

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JANUARY 15, 2018
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER JOSH STEVENSON**
- A. 3. INVOCATION BY COUNCIL MEMBER JOSH STEVENSON**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 2, 2018**

Proclamations

- B. 1. PROCLAMATION**
"Dr. Martin Luther King, Jr. Day" – January 15, 2018

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6094**
Adopting a Revised Official Zoning Map
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6095**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Brewery and Retail/Event Center in a C-1 (Retail Business) District at 1002 North Walnut Street, being the west 38' of Lot 1 and Lots 2, 3, 4 and 6, Block 1, J. F. Evans Addition and a part of the J. B. McAnair Survey, Abstract No. 763 for a total of 2.184 acres (1002 N Walnut, LLC, Owners; 903 Brewers, Tenants; and David Baca Studio, LLC, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6096**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 5215 Knollwood Road, being 0.77 acres in the Alexander and Richards Survey, Abstract No. 42 (Jud Corp, LLC, Owners; and Uma Chandar, Representative)
- C. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6097**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-2 (Multi-Family Residential) District at 1305 South F.M. 1417 (Heritage Parkway), being 0.645 acres in the Elizabeth Jones Survey, Abstract No. 625 (SSCGC Holdings, LLC, Owners; JNPHM Development, LLC, Developer; and Preston Trail Land Surveying, Surveyor)

Close Public Hearing and Consider Adoption of Ordinances

- C. 5. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 6094, 6095, 6096 and 6097

C. 6. CONSENT AGENDA

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

Resolutions

D. 1. RESOLUTION NO. 6322

Authorizing the Acceptance of a General Warranty Deed from Sherman Economic Development Corporation aka SEDCO for the Conveyance of a 7.7109 acre tract of land, more or less, situated in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, County of Grayson, State of Texas, being more fully described by metes and bounds in the attached Exhibit "A" and illustrated in the attached Exhibit "B"

D. 2. RESOLUTION NO. 6323

Authorizing Execution of a Contract with Transcend, Inc. D/B/A SPA Skateparks to Design and Build Skatepark Improvements at Hawn Park through the TIPS Purchasing Cooperative

D. 3. * RESOLUTION NO. 6324

Authorizing Execution of a Drainage Agreement with Cross Development ER Sherman, LLC.

D. 4. * RESOLUTION NO. 6325

Authorizing Execution of a Drainage Agreement with Steve Palmer

D. 5. * RESOLUTION NO. 6326

Authorizing Execution of a Drainage Agreement with One Ganesha, Ltd.

D. 6. RESOLUTION NO. 6327

Authorizing Execution of a Detention Agreement with Young Enterprises, LP for the Construction of Public Detention and Drainage Facilities in Magnolia Village, a 12.0-acre Development East of North Travis Street and North of U.S. Highway 82 in the City of Sherman

D. 7. * RESOLUTION NO. 6328

Authorizing Execution of an Encroachment Easement to Young Enterprises for the Installation of a Water Line within the platted public right-of-way along Staples Street to South Travis Street to provide water services for part of Block "B" of Staples Addition, Sherman, Texas, known as 112 West Staples Street in the City of Sherman

D. 8. * RESOLUTION NO. 6329

Authorizing the Acceptance of a Conveyance Document from Ralph Courtney and Jacqueline Courtney for the Conveyance and Acquisition of Properties located at 637-639 Regency Drive, being Lot 10 of the Replat of Belaire Third Addition to the City of Sherman, Texas, as shown by Plat of Record in Volume 3, Page 2 of the Plat Records of Grayson County, Texas, said properties being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes

D. 9. * RESOLUTION NO. 6330

Awarding a Bid to and Authorizing Execution of an Agreement with Landmark Bank, N.A. for the Lease-Purchase Financing of Capital Equipment

D. 10. * RESOLUTION NO. 6331

Authorizing the Purchase of a New 2018 T800 Kenworth Roll Off Truck for the Solid Waste Department from MHC Kenworth Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard)

D. 11. * RESOLUTION NO. 6332

Authorizing the Purchase of a New 2018 T370 Kenworth with Heil PT1000 Rear Loader Body Rear Load Truck for the Solid Waste Department from MHC Kenworth Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard)

D. 12. * RESOLUTION NO. 6333

Authorizing the Purchase of a New 2018 T370 Kenworth Brush Truck with Heil-Epsilon Body for the Solid Waste Department from MHC Kenworth Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard)

Change Orders

E. 1. CHANGE ORDER NO. 1

The Loy Lake Road Project; Vessels Construction a Division of Vescor, Inc.; \$102,217.41 Increase from Contract Price

Other Business

F. 1. OTHER BUSINESS

Receive Communications Manager Nate Strauch's Presentation on the City of Sherman's Low Income Housing Tax Credit Program (Sherman High Lofts)

F. 2. * OTHER BUSINESS

Replat Approval of Lot 4, Oaks of Norwood Addition, being all of Lot 4 of the Oaks of Norwood Addition, containing 4.417 acres in the Elijah Hartzog Survey, Abstract No. 540 and the Fielding Bacon Survey, Abstract No. 120; Jeffrey and Laura Hill, Owners; and Underwood Drafting and Surveying, Inc., Surveyor (2320 Shady Oaks Lane)

F. 3. * OTHER BUSINESS

Final Plat Approval of Sherman Crossroads Medical No. 2, being 6.8384 acres in the Preston Kitchen Survey, Abstract No. 667, and in Tract 4 of the Blalock Industrial Park; Sherman Crossroads, LTD, Owners; and Brockett/Davis/Drake, Inc., Civil Engineers/Surveyor (2800-3600 Blocks of South U.S. Highway 75)

F. 4. * OTHER BUSINESS

Final Plat Approval of The Brooks on Heritage Parkway Addition, being 6.423 acres in the Elizabeth Jones Survey, Abstract No. 625; SSCGC Holdings, LLC, Owner; JNPHM Development, LLC, Developer; and Preston Trail Land Surveying, Surveyor [1305 South F.M. 1417 (Heritage Parkway)]

F. 5. * OTHER BUSINESS

Site Plan Approval for Heritage Development Partners, LLC, Owners; Brockett/Davis/Drake, Inc., Civil Engineers/Surveyor; and Curtis Group Architects, LTD, Architect under Ordinance No. 2252, Article IV, Section 410(2)(j) to allow a Medical Office Building (Crossroads Medical Office Building) in the Blalock Industrial Park/Blalock Commercial Overlay District in the 2800-3600 Blocks of South U.S. Highway 75

G. CITIZEN REQUESTS

H. MEDIA QUESTIONS

Consider Board/Commission Appointments

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

- (a) Keep Sherman Beautiful Commission (5)

J. COUNCIL COMMENTS

Executive Session

K. 1. EXECUTIVE SESSION

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

Section 551.071 Consultation with City Attorney concerning Pending or Contemplated Litigation

Section 551.071 Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter

Section 551.074 Personnel Matters:
(a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions
 (1) Greater Texoma Utility Authority Board of Directors (1)
 (2) Sherman Economic Development Corporation Ex-Officio Board Members (2)

Section 551.087 Deliberation Regarding Economic Development Negotiations:
(a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

L. 1. OPEN MEETING

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

M. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on January 12, 2018 at 11:00 a.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 12th day of January, 2018
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Pamela L. Howeth

Council Members

Willie Steele, Council-At-Large, PL #1

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

Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2

Pamela L. Howeth, Council – District #3

Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A.4.

Meeting Date: 01/15/2018

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 2, 2018

Attachments

January 2, 2018

January 2, 2018

**MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR PAM HOWETH.
COUNCIL MEMBERS HOLLAND, SOFEY, STEELE,
STEVENSON, TEAMANN.**

CALL TO ORDER

CALL TO ORDER

APPROVE MINUTES

PROCLAMATION

**SCHOOL BOARD
RECOGNITION
MONTH
PROCLAMATION
(JAN. 2018)**

PUBLIC HEARING

**PROPOSED TAX
ABATEMENT
J.P. HART LUMBER CO.**

Robby Hefton, City Manager, explained that the Tax Reinvestment Committee met recently to discuss the proposed tax abatement. Members of the Committee represent the City, Sherman ISD, Grayson County, and Grayson College.

COUNCIL MINUTES – JANUARY 2, 2018

He said J.P. Hart Lumber Co. has been working over the last several months to open a facility in Sherman's Industrial Park.

This agenda item is the last step to put the incentives in place for the company. The proposal is for a five-year tax abatement that complies with the internal policies for their level of investment. The Committee recommended the proposed tax abatement.

No citizens appeared before the City Council to discuss the proposed Tax Abatement Agreement with J.P. Hart Lumber Co., LLC.

The Public Hearing was closed.

RESOLUTIONS

RESOLUTION NO. 6321 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH J.P. HART LUMBER CO., LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR IMPROVEMENTS WITHIN INDUSTRIAL REINVESTMENT ZONE, NUMBER 122017-01, CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH J.P. HART LUMBER CO., LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR IMPROVEMENTS WITHIN INDUSTRIAL REINVESTMENT ZONE, NUMBER 122017-01, CITY OF SHERMAN, TEXAS.

**RES 6321
TAX ABATEMENT
J.P. HART LUMBER CO.**

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6321, as presented. Second by Council Member Teamann.

VOTING AYE: Holland, Howeth, Sofey, Steele, Stevenson, Teamann.

VOTING NAY: None.

ABSTAIN: Plyler

MOTION CARRIED.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

STAY WARM AND CHECK ON NEIGHBORS

Deputy Mayor Howeth urged citizens to stay warm and check on their neighbors during the extreme cold weather conditions.

**STAY WARM & CHECK
ON NEIGHBORS**

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Goodwill will host a blood drive at their Texoma Parkway location on January 3, 2018, from 9:00 a.m. until 5:00 p.m.

ANNOUNCEMENTS

COUNCIL MINUTES – JANUARY 2, 2018

- Sherman Parks & Recreation will host a Skate Park Community Input Session on January 11, 2018, at 4:00 p.m. The meeting will be held at 1002 N. Music Street, and they will discuss renovation of the Skate Park at Hawn Park.
- Coffee With the Mayor will be held on January 5, 2018, at CBC Creative. Speakers will be Mr. Hefton and Clay Barnett, Grayson County Engineer, who will discuss future upgrades to U.S. Hwy 75.
- Wished everyone a Happy New Year.

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.

SECTION 551.071 – CONSULTATION WITH CITY
ATTORNEY CONCERNING
PENDING OR CONTEMPLATED
LITIGATION

Mayor Plyler said no Executive Session was needed.

ADJOURNMENT

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

EXECUTIVE SESSION

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 01/15/2018

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Dr. Martin Luther King, Jr. Day" – January 15, 2018

Issue:

To present a proclamation designating Monday, January 15, 2018 as "Dr. Martin Luther King, Jr. Day"

Background:

Each year, local organizations in the community sponsor events to celebrate "Dr. Martin Luther King, Jr. Day."

Origination:

The request for this proclamation originated with the City Manager's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is the recommendation of the staff to present a proclamation designating Monday, January 15, 2018 as "Dr. Martin Luther King, Jr. Day."

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"Dr. Martin Luther King, Jr. Day" Proclamation



Proclamation

WHEREAS, Dr. Martin Luther King, Jr., clergyman and civil rights leader, worked by peaceful means to bring about social, political and economic equality for all Americans, and

WHEREAS, through many nonviolent demonstrations and marches, Dr. King was able to gain support for the struggle for equality, and

WHEREAS, in honor of Dr. King's efforts, a national holiday has been set aside to honor this great man and his accomplishments, and

WHEREAS, local organizations in Sherman sponsor several events to honor Dr. King and to recognize his accomplishments and the changes that are a result of his work.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim January 15, 2018

DR. MARTIN LUTHER KING, JR. DAY

in the City of Sherman and encourage all citizens to remember this great man and his contributions to the freedom that all persons of our nation enjoy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 15th day of January, 2018.

Mayor

ATTEST:

Sinda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 01/15/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6094

Adopting a Revised Official Zoning Map

Issue:

To consider the adoption of a revised official zoning map

Background:

The City Planning and Zoning Commission and the City Council have previously changed the zoning of a number of properties in the City as permitted by law and Chapter 14 of the City's Code of Ordinances. The official zoning map was last adopted by Ordinance No. 6031 on June 5, 2017.

Origination:

Developmental Services

Financial Consideration:

None

Staff Recommendation:

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

Alternatives:

No other alternatives are recommended.

Attachments

Ordinance No. 6094

Exhibit "A" - City of Sherman Official Zoning Map

ORDINANCE NO. 6094

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, the new zoning map be and is hereby adopted as the official zoning map for the City of Sherman, superseding and replacing the official zoning map adopted on June 5, 2017, as part of Ordinance No. 2280 of the City of Sherman, Texas. A copy of such official zoning map is attached to this ordinance as Exhibit "A".

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

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

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

INTRODUCED on this the _____ day of _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

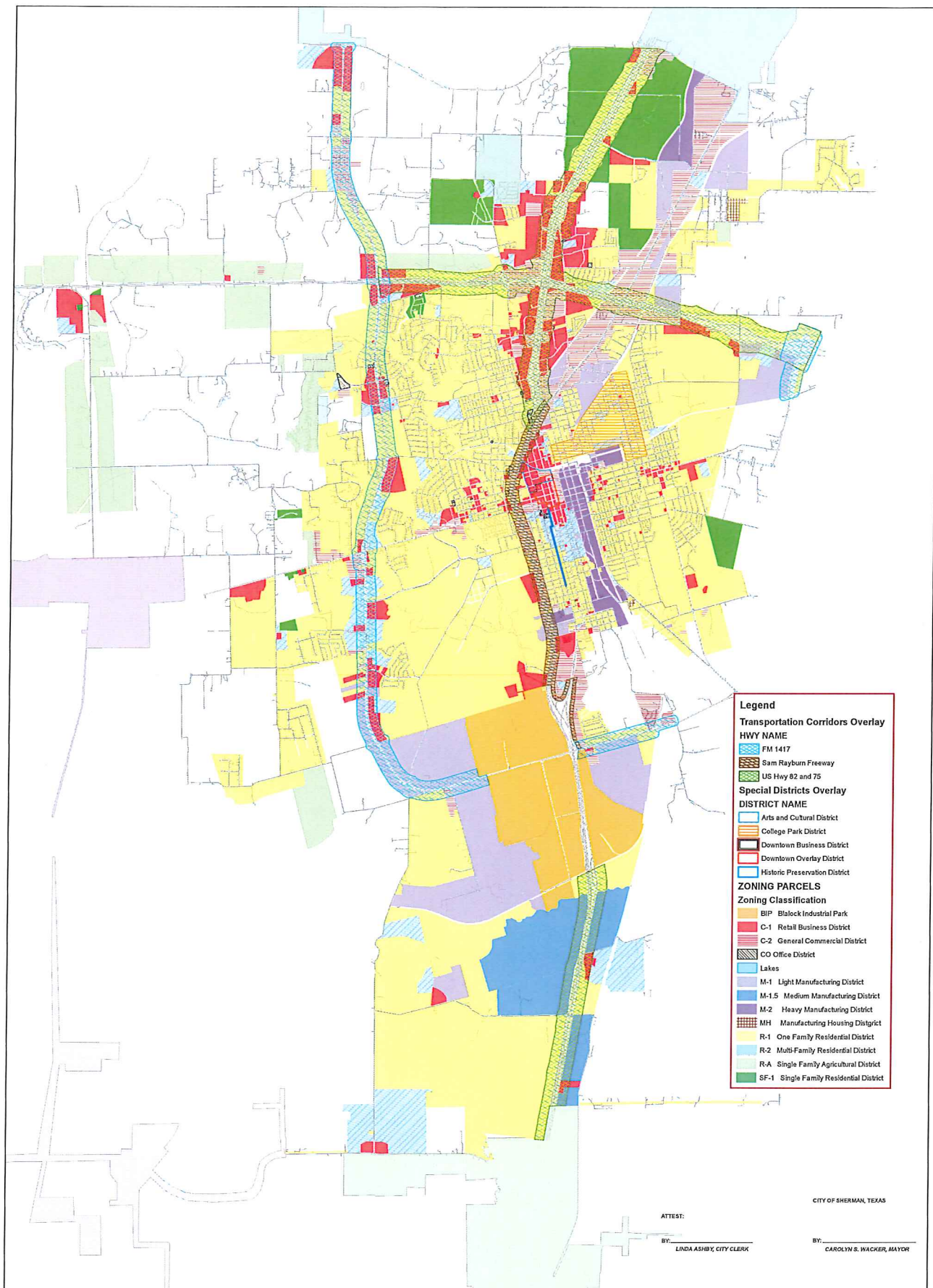
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



Sherman
 CLASSIC TOWN. BROAD HORIZON.

City of Sherman Official Zoning Map

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



Exhibit A

H:\ENGINEER\Mac for Zoning\OfficialZoningMap\Agenda.mxd



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.2.

Meeting Date: 01/15/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6095

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Brewery and Retail/Event Center in a C-1 (Retail Business) District at 1002 North Walnut Street, being the west 38' of Lot 1 and Lots 2, 3, 4 and 6, Block 1, J. F. Evans Addition and a part of the J. B. McAnair Survey, Abstract No. 763 for a total of 2.184 acres (1002 N Walnut, LLC, Owners; 903 Brewers, Tenants; and David Baca Studio, LLC, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of 1002 N Walnut, LLC (Owners), 903 Brewers (Tenants), and David Baca Studio, LLC (Architect) concerning the property located at 1002 North Walnut Street, being the west 38' of Lot 1 and Lots 2, 3, 4 and 6, Block 1, J. F. Evans Addition and a part of the J. B. McAnair Survey, Abstract No. 763 for a total of 2.184 acres, for a Specific Use Permit to allow a brewery and retail/event center in a C-1 (Retail Business) District

Background:

The property is located at 1002 North Walnut Street, bounded by Piner Evans, Hill and Walnut Streets; it was the former Lee Elementary School. 903 Brewers would like to build and operate a brewery (alcoholic beverage manufacturing) on this property. The one-story metal brewery will be approximately 8,100 square feet. A grain silo will be built next to the brewery and a pavilion. The existing three-story, 22,206 square foot building will be renovated for retail and an event center; parking will be provided for ninety-one spaces.

Origination:

1002 N Walnut, LLC (Owners)
903 Brewers (Tenants)
David Baca Studio, LLC (Architect)

Financial Consideration:

None

Staff Recommendation:

At the December 19, 2017 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6095
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Site Plan
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6095

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A BREWERY AND RETAIL/EVENT CENTER IN A C-1 (RETAIL BUSINESS) DISTRICT AT 1002 NORTH WALNUT STREET, BEING THE WEST 38' OF LOT 1 AND LOTS 2, 3, 4 AND 6, BLOCK 1, J. F. EVANS ADDITION AND A PART OF THE J. B. MCANAIR SURVEY, ABSTRACT NO. 763 FOR A TOTAL OF 2.184 ACRES (1002 N WALNUT, LLC, OWNERS; 903 BREWERS, TENANTS; AND DAVID BACA STUDIO, LLC, ARCHITECT); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the passage of this ordinance, 1002 N Walnut, LLC (Owners) 903 Brewers (Tenants) and David Baca Studio, LLC (Architect) are granted a Specific Use Permit to allow a brewery and retail/event center in a C-1 (Retail Business) District at 1002 North Walnut Street, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the J. B. McAnair Survey, Abstract No. 763, and being all of the 98,115.48 sq. ft. tract of land conveyed to 1002 N. Walnut, LLC by Ipenema Investments, Ltd. by Warranty Deed dated July 27, 2016 and recorded in Volume 5846, Page 501, Official Public Records, Grayson County, Texas, said 98,115.48 sq. ft. tract also including all of Lots 2, 3, 4 and 6 and the West 38 ft. of Lot 1, J. F. Evans Addition

to the City of Sherman, Texas, as per plat of record in Volume 166, Page 112, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found in the South line of Hill Street, a public street, at the Northeast corner of the 0.49 ac. tract of land conveyed to W. Douglass Distributing, Ltd. in Volume 3995, Page 19, said Official Public Records, at the Northwest corner of both said Lot 5 and said 98,115.48 sq. ft. tract;

THENCE North 76 deg. 44 min. 54 sec. East, with the South line of said Hill Street and the North line of both said Lots 5, 4, 3, 2 and 1 and said 98,115.48 sq. ft. tract, a distance of 265.82 ft. to a 1/2 inch square tube found at the Northeast corner of said 98,115.48 sq. ft. tract;

THENCE South 10 deg. 59 min. 37 sec. East, over and across said Lot 1, with the West line of Walnut Street, a public street and the East line of said 98,115.48 sq. ft. tract, a distance of 296.98 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at an angle point;

THENCE South 15 deg. 07 min. 16 sec. West, continuing with the West line of said Walnut Street and the East line of said 98,115.48 sq. ft. tract, a distance of 100.00 ft. to a 1/2 inch square tube found at the Southeast corner of said 98,115.48 sq. ft. tract;

THENCE South 76 deg. 03 min. 49 sec. West, with the North line of Piner Evans Street, a public street at the South line of said 98,115.48 sq. ft. tract, a distance of 193.17 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" in the East line of the 0.58 ac. tract commonly known as Lot 1, Debbie's Addition to the City of Sherman, Texas, as per plat of record in Volume 24, Pages 88 & 89, said Plat Records, at the Southwest corner of said 98,115.48 sq. ft. tract, being North 15 deg. 21 min. 16 sec. West, 4.07 ft. from a 1/2 inch capped rebar found stamped "RPLS 3694" at the Southeast corner of said 0.58 ac.;

THENCE North 15 deg. 21 min. 16 sec. West, with the East line of said 0.58 ac. and the West line of said 98,115.48 sq. ft. tract, a distance of 161.99 ft. to a 1/2 inch rebar found at the Southeast corner of the 0.31 ac. tract of land conveyed to Keith A. Burgos in Volume 5421, Page 310, said Official Public Records, at the Northeast corner of said 0.58 ac.;

THENCE North 15 deg. 09 min. 31 sec. West, with the East line of said Burgos 0.31 ac. and the West line of said 98,115.48 sq. ft. tract, passing the Southwest corner of said Lot 5 and continuing now with the West line of said Lot 5, passing the Northeast corner of said Burgos 0.31 ac. and the Southeast corner of said W. Douglass Distributing 0.49 ac. and continuing now with the East line of said W. Douglass Distributing 0.49 ac. for a total distance of 225.29 ft. to the **PLACE OF BEGINNING and containing 2.184 ACRES of land.....**

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the sign ordinance, the screening ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
3. Parking ratios will be dependent on use; if the ratio cannot be met, an exception will need to be approved. Restaurants are required to have 1 parking space per 4 seats.
4. A parking space is considered to be 9'x20'.
5. All parking shall be on private property and shall not encroach onto Hill, Walnut or Piner Evans Streets.
6. The building/buildings shall not exceed 45' in height.
7. Shall comply with all EPA, City, Federal and State regulations for this use.
8. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
9. Review the zoning and development ordinance for additional requirements.
10. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

11. Platting of the property is required.
12. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
13. The location of the trash receptors must be approved by the Public Works Department.
14. Privately owned and maintained detention in accordance with City criteria is required.
15. Final site plans, utility, drainage and grading plan shall be provided and approved by the City Engineering Department.
16. All requirements of the Floodplain Ordinance should be followed.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

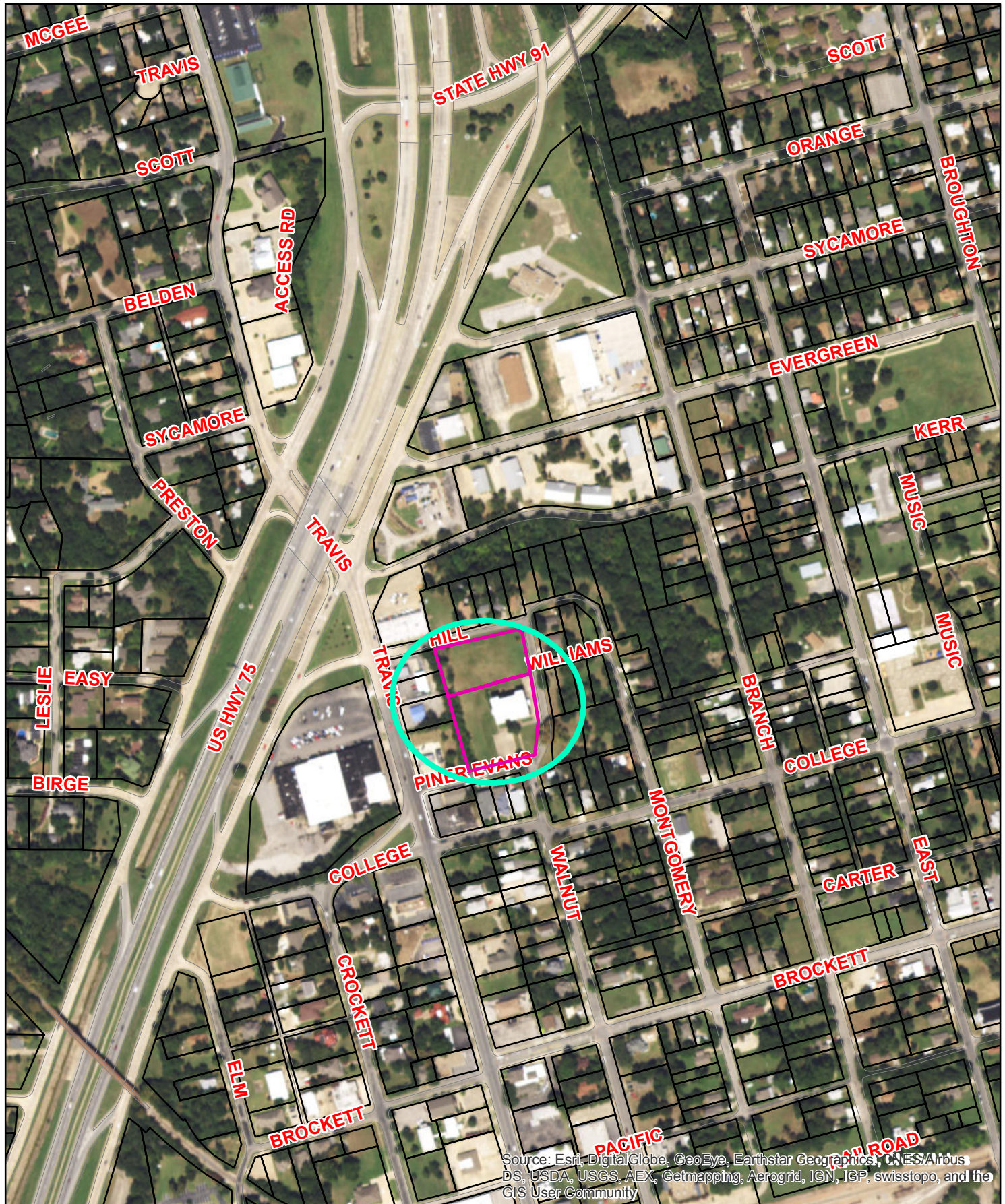
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

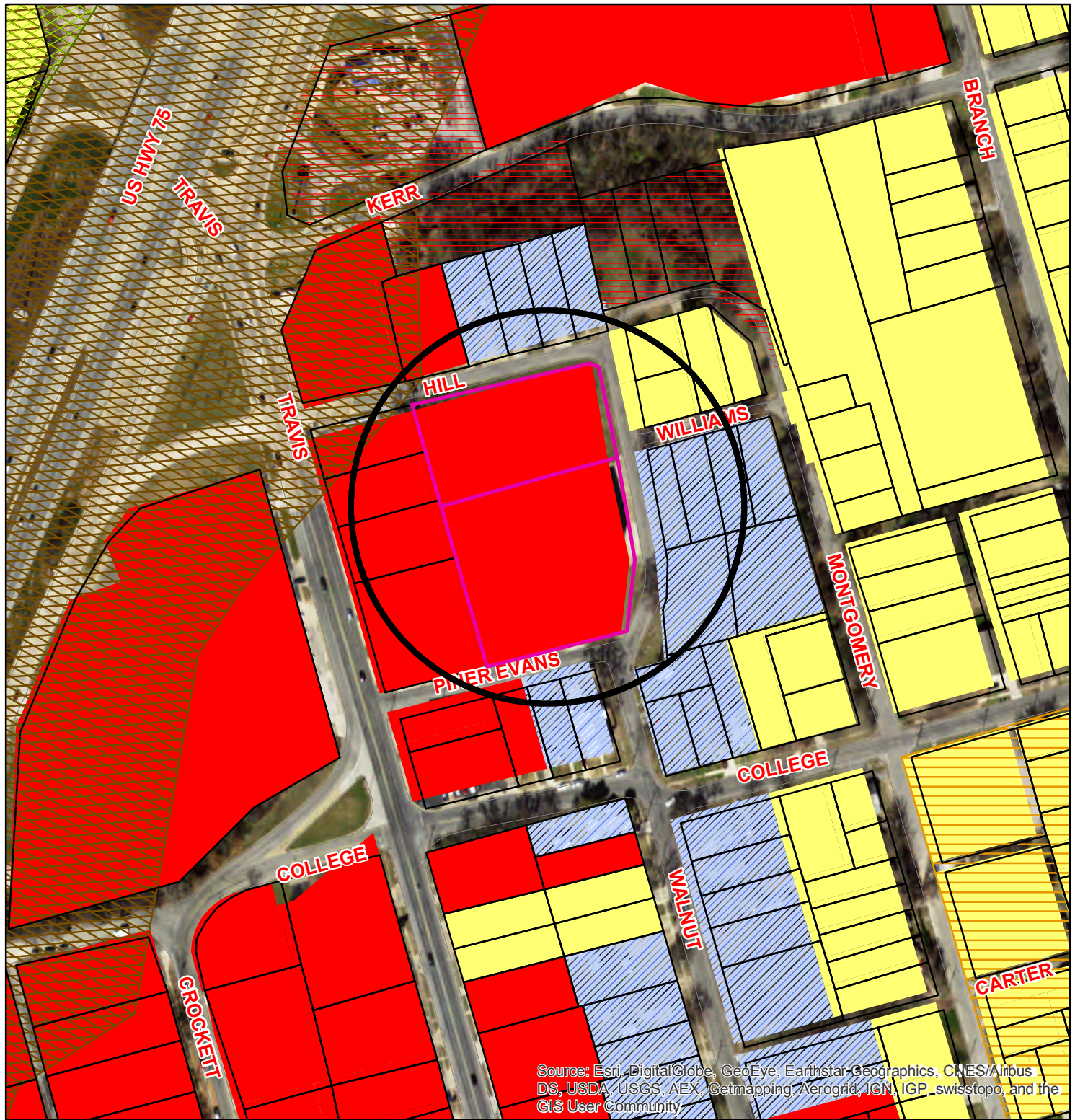


1002 N. Walnut Street



1 in = 400 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 1002 N. Walnut

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: SHERMGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: SHERMGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

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



1 in = 200 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

1002 N. Walnut





22 November 2017

Scott Shadden, Director of Development Services
City of Sherman Building & Zoning
220 West Mulberry Street
Sherman, Texas 75090

RE: Request for a Special Use Permit

Dear Mr. Shadden,

It is my pleasure to submit to you this request for a Special Use Permit, on behalf of 903 Brewers, for the property shown in the attached drawing and listed on the attached Zoning Application.

The Owner of the property, located at 1002 North Walnut, is requesting a Special Use Permit from the City of Sherman to build and operate a brewery (alcoholic beverage manufacturing) on this Lot. We believe this addition to the property, along with the renovation and adaptive re-use of the former Lee Elementary School, will be a positive boost to Sherman's tourism industry.

Please do not hesitate to contact me with any questions or clarifications, or to request adjustments to this submittal.

Sincerely,

David Baca AIA, Architect + Principal

LOTS 1-6 of JF EVANS ADDITION
JB McANAIR SURVEY

SITE PLAN STATISTICS:

ZONING:	C-1, RETAIL BUSINESS
GROSS AREA:	2.184 AC. (95,135 S.F.)
BUILDING AREA: EXISTING	22,206 S.F.
NEW	8,100 S.F.
TOTAL	30,306 S.F.
IMPERVIOUS AREA:	49,310 S.F.
LANDSCAPED AREA:	N/A
PARKING REQUIRED:	
RESTAURANT = 1/200 S.F.=	111 SPACES
OFFICE = 1/400 S.F. X 600 S.F.	2 SPACES
MFR./WRHSE = 1/1,000 S.F. X 8,000 S.F.	8 SPACES
TOTAL	121 SPACES (5 H.C. SPACES)
PARKING PROVIDED:	91 SPACES (4 H.C. SPACES)
SHORTAGE:	<30 SPACES>

GENERAL SITE PLAN NOTES:

1. SITE SURVEY PREPARED BY HELVEY-WAGNER SURVEYING, INC., 222 WEST MAIN STREET, DENISON, TEXAS 75020 (903.463.6191).
2. PROVIDE FIRE LANE STRIPING IN ACCORDANCE WITH THE CITY OF SHERMAN'S REGULATIONS. FIRE LANE SHOWN SHADED.
3. LANDSCAPING SHALL BE INSTALLED IN COMPLIANCE WITH THE CITY OF SHERMAN LANDSCAPING STANDARDS.
4. ALL RADII NOT DIMENSIONED ARE 3'-0", TYPICAL.
5. LANDSCAPING WITHIN THE PROPOSED NEW PARKING AREA SHALL COMPLY WITH THE CITY OF SHERMAN LANDSCAPE ORDINANCE.



100 NORTH TRAVIS STREET
SUITE NO.500A
SHERMAN, TEXAS 75090
903 893 5800
www.davidbacastudio.com

**SCHEMATIC
DESIGN
REVIEW**
NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

NO.	DESCRIPTION	DATE

903 Brewers Brewery & Events Center
1002 North Walnut Street
Sherman, Texas

PROJECT NUMBER
1737
DATE
11.22.17
SHEET NUMBER
SUP-1

1 MASTER SITE PLAN
SCALE: 1" = 20'-0"

master site plan



NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

903 Brewery & Event Center

STAFF REVIEW LETTER

December 8, 2017

1002 N Walnut LLC
PO Box 1662
Pottsboro, TX 75076

David Baca Studio, LLC
100 N. Travis, Ste. 500A
Sherman, TX 75090

903 Brewers
1718 S. Elm St.
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit and site plan approval to allow a brewery and retail/event center in a C-1 (Retail Business) District for the property located at 1002 North Walnut Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 19, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the sign ordinance, the screening ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
3. Parking ratios will be dependent on use; if the ratio cannot be met, an exception will need to be approved. Restaurants are required to have 1 parking space per 4 seats.
4. A parking space is considered to be 9'x20'.
5. All parking shall be on private property and shall not encroach onto Hill, Walnut or Piner Evans Streets.
6. The building/buildings shall not exceed 45' in height.
7. Shall comply with all EPA, City, Federal and State regulations for this use.
8. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
9. Review the zoning and development ordinance for additional requirements.
10. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

11. Platting of the property is required.
12. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
13. The location of the trash receptors must be approved by the Public Works Department.
14. Privately owned and maintained detention in accordance with City criteria is required.
15. Final site plans, utility, drainage and grading plan shall be provided and approved by the City Engineering Department.
16. All requirements of the Floodplain Ordinance should be followed.

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

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

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

Respectfully,

A handwritten signature in black ink, reading "Scott Shadden". The signature is fluid and cursive, with the first name "Scott" and last name "Shadden" clearly legible.

Scott Shadden

Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



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

Agenda Item No. 13.

Meeting Date: 12/19/2017

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

Clay Mahone, Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

1002 N. WALNUT STREET

The request of 1002 N Walnut, LLC (Owners) 903 Brewers (Tenants) and David Baca Studio, LLC (Architect) concerning the property located at 1002 North Walnut Street, being the west 38' of Lot 1 and Lots 2, 3, 4 and 6, Block 1, JF Evans Addition and a part of the JB McAnair Survey, Abstract No. 763 for a total of 2.184 acres, as follows:

Planning and Zoning Board

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a brewery and retail/event center in a C-1 (Retail Business) District.

Background:

The property is located at 1002 North Walnut Street, bound by Piner Evans, Hill and Walnut Streets and was the former Lee Elementary School. 903 Brewers would like to build and operate a brewery (alcoholic beverage manufacturing) on this property. The one-story metal brewery will be approximately 8,100 square foot. A grain silo will be built next to the brewery and a pavilion. The existing three-story, 22,206 square foot building will be renovated for retail and an event center; parking will be provided for ninety-one spaces.

Adjacent Zoning:

R-1 (One Family Residential) District

R-2 (Multi-Family Residential) District

C-1 (Retail Business) District

Origination:

1002 N Walnut, LLC (Owners)

903 Brewers (Tenants)

David Baca Studio, LLC (Architect)

Master Plan Designation:

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

Number of notices mailed:

21

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Narrative

Site Plan

Elevations

Staff Review Letter

Letter from Number One RWM LTD



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.3.

Meeting Date: 01/15/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6096

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 5215 Knollwood Road, being 0.77 acres in the Alexander and Richards Survey, Abstract No. 42 (Jud Corp, LLC, Owners; and Uma Chandar, Representative)

Issue:

To consider the request of Jud Corp, LLC (Owners) and Uma Chandar (Representative) concerning the property at 5215 Knollwood Road, being 0.77 acres in the Alexander and Richards Survey, Abstract No. 42, for a zone change from an SF-1 (Single Family Residential) District to a C-1 (Retail Business) District

Background:

The property is located at 5215 Knollwood Road at the curve going back to Travis Street; behind the Northside on Travis Street Apartments. The owners would like to change the zoning on the property to a C-1 (Retail Business) District to construct a 2,900 square foot retail/office building. Parking will be available for sixty-seven (67) spaces.

Origination:

Jud Corp, LLC (Owners)
Uma Chandar (Representative)

Financial Consideration:

None

Staff Recommendation:

At the December 19, 2017 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6096

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Floor Plan

Building Elevations

Color Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6096

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 5215 KNOLLWOOD ROAD, BEING 0.77 ACRES IN THE ALEXANDER AND RICHARDS SURVEY, ABSTRACT NO. 42 (JUD CORP, LLC, OWNERS; AND UMA CHANDAR, 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 5215 Knollwood Road, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, and being a part of the Alexander and Richards Survey, Abstract No. 42, and being the same 0.77 acre tract of land (Tract three) conveyed to First Texoma National Bank by Riley Nix, as Substitute Trustee by Foreclosure Sale Deed dated January 6, 2009 and recorded in Volume 4581, Page 872, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar set at the Northeast corner of said 0.77 acre, said beginning rebar being 20.00 foot West of, and perpendicular to the center of Knollwood Road, a public road, (formerly F. M. Highway No. 131) if extended North, the East line of said Alexander and Richards Survey and being 20.00 ft. South of and perpendicular to the North line of said Alexander and Richards Survey, also being at the intersection of the West right-of-way line with the South right-of-way line of the original F. M. Highway No. 131;

THENCE South 01 deg. 05 min. 27 sec. West, with the West right-of-way line of the original F. M. Highway No. 131, a distance of 300.15 feet to a ½ rebar set at the intersection of the Northeasterly line of said Knollwood Road with the West right-of way line of the original F. M. Highway No. 131 at the most Southerly corner of said 0.77 ac., at the beginning of a curve;

THENCE Northwesterly, with the Northeasterly line of said Knollwood Road and with a non-tangent curve to the left having a radius of 602.96 ft. and a central angle of 41 deg. 42 min. 17 sec. (chord bears North 43 deg. 15 min. 34 sec. West, 429.26 ft.), an arc distance of 438,88 ft. to a ½ inch rebar set at the end of said curve, at the

intersection of the Northeasterly line of said Knollwood Road with the South right-of-way line of the original F.M. Highway No. 131, at the most Westerly comer of said 0.77 ac., said rebar also being 20.00 ft. South of and perpendicular to the North line of said Alexander and Richards Survey;

THENCE South 87 deg. 36 min. 33 sec. East, with the South right-of-way line of said original F. M. Highway No. 131, 20.00 ft. South of and perpendicular to the North line of said Alexander and Richards Survey, a distance of 300.15 ft. to the **PLACE OF BEGINNING and containing 0.773 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 _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

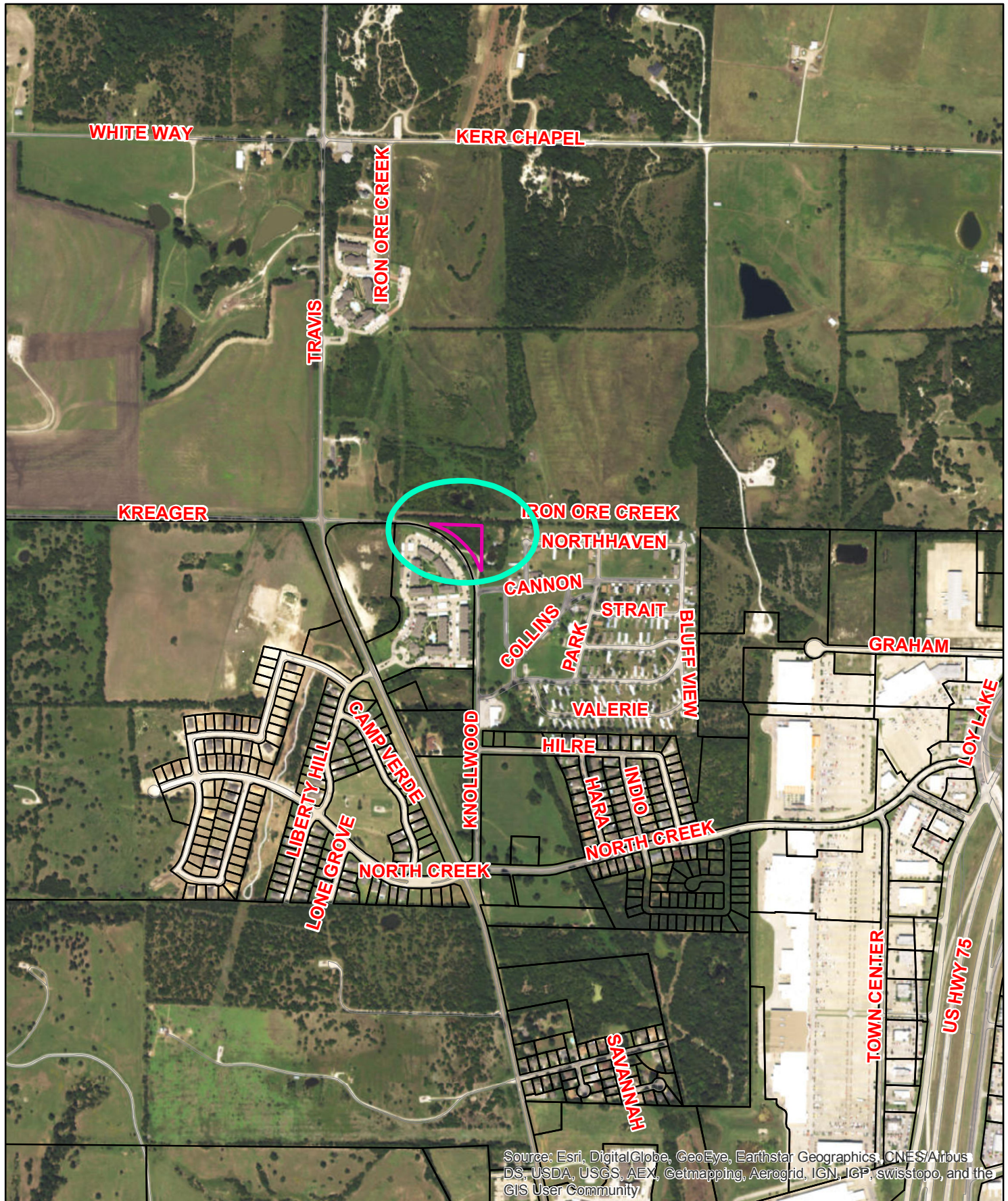
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

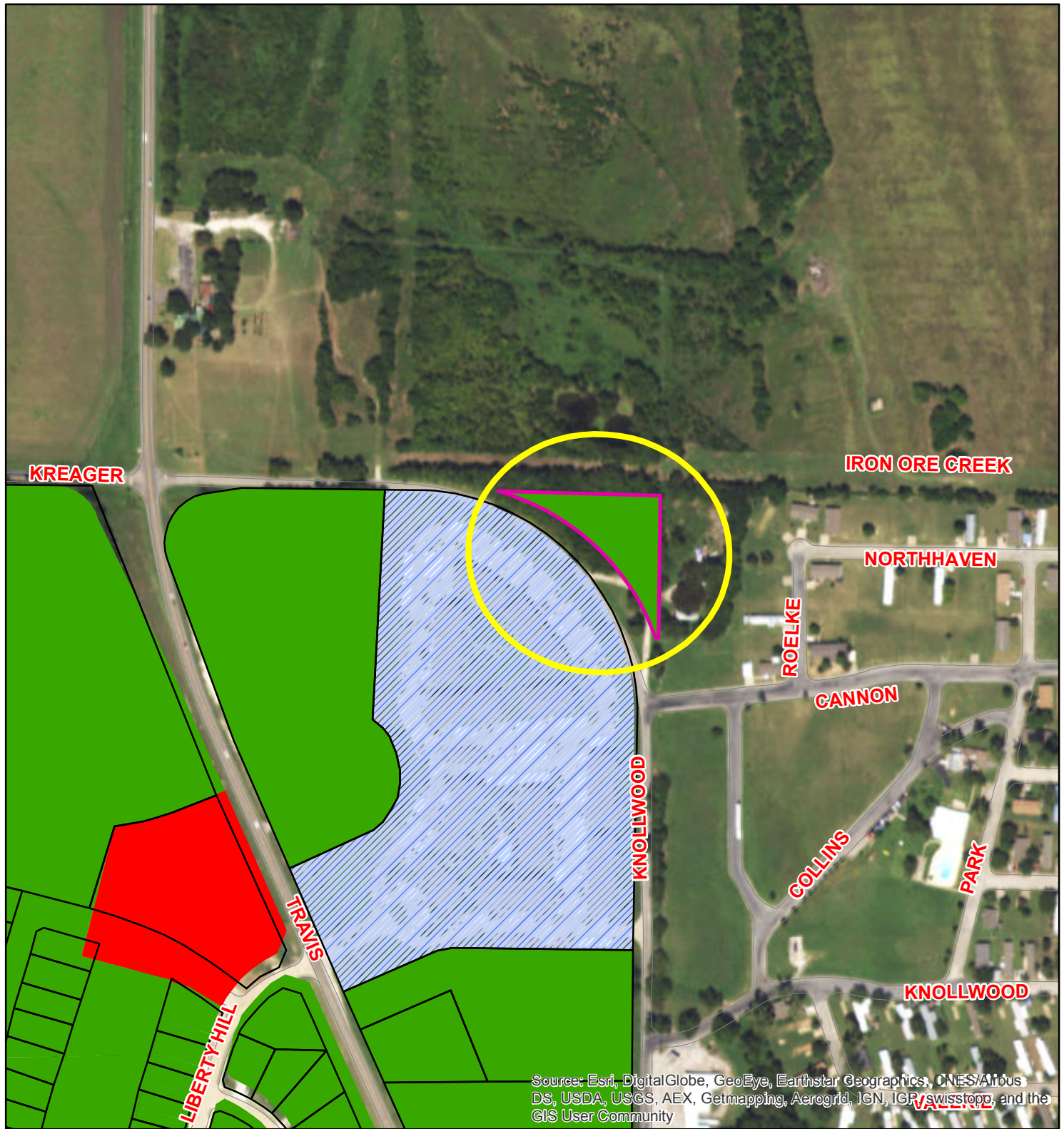


5215 Knollwood Road



1 in = 901 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 5215 Knollwood Road

Legend

Special Districts Overlay

DISTRICT_NAME

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

Zoning Districts

Representation: SHERMGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District

- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- Pavement

Sherman
CLASSIC TOWN. BROAD HORIZON.



