

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JUNE 5, 2017
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER PAMELA L. HOWETH**
- A. 3. INVOCATION BY COUNCIL MEMBER PAMELA L. HOWETH**
- A. 4. APPROVE MINUTES OF THE CALLED BUDGET PLANNING MEETING OF APRIL 21, 2017, THE REGULAR CITY COUNCIL MEETING OF MAY 15, 2017, AND THE CALLED CITY COUNCIL MEETING OF MAY 22, 2017**

Special Presentations

- B. 1. SPECIAL PRESENTATION**
Recognizing Municipal Court Clerk Janis Fletcher's Accomplishment in Obtaining her Level 3 Municipal Court Clerk Certificate

Proclamations

- C. 1. PROCLAMATION**
Recognizing Jim Lough for his Service on the Civil Service Commission

Public Hearing

- D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6031**
Adopting a Revised Official Zoning Map
- D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6032**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Marriott Courtyard Hotel in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District at 4344 Loy Lake Road, being Lot 2, Block 1, Ameristate Plaza (Sherman Hotels, LLC, Owner; Gray Rock, LLC, Civil Engineer and Landscape Architect; and EJES, Inc., Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Close Public Hearing and Consider Adoption of Ordinances

- D. 3. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 6031 and 6032
- D. 4. 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

E. 1. RESOLUTION NO. 6226

Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017A (City of Sherman Project); and 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 Such Authority

E. 2. RESOLUTION NO. 6227

Authorizing Execution of a Development Agreement with Sherman Crossroads, Ltd. for the Construction of Public Sanitary Sewer Main Improvements in the Sherman Crossroads, Phase 1, a Development West of U.S. Highway 75, North of F.M. 1417 in the City of Sherman

E. 3. RESOLUTION NO. 6228

Authorizing Execution of a Development Agreement with 3B&L Loy Lake, LLC for the Construction of Public Water and Sanitary Sewer Main Improvements in the Sherman Carwash Addition, a 3.745-acre Development North of U.S. Highway 82, along Loy Lake Road in the City of Sherman

E. 4. * RESOLUTION NO. 6229

Finding and Determining a Public Purpose and Public Necessity Exists for Construction of City Project North Travis Street Water Main Replacement; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to Take all Steps Necessary to Acquire the Needed Property Rights in Compliance with All Applicable Laws and Regulations

E. 5. * RESOLUTION NO. 6230

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the TIPS Purchasing Cooperative

E. 6. * RESOLUTION NO. 6231

Authorizing Execution of an Agreement with Tobars Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 600 South Maxey Street

Requests to Advertise

F. 1. REQUEST TO ADVERTISE

Sale of City-Owned Surplus Real Property

Change Orders

G. 1. * CHANGE ORDER NO. 1

The West Travis Street Phase I Project; 03 Concrete Contractors; \$10,037.00 Increase from Contract Price

Other Business

H. 1. OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of Twenty (20) Tracts of Land in Kings Ridge on Norwood Street, South of U.S. Highway 82 and West of F.M. 1417 (Heritage Parkway), Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

H. 2. OTHER BUSINESS

Site Plan Approval and Exception for Tyson Fresh Meats, Inc., Owners; and Jim Casstevens, Representative; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of a Storage Building for Tyson Fresh Meats and an Exception under Ordinance No. 2252, Article IV, Section 410 (2) (m) to Allow Painted "R" Type Panels on the Storage Building in Lieu of the Required Masonry in the Blalock Industrial Park District at 4700 South U.S. Highway 75

H. 3. * OTHER BUSINESS

Vacation of Plat Approval of Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 & 4, Block 4, W.P. Carter's Addition, being Lots 1R, 2R, & 3R, Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 & 4, Block 4, W.P. Carter's Addition; Lazy L. Enterprises, Owners; and Helvey-Wagner Surveying, Inc., Surveyor (600 block of East Carter Street and 802 North Throckmorton Street)

H. 4. * OTHER BUSINESS

Replat Approval of Christian College Addition, Block 16, Lot 1R, being all of Lots 1, 3, 5 & 7, Block 16, Christian College Addition; Seraj Ali and Maynah S. Ali, Owners; and Preston Trail Land Surveying, Surveyor (1802 East Houston Street and 1809 East Lamar Street)

H. 5. * OTHER BUSINESS

Replat Approval of Lots 1 thru 4, Block A, Green Mount 2nd Addition, being 0.717 acres in the J.B. McAnair Survey, Abstract No. 763; EMR Real Estate, LLC, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (833 West Pecan Street and 407 North Ricketts Street)

H. 6. * OTHER BUSINESS

Replat Approval of Lots 3 & 4 of the Repat of Fairview Park Patio Homes, Lots 1-7, being Lots 3 & 4 of the Repat of Fairview Park Patio Homes, Lots 1-7; Shreetejas, LLC, Owner; and William Davis Finney, Surveyor (1400 block of Park Place)

H. 7. OTHER BUSINESS

Consider Cancellation of the July 3, 2017 City Council Meeting

I. CITIZEN REQUESTS

J. MEDIA QUESTIONS

K. COUNCIL COMMENTS

Executive Session

L. 1. EXECUTIVE SESSION

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

Section 551.087

Deliberation Regarding Economic Development Negotiations:

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

The Council reconvenes into General Session

M. 1. OPEN MEETING

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

N. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on June 2, 2017 at 2:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 2nd day of June, 2017
City of Sherman, Texas

City Clerk

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

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

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

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

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

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

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

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

Kevin Couch, Council-At-Large, PL #1

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

Shawn C. Teamann, Council – District #1

Terrence R. Steele, Council – District #2

Pamela L. Howeth, Council – District #3

Charles H. Brown, Sr., Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A.4.

Meeting Date: 06/05/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE CALLED BUDGET PLANNING MEETING OF APRIL 21, 2017, THE REGULAR CITY COUNCIL MEETING OF MAY 15, 2017, AND THE CALLED CITY COUNCIL MEETING OF MAY 22, 2017

Attachments

April 21, 2017 - Called Budget Meeting

Budget Planning PowerPoint

May 15, 2017 Minutes

Parks, Recreation, & Open Space Master Plan

May 22, 2017 Called Meeting Minutes

STATE OF TEXAS **§**

April 21, 2017

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on April 21, 2017.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Jason Sofey.
Council Members Brown, Couch, Howeth, Steele, Teamann.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT:

Robby Hefton, City Manager; Brandon Shelby, City Attorney; Don Keene, Assistant City Manager; Mark Gibson, Director of Utilities; Scott Shadden, Director of Development Services; Steve Ayers, Director of Public Services; Mary Lawrence, Director of Finance; Danny Jones, Fire Chief; Zachary Flores, Police Chief; Jason Jeffcoat, Assistant Police Chief; Bruce Dawsey, Police Lieutenant; Danny Fuller, Fire Marshal; Chris Olson, Fire Division Chief; Tom Brown, Fire Division Chief; Dan Wood, Fire Division Chief; Tammy Davis, Controller; Jim Cross, Water Systems Manager; Kevin Winkler, Public Works Manager; Clint Philpott, Director of Engineering; Cathy Perkins, Human Resources Manager; Nate Strauch, Community and Support Services Manager; Theresa Hutchinson, Parks and Recreation Manager; Sarah McRae, Tourism/Main Street Manager; Moises Duran, Community Planning Coordinator; Junior Jaimes, Computer Support Technician; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

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

Invocation by Council Member Charles Brown, Sr.

Financial Update and Council Input for 2017-2018 Budget Year

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Plyler called the meeting to order at 12:02 p.m., declared a quorum present, and opened the Called City Council Meeting.

INVOCATION BY COUNCIL MEMBER CHARLES BROWN, SR.

FINANCIAL UPDATE AND COUNCIL INPUT FOR 2017-2018 BUDGET YEAR

Robby Hefton, City Manager, explained that the purpose of the meeting was to update the City Council on the work plan, where the City stands financially, and to look ahead to the budget process for 2018. Discussions have been held with individual Council Members to gather preliminary input, which will be presented at the end of the meeting, as well as some staff issues that will come up during the budget process.

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The staff is still in the process of gathering budget input from the departments. Deadline for the input is May 5, 2017. Management meetings with the departments will begin in mid May and the Budget Workshop will be held on June 15, 2017, hopefully keeping it to one day. To do that, some presentations may be held at Regular City Council Meetings prior to the Budget Workshop. Mr. Hefton said the Parks Master Plan Update and the Storm Water Fee Program are about ready to present to the City Council.

Work Plan Update

Don Keene, Assistant City Manager, presented the status of the 2017 Initiatives. He said there are approximately 30 projects that are currently underway. These are not maintenance and repair projects, but are major projects that the Council has identified as initiatives. He added this is one of the busiest and most challenging times in Sherman. He updated the Council on the status of the projects.

Most of the utility projects are water related, and include the Water Treatment Plant Expansion, Southwest Elevated Water Storage Tank, Carriage Estates Water System, Preston Club Water System, and the SH 56 West Annexation / Water Main.

Thoroughfare projects include FM 1417 Development Management, Loy Lake Rebuild, Sherman Crossroads, Lamberth West Development, Friendship Road Development, Swan Ridge Drive Development, FM Hwy 1417 / US 75 (southeast) Development, Canyon Creek Drive Extension, Park Avenue Realignment, and several Texas Department of Transportation projects to leverage local tax dollars.

Mr. Keene said other projects include the Fire Station #4 Relocation, Pecan Grove Ball Fields, Library Renovation, Parks Master Plan Update, Substandard Structures, Stormwater Management and Planning, Downtown Sidewalks, Downtown Streetscape Phase 2, Grand Avenue Safety Improvements, and Compensation and Staffing Changes.

Also included are the Fixed Network, Hotel/Motel/Tourism Plan, Adjustment of Property Tax Rate, a Phased Bond Issue, and Partnerships with the Sherman Independent School District and the Sherman Economic Development Corporation.

Mr. Keene reiterated that there are a lot of good things going on. It is a challenge for the staff but they feel good about the progress that has been made.

Council Member Couch commended Mr. Hefton, Mr. Keene, and the rest of the City staff saying there are a lot of projects and the staff is doing a great job of keeping the City Council informed and a part of the process.

Financial Update

Mary Lawrence, Director of Finance, presented an update on the financial results for 2016 and where the City is for 2017.

For FY 2016, the General Fund was down \$840,000, even though it was expected to be down \$1 million, due to good sales tax performance. For FY 2017, revenues and expenditures are about where budgeted.

The Utility Fund for FY 2016 sees reserves down \$1 million but they budgeted to be down \$1.6 million. This was because there were higher reserves than were needed. This year there is pressure in the water and sewer revenues. There is a water contract with Panda Energy and because of the weather, they aren't using as much water as expected. There is a contracted sewer account with the City of Howe and that account is down. There are industrial surcharges that are down. Because of

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these three things, year-to-date, the revenue is down about \$250,000. Ms. Lawrence said there's also a "write-off" of a wholesale account that will be about \$120,000. When the budget was built, the City planned on that revenue. She said the projected revenue will be reduced by about \$700,000.

Mr. Hefton said the revenue in the Utility Fund is about \$22,000, which represents about a 3% to 3.5% decline in the projected revenue. The revenue projects are above what was experienced last year, but below budget. Ms. Lawrence said, taking out the other things, the growth in the base is about 1.5%. There is a stable base with some growth in it.

Mr. Hefton said the City relies on the "cushion" of the reserves in each fund so they don't have to make adjustments in the rates on the spur of the moment.

Ms. Lawrence said commercial solid waste is another fairly volatile source of revenue that fluctuates. Reserves were up in 2016, but it's gone down in 2017 and is about 3% lower than last year. Part of the fluctuation is that companies learn to be more efficient with their trash. The City bills by container, but disposal fees are paid by the ton.

As for fund balances, the General Fund is higher than what was budgeted and is at 68 days of reserves. The Utility Fund is at 60 days and that is really the minimum. In the Solid Waste Fund, the projected is about equal to budget and there are about 67 days of reserves.

Ms. Lawrence said the City did have an opportunity in the last couple of weeks, to refinance some bonds. The City is currently in the process, and it will save about \$42,000 per year in debt cost.

She displayed a graph of the sales tax history, which showed "a little bump" in 2016 from audit collections of about \$250,000 from the State Comptroller. Sherman still has a very low property tax rate compared to their peer cities. Mr. Hefton said in 2013 there was a similar slope of lines in both sales tax and property tax. He said it was an indication of the growth that Sherman has experienced.

Deputy Mayor Sofey confirmed that Denison was at \$0.64 per \$100 valuation for their property tax rate. Mr. Hefton said the designated "peer cities" used for comparison are close to Sherman's size at 30,000 to 50,000 population.

In the Utility Fund, Ms. Lawrence said they have lowered the projection for water and sewer sales, and debt service is at \$6.4 million. Of that debt service, \$1.3 million is for the Water Treatment Plant Expansion project. Mr. Hefton said \$1 million in debt is about \$15 million in projects.

In the Solid Waste Fund, she said the ending fund balance will be about where it should be.

Ms. Lawrence addressed long-term bond debt, adding that Sherman mostly has Greater Texoma Utility debt on the water and sewer projects. Most other cities don't do water and sewer the same way Sherman does. Sherman has debt on water taken from Lake Texoma, and owns their water distribution lines, the collection system, and they treat their own water. Sherman owns the means of production, which is different from the way most cities' water systems are handled.

Mr. Hefton said North Texas Municipal Water District's rates are increasing about 10% annually over the next eight years because they have about \$500,000,000 in projects that are coming on line. While Sherman's rates are slightly lower than NTMWD's rates now, that gap will widen significantly over the next few years because of the debt coming online, that will be passed to the member cities. Ms. Lawrence added that Sherman has a very low tax supported amount of debt.

In the General Improvement Fund, Ms. Lawrence said the important number is the ending fund balance of \$673,000 after the projects are completed. The projects are paid through bonds and

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funded through operations. Some of the projects depend on if the School Bond Issue passes and other development in the City.

Council Member Couch verified that the \$153,000 from FEMA for Travis Street repairs was for the sinkhole. Mr. Hefton said the bid on that project was about \$400,000, but it was completed with City crews and the City saved about 50% by completing the project in-house.

Council Member Couch verified that the Downtown Streetscape project was the sidewalks on Lamar Street. Clint Philpott, Director of Engineering, said the City is waiting on final approval from TxDOT for the project.

FY 2018 Planning

Mr. Hefton said the Council now needs to look forward. There will be about two more months of data that will be used for the projections for the Budget Workshop. He said the City is preparing or laying groundwork for the future growth of the community. One way to do this is to plan for the location of roads, for new water and sewer infrastructure, and for the expansion or relocation of certain facilities, such as the library or fire station #4. As Sherman annexes and expands its footprint westward, they need to be able to serve those new areas. Such planning includes determining the location of future fire stations to best serve the citizens.

One key element of planning is transportation, not just for City streets, but also for leveraging funding with TxDOT to move projects up on their list, and to get Federal and State funding for the projects. By spending a little "Sherman money," Mr. Hefton said the City is able to make a great impact on how TxDOT money is spent.

Council Member Couch asked if the staff was seeing TxDOT projects move forward faster than they normally would, since Clay Barnett has been hired by Grayson County as the Metropolitan Planning Organization Director. Mr. Hefton said there are three things that are helping enhance the City's ability to have TxDOT dollars spent in Sherman. The first is Sherman's ability to spend some of their own money; the second is more attention since Mr. Barnett has been hired as the MPO Director and Grayson County Engineer; and the third is the new TxDOT District Engineer, Noel Paramanantham, who lives in Sherman. Mr. Hefton said he is a great asset to TxDOT, is easy to work with, and is "pro Sherman."

Mayor Plyler said that, adding local dollars to these projects also allows Sherman to have additional control over the design of the project.

Mr. Hefton said the Storm Water Program and the fee implementation will be a big item in the upcoming budget. He added that there might be a presentation on this item prior to the Budget Workshop too. The Council started talking about storm water management about 10 years ago and there was a flood in 2007 that caused "tens of millions of dollars" in damage throughout the area.

Since that time the City has been focused on how to deal with that in the future and it has been addressed in the Comprehensive Master Plan update. A Storm Water Plan was also developed which studied the infrastructure from a drainage standpoint, including a regional detention standpoint. Out of that study, came a list of projects on which the City should focus.

Over the last year, the City has done a fee study, which was required by law. Since they developed the plan, the fee study helps determine how the projects will be paid for. During the Budget Workshop, the staff will present a plan for storm water management. The first part will be an ongoing operational approach with a City crew to replace aging and failing storm water infrastructure, clean creeks and other drainage ways, and culvert repair and replacement. The second part would be the financial part and would probably include issuing debt to be paid through a storm water fee, phased in

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and based on the size of the house. This would allow immediate impact and improvement to different areas.

The list identified about \$50 million to \$55 million in projects for the Storm Water Plan. The City has prioritized the list to focus on projects that would have more impact from cost or from leveraging FEMA dollars to help pay for the projects.

Other projects from the General Fund include a replacement plan for the Fire Department's self-contained breathing apparatus, various large fleet and equipment requests, and the street maintenance budget. These projects are large dollars and some can be scheduled in phases.

The Utility Fund includes projects for the development of utility infrastructure, including the extension of sewer to SH 289 and US Hwy 82, which is estimated to be a \$2 million project. As the roads are developed, water and sewer infrastructure will also need to be developed. Those projects will also have an impact on rates.

Quality of life projects include the Parks Master plan update and various park projects coming out of the plan. Other park projects include the Pecan Grove West ball fields and bike trails and boulevards.

Mr. Hefton said staffing and facilities are also important and the staff will review employee compensation and benefits to make sure the City is keeping up with fair wages and that the employees are taken care of. He said he was "cautiously optimistic" about the healthcare issues. The City made some significant changes in how the group health plan is managed. He did not know the dollar impact it would have, but he felt it would be significant. If it is significant, he said they would like to help offset some of the pain that the employees have had to date in helping bear that burden.

He said the budget would also address staffing levels and those needs related to growth in the City. Sherman can't grow and expand without also expanding the ability to serve and provide the needed services. Mr. Hefton said the City also has some old buildings that really need to be evaluated and addressed. He was not sure what the effect would be on the budget for these issues.

Mayor Plyler said, during this process, he wanted to take special care to look at the employee compensation package. Because of the changes in health care, as the City adds more projects, he wants to be sure they don't ask the employees to "work more for less." Mr. Hefton said you need to take care of the employees. It's not an easy task, but it is a priority and he said the staff would bring back a recommendation.

Council Member Couch said there are several governmental entities that are "out of control" with their spending, however he complimented the City of Sherman on operating very efficiently and with the taxpayer in mind. He said, as an elected official, he appreciated that. Mr. Hefton said he is extremely proud of the City employees because they have been asked to do more with less, even when the City expands.

Council Member Teamann said he had discussed with Mr. Hefton, hiring an outside firm to evaluate and make sure salaries are in line with peer cities. Mr. Hefton said, in the past, the City has used an outside firm to help drive or validate the situation, and said that would be discussed during the Budget Workshop. He said it would probably be used more for the public safety departments because their pay is complex. Most other employees are either paid hourly or salary.

Mr. Hefton said the previous projects were identified by the staff, but there are also projects that are identified by the City Council. He introduced projects and concerns that were raised by City Council Members during their individual meetings.

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The first was to continue focusing on the clean-up with substandard structures, and possibly expanding the program a little. The staff will continue to focus on substandard structures, but some input was to expand the program. He said more resources could be added to the Environmental Code Office to help combat the problem. Additional funding could also be set aside to expand the program and look at commercial structures too.

Council Member Howeth asked if the City tried to recoup any money from individuals. Mr. Hefton said that is possible and the staff would probably review other cities' policy to see how they do it. The problem with commercial structures is that they are probably older and have asbestos, which must be abated. He did feel that a portion of the cost should be recouped from the property owner. Before trying to tear the structure down, the City encourages the property owner to take care of it themselves.

Council Member Teamann verified that many of the properties are owned by out-of-town heirs that really don't care about it. Mr. Hefton said the staff may ask for more resources and another Environmental Code Officer.

Mr. Hefton said he was not sure what funding would be available for the Jumpstart the Heart Program. The staff has discussed whether it is a Hotel/Motel Tax item or a General Fund item. He said it would be discussed more with the budget.

Other items that will be discussed include artificial turf at Pecan Grove Ball Fields, Main Street grant opportunities, Skate Park improvements, bike trails and boulevards, and Texoma Parkway building standards. Mr. Hefton said there are several things that need to be reviewed along Texoma Parkway including old buildings; standards that are used for building, design, and redevelopment; signage; and code enforcement issues. He said recommendations will be submitted to the City Council to address the issues.

From a funding standpoint, Mr. Hefton said the staff will ask for more debt to continue the development infrastructure and transportation program. The debt will also include some Parks and Recreation dollars for facility development in the 2018 CO issue. The estimate as to how much debt would be needed for 2018, is about \$16 million. He said a majority of the dollars relate to transportation and streets, but there will be some in the parks area, and maybe in another area too. He said the City would probably need one more bond issue in 2018 for now.

Mr. Hefton showed comparison slides with Sherman's tax rate as compared to peer cities. Sherman's tax rate is \$0.394, and the average of the peer groups, with populations from 30,000 to 60,000, is \$0.63.

Council Member Teamann verified that the City's capacity for debt is limited by State law and has more to do with the tax rate. He said the City must pay for this new debt through rates, unless there is money set aside that is not used for operations. He said there would be an impact, but he could not say what it would be for 2018.

They try to minimize the impact through the tax rate by supplementing the growth in the tax base. If the City receives more tax revenue next year because property values increase, that additional revenue will help offset what is needed from the tax rate to pay for the debt. The tax rate is the last thing that is set but as debt is added, it will increase. The average debt rate for cities our size is \$0.19, and Sherman is currently at just over \$0.04. Cities don't grow by paying for things out of their "checking account," they issue debt for infrastructure.

Council Member Teamann verified that there are currently no bonds that will be paid off soon. Mr. Hefton said the City has not been issuing debt in the past. Debt is used for large projects, not paying for employee raises. He said the debt rate will increase, but they try to minimize the impact.

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Mr. Hefton presented the average water rate for Sherman's peer cities. The average rate for 5,000 gallons of water, which is what the average household uses, is \$34.69. Sherman's water rate is \$32.10, or 8% lower than our peer cities. He did not know if a water rate increase would be needed this year, however the City is about \$700,000 down in revenues.

In summary, Mr. Hefton said it is a continuation of what we've been doing in terms of planning and development activities. There was Council input about cleaning up the City, more money for substandard structures and environmental code, making sure we take care of what we have, and taking care of the employees. He asked Council Members if there were any other issues that they wanted to discuss as the budget is built for 2018. There were no other issues at this time. Mr. Hefton said the staff will bring back a balanced budget for Council discussion and consideration.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 1:34 p.m.

MAYOR

ATTEST

CITY CLERK



Budget Planning Meeting

April 21, 2017



Work Plan Update

2017 Council Initiatives – Status

Utilities

Water Treatment Plant Expansion

- ✓ Contractor Moving on Site
- ✓ Construction – April 2017 through January 2019

Southwest Elevated Water Storage Tank

- ✓ Inside Coating in Progress
- ✓ Control Valve Installation in Progress
- ✓ Completion – June 2017

Carriage Estates Water System

- ✓ Construction in progress. Expected completion DEC17.

Preston Club Water System

- ✓ Materials ordered. Construction of main line expected to take approx. 4 weeks.

Hwy 56 West Annexation / Water Main

- ✓ Water main: East leg & Friendship Rd bore complete. Heading West. Expected completion JUN17.

2017 Council Initiatives – Status

Thoroughfares

FM 1417 Development Management

- ✓ Transportation planning study - Complete
- ✓ Taylor Street Alignment Approval - Complete
- ✓ Taylor Street Phase 1 Design in Progress (June 2017)
- ✓ Taylor Street ROW purchase scheduled for 2Q17
- ✓ Taylor Street Phase 1 Construction – 4Q17 through 2Q18
- ✓ Phase 2 and 3 Schematic Design (3Q17)

Loy Lake Rebuild (Street sales tax, TIF, bond)

- ✓ East side paving – 90% complete
- ✓ West side construction in progress, planned completion 3Q17

Sherman Crossroads

- ✓ TIRZ (TIF) established
- ✓ West Travis PH1 construction (95%) expected to complete in MAY17
- ✓ West Travis PH2: Condemnation of Actitech in progress
- ✓ Northgate Dr. extension to W. Travis St. to be done by SEDCO
- ✓ West Travis PH3: preliminary design/alignment underway; timing dependent on SISD Plans

Lamberth West Development

- ✓ Appraisal/ROW acquisition in progress. 5 of 12 acquired.
- ✓ Developer working with engineers on layout of roads/sewer alignment

Friendship Rd Development

- ✓ Schematic design 30% complete, expected completion 3Q17.
- ✓ ROW acquisition – 4Q17 through 1H18
- ✓ Construction 2H18-2H19

2017 Council Initiatives – Status

Swan Ridge Drive Development

- ✓ Design complete
- ✓ Coordinating with developer
- ✓ Plan to bid in 2Q17
- ✓ Construction planned for 2H17-2H18

Hwy 1417/75 (southeast) Development

- ✓ Site appraisal complete
- ✓ Demolition of structures after new fire station built (2018)
- ✓ Site to be sold to SEDCO to help pay for new Station 4

Canyon Creek Dr. Extension

- ✓ Construction in progress. Estimated 4Q17 completion.

Park Ave. Realignment

- ✓ Design in progress (June 2017)
- ✓ Construction planned for 4Q17-2Q18

TxDOT Projects

- ✓ Staff working with TxDOT to leverage local tax dollars (project content, timing, etc.)

2017 Council Initiatives – Status

Other

SFD Station #4 Relocation

- ✓ ID/Acquire location –Complete
- ✓ Station design – Contract pending with EIKON/Design 2H17
- ✓ Construction – 2018

Pecan Grove Ballfields

- ✓ Purchase of 25 acres complete
- ✓ PH1 Sports Complex Design due May 2017. Council presentation at budget workshop.

Library Renovation

- ✓ Construction begins in April, projected to end 1Q18.

Update Parks Master Plan

- ✓ Plan update is complete. Council presentation planned for April/May.

Substandard Structures

- ✓ 22 structures demolished in 2016. 14 demolished in 2017 YTD with another 8 planned.

2017 Council Initiatives – Status

Stormwater Management and Planning

- ✓ W. Lamar St. & W. Houston St. flood plain property purchase complete
- ✓ Stormwater Utility Fund study in progress (3Q17)

Downtown Sidewalks

- ✓ Houston St. sidewalk repairs - Complete
- ✓ Rusk St. and Lamar St. design/estimate in progress
- ✓ Construction planned for 3Q17

Downtown Streetscape - Ph2

- ✓ Engineering/Design – complete
- ✓ Construction – waiting on TxDOT, expect to bid 3Q17, construction 4Q17 through 1Q18

Grand Avenue Safety Improvements

- ✓ Signs/lights installation, re-stripping complete.

Compensation and Staffing Changes

- ✓ Public Safety pay adjustments, COLA, and addition of approximately 20 FTE's complete.

2017 Council Initiatives – Status

Fixed Network

- ✓ Vendor agreements in progress.

Hotel/Motel/Tourism Plan

- ✓ In Progress

Adjust Property Tax Rate

- ✓ Effective 1/1/16. Expected \$472K incremental revenue per year.

Phased Bond Issue

- ✓ Received the \$19M from the 2017 CO issue on 3/30. None of the proceeds will be spent until all the 2016 proceeds are gone. So far we have spent about \$1.5M of the \$7.2M of 2016 CO proceeds and \$335K of the \$1.8M of Tax Note proceeds for Loy Lake Rd.

Partnerships

- ✓ SISD (future high school site, Veterans Field, etc.)
- ✓ SEDCO (fire station #4, Northgate Dr. extension, etc.)



Financial Update

Financial Update Summary

General Fund

- FY2016 ending reserves down \$840k vs FY2015, as expected
- FY2017 Revenues and expenditures = budget

Utility Fund

- FY2016 ending reserves down \$1.0M vs. FY2015, as expected
- FY2017 proj revenue \$700k below budget

Solid Waste Fund

- FY2016 ending reserves up \$470k vs. FY2015: \$300k revenues over budget, mostly CSW
- FY2017 projected revenues \$100k (2%) below budget due to CSW

Financial Update Summary

Fund Balances

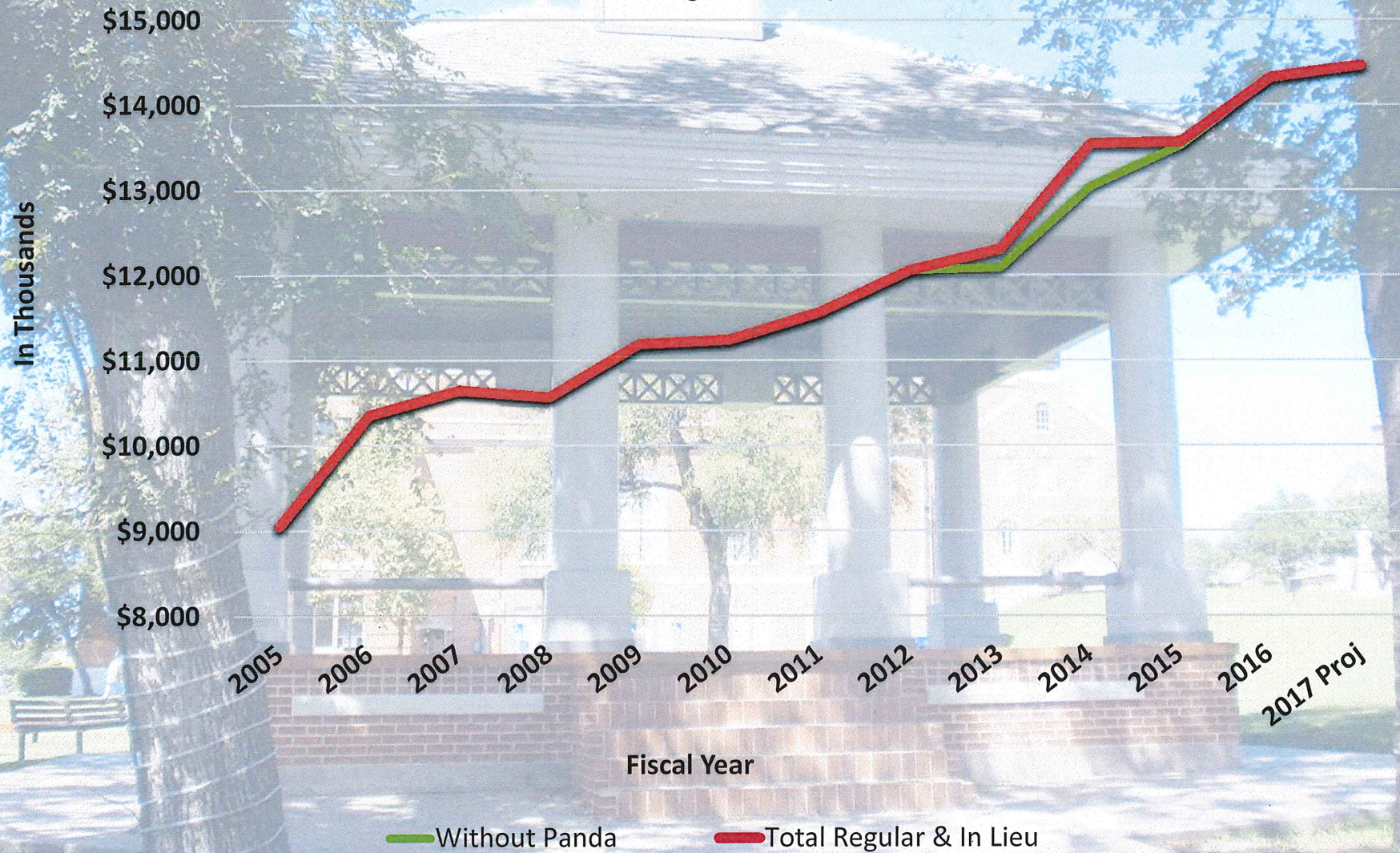
- General Fund - \$6.5 million
 - \$500k above FY17 budget
 - 68 days reserves
- Utility Fund - \$3.6 million
 - \$700k below FY17 budget
 - 60 days reserves
- Solid Waste Fund - \$1.2 million
 - Projected = budget
 - 67 days reserves

City of Sherman GENERAL FUND

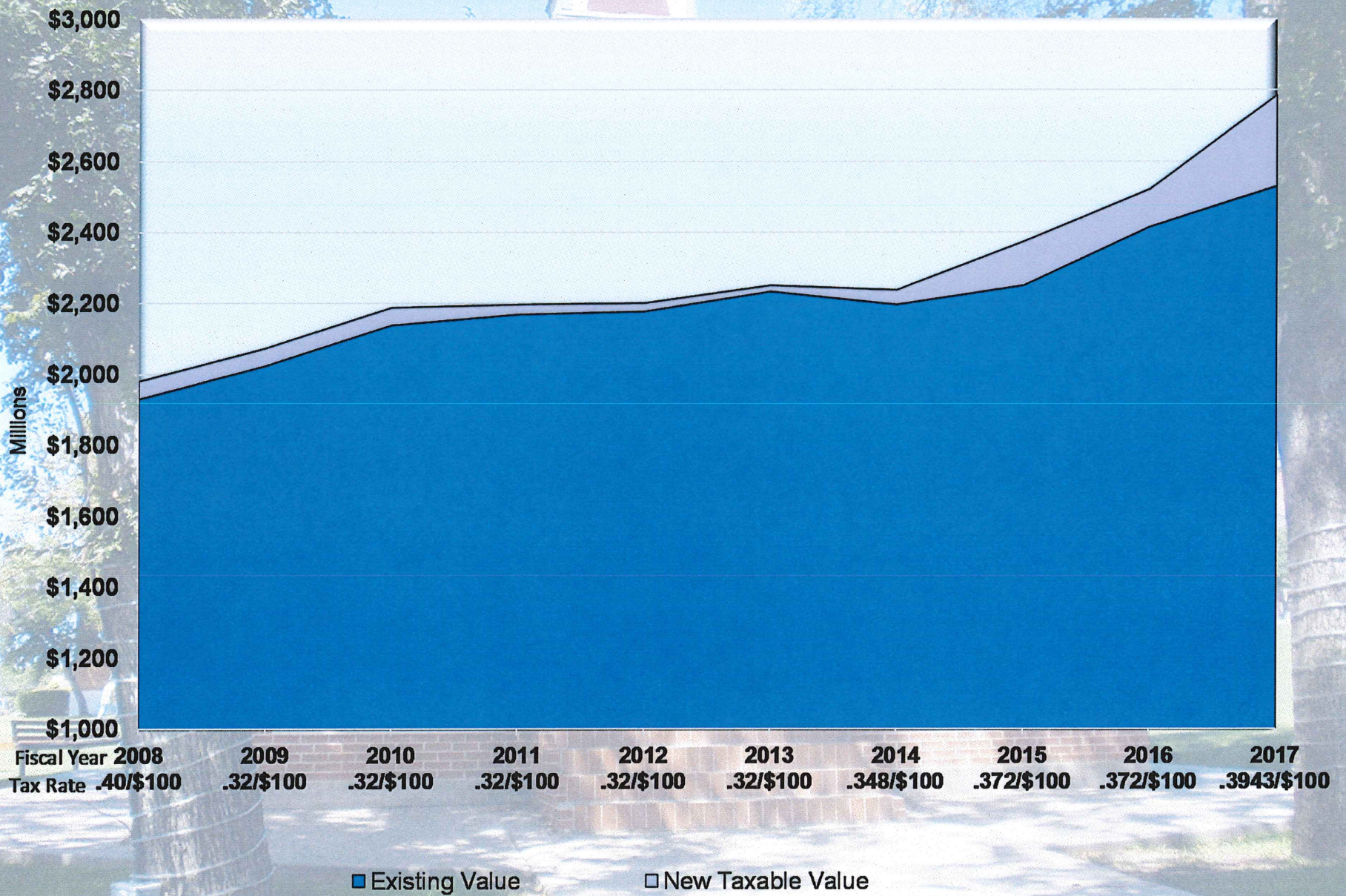
	Actual 2015-2016	Adjusted Budget 2016-2017	Projected 2016-2017
Beginning Fund Balance	\$ 8,313,395	\$ 7,053,600	\$ 7,472,319
Revenues			
Property Tax	7,970,204	9,329,300	9,302,300
Sales Tax	15,487,150	15,487,000	15,488,000
Franchise Tax	2,759,978	2,778,900	2,773,100
Other Taxes	141,767	143,400	147,000
Fines & Penalties	477,017	547,800	511,800
Recreation	329,921	356,000	356,000
Licenses & Permits	402,350	383,600	383,600
Rentals	48,334	46,300	46,300
Cemetery	117,512	147,800	147,800
Sales & Service	443,752	561,744	561,744
Ambulance Service	1,299,382	1,252,000	1,252,000
Interest Income	78,914	75,000	75,000
Grant Revenue	391,629	188,004	188,004
Intergovernmental	11,000	12,000	12,000
Miscellaneous Revenue	643,782	196,700	196,700
Total Revenues	30,602,691	31,505,548	31,441,348
Transfers In	2,857,159	2,782,000	2,782,000
Total Revenues and Transfers In	33,459,851	34,287,548	34,223,348
Total Funds Available	41,773,246	41,341,148	41,695,667
Expenditures			
Personnel	22,987,449	24,523,996	24,523,996
Supplies	1,205,393	1,667,406	1,553,304
Repair & Maintenance	1,134,287	1,410,881	1,403,922
Utilities	1,240,050	1,353,250	1,353,250
Information Technology	561,179	544,467	544,467
Services & Charges	2,395,586	2,245,060	2,245,059
Vehicle Usage	1,416,742	1,369,930	1,369,930
Capital Expenses	721,625	741,857	706,473
Transfers Out	2,638,616	1,533,054	1,533,054
Total Expenditures	34,300,927	35,389,901	35,233,454
Excess Revenues over Expenditures	(841,076)	(1,102,353)	(1,010,106)
Ending Fund Balance	\$ 7,472,319	\$ 5,951,247	\$ 6,462,213

Sales Tax History

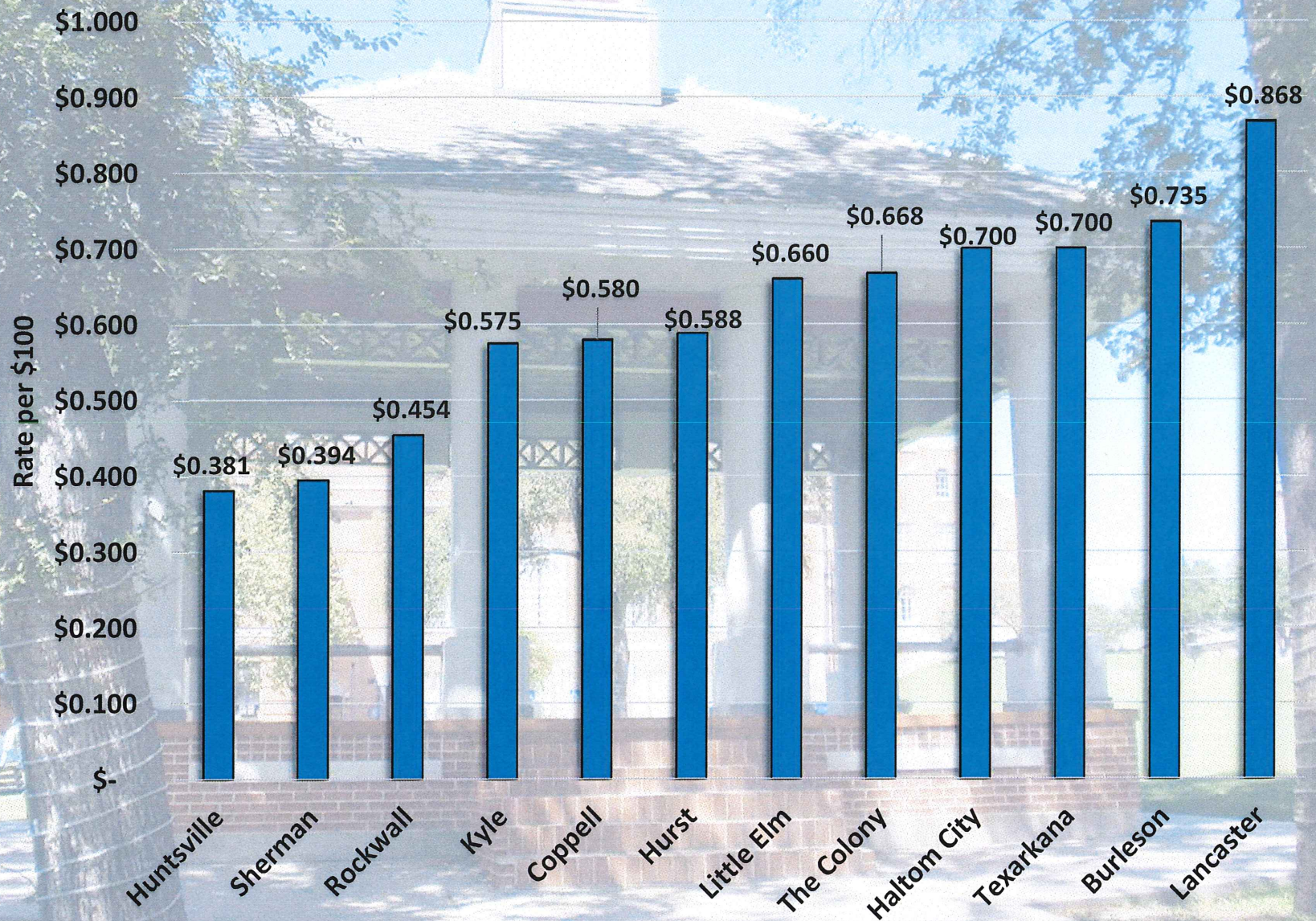
(excluding Street tax)



