

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 3, 2008
5:00 P.M.**

- A.1** [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2** [PLEDGE OF ALLEGIANCE](#)
- A.3** [INVOCATION BY COUNCIL MEMBER CAROLYN S. WACKER](#)
- A.4** [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 18, 2008](#)

Introduction and Public Hearing of Ordinances

- B.1** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5515](#)
Authorizing the Issuance of “CITY OF SHERMAN, TEXAS TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2008”, Specifying the Terms and Features of Said Certificates; Providing for the Payment of Said Certificates of Obligation by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and a Limited Pledge of the Net Revenues from the Operation of the City’s Combined Waterworks and Sewer System; Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Certificates, Including the Approval and Execution of a Paying Agent/Registrar Agreement and a Purchase Agreement
- B.2** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5516](#)
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Larry Cox (Owner) to Allow a Two-Family Dwelling (Duplex) in an R-1 (One Family Residential) District at 1200 South Throckmorton Street, being Lot 1, Block 1 of the Replat of Lots 5 thru 7 and Part of Lot 8, Block 4, W.D. Fitch Subdivision; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000
- B.3** [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5517](#)
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Texoma Development, Inc. (Owners), Boothe Enterprises (Developer), and Sartin and Associates (Surveyors) to Allow Three Duplexes in an R-1 (One Family Residential) District in the 1300 Block of West Lamar Street and the 100 Block of South Holly Street, being Future Lots 8R, 9R and 10R, Block 2 of the Replat of the North One-Half of Lot 8, and all of Lots 9 and 10, Block 2, W. Elliott’s Gray’s Hill Addition; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.4 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5518](#)

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Robert Tate and NewCrest Hotels, Ltd. (Owners), Danny Patel (Representative), and Underwood Drafting and Surveying, Inc. (Surveyors) to Allow a Hotel in a C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District in the 2900 Block of U.S. Highway 75 North, being 1.55 acres in the J.B. McAnair Survey, Abstract No. 763 and all of Lots 1 & 2, Block 1 of Holiday Inn Sherman, a Replat of Texoma Hospitality Addition; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.5 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5519](#)

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Leonard Coffman (Owner) to Allow Model Home and Storage Building Sales/Displays with Distribution in a C-1 (Retail Business) District at 1509 West Houston Street, being 1.04 acres in the J.B. McAnair Survey, Abstract No. 763; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.6 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5520](#)

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to United Rentals (Owners), Jamie Legg (Representative), to Allow One-Yard Capacity Concrete Mixer with a Maximum of Six (6) Trailers as an Accessory Use to Heavy Equipment Sales and Rental in a C-2 (General Commercial) District and the O-1 (75 & 82) Overlay District at 117 U.S. Highway 82 West, being 3.67 acres in the J.B. McAnair Survey, Abstract No. 763; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.7 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5521](#)

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 115 East College Street, being 0.158 acres in the J.B. McAnair Survey, Abstract No. 763 (Ted and Pamela Hoeller, Owners; Steve Graham, Representative)

B.8 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5522](#)

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 504 South Walnut Street (First Baptist Church, Owners; Habitat for Humanity, Prospective Owner)

Close Public Hearing and Consider Adoption of Ordinances

B.9 [ADOPTION OF ORDINANCES](#)

Consider Adoption of Ordinance Numbers:

- | | |
|---------|---------|
| a) 5515 | e) 5519 |
| b) 5516 | f) 5520 |
| c) 5517 | g) 5521 |
| d) 5518 | h) 5522 |

B.10 [CONSENT AGENDA](#)

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

Resolutions

C.1 [RESOLUTION NO. 5171](#)

Adopting and Promoting the “Less Tears...More Years”™ Campaign and Urging Representatives of the Texas Legislature to Address the Problem of Teenage Traffic Fatalities in Texas

C.2 [* RESOLUTION NO. 5172](#)

Authorizing Execution of an Interlocal Agreement with the North Central Texas Fusion System

C.3 [* RESOLUTION NO. 5173](#)

Authorizing the Purchase from Bob Utter Ford of a Utility Truck Chassis for the Water Production Department

C.4 [* RESOLUTION NO. 5174](#)

Authorizing Execution of a Professional Services Agreement with Timothy L. Morris, P.E. d/b/a Morris Engineers for the Design of the Highland Avenue Water Line Replacement between McGee Street and Taylor Street

C.5 [RESOLUTION NO. 5175](#)

Approving the Greater Texoma Utility Authority’s Intention to Enter into an Agreement with Lynn Vessels Construction, LLC for Construction of the U.S. Highway 82 West Water Main from Lamberth Road to Proposed State Highway 289

C.6 [* RESOLUTION NO. 5176](#)

Approving the Greater Texoma Utility Authority’s Intention to Enter into an Agreement with B. Bray Construction Co., Inc. for Replacement of the Hillcrest Drive Water Main between Ricketts Street and Sunset Avenue

C.7 [* RESOLUTION NO. 5177](#)

Authorizing the Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 613 South Vaden Street

C.8 [* RESOLUTION NO. 5178](#)

Authorizing the Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 709 East Sycamore Street

C.9 [* RESOLUTION NO. 5179](#)

Authorizing the Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 713 East Sycamore Street

Other Business

D.1 [* OTHER BUSINESS](#)

Replat Approval of the NewCrest Addition, a Replat of Lots 1 and 2, Block 1 of Holiday Inn Sherman and Lot 2, Block 1 of the Replat of Lot Three, Block 1 of the Action-75 Addition, being 1.55 acres in the J. B. McAnair Survey, Abstract No. 763; Robert Tate and NewCrest Hotels, Ltd., Owners (2900 Block of U.S. Highway 75 North)

D.2 [* OTHER BUSINESS](#)

Final Plat Approval of Veteran's No. 1 Addition, being 1.812 acres in the Fleming Jennings Survey, Abstract No. 638; Mike Bernard, Owner (2900 Block of U.S. Highway 82 East)

D.3 [* OTHER BUSINESS](#)

Replat Approval of the North One-Half of Lot 8, and all of Lots 9 and 10, Block 2 of W. Elliott's Gray's Hill Addition, being 0.43 acres in the J.B. McAnair Survey, Abstract No. 763; Texoma Development, Inc., Owners (1300 Block of West Lamar Street and 100 Block of South Holly Street)

D.4 [CITIZEN REQUESTS](#)

D.5 [MEDIA QUESTIONS](#)

Consider Board/Commission Appointments

D.6 [APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS](#)

a) Parks and Recreation Advisory Board (2)

D.7 [COUNCIL COMMENTS](#)

D.8 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Carolyn S. Wacker, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER CAROLYN S. WACKER



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. A.4

APPROVE MINUTES

THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 18, 2008

February 18, 2008

**ORD 5514
REGULAR
MUNICIPAL
ELECTION**

No citizens appeared before the City Council to discuss Ordinance 5514.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5514

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 10TH DAY OF MAY, 2008, FOR THE PUPOSE OF ELECTING FOUR (4) DISTRICT CITY COUNCIL MEMBERS FOR SAID CITY. PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT. DESIGNATING ELECTION PRECINCTS. APPOINTING ELECTION OFFICIALS. PROVIDING FOR NOTICE OF SAID ELECTION. PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT. PROVIDING FOR EARLY VOTING.

ORD 5514
REGULAR
MUNICIPAL
ELECTION

Mayor Magers informed citizens that this Election will be to elect four District City Council Members, however after this point, the terms will change to three year terms. Elections will then include voting for a Mayor and two At-Large Council Members one year, for two District Council Members the next year, and the remaining two District Council Members the following year.

This should alleviate the situation where a major part of the Council could be newly elected any one year. He felt this would help the continuity of the Council.

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5514, as presented. Second by Council Member Terrence Steele.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5163 – AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE SHERMAN INDEPENDENT SCHOOL DISTRICT TO HOLD A JOINT ELECTION ON MAY 10, 2008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT BETWEEN THE CITY OF SHERMAN

RES 5163
JOINT ELECTION
AGREEMENT

AND THE SHERMAN INDEPENDENT SCHOOL DISTRICT TO
HOLD A JOINT ELECTION ON MAY 10, 2008.
CONSENT AGENDA.

RESOLUTION NO. 5164 – AUTHORIZING EXECUTION OF AN
AMENDMENT TO THE PROJECT CONTRACT BETWEEN THE
CITY OF SHERMAN AND THE SHERMAN ECONOMIC
DEVELOPMENT CORPORATION FOR WATER AND SEWER
INFRASTRUCTURE AT U.S. HIGHWAY 75 AND F.M. 691

RES 5164
WATER & SEWER
INFRASTRUCTURE
HWY 75 & FM 691

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN
AMENDMENT TO THE PROJECT CONTRACT BETWEEN THE
CITY OF SHERMAN AND THE SHERMAN ECONOMIC
DEVELOPMENT CORPORATION FOR WATER AND SEWER
INFRASTRUCTURE AT U.S. HIGHWAY 75 AND F.M. 691.
CONSENT AGENDA.

RESOLUTION NO. 5165 – APPROVING A LICENSE
AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE
BURLINGTON NORTHERN SANTA FE RAILROAD FOR
REPLACEMENT OF THE KING STREET CULVERT

RES 5165
KING STREET
CULVERT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SIGN
LICENSE AGREEMENT BETWEEN CITY OF SHERMAN AND
BURLINGTON NORTHERN SANTA FE RAILROAD FOR
REPLACEMENT OF THE KING STREET CULVERT.
CONSENT AGENDA.

RESOLUTION NO. 5166 – AUTHORIZING EXECUTION OF A
FIRST AMENDMENT TO THE CONTRACT BETWEEN THE
CITY OF SHERMAN AND VESSELS CONSTRUCTION TO
REBUILD A CULVERT ON KING STREET AT FIRST STREET

RES 5166
KING STREET
CULVERT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A FIRST
AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF
SHERMAN AND VESSELS CONSTRUCTION TO REBUILD A
CULVERT ON KING STREET AT FIRST STREET.
CONSENT AGENDA.

RESOLUTION NO. 5167 – RELATING TO GREATER TEXOMA
UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES
2008 (CITY OF SHERMAN PROJECT); APPROVING THE
ISSUANCE THEREOF AND THE FACILITIES TO BE
CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY

RES 5167
ISSUE REVENUE
BONDS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, RELATING TO GREATER TEXOMA
UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES
2008 (CITY OF SHERMAN PROJECT). APPROVING THE
ISSUANCE THEREOF AND THE FACILITIES TO BE
CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY.

Jerry Chapman, General Manager of the Greater Texoma
Utility Authority, briefed the City Council on the issuance of
\$3,710,000 Revenue Bonds for sewer related projects. Mr.
Chapman said the rate proposed for the bond issue, with the
insurance, is 2.92%.

The Capital Improvement Projects included in the bond issue are the Wastewater Treatment Plant Digester Rehabilitation;

Relief Sewer K-4, Phase 1; and major sewer rehabilitation, consisting of sewer mains along the U.S. Highway 75 corridor to F.M. 691.

ACTION TAKEN.

Motion by Deputy Mayor Adami to approve Resolution No. 5167, as presented. Second by Council Member Wacker.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 5168 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MORRIS ENGINEERS FOR THE DESIGN OF THE TRAVIS STREET WATER LINE REPLACEMENT BETWEEN U.S. HIGHWAY 75 AND WASHINGTON STREET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MORRIS ENGINEERS FOR THE DESIGN OF THE TRAVIS STREET WATER LINE REPLACEMENT BETWEEN U.S. HIGHWAY 75 AND WASHINGTON STREET.

CONSENT AGENDA.

RES 5168
TRAVIS ST.
WATER LINE
REPLACEMENT

RESOLUTION NO. 5169 – AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR AN ANNUAL SUPPLY OF CHEMICALS FOR THE WATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR AN ANNUAL SUPPLY OF CHEMICALS FOR THE WATER TREATMENT PLANT.

CONSENT AGENDA.

RES 5169
ANNUAL SUPPLY
OF CHEMICALS

RESOLUTION NO. 5170 – AUTHORIZING THE PURCHASE FROM AG-POWER, INC. OF A UTILITY TRACTOR AND EQUIPMENT FOR THE WATER PRODUCTION DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE FROM AG-POWER, INC. OF A UTILITY TRACTOR AND EQUIPMENT FOR THE WATER PRODUCTION DEPARTMENT.

CONSENT AGENDA.

RES 5170
PURCHASE OF
UTILITY TRACTOR

OTHER BUSINESS

RECEIVE CHIEF TOM WATT'S BRIEFING ON THE SPANISH LANGUAGE INITIATIVE AT THE POLICE DEPARTMENT

Tom Watt, Police Chief, briefed the City Council on the Spanish language initiative at the Police Department. There is a large Hispanic population in Sherman and the situation can cause problems for police officers.

SPANISH LANGUAGE
AT POLICE DEPT.

He felt a good way to combat this problem was to attract officers to learn to speak the language and also to attract recruits that can already speak Spanish. They are approaching the problem from several directions, including a partnership with Austin College, whereby Dr. Bernice Melvin, Dean of Humanities, and Dr. Julie Hempel, Associate Professor of Spanish, helped create a Formal Language Training Program.

Another aspect of the program is the Ride Along Program with bi-lingual citizens. The officers participating in the Language Training Program first use language software and then attend the Foreign Language Training through Austin College. After that, they participate in the Ride Along Program. Chief Watt introduced several local bi-lingual citizens that will be participating in the Ride Along Program.

The Department will also participate in a two-week immersion program through the Law Enforcement Management Institute of Texas whereby Sergeant Stephen Dean and Officer Brian Nichols will travel to Mexico for two weeks. They will be housing with a family and attending immersion classes at school.

Chief Watt thanked Captain Ken Francis for his help with the Spanish Language Initiative and asked him to model the new dress uniform for officers.

Fourteen officers have checked out the language software to begin the program.

Mayor Magers asked what language level the officers would be at when the program is completed. Chief Watt said the ultimate goal is for the officers to go to Mexico, when they return they will appear before a Board to determine their proficiency in speaking, reading and writing.

Council Member Smith verified that the City currently offers a \$100 per month language pay incentive. Chief Watt said he will request an increase in the incentive at the next Budget Workshop.

Council Member Willie Steele asked how many officers were currently bi-lingual. Chief Watt said three officers are currently bi-lingual. If the officers participating in the program can pass the proficiency test then they would also be eligible for the language incentive.

Melida Ailshire, 2409 Turtle Creek, will be participating in the program and she felt it would be great for the community and would help build communication with the Hispanic community. Sherman has a Hispanic newspaper, the Herald Democrat en Espanol, and a public access channel with CableOne.

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF APPROXIMATELY 47.94 ACRES OF LAND AT THE INTERSECTION OF U.S. HIGHWAY 82 AND HUDGINS ROAD (STATE HIGHWAY 289) AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

**ANNEXATION
SCHEDULE
(HWY 82 & HUDGINS
RD. /S.H. 289)**

George Olson, City Manager, said the City received a request from Preston Dorchester Partners to annex approximately 47.94 acres of land at the intersection of Highway 82 and Hudgins Road, where Highway 289 will be located.

The staff reviewed the request but also “squared up” the area to be annexed. The proposed schedule provides for public hearings on April 7, 2008, April 21, 2008 and May 19, 2008.

ACTION TAKEN.

Motion by Council Member Wacker to approve the Annexation Schedule, as presented. Second by Council Member Terrence Steele.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER REQUEST OF AUSTIN COLLEGE STUDENT MARIELLE REMILLARD TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE SECOND ANNUAL “WATERCAN WALK FOR WATER” EVENT ON SATURDAY, MARCH 29, 2008

**REQUEST TO
CLOSE STREETS**

The City Council approved the request of Austin College Student Marielle Remillard to close the intersection of Center Street and Binkley Park Drive for the second annual “WaterCan Walk for Water” on March 29, 2008. The event will be held at Herman Baker Park and will include a 6k fun run/walk between Binkley Park and Herman Baker Park. The City will provide traffic control assistance, barricades, and emergency medical support.

CONSENT AGENDA.

CITIZENS REQUESTS

CITIZENS REQUESTS

There were no citizen’s requests.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

SISD

SHERMAN INDEPENDENT SCHOOL DISTRICT

Council Member Wacker recently met with the Sherman Independent School District’s Bond Progress Committee and toured all school sites that are under construction. At that time the SISD staff wanted to relay how helpful the City staff has been in moving their projects forward.

They expressed their appreciation for the partnership in many of the construction issues, as well as the possibility of new soccer fields near Dillingham Middle School, and some facilities that will be shared.

She felt new schools were an indicator of the growth in Sherman and next year would be an exciting school year.

WELCOME TO OLIVE GARDEN

Council Member Hughes said the new Olive Garden restaurant was opening tonight and he welcomed them to Sherman.

OLIVE GARDEN

VOTE EARLY IN THE PRIMARY ELECTION

Mayor Magers urged Texas citizens to vote in the Primary Election, adding that Early Voting begins February 19, 2008.

PRIMARY ELECTION

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 551.087 -- DELIBERATIONS REGARDING
 ECONOMIC DEVELOPMENT
 NEGOTIATIONS:
 DELIBERATE REGARDING
 COMMERCIAL OR FINANCIAL
 INFORMATION THAT THE CITY
 HAS RECEIVED FROM BUSINESS
 PROSPECTS AND DELIBERATE
 ANY OFFERS OR INCENTIVES TO
 THE BUSINESS PROSPECTS

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:23 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:38 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:39 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

Greater Texoma Utility Authority

(City of Sherman Project)

\$3,710,000 Contract Revenue Bonds, Series 2008

Assumes 4/1/08 Delivery - Insured Scenario

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/01/2008	-	-	-	-	-
10/01/2008	165,000.00	1.200%	48,232.50	213,232.50	-
04/01/2009	-	-	47,242.50	47,242.50	-
09/30/2009	-	-	-	-	260,475.00
10/01/2009	130,000.00	1.400%	47,242.50	177,242.50	-
04/01/2010	-	-	46,332.50	46,332.50	-
09/30/2010	-	-	-	-	223,575.00
10/01/2010	135,000.00	1.600%	46,332.50	181,332.50	-
04/01/2011	-	-	45,252.50	45,252.50	-
09/30/2011	-	-	-	-	226,585.00
10/01/2011	140,000.00	1.800%	45,252.50	185,252.50	-
04/01/2012	-	-	43,992.50	43,992.50	-
09/30/2012	-	-	-	-	229,245.00
10/01/2012	145,000.00	1.900%	43,992.50	188,992.50	-
04/01/2013	-	-	42,615.00	42,615.00	-
09/30/2013	-	-	-	-	231,607.50
10/01/2013	150,000.00	1.950%	42,615.00	192,615.00	-
04/01/2014	-	-	41,152.50	41,152.50	-
09/30/2014	-	-	-	-	233,767.50
10/01/2014	155,000.00	2.150%	41,152.50	196,152.50	-
04/01/2015	-	-	39,486.25	39,486.25	-
09/30/2015	-	-	-	-	235,638.75
10/01/2015	165,000.00	2.250%	39,486.25	204,486.25	-
04/01/2016	-	-	37,630.00	37,630.00	-
09/30/2016	-	-	-	-	242,116.25
10/01/2016	170,000.00	2.400%	37,630.00	207,630.00	-
04/01/2017	-	-	35,590.00	35,590.00	-
09/30/2017	-	-	-	-	243,220.00
10/01/2017	175,000.00	2.500%	35,590.00	210,590.00	-
04/01/2018	-	-	33,402.50	33,402.50	-
09/30/2018	-	-	-	-	243,992.50
10/01/2018	185,000.00	2.600%	33,402.50	218,402.50	-
04/01/2019	-	-	30,997.50	30,997.50	-
09/30/2019	-	-	-	-	249,400.00
10/01/2019	190,000.00	2.750%	30,997.50	220,997.50	-
04/01/2020	-	-	28,385.00	28,385.00	-
09/30/2020	-	-	-	-	249,382.50
10/01/2020	195,000.00	2.850%	28,385.00	223,385.00	-
04/01/2021	-	-	25,606.25	25,606.25	-
09/30/2021	-	-	-	-	248,991.25

File | Sherman.sf | 08 GTUA \$3.71mm SRF ins (| 2/12/2008 | 1:54 PM

Greater Texoma Utility Authority

(City of Sherman Project)

\$3,710,000 Contract Revenue Bonds, Series 2008

Assumes 4/1/08 Delivery - Insured Scenario

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/01/2021	205,000.00	2.950%	25,606.25	230,606.25	-
04/01/2022	-	-	22,582.50	22,582.50	-
09/30/2022	-	-	-	-	253,188.75
10/01/2022	215,000.00	3.050%	22,582.50	237,582.50	-
04/01/2023	-	-	19,303.75	19,303.75	-
09/30/2023	-	-	-	-	256,886.25
10/01/2023	220,000.00	3.100%	19,303.75	239,303.75	-
04/01/2024	-	-	15,893.75	15,893.75	-
09/30/2024	-	-	-	-	255,197.50
10/01/2024	230,000.00	3.200%	15,893.75	245,893.75	-
04/01/2025	-	-	12,213.75	12,213.75	-
09/30/2025	-	-	-	-	258,107.50
10/01/2025	240,000.00	3.250%	12,213.75	252,213.75	-
04/01/2026	-	-	8,313.75	8,313.75	-
09/30/2026	-	-	-	-	260,527.50
10/01/2026	245,000.00	3.300%	8,313.75	253,313.75	-
04/01/2027	-	-	4,271.25	4,271.25	-
09/30/2027	-	-	-	-	257,585.00
10/01/2027	255,000.00	3.350%	4,271.25	259,271.25	-
09/30/2028	-	-	-	-	259,271.25
Total	\$3,710,000.00	-	\$1,208,760.00	\$4,918,760.00	-

Yield Statistics

Bond Year Dollars	\$41,295.00
Average Life	11.131 Years
Average Coupon	2.9271340%
Net Interest Cost (NIC)	2.9271340%
True Interest Cost (TIC)	2.9002310%
Bond Yield for Arbitrage Purposes	3.0483837%
All Inclusive Cost (AIC)	3.0483837%

IRS Form 8038

Net Interest Cost	2.9271340%
Weighted Average Maturity	11.131 Years

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SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5515

Authorizing the Issuance of “CITY OF SHERMAN, TEXAS TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2008”, Specifying the Terms and Features of Said Certificates; Providing for the Payment of Said Certificates of Obligation by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and a Limited Pledge of the Net Revenues from the Operation of the City’s Combined Waterworks and Sewer System; Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Certificates, Including the Approval and Execution of a Paying Agent/Registrar Agreement and a Purchase Agreement

Issue

To consider all matters incident and related to the issuance and sale of \$5,000,000 “City of Sherman, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2008”, including the adoption of an ordinance authorizing the issuance of such certificates of obligation

Background

During the budget development process for the current year, the Council approved issuance of Certificates of Obligation (CO’s) for funding of several parks and street Capital Improvement Program (CIP) projects. At the January 7, 2008 meeting, the Council authorized the staff to proceed with the \$5 million debt issuance process through First Southwest Company (FSC), the City’s Financial Advisor. Ordinance No. 5515 authorizes the issuance of the securities, issuance of which is scheduled to fund on or about March 27, 2008. The CO’s will mature over the next twenty years and will bear a rate of 3.62%. Bank of America, N.A. was the low bidder on the CO’s.

Origination

City Manager’s Office and First Southwest Company

Financial Consideration

The average annual debt service on this 20-year issuance is about \$360,000, payments of which will begin in Fiscal Year 2009. Issuance costs are approximately \$49,500.

Staff Recommendation

It is recommended that the Council adopt this ordinance.

Alternatives

The Council could opt not to issue the debt, but this is not recommended and would be against the Council's action at the January 7th and January 22nd Council meetings.

Attachments

Ordinance No. 5515, with Exhibits

Pricing Summary

Debt Service Schedule

Sources and Uses Schedule

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

ORDINANCE NO. 5515

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2008", SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE NET REVENUES FROM THE OPERATION OF THE CITY'S COMBINED WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AGREEMENT; PROVIDING AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of \$5,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) street improvements, including drainage improvements, utility line relocations, sidewalks, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, and (b) park improvements, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof; has been duly published in the Herald Democrat, a newspaper hereby found and determined to be of general circulation in the City of Sherman, Texas, on January 29, 2008 and February 5, 2008, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Clerk or any other official of the City on or prior to the date of the passage of this ordinance; and

WHEREAS, the Council hereby finds and determines that the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided;

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

SECTION 1. Authorization, Designation, Principal Amount, Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$5,000,000, to be designated and bear the title "CITY OF SHERMAN, TEXAS TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2008" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) street improvements, including drainage improvements, utility line relocations, sidewalks, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, and (b) park improvements, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including V.T.C.A., Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates are issuable in fully registered form only; shall be dated March 1, 2008 (the "Certificate Date") and shall be in minimum denominations of \$100,000 with denominations in excess of \$100,000 to be in integral multiples of \$5,000, and the Certificates shall become due and payable on February 1, 2028 (the "Stated Maturity") and bear interest from the date of delivery to the initial purchaser (anticipated, March 27, 2008) at the rate of 3.62% per annum. The amount of interest to be paid on the Certificates shall be calculated on the basis of a 360-day year of twelve 30-day months, and such accrued interest shall be payable on February 1 and August 1 in each year, commencing February 1, 2009, until maturity or prior redemption.

SECTION 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of Bank of America, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Clerk are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each

Holder by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturity or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices in Dallas, Texas (the "Designated Payment/Transfer Office"); provided, however, while this Certificate is registered as a single fully registered obligation, the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the 15th day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

SECTION 4. Redemption.

(a) Optional Redemption. The Certificates shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on February 1, 2018 or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least forty-five (45) days prior to a redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(b) Mandatory Redemption. The Certificates shall be subject to mandatory redemption prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount (\$)</u>	<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 1, 2010	175,000	February 1, 2020	265,000
February 1, 2011	185,000	February 1, 2021	280,000
February 1, 2012	190,000	February 1, 2022	290,000
February 1, 2013	200,000	February 1, 2023	305,000
February 1, 2014	210,000	February 1, 2024	315,000
February 1, 2015	215,000	February 1, 2025	330,000
February 1, 2016	225,000	February 1, 2026	345,000
February 1, 2017	235,000	February 1, 2027	360,000
February 1, 2018	245,000	February 1, 2028 (maturity)	375,000
February 1, 2019	255,000		

At least forty-five (45) days prior to each mandatory redemption date for the Certificates, the Paying Agent/Registrar shall select by lot the numbers of the Certificates to be redeemed on the next following February 1 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Certificates not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Certificates required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of Certificates which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed by lot.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

Notwithstanding the above and foregoing, while the Certificate is registered as a single fully registered obligation, no notice of redemption with respect to the mandatory redemption provisions shall be required.

SECTION 5. Registration - Transfer - Exchange of Certificates - Predecessor Certificates.
The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the single Initial Certificate authorized in Section 7 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the single Initial Certificate authorized in Section 7 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by

United States mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

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

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates", evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

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

SECTION 6. **Execution - Registration.** The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Clerk. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the Initial Purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in V.T.C.A., Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 8(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or a duly authorized agent of the Comptroller, or a certificate of registration substantially in the form provided in Section 8(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

Notwithstanding the above and foregoing paragraph, both Certificates of Registration appearing in Sections 8(c) and 8(d) shall be printed on the Initial Certificate(s) authorized for delivery to the Initial Purchasers in Section 7, and both such certifications shall be required to be manually executed in connection with the delivery of the Initial Certificate(s) to the Initial Purchasers. Upon the delivery of the Initial Certificate(s) to the Initial Purchaser with both such Certificates of Registration properly executed, the Initial Certificate(s) shall be deemed duly certified, registered and delivered by the City.

SECTION 7. Initial Certificate. The Certificates herein authorized shall be initially issued as a single fully registered certificate in the total principal amount stated in Section 1 hereof and to be numbered T-1 (hereinafter called the "Initial Certificate") and the Initial Certificate shall be registered in the name of the Initial Purchaser or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Purchaser. Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, pursuant to written instructions from the Initial Purchaser, or the designee thereof, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturity, principal amounts and bearing the interest rate for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Initial Purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

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

The Certificates shall be printed, lithographed, engraved, typewritten, photocopied or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

[remainder of page left blank intentionally]

(b) Form of Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION,
SERIES 2008

Certificate Date:
March 1, 2008

Interest Rate:
3.62%

Stated Maturity:
February 1, 2028

Registered Owner:

Principal Amount:

DOLLARS

The City of Sherman (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Grayson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above (the "Registered Owner"), or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is the delivery date of this Certificate (or its Predecessor Certificate) to the initial Holder or this Certificate bears the originally executed Registration Certificate of the Comptroller of Public Accounts, in which case it shall bear interest from the date of its initial delivery which date shall be the registration date noted in the Registration Certificate of Paying Agent/Registrar appearing on the Initial Certificate) at the per annum rate of interest specified above computed upon the basis of a 360-day year of twelve (12) 30-day months. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered as a single fully registered obligation, the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Accrued interest on the unpaid principal amount hereof is payable on February 1 and August 1 in each year, commencing February 1, 2009, to the Registered Owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the 15th day of the month next preceding each interest payment date, and such interest shall be paid by the Paying Agent/Registrar by check sent United

States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$5,000,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) street improvements, including drainage improvements, utility line relocations, sidewalks, curbs and gutters related thereto and the acquisition of land and rights-of-way therefor, and (b) park improvements, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly V.T.C.A., Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates shall be subject to mandatory redemption prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount (\$)</u>	<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 1, 2010	175,000	February 1, 2020	265,000
February 1, 2011	185,000	February 1, 2021	280,000
February 1, 2012	190,000	February 1, 2022	290,000
February 1, 2013	200,000	February 1, 2023	305,000
February 1, 2014	210,000	February 1, 2024	315,000
February 1, 2015	215,000	February 1, 2025	330,000
February 1, 2016	225,000	February 1, 2026	345,000
February 1, 2017	235,000	February 1, 2027	360,000
February 1, 2018	245,000	February 1, 2028 (maturity)	375,000
February 1, 2019	255,000		

The particular Certificates to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Certificates required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of Certificates which, at least 50

days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Certificate plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

The Certificates may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on February 1, 2018 or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed. Notwithstanding the above and foregoing, while this Certificate is registered as a single fully registered obligation, no notice of redemption with respect to the mandatory redemption provisions shall be required.

In the event a portion of the principal amount of a Certificate is to be redeemed, payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar (provided, however, while this Certificate is registered as a single fully registered obligation, the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate), and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

The Certificates are payable from the proceeds of an ad valorem tax levied upon all taxable property in the City, within the limitations prescribed by law, and are additionally payable from and secured by a lien on and limited pledge of \$1,000 of the Net Revenues (as defined in the Ordinance) of the City's combined Waterworks and Sewer System (the "System"), such lien and pledge, however, being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the "Prior Lien Obligations" (identified and defined in the Ordinance) hereafter issued by the City. In the Ordinance, the City reserves and retains the right

to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the nature and extent of the pledge of the Net Revenues securing the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledge of the Net Revenues and covenants made in the Ordinance may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

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

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of a limited amount of the Net Revenues of the System as aforestated. In case any provision in this Certificate shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF SHERMAN, TEXAS

Mayor

COUNTERSIGNED:

City Clerk

(SEAL)

[remainder of page left blank intentionally]

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Certificates.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated offices of the Paying Agent/Registrar located in Dallas, Texas, is the "Designated Payment/Transfer Office" for this Certificate.

BANK OF AMERICA, N.A.,
Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

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

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

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

DATED: _____

Signature guaranteed:

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

SECTION 9. Definitions. For purposes of this Ordinance and for clarity with
respect to the issuance of the Certificates herein authorized, and the levy of taxes and
appropriation of Net Revenues therefor, the following words or terms, whenever the same appear
herein without qualifying language, are defined to mean as follows:

(a) The term “Additional Obligations” shall mean combination tax and revenue
obligations hereafter issued which by their terms are payable from ad valorem taxes and
additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the
System of equal rank and dignity with the lien and pledge securing the payment of the
Certificates.

(b) The term “Certificates” shall mean the “City of Sherman, Texas Tax and
Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series
2008” authorized by this Ordinance.

(c) The term “Certificate Fund” shall mean the special Fund created and established
under the provisions of Section 10 of this Ordinance.

(d) The term “Collection Date” shall mean, when reference is being made to the levy
and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year
by the City become delinquent.

(e) The term “Fiscal Year” shall mean the twelve month financial accounting period
used by the City in connection with the operation of the System which may be any twelve
consecutive month period established by the City.

(f) The term “Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iii) noncallable obligations of a state or an agency or a county, municipality or other political subdivision of a state that have been refunded and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(g) The term “Gross Revenues” shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Prior Lien Obligations and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues.

(h) The term “Net Revenues” shall mean Gross Revenues of the System, with respect to any period, after deducting the System’s Operating and Maintenance Expenses during such period.

(i) The term “Operating and Maintenance Expenses” shall mean all current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining “Net Revenues”. Depreciation charges shall not be considered Operating and Maintenance Expenses. Operating and Maintenance Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods, services, or facilities for the System to the extent authorized by law and the provisions of such contract.

(j) The term “Outstanding”, when used in this Ordinance with respect to Certificates, means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates deemed to be duly paid by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost or stolen and replacement Certificates have been

registered and delivered in lieu thereof as provided in Section 20 hereof.

(k) The term “Prior Lien Obligations” shall mean all revenue bonds or other obligations hereafter issued, payable from and secured, in whole or in part, by a lien on and pledge of all or a portion of the Net Revenues of the System prior to the right and claim on the Net Revenues of the System securing the payment of the Certificates.

(l) The term “System” shall mean all properties, facilities and plants currently owned, operated and maintained by the City for the supply, treatment, transmission and distribution of treated potable water and the collection, treatment and disposal of water carried wastes, together with all future improvements, extensions, enlargements and additions thereto and replacements thereof.

SECTION 10. Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the “SPECIAL SERIES 2008 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND”, and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account at the depository bank of the City. The Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Clerk, individually or collectively, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the “Public Funds Investment Act” (V.T.C.A., Government Code, Chapter 2256, as amended) relating to the investment of “bond proceeds”; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 11. Tax Levy. To provide for the payment of the “Debt Service Requirements” on the Certificates, being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars’ valuation of taxable property in said City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not

be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates (or a sinking fund of 2% if greater than the amount due and payable on the Certificates) between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 12. Limited Pledge of Net Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in the amount of \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease, all in accordance with the terms and provisions hereof and be valid and

binding without further action by the City and without any filing or recording except for the filing of this Ordinance in the records of the City.

V.T.C.A., Chapter 1208, Government Code, as amended, applies to the issuance of the Certificates and the pledge of the revenues granted by the City under this Section of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding and unpaid such that the pledge of the revenues granted by the City under this Section of this Ordinance is to be subject to the filing requirements of V.T.C.A., Chapter 9, Business & Commerce Code, as amended, then in order to preserve to the Holders of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of V.T.C.A., Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 13. System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the “Water and Sewer System Fund” (hereinafter called the “System Fund”). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of reasonable and proper Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues of the System.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment of the limited amount pledged to the payment of the Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 14. Deposits to Certificate Fund. Subject to the provisions of Section 12 hereof, the City hereby covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the City for payment of the Debt Service Requirements on the Certificates and ad valorem taxes levied, collected and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, or another fund created for the payment of the principal of and interest on any Certificates, and

such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 15. Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 16. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Holder of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

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

SECTION 17. Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under V.T.C.A, Government Code, Chapter 1502, as amended, and V.T.C.A., Local Government Code, Subchapter C of Chapter 271, as amended.

(b) Other than for the payment of the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18. Issuance of Prior Lien Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine.

Additionally, the City reserves the right to issue Additional Obligations, without limitation or any restriction or condition being applicable to their issuance under the terms of this

Ordinance, payable from and secured by a lien on and pledge of the Net Revenues of the System of equal rank and dignity, and on a parity in all respects, with the lien thereon and pledge thereof securing the payment of the Certificates.

SECTION 19. Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20. Mutilated, Destroyed, Lost and Stolen Certificates. In case any Certificate shall be mutilated, destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates, notwithstanding the enforceability of payment by anyone of the destroyed, lost or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the lien on and pledge of the Net Revenues of the System under this Ordinance and all covenants, agreements and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates, or any principal amount(s) thereof, at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and

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

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

SECTION 22. Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding, except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition or rescission.

SECTION 23. Covenants to Maintain Tax-Exempt Status.

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

“*Closing Date*” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

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

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

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

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

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

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

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

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

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

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

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

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

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

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

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any

action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

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

(h) No Rebate Required. The City warrants and represents that it satisfies the requirements of paragraph (2) and (3) of section 148(f) of the Code with respect to the Certificates without making the payments for the United States described in such section. Specifically, the City warrants and represents that

(1) the City is a governmental unit with general taxing powers;

(2) at least 95% of the net proceeds of the Certificates will be used for the local governmental activities of the City; and

(3) the aggregate face amount of all tax-exempt obligations issued or expected to be issued by the City (and all subordinate entities thereof) in the calendar year in which the Certificates are issued is not reasonably expected to exceed \$5,000,000.

Provided, however, should additional tax exempt obligations be issued or incurred, including lease purchase financings, in the 2008 calendar year which would cause the total face amount of tax exempt obligations issued and incurred in such calendar year to exceed \$5,000,000, the City agrees and covenants that it will maintain complete records regarding the investments of the proceeds of sale of the Certificates and rebate any "arbitrage profits" to the United States as required by Section 148(f) of the Code.

(i) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Clerk, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(j) Qualified Tax Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Certificates to be "qualified tax exempt obligations" in that the Certificates are not "private activity bonds" as defined in the Code and the reasonably anticipated amount of "qualified tax exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year 2008 will not exceed \$10,000,000.

SECTION 24. Sale of Certificates. The offer of Bank of America, N.A., Houston, Texas, (herein referred to as the "Purchasers") to purchase the Certificates in accordance with a purchase agreement, dated as of March 3, 2008, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes is hereby accepted and the sale of

the Certificates to said Purchasers is hereby approved and authorized. The Mayor or Mayor Pro Tem is hereby authorized and directed to sign the acceptance clause of said letter for and on behalf of the City and as the act and deed of this City Council. Delivery of the Certificates to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

SECTION 25. Proceeds of Sale. The proceeds of sale of the Certificates, less amounts to pay costs of issuance, shall be deposited in a construction fund maintained at a depository of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of V.T.C.A., Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by V.T.C.A., Government Code, Section 2256.015, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 26. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Manager, Director of Finance and City Clerk, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such officials, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Certificate(s) to the Purchasers and the initial exchange thereof for definitive Certificates.

SECTION 27. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such

waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 28. Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 29. Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Fulbright & Jaworski L.L.P. concerning the validity of the Certificates, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates.

SECTION 30. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 31. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 32. Inconsistent Provisions. Subject to Section 19 hereof, all ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 33. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 34. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 35. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 36. Severability. If any provision of this Ordinance or the application hereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application hereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 37. Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with V.T.C.A., Government Code, Section 1201.028, as amended.

