

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 4, 2015
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER JASON SOFEY**
- A. 3. INVOCATION BY COUNCIL MEMBER JASON SOFEY**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 20, 2015**

Proclamations

- B. 1. PROCLAMATION**
"Mental Health Awareness Month" – May 2015
- B. 2. PROCLAMATION**
"Police Week" – May 10-16, 2015

Public Hearing

- C. 1. PUBLIC HEARING**
Proposed Agreement with Kaiser Aluminum Fabricated Products, LLC for the Abatement of Ad Valorem Property Taxes for Improvements within Industrial Reinvestment Zone, Number 042015-1, City of Sherman, Texas

Close Public Hearing and Consider the Consent Agenda

- C. 2. 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

D. 1. RESOLUTION NO. 5967

Authorizing Execution of an Agreement with Kaiser Aluminum Fabricated Products, LLC for the Abatement of Ad Valorem Property Taxes for Improvements within Industrial Reinvestment Zone, Number 042015-1, City of Sherman, Texas

D. 2. RESOLUTION NO. 5968

Recognizing that the Portion of Highway named F.M. 1417, from U.S. Highway 75 to Old Luella Road, will be known as "Vietnam Veterans Parkway"

D. 3. * RESOLUTION NO. 5969

Authorizing Execution of an Agreement with Jessie M. Holt for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 502 East Centennial Street

D. 4. RESOLUTION NO. 5970

Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Transportation and Planning Services of the Heritage Parkway (FM 1417) Corridor

Change Orders

E. 1. * CHANGE ORDER NO. 1

Dorchester Trinity No. 10 Well Repairs; Weisinger Incorporated; \$9,828.00 Increase

Other Business

F. 1. OTHER BUSINESS

Receive Director of Public Works and Engineering Clay Barnett's Update on the Loy Lake Bridge Project

F. 2. OTHER BUSINESS

Receive staff report on the Regulation of Liquefied Petroleum Gas in the City Limits

F. 3. * OTHER BUSINESS

Consider Request of the 2015 Neighborhood Recreational Committee to Temporarily Close Certain Streets for the Annual "Juneteenth Celebration" and "Juneteenth Parade" on Saturday, June 20, 2015

F. 4. * OTHER BUSINESS

Approve Quarterly Investment Report for Quarter Ended March 31, 2015

F. 5. * *OTHER BUSINESS*

Site Plan Approval for Kaiser Aluminum Fabricated Products, LLC, Owners; Dana Mann, Representative; Coffman Engineers, Engineers; and Robert Kasberger Applied Services, Architect; under Ordinance No. 2252, Article IV, Section 410(2)(j) for an Expansion of their Aluminum Extrusion Press Facilities for a New Press Line Building for Kaiser Aluminum in the Blalock Industrial Park District at 4300 South U.S. Highway 75

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

Consider Board/Commission Appointments

I. 1. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Red River Groundwater Conservation District Board of Directors (1)

J. COUNCIL COMMENTS

K. 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 April 30, 2015 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 30th day of April, 2015
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

Carolyn S. Wacker

Deputy Mayor

David Plyler

Council Members

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

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

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Tom Watt, Council – District #3

David Plyler, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 05/04/2015

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 20, 2015

Attachments

April 20, 2015

Proposed Elevated Storage Tank Presentation

SEDCO Presentation

STATE OF TEXAS §
COUNTY OF GRAYSON §

April 20, 2015

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on April 20, 2015.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Wacker called the meeting to order at 5:00 p.m. Council Member Ryan Johnson invited Boy Scout Lance Johnston, Troop 15, to lead the Pledge of Allegiance. The Invocation was given by Council Member Johnson.

Mayor Wacker recognized Steve Ayers, who was formally Assistant Police Chief and has now been appointed Director of Community and Support Services. She said the Council looks forward to working with him in his new capacity.

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of April 6, 2015. Council Member Watt moved to approve the Minutes as presented; Second by Council Member Steele. All present voted AYE.
MOTION CARRIED.

PROCLAMATION

“TEXOMA EARTH DAY FESTIVAL DAY” – APRIL 25, 2015
Mayor Wacker presented a proclamation to Amy Hoffman-Shehan, Texoma Earth Day Festival Committee Member, designating April 25, 2015 as “Texoma Earth Day Festival Day” in Sherman.

Ms. Hoffman-Shehan outlined the events scheduled for the 7th Annual Texoma Earth Day Festival, which has grown from 1,500 people the first year to an expected 8,000 or more this year.

PUBLIC HEARING OF ORDINANCE NO. 5873

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DESIGNATING A CERTAIN AREA AS INDUSTRIAL REINVESTMENT ZONE, NUMBER 042015-1, CITY OF SHERMAN, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE.

No citizens appeared before the City Council to discuss Ordinance 5873.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Wacker introduced Ordinance 5876 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "PERSONNEL", ARTICLE 9.05, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", AT SECTION 9.05.026, ENTITLED "AUTHORIZED NUMBER OF POSITIONS", TO ABOLISH THE ONE REMAINING TESTED ASSISTANT POLICE CHIEF POSITION AND TO CREATE A SECOND APPOINTED ASSISTANT POLICE CHIEF POSITION; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5876
CREATE APPOINTED
ASSISTANT POLICE
CHIEF POSITION

Otis Henry, Police Chief, explained that in July 2014, the Council authorized the appointment of one of two Assistant Chief positions. Assistant Chief Ayers held the "tested" position but he has now accepted the position of Director of Community and Support Services.

Chief Henry said he is now requesting to make the remaining Assistant Chief position an appointed position too.

No citizens appeared before the City Council to discuss Ordinance 5876.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5873

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DESIGNATING A CERTAIN AREA AS INDUSTRIAL REINVESTMENT ZONE, NUMBER 042015-1, CITY OF SHERMAN, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE.

ORD 5873
REINVESTMENT
ZONE

Ordinance 5876

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "PERSONNEL", ARTICLE 9.05, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", AT SECTION 9.05.026, ENTITLED "AUTHORIZED NUMBER OF POSITIONS", TO ABOLISH THE ONE REMAINING TESTED ASSISTANT POLICE CHIEF POSITION AND TO CREATE A SECOND APPOINTED

ORD 5876
CREATE APPOINTED
ASSISTANT POLICE
CHIEF POSITION

ASSISTANT POLICE CHIEF POSITION; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Council Member Johnson to approve Ordinance Nos. 5873 and 5876, as presented. Second by Deputy Mayor Plyler.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5960 – DECLARING THE CITY OF SHERMAN'S ELIGIBILITY AND INTENTION TO PARTICIPATE IN A RESIDENTIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; ESTABLISHING GUIDELINES AND CRITERIA

**RES 5960
RESIDENTIAL
TAX ABATEMENT
PROGRAM**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE CITY OF SHERMAN'S ELIGIBILITY AND INTENTION TO PARTICIPATE IN A RESIDENTIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT / REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; ESTABLISHING GUIDELINES AND CRITERIA.

Robby Hefton, City Manager, said State law requires that the City adopt the Residential Tax Abatement Program every two years, in order to continue offering the program. It has been very successful in the past and hundreds of houses have been built on infill lots and millions of dollars reinvested in the community.

Mayor Wacker said the program has been in place in Sherman for 17 years, and over 280 home have been built, with over \$21 million invested in infill areas of the community. Besides providing good quality, affordable housing, the program keeps the City vibrant in those older neighborhoods.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 5960, as presented. Second by Council Member Watt.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5961 – CERTIFYING FUNDING AND SUPPORT FOR THE 2015 TRANSPORTATION ALTERNATIVES PROGRAM NOMINATION FORM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE APPLICATION TO RECEIVE FUNDING TO BUILD THE DOWNTOWN SHERMAN STREETSCAPE ENHANCEMENT PROJECT PHASE II

**RES 5961
DOWNTOWN
STREETSCAPE
ENHANCEMENT
PROJECT PHASE II**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CERTIFYING FUNDING AND SUPPORT FOR THE 2015 TRANSPORTATION ALTERNATIVES PROGRAM NOMINATION FORM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE APPLICATION TO RECEIVE FUNDING TO BUILD THE DOWNTOWN SHERMAN STREETSCAPE ENHANCEMENT PROJECT PHASE II.

Clay Barnett, Director of Public Works and Engineering, updated the Council on funding for the 2015 Transportation Alternatives Program, for the Downtown Sherman Streetscape Enhancement Project, Phase II.

He explained that this is a continuation of the program that was begun five or six years ago. This would continue the project from the downtown area, east toward Sherman High School. The goal would eventually be to connect the High School with U.S. Hwy 75.

Mayor Wacker said that is an important corridor and the City has been focusing on it with the Texas Trash-Off and other clean-up efforts. She verified that the deadline for submission of the application is May 4, 2015.

ACTION TAKEN.

Motion by Council Member Sofey to approve Resolution No. 5961, as presented. Second by Council Member Watt.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5962 – REVOKING AND REPLACING RESOLUTION NO. 5878; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR SOME NEWLY HIRED FIREFIGHTERS; PROVIDING FOR AN EFFECTIVE DATE

**RES 5962
PAY FOR NEWLY
HIRED FIRE FIGHTERS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 5878; ESTABLISHING SALARY STRUCTURES AND INCENTIVE / CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR SOME NEWLY HIRED FIREFIGHTERS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Hefton said this resolution mirrors one that was approved last year for the Police Department, to allow them to hire officers who had service at other cities and bring them in at a level higher than entry level, to recognize up to three years of service with other departments.

This resolution would do the same for firefighters and allow those with up to three years of prior experience and have their certification, to hire in at a higher rate of pay. This allows the City to be more competitive and is an effective recruiting tool.

Mayor Wacker said the program has been highly successful for the Police Department and is expected to do the same for the Fire Department.

ACTION TAKEN.

Motion by Council Member Watt to approve Resolution No. 5962, as presented. Second by Council Member Steele.

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

VOTING NAY: None.

MOTION CARRIED.

RECEIVE PRESENTATION FROM UTILITIES DIRECTOR MARK GIBSON ON A NEW ELEVATED WATER STORAGE TANK

ELEVATED WATER STORAGE TANK

Mayor Wacker said this agenda item is a companion to Resolution No. 5963 and will be taken out of order prior to consideration of the resolution.

Mark Gibson, Director of Utilities, said Sherman has two zones of water, ground water on the south and east, and surface water on the north and west. There are three subzones in the surface water area. These include the major surface zone, a reduced pressure area, and a pump station on F.M. 1417 that takes water from the Water Treatment Plant and pumps it to an elevated tank on Shepherd Drive to serve the industries.

There are five elevated tanks in Sherman. The Fairview and Harrison tanks are located in the ground water zone and their overflow elevations are set at the same level and have the same pressure. If there is a problem with one tank, the other one can take the load and supply water.

Since there are three zones in the surface water zone, the tanks can't be paired up at the same elevation and pressure. If the Rex Cruse water tank needs to be removed from service, water could be "bled" from the ground water zone to cover service.

If the Shepherd Drive tank needs to be removed from service, the Gallagher tank is higher than Shepherd Drive and has a lot of capacity. If needed, the system could

bypass the booster pump station and a valve could be opened on F.M. 1417 to allow water to go to Shepherd Drive.

The Gallagher tank is the main tank in the surface water zone and it supplies some major areas of Sherman. It is a two million gallon tank and is the backbone of the system in the surface water zone.

In the past, when the Gallagher tank was repainted, water was left inside the riser tube which keeps the pressure up in the system. To keep the volume up, the clear wells at the Water Treatment Plant were kept full and hold six million gallons.

However this time, they need to repair leaks in the riser, so the Gallagher tank must be completely removed from service. By doing this, the City would lose the capacity in the tank, as well as the pressure in the system. The tank would need to be drained completely to replace the riser.

The new tank will be “paired up” with the Gallagher tank so if one is removed from service, the other one will handle the load.

In looking for a new site there were five criteria that were considered. The new tank must be located in the surface water zone, it should be separated from the existing towers, and it should be in a potential growth area. Mr. Gibson said they would also like to locate the tank where there was some existing infrastructure available, so they wouldn't have to build new pipelines. Ideally the location would already be owned by the City.

Five “high points” were looked at as potential sites. The best site was located at the existing booster pump station on F.M. 1417, near Park Avenue. It meets all the criteria, and the City already owns the property. Therefore the staff is recommending use of that location for the site of the new elevated water tank, which would be located on the north side of the site.

The proposed tank would be a composite tank, which is different from the other tanks in Sherman. It would be a concrete cylinder with a steel tank on top, which is the most economical type to build. The cylinder of the tank is hollow and could be used for storage. He showed several examples of similar tanks.

The main reason for the tank is to pair it up with the Gallagher tank at the same overflow elevation. That way the tanks can be interchangeable when one needs to be removed from service.

Mr. Gibson said the cost of the project is about \$3.3 million and construction should begin around the first of 2016. It should be online in the first quarter of 2017.

Mayor Wacker said the new tank was important not only to maintain the level of service that the City already has, but in anticipation of future growth in the City. Mr. Gibson said it would enhance the ability for future development to the west and the south.

RESOLUTION NO. 5963 – AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DESIGN OF THE CITY OF SHERMAN ELEVATED WATER STORAGE TANK IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DESIGN OF THE CITY OF SHERMAN ELEVATED WATER STORAGE TANK IMPROVEMENTS.

**RES 5963
ELEVATED WATER
STORAGE TANK
IMPROVEMENTS**

ACTION TAKEN.

Motion by Council Member Watt to approve Resolution No. 5963, as presented. Second by Deputy Mayor Plyler.
VOTING AYE: Davis, Johnson, Plyler, Sofey, Steele, Watt.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 5964 – AUTHORIZING THE PURCHASE OF A MITEL PHONE SYSTEM FOR THE CITY OF SHERMAN FROM MITEL BUSINESS SYSTEMS, INC. UNDER TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT NUMBER DIR-TSO-2685

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A MITEL PHONE SYSTEM FOR THE CITY OF SHERMAN FROM MITEL BUSINESS SYSTEMS, INC. UNDER TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT NUMBER DIR-TSO-2685.

**RES 5964
MITEL PHONE
SYSTEM**

Don Keene, Director of Administration and Finance, said the City's current telephone system is a Mitel system, but is approaching 15 years old. Mitel notified the staff several years ago that the current system is becoming obsolete and they will no longer support the system.

The staff has researched the issue for over a year and has decided on another Mitel system. Cost of the new system will be \$135,000. One of the features of the new system is that it will allow Voice Over Internet Protocol, allowing the staff to use the existing data network to make phone calls within the City and will provide a significant monthly savings on the telephone bills. It is estimated that it will save the City about \$60,000 annually. Therefore the system should pay for itself in just over two years.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 5964, as presented. Second by Council Member Johnson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5965 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH OVERLAND MATERIALS AND MANUFACTURING, INC. FOR AN ANNUAL SUPPLY OF HOT MIX ASPHALT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH OVERLAND MATERIALS AND MANUFACTURING, INC. FOR AN ANNUAL SUPPLY OF HOT MIX ASPHALT.

CONSENT AGENDA.

RES 5965
ANNUAL SUPPLY
OF HOT MIX ASPHALT

RESOLUTION NO. 5966 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO KENT HUGHLETT FOR THE PLACEMENT OF A DECORATIVE FENCE WITHIN THE SOUTH CROCKETT STREET RIGHT-OF-WAY TO THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO KENT HUGHLETT FOR THE PLACEMENT OF A DECORATIVE FENCE WITHIN THE SOUTH CROCKETT STREET RIGHT-OF-WAY TO THE CITY OF SHERMAN.

CONSENT AGENDA.

RES 5966
ENCROACHMENT
EASEMENT FOR
FENCE
(S. CROCKETT ST.)

OTHER BUSINESS

RECEIVE QUARTERLY PROGRESS REPORT FROM SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD CHAIRMAN BROOKS HULL AND SEDCO PRESIDENT SCOTT CONNELL

Scott Connell, Sherman Economic Development Corporation President, presented their quarterly progress report. He said during the quarter, SEDCO focused on launching the business retention and expansion program. He recognized Stacey Jones, Economic Development Coordinator, for spearheading the project.

SEDCO PROGRESS
REPORT

SEDCO tries to perform a regular monthly visit to at least one industry in the market, engaging a Board Member, a Council Member, the Director of the Center for Workplace Learning at Grayson College, and a SEDCO Staff Member.

They meet with representatives of the industry to hear what their issues are and to make sure they know about the resources available to them. They try to encourage good, close relationships with the local industries. He thanked the City Council for being a part of the process.

Mr. Connell said SEDCO was very busy during the second quarter of this fiscal year and submitted 12 proposals to companies. He discussed what is included in a proposal.

He explained those proposals are a response to a request, generally for a particular location search, with questions about what the location has to offer. There were ten follow-up reports, which are details specifically related to the data that SEDCO provided in the proposal. Typically SEDCO is given one week to submit their response, which could include from eight to 50 pages of information, and is very detailed.

Most requests for proposals come from the Texas Governor's Office, site location consultants, commercial real estate brokers, from a company directly, from Oncor Electric Delivery, or from the Dallas Chamber. Basically it is a real estate process and they are looking for a location. He outlined the data that would be included in the proposal and the response.

Some of the information is available on the Internet, but SEDCO must make sure that the data available is up to date. The original data is something that must be completed by SEDCO and the presentation of this data must be such that it can be understood and interpreted. The analysis from the cities may take from one to three months, and then the site visits begin.

Mr. Connell said site visits are extremely important because the companies need to come and see the community. With negotiations and eliminations, the decision could take from two to six months, or even years.

SEDCO's goal is to complete two proposals per month and they have had 17 proposals for FY 2014-2015. There have also been a lot of follow-ups.

Council Member Steele asked how many site visits they have received from the 12 proposals. Mr. Connell said they have received two site visits, and two others have been postponed.

Council Member Davis asked if most companies are looking for warehouses or buildings that are already built. Mr. Connell said over the last year it has generally been companies looking for existing buildings. Since the economy has gotten better, companies realize that there are modern buildings available and SEDCO is seeing site visits. They are mostly seeing requests for new buildings now.

Mayor Wacker said Sherman is extremely fortunate to have the diversity in the industrial base, which really sustains the economy.

**RECEIVE PRESENTATION FROM NANCY KNAPP
CONCERNING THE RENAMING OF A PORTION OF F.M. 1417
AS “VIETNAM VETERANS PARKWAY”**

Charles Holcomb, President, Vietnam Veterans of America Chapter 973, said Nancy Knapp, who was originally scheduled to request the renaming of a portion of F.M. 1417 as “Vietnam Veterans Parkway” was in the hospital and unable to attend the meeting.

**REQUEST TO RENAME
PART OF FM 1417
“VIETNAM VETERANS
PARKWAY”**

Mr. Holcomb said a member of their organization, Bob Hillerby, was killed in a motorcycle accident on this stretch of F.M. 1417 several years ago. At that time they realized there were no safety turn lanes on the highway at that location.

The Vietnam Veterans decided to take up the cause to get the Texas Department of Transportation to install safety turn lanes on F.M. 1417, from U.S. Hwy 82 to S.H. 11. Ms. Knapp was the program chair for that first project.

This project is to rename the portion of F.M. 1417 from S.H. 11 to U.S. Hwy 75, Vietnam Veterans Parkway. Ms. Knapp collected 300 names in support of the highway name change.

Mayor Wacker said the Council appreciates the efforts that Ms. Knapp and the organization have made on behalf of the safety turn lane on F.M. 1417. She said funding for that project has been approved through the Metropolitan Planning Organization and TxDot will be providing the upgrade. She felt the name change was a fitting way to honor Mr. Hillerby as well as the Vietnam Veterans’ service to their country.

Council Member Watt said he had spoken with Ms. Knapp and she had worked very hard on these projects. He urged the Council to follow whatever procedure was needed to “make it happen.”

Mr. Barnett said the next step would be to adopt a resolution to rename the street. Council Member Watt said he had also talked to the Grayson County Judge and he indicated that he saw no problem with the request going forward from the County’s standpoint too. There would also need to be an official act by the Commissioner’s Court.

Mayor Wacker instructed the staff to bring back a resolution at the next City Council Meeting to rename the portion of F.M. 1417, from U.S. Hwy 75 to S.H. 11, Vietnam Veterans Parkway.

Mr. Hefton said about half of that section of the highway is not in the Sherman City limits. The portion from U.S. Hwy 75 to the railroad tracks by the Elk’s Lodge is in the City limits.

Council Member Watt wanted to recognize Mr. Holcomb and the others in attendance and thank them for their service.

SETTING THE PUBLIC HEARING ON THE PROPOSED AGREEMENT WITH KAISER ALUMINUM FABRICATED PRODUCTS, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR IMPROVEMENTS WITHIN INDUSTRIAL REINVESTMENT ZONE, NUMBER 042015-1, CITY OF SHERMAN, TEXAS

KAISER ALUMINUM
AD VALOREM
PROPERTY TAX
ABATEMENT

Mr. Hefton said the adoption of Ordinance 5873, earlier in the meeting, established the Industrial Reinvestment Zone. The current item sets the public hearing on the proposed agreement with Kaiser Aluminum Fabricated Products, for the May 4, 2015 City Council Meeting. Adoption of the abatement agreement will also be considered at the same meeting.

ACTION TAKEN.

Motion by Council Member Sofey to set a public hearing on May 4, 2015, at 5:00 p.m., on the proposed agreement with Kaiser Aluminum Fabricated Products, LLC for the abatement of ad valorem property taxes, as presented.
Second by Council Member Johnson.

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

VOTING NAY: None.

MOTION CARRIED.

REPLAT APPROVAL OF VANDERVEER ADDITION, A REPLAT OF BLOCK 3, T.J. SHANNON SUPPLEMENT; BEING PART OF LOT 10 AND ALL OF LOTS 11 & 12, BLOCK E, T.J. SHANNON SUPPLEMENT, CONTAINING 0.43 ACRES; SEAN VANDERVEER, OWNER; AND SARTIN AND ASSOCIATES, INC. SURVEYOR (200 BLOCKS OF EAST PECAN AND NORTH MONTGOMERY STREETS)

APPROVE REPLAT
VANDERVEER
ADDITION
(200 BLOCKS OF E.
PECAN & N.
MONTGOMERY STS.)

The City Council approved the Replat of Vanderveer Addition, a Replat of Block E, T.J. Shannon Supplement, being a part of Lot 10 and all of Lots 11 and 12, Block E, T.J. Shannon Supplement. The 0.43 acre tract is located in the 200 blocks of East Pecan and North Montgomery Streets.

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

CONSENT AGENDA.

FINAL PLAT APPROVAL OF CAJC ADDITION, BEING 4.33 ACRES IN THE DANIEL C. SHELPS SURVEY, ABSTRACT NO. 1097; CAJC CORPORATION, OWNERS; DAN MASSEY, APPLICANT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS (5200 BLOCK OF TEXOMA PARKWAY)

APPROVE FINAL PLAT
CAJC ADDITION
(5200 BLOCK OF
TEXOMA PKWY)

The City Council approved the Final Plat of the CAJC Addition, located in the Daniel C. Shelp Survey, Abstract No. 1097. The 4.33 acre tract is located in the 5200 block of Texoma Parkway, between Fallon Drive and Woodlake Road.

COUNCIL MINUTES – APRIL 20, 2015

The applicant would like to plat the property into two lots for commercial development. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA.

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

GOOD THINGS GOING ON IN THE CITY

Council Member Steele acknowledged the things going on in the City, especially with the staff, caring for the roads, the Fire Department, and the Police Department.

Police Chief Otis Henry recently presented information on the Police Department, including the racial profiling report, to the Ministerial Alliance. Council Member Steele said it's always good to have the community leaders talking to the community.

CITY STAFF

Council Member Watt said he felt Mr. Hefton is putting together a strong staff to move forward with the tasks at hand. He said Chief Steve Ayers has been his colleague for many years and he felt Mr. Hefton did a great service for the City in bringing him into City Hall. He congratulated Mr. Ayers on his promotion and his transfer.

STREET MAINTENANCE

Council Member Watt said when it is time to look at roads for repair and resurface, he urged the staff to look at Peyton Street, near the Post Office.

RESIDENTIAL TAX ABATEMENTS

Council Member Sofey said he was glad to see the City renew the residential tax abatement program. He said it is a great program and helps with development in a portion of Sherman.

SHERMAN ECONOMIC DEVELOPMENT CORPORATION

Council Member Sofey recognized SEDCO for their work promoting new businesses, as well as the growth of existing businesses. There are several industries that have grown, and are adding new employees and adding to the tax base.

WILSON N. JONES AUXILIARY 50th ANNIVERSARY

Deputy Mayor Plyler recently presented a proclamation recognizing the 50th Anniversary of the Wilson N. Jones Auxiliary. He congratulated them on their many years of service to the community.

CITIZENS REQUESTS

MEDIA QUESTIONS

GOOD THINGS
GOING ON IN
THE CITY

CITY STAFF

STREET
MAINTENANCE

RESIDENTIAL
TAX ABATEMENTS

SEDCO

WNJ AUXILIARY
50TH ANNIVERSARY

GOOD THINGS IN SHERMAN

Deputy Mayor Plyler thanked the SEDCO staff and recognized the new entry program for the Fire Department. He said there are a lot of good things going on. He also thanked the Vietnam Veterans for their service, adding that he looked forward to spending Memorial Day with them again at their celebration.

**GOOD THINGS
IN SHERMAN**

THANKS TO BOY SCOUT

Council Member Johnson thanked Boy Scout Lance Johnston for attending the meeting tonight and leading the Pledge of Allegiance. He hoped attending the Council Meeting helped fulfill his merit badge requirement.

**THANKS TO
BOY SCOUT**

THANKS TO VIETNAM VETERANS

Council Member Johnson thanked the Vietnam Veterans for their service to our Country and for their hard work on the dedication of the street.

**THANKS TO
VIETNAM VETERANS**

THANKS TO CITY MANAGER

Council Member Johnson thanked Mr. Hefton for his leadership, recognizing that he was “getting his team in place.” He congratulated those that have been promoted, saying after the changes, everyone would be better for it.

**THANKS TO
CITY MANAGER**

ANNOUNCEMENTS

Mayor Wacker announced the following:

- The Annual Household Hazardous Waste and Electronics Disposal event will be held on Saturday, May 2, 2015, from 9 a.m. until 11 a.m. The event will be held in the east parking lot of City Hall and citizens are asked to bring a current City water bill to provide proof of residency.

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 551.074

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:01 p.m.

COUNCIL MINUTES – APRIL 20, 2015

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

Mayor Wacker said the meeting adjourned at 6:14 p.m.