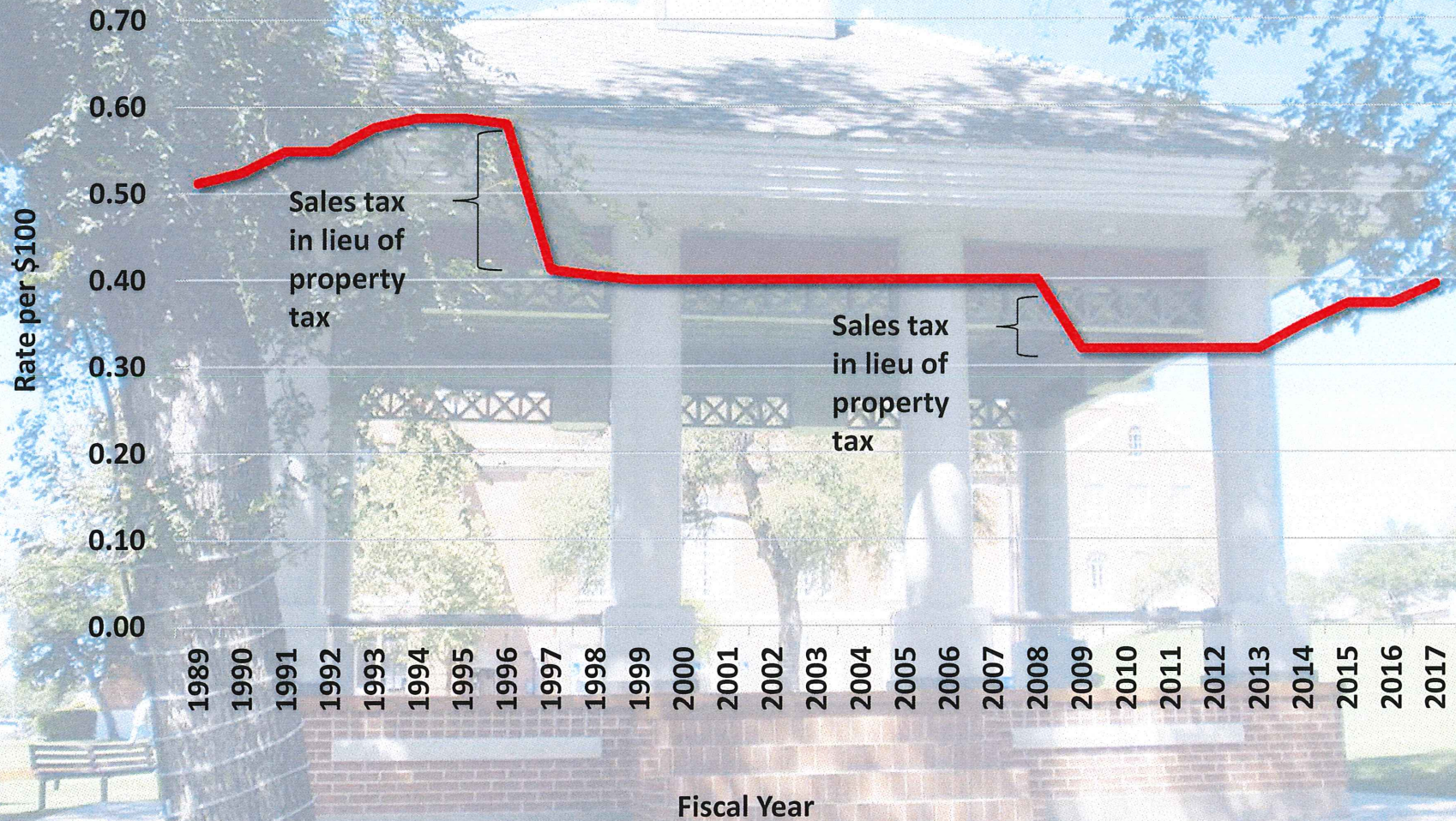
Property Tax Rates and Value



Property Tax Rate



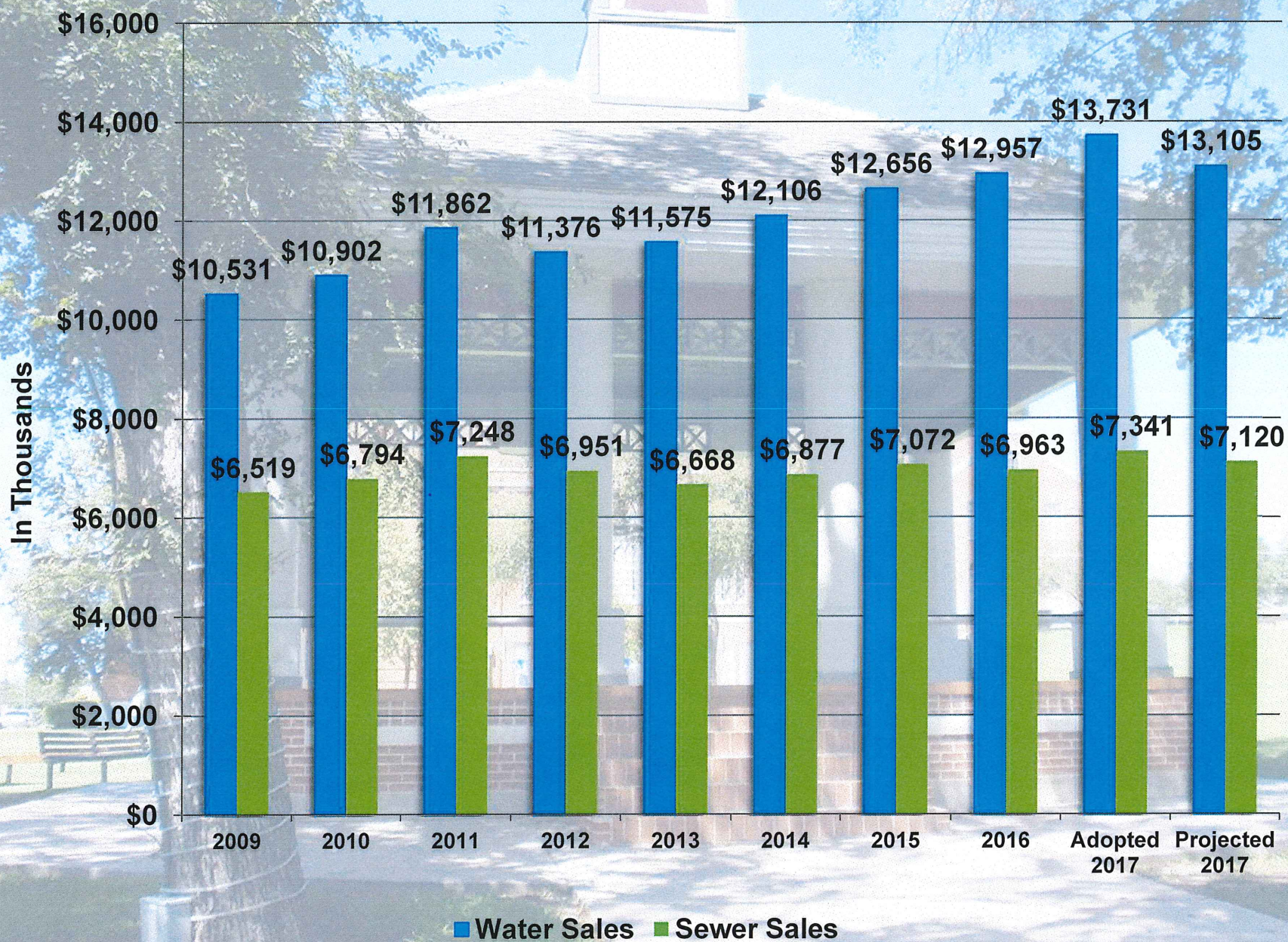
Property Tax Rate History



City of Sherman UTILITY FUND

	Actual 2015-2016	Adjusted Budget 2016-2017	Projected 2016-2017
Beginning Reserve	\$ 5,855,364	\$ 5,066,820	\$ 4,843,370
Revenues			
Water Sales	12,956,753	13,731,000	13,105,000
Sewer Sales	6,962,748	7,341,000	7,120,000
Laboratory	126,545	122,100	122,922
Service Charges & Penalties	492,216	540,000	540,000
Charges for Services	128,301	176,000	176,000
Interest Income	34,473	23,000	23,000
Intergovernmental	289,347	343,915	343,915
Miscellaneous Revenue	100,134	56,000	56,000
Debt Proceeds	842,000	-	-
Total Revenues	21,932,517	22,333,015	21,486,837
Transfers In	154,000	161,000	161,000
Total Revenues and Transfers In	22,086,517	22,494,015	21,647,837
Total Funds Available	27,941,882	27,560,835	26,491,207
Expenditures			
Personnel	5,407,850	6,026,776	6,026,776
Supplies	1,435,827	1,653,219	1,606,382
Repair & Maintenance	1,404,408	1,912,574	1,829,638
Utilities	2,158,301	2,399,240	2,319,240
Information Technology	98,896	147,320	147,320
Debt Service	6,202,993	6,446,328	6,425,438
Services & Charges	1,153,929	1,438,272	1,382,987
Vehicle Usage	308,902	325,910	325,910
Other	-	-	-
Capital Expenses	972,582	497,275	465,170
Total Expenditures	19,143,687	20,846,913	20,528,861
Transfers Out			
General Fund-Franch & Admin	1,814,000	2,052,000	2,052,000
General Fund-Other	200,000	-	-
Other Funds	1,355,000	-	-
Fleet	585,825	347,540	347,540
Total Transfers Out	3,954,825	2,399,540	2,399,540
Total Expenditures and Transfers Out	23,098,512	23,246,453	22,928,401
Excess Revenues over Expenditures	(1,011,995)	(752,438)	(1,280,564)
Ending Reserve	\$ 4,843,370	\$ 4,314,382	\$ 3,562,805

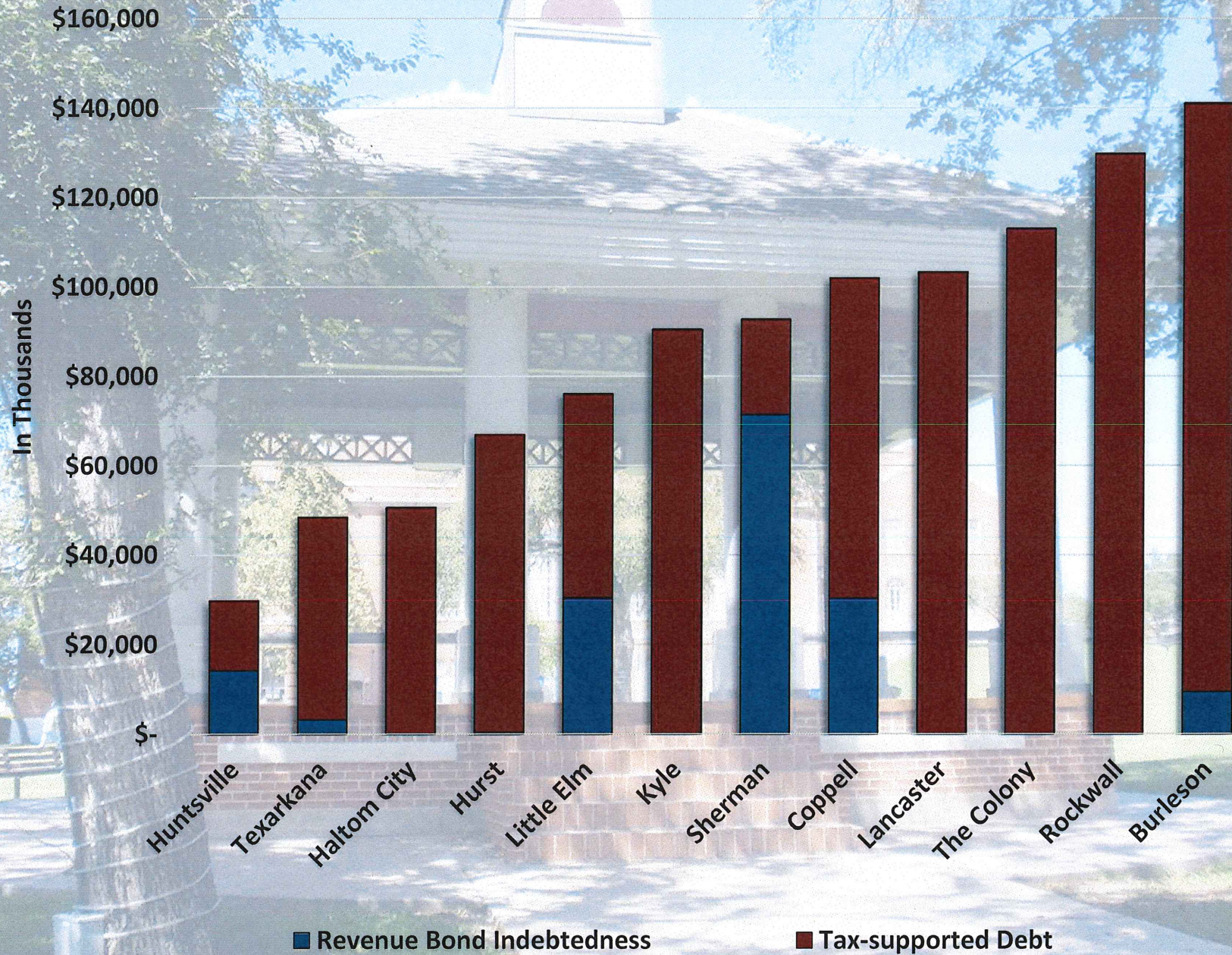
Water and Sewer Revenues



City of Sherman SOLID WASTE FUND

	Actual 2015-2016	Adjusted Budget 2016-2017	Projected 2016-2017
Beginning Fund Balance	\$ 1,260,128	\$ 1,522,558	\$ 1,730,133
Revenues			
Solid Waste Service	6,078,812	6,125,000	6,030,000
Service Charges & Penalties	51,062	55,000	55,000
Interest Income	5,286	5,000	5,000
Miscellaneous Revenue	166,627	90,000	90,000
Transfers In	300,000	-	-
Total Revenues	6,601,787	6,275,000	6,180,000
Total Funds Available	7,861,915	7,797,558	7,910,133
Expenditures			
Personnel	1,524,138	1,663,009	1,663,009
Supplies	154,449	161,199	158,902
Repair & Maintenance	23,828	48,798	48,798
Utilities	27,544	33,270	33,270
Information Technology	11,500	31,060	31,060
Services & Charges	1,727,321	1,616,080	1,641,080
Vehicle Usage	905,016	923,220	903,190
Capital Expenses	-	449,677	529,677
Transfers Out-Franchise & Admin	702,000	730,000	730,000
Transfers Out-Billing	154,000	161,000	161,000
Transfers Out-Fleet	841,987	853,611	853,611
Transfers Out-Other	60,000	-	-
Total Expenditures	6,131,783	6,670,924	6,753,597
Excess Revenues over Expenditures	470,004	(395,924)	(573,597)
Ending Fund Balance	\$ 1,730,133	\$ 1,126,634	\$ 1,156,535

Long-term Debt



City of Sherman
GENERAL IMPROVEMENT FUND

	Actual 2015-2016	Adopted 2016-2017	YTD 04/14/2017	Projected 2016-2017/Project
Beginning Fund Balance	\$ 1,758,260	\$ 4,441,528	\$ 9,840,540	\$ 9,840,540
Revenues				
Transfers In	1,170,000	750,000	437,500	750,000
Intergovernmental	-	-	-	-
Grant Revenue	-	1,121,350	-	662,776
Interest Earned	1,500	20,000	22,087	20,000
Miscellaneous Income	-	-	992	-
Debt Proceeds	9,004,150	9,910,000	18,801,097	18,801,097
Total Revenues	10,175,650	11,801,350	19,261,676	20,233,873
Total Funds Available	11,933,910	16,242,878	29,102,216	30,074,413
Expenditures				
(1) Bridges-Travis/Center/McGee	-	500,000	-	500,000
(1) Canyon Creek Shady Oaks to Lamberth	-	1,350,000	-	2,200,000
(1) Canyon Creek-Engineering	49,461	-	31,662	33,789
Carriage Estates Annexation	73,389	-	-	-
City Hall Roof Coating	-	75,000	-	75,000
Dispatch Consoles	-	55,464	-	55,464
(2) Downtown Streetscape	49,840	548,218	71,714	548,218
East Fork Post Oak	23,642	-	-	25,850
Ellsworth Branch Flood Study	-	-	-	30,000
ESC Office	28,627	-	12,041	20,000
Fairview Park Tot Playground	49,999	-	-	-
Fallon Bridge Engineering/Hunt/Fallon Constructi	495,523	-	-	-
(2) FEMA Grant-Flood Mitigation	-	736,418	-	736,418
FEMA-Travis St Repairs	-	-	153,607	153,607
Fire Station #3 Building Repair	-	-	-	-
(1) Fire Station 4 Relocation	7,250	2,725,000	-	3,000,000
Fire Station Repairs	-	-	-	-
Flood Plain Map	-	-	-	10,000
(1) FM 1417 (75 to 56) Engineering & ROW	83,018	1,600,000	260,116	1,516,982
(1) Friendship ROW & Eng 56 to Lamberth	-	300,000	2,650	930,235
Friendship/Hwy 56 Annex	7,757	-	169,765	169,765
GIS System	12,000	-	-	-
Grand Ave Bridge	-	-	76,088	76,088
Grand Avenue Traffic & Pedestrian Imp	6,130	-	793	53,870
Houston St Property Acquisition	2,000	-	309,679	309,679
Hunt/Kessler St Gabion Engineering	29,900	-	-	-
Hwy 82 ROW from Frisco to 1417	9,300	-	-	-

Kessler St Erosion	572,808	-	76,131	76,131
Lake Street Repair	1,028	-	1,600	1,600
(1) Lamberth Rd Eng & ROW	10,369	100,000	247,062	800,000
(1) Library Remodel	27,223	1,200,000	71,664	1,700,000
Loy Lake Bridge-UCR Funded	-	-	-	-
(1) Loy Lake Rd-Sara Swamy to Hwy 82	173,905	-	576,621	2,180,000
Master Thoroughfare Plan	-	25,000	40,000	40,000
Muni Bldg Composition Roof	-	91,840	-	91,840
Muni Bldg Gutter & Cast Stone	-	60,000	-	60,000
Municipal Building Repair	-	-	-	-
(1) OB Groner Land Purchase (SISD)	3,900	-	-	205,000
Park Ave Realignment (net)	-	-	13,454	300,000
Parks Master Plan	-	50,000	-	50,000
Pecan Grove Park Land	5,000	200,000	176,216	176,216
Police Dept Basement Renovation	34,305	-	-	-
Police Dept Communication Center Relocation	36,831	-	-	-
Preston Club Annexation	-	-	660	660
Remodel at Station 5	-	100,000	-	100,000
Roof Repair Central Fire	-	200,000	-	100,000
Setting Suns	-	-	-	200,000
(1) Sherman Crossroads	100,048	1,075,000	-	1,075,000
Stormwater Fee Study	-	112,500	55,420	112,500
Street Improvement Program	16,126	-	64,245	1,456,902
Subdivision Ordinance Update	31,262	-	24,958	28,738
(1) Swan Ridge Extension	62,175	1,022,000	5,325	1,300,000
(1) Taylor to Hwy 289 ROW	-	1,000,000	-	1,000,000
(1) Taylor-Roundabout to Little Eng & Phase I	90,555	2,600,000	331,545	3,700,000
TIRZ 5	-	-	600	600
TIRZ 6	-	-	600	600
(1) Travis St ROW 75 to 82	-	500,000	-	500,000
(1) Travis St West	-	-	723,030	3,700,000
Total Expenditures	2,093,370	16,226,440	3,497,246	29,400,752
Excess Revenues over Expenditures	8,082,280	(4,425,090)	15,764,430	(9,166,879)
Ending Fund Balance	\$ 9,840,540	\$ 16,438	\$ 25,604,970	\$ 673,660

(1) Debt Funded

(2) Partial Grant Funding

A photograph of a park gazebo with a brick base and a small cupola on top, surrounded by trees. The gazebo has white columns and a decorative metal railing. The text "FY18 Planning" is overlaid in the center.

FY18 Planning

Debt Issuance Needs

	2016 C.O. (in millions)	2017 C.O. (in millions)	2018 C.O. (in millions)
Debt Proceeds	\$ 6.9	\$ 18.8	16.0
Facilities:			
Library Remodel	1.7		
Fire Station #4		3.0	
Streets:			
Taylor/Washington		4.7	
Lamberth Road		0.8	
Friendship	1.1		3.0
Hwy 1417 from Hwy 56 to Hwy 82	1.6		
Travis St. West	0.1	4.1	5.0
Swan Ridge	0.1	1.2	
Canyon Creek	2.3		
TIRZ #5 Sherman Crossroads		3.0	
TIRZ #6 Hwy 75/Hwy 691		1.5	
Preston Club road from Hwy 289			2.0
Bridges			
Travis/Center/McGee		0.5	
Parks			
Pecan Grove West Ballfields			4.0
Additional Parks-Master Plan			2.0
Total debt-financed projects	6.9	18.8	16.0

Critical Issues FY18 – Operations

Planning and Other

- Transportation
 - Preliminary engineering/ROW acquisition
 - Phased construction of various thoroughfares
 - TxDOT participation and joint development
- Stormwater program/fee implementation – 1) ongoing operational, 2) capital projects

General Fund

- SCBA replacement plan for Fire Dept
- Various large fleet/equipment requests, especially in Fire Dept and Streets
- Street maintenance budget

Utility Fund

- Utility infrastructure development (along w/ roads)
- Rate increase needed??



Critical Issues FY18 – Operations

Quality of Life Projects

- Parks Master Plan update
- Various parks projects
 - Pecan Grove West ballfields
 - Bike trails and boulevards
 - Other??

Staffing and Facilities

- Employee compensation and benefits (e.g., health care)
- Staffing levels and needs related to growth
 - Public safety
 - Public works
 - Stormwater program
- Facility evaluation for Public Works, Fleet Maint., PD, FD

Critical Issues FY18 – Council identified

General Fund

- Focus on clean-up and substandard structures
 - Possible expansion of substandard structures to commercial
 - Texoma Parkway
 - Jumpstart the heart
- Employee compensation
- Street maintenance program

Projects/Other

- Consider artificial turf at Pecan Grove Ballfields
- Main Street grant opportunities
- Skate park improvements
- Bike trails and boulevards
- Texoma parkway building standards (e.g., parking surfaces)

Critical Issues FY18 – Funding

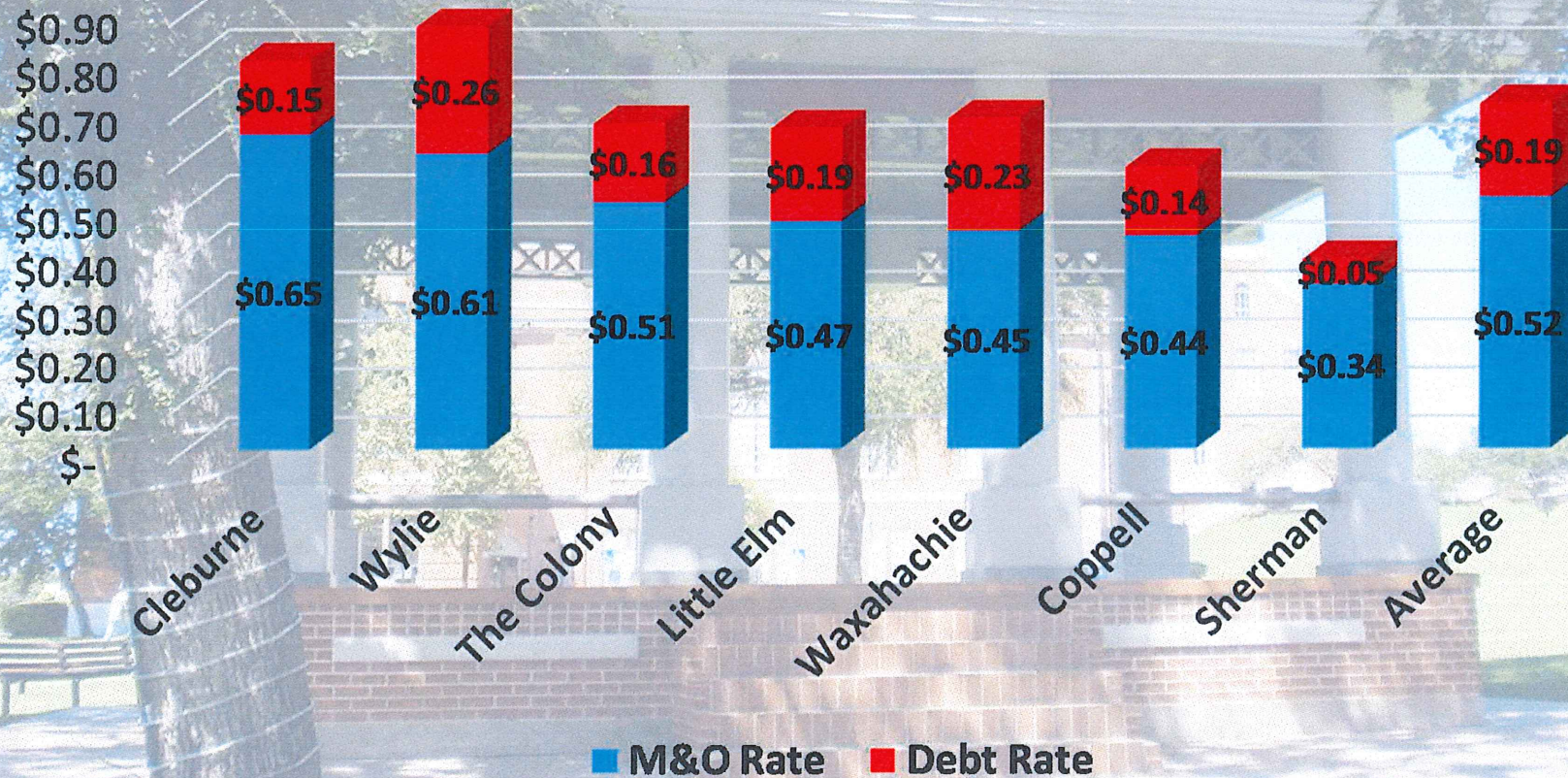
- Capital Funding Focus:
 - Issue CO debt, repaid via property tax rates + growth
 - Utility rates evaluation
 - Stormwater program – issue debt and create construction crew, repaid via phased, monthly utility fee

Bonded Projects

	2016 C.O. (in millions)	2017 C.O. (in millions)
Debt Proceeds	\$ 6.9	\$ 18.8
Facilities:		
Library Remodel	1.7	3.0
Fire Station #4		
Streets:		
Taylor/Washington		
Engineering		0.7
Phase I Construction		3.0
Right-of-Way		1.0
Lamberth Road		
Engineering		0.3
Right-of-Way		0.5
Friendship		
Engineering	0.6	
Right-of-Way	0.5	
Construction		
Hwy 1417 from Hwy 56 to Hwy 82		
Engineering	0.7	
Right-of-Way	0.9	
Travis St. West		
Phase I & II Engineering		0.3
Phase I Construction		0.8
Phase II Right-of-Way	0.1	
Phase II Construction		3.0
Phase II Construction		
Swan Ridge		
Engineering	0.1	
Construction		1.2
Canyon Creek		
Engineering	0.1	
Construction	2.2	
TIRZ #5 Sherman Crossroads		3.0
TIRZ #6 Hwy 75/Hwy 691		1.5
Preston Club road from Hwy 289		
Bridges		
Travis/Center/McGee		0.5
Parks		
Pecan Grove West Ballfields		
Additional Parks-Master Plan		
Total debt-financed projects	6.9	18.8

Property Tax Rate Comparison

Peer Tax Rates



2017 TML Tax and Debt Survey – Rate

(Cities 30k – 50k)

City	Population	Total Net Taxable	Gross Tax Rate	Total Tax Debt	Value \$/capita	Debt \$/capita
Lancaster	38,801	\$ 2,068,483,920	\$ 0.868	\$ 103,280,000	\$ 53,310	\$ 2,662
Wylie	46,708	\$ 3,325,563,066	\$ 0.849	\$ 86,000,000	\$ 71,199	\$ 1,841
Cleburne	30,400	\$ 1,661,856,958	\$ 0.804	\$ 14,473,413	\$ 54,666	\$ 476
Copperas Cove	33,557	\$ 1,184,912,086	\$ 0.798	\$ 232,325,902	\$ 35,310	\$ 6,923
Burleson	43,625	\$ 3,035,701,445	\$ 0.735	\$ 131,579,643	\$ 69,586	\$ 3,016
Socorro	35,000	\$ 927,667,892	\$ 0.728	\$ 23,070,000	\$ 26,505	\$ 659
Deer Park	33,806	\$ 2,570,626,822	\$ 0.720	\$ 79,500,000	\$ 76,041	\$ 2,352
La Porte	35,148	\$ 2,979,636,202	\$ 0.710	\$ 35,150,000	\$ 84,774	\$ 1,000
Texarkana	37,442	\$ 2,526,856,766	\$ 0.700	\$ 45,160,000	\$ 67,487	\$ 1,206
Haltom City	44,206	\$ 1,674,769,242	\$ 0.700	\$ 49,490,000	\$ 37,886	\$ 1,120
San Juan	37,000	\$ 955,227,338	\$ 0.699	\$ 21,305,000	\$ 25,817	\$ 576
Cedar Hill	48,507	\$ 3,240,030,312	\$ 0.699	\$ 82,935,000	\$ 66,795	\$ 1,710
Waxahachie	33,384	\$ 2,718,040,384	\$ 0.680	\$ 137,415,000	\$ 81,417	\$ 4,116
The Colony	44,704	\$ 3,618,019,263	\$ 0.668	\$ 113,010,000	\$ 80,933	\$ 2,528
Weslaco	39,474	\$ 1,733,526,557	\$ 0.667	\$ 69,980,558	\$ 43,916	\$ 1,773
Little Elm	38,341	\$ 2,732,120,356	\$ 0.660	\$ 44,108,000	\$ 71,258	\$ 1,150
Farmers Branch	32,689	\$ 4,852,809,226	\$ 0.602	\$ 34,100,000	\$ 148,454	\$ 1,043
Leander	37,889	\$ 3,611,783,959	\$ 0.599	\$ 110,680,000	\$ 95,325	\$ 2,921
Nacogdoches	33,894	\$ 1,504,297,140	\$ 0.593	\$ 5,575,000	\$ 44,382	\$ 164
Hurst	39,016	\$ 2,632,273,716	\$ 0.588	\$ 66,565,000	\$ 67,467	\$ 1,706
Coppell	41,159	\$ 6,713,232,035	\$ 0.580	\$ 71,575,000	\$ 163,105	\$ 1,739
Kyle	35,733	\$ 2,069,374,426	\$ 0.575	\$ 89,075,000	\$ 57,912	\$ 2,493
Friendswood	39,121	\$ 3,267,348,436	\$ 0.546	\$ 30,040,000	\$ 83,519	\$ 768
Schertz	37,938	\$ 3,255,978,906	\$ 0.491	\$ 73,500,000	\$ 85,824	\$ 1,937
Bedford	49,337	\$ 3,566,086,055	\$ 0.477	\$ 71,590,000	\$ 72,280	\$ 1,451
Rockwall	42,566	\$ 4,714,674,107	\$ 0.454	\$ 129,750,000	\$ 110,762	\$ 3,048
Keller	45,758	\$ 4,991,173,391	\$ 0.430	\$ 69,150,000	\$ 109,078	\$ 1,511
Sherman	40,667	\$ 2,781,252,497	\$ 0.394	\$ 37,505,000	\$ 68,391	\$ 922
Huntsville	40,938	\$ 1,587,519,051	\$ 0.381	\$ 15,505,000	\$ 38,779	\$ 379
			\$ 0.634	\$ 71,496,294	\$ 72,144	\$ 1,834

2017 TML Tax and Debt Survey – Debt/Capita

(Cities 30k – 50k)

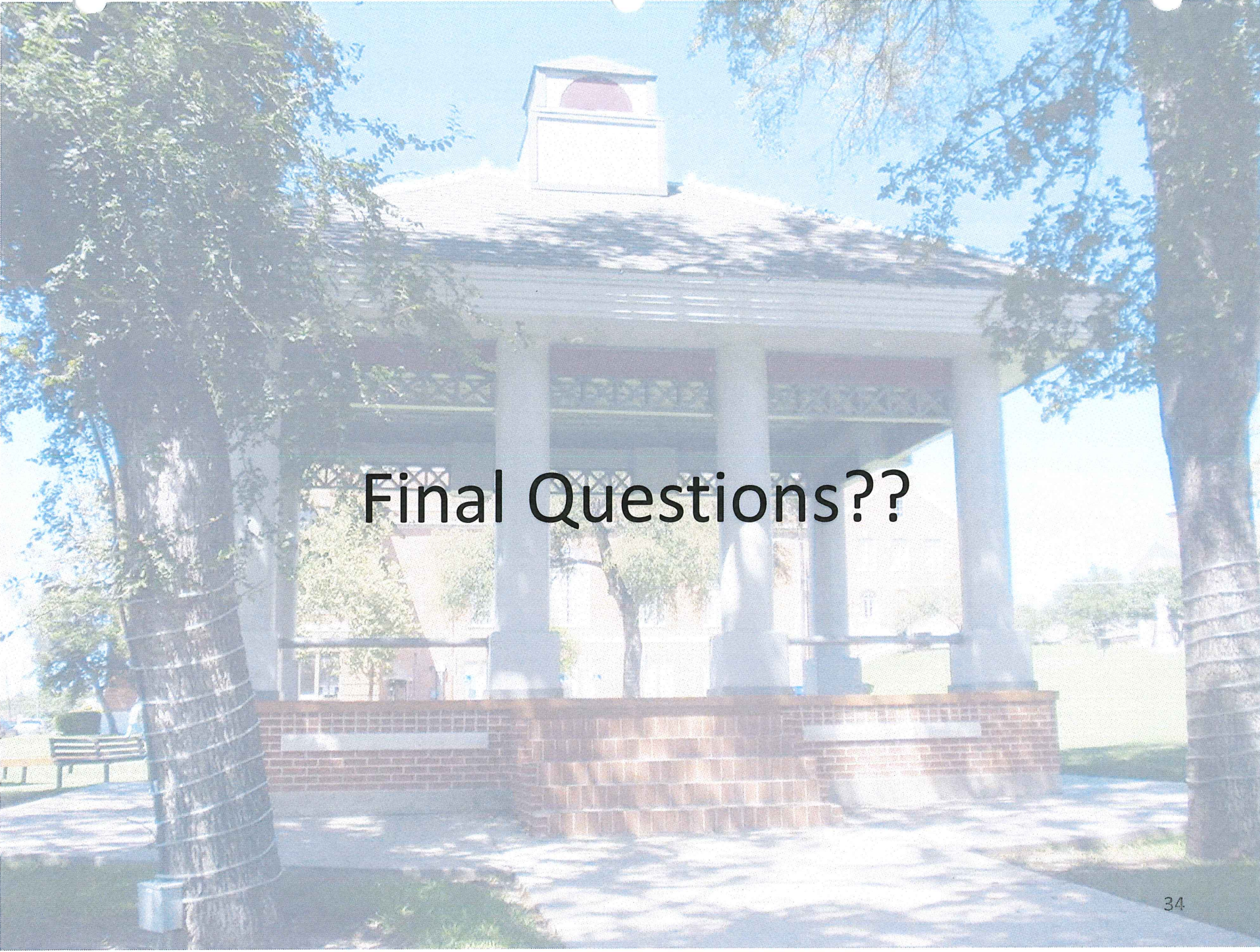
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Copperas Cove	33,557	\$ 1,184,912,086	\$ 0.798	\$ 232,325,902	\$ 35,310	\$ 6,923
Waxahachie	33,384	\$ 2,718,040,384	\$ 0.680	\$ 137,415,000	\$ 81,417	\$ 4,116
Rockwall	42,566	\$ 4,714,674,107	\$ 0.454	\$ 129,750,000	\$110,762	\$ 3,048
Burleson	43,625	\$ 3,035,701,445	\$ 0.735	\$ 131,579,643	\$ 69,586	\$ 3,016
Leander	37,889	\$ 3,611,783,959	\$ 0.599	\$ 110,680,000	\$ 95,325	\$ 2,921
Lancaster	38,801	\$ 2,068,483,920	\$ 0.868	\$ 103,280,000	\$ 53,310	\$ 2,662
The Colony	44,704	\$ 3,618,019,263	\$ 0.668	\$ 113,010,000	\$ 80,933	\$ 2,528
Kyle	35,733	\$ 2,069,374,426	\$ 0.575	\$ 89,075,000	\$ 57,912	\$ 2,493
Deer Park	33,806	\$ 2,570,626,822	\$ 0.720	\$ 79,500,000	\$ 76,041	\$ 2,352
Schertz	37,938	\$ 3,255,978,906	\$ 0.491	\$ 73,500,000	\$ 85,824	\$ 1,937
Wylie	46,708	\$ 3,325,563,066	\$ 0.849	\$ 86,000,000	\$ 71,199	\$ 1,841
Weslaco	39,474	\$ 1,733,526,557	\$ 0.667	\$ 69,980,558	\$ 43,916	\$ 1,773
Coppell	41,159	\$ 6,713,232,035	\$ 0.580	\$ 71,575,000	\$163,105	\$ 1,739
Cedar Hill	48,507	\$ 3,240,030,312	\$ 0.699	\$ 82,935,000	\$ 66,795	\$ 1,710
Hurst	39,016	\$ 2,632,273,716	\$ 0.588	\$ 66,565,000	\$ 67,467	\$ 1,706
Keller	45,758	\$ 4,991,173,391	\$ 0.430	\$ 69,150,000	\$109,078	\$ 1,511
Bedford	49,337	\$ 3,566,086,055	\$ 0.477	\$ 71,590,000	\$ 72,280	\$ 1,451
Texarkana	37,442	\$ 2,526,856,766	\$ 0.700	\$ 45,160,000	\$ 67,487	\$ 1,206
Little Elm	38,341	\$ 2,732,120,356	\$ 0.660	\$ 44,108,000	\$ 71,258	\$ 1,150
Haltom City	44,206	\$ 1,674,769,242	\$ 0.700	\$ 49,490,000	\$ 37,886	\$ 1,120
Farmers Branch	32,689	\$ 4,852,809,226	\$ 0.602	\$ 34,100,000	\$148,454	\$ 1,043
La Porte	35,148	\$ 2,979,636,202	\$ 0.710	\$ 35,150,000	\$ 84,774	\$ 1,000
Sherman	40,667	\$ 2,781,252,497	\$ 0.394	\$ 37,505,000	\$ 68,391	\$ 922
Friendswood	39,121	\$ 3,267,348,436	\$ 0.546	\$ 30,040,000	\$ 83,519	\$ 768
Socorro	35,000	\$ 927,667,892	\$ 0.728	\$ 23,070,000	\$ 26,505	\$ 659
San Juan	37,000	\$ 955,227,338	\$ 0.699	\$ 21,305,000	\$ 25,817	\$ 576
Cleburne	30,400	\$ 1,661,856,958	\$ 0.804	\$ 14,473,413	\$ 54,666	\$ 476
Huntsville	40,938	\$ 1,587,519,051	\$ 0.381	\$ 15,505,000	\$ 38,779	\$ 379
Nacogdoches	33,894	\$ 1,504,297,140	\$ 0.593	\$ 5,575,000	\$ 44,382	\$ 164
			\$ 0.634	\$ 71,496,294	\$ 72,144	\$ 1,834

2017 TML Water Survey – by Rate

(Cities 30k – 50k)

Residential Water

Population Group	City	<u>Fee For</u>	
	Pop	5k Gal.	10k Gal.
30,001 - 50,000			
Leander	34,172	\$85.58	\$ 110.13
Wylie	45,913	\$77.07	\$ 97.12
Galveston	49,608	\$60.39	\$ 117.11
Kyle	32,881	\$56.33	\$ 86.08
Cleburne	30,400	\$52.53	\$ 82.53
Haltom City	43,913	\$39.21	\$ 71.11
Little Elm	35,414	\$37.70	\$ 65.55
Burleson	41,818	\$35.95	\$ 57.70
Hurst	38,733	\$35.72	\$ 68.27
The Colony	44,704	\$34.75	\$ 54.35
Lancaster	38,453	\$34.25	\$ 47.60
Schertz	36,896	\$33.79	\$ 47.07
Rockwall	41,785	\$32.55	\$ 49.55
Sherman	40,667	\$32.10	\$ 49.40
Cedar Hill	48,084	\$30.45	\$ 58.10
Rosenberg	34,468	\$28.78	\$ 52.28
Coppell	40,678	\$27.40	\$ 41.65
Duncanville	39,707	\$25.64	\$ 45.66
Huntsville	40,435	\$22.26	\$ 46.82
Nacogdoches	33,868	\$22.06	\$ 38.61
Friendswood	39,121	\$21.30	\$ 35.80
San Juan	37,000	\$20.30	\$ 28.55
Copperas Cove	33,374	\$20.25	\$ 40.50
Texarkana	37,442	\$19.15	\$ 36.90
Texas City	46,639	\$18.24	\$ 37.39
La Porte	35,039	\$16.89	\$ 31.79
Del Rio	48,879	\$16.03	\$ 32.08
Average		\$34.69	



Final Questions??

May 15, 2017

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR JASON SOFEY. COUNCIL MEMBERS BROWN, COUCH, HOWETH, STEELE, TEAMANN.

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

PUBLIC HEARING

PARKS, RECREATION, OPEN SPACE MASTER PLAN

Steve Ayers, Director of Public Services, said the 2017 Parks, Recreation, and Open Space Master Plan has been in the works for about a year. Dunkin Sims Stoffels, Inc. was hired as the Park Planner for the Master Plan and will present a brief overview and some of the highlights of the plan tonight.

He introduced Dennis Sims, President, Dunkin Sims Stoffels, Inc., who presented information about the process of compiling the Master Plan and their recommendation. The Parks Master Plan should be adopted by resolution. The purpose of the plan is to address the park system, and give the City guidance in the acquisition of parkland property, development of parks, and also looking at existing parks.

In development of the plan, they visited and analyzed each City park. Two general public meetings were held and well attended by citizens. They also met with the Parks and Recreation Advisory Board and staff.

He said the parks system is broken down into categories, such as neighborhood parks, community parks, special use parks, and open space. He gave local examples of each type

of park. Typically open space and greenbelts are located in floodplain areas. He said trails were a highly requested part of the plan.

The plan also projects the amount of park property that would be needed up to 2030, based on growth in the City. Based on expected growth, by 2030 the City would need about 885.5 acres of parks, but about 100 acres of that would be “backed out” because it was based on the water at Herman Baker Park and Pecan Grove Park.

Mr. Sims said land acquisition is a very important part of the Master Plan and helps a City determine where park property should be added.

He said each current park was visited and a checklist of improvements was generated for each park. This will help if the City wants to budget annually for park improvements and renovations.

Mr. Sims said people “drive” parks. They plan parks in residential areas where people are located, rather than in industrial or commercial areas. Also many cities don’t like to give up the tax base in the industrial and commercial areas.

After analyzing the existing land use inside the City limits, they are projecting that, as Sherman develops, they will need approximately 10 additional neighborhood parks.

Then, based on land use and existing development, they project that the City will need another 29 neighborhood parks outside the City limits in the extraterritorial jurisdiction.

Mr. Sims said they also projected that the City will need 100 to 175 acres of community park land. This is typically where ball fields and soccer fields are located.

He presented a list of 23 priorities for the City under a 10-Year Action Plan, with estimated costs. The plan was based on input from staff and from the citizens.

Mr. Sims explained that when the City Council adopts the Parks, Recreation and Open Space Master Plan, by resolution, it will then be submitted to the Grant Division of Texas Parks and Wildlife, located in Austin, Texas. At that point, if the City decides they want to make an application for grant assistance, TP&W would use this priority table in their decision. He added that the list is a critical component to obtaining State funding.

No citizens appeared before the City Council to discuss the 2017 Parks, Recreation, and Open Space Master Plan for the City of Sherman.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 6026 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION, REGARDING THE COMPANY'S 2017 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING RECONCILIATION AND RATE ADJUSTMENTS IF FEDERAL INCOME TAX RATES CHANGE; TERMINATING THE RRM PROCESS FOR 2018 PENDING RENEGOTIATION OF RRM TERMS AND CONDITIONS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; DECLARING AN EFFECTIVE DATE; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

ORD 6026
ATMOS RATE
REVIEW

Brandon Shelby, City Attorney, explained that this was Atmos' 2017 RRM filing. On March 1, 2017 they requested a \$57.4 million increase in revenue, system wide. The Atmos Steering Committee, on behalf of the cities that they represent, negotiated a \$38.8 million settlement. This increase represents a \$19.60 monthly increase for customers.

No citizens appeared before the City Council to discuss Ordinance No. 6026.

Mayor Plyler introduced Ordinance No. 6027 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 6120 NORTH U.S. HIGHWAY 75, BEING 2.0689 ACRES IN THE W.S. THURMAN SURVEY, ABSTRACT NO. 1265, (STANLEY BLYTHE, OWNER; QUIKTRIP, TENANT; JOHN PIMENTAL, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYORS); PROVIDING FOR A REPEALER.

ORD 6027
ZONE CHANGE
(6120 N. HWY 75)

Scott Shadden, Director of Development Services, said the request is for a zone change to C-1 at the intersection of US Hwy 75 and SH 691, for QuikTrip.

John Pimentel, is the real estate property manager for QuikTrip, and appeared representing their company. He said this was their first site in Sherman, and gave information about the company.

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Council Member Couch verified that there will be about 150 employees during the construction phase and between 20 and 40 after the facility is operational. Construction normally takes 26 weeks.

Council Member Teamann verified that QuikTrip should bring about \$1.5 on average in State and Local tax revenue to the community.

No citizens appeared before the City Council to discuss Ordinance No. 6027.

Mayor Plyler introduced Ordinance No. 6028 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 820 NORTH SAM RAYBURN FREEWAY, BEING 0.321 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, (CONCORD VILLAGE APARTMENTS, OWNERS; LISA HANKEY, REPRESENTATIVE; H&H DRAFTING AND DESIGN, DRAFTSMAN; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYORS); PROVIDING FOR A REPEALER.

**ORD 6028
ZONE CHANGE
(820 N. SAM RAYBURN)**

Mr. Shadden said the request is for a zone change to multi-family from single-family at the Concord Village Apartments.

Robert Minshew, Attorney, appeared representing the Concord Village Apartments. There is some vacant land north of the apartments and they would like to add a single story building on the property. The office would be moved to the new building and three additional apartments would be added.

No citizens appeared before the City Council to discuss Ordinance No. 6028.

Mayor Plyler introduced Ordinance No. 6029 and called for a public hearing:

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 MANUFACTURED HOME SALES IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.3 (FM HIGHWAY 691) OVERLAY DISTRICT AT 6220 TEXOMA PARKWAY, BEING 5.44 ACRES IN THE J.B. SHANNON SURVEY, ABSTRACT NO. 1085 (CMH HOMES, INC., OWNERS; GARY GARZA, REPRESENTATIVE; AND SARTIN & ASSOCIATES, INC., SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS. PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

**ORD 6029
SUP FOR
MANUFACTURED
HOMES
(6220 TEXOMA PKWY)**

Mr. Shadden said this was an SUP for manufactured home sales on a 5.5 acre tract on North Texoma Parkway. The property was formally used for mobile home sales, but then became a storage lot. They are upgrading the lot and have made it look a lot better.

Lenny Wheeler, 3415 Southbend Drive, Denison, appeared representing CMH Homes, and said they were excited to open their new facility. He was available to answer any questions.

No citizens appeared before the City Council to discuss Ordinance No. 6029.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION, REGARDING THE COMPANY’S 2017 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING RECONCILIATION AND RATE ADJUSTMENTS IF FEDERAL INCOME TAX RATES CHANGE; TERMINATING THE RRM PROCESS FOR 2018 PENDING RENEGOTIATION OF RRM TERMS AND CONDITIONS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; DECLARING AN EFFECTIVE DATE; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

ORD 6026
ATMOS RATE
REVIEW

Ordinance 6027

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 6120 NORTH U.S. HIGHWAY 75, BEING 2.0689 ACRES IN THE W.S. THURMAN SURVEY, ABSTRACT NO. 1265, (STANLEY BLYTHE, OWNER; QUIKTRIP, TENANT; JOHN PIMENTAL, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYORS); PROVIDING FOR A REPEALER.

ORD 6027
ZONE CHANGE
(6120 N. HWY 75)

Ordinance 6028

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 820 NORTH SAM RAYBURN FREEWAY, BEING 0.321 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763,

ORD 6028
ZONE CHANGE
(820 N. SAM RAYBURN)

(CONCORD VILLAGE APARTMENTS, OWNERS; LISA HANKEY, REPRESENTATIVE; H&H DRAFTING AND DESIGN, DRAFTSMAN; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYORS); PROVIDING FOR A REPEALER.

Ordinance 6029

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 MANUFACTURED HOME SALES IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.3 (FM HIGHWAY 691) OVERLAY DISTRICT AT 6220 TEXOMA PARKWAY, BEING 5.44 ACRES IN THE J.B. SHANNON SURVEY, ABSTRACT NO. 1085 (CMH HOMES, INC., OWNERS; GARY GARZA, REPRESENTATIVE; AND SARTIN & ASSOCIATES, INC., SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS. PROVIDING A PENALTY NOT TO EXCEED \$2,000.00

ORD 6029
SUP FOR
MANUFACTURED
HOMES
(6220 TEXOMA PKWY)

ACTION TAKEN.

Motion by Council Member Steele to adopt Ordinance Nos. 6026, 6027, 6028, and 6029, as presented. Second by Deputy Mayor Sofey.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6217 – APPROVING AND ADOPTING THE 2017 PARKS, RECREATION, AND OPEN SPACE MASTER PLAN FOR THE CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING THE 2017 PARKS, RECREATION, AND OPEN SPACE MASTER PLAN FOR THE CITY OF SHERMAN, TEXAS.

