, and biosolids facilities development. The combined cost of these projects will be about \$5.5 million.

To fund these projects, GTUA solicited bids for the bonds that are the basis for this agenda item. GTUA received three bids (representing 21 different entities interested in the bond issue), with the lowest bid reflecting a 3.584% interest rate over twenty years. The bonds are scheduled to close and fund on January 12, 2012.

GTUA General Manager Jerry Chapman will be on hand to answer any questions or offer additional information as needed.

Origination

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.

Staff Recommendation

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

Alternatives

No viable alternatives can be suggested at this time.

Attachments

GTUA General Manager Jerry Chapman's Letter of December 15, 2011

Timetable for Bond Issuance

Resolution No. 5644

Exhibit A – Series 2012 Project Description

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

December 15, 2011

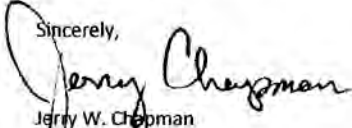
George Olson
City Manager
City of Sherman
P.O. Box 1106
Sherman TX 75091-1106

Re: \$5,505,000 Greater Texoma Utility Authority Contract Revenue Bonds, Series 2012 (City of Sherman Projects)

Dear George,

Earlier today the Authority received bids from three syndicates for the purchase of the GTUA/City of Sherman 2012 \$5,505,000 bond series. A bid tabulation is attached. Garry Kimball of Specialized Public Finance, the Financial Advisor for the Authority and the City, recommends the acceptance of the bid from Southwest Securities at 3.58% interest. This is an excellent bid, and will require the Council's concurrence. Kristen Savant, the Bond Counsel, has provided you under separate cover, the documents for the Council's consideration. I plan to be present at the meeting to answer any questions the Council may have regarding this bond issue.

Sincerely,


Jerry W. Chapman
General Manager

JWC:cb

Attachment



**\$5,505,000 GREATER TEXOMA UTILITY AUTHORITY
CONTRACT REVENUE BONDS, SERIES 2012
(CITY OF SHERMAN PROJECT)**

Sealed Bids Due Thursday, December 15, 2011, at 9:30 AM, CST

Bidder	True Interest Cost	Submitted Via
Southwest Securities, Inc.	3.584347%	Parity
Coastal Securities, Inc. -SAMCO Capital Markets -Crews & Associates -BLN Securities -Protective Securities -Stifel, Nicolaus & Co., Inc.	3.632264%	Parity
Morgan Keegan & Co., Inc. -Robert W. Baird & Co., Inc. -C.L. King & Associates -Duncan-Williams, Inc. -Davenport & Co. L.L.C. -Fidelity Capital Markets -Kildare Capital -Edward D. Jones & Co. -Incapital, LLC -Ross, Sinclair & Associates, LLC -NW Capital Markets Inc. -Wedbush Securities Inc. -Jackson Securities, LLC -Northern Trust Securities, Inc.	3.688355%	Parity



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

November							December							January						
		1	2	3	4	5				1	2	3		1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30	31				

Greater Texoma Utility Authority (Sherman)
Timetable for Issuance of
Contract Revenue Bonds, Series 2012

- | | |
|-----------------------------|---|
| Friday, November 4, 2011 | • Preliminary Official Statement (POS) is electronically distributed for comments. |
| Monday, November 14, 2011 | • POS comments returned to FA. |
| Monday, November 21, 2011* | • Authority Board approves delegated sale authority. |
| | • Applications made for rating & insurance. |
| Thursday, December 1, 2011 | • Preliminary Official Statement (POS) is electronically posted on I-Deal. |
| Friday, December 9, 2011 | • Rating and insurance responses due. |
| Thursday, December 15, 2011 | • Bid accepted for Series 2012 Bonds. General Manager awards sale pursuant to Delegation Authority. |
| Monday, December 19, 2011 | • City of Sherman consents to issuance of Series 2012 Bonds. |
| Thursday, January 12, 2012 | • Closing. Bond proceeds distributed according to Closing Instruction Letter. |

* Regular Authority Board Meeting.

RESOLUTION NO. 5644

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2012 (CITY OF SHERMAN PROJECT); APPROVING THE ISSUANCE THEREOF, THE NOTICE OF SALE PREPARED IN CONNECTION WITH THE PUBLIC OFFERING OF THE BONDS AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY THE AUTHORITY FOR THE BENEFIT OF THE CITY; 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 (i) the issuance by the Authority of any bonds that are to be payable (in whole or in part) from certain moneys that the City has contracted to pay under the provisions of the Contract, (ii) the "Notice of Sale" prepared in connection with the public sale of the bonds, and (iii) the facilities to be constructed, acquired and improved; and

WHEREAS, the net effective interest rate on the Bonds does not exceed the maximum permitted by law and it is now appropriate for this Council to approve the 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 December 15, 2011, executed pursuant to the Bond Resolution (the "Pricing Certificate"), and the project described in Exhibit A attached to the Bond Resolution (the "Series 2012 Project");

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 are made a part of this resolution for all purposes.