SECTION 38. Public Meeting. It is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

[remainder of page left blank intentionally]

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

**DOREEN E. MCGOOKEY,
CITY ATTORNEY**

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of March 3, 2008 (this “Agreement”), by and between City of Sherman, Texas (the “Issuer”), and Bank of America, N.A., Dallas, Texas, a banking organization duly organized and existing under the laws of the United States of America (the “Bank”).

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its “City of Sherman, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2008” (the “Securities”) in the aggregate principal amount of \$5,000,000, such Securities to be issued in fully registered form only as to the payment of principal thereof and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on or about March 27, 2008; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

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

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

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01. Definitions.

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

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

"Bank Office" means the office of the Bank at the address appearing in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

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

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

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

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by the Mayor, City Manager, Director of Finance and City Clerk, any one or more of said officials, and delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

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

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

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

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

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of Securities.

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

Section 2.02. Other Definitions.

The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

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

ARTICLE THREE PAYING AGENT

Section 3.01. Duties of the Paying Agent.

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

BANK OF AMERICA, N.A.
901 Main Street, 67th Floor
Dallas, Texas 75202

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date. All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the fiduciary account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates.

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

ARTICLE FOUR
REGISTRAR

Section 4.01. Security Register-Transfers and Exchanges.

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

The Bank represents and warrants that it will file and maintain a copy of the Security Register for the Issuer and shall cause the Security Register to be current with all registration and transfer information as from time to time may be applicable.

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

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

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof

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

Section 4.02. Securities.

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

Section 4.03. Form of the Security Register.

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

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

Section 4.04. List of Security Holders.

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

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

Section 4.05. Return of Canceled Securities.

The Bank will retain and destroy, upon expiration of the appropriate retention period under Texas law, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid, and will provide a certificate of destruction of such Securities to Issuer upon the Issuer's request.

Section 4.06. Mutilated, Destroyed, Lost, or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Bond Resolution, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

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

Section 4.07. Transaction Information to the Issuer.

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

ARTICLE FIVE
THE BANK

Section 5.01. Duties of the Bank.

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

Section 5.02. Reliance on the Documents, Etc.

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

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

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

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by Issuer.

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

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

Section 5.03. Recitals of the Issuer.

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

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

Section 5.04. May Hold Securities.

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

Section 5.05. Moneys Held by the Bank-Special Depository Account/Collateralization.

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

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

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the Issuer, and the Holder of such Security shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Indemnification.

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

Section 5.07. Interpleader.

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

In the event the Bank becomes involved in litigation in connection with this Agreement, the Issuer to the extent permitted by law agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses and attorney fees suffered or incurred by the Bank as a result thereof. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08. DT Services.

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

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

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

Section 6.02. Assignment.

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

Section 6.03. Notices.

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

Section 6.04. Effect of Headings.

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

Section 6.05. Successors and Assigns.

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

Section 6.06. Severability.

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

Section 6.07. Benefits of Agreement.

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

Section 6.08. Entire Agreement.

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

Section 6.09. Counterparts.

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

Section 6.10. Termination.

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

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

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

Section 6.11. Governing Law.

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

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

BANK OF AMERICA, N.A.
Dallas, Texas

By _____

Title _____

Address:
901 Main Street, 67th Floor
Dallas, Texas 75202

ATTEST:

Title _____

CITY OF SHERMAN, TEXAS

BY _____
Mayor

Address:
220 W. Mulberry
Sherman, Texas 75090

ATTEST:

City Clerk

ANNEX A

BANK FEES

\$-0-

EXHIBIT B

PURCHASE AGREEMENT

PURCHASE LETTER

March 3, 2008

Honorable Mayor and City Council
City of Sherman
220 W. Mulberry
Sherman, Texas 75090

Re: \$5,000,000 City of Sherman, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2008, dated March 1, 2008

Ladies and Gentlemen:

Bank of America, N.A., Dallas, Texas (the "Purchaser") hereby offers to purchase from the City of Sherman, Texas (the "City") the captioned certificates of obligation (the "Certificates") and, upon acceptance of this offer by the City, such offer will become a binding agreement between the Purchaser and the City. This offer must be accepted by 10:00 p.m., Dallas time, March 3, 2008, and if not so accepted will be subject to withdrawal.

1. Purchase Price: The purchase price for the Certificates is par, \$5,000,000.00.
2. Terms of Certificates: The Certificates shall be issued in principal amounts, shall bear interest at such rates, mature on such dates and in such amounts, and have such other terms and conditions as are set forth in the Ordinance (the "Ordinance") to be adopted by the City Council on March 3, 2008, unsigned copies of which have been provided to the Purchaser. Pursuant to and as more fully described in the Ordinance, the Certificates shall be secured by a pledge of ad valorem taxes to be levied on all taxable property within the City and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System.
3. Closing: The City shall deliver the Initial Certificate to, or for the account of, the Purchaser and the Purchaser shall purchase the Certificates at 10:00 a.m. Dallas time, on March 27, 2008, or at such other time as shall be mutually agreed upon (hereinafter referred to as the "Closing"). The Closing shall take place at the offices of Fulbright & Jaworski L.L.P., Dallas, Texas, or such other location as may be mutually agreed upon. The City will also deliver a signed copy of the Ordinance to the Purchaser.

4. Conditions to Closing: The Purchaser shall not have any obligation to consummate the purchase of the Certificates unless the following requirements have been satisfied prior to Closing:
- (a) The City shall have adopted the Ordinance authorizing the issuance of the Certificates.
 - (b) Fulbright & Jaworski L.L.P., Bond Counsel, shall have issued its approving legal opinion as to the due authorization, issuance and delivery of the Certificates and as to the exemption of the interest thereon from federal income taxation, upon which the Purchaser shall be entitled to rely.
 - (c) The Certificates shall have been approved by the Attorney General of the State of Texas and shall have been registered by the Comptroller of Public Accounts of the State of Texas.
 - (d) Nothing shall have occurred prior to closing which in the reasonable opinion of the Purchaser has had or could have a materially adverse affect on the City's business, property or financial condition.
5. Nature of Purchase: The Purchaser acknowledges that no official statement or other disclosure or offering document has been prepared in connection with the issuance and sale of the Certificates. The Purchaser is a financial institution or other accredited investor as defined in the Securities Act of 1933, Regulation D, 17 C.F.R. §230.501(a), accustomed to purchasing tax-exempt obligations such as the Certificates. Fulbright & Jaworski L.L.P., Bond Counsel, has not undertaken steps to ascertain the accuracy or completeness of information furnished to the Purchaser with respect to the City or the Certificates, and the Purchaser has not looked to that firm for, nor has that firm made, any representations to the Purchaser with respect to that information. The Purchaser has satisfied itself that it may lawfully purchase the Certificates. The Certificates (i) are not being registered under the Securities Act of 1933 and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) will not be listed on any stock or other securities exchange; and (iii) will not carry any rating from any rating service. The Purchaser is familiar with the financial condition and affairs of the City, particularly with respect to its ability to pay its tax supported obligations such as the Certificates. The Purchaser has received from the City all information that it has requested in order for it to assess and evaluate the security and source of payment for the Certificates. The Purchaser is purchasing the Certificates for its own account or for that of an affiliate as evidence of a loan to the City and has not present intention to make a public distribution or sale of the Certificates. In no event will the Purchaser sell the Certificates to purchasers who are not sophisticated investors unless an official statement or other disclosure document is prepared with respect to such sale of the Certificates.

6. In consideration of the purchase of the Certificates by the Purchaser, the City agrees as follows:
- (a) The City will provide the Purchaser with audited annual financial statements within one hundred eighty (180) days after each fiscal year end.
 - (b) The City agrees to deliver to the Purchaser any other financial information that the Purchaser may reasonably request from time to time.
7. No Oral Agreements: To the extent allowed by law, the parties hereto agree to be bound by the terms of the following notice: THIS PURCHASE AGREEMENT, THE ORDINANCE OF THE CITY AUTHORIZING THE CERTIFICATES, THE ATTORNEY GENERAL OPINION, THE OPINION OF BOND COUNSEL AND THE CERTIFICATES TOGETHER REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THIS TRANSACTION AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS TRANSACTION.

[Signatures begin on next page]

If this purchase agreement meets with the Purchaser's and the City's approval, please execute it in the place provided below.

BANK OF AMERICA, N.A.
Dallas, Texas

By: _____

Printed Name: _____

Title: _____

ACCEPTED BY THE CITY OF SHERMAN, TEXAS:

Mayor

ATTEST:

City Clerk

City of Sherman, Texas

\$5,000,000 Combination Tax & Revenue Certificates of Obligation, Series 2008

Bank of America Bid (QTEO)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
02/01/2010	Serial Coupon	3.620%	3.620%	175,000.00	100.000%	175,000.00
02/01/2011	Serial Coupon	3.620%	3.620%	185,000.00	100.000%	185,000.00
02/01/2012	Serial Coupon	3.620%	3.620%	190,000.00	100.000%	190,000.00
02/01/2013	Serial Coupon	3.620%	3.620%	200,000.00	100.000%	200,000.00
02/01/2014	Serial Coupon	3.620%	3.620%	210,000.00	100.000%	210,000.00
02/01/2015	Serial Coupon	3.620%	3.620%	215,000.00	100.000%	215,000.00
02/01/2016	Serial Coupon	3.620%	3.620%	225,000.00	100.000%	225,000.00
02/01/2017	Serial Coupon	3.620%	3.620%	235,000.00	100.000%	235,000.00
02/01/2018	Serial Coupon	3.620%	3.620%	245,000.00	100.000%	245,000.00
02/01/2019	Serial Coupon	3.620%	3.620%	255,000.00	100.000%	255,000.00
02/01/2020	Serial Coupon	3.620%	3.620%	265,000.00	100.000%	265,000.00
02/01/2021	Serial Coupon	3.620%	3.620%	280,000.00	100.000%	280,000.00
02/01/2022	Serial Coupon	3.620%	3.620%	290,000.00	100.000%	290,000.00
02/01/2023	Serial Coupon	3.620%	3.620%	305,000.00	100.000%	305,000.00
02/01/2024	Serial Coupon	3.620%	3.620%	315,000.00	100.000%	315,000.00
02/01/2025	Serial Coupon	3.620%	3.620%	330,000.00	100.000%	330,000.00
02/01/2026	Serial Coupon	3.620%	3.620%	345,000.00	100.000%	345,000.00
02/01/2027	Serial Coupon	3.620%	3.620%	360,000.00	100.000%	360,000.00
02/01/2028	Serial Coupon	3.620%	3.620%	375,000.00	100.000%	375,000.00
Total	-	-	-	\$5,000,000.00	-	\$5,000,000.00

Bid Information

Par Amount of Bonds	\$5,000,000.00
Gross Production	\$5,000,000.00
Bid (100.000%)	5,000,000.00
Total Purchase Price	\$5,000,000.00
Bond Year Dollars	\$60,477.22
Average Life	12.095 Years
Average Coupon	3.6200000%
Net Interest Cost (NIC)	3.6200000%
True Interest Cost (TIC)	3.6180342%

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City of Sherman, Texas

\$5,000,000 Combination Tax & Revenue Certificates of Obligation, Series 2008

Bank of America Bid (QTEO)

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/27/2008	-	-	-	-	-
02/01/2009	-	-	152,844.44	152,844.44	-
08/01/2009	-	-	90,500.00	90,500.00	-
09/30/2009	-	-	-	-	243,344.44
02/01/2010	175,000.00	3.620%	90,500.00	265,500.00	-
08/01/2010	-	-	87,332.50	87,332.50	-
09/30/2010	-	-	-	-	352,832.50
02/01/2011	185,000.00	3.620%	87,332.50	272,332.50	-
08/01/2011	-	-	83,984.00	83,984.00	-
09/30/2011	-	-	-	-	356,316.50
02/01/2012	190,000.00	3.620%	83,984.00	273,984.00	-
08/01/2012	-	-	80,545.00	80,545.00	-
09/30/2012	-	-	-	-	354,529.00
02/01/2013	200,000.00	3.620%	80,545.00	280,545.00	-
08/01/2013	-	-	76,925.00	76,925.00	-
09/30/2013	-	-	-	-	357,470.00
02/01/2014	210,000.00	3.620%	76,925.00	286,925.00	-
08/01/2014	-	-	73,124.00	73,124.00	-
09/30/2014	-	-	-	-	360,049.00
02/01/2015	215,000.00	3.620%	73,124.00	288,124.00	-
08/01/2015	-	-	69,232.50	69,232.50	-
09/30/2015	-	-	-	-	357,356.50
02/01/2016	225,000.00	3.620%	69,232.50	294,232.50	-
08/01/2016	-	-	65,160.00	65,160.00	-
09/30/2016	-	-	-	-	359,392.50
02/01/2017	235,000.00	3.620%	65,160.00	300,160.00	-
08/01/2017	-	-	60,906.50	60,906.50	-
09/30/2017	-	-	-	-	361,066.50
02/01/2018	245,000.00	3.620%	60,906.50	305,906.50	-
08/01/2018	-	-	56,472.00	56,472.00	-
09/30/2018	-	-	-	-	362,378.50
02/01/2019	255,000.00	3.620%	56,472.00	311,472.00	-
08/01/2019	-	-	51,856.50	51,856.50	-
09/30/2019	-	-	-	-	363,328.50
02/01/2020	265,000.00	3.620%	51,856.50	316,856.50	-
08/01/2020	-	-	47,060.00	47,060.00	-
09/30/2020	-	-	-	-	363,916.50
02/01/2021	280,000.00	3.620%	47,060.00	327,060.00	-
08/01/2021	-	-	41,992.00	41,992.00	-
09/30/2021	-	-	-	-	369,052.00

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City of Sherman, Texas

\$5,000,000 Combination Tax & Revenue Certificates of Obligation, Series 2008
Bank of America Bid (QTEO)

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2022	290,000.00	3.620%	41,992.00	331,992.00	-
08/01/2022	-	-	36,743.00	36,743.00	-
09/30/2022	-	-	-	-	368,735.00
02/01/2023	305,000.00	3.620%	36,743.00	341,743.00	-
08/01/2023	-	-	31,222.50	31,222.50	-
09/30/2023	-	-	-	-	372,965.50
02/01/2024	315,000.00	3.620%	31,222.50	346,222.50	-
08/01/2024	-	-	25,521.00	25,521.00	-
09/30/2024	-	-	-	-	371,743.50
02/01/2025	330,000.00	3.620%	25,521.00	355,521.00	-
08/01/2025	-	-	19,548.00	19,548.00	-
09/30/2025	-	-	-	-	375,069.00
02/01/2026	345,000.00	3.620%	19,548.00	364,548.00	-
08/01/2026	-	-	13,303.50	13,303.50	-
09/30/2026	-	-	-	-	377,851.50
02/01/2027	360,000.00	3.620%	13,303.50	373,303.50	-
08/01/2027	-	-	6,787.50	6,787.50	-
09/30/2027	-	-	-	-	380,091.00
02/01/2028	375,000.00	3.620%	6,787.50	381,787.50	-
09/30/2028	-	-	-	-	381,787.50
Total	\$5,000,000.00	-	\$2,189,275.44	\$7,189,275.44	-

Yield Statistics

Bond Year Dollars	\$60,477.22
Average Life	12.095 Years
Average Coupon	3.6200000%
Net Interest Cost (NIC)	3.6200000%
True Interest Cost (TIC)	3.6180342%
Bond Yield for Arbitrage Purposes	3.6180342%
All Inclusive Cost (AIC)	3.6180342%

IRS Form 8038

Net Interest Cost	3.6200000%
Weighted Average Maturity	12.095 Years

File | Sherman.sf | 08 \$5mm CO 2-19-08 BofA | 2/25/2008 | 2:17 PM

City of Sherman, Texas

\$5,000,000 Combination Tax & Revenue Certificates of Obligation, Series 2008
Bank of America Bid (QTEO)

Sources & Uses

Dated 03/27/2008 | Delivered 03/27/2008

Sources Of Funds

Par Amount of Bonds	\$5,000,000.00
Total Sources	\$5,000,000.00

Uses Of Funds

Costs of Issuance	49,500.00
Deposit to Project Construction Fund	4,950,500.00
Total Uses	\$5,000,000.00

City of Sherman, Texas

\$5,000,000 Combination Tax & Revenue Certificates of Obligation, Series 2008
Bank of America Bid (QTEO)

Detail Costs Of Issuance

Dated 03/27/2008 | Delivered 03/27/2008

ESTIMATED COSTS OF ISSUANCE DETAIL

Financial Advisor	\$28,750.00
Bond Counsel	\$10,750.00
Bank Counsel	\$2,500.00
AG Fee	\$5,000.00
Miscellaneous	\$2,500.00
TOTAL	\$49,500.00

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SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5516

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Larry Cox (Owner) to Allow a Two-Family Dwelling (Duplex) in an R-1 (One Family Residential) District at 1200 South Throckmorton Street, being Lot 1, Block 1 of the Replat of Lots 5 thru 7 and Part of Lot 8, Block 4, W.D. Fitch Subdivision; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Issue

To consider granting a Specific Use Permit to Larry Cox (Owner) concerning the property located at 1200 South Throckmorton Street to allow a two-family dwelling (Duplex) in an R-1 (One Family Residential) District

Background

The property is located at the southwest corner of Kentucky Street and South Throckmorton Street. The owner would like to construct a one-story duplex with three bedrooms and two baths per side, for a total of six bedrooms. The duplex will be constructed with 100% hardy plank siding; and six off-street parking spaces will be provided.

Origination

Larry Cox (Owner)

Board Recommendation

At the February 19, 2008 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the staff review letter.

Attachments

Ordinance No. 5516

Location Map

Photograph

Site Plan

Letters

P&Z Communication Form

Staff Review Letter

Prepared by:

Scott Shadden, Development Services Director

Approved by:

George Olson, City Manager

ORDINANCE NO. 5516

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO LARRY COX (OWNER) TO ALLOW A TWO-FAMILY DWELLING (DUPLEX) IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1200 SOUTH THROCKMORTON STREET, BEING LOT 1, BLOCK 1 OF THE REPLAT OF LOTS 5 THRU 7 AND PART OF LOT 8, BLOCK 4, W.D. FITCH SUBDIVISION; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That from and after the passage of this ordinance, Larry Cox (Owner) are granted a Specific Use Permit to allow a Two-Family Dwelling (Duplex) in an R-1 (One Family Residential) District at 1200 South Throckmorton Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

Being Lot 1, Block 1 of the Replat of Lots 5 thru 7 and part of Lot 8, Block 4, W.D. Fitch Subdivision.

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

1. It is recommended that the lot be graded to ensure that storm water runoff does not flow to an adjacent lot.

2. A permit is required for the construction of a driveway on Kentucky Street. The driveway shall be constructed to the standards of the City of Sherman and shall be inspected by the Engineering Department.
3. Sidewalks are required along Kentucky Street and Throckmorton Street.
4. A private sanitary sewer easement is required across Lot 2R to serve Lot 1R. A copy of the recorded easements is to be provided to the City of Sherman Engineering Department.
5. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

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

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

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

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

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

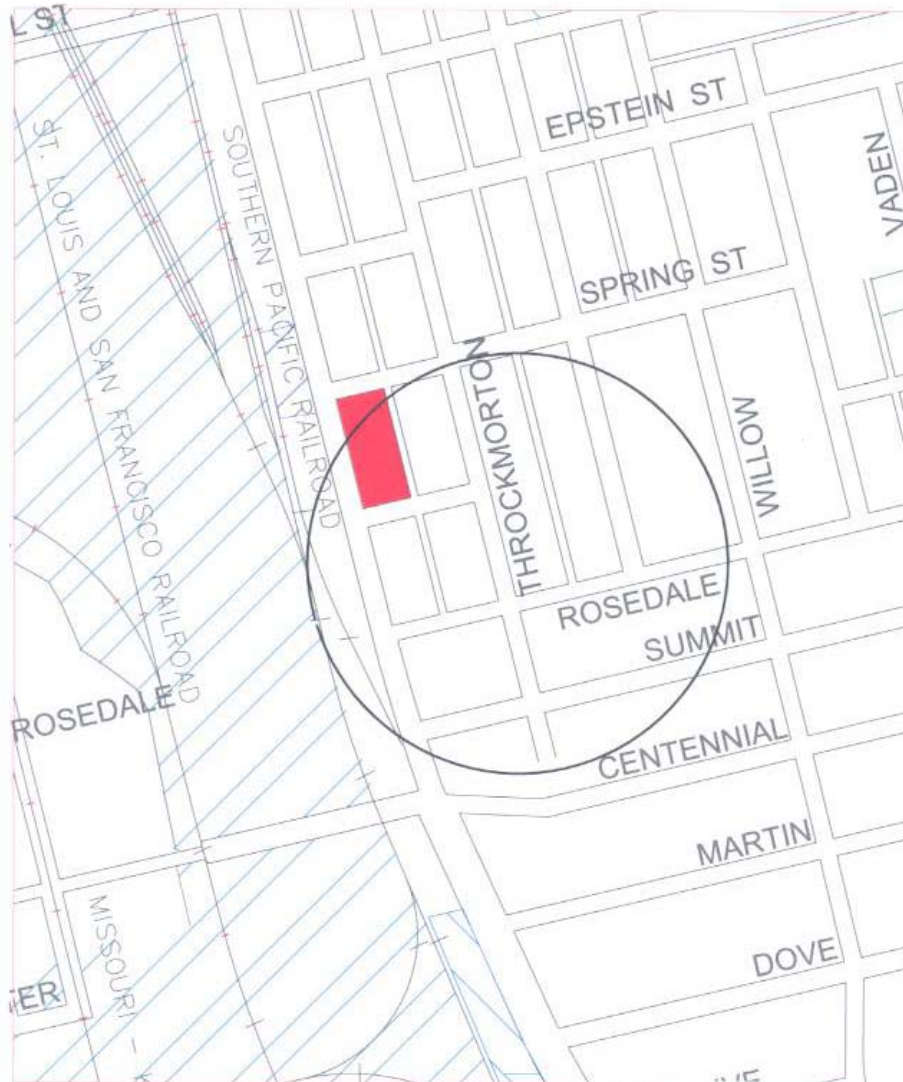
ATTEST:

BY: _____
BILL MAGERS, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY



LEGEND

R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	M-2	HEAVY MANUFACTURING DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	M-H	MANUFACTURED HOUSING DISTRICT
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT	O-1	OVERLAY DISTRICT - 75 & 8
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT	O-11	OVERLAY DISTRICT - 1417
C-1	RETAIL BUSINESS DISTRICT	O-12	OVERLAY DISTRICT - SAM R
C-2	GENERAL COMMERCIAL DISTRICT	CPO	COLLEGE PARK OVERLAY
CO	OFFICE DISTRICT	A&C	ARTS & CULTURAL OVERLAY
M-1	LIGHT MANUFACTURING DISTRICT	CBD	CENTRAL BUSINESS DISTRICT
M-1.5	MEDIUM MANUFACTURING DISTRICT		



1200 S. THROCKMORTON SPECIFIC USE & SITE PLAN

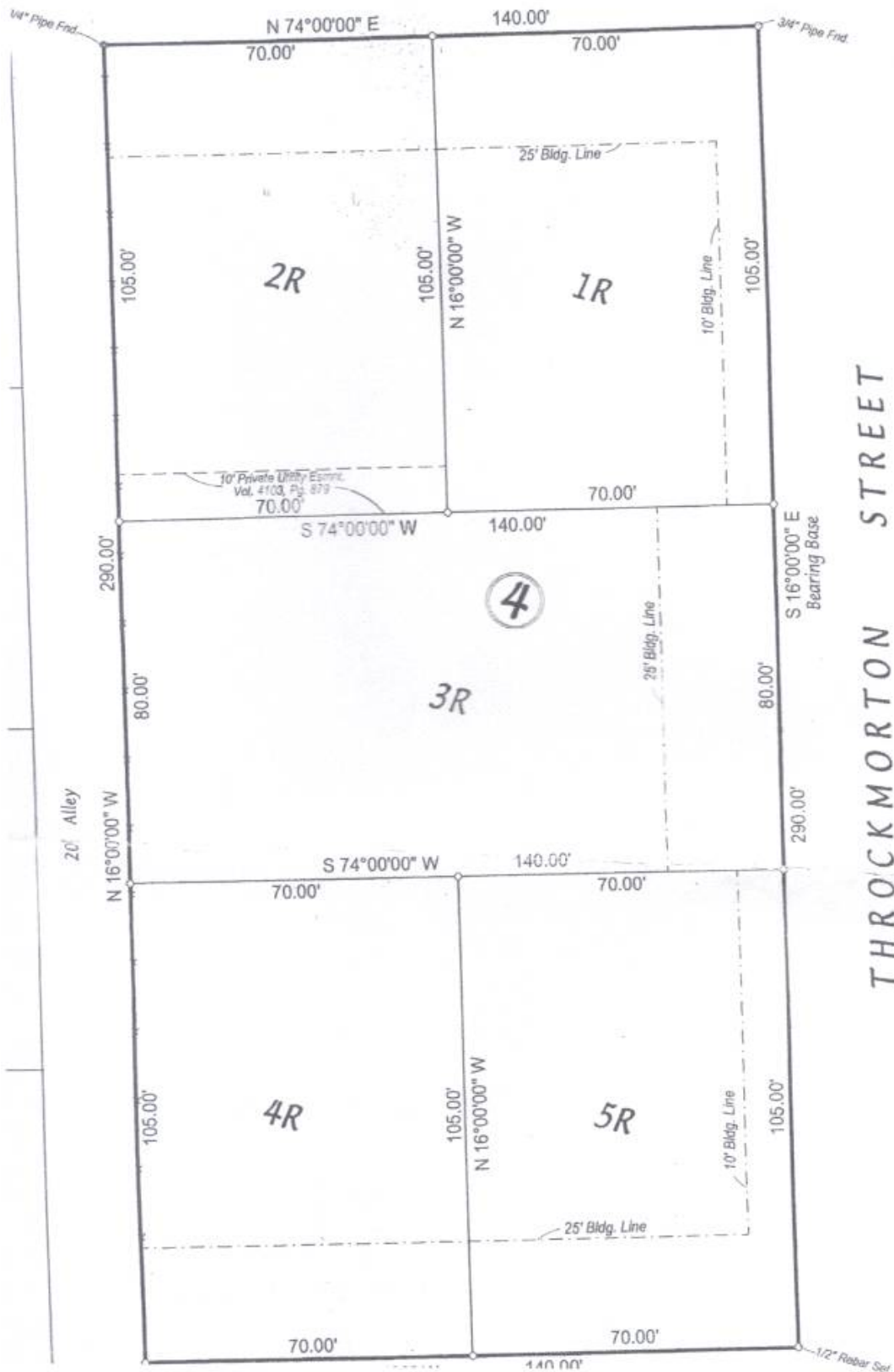
ENGINEERING DEPARTMENT

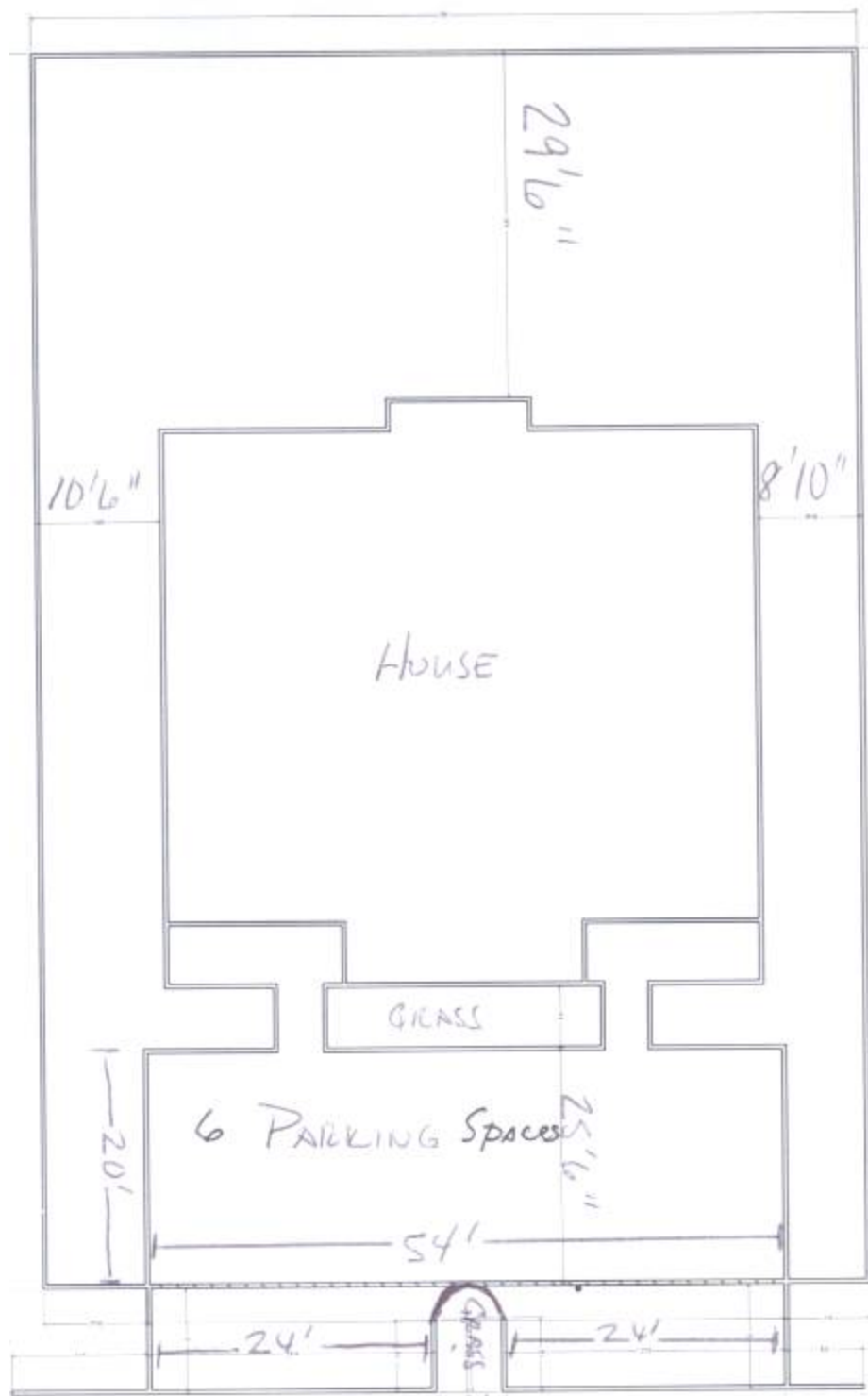


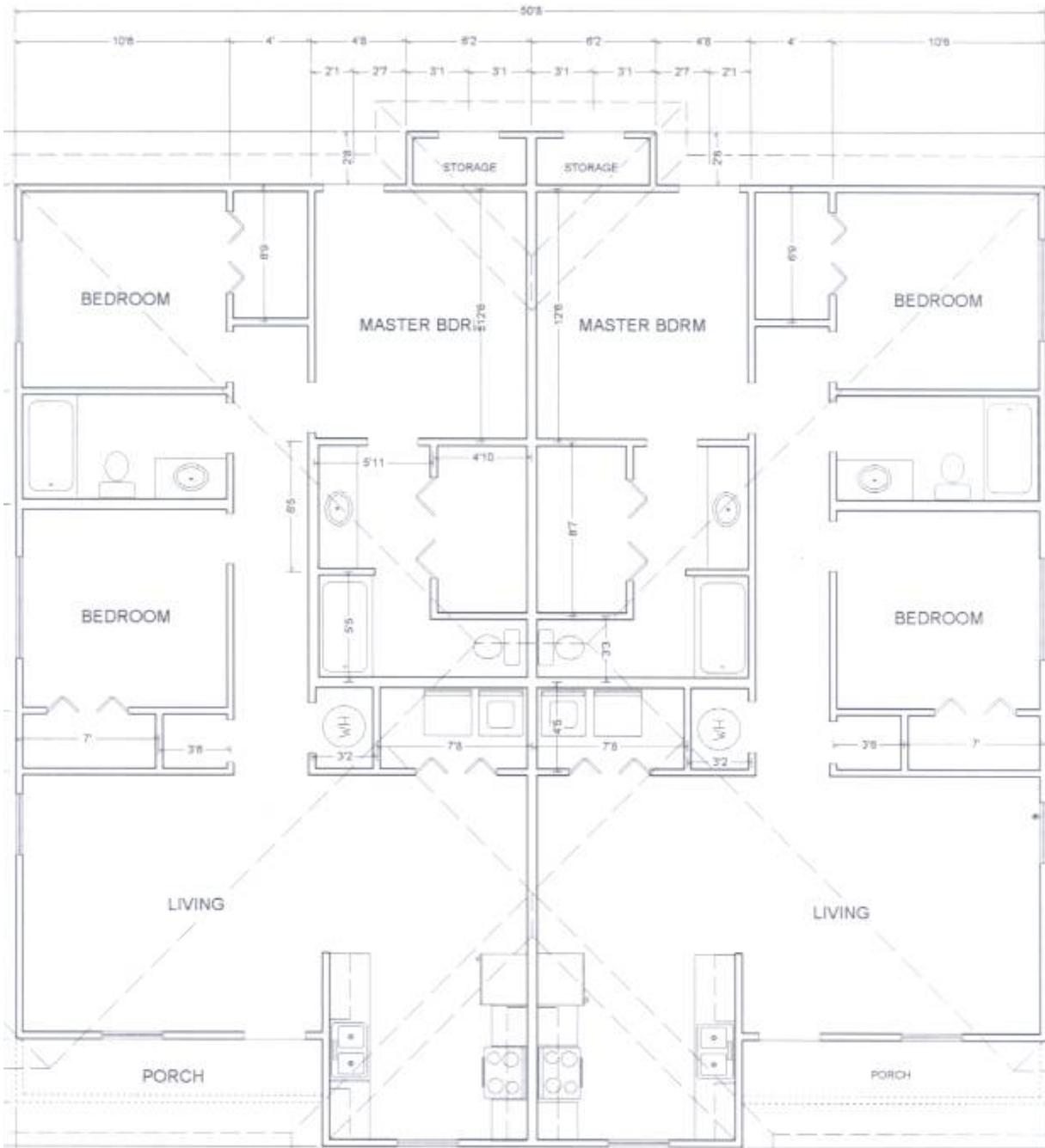
1200 S. Throckmorton

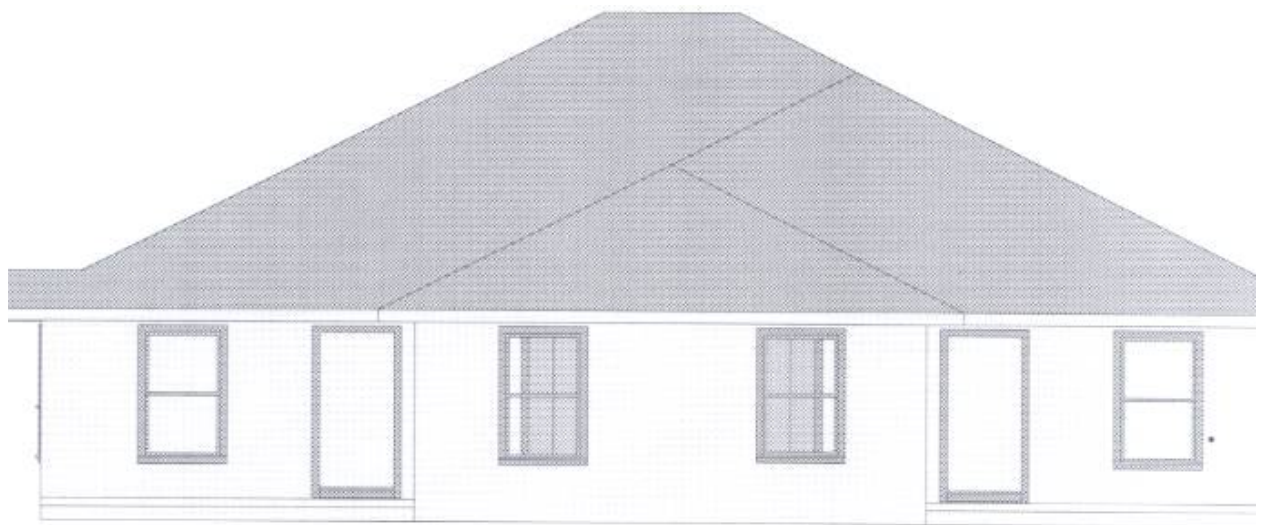
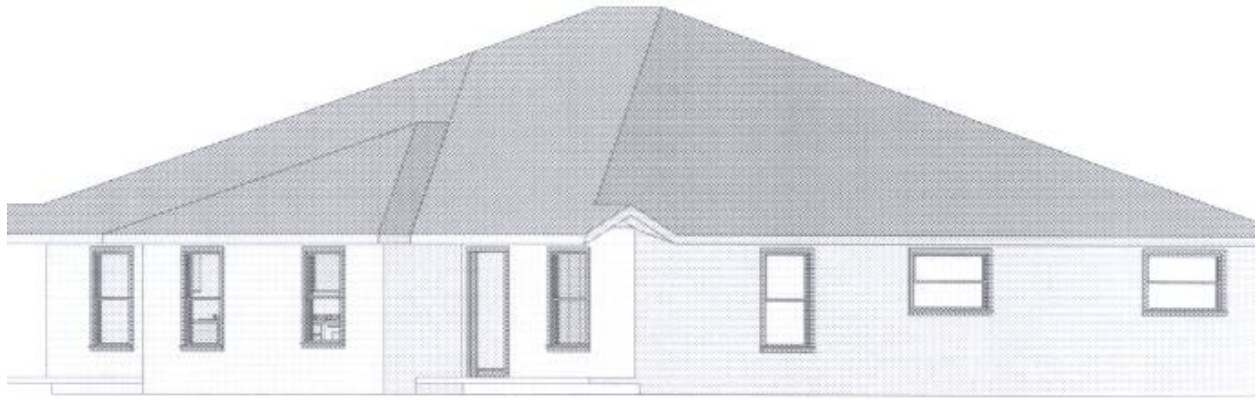


KENTUCKY STREET

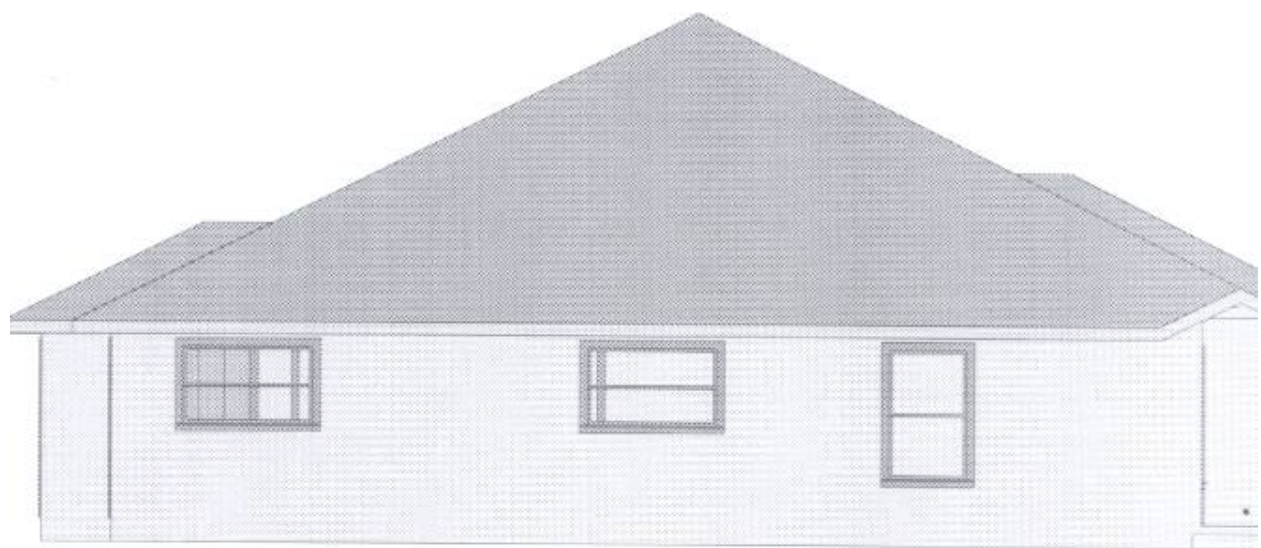




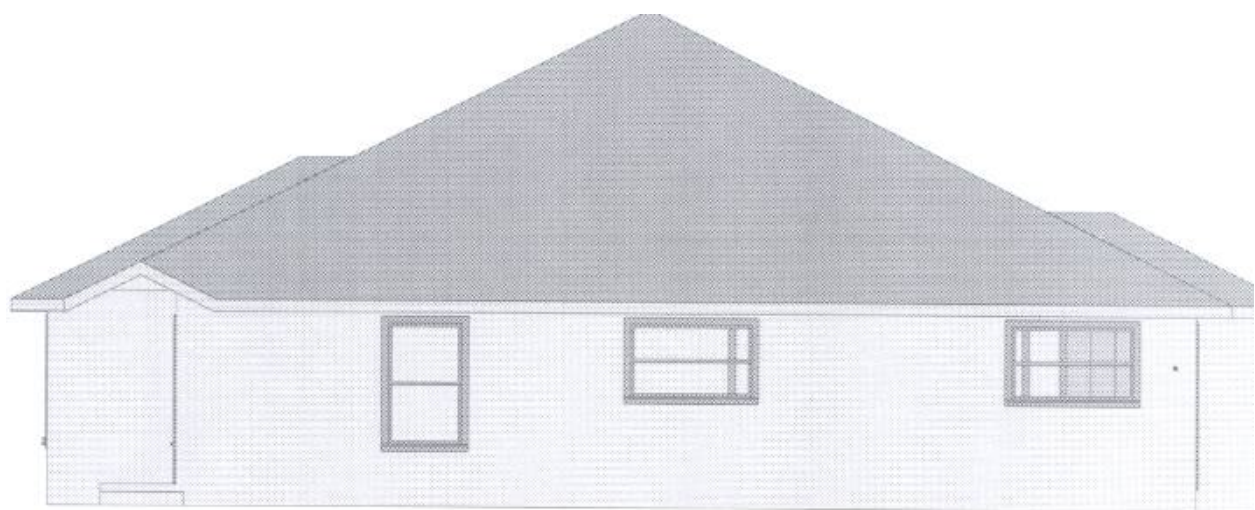




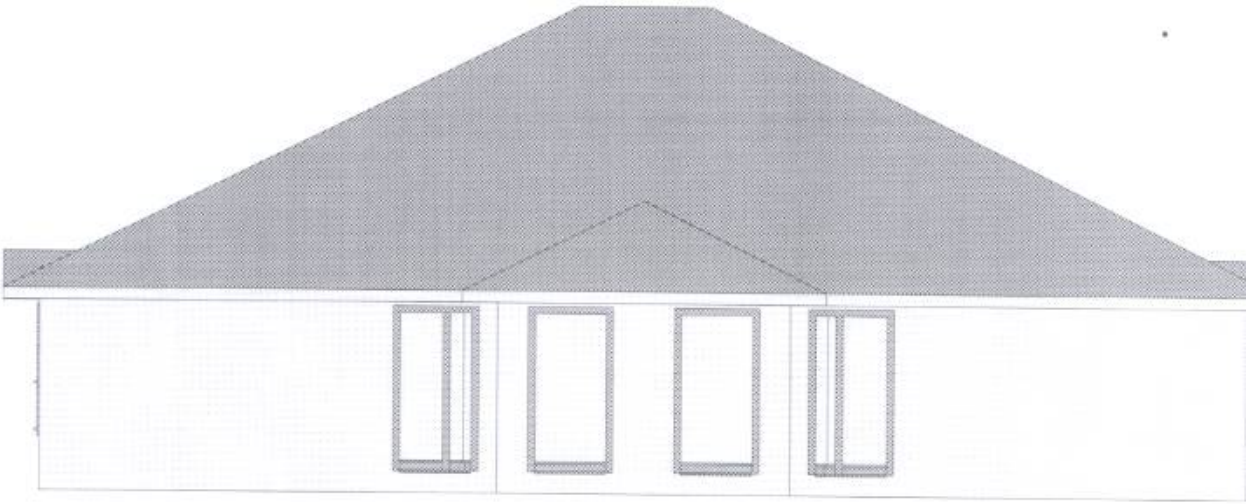
FRONT



LEFT



RIGHT



BACK

SHERMAN



PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT
Telephone No. (903) 892-7229
FAX No. (903) 892-7274

February 4, 2008

John & Marie Hammer
1209 S. First
Sherman, Texas 75090

FEB 8 2008

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, February 19, 2008 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Larry Cox (Owners) concerning the property at 1200 South Throckmorton, being Lot 1, Block 1 of the Replat of Lots 5 thru 7 and Part of Lot 8, Block 4, W.D. Fitch Subdivision

The request is as follows:

Specific Use Permit and Site Plan Approval under Ordinance No. 2280, Section 8, Subsection (5) (a) to allow a Two-Family Dwelling (duplex) in an R-1 (One Residential) District.