RES 6217
PARKS, RECREATION
& OPEN SPACE
MASTER PLAN

Council Member Steele said the need for additional parks was mentioned as Sherman continues to expand. He asked what experience Mr. Sims had working with other cities with new developers and the possibility of “giving up” some land for parks.

Mr. Sims said a park dedication ordinance is when a developer comes in and, depending on the size of their property, the number of units, and whether it's multi-family or single family, is required to give up some property to be

dedicated as a park. This is a very effective tool for park land. He added that dedicating property in the floodplain is also effective.

Mr. Sims said a park dedication ordinance would be good, and negotiating with the developer to secure park land for something they want is also a good tool. He preferred dedication to the third option, which would be to purchase property for park land.

Council Member Steele verified that park dedication is working in many cities. Mr. Sims said it does need to be a written policy.

Council Member Steele said one of the recommendations is for a pavilion to be located at Martin Luther King Park. He asked if the recommended location was on the south end of the park. Mr. Sims said it was on the south end near the open space.

Council Member Teamann said they originally talked about including the hike and bike trails in the Master Plan and he asked if there was a proposal for that yet. Mr. Sims said the Master Plan does address hike/bike trails as a definite need. They are working on the proposal but the City wants to go farther and define specific areas with specific costs.

Council Member Couch asked if they had examples of a park dedication ordinance from other cities. Mr. Sims said Cedar Hill is currently doing a study on that and would probably share when it is complete.

Robby Hefton, City Manager, said an example would be from the second or third phase of Pebblebrook where some park land was dedicated. Sherman has already used this tool to some degree and has located some general areas where parks could be needed. The goal is to work with developers, because park land is good for the development as well. It's more expensive to obtain park land at a later point.

Council Member Couch asked if there was a ratio of homes to acres of park land that is recommended. Mr. Sims said there is a recommended ratio, but it also is based on money and fees.

Don Keene, Assistant City Manager, said one thing the City can do better when working with a developer, besides using the Master Plan, is to communicate with the Parks and Recreation Department to get the kind of property that is useful for the City's needs. The City has been given some property in the past that isn't good for much.

Council Member Teamann asked if there was a radius around a neighborhood park that would typically be served by the park. Mr. Sims said it generally serves residents one mile

around the park. It's usually a "contained area" where people don't have to cross a major thoroughfare, a creek or river, or a railroad.

Council Member Howeth said she has heard people say the City is not keeping enough "green space" in Sherman. Everyone wants development but we are losing green space. She felt the City should be more proactive in both the residential and commercial areas.

Council Member Teamann said people ask for bike trails and concrete trails, but the City also needs nature trails. Mr. Sims said a City can have both types of trails.

Council Member Couch asked how the priorities for the Master Plan were rated. Mr. Sims said they were rated by the frequency of being mentioned at the public meetings. Council Member Teamann asked if the priority list took into consideration that an item might be a "low budget" item that could be completed quickly. Mr. Sims said the budgeted costs are very general and the City should not depend on them to be accurate.

Mr. Hefton said there will be additional discussion on an action plan and more specific projects at the Annual Budget Workshop.

ACTION TAKEN.

Motion by Council Member Teamann to adopt Resolution No. 6217, as presented. Second by Council Member Couch.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6218 – AUTHORIZING THE ACCEPTANCE OF A GENERAL WARRANTY DEED FROM WALTER H. DeRONDE AND MARY T. DeRONDE FOR THE CONVEYANCE OF A 16.088 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "A" AND ILLUSTRATED IN THE ATTACHED EXHIBIT "B"

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF A GENERAL WARRANTY DEED FROM WALTER H. DeRONDE AND MARY T. DeRONDE FOR THE CONVEYANCE OF A 16.088 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "A" AND ILLUSTRATED IN THE ATTACHED EXHIBIT "B."

RES 6218
PURCHASE OF
LAND ADJACENT
TO FM 1417 & O.B.
GRONER

COUNCIL MINUTES – MAY 15, 2017

Mr. Hefton said this is the last action needed for the purchase of the 16 acres on the corner of the intersection of FM Hwy 1417 and O.B. Groner Road, soon to be Travis Street West.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Resolution No. 6218, as presented. Second by Council Member Brown.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6219 – ACCEPTING THE CONTRACT WITH CRESCENT CONSTRUCTORS, INC. AS COMPLETE FOR THE CONSTRUCTION OF THE CITY OF SHERMAN WASTEWATER TREATMENT PLANT HEADWORKS LIFT STATION REPLACEMENT AND ELECTRICAL UPGRADE PROJECT

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH CRESCENT CONSTRUCTORS, INC. AS COMPLETE FOR THE CONSTRUCTION OF THE CITY OF SHERMAN WASTEWATER TREATMENT PLANT HEADWORKS LIFT STATION REPLACEMENT AND ELECTRICAL UPGRADE PROJECT.
CONSENT AGENDA.

RES 6219
WWTP HEADWORKS
LIFT STATION

RESOLUTION NO. 6220 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ANDREWS BUILDING SERVICE, INC. FOR JANITORIAL SERVICES IN CERTAIN CITY-OWNED FACILITIES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ANDREWS BUILDING SERVICE, INC. FOR JANITORIAL SERVICES IN CERTAIN CITY-OWNED FACILITIES.
CONSENT AGENDA.

RES 6220
JANITORIAL
SERVICES

RESOLUTION NO. 6221 – ABANDONING A TWENTY-TWO FOOT (22') UTILITY EASEMENT LOCATED IN BLOCK 3 OF THE W.M. SHANNON SUPPLEMENT, VOLUME 26, PAGE 291, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH ABANDONMENT OF ALLEY AND RETAINER OF UTILITY EASEMENT IS RECORDED IN VOLUME 910, PAGE 412 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A TWENTY-TWO FOOT (22') UTILITY EASEMENT LOCATED IN BLOCK 3 OF THE W.M. SHANNON SUPPLEMENT, VOLUME 26, PAGE 291, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH ABANDONMENT OF ALLEY AND

RES 6221
ABANDON UTILITY
EASEMENT

RETAINER OF UTILITY EASEMENT IS RECORDED IN VOLUME 910, PAGE 412 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.
CONSENT AGENDA.

RESOLUTION NO. 6222 – ABANDONING A SIXTEEN FOOT (16') SANITARY SEWER EASEMENT LOCATED IN BLOCK 3 OF THE W.M. SHANNON SUPPLEMENT, VOLUME 26, PAGE 291, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH SANITARY SEWER EASEMENT IS RECORDED IN VOLUME 962, PAGES 45 AND 66 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A SIXTEEN FOOT (16') SANITARY SEWER EASEMENT LOCATED IN BLOCK 3 OF THE W.M. SHANNON SUPPLEMENT, VOLUME 26, PAGE 291, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH SANITARY SEWER EASEMENT IS RECORDED IN VOLUME 962, PAGES 45 AND 66 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.
CONSENT AGENDA.

RES 6222
ABANDON SANITARY
SEWER EASEMENT

RESOLUTION NO. 6223 – ABANDONING A PORTION OF A TWENTY FOOT (20') SANITARY SEWER EASEMENT LOCATED IN LOT 2, BLOCK 2 OF INDEPENDENCE SQUARE ADDITION, SECTION THREE, VOLUME 24, PAGE 78, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH SANITARY SEWER EASEMENT IS RECORDED IN VOLUME 865, PAGE 640 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF A TWENTY FOOT (20') SANITARY SEWER EASEMENT LOCATED IN LOT 2, BLOCK 2 OF INDEPENDENCE SQUARE ADDITION, SECTION 3, VOLUME 24, PAGE 78, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH SANITARY SEWER EASEMENT IS RECORDED IN VOLUME 865, PAGE 640 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.
CONSENT AGENDA.

RES 6223
ABANDON SANITARY
SEWER EASEMENT

RESOLUTION NO. 6224 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH MIDWAY WAREHOUSE, LLC FOR THE CONSTRUCTION OF PUBLIC WATER MAINS IN THE REPLAT OF MIDWAY INDUSTRIAL PARK, A 4.26-ACRE SUBDIVISION EAST OF TEXOMA PARKWAY (S.H. 91) ALONG FALLON DRIVE IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH MIDWAY WAREHOUSE,

RES 6224
DEVELOPMENT
AGREEMENT
(MIDWAY
WAREHOUSE)

LLC FOR THE CONSTRUCTION OF PUBLIC WATER MAINS IN THE REPLAT OF MIDWAY INDUSTRIAL PARK, A 4.26-ACRE SUBDIVISION EAST OF TEXOMA PARKWAY (S.H. 91) ALONG FALLON DRIVE IN THE CITY OF SHERMAN.
CONSENT AGENDA.

CHANGE ORDER NO. 2

APPROVING GREATER TEXOMA UTILITY AUTHORITY'S INTENT TO EXECUTE CHANGE ORDER NO. 2; SHERMAN SOUTHWEST ELEVATED 1.5 MILLION GALLON TANK; LANDMARK CONSTRUCTORS, L.P.; \$35,502.00 INCREASE

The City Council approved Greater Texoma Utility Authority's intent to execute Change Order No. 2, for a \$35,502 increase to Landmark Constructors, LP, for the Sherman Southwest Elevated 1.5 Million Gallon Tank.

The change order adds one 16" motor operated butterfly valve and one 12" check valve to the tank. These valves will allow operators to operate the elevated storage tank independently, resulting in greater flexibility for the water system operation.

With the change order, the revised contract price for the project is \$2,350,760.
CONSENT AGENDA.

OTHER BUSINESS

RECEIVE PRESENTATION FROM SHERMAN TOURISM/MAIN STREET MANAGER SARAH McRAE REGARDING DOWNTOWNTX.ORG

Sarah McRae, Tourism/Main Street Manager, briefed the City Council on the launch of a new website by the Texas Main Street Program, aimed at cataloging buildings for lease or sale in the downtown area. The website is DowntownTX.org.

Currently there are 19 cities participating on the website, out of 89 Main Street cities. She outlined what information will be included on the website. Website visitors can also take a virtual tour of the City.

The website debuted on May 1, 2017, and on May 10, 2017, Sherman held an "Imagine the Possibilities" tour, taking people on an actual walking tour through the downtown area. The walking tour featured three properties, including the Modern Building, the Watch Shop, and the Courthouse Market. These properties are also featured on the website.

Nate Strauch, Community and Support Services Manager, said the first time the Main Street Advisory Committee met they voiced the need for a centralized clearing house to help market downtown properties. Now, through the Texas Main Street Program, the City has the ability to address this need.

Mr. Strauch presented a quick tour of the website. Council Member Couch verified that the Main Street Manager would be responsible for updating the properties on the website. He

CHANGE ORDER NO. 2
SHERMAN
SOUTHWEST
ELEVATED
STORAGE TANK

DOWNTOWNTX.ORG

added that the Tourism/Main Street Office would eventually expand to two people instead of one. The Main Street Board could also assist with the updates.

Council Member Teamann verified that the property owner could also be given a login so they could update their property listing. Ms. McRae said they also discussed a weekly walking tour of available properties that would be set at the same time every week.

CONSIDER REQUEST OF THE 2017 NEIGHBORHOOD RECREATIONAL COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE ANNUAL “JUNETEENTH CELEBRATION” ON SATURDAY, JUNE 17, 2017

The 2017 Neighborhood Recreational Committee requested to temporarily close streets around the Municipal Building for the Annual “Juneteenth Celebration” on June 17, 2017.

CLOSE STREETS
JUNETEENTH
CELEBRATION
(JUNE 17, 2017)

The request also includes labor and equipment to drop-off and pick-up barricades and solid waste containers for the event, as well as assistance from Building Maintenance for electrical and water connection of vendor booths and amusement activities.

CONSIDER REQUEST OF THE SHERMAN TOURISM/MAIN STREET MANAGER TO TEMPORARILY CLOSE CERTAIN STREETS AND USE CERTAIN CITY FACILITIES AND SERVICES FOR THE “8TH ANNUAL LIGHTS ON THE LAKE” ON MONDAY, JULY 3, 2017

The Sherman Tourism/Main Street Manager requested to temporarily close streets and use City facilities for the “8th Annual Lights on the Lake” on July 3, 2017.

CLOSE STREETS
LIGHTS ON THE LAKE
(JULY 3, 2017)

In order to accommodate the large community event, Ms. McRae is requesting the use of Pecan Grove Park (West and East) and several City services. She is also requesting traffic control around the park, street closures, and additional trash carts.

Labor and equipment will be needed to assist with the control of traffic and the implementation of barricades, placement of trash carts, parking, crowd control, vendor operations and public safety.

CONSIDER REQUEST OF THE SHERMAN TOURISM/MAIN STREET MANAGER TO TEMPORARILY CLOSE CERTAIN STREETS AND USE CERTAIN CITY FACILITIES AND SERVICES FOR THE “35TH ANNUAL SHERMAN ARTS FEST” ON SATURDAY, SEPTEMBER 16, 2017

The Sherman Tourism/Main Street Manager requested to temporarily close streets and use City facilities for the “35th Annual Sherman Arts Fest” on September 16, 2017.

CLOSE STREETS
ARTS FEST
(SEPT. 16, 2017)

In order to accommodate the 5K/10K/Color K race and the festival itself, Ms. McRae is requesting street closures in Downtown and around the Municipal Building. She is also

COUNCIL MINUTES – MAY 15, 2017

requesting the use of City services, including barricades, traffic control, trash carts, dumpsters, access to tables and chairs, and the sweeping of various City streets. Labor and equipment will be needed.

ACTION TAKEN.

Motion by Council Member Steele to approve temporary street closures for the Juneteenth Celebration on June 17, 2017; Lights on the Lake on July 3, 2017; and Sherman Arts Fest on September 16, 2017, as presented. Second by Council Member Couch.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

REPLAT APPROVAL OF LOTS 11 & 12, BLOCK 7, BELVEDERE ESTATES ADDITION, BEING 1.536 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND ALSO BEING LOTS 11 & 12, BLOCK 7, BELVEDERE ESTATES ADDITION; LAUREN WHITEY SCHEIBMEIR AND RAYMOND AND PATSY HARMAN, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (3213 AND 3217 REDBUD TRAIL)

The City Council approved the Replat of Lots 11 and 12, Block 7, Belvedere Estates Addition, being 1.536 acres located at 3213 and 3217 Redbud Trail.

The property is zoned R-1 (One Family Residential) and the owners would like to replat the two lots by moving lot lines to enlarge the driveway at 3217 Redbud Trail.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

REPLAT APPROVAL OF TUGGLE REPLAT IN WINDSOR PLACE, BEING A REPLAT OF LOTS 1 AND 16, BLOCK 4, WINDSOR PLACE ADDITION, BEING 0.8214 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND ALSO BEING ALL OF LOTS 1 AND 16, BLOCK 4, WINDSOR PLACE ADDITION; GROVER AND KATHLEEN TUGGLE AND ANN MOONEY, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (2709 DOVER DRIVE AND 2702 YORKSHIRE DRIVE)

The City Council approved the Replat of the Tuggle Replat in Windsor Place, being a Replat of Lots 1 and 16, Block 4, Windsor Place Addition, being 0.8214 acres located at 2709 Dover Drive and 2702 Yorkshire Drive.

The property is zoned R-1 (One Family Residential) and the owners would like to replat the two lots by moving lot lines to enlarge one of the lots.

APPROVE REPLAT
BELVEDERE ESTATES
(3213 & 3217 REDBUD
TRAIL)

APPROVE REPLAT
TUGGLE REPLAT
(2709 DOVER DR. &
2702 YORKSHIRE DR.)

COUNCIL MINUTES – MAY 15, 2017

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

REPLAT APPROVAL OF CAJC ADDITION, BEING 4.33 ACRES IN THE DANIEL C. SHELP SURVEY, ABSTRACT NO. 1097; FLANAGAN OUTDOOR POWER EQUIPMENT & SERVICES, INC., OWNER; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (5209 TEXOMA PARKWAY)

The City Council approved the Replat of CAJC Addition, being 4.33 acres, located at 5209 Texoma Parkway.

APPROVE REPLAT
CAJC ADDITION
(5209 TEXOMA PKWY)

The owner would like to plat the property into one lot for commercial development. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

REPLAT APPROVAL OF W.M. SHANNON'S SUPPLEMENT, BLOCK 3, LOT 7R, BEING PART OF LOTS 7, 8, 9 AND 10 AND AN ABANDONED ALLEY IN BLOCK 3, W.M. SHANNON'S SUPPLEMENT, CONTAINING 0.762 ACRES; MIKE AND GINA ADAMS, OWNERS; AND PRESTON TRAIL LAND SURVEYING LLC, SURVEYOR (1711 AND 1715 NORTH WOODS)

The City Council approved the Replat of W.M. Shannon's Supplement, Block 3, Lot 7R, being part of Lots 7, 8, 9 and 10 and an abandoned alley in Block 3, containing 0.762 acres, located at 1711 and 1715 North Woods Street.

APPROVE REPLAT
W.M. SHANNON'S
SUPPLEMENT
(1711 & 1715 N.
WOODS)

The property is zoned C-1 (Retail Business) and the owners would like to replat the property into one lot for commercial development.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

CITIZENS REQUESTS

TEXOMA COUNCIL OF GOVERNMENTS COMMENTS

Judy Fullylove, 1924 E. Cherry, is a Sherman citizen and an employee of the Texoma Council of Governments. She said she took umbrage at the negative remarks made about TCOG at the last City Council Meeting.

TCOG COMMENTS

She said TCOG has not lost sight of its core mission of serving residents of Cooke, Fannin, and Grayson Counties, nor is it the poster child of government bloat, reckless spending, corruption, or unaccountability.

In the last 18 months, TCOG has increased its capacity to house homeless veterans, preserve public housing in local towns, and provide utility assistance to the elderly, disabled, and families with young children. She said this growth has injected more than \$2 million into the local economy and has provided employment for 10 local residents.

Ms. Fullylove said TCOG adheres to the accounting principles and policies, and revenues and expenditures are reviewed by a certified public accountant. They also have an annual single-year audit and State and Federal agencies receive a monthly performance and expenditure report. They conduct annual on-site monitoring visits to ensure proper management of contracted awards.

She said corruption is the abuse of entrusted power for private gain. A year and a half ago, fraud based abuse was reported by an employee in the public housing program. The report was investigated, was verified, and ultimately ended with the swift termination of the offending employee.

Ms. Fullylove said if employees or TCOG Governing Board Members have knowledge of fraud, waste, and abuse at TCOG, and have not reported it to the proper authorities, then they are culpable.

She said TCOG has not abandoned its core mission to serve the region, and the expansion is the direct result of a successful and consistent delivery of services to those living in Cooke, Fannin, and Grayson Counties. Ms. Fullylove said all contracts administered by TCOG are approved by the TCOG Governing Board.

She said they would not be deterred by unsubstantiated allegations. She said the TCOG vision is “alive and well” and they will continue to be better leaders and build better lives.

CREEK EROSION

Lauri Hanson, 64 Campground Road, said she attended a recent City Council Meeting to voice her concern about the erosion of property at 207 South Dewey Avenue. She asked if the City Council had “come to some conclusion about it.”

CREEK EROSION AT 207 S. DEWEY

Mr. Hefton said the City has done everything they can do because the issue brought up is really private property.

Ms. Hanson said when it rains, the creeks overflow. She added that the City does private a bridge and for maintenance of that bridge.

Mr. Hefton said the City does clear-out creeks, on occasion, but the issue being discussed is the erosion of a creek and how it impedes on the private property in question. He said it is a civil matter between two property owners.

She said the City “doesn’t do much for Southwest Sherman.”

Mr. Hefton said the City is limited as to what they can do on private property and the issues brought up concern private property.

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

WELCOME NEW BABY

Council Member Teamann said he and his wife had a baby on Tuesday night. He thanked the Council Members for their prayers.

**WELCOME
NEW BABY**

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Forbes Magazine recently selected Sherman as one of the best two cities in America for those wanting to retire early. They cited Sherman's low cost of living, high quality of life, and strong economy as reasons for the selection.
- This is the last City Council Meeting before Hot Summer Nights. It kicks off June, 1, 2017, with Trout Fishing in America, a family friendly act. The show starts at 7:00 p.m.
- Don's BBQ, one of the Jumpstart the Hart recipients, will host their grand opening on May 20, 2017.
- The Sherman Public Library's temporary facility is open at 1000 North East Street.

ANNOUNCEMENTS

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

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

EXECUTIVE SESSION

SECTION 551.071 CONSULTATION WITH CITY
ATTORNEY CONCERNING
PENDING OR CONTEMPLATED
LITIGATION

SECTION 551.087 DELIBERATE REGARDING
ECONOMIC DEVELOPMENT
NEGOTIATIONS:
DELIBERATE REGARDING
COMMERCIAL OR FINANCIAL
INFORMATION THAT THE CITY
HAS RECEIVED FROM A
BUSINESS PROSPECT AND
DELIBERATE ANY OFFERS OR
INCENTIVES TO THE BUSINESS
PROSPECT

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

On Motion duly made and carried, the Executive Session recessed at 6:40 p.m. and reconvened in Open Meeting.

COUNCIL MINUTES – MAY 15, 2017

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:41 p.m.

ADJOURNMENT

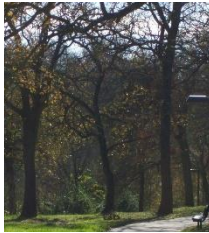
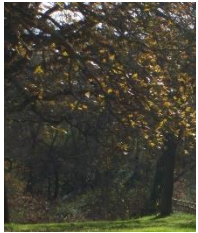
MAYOR _____

CITY CLERK



CITY OF SHERMAN

PARKS, RECREATION, & OPEN SPACE MASTER PLAN





PARKS, RECREATION & OPEN SPACE MASTER PLAN

PUBLIC INPUT

- GENERAL PUBLIC MEETING
- INTERVIEWS WITH SPORTS ASSOCIATION BOARDS
- STAFF INTERVIEWS
- MEETING WITH PARK BOARD



PARKS, RECREATION & OPEN SPACE MASTER PLAN

CITY OF SHERMAN, TEXAS

 Park Land Acreage Analysis City of Sherman					
Park Type	Recommended Acres per 1,000 Persons	Existing Acreage for Sherman Parks	Acreage Needed for Existing 2017 Population of 41,200	Acreage (+/-)	Acreage Needed for Estimated Population of 50,600 in Year 2030
Neighborhood Park	2.5 acres	70	103	-33	126.5
Community Park	5 acres	380	206	174	253
Special Use Park	2 acres	2.5	82.4	-79.9	101.2
Open Space/Greenbelts	6-8 acres	0	329.6	-329.6	404.8
Acres:	17.5 acres	452.50	721	-268.5	885.5



PARKS, RECREATION & OPEN SPACE MASTER PLAN

CITY OF SHERMAN, TEXAS

Hawn Park

Address: 1202 South Dewey

Size: 20 Acres

Facilities: 0.71-Mile Walking Trail, Enclosed Skate Park, Playground Equipment with Swing Sets, Sand Volleyball Court, Spray Ground, Pavilion, Practice Fields (2), Restroom Facility, Drinking Fountain (1)

Recommended Improvements:

➤ Renovate One Pavilion.....	\$250,000.00
➤ Add New Pavilion.....	\$100,000.00
➤ New Skate Ramps.....	<u>\$200,000.00</u>
	\$550,000.00

Herman Baker Park

Address: 2500 West Center Street

Size: 83 Acres

Facilities: Picnic Tables (19), 34-Acre Lake, 1 ½ Mile Natural Trail System

Recommended Improvements:

➤ Expand Nature Trail.....	\$ 50,000.00
➤ Create Nature Center.....	<u>\$150,000.00</u>
	\$200,000.00

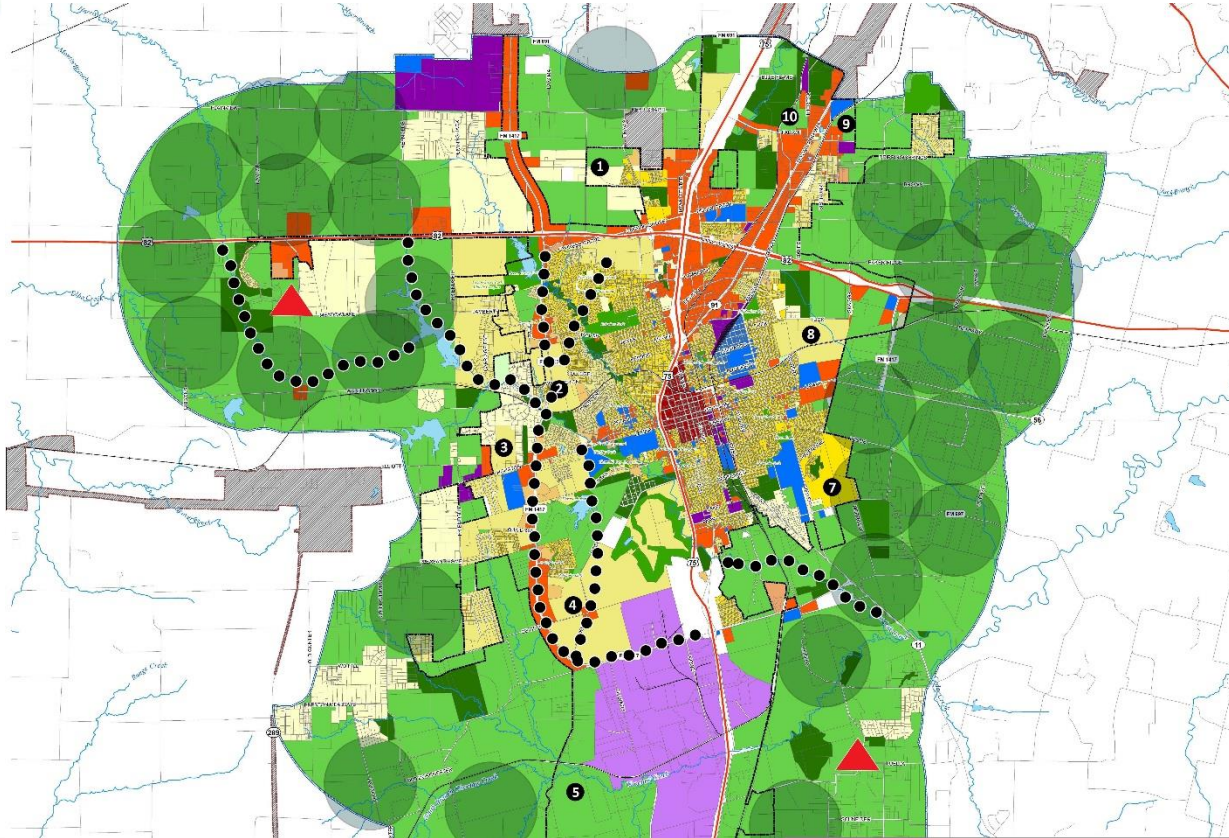


PARKS, RECREATION & OPEN SPACE MASTER PLAN

CITY OF SHERMAN, TEXAS

Sherman
CLASSIC TOWN. BROAD HORIZON.

Future Park Plan



LEGEND

Boundaries, Water, & Infrastructure

- Sherman City Limits
- Extraterritorial Jurisdiction (2 mile)
- Railroads
- Lakes
- Streams
- Places

Future Land Use

- Natural
- Vacant
- Agricultural and Rural
- Countryside
- Estate
- Suburban Residential
- Auto-Urban Single-Family Residential
- Auto-Urban Multi-Family Residential
- Manufactured Homes
- Auto-Urban Commercial
- Urban/Downtown
- Industrial
- Business Park and Research
- Public/Institutional
- Parks and Recreation

PARKS, RECREATION & OPEN SPACE MASTER PLAN

CITY OF SHERMAN, TEXAS

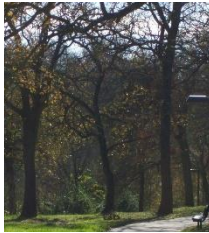
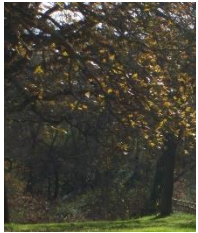
TABLE 9: TEN-YEAR ACTION PLAN – RECREATIONAL FACILITY PRIORITY LISTING FOR OUTDOOR FACILITIES

Priority	Facility	Timing	Estimated Cost	Possible Funding Sources
1.	Hike and Bike Trails	2017 - 2019	\$300,000/Mile	Bonds, Grants, Private Donations
2.	Playgrounds	2017 - 2019	\$80,000/Each	Bonds, Grants, Private Donations
3.	Youth Baseball Fields	2017 - 2019	\$300,000	Bonds, Grants, Private Donations
4.	Youth Soccer Field	2017 - 2019	\$325,000	Bonds, Grants, Private Donations
5.	Youth Softball Field	2017 - 2019	300,000	Bonds, Grants, Private Donations
6.	Football Fields	2017 - 2019	\$250,000/Each	Bonds, Grants, Private Donations
7.	Picnic Pavilion	2017 - 2019	\$25,000 to \$100,000	Bonds, Grants, Private Donations
8.	Practice Open Space	2017 - 2019	\$25,000/Acre	Bonds, Grants, Private Donations
9.	Sand Volleyball	2017 - 2019	\$30,000 Each	Bonds, Grants, Private Donations
10.	Tennis Courts	2017 - 2019	\$80,000 Each	Bonds, Grants, Private Donations
11.	Splash Park	2017 - 2019	\$300,000 to \$500,000	Bonds, Grants, Private Donations
12.	Disc Golf	2017 - 2019	\$30,000/Each	Bonds, Grants, Private Donations
13.	Skate Park	2017 - 2020	Varies	Bonds, Grants, Private Donations
14.	Open Space Acquisition	2017 - 2019	Varies	Bonds, Grants, Private Donations
15.	Park Benches	2017 - 2019	\$1,750/Each	Bonds, Grants, Private Donations
16.	Dog Park	2017 - 2019	\$100,000 to \$300,000	Bonds, Grants, Private Donations
17.	Picnic Tables	2017 - 2019	\$1,200 Each	Bonds, Grants, Private Donations
18.	Adult Softball	2017 - 2023	\$350,000	Bonds, Grants, Private Donations
19.	Wetland Interpretive Area	2017 - 2023	Varies	Bonds, Grants, Private Donations
20.	Nature Preserve	2017 - 2023	Varies	Bonds, Grants, Private Donations
21.	Nature Trail	2017 - 2023	Varies	Bonds, Grants, Private Donations
22.	Regional Arboretum	2017 - 2023	Varies	Bonds, Grants, Private Donations
23.	Recreation Center	2017 - 2023	Varies	Bonds, Grants, Private Donations



CITY OF SHERMAN

PARKS, RECREATION, & OPEN SPACE MASTER PLAN



3

May 22, 2017

§

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on May 22, 2017.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Jason Sofey.
Council Members Brown, Couch, Teamann.

COUNCIL MEMBERS ABSENT: Council Members Howeth, Steele.

CITY STAFF PRESENT: Robby Hefton, City Manager; Brandon Shelby, City Attorney; Mark Gibson, Director of Utilities; Steve Ayers, Director of Public Services; Danny Jones, Fire Chief; Zachary Flores, Police Chief; Clint Philpott, Director of Engineering; Nate Strauch, Community and Support Services Manager; Jim Cross, Water Systems Manager; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

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

Invocation by Council Member Shawn Teamann

**Introduction and Public Hearing of Ordinance No. 6030
Extending the Corporate Limits of Said City so as to Annex a 459.6
Acre Tract of Land on Preston Club Drive, Adjacent to the Sherman
City Limits and in the City of Sherman's Extra Territorial Jurisdiction;
Providing for a Municipal Service Plan**

Adoption of Ordinances
Consider Adoption of Ordinance Number: 6030

Resolution No. 6225
Authorizing Execution of a Contract with The Estate of Lonzo Gail dba
LASS Water Company, Inc. for the Sale and Purchase of the Preston
Club and High Country Estates Water and Sewer Systems

Council Comments

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Plyler called the meeting to order at 12:10 p.m., declared a quorum present, and opened the Called City Council Meeting.

INVOCATION BY COUNCIL MEMBER SHAWN TEAMANN

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6030

EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX A 459.6 ACRE TRACT OF LAND ON PRESTON CLUB DRIVE, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN

COUNCIL MINUTES – MAY 22, 2016

Mayor Plyler introduced Ordinance No. 6030 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX A 459.6 ACRE TRACT OF LAND ON PRESTON CLUB DRIVE, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Robby Hefton, City Manager, said this is the last Council action needed for the annexation of Preston Club Estates. This will finalize the annexation so the work can begin on the provision of services. Letters will be sent to the residents to work through the specific details.

No citizens appeared before the City Council to discuss Ordinance No. 6030.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6030

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX A 459.6 ACRE TRACT OF LAND ON PRESTON CLUB DRIVE, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Ordinance No. 6030, as presented. Second by Council Member Brown.

VOTING AYE: Brown, Couch, Sofey, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTIONS

RESOLUTION NO. 6225 – AUTHORIZING EXECUTION OF A CONTRACT WITH THE ESTATE OF LONZO GAIL DBA LASS WATER COMPANY, INC. FOR THE SALE AND PURCHASE OF THE PRESTON CLUB AND HIGH COUNTRY ESTATES WATER AND SEWER SYSTEMS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH THE ESTATE OF LONZO GAIL DBA LASS WATER COMPANY, INC. FOR THE SALE AND PURCHASE OF THE PRESTON CLUB AND HIGH COUNTRY ESTATES WATER AND SEWER SYSTEMS.

Mr. Hefton said this resolution indirectly relates to the annexation of Preston Club Estates and is needed so the City will be able to provide water services to the annexed area. The City, through their water attorney, has been working to acquire the right to serve the citizens in Preston Club Estates.

The resolution relates to a contract with the current water system owner for both Preston Club Estates and High Country Estates. The contract covers anything related to the water and sewer systems.

ACTION TAKEN.

Motion by Council Member Couch to adopt Resolution No. 6225, as presented. Second by Council Member Teamann.

VOTING AYE: Brown, Couch, Sofey, Teamann.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL MINUTES – MAY 22, 2016

COUNCIL COMMENTS

PRAYERS FOR COUNCIL MEMBER TERRENCE STEELE

All Council Members wanted to remember Council Member Terrence Steele in the loss of his sister. They also asked to bring him back safely.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 12:15 p.m.

MAYOR

ATTEST

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 06/05/2017

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

SPECIAL PRESENTATION

Recognizing Municipal Court Clerk Janis Fletcher's Accomplishment in Obtaining her Level 3 Municipal Court Clerk Certificate

Issue:

Recognition of Municipal Court Clerk Janis Fletcher's achievement

Background:

On April 21, 2017, City Clerk Linda Ashby was advised by Lisa Howard, Municipal Court Administrator for the City of Hurst, President of the Texas Court Clerks Association, and Chair Person for the Education and Certificate Program for the State of Texas, that Municipal Court Clerk Janis Fletcher recently obtained her Level 3 Certification. Ms. Fletcher is now one of only seventy-two Certified Municipal Court Clerks in the entire State of Texas.

Origination:

Lisa Howard, Municipal Court Administrator for the City of Hurst

Financial Consideration:

There is no financial impact to be considered.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 06/05/2017

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

Recognizing Jim Lough for his Service on the Civil Service Commission

Issue:

To present a proclamation recognizing Jim Lough for his service on the Civil Service Commission

Background:

Mr. Lough has served on the Civil Service Commission from June 7, 2005 through June 7, 2017. He served as Chairman of the Commission from January 2009 through June 7, 2017. Service on the Civil Service Commission is limited to three terms of three years. Mr. Lough has served the total terms allowed on the Commission.

Origination:

The request for the proclamation originated with Civil Service Director Wayne Blackwell.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is recommended that the City Council present the proclamation and recognize Mr. Lough's service on the Civil Service Commission.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

James Lough Proclamation



Proclamation

WHEREAS, James Lough has served the citizens of Sherman for many years through his service on the City's Civil Service Commission, and

WHEREAS, the Civil Service Commission is an independent body that meets to review and interpret the State Civil Service law as it relates to the local Police and Fire Departments, and

WHEREAS, Mr. Lough was originally appointed to the Civil Service Commission on June 7, 2005 and has served continuously through June 7, 2017, and

WHEREAS, Mr. Lough has served as chairman of the Civil Service Commission from January 2009 through June 7, 2017, and

WHEREAS, Mr. Lough has been an asset to the Civil Service Commission through his concern for the police officers, firefighters, and the City and through his rational and prudent decisions.

NOW THEREFORE, I, David Pyle, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby recognize

JAMES LOUGH

for his service on the Sherman Civil Service Commission and for his dedication and reasoning of issues that come before that astute board.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 5th day of June, 2017.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 06/05/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6031

Adopting a Revised Official Zoning Map

Issue:

To consider the adoption of a revised official zoning map.

Background:

The City Planning and Zoning Commission and the City Council have previously changed the zoning of a number of properties in the City as permitted by law and Chapter 14 of the City's Code of Ordinances. The official zoning map was last adopted by Ordinance No. 5867 on February 2, 2015.

Origination:

Developmental Services

Financial Consideration:

None

Staff Recommendation:

It is recommended that the City Council adopt the revised official zoning map.

Alternatives:

No other alternatives are recommended.

Attachments

Ordinance No. 6031

Exhibit A - City of Sherman Official Zoning Map

ORDINANCE NO. 6031

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A REVISED OFFICIAL ZONING MAP; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council have previously changed the zoning of a number of properties in the City as permitted by law and Chapter 14 of the City's Code of Ordinances; and

WHEREAS, the City Council now wishes to approve a revised zoning map reflecting all changes in zoning previously made;

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

SECTION 1. That, from and after the passage of this ordinance, the new zoning map be and is hereby adopted as the official zoning map for the City of Sherman, superseding and replacing the official zoning map adopted on February 2, 2015, as part of Ordinance No. 2280 of the City of Sherman, Texas. A copy of such official zoning map is attached to this ordinance as Exhibit "A".

SECTION 2. That the Mayor be and is hereby authorized and directed to affix his signature to the new map and have his signature attested by the City Clerk.

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE on this the _____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

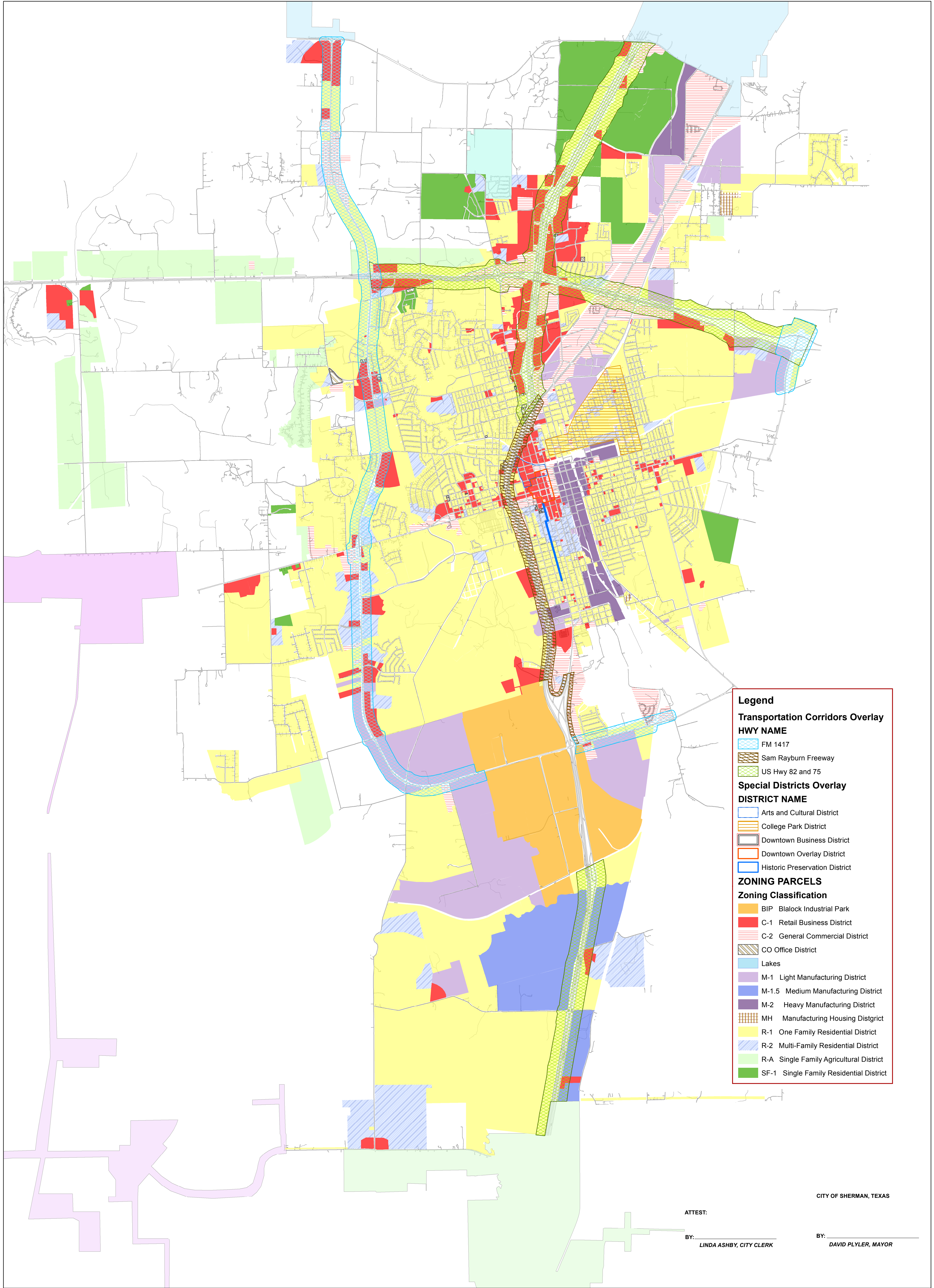
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

Document Path: H:\ENGINEER\4 Zoning\OfficialZoningMap.mxd



City of Sherman Official Zoning Map

Sherman
CLASSIC TOWN. BROAD HORIZON.

0 1,200 2,400 4,800 7,200 9,600 Feet



Exhibit A



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.2.

Meeting Date: 06/05/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6032

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Marriott Courtyard Hotel in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District at 4344 Loy Lake Road, being Lot 2, Block 1, Ameristate Plaza (Sherman Hotels, LLC, Owner; Gray Rock, LLC, Civil Engineer and Landscape Architect; and EJES, Inc., Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Sherman Hotels, LLC (Owner), Gray Rock LLC (Civil Engineer and Landscape Architect) and EJES, Inc. (Architect) concerning the property located at 4344 Loy Lake Road, being Lot 2, Block 1, Ameristate Plaza, for a Specific Use Permit to allow a Marriott Courtyard Hotel in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District

Background:

The property is located at 4344 Loy Lake Road, north of the Sherman Town Center. A Specific Use Permit to allow a Marriott Courtyard Hotel was approved at the June 6, 2011 and the November 16, 2015 City Council Meetings, but construction was never started. Variances were granted at the May 17, 2011 Planning and Zoning Commission Meeting to allow a five-story, 62' tall hotel, to allow a 28' rear setback and a 37' side setback from residentially zoned property.

They are proposing a five-story, 62' tall, 117-room Marriott Courtyard Hotel; parking will be provided for 119 spaces with six (6) handicap accessible.

Origination:

Sherman Hotels, LLC (Owner)
Gray Rock LLC (Civil Engineer and Landscape Architect)
EJES, Inc. (Architect)

Financial Consideration:

None

Staff Recommendation:

At the May 16, 2017 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6032
Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6032

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A MARRIOTT COURTYARD HOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 4344 LOY LAKE ROAD, BEING LOT 2, BLOCK 1, AMERISTATE PLAZA (SHERMAN HOTELS, LLC, OWNER; GRAY ROCK, LLC, CIVIL ENGINEER AND LANDSCAPE ARCHITECT; AND EJES, INC., ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Sherman Hotels, LLC (Owner), Gray Rock LLC (Civil Engineer and Landscape Architect) and EJES, Inc. (Architect) are granted a Specific Use Permit to a Marriott Courtyard Hotel in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District at 4344 Loy Lake Road, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING Lot 2, Block 1, Ameristate Plaza

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, the sign ordinance, the screening ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. The exterior finish on all buildings must meet the masonry requirements.
3. One freestanding sign is allowed per development lot unless an exception is granted.
4. Parking and service driveways are permitted on paved surfaces only (concrete or asphalt).
5. Parking shall be provided for one space per unit; a parking space is considered to be 9'x20'
6. All parking shall be on private property and shall not encroach into Loy Lake Road right-of-way.
7. The trash dumpster will need to be located inside the main building area.
8. Only one freestanding sign is allowed per development lot.
9. Fire access, lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
10. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.
11. Review the zoning and development ordinance for additional requirements.
12. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

13. Replatting of the property is required.
14. Drive approaches and sidewalks must conform to TxDOT and City of Sherman standards and a permit is required from City of Sherman Engineering Department.
15. Drainage and Utility Easement noted in Plat Vol. 18, Pg. 159 to be abandoned.
16. The location of trash receptors must be approved by the Public Works Department.
17. Parking will be permitted on private property only.
18. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
19. Final site plans, utility, drainage and grading plan shall be provided and approved by the City Engineering Department.
20. Sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
21. Water Pro-Rata will be due at the time of development.
22. Verify water pressure for proposed use.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2017.

ADOPTED on this the _____ day of _____, 2017.