SECTION 2. That the facilities to be constructed, acquired, and improved by the Authority with the proceeds of the Bonds for the Series 2012 Project described in **Exhibit A** hereto and in Exhibit A attached to the Bond Resolution are hereby approved. The issuance of the Bonds by the Authority and the use of the proceeds thereof, as described in Exhibit A to the Bond Resolution, are hereby approved. The Bond Resolution and the Pricing Certificate are approved as to form and content, and the City acknowledges that the payment of principal of and interest on the Bonds is payable, in whole or in part, from payments to be made by the City

under and pursuant to the Contract. The City Manager is authorized to execute any documents or certifications necessary to accomplish the delivery of the Bonds.

SECTION 3. That it is the purpose and intent of the City Council of the City to approve the Notice of Sale dated December 1, 2011, and the Official Statement (with respect to the information contained therein with respect to the City).

SECTION 4. That, to the extent required by the purchaser of the Bonds or the Office of the Attorney General of Texas, the Authority is authorized by this City Council to make changes and revisions to the Bond Resolution 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 construction, acquisition, and improvement of the facilities at the earliest possible date, but nothing herein shall be construed as a limitation upon the right and power of the City to approve a change in the facilities for which the Bonds are to be issued, the City specifically reserving the right to modify the facilities for which the Bonds are being issued if the Authority and the City agree such modification should be made.

SECTION 5. 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 six months 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 through 10 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 and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the 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 MSRB’s Internet Web site or filed with the SEC.

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

(b) Material Event Notice. 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) Non-payment 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 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 6. Reporting of Significant Events. 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 7. That the Contract is reapproved in all respects and shall be and remain in full force as the agreement of the parties.

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

SECTION 9. 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.

PASSED AND APPROVED on this the _____ day of _____, 2011.

CITY OF SHERMAN, TEXAS

BY: _____
WILLIE STEELE,
DEPUTY MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

EXHIBIT A

Series 2012 Project Description

Water:

Construction of a second water transmission line from the water treatment plant to the distribution system (Phases I and II), including engineering, right of way and construction; modifications to the Lake Texoma Raw Water Pipeline to provide for cleaning facilities to clean zebra mussels from pipeline; and flocculation basin and piping relining.

Wastewater:

Modifications to the Sherman wastewater treatment plant headworks, including upgrading the variable frequency drive pumps, Phases I and II; East Side Lift Station engineering and design; biosolids engineering, design and construction; relief headworks preliminary engineering and design; and storm water storage contingency.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. D.1

*** OTHER BUSINESS**

**Final Plat Approval of the Helen Perkins Addition; being 6.96 Acres
in the Rueben Hendrix Survey, Abstract No. 504; Alcoholic Services of Texoma, Owner;
Sartin and Associates, Inc., Surveyors (2407 and 2415 Texoma Parkway)**

Issue

To consider Final Plat approval of the Helen Perkins Addition located at 2407 and 2415 Texoma Parkway, being 6.96 acres in the Rueben Hendrix Survey, Abstract No. 504

Background

The property is located at 2407 and 2415 Texoma Parkway, at the northeast corner of Baker Road and Texoma Parkway. The owner is proposing the division of an existing tract for the purpose of development. The property has never been platted.

Origination

Alcoholic Services of Texoma (Owner) and Sartin and Associates, Inc. (Surveyors)

Board Recommendation

At the November 22, 2011 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map