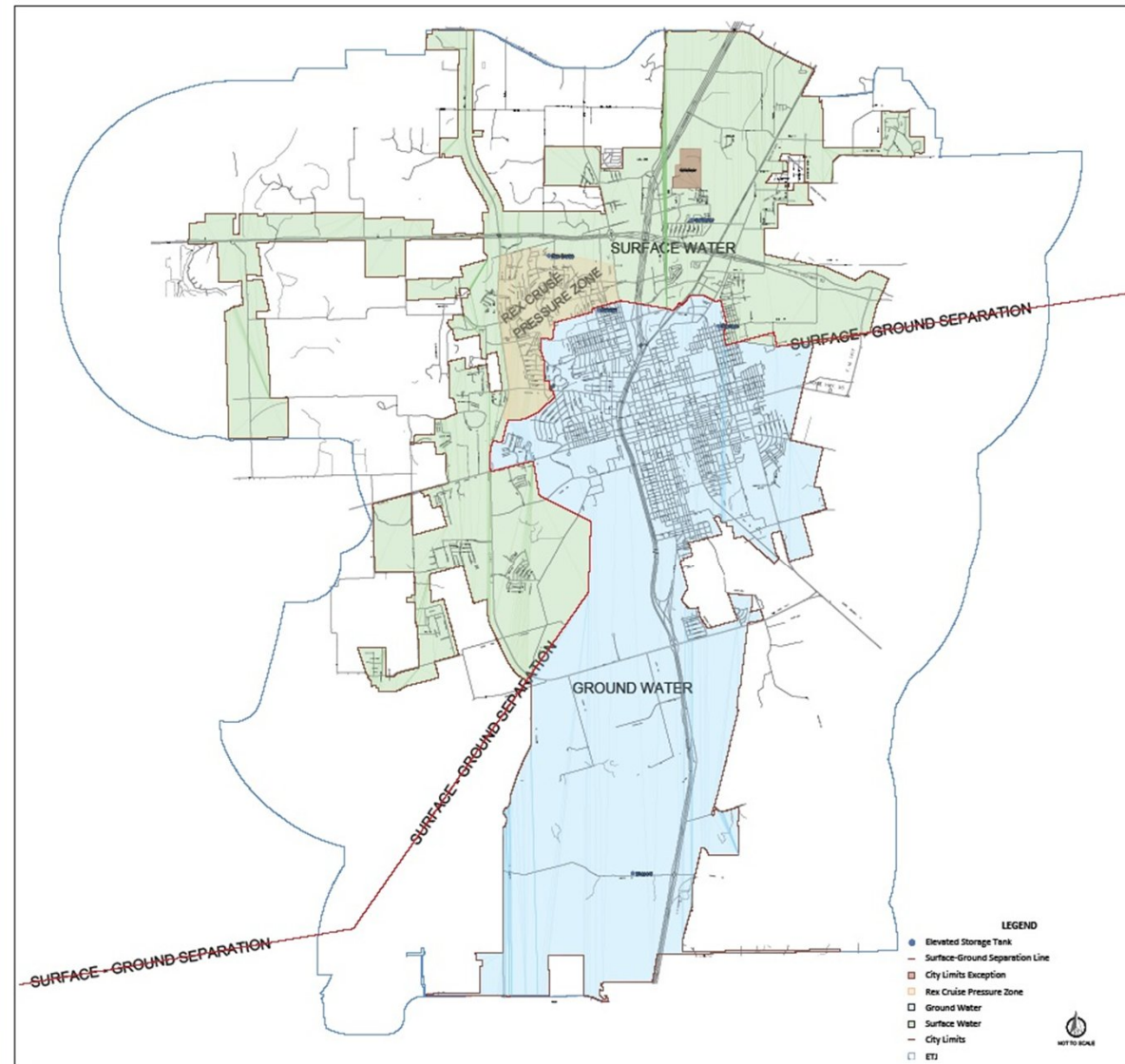
ADJOURNMENT

MAYOR

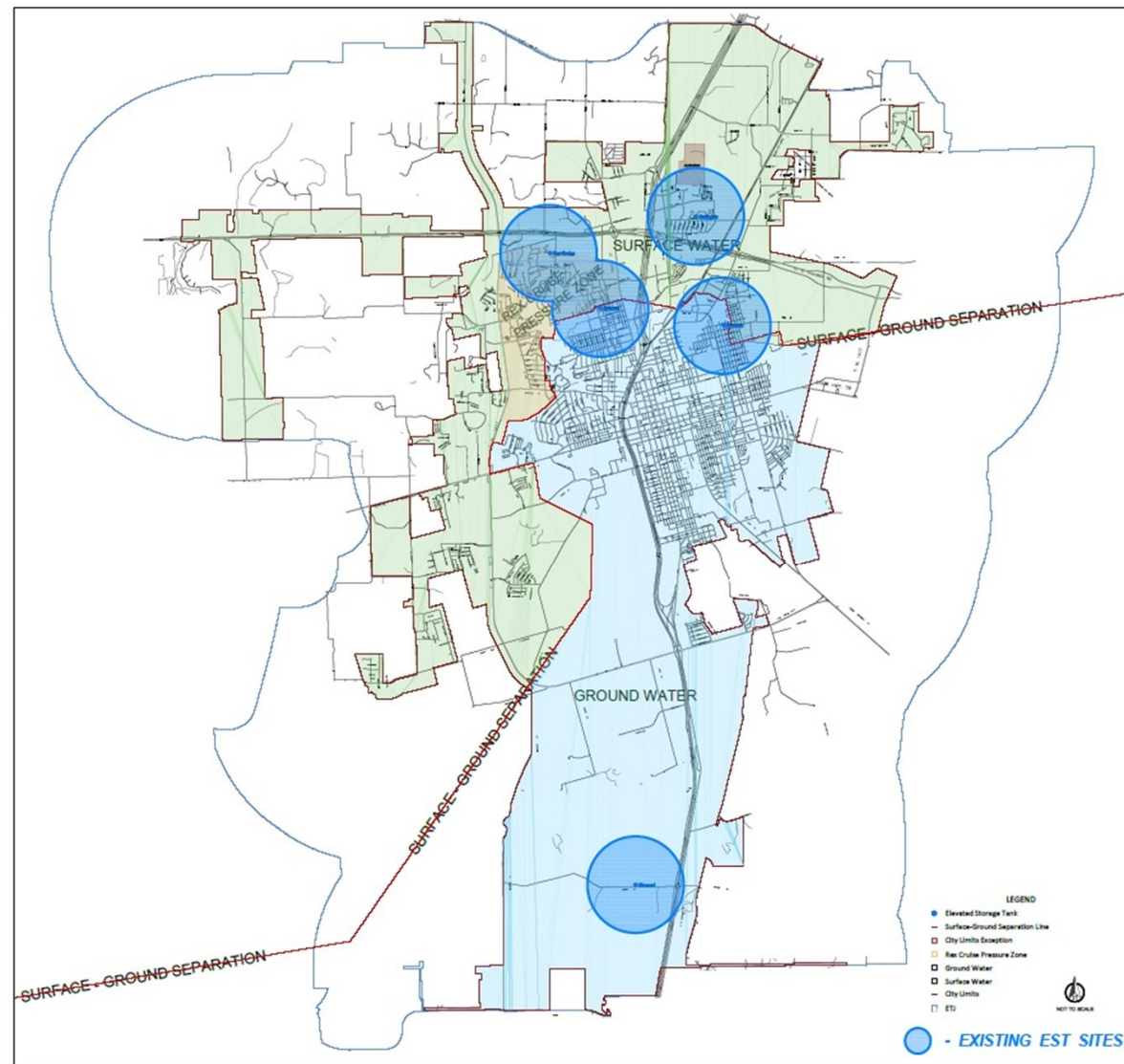
CITY CLERK

Proposed Elevated Storage Tank

WATER ZONES



TOWER LOCATIONS









SHERMAN

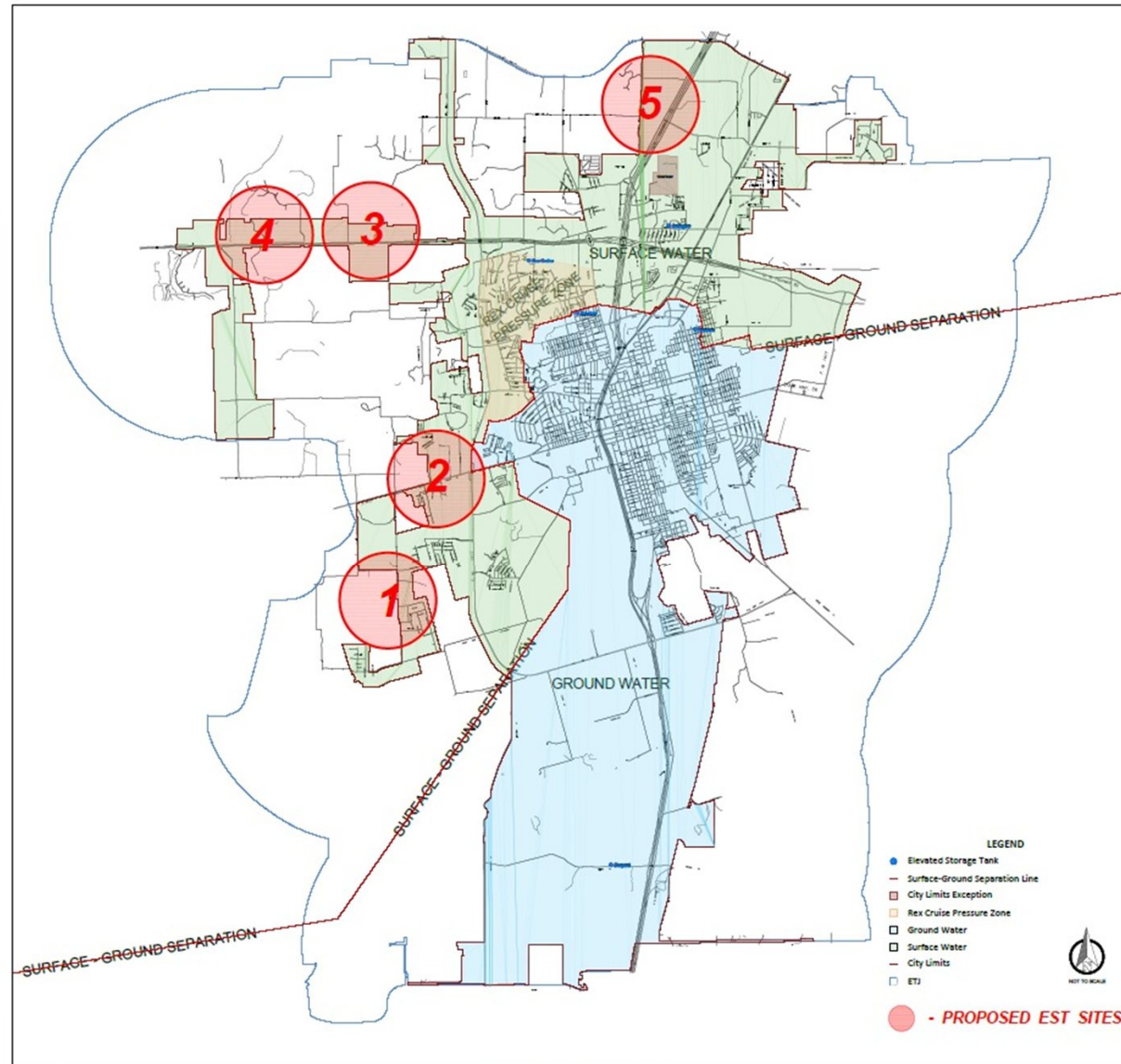




Site Selection

- Located in Surface Water Zone
- Separation from Existing Tower(s)
- Potential Growth Areas
- Infrastructure
- Site Ownership

Tower sites



Southwest Booster Pump Station

- Located in Surface Water Zone
- Separation from Gallagher Tower
- Potential Growth Areas
- Infrastructure
- Site Ownership

[illegible]



S.W. Booster Pump Station Proposed EST

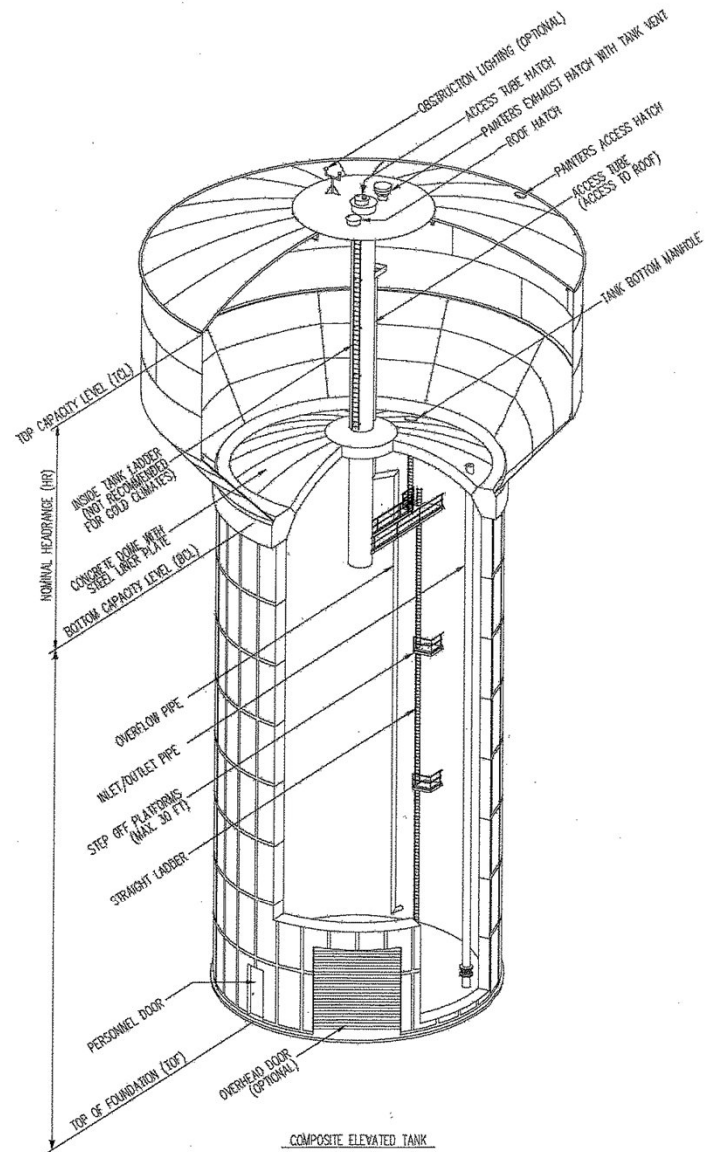


Sherman
CLASSIC TOWN. BROAD HORIZON.
ENGINEERING DEPARTMENT

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







SCALE: NO SCALE

JOB#: 14014

DATE: 03.06.2015

SHEET: FIG. 2

CITY OF SHERMAN
NEW ELEVATED TANK
COMPOSITE TANK



FREEMAN-MILlican, INC.
ENGINEERS - ARCHITECTS - PLANNERS

12180 N. ABRAMS RD., SUITE 508 DALLAS, TEXAS 75243 PH: 214.503.0555 TX. REG. FIRM NO. 2827







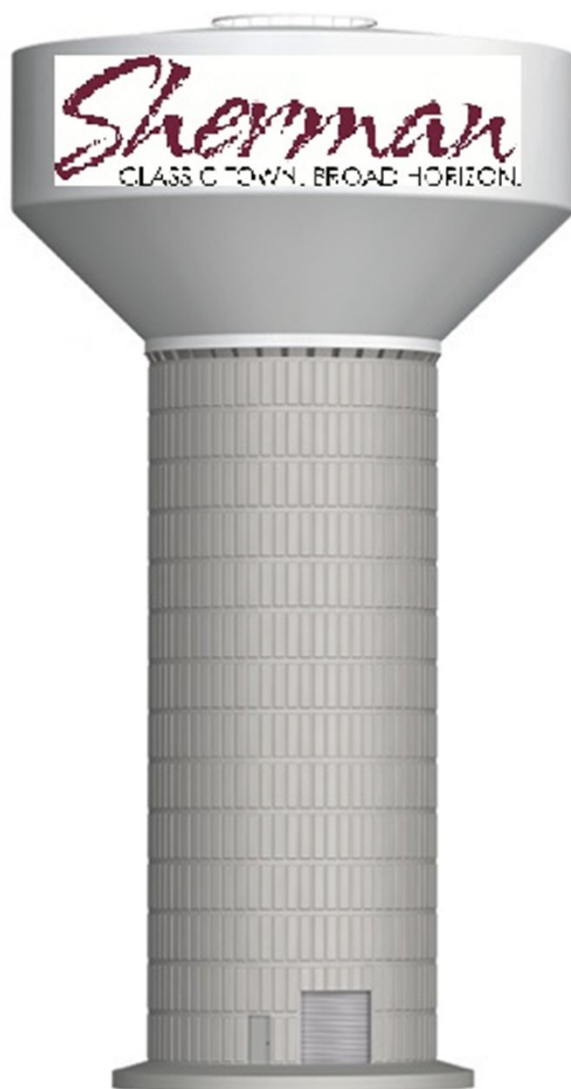




City of McKinney
Industrial Develoed Storage
109 Industrial Blvd.
In Case of Emergency or
Access to The Site Please
Call 972-545-7060
or
PD # 872-545-7600







*Submitting Proposals

Sherman Economic Development Corp.

April 20, 2015

- *Submitted 12 proposals in Q2
- *Request for Proposals for location search
- *Ten follow up reports
- *Data used for company research
- *Provided one week for response

What's in a proposal?

- *Texas Governor's Office
of Economic
Development

- *Site Location
Consultants

- *Commercial Real Estate

- *Company directly

- *Oncor Electric Delivery

- *Dallas Chamber



- ***Request for Proposal**

Key Elements

- *Real Estate
- *Demographics and Local Economy
- *Workforce/Training/Education
- *Transportation/Geography
- *Taxes and Incentives
- *Utilities
- *Project Specific

*Published Data

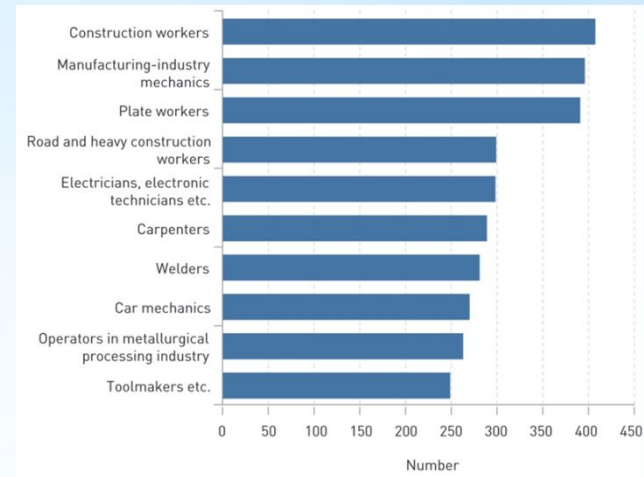
- * State, federal
- * Purchased

*Original Research

- * Major Employers
- * Utility system
- * Local permitting

*Presentation

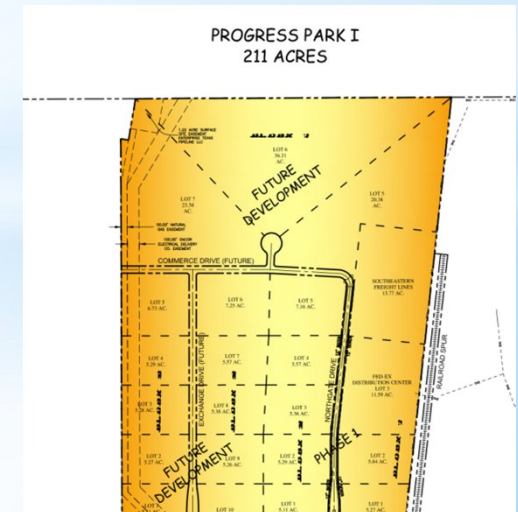
- * Understandable
- * Interpreted
- * What and How



*Resources

*Follow Up

- *Follow-up reports – clarify data
- *Follow-up telephone calls
- *Follow-up emails - new information
- *Follow-up from local partners
- *Analysis by client may take 1-3 months
- *SITE VISITS
- *Negotiations/eliminations
- *Decision (2 to 6 months)



*Project Issues

Right product, Speed to market

*SEDCO goal - Two Proposals/Month

*Seventeen proposals in FY 2014-15

*Strong follow up opportunities

*Spring and summer are busy seasons

*SEDCO Focused on Results



*On Track for Results



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 05/04/2015

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Mental Health Awareness Month" – May 2015

Issue:

To present a proclamation designating May 2015 as "Mental Health Awareness Month" in Sherman

Background:

For many years, May has been designated as "National Mental Health Awareness Month" to raise awareness of mental health issues and to encourage early, effective treatment and appropriate, accessible services to all people.

Origination:

The request originated with the Texoma Community Center.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

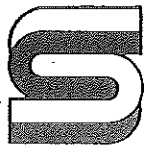
It is recommended that the City Council present a proclamation designating May 2015 as "Mental Health Awareness Month" in Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"Mental Health Awareness Month" Proclamation



Proclamation

WHEREAS, mental health is essential to everyone's overall health and well-being, and

WHEREAS, all Americans experience times of difficulty and stress in their lives, and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions, and

WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being, and

WHEREAS, mental health conditions are real and prevalent in our nation, and

WHEREAS, with early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives, and

WHEREAS, each business, school, government agency, healthcare provider, organization, and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW THEREFORE, I, Cary Walker, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 2015

MENTAL HEALTH AWARENESS MONTH

in the City of Sherman and urge all citizens, government agencies, public and private institutions, businesses, and schools in Sherman to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 4th day of May, 2015.

Mayor

ATTEST:

Shirley Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 05/04/2015

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Police Week" – May 10-16, 2015

Issue:

To designate May 10-16, 2015 as "Police Week" in honor of the dedicated police officers who protect our citizens, enforce our laws, and keep our neighborhoods safe. In conjunction with this week, Congress and the President also designate May 15th as "Peace Officers' Memorial Day" to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

Background:

Each year during "Police Week", a special day is designated as "Peace Officers' Memorial Day." The week is set aside to honor our law enforcement officers who currently serve on the front lines of the battle against crime; and the specific day pays tribute to the law enforcement officers who have made the ultimate sacrifice for their communities.

Origination:

The request originated with the Sherman Police Department.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

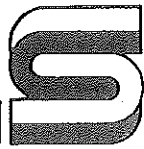
It is the recommendation of the staff to present a proclamation designating May 10-16, 2015 as "Police Week" in the City of Sherman and to recognize May 15, 2015 as "Peace Officers' Memorial Day."

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"Police Week" Proclamation



Proclamation

WHEREAS, the Congress and President of the United States have designated the 15th day of May as "Peace Officers' Memorial Day", and the week in which it falls as "Police Week," and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, and

WHEREAS, the dedicated members of the Sherman Police Department play an essential role in safeguarding the rights and freedom of the citizens of Sherman, and

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries, and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including Sergeant D.C. Arnold of the Sherman Police Department, and

WHEREAS, every day, officers of the Sherman Police Department work tirelessly to protect the citizens, enforce the laws, and keep the neighborhoods safe. They report for duty knowing full well the dangers they face and the sacrifices they may be called upon to make. During this special week, we pay tribute to the thousands of men and women who serve with extraordinary bravery, and remember the heroes who have laid down their lives in pursuit of a safer, more just society, and

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of the Police Department, and that members of the department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation, and

WHEREAS, May 15 is designated as "Peace Officers' Memorial Day", in honor of all fallen officers and their families, and all U.S. flags in the City of Sherman should be flown at half-staff.

NOW THEREFORE, I, Carp Wacker, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 10 through 16, 2015

POLICE WEEK

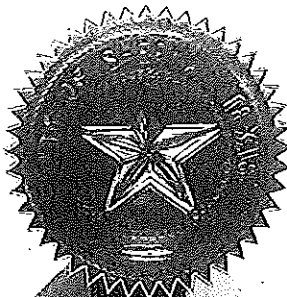
in the City of Sherman and encourage all citizens to observe May 15, 2015 as "Peace Officers' Memorial Day" in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty. Let us also recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 4th day of May, 2015.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 05/04/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

Proposed Agreement with Kaiser Aluminum Fabricated Products, LLC for the Abatement of Ad Valorem Property Taxes for Improvements within Industrial Reinvestment Zone, Number 042015-1, City of Sherman, Texas

Issue:

Holding a public hearing for a proposed property tax abatement agreement between the City of Sherman and Kaiser Aluminum Fabricated Products, LLC (Kaiser)

Background:

On Monday, March 16, 2015, the Tax Reinvestment Committees of the City of Sherman, the Sherman Independent School District, Grayson County, and Grayson College (the "Committee") met to consider a request from Kaiser for a tax abatement involving a project to construct an additional approximate 55,000 square foot building to house a 4,400 ton extrusion press and related manufacturing equipment at its Sherman location. The taxable value of Kaiser's current property is about \$16 million.

This project proposes to add an additional \$25 million in value to the tax rolls, before any abatement, with about \$10 million coming from real property and \$15 million coming from business personal property (the manufacturing equipment). In addition, Kaiser plans to add ten (10) additional positions to their current workforce.

The proposed agreement calls for a six (6) year abatement of 100%, 100%, 75%, 50%, 50%, 25% in accordance with the City's current tax abatement matrix. As is the case with all tax abatements, none of the proposed property considered under this abatement agreement is currently on the tax rolls, so the benefit from this abatement is that the City will see a net increase in property tax revenues.

Origination:

Kaiser Aluminum Fabricated Products, LLC, Applicant
Tax Reinvestment Committee

Financial Consideration:

At a minimum taxable value of \$25 million each year, this project would generate \$465,000 in property tax revenues for the City over the first six (6) years at the current tax rate before any abatement is applied; and the abatement will provide an estimated benefit to the taxpayer of \$372,000 over the same time frame.

Staff Recommendation:

It is recommended that the City Council hold a public hearing for the proposed tax abatement agreement.

Alternatives:

The City Council could deny the tax abatement agreement.

Attachments

Tax Abatement Agreement

TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §
CITY OF SHERMAN §

THIS TAX ABATEMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2015 (the “Effective Date”), by and among the City of Sherman, Texas, a home rule city and municipal corporation of Grayson County, Texas, duly acting herein by and through its Mayor (“City”); and Kaiser Aluminum Fabricated Products, LLC, a Delaware Limited Liability Corporation, acting by and through its authorized officers (“Kaiser”), for the purposes and considerations stated below:

W I T N E S S E T H:

WHEREAS, on the 20th day of April, 2015, the City Council of the City (“City Council”) passed Ordinance No. 5873 (“Ordinance”) establishing Industrial Reinvestment Zone, Number 042015-1, City of Sherman, Texas (“Zone”), for commercial-industrial tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended (“Code”); and

WHEREAS, the City has adopted Guidelines and Criteria for the Industrial Tax Abatement Program (“Guidelines”), by the passage of Resolution No. 5862, on the 2nd day of June, 2014; and

WHEREAS, the City’s current Guidelines are attached as **Exhibit A** hereto; and

WHEREAS, the Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Code; and

WHEREAS, the City has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, Kaiser currently owns the Premises, as hereinafter defined, and Kaiser expects to construct an additional approximate 55,000 square foot building to house a 4,400 ton extrusion press and related manufacturing equipment (the “Improvements”) on the Premises. The Improvements and use of the Premises is expected to significantly enhance the economic base of the City; and

WHEREAS, the City Council also finds that the improvements sought are feasible and practical and would be of benefit to the land to be included in the Zone and to the City after expiration of this Agreement; and

WHEREAS, the City Council finds that the terms of this Agreement and the Premises and proposed Qualified Facilities, as hereinafter defined, meet the applicable guidelines and criteria heretofore adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located;

NOW, THEREFORE, the City, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of major investment in the Zone that contributes to the economic development of the City and enhancement of the tax base in the City and Grayson County, Texas; and

Kaiser, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Sections 312.201 through 312.211 of the Code, does hereby contract, covenant and agree as follows:

I. DEFINITIONS

Wherever used in this Agreement, the following capitalized terms shall have the meanings ascribed to them:

- A. “KAISER AFFILIATE” shall mean any Person, directly or indirectly controlling, controlled by, or under common control with Kaiser. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.
- B. “EFFECTIVE DATE” shall have the meaning given it in the introductory paragraph of this Agreement.
- C. “ELIGIBLE PROPERTY VALUE” shall mean (i) with respect to each Qualified Facility for a particular tax year, the value of such Qualified Facility on the tax rolls of the Grayson Appraisal District as of such tax year; and (ii) with respect to business personal property located on the Premises for a particular tax year, the value of such business personal property on the tax rolls of the Grayson Appraisal District as of such tax year.
- D. “FORCE MAJEURE” shall mean, without limitation, acts of God, or the public enemy, war, terrorism, criminal acts by unrelated third parties, riot, civil commotion, insurrection, governmental or de facto governmental action other than the City’s legislative zoning authority, fire, explosions, floods, strikes, adverse weather, or any other extraordinary event beyond the control of Kaiser (including, without limitation, broad based extraordinary economic events) that makes it reasonably impracticable to accomplish a desired objective.

- E. “PERSON” shall mean an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.
- F. “PREMISES” shall mean all that parcel of land owned by Kaiser as hereinafter described in **Exhibit B** attached hereto.
- G. “QUALIFIED FACILITIES” shall mean any building, improvement, structure, fixture, parking or paving constructed on the Premises.
- H. “REAL PROPERTY” and “PERSONAL PROPERTY” shall, for the purposes of this agreement, be defined by the Texas Tax Code.

II. GENERAL PROVISIONS

- A. All procedures followed by the City shall conform to the requirements of the Code, and shall be undertaken in coordination with Kaiser’s corporate, public, employee, and business relations requirements.
- B. The Premises will be owned by Kaiser or a Kaiser Affiliate, which Premises are located solely within the city limits of the City and solely within the Zone.
- C. The Premises are not in an improvement project financed by tax increment bonds.
- D. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City; provided, however, that this section shall not be construed to create a security interest in the Premises or Qualified Facilities in favor of such holders of outstanding bonds of the City.
- E. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of the City or any member of the governing body of any taxing unit joining in or adopting this Agreement.
- F. This Agreement is intended to comply with the requirements of Section 312.204 of the Code and is authorized by the Texas Property Redevelopment and Tax Abatement Act of the Texas Tax Code, Chapter 312, by the Guidelines and by resolution of the City Council authorizing execution of this Agreement.
- G. During the period of the tax abatement herein authorized, Kaiser shall be subject to all applicable City taxation not specifically abated or exempted, including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies.

III. CONDITION PRECEDENT TO TAX ABATEMENT

As a condition precedent to a tax abatement under this Agreement, Kaiser or a Kaiser Affiliate must substantially locate all Improvements to the Premises by January 1, 2017.

**IV.
TERM AND ABATEMENT PERIOD**

A six (6) year tax abatement period permitted by law is hereby granted with respect to all Improvements located therein or otherwise on the Premises, as indicated in Section VI below. The tax abatement period shall commence to run beginning no later than January 1, 2017.

**V.
INITIAL AND MINIMUM TAX LIABILITY**

A. For the purposes of this Agreement, the Improvements shall reflect a minimum original acquisition cost of \$25 million.

B. During the period of tax abatement herein authorized, Kaiser shall be liable to the City for a minimum taxable value assigned under Sec. V.A. for all property covered under this Agreement.

**VI.
RATE, SCOPE, CONDITIONS AND COVENANTS**

The rate and scope and additional conditions of tax abatement shall be as follows:

A. Annual Rates of Abatement – The following shall be the annual rates of tax abatement on the Improvements for the real property and the business personal property located therein and subject to this Agreement:

REAL AND BUSINESS PERSONAL PROPERTY	
Year	Percentage of City Property Taxes Abated
1	100%
2	100%
3	75%
4	50%
5	50%
6	25%

B. Operation Covenant. Kaiser shall operate the Facility in accordance with prudent industry standards and applicable law.

C. Property Tax Covenant. Throughout the term of this Agreement, Kaiser shall timely pay all property taxes for the Premises and real and business personal property located therein due and owing by it to all relevant taxing jurisdictions.

D. Management Change Notice Covenant. During the term of this Agreement, Kaiser shall notify the City in writing of any change of the manager of Kaiser within seven (7) days of such change.

VII. REPORTING AND MONITORING

Kaiser agrees to the following reporting and monitoring provisions, and failure to fully and timely comply with any one requirement shall constitute an event of default:

A. Not later than January 31 of each applicable year, Kaiser shall submit to the City a certification from Kaiser as to the conditions set forth in Section VI.B., C., and D.

B. Kaiser shall provide to the City a semi-annual report certifying the status of compliance through the life of the Agreement of new investments and any other relevant information.

C. Kaiser, during normal business hours, at its headquarters or at the Sherman plant location, shall allow to the City, its agents and employees, reasonable access to its books and records that are related to the described economic development consideration and incentives, to verify records related to economic development considerations and incentives, but the confidentiality of such records will be maintained.

D. Kaiser further covenants and agrees that the City, its agents and employees, shall have a continuing and reasonable right of access to the real property, together with all Premises, Qualified Facilities and Improvements, at reasonable times and with reasonable notice to Kaiser, and in accordance with Kaiser's visitor access and security policies, in order to inspect the Premises, Qualified Facilities and Improvements to insure that the installation of the Improvements is in accordance with this Agreement and that all applicable state and local laws, ordinances and regulations are being followed. City, its agents and employees, shall defend, indemnify, and hold harmless Kaiser from any damages or liability to persons or property arising from City, its agents and employees, entry upon Kaiser's Property, unless such injury is caused by the sole negligence of Kaiser, to the extent permitted by law.

E. The Premises at all times shall be used in a manner that is consistent with the general purpose of encouraging development within the Zone.

VIII. BREACH/FAILURE TO MEET CERTAIN CONDITIONS

In the event that Kaiser breaches any of the terms or conditions of this Agreement, then Kaiser shall be in default of this Agreement. In the event Kaiser defaults in its performance, the City shall give Kaiser written notice of such default/failure of condition and, if Kaiser has not cured such default/failure of condition within sixty (60) days of said written notice, then this Agreement may be terminated by the City; provided, however, that if such default is not reasonably susceptible of cure within such sixty (60) day period and Kaiser has commenced and is pursuing the cure of same, then, after first advising the City Council of Kaiser's efforts to cure same, Kaiser may utilize an additional ninety (90) days for such purposes. Additional time, i.e.,

time in addition to the foregoing one hundred fifty (150) days, may be authorized by the City Council. City's sole and exclusive remedy against any Person for any breach or failure of condition under this Agreement, in the event of default after the expiration of the applicable notice and cure periods, shall be that this Agreement shall terminate and all future tax abatements under this Agreement shall be void (it being understood that the City shall not be entitled to any repayment of tax abatements under this Agreement, except as provided in Section IX below, and it being further understood that the failure to meet a covenant set forth in Section VI.B., C. or D. for any year is not a breach and results only in the loss to the right to abatement for such year). Notwithstanding any provision in this Agreement to the contrary, neither Kaiser nor any other Person shall be required to pay any amounts to the City under this Agreement, with the only remedy being the loss of future tax abatements.

IX. CONTINUITY OF OPERATIONS

Notwithstanding Section VI.A. above, if for any reason operations are suspended or cease at any point during the term of this Agreement, then no tax abatements under this Agreement shall be provided. Further, in the event of any cessation of operations, or abandonment of Premises by Kaiser, all previously abated taxes are immediately due to the City.

X. EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

This Agreement shall be binding on and inure to the benefit of the Parties and all Kaiser Affiliates, their respective successors and assigns. Neither Party may assign its rights and duties hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that Kaiser may assign this Agreement and all of its rights hereunder to any Affiliate. In addition, this Agreement and all rights hereunder may be assigned for the benefit of any Financing Party including, but not limited to, an assignment to such Parties upon a foreclosure. Any assignment in violation of this Section X shall not affect any rebates with respect to which Kaiser or any Kaiser Affiliate is already entitled.

XI. NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

Kaiser:
Mr. Neil West
Vice President/Chief Accounting Officer
Kaiser Aluminum
27422 Portola Parkway #200
Foothill Ranch, CA 92610-2831

City:
City Manager
City of Sherman
220 West Mulberry Street
P. O. Box 1106
Sherman, Texas 75091-1106

XII.
CITY COUNCIL AUTHORIZATION

This Agreement was authorized by resolution of the City Council that was approved by the affirmative vote of a majority of the City Council at its regularly scheduled City Council meeting on the 4th day of May, 2015, authorizing the Mayor to execute this Agreement on behalf of the City.

XIII.
KAISER AUTHORIZATION

An authorized representative of Kaiser entered into this Agreement.

XIV.
SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

XV.
ESTOPPEL CERTIFICATE

Any Party hereto may request an estoppel certificate from another Party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which will upon request be addressed to a subsequent purchaser or assignee of Kaiser, shall include, but not necessarily be limited to, statements (to the actual knowledge of the Party providing such) that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the Party(ies) to receive the certificate. The City Manager for the City shall provide any such certificate on behalf of the City.