EFFECTIVE DATE on this the _____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

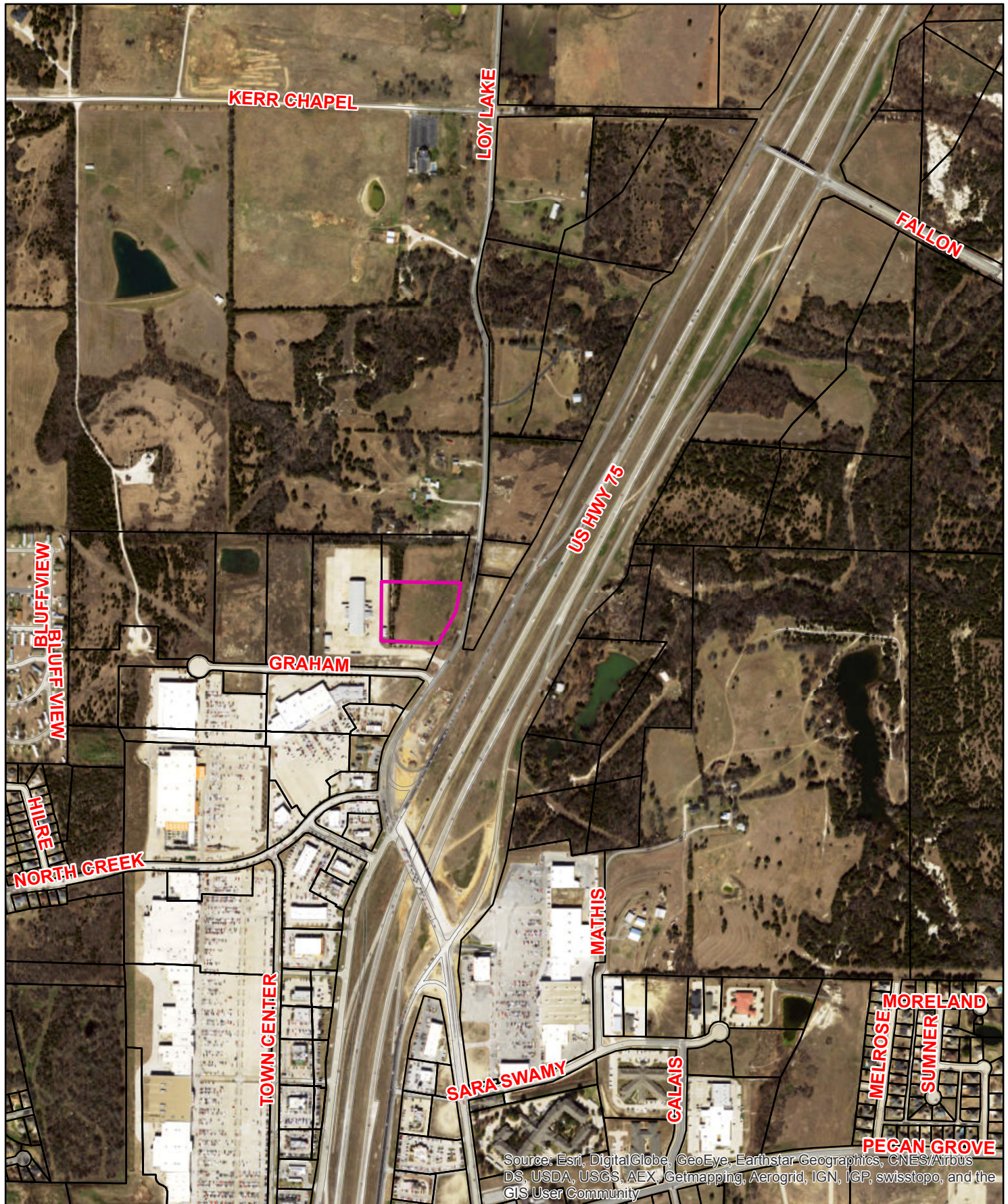
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

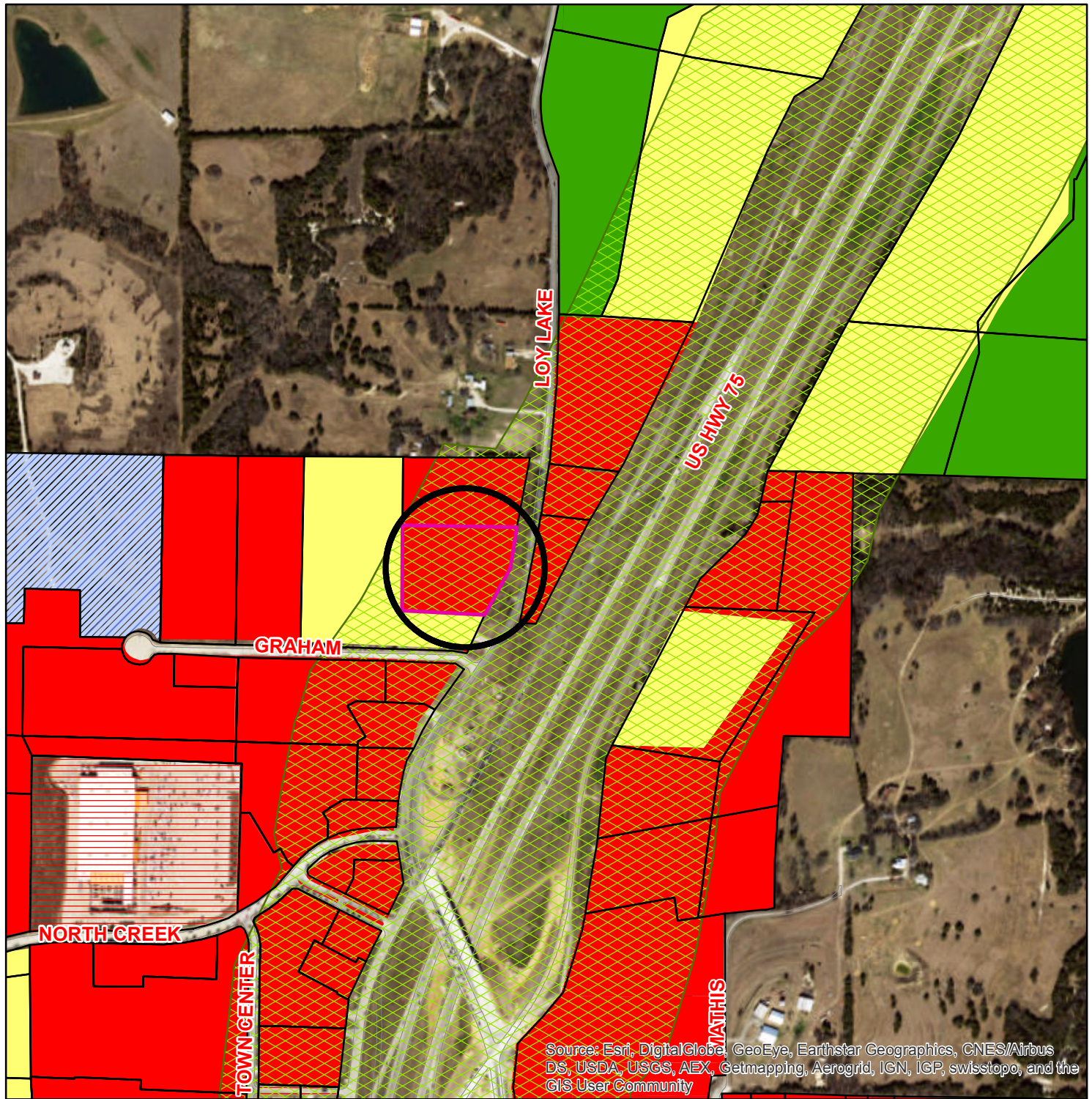


4344 Loy Lake Road



1 in = 800 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 4344 Loy Lake Road

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Unknown

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



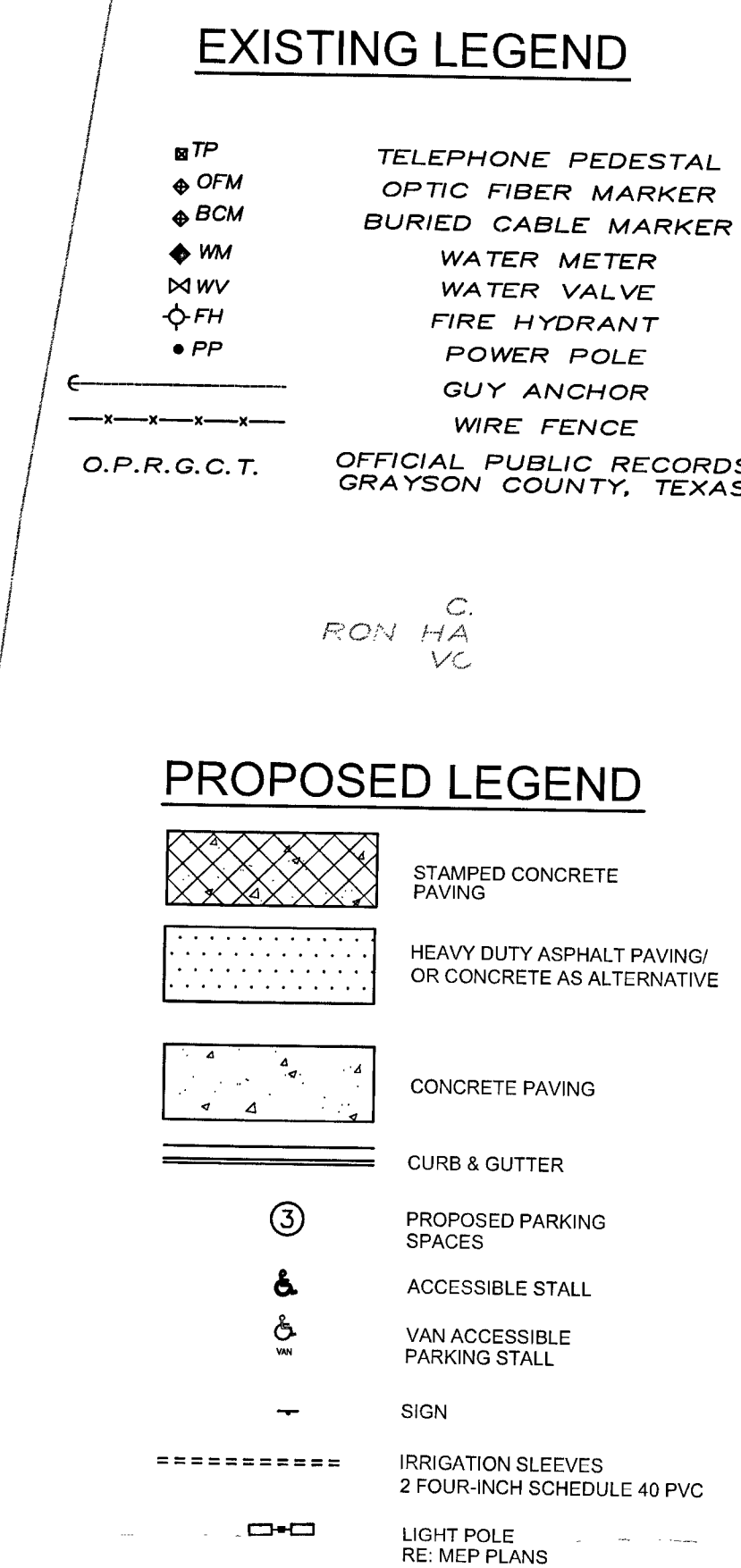
City of Sherman, Texas
Developmental Services Department



1 in = 600 ft

4344 Loy Lake Road





Civil Engineering & Landscape Architecture
5204 Village Parkway, Suite 11
Rogers, AR 72758 479.250.9131

ETES
INCORPORATED

CORPORATE OFFICE
12655 N. CENTRAL EXPY.
SUITE 500
DALLAS, TX 75243
PHONE: (214) 343-1210
FAX: (214) 343-3885

SHREVEPORT OFFICE
201 WILKINSON ST.
SHREVEPORT, LA 71104
PHONE: (318)
670-7275
FAX: (318) 670-7284

PROPOSED
MARRIOTT
COURTYARD
SHERMAN, TEXAS



PRELIMINARY
NOT FOR
CONSTRUCTION

[illegible]

SHEET NAME	
SITE	
PLAN	
DRAWN BY: MDT	
CHECKED BY: DAG	
PROJECT NO.	
215-01	
DATE	
MARCH 20, 2017	
SHEET NO.	

C1.0

STAFF REVIEW LETTER

May 10, 2017

Sherman Hotels, LLC
118 N. 7th Street
Durant, OK 74701

EJES Inc.
12655 N. Central Expy., Ste. 500
Dallas, TX 75243

Gray Rock, LLC
5208 Village Parkway, Suite 11
Rogers, AR 72758

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a Marriott Courtyard Hotel in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District for the property located at 4344 Loy Lake Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, May 16, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, the sign ordinance, the screening ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. The exterior finish on all buildings must meet the masonry requirements.
3. One freestanding sign is allowed per development lot unless an exception is granted.
4. Parking and service driveways are permitted on paved surfaces only (concrete or asphalt).
5. Parking shall be provided for one space per unit; a parking space is considered to be 9'x20'
6. All parking shall be on private property and shall not encroach into Loy Lake Road right-of-way.
7. The trash dumpster will need to be located inside the main building area.
8. Only one freestanding sign is allowed per development lot.
9. Fire access, lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
10. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.
11. Review the zoning and development ordinance for additional requirements.
12. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

13. Replatting of the property is required.
14. Drive approaches and sidewalks must conform to TxDOT and City of Sherman standards and a permit is required from City of Sherman Engineering Department.
15. Drainage and Utility Easement noted in Plat Vol. 18, Pg. 159 to be abandoned.
16. The location of trash receptors must be approved by the Public Works Department.
17. Parking will be permitted on private property only.

18. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
19. Final site plans, utility, drainage and grading plan shall be provided and approved by the City Engineering Department.
20. Sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
21. Water Pro-Rata will be due at the time of development.
22. Verify water pressure for proposed use.

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

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

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

Respectfully,



Scott Shadden

Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Don Keene, Asst. City Manager

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Director of Public Services
Amber Doan, Engineering Coordinator



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

Agenda Item No. 7.

Meeting Date: 05/16/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

4344 LOY LAKE ROAD

The request of Sherman Hotels, LLC (Owner), Gray Rock LLC (Civil Engineer and Landscape Architect) EJES, Inc. (Architect) concerning the property located at 4344 Loy Lake Road, being Lot 2, Block 1, Ameristate Plaza, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Marriott Courtyard Hotel in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.

Background:

The property is located at 4344 Loy Lake Road, north of Sherman Town Center and is zoned a C-1 (Retail Business) District. A Specific Use Permit to allow a Marriott Courtyard Hotel was approved at the June 6, 2011 and the November 16, 2015, City Council Meetings, but construction never began. Variances were granted at the May 17, 2011 Planning and Zoning Commission Meeting to allow a five story, 62' tall hotel, to allow a 28' rear setback and a 37' side setback from residentially zoned property.

They are proposing a five-story hotel, 62' tall, 117-room Marriott Courtyard Hotel; parking will be provided for 119 spaces with 6 handicap accessible.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

Origination:

Sherman Hotels, LLC (Owner)

Gray Rock LLC (Civil Engineer and Landscape Architect)

EJES, Inc. (Architect)

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.

Number of notices mailed:

3

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.3.

Meeting Date: 06/05/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6031 and 6032

Issue:

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6031

Adopting a Revised Official Zoning Map

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6032

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Marriott Courtyard Hotel in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District at 4344 Loy Lake Road, being Lot 2, Block 1, Ameristate Plaza (Sherman Hotels, LLC, Owner; Gray Rock, LLC, Civil Engineer and Landscape Architect; and EJES, Inc., Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.4.

Meeting Date: 06/05/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

E. 4. * RESOLUTION NO. 6229

Finding and Determining a Public Purpose and Public Necessity Exists for Construction of City Project North Travis Street Water Main Replacement; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to Take all Steps Necessary to Acquire the Needed Property Rights in Compliance with All Applicable Laws and Regulations

E. 5. * RESOLUTION NO. 6230

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the TIPS Purchasing Cooperative

E. 6. * RESOLUTION NO. 6231

Authorizing Execution of an Agreement with Tobars Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 600 South Maxey Street

G. 1. * CHANGE ORDER NO. 1

The West Travis Street Phase I Project; 03 Concrete Contractors; \$10,037.00 Increase from Contract Price

H. 3. * OTHER BUSINESS

Vacation of Plat Approval of Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 & 4, Block 4, W.P. Carter's Addition, being Lots 1R, 2R, & 3R, Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 & 4, Block 4, W.P. Carter's Addition; Lazy L. Enterprises, Owners; and Helvey-Wagner Surveying, Inc., Surveyor (600 block of East Carter Street and 802 North Throckmorton Street)

H. 4. * *OTHER BUSINESS*

Replat Approval of Christian College Addition, Block 16, Lot 1R, being all of Lots 1, 3, 5 & 7, Block 16, Christian College Addition; Seraj Ali and Maynah S. Ali, Owners; and Preston Trail Land Surveying, Surveyor (1802 East Houston Street and 1809 East Lamar Street)

H. 5. * *OTHER BUSINESS*

Replat Approval of Lots 1 thru 4, Block A, Green Mount 2nd Addition, being 0.717 acres in the J.B. McAnair Survey, Abstract No. 763; EMR Real Estate, LLC, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (833 West Pecan Street and 407 North Ricketts Street)

H. 6. * *OTHER BUSINESS*

Replat Approval of Lots 3 & 4 of the Replat of Fairview Park Patio Homes, Lots 1-7, being Lots 3 & 4 of the Replat of Fairview Park Patio Homes, Lots 1-7; Shreetejas, LLC, Owner; and William Davis Finney, Surveyor (1400 block of Park Place)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.1.

Meeting Date: 06/05/2017

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6226

Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017A (City of Sherman Project); and 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 Such Authority

Issue:

Approving bond issuance through the Greater Texoma Utility Authority (GTUA) for \$6,065,000.00.

Background:

The City manages its major utility improvement projects through GTUA. The proposed projects to be funded by these bonds include the repainting and repair of the Gallagher Water Tower, construction of water and wastewater infrastructure along Swan Ridge, Canyon Creek, Preston Club, High Country Estates, Travis Street West, Taylor/Washington West, Lamberth Road West and Highway 56 West.

A bid has already been accepted for the Gallagher Water Tower repair. The other projects will primarily be done by the City's in-house utility crew.

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

Origination:

Drew Satterwhite, P.E., GTUA General Manager

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

Resolution No. 6226

GTUA's Bond Resolution

RESOLUTION NO. 6226

A RESOLUTION by the City Council of the City of Sherman, Texas, relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017A (City of Sherman Project); and 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 such Authority

WHEREAS, the Greater Texoma Utility Authority (the "Authority") and the City of Sherman, Texas (the "City"), have previously executed and delivered a Contract for Water Supply and Sewer Service, dated as of March 1, 1985 (the "Contract"), whereby the Authority is to provide water and sewer services to the City; 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 proposed "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017A (City of Sherman Project)" (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 May 31, 2017, executed pursuant to the Bond Resolution (the "Pricing Certificate"), and the project described in the Bond Resolution (the "Series 2017A Project"); now, therefore,

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

SECTION 1: The facilities to be constructed, acquired, and improved by the Authority with the proceeds of the Bonds as described in the Bond Resolution are hereby approved. The issuance of the Bonds by the Authority and the use of the proceeds thereof, as described in the Bond Resolution, is hereby approved. The Bond Resolution and the Pricing Certificate are approved as to form and content, and the City acknowledges that the payment of principal of and interest on the Bonds is payable, in whole or in part, from payments to be made by the City under and pursuant to the Contract. The City Manager is authorized to execute any documents or certifications necessary to accomplish the delivery of the Bonds.

SECTION 2: It is the purpose and intent of the City Council of the City to approve the Notice of Sale, dated May 17, 2017 and the Official Statement (with respect to the information contained therein with respect to the City).

SECTION 3: It is the purpose and intent of the City Council of the City to approve the Bond Resolution, and the facilities to be constructed, acquired, and improved in full accordance with the provisions of the Contract mentioned in the preamble hereof. 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 from the form 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 (but not the purpose for which the Bonds are to be issued as set forth in the Bond Resolution), 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 4: In order to assist the Authority in complying with Rule 15c2-12 of the Securities Exchange of 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 month after its fiscal year end), while the City is an "obligated person" under the Rule, the information with respect to the City described in Tables 1 through 10 appearing in the Official Statement and Appendix C to the Official Statement relating to the Bonds. Any financial statements to provided pursuant to this Section shall be (i) prepared in accordance with the accounting principles described in Appendix C to the Official Statement, (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within such period, then the City shall provide notice to the Authority that the audited financial statements are not available and shall provide unaudited financial information of the type included in the Official Statement for the applicable fiscal year to the Authority by the required time. Thereafter, when and if audited financial statements are available, the City shall provide such audited financial statements as required to the Authority.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the 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) Notice of Certain Events. 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 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

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

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

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

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

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

(2) The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any

benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority and the City undertake to provide only the financial information, operating data, financial statements and notices which it has expressly agreed to provide pursuant to this Section and do not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority's or the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. Neither the Authority nor the City make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

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

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

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

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

SECTION 6: Exhibit D to the Contract is amended to include the Series 2017A Project as described in the Bond Resolution. In all other respects the Contract is reapproved and shall be and remain in full force as the agreement of the parties.

SECTION 7: The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Resolution for all purposes as if the same were restated in full in this Section.

SECTION 8: It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

SECTION 9: This Resolution shall be effective from and after its adoption, and it is so resolved.

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PASSED AND APPROVED, this June 5, 2017.

CITY OF SHERMAN, TEXAS

Mayor

ATTEST:

City Clerk

(City Seal)

A RESOLUTION by the Board of Directors of the Greater Texoma Utility Authority authorizing the issuance of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017A (City of Sherman Project)"; pledging the Pledged Revenue to the payment of the principal of and interest on said Bonds; delegating matters relating to the issuance, sale, and delivery of said Bonds to authorized Authority officials; and resolving other matters incident and related thereto

WHEREAS, the Board of Directors of the Greater Texoma Utility Authority (the "Authority") has determined that Bonds should be authorized at this time to provide funding for the 2017A Project more fully described in Section 1 hereof; and

WHEREAS, the Authority shall by this Resolution, in accordance with the provisions of Chapter 1371, Texas Government Code, as amended, delegate to a Pricing Officer (hereafter designated) the authority to determine the principal amount of Bonds to be issued and negotiate the terms of sale thereof; and

WHEREAS, the Board of Directors of the Authority has determined that the Bonds herein authorized may and shall be issued as Additional Bonds (herein defined) on a parity with the Outstanding Previously Issued Bonds (herein defined) in that:

(a) The Authority is not now in default as to any covenant, condition or obligation contained in the Contract (as hereinafter defined) and the resolutions authorizing the issuance of Outstanding Previously Issued Bonds;

(b) The City of Sherman, Texas, will approve the resolution authorizing the issuance of the Bonds as to form and content and will acknowledge that payment of principal and interest on the Bonds will be made, in whole or in part, by the City of Sherman, Texas, under and pursuant to the Contract;

(c) A consulting engineer has certified to the Authority the need for an estimated amount of additional financing required for completion, expansion, enlargement or improvement of the Project (herein defined);

(d) The Bonds herein authorized shall mature on April 1 and/or October 1 in each of the years in which they are scheduled to mature as provided in the Pricing Certificate;

(e) As provided herein, deposits to the Bond Fund will be sufficient to pay principal of and interest on the Bonds herein authorized as the same become due;

(f) As provided herein, the amount to be accumulated and maintained in the Reserve Fund will be in an amount equal to not less than the average annual requirement (calculated on a Fiscal Year basis) of all Outstanding Bonds Similarly Secured as of the date of the last series of Bonds Similarly Secured after giving effect to the issuance of the Bonds for the payment of principal of and interest on all obligations to be secured by a first lien on and pledge of the Pledged Revenues, and any additional amount to be maintained in the Reserve Fund shall be accumulated within not more than 60 months from the date of the passage of this Resolution; and;

(g) The Authority has demonstrated to the Board's Executive Administrator that the Pledged Revenues will be sufficient to pay the Previously Issued Bonds and the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY:

SECTION 1: Authorization - Designation - Principal Amount – Purpose – Bond Date. Revenue bonds of the Authority shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title "GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2017A (CITY OF SHERMAN PROJECT)" (herein referred to as the "Bonds"), for the construction, acquisition, and improvement of water and sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition, design and construction of water lines, sewer lines and rehabilitation of the Gallagher elevated storage tank, and other appurtenances as necessary, and the payment of all costs incident and related to the acquisition and financing thereof, and the purpose of funding the portion of the Required Reserve Fund Amount attributable to the Bonds, pursuant to authority conferred by and in conformity with the Constitution and the laws of the State of Texas, including Chapter 97, Acts of the 66th Legislature, Regular Session 1979, as amended by Chapter 398, Acts of the 68th Legislature, Regular Session, 1983, and Chapter 508, Acts of the 78th Legislature, Regular Session, 2003, and Chapter 1371, Texas Government Code, as amended. The Bonds shall be dated (the "Bond Date") as provided in the Pricing Certificate.

SECTION 2: Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and the Bonds (other than the Initial Bond(s) referenced in Section 8 hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from One (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer.

(a) As authorized by Texas Government Code, Chapter 1371, as amended, the General Manager or President of the Board of Directors (either the "Pricing Officer") is hereby authorized to act on behalf of the Authority in selling and delivering the Bonds and carrying out the other procedures specified in this Resolution, including, determining the aggregate original principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Authority, as well as any mandatory sinking fund redemption provisions, the designation of a Paying Agent/Registrar, and all other matters relating to the issuance, sale, and delivery of the Bonds, including any modification of the Rule 15c2-12 continuing disclosure undertaking contained in Section 39 hereof, all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed \$6,100,000;

(ii) the true interest cost rate for the Bonds shall not exceed 4.75%; and

(iii) the maximum maturity date of the Bonds shall be October 1, 2037.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the Authority to the Purchasers (hereinafter defined).

(b) The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to 180 days from the date hereof.

SECTION 4: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books (the "Security Register") maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the Authority by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as Exhibit A and such reasonable rules and regulations as the Paying Agent/Registrar and the Authority may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The Authority covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the Authority agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or the redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated office specified in the Pricing Certificate or such other office as shall be designated from time to time by the Paying Agent/Registrar, or its successors (the "Designated Payment/Transfer Office"). Interest on each Bond shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the fifteenth (15th) day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register, or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a

Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the Authority at the Designated Payment/Transfer Office of the Paying Agent/Registrar, and also at a location within the State of Texas, as provided herein and in accordance with rules and regulations as the Paying Agent/Registrar and the Authority may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Resolution, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

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

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

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

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

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 30 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

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

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

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

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, the Authority covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the Authority by the President or Vice President of the Board of Directors under its seal reproduced or impressed thereon and attested by the Secretary or Assistant Secretary of the Board of Directors. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Authority on the date of the adoption of this Resolution shall be deemed to be duly executed

on behalf of the Authority, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial Holders and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in the Public Security Procedures Act, Texas Chapter 1201, Government Code, as amended.

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

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

SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to appear on the Initial Bond(s), the Registration Certificate of Paying Agent/Registrar to appear on the definitive Bonds, and the form of Assignment to appear on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution, and the Bonds may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Authority or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

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

(b) Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF GRAYSON, COLLIN, FANNIN AND COOKE
GREATER TEXOMA UTILITY AUTHORITY
CONTRACT REVENUE BONDS, SERIES 2017A
(CITY OF SHERMAN PROJECT)

Bond Date: _____ Interest Rate: _____ % Stated Maturity: _____ 1, 20____ CUSIP NO. _____

Registered Owner:

Principal Amount: _____ DOLLARS

The Greater Texoma Utility Authority (hereinafter referred to as the "Authority"), for value received, hereby promises to pay to the Registered Owner named above (the "Holder") or the registered assigns thereof, solely from the revenues hereinafter identified, on the Stated Maturity date specified above, the Principal Amount hereinabove stated and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is the delivery date of this Bond (or its Predecessor Bond) to the initial Holder, in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each April 1 and October 1 thereafter until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or date of redemption to the Holder hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of _____, the Paying Agent/Registrar, or its successor. Interest is payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth (15th) day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of the Holder. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

If the date for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of providing funds for the construction, acquisition, and improvement of water and sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas, including the planning, acquisition, design and construction of water lines, sewer lines and rehabilitation of the Gallagher elevated storage tank, and other appurtenances as necessary, and the payment of all costs incident and related to the acquisition and financing thereof, pursuant to authority conferred by and in conformity with the Constitution and the Laws of the State of Texas, including Chapter 97, Acts of the 66th Legislature, Regular Session 1979, as amended by Chapter 398, Acts of the 68th Legislature, Regular Session, 1983, and Chapter 508, Acts of the 78th Legislature, Regular Session, 2003, Chapter 1371, Texas Government Code, as amended, and pursuant to a Resolution adopted by the Board of Directors of the Authority (herein referred to as the "Resolution").

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

Not fewer than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the Authority and at the Authority's expense, to each Registered Owner of a Bond to be redeemed and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed.

In the event of a partial redemption of the principal amount of this Bond, payment of the redemption price of such principal amount shall be made to the Holder only upon presentation and surrender of this Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office, and there shall be issued, without charge therefor to the Holder hereof, a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Resolution for the then unredeemed balance of the principal sum hereof. If this Bond is selected for redemption, in whole or in part, the Authority and the Paying Agent/Registrar shall not be required to transfer this Bond to an assignee of the Holder within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the

redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the Authority shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds constitute special obligations of the Authority, and, together with the outstanding Previously Issued Bonds and any Additional Bonds, if issued, are payable as to principal and interest solely from and equally secured by a first lien on the Pledged Revenue of the Authority (identified and defined in the Resolution, and including revenues to be received under and pursuant to a Contract For Water Supply and Sewer Service between the Authority and the City of Sherman, Texas, dated as of March 1, 1985, together with all amendments thereto). Reference is hereby made to the Resolution, copies of which are on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the revenues pledged for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Authority and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Resolution.

The Authority expressly reserves the right to issue further and additional revenue bond obligations in all things on a parity with the Bonds and the Previously Issued Bonds, payable solely from and equally secured by a first lien on the Pledged Revenue described above; provided, however, that any and all such Additional Bonds may be so issued only in accordance with and subject to the covenants, conditions, limitations and restrictions relating thereto which are set out and contained in the Resolution, to which reference is hereby made for more complete and full particulars.

The Holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

This Bond, subject to certain limitations contained in the Resolution, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Authority and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the Authority nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the

Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Bond in order to render the same a legal, valid and binding obligation of the Authority have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that the issuance of the Bonds does not exceed any constitutional or statutory limitation. In case any provision in this Bond or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Directors of the Authority has caused this Bond to be duly executed under the official seal of the Authority.

GREATER TEXOMA UTILITY AUTHORITY

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on the definitive Bonds.

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The principal office of the Paying Agent/Register in _____ is the "Designated Payment/Transfer Office" for this Bond.

as Paying Agent/Registrar

Registration Date: _____

By: _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____) the within Bond and all
rights thereunder, and hereby irrevocably constitutes and appoints _____

attorney
to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature guaranteed: _____

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

F. The Initial Bond(s) shall be in the form set forth in paragraph (b) of this Section,
except that the form of a single fully registered Initial Bond shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF COOKE, FANNIN, GRAYSON AND COLLIN
GREATER TEXOMA UTILITY AUTHORITY
CONTRACT REVENUE BONDS, SERIES 2017A
(CITY OF SHERMAN PROJECT)

Bond Date: _____

Registered Owner:

Principal Amount:

The Greater Texoma Utility Authority (hereinafter referred to as the "Authority"), for value
received, hereby promises to pay to the Registered Owner named above (the "Holder") or the
registered assigns thereof, solely from the revenues hereinafter identified, on _____ in
each of the years and in principal amounts and bearing interest at per annum rates in
accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-------------	-----------------------------------	--------------------------

(Information to be inserted from schedule in the Pricing Certificate)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is the delivery date of this Bond (or its Predecessor Bond) to the initial Holder, in which case it shall bear interest from the _____ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each April 1 and October 1 thereafter until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the Holder hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in _____ (the "Designated Payment/Transfer Office"), or its successor. Interest is payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth (15th) day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of the Holder. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Certain Definitions. In addition to terms defined elsewhere in this Resolution, for all purposes of this Resolution and in particular for clarity with respect to the issuance of the Bonds and the pledge and appropriation of the Pledged Revenue therefor, the following definitions are provided:

(a) The term "Additional Bonds" shall mean parity revenue bonds issued in accordance with the terms and conditions prescribed in Section 19 hereof.

(b) The term "Authorized Investments" shall mean the obligations identified in the "Public Funds Investment Act" (Texas Government Code, Chapter 2256), as amended.

(c) The term "Bonds" shall mean the "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017A (City of Sherman Project)" authorized by this Resolution.

(d) The term "Bonds Similarly Secured" shall mean the Bonds, Previously Issued Bonds, and Additional Bonds.

(e) The term "Contract" or "Contract for Water Supply and Sewer Service" shall mean that certain contract, dated as of the 1st day of March, 1985, by and between the Authority and the City of Sherman, Texas, together with amendments and supplements thereto (which by the term of such instrument is designated as a supplement to such Contract), a conformed copy of such Contract being attached hereto as **Exhibit B** for the purposes of identification only.

(f) The term "Cost of the Project" shall have the meaning assigned such term in Section 1.01 of the Contract.

(g) The term "Fiscal Year" shall mean the twelve month operational period of the Authority commencing October 1 of each year; provided, however, the Authority may change the fiscal year to another period of not less than twelve (12) calendar months but in no event may the fiscal year be changed more than one time in any three calendar year period.

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

(i) The term "Maintenance and Operation Expense of the Project" shall have the meaning assigned such term in Section 1.01 of the Contract.

(j) The term "Outstanding" shall mean when used in this Resolution with respect to Bonds or Bonds Similarly Secured, as of the date of determination, all Bonds or Bonds Similarly Secured theretofore issued and delivered, except:

(i) those Bonds or Bonds Similarly Secured canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(ii) those Bonds or Bonds Similarly Secured paid or deemed to be paid in accordance with the provisions of Section 27 hereof; and

(iii) those Bonds or Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 30 hereof or similar provisions with respect to Bonds Similarly Secured.

(k) The term "Pledged Revenue" shall mean (i) the amount received by the Authority as monthly amortization payments by reason of Section 3.01 (a) of the Contract, less the fees and charges of the Paying Agent/Registrar with respect to Bonds Similarly Secured, plus (ii) the amounts deposited into the Bond Fund reaffirmed by Section 12(b) of this Resolution, and the Reserve Fund reaffirmed by Section 12(c) of this Resolution; plus (iii) any amounts on deposit in any construction fund, created and established by a resolution authorizing the issuance of the Bonds or Bonds Similarly Secured, pending the application of such money for the payment of the Cost of a Project.

(l) The term "Previously Issued Bonds" shall mean the Outstanding (1) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2006 (City of Sherman Project)", (2) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2008 (City of Sherman Project)", (3) "Greater Texoma Utility Authority Contract Revenue and Refunding Bonds, Series 2008 (City of Sherman Project)", (4) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2009 (City of Sherman Project)", (5) "Greater Texoma Utility Authority Contract Revenue

Bonds, Series 2009-A (City of Sherman Project)", (6) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2011 (City of Sherman Project)", (7) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2012 (City of Sherman Project)", (8) "Greater Texoma Utility Authority Contract Revenue Refunding Bonds, Series 2012A (City of Sherman Project)", (9) "Greater Texoma Utility Authority Contract Revenue Refunding Bonds, Series 2013 (City of Sherman Project)", (10) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2013A (City of Sherman Project)", (11) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2014 (City of Sherman Project)", (12) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015 (City of Sherman Project)", (13) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015A (City of Sherman Project)" (14) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015B (City of Sherman Project)" and (15) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017 (City of Sherman Project)" heretofore issued which are in every respect on a parity with the Bonds.

(m) The term "Project" shall mean, with respect to the Bonds Similarly Secured, collectively, the projects described as such in the exhibits attached to the ordinances of the City that have from time to time approved the issuance of Bonds Similarly Secured by the Authority for the financing of such projects.

(n) The term "Series 2017A Project" shall mean, with respect to the Bonds, the project described in Section 1 hereof.

SECTION 11: Pledge. The Authority hereby covenants and agrees that all of the Pledged Revenue is hereby irrevocably pledged for the payment of the Bonds Similarly Secured, and the interest thereon, and it is hereby declared and resolved that the Bonds Similarly Secured and the interest thereon shall constitute a first lien upon said Pledged Revenue.

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

SECTION 12: Fund Designations. The Authority hereby covenants and agrees with the Holders of the Bonds Similarly Secured that all income, receipts and revenues derived from the operation and ownership of the Project shall be kept separate from other funds or accounts of the Authority. To that end the following special Funds (herein so called) were created and established by a resolution authorizing Previously Issued Bonds and shall exist and govern the application of the Pledged Revenue while the Bonds Similarly Secured are Outstanding, to wit:

(a) Greater Texoma Utility Authority Revenue Fund, hereinafter called "Revenue Fund". This Fund shall be kept in a depository of the Authority.

(b) Greater Texoma Utility Authority Bond Interest and Sinking Fund, hereinafter called "Bond Fund". This Fund shall be deposited with a depository of the Authority as trustee of the Pledged Revenue, and moneys deposited therein shall be used to pay principal of and interest on Bonds Similarly Secured when and as the same shall become due and payable.

(c) Greater Texoma Utility Authority Bond Reserve Fund, hereinafter called "Reserve Fund". This Fund shall be deposited with a depository of the Authority and money deposited therein shall be used to pay the principal of and interest on Bonds Similarly Secured falling due at any time where there is insufficient money available in the Bond Fund.

SECTION 13: Revenue Fund. All revenues and income of any kind or character received by the Authority by reason of (i) its ownership of all or a part of the Project, (ii) the operation of the Project, or (iii) the Contract, shall be deposited in the Revenue Fund.

In the event money is deposited in the Revenue Fund from sources other than those specified in Section 3.01 of the Contract, then such money may be invested or reinvested or placed on time deposit in the same manner as the Reserve Fund pending its application to the reduction of payments that would otherwise be required to be made by the City under Section 3.01 of the Contract. Investment income and profits from the investment of the Revenue Fund shall be retained therein until used as provided in this Section.

Money in the Revenue Fund shall be used in the following order of priority:

1. Payments into the Bond Fund, as provided by Section 14;
2. Payments into the Reserve Fund, as provided by Section 15;
3. The curing of any deficiencies, as provided by Section 16;
4. The payment of other costs of the Project including maintenance and operation expenses not paid by the Authority and those purposes for which provision is made by Section 3.01(c) through 3.01(e) of the Contract; and
5. Applied as provided in Section 17.

SECTION 14: Bond Fund. The Authority hereby covenants and agrees to deposit to the credit of the Bond Fund amounts sufficient to pay the principal of and interest on the outstanding Bonds Similarly Secured as the same becomes due. There shall be deposited into the Bond Fund, by reason of the issuance of the Bonds, from the Pledged Revenue on deposit in the Revenue Fund (i) beginning on or before the twenty-fifth (25th) day of the month next following delivery of the Bonds and on or before the twenty-fifth (25th) day of each following month until and including the first interest payment date, an amount equal to not less than the fractional amount required in order to have the amount of the first installment of interest on deposit by the twenty-fifth (25th) day of the month next preceding the first interest payment date, and thereafter on the twenty-fifth (25th) day of each following month, an amount equal to not less than one sixth (1/6) of the next installment of interest; (ii) beginning on or before the twenty-fifth (25th) day of the month next following delivery of the Bonds, and on or before the twenty-fifth (25th) day of each following month until and including the first principal payment date, an amount equal to not less than the fractional amount required in order to have the amount of the first installment of principal on deposit by the twenty-fifth (25th) day of the month preceding the first principal payment date, and thereafter on or before the twenty-fifth (25th) day of each month, an

amount equal to one twelfth (1/12) of the next annual principal payment to become due on the Bonds.

The amounts required to be so deposited shall take into account amounts already on deposit in the Bond Fund.

The monthly deposits to the Bond Fund for the payment of principal and interest on the Bonds shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Bond Fund is equal to the amount required to pay all Outstanding Bonds Similarly Secured (principal and interest) for which said Fund was created and established or (ii) the Bonds Similarly Secured payable therefrom are no longer Outstanding.

Moneys on deposit in the Bond Fund may be invested, to the extent such investments are Authorized Investments, in United States Treasury bills, in similar direct obligations of the United States of America, or in certificates of deposit of any bank that is a member of the Federal Deposit Insurance Corporation (which are fully secured by a pledge of direct obligations of, or obligations of which the principal and interest are guaranteed by, the United States of America to the extent such certificates are not insured) maturing at such dates and in such manner as will provide cash to discharge interest and/or principal payments on Bonds Similarly Secured when and as the same become due.

Investment income and profits realized from the investment of the Bond Fund shall be retained therein until used as provided in this Section. Accrued interest, if any, shall be deposited into the Bond Fund.

SECTION 15: Reserve Fund. Upon the delivery of the Bonds, amounts on deposit in the Reserve Fund, allocated as a part of the Reserve Fund for the security of "Bonds Similarly Secured" under the resolutions authorizing the issuance of such Bonds Similarly Secured (including amounts held in the Reserve Fund by reason of the issuance of the Previously Issued Bonds) shall continue to be held as a part of the Reserve Fund for the security and payment, if required, of Bonds Similarly Secured as defined herein. The Authority hereby covenants and agrees with the holders of the Bonds Similarly Secured that it will provide for the accumulation of, and when accumulated, will thereafter continuously maintain in the Reserve Fund an amount equal to the average annual principal and interest requirement of all Bonds Similarly Secured (the Required Reserve Fund Amount). If any Bonds Similarly Secured are subject to mandatory redemption, the amount required to be redeemed in any Fiscal Year shall be treated as if it matured in that Fiscal Year. The average annual requirement shall be calculated on a Fiscal Year basis on the Outstanding Bonds Similarly Secured on the date of the last series of Bonds Similarly Secured (after giving effect to the issuance of such last series); provided, however, at such time as the Previously Issued Bonds identified in 1 through 7 of Section 10(l) hereof are no longer Outstanding, the average annual requirement shall also be calculated at the end of each Fiscal Year. Any amounts on deposit in the Reserve Fund in excess of such requirement shall be transferred to the Revenue Fund.

In addition, beginning on or before the twenty-fifth (25th) day of the month following the delivery of the Bonds, and on or before the twenty-fifth (25th) day of each month thereafter, there shall be deposited in the Reserve Fund substantially equal month deposits in an amount which will result in the Required Reserve Fund Amount being on deposit in the Reserve Fund within not more than sixty (60) months from the date of the passage of this Resolution, and such monthly deposits shall take into account the amounts already on deposit in said Reserve Fund.

When the Required Reserve Fund Amount has been fully accumulated, said monthly payments to said Fund may be terminated; provided, however, should the money in the Reserve Fund be utilized so the Reserve Fund balance is less than the Required Reserve Fund Amount, after the same has been accumulated, monthly deposits shall be made in an amount not less than one-twelfth (1/12th) of the amount of the deficiency and shall continue to be made on or before the twenty-fifth (25th) day of each month until the Required Reserve Fund Amount has been fully restored.

Money in the Reserve Fund may be, at the option of the Authority, invested or reinvested from time to time in direct obligations of or obligations the principal and interest of which are guaranteed by the United States of America or invested in direct obligations of or participation certificates guaranteed by the Federal Intermediate Credit Banks, Federal Land Banks, Federal National Mortgage Association, Federal Home Loan Banks, Banks for Cooperatives, and in certificates of deposit of any bank which is a member of the Federal Deposit Insurance Corporation, and such certificates of deposit are fully insured and/or secured by a pledge of the securities of any of the kind hereinabove specified, such obligations or securities to mature in not more than ten years from the date of such investment or not later than the final maturity of the Bonds Similarly Secured Outstanding for which the Reserve Fund is established, whichever is shorter. Any obligations in which money is so invested shall be kept in escrow with the custodian of said Fund, and shall be promptly sold when notified by the Authority that moneys on deposit in the Bond Fund are insufficient to make a current interest and/or principal payment on Bonds Similarly Secured, and the proceeds of sale of such investments and/or moneys on deposit in the Reserve Fund in an amount sufficient to meet the deficiency in the Bond Fund shall be immediately transferred to the Bond Fund, without further notice or authorization. The Authority shall direct the investment of moneys on deposit in the Reserve Fund.

Investment income and profits realized from the investment of the Reserve Fund shall be retained therein as may be necessary to fully establish or restore the Required Reserve Fund Amount and thereafter shall be transferred to the Revenue Fund.

Investments in the Reserve Fund shall be valued at the lower of cost or market on June 1 of each year, by the chief financial officer of the Authority. In the event the amount contained in the Reserve Fund (as the result of such valuation) is less than the amount then required to be on deposit, additional deposits in an amount equal to not less than 1/12th of the deficiency shall be made monthly, beginning on the 25th day of October next following until the deficiency has been corrected. In the event the amount contained in the Reserve Fund (as a result of such valuation) is more than the Required Reserve Fund Amount, the amount of such excess may be transferred to the Revenue Fund and shall be so transferred if directed by the Authority.

SECTION 16: Deficiencies in Funds. If in any month the Authority shall, for any reason, fail to pay into the Bond Fund and Reserve Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into said Funds from the first available and un-allocated Pledged Revenue of the following month or months, and such payments shall be in addition to the amount hereinabove provided to be otherwise paid into said Funds during such month or months.

SECTION 17: Remainder of Revenues. Money remaining in the Revenue Fund, after making the payments required in items (1) through (4) of the last paragraph of Section 13, shall be transferred to any other fund created by this Resolution and used as a credit to the amount that would otherwise be required to be paid by the City under Section 3.01 of the Contract.

SECTION 18: Security of Funds and Their Transfer. All moneys on deposit in the special Funds for which this Resolution makes provision (except any portions thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys in such special Funds shall be used only for the purposes permitted by this Resolution.

While any of the Bonds are Outstanding, the Board of Directors shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Bond Fund and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal of the Bonds accrues or matures or comes due by reason of redemption prior to maturity, such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds.