NOT TO SCALE

1 in = 300 ft

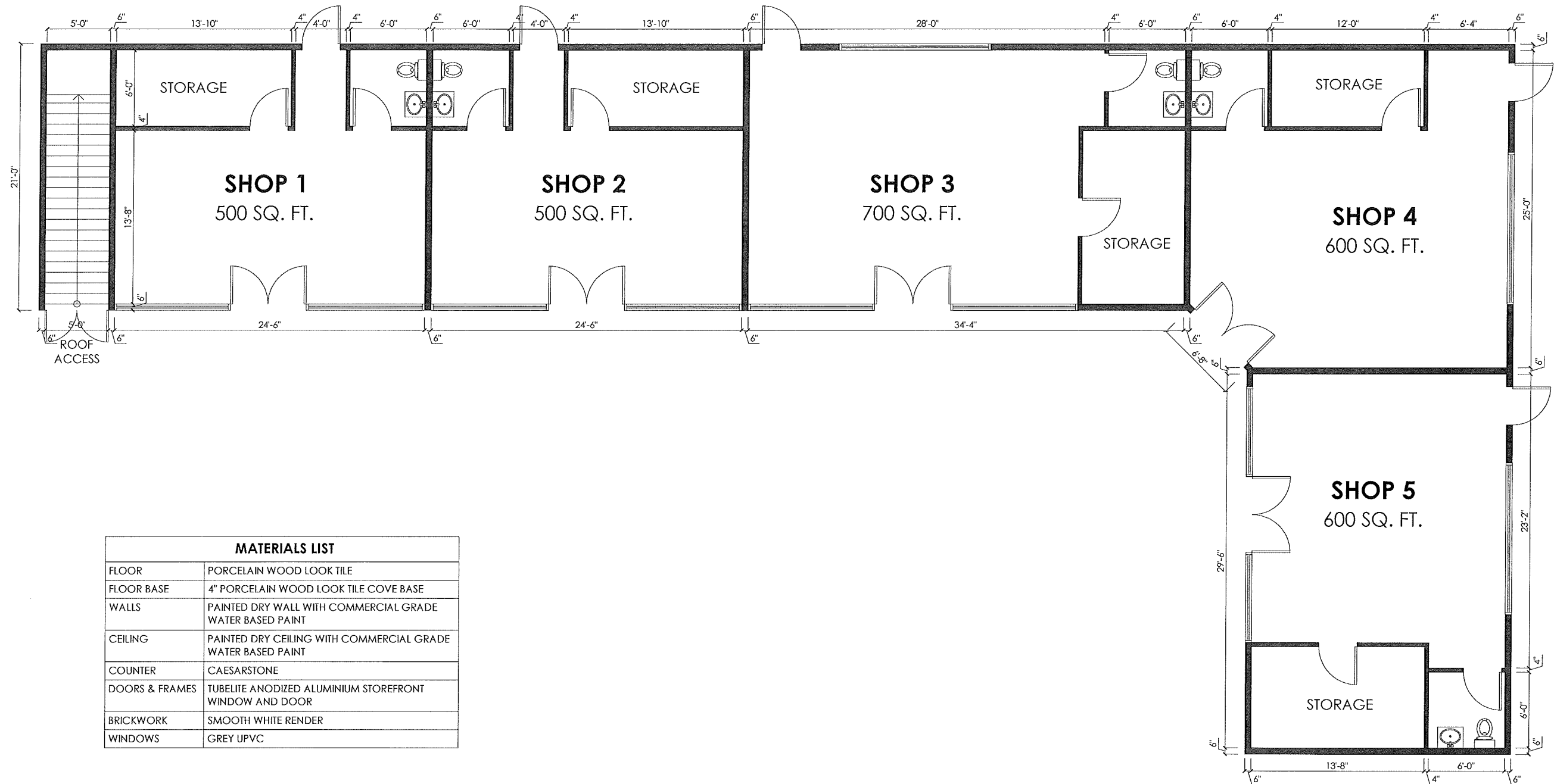
5215 Knollwood Road





SCALE: 1/16" = 1'-0"

A1.0



COMMERCIAL STRIP CENTER PLAN
SCALE: 1/4" = 1'-0"

REVISION TABLE		
NUMBER	DATE	REVISED BY DESCRIPTION

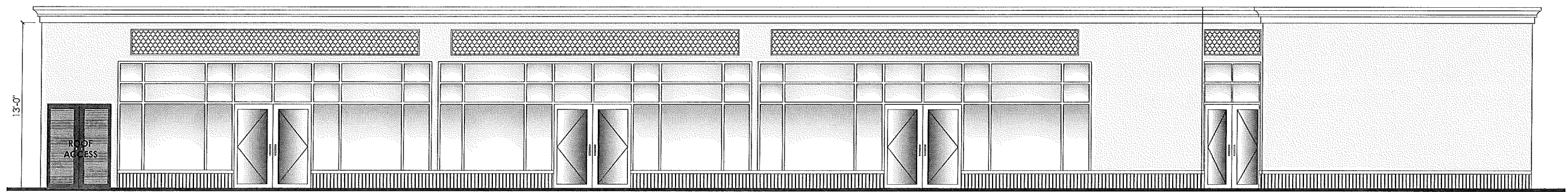
TITLE:
COMMERCIAL STRIP CENTER PLAN

DRAWINGS PROVIDED BY:

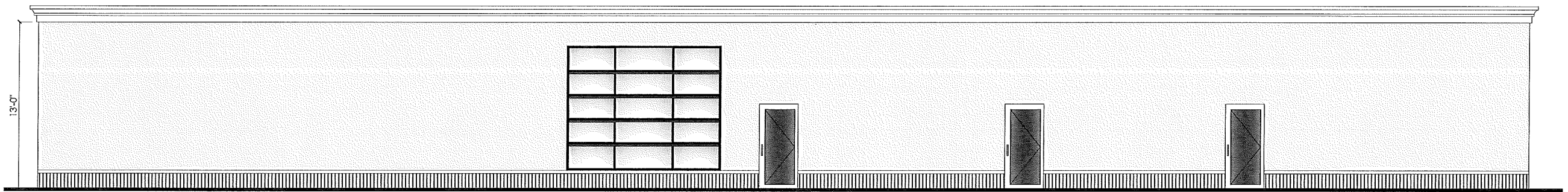
DATE:
OCT 30,17

SCALE:
1/4" = 1'-0"

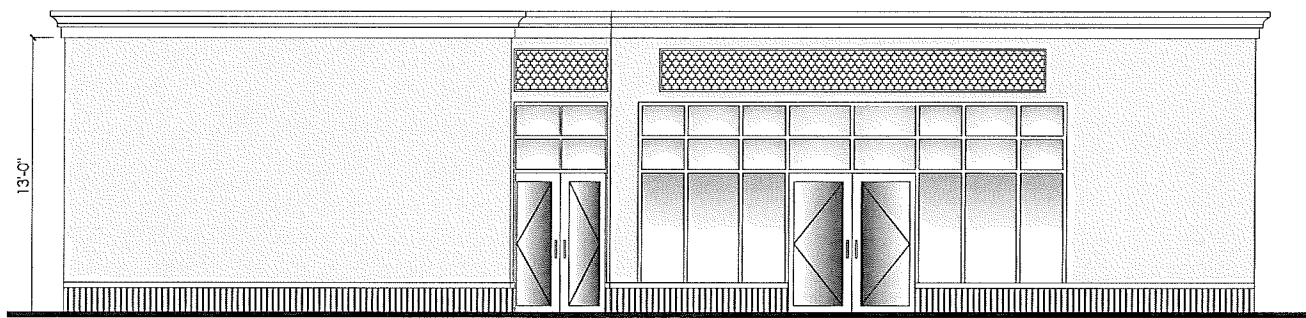
SHEET NO:
A2.0



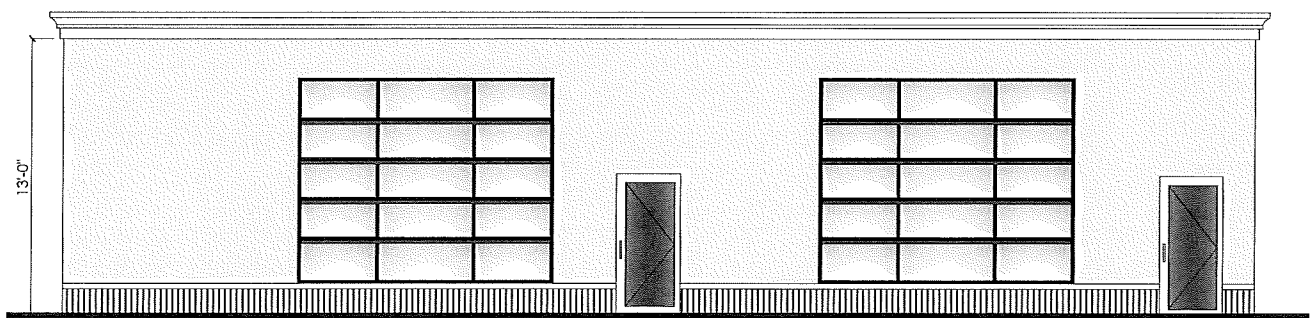
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"



LEFT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

REVISION TABLE			REVISION BY		DESCRIPTION	
NUMBER	DATE					

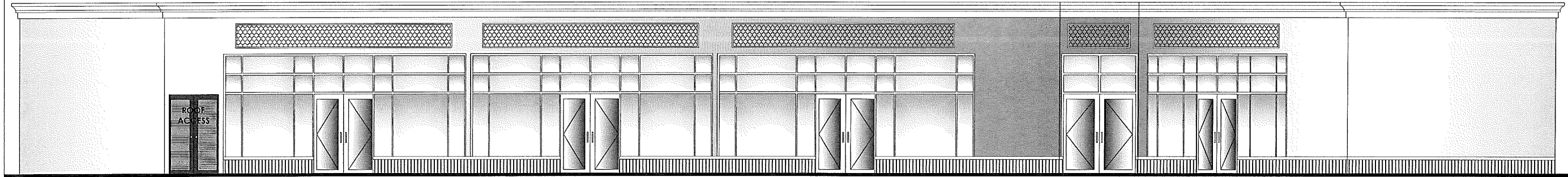
TITLE:
ELEVATIONS

DRAWINGS PROVIDED BY:

DATE:
OCT 30,17

SCALE:
1/4" = 1'-0"

SHEET NO:
A3.0



FRONT ELEVATION (STREET VIEW)
SCALE: 1/4" = 1'-0"

--

REVISION TABLE		
NUMBER	DATE	REVISED BY DESCRIPTION

--

TITLE:
FRONT ELEVATION (STREET VIEW)

DRAWINGS PROVIDED BY:

DATE:
OCT 30,17

SCALE:
1/4" = 1'-0"

SHEET NO:
A4.0







STAFF REVIEW LETTER

December 8, 2017

Uma Chandar
10891 Pike Lake Dr.
Frisco, TX 75035

Helvey-Wagner Surveying, Inc.
222 W. Main
Denison, Texas 75020

Dear Applicants,

The request for site plan approval for a commercial retail center for the property located at 5215 Knollwood Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 19, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the C-1 (Retail Business) District, the screening ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
3. Parking ratios will be dependent on use; a parking space is considered to be 9'x20'.
4. The building shall not exceed 45' in height.
5. The trash dumpster will need to be located inside the main building area and screened.
6. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
7. Review the zoning and development ordinance for additional requirements.
8. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

9. Platting of the property is required.
10. Drive approaches must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
11. Verify location of sewer lines. Pro-Rata will be due.
12. Water will need to be extended to serve the development.
13. Verify fire lane requirements with Fire Marshall. Current layout not acceptable.
14. The location of the trash receptors must be approved by the Public Works Department. Current layout not acceptable.
15. Parking will be permitted on private property only.
16. Detention in accordance with City criteria is required.
17. Final site plans, utility, drainage, and grading plan shall be provided and approved by the City Engineering Department.
18. Water and sewer shall be extended to serve development. Sewer capacity shall be verified for proposed use. Coordinate with City of Sherman Engineering Department.
19. Internal water and sewer lines will be privately owned and maintained.

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

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

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

Respectfully,

A handwritten signature in black ink that reads "Scott Shadden". The signature is fluid and cursive, with the first name "Scott" and last name "Shadden" clearly legible.

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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



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

Agenda Item No. 7.

Meeting Date: 12/19/2017

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

Clay Mahone, Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

5215 KNOLLWOOD ROAD

The request of Jud Corp LLC (Owners) and Uma Chandar (Representative) concerning the property at 5215 Knollwood Road, being 0.77 acres in the Alexander & Richards Survey, Abstract No. 42, as follows;

Planning and Zoning Commission

- Zone change and site plan approval under Ordinance No. 2280, Section 12, from an SF-1 (Single Family Residential) District to a C-1 (Retail Business) District.
- Site plan approval for a commercial strip center.

Background:

The property is located at 5215 Knollwood Road at the curve going back to Travis Street; behind the Northside on Travis Street Apartments. The owners would like to change the zoning on the property to a C-1 (Retail Business) District to construct a 2,900 square foot retail/office building. Parking will be available for sixty-seven (67) spaces.

Adjacent Zoning:

SF-1 (Single Family Residential) District

R-2 (Multi-Family Residential) District

Origination:

Jud Corp LLC (Owners)

Uma Chandar (Representative)

Master Plan Designation:

Estate – Estate is a large lot residential use (1-5 acres) with open space and a rural street network (ditches and no sidewalk). These homes are unlikely to have access to full service public utilities, especially sewer service.

Number of notices mailed:

1

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Floor Plan

Color Elevations

Building Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.4.

Meeting Date: 01/15/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6097

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-2 (Multi-Family Residential) District at 1305 South F.M. 1417 (Heritage Parkway), being 0.645 acres in the Elizabeth Jones Survey, Abstract No. 625 (SSCGC Holdings, LLC, Owners; JNPHM Development, LLC, Developer; and Preston Trail Land Surveying, Surveyor)

Issue:

To consider the request of SSCGC Holdings, LLC (Owners), JNPHM Development, LLC (Developer), and Preston Trail Land Surveying (Surveyor) concerning the property at 1305 South F.M. 1417 (Heritage Parkway), being 0.645 acres in the Elizabeth Jones Survey, Abstract No. 625, for a zone change from an R-1 (One Family Residential) District to an R-2 (Multi-Family Residential) District

Background:

The property is located at 1305 South F.M. 1417 (Heritage Parkway), between Quail Run Road and West Park Avenue. This is an amendment to a zone change that was approved in 2002 by Ordinance No. 4978 to include 32.560 acres within the R-2 (Multi-Family Residential) District. Site plan approval was granted for an apartment complex (The Brooks on Heritage Parkway) at this location at the November 21, 2017, Planning and Zoning Commission Meeting. This request is to rezone a forty foot strip of land between two proposed developments: a single family development and a multi-family development, both of which have been through the approval process. As the final surveying was done, they realized the south boundary of the multi-family zoning district was forty feet further north than they originally believed, so this is a request to clean up that forty foot strip between these two projects.

Origination:

SSCGC Holdings, LLC (Owners)
JNPHM Development, LLC (Developer)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the December 19, 2017 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter. Commission Member Gilbert abstained from this request because of a conflict of interest.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6097

Location Map

Zoning Map

Zoning Sign Photo

Ordinance No. 4978

Site Plan

Apartments Site Plan

Apartments Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6097

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 1305 SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 0.645 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (SSCGC HOLDINGS, LLC, OWNERS; JNPHM DEVELOPMENT, LLC, DEVELOPER; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR); 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-2 (Multi-family Residential) District at 1305 South FM 1417 (Heritage Parkway), and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING all of that certain tract or parcel of land situated in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, and being part of a called 136.88 acre tract of land described as Tract 2 in the deed to SSCGC Holdings, LLC, recorded in Volume 5232, Page 220, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a point for the southwest corner of the herein described tract of land on the westerly line of said 136.88 acre tract, and on the easterly line of Heritage Parkway (F.M. 1417), and from which a 1/2-inch square tube found for the southwest corner of said 136.88 acre tract bears South 01°25'06" East a distance of 257.40 feet;

THENCE North 01°25'06" West, with the westerly line of said 136.88 acre tract, and with the easterly right-of-way line of said Heritage Parkway, a distance of 41.31 feet to a point for the northwest corner of the herein described tract of land, and from which a TxDOT concrete right-of-way monument found at an angle point on the easterly right-of-way line of said Heritage Parkway bears North 01°25'06" West a distance of 2467.05 feet;

THENCE North 74°48'32" East, crossing said 136.88 acre tract, a distance of 700.00 feet to a point for the northeast corner of the herein described tract of land;

THENCE South 01°25'06" East, continuing across said 136.88 acre tract, a distance of 41.31 feet to a point for the southeast corner of the herein described tract;

THENCE South 74°48'32" West, continuing across said 136.88 acre tract, a distance of 700.00 feet to the **POINT OF BEGINNING and enclosing 0.645 of an acre (28,087 square feet) of land, more or less.....**

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 _____, 2018.

ADOPTED on this the _____ day of _____, 2018.

EFFECTIVE DATE on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

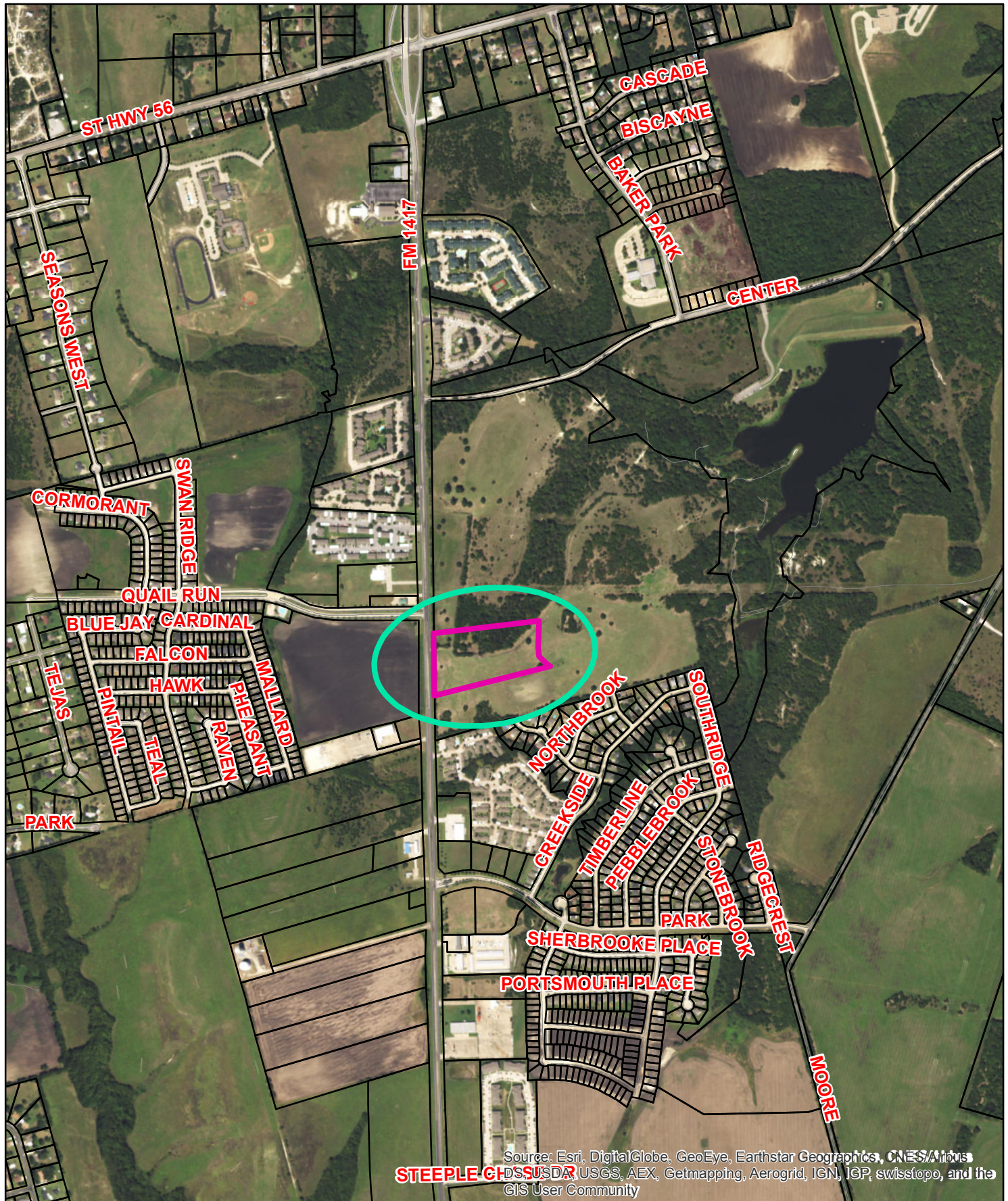
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



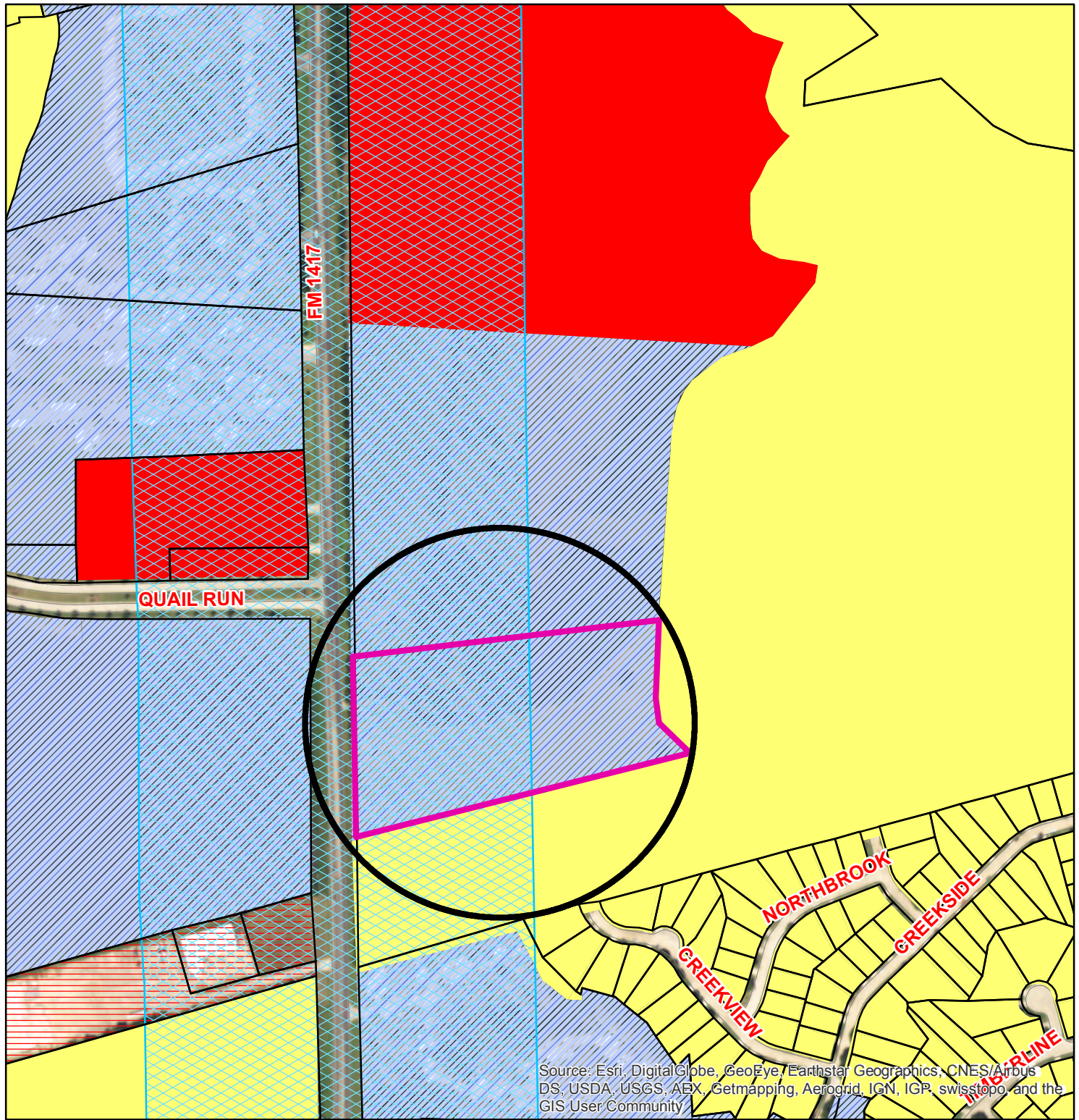
1305 S. FM 1417 (Heritage Parkway)



NOT TO SCALE

1 in = 1,081 ft

City of Sherman, Texas
 Developmental Services Department



Zoning - 1305 S. FM 1417 (Heritage Parkway)



City of Sherman, Texas
Developmental Services Department

Special Districts Overlay

DISTRICT_NAME

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

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

Legend

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



NOT TO SCALE

1 in = 400 ft

1305 S. FM 1417 (Heritage Parkway)



ORDINANCE NO. 4978

AN ORDINANCE OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 2, SUBSECTION 1, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED 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-2 (Multi-family Residential) District, and Section 2, Subsection 1, Ordinance No. 2280, is amended so as to hereafter include the property described in Section 2, below.

SECTION 2. Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, the Samuel Blagg Survey, Abstract No. 56, and the Preston Kitchen Survey, Abstract No. 667, and being a part of the same land conveyed by W.C. Pickens et ux to W.C. Pickens, Jr., et al by deed dated August 27, 1988, recorded in Volume 2002, Page 434, Real Property Records, Grayson County, Texas, and being more particularly described metes and bounds as follows:

BEGINNING at a point being South 05 deg. 26 min. 21 sec. West, a distance of 179.91 feet and South 00 deg. 21 min. 01 sec. East, a distance of 868.91 feet; from the Northwest corner of said tract of land;

THENCE South 85 deg. 25 min. 12 sec. East, a distance of 1,197.99 feet to a point;

THENCE South 69 deg. 01 min. 17 sec. West, a distance of 115.89 feet to a point;

THENCE in a Southerly direction with a non-tangent curve to the left, having a radius of 170.00 feet (chord bears South 18 deg. 06 min. 47 sec. West, 240.42 feet) an arc distance of 267.04 feet to a point;

THENCE South 04 deg. 34 min. 48 sec. West, a distance of 685.57 feet to a point;

THENCE in a Southeasterly direction with a non-tangent curve to the left, having a radius of 170.00 feet (chord bears South 34 deg. 51 min. 08 sec. East, 321.28 feet) an arc distance of 420.72 feet to a point;

THENCE South 75 deg. 49 min. 41 min. West, a distance of 1,165.77 feet to a point;

THENCE North 00 deg. 21 min. 01 sec. West, a distance of 1,598.14 feet to a point to the point of beginning and containing 32.560 acres of land.

SECTION 3. This ordinance shall not become effective until entered upon the official zoning map as provided in Section 2, Subsection 3, Ordinance No. 2280.

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

PASSED AND ADOPTED:

Introduced on this the 7th day of January, 2002.

Adopted on this the 28th day of May, 2002.

Effective on this the 28th day of May, 2002.


Tom Osburn, Mayor

ATTEST:


Linda Ashby, City Clerk

APPROVED AS TO FORM & CONTENT:


Charles W. Rowland, City Attorney

ELIZABETH JONES SURVEY
ABSTRACT NO. 625



0 150 300
GRAPHIC SCALE IN FEET

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

REMAINDER OF
CALLED 136.88 ACRES
SSCGC HOLDINGS, LLC
TRACT 2
VOL. 5232, PG. 220
O.R.G.C.T.

HERITAGE PARKWAY (FM 1417)
(465 ASPHALT SURFACE, 120' R.O.W. PER TxDOT)

CALLLED 32.560 ACRES
R-2 (MULTI-FAMILY RESIDENTIAL)
ORDINANCE NO. 4978

PROPOSED THE BROOKS ON
HERITAGE PARKWAY
MULTI-FAMILY DEVELOPMENT

EXISTING ZONING
R-2 MULTI-FAMILY RESIDENTIAL

N 74°48'32" E 700.00'
0.645 OF AN ACRE
S 74°48'32" W 700.00'

EXISTING ZONING
R-1 ONE FAMILY RESIDENTIAL

POINT OF BEGINNING

N 01°25'06" W 257.40'

SOUTHWEST CORNER
OF 136.88 ACRES

PROPOSED BROOKSTONE GARDEN HOMES
SINGLE FAMILY DEVELOPMENT

PARK PLAZA ADDITION
VOL. 18, PG. 30, P.R.G.C.T.
EXISTING ZONING
R-2 MULTI-FAMILY
RESIDENTIAL

PEBBLEBROOK PHASE II
VOL. 8, PG. 117
P.R.G.C.T.

EXISTING ZONING
R-1 ONE FAMILY RESIDENTIAL



Chris R. Noah
Chris R. Noah, R.P.L.S. No. 6585

ZONING BOUNDARY CORRECTION EXHIBIT
0.645 OF AN ACRE
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

Preston Trail
LAND SURVEYING

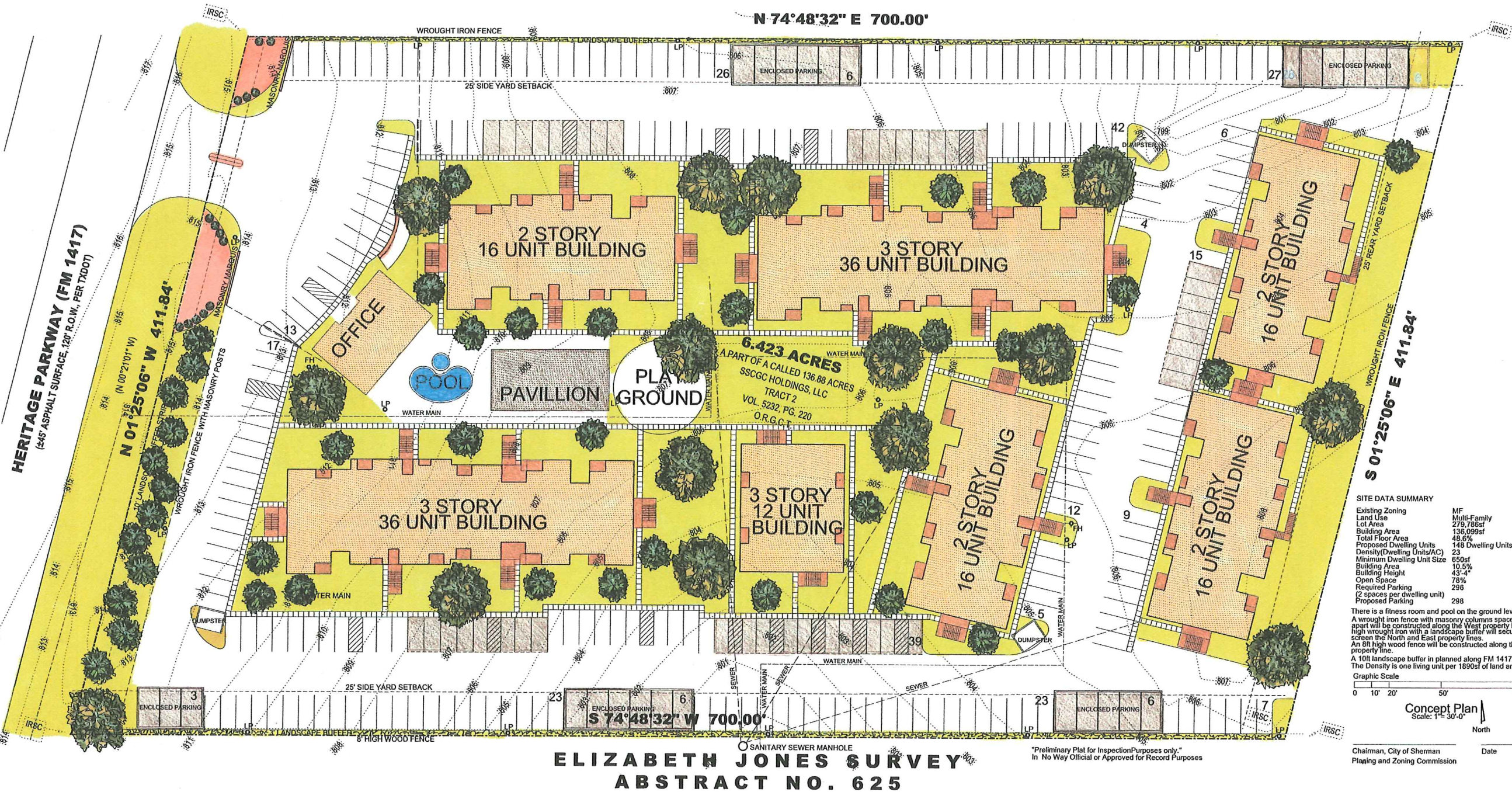
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

TBPLS Firm No.
10194175

Drawn by: JEG
Checked by: CRN

Scale: 1"=300'
Date: 11/29/2017

Project No. 17-0417
Sheet No. 1 of 1



CONCEPT PLAN FOR
THE BROOKS ON HERITAGE PARKWAY

Chris Noah
RPLS No. 6585
Preston Trail Land Surveying
83493 N. State Hwy No. 289, Suite No. 5
Pottsboro, Texas 75076
903-786-6029
TBPLS Firm No. 10194175

JNPHM Development LLC
801 E. Taylor Street
Sherman, Texas 75090

SITE DATA SUMMARY

Existing Zoning	MF
Land Use	Multi-Family
Lot Area	279,786sf
Building Area	136,099sf
Total Floor Area	48.6%
Proposed Dwelling Units	148 Dwelling Units
Density(Dwelling Units/AC)	23
Minimum Dwelling Unit Size	650sf
Building Area	10.5%
Building Height	43'-4"
Open Space	78%
Required Parking	296
(2 spaces per dwelling unit)	
Proposed Parking	298

There is a fitness room and pool on the ground level.
A wrought iron fence with masonry columns spaced 25ft apart will be constructed along the West property line. A 6ft high wrought iron with a landscape buffer will secure and screen the North and East property lines.
An 8ft high wood fence will be constructed along the South property line.
A 10ft landscape buffer is planned along FM 1417. The Density is one living unit per 1890sf of land area.

KENT HUGHLETT, ARCHITECT PLLC
529 SOUTH CROCKETT ST
SHERMAN, TEXAS 75090
RKHUGHLETT@GMAIL.COM 972-743-8398

BROOKS ON HERITAGE DRIVE
FM 1417
SHERMAN, TEXAS

A-1

OCT 13, 2017



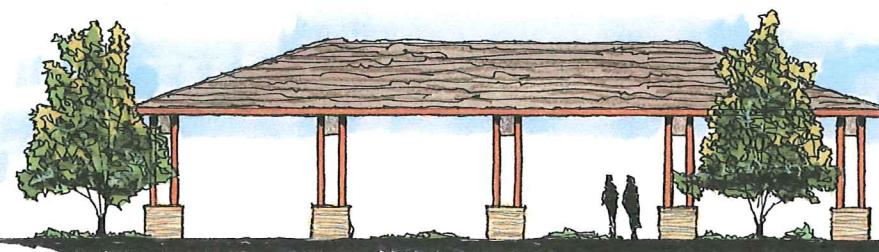
16 UNITS



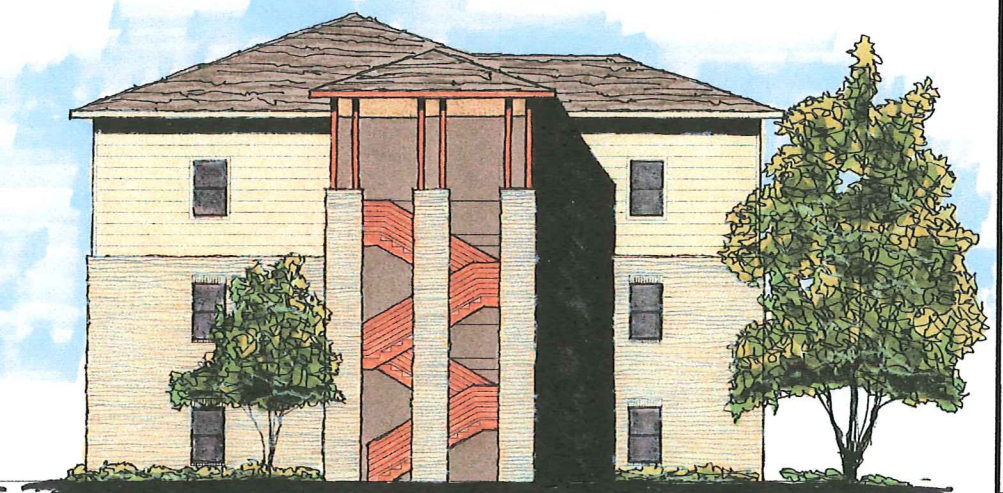
36 UNITS



OFFICE / CLUB HOUSE



PAVILLION



12 UNITS

KENT HUGHLETT, ARCHITECT PLLC
529 SOUTH CROCKETT ST
SHERMAN, TEXAS 75090
RKHUGHLETT@GMAIL.COM 972-743-8398

BROOKS ON HERITAGE DRIVE
HIGHWAY 1417
SHERMAN, TEXAS

A-1

STAFF REVIEW LETTER

December 8, 2017

SSCGC Holdings, LLC
4 Timber Creek
Sherman, TX 75092

Kent Hughlett Architect, PLLC
529 S. Crockett
Sherman, TX 75090

JNPHM Development, LLC
801 E. Taylor
Sherman, TX 75090

Preston Trail Land Surveying, LLC
83493 N. State Highway 289, Suite 5
Pottsboro, TX 75076

Dear Applicants,

The request for amended zone change and site plan approval for The Brooks on Heritage Parkway Apartments for the property located at 1305 South FM 1417 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 19, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the R-2 (Multi-family Residential) District, the O-1.1 (FM 1417 Overlay) District, the screening ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
3. A parking space is considered to be 9'x20'.
4. Parking ratio required: 1 space per bedroom, minimum two per unit.
5. No building shall exceed 45' in height.
6. Minimum setback requirements from property lines: Front – 40'; Rear – 25'; Side One – 7', Side Two - Sum of Both - 23'.
7. The trash dumpster will need to be located inside the main building area and screened.
8. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
9. All finishes shall be masonry or masonry veneer (including carports) unless an exception is approved.
10. Screening shall be provided and maintained.
11. An exception would need to be approved for freestanding signs; only wall signs are allowed in an R-2 (Multi-family Residential) District.
12. Review the zoning and development ordinance for additional requirements.
13. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

14. Platting of the property is required.
15. Additional Right-of-Way dedication along FM 1417 (Heritage Parkway) will be required for expansion of FM 1417 (Heritage Parkway).

16. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
17. Engineering plans for retaining walls over 4 feet in height must be submitted and approved by City of Sherman Engineering Department.
18. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
19. Final site plans, utility, drainage and grading plan shall be provided and approved by the City Engineering Department.
20. No Structures within Utility Easement.
21. Water Pro-Rata will be due at the time of development. Verify service to 3-story buildings.
22. Sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
23. Internal water and sewer lines will be privately owned and maintained.
24. Verify fire lane requirements with Fire Marshall.
25. The location of trash receptors must be approved by the Public Works Department.
26. Entrances/Exits off of F.M. 1417 will be Right-in, Right-out only.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



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

Agenda Item No. 15.

Meeting Date: 12/19/2017

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

Clay Mahone, Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

1305 S. FM 1417 (HERITAGE PARKWAY)

The request of SSCGC Holdings, LLC (Owners), JNPHM Development, LLC (Developer) and Preston Trail Land Surveying (Surveyor) concerning the property located at 1305 South FM 1417 (Heritage Parkway), being 0.645 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning and Zoning Commission

Amended zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One Family Residential) District to an R-2 (Multi-family Residential) District.

Background:

The property is located at 1305 South FM 1417 (Heritage Parkway) between Quail Run Road and West Park Avenue. This is an amendment to a zone change that was approved in 2002 by Ordinance No. 4978 to include 32.560 acres within the R-2 (Multi-Family Residential) District. Site plan approval was granted for an apartment complex (The Brooks on Heritage Parkway) at this location at the November 21, 2017, Planning and Zoning Commission Meeting.

Adjacent Zoning:

R-2 (Multi-Family Residential) District

R-1 (One Family Residential) District

Origination:

SSCGC Holdings, LLC (Owners)

JNPHM Development, LLC (Developer)

Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

18

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Ordinance 4978

Zoning Site Plan

Proposed Apartment Site Plan

Proposed Apartment Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.5.

Meeting Date: 01/15/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6094, 6095, 6096 and 6097

Issue:

- C. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6094**
Adopting a Revised Official Zoning Map
- C. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6095**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow a Brewery and Retail/Event Center in a C-1 (Retail Business) District at 1002 North Walnut Street, being the west 38' of Lot 1 and Lots 2, 3, 4 and 6, Block 1, J. F. Evans Addition and a part of the J. B. McAnair Survey, Abstract No. 763 for a total of 2.184 acres (1002 N Walnut, LLC, Owners; 903 Brewers, Tenants; and David Baca Studio, LLC, Architect); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- C. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6096**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District at 5215 Knollwood Road, being 0.77 acres in the Alexander and Richards Survey, Abstract No. 42 (Jud Corp, LLC, Owners; and Uma Chandar, Representative)
- C. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6097**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-2 (Multi-Family Residential) District at 1305 South F.M. 1417 (Heritage Parkway), being 0.645 acres in the Elizabeth Jones Survey, Abstract No. 625 (SSCGC Holdings, LLC, Owners; JNPHM Development, LLC, Developer; and Preston Trail Land Surveying, Surveyor)
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.6.

Meeting Date: 01/15/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

- D. 3.** *** RESOLUTION NO. 6324**
Authorizing Execution of a Drainage Agreement with Cross Development ER Sherman, LLC.
- D. 4.** *** RESOLUTION NO. 6325**
Authorizing Execution of a Drainage Agreement with Steve Palmer
- D. 5.** *** RESOLUTION NO. 6326**
Authorizing Execution of a Drainage Agreement with One Ganesha, Ltd.
- D. 7.** *** RESOLUTION NO. 6328**
Authorizing Execution of an Encroachment Easement to Young Enterprises for the Installation of a Water Line within the platted public right-of-way along Staples Street to South Travis Street to provide water services for part of Block "B" of Staples Addition, Sherman, Texas, known as 112 West Staples Street in the City of Sherman
- D. 8.** *** RESOLUTION NO. 6329**
Authorizing the Acceptance of a Conveyance Document from Ralph Courtney and Jacqueline Courtney for the Conveyance and Acquisition of Properties located at 637-639 Regency Drive, being Lot 10 of the Replat of Belaire Third Addition to the City of Sherman, Texas, as shown by Plat of Record in Volume 3, Page 2 of the Plat Records of Grayson County, Texas, said properties being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes
- D. 9.** *** RESOLUTION NO. 6330**
Awarding a Bid to and Authorizing Execution of an Agreement with Landmark Bank, N.A. for the Lease-Purchase Financing of Capital Equipment

D. 10. * RESOLUTION NO. 6331

Authorizing the Purchase of a New 2018 T800 Kenworth Roll Off Truck for the Solid Waste Department from MHC Kenworth Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard)

D. 11. * RESOLUTION NO. 6332

Authorizing the Purchase of a New 2018 T370 Kenworth with Heil PT1000 Rear Loader Body Rear Load Truck for the Solid Waste Department from MHC Kenworth Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard)

D. 12. * RESOLUTION NO. 6333

Authorizing the Purchase of a New 2018 T370 Kenworth Brush Truck with Heil-Epsilon Body for the Solid Waste Department from MHC Kenworth Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard)

F. 2. * OTHER BUSINESS

Replat Approval of Lot 4, Oaks of Norwood Addition, being all of Lot 4 of the Oaks of Norwood Addition, containing 4.417 acres in the Elijah Hartzog Survey, Abstract No. 540 and the Fielding Bacon Survey, Abstract No. 120; Jeffrey and Laura Hill, Owners; and Underwood Drafting and Surveying, Inc., Surveyor (2320 Shady Oaks Lane)

F. 3. * OTHER BUSINESS

Final Plat Approval of Sherman Crossroads Medical No. 2, being 6.8384 acres in the Preston Kitchen Survey, Abstract No. 667, and in Tract 4 of the Blalock Industrial Park; Sherman Crossroads, LTD, Owners; and Brockette/Davis/Drake, Inc., Civil Engineers/Surveyor (2800-3600 Blocks of South U.S. Highway 75)

F. 4. * OTHER BUSINESS

Final Plat Approval of The Brooks on Heritage Parkway Addition, being 6.423 acres in the Elizabeth Jones Survey, Abstract No. 625; SSCGC Holdings, LLC, Owner; JNPHM Development, LLC, Developer; and Preston Trail Land Surveying, Surveyor [1305 South F.M. 1417 (Heritage Parkway)]

F. 5. * OTHER BUSINESS

Site Plan Approval for Heritage Development Partners, LLC, Owners; Brockette/Davis/Drake, Inc., Civil Engineers/Surveyor; and Curtis Group Architects, LTD, Architect under Ordinance No. 2252, Article IV, Section 410(2)(j) to allow a Medical Office Building (Crossroads Medical Office Building) in the Blalock Industrial Park/Blalock Commercial Overlay District in the 2800-3600 Blocks of South U.S. Highway 75



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 01/15/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6322

Authorizing the Acceptance of a General Warranty Deed from Sherman Economic Development Corporation aka SEDCO for the Conveyance of a 7.7109 acre tract of land, more or less, situated in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, County of Grayson, State of Texas, being more fully described by metes and bounds in the attached Exhibit "A" and illustrated in the attached Exhibit "B"

Issue:

To consider acceptance of a General Warranty Deed from SEDCO for the approximately 7.7109 acre tract of land on Northgate Drive to be used for the relocation of Sherman Fire Station #4

Background:

City staff has been working with SEDCO staff on the acquisition of land for the relocation of Fire Station #4. This tract in the Northgate Drive area was identified as a suitable site to move the station from its current location at the southeast corner of F.M. 1417 and U.S. Highway 75. Construction on the fire station will begin in January and is expected to be completed in late 2018.

Origination:

City Manager Robby Hefton

Financial Consideration:

There is no financial impact to accepting this General Warranty Deed from SEDCO other than the County Clerk fees for recording.

Staff Recommendation:

Staff recommends the Council authorize the City Manager to accept the General Warranty Deed and execute any and all instruments and take any further action required to acquire this tract of land.

Alternatives:

No alternatives are recommended.

Attachments

Resolution No. 6322

General Warranty Deed with Exhibits "A" and "B"

Aerial Location Map - Sherman Fire Station #4

RESOLUTION NO. 6322

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF A GENERAL WARRANTY DEED FROM SHERMAN ECONOMIC DEVELOPMENT CORPORATION AKA SEDCO FOR THE CONVEYANCE OF A 7.7109 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "A" AND ILLUSTRATED IN THE ATTACHED EXHIBIT "B"; 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to accept a General Warranty Deed from Sherman Economic Development Corporation aka SEDCO for the conveyance of all that certain tract or parcel of land situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, being all of that certain 7.7109 acres of land, more or less, and being more fully described by metes and bounds in the attached Exhibit "A" and illustrated in the attached Exhibit "B", in the same or substantially same form as the General Warranty Deed and Exhibits attached hereto and incorporated herein 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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

General Warranty Deed

Date:

Grantors: SHERMAN ECONOMIC DEVELOPMENT CORPORATION
aka SEDCO

Grantor's Mailing Address: 307 W. Washington St., Suite 102
Sherman, TX 75090

Grantee: City of Sherman, Texas

Grantee's Mailing Address: P.O. Box 1106
Sherman, TX 75091

Consideration: For and in consideration of One Dollar (\$1.00) by the **CITY OF SHERMAN**

Property: See Attached Exhibit "A"

Reservations from Conveyance:

Exceptions to Conveyance and Warranty:

Grantor, for the Consideration expressed and subject to easements of record grants, sells and conveys to grantee the Property described in Exhibit "A", together with all singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever.

Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the easements of record.