XVI.
APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be in a court located in Grayson County, Texas.

XVII.
INDEMNIFICATION

A. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE CITY IN THIS AGREEMENT, KAISER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS COUNCILMEMBERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER "CITY'S INDEMNIFIED

PARTY”) FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART) KAISER’S PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT.

B. Notice of Indemnified Loss. The City’s Indemnified Party shall promptly notify Kaiser of any indemnified Losses or Claim for indemnified Losses in respect of which the City’s Indemnified Party may be entitled to indemnification under this Section XVII. Such notice shall be given as soon as reasonably practicable after the City’s Indemnified Party becomes aware of the Loss or Claim for Losses.

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

D. Limitation on Indemnity. The amount owing to an Indemnified Party will be the amount of the Indemnified Party’s Losses net of any insurance proceeds received by the indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire Tax Abatement Agreement between the Parties, supersedes any prior understanding or written or oral tax abatement agreements or representations between the Parties, and can be modified only by written instrument subscribed to by all Parties. Notwithstanding the foregoing provision, this Agreement does not modify, alter, or amend any other agreement or instrument among the City and Kaiser relating to matters other than the abatement of real property taxes with respect to the Premises and the Qualified Facilities and business personal property located on the Premises. This Agreement may be executed in multiple counterparts (and may be delivered by telecopy, in addition to other means, with originals to follow), each of which shall be considered an original.

EXECUTED the _____ day of _____, 2015.

CITY OF SHERMAN, TEXAS

By: _____

Carolyn S. Wacker
Mayor

ATTEST:

By: _____

Linda Ashby
City Clerk

CITY OF SHERMAN, TEXAS
APPROVED AS TO FORM:

By: _____

Brandon S. Shelby
City Attorney

**KAISER ALUMINUM FABRICATED PRODUCTS, LLC,
a Delaware Limited Liability Corporation**

By:

Name: **Max Gorman**

Title: **General Manager**

Address: **4300 South U.S. Highway 75
Sherman, Texas 75091**

MAYOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §
CITY OF SHERMAN §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Carolyn S. Wacker, Mayor of the City of Sherman, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, Texas, a municipal corporation, that she was duly authorized to perform the same by appropriate resolution of the City Council for the City of Sherman and that she executed the same as the act of the said City for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public in and for the State of Texas

(Typed/Printed Name of Notary)

My Commission Expires:

KAISER ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §
CITY OF SHERMAN §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Max Gorman, General Manager for Kaiser Aluminum Fabricated Products, LLC, a Delaware Limited Liability Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me he executed the same as a duly authorized officer of such corporation, and as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public in and for the State of Texas

(Typed/Printed Name of Notary)

My Commission Expires:

**EXHIBIT A
TO TAX ABATEMENT AGREEMENT**

Comprehensive Guidelines

[Attached]

RESOLUTION NO. 5862

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN'S INDUSTRIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, by Resolution No. 5676, passed and approved on June 4, 2012, the City of Sherman declared its eligibility and intention to participate in the Tax Abatement Program to promote development/redevelopment in certain areas of the City and adopted Tax Abatement Guidelines and Criteria for use in all Tax Abatement Programs; and

WHEREAS, the City of Sherman is required to renew the guidelines and criteria adopted for this program every two years;

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby renews the following Tax Abatement Guidelines and Criteria for use in all Tax Abatement Programs, as required by law:

**CITY OF SHERMAN'S
RENEWED TAX ABATEMENT GUIDELINES AND CRITERIA**

1. A tax abatement agreement must be reasonably likely to contribute to the retention or expansion of primary employment or to attract a primary employer to make a major capital investment that will benefit the City of Sherman's economic development. Primary employers are those companies whose sales, service and shipments are ultimately used in statewide, national or international markets.
2. A tax abatement agreement will not be entered into where a company is only changing its location within Grayson County, without increasing the number of employees, significantly expanding the facilities, or unless failure to grant such abatement would mean the loss of the business operation in Grayson County.
3. Tax abatement agreements will be considered for both new facilities and structures and for the expansion or modernization of existing facilities and structures.
4. The City Council of the City of Sherman will approve or deny a tax abatement request

based upon the subjective evaluation of the following guidelines and criteria. The Council may consider any advisory recommendations received from the Tax Reinvestment Advisory Committee as it may choose:

- Employment Impact

How many jobs will be created by this project?

How many current jobs will be retained by this project?

What types of jobs will be created or retained?

What will the annual total payroll of the created and/or retained jobs be, in current dollars and projected for each of the next five years?

- Fiscal Impact

How much real and personal property will be added to the tax rolls, for each tax year covered by the abatement agreement?

What is the economic life to the additional property?

What effect will this project have on existing businesses or facilities?

What is the total budget for this project, projected for each year covered by the abatement agreement?

What capital expenditures will the project require of the City of Sherman?

- Community Impact

What effect would the project have on the local housing market?

Is the project compatible with existing long-range or comprehensive plans?

What is the environmental impact of the project?

SECTION 2. That these Renewed Tax Abatement Guidelines and Criteria shall be effective immediately upon the passage of this resolution.

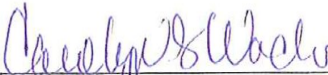
SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of

said meeting was given as required by law.

PASSED AND APPROVED on this the 2nd day of June, 2014.

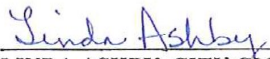
CITY OF SHERMAN, TEXAS

BY:


CAROLYN S. WACKER, MAYOR

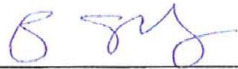
ATTEST:

BY:


LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY:


BRANDON S. SHELBY,
CITY ATTORNEY

**EXHIBIT B
TO TAX ABATEMENT AGREEMENT**

The Premises



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

4300 South Highway 75



NOT TO SCALE

1 in = 487 ft

Field Notes

Tract 1:

Being a tract or parcel of land situated in the County of Grayson, State of Texas and being a part of the Sherrod Dunman Survey, Abstract No. 329, being a called 45.93 acre tract referred to as "Tract One" as conveyed to Kaiser Aluminum and Chemical Corporation by Deed recorded in Volume 3868, Page 348, Deed Records, Grayson County, Texas (D.R.G.C.T.) containing 45.938 acres of land, more or less, and being more particularly described by metes and bounds as follows:

Beginning at a concrete monument on the West right-of-way (R.O.W.) line of U.S. Highway No. 75 (a variable width R.O.W.) and East line of said Kaiser Tract with said point being at the Northeast corner of said Kaiser Tract and Southeast corner of a called 24.05 acre tract conveyed to the State of Texas in Grayson County Clerk Document No. 0013451 as filed with Grayson County Clerk on May 15, 2003 A.D.;

Thence South 09 degrees 48 minutes 00 seconds East along the West R.O.W. line of said U.S. Highway 75 and East line of said Kaiser Tract, for a distance of 497.88 feet to a 5/8 inch iron rebar rod with plastic cap stamped "JLS 5577" set for corner (JLS Point);

Thence South 06 degrees 44 minutes 26 seconds East along the West R.O.W. line of said U.S. Highway 75 and East line of said Kaiser Tract, for a distance of 469.80 feet to a concrete monument found for corner;

Thence South 05 degrees 59 minutes 00 seconds East along the West R.O.W. line of said U.S. Highway 75 and East line of said Kaiser Tract, for a distance of 272.68 feet to a 5/8 inch iron rebar rod with plastic cap stamped "JLS 5577" set for corner (JLS Point);

Thence South 75 degrees 14 minutes 17 seconds West (called South 75 degrees 16 minutes 00 seconds West by Kaiser Deed) departing the West R.O.W. line of said U.S. Highway 75 and East line of said Kaiser Tract and along the South line of said Tract One of said Kaiser Tract and North line of "Tract Two" as conveyed to Kaiser Aluminum and Chemical Corporation by Deed recorded in Volume 3868, Page 348, D.R.G.C.T. for a distance of 1,557.98 feet (called 1,557.25 feet by Kaiser Deed) to a nail found in concrete for corner at the apparent centerline of Howe Drive;

Thence North 13 degrees 13 minutes 06 seconds West (called North 13 degrees 13 minutes 44 seconds West by Kaiser Deed) along the apparent centerline of said Howe Drive and West line of said Kaiser Tract for a distance of 1,231.16 feet (called 1,231.21 feet by Kaiser Deed) to an "X" found in concrete for corner at the apparent centerline of Howe Drive and being at the North West corner of said Kaiser Tract and Southwest corner of said State of Texas Tract;

Thence North 75 degrees 14 minutes 18 seconds East (called North 75 degrees 16 minutes 00 seconds East by Kaiser Deed) departing the apparent centerline of said Howe Drive and

West line of said Kaiser Tract and along the North line of said Kaiser Tract and South line of said State of Texas Tract for a distance of 1,675.05 feet (called 1,674.54 feet by Kaiser Deed and 1,675.67 feet by State of Texas Deed) to the point of beginning of the herein described tract of land and containing within the metes recited 45.94 acres (2,001,059 square feet) of land, more or less.

Tract Two:

Being a tract or parcel of land situated in the County of Grayson, State of Texas and being a part of the Sherrod Dunman Survey, Abstract No. 329, being a called 11.694 acre tract referred to as "Tract Two" as conveyed to Kaiser Aluminum and Chemical Corporation by Deed recorded in Volume 3868, Page 348, D.R.G.C.T. containing 11.78 acres of land, more or less, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rebar rod found at the intersection of the West R.O.W. line of U.S. Highway No. 75 and the North line of Dorset Drive with said point marking the Southeast corner of the herein described tract;

Thence South 75 degrees 16 minutes 00 seconds West departing the West R.O.W. line of said U.S. Highway No. 75 and along the North line of said Dorset Drive and South line of said "Tract Two" Kaiser Tract for a distance of 578.35 feet (called 573.00 feet by the Kaiser Deed) to a 1/2 inch iron rebar rod found for corner at the Southwest corner of said "Tract Two" Kaiser Tract and the Southeast corner of a called 5.034 acre tract of land conveyed to Yellow Equipment & Terminals, Inc. in Volume 1217, Page 304, D.R.G.C.T.;

Thence North 14 degrees 44 minutes 00 seconds West departing the North R.O.W. line of said Dorset Drive and along the West line of said "Tract Two" Kaiser Tract and East line of said Yellow Equipment Tract and generally along a fence for a distance of 510.00 feet to a chain link fence post found for corner;

Thence South 75 degrees 16 minutes 00 seconds West along the most northerly South line of said "Tract Two" Kaiser Tract and North line of said Yellow Equipment Tract and generally along a fence for a distance of 430.00 feet to a chain link fence post found for corner at the most northerly Southwest corner of said "Tract Two" Kaiser Tract and Northwest corner of said Yellow Equipment Tract and also being at the Southeast corner of a called 1.036 acre tract of land conveyed to 416 Interchange Business Park, L.P. as "Tract II" in Volume 3788, Page 919, D.R.G.C.T.;

Thence North 14 degrees 44 minutes 00 seconds West along the most westerly West line of said "Tract Two" Kaiser Tract East line of said "Tract II" 416 Interchange Business Park Tract and generally along a fence for a distance of 179.44 feet (called 180.00 feet by Kaiser Deed and 416 Interchange Business Park Deed) to a 1/2 inch iron rebar rod found for corner with said point being in the South line of "Tract One" of said Kaiser Deed;

Thence North 75 degrees 14 minutes 17 seconds East (called North 75 degrees 16 minutes 00 seconds East by Kaiser Deed) along the North line of said "Tract Two" Kaiser Tract and South

line of "Tract One" Kaiser Tract and generally along a fence for a distance of 1,114.55 feet (called 1,109.20 feet by Kaiser Deed) to a 5/8 inch iron rebar rod with plastic cap stamped "JLS 5577" set for corner (JLS Point) with said point being on the westerly R.O.W. line of said U.S. Highway No. 75;

Thence South 05 degrees 59 minutes 00 seconds East along the westerly R.O.W. line of said U.S. Highway No. 75 and East line of said "Tract Two" Kaiser Deed for a distance of 698.13 feet to the point of beginning and containing within the metes recited 11.73 acres (512,802 square feet) of land, more or less.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 05/04/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

D.3. * RESOLUTION NO. 5969

Authorizing Execution of an Agreement with Jessie M. Holt for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 502 East Centennial Street

E.1. * CHANGE ORDER NO. 1

Dorchester Trinity No. 10 Well Repairs; Weisinger Incorporated; \$9,828.00 Increase

F.3. * OTHER BUSINESS

Consider Request of the 2015 Neighborhood Recreational Committee to Temporarily Close Certain Streets for the Annual "Juneteenth Celebration" and "Juneteenth Parade" on Saturday, June 20, 2015

F.4. * OTHER BUSINESS

Approve Quarterly Investment Report for Quarter Ended March 31, 2015

F.5. * OTHER BUSINESS

Site Plan Approval for Kaiser Aluminum Fabricated Products, LLC, Owners; Dana Mann, Representative; Coffman Engineers, Engineers; and Robert Kasberger Applied Services, Architect; under Ordinance No. 2252, Article IV, Section 410(2)(j) for an Expansion of their Aluminum Extrusion Press Facilities for a New Press Line Building for Kaiser Aluminum in the Blalock Industrial Park District at 4300 South U.S. Highway 75



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 05/04/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 5967

Authorizing Execution of an Agreement with Kaiser Aluminum Fabricated Products, LLC for the Abatement of Ad Valorem Property Taxes for Improvements within Industrial Reinvestment Zone, Number 042015-1, City of Sherman, Texas

Issue:

Approval of a proposed property tax abatement agreement between the City of Sherman and Kaiser Aluminum Fabricated Products, LLC (Kaiser)

Background:

On Monday, March 16, 2015, the Tax Reinvestment Committees of the City of Sherman, the Sherman Independent School District, Grayson County, and Grayson College (the "Committee") met to consider a request from Kaiser for a tax abatement involving a project to construct an additional approximate 55,000 square foot building to house a 4,400 ton extrusion press and related manufacturing equipment at its Sherman location. The taxable value of Kaiser's current property is about \$16 million.

This project proposes to add an additional \$25 million in value to the tax rolls, before any abatement, with about \$10 million coming from real property and \$15 million coming from business personal property (the manufacturing equipment). In addition, Kaiser plans to add ten (10) additional positions to their current workforce.

The proposed agreement calls for a six (6) year abatement of 100%, 100%, 75%, 50%, 50%, 25% in accordance with the City's current tax abatement matrix. As is the case with all tax abatements, none of the proposed property considered under this abatement agreement is currently on the tax rolls, so the benefit from this abatement is that the City will see a net increase in property tax revenues.

Origination:

Kaiser Aluminum Fabricated Products, LLC, Applicant
Tax Reinvestment Committee

Financial Consideration:

At a minimum taxable value of \$25 million each year, this project would generate \$465,000 in property tax revenues for the City over the first six (6) years at the current tax rate before any abatement is applied; and the abatement will provide an estimated benefit to the taxpayer of \$372,000 over the same time frame.

Staff Recommendation:

It is recommended that the City Council approve the proposed tax abatement agreement.

Alternatives:

The City Council could deny the tax abatement agreement.

Attachments

Resolution No. 5967

Tax Abatement Agreement

RESOLUTION NO. 5967

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH KAISER ALUMINUM FABRICATED PRODUCTS, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES WITHIN INDUSTRIAL REINVESTMENT ZONE NO. 042015-1; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Kaiser Aluminum Fabricated Products, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Kaiser Aluminum Fabricated Products, LLC for the abatement of ad valorem property taxes for a period of six (6) years, for improvements within Industrial Reinvestment Zone, Number 042015-1, City of Sherman, Texas, including the construction of an additional approximate 55,000 square foot building to house a 4,400 ton extrusion press and related manufacturing equipment at its Sherman location, in the same or substantially same form as the 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 _____, 2015.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §
CITY OF SHERMAN §

THIS TAX ABATEMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2015 (the “Effective Date”), by and among the City of Sherman, Texas, a home rule city and municipal corporation of Grayson County, Texas, duly acting herein by and through its Mayor (“City”); and Kaiser Aluminum Fabricated Products, LLC, a Delaware Limited Liability Corporation, acting by and through its authorized officers (“Kaiser”), for the purposes and considerations stated below:

W I T N E S S E T H:

WHEREAS, on the 20th day of April, 2015, the City Council of the City (“City Council”) passed Ordinance No. 5873 (“Ordinance”) establishing Industrial Reinvestment Zone, Number 042015-1, City of Sherman, Texas (“Zone”), for commercial-industrial tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended (“Code”); and

WHEREAS, the City has adopted Guidelines and Criteria for the Industrial Tax Abatement Program (“Guidelines”), by the passage of Resolution No. 5862, on the 2nd day of June, 2014; and

WHEREAS, the City’s current Guidelines are attached as **Exhibit A** hereto; and

WHEREAS, the Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Code; and

WHEREAS, the City has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, Kaiser currently owns the Premises, as hereinafter defined, and Kaiser expects to construct an additional approximate 55,000 square foot building to house a 4,400 ton extrusion press and related manufacturing equipment (the “Improvements”) on the Premises. The Improvements and use of the Premises is expected to significantly enhance the economic base of the City; and

WHEREAS, the City Council also finds that the improvements sought are feasible and practical and would be of benefit to the land to be included in the Zone and to the City after expiration of this Agreement; and

WHEREAS, the City Council finds that the terms of this Agreement and the Premises and proposed Qualified Facilities, as hereinafter defined, meet the applicable guidelines and criteria heretofore adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located;

NOW, THEREFORE, the City, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of major investment in the Zone that contributes to the economic development of the City and enhancement of the tax base in the City and Grayson County, Texas; and

Kaiser, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Sections 312.201 through 312.211 of the Code, does hereby contract, covenant and agree as follows:

I. DEFINITIONS

Wherever used in this Agreement, the following capitalized terms shall have the meanings ascribed to them:

- A. “KAISER AFFILIATE” shall mean any Person, directly or indirectly controlling, controlled by, or under common control with Kaiser. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.
- B. “EFFECTIVE DATE” shall have the meaning given it in the introductory paragraph of this Agreement.
- C. “ELIGIBLE PROPERTY VALUE” shall mean (i) with respect to each Qualified Facility for a particular tax year, the value of such Qualified Facility on the tax rolls of the Grayson Appraisal District as of such tax year; and (ii) with respect to business personal property located on the Premises for a particular tax year, the value of such business personal property on the tax rolls of the Grayson Appraisal District as of such tax year.
- D. “FORCE MAJEURE” shall mean, without limitation, acts of God, or the public enemy, war, terrorism, criminal acts by unrelated third parties, riot, civil commotion, insurrection, governmental or de facto governmental action other than the City’s legislative zoning authority, fire, explosions, floods, strikes, adverse weather, or any other extraordinary event beyond the control of Kaiser (including, without limitation, broad based extraordinary economic events) that makes it reasonably impracticable to accomplish a desired objective.

- E. “PERSON” shall mean an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.
- F. “PREMISES” shall mean all that parcel of land owned by Kaiser as hereinafter described in **Exhibit B** attached hereto.
- G. “QUALIFIED FACILITIES” shall mean any building, improvement, structure, fixture, parking or paving constructed on the Premises.
- H. “REAL PROPERTY” and “PERSONAL PROPERTY” shall, for the purposes of this agreement, be defined by the Texas Tax Code.

II. GENERAL PROVISIONS

- A. All procedures followed by the City shall conform to the requirements of the Code, and shall be undertaken in coordination with Kaiser’s corporate, public, employee, and business relations requirements.
- B. The Premises will be owned by Kaiser or a Kaiser Affiliate, which Premises are located solely within the city limits of the City and solely within the Zone.
- C. The Premises are not in an improvement project financed by tax increment bonds.
- D. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City; provided, however, that this section shall not be construed to create a security interest in the Premises or Qualified Facilities in favor of such holders of outstanding bonds of the City.
- E. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of the City or any member of the governing body of any taxing unit joining in or adopting this Agreement.
- F. This Agreement is intended to comply with the requirements of Section 312.204 of the Code and is authorized by the Texas Property Redevelopment and Tax Abatement Act of the Texas Tax Code, Chapter 312, by the Guidelines and by resolution of the City Council authorizing execution of this Agreement.
- G. During the period of the tax abatement herein authorized, Kaiser shall be subject to all applicable City taxation not specifically abated or exempted, including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies.

III. CONDITION PRECEDENT TO TAX ABATEMENT

As a condition precedent to a tax abatement under this Agreement, Kaiser or a Kaiser Affiliate must substantially locate all Improvements to the Premises by January 1, 2017.

**IV.
TERM AND ABATEMENT PERIOD**

A six (6) year tax abatement period permitted by law is hereby granted with respect to all Improvements located therein or otherwise on the Premises, as indicated in Section VI below. The tax abatement period shall commence to run beginning no later than January 1, 2017.

**V.
INITIAL AND MINIMUM TAX LIABILITY**

A. For the purposes of this Agreement, the Improvements shall reflect a minimum original acquisition cost of \$25 million.

B. During the period of tax abatement herein authorized, Kaiser shall be liable to the City for a minimum taxable value assigned under Sec. V.A. for all property covered under this Agreement.

**VI.
RATE, SCOPE, CONDITIONS AND COVENANTS**

The rate and scope and additional conditions of tax abatement shall be as follows:

A. Annual Rates of Abatement – The following shall be the annual rates of tax abatement on the Improvements for the real property and the business personal property located therein and subject to this Agreement:

REAL AND BUSINESS PERSONAL PROPERTY	
Year	Percentage of City Property Taxes Abated
1	100%
2	100%
3	75%
4	50%
5	50%
6	25%

B. Operation Covenant. Kaiser shall operate the Facility in accordance with prudent industry standards and applicable law.

C. Property Tax Covenant. Throughout the term of this Agreement, Kaiser shall timely pay all property taxes for the Premises and real and business personal property located therein due and owing by it to all relevant taxing jurisdictions.

D. Management Change Notice Covenant. During the term of this Agreement, Kaiser shall notify the City in writing of any change of the manager of Kaiser within seven (7) days of such change.

VII. REPORTING AND MONITORING

Kaiser agrees to the following reporting and monitoring provisions, and failure to fully and timely comply with any one requirement shall constitute an event of default:

A. Not later than January 31 of each applicable year, Kaiser shall submit to the City a certification from Kaiser as to the conditions set forth in Section VI.B., C., and D.

B. Kaiser shall provide to the City a semi-annual report certifying the status of compliance through the life of the Agreement of new investments and any other relevant information.

C. Kaiser, during normal business hours, at its headquarters or at the Sherman plant location, shall allow to the City, its agents and employees, reasonable access to its books and records that are related to the described economic development consideration and incentives, to verify records related to economic development considerations and incentives, but the confidentiality of such records will be maintained.

D. Kaiser further covenants and agrees that the City, its agents and employees, shall have a continuing and reasonable right of access to the real property, together with all Premises, Qualified Facilities and Improvements, at reasonable times and with reasonable notice to Kaiser, and in accordance with Kaiser's visitor access and security policies, in order to inspect the Premises, Qualified Facilities and Improvements to insure that the installation of the Improvements is in accordance with this Agreement and that all applicable state and local laws, ordinances and regulations are being followed. City, its agents and employees, shall defend, indemnify, and hold harmless Kaiser from any damages or liability to persons or property arising from City, its agents and employees, entry upon Kaiser's Property, unless such injury is caused by the sole negligence of Kaiser, to the extent permitted by law.

E. The Premises at all times shall be used in a manner that is consistent with the general purpose of encouraging development within the Zone.

VIII. BREACH/FAILURE TO MEET CERTAIN CONDITIONS

In the event that Kaiser breaches any of the terms or conditions of this Agreement, then Kaiser shall be in default of this Agreement. In the event Kaiser defaults in its performance, the City shall give Kaiser written notice of such default/failure of condition and, if Kaiser has not cured such default/failure of condition within sixty (60) days of said written notice, then this Agreement may be terminated by the City; provided, however, that if such default is not reasonably susceptible of cure within such sixty (60) day period and Kaiser has commenced and is pursuing the cure of same, then, after first advising the City Council of Kaiser's efforts to cure same, Kaiser may utilize an additional ninety (90) days for such purposes. Additional time, i.e.,

time in addition to the foregoing one hundred fifty (150) days, may be authorized by the City Council. City's sole and exclusive remedy against any Person for any breach or failure of condition under this Agreement, in the event of default after the expiration of the applicable notice and cure periods, shall be that this Agreement shall terminate and all future tax abatements under this Agreement shall be void (it being understood that the City shall not be entitled to any repayment of tax abatements under this Agreement, except as provided in Section IX below, and it being further understood that the failure to meet a covenant set forth in Section VI.B., C. or D. for any year is not a breach and results only in the loss to the right to abatement for such year). Notwithstanding any provision in this Agreement to the contrary, neither Kaiser nor any other Person shall be required to pay any amounts to the City under this Agreement, with the only remedy being the loss of future tax abatements.

IX. CONTINUITY OF OPERATIONS

Notwithstanding Section VI.A. above, if for any reason operations are suspended or cease at any point during the term of this Agreement, then no tax abatements under this Agreement shall be provided. Further, in the event of any cessation of operations, or abandonment of Premises by Kaiser, all previously abated taxes are immediately due to the City.

X. EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

This Agreement shall be binding on and inure to the benefit of the Parties and all Kaiser Affiliates, their respective successors and assigns. Neither Party may assign its rights and duties hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that Kaiser may assign this Agreement and all of its rights hereunder to any Affiliate. In addition, this Agreement and all rights hereunder may be assigned for the benefit of any Financing Party including, but not limited to, an assignment to such Parties upon a foreclosure. Any assignment in violation of this Section X shall not affect any rebates with respect to which Kaiser or any Kaiser Affiliate is already entitled.

XI. NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid or by hand delivery:

Kaiser:
Mr. Neil West
Vice President/Chief Accounting Officer
Kaiser Aluminum
27422 Portola Parkway #200
Foothill Ranch, CA 92610-2831

City:
City Manager
City of Sherman
220 West Mulberry Street
P. O. Box 1106
Sherman, Texas 75091-1106

XII.
CITY COUNCIL AUTHORIZATION

This Agreement was authorized by resolution of the City Council that was approved by the affirmative vote of a majority of the City Council at its regularly scheduled City Council meeting on the 4th day of May, 2015, authorizing the Mayor to execute this Agreement on behalf of the City.

XIII.
KAISER AUTHORIZATION

An authorized representative of Kaiser entered into this Agreement.

XIV.
SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

XV.
ESTOPPEL CERTIFICATE

Any Party hereto may request an estoppel certificate from another Party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which will upon request be addressed to a subsequent purchaser or assignee of Kaiser, shall include, but not necessarily be limited to, statements (to the actual knowledge of the Party providing such) that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the Party(ies) to receive the certificate. The City Manager for the City shall provide any such certificate on behalf of the City.

XVI.
APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be in a court located in Grayson County, Texas.

XVII.
INDEMNIFICATION

A. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE CITY IN THIS AGREEMENT, KAISER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS COUNCILMEMBERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER "CITY'S INDEMNIFIED

PARTY”) FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART) KAISER’S PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT.

B. Notice of Indemnified Loss. The City’s Indemnified Party shall promptly notify Kaiser of any indemnified Losses or Claim for indemnified Losses in respect of which the City’s Indemnified Party may be entitled to indemnification under this Section XVII. Such notice shall be given as soon as reasonably practicable after the City’s Indemnified Party becomes aware of the Loss or Claim for Losses.

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

D. Limitation on Indemnity. The amount owing to an Indemnified Party will be the amount of the Indemnified Party’s Losses net of any insurance proceeds received by the indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire Tax Abatement Agreement between the Parties, supersedes any prior understanding or written or oral tax abatement agreements or representations between the Parties, and can be modified only by written instrument subscribed to by all Parties. Notwithstanding the foregoing provision, this Agreement does not modify, alter, or amend any other agreement or instrument among the City and Kaiser relating to matters other than the abatement of real property taxes with respect to the Premises and the Qualified Facilities and business personal property located on the Premises. This Agreement may be executed in multiple counterparts (and may be delivered by telecopy, in addition to other means, with originals to follow), each of which shall be considered an original.

EXECUTED the _____ day of _____, 2015.

CITY OF SHERMAN, TEXAS

By: _____

Carolyn S. Wacker
Mayor

ATTEST:

By: _____

Linda Ashby
City Clerk

CITY OF SHERMAN, TEXAS
APPROVED AS TO FORM:

By: _____

Brandon S. Shelby
City Attorney

**KAISER ALUMINUM FABRICATED PRODUCTS, LLC,
a Delaware Limited Liability Corporation**

By:

Name: **Max Gorman**

Title: **General Manager**

Address: **4300 South U.S. Highway 75
Sherman, Texas 75091**

MAYOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §
CITY OF SHERMAN §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Carolyn S. Wacker, Mayor of the City of Sherman, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, Texas, a municipal corporation, that she was duly authorized to perform the same by appropriate resolution of the City Council for the City of Sherman and that she executed the same as the act of the said City for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public in and for the State of Texas

(Typed/Printed Name of Notary)

My Commission Expires:

KAISER ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §
CITY OF SHERMAN §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Max Gorman, General Manager for Kaiser Aluminum Fabricated Products, LLC, a Delaware Limited Liability Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me he executed the same as a duly authorized officer of such corporation, and as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public in and for the State of Texas

(Typed/Printed Name of Notary)

My Commission Expires:

**EXHIBIT A
TO TAX ABATEMENT AGREEMENT**

Comprehensive Guidelines

[Attached]

RESOLUTION NO. 5862

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN'S INDUSTRIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, by Resolution No. 5676, passed and approved on June 4, 2012, the City of Sherman declared its eligibility and intention to participate in the Tax Abatement Program to promote development/redevelopment in certain areas of the City and adopted Tax Abatement Guidelines and Criteria for use in all Tax Abatement Programs; and

WHEREAS, the City of Sherman is required to renew the guidelines and criteria adopted for this program every two years;

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby renews the following Tax Abatement Guidelines and Criteria for use in all Tax Abatement Programs, as required by law:

**CITY OF SHERMAN'S
RENEWED TAX ABATEMENT GUIDELINES AND CRITERIA**

1. A tax abatement agreement must be reasonably likely to contribute to the retention or expansion of primary employment or to attract a primary employer to make a major capital investment that will benefit the City of Sherman's economic development. Primary employers are those companies whose sales, service and shipments are ultimately used in statewide, national or international markets.
2. A tax abatement agreement will not be entered into where a company is only changing its location within Grayson County, without increasing the number of employees, significantly expanding the facilities, or unless failure to grant such abatement would mean the loss of the business operation in Grayson County.
3. Tax abatement agreements will be considered for both new facilities and structures and for the expansion or modernization of existing facilities and structures.
4. The City Council of the City of Sherman will approve or deny a tax abatement request

based upon the subjective evaluation of the following guidelines and criteria. The Council may consider any advisory recommendations received from the Tax Reinvestment Advisory Committee as it may choose:

- Employment Impact

How many jobs will be created by this project?

How many current jobs will be retained by this project?

What types of jobs will be created or retained?

What will the annual total payroll of the created and/or retained jobs be, in current dollars and projected for each of the next five years?

- Fiscal Impact

How much real and personal property will be added to the tax rolls, for each tax year covered by the abatement agreement?

What is the economic life to the additional property?

What effect will this project have on existing businesses or facilities?

What is the total budget for this project, projected for each year covered by the abatement agreement?

What capital expenditures will the project require of the City of Sherman?

- Community Impact

What effect would the project have on the local housing market?

Is the project compatible with existing long-range or comprehensive plans?

What is the environmental impact of the project?