As a property owner within two hundred feet (200') of this property, you are invited to attend. You are not required to be present, but all interested parties wishing to speak should appear at the time and place stated above. If you can not attend the public hearing, but wish to have your views presented to the Board, you may do so in the space provided below or by a separate letter and mailed to:

Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, Texas 75091-1106


Secretary, Planning & Zoning Board

*Not enough room for the streets
to walk not good for the
children they have to play in
the street they could get run over
with a car or kill we don't need
these duplex in our neighborhood*

Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.

SHERMAN



PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT
Telephone No. (903) 892-7229
FAX No. (903) 892-7274

February 4, 2008

John & Helen Hammer
1209 S First
Sherman, Texas 75090

FEB 8 2008

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, February 19, 2008 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Larry Cox (Owners) concerning the property at 1200 South Throckmorton, being Lot 1, Block 1 of the Replat of Lots 5 thru 7 and Part of Lot 8, Block 4, W.D. Fitch Subdivision

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Specific Use Permit and Site Plan Approval under Ordinance No. 2280, Section 8, Subsection (5) (a) to allow a Two-Family Dwelling (duplex) in an R-1 (One Residential) District.

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Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, Texas 75091-1106


Secretary, Planning & Zoning Board

I am against Two Family Dwelling "Duplex" in an "R-1" District. In this case the street 1200 South Throckmorton is too small. Duplexes has a way of deteriorating if the owner is not on site. Not enough space for the children to play in. Not much better than a place just to lay your head down. A lot of moving in and out. Bringing people into a local neighborhood that brings trouble with them. Drugs, narcotics, Prostitutes. I have seen it all with these Duplexes in the 600 Block of Rosedale.
Sincerely John Hammer

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P.O. BOX 1106 • SHERMAN, TEXAS 75091-1106 (903) 892-7206

SHERMAN



PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT
Telephone No. (903) 892-722
FAX No. (903) 892-727

February 4, 2008

Nancey Bellows
710 E. Rosedale
Sherman, Texas 75090

FEB 15 2008

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, February 19, 2008 at 5:00 P.M. in the City Council Chambers, at 220 W Mulberry, to hear the request of:

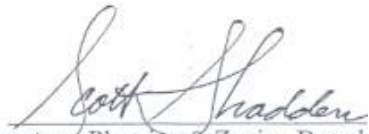
Larry Cox (Owners) concerning the property at 1200 South Throckmorton being Lot 1, Block 1 of the Replat of Lots 5 thru 7 and Part of Lot 8, Block 4 W.D. Fitch Subdivision

The request is as follows:

Specific Use Permit and Site Plan Approval under Ordinance No. 2280 Section 8, Subsection (5) (a) to allow a Two-Family Dwelling (duplex) in an R-1 (One Residential) District.

As a property owner within two hundred feet (200') of this property, you are invited to attend. You are not required to be present, but all interested parties wishing to speak should appear at the time and place stated above. If you can not attend the public hearing, but wish to have your views presented to the Board, you may do so in the space provided below or by a separate letter and mailed to:

Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, Texas 75091-1106


Secretary, Planning & Zoning Board

My personal feeling are not to have another apartment type of building in this, which could lead to more & more, and this area would end up the same as '1417'.

Thank You
Nancey Bellows

Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.

SHERMAN



PLANNING AND ZONING BOARD
BUILDING INSPECTION DEPARTMENT
Telephone No. (903) 892-7229
FAX No. (903) 892-7274

February 4, 2008

James & Rita Gundlach
561 Lariat Dr.
Denison, TX 75021-4199

FEB 15 REC'D

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, February 19, 2008 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

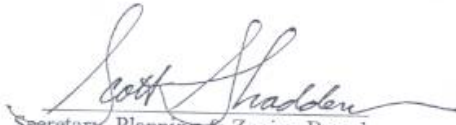
Larry Cox (Owners) concerning the property at 1200 South Throckmorton, being Lot 1, Block 1 of the Replat of Lots 5 thru 7 and Part of Lot 8, Block 4, W.D. Fitch Subdivision

The request is as follows:

Specific Use Permit and Site Plan Approval under Ordinance No. 2280, Section 8, Subsection (5) (a) to allow a Two-Family Dwelling (duplex) in an R-1 (One Residential) District.

As a property owner within two hundred feet (200') of this property, you are invited to attend. You are not required to be present, but all interested parties wishing to speak should appear at the time and place stated above. If you can not attend the public hearing, but wish to have your views presented to the Board, you may do so in the space provided below or by a separate letter and mailed to:

Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, Texas 75091-1106


Secretary, Planning & Zoning Board

*Would be concerned about traffic
of additional vehicles on narrow
street (Throckmorton).*

Jim Gundlach

Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.

P.O. BOX 1106 • SHERMAN, TEXAS 75091-1106 (903) 892-7206

AGENDA ITEM #4

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

1200 South Throckmorton Street
Being Lot 1, Blk. 1 of the Replat of Lots 5 thru 7 and Part of Lot 8, Blk. 4,
W.D. Fitch Subdivision
Specific Use Permit & Site Plan

Requested Action/Proposed Use:

Specific Use Permit and Site Plan Approval to allow a Two-Family Dwelling (duplex) in an R-1 (One Residential) District.

Background

The property is located at the southwest corner of Kentucky Street and South Throckmorton Street. The owner would like to construct a one story duplex with three bedrooms and two baths per side for a total of six bedrooms. It will be 100 % hardy plank siding and six off-street parking spaces will be provided.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Larry Cox (Owner)

Master Plan Designation:

Residential

Number of notices mailed:

26

Objections Received:

2

Attachments:

Location map; Photographs; Site Plan; Staff Review Letter

Prepared by:

Patsy Reeves,
Development Services Secretary

Approved by:

Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

February 14, 2008

Larry Cox
5439 Luella Road
Sherman, Texas 75090

Dear Applicants,

Your request for approval of a Specific Use Permit and site plan for property located at 1200 South Throckmorton Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. It is recommended that the lot be graded to ensure that storm water runoff does not flow to an adjacent lot.
2. A permit is required for the construction of a driveway on Kentucky Street. The driveway shall be constructed to the standards of the City of Sherman and shall be inspected by the Engineering Department.
3. Sidewalks are required along Kentucky Street and Throckmorton Street.
4. A private sanitary sewer easement is required across Lot 2R to serve Lot 1R. A copy of the recorded easements is to be provided to the City of Sherman Engineering Department.
5. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. 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 Rita Gaither at 903-892-7212 prior to the meeting.

Respectfully,

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

CC:	George Olson, City Manager	Danny Fuller, Fire Marshal
	Scott Shadden, Director of Development Services	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5517

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Texoma Development, Inc. (Owners), Boothe Enterprises (Developer), and Sartin and Associates (Surveyors) to Allow Three Duplexes in an R-1 (One Family Residential) District in the 1300 Block of West Lamar Street and the 100 Block of South Holly Street, being Future Lots 8R, 9R and 10R, Block 2 of the Replat of the North One-Half of Lot 8, and all of Lots 9 and 10, Block 2, W. Elliott's Gray's Hill Addition; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Issue

To consider granting a Specific Use Permit to Texoma Development, Inc. (Owners) concerning the property located in the 1300 block of West Lamar Street and the 100 block of South Holly Street to allow three duplexes in an R-1 (One Family Residential) District

Background

The property is located on the northeast corner of Holly and Lamar Streets. The owner would like to replat the property into three lots to build a duplex on each of the lots. Each duplex will be two-story, brick with stone accents, with a one-car garage per side. They have provided a joint access easement from Holly Street on the plat for all of the lots to share. Eighteen (18) total parking spaces have been provided. A breakdown of the duplexes: Lot 8R – four (4) bedrooms with 2,572 square feet; Lot 9R – four (4) bedrooms with 2,200 square feet; and Lot 10R – six (6) bedrooms with 2,500 square feet; for a total of fourteen (14) bedrooms.

Origination

Texoma Development, Inc. (Owners), Boothe Enterprises (Developer), and Sartin and Associates (Surveyors)

Board Recommendation

At the February 19, 2008 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the staff review letter.

Attachments

Ordinance No. 5517, Location Map, Photograph, Site Plan, P&Z Communication Form, Letter from Fire Marshal

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5517

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO TEXOMA DEVELOPMENT, INC. (OWNERS), BOOTHE ENTERPRISES (DEVELOPER), AND SARTIN AND ASSOCIATES (SURVEYORS) TO ALLOW THREE DUPLEXES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 1300 BLOCK OF WEST LAMAR STREET AND THE 100 BLOCK OF SOUTH HOLLY STREET, BEING FUTURE LOTS 8R, 9R AND 10R, BLOCK 2 OF THE REPLAT OF THE NORTH ONE-HALF OF LOT 8, AND ALL OF LOTS 9 AND 10, BLOCK 2, W. ELLIOTT'S GRAY'S HILL ADDITION; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That from and after the passage of this ordinance, Texoma Development, Inc. (Owners), Boothe Enterprises (Developer) and Sartin & Associates (Surveyors) are granted a Specific Use Permit to allow three duplexes in an R-1 (One Family Residential) District in the 1300 Block of West Lamar Street and the 100 Block of South Holly Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being the North One-half (25.00 feet) of Lot Eight (8), and all of Lots Nine (9), and Ten (10) in Block Two (2) of W. Elliott's Gray's Hill Addition to

the City of Sherman, Texas as shown by plat of record in Volume 120, Page 78, Deed Records, Grayson County, Texas, being the same property conveyed by Marie Ritchie to Texoma Development, Inc. by deed dated February 18, 1999, recorded in Volume 2756, Page 607, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found ½ inch rebar at the intersection of the East line of Holly Avenue, the West line of said Lot Eight with the North line of Lamar Street;

THENCE North 15 deg. 54 min. 33 sec. West, with the East line of said Holly Avenue, the West line of said Lots Eight through Ten, at a distance of 25.00 feet passing the Northwest corner of said Lot Eight, the Southwest corner of said Lot Nine, and continuing for a total distance of 125.00 feet to a found ½ inch rebar maintaining the Northwest corner of said Lot Ten, the Southwest corner of Lot Eleven (11) in said Block Two, the Southwest corner of the tract of land conveyed by Dean Gilbert, Jr., and Nathan McClure to Hector Mario Galaviz by deed dated August 24, 2004, recorded in Volume 3725, Page 462, Official Public Records, Grayson County, Texas;

THENCE North 74 deg. 00 min. 00 sec. East, with the North line of said Lot Ten, the South line of both said Lot Eleven, and Galaviz tract, a distance of 150.00 feet to a set ½ inch capped rebar stamped “SARTIN-3694” for the Northeast corner of said lot Ten, the Southeast corner of said Lot Eleven, on the west line of a 12 foot wide alley;

THENCE South 15 deg. 54 min. 33 sec. East, with the West line of said alley, the East line of said Lots Ten, Nine, and Eight, at a distance of 100.00 feet passing the Southeast corner of said Lot Nine, the Northeast corner of said Lot Eight, and continuing for a total distance of 125.00 feet to a set ½ inch capped rebar stamped “SARTIN-3694” at the intersection of the East line of said Lot Eight, the West line of said alley with the North line of said Lamar Street;

THENCE South 74 deg. 00 min. 00 sec. West, with the North line of said Lamar Street, a distance of 150.00 feet to the PLACE OF BEGINNING, and containing 0.43 ACRES OF LAND more or less.....

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

1. It is recommended that the lots be graded to ensure that storm water runoff does not flow from one lot to an adjacent lot.
2. A permit is required for the construction of driveway on Holly Street. The driveway shall be constructed to the standards of the City of Sherman and shall be inspected by the Engineering Department.
3. A private sanitary sewer easement is required to serve Lot 10R. Existing sanitary sewer is located along Lamar Street and in the alley east of proposed Lot 8R.
4. A common access easement by separate instrument is required.
5. Sidewalks are required along Holly Street and Lamar Street.

6. A 24' clear width (eave to eave) between the buildings fronting Holly Street is required.
7. Any other changes made to the Replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

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

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

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

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

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

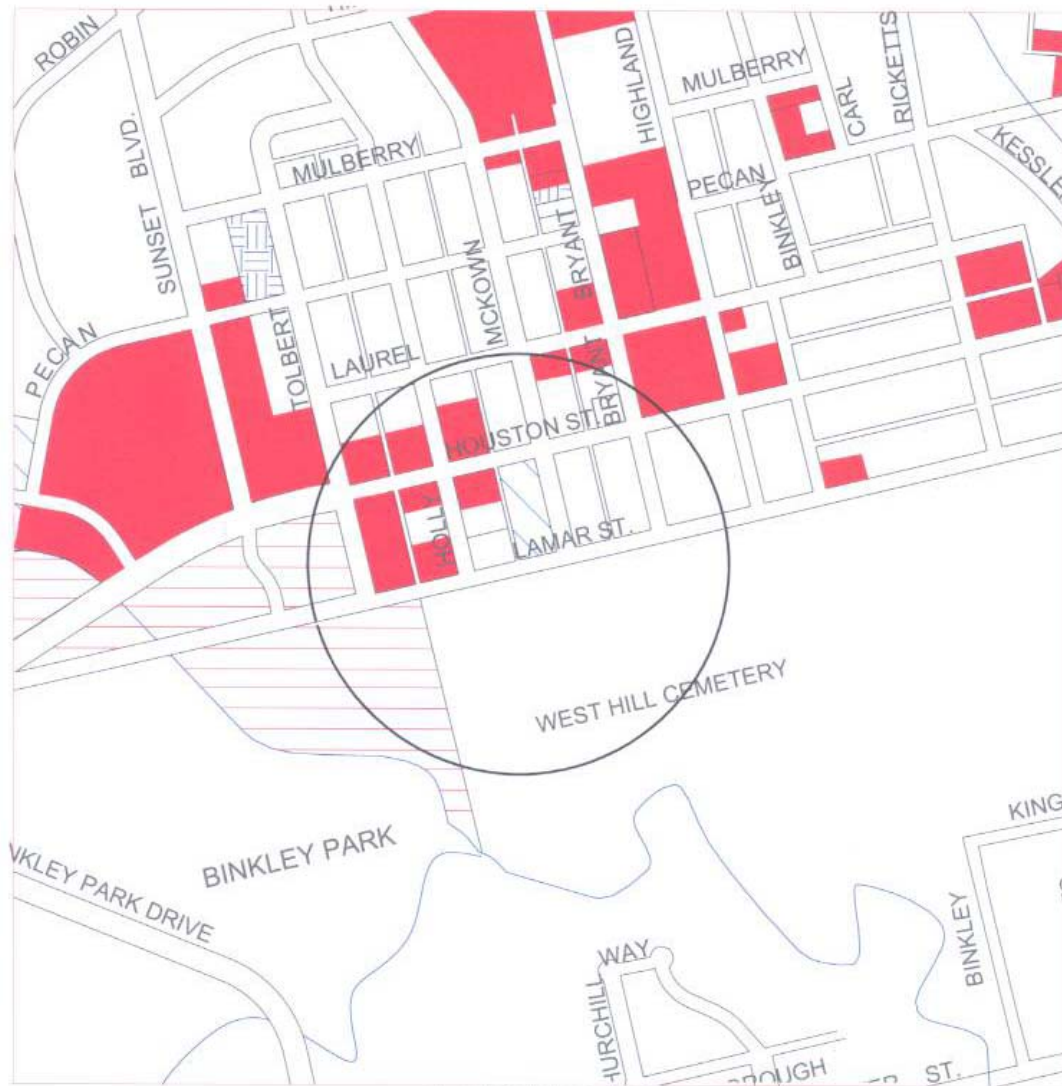
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY



LEGEND

R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	M-2	HEAVY MANUFACTURING DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	M-H	MANUFACTURED HOUSING DISTRICT
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT	BIA	BLACK INDUSTRIAL PARK
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT	O-1	OVERLAY DISTRICT - 75 & 82
C-1	RETAIL BUSINESS DISTRICT	O-1.1	OVERLAY DISTRICT - 1417
C-2	GENERAL COMMERCIAL DISTRICT	O-1.2	OVERLAY DISTRICT - SAM RAYBURN FREEWAY
CO	OFFICE DISTRICT	CPO	COLLEGE PARK OVERLAY
M-1	LIGHT MANUFACTURING DISTRICT	A&C	ARTS & CULTURAL OVERLAY DISTRICT
M-1.5	MEDIUM MANUFACTURING DISTRICT	CBD	CENTRAL BUSINESS DISTRICT



**1300 BLK WEST LAMAR
100 BLOCK SOUTH HOLLY
SPECIFIC USE PERMITS**

Department of Developmental Services



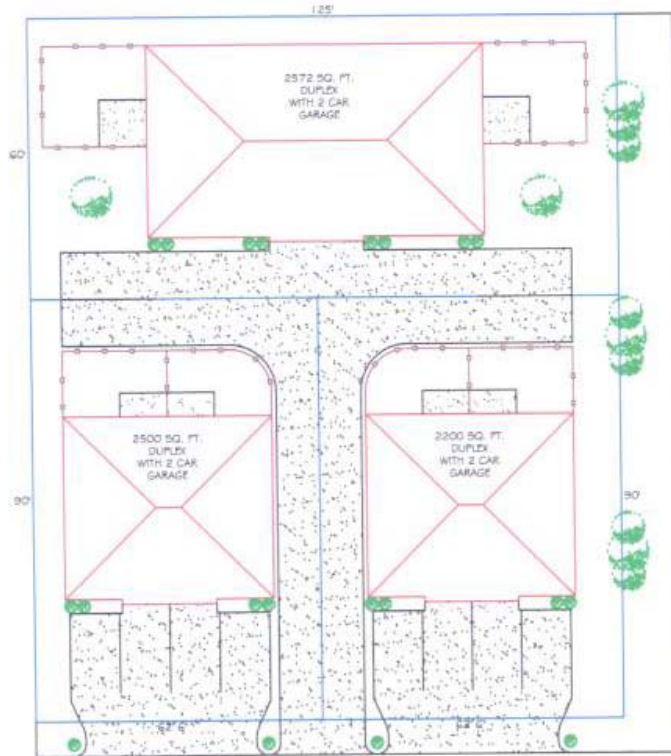


1300 W. Lamar



←N

ALLEY



Lamar St.

Holly

**BOOTHE ENTERPRISES
LAMAR & HOLLY
LUXURY DUPLEX
COMMUNITY**



City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

1300 Block of West Lamar Street and the 100 Block of South Holly Street
Being 0.43 acres in the J.B. McAnair Survey, Abstract No. 763 and the north 25 feet of Lot
8 and all of Lots 9 & 10, Block 2 of W. Elliott's Gray's Hill Addition
Specific Use Permit

Requested Action/Proposed Use:

- (a) Specific Use Permit and Site Plan Approval to allow a Two Story Two-Family Dwelling (duplex) in an R-1 (One Family Residential) District on the future Lot 8R, Block 2 of the Replat of the North One-half of Lot 8, and all of Lots 9 & 10, Block 2, W. Elliott's Gray's Hill Addition.
- (b) Specific Use Permit and Site Plan Approval to allow a Two Story Two-Family Dwelling (duplex) in an R-1 (One Family Residential) District on the future Lot 9R, Block 2 of the Replat of the North One-half of Lot 8, and all of Lots 9 & 10, Block 2, W. Elliott's Gray's Hill Addition.
- (c) Specific Use Permit and Site Plan Approval to allow a Two Story Two-Family Dwelling (duplex) in an R-1 (One Family Residential) District on the future Lot 10R, Block 2 of the Replat of the North One-half of Lot 8, and all of Lots 9 & 10, Block 2, W. Elliott's Gray's Hill Addition.

Background

The property is located on the northeast corner of Holly and Lamar Streets. The owner would like to replat the property into three lots to build a duplex on each of the lots. Each duplex will be two story, brick with stone accents, with a one-car garage per side. They have provided a joint access easement from Holly Street on the plat for all of the lots to share. Eighteen total parking spaces have been provided. A breakdown of the duplexes: Lot 8R – four bedrooms with 2,572 square foot, Lot 9R – four bedrooms with 2,200 square foot, and Lot 10 R – six bedrooms with 2,500 square foot; for a total of fourteen bedrooms.

Adjacent Zoning:

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

Origination:

Texoma Development, Inc. (Owners), Boothe Enterprises (Developer) and Sartin & Associates (Surveyors)

Master Plan Designation:

Residential

Number of notices mailed:

10

Objections Received:

0

Attachments:

Location map
Photographs
Site Plan
Staff Review Letter

Prepared by:

**Patsy Reeves,
Development Services Secretary**

Approved by:

**Scott Shadden,
Director of Development Services**

STAFF REVIEW LETTER

February 7, 2008

Texoma Development, Inc.
PO Box 517
Sherman, Texas 75091-0517

Kyle Boothe
224 W. Houston
Sherman, Texas 75090

Dear Applicants,

Your request for approval of a Specific Use Permit and site plan for property located in the 1300 Block of West Lamar and the 100 Block of South Holly Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. It is recommended that the lots be graded to ensure that storm water runoff does not flow from one lot to an adjacent lot.
2. A permit is required for the construction of driveway on Holly Street. The driveway shall be constructed to the standards of the City of Sherman and shall be inspected by the Engineering Department.
3. A private sanitary sewer easement is required to serve Lot 10R. Existing sanitary sewer is located along Lamar Street and in the alley east of proposed Lot 8R.
4. A common access easement by separate instrument is required.
5. Sidewalks are required along Holly Street and Lamar Street.
6. Any other changes made to the Replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. 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 Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Scott Shadden
Director of Developmental Services

CC: George Olson, City Manager
 Scott Shadden, Director of Development Services
 Doreen E. McGookey, City Attorney
 Rita Gaither, Development Coordinator

 Danny Fuller, Fire Marshal
 Jeff Miller, Director of Public Works
 James Shankles, Jr., P.E., City Engineer

From: Fuller, Danny
Sent: Monday, February 18, 2008 5:13 PM
To: Shadden, Scott
Cc: Jones, JJ
Subject: P&Z Comments

Scott,

I have received the P & Z packet today 2/18/08. Comments from my office are as follows:

Agenda items related to 1300 W. Lamar. This project will require a 24' clear width (eave to eave) between buildings fronting 100 Holly Street.

Agenda items related to 2900 E. Highway 82. A building of this size will require two fire hydrants with a 22 2 hour water flow.

Hydrants will have a maximum spacing of 450' apart.

Thanks,

Danny Fuller

Fire Marshal

Sherman Fire Department



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. B.4

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5518

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Robert Tate and NewCrest Hotels, Ltd. (Owners), Danny Patel (Representative), and Underwood Drafting and Surveying, Inc. (Surveyors) to Allow a Hotel in a C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District in the 2900 Block of U.S. Highway 75 North, being 1.55 acres in the J.B. McAnair Survey, Abstract No. 763 and all of Lots 1 & 2, Block 1 of Holiday Inn Sherman, a Replat of Texoma Hospitality Addition; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Issue

To consider granting a Specific Use Permit to Robert Tate and NewCrest Hotels, Ltd. (Owners) concerning the property located in the 2900 block of U.S. Highway 75 North to allow a hotel in a C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District

Background

The property is located in the 2900 block of U.S. Highway 75 North in front of 2909 Michelle Drive, the Holiday Inn Express. The owners would like to construct a five-story, eighty-six (86) unit Marriott Fairfield Inn & Suites Hotel with a meeting room. The exterior finish will be stucco. Eighty-eight (88) parking spaces will be provided.

Origination

Robert Tate and NewCrest Hotels, Ltd. (Owners); and Underwood Drafting & Surveying, Inc. (Surveyors)

Board Recommendation

At the February 19, 2008 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the staff review letter.

Attachments

Ordinance No. 5518, Location Map, Photograph, Site Plan, and P&Z Communication Form

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5518

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ROBERT TATE AND NEWCREST HOTELS, LTD. (OWNERS), DANNY PATEL (REPRESENTATIVE), AND UNDERWOOD DRAFTING AND SURVEYING, INC. (SURVEYORS) TO ALLOW A HOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT AND THE O-1 (75 & 82) OVERLAY DISTRICT IN THE 2900 BLOCK OF U.S. HIGHWAY 75 NORTH, BEING 1.55 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 AND ALL OF LOTS 1 & 2, BLOCK 1 OF HOLIDAY INN SHERMAN, A REPLAT OF TEXOMA HOSPITALITY ADDITION; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That from and after the passage of this ordinance, Robert Tate and NewCrest Hotels, Ltd. (Owners) are granted a Specific Use Permit to allow a Hotel in a C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District in the 2900 Block of U.S. Highway 75 North, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the City of Sherman, Grayson County, Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 1 and 2 in Block 1 of Holiday Inn Sherman, a Replat of Texoma Hospitality Addition to said City of Sherman as shown by plat of record in Volume 17, Page 192, Plat Records, Grayson County, Texas, and also being all of Lot 2 of the Replat of Lot Three, Block One, Action-75 Addition to said City

of Sherman as shown by plat of record in Volume 10, Page 38, said Plat Records, and being more particularly described by metes and bounds as follows:

BEGINNING at ½” steel rod found maintaining the Northeast corner of both said Lot 1 and Block 1 of Holiday Inn Sherman in the West right-of-way line of U.S. Highway No. 75, said rod also maintaining the Southeast corner of Lot 1 in Block One of LaQuinta Inn Addition to said City of Sherman as shown by plat of record in Volume 10, Page 42, said Plat Records;

THENCE South 07°24’48” West with said West right-of-way line of Highway No. 75 a distance of 290.22 feet to a ½” steel rod set marking the Southeast corner of said Lot 2 of said Replat of Lot Three, Block One, Action-75 Addition;

THENCE South 76° 00’15” West a distance of 331.24 feet to ½” steel rod found maintaining the Southwest corner of said Lot 2 of said Replat of Lot Three, Block One, Action-75 Addition ;

THENCE North 13° 59’45” West a distance of 50.00 feet to a ½” steel rod found maintaining the Northwest corner of said Lot 2 of said Replat of Lot Three, Block One, Action-75 Addition in the South line of Lot 3 and Block 1 of said Holiday Inn Sherman;

THENCE North 76°00’15” East with the North line of Lot 2 of said Replat of Lot Three, Block One, Action-75 Addition a distance of 164.64 feet to a ½” steel rod found maintaining the Southeast corner of said Lot 3 and Southwest corner of said Lot 2 of Holiday Inn Sherman;

THENCE North 13° 18’54” West a distance of 223.41 feet to a ½” steel rod found maintaining the Northwest corner of said Lot 1 and Northeast corner of said Lot 3 of Holiday Inn Sherman in the South line of both said Lot 1 and Block One of LaQuinta Addition:

THENCE North 76°41’06” East a distance of 269.90 feet to the Point-of-Beginning and containing 1.55 acres of land.....

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

1. All aspects of the O-1 Overlay (75-82) District shall be followed.
2. A 26 foot wide fire lane is required as required per Appendix D section D105.1, D105.2 and D105.3 of the 2003 ICC Fire Codes. It shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building.
3. All aspects of the Commercial Tree and Landscaping Ordinance must be followed.
4. Property shall be platted into one lot.
5. Shall comply with the City of Sherman’s Stormwater Management Plan.
6. Parking area needs to exit onto Michelle Drive.

7. A driveway to Michelle Drive is required. A permit to construct the driveway approach shall be obtained from the City of Sherman. The driveway approach shall be inspected by the Engineering Department.
8. Parking and driving surfaces shall be concrete
9. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

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

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

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

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

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

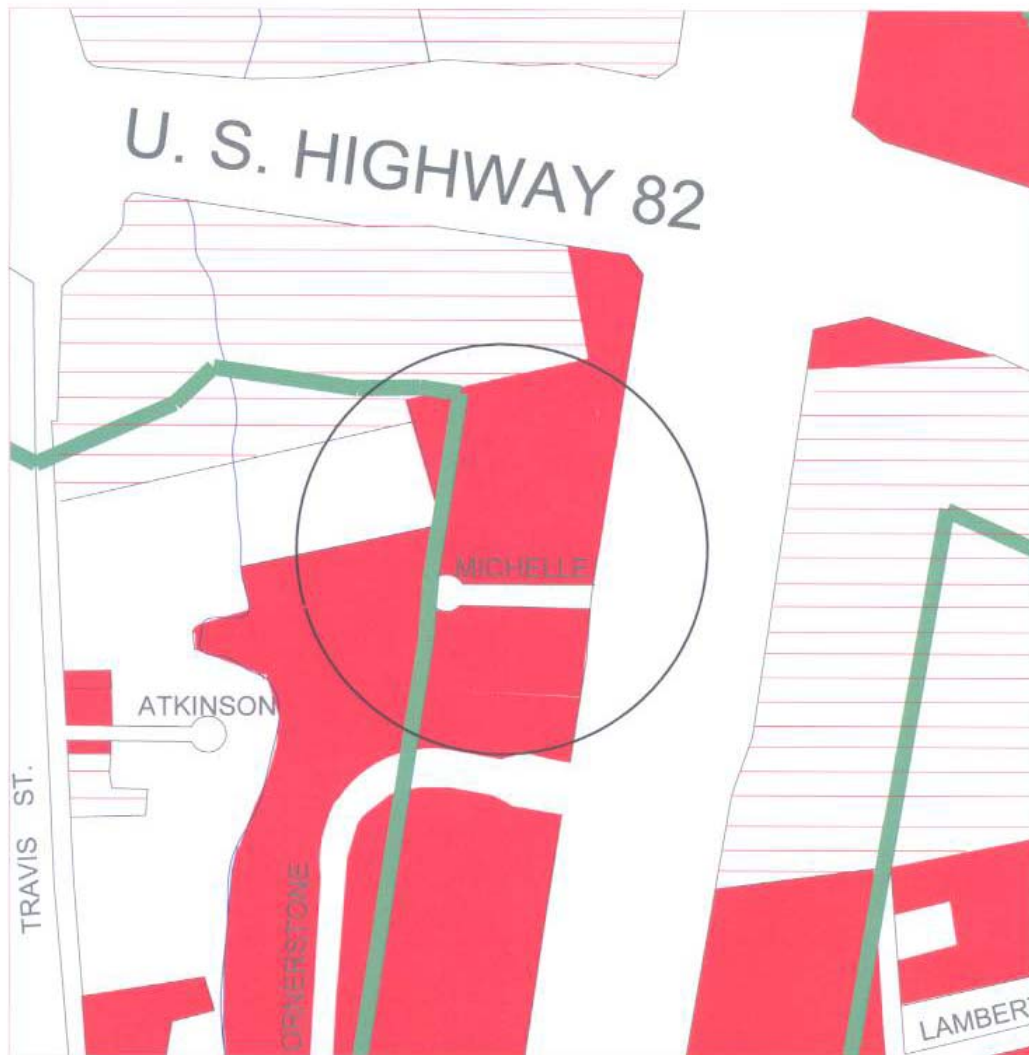
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY



LEGEND

R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	M-2	HEAVY MANUFACTURING DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	M-H	MANUFACTURED HOUSING DISTRICT
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT	BL	BLALOCK INDUSTRIAL PARK
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT	O-1	OVERLAY DISTRICT - 75 & 82
C-1	RETAIL BUSINESS DISTRICT	O-1.1	OVERLAY DISTRICT - 1417
C-2	GENERAL COMMERCIAL DISTRICT	O-1.2	OVERLAY DISTRICT - SAM RAYBURN FREEWAY
C-O	OFFICE DISTRICT	CPO	COLLEGE PARK OVERLAY
M-1	LIGHT MANUFACTURING DISTRICT	A&C	ARTS & CULTURAL OVERLAY DISTRICT
M-1.5	MEDIUM MANUFACTURING DISTRICT	CBD	CENTRAL BUSINESS DISTRICT



2900 BLOCK OF U.S. HWY 75 N. SPECIFIC USE PERMIT

ENGINEERING DEPARTMENT

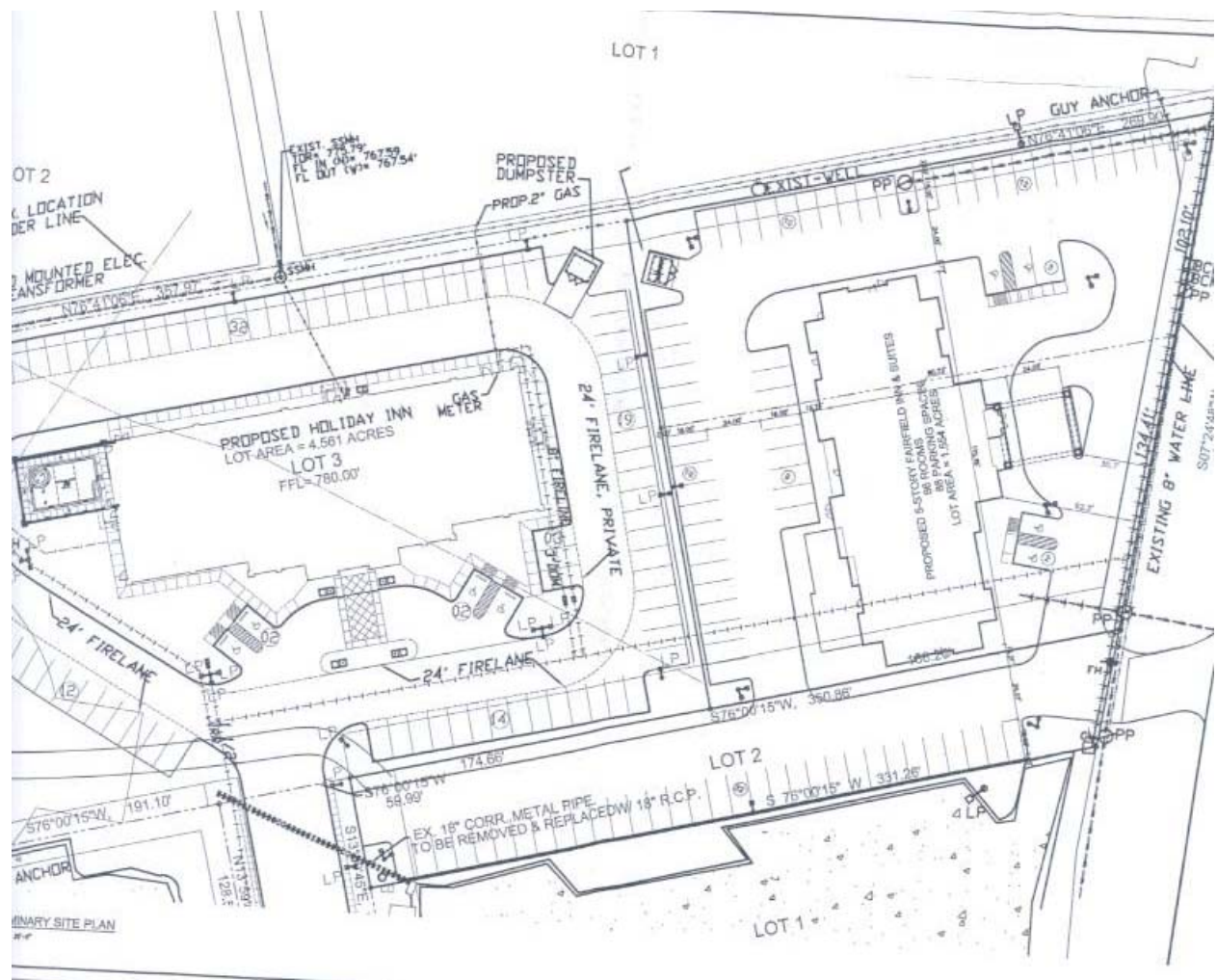




Scale: 1 inch = 100.0 feet

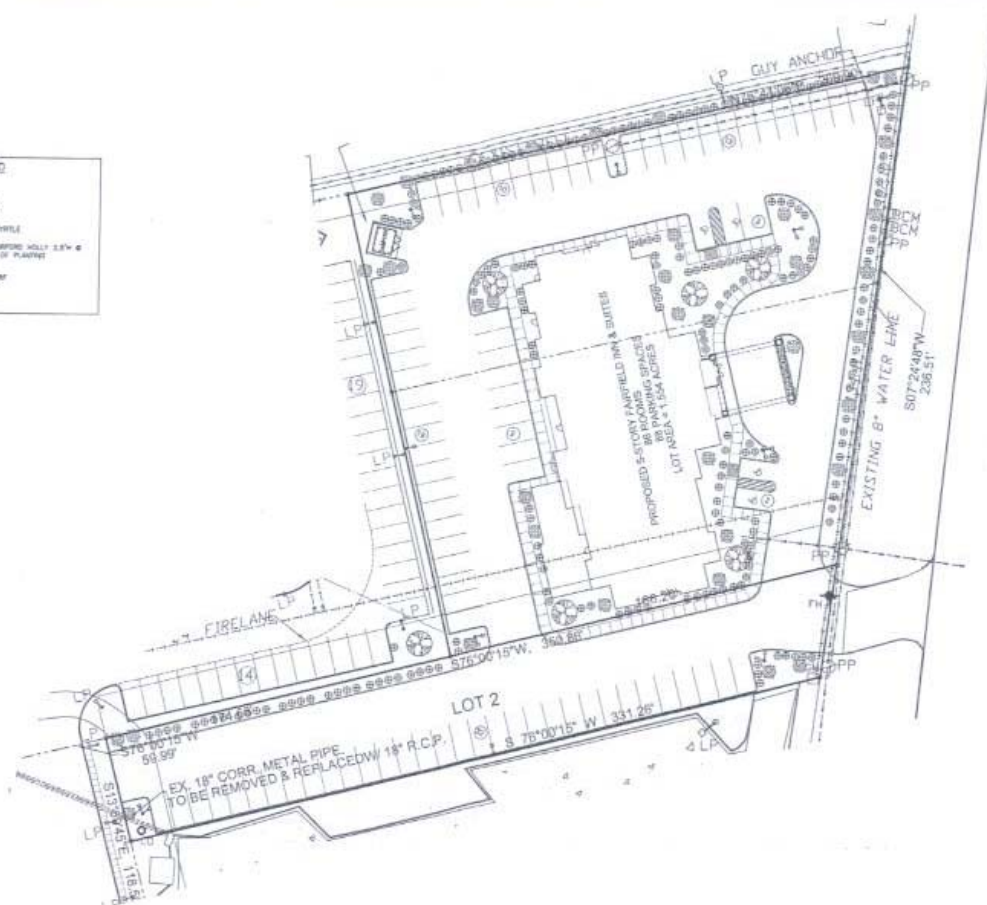
2900 Blk. Hwy 75 N.