Photos

Plat

P&Z Communication

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

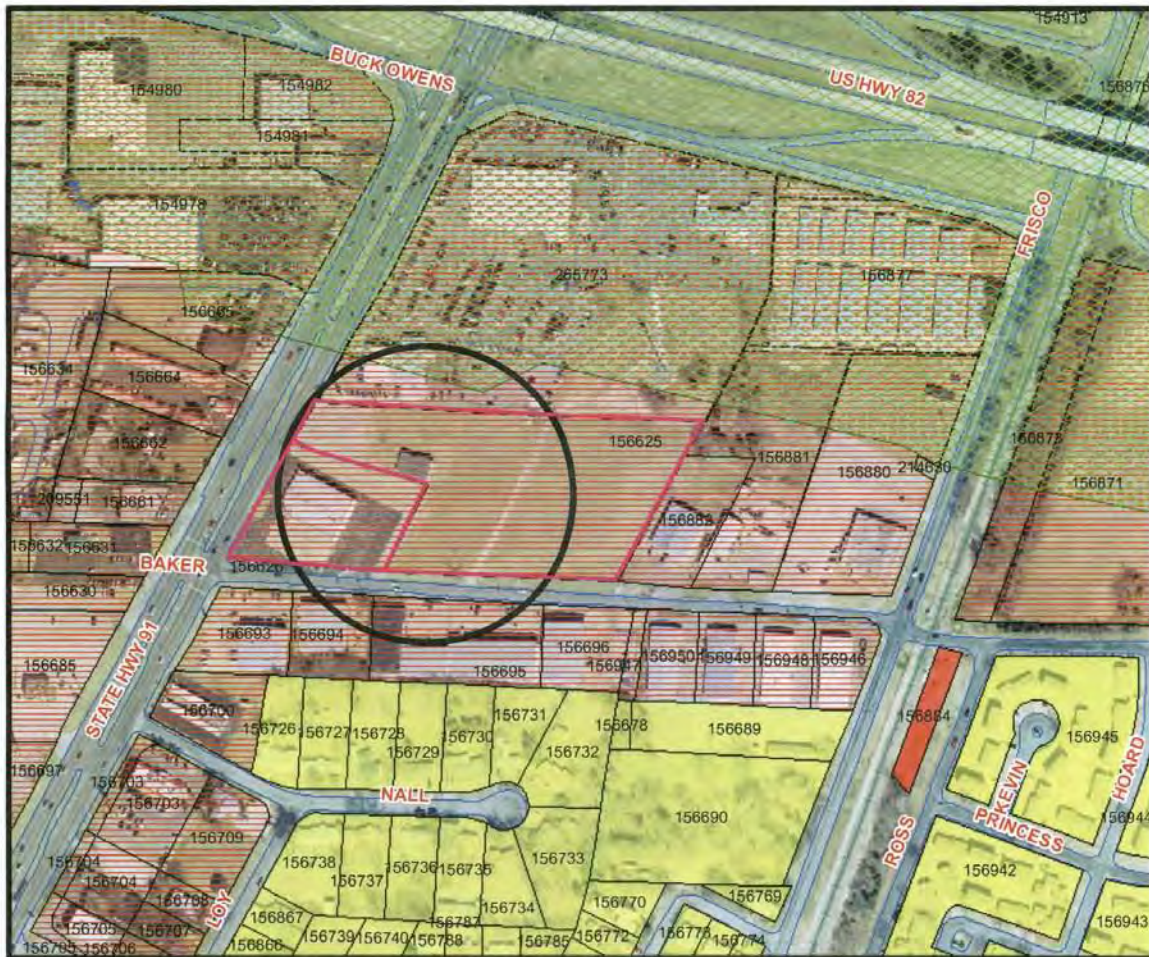


City of Sherman, Texas
Developmental Services Department

2407 & 2415 Texoma Parkway



1 inch = 215 feet



Zoning - 2407 & 2415 Texoma Parkway

Legend

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



City of Sherman, Texas
Developmental Services Department



1 inch = 309 feet

NOTICE: Being a portion of the addition by annex and
 should be a division of city ordinance and
 show the land is subject to these and
 other existing ordinances and building permits.



HELEN PERKINS ADDITION

to the
 CITY of SHERMAN, TEXAS

being 6.96 Acres
 out of
 RUEBEN HENDRIX SURVEY ABST. NO. 504



Owner & Developer
 Arkansas Services of Taxation, Inc.
 P.O. Box 59
 Sherman, Texas 75000-0059
 Robert Stoolfire, President

SARTIN & ASSOCIATES, INC.
 REGISTERED PROFESSIONAL LAND SURVEYORS
 1015 North F Street, Suite 100, Sherman, Texas 75001-1005
 Tel: 940.893.8881 Fax: 940.893.8878 Email: sartin@earthlink.net
 PERKINS-P.gcs

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
November 22, 2011
Lawrence Davis, Chairman

Jim Jacobs, Vice Chairman
Darren Tankersley, Commissioner
Ron Barton, Commissioner
Ryan Michael Kreck, Commissioner

Brad Morgan, Commissioner
Don Hicks, Commissioner
Richard Barber, Commissioner
Vacant, Commissioner

2407 and 2415 Texoma Parkway
Being 6.96 acres in the Rueben Hendrix Survey, Abstract No. 504
Preliminary and Final Plat

Requested Action/Proposed Use:

Approval of the Preliminary and Final Plat of the Helen Perkins Addition.