ATTEST:

GRANTEE:
CITY OF SHERMAN, TEXAS

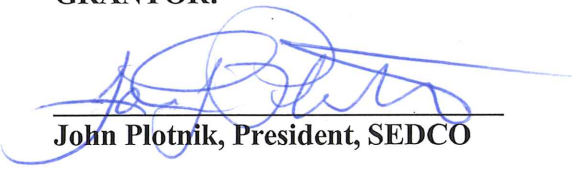
BY: _____
DAVID PLYLER, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON SHELBY, CITY ATTORNEY

GRANTOR:


John Plotnik, President, SEDCO

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Grayson

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 9th day of January, 2018.


NOTARY PUBLIC, STATE OF TEXAS

Notary's commission expires: 11-17-2019

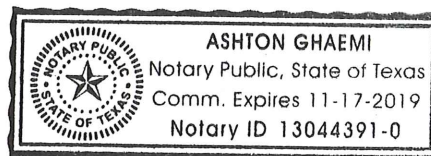


EXHIBIT "A"

BEING a 7.7109 acre tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, City of Sherman, Grayson County, Texas, being a part of Lot 1, Block 1 of Progress Park One, Northgate Drive Phase Three, an addition to the City of Sherman, recorded in Volume, 24, Page 69 of the Plat Records, Grayson County, Texas (P.R.G.C.T.), also being a part of Lot 1 of Northgate Business Park, Phase Two, an addition to the City of Sherman, recorded in Volume 22, Page 90 (P.R.G.C.T.) and being part of that tract of land conveyed to Sherman Economic Development Corporation by Special Warranty Deed with Vendor's Lien, recorded in Volume 2660, Page 656 of the Deed Records, Grayson County, Texas (D.R.G.C.T.), and being more particularly described as follows:

COMMENCING at a railroad spike found in concrete for the northeast corner of a tract of land conveyed to the Actichem LP by Special Warranty Deed, recorded in Volume 3880, Page 138 (D.R.G.C.T.), same being the southeast inner ell corner of a tract of land conveyed to SSCGC Holdings by Special Warranty Deed, recorded in Volume 5232, Page 220 (D.R.G.C.T.);

THENCE, S 73°39'59" W, along the South line of said SSCGC tract and the North line of said Actichem LP tract, a distance of 982.03 feet to a point for corner, same being the northeast corner of said Lot 1, Block 1, Progress Park One, Northgate Drive Phase Three;

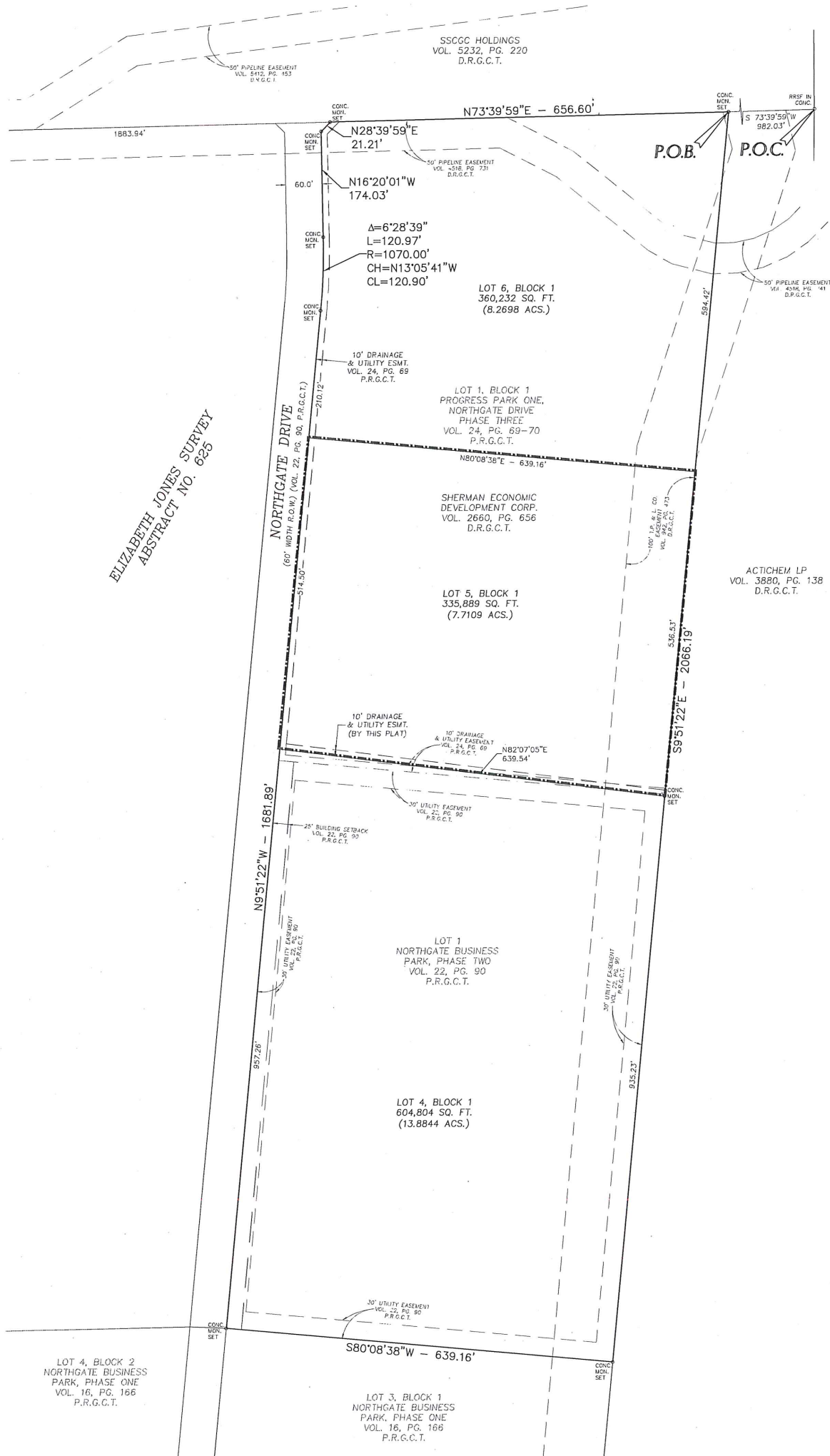
THENCE S 09°51'22" E, departing the South line of said SSCGC tract and along the common East line of said Lot 1, Block 1 and West line of said Actichem LP tract, a distance of 594.42 feet to the POINT OF BEGINNING;

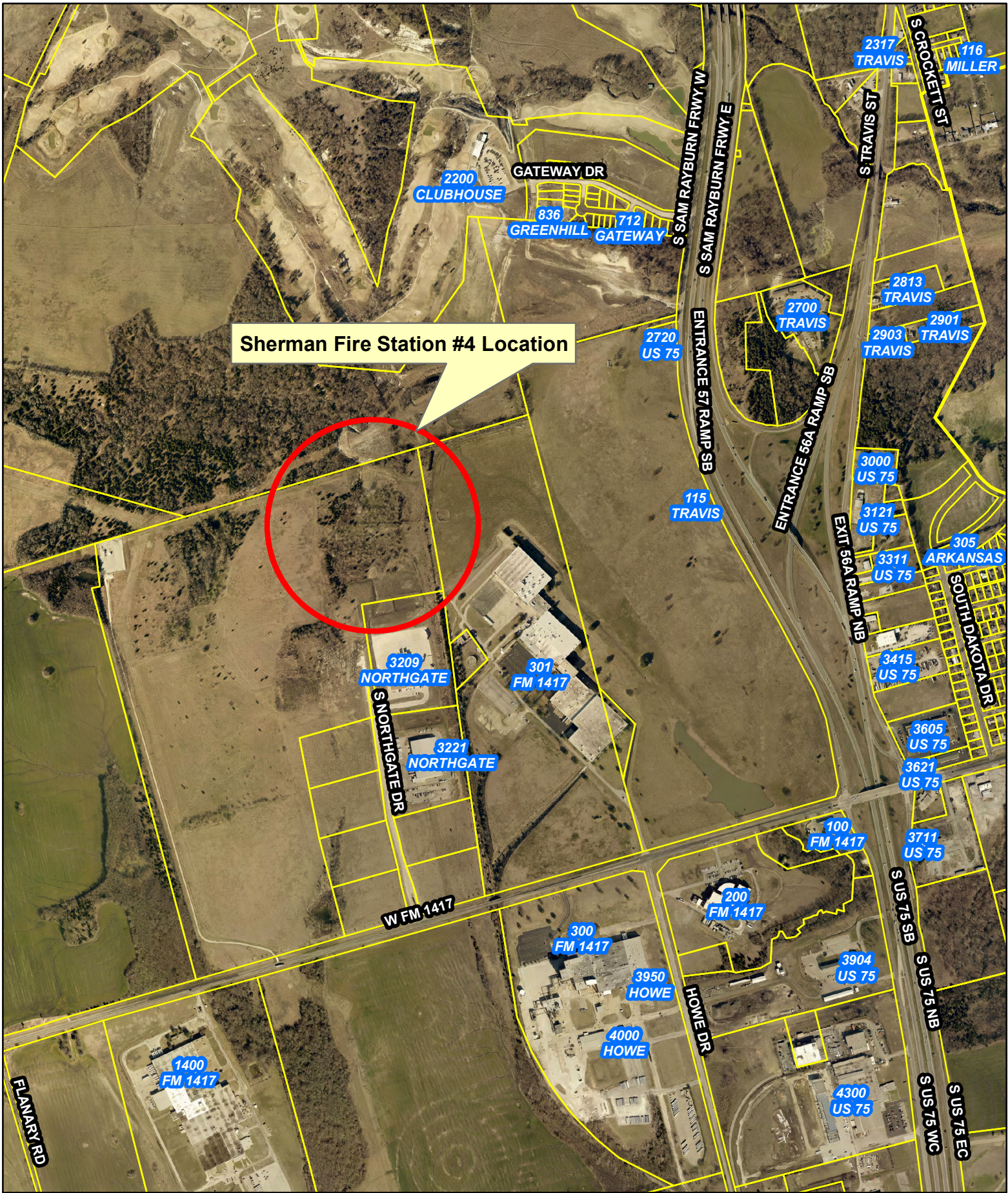
THENCE S 09°51'22" E, continuing along the common East line of said Lot 1, Block 1 and the West line of said Actichem LP tract, passing at a distance of 533.26 feet the southeast corner of said Lot 1, Block 1, same being the northeast corner of Lot 1, Northgate Business Park, Phase Two, an addition to the City of Sherman, recorded in Volume 22, Page 90 (P.R.G.C.T.), continuing for a total distance of 536.53 to a point for corner;

THENCE N 82°07'05" E, departing the West line of said Actichem LP tract, a distance of 639.54 feet to a point for corner in the East line of Northgate Drive (60' width R.O.W.);

THENCE N 09°51'22" W, along the East line of said Northgate Drive, a distance of 514.50 feet to a point for corner;

THENCE N 80°08'38" E, departing the East line of said Northgate Drive, a distance of 639.16 feet to the POINT OF BEGINNING, containing 335,889 square feet or 7.7109 acres of land, more or less.







SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.2.

Meeting Date: 01/15/2018

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6323

Authorizing Execution of a Contract with Transcend, Inc. D/B/A SPA Skateparks to Design and Build Skatepark Improvements at Hawn Park through the TIPS Purchasing Cooperative

Issue:

To obtain authorization to execute a contract with Transcend, Inc. D/B/A SPA Skateparks of Austin, Texas, to design and build skatepark improvements at Hawn Park

Background:

The contract with Transcend, Inc. D/B/A SPA Skateparks is through the TIPS Purchasing Cooperative. Skatepark improvements are included in the 2017 Parks, Recreation and Open Space Master Plan, which the City Council approved and adopted at the May 15, 2017 meeting. Additionally, the City Council authorized an Interlocal Agreement (ILA) between the City and the TIPS Purchasing Cooperative at the June 5, 2017 meeting. Contracts awarded under the TIPS Purchasing Cooperative fully satisfy statutory competitive bidding requirements.

Origination:

Parks and Recreation Department

Financial Consideration:

Total projected costs for this project are \$250,000.00. Funding was approved in the fiscal year (FY) 2018 Capital Improvement Program (CIP) budget for this project.

Staff Recommendation:

Staff recommends the City Council authorize execution of a contract with Transcend, Inc. D/B/A SPA Skateparks for skatepark improvements at Hawn Park.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6323

Design/Build Agreement between City of Sherman, Texas and Transcend, Inc. D/B/A SPA Skateparks

Resolution No. 6230 with TIPS Interlocal Agreement

RESOLUTION NO. 6323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH TRANSCEND, INC. D/B/A SPA SKATEPARKS TO DESIGN AND BUILD SKATEPARK IMPROVEMENTS AT HAWN PARK THROUGH THE TIPS PURCHASING COOPERATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved by the City Attorney, to execute a contract with Transcend, Inc. D/B/A SPA Skateparks of Austin, Texas, through the TIPS Purchasing Cooperative, to design and build skatepark improvements at Hawn Park at a total purchase price of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00), in accordance with the terms and provisions of the contract documents and the TIPS Purchasing Cooperative Interlocal Agreement attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2017-2018 budget.

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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

**DESIGN/BUILD AGREEMENT BETWEEN CITY OF SHERMAN, TEXAS
AND TRANSCEND, INC. D/B/A SPA SKATEPARKS**

THIS AGREEMENT BETWEEN CITY OF SHERMAN AND TRANSCEND, INC. D/B/A SPA SKATEPARKS (this "Agreement") is made and entered into effective as of the of January 2018, and between CITY OF SHERMAN, TEXAS, (the "CITY"), and TRANSCEND, INC. D/B/A SPA SKATEPARKS (the "CONTRACTOR").

WITNESSETH:

A The CITY owns certain real property, with improvements situated thereon, located at 1202 S Dewey Ave, Sherman, TX 75090 and known locally as Hawn Park Skatepark (the "Property").

B The City desires to have certain improvements constructed on the Property consisting of the new City of Sherman Hawn Park Skatepark, including the design and creation of a paved skateboard area to include a paved bowl and/or street style elements (the "Improvements"), such Improvements to be constructed in accordance with the Plans and Specifications hereinafter described.

C Contractor desires to serve as the original or general contractor for the aforementioned construction project (the "Project") for purposes of furnishing the necessary labor and materials (collectively, the "Work," as more specifically detailed in the Scope of Work and Budget, which is attached hereto as Exhibit A and incorporated herein by reference for all purposes) to be utilized in the construction of such Improvements, and Contractor shall, subject to and in accordance with the terms and provisions of this Agreement, supervise the construction of, purchase the materials and furnish the equipment necessary to timely complete, the Project.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, The City and Contractor hereby agree as follows:

1 Conceptual Design and Development. Contractor has prepared a draft master plan for the Project which it agrees to promptly revise to the satisfaction of The City with input from the public in conjunction with conceptual design and development. It includes preparation of a base plan, preparation of illustrative drawings and computer renderings thereof, a preliminary cost estimate and a final conceptual design (collectively, the "Design Drawings"). The City shall pay Contractor the sum of fifteen thousand five hundred dollars (\$15,500) upon Contractor's completion of such revisions, as agreed to by the parties.

2 Plans and Specifications. Promptly upon acceptance and approval of the Design Drawings in writing by The City, Contractor shall prepare all construction documents for the Project, including a layout plan, a drainage plan, construction details and such other plans or specifications as may be required for the Project, consistent with the Design Drawings (collectively, the "Plans and Specifications"). Upon acceptance and approval of the Plans and

Specifications in writing by The City, The City shall pay Contractor the sum of ten thousand five hundred dollars (\$10,500).

3 Subcontractors. All portions of the Work not performed directly by Contractor or Contractor's employees shall be performed under subcontracts that shall be subject to, and will conform to the requirements of this Agreement and the other Contract Documents. Promptly after acceptance and approval of the Plans and Specifications by The City, Contractor shall furnish to The City a written list identifying all subcontractors Contractor proposes to use for the Work to be performed hereunder, if any. The Contractor shall assume the obligation to pay for and control the work performed by subcontractors, if any.

4 Construction Work; The City to Provide Utilities for the Work. Contractor shall, in a good and workmanlike manner and in accordance with this Agreement, prosecute and perform the Work necessary to construct the Improvements described in and reflected on the Plans and Specifications. Contractor understands and acknowledges that The City is entering into this Agreement in reliance upon Contractor's special skill and abilities in performing the Work hereunder. Contractor has visited the Project site and immediately adjacent areas and has become familiar with the local conditions under which the Work is to be performed. Contractor shall supervise and direct the Work to be performed in connection with the construction of the Improvements upon the Property and the completion of the Project using Contractor's best efforts, skill, judgment, abilities and attention, and Contractor shall be solely responsible for all fabrication, shipment, delivery and installation means, methods, techniques, sequences and procedures, and for coordinating and implementing all portions of the Work to be performed under this Agreement. The City will furnish Contractor access to temporary water and electricity service to within 150 feet of the Work. Contractor will utilize the temporary water and electricity service solely for the benefit of the Work. Contractor will cooperate with The City and any of The City's separate or other contractors or laborers whose work might interfere with the Work to be performed by Contractor hereunder, and Contractor shall, as requested by The City, participate in the preparation of coordinated plans and schedules to alleviate any such interference or congestion. Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation, storage and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Project. Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ on the Project any unfit person or anyone not skilled in the task assigned them. Contractor will clean up and haul away all debris resulting from the performance of the Work hereunder and will at all times keep and leave the Project in as clean and orderly condition as the circumstances will permit. All materials, equipment, furnishings and fixtures incorporated in the Work will be new unless otherwise specified, and all Work to be performed hereunder will be of a good quality, free from faults and defects, and in conformance with the provisions of this Agreement, the Plans and Specifications and any other written instrument or document approved by The City and Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project (this Agreement, the exhibits attached hereto, the Plans and Specifications, the Budget and such other written instruments or documents, if any, approved by The City and Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project are sometimes hereinafter referred to collectively as the "Contract Documents").

5 Adequate Safety Precautions. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of its obligations pursuant to this Agreement. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, (a) employees at the Project and other persons who may be affected thereby, (b) the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Project site, and (c) all other property at the Project site or adjacent thereto, such as trees, shrubs, walkways, pavement, driveways, streets and utilities not designated for removal, relocation or replacement during the course of construction. Contractor shall erect and maintain, as may be dictated by the conditions surrounding the performance of the Work, reasonable safeguards for the safety and protection of all persons and property, including, without limitation, posting danger signs and warnings against potential hazards, promulgating safety regulations, and installing and maintaining safety and silt fencing around the perimeter of the Project site, if necessary. If and to the extent any hazardous materials or equipment or other unusual methods become necessary for the execution of the Work, Contractor shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel.

6 Commencement and Completion of Work; Mobilization Fee. Contractor shall commence the construction portion of Work promptly upon receiving a Notice to Proceed from The City, which notice shall be given only upon The City's approval of the Plans and Specifications, it being understood that The City shall not unreasonably withhold the Notice to Proceed. After completion of Plans and Specifications as described in Section 2 above and included with the Contractor's first payment application for construction, The City shall pay to Contractor a Mobilization Fee in an amount equal to ten percent (10%) of the total Budget for the Work. At Contractor's sole risk, Contractor may commence preparing for the Work at the Property prior to receiving the Notice to Proceed, subject to the terms of this Agreement, provided that no such Work preparation shall occur at the Property unless pursuant to written instructions from The City to Contractor. The City will obtain any required permits and licenses prior to commencement of construction, with the Contractor's reasonable assistance, if requested. Contractor will, from and after the date on which construction commences, diligently and continuously perform and prosecute the Work to its completion in accordance with the Contract Documents, and shall use its best efforts to achieve final completion of the entire Project within one hundred and fifty (150) days after Contractor's receipt of The City's Notice to Proceed for Construction phase (such date of required completion being referred to herein as the "Scheduled Completion Date"). Notwithstanding any provision contained herein which could be construed to the contrary, final Completion (herein so called) of the Project shall not be deemed to have occurred until and unless (a) construction thereof is sufficiently complete so that the Project may be used by The City for its intended purpose, subject only to minor "punch list"-type items, (b) all required permits, licenses, certificates of compliance, certificates of occupancy and other approvals from the applicable governmental authorities exercising jurisdiction over the Project shall have been issued, (c) all utilities necessary to service the Improvements, if included as part of Contractor's Work, have been connected and are available for immediate use and (d) The City shall have conducted an inspection of the Project, shall have reasonably approved of same, and shall have reasonably determined that all Work has been completed substantially in compliance with the Contract Documents, subject only to completion of punch-list items. Within ten (10) days of notice from Contractor that Completion has occurred, The City and

Contractor shall inspect the Work for purposes of creating a list of punch-list items. Upon Completion of the Project, if requested by The City, Contractor shall join with The City in the execution of an Affidavit of Completion (herein so called) or similar instrument evidencing Completion of the Project; provided, however, that any failure or refusal on the part of Contractor to execute such Affidavit of Completion upon Completion of the Project shall not prejudice the right of The City to unilaterally execute such Affidavit of Completion and cause the same to immediately be filed of record in Grayson County.

7 Contractor Delay. Contractor shall be excused for the period of any delay in performance of any obligations hereunder when it is prevented from doing so by the wrongful or negligent acts or omissions of The City or by causes beyond either party's control, which shall include all labor disputes, civil disturbance, war, warlike operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualties, adverse weather conditions, inability to obtain any material or service, or acts of God.

8 Contractor's Fee. For and in consideration of the faithful performance of this Contract in accordance with all terms herein contained, The City agrees to pay the total cost of the Work as set forth in the Budget in the amount of **two hundred and fifty thousand dollars (\$250,000)**, inclusive of the specific payments made to Contractor as provided above. Such fee will be paid by The City to Contractor as the Work progresses as described in Paragraph 10 below. Contractor shall be entitled to no other compensation for the Work to be performed hereunder, and Contractor expressly covenants and agrees that all expenses incurred by Contractor in the conduct of its activities and the performance of its obligations and services hereunder shall be borne exclusively by Contractor (even if at variance with the Budget), and Contractor shall be solely responsible for the payment of same. Contractor understands and agrees that Contractor shall not be entitled to any benefits not expressly specified in this Agreement.

9 Changes in the Work. No change, modification, addition, deletion or other revision to the Work and/or the Contract Documents in furtherance of the Project shall be valid, binding or effective unless a written change order approved by The City and signed by The City and Contractor shall authorize the same. In the event of any such written change order approved by The City and signed by The City and Contractor, the value of the labor or materials, or both, added or omitted from the Work to be performed in furtherance of the Project shall be computed and determined by Contractor, subject to the written approval and acceptance by The City, and the amount so determined shall be added to or deducted from the Budget. Contractor shall have no claim for additional work performed by Contractor unless such work has been done pursuant to a written change order approved by and signed by The City and Contractor. If, as the result of any valid change order effected pursuant to the provisions of this Paragraph 9, the applicable changes in the Work may reasonably be expected to delay Contractor in achieving Completion of the Project, The City and Contractor may agree and stipulate in the written change order itself that the Scheduled Completion Date will be extended by the appropriate number of days corresponding to the anticipated delay. However, absent any such stipulation in the change order serving to extend the Scheduled Completion Date, the Scheduled Completion Date shall not be deemed to be extended and Contractor will be expected to achieve Completion of the Project

(including those portions of the Work covered by the change order) on or prior to the Scheduled Completion Date.

10 Progress Payments. All payments to Contractor hereunder shall be made on a work-in-place basis following inspection and approval by The City, such approval not to be unreasonably withheld. Every four (4) weeks or less during the progress of construction, Contractor will submit to The City an application for payment (referred to herein as an “Application for Payment”) covering the portion of the Work performed (and materials used) for which payment has not been previously made. Each such Application for Payment shall be in form and substance reasonably satisfactory to The City and shall include, without limitation, (a) the amount due for the Work performed for which Contractor is requesting payment, (b) a reasonably detailed breakdown and itemization of such Work and the amount due, (c) the percentage of completion of the Work performed, (d) the sum of all prior payments made from The City to Contractor hereunder and (e) such other information and attachments as shall be reasonably required by The City for purposes of evaluating the Work performed for which Contractor is requesting payment. At the time Contractor submits an Application for Payment to The City, if requested by The City, Contractor will also provide to The City true, correct and legible copies of all invoices and bills for labor and materials incorporated in the Work and which are to be paid from the proceeds of the payment to be made by The City at such time. Within seven (7) calendar days following the timely submission of an Application for Payment by Contractor to The City, The City shall provide notice to Contractor stating either (1) that the Application for Payment as submitted by Contractor has been approved by The City, or (2) that payment will be withheld until Contractor shall perform such corrective measures as shall reasonably be specified by The City to ensure that the Work performed for which payment is to be made conforms in all substantive respects to the Contract Documents. Within thirty (30) days following The City’s receipt of the Application for Payment or, as applicable, within thirty (30) days after Contractor’s completion of such corrective measures as shall have been reasonably identified by The City as aforesaid, and subject to the other provisions of this Agreement, The City shall make payment to Contractor.

11 Effect of Application for Payment. Each Application for Payment made from Contractor to The City hereunder shall be deemed a representation and warranty by Contractor to The City that, as of the date of such Application for Payment, (a) there exists no Event of Default (as hereinafter defined) and no event or condition that, with notice or lapse of time, or both, would constitute an Event of Default, (b) there has been no material variance from the Contract Documents with respect to the Work performed through the date of such Application for Payment and (c) all Work performed in furtherance of the construction of the Improvements at the then current state of construction has been done in a good and workmanlike manner, and all materials, equipment, furnishings and fixtures usually furnished and installed at such time have been so furnished and installed in a good and workmanlike manner.

12 Retainage. During the period in which the Work is being performed and for thirty (30) days thereafter, The City shall retain five percent (5%) of the amounts paid by The City under Paragraph 8 above (the “Retainage”). Subject to the provisions of this Agreement, such Retainage as aforesaid will be advanced to Contractor as the final payment hereunder upon the

later of (i) the expiration of thirty-one (31) days following Completion of the Project or (ii) Contractor's completion of the punch-list items referred to in Paragraph 6 above.

13 Withholding of Payments. Notwithstanding any provision contained herein which could be construed to the contrary, The City shall not be obligated to make any payment to Contractor hereunder (whether a progress payment or the final payment) if any one or more of the following conditions exist:

a An Event of Default, or any event or condition which, with notice or lapse of time, or both, would constitute an Event of Default, has occurred;

14 Inspection by The City. The City shall have the right, but not the obligation, at any time and from time to time during construction of the Improvements to inspect the progress of the Work and to ensure that the same is being prosecuted and performed fully in accordance with the Contract Documents; provided, however, no inspection made by The City shall relieve Contractor of any of its obligations hereunder, including, without limitation, Contractor's obligations to correct defects in the Work and to provide the warranties set forth in this Agreement. In addition, The City, at its own expense, shall have the right, but not the obligation, to appoint a person or firm with architectural and/or engineering expertise (for convenience, referred to herein as the "The City's Architect") to observe, inspect, monitor and test the Work performed hereunder and the progress of construction at the Project. Contractor covenants and agrees that The City's Architect shall be permitted to visit and be on the Project from time to time for such purposes and Contractor shall use its best efforts to cooperate fully with The City's Architect in the performance of its duties and to supply The City's Architect with such materials and information as The City's Architect may reasonably request for such purposes.

15 Correction of Work. All Work not conforming to the requirements of the Contract Documents, or which is rejected by any governmental authority, will be considered defective. Contractor shall promptly correct defects in the Work, whether observed before or after final completion of the Project and whether or not fabricated, installed or completed. Contractor shall bear all costs and expenses of correcting defective Work. The City may correct any defective Work (a) which Contractor does not undertake to correct within ten (10) days following written notice from The City to Contractor of the need for such correction or which Contractor thereafter fails to continue to correct with due diligence, or (b) without notice, in the case of an emergency. In the event The City undertakes to correct defects in the Work as aforesaid, Contractor shall reimburse The City for all costs and expenses reasonably incurred in connection therewith promptly on demand, supported by reasonable documentation of such costs and expenses. The provisions of this paragraph will apply to Work done or furnished by Contractor or its employees. If The City, in its sole and absolute discretion and without any obligation to do so, elects to accept Work which is defective, then The City may do so instead of requiring its correction, in which case the fee payable to Contractor under Paragraph 8 above will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made to Contractor hereunder.

16 No Liens. So long as The City makes payments in accordance with the terms hereof, Contractor shall not voluntarily file, permit to be filed or otherwise impose any mechanic's, materialman's, laborer's or other similar lien or encumbrance on any portion of the

Project or the Property. If any such lien, encumbrance or claim thereof is filed or otherwise imposed, Contractor shall, immediately on request, and at no cost, charge or expense to The City, cause the same to be released, canceled and discharged of record. If any such lien, encumbrance or claim thereof is filed or otherwise imposed, and if Contractor shall not cause such lien, encumbrance or claim to be released, canceled and discharged promptly (and in no event later than thirty (30) days following written notice from The City requesting Contractor to do so), and the existence of such lien, encumbrance or claim has resulted in or will soon result in a material adverse effect on The City or The City's business, The City shall have the right to pay all sums reasonably necessary to obtain such release, cancellation and discharge and the cost thereof shall be reimbursed to The City from Contractor on demand. Contractor shall defend, indemnify and hold harmless The City and the Project (including the Property and all improvements thereon) from and against any and all claims, losses, demands, causes of action or suits of whatever nature arising out of any such lien, encumbrance or claim thereof. Notwithstanding any provision contained herein which could be construed to the contrary, The City shall in no event be required to make payments to Contractor hereunder at any time when any such lien, encumbrance or claim thereof shall be outstanding. Additionally, The City may withhold from any payment due to Contractor hereunder such amounts as are necessary to pay any and all claims for which The City has received notice (for convenience, a "Claim Notice") from any person or party providing labor and/or materials, including, without limitation, specially fabricated materials, used in the construction of the Improvements on the Project, and The City may pay such claims directly to such persons or parties as shall have provided The City with the Claim Notice. Any amounts so withheld shall be in addition to any Retainage withheld from any payment due Contractor hereunder and may be retained by The City until such time as a release of such claim described in the Claim Notice is received by The City from the claimant in form and substance acceptable to The City.

17 Contractor's Representative. Yann Curtis ("Curtis") is hereby designated as the person in charge of the Work to be performed by Contractor under this Agreement. Curtis will participate in and will at all times be completely familiar with the performance by Contractor of the Work hereunder and will serve as the Contractor's point of contact between The City and Contractor.

18 Communications With The City. As to any matter on which The City's input shall be required hereunder, Contractor shall provide The City with all necessary materials and information from which The City may formulate its input and thereafter provide The City with a reasonable opportunity to respond. Upon request by The City, Contractor shall prepare and distribute minutes of all meetings and conferences held with The City to the participants of such meetings and conferences indicating Contractor's interpretation of the decisions reached and actions to be taken resulting therefrom.

19 Ownership of Documents and Drawings. All drawings, models, renderings, together with any other documents or information prepared by Contractor specifically for The City in connection with the Project ("Documents and Drawings"), shall be the property of The City, provided, however, that such materials are not intended or represented to be suitable for reuse by the City or others. Any reuse without prior verification or adaptation by the Contractor for the specific purpose intended will be at the City's sole risk and without liability to the

Contractor. Documents and Drawings shall not be used by Contractor on any project other than the Project unless expressly so authorized in writing by The City. In the event of a termination of this Agreement for any reason, Contractor will promptly deliver to The City the originals of all drawings, models and renderings prepared to the date of termination.

20 Insurance. Contractor shall, at its sole cost and expense (subject to Paragraph 3 above), maintain in force and effect comprehensive commercial liability insurance for protection from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Contractor's operations under this Agreement. Such policy of insurance (i) shall name The City as an additional insured and contain clauses waiving the insurer's rights of subrogation against The CITY and (ii) shall (except as expressly provided otherwise herein) be in the following minimum coverage amounts: bodily injury coverage shall be in an amount not less than \$1,000,000.00 per occurrence, and property damage coverage shall be in an amount not less than \$1,000,000.00 per occurrence. If not already provided to The City, a certificate of insurance evidencing such coverage must be furnished to The City concurrently with the execution of this Agreement and in all events before Contractor commences the Work. Such certificate of insurance shall specify the additional insured status of The City mentioned above as well as the waivers of subrogation.

21 Warranties Concerning Improvements. Contractor warrants and represents to The City that the Work performed in connection with the construction of the Improvements shall be done in a timely, good and workmanlike manner and substantially in accordance with the Contract Documents. Contractor covenants and warrants that title to all work, materials and equipment incorporated in the Work will pass to The City free and clear of all liens, claims, security interests or encumbrances. In addition, Contractor will obtain and provide, for the benefit of The City and its assigns, all customary warranties and guarantees in regard to any materials, equipment, furnishings and fixtures incorporated in the Work, said guarantees expressly expiring after one (1) year.

22 Compliance With Laws; Payment of Taxes. Contractor warrants and represents to The City that the Project and all Work to be performed in connection therewith and in furtherance thereof shall conform to all applicable federal, state and/or local or municipal laws, rules, regulations, codes and ordinances and with those of any other governmental or quasi-governmental body having jurisdiction over the Project, or any portion thereof. Contractor has reviewed the Plans and Specifications and is satisfied that they do not call for construction that would violate such laws, rules, etc. Contractor will pay all employment, social security and other taxes imposed upon it as an employer in connection with its performance of this Agreement and will furnish evidence, when requested by The City, showing that payment of all such taxes has been made. Contractor shall pay timely when due all local, state and federal taxes in connection with the Work to be performed hereunder and Contractor's business operations generally.

23 Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless The City, and its agents, employees and representatives, from and against any and all claims, causes of action, damages, losses and expenses of any nature whatsoever, including, without limitation, court costs, attorneys' fees and related legal expenses,

arising out of or resulting from any material defects in the Work or any negligence in the performance of the Work hereunder or occurring in connection therewith. Without limiting the generality of the preceding sentence, Contractor understands and acknowledges that the indemnity provided pursuant to this paragraph shall extend to and cover, and Contractor shall accordingly defend, indemnify and hold harmless The City, its agents, employees and representatives, from and against, any and all claims, causes of action, damages, losses and expenses of any nature whatsoever brought or asserted by any person or party whomsoever (including, without limitation, any third party purchaser of the Project) arising out of or resulting from defects in the Work. Such obligations of indemnity on the part of Contractor hereunder shall survive the expiration or any termination of this Agreement.

24 Default by The City and Contractor's Remedies. If The City fails to make payment to Contractor hereunder for a period of ten (10) days after the date on which such payment became due pursuant to the provisions hereof, Contractor may, upon seven (7) additional days' written notice to The City, in addition to any other remedies which may be available to Contractor, (a) bring a suit at law against The City for recovery of sums due Contractor and/or (b) discontinue the performance of the Work hereunder until such time as the appropriate payment is received by Contractor. All payments not made timely hereunder shall bear interest, without the necessity of demand or presentment, which are hereby waived, from the date due at the greater rate of either (i) eight percent (8%) per annum or (ii) in accordance with the Texas Prompt Payment Act. No waiver by Contractor of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of Contractor, and no delay or omission in the exercise or enforcement by Contractor of any rights or remedies shall ever be construed as a waiver of any right or remedy of Contractor.

25 Default by Contractor. Any one or more of the following shall constitute an event of default ("Event of Default") by Contractor hereunder:

a The breach by Contractor of any warranty or representation contained herein;

b The failure of Contractor to perform or observe any term, provision, covenant, agreement or condition contained herein or in any of the other Contract Documents and the continuance of such failure for seven (7) days following written notice thereof from The City to Contractor, except that if the nature of the particular failure on the part of Contractor is such that, by its nature, cannot be cured, The City shall not be required to give Contractor notice of such failure, and such failure shall constitute an Event of Default immediately upon its occurrence;

c The insolvency of Contractor;

d The appointment of a receiver of Contractor, or of all or any substantial part of its property, and the failure of such receiver to be discharged within thirty (30) days thereafter;

e The admission by Contractor in writing of its inability to pay its debts generally as they become due;

f The execution by Contractor of an assignment for the benefit of its creditors;

g The filing by or against Contractor of a petition to be adjudged a bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding, or the act of Contractor in instituting or voluntarily being or becoming a party to any other judicial proceeding intended to effect a discharge of the debts of Contractor, in whole or in part, or a postponement of the maturity or the collection thereof, or a suspension of any other rights or powers granted to The City herein or in any other documents executed in connection herewith;

h The failure of Contractor to pay any money judgment against it before the expiration of thirty (30) days after such judgment becomes final and no longer appealable; or

i The failure of any attachment, sequestration or similar proceeding against any of Contractor's property to remain undischarged or unbonded by Contractor, or undismissed, for a period of thirty (30) days after the commencement thereof.

26 The City's Remedies. Without limitation of the right of The City to all remedies available to The City as otherwise provided herein, at law and/or in equity, upon the occurrence of an Event of Default, The City, at its option, without any further notice or demand whatsoever, which are hereby waived, may perform such acts or expend such sums as shall be reasonably necessary to remedy any such Event of Default and may deduct the cost thereof from payments then or thereafter due Contractor hereunder. Upon the occurrence of an Event of Default, at The City's option, and without prejudice to any other remedy The City may have, The City may terminate this Agreement and may finish the Work by whatever method The City may deem expedient, and to the extent the costs thereof shall reasonably exceed those which would have otherwise become due to Contractor hereunder had Contractor timely and properly performed its obligations under this Agreement, Contractor shall pay and reimburse The City on demand for such costs, together with interest thereon calculated at the lesser of (i) the rate of interest in accordance with the Texas Prompt Payment Act or (ii) eight percent (8%) per annum. All rights and remedies of The City hereunder are cumulative of each other and of every other right or remedy which The City may otherwise have at law or in equity, and the exercise of one or more rights or remedies by The City shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. No waiver by The City of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of The City, and no delay or omission in the exercise or enforcement by The City of any rights or remedies shall ever be construed as a waiver of any right or remedy of The City.

27 Collection Rights. With respect to any sums or charges which may become due from one party to the other pursuant to the provisions of this Agreement, the party to whom such sums are due shall have all rights and remedies available at law or in equity to collect such sums or charges, including, without limitation, the right to set off any such sums or charges against payments becoming due to the other party hereunder.

28 Termination by The City. Notwithstanding any provision contained in this Agreement which could be construed to the contrary, and irrespective of whether there shall have occurred an Event of Default, The City may terminate this Agreement at any time effective upon fifteen (15) days' written notice to Contractor of such termination, whereupon neither party shall have any further liability or obligation to the other hereunder, except as otherwise expressly provided herein. In the event of any such termination by The City pursuant to this provision, Contractor shall be entitled to be paid an amount which is equitable in the circumstances for Work performed hereunder as of the date of termination (including Contractor's fee hereunder earned as of such date), together with Contractor's actual and provable costs and/or losses with respect to materials, equipment, tools and storage, including reasonable profit and overhead, mobilization and demobilization. In the event The City and Contractor are unable to agree upon the amount to be paid as a result of any such termination within ten (10) days after termination, The City shall obtain, at its own expense, Professional Engineer's sealed opinion of the amount due in consideration of all circumstances surrounding the termination and shall make payment accordingly. Such an Engineer shall be independent and unbiased, representing both the City and Contractor. In such event, in addition to any other remedies available to Contractor, Contractor shall have all the remedies available for other payment claims under Paragraph 24 above.

29 Independent Contractor. It is understood and agreed that the relationship of Contractor to The City shall be that of an independent contractor. Nothing contained herein shall be deemed or construed to (a) make Contractor the agent, servant or employee of The City, or (b) create any partnership, joint venture or other association between The City and Contractor. Contractor shall not have the right to bind The City to any obligations whatsoever, and this Agreement shall not be construed to make The City liable to any person or party for debts or claims of any character accruing to them against Contractor.

30 Notices. Notices to be given by either party hereto shall be in writing and shall be deemed to have been served, given and received (a) if hand delivered, when delivered in person to the address set forth hereinafter for the party to whom notice is given, (b) if mailed, when placed in the United States mail, postage prepaid, by certified mail, return receipt requested, properly addressed to the party to whom notice is given at the address hereinafter specified, or (c) if faxed, when verifiable confirmation of delivery is received by the sender of such fax to the party whose fax address is hereinafter specified. Until changed by written notice, the parties' addresses for notices are as set forth on the signature page attached hereto.

31 Assignment. Without the prior written consent of The CITY, Contractor shall not assign any of its rights or delegate any of its duties hereunder. Any such attempted assignment or delegation, without the prior written consent of The CITY as aforesaid, shall be null and void. The CITY may assign its rights and obligations under this Agreement from time to time to any third party provided such third party assignee expressly assumes The CITY's obligations hereunder, provided that The CITY shall not be released by any such assignment from the performance of any obligations hereunder.

32 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

33 Time of Essence. Time is of the essence of this Agreement and any breach of same shall go to the essence thereof, and Contractor, in agreeing to use its best efforts to complete the Work within the time period prescribed herein, has taken into consideration and made allowances for common and foreseeable hindrances incident to the Work to be performed hereunder.

34 Attorneys' Fees. Should any party bring suit against the other party concerning matters arising out of this Agreement, the prevailing party shall be entitled to recover from the other party court costs, reasonable attorneys' fees and related legal expenses incurred in connection with such suit.

35 Applicable Law. This Agreement is to be governed and construed under the laws of the State of Texas, Travis County and the laws of the United States applicable to transactions in Texas. All of the obligations contained in this Agreement are and shall be performable in the county where the Property is located.

36 Entire Agreement. This Agreement constitutes the entire agreement and understanding, and supersedes all prior agreements and understandings, if any, whether written or oral, between The City and Contractor concerning the subject matter hereof, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning the subject matter of this Agreement other than those expressly set forth herein. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon The City or Contractor unless in writing and signed by both parties to this Agreement.

37 Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and under no circumstances will they be considered in interpreting the provisions of this Agreement.

38 Singular and Plural; Gender. Where required for proper interpretation, words in the singular shall mean the plural, and vice versa; the masculine gender shall include the neuter and the feminine, and vice versa.

39 Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

40 Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

41 Construction. The parties hereto each acknowledge and agree that this Agreement shall be construed without presumption of any rule requiring construction to be made against the party causing same to be drafted.

42 Authority. Each person executing this Agreement, by their execution hereof, represents and warrants that they are fully authorized to do so, and that no further action or consent on the part of the party for whom they are acting is required to the effectiveness and enforceability of this Agreement against such party following such execution.

43 Waiver of Consequential Damages. Anything herein to the contrary notwithstanding, each of the parties hereto hereby waives all claims against the other for consequential damages.

SPA Skateparks Scope of Work to Include:

Design

- Design scope will be focused on the skatepark structure and immediate surrounding landscape
- Consultation & conceptual design development, including 1-2 public input meetings.
- Technical specifications & sealed construction for drawings by landscape architect, civil and structural engineer where applicable.
- Location of skatepark drainage system connection points outside skatepark footprint to be coordinated with City. It is assumed that a storm drainage tie-in, water supply, and electrical service, if required by the project, will be stubbed to within 20 feet of skatepark footprint by others.
- Skatepark size, terrain, features, arrangement and park amenities shall be determined as part of the design process.

Construction

- Construction to begin after written approval of plans and specifications and issuance of Notice to Proceed for construction by City.
- Construction Work. All labor and materials required for the grading/drainage, forming, placing and finishing of all proposed concrete skatepark features and flatwork. All labor and materials required for the fabrication and installation of all proposed steel work including structural steel, steel coping/edging, grind rails and other miscellaneous steel.
- Earthworks per suitable geotechnical report
- Project management. Foreman or other approved capable representative on site during construction.

SPA Skateparks Scope of Work Does Not Include / Provided by Others:

- City to provide geotechnical report, materials testing services, topographic and civil survey, third party inspections, site environmental assessments and any contamination remediation, contractor registration fees, City permits and fees
- Labor and materials required for landscaping and irrigation procedures (ie. trees, stone work, pathways, planting, sod, hydro-seed, trees etc.) lighting, fencing, park signage, shade structures and site amenities unless otherwise agreed to in writing by both parties.
- All work physically outside the footprint of the skatepark
- All aspects of Work not included in SPA Skateparks Scope of Work above, unless otherwise agreed to in writing by both parties

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement between City of Sherman, Texas and Transcend, Inc. d/b/a SPA Skateparks as of the day and year first above written.

**THE CITY:
CITY OF SHERMAN, TEXAS**

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

**THE CONTRACTOR
TRANSCEND, INC. D/B/A SPA SKATEPARKS**

By: _____

Name: Yann Curtis
Title: Corporate Secretary
Address: 1301 Orlando Road
Austin, Texas 78733
Phone: 512-203-5445
Fax: 512-236-5272

RESOLUTION NO. 6230

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE TIPS PURCHASING COOPERATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the TIPS Purchasing Cooperative for the purchase of roofing services for repairs needed on multiple City facilities, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the 5th day of June, 2017.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: David Plyer
DAVID PLYER, MAYOR

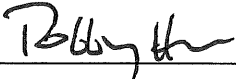
**APPROVED AS TO FORM
AND CONTENT:**

BY: Brandon S. Shelby
**BRANDON S. SHELBY,
CITY ATTORNEY**

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

City of Sherman
Entity Name

By: 
Authorized Signature

Title: Robby Hefton – City Manager

June 7, 2017
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: _____
Authorized Signature

Title: Executive Director Region VIII ESC

Date

Public Entity Contact Information

Craig Long
Primary Purchasing Person Name

405 N. Rusk
Street Address

Sherman, Texas 75091
City, State Zip

903-892-7215
Telephone Number

903-891-0255
Fax Number

craigl@ci.sherman.tx.us
Primary Person Email Address

Tammy Davis
Secondary Person Name

tammyd@ci.sherman.tx.us
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Sherman

TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.3.

Meeting Date: 01/15/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6324**

Authorizing Execution of a Drainage Agreement with Cross Development ER Sherman, LLC.

Issue:

This agreement would allow the Developer to discharge storm water runoff from the proposed development area.

Background:

The purpose of this agreement is to set forth the terms and conditions upon which the Developer may discharge drainage from Lot 2, Block 2 of Independence Square Addition, Section Three. The Developer will pay a drainage fee for the City to construct future regional facilities in the area.

Origination:

Cross Development ER Sherman, LLC (Developer)

Financial Consideration:

The fees received by the City will total \$25,651.44.

Staff Recommendation:

Staff recommends approval of the Drainage Agreement.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6324

Drainage Agreement

Plat

Location Map

RESOLUTION NO. 6324

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DRAINAGE AGREEMENT WITH CROSS DEVELOPMENT ER SHERMAN, LLC; 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 and content by the City Attorney, to execute a Drainage Agreement with Cross Development ER Sherman, LLC, in accordance with all contract documents to be attached hereto and incorporated herein 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 _____, 2018.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

DRAINAGE AGREEMENT

This Drainage Agreement (this "Agreement") is entered into on this _____ day of _____, 20____ by and between the CITY OF SHERMAN, 200 W. Mulberry Street, Sherman, Texas 75090 (the "City") and Cross Development ER Sherman LLC, 4336 Marsh Ridge Lane, Carrollton, TX 75010 (the "Developer").

NOW THEREFORE, in consideration of the premises, the Developer and the City do enter into the following Agreement:

A. The purpose of this Agreement is to set forth the terms and conditions upon which the Developer may discharge drainage from Lot 2, Block 2 of Independence Square Addition, Section 3.

B. The Developer's preliminary plat for Lot 2, Block 2 of Independence Square Addition, Section 3 with one (1) lot has been submitted to the City and is attached to this Agreement as Exhibit A. The maximum number of lots to be included in this Agreement is one (1).

C. Developer will be permitted to discharge storm water runoff, including any increases in storm water runoff due to development, given that the Developer pay the City a total of \$25,651.44 in drainage fees (the "Fees"), payable at the rate of \$25,651.44 upon approval. The Fees will be paid upon completion of construction.

D. City will construct all segments and portions of the drainage facilities, as deemed necessary by the City. The City, at its discretion, shall also select all companies to bid on the construction of the drainage facilities, determine which bids qualify and select the lowest, qualified bid.

E. No Public Facilities will be made available by the City to any lot within the development, or as agreed upon in writing by both the Developer and the City.