SECTION 2. That these Renewed Tax Abatement Guidelines and Criteria shall be effective immediately upon the passage of this resolution.

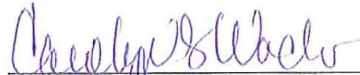
SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of

said meeting was given as required by law.

PASSED AND APPROVED on this the 2nd day of June, 2014.

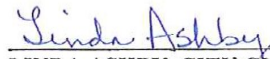
CITY OF SHERMAN, TEXAS

BY:


CAROLYN S. WACKER, MAYOR

ATTEST:

BY:


LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY:


BRANDON S. SHELBY,
CITY ATTORNEY

**EXHIBIT B
TO TAX ABATEMENT AGREEMENT**

The Premises



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

4300 South Highway 75



NOT TO SCALE

1 in = 487 f

Field Notes

Tract 1:

Being a tract or parcel of land situated in the County of Grayson, State of Texas and being a part of the Sherrod Dunman Survey, Abstract No. 329, being a called 45.93 acre tract referred to as "Tract One" as conveyed to Kaiser Aluminum and Chemical Corporation by Deed recorded in Volume 3868, Page 348, Deed Records, Grayson County, Texas (D.R.G.C.T.) containing 45.938 acres of land, more or less, and being more particularly described by metes and bounds as follows:

Beginning at a concrete monument on the West right-of-way (R.O.W.) line of U.S. Highway No. 75 (a variable width R.O.W.) and East line of said Kaiser Tract with said point being at the Northeast corner of said Kaiser Tract and Southeast corner of a called 24.05 acre tract conveyed to the State of Texas in Grayson County Clerk Document No. 0013451 as filed with Grayson County Clerk on May 15, 2003 A.D.;

Thence South 09 degrees 48 minutes 00 seconds East along the West R.O.W. line of said U.S. Highway 75 and East line of said Kaiser Tract, for a distance of 497.88 feet to a 5/8 inch iron rebar rod with plastic cap stamped "JLS 5577" set for corner (JLS Point);

Thence South 06 degrees 44 minutes 26 seconds East along the West R.O.W. line of said U.S. Highway 75 and East line of said Kaiser Tract, for a distance of 469.80 feet to a concrete monument found for corner;

Thence South 05 degrees 59 minutes 00 seconds East along the West R.O.W. line of said U.S. Highway 75 and East line of said Kaiser Tract, for a distance of 272.68 feet to a 5/8 inch iron rebar rod with plastic cap stamped "JLS 5577" set for corner (JLS Point);

Thence South 75 degrees 14 minutes 17 seconds West (called South 75 degrees 16 minutes 00 seconds West by Kaiser Deed) departing the West R.O.W. line of said U.S. Highway 75 and East line of said Kaiser Tract and along the South line of said Tract One of said Kaiser Tract and North line of "Tract Two" as conveyed to Kaiser Aluminum and Chemical Corporation by Deed recorded in Volume 3868, Page 348, D.R.G.C.T. for a distance of 1,557.98 feet (called 1,557.25 feet by Kaiser Deed) to a nail found in concrete for corner at the apparent centerline of Howe Drive;

Thence North 13 degrees 13 minutes 06 seconds West (called North 13 degrees 13 minutes 44 seconds West by Kaiser Deed) along the apparent centerline of said Howe Drive and West line of said Kaiser Tract for a distance of 1,231.16 feet (called 1,231.21 feet by Kaiser Deed) to an "X" found in concrete for corner at the apparent centerline of Howe Drive and being at the North West corner of said Kaiser Tract and Southwest corner of said State of Texas Tract;

Thence North 75 degrees 14 minutes 18 seconds East (called North 75 degrees 16 minutes 00 seconds East by Kaiser Deed) departing the apparent centerline of said Howe Drive and

West line of said Kaiser Tract and along the North line of said Kaiser Tract and South line of said State of Texas Tract for a distance of 1,675.05 feet (called 1,674.54 feet by Kaiser Deed and 1,675.67 feet by State of Texas Deed) to the point of beginning of the herein described tract of land and containing within the metes recited 45.94 acres (2,001,059 square feet) of land, more or less.

Tract Two:

Being a tract or parcel of land situated in the County of Grayson, State of Texas and being a part of the Sherrod Dunman Survey, Abstract No. 329, being a called 11.694 acre tract referred to as "Tract Two" as conveyed to Kaiser Aluminum and Chemical Corporation by Deed recorded in Volume 3868, Page 348, D.R.G.C.T. containing 11.78 acres of land, more or less, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rebar rod found at the intersection of the West R.O.W. line of U.S. Highway No. 75 and the North line of Dorset Drive with said point marking the Southeast corner of the herein described tract;

Thence South 75 degrees 16 minutes 00 seconds West departing the West R.O.W. line of said U.S. Highway No. 75 and along the North line of said Dorset Drive and South line of said "Tract Two" Kaiser Tract for a distance of 578.35 feet (called 573.00 feet by the Kaiser Deed) to a 1/2 inch iron rebar rod found for corner at the Southwest corner of said "Tract Two" Kaiser Tract and the Southeast corner of a called 5.034 acre tract of land conveyed to Yellow Equipment & Terminals, Inc. in Volume 1217, Page 304, D.R.G.C.T.;

Thence North 14 degrees 44 minutes 00 seconds West departing the North R.O.W. line of said Dorset Drive and along the West line of said "Tract Two" Kaiser Tract and East line of said Yellow Equipment Tract and generally along a fence for a distance of 510.00 feet to a chain link fence post found for corner;

Thence South 75 degrees 16 minutes 00 seconds West along the most northerly South line of said "Tract Two" Kaiser Tract and North line of said Yellow Equipment Tract and generally along a fence for a distance of 430.00 feet to a chain link fence post found for corner at the most northerly Southwest corner of said "Tract Two" Kaiser Tract and Northwest corner of said Yellow Equipment Tract and also being at the Southeast corner of a called 1.036 acre tract of land conveyed to 416 Interchange Business Park, L.P. as "Tract II" in Volume 3788, Page 919, D.R.G.C.T.;

Thence North 14 degrees 44 minutes 00 seconds West along the most westerly West line of said "Tract Two" Kaiser Tract East line of said "Tract II" 416 Interchange Business Park Tract and generally along a fence for a distance of 179.44 feet (called 180.00 feet by Kaiser Deed and 416 Interchange Business Park Deed) to a 1/2 inch iron rebar rod found for corner with said point being in the South line of "Tract One" of said Kaiser Deed;

Thence North 75 degrees 14 minutes 17 seconds East (called North 75 degrees 16 minutes 00 seconds East by Kaiser Deed) along the North line of said "Tract Two" Kaiser Tract and South

line of "Tract One" Kaiser Tract and generally along a fence for a distance of 1,114.55 feet (called 1,109.20 feet by Kaiser Deed) to a 5/8 inch iron rebar rod with plastic cap stamped "JLS 5577" set for corner (JLS Point) with said point being on the westerly R.O.W. line of said U.S. Highway No. 75;

Thence South 05 degrees 59 minutes 00 seconds East along the westerly R.O.W. line of said U.S. Highway No. 75 and East line of said "Tract Two" Kaiser Deed for a distance of 698.13 feet to the point of beginning and containing within the metes recited 11.73 acres (512,802 square feet) of land, more or less.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 05/04/2015

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 5968

Recognizing that the Portion of Highway named F.M. 1417, from U.S. Highway 75 to Old Luella Road, will be known as "Vietnam Veterans Parkway"

Issue:

To consider a proposed name change of F.M. 1417, from U.S. Highway 75 to Old Luella Road, to "Vietnam Veterans Parkway"

Background:

At the April 20th meeting, the City Council received a request from Mr. Charles Holcomb to name this portion of F.M. 1417 as "Vietnam Veterans Parkway". The Texas Department of Transportation has indicated that the highway name can be changed if the City will replace the street signs (at the City's cost). The Postal Service has indicated that their computer system has the ability to deliver mail to addresses with either name.

Origination:

Mr. Charles Holcomb and Ms. Nancy Knapp with the Vietnam Veterans of America Chapter 973

Financial Consideration:

The cost to change all street signs on F.M. 1417, between U.S. Highway 75 and Old Luella Road, is approximately \$100.00, including labor and materials.

Staff Recommendation:

It is recommended that the City Council approve renaming F.M. 1417, between U.S. Highway 75 and Old Luella Road, to "Vietnam Veterans Parkway".

Alternatives:

The street name could remain F.M. 1417.

Attachments

Resolution No. 5968

Location Map

Nancy Knapp's Request

RESOLUTION NO. 5968

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RECOGNIZING THAT THE PORTION OF HIGHWAY NAMED F.M. 1417, FROM U.S. HIGHWAY 75 TO OLD LUELLA ROAD, WILL BE KNOWN AS “VIETNAM VETERANS PARKWAY”; 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, from and after the effective date of this resolution, the highway known as F.M. 1417, from U.S. Highway 75 to Old Luella Road, will also be recognized as “Vietnam Veterans Parkway”, the location of which is shown on the attached Exhibit “A”

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

PASSED AND APPROVED on this the _____ day of _____, 2015.

CITY OF SHERMAN, TEXAS

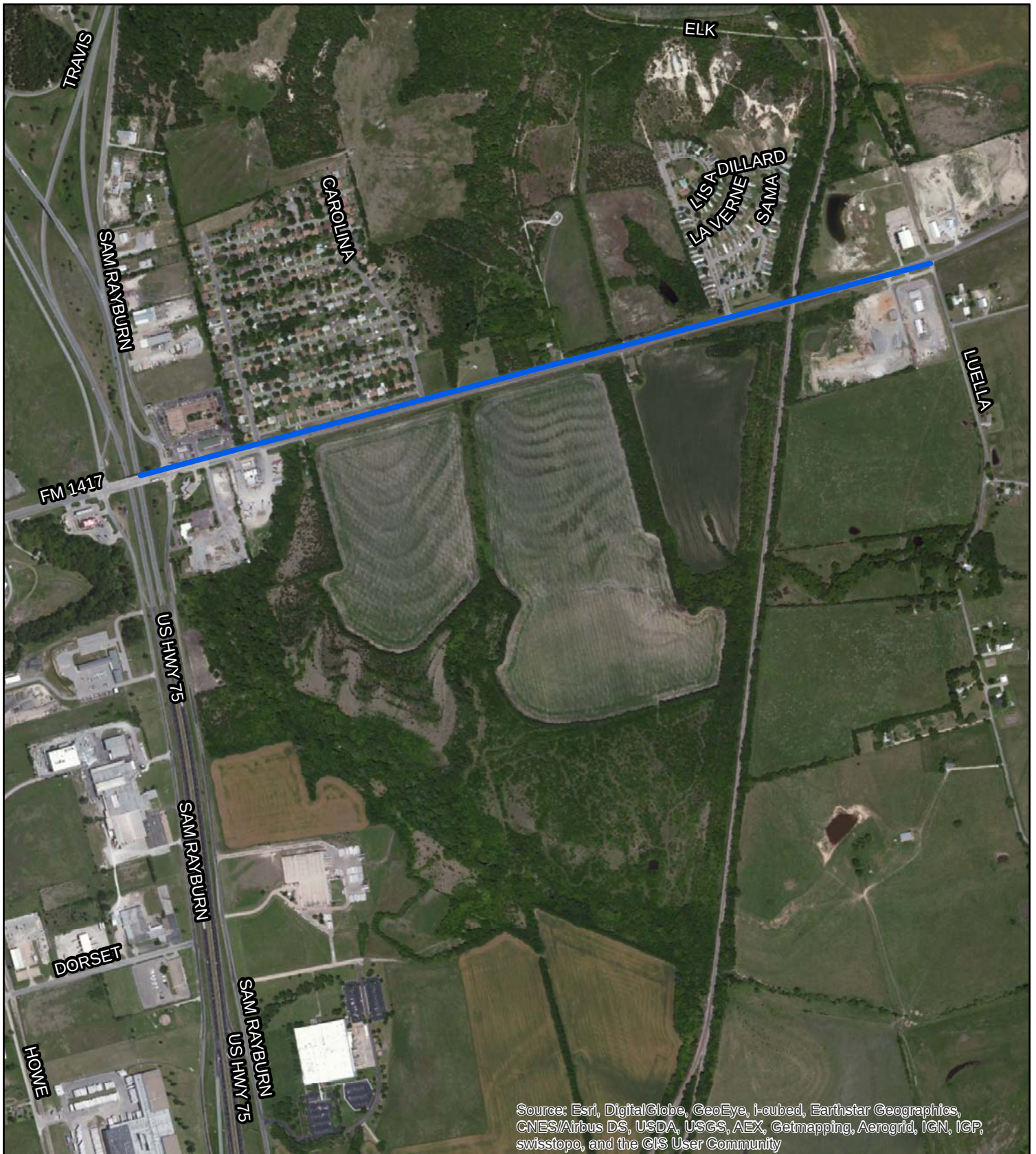
BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



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



Vietnam Veteran Highway



1,000 500 0 1,000 Feet



To: City of Sherman and Grayson County Commissioners Court

Date: March 10th, 2015

This is a request to set and finalize our request to present 'Veterans Name a Road Request – Vietnam Veterans Parkway' on FM1417 from FM11 west to Hwy 75.

** April 20th for the City of Sherman Business meeting.

**Grayson County Commissioners' Court on April 21st.

Reason for this Date request changes have been due to weather, Easter Holidays and scheduling meetings one to follow the other (City and County mtgs).

Reason for this request is that one of our Vietnam Veterans 'Robert 'Bob' Hillerby' was killed on this roadway October, 2013. After working with TX DOT to have 'Safety Turn Lanes' constructed on FM1417 Chapter 973 of the Vietnam Veterans of America would like to request this roadway be given a significant name to remember Bob Hillerby's life and help to other veterans. Therefore, this is how this request came about out of the love and care for Bob Hillerby. Mr. Hillerby was the 'Peer to Peer' lead counselor for veterans with Post Traumatic Stress Disorder/Illness and known by many veterans wanting the help.

Respectfully

Nancy Knapp, VVA Project Chair - FM1417 Safety Turn Lanes/Road Name-Vietnam Veterans Parkway. Member Vietnam Veterans of America-Chpt973 associate.

Questions: Nancy Knapp 903-337-0403

Response Receipt Requested. Thank You.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 3.

Meeting Date: 05/04/2015

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 5969**

Authorizing Execution of an Agreement with Jessie M. Holt for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 502 East Centennial Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 502 East Centennial Street.

Background:

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

Origination:

Jessie M. Holt, Applicant

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 \$382.80 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. 5969

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Building Permit

Photo

Location Map

Residential Tax Abatement Reinvestment Zone Map

RESOLUTION NO. 5969

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JESSIE M. HOLT FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 502 EAST CENTENNAIL 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 Jessie M. Holt and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Jessie M. Holt 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 502 East Centennial 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 _____, 2015.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
CAROLYN S. WACKER, 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 **JESSIE M. HOLT**, hereinafter referred to as OWNER,

WITNESSETH:

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

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

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

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

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

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

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

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2015, and continuing for tax years 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022,

2023 and 2024, 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 2015, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2015	100%
2016	100%
2017	100%
2018	100%
2019	100%
2020	100%
2021	80%
2022	60%
2023	40%
2024	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 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024, 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 502 East Centennial Street, Sherman, Texas, and as more particularly described by the following:

ALL that certain tract or parcel of land lying and being situated in the City of Sherman, Texas, in the Samuel Blagg Survey, Abstract 488, Grayson County, Texas, being all of the (called) 162 ½ feet by 210 feet tract conveyed to Joe Holt and Jessie Mae Holt, February 27, 1980, by deed recorded in Volume 1506, Page 785, of the Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod set at the Northwest corner of said Holt tract at the intersection of the South right of way of Centennial Street (being 30.0 feet from center of concrete curb and gutter and asphalt pavement) and an East right of way of a Saint Louis-San Francisco Railway Company tracks (being 40.0 feet from center of said tracks);

THENCE North 74 Degrees 11 Minutes 00 Seconds East, with the North line of said Holt tract and the South line of said Centennial Street right-of-way, a distance of 161.67 feet to a chain link fence corner post found at the Northwest corner of the (called) 1.311 acre tract conveyed to Virginia Crane, September 11, 2000, by sales contract, said tract described by Deed Recorded in Volume 2730, Page 535, of Real Property Records of Grayson County, Texas;

THENCE South 16 Degrees 33 Minutes 10 Seconds East, with the West line of said Crane tract and the east line of said Holt tract, along and near a chain link and a wire fence, a distance of 210.00 feet to an iron rod set, from which an iron rod found at a fence corner post, the Southeast corner of said Crane tract on the North line of a tract conveyed to Justin Briscoe By Sheriffs Deed, October 31, 2014, recorded in Volume 5541, Page 224, of said Real Property Records, bears South 16 Degrees 33 Minutes 10 Seconds East, 26.35 feet;

THENCE South 74 Degrees 11 Minutes 00 Seconds West, with the South line of said Holt tract, a distance of 160.60 feet to an iron rod set in a curve of the East right-of-way line of said railway;

THENCE with said curvy to the right, having a delta angle of 01 Degree 20 Minutes 35 Seconds, a radius of 2,824.79 feet, an arc length of 66.22 feet and a chord of North 17 Degrees 18 Minutes 18 Seconds West, 66.21 feet to a point of tangency;

THENCE North 16 Degrees 38 Minutes 00 Seconds West, with said railway

Right-of-way, a distance of 143.80 feet to the **POINT-OF-BEGINNING AND CONTAINING IN ALL 0.778 ACRE OR 33,901 SQUARE FEET OF LAND.**

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

Jessie M. Holt
211 E. Canyon Grove Rd.
Knollwood, Texas 75092
(903) 892-8308

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 _____, 2015.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
JESSIE M. HOLT

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
JESSIE M. HOLT

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 **JESSIE M. HOLT**, 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 _____, 2015 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

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

Property Owner:

Name: Jessie M. Holt

Mailing Address: 502 E. Centennial St. Sherman, TX 75090

Telephone Number: 903-892-8308

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 502 E. Centennial St. Sherman, TX 75090

Summary Legal Description: Lot: ☒ Block: _____ 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: \$110,000

Estimated Date of Start of Construction: 3/26/15

Estimated Date of Completion of Project: 6/26/15 - within 90 days

Description of Project: ~~Large~~ demolishing old house
and building new house

Applicant(s): Jessie M. Holt

Date: 3/26/15

Date: _____

WARRANTY DEED

2597

THE STATE OF TEXAS
COUNTY OF GRAYSON

KNOW ALL MEN BY THESE PRESENTS:

That I, John J. Pavelich of Llano County, Texas, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to me cash in hand paid by Joe Holt and wife, Jessie Mae Holt, of Grayson County, Texas, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said Joe Holt and wife, Jessie Mae Holt, the following described property:

All that certain lot, tract or parcel of land situated in the City of Sherman, Grayson County, Texas, a part of the Sam Blagg Survey, and more particularly described as follows, to wit:

BEGINNING at a point where the East line of the Saint Louis-San Francisco Railway Company's right-of-way intersects the South line of Centennial Street in the City of Sherman;
THENCE East with the South line of Centennial Street 162½ feet to a stake for a corner;
THENCE South 16 deg. E 210 feet to a stake for a corner;
THENCE South 74 deg. W. parallel with the South line of Centennial Street to a stake in the East right-of-way line of the St. Louis and San Francisco Railway;
THENCE North 16 deg. W. with and along said East right-of-way line of said Railroad to the place of beginning, containing 162½ x 210 feet of land, and being the same property conveyed by Dee Robison to Louise Robison by deed dated January, 1962, of record in Vol. 950, at page 287, of the Deed Records of Grayson County, Texas;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Joe Holt and wife, Jessie Mae Holt, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular, the said premises unto the said Joe Holt and wife, Jessie Mae Holt, their heirs and

VOL 1506 PAGE 786

assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, provided and except, however, this conveyance is made subject to any visible or apparent easements not of record affecting the premises.

WITNESS MY HAND this 27 day of February, 1980.

John J. Pavelich
John J. Pavelich

THE STATE OF TEXAS

COUNTY OF LLANO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John J. Pavelich, 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.

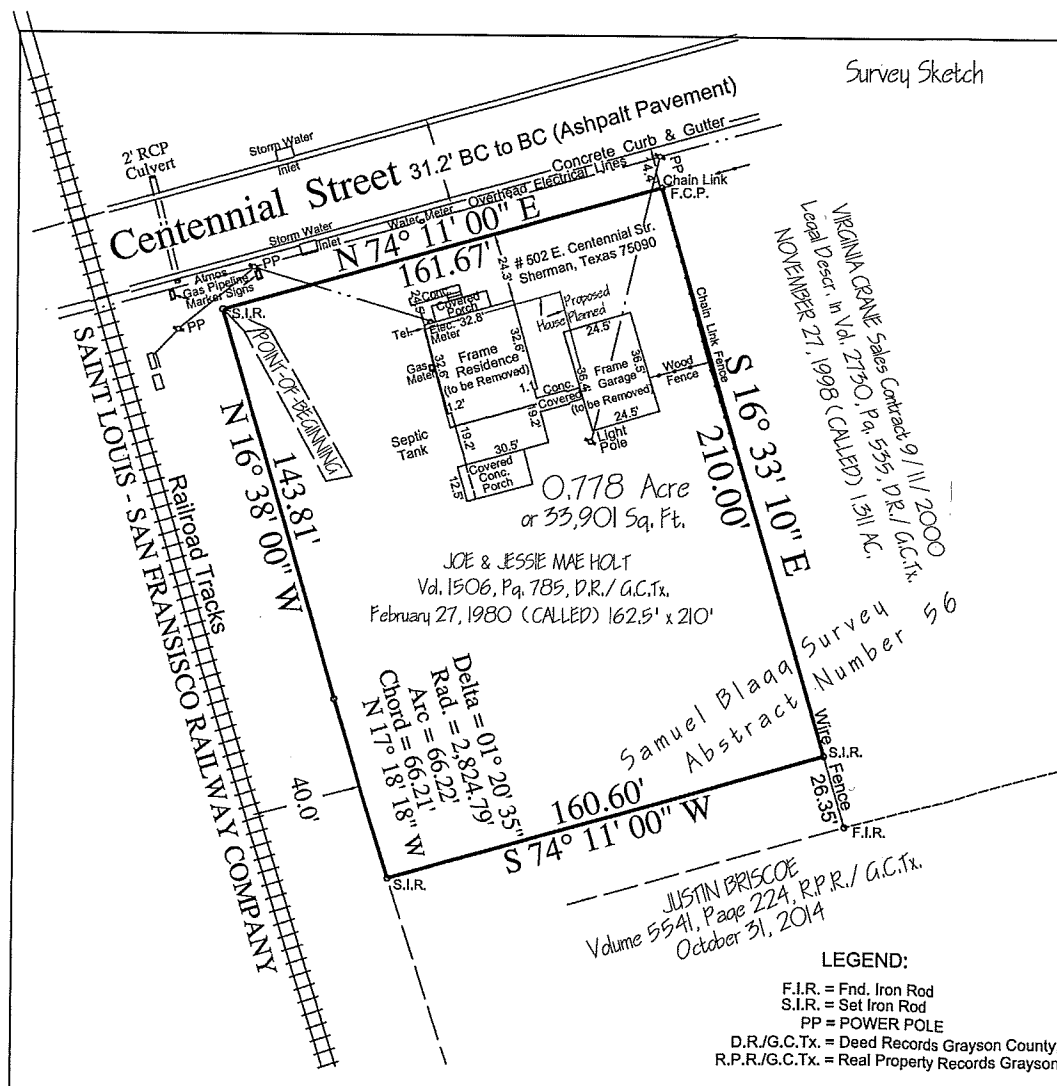
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of February, A. D., 1980.

Bessie L. Coffman
Notary Public, Llano County, Texas



Filed for record and recorded March 3, 1980 at _____ M.
Paul E. Lee, County Clerk
By Melba Wilson Deputy

Survey Sketch



THIS LOT IS WITHIN ZONE 'X', (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP NUMBER 48181C0405 F, FOR GRAYSON COUNTY, TEXAS AND INCORPORATED AREAS. EFFECTIVE DATE: 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.

THIS SURVEY IS FOR THE BENEFIT OF UNITED-BILT HOMES LLC, AND / OR ITS SUCCESSORS AND ASSIGNS, JESSIE M. HOLT, AND DOES HEREBY CERTIFY, THAT I, WILLIAM DAVIS FINNEY, PREPARED THIS SKETCH AND FIELD NOTE DESCRIPTION, THIS DAY, JANUARY 20, 2015, FROM A CAREFUL AND ACCURATE SURVEY, MADE ON THE GROUND UNDER MY SUPERVISION, OF THE PROPERTY DESCRIBED HEREIN, AND THAT THERE ARE NO (VISIBLE) ENCROACHMENTS, PROTRUSIONS, OVERLAPPING OF IMPROVEMENTS, OR EASEMENTS EXCEPT AS SHOWN HEREON.

WILLIAM DAVIS FINNEY, R.P.L.S., Tx. #3941



(FIELD NOTE DESCRIPTIONS ATTACHED HERETO)

DATA LAND SERVICES REG. PROF. LAND SURVEYING
P. O. BOX 2110, FORNEY, TEXAS, 75126 Ph. (972) 564-6166 Fax (972) 564-3079
Cell (903) 815-2769 Email: dataandservices@yahoo.com or hfinney@verizon.net
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION LICENSE NUMBER 10183900

SKETCH OF 0.778 ACRE OF LAND IN THE SAMUEL BLAGG SURVEY
ABSTRACT NUMBER 56, IN GRAYSON COUNTY, TEXAS, AT #502 E.
CENTENNIAL ST., SHERMAN TEXAS 75090, FOR JESSIE M. HOLT

DRAWN BY: W.D.F.	DATE: JANUARY 20, 2015
SCALE: 1" = 50'	JOB NUMBER: 35020

LEGEND:

F.I.R. = Fnd. Iron Rod
S.I.R. = Set Iron Rod
PP = POWER POLE
D.R./G.C.Tx. = Deed Records Grayson County, Texas
R.P.R./G.C.Tx. = Real Property Records Grayson County, Texas

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 150477 SUBCONTRACTOR: JESSE HOLT DATE ISSUED: 3/19/2015

PROJECT ADDRESS:	502 E CENTENNIAL ST	LOT #:	
PARCEL ID:	165267	BLK #:	
SUBDIVISION:		ZONE ORD:	M-2 HEAVY MANUFACTURING
ISSUED TO:	JESSE HOLT	CONTRACTOR:	MICHAEL PORTER
ADDRESS:	502 E CENTENNIAL	ADDRESS:	4200 HIGHWAY 75 NORTH
CITY, ST ZIP:	SHERMAN TX 75090	CITY, ST ZIP:	SHERMAN TX 75090
PHONE:	903-892-8308	PHONE:	903-868-1555
PROP. USE:	ONE FAMILY RESIDENTIAL	SQ. FT.:	1,008.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	3
VALUATION:	\$ 110,000.00	BATHROOMS:	2
OCCP TYPE:	ONE FAMILY RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

FEE CODE	DESCRIPTION	AMOUNT
BLD03	NEW RESIDENTIAL	\$ 302.40
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
	TOTAL	\$ 327.40

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.

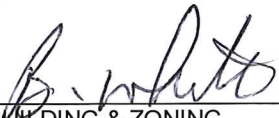
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL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


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

3/19/2015
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

3/19/15
DATE


(APPROVED BY) BUILDING & ZONING

4.17.15
DATE

502 E. Centennial





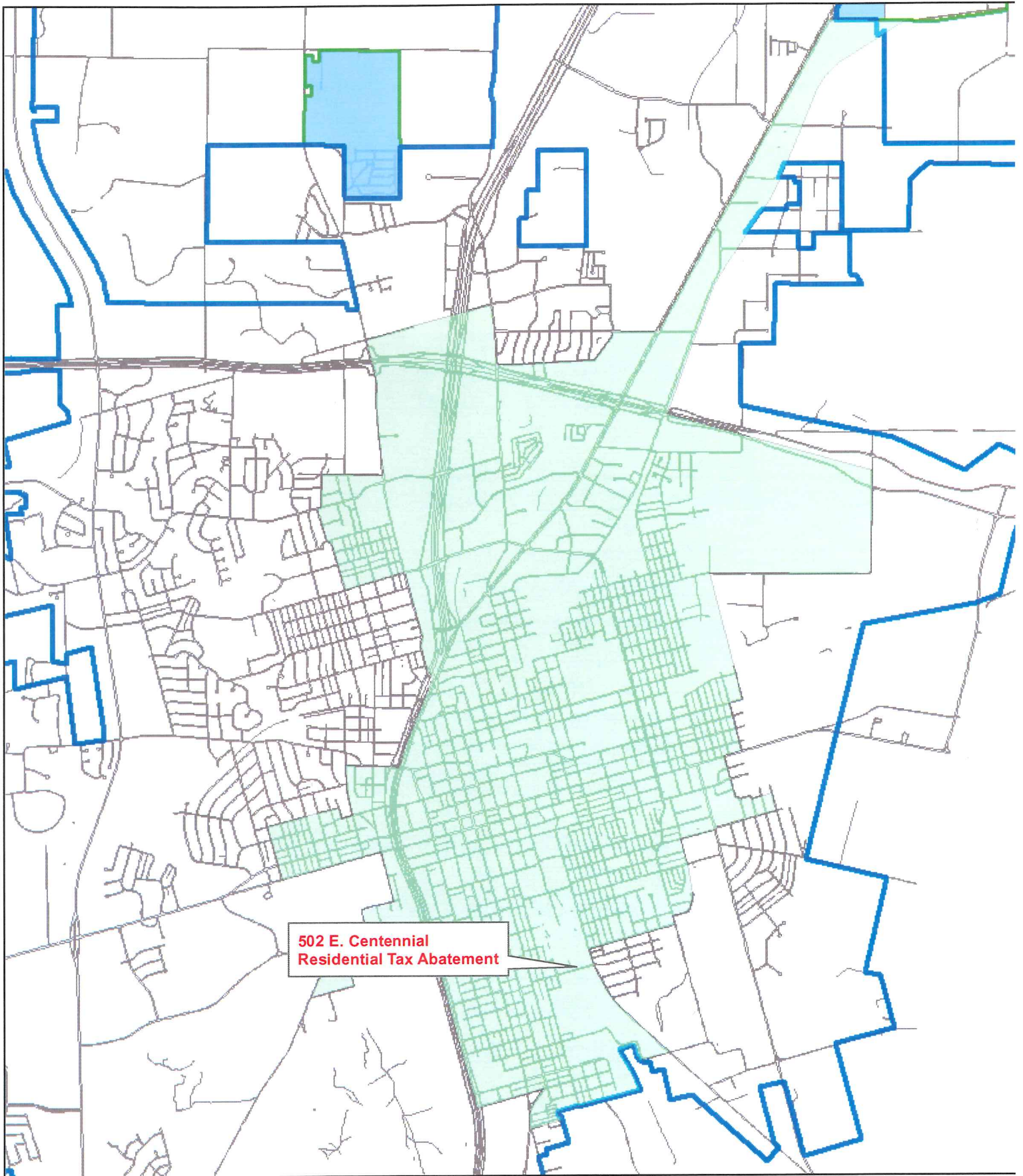
City of Sherman, Texas
Developmental Services Department

502 E. Centennial



NOT TO SCALE

1 in = 244 ft



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

502 E. Centennial Residential Tax Abatement



NOT TO SCALE

1 in = 3,500 ft



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 4.