SECTION 19: Issuance of Additional Parity Bonds. In addition to the right to issue bonds of inferior lien as authorized by the laws of this State, the Authority reserves the right hereafter to issue Additional Bonds. The Additional Bonds, when issued, shall be payable from and secured by a first lien on and pledge of the Pledged Revenue in the same manner and to the same extent as are the Bonds and the Previously Issued Bonds. Bonds Similarly Secured shall in all respects be of equal dignity. The Additional Bonds may be issued in one or more installments provided, however, that no Additional Bonds shall be issued unless and until the following conditions have been met:

(a) The Authority is not then in default as to any covenant, condition or obligation prescribed in a resolution authorizing the issuance of the Outstanding Bonds Similarly Secured or the Contract (including any amendment or supplement thereto).

(b) A consulting engineer certifies to the Authority the need for an estimated amount of additional financing required for completion, expansion, enlargement or improvement of the Project.

(c) The City of Sherman, Texas, shall have approved the resolution(s) authorizing the issuance of the Additional Bonds as to form and content and acknowledged that the payment of principal of and interest on such bonds is payable, in whole or in part, from payments to be made by the City of Sherman, Texas, under and pursuant to the Contract.

(d) The Additional Bonds are made to mature on October 1 or April 1 or both in each of the years in which they are scheduled to mature.

(e) The resolution authorizing the issuance of the Additional Bonds provides for deposits to be made to the Bond Fund in amounts sufficient to pay the principal of and interest on such Additional Bonds as the same become due.

(f) The resolution authorizing the issuance of the Additional Bonds provides that (i) the amount to be accumulated and maintained in the Reserve Fund shall be in an amount equal to not less than the average annual requirement (calculated on a Fiscal Year basis) of the Outstanding Bonds Similarly Secured, as of the date of the last series of Bonds Similarly Secured after giving effect to the issuance of the Additional Bonds) for the payment of principal of and interest on all obligations to be secured by a first lien on and pledge of the Pledged Revenue, and (ii) any additional amount to be maintained in the Reserve Fund shall be

accumulated within not more than 60 months from the date of the passage of the resolution authorizing the issuance of the proposed Additional Bonds.

(g) The Authority will demonstrate to the Executive Administrator of the Texas Water Development Board that the Pledged Revenues will be sufficient to pay the Previously Issued Bonds, the Bonds and the proposed Additional Bonds.

Bonds Similarly Secured may be refunded (pursuant to any law then available) upon such terms and conditions as the governing body of the Authority may deem to be in the best interest of the Authority, and if less than all such Outstanding Bonds Similarly Secured are refunded the proposed refunding bonds shall be considered as "Additional Bonds" under the provisions of this Section, but the certificate required in subdivision (b) shall not be required or be applicable to the issuance of such refunding bonds.

SECTION 20: Insurance. The Authority covenants that it will at all times keep insured such of its plants, structures, buildings, stations, machinery, equipment, apparatus, distribution pipelines and equipment, as are usually insured by corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by corporations operating like properties, and will also at all times maintain worker's compensation insurance and insurance against public liability and property damages to the extent permitted by law, in a reasonable amount with a responsible insurance company or companies; provided, however, that any time while any contractor engaged in construction work shall be fully responsible therefor, or the Authority has assumed such responsibility, the Authority shall not be required to carry such insurance.

SECTION 21: Records - Accounts - Accounting Reports. The Authority hereby covenants and agrees that so long as any of the Bonds Similarly Secured or any interest thereon remain Outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts on a Fiscal Year basis pertaining to the operation of the Project separate and apart from all other records and accounts of the Authority in accordance with accepted accounting practices, and complete and correct entries shall be made of all transactions relating to said Project. The Holder or Holders of any Bonds Similarly Secured, or any duly authorized agent or agents of such Holders, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the Project and all properties comprising same. The Authority further agrees that within one hundred twenty (120) days following the close of each Fiscal Year, or as soon thereafter as possible, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants or Licensed Public Accountants. Each such audit, in addition to whatever other matters may be thought proper by the Accountant shall particularly include the following:

- (a) A detailed statement of the receipts and disbursements from the Revenue Fund.
- (b) A balance sheet as of the end of such Fiscal Year.

(c) The Accountant's comments regarding the manner in which the Authority and the City have complied with the covenants and requirements of this Resolution and the Contract and his recommendations for any changes or improvements in the operation, records and accounts of the Authority.

(d) A list of the insurance policies in force (if obtained by the Authority) at the end of the Fiscal Year on the Project properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date.

(e) A list of the securities which have been on deposit as security for money in the Bond Fund and Reserve Fund throughout the Fiscal Year, a list of the securities, if any, in which money in the Bond Fund and Reserve Fund has been invested, and a statement of the manner in which money in the Revenue Fund has been secured in such Fiscal Year.

Expenses incurred in making the audits above referred to are to be regarded as Maintenance and Operating Expenses of the Project and paid as such. Copies of the aforesaid annual audit shall be immediately furnished to the Executive Director of the Municipal Advisory Council of Texas at his or her office in Austin, Texas, and, upon written request, to the initial Holder and any subsequent Holder of the Bonds Similarly Secured.

By its approval of this Resolution, the City of Sherman, Texas, agrees, in order to secure its obligations under the Contract, to maintain rates and charges for its utility system sufficient to pay all of its obligations secured by and made payable from the revenues derived from the operation of its utility system.

SECTION 22: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Authority covenants and agrees particularly that in the event the Authority (a) defaults in payments to be made to the Bond Fund or Reserve Fund as required by this Resolution, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Resolution any Holder shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board of Directors and other officers of the Authority to observe and perform any covenant, condition or obligation prescribed in this Resolution.

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

SECTION 23: Special Covenants. The Authority hereby further covenants as follows:

(a) It has the lawful power to pledge the revenues supporting this issue of Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas; that the Bonds, Previously Issued Bonds, and the Additional Bonds, when issued, shall be ratably secured under said pledge of the Pledged Revenue in such manner that one bond shall have no preference over any other bond of said issues.

(b) Other than for the Bonds and the Previously Issued Bonds, the Pledged Revenue has in no manner been committed or pledged to the payment of any debt or obligation of the Authority.

(c) So long as any of the Bonds or any interest thereon remain Outstanding, the Authority will not sell or encumber the Project or any substantial part thereof; provided, however, this covenant shall not be construed to prohibit the sale of such machinery, or other properties

or equipment which has become obsolete or otherwise unsuited to the efficient operation of the Project, and, also, with the exception of the Additional Bonds expressly permitted by this Resolution to be issued, it will not encumber the Pledged Revenue unless such encumbrance is made junior and subordinate to all of the provisions of this Resolution.

(d) The Authority will maintain rates and charges to the City sufficient to meet the debt service requirements on the Outstanding obligations of the Authority that are supported by such revenues.

None of the special covenants herein appearing shall be construed in any manner which would deprive the Authority of its right to pledge any revenues produced by modification of the Contract and specifically designated to meet obligations incurred in providing the Authority with enlarged or additional facilities; further, that none of said covenants shall be construed in any manner which would deprive the Authority of its right to pledge that part of any revenue or income derived by it from other future contracts with other cities, towns or villages or the Authority or others and required to satisfy conditions for payment of other bonds or obligations issued by the Authority and such right is especially reserved.

SECTION 24: Bonds are Special Obligations. The Bonds are special obligations of the Authority payable from the Pledged Revenue and the Holders thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

SECTION 25: Bonds are Negotiable Instruments. Each of the Bonds herein authorized shall be deemed and construed to be a "Security" and as such a negotiable instrument, within the meaning of Texas Business & Commerce Code, Chapter 8, as amended.

SECTION 26: Resolution a Contract - Amendments. This Resolution shall constitute a contract with the Holders from time to time, be binding on the Authority, and shall not be amended or repealed by the Authority so long as any Bond remains Outstanding except as permitted in this Section and in Section 39 hereof. The Authority, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Resolution in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Authority may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds Similarly Secured then outstanding, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the consent of all Holders of the Bonds then outstanding, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 27: Satisfaction of Obligation of Authority. If the Authority shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Resolution, then the pledge of the Pledged Revenue under this Resolution and all other obligations of the Authority to the Holders shall thereupon cease, terminate, and become void and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The Authority covenants that no deposit of moneys or Government Obligations will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

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

SECTION 28: Notices to Holders-Waiver. Wherever this Resolution provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

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

SECTION 29: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Authority, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Authority may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Authority may

have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Authority.

SECTION 30: Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the Authority and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Authority and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 31: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

"Yield" of (i) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (ii) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

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

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

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

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

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Authority shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to

a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

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

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

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

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

(i) The Authority shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the Authority may commingle Gross Proceeds of the Bonds with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

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

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Authority shall pay to the United States out of the general fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Bond Fund the amount

that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

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

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

(j) Elections. The Authority hereby directs and authorizes the President, Vice President, Secretary and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 32: Sale of Bonds – Official Statement. The Bonds authorized by this Resolution may be sold by the Authority to the purchaser(s) (herein referred to as the "Purchasers") by (i) negotiated sale, in accordance with a bond purchase agreement (the "Purchase Contract"), (ii) by private placement, in accordance with an agreement to purchase or other agreement, or (iii) by competitive bidding, in accordance with the successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the Authority and as the act and deed of this Board.

The President and Secretary of the Board of Directors of the Authority are further authorized and directed to execute and deliver for and on behalf of the Authority copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer shall be deemed to

be approved by the Board of Directors of the Authority and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 33: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and accrued interest received from the Purchasers of the Bonds) shall be deposited to the credit of an account maintained on the books and records of the District and, if not immediately invested, in a fund kept at a depository bank of the Authority. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, including guaranteed investment contracts permitted in Texas Government Code, Section 2256.015, et seq, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Bond Fund as shall be determined by the Board of Directors; all in accordance with written instructions from the Authority or its financial advisor. Any accrued interest received from the Purchasers and as well as all surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Bond Fund.

SECTION 34: Control and Custody of Bonds. The President of the Board of Directors of the Authority shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bonds pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchaser.

SECTION 35: Legal Opinion. The Purchaser's obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds by the initial purchasers. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with the Depository Trust Company.

SECTION 36: CUSIP Numbers. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Authority nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

SECTION 37: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 38: Further Procedures. Any one or more of the President, Vice President, Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Authority all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, Vice President, Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager

of the Authority, and Bond Counsel are each hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the documents authorized and approved by this Resolution: (i) in order to cure any technical ambiguity, formal defect, or omission in the Resolution or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Resolution, which determination shall be final. In the event that any officer of the Authority whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Continuing Disclosure Undertaking.

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

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The Authority shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in the year stated in the Pricing Certificate, financial information and operating data with respect to the Authority of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part such financial information and operating data, audited financial statements of the Authority, when and if available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the Authority may be required to employ from time to time pursuant to state law or regulation, and audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, the Authority will provide unaudited financial information of the type included in the Official Statement by the required time and audited financial statements when and if such audited financial statements become available.

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

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

(c) Material Event Notices. The Authority shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

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

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

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

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

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

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the 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 undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the Authority or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY 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 AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

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

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

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Authority from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority, but 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 any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the Authority (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. The provisions of this Section may also be amended from time to time or repealed by the Authority if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Authority's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the Authority so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 40: Benefits of Resolution. Nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person other than the Authority, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar, and the Holders.

SECTION 41: Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters contained herein.

SECTION 42: Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 43: Incorporation of Findings and Determinations. The findings and determinations of the Board of the Authority contained in the preambles hereof are hereby incorporated by reference and made a part of this Resolution for all purposes as if the same were restated in full in this Section.

SECTION 44: Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 45: Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 46: Contract. The Contract is amended to include the Series 2017 Project and a description of the Series 2017 Project shall be attached to the contract as Exhibit D. In all other respects the Contract is reapproved and shall be and remain in full force as the agreement of the parties.

SECTION 47: Public Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 48: Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this April 17, 2017.

GREATER TEXOMA UTILITY AUTHORITY



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(Seal)

EXHIBIT A

Form of Paying Agent/Registrar Agreement

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of _____, 2017 (this "Agreement"), by and between the Greater Texoma Utility Authority (the "Issuer"), and _____, a banking association duly organized and existing under the laws of the United States of America, (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the execution and delivery of its "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017A (City of Sherman Project)" (the "Securities"), dated _____, 2017 such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on or about _____, 2017; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the Holders thereof; all in accordance with this Agreement and the "Bond Resolution" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities, and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Bond Resolution."

The Bank hereby accepts its appointment and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any

of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security that has become accelerated pursuant to the terms of the Security.

"Bank Office" means the principal offices of the Bank located at the address appearing on the execution page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Bond Resolution" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, certified by the Secretary or any other officer of the Issuer and delivered to the Bank.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Resolution).

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Bond Resolution.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Bond Resolution the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank", "Issuer", and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date. All payments of principal and/or interest on the Securities to the Holders shall be accomplished (i) by the issuance of checks, payable to the Holders, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Security Register or (ii) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities at the dates specified in the Bond Resolution.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register. A copy of the Security Register shall be located in Texas.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be canceled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Certificates. The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that which is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those that the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Canceled Certificates. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost, or Stolen Securities. The Issuer hereby instructs the Bank, subject to the applicable provisions of the Bond Resolution, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over-issuance.

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

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after the receipt of a written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of any mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance upon Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any

Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer that appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereupon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations that qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such paying agent account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for four (4) years after final maturity of the Security has become due and payable will be paid by the Bank to the Issuer, and the Holder of such Security

shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DT Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establish requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the execution page hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08 Entire Agreement. This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar, and if any conflict exists between this Agreement and the Bond Resolution, the Bond Resolution shall govern.

Section 6.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/ Registrar has been appointed by the Issuer and such appointment accepted and (b) notice given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time that would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[remainder of page left blank intentionally]

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

GREATER TEXOMA UTILITY AUTHORITY

By: _____
Pricing Officer

Address:
5100 Airport Drive
Denison, Texas 75020

By: _____

Title: _____

Address:

EXHIBIT B

Contract For Water Supply and Sewer Service

CONTRACT FOR WATER SUPPLY AND SEWER SERVICE

THE STATE OF TEXAS

THE COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into as of March 1, 1985, between the GREATER TEXOMA UTILITY AUTHORITY (hereinafter referred to as the "Authority"), a conservation and reclamation Authority, a governmental agency, a political subdivision of the State of Texas, and a body politic corporate, duly created, existing and acting by virtue of Chapter 97, Acts of the 66th Legislature of Texas, Regular Session, 1979, as amended, (the "Act") and the CITY OF SHERMAN, TEXAS, a municipal corporation in the County of Grayson, Texas (hereinafter referred to as the "City") duly created and existing under the laws of the State of Texas:

W I T N E S S E T H:

WHEREAS, the Authority, acting pursuant to the Act, proposes to issue its bonds for the purpose of providing (i) certain sanitary sewer collection and treatment facilities for use by the City, and (ii) an additional supply of water to the City and certain water supply facilities in order to store and transport such water to the City; and

WHEREAS, certain revenues to be received by the Authority from the City under this Agreement are to be pledged to the payment and security of the bonds to be issued by the Authority and will constitute the basis for the Authority's credit in financing such facilities; and

WHEREAS, the Authority and the City, acting through their duly constituted governing bodies, have mutually agreed upon the terms and conditions of this Agreement; now, therefore,

IN CONSIDERATION of the mutual covenants, agreements and undertakings herein set forth, the parties hereto hereby agree and contract as follows:

Definitions

SECTION 1.01: Unless the context shall indicate a contrary meaning of intent, the terms below defined, for all purposes of this contract and any contract amendatory or supplemental to this contract, shall be construed or used and are intended to have meanings as follows:

- (a) "Authority" shall mean the Greater Texoma Utility Authority, or its successor.
- (b) "Board" and "Board of Directors" shall mean the Board of Directors of the Authority.
- (c) "Bond Resolution" shall mean any resolution of the Board of Directors authorizing the issuance of the Bonds and providing for their security and payment, as such resolution(s) may be amended from time to time as therein permitted, where the proceeds from the sale of the Bonds will be used to discharge the cost of the Project.
- (d) "Bonds" shall mean any Bonds to be issued by the Authority for the purpose of providing funds to pay the necessary costs of the Project, whether in one or more series or issues, or any bonds issued to refund same.
- (e) "City" shall mean the City of Sherman, Texas.
- (f) "Cost of the Project" shall mean, with respect to the Water Project or the Sewer Project, all cost and expense incurred in connection with the acquisition, construction, improvements, enlargement, extension and repair of the Project, including, without limiting the generality of the foregoing, the cost of the acquisition of all land, rights-of-way, property rights, easements, and interests, the cost of all machinery and equipment, financing charges, interest and administrative expenses expected to accrue during the period of construction, the funding of any reserve funds created by the Bond Resolution(s), cost of estimates and of engineering and legal services, plans, specifications, surveys, estimates of cost and of revenue, other expenses necessary or incident to determining the feasibility and practicability of acquiring, constructing, improving, enlarging, extending, or repairing the Project, and such other expenses as may be necessary or incident to the acquisition, construction, improvement, enlargement, extension or repair of the Project and all legal fees, printing and other cost, fees and expenses necessary for or incident to the issuance of the Bonds.
- (g) "Engineer" shall mean a registered, professional engineer (who may be the City Engineer or the Authority's Engineer). The City and Authority agree that the Engineer may be a

different firm on different aspects of the Project; that the Engineers (and the scope of their work) are set forth in Exhibit A; and that the Project will be acquired, constructed, improved, enlarged, extended and repaired in accordance with the plans and specifications prepared under the supervision of the Engineers. It is further agreed that an Engineer may be changed or added and the scope of duties adjusted by the Authority, subject to the consent of the City.

- (h) "Fiscal Year" shall mean the twelve month operating period (under this Agreement) commencing October 1st of each year, provided such twelve month period may be changed one time in any three calendar year period by agreement of the Authority and the City (which agreement, if made, shall be attached hereto as an exhibit).
- (i) "Maintenance and Operation Expenses of the Project" shall mean the expense of maintenance and operation of the Project including all salaries, labor, materials, interest, repairs, and replacements necessary to render efficient service, or which might be necessary to meet some physical accident or condition which would otherwise impair the security of the Bonds. Such term shall not include depreciation.
- (j) "Operator" shall mean the party to this contract who is designated (in Exhibit B) as the party responsible for the act to be performed.
- (k) "Project" shall mean, collectively, the Water Project and the Sewer Project.
- (l) "Sewer Project" shall mean the sanitary sewer facilities which are to be (i) constructed or acquired in order to meet the contractual obligations hereunder, and (ii) financed by the Authority through the issuance of bonds or other obligations, to the extent the same are payable from the money paid or required to be paid by the City under this Agreement, or obtained as grant funds, from any source, for the purpose of paying all or part of the cost of the Project described in Exhibit C (as now or hereafter amended).

- (m) "Water Project" shall mean the water supply, storage and transmission facilities which are to be (i) constructed or acquired in order to meet the contractual obligations hereunder and (ii) financed by the Authority through the issuance of bonds or other obligations, to the extent the same are payable from the money paid or required to be paid by the City under this Agreement or obtained as grant funds, from any source; for the purpose of paying all or part of the Cost of the Project described in Exhibit "D" (as now or hereafter amended).

ARTICLE II

Representations and Agreements

SECTION 2.01: The City's Representations and Agreements. In connection with its undertakings hereunder, the City represents to the Authority and agrees with the Authority as follows:

- (a) In its capacity as a duly incorporated City of Texas, it is empowered under applicable laws of Texas, particularly under the Interlocal Cooperation Act, to enter into the engagements prescribed for it under this agreement and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this contract.
- (b) It will timely pay to the Authority the full amount it is required to pay under the provisions of this contract for the services supplied by the Project.
- (c) That it will plan, construct, maintain, operate and finance its own utility system and set retail rates to individual customers for water and sanitary sewer service adequate to pay all City obligations secured by and made payable from the revenues derived from the operation of the City's combined Water and Sanitary Sewer System.
- (d) That it will cooperate with the Authority in the performance of the duties and responsibilities assigned to the Authority by this contract.

SECTION 2.02: Representations and Agreements of Authority.
In connection with its undertakings hereunder, the Authority represents to the City and agrees with the City as follows:

- (a) In its capacity as a conservation and reclamation Authority created by the Act, pursuant to Article XIV, Section 59 of the Texas Constitution, it is empowered under applicable laws of the State of Texas, particularly under the Interlocal Cooperation Act and the Texas Water Code, to enter into the engagements prescribed for it under this agreement and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this contract.
- (b) That it will finance all costs of the Project not provided by the City and any grant secured for the construction of the Project.

SECTION 2.03: Construction. The Operator agrees to assume responsibility for the construction of the Project and the Authority will enter into such contracts as are necessary to provide the Project. To this end, the Authority and the City agree that:

- (a) Unless otherwise agreed by the parties, the Operator shall be responsible for the preparation of final plans and specifications for the Project.
- (b) Final plans and specifications for the Project shall be subject to the approval of the Authority and the City.
- (c) All construction contracts shall be let and awarded pursuant to the laws applicable to the Authority.
- (d) The Authority shall let and award all construction contracts, subject to the approval of each contract by the City.
- (e) The Authority shall deposit from the proceeds from the sale of its Bonds in a special Construction Fund to be created and established by the Bond Resolution(s), an amount of money which shall be specified in said Bond Resolution(s). The Authority shall draw on and use said Construction Fund to pay the cost of acquiring, constructing, improving, extending, enlarging and repairing the Project.

- (2) Unless otherwise agreed by the parties, the Operator shall be responsible for the acquisition of all land, rights-of-way, property rights, easements and interest required to provide the Project, subject to the approval of the City and the Authority.

ARTICLE VII

Fiscal Matters

SECTION 3.01: Payment for Service. The Authority will provide from the proceeds received through the issuance and sale of its Bonds such funds as are necessary, when coupled with any funds or property provided by the City and any grant received for the purpose of providing all or part of the Project. It is agreed that the City and its customers shall have the exclusive use of the entire Project for the useful life of the Project. In consideration for the Authority's obligation hereunder, the City recognizes and agrees that the Authority will acquire an undivided interest in the Project equivalent to the percentage of the total cost of the Project provided by the Authority through the issuance and sale of its Bonds. It is further agreed that the City's obligations to make any and all payments specified in this Article will terminate when all of the Authority's Bonds issued in connection with the Project have been paid in full and retired and are no longer outstanding. It is further understood and agreed that the Authority's only source of funds to pay the principal of and interest on its Bonds is from the payments to be made by the City to the Authority under this contract, and the City agrees that it will make to the Authority the following payments:

- (a) Monthly amortization payment -- Such amounts, payable monthly on or before the 25th day of each month, in approximately equal installments, as are necessary to pay (i) the principal coming due on the Authority's Bonds on the next succeeding principal payment date; (ii) the interest coming due on the Authority's Bonds on the next succeeding interest payment date; and, (iii) the fees and charges of the Paying Agent(s) for paying or redeeming the Bonds and interest thereon coming due on each applicable date.
- (b) Reserve Fund Payment -- Such amount as is required to be paid into the Reserve Fund from the Revenue Fund (out of payments to be made by the City) under the Bond Resolution in order to establish, maintain or replenish the Reserve for the security and payment of Bonds similarly secured.

- (c) Administrative Payment -- An amount sufficient to pay the administrative and overhead expenses of the Authority, directly attributable and chargeable to the Bonds and the Project, including the cost of routine annual accounting reports.
- (d) Extraordinary Expense Payment -- Such amounts, as are necessary to pay or reimburse the Authority for any extraordinary or unexpected expenses or costs reasonably and necessarily incurred by the Authority in connection with the Bonds and the Project, such as expenses of litigation, if any, and costs of special studies and special professional services, if and when required by any governmental directive or regulation or as may be agreed between City and Authority.
- (e) The cost of Maintenance and Operation of the Project (for which provision is made in Section 3.03) if the Authority is the Operator under that Section.

SECTION 3.02: Time for Making of Payments. The City agrees to make the payments required by Section 3.01 at the times hereafter specified:

- (a) Monthly Amortization Payments -- the City shall commence making monthly amortization payments at such time as any amount required by the Bond Resolution(s) to be deposited into an escrow account for the payment of interest on the Bonds during the Project construction period has been fully exhausted, provided that such payments shall commence in no event later than the earlier of (i) twelve months prior to the first principal payment date specified in the Bond Resolution(s), or (ii) six months prior to the first interest payment date for which monies are not set aside for the payment of the interest coming due on such date from the proceeds of the Bonds. Monthly amortization payments shall continue to be made throughout the term of the contract and shall be adjusted by the City so as to provide for the accumulation of the full amount of debt service requirements (principal, interest and paying agent fees due on any given payment date) on or before the first day of the month such debt service requirements become due.

- (b) Reserve Fund Payment -- the City shall commence making these payments on the 25th day of a month, as may be provided in the Bond Resolution, after the delivery of the initial series of Bonds to provide the Project, and upon the issuance of additional Bonds, shall increase the payments in accordance with the Resolution authorizing such Bonds.
- (c) Administrative Payment -- the City shall commence making the administrative payment on the 10th day following the effective date of this Contract, and thereafter such payment shall be made on the 25th day of each month thereafter throughout the term of this contract.
- (d) Extraordinary Expense Payment -- the City shall make any extraordinary expense payment immediately upon receipt of the statement therefor.
- (e) Maintenance and Operating Expenses: (i) if the City is designated as the Operator under Section 3.03, such expenses shall be paid by the City as the same become due; or (ii) if the Authority is designated as the Operator under Section 3.03, the City shall pay (up to the amount annually budgeted for such expenses) the amount which the Authority determines shall be required in such months, such payments to be made on or before the 25th day of each month after the Project becomes operational. The annual budget shall be prepared by the Authority at least thirty (30) days prior to the date the Project is to become operational, or, thereafter prior to the beginning of each fiscal year; the budget shall then be submitted to the City which may indicate exceptions or suggestions, which shall then be considered by the Board. If an annual budget is found to be insufficient or excessive, the parties agree the same shall be taken into consideration by an amendment, as well as the budget for the following year, with the view that additional payments shall be made or credit shall be given so that expenditures match receipts over the fiscal year or an adjustment is made in the following month.

SECTION 3.03: Maintenance and Operation of the Project.
Unless otherwise agreed by the parties, it is agreed that the Operator will be responsible for maintaining and operating the Project for the entire term of this Contract, and shall

pay all costs and expenses incurred in regard to the maintenance and operation of the Project. The Operator hereby agrees and covenants to operate and maintain the Project in accordance with accepted good business and engineering practices and in accordance with all applicable federal and state laws, including any rules and regulations issued by appropriate agencies in the administration of said laws. If the City is the Operator under this Section, the City agrees to indemnify and to save and hold harmless the Authority from any and all claims, damages, losses, costs and expenses, including reasonable attorney fees, arising at any time from the acquisition, existence, ownership, operation and maintenance of the Project.

SECTION 3.04: Insurance. The Operator specifically agrees to carry fire, casualty, public liability, or other insurance on the Project for purposes and in amount which would ordinarily be carried by a municipal corporation owning and operating such facilities. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment so as to minimize the interruption of services of such facilities. All premiums for such insurance shall constitute a maintenance and operation expense of the Project.

SECTION 3.05: Covenant of Timely Payment. The City covenants that it will timely make (i) the monthly amortization payments and (ii) the additional payments specified hereunder in accordance with the provisions of this contract as the same shall become due and payable, irrespective of whether service of the Project has been abandoned or discontinued, or if the Project has been rendered wholly or partially unuseful by reason for "force majeure". The City recognizes the fact that the Authority will use the payment received from the City hereunder to pay, secure and finance the issuance of the Bonds, and the holders of the Bonds shall be entitled to rely on the foregoing covenant of payment regardless of any other agreement that may exist between the Authority and the City.

SECTION 3.06: Late Payment Penalty. Should the City fail to make any payment at the times herein specified, interest on such amounts shall accrue at the rate of ten per centum (10%) per annum from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within sixty (60) days from the date such payment becomes due, the Authority may institute a proceeding for a mandatory injunction requiring the payment of the amount due and interest thereon, such action to be instituted in a court of competent jurisdiction.

SECTION 3.07: Priority of Charges - City to Fix Adequate Rates.

- (a) The City represents and covenants that all payments to be made by it hereunder shall constitute "operating expenses" of the City's combined Water and Sanitary Sewer System.
- (b) The City further agrees to fix and collect such rates and charges for Water and sanitary sewer services to its customers as will make possible the prompt payment of all expenses of operating and maintaining its combined Water and Sewer System, including all payments, obligations and indemnities contracted hereunder.

SECTION 3.08: Nature of Obligation of City. The payments required to be made by the City under the terms of this Contract shall be due and payable in any and all events regardless of whether there shall be, for any reason, a delay in the completion of all or any part of the Project and regardless of whether the Project shall have been wholly or partially destroyed or damaged. The agreements of the City shall be and are separate and independent covenants and the City shall have no rights of setoff, recoupment, or counterclaim. The Authority shall never have the right to demand payment of any amounts due hereunder by the City out of funds raised or to be raised by taxation. Any obligations assumed or imposed on either party hereto shall never be construed to be a debt of such party of a kind that would require it to levy and collect taxes to discharge any such obligation, it being expressly understood by the parties hereto that the funds required for all payments due from the City pursuant to this Contract are to be collected from the sources referenced herein, and by no other.

ARTICLE IV

Miscellaneous Provisions

SECTION 4.01: Contract Term. The obligation of the City to promptly make all prescribed payments shall commence with the delivery of the first series of Bonds issued to fund the cost of the Project and continue for the period during which the Bonds are outstanding and unpaid.

SECTION 4.02: Useful Life of Project. The City and Authority agree and mutually find that the anticipated useful life of the Project equals or exceeds the period specified in the Bond Resolution(s) for the maturity of all Bonds authorized to be issued.

SECTION 4.03: Abandonment of Use of Project. It is specifically recognized by the parties hereto that the City, during the term of this contract, may acquire other sewer facilities so as to make the continued operation of the Project uneconomical so it will be to the best interest of the parties to discontinue the operation of the Project.

Should the City choose to discontinue the operation of all or part of the Project, the City shall have the exclusive right to the salvage of all of the properties and improvements constituting the Project so discontinued. Any cost of salvage will be a maintenance and operating expense of the City, and any money realized from such salvage will serve as a reduction of such expense. The City shall retain the use of the land where the Project is situated and all remaining improvements thereon for its corporate purposes.

The abandonment of the use of the Project shall have no effect upon the obligations of the City to the Authority provided for by this contract and all payments provided for by this contract shall remain obligations of the City of the same nature as provided for by this contract.

SECTION 4.04: Modification of Provisions. This contract may be changed and modified only with the consent of the governing bodies of all parties signatory. Such modification may be requested by either party, in which event a joint meeting of the governing bodies or of their duly authorized and appointed representatives shall be held not less than thirty (30) days after the giving of such notice. At such joint meeting, the suggested changes or modifications shall be considered, discussed and settled. No such change or modification may be made which will affect adversely the payment when due of all monies required to be paid by the City under the terms of this contract and no such change will be effective which affects adversely or causes a violation of any covenants contained in the Bond Resolution(s).

If for any reason the City may desire the construction of additional facilities over and above those now contemplated, and provided that same are within the legal and economic capabilities of the Authority, provision therefor shall be made by means of a supplement hereto, the terms of which are to be negotiated between the City and the Authority.

SECTION 4.05: Regulatory Provisions. This contract shall be subject to all valid rules, regulations and laws applicable thereto, as promulgated by the United States of America, the State of Texas, or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

SECTION 4.06: Taxes. In the event any sales or use taxes, or taxes of any nature, are hereafter imposed upon the Project or the Authority on account of the acquisition, existence, ownership, operation and maintenance of the Project, the amount of such taxes shall be treated as operating expenses of the Project.

SECTION 4.07: Title to Water and Sewage. Title to all water and sewage put into the Project under this agreement shall be in the city.

SECTION 4.08: Notices. Any notice, request, demand, statement or bill provided for in this agreement shall be in writing and shall be considered to have been duly delivered when sent by registered mail, addressed as follows:

To the Authority: 5100 Airport Drive
Denison, Texas 75020
Attention: President, Board of Directors

To the City: City Hall
P. O. Box 1106
Sherman, Texas 75090
Attention: Mayor, City of Sherman

as the case may be, except that routine communications may be sent by ordinary mail and except that either party, by the filing of an appropriate written notice to the other, may specify some other individual to whom communications thereafter are to be addressed.

SECTION 4.09: Covenant to Enforce Contractual Obligations. The Authority covenants that it will enforce the obligations of the City hereunder as may be required to accomplish the purpose of this contract. Either party may enforce any obligations hereunder owed to it by the other party.

SECTION 4.10: Consequences of City Default. The Authority and the City agree that in the event of default or threatened default, in the payment of principal or interest on the Bonds, any court of competent jurisdiction upon petition of the holders of twenty-five percent (25%) of the principal amount of the then outstanding Bonds of the Authority shall appoint a receiver with authority to collect and receive all resources pledged to the payment of the Bonds, enforce all rights arising from default, if any, by the City in making payment under this contract, and take charge of the pledged funds on hand and manage the proprietary affairs of the Authority insofar as such affairs relate to the

Project. The court may further vest the receiver with such powers and duties, as the court may find necessary for the protection of the holders of the Bonds.

SECTION 4.11: Further Agreements of the Parties. The parties hereto specifically recognize that the City has heretofore issued, sold and delivered revenue bonds that are payable from and secured by a lien on and pledge of the net revenue of its combined Water and Sanitary Sewer System; that the bonds so issued and delivered (which remain outstanding) are fully described in Exhibit E.

The City represents to the Authority:

- (a) There is no provision in the ordinances authorizing the issuance of such revenue bonds which prohibits the City from entering into and executing this contract.
- (b) The execution of this contract and the operation thereunder will not in any way impair the obligation of contract by and between the City and the owners of its outstanding bonds payable from revenues of its Water and Sanitary Sewer System since the Project is in furtherance of governmental policy, not inconsistent with the existing contractual obligations of the City.

SECTION 4.12: Control of Project by Operator. The parties hereto recognize and it is specifically agreed that, after completion of the Project and during the term of this contract, the Operator shall have the exclusive right to the use and utilization of the Project, for the benefit of the City; that the Operator without hindrance from the Authority or the City, or the employees or other agents of either of them, may operate, maintain, repair, enlarge, improve, extend, provide for additions to or otherwise control, manage and keep up the said Project.

Except as specified in this Article, the abandonment of the use of all or part of such Project has no effect upon the obligations of the parties.

SECTION 4.13: Force Majeure.

- (a) If for any reason of "force majeure" either of the parties hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligation of City to make the payments required under the terms of Section 3.01 hereof, then if such party shall

give notice and full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event, or cause, relied on, the obligation of the party giving such notice, so far as it is affected by such "force majeure" shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such parties shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of a public enemy, orders or actions of any kind of the Government of the United States of America or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakages or accident to dams, machinery, partial or entire failure of water supply and inability on the part of the Authority to deliver water hereunder or to provide sewage treatment or of the City to receive water or to deliver sewage treatment, on account of any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch, shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No failure of Authority to meet any obligation by reason for force majeure shall relieve the City from its obligations to make the payments required under the terms of Section 3.01 hereof.

(b) No damage shall be recoverable from Authority by reason of the suspension of the operation of the Project due to any of the causes above mentioned. If Operator's ability to operate the Project is affected by any of such causes, the Operator shall promptly notify the other party in writing giving the particulars as soon as practicable after the occurrence of the cause or causes for such interruption.

(c) It is expressly recognized by City that the Operator may be compelled to make necessary alterations, repairs or extensions of new or additional facilities from time to time during the life of this Agreement and any suspensions of the operation of the Project due to such operation shall not be cause for claim of damage on part of the Operator provided all reasonable effort is used by the Operator to provide City with the service afforded by the Project in accordance with this Agreement. In such case, the Operator shall give

the other party as much advance notice as may be practicable of the suspension of operation and of the estimated duration thereof.

SECTION 4.14: Easements. City agrees that Authority may have such easements over any easements, right of way or property held by city so that the facilities herein anticipated and the placement thereof and of all required equipment may be appropriately provided.

SECTION 4.15: Bond Approval by the City.

- (a) Prior to the issuance and delivery of any bonds which are: (i) payable as to principal, interest or redemption premium out of the debt service payments, or (ii) to provide facilities or service or any item which is to be maintained by the Authority utilizing any part of the base monthly payments, the City shall approve the issuance thereof as provided in this Section.
- (b) If the bonds are to be sold at a public sale, the governing body of the City shall, by resolution, approve (i) the "Notice of Sale" issued or proposed to be issued by the Authority prior to their delivery; and, (ii) the facilities to be constructed or acquired; if the bonds are refunding bonds, the governing body of the City shall, by resolution, approve either (i) the form of purchase contract or (ii) the resolution authorizing the issuance of the refunding bonds.
- (c) If the bonds are to be exchanged for property or services, the governing body of the City shall, by resolution, approve (i) the resolution adopted by the governing body of the Authority which authorizes the issuance of such bonds; and, (ii) the facilities to be constructed or acquired, or the services to be provided.

SECTION 4.16: Effective Date of this Contract. (a) The parties hereto, and the Texas Water Development Board, by virtue of its approval evidenced by the signature of the Development Fund Manager appearing hereon, recognize this Contract is an amendment to and replacement of a "Water Supply Contract" dated June 1, 1980, and a "Sewer Service Contract" dated as of October 1, 1981, (the "prior contracts"). Upon the effective date of this Contract, the prior contracts and their effect shall cease to be of effect.

(b) This Contract shall be effective and be in full force and effect at such time as:

- (1) The Board of Directors of the Authority has adopted a resolution authorizing the issuance of bonds, to refund the outstanding bonds of the Authority described as:

- (i) "Greater Texoma Municipal Utility District Revenue Bonds, Series 1981 - City of Sherman Water Supply";
- (ii) "Greater Texoma Municipal Utility District Revenue Bonds, Series 1982-A - City of Sherman Sewer Service"; and
- (iii) "Greater Texoma Utility Authority Revenue Bonds, Series 1983 - City of Sherman Sewer Service"

and the Attorney General of Texas has approved such refundings bonds; and

- (2) The Development Fund Manager of the Texas Water Development Board has consented to the execution of this Contract, as evidenced by his signature appearing hereon.

SECTION 4.17: Severability. The parties hereto agree that if any of the provisions of this Agreement contravene or be held invalid under the laws of the State, same shall not invalidate the whole Agreement but it shall be construed as through not containing that particular provision and the rights and obligations of the parties shall be construed and in force accordingly.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

GREATER TEXOMA UTILITY AUTHORITY

By: Robert B. Smith
President, Board of
Directors

ATTEST:

Maureen M. Smith
Secretary, Board of Directors
(Authority Seal)

CITY OF SHERMAN, TEXAS.

BY: [Signature]
Mayor, City of Sherman

ATTEST:

[Signature]
City Clerk, City of Sherman

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney, City of Sherman

(City Seal)

The Development Fund Manager of the Texas Water Development Board has consented to the execution of this Contract as authorized by the Texas Water Development Board on July 21, 1983.

[Signature]
Development Fund Manager

EXHIBIT A – SUPPLEMENTAL PROJECT

City of Sherman Wastewater Project

Engineer:

J. Terry Millikan
Freeman-Millikan, Inc.
9500 Forest Lane, Suite 201
Dallas, TX 75243

(214) 503-0555
(214) 503-1148 (fax)

EXHIBIT A

SUPPLEMENTAL PROJECT (2009)

ENGINEER

U.S. 75 North Sewer Project

Freeman-Millican, Inc.
12225 Greenville Ave., Suite 121
Dallas, TX 75253

EXHIBIT B – SUPPLEMENTAL PROJECT (2009)

City of Sherman

EXHIBIT C – SUPPLEMENTAL PROJECT

Wastewater Project Description

Construction of the North Central relief Sanitary, Sewer and purchase and installation of ultraviolet equipment for the Sherman wastewater treatment plant.

EXHIBIT C-1 -- SUPPLEMENTAL PROJECT

Project Description

The sewer system improvements project for the City of Sherman involves improvements to the biological capacity of the wastewater treatment plant, adding a third aeration basin; and construction of Relief Sewer C in the south central portion of the City of Sherman.

EXHIBIT C-2 - SUPPLEMENTAL PROJECT

Project Description

The construction, acquisition and improvement of wastewater system facilities and necessary appurtenances for use by the City of Sherman, to wit: construction of the North Central Relief Sanitary Sewer and purchase and installation of ultraviolet equipment for the Sherman wastewater treatment plant.

EXHIBIT C-3 – SUPPLEMENTAL PROJECT

Project Description (2008)

Wastewater Treatment Plant Digester Rehabilitation consisting of replacement of compressors, piping, burners, ancillary equipment, and other appurtenances as necessary in sludge digesters; Major Sewer Rehabilitation - Relief Sewer K-4 Phase 1, consisting of construction of relief sewer between McGee Street and Lamberth Road; and Major Sewer Rehabilitation, consisting of sewer mains along US Highway 75 corridor to FM 691, including lift stations and other appurtenances as necessary.

EXHIBIT C-4-SUPPLEMENTAL PROJECT

PROJECT DESCRIPTION (2009)

Major sewer rehabilitation, consisting of sewer mains along US Highway 75 North of the City of Sherman, including lift stations and other appurtenances as necessary.

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EXHIBIT C-5 - SUPPLEMENTAL PROJECT

PROJECT DESCRIPTION (2009-A)

Wastewater Treatment Plant Improvements:

The improvements to the wastewater treatment plant include two digester roof projects, a primary clarifier rehabilitation and a fine screen installment, and other appurtenances as necessary.

Relief Sewers:

Relief Sewer C-1 will replace an existing sewer main that is deteriorated and has infiltration problems. Relief Sewer K-4 replaces a deteriorated sewer line that is also experiencing infiltration problems, and other appurtenances as necessary.

EXHIBIT C-6 – SUPPLEMENTAL PROJECT (2012)

Project Description

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.

EXHIBIT C-7 – SUPPLEMENTAL PROJECT (2013)

Project Description

Wastewater Treatment Plant Improvements

Improvements to the wastewater treatment plant, including biosolids engineering, design and construction.

Sewers

Construction of Blalock Industrial sewer replacement, all other appurtenances as necessary, and construction of SH289 Sewer Line A and other appurtenances as necessary.

EXHIBIT C-8 – SUPPLEMENTAL PROJECT (2013-A)

WASTEWATER PROJECT DESCRIPTION

Wastewater Treatment Plant Improvements

Relief Headworks Engineering and Construction

Sewers

Construction of South Sherman Relief Sewer and other appurtenances as necessary.

EXHIBIT C-9 – SUPPLEMENTAL PROJECT (2014)

WASTEWATER PROJECT DESCRIPTION

Wastewater Treatment Plant Improvements

Upgrading the UV disinfection system to replace sensors, control elements and other equipment as necessary with more reliable components, reconstructing the head works for lift station.

Wastewater Collection System

Replacement of existing 12" and 18" sewer and new 18" sewer main.

EXHIBIT C-10 – SUPPLEMENTAL PROJECT (2015-A)

Project Description (Sewer)

The construction, acquisition, and improvement of sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the construction of improvements to the wastewater treatment plant head works lfe station and electrical upgrade improvements and other appurtenances as necessary

EXHIBIT C-11 – SUPPLEMENTAL PROJECT (2017A)

Project Description (Sewer)

construction, acquisition, and improvement of sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition, design and construction of sewer lines, and other appurtenances as necessary

EXHIBIT D – SUPPLEMENTAL PROJECT

Water Project Description

None

EXHIBIT D-1 – SUPPLEMENTAL PROJECT

Project Description

The water system improvements project for the City of Sherman includes a major water transmission line from US 82 to Taylor Street.

EXHIBIT D-2 – SUPPLEMENTAL PROJECT

Project Description

City of Sherman various water line replacements and relocations, various water main extensions and various water main relocations and reconstructions and other water appurtenances as needed.

EXHIBIT D-3 – SUPPLEMENTAL PROJECT

WATER PROJECT DESCRIPTION (2008)

Construction of water line(s) along U. S. 75 from approximately U. S. 82 to FM 691, to including piping and all other appurtenances necessary for the construction of the water line.

EXHIBIT D-4 - SUPPLEMENTAL PROJECT (2011)

Water Project Description

Lake Texoma Pump Station Expansion including installation of two (2) 6,000 HP pumps along with necessary electrical, SCADA, and instrumentation equipment; installation of discharge piping, pump control valves, butterfly valves, and miscellaneous appurtenances; power improvements as needed to supply power to operate the new equipment; condition assessment modifications of Section 1 of the existing 72-inch Texoma Pipeline to upgrade condition and pressure capacity of pipe

EXHIBIT D-5 -- SUPPLEMENTAL PROJECT (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.

EXHIBIT D-6 – SUPPLEMENTAL PROJECT (2015)

Project Description (Water)

The construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition and design associated with the City of Sherman expansion and upgrade and expansion of the water treatment plant, disposal pipeline to the lift station located at the southwest corner of the intersection of U.S. 75 and FM 691 and other appurtenances as necessary

EXHIBIT D-7 – SUPPLEMENTAL PROJECT (2015B)

Project Description (Water)

construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition, design and construction for a water treatment plant expansion and new elevated storage tank and other appurtenances as necessary,

EXHIBIT D-8 – SUPPLEMENTAL PROJECT (2017)

Project Description (Water)

construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition, design and construction for a water treatment plant, and other appurtenances as necessary

EXHIBIT D-9 – SUPPLEMENTAL PROJECT (2017A)

Project Description (Water)

construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition, design and construction of water lines and rehabilitation of the Gallagher elevated storage tank, and other appurtenances as necessary

EXHIBIT E – SUPPLEMENTAL PROJECT (2009)

Outstanding Debt on the System

NONE



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.2.