F. INDEMNIFICATION AND HOLD HARMLESS. DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPER'S EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. THIS INDEMNITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND DOES NOT WAIVE ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

G. The requirements of this Agreement shall be binding on the Developer, its successors and assigns, and the Developer agrees to notify the purchaser of any undeveloped portion of the development that will be affected by the requirements of this Agreement before any conveyance is made.

IN WITNESS WHEREOF parties have caused this Agreement to be executed in multiple originals
this ____ day of _____, 20____.

DEVELOPER:

Cross Development ER Sherman, LLC, a Texas limited liability company

By: 
Deno Maggi, President

ATTEST:
By: 
Name: Mike McCloud
Title: Project Manager

CITY:

CITY OF SHERMAN

By: _____

Name: Robby Hefton

Title: City Manager

ATTEST:

By: _____

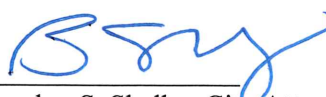
Name: Linda Ashby

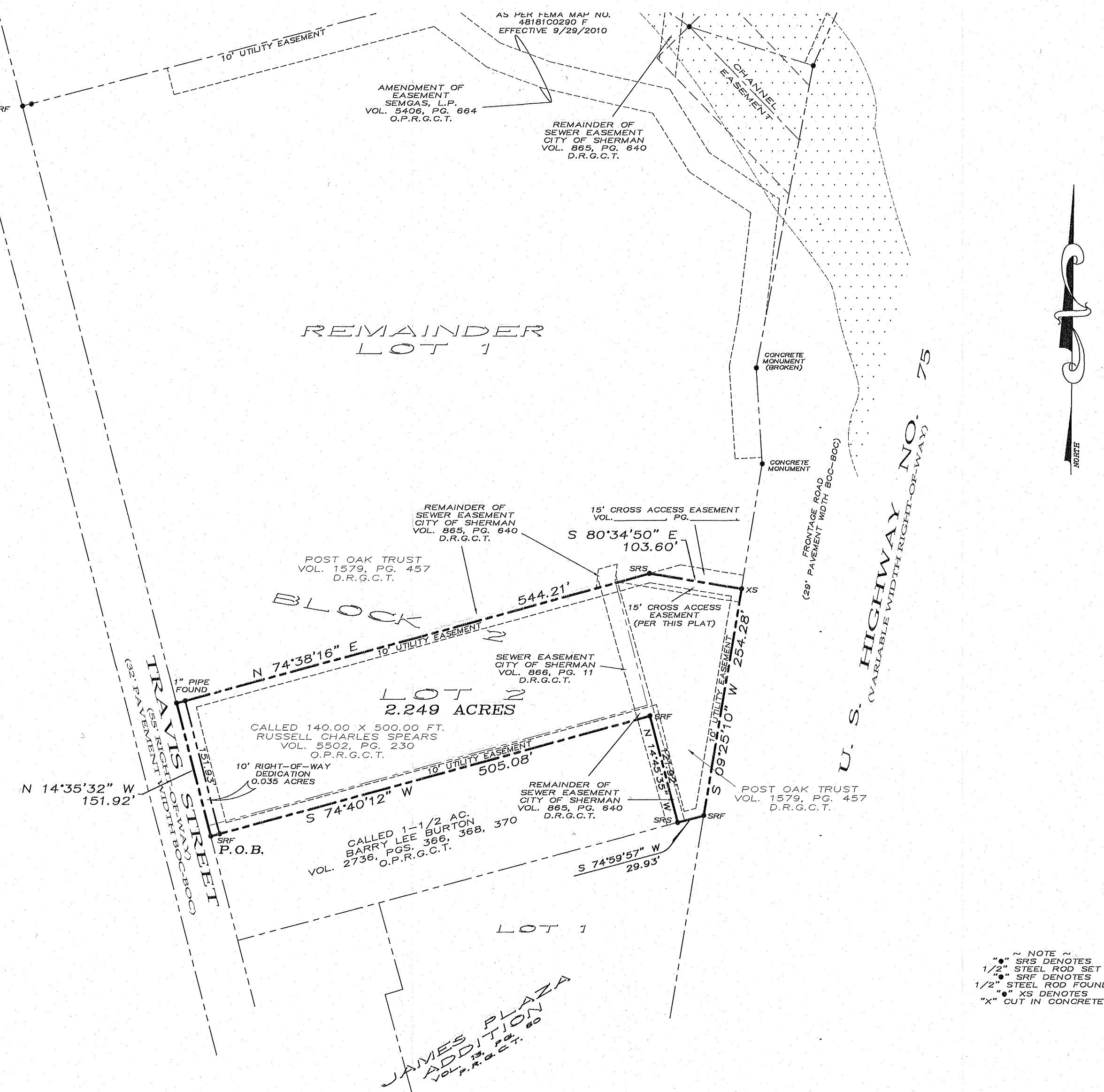
Title: City Clerk

APPROVAL RECOMMENDED:


Clint Philpott, P.E./Director of Engineering

APPROVED AS TO FORM:


Brandon S. Shelby, City Attorney



NOTE
 * SRS DENOTES
 1/2\"/>

GRAPHIC SCALE



(IN FEET)
 1 inch = 100 ft.

AMENDED PLAT
 LOT 2, BLOCK 2
 INDEPENDENCE SQUARE ADDITION
 SECTION THREE

BEING REPLAT OF PART OF LOT 1, BLOCK 2
 AND A 1.624 ACRES TRACT
 BEING A TOTAL OF 2.284 ACRES IN THE
 J.B. McANAIR SURVEY, ABSTRACT NO. 763
 AN ADDITION TO THE CITY OF SHERMAN
 GRAYSON COUNTY, TEXAS

12-16-16

10638
 FILED FOR RECORD
 at 9:52 a'clock 2017
 Recorded in Vol. 24 Page 151
 PLAT
 WILMA BLACKSHEAR BUSH
 County Clerk Grayson Co., Texas
 By Regina Carter
 Deputy

OWNERS/DEVELOPER
 POST OAK TRUST
 RUSSELL SPEARS
 727 WESTWOOD
 SHERMAN, TEXAS 75090

SURVEYOR
 DOUGLAS W. UNDERWOOD
 R.P.L.S. NO. 4709
 3404 INTERURBAN ROAD
 DENISON, TEXAS

UNDERWOOD
 DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SHEET 1 OF 2

20736

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the J. B. McAnair Survey, Abstract No. 763, and being a part of Lot 1, Block 2 of Independence Square Addition, Section Three an addition to the City of Sherman, Texas and being a tract of land conveyed to Russell Charles Spears by deed of record in Volume 5502, Page 230, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found in the west line of Travis Street for the southwest corner of said Lot 1 and being the northwest corner of a 1-1/2 acre tract of land conveyed to Barry Lee Burton by deed of record in Volume 2736, Pages 366, 368, 370, Official Public Records, Grayson County, Texas;

Thence North 14°35'32" West, along the east line of said Travis Street, a distance of 151.92 feet to a 1" pipe found maintaining the northwest corner of said Spears Tract;

Thence North 74°38'16" East, along a south line of said Lot 1 and north line of said Spears Tract passing the northeast corner of said Spears Tract and continuing over and across said Lot 1 for a total distance of 544.21 feet to a 1/2" steel rod set;

Thence South 80°34'50" East, continuing over and across said Lot 1, a distance of 103.60 feet to a set "X" cut in concrete in the West right-of-way line of U.S. Highway No. 75;

Thence South 09°25'10" West, along said west right-of-way line, a distance of 254.28 feet to a 1/2" steel rod found for the northeast corner of Lot 1 of James Plaza Addition, an addition to the City of Sherman as shown by plat of record in Volume 13, Page 60, Plat Records, Grayson County, Texas;

Thence South 74°59'57" West, along the north line of said James Plaza Addition, a distance of 29.93 feet to a 1/2" steel rod set for the southeast corner of said Burton Tract;

Thence North 14°45'35" West, along the east line of said Burton Tract, a distance of 121.92 feet to a 1/2" steel rod found for the northeast corner of said Burton Tract;

Thence South 74°40'12" West, along the north line of said Burton Tract, a distance of 505.08 feet to the Point-of-Beginning and containing 2.284 acres of land.

~ NOTE ~

The dedicated ROW as shown on the Plat is separate from Lot 2, Block 2. But the legal description as shown above is inclusive of the dedicated ROW.

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

DW.U.
 Douglas W. Underwood
 Registered Professional
 Land Surveyor, No. 4709

05/15/17
 Date



~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical Service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property lies within the limits of an area defined as Zone "X" determined to be outside flood hazard areas, according to the Federal Emergency Management Agency Flood Insurance Rate Map for Grayson County, Texas and Incorporated areas, Map No. 481802290 F, revised 9/29/2010.
12. The purpose of this plat is to correct scrivener's errors.

AMENDED PLAT
 LOT 2, BLOCK 2
 INDEPENDENCE SQUARE ADDITION
 SECTION THREE

BEING REPLAT OF PART OF LOT 1, BLOCK 2
 AND A 1.624 ACRES TRACT
 BEING A TOTAL OF 2.284 ACRES IN THE
 J.B. McANAIR SURVEY, ABSTRACT NO. 763
 AN ADDITION TO THE CITY OF SHERMAN
 GRAYSON COUNTY, TEXAS

12-16-16

10638
 FILED FOR RECORD
 at 9:52 a'clock 2017
 Recorded in Vol. 24 Page 152
 PLAT
 WILMA BLACKSHEAR BUSH
 County Clerk Grayson Co., Texas
 By Regina Carter
 Deputy

OWNERS/DEVELOPER
 POST OAK TRUST
 RUSSELL SPEARS
 727 WESTWOOD
 SHERMAN, TEXAS 75090

SURVEYOR
 DOUGLAS W. UNDERWOOD
 R.P.L.S. NO. 4709
 3404 INTERURBAN ROAD
 DENISON, TEXAS

UNDERWOOD
 DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SHEET 2 OF 2

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT WE, POST OAK TRUST, RUSSELL CHARLES SPEARS Trustee, and RUSSELL CHARLES SPEARS individually, do hereby adopt this plat designating the hereinabove property as LOT 2, BLOCK 2, INDEPENDENCE SQUARE ADDITION, SECTION THREE, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this 15 day of May, 2017.

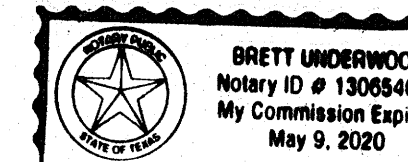
Russell Spears
 RUSSELL CHARLES SPEARS, INDIVIDUALLY,
 & AS TRUSTEE OF POST OAK TRUST

STATE OF TEXAS
 COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared RUSSELL CHARLES SPEARS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of MAY, 2017.

Brett Underwood
 Notary Public in and for
 the State of Texas
 Commission Expires: May 9 2020



Approved this 17th day of January, 2017, by the
 City Council of the City of Sherman, Texas

City Clerk
 Mayor, City of Sherman, Texas

Accepted by the City Council of the City of Sherman

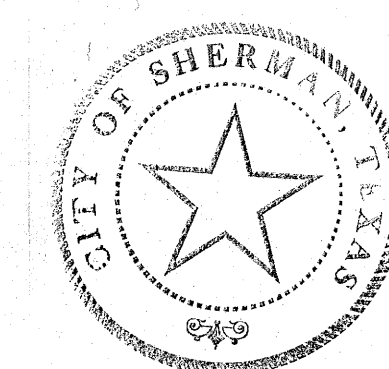
City Clerk
 Mayor, City of Sherman, Texas

05/15/2017
 Date

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, LOT 2, BLOCK 2, INDEPENDENCE SQUARE ADDITION, SECTION THREE, an addition to the City of Sherman, Texas, was submitted to the City Council on the 15th day of January, 2017, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this 15th day of May, 2017.

Lucy Ashby
 Clerk, City of Sherman, Texas



E-9-291

Lot 2, Block 2, Independence Square Addn, Section 3 - Sherman ER West



1 inch = 200 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.4.

Meeting Date: 01/15/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6325**

Authorizing Execution of a Drainage Agreement with Steve Palmer

Issue:

This agreement would allow the Developer to discharge storm water runoff from the proposed development area.

Background:

The purpose of this agreement is to set forth the terms and conditions upon which the Developer may discharge drainage from Lot One (1) of the Replat of Lot Two (2), Block One (1) of Skyline Business Park Addition. The Developer will pay a drainage fee for the City to construct future regional facilities in the area.

Origination:

Steve Palmer (Developer)

Financial Consideration:

The fees received by the City will total \$7,075.00.

Staff Recommendation:

Staff recommends approval of the Drainage Agreement.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6325

Drainage Agreement

Plat

Location Map

RESOLUTION NO. 6325

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DRAINAGE AGREEMENT WITH STEVE PALMER; 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 and content by the City Attorney, to execute a Drainage Agreement with Steve Palmer, in accordance with all contract documents to be attached hereto and incorporated herein 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 _____, 2018.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

DRAINAGE AGREEMENT

This Drainage Agreement (this "Agreement") is entered into on this ____ day of January, 2018 by and between the CITY OF SHERMAN, 200 W. Mulberry Street, Sherman, Texas 75090 (the "City") and STEVE PALMER, 430 Churchill Lane, Pottsboro, TX 75076 (the "Developer").

NOW THEREFORE, in consideration of the premises, the Developer and the City do enter into the following Agreement:

A. The purpose of this Agreement is to set forth the terms and conditions upon which the Developer may discharge drainage from Skyline Retail Center in Lot One (1) of the Replat of Lot Two (2), Block One (1) of Skyline Business Park Addition.

B. The Developer's final plat for the Replat of Lot Two (2), Block One (1) of Skyline Business Park Addition with Two (2) lots has been submitted to the City and is attached to this Agreement as Exhibit A. The maximum number of lots to be included in this Agreement is One (1).

C. Developer will be permitted to discharge storm water runoff, including any increases in storm water runoff due to development, given that the Developer pay the City a total of \$7,075.00 in drainage fees (the "Fees"), payable at the rate of \$7,075.00 upon approval. The Fees will be paid upon completion of construction.

D. City will construct all segments and portions of the drainage facilities, as deemed necessary by the City. The City, at its discretion, shall also select all companies to bid on the construction of the drainage facilities, determine which bids qualify and select the lowest, qualified bid.

E. No Public Facilities will be made available by the City to any lot within the development, or as agreed upon in writing by both the Developer and the City.

F. INDEMNIFICATION AND HOLD HARMLESS. DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPER'S EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. THIS INDEMNITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND DOES NOT WAIVE ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

G. The requirements of this Agreement shall be binding on the Developer, its successors and assigns, and the Developer agrees to notify the purchaser of any undeveloped portion of the development that will be affected by the requirements of this Agreement before any conveyance is made.

IN WITNESS WHEREOF parties have caused this Agreement to be executed in multiple originals
this ____ day of _____, 2018.

DEVELOPER:

STEVE PALMER

By: _____
Steve Palmer

ATTEST:

By: _____

Name: _____

Title: _____

CITY:

CITY OF SHERMAN

By: _____

Name: Robby Hefton

Title: City Manager

ATTEST:

By: _____

Name: Linda Ashby

Title: City Clerk

APPROVAL RECOMMENDED:

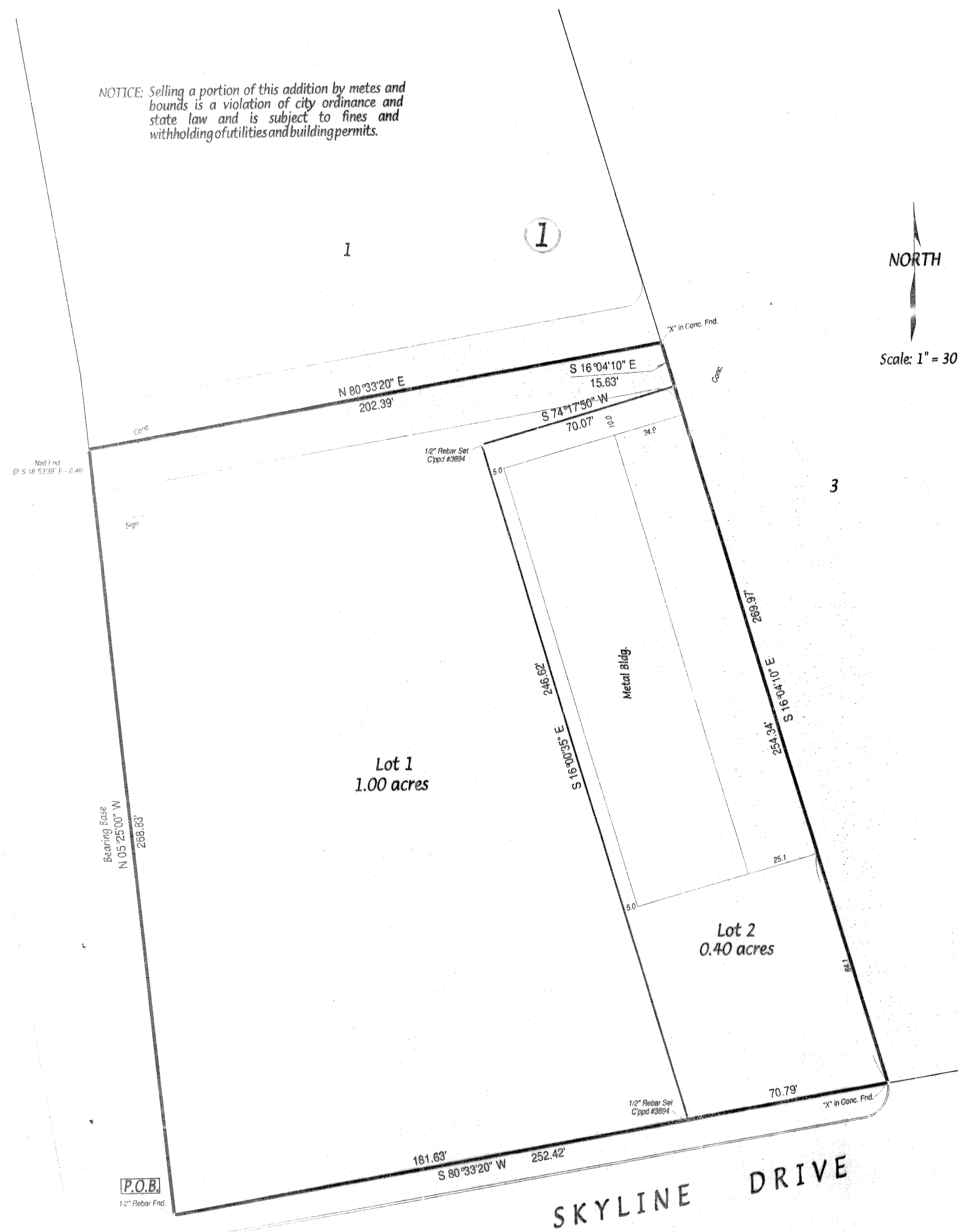
Clint Philpott, P.E./Director of Engineering

APPROVED AS TO FORM:

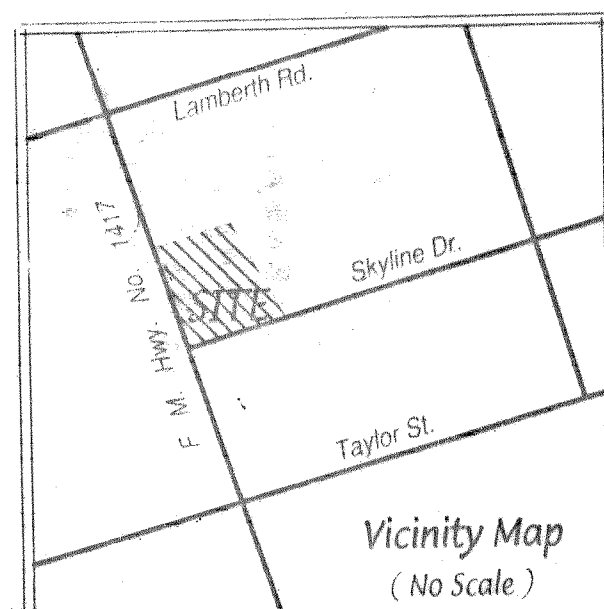
Brandon S. Shelby, City Attorney

NOTICE: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.

F. M. HIGHWAY NO. 1417



REPLAT OF
LOT TWO(2), BLOCK ONE(1)
of
SKYLINE BUSINESS PARK ADDITION
(Volume 7, Page 81)
SHERMAN, TEXAS



23398
FILED FOR RECORD
at 4:40 P.M. on 12-9-20
Recorded in Vol. 21 Page 36
WILMA BLACKSHEAR BUSH
County Clerk, Grayson Co., Texas
By: Janna Carjfel Deputy

Owner & Developer
Walris Investments, Inc.
Frank Harris, Jr.
1718 Oak Creek Dr.
Sherman, Texas 75092

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
109 S. Travis, P.O. Box 1843 Sherman, Texas 75091-1843
Ph: (903) 892-8003 Fax: (903) 868-2970
E-Mail: msartin@gccisp.com

SHEET 1 OF 2
2005-SKY.pcs

SITUATED in the County of Grayson, State of Texas, being a part of the J. B. McANAIR SURVEY, Abstract No. 763, being all of Lot TWO (2) in Block ONE (1) of SKYLINE BUSINESS PARK ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 7, Page 81, Plat Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found 1/2 inch rebar maintaining the Southwest corner of said Lot Two, at the intersection of the North line of Skyline Drive with the East right-of-way line of F.M. Highway No. 1417, also known as Heritage Parkway;

THENCE North 05 deg. 25 min. 00 sec. West, with the East right-of-way line of said F.M. Highway No. 1417, a distance of 268.83 feet to the Southwest corner of Lot One in said Block One of Skyline Business Park Addition, from which a found nail in a concrete drive bears South 18 deg. 53 min. 39 sec. East, a distance of 0.46 feet;

THENCE North 80 deg. 33 min. 20 sec. East, with the South line of said Lot One and with the center of said concrete drive, a distance of 202.39 feet to a found chisled "X" in concrete maintaining the Southeast corner of said Lot One, on the West line of Lot Three in said Block One of Skyline Business Park Addition;

THENCE South 16 deg. 04 min. 10 sec. East, with the West line of said Lot Three, a distance of 269.97 feet to a found chisled "X" in concrete maintaining the Southwest corner of said Lot Three, on the North line of said Skyline Drive;

THENCE South 80 deg. 33 min. 20 sec. West, with the North line of said Skyline Drive, a distance of 252.42 feet to the PLACE OF BEGINNING and containing 1.40 ACRES OF LAND more or less.....

I, Marshall Sartin, Registered Professional Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground, and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the subdivision regulations of the City of Sherman, Texas

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



That, Walris Investments, Inc., by Frank Harris, Jr., owners and developers of the REPLAT of LOT TWO, BLOCK ONE, of SKYLINE BUSINESS PARK ADDITION, to the City of Sherman, Texas, do hereby dedicate the streets and easements shown hereon to the public use forever.

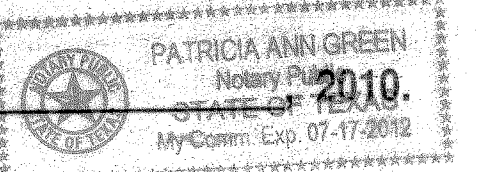
Walris Investments, Inc.
By: Frank Harris, Jr.

THE STATE OF TEXAS:
COUNTY OF GRAYSON:

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Frank Harris, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 16 day of December

Patricia Ann Green
NOTARY PUBLIC, State of Texas



Approved this 16th day of November, 2010 by the City Planning and Zoning Commission of the City of Sherman, Texas.

Zanna M. Davis
CHAIRMAN
Scott Shadden
SECRETARY

Accepted by the City Council of the City of Sherman, Texas on this 16th day of December, 2010

Willie Ma
MAYOR, City of Sherman

The undersigned, the City Clerk of the City of Sherman, Texas, hereby certifies that the foregoing final plat of REPLAT of LOT TWO, BLOCK ONE, of SKYLINE BUSINESS PARK ADDITION to the City of Sherman, was submitted to the City Council on the 16th day of December 2010 and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein subscribed.

Witness my hand this 8th day of December, 2010

Linda Ashby
CITY CLERK, City of Sherman, Texas



SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
109 S. Travis, P.O. Box 1843 Sherman, Texas 75091-1843
Ph: (903) 892-8003 Fax: (903) 868-2970
E-Mail: msartin@gccisp.com

23398
FILED FOR RECORD
at 4:40 P.M. on 12-9-20
Recorded in Vol. 21 Page 36
WILMA BLACKSHEAR BUSH
County Clerk, Grayson Co., Texas
By: Janna Carjfel Deputy

2005-SKY.pcs

E-1-162

Skyline Retail Center



1 inch = 200 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.5.

Meeting Date: 01/15/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6326**

Authorizing Execution of a Drainage Agreement with One Ganesha, Ltd.

Issue:

This agreement would allow the Developer to discharge storm water runoff from the proposed development area.

Background:

The purpose of this agreement is to set forth the terms and conditions upon which the Developer may discharge drainage from the Dr. Swamy Addition. The Developer will pay a drainage fee for the City to construct future regional facilities in the area.

Origination:

One Ganesha, Ltd. (Developer)

Financial Consideration:

The fees received by the City will total \$24,700.00.

Staff Recommendation:

Staff recommends approval of the Drainage Agreement.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6326

Drainage Agreement

Dr. Swamy Addition Plat

Location Map

RESOLUTION NO. 6326

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DRAINAGE AGREEMENT WITH ONE GANESHA, LTD.; 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 and content by the City Attorney, to execute a Drainage Agreement with One Ganesha, Ltd., in accordance with all contract documents to be attached hereto and incorporated herein 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 _____, 2018.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

DRAINAGE AGREEMENT

This Drainage Agreement (this "Agreement") is entered into on this ____ day of _____, 2018 by and between the CITY OF SHERMAN, 200 W. Mulberry Street, Sherman, Texas 75090 (the "City") and ONE GANESHA, LTD., 1111 Sara Swamy Drive, Sherman, TX 75090 (the "Developer").

NOW THEREFORE, in consideration of the premises, the Developer and the City do enter into the following Agreement:

A. The purpose of this Agreement is to set forth the terms and conditions upon which the Developer may discharge drainage from Sherman Corners, Phase I, in the Dr. Swamy Addition.

B. The Developer's final plat for Dr. Swamy Addition with seven (7) lots has been submitted to the City and is attached to this Agreement as Exhibit A. The maximum number of lots to be included in this Agreement is seven (7).

C. Developer will be permitted to discharge storm water runoff, including any increases in storm water runoff due to development, given that the Developer pay the City a total of \$24,700.00 in drainage fees (the "Fees"), payable at the rate of \$24,700.00 upon approval. The Fees will be paid upon completion of construction. In the event Phase II is constructed and a detention facility is constructed within said Phase II that has the ability to detain the additional runoff from both Phase I and Phase II, then and only then, will a portion of the above Fee of \$24,700.00 be returned to the developer in this agreement. The amount of reimbursement will be calculated per the specifications of said Phase II detention facility.

D. City will construct all segments and portions of the drainage facilities, as deemed necessary by the City. The City, at its discretion, shall also select all companies to bid on the construction of the drainage facilities, determine which bids qualify and select the lowest, qualified bid.

E. No Public Facilities will be made available by the City to any lot within the development, or as agreed upon in writing by both the Developer and the City.

F. INDEMNIFICATION AND HOLD HARMLESS. DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPER'S EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. THIS INDEMNITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND DOES NOT WAIVE ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

G. The requirements of this Agreement shall be binding on the Developer, its successors and assigns, and the Developer agrees to notify the purchaser of any undeveloped portion of the development that will be affected by the requirements of this Agreement before any conveyance is made.

IN WITNESS WHEREOF parties have caused this Agreement to be executed in multiple originals this ____ day of _____, 2018.

DEVELOPER:

ONE GANESHA, LTD.

By: _____
P.T. Swamy, President of Gayatri Property, LLC, General Partner

ATTEST:

By: _____

Name: _____

Title: _____

CITY:

CITY OF SHERMAN

By: _____

Name: Robby Hefton

Title: City Manager

ATTEST:

By: _____

Name: Linda Ashby

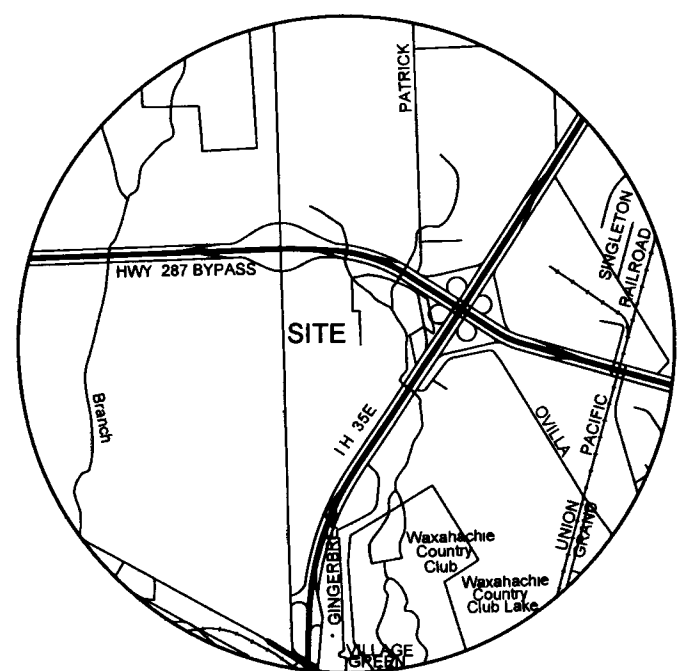
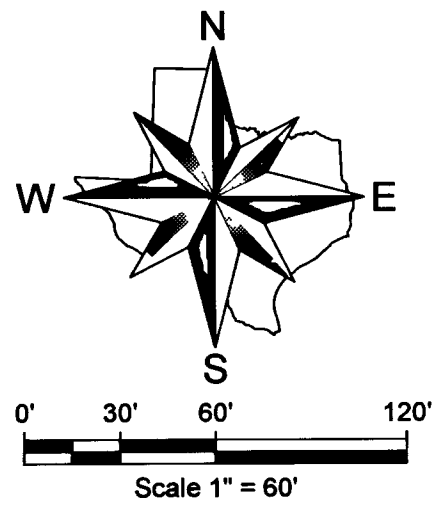
Title: City Clerk

APPROVAL RECOMMENDED:

Clint Philpott, P.E./Director of Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



VICINITY MAP
NOT TO SCALE

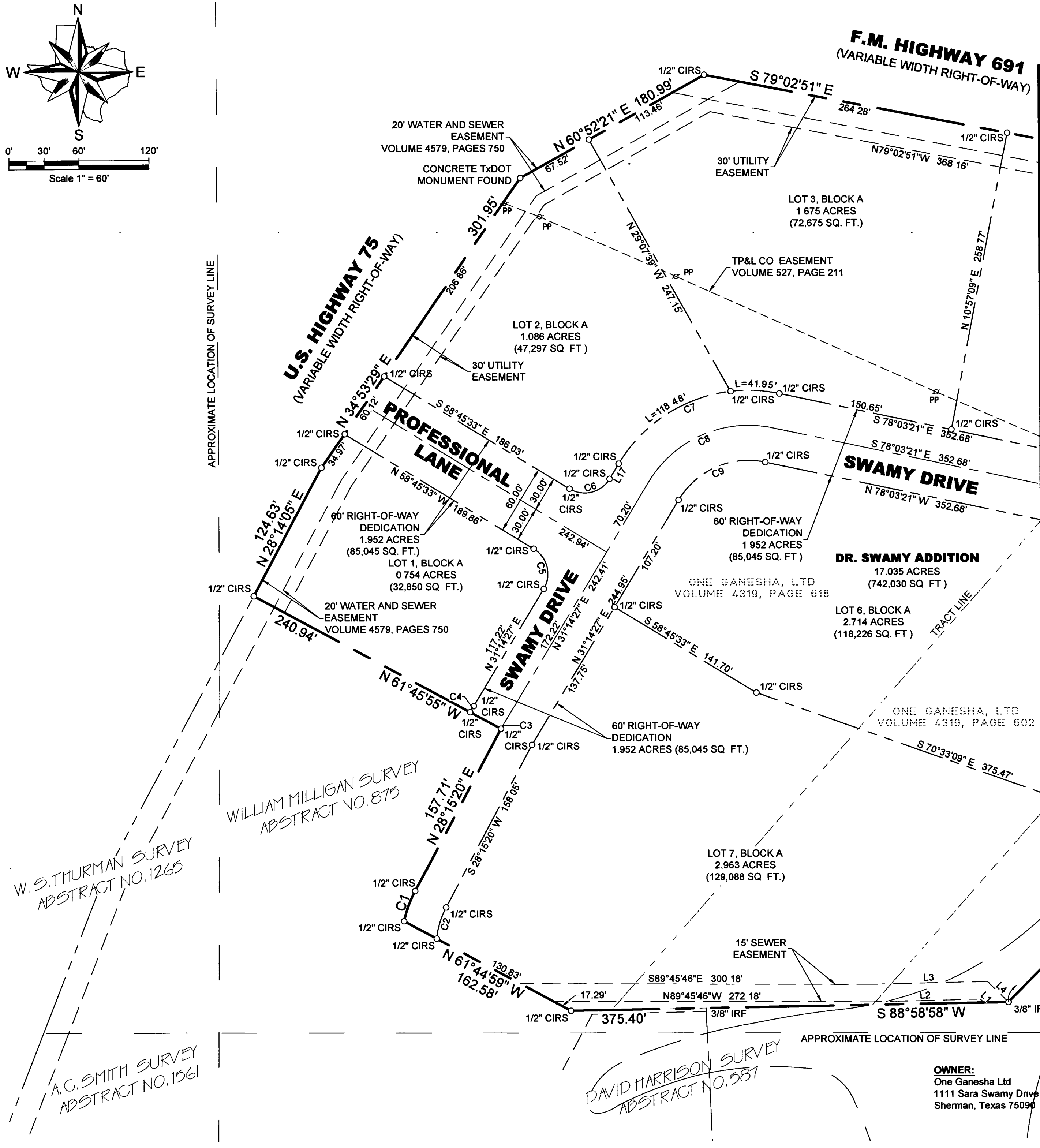
- GENERAL NOTES:**
1. Water Supply to be provided by City of Sherman.
 2. Sewer service to be provided by City of Sherman.
 3. Electrical service is provided by Oncor Electrical Delivery Company.
 4. **FLOOD NOTE:** According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48181C 0280 F, dated September 29, 2010, this property is within Flood Zones AE and X.

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS & SURVEYORS
8750 HILLCREST PLAZA DRIVE, SUITE 325
DALLAS, TEXAS 75230
(972) 480-7090
FAX (972) 480-7098
www.winkelmann.com
Texas Surveyor No. 008600 Expires 03/31/2017
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FINAL PLAT
DR. SWAMY ADDITION
LOT 1-7, BLOCK A

Date : 11/29/16
Scale : 1" = 60'
File : 56006-FPLT
Project No. : 56006

SHEET
69



MATCHLINE ~ SEE SHEET 2

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 11/16/2017 10:24:04 AM
In the PLAT Records
DR. SWAMY ADDITION FINAL PLAT
Doc Number: 2017-3277
Number of Pages: 3
Amount: 48.00
Order#: 20171116000043
By: JM



FINAL PLAT
DR. SWAMY ADDITION
LOTS 1-7, BLOCK A

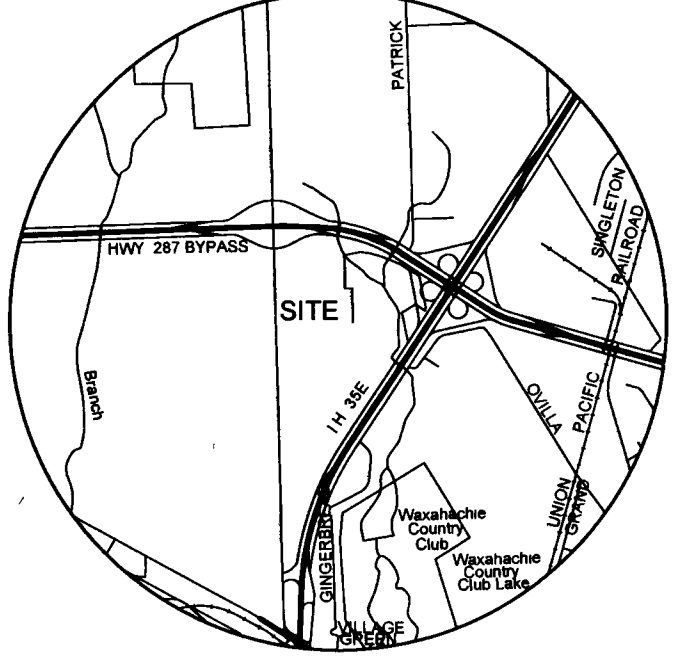
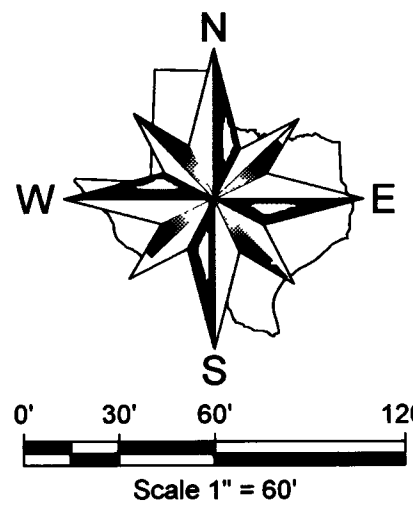
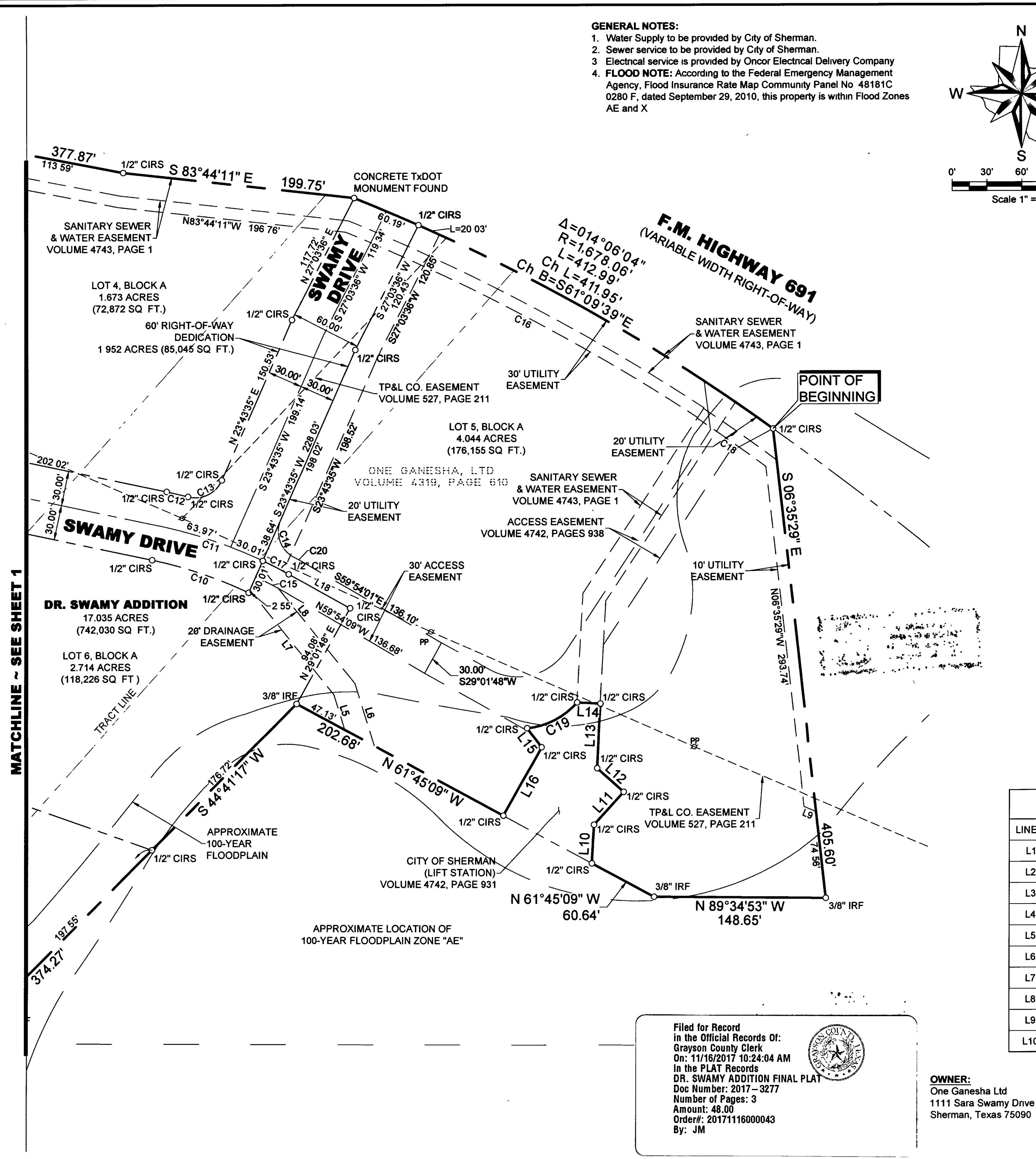
AN ADDITION TO THE CITY OF SHERMAN, TEXAS,
BEING 17.035 OUT OF THE WILLIAM MILLIGAN
SURVEY, ABSTRACT NO. 875 AND THE DAVID
HARRISON SURVEY, ABSTRACT NO. 587
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

SURVEYOR:
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive
Suite 325
Dallas, Texas 75230
ph# 214-490-7090
l.lueker@winkelmann.com

OWNER:
One Ganeshia Ltd
1111 Sara Swamy Drive
Sherman, Texas 75099

DAVID HARRISON SURVEY
ABSTRACT NO. 587

A.C. SMITH SURVEY
ABSTRACT NO. 1561



VICINITY MAP
NOT TO SCALE

- GENERAL NOTES:**
1. Water Supply to be provided by City of Sherman.
 2. Sewer service to be provided by City of Sherman.
 3. Electrical service is provided by Oncor Electrical Delivery Company.
 4. **FLOOD NOTE:** According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48181C 0280 F, dated September 29, 2010, this property is within Flood Zones AE and X.

CURVE TABLE					
NO	DELTA	RADIUS	LENGTH	CH L	CH B
C1	15°49'34"	100.00'	27.62'	27.53'	N20°19'26"E
C2	22°58'37"	70.00'	28.07'	27.88'	S16°47'22"W
C3	1°34'20"	163.98'	4.50'	4.50'	S30°27'17"W
C4	1°47'39"	193.98'	6.07'	6.07'	S30°20'37"W
C5	90°00'00"	25.00'	39.27'	35.36'	N13°45'33"W
C6	90°00'00"	25.00'	39.27'	35.36'	N76°14'27"E
C7	70°42'12"	130.00'	160.42'	150.43'	S66°35'33"W
C8	70°42'12"	100.00'	123.40'	115.72'	S66°35'33"W
C9	70°42'12"	70.00'	86.38'	81.00'	S66°35'33"W
C10	13°35'52"	370.00'	87.81'	87.60'	N71°15'26"W
C11	13°27'41"	400.00'	93.98'	93.76'	N71°19'31"W
C12	2°30'52"	430.00'	18.87'	18.87'	N76°47'56"W
C13	80°43'55"	25.00'	35.23'	32.38'	N64°05'33"E
C14	85°12'46"	25.00'	37.18'	33.85'	S18°52'48"E
C15	4°37'35"	385.00'	31.09'	31.08'	N62°12'57"W
C16	10°50'52"	1,813.31'	343.31'	342.80'	N62°13'07"W
C17	3°37'28"	400.00'	25.30'	25.30'	N62°46'58"W
C18	2°31'14"	1,648.06'	72.50'	72.49'	N54°53'06"W
C19	43°38'33"	65.00'	49.47'	48.29'	N62°40'16"E
C20	1°35'09"	415.00'	11.49'	11.49'	N60°41'36"W

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N45°30'18"W	4.14'
L2	S88°42'28"W	94.45'
L3	N88°42'28"E	100.58'
L4	S45°30'18"E	25.20'
L5	N17°24'26"W	31.65'
L6	S17°24'26"E	55.91'
L7	N38°52'47"W	115.61'
L8	S38°52'47"E	129.76'
L9	N66°56'26"W	11.51'
L10	N02°54'51"E	33.33'

LINE TABLE		
LINE #	BEARING	DISTANCE
L11	N41°52'03"E	37.75'
L12	N48°07'57"W	30.52'
L13	N02°54'51"E	55.46'
L14	N87°05'09"W	20.00'
L15	S37°42'45"E	20.54'
L16	S29°18'57"W	67.38'
L17	N31°14'27"E	15.20'
L18	S60°58'12"E	60.19'

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DR. SWAMY ADDITION FINAL PLAT
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OWNER:
One Ganeshia Ltd
1111 Sara Swamy Drive
Sherman, Texas 75099

SURVEYOR:
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive
Suite 325
Dallas, Texas 75230
ph# 214-490-7090
l.lueker@winkelmann.com

FINAL PLAT
DR. SWAMY ADDITION
LOTS 1-7, BLOCK A

AN ADDITION TO THE CITY OF SHERMAN, TEXAS,
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SURVEY, ABSTRACT NO. 875 AND THE DAVID
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FINAL PLAT
DR. SWAMY ADDITION
LOT 1-7, BLOCK A

Date : 11/29/16
Scale : 1" = 60'
File : 56006-FPLT
Project No. : 56006

SHEET
69

OWNERS CERTIFICATE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, I, Dr. P. T. Swamy, am the sole owner of all that certain tract of land situated in the WILLIAM MILLIGAN SURVEY, ABSTRACT No. 875 and the DAVID HARRISON SURVEY, ABSTRACT No. 587, in the City of Sherman, Grayson County, Texas, and being a portion of a tract of land described in deed to One Ganesha, LTD., as recorded in Volume 4319, Page 618, Official Public Records, Grayson County, Texas, and being all of a tract of land described in deed to One Ganesha, LTD., as recorded in Volume 4319, Page 602, Official Public Records, Grayson County, Texas, and being all of a tract of land conveyed to One Ganesha, LTD., as recorded in Volume 4319, Page 610, Official Public Records, Grayson County, Texas, and being more particularly described as follows

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "WAI" set for corner on the Southerly right-of-way of F. M. Highway 691, a variable width right-of-way, said point being the Northeast corner of said One Ganesha (Volume 4319, Page 610),

THENCE South 06 deg 35 min 29 sec East, departing the Southerly right-of-way of said F. M. Highway 691, along the Easterly line of said One Ganesha tract (Volume 4319, Page 610), a distance of 405.60 feet to a 3/8-inch iron rod found for corner,

THENCE North 89 deg 34 min 53 sec West, along a Southerly line of said One Ganesha tract (Volume 4319, Page 610), a distance of 148.65 feet to a 3/8-inch iron rod found for corner,

THENCE North 61 deg 45 min 09 sec West, a distance of 60.64 feet to a 3/8-inch iron rod found for the Southeast corner of a tract of land described in deed to the City of Sherman as recorded in Volume 4742, Page 931, Official Public Records, Grayson County, Texas;

THENCE around said City of Sherman tract, the following courses and distances

North 02 deg 47 min 20 sec East, a distance of 33.33 feet to a 1/2-inch iron rod with a red plastic cap stamped "WAI" set for corner,

North 41 deg 52 min 03 sec East, a distance of 37.75 feet to a 1/2-inch iron rod with a red plastic cap stamped "WAI" set for corner,

North 48 deg 07 min 57 sec West, a distance of 30.52 feet to a 1/2-inch iron rod with a red plastic cap stamped "WAI" set for corner,

North 02 deg 54 min 51 sec East, a distance of 55.46 feet to a 1/2-inch iron rod with a red plastic cap stamped "WAI" set for corner,

North 87 deg 05 min 09 sec West, a distance of 20.00 feet to a 1/2-inch iron rod with a red plastic cap stamped "WAI" set for corner, said point being the beginning of a non-tangent curve to the right having a radius of 65.00 feet, a central angle of 043 deg 36 min 33 sec, a chord bearing of South 62 deg 40 min 16 sec West, and a chord length of 48.29 feet,

Along said non-tangent curve to the right, an arc distance of 49.47 feet to a 1/2-inch iron rod with a red plastic cap stamped "WAI" set for corner;

South 37 deg 42 min 45 sec East, a distance of 20.54 feet to a 1/2-inch iron rod with a red plastic cap stamped "WAI" set for corner,

South 29 deg 18 min 57 sec West, a distance of 67.38 feet to a 1/2-inch iron rod with a red plastic cap stamped "WAI" set for the Southwest corner of said City of Sherman tract,

THENCE North 61 deg 45 min 09 sec West, a distance of 202.68 feet to a 3/8-inch iron rod found for corner,

THENCE South 44 deg 41 min 17 sec West, a distance of 374.27 feet to a 3/8-inch iron rod found for corner,

THENCE South 88 deg 58 min 58 sec West, along the Southerly line of said One Ganesha tracts (Volume 4319, Pages 602 and 610), a distance of 375.40 feet to a 1/2-inch iron rod with a plastic cap stamped "WAI" set for corner,

THENCE over and across said One Ganesha tract (Volume 4319, Page 618), the following courses and distances

North 61 deg 44 min 59 sec West, a distance of 162.58 feet to a 1/2-inch iron rod with a plastic cap stamped "WAI" set for the beginning of a curve to the right having a radius of 100.00 feet, a central angle of 15 deg 49 min 34 sec, a chord bearing of N 20 deg 19 min 26 sec East, and, a chord length of 27.53 feet,

Along said curve to the right, an arc distance of 27.62 feet,

North 28 deg 15 min 20 sec East, a distance of 157.71 feet to a 1/2-inch iron rod with a plastic cap stamped "WAI" set for corner,

North 61 deg 45 min 55 sec West, a distance of 240.94 feet to a 1/2-inch iron rod with a plastic cap stamped "WAI" set for corner in the Southeastly right-of-way of U. S. Highway 75, a variable width right-of-way,

THENCE along the Southeastly right-of-way of said U. S. Highway 75 as follows

North 28 deg 14 min 05 sec East, a distance of 124.63 feet to a 1/2-inch iron rod with a plastic cap stamped "WAI" set for corner,

North 34 deg 53 min 29 sec East, a distance of 301.95 feet to a concrete TxDOT monument found for corner at the Southerly end of a corner clip at the intersection of the Southerly right-of-way of said F. M. Highway 691 with the Southeastly right-of-way of said U. S. Highway 75,

THENCE North 60 deg 52 min 21 sec East, along said corner clip, a distance of 180.99 feet to a 1/2-inch iron rod with a plastic cap stamped "WAI" set for corner,

THENCE South 79 deg 02 min 51 sec East, along the Southerly right-of-way of said F. M. Highway 691, a distance of 377.87 feet to a 1/2-inch iron rod with a plastic cap stamped "WAI" set for corner,

THENCE South 83 deg 44 min 11 sec East, continuing along the Southerly right-of-way of said F. M. Highway 691, a distance of 199.75 feet to a concrete TxDOT monument found for corner, said point being the beginning of a non-tangent curve to the right having a radius of 1,678.06 feet, a central angle of 14 deg 06 min 04 sec, a chord bearing of South 61 deg 09 min 39 sec East, and a chord length of 412.99 feet,

THENCE along said non-tangent curve to the right an arc distance of 412.99 feet to the POINT OF BEGINNING

CONTAINING within these metes and bounds 742,030 square feet or 17.035 acres of land. Bearings shown hereon are based upon an on the ground survey performed in the field on the 9th day of February, 2009 utilizing the City of Sherman Geodetic Control Monuments No. 1-101 and 1-102 (NAD83 Gnd Bearing)

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Dr. P. T. Swamy, do hereby adopt this plat, designating the herein described property as DR. SWAMY ADDITION, an addition to the City of Sherman, Grayson County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys, and floodway management areas shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility)

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman.