Background

This is a preliminary and final plat proposing the division of an existing tract for the purpose of development. The property has never been platted.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Alcoholic Services of Texoma (Owners) and Sartin & Associates, Inc. (Surveyors)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Attachments:

Location map
Photographs
Site Plan
Staff Review Letter

Prepared by:
Lisa Whitfield,
Engineering & Development Coordinator

Approved by:
Scott Shadden,
Director of Developmental Services

**STAFF REVIEW LETTER**

November 10, 2011

Alcoholic Services of Texoma
PO Box 69
Sherman, TX 75091

Dear Applicants,

The request for approval of the Plat of the Helen Perkins Addition for the property located at 2407 and 2415 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, November 22, 2011 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Preliminary Plat

1. Platting of the property is required.
2. Field notes shall be corrected.
3. Drive approaches shall be in accordance with TxDOT and the City of Sherman standards.
4. Lot 2 shall dedicate on the plat a private sewer easement to serve Lot 1.
5. At the time of construction, water pro-rata in the amount of \$1,861.80 shall be paid.
6. Detention in accordance with City criteria is required and shall be noted as being private in nature.
7. The location of trash receptors shall be reviewed for approval by the Director of Public Works.
8. Any other changes made to the preliminary plat 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.

Final Plat

1. Letters from the various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Field notes shall be corrected.
4. Drive approaches shall be in accordance with TxDOT and the City of Sherman standards.
5. Lot 2 shall dedicate on the plat a private sewer easement to serve Lot 1.
6. At the time of construction, water pro-rata in the amount of \$1,861.80 shall be paid.
7. Detention in accordance with City criteria is required and shall be noted as being private in nature.
8. The location of trash receptors shall be reviewed for approval by the Director of Public Works.

9. Any other changes made to the final plat 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.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Lisa Whitfield, Engineering and Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

A handwritten signature in blue ink, appearing to read "Clay Barnett", with a long horizontal flourish extending to the right.

Clay Barnett,
City Engineering

cc: George Olson, City Manager
Brandon Shelby, City Attorney
Nathan Huffman, Fire Marshal
Don Keene, Director of Public Works

Scott Shadden, Director of Development Services
Mark Gibson, Dir. of Utilities and Engineering
Lisa Whitfield, Engineering & Development Coordinator
Sartin & Associates, PO Box 1843 Sherman, TX 75091



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. D.2

CITIZEN REQUESTS

The Honorable Willie Steele, Deputy Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. D.3

MEDIA QUESTIONS

The Honorable Willie Steele, Deputy Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. D.4

COUNCIL COMMENTS

The Honorable Willie Steele, Deputy Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

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

Section 551.074

Personnel Matters

- (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:**
 - (1) Greater Texoma Utility Authority Board of Directors (2)**

The Honorable Willie Steele, Deputy Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. F.1

OPEN MEETING

**Reconvene into Open Meeting and consider action, if any,
on items discussed in Executive Session**

The Honorable Willie Steele, Deputy Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Willie Steele, Deputy Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-19-2011

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2011

CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		4	5	6	7	1
2	3					8
9	10	11	12	13	14	15
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FEBRUARY

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MARCH

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APRIL

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MAY

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AUGUST

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01/03/11 - January 3rd Council meeting cancelled
01/17/11 - M.L.K., Jr. Birthday / Regular Council Meeting
02/21/11 - Washington's Birthday / Regular Council Meeting
03/03/11 - 12 Noon Long-Term Planning Meeting
03/28/11 - 12 Noon Called Meeting for PH & Adoption of Ord. #
(Annexation of 23.065 acres south of Dripping Springs Road and west of Cedar Park Village)
04/21/11 - 12 Noon Budget Planning Meeting in Council Chambers
06/17/11 - 8:00 AM Budget Workshop in Council Chambers
06/23/11 - 12 Noon Joint Meeting with SEDCO Board (Ramp Rev.)

07/04/11 - Independence Day - No Meeting Called for 07/05/11
09/05/11 - Labor Day / Called Council Meeting on 09/06/11
~~09/22/11 - 12 Noon Called Joint Meeting with SEDCO Board~~
10/03/11 - 5:15 PM Called Joint meeting with SEDCO Board
10/24/11 - 12 Noon Called Meeting for Annexation Ordinance
(U.S. Highway 82 and S.H. 289)
11/08/11 - City Council Election
11/16/11 - 12 Noon Called Meeting to Canvass Election Results

**2012
CITY COUNCIL MEETINGS**

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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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
 09/03/12 - Labor Day / Called Council Meeting on 09/04/12