Meeting Date: 06/05/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6227

Authorizing Execution of a Development Agreement with Sherman Crossroads, Ltd. for the Construction of Public Sanitary Sewer Main Improvements in the Sherman Crossroads, Phase 1, a Development West of U.S. Highway 75, North of F.M. 1417 in the City of Sherman

Issue:

The construction of public facilities in Sherman Crossroads, Phase 1, a development west of U.S. Highway 75, north of F.M. 1417 in the City of Sherman

Background:

Sherman Crossroads, Ltd. proposes to construct public sanitary sewer main improvements west of U.S. Highway 75, north of F.M. 1417.

Origination:

Engineering Department

Financial Consideration:

There will be no development fee for this project.

Staff Recommendation:

Staff recommends the approval and execution of the Development Agreement.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6227

Development Agreement - Sherman Crossroads, Ltd.

Exhibit "A"

Location Map

RESOLUTION NO. 6227

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH SHERMAN CROSSROADS, LTD. FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER MAIN IMPROVEMENTS IN THE SHERMAN CROSSROADS, PHASE 1, A DEVELOPMENT EAST OF U.S. HIGHWAY 75, NORTH OF F.M. 1417 IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Sherman Crossroads, Ltd. for the construction of public sanitary sewer main improvements in the Sherman Crossroads, Phase 1 development east of U.S. Highway 75, north of F.M. 1417 in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND SHERMAN CROSSROADS, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 5th day of June, 2017 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, Sherman Crossroads, LTD. ("Developer").

WITNESSETH:

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

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

WHEREAS, Developer owns or controls lands located in Sherman, Texas, and described to the City by the Developer as the Sherman Crossroads-Phase 1 Wastewater Improvements and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

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

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

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

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

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

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

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 6 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.
6. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
7. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the

Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.

8. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
9. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
10. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
11. **Guarantee or Maintenance Bond:**
 - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.
12. **WAIVER OF RIGHTS UNDER STATE LAW:**
 - A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL

THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

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

13. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.
- C. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

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

of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.

2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.
3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.

6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.
- CITY:**
DESIGNEE: Clint Philpott, P.E.
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-7327
FAX: 903-870-7802
- DEVELOPER:**
DESIGNEE: Jeff Harkinson
ADDRESS: 4560 Beltline Road, Suite 400
Addison, TX 75001
PHONE: (972) 934-8414
FAX: _____
9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.
13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2017, with an original to each party.

Developer: Sherman Crossroads, LTD.

BY: William J. Harkinson

NAME: Jeff Harkinson

TITLE: Manager Sherman Crossroads GP LLC
General Partner 5/24/17

ATTEST:

BY: Sheena M. Love

NAME: Sheena M. Love

TITLE: Administrative Asst.

CITY: CITY OF SHERMAN

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST:

BY: _____

NAME: Linda Ashby

TITLE: City Clerk

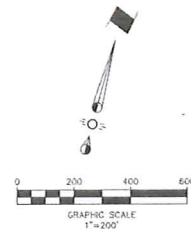
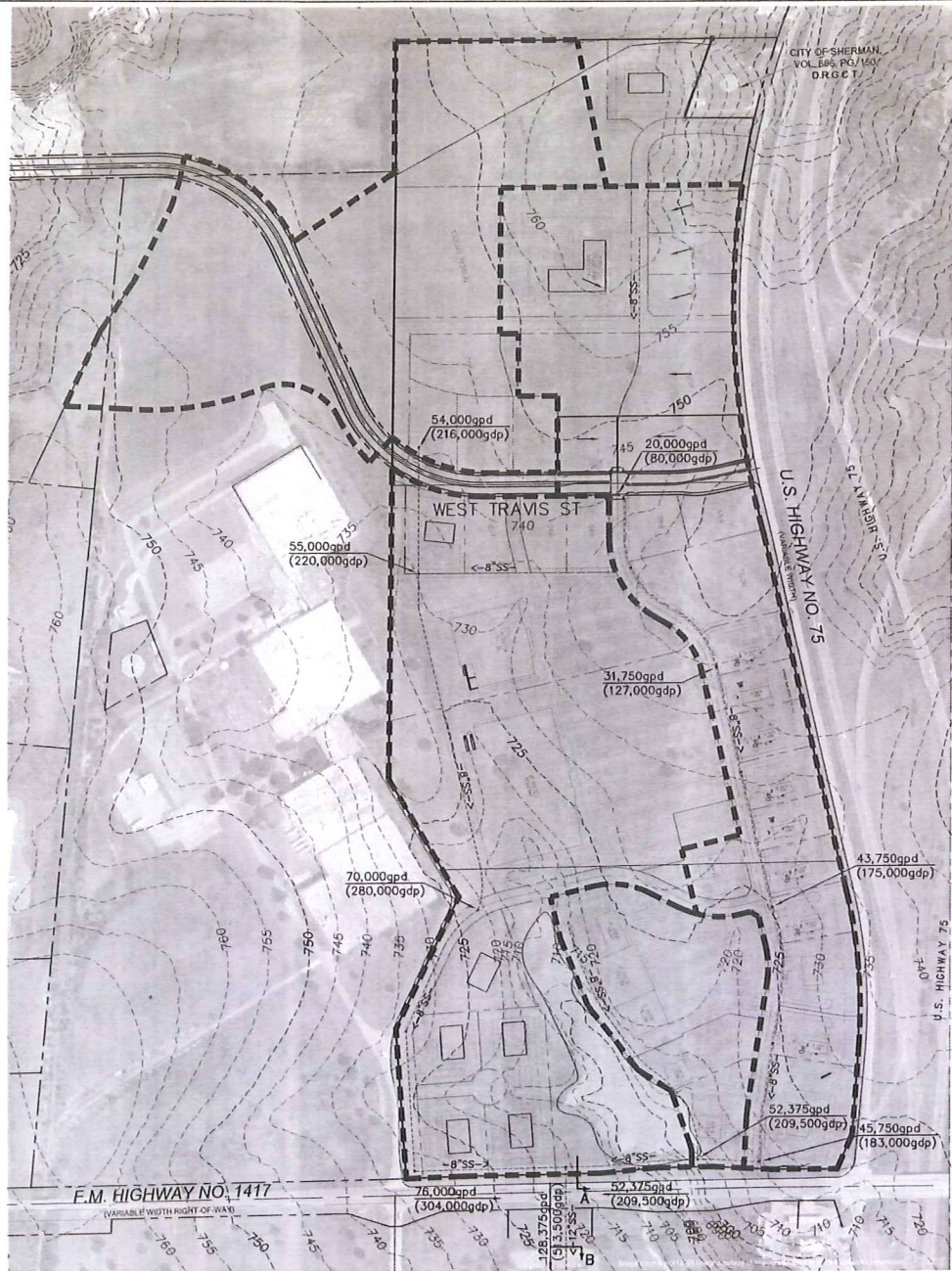
APPROVAL RECOMMENDED:



Clint Philpott, P.E. / Director Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



LEGEND

- PROPERTY BOUNDARY
- PROPOSED CURB & GUTTER
- DRAINAGE AREA DIVIDE
- FLOW DIRECTION
- 52,000 gpm
(208,000 gpd) --- FULLY DEVELOPED ESTIMATED FLOW
- PEAKING FACTOR OF 4

CAPACITY OF PROP 8" SS (A-A)
 $n=0.013$; $R^{1/3}=A/P$ $\frac{0.342}{2.09}$; $S=0.50\%$ $A=0.349$ sf
 $Q=\left[\frac{1.48}{0.013}\right](0.349)(0.005)^{2/3}=0.857$ cfs
 $\left[\frac{0.857 \text{ cfs}}{\text{sec}}\right]\left[\frac{7.48 \text{ gal}}{\text{sf}}\right]\left[\frac{85,400 \text{ gpm}}{1.357}\right]=553,855$ gpd

CAPACITY OF PROP 12" SS (B-B)
 $n=0.013$; $R^{1/3}=A/P$ $\frac{0.785}{3.14}$; $S=0.50\%$ $A=0.785$ sf
 $Q=\left[\frac{1.48}{0.013}\right](0.785)(0.005)^{2/3}=2.33$ cfs
 $\left[\frac{2.33 \text{ cfs}}{\text{sec}}\right]\left[\frac{7.48 \text{ gal}}{\text{sf}}\right]\left[\frac{86,400 \text{ gpm}}{1.357}\right]=1,635,068$ gpd

EXHIBIT

"A"

BENCHMARKS:

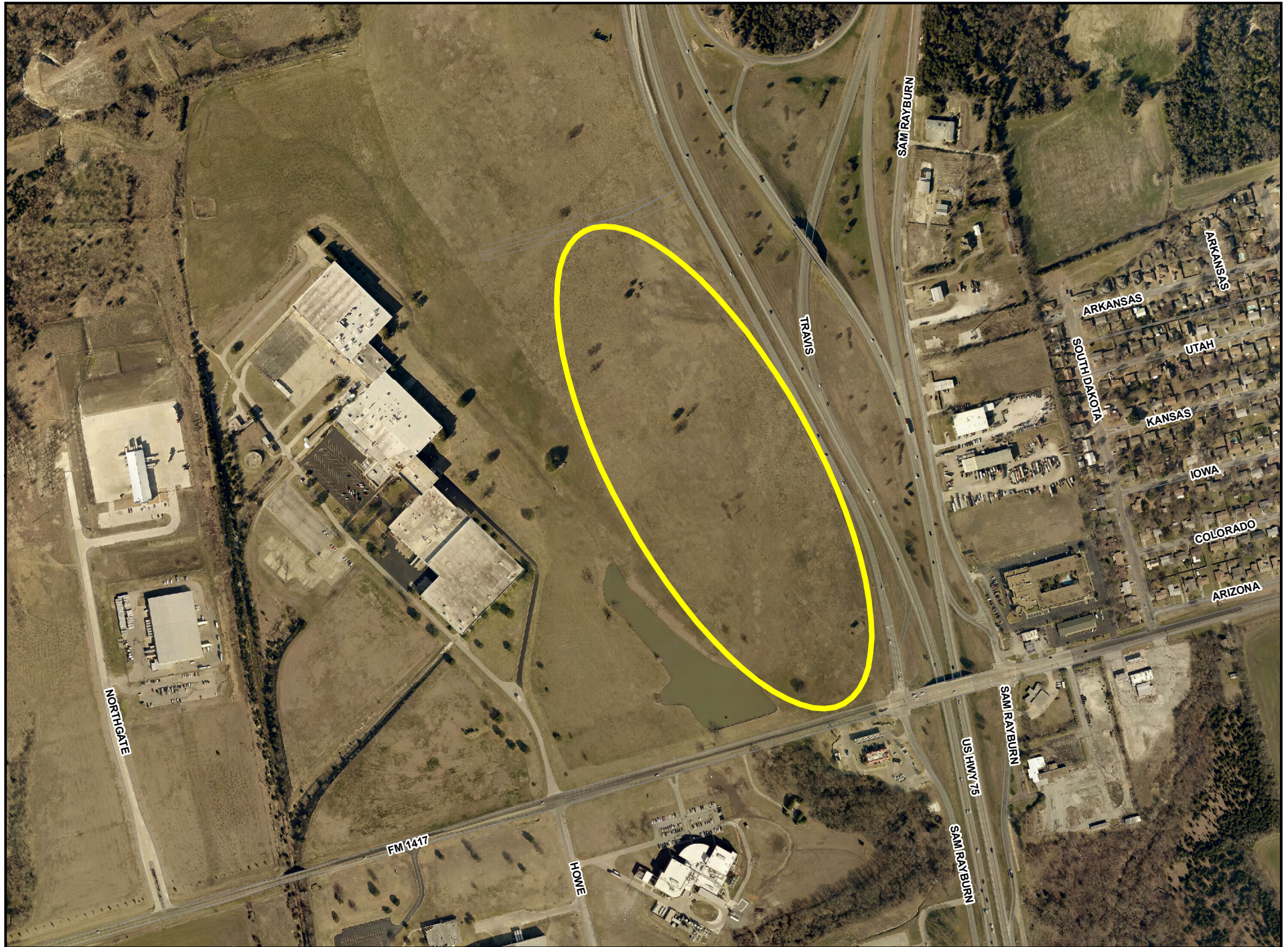
City of Sherman control monument #1-107, 3/4" brass disk, located on the south side of Lakeview Circle, 5' West of the West curb of Lakeview Circle and 5' South of a concrete sidewalk. ELEVATION: 787.65

City of Sherman control monument #1-108, 3/4" brass disk, located at the entry gate to the City sewer treatment plant on the right side of Post Oak Road, 28.7' Southeast of a metal fence corner post. ELEVATION: 681.19



SANITARY SEWER DAMAP					
SHERMAN CROSSROADS OFFSITE SANI SWR					
CITY OF SHERMAN, TEXAS					
BROCKETT/DAVIS/DRAKE, INC.					
consulting engineers					
Civil & Structural Engineering • Surveying					
Texas Registered Engineering Firm #481					
4341 North Central Expressway, Suite 1100					
Dallas, Texas 75204					
E: 972.339.1887 • Fax: 972.339.1844					
DESIGNED	DRAWN	DATE	SCALE	SHEET	FILE
JAR	D.R.	05/10/17	1"=200'	800	C18035
					C06

Sherman Crossroads, Phase 1 Wastewater Improvements



1 inch = 600 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.3.

Meeting Date: 06/05/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6228

Authorizing Execution of a Development Agreement with 3B&L Loy Lake, LLC for the Construction of Public Water and Sanitary Sewer Main Improvements in the Sherman Carwash Addition, a 3.745-acre Development North of U.S. Highway 82, along Loy Lake Road in the City of Sherman

Issue:

The construction of public facilities in the Sherman Carwash Addition, a 3.745-acre development north of U.S. Highway 82, along Loy Lake Road in the City of Sherman

Background:

3B&L Loy Lake, LLC proposes to construct a 3.745-acre development north of U.S. Highway 82, along Loy Lake Road, which includes the construction of water and sanitary sewer mains.

Origination:

Engineering Department

Financial Consideration:

The development fee to be paid by the developer for public inspection will be \$1,275.30.

Staff Recommendation:

Staff recommends approval and execution of the Development Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6228

Development Agreement - 3B&L Loy Lake, LLC

Plat - Sherman Carwash Addition

Location Map

RESOLUTION NO. 6228

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH 3B&L LOY LAKE, LLC FOR THE CONSTRUCTION OF PUBLIC WATER AND SANITARY SEWER MAIN IMPROVEMENTS IN THE SHERMAN CARWASH ADDITION, A 3.745-ACRE DEVELOPMENT NORTH OF U.S. HIGHWAY 82, ALONG LOY LAKE ROAD IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with 3B&L Loy Lake, LLC for the construction of public water and sanitary sewer main improvements in the Sherman Carwash Addition, a 3.745-acre development north of U.S. Highway 82, along Loy Lake Road in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND 3B&L LOY LAKE, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 5th day of June, 2017 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, 3B&L Loy Lake, LLC, ("Developer").

WITNESSETH:

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

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

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

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

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

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

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

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

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

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price (\$42,510.00) for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before December, 2017, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.
8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
 - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.
14. **WAIVER OF RIGHTS UNDER STATE LAW:**

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

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

15. **Other Provisions:**

- A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of \$1,275.30.

- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.
- D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.
3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.

4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.
8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

DESIGNEE: Clint Philpott, P.E.

ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090

PHONE: 903-892-7327

FAX: 903-870-7802

DEVELOPER:

DESIGNEE: 3B&L Loy Lake, LLC

ADDRESS: 525 South Loop 288, Suite 105
Denton, Tx 76205

PHONE: (940) 382-5003

FAX: _____

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.
13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this 22 day of May 2017, with an original to each party.

Developer: 3B&L Loy Lake, LLC

BY: _____

NAME: Lee Ramsey

TITLE: Managing Member

ATTEST:

BY: Aaron Cole

NAME: Aaron Cole

TITLE: Director of Development

CITY: **CITY OF SHERMAN**

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST:

BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

Clint Philpott
Clint Philpott, P.E. / Director Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

KNOWN ALL MEN BY THESE PRESENTS:
That I, Douglas W. Underwood, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.



DW Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Approved this 20th day of December, 2017, by the City Planning and Zoning Commission of the City of Sherman, Texas.
[Signature] Chairman
[Signature] Secretary

Accepted by the City Council of the City Sherman

[Signature]
Mayor, City of Sherman, Texas
Date 01/30/2017

Legal Description

Situated in the County of Grayson, State of Texas, being a part of the Hillard Jennings Survey, Abstract No. 639 and being a part of the 3.88 acre Tract 1 of lands conveyed to Ibrahim Abu Sarris Family Limited Partnership, by deed of record in Volume 4922, Page 307, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found in the east line of Loy Lake Road (a public road) maintaining the southwest corner of Chasewood Addition, an addition to the City of Sherman as recorded by deed of record in Volume 8, Page 86, Plat Records, Grayson County, Texas, said rod being in the north line of said 3.88 acre tract;

Thence North 77°29'55" East, along the south line of said Chasewood Addition, a distance of 809.63 feet to a 1/2" steel rod found in the west line of Heritage Park Addition, Phase One, an addition the City of Sherman as recorded by deed of record in Volume 16, Page 37, of said Plat Records, said rod also maintaining the southeast corner of said Chasewood Addition, and the northeast corner of said 3.88 acre tract;

Thence South 06°58'20" East, along the west line of said Heritage Park Addition, a distance of 263.95 feet to a 1/2" steel rod set in the north line of Pecan Grove Road for the southerly most southwest corner of said Heritage Park Addition;

Thence along the north line of said Pecan Grove Road the following calls and distances:
South 74°35'31" West, a distance of 91.75 feet to a 1/2" steel rod set;
With a tangent curve to the left having a radius of 532.98 feet (chord bears South 65°36'16" West, a distance of 166.53 feet) an arc length of 167.21 feet to a 1/2" steel rod set;
With a tangent curve to the right having a radius of 270.00 feet (chord bears South 63°50'36" West, a distance of 67.93 feet) an arc length of 68.11 feet to a 1/2" steel rod found maintaining the southeast corner of a 2.195 acre tract of land conveyed to Texoma Dermatology Clinic by deed of record in Volume 1353, Page 157, Deed Records, Grayson County, Texas;

Thence North 13°47'08" West, along the east line of said 2.195 acre tract, a distance of 172.98 feet to a 1/2" steel rod found maintaining the northeast corner of said 2.195 acre tract;

Thence South 76°58'46" West, along the north line of said 2.195 acre tract of land, a distance of 471.76 feet to a 1/2" steel rod set in the east line of said Loy Lake Road;

Thence North 07°53'41" West, a distance of 149.55 feet to the Point-of-Beginning and containing **3.745 acres** of land

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, final plat of Sherman Carwash Addition, an addition to the City of Sherman, Texas, was submitted to the City Council on the 16th day of January, 2017, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this 30th day of January, 2017.

[Signature]
Linda Ashby
Clerk, City of Sherman, Texas



NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:
THAT, We, the IBRAHIM ABU SARRIS FAMILY LIMITED PARTNERSHIP, do hereby adopt this plat designating the hereinabove property as Sherman Carwash Addition, an addition to the City of Sherman, Texas, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat is approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this 27 day of January, 2017.

[Signature]
IBRAHIM ABU SARRIS FAMILY LIMITED PARTNERSHIP
BY IBRAHIM ABU SARRIS

STATE OF TEXAS COUNTY OF GRAYSON BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared IBRAHIM ABU SARRIS 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of January, 2017.



[Signature]
Notary Public in and for
the State of Texas
Commission Expires: _____

FINAL PLAT OF
SHERMAN CARWASH ADDITION
AN ADDITION TO
THE CITY OF SHERMAN, TEXAS
HILLARD JENNINGS SURVEY,
ABSTRACT NO. 639
GRAYSON COUNTY, TEXAS

Filed of Record
Jan. 30, 2017
Vol. 24, Pg. 64
Plat Records
Grayson County, TX

HILLARD JENNINGS SURVEY
ABSTRACT NO. 639

LOT 1, BLOCK 1
CHASWOOD ADDITION
VOL. 8, P. 86, PLAT RECORDS

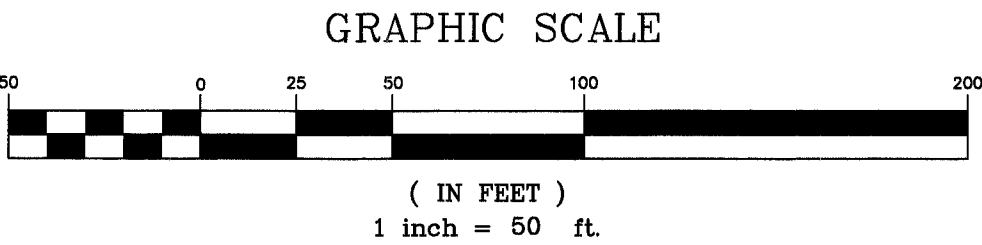
LOT 1
68,346 SQ. FT.
1.569 ACRES

LOT 2
67,866 SQ. FT.
1.558 ACRES

LOT 3
26,911 SQ. FT.
0.618 ACRES

BLOCK 2
TEXOMA DERMATOLOGY CLINIC
VOL. 1353, PG. 157, DEED RECORDS

2.195 AC
TEXOMA DERMATOLOGY CLINIC
VOL. 1353, PG. 157, DEED RECORDS



OWNER
IBRAHIM ABU SARRIS FAMILY LIMITED PARTNERSHIP
PO BOX 157
SHERMAN, TEXAS 75091

SURVEYOR
UNDERWOOD DRAFTING & SURVEYING
3404 INTERURBAN ROAD
DENISON, TEXAS
903-465-2151

Filed of Record
Jan 30, 2017
Vol. 24, Pg. 63
Plat Records
Grayson County, TX



3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

Sherman Carwash Addition



1 inch = 350 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.4.

Meeting Date: 06/05/2017

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6229**

Finding and Determining a Public Purpose and Public Necessity Exists for Construction of City Project North Travis Street Water Main Replacement; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to Take all Steps Necessary to Acquire the Needed Property Rights in Compliance with All Applicable Laws and Regulations

Issue:

To consider granting authority to negotiate for property rights on the City's North Travis Street Water Main Replacement project and, if necessary, to begin condemnation proceedings

Background:

The replacement of a water main along north Travis Street was previously approved and budgeted. The proposed water route is being resisted by one or more property owners. An appraiser will be retained to obtain appraisals of the easement areas, which have been submitted to the property owners. It is anticipated that these property owners may not execute easements for this project in a timely manner. To prevent any undue delay in the project, City Council's authorization to negotiate, make final offers and, if necessary, begin condemnation proceedings as required by law is requested.

Origination:

Director of Utilities

Financial Consideration:

Property acquisition costs, along with costs for appraisals, surveys, maps and photos

Staff Recommendation:

Staff recommends approval.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 6229

Capital Improvement Project with Location Map

RESOLUTION NO. 6229

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF CITY PROJECT NORTH TRAVIS STREET WATER MAIN REPLACEMENT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS; 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 of the City of Sherman, Texas has previously authorized the employment of Freeman-Millican, Inc. to plan for the construction of the North Travis Street Water Main Replacement Project; and

WHEREAS, this project was recommended by the City Staff in order to upgrade water service for the City and recommended the acquisition of all necessary property rights; and

WHEREAS, the City Council has considered the North Travis Street Water Main Replacement Project and has determined that a public purpose and public necessity exists for the acquisition of all necessary and appropriate property rights for the North Travis Street Water Main Replacement Project; and

WHEREAS, the City Council has funded and approved the North Travis Street Water Main Replacement Project;

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

SECTION 1. That the City Council hereby finds and determines that a public purpose and public necessity exists for the City of Sherman to acquire all necessary and appropriate property rights in those certain lots, tracts, or parcels of land deemed necessary for construction of the North Travis Street Water Main Replacement Project and does further determine the public purpose and public necessity of the City of Sherman acquiring said property together with all necessary and appropriate appurtenances, additions and improvements on, over, under and through those certain lots, tracts and parcels of land.

SECTION 2. That the City Manager or his designee is authorized and directed to acquire all appropriate property rights for the North Travis Street Water Main Replacement Project for the City of Sherman, and to acquire said rights in compliance with State and Federal law. The City Manager, or his designee, is specifically authorized and directed to do each and

every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts and, when necessary, to institute proceedings in eminent domain.

SECTION 3. That the City Manager or his designee is hereby appointed as “negotiator” for the acquisition of the North Travis Street Water Main Replacement Project property and, as such, the City Manager or his designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference. Subject to the availability of funds appropriated by the City Council for such purposes and with the advice and recommendation of the City Attorney and the City’s appointed appraiser, the City Manager is specifically authorized to establish the just compensation for the acquisition of this property. If the City Manager or his designee determines that an agreement with the property owner(s) as to just compensation cannot be reached, then the City Attorney is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the property, proceedings in eminent domain to acquire the above stated interest in the property.

SECTION 4. That a qualified appraiser shall be designated the appraiser of the property to be acquired as necessary.

SECTION 5. That the findings of fact, recitations and provisions set out in the preamble of this resolution are adopted and made a part of the body of this resolution, as if the same were fully set forth herein.

SECTION 6. 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 _____, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

PROJECT YEAR: 2015-2016

PROJECT NAME: North Travis Street Water Main Replacement

DESCRIPTION: Replacement from Canyon Grove Road to North Creek Drive with 2500' of 12" Main.

ESTIMATED COST: \$250,000

ESTIMATED O&M COST: N/A

PROPOSED FINANCING: Utility Improvement Fund

PROJECT NECESSITY: This replacement project is due to badly deteriorated main and frequent service interruptions.

DEPARTMENT/DIRECTOR: Director of Utilities, Mark Gibson





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.5.

Meeting Date: 06/05/2017

Prepared By: Steve Ayers, Director of Public Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6230**

Authorizing Execution of an Interlocal Agreement between the City of Sherman and the TIPS Purchasing Cooperative

Issue:

An Interlocal Agreement (ILA) with the TIPS Purchasing Cooperative to purchase roofing services for repairs needed on multiple City facilities

Background:

By entering into an Interlocal Agreement with the TIPS Purchasing Cooperative, the City of Sherman will have the opportunity to realize competitively bid pricing for roofing services. Chapter 791 of the Texas Local Government Code authorizes local governments to enter into Interlocal agreements, which allows the local government to purchase from a contract currently existing between a purchasing cooperative and a vendor. This Interlocal Agreement fully satisfies the statutory competitive bid requirements.

The City has received quotes from Big Bear Roofing Construction and Parsons Roofing for roofing repair services at the Solid Waste office and City Hall, respectively. The City has confirmed that both vendors have current, competitively bid contracts with the TIPS Purchasing Cooperative.

The proposed Interlocal Agreement will remain effective from the date of execution until terminated by either party to the agreement.

Origination:

Building Maintenance Department

Financial Consideration:

Funding was approved in the fiscal year (FY) 2017 budget for these purchases.

Staff Recommendation:

Staff recommends that the City Council authorize execution of an Interlocal Agreement between the City of Sherman and the TIPS Purchasing Cooperative.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6230

Interlocal Agreement

RESOLUTION NO. 6230

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE TIPS PURCHASING COOPERATIVE; 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 Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the TIPS Purchasing Cooperative for the purchase of roofing services for repairs needed on multiple City facilities, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Sherman
TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

Purchasing Cooperative Lead Agency:

City of Sherman
Entity Name

Region VIII Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: Robby Hefton – City Manager

Title: Executive Director Region VIII ESC

Date

Date

Public Entity Contact Information

Craig Long
Primary Purchasing Person Name

405 N. Rusk
Street Address

Sherman, Texas 75091
City, State Zip

903-892-7215
Telephone Number

903-891-0255
Fax Number

craigl@ci.sherman.tx.us
Primary Person Email Address

Tammy Davis
Secondary Person Name

tammyd@ci.sherman.tx.us
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.6.

Meeting Date: 06/05/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6231**

Authorizing Execution of an Agreement with Tobars Properties, LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 600 South Maxey Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 600 South Maxey.

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 current designated zone for residential tax abatement.

Origination:

Tobars Properties, LLC, Owner

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$241.80 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. 6231

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Survey/Site Plan

Photo

Location Map

Reinvestment Zone Map

RESOLUTION NO. 6231

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TOBARS PROPERTIES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 600 SOUTH MAXEY 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 Tobars Properties, LLC subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Tobars Properties, LLC 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 600 South Maxey 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 _____, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

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 **TOBARS PROPERTIES LLC**, 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. 6210) 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, 2017, and continuing for tax years 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024,

2025 and 2026, 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 2016, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2017	100%
2018	100%
2019	100%
2020	100%
2021	100%
2022	100%
2023	80%
2024	60%
2025	40%
2026	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 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025 and 2026, 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 600 South Maxey Street, Sherman, Texas, and as more particularly described by the following:

BEING Lots 13 & 14, Block 6, W. Elliott's Addition

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 512 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

Tobars Properties, LLC
635 Preston Meadows Road
Sherman, TX 75092
(903) 816-0416

Copy to: Grayson Appraisal District
512 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 _____, 2017.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
TOBARS PROPERTIES, LLC

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
MARIO TOBAR

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 **MARIO TOBAR** 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 _____, 2017 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

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

Property Owner:

Name: Tobias Properties LLC
Mailing Address: 635 Preston Meadows Dr
Telephone Number: (905) 816-0410

Contact (if different than owner):

Name: _____
Mailing Address: Same.
Telephone Number: _____

Property:

Physical Address: 600 S Maxey
Summary Legal Description: Lot: 9/8 Block: 10 Addition: Elliot Addition
Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: ☐

Estimated Value of Improvements: \$65,000

Estimated Date of Start of Construction: _____

Estimated Date of Completion of Project: _____

Description of Project: New Construction

Applicant(s): [Signature] Date: 05/11/17

Date: _____

191

Bk Vol Ps
00024105 GR 5904 382

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

WARRANTY DEED

DATE: effective November 10, 2016

GRANTOR: RUDY CED, a married person, not joined by my spouse as this property constitutes no part of our homestead

GRANTEE AND GRANTEE'S MAILING ADDRESS: TOBAR'S PROPERTIES LLC, a Texas limited liability company, 1308 Pintail Drive, Sherman, Texas 75092

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged.

PROPERTY (including any improvements): Being Lot Nine (9) and the South Twenty Feet (20 ft.) of Lot Eight (8) in Block Ten (10) of the W. Elliott Addition to the City of Sherman, Texas, as shown by Plat of record in Volume 101, Page 484, Deed Records, Grayson County, Texas.

RESERVATIONS FROM CONVEYANCE:

None

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent that they are still in force and effect, and shown of record in the hereinabove mentioned County and State; and also to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are applicable and enforceable against the hereinabove described property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

CITY OF SHERMAN

RESIDENTIAL BUILDING PERMIT

PERMIT #: 170984

SUBCONTRACTOR: TOBAR PROPERTIES LLC

DATE ISSUED: 5/11/2017

PROJECT ADDRESS: 600 S MAXEY ST
PARCEL ID: 163897
SUBDIVISION: ELLIOTS W ADDN

LOT #: 13 & 14
BLK #: 6
ZONE ORD:

ISSUED TO: TOBAR PROPERTIES LLC
ADDRESS:
CITY, ST ZIP: SHERMAN TX 75092
PHONE: 903-816-0416

CONTRACTOR: TOBAR PROPERTIES LLC
ADDRESS:
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

PROP. USE: SINGLE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION
VALUATION: \$ 65,000.00
OCCP TYPE: SINGLE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME
CONSTRUCTION

SQ FT: 1,250.00
BEDROOMS: 3

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)

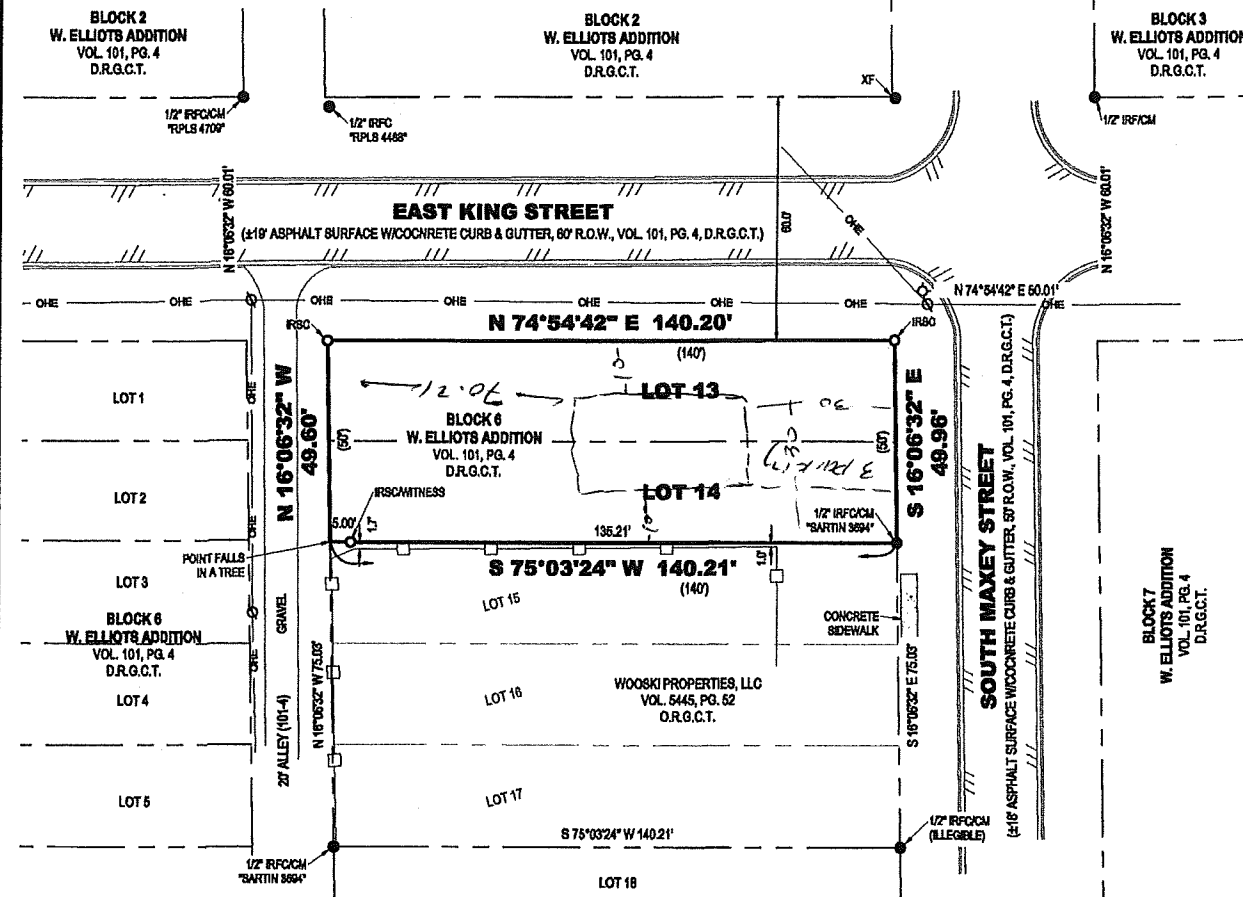
5/11/17
DATE

(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

5/11/17
DATE

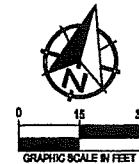
(APPROVED BY) BUILDING & ZONING

5.12.17
DATE



LAND DESCRIPTION:

BEING Lots 13 and 14, Block 6, of W. Elliott's Addition to the City of Sherman, according to the plat thereof recorded in Volume 101, Page 4, Deed Records of Grayson County, Texas.



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

GENERAL NOTES:

1. This survey was completed without the benefit of a title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

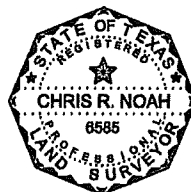
LEGEND

● FOUND MONUMENT	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
○ SET MONUMENT	VOL., PG.	VOLUME, PAGE
IRSC 1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	□	UTILITY/POWER POLE
IRF IRON ROD FOUND	◇	FIRE HYDRANT
IRFC IRON ROD FOUND W/ PLASTIC CAP	—	BOUNDARY LINE
XF 2" X 2" SCRIBED IN CONCRETE FOUND	- - -	ADJOINER LINE
CM CONTROLLING MONUMENT	□	WOOD FENCE
() DEED OR PLAT CALL	///	ASPHALT
R.O.W. RIGHT-OF-WAY	—	OVERHEAD ELECTRIC/UTILITY

Certify to: Tobar's Properties, LLC;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 04/21/2017, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

Chris R. Noah
Chris R. Noah, R.P.L.S. No. 6585



LOT SURVEY
LOTS 13 & 14, BLOCK 6
W. ELLIOTT'S ADDITION
600 South Maxey Street, Denison
Grayson County, Texas

Preston Trail
LAND SURVEYING

83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-213-0033

TBPLS Firm No. 10194175	Drawn by: JEG Checked by: CRN	Scale: 1"=30' Date: 04/29/2017	Project No. 17-0174 Sheet No. 1 of 1
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600 S. Maxey Street



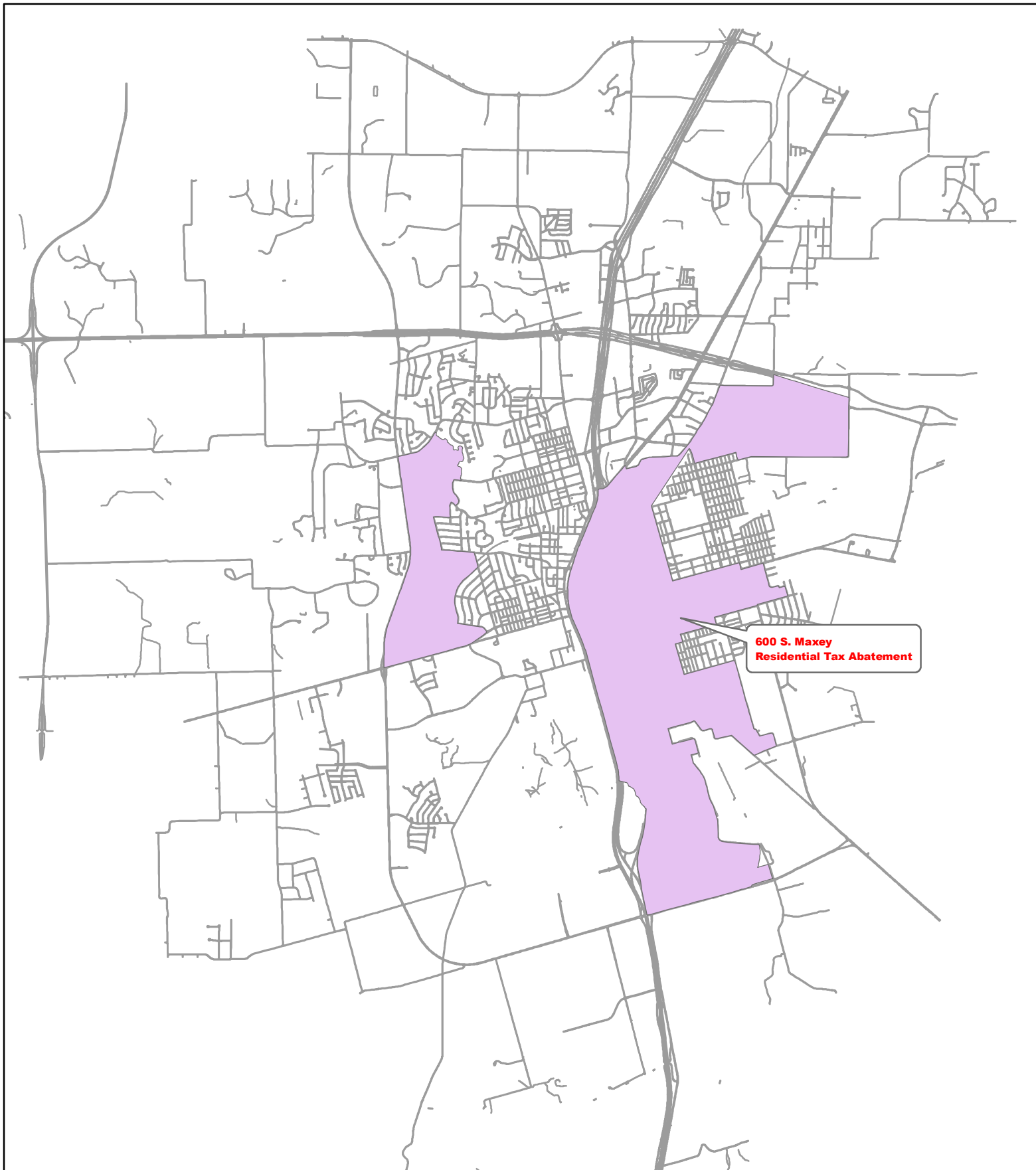


600 S. Maxey Street



1 in = 300 ft

City of Sherman, Texas
Developmental Services Department



600 S. Maxey Street Residential Tax Abatement



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 6,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.1.

Meeting Date: 06/05/2017

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

REQUEST TO ADVERTISE

Sale of City-Owned Surplus Real Property

Issue:

Seeking permission to advertise for bids for the sale of City-owned surplus real property

Background:

Staff has identified tracts of real property owned by the City that are not being utilized for a public purpose. These two tracts include the southeast corner of U.S. Highway 75 and F.M. 1417 (Heritage Parkway) and a tract located around the proposed Travis Street West extension. The City is permitted to use various methods to sell real property. One of these methods is competitive sealed bids. Staff is seeking permission to advertise for bids on the properties to allow these tracts to be sold via a competitive sealed bid process, if staff determines this process is in the best interest of the City.

Origination:

City Manager's Office

Financial Consideration:

The cost of advertising is expected to amount to approximately \$200.00. The sale of the property will generate revenue for the City.

Staff Recommendation:

It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G.1.

Meeting Date: 06/05/2017

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 1**

The West Travis Street Phase I Project; 03 Concrete Contractors; \$10,037.00 Increase from Contract Price

Issue:

To consider approval of a change order and final payment for the West Travis Street Phase I Project

Background:

The developer for Sherman Crossroads is proceeding with the design of their facilities. Resolution No. 6137 was approved on September 19, 2016 to begin West Travis Street Phase I, which includes construction of a four-lane median divided section from South Sam Rayburn (U.S. Highway 75) to approximately one quarter mile west.

Origination:

Engineering Department

Financial Consideration:

The final price for this project totals out to \$830,375.90 and is funded through the Capital Improvement Projects fund. This is a \$10,037.00 increase from the original contract price.

Staff Recommendation:

It is recommended that Change Order No. 1 and final payment for this project be approved.

Alternatives:

As may be directed by City Council

Attachments

Change Order #1 (Final)

Contractor's Application for Payment

Location Map

Change Order

No. 1 (Final)

Date of Issuance: May 25, 2017

Project: West Travis Street Roadway Improvements – Phase I	Project No.: PW #3006 Bid No.: 2016-12
Owner: City of Sherman	Date of Contract: September 19, 2016
Contractor: O3 Concrete Contractors.	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Increase Lime quantity, Bid Item #A-3 Paving #5, by 30-Tons; \$170.00/Ton = \$5,100.00.

Decrease Type III Barrier; Bid Item #A3 Paving #7, by 1-EA; \$900.00/EA = (\$900.00)

Increase Concrete Strength from 3,600-psi to 4,000-psi \$5,837.00/LS = \$5,837.00.