City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

2900 Block U.S. Highway 75 North
Being 1.55 acres in the J.B. McAnair Survey, Abstract No. 0763 and all of Lots 1 & 2,
Block 1 of Holiday Inn Sherman, a Replat of Texoma Hospitality Addition
Specific Use Permit and Site Plan

Requested Action/Proposed Use:

Specific Use Permit and Site Plan Approval to allow a Hotel in a C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District.

Background

The property is located in the 2900 Block of U.S. Highway 75 North in front of 2909 Michelle Drive, the Holiday Inn Express. The owners would like to construct a five (5) story, eighty six (86) unit Marriott Fairfield Inn & Suites Hotel with a meeting room. The exterior finish will be stucco. Eighty eight (88) parking spaces will be provided.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

Robert Tate and NewCrest Hotels, Ltd. (Owners) and Underwood Drafting & Surveying, Inc. (Surveyors)

Master Plan Designation:

Retail/Commercial

Number of notices mailed:

6

Objections Received:

0

Attachments:

Location map; Photographs; Site Plan; and Staff Review Letter

Prepared by:
Patsy Reeves,
Developmental Services Secretary

Approved by:
Scott Shadden,
Director of Developmental Services

STAFF REVIEW LETTER

February 14, 2008

Newcrest Hotels, Ltd.
308 Wright Ave.
Rockwall, TX 75032

Robert Tate
4520 Texoma Parkway #J
Sherman, Texas 75090

Danny Patel
1431 Greenway Drive #915
Irving, TX 75038

Underwood Drafting & Surveying, Inc.
3404 Interurban Rd.
Denison, TX 75021

Dear Applicants,

Your request for approval of a Specific Use Permit and site plan for property located in the 2900 Block of U.S. Highway 75 North has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. All aspects of the O-1 Overlay (75-82) District shall be followed.
2. A 26 foot wide fire lane is required as required per Appendix D section D105.1, D105.2 and D105.3 of the 2003 ICC Fire Codes. It shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building.
3. All aspects of the Commercial Tree and Landscaping Ordinance must be followed.
4. Property shall be platted into one lot.
5. Shall comply with the City of Sherman's Stormwater Management Plan.
6. Parking area needs to exit onto Michelle Drive.
7. A driveway to Michelle Drive is required. A permit to construct the driveway approach shall be obtained from the City of Sherman. The driveway approach shall be inspected by the Engineering Department.
8. Parking and driving surfaces shall be concrete
9. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. 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:	George Olson, City Manager	Danny Fuller, Fire Marshal
	Scott Shadden, Director of Development Services	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	Hugo Monsanto Architect



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. B.5

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5519

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Leonard Coffman (Owner) to Allow Model Home and Storage Building Sales/Displays with Distribution in a C-1 (Retail Business) District at 1509 West Houston Street, being 1.04 acres in the J.B. McAnair Survey, Abstract No. 763; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Issue

To consider granting a Specific Use Permit to Leonard Coffman (Owner) concerning the property located at 1509 West Houston Street to allow model home and storage building sales/displays with distribution in a C-1 (Retail Business) District

Background

The property is located at the northwest corner of Tolbert Street and West Houston; PAC Furniture. They would like to display gazebos, swing sets, playhouses, storage/accessory buildings, and log cabins outside the business along Tolbert Street and West Houston Street.

Origination

Leonard Coffman (Owner)

Board Recommendation

At the February 19, 2008 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the staff review letter.

Attachments

Ordinance No. 5519

Location Map

Photograph

Site Plan

P&Z Communication Form

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5519

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO LEONARD COFFMAN (OWNER) TO ALLOW MODEL HOME AND STORAGE BUILDING SALES/DISPLAYS WITH DISTRIBUTION IN A C-1 (RETAIL BUSINESS) DISTRICT AT 1509 WEST HOUSTON STREET, BEING 1.04 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That from and after the passage of this ordinance, Leonard Coffman (Owner) is granted a Specific Use Permit to allow model home and storage building sales/displays with distribution in a C-1 (Retail Business) District at 1509 West Houston Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, out of the J.B. McAnair Survey, Abstract No. 763, being all of the one acre tract of land conveyed from Dollie May Ladd et al to LaVinia Ladd Sheppard by deed dated March 25th, 1968, and recorded in Volume 1103 at Page 456 of the Deed of Records of Grayson County, Texas, and part of Block No. One of the Replat of Westwood Village Subdivision to the City of Sherman, Texas as shown in Volume 2 at Page 72 of the Plat Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at ¾" pipe found in the West line of Tolbert Avenue at the Northeast corner of the one acre tract, the Southeast corner of the Tolbert Addition to the City of Sherman, as shown in Volume 712 at Page 441 of the said Deed Records;

THENCE South 16 deg. East with the West line of Tolbert Avenue, a distance of 290.4 feet to the intersection of the North right-of-way line of State Highway No. 56, the Southeast corner of the one acre tract;

THENCE South 74 deg. West with the North line of the highway, a distance of 16.33 feet to the beginning of a curve to the left having a radius of 1959.86 feet and a central angle of 04 deg. 02 min. 32 sec.;

THENCE in a Southwesterly direction with the curve to the left and continuing with the North line of the highway passing a ¾ inch pipe found in concrete at the Southwest corner of the one acre tract at 132.64 feet, said pipe being the Southeast corner of Block No. One of the replat of Westwood Village Subdivision, and continuing with the South line of said Block No. One for a total distance of 138.27 feet;

THENCE North 16 deg. 49 min. 38 sec. West along fence post, beginning with an old fence line at 163 feet and continuing with the fence for a total distance of 290.4 feet to a corner post;

THENCE North 74 deg. 17 min. 03 sec. East along an old fence line, passing a ¾ inch pipe found at the Northwest corner of the one acre tract at 8.91 feet, said pipe also being the Northeast corner of Lot 8 of Block No. One of the Repalt of Westwood Village Subdivision, continuing past the Southwest corner of the Tolbert Addition and continuing along a chain link fence line for a total distance of 158.76 feet to the place of beginning and containing 1.04 acres of land.

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

1. A twenty-five foot (25') setback is required on Houston and Tolbert Streets and a fifteen foot (15') setback is required abutting any residential district.
2. A plat of this property is required.
3. Screening is required adjacent to residentially zoned property.
4. Screened trash receptors are required.
5. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

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

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

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

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

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY



LEGEND

R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	M-2	HEAVY MANUFACTURING DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	M-H	MANUFACTURED HOUSING
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT	O-1	BLALOCK INDUSTRIAL PARK OVERLAY DISTRICT - 75 & 8;
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT	O-1.1	OVERLAY DISTRICT - 1417
C-1	RETAIL BUSINESS DISTRICT	O-1.2	OVERLAY DISTRICT - SAM R
C-2	GENERAL COMMERCIAL DISTRICT	CPO	COLLEGE PARK OVERLAY
C-O	OFFICE DISTRICT	A&C	ARTS & CULTURAL OVERLAY
M-1	LIGHT MANUFACTURING DISTRICT	CBD	CENTRAL BUSINESS DISTRICT
M-1.5	MEDIUM MANUFACTURING DISTRICT		



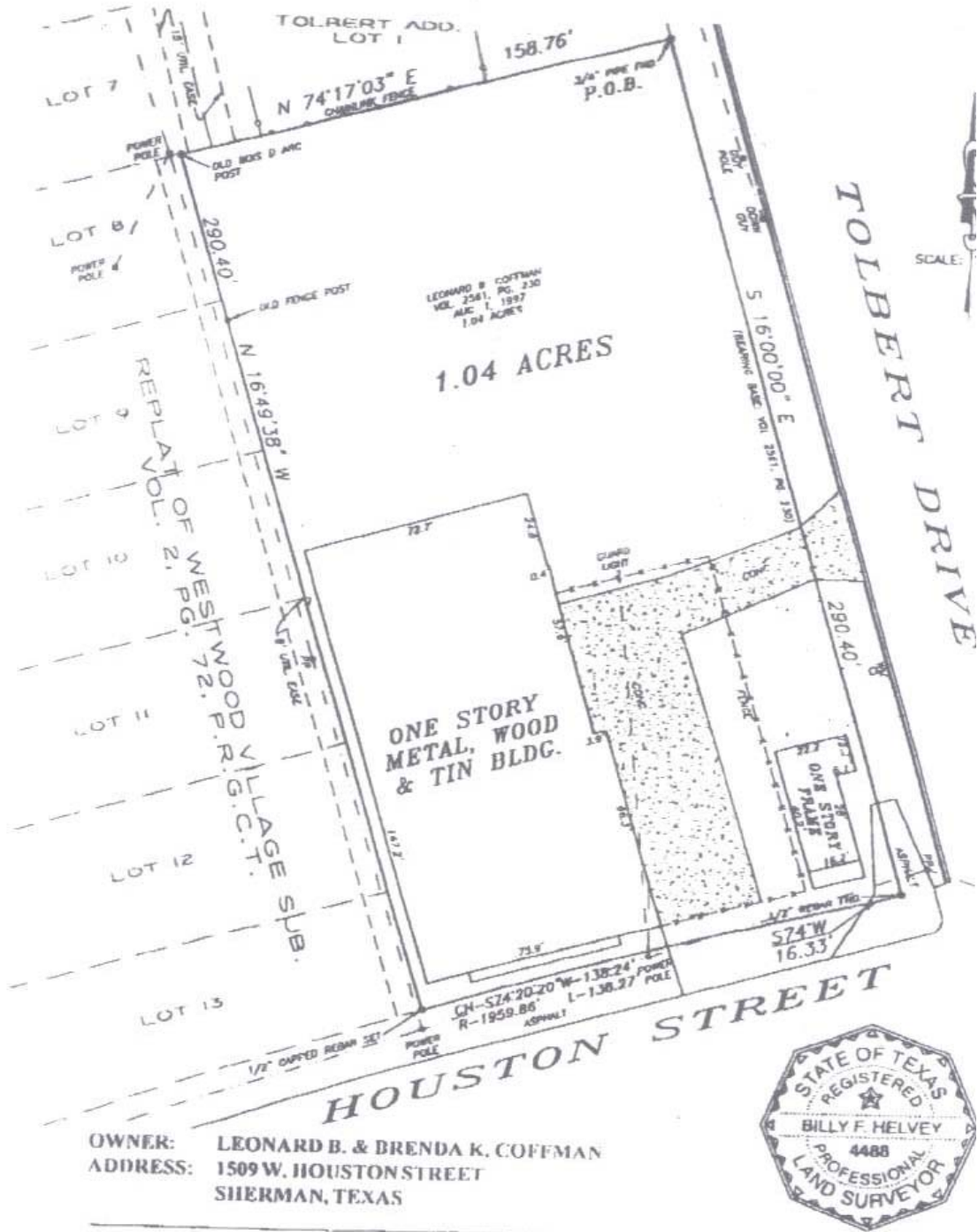
1509 WEST HOUSTON ST. SPECIFIC USE PERMIT

ENGINEERING DEPARTMENT



1509 W. Houston

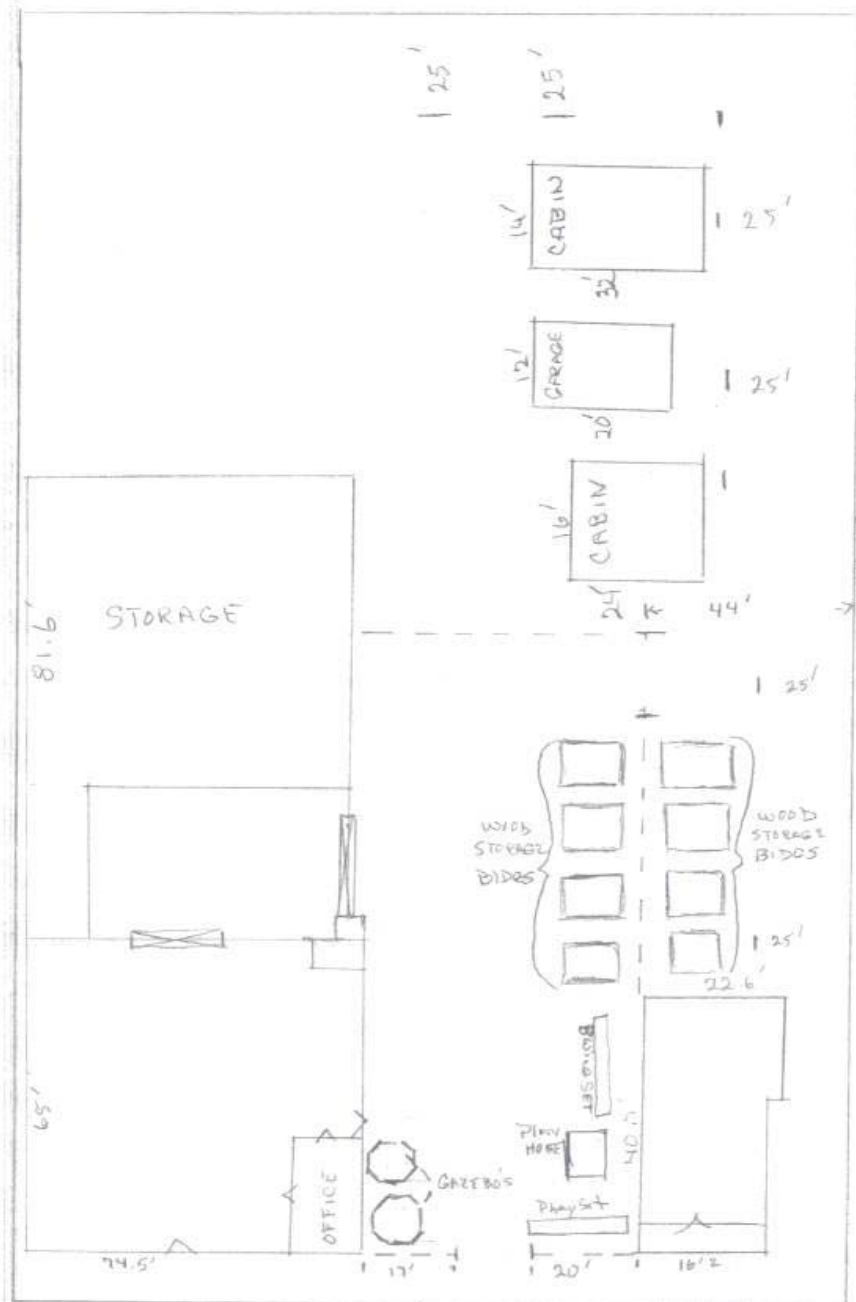


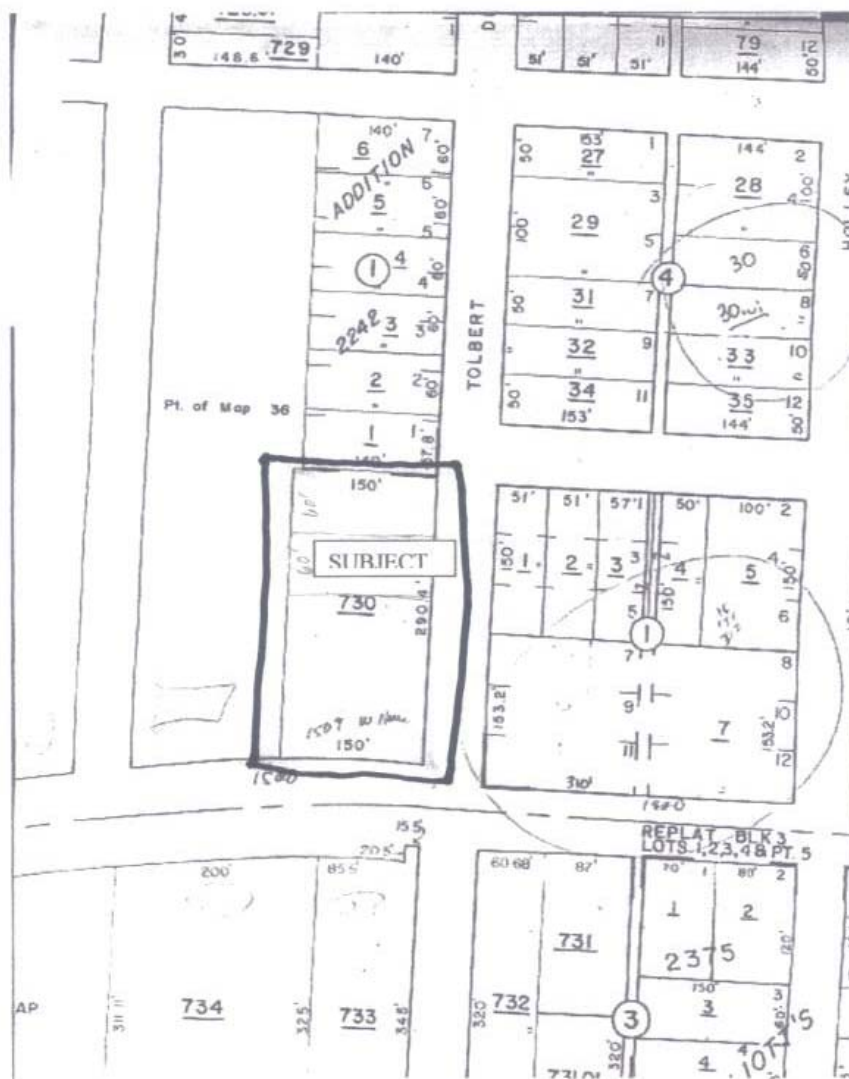


HELVEY AND ASSOCIATES SURVEYING INC.
 222 West Main : Denison, Texas 75020 Phone 903-463-6191 Fax 903-463-4088

I, Billy F. Helvey, Registered Professional Land Surveyor, prepared the above plat from a survey.

Request For Zoning Changes And Exceptions







ix Monthly +
tax

\$ 106.25

\$ 137.73

\$ 175.93

Onsite only

\$ 152.55

\$ 184.72

\$ 182.87

\$ 230.32

m & metal roof.

ies

add 10%

add 15%

add 20%

\$35 / Section

% / \$300 Minimum

\$225



9x9 Gazebo
Shown w/ Benches

Delivery over 100 miles \$3/mile

Wood Fence Removal \$100

Chain Link Fence Re-
moval up to 16' \$150

Tree Trimming \$50/hour

*Onsite Construction 15%

*Within 100 miles of Cleburne, TX
Over 100 miles add \$3/mile



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Gazebos 2007



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Benches

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hingles are
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9x9 Gazebo

w/ Cedar Roof & Screen



12x12 Gazebo

w/Metal Roof

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Manufacturer's Warranty.

PLAY-MOR

Swing Sets

Quality Playsets . . .
Creating Family
Memories



2007 Price List



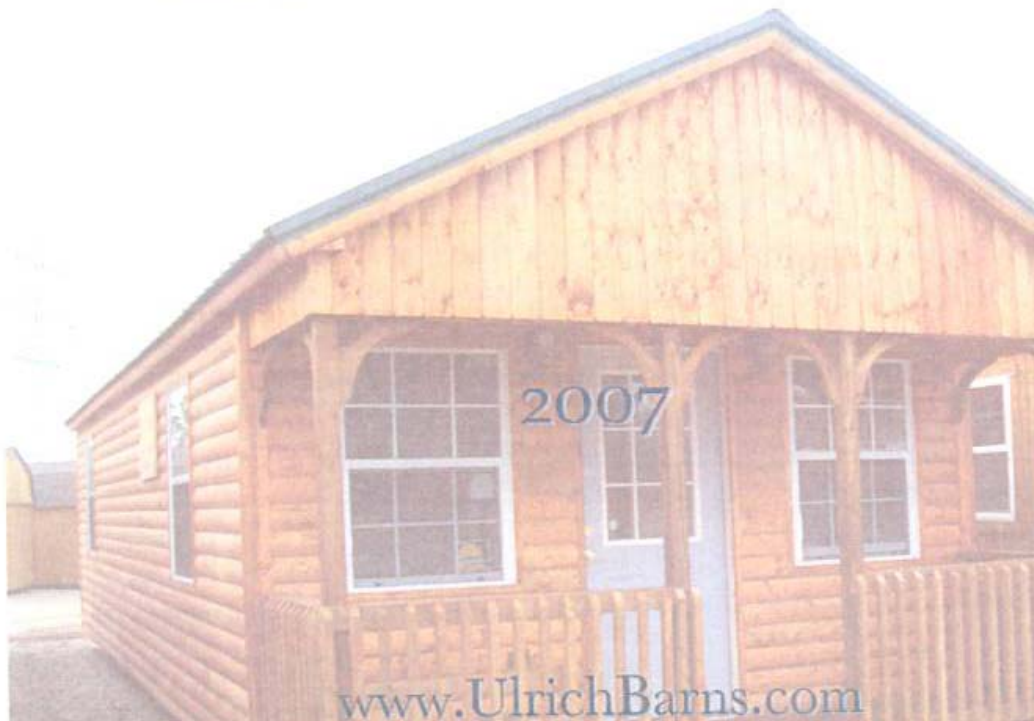
Phone: (888) 674-BARN

www.texasplaymor.com

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LOG CABINS



"Cottage" d Playhouse



Cash Price	Monthly
+ Tax	+ Tax
\$2,495	\$115.51
\$2,899	\$134.21
\$3,349	\$155.05

s, adult door & child's door
n sizes and prices

"Victorian" d Playhouse



Cash Price	Monthly
+ Tax	+ Tax
\$1,675	\$77.55
\$1,890	\$87.50
\$2,079	\$96.25
\$2,369	\$109.68

s, dormer w/ window, adult

"The Hideout" Painted Playhouse



Cash Price	Monthly
+ Tax	+ Tax
8x10 \$1,795	\$83.10
8x12 \$1,995	\$92.36
10x12 \$2,369	\$109.68

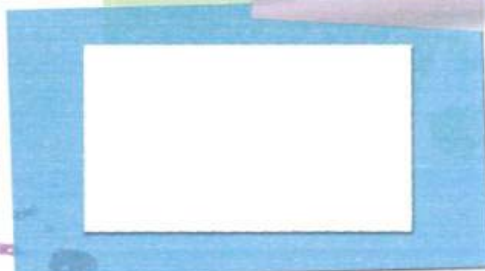
*Comes with 2 windows, adult door & child's door
*Porch & loft included in sizes and prices

Delivery options - All Models

Free Delivery within 100 miles*
Delivery over 100 miles \$3/mile
Onsite 20%
(Within 100 miles of Cleburne, TX. Over 100 miles \$3/mile)

Must have 2' + width of unit in order to access site.

*N/A in all areas. See rep for details.



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Playhouse**

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Free Delivery

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

1509 West Houston Street
Being 1.04 acres in the J.B. McAnair Survey, Abstract No. 763
Specific Use Permit & Site Plan

Requested Action/Proposed Use:

Specific Use Permit and Site Plan Approval to allow model home and storage building sales/displays with distribution in a C-1 (Retail Business) District.

Background

The property is located at the northwest corner of Tolbert Street and West Houston; PAC Furniture. They would like to display gazebos, swing sets, playhouses, storage/accessory buildings, and log cabins outside the business along Tolbert Street and West Houston Street.

Adjacent Zoning:

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

Origination:

Leonard Coffman (Owner)

Master Plan Designation:

Retail/Commercial

Number of notices mailed:

16

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:
Patsy Reeves,
Development Services Secretary

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

February 14, 2008

Leonard Coffman
1509 W. Houston
Sherman, Texas 75092

Dear Applicants,

Your request for approval of a Specific Use Permit and site plan for property located at 1509 West Houston Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. A twenty-five foot (25') setback is required on Houston and Tolbert Streets and a fifteen foot (15') setback is required abutting any residential district.
2. A plat of this property is required.
3. Screening is required adjacent to residentially zoned property.
4. Screened trash receptors are required.
5. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. 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:	George Olson, City Manager	Danny Fuller, Fire Marshal
	Scott Shadden, Director of Development Services	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. B.6

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5520

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to United Rentals (Owners), Jamie Legg (Representative), to Allow One-Yard Capacity Concrete Mixer with a Maximum of Six (6) Trailers as an Accessory Use to Heavy Equipment Sales and Rental in a C-2 (General Commercial) District and the O-1 (75 & 82) Overlay District at 117 U.S. Highway 82 West, being 3.67 acres in the J.B. McAnair Survey, Abstract No. 763; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

Issue

To consider granting a Specific Use Permit to United Rentals (Owners), Jamie Legg (Representative), concerning the property located 117 U.S. Highway 82 West to allow one-yard capacity concrete mixer as an accessory use to heavy equipment sales and rental in a C-2 (General Commercial) District and the O-1 (75 & 82) Overlay District

Background

The property is located on the northwest corner of Travis Street and U.S. Highway 82 West. The owner, United Rentals, would like to offer a one-yard capacity concrete mixer as an accessory use to heavy equipment sales and rental.

Origination

United Rentals (Owners) and Jamie Legg (Representative)

Board Recommendation

At the February 19, 2008 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the staff review letter. Commissioner Plyler abstained from voting on this request.

Attachments

Ordinance No.
Location Map
Photograph
Site Plan
P&Z Communication Form

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5520

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO UNITED RENTALS (OWNERS), JAMIE LEGG (REPRESENTATIVE), TO ALLOW ONE-YARD CAPACITY CONCRETE MIXER WITH A MAXIMUM OF SIX (6) TRAILERS AS AN ACCESSORY USE TO HEAVY EQUIPMENT SALES AND RENTAL IN A C-2 (GENERAL COMMERCIAL) DISTRICT AND THE O-1 (75 & 82) OVERLAY DISTRICT AT 117 U.S. HIGHWAY 82 WEST, BEING 3.67 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763; PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That from and after the passage of this ordinance, United Rentals (Owners) and Jamie Legg (Representative) are granted a Specific Use Permit to allow one yard capacity concrete mixer with a maximum of six (6) trailers as an accessory use to heavy equipment sales and rental in a C-2 (General Commercial) District, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being the same 3.667 acre tract of land conveyed by W.S. Day to W.S. Day, Jr., et ux by deed dated January 3, 1983, recorded in Volume 1632, Page

663, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a set spike nail for the Northeast corner of said 3.667 acre tract at the intersection of the center of a public road known as Pecan Grove Road, the North line of said McAnair Survey, the South line of the John Jennings Survey, Abstract No. 647 with the West right-of-way line of F.M. Highway No 131, (know as Travis Street);

THENCE South 12 deg. 16 min. 00 sec. East, with the West line of said F.M. Highway No. 131, a distance of 117.28 feet to a set ½ inch rebar at the intersection of the West line of said F.M. Highway No. 131 with the North right-of-way line of U.S. Highway No. 82;

THENCE in a Southwesterly direction with the North right-of-way line of U.S. Highway No. 82, the following calls and distances:

South 37 deg. 51 min. 00 sec. West, a distance of 136.90 feet;

With a curve to the left having a radius of 156.00 feet, (chord bears South 20 deg. 00 min. 16 sec. West, 95.60 ft.), a distance of 97.16 feet to the end of said curve;

South 02 deg. 51 min. 00 sec. West, a distance of 77.70 feet;

With a curve to the right having a radius of 54.00 feet (chord bears South 41 deg. 53 min. 33 sec. West, 69.13 ft.), a distance of 75.02 feet;

South 81 deg. 41 min. 00 sec. West, a distance of 260.10 feet to a found ½ inch rebar maintaining the Southeast corner of an 0.754 acre tract of land conveyed by Richard A. Lackey and George Dewey Lackey, Jr. to Clayton Bateman, et ux by deed dated May 30, 1978, recorded in Volume 1436, Page 282, Deed Records, Grayson County, Texas, from which a found concrete right-of-way monument bears South 81 deg. 41 min. West, a distance of 14.6 feet;

THENCE North 06 deg. 31 min. 01 sec. West, a distance of 238.41 feet to the Northeast corner of said 0.754 acre tract, from which a chain link fence corner post bears North 16 deg. 50 min. West, a distance of 2.97 feet;

THENCE South 89 deg. 57 min. 22 sec. West, a distance of 127.15 feet to a found ½ inch rebar maintaining the Northwest corner of said 0.754 acre tract on the East line of a public road known as Hickory Street;

THENCE North 00 deg. 04 min. 00 sec. East, with the East line of Hickory Street, a distance of 105.86 feet to a set spike nail in the center of the above mentioned Pecan Grove Road, and on the North line of said McAnair Survey, the South line of said Jennings Survey;

THENCE North 75 deg. 54 min. 29 sec. East, with the center of said Pecan Grove Road, the North line of said McAnair Survey, the South line of said Jennings Survey, a distance of 556.69 feet to the place of beginning and containing 3.666 ACRES OF LAND or 159, 695 SQUARE FEET OF LAND more or less.....

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

1. All aspects of the O-1 Overlay (75-82) District shall be followed.
2. The name "Pecan Grove Road" should be corrected on site plan to read "Canyon Grove Road".
3. Discharge of wastewater into surface water (via run-off, storm drains, rivers, creeks, waterways, etc) is prohibited.
4. Contact should be made with the City of Sherman Lab regarding process wastewater discharge to the public sewer system.
5. A Stormwater Pollution Prevention Plan (SWP3) should be submitted to the City of Sherman.
6. Proper disposal of accumulated waste/hazardous waste is required.
7. Dust emissions should be minimized.
8. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

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

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

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

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

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

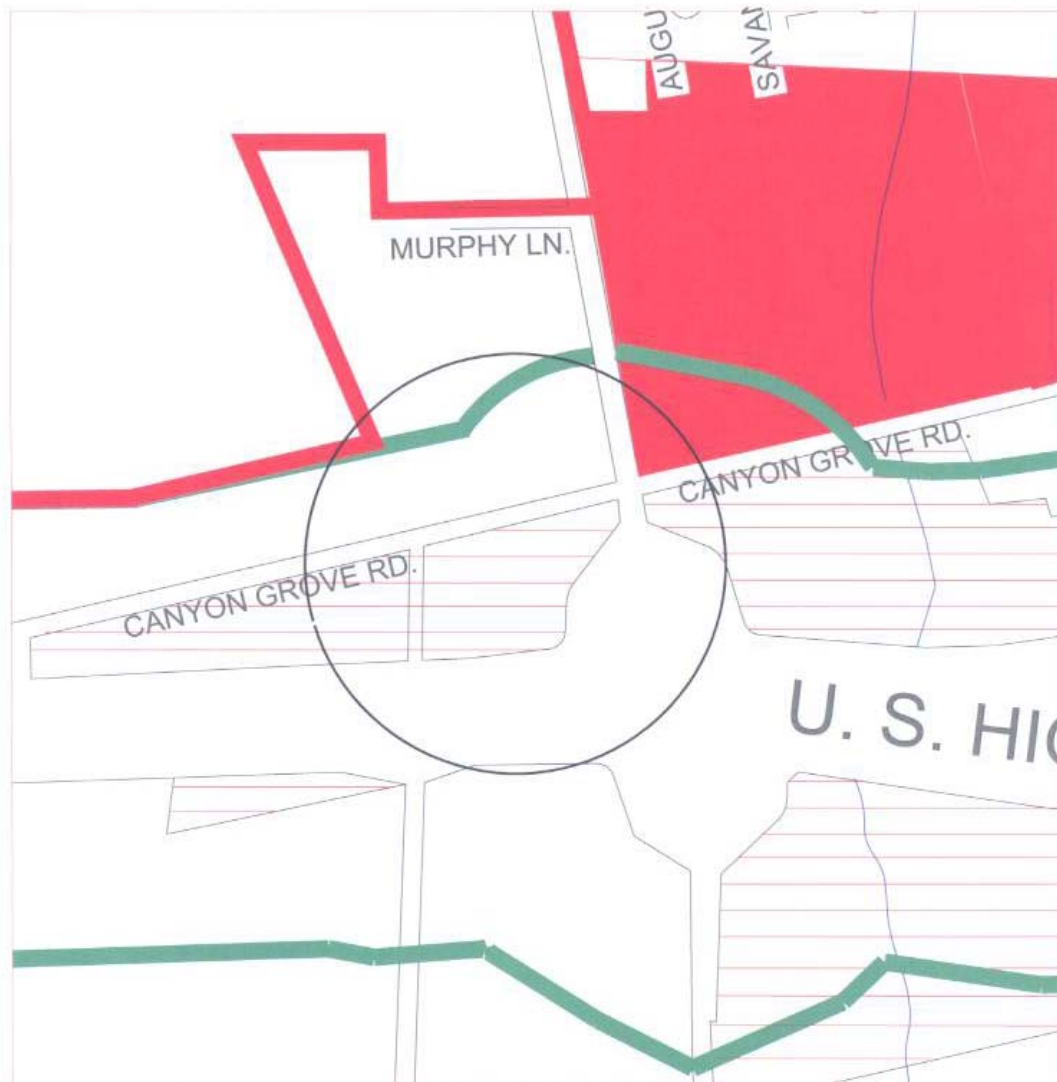
BY: _____
BILL MAGERS, MAYOR

ATTEST:

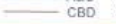
BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY



LEGEND

	R-A	SINGLE FAMILY AGRICULTURAL DISTRICT		M-2	HEAVY MANUFACTURING DISTRICT
	SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT		M-H	MANUFACTURED HOUSING DISTRICT
	R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT			BLALOCK INDUSTRIAL PARK
	R-2	MULTI-FAMILY RESIDENTIAL DISTRICT		O-1	OVERLAY DISTRICT - 75 & 82
	C-1	RETAIL BUSINESS DISTRICT		O-1.1	OVERLAY DISTRICT - 1417
	C-2	GENERAL COMMERCIAL DISTRICT		O-1.2	OVERLAY DISTRICT - SAM RAYBURN FREEWAY
	C-O	OFFICE DISTRICT		CPO	COLLEGE PARK OVERLAY
	M-1	LIGHT MANUFACTURING DISTRICT		A&C	ARTS & CULTURAL OVERLAY DISTRICT
	M-1.5	MEDIUM MANUFACTURING DISTRICT		CBD	CENTRAL BUSINESS DISTRICT



117 U S HWY 82 WEST SPECIFIC USE PERMIT

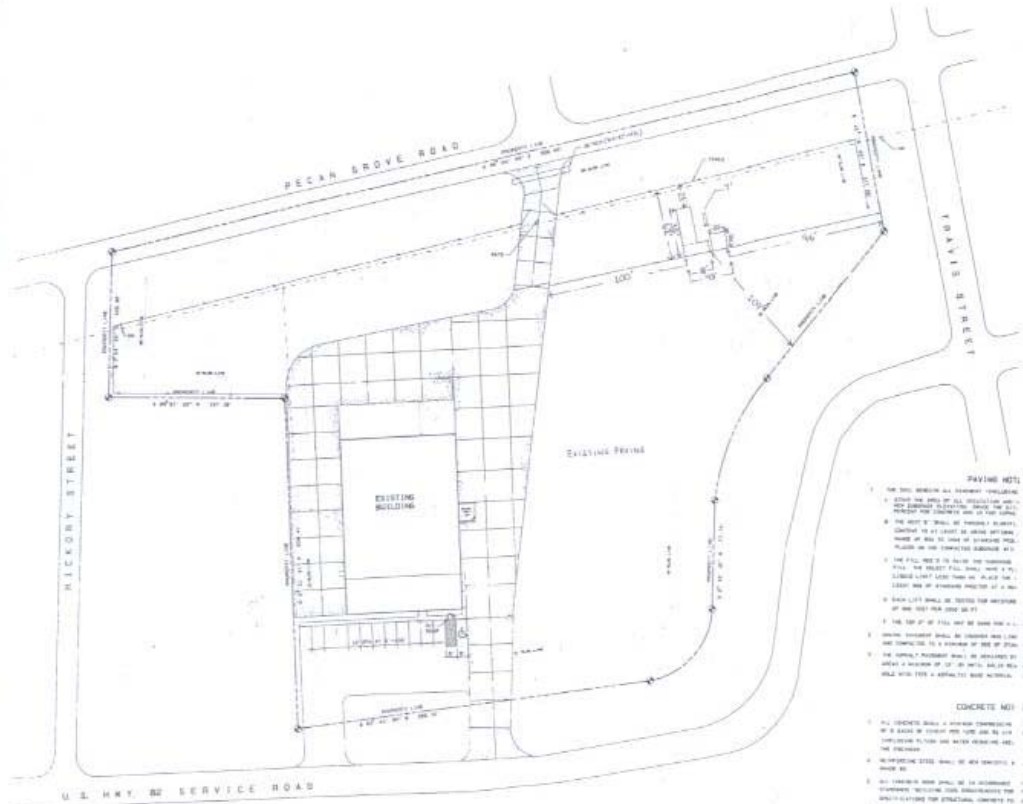
ENGINEERING DEPARTMENT





117 Hwy 82 W.





SITE PLAN

SCALE 1"=40'



- PAVING NOTES**
1. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA.
 2. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA.
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 5. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA.
 6. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA.
 7. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA.
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 9. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA.
 10. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA.