Meeting Date: 05/04/2015

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

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 5970

Authorizing Execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Transportation and Planning Services of the Heritage Parkway (FM 1417) Corridor

Issue:

To consider a contract for professional services with Kimley-Horn and Associates, Inc. for Transportation and Planning Services of the Heritage Parkway (FM 1417) Corridor

Background:

During the Budget Planning Meeting on April 21, 2015, the City Council outlined a number of priorities. Included in these priorities was looking at the development of the Heritage Parkway corridor. The proposed contract with Kimley-Horn and Associates, Inc. for Transportation and Planning Services of the Heritage Parkway Corridor is the first step in this process. Included in this contract are the following services:

- Collect and analyze current transportation conditions;
- Review and assess the Heritage Parkway (FM 1417) Overlay District;
- Identify potential connection of Taylor Street/McGee Street across Heritage Parkway; and
- Update the 2009 Thoroughfare Plan for the northwest quadrant of the City of Sherman.

Origination:

City Council

Financial Consideration:

The fee for the transportation and planning services will be \$58,800.00.

Staff Recommendation:

It is recommended that the contract for professional services with Kimley-Horn and Associates, Inc. for Transportation and Planning Services of the Heritage Parkway Corridor be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5970

Professional Services Agreement

RESOLUTION NO. 5970

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR TRANSPORTATION AND PLANNING SERVICES OF THE HERITAGE PARKWAY (FM 1417) CORRIDOR; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Transportation and Planning Services of the Heritage Parkway (FM 1417) Corridor, 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 _____, 2015.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
CAROLYN S. WACKER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into May 4, 2015 by and between the CITY OF SHERMAN, TEXAS, hereinafter referred to as the "City", and Kimley-Horn and Associates, Inc., a North Carolina corporation, hereinafter referred to as "Company".

WHEREAS, the City desires Company to perform certain work and services set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein (the "Scope of Services") (the work and services to be provided by the Company under this Agreement, including all plans, drawings, specifications, designs, reports, records, and other work product, and estimates, set forth in the Scope of Services and otherwise described or referred to herein are referred to in this Agreement as the "Services"); and

WHEREAS, the Company has expressed a willingness and desires to perform the Services as set forth in this Agreement.

NOW, THEREFORE, the City of Sherman, Texas and Kimley-Horn and Associates, Inc. in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby contract and agree as follows:

ARTICLE I

GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for

the City in accordance with the terms, conditions and provisions of the Scope of Services, attached hereto as Exhibit "A" and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

Company shall serve as City's design professional and engineering representative for the project for which the Services are being provided by Company, providing professional engineering services, consultation and advice with respect thereto. Company's work and services consist of that work and services performed by Company and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants.

Company shall perform all work hereunder in a manner satisfactory and acceptable to City in accordance with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Company shall perform all of its services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such services. No less than monthly, Company shall keep City informed, orally or in writing (as requested by City), as to the status of all services of Company in process. All oral information shall be subsequently confirmed in writing.

Company shall not begin work on any Services described herein or other work until City directs Company in writing to proceed.

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall

be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the engineering profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions. Company shall re-perform and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

Company represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Company agrees and acknowledges that City is entering into this Agreement in reliance on Company's professional abilities with respect to performing the Services set forth herein.

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement;

provided always however that the work and Services to be provided by Company shall be provided in a manner consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and Services hereunder shall be performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II

SERVICES

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the Company in accordance with the City's requirements:

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE TRANSPORTATION AND PLANNING SERVICES OF THE HERITAGE PARKWAY CORRIDOR PROJECT DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

B. Company shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other work and Services furnished by for, or on behalf of Company under this Agreement. Company shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other work and Services.

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement or a release of the responsibility and liability of Company, its owners, officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, and Company shall be and remain liable to City in accordance with applicable law for all damages to City caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other Services, documents and work, it being understood that City at all times is relying on Company's skill and knowledge in preparing and providing the Services.

D. The rights and remedies of City and Company under this Agreement are as provided by law.

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company represents that (i) such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), (ii) shall be sufficient and adequate for the project and fit for the purposes for which they are

intended, and (iii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to City. In accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

ARTICLE III

PAYMENT

A. City shall pay Company for all Services authorized in writing and properly performed by Company on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing, and subject to the City's right to withhold payment pursuant to the terms of this Agreement.

B. Partial payment shall be paid based upon a percentage of work completed. Company shall submit to City monthly invoices for its Services under this Agreement. Each invoice shall be accompanied by such documentation as the City may require to verify the accuracy of the invoice, including an itemized statement of reimbursable costs incurred (if any), and the sum of all prior payments under this Agreement. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or work by the City.

Any provision hereof to the contrary notwithstanding, City shall not be obligated to make payment to Company hereunder if:

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);

2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;

3. Company has failed to make payment promptly to subcontractors or consultants or other third parties used by Company in connection with Company's Services or other work hereunder for which the City has made payment to Company; or

4. If City, in its good faith judgment and after consultation with Company, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Company's Services or other work under this Agreement, no additional payments will be due Company hereunder unless and until Company performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by City to be sufficient to complete the Company's Services or other work.

C. Upon complete performance of this Agreement by Company and final approval and acceptance of Company's Services by City, City will make final payment to Company of the balance due under this Agreement within thirty (30) days of the following month after final payment for such Services has been billed by Company.

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or

obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises or property, arising out of Company's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Company an amount sufficient to completely protect the City from any and all loss, damage or expense there from, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Company.

E. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or other work by the City.

ARTICLE IV

TIME FOR PERFORMANCE

A. Company shall perform all Services and any other work as provided for under this Agreement in a proper, efficient and professional manner. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in Exhibit "A", attached hereto.

B. In the event Company's performance of this Agreement is delayed or interfered with by acts of the City or others, Company may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Company have agreed in writing upon the allowance of additional time to be made.

ARTICLE V

DOCUMENTS

A. All instruments of service (including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other data or work items, etc., in whatever form or format (whether electronic or otherwise)) prepared by or for Company under or in connection with this Agreement shall be submitted for approval of the City. All instruments of service shall be professionally sealed as may be required by law or by City.

B. All such instruments of service, together with necessary supporting documents, shall be delivered to City, and shall be, belong to, and remain the sole property of the City for the City's exclusive reuse at any time, and the City shall have unlimited rights, for the benefit of City, in all instruments of service, including the right to use same on any other work of City without additional cost to City. The City shall have the right to use such instruments of service for the purpose of completing the project for which the instruments of service were prepared or for such other purposes as the City may deem appropriate; provided, however, that should the City use the same for a purpose not in connection with the project, the City does so at its own risk.

C. Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

D. All documents or other instruments of service supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2003 or compatible with Microsoft Word 2003.

ARTICLE VI

TERMINATION

A. City may suspend or terminate this Agreement at any time and for any reason (or for no reason), in its sole discretion, by giving written notice to the Company. In the event of such suspension or termination by City, Company shall have no recourse against City, except for payment for the Services of Company, in accordance with the terms of this Agreement, reasonably determined by the City to have been properly performed hereunder prior to the suspension or termination and for which Company has not been paid. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by City to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

In the event of such termination, City may proceed to complete the Services in any manner deemed proper by City, either by the use of its own forces or by resubmitting to others.

In the event of such termination, City may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Company.

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such

termination, payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

D. In the event of termination of this Agreement for cause or breach of this Agreement, Company shall promptly deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

ARTICLE VII

INSURANCE

A. In connection with this Agreement, Company shall provide and maintain the minimum insurance coverages set forth below:

1. Company shall provide and maintain Workers Compensation at statutory limits, including Employers Liability coverage a minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other

vehicles) protecting Company and City as an additional Insured at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.

4. Company shall also provide and maintain Professional Liability coverage at minimum limits of \$2,000,000.00 covering claims resulting from engineering errors and omissions. Such insurance shall be kept in effect for at least four (4) years after the completion of the Services and this Agreement. If Company fails to maintain the insurance covered during that time, City may pay the premiums to keep the insurance in effect and recover the cost from the Company. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter.

B. With reference to the foregoing insurance, Company shall specifically endorse applicable insurance policies as follows:

1. The City of Sherman, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies with the exception of professional liability shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Sherman, Texas shall be contained in the Workers Compensation and all liability policies.

4. All insurance policies shall be endorsed to the effect that the City of Sherman, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

5. All insurance policies, which name the City of Sherman, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

7. Company may maintain reasonable and customary deductibles, subject to approval by the City of Sherman, Texas

8. Insurance must be purchased from insurers that are financially acceptable to the City of Sherman, Texas.

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this Agreement, and shall contain provisions representing and warranting the following:

1. Set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Sherman, Texas,

3. Upon request, Company shall furnish the City of Sherman, Texas with certified copies of all insurance policies.

D. City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by City.

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY INDEMNIFY AND HOLD HARMLESS the City of Sherman, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas, individually or collectively, in both their official and private capacities (the City of Sherman, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas each being a "Sherman Person" and collectively the "Sherman Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon or incurred by any Sherman Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a

subcontractor or supplier committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control (such agent, consultant under contract, or another entity being "Company Persons"). SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OF A SHERMAN PERSON. However when Claims arise out of the co-negligence of a Sherman Person and the Company or any Company Persons, Company's liability under this clause shall be reduced by that portion of the total amount of the Claims equal to the Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for Sherman Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.

Company shall promptly advise the City in writing of any claim or demand against any Sherman Person or Company or Company Person related to or arising out of Company's activities under this Agreement. The Sherman Persons shall have the right, at the Sherman Persons' option and at own expense, to participate in such defense without relieving Company of any of its obligations hereunder. The provisions of any indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

Company agrees that it is an independent contractor and not an agent of the City, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve City of any responsibility or liability from treating Company's employees as employees of City for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. WITHOUT LIMITING THE INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN ARTICLE VIII AND ANY OTHER INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF SHERMAN, TEXAS AND ALL OTHER SHERMAN PERSONS (AS DEFINED IN ARTICLE VIII) FROM AND AGAINST AND REIMBURSE THE SAME FOR ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

ARTICLE X

ASSIGNMENT

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of

City. Sale of more than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the City's prior written consent shall be null and void *ab initio*.

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469 of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement.

This Agreement is performable in Grayson County, State of Texas and shall be governed by the laws of the State of Texas; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. Venue on any suit or matter hereunder shall be exclusively in Grayson County, Texas.

ARTICLE XII

ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by Company without a written agreement with City prior to the performance of such services.

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon the last of the representatives of the parties to execute this Agreement, as set forth below.

ARTICLE XIV

AGREEMENT AMENDMENTS

This Agreement contains the entire and integrated understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by duly authorized representatives of the parties, except as may be otherwise provided therein.

ARTICLE XV

GENDER AND NUMBER; HEADINGS

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

ARTICLE XVI

NOTICES AND AUTHORITY

A. The Company agrees to send all notices required under this Agreement to the City Manager of the City of Sherman at 220 W. Mulberry St., Sherman, TX 75090.

B. The City agrees to send all notices required under this Agreement to the Company at 2201 West Royal Lane, Suite 275, Irving, TX 75063.

C. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within the 48 contiguous states of the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. The undersigned officers and/or agents of each of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

ARTICLE XVII

MISCELLANEOUS

A. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

C. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable term or provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable term or provision herein, the parties agree to seek to negotiate the insertion of a

term or provision as similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent.

E. Force Majeure. Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby

certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2015, with an original to each party.

COMPANY: KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

NAME: Eric Z. Smith

TITLE: Assistant Secretary

ATTEST: BY: _____

NAME: _____

TITLE: _____

CITY: CITY OF SHERMAN

BY: _____

NAME: George Olson

TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

Clay Barnett, P.E. / Director of Public Works & Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



Exhibit A

Sherman Transportation and Planning Services Proposed Scope of Services

Project Understanding

The City of Sherman's Thoroughfare Plan is currently located in the City's Comprehensive Plan which was last updated in 2009. The thoroughfare plan is the primary policy document that directs the location of existing and future thoroughfares in the City and its Extra-Territorial Jurisdiction (ETJ). As development occurs in the City, both residents and developers have a clear understanding of future roadway plans as a result of the thoroughfare plan.

In addition, the F.M. Highway 1417 Overlay District need to be reevaluated together with the thoroughfare plan update to maintain consistency between to two policy documents.

The City of Sherman has requested the assistance of Kimley-Horn to help update a portion of the Thoroughfare Plan and the overlay district and conduct an in-depth study of the thoroughfares and land use in the northwest portion of the City. There are three primary work tasks related to this thoroughfare plan update:

- Review & Assess Code of Ordinances Section 6.8.1 – O-1.1 (F.M. Highway 1417) Overlay District
- Taylor Street Alignment Feasibility
- Northwest Sherman Thoroughfare Plan Update

Task 1: Collect and Analyze Current Transportation Conditions

Kimley-Horn will gather or collect the following information:

- Recently completed traffic studies for the surrounding undeveloped properties.
- Recently completed traffic signal warrant studies along FM 1417 corridor.
- Design schematics for FM 1417.
- Traffic counts (Up to 10 24-hour tube counts at locations to be identified by the City)
- Perform in-field windshield verifications of the existing roadway network and intersection characteristics in the study area.
- Observe traffic operations along FM 1417, Taylor Street, Washington Street and Lamberth Road during one peak traffic period
- A peak hour turning movement count during the PM peak hour at the intersection of FM 1417 and Taylor Street
- Current copy of the Sherman Thoroughfare Plan
- Proposed development plans in northwest study area
- Relevant GIS files (City boundary, ETJ, Floodplains, etc.)
- Gather aerial photography using ArcGIS
- Collect contour data from City or TNIRIS if available

Task 2: Review & Assess Code of Ordinances Section 6.8.1 – O-1.1 (F.M. Highway 1417) Overlay District

This task involves assessing the existing overlay district O-1.1. This overlay district includes the area adjacent to F.M. Highway 1417 and within 300 hundred feet on either side of the highway right-of-way (ROW).

This ordinance was created in 2003 to help improve opportunities for development along the corridor. Its purpose is also to promote safety and present an attractive appearance throughout the corridor.

Staff coordination to discuss issues and needed changes

The initial sub-task is to facilitate a staff coordination meeting to discuss the goals of the FM1417 corridor and to discuss the current challenges that need to be addressed in the overlay district update. Kimley-Horn will provide an agenda for the work session. Following the meeting, Kimley-Horn will provide a meeting summary to document the results of the meeting.

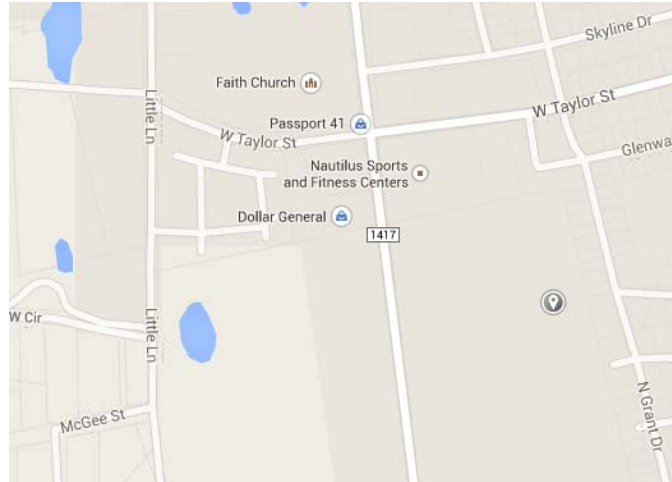
Existing Overlay District Assessment

Following the staff coordination meeting, Kimley-Horn will review the existing ordinance and provide recommendations for changes and examples of peer cities that have similar overlay district ordinances. This assessment will include a brief summary recommending the changes to the existing ordinance.

Task 3: Taylor Street Realignment Feasibility

This task involves identifying potential connection of Taylor Street across FM 1417 to McGee Street. This area of FM 1417 currently has limited development and has the potential for realignment before new development occurs and the reconstruction of FM 1417. The adjacent graphic identifies the location of the area that will be studied for this task.

Kimley-Horn will prepare planning level roadway concepts (11" x 17") for up to three realignment alternatives connecting Taylor Street to McGee Street across FM 1417. The proposed concepts will evaluate the following:



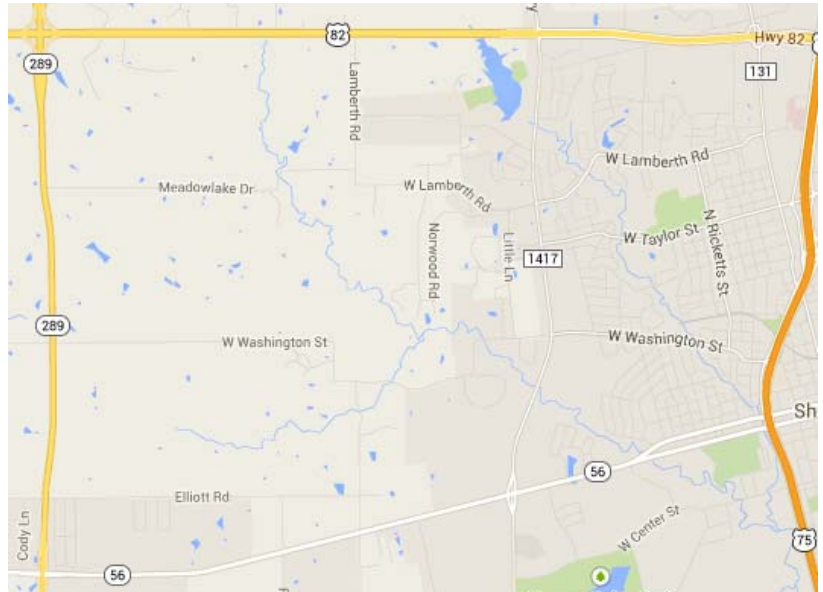
- Horizontal location of the proposed Taylor Street and will identify where right-of-way will need to be acquired or dedicated (at a planning level only; no detailed survey will be performed as part of this task); and
- Opportunities to provide full and partial median modifications, left-turn storage requirements, and access to existing properties along FM 1417 and Taylor Street within 1000' of the proposed intersection,
- Opportunity to restripe Taylor Street to provide a dedicated left-turn lane at FM 1417.

Kimley-Horn will also develop preliminary planning level opinions of probably cost (OPCC's) for each of the 3 alternative alignments.

Kimley-Horn will prepare a Technical Memorandum summarizing the methods, assumptions, and operational impacts of each of the alternative alignments and any recommendations for improved access to and around the surrounding neighborhoods and development along FM 1417.

Task 4: Northwest Sherman Thoroughfare Plan Update

Kimley-Horn will analyze the arterials and collectors located within the northwest portion of the City of Sherman. The study area is identified in the adjacent map. The study area is bounded by US 82 on the north, Travis Street on the east, Houston Street on the south and Highway 289 on the west.



Kimley-Horn will update SDMP 2040 travel demand model based on the current thoroughfare plan alignments to determine future traffic projections. Proposed development and future land use projections will be considered in the study area to determine how future growth may alter the traffic patterns in a build out condition. This step will assist in developing alternative recommendations to the thoroughfare network in the study area including arterial and collector alignments, functional classification and number of lanes.

Based on technical analysis and coordination with City staff, Kimley-Horn will provide recommended changes to the thoroughfare plan network in the study area. These changes will be reflected in an updated City of Sherman Thoroughfare Plan Map. This thoroughfare plan map update will cover the entire City, but will only include the changes to the thoroughfare plan based on the recommendations within the study area. Kimley-Horn will provide all relevant GIS files and PDFs of the new thoroughfare plan map to City staff.

Kimley-Horn work with city staff to update the typical cross sections for the thoroughfares in the City of Sherman. This includes creating new cross sections for major arterials, minor arterials and collectors. If any new functional classifications are determined through the planning process, those cross sections will also be developed.

Kimley-Horn will prepare a Technical Memorandum summarizing the methods, assumptions, and recommendations of the updated thoroughfare plan. This technical memorandum will be developed in a way to allow for the Sherman Thoroughfare Plan and its corresponding map to be a stand-alone document for the City. The documentation will assist city staff, developers and residents in understanding the future plans for transportation in the City of Sherman and its ETJ.

Task 5: Meetings

Kimley-Horn will prepare for and attend up to 6 meetings with 2 Kimley-Horn staff members at each meeting. These meetings will include up to 4 in-person meetings with City staff members throughout the planning process. The additional 2 meetings will be reserved for Planning and Zoning adoption and City Council adoption.

Schedule

Task 1, 2 and 3 will be completed within the first 45 days of the notice to proceed. It is expected that the task completion date will be at the end of June 2015.

Task 4 will be completed within 5 months of the notice to proceed. It is expected that the task completion date will be by the end of October 2015.

Task 5 is ongoing and will occur throughout the project schedule.

Budget

Task	Budget
Task 1: Data Collection	\$ 4,800 (includes 10 traffic counts)
Task 2: Review Overlay District O-1.1	\$ 4,500
Task 3: Alignment Study	\$ 17,500
Task 4: Thoroughfare Plan Update	\$ 27,500
Task 5: Meetings	\$ 4,500 (includes travel expense)
Total	\$ 58,800



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 05/04/2015

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 1**

Dorchester Trinity No. 10 Well Repairs; Weisinger Incorporated; \$9,828.00 Increase

Issue:

To consider approval of Change Order No. 1 for the Dorchester Trinity No. 10 Water Well

Background:

Change Order No. 1 is a final reconciliatory Change Order to adjust the final project quantities. After pulling the pump from the well, inspection of the pump revealed problems that needed to be addressed. Wear rings, bearings, impellers, and the suction screen required repair. These repairs added to the final project cost.

Origination:

Department of Utilities Administration

Financial Consideration:

Change Order No. 1 results in a \$9,828.00 increase to the original contract amount of \$139,052.00, yielding a final contract amount of \$148,880.00. Adequate funding is available in the Utility Fund budget to finalize the project.

Staff Recommendation:

It is recommended that Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1

Pump Report

**CITY OF SHERMAN
CONTRACT CHANGE ORDER**

Contract No. _____
Change Order No. 1

Date: April 23, 2015
Project: Dorchester Trinity #10 Well Repair

To: (Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item Number (1)	Description of Changes, Quantities Units, Unit Prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
	Add 3 joints of column pipe @ \$600.00 per joint		\$1,800.00
	Add repair of Goulds Pump		\$8,148.00
	Additional Labor to Assemble Equipment		\$1,080.00
	Delete 1 Flow Sleeve @ \$1,200.00	\$ 1,200.00	
Total		\$1,200.00	\$11,028.00

The sum of \$ 9,828.00 is hereby **added to** the total contract price, \$ 139,052.00 and the total adjusted contract price to date thereby is \$ 148,880.00.

This document shall become an amendment to the contract, and all provisions of the contract will apply hereto.

Accepted By: _____ Date: _____

Recommended By: _____ Date: _____
Mark Gibson, Director of Utilities

Approved By: _____ Date: _____
Robby Hefton, City Manager

December 1, 2014



City of Sherman Dorchester 10 Trinity

Pump tear down report

Pump manufacture: Goulds

Model # GG7CIC

Serial # 3J1HZ

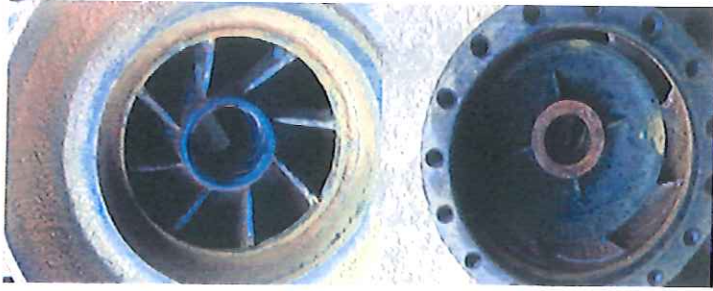
Upon tear down of this unit the following items have been found:

- 1) Pump shaft has substantial wear and will require replacement new shaft will be made 316 SS.



- 1) This pump is not equipped with case wear rings, the castings are showing signs of significant wear these will need to be bored oversized and install new bronze wear rings.

December 1, 2014



- 2) The shaft bearings are also showing signs of significant wear; we will need to replace with new bronze bearings. (Please note picture above)
- 3) The impellers are in very good shape, we will need to skim cut and balance. Skirts and water passages all look good.



- 4) Suction screen has damage looks like pump may have had restricted flow.



December 1, 2014

Motor manufacture: Franklin

HP: 150

RPM: 3450

Testing of the motor revealed the following:

Motor was megged out @ 500volts all 3 legs show grounded, motor will need replacement.

This may have been a result of a restriction as noted on the suction screen.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 1.

Meeting Date: 05/04/2015

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

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Director of Public Works and Engineering Clay Barnett's Update on the Loy Lake Bridge Project

Issue:

A presentation on the status of the Loy Lake Bridge

Background:

The Advance Funding Agreement between the City of Sherman and the State of Texas was passed on April 15, 2013. Since that time, both the Texas Department of Transportation (TxDOT) and the City of Sherman Engineering Department have been progressing to complete the expansion of the bridge. This presentation will include a brief history on the project, the current status of the project, and the work remaining to complete the project.

Origination:

Mayor Carolyn S. Wacker

Financial Consideration:

None

Staff Recommendation:

There is no action required of the Council for this item.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 2.

Meeting Date: 05/04/2015

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

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive staff report on the Regulation of Liquefied Petroleum Gas in the City Limits

Issue:

A presentation to the City Council on the City of Sherman's Liquefied Petroleum Gas (LPG) Ordinance

Background:

At the April 21, 2015 meeting, Council Member Jason Sofey requested that staff examine the LPG Ordinance. Staff has conducted extensive research on the issue and has prepared this presentation as a summary of the findings.

Origination:

Council Member Jason Sofey

Financial Consideration:

None



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 3.

Meeting Date: 05/04/2015

Prepared By: Don Keene, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of the 2015 Neighborhood Recreational Committee to Temporarily Close Certain Streets for the Annual "Juneteenth Celebration" and "Juneteenth Parade" on Saturday, June 20, 2015

Issue:

The Neighborhood Recreational Committee proposes to hold the annual "Juneteenth Celebration" and requests barricades and a street closure on Saturday, June 20, 2015. On that same day, the Committee also requests to close certain streets for a "Juneteenth Parade".

Background:

Ms. Tracey Ross, representing the 2015 Neighborhood Recreational Committee, proposes to hold the annual "Juneteenth Celebration" at Martin Luther King Jr. Park from 8:00 a.m. to 8:00 p.m. on Saturday, June 20, 2015. In order to accommodate the celebration, the Committee requests delivery and pick up of barricades for the closure of East Street, between Vernon Holland Street and College Street. The event organizers have been reminded that, although East Street will be closed with barricades, accessibility through East Street by emergency vehicles must be maintained at all times throughout the event.

Ms. Ross also proposes a "Juneteenth Parade" starting at 11:00 a.m. that will follow the route described in the request and outlined in the attached map. The event will require traffic control assistance and barricades from the City of Sherman.

Origination:

Tracey Ross, President of the 2015 Neighborhood Recreational Committee

Financial Consideration:

City labor and equipment to provide traffic control assistance and implement barricade placement and removal will be required. The event organizers will pay park and pavilion rental fees for the use of Martin Luther King Jr. Park.

Staff Recommendation:

It is recommended that the City authorize the street closure and necessary traffic control and support to accommodate the events.

Alternatives:

As directed by Council

Attachments

Juneteenth Request Letter

Juneteenth Street Closure Map

Juneteenth Parade Map

Neighborhood Recreational Committee

P.O. Box 731

Sherman, Texas 75091

" Helping the Community to Move Forward"

Tracey Ross- President Eric Ross, Treasurer Brooke Ross,- Secretary

April 1,2015

Sherman City Manager
Attn: Don Keen
220 W. Mulberry
Sherman, Texas 75090

Dear Sir:

The Neighborhood Recreational Committee will be hosting the Annual Juneteenth Celebration this year June 20,2015 at the Martin Luther King Jr. Park on North East Street.

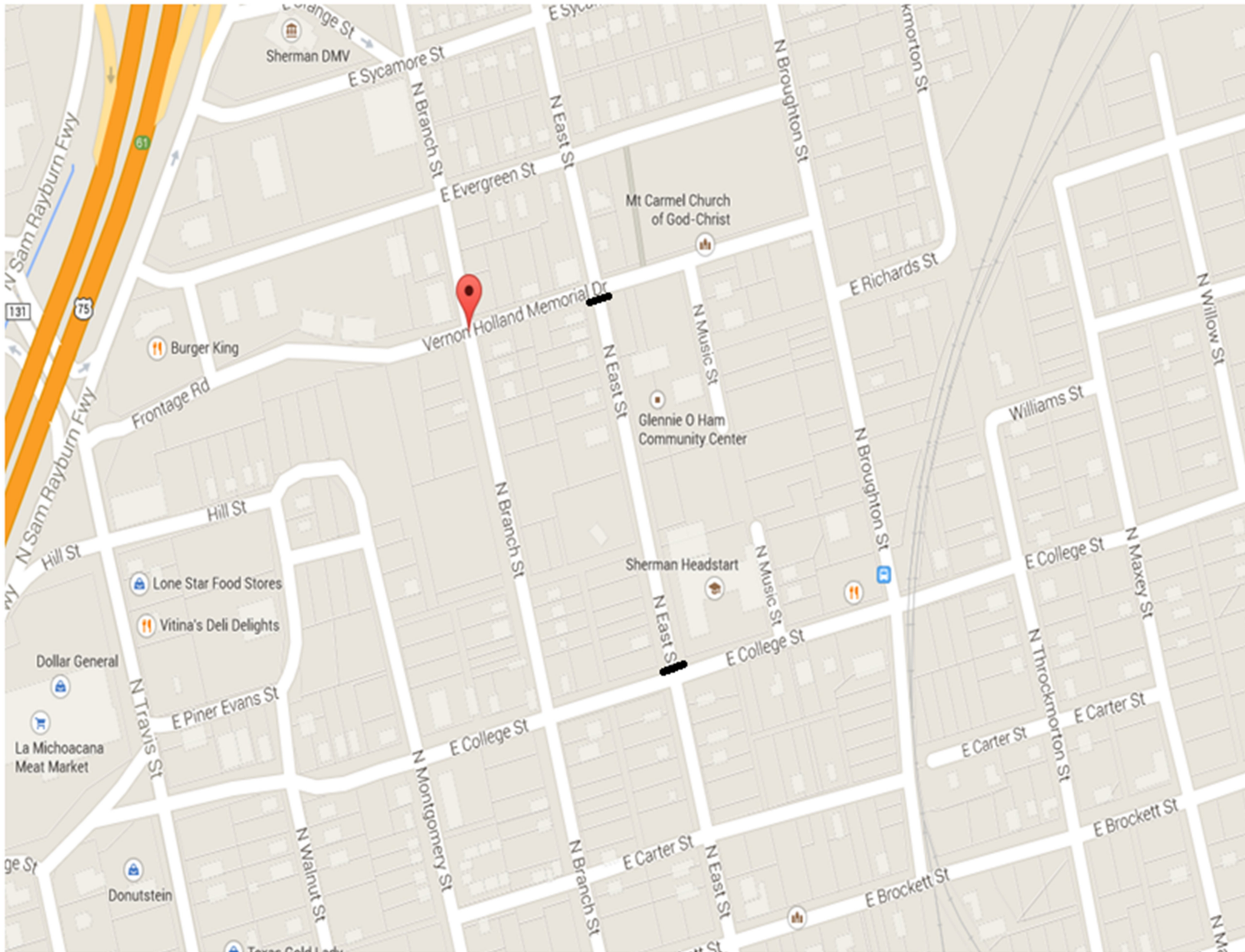
We would like to request road barricade for the North end of East Street(Vernon Holland Street) and the South end of East Street(College Street) intersections. All of the activities will be occurring in the area between Fred Douglas Learning Center and the youth center. We also would like to have a Parade starting at First Baptist to Brockett St and then to East St. to The Martin Luther King Jr. Park processional starting at 10:30am

If any additional information is needed, please call Tracey Ross at 903-819-4977. Thank you in advance for your support of this Juneteenth Celebration.