Justification:

Adjustment for final quantities for project and add greater strength of new concrete.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$820,338.90

Increase from previously approved Change Orders No. 0 to No. 0:

\$0

Contract Price prior to this Change Order:

\$820,338.90

Increase of this Change Order:

\$10,037.00

Contract Price incorporating this Change Order:

\$830,375.90

Original Contract Times:

Substantial completion days: 180

Substantial completion date: April 11, 2017

Increase from previously approved Change Orders No. 0 to No. 0:

Substantial completion days: 0

Substantial completion date: April 11, 2017

Contract Times prior to this Change Order:

Substantial completion days: 0

Substantial completion date: April 11, 2017

Increase of this Change Order:

Substantial completion days: 30

Substantial completion date: May 11, 2017

Contract Times with all approved Change Orders:

Substantial completion days: 210

Substantial completion date: May 11, 2017

RECOMMENDED:

By: Clint Philpott
Engineer (Authorized Signature)

Date: 5/25/17

ACCEPTED:

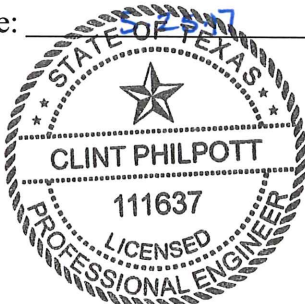
By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 5/26/17



CONTRACTOR'S APPLICATION FOR PAYMENT

PAY REQUEST NO: THREE (FINAL)

DATE 25-May-17

PERIOD FROM: 1-Apr-17

TO: 31-May-17

PROJECT: West Travis Street Phase I
Bid #2016-12
Public Works # 3006

ENGINEER: Brockette Davis Drake Inc
4144 North Central Expressway
Suite 1100
Dallas TX 75204

OWNER: City of Sherman TX
220 W Mulberry St
Sherman, TX 75091

CONTRACTOR: 03 Concrete Contractors
1292 Van Alstyne Pkwy.
Van Alstyne, TX 75495

BIDS RECEIVED: 09/13/2016 CONTRACT DATE: 10/13/16 NOTICE TO PROCEED: 10/13/16
CONTRACT AMOUNT: \$ 820,338.90 CALENDAR DAYS: 180
ADJUSTMENTS: \$ 10,037.00 EXTENSIONS: 0 ORIG COMP DATE: 4/11/17
REVISED AMOUNT: \$ 830,375.90 REVISED DAYS: 0 REVISED DATE: 4/11/17

SUMMARY OF JOB STATUS:

Total Work Completed	<u>\$830,375.90</u>
Material Stored on Site	<u>\$ -0-</u>
Subtotal	<u>\$830,375.90</u>
Less 0% Retained	<u>\$0.00</u>
Subtotal	<u>\$830,375.90</u>
Less Previous Payments	<u>\$667,825.30</u>
Amount Due This Period	<u>\$162,550.60</u>

SUBMITTED BY: 03 Concrete Contractors

By: [Signature]
President

Date: 5/25/2017

VERIFIED BY:

By: [Signature]
Gil Busick, City Inspector

Date: 5/25/17

REVIEWED BY:

By: [Signature]

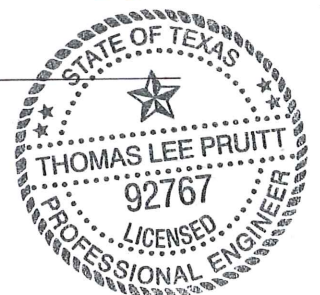
Date: 5-25-17

APPROVED FOR PAYMENT BY: CITY OF SHERMAN

By: [Signature]
Tom Pruitt, P.E. Assistan

Date: 5-25-2017

WORK COMPLETED 100%



CONTINUATION SHEET

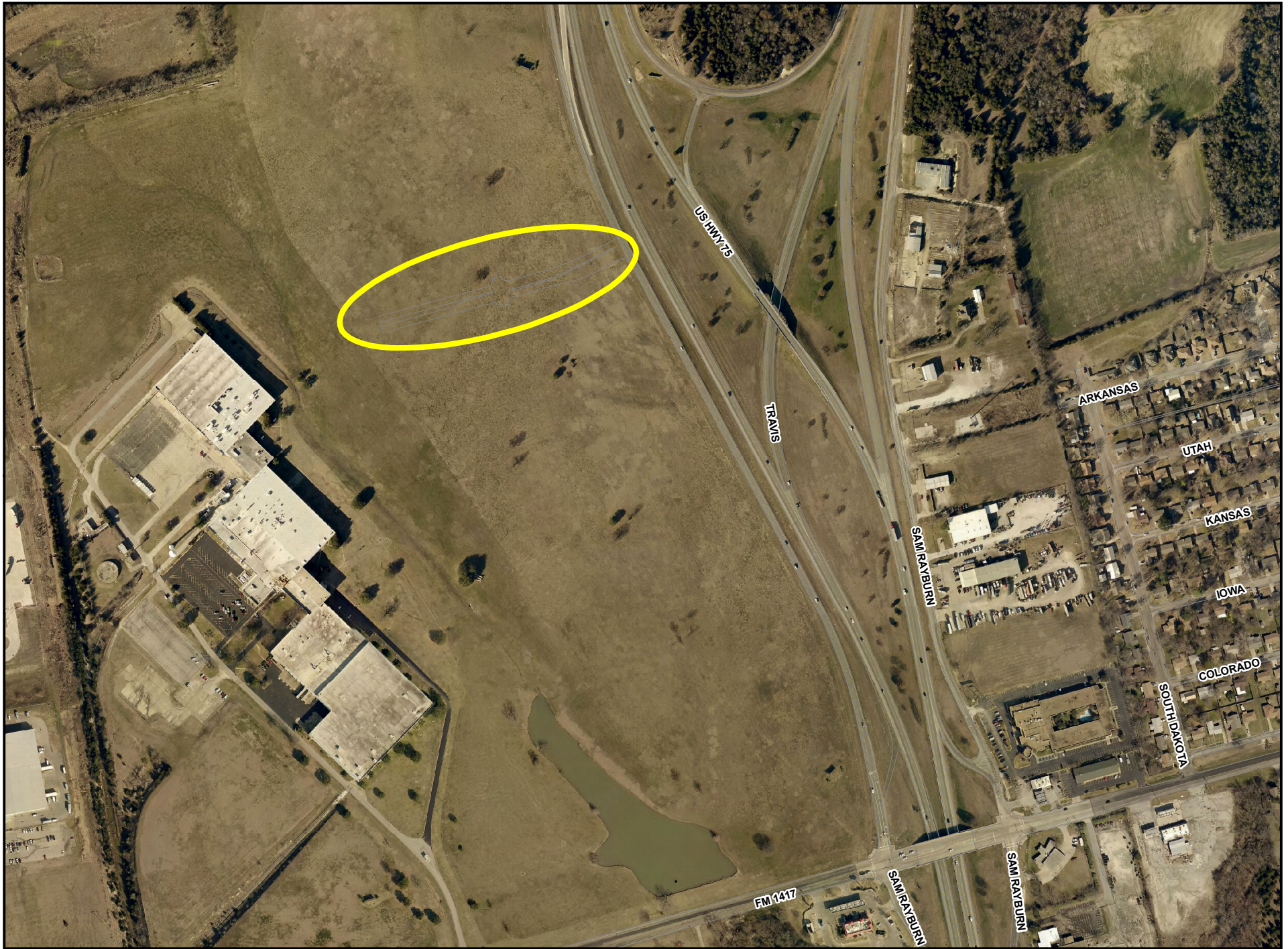
PAGE 1 OF 1 PAGE

APPLICATION NUMBER: Three (Final)
APPLICATION DATE: 05/25/2017
PERIOD TO: 05/31/2017
JOB NAME West Travis Street

A	B	C	C	D	E	F	G	H	I		
ITEM NO.	DESCRIPTION OF WORK	UNIT	UNIT BID PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G:- C)	BALANCE TO FINISH (C-G)	RETAINAGE 0%
A-1	GENERAL										
1	Mobilization	1 LS	37,200.00	37,200.00	27,750.00	9,450.00	0.00	37,200.00	100%	0.00	0.00
2	Erosion controls	1 LS	43,970.00	43,970.00	32,985.00	10,985.00	0.00	43,970.00	100%	0.00	0.00
3	Field Control	1 LS	4,600.00	4,600.00	3,450.00	1,150.00	0.00	4,600.00	100%	0.00	0.00
A-2	EARTHWORK										
1	Cut	4,693 CY	14.00	65,702.00	59,840.00	5,862.00	0.00	65,702.00	100%	0.00	0.00
2	Fill	569 CY	18.00	10,242.00	10,242.00	0.00	0.00	10,242.00	100%	0.00	0.00
A-3	PAVING										
1	8" Concrete	7000 SY	50.00	350,000.00	308,000.00	42,000.00	0.00	350,000.00	100%	0.00	0.00
2	6" Curb	3810 LF	3.00	11,430.00	10,950.00	480.00	0.00	11,430.00	100%	0.00	0.00
3	Median Nose Pavers	2,805 SF	9.50	26,647.50	0.00	26,647.50	0.00	26,647.50	100%	0.00	0.00
4	Lime Stabilization	7,500 SY	3.00	22,500.00	22,500.00	0.00	0.00	22,500.00	100%	0.00	0.00
5	Lime Material	165 TON	170.00	28,050.00	28,050.00	0.00	0.00	28,050.00	100%	0.00	0.00
6	Barrier Free Ramp	4 EA	2,000.00	8,000.00	0.00	8,000.00	0.00	8,000.00	100%	0.00	0.00
7	TxDOT type III barricades	3 EA	900.00	2,700.00	0.00	2,700.00	0.00	2,700.00	100%	0.00	0.00
A-4	Signing / Striping										
1	4" White Solid	1,035 LF	1.45	1,500.75	0.00	1,500.75	0.00	1,500.75	100%	0.00	0.00
2	8" White Solid	243 LF	3.00	729.00	0.00	729.00	0.00	729.00	100%	0.00	0.00
3	12" White Solid	550 LF	4.30	2,365.00	0.00	2,365.00	0.00	2,365.00	100%	0.00	0.00
4	24" White Solid	177 LF	8.70	1,539.90	0.00	1,539.90	0.00	1,539.90	100%	0.00	0.00
5	Type II - C - R White Button	37 EA	6.00	222.00	0.00	222.00	0.00	222.00	100%	0.00	0.00
6	4" round Nin-Reflective Yellow	15 EA	5.25	78.75	0.00	78.75	0.00	78.75	100%	0.00	0.00
7	Yellow R.P.M	15 EA	6.00	90.00	0.00	90.00	0.00	90.00	100%	0.00	0.00
8	White Lettering "Only"	3 EA	175.00	525.00	0.00	525.00	0.00	525.00	100%	0.00	0.00
9	White Arrow	6 EA	175.00	1,050.00	0.00	1,050.00	0.00	1,050.00	100%	0.00	0.00
10	White Merge Arrow	4 EA	175.00	700.00	0.00	700.00	0.00	700.00	100%	0.00	0.00
11	Street Sign	9 EA	550.00	4,950.00	0.00	4,950.00	0.00	4,950.00	100%	0.00	0.00
A-5	Electrical										
1	4" Schedule 35 Conduit	1,142 LF	6.00	6,852.00	6,852.00	0.00	0.00	6,852.00	100%	0.00	0.00
2	Pullbox	9 EA	400.00	3,600.00	0.00	3,600.00	0.00	3,600.00	100%	0.00	0.00
A-6	Storm Sewer										
1	48" RCP	271 LF	190.00	51,490.00	51,490.00	0.00	0.00	51,490.00	100%	0.00	0.00
2	42" RCP	225 LF	165.00	37,125.00	37,125.00	0.00	0.00	37,125.00	100%	0.00	0.00
3	36" RCP	48 LF	135.00	6,480.00	6,480.00	0.00	0.00	6,480.00	100%	0.00	0.00
4	30" RCP	31 LF	120.00	3,720.00	3,720.00	0.00	0.00	3,720.00	100%	0.00	0.00
5	21" RCP	42 LF	65.00	2,730.00	2,730.00	0.00	0.00	2,730.00	100%	0.00	0.00
6	18" RCP	183 LF	50.00	9,150.00	9,150.00	0.00	0.00	9,150.00	100%	0.00	0.00
7	10' Curb Inlet	4 EA	3,000.00	12,000.00	12,000.00	0.00	0.00	12,000.00	100%	0.00	0.00
8	Temporary Channel Excv	4,100 CY	14.00	57,400.00	57,400.00	0.00	0.00	57,400.00	100%	0.00	0.00
9	Trench Safety	800 LF	2.00	1,600.00	1,600.00	0.00	0.00	1,600.00	100%	0.00	0.00
10	TV Inspection	1 LS	2,100.00	2,100.00	0.00	2,100.00	0.00	2,100.00	100%	0.00	0.00

11	Type B Headwall	1 EA	5,500.00	5,500.00	5,500.00	0.00	0.00	5,500.00	100%	0.00	0.00
Change Orders #1	Concrete strength to 4000 psi	1 LS	5,837.00	5,837.00	5,160.00	677.00	0.00	5,837.00	100%	0.00	0.00
Total				830,375.90	702,974.00	127,401.90	0.00	830,375.90	100%	0.00	0.00

West Travis Street Phase I



1 inch = 500 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H.1.

Meeting Date: 06/05/2017

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of Twenty (20) Tracts of Land in Kings Ridge on Norwood Street, South of U.S. Highway 82 and West of F.M. 1417 (Heritage Parkway), Adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of Lots 1-20, Block 1 in Kings Ridge, totaling approximately twenty (20) acres of land on Norwood Street, south of U.S. Highway 82 and west of F.M. 1417 (Heritage Parkway), adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

The property owners in the Kings Ridge area have requested annexation into the city limits, located on Norwood Street, south of U.S. Highway 82 and west of F.M. 1417 (Heritage Parkway), adjacent to the Sherman City Limits and in the City's ETJ.

State law requires the City Council to conduct two (2) public hearings on its intent to annex and the provision of services no later than (40) days nor earlier than twenty (20) days before the introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Origination:

Petition Requesting Annexation by Area Landowners

Financial Consideration:

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

Staff Recommendation:

It is recommended that the schedule for annexation be approved and that the required public hearings be set for the July 17th regular City Council meeting, a called City Council meeting on Monday, July 31st, and the regular City Council meeting on August 21st.

Alternatives:

None proposed

Attachments

Annexation Scheduling Plan - Kings Ridge

Petition Requesting Annexation by Area Landowners

Aerial Location Map - Kings Ridge Annexation Area

ANNEXATION SCHEDULING PLAN

Wednesday, July 5, 2017.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, July 6, 2017.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Thursday, July 13, 2017.....	Post notice of 1 st Public Hearing under the Open Meetings Act.
Monday, July 17, 2017.....	City Council's 1 st Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
Thursday, July 20, 2017	Post notice on City's website, newspaper and City Hall for City Council's 2 nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Thursday, July 27, 2017.....	Post notice of 2 nd Public Hearing under the Open Meetings Act.
Monday, July 31, 2017.....	City Council's 2 nd Public Hearing on intent to annex and service plan.* (Called Council Meeting)
Thursday, August 17, 2017.....	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
Monday, August 21, 2017.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

* If more than twenty (20) adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one (1) of the public hearings must be held in the area to be annexed.



TATE REHMET LAW OFFICE PC

Trustworthy Representation for Your Injury Case

NORTH TEXAS SOUTHERN OKLAHOMA

2902 N. U.S. Highway 75 ■ Sherman, Texas 75090

ShermanAccidentLaw.com ■ Tel: 903-892-4440 ■ Fax: 903-893-5558

ATTORNEYS AT LAW

Tim Tate

Christopher Rehmet

Claire Tate Rehmet

J. Bart Smith

May 30, 2017

VIA HAND DELIVERY

Mr. Robby Hefton

City of Sherman

220 W Mulberry Street

Sherman, TX 75090

RE: Kings Ridge; Plat Recorded in Vol. 20, Pg. 142-143

Dear Mr. Hefton,

Enclosed, please find the Petition Requesting Annexation of the 20 lots and 20 acres regarding the Kings Ridge Addition.

If you have any questions or concerns please call at your convenience. Thank you.

Best Regards,

Claire Tate Rehmet

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF SHERMAN, TEXAS:

The undersigned owner(s) of the hereinafter described tract(s) of land, hereby waive the requirement to be offered a development agreement pursuant to Local Government Code Section 43.035 (if applicable), and petition your honorable Body to extend the present city limits so as to include as part of the City of Sherman, Texas, the following described territory, to wit:

Kings Ridge; Plat Recorded in Vol. 20, Pg. 142-143, PRGCT

~~A portion of an 8.1-acre tract in the Bacon Fielding Survey, Abs. 120~~ 

~~A portion of a 20-acre tract in the Bacon Fielding Svy., Abs. 120 and J.B. McAnair Svy., Abs. 763~~

Totaling an approximate ~~22.17~~ acres, more or less

20 

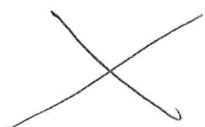
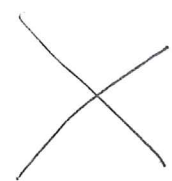
I(we) certify that the above described tracts of land are contiguous and adjacent to the City of Sherman, Texas, that this petition has been circulated to the real property owners having an ownership interest in said land and I(we) are among said owners.

Signed:

Owner Name	Address	Legal Description	Signature
TATE ROBERT J	324 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 1, ACRES 1.23 (PROPERTY ID: 349829)	
TATE ROBERT J	338 NORWOOD CIR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 2, ACRES 1.07 (PROPERTY ID: 349830)	
TATE ROBERT J	352 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 3, ACRES 1.07 (PROPERTY ID: 349831)	
TATE ROBERT J	368 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 4, ACRES 1.07 (PROPERTY ID: 349832)	

Owner Name	Address	Legal Description	Signature
TATE ROBERT J	372 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 5, ACRES 1.07 (PROPERTY ID: 349833)	
TATE ROBERT J	402 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 6, ACRES 1.07 (PROPERTY ID: 349834)	
TATE ROBERT J	416 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 7, ACRES 1.6 (PROPERTY ID: 349835)	
TATE ROBERT J	448 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 8, ACRES 1.0 (PROPERTY ID: 349836)	
TATE ROBERT J	456 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 9, ACRES 1.0 (PROPERTY ID: 349837)	
TATE ROBERT J	474 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 10, ACRES 1.0 (PROPERTY ID: 349838)	
TATE ROBERT J	492 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 11, ACRES 1.0 (PROPERTY ID: 349839)	
TATE ROBERT J	522 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 12, ACRES 1.0 (PROPERTY ID: 349840)	

Owner Name	Address	Legal Description	Signature
TATE ROBERT J	528 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 13, ACRES 1.0 (PROPERTY ID: 349841)	
TATE ROBERT J	544 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 14, ACRES 1.0 (PROPERTY ID: 349842)	
TATE ROBERT J	556 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 15, ACRES 1.0 (PROPERTY ID: 349843)	
TATE CONSTRUCTION INC	562 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 16, ACRES 1.0 (PROPERTY ID: 349844)	
TATE CONSTRUCTION INC	568 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 17, ACRES 1.0 (PROPERTY ID: 349845)	
TATE CONSTRUCTION INC	608 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 18, ACRES 1.0 (PROPERTY ID: 349846)	
TATE CONSTRUCTION INC	616 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 19, ACRES 1.0 (PROPERTY ID: 349847)	
TATE CONSTRUCTION INC	636 NORWOOD DR SHERMAN, TX	KINGS RIDGE, BLOCK 1, LOT 20, ACRES 1.0 (PROPERTY ID: 349848)	

Owner Name	Address	Legal Description	Signature
TATE ROBERT J ETUX SANDRA	CHATEAU CIR SHERMAN, TX	A PORTION OF G-0120 BACON FIELDING A- G0120, ACRES 8.1000 (PROPERTY ID: 120840)	
REHMET CHRISTOPHER ETUX CLAIRE TATE	20 CHATEAU CIR SHERMAN, TX	A PORTION OF G-0120 BACON FIELDING A- G0120, ACRES 20.00, & JB MCANAI A-0763, PREVIOUS GEO #138 0763062 (PROPERTY ID: 121100)	

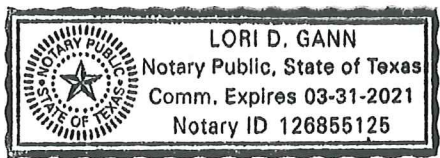
THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared:

Robert J. Tate by Carrie Tate Belmont
attorney in fact for Robert J. Tate

known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of May, 2017.

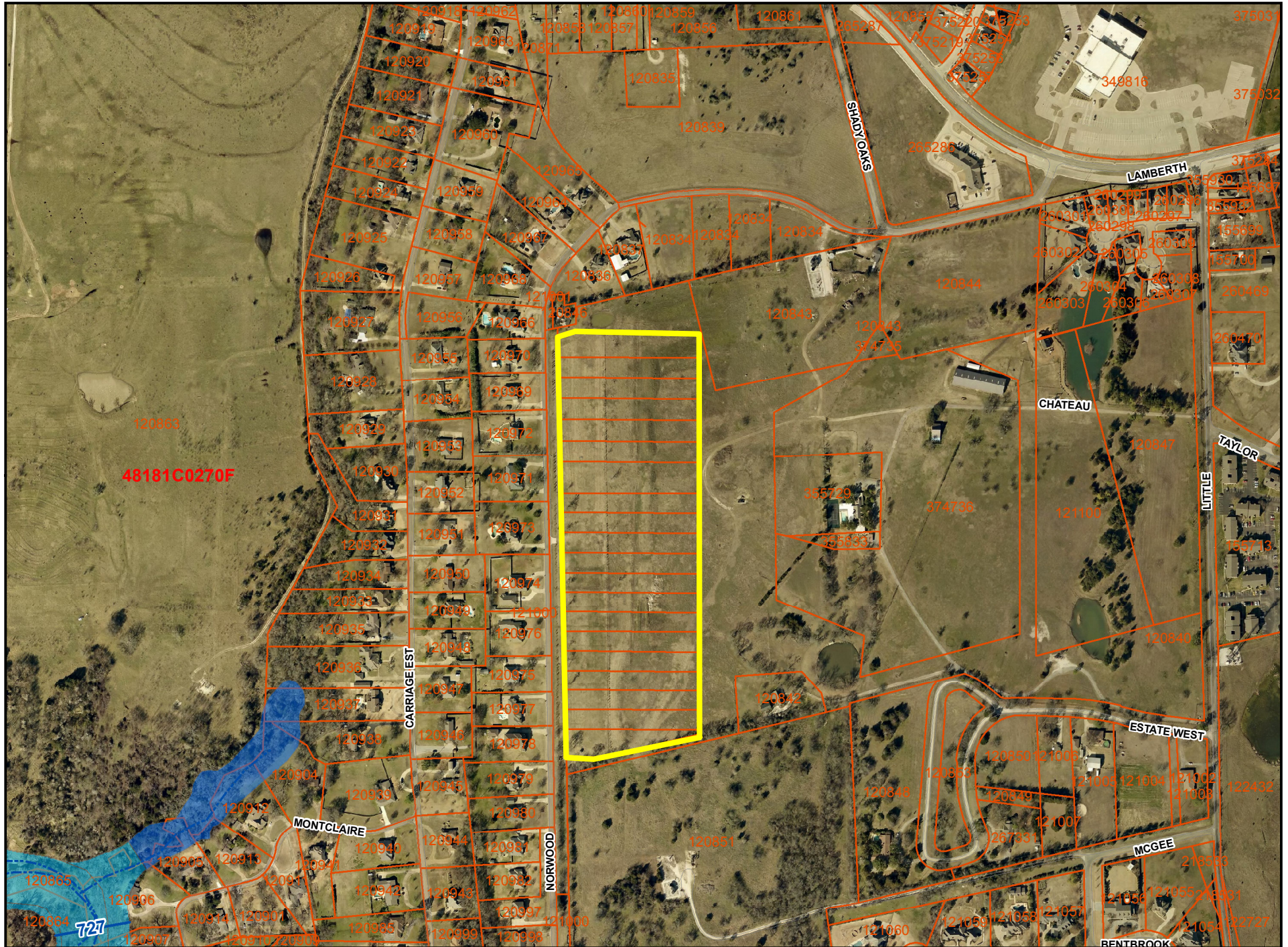


Lori D. Gann

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

	Notarization Date/Time	Document Date	Type of Notarization	Name of Signer	Signer's Signature	Signer's Address and Telephone Number
65	10/10/16 1:25pm	10/10/16	Rec/Bill Affidant	Larry Marklin	<i>Marklin</i>	1405 W. Houston St 903 Sherman, Tx 75092 893-4111
66	10/20/16 1:30pm	10/20/16	Passport	Tracy McCoy	<i>Tracy McCoy</i>	1906 Thomas Lee Rd 903 Bonham, Tx 75418 819-90
67	10/28/16 2:50pm	10/28/16	Rec/Bill Affidant	Larry Marklin	<i>Marklin</i>	1405 W. Houston St 903 Sherman, Tx 75092 893-4111
68	11/18/16	11/18/16	Rec/Bill Aff	Larry Marklin	<i>Marklin</i>	"
69	5/30/17	5/30/17	Petition Re Annexation by Area Landowners	Robert J. Tate by Claire Tate Rehmet attorney in fact for Robert J. Tate	<i>C. Rehmet</i>	2902 H. US Hwy 75 Sherman, Tx 75090
70						
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80						

King's Ridge Addition Annexation



1 inch = 500 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H.2.

Meeting Date: 06/05/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Site Plan Approval and Exception for Tyson Fresh Meats, Inc., Owners; and Jim Casstevens, Representative; under Ordinance No. 2252, Article IV, Section 410(2)(j) for the Construction of a Storage Building for Tyson Fresh Meats and an Exception under Ordinance No. 2252, Article IV, Section 410 (2) (m) to Allow Painted "R" Type Panels on the Storage Building in Lieu of the Required Masonry in the Blalock Industrial Park District at 4700 South U.S. Highway 75

Issue:

Site plan approval for a storage building for Tyson Fresh Meats, Inc. and an exception to allow painted "R" type panels on the storage building for Tyson Fresh Meats in lieu of the required masonry in the Blalock Industrial Park at 4700 South U.S. Highway 75

Background:

The property is located at 4700 South U.S. Highway 75 in the Blalock Industrial Park. Tyson Fresh Meats is the tenant at this location; and they would like to construct a 60' x 120' storage building; the exterior finish on the building will be painted "R" type panels. The building will be behind the main plant building and will not be visible from U.S. Highway 75. There is also an earth berm in the back blocking the view from Howe Drive.

Origination:

Tyson Fresh Meats, Inc. (Owners)
Jim Casstevens (Representative)

Financial Consideration:

None

Staff Recommendation:

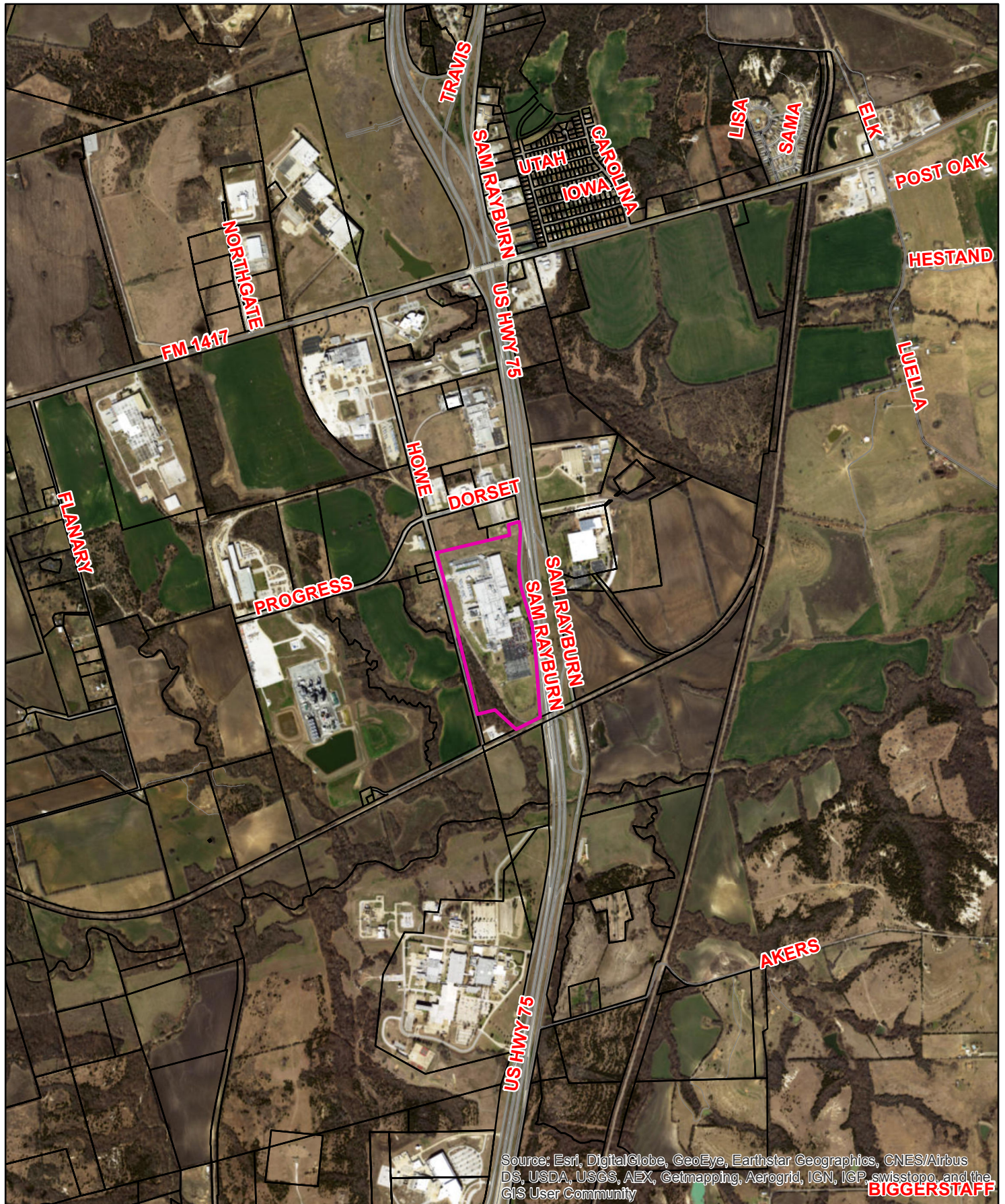
At the May 16, 2017 regular meeting, the Planning & Zoning Board voted 7/0 to recommend to the City Council that the site plan and exception be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Elevations
Staff Review Letter
P&Z Communication



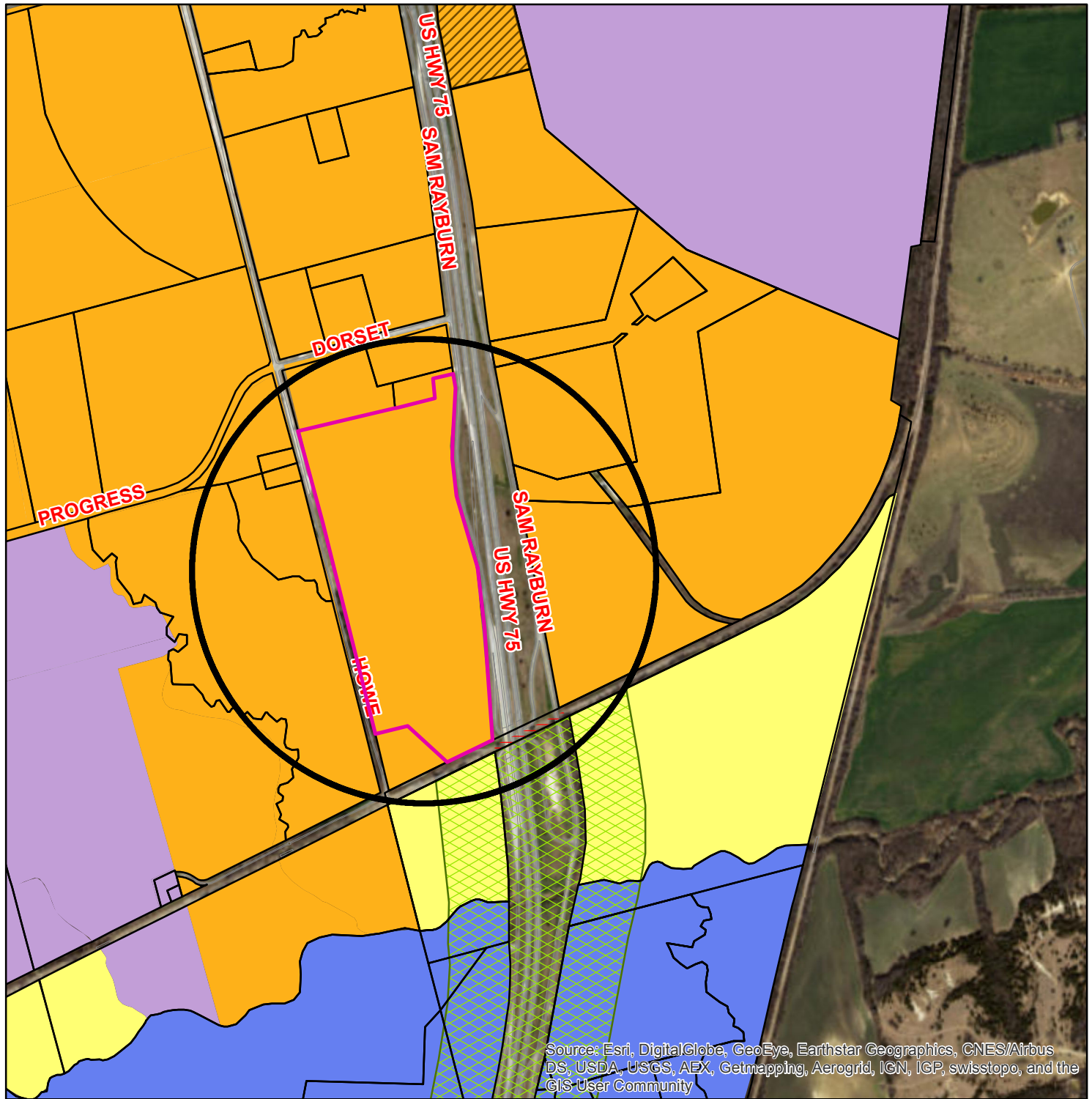
Sherman
CLASSIC TOWN. BROAD HORIZON.

4700 S. U.S. Highway 75



1 in = 2,000 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 4700 S. U.S. Highway 75

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

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



City of Sherman, Texas
Developmental Services Department

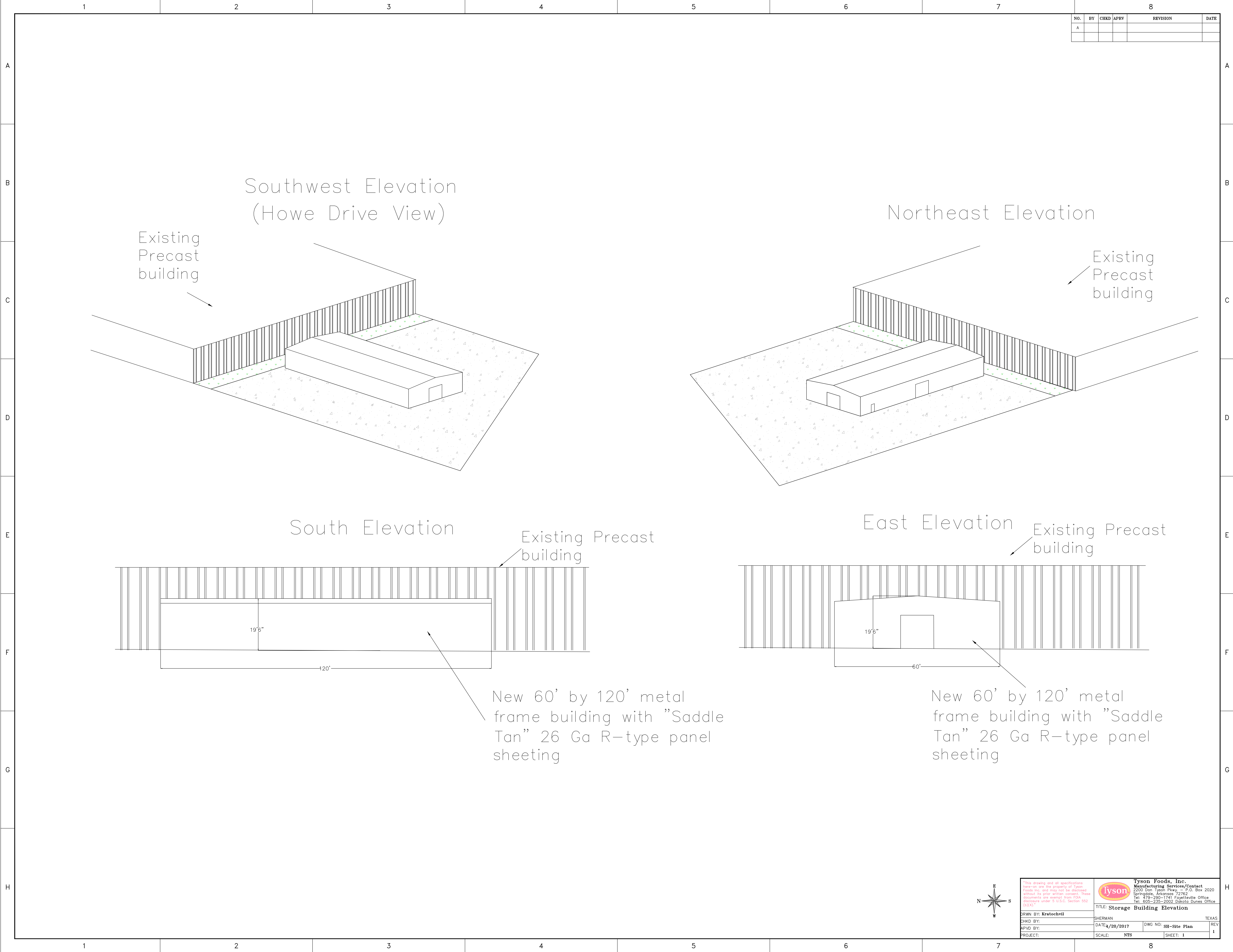


NOT TO SCALE

1 in = 1,162 ft

4700 S. U.S. Highway 75





STAFF REVIEW LETTER

May 10, 2017

Tyson Foods
4700 S. Highway 75
Sherman, TX 75090

Tyson Foods
Jim Casstevens
4700 S. Highway 75
Sherman, TX 75090

Dear Applicants,

The request for site plan approval for a storage building for Tyson Fresh Meats for the property located at 4700 South U.S. Highway 75, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, May 16, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the Blalock Industrial Park District Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. Exterior wall finishes shall be masonry, concrete, stone, or EFIS (Exterior Finish Insulation System) unless an exception is granted.
4. Shall comply with all EPA, City, Federal and State regulations for this use.
5. Review the zoning and development ordinance for additional requirements.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Don Keene, Asst. City Manager

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Director of Public Services
Amber Doan, Engineering Coordinator



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

Agenda Item No. 12.

Meeting Date: 05/16/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

4700 S. U.S. HIGHWAY 75

The request of Tyson Fresh Meats, Inc. (Owners) and Jim Casstevens (Representative) concerning the property located at 4700 South U.S. Highway 75, being 73.76 acres in the Sherod Dunman Survey, Abstract No. 329, and in Tract 2 of the Blalock Industrial Park, as follows:

Planning and Zoning Commission

- Site plan approval to Ordinance No. 2252 Article IV Section 410 (2) (j) for a storage building for Tyson Fresh Meats in the Blalock Industrial Park.
- Exception to Ordinance No. 2252 Article IV, Section 410 (2) (m) to allow painted "R" type panels on a storage building for Tyson Fresh Meats in lieu of the required masonry in the Blalock Industrial Park.

Background:

The property is located at 4700 South U.S. Highway 75 in the Blalock Industrial Park; Tyson Fresh Meats is the tenant. They would like to add a 60' x 120' storage building on the back of the building; the exterior finish on the building will be "R" type panels.

The following requests have been approved for the property at 4700 South U.S. Highway 75:

- August 21, 1972 - To allow metal panels on the exterior of the building, to exceed 300 square foot for a sign and to use a 40' separation instead of 55.7'.
- October 9, 1984 - To allow an incinerator building to be erected with a metal facing in lieu of the required masonry facing.
- January 22, 1996 - To not require masonry construction on a portion of the rear of the building.
- April 18, 2006 - To allow an employee parking lot on the south side of the plant, a lighted

- sign in front and an employee smoking area behind the cafeteria
- May 1, 2006 - To allow an employee parking lot on the south side of the plant, a lighted sign in front and an employee smoking area behind the cafeteria.
 - December 29, 2007 - To extend the parking area for trailer storage in the rear of the building.
 - January 7, 2008 - to extend the parking area for trailer storage in the rear of the building.
 - May 19, 2015 - Site plan approval for an expansion of the Truck Parking Lot.

Adjacent Zoning:

Blalock Industrial Park
R-1 (One Family Residential) District

Origination:

Tyson Fresh Meats, Inc. (Owners)
Jim Casstevens (Representative)

Master Plan Designation:

Business Park and Research – Business Park designation allows for compatibility with the use of the roadway and rail system for frequent truck and rail traffic. Industrial and office uses are the most appropriate and compatible land uses adjacent to a truck route and the state road and/or rail system. Typical tenants of a business park and research center include light industrial manufacturing, wholesaling, warehouse facilities, light assembly plants, research and development firms and distribution centers.

Number of notices mailed:

39

Objections Received:

0

Attachments

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H.3.

Meeting Date: 06/05/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Vacation of Plat Approval of Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 & 4, Block 4, W.P. Carter's Addition, being Lots 1R, 2R, & 3R, Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 & 4, Block 4, W.P. Carter's Addition; Lazy L. Enterprises, Owners; and Helvey-Wagner Surveying, Inc., Surveyor (600 block of East Carter Street and 802 North Throckmorton Street)

Issue:

To consider vacation of the Plat for the Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 & 4, Block 4, W.P. Carter's Addition

Background:

The property is located in the 600 block of East Carter Street, also addressed as 802 North Throckmorton Street; the northwest corner of Throckmorton and Carter Streets. The property is zoned an R-1 (One Family Residential) District and is also located in the College Park Overlay District. The property was replatted from four lots to three lots on December 8, 2014, recorded in Volume 22, Pages 179 and 180 in the Grayson County Plat Records. The owners are requesting to vacate that replat.

Origination:

Lazy L. Enterprises (Owners)
Helvey-Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 16, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Vacation of the Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

Zoning Map

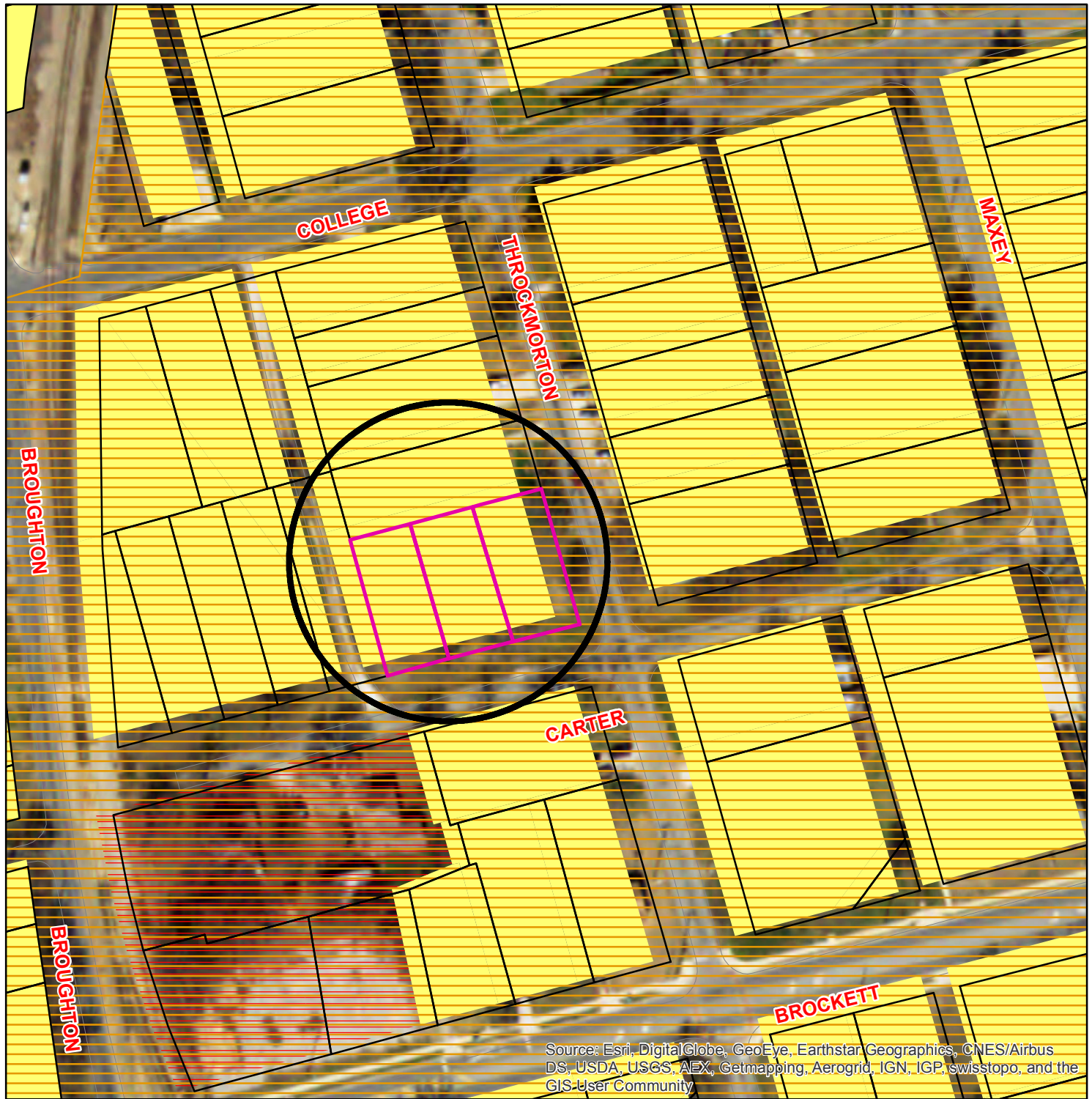
Original Plat

Site Plan

Replat

Vacating Declaration

P&Z Communication



Zoning - 600 Blks. E. Carter & 802 N. Throckmorton Austin Park Addition, Phase II

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Unknown

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



City of Sherman, Texas
Developmental Services Department



1 in = 100 ft

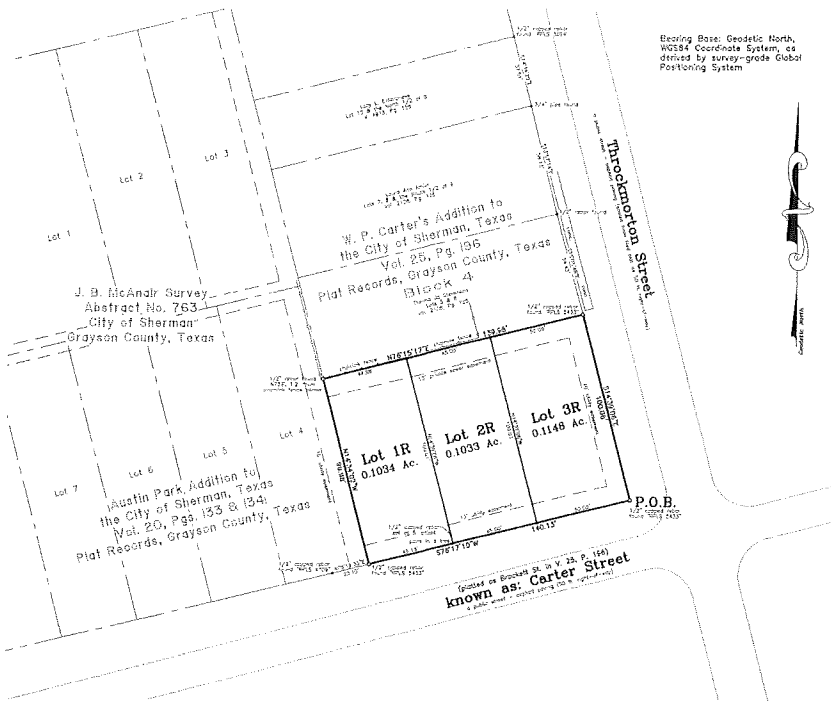
E.S. PUTMAN'S ADDITION
TO
CITY OF SHERMAN
VOL 96 PAGE 32

TUCK ST
HURT ST
DORCHESTER ST
DUGAN ST
BLED SOE ST
CLAYCROFT ST
POETER ST
WILLOW ST
RICHARDS ST
MAXEY ST
THROCKMORTON ST
BRIGHTON ST
COLLIER ST
CARTER ST

W.P. CARTER'S ADDITION
TO
CITY OF SHERMAN
VOL 25 PAGE 196

[illegible]



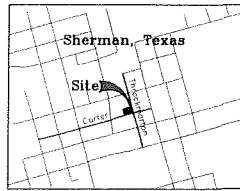
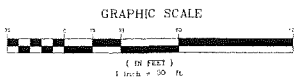


Austin Park Addition, Phase II
being a Replat of Lots 1, 2, 3 & 4, Block 4
W. P. Carter's Addition
to
the City of Sherman, Texas
0.3215 Acres
in the
J. B. McAnair Survey
Abstract No. 763

General Notes:

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service to be provided by Onyx Electric Delivery Co.
4. The property shown on this plat herein lies within a Zone "X" (area determined to be outside 500-year floodplain) designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 481400050 F, Revised Date: September 24, 2010.
5. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.