- CONCRETE NOTES**
1. ALL CONCRETE SHALL BE 4" THICK WITH A MINIMUM OF 4" REINFORCING BARS. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA.
 2. ALL CONCRETE SHALL BE 4" THICK WITH A MINIMUM OF 4" REINFORCING BARS. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA.
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 8. ALL CONCRETE SHALL BE 4" THICK WITH A MINIMUM OF 4" REINFORCING BARS. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA.
 9. ALL CONCRETE SHALL BE 4" THICK WITH A MINIMUM OF 4" REINFORCING BARS. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA.
 10. ALL CONCRETE SHALL BE 4" THICK WITH A MINIMUM OF 4" REINFORCING BARS. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA.

NOTES

1. ALL CONCRETE SHALL BE 4" THICK WITH A MINIMUM OF 4" REINFORCING BARS. THE TOTAL MINIMUM AS PAVED SURFACE SHALL BE 10' WIDE BY 10' DEEP TO BE USED AS A DRIVEWAY OR PARKING AREA.
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U.S. RENTALS
 1000 N. 10TH STREET
 SUITE 100
 FARGO, ND 58103
 PHONE: 701.785.1234
 FAX: 701.785.1235

U.S. RENTALS
 1000 N. 10TH STREET
 SUITE 100
 FARGO, ND 58103
 PHONE: 701.785.1234
 FAX: 701.785.1235

U.S. RENTALS
 1000 N. 10TH STREET
 SUITE 100
 FARGO, ND 58103
 PHONE: 701.785.1234
 FAX: 701.785.1235

U.S. RENTALS
 1000 N. 10TH STREET
 SUITE 100
 FARGO, ND 58103
 PHONE: 701.785.1234
 FAX: 701.785.1235





City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

117 U.S. Highway 82 West
Being 3.67 acres in the J.B. McAnair Survey, Abstract No. 763
Specific Use Permit & Site Plan

Requested Action/Proposed Use:

Specific Use Permit and Amendment to Site Plan Approval to allow one yard capacity concrete mixer as an accessory use to heavy equipment sales and rental in a C-2 (General Commercial) District and the O-1 (75 & 82) Overlay District.

Background

The property is located on the northwest corner of Travis Street and U.S. Highway 82 West. The owner, United Rentals, would like to offer a one yard capacity concrete mixer as an accessory use to heavy equipment sales and rental

Adjacent Zoning:

C-2 (General Commercial) District and R-1 (One Family Residential) District

Origination:

United Rentals (Owners) and Jamie Legg (Representative)

Master Plan Designation:

Retail/Commercial

Number of notices mailed:

7

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:
Patsy Reeves,
Development Services Secretary

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

February 14, 2008

United Rentals
5 Terri Lane, Ste. 1
Burlington, NJ 08016

Jamie Legg
117 Hwy. 82 West
Sherman, Texas 75092

Dear Applicants,

Your request for approval of a Specific Use Permit and site plan for property located at 117 U.S. Highway 82 West has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. All aspects of the O-1 Overlay (75-82) District shall be followed.
2. The name "Pecan Grove Road" should be corrected on site plan to read "Canyon Grove Road".
3. Discharge of wastewater into surface water (via run-off, storm drains, rivers, creeks, waterways, etc) is prohibited.
4. Contact should be made with the City of Sherman Lab at 903-892-7256 regarding process wastewater discharge to the public sewer system.
5. A Stormwater Pollution Prevention Plan (SWP3) should be submitted to the City of Sherman, you may contact Jessica Perkins at 903-813-8866.
6. Proper disposal of accumulated waste/hazardous waste is required.
7. Dust emissions should be minimized.
8. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. 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: George Olson, City Manager
 Scott Shadden, Director of Development Services
 Doreen E. McGookey, City Attorney
 Rita Gaither, Development Coordinator

 Danny Fuller, Fire Marshal
 Jeff Miller, Director of Public Works
 James Shankles, Jr., P.E., City Engineer



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. B.7

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5521

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 115 East College Street, being 0.158 acres in the J.B. McAnair Survey, Abstract No. 763 (Ted and Pamela Hoeller, Owners; Steve Graham, Representative)

Issue

To consider the request of Ted and Pamela Hoeller (Owners) and Steve Graham (Representative) concerning the property at 115 East College Street to change the zoning from an R-1 (One Family Residential) District to a C-1 (Retail Business) District

Background

The property is located on East College Street between Travis and Walnut Streets. The owners would like to change the zoning to a C-1 (Retail Business) District for Anchor Technology, a computer, networking and maintenance use. The existing residence will be brought up to code for commercial; and they would like to add a 30' x 40' addition to the rear of the property. Six parking spaces will be provided in the rear of the property; and an additional three will provided along the side.

Origination

Ted and Pamela Hoeller (Owners) and Steve Graham (Representative)

Board Recommendation

At the February 19, 2008 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the zone change be approved.

Attachments

Ordinance No. 5521
Location Map
Photograph
Site Plan
P&Z Communication Form

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager\

ORDINANCE NO. 5521

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT AT 115 EAST COLLEGE STREET, BEING 0.158 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (TED AND PAMELA HOELLER, OWNERS; STEVE GRAHAM, REPRESENTATIVE); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That from and after the passage of this ordinance, the following described property shall be in the C-1 (Retail Business) District at 115 East College Street, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the City of Sherman, Grayson County, Texas, being a part of the J.B. McAnair Survey, Abstract No. 763,, and being the same tract of land conveyed by Ramona McCowan to James McCowan and Mary McCowan by deed dated October 22, 2001, recorded in Volume 3145, Page 577, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 1" steel rod found maintaining the Northwest corner of the said McCowan tract in the South line of a public street locally known as Piner Evans Avenue, said rod also maintaining the Northeast corner of the 0.17 acre tract of land conveyed by James C. Nowlin et ux to Richard A. Pelley by deed dated November 25, 1992, recorded in Volume 2243, Page 403, Real Property Records, Grayson County, Texas;

THENCE North 74° 55' 08" East with said South line of Piner Evans Avenue a distance of 50.39 feet to a ½" steel rod found (disturbed) maintaining the Northeast corner of the said McCowan tract;

THENCE South 16° 00' 00" East a distance of 137.38 feet to a ½" steel rod found maintaining the Southeast corner of the said McCowan tract in the North line of College Street;

THENCE South 75° 55' 29" West with said North line of College Street a distance of 50.41 feet to a 1" steel rod found maintaining the Southwest corner of the said McCowan tract;

THENCE North 16° 00' 00" West a distance of 136.50 feet to the Point-of-Beginning and containing 0.158 acres of land.....

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

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

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

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY



LEGEND

R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	M-2	HEAVY MANUFACTURING DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	M-H	MANUFACTURED HOUSING DISTRICT
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT	O-1	BLALOCK INDUSTRIAL PARK OVERLAY DISTRICT - 75 & 80
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT	O-1.1	OVERLAY DISTRICT - 1417
C-1	RETAIL BUSINESS DISTRICT	O-1.2	OVERLAY DISTRICT - SAM RAYBURN
C-2	GENERAL COMMERCIAL DISTRICT	CPO	COLLEGE PARK OVERLAY DISTRICT
C-O	OFFICE DISTRICT	A&C	ARTS & CULTURAL OVERLAY DISTRICT
M-1	LIGHT MANUFACTURING DISTRICT	CBD	CENTRAL BUSINESS DISTRICT
M-1.5	MEDIUM MANUFACTURING DISTRICT		



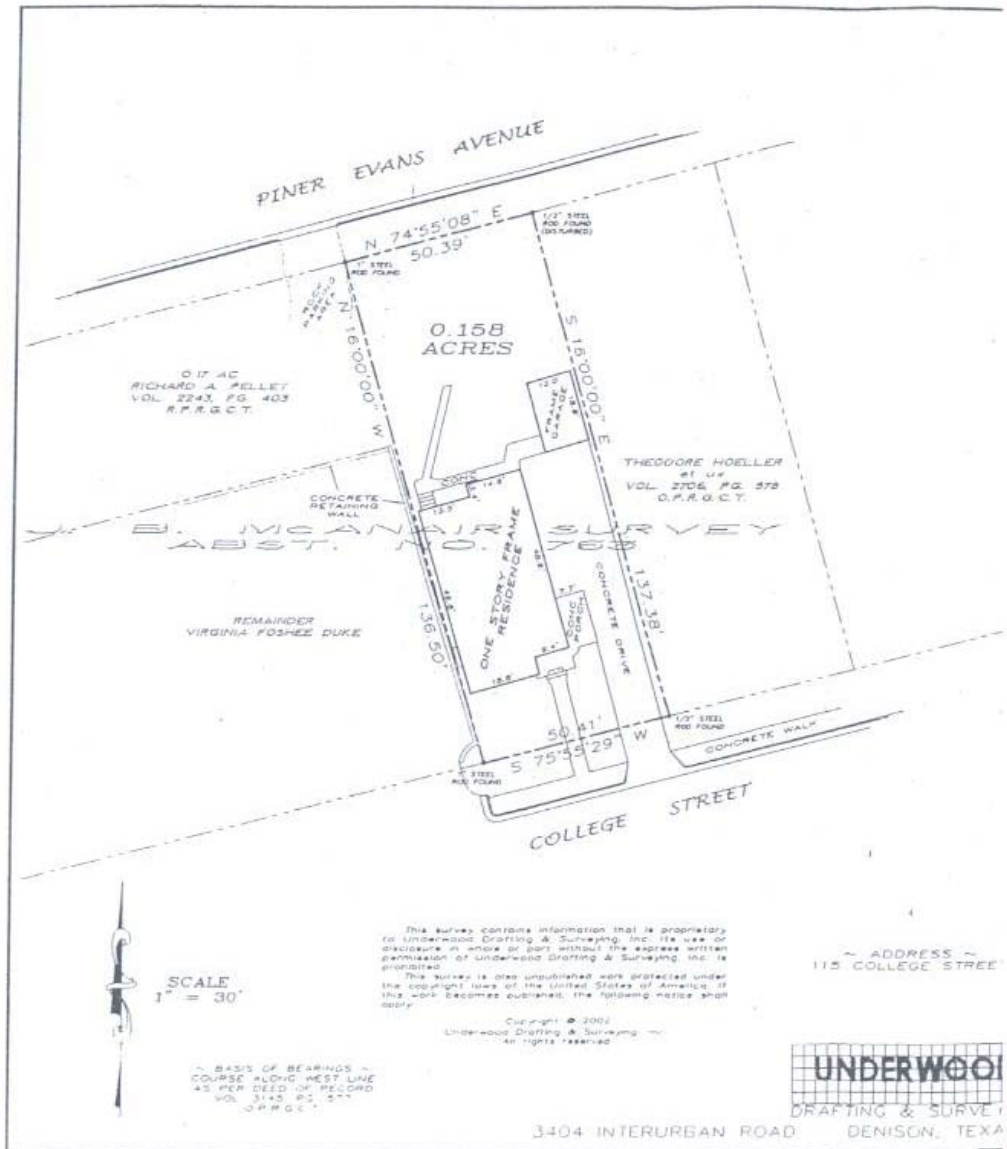
115 EAST COLLEGE ST. ZONE CHANGE & SITE PLAN

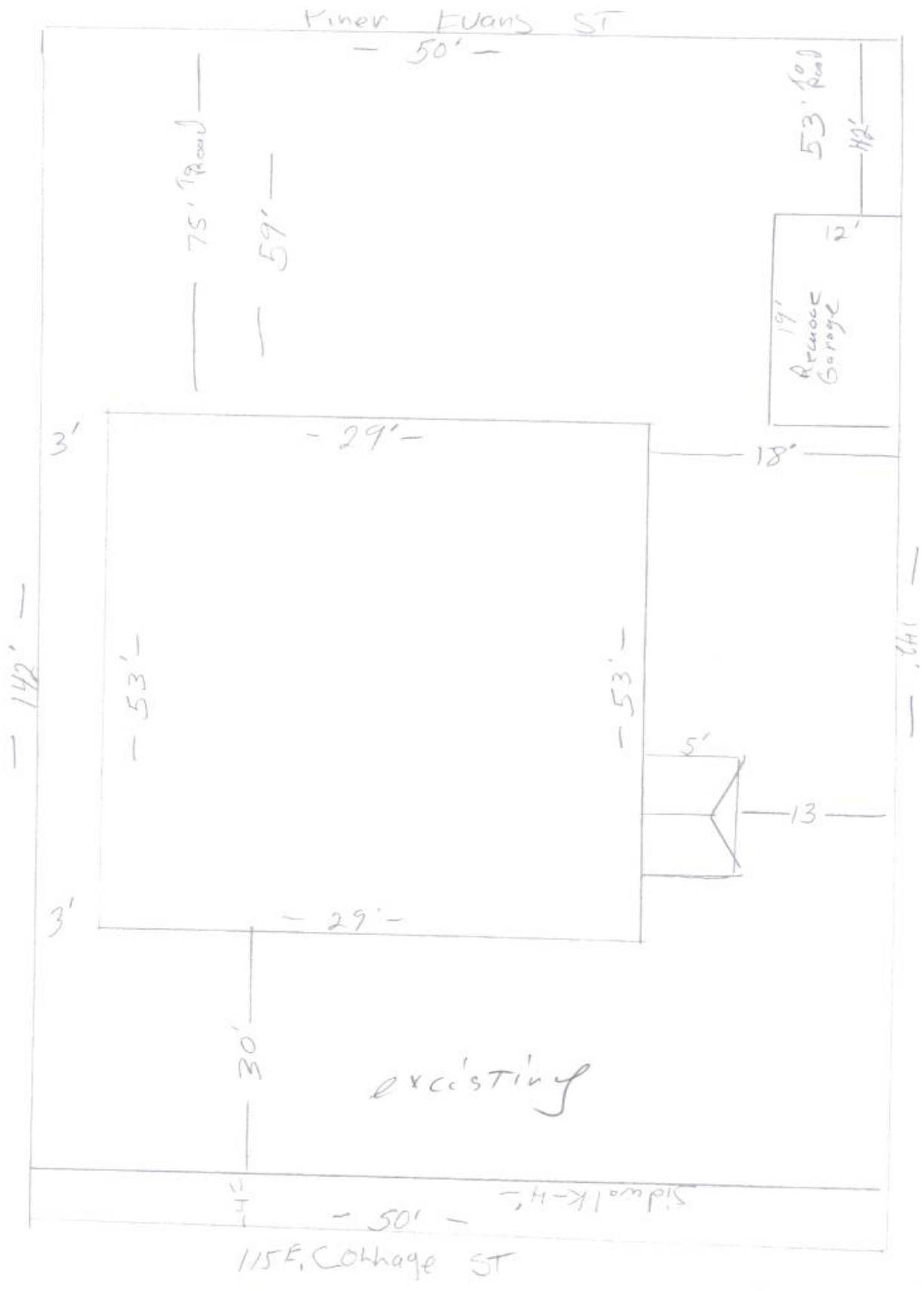
ENGINEERING DEPARTMENT



115 E. College







City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

115 East College Street
Being 0.158 acres in the J.B. McAnair Survey, Abstract No. 763
Zone Change & Site Plan

Requested Action/Proposed Use:

Zone Change and site plan approval from an R-1 (One Family Residential) District to a C-1 (Retail Business) District.

Background

The property is located on East College Street between Travis and Walnut Streets. The owners would like to change the zoning to a C-1 (Retail Business) District for Anchor Technology, a computer, networking and maintenance use. The existing residence will be brought up to code for commercial and they would like to add a 30' X 40' addition to the rear of the property. Six parking spaces will be provided in the rear of the property and an additional three will be provided along the side.

Adjacent Zoning:

C-1 (Retail Business) District, R-1 (One Family Residential) District and R-2 (Multi-Family Residential) District

Origination:

Ted and Pamela Hoeller (Owners) and Steve Graham (Representative)

Master Plan Designation:

Retail/Commercial

Number of notices mailed:

12

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:
Patsy Reeves,
Development Services Secretary

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

February 14, 2008

Ted & Pamela Hoeller
PO Box 2563
Sherman, Texas 75091

Steve Graham
731 S. Mirick
Denison, TX 75021

Dear Applicants,

Your request for approval of a zone change and site plan for property located at 115 East College Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. May use residential cart style collection or a screened trash receptor is required.
2. If removed, the existing sidewalk must be replaced.
3. Permit is required to reconstruct existing driveway approach. The drive approach shall be constructed according to City of Sherman standards and inspected by the Engineering Department.
4. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. 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 Rita Gaither at 903-892-7212 prior to the meeting.

Respectfully,

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

CC: George Olson, City Manager
Scott Shadden, Director of Development Services
Doreen E. McGookey, City Attorney
Rita Gaither, Development Coordinator

Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works
James Shankles, Jr., P.E., City Engineer



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. B.8

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5522
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties
within the R-1 (One Family Residential) District at 504 South Walnut Street
(First Baptist Church, Owners; Habitat for Humanity, Prospective Owner)

Issue

Considering the request of First Baptist Church (Owners), Vern Harris (Representative), and Habitat for Humanity (Prospective Owner) concerning the property located at 504 South Walnut Street

Background

The property is located on South Walnut Street between Cherry and King Streets. The area has been used for overflow parking for First Baptist Church. First Baptist Church would like to donate the property to Habitat for Humanity to construct a single family residence at this location.

Origination

First Baptist Church (Owners), Vern Harris (Representative), and Habitat for Humanity (Prospective Owner)

Board Recommendation

At the February 19, 2008 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the zone change be approved.

Attachments

Ordinance No. 5522

Location Map

Photograph

Site Plan

P&Z Communication Form

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5522

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 504 SOUTH WALNUT STREET (FIRST BAPTIST CHURCH, OWNERS; HABITAT FOR HUMANITY, PROSPECTIVE OWNER); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That from and after the passage of this ordinance, the following described property shall be in the R-1 (One Family Residential) District at 504 South Walnut Street, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the City of Sherman, County of Grayson, Texas, and being a part of the Samuel Blagg Survey, Abstract No. 56 and being described as follows:

BEGINNING at a point on the West side of Walnut Street, 176 feet South of the Northeast corner of the R.A. King original homestead lot or block;

THENCE, South with said Walnut Street 85 feet to a stake for a corner;

THENCE, West a right angles with said Street 150 feet to a stake for a corner;

THENCE, North at right angles 85 feet;

THENCE East at right angles 150 feet to the place of beginning, containing 85 X 50 feet of land, more or less, and being the same property described in deed from Homes Owners' Loan Corporation to Hiram Hubbard Barrett and wife, Stella Barrett, dated January 22, 1944, recorded in Vol. 450, Pg. 242 Deed Records, Grayson County, Texas, and being known locally as 504 S. Walnut Street, Sherman, Texas.

BEING the same property described in Deed recorded in Vol. 2838, Pg. 225, Deed Records of Grayson County, Texas

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

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

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

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

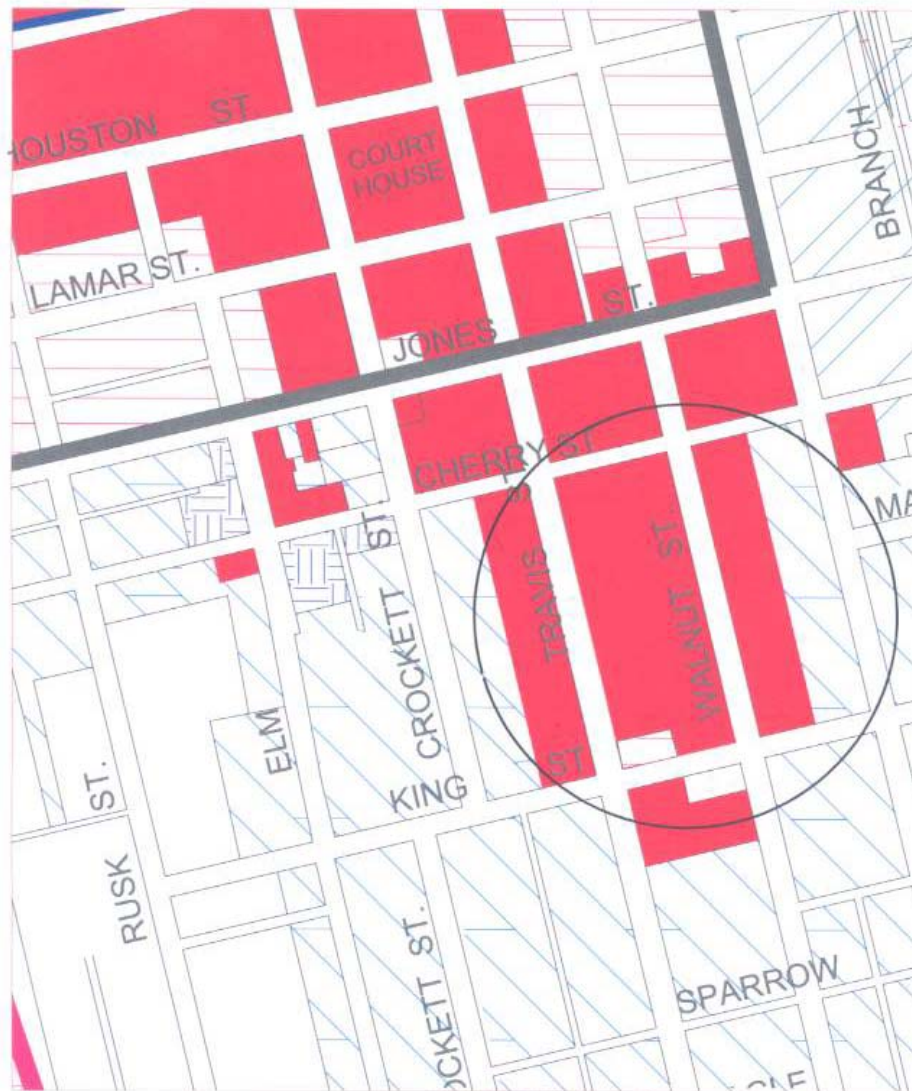
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY



LEGEND

	R-A	SINGLE FAMILY AGRICULTURAL DISTRICT		M-2	HEAVY MANUFACTURING DISTRICT
	SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT		M-H	MANUFACTURED HOUSING DISTRICT
	R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT		O-1	OVERLAY DISTRICT - 75 & 8
	R-2	MULTI-FAMILY RESIDENTIAL DISTRICT		O-1.1	OVERLAY DISTRICT - 1417
	C-1	RETAIL BUSINESS DISTRICT		O-1.2	OVERLAY DISTRICT - SAM R
	C-2	GENERAL COMMERCIAL DISTRICT		CPO	COLLEGE PARK OVERLAY DISTRICT
	CO	OFFICE DISTRICT		A&C	ARTS & CULTURAL OVERLAY DISTRICT
	M-1	LIGHT MANUFACTURING DISTRICT		CBD	CENTRAL BUSINESS DISTRICT
	M-1.5	MEDIUM MANUFACTURING DISTRICT			



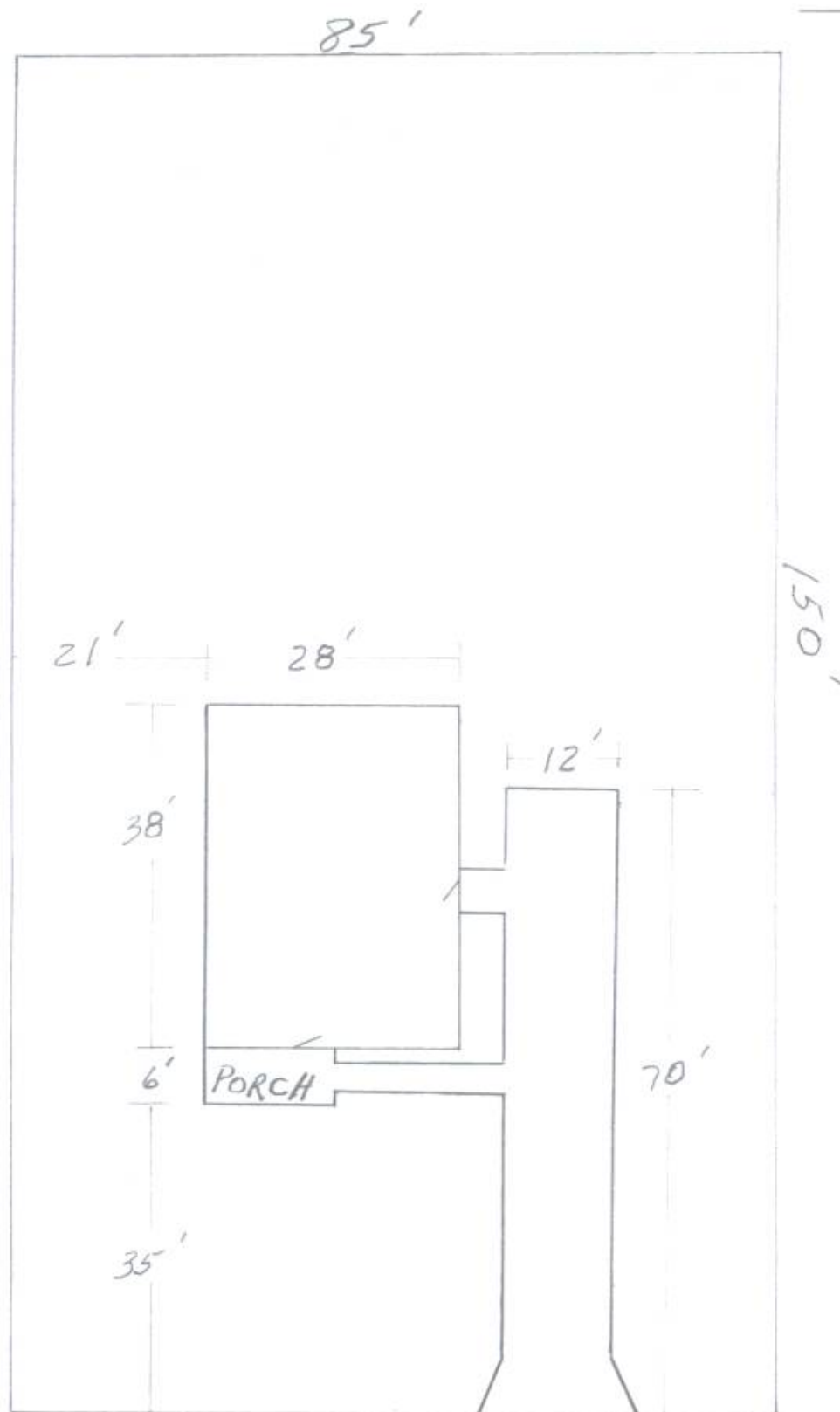
504 SOUTH WALNUT ST. ZONE CHANGE & SITE PLAN

ENGINEERING DEPARTMENT

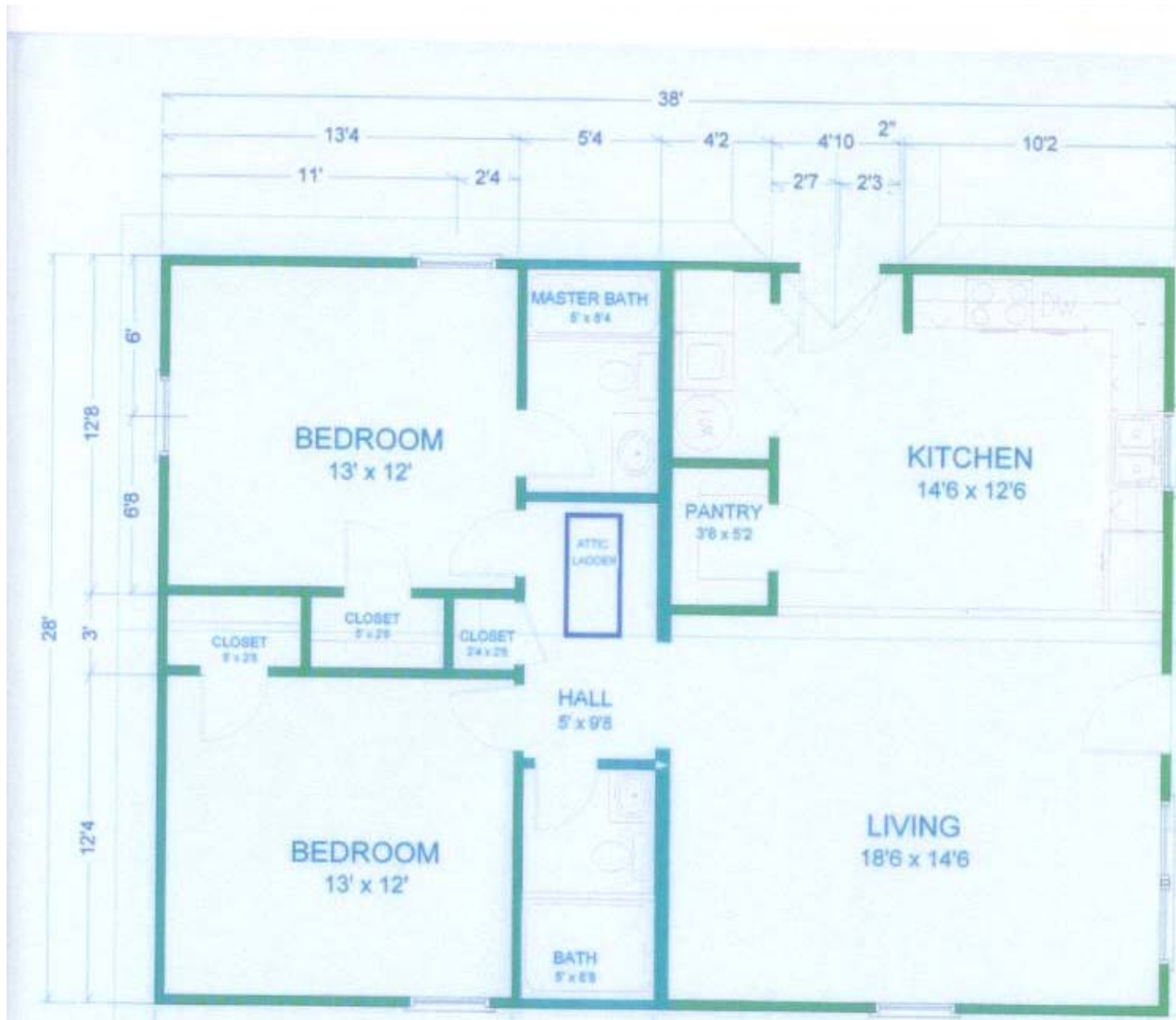


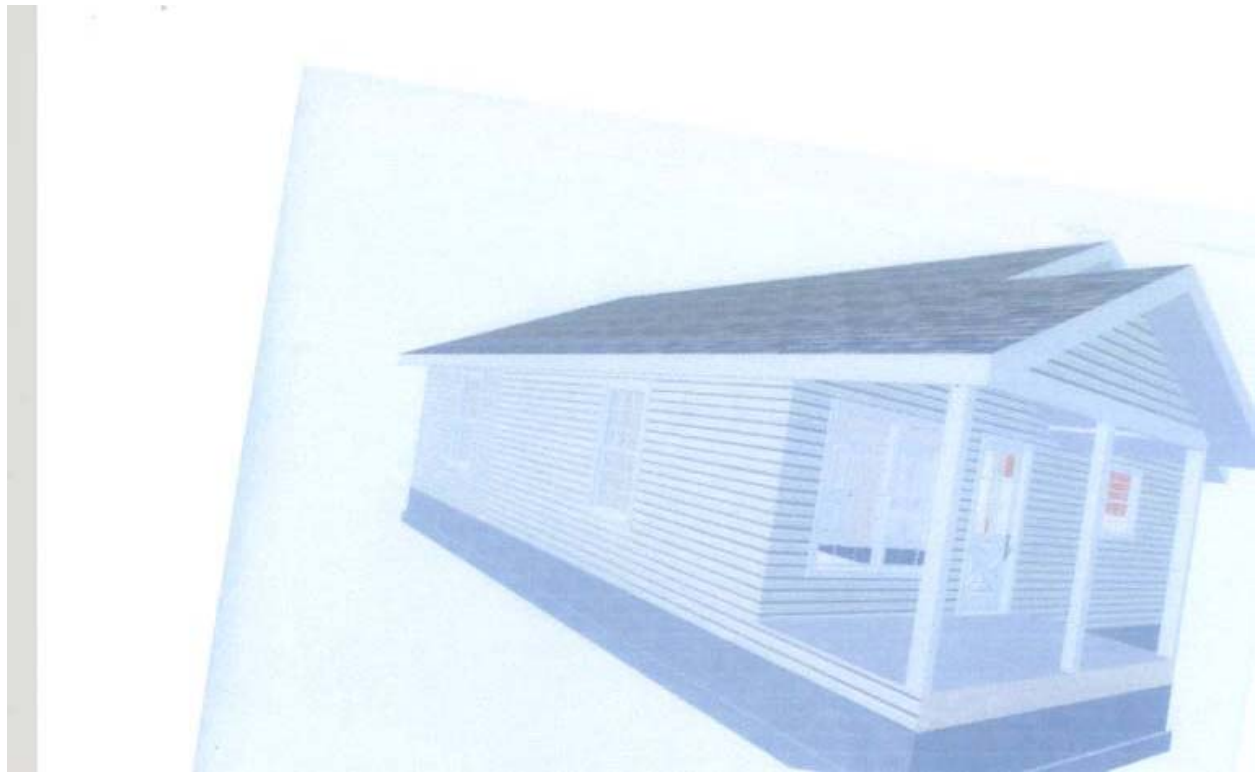
504 S. Walnut





500 BLOCK S, WALNUT





City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

504 South Walnut Street
Being 0.29 Acres in the Samuel Blagg Survey, Abstract No. 56
Zone Change & Site Plan

Requested Action/Proposed Use:

Zone Change and site plan approval from a C-1 (Retail Business) District to an R-1 (One Family Residential) District.

Background

The property is located on South Walnut Street between Cherry and King Streets. The area has been used for overflow parking for First Baptist Church. First Baptist Church would like to donate the property to Habitat for Humanity to construct a single family residence at this location.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

First Baptist Church (Owners), Vern Harris (Representative) and Habitat for Humanity (Prospective Owner)

Master Plan Designation:

Residential

Number of notices mailed:

13

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:
Patsy Reeves,
Development Services Secretary

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

February 14, 2008

First Baptist Church
400 S. Travis
Sherman, Texas 75090

Vern Harris
400 S. Travis
Sherman, Texas 75090

Dear Applicants,

Your request for approval of a zone change and site plan for property located at 504 South Walnut Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. It is recommended that the lot be graded to ensure that storm water runoff does not flow to an adjacent lot.
2. A permit is required for the construction of a driveway on Walnut Street. The driveway shall be constructed to the standards of the City of Sherman and shall be inspected by the Engineering Department.
3. If removed, the existing sidewalk must be replaced.
4. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. 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 Rita Gaither at 903-892-7212 prior to the meeting.