WITNESS, my hand at Dallas, Texas, this the 14th day of November, 2017

By One Ganesha, Ltd., a Texas limited partnership, acting by and through its General Partner, Gayatri Property, LLC, a Texas limited liability company

By P. T. Swamy
P. T. Swamy, President

STATE OF TEXAS §
COUNTY OF GRAYSON §

This instrument was acknowledged before me, a Notary Public in and for The State of Texas, on November 14, 2017, by P. T. Swamy, President of Gayatri Property, LLC, a Texas limited liability company, General Partner, for and on behalf of One Ganesha, Ltd., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of November, 2017

Dean Gilbert
Notary Public, State of Texas

KNOW ALL MEN BY THESE PRESENTS.

THAT I, LEONARD J. LUEKER, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Leonard J. Lueker
Registered Professional Land Surveyor
Texas Registration No. 5714
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 325
Dallas, Texas 75230
(972) 490-7090

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for The State of Texas, on this day personally appeared Leonard J. Lueker, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of November, 2017.

Wm Dennis Edwards
Notary Public, State of Texas

Approved this 22nd day of August, 2017, by the City Planning and Zoning Commission of the City of Sherman, Texas

Chairman
Secretary

Accepted by the City Council of Sherman, Texas

Mayor, City of Sherman, Texas

11/14/2017
Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of DR. SWAMY ADDITION to the City of Sherman was submitted to the City Council on the 18th day of September, 2017, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above described

Witness my hand this 14th day of November, 2017

Linda Asberry
City Clerk, City of Sherman, Texas



GENERAL NOTES:

1. Water Supply to be provided by City of Sherman
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery Company
4. FLOOD NOTE: According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48181C 0280 F, dated September 29, 2010, this property is within Flood Zones AE and X.

FINAL PLAT
DR. SWAMY ADDITION
LOTS 1-7, BLOCK A
AN ADDITION TO THE CITY OF SHERMAN, TEXAS,
BEING 17.035 OUT OF THE WILLIAM MILLIGAN
SURVEY, ABSTRACT NO. 875 AND THE DAVID
HARRISON SURVEY, ABSTRACT NO. 587
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OWNER:
One Ganesha Ltd
111 Sara Swamy Drive
Sherman, Texas 75090

SURVEYOR:
Winkelmann & Associates, Inc
6750 Hillcrest Plaza Drive
Suite 325
Dallas, Texas 75230
ph# 214-490-7090
l.lueker@winkelmann.com

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By: JM

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS & SURVEYORS
4750 HILLCREST PLAZA, SUITE 325
DALLAS, TEXAS 75230
Texas Engineers Registration No. 69
City of Sherman Survey No. 1008608 Expires 12/31/2017
Contract No. 15-1000000-01-000000-00

FINAL PLAT
DR. SWAMY ADDITION
LOT 1-7, BLOCK A

Date : 07.11.17

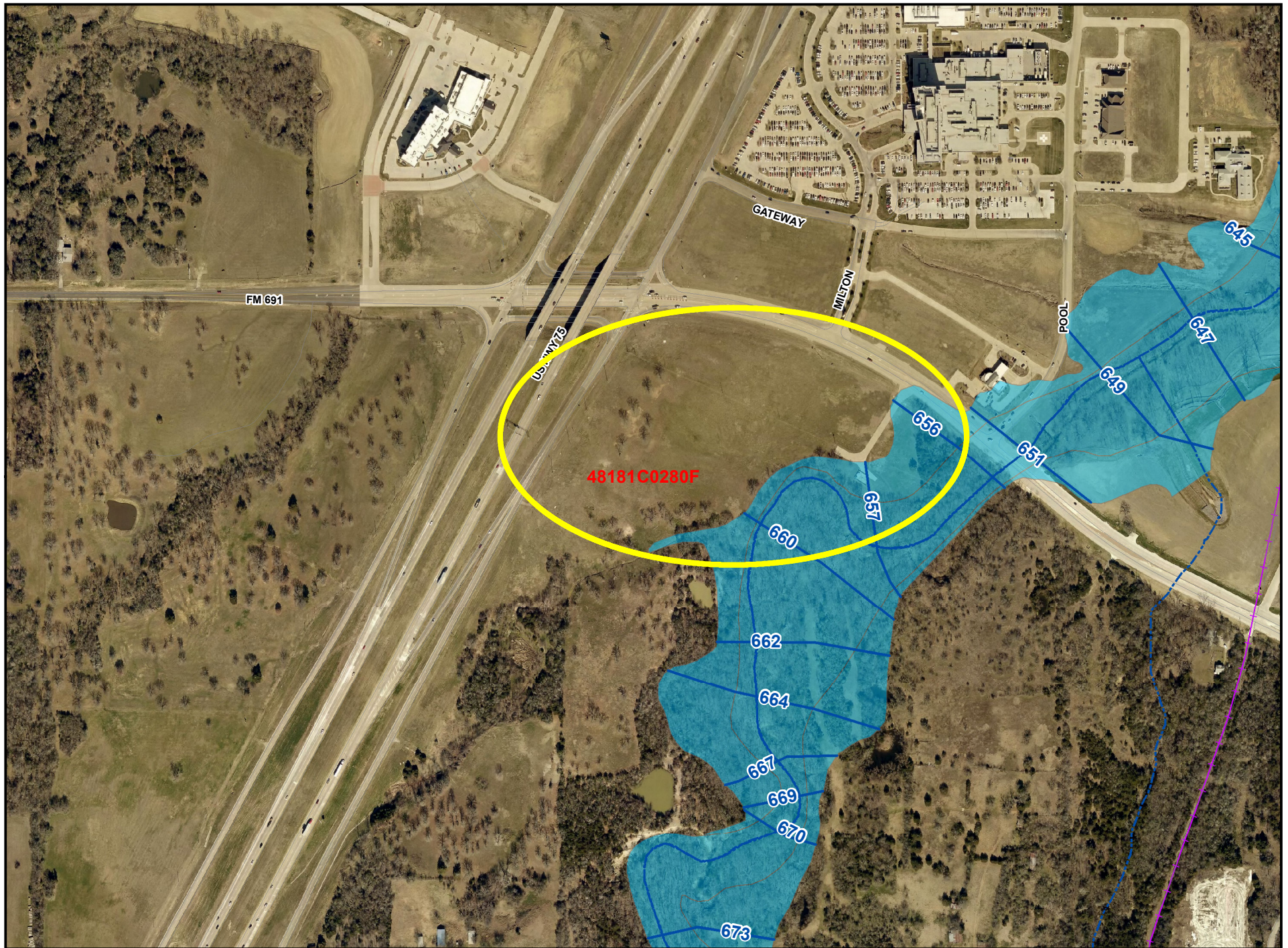
Scale : N/A

File : 56006-FPLT

Project No. : 56006

SHEET
3

Sherman Corners, Phase I - Dr. Swamy Addition



1 inch = 500 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.6.

Meeting Date: 01/15/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6327

Authorizing Execution of a Detention Agreement with Young Enterprises, LP for the Construction of Public Detention and Drainage Facilities in Magnolia Village, a 12.0-acre Development East of North Travis Street and North of U.S. Highway 82 in the City of Sherman

Issue:

The construction of a detention facility in Magnolia Village, a 12.0-acre development east of North Travis Street and north of U.S. Highway 82 in the City of Sherman

Background:

Young Enterprises, LP proposes to construct a detention pond for a 12.0-acre development east of North Travis Street and north of U.S. Highway 82. The proposed detention pond is to be constructed along the City's floodplain. This gave the City and Young Enterprises an opportunity to oversize the required detention for this development and improve the surrounding areas' flooding problems. The detention pond will also remove several existing homes upstream of the development from the floodplain all together.

Origination:

Engineering Department

Financial Consideration:

Funding is available through the 2017A Certificates of Obligation; and the City will participate up to \$150,000.00 for the project. Funding for this project is made through the newly approved Stormwater Program.

Staff Recommendation:

Staff recommends approval and execution of the Detention Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6327

Detention Agreement between the City of Sherman and Young Enterprises, LP

Exhibit "A" as noted in Detention Agreement

Location Map

RESOLUTION NO. 6327

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DETENTION AGREEMENT WITH YOUNG ENTERPRISES, LP FOR THE CONSTRUCTION OF PUBLIC DETENTION AND DRAINAGE FACILITIES IN MAGNOLIA VILLAGE, A 12.0-ACRE DEVELOPMENT EAST OF NORTH TRAVIS STREET AND NORTH OF U.S. HIGHWAY 82 IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Detention Agreement with Young Enterprises, LP for the construction of public detention and drainage facilities in Magnolia Village, a 12.0-acre development east of North Travis Street and north of U.S. Highway 82 in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DETENTION AGREEMENT BETWEEN
THE CITY OF SHERMAN AND YOUNG ENTERPRISES, LP**

THIS DETENTION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2018 (the “Effective Date”), by and among the City of Sherman (“City”), a municipal corporation organized under the laws of the State of Texas, Young Enterprises, LP, (“Developer”).

WITNESSETH:

WHEREAS, City recognizes the importance of its continued role in local economic development; and

WHEREAS, Developer is developing a portion of the City and making improvements to the City; and

WHEREAS, Developer owns or controls lands located in Sherman, Texas, and described to the City by the Developer as Magnolia Village, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit “A” and hereinafter referred to as the "Detention Facility", and Developer intends to develop the Detention Facility by constructing improvements thereon; and

WHEREAS, Developer is constructing a Detention Facility within the City’s flood plain that is designed to help control and reduce local flooding around Magnolia Village and immediately downstream of the development;

WHEREAS, the Developer desires that the City participate in the construction and design cost of the detention facility as reflected on the plans, specifications and cost estimate submitted by the Developer and that the Detention Facility is to be maintained by the Magnolia Village development, as indicated in Paragraph 2 of Article I;

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified

attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the Detention Facility to be developed on the Property, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the detention pond comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Performance Bond:** No work shall be performed within the Subdivision until directed by the City Manager or until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. The City at its own election may waive this bonding requirement. If required, such bond shall be made for 100% of the contract price for the detention facility, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
4. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.
5. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
6. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.

7. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the Detention Facility will be installed as approved by the City Engineer.
8. **Fees:** The Developer will pay for all of the improvements provided in the Development Documents, as shown in the attached Exhibit "A." Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
9. **Guarantee or Maintenance Bond:**
 - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.
10. **WAIVER OF RIGHTS UNDER STATE LAW:**
 - A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

11. **Other Provisions:**

- A. Upon Completion of the Detention Facility one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. Upon completion and acceptance of the Detention Facility the City shall pay developer an amount not to exceed \$150,000 as shown in Exhibit "A" Cost Estimate.
- C. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.
- D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.

2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.
3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) days' notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.

7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:

DESIGNEE: Clint Philpott, P.E.

ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090

PHONE: 903-892-7327

FAX: 903-870-7802

DEVELOPER:

DESIGNEE: Young Enterprises, LP

ADDRESS: 5414 N. FM 1417
Sherman, TX 75092

PHONE: 903-892-1508

FAX: 903-892-1500

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.

11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.
13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2018, with an original to each party.

Developer: YOUNG ENTERPRISES, LP

BY: _____
NAME: Eddie Young
TITLE: CEO

ATTEST: **BY:** _____
NAME: _____
TITLE: _____

CITY: CITY OF SHERMAN

BY: _____
NAME: Robby Hefton
TITLE: City Manager

ATTEST: **BY:** _____
NAME: Linda Ashby
TITLE: City Clerk

APPROVAL RECOMMENDED:

Clint Philpott, P.E. / Director Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



YOUNG ENTERPRISES

* COST SUMMARY *

Northcreek Flood Plain Detention System - Phase One

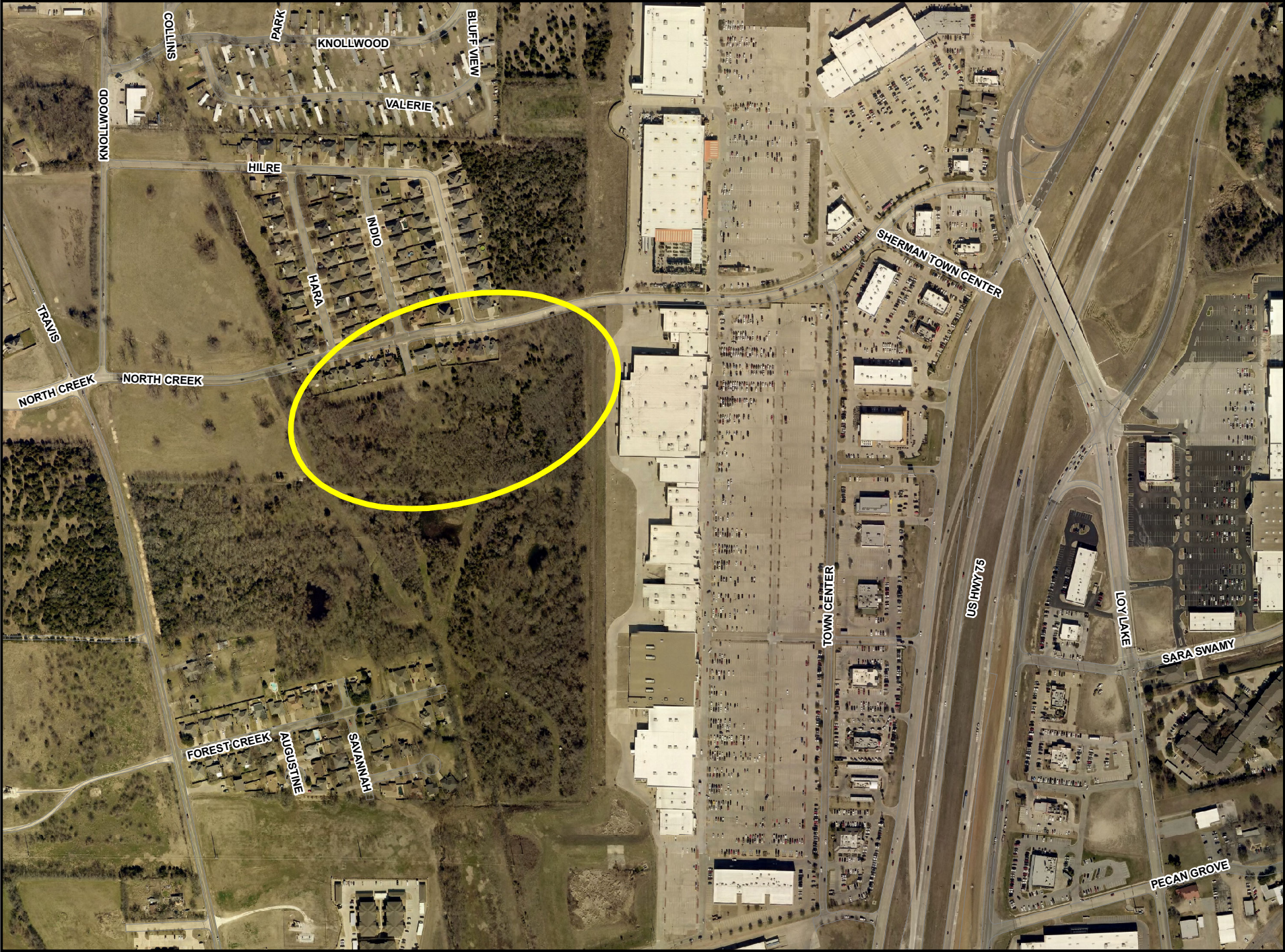
12/19/2017
Pond #5 ONLY

Project Info

Location: Sherman - Northcreek Dr
Acres: 3
Total SF: 130,680

DESCRIPTION	MATERIALS	CONTRACT	TOTAL
General Conditions:			
ENGINEERING AND INSPECTION	\$0	\$21,000	\$21,000
PERMIT AND FEES	\$0	\$0	\$0
INSURANCE	\$0	\$6,000	\$6,000
SURVEY	\$0	\$1,800	\$1,800
TOPOGRAPHY	\$0	\$1,500	\$1,500
SITE STAKING	\$0	\$3,000	\$3,000
WETLAND REMEDIATION (USACE COMPLIANCE)	\$0	\$350	\$350
Site Work:			
MOBILIZATION	\$0	\$4,025	\$4,025
CLEARING, GRUBBING, & MULCHING	\$0	\$11,500	\$11,500
EXCAVATION & GRADING	\$0	\$90,776	\$90,776
CULVERTS, ASPHALT, GUARD RAIL, CURB & GUTTER	\$0	\$0	\$0
CONCRETE WEIR	\$0	\$16,963	\$16,963
ROCK RIP RAP	\$0	\$34,768	\$34,768
CONCRETE ENCASEMENT	\$0	\$5,079	\$5,079
AERATOR	\$7,000	\$3,000	\$10,000
LANDSCAPE (HYDROMULCH, TREES, TRAILS)	\$0	\$20,000	\$20,000
SAFETY	\$0	\$1,500	\$1,500
SUBTOTALS	\$7,000	\$221,261	\$228,261
OVERHEAD	\$0	\$10,000	\$10,000
CITY OF SHERMAN CONTRIBUTION			(\$150,000)
TOTAL COST TO DEVELOPER			\$88,261

Magnolia Village



1 inch = 500 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.7.

Meeting Date: 01/15/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6328**

Authorizing Execution of an Encroachment Easement to Young Enterprises for the Installation of a Water Line within the platted public right-of-way along Staples Street to South Travis Street to provide water services for part of Block "B" of Staples Addition, Sherman, Texas, known as 112 West Staples Street in the City of Sherman

Issue:

To consider granting an encroachment easement into the platted public right-of-way along Staples Street to South Travis Street in the Staples Addition in Sherman, Texas

Background:

The subject property has no access to the public water utilizing existing platted easements. To access the City water main, it will be necessary to extend the water line within a platted right-of-way in Block "B" of Staples Addition.

Origination:

Todd Young of Young Enterprises

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment and, upon receiving approval from the franchised utilities, it is recommended that the encroachment be granted.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6328

Encroachment Easement

Exhibit "A" as noted in both Resolution and Easement

Encroachment Request Letter

Location Map

RESOLUTION NO. 6328

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO YOUNG ENTERPRISES FOR THE INSTALLATION OF A WATER LINE WITHIN THE PLATTED PUBLIC RIGHT-OF-WAY ALONG STAPLES STREET TO SOUTH TRAVIS STREET TO PROVIDE WATER SERVICES FOR PART OF BLOCK "B" OF STAPLES ADDITION, SHERMAN, TEXAS, KNOWN AS 112 WEST STAPLES STREET IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment easement to install a sanitary water line within the platted public right-of-way along Staples Street to South Travis Street to provide water services for part of Block "B" of Staples Addition, Sherman, Texas, known as 112 W. Staples Street in the City of Sherman, as shown on the sketch marked Exhibit "A" attached hereto and incorporated herein 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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

ENCROACHMENT EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GRAYSON §

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR," in consideration of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **YOUNG ENTERPRISES** of Sherman, Texas, hereinafter called "GRANTEE," an encroachment easement to install a water line within, over, upon, and across the platted public right-of-way along Staples Street to South Travis Street to provide water services for part of Block "B" of Staples Addition, Sherman, Texas, known as 112 W. Staples Street, Sherman, Texas, as shown on the sketch marked Exhibit "A," attached hereto and incorporated herein for all purposes. Said encroachment easement shall be inferior, subordinate, and subject to the GRANTOR'S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, its heirs, successors and assigns, for the limited purpose of installing a sanitary sewer service lateral line within the herein described encroachment area, as shown on the attached exhibit. GRANTEE agrees that all maintenance of the sanitary sewer later line shall be the responsibility of the GRANTEE without cost, fees or expense to GRANTOR.

That GRANTEE shall fully and completely indemnify and hold harmless the GRANTOR from any and all damages, actions, suits, claims, demands, liabilities, executions and judgments, whether liquidated or unliquidated, absolute or contingent, direct or indirect, at law or in equity, together with attorney fees which may occur in any manner by reason of any manner, fact, or thing arising from this conveyance and use of the area.

The GRANTEE shall restore the surface of the encroachment area to the same or better condition that existed prior to the installation of the water line.

The GRANTEE agrees to and shall allow any and all franchised utilities to continue uninterrupted use of the encroachment area described herein for their operations without cost, fees, or expense.

In the event it becomes necessary for the GRANTOR or any public utility to utilize the encroachment area for the purpose of installing new utilities, removing or repairing any public utilities located therein, GRANTEE hereby releases GRANTOR and any public utility from any and all claims for damages, costs or expenses, and shall include, but specifically not be limited to, the cost of repair, relocation, or removal of water line and loss of use of such area.

In the event it becomes necessary for the GRANTOR to revoke and rescind this encroachment easement, GRANTEE agrees and consents to such revocation and rescission by GRANTOR unilaterally passing a resolution to that effect and filing the same in the Deed Records of Grayson County, Texas, all without the joinder or consent of GRANTEE herein.

TO HAVE AND TO HOLD the above described encroachment easement unto the said GRANTEE, its heirs, successors and assigns, until the use of such encroachment is no longer necessary.

EXECUTED this the _____ day of _____, 2018.

Approved as to Form and Content:

CITY:

CITY OF SHERMAN, a Texas home-rule
municipal corporation

By: _____

Brandon Shelby,
City Attorney

BY: _____

Robby Hefton,
City Manager

Attest: _____

Linda Ashby,
City Clerk

STATE OF TEXAS §

§

COUNTY OF GRAYSON §

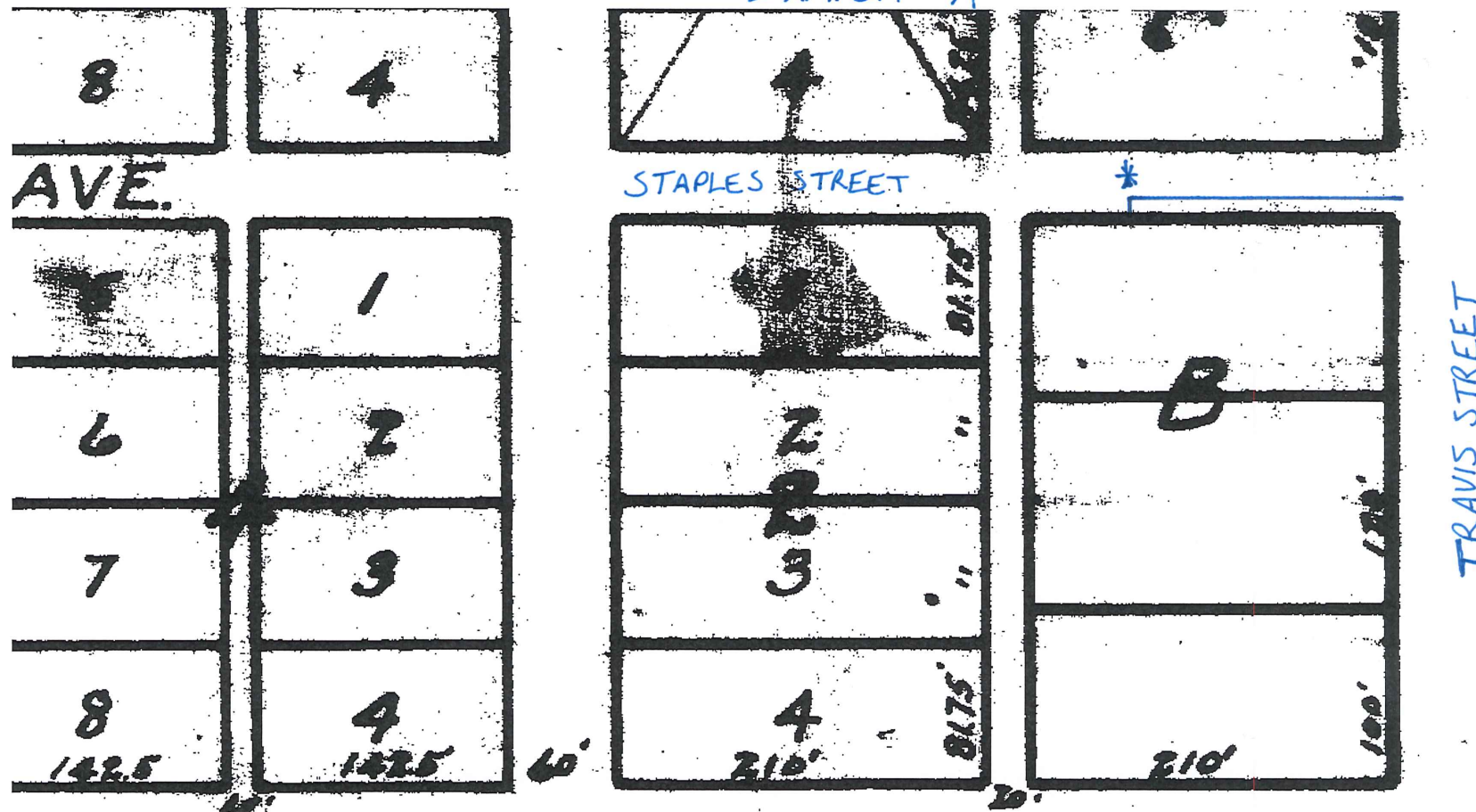
THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on _____, 2018, by Robby Hefton, City Manager of the **CITY OF SHERMAN**, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Printed Name of Notary: _____

My Commissions Expires: _____

Exhibit "A"

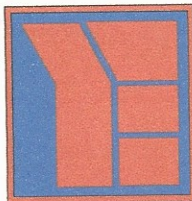


112 W. Staples St.

Pt. Blk "B"

STAPLES ADDITION
To
CITY OF SHERMAN
VOL. 170 PAGE 256

* Approximate location
of encroachment



5414 Hwy 1417 N | 903.892.1508 Telephone
Sherman, TX 75092 903.893.2124 Fax

December 18th, 2017

City of Sherman, Engineering Department
CC: Clint Philpot

To whom it may concern:

Young Enterprises would like to request an encroachment agreement for water service access to be setup for 112 W. Staples Sherman, TX 75090. At the present time, water utilities are not available to the site. We are in the process of developing an affordable home on the subject property and need this agreement to be able to establish water service to it.

Thank you for your consideration.

If you have any questions or concerns please contact Todd Young at 903.892.1508.

Todd Young

A handwritten signature in blue ink that reads "Todd Young". The signature is stylized with a large, flowing "Y" and "G".

Contract Services

112 W. Staples Street Encroachment Easement



1 inch = 200 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.8.

Meeting Date: 01/15/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6329**

Authorizing the Acceptance of a Conveyance Document from Ralph Courtney and Jacqueline Courtney for the Conveyance and Acquisition of Properties located at 637-639 Regency Drive, being Lot 10 of the Replat of Belaire Third Addition to the City of Sherman, Texas, as shown by Plat of Record in Volume 3, Page 2 of the Plat Records of Grayson County, Texas, said properties being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes

Issue:

Approval to acquire property located at 637-639 Regency Drive in the City of Sherman, Texas

Background:

The proposed property is well within the limits of the floodplain and floodway. The owner of the property is willing to voluntarily sell said property to the City in order to minimize or negate the risk of flood damage to residential and non-residential property.

Origination:

Engineering Department

Financial Consideration:

The sales price of \$120,000.00, less any payments from FEMA for the flood damage due to the storm on August 13, 2017, and including closing costs, will be funded through the 2017A Certificates of Obligation.

Staff Recommendation:

Staff recommends that the City Council approve the acquisition of the subject property.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6329

Location Map

RESOLUTION NO. 6329

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF A CONVEYANCE DOCUMENT FROM RALPH COURTNEY AND JACQUELINE COURTNEY FOR THE CONVEYANCE AND ACQUISITION OF PROPERTIES LOCATED AT 637-639 REGENCY DRIVE, BEING LOT 10 OF THE REPLAT OF BELAIRE THIRD ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 3, PAGE 2 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS, SAID PROPERTIES BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to accept a Conveyance Document from Ralph Courtney and Jacqueline Courtney for the conveyance and acquisition of a tract of land located at 637-639 Regency Drive in Sherman, Texas, being Lot 10 of the Replat of Belaire Addition to the City of Sherman, Texas, said properties being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes. Said conveyance document will be prepared by Robert Minshew as a part of the closing documents being contracted through Kennedy & Minshew, P.C.

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 _____, 2018.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

637-639 Regency Drive



1 inch = 100 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.9.

Meeting Date: 01/15/2018

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6330**

Awarding a Bid to and Authorizing Execution of an Agreement with Landmark Bank, N.A. for the Lease-Purchase Financing of Capital Equipment

Issue:

Award of financing for the lease-purchase of various pieces of capital equipment

Background:

The City solicited proposals in December for financing various pieces of capital equipment to be used by the Street Department and the Fire Department. Nine responses and one no bid were received. The lowest proposed rate of 2.53% was submitted by two financial institutions, Landmark Bank, N.A. and JP Morgan Chase Bank NA. Landmark Bank's rate is firm. JP Morgan Chase Bank reserves the right to adjust the rate according to the current market index five days prior to closing. To mitigate the possibility of a rate increase, staff recommends awarding to Landmark Bank. The financing term is seven years. All of the equipment being financed has a useful life of at least fifteen years. After the City Council awards the financing, the winning bidder will prepare the final lease documents to be signed by the City Manager.

Origination:

Finance Department

Financial Consideration:

Annual debt service on \$2,522,822.00 will be about \$394,000.00.

Staff Recommendation:

It is recommended that the Council award the lease-purchase financing of capital equipment to Landmark Bank, N.A. and authorize the City Manager to execute the lease documents prepared by Landmark Bank, N.A. with the terms and conditions stated in the Proposal.

Alternatives:

The Council could instruct the staff to seek alternative forms of financing.

Attachments

Resolution No. 6330

Landmark Bank Proposal

Bid Tabulation Capital Equipment Financing

RESOLUTION NO. 6330

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH LANDMARK BANK, N.A. FOR THE LEASE-PURCHASE FINANCING OF CAPITAL EQUIPMENT; 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 to lease-purchase from Landmark Bank, N.A., two dump trucks, a mechanical sweeper, milling machine, paving roller, wheel excavator, wheel loader, hydraulic zipper, concrete paver, trailer and a tactical rescue truck in accordance with the equipment lease-purchase agreement attached hereto and made a part hereof for all purposes from Landmark Bank, N.A. Any agreements related to the purchase 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 _____, 2018.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO
FORM AND CONTENT:**

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

Questions may be directed to Craig Long, Budget Analyst, (903) 892-7215 or craigl@ci.sherman.tx.us.

The award will be included on the agenda of the City Council on January 2, 2018. The meeting will be held in the City Council chambers in City Hall, 220 West Mulberry in Sherman, Texas.

SUMMARY SHEET

CITY OF SHERMAN, TEXAS

PROPOSAL TO FINANCE

DUMP TRUCKS (2), MECHANICAL SWEEPER, MICRO-PLANER, ROLLER, WHEEL EXCAVATOR WITH HELIO, WHEEL LOADER, HYDRAULIC ZIPPER, SLIP-FORM PAVER, TRAILER

Company Submitting Proposal

Name of company: Landmark Bank, N.A.

Contact: Greg Kirkpatrick

Address: 720 E. Peyton St.

City, State, Zip: Sherman, TX 75090

Telephone Number: 903-375-0188

Fax Number: 903-892-8009

Email: greg.kirkpatrick@landmarkbank.com

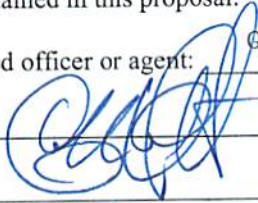
Proposed Rate (APR), Bank Qualified: 2.53%

Total sum of expected payments over life of lease: \$2,760,817.67

By signing this form, the undersigned represents that he/she has full authority to bind this company to the terms contained in this proposal:

Name of authorized officer or agent: Greg Kirkpatrick

Title: SVP

Signature: 

Date: 12-18-17



December 18, 2017

Craig Long, Budget Analyst
Finance Department
City of Sherman
405 N. Rusk
P.O. Box 1106
Sherman, TX 75091-1106

RE: Proposal to Finance Equipment Lease

Mr. Long:

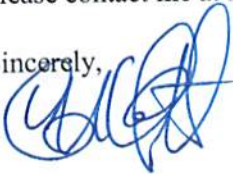
Landmark Bank, N.A. ("LMB") is pleased to submit this financing proposal to the City of Sherman (the "Lessee"). This letter is a proposal only and is contingent upon the Lessee's compliance with the requirements of the Internal Revenue Code of 1986, as amended and all applicable state laws related to Lessee's ability to enter into a tax-exempt lease-purchase financing for the intended purposes. The terms and provisions of this financing are subject to the certain conditions set forth below:

TRANSACTION:	Fixed-rate, fully amortizing, privately placed tax-exempt lease-purchase agreement ("Agreement") with \$1.00 buyout at end of term.
LESSEE:	City of Sherman
LESSOR:	Landmark Bank, N.A.
ESTIMATED FINANCING AMOUNT:	\$2,522,882.00
BANK QUALIFIED:	This proposal assumes that Lessee will not issue more than \$10 million in tax-exempt obligations during the 2018 calendar year and that the Lessee will designate this lease as a "bank qualified" tax-exempt obligation.
USE OF PROCEEDS/TITLE:	To finance the acquisition of a two (2) dump trucks, mechanical sweeper, micro-planer, roller, wheel excavator w/Helio, wheel loader, hydraulic zipper, slip-form paver, trailer and tactical rescue truck. The legal titles of which, if applicable, shall vest in the Lessee during the term of the Agreement.

SECURITY:	LMB shall obtain a senior lien on the financed equipment.
EXPECTED FINANCING TERM:	Seven (7) years.
PAYMENT MODE/FREQUENCY:	Payments shall be made quarterly in arrears commencing April 16, 2018.
PROPOSED INTEREST RATE:	Fixed interest rate of 2.50%, which equates to a 2.53% APR.
PROPOSED LEASE PAYMENTS:	Twenty-eight (28) quarterly payments of \$95,598.49. The Agreement shall be subject to the annual appropriation of funds by the Lessee.
PREPAYMENT:	Prepayment made be made in whole or in part at any time without penalty.
DOCUMENTATION:	LMB or its counsel shall prepare loan documentation.
PROPOSAL EXPIRATION:	This proposal will expire if funding does not occur by February 15, 2018. If acceptance and funding have not occurred by this date, the <i>Proposed Interest Rate</i> will be subject to revision to reflect current market conditions and the <i>Proposed Lease Payments</i> will be adjusted accordingly.

We appreciate the opportunity to submit this proposal in response to your RFP, and look forward to your favorable response. Should you have any questions regarding this proposal or need additional information, please contact me at 903-375-0188 or via email at greg.kirkpatrick@landmarkbank.com.

Sincerely,



Greg Kirkpatrick, SVP
Sherman Market President
Landmark Bank, N.A.

LANDMARK BANK, NA

Local Government Financing References

City of Durant, Oklahoma

City of Gunter, Texas

City of Whitesboro, Texas

City of Van Alstyne, Texas

City of Sherman
\$2,522,882 Equipment Financing
December 18, 2017

Total Lease Financial Obligation (assuming a 2.53% APR):

TOTAL PRINCIPAL:	\$ 2,522,882.00
TOTAL INTEREST:	\$ 237,935.67
TOTAL FEES and ISSUANCE COSTS:	\$ -0-

Amortization Schedule

No.	Due Date	Payment Due	Additional Payment	Interest	Principal	Balance
						\$2,522,822.00
1	4/16/2018	98,598.49		15,956.85	82,641.64	2,440,180.36
2	7/16/2018	98,598.49		15,434.14	83,164.35	2,357,016.01
3	10/16/2018	98,598.49		14,908.13	83,690.36	2,273,325.65
4	1/16/2019	98,598.49		14,378.78	84,219.71	2,189,105.94
5	4/16/2019	98,598.49		13,846.10	84,752.39	2,104,353.55
6	7/16/2019	98,598.49		13,310.04	85,288.45	2,019,065.10
7	10/16/2019	98,598.49		12,770.59	85,827.90	1,933,237.20
8	1/16/2020	98,598.49		12,227.73	86,370.76	1,846,866.44
9	4/16/2020	98,598.49		11,681.43	86,917.06	1,759,949.38
10	7/16/2020	98,598.49		11,131.68	87,466.81	1,672,482.57
11	10/16/2020	98,598.49		10,578.45	88,020.04 -	1,584,462.53
12	1/16/2021	98,598.49		10,021.73	88,576.76 -	1,495,885.77
13	4/16/2021	98,598.49		9,461.48	89,137.01 -	1,406,748.76
14	7/16/2021	98,598.49		8,897.69	89,700.80 -	1,317,047.96
15	10/16/2021	98,598.49		8,330.33	90,268.16 -	1,226,779.80
16	1/16/2022	98,598.49		7,759.38	90,839.11	1,135,940.69
17	4/16/2022	98,598.49		7,184.82	91,413.67	1,044,527.02
18	7/16/2022	98,598.49		6,606.63	91,991.86	952,535.16
19	10/16/2022	98,598.49		6,024.78	92,573.71	859,961.45
20	1/16/2023	98,598.49		5,439.26	93,159.23	766,802.22
21	4/16/2023	98,598.49		4,850.02	93,748.47	673,053.75
22	7/16/2023	98,598.49		4,257.06	94,341.43	578,712.32
23	10/16/2023	98,598.49		3,660.36	94,938.13	483,774.19
24	1/16/2024	98,598.49		3,059.87	95,538.62	388,235.57
25	4/16/2024	98,598.49		2,455.59	96,142.90	292,092.67
26	7/16/2024	98,598.49		1,847.49	96,751.00	195,341.67
27	10/16/2024	98,598.49		1,235.54	97,362.95	97,978.72
28	1/16/2025	98,598.44		619.72	97,978.72	0.00

2760.757.67

237,935.67 2522,822.00

REPORT OF
LANDMARK BANK, NATIONAL ASSOCIATION
AND SUBSIDIARIES
DECEMBER 31, 2016 AND 2015

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Landmark Bank, National Association and Subsidiaries

We have audited the accompanying consolidated financial statements of Landmark Bank, National Association and subsidiaries (the Bank), which comprise the consolidated balance sheets as of December 31, 2016 and 2015; the related consolidated statements of income, comprehensive income, changes in stockholders' equity and cash flows for the years then ended; and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risk of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Bank's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Landmark Bank, National Association and subsidiaries as of December 31, 2016 and 2015, and the results of their operations and cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Williams - Keepers LLC

February 27, 2017

LANDMARK BANK, NATIONAL ASSOCIATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2016 and 2015

	2016	2015
ASSETS		
Cash and due from banks	\$ 60,112,418	\$ 44,549,833
Investment securities (Note 2)	844,337,221	818,353,159
Federal funds sold and other temporary investments	2,877,917	2,556,717
Loans, net (Note 3)	1,538,983,336	1,442,426,438
Property and equipment, net (Note 4)	68,866,040	72,038,399
Accrued interest receivable	11,449,403	10,689,391
Cash surrender value of life insurance (Note 13)	17,785,274	17,252,513
Deferred income tax asset, net (Note 8)	4,789,398	1,820,168
Other real estate owned	1,995,768	1,658,370
Other assets (Note 5)	12,145,946	14,461,758
Total assets	<u>\$ 2,563,342,721</u>	<u>\$ 2,425,806,746</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Deposits		
Demand, non-interest bearing	\$ 504,097,664	\$ 480,759,879
Demand and savings, interest bearing (Note 6)	1,175,784,896	1,092,395,918
Time deposits (Note 6)	590,602,023	459,628,869
Total deposits	2,270,484,583	2,032,784,666
Federal funds purchased	31,400,000	33,200,000
Other borrowed funds (Note 7)	10,100,036	120,114,832
Other liabilities	20,452,037	22,220,862
Total liabilities	2,332,436,656	2,208,320,360
Stockholders' equity		
Preferred stock (Note 9)	20,000,000	20,000,000
Common stock (Note 9)	11,696,460	11,691,460
Additional paid-in capital	31,754,299	31,863,093
Retained earnings	161,443,114	141,474,727
Total stockholders' equity before unrealized gain (loss) on securities available-for-sale	224,893,873	205,029,280
Unrealized gain (loss) on securities available-for-sale, net of deferred income taxes (Note 2)	6,012,192	12,457,106
Total stockholders' equity	230,906,065	217,486,386
Total liabilities and stockholders' equity	<u>\$ 2,563,342,721</u>	<u>\$ 2,425,806,746</u>

The notes to consolidated financial statements are an integral part of these statements.

LANDMARK BANK, NATIONAL ASSOCIATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

Years Ended December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
INTEREST INCOME		
Interest and fees on loans	\$ 71,751,708	\$ 66,207,444
Interest on investment securities	<u>21,561,333</u>	<u>19,488,538</u>
Total interest income	<u>93,313,041</u>	<u>85,695,982</u>
INTEREST EXPENSE		
Interest on deposits	6,959,637	4,978,115
Interest on fed funds purchased and other borrowed funds	<u>762,624</u>	<u>777,910</u>
Total interest expense	<u>7,722,261</u>	<u>5,756,025</u>
Net interest income	85,590,780	79,939,957
PROVISION FOR LOAN LOSSES (Note 3)	<u>4,411,976</u>	<u>2,990,745</u>
Net interest income after provision for loan losses	<u>81,178,804</u>	<u>76,949,212</u>
OTHER INCOME		
Service charges (Note 11)	12,753,476	13,034,754
Other (Note 12)	<u>22,355,615</u>	<u>20,496,686</u>
Total other income	<u>35,109,091</u>	<u>33,531,440</u>
OTHER EXPENSE		
Salaries and employee benefits	49,079,417	47,207,453
Occupancy and equipment expense	14,100,315	11,955,861
Other (Note 12)	<u>21,935,207</u>	<u>20,603,004</u>
Total other expense	<u>85,114,939</u>	<u>79,766,318</u>
Income before income taxes	31,172,956	30,714,334
PROVISION FOR INCOME TAXES (Note 8)	<u>4,327,844</u>	<u>6,774,442</u>
Net income	<u>\$ 26,845,112</u>	<u>\$ 23,939,892</u>

The notes to consolidated financial statements are an integral part of these statements.

LANDMARK BANK, NATIONAL ASSOCIATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Years Ended December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
NET INCOME	\$ 26,845,112	\$ 23,939,892
OTHER COMPREHENSIVE INCOME, NET OF DEFERRED INCOME TAXES		
Change in unrealized gain (loss) on securities available-for-sale, net	<u>(6,444,914)</u>	<u>97,800</u>
COMPREHENSIVE INCOME	<u>\$ 20,400,198</u>	<u>\$ 24,037,692</u>

The notes to the consolidated financial statements are an integral part of these statements.

LANDMARK BANK, NATIONAL ASSOCIATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
Years Ended December 31, 2016 and 2015

	Preferred Stock	Common Stock Shares	Par Value	Additional Paid-In Capital	Retained Earnings	Subtotal	Unrealized Gain (Loss) on Securities Available-for- Sale	Total
Balance, December 31, 2014	\$ 10,000,000	584,573	\$ 11,691,460	\$ 31,889,450	\$ 124,118,998	\$ 177,699,908	\$ 12,359,306	\$ 190,059,214
Issuance of preferred stock - Series C	10,000,000	-	-	(26,357)	-	9,973,643	-	9,973,643
Preferred stock dividends	-	-	-	-	(691,667)	(691,667)	-	(691,667)
Common stock dividends	-	-	-	-	(5,892,496)	(5,892,496)	-	(5,892,496)
Net income	-	-	-	-	23,939,892	23,939,892	-	23,939,892
Change in unrealized gain (loss) on securities available-for-sale, net of deferred income taxes	-	-	-	-	-	-	97,800	97,800
Balance, December 31, 2015	20,000,000	584,573	11,691,460	31,863,093	141,474,727	205,029,280	12,457,106	217,486,386
Issuance of common stock	-	250	5,000	-	-	5,000	-	5,000
Capitalization of triangular merger costs	-	-	-	(108,794)	-	(108,794)	-	(108,794)
Cash contribution from subsidiary minority interests	-	-	-	-	16,401	16,401	-	16,401
Preferred stock dividends	-	-	-	-	(1,000,000)	(1,000,000)	-	(1,000,000)
Common stock dividends	-	-	-	-	(5,893,126)	(5,893,126)	-	(5,893,126)
Net income	-	-	-	-	26,845,112	26,845,112	-	26,845,112
Change in unrealized gain (loss) on securities available-for-sale, net of deferred income taxes	-	-	-	-	-	-	(6,444,914)	(6,444,914)
Balance, December 31, 2016	<u>\$ 20,000,000</u>	<u>584,823</u>	<u>\$ 11,696,460</u>	<u>\$ 31,754,299</u>	<u>\$ 161,443,114</u>	<u>\$ 224,893,873</u>	<u>\$ 6,012,192</u>	<u>\$ 230,906,065</u>

The notes to consolidated financial statements are an integral part of these statements.