Healey & Associates Surveying, Inc.
 222 W. Main St.
 Denison, Texas 75020
 Ph (803) 463-6131 Fax (803) 463-4089
 Firm Registration No. 10098100
 Texas Board of Professional Land Surveying



SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the J. B. McAnair Survey, Abstract No. 763, and being a replat of Lots 1, 2, 3 and 4, Block 4, W. P. Carter's Addition to the City of Sherman, Texas, as per plat of record in Volume 25, Page 196, Plat Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found stamped "RPLS 5433" at the intersection of the North line of Carter Street (platted as Blocklet St. in said Vol. 25, Pg. 196) with the West line of Throckmorton Street, at the Southeast corner of both said Lot 1 and the herein described tract;

THENCE South 76 deg. 17 min. 10 sec. West, with the North line of said Carter Street and the South line of said Lot 1, a distance of 140.13 ft. to a 1/2 inch capped rebar found stamped "RPLS 5433" at the Southeast corner of Lot 4, Austin Park Addition to the City of Sherman, Texas, as per plat of record in Volume 20, Pages 133 and 134, said Plat Records, at the Southwest corner of both said Lot 1 and the herein described tract;

THENCE North 14 deg. 34 min. 02 sec. West, with the East line of said Lot 4, Austin Park Addition and the West lines of Lots 1, 2, 3 and 4, said Block 4, a distance of 99.98 ft. to a 1/2 inch rebar found at the Southwest corner of Lot 5, said Block 4, at the Northwest corner of both said Lot 4, Block 4 and the herein described tract;

THENCE North 76 deg. 15 min. 17 sec. East, with the South line of said Lot 5 and the North line of said Lot 4, a distance of 139.98 ft. to a 1/2 inch capped rebar found stamped "RPLS 5433" in the West line of said Throckmorton Street, at the Southeast corner of said Lot 5, at the Northeast corner of both said Lot 4 and the herein described tract;

THENCE South 14 deg. 39 min. 08 sec. East, with the West line of said Throckmorton Street and the East line of said Lots 4, 3, 2 and 1, said Block 4, a distance of 100.06 ft. to the **PLACE OF BEGINNING** and containing **0.3215 ACRES** of land.

I, Billy F. Healey, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property shown herein under my personal and direct supervision, and that the corner monumentation meets the standards set according to the Subdivision Regulations of the City of Sherman, Texas.

Billy F. Healey 10-28-14
 Billy F. Healey, R. P. L. S. No. 4488 Date:



I, William Rogers, Authorized Agent for Lazy L Enterprises, owner of Austin Park Addition, Phase II, to the City of Sherman, Texas, do hereby dedicate the streets and easements shown herein to the public use forever.

William Rogers
 William Rogers

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared William Rogers, 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 expressed and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of December, 2014.

Lisa Whitfield
 Lisa Whitfield
 Notary Public, Grayson County, Texas



City of Sherman

This, the final plat of Austin Park Addition, Phase II, to the City of Sherman, Texas, is hereby approved this 21st day of October, 2014, by the Planning and Zoning Commission of the City of Sherman, Texas.

J. Liles *Jeff Shadden*
 Chairman Secretary

This, the final plat of Austin Park Addition, Phase II, to the City of Sherman, Texas, is hereby approved this 17th day of November, 2014, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: *Carleen Wadsworth* 11-5-14
 MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Austin Park Addition, Phase II, to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the 17th day of November, 2014, and that the City Council, by formal action, then and there accepted the dedication of all easements, and other public areas, as shown and set forth in and upon said plat; and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as here above subscribed.

CERTIFIED THIS 5th DAY OF December, 2014, BY *Beide Ashby*
 CITY CLERK, CITY OF SHERMAN, TEXAS



VACATING DECLARATION

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

Vacation Declaration for the Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 & 4, Block 4, W.P. Carter's Addition. Known all men by these presents that I (we), the undersigned, hereby acknowledge that I am (we are) the owner(s) of all the land and/or lots or portions of lots known as the Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 & 4, Block 4, W.P. Carter's Addition (a copy of which is attached hereto), December 5, 2014, and recorded in Volume 22, Pages 179-180, on December 8, 2014, Grayson County Plat Records.

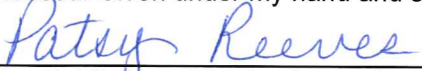
In accordance with Vernon's Texas Codes Annotated, Local Government Code Section 212.013 the undersigned hereby declares such plat (or a portion of such plat as described below) known as the Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 & 4, Block 4, W.P. Carter's Addition, is to be vacated. It is the intent of the undersigned to nullify the force and effect of the recordation of the above referenced plat (or the portion described of the above referenced plat) by filing this vacation instrument in the Grayson County Plat Records to cause the County Clerk to write the word "Vacated" in plain, legible letters across the plat (or portion of the plat) so vacated.

Executed this 10th day of May, A.D., 2017.

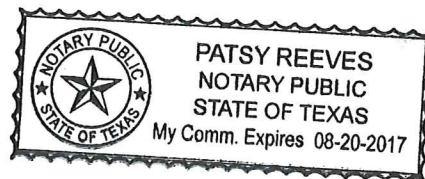

William Magers, Owner and authorized agent for Lazy L. Enterprises

State of Texas §
 §
County of Grayson §

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared William Magers, 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 purpose and consideration therein expressed. Given under my hand and seal of office, this 10th day of May, 2017.


Notary Public in and for the State of Texas

My Commission expires: 8/20/2017



This vacating declaration for the Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 & 4, Block 4, W.P. Carter's Addition., submitted to and considered by the City of Sherman, Texas is hereby approved.

Approved by the Planning and Zoning Commission of Sherman, Texas on the _____ day of _____, 2017

By: _____
Planning and Zoning Chairman

By: _____
Secretary

Accepted by the City Council of the City of Sherman, Texas on the _____ day of _____, 2017.

By: _____
David Plyler, Mayor

Date: _____

Attest: _____
Linda Ashby, City Clerk

Date: _____



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

Agenda Item No. 5.

Meeting Date: 05/16/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 600 BLOCK E. CARTER STREET & 802 N. THROCKMORTON STREET**

The request of Lazy L. Enterprises (Owners) and Helvey-Wagner Surveying (Surveyor) concerning the property located in the 600 block of East Carter Street and 802 North Throckmorton Street, being Lots 1R, 2R, & 3R, Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 & 4, Block 4, W.P. Carter's Addition, as follows:

Planning and Zoning Commission

Vacation of Plat – Austin Park Addition, Phase II, being a Replat of Lots 1, 2, 3 & 4, Block 4, W.P. Carter's Addition.

Background:

The property is located in the 600 block of East Carter Street, also addressed as 802 North Throckmorton Street; the northwest corner of Throckmorton and Carter Streets. The property is zoned an R-1 (One Family Residential) District and also located in the College Park Overlay District. The property was replatted from four lots to three lots, December 8, 2014, recorded in Volume 22, Pages 179 and 180 in Grayson County Plat Records. The owner is requesting to vacate that replat.

Adjacent Zoning:

R-1 (One Family Residential) District

C-2 (General Commercial) District

Origination:

Lazy L. Enterprises (Owners)

Helvey-Wagner Surveying (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map
Zoning Map
Austin Park Addition Phase II
WP Carters Addition
Site Plan
Vacating Declaration



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H.4.

Meeting Date: 06/05/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Christian College Addition, Block 16, Lot 1R, being all of Lots 1, 3, 5 & 7, Block 16, Christian College Addition; Seraj Ali and Maynah S. Ali, Owners; and Preston Trail Land Surveying, Surveyor (1802 East Houston Street and 1809 East Lamar Street)

Issue:

To consider Replat approval of Christian College Addition, Block 16, Lot 1R, being all of Lots 1, 3, 5 & 7, Block 16, Christian College Addition, located at 1802 East Houston Street and 1809 East Lamar Street

Background:

The property is located at 1802 East Houston Street and 1809 East Lamar Street and is zoned a C-1 (Retail Business) District. The owners would like to replat four lots into one lot for commercial development.

Origination:

Seraj Ali and Amynah S. Ali (Owners)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 16, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication



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

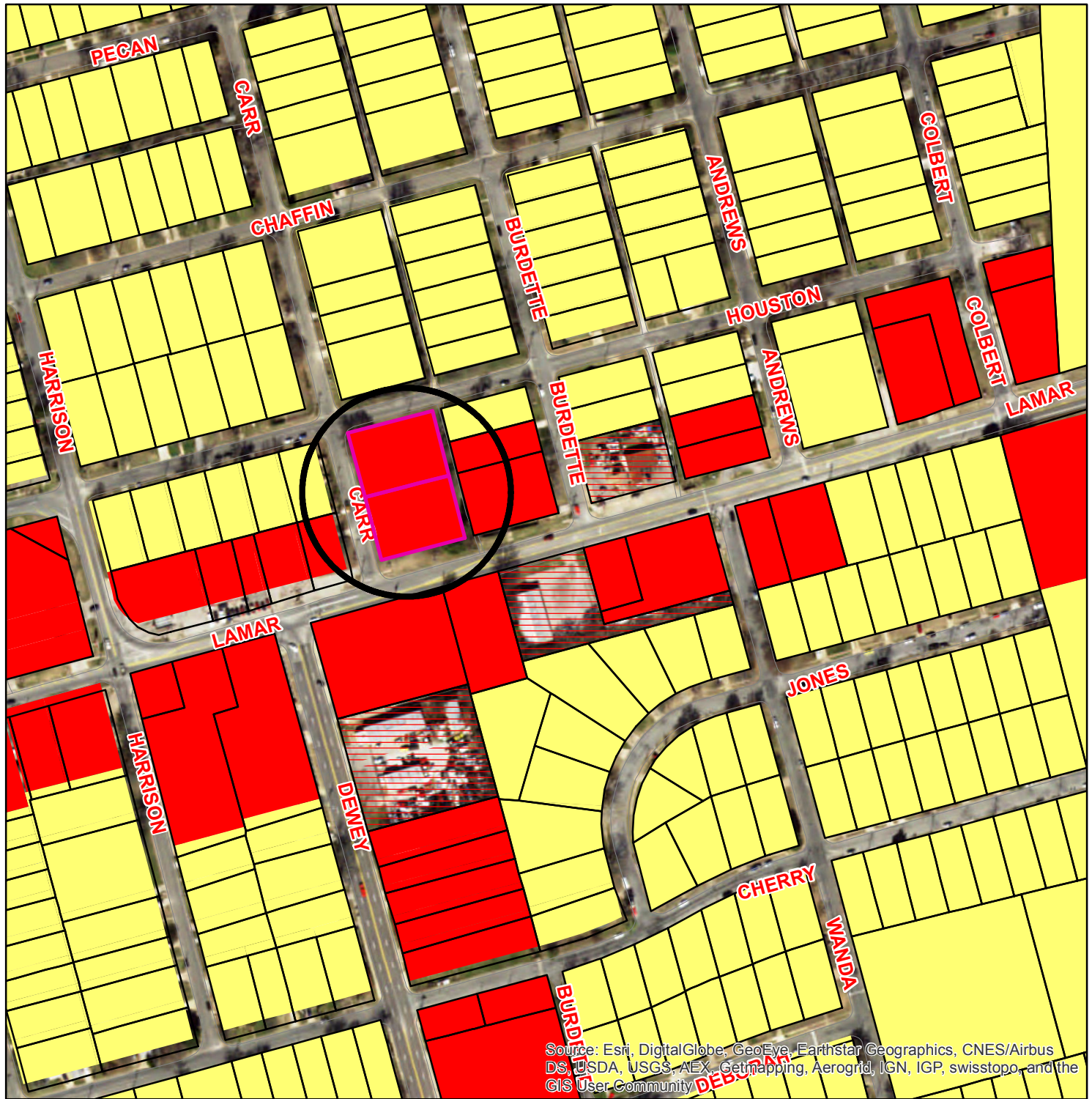


1802 E Houston & 1809 E. Lamar Replat Christian College Addition



1 in = 400 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 1802 E. Houston & 1809 E. Lamar Replat Christian College Addition

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Unknown

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



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 242 ft

1802 E. Houston & 1809 E. Lamar



STAFF REVIEW LETTER

May 9, 2017

Seraj Ali and Amynah S. Ali
11422 Harry Hines Blvd.
Dallas, TX 75229

Preston Trail Land Surveying
83493 N. S.H. 289, Suite 5
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Replat of Christian College Addition, Block 16, Lot 1R has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, May 16, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to TxDOT and City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Remove buildings and structures from Replat.
6. The City of Sherman does not maintain alleys.
7. Show existing lot lines on plat.
8. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
9. 2 Mylars must be submitted in 24"x36" size for recording. 1 mylar must be split to be 2-12"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylars must look the same with the exception of the split line down the middle. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars.

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

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager



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

Agenda Item No. 6.

Meeting Date: 05/16/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 1802 E HOUSTON STREET & 1809 E LAMAR STREET**

The request of Seraj Ali and Aynah S. Ali (Owners) and Preston Trail Land Surveying (Surveyor) concerning the property at 1802 East Houston Street and 1809 East Lamar Street, being all of Lots 1, 3, 5 and 7, Block 16, Christian College Addition, as follows;

Planning and Zoning Commission

Replat approval of Christian College Addition, Block 16, Lot 1R, being all of Lots 1, 3, 5 & 7, Block 16, Christian College Addition.

Background:

The property is located at 1802 East Houston Street and 1809 East Lamar Street and is zoned a C-1 (Retail Business) District, part of the property has been used as residential in the last few years with a Temporary Use Permit to allow a snow cone stand at 1802 East Houston Street. The house that was on the property was demolished earlier this year. The owner would like to replat four lots into one lot for commercial development.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

Origination:

Seraj Ali and Aynah S. Ali (Owners)

Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

142

Objections Received:

1 Call against Replat

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H.5.

Meeting Date: 06/05/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Lots 1 thru 4, Block A, Green Mount 2nd Addition, being 0.717 acres in the J.B. McAnair Survey, Abstract No. 763; EMR Real Estate, LLC, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (833 West Pecan Street and 407 North Ricketts Street)

Issue:

To consider Replat approval of Lots 1 thru 4, Block A, Green Mount 2nd Addition, being 0.717 acres in the J.B. McAnair Survey, Abstract No. 763 located at 833 West Pecan Street and 407 North Ricketts Street

Background:

The property is located at 833 West Pecan Street and 407 North Ricketts Street; the northeast corner of Pecan and Ricketts Streets, and is zoned an R-1 (One Family Residential) District. The owner would like to replat the property into two lots for residential development.

Origination:

EMR Real Estate LLC (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

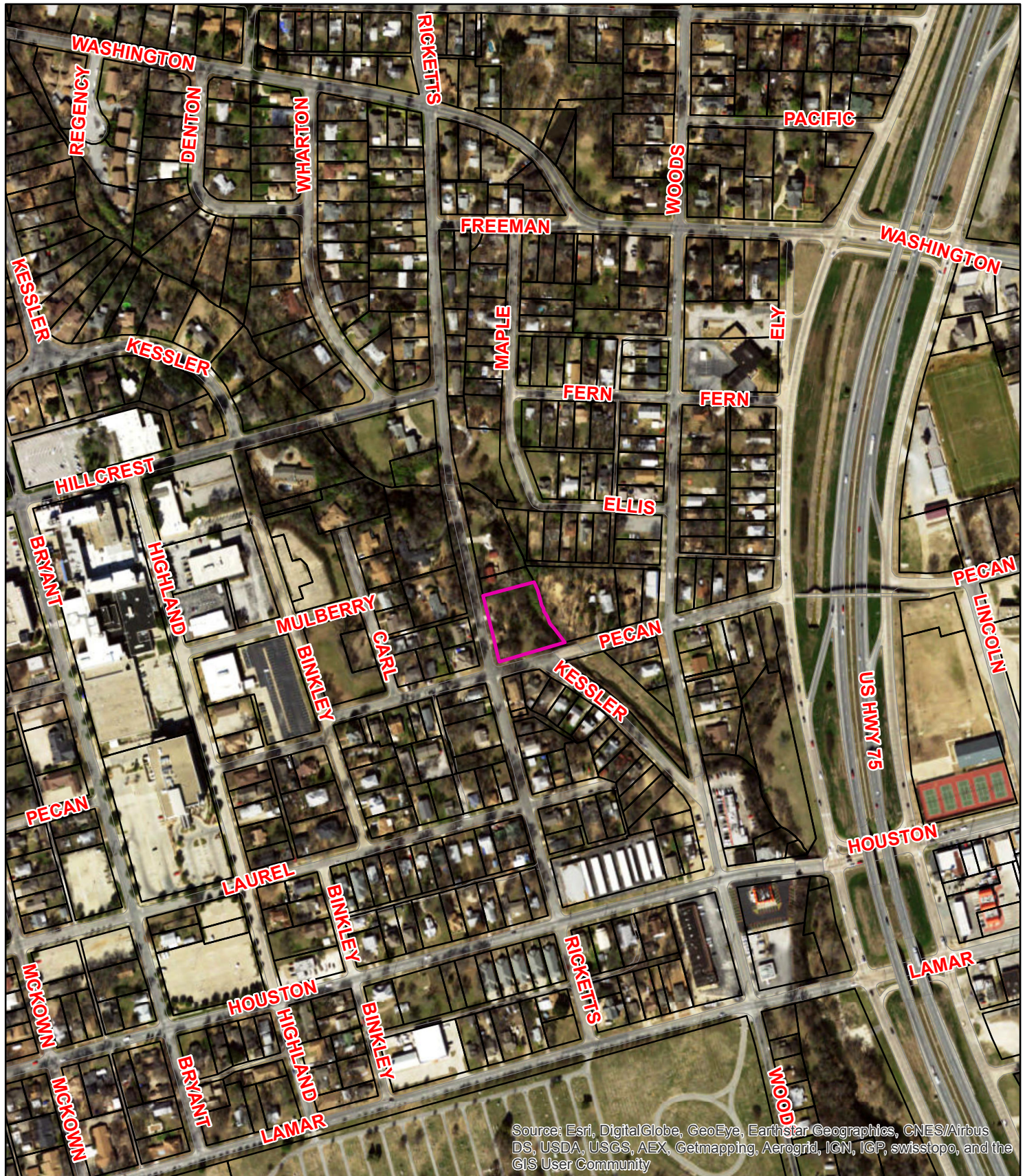
At the May 16, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

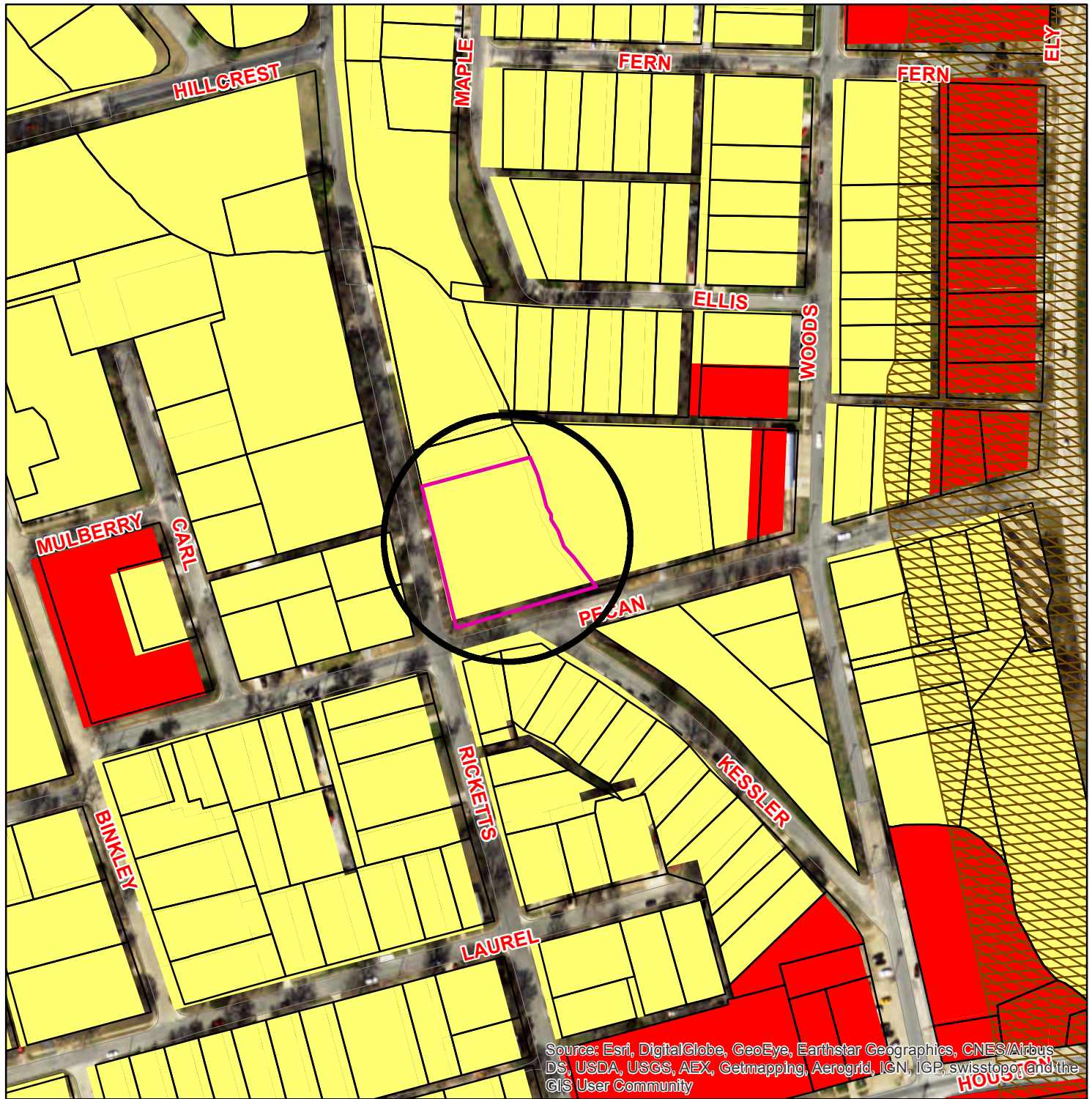
Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication



833 W. Pecan & 407 N. Ricketts
Replat Lots 1-4, Block A, Greenmount 2nd Addition



1 in = 400 ft



833 W. Pecan & 407 N. Ricketts Replat Lots 1-4, Block A, Greenmount 2nd Addition

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Unknown

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



City of Sherman, Texas
Developmental Services Department

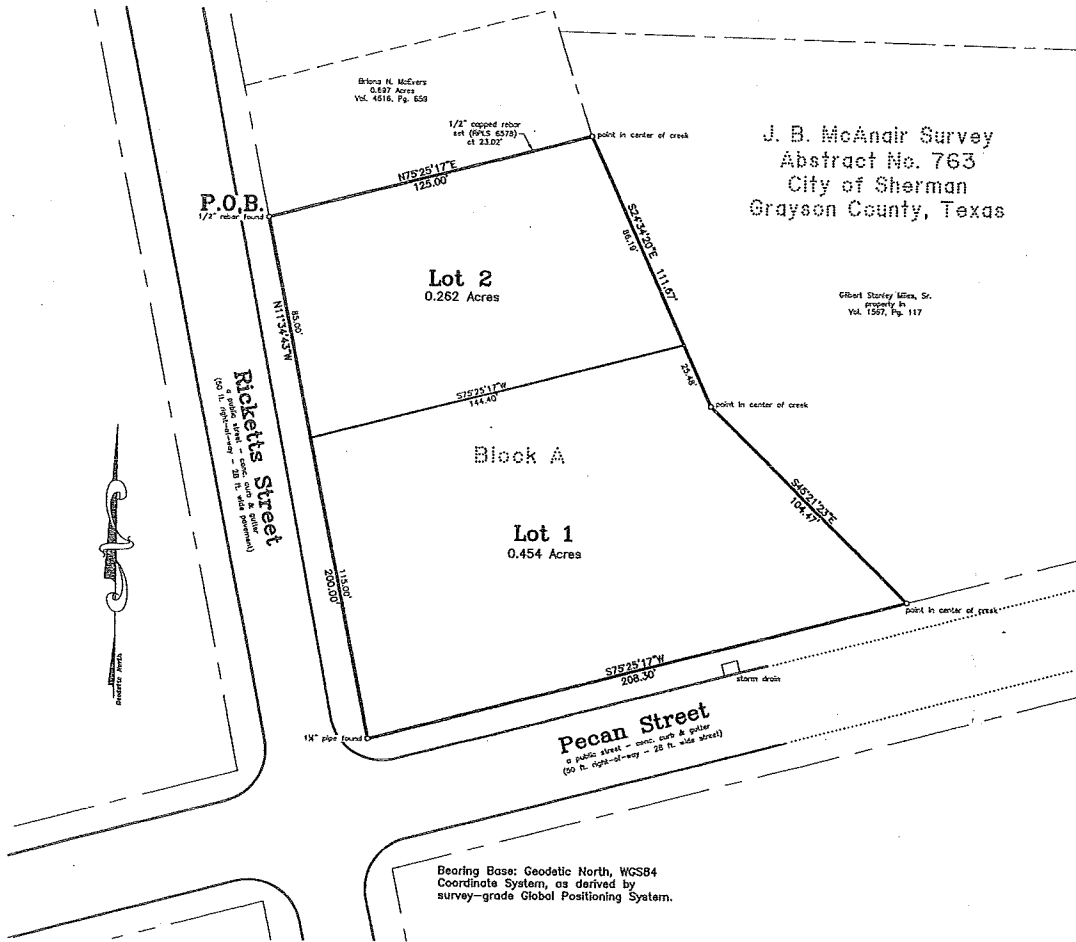


NOT TO SCALE

1 in = 200 ft

407 N. Ricketts & 833 W. Pecan





Replat of Lots 1 thru 4, Block A Green Mount 2nd Addition

to
City of Sherman
0.717 Acres

in the
J. B. McAnair Survey
Abstract No. 763

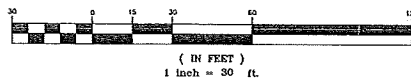
General Notes:

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery Company.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. A portion of the property shown on the plat hereon lies within a Zone "AE" 100-Year Flood Hazard Area Designation, as scaled from the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

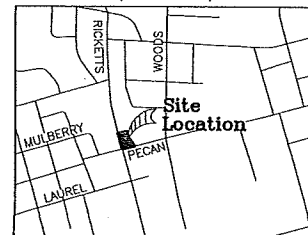
Bad GV Properties, LLC

Owner
P.O. Box 2531
Denton, Texas 76202

GRAPHIC SCALE



Vicinity Map
(not to scale)



STAFF REVIEW LETTER

May 9, 2017

EMR Real Estate, LLC
180 LeNeta Drive
Whitesboro, Texas 76273

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Replat of Green Mount 2nd Addition, Lots 1 thru 4, Block A has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, May 16, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
6. Change ownership on plat to EMR Real Estate, LLC.
7. All requirements of the Floodplain Ordinance should be followed.
8. Show Floodway and Floodplain on drawing.
9. Show Ownership block on subject properties.
10. Show existing lot lines on subject properties.
11. Verify and show all easements.
12. Require Floodway easements.
13. Acreage on legal description and drawing must match.
14. Verify location of sewer taps.
15. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
16. 2 Mylars must be submitted in 24"x36" size for recording. 1 mylar must be split to be 2-12"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylars must look the same with the exception of the split line down the middle. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars.

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

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager



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

Agenda Item No. 14.

Meeting Date: 05/16/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 833 W. PECAN STREET AND 407 N. RICKETTS STREET**

The request of EMR Real Estate LLC (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located at 833 West Pecan Street and 407 North Ricketts Street, being Lots 1-4, Block A, Green Mount 2nd Addition, as follows;

Planning and Zoning Board

Replat of Lots 1 thru 4, Block A, Greenmount 2nd Addition

Background:

The property is located at 833 West Pecan Street and 407 North Ricketts Street; the northeast corner of Pecan and Ricketts Streets and is zoned an R-1 (One Family Residential) District. The owner would like to replat the property into two lots for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

EMR Real Estate LLC (Owner)

Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

and

Natural – Natural areas are wooded or vegetated lands which are essentially untouched by development and still retain significant resources.

Number of notices mailed:

43

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H.6.

Meeting Date: 06/05/2017

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Lots 3 & 4 of the Replat of Fairview Park Patio Homes, Lots 1-7, being Lots 3 & 4 of the Replat of Fairview Park Patio Homes, Lots 1-7; Shreetejas, LLC, Owner; and William Davis Finney, Surveyor (1400 block of Park Place)

Issue:

To consider Replat approval of Lots 3 & 4 of the Replat of Fairview Park Patio Homes, Lots 1-7 located in the 1400 block of Park Place

Background:

The property is located in the 1400 block of Park Place, off West Taylor Street, and is zoned an R-2 (Multi-Family Residential) District. The owner would like to replat two lots into one lot to build an apartment complex on the lot.

Origination:

Shreetejas, LLC (Owner)

William Davis Finney (Surveyor)

Financial Consideration:

None

Staff Recommendation:

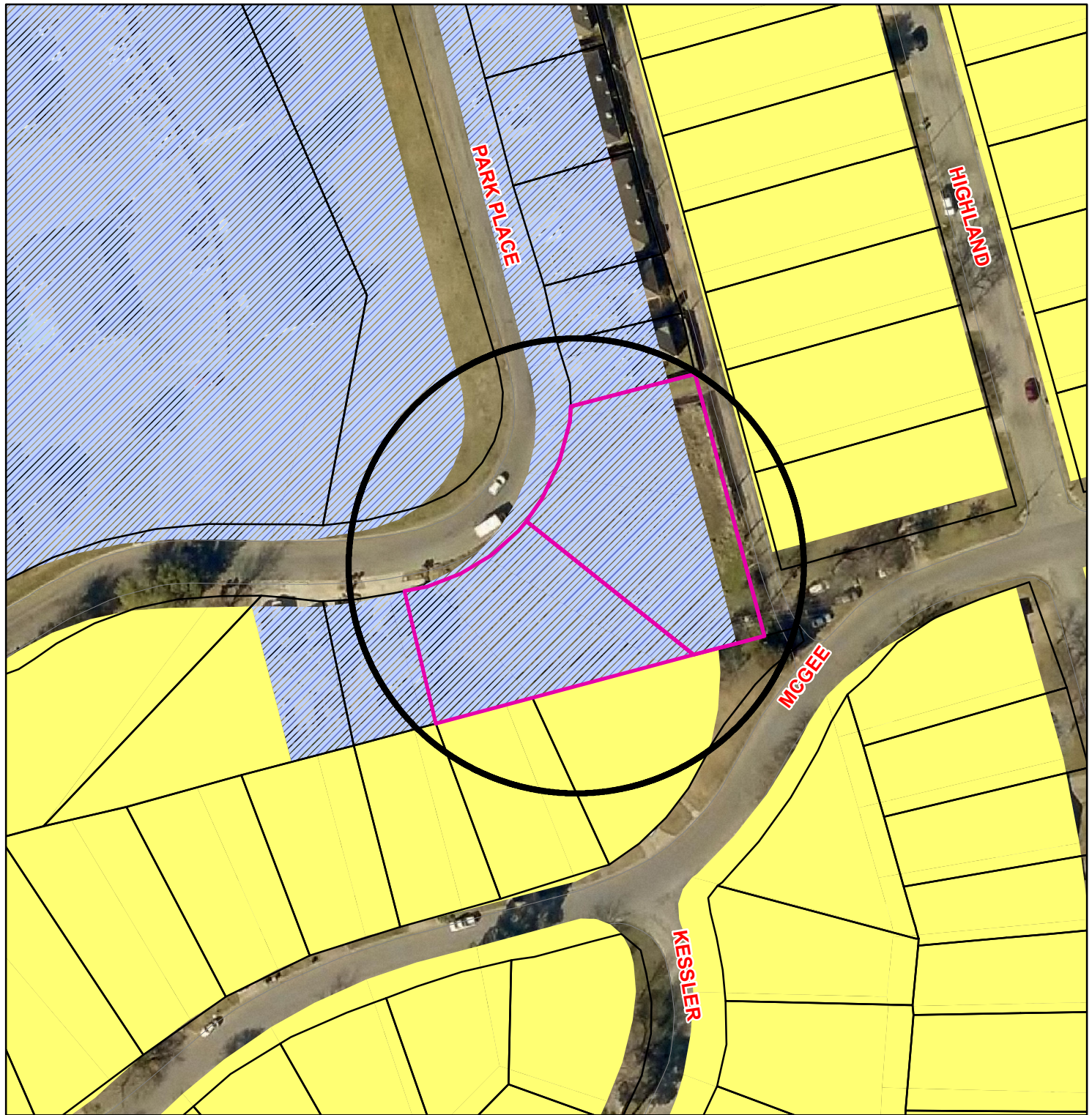
At the May 16, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication



Zoning - 1400 Block Park Place

Legend

Special Districts Overlay

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

Transportation Corridor Zoning Districts

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



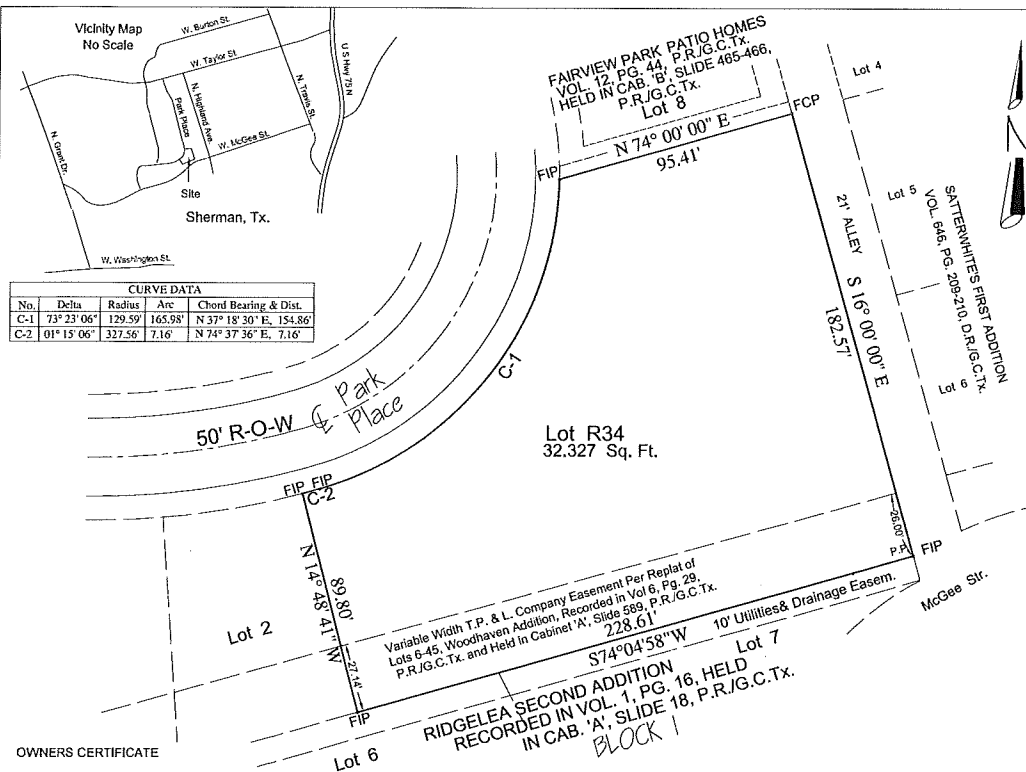
City of Sherman, Texas
Developmental Services Department



1 in = 100 ft

1400 Block Park Place





Graphic Scale: 1" = 50'



LEGEND

S.I.P. = SET IRON PIN
F.I.P. = FOUND IRON PIN
F.C.P. = FENCE CORNER POST
R.P./R/G.C.T.X. = REAL PROPERTY RECORDS GRAYSON COUNTY, TEXAS
P.R./G.C.T.X. = PLAT RECORDS GRAYSON COUNTY, TEXAS

BEARING BASIS ON THE MONUMENTED SOUTH BOUNDARY LINE OF
FAIRVIEW PARK PATIO HOMES, VOL. 12, PG. 44 & 45, P.R./G.C.T.X.

THESE LOTS ARE WITHIN ZONE 'X'. (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN, PER FLOOD INSURANCE
RATE MAP NUMBER 48181C0270 F, FOR GRAYSON COUNTY, TEXAS AND INCORPORATED AREAS. MAP REVISED: SEPTEMBER 28, 2010.
THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD
DAMAGE. ON RARE OCCASIONS GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL
CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ACKNOWLEDGEMENT

State of Texas)

County of Grayson)

Before me, the undersigned a Notary Public for the State of Texas, on this day personally appeared Sudhakar Alada, known to me to be the person whose name is
subscribed to the foregoing Instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes and considerations
therein expressed.

Witness my hand this _____ day of _____, 2017

SURVEYORS CERTIFICATE

I, William Davis Finney, a Registered Professional Land Surveyor, in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of
the land and that the corner monuments shown were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of
Sherman, Texas.

William Davis Finney Tx. RPLS # 3941

ACKNOWLEDGEMENT

State of Texas)

County of Grayson)

Before me, the undersigned a Notary Public for the State of Texas, on this day personally appeared William Davis Finney, known to me to be the person whose name is
subscribed to the foregoing Instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes and considerations
therein expressed.

Witness my hand this _____ day of _____, 2017

DEVELOPER / OWNER

Shreetejas, LLC
10007 Stone Harbor Way
Irving, Texas 75063

PLANNING & ZONING COMMISSION APPROVAL

Approved the _____ day of _____, 2017, by the City Planning and Zoning Commission of the
City of Sherman, Texas.

Chairman _____

Secretary _____

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS

Mayor, City of Sherman, Texas _____

Date _____

The undersigned, the City Clerk of the City of Sherman, Texas, hereby certifies that the foregoing final plat of Replat of Fairview Park Patio Homes, Lot 3 and Lot
4, Subdivision or Addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2017, and the City
Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and
said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, 2017.

City Clerk, City of Sherman, Texas _____

OWNERS CERTIFICATE

WHEREAS, Shreetejas LLC, is the owner of Lot 3 and Lot 4, of Replat of Fairview Park Patio Homes, Lots 1-7, to the City of Sherman, Grayson County, Texas, and in Volume 21, Page 85, Plat
Records of Grayson County, Texas, said Lots being conveyed by deed recorded in Volume 4904, Page 813, Real Property Records of Grayson County, Texas, and being more particularly described as
follows:

Beginning at an iron pin found with a cap marked RPLS 4987, at the Southeast corner of said Lot 4, at the Northeast corner of Lot 7, of Ridgelea Second Addition to the City of Sherman, per Plat recorded
in Volume 1, Page 16, Plat Records of Grayson County Texas, said Point-of-Beginning also being on the West line of an Alley;

THENCE South 74 degrees 04 minutes 58 seconds East, with the South line of said Lot 4 and Lot 3, with the north line of Lot 7 and Lot 8 of Ridgelea Second Addition, along and near a Chain Link Fence
and North of an iron pin found at the Southwest corner of said Lot 3 and the Southeast corner of Lot 2 of said Replat;

THENCE North 14 degrees 48 minutes 41 seconds West, with the West line of Lot 3 and the East line of Lot 2, a distance of 89.80 feet to an iron pin found on the South Right-of-Way Curve of Park
Place, (50 Feet wide);

THENCE with a curve to the left in said Right-of-Way, having a Delta Angle of 01 degrees 15 minutes 06 seconds, a Radius of 327.56 feet, an Arc Length of 7.16 feet, and a Chord of North 74 degrees
37 minutes 36 seconds East, 7.16 feet to an iron pin found at the beginning of another curve in said Right-of-Way;

THENCE with a curve to the left in said Right-of-Way, having a Delta Angle of 73 degrees 23 minutes 06 seconds, a Radius of 129.59 feet, an Arc Length of 165.98 feet, and a Chord of North 37 degrees
18 minutes 30 seconds East, 154.86 feet to an iron pin found at the Northwest Corner of Lot 4 and the Southwest Corner of Lot 8, of Fairview Park Patio Homes Addition, Phase One, to the City of
Sherman, Grayson County, Texas, Plat filed in Volume 12, Page 44, of the Plat Records of Grayson County, Texas;

Thence North 74 degrees 00 minutes 00 seconds East, with the North line of said Replat Lot 4, and the South line of said Original Plat Lot 8, along and near a wood fence part of the way, a distance of
95.41 feet to a wood fence corner post, on the West line of an Alley;

THENCE South 16 degrees 00 minutes 00 seconds East, with the East line of said Lot 4 and the West line of said Alley, along and near a Metal Fence part of the way, a distance of 157.46 feet to the
POINT-OF-BEGINNING and containing in all 32.327 square feet or 0.742 acre of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Shreetejas, LLC, the Owner, does hereby adopt this replat designating the hereinabove described property as the Replat of The Replat of Fairview Park Patio Homes, Lot 3 and Lot 4, an addition to
the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever the street, right-of-ways, road, drainage and utility easement as designated on this replat.

Witness my hand this _____ day of _____, 2017.

Sudhakar Alada
Manager

REPLAT OF LOT 3 AND LOT 4 OF REPLAT OF FAIRVIEW PARK PATIO HOMES,
LOTS 1-7, PER REPLAT FILED IN VOLUME 21, PAGE 85, PLAT RECORDS
OF GRAYSON COUNTY, TEXAS, ON PARK PLACE, IN SHERMAN, TEXAS
DATA LAND SERVICES CORP. REG. PROF. LAND SURVEYING
P.O. BOX 2110, FORNEY, TEXAS 75126
Ph. (972) 564-6166 Fax (972) 564-3079
Cell. (903) 815-2769 hlfinney@verizon.net
Job No.: 37-259
Scale: 1" = 50'
Drawn by: W.D.F.
Date: April 18, 2017



STAFF REVIEW LETTER

May 9, 2017

Shreetejas, LLC
10007 Stone Harbor Way
Irving, TX 75063

Data Land Services Corp.
P.O. Box 2110
Forney, Texas 75126

Dear Applicants,

The request for approval of the Replat of Lots 3&4 of Fairview Park Patio Homes has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, May 16, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Show Point of Beginning on drawing.
6. Drawing and legal description must match.
7. Correct square footage and show acreage on drawing.
8. Drawing must have an even scale.
9. The City of Sherman does not maintain alleys.
10. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
12. 2 Mylars must be submitted in 24"x36" size for recording. 1 mylar must be split to be 2-12"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylars must look the same with the exception of the split line down the middle. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars.

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

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal
Steve Ayers, Dir. Of Community and Support Services

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Don Keene, Asst. City Manager



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

Agenda Item No. 9.

Meeting Date: 05/16/2017

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

Clay Mahone, Chairman

Kyle Patterson, Vice-Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 1400 BLOCK PARK PLACE**

The request of Shreetejas, LLC (Owners) and William Davis Finney (Surveyor) concerning the property in the 1400 Blocks of Park Place, being Lots 3 & 4 of the Replat of Fairview Park Patio Homes, Lots 1-7, as follows;

Planning and Zoning Commission

Replat approval of Lot 3 & 4 of the Replat of Fairview Park Patio Homes , Lots 1-7.

Background:

The property is located in the 1400 Block of Park Place, off West Taylor Street and is zoned an R-2 (Multi-Family Residential) District. The owner would like to replat two lots into one lot to build an apartment complex on the lot.

Adjacent Zoning:

R-1 (One Family Residential) District

R-2 (Multi-Family Residential) District

Origination:

Shreetejas, LLC, Sudhakar Allada (Owner)

William Davis Finney (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

26

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H.7.

Meeting Date: 06/05/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Cancellation of the July 3, 2017 City Council Meeting

Issue:

To consider cancellation of the July 3rd City Council meeting

Background:

The City Council's first meeting in July falls on Monday, July 3rd, the day before the Independence Day holiday and the day of the City of Sherman's annual "Lights on the Lake" celebration at Pecan Grove Park. This meeting is not needed because there are no items needing immediate Council action.

Origination:

City Manager

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the City Council cancel the July 3rd City Council meeting.

Alternatives:

No alternatives are recommended.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 06/05/2017

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2017 Council Calendar

2017

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
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26	27	28				

MARCH						
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APRIL						
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30						

M A Y						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE						
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25	26	27	28	29	30	

JULY						
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23	24	25	26	27	28	29
30	31					

AUGUST						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	31			

SEPTEMBER						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
S	M	T	W	T	F	S
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5	6	7	8	9	10	11
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26	27	28	29	30		

DECEMBER						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1/2/2017	New Years Day/Called Council Meeting on 1/3/2017 - Cancelled
3/21/2017	Called Joint Meeting with SISD Board of Trustees
4/21/2017	Called Budget Planning Mtg in Council Chambers
5/22/2017	Called Council Meeting for Introduction, PH and Adoption of Annexation Ordinance (459.6 acre tract on Preston Club Drive in ETJ)
6/15-16/2017	Called Budget Workshop in Council Chambers
9/4/2017	Labor Day/Called Council Meeting on 9/5/2017

[illegible]