Respectfully,

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

CC:	George Olson, City Manager	Danny Fuller, Fire Marshal
	Scott Shadden, Director of Development Services	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. B.9

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers:

5515, 5516, 5517, 5518, 5519, 5520, 5521, and 5522

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5515

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2008", Specifying the Terms and Features of Said Certificates; Providing for the Payment of Said Certificates of Obligation by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and a Limited Pledge of the Net Revenues from the Operation of the City's Combined Waterworks and Sewer System; Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Certificates, Including the Approval and Execution of a Paying Agent/Registrar Agreement and a Purchase Agreement

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5516

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Larry Cox (Owner) to Allow a Two-Family Dwelling (Duplex) in an R-1 (One Family Residential) District at 1200 South Throckmorton Street, being Lot 1, Block 1 of the Replat of Lots 5 thru 7 and Part of Lot 8, Block 4, W.D. Fitch Subdivision; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5517

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Texoma Development, Inc. (Owners), Boothe Enterprises (Developer), and Sartin and Associates (Surveyors) to Allow Three Duplexes in an R-1 (One Family Residential) District in the 1300 Block of West Lamar Street and the 100 Block of South Holly Street, being Future Lots 8R, 9R and 10R, Block 2 of the Replat of the North One-Half of Lot 8, and all of Lots 9 and 10, Block 2, W. Elliott's Gray's Hill Addition; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5518

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Robert Tate and NewCrest Hotels, Ltd. (Owners), Danny Patel (Representative), and Underwood Drafting and Surveying, Inc. (Surveyors) to Allow a Hotel in a C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District in the

2900 Block of U.S. Highway 75 North, being 1.55 acres in the J.B. McAnair Survey, Abstract No. 763 and all of Lots 1 & 2, Block 1 of Holiday Inn Sherman, a Replat of Texoma Hospitality Addition; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.5 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5519

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Leonard Coffman (Owner) to Allow Model Home and Storage Building Sales/Displays with Distribution in a C-1 (Retail Business) District at 1509 West Houston Street, being 1.04 acres in the J.B. McAnair Survey, Abstract No. 763; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.6 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5520

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to United Rentals (Owners), Jamie Legg (Representative), to Allow One-Yard Capacity Concrete Mixer with a Maximum of Six (6) Trailers as an Accessory Use to Heavy Equipment Sales and Rental in a C-2 (General Commercial) District and the O-1 (75 & 82) Overlay District at 117 U.S. Highway 82 West, being 3.67 acres in the J.B. McAnair Survey, Abstract No. 763; Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000

B.7 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5521

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 115 East College Street, being 0.158 acres in the J.B. McAnair Survey, Abstract No. 763 (Ted and Pamela Hoeller, Owners; Steve Graham, Representative)

B.8 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5522

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 504 South Walnut Street (First Baptist Church, Owners; Habitat for Humanity, Prospective Owner)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. B.10

CONSENT AGENDA

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

C.2 * RESOLUTION NO. 5172

Authorizing Execution of an Interlocal Agreement with the North Central Texas Fusion System

C.3 * RESOLUTION NO. 5173

Authorizing the Purchase from Bob Utter Ford of a Utility Truck Chassis for the Water Production Department

C.4 * RESOLUTION NO. 5174

Authorizing Execution of a Professional Services Agreement with Timothy L. Morris, P.E. d/b/a Morris Engineers for the Design of the Highland Avenue Water Line Replacement between McGee Street and Taylor Street

C.6 * RESOLUTION NO. 5176

Approving the Greater Texoma Utility Authority's Intention to Enter into an Agreement with B. Bray Construction Co., Inc. for Replacement of the Hillcrest Drive Water Main between Ricketts Street and Sunset Avenue

C.7 * RESOLUTION NO. 5177

Authorizing the Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 613 South Vaden Street

C.8 * RESOLUTION NO. 5178

Authorizing the Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 709 East Sycamore Street

C.9 * RESOLUTION NO. 5179

Authorizing the Execution of an Agreement with Barton Capital, LTD for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 713 East Sycamore Street

D.1 * OTHER BUSINESS

Replat Approval of the NewCrest Addition, a Replat of Lots 1 and 2, Block 1 of Holiday Inn Sherman and Lot 2, Block 1 of the Replat of Lot Three, Block 1 of the Action-75 Addition, being 1.55 acres in the J. B. McAnair Survey, Abstract No. 763; Robert Tate and NewCrest Hotels, Ltd., Owners (2900 Block of U.S. Highway 75 North)

D.2 * OTHER BUSINESS

Final Plat Approval of Veteran's No. 1 Addition, being 1.812 acres in the Fleming Jennings Survey, Abstract No. 638; Mike Bernard, Owner (2900 Block of U.S. Highway 82 East)

D.3 * OTHER BUSINESS

Replat Approval of the North One-Half of Lot 8, and all of Lots 9 and 10, Block 2 of W. Elliott's Gray's Hill Addition, being 0.43 acres in the J.B. McAnair Survey, Abstract No. 763; Texoma Development, Inc., Owners (1300 Block of West Lamar Street and 100 Block of South Holly Street)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. C.1

RESOLUTION NO. 5171

Adopting and Promoting the “Less Tears...More Years”™ Campaign and Urging Representatives of the Texas Legislature to Address the Problem of Teenage Traffic Fatalities in Texas

Issue

Car crashes are now the leading cause of death for young people between the ages of fifteen (15) and nineteen (19). The National Highway Traffic Safety Administration characterizes the problem of teenage traffic fatalities as an epidemic.

Background

In June 2007, concerned citizens of Pottsboro, along with local, county and state officials, met to address the high number of teen deaths in the Pottsboro area due to traffic crashes. It was through the collaboration of these concerned groups that the “Less Tears...More Years”™ Campaign was created. To date, resolutions have been adopted by the following:

- City of Pottsboro
- Pottsboro Noon Lions Club
- Pottsboro Kiwanis Club
- Pottsboro I.S.D.
- City of Howe
- Howe Parent Teachers Association
- Howe I.S.D.
- Grayson County Commissioners Court
- Sherman Breakfast Rotary Club
- Insurance Women of Texoma
- City of Tom Bean
- City of Whitesboro
- Grayson County Farm Bureau
- City of Denison

Origination

Sherman Police Department

Financial Consideration

There is no financial impact to this agenda item.

Staff Recommendation

The staff recommends the adoption of this resolution.

Alternatives

No alternative action is recommended.

Attachments

Resolution No. 5171

Prepared by:
Tom Watt, Police Chief

Approved by
George Olson, City Manager

RESOLUTION NO. 5171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AND PROMOTING THE “LESS TEARS...MORE YEARS”™ CAMPAIGN AND URGING REPRESENTATIVES OF THE TEXAS LEGISLATURE TO ADDRESS THE PROBLEM OF TEENAGE TRAFFIC FATALITIES IN TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, car accidents are now the leading cause of death for young people between the ages of fifteen and nineteen; and

WHEREAS, teenage drivers make up only seven percent (7%) of the driving population but fourteen percent (14%) of all persons killed in car accidents; and

WHEREAS, for years 2000 through 2006, between 3,500 and 6,000 young people per year between the ages of fifteen and twenty were killed in preventable car crashes; and

WHEREAS, in the last decade, over 68,000 teens have died in car crashes; and

WHEREAS, when driver fatality rates are calculated on the basis of estimated annual travel, teen drivers have a fatality rate that is about four times higher than the fatality rate among drivers 25 through 69 years old; and

WHEREAS, during 2005, nearly 400,000 motor vehicle occupants between the ages of fifteen and nineteen sustained nonfatal injuries severe enough to require treatment in an emergency department; and

WHEREAS, leaders of National Highway Traffic Safety Administration have characterized the problem of teenage traffic fatalities as an epidemic;

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

SECTION 1. That the City of Sherman, Texas hereby commits itself and encourages its citizens to assist the efforts of the “Less Tears...More Years”™ Campaign in addressing the problem of teenage traffic fatalities in Texas and calls upon the Texas Legislature to (1) reinstate a public school based drivers education program; (2) reinstitute driving tests administered by the Texas Department of Public Safety as a prerequisite to obtaining a driver’s license in Texas; and (3) take any other reasonable steps necessary to address this serious public safety issue that plagues Texas and her families.

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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. C.2

*** RESOLUTION NO. 5172**

Authorizing Execution of an Interlocal Agreement with the North Central Texas Fusion System

Issue

To consider joining the North Central Texas Fusion System (NCTFS) through an Interlocal Agreement to share the Sherman Police Department's data resources

Background

The NCTFS is a remotely-accessed data sharing and analysis system developed as part of the State of Texas response to homeland security after the events of September 11, 2001. It became operational in February 2006 and currently supports 242 regional users from 60 jurisdictions and agencies. It serves the 16-county region around and including Dallas and Fort Worth. The stakeholders include homeland security, law enforcement, health departments, fire, medical providers, private security, medical examiners and emergency management, as well as state and federal agencies. The NCTFS is primarily focused on the prevention and early warning of natural, accidental, and intentional disasters. It is also used to support emergency responses, field operations, and investigations.

Origination

Sherman Police Department

Financial Consideration

N/A

Staff Recommendation

It is recommended that the City Council approve the City's participation in the North Central Texas Fusion System.

Alternatives

The City Council could decide not to share the Police Department's data resources with the NCTFS.

Attachments

Resolution No. 5172 and Interlocal Agreement

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS FUSION SYSTEM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form by the City Attorney, to execute an Interlocal Agreement with the North Central Texas Fusion System, in accordance with the terms and provisions of the agreement attached hereto and incorporated herein as if set forth in their entirety.

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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

**INTERLOCAL AGREEMENT
FOR SHARING OF LAW ENFORCEMENT DATA**

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

This Interlocal Agreement (the “Agreement”) is made and entered into by and between the City of Sherman, Texas, hereinafter referred to as “CITY,” acting by and through its duly authorized City Manager, and Collin County through its Department of Homeland Security, hereinafter referred to as “COUNTY,” acting by and through its duly authorized by the County Judge, each referred to separately as a “party” and collectively as the “parties.”

WITNESSETH:

WHEREAS, the Texas State Legislature has authorized the formulation of Interlocal cooperating agreements between and among governmental entities; and

WHEREAS, this Interlocal Contract is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code which authorizes CITY and COUNTY to enter into this agreement for purposes of achieving mutual governmental functions; and

WHEREAS, CITY and COUNTY desire to share Law Enforcement data between each other, specifically the law enforcement data shall include but not be limited to records management system, computer aided dispatch system, arrest records, gang records, and offense reports, utilizing a web based North Central Texas Fusion System (“NCTFS”); and

WHEREAS, the governing bodies of CITY and COUNTY further find that the performance of this contract is in the common interest of both parties;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

I.

PURPOSE / SCOPE

The purpose of this Agreement is to establish a timely law enforcement inter-jurisdictional information sharing program to address critical CITY and COUNTY information needed to protect CITY and COUNTY residents. This Agreement will provide for the following:

- CITY and COUNTY inter-agency technology application coordination
- Inter-jurisdictional sharing of law enforcement information and related data sets pertaining to public safety

- Develop a timely operational information sharing model which will create effective and efficient data sharing and at the same time conserve CITY and COUNTY resources
- CITY law enforcement data shall include but not be limited to, records management system, computer aided dispatch system, arrest records, gang records, and offense reports, hereafter “City Information”
- The information shared between the parties will be handled in accordance with the “Criminal Intelligence Systems Operating Policies,” 28 CFR Part 23, U.S. Executive Order 12291, which is incorporated herein by reference and made a part of this Agreement
- This Agreement does not require any funding, hiring of additional personnel, property acquisition, or ancillary costs to either party

II.

CITY’S RESPONSIBILITY

CITY will provide COUNTY with CITY Information to the North Central Texas Fusion System via secure electronic transfer either from the Texas Xchange System (TDEx) or directly from the jurisdiction. If data is transferred from TDEx, the CITY authorizes Appriss and the TDEx program to share the CITY’S law enforcement data stored in the TDEx system with the North Central Texas Fusion System. CITY shall have sole discretion to determine which City Information is provided for use with the NCTFS. CITY shall not disclose any COUNTY information obtained pursuant to this Agreement unless such disclosure is required by law, rule, regulation or court order.

III.

COUNTY’S RESPONSIBILITY

COUNTY shall allow CITY to have access to the NCTFS and all related databases for all purposes incident to this Agreement. COUNTY shall not disclose any City Information obtained pursuant to this Agreement unless such disclosure is required by law, rule, regulation or court order. COUNTY shall maintain the NCTFS system and database, and shall take any and all actions necessary to maintain City Information so as not to compromise the integrity or the security of the information being transmitted. COUNTY further agrees that if there is a breach, or a suspected breach, of the NCTFS system or any connected databases which comprise CITY Information, COUNTY shall immediately notify the CITY of such breach and take all necessary steps to prevent any further unauthorized disclosure of City Information.

IV.

TERMINATION

Either party to this Agreement may terminate this Agreement on thirty (30) days written notice to the other party.

V.

IMMUNITY

It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VI.

SUCCESSORS AND ASSIGNS

Neither CITY nor COUNTY will assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of the other party.

VII.

VENUE

The parties to this Agreement agree and covenant that this Agreement will be enforceable in CITY; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in COUNTY.

VIII.

REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

IX.

SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

X.

APPLICABLE LAW

This Agreement is entered into subject to the Interlocal Cooperation Act, the governing charters and or ordinances of CITY and COUNTY, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable Texas and Federal law. Situs of this Agreement is agreed to be Collin County, Texas, for all purposes including performance and execution.

XI.

ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XII.

AUTHORIZATION

The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions or actions extending such authority have been duly passed and are now in full force and effect.

XII.

RELATIONSHIP OF THE PARTIES

It is expressly understood that the employees, methods, facilities and equipment of the CITY shall at all times be under its exclusive jurisdiction, direction and control. It is understood that the employees, methods, facilities, and equipment of the COUNTY shall at all times be under its exclusive jurisdiction, direction and control.

XIII.

SOVEREIGN IMMUNITY

The parties acknowledge that neither party has waived its sovereign immunity by entering into this Agreement.

EXECUTED on this the ____ day of _____, 2008.

CITY OF SHERMAN:

By: _____
Name: George Olson
Title: City Manager
Date: _____

ATTEST:

By: _____
Name: Linda Ashby
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Doreen E. McGookey
Title: City Attorney

COLLIN COUNTY:

By: _____
Name: Keith Self
Title: Collin County Judge
Date: _____

ATTEST:

By: _____
Name: Kelley Stone
Title: Chief, NCT Fusion System



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5173**

**Authorizing the Purchase from Bob Utter Ford
of a Utility Truck Chassis for the Water Production Department**

Issue

To consider authorizing the purchase of a truck chassis to serve as a utility truck for the Water Production Department

Background

Four vendors, including two local vendors, submitted quotations for a truck chassis to serve as the base of a utility truck assembly for the Water Production Department.

Origination

Water Production Department

Financial Consideration

Funding in the amount of \$34,000.00 is budgeted for this purchase.

Staff Recommendation

It is recommended that the truck chassis be purchased from the local vendor, Bob Utter Ford, for the sum of \$27,405.77. With the local bidder consideration, Bob Utter Ford becomes the low bidder.

Alternatives

As may be recommended by the City Council

Attachments

Resolution No. 5173

Quotation

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE FROM BOB UTTER FORD OF A UTILITY TRUCK CHASSIS FOR THE WATER PRODUCTION DEPARTMENT; 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 Bob Utter Ford of Sherman, Texas, is hereby awarded the bid in the total amount of \$27,405.77, without change orders, for the purchase of a truck chassis to be used as a utility truck in the Water Production Department. The City Manager is hereby authorized and directed to issue a purchase order for Bob Utter Ford for the purchase of said utility truck chassis, in accordance with all documents attached hereto and made a part hereof for all purposes. Any necessary contract documents must be approved by the City Attorney.

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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

UTILITY TRUCK CHASSIS PURCHASE

DEALER	QUOTATION
Chastang Ford	\$26,498.77
Bob Utter Ford *	\$27,405.77
Ramey Chevrolet	\$28,656.85
HGAC	\$29,963.00

***Bid is within 5% of Non-Local Quotation.**



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5174**

**Authorizing Execution of a Professional Services Agreement
with Timothy L. Morris, P.E. d/b/a Morris Engineers for the Design of the
Highland Avenue Water Line Replacement between McGee Street and Taylor Street**

Issue

Contract for professional engineering services with Morris Engineers for the design of the Highland Avenue Water Main Replacement between McGee Street and Taylor Street

Background

The Capital Improvement Program contains a project to replace the existing water main along Highland Avenue, between McGee Street and Taylor Street. Engineering services are required to design the project in a timely manner.

Origination

Utilities and Engineering, Department 119

Financial Consideration

The fee for engineering services will be \$11,000.00. Surveying costs are anticipated to be approximately \$1,800.00. Funds are available in the Utility Improvement Fund.

Staff Recommendation

It is recommended that the contract for engineering services with Morris Engineers, to design the replacement of the Highland Avenue water main between McGee Street and Taylor Street, be approved.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5174

Contract for Professional Services

Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TIMOTHY L. MORRIS, P.E. D/B/A MORRIS ENGINEERS FOR THE DESIGN OF THE HIGHLAND AVENUE WATER LINE REPLACEMENT BETWEEN MCGEE STREET AND TAYLOR 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 all contract documents being properly completed and approved as to form by the City Attorney, to execute a Professional Services Agreement with Timothy L. Morris, P.E. d/b/a Morris Engineers for the design of the Highland Avenue Water Line Replacement between McGee Street and Taylor Street, 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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into on _____, 2008, by and between the City of Sherman ("CITY") and Timothy L. Morris, P.E. d/b/a Morris Engineers ("CONSULTANT").

The CITY engages the CONSULTANT to perform professional services for a project known and described as engineering services for the Highland Avenue Water Main Replacement between McGee Street and Taylor Street (hereinafter "PROJECT").

SECTION I. SERVICES OF THE CONSULTANT

- A. The CONSULTANT shall perform the following professional services to CITY standards and in accordance with the degree of care and skill that a licensed professional engineer in Texas would exercise under the same or similar circumstances.
- B. The CONSULTANT shall complete the work indicated in Exhibit A, attached, for a detailed SCOPE OF WORK and PROJECT schedule, as indicated in Exhibit B. Any additional services will be as set forth in Exhibit C. Exhibits A, B and C are incorporated into this Contract for all purposes.
- C. The CONSULTANT shall prepare and submit a detailed opinion of estimated cost of the PROJECT.
- D. The CONSULTANT acknowledges it will not engage in any of the following activities: any fraud, forgery, misappropriation of funds, receiving payment for services not performed or for hours not worked, mishandling or untruthful reporting of money transactions, destruction of assets, embezzlement, accepting materials of value from vendors, or consultants, and/or collecting reimbursement of expenses made for the benefit of the CITY. The CONSULTANT also agrees that it will not, directly or indirectly; encourage a CITY employee to engage in such misconduct.
- E. CONSULTANT shall prepare for review and approval by the CITY, all general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
- F. Any contracts for contractors or subcontractors for services rendered under this Agreement shall be in a contract form provided and approved by the CITY attorney.
- G. The CONSULTANT shall submit ten (10) copies of the drawings, specifications, and construction contract documents to the CITY.
- H. All information and other data given to, prepared, or assembled by CONSULTANT under this Contract, and other related items, shall become the sole property of City and shall be delivered to City, without restriction on future use. CONSULTANT may make copies of any and all documents and items for its files and use. CONSULTANT shall have no liability for changes made to or use of the drawings, specifications, and other documents by City or by other engineers subsequent to the completion of the Project. City shall require that any such change or other use shall be sealed by the Engineer making that change or use and shall be appropriately marked to reflect what was changed or modified. By execution of this Contract and in consideration of the fee for services to be paid under the Contract, CONSULTANT hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights

acknowledged by law in the project designs and other project deliverables developed under this Contract.

- I. The CONSULTANT shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons, damages to property, or any errors and omissions relating to the performance of any work by the CONSULTANT, its agents, employees or subcontractors under this Agreement, as follows:

1. Workers' Compensation as required by law.
2. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.
3. Commercial General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.
4. Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.
5. The CONSULTANT shall include the CITY as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the CITY before work commences that demonstrates that the required coverage, conditions, and limits required by this CONTRACT are in full force and effect.. Certificates shall state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits (Change in Coverage) prior to the receipt of written notice provided to the CITY at least thirty (30) days prior to the effective date of such Change in Coverage.

- J. **Indemnity.** CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY CONSULTANT AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF CONSULTANT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL. THIS AGREEMENT DOES NOT WAIVE, NOR SHALL IT BE DEEMED TO WAIVE, ANY IMMUNITY OR DEFENSE, INCLUDING, BUT NOT LIMITED TO, GOVERNMENTAL IMMUNITY, THAT WOULD OTHERWISE BE AVAILABLE TO THE CITY

AGAINST CLAIMS ARISING FROM THE EXERCISE OF GOVERNMENTAL POWERS AND FUNCTIONS.

- K. All parties intend that the CONSULTANT, in performing services pursuant to this CONTRACT, shall act as an independent contractor and shall have control of its own work and the manner in which it is performed. The CONSULTANT is not to be considered an agent or employee of the CITY.

SECTION II. PERIOD OF SERVICE

- A. As described in the Attached Exhibit B.

SECTION III. CONSULTANT'S COMPENSATION

- A. Methods of Payment for Services and Expenses of CONSULTANT.

1. CITY shall pay CONSULTANT for services rendered under this Contract on the following basis:

a. Lump Sum. The work of the entire Project is awarded on the basis of one prime contract fee of Eleven Thousand Dollars (\$11,000.00).

- B. Times of Payment

1. CONSULTANT shall submit monthly statements for services rendered during that time period. OWNER shall make prompt monthly payments in response to CONSULTANT's monthly statements.

2. The CITY shall, upon conclusion of each phase of services set forth below, pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following of total compensation for the phases indicated below:

a.	Basic Engineering Services	\$ 8,800.00
b.	Bidding and Construction Phase Engineering Services	<u>\$ 2,200.00</u>
	TOTAL FEE	\$ 11,000.00

This is a lump sum Contract and at no time will the compensation under this Contract exceed the amounts set forth above, unless otherwise agreed in writing by the parties to the Contract.

- C. General

1. If CITY fails to make any payment due CONSULTANT for services and expenses within sixty days after receipt of CONSULTANT's bill therefore, the amounts due CONSULTANT shall include a charge at the rate of 1% per month from said sixtieth day, and in addition CONSULTANT may, after giving seven days' written notice to

CITY, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

2. If this CONTRACT is terminated by CITY, upon the completion of any phase of the services under this Contract, payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. If this CONTRACT is terminated by CITY during any phase of the services, CONSULTANT will be paid for services rendered during that phase on the basis CONSULTANT's hourly fee schedule for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any termination, CONSULTANT will be paid for all unpaid services, plus all termination expenses. Termination expenses mean reimbursable expenses directly attributable to termination. The hourly fee schedule is as follows:

Hourly Fee Schedule

The hourly fee schedule primary project personnel are:

Engineering Services Payroll Costs:

Principal Engineer	\$ 85.00 per hour
Designer	\$ 45.00 per hour
Engineering Technician	\$ 35.00 per hour
Engineering Administration	\$ 35.00 per hour

SECTION IV. THE CITY'S RESPONSIBILITIES

- A. The CITY shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the CITY on any aspect of the work shall be directed to the project manager.
- B. The CITY shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. The CITY will keep the CONSULTANT advised concerning the progress of the CITY'S review of the work. The CONSULTANT agrees that the CITY'S inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or its sub-consultant(s) or in any way affect the CONSULTANT'S status as an independent contractor of the CITY.
- C. All other agreed upon responsibilities as listed in the attached Exhibit D.

SECTION V. TERMINATION

- A. The CITY, at its sole discretion, may terminate this CONTRACT for any reason—with or without cause—by delivering written notice to CONSULTANT personally or by certified mail at to the person indicated in the Notice provision of this

CONTRACT. Immediately after receiving such written notice, the CONSULTANT shall discontinue providing the services under this CONTRACT.

- B. If this CONTRACT is terminated, CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY on or before the 15th day following termination of the CONTRACT.
- C. In the event of such termination, the CONSULTANT shall be paid for services performed prior to receipt of the written notice of termination. The CITY shall make final payment within sixty (60) days after the CONSULTANT has delivered to the CITY a detailed invoice for services rendered and the documents or work product generated by the CONSULTANT under the CONTRACT.
- D. If the remuneration scheduled under this contract is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work.
- E. In the event this CONTRACT is terminated, the CITY shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work.

SECTION VI – GENERAL PROVISIONS

- A. **Venue.** If the CITY terminates this CONTRACT for cause and/or if either party breaches any provision of this CONTRACT, then the parties shall have all rights and remedies in law and/or equity in any legal actions related to the services under this CONTRACT. Venue for any action or dispute arising out of or relating to this CONTRACT shall be in Grayson County, Texas. The laws of the State of Texas shall govern the terms of this CONTRACT.
- B. **Mediation.** CONSULTANT and CITY desire an expeditious means to resolve any disputes that may arise between under this CONTRACT. To accomplish this, the parties agree to mediation as follows: If a dispute arises out of or relates to this CONTRACT, or the breach thereof, and if the dispute cannot be settled through negotiation, then the parties agree first to try in good faith, and before pursuing any legal remedies, to settle the dispute by mediation of a third party who will be selected by agreement of the parties.
- C. **Paragraph Headings.** The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this CONTRACT.

- D. Contract Interpretation. Although this CONTRACT is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.
- E. Mailing of Notices. Unless instructed otherwise in writing, CONSULTANT agrees that all notices or communications to CITY permitted or required under this Agreement shall be addressed to CITY at the following address:

Director of Utilities
City of Sherman
P.O. Box 1106
Sherman, Texas 75090

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

Timothy Morris, PE
Morris Engineers
225 E. Houston
Sherman, Texas 75091

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

SECTION VII – ENTIRE AGREEMENT

This CONTRACT represents the entire agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or contracts, either written or oral. This CONTRACT may be amended only by written instrument signed by both parties.

SECTION VIII – COVENANT AGAINST CONTINGENT FEES

The CONSULTANT affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this CONTRACT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the CONTRACT. For breach or violation of this clause, the CITY may terminate this CONTRACT without liability, and in its discretion, may deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee that has been paid.

SECTION IX- SUCCESSORS AND ASSIGNS

This CONTRACT shall not be assignable except upon the written consent of the parties hereto. CITY and CONSULTANT each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the in this CONTRACT.

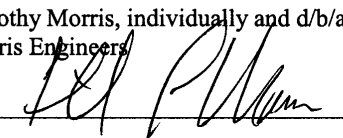
Executed on this _____ day of _____, 2008.

CITY OF SHERMAN

CONSULTANT

Timothy Morris, individually and d/b/a
Morris Engineers

George Olson
City Manager

BY: 

DATE:

DATE: 2/25/08

APPROVED AS TO FORM:

BY: _____
DOREEN E. MCGOOKEY
City Attorney

EXHIBIT A
SCOPE OF SERVICES

Task 1: Preparatory Phase

- a. Consult with OWNER to determine his requirements for the Project and review available data.
- b. Advise OWNER as to the necessity of his providing or obtaining from others data or services of the types which are not part of ENGINEER'S Basic Services, and assist OWNER in obtaining such data and services.
- c. Identify requirements of governmental authorities having jurisdiction to approve portions of the Project designed or specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.

Task 2: Preliminary Design Phase

- a. Prepare preliminary design criteria and outline specifications.
- b. Advise OWNER if additional data or services are necessary and assist OWNER to obtain such data and services.

Task 3: Final Design Phase

- a. On the basis of the preliminary design, prepare final Drawings and Specifications to show the character and scope of the work to be performed by contractor.
- b. Provide technical criteria, written descriptions and design data for OWNER'S use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.
- c. Furnish OWNER his opinion of typical cost based on the Drawings and Specifications.
- d. If required, assist OWNER in the acquisition of any Texas Department of Transportation right-of-way permits. Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
- e. Furnish ten (10) copies of the Drawings, Specifications, and Construction Contract Documents to the OWNER.

Task 4: Bidding or Negotiating Phase

- a. Assist OWNER to advertise for and obtain bids or negotiate proposals for each separate prime contract for construction, materials, services, or equipment.
- b. Issue Addenda as appropriate to clarify or change the Bidding Documents.
- c. Consult with and advise OWNER as to the acceptability of contractors and other persons and organizations proposed by prime contractor(s) for those portions of the work as to which such acceptability is required by the Contract Documents.

- d. Consult with OWNER concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the Contract Documents.
- e. Attend the bid opening, tabulate the bids, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

Task 5: Construction Phase

- a. ENGINEER shall consult with and advise OWNER and act as OWNER'S representative as provided by the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Construction Contract shall not be modified except as ENGINEER may agree in writing. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided by the Contract Documents.
- b. ENGINEER shall make periodic visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. ENGINEER will utilize, guide, and direct the activities of the Resident Project Representative assigned to the PROJECT by OWNER to provide more continuous observation of the work. Based on information obtained by such observations, ENGINEER shall endeavor to determine if the work is proceeding in general conformance to the Contract Documents and to keep the OWNER informed of the progress of the work.

ENGINEER shall have no responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) performing their work. ENGINEER shall have no responsibility for Contractor's failure to perform the work according to the Contract Documents. ENGINEER may disapprove or reject Contractor's work if ENGINEER believes the work will not produce a completed Project that conforms to the requirements of the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected by the Contract Documents.

- c. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents. ENGINEER shall review shop drawings, samples, and other data which Contractor is required to submit, but only for conformance with the design concept according to the Contract Documents. ENGINEER shall evaluate substitute materials and equipment proposed by Contractor according to the Contract Documents. ENGINEER may, as OWNER'S representative, require special inspection or testing of the work, and shall receive and review all certificates of inspection, testing, and approval required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER shall prepare routine Change Orders, Field Orders, and Work Change Directives.
- d. ENGINEER shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the requirements of the Contract Documents pertaining to the execution and progress of the work.
- e. Based on his on-site observations as an experienced and qualified design professional, or information provided by the resident Project Representative, and on his review of

Contractor's applications for payment and the accompanying data and schedules: ENGINEER shall determine the amounts owing to Contractor and recommend in writing payments to Contractor in such amounts; such approvals of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated. Recommending a payment will not impose on ENGINEER responsibility to make any examination to ascertain how or for what purpose the Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

- f. ENGINEER shall conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may approve, in writing, final payment to each contractor. ENGINEER'S recommendation of any payment or performance of any inspections does not relieve Contractor(s) of any responsibility to fulfill the terms of the Contract Documents nor will such inspection or recommendation place any responsibility on ENGINEER for Contractor(s) failure to perform according to the Contract Documents.
- g. ENGINEER shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the Project.

Task 6: Post Construction

- a. ENGINEER shall prepare for OWNER a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) and Resident Project Representative to ENGINEER and which ENGINEER considers significant.





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. C.5

RESOLUTION NO. 5175

Approving the Greater Texoma Utility Authority's Intention to Enter into an Agreement with Lynn Vessels Construction, LLC for Construction of the U.S. Highway 82 West Water Main from Lamberth Road to Proposed State Highway 289

Issue

The current Capital Improvement Program contains a project for construction of the U.S. Highway 82 West Water Main from Lamberth Road to the Proposed State Highway 289, along the south right-of-way of Highway 82. The agreement will be administered through the Greater Texoma Utility Authority (GTUA).

Background

Bids for the construction of the water main were opened on February 14, 2008. Eleven bidders responded to the bid opening. The low bid in the amount of \$426,615.97 was received from Lynn Vessels Construction, LLC of Sherman, Texas.

Origination

Department of Utilities Administration

Financial Consideration

Funds for this project will be paid through GTUA, and were originally projected to total \$700,000.00.

Staff Recommendation

It is recommended the City Council approve these services.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5175
GTUA Recommendation Letter
GTUA Agreement
2007-2008 CIP Project Report
Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO AN AGREEMENT WITH LYNN VESSELS CONSTRUCTION, LLC FOR CONSTRUCTION OF THE U.S. HIGHWAY 82 WEST WATER MAIN FROM LAMBERTH ROAD TO PROPOSED STATE HIGHWAY 289; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into an Agreement with Lynn Vessels Construction, LLC of Sherman, Texas, for construction of the U.S. Highway 82 West Water Main from Lamberth Road to the Proposed State Highway 289.

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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY



GREATER TEXOMA UTILITY AUTHORITY

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

MEMO

TO: Board of Directors, Greater Texoma Utility Authority

FROM: Jerry W. Chapman, General Manager *JWC*

DATE: February 18, 2008

RE: US Highway 82 Waterline - Lamberth Road to SH 289 (City of Sherman)
Recommendation of Award

On February 14th, the Authority received bids for the construction of the third stage of the US 82 waterline project for the City of Sherman. This phase will begin at US Highway 82 at Lamberth Road and extend westward to the new crossing of SH 289. The interest was very brisk with twenty-one (21) contractors requesting bid packets and eleven (11) bids received. Tim Morris, consulting engineer, has provided a recommendation that the project be awarded to the lowest responsible bidder. Lynn Vessels Construction, LLC of Sherman, Texas submitted the lowest bid at \$426,615.97 with the option for extending the bore and installation of 20" line with steel casing under the US Highway 82 to SH 289 intersection.

Funds are available for this project with option through the GTUA/City of Sherman 2006 bond issue. Mr. Mark Gibson, Director of Utilities for the City of Sherman, and Mr. Morris both recommend that this option be exercised. While Mr. Vessels firm is new, he has been employed another construction company for many years.

ACTION REQUESTED: The General Manager requests that the Board of Directors consider awarding the US 82 waterline project from Lamberth Road to SH 289 for the City of Sherman be awarded to Lynn Vessels Construction, LLC at \$426,615.97. This recommendation is subject to the City of Sherman taking similar action at their next City Council meeting.

JWC:cc

Attachment

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the **Greater Texoma Utility Authority** hereinafter called "OWNER" and _____, doing business as _____ (an individual,) or (partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **US Highway 82 Waterline – Lamberth Road to Proposed 289 for the City of Sherman.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within ninety (90) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____ or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for BIDS
 - (B) Information for BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) Payment BOND
 - (H) Performance BOND
 - (I) NOTICE OF AWARD
 - (J) NOTICE TO PROCEED
 - (K) CHANGE ORDER

- (L) SPECIFICATIONS prepared by Morris Engineers dated January 2008
- (M) DRAWINGS prepared by Morris Engineers, numbered 1 of 30 through 31 of 30, and dated December 2007
- (N) 17 pages of TxDOT Traffic Control Specifications under title sheet "UTILITY CONSTRUCTION for the CITY OF SHERMAN, TEXAS", dated December 2007.
- (O) Special Conditions
- (P) Greater Texoma Utility Authority (GTUA) Contract Documents
- (Q) ADDENDA:
No. _____, dated _____, 20____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) each of which shall be deemed an original on the date first above written.

OWNER: Greater Texoma Utility Authority

BY: _____

Name: _____

(Please Type)

Title: _____

[SEAL]

ATTEST: _____

Name _____

(Please Type)

Title _____



[SEAL]

ATTEST: _____
Name _____
(Please Type)
Title _____

CONTRACTOR: _____

BY: _____

Name: _____
(Please Type)

Address: _____

PROJECT YEAR: 2007-2008

PROJECT NAME:

U. S. Hwy. 82 West Main Extension
Phase II

DESCRIPTION:

Construct water main along U. S. Hwy. 82 west of F. M. 1417

ESTIMATED COST:

\$700,000

ESTIMATED O&M COST:

Not Applicable

PROPOSED FINANCING:

Utility Improvement Fund

PROJECT NECESSITY:

Provide water service to western portion of City to facilitate development.

DEPARTMENT/DIRECTOR:

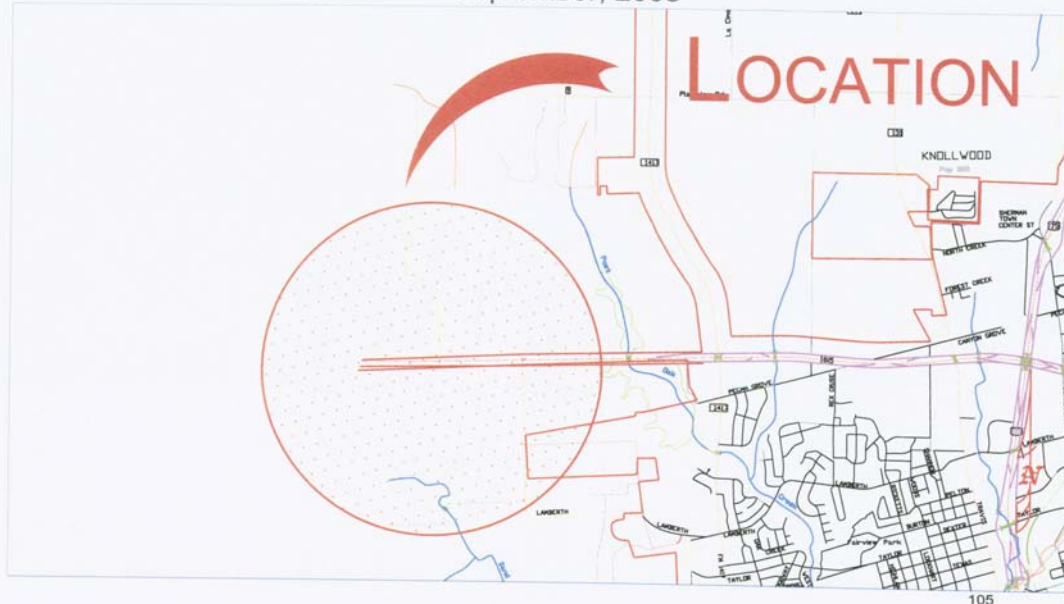
Utility Services, Mark Gibson

PROPOSED START DATE:

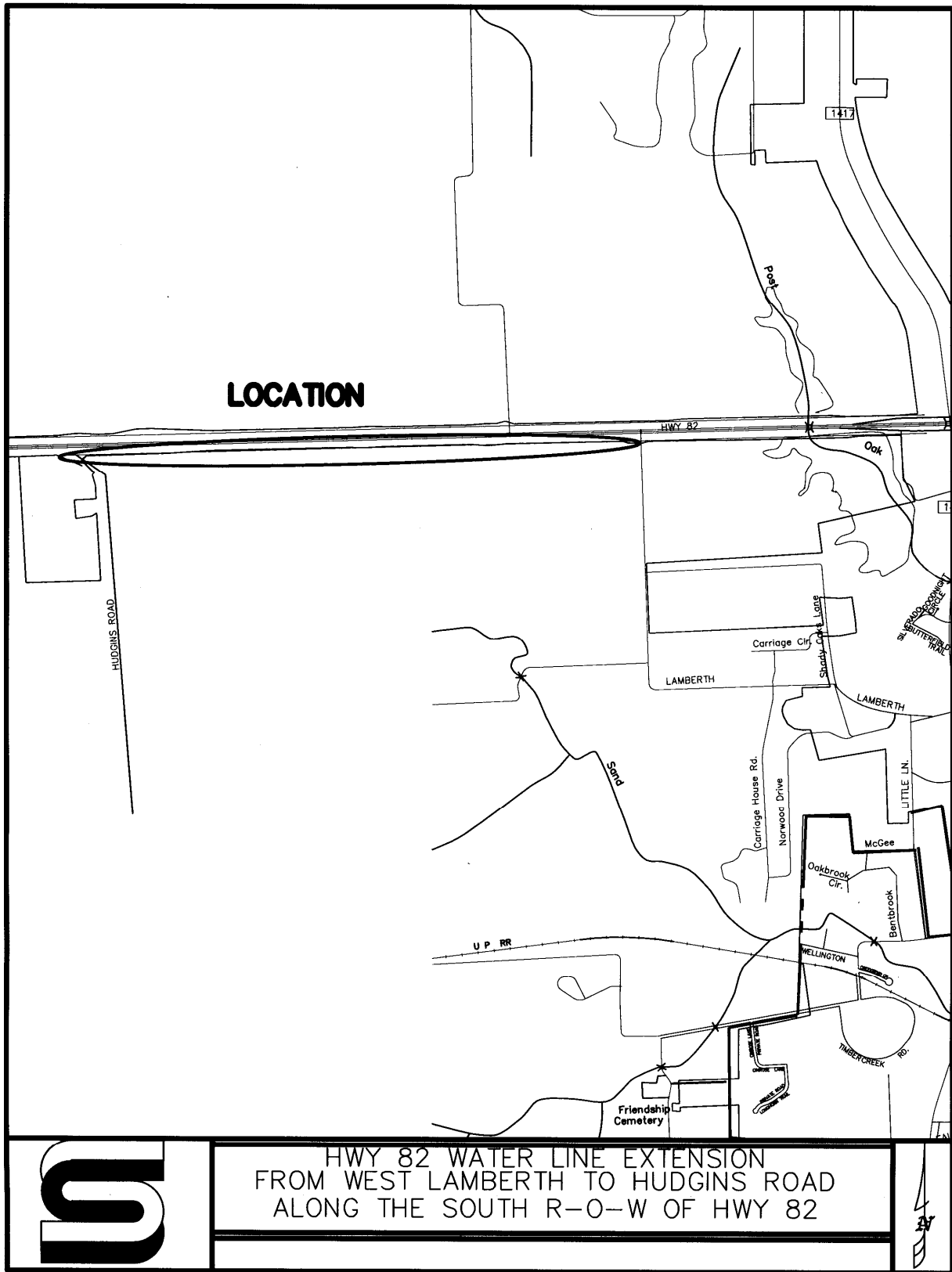
October, 2007

PROPOSED END DATE:

September, 2008



LOCATION



HWY 82 WATER LINE EXTENSION
FROM WEST LAMBERTH TO HUDGINS ROAD
ALONG THE SOUTH R-O-W OF HWY 82



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5176**

Approving the Greater Texoma Utility Authority's Intention to Enter into an Agreement with B. Bray Construction Co., Inc. for Replacement of the Hillcrest Drive Water Main between Ricketts Street and Sunset Avenue

Issue

The current Capital Improvement Program contains a project for the replacement of the Hillcrest Drive Water Main from Ricketts Street west to Sunset Avenue. It is recommended that the agreement be administered through the Greater Texoma Utility Authority (GTUA).