LANDMARK BANK, NATIONAL ASSOCIATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
Years Ended December 31, 2016 and 2015

	2016	2015
OPERATING ACTIVITIES		
Net income	\$ 26,845,112	\$ 23,939,892
Adjustments to reconcile net income to net cash provided by operating activities:		
Provision for loan losses	4,411,976	2,990,745
Investment securities amortization, net	7,881,202	7,238,282
(Gains) on investment securities	(2,999)	(613,083)
Write-down of other real estate owned	135,062	224,192
Depreciation and amortization	8,069,477	8,012,862
(Gains) on loans sold	(7,216,604)	(5,107,155)
Loss (gains) on sale of property and other real estate, net	1,798,831	(207,686)
(Increase) in value of bank-owned life insurance	(532,761)	(536,742)
Deferred income tax expense (benefit)	350,878	(1,076,841)
Adjustments for (increases) decreases in operating assets and increases (decreases) in operating liabilities:		
Accrued interest receivable	(760,012)	(1,642,694)
Mortgage servicing rights	(139,775)	(12,121)
Other assets	857,639	(518,420)
Other liabilities	(1,768,825)	1,995,917
Net cash provided by operating activities	<u>39,929,201</u>	<u>34,687,148</u>
INVESTING ACTIVITIES		
Purchase of investment securities:		
Available-for-sale	(94,503,127)	(216,263,452)
Maturity of investment securities:		
Held-to-maturity	-	500,751
Available-for-sale	43,419,393	61,726,737
Sale of investment securities:		
Held-to-maturity	-	2,161,273
Available-for-sale	3,594,497	12,135,147
FHLB and Federal Reserve stock repurchases (purchases), net	3,861,950	(1,535,105)
Net (increase) decrease in federal funds sold and other temporary investments	(321,200)	3,162,051
Loans originated, net	(95,139,480)	(136,420,508)
Purchase of property and equipment	(5,584,375)	(3,767,661)
Proceeds from sale of property and equipment	-	191,114
Proceeds from sale of other real estate	1,656,124	2,233,909
Cash contributions from minority shareholders in subsidiaries	16,401	-
Purchase of investments in other entities	(255,000)	(623,422)
Net cash (used) by investing activities	<u>(143,254,817)</u>	<u>(276,499,166)</u>
FINANCING ACTIVITIES		
Net increase in deposits	237,699,917	199,647,360
Net (decrease) increase in federal funds purchased and other borrowed funds	(111,814,796)	42,593,892
Proceeds from issuance of common stock	5,000	-
Proceeds from issuance of preferred stock - Series C	-	9,973,643
Costs of triangular merger	(108,794)	-
Dividends paid on preferred stock	(1,000,000)	(691,667)
Dividends paid on common stock	(5,893,126)	(5,892,496)
Net cash provided by financing activities	<u>118,888,201</u>	<u>245,630,732</u>
Net increase in cash and cash equivalents	15,562,585	3,818,714
Cash and cash equivalents at beginning of year	<u>44,549,833</u>	<u>40,731,119</u>
Cash and cash equivalents at end of year	<u>\$ 60,112,418</u>	<u>\$ 44,549,833</u>

The notes to consolidated financial statements are an integral part of these statements.

CITY OF SHERMAN
BID TABULATION
CAPITAL EQUIPMENT LEASE FINANCING
BID OPENING Tuesday, December 19, 2017; 2:00 PM

Vendor	PROPOSED APR (%) Bank-qualified	Notes
Signature Public Funding Corp.	2.65%	Prepayment price is sum of (1) lease payment due on such date, (2) all other amount due, (3) 101% of remaining principal balance. Escrow with Signature Bank; APFC will approve disbursements. Unused proceeds applied to lease; No escrow fee. Requires City to adopt official intent for reimbursed expenses within 60 days of expenditure; City's attorney furnishes tax opinion which may be waived.
Baystone Government Finance/KS State Bank	3.04%	
US Bancorp Government Leasing & Finance, Inc.	Bid was 2.37%/ 2.23%. Rate was adjusted to 2.71%/2.96% due to change in corporate rate	Opt A: Prepayment permitted after 12 months at 100% of remaining principal . Opt B: Prepayment permitted after 12 months at 103% of remaining principal; May adjust interest rate; rate adjustment permitted if federal tax rates changes
JP Morgan Chase Bank NA	Original bid was 2.44%/2.353%. Rate may be adjusted to approximately 2.62%/2.53% due to change in corporate rate	Opt A: May make prepayment after 36th month. Opt B: Prepayment penalty based on the difference between the original funds rate and the current funds rate. Rate may be adjusted according to corporate tax rate, and current market index rate 5 days prior to closing.
Bankcorp South Equipment Finance	2.78%	Escrow fee of \$1,000; All equipment must be delivered before 2/15/18; requires resolution stating that the City does not anticipate issuing more than \$10mm in debt
Landmark Bank	2.53%	No prepayment penalty; rate is firm
Carlyle Capital Markets Inc.	No Bid	
Bank of America Public Capital Corp/Bank of American NA	Original bid was 2.24%. Rate was adjusted to 2.76% from change in corporate tax rate	Prepayment after three years w/o penalty; City's attorney to deliver validity opinion; Interest rate adjusted by actual federal tax rate
PNC Equipment Finance	2.95%	\$250 Escrow Fee; City attorney opinion required; After 2 years prepayment plus 3% premium; can adjust rate based on Federal corporate tax rate change prior to closing; Will not indemnify lessee in any way
Frost Bank	2.94%	Bank will pay Vendors; Prepayment 102.5%



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.10.

Meeting Date: 01/15/2018

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6331**

Authorizing the Purchase of a New 2018 T800 Kenworth Roll Off Truck for the Solid Waste Department from MHC Kenworth Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new 2018 T800 Kenworth Roll Off Truck from the BuyBoard for use within the Solid Waste Department

Background:

The requested purchase is an addition to the fleet in the Solid Waste Department.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new 2018 T800 Kenworth Roll Off Truck will be purchased from MHC Kenworth for \$179,113.33 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2017-2018 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2018 T800 Kenworth Roll Off Truck through the BuyBoard.

Alternatives:

As recommended by the City Council

Attachments

Resolution No. 6331

Kenworth Roll Off Truck Quote

BuyBoard Interlocal Agreement

RESOLUTION NO. 6331

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2018 T800 KENWORTH ROLL OFF TRUCK FOR THE SOLID WASTE DEPARTMENT FROM MHC KENWORTH EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); 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 to purchase from MHC Kenworth Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard), a 2018 T800 Roll Off Truck at a total price of One Hundred Seventy-Nine Thousand One Hundred Thirteen Dollars and Thirty-Three Cents (\$179,113.33). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2017-2018 budget.

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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

Buying Agency: City of Sherman		Date Prepared: 12/27/2017	
Contract # 521-16			
Product Description: 2018 T800 with SS75-OR-174 Roll Off Galbreath			
Contact Person: Earl Tucker		Item: Base Chassis Bid	\$ 84,718.53
B: Options		Option cost is 90% of MSRP	
ISX12 Cummins 425V	5,684.00		
Allison 4500RDS	28,810.00		
20K front axle attachments	2,243.00		
Wheel differential locks for Dana	2,624.00		
Tandem Hendrickson Haulmaxx 460-46K	4,094.00		
Front Taperleaf springs	1,239.00		
Dana Spicer D46-170H 46K rear axle	3,749.00		
Driveline Dana 1810 series	1,464.00		
Full Steel Insert 105/8	1,950.00		
Air dryer inside RH Rail BOC	726.00		
Fan Hub Horton 2 speed for ISX12	399.70		
Dual power steering gears	1,555.59		
Subtotal Column 1:	\$ 54,538.29	Subtotal Column 2:	\$0.00
Total Options		\$54,538.29	
90% of MSRP applied		49,084.46	
CHASSIS WITH FACTORY OPTIONS		\$ 133,802.99	
TOTAL BODY PRICE	See attached body spec sheet	Heil	\$ 43,932.34
Additional Options:	Spare tires & wheels for front & rear	978.00	
Buy Board Fee		400.00	
Transportation		Included	
DOT Inspection with Fire Extinguisher and Road Flare Kit		Included	
		TOTAL BUY BOARD PRICE	\$179,113.33
Please issue a purchase order to the Buy Board; the Buy Board will notify MHC Kenworth - Dallas, Texas			
Thank you,			
Earl Tucker			

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

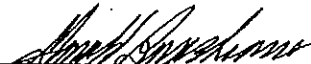
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

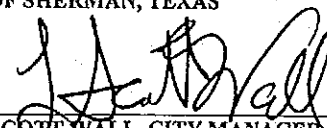
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.11.

Meeting Date: 01/15/2018

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6332**

Authorizing the Purchase of a New 2018 T370 Kenworth with Heil PT1000 Rear Loader Body Rear Load Truck for the Solid Waste Department from MHC Kenworth Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new 2018 T370 Kenworth with Heil PT1000 Rear Loader Body Rear Load Truck from the BuyBoard for use within the Solid Waste Department

Background:

The requested purchase is to replace Unit 601, a 2000 GMC Rear Load with PakMor Body.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new Kenworth Rear Loader will be purchased from MHC Kenworth Equipment for \$155,732,31 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2017-2018 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2018 Kenworth Rear Load through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6332

Kenworth Rear Load Quote

BuyBoard Interlocal Agreement

RESOLUTION NO. 6332

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2018 T370 KENWORTH WITH HEIL PT1000 REAR LOADER BODY REAR LOAD TRUCK FOR THE SOLID WASTE DEPARTMENT FROM MHC KENWORTH EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); 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 to purchase from MHC Kenworth Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard), a 2018 T370 Kenworth with Heil PT1000 Rear Loader Body Rear Load Truck at a total price of One Hundred Fifty-Five Thousand Seven Hundred Thirty-Two Dollars and Thirty-One Cents (\$155,732.31). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2017-2018 budget.

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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



PRICING WORKSHEET

Buying Agency: City of Sherman

Date Prepared: 12/27/2017

Contract # 521-16

Product Description:	2018 T370	Kenworth with Heil PT1000 Rear Loader body
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Contact Person: Randy Smartt, MHC Kenworth

Item:	Base Chassis Bid
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\$ 55,974.32

B: Options

Option cost is 90% of MSRP

Cummins PX-9 330 HP Engine

10,249.40

Allison 3500RDS 6 speed

11,608.00

30.4 CFM compressor

1,788.00

Full Steel Insert

1,497.79

Rear Suspension 31K

1,447.91

Subtotal Column 1:

\$ 26,591.10

Subtotal Column 2:

\$0.00

Total Options

\$26,591.10

90% of MSRP applied

23,931.99

CHASSIS WITH FACTORY OPTIONS

\$ 79,906.31

TOTAL BODY PRICE

See attached body spec sheet

Hei

\$ 74,448.00

Additional Options: Spare tires & wheels for front & rear

978.00

Buy Board Fee	Buyer's Commission	Seller's Commission	Net Proceeds
100	100	100	100

400.00

Transportation

Included

DOT Inspection with Fire Extinguisher and Road Flare Kit

Included

TOTAL BUY BOARD PRICE

\$155,732.31

Please issue a purchase order to the Buy Board; the Buy Board will notify MHC Kenworth - Dallas, Texas

Thank you,

Earl Tucker

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

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NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

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GENERAL PROVISIONS

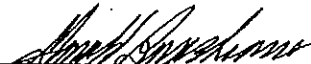
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5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
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7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
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10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

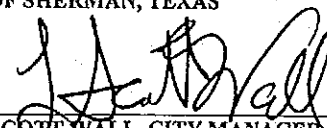
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.12.

Meeting Date: 01/15/2018

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6333**

Authorizing the Purchase of a New 2018 T370 Kenworth Brush Truck with Heil-Epsilon Body for the Solid Waste Department from MHC Kenworth Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new 2018 T370 Kenworth Brush Truck with Heil-Epsilon Body from the BuyBoard for use within the Solid Waste Department

Background:

The requested purchase is to replace Unit 644, a 2008 International with Peterson Loader.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new 2018 T370 Kenworth Brush Truck with Heil-Epsilon Body will be purchased from MHC Kenworth Equipment for \$173,274.34 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2017-2018 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2018 T370 Kenworth Brush Truck through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6333

Kenworth Brush Truck Quote

BuyBoard Interlocal Agreement

RESOLUTION NO. 6333

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2018 T370 KENWORTH BRUSH TRUCK WITH HEIL-EPSILON BODY FOR THE SOLID WASTE DEPARTMENT FROM MHC KENWORTH EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); 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 to purchase from MHC Kenworth Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard), a 2018 T370 Kenworth Brush Truck with Heil-Epsilon Body at a total price of One Hundred Seventy-Three Thousand Two Hundred Seventy-Four Dollars and Thirty-Four Cents (\$173,274.34). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2017-2018 budget.

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 _____, 2018.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

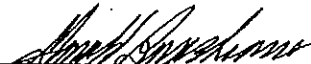
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

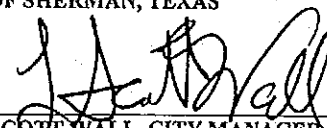
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.1.

Meeting Date: 01/15/2018

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

CHANGE ORDER NO. 1

The Loy Lake Road Project; Vessels Construction a Division of Vescor, Inc.; \$102,217.41 Increase from Contract Price

Issue:

To consider approval of a change order and final payment for the Loy Lake Road Project

Background:

Resolution No. 6081 was approved on May 16, 2016 to begin the Loy Lake Road Project, which includes reconstruction of Loy Lake Road into a four-lane median divided road. The project area is from Sara Swamy Drive to U.S. Highway 82. During the project, there were necessary changes including a curb and gutter line item, the Sara Swamy Handicap Ramp, and changes in the pedestrian control units. This change order includes bid item quantity adjustments made to match field measured quantities. This change order also includes 30 additional working days.

Origination:

Engineering Department

Financial Consideration:

The final price for this project totals out to \$2,046,127.18 and is funded through the Capital Improvement Projects fund. This is a \$102,217.41 increase from the original contract price.

Staff Recommendation:

It is recommended that Change Order No. 1 and final payment for this project be approved.

Alternatives:

As may be directed by City Council

Attachments

Change Order #1 Final Payment

Contractor's Application for Payment

Location Map

Change Order

No. 1 (Final)

Date of Issuance: December 20, 2017

Project: Loy Lake Road (US 82 to Sara Swamy Rd.)	Project No.: PW #2947 Bid No.: 2016-03
Owner: City of Sherman	Date of Contract: October 3, 2016
Contractor: Vessels Construction A Division of Vescor, Inc	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Curb and Gutter Installation b/t Sara Swamy and Pecan Grove, 1955 LF @ \$19.44/LF = \$38,005.20.

Sara Swamy Handicap Ramp Lump Sum, \$33,645.40.

Pedestrian Control Unit at US 82 and Loy Lake \$7,480.

Other misc. items; lime stabilization, manhole adjustment, mail boxes, irrigation systems, water lines.

Justification:

Field changes during construction and adjustment for final quantities for project.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$1,943,909.77

Original Contract Times:

Substantial completion days: 240

Substantial completion date: July 30, 2017

Increase from previously approved Change Orders No. 0 to No. 0:

\$0

Increase from previously approved Change Orders No. 0 to No. 0:

Substantial completion days: 0

Substantial completion date: July 24th, 2017

Contract Price prior to this Change Order:

\$1,943,909.77

Contract Times prior to this Change Order:

Substantial completion days: 0

Substantial completion date: July 24th, 2017

Increase of this Change Order:

\$102,217.41

Increase of this Change Order:

Substantial completion days: 30

Substantial completion date: August 23, 2017

Contract Price incorporating this Change Order:

\$2,046,127.18

Contract Times with all approved Change Orders:

Substantial completion days: 270

Substantial completion date: August 23, 2017

RECOMMENDED:

By: Clint Philpott
Engineer (Authorized Signature)

Date: 12-28-18



ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: Pres.
Contractor (Authorized Signature)

Date: 12-29-17

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: City of Sherman
220 W Mulberry Street
Sherman, TX 75090
(903) 892-4547

From: Vessels Construction
PO Box 28, Sherman, TX
903-870-0428

Sherman
CLASSIC TOWN. BROAD HORIZON.

Project: Loy Lake Road

Contract Start: 10/3/2016

Application No.: Eleven (11)

Calendar Days: 240

Period to: FINAL

Contract Close:

Date: 12/20/2017

Contractor's Application For Payment Change Order Summary

Number	Description	Date Approved	Time Change	Additions	Deductions
	Field Changes	12/2/2016	30	\$87,723.60	
	Unit Price Over / Under Run	12/15/2017		\$14,493.81	
Totals			30	\$ 102,217.41	\$ -

Net change by Change Orders **\$102,217.41**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Vessels Construction

[Signature] Pres.

Original contract sum	<u>\$1,943,909.77</u>
Field Change	<u>\$102,217.41</u>
Contract sum to date	<u>\$2,046,127.18</u>
Materials on Hand	<u>\$0.00</u>
Total Completed and stored to date	<u>\$2,046,127.18</u>
Retainage	<u>\$0.00</u>
Total earned less retainage	<u>\$2,046,127.18</u>
Less previous certificates of payments	<u>\$1,943,820.82</u>

Current payment due **\$102,306.36**

Balance to finish, including retainage **\$0.00**

Engineer's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment for the Amount Certified.

Amount Certified: \$ 102,217.41

This Certification is not negotiable. The Amount Certified is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Engineer:

By: *[Signature]*

Date: 1-2-18

Construction Accounting

DATE: December 20, 2017
ESTIMATE: Eleven (11)
PROJECT: Loy Lake Road
Vessels Construction
PO Box 28, Sherman, TX
903-870-0428

ITEM	DESCRIPTION	EST QTY	Actual QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	REVISED CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TO DATE AMOUNT	% DOLLARS COMPLETE
P01	Mobilization	1	1	LS	\$34,244.00	\$34,244.00	\$34,244.00	1.00	\$30,764.81	0.00	\$0.00	1.00000	\$34,244.00	100.0%
P02	Preraring ROW	1	1	STA	\$34,981.00	\$34,981.00	\$34,981.00	1.00	\$34,981.00	0.00	\$0.00	1.000	\$34,981.00	100.0%
P03	Excavation	4344	4344	CY	\$14.01	\$60,859.44	\$60,859.44	4344.00	\$60,859.44	0.00	\$0.00	4344.00	\$60,859.44	100.0%
P04	Embankment	2588	2588	CY	\$11.11	\$28,752.68	\$28,752.68	2588.00	\$28,752.68	0.00	\$0.00	2588.00	\$28,752.68	100.0%
P05	Lime Treatment	15175	14369	SY	\$3.16	\$47,953.00	\$45,406.04	14369.00	\$45,406.04	0.00	\$0.00	14369.00	\$45,406.04	94.7%
P06	Hydrated Lime	122.918	275	TON	\$172.50	\$21,203.27	\$47,454.94	275.10	\$47,454.94	0.00	\$0.00	275.10	\$47,454.94	223.8%
P07	Conc Paving 8"	13350	13277	SY	\$49.41	\$659,623.50	\$656,016.08	13276.99	\$656,016.08	0.00	\$0.00	13276.99	\$656,016.08	99.5%
P08	4" HMAC (Typ B)	64	0	TON	\$186.96	\$11,965.44	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
P09	2" HMAC (Typ D)	32	1	LS	\$3,103.83	\$6,318.72	\$3,103.83	1.00	\$3,103.83	0.00	\$0.00	1.00	\$3,103.83	49.1%
Driveway Transitions HMAC LS \$3103.83														
P10	Driveways	900	1108	SY	\$45.65	\$41,085.00	\$50,569.45	1107.76	\$50,569.45	0.00	\$0.00	1107.76	\$50,569.45	123.1%
P11	4" Sidewalk	1205	1173	SY	\$39.95	\$48,139.75	\$46,850.25	1172.72	\$46,850.25	0.00	\$0.00	1172.72	\$46,850.25	97.3%
P12	Street Header	186	148	LF	\$16.42	\$3,054.12	\$2,430.16	148.00	\$2,430.16	0.00	\$0.00	148.00	\$2,430.16	79.6%
P13	Conc Median	8	8	EA	\$50.00	\$400.00	\$400.00	8.00	\$400.00	0.00	\$0.00	8.00	\$400.00	100.0%
P14	Landscape Pavers	5050	5050	SF	\$14.40	\$72,720.00	\$72,720.00	5050.00	\$72,720.00	0.00	\$0.00	5050.00	\$72,720.00	100.0%
P15	Curb Ramp	14	12	EA	\$600.00	\$8,400.00	\$7,200.00	12.00	\$7,200.00	0.00	\$0.00	12.000	\$7,200.00	85.7%
P16	Landscape Ramp	3	0	EA	\$100.00	\$300.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
P17	Retaining Wall	685	757	LF	\$30.71	\$21,036.35	\$23,247.47	757.00	\$23,247.47	0.00	\$0.00	757.00	\$23,247.47	110.5%
Dr. Office Retaining Wall														
P18	Barricades, signs traffic	1	1	LS	\$36,850.00	\$36,850.00	\$36,850.00	1.00	\$36,850.00	0.00	\$0.00	1.00	\$36,850.00	100.0%
P19	Refl Pav Marking 4" BRK	1110	1120	LF	\$2.20	\$2,442.00	\$2,464.00	1120.00	\$2,464.00	0.00	\$0.00	1120.00	\$2,464.00	100.9%
P20	Refl Pav Marking 4" SLD	1359	2358	LF	\$2.20	\$2,989.80	\$5,187.60	2358.00	\$5,187.60	0.00	\$0.00	2358.00	\$5,187.60	173.5%
P21	Refl Pav Marking 8" SLD	1147	0	LF	\$3.30	\$3,785.10	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
P22	Refl Pav Marking 24" SLD	714	600	LF	\$8.80	\$6,283.20	\$5,280.00	600.00	\$5,280.00	0.00	\$0.00	600.00	\$5,280.00	84.0%
P23	Refl Pav Marking Arrow	20	22	EA	\$236.50	\$4,730.00	\$5,203.00	22.00	\$5,203.00	0.00	\$0.00	22.00	\$5,203.00	110.0%
P24	Refl Pav Marking 4" SLD	469	675	LF	\$2.20	\$1,031.80	\$1,485.00	675.00	\$1,485.00	0.00	\$0.00	675.00	\$1,485.00	143.9%
P25	Sign and Post Assembly	17	18	EA	\$192.50	\$3,272.50	\$3,465.00	18.00	\$3,465.00	0.00	\$0.00	18.00	\$3,465.00	105.9%
P26	Relocate Mailbox	4	4	EA	\$125.58	\$502.32	\$502.32	4.00	\$502.32	0.00	\$0.00	4.00	\$502.32	100.0%
P27	SWPPP	1	1	LS	\$655.00	\$655.00	\$655.00	1.00	\$655.00	0.00	\$0.00	1.00	\$655.00	100.0%
P28	Erosion Control Fence	3120	3905	LF	\$1.38	\$4,305.60	\$5,388.90	3905.00	\$5,388.90	0.00	\$0.00	3905.000	\$5,388.90	125.2%
P29	Inlet Protection	8	8	EA	\$214.50	\$1,716.00	\$1,716.00	8.00	\$1,716.00	0.00	\$0.00	8.00	\$1,716.00	100.0%
P30	Construction Exits	2	0	EA	\$1,375.00	\$2,750.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
P31	Topsoil	110	110	CY	\$73.60	\$8,096.00	\$8,096.00	110.00	\$8,096.00	0.00	\$0.00	110.00	\$8,096.00	100.0%
P32	Project Sign	2	2	EA	\$440.00	\$880.00	\$880.00	2.00	\$880.00	0.00	\$0.00	2.00	\$880.00	100.0%
D01	18 IN RCP	266	286	LF	\$51.29	\$13,643.14	\$14,668.94	286.00	\$14,668.94	0.00	\$0.00	286.00	\$14,668.94	107.5%
D02	36 IN RCP	5	5	LF	\$98.16	\$490.80	\$490.80	5.00	\$490.80	0.00	\$0.00	5.00	\$490.80	100.0%
D03	48 IN RCP	161	32	LF	\$146.86	\$23,644.46	\$4,699.52	32.00	\$4,699.52	0.00	\$0.00	32.00	\$4,699.52	19.9%
D04	5X5 BOX	1	1	EA	\$4,764.00	\$4,764.00	\$4,764.00	1.00	\$4,764.00	0.00	\$0.00	1.00	\$4,764.00	100.0%
D05	4' MANHOLE	1	1	EA	\$4,211.00	\$4,211.00	\$4,211.00	1.00	\$4,211.00	0.00	\$0.00	1.00	\$4,211.00	100.0%
D06	5' INLET	2	2	EA	\$3,791.00	\$7,582.00	\$7,582.00	2.00	\$7,582.00	0.00	\$0.00	2.00	\$7,582.00	100.0%
D07	10' INLET	5	5	EA	\$4,812.61	\$24,063.05	\$24,063.05	5.00	\$24,063.05	0.00	\$0.00	5.00	\$24,063.05	100.0%
D08	15' INLET	1	1	EA	\$5,842.00	\$5,842.00	\$5,842.00	1.00	\$5,842.00	0.00	\$0.00	1.000	\$5,842.00	100.0%
D09	Trench Protection	433	433	LF	\$1.91	\$827.03	\$827.03	433.00	\$827.03	0.00	\$0.00	433.00	\$827.03	100.0%
W01	8" PVC	940	940	LF	\$28.71	\$26,987.40	\$26,987.40	940.00	\$26,987.40	0.00	\$0.00	940.00	\$26,987.40	100.0%
W02	Connect to Existing 8"	2	4	EA	\$2,010.00	\$8,040.00	\$8,040.00	4.00	\$8,040.00	0.00	\$0.00	4.00	\$8,040.00	200.0%
W03	8" Gate Valve	2	2.59	EA	\$1,951.01	\$3,902.02	\$5,052.03	2.59	\$5,052.03	0.00	\$0.00	2.59	\$5,052.03	129.5%
1 gate valve labor only (city provided parts)														
W04	Water Meter	5	9	EA	\$1,694.15	\$8,470.75	\$15,247.35	9.00	\$15,247.35	0.00	\$0.00	9.00	\$15,247.35	180.0%
W05	FH	2	3.14	EA	\$4,101.76	\$8,203.52	\$12,866.20	3.14	\$12,866.20	0.00	\$0.00	3.14	\$12,866.20	156.8%
2 FH relocated, one extended														
W06	Water line Lowering	3	3	EA	\$1,704.50	\$5,113.50	\$5,113.50	3.00	\$5,113.50	0.00	\$0.00	3.00	\$5,113.50	100.0%
W07	Trench Protection	940	940	LF	\$0.01	\$9.40	\$9.40	940.00	\$9.40	0.00	\$0.00	940.00	\$9.40	100.0%
TS01	24" Drill Shaft	22	22	LF	\$110.00	\$2,420.00	\$2,420.00	22.00	\$2,420.00	0.00	\$0.00	22.00	\$2,420.00	100.0%
TS02	30" Drill Shaft	22	33	LF	\$198.00	\$4,356.00	\$6,534.00	33.00	\$6,534.00	0.00	\$0.00	33.00	\$6,534.00	150.0%
TS03	36" Drill Shaft	104	91	LF	\$209.00	\$21,736.00	\$19,019.00	91.00	\$19,019.00	0.00	\$0.00	91.000	\$19,019.00	87.5%
TS04	48" Drill Shaft	0	0	LF	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	#DIV/0!
TS05	2" Sch 40 PVC	85	90	LF	\$8.80	\$748.00	\$792.00	90.00	\$792.00	0.00	\$0.00	90.00	\$792.00	105.9%
TS06	2" Bore	725	725	LF	\$17.60	\$12,760.00	\$12,760.00	725.00	\$12,760.00	0.00	\$0.00	725.00	\$12,760.00	100.0%
TS07	3" Sch 40 PVC	245	245	LF	\$11.00	\$2,695.00	\$2,695.00	245.00	\$2,695.00	0.00	\$0.00	245.00	\$2,695.00	100.0%
TS08	3" Bore	0	0	LF	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	#DIV/0!

Construction Accounting

DATE: December 20, 2017
ESTIMATE: Eleven (11)
PROJECT: Loy Lake Road
Vessels Construction
PO Box 28, Sherman, TX
903-870-0428

ITEM	DESCRIPTION	EST QTY	Actual QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	REVISED CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TO DATE AMOUNT	% DOLLARS COMPLETE
TS09	4" Sch 40 PVC	150	150	LF	\$13.20	\$1,980.00	\$1,980.00	150.00	\$1,980.00	0.00	\$0.00	150.00	\$1,980.00	100.0%
TS10	4" Bore	850	850	LF	\$19.80	\$16,830.00	\$16,830.00	850.00	\$16,830.00	0.00	\$0.00	850.00	\$16,830.00	100.0%
TS11	No. 4 Wire	272	272	LF	\$2.20	\$598.40	\$598.40	272.00	\$598.40	0.00	\$0.00	272.00	\$598.40	100.0%
TS12	No. 6 Wire	2425	2675	LF	\$1.10	\$2,667.50	\$2,942.50	2675.00	\$2,942.50	0.00	\$0.00	2675.00	\$2,942.50	110.3%
TS13	No. 8 Wire	2876	2876	LF	\$1.10	\$3,163.60	\$3,163.60	2876.00	\$3,163.60	0.00	\$0.00	2876.00	\$3,163.60	100.0%
TS14	No. 12 Wire	670	900	LF	\$0.28	\$187.60	\$252.00	900.00	\$252.00	0.00	\$0.00	900.00	\$252.00	134.3%
TS15	Ground Box	13	13	EA	\$715.00	\$9,295.00	\$9,295.00	13.00	\$9,295.00	0.00	\$0.00	13.00	\$9,295.00	100.0%
TS16	Elec. Service 120/240	2	2	EA	\$4,620.00	\$9,240.00	\$9,240.00	2.00	\$9,240.00	0.00	\$0.00	2.00	\$9,240.00	100.0%
TS17	Install HWY Trf Sig	4	4	EA	\$16,500.00	\$66,000.00	\$66,000.00	4.00	\$66,000.00	0.00	\$0.00	4.00	\$66,000.00	100.0%
TS18	Back Plate (3 sec)	22	22	EA	\$88.00	\$1,936.00	\$1,936.00	22.00	\$1,936.00	0.00	\$0.00	22.00	\$1,936.00	100.0%
TS19	Back Plate (4 sec)	4	4	EA	\$132.00	\$528.00	\$528.00	4.00	\$528.00	0.00	\$0.00	4.00	\$528.00	100.0%
TS20	VEH SIG SEC (GRN)	22	22	EA	\$242.00	\$5,324.00	\$5,324.00	22.00	\$5,324.00	0.00	\$0.00	22.00	\$5,324.00	100.0%
TS21	VEH SIG SEC (GRN ARW)	4	4	EA	\$242.00	\$968.00	\$968.00	4.00	\$968.00	0.00	\$0.00	4.00	\$968.00	100.0%
TS22	VEH SIG SEC (YEL)	22	22	EA	\$242.00	\$5,324.00	\$5,324.00	22.00	\$5,324.00	0.00	\$0.00	22.00	\$5,324.00	100.0%
TS23	VEH SIG SEC (YEL ARW)	8	8	EA	\$242.00	\$1,936.00	\$1,936.00	8.00	\$1,936.00	0.00	\$0.00	8.00	\$1,936.00	100.0%
TS24	VEH SIG SEC (RED)	22	22	EA	\$242.00	\$5,324.00	\$5,324.00	22.00	\$5,324.00	0.00	\$0.00	22.00	\$5,324.00	100.0%
TS25	VEH SIG SEC (RED ARW)	4	4	EA	\$242.00	\$968.00	\$968.00	4.00	\$968.00	0.00	\$0.00	4.00	\$968.00	100.0%
TS26	LED Count Down	12	12	EA	\$506.00	\$6,072.00	\$6,072.00	12.00	\$6,072.00	0.00	\$0.00	12.00	\$6,072.00	100.0%
TS27	TRF SIG CBL 14 AWG 5	1060	1310	LF	\$1.65	\$1,749.00	\$2,161.50	1310.00	\$2,161.50	0.00	\$0.00	1310.00	\$2,161.50	123.6%
TS28	TRF SIG CBL 14 AWG 7	255	460	LF	\$2.75	\$701.25	\$1,265.00	460.00	\$1,265.00	0.00	\$0.00	460.00	\$1,265.00	180.4%
TS29	TRF SIG CBL 14 AWG 10	139	139	LF	\$3.30	\$458.70	\$458.70	139.00	\$458.70	0.00	\$0.00	139.00	\$458.70	100.0%
TS30	TRF SIG CBL 14 AWG 20	1260	1440	LF	\$4.40	\$5,544.00	\$6,336.00	1440.00	\$6,336.00	0.00	\$0.00	1440.00	\$6,336.00	114.3%
TS31	TRF SIG CBL 12 AWG 20	2021	2020	LF	\$1.10	\$2,223.10	\$2,222.00	2020.00	\$2,222.00	0.00	\$0.00	2020.00	\$2,222.00	100.0%
TS32	Trf Sgn 32'	2	2	EA	\$9,900.00	\$19,800.00	\$19,800.00	2.00	\$19,800.00	0.00	\$0.00	2.00	\$19,800.00	100.0%
TS33	Trf Sgn 36'	2	2	EA	\$5,500.00	\$11,000.00	\$11,000.00	2.00	\$11,000.00	0.00	\$0.00	2.00	\$11,000.00	100.0%
TS34	Trf Sgn 44'	4	4	EA	\$7,150.00	\$28,600.00	\$28,600.00	4.00	\$28,600.00	0.00	\$0.00	4.00	\$28,600.00	100.0%
TS35	Trf Sgn 48'	1	1	EA	\$7,150.00	\$7,150.00	\$7,150.00	1.00	\$7,150.00	0.00	\$0.00	1.00	\$7,150.00	100.0%
TS36	Ped Pole	1	4	EA	\$2,750.00	\$2,750.00	\$11,000.00	4.00	\$11,000.00	0.00	\$0.00	4.00	\$11,000.00	400.0%
TS37	Ped Push Bttn	4	4	EA	\$2,750.00	\$11,000.00	\$11,000.00	4.00	\$11,000.00	0.00	\$0.00	4.00	\$11,000.00	100.0%
TS38	APS Push Bttn	13	14	EA	\$825.00	\$10,725.00	\$11,550.00	14.00	\$11,550.00	0.00	\$0.00	14.00	\$11,550.00	107.7%
TS39	Signal Signs	15	15	EA	\$418.00	\$6,270.00	\$6,270.00	15.00	\$6,270.00	0.00	\$0.00	15.00	\$6,270.00	100.0%
TS40	VIVDS Processor	2	2	EA	\$9,460.00	\$18,920.00	\$18,920.00	2.00	\$18,920.00	0.00	\$0.00	2.00	\$18,920.00	100.0%
TS41	VIVDS Camera	8	8	EA	\$1,650.00	\$13,200.00	\$13,200.00	8.00	\$13,200.00	0.00	\$0.00	8.00	\$13,200.00	100.0%
TS42	VIVDS Comm	1897	1897	LF	\$1.65	\$3,130.05	\$3,130.05	1897.00	\$3,130.05	0.00	\$0.00	1897.00	\$3,130.05	100.0%
TS43	Conduit Prep	767	787	EA	\$1.10	\$843.70	\$865.70	787.00	\$865.70	0.00	\$0.00	787.00	\$865.70	102.6%
TS44	Gnd Box Prep	4	4	EA	\$110.00	\$440.00	\$440.00	4.00	\$440.00	0.00	\$0.00	4.00	\$440.00	100.0%
TS45	ILSN 8S	8	8	EA	\$4,180.00	\$33,440.00	\$33,440.00	8.00	\$33,440.00	0.00	\$0.00	8.00	\$33,440.00	100.0%
TS46	Remove Traffic Signal	1	1	EA	\$3,850.00	\$3,850.00	\$3,850.00	1.00	\$3,850.00	0.00	\$0.00	1.00	\$3,850.00	100.0%
TS47	Remove Ped Pole	1	1	EA	\$880.00	\$880.00	\$880.00	1.00	\$880.00	0.00	\$0.00	1.00	\$880.00	100.0%
TS48	Remove Gnd Box	4	4	EA	\$82.50	\$330.00	\$330.00	4.00	\$330.00	0.00	\$0.00	4.00	\$330.00	100.0%
TS49	Remove Signal Head	6	6	EA	\$55.00	\$330.00	\$330.00	6.00	\$330.00	0.00	\$0.00	6.00	\$330.00	100.0%
TS50	Remove Signal Signs	1	1	EA	\$28.00	\$28.00	\$28.00	1.00	\$28.00	0.00	\$0.00	1.00	\$28.00	100.0%
TS51	Remove Signal Pole	2	2	EA	\$1,100.00	\$2,200.00	\$2,200.00	2.00	\$2,200.00	0.00	\$0.00	2.00	\$2,200.00	100.0%
TS52	Remove Sign Pole Assm	2	2	EA	\$1,100.00	\$2,200.00	\$2,200.00	2.00	\$2,200.00	0.00	\$0.00	2.00	\$2,200.00	100.0%
TS53	APS Push Bttn Remove	3	3	EA	\$27.50	\$82.50	\$82.50	3.00	\$82.50	0.00	\$0.00	3.00	\$82.50	100.0%
IL01	Drill Shaft 30" Dia	96	96	LF	\$176.00	\$16,896.00	\$16,896.00	96.00	\$16,896.00	0.00	\$0.00	96.00	\$16,896.00	100.0%
IL02	In RD IL LED Light	12	12	EA	\$6,050.00	\$72,600.00	\$72,600.00	12.00	\$72,600.00	0.00	\$0.00	12.00	\$72,600.00	100.0%
IL03	PVC Sch 40 2"	2185	2185	LF	\$8.80	\$19,228.00	\$19,228.00	2185.00	\$19,228.00	0.00	\$0.00	2185.00	\$19,228.00	100.0%
IL04	PVC Sch 80 2"	20	20	LF	\$11.00	\$220.00	\$220.00	20.00	\$220.00	0.00	\$0.00	20.00	\$220.00	100.0%
IL05	PVC Sch 80 2" (Bore)	280	280	LF	\$17.60	\$4,928.00	\$4,928.00	280.00	\$4,928.00	0.00	\$0.00	280.00	\$4,928.00	100.0%
IL06	Elec Cond No.6 Bare	2445	2445	LF	\$1.10	\$2,689.50	\$2,689.50	2445.00	\$2,689.50	0.00	\$0.00	2445.00	\$2,689.50	100.0%
IL07	Elec Cond No.6 Insulated	5010	5010	LF	\$1.10	\$5,511.00	\$5,511.00	5010.00	\$5,511.00	0.00	\$0.00	5010.00	\$5,511.00	100.0%
IL08	Gnd Box	2	4	EA	\$660.00	\$1,320.00	\$2,640.00	4.00	\$2,640.00	0.00	\$0.00	4.00	\$2,640.00	200.0%
IL09	Elect Service	1	1	EA	\$4,950.00	\$4,950.00	\$4,950.00	1.00	\$4,950.00	0.00	\$0.00	1.00	\$4,950.00	100.0%
I01	Irrigation System	1	1	LS	\$33,550.00	\$33,550.00	\$33,550.00	1.00	\$33,550.00	0.00	\$0.00	1.00	\$33,550.00	100.0%
LA01	3" Tree	22	22	EA	\$418.00	\$9,196.00	\$9,196.00	22.00	\$9,196.00	0.00	\$0.00	22.00	\$9,196.00	100.0%
LA02	7 Gal Shrub	22	22	EA	\$55.00	\$1,210.00	\$1,210.00	22.00	\$1,210.00	0.00	\$0.00	22.00	\$1,210.00	100.0%
LA03	3 Gal Grass	431	431	EA	\$19.80	\$8,533.80	\$8,533.80	431.00	\$8,533.80	0.00	\$0.00	431.00	\$8,533.80	100.0%
LA04	1 Gal Grass	404	404	EA	\$8.80	\$3,555.20	\$3,555.20	404.00	\$3,555.20	0.00	\$0.00	404.00	\$3,555.20	100.0%
LA05	1 Gal Ground Cover	247	247	EA	\$13.20	\$3,260.40	\$3,260.40	247.00	\$3,260.40	0.00	\$0.00	247.00	\$3,260.40	100.0%



Construction Accounting

DATE:
ESTIMATE:
PROJECT:

December 20, 2017
Eleven (11)
Loy Lake Road
Vessels Construction
PO Box 28, Sherman, TX
903-870-0428

ITEM	DESCRIPTION	EST QTY	Actual QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	REVISED CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TO DATE AMOUNT	% DOLLARS COMPLETE
LA06	Conc. Mow Strip	1062	1062	LF	\$11.36	\$12,064.32	\$12,064.32	1062.00	\$12,064.32	0.00	\$0.00	1062.00	\$12,064.32	100.0%
LA07	Tree Protection Fence	2796	0	LF	\$1.59	\$4,445.64	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
LA08														
LA09														
LA10														
LA11	Mulch	420	420	SY	\$5.50	\$2,310.00	\$2,310.00	420.00	\$2,310.00	0.00	\$0.00	420.00	\$2,310.00	100.0%
LA12	Plantingn Mix	140	140	CY	\$30.80	\$4,312.00	\$4,312.00	140.00	\$4,312.00	0.00	\$0.00	140.000	\$4,312.00	100.0%
LA13														
LA14	Sod	8500	8440	SY	\$3.88	\$32,980.00	\$32,747.20	8440.00	\$32,747.20	0.00	\$0.00	8440.00	\$32,747.20	99.3%
LA15	Seed	1000	0	SY	\$0.88	\$880.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
A1	Conc Drive	245	0	SY	\$45.65	\$11,183.24	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
A2	Landscape Pavers	150	0	SF	\$14.40	\$2,158.99	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
A3	Excavation	45	0	CY	\$14.01	\$629.44	\$0.00	0.00	\$0.00	0.00	\$0.00	0.000	\$0.00	0.0%
A4	Lime Trt	270	0	SY	\$3.16	\$852.19	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
A5	Lime Trt	2	0	TON	\$172.50	\$343.99	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
TOTAL						\$1,943,909.77	\$1,958,403.58		\$1,954,924.39		\$0.00		\$1,958,403.58	100.7%



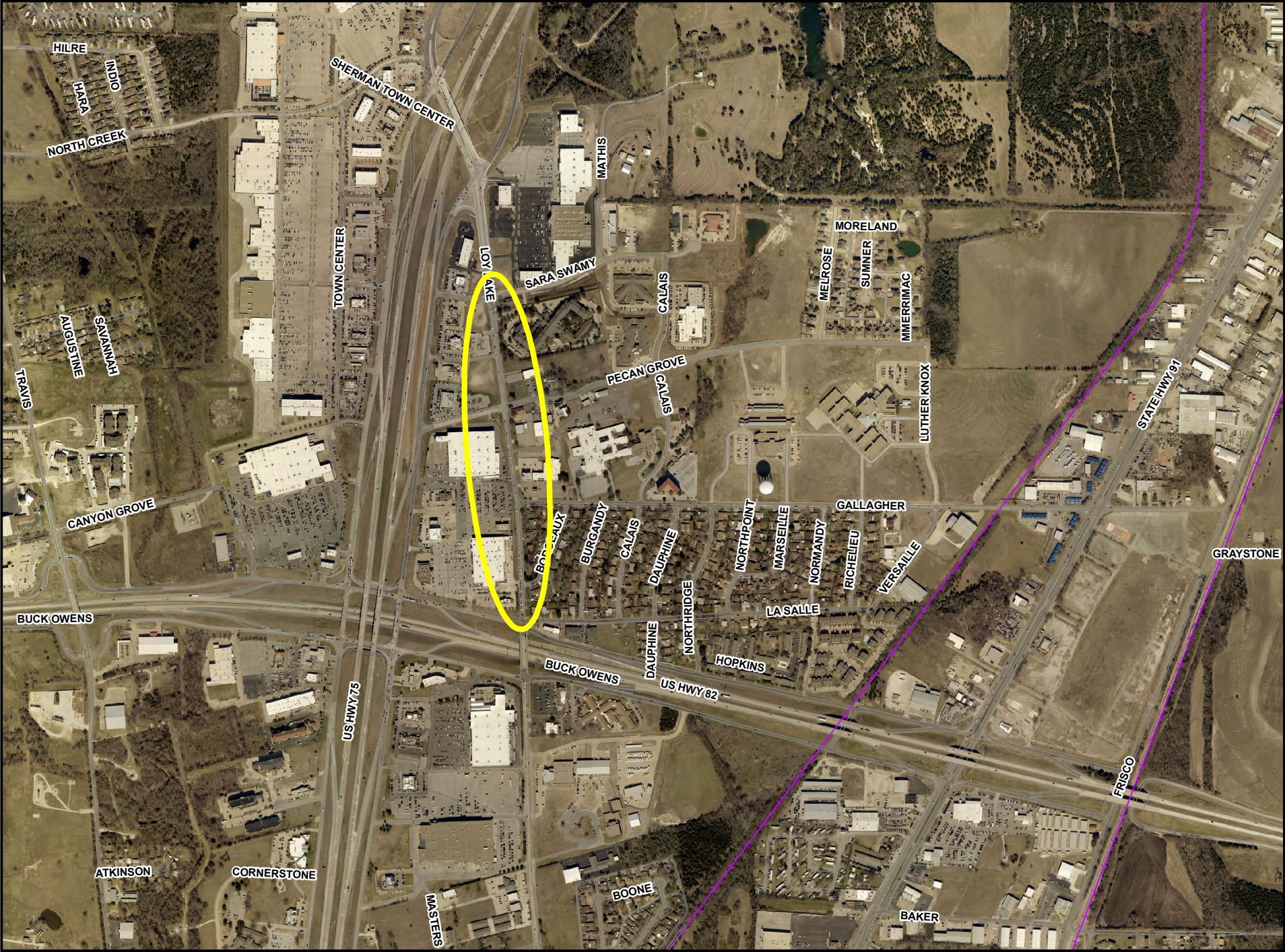
Change Orders

PROJECT:

Loy Lake Road
Vessels Construction
PO Box 28, Sherman, TX
903-870-0428

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TO DATE AMOUNT	% DOLLARS COMPLETE	On File
CHANGE ORDER 1													
1	Curb & Gutter	1955	LF	19.44	\$38,005.20	1955.00	\$38,005.20	0.00	\$0.00	1955.00	\$38,005.20	100.0%	Y
2	Sciortino Irrigation	1	LS	1067	\$1,067.00	1.00	\$1,067.00	0.00	\$0.00	1.00	\$1,067.00	100.0%	Y
3	New Mail Boxes	4	EA	70.7825	\$283.13	4.00	\$283.13	0.00	\$0.00	4.00	\$283.13	100.0%	Y
4	Lower Manhole @ Pecan Grove	1	EA	\$1,602.00	\$1,602.00	1.00	\$1,602.00	0.00	\$0.00	1.00	\$1,602.00	100.0%	
	Adjust Man Holes 10730 & 10627	1	LS	2406.6	\$2,406.60	1.00	\$2,406.60	0.00	\$0.00	1.00	\$2,406.60	100.0%	Y
	Adjust Man Holes 12240	1	LS	1203.3	\$1,203.30	1.00	\$1,203.30	0.00	\$0.00	1.00	\$1,203.30	100.0%	
5	6" DR18 PVC	12	LF	\$26.95	\$323.40	12.00	\$323.40	0.00	\$0.00	12.00	\$323.40	100.0%	
6	6" Gate Valve	1	EA	722.57	\$722.57	1.00	\$722.57	0.00	\$0.00	1.00	\$722.57	100.0%	Y
7	Swamy Ramp	1	LS	33645.4	\$33,645.40	1.00	\$33,645.40	0.00	\$0.00	1.00	\$33,645.40	100.0%	Y
	Rail Fence	1	LS	985	\$985.00	1.00	\$985.00	0.00	\$0.00	1.00	\$985.00	100.0%	
8	Ped Control Unit	1	LS	7480	\$7,480.00	1.00	\$7,480.00	0.00	\$0.00	1.00	\$7,480.00	100.0%	Y
					\$48,368.27			\$87,723.60	\$0.00	Total	\$87,723.60	181.4%	

Loy Lake Road Project



1 inch = 1,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.1.