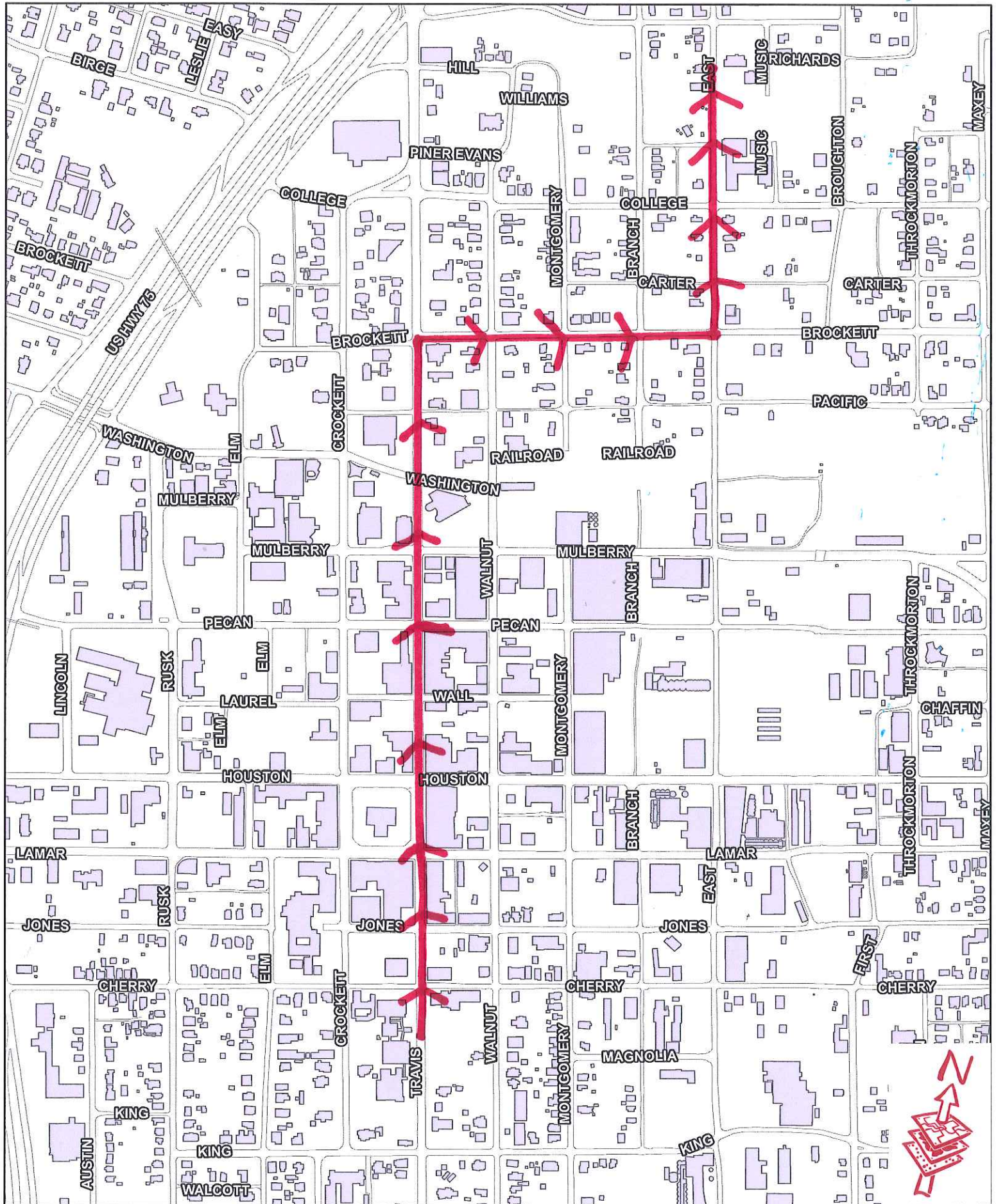
Sincerely,

Tracey Ross- President

Juneteenth Street Closure
Saturday, June 20th 8:00 a.m. – 8:00 p.m.



Juneteenth Parade
Saturday, June 20th
10:30 a.m.





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 4.

Meeting Date: 05/04/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Approve Quarterly Investment Report for Quarter Ended March 31, 2015

Issue:

To approve the Investment Report for the quarterly period ending March 31, 2015

Background:

This report is being presented in accordance with the state law that requires at least quarterly presentation to the Council. The report was given to the Investment Committee prior to submittal to the Council.

As of March 31, 2015, the portfolio was in compliance with applicable state laws and the Investment Policy. The Operating investment portfolio had a book value of about \$21.2 million, an increase of about \$3.2 million from prior quarter of \$17.0 million, due to the purchase of State of Texas political subdivision obligations, U.S. Agencies and a Certificate of Deposit during the period. The underlying investments were adequately diversified among five different types of securities. This portfolio is appropriately liquid; and its weighted-average maturity was about 490 days, up from 420 days last period. The portfolio yield of 0.605% for the quarter is higher than the benchmark yield of 0.26%. The portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

Origination:

Finance

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Council accept the report as presented.

Alternatives:

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

Memo to Investment Committee

Investment Report for Quarter Ended March 31, 2015



memorandum

DATE: Monday, April 27, 2015

TO: The City of Sherman Investment Committee
Councilman Jason Sofey
Councilman Tom Watt

MC: Robby Hefton, City Manager

FROM: Mary Lawrence, Director of Finance *ml*

SUBJECT: Investment Report for Quarter Ended March 31, 2015

Enclosed is a copy of the quarterly investment report for the quarter ended March 31, 2015. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolio.

The total operating portfolio balance of about \$21.2 million increased by about \$3.2 million during the quarter, compared to the balance at December 31, 2014 of \$17.0 million, because of the purchase of State of Texas political subdivision obligations, U.S. Agencies and a Certificate of Deposit. The underlying investments were adequately diversified among five different types of securities. The portfolio had a weighted-average maturity of about 490 days, up from 420 days from last quarter. The portfolio yield of 0.605% was higher than our benchmark 1-year Constant Maturity Treasury Index of 0.26%. Book value closely approximated market value.

This investment report will be on the May 4, 2015 City Council agenda for their review and approval. Please call me if you have any questions about this item.

RH:pc

attachment (as stated above)

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending March 31, 2015

Total Portfolio Summary			
	Current Quarter 3/31/2015	Prior Quarter 12/31/2014	Change From Prior Quarter
Book Value	\$ 20,157,791	\$ 16,957,230	\$ 3,200,561
Market Value	\$ 20,164,038	\$ 16,946,247	\$ 3,217,791
Weighted Average Maturity - Days	490	420	70
Weighted Average Yield	0.605%	0.503%	0.102%
Earned Income	\$ 29,829	\$ 19,673	\$ 10,156
Earned Income - Year-to-Date	\$ 49,502	\$ 19,673	\$ 29,829

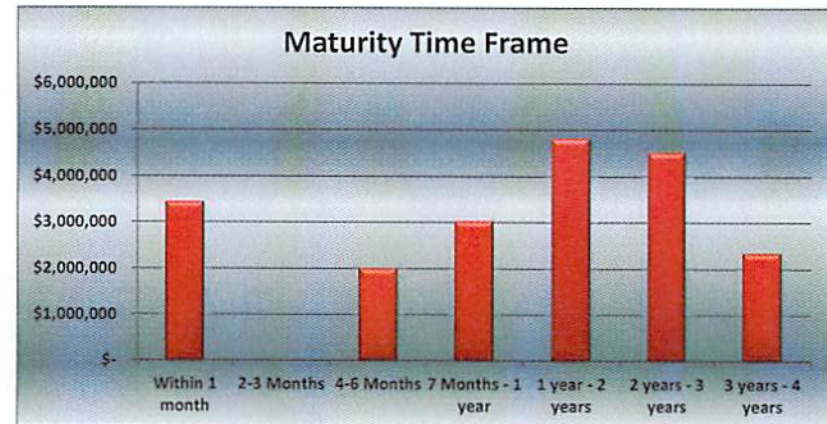
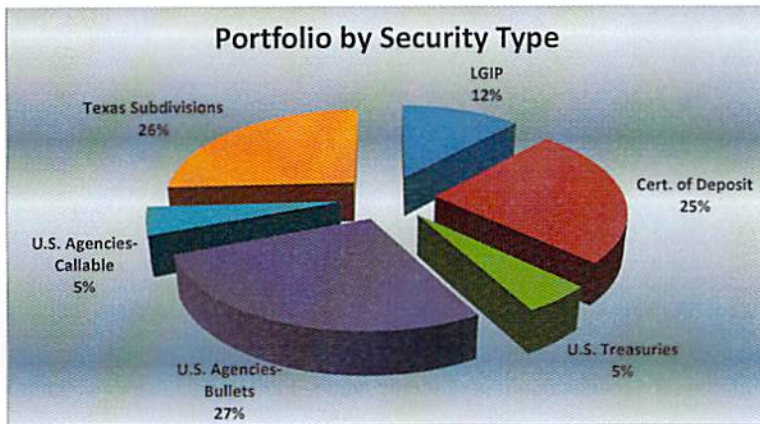
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of March 31, 2015, the City's portfolio had a book value of about \$20.2 million, which approximates the market value. Of this amount \$2.5 million was held in Local Government Investment Pools (LGIP), \$5.0 million was held in Certificates of Deposit (CD), \$6.5 million was held in U.S. Agency Securities, \$1.0 million was held in a U.S. Treasury, and \$5.2 million was held in State of Texas political subdivision obligations.

The portfolio value increased by \$3.2 million over the previous quarter due to purchases of State of Texas political subdivision obligations (\$1. million), U.S. Agency Securities (\$1 million) and a Certificate of Deposit (\$0.5 million).

The weighted average yield on the portfolio was .60%, 34 basis points above the 1-year Constant Maturity Treasury Index of .26% and 10 basis points above the previous quarter.

The weighted average maturity of the portfolio increased from 420 days at December 31, 2014 to 490 days at March 31, 2015.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

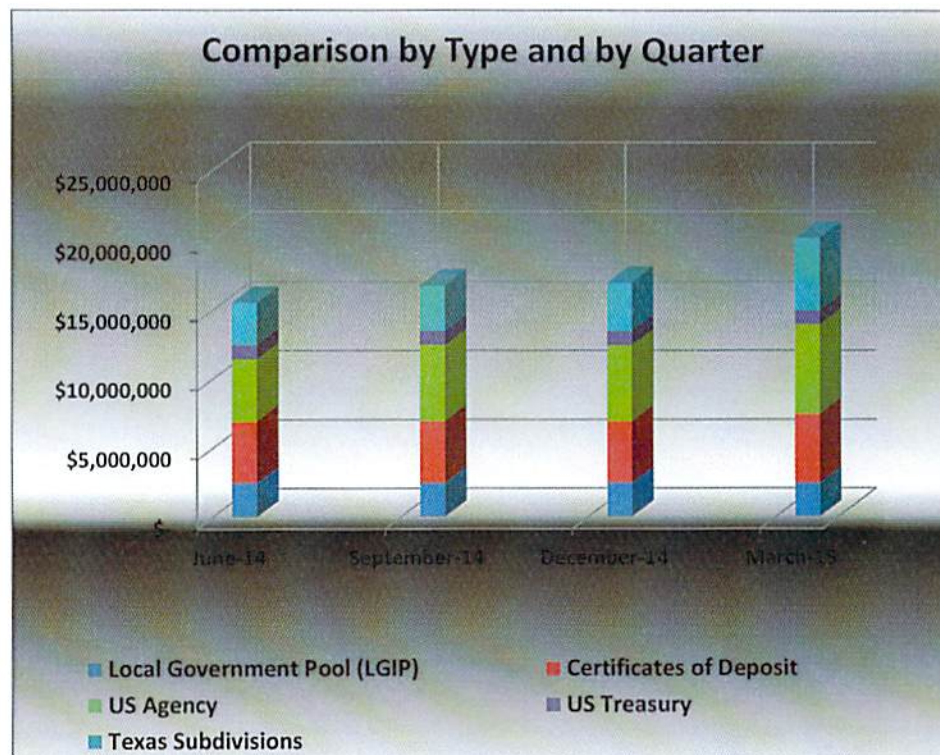
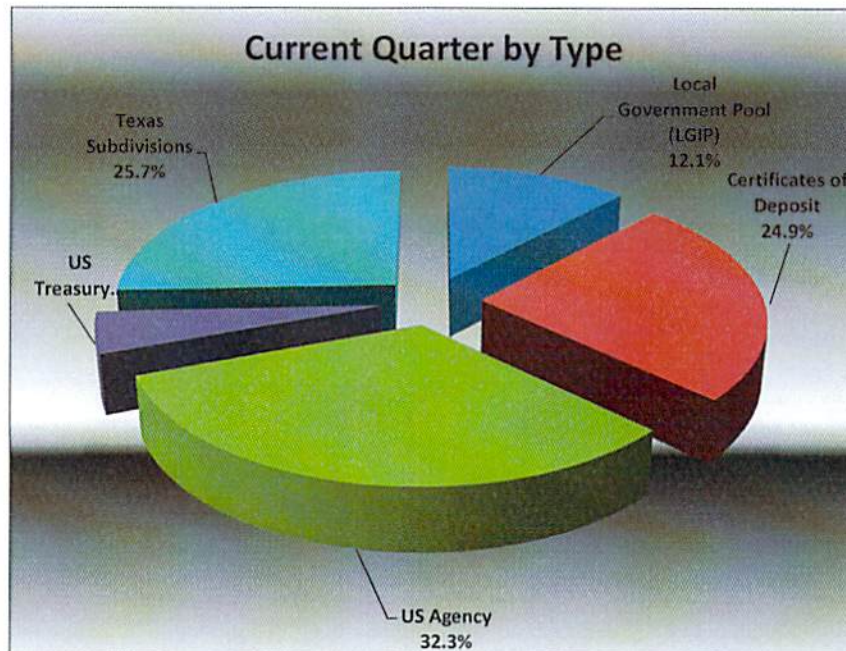
Tammy Davis, Controller and City of Sherman Investment Officer

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
Tex-Pool		LGIP	TexPool			AAAm	\$ 1,058,720	100.00	\$ 1,058,720	\$ 1,058,720	100.00	\$ 1,058,734	1	0.05%
TexStar		LGIP	TexSTAR			AAAm	1,383,350	100.00	1,383,350	1,383,350	100.01	1,383,419	1	0.06%
CD 4176804435	4/2/2014	CD	Landmark Bank	0.28%	4/2/2015		1,000,000	100.00	1,000,000	1,002,111	100.00	1,002,111	2	0.28%
CD 4176804278	1/14/2014	CD	Landmark Bank	0.30%	7/14/2015		1,000,000	100.00	1,000,000	1,003,003	100.00	1,003,003	105	0.30%
CD 4176804781	9/28/2014	CD	Landmark Bank	0.32%	10/1/2015		1,000,000	100.00	1,000,000	1,000,807	100.00	1,000,807	184	0.32%
CD 4176805036	1/12/2015	CD	Landmark Bank	0.50%	11/12/2016		500,000	100.00	500,000	500,000	100.00	500,000	592	0.50%
CD 4176804997	12/22/2014	CD	Landmark Bank	0.50%	3/22/2016		1,000,000	100.00	1,000,000	1,001,233	100.00	1,001,233	357	0.50%
CD 4176804344	2/20/2014	CD	Landmark Bank	0.50%	10/20/2016		500,000	100.00	500,000	502,505	100.00	502,505	569	0.50%
912828NLO	1/6/2012	US Treasury	Treasury Note	1.88%	6/30/2015	AA+	1,000,000	104.66	1,046,641	1,003,339	100.10	1,004,297	91	0.52%
623742EJ8	8/15/2014	Texas Subdivision	Mt. Vernon TX ISD	4.00%	8/15/2015	AAA	510,000	103.70	528,875	517,863	99.78	516,727	137	0.25%
313371VFO	3/11/2013	Agency Bullet	FHLB	1.63%	12/11/2015	AA+	1,000,000	103.23	1,032,320	1,008,201	100.16	1,009,785	255	0.44%
667825RN5	5/23/2013	Texas Subdivision	Northwest ISD	4.60%	2/15/2016	Aaa	350,000	110.88	388,087	362,337	100.28	363,360	321	0.55%
129703EQ3	2/1/2014	Texas Subdivision	Calhoun Cnty TX ISD	3.00%	2/15/2016	AAA	500,000	105.19	525,965	511,770	100.06	512,085	321	0.38%
414941MY7	3/27/2016	Texas Subdivision	Harris Cnty MUD	2.00%	4/1/2016	A3	185,000	101.41	187,612	187,584	99.86	187,324	367	0.60%
914729JM1	5/23/2013	Texas Subdivision	Univ of North Texas	4.50%	4/15/2016	Aa2	250,000	111.26	278,153	260,206	100.25	260,848	381	0.55%
54810C6X3	5/23/2013	Texas Subdivision	Lower CO River Auth	5.00%	5/15/2016	A	290,000	112.86	327,300	304,155	100.22	304,813	411	0.61%
796456DW8	2/14/2013	Texas Subdivision	St Augustine ISD	1.00%	8/15/2016	AAA	500,000	101.21	506,050	502,386	100.12	503,000	503	0.65%
346805EY6	3/25/2015	Texas Subdivision	Ft Bend Cnty TX MUD	2.00%	9/1/2016	AA	185,000	101.46	187,701	187,674	100.00	187,668	520	0.97%
3134G4WJ3	3/19/2014	Agency Callable	FHLMC	0.63%	9/19/2016	AA+	1,000,000	100.00	1,000,000	1,000,000	100.09	1,000,868	538	0.56%
129703ER1	2/1/2014	Texas Subdivision	Calhoun Cnty TX ISD	3.00%	2/15/2017	AAA	500,000	107.20	535,985	522,630	99.92	522,235	687	0.57%
3130A1LJ5	4/28/2014	Agency Bullet	FHLB	1.63%	4/28/2017	AA+	500,000	101.02	505,075	504,055	99.30	500,513	759	0.45%
313379VE6	2/20/2015	Agency Bullet	FHLB	1.01%	6/19/2017	AA+	1,000,000	100.40	1,003,970	1,003,788	100.26	1,006,446	811	0.84%
887127TM0	2/24/2015	Texas Subdivision	Timberline TX UD	2.00%	8/1/2017	AA	475,000	102.64	487,559	487,065	99.68	485,493	854	0.90%
3130AOWJ5	3/6/2014	Agency Bullet	FHLB	1.02%	8/7/2017	AA+	1,000,000	100.24	1,002,385	1,001,641	100.06	1,002,251	860	0.95%
3136G2B89	1/14/2015	Agency Bullet	FNMA	1.20%	12/26/2017	AA+	1,000,000	100.01	1,000,100	1,000,053	100.06	1,000,695	1,001	1.19%
67381PKE1	12/17/2014	Texas Subdivision	Oakmont PUD	2.00%	3/1/2018	AA	225,000	100.00	225,000	229,275	99.71	228,605	1,066	1.33%
667489FV5	2/24/2015	Texas Subdivision	NW Harris Cnty MUD	2.00%	4/1/2018	AA	210,000	102.74	215,748	215,570	98.98	213,379	1,097	1.10%
414911JL2	2/25/2015	Texas Subdivision	Harris Cnty MUD	2.00%	5/1/2018	A3	135,000	102.81	138,789	138,678	99.65	138,193	1,127	1.10%
41421FGW4	2/27/2015	Texas Subdivision	Harris Cnty MUD	2.00%	9/1/2018	A3	740,000	102.47	758,248	757,793	100.49	761,541	1,250	1.28%
3136G2AA5	11/28/2014	Agency Bullet	FNMA	1.55%	11/28/2018	AA+	1,000,000	100.00	1,000,000	1,000,000	100.21	1,002,100	1,338	1.55%
Total							\$ 19,997,070		\$ 20,323,632	\$ 20,157,791		\$ 20,164,038		

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 12/31/2014	Change in Market Value	Market Value 3/31/2015
Tex-Pool		TexPool		\$ 1,058,611	\$ 123	\$ 1,058,734
TexStar		TexSTAR		1,383,208	211	1,383,419
CD 4176804435	4/2/2014	Landmark Bank	4/2/2015	1,001,404	707	1,002,111
CD 4176804278	1/14/2014	Landmark Bank	7/14/2015	1,002,246	757	1,003,003
CD 4176804781	10/1/2014	Landmark Bank	10/1/2015	1,000,000	807	1,000,807
CD 4176805036	1/12/2015	Landmark Bank	1/12/2016	-	500,000	500,000
CD 4176804997	12/22/2014	Landmark Bank	3/22/2015	1,000,000	1,233	1,001,233
CD 4176804344	2/20/2014	Landmark Bank	10/20/2016	501,872	633	502,505
590741X33	6/19/2013	Mesquite, TX	2/15/2015	140,248	(140,248)	-
590741V76	10/5/2011	Mesquite, TX	2/15/2015	115,204	(115,204)	-
3135GOHG1	2/23/2012	FNMA	3/16/2015	1,000,440	(1,000,440)	-
912828NLO	1/6/2012	Treasury Note	6/30/2015	1,008,594	(4,297)	1,004,297
623742EJ8	8/15/2014	Mt. Vernon ISD	8/15/2015	520,991	(4,264)	516,727
313371VFO	3/11/2013	FHLB	12/11/2015	1,012,138	(2,353)	1,009,785
667825RN5	5/23/2013	Northwest ISD	2/15/2016	367,080	(3,720)	363,360
129703EQ3	2/1/2014	Calhoun Cnty TX ISD	2/15/2016	515,150	(3,065)	512,085
414941MY7	3/27/2016	Harris Cnty MUD	4/1/2016	-	187,324	187,324
914729JM1	5/23/2013	Univ of N. Texas	4/15/2016	262,193	(1,345)	260,848
54810C6X3	5/23/2013	Lower CO River Auth	5/15/2016	307,847	(3,034)	304,813
796456DW8	2/14/2013	St Augustine ISD	8/15/2016	502,160	840	503,000
346805EY6	3/25/2015	Ft. Bend Cnty TX MUD	9/1/2016	-	187,668	187,668
3134G4WJ3	3/19/2014	FHLMC	9/19/2016	997,764	3,104	1,000,868
129703ER1	2/15/2017	Calhoun Cnty TX ISD	2/15/2017	524,885	(2,650)	522,235
3130A1LJ5	4/28/2014	FHLB	4/28/2017	502,156	(1,643)	500,513
313379VE6	2/20/2015	FHLB	6/19/2017	-	1,006,446	1,006,446
887127TM0	2/24/2015	Timberline TX UD	8/1/2017	-	485,493	485,493
3130AOWJ5	3/6/2014	FHLB	8/7/2017	996,135	6,116	1,002,251
3136G2B89	1/14/2015	FNMA	12/26/2017	-	1,000,695	1,000,695
67381PKE1	12/17/2014	Oakmont PUD	3/1/2018	227,012	1,593	228,605
667489FV5	2/24/2015	NW Harris Cnty MUD	4/1/2018	-	213,379	213,379
414911JL2	2/25/2015	Harris Cnty MUD	5/1/2018	-	138,193	138,193
41421FGW4	2/27/2015	Harris Cnty MUD	9/1/2018	-	761,541	761,541
3136G2AA5	11/28/2014	FNMA	11/28/2018	998,912	3,188	1,002,100
Total				\$ 16,946,250	\$ 3,217,788	\$ 20,164,038

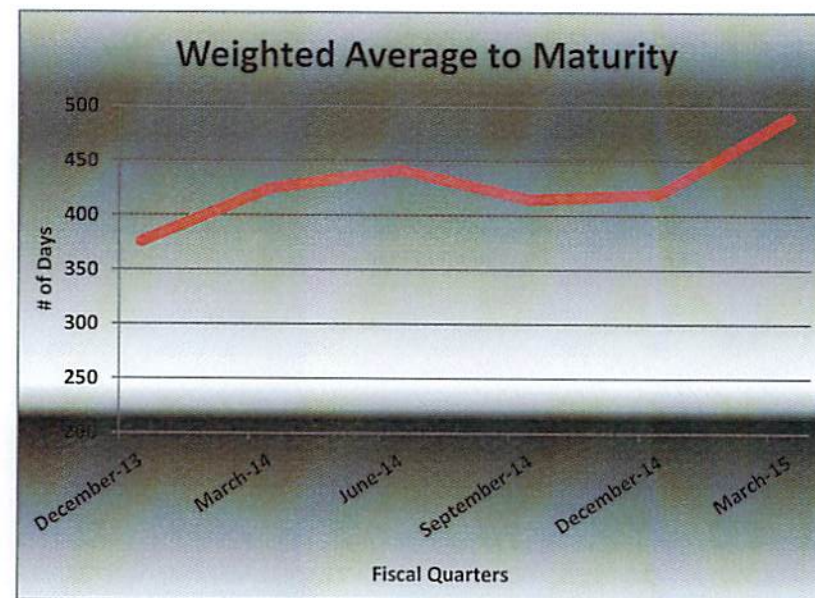
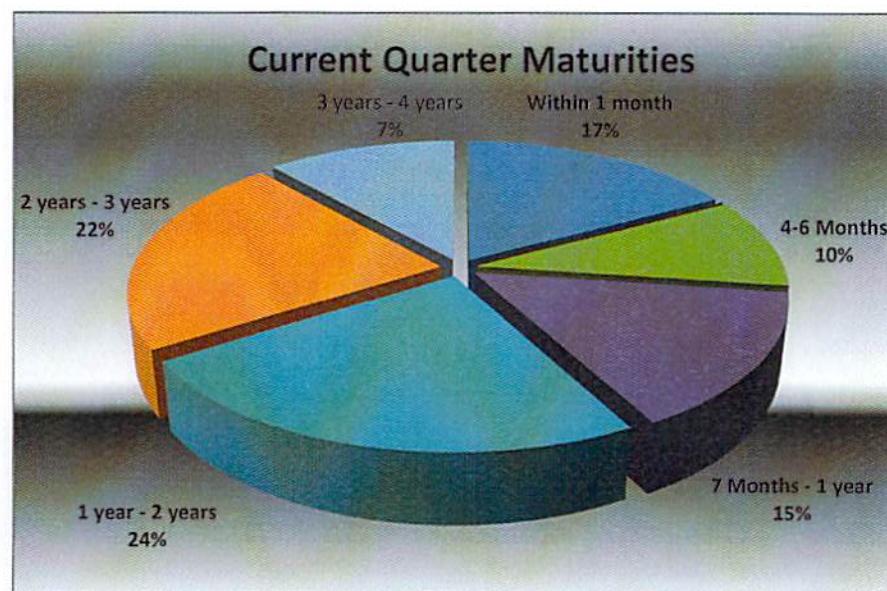
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Maturities</u>											
	2/15/2015	5904741V76	Mesquite TX	2.00%	2/15/2015		\$ 115,000	\$ 115,071	\$ 1,150	\$ 116,221	0.48%
	2/17/2015	590741X33	Mesquite TX Ref	2.00%	2/17/2015		140,000	140,098	1,400	141,498	0.48%
	3/16/2015	3135GOHG1	FNMA	0.38%	3/16/2015		1,000,000	999,903	1,875	1,001,778	0.60%
<u>Purchases</u>											
	1/12/2015	4176805036	Landmark Bank	0.50%	1/12/2016		500,000	500,000	-	500,000	1.55%
	1/14/2015	3136G2B89	FNMA	1.20%	12/26/2017	6/26/2015	1,000,000	1,000,100	600	1,000,700	1.19%
	2/20/2015	313379VE6	FHLB	1.01%	6/19/2017		1,000,000	1,003,970	1,711	1,005,681	0.84%
	2/24/2015	887127TM0	Timberline TX UD	2.00%	8/1/2017		475,000	487,559	607	488,166	0.90%
	2/24/2015	667489FV5	NW Harris Cnty MUD	2.00%	4/1/2018		210,000	215,748	268	216,016	1.10%
	2/25/2015	414911JL2	Harris Cnty MUD	2.00%	5/1/2018		135,000	138,789	180	138,969	1.10%
	2/27/2015	41421GFW4	Harris Cnty MUD	2.00%	9/1/2018		740,000	758,248	1,028	759,276	1.28%
	3/25/2015	346805EY6	Ft Bend Cnty TX MUD	2.00%	9/1/2016		185,000	187,705	247	187,952	0.97%
	3/27/2015	414941MY7	Harris Cnty MUD	2.00%	4/1/2016		185,000	187,612	257	187,869	0.60%
<u>Income Payments</u>											
	3/31/2015	Tex-Pool	LGIP	0.05%			1,058,720		121	121	0.05%
	3/31/2015	TexStar	LGIP	0.06%			1,383,350		193	193	0.06%
	1/1/2015	CD 4176804781	Landmark Bank	0.32%	10/1/2015		1,000,000		807	807	0.32%
	1/2/2015	CD 4176804435	Landmark Bank	0.28%	4/2/2015		1,000,000		707	707	0.28%
	1/14/2015	CD 4176804278	Landmark Bank	0.30%	7/14/2015		1,000,000		758	758	0.30%
	2/20/2015	CD 4176804344	Landmark Bank	0.50%	10/20/2016		500,000		633	633	0.50%
	3/22/2015	CD 4176804997	Landmark Bank	0.50%	3/22/2016		1,000,000		1,233	1,233	0.50%
	2/7/2015	3130A0WJ5	FHLB	1.02%	8/7/2017		1,000,000		5,100	5,100	0.95%
	2/15/2015	667825RN5	Northwest ISD	4.60%	2/15/2016		350,000		8,050	8,050	0.55%
	2/15/2015	129703ER1	US Treasury	1.88%	6/30/2015		1,000,000		9,375	9,375	0.52%
	2/17/2015	796456DW8	St Augustine ISD	1.21%	8/15/2016		500,000		2,500	2,500	0.65%
	2/17/2015	129703EQ3	Calhoun Cnty TX ISD	3.00%	2/15/2016		500,000		14,875	14,875	0.38%
	2/17/2015	623742EJ8	Mt Vernon ISD	4.00%	8/15/2015		510,000		10,200	10,200	0.25%
	3/1/2015	67381PKE1	Oakmont PUD	2.00%	3/1/2018		225,000		1,125	1,125	1.33%
	3/19/2015	3134G4WJ3	FHLMC	0.63%	9/19/2016		1,000,000		3,125	3,125	0.56%
Total							\$ 17,712,070	\$ 5,734,803	\$ 68,125	\$ 5,802,928	

Cash/Investment Type	Balance 6/30/2014	Balance 9/30/2014	Balance 12/31/2014	Balance 3/31/2015	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 2,441,318	\$ 2,441,522	\$ 2,441,757	\$ 2,442,070	12.11%	50.00%
Certificates of Deposit	4,507,216	4,511,526	4,505,522	5,009,659	24.85%	50.00%
US Agency	4,523,129	5,520,060	5,516,990	6,517,738	32.33%	50.00%
US Treasury	1,013,394	1,010,018	1,006,642	1,003,339	4.98%	50.00%
Texas Subdivisions	3,055,974	3,277,842	3,486,319	5,184,986	25.72%	50.00%
Total	\$ 15,541,031	\$ 16,760,967	\$ 16,957,230	\$ 20,157,791	100.00%	