Background

Bids for this water main replacement were opened on February 14, 2008. Seven bidders responded to the bid opening. The low bid in the amount of \$160,020.00 was received from B. Bray Construction Co., Inc. of Paris, Texas.

Origination

Department of Utilities Administration

Financial Consideration

Funds for this project will be paid through GTUA.

Staff Recommendation

It is recommended the City Council approve these services.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5176
GTUA Recommendation Letter
GTUA Agreement
2006-2007 CIP Project Report
Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO ENTER INTO AN AGREEMENT WITH B. BRAY CONSTRUCTION CO., INC. FOR REPLACEMENT OF THE HILLCREST DRIVE WATER MAIN BETWEEN RICKETTS STREET AND SUNSET AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into an agreement with B. Bray Construction Co., Inc. of Paris, Texas, for replacement of the Hillcrest Drive Water Main between Ricketts Street and Sunset Avenue.

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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

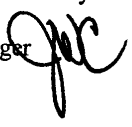


GREATER TEXOMA UTILITY AUTHORITY

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

MEMO

TO: Board of Directors, Greater Texoma Utility Authority

FROM: Jerry W. Chapman, General Manager 

DATE: February 18, 2008

RE: Hillcrest Waterline Replacement for City of Sherman
Recommendation of Award

On February 14th, the Authority received bids for the Hillcrest Street waterline replacement project. The waterline is being replaced due to age and inadequacies. This project showed a decent amount of interest with seven (7) bidders. The lowest bid was submitted by B. Bray Construction Co., Inc. of Paris, Texas at \$160,020.00. The bid had one irregularity that I recommend be waived. The bid bond was issued to the City of Sherman rather than the Authority. Based on the recommendation by Tim Morris, the consulting engineer, I recommend that Mr. Bray's firm be awarded the contract for the construction of the replacement line. Funds are available from the 2006 GTUA/City of Sherman bond series to fund this project.

ACTION REQUESTED: The General Manager requests that the Board of Directors consider awarding the Hillcrest waterline replacement project to B. Bray Construction Co. Inc. at \$160,020.00. This recommendation is subject to the City of Sherman taking similar action at their next City Council meeting.

JWC:cc

Attachment

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the **Greater Texoma Utility Authority** hereinafter called "OWNER" and _____, doing business as _____ (an individual,) or (partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **Hillcrest Water Line Replacement for the City of Sherman, Texas.**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after a date specified by the NOTICE TO PROCEED and will complete the same within ninety (90) calendar days following the specified date unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____ or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for BIDS
- (B) Information for BIDDERS
- (C) BID
- (D) BID BOND
- (E) Agreement
- (F) General Conditions
- (G) Payment BOND
- (H) Performance BOND
- (I) NOTICE OF AWARD
- (J) NOTICE TO PROCEED
- (K) CHANGE ORDER

- (L) SPECIFICATIONS prepared by Morris Engineers dated August 2007.
(M) DRAWINGS prepared by Morris Engineers, numbered 1 of 12 through 12 of 12, and dated August 2007.
(N) Special Conditions
(O) ADDENDA:
No. _____, dated _____, 20____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) each of which shall be deemed an original on the date first above written.

OWNER: Greater Texoma Utility Authority

BY: _____

Name: _____

(Please Type)

Title: _____

[SEAL]

ATTEST: _____

Name _____

(Please Type)

Title _____

CONTRACTOR: _____

BY: _____

Name: _____

(Please Type)

Address: _____

[SEAL]

ATTEST: _____

Name _____

(Please Type)

Title _____

PROJECT YEAR: 2006-2007

PROJECT NAME: Hillcrest Water Line Replacement

DESCRIPTION: Replace 1,700' of 6" and 1,100' of 8" water main from Ricketts west to Sunset Avenue.

ESTIMATED COST: \$140,000

ESTIMATED O&M COST: Not Applicable

PROPOSED FINANCING: Utility Improvement Fund

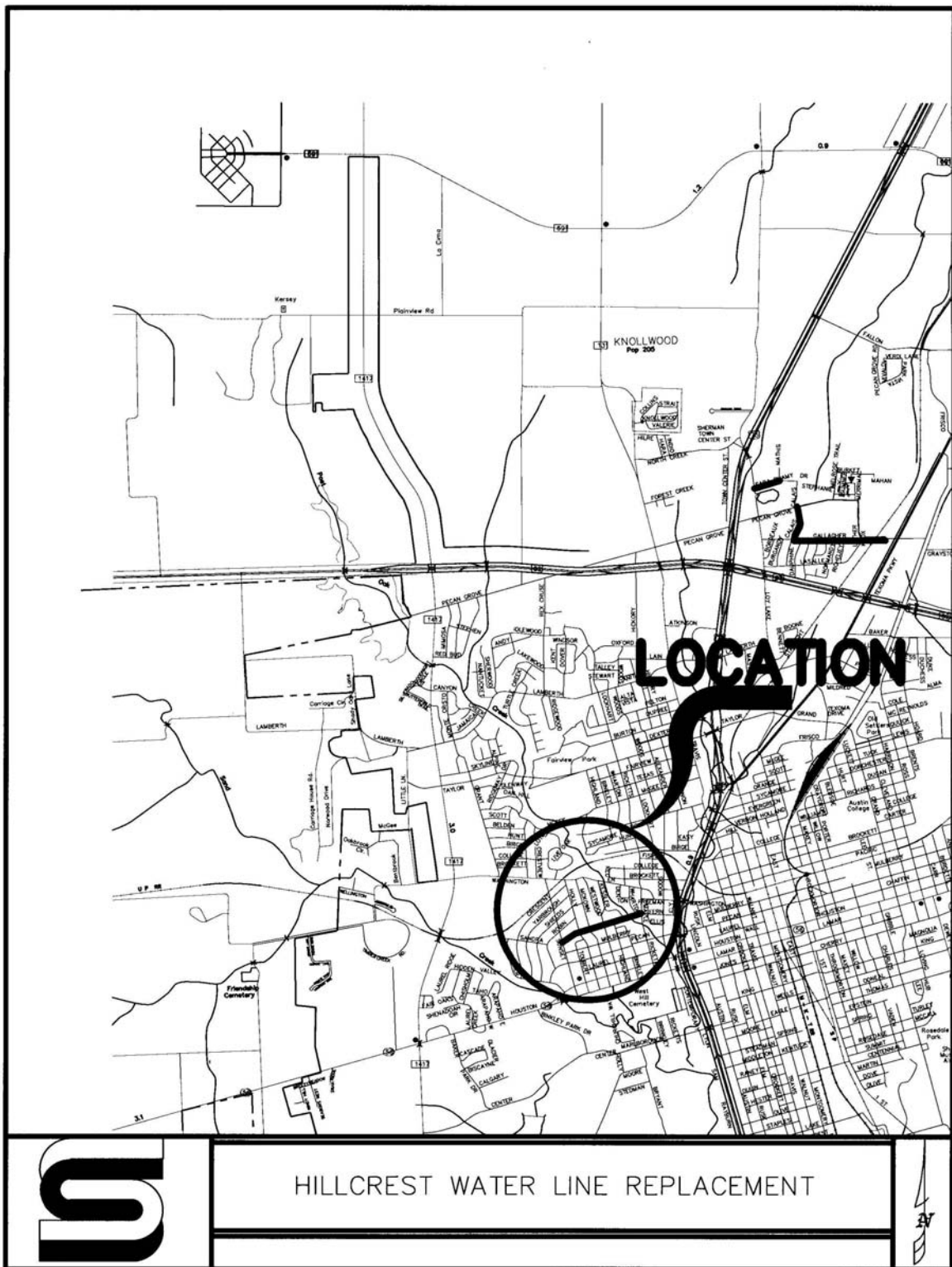
PROJECT NECESSITY: This replacement project is due to a badly deteriorated main and frequent service interruptions and water quality issues. Serves hospital.

DEPARTMENT/DIRECTOR: Utility Services, Mark Gibson

PROPOSED START DATE: March, 2007

PROPOSED END DATE: June, 2007







SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. C.7

*** RESOLUTION NO. 5177**

**Authorizing the Execution of an Agreement with Barton Capital, LTD
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 613 South Vaden Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 613 South Vaden Street.

Background

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

Origination

Barton Capital, LTD, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$264.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5177
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5177

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 613 SOUTH VADEN 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 Barton Capital, LTD and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Barton Capital, LTD 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 613 South Vaden 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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
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 **BARTON CAPITAL, LTD**, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 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. 4685) 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 16th day of June, 2003;

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, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 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 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	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 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, and 2017 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 the following location:

Being the Lot 3, Block 1 of Vaden Cupid Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 613 South Vaden Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

Barton Capital, LTD
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4201

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

Notary Public: _____
Commission Exp. _____
License No (where applicable): _____

APPROVED AS TO FORM:

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

Mailing Address: 715 S. HWY 75 SHERMAN, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 613 S. VADEN

Summary Legal Description: Lot: 3 Block: 1 Addition: VADEN'S CYPRESS

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: \$63,000

Estimated Date of Start of Construction: 2-14-08

Estimated Date of Completion of Project: 4-14-08

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): Guy L. P. Date: 2-8-08

Instrument Number: 2007-00009831

Recorded On: April 24, 2007

As
Recordings

Parties: VESTAL GAIL

To BARTON CAPITAL LLC

Billable Pages: 5

Number of Pages: 7

Comment: CORR WD

(Parties listed above are for Clerks reference only)

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

Recordings	32.00
Total Recording:	32.00

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

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

File Information:

Document Number: 2007-00009831

Receipt Number: 240663

Recorded Date/Time: April 24, 2007 01:41:56P

Book-Vol/Pg: BK-OR VL-4234 PG-560

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

RED RIVER TITLE CO

421 N. CROCKETT ST

SHERMAN TX 75090



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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

010-2566

WARRANTY DEED

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

THAT GAIL VESTAL, 516 North Market Street, Kenton OH 43326,

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

whose address is 715 Highway 75 South, Sherman TX 75090

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

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

BEING four (4) tracts of land situated in Grayson County, Texas as more fully described in Exhibit "A", attached hereto and made a part hereof.

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

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

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

Executed on this the 13th day of Sept, 2006.

Gail H Vestal
GAIL VESTAL

THE STATE OF TEXAS

COUNTY OF GRAYSON

This instrument was acknowledged before me this 13th day of September, 2006, by GAIL VESTAL.

Katherine M Temple
NOTARY PUBLIC - STATE OF TEXAS
OHIO

KATHERINE M. TEMPLE
Notary Public, State of Ohio
My Commission Expires 5-29-2007

AFTER RECORDING RETURN TO:

Barton Capital, LLC
715 Highway 75 South
Sherman TX 75090

	EX	VOL	PS
00009831	OR	4234	564

EXHIBIT "A"

TRACT ONE:

Being Lot Number Seven (7) and the North one-half (1/2) of Lot Number Eight (8) in Block Number Five (5) of Hazelwood and Vaden Addition to the City of Sherman, as per plat of record in Volume 103, Page 74, Deed Records, Grayson County, Texas.

TRACT TWO:

* of Block Five (5)

Being Lots Number Five (5) and Six (6)* of the Hazelwood and Vaden Addition to the City of Sherman, Grayson County, Texas, as shown per plat of record in Volume 103, Page 74, Deed records, Grayson County, Texas.

TRACT THREE:

Being Lots Number One (1) and Two (2) in Block No. Six (6) of C.L. Stowe's Addition to the City of Sherman, Grayson County, Texas, as shown by the plat of record in Volume 122, Page 201, Deed Records, Grayson County, Texas.

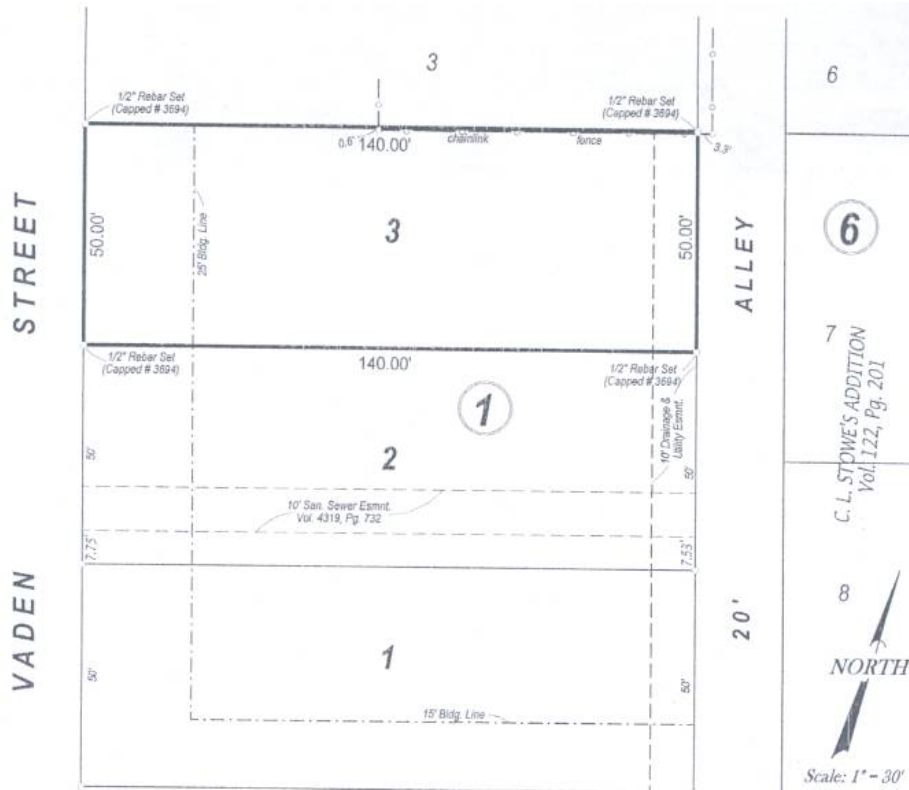
TRACT FOUR:

Being 0.310 acres of land, situated in Grayson County, Texas, being a part of the Samuel Blagg Survey. Abstract No. 56. and being more particularly described on the attached continuation of

EXHIBIT A

All that certain tract or parcel of land situated in the County of Grayson, State of Texas, being part of the Samuel Blagg Survey, Abstract No. 56, and being part of a 116 ft. x 300 ft. tract of land conveyed by J. W. Aderholt et ux to Luther W. Gray et ux by deed dated June 20, 1950, recorded in Volume 616, Page 144, Deed Records, Grayson County, Texas, being more particularly described by metes and bounds as follows, to wit:

BEGINNING at a steel rod at the intersection of the East line of Montgomery Street with the North line of Spring Street, said rod maintaining the Southwest corner of said 116 ft. x 300 ft. tract of land;
THENCE North 16 deg. 00 min. 00 sec. West with the East line of Montgomery Street and the West line of said 116 ft. x 300 ft. tract, a distance of 116.00 ft. to a steel rod, the Northwest corner of said 116 ft. x 300 ft. tract;
THENCE North 72 deg. 24 min. 19 sec. East with an old fence maintaining the North line of said 116 ft. x 300 ft. tract, a distance of 117.35 ft. to a steel rod;
THENCE South 15 deg. 12 min. 24 sec. East a distance of 116.04 ft. to a steel rod in the South line of said 116 ft. x 300 ft. tract and the North line of Spring Street;
THENCE South 72 deg. 24 min. 19 sec. West with the South line of said 116 ft. x 300 ft. tract, a distance of 115.74 ft. to the place of beginning and containing 0.310 acres of land.



WELLS STREET

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: CUPID HOMES INVESTMENT

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 31 st day of August, 2007 of the following described property:

Lot THREE (3) in Block ONE (1) of VADEN CUPID ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 19, Pages 67 & 68, Plat Records, Grayson County, Texas.

That the improvements located on said property are known as 613 S. VADEN STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

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



CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 80244 SUBCONTRACTOR: CUPID INVESTMENTS DATE ISSUED: 2/12/2008

PROJECT ADDRESS:	613 S VADEN ST	LOT #:	3
PARCEL ID:		BLK #:	1
SUBDIVISION:	VADEN CUPID ADDN	ZONE ORD:	
ISSUED TO:	CUPID INVESTMENTS	CONTRACTOR:	CUPID INVESTMENTS
ADDRESS:	715 S HIGHWAY 75	ADDRESS:	715 S HIGHWAY 75
CITY, ST ZIP:	SHERMAN TX 75090-7260	CITY, ST ZIP:	SHERMAN TX 75090-7260
PHONE:	903-868-4201	PHONE:	
PROP USE:	RESIDENTIAL	SQ FT:	1,052.00
WORK:	CONSTRUCT SINGLE FAMILY	BEDROOMS:	3
VALUATION:	\$ 63,000.00	BATHROOMS:	2
OCCP TYPE:	RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

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

NOTES:

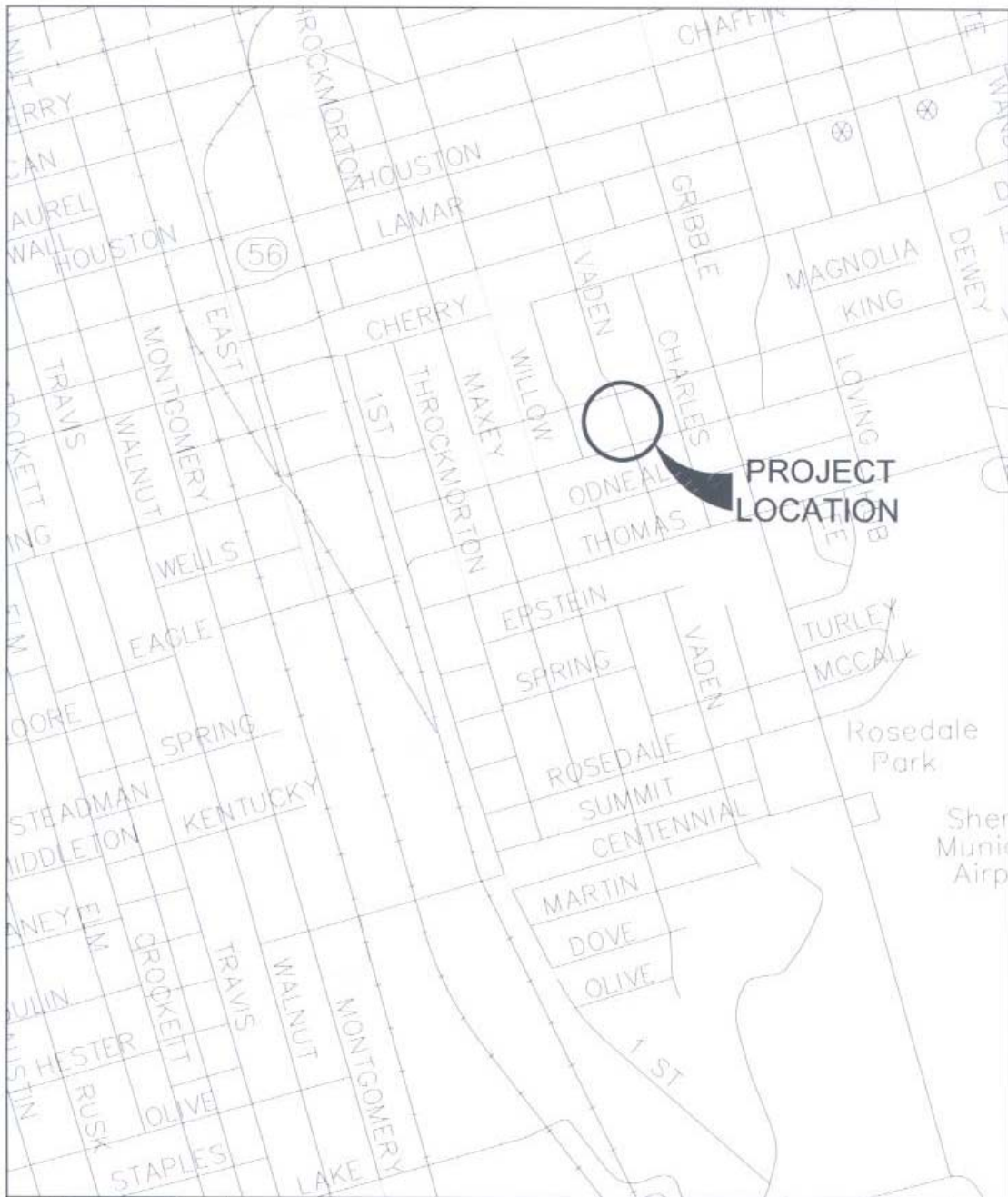
NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE



City of Sherman, Texas

613 BLOCK SOUTH VADEN

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. C.8

*** RESOLUTION NO. 5178**

**Authorizing the Execution of an Agreement with Barton Capital, LTD
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 709 East Sycamore Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 709 East Sycamore Street.

Background

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

Origination

Barton Capital, LTD, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$260.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5178
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 709 EAST SYCAMORE 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 Barton Capital, LTD and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Barton Capital, LTD 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 709 East Sycamore 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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
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 **BARTON CAPITAL, LTD**, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 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. 4685) 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 16th day of June, 2003;

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, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 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 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	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 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, and 2017 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 the following location:

Being the Lot 3, Block 1 of Cupid's Corner, Phase II in the City of Sherman, Grayson County, Texas, and being more commonly known as 709 East Sycamore Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

Barton Capital, LTD
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4201

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

Notary Public: _____
Commission Exp. _____
License No (where applicable): _____

APPROVED AS TO FORM:

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

Mailing Address: 715 S. HWY 75 SHERMAN, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 709 E. SYCAMORE

Summary Legal Description: Lot: 3 Block: 1 Addition: Cupid's corner I

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

Improvements:

Type of Improvements (please check one): New Construction: ☒ Remodeling: ☐

Estimated Value of Improvements: \$65,400

Estimated Date of Start of Construction: 2-8-08

Estimated Date of Completion of Project: 4-8-08

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): Guy L. P. Date: 2-

Instrument Number: 2007-00026163

Recorded On: October 23, 2007

As
Recordings

Parties: HUNTER SID

To BARTON CAPITAL LTD

Billable Pages: 1

Number of Pages: 3

Comment: WD

(Parties listed above are for Clerks reference only)

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

Recordings	16.00
Total Recording:	16.00

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

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

File Information:

Document Number: 2007-00026163

Receipt Number: 253311

Recorded Date/Time: October 23, 2007 04:35:29P

Book-Vol/Pg: BK-OR VL-4345 PG-562

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

SHERMAN TITLE

115 W. HOUSTON

SHERMAN TX 75090



THE STATE OF TEXAS
COUNTY OF GRAYSON

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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

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

WARRANTY DEED

(CORRECTION OF Volume 4255, page 432, OPR,GCT)

(This deed is given to correctly identify Grantee)

DATE: May 25, 2007

GRANTOR: SID HUNTER, not joined by spouse as property is not part of the homestead estate
1124 W. College, Sherman, Grayson County, Texas 75092

GRANTEE: BARTON CAPITAL, LTD , a Texas limited partnership
715 Hwy. 75 South, Sherman, Grayson County, Texas 75090

CONSIDERATION: For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to the undersigned paid, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY (including improvements):

BEING LOTS ONE through FOUR in BLOCK ELEVEN of the REPLAT OF LOTS 6-10, BLOCK 11, JONES SUMMIT ADDITION to the City of Sherman, Texas, as shown by plat of record in Volume 18, page 54, Plat Records, Grayson County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTIES:

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

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Ad valorem taxes having been prorated, the payment of 2007 taxes is assumed the Grantee.

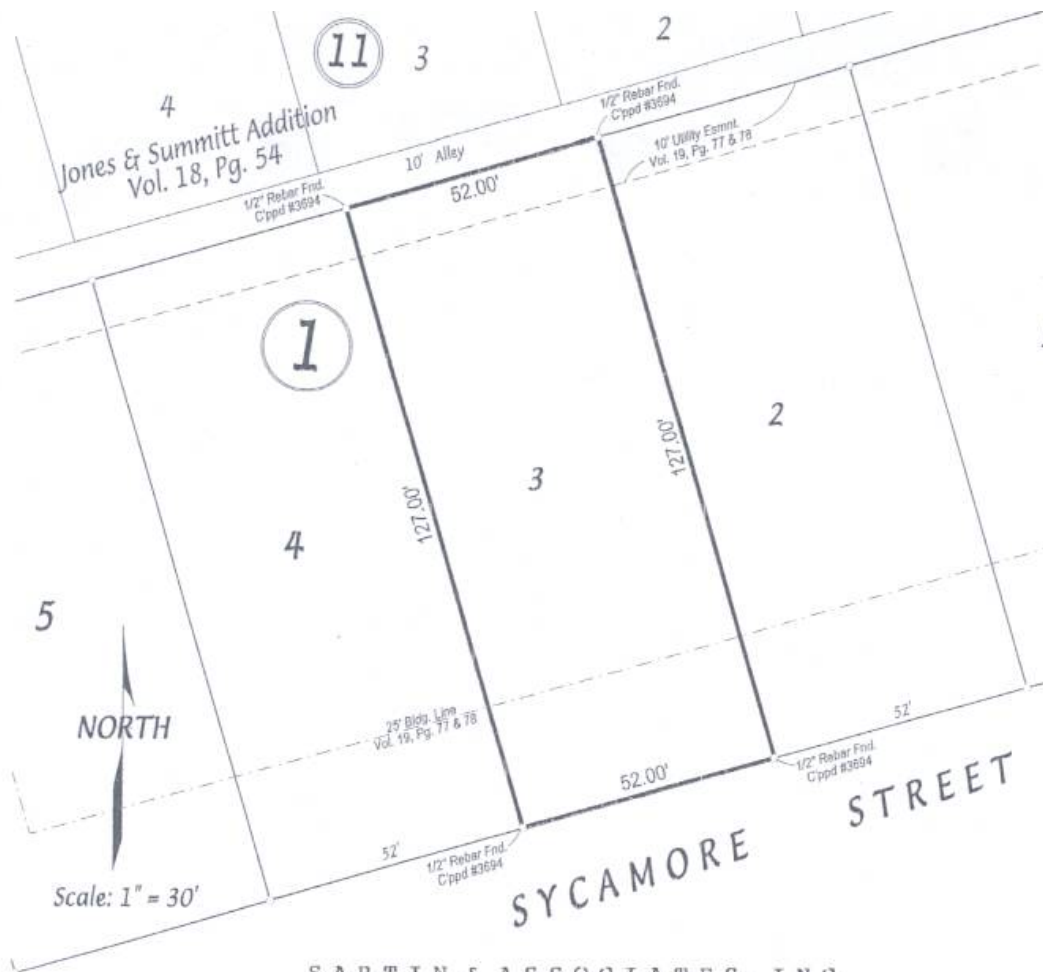
> 
SID HUNTER

State of Texas
County of Grayson

This instrument was acknowledged before me on the 23 day of October, 2007, by Sid Hunter.



> 
Notary Public, State of Texas



SARTIN & ASSOCIATES, INC.
 Registered Professional Land Surveyors
 P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
 phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: CUPID HOMES INVESTMENT

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 5 th day of July, 2007 of the following described property:

Lot THREE (3) in Block ONE (1) of CUPID'S CORNER, PHASE II, an Addition to the City of Sherman, Texas as shown by plat of record in Volume 19, Pages 77 & 78, Plat Records, Grayson County, Texas.

That the improvements located on said property are known as 709 E. SYCAMORE STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 80243

SUBCONTRACTOR: CUPID INVESTMENTS

DATE ISSUED: 2/12/2008

PROJECT ADDRESS: 709 E SYCAMORE ST
PARCEL ID:
SUBDIVISION: CUPIDS CORNER

LOT #: 3
BLK #: 1
ZONE ORD:

ISSUED TO: CUPID INVESTMENTS
ADDRESS: 715 S HIGHWAY 75
CITY, ST ZIP: SHERMAN TX 75090-7260
PHONE: 903-868-4201

CONTRACTOR: CUPID INVESTMENTS
ADDRESS: 715 S HIGHWAY 75
CITY, ST ZIP: SHERMAN TX 75090-7260
PHONE:

PROP. USE: RESIDENTIAL
WORK: CONSTRUCT SINGLE FAMILY
VALUATION: \$ 65,400.00
OCCP TYPE: RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,150.00
BEDROOMS: 3
BATHROOMS: 2
STORIES: 1

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

NOTES:

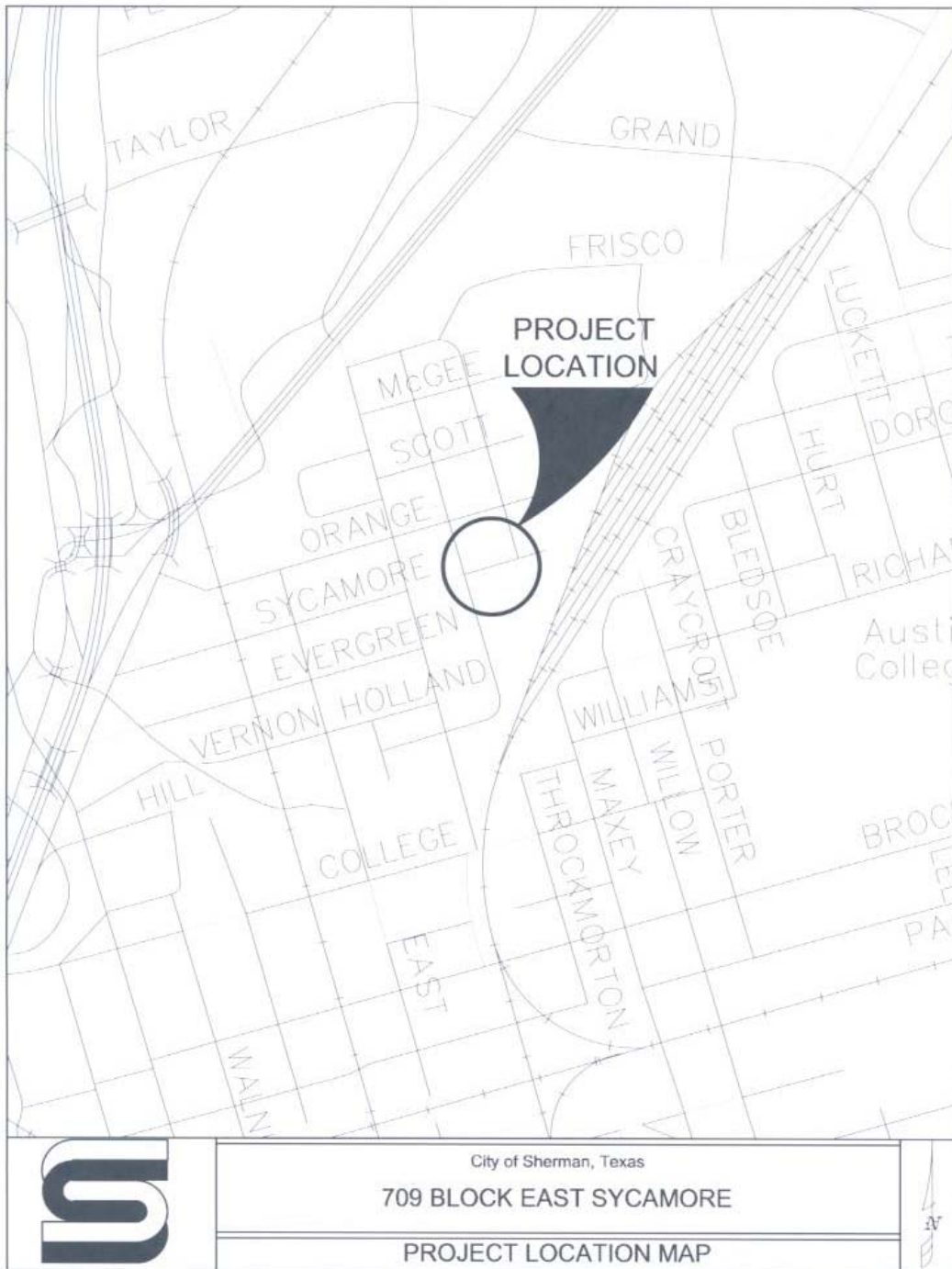
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(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. C.9

*** RESOLUTION NO. 5179**

**Authorizing the Execution of an Agreement with Barton Capital, LTD
for the Abatement of Ad Valorem Property Taxes for the Construction of
a New Single-Family Residence at 713 East Sycamore Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 713 East Sycamore Street.

Background

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

Origination

Barton Capital, LTD, Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$264.00 annually.

Staff Recommendation

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

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5179
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 713 EAST SYCAMORE 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 Barton Capital, LTD and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Barton Capital, LTD 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 713 East Sycamore 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 _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
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 **BARTON CAPITAL, LTD**, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 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. 4685) 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 16th day of June, 2003;

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, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 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 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	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 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 and 2016, and 2017 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 the following location:

Being the Lot 2, Block 1 of Cupid's Corner, Phase II in the City of Sherman, Grayson County, Texas, and being more commonly known as 713 East Sycamore Street.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

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

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

X.

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

XI.

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

XII.

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

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

Barton Capital, LTD
715 S. Sam Rayburn Freeway
Sherman, Texas 75090
(903) 868-4201

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

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD

BY: _____
GEORGE OLSON
CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

Notary Public: _____
Commission Exp. _____
License No (where applicable): _____

APPROVED AS TO FORM:

DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

Mailing Address: 715 S. HWY 75 SHERMAN, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 715 E. SYCAMORE

Summary Legal Description: Lot: 2 Block: 1 Addition: Capitol Corners

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: \$66,000

Estimated Date of Start of Construction: 2-8-08

Estimated Date of Completion of Project: 4-8-08

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): G. L. P. Date: _____

Instrument Number: 2007-00026163

Recorded On: October 23, 2007

As
Recordings

Parties: HUNTER SID

Billable Pages: 1

To BARTON CAPITAL LTD

Number of Pages: 3

Comment: WD

(Parties listed above are for Clerks reference only)

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

Recordings	16.00
Total Recording:	16.00

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

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

File Information:

Document Number: 2007-00026163

Receipt Number: 253311

Recorded Date/Time: October 23, 2007 04:35:29P

Book-Vol/Pg: BK-OR VL-4345 PG-562

User / Station: G WHITE - Cashiering Station 1

Record and Return To:

SHERMAN TITLE

115 W. HOUSTON

SHERMAN TX 75090



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

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

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

WARRANTY DEED

(CORRECTION OF Volume 4255, page 432, OPR,GCT)

(This deed is given to correctly identify Grantee)

DATE: May 25, 2007

GRANTOR: SID HUNTER, not joined by spouse as property is not part of the homestead estate
1124 W. College, Sherman, Grayson County, Texas 75092

GRANTEE: BARTON CAPITAL, LTD , a Texas limited partnership
715 Hwy. 75 South, Sherman, Grayson County, Texas 75090

CONSIDERATION: For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to the undersigned paid, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY (including improvements):

BEING LOTS ONE through FOUR in BLOCK ELEVEN of the REPLAT OF LOTS 6-10, BLOCK 11, JONES SUMMIT ADDITION to the City of Sherman, Texas, as shown by plat of record in Volume 18, page 54, Plat Records, Grayson County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTIES:

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

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Ad valorem taxes having been prorated, the payment of 2007 taxes is assumed the Grantee.

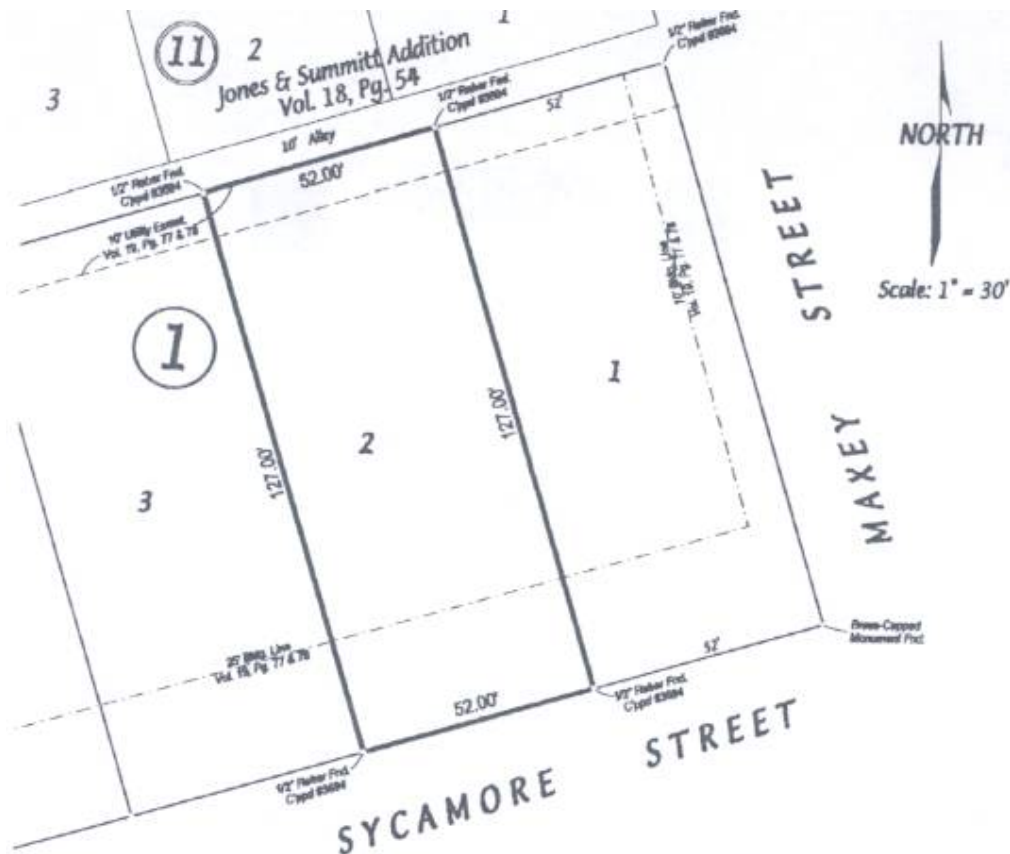
> 
SID HUNTER

State of Texas
County of Grayson

This instrument was acknowledged before me on the 23 day of October, 2007, by Sid Hunter.