Meeting Date: 01/15/2018

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Communications Manager Nate Strauch's Presentation on the City of Sherman's Low Income Housing Tax Credit Program (Sherman High Lofts)

Issue:

Communications Manager Nate Strauch will present the Council with a briefing on the City's Low Income Housing Tax Credit Program and the application of Sari & Company thereto.

Background:

Over the course of the last several years, the City has been contacted by numerous developers interested in beginning multi-family housing projects in Sherman. These projects would be funded in significant part through the federal government's Low Income Housing Tax Credit Program (LIHTC, pronounced Lie-tech), which is administered through the Texas Department of Housing and Community Affairs (TDH).

TDH accepts applications each year for proposed LIHTC projects in regions throughout the state and ranks them according to a number of factors, one of which is city support. Thus, when developers contact the City, they are often seeking Sherman's formal support for their projects in order to maximize their chances for approval.

In 2016, City staff developed an approval process through which developers could seek formal support. The City of Sherman's LIHTC policy is, in fact, an amalgamation of policy points gleaned from other cities throughout Texas. The language is designed to give the City of Sherman broad latitude in deciding which projects to support, while also providing developers with clear guidelines as to what is expected of them.

Sari & Company was the first developer to complete a LIHTC application with Sherman. The company would like to transform the former Sherman High School building on King Street into age-restricted, low-income housing. The City issued a letter of formal support in 2017, but the developer withdrew his application from the State due to what he perceived as a low chance of approval. Mr. Sari plans to resubmit his application for the current budget year.

Origination:

City Manager Robby Hefton

Financial Consideration:

The developer is asking for building fee waivers, which are considered a positive scoring item by the State of Texas. Granting waivers will give the application a greater chance of success.

Staff Recommendation:

City staff recommends Council approve a formal letter of support for the Sherman High Lofts project for the 2018 budget year.

Alternatives:

Council could deny the developer's request.

Attachments

LIHTC Policy

Developer Application

CITY OF SHERMAN

LOW INCOME HOUSING TAX CREDIT (LIHTC)

SUPPORT AND FUNDING ASSISTANCE POLICY

Policy Statement: To meet the housing and development objectives of the City of Sherman, it shall be the City's policy to analyze projects requesting support for proposed Low Income Housing Tax Credits (LIHTC). Such analysis is to determine if the projects comply with certain principles and policies in the City's 2009 Comprehensive Master Plan, as well as various other master, strategic, and redevelopment or neighborhood plans adopted by the City of Sherman. The goal of this analysis is to (a) establish if LIHTC projects merit local support and/or funding assistance, and (b) prioritize LIHTC submissions if more than a single proposal is received during an evaluation period. The Office of the City Manager serves as the City's primary staff and point of contact for all LIHTC applications for support.

Evaluation Criteria: The City of Sherman is committed to the goal of improving the quality of life in the city for its residents. As part of this commitment to a comprehensive community development and improvement program, the City supports the development of decent, safe, sanitary, and affordable housing options that provide full and equal access to all persons.

Therefore, in general, the City of Sherman will use the following criteria in evaluation of projects for consideration of City support and/or funding assistance:

- Alignment with the priorities stated in the City's Comprehensive Master Plan;
- Alignment with the City's zoning and ordinances;
- Involvement and support from local stakeholders and neighborhood organizations;
- Impact on existing affordable housing;
- Quality of design;
- Projected longevity of construction;
- Impact on city infrastructure;
- Developments that pay property taxes;
- Demonstrated development team experience;
- Impact on elimination of blight;
- Impact of traffic associated with the project;
- Availability of, and impact on, public transit service;
- Impact on area schools;
- Preservation of environmental assets and/or enhancement of landscaping;
- Impact on surrounding neighborhood(s);
- Amenities and services for residents included at the project;
- Provision of both tax credit and market rate units;
- Level of funding assistance requested;
- Impact of developer's past projects on previous city partners;
- Any other factor relevant to the best interest of the city.

Authority of the City: The City of Sherman reserves the right to deviate from any policy when it considers such action to be in the best interests of the city. In addition, the City may, at its discretion, consider other factors as part of its evaluation of an application for LIHTC project support.

Required Information: Before any project will be evaluated by City staff, each entity requesting support and/or funding assistance must submit the City of Sherman's LIHTC Project Support and Funding Assistance Application with all attachments. The application and list of required documents are available on the City's website at www.ci.sherman.tx.us.

Annual Schedule: Applicants must submit one (1) original and seven (7) copies of their LIHTC application by October 31 of the year prior to which they are seeking support. The deadline is so delineated in order to provide City staff with sufficient time and information to advise the City Council, as well as to ensure all proposed projects for any given year can be weighed in relation to each other.

Meeting with City Staff: Following the submittal of an application, no less than one meeting with the developer, sponsor, and relevant City staff will take place to discuss the proposed project, as well as any issues and concerns identified in the application. Should City staff deem an application acceptable under the criteria listed above, the applicant will be requested to give a presentation to the City Council seeking support approval for their project.

Decisions on Requests of Support: No commitment of support will be provided for a proposed LIHTC project that was denied support by the City Council. An exception can be granted if the applicant has made modifications to the project based on feedback from Council. No commitment of support for a proposed LIHTC project will remain in effect for more than one (1) year from the date of written support.

Substantial Changes: Should a project which receives support and/or funding assistance from the City have a substantial change, including, but not limited to, the following, before the start of construction, the developer must notify the City of Sherman in writing and request a new commitment of support:

- Number of units
- Type of units
- Target population
- Amenities
- Type of construction
- Developer / sponsor / owner
- Assistance required from City
- Final site development plan

Administration of the LIHTC Program: The LIHTC program in the State of Texas is administered by the Texas Department of Housing & Community Affairs. The City of Sherman has no responsibility for application approval for LIHTC projects or for the administration of the LIHTC program.

LOW INCOME HOUSING TAX CREDIT (LIHTC)

APPLICATION FOR SUPPORT AND/OR FUNDING ASSISTANCE

PLEASE NOTE: The City of Sherman reserves the right to fund projects at a lower amount than requested, and the right to deny applications that do not coincide with the City's Low Income Housing Tax Credit Support and Funding Assistance Policy, various strategic and master plans, or policy direction from the Sherman City Council.

1. PROJECT INFORMATION

Developer Name

Project Name

Project Address

Census Tract Number

Elementary School Zone

Middle School Zone

Project Type:

☐ General

☐ Elderly

☐ Supportive Housing

Role of Applicant:

(select all that apply)

☐ Investor

☐ Developer

☐ Other: _____

Applicant is Requesting City Council Resolution:

(select all that apply)

☐ of support

☐ stating no objection

Applicant is Requesting:

☐ Abatement

☐ Reduced Fees

☐ Other: _____

Amount of Financial Assistance Requested: _____

2. APPLICANT INFORMATION

If the applicant is not acting as the developer, please provide all of the information below for the developer, as well as the applicant. If the developer involves multiple entities, is a partnership or joint venture, please provide duplicative information for each, and identify the entity that will serve as the "lead" organization.

Name

Business/Street Address

City

State, ZIP

Telephone #

Contact Person

Contact Telephone #

Email Address

DUNS #

Federal Tax ID #

2. PROJECT DESCRIPTION

Provide a brief project description that addresses all of the following:

- a. Indicate the project location by providing an area map with the property highlighted;
- b. Provide a preliminary site plan and elevations for the proposed project;
- c. Describe the tenant population, income levels, and services, if any, to be provided to or made available to residents;
- d. List basic amenities and unit amenities proposed for the project;
- e. Describe the taxable status of the development. Indicate whether the development will be paying property taxes or if the development will be tax exempt;
- f. Describe current zoning of property. Include a letter from the City of Sherman's Planning Department verifying that the current zoning of the site for the proposed project is compatible with the anticipated use, or include documentation verifying that a request to change current zoning has been submitted;
- g. Include evidence of site control, such as a warranty deed or a current, receipted earnest;
- h. List the proposed number, type, and size of units:

	Total # of Units	# of Affordable Units	# of Market Rate Units	SF of Each Unit
1 BR				
2 BR				
3 BR				
4 BR				
Total Units				

- i. Provide the total number of units servicing each Area Median Gross Income (AMGI) group and the proposed rents (less utility allowances) for low income units and proposed rents for market rate units;
- j. Demonstrate the project's compatibility and alignment with the priorities stated in the City's Comprehensive Master Plan and any other applicable master, strategic, and redevelopment or neighborhood plans adopted by the City of Sherman;
- k. Describe the involvement and support from local stakeholders and neighborhood organizations; include a list of stakeholders and neighborhood associations contacted;
- l. Describe the impact the project is anticipated to have on surrounding neighborhood(s);
- m. Describe the impact the project is anticipated to have on existing affordable housing in the area;
- n. Describe the impact the project is anticipated to have on city infrastructure; including the impact of traffic associated with the proposed project;
- o. Describe the availability of and impact the project is anticipated to have on public transit service;
- p. Describe the impact the project is anticipated to have on area schools;
- q. Indicate if the project will assist in the elimination of blight, the preservation of environmental assets, and/or enhancement of landscaping;
- r. Summarize the key financials of the project, clearly indicating the total project cost, the amount and intended use of City of Sherman funds being requested, and preliminary project financials;

3. DEVELOPMENT TEAM

Identify below the persons or entities anticipated to be involved in the project.

	Development Team Name(s) and Contact Information	Years of Experience	Non-Profit
Owner			
Developer			
Architect			
Engineer			
Construction Lender			
Other Lenders			
General Contractor			
Consultant			
Sub-Contractor			
Sub-Contractor			
Other			
Other			

4. DEVELOPMENT SCHEDULE

Complete the schedule below with anticipated completion dates. Re-order the steps according to the appropriate sequence for your project, and add in any other significant steps integral to your project's development.

	Date(s)
Acquisition and/or holding	
Securing and packaging project financing	
Construction specifications and cost estimates	
Construction bids	
Construction start	
Completion of construction	
Start of Rent-up	
Other:	
Other:	
Other:	

5. PREVIOUS PROJECTS

Provide a list of all other LIHTC projects the developer has completed or has pending. Include information on location, type, number of units, project costs, and project references for ALL previous LIHTC projects. Include a list of additional LIHTC applications you will be submitting to the Texas Department of Housing and Community Affairs. The omission of any previous project in which the principal investors and/or developer have been involved will be considered grounds for dismissal of the application without further review.

6. SUBMISSION INFORMATION

The Office of the City Manager serves as the City's primary staff and point of contact for all LIHTC programs.

Before a project will be evaluated, each applicant requesting support and/or funding assistance must submit a completed application with all attachments by October 31 of the year prior to the year for which the applicant is seeking the city's support.

Completed applications, along with seven (7) copies should be submitted to:

Office of the City Manager
Robby Hefton, City Manager
220 W Mulberry Street
Sherman, TX 75090
903-892-7200

The applicant/developer certifies that the data included in this application and the exhibits attached hereto are true and correct. Any information found to be misleading will mean automatic disqualification under this program. (Unsigned/undated submissions will not be considered).

Legal Name of Developer/Entity

Signature of Authorized Officer

Date

Title



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.2.

Meeting Date: 01/15/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Lot 4, Oaks of Norwood Addition, being all of Lot 4 of the Oaks of Norwood Addition, containing 4.417 acres in the Elijah Hartzog Survey, Abstract No. 540 and the Fielding Bacon Survey, Abstract No. 120; Jeffrey and Laura Hill, Owners; and Underwood Drafting and Surveying, Inc., Surveyor (2320 Shady Oaks Lane)

Issue:

To consider Replat approval of Lot 4 of the Oaks of Norwood Addition, being all of Lot 4 of the Oaks of Norwood Addition, containing 4.417 acres in the Elijah Hartzog Survey, Abstract No. 540 and the Fielding Bacon Survey, Abstract No. 120, located at 2320 Shady Oaks Lane

Background:

The property is located at 2320 Shady Oaks Lane, between Norwood Street and West Lamberth Road. The owners would like to replat the property into two (2) lots for residential development.

Origination:

Jeffrey and Laura Hill (Owners)
Underwood Drafting & Surveying, Inc. (Surveyors)

Financial Consideration:

None

Staff Recommendation:

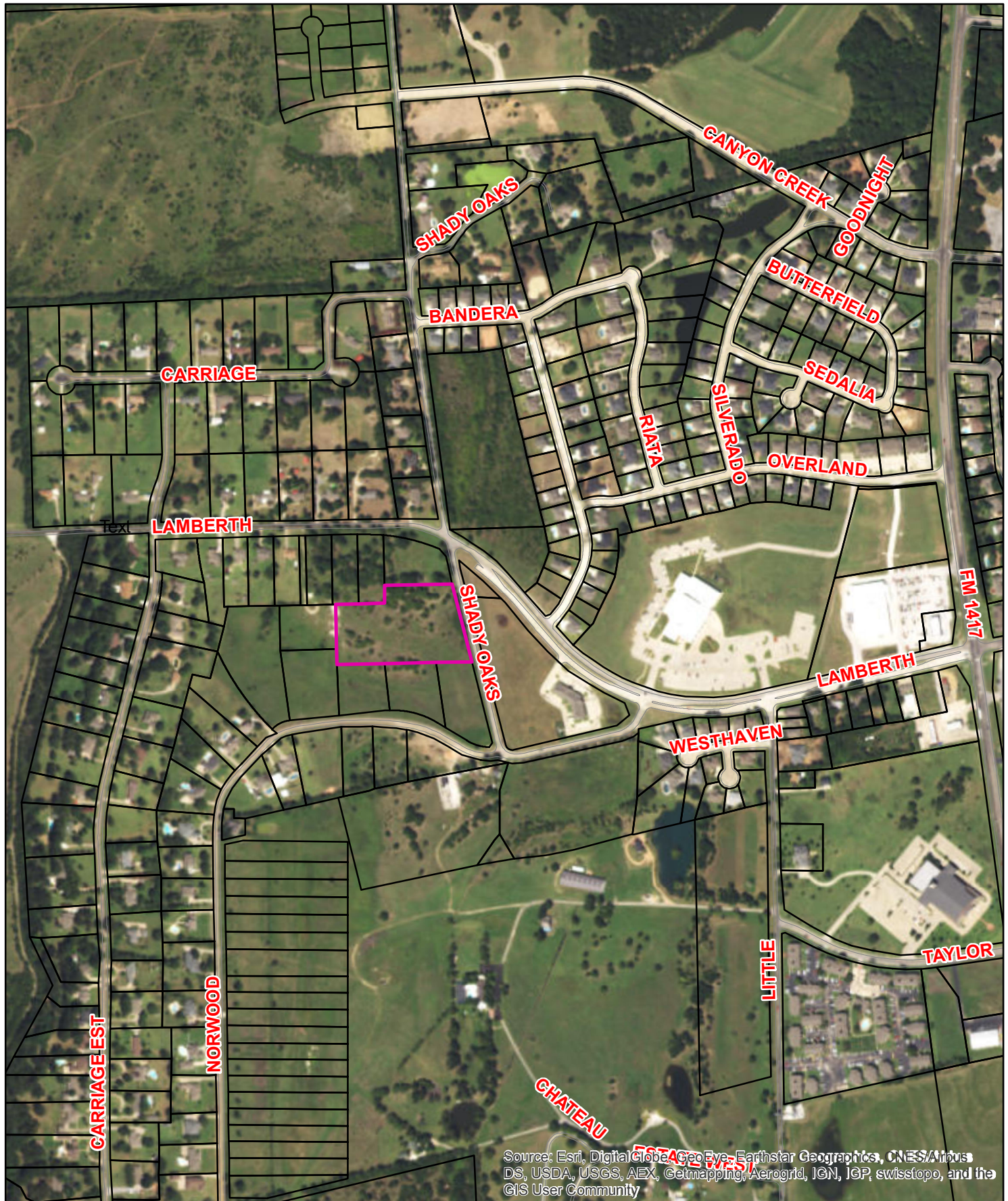
At the December 19, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication

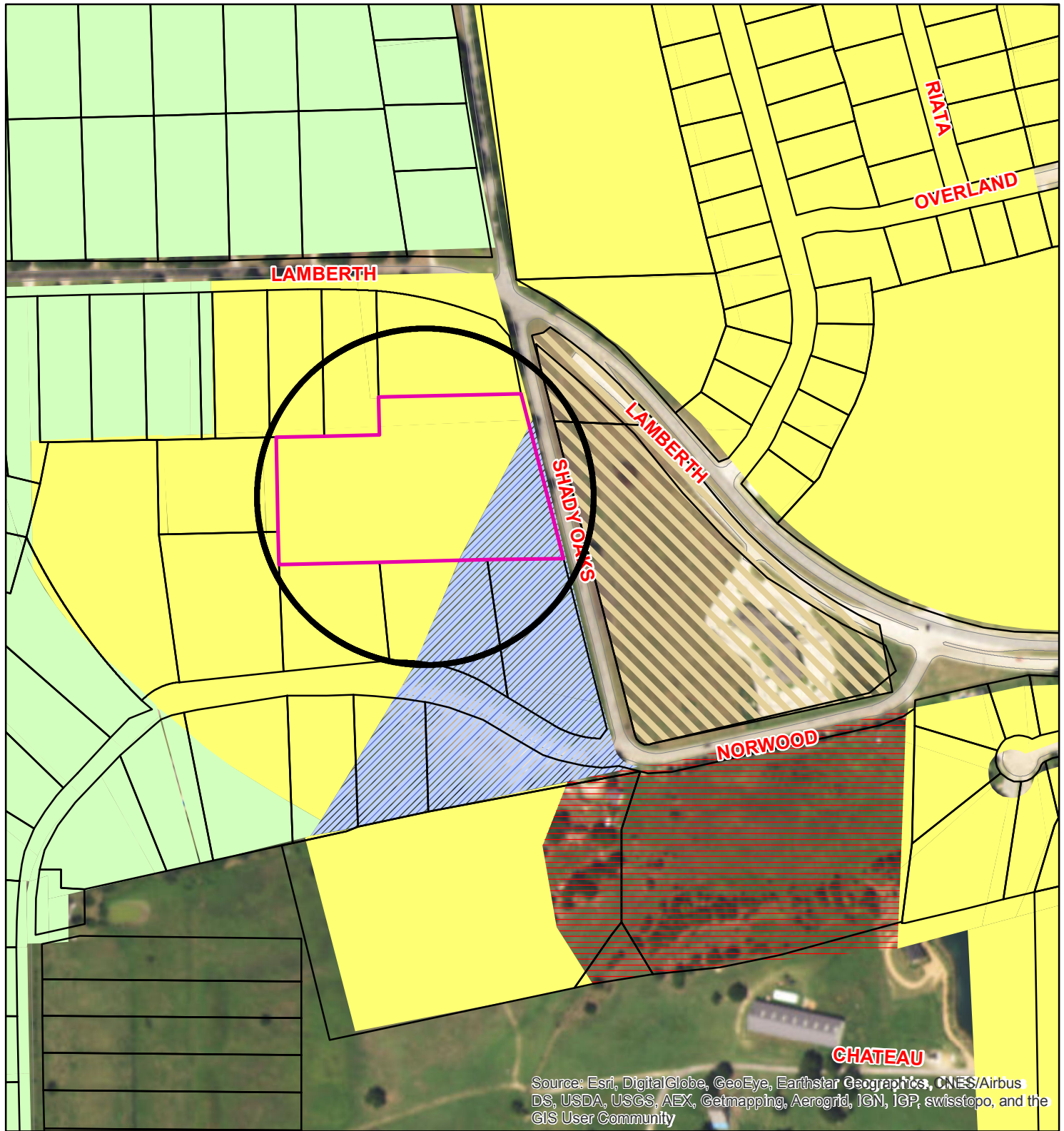


2320 Shady Oaks Lane



1 in = 600 ft

City of Sherman, Texas
Developmental Services Department



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

Zoning - 2320 Shady Oaks Lane

Legend

Special Districts Overlay

DISTRICT_NAME

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

Representation: SHERMGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: SHERMGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

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



NOT TO SCALE

1 in = 300 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

2320 Shady Oaks Lane



STAFF REVIEW LETTER

December 08, 2017

Jeffrey Hill & Laura Hill
505 Elliott Road
Sherman, TX 75092

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Replat of Lot 4, Oaks of Norwood has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 19, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Sewer will be provided by on-site sewage system.
6. Show Private Easement from DGR Development to Jeffrey Hill on Plat (Doc. # 2017-12937, OPRGCT).
7. Coordinate Private Sewer Line with City of Sherman Engineering Department.
8. Water Pro-Rata will be due at the time of development.
9. Any other changes made to the plat prior to the fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
10. 2 Mylars must be submitted in 24"x36" size for recording. 1 mylar must be split to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylars must look the same with the exception of the split line down the middle. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars.

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

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager



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

Agenda Item No. 6.

Meeting Date: 12/19/2017

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

Clay Mahone, Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 2320 SHADY OAKS LANE**

The request of Jeffrey & Laura Hill (Owners) and Underwood Drafting & Surveying, Inc. (Surveyors) concerning the property at 2320 Shady Oaks Lane, being all of Lot 4 of the Oaks of Norwood Addition, containing 4.417 acres in the Elijah Hartzog Survey, Abstract No. 540 and the Fielding Bacon Survey, Abstract No. 120, as follows;

Planning and Zoning Commission

Replat approval of Lot 4, Oaks of Norwood Addition.

Background:

The property is located at 2320 Shady Oaks Lane between Norwood Street and West Lamberth Road. The owners would like to replat the property into two (2) lots for residential development.

Adjacent Zoning:

R-A (Single Family Agricultural) District

R-1 (One Family Residential) District

R-2 (Multi-Family Residential) District

C-O (Office) District

Origination:

Jeffrey & Laura Hill (Owners)

Underwood Drafting & Surveying, Inc. (Surveyors)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

7

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.3.

Meeting Date: 01/15/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of Sherman Crossroads Medical No. 2, being 6.8384 acres in the Preston Kitchen Survey, Abstract No. 667, and in Tract 4 of the Blalock Industrial Park; Sherman Crossroads, LTD, Owners; and Brockette/Davis/Drake, Inc., Civil Engineers/Surveyor (2800-3600 Blocks of South U.S. Highway 75)

Issue:

To consider Final Plat approval of Sherman Crossroads Medical No. 2, being 6.8384 acres in the Preston Kitchen Survey, Abstract No. 667, and in Tract 4 of the Blalock Industrial Park, located in the 2800-3600 blocks of South U.S. Highway 75

Background:

The property is located in the 2800-3600 blocks of South U.S. Highway 75, the northwest corner of U.S. Highway 75 and FM 1417 West (Heritage Parkway); just north of the new West Travis Street extension. The Final Plat was approved at the September 18, 2017 City Council Meeting. The following changes have been made to the plat: the road on the east is now City right-of-way and Medical Drive does not continue to U.S. Highway 75. The owners would like to plat the property into two lots for commercial development.

Origination:

Heritage Development Partners, LLC (Owners)
Brockette/Davis/Drake, Inc. (Civil Engineers/Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the December 19, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

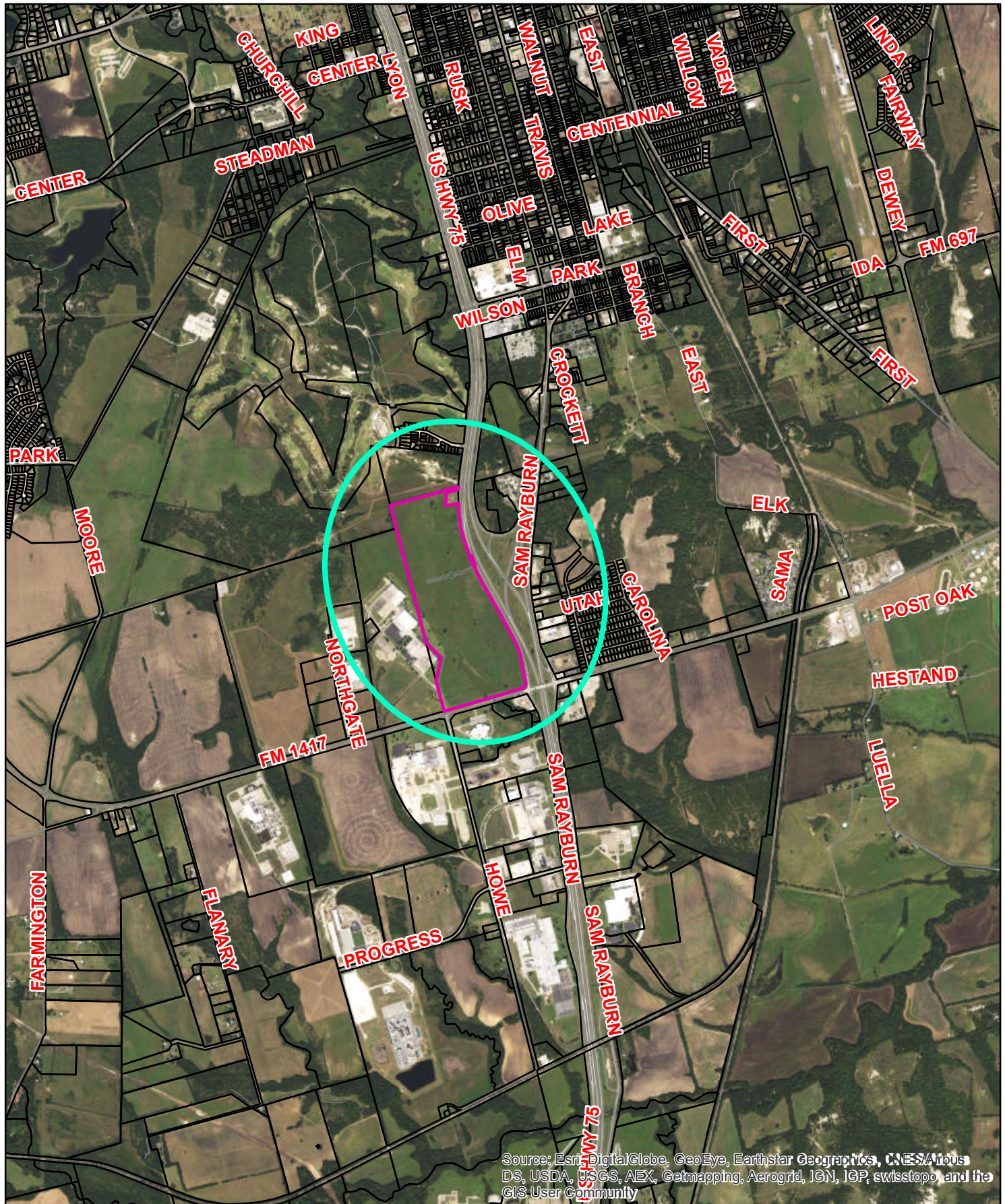
Zoning Map

Zoning Sign Photo

Final Plat

Staff Review Letter

P&Z Communication

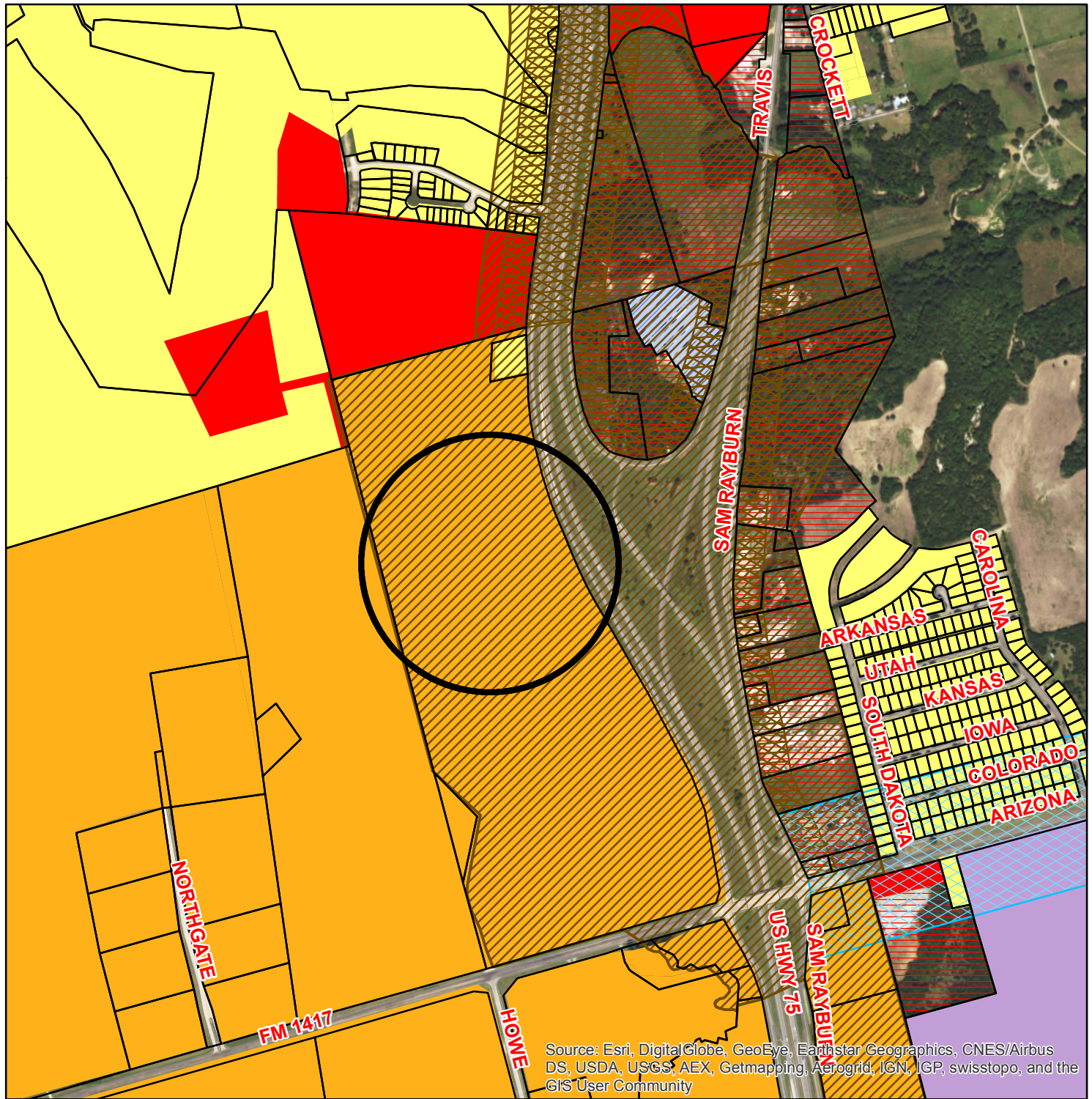


2800-3600 Blocks South U.S. Highway 75



1 in = 2,500 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 2800-3600 Blks. S. US Highway 75

Legend

- CountyParcels_Buffer
- ShermGIS.DBO.CountyParcels selection
- Special Districts Overlay**
 - Arts and Cultural District
 - Blalock Commercial Overlay District
 - Central Business District
 - College Park District
 - Downtown Overlay District
 - Historic Preservation District

Transportation Corridor Zoning Districts

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

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

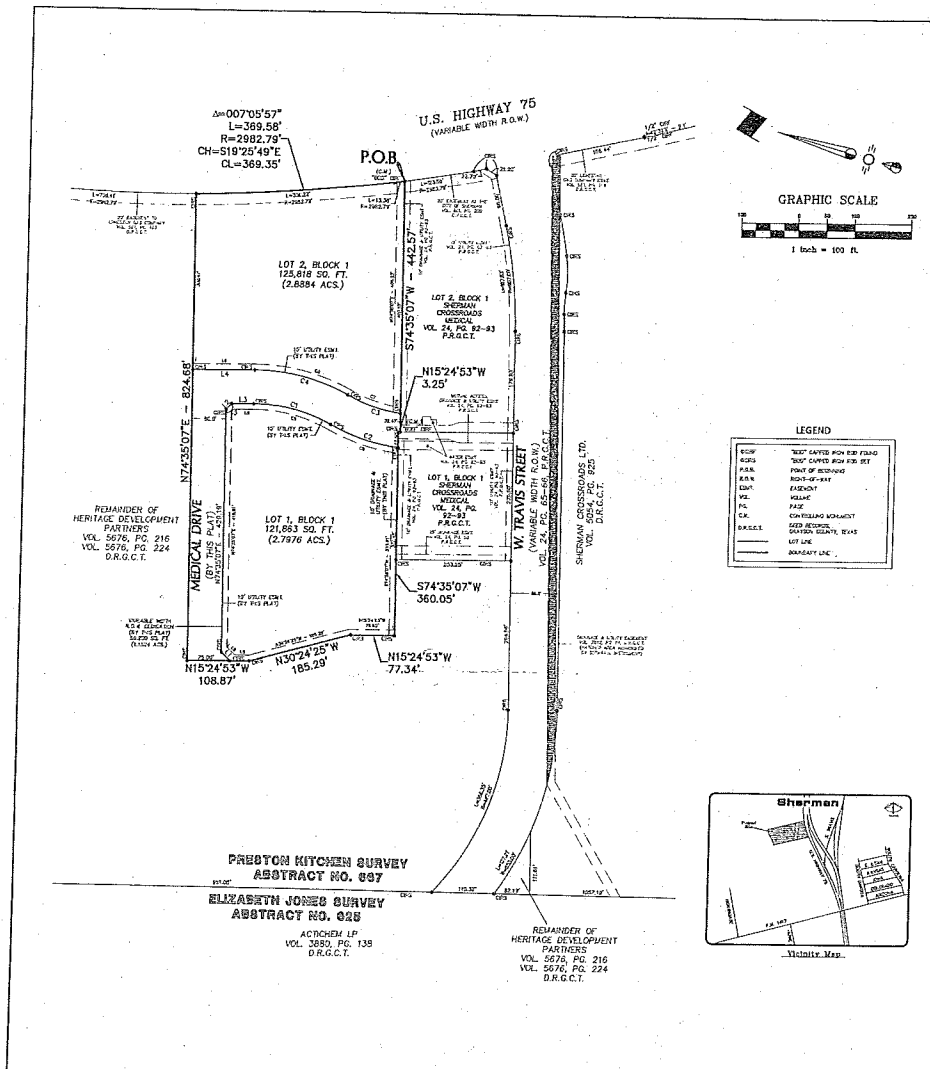


NOT TO SCALE

1 in = 950 ft

2800-3600 Blocks South U.S. Highway 75





FINAL PLAT
SHERMAN CROSSROADS MEDICAL NO. 2
LOTS 1 & 2, BLOCK 1
AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING A PORTION OF THE REMAINDER OF A 4489 ACRES TRACT
AND BEING SITUATED IN THE
PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OWNER:
HERITAGE DEVELOPMENT PARTNERS, LLC
2600 N. U.S. HIGHWAY 75
SHERMAN, TEXAS 75090

SURVEYORS:
BROCKETTE/DAVIS/DRAKE, INC.
Civil & Structural Engineering Surveying
4144 North Central Expressway, Suite 1100
Dallas, Texas 75204
(214) 624-3647
fax (214) 624-7064

PURPOSE OF PLAT:
To create two platted lots.

NOTES:
1. No portion of the subject property lies within any area of 100-year flood according to FEMA's Flood Insurance Rate Map, Community Flood No. 455009 0465 F, dated September 28, 2010. Property is in Zone X.
2. Bearings are based upon the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone 102D.

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SHEET 1 OF 2 NOVEMBER, 2017 C17048 FP.dwg

OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF GRAYSON

HERITAGE DEVELOPMENT PARTNERS, LLC, acting by and through its duly authorized agent, does hereby certify that the plat and map herein described and property on SHERMAN CROSSROADS MEDICAL NO. 2, ABSTRACT NO. 667, City of Sherman, Grayson County, Texas, being 4.834 acres, being part of the remainder of lot 4489 acre tract of land conveyed to Heritage Development Partners, LLC by Special Warranty Deed recorded in Volume 5676, Page 216 and Volume 5676, Page 224 of the Public Records, Grayson County, Texas (D.R.G.C.T.), and being more particularly described as follows:

BEING that a 5/8-inch "000" capped iron rod found in the southeast right-of-way line of U.S. Highway No. 75 (located within R.O.W.) same being the northeast corner of Lot 2, Block 1 of Sherman Crossroads Medical, an addition to the City of Sherman, recorded in Volume 24, Page 92 of the Public Records, Grayson County, Texas (D.R.G.C.T.).

THENCE S 74°52'07" W, along the northeast line of said Lot 1, Block 1, a distance of 442.51 feet to a 5/8-inch "000" capped iron rod found for corner, same being in the northeast line of Lot 2, Block 1 of said Sherman Crossroads Medical;

THENCE N 15°24'53" W, along the northeast line of said Lot 1, Block 1, a distance of 135.5 feet to a 5/8-inch steel rod with yellow plastic cap stamped "000" set for corner;

THENCE S 74°52'07" W, along the northeast line of said Lot 2, Block 1, passing at a distance of 223.50 feet the west corner of said Lot 2, Block 1, continuing for a total distance of 300.03 feet to a 5/8-inch steel rod with yellow plastic cap stamped "000" set for corner;

THENCE over and across said Heritage Development Partners tract the following courses and distances:

N 15°24'53" W, a distance of 77.34 feet to a 5/8-inch steel rod with yellow plastic cap stamped "000" set for corner;

N 32°12'25" W, a distance of 165.29 feet to a 5/8-inch steel rod with yellow plastic cap stamped "000" set for corner;

N 15°24'53" W, a distance of 108.87 feet to a 5/8-inch steel rod with yellow plastic cap stamped "000" set for corner;

THENCE N 74°52'07" E, a distance of 624.63 feet to a 5/8-inch steel rod with yellow plastic cap stamped "000" set for corner in the aforementioned southeast line of said U.S. Highway No. 75 and a non-tangent curve to the left;

THENCE along said non-tangent curve to the left and the southeast line of said U.S. Highway No. 75, through a central angle of 0°02'57", having an arc length of 352.58 feet, a radius of 252.79 feet and above said bearing and distance here S 15°24'53" E, 35.34 feet to the POINT OF BEGINNING, containing 237.651 square feet or 4.834 acres of land, more or less.

OWNER'S CERTIFICATE OF DEDICATION
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS
That HERITAGE DEVELOPMENT PARTNERS, LLC, acting by and through its duly authorized agent, does hereby certify that the plat and map herein described and property on SHERMAN CROSSROADS MEDICAL NO. 2, ABSTRACT NO. 667, City of Sherman, Grayson County, Texas, being 4.834 acres, being part of the remainder of lot 4489 acre tract of land conveyed to Heritage Development Partners, LLC by Special Warranty Deed recorded in Volume 5676, Page 216 and Volume 5676, Page 224 of the Public Records, Grayson County, Texas (D.R.G.C.T.), and being more particularly described as follows:

WITNESS my hand at _____ County, Texas, this ____ day of _____, 2017.

HERITAGE DEVELOPMENT PARTNERS, LLC

By: _____
Richard Williams, Manager

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, on this day personally appeared Richard Williams, Manager, known to me by the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On: _____

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me by the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires On: _____

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me by the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2017, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

Accepted by the City Council of the City of Sherman

Mayor

Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing true and correct copy of the plat and map of SHERMAN CROSSROADS MEDICAL NO. 2 in the City of Sherman was submitted to the City Council on the ____ day of _____, 2017, and the City Council by formal action then and there accepted the dedication of streets, drives, easements, and public places, as shown and set forth in and upon said map and plat, and said City Council further authorized its Clerk to execute the same by signing his name on the following:

Witness my hand and seal of office on this ____ day of _____, A.D. 2017.

City Clerk, City of Sherman, Texas

Line #	Direction	Length
L1	N25°35'53"E	21.24
L2	S69°24'53"E	14.14
L3	S15°24'53"E	34.31
L4	N15°24'53"W	108.31

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	143.41	325.00	020°49'50"	S00°59'58"E	141.90
C2	126.27	330.00	021°55'23"	S02°12'15"W	125.60
C3	62.31	276.00	021°54'18"	N05°24'42"E	58.75
C4	172.60	345.00	028°45'50"	N00°56'58"W	171.77

Line #	Direction	Length
L5	N15°24'53"W	23.42
L6	N25°35'53"E	20.01
L7	S69°24'53"E	5.88
L8	S15°24'53"E	14.17
L9	N15°24'53"W	108.31

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C5	133.34	275.00	028°49'50"	S00°59'58"E	130.92
C6	121.22	340.00	020°23'58"	S03°12'08"W	120.55
C7	60.83	265.00	017°48'47"	N04°30'33"E	60.51
C8	178.62	355.00	028°45'50"	N00°56'58"W	176.75

FINAL PLAT
SHERMAN CROSSROADS MEDICAL NO. 2
LOTS 1 & 2, BLOCK 1
AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING A PORTION OF THE REMAINDER OF A 4489 ACRES TRACT
AND BEING SITUATED IN THE
PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OWNER:
HERITAGE DEVELOPMENT PARTNERS, LLC
2600 N. U.S. HIGHWAY 75
SHERMAN, TEXAS 75090

SURVEYORS:
BROCKETTE/DAVIS/DRAKE, INC.
Civil & Structural Engineering Surveying
4144 North Central Expressway, Suite 1100
Dallas, Texas 75204
(214) 624-3647
fax (214) 624-7064

PURPOSE OF PLAT:
To create two platted lots.

NOTES:
1. No portion of the subject property lies within any area of 100-year flood according to FEMA's Flood Insurance Rate Map, Community Flood No. 455009 0465 F, dated September 28, 2010. Property is in Zone X.
2. Bearings are based upon the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone 102D.

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SHEET 2 OF 2 NOVEMBER, 2017 C17048 FP.dwg

STAFF REVIEW LETTER

December 08, 2017

Heritage Development Partners, LLC
2600 N. U.S. Hwy. 75
Sherman, TX 75090

Brockette/Davis/Drake, Inc.
4144 North Central Expressway, Suite 1100
Dallas, TX 75204

Dear Applicants,

The request for approval of the Final Plat of Sherman Crossroads Medical No. 2 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 19, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. North/South road needs to be named Crossroads Blvd.
6. Water and Sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
7. Development Agreement required for Public Infrastructures.
8. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
9. Overlay District Requirements must be met.
10. Final site plans, utility, drainage and grading plan shall be provided and approved by the City Engineering Department.
11. Any other changes made to the plat prior to the fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
12. 2 Mylars must be submitted in 24"x36" size for recording. 1 mylar must be split to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylars must look the same with the exception of the split line down the middle. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars.

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

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager



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

Agenda Item No. 8.

Meeting Date: 12/19/2017

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

Clay Mahone, Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 2800-3600 BLOCKS S. U.S. HIGHWAY 75**

The request of Heritage Development Partners, LLC (Owners) and Brockette/Davis/Drake, Inc. (Civil Engineers/Surveyor) concerning the property in the 2800-3600 Blocks South U.S. Highway 75, being 6.8384 acres in the Preston Kitchen Survey, Abstract No. 667, and in Tract 4 of the Blalock Industrial Park, as follows:

Planning and Zoning Commission

Final Plat approval of Sherman Crossroads Medical No. 2

Background:

The property is located in the 2800-3600 Blocks of South U.S. Highway 75, the northwest corner of Highway 75 and FM 1417 West; just north of the new West Travis Street extension. The Final Plat was approved at the September 18, 2017, City Council Meeting, the following changes have been made to the plat: the road on the east is now City right-of-way and Medical Drive does not continue to U.S. Highway 75. The owners would like to plat the property into two lots for commercial development.

Adjacent Zoning:

Blalock Industrial Park

Blalock Commercial Overlay District

Origination:

Heritage Development Partners, LLC (Owners)

Brockette/Davis/Drake, Inc. (Civil Engineers/Surveyor)

Master Plan Designation:

Suburban Commercial - Suburban character primarily from reduced site coverage relative to more auto-oriented commercial development. Especially at key community entries and along high-profile corridors, may also involve other criteria to yield less intensive and more attractive development outcomes relative to auto-oriented areas, including higher standards for landscaping (along street frontages and within parking areas), signs, and building design. Range of commercial retail and service uses, at varying scales and intensities depending on the site.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.4.

Meeting Date: 01/15/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Final Plat Approval of The Brooks on Heritage Parkway Addition, being 6.423 acres in the Elizabeth Jones Survey, Abstract No. 625; SSCGC Holdings, LLC, Owner; JNPHM Development, LLC, Developer; and Preston Trail Land Surveying, Surveyor [1305 South F.M. 1417 (Heritage Parkway)]

Issue:

To consider Final Plat approval of The Brooks on Heritage Parkway Addition, being 6.423 acres in the Elizabeth Jones Survey, Abstract No. 625, located at 1305 South F.M. 1417 (Heritage Parkway)

Background:

The property is located at 1305 South F.M. 1417 (Heritage Parkway), between Quail Run Road and West Park Avenue. The property is zoned an R-2 (Multi-Family Residential) District and is also located in the O-1.1 (FM 1417 Overlay) District. The prospective buyer would like to plat the property into one lot for residential development of an apartment complex (The Brooks on Heritage Parkway).