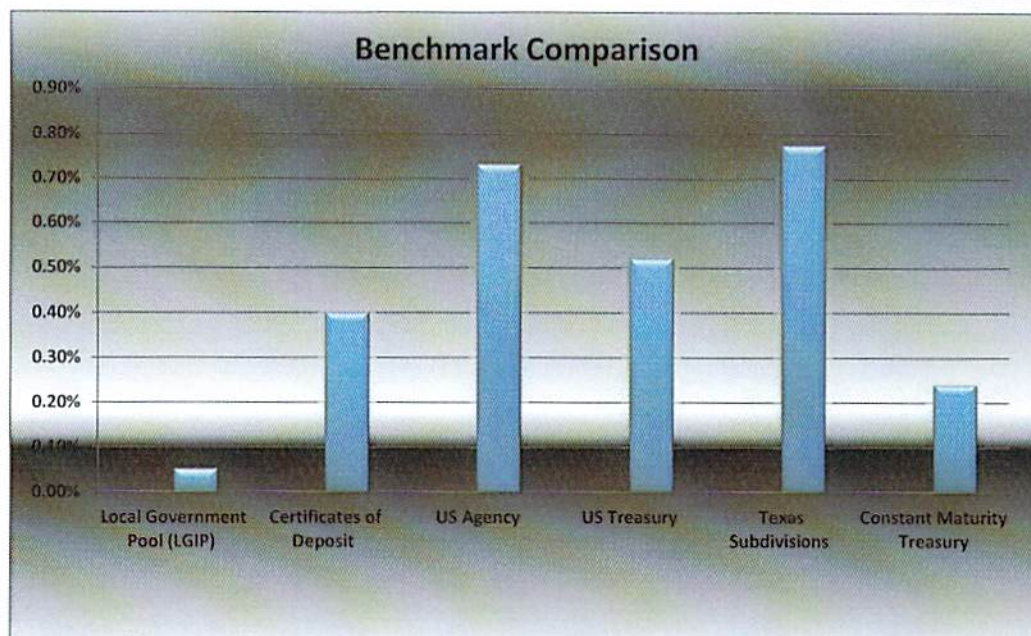
Maturity Time Frame	Balance 6/30/2014	Balance 9/30/2014	Balance 12/31/2014	Balance 3/31/2015	Percent of Portfolio
Within 1 month	\$ 2,441,318	\$ 2,441,522	\$ 2,441,757	\$ 3,444,181	17.09%
2-3 Months	1,292,313	1,002,254	1,255,565	-	17.09%
4-6 Months	1,001,496	1,255,447	1,001,404	2,006,342	27.04%
7 Months - 1 year	3,269,255	4,544,743	4,541,863	3,026,871	42.06%
1 year - 2 years	3,493,036	3,980,129	4,455,050	4,819,850	65.97%
2 years - 3 years	3,041,449	2,536,873	2,031,938	4,519,232	88.39%
3 years - 4 years	1,002,164	1,000,000	1,229,653	2,341,316	100.00%
4 year - 5 years	-	-	-	-	100.00%
	\$ 15,541,031	\$ 16,760,968	\$ 16,957,230	\$ 20,157,791	

Liquidity Indicator	Maximum Allowable				
Weighted Average Maturity	441.92	414.94	420.21	489.69	500.00



Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
3/31/2015	Tex-Pool	TexPool		0.05%	\$ 121	\$ -	\$ 121
3/31/2015	TexStar	TexSTAR		0.06%	193	-	193
1/1/2015	CD 4176804781	Landmark Bank	0.32%	0.32%	807	(17)	790
1/2/2015	CD 4176804435	Landmark Bank	0.28%	0.28%	707	(15)	692
1/14/2015	CD 4176804278	Landmark Bank	0.30%	0.30%	758	(17)	741
2/20/2015	CD 4176804344	Landmark Bank	0.50%	0.50%	633	(14)	619
3/22/2015	CD 4176804997	Landmark Bank	0.50%	0.50%	1,233	(18)	1,215
3/31/2015	CD 4176805036	Landmark Bank	0.50%	0.50%	-	527	527
1/14/2015	3136G2B89	FNMA	1.20%	1.19%	600	1,880	2,480
2/7/2015	3130A0WJ5	FHLB	1.02%	0.95%	5,100	(2,722)	2,378
2/15/2015	5904741V76	Mesquite TX	2.00%	0.48%	1,150	(1,056)	94
2/15/2015	667825RN5	Northwest ISD	4.60%	0.55%	8,050	(7,529)	521
2/15/2015	129703ER1	US Treasury	1.88%	0.52%	9,375	(8,794)	581
2/17/2015	590741X33	Mesquite TX Ref	2.00%	0.48%	1,400	(1,304)	96
2/17/2015	796456DW8	St Augustine ISD	1.21%	0.65%	2,500	(1,667)	833
2/17/2015	129703EQ3	Calhoun Cnty TX ISD	3.00%	0.38%	14,875	(14,346)	529
2/17/2015	623742EJ8	Mt Vernon ISD	4.00%	0.25%	10,200	(9,624)	576
2/20/2015	313379VE6	FHLB	1.01%	0.84%	1,711	(546)	1,165
2/24/2015	887127TM0	Timberline TX UD	2.00%	0.90%	607	193	800
2/24/2015	667489FV5	NW Harris Cnty MUD	2.00%	1.10%	268	127	395
2/25/2015	414911JL2	Harris Cnty MUD	2.00%	1.10%	180	78	258
2/27/2015	41421FGW4	Harris Cnty MUD	2.00%	1.28%	1,028	530	1,558
3/1/2015	67381PKE1	Oakmont PUD	2.00%	1.33%	1,125	(375)	750
3/16/2015	3135GOHG1	FNMA	0.38%	0.60%	1,875	(626)	1,249
3/19/2015	3134G4WJ3	FHLMC	0.63%	0.56%	3,125	(1,580)	1,545
3/25/2015	346805EY6	Ft. Bend Cnty TX MUD	2.00%	0.97%	247	(103)	144
3/27/2015	414941MY7	Harris Cnty MUD	2.00%	0.60%	257	(110)	147
3/31/2015	54810C6X3	Lower CO River Auth	5.00%	0.61%	-	525	525
3/31/2015	3130A1LJ5	FHLMC	1.63%	0.45%	-	1,550	1,550
3/31/2015	914729JM1	Univ of NorthTexas	4.50%	0.55%	-	402	402
3/31/2015	313371VFO	FHLB	1.63%	0.44%	-	1,113	1,113
3/31/2015	912828NLO	Treasury Note	1.88%	0.52%	-	1,385	1,385
3/31/2015	3136G2AA5	FNMA	1.55%	1.55%	-	3,857	3,857

\$ 68,125 \$ (38,296) \$ 29,829





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 5.

Meeting Date: 05/04/2015

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Site Plan Approval for Kaiser Aluminum Fabricated Products, LLC, Owners; Dana Mann, Representative; Coffman Engineers, Engineers; and Robert Kasberger Applied Services, Architect; under Ordinance No. 2252, Article IV, Section 410(2)(j) for an Expansion of their Aluminum Extrusion Press Facilities for a New Press Line Building for Kaiser Aluminum in the Blalock Industrial Park District at 4300 South U.S. Highway 75

Issue:

Site plan approval for an expansion of the aluminum extrusion press facilities for Kaiser Aluminum Fabricated Products for a new press line building in the Blalock Industrial Park

Background:

The property is located at 4300 South U.S. Highway 75 in the Blalock Industrial Park; Kaiser Aluminum Fabricated Products is the tenant. Kaiser Aluminum is expanding their aluminum extrusion press facilities. A new 4400T press line is being added in a separate building (Unit 2) to the west of the current Unit 1 building. Unit 2 will house the press and associated equipment, restrooms, offices, conference rooms, maintenance shop and die shop. The approximate 76,410 square foot building will have an insulated metal wall panel exterior finish. Kaiser Aluminum currently has 122 employees and would like to add 30 employees with this addition, for a total of 152; they have 114 spaces to accommodate parking.

Origination:

Kaiser Aluminum Fabricated Products (Owners)
Dana Mann (Representative)
Coffman Engineers (Engineers)
Robert Kasberger Applied Services (Architect)

Financial Consideration:

None

Staff Recommendation:

At the regular meeting on April 21, 2015, the Planning and Zoning Board voted 7/0 to approve the Site Plan subject to the Staff Review Letter and forward the request to the City Council.

Alternatives:

The City Council could deny the request.

Attachments

Location Map

Zoning Map

Zoning Photo

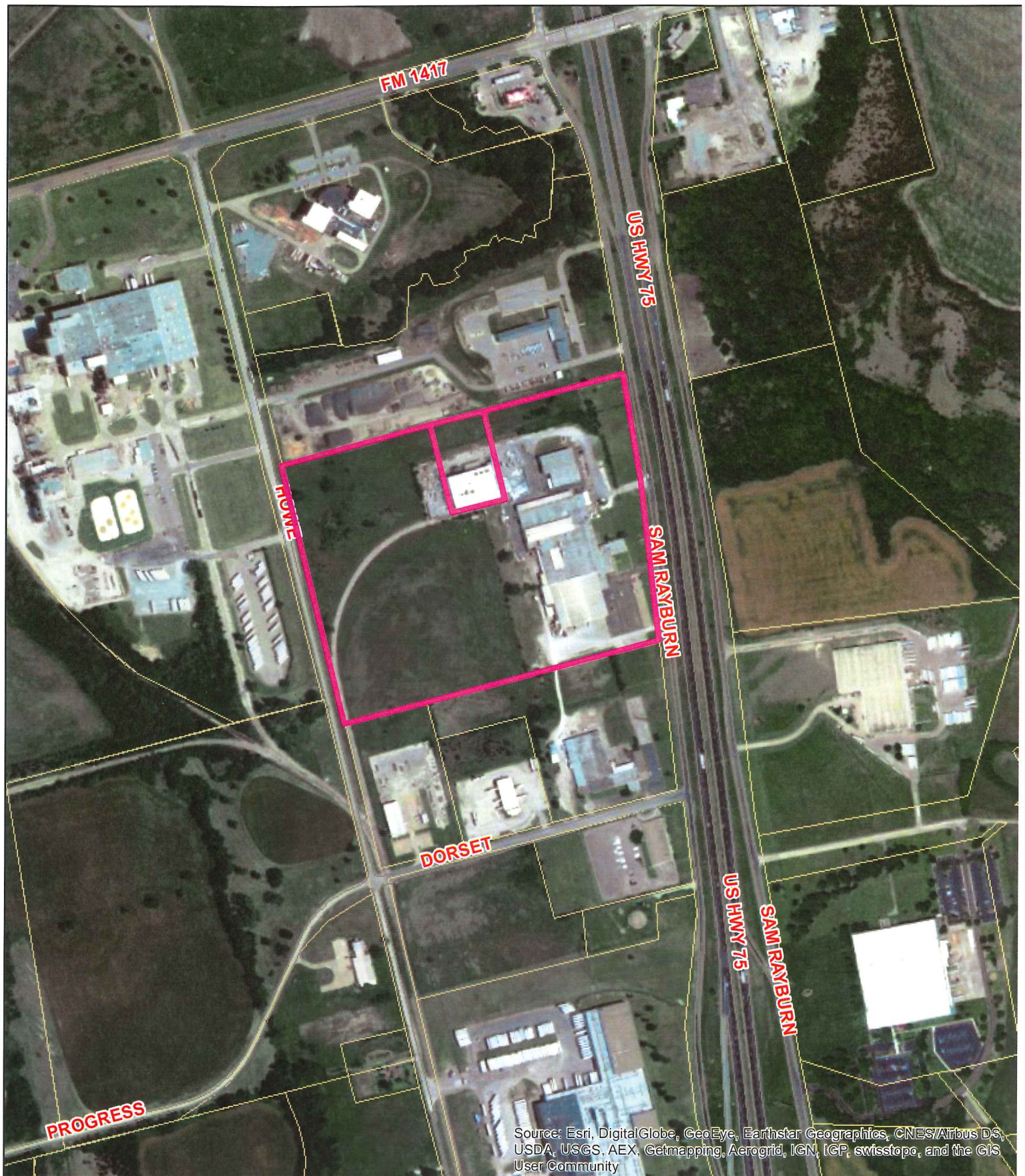
Narrative

Site Plan

Elevations

P&Z Communication

Staff Review Letter



Sherman
CLASSIC TOWN. BROAD HORIZON.

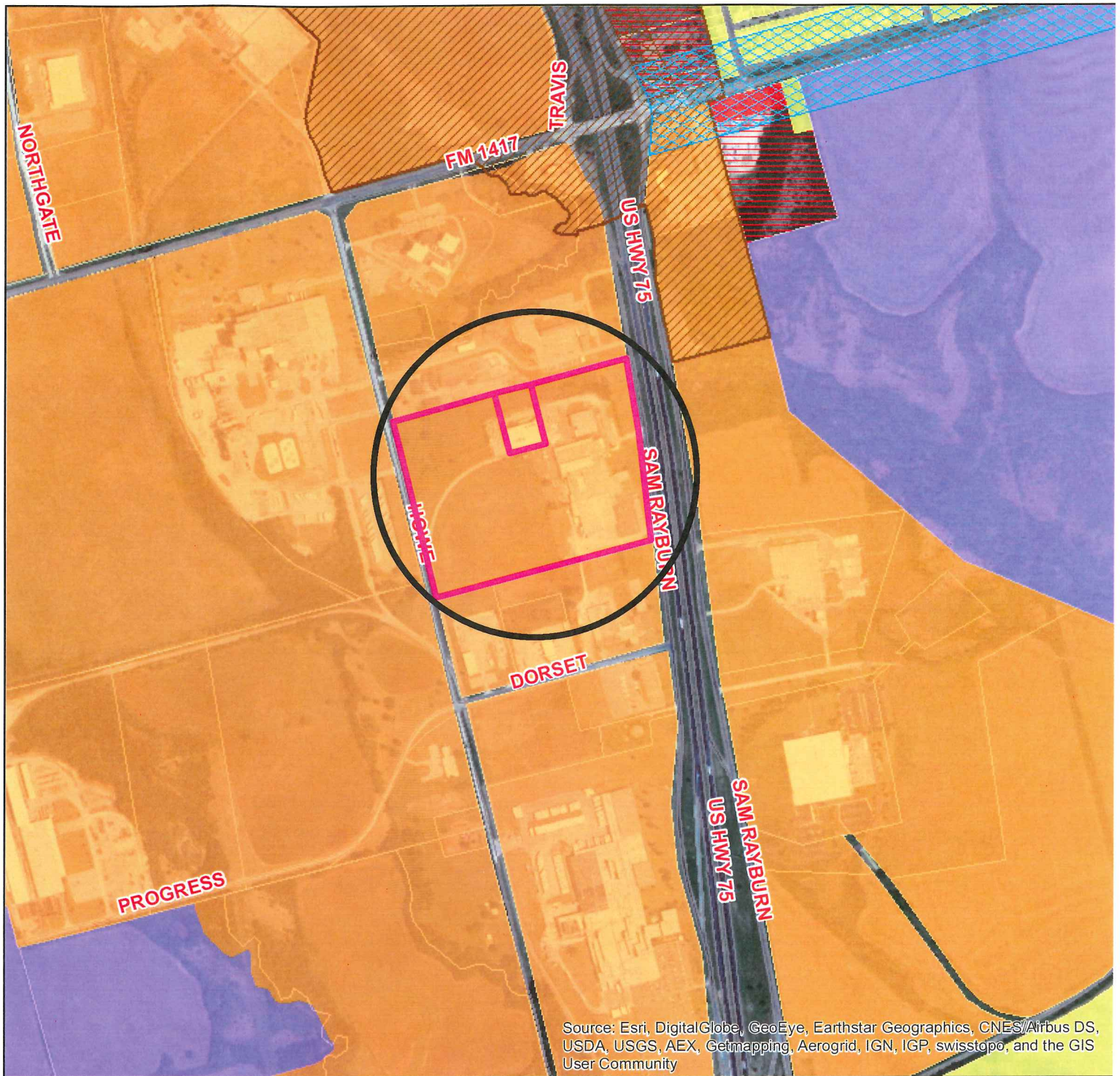
City of Sherman, Texas
Developmental Services Department

4300 South Highway 75



NOT TO SCALE

1 in = 585 ft



Zoning - 4300 S. Highway 75

Legend		
Transportation Corridors Overlay		ZONING PARCELS
HWY_NAME	SPECIAL DISTRICTS Overlay	Zoning Classification
FM 1417	DISTRICT_NAME	BIP Blalock Industrial Park
Sam Rayburn Freeway	Arts and Cultural District	C-1 Retail Business District
US Hwy 82 and 75	Blalock Commercial Overlay District	C-2 General Commercial District
	Central Business District	CO Office District
	College Park District	Lakes
	Downtown Overlay District	M-1 Light Manufacturing District
	Historic Preservation District	M-1.5 Medium Manufacturing District
		M-2 Heavy Manufacturing District
		MH Manufacturing Housing District
		R-1 One Family Residential District
		R-2 Multi-Family Residential District
		R-A Single Family Agricultural District
		SF-1 Single Family Residential District

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 935 ft

4300 S. Highway 75



Kaiser Aluminum

Sherman, TX

Unit 2 Press 1

Building Narrative

For use with:

Sherman City Council and
Planning and Zoning Application

March 12, 2015

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1 EXECUTIVE SUMMARY

Kaiser Aluminum in Sherman Texas is expanding their aluminum extrusion press facilities. A new 4400T press line is being added in a separate building (Unit 2) to the west of the current Unit 1 building. Unit 2 will house the press and associated equipment, restrooms, offices, conference rooms, maintenance shop and die shop. Below is a brief summary of the building systems and processes.

2 ARCHITECTURAL

2.1 Building Configuration

Unit 2 is 566 feet long overall (all dimensions in narrative rounded to nearest foot). The north end is 132 feet wide reducing down to 103 feet wide at grid line 20 which is 201 feet from the northern most grid line 31 (grid lines are at 20 foot intervals except for Grids 11/12 and 21/22 which are 18" apart to account for building expansion joint assemblies between aforementioned grids.) Unit 2 is comprised of two high roof areas and a low roof area. The northern high roof area is 133 wide x 201 feet x 34 feet tall at the eave. The low roof area is 201 feet x 103 feet x 19 high at the east eave and is 21 feet high at the west eave due to the building jog at grid 20. The southern end of the building is 80 feet long x 103 feet wide x 34 feet high at the east eave and 36 feet high at the west eave once again to the effects of the building jog at grid 20.

The south end of the building will be 4 foot above finished grade to accommodate truck loading at the south end. The finished floor will remain at the same elevation throughout the building and the 4' dock height will be obtained using the natural slope of the site. 4 foot tall exterior metal grate exit stairs will allow occupant to exit to grade level at the south end of the building.

2.2 Building Envelope

The building roofs, both high roof and low roof areas, are comprised of a standing seam (mechanically seamed) roof, cover board, R-20 polyisocyanurate rigid insulation, thermal board and metal deck and be vented at the ridge. The roofs are in a low slope (1:12 slope) symmetrical and non-symmetrical gable configuration. It should be noted that additional roof structures associated with Unit 2 include an open lean-to area for exterior equipment, approximately 40 feet x 16 feet x 16 feet high and a covered walk/drive way, 32 feet wide x 90 feet long x 14 feet high, extending perpendicular from the east side of Unit 2 to the west side of the Unit 1 building approximately 90 feet to the east. The roofs for the equipment lean-to and the covered walk/driveway consist of standing seam roof (same as low/high roofs on Unit 2) cover board and metal deck. The equipment lean-to is a shed configuration (1:12 slope) and the covered walk/driveway is a non-symmetrical gable configuration (1/2:12 slope). The Unit 2 roof will have penetrations for stacks. Gutters and downspouts will be provided for the main Unit 2 roof.

The vertical envelope material is an R-20 insulated metal wall panel consisting of an interior and exterior metal panels sandwiching rigid insulation. The panels specified are 3 feet wide and are supplied in customer specified lengths limited by highway load length restrictions. At this writing, exterior doors will consist of (8) hollow metal 3' x 7' personnel doors/frames with vision lite, one of which will provide an exterior exit from the mezzanine level with exterior exit stairs (12' high) and (5) insulated motor operated roll-up doors in varying heights and widths from 9' wide x 9' high to 16' x 14' high. There are no exterior windows associated with Unit 2.

2.3 Building Interior

Unit 2 interior building spaces include the following and are configured in the following manner:

2.3.1 Press Room

1. Concrete floor.
2. Exposed structure ceiling (painted).
3. Exposed side walls (interior painted surface of insulated metal panel makes up interior finish of all areas unless otherwise noted).
4. Bridge crane and monorail hoist in high roof area.
5. Hydraulic pump pit with removable sound insulated cover(s) and flow-through ventilation.
6. Various material conveyor trenches with removable covers.
7. Striped pedestrian walkway/forklift drive ways.
8. MCC area.
9. Pit with forklift-rated covers for underground conveyor from billet saw to furnace.

2.3.2 Finished Goods

1. Same general finishes as Press Room.
2. Dock levelers (2) at south end of room along with dock seals and truck securement devices at loading dock doors.

2.3.3 Die Cleaning

1. Concrete floor
2. Exposed side walls
3. CMU dividing wall at Maintenance Stores.
4. Depressed concrete sump at die cleaning process tanks.

2.3.4 Maintenance Stores

1. Concrete floor.
2. 12 foot high chain-link fence defines space.
3. Owner supplied, contractor installed rack storage.
4. 12 foot x 12 foot (2-6 foot leaves) sliding access gate with lockset/strike plate locking device.

2.3.5 Maintenance Work Area

1. Concrete floor.
2. 12 foot high chain-link fence defines space.
3. Owner supplied, contractor installed rack storage.
4. 12 foot x 12 foot [(2)-6 foot leaves] sliding access gate with lockset/strike plate locking device.
5. 3' x 7' chain-link access gate with electrified lockset/strike plate locking device equipped with card reader access device.
6. Jib crane

2.3.6 Break Room

1. Epoxy coated (Stonhard Stonshield HRI) concrete floor.

2. Painted CMU walls.
3. Ceiling open to mezzanine floor deck/structure above (painted).
4. Plastic laminate finished wood casework (uppers and lowers) with kitchen sink.

2.3.7 Hall

1. Epoxy coated (Stonhard Stonshield HRI) concrete floor.
2. Painted CMU walls.
3. Ceiling open to mezzanine floor deck/structure above (painted).
4. High/Low accessible drinking fountain (second fountain at south toilet room entrance).

2.3.8 Men's/Women's Toilet/Shower Room

1. Epoxy coated (Stonhard Stonshield HRI) concrete floor.
2. Painted CMU walls. Chase between toilet rooms.
3. Ceiling open to mezzanine floor deck/metal deck ceiling/structure above (painted).
4. 5 lavatories per toilet room.
5. 2 urinals, 3 water closets (men).
6. 5 water closets (women).
7. 3 showers/toilet room (two –one men's, one in woman's, will be transfer shower stall)
8. Shower stalls defined by CMU with Stonhard Stonglaz VSR coating on shower interiors.
9. Epoxy paint on wet walls (adjacent to urinals, lavs, wc's)
10. Floor mounted, overhead braced metal toilet partitions.
11. Lockers on stand with integrated bench (each toilet room).
12. Locker room bench (each toilet room)
13. Usual assortment of toilet room accessories.
14. Floor drains.

2.3.9 Janitor's Closet

1. Concrete floor.
2. Painted CMU walls.
3. Ceiling (ceiling not yet determined; either gypsum board or metal deck ceiling).
4. Corner floor sink w/faucet/mop rack/shelf.

2.3.10 Communication Closet

1. Concrete floor.
2. Painted CMU walls.
3. Ceiling (ceiling not yet determined; either gypsum board or metal deck ceiling).

2.3.11 Mechanical Room

1. Concrete floor.
2. Painted CMU walls.
3. Ceiling (ceiling not yet determined; either gypsum board or metal deck ceiling)
4. Floor drain.

2.3.12 Mezzanine Production Office (mezzanine floor level at 12 foot above Press Room Floor)

1. Concrete floor with VCT
2. Rubber base

3. Painted gypsum wall board/insulation/metal stud walls.
4. Suspended acoustic ceiling.
5. Hollow metal doors/frames.
6. Hollow frame/safety glazed windows overlooking Press Room floor.

2.3.13 Mezzanine Training Room

1. Same as Mezzanine Production Office.

2.3.14 Mezzanine Hall

1. Concrete floor.
2. Metal grate stair with railing/handrail (painted).
3. Exit to exterior metal grate stair/handrail/railing/concrete landing (painted).

3 CIVIL

Civil related improvements are noted below:

3.1 Site Demolition

1. Remove existing trees within proposed building and pavement footprint.
2. Remove existing chain link security fence within the building and pavement footprint and replace with new fence on the west side of the site.
3. Limited pavement removal.

3.2 Erosion and Sediment Control

1. Provide Erosion and Sediment Control Best Management Practices (BMP's) such as rock construction entrance, storm drain inlet protection and sediment filter fencing.

3.3 Site Layout

1. Unit 2 Press 1 building is located 90.0' west of the Shipping QA Addition.
2. Construct an all-weather fire lane approximately 115' west of Unit 2 Press 1 building.
3. Extend fork lift access from west side door of Unit 2 Press 1 building to all-weather fire lane.
4. Paving on the north side is 30' wide in between the building and an existing transformer.
5. Paving on the east side will fill in the entire area between the building and existing pavement adjacent to Unit 1 building.
6. Paving on the south side will extend approximately 144' beyond the building to accommodate semi-truck maneuvering when entering and exiting the loading dock. South paving will extend to the west beyond the fire lane approximately 75' to provide a truck parking area.
7. There will not be any paving directly west of the building.
8. Stormwater detention pond will be located south of the site on the Kaiser owned adjacent parcel.

3.4 Grading

1. Clearing and grubbing existing topsoil and vegetation within building and pavement footprint.
2. Finished floor elevation of the proposed Unit 2 is estimated at 732.00.
3. There is approximately 0-2' of cut from existing ground to finished floor elevation at the north end of the building and transitions to approximately 7' of fill from existing ground to finished floor elevation at the south end of the building.
4. The pavement adjacent to the building varies from flush with finished floor at the north end of the building and most of the east side to 4' below finished floor at the south end to accommodate at grade loading docks.
5. Multiple localized sumps within the new pavement are used to collect stormwater runoff and maintain gradual slopes.
6. Grade adjacent to the west side of the building will be kept lower than finished floor and slope away from the building.

3.5 Pavement

1. Per the Geotechnical report, the proposed pavement section shall be:
 - i. 8 inches Portland Cement Concrete over 8 inches Lime-Stabilized Soils
 - or
 - ii. 9 inches Portland Cement Concrete over 8 inches Scarified and Compacted Subgrade

3.6 Stormwater

1. Install a stormwater piping system along the north, east and south sides of the Unit 2 building.
2. Multiple collection catch basin structures will be located along the storm piping alignment.
3. Roof runoff is collected in a gutter system and piped directly to the storm piping system.
4. The storm piping outfall discharges into a proposed detention pond located south of the site on the Kaiser owned adjacent parcel.
5. The detention pond shall contain an overflow system that releases runoff into an existing sump southeast of the pond.

3.7 Sanitary Sewer

1. Connect to the existing flow control manhole located north of the existing Maintenance building.
2. Install a sewer mainline pipe from the flow control manhole to the west past the existing Casting building, then south to the Unit 2 Press 1 site.
3. The sewer main will need to be bored underneath the existing railroad tracks.
4. The sewer main shall extend along the east side of the building to the south end.
5. Multiple manhole structures are included along the piping alignment.
6. Sewer services will be routed from the main to the proposed building.

3.8 Fire and Domestic Water

1. Connect to the City of Sherman's existing 16" diameter main within Highway 75 Frontage Road located near the northeast corner of the property.
2. Install fire and domestic water meter assembly outside of the right-of-way line after City main connection.
3. Extend water main west past the existing Casting building, then south to the Unit 2 Press 1 site.
4. The water main will need to be bored underneath the existing railroad tracks.
5. A loop of the water main will extend around the exterior of the proposed building.
6. Multiple valves will be placed along the water main and multiple fire hydrants will be extended off the main.
7. Domestic and Fire Protection services will be routed from the main to the proposed building.

3.9 Natural Gas

1. A new tap will be located on the mainline near the frontage road at the northeast side of the site. A new natural gas line will be run from the tap location in the utility trench along the north side of the site.
2. The natural gas line will need to be bored underneath the existing railroad tracks.

4 STRUCTURAL

4.1 Geotechnical Considerations

A geotechnical investigation has been performed for the new building location and a report titled, "Geotechnical Investigation: 4th Press Building Kaiser Aluminum Sherman, TX" dated January 26, 2014 (Actual date was 2015) was issued by Alliance Geotechnical Group. A supplement to the geotechnical report was issued on February 11, 2015. The investigation found highly expansive clay soils in the upper 10-20 feet of the soil profile. The report recommends approximately ten feet of soil be removed and moisture conditioned below the building footprint. After moisture conditioning, the soil will be recompacted in eight inch lifts. Eighteen inches of structural fill will be placed and compacted over the moisture conditioned soil.

4.2 Foundation System

The foundation system for Unit 2 will consist of concrete drilled piers (Approximately 25 feet deep to limestone bedrock) and perimeter grade beams. The press line floor slab will be concrete slab-on-grade estimated at 8" thick. The extrusion press will have multiple pits ranging from three feet to ten feet deep. Drilled pier foundations and pile caps will also support the press equipment. At multiple locations throughout the building, bollards and industrial guarding will be provided to protect workers from industrial hazards.

4.3 Framing System

The building largely consists of clear span steel rigid frames. The high bay area at the north end of the building will include a 20 ton bridge crane with runways attached to the building frame columns on corbels. The mezzanine framing will be concrete over metal deck on long span steel joists or steel beams. The joists/beams will bear directly on reinforced CMU walls founded on grade beams and drilled

piers. Angle bracing at the side walls will be used to resist wind loading in the longitudinal direction. Roof framing will be cold-formed steel Z-girts or steel joists and metal “B” deck roofing.

5 MECHANICAL (HVAC & PLUMBING)

5.1 HVAC

Unit 2 has several different areas in which different HVAC strategies will be implemented. In the main portion of the building, the primary conditioning that will be performed will be freeze protection for the fire protection and plumbing. Unit heaters will be utilized to provide supplemental heat to the main area of the second press unit. These will be located around the perimeter of the building and located near roll up doors and where necessary near the man doors. Much of the excess heat from the process will minimize the amount of time that these operate. Ventilation for the building will be provided by louvers located in the high bay portions of the press building, both at the north and south ends. These louvers will be equipped with motor operated dampers to provide control for the ventilation. When these are open, the rollup doors to the building will typically be open as well, providing intake of fresh air and allowing hot air in the top of the building to exit through the louvers.

Mechanical exhaust will be provided for the die cleaning area. This will consist of a hood mounted behind the caustic tank. This hood will capture fumes from the caustic tank while keeping the area directly above the tank clear for access. The fumes that are pulled from the tank area will be routed through a scrubber prior to being exhausted to the exterior of the building through the roof. Exhaust and fresh air ventilation will also be provided for the maintenance area. This will help eliminate any fumes from solvents or welding.

The restrooms, shower spaces and administrative offices will be conditioned. Heating, ventilation and air conditioning will be provided to maintain the temperature of these spaces between 68-72°F. The restrooms and shower areas will be provided with exhaust to eliminate smells and moisture. Conditioned air will be provided to these areas to prevent introduction of plant air into these spaces. The break room will be conditioned and exhaust will be provided in the kitchenette area to remove odors produced by cooking. Mechanical units needing exterior mounting will typically be mounted on the low roof.

The communication closet will be provided with a dedicated air conditioning unit. This unit will provide cooling to the space. The unit will be a spit system with a remotely located condensing unit (on the low bay roof).

5.2 Plumbing

The plumbing systems that will be included in the facility consist of the domestic water, tempered water supplying the safety fixtures, and Reverse Osmosis (RO) process water. Domestic water will include fixtures for the restrooms and showers. Water heaters will be selected to provide domestic hot water for the fixtures. The water heater for the emergency showers and eyewashes will be based upon the location and number of fixtures required. Tempered water piping and tempering valves will be provided to supply tepid water to the fixtures. Hose bibs with vacuum breakers will be located around the facility to provide wash down water.