> 
Notary Public, State of Texas



SARTIN & ASSOCIATES, INC.
 Registered Professional Land Surveyors
 P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
 phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: CUPID HOMES INVESTMENT

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 5 th day of July, 2007 of the following described property:

Lot TWO (2) in Block ONE (1) of CUPID'S CORNER, PHASE II, an Addition to the City of Sherman, Texas as shown by plat of record in Volume 19, Pages 77 & 78, Plat Records, Grayson County, Texas.

That the improvements located on said property are known as 713 E. SYCAMORE STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

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

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

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 80242 SUBCONTRACTOR: CUPID INVESTMENTS DATE ISSUED: 2/12/2008

PROJECT ADDRESS:	713 E SYCAMORE ST	LOT #:	2
PARCEL ID:		BLK #:	1
SUBDIVISION:	CUPIDS CORNER	ZONE ORD:	
ISSUED TO:	CUPID INVESTMENTS	CONTRACTOR:	CUPID INVESTMENTS
ADDRESS:	715 S HIGHWAY 75	ADDRESS:	715 S HIGHWAY 75
CITY, ST ZIP:	SHERMAN TX 75090-7260	CITY, ST ZIP:	SHERMAN TX 75090-7260
PHONE:	903-868-4201	PHONE:	
PROP. USE:	RESIDENTIAL	SQ FT:	1,149.00
WORK:	CONSTRUCT SINGLE FAMILY	BEDROOMS:	3
VALUATION:	\$ 66,000.00	BATHROOMS:	2
OCCP TYPE:	RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

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

NOTES:

NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. D.1

*** OTHER BUSINESS**

Replat Approval of the NewCrest Addition, a Replat of Lots 1 and 2, Block 1 of Holiday Inn Sherman and Lot 2, Block 1 of the Replat of Lot Three, Block 1 of the Action-75 Addition, being 1.55 acres in the J. B. McAnair Survey, Abstract No. 763; Robert Tate and NewCrest Hotels, Ltd., Owners (2900 Block of U.S. Highway 75 North)

Issue

To consider Replat Approval of the NewCrest Addition, a Replat of Lots 1 and 2, Block 1 of Holiday Inn Sherman, a Replat of Texoma Hospitality Addition Replat

Background

The property is located in the 2900 block of U.S. Highway 75 North in front of 2909 Michelle Drive, the Holiday Inn Express. This request is to join three tracts into one site for a Hotel.

Origination

NewCrest Hotels, Ltd. and Robert Tate (Owners), Danny Patel (Representative), and Underwood Drafting & Surveying (Surveyors)

Board Recommendation

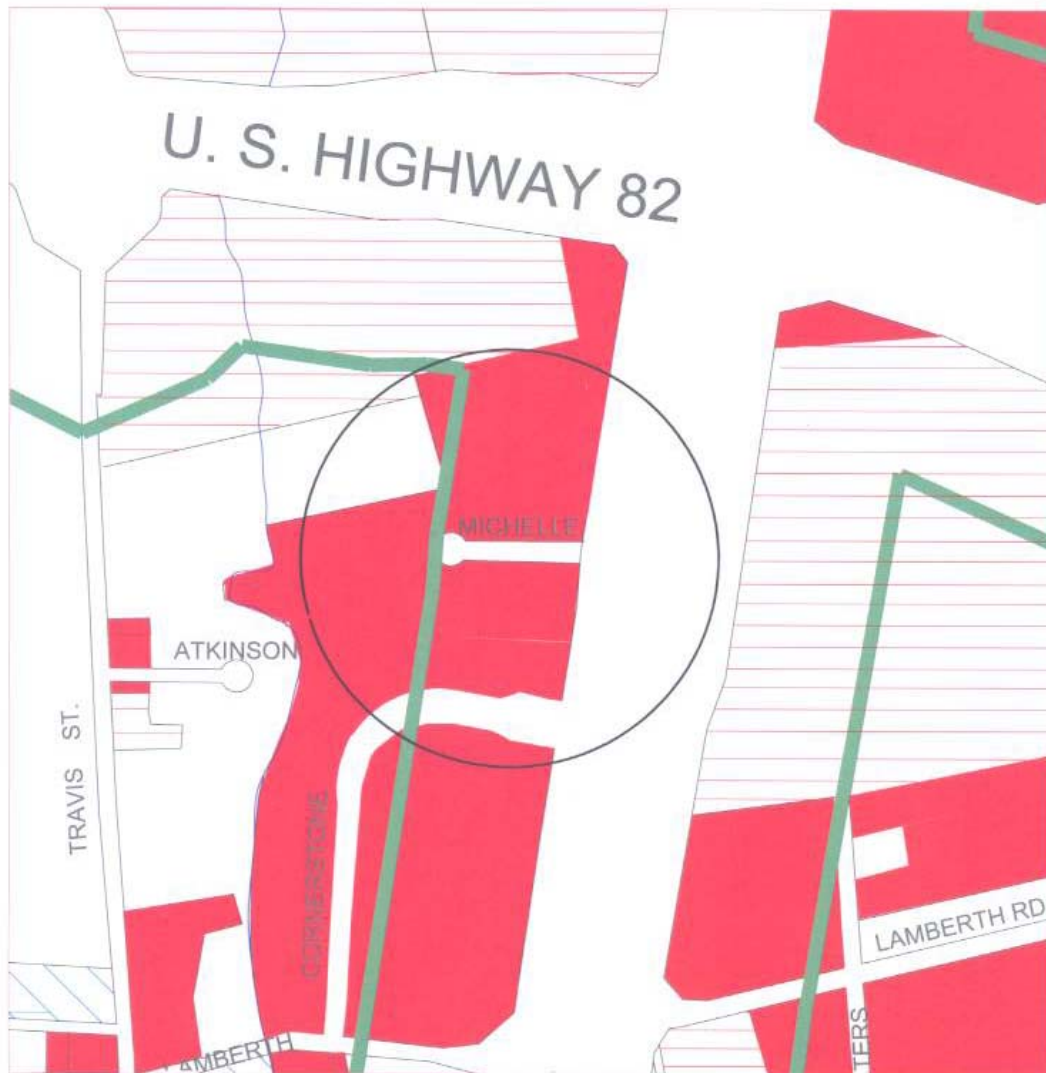
At the February 19, 2008 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

	R-A	SINGLE FAMILY AGRICULTURAL DISTRICT		M-2	HEAVY MANUFACTURING DISTRICT
	SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT		M-H	MANUFACTURED HOUSING DISTRICT
	R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT		O-1	BLALOCK INDUSTRIAL PARK
	R-2	MULTI-FAMILY RESIDENTIAL DISTRICT		O-1.1	OVERLAY DISTRICT - 75 & 82
	C-1	RETAIL BUSINESS DISTRICT		O-1.2	OVERLAY DISTRICT - 1417
	C-2	GENERAL COMMERCIAL DISTRICT		O-1.2	OVERLAY DISTRICT - SAM RAYBURN FREEWAY
	C-O	OFFICE DISTRICT		CPO	COLLEGE PARK OVERLAY
	M-1	LIGHT MANUFACTURING DISTRICT		A&C	ARTS & CULTURAL OVERLAY DISTRICT
	M-1.5	MEDIUM MANUFACTURING DISTRICT		CBD	CENTRAL BUSINESS DISTRICT



2900 BLOCK OF U.S. HWY 75 N.
REPLAT

ENGINEERING DEPARTMENT





2900 Blk. Hwy 75 N.



[illegible]

KNOW ALL MEN BY THESE PRESENTS,

Notar: James R. Monet, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the former documents thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Shreveport, Louisiana.

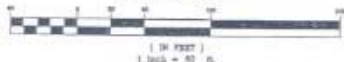
James R. Muel
Registered Professional
Land Surveyor No. 5433



SHOW ELEMENT
PRT/56

LINE	DESCRIPTION	AMOUNT
1	10-000	8,000.00
2	10-000	8,000.00
3	10-000	8,000.00

GRAPHIC SCALE



NEWCREST ADDITION

A REPLAT OF
LOTS 1 AND 2, BLOCK 1
HOLIDAY INN SHERMAN
AND
LOT 2, BLOCK ONE
OF THE
REPLAT OF LOT THREE, BLOCK ONE
ACTION-76 ADDITION
TO THE CITY OF SHERMAN, TEXAS
1.66 ACRES
OUT OF THE
J. B. McANAIR SURVEY
ABST. NO. 763
GRAYSON COUNTY, TEXAS

9-10-20

DIAMON — DEVELOPER
NEWPORT HOTEL, LTD.
308 WRIGHT AVE.
ROCKWALL, TEXAS 75087

3404 INTERURBAN ROAD

UNDERWOOD

DRAFTING & SURVEYING
D. DENSON, TEXAS

— SURVEYOR —
JAMES R. WARE, R.P.L.S. NO.
UNDERWOOD DRAFTING & SURV.
3404 INTERMOUNTAIN ROAD
DENVER, TEXAS 7502

2013年12月31日 2014年12月31日

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

2900 Block of US Hwy. 75 North
1.55 Acres of in the JB McAnair Survey, Abstract #763 and all of Lots 1 and 2,
Block 1 of Holiday Inn Sherman, a Replat of Texoma Hospitality Addition
Replat

Requested Action/Proposed Use:

NewCrest Addition, a Replat of Lots 1 and 2, Block 1 of Holiday Inn Sherman, a Replat of Texoma Hospitality Addition Replat

Background

This request is to join three tracts into one site for a Hotel.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

NewCrest Hotels, Ltd. and Robert Tate (Owners), Danny Patel (Representative), and Underwood Drafting & Surveying (Surveyors)

Master Plan Designation:

Retail/Commercial

Attachments:

Location map
Photographs
Replat
Staff Review Letter

Prepared by:
Rita Gaither,
Planning & Developmental Coordinator

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

February 7, 2008

NewCrest Hotels, Ltd.
308 Wright Ave.
Rockwall, TX 75032

Robert Tate
4520 Texoma Parkway #J
Sherman, Texas 75090

Danny Patel
1431 Greenway Drive #915
Irving, TX 75038

Dear Applicants,

Your request for approval of a Replat for property located in the 2900 Block of U.S. Highway 75 North has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. No new drive approaches will be allowed along the highway.
2. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire)
3. Original tax certificates shall be furnished prior to recording of the plat.
4. Water pro-rata is to be paid.
5. If no main extension occurs, sewer pro-rata will be required.
6. The Volume and Page of the private "Sign Easement" to be indicated.
7. Detention is required or the runoff from this site must be conveyed to the existing detention facility without adversely affecting the existing Holiday Inn site.
8. Replace the percent symbol with a degree symbol in description for the south property line bearing in the field notes.
9. A driveway to Michelle Drive is required. A permit to construct the driveway approach shall be obtained from the City of Sherman. The driveway approach shall be inspected by the Engineering Department.
10. Any other changes made to the Replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. 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 Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities & Engineering

CC: George Olson, City Manager Danny Fuller, Fire Marshal
 Scott Shadden, Director of Development Services Jeff Miller, Director of Public Works
 Doreen E. McGookey, City Attorney James Shankles, Jr., P.E., City Engineer
 Rita Gaither, Development Coordinator Angela Gurley, Customer Service Manager
 Underwood Drafting & Surveying, Inc., 3404 Interurban Rd., Denison, TX 75021



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. D.2

*** OTHER BUSINESS**

Final Plat Approval of Veteran's No. 1 Addition, being 1.812 acres in the Fleming Jennings Survey, Abstract No. 638; Mike Bernard, Owner (2900 Block of U.S. Highway 82 East)

Issue

To consider Final Plat approval of Veteran's No. 1 Addition

Background

The property is located on the south side of U. S. Highway 82 East between Baker Road and Skaggs Road. This is the final plat for property currently zoned C-2 (General Commercial) District. The property has never been platted.

Origination

Mike Bernard (Owner), Jack Gurley (Representative), and Underwood Drafting & Surveying (Surveyors)

Board Recommendation

At the February 19, 2008 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map

Photos

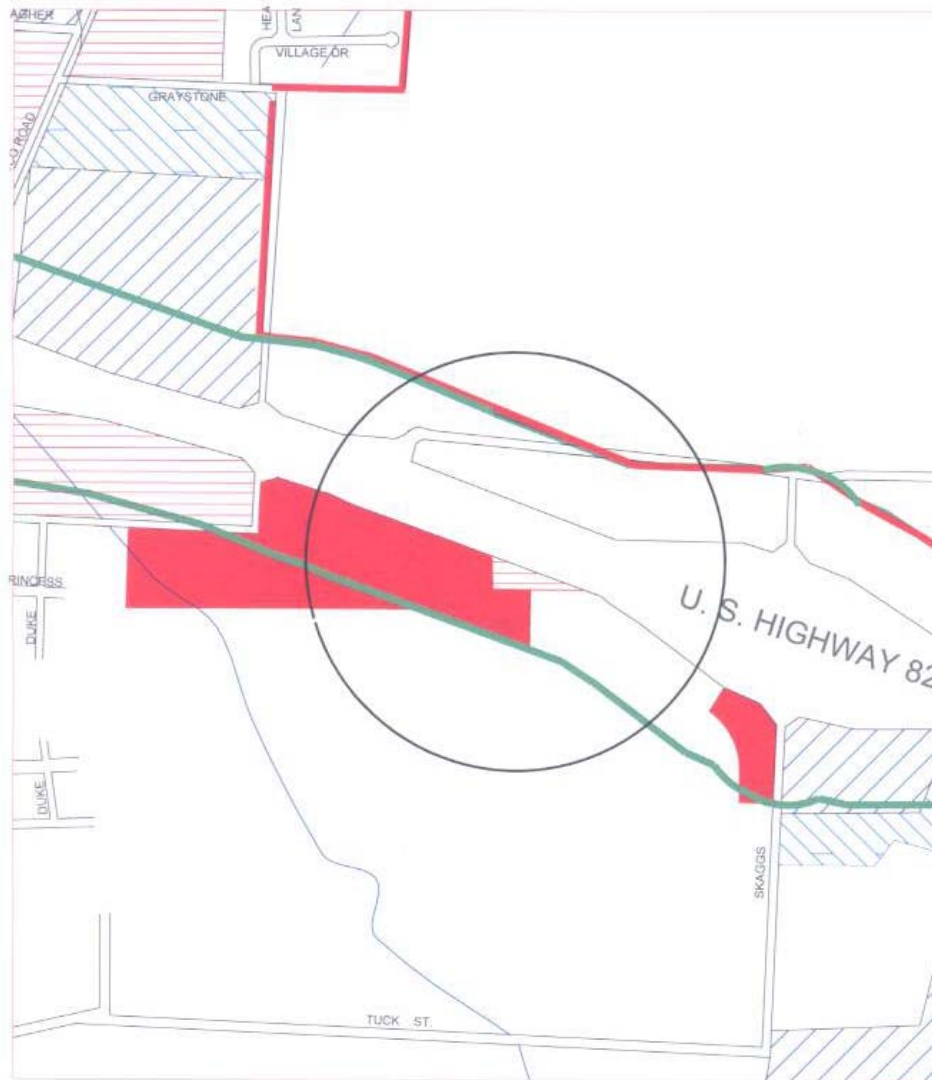
Plat

P&Z Communication

Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

	R-A	SINGLE FAMILY AGRICULTURAL DISTRICT		M-2	HEAVY MANUFACTURING DISTRICT
	SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT		M-H	MANUFACTURED HOUSING DISTRICT
	R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT		O-1	BLALOCK INDUSTRIAL PARK OVERLAY DISTRICT - 75 & 82
	R-2	MULTI-FAMILY RESIDENTIAL DISTRICT		O-1.1	OVERLAY DISTRICT - 1417
	C-1	RETAIL BUSINESS DISTRICT		O-1.2	OVERLAY DISTRICT - SAM RAYBI
	C-2	GENERAL COMMERCIAL DISTRICT		CPO	COLLEGE PARK OVERLAY
	C-O	OFFICE DISTRICT		A&C	ARTS & CULTURAL OVERLAY DISTRICT
	M-1	LIGHT MANUFACTURING DISTRICT		CBD	CENTRAL BUSINESS DISTRICT
	M-1.5	MEDIUM MANUFACTURING DISTRICT			



**2900 BLK U S HWY 82 EAST
FINAL PLAT**

Department of Developmental Services



City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

2900 Block of US Hwy. 82 East
1.812 Acres of in the Fleming Jennings Survey, Abstract #638
Final Plat

Requested Action/Proposed Use:

Preliminary Plat of Veteran's Addition

Background

This is the final plat for property currently zoned C-2 (General Commercial) District. The property has never been platted.

Adjacent Zoning:

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

Origination:

Mike Bernard (Owner), Jack Gurley (Representative), and Underwood Drafting & Surveying (Surveyors)

Master Plan Designation:

Retail/Commercial

Attachments:

Location map
Photographs
Final Plat
Staff Review Letter

Prepared by:
Rita Gaither,
Planning & Development Coordinator

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

February 7, 2008

Mike Bernard
618 Hillside
Sherman, Texas 75090

Jack Gurley
139 Ken Drive
Sherman, Texas 75090

Dear Applicants,

The request for approval of a Final Plat of Veteran's No. 1 Addition concerning the property located in the 2900 Block of U.S. Highway 82 East has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Driveways shall conform to TxDOT standards and a permit is required from the City of Sherman Engineering Department.
2. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire)
3. Original tax certificates shall be furnished prior to recording of the plat.
4. Detention facilities are required unless the runoff from the site can be directly carried to a designated FEMA floodway that has adequate capacity (no adverse impact on downstream properties).
5. A permit issued by the City of Sherman and approved by TxDOT is required for driveways to U.S. Highway 82. Driveways shall be constructed according to City of Sherman standards and shall be inspected by the Engineering Department.
6. Any other changes made to the final plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission

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

Respectfully,

Mark Gibson
Director of Utilities and Engineering

CC: George Olson, City Manager Danny Fuller, Fire Marshal
 Jeff Miller, Director of Public Works Doreen E. McGookey, City Attorney
 James Shankles, Jr., P.E., City Engineer Rita Gaither, Development Coordinator
 Lambert + Lockwood Architecture (PO Box 27341, Flower Mound, TX 75027)
 Underwood Drafting & Surveying (3404 Interurban Rd, Denison, TX 75021)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. D.3

*** OTHER BUSINESS**

Replat Approval of the North One-Half of Lot 8, and all of Lots 9 and 10, Block 2 of W. Elliott's Gray's Hill Addition, being 0.43 acres in the J.B. McAnair Survey, Abstract No. 763; Texoma Development, Inc., Owners (1300 Block of West Lamar Street and 100 Block of South Holly Street)

Issue

To consider Replat approval of the North one-half of Lot 8, and all of Lots 9 and 10, Block 2 of W. Elliott's Gray's Hill Addition

Background

The property is located on the northeast corner of Holly and Lamar Streets. This is a replat of two and one-half lots into three lots to construct a duplex on each of the lots.

Origination

Texoma Development, Inc. (Owners), Boothe Enterprises (Developer), and Sartin and Associates, Inc. (Surveyors)

Board Recommendation

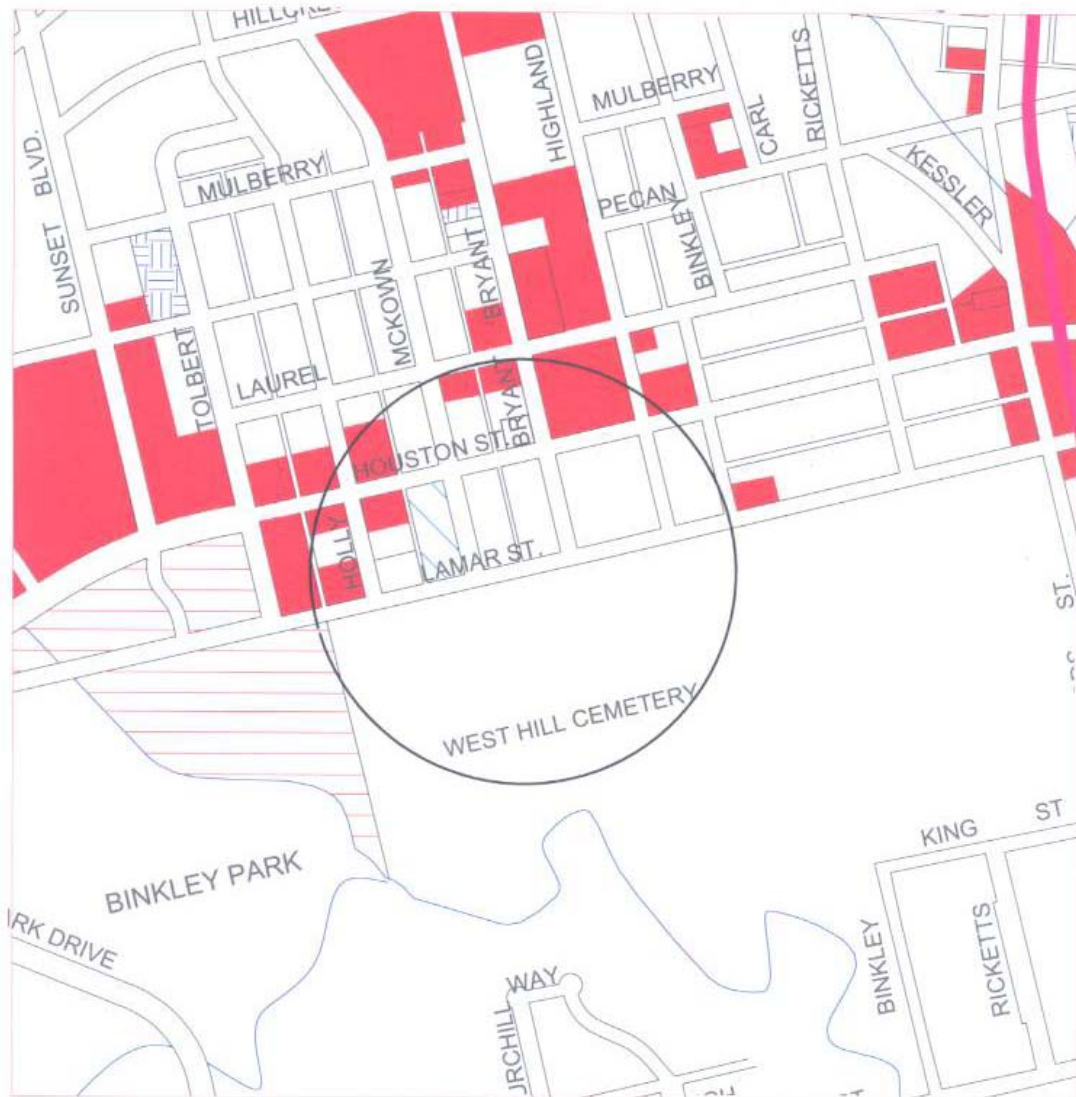
At the February 19, 2008 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

	R-A	SINGLE FAMILY AGRICULTURAL DISTRICT		M-2	HEAVY MANUFACTURING DISTRICT
	SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT		M-H	MANUFACTURED HOUSING DISTRICT
	R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT			BLALOCK INDUSTRIAL PARK
	R-2	MULTI-FAMILY RESIDENTIAL DISTRICT		O-1	OVERLAY DISTRICT - 75 & 82
	C-1	RETAIL BUSINESS DISTRICT		O-1.1	OVERLAY DISTRICT - 1417
	C-2	GENERAL COMMERCIAL DISTRICT		O-1.2	OVERLAY DISTRICT - SAM RAYBURN FREEWAY
	C-O	OFFICE DISTRICT		CPO	COLLEGE PARK OVERLAY
	M-1	LIGHT MANUFACTURING DISTRICT		A&C	ARTS & CULTURAL OVERLAY DISTRICT
	M-1.5	MEDIUM MANUFACTURING DISTRICT		CBD	CENTRAL BUSINESS DISTRICT



**1300 BLK WEST LAMAR
100 BLOCK SOUTH HOLLY
REPLAT**

Department of Developmental Services





1300 W. Lamar



[illegible]

REPLAT of the NORTH ONE-
LOT EIGHT, and all of LOTS
and TEN, BLOCK TWO, W. ELL
GRAY'S HILL ADDITION
(Vol. 120, Pg. 78, DEED RECORD)
to the
CITY of SHERMAN, TEXAS

AGENDA ITEM #19

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
February 19, 2008
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

1300 Block of West Lamar and 100 Block of South Holly
Being 0.43 acres in the J.B. McAnair Survey, Abstract No. 763 and the north 25 feet of Lot 8 and all
of Lots 9 & 10, Block 2 of W. Elliott's Gray's Hill Addition
Replat

Requested Action/Proposed Use:

Replat of the North 25 feet of Lot 8 and all of Lots 9 & 10, Block 2, of W. Elliott's Gray's Hill Addition

Background

This is a replat of a two and one-half lots into three lots for the purpose of development.

Adjacent Zoning:

R-1 (One and Two Family Residential) District, R-2 (Multi-Family Residential) District, and C-1 (Retail Business) District

Origination:

Texoma Development, Inc. (Owners), Boothe Enterprises (Developer), and Sartin and Associates, Inc. (Surveyors)

Master Plan Designation:

Residential

Number of notices mailed:

32

Objections Received:

0

Attachments:

Location map, Photographs, Replat, Staff Review Letter

Prepared by:
Rita Gaither,
Planning & Development Coordinator

Approved by:
Scott Shadden,
Director of Development Services

STAFF REVIEW LETTER

February 7, 2008

Texoma Development, Inc.
PO Box 517
Sherman, Texas 75091-0517

Kyle Boothe
224 W. Houston
Sherman, Texas 75090

Dear Applicants,

Your request for approval of a Replat for property located in the 1300 Block of West Lamar has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 19, 2008 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Sidewalks and Driveways shall conform to City of Sherman standards and a permit is required from the City of Sherman Engineering Department.
2. There will be no drive approaches onto Lamar Street.
3. A common access easement is to be recorded by separate instrument.
4. Water and Sewer pro-rata due on Lot 10R.
5. A private sanitary sewer easement is required to serve Lot 10R. Existing sanitary sewer is located along Lamar Street and in the alley east of proposed Lot 8R.
6. Letters from the various utility providers are required verifying availability of service and when service will be available. (City will acquire)
7. Original tax certificates shall be furnished prior to recording of the plat.
8. Floodplain boundary should be indicated if applicable.
9. It is recommended that the lots be graded to ensure that storm water runoff does not flow from one lot to an adjacent lot.
10. A permit is required for the construction of driveway on Holly Street. The driveway shall be constructed to the standards of the City of Sherman and shall be inspected by the Engineering Department.
11. Sidewalks are required along Holly Street and Lamar Street.
12. Any other changes made to the Replat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. 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 Rita Gaither, Development Coordinator at 903-892-7212 prior to the meeting.

Respectfully,

Mark Gibson
Director of Utilities & Engineering

CC: George Olson, City Manager
Scott Shadden, Director of Development Services
Doreen E. McGookey, City Attorney
Rita Gaither, Development Coordinator
Sartin & Associates Survey Company

Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works
James Shankles, Jr., P.E., City Engineer
Angela Gurley, Customer Service Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. D.4

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. D.5

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. D.6

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

a) Parks and Recreation Advisory Board (2)

Issue

With the resignation of Nat McClure and Joey Womble, there are two vacancies on the Parks and Recreation Advisory Board. We have received applications from John Markl, Dorothy “Dee” Beaver, Christopher Oestreich, and Casey Peacock. Any appointments will be to fill unexpired terms to September 5, 2009.

Background

The Parks and Recreation Advisory Board advises the City Council on long-range planning and the implementation of programs and activities conducted by the Parks and Recreation Department.

Origination

The request originated with the City Clerk’s Office.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is recommended that the City Council consider appointments to the Parks and Recreation Advisory Board.

Alternatives

The City Council could choose not to appoint new members.

Attachments

A membership roster, fact sheet, applicant list, and applications are attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD

LENGTH OF TERMS: TWO YEARS

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Nancy Kirkpatrick	1	U 8/8/2006 R 2/23/2007	2/23/2007 2/23/2009	0 1	
Vacant			9/5/2009		
Shane Best	4	A 6/19/2007	6/19/2009	1	
Vacant			9/5/2009		
Margie Morris	4	A 11/8/2005 R 11/8/2007	11/8/2007 11/8/2009	1	
Jo Ann Osburn	1	A 9/5/2007	9/5/2009	1	
Jennifer Thompson	4	A 11/8/2005 R 11/8/2007	11/8/2007 11/8/2009	1	

NOTE:

Chair:
Vice Chair:

Term:

CITY STAFF: Ben Uselton, Parks and Recreation Administrator
Revised 2/4/2008

FACT SHEET

PARKS AND RECREATION BOARD

Established by ORDINANCE 3181 – MARCH 28, 1977

1. Number of Members: SEVEN (7)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE (3) TERMS – ORDINANCE 4112 (7/24/89)
4. Qualifications for Membership: INTEREST IN PROGRAMS AND ACTIVITIES CONDUCTED BY PARKS AND RECREATION DEPARTMENT. A STUDENT OF SHERMAN HIGH SCHOOL DESIGNATED BY STUDENT COUNCIL, AND THE DIRECTOR OF PARKS AND RECREATION SHALL BE EX-OFFICIO, NON-VOTING MEMBERS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON E VICE CHAIRPERSON SECRETARY A

ELECTED APPOINTED
7. Departmental Responsibility: ASSISTANT CITY MANAGER/PARKS AND RECREATION DEPARTMENT
8. Meeting Date: FIRST WEDNESDAY OF EACH MONTH
9. Attendance Requirements: WILL FORFEIT SEAT BY MISSING 3 CONSECUTIVE MEETING WITHOUT GOOD CAUSE

=====

PURPOSE:

To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

RESPONSIBILITIES:

Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.

APPLICANT LIST**Parks and Recreation Advisory Board****Positions Vacant 2**

Applicant	Address	District	Qualifications
John Markl	805 W. Lamberth Rd	1	Markl & Sons HVAC Contractor
Dorothy Beaver	1424 Yarborough	4	
Christopher Oestreich	1729 Archer Dr.	4	Lamar Advertising Account Executive
Casey Peacock	2005 Bois D’Arc	1	Henchs Country Livn Homes Owner

COMMENTS:



**CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP**

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: JOHN MARKL
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: PARKS + RECREATION

☒ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information

Home Address: 805 W LAMBERTH RD
Mailing Address: SAA
Telephone: 903 893-3011 Fax: N/A
E-Mail: johnmarkl@camerac.net
Sherman Resident for 30 years County: Grayson
Drivers License No.: D9282232
*Voter Registration No.: 1024982492 ✓

Occupational Information

Business Name: MARKL & SONS
Occupation: HVAC CONTRACTOR
Address: 114 E BROCKETT
Telephone: 903 893 3060 Fax: N/A
E-Mail: marklandson@camerac.net

Which Council District do you live in? (see attached map) (1) ONE ✓

Prior work experience: (please include dates)
HVAC CONTRACTOR 1993-2000 2002-PRESENT
PLANT MANAGER 1992-1993 2001-2002
CITY OF SHERMAN 1996-1997

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1978
Business College, Correspondence School, Adult Education, Other? GRAYSON CO COLLEGE ABA
Name of College/University: UNIVERSITY OF TEXAS AT ARLINGTON ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)
SHERMAN CITY COUNCIL 1996-2004 2005-07

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

N/A

Taxes - No

Application held for 12 months from date received

RECEIVED
JUN 2007
In the
CITY CLERK'S
OFFICE

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?

TO HELP SET LONG TERM GOALS FOR SHERMAN'S PARKS & REC SYSTEM

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) VARIETY OF FACILITY REQUESTS FROM CITIZENS

SETTING LONG TERM GOALS & PRIORITIZING THEM

2) WALKING - HIKING - BIKING TRAILS

CREATE A CONTIGUOUS SYSTEM OF TRAILS THAT "GO SOMEWHERE"

3) MODERNIZING FACILITIES

SEEK COST EFFECTIVE UPGRADES SIMILAR TO THE HAWN POOL - SPLASH PARK PROJECT

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

20 YEAR AFFILIATION W/ CITY OF SHERMAN
ABLE TO VIEW PIR W/ RESPECT TO THE "BIG PICTURE" OF CITY BUSINESS

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

NONE

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: SPOKE W/ BRAD DOUGLASS ON TRAILS, SPEAK FREQUENTLY W/ NANCY KIRKPATRICK

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

*I affirm that I am qualified to vote.

Signature: _____

John Moul

Date: _____

6/20/07

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.





CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
JUL 11 1996
CITY CLERK
OFFICE

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name:

DEATHY M. BEAVER [DEE BEAVER]

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

RECREATION BOARD

☒ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>1424 YARBROUGH</u>	Business Name: _____
Mailing Address: <u>SHERMAN, TX 75091</u>	Occupation: _____
Telephone: <u>903-591-4669</u> Fax: _____	Address: _____
E-Mail: _____	Telephone: _____ Fax: _____
Sherman Resident for <u>4</u> years County: <u>GRAYSON</u>	E-Mail: _____
Drivers License No.: <u>89254654</u>	
*Voter Registration No.: <u>400921</u> ✓	

Which Council District do you live in? (see attached map)

District 4 ✓

Prior work experience: (please include dates)

INDEPENDENT JOURNALISM COUNCIL 1950-2001
HIGH SCHOOL - EASY WINDSOR YARD 1969-1979
LENN LEMPE CHAMP FIRE COUNCIL 1979-1987

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1951
Business College, Correspondence School, Adult Education, Other? ASSOCIATE DEGREE THOMAS DISCU

Name of College/University: _____ ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

CAMP FIRE COUNCIL - SHERMAN 1950-1968
YOUTH HEALTH CLINIC - SHERMAN 2000-PRESENT

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - Yes, this year

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I HAVE BEEN INVOLVED IN RECREATION TYPE ACTIVITIES SINCE
I WAS IN HIGH SCHOOL

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) _____

2) _____

3) _____

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

IN MY LAST POSITION I WAS RESPONSIBLE FOR PROGRAM DEVELOPMENT
AND MEMBER USAGE OF SPORTS - YEAR-ROUND IN FIELDS SERVING
AS MEMBERSHIP DIRECTOR, DEVELOPING FUNDED AND UNFUNDED RECREATION
PROGRAMS

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

*I affirm that I am qualified to vote.

Signature: _____

Date: 1/14/05

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.





CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP

RECEIVED
FEB 2008
in the
CITY CLERK'S
OFFICE

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Christopher James Oestreich (Chris)
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: Parks + Recreation Board

☒ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information

Home Address: 1729 Archer Dr.
Mailing Address: Same
Telephone: 903-892-2947 Fax:
E-Mail: C.Oestreich@hotmail.com
Sherman Resident for 13 years County: Grayson
Drivers License No.: 10856341
*Voter Registration No.: 9602269 ✓

Occupational Information

Business Name: Lamar Advertising
Occupation: Account Executive
Address: Hwy 56 W. Sherman 75090
Telephone: 892-1611 Fax: 892-2176
E-Mail: Coestreich@lamar.com

Which Council District do you live in? (see attached map) 4 ✓

Prior work experience: (please include dates)

May 1995 - August 2007 Austin College - Basketball Coach/Ath. Facility Director
August 1994 - May 1995 Cornell College - Asst. Basketball Coach - Asst. Professor ESS
June 1990 - August 1994 Rockhurst Univ. - Asst. Basketball Coach

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1982

Business College, Correspondence School, Adult Education, Other?

Name of College/University: Univ. Missouri @ K.C. ☐ Bachelor's ☒ Master's ☐ PhD

Volunteer Work: (please include dates)

Boys + Girls Club - Sherman Holiday Tournament - Hoop Dreams Summer Basketball
Program - Girls Inc. Volunteer Coach -

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?

See attachment A

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) See Attachment A1

2) See Attachment A2

3) See Attachment A3

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Masters of Arts in Higher Ed. Administration (15 hours in facilities management)

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

No

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: Spoke with Councilman Willie Steele about position.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

**I affirm that I am qualified to vote.*

Signature: Chie J. Osteruch

Date: 2/3/08

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.



Attachment for Parks and Recreation Board Application/Chris J. Oestreich:

Attachment A:

I would like to be on the Parks and Recreation Board to participate in our city government. Representing the citizens of Sherman and their best interest would be my utmost priority. My background in facilities management, athletics, directing camps and personnel management would allow me to help govern our parks, facilities, recreation programs and future endeavors in these areas.

Attachment A1:

I believe the development of our current parks, the existing areas that have been set aside for parks and our growing recreation programs are key issues. Objectively looking at each situation, the number of citizens affected and the expediency in which this can be done will be important.

Attachment A2:

Being caretakers of the tax dollars set aside for Parks and Recreation projects will be a top priority. This will be done through careful research and evaluation by the board and each member. Being actively involved, and having a sound understanding will be important. Using all the information and working with the other arms of the city government to make the best decision for all will be a critical component of fiscal responsibility.

Attachment A3:

Long-term planning is my last concern. I realize there is a long-term plan in place, but constantly reviewing it will be a key. Building on the plan will assure continued growth of our Parks and Recreation programs. Sherman's parks are a great asset to our community; developing those parks and sound recreation programs will help us progress as our community grows. Executing our short-term plan and continuing to develop our long-term goals will assure great parks and recreations programs for generations to come.



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1108
Sherman, TX 75091
Fax: (903) 892-7694

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name:

Casper Peacock
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Parks & Rec Board

☐ Yes, I would be interesting in serving on subcommittees that may be formed.

Personal Information

Home Address: 2005 Bois D'ArcMailing Address: Sherman 75092Telephone: 903-893-9121 Fax:E-Mail: cpeacock@graysoncable.comSherman Resident for 10 years County: GraysonDrivers License No.: 11603340*Voter Registration No.: 1025340977 ✓Business Name: Hatch's Country Livin HomesOccupation: OwnerAddress: 17245 State Hwy 56 Sherman 75092Telephone: 903-898-2577 Fax: 903-898-0977

E-Mail:

Which Council District do you live in? (see attached map) 2 1 ✓

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1993 Plano Sr. High School

Business College, Correspondence School, Adult Education, (Other?)

Name of College/University: Texas A&M ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Sherman Kiwanis, SFLP

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

So people will want to live in this great city.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

- 1) _____

- 2) _____

- 3) _____

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: Chris Adams

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

*I affirm that I am qualified to vote.

Signature: _____

Date: 2-26-08

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. D.7

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. D.8

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 3-3-2008

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2008 CITY COUNCIL MEETINGS

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

01/21/08 - M.L.K., Jr. Birthday - Called Council Meeting on 01/22/08
02/29/08 - 12:00 Noon Called Meeting with Chamber Board
05/10/08 - City Council Election
09/01/08 - Labor Day - Called Council Meeting on 09/02/08