Origination:

SSCGC Holdings, LLC (Owners)
JNPHM Development, LLC (Developer)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the December 19, 2017 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

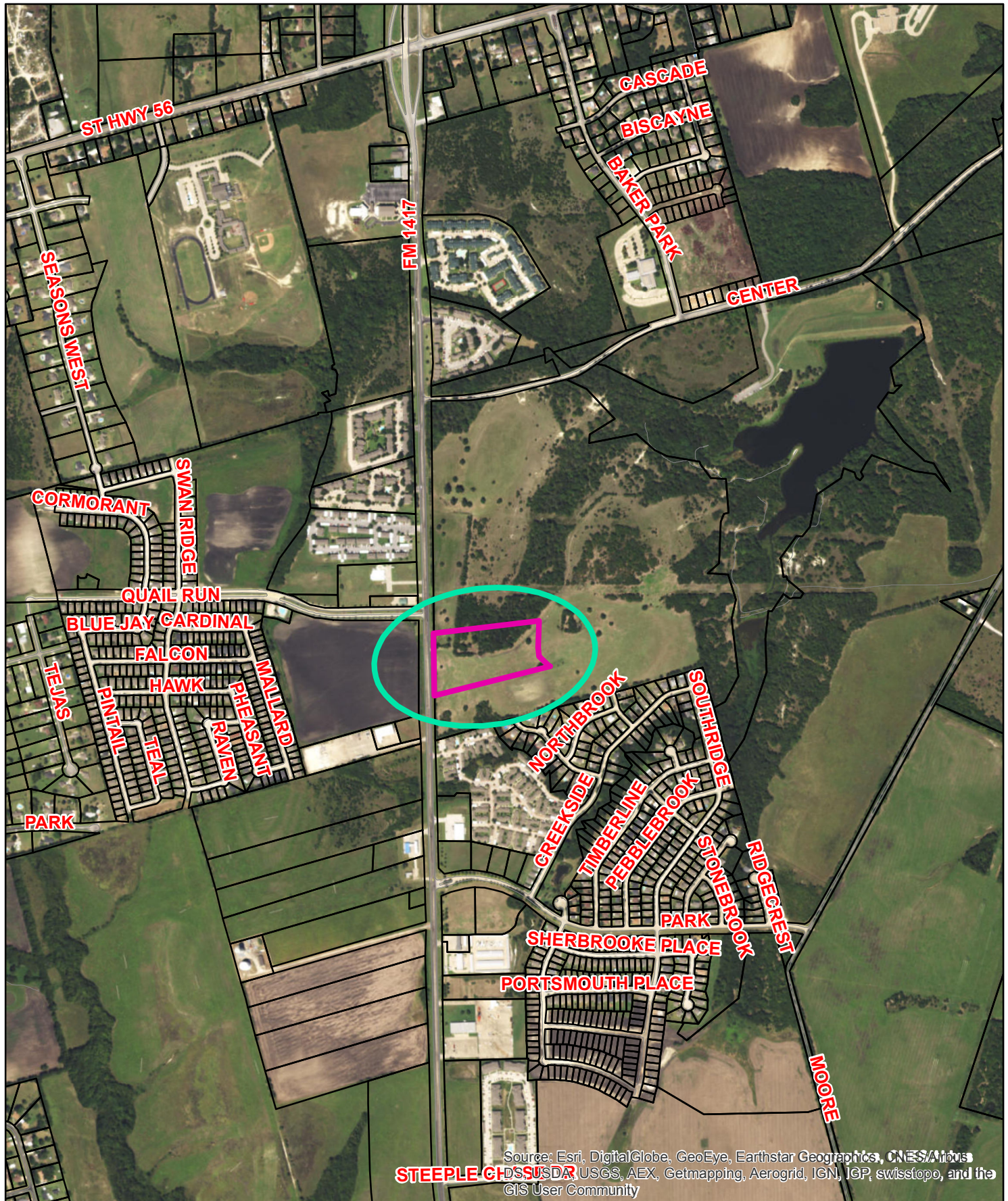
Location Map

Zoning Map

Final Plat

Staff Review Letter

P&Z Communication



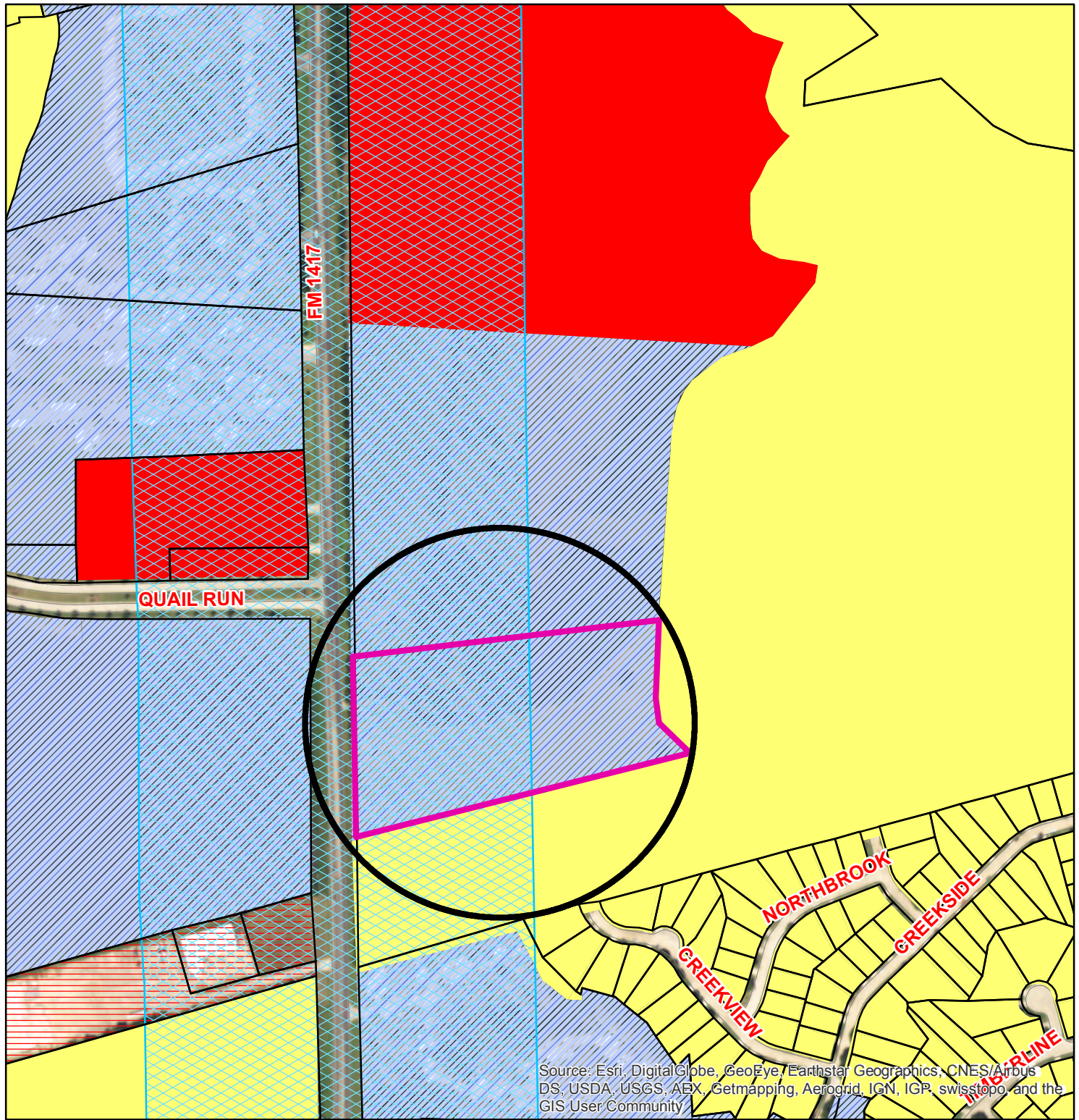
1305 S. FM 1417 (Heritage Parkway)



NOT TO SCALE

1 in = 1,081 ft

City of Sherman, Texas
 Developmental Services Department



Zoning - 1305 S. FM 1417 (Heritage Parkway)



City of Sherman, Texas
Developmental Services Department

Special Districts Overlay

DISTRICT_NAME

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

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District

Legend

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



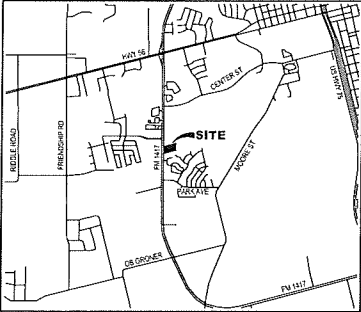
NOT TO SCALE

1 in = 400 ft

LEGEND		
○	SETTLEMENT	P.R.G.C.T. PLAT RECORDS, GRAYSON COUNTY, TEXAS
●	FOUND MONUMENT	O.R.G.C.T. OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
RF	IRON ROD FOUND	
RFC	IRON ROD FOUND W/PLASTIC CAP	
FST	SQUARE TUBE FOUND	VOL. PG. VOLUME, PAGE
CMF	CONCRETE MONUMENT FOUND	U.E. UTILITY EASEMENT
CM	CONTROLLING MONUMENT	D.E. DRAINAGE EASEMENT
R.O.W.	RIGHT-OF-WAY	BOUNDARY LINE
SF	SQUARE FEET	ADJONER LINE
		EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°55'55" E	12.02
L2	N 74°48'32" E	33.19
L3	S 15°11'28" E	24.00
L4	S 74°48'32" W	40.28
L5	S 88°35'59" W	2.02
L6	N 74°48'32" E	33.19
L7	S 74°48'32" W	146.28

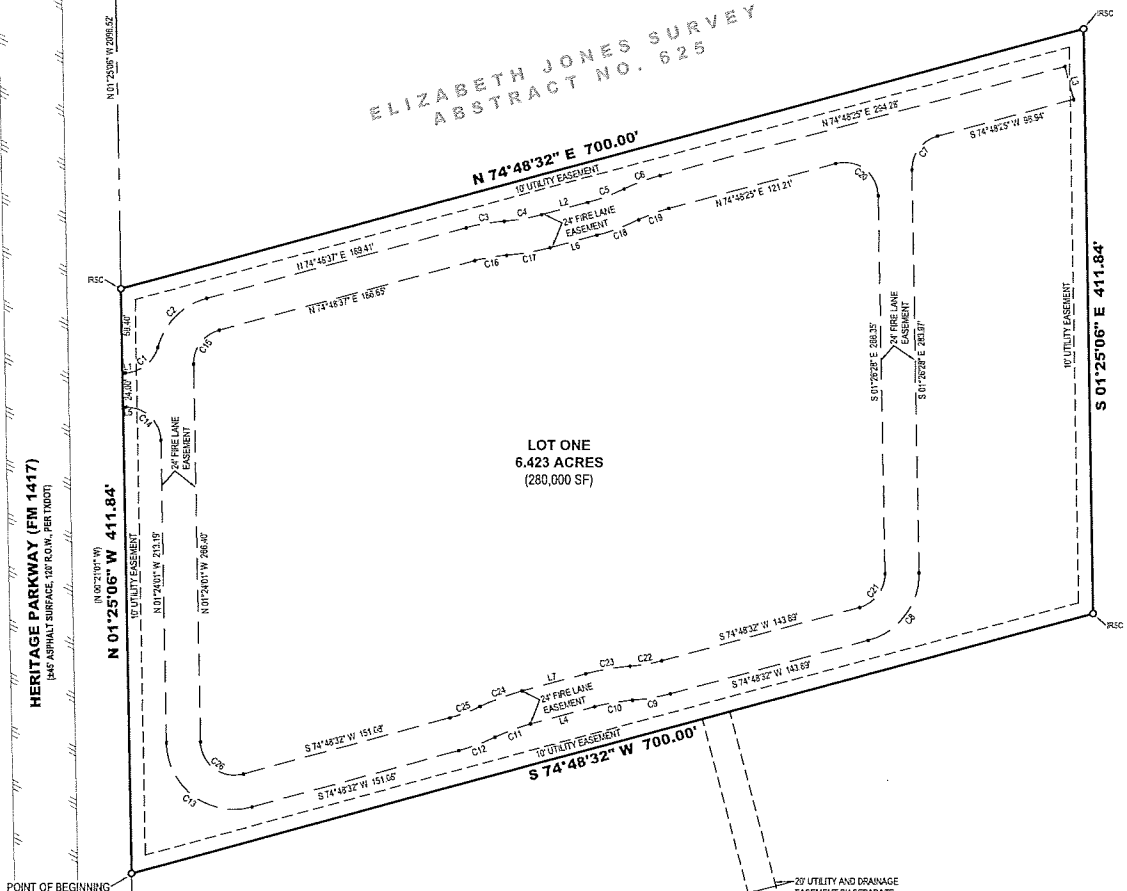
CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	31.13	24.00	74°19'41"	N 51°28'06" E	29.00
C2	50.72	48.00	80°32'12"	N 44°32'27" E	48.39
C3	27.09	148.40	10°38'13"	N 80°08'38" E	27.06
C4	27.09	148.40	10°38'13"	N 80°08'38" E	27.06
C5	27.09	148.40	10°38'13"	N 69°30'25" E	27.06
C6	27.09	148.40	10°38'13"	N 69°30'25" E	27.06
C7	31.54	24.00	78°14'54"	S 36°42'58" W	29.63
C8	63.88	48.00	78°15'00"	S 36°41'02" W	59.27
C9	27.09	148.40	10°38'13"	S 80°08'38" W	27.06
C10	27.09	148.40	10°38'13"	S 80°08'38" W	27.06
C11	27.09	148.40	10°38'13"	S 69°30'25" W	27.06
C12	27.09	148.40	10°38'13"	S 69°30'25" W	27.06
C13	86.95	48.00	103°47'27"	N 53°17'45" W	75.54
C14	37.70	24.00	90°00'00"	N 48°24'01" W	33.94
C15	31.92	24.00	78°12'38"	N 36°42'16" E	29.62
C16	22.65	122.40	10°38'13"	N 80°08'38" E	22.62
C17	31.54	24.00	10°38'13"	N 80°08'38" E	31.49
C18	31.54	24.00	10°38'13"	N 69°30'25" E	31.49
C19	22.65	122.40	10°38'13"	N 69°30'25" E	22.62
C20	43.49	24.00	103°45'06"	S 53°19'02" E	37.78
C21	31.94	24.00	78°15'00"	S 36°41'02" W	29.63
C22	22.65	122.40	10°38'13"	S 80°08'38" W	22.62
C23	31.54	24.00	10°38'13"	S 80°08'38" W	31.49
C24	31.54	24.00	10°38'13"	S 69°30'25" W	31.49
C25	22.65	122.40	10°38'13"	S 69°30'25" W	22.62
C26	43.49	24.00	103°47'27"	N 53°17'45" W	37.77



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4032), North American Datum of 1983.

REMAINDER OF
CALLED 138.88 ACRES
SSCGC HOLDINGS, LLC
TRACT 2
VOL. 5232, PG. 220
O.R.G.C.T.

ELIZABETH JONES SURVEY
ABSTRACT NO. 625



REMAINDER OF
CALLED 138.88 ACRES
SSCGC HOLDINGS, LLC
TRACT 2
VOL. 5232, PG. 220
O.R.G.C.T.

REMAINDER OF
CALLED 138.88 ACRES
SSCGC HOLDINGS, LLC
TRACT 2
VOL. 5232, PG. 220
O.R.G.C.T.

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

FINAL PLAT
THE BROOKS ON HERITAGE PARKWAY ADDITION
6.423 ACRES
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
City of Sherman, Grayson County, Texas

83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

TPS Form No. 1019405	Drawn by: CRN Checked by: BWH	Scale: 1"=60' Date: 11/23/2017	Project No. 17-040 Sheet No. 1 of 2
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FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0400 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

OWNER/DEVELOPER:
JNPHM Development LLC
601 E Taylor Street
Sherman, TX 75090
Ph: 903-893-6188
Contact: Joe Gilbert

ENGINEER:

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Ph: 903-786-6029

OWNER'S CERTIFICATE

WHEREAS JNPHM DEVELOPMENT LLC is the rightful owner of all of that certain tract or parcel of land situated in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, and being part of a called 138.88 acre tract of land described as Tract 2 in the deed to SSCGC Holdings, LLC, recorded in Volume 5232, Page 220, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch Iron rod with plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 8585" (hereinafter referred to as Capped Iron Rod) set for the southwest corner of the herein described tract of land, and on the easterly line of Heritage Parkway (F.M. 1417), and from which a 1/2-inch square tube found for the southwest corner of said 138.88 acre tract bears South 01°25'06" East a distance of 257.40 feet;

THENCE North 01°25'06" West, with the westerly line of said 138.88 acre tract, and with the easterly right-of-way line of said Heritage Parkway, a distance of 411.84 feet to a Capped Iron Rod set for the northwest corner of the herein described tract of land, and from which a TxDOT concrete right-of-way monument found at an angle point on the easterly right-of-way line of said Heritage Parkway bears North 01°25'06" West a distance of 2096.52 feet;

THENCE North 74°48'32" East, crossing said 138.88 acre tract, a distance of 700.00 feet to a Capped Iron Rod set for the northeast corner of the herein described tract of land;

THENCE South 01°25'06" East, continuing across said 138.88 acre tract, a distance of 411.84 feet to a Capped Iron Rod set for the southeast corner of the herein described tract;

THENCE South 74°48'32" West, continuing across said 138.88 acre tract, a distance of 700.00 feet to the POINT OF BEGINNING and enclosing 6.423 acres (280,000 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That JNPHM DEVELOPMENT LLC, does hereby adopt this plat designating the hereinbefore described property as **THE BROOKS ON HERITAGE PARKWAY ADDITION**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: JNPHM DEVELOPMENT LLC

By: _____
Joe E. Gilbert

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joe E. Gilbert, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20____.

Notary Public in and for the State of Texas

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

Mayor, City of Sherman, Texas Date _____

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **THE BROOKS ON HERITAGE PARKWAY ADDITION** to the City of Sherman was submitted to the City Council on the ____ day of _____, 20____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this ____ day of _____, A.D. 20____.

Clerk, City of Sherman, Texas

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

Chris R. Noah Date _____
Registered Professional Land Surveyor No. 6585

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Accepted this ____ day of _____, 20____, by the City
Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____

Secretary _____

FINAL PLAT
THE BROOKS ON HERITAGE PARKWAY ADDITION
6.423 ACRES
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
City of Sherman, Grayson County, Texas

83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

TPS Form No. 1019405	Drawn by: CRN Checked by: BWH	Scale: 1"=60' Date: 11/23/2017	Project No. 17-040 Sheet No. 2 of 2
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OWNER/DEVELOPER:
JNPHM Development LLC
601 E Taylor Street
Sherman, TX 75090
Ph: 903-893-6188
Contact: Joe Gilbert

ENGINEER:

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Ph: 903-786-6029

STAFF REVIEW LETTER

December 08, 2017

JNPHM Development, LLC
801 E. Taylor St.
Sherman, TX 75090

Preston Trail Land Surveying
83453 N. S.H. 289, Suite 5
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Final Plat of The Brooks on Heritage Parkway Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 19, 2017 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for all streets shall be shown on the plat.
5. Additional Right-of-Way will be required along FM 1417 (Heritage Parkway) for expansion of FM 1417 (Heritage Parkway).
6. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
7. Final site plans, utility, drainage and grading plan shall be provided and approved by the City Engineering Department.
8. Water Pro-Rata will be due at the time of development. Verify service to 3-story buildings.
9. Sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
10. Internal water and sewer lines will be privately owned and maintained.
11. Verify fire lane requirements with Fire Marshall.
12. Remove Fire Lane Easement from plat.
13. Entrances/Exits off of F.M. 1417 will be Right-in, Right-out only.
14. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

15. 2 Mylars must be submitted in 24"x36" size for recording. 1 mylar must be split to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description and the other page must have the image. Both mylars must look the same with the exception of the split line down the middle. Both split pages must include the Subdivision Name block. Submit digital image to the Engineering department for approval prior to printing mylars.

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

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager



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

Agenda Item No. 14.

Meeting Date: 12/19/2017

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

Clay Mahone, Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 1305 S. FM 1417 (HERITAGE PARKWAY)**

The request of SSCGC Holdings, LLC (Owners), JNPHM Development, LLC (Developer) and Preston Trail Land Surveying (Surveyor) concerning the property located at 1305 South FM 1417 (Heritage Parkway), being 6.423 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning and Zoning Commission

Final Plat approval of The Brooks on Heritage Parkway Addition

Background:

The property is located at 1305 South FM 1417 (Heritage Parkway) between Quail Run Road and West Park Avenue. The property is zoned an R-2 (Multi-Family Residential) District and also located in the O-1.1 (FM 1417 Overlay) District. The prospective buyer would like to plat the property into one lot for residential development of an apartment complex (The Brooks on Heritage Parkway).

Adjacent Zoning:

R-2 (Multi-Family Residential) District

R-1 (One Family Residential) District

Origination:

SSCGC Holdings, LLC (Owners)

JNPHM Development, LLC (Developer)

Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F.5.

Meeting Date: 01/15/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Site Plan Approval for Heritage Development Partners, LLC, Owners; Brockette/Davis/Drake, Inc., Civil Engineers/Surveyor; and Curtis Group Architects, LTD, Architect under Ordinance No. 2252, Article IV, Section 410(2)(j) to allow a Medical Office Building (Crossroads Medical Office Building) in the Blalock Industrial Park/Blalock Commercial Overlay District in the 2800-3600 Blocks of South U.S. Highway 75

Issue:

Site plan approval for a medical office building for Heritage Development Partners, LLC, Owners; Brockette/Davis/Drake, Inc. (Civil Engineers/Surveyor), and Curtis Group Architects, LTD, Architect for a medical office building in the Blalock Industrial Park/Blalock Commercial Overlay District in the 2800-3600 blocks of South U.S. Highway 75

Background:

The property is located in the 2800-3600 blocks of South U.S. Highway 75, the northwest corner of U.S. Highway 75 and F.M. 1417 West (Heritage Parkway); just north of the new West Travis Street extension. The property is located in the Blalock Industrial Park and also in the Blalock Commercial Overlay District.

The following items have been approved for the property:

- July 6, 2015 - Exception and conceptual site plan approval to allow a medical hospital.
- August 17, 2015 - Conceptual master plan for Sherman Crossroads; the master plan included retail sites with a movie theater, hotel and medical center.
- October 17, 2016 - Final Plat Approval (Sherman Crossroads, Phase 1, ROW W. Travis Street) dedicating the right-of-way for the extension of Travis Street to the west and providing access to the Sherman Crossroads Development.
- November 7, 2016 - Site plan approval for Crossroads Emergency Room and Davita Medical Office Building. Amended Final Plat approval for Sherman Crossroads Medical Addition, Lots 1 & 2, Block 1.
- September 18, 2017 - Site plan approval for a medical office building and exception to allow 202 parking spaces in lieu of the required 206 spaces for the Medical Office Building. Final Plat Approval - Sherman Crossroads Medical No. 2.

The Final Plat (Sherman Crossroads Medical No. 2) has changed slightly: the road on the east is now City right-of-way and Medical Drive does not continue to U.S. Highway 75. They have changed the site plan to accommodate those changes. They would like to construct a 41,056 square foot, two-story medical office building north of the Sherman ER and Davita Medical Office Building. The exterior finish on the building will be brick veneer, aluminum composite panels, concrete panels and stone veneer.

Origination:

Heritage Development Partners, LLC (Owners)
Brockette/Davis/Drake, Inc. (Civil Engineers/Surveyor)
Curtis Group Architects, LTD (Architect)

Financial Consideration:

None

Staff Recommendation:

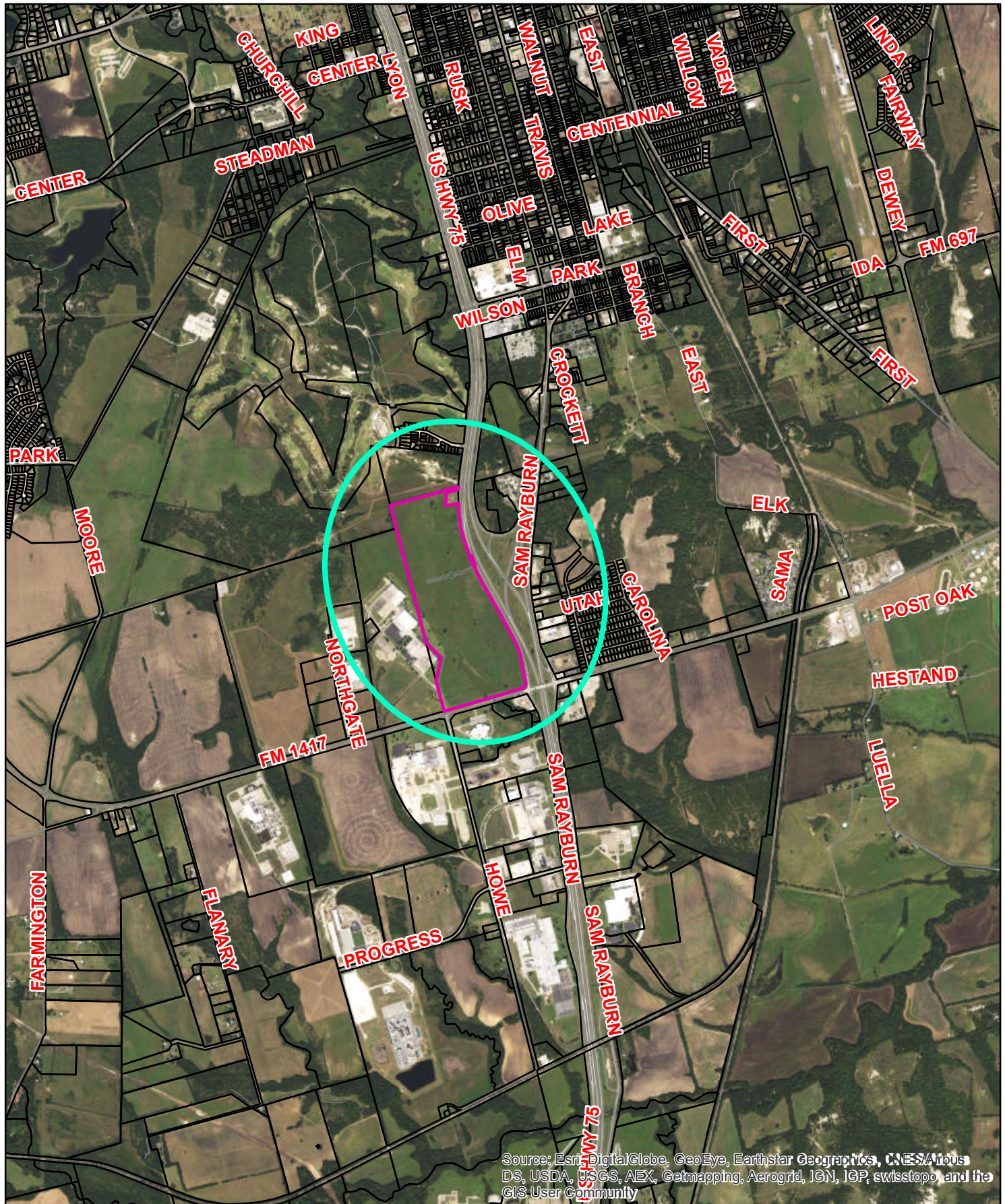
At the December 19, 2017 regular meeting, the Planning & Zoning Board voted 7/0 to recommend to the City Council that the site plan be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Elevations
Landscaping Plan
Staff Review Letter
P&Z Communication



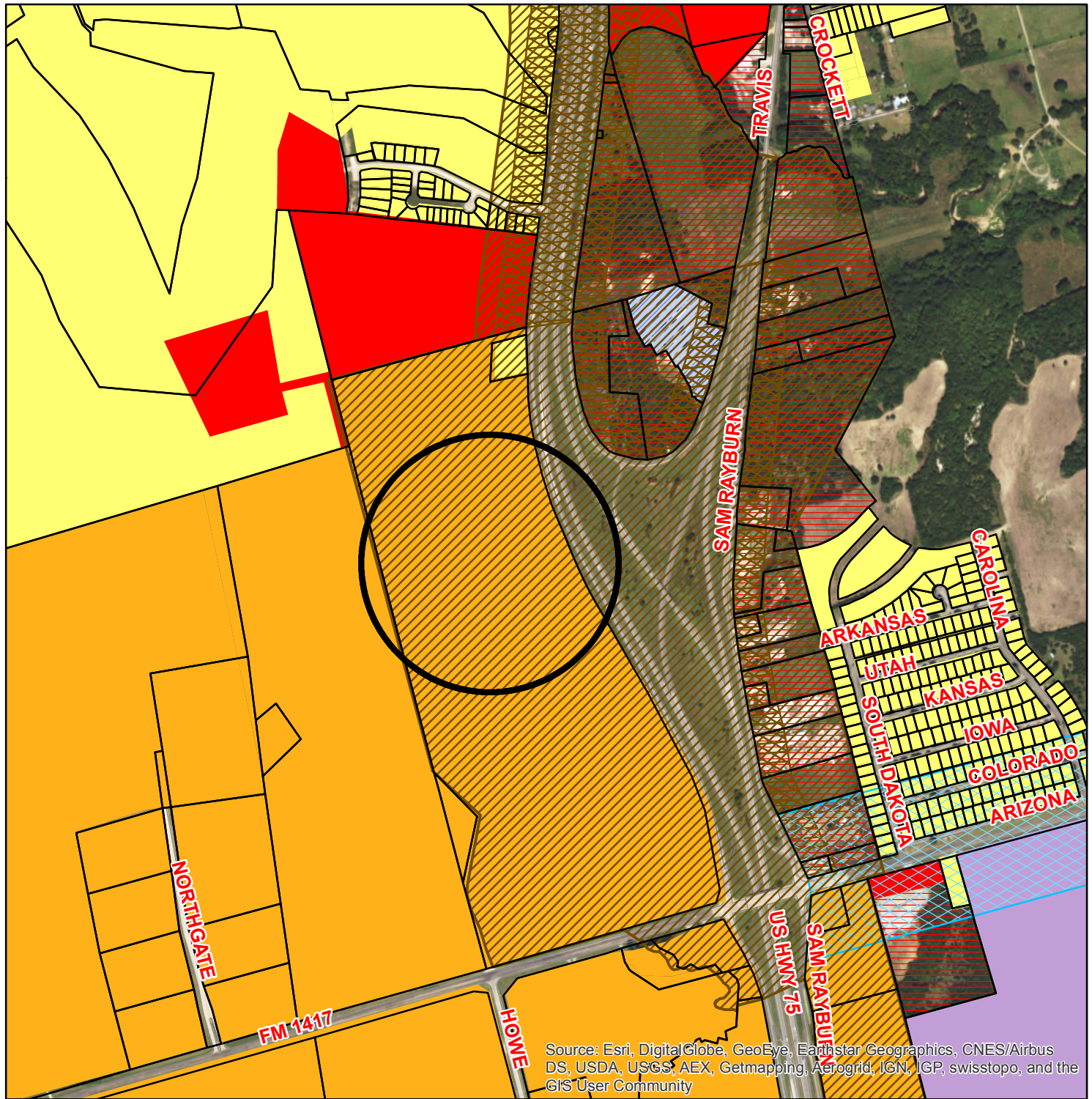
2800-3600 Blocks South U.S. Highway 75



NOT TO SCALE

1 in = 2,500 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 2800-3600 Blks. S. US Highway 75

Legend

- CountyParcels_Buffer
- ShermGIS.DBO.CountyParcels selection
- Special Districts Overlay**
 - Arts and Cultural District
 - Blalock Commercial Overlay District
 - Central Business District
 - College Park District
 - Downtown Overlay District
 - Historic Preservation District

Transportation Corridor Zoning Districts

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

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

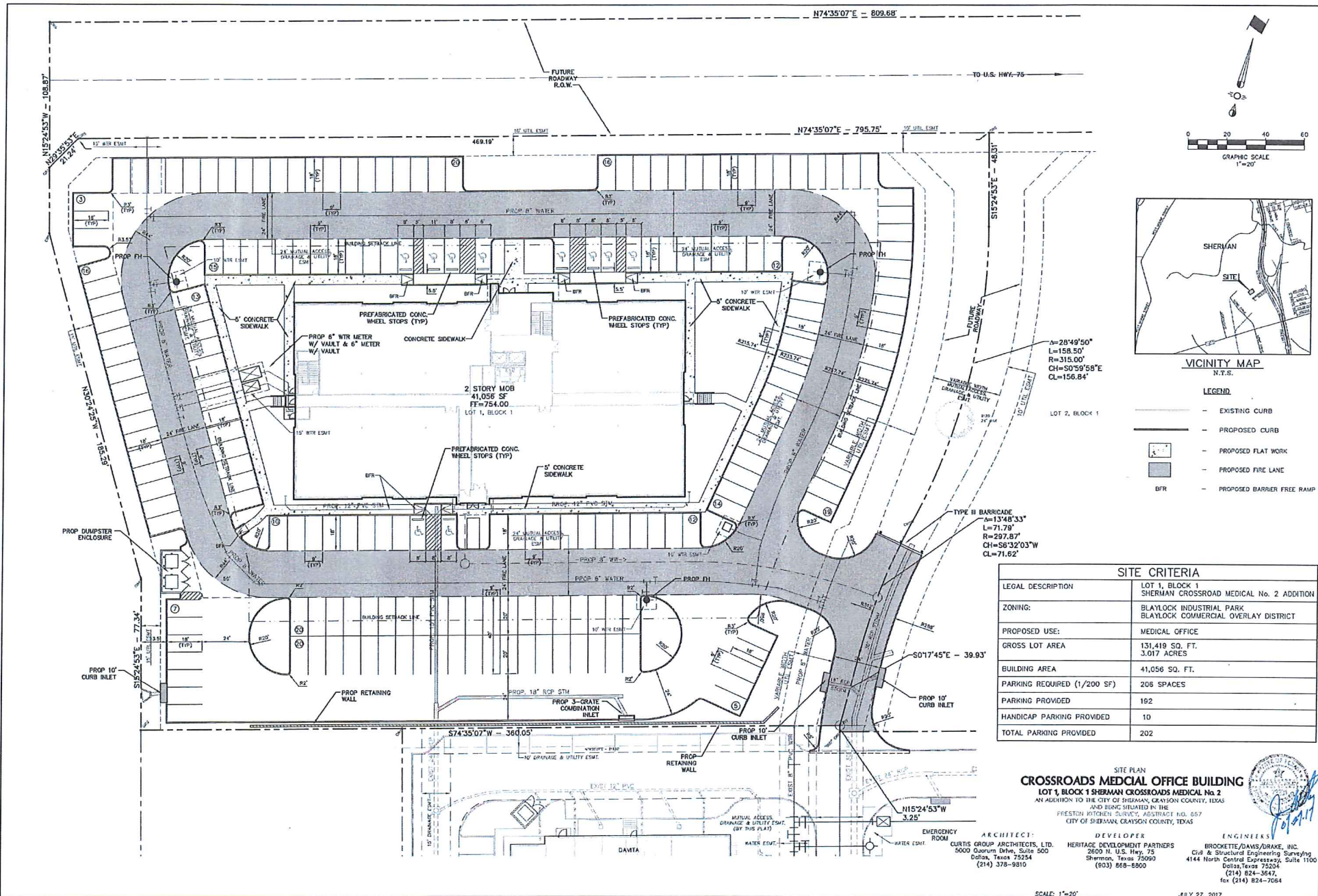


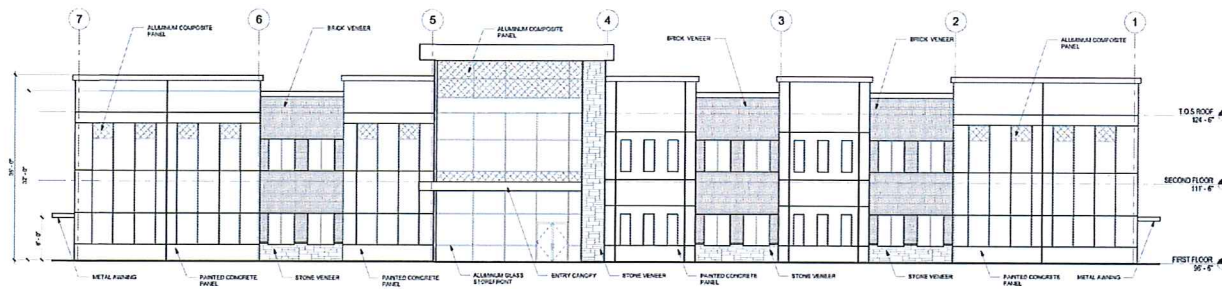
NOT TO SCALE

1 in = 950 ft

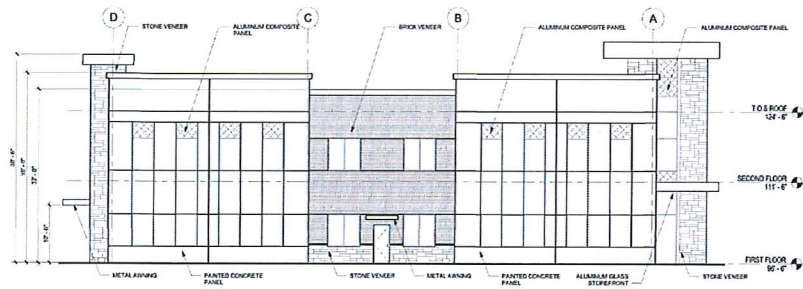
2800-3600 Blocks South U.S. Highway 75



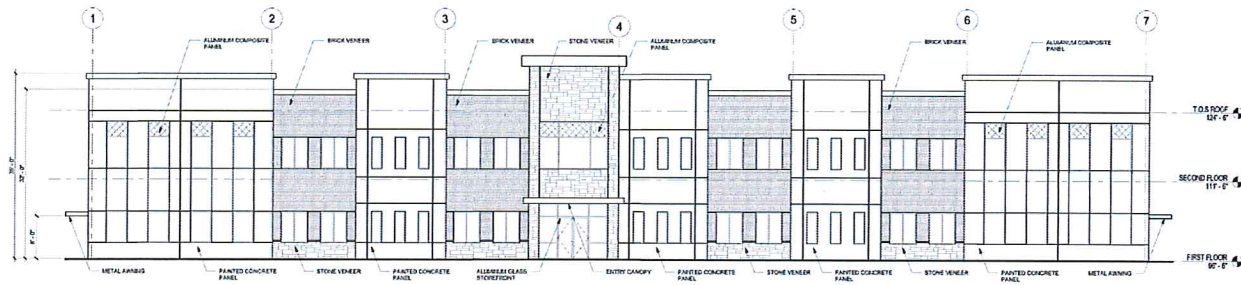




NORTH ELEVATION



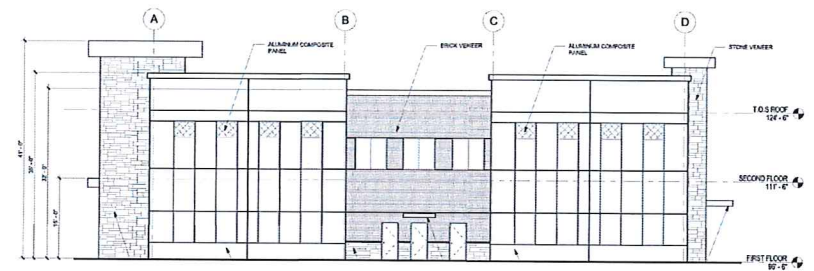
EAST ELEVATION



SOUTH ELEVATION



PERSPECTIVE MAIN ENTRY



WEST ELEVATION



PERSPECTIVE AT SOUTH ENTRY

SHERMAN
Medical Office Building

07/17/2017



NORTH ELEVATION



EAST ELEVATION

PERSPECTIVE AT ENTRY



WEST ELEVATION



SOUTH ELEVATION

STAFF REVIEW LETTER

December 13, 2017

Sherman Crossroads LTD
% Harkinson Investment Corp
4560 Belt Line Rd., Ste. 400
Addison, TX 75001

Heritage Development Partners
2600 N. U.S. Highway 75
Sherman, TX 75090

Brockette/Davis/Drake, Inc.
4144 North Central Expressway, Ste. 1100
Dallas, TX 75204

Curtis Group Architects, LTD
5000 Quorum Drive, Ste. 500
Dallas, TX 75254

Dear Applicants,

The request for site plan approval to allow a medical office building (Crossroads Medical Office Building) in the Blalock Industrial Park/Blalock Commercial Overlay District. for the property located in the 2800-3600 Blocks of South U.S. Highway 75 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 19, 2017 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the Blalock Industrial Park Ordinance and the Blalock Commercial Overlay District Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. All parking shall be on private property and shall not encroach into U.S. Highway 75 access road right-of-way or dedicated street right-of-way.
4. Parking and service driveways are permitted on paved surfaces only; concrete or asphalt.
5. A parking space is considered to be 9'x20'.
6. The trash dumpster will need to be located inside the main building area and screened.
7. Shall comply with all EPA, City, Federal and State regulations for this use.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. Platting of the property is required.
11. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
12. The location of the trash receptors must be approved by the Public Works Department.
13. Detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.

14. Final site plans, utility, drainage and grading plan shall be provided and approved by the City Engineering Department.
15. Water and sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
16. Development Agreement required for Public Infrastructure.

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

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

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

Respectfully,



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

CC: Robby Hefton, City Manager
Mark Gibson, Director of Utilities
Clint Philpott, P.E., Director of Engineering
Amber Doan, Engineering Coordinator

Danny Fuller, Fire Marshal
Brandon Shelby, City Attorney
Steve Ayers, Asst. City Manager



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

Agenda Item No. 9.

Meeting Date: 12/19/2017

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

Clay Mahone, Chairman

Joe Gilbert, Commissioner

Eric Elliott, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

2800-3600 BLOCKS S. U.S. HIGHWAY 75

The request of Heritage Development Partners, LLC (Owners), Brockett/Davis/Drake, Inc. (Civil Engineers/Surveyor) and Curtis Group Architects, LTD (Architect) concerning the property in the 2800-3600 Blocks South U.S. Highway 75, being 3.0170 acres in the Preston Kitchen Survey, Abstract No. 667 and also being Lot 1, Block 1, of the proposed Sherman Crossroads Medical No. 2 Addition and in Tract 4 of the Blalock Industrial Park, as follows:

Planning and Zoning Commission

Site plan approval under Ordinance No. 2252 Article IV Section 410 (2) (j) to allow a medical office building (Crossroads Medical Office Building) in the Blalock Industrial Park/Blalock Commercial Overlay District.

Background:

The property is located in the 2800-3600 Blocks of South U.S. Highway 75, the northwest corner of Highway 75 and FM 1417 West; just north of the new West Travis Street extension. The property is located in the Blalock Industrial Park and also the Blalock Commercial Overlay District.

The following items have been approved for the property:

- July 6, 2015 - Exception and conceptual site plan approval to allow a medical hospital.
- August 17, 2015 - Conceptual master plan for Sherman Crossroads, the master plan included retail sites with a movie theater, hotel and medical center.
- October 17, 2016 - Final Plat Approval (Sherman Crossroads, Phase 1, ROW W. Travis Street) dedicating the right-of-way for the extension of Travis Street to the west and providing access to the Sherman Crossroads Development.
- November 7, 2016 - Site plan approval for Crossroads Emergency Room and Davita Medical Office Building. Amended Final Plat approval for Sherman Crossroads Medical Addition, Lots 1 & 2, Block 1
- September 18, 2017 - Site plan approval for a medical office building and exception to allow 202 parking spaces in lieu of the required 206 spaces for the Medical Office Building. Final Plat Approval - Sherman Crossroads Medical No. 2

The Final Plat (Sherman Crossroads Medical No. 2) has changed slightly: the road on the east is now City right-of-way and Medical Drive does not continue to U.S. Highway 75; they have changed the site plan to accommodate those changes. They would like to construct a 41,056 square foot, two-story medical office building north of the Sherman ER and Davita Medical Office Building. The exterior finish on the building will be brick veneer, aluminum composite panels, concrete panels and stone veneer.

Adjacent Zoning:

Blalock Industrial Park
Blalock Commercial Overlay District

Origination:

Heritage Development Partners, LLC (Owners)
Brockette/Davis/Drake, Inc. (Civil Engineers/Surveyor)

Master Plan Designation:

Suburban Commercial - Suburban character primarily from reduced site coverage relative to more auto-oriented commercial development. Especially at key community entries and along high-profile corridors, may also involve other criteria to yield less intensive and more attractive development outcomes relative to auto-oriented areas, including higher standards for landscaping (along street frontages and within parking areas), signs, and building design. Range of commercial retail and service uses, at varying scales and intensities depending on the site.

Number of notices mailed:

39

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Elevations
Landscaping Plan
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I.1.

Meeting Date: 01/15/2018

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Keep Sherman Beautiful Commission (5)

Issue:

Jessica Peters and Dusty Payne's terms on the Keep Sherman Beautiful Commission expired on January 1, 2018. Both are eligible and do wish to be reappointed. There are also three vacancies on this Commission. There are no other applications on file for this board.

Background:

The Keep Sherman Beautiful Commission promotes public interest in the general improvement of the environment of the City, and initiates, plans, directs, and coordinates programs in conjunction with and in cooperation with citizens, government, businesses, and industries within the City.

Origination:

This agenda item originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to reappoint Ms. Peters and Mr. Payne to the Keep Sherman Beautiful Commission and to discuss other possible appointments.

Alternatives:

The Council could choose not to make re-appointments to the Keep Sherman Beautiful Commission.

Attachments

Roster

Fact Sheet

Applicant List

Jessica Peters Reappointment Letter

Dusty Payne Reappointment Letter

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: 2 Years

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Vacant			1/1/2018		2 Year Term
Vacant			1/1/2018		2 Year Term
Jessica Peters	1	A 1/5/2016	1/1/2018	1	2 Year Term
Amanda Smith	2	A 11/8/2016	1/1/2019	1	2 Year Term
Vacant			1/1/2018		2 Year Term
Dusty Payne	3	A 11/4/2013 R 1/5/2016	1/1/2016* 1/1/2018	1 2	2 Year Term
Sarah Whitt	n/a	A 7/18/2017	7/18/2019	1	2 Year Term
Zac Grantham	1	A 6/16/2015 R 1/1/2017	1/1/2017 1/1/2019	1 2	2 Year Term
Amanda Phillips	1	A 6/16/2015 R 1/1/2017	1/1/2017 1/1/2019	1 2	2 Year Term

NOTE: All members shall be appointed for terms of two (2) years, and shall not serve for more than three (3) consecutive terms.

* Initially the terms will be for more than two years, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year.

Chairperson

NOTE: Chairperson serves one year terms

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
Lauren Roth	11/5/2013	1/1/2015**	1
Zac Grantham	1/1/2016	1/1/2017	1
Zac Grantham	1/1/2017	1/1/2018	2
Zac Grantham	1/1/2018	1/1/2019	3

** Initially the Chairperson's term will be for more than one year, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year

FACT SHEET

KEEP SHERMAN BEAUTIFUL COMMISSION

Established by RESOLUTION 2805 – MARCH 2, 1992 – RE-ESTABLISHED BY RESOLUTION 3807 – APRIL 19, 1999; RE-ESTABLISHED BY RESOLUTION 5041 – JULY 16, 2007; BY-LAWS UPDATED BY RESOLUTION 5977 – JUNE 15, 2015

1. Number of Members: NINE (9)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE YEARS
4. Qualifications for Membership: INTEREST IN KEEPING SHERMAN BEAUTIFUL; DEDICATION TO IMPLEMENTATION OF ASSIGNED PROJECTS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON A VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED

7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: BI-MONTHLY AT 5:30 P.M. OR WHEN CALLED
9. Attendance Requirements: IF A COMMISSION MISSES TWO MEETINGS WITHOUT NOTICE AND/OR WITHOUT GOOD CAUSE WITHIN A CALENDAR YEAR, AFTER WRITTEN NOTIFICATION BY THE CHAIRMAN, HE/SHE SHALL AUTOMATICALLY RELINQUISH HIS/HER PLACE ON THE COMMISSION

=====

PURPOSE:

Commission shall function to assist the City Council and the City staff by involving individuals, businesses, and industries throughout the community to promote education and activities and encourage waste reduction, litter prevention, and beautification programs and projects in affiliation with the Keep Texas Beautiful objectives.

RESPONSIBILITIES:

- (1) To plan, initiate, direct, and coordinate community-wide efforts to achieve its goals
- (2) To solicit and accept donations and appropriations for money, service, products, property, and/or facilities expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council
- (3) To make recommendations to the City Council, as well as to the private sector, regarding measures which it deems necessary to accomplish the objectives of both the City and the Commission.

APPLICANT LIST

Keep Sherman Beautiful Commission

Positions Vacant 5

Applicant	Address	District	Qualifications
Jessica Peters	2313 N. Lockhart	1	Current Member; Wishes to be Reappointed
Dusty Payne	1402 E. Houston	3	Current Member; Wishes to be Reappointed

COMMENTS:

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

January 3, 2018

Second Request

Jessica Peters
2313 N. Lockhart
Sherman, Texas 75092



RE: Keep Sherman Beautiful Commission

Dear Ms. Peters:

Your term on the Keep Sherman Beautiful Commission expired on January 1, 2018. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Steve Ayers, Assistant City Manager

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

Jessica Peters

Signature

1.3.18

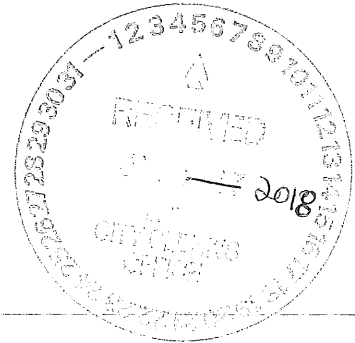
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

December 28, 2017

Dusty Payne
P.O. Box 3468
Sherman, Texas 75091



RE: Keep Sherman Beautiful Commission

Dear Mr. Payne:

Your term on the Keep Sherman Beautiful Commission expires on January 1, 2017. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
City Clerk

cc: Steve Ayers, Assistant City Manager

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

Signature

Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 01/15/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2018 Council Calendar

2018

JANUARY						
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DECEMBER						
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