5.3 Process Water

A 10,000 gallon storage tank will be provided for the RO water system. This will be an extension of the existing RO process water system. The new tank will be supplied by piping that will be routed below grade, between the buildings. The tank will serve as a reservoir to pull RO water for the quench process equipment. The water pressure from the tank will be boosted by a pump.

5.4 Compressed Air

A dedicated compressed air system will be provided for the new press building. The system will consist of a new filter dryer, compressor, receiver and piping. The filter/dryer, compressor and receiver will be located in a common area with the compressed air piping routed throughout the unit 2 building with drops to the plant floor.

6 MECHANICAL (EQUIPMENT)

6.1 Extrusion Press Process

Unit 2 will house a 4400 Ton Front Loading Hydraulic Extrusion Press. A new Billet Saw will cut logs and the billets will be transported underground to a Billet Furnace. Billets will exit the Billet Furnace and proceed to a Taper Quench. From the Taper Quench, the billets will be rejected to the gravity feeding reject conveyor if they fail to meet temperature specifications. Otherwise, they will be transported to a Billet Loader and from the Billet Loader into the Press. The extrusion will exit the Press into a Water Quench. From the Water Quench a Puller system will pull the extrusion onto a run-out table and a flying Hot Saw will cut the extrusion to allow it to pass from the run-out table to the first set of transfer belts. From the run-out table, the extrusion will move to the Stretcher via the transfer belts. After stretching, the extrusion will move to the Saw Infeed conveyor where it will first move north on the conveyor and the Crop saw will remove the rear crop. The extrusion will then move south on the In-feed conveyor through the Finish Saw and on to the Precision Saw. Chip collection systems will be attached to each saw or a common chip collection system will serve both saws. A robotic packaging station will package the finished parts on pallets and a vertical conveyor storage system (FIFO system) will be provided for storage prior to shipping. Two loading docks at the south end of each Press line will provide capacity for loading the packages in truck trailers. The finished extrusions are inspected, stacked, palletized and shrink-wrapped utilizing a robotic packaging station. A First-In-First-Out (FIFO), multiple level gravity conveyor is located in the far south shipping area.

Unit 2 will house a Die Shop where dies and tooling will be cleaned, stored and repaired. Unit 2 will also include a Maintenance Shop and storage area where equipment repairs will occur and spare parts for all the equipment will be stored and catalogued. A QC Lab located between Unit 1 and Unit 2 will house all quality equipment. In the lab, parts will be measured and tested. Cutting will also occur inside of the lab and parts will be aged in a small oven. Caustic and Nitric Acid will be used in the lab. The shipping offices located across from the QC Lab and between Unit 1 and Unit 2 provide a location for the truck drivers to come and turn in or retrieve paperwork.

6.2 Extrusion Press Equipment

The press line includes several pieces of equipment in sequence, each requiring specific utilities. They are as follows (from beginning to end, assume all equipment will require control wiring):

1. Billet saw: This will require installation of frames for two separate ingot sawing queues, power, approximately 100' of 4' deep trench for conveyance of billets, building wall penetrations, compressed air, and concrete work.
2. Lay down table: two large tables provided for manually loaded billets requiring power.
3. Furnace Billet Loading: Conveyor termination from the billet saw requires power for lifting billets from trench up to furnace loading conveyor.
4. Billet Furnace: heats individual billets. Equipment requires power, natural gas, nitrogen from existing tanks (east of the Unit 2 building) and high temperature exhaust which will be routed to the roof and exhausted through a stack.
5. Billet transveyor: floor mounted conveyor requiring power.
6. Billet taper quench: requires power and RO water feed.
7. Billet reject conveyor: gravity fed reject conveyor.
8. Billet pusher: Requires hydraulic feed for pushing billets from transveyor to billet loader.
9. Billet loader: Requires power and hydraulic feed for loading billets into the press
10. Hydraulic pumps: Require power, a hydraulic pit approximately 20'x20'x6' deep, with structural cover plates capable of forklift traffic, embedded grating for ductwork routed for air cooling of the pumps, and cooling air from outside provided by a high volume, inline fan mounted on the low bay roof that is ducted to the pit.
11. Hydraulic system cooling: Hydraulic oil cooled by plate heat exchanger provided with cooling by an exterior, open loop cooling tower, location TBD.
12. Die/Bolster ovens: 5 ovens requiring electrical power.
13. Die/Bolster loader: requires hydraulic connection and is served by a free standing monorail routing from the die storage rack, to the die bolster ovens, to the loader.
14. Press: requires, power, hydraulic piping, specific process lighting, and pit foundation with steel framing and pit covering plates.
15. Quench: requires extensive piping, a foundation pit, large ventilation hoods, power, pumps, connection to a new cooling tower (location TBD), large exhaust hoods (with fan and stack), and a heat exchanger.
16. Puller/flying saw/conveyors: requires overhead steel framing, electrical service, and compressed air.
17. Stretcher/conveyors: requires hydraulic power units serving the stretcher, belt conveyors, and power.
18. Conveyors and finish/precision saws: Require power, saw chip vacuum system installation, and compressed air.
19. Robotic finish product pallet loading system: Requires power, compressed air, and a foundation.
20. First in first out (FIFO) pallet storage system requiring foundation, power, and compressed air. Approximate dimensions shown in drawings.

6.3 Caustic Area Equipment

1. Pit area required with drainage over sloped surfaces to sump. All exposed concrete surfaces will be (epoxy?) coated and provided with waterstop between cold joints. Pit sump will have float and pump.
2. Area will have dedicated bridge crane (see lifting equipment section)

3. Outside of Caustic area will be two larger volume tanks containing new and used caustic. Tanks should have built-in secondary containment.

6.4 Lifting Equipment

1. Main press bridge crane: Runs entire length of north high bay, ~80' span, 20 ton capacity, no auxiliary hoist. Supported by East wall columns and dedicated columns on the west side of the billet furnace line.
2. Caustic Area bridge crane: covers caustic area, 3 ton capacity, supported by space structure, which is fully contained by wash down panel (ceiling and walls), crane support framing penetrations shall be sealed for minimal air leakage.
3. Maintenance shop jib crane: 20' span, 1 Ton jib crane mounted to building column, powered chain hoist.
4. Press Die Billet Monorail: free standing, 1 Ton monorail following path as shown in drawings... over Die/Billet storage area, ovens, and Die loading area.

7 ELECTRICAL

1. The building is fed from a 3750kva 12.5 kv to 4160 vac Oncor utility transformer.
2. Inside the building there will be 4160vac distribution switch gear that feeds multiple 480 vac transformers.
3. The 480 vac transformers will feed 480 volt switch gear that provides feeds to the panelboards and MCC's.
4. Off of the 480 volt switch gear there will be a 120/208 volt transformers feeding 120/208 panelboards for receptacle loads. Lighting loads will be off of the 480 volt system.
5. The plant will be wired with Ethernet for data and industrial communications.
6. Contractors will be responsible for power wiring to equipment and interconnections between equipment panels, instrumentation, and motors.
7. The new building will have interties for communication's and industrial Ethernet to the main building.
8. Lighting will be LED high bay similar to Cooper Metalux VT4.

8 FIRE PROTECTION

As noted in the Civil/Fire and Domestic Water discussion above, fire service will be extended to the new Unit 2 building providing a water source to serve fire hydrants and automatic sprinkler systems. Based on demand, a separate and new fire pump may be required to serve demands presented by Unit 2.

8.1 Fire Hydrants

Fire hydrants will be provided for use by responding fire forces coordinated with the provision of dedicated fire lanes.

8.2 Automatic Sprinklers

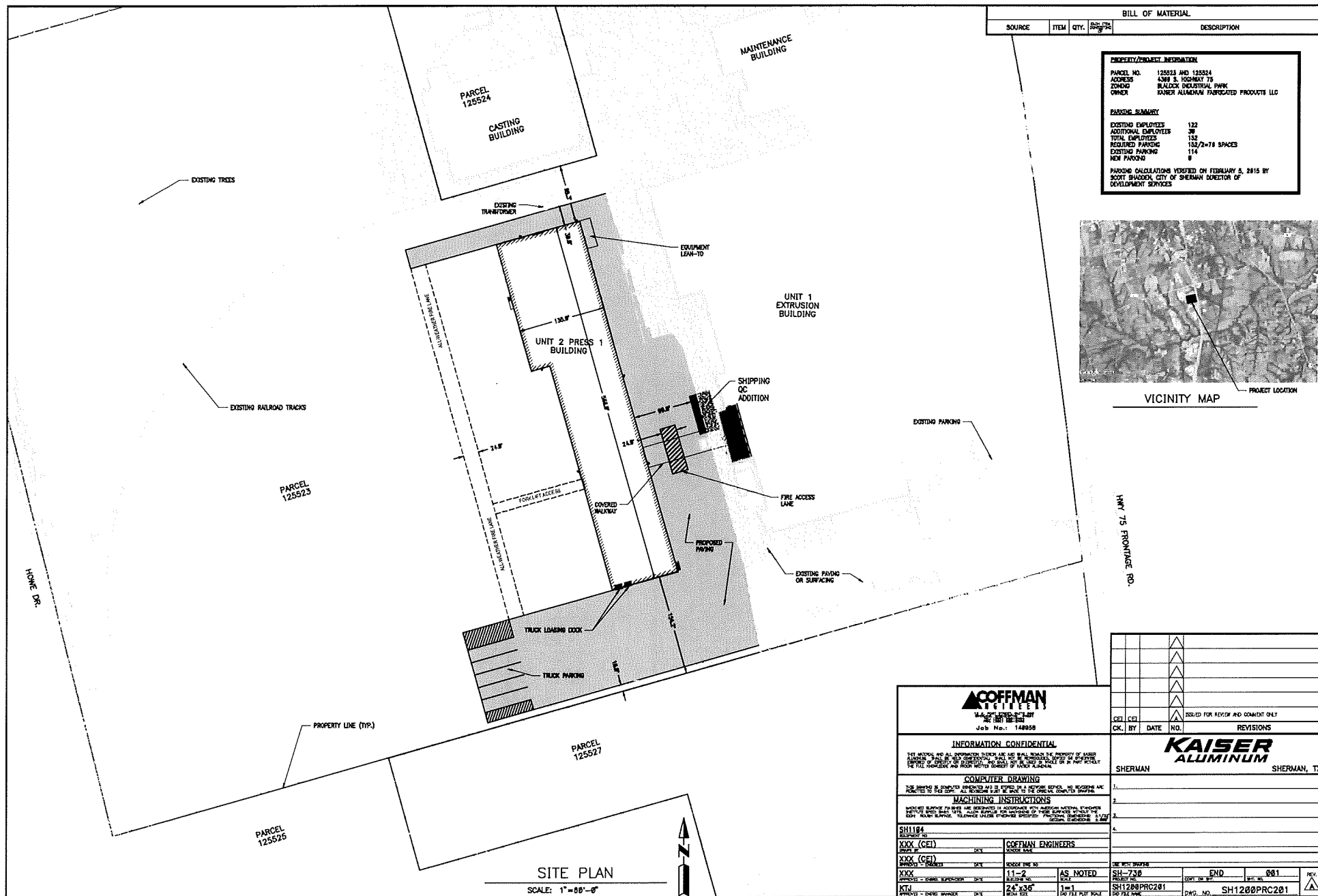
Automatic sprinkler protection will be wet pipe except in low temperature areas in which dry-pipe protection will be deployed.

1. Wet-pipe protection will be provided by up to four separate systems covering general floor areas of the new facility and designed based on Extra Hazard, Group 1 criteria. Nominal protection criteria is .25 gpm/3,000 sq. ft. with an additional 500 gpm reserved for hose allowance.
2. Dry-pipe protection will be limited to those areas (ex. Loading Dock) subject to ambient temperatures less than 40-50 degrees (F).
3. Concentrated hydraulic oil hazards will also employ automatic sprinkler design criteria slightly greater than noted under 1 (above).

Sprinkler design will require recognition of potential expansion of Unit 2 and configure connections to water service mains to insure no interruption of service during future construction activity.

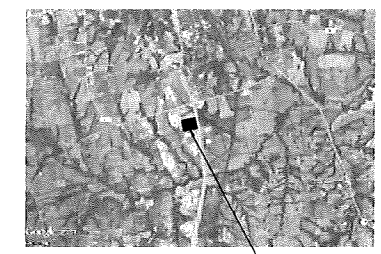
8.3 Fire Alarm Service

New fire alarm service will be required to support initiating and supervisory alarm signals from waterflow and control valve tamper switches provided for new sprinkler risers, tamper switches at sectional valves of fire mains, required manual pull stations and detection devices. Notification signaling will generally be via horn except in high noise spaces.



BILL OF MATERIAL				
SOURCE	ITEM	QTY.	UNIT	DESCRIPTION

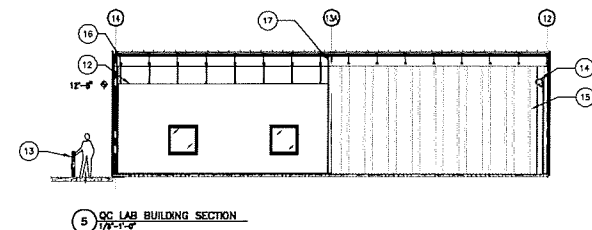
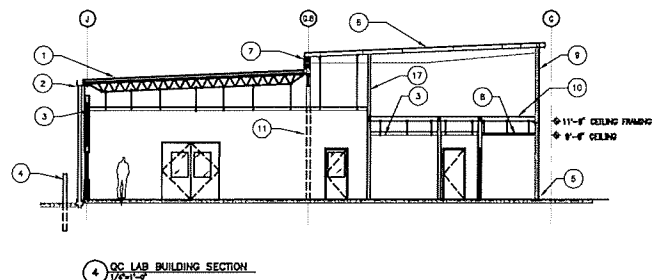
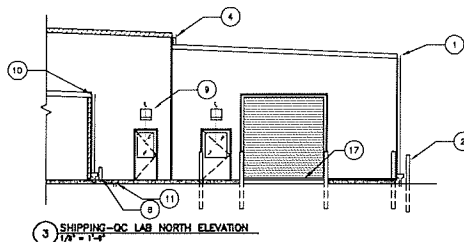
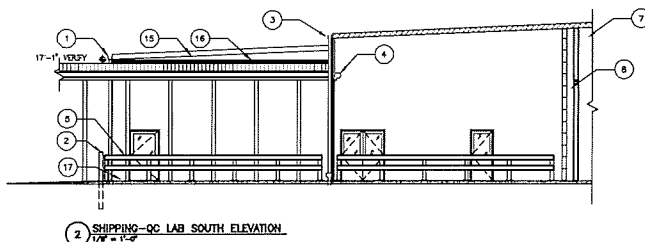
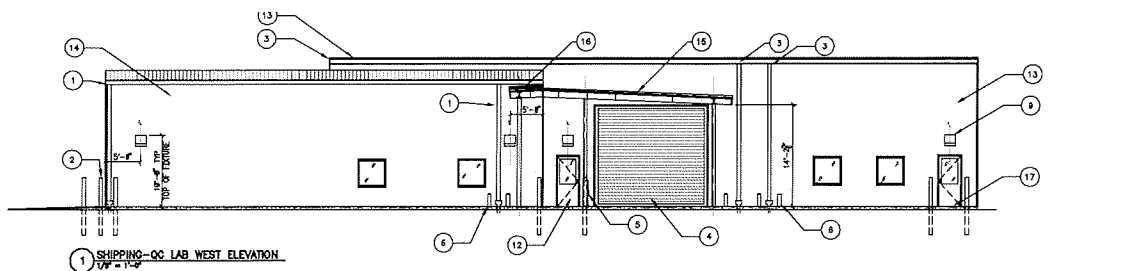
PROPERTY/PROJECT INFORMATION	
PARCEL NO.	125523 AND 125524
ADDRESS	4300 S. HIGHWAY 75
ZONING	INDUSTRIAL PARK
OWNER	KAISER ALUMINUM FABRICATED PRODUCTS, LLC
PARKING SUMMARY	
EXISTING EMPLOYEES	122
ADDITIONAL EMPLOYEES	30
TOTAL EMPLOYEES	152
EXISTING PARKING	152/2=76 SPACES
EXISTING PARKING	114
NEW PARKING	0
PARKING CALCULATIONS VERIFIED ON FEBRUARY 5, 2015 BY SCOTT BRADDOCK, CITY OF SHERMAN, DIRECTOR OF DEVELOPMENT SERVICES	



VICINITY MAP

Hwy 75 Frontage Rd.

		SHEET NO. 001 OF 001	
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SH1184 PROJECT NO.		END 001	
XXX (CEI) PROJECT NO.		SH-730 PROJECT NO.	
XXX (CEI) PROJECT NO.		SH1200PRC201 PROJECT NO.	
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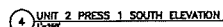
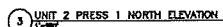
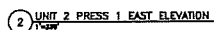
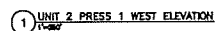


SHEET NOTES	
ITEM	DESCRIPTION

- SHIPPING-OC LAB ELEVATION NOTES
1. GUTTER & DOWNSPOUT, COORDINATE DOWNSPOUT DISCHARGE WITH CIVIL/STORMWATER SYSTEM & MECHANICAL FOR DOWNSPOUT RECEPTACLE.
 2. BOLLARD TYPE, SEE STRUCTURAL.
 3. PROVIDE NEW GUTTER/DOWNSPOUT SYSTEM ON EXISTING BUILDING. COORDINATE DOWNSPOUT DISCHARGE WITH CIVIL/STORMWATER SYSTEM & MECHANICAL FOR DOWNSPOUT RECEPTACLE.
 4. EXISTING CEILING DOOR, PROTECT DURING CONSTRUCTION.
 5. GROUND TYPE, SEE STRUCTURAL.
 6. DOWNSPOUT BOLLARD, TIP AT DOWNSPOUT LOCATIONS. SEE STRUCTURAL FOR BOLLARD TYPES.
 7. EXISTING WALL/STRUCTURE W/NEW CASING OPENING. SEE PLAN.
 8. CMU WALL, EXTEND TO CEILING/ROOF OF EXISTING BLDG. SEE STRUCTURE FOR REINFORCING/BRACING REQUIREMENTS.
 9. EXISTING LIGHTS, TIP. SEE ELECTRICAL FOR TYPE/CONNECTIONS.
 10. NEW GUTTER/DOWNSPOUT SYSTEM ON EXISTING BLDG. COORDINATE DOWNSPOUT DISCHARGE WITH CIVIL/STORMWATER SYSTEM.
 11. STORM DRAIN, COORDINATE WITH CIVIL/STORMWATER SYSTEM.
 12. EXISTING PERSONNEL DOOR, PROTECT DURING CONSTRUCTION.
 13. EXISTING BUILDING, SEE PLAN FOR CONFIGURATION.
 14. NEW BUILDING ADDITION, SEE PLAN FOR CONFIGURATION.
 15. COVERED DRIVE/ANALYST, SEE PLAN FOR CONFIGURATION. SEE STRUCTURE FOR FRAMING MEMBER QUANTITY/SPACING.
 16. COVERED DRIVE/ANALYST, SEE PLAN FOR CONFIGURATION. SEE STRUCTURE FOR FRAMING MEMBER QUANTITY/SPACING.
 17. SEE CIVIL FOR DOOR LANDINGS/GRADE AT DOORS, TIP.

- SHIPPING-OC SECTIONS NOTES
1. STANDING SEAM ROOF/ROOF ASSEMBLY/STRUCTURE. SEE STRUCTURAL FOR MEMBER SIZE/SPACING.
 2. GUTTER & DOWNSPOUT, COORDINATE WITH CIVIL FOR GUTTER TERMINATION INTO STORMWATER SYSTEM.
 3. ACQUISITION SUSPENDED CEILING, EXTEND DMB IF ABOVE SUSPENDED CEILING.
 4. BOLLARD, SEE STRUCT FOR TYPE/DETAIL.
 5. SEE PLAN FOR FOOTING/BLOCK INTERFERENCE.
 6. EXISTING ROOF ASSEMBLY/STRUCTURE, PROTECT DURING CONSTRUCTION.
 7. PROVIDE IF STUD WALL FRAMING 18" O.C. 2x10 BATT INSULATION/SUSPENDING C-GIRTS ALONG GRID "B" FOR EXTENT OF OC LAB BUILDING INTERFACE WITH EXISTING BLDG. SECURE REMAINING EXISTING WALL PANEL TO NEW WALL ASSEMBLY.
 8. SUSPENDED DMB CEILING.
 9. CMU WALL, EXTEND TO UNDERSIDE OF EXISTING ROOF ASSEMBLY. SEE STRUCTURE FOR REINFORCING AND BRACING REQUIREMENTS.
 10. CEILING FRAMING, SEE STRUCTURE FOR MEMBER SIZE/SPACING. PROVIDE LEDGER ON CMU WALL FOR FRAMING SUPPORT.
 11. WALL EXTEND.
 12. ACQUISITION SUSPENDED CEILING.
 13. CEILING, SEE STRUCT FOR TYPE/DETAIL.
 14. CEILING DOOR, SEE DOOR SCHEDULE.
 15. METAL WALL, W/1'-0" TYP.
 16. ROOF STRUCTURE, SEE STRUCTURE FOR MEMBER SIZE/SPACING.
 17. EXTEND WALL TO UNDERSIDE OF DECK. SEE STRUCTURE FOR BRACING AND ATTACHMENT TO OTHER WORK.

Kaiser Aluminum SHERMAN FACILITY SHERMAN, TX		1. 4TH PRESS ADDITION 2. SQ BLOC ELEVATIONS, SECTIONS	
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 FARNER CONSULTING ARCHITECTURE/PLANNING 10000 Wilshire Blvd. Suite 200 Los Angeles, CA 90024  COFFMAN ENGINEERS Mechanical/Electrical/HVAC 1000 Wilshire Blvd. Suite 200 Los Angeles, CA 90024 Job No. 144658 INFORMATION CONFIDENTIAL THE MATERIAL AND ANY INFORMATION THEREIN ARE AND SHALL REMAIN THE PROPERTY OF KAISER ALUMINUM. IT SHALL BE KEPT IN STRICTLY CONFIDENTIAL AND NOT BE LOANED, REPRODUCED, COPIED, OR IN ANY MANNER DISCLOSED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF KAISER ALUMINUM. COMPUTER DRAWING THIS DRAWING IS PREPARED BY COMPUTER AND IS NOT TO BE USED IN ANY MANNER OTHER THAN AS A REFERENCE. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF KAISER ALUMINUM. MACHINING INSTRUCTIONS UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE TO BE GIVEN IN DECIMAL INCHES. DIMENSIONS ARE TO BE GIVEN IN DECIMAL INCHES. DIMENSIONS ARE TO BE GIVEN IN DECIMAL INCHES. DIMENSIONS ARE TO BE GIVEN IN DECIMAL INCHES.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">1</td> <td style="width: 10%; text-align: center;">2</td> <td style="width: 10%; text-align: center;">3</td> <td style="width: 10%; text-align: center;">4</td> <td style="width: 10%; text-align: center;">5</td> <td style="width: 10%; text-align: center;">6</td> <td style="width: 10%; text-align: center;">7</td> <td style="width: 10%; text-align: center;">8</td> <td style="width: 10%; text-align: center;">9</td> <td style="width: 10%; text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">CEI</td> <td style="text-align: center;">CEI</td> <td style="text-align: center;">3, 4, 15</td> <td style="text-align: center;">15</td> <td colspan="6">ISSUE FOR REVIEW AND COMMENT ONLY</td> </tr> <tr> <td style="text-align: center;">CEI</td> <td style="text-align: center;">CEI</td> <td style="text-align: center;">2, 8, 15</td> <td style="text-align: center;">15</td> <td colspan="6">ISSUE FOR REVIEW AND COMMENT ONLY</td> </tr> <tr> <td style="text-align: center;">CEI</td> <td style="text-align: center;">CEI</td> <td style="text-align: center;">1, 8, 7, 15</td> <td style="text-align: center;">15</td> <td colspan="6">ISSUE FOR REVIEW AND COMMENT ONLY</td> </tr> <tr> <td style="text-align: center;">CK</td> <td style="text-align: center;">BY</td> <td style="text-align: center;">DATE</td> <td style="text-align: center;">IND.</td> <td colspan="6">REVISIONS</td> </tr> </table>  KAISER ALUMINUM SHERMAN FACILITY SHERMAN, MT 1. 4TH PRESS ADDITION 2. UNIT 2 PRESS 1 ELEVATIONS 3. 4.	1	2	3	4	5	6	7	8	9	10	CEI	CEI	3, 4, 15	15	ISSUE FOR REVIEW AND COMMENT ONLY						CEI	CEI	2, 8, 15	15	ISSUE FOR REVIEW AND COMMENT ONLY						CEI	CEI	1, 8, 7, 15	15	ISSUE FOR REVIEW AND COMMENT ONLY						CK	BY	DATE	IND.	REVISIONS					
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**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 6.

Meeting Date: 04/21/2015

Prepared by: Patsy Reeves, Developmental Services Admin Secretary

Approved by: Scott Shadden, Director of Development Services

Commissioners: Joe Gilbert, Chairman

Kyle Patterson, Vice-Chairman

Ron Barton, Commissioner

Sam Thorpe, Commissioner

Ronnie Dutton, Commissioner

Eric Elliott, Commissioner

Chris Vellotti, Commissioner

Sean Vanderveer, Commissioner

Shawn Davis, Commissioner

Requested Action/Proposed Use:

4300 SOUTH U.S. HIGHWAY 75

The request of Kaiser Aluminum Fabricated Products (Owners), Dana Mann (Representative), Coffman Engineers (Engineer) and Robert Kasberger Applied Services (Architect) concerning the property located at 4300 South U.S. Highway 75, being 45.923 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 an expansion of their aluminum extrusion press facilities for a new press line building in the Blalock Industrial Park.

Background:

The property is located at 4300 South U.S. Highway 75 in the Blalock Industrial Park; Kaiser Aluminum Fabricated Products is the tenant. Kaiser Aluminum is expanding their aluminum extrusion press facilities. A new 4400T press line is being added in a separate building (Unit 2) to the west to the current Unit 1 building. Unit 2 will house the press and associated equipment, restrooms, offices, conference rooms, maintenance shop and die shop. The approximate 76,410 square foot building will have an insulated metal wall panel exterior finish. Kaiser Aluminum currently has 122 employees and would like to add 30 employees with this addition, for a total 152; they have 114 spaces to accommodate parking.

Adjacent Zoning:

Blalock Industrial Park

Origination:

Kaiser Aluminum Fabricated Products (Owners)

Dana Mann (Representative)

Coffman Engineers (Engineers)

Robert Kasberger Applied Services (Architect)

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:

38

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Photo

Narrative

Site Plan

Elevations

Staff Review Letter

STAFF REVIEW LETTER

April 15, 2015

Kaiser Aluminum Fabricated Products
4300 S. Highway 75
Sherman, Texas 75090

Coffman Engineers
10 N. Post Street, Ste. 500
Spokane, WA 99201

Kaiser Aluminum Fabricated Products
Dana Mann
4300 S. Highway 75
Sherman, Texas 75090

Robert Kasberger Applied Services
3021 N. Park Rd.
Spokane Valley, WA 99212

Dear Applicants,

The request for site plan approval for an expansion of the aluminum extrusion press facilities at Kaiser Aluminum Fabricated Products for a new press line building in the Blalock Industrial Park for the property located at 4300 South U.S. Highway 75 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 21, 2015 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the Blalock Industrial Park Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

4. City of Sherman Engineering Department shall review design plans.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., City Engineer

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



City Council Regular Meeting

Agenda Item No. I. 1.

Meeting Date: 05/04/2015

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Red River Groundwater Conservation District Board of Directors (1)

Issue:

Mark Gibson and David Gattis are currently Sherman's representatives on the Red River Groundwater Conservation District Board of Directors. Mr. Gibson's term expires on August 31, 2015. He is eligible and does wish to serve another term.

Background:

The purpose of the Red River Groundwater Conservation District is to provide for the conservation, preservation, protection, recharging, and prevention of waste of the groundwater in Grayson and Fannin Counties, and to control subsidence caused by the withdrawal of groundwater in accordance with Article XVI, Section 59 of the Texas Constitution.

Origination:

The request originated with the City Manager's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the recommendation of the staff that the City Council consider a reappointment to the Red River Groundwater Conservation District Board of Directors.

Alternatives:

The Council could choose not to make the reappointment.

Attachments

Roster

Fact Sheet

Letter

MEMBERSHIP ROSTER

RED RIVER GROUNDWATER CONSERVATION DISTRICT

**LENGTH OF TERMS: FOUR YEARS
NO TERM LIMITS**

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Harold Latham		8/2009	8/31/2015		Fannin County Commissioners Court Appointment
William Purcell		10/2013	8/31/2017		Cities in Fannin County Appointment
Mark Newhouse		10/2013	8/31/2017		Water District/Water Supply Corp. in Fannin County Appointment
Mark Gibson		U 10/2013	8/31/2015	1	Sherman Appointment
David Gattis		A 9/22/2009 R 8/31/2013	8/31/2013 8/31/2017	1 2	Sherman Appointment
Mark Patterson		8/2011	8/31/2015		Cities in Grayson County Appointment (not Sherman)
Don Wortham Secretary/Treasurer		8/2009	8/31/2017		Water District/Water Supply Corp. in Grayson County Appointment

CITY STAFF: Mark Gibson, Director of Utilities
Revised 11/2/2013

5100 Airport Drive
Denison, Texas 75020

Staff:
Drew Satterwhite, General Manager
Carolyn Bennett, Administrative Assistant
Carmen Catterson, Secretary
Brian Sledge, Lloyd Gosselink Firm, General Counsel

FACT SHEET

RED RIVER GROUNDWATER CONSERVATION DISTRICT

Established by SB 2529 which was codified as Special District Local Laws Code, Title 6, "Water and Wastewater", Subtitle H, "Districts Governing Groundwater", Chapter 8859, "Red River Groundwater Conservation District"

1. Number of Members: SEVEN DIRECTORS – TWO FROM SHERMAN
2. Term of Appointment: STAGGERED FOUR-YEAR TERMS; EXPIRE AUG. 31 OF ODD NUMBERED YEARS
3. Consecutive Term Rule: NO RULE
4. Qualifications for Membership: REGISTERED VOTER OF GRAYSON OR FANNIN COUNTIES, AS APPLICABLE
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization:

PRESIDENT X VICE PRESIDENT X SECRETARY X
ELECTED X APPOINTED
7. Departmental Responsibility: MANAGEMENT
8. Meeting Date:
9. Attendance Requirements: NO RULE

=====

RESPONSIBILITIES: The purpose of the District is to benefit property by providing for the conservation, preservation, protection, recharging, and prevention of waste of groundwater, and to control subsidence caused by the withdrawal of groundwater under powers conferred by Article XVI, Section 59 of the Texas Constitution.



RED RIVER
GROUNDWATER CONSERVATION DISTRICT
FANNIN COUNTY AND GRAYSON COUNTY



April 13, 2015

Robby Hefton, City Manager
City of Sherman
PO Box 1106
Sherman, TX 75091

RE: Red River Groundwater Conservation District Board Representation

Dear Robby,

The legislation which created the Red River Groundwater Conservation District in 2009 contains a provision for two representatives to be appointed by the City of Sherman. Since the terms of the two directors are staggered, one appointment expires August 31, 2015. The new term will be for a four year period expiring August 31, 2019.

The appointment is currently being filled by Mr. Mark Gibson, Director of Utilities for the City of Sherman. Mr. Gibson has been an active participant on the Board of Directors. I would like to request that you place an item on the next City Council agenda to provide an appointment to the Board of Directors.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Drew Satterwhite".

Drew Satterwhite, P.E.
General Manager

Red River Groundwater Conservation District



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. L.

Meeting Date: 05/04/2015

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2015 Council Calendar

